



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

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WHITE BEAR TOWNSHIP, MN 55110

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

AGENDA TOWN BOARD MEETING DECEMBER 17, 2018

1. **7:00 p.m.** - Call to Order at Heritage Hall, 4200 Otter Lake Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of December 3, 2018.
5. **Consent Agenda:**
 - A. **Park Board Recommendations –**
 1. Ratify the Park Board's Recommendation to Set the 2019 Township Day for the Second Saturday in September, (September 14, 2019).
 2. Authorize Purchase of a Single Free Standing Kayak Rack for 3-6 Kayak's for Use at Summit Lane Noting that if the Summit Lane Rack is Popular & Used, a Kayak for Bellaire Beach May be Recommended.
 - B. **Zoning Ordinance Amendment –** Call Public Hearing for Wednesday, January 23, 2019 @ 7:00 p.m. to Consider Amendments to Section 3 & Section 8 of Ordinance No. 35 as it Relates to Vegetation Clearing.
 - C. **Call Special Town Board Meetings -**
 - Call a Special Town Board Meeting for Friday, December 28, 2018 @ 10:55 a.m. at the Township Administrative Offices
 - Call a Special Town Board Meeting for Tuesday, January 8, 2019 @ 11:30 a.m. at the Township Public Works Building for a Holiday Gathering
 - D. **Construction Activity Report –** Receive.
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.



recycled paper

7. **Public Hearings:**

- A. **Vacation of Road Right-of-Way Easement** – Consider Vacation of a Road Right-of-Way Easement Over Part of Lot 7, Block 1, Weston Woods of White Bear Township.

8. **New Business:**

Town Planner Items:

- A. **Water Gremlin Company, 4400 Otter Lake Road** – Request for Permitted Use Standards Permit to Allow an Addition to the Equipment Building
- B. **5685 Portland Avenue** - Receive Planning Commission Recommendation & Direct Next Step.

Public Works Director Item:

- C. **Town Parks Trash & Recycling Receptacles** – Receive Quotes & Approve Purchase.

Finance Officer Items:

- D. **Resolution Adopting the Amount to be Raised by Property Taxation for the Year 2019** – Approve.
- E. **2019 – 2028 Capital Improvement Plan** – Approve.
- F. **2019 Budget** – Approve.
- G. **Resolution Approving Transfer of Certain Funds for the Town of White Bear** – Approve.
- H. **Fund Balance Classifications** – Approve.

Liquor License Renewals:

- I. **Applebee's** – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Applebee's Grill & Bar, 1018 Meadowlands Drive.
- J. **Zen Asia** – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8.
- K. **Cub Foods** – Approval Renewal of the 2019 Off-Sale & 3.2% Liquor License for Kowalski Companies, Inc., d/b/a Cub Foods of White Bear, 1059 Meadowlands Drive.

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- L. **Bald Eagle Liquor** – Approve Renewal of the 2019 Off-Sale Liquor License for Bald Eagle Liquor, 5960 Highway 61.
- M. **Orchid Restaurant & Bar** – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100.
- N. **Lucy’s Burgers LLC** – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Lucy’s Burgers LLC, 1190 County Road J, Suite 600.
- O. **Northwoods Entertainment, LLC d/b/a Emagine Theatres** – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Northwoods Entertainment, LLC, d/b/a Emagine Theatres, 1180 County Road J.

Tobacco License Renewals:

- P. **White Bear Township Holiday** – Approve 2019 Tobacco License for White Bear Township Holiday, 1150 County Road J.
- Q. **Cub Foods** – Approve 2019 Tobacco License for Cub Foods, 1059 Meadowlands Drive.
- R. **Holiday Stationstores, Inc.** – Approve 2019 Tobacco License for Holiday Stationstores, 5970 Highway 61.
- S. **Bald Eagle Investments** – Approve 2019 Tobacco License for Bald Eagle Investments, 5960 Highway 61.

General Business:

- T. **Videographer Contract** – Approve.
- U. **Town Hall Lease Agreement** – 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 17, 2018

Agenda Number: 1 - 2 - 3 - 4

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

Approval of December 17, 2018 Agenda
Approval of Payment of Bills

Approval of Minutes of Town Board Meeting of
December 3, 2018 (Additions/Deletions)

Documentation: December 17, 2018 Agenda
Minutes of December 3, 2018 Meeting

Action / Motion for Consideration:

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

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

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

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk-Treasurer: Christopherson; Attorney: Lemmons; Public Works Director: Reed; Planner: Riedesel.

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

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

APPROVAL OF MINUTES OF SPECIAL TOWN BOARD MEETING OF NOVEMBER 2, 2018 & REGULAR NOVEMBER 19, 2018 MINUTES (Additions/Deletions): Ruzek moved approval of the November 2, 2018, Special Town Board Meeting Minutes. Prudhon seconded. Ayes all.

Ruzek moved approval of the November 19, 2018 Minutes of the Regular Town Board Meeting. Prudhon seconded. Ayes all.

CONSENT AGENDA : Ruzek moved approval of the Consent Agenda as follows: 5A) Approve Extension of Expiration Date of the Current Cable Franchise Extension Agreement from March 31, 2019 to August 31, 2019 & Authorize Execution by the Town Board Chair; 5B) Reschedule January & February Town Board Meeting Dates Due to Holidays as Follows: 1) January 21, 2019 Town Board Meeting to Wednesday, January 23, 2019 Beginning @ 7:00 p.m.; 2) February 18, 2019 Town Board Meeting to Wednesday, February 20, 2019; 5C) 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; 5D) Receive Finance Office Third Quarter Finance Report. Prudhon seconded. Ayes all.

OLD BUSINESS: There were no Old Business Items.

VACATION OF EXCESS RIGHT-OF-WAY – 5436 EAST BALD EAGLE BOULEVARD – CONSIDER VACATING EXCESS RIGHT-OF-WAY: The Public Hearing was held at 7:04 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Prudhon moved to open the Public Hearing. Ruzek seconded. Ayes all.

The Planner reported that the request is for vacation of excess right-of-way on East Bald Eagle Boulevard. He stated that this is one of many vacations of rights-of-way that the Town has reviewed in the past. About twenty years ago Ramsey County contacted the Town relative to East and West Bald Eagle Boulevard regarding having a 66 foot road centered in the right-of-way. There were issues relative to lakeshore parcels along East and West Bald Eagle Boulevard that are split by the street. Ramsey County stated that they only wanted the 66 feet and deferred to the Township to vacate or do what they want with the excess rights-of-way. In many cases the property owners had ownership rights as part of their deed and others have requested a vacation. The Planner provided an overhead map identifying the location of excess right-of-way being requested. The Klein home is on the corner of Bald Eagle Avenue and East Bald Eagle

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DECEMBER 3, 2018

Boulevard. Their lakeshore property is split by East Bald Eagle Boulevard and they would like to obtain legal ownership of the lakeshore parcel. The Planner provided a map showing portions of the area where there are excess rights-of-way. On a map of the area provided by Ramsey County a few years ago, areas of the road meander off or on the edge of the right-of-way and the County would like additional right-of-way to center the road within the right-of-way. In this case that is not necessary and the Klein's request is for vacation of the property. Since the area abuts Bald Eagle Lake the DNR was notified of the Public Hearing and invited to provide comment. They did not provide any comment. Prudhon asked when the excess right-of-way is vacated if the parcel is added to the property ID. Edward Pardee, attorney for the Klein's stated once the resolution is filed the County picks it up and includes it as part of the tax parcel. The Town Attorney explained that the County has fee title to the right-of-way subject to the rights of the public to maintain it. Once the public easement is vacated it automatically becomes part of the Klein property free and clear of the easement. For tax purposes, the County recognizes that. The Planner noted that when vacations are approved, the Town maintains drainage, utility and trail easements over the easement.

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

Prudhon moved to adopt Resolution Vacating Excess Right-of-Way on East Bald Eagle Boulevard, noting that this vacation of excess right-of-way is consistent with others along East and West Bald Eagle Boulevard, and noting that the Town of White Bear reserves an easement for construction maintenance, repair and replacement of drainage facilities and a bicycle/pedestrian pathway/subject to drainage. Ruzek seconded. Ayes all.

CALVARY CHURCH, 4604 GREENHAVEN DRIVE – CONSIDER THE GRANTING OF A CONDITIONAL USE PERMIT TO ALLOW CONSTRUCTION OF 6,000 SQUARE FEET OF CLASSROOM SPACE: The Public Hearing was held at 7:12 p.m. Ruzek moved to waive the reading of Public Notice noting that proper publication was made. Prudhon seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

The Planner reported that Calvary Church at 4604 Greenhaven Drive is requesting a Conditional Use Permit to allow construction of additional classroom space. He provided an overhead of a master plan of the site as it was proposed in 2002. 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 proposed 6,000 square foot addition on the east side of the building is consistent with the additions shown on the master plan. A Church is listed at 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.

Staff has been working with officials of the Church and engineer to complete the plan. At this point there is not a complete application. With the addition of hard surface there will be additional storm water treatment required. They propose to some storm water treatment in the area of the storm water treatment pond that overflows into another treatment pond. They have not prepared

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DECEMBER 3, 2018**

the engineering calculations at this point to determine how much larger the storm water treatment pond has to be. Staff is recommending that the request be continued until the December 17, 2018 Town Board meeting to finalize the information. Prudhon asked if the continuation will exceed the 60 day rule. The Planner reported that he has informed the Church that they may have to waive the 60 day rule if necessary and they are aware of that possibility. In response to a question if the 60 day rule could be extended tonight the Town Attorney stated that it could be extended tonight.

Richard Stuerman, BWBR Architects stated that they agree with extending the 60 day rule. He reported that they submitted the plans and the intent of the storm water ponding but there is more data to collect. He stated that they would like to continue the matter to the January 23, 2019 meeting to allow time to get the information to the Town Engineer for review. The Town Attorney stated that if the Town intends to elect its right to extend the 60 day rule it has to be done within the initial 60 day period. The landowner can waive it themselves. He noted that there should a representative of the Church to waive the 60 day rule. Chuck Henne, Chair of the Board introduced himself and stated that Mark Anderson, Treasurer of the Board is also present and they are authorized to waive the requirement. The Town Attorney asked if they are waiving the right under Minnesota Statutes, Section 15.99, Time Deadline for Agency Action, for a period of 60 days. Richard Stuerman stated that was correct.

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

Kermes referenced an email from Jerry Hicks, 4612 Greenhaven Drive, who stated that the Church is an asset to the community except for the parking. He stated that the church goes 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, and especially true when they park on both sides of the street or during the winter. He suggested that parking be limited to one side of the street and strongly suggested that the church announce that parking on the street is not prudent when parking spaces are open in the lot. Staff will follow up on posting one side of the street for no parking after receiving input from the Ramsey County Sheriff's Office.

The Planner noted that the Minnesota State Fair uses this area as a remote shuttle lot during the fair. It was anticipated that the parking may overflow onto the street so the Town posted the street no parking up to a certain point. No complaints were received about parking on the street but the Town observed on street parking. Public Works Director stated that they did receive some complaints and signs were placed. The street is a 32 foot wide street which allows for drive lanes and parking on both sides. It is up to the Town whether it wants to regulate parking on one side or the other.

Prudhon moved, based on Staff's recommendation, and applicant's agreement to waive the 60 day rule, to continue the Public Hearing to January 23, 2019, for Calvary Church, 4604 Greenhaven Drive, to consider granting of a Conditional Use Permit to allow construction of 6,000 square feet of classroom to allow time for applicant's engineer to prepare calculations for enlarging storm water treatment pond. Ruzek seconded. Ayes all.

TRUCK #37 ENGINE REPLACEMENT – RECEIVE QUOTES & APPROVE REPLACEMENT:

The Public Works Director reported that truck #37, 1 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 full time 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 shown 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. This truck is used daily during the spring, summer, fall, and is a backup snowplow truck for snowplow truck for another truck during the winter months. Public Works staff use the Ford F-550 to haul equipment for asphalt patching for Park maintenance activities during the spring, summer and fall. This truck is in good condition overall, less the engine issue. Public Works staff is recommending replacement of the motor to extend the truck’s useful light and allow for future resale. Three quotes were received by Public Works for a new motor as follows: 1) Cutting Edge Diesel and Truck for \$12,781.12; 2) AutoNation Ford Fleet Service for \$15,215.00; and 3) Roseville Midway Ford for \$16,287.70. Staff is recommending approval of 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. In response to a question if the quote from Cutting Edge Diesel and Truck should be considered since they found the metal shavings on the drain plug when they did the oil change, the Town Attorney stated that there is no problem since three quotes were received.

Prudhon moved, based on Public Works Director’s review and recommendation to receive the quotes and 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. Ruzek seconded. Ayes all.

HOURLY INDEPENDENT CONTRACTOR AGREEMENT – APPROVE: The Clerk reported that the Hourly Independent Contractor Agreement was drafted by Patrick Kelly, Town Attorney, and Bill Short. The Town Attorney noted that in paragraph #5, Independent Contractor Status, Bill is allowed to perform services out of party. The following language is recommended: “unless the services performed for the third party are in conflict with Town interest”. In Section 10, Insurance, a question was brought up relative to error and omissions insurance. The Town Attorney stated that may possibly be covered under existing Town policy. He recommended that the first sentence of No. 10 be as follows: “The Town shall not provide insurance coverage of any kind for contractor, except those coverages which are automatically extended to all contractors of the Town pursuant to existing insurance policy held by the Town. Contractor shall obtain errors and omissions professional liability insurance policy in the amount of _____”. (The amount is not known until the Town Attorney can check how much coverage the Town has. The limit on statutory damages is \$1.5 million and the Town only has to cover the limit the policy has and the \$1.5 million. Normally an umbrella policy can be obtained to cover these kinds of issues.) The Town Attorney referred to paragraph # 13, “Terminating the Agreement” where two options are stated. The options include: 1) the termination of the agreement immediately or 2) either party may terminate the agreement at any time by giving 30 days written notice. The Town Attorney recommended that only one option be included. It was the consensus that the second option of

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termination of the agreement at any time by giving 30 days' written notice to the other party. The Town Attorney will make the amendments to the agreement.

Ruzek moved, based on Town Attorney and Staff review and recommendation to approve the Hourly Independent Contractor Agreement Between White Bear Township and Bill Short, subject to the modifications reviewed at tonight's meeting, and to authorize the Town Board Chair to sign on behalf of the Town. Prudhon seconded. Ayes all.

INDEPENDENT CONTRACTOR AGREEMENT RECORDING SECRETARY – APPROVE: The Independent Contractor Agreement for Recording Secretary was reviewed. The Town Attorney reported that Section #2 deals with termination of the contract. He reported that the contract commences on January 1st and recommended that notice shall be given no later than December 1st of the preceding calendar year. This clarifies from when the 30 day notice starts. Section 7. Non-Discrimination, to be deleted since it is not applicable according to statute. The Clerk reported that that #8, Indemnification from the Hourly Independent Contractor Agreement be swapped out with No 8 of the Recording Secretary Agreement. To read as follows: "Contractor shall indemnify and hold Town harmless from any loss or liability arising from performing services under this Agreement".

Ruzek moved, based on Town and Staff review and recommendation to approve the Independent Contractor Agreement – Recording Secretary Between White Bear Township and Megan Cavanaugh, subject to modifications to contract as reviewed at tonight's meeting and to authorize the Town Board Chair to sign on behalf of the Town. Prudhon seconded.

OPEN TIME: Bob Leeper, 2302 5th Court, appeared before the Town Board regarding drainage issues on his property caused by taking on water from neighboring properties. He stated that the problem has becomes worse each year. He reported that people are building berms blocking water from running out of his yard. He stated that he needs a determination from the Township regarding the issue. He has been working with Mike Johnson, Town Building Inspector/Code Enforcement Officer who has allowed him to put in a drainage system behind his garage to help with the water problem but it is not working well enough. He cannot finish landscaping his yard because of the water. He dug in a sump basket and put in a 2hp sump motor where a little river flows through behind his garage from water which flows from the neighborhood. It would normally flow through his backyard to the south out to 4th Street but neighbors who moved in 8-10 years ago built a berm to block the water from going through their yard which now blocks the water from leaving his yard. With the sump pump it allows the water to run through a five foot easement to the north side of his property that runs east to west between Eagle Street and Hugo Blvd. The two inch pipe goes through the easement and heads west and terminates almost out to Eagle Street. He has been working with his neighbors after the above ground system was approved to either bury it or leave it above ground so he can maintain it. The two inch pipe is not enough. He stated that he has heard that the Township does not have enough money to take care of it or because the right-of-way is so challenging that they cannot put in a culvert. He said he would be open to putting a 12-14 inch culvert along his driveway and run it out to Eagle Street where it would dump into the ditches. Bob Leeper presented an overhead drawing of the neighborhood and how the water flows and how it is being diverted through his yard. He stated that the water used to flow to 4th Street but a neighbor put in a berm along their fence so now the water has

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DECEMBER 3, 2018

nowhere to go. He thought that Mike Johnson was going to talk to the people about removing the berm. He stated with the berm opened up it would solve his problem without getting the Township involved in a lot of work. He noted that another berm was built on the property to his north, on the corner. The water used to run through a corner of their yard, down to his yard, and then down to the south. That berm does not allow normal flow and the water now is diverted to his yard as well. He asked that this berm also be removed. He provided photos of his yard both before and after water flows through his back yard.

The Public Works Director noted that there are some encroachments that affect the water flow. The Town Attorney stated that this is a dedicated easement and the Town has a right to improve the easement. Staff will have the Town Engineer look at the drainage issue, investigate the natural flow, and recommend a solution.

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 8:05 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor



**Town Board Meeting
December 17, 2018**

Agenda Number: 5A – Consent Agenda

Subject: Park Board Recommendations –

1. Ratify the Park Board's Recommendation to Set the 2019 Township Day for the Second Saturday in September, (September 14, 2019).
2. Authorize Purchase of a Single Free Standing Kayak Rack for 3-6 Kayak's for Use at Summit Lane Noting that if the Summit Lane Rack is Popular & Used, a Kayak for Bellaire Beach May be Recommended.

Documentation: None

Action / Motion for Consideration:

Receive Report

1. Ratify the Park Board's Recommendation to Set the 2019 Township Day for the Second Saturday in September, (September 14, 2019).
2. Authorize Purchase of a Single Free Standing Kayak Rack for 3-6 Kayak's for Use at Summit Lane Noting that if the Summit Lane Rack is Popular & Used, a Kayak for Bellaire Beach May be Recommended.

**Minutes
Park Board Meeting
November 15, 2018**

KAYAK RACKS – BELLAIRE BEACH / SUMMIT LANE: Information about the Park Board's consideration of adding kayak racks at Bellaire Beach was placed on the Town's website, under Community Voice. The survey yielded 8 views, two votes, and 1 comment. Of the two votes, one approved and one opposed. The comment, provided by Ronald Denn is as follows: "Great idea. Get our residents engaged and using our resources". A question was asked if a mailed notice would provide more feedback.

Discussion included placing a kayak rack at Bellaire Beach west of the shelter and west of the swing area. Applications for storing a kayak at the rack would be on a first come-first serve basis. In response to a question if the rack would be secure. Some of the racks are cemented in place others are free standing with a small locking chain. The price of a single rack is \$220. People who store their kayaks there would need to know that if it is not removed it would belong to the Town. It was noted that the Summit Lane access is only accessible by walking, however once a kayak rack is placed there for the season the people would not have to be transporting their kayak in. The Summit Lane access has a gate which is locked outside of park hours. It was suggested that there could be a pad lock with a code.

After discussion it was the consensus to place a single kayak rack at the Summit Lane access and see how it goes. Placement of a kayak rack at Bellaire Beach could be considered after it is known if the Summit Lane rack is used.

Reeves moved to recommend to the Town Board to authorize the purchase of a single free standing kayak rack, for 3-6 kayaks, at a cost of \$220 for use at the Summit Lane access, noting that if the Summit Lane rack is popular and used a kayak rack for Bellaire Beach may be recommended. Josephson seconded. Ayes all.

TOWNSHIP DAY: There was discussion regarding the date for the 2019 Township Day event. It was the consensus to recommend to the Town Board that the event be scheduled for the second Saturday of September – September 14th.

Reeves moved to recommend to the Town Board that the 2019 Township Day event be scheduled for September 14, 2019. Lee seconded. Ayes all.



**Town Board Meeting
December 17, 2018**

Agenda Number: 5B – Consent Agenda

Subject: Zoning Ordinance Amendment – Call Public Hearing for Wednesday, January 23, 2019 @ 7:00 p.m. to Consider Amendments to Section 3 & Section 8 of Ordinance No. 35 as it Relates to Vegetation Clearing

Documentation: Public Notice

Action / Motion for Consideration:

Report at Meeting

Call Public Hearing for Wednesday, January 23, 2019 @ 7:00 p.m. to Consider Amendments to Section 3 & Section 8 of Ordinance No. 35 as it Relates to Vegetation Clearing



NOTICE OF HEARING TO AMEND ORDINANCE NO. 35 (ZONING) OF THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN, That the Town Board of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Wednesday, January 23, 2018, at 7:00 p.m., to consider amending Sections 3 and 8 of Ordinance No. 35 and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereto.

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

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
December 17, 2018**

Agenda Number: 5C – Consent Agenda

Subject: Call Special Town Board Meetings -

- Call a Special Town Board Meeting for Friday, December 28, 2018 @ 10:55 a.m. at the Township Administrative Offices
- Call a Special Town Board Meeting for Tuesday, January 8, 2019 @ 11:30 a.m. at the Township Public Works Building for a Holiday Gathering

Documentation: Meeting Notices

Action / Motion for Consideration:

Receive Report

- Call a Special Town Board Meeting for Friday, December 28, 2018 @ 10:55 a.m. at the Township Administrative Offices
- Call a Special Town Board Meeting for Tuesday, January 8, 2019 @ 11:30 a.m. at the Township Public Works Building for a Holiday Gathering



Public Notice

Special Town Board Meeting

Friday, December 28, 2018

at 10:55 a.m.

**at the Township Administrative Office
1281 Hammond Road
White Bear Township MN 55110**

- ◆ To Wrap Up 2018 Items



Public Notice

Special Town Board Meeting

Tuesday, January 8, 2019

at 11:30 a.m.

**at the Township Public Works Building
1280 Hammond Road
White Bear Township MN 55110**

- ◆ To Attend a Holiday Gathering



**Town Board Meeting
December 17, 2018**

Agenda Number: 5D – Consent Agenda

Subject: Construction Activity Report - Receive

Documentation: Report

Action / Motion for Consideration:

Receive Report

White Bear Township Construction Activity Report

<u>BUILDING PERMIT</u>	NOVEMBER 2018		2018 YEAR TO DATE		2017 YEAR TO DATE	
	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
<u>HOUSING</u>						
SINGLE FAMILY	1	300,000	11	2,957,000	21	5,143,000
TOWN HOME	-	-	-	-	-	-
TOTALS	1	300,000	11	2,957,000	21	5,143,000
<u>MISCELL. RESIDENTIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	1	15,000	63	2,007,100	70	1,978,036
SIDING, ROOF. & WIND.	13	143,416	406	4,281,510	382	3,672,896
DECKS	2	11,253	35	205,653	37	209,060
SWIMMING POOLS	-	-	2	27,500	2	2,000
ACCESSORY BLDG	-	-	7	142,973	14	215,200
OTHER	-	-	30	156,283	19	589,707
TOTALS	16	169,669	543	6,821,019	524	6,666,899
<u>COMMERCIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	4	139,000	2	135,800
INDUSTRIAL	-	-	2	991,830	3	3,525,000
BUSINESS	-	-	-	-	-	-
REMODEL & ADDITIONS	-	-	8	3,073,600	5	410,000
OTHER	-	-	8	288,398	8	309,500
TOTALS	0	0	22	4,492,828	18	4,380,300
<u>MISCELLANEOUS</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION	0		2		4	
<u>TOTALS</u>	17	469,669	578	14,270,847	567	16,190,199
PERMIT REVENUE		\$ 6,514		\$120,921		\$ 140,012



**Town Board Meeting
December 17, 2018**

Agenda Number: 6 – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:

Receive Report



**Town Board Meeting
December 17, 2018**

Agenda Number: 7A – Public Hearing

Subject: Vacation of Road Right-of-Way Easement – 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 / Resident Letter & Mailing List / Map / Affidavit of Publication / Certificate of Posting / Proposed Resolution Vacating the Temporary Road Right-of-Way (Access) Easement /

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 the Temporary Road Right-of-Way (Access) Easement

&

Adopt Resolution Ordering Vacation of a Temporary Road Right-of-Way (Access) Easement

Prudhon – Moves

Ruzek – Seconds



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

A handwritten signature in black ink, appearing to read "Patrick Christopherson", written over a horizontal line.

PATRICK CHRISTOPHERSON, 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

December 7, 2018

Township Resident
White Bear Township, Minnesota 55127

Re: Vacation of a Road Right-of-Way Easement

Dear Resident:

When the Weston Woods Subdivision was approved, the Town required a temporary access easement over a portion of the property abutting Moon Lake Court. Upon completion of all phases of the subdivision, a permanent road right-of-way was provided over Moon Lake Court, thereby making the temporary easement unnecessary.

The owner of the lot which currently has the temporary easement is asking the Town to vacate the easement at this time.

The Public Hearing on the matter will be held on Monday, December 17, 2018 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.

Also enclosed is a copy of "draft" Resolution Ordering Vacation of the Temporary Right-of-Way Access easement which will be considered on the night of the hearing, and a map showing the location of the easement to be vacated.

Sincerely,

Patti Walstad
Paralegal

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



recycled paper



RESIDENT
4587 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4612 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4585 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4614 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4581 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4606 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

OCCUPANT
4601 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4608 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

WESTON WOODS OF WBT ASSN
C/O GREYSTONE MANAGEMENT
PO BOX 2318
STILLWATER MN 55082

RESIDENT
4602 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

MARK SMITH
2120 OTTER LAKE DRIVE
WHITE BEAR LAKE MN 55110

RESIDENT
4600 WESTON WOODS WAY
WHITE BEAR TOWNSHIP MN 55127

WESTON WOODS OF WBT ASSOC
PO BOX 270756
ST PAUL MN 55127

RESIDENT
4597 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127

NOLAN WALL
CITY OF VADNAIS HEIGHTS
800 EAST COUNTY ROAD E
VADNAIS HEIGHTS MN 55127

RESIDENT
4599 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127

KELLER PROPERTIES
1895 E COUNTY ROAD E
WHITE BEAR LAKE MN 55110

RESIDENT
4591 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127

RESIDENT
4593 MOON LAKE COURT
WHITE BEAR TOWNSHIP MN 55127



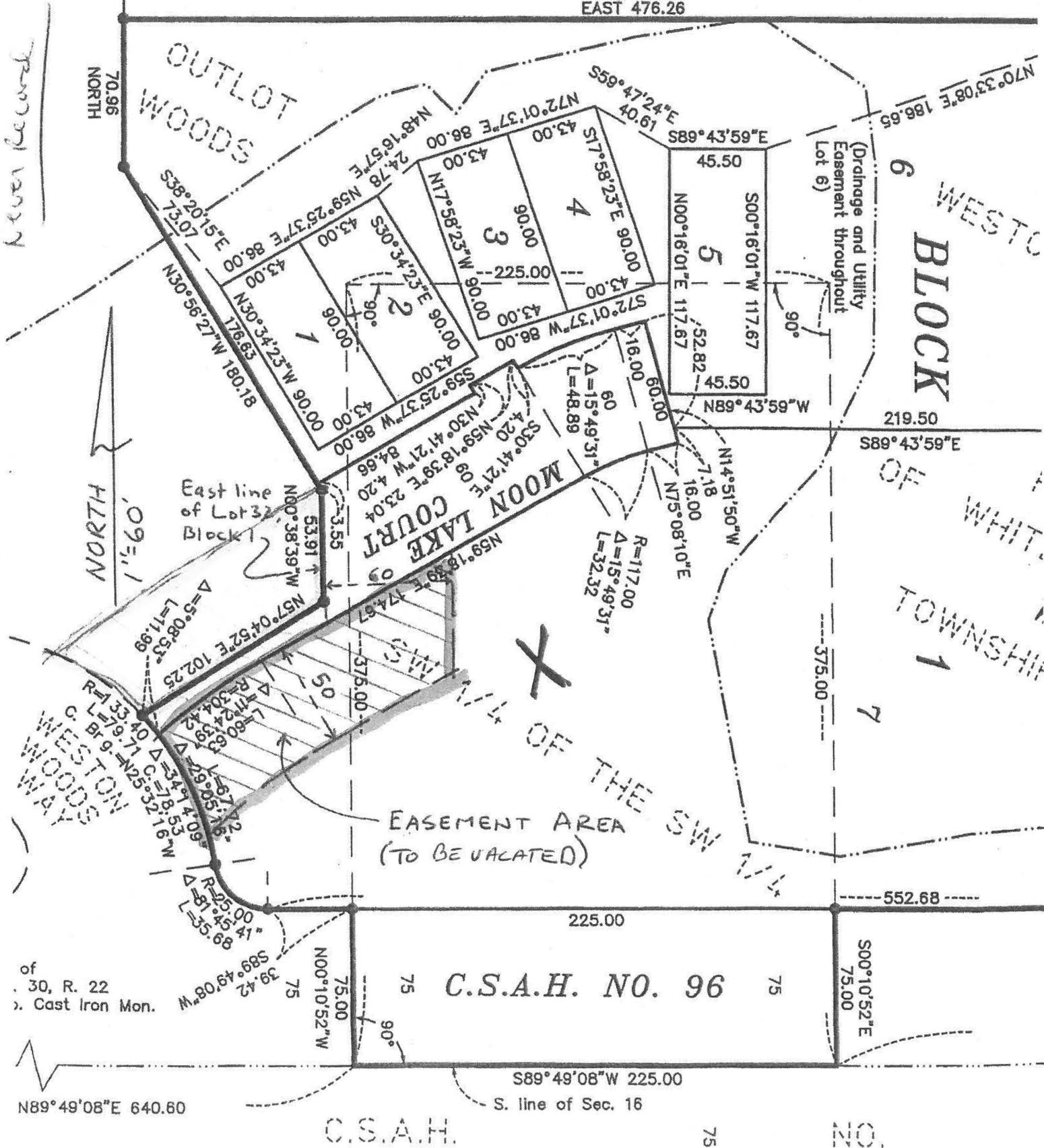
MON

INTEREST

COMMUNITY

NO.

424



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 5th day of December, 2018 and was thereafter printed and published on every Wednesday to and including Wednesday, the 12th day of December, 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 12th day of December, 2018.

[Signature]
Notary Public

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
Published two times in the White Bear Press on December 5 and 12, 2018.

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

Pursuant to due call and notice thereof, a Special Meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on December 17, 2018, at 7:00 p.m.

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

The Chair called to order the Hearing to Vacate a temporary road right-of-way (access) easement and the Clerk presented an Affidavit showing publication of the Notice of Hearing to Vacate a Road Right-of-Way Easement in the Town of White Bear, Ramsey County, Minnesota, in the official newspaper of the Town, and an Affidavit of Posting, all in accordance with a Resolution adopted December 3, 2018, which Affidavits were examined, found satisfactory and ordered placed on file.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION ORDERING VACATION OF A
TEMPORARY ROAD RIGHT-OF-WAY (ACCESS) EASEMENT**

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

WHEREAS, the Town Board of Supervisors moved to vacate that certain temporary road right-of-way (access) easement;

AND WHEREAS, the hearing on said motion was preceded by two weeks published and posted notice;

AND WHEREAS, there was no appearance in opposition to said motion;

AND WHEREAS, it appears for the interest of the public that said temporary road right-of-way (access) easement be vacated;

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

That the temporary road right-of-way (access) easement in the Town of White Bear described as follows:

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,

be and the same is hereby vacated pursuant to Minnesota Statutes, Section 368.01, Subd. 25.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the said Town held on the 17th day of December, 2018, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to the Ordering of the Vacation of a Temporary Road Right-of-Way (access) Easement.

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

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Town Board Meeting
December 17, 2018**

Agenda Number: 8A – New Business

Town Planner Item:

Subject: Water Gremlin Company, 4400 Otter Lake Road - Request for Permitted Use Standards Permit to Allow an Addition to the Equipment Building

Documentation: Staff Memo w/attachments / Proposed Permitted Use Standards Permit w/ attachments

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Planning Commission & Staff Review & Recommendation Approve the Permitted Use Standards Permit for the Water Gremlin Company, 4400 Otter Lake Road, Which will Allow the Addition to the Equipment Building

**Minutes
Planning Commission
November 29, 2018**

WATER GREMLIN COMPANY, 4400 OTTER LAKE ROAD – REQUEST FOR PERMITTED USE STANDARDS PERMIT TO ALLOW AN ADDITION TO THE EQUIPMENT BUILDING:

Water Gremlin Corporation is requesting approval of a Permitted Use Standards Permit which would permit them to increase the height of a temporary addition onto the east side of the north manufacturing building. The Water Gremlin building is approximately 84,000 square feet in area. The equipment building is an addition to the main building and was constructed to house pollution control equipment. The existing equipment is outdated and being replaced with new equipment. Some of the equipment is larger/higher than the existing equipment and the roof is proposed to be increased in height to accommodate the new equipment and some old equipment which is taller than the existing roof. The height of the roof will be raised 6' in one location and 13' on the other side of the building to create a uniform structure with a pitched roof. The improvement is proposed on the east side of the building and is screened from public view by the existing 31' high building. This addition is proposed to be demolished in the near future as the technology being used in this addition is becoming obsolete. A new addition onto

the north side of this building is currently being considered by Water Gremlin. This addition is unrelated to the existing Permitted Use Standards request.

Section 9-3.4 of the Zoning Ordinance sets the standards which must be met in order to approve a Permitted Use Standards Permit. The footprint of the proposed addition will not increase but the height of the addition will. The proposed height will slightly exceed the height of the main building. The addition as proposed appears to meet the standards set forth by the Zoning Ordinance for approval.

Ed Farr, Farr Architects reviewed a site plan and property survey. The proposed building will be 330 feet from the Otter Lake Road right-of-way. The building addition cannot be seen from Whitaker Street. Standing on the main roof looking east the building and extended exhaust stack would not be visible. The equipment building has prefinished steel siding. He explained that the equipment has a solvent free cleaning system. The old building has been leaking continuously. In response to a question regarding a time frame for the project, Ed Farr stated that they would like to do it immediately. They are ready to get the equipment into the building. He reported that the new building will have structural support.

Artner moved, based on Staff review and recommendation, to recommend to the Town Board to approve the request for Permitted Use Standards Permit to allow an addition to the equipment building at Water Gremlin Company, 4400 Otter Lake Road. Swisher seconded. Ayes all.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: NOVEMBER 20, 2018

SUBJECT: ADDITION REMODEL & EXPANSION
REQUEST: PERMITTED USE STANDARDS PERMIT

LOCATION: 4400 OTTER LAKE ROAD
APPLICANT: EDWARD FARR ARCHITECTS, INC.
ZONING: I-1, LIGHT INDUSTRIAL

Edward Farr Architects, on behalf of Water Gremlin Corporation, is requesting approval of a Permitted Use Standards Permit which would permit them to increase the height of a temporary addition onto the east side of the north manufacturing building.

The Water Gremlin building is approximately 84,000 square feet in area. The equipment building is an addition to the main building and was constructed to house pollution control equipment. The existing equipment is outdated and being replaced with new equipment. Some of the equipment is larger/higher than the existing equipment and the roof is proposed to be increased in height to accommodate the new equipment and some old equipment which is taller than the existing roof. The height of the roof will be raised 6' in one location and 13' on the other side of the building to create a uniform structure with a pitched roof.

The improvement is proposed on the east side of the building and is screened from public view by the existing 31' high building.

This addition is proposed to be demolished in the near future as the technology being used in this addition is becoming obsolete. A new addition onto the north side of this building is currently being considered by Water Gremlin. This addition is unrelated to the existing Permitted Use Standards request. This addition is planned for review by the Planning Commission in January.

Section 9-3.4 of the Zoning Ordinance sets the standards which must be met in order to approve a Permitted Use Standards Permit. It states:

9-3.4(a). The 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.
- 9-3.4(b).** No development shall be allowed which will result in unusual maintenance or repair costs of road, parking areas or utility lines.
- 9-3.4(c).** Development shall be permitted only in such a manner that the maximum number of trees shall be preserved. It shall be the duty of the applicant to demonstrate that there are no feasible alternatives to the cutting of trees on the site.
- 9-3.4(d).** The types and density of land use proposed for the site shall be suited to the site conditions and shall adequately correct problems due to soil limitations, including but not limited to, bearing strength, shrink-swell potential, slope stability, high groundwater, or wetness.
- 9-3.4(e).** The proposed use shall be sited, designed, oriented and landscaped to produce a harmonious relationship of building and grounds to buildings and properties in the neighborhood.
- 9-3.4(f).** The proposed use shall show sufficient landscaping to screen undesirable features and to enhance the development.
- 9-3.4(g).** The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the policy and recommendations of the Comprehensive Plan.
- 9-3.4(h).** 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.

The footprint of the proposed addition will not increase but the height of the addition will. The proposed height will not exceed the height of the main building and cannot be seen from the Otter Lake Road or Whitaker Street rights-of-way.

The addition as proposed appears to meet the standards set forth by the Zoning Ordinance for approval. The Planning Commission may recommend approval of the addition remodel since it will meet the standards set forth by the Zoning Ordinance to approve.

TR/psw
cc:admin/add.file
b:watergremlin18

Water Gremlin Company – Roof Remodel of Equipment Building

4400 Otter Lake Rd. White Bear Township, MN

By

Edward Farr Architects

November 12, 2018

On behalf of Water Gremlin Company, we are seeking approval to remodel the profile of the roofline of their Equipment Building, a small portion of the larger factory building located at 4400 Otter Lake Rd. The subject roof area is located in the most remote southeastern corner of the building. The Equipment Building is not visible from any portion of the public way, including Otter Lake Rd. or Whitaker St. Also, the Equipment Bldg is 1,670 ft (>3/10ths of a mile) west of the homes on Whitaker Court, with heavily wooded areas between, so there are no significant visual impacts from there either.

No alteration of site work is needed for this project. It does not affect grading, utilities, storm water rates, wetland impacts, lighting, signage, noise generation, landscaping or pavements. The project meets all 14 of the Standards itemized on the Permitted Use Standards Permit Application Form.

The entire Water Gremlin building footprint is approx. 83,893 sq ft; and this Equipment Bldg portion is 1,039 sq ft. The main building height facing Otter Lake Rd is 31 ft; which completely screens the smaller Equipment Bldg portion behind it (see photo), even when the roof gets raised as proposed.

The Equipment Building encloses large pollution control equipment used to filter and cleanse exhaust air from the manufacturing process. It is not normally occupied by employees. The old equipment is at the end of its service life, and is being replaced with new equipment in January. One of the pieces of old equipment did not fit inside completely when it was originally installed, so a hole was hastily cut through the roof where the equipment sticks through and extends up about 3 feet above the roofline currently. Of course, the roof leaks continuously because of this. The new replacement equipment is the same size, but the manufacturer wants it all inside, under the roof. So the roof profile must be raised to accommodate it.

A second piece of equipment in this building has an exhaust vent stack that also sticks up above the roof (purposely) to discharge cleansed air back into the sky. When the roof gets raised up, the mechanical code requires that the exhaust stack get extended up to about 6 feet above the new roof for proper dispersion of the exhaust.

The Equipment Bldg. is clad in prefinished metal siding panels; and the roof is made of steel roof panels, pitched for drainage. The roof profile steps up currently with two different roof heights; but our new design will simplify that profile with a more uniform structure, pitched two ways. The new roof profile will be approximately 6 feet higher than the current highest portion of the stepped roof; and our new east façade wall will be approx. 13 ft higher to simplify the structure. The prefinished steel siding will be extended up, matching the other siding on the building.

Due to the remote location of this portion of the building on the property, none of these improvements will be visible from the public way, and will not have any adverse effects to the public. As a secondary point, it can be noted that all of this equipment is becoming technologically obsolete within the next few years. Solvent-based chemicals are being replaced with water-based chemicals which will be much better for the environment. When the switchover to new technology happens in a few years, Water Gremlin will demolish this portion of the building due to its obsolescence.

We appreciate your understanding of these important repairs necessitated to the facility. We intend to start construction in December, after your approval, and be complete by the end of January, 2019.



RECEIVED

NOV 13 2018

PERMITTED USE STANDARDS TOWN OF WHITE BEAR APPLICATION FORM

INTRODUCTION

All permitted uses outlined in the Zoning Ordinance, Section 6-4, with the exception of single family dwellings and their accessory buildings are required to meet the standards set forth in Section 9-3, Permitted Use Standards Procedure of the Zoning Ordinance.

APPLICANT(S) Edward Farr PHONE (Home) _____
Edward Farr Architects, Inc. (Business) 952.943.9660
(Cell) 952.210.8206

ADDRESS 7710 Golden Triangle Drive
Eden Prairie, MN 55344

PROPERTY OWNER Water Gremlin Company

ADDRESS OF SITE 4400 Otter Lake Road ZONING I-1

EXISTING USE OF SITE Heavy Industrial / Manufacturing

DESCRIPTION OF PERMITTED USE REQUESTED See enclosed.

Fee (\$75.00 plus \$200.00 Expense Deposit)

CHECKLIST:

- Site Plan – 15 full-sized copies (larger than 11 x 17) and one reduced size (8 ½ x 11)
- Existing conditions (all buildings, open space, retention areas, utility areas, service areas, and storage areas).
- N/A Site improvements (proposed locations of buildings, parking areas, drives, fences, walls, signs, lighting, walkways, patios, decks and barriers).

- Site locations and adjacent land use.
- N/A Site grading and drainage plan.
- Topography (no greater than 2 foot intervals).
- Wetlands (delineation of streams, water bodies, wetlands and 100 year storm elevation).
- N/A Paved or surfaced area (include type or materials and function of area to be paved).
- N/A Proposed landscaping (include existing trees 7 inches or greater and large shrub massings).
- Building plans (size, intended use of structures, exterior finishes, floor plans and elevations).
- Schedule (when applicant intends to construct).
- Additional information if required.
- Certificate of Survey.
- Permits or written comments from other agencies (DNR, COE, RCWD, VLAWMO, Ramsey County Public Works, MPCA).

REVIEW PROCESS:

1. Submit 15 copies of application and all supporting information to Town Planner (minimum of 3 weeks prior to Planning Commission Meeting).
2. Planning Commission _____ (4th Thursday of the month @ 7:00 p.m. at the Town Hall).
3. Town Board _____ (1st Monday of the following month @ 7:00 p.m. at Town Hall).

STANDARDS:

The Town Board will approve a Permitted Use Standards Permit only if the following facts are established.

- ___ 1. There will be no detraction from the appearance of adjacent properties or Town as a whole.
- ___ 2. There will not be aesthetic incompatibility.
- ___ 3. There will not be aural incompatibility (noise).
- ___ 4. There will not be damage to vegetation.
- ___ 5. Traffic patterns will not be negatively affected.
- ___ 6. There is no unnecessary loss of existing natural features.
- ___ 7. Will not cause soil erosion.
- ___ 8. Will not increase flood potential.

- ___ 9. The proposal is consistent with the Comprehensive Plan and complies with other Ordinances.
- ___ 10. Will not result in unusual maintenance or repair costs of road, parking areas or utility lines.
- ___ 11. The maximum number of trees will be preserved.
- ___ 12. The type and density of land use proposed will be suited to site conditions.
- ___ 13. The proposed use will be designed, sited, oriented, and landscaped to produce a harmonious relationship with building and properties in the neighborhood.
- ___ 14. The site will be landscaped to screen undesirable features and enhance the development.

It is the policy of White Bear Township that all identifiable costs associated with Permitted Use Standards Permits within the Township shall be the sole responsibility of the owner of said property. The costs shall include, but are not limited to: 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.



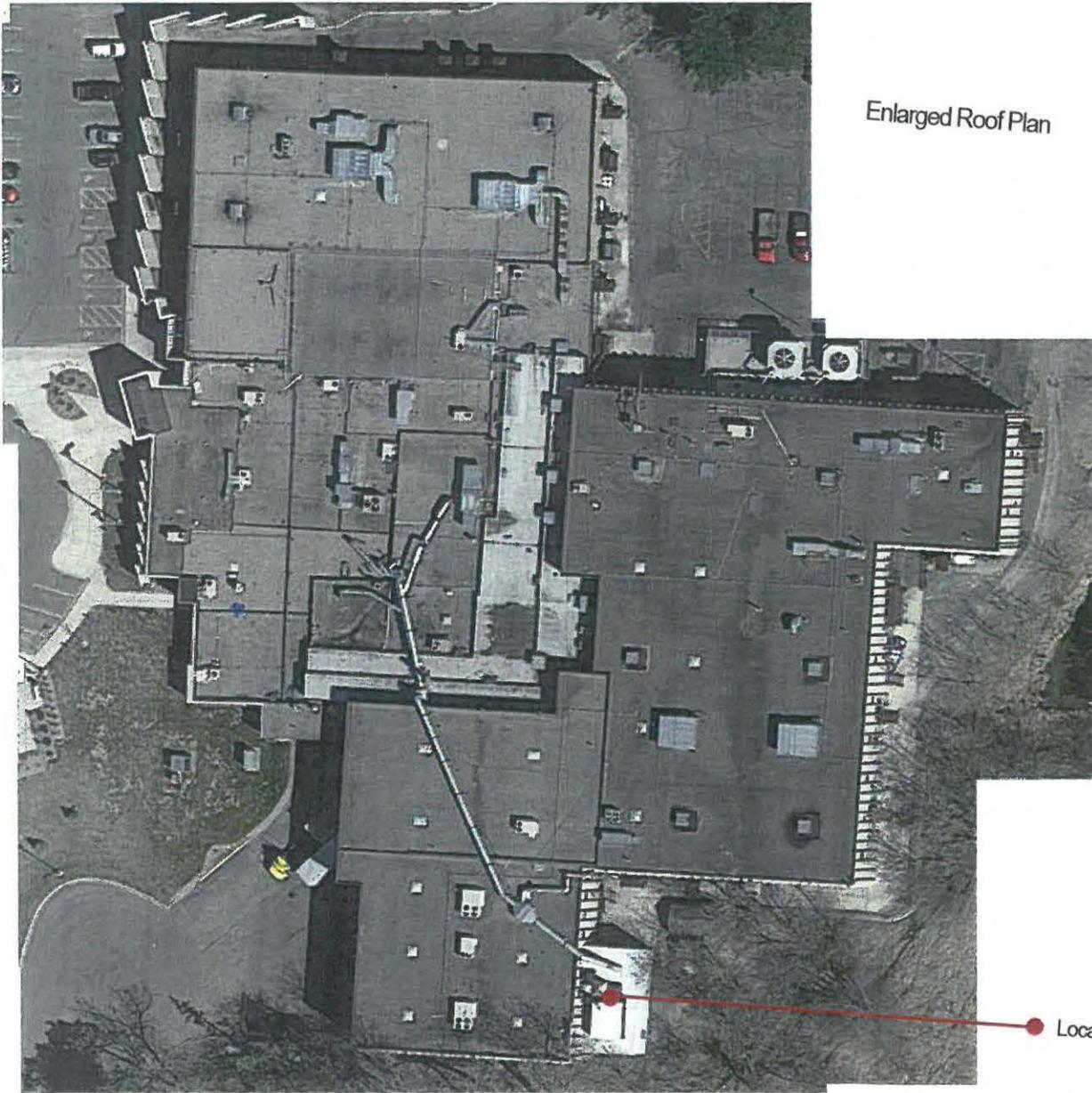
 EDWARD FARR ARCHITECTS
 Signature of Applicant(s)

NOVEMBER 12, 2018

 Date

<u>To Be Completed By Office:</u>		CR #	
Date Request Received	11/13/18	039555	
By	Karen	\$75.00 Fee + \$200 Deposit Received	<input checked="" type="checkbox"/> Yes
	(Staff Member)		<input type="checkbox"/> No
Date Application Complete	_____		

Enlarged Roof Plan

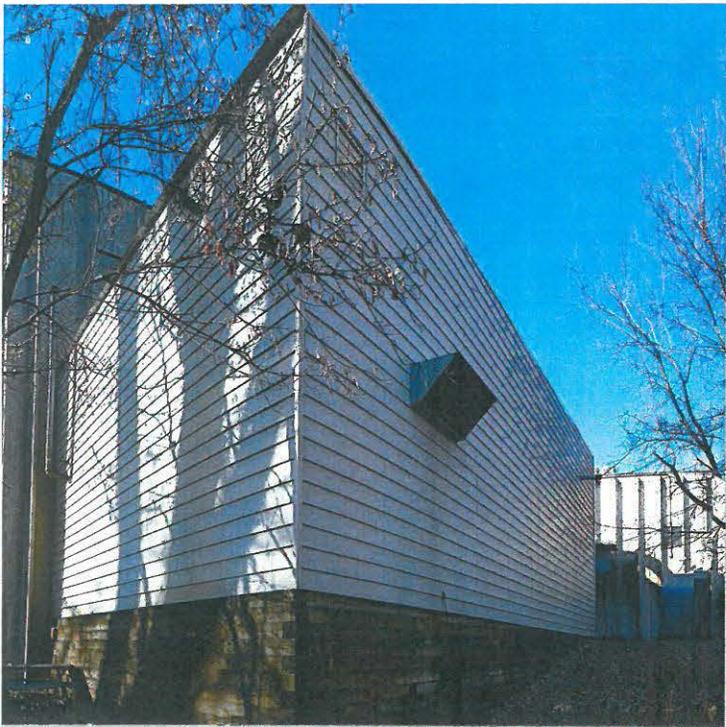


Location of Equipment Building



Site

Neighborhood Map



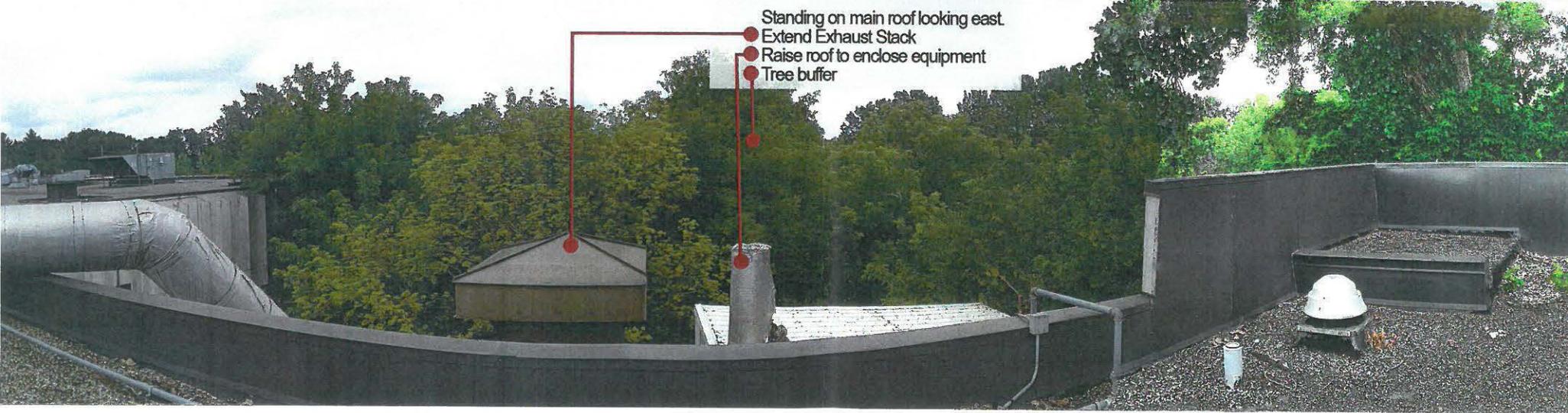
Existing prefinished steel siding Equipment Building.



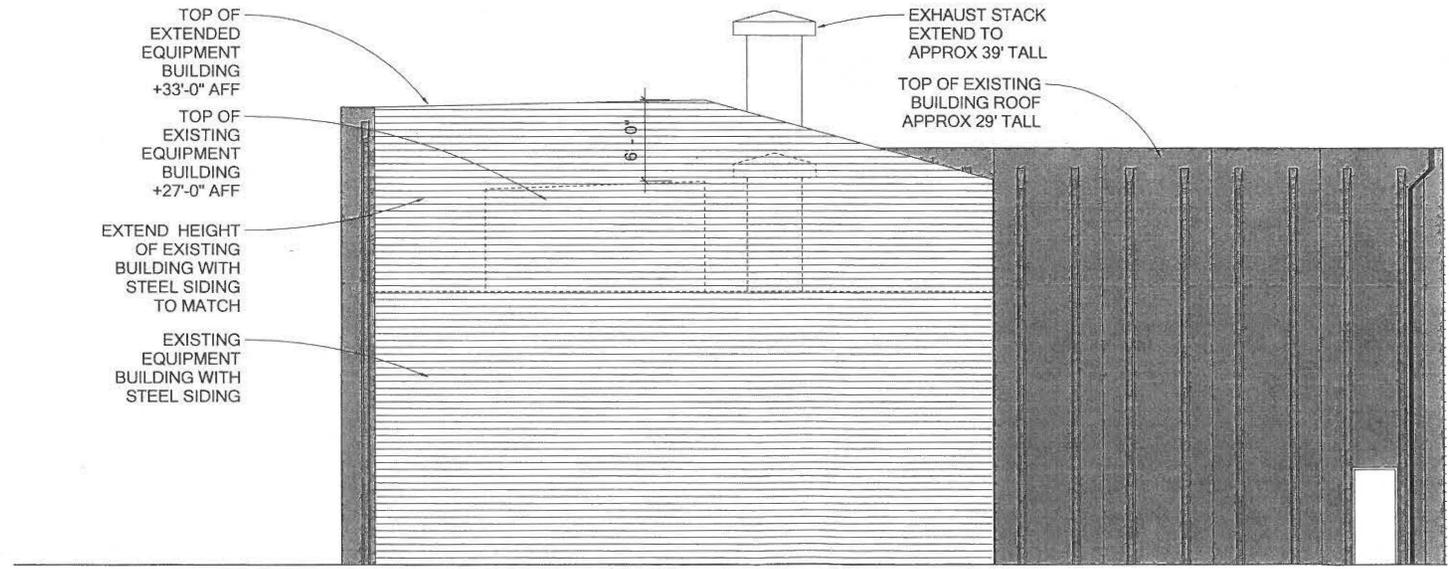
Street view from Otter Lake Road looking east.



Street view from Whittaker Court looking west.



C:\Bent Project\18049 Water Gremlin North Campus Phase - 11/12/2018 11:14:49 AM
E.A.F.



1 COATING RECLAMATION-EAST
PCE-A1 SCALE: 1/4" = 1'-0"

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Edward A. Farr
Date: 11/12/2018 Reg. No: 16362

Project Manager:
NSL

EDWARD FARR ARCHITECTS INC
779 Galena Village Drive Tel: 920.843.9456
Ellen Prairie, Minnesota 55411 www.edwardfarr.com

Client _____

Project
Water Gremlin Pollution Control Building
4400 Otter Lake Road
White Bear Township
Minnesota

Issued For	Date
Permitted Use Application	11/12/2018

Sheet Title
Pollution Control Building Elevation

Project Number 18.049 Sheet Number PCE-A1



ZONING CERTIFICATE

TOWN OF WHITE BEAR, MINNESOTA

I hereby certify that the real estate situated in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit: The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 30, Range 22, Ramsey County, Minnesota, and commonly known as 4400 Otter Lake Road (south campus); and the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 30, Range 22, and the West 1/2 of the Northeast 1/4 of the Southeast 1/2 of Section 22, Township 30, Range 22, and commonly known as 4370 Otter Lake Road, is in a(n) I - 1 Light Industrial District and can be used for the following purpose: Construction of a 72,000 square foot addition onto their new southern campus, all in accordance with the attached Requirements, pursuant to Ordinance No. 35, the Zoning Ordinance for the Town of White Bear, Ramsey County, Minnesota.

Dated: December 17, 2018.

TOWN CLERK

- CONDITIONAL USE PERMIT
- PERMITTED USE
- NON-CONFORMING USE
- SPECIAL HOME OCCUPANCY PERMIT
- OTHER: _____

Permitted Use Standards Permit Requirements

Water Gremlin
4400 Otter Lake Road (south campus)
White Bear Township, MN 55110

**This Permitted Use Standards Permit Supersedes the
Permitted Use Standards Permit Issued on August 7, 2017 &
December 27, 2012**

1. The following Plans are adopted as part of this Zoning Certificate:
 - Site Plan A-1 dated 5/31/2017
 - Floor Plan A-2 dated 5/31/2017
 - Exterior Elevation A-3 dated 5/31/2017
 - Perspective Views A-4 dated 5/31/2017
 - Existing Conditions C1-1 dated 6/1/2017
 - Demolition Plan C1-2 dated 6/1/2017
 - Site Plan C2-1 dated 6/21/2017
 - Grading & Drainage Plan C3-1 dated 6/1/2017
 - Stormwater Pollution Prevention Plan C3-2 dated 6/1/2017
 - SWPPP Notes & Details C3-3 dated 6/1/2017
 - SWPPP Notes & Details C3-4 dated 6/1/2017
 - Utility Plan C4-1 dated 6/1/2017
 - Civil Details C8-1 dated 6/1/2017
 - Civil Details C8-2 dated 6/1/2017
 - Landscape Plan L1-1 dated 6/1/2017
 - Lot Consolidation I-1 dated 5/31/2017
 - Title Sheet dated 12/10/12
 - Preliminary Removals Plan dated 12/10/12
 - Preliminary Site Plan dated 12/10/12
 - Preliminary Grading & Stormwater Pollution Prevention Plan dated 12/10/12
 - Preliminary Stormwater Pollution Prevention Plan dated 12/10/12
 - Preliminary Utility Plan dated 12/10/12
 - General Details Plan dated 12/10/12
 - Preliminary Landscape Plan dated 12/10/12
 - Landscape Details dated 12/10/12
 - First Floor Plan A 2.1 dated 11/1/12
 - Mezzanine Floor Plan A 2.2 dated 11/1/12
 - Elevation Plan A 5.1 dated 11/1/12
 - Pollution Control Building Elevation dated 11/12/18

2. No tree removal shall take place during the months of May or June unless a tree removal plan which includes root graft severing is approved by Staff. This requirement is adopted to avoid oak wilt disease.

3. The required fire sprinkler system must be monitored by an approved control station monitoring company.
4. All rooftop mechanical shall be screened in a manner which compliments the building.
5. Building mounted lighting shall be concealed source type and shall not project glare onto adjacent properties.
6. Parking lot lighting shall consist of structures which shall not project glare onto adjacent properties, and shall be a box type reflector using high pressure sodium lights or LED lighting. (Downward reflection, no lateral reflection.)
7. All signs shall meet Town Ordinance requirements.
8. Any monument sign shall include the Town logo or the wording "White Bear Township" on the sign.
9. No employee parking shall be allowed on Whitaker Avenue or Otter Lake Road.
10. All pond outlets shall be located so that they are not in any wetland areas.
11. No construction equipment or dumpsters shall be located on Whitaker Avenue or Otter Lake Road.
12. Emergency exit-way lighting shall be required in the building.
13. All parking lot paving shall be located outside of drainage and utility easements.
14. That all drainage areas on the premises shall be in compliance with the Vadnais Lake Area Water Management Organization's rules and regulations.
15. All quality trees which must be removed as a result of construction of the new building and are of a size which can be moved by a tree spade, shall be relocated on the Water Gremlin site or relocated within a Township park. Town staff shall review and approve the relocation of quality trees to be relocated.
16. An approved fire department lock box shall be provided by the owner.
17. Ponding easements shall be provided to the Town over the holding ponds.

18. Tree protective fencing as shown on the approved Landscaping Plan shall be installed at locations reviewed and approved by staff before grading may begin.
19. Drainage and utility easements shall be provided along the right-of-way side of 4336 Otter Lake Road when acquired.
20. Water system demands must be submitted for review.
24. An underdrain system for the rain garden is recommended to achieve the modeled filtration rate. If an underdrain system is not incorporated, the HydroCAD model should be revised with no exfiltration outlet device in Node 5P.
25. Approval of a driveway permit(s) to connect the parking lot to Otter Lake Road shall be approved by Ramsey County.
26. Applicant shall meet all other requirements imposed by Ramsey County.
27. All Federal and State statutes, rules and regulations and all local Ordinances shall be complied with.

Previously Satisfied

19. The following requirements of the Town Engineer shall be adhered to:
 - Applicant to provide a copy of the project specifications
 - Applicant to provide a traffic control plan for potential lane closures of Otter Lake Road
 - Regarding Sheet 3 -
 1. Very large areas are being concentrated onto silt fence. Provide j-hooks or other means to reduce flow along silt fence boundary.
 2. Final erosion control approval subject to Vadnais Lake Area Water Management Organization.
 - Regarding Sheet 5 -
 1. Provide legal documentation for private property storm sewer encroachment.
 - Regarding Sheet 6 -
 1. Provide legal documentation for private property storm sewer encroachment.

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



**Town Board Meeting
December 17, 2018**

Agenda Number: 8B – New Business

Town Planner Item:

**Subject: 5685 Portland Avenue - Receive Planning
Commission Recommendation & Direct Next Step**

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Receive Planning Commission Recommendation & Direct Next Step

**Minutes
Planning Commission
November 29, 2018**

5685 PORTLAND AVENUE – REVIEW POTENTIAL DEVELOPMENT LAYOUT: The Township currently owns the property at 5685 Portland Avenue after an extended lawsuit with the previous owners. Settlement of the lawsuit included the Town's condemnation of the property and payment to the previous property owners. The Town has reviewed several development proposals for this property over the past 15 years. None have been approved by the Town as all of the proposals requested the Town to modify the Land Use Safety Zones to accommodate additional density on the property. Plans have proposed 14 lots, 19 lots, and other sketch plan alternatives in the past. Once the Town purchased the property staff was asked to work with E.G. Rud & Sons Surveyors to lay out a development which meets current ordinance requirements. Staff asked Rud to lay out 8 single family home lots on the property for consideration by the Town. Previous layouts were also considered.

At this time the Town Board and EDAB are leaning towards the 8 single family proposal. The proposal includes: 1) 8 single family home lots; 2) 5 of the lots meet a 3 acre minimum size as required by Land Use Safety Zone B; 3) a trail is planned along the western edge of the upland portion of the property; 4) the existing Morgan Trail is planned to extend south into the stable property and extend to Portland Avenue; 5) the existing stormwater treatment pond

would be expanded; 6) the Town would retain ownership of the trail corridor and the westerly portion of the property which is wetland.

Questions and comments included:

- Could this property be used as a solar farm?
- Would the Township have use for the property?
- The Township would like to see a plan that is not negotiable
- Would there be a concept plan for the neighbors? (Yes. A neighborhood meeting and Public Hearing would be scheduled).
- Is there sanitary sewer there? (With this plan it would be a gravity flow system).
- The Township owns land on three sides of the westerly portion of this property – all wetland.
- A trail would be on Township property.

After discussion it was the consensus that the plan provided on page 30 with an 8 single family plan would be the most desirable plan for the property.

Artner moved to recommend to the EDA/Town Board that the Planning Commission recommends the 8 single family plan as provided on page 30 of the meeting packet as the most desirable use of the property. Kotilinek seconded. Ayes all.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: NOVEMBER 21, 2018

SUBJECT: DEVELOPMENT OF THE STABLE PROPERTY
REQUEST: PLANNING COMMISSION PLAN REVIEW

LOCATION: 5685 PORTLAND AVENUE
ZONING: R-1, SUBURBAN RESIDENTIAL, SUBJECT TO THE LAND USE SAFETY ZONE OVERLAY
PROPERTY OWNER: WHITE BEAR TOWNSHIP

The Township currently owns the property at 5685 Portland Avenue after an extended lawsuit with the previous property owners. Settlement of the lawsuit included the Town's condemnation of the property and payment to the previous property owners.

The Town has reviewed several development proposals for this property over the past 15 years. None have been approved by the Town as all of the proposals requested the Town to modify the Land Use Safety Zones to accommodate additional density on the property.

Plans have proposed 14 lots, 19 lots and other sketch plan alternatives in the past.

Once the Town purchased the property, staff was asked to work with E.G. Rud & Sons Surveyors to layout a development which meets current ordinance requirements. Staff asked Rud to layout 8 single family home lots on the property for consideration by the Town. More dense layouts were also considered.

At this time the Town Board and EDAB are leaning towards the attached development proposal which shows 8 lots. The Town plans to market this property based on a specific plan.

The Town Board has asked the Planning Commission to review the attached proposal and provide input and a recommendation regarding this proposal. The proposal includes:

- 8 single family home lots
- 5 of the lots meet a 3 acre minimum size as required by Land Use Safety Zone B
- A trail is planned along the western edge of the upland portion of the property

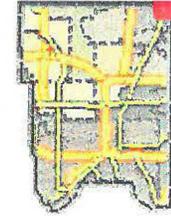
- The existing Morgan Trail is planned to extend south into the stable property and extend to Portland Avenue
- The existing stormwater treatment pond would be expanded
- The Town would retain ownership of the trail corridor and the westerly portion of the property which is wetland

Staff will present the development proposal at the November meeting for Planning Commission discussion and input.

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



Legend



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

Notes

Enter Map Description

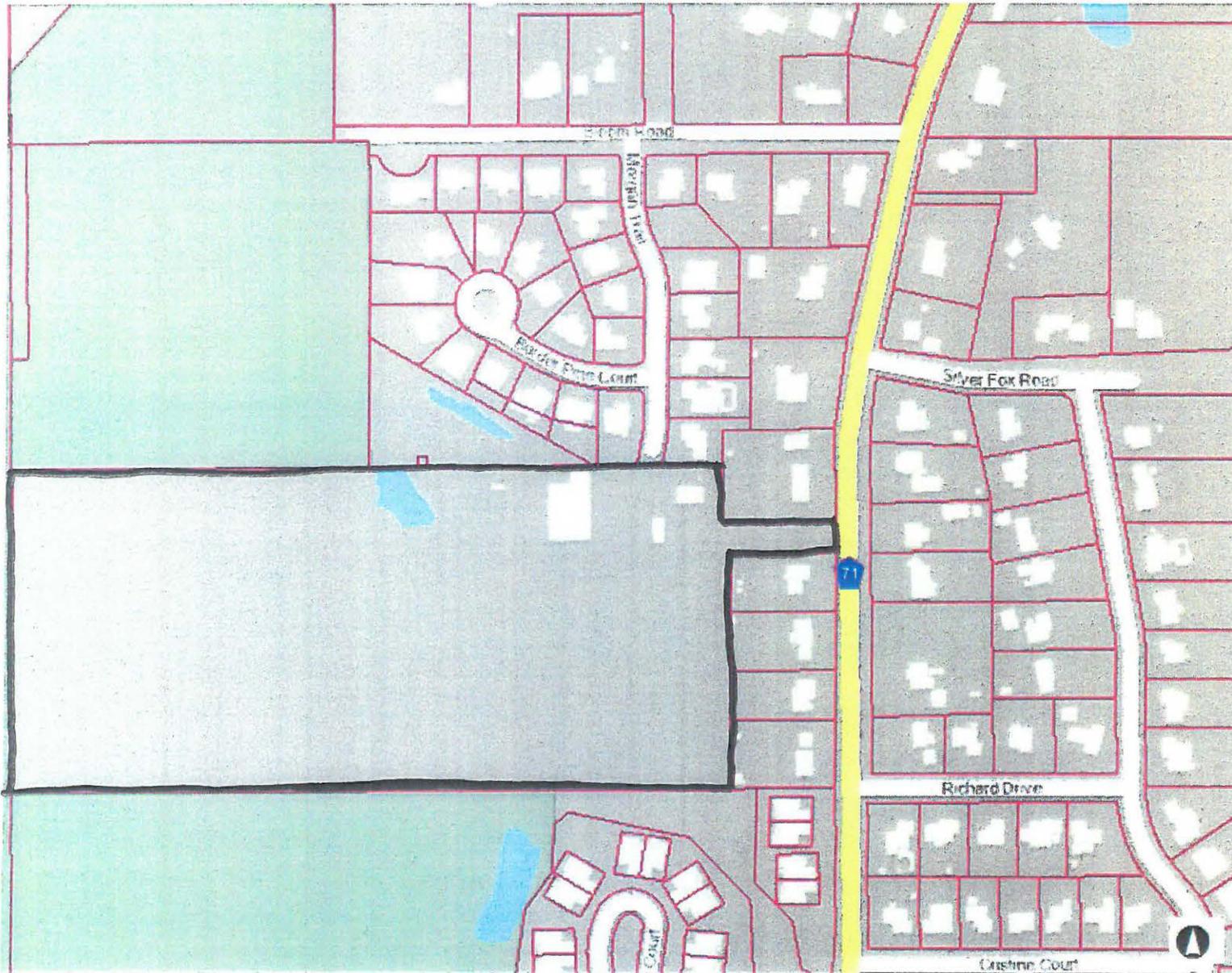
1,333.3 0 666.67 1,333.3 Feet

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.

Legend

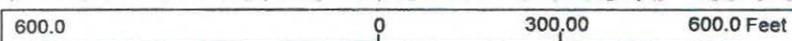


-  City Halls
-  Schools
-  Hospitals
-  Fire Stations
-  Police Stations
-  Recreational Centers
-  Parcel Points
-  Parcel Boundaries



Notes

Enter Map Description





**Town Board Meeting
December 17, 2018**

Agenda Number: 8C – New Business

Public Works Director Item:

**Subject: Town Parks Trash & Recycling Receptacles –
Receive Quotes & Approve Purchase**

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 Kay Park Recreation in the Amount of \$12,757.20 With Funding From the Park Improvement Fund

MEMORANDUM

Date: December 17, 2017

To: Town Board

From: Peter Tholen, Public Works Field Maintenance Supervisor; Dale Reed, Public Works Director

Re: Park trash and recycling receptacles purchase

Public Works would like to continue the phased replacement of damaged trash and recycling receptacles, with new receptacles, at the Township's 25 parks. The Township currently has a mix of exposed concrete aggregate, recycled plastic and expanded metal trash and recycling receptacles. The new receptacles will be surface mounted to a concrete pad base. Public Works will pour the base and mount the receptacles this coming spring/summer.

Quotes were requested from three vendors that supply the trash and recycle receptacles. Quotes were received from all three vendors. The lowest quote was from Kay Park Recreation for \$12,757.40 with the second lowest from Kirby Built for \$13,557.18, and from Barco Products \$14,420.26. The proposed purchase is identified in the 2018-2027 Capital Improvement Plan.

Funding for the trash and recycle receptacles will be derived from the Park Improvement Fund.

Town Board action is to accept the quotes for trash and recycling receptacles and approve the purchase from Kay Park Recreation for \$12,757.40.

Patti Walstad

From: Leticia Flowers <LFlowers@barcoproducts.com>
Sent: Thursday, December 6, 2018 10:04 AM
To: Pete Tholen
Subject: 28 blue and green receptacles Barco Products: New Quote # QBP00097399-003



Hello, Peter Tholen

Thank you for your quote from Barco Products. You can check the status of your quote by [logging into your account](#). If you have any questions about your quote please contact us at sales@barcoproducts.com or call us at 1-800-338-2697 7 a.m. to 5 p.m. CT, Monday through Friday

Your quote confirmation is below. Thank you again for your business.

Your quote #QBP00097399-003 (placed on December 6, 2018 9:52:19 AM CST)

Shipping Information:

Pete Tholen
White Bear Township
1283 HAMMOND RD
SAINT PAUL, Minnesota, 55110-5866
United States
T: 651-747-2776
F: 651-429-7829

Billing Information:

Lynette Olinger
White Bear Township
1281 HAMMOND RD
SAINT PAUL, Minnesota, 55110-5866
United States
T: 651-747-2776
F: 651-429-7829

Item	Sku	Qty	Subtotal
Supersaver Receptacle/ Dome Lid and Liner/ Blue <i>Select Lid Type</i> Dome Lid <i>Color Options</i> Blue 201	08SA2604-BL	12	\$5,350.20
Supersaver Receptacle/ Dome Lid and Liner/ Green <i>Select Lid Type</i> Dome Lid <i>Color Options</i> Green 202	08SA2604-GN	16	\$7,133.60
Receptacle Surface Mount Kit	08SA2606	28	\$1,244.60
		Subtotal	\$13,728.40
		Shipping & Handling	\$691.86
		Grand Total	\$14,420.26

Thank you, Barco Products

Barco Products | 24 N. Washington Ave. | Batavia, IL 60510 | United States



Kay Park Recreation
Making People Places, People Friendly Since 1954

Sales@kaypark.com; www.kaypark.com
 1301 Pine Street
 Janesville, IA 50647-1028
 Phone: 800-553-2476; Fax: 319-987-2127

Sales Quote

Page 1 of 1

Quote ID: 08201803MN
 Quote Date: 08/20/2018
 Date Printed: 12/06/2018
 Prepared By: ROSTECK, LORRAINE

WHTBER

Quote To: WHITEBEAR TOWNSHIP
 1281 HAMMOND
 WHITEBEAR TOWNSHIP, MN 55110

Ship To: WHITEBEAR TOWNSHIP
 1281 HAMMOND
 WHITEBEAR TOWNSHIP, MN 55110

Contact: PETE
 Phone: 651-747-2761
 Fax: 651-426-2258
 E-Mail: PETE.THOLEN@WHITEBEARTOWNSHIP.ORG
 BGHTB4
 CITYOF

Carrier: XPO

Payment Terms:

- 24 Hour Call Ahead
- Liftgate
- Residential Delivery

Item	Model and Description (Below)	Color Information (If Applicable)	List Price	Disc (%)	Net Price	Qty	Item Total
1.	132LRVPSMN LITTER RECEP. 31 GAL. , VP COATED EXPANDED METAL SURF MT BROWN		\$359.00	10	\$323.10	16	\$5,169.60
2.	DLMP3255 DT4455 24" ID PLASTIC DOMED LID, FITS INSIDE 132LR, OVER 132LRVP & RLR2132		\$99.00	10	\$89.10	16	\$1,425.60
3.	132LRVPSMB LITTER RECEP. 31 GAL. , VP COATED EXPANDED METAL SURF MT BLUE		\$359.00	10	\$323.10	12	\$3,877.20
4.	DLMP3255 DT4455 24" ID PLASTIC DOMED LID, FITS INSIDE 132LR, OVER 132LRVP & RLR2132		\$99.00	10	\$89.10	12	\$1,069.20
5.	CP32 PLASTIC CAN 32 GAL BLACK FOR 132LR (S-2750-00-159)		\$34.00	10	\$30.60	28	\$856.80

Total Weight: 2828 Lbs.

Sub-Total: \$12,398.40
 Shipping/Handling: \$359.00
 Total Amount: \$12,757.40

- Freight charges do not include off loading unless liftgate is checked.
- Freight charges may vary due to fuel surcharges.
- Quote valid for 30 days.
- Site preparation not included.
- Assembly preparation not included.

Patti Walstad

From: Kirby Built <info@kirbybuilt.com>
Sent: Thursday, December 6, 2018 10:45 AM
To: Pete Tholen
Subject: KirbyBuilt: New Quote # QKB00010446-002



Hello, Peter Tholen

Thank you for your quote from KirbyBuilt. You can check the status of your quote by [logging into your account](#). If you have any questions about your quote please contact us at info@kirbybuilt.com or call us at 1-866-965-4729 8 a.m. to 5 p.m. CT, Monday through Friday

Your quote confirmation is below. Thank you again for your business.

Your quote #QKB00010446-002 (placed on December 6, 2018 8:54:23 AM CST)

Shipping Information:

PETE THOLEN
WHITE BEAR TOWNSHIP
1283 HAMMOND RD
WHITE BEAR TOWNSHIP, Minnesota, 55110
United States
T: 651-747-2776
F: 651-429-7829

Billing Information:

Item	Sku	Qty	Subtotal
Supersaver Receptacle/ Dome Lid and Liner/ Blue <i>Select Lid Type</i> Dome Lid <i>Color Options</i> Blue 201	VIL5405BL	12	\$5,866.20
Supersaver Receptacle/ Dome Lid and Liner/ Green <i>Select Lid Type</i> Dome Lid <i>Color Options</i> Green 202	VIL5405GN	16	\$7,821.60
Receptacle Surface Mount Kit	VIL5408	28	\$1,367.80
Subtotal			\$15,055.60
Shipping & Handling			\$759.92

Discount	-\$2,258.34
Grand Total	\$13,557.18

Thank you, KirbyBuilt

KirbyBuilt Quality Products | 222 State St. | Batavia, IL 60510 | United States



**Town Board Meeting
December 17, 2018**

Agenda Number: 8D – General Business

Finance Officer Item:

**Subject: Resolution Adopting the Amount to be Raised by
Property Taxation for the Year 2019 - Approve**

Documentation: Resolution

Action / Motion for Consideration:

Finance Officer Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Adopt the

**Resolution Adopting the Amount to be Raised by Property Taxation
for the Year 2019**

Prudhon – Moves

Ruzek – Seconds

Consideration of Adopting Resolution Amount to be Raised by Property Taxation for 2019 (TK)

A. REFERENCE AND BACKGROUND:

The Town Board and staff have had various budget workshops and the budget and proposed tax levy were presented to residents on December 11, 2018 at the Annual Special Town Budget Meeting. At that meeting resident approve a 2019 property tax levy of \$3,403,055.00. This levy will support the Town's 2019 operating budget. The levy is a 5.47% increase from the 2018 property tax levy and would give the Town the third lowest tax rate of all municipalities in Ramsey County at 21.681%.

The Town Board is requested to approve the attached resolution adopting the 2019 property tax levy in the amount of \$3,403,055.00.

- A1. Budget Impact:** The passing of this resolution sets the amount of taxes to be levied for 2019, which will support the Town's 2019 general operations.
- A2. Staff Workload Impact:** There would be no staff workload impacts for this item.

B. ALTERNATIVE ACTIONS:

- 1. Adopt the attached resolution adopting the 2019 property tax levy in the amount of \$3,403,055.00.
- 2. Adopt a resolution setting the 2019 property tax levy at an amount other than the \$3,403,055.00.
- 3. Do not adopt a resolution adopting the 2019 property tax levy.

C. STAFF RECOMMENDATION:

Staff recommends alternative #1 for the adoption of the resolution as attached setting the 2019 property tax levy in the amount of \$3,403,055.00.

D. SUPPORTING DATA:

Resolution adopting the 2019 property tax levy.

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

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on December 17, 2018, at 7:00 o'clock p.m.

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

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION ADOPTING THE AMOUNT TO
BE RAISED BY PROPERTY TAXATION FOR
THE YEAR 2019**

WHEREAS, the Annual Town Meeting held on March 13, 2018, voted to raise by taxation, an amount not-to-exceed \$3,868,742.00,

WHEREAS, at a Town Board Meeting held on September 17, 2018, the Town Board voted to raise by taxation, an amount not-to-exceed \$3,786,589.00,

AND WHEREAS, the Special Town Meeting held on December 11, 2018, voted to raise by taxation, an amount not-to-exceed \$3,403,055.00,

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

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

Property Tax	\$ 3,123,761.00
Fiscal Disparities	\$ <u>279,294.00</u>
Total Levy	\$ 3,403,055.00

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



**Town Board Meeting
December 17, 2018**

Agenda Number: 8E – General Business

Finance Officer Item:

Subject: 2019- 2028 Capital Improvement Plan - Approve

Documentation: CIP

Action / Motion for Consideration:

Finance Officer Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Approve the 2019-2028 Capital Improvement Plan for White Bear Township

Consideration of Adopting the 2019 – 2028 Capital Improvement Plan (CIP). (TK)

A. REFERENCE AND BACKGROUND:

As part of the 2019 budget process the staff developed and revised it's ten-year CIP and presented it to the Town Board at a previous Town Board Executive Meeting. Some of the advantages of the CIP is that help ensure financial stability by planning long-range, costly expenditures by ensuring projects fit the Towns budget and not stack projects into one or two years.

Projects/purchases list for 2019 were included in the Town's 2019 budget. Projects/purchases in the years 2020 through 2028 are estimates by staff as to when they will be needed and can be adjusted in future CIP's. Projects/purchases included in the 2019 budget and CIP still must go through the Town's purchase procedure and follow the Town's purchase policy before contracts are awarded for work or purchases ordered.

- A1. Budget Impact:** The projects/purchases included in the CIP for 2019 were incorporated into the Town's 2019 budget.
- A2. Staff Workload Impact:** Staff will use the CIP to guide when future capital expenditures are purchased or projects performed.

B. ALTERNATIVE ACTIONS:

- 1. Adopt the 2019 – 2028 CIP.
- 2. Adopt an adjusted 2019 – 2028 CIP.
- 3. Do not adopt the 2019 – 2028 CIP.

C. STAFF RECOMMENDATION:

Staff recommends alternative #1 for the adoption of the 2019 – 2028 CIP.

D. SUPPORTING DATA:

2019 – 2028 CIP summary.

EXPENDITURES:												
Project Name	Page #	Priority Ranking	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Administration												
Replace Computer Servers	12	20.25	10,000			10,000				10,000		
Replace Desktop Computers & Monitors	13	20.25	8,750		6,300		6,300			6,300	6,300	
Replace Laptop Computers	14	34.25			6,000				6,000			
Software Upgrades	15	41.45	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Purchase Large Screen TV	16	31.75	2,000									
Administration Building Security System	17	22.70	6,000									
Replace Document Scanner	18	42.75	4,000			4,000						4,000
Replace/Purchase Office Furniture	19	18.25	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Town Buildings												
Replace/Purchase Cable/AV Equipment	20	18.70	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Replace Office Chairs	21	28.15		1,200		1,200		1,200		1,200		1,200
Repaint Administrative Building Interior	22	34.15	40,000									
Replace Administrative Building Carpet	23	34.15	30,000									
Replace Administrative Building Entrance Doors	24	36.55	25,000									
Reroof Administrative Building	25	29.85			30,000							
HVAC Improvements in the Administration Building	26	44.40			75,000							
Mill and Overlay/Reconst. Admin. Building Parking Lot	27	29.40	40,000									
Replace Administrative Building Retaining Wall	28	35.35	50,000									
Purchase Emergency Generator for Buildings	29	21.80	160,000									
Public Safety												
Replace Code Enforcement Vehicle	30	34.85					30,000					
Public Works												
Replace/Purchase Speed Control Signs	31	44.05					20,000					
Replace Trailers	32	34.45				30,000						
Replace Tractor	33	31.25					45,000					
Replace Toolcat	34	29.20						80,000				
Replace Skidsteers	35	31.95						80,000	65,000			
Replace Bobcat Tracks	36	18.10	4,200			4,200			4,200			4,200
Replace Brush Chipper	37	33.15			45,000							
Replace Pickup Trucks	38	24.75	30,000		50,000				50,000		50,000	
Replace Single Axle Dump/Plow Trucks	39	28.60		300,000	300,000						300,000	
Replace Dump/Utility Trucks	40	27.25				140,000						
Small Tools & Equipment	41	Varies	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Purchase Mini Excavator	42	24.55									100,000	
Replacement of Street Sweeper	43	34.65						300,000				

EXPENDITURES CONTINUED:

Project Name	Page #	Priority Ranking	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Public Works Continued												
Replacement of Rounds Pickup Truck	44	27.50			65,000					30,000		
Replacement of Asphalt Hot Box	45	34.90		60,000								
Replace Lighting on Generator	46	33.65	1,500									
Replace Snow Plow Equipment	47	27.35	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Purchase/Replace 800 Mghz Radios	48	45.00	18,710	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200
Purchase Clam Truck	49	25.80					100,000					4,200
Construct Public Works Staging Area	50	18.25	35,000									
Replace Public Works Building Water Softener	51	23.75	5,500									
Public Works Garage Door Replacement	52	36.70	20,000									
Road and Bridge												
Replacement of Street Name Signs	53	27.60	28,000	210,000	62,000							
Park Maintenance												
Replace Zero Turn Mowers	54	34.65				30,000					30,000	
Purchase Large Pull Mower	55	32.30				30,000						
Replace Large Turf Mower	56	25.80			85,000						85,000	
Purchase Ballfield Grooming Machine	57	29.25	30,000									
Replace Rough Terrain Vehicle (RTV)	58	28.75					45,000					
Replacement of Park Refuse/Recycling Containers	59	25.05	13,000									
Purchase Security Cameras	60	29.50	6,000									
Replace Various Park Signs	61	27.35	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
White Bear Parkway Trail Remarking	62	33.30		5,000								
Park Improvement Fund												
Bellaire Beach Improvements	63	17.05	60,000									
Rebuild Bellaire Park Tennis Courts/Inline Skate Area	64	29.30			30,000							
Columbia Park Parking Lot Replacement	65	27.90		200,000								
Birch Park Handicapped Accessibility Improve.	66	17.05	1,000									
Repair Ballfield Back Stops	67	35.90	5,000									
Park Trail Sealcoating	68	20.95	60,000									
Replace Playground Equipment at Manor Park	69	26.15						50,000				
Improve Playground Area/Surface at Columbia Park	70	28.40							80,000			
Replace Playground Equipment at Brandlewood Park	71	28.40	80,000									
Replace Playground Equipment at Mead Park	72	28.40				80,000						
Replace Playground Equipment at Otter Park	73	28.40								80,000		
Replace Summit Lane Dock	74	33.80						5,000				
Replace Red Pine Park Boardwalk	75	33.80							10,000			

EXPENDITURES CONTINUED:

Project Name	Page #	Priority Ranking	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Park Acquisition Fund												
Bald Eagle Trail Development	76	33.30	100,000									
Bruce Vento Trail Development	77	31.80		100,000								
Buffalo Street Trail Development	78	33.30		150,000								
Centerville Road Trail Development/Reconstruct	79	33.30				300,000						
County Road H2 Trail Development	80	33.30	100,000					500,000				
Northeast Area Trail Development	81	33.30	30,000									
Fox Meadow Park Trail Development	82	33.30					110,000					
Brandlewood Park Trail Development	83	33.30							55,000			
Rutherford Park/Lake Links Trail Development	84	33.30	110,000									
Community (Polar Lakes) Park Fund												
Baseball Field Improvements	85	27.15	30,000	30,000	30,000							
Construct Exercise Court/Area	86	27.15	125,000									
Grandstand Construction	87	15.50									400,000	
Polar Lakes Park Soccer Field Restroom Construction	88	28.50	400,000									
Polar Lakes Park Soccer Field Restroom Construction	89	28.50		400,000								
Purchase Baseball Field #3 Scoreboard	90	20.40			15,000							
Replace Dugout Roofs	91	24.70	125,000									
Repair/Replace Signs	92	27.35									3,000	
General Polar Lakes Park Improvements	93	23.20	15,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000
Construct Amphitheatre/Band Shell	94	24.40			500,000							
Parking Lot Expansion	95	38.45				132,000						
Replace Playground Equipment	96	28.40			250,000							
Improvement Fund												
Road Mill and Overlay/Reconstruction Projects	97	36.20	3,200,000		3,100,000		4,300,000		2,600,000		2,500,000	
Sealcoat Projects	98	36.95	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Annual Curb Repair and Replacement	99	38.30	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Water Fund												
Well Pumphouse Improvements	100	30.35	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500
Replace Water Meters	101	36.25	1,200,000									
Water Tower Painting - Hammond Road Tower	102	24.75	1,000,000									
Hydrant Rehabilitation	103	41.25	30,000									
Installation of Radio Read Devices	104	24.10						100,000	100,000			
Well Pump Rehabilitation	105	37.85		32,000		60,000		35,000			50,000	
GIS Integration of Township Infrastructure	106	30.35	250,000	25,000								

EXPENDITURES CONTINUED:

Project Name	Page #	Priority Ranking	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Sewer Fund												
Replace Jet/Vac Truck	107	56.55				400,000						
Sanitary Sewer Lining Project	108	35.30				1,500,000						
Sanitary Sewer Infiltration Prevention Projects	109	46.40	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Rehabilitation of Lift Stations	110	31.20	250,000									
Sanitary Sewer Manhole Grouting	111	33.80	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Purchase Televising (Camera) Trailer	112	44.25	100,000									
Storm Water Utility Fund												
South Area Storm Water Improvements	113	28.20	500,000									
Replacement of Storm Water Culverts	114	29.30	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Storm Water Structure Repairs	115	36.75	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Pond/Ditch Cleaning	116	36.75	130,000	130,000	200,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Stillwater Street Drainage Improvements	117	31.35										500,000
Beaver Street Drainage Improvements	118	31.35				25,000						
Allendale Drive Ditch Cleaning	119	31.35	30,000									
Pioneer Lane Ditch Cleaning	120	31.35	50,000									
Lake and Overlake Avenue Drainage Pipe	121	41.20	40,000									
Otterview Trail Drainage Improvements	122	31.35					35,000					
Birch Road Drainage Improvements	123	35.45		30,000								
Total Expenditures			8,920,160	2,059,900	5,236,000	3,358,100	5,318,000	1,822,900	3,606,900	764,200	4,161,000	1,146,100
General Fund - Road & Bridge			28,000	235,000	62,000	0	0	0	0	0	0	0
General Fund - Park & Rec			22,500	8,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Park Acquisition Fund			240,000	250,000	0	150,000	110,000	500,000	55,000	0	0	0
Improvement Funds			960,000	160,000	935,000	160,000	1,235,000	160,000	810,000	160,000	785,000	160,000
Special Assessments			2,650,000	0	2,325,000	1,005,000	3,225,000	0	1,950,000	0	1,875,000	0
Community Park Improvement Fund			665,000	481,000	846,000	183,000	51,000	51,000	51,000	51,000	454,000	51,000
Park Improvement Fund			306,000	200,000	30,000	230,000	0	55,000	90,000	80,000	0	0
Water Fund			2,336,500	38,500	6,500	66,500	6,500	141,500	106,500	6,500	56,500	6,500
Sewer Fund			410,000	60,000	60,000	555,000	60,000	60,000	60,000	60,000	60,000	60,000
Storm Water Utility Fund			605,000	215,000	255,000	305,000	330,000	340,000	305,000	305,000	305,000	805,000
Capital Building Fund			411,500	0	105,000	0	0	0	0	0	0	0
Capital Equipment Fund			255,660	406,900	600,500	675,100	284,000	471,900	163,900	98,200	615,000	60,100
Trade-In/Salvage Value			0	5,000	7,500	25,000	13,000	40,000	12,000	0	7,000	0
Grants			30,000	0	0	0	0	0	0	0	0	0
Total Revenue Sources			8,920,160	2,059,900	5,236,000	3,358,100	5,318,000	1,822,900	3,606,900	764,200	4,161,000	1,146,100



**Town Board Meeting
December 17, 2018**

Agenda Number: 8F – General Business

Finance Officer Item:

Subject: 2019 Budget - Approve

Documentation: Finance Officer Memo / Budget

Action / Motion for Consideration:

Finance Officer Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Approve the 2019 Budget for White Bear Township in the Amount of \$4,231,356.00

Consideration of Adopting the 2019 Budget. (TK)

A. REFERENCE AND BACKGROUND:

Over the last several months Town Staff has developed a budget for fiscal year 2019 that would be funded with the Town's 2019 property tax levy. The budget funded by property taxes could not exceed the preliminary levy adopted by residents at the Annual Town Meeting in March. In addition to staff developing the budget, several workshops were held with the Town Board for their input into the proposed budget.

The proposed budget was then presented to Town residents at the Annual Budget Meeting on December 11, 2018. At this meeting residents recommended for adoption a 2019 General Fund budget of \$4,231,356.00.

Therefore, staff is requesting that the Town Board adopt the 2019 General Fund budget as submitted at the Annual Budget Meeting in the amount of \$4,231,356.00.

- A1. Budget Impact:** If approved the budget will become the frame work for 2019 expenditures and activities for Town Staff to provide services to township residents.
- A2. Staff Workload Impact:** Staff will use this budget to plan and provide services in 2019.

B. ALTERNATIVE ACTIONS:

- 1. Adopt the 2019 General Fund budget in the amount of \$4,231,356.00.
- 2. Adopt an adjusted 2019 General fund budget.
- 3. Do not adopt the 2019 budget.

C. STAFF RECOMMENDATION:

Staff recommends alternative #1 for the adoption of 2019 General Fund budget in the amount of \$4,231,356.00.

D. SUPPORTING DATA:

2019 General Fund Budget.

GENERAL FUND BUDGET SUMMARY BY ACTIVITY										
	2012	2013	2014	2015	2016	2017	2018	2018	2019	%
REVENUES	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED	BUDGET	CHANGE
PROPERTY TAXES	\$2,820,669	\$2,815,835	\$2,778,829	\$2,931,245	\$2,987,920	\$2,989,736	\$3,226,691	\$3,186,846	\$3,403,055	5.47%
LICENSES & PERMITS	222,645	167,323	208,418	232,255	245,409	233,907	184,400	247,214	187,200	1.52%
INTERGOVERNMENTAL REVENUES	143,846	145,651	180,205	204,693	238,038	189,536	197,216	208,983	200,516	1.67%
CHARGES FOR SERVICES	123,726	160,585	191,437	258,291	185,785	175,853	147,490	211,330	135,425	-8.18%
FINES & FORFEITS	20,542	27,625	24,487	16,528	18,324	20,984	16,000	18,830	16,000	0.00%
SPECIAL ASSESSMENTS	0	0	0	0	0	0	0	0	0	0.00%
INTEREST EARNINGS		(33,241)	38,389	25,798	13,683	20,149	30,825	37,969	29,220	-5.21%
MISCELLANEOUS	295,348	261,689	179,156	334,013	186,582	316,613	225,869	242,054	244,940	8.44%
OPERATING TRANSFERS	22,456	17,500	16,727	18,185	17,500	20,801	15,000	15,000	15,000	0.00%
TOTAL REVENUES	\$3,683,754	\$3,562,967	\$3,617,648	\$4,021,008	\$3,893,241	\$3,967,579	\$4,043,491	\$4,168,226	\$4,231,356	4.65%
EXPENDITURES BY DEPARTMENT										
GENERAL GOVERNMENT										
BOARD OF SUPERVISORS	\$37,304	\$37,920	\$39,010	\$38,482	\$39,851	\$40,636	\$44,178	\$42,118	\$46,814	5.97%
GENERAL GOVERNMENT	669,102	329,269	343,730	282,732	320,540	256,366	298,270	289,051	332,125	11.35%
RECYCLING	16,745	18,038	19,709	17,953	18,785	22,655	27,335	22,370	29,572	8.18%
ELECTIONS	20,684	24,341	24,717	27,480	30,090	29,659	28,755	26,531	28,000	-2.63%
ADMINISTRATION	246,687	251,931	288,890	260,639	280,545	291,380	309,397	301,784	310,209	0.26%
COMMUNITY DEVELOPMENT	184,533	184,710	192,825	192,002	199,093	227,581	220,313	243,857	214,534	-2.62%
TOTAL GENERAL GOVERNMENT	\$1,175,055	\$846,209	\$908,881	\$819,288	\$888,904	\$868,277	\$928,249	\$925,811	\$961,254	3.56%
PUBLIC SAFETY										
POLICE & ANIMAL CONTROL	859,425	878,552	915,122	922,339	926,588	978,302	1,046,823	980,597	1,078,493	3.03%
FIRE PROTECTION	230,176	228,910	212,711	226,231	227,567	236,896	254,110	254,107	299,000	17.67%
CODE ENFORCEMENT	183,408	147,559	174,033	162,081	169,140	202,760	188,331	197,227	197,294	4.76%
TOTAL PUBLIC SAFETY	\$1,273,009	\$1,255,021	\$1,301,866	\$1,310,651	\$1,323,295	\$1,417,958	\$1,489,264	\$1,431,931	\$1,574,787	5.74%
PUBLIC WORKS										
ROAD & BRIDGE	396,978	582,095	531,359	686,224	918,395	568,574	582,165	528,794	633,734	8.86%
ICE & SNOW	0	0	0	0	0	0	0	0	0	0.00%
PUBLIC WORKS	197,512	292,416	251,509	194,304	207,828	231,523	251,426	269,165	267,693	6.47%
TOWN BUILDINGS	143,799	351,547	144,156	125,864	194,917	145,110	156,913	167,801	178,654	13.86%
TOTAL PUBLIC WORKS	\$738,289	\$1,226,058	\$927,024	\$1,006,392	\$1,321,140	\$945,207	\$990,503	\$965,760	\$1,080,080	9.04%
CULTURE AND RECREATION										
PARKS & RECREATION	355,290	499,845	431,997	612,133	598,951	556,118	601,475	597,302	578,485	-3.82%
TOWNSHIP DAY FESTIVAL	18,220	19,562	19,839	21,839	18,750	31,477	34,000	29,583	36,750	8.09%
TOTAL CULTURE AND RECREATION	\$373,510	\$519,407	\$451,836	\$633,972	\$617,701	\$587,595	\$635,475	\$626,885	\$615,235	-3.19%
TOTAL GENERAL FUND EXPENDITURE	\$3,559,863	\$3,846,695	\$3,589,607	\$3,770,303	\$4,151,040	\$3,819,037	\$4,043,491	\$3,950,387	\$4,231,356	4.65%
FUND BALANCE - JANUARY 1	\$1,915,837	\$2,039,728	\$1,756,000	\$1,784,041	\$2,034,746	\$1,776,947	\$1,925,489	\$1,925,489	\$2,143,328	
EXCESS REVENUE OVER EXPENDITURE	\$123,891	(\$283,728)	\$28,041	\$250,705	(\$257,799)	\$148,542	(\$0)	\$217,839	(\$0)	
FUND BALANCE - DECEMBER 31	\$2,039,728	\$1,756,000	\$1,784,041	\$2,034,746	\$1,776,947	\$1,925,489	\$1,925,489	\$2,143,328	\$2,143,328	

ACCOUNT #	GENERAL FUND REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-31010	CURRENT AD VALOREM TAXES	\$2,565,087	\$2,524,884	\$2,473,129	\$2,517,898	\$2,707,036	\$2,702,264	\$2,944,855	\$2,892,984	\$3,123,761	6.08%
101-31020	DELINQUENT AD VALOREM TAXES	17,723	37,819	18,181	(4,671)	33,079	13,455	0	6,547	0	0.00%
101-31040	FISCAL DISPARITIES	234,388	252,052	285,843	259,581	245,553	266,957	281,836	260,897	279,294	-0.90%
101-31055	EXCESS INCREMENT	0	0	0	0	0	0	0	24,127	0	0.00%
101-31060	PENALTY & INTEREST - TAXES	3,471	1,080	1,676	158,437	2,252	7,060	0	2,291	0	0.00%
101-32100	BUSINESS LICENSES	16,635	10,175	9,660	10,846	10,370	9,900	10,000	9,585	10,000	0.00%
101-32101	LIQUOR LICENSE	19,150	10,075	10,325	10,325	10,325	15,375	11,500	15,825	11,500	0.00%
101-32102	TOBACCO LICENCES	900	500	400	500	400	400	400	400	400	0.00%
101-32200	CONTRACTOR LICENSES	12,950	7,745	8,250	8,550	8,850	7,605	7,000	8,610	7,000	0.00%
101-32210	BUILDING PERMITS	102,477	86,281	102,528	136,495	122,176	141,959	90,000	122,921	110,000	22.22%
101-32220	RENTAL DWELLING LICENSES	15,480	1,524	16,950	725	22,140	1,275	15,000	23,160	1,000	-93.33%
101-32225	VACANT BUILDING REGISTRATIONS	11,000	5,500	8,860	14,600	8,920	2,200	5,000	4,400	5,000	0.00%
101-32231	METER PERMITS	2,220	1,641	2,100	960	1,350	1,500	1,000	1,860	1,000	0.00%
101-32232	INSIDE WATER PERMIT	9,785	11,987	10,222	8,739	13,401	17,178	9,000	11,218	10,000	11.11%
101-32233	OUTSIDE SEWER/WATER PERMITS	3,120	2,346	1,745	990	1,642	3,130	1,000	1,500	1,000	0.00%
101-32240	GAS/HEATING PERMITS	10,235	16,790	17,456	24,163	20,763	18,472	17,000	21,798	18,000	5.88%
101-32250	ELECTRIC PERMITS	2,796	2,617	2,723	2,449	864	3,128	1,500	2,994	1,500	0.00%
101-32260	ANIMAL CONTROL LICENSES	7,451	624	6,592	1,354	8,213	1,124	6,000	8,660	800	-86.67%
101-32270	OTHER PERMITS	8,466	9,518	10,607	11,559	15,995	10,661	10,000	14,283	10,000	0.00%
101-33400	HOMESTEAD CREDIT (HACA/MV)	0	107	17	18	17	15	15	15	15	0.00%
101-33410	SCORE GRANT	18,695	24,682	44,981	28,904	26,889	27,335	27,335	25,078	27,335	0.00%
101-33415	PERA INCREASE AID	4,266	4,266	4,266	4,266	4,266	4,266	4,266	4,266	4,266	0.00%
101-33420	POLICE STATE AID	35,546	31,609	33,355	43,378	32,352	32,352	58,600	48,282	61,900	5.63%
101-33430	COUNTY HIGHWAY AIDS	20,853	22,373	22,948	22,577	25,769	29,111	25,000	25,078	25,000	0.00%
101-33700	CABLE TV FRANCHISE FEES	64,486	62,614	61,888	105,550	148,745	96,457	82,000	106,264	82,000	0.00%
101-34100	SALE OF SUPPLIES	1,664	2,813	3,251	3,636	4,114	2,098	3,000	3,109	3,000	0.00%
101-34110	SPECIAL ASSESSMENT SEARCHES	100	80	80	100	80	120	0	20	0	0.00%
101-34115	FALSE ALARMS	600	1,100	650	1,050	950	422	0	0	0	0.00%
101-34120	ENGINEERING CHARGES	2,514	14,037	16,236	53,669	40,867	8,506	10,000	41,728	8,000	-20.00%
101-34122	PLANNING CHARGES	2,660	5,707	8,776	31,748	5,979	4,861	5,000	22,229	3,000	-40.00%
101-34123	CHARGES FOR LEGAL FEES	937	4,696	4,474	5,366	12,170	2,688	5,000	4,176	2,500	-50.00%
101-34130	ADMINISTRATIVE CHARGES	11,171	22,396	44,412	35,667	49,788	20,133	30,000	41,775	25,000	-16.67%
101-34131	BOND ADMINISTRATIVE CHARGES	37,975	9,687	0	41,635	0	0	0	0	0	0.00%
101-34132	INVESTMENT ADMIN FEE	(1,690)	18,748	20,757	18,315	(13,845)	27,738	22,140	26,492	18,575	-16.10%
101-34140	CONTRACTUAL SERVICES	39,485	47,946	50,424	47,056	49,925	68,080	47,000	43,824	45,000	-4.26%
101-34145	ANIMAL IMPOUND FEES	0	0	0	0	210	274	0	0	0	0.00%
101-34150	SURCHARGE/SAC RETAINAGE	1,295	1,046	1,388	534	554	868	350	793	350	0.00%
101-34200	PLAN CHECK FEES	27,015	32,329	40,989	19,515	34,993	40,065	25,000	27,184	30,000	20.00%
101-35100	TRAFFIC & OTHER FINES	9,724	11,516	11,622	11,618	10,724	12,184	9,000	11,561	9,000	0.00%
101-35150	ADMINISTRATIVE CITATIONS	10,818	16,109	12,865	4,910	7,600	8,800	7,000	7,269	7,000	0.00%
101-36210	INTEREST EARNINGS	34,522	(33,241)	38,389	25,798	13,683	20,149	30,825	37,969	29,220	-5.21%
101-36230	DONATIONS FROM PRIVATE SOURCES	1,639	575	561	1,064	1,790	2,376	500	2,337	500	0.00%
101-36400	FACILITY RENTAL FEES	232,502	238,714	127,592	273,023	171,882	272,553	208,719	232,152	232,790	11.53%
101-36401	FACILITY RENTAL FEES - TOWNSHIP DA	1,390	1,495	1,915	2,015	1,345	1,460	1,200	1,655	1,200	0.00%
101-39000	MISCELLANEOUS	56,979	19,054	46,857	55,358	9,884	38,860	15,000	5,496	10,000	-33.33%
101-39001	MISC. - SALE OF RECYCLING	500	1,851	1,724	1,848	584	621	450	414	450	0.00%
101-39010	INSURANCE REIMB./DIVIDENDS	2,338	0	507	705	1,097	743	0	0	0	100.00%
101-39300	TRANSFERS FROM OTHER FDS	22,456	17,500	16,727	18,185	17,500	20,801	15,000	15,000	15,000	0.00%
	TOTAL REVENUES	\$3,683,754	\$3,562,967	\$3,617,648	\$4,021,008	\$3,893,241	\$3,967,579	\$4,043,491	\$4,168,226	\$4,231,356	4.65%

ACCOUNT #	BOARD OF SUPERVISORS	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4110-101	SALARIES, FULL TIME - REG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4110-103	SALARIES, PART-TIME - REG	32,177	32,661	33,854	34,832	35,702	36,594	36,785	37,974	39,024	6.09%
101-4110-121	PERA CONTRIBUTIONS	1,850	1,878	1,947	1,742	1,785	1,830	2,759	1,899	2,927	6.09%
101-4110-122	FICA CONTRIBUTIONS	1,797	1,824	1,890	505	518	530	2,814	551	2,985	6.09%
101-4110-135	HEALTH/DENTAL/LIFE INSURAN	0	0	0	0	0	0	0	0	0	0.00%
101-4110-151	WORKER'S COMPENSATION	94	94	125	130	135	142	150	150	158	5.33%
101-4110-201	PRINTED FORMS & PAPER	0	0	0	0	0	0	0	0	0	0.00%
101-4110-201	MEETING SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4110-201	MISC OFFICE SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4110-220	GENL OPERATING SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4110-308	PROFESSIONAL SERVICES	0	260	0	0	0	0	0	0	0	0.00%
101-4110-331	TRAVEL EXPENSE	0	0	0	0	0	0	0	0	0	0.00%
101-4110-333	CONFERENCE & SCHOOLS	30	0	125	15	0	65	120	0	120	0.00%
101-4110-334	MEETING EXPENSES	1,356	1,203	1,069	1,258	1,711	1,475	1,550	1,544	1,600	3.23%
101-4110-449	MISC OTHER EXPENSE	0	0	0	0	0	0	0	0	0	0.00%
101-4110-520	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$37,304	\$37,920	\$39,010	\$38,482	\$39,851	\$40,636	\$44,178	\$42,118	\$46,814	5.97%

ACCOUNT #	GENERAL GOVERNMENT	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4130-101	SALARIES, FULL TIME - REG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4130-201	MISC OFFICE SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4130-250	SALES TAX	0	0	168	0	0	0	0	0	0	0.00%
101-4130-301	AUDITING SERVICES	10,472	11,634	11,665	11,585	11,600	11,125	12,000	11,300	11,700	-2.50%
101-4130-303	ENGINEERING SERVICES	36,758	46,967	55,532	41,280	64,643	47,918	45,000	57,291	50,000	11.11%
101-4130-304	LEGAL FEES	44,002	42,305	80,441	39,321	58,455	22,986	50,000	24,888	48,000	-4.00%
101-4130-305	PROSECUTING FEES	34,339	32,289	36,095	36,523	35,879	41,001	40,000	38,804	41,000	2.50%
101-4130-307	COMPUTER SERVICES	10,614	22,241	31,124	19,314	17,554	26,963	20,000	29,361	27,000	35.00%
101-4130-308	OTHER PROFESSIONAL SERVICES	13,253	10,826	19,395	6,636	10,066	4,760	13,000	28,496	15,000	15.38%
101-4130-309	CONTRACTUAL SERVICES	2,165	2,258	1,150	2,078	1,269	2,825	3,500	1,275	3,500	0.00%
101-4130-311	CREDIT CARD FEES	0	294	1,102	1,255	1,973	4,076	2,200	482	1,500	-31.82%
101-4130-351	LEGAL NOTICES	7,022	1,840	3,845	7,614	7,962	9,252	8,000	3,698	8,000	0.00%
101-4130-355	NEWSLETTER	2,159	9,401	4,219	4,695	4,842	8,010	6,500	7,192	8,000	23.08%
101-4130-361	GENREAL LIABILITY INSURANCE	17,500	15,000	17,500	17,000	17,000	15,500	16,500	16,500	17,000	3.03%
101-4130-362	PUBLIC OFFICIAL'S LIABILITY INSUR.	500	500	800	800	900	800	1,000	1,000	1,100	10.00%
101-4130-364	SELF-INSURANCE - HEALTH	0	0	0	0	0	0	0	0	0	0.00%
101-4130-404	REPAIR/MAINTENANCE - EQUIP.	6,894	2,428	3,122	7,877	2,156	7,526	5,000	12,811	8,500	70.00%
101-4130-405	REPAIR/MAINTENANCE - OTHER	0	0	0	0	0	0	0	0	0	0.00%
101-4130-433	DUES & SUBSCRIPTIONS	12,871	14,317	14,673	15,487	15,473	16,326	16,000	16,483	16,750	4.69%
101-4130-437	NORTHEAST YOUTH & FAMILY SERVICES	40,000	35,936	31,872	27,808	23,744	19,680	20,000	19,956	20,525	2.63%
101-4130-439	TOWN HALL MANAGEMENT	0	0	0	0	0	10,000	10,000	10,000	15,000	50.00%
101-4130-440	W.B.L. CONSERVATION DIST.	16,270	18,305	18,574	18,943	19,550	19,082	19,200	0	19,100	-0.52%
101-4130-441	VADNAIS LK WATER MANAG. ORG.	645	645	668	882	733	934	1,000	1,075	1,200	20.00%
101-4130-449	MISCELLANEOUS EXPENSES	7,148	12,083	11,785	12,050	26,741	(12,398)	9,370	8,439	19,250	105.44%
101-4130-490	OTHER CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4130-560	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
	OFFICE EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
101-4130-720	TRANSFERS OUT	406,490	50,000	0	11,584	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$669,102	\$329,269	\$343,730	\$282,732	\$320,540	\$256,366	\$298,270	\$289,051	\$332,125	11.35%

ACCOUNT #	RECYCLING	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4131-101	SALARIES, FULL-TIME- REG	\$4,451	\$4,570	\$4,743	\$4,871	\$4,997	\$5,120	\$5,310	\$5,285	\$5,483	3.26%
101-4131-108	SALARIES, EXTRA MEETING PAY	287	292	297	302	323	309	336	327	340	1.19%
101-4131-121	PERA CONTRIBUTIONS	343	353	366	388	399	408	423	421	437	3.13%
101-4131-122	FICA CONTRIBUTIONS	335	372	385	392	406	414	432	414	445	3.13%
101-4131-131	HEALTH INSURANCE CONTR	1,078	997	1,069	902	1,099	1,010	1,060	976	1,090	2.83%
101-4131-132	DISABILITY INSURANCE CONTR	26	20	25	24	24	24	40	45	40	0.00%
101-4131-135	HEALTH INS. CASH CREDIT	24	24	0	0	0	0	0	0	0	0.00%
101-4131-151	WORKER'S COMP.	42	43	50	55	57	60	65	65	68	4.62%
101-4131-201	OFFICE SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4131-220	OPERATING SUPPLIES - OTHER	0	0	0	0	0	0	2,000	1,050	2,000	0.00%
101-4131-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4131-308	PROFESSIONAL SERVICES	0	0	0	0	0	0	869	0	869	0.00%
101-4131-309	CONTRACTUAL SERVICES	10,159	9,659	12,774	11,019	11,480	15,306	16,000	13,787	18,000	12.50%
101-4131-322	POSTAGE	0	0	0	0	0	0	0	0	0	0.00%
101-4131-355	OTHER PRINTING	0	0	0	0	0	0	0	0	0	0.00%
101-4131-449	MISCELLANEOUS EXPENSE	0	1,708	0	0	0	4	800	0	800	0.00%
101-4131-491	RECYCLING AWARD	0	0	0	0	0	0	0	0	0	0.00%
101-4131-580	OTHER EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$16,745	\$18,038	\$19,709	\$17,953	\$18,785	\$22,655	\$27,335	\$22,370	\$29,572	8.18%

ACCOUNT #	ELECTIONS	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4140-101	SALARIES, FULL TIME - REG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4140-102	SALARIES, FULL TIME - OT	3,406	0	0	0	0	0	0	0	0	0.00%
101-4140-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4140-104	SALARIES, TEMPORARY - REG	9,572	0	0	0	0	0	0	0	0	0.00%
101-4140-121	PERA CONTRIBUTIONS	247	0	0	0	0	0	0	0	0	0.00%
101-4140-122	FICA CONTRIBUTIONS	261	0	0	0	0	0	0	0	0	0.00%
101-4140-151	WORKER'S COMP.	0	0	0	0	0	0	0	0	0	0.00%
101-4140-201	OFFICE SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4140-220	OPERATING SUPPLIES - OTHER	858	0	0	0	83	0	0	0	0	0.00%
101-4140-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4140-304	LEGAL FEES	0	0	0	0	0	0	0	0	0	0.00%
101-4140-309	CONTRACTUAL SERVICES	2,087	21,455	21,455	24,730	26,970	26,904	26,000	23,876	25,000	-3.85%
101-4140-322	POSTAGE	0	0	0	0	0	0	0	0	0	0.00%
101-4140-331	MILEAGE	0	0	0	0	0	0	0	0	0	0.00%
101-4140-351	LEGAL NOTICES	254	136	512	0	282	0	0	0	0	0.00%
101-4140-355	OTHER PRINTING	0	0	0	0	0	0	0	0	0	0.00%
101-4140-404	REPAIR/MAINTENANCE EQUIP.	1,749	0	0	0	0	0	0	0	0	0.00%
101-4140-415	EQUIPMENT RENTAL	2,250	2,750	2,750	2,750	2,755	2,755	2,755	2,755	3,000	8.89%
101-4140-560	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
	OFFICE EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$20,684	\$24,341	\$24,717	\$27,480	\$30,090	\$29,659	\$28,755	\$26,631	\$28,000	-2.63%

ACCOUNT #	ADMINISTRATION	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4150-101	SALARIES, FULL TIME - REG	\$157,403	\$163,727	\$181,953	\$157,895	\$166,524	\$171,130	\$178,800	\$179,413	\$180,925	1.19%
101-4150-102	SALARIES, FULL TIME - OT	0	0	0	0	0	0	0	0	0	0.00%
101-4150-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4150-104	SALARIES, TEMPORARY - REG	57	9,043	9,870	635	0	4,995	0	4,087	0	0.00%
101-4150-108	EXTRA MEETING PAY	1,813	1,840	1,906	1,907	2,038	1,953	2,118	2,065	1,254	-40.79%
101-4150-121	PERA CONTRIBUTIONS	11,340	12,000	13,085	11,783	12,377	12,611	13,569	13,340	13,663	0.70%
101-4150-122	FICA CONTRIBUTIONS	11,538	12,390	13,742	11,745	12,357	12,504	13,840	13,736	13,937	0.70%
101-4150-131	HEALTH INSURANCE	24,789	21,672	20,083	24,610	27,293	27,876	32,225	23,585	33,720	4.64%
101-4150-132	DISABILITY INSURANCE	967	770	1,107	922	905	817	1,420	1,405	1,260	-11.27%
101-4150-135	HEALTH INSUR. CASH CREDIT	745	737	0	0	0	0	0	0	0	0.00%
101-4150-142	UNEMPLOYMENT BENEFITS	0	0	0	0	0	0	0	0	0	0.00%
101-4150-151	WORKER'S COMPENSATION	1,536	1,550	1,800	1,900	1,975	2,075	2,200	2,200	2,275	3.41%
101-4150-201	OFFICE SUPPLIES	(471)	(9,025)	(84)	(162)	754	(1,203)	1,500	896	1,200	-20.00%
101-4150-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4150-308	PROFESSIONAL SERVICES	10,310	9,236	11,687	13,843	14,798	14,159	14,750	14,111	14,750	0.00%
101-4150-322	POSTAGE	7,372	7,760	6,958	6,840	7,843	5,636	8,500	7,604	8,500	0.00%
101-4150-331	TRAVEL EXPENSE	1,313	749	1,994	715	888	472	2,500	482	1,000	-60.00%
101-4150-332	TRAVEL ALLOWANCE	2,481	1,746	907	1,281	1,742	1,577	1,800	1,386	400	-77.78%
101-4150-333	CONFERENCE REGISTRATION FEES	3,283	1,768	4,356	5,140	4,946	5,853	4,850	6,324	6,000	23.71%
101-4150-355	PRINTING - OTHER	0	0	0	0	0	0	0	0	0	0.00%
101-4150-370	EMPLOYEE BONDS	0	500	800	800	900	925	925	925	925	0.00%
101-4150-415	EQUIPMENT RENTAL	12,000	15,114	18,500	20,000	25,000	30,000	30,000	30,000	30,000	0.00%
101-4150-434	BOOKS & SUBSCRIPTIONS	211	354	226	785	205	0	400	225	400	0.00%
101-4150-449	MISCELLANEOUS	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$246,687	\$251,931	\$288,890	\$260,639	\$280,545	\$291,380	\$309,397	\$301,784	\$310,209	0.26%

ACCOUNT #	COMMUNITY DEVELOPMENT	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4160-101	SALARIES, FULL TIME - REG	\$125,418	\$124,497	\$133,708	\$135,862	\$139,499	\$143,977	\$143,485	\$143,954	\$147,260	2.63%
101-4160-102	SALARIES, FULL TIME - OT	0	0	0	0	0	0	0	0	0	0.00%
101-4160-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4160-104	SALARIES, TEMPORARY - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4160-108	EXTRA MEETING PAY	6,590	6,689	6,927	6,934	7,411	7,100	7,699	7,506	4,680	-39.21%
101-4160-121	PERA CONTRIBUTIONS	9,570	9,786	9,985	10,408	10,680	10,943	11,339	11,213	11,396	0.50%
101-4160-122	FICA CONTRIBUTIONS	9,424	10,367	10,343	10,435	10,658	11,013	11,566	11,157	11,623	0.50%
101-4160-131	HEALTH INSURANCE	24,840	23,613	23,166	18,048	20,503	20,235	23,000	20,971	25,455	10.67%
101-4160-132	DISABILITY INSURANCE	860	663	867	780	808	739	1,050	1,476	1,070	1.90%
101-4160-135	HEALTH INSUR. CASH CREDIT	673	673	0	0	0	0	0	0	0	0.00%
101-4160-151	WORKER'S COMPENSATION	1,171	1,200	1,302	1,400	1,455	1,530	1,675	1,675	1,725	2.99%
101-4160-201	OFFICE SUPPLIES	250	250	200	243	150	150	150	150	125	-16.67%
101-4160-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4160-308	PROFESSIONAL SERVICES	1,500	1,350	1,450	1,999	2,400	26,468	14,500	40,169	5,000	-65.52%
101-4160-331	TRAVEL EXPENSE	211	1,321	711	904	942	480	1,000	680	1,000	0.00%
101-4160-332	TRAVEL ALLOWANCE	1,309	1,309	1,344	1,302	1,320	1,279	1,400	1,352	1,400	0.00%
101-4160-333	CONFERENCE REGISTRATION FEES	490	390	205	885	65	685	450	420	700	55.56%
101-4160-415	EQUIPMENT RENTAL	1,125	1,500	1,500	1,500	1,500	1,700	1,700	1,700	1,700	0.00%
101-4160-433	DUES & SUBSCRIPTIONS	1,102	1,102	1,117	1,302	1,702	1,282	1,300	1,434	1,400	7.69%
101-4160-434	BOOKS/SUBSCRIPTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4160-560	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
101-4160-580	COMPUTER EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$184,533	\$184,710	\$192,825	\$192,002	\$199,093	\$227,581	\$220,313	\$243,857	\$214,534	-2.62%

ACCOUNT #	POLICE & ANIMAL CONTROL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4210-201	OPERATING SUPPLIES - OTHER	\$1,030	\$1,230	\$415	\$718	\$625	\$1,152	\$700	\$1,648	\$1,300	85.71%
101-4210-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4210-308	PROFESSIONAL SERVICES	\$1,050	\$1,200	\$1,750	\$1,800	\$1,400	\$2,520	\$1,800	\$2,200	\$2,000	11.11%
101-4210-309	POLICE SERVICE	852,635	874,667	912,104	919,624	923,436	974,086	1,031,998	975,666	1,064,053	3.11%
101-4210-315	ANIMAL SERVICE - PATROL	2,530	0	0	0	0	0	11,525	0	10,140	-12.02%
101-4210-316	ANIMAL SERVICE - OTHER	2,180	1,455	853	197	1,127	544	800	1,083	1,000	25.00%
	TOTAL EXPENDITURES	\$859,425	\$878,552	\$915,122	\$922,339	\$926,588	\$978,302	\$1,046,823	\$980,597	\$1,078,493	3.03%
ACCOUNT #	FIRE PROTECTION	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4220-309	CONTRACTED SERVICES	\$230,176	\$228,910	\$212,711	\$226,231	\$227,567	\$236,896	\$254,110	\$254,107	\$299,000	17.67%
	TOTAL EXPENDITURES	\$230,176	\$228,910	\$212,711	\$226,231	\$227,567	\$236,896	\$254,110	\$254,107	\$299,000	17.67%

ACCOUNT #	CODE ENFORCEMENT	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4230-101	SALARIES, FULL TIME - REG	\$131,710	\$107,309	\$129,187	\$118,725	\$123,827	\$132,460	\$136,110	\$135,648	\$140,175	2.99%
101-4230-102	SALARIES, FULL TIME - OT	0	0	0	0	0	44	0	0	0	0.00%
101-4230-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4230-104	SALARIES, TEMPORARY - REG	684	0	0	0	0	0	0	2,866	3,500	0.00%
101-4230-121	PERA CONTRIBUTIONS	9,671	8,107	9,266	8,777	9,158	9,555	10,208	10,553	10,513	2.99%
101-4230-122	FICA CONTRIBUTIONS	9,406	8,450	9,590	8,849	8,978	9,391	10,412	10,120	10,991	5.56%
101-4230-131	HEALTH INSURANCE	22,203	14,042	16,085	15,674	17,642	19,560	18,920	23,814	19,500	3.07%
101-4230-132	DISABILITY INSURANCE	1,068	671	926	892	1,067	981	1,170	1,417	1,140	-2.56%
101-4230-135	HEALTH INSUR. CASH CREDIT	990	720	0	0	0	0	0	0	0	0.00%
101-4230-142	UNEMPLOYMENT BENEFITS	734	0	0	0	0	0	0	0	0	0.00%
101-4230-151	WORKER'S COMPENSATION	932	955	1,100	1,000	1,040	1,100	1,210	1,210	1,250	3.31%
101-4230-201	OFFICE SUPPLIES	1,162	1,400	1,175	1,000	576	400	600	600	500	-16.67%
101-4230-212	MOTOR FUELS	1,500	1,750	1,750	1,700	1,500	1,500	1,400	1,400	1,400	0.00%
101-4230-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4230-308	OTHER PROFESSIONAL SERVICES	0	0	0	0	144	1,555	200	0	0	0.00%
101-4230-331	TRAVEL EXPENSE	0	0	54	(95)	0	0	50	67	75	50.00%
101-4230-333	CONFERENCE REGISTRATION FEES	973	455	900	745	1,208	1,592	1,300	2,027	1,500	15.38%
101-4230-415	EQUIPMENT RENTAL	2,250	3,700	4,000	4,000	4,000	6,500	6,500	6,500	6,500	0.00%
101-4230-434	BOOKS/SUBSCRIPTIONS	125	0	0	814	0	0	250	0	250	0.00%
101-4230-455	PRIVATE PROPERTY CLEAN UP	0	0	0	0	0	18,122	0	1,005	0	0.00%
101-4230-560	OFFICE EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$183,408	\$147,559	\$174,033	\$162,081	\$169,140	\$202,760	\$188,331	\$197,227	\$197,294	4.76%

ACCOUNT #	ROAD & BRIDGE	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4310-101	SALARIES, FULL TIME - REG	\$142,156	\$137,781	\$142,738	\$144,355	\$152,518	\$167,238	\$189,000	\$172,341	\$195,575	3.48%
101-4310-102	SALARIES, FULL TIME - OT	1,141	0	0	0	0	0	5,000	0	4,000	-20.00%
101-4310-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4310-104	SALARIES, TEMPORARY - REG	6,941	10,154	0	4,929	5,154	5,299	7,500	6,684	4,680	-37.60%
101-4310-121	PERA CONTRIBUTIONS	10,391	9,692	10,348	10,799	11,432	12,558	14,550	12,263	14,968	2.87%
101-4310-122	FICA CONTRIBUTIONS	10,912	10,688	10,177	10,788	11,178	12,666	15,415	12,987	15,626	1.37%
101-4310-131	HEALTH INSURANCE	25,321	26,351	27,923	22,193	26,576	33,003	33,620	31,158	34,450	2.47%
101-4310-132	DISABILITY INSURANCE	1,123	796	1,111	1,012	1,077	1,067	1,530	1,562	1,575	2.94%
101-4310-135	HEALTH INSUR CASH CREDIT	877	1,066	0	0	0	0	0	0	0	0.00%
101-4310-142	UNEMPLOYMENT BENEFITS	56	0	0	0	0	0	500	0	500	0.00%
101-4310-151	WORKER'S COMPENSATION	13,953	14,302	15,000	16,000	16,625	17,475	19,200	19,200	19,780	3.02%
101-4310-201	OFFICE SUPPLIES	200	205	150	125	100	100	100	115	100	0.00%
101-4310-215	SHOP MATERIALS	0	0	0	0	0	0	0	0	0	0.00%
101-4310-216	CHEMICALS	42,961	61,570	68,500	16,950	49,499	50,273	40,000	24,360	45,000	12.50%
101-4310-220	OPERATING SUPPLIES - OTHER	258	3,264	2,190	2,722	1,525	2,562	3,000	3,593	3,800	26.67%
101-4310-224	STREET MAINTENACE MATERIALS	19,402	24,475	11,457	20,919	16,323	36,374	20,000	35,044	23,000	15.00%
101-4310-225	LANDSCAPING MATERIALS	1,515	779	1,009	79	509	997	1,000	684	1,000	0.00%
101-4310-226	SIGNS, SIGN REPAIR MATERIALS	6,951	8,815	5,279	2,105	616	11,815	4,000	4,345	28,500	612.50%
101-4310-228	UNIFORM ALLOWANCE	501	697	1,216	815	1,343	1,231	1,000	1,591	980	-2.00%
101-4310-229	UNIFORM MAINTENANCE	670	600	580	454	693	247	750	710	900	20.00%
101-4310-240	SMALL TOOLS & EQUIPMENT	0	0	241	0	197	92	250	71	250	0.00%
101-4310-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4310-303	PROF SRV - ENGINEERING FEE	2,130	8,117	19,028	21,503	21,576	15,298	20,000	15,983	17,000	-15.00%
101-4310-308	PROFESSIONAL SERVICES	0	5,146	115	345	1,587	0	1,000	699	800	-20.00%
101-4310-309	CONTRACTED SERVICES	3,574	3,335	23,933	18,666	3,364	19,219	16,000	14,586	32,500	103.13%
101-4310-313	SEALCOATING/ROAD MAINT. REPAIR	0	0	0	0	0	0	0	0	0	0.00%
101-4310-321	TELEPHONE	0	0	0	0	0	0	0	0	0	0.00%
101-4310-331	TRAVEL EXPENSE	6	327	458	50	0	0	450	0	450	0.00%
101-4310-333	CONFERENCE & SCHOOLS	1,253	430	375	1,207	1,773	1,114	1,800	2,494	1,800	0.00%
101-4310-351	LEGAL NOTICE PUBLICATION	0	0	0	0	0	0	0	0	0	0.00%
101-4310-385	ELECTRICITY - STREET LIGHTS	47,078	54,577	56,786	52,620	56,354	63,521	57,000	44,324	55,000	-3.51%
101-4310-405	REPAIR/MAINTENANCE - OTHER	4,858	(4,072)	4,731	1,588	2,876	425	5,500	0	5,000	-9.09%
101-4310-415	EQUIPMENT RENTAL	12,750	13,000	18,014	20,000	27,500	45,000	45,000	45,000	45,000	0.00%
101-4310-434	BOOKS/SUBSCRIPTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4310-510	LAND	0	0	0	0	0	0	0	0	0	0.00%
101-4310-530	IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0.00%
101-4310-540	MOTOR VEHICLES	0	0	0	0	0	0	0	0	0	0.00%
101-4310-560	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
101-4310-720	TRANSFERS TO OTHER FUNDS	40,000	190,000	110,000	316,000	508,000	71,000	79,000	79,000	81,500	3.16%
	TOTAL EXPENDITURES	\$396,978	\$582,095	\$531,359	\$686,224	\$918,395	\$568,574	\$582,165	\$528,794	\$633,734	8.86%

ACCOUNT #	PUBLIC WORKS	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4320-101	SALARIES, FULL TIME - REG	\$58,443	\$58,179	\$60,494	\$53,373	\$54,967	\$60,541	\$63,800	\$62,922	\$73,695	15.51%
101-4320-102	SALARIES, FULL TIME - OT	0	0	38	0	0	94	0	0	0	0.00%
101-4320-104	SALARIES, TEMPORARY - REG	23	948	0	0	0	0	0	0	0	0.00%
101-4320-121	PERA CONTRIBUTIONS	4,237	4,094	4,389	4,017	4,127	4,553	4,785	4,697	5,527	15.51%
101-4320-122	FICA CONTRIBUTIONS	4,237	4,296	4,311	3,846	3,842	4,426	4,881	4,553	5,638	15.51%
101-4320-131	HEALTH INSURANCE	7,696	11,472	11,181	9,008	10,665	13,560	12,130	12,833	12,910	6.43%
101-4320-132	DISABILITY INSURANCE	461	367	554	384	440	436	525	621	590	12.38%
101-4320-135	HEALTH INSUR. CASH CREDIT	3,517	444	895	0	0	0	0	0	0	0.00%
101-4320-151	WORKER'S COMP BENEFIT PAYM	2,457	2,518	2,800	3,050	3,175	3,350	3,680	3,680	3,790	2.99%
101-4320-211	CLEANING SUPPLIES	190	0	0	0	23	152	0	0	0	0.00%
101-4320-212	MOTOR FUELS	29,585	36,925	30,140	10,402	9,959	13,352	21,500	29,424	22,000	2.33%
101-4320-213	LUBRICANTS & ADDITIVES	1,725	1,272	662	2,387	1,388	2,251	1,500	2,576	2,500	66.67%
101-4320-215	SHOP MATERIALS	1,520	1,305	1,770	3,723	5,968	972	5,000	3,069	4,500	-10.00%
101-4320-216	CHEMICALS	0	0	0	0	794	0	800	175	500	0.00%
101-4320-220	OPERATING SUPPLIES - OTHER	2,715	2,406	7,096	5,960	5,525	11,860	6,500	11,624	9,000	38.46%
101-4320-221	EQUIPMENT REPAIR PARTS	26,504	31,659	50,920	26,838	27,384	18,153	35,000	19,770	30,000	-14.29%
101-4320-228	UNIFORM ALLOWANCE	209	276	659	200	559	516	500	663	343	-31.40%
101-4320-229	UNIFORM MAINTENANCE	279	264	242	176	289	159	275	337	300	9.09%
101-4320-240	SMALL TOOLS & EQUIPMENT	0	0	425	166	1,141	5,532	2,000	6,286	4,000	100.00%
101-4320-250	SALES TAX	320	0	3,202	1,660	9,732	16	0	366	0	0.00%
101-4320-308	PROFESSIONAL SERVICES	1,762	943	12,290	5,274	1,144	1,112	4,000	4,239	4,000	0.00%
101-4320-309	CONTRACTED SERVICES	0	267	80	2,012	1,896	1,878	2,000	1,337	2,000	0.00%
101-4320-331	TRAVEL EXPENSES	89	245	381	1,256	256	0	300	133	300	0.00%
101-4320-333	CONFERENCE & SCHOOLS	853	3,531	2,393	1,645	1,822	5,525	1,800	4,852	6,000	233.33%
101-4320-363	AUTOMOTIVE INSURANCE	10,000	10,000	11,000	12,000	12,000	11,650	12,500	12,500	13,000	4.00%
101-4320-404	REPAIR & MTC - EQUIPMENT	15,938	7,361	28,005	25,072	22,008	17,483	21,000	36,197	19,600	-6.67%
101-4320-405	REPAIR & MTC - OTHER	876	157	26	1,292	1,325	7,266	1,200	1,309	2,000	66.67%
101-4320-415	EQUIPMENT RENTAL	22,500	13,000	17,000	20,000	27,000	46,686	45,000	45,000	45,000	0.00%
101-4320-434	BOOKS/SUBSCRIPTIONS	1,376	487	556	563	399	0	750	0	500	-33.33%
101-4320-530	IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0.00%
101-4320-540	HEAVY MACHINERY/EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
101-4320-580	OTHER EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
101-4320-720	TRANSFERS TO OTHER FUNDS	0	100,000	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$197,512	\$292,416	\$251,509	\$194,304	\$207,828	\$231,523	\$251,426	\$269,165	\$267,693	6.47%

ACCOUNT #	TOWN BUILDINGS	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4330-101	SALARIES, FULL TIME - REG	\$11,689	\$11,485	\$11,819	\$11,659	\$12,406	\$13,653	\$14,410	\$14,044	\$30,695	113.01%
101-4330-102	SALARIES, FULL TIME - OT	0	0	7	0	0	28	75	0	75	0.00%
101-4330-104	SALARIES, TEMPORARY - REG	909	3,499	0	429	1,288	548	1,875	475	0	-100.00%
101-4330-121	PERA CONTRIBUTIONS	847	808	857	877	931	1,027	1,086	1,002	2,308	112.43%
101-4330-122	FICA CONTRIBUTIONS	917	1,094	844	878	977	1,045	1,252	1,039	2,354	88.08%
101-4330-131	HEALTH INSURANCE	2,165	2,294	2,415	1,887	2,260	2,767	2,560	2,567	5,265	105.66%
101-4330-132	DISABILITY INSURANCE	92	66	92	82	88	87	120	128	245	104.17%
101-4330-135	HEALTH INSUR. CASH CREDIT	73	89	0	0	0	0	0	0	0	0.00%
101-4330-142	UNEMPLOYMENT BENEFITS	0	0	0	0	0	0	0	0	0	0.00%
101-4330-151	WORKER'S COMPENSATION	669	686	800	800	830	875	960	960	1,000	4.17%
101-4330-211	CLEANING SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4330-215	SHOP MATERIALS	0	222	2,230	0	0	0	0	0	0	0.00%
101-4330-216	CHEMICALS	891	71	1,990	147	170	95	800	0	300	-62.50%
101-4330-220	OPERATING SUPPLIES - OTHER	4,673	4,954	3,499	6,003	7,569	6,231	5,000	2,639	4,250	-15.00%
101-4330-223	BUILDING MATERIALS	231	118	67	191	0	1,688	200	420	800	300.00%
101-4330-228	UNIFORM ALLOWANCE	42	55	101	68	112	103	100	133	137	37.00%
101-4330-229	UNIFORM MAINTENANCE	363	122	48	38	58	21	75	57	75	0.00%
101-4330-250	SALES TAX	10	0	0	0	0	0	0	0	0	0.00%
101-4330-308	PROFESSIONAL SERVICES	777	180	765	3,109	1,787	1,275	3,250	2,310	2,000	-38.46%
101-4330-309	CONTRACTED SERVICES	10,562	10,787	13,102	9,967	13,460	21,288	18,000	21,362	20,500	13.89%
101-4330-317	BUILDING INSPECTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4330-318	SECURITY MONITORING FEES	1,923	3,788	3,676	2,458	1,494	1,879	2,800	3,000	2,050	-26.79%
101-4330-320	TELEPHONE	14,604	14,156	11,675	9,810	10,893	12,039	12,250	12,172	12,500	2.04%
101-4330-331	TRAVEL EXPENSES	0	0	0	0	0	0	0	0	0	0.00%
101-4330-333	REGISTRATION & CONFERENCE FEE	13	0	20	55	54	0	100	0	100	0.00%
101-4330-381	ELECTRICITY	13,544	15,331	18,562	13,851	16,621	14,813	17,000	19,049	18,500	8.82%
101-4330-382	GAS	8,837	9,390	18,887	7,575	7,775	6,412	9,000	9,881	9,500	5.56%
101-4330-384	HERITAGE HALL	4,335	3,279	3,379	3,330	4,505	3,673	4,500	3,169	4,500	0.00%
101-4330-386	WATER/SEWER UTILITIES	2,250	1,854	1,682	1,735	1,845	1,452	2,500	4,398	3,500	40.00%
101-4330-401	REPAIR MAINTENANCE - BLDG	11,264	3,604	6,342	8,587	11,171	9,917	10,000	25,674	11,000	10.00%
101-4330-404	REPAIR MAINTENANCE - EQUIP.	3,144	10,255	9,620	3,432	7,687	2,667	8,000	4,933	6,000	-25.00%
101-4330-405	REPAIR MAINTENANCE - OTHER	5,475	3,749	1,177	4,896	1,025	4,527	4,000	1,389	4,000	0.00%
101-4330-411	FACILITY RENTAL	24,500	24,500	22,000	26,500	26,500	26,500	26,500	26,500	26,500	0.00%
101-4330-415	EQUIPMENT RENTAL	4,000	4,000	6,500	7,500	9,000	10,500	10,500	10,500	10,500	0.00%
101-4330-520	BUILDING IMPROVEMENT	0	0	0	0	3,890	0	0	0	0	0.00%
101-4330-530	OTHER IMPROVEMENTS	0	21,111	0	0	521	0	0	0	0	0.00%
101-4330-720	TRANSFERS TO OTHER FUNDS	15,000	200,000	0	0	50,000	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$143,799	\$351,547	\$144,156	\$125,864	\$194,917	\$145,110	\$156,913	\$167,801	\$178,654	13.86%

ACCOUNT #	PARKS & RECREATION	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4410-101	SALARIES, FULL TIME - REG	\$118,671	\$115,010	\$119,016	\$113,559	\$128,704	\$133,633	\$147,100	\$137,757	\$115,720	-21.33%
101-4410-102	SALARIES, FULL TIME - OT	0	0	70	0	0	95	0	0	0	0.00%
101-4410-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4410-104	SALARIES, TEMPORARY - REG	23,543	18,235	28,244	15,051	16,934	15,085	24,375	16,848	28,800	18.15%
101-4410-121	PERA CONTRIBUTIONS	8,614	8,076	8,634	8,545	9,661	10,009	11,033	9,994	8,679	-21.33%
101-4410-122	FICA CONTRIBUTIONS	10,400	9,534	10,609	9,355	10,401	10,909	13,118	12,248	11,056	-15.72%
101-4410-131	HEALTH INSURANCE	23,464	24,091	25,498	19,779	23,587	28,486	26,755	26,025	20,350	-23.94%
101-4410-132	DISABILITY INSURANCE	939	663	927	815	901	892	1,195	1,268	940	-21.34%
101-4410-135	HEALTH INSUR. CASH CREDIT	767	897	0	0	0	0	0	0	0	0.00%
101-4410-142	UNEMPLOYMENT BENEFITS	56	0	0	0	0	0	500	0	500	0.00%
101-4410-151	WORKER'S COMPENSATION	6,031	6,182	6,500	7,000	7,275	7,650	8,400	8,400	8,655	3.04%
101-4410-211	CLEANING SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4410-212	MOTOR FUELS	449	746	740	912	918	0	900	995	900	0.00%
101-4410-216	CHEMICALS	11,890	7,822	12,320	6,269	8,201	7,560	12,000	8,166	9,000	-25.00%
101-4410-220	OPERATING SUPPLIES - OTHER	2,246	1,730	3,209	2,081	5,103	4,696	3,500	3,231	3,500	0.00%
101-4410-221	EQUIPMENT REPAIR PARTS	7,261	5,522	6,112	12,316	16,040	11,007	12,800	11,772	12,000	-6.25%
101-4410-225	LANDSCAPING MATERIALS	13,605	27,717	40,031	27,371	10,301	22,249	24,000	42,498	25,000	4.17%
101-4410-226	SIGNS, SIGN REPAIR MATERIALS	0	1,370	336	6,919	3,245	3,862	4,500	3,457	4,500	0.00%
101-4410-228	UNIFORM ALLOWANCE	422	559	1,033	693	1,149	1,044	1,000	1,208	535	-46.50%
101-4410-229	UNIFORM MAINTENANCE	574	554	507	397	607	214	600	566	600	0.00%
101-4410-240	TOOLS	11	0	0	0	288	0	0	0	0	0.00%
101-4410-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4410-308	PROFESSIONAL SERVICES	2,138	13,211	15,389	7,490	8,057	8,200	8,500	20,931	7,000	-17.65%
101-4410-309	CONTRACTUAL SERVICES	15,604	15,907	11,204	10,453	31,567	24,568	27,500	23,695	30,000	9.09%
101-4410-311	BELLAIRE BEACH OPERATIONS	19,361	16,351	15,577	16,968	21,289	22,373	21,000	20,701	22,000	4.76%
101-4410-321	TELEPHONE	0	0	0	0	0	0	0	0	0	0.00%
101-4410-331	TRAVEL EXPENSE	21	334	409	0	82	0	300	0	150	-50.00%
101-4410-333	CONFERENCE REGISTRATION FEES	2,248	913	790	1,847	742	1,130	2,500	897	2,000	-20.00%
101-4410-381	ELECTRICITY	9,255	9,128	8,672	9,069	9,377	6,348	10,500	6,486	9,500	-9.52%
101-4410-386	WATER/SEWER UTILITIES	8,948	4,802	2,430	5,368	4,692	15,074	5,500	16,025	16,500	200.00%
101-4410-404	REPAIR/MAINTENANCE - EQUIP.	2,312	1,342	4,551	3,285	2,380	862	5,000	4,545	5,000	0.00%
101-4410-405	REPAIR/MAINTENANCE - OTHER	12,415	29,826	2,508	64,317	65,453	9,851	17,000	5,207	25,500	50.00%
101-4410-415	EQUIPMENT RENTAL	26,362	28,000	28,000	30,000	37,000	45,107	0	0	10,000	100.00%
101-4410-416	PARK EQUIPMENT RENTAL	0	0	0	0	0	0	206,300	206,788	0	-100.00%
101-4410-434	BOOKS & SUBSCRIPTIONS	0	46	54	45	105	0	100	0	100	0.00%
101-4410-530	IMPROVEMENTS	0	17,478	52,877	92,951	67,932	75,214	5,500	7,594	0	-100.00%
101-4410-540	HEAVY MACHINERY/EQUIPMENT	7,683	7,050	1,731	5,093	0	0	0	0	0	0.00%
101-4410-580	OTHER EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
101-4410-720	TRANSFER TO OTHER FUNDS	20,000	126,749	24,019	134,185	106,960	90,000	0	0	200,000	0.00%
	TOTAL EXPENDITURES	\$355,290	\$499,845	\$431,997	\$612,133	\$598,951	\$556,118	\$601,475	\$597,302	\$578,485	-3.82%

ACCOUNT #	TOWNSHIP DAY FESTIVAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2018 PROJECTED	2019 BUDGET	% CHANGE
101-4411-101	SALARIES, FULL TIME - REG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4411-102	SALARIES, FULL TIME - OT	0	0	0	0	0	0	0	0	0	0.00%
101-4411-103	SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4411-104	SALARIES, TEMPORARY - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4411-121	PERA CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4411-122	FICA CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4411-131	HEALTH/DENTAL/LIFE INSURAN	0	0	0	0	0	0	0	0	0	0.00%
101-4411-142	U. C. BENEFIT PAYMENTS	0	0	0	0	0	0	0	0	0	0.00%
101-4411-151	WORKER'S COMP BENEFIT PAYM	0	0	0	0	0	0	0	0	0	0.00%
101-4411-220	OPERATING SUPPLIES - OTHER	323	608	8	1,402	2	100	1,000	0	500	-50.00%
101-4411-250	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4411-308	PROFESSIONAL SERVICES	17,897	18,954	19,831	19,657	18,336	30,576	23,000	22,024	27,000	17.39%
	MOVIE IN THE PARK SERIES	0	0	0	0	0	0	7,000	4,519	5,750	100.00%
101-4411-331	TRAVEL EXPENSE	0	0	0	0	0	0	0	0	0	0.00%
101-4411-355	ADVERTISING	0	0	0	780	412	0	2,000	2,607	2,500	25.00%
101-4411-449	MISCELLANEOUS	0	0	0	0	0	0	1,000	433	1,000	0.00%
101-4411-530	IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0.00%
101-4411-540	HEAVY MACHINERY	0	0	0	0	0	0	0	0	0	0.00%
101-4411-720	TRANSFERS TO OTHER FUNDS	0	0	0	0	0	801	0	0	0	0.00%
	TOTAL EXPENDITURES	\$18,220	\$19,562	\$19,839	\$21,839	\$18,750	\$31,477	\$34,000	\$29,583	\$36,750	8.09%



**Town Board Meeting
December 17, 2018**

Agenda Number: 8G – General Business

Finance Officer Item:

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

Documentation: Resolution

Action / Motion for Consideration:

Finance Officer Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Adopt the

**Resolution Approving Transfer of Certain Funds for the Town of
White Bear**

Prudhon – Moves

Ruzek – Seconds

Consideration of Adopting Resolution Approving 2017 Transfers. (TK)

A. REFERENCE AND BACKGROUND:

Each year the Town transfers money from one fund to another for various reasons. In order to complete these transfers, the Town must pass a resolution authorizing these transfers. For 2018, the transfers were part of the budget, such as the transfers for the funding of debt payments. Attached is a list of the proposed 2018 transfers and below is a description of the transfers.

1. Transfer from the EDA Fund of \$15,000.00 to the General Fund Fund to help cover the costs of the Annual Township Day Festival. This was anticipated and will be paid from the Loan Payback Account of the EDA Fund, which was included in the 2018 budget.
2. Transfer 2 was the budgeted transfers for the TIF Districts share of the 2011C bond payments.
3. Transfer 3 is the budgeted transfer of the General Fund's – Road & Bridge Department's share of the 2018 seal coat project costs.

In the past, the Town had transfers from the General Fund to other funds to meet the Town's fund balance policy of maintaining a fund balance of 45% of next year's operating budget for cash flow, and 5% for contingencies. While it appears 2018 revenues will exceed expenditures, due to the 2019 budget, the Town will have a year-end fund balance somewhere between 48% and 50% of 2019 operating budget.

- A1. Budget Impact:** The budget impacts vary for each fund. However, all these transfers should provide a sound long-term financial base to build financial stability for the Town and help maintain a low tax rate into the future.
- A2. Staff Workload Impact:** There would be no staff workload impacts for this item.

B. ALTERNATIVE ACTIONS:

1. Adopt the resolution as attached to approve the 2018 Operating Transfers for the Town.
2. Adopt a resolution for the 2018 Operating Transfers for the Town with amendments as discussed.
3. Do not adopt the resolution as attached to approve the 2018 Operating Transfers for the Town.

C. STAFF RECOMMENDATION:

1. Staff recommends alternative #1 for the adoption of the resolution as attached to approve the 2018 Operating Transfers for the Town.

D. SUPPORTING DATA:

Resolution adopting the 2018 Operating Transfers for the Town.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA, HELD ON DECEMBER 17, 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 the Town Hall in said Town on December 17, 2018, at 7:00 o'clock p.m.

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

Supervisor Prudhon introduced the following Resolution and moved its adoption:

RESOLUTION APPROVING THE TRANSFER OF CERTAIN FUNDS FOR THE TOWN OF WHITE BEAR

WHEREAS, the 2018 budget included some operating transfers to finance debt and operations,

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

That the following transfers of funds by approved:

2018 Operating Transfers						
			TRANSFER			
	FUND #	FUND NAME	IN	FUND #	FUND NAME	
					TRANSFER OUT	
1	101	Township Day	15,000	405	EDA - General	15,000
2	386	2011C TIF Bonds	84,273	405	EDA - Comtal District	84,273
3	505	Improvement Fund	79,000	101	General Fund - Road & Bridge	79,000
Total			178,273	Total		178,273

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



**Town Board Meeting
December 17, 2018**

Agenda Number: 8H – General Business

Finance Officer Item:

Subject: Fund Balance Classifications - Approve

Documentation: Finance Officer Memo

Action / Motion for Consideration:

Finance Officer Report at Meeting / Discuss

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

Consideration of Approving Fund Balance Classifications. (TK)

A. REFERENCE AND BACKGROUND:

The purpose of this agenda item is to define the Township's governmental fund balance classifications in compliance with Governmental Accounting Standards Board Statement 54: Fund Balance Reporting and Governmental Fund Type Definitions as of 12/31/2018.

Governmental Fund Balance classifications are defined as follows:

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

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

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

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

GOVERNMENTAL FUNDS

General Funds	Category	Committed/Assigned For:
General Fund		
Prepaid	Non-spendable	
Public Safety	Assigned	Nite-to-Unite
Compensation	Assigned	Merit Pay for Exempt Employees
Building Improvements	Committed	Building Improvements/Replace
Equipment Replacement	Committed	Equipment Replacement
Remainder	Unassigned	
Special Revenue Funds	Category	Committed/Assigned For:
EDA		
Prepaid	Non-spendable	
Land Held for Resale	Non-spendable	
Loan Program	Assigned	EDA Programs
Remainder	Restricted	Tax Increment Financing
Capital Project Funds	Category	Committed/Assigned For:
Park Acquisition Fund		
Prepaid	Non-spendable	
Park Improvements	Restricted	Rutherford Park
Remainder	Assigned	Park Development
Community Park Improvement		
Prepaid	Non-spendable	
Town Hall Improv.	Assigned	
Remainder	Assigned	Polar Lakes Park Development
Improvement Funds		
Prepaid	Non-spendable	
Remainder	Assigned	Capital Improvements Benefiting Individual Property Owners
Debt Service Funds	Category	Committed/Assigned For:
Debt Service Funds	Restricted	

The action requested tonight is to approve the above 2018 fund balance classifications.

FOR INFORMATION PURPOSES ONLY”

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

General Fund:

Public Safety (Assigned)	\$ 596.30
Compensation Study (Assigned)	\$ 5,000.00

Park Acquisition Fund:

Rutherford Park Development (Restricted)	\$ 6,385.36
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EDA Fund:

Land Held for Resale (Non-Spendable)	\$1,345,756.29
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Storm Water Utility Fund:

Stillwater Street Drainage (Assigned)	\$250,000.00
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A1. Budget Impact: There are no budget impacts at this time.

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

B. ALTERNATIVE ACTIONS:

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

C. STAFF RECOMMENDATION:

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

D. SUPPORTING DATA:

None.



**Town Board Meeting
December 17, 2018**

Agenda Number: 8I – General Business

Liquor License Renewals

Subject: Applebee's – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Applebee's Grill & Bar, 1018 Meadowlands Drive

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2019 on-Sale & Sunday Liquor License for Apple Minnesota, LLC (Applebee's Neighborhood Grill & Bar), 1018 Meadowlands Drive, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 11, 2018

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

Apple Minnesota, LLC (Applebee's) has submitted their completed Liquor License Renewal Information along with the 2019 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have received the background check information on the manager from the Ramsey County Sheriff's Office, and it is the same person as in previous years and all is clear.

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

A Certificate of Insurance has been received.

Requested Action:

1. Approval of the renewal of the 2019 On-Sale & Sunday Liquor License for Apple Minnesota, LLC (Applebee's Neighborhood Grill & Bar), 1018 Meadowlands Drive, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
Enc.
cc:admin/add.file
b:applebees-19memo



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

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPONSS License Period Ending 12/31/2018 ID# 30775

ISSUING AUTHORITY White Bear Township

Licensee Name Apple Minnesota LLC

Trade Name Applebee's Neighborhood Grill & Bar

City, State, Zip Code *1018 Meadowlands Dr

White Bear Township MN 55127

Business Phone 6514299789

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

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

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

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

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

Licensee Signature [Signature] DOB 8/31/1961 SS# 285-58-3236 Date 11/2/18
(Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

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

No Changes

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

Other Applebee's locations in 23 states.

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

See attached list of violations.

Report below details involving any license rejections or revocations:

N/A

City/County Comments:



Apple Minnesota LLC
6200 Oak Tree Blvd., Suite 250
Independence, OH, 44131
(216)525-2775

Vendor No.	Check No.	Check Date
1008857	2190024608	11/08/2018

WHITE BEAR TOWNSHIP
1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP MN 55110

SAP Document Number	Vendor Invoice Number	Invoice Date	Invoice Amount	Discount	Net Amount
1300032882	110718-22 LIQUOR LICENSE	11/07/2018	3,000.00	0.00	3,000.00
TOTALS					\$3,000.00

THIS DOCUMENT CONTAINS A VOID PANTOGRAPH AND IS NOT VALID IF THE WORD "VOID" APPEARS - A TRUE WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK



Apple Minnesota LLC
6200 Oak Tree Blvd., Suite 250
Independence, OH, 44131
(216)525-2775

THREE THOUSAND DOLLARS

Vendor No.	Check No.	Check Date
1008857	2190024608	11/08/2018

BANK OF AMERICA N.A.

CHECK AMOUNT *****\$3,000.00
--

VOID AFTER 90 DAYS

Pay
To the
Order
Of

WHITE BEAR TOWNSHIP
1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP MN 55110

AUTHORIZED SIGNATURE

⑈ 2190024608⑈ ⑆061112788⑆ 003359876870⑈

LIQUOR VIOLATIONS

6/2/2005, Apple New Jersey, LLC Applebee's Neighborhood Grill and Bar, Washington Township/Turnersville received a violation for a minor – false ID presented, they paid a fine in lieu of suspension.

11/15/10 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Austin, MN received a violation for a sale to a minor and paid a \$500.00 fine.

4/25/11 Apple Norcal, LLC, Applebee's Neighborhood Grill and Bar, Cameron Park, CA received a violation for a sale to a minor and paid a fine of \$3000.00 in lieu of suspension.

7/23/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Minneapolis, MN (U of M) received a violation for allowing liquor outside of the licensed premise. They paid a fine of \$500.00

8/18/11 Apple Norcal, LLC, Applebee's Neighborhood Grill and Bar, Davis, CA received a violation for a sale to a minor and paid a \$3000.00 fine in lieu of suspension.

8/29/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Rogers, MN (Diamond Lake Road) received a violation for a sale to a minor and paid a \$500.00 fine.

9/8/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Rice Lake, WI received a violation for a sale to a minor.

11/29/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Cottage Grove, MN received a violation for sales to a minor and paid a \$500.00 fine.

3/1/12 Apple Norcal, LLC, Applebee's Neighborhood Grill and Bar, Windsor, CA received a violation for a sale to a minor and paid a fine of \$3000.00 in lieu of suspension.

4/10/12 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Burnsville, MN received a violation for a sale to a minor and paid a \$500.00 fine.

10/21/12 Apple New England, LLC Applebee's Neighborhood Grill and Bar, Littleton, NH received a violation sale of alcoholic beverage to an intoxicated person. They paid a \$500.00 fine, served a three day suspension of their liquor license and had four points assessed to the liquor license.

10/24/12 Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Epping, NH received a violation for prohibited sales – Sales to an intoxicated. They received a \$1000.00 fine, five day suspension of liquor sales in the bar only with one day held in abeyance and four points assessed to the liquor license.

11/10/12 Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Brighton, MA received a violation for overcrowding and seventeen televisions operating when entertainment permit only allows seven. The restaurant was just given a warning.

11/18/12 Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Dorchester, MA (South Bay) received a violation for change of manager without prior approval from the Licensing Board and No valid BFD Assembly permit posted they received a warning.

11/30/12 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Red Wing, MN received a violation for a sale to a minor and paid a \$750.00 fine.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

07/20/17, Apple Socal, LLC, Applebee's Neighborhood Grill & Bar, Chino, CA received a violation for a sale to a minor. They paid a \$3000.00 fine in lieu of suspension of their liquor license.

09/21/17, Apple Indiana I, LLC, Applebee's Neighborhood Grill and Bar, Logansport, IN received a violation for a sale to a minor and allowing a minor to loiter. They paid a \$500.00 fine.

10/20/17, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Hobbs, NM received a violation for a sale to an intoxicated. They paid a \$1,500.00 fine and one day of suspension.

11/9/17, Apple Colorado, LLC, Applebee's Neighborhood Grill & Bar, Castle Rock, CA received a violation for a sale to a minor. They paid a \$861.00 fine in lieu of suspension of the liquor license. Five days are held in abeyance for a period of one year.

11/16/17, Apple Bama, LLC, Applebee's Neighborhood Grill & Bar, Oxford, AL received a violation for a sale to a minor. They paid a \$750.00 fine.

11/30/17, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Cottage Grove, MN received a violation for a sale to a minor. They paid a \$500.00 fine in lieu of suspension of the liquor license. All employees had to participate in a city sponsored training program.

12/7/17, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, West St. Paul, MN received a violation for a sale to a minor. They paid a \$200.00 fine.

01/10/18, Apple Washington II, LLC, Applebee's Neighborhood Grill and Bar, 112th Street, Vancouver, WA received a violation for a sale to a minor. They paid a \$300.00 fine in lieu of suspension of their liquor license.

1/24/18, Apple Idaho, LLC, Applebee's Neighborhood Grill & Bar, Moscow, ID received a violation for failure to lock up liquor. They paid a \$250.00 fine in lieu of suspension

1/24/18, Apple Idaho, LLC, Applebee's Neighborhood Grill & Bar, Lewiston, ID received a violation for failure to lock up liquor. They paid \$1000.00 fine in lieu of suspension.

4/7/18, Apple Socal II, LLC, Applebee's Neighborhood Grill & Bar, Alhambra, CA received a violation for a sale to a minor. They paid a \$3000.00 fine in lieu of suspension of their liquor license.

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: On Sale & Sale Sunday

License renewal date: 1/1/19-12/31/19

Personal Information

Applicant's Name (Last, first, middle initial): Igarashi, Ronald S.

Applicant's Resident Address: 920 Eastlake Drive, Eastlake OH 44095

Social Security Number: 285-58-3236

Business Information

Business Name: Apple Minnesota, LLC

Business Address: 1018 Meadowlands Road, White Bear MN 55127

Minnesota Tax Identification Number: 1688759

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

Additional explanation, if necessary: _____

Signature: _____

Date: 11/8/18

Certificate of Compliance

Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

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

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

You must complete number 1 or 2 below.

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

1. I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent) Ace American Insurance Company		
Policy number WLRC65432559	Effective date 01/01/2019	Expiration date 01/01/2020

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

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

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

Explain why your employees are not required to be covered

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

Print name Cheryl Mills	Title License Manager	Date
Applicant signature (required)		

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

01/11/2018
01:05:30

Applebee's - WHITEBEAR
Income Statement - Gaap Basis
For the TWELVE Months Ending December 00 2017

	December	%	YTD	%	December	%	YTD	%
	2017		2017		2016		2016	
Food Sales	163,444	80.75%	1,685,673	81.21%	152,675	79.75%	1,781,405	81.40%
Liquor Sales	38,972	19.25%	390,130	18.79%	38,768	20.25%	407,110	18.60%
Total Sales	202,415	100.00%	2,075,804	100.00%	191,443	100.00%	2,188,514	100.00%
Miscellaneous Income	0	0.00%	10	0.00%	0	0.00%	52	0.00%
Food Costs	39,216	23.99%	409,750	24.31%	36,421	23.86%	434,748	24.40%
Liquor Costs	8,233	21.13%	82,930	21.26%	8,180	21.10%	85,690	21.05%
Cost of Goods Sold	47,449	23.44%	492,680	23.73%	44,600	23.30%	520,438	23.78%
Payroll-Admin	22,845	11.29%	250,608	12.07%	22,326	11.66%	249,219	11.39%
Payroll-Operating	53,623	26.49%	544,988	26.25%	46,967	24.53%	529,906	24.21%
Total Direct Labor	76,468	37.78%	795,596	38.33%	69,292	36.19%	779,125	35.60%
Total Prime Cost	123,917	61.22%	1,288,276	62.06%	113,893	59.49%	1,299,562	59.38%
Operating Expenses								
Payroll Related	13,878	6.86%	134,078	6.46%	13,093	6.84%	130,375	5.96%
Laundry & Linen	(88)	(0.04)%	4,284	0.21%	515	0.27%	4,579	0.21%
Advertising and Sales Promo	12,149	6.00%	122,627	5.91%	10,811	5.65%	131,622	6.01%
Supplies	3,331	1.65%	41,320	1.99%	2,949	1.54%	43,478	1.99%
Heat-Light-Water	4,792	2.37%	63,491	3.06%	5,125	2.68%	64,942	2.97%
Maintenance	5,401	2.67%	60,617	2.92%	6,050	3.16%	57,656	2.63%
General Operating	5,019	2.48%	39,003	1.88%	4,523	2.36%	45,842	2.09%
Total Operating Expense	44,481	21.98%	465,419	22.42%	43,064	22.49%	478,493	21.86%
Controllable Profit	34,017	16.81%	322,118	15.52%	34,486	18.01%	410,511	18.76%
Fixed Expenses								
Insurance	729	0.36%	7,879	0.38%	655	0.34%	7,838	0.36%
Rent	18,517	9.15%	222,205	10.70%	18,517	9.67%	222,205	10.15%
Rent-Sale Leaseback	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Taxes-Real Estate & General	5,285	2.61%	61,609	2.97%	5,441	2.84%	63,842	2.92%
Royalties	8,106	4.00%	83,057	4.00%	7,661	4.00%	87,577	4.00%
Total Fixed Expenses	32,637	16.12%	374,750	18.05%	32,274	16.86%	381,462	17.43%
Unit Earnings	1,380	0.68%	(52,632)	(2.54)%	2,212	1.16%	29,049	1.33%
Divisional Admin Expense	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Divisional Earnings	1,380	0.68%	(52,632)	(2.54)%	2,212	1.16%	29,049	1.33%
Support Center Expense	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Nonrecurring Costs	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Management Fees	291	0.14%	3,423	0.16%	145	0.08%	3,430	0.16%
Preopening	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Operating Cash Flow	1,089	0.54%	(56,055)	(2.7)%	2,067	1.08%	25,619	1.17%

Applebee's White Bear
January - December 2017
Certified Sales

Food Sales	1,797,445	83%
Liquor Sales	<u>356,331</u>	17%
Total Sales	<u><u>2,153,776</u></u>	

Certified By:  CPA # 43872

Date: 11/6/18



November 9, 2018

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

Re: Liquor License Renewal

Gentlemen:

In anticipation of our 2019 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at 1018 Meadowlands Drive, White Bear Township, MN 55127.

Food Sales: \$1,685,673 (81.21%)

Liquor Sales; \$390,130 (18.79%)

Sincerely,

Ronald Igarashi
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2018

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

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

PRODUCER Marsh USA Inc. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824 Attn: Cleveland.CertRequest@marsh.com CN115425321-Appl*-Liq-18-20 Liquor	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Apple Minnesota, LLC dba Applebee's Neighborhood Grill & Bar 6200 Oak Tree Blvd, Suite 250 Independence, OH 44131	INSURER A : ACE American Insurance Company 22667	
	INSURER B : ACE Fire Underwriters Co 20702	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-005780949-23 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			XSL G71210303 'SIR: \$500,000'	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H25272225	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C65432596 (WI)	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A				WLR C65432559 (AOS)	01/01/2019	01/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
A				WCU C65432638 (XS OH)	01/01/2019	01/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			XSL G71210303	01/01/2019	01/01/2020	Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Applebee's, 1018 Meadowland Road, White Bear MN 55127.
Liquor Liability policy is continuous until cancelled or non-renewed. Coverage includes liability for bodily injury, property damage, and loss of means of support as allowed under the policy, as required by Minnesota state law. The general liability policy includes an endorsement providing 30 days notice of cancellation will be given.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Edward Matthew Brandon *Edward Matthew Brandon*



**Town Board Meeting
December 17, 2018**

Agenda Number: **8J – General Business**

Liquor License Renewals

Subject: **Zen Asia** – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Continue Renewal of License to Zen Asia to the Special Town Board Meeting of December 28, 2018 to Allow for Receipt of Certificate of Insurance.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 13, 2018

SUBJECT: ZEN ASIA 2019– LIQUOR LICENSE RENEWAL

Zen Asia has submitted their Liquor License Renewal information along with the 2019 license fee in the amount of \$3,000.00.

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

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

I have reached out to the insurance agent but as of today have not heard anything back.

Requested Action:

1. Continue to Special Town Board Meeting of December 28, 2018 to Allow for Receipt of Certificate of Insurance.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
Enc.
cc:admin/add.file
b:zenasia-19memo



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

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPONSS License Period Ending 12/31/2018 ID# 24947

ISSUING AUTHORITY White Bear Township

Licensee Name Zen Asia Inc.

Trade Name Zen Asia

City, State, Zip Code 1011 Meadowlands Dr #8
White Bear Township MN 55127

Business Phone 6513071117

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

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

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

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

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

Licensee Signature [Signature] DOB 08/07/68 SS# 469-96-4907 Date 11/27/2018
 (Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

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

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

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

Report below details involving any license rejections or revocations:

City/County Comments:

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: ZEN ASIA INC
License renewal date: 01-01-2019

Personal Information

Applicant's Name (Last, first, middle initial): DAO Thanh
Applicant's Resident Address: 4836 HAMLET way
Social Security Number: 469-96-4509

Business Information

Business Name: ZEN ASIA INC
Business Address: 1011 MEADOWLANDS DR #8
Minnesota Tax Identification Number: 9300919

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

Additional explanation, if necessary: _____

Signature: [Handwritten Signature] Date: 11-27-2018



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

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

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

Insurance Company Name: Integrity Mutual Insurance
(NOT the insurance agent)

Policy #: 2667248

Dates of Coverage: 01-01-18 to 01-01-2019

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

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

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

Name: DAO Thank V.
(Last) (First) (Middle)

Doing Business As: ZEN ASIA Inc
(Business name if different than your name) Phone

Business Address: 1011 Meadows Dr #8
White Bear MN 55121

Signature: [Handwritten Signature] Date: 11-27-2018



ZEN ASIA INC
1011 MEADOWLANDS DR STE 8
SAINT PAUL, MN 55127-2340

2452

17-1/910 2134
3574048967

Date 11/27/18

PAY to the
order of

White Bear Township

\$ 3000⁰⁰

Three thousand ~~and~~

Dollars



Wells Fargo Bank, N.A.
Minnesota
wellsfargo.com

[Signature]

FOR _____

⑈0000002452⑈ ⑆091000019⑆ 3574048967⑈

(Please complete on your letterhead – if available)

_____, 2018

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

Re: Liquor License Renewal

Gentlemen:

In anticipation of our 2019 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at White Township, White Bear Township, Minnesota 55127:

Food Sales	\$ <u>98</u>	(<u> </u> %)
Liquor Sales	\$ <u>2</u>	(<u> </u> %)

Sincerely,





**Town Board Meeting
December 17, 2018**

Agenda Number: 8K – General Business

Liquor License Renewals

Subject: Cub Foods – Approval Renewal of the 2019 Off-Sale & 3.2% Liquor License for Kowalski Companies, Inc., d/b/a Cub Foods of White Bear, 1059 Meadowlands Drive

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2019 Off-Sale Liquor License & 2019 3.2% Liquor License for Kowalski Companies d/b/a Cub Foods, 1059 Meadowlands Drive, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 13, 2018

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

Cub Foods has submitted their completed liquor license renewal information along with the 2019 license fees for the off-sale of hard liquor and off-sale of 3.2% inside their store.

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

A certificate of insurance has been received.

Requested Action:

1. Approval of the renewal of the 2019 Off-Sale Liquor License and 2019 3.2% Liquor License for Kowalski Companies, Inc., d/a/a Cub Foods, 1059 Meadowlands Drive, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
cc:admin/add.file
b:cub-19memo



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

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

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPOFSL License Period Ending 12/31/2018 ID# 40718

ISSUING AUTHORITY White Bear Township

Licensee Name Kowalski Companies Inc.

Trade Name Cub Foods of White Bear

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

Business Phone 6516984752

License Fees: Off Sale \$500 On Sale Sunday

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

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

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

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

Licensee Signature Thomas M Blanchard DOB SS# Date 12-10-18
(Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

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

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

see attached

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

Report below details involving any license rejections or revocations:

City/County Comments:

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

Woodbury- 8505 Valley Creek Road, Woodbury, MN 55125

Uptown-2440 Hennepin Ave, Minneapolis, MN 55405

Excelsior- 440 Water Street, Excelsior, MN 55331

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

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

Shoreview- 441 Highway 96, Shoreview, MN 55126

Eagan-1646 Diffley Road, Eagan, MN 55122



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License White Bear Township License Period From: 1/1/19 To: 12/31/19

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale
 Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ 75.00

Licensee Name: KOWALSKI COMPANIES, INC. DOB _____ Social Security # _____
(corporation, partnership, LLC, or individual)

Business Trade Name Cub Foods of White Bear Township Business Address 1059 Meadowlands Dr. White Bear Township

Zip Code 55127 County RAMSEY Business Phone 651 420 0534 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # 1990752
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 41-1500046
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Mary Anne Kowalski</u>	—	—	<u>5 Red Forest Heights North Oaks, MN 55127</u>
<u>Kris Kowalski Christensen</u>	—	—	<u>2 Blue Flag Court North Oaks, MN 55127</u>
<u>Thomas Beauchamp</u>	—	—	<u>525 Suburban Drive Excelsior, MN 55331</u>

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: SFM (State Fund Mutual) Policy # 20565.515

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature [Signature] Date 11-28-18
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.



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

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

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

Insurance Company Name: SFM (State Fund Mutual)
(NOT the insurance agent)

Policy #: 205105.515

Dates of Coverage: 9/2018 to 9/2019

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

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

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

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

Doing Business As: Kowalski Companies, Inc. 651 498 4752
(Business name if different than your name) Phone

Business Address: 1446 Diffley Road, Suite 200
Eagan, MN 55122

Signature: Thomas M. Beauchamp Date: 12-10-18

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: 2019 liquor license renewal - off sale + 3.2%
License renewal date: 1/1/19

Personal Information

Applicant's Name (Last, first, middle initial): Beauchamp, Thomas M.
Applicant's Resident Address: —
Social Security Number: —

Business Information

Business Name: Cub Foods of White Bear
Business Address: 1059 meadowlands Drive
Minnesota Tax Identification Number: 3122739

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

Additional explanation, if necessary: _____

Signature: Thomas M. Beauchamp Date: 12-10-18



**Town Board Meeting
December 17, 2018**

Agenda Number: 8L – General Business

Liquor License Renewals

Subject: Bald Eagle Liquor – Approve Renewal of the 2019 Off-Sale Liquor License for Bald Eagle Liquor, 5960 Highway 61

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2019 Off-Sale Liquor License for Bald Eagle Investments, d/b/a Bald Eagle Liquor, 5960 Highway 61, White Bear Township, Minnesota 55110, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 11, 201

SUBJECT: BALD EAGLE LIQUOR – OFF-SALE LIQUOR LICENSE RENEWAL

Bald Eagle Investments, LLC d/b/a Bald Eagle Liquor has submitted their completed Liquor License Renewal information along with the 2019 license fee in the amount of \$500.00.

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

Bald Eagle Investments informed me that they are in the process of changing insurance companies starting January 1st, I requested an email verifying the new coverage, and it is attached.

Requested Action:

1. Approval of the renewal of the 2019 Off-Sale Liquor License for Bald Eagle Investments, LLC, d/b/a Bald Eagle Liquor, 5960 Highway 61, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Board Chair and Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
cc:admin/add.file
b:baldeagle-19memo



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

RECEIVED

DEC 7 0 2018

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPOFSL License Period Ending 12/31/2018 ID# 38722

ISSUING AUTHORITY White Bear Township

Licensee Name Bald Eagle Investments LLC

Trade Name Bald Eagle Liquor

City, State, Zip Code 5960 Highway 61

White Bear Township MN 55110

Business Phone 6517738780

License Fees: Off Sale \$500 On Sale \$0 Sunday \$0

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

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

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

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

Licensee Signature [Signature] DOB 12/26/53 SS# 473-70-1170 Date 11-10-18
 (Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

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

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

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

Report below details involving any license rejections or revocations:

City/County Comments:



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

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

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

Insurance Company Name: Wist Bend
(NOT the insurance agent)

Policy #: 1897770

Dates of Coverage: 1-1-18 to 1-1-19

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

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

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

Name: Alm Larry Michael
(Last) (First) (Middle)

Doing Business As: Bald Eagle Investments LLC
(Business name if different than your name) Phone

Business Address: 2322 Leibel St.
White Bear Twp MN 55110

Signature: [Signature] Date: 11-10-18

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: Li Quon
License renewal date: 1-1-19

Personal Information

Applicant's Name (Last, first, middle initial): Alan Larry M
Applicant's Resident Address: 2372 Leibel St. WBT MN 55710
Social Security Number: 473-20-1170

Business Information

Business Name: Bald Eagle Investments LLC
Business Address: 2372 Leibel St WBT MN 55710
Minnesota Tax Identification Number: 3118229

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

Additional explanation, if necessary: _____

Signature: [Signature] Date: 11-10-18

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

BALD EAGLE INVESTMENTS, LLC

2372 Leibel Street
White Bear Township, MN 55110
651-773-8780

MidWestOne Bank
www.midwestone.com

72-123/739

12/12

PAY
TO THE
ORDER OF

White Bear Township

\$ **500.00

Five Hundred and 00/100*****

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

MEMO

2019 LIQ LIC



[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈006374⑈ ⑆073901233⑆ 416 7169⑈

Patti Walstad

From: Megan Corradi <megan@steininsurance.com>
Sent: Wednesday, December 12, 2018 4:06 PM
To: Patti Walstad
Cc: Southwind Business Office
Subject: Bald Eagle Investments LLC - Liquor Liability COI

Hi Patti,

I am working with Bale Eagle Investments LLC on their 2019-2020 insurance program effective 01/01/2019. I am planning to meet with them next week. I will be providing liquor liability coverage for their liquor store at 5960 Highway 61 North, White Bear Lake, MN 55110. I will send a certificate of insurance naming the city of White Bear Township as Additional Insured as soon as coverage is bound.

In the meantime, please let me know if you have any questions.

Best Regards,

Megan Corradi MSc, CPCU, ARe

Insurance Producer & Risk Consultant

Stein Insurance Agency | 12800 Lake Blvd. | Lindstrom, MN 55045

D 651-257-1042 ext 17 | M 651-206-1201

megan@steininsurance.com

steininsurance.com





**Town Board Meeting
December 17, 2018**

Agenda Number: 8M – General Business

Liquor License Renewals

Subject: Orchid Restaurant & Bar – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2019 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 11, 2018

SUBJECT: ORCHID RESTAURANT & BAR – ON-SALE LIQUOR LICENSE RENEWAL

Orchid Restaurant & Bar has submitted their completed Liquor License Renewal Information along with the 2019 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have requested a background check from the Ramsey County Sheriff's Office but have not yet received it; however the manager is the same as in previous years and all has been previously clear.

Orchid has provided the "Food to Liquor Sale Ratio" letter which is attached.

A Certificate of Insurance has been received.

Requested Action:

1. Approval of the renewal of the 2019 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
Enc.
cc:admin/add.file
b:orchid -19memo



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

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPONSS License Period Ending 12/31/2018 ID# 36034

ISSUING AUTHORITY White Bear Township

Licensee Name Orchid Restaurant & Bar Inc.

Trade Name Orchid Restaurant & Bar

City, State, Zip Code 1190 Co Rd J/#100

White Bear Township MN 55127

Business Phone 6514263558

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

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

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

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

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

Licensee Signature [Signature] DOB 6/21/1972 SS# 471-98-7863 Date 12/10/18
(Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

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

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

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

Report below details involving any license rejections or revocations:

City/County Comments:



CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

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

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

Insurance Company Name: Integrity Mutual Ins. Co.
(NOT the insurance agent)

Policy #: BP 2765202

Dates of Coverage: 9/1/2018 to 9/1/2019

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

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

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

Name: Nguyen Ninh Thanh
(Last) (First) (Middle)

Doing Business As: Orchid Restaurant 651-426-3558
(Business name if different than your name) Phone

Business Address: 1190 County Road J # 100
White Bear Township, MN 55127

Signature: [Signature] Date: 12/10/18

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: Liquor License on-sale and Sunday on-sale
License renewal date: 12/31/18

Personal Information

Applicant's Name (Last, first, middle initial): Nguyen, Ninh, T
Applicant's Resident Address: 1793 Cheri Court, White Bear Lake, MN 55110
Social Security Number: 471-98-7863

Business Information

Business Name: Orchid Restaurant + Bar Inc.
Business Address: 1190 County Road J #100, White Bear Township, MN 5512
Minnesota Tax Identification Number: 2605828

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

Additional explanation, if necessary: _____

Signature:  Date: 12/10/18

GREEN SECURE LINK CHAIN AND GREEN DIAMOND DISAPPEAR WHEN COPIED HEAT SENSITIVE RED LOCK CHANGES WHEN HEATED

14669

ORCHID RESTAURANT & BAR
1190 COUNTY ROAD J
WHITE BEAR TOWNSHIP, MN 55127
(651) 426-3558

DATE 12/11/18

17-1/910

PAY
TO THE
ORDER OF

White Bear Township

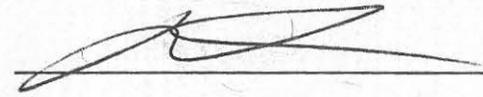
\$ 3,000⁰⁰

Three-Thousand - ^{no} ~~and no~~

DOLLARS

Wells Fargo Bank, N.A.
Minneapolis, MN 55479

FOR 2019 liquor License Renewal



Details on back
Security Features

⑈014669⑈ ⑆091000019⑆ 2223955085⑈

(Please complete on your letterhead – if available)

December 10, 2018

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

Re: Liquor License Renewal

Gentlemen:

In anticipation of our 2019 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at 1190 County Road J, White Bear Township, Minnesota 55127:

Food Sales	\$ <u>88,000</u>	(<u>70</u> %)
Liquor Sales	\$ <u>37,000</u>	(<u>30</u> %)

Sincerely,



A handwritten signature in black ink, consisting of a stylized, cursive name, is written above a horizontal line.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2018

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

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

PRODUCER Advance Insurance Agency 5241 Viking Drive Ste 200 Edina MN 55435		CONTACT NAME: Cindy Lang PHONE (A/C, No, Ext): (952) 831-1928 E-MAIL ADDRESS: FAX (A/C, No): (952) 831-0572	
INSURED ORCHID RESTAURANT & BAR INC. 1190 COUNTY ROAD J SAINT PAUL MN 55127		INSURER(S) AFFORDING COVERAGE INSURER A: Integrity Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14303	

COVERAGES **CERTIFICATE NUMBER:** Master 9-1-2018 to 2019 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP 2765202	9/1/2018	9/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
							Non-owned	\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BP 2765202	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	LIQUOR LIABILITY			BP 2765202	9/1/2018	9/1/2019	LIMIT	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Liquor Liability Continuous until Cancelled.

CERTIFICATE HOLDER

(651) 426-2258

 White Bear Township
 Attn: Patti
 1281 Hammond Road
 White Bear Twsp, MN 55110
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeff Grundstrom/L173

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**Town Board Meeting
December 17, 2018**

Agenda Number: 8N – General Business

Liquor License Renewals

Subject: Lucy's Burgers LLC – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Lucy's Burgers LLC, 1190 County Road J, Suite 600

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2019 On-Sale & Sunday Liquor License for Lucy's Burgers, LLC, 1190 County Road J, Suite 700, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 11, 2018

SUBJECT: LUCY'S – ON-SALE LIQUOR LICENSE RENEWAL

Lucy's Burgers, LLC has submitted their completed Liquor License Renewal Information along with the 2019 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have received the background check information on the manager from the Ramsey County Sheriff's Office, and it is the same person as last year and all is clear.

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

A Certificate of Insurance has been received.

Requested Action:

1. Approval of the renewal of the 2019 On-Sale & Sunday Liquor License for Lucy's Burgers, LLC, 1190 County Road J, Suite 700, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
Enc.
cc:admin/add.file
b:lucys-19memo



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

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPONSS License Period Ending 12/31/2018 ID# 64361

ISSUING AUTHORITY White Bear Township

Licensee Name Lucy's Burgers LLC

Trade Name Lucy's Burgers

City, State, Zip Code 1190 County Road J/Suite 700

White Bear Township MN 55127

Business Phone 6127232032

License Fees: Off Sale _____ On Sale 2800.00 Sunday 200.00
~~\$1,400~~

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

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

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

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

Licensee Signature [Signature] DOB 2/13/68 SS# 472-74-2293 Date 11/8/10
(Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

Names of corporate officers, partners, home addresses or telephone numbers:

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

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

Report below details involving any license rejections or revocations:

City/County Comments:



CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

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

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

Insurance Company Name: The Hanover Insurance Group
(NOT the insurance agent)

Policy #: W2X D392575-01

Dates of Coverage: 10/4/18 to 10/4/19

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

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

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

Name: Scott Robert John
(Last) (First) (Middle)

Doing Business As: Lucy's Burgers LLC
(Business Name if different than your name) Phone

Business Address: 1190 County Road J # 700

Signature: [Handwritten Signature] Date: 11/8/18
White Bear Township, MN 55127

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: Liquor License
License renewal date: _____

Personal Information

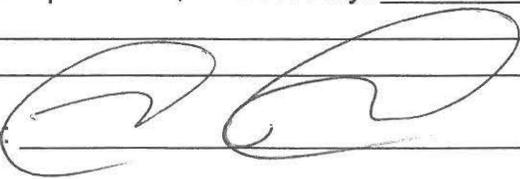
Applicant's Name (Last, first, middle initial): Scott Robert, J
Applicant's Resident Address: 3322 Stinson Blvd NE, Minneapolis, MN 55410
Social Security Number: 472-74-2293

Business Information

Business Name: Lucy's Burgers LLC
Business Address: 1198 County Road J # 760 White Bear Township, MN 55127
Minnesota Tax Identification Number: 46-85767

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

Additional explanation, if necessary: _____

Signature:  Date: 11/8/10

CASH ONLY IF ALL CHECKS SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Lucy's Burgers LLC
1190 County Road J #700
White Bear Township, MN 55127
651-756-7788

Village Bank
9298 Central Ave NE
Blaine, MN 55434
75-574/919

7133

11/7/2018

*Pay to the
Order of*

White Bear Township

\$**3,000.00

Three Thousand and 00/100******Dollars*

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

**Lucy's
BURGERS**



⑈007133⑈ ⑆091905745⑆ 3 02 791 1⑈

Lucy's Burgers LLC

7133

White Bear Township

11/7/2018

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/7/2018	Bill	2019 Renewal	3,000.00	3,000.00		3,000.00
					Check Amount	3,000.00

Lucy's
BURGERS

Village Bank

3,000.00

© 2011 INTELIT INC # 145 1 900-433-8810

(Please complete on your letterhead – if available)

11/8/18, 2018

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

Re: Liquor License Renewal

Gentlemen:

In anticipation of our 2019 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at 1190 County Road S #700, White Bear Township, Minnesota 55127:

Food Sales	\$ 662,591. ⁴²	(74%)
Liquor Sales	\$ 198,507. ⁹⁹	(22%)

Sincerely,



A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a flourish.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2018

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

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

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Drive North Suite 300 Minneapolis MN 55428	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
INSURED Lucy's Burgers LLC 1190 County Road J Saint Paul MN 55127	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Citizens Insurance Company of America	31534
	INSURER B : Hanover Insurance Company	22292
	INSURER C : Allmerica Financial Alliance Insurance	10212
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 469877491 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			ZBXD392579	10/4/2018	10/4/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZBXD392579	10/4/2018	10/4/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			UHXD392582	10/4/2018	10/4/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W2XD392575	10/4/2018	10/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ZBXD392579	10/4/2018	10/4/2019	Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage is provided.
 Coverage is continuous until cancelled.

CERTIFICATE HOLDER**CANCELLATION**

White Bear Township 1281 Hammond Rd White Bear Township MN 55110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Town Board Meeting
December 17, 2018**

Agenda Number: 80 – General Business

Liquor License Renewals

Subject: Northwoods Entertainment, LLC d/b/a Eimage Theatres – Approve Renewal of the 2019 On-Sale & Sunday Liquor License for Northwoods Entertainment, LLC, d/b/a Eimage Theatres, 1180 County Road J

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2019 On-Sale & Sunday Liquor License for Northwoods Entertainment, LLC d/b/a Eimage White Bear, 1180 County Road J, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 11, 2018

SUBJECT: NORTHWOODS ENTERTAINMENT – ON-SALE LIQUOR LICENSE RENEWAL

Northwoods Entertainment, LLC, d/b/a Emagine White Bear has submitted their completed Liquor License Renewal Information along with the 2019 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have received the background check information on the manager from the Ramsey County Sheriff's Office, and all is clear.

Emagine has provided the "Food to Liquor Sale Ratio" letter which is attached.

A Certificate of Insurance has been received.

Requested Action:

1. Approval of the renewal of the 2019 On-Sale & Sunday Liquor License for Northwoods Entertainment, LLC (Emagine White Bear), 1180 County Road J, White Bear Township, Minnesota 55127, for the period of January 1, 2019 through December 31, 2019.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
Enc.
cc:admin/add.file
b:emagine -19memo



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

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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

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

License Code TPONSS License Period Ending 12/20/2018 ID# 68909

ISSUING AUTHORITY White Bear Township

Licensee Name Northwoods Entertainment LLC

Trade Name Emagine White Bear

City, State, Zip Code 1180 County Road J

White Bear Township MN 55038

Business Phone 6516533243

License Fees: Off Sale _____ On Sale 2800.00 Sunday 200.00

RECEIVED

NOV 27 2018

TOWN OF WHITE BEAR

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

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

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

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

Licensee Signature Dale Haidey DOB 12-16-63 SS# _____ Date 11-18-18
 (Signature certifies all above information to be correct and license has been approved by city/county.)

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

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

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

4. Imagine Delano Sold ^{to} under ~~the~~ wage person

During A City Check Staff Person Checked
ID But ~~Sub~~ Calculated Incorrectly.

Person was Less than 6 months from
Being 21. Staff Person Subtracted yr Correctly

But Did Not take into Consideration Months.

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

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

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

Report below details involving any license rejections or revocations:

City/County Comments:

Northwoods Entertainment

Liquor Licenses held in the state of Minnesota

- | | |
|-------------------------|---------------------|
| 1. Emagine Delano | Delano, MN |
| 2. Emagine East Bethel | East Bethel, MN |
| 3. Emagine Lakeville | Lakeville, MN |
| 4. Emagine Monticello | Monticello, MN |
| 5. Emagine Rogers | Rogers, Mn |
| 6. Emagine Waconia | Waconia, MN |
| 7. Emagine White Bear | White Bear Twp., MN |
| 8. Emagine Willow Creek | Plymouth, MN |



CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

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

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

Insurance Company Name: Zurich American Inc Co.
(NOT the insurance agent)

Policy #: WC 1071293-01

Dates of Coverage: 10-1-18 to 10-1-19

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

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

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

.. Harder Dale A
(Last) (First) (Middle)
Doing Business As: Emyline White Bear Northwoods Entertainment 612-986-7436
(Business name if different than your name) Phone

Business Address: 1180 County Road J.
White Bear Twp 55110

Signature: Dale Harder Date: 11-18-18

LICENSE APPLICANT INFORMATION

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

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

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

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

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

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

Licensing Authority: White Bear Township

License Information

Name of license being applied for: Liquor
License renewal date: 1-1-19

Personal Information

Applicant's Name (Last, first, middle initial): Dale Haider
Applicant's Resident Address: 3660 Greensboro Dr, Eden, MN 55023
Social Security Number: 501-78-8896

Business Information

Business Name: Northwoods Entertainment
Business Address: 20653 Keokuk Ave, Lakeville, MN 55044
Minnesota Tax Identification Number: 4639637

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

Additional explanation, if necessary: _____

Signature: Dale Haider Date: 11-18-18

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

EMAGINE

**NORTHWOODS ENTERTAINMENT, LLC
DBA EMAGINE THEATRES**
6632 TELEGRAPH ROAD #193
BLOOMFIELD HILLS, MI 48301

DRAKE BANK
60 EAST PLATO BLVD SUITE 100
ST. PAUL, MN 55107
22-1723/960

4916

PAY
TO THE
ORDER OF

White Bear Township

11-18-18
\$3,000⁰⁰

Three Thousand ^{No}/₁₀₀ _____ DOLLARS

MEMO

[Handwritten Signature]

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈004916⑈ ⑆096017230⑆ 3514908⑈

NORTHWOODS ENTERTAINMENT

20653 Keokuk Avenue • Lakeville, MN 55044

Telephone (952) 469-2883 • Email: dah@emagine-entertainment.com

November 18, 2018

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

RE: Liquor license Renewal

Gentlemen:

In anticipation of our 2019 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at Emagine White Bear, 1180 County Road J, White Bear Township, MN 55127.

Food Sales	\$ 1,136,428	97%
Liquor Sales	\$ 27,605	3%

Sincerely,



Dale Haider
Director of Facilities

GOING OUT TO THE MOVIES HAS NEVER BEEN BETTER!



**Town Board Meeting
December 17, 2018**

Agenda Number: 8P – General Business

Tobacco License Renewals

**Subject: White Bear Township Holiday – Approve 2019
Tobacco License for White Bear Township Holiday, 1150
County Road J**

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Renewal of the 2019 Tobacco License for White Bear Township Holiday, 1150 County Road J, for the Period of January 1, 2019 through December 31, 2019

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 13, 2018

SUBJECT: 2019 TOBACCO LICENSE RENEWALS

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	Application Rec'd With License Fee	Background Check Requested and Received*	Insurance Rec'd
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Requested	N/A
White Bear Twp. Holiday 1150 County Road J	Yes	Requested	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Requested	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Requested	N/A

Requested Action:

Approve the Tobacco License Renewals for the individual businesses for the period of January 1, 2019 through December 31, 2019.

** Background checks have not been received however, all applicants are the same as in previous years & were previously all clear.

PSW/s
cc:admin/add.file
b:2019toblicensechart



2019

WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebeartownship.org

PAID \$

TOBACCO LICENSE APPLICATION

License Fee \$100.00

APPLICANT INFORMATION

Full Name: Drake Andreea K
Last First Middle

Residential Address: 1477 Shoeman Lake Road
Street Address Unit #

Lino Lakes Mn 55038
City State ZIP Code

Home Phone: _____ Cell Phone: 612-201-5753

BUSINESS INFORMATION

Business Name: White Bear Township Holiday

Business Address: 1150 County Rd J
Street Address Suite / Unit #

St. Paul Mn 55127
City State ZIP Code

Contact Person: Andreea Drake Business Phone: 651-426-9996

Cell Phone: 612-201-5753 E-Mail Address: northwaks123@comcast.net

Enclosed is the Sum of \$100.00** requesting that a tobacco license be granted pursuant to Town ordinance #69. The tobacco license is valid January 1st to December 31st of each year. Upon license being granted, the undersigned acknowledges that this application has been read, the above is correct and agrees to comply with all ordinances, rules and regulations of White Bear Township.

Applicant Signature: Andreea K Drake Date: 12/3/18

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Print or type
Business Information
Statement of understanding
Sign here

Applicant's Minnesota tax ID number
5655196

The Minnesota tax ID must be issued in the same legal name of the licensee below.

FOR MUNICIPAL USE ONLY

Table with 3 rows: License number, Period covered, Date of issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over counter Through vending machine Both

Licensee's legal name, Business trade name, Complete address of business location, City, State, Zip code, Federal employer ID number, Daytime phone, Other phone number, Fax number, Email address

Type of legal organization (check one):

Sole proprietor Partnership Other (describe) Minnesota corporation: Enter date of incorporation Out-of-state corporation: State of incorporation Are you registered to do business in Minnesota? Yes No

Corporate officers or partners (attach a list if necessary)

Table with 2 rows for corporate officers or partners, including Name, Title, Address, City, State, Zip code

As a licensed tobacco products or cigarette retailer, I understand that:

- 1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee signature Title Print name Date Daytime phone
Licensing agent's signature Title Print name Date Daytime phone

License applicant: Submit this form to the licensing authority along with the license application.
Licensing authority: Mail or fax a copy of approved form to: Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Certificate of Compliance Minnesota Workers' Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

LICENSE or CERTIFICATE NO (if applicable)	BUSINESS TELEPHONE NO. <i>651-426-3733</i>	FAX TELEPHONE NO. <i>651-426-1261</i>
---	---	--

BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.)

DBA ("doing business as" or also known as an assumed name) (if applicable)

North Oaks Amoco Dpa

BUSINESS ADDRESS (must be physical street address, no PO boxes) <i>1150 County Rd J</i>	CITY <i>White Bear, Tennessee</i>	STATE <i>Mn</i>	ZIP CODE <i>55127</i>
COUNTY <i>Ramsey</i>	E-MAIL ADDRESS <i>NORTHOAKS23@comcast.net</i>		

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent) <i>Auto Owners Insurance</i>	NAIC Number
POLICY NO. <i>41-425-590.00</i>	EFFECTIVE DATE <i>5-1-2018</i>
EXPIRATION DATE <i>5-1-2019</i>	

NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: _____

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

PRINT NAME <i>Andrea K Drake</i>		
APPLICANT SIGNATURE (required) <i>Andrea Drake</i>	TITLE <i>Owner</i>	DATE <i>12-3-17</i>

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on a tape.



**Town Board Meeting
December 17, 2018**

Agenda Number: 8Q – General Business

Tobacco License Renewals

Subject: Cub Foods – Approve 2019 Tobacco License for Cub Foods, 1059 Meadowlands Drive

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Renewal of the 2019 Tobacco License for Kowalski Companies, LLC, d/b/a Cub Foods, 1059 Meadowlands Drive, for the Period of January 1, 2019 through December 31, 2019

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 13, 2018

SUBJECT: 2019 TOBACCO LICENSE RENEWALS

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	Application Rec'd With License Fee	Background Check Requested and Received*	Insurance Rec'd
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Requested	N/A
White Bear Twp. Holiday 1150 County Road J	Yes	Requested	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Requested	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Requested	N/A

Requested Action:

Approve the Tobacco License Renewals for the individual businesses for the period of January 1, 2019 through December 31, 2019.

** Background checks have not been received however, all applicants are the same as in previous years & were previously all clear.

PSW/s
cc:admin/add.file
b:2019toblicensechart



PAID

WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebeartownship.org

TOBACCO LICENSE APPLICATION

License Fee \$100.00

APPLICANT INFORMATION

Full Name: Szondy Steve Donald
Last First Middle

Residential Address: 5217 141st North
Street Address Unit #

Hugo MN 55038
City State ZIP Code

Home Phone: None Cell Phone: 651-247-8235

BUSINESS INFORMATION

Business Name: Kowalski Companies, Inc. DBA Cub Foods of White Bear Township

Business Address: 1059 Meadowlands Drive
Street Address Suite / Unit #

White Bear Township MN 55127
City State ZIP Code

Contact Person: Steve Szondy Business Phone: 651 426 6534

Cell Phone: 651 247 8235 E-Mail Address: SSzondy@Kowalskis.com

Enclosed is the Sum of \$100.00⁰⁰ requesting that a tobacco license be granted pursuant to Town ordinance #69. The tobacco license is valid January 1st to December 31st of each year. Upon license being granted, the undersigned acknowledges that this application has been read, the above is correct and agrees to comply with all ordinances, rules and regulations of White Bear Township.

Applicant Signature: 

Date: 12/4/18

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Print or type
Business Information
Statement of understanding
Sign here

Applicant's Minnesota tax ID number

The Minnesota tax ID must be issued in the same legal name of the licensee below.

FOR MUNICIPAL USE ONLY

License number
Period covered
Date of issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over counter Through vending machine Both

Licensee's legal name: Kowalski Companies Inc.
Business trade name: Cub Foods of White Bear Township Ramsey
Complete address of business location: 1054 Meadowlands Drive
City: White Bear Township MN 55127
Mailing address: 1040 Diffley Road Suite 200 Eagan MN 55122
Federal employer ID number: 41-1500040
Daytime phone: 051 420 6034
Other phone number: 051 490 4752
Fax number: 051 420 4430

Type of legal organization (check one):
Sole proprietor
Partnership
Other (describe)
Minnesota corporation: Enter date of incorporation 1983
Out-of-state corporation: State of incorporation
Are you registered to do business in Minnesota? Yes No

Corporate officers or partners (attach a list if necessary)
Name Title
Mary Anne Kowalski President
Address City State Zip code
1040 Diffley Road Suite 200 Eagan MN 55122
Name Title
Tom Beauchamp CFO
Address City State Zip code
1040 Diffley Road Suite 200 Eagan MN 55122

As a licensed tobacco products or cigarette retailer, I understand that:
1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.
Thomas M. Beauchamp CFO Thomas M. Beauchamp 12-7-18 651-698-4752
Licensee signature Title Print name Date Daytime phone
Licensing agent's signature Title Print name Date Daytime phone

License applicant: Submit this form to the licensing authority along with the license application.
Licensing authority: Mail or fax a copy of approved form to:
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Certificate of Compliance Minnesota Workers' Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

LICENSE or CERTIFICATE NO (if applicable)	BUSINESS TELEPHONE NO. 1051 420 6534	FAX TELEPHONE NO. 651 420 9430
BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.) Kowalski Companies, Inc.		
DBA ("doing business as" or also known as an assumed name) (if applicable) Cub Foods of White Bear Township		
BUSINESS ADDRESS (must be physical street address, no PO boxes) 105A Meadowlands Drive	CITY White Bear Township MN	STATE MN
COUNTY Ramsey	ZIP CODE 55127	
E-MAIL ADDRESS ap@kowalskis.com		

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent) SFM (State Fund Mutual)	NAIC Number
POLICY NO. 20565.515	EFFECTIVE DATE 9/2018
EXPIRATION DATE 9/2019	

NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: _____

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

PRINT NAME Thomas M. Beauchamp		
APPLICANT SIGNATURE (required) Thomas M. Beauchamp	TITLE CFO	DATE 12-7-18

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on a tape.



**Town Board Meeting
December 17, 2018**

Agenda Number: 8R – General Business

Tobacco License Renewals

Subject: Holiday Stationstores, Inc. – Approve 2019 Tobacco License for Holiday Stationstores, 5970 Highway 61

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Renewal of the 2019 Tobacco License for the Holiday Stationstores, Inc., 5970 Highway 61, for the Period of January 1, 2019 through December 31, 2019

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 13, 2018

SUBJECT: 2019 TOBACCO LICENSE RENEWALS

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	Application Rec'd With License Fee	Background Check Requested and Received*	Insurance Rec'd
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Requested	N/A
White Bear Twp. Holiday 1150 County Road J	Yes	Requested	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Requested	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Requested	N/A

Requested Action:

Approve the Tobacco License Renewals for the individual businesses for the period of January 1, 2019 through December 31, 2019.

** Background checks have not been received however, all applicants are the same as in previous years & were previously all clear.

PSW/s
cc:admin/add.file
b:2019toblicensechart

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number
9346950

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over Counter Through Vending Machine Both

Print or Type

Licensee's Legal Name Holiday Stationstores, LLC	Federal Employer ID Number (FEIN) 41-0880942
Business Trade Name (doing business as)	Daytime Phone (651)426-1825
Complete Address of Business Location (permit location) 5970 Hwy 61 N	County Ramsey
City White Bear Lake Township	State MN
	ZIP Code 55110
Mailing Address (if different than business address) 4567 American Blvd W	City Bloomington
	State MN
	ZIP Code 55437-1123
	Other Phone Number (952)830-8700
	Fax Number (952)830-1681
	Email Address kate.nolan@holidaycompanies.com

Type of legal organization (check one):

Sole proprietor Minnesota corporation: Enter date of incorporation first incorporated 9/18/1964 converted to LLC 12/11/2017

Partnership Out-of-state corporation: State of incorporation _____

Other (describe) LLC Are you registered to do business in Minnesota? Yes No

Business Information

Corporate officers or partners (attach a list if necessary)

Name Please see attached	Title
Address	City State ZIP Code
Name	Title
Address	City State ZIP Code

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Statement of Understanding

Sign Here

Licensee Signature 	Title V.P. Operations	Print Name Richard Johnson	Date 12/13/2018	Daytime Phone (952)830-8700
Licensing Agent Signature	Title	Print Name	Date	Daytime Phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail, email or fax to:
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

Certificate of Compliance

Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

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

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number (952)830-8700	Alternate telephone number (952)830-8046	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) <p style="text-align: right;">Holiday Stationstores, LLC</p>			
DBA ("doing business as" or "also known as" an assumed name), if applicable			
Business address (must be physical street address, no P.O. boxes) 5970 Hwy 61 N	City White Bear Lake Twnshp	State MN	ZIP code 55110
County Ramsey	Email address kate.nolan@holidaycompanies.com		

You must complete number 1 or 2 below.

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

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

Insurance company name (not the insurance agent) Indemnity Insurance Company of North America		
Policy number WLR C65440647	Effective date 12/1/2018	Expiration date 12/1/2019

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

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

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

Explain why your employees are not required to be covered

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

Print name Richard Johnson	Applicant signature (required) 	Title V.P. of Operations	Date 12/13/2018
-------------------------------	------------------------------------	-----------------------------	--------------------

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

OFFICERS AND MEMBER
HOLIDAY STATIONSTORES, LLC

Officers:

Timothy Alexander Miller, President and
Senior Vice President Global Fuels

5372 Hudson Road
Lake Wylie, SC 29710
(812) 374-6096

Kathleen Kerr Cunnington, Treasurer and
Vice President Shared Services, N.A.

3424 E. Equestrian Trail
Phoenix, AZ 85044
(602) 728-7137

Jeffrey Charles Burrell, Vice President Fuels

177 Mills Lane
Fort Mill, SC 29708
(714) 330-7845

Christine Anagnostou, Corporate Secretary

6630 36th Ave
Montreal, Quebec, Canada, H1T 2Z7
(514) 707-8005

Michael Lawrence Foster, Assistant Secretary

9818 Hinson Drive
Matthews, NC 28105
(704) 583-5713

Richard David Johnson, Vice President of Operations

970 Redwood Drive
Apple Valley, MN 55124
(952) 431-2401

Member:

Oliver Acquisition, LLC
4567 American Blvd W
Bloomington, MN 55437
(952) 830-8700
FEIN: 82-234288

Oliver Acquisition, LLC is the Sole Member of Holiday Stationstores, LLC.



**Town Board Meeting
December 17, 2018**

Agenda Number: **8S – General Business**

Tobacco License Renewals

Subject: **Bald Eagle Investments** – Approve 2019 Tobacco License for Bald Eagle Investments, 5960 Highway 61

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Renewal of the 2019 Tobacco License for Bald Eagle Investments d/b/a Bald Eagle Quickstop, 5960 Highway 61, for the Period of January 1, 2019 through December 31, 2019

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 13, 2018

SUBJECT: 2019 TOBACCO LICENSE RENEWALS

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	Application Rec'd With License Fee	Background Check Requested and Received*	Insurance Rec'd
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Requested	N/A
White Bear Twp. Holiday 1150 County Road J	Yes	Requested	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Requested	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Requested	N/A

Requested Action:

Approve the Tobacco License Renewals for the individual businesses for the period of January 1, 2019 through December 31, 2019.

** Background checks have not been received however, all applicants are the same as in previous years & were previously all clear.

PSW/s
cc:admin/add.file
b:2019toblicensechart



WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebearthowship.org

PAID

BACKGROUND INVESTIGATION CONSENT RELEASE

Date: 12-10-18

Name of Applicant: LARRY ALM

Maiden, Alias or Former Name (s): -

Address: 2372 Leibel St. WBT MN 55110

Date of Birth: 12-26-55

Driver's License Number: K901183636810

I hereby authorize the Town of White Bear and the Ramsey County Sheriff's Department to release criminal history data, as defined by Minnesota Statute 13.87, subd. 1 and driver's license and traffic record data. I understand that some of this data may be classified as private data under Minnesota Statutes and I hereby give my informed consent to the release of that private data. This consent for the release of data is for the purpose of determining my suitability for obtaining a Tobacco License in the Town of White Bear. This information cannot be used for any other purpose.

Applicant Signature: [Signature] Date: 12-10-18

TENNESSEN WARNING: In connection with your request for a tobacco license, the Township has asked that you provide information about yourself which may be classified as private, confidential, nonpublic, or protected nonpublic under the Minnesota Government Data Practices Act. This means that this data is not ordinarily available to the general public. Accordingly, the Township is required to inform you of the following:

1. The purpose and intended use of the information requested is to determine if you are eligible for a license from the Town of White Bear.
2. You are not legally obligated to supply the requested information.
3. The known consequences of supplying the requested information is that the information or further investigation could disclose information which could cause your application to be denied.
4. The known consequences of refusing to supply the requested information is that your request for a license cannot be processed.
5. A criminal charge, arrest, or conviction will not necessarily bar you from obtaining a license with the Township, unless the conviction is related to the matter for which the license is sought, according to Minnesota Statute 364.03. However, failure to reveal the requested criminal information will be considered falsification of the application and may be used as grounds for the denial of the application.
6. Other governmental agencies necessary to process your application are authorized by law to receive the information provided.
7. The Township is required by law to furnish some of this information to the Department of Labor and Industry and the Minnesota Commissioner of Revenue.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice and has received a copy of this notice.

Applicant Signature: [Signature] Date: 12-10-18

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Applicant's Minnesota tax ID number

The Minnesota tax ID must be issued in the same legal name of the licensee below.

FOR MUNICIPAL USE ONLY

License number, Period covered, Date of issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over counter, Through vending machine, Both

Print or type

Licensee's legal name, Business trade name, Complete address of business location, Mailing address, County, State, Zip code, Federal employer ID number, Daytime phone, Other phone number, Fax number, Email address

Business Information

Type of legal organization (check one):

Sole proprietor, Partnership, Other, Minnesota corporation, Out-of-state corporation, Are you registered to do business in Minnesota?

Corporate officers or partners (attach a list if necessary)

Name, Title, Address, City, State, Zip code

Statement of understanding

As a licensed tobacco products or cigarette retailer, I understand that:

- 1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Sign here

Licensee signature, Title, Print name, Date, Daytime phone, Licensing agent's signature, Title, Print name, Date, Daytime phone

License applicant: Submit this form to the licensing authority along with the license application.
Licensing authority: Mail or fax a copy of approved form to: Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Certificate of Compliance Minnesota Workers' Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

LICENSE or CERTIFICATE NO (if applicable)	BUSINESS TELEPHONE NO. <i>651-773-8780</i>	FAX TELEPHONE NO. <i>651-773-8265</i>
BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.) Bald Eagle Investments, LLC		
DBA ("doing business as" or also known as an assumed name) (if applicable) Bald Eagle Quick-Stop		
BUSINESS ADDRESS (must be physical street address, no PO boxes) 5960 Highway 61	CITY White Bear Township	STATE ZIP CODE MN 55110
COUNTY Ramsey	E-MAIL ADDRESS <i>SouthwindAccounting&Consult.net</i>	

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent) <i>West Bend</i>		NAIC Number
POLICY NO. <i>189777004</i>	EFFECTIVE DATE <i>1/1/19</i>	EXPIRATION DATE <i>1/1/20</i>

NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: _____

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

PRINT NAME <i>Larry Allen</i>		
APPLICANT SIGNATURE (required) <i>[Signature]</i>	TITLE <i>Chief Manager</i>	DATE <i>12-10-18</i>

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on a tape.



**Town Board Meeting
December 17, 2018**

Agenda Number: 8T – General Business

Subject: Videographer Contract - Approve

**Documentation: Staff Memo w/ attachments /
Contract**

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Attorney Staff Review & Recommendation Approve the Agreement Between LS Pro (Lisa Senopole) and the Township of White Bear for Videographer Services for the Period of January 1, 2019 through December 31, 2020

** All the Town Attorney's Recommendations & Lisa's Request Have Been Incorporated into the Agreement

Minutes
Town Board Meeting
June 18, 2018

VIDEOGRAPHER SERVICES – APPROVE AGREEMENT WITH LISA SENOPOLE: The Clerk reported that the agreement between Lisa Senopole and the Township is for videographer services providing the same compensation as previous videographers. Lisa currently video tapes the Town Board meetings. The Town Attorney has reviewed the agreement, provided his recommendations and recommends approval of the agreement.

Prudhon moved, based on Town Attorney and Staff review and recommendation to approve the Agreement between LS Pro (Lisa Senopole) and the Township of White Bear for Videographer Services and to authorize execution by the Town Board Chair and Town Clerk noting all of the Attorney recommendations have been incorporated into the Agreement. Kermes seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 11, 2018

SUBJECT: VIDEOGRAPHER CONTRACT

Lisa Senopole, the Town's current videographer has submitted a new contract for the Town's consideration. I have compared the new contract with the current contract and found the following:

Paragraph	Comment
2.	Added a \$75/hour rate if additional training on equipment is needed & if exceeds 3 hours an additional \$25/hour
3.	Raised to \$100/per meeting versus \$25/hour with 3 hour minimum (\$25 increase). Contract duration changed from auto renew to January 1, 2019 through December 31, 2020.
4.	Added mileage reimbursement fee (?) – independent contractor.
5.	Just slightly reworded – same meaning.
	Deleted paragraph 8 of current contract regarding filming of Town sponsored videos, etc.
8.	Added Data Practices language.
9.	Added that she will do her best to communicate technical issues to RW/SCC staff & implement solutions as directed.
11.	Deleted: Violation of these terms is grounds for immediate termination. It is further agreed upon that if this paragraph is violated, and unless waived by the Town, any/all costs associated with re-keying, re-coding the building shall be the responsibility of the videographer.

PSW/s
cc:admin.file
b:videographer

CABLE CASTING
Agreement

AGREEMENT BETWEEN LS PRO (LISA SENOPOLE)
OF WHITE BEAR FOR VIDEOGRAPHER SERVICES

CURRENT

THIS AGREEMENT, made and entered into this 18th of JUNE, 2018, by and between the TOWN WHITE BEAR, Ramsey County, Minnesota, herein referred to as "TOWN," and LS PRO (LISA SENOPOLE), herein referred to as "VIDEOGRAPHER."

WHEREAS, the TOWN desires to contract with a videographer to cablecast and record Town Board meetings, and special meetings as needed;

WHEREAS, the TOWN has cablecast facilities and government access through the Ramsey Washington Suburban Cable Commission (RW/SCC); and

WHEREAS, the VIDEOGRAPHER will provide cablecast and recording services for the TOWN, primarily the Town Board meetings, held on the first and third Monday of each month; it is understood that meeting schedules may change due to Holidays and other conflicts.

WHEREAS, under the terms of this agreement, the VIDEOGRAPHER is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The TOWN shall be responsible for providing and maintaining the equipment and facility. The TOWN is responsible for establishing policies and procedures and meeting schedules. The TOWN shall provide the VIDEOGRAPHER with the next year's meeting schedule each November.
2. The TOWN shall provide training for the VIDEOGRAPHER on equipment.
3. For filming TOWN meetings, VIDEOGRAPHER shall be paid at the rate of \$25 per hour, with a minimum payment of three hours for each scheduled meeting. Meeting's exceeding three hours will be billed at an hourly rate of \$25.00 per hour rounded to the nearest quarter hour. Subject to the provisions of Paragraph 11, it is the intent of the parties of this Agreement that it shall become effective June 18, 2018 and automatically renew on June 18th of each subsequent year for additional one (1) year periods until terminated. The terms of this contract may be renegotiated annually between the TOWN and VIDEOGRAPHER.
4. VIDEOGRAPHER shall submit billing invoices for services rendered, via email, to the TOWN, at least quarterly. The invoice shall list meeting dates, type of meeting, and actual hours worked.
5. VIDEOGRAPHER shall arrive at Heritage Hall, 4200 Otter Lake Road, at least 30 minutes before the start of each scheduled meeting and turn on lighting, connect microphones, connect Elmo document camera, in the meeting room and open the production booth. Food and beverages are not allowed in the production booth. Upon departing, VIDEOGRAPHER shall shut down equipment in the production booth, turn off lights in the production booth, and secure the door to the production booth.
6. VIDEOGRAPHER shall be professional, accommodating, courteous, and timely at all times.
7. The TOWN shall notify the VIDEOGRAPHER, via email, at least three business days in advance for any special broadcast coverage requirements or changes in the meeting schedule. The VIDEOGRAPHER shall notify the TOWN at least three business days in advance in event that VIDEOGRAPHER is not available to film a meeting. VIDEOGRAPHER is expected to respect the confidentiality of all closed meetings. Any communication, including that on social media, of said meetings is not permitted. All closed meetings and special hearings shall be recorded but not cablecast, unless directed differently by town attorney.

8. From time to time, the TOWN may want to contract with the VIDEOGRAPHER to film and edit TOWN sponsored videos, including Public Service Announcements, footage for employee training, etc., and / or to film and edit TOWN sponsored events and programs. The TOWN shall provide the VIDEOGRAPHER with specific details and ample time to prepare such videos. The TOWN shall have final approval prior to videos being broadcast or posted on social media and the TOWN shall own all intellectual material, including but not limited to completed videos resulting from broadcasts which are governed by the terms of this agreement. The TOWN shall be responsible to provide any and all media as well as recording equipment and or cover all costs associated with renting necessary equipment to complete project. The videographer hereby understands and acknowledges that all videos completed by this agreement are governed by the Minnesota Data Practices Act "the Act". Retention, distribution, or destruction of any video shall occur only with written approval of the Town's Data Practice Compliance Officer.
9. VIDEOGRAPHER shall notify the Town Clerk of any changes or issues with AV equipment.
10. The Agreement is to be considered AT WILL and may be terminated by either party at any time. E-mail shall be recognized as an official means of communication alongside, U.S. mailing.
11. If the TOWN provides the VIDEOGRAPHER with any keys, keycards, codes etc., it is understood that the VIDEOGRAPHER shall be prohibited from allowing any non-official person's access to the building for any reason whatsoever. Official persons include, but are not limited to, all town employees, town board members, RW/SCC staff, law enforcement and emergency personal. Violation of these terms is grounds for immediate termination. It is further agreed upon that if this paragraph is violated, and unless waived by the TOWN, any/all costs associated with re-keying, re-coding the building shall be the responsibility of the VIDEOGRAPHER. Upon contract termination, VIDEOGRAPHER shall return all keys, keycards, codes etc. to the TOWN within two business days.
12. The VIDEOGRAPHER and TOWN waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the AT WILL clause.
13. Any notice required by this Agreement shall be sent as follows:

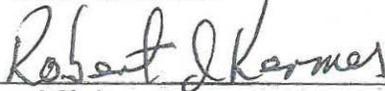
TO TOWN:
 White Bear Township
 1281 Hammond Road
 White Bear Township, MN 55110

TO VIDEOGRAPHER:
 LS PRO (Lisa Senopole)
 2989 Hamlet Avenue North
 Oakdale, MN 55128

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

WHITE BEAR TOWNSHIP

LISA SENOPOLE



 Town Board Chair



 Lisa Senopole



 Town Clerk-Treasurer

6/18/18

 Date

6-18-18

 Date

PROPOSED

AGREEMENT BETWEEN LS PRO (LISA SENOPOLE) AND THE TOWNSHIP OF WHITE BEAR FOR VIDEOGRAPHER SERVICES

THIS AGREEMENT, made and entered into this 1st of January, 2018, by and between the TOWNSHIP of WHITE BEAR, Ramsey County, Minnesota, herein referred to as "TOWN," and LS PRO (LISA SENOPOLE), herein referred to as "VIDEOGRAPHER."

WHEREAS, the TOWN desires to contract with a videographer to cablecast and record Town Board meetings, and special meetings as needed;

WHEREAS, the TOWN has cablecast facilities and government access through the Ramsey Washington Suburban Cable Commission (RW/SCC); and

WHEREAS, the VIDEOGRAPHER will provide cablecast and recording services for the TOWN, primarily the Town Board meetings, held on the first and third Monday of each month; it is understood that meeting schedules may change due to Holidays and other conflicts.

WHEREAS, under the terms of this agreement, the VIDEOGRAPHER is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The TOWN shall be responsible for providing and maintaining the equipment and facility. The TOWN is responsible for establishing policies and procedures and meeting schedules. The TOWN shall provide the VIDEOGRAPHER with the next year's meeting schedule each December.
2. As needed, the TOWN shall provide training for the VIDEOGRAPHER on broadcast equipment. The TOWN shall pay the VIDEOGRAPHER at rate of \$75.00 for all scheduled training. Training exceeding three hours will be billed at an hourly rate of \$25.00 per hour rounded to the nearest quarter hour. NEW
3. For filming TOWN meetings, VIDEOGRAPHER shall be paid at a flat rate of \$100 per meeting. Meeting's exceeding three hours will be billed at an hourly rate of \$25.00 per hour rounded to the nearest quarter hour. Subject to the provisions of Paragraph 11, it is the intent of the parties of this Agreement that it shall become effective January 1, ~~2018~~ and terminate on December 31st 2020. The terms of this contract may be renegotiated annually between the TOWN and VIDEOGRAPHER.
4. VIDEOGRAPHER shall ²⁰¹⁹ submit an invoice to the town clerk after each meeting as a record of hours worked. The invoice shall list meeting dates, type of meeting and actual hours worked. Invoices and original receipts will be submitted to the city for reimbursement. Mileage will be calculated following the Federal Mileage Rate. The TOWN agrees to pay invoice within 30 days of receipt.
5. VIDEOGRAPHER shall arrive at Heritage Hall, 4200 Otter Lake Road, at least 30 minutes before the start of each scheduled meeting to prepare for production. Food and beverages are not allowed in the production booth. Upon departing, VIDEOGRAPHER shall shut down equipment in the production booth, turn off lights in the production booth and secure the door to the production booth.
6. VIDEOGRAPHER shall be professional, accommodating, courteous and timely at all times.
7. The TOWN shall notify the VIDEOGRAPHER, via email, at least three business days in advance for any special broadcast coverage requirements or changes in the meeting schedule. The VIDEOGRAPHER shall notify the TOWN at least three business days in advance in event that VIDEOGRAPHER is not available to film a meeting.

8. VIDEOGRAPHER is expected to respect the confidentiality of all closed meetings. Any communication, including that on social media, of said meetings is not permitted. All closed meetings and special hearings shall be recorded but not cablecast, unless directed differently by TOWN attorney. The VIDEOGRAPHER hereby understands and acknowledges that all videos completed by this agreement are governed by the Minnesota Data Practices Act "the Act". Retention, distribution, or destruction of any video shall occur only with written approval of the Town's Data Practice Compliance Officer.
9. VIDEOGRAPHER shall notify the Town Clerk of any changes or issues with AV equipment. VIDEOGRAPHER will do their best to communicate technical issues to RW/SCC staff and implement solutions as directed.
10. The Agreement is to be considered AT WILL and may be terminated by either party at any time. E-mail shall be recognized as an official means of communication alongside, U.S. mailing.
11. If the TOWN provides the VIDEOGRAPHER with any keys, keycards, codes etc., it is understood that the VIDEOGRAPHER shall be prohibited from allowing any non-official person's access to the building for any reason whatsoever. Official persons include, but are not limited to, all TOWN employees, TOWN board members, RW/SCC staff, law enforcement and emergency personal. Upon contract termination, VIDEOGRAPHER shall return all keys, keycards, codes etc. to the TOWN within two business days.
12. The VIDEOGRAPHER and TOWN waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the AT WILL clause.
13. Any notice required by this Agreement shall be sent as follows:

TO TOWN:
 White Bear Township
 1281 Hammond Road
 White Bear Township, MN 55110

TO VIDEOGRAPHER:
 LS PRO (Lisa Senopole)
 2989 Hamlet Avenue North
 Oakdale, MN 55128

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

WHITE BEAR TOWNSHIP

LISA SENOPOLE

 Town Board Chair

 Lisa Senopole

 Town Clerk-Treasurer

 Date

 Date

Patti Walstad

From: Chad Lemmons <chadlemmons@kellyandlemmons.com>
Sent: Thursday, December 13, 2018 11:36 AM
To: Patti Walstad
Cc: Rachel Nosbush
Subject: RE: Videographer Services Contract

Patti,

I have reviewed the changes.

As to changes 2, 3 and 4 that is up to the town board to decide.

Regarding the re-wording of 5 why did Lisa delete connecting microphones, connecting Elmo document camera, in meeting room and open the production booth. I understand her version does state to prepare for production but that language is rather general and vague whereas the existing language is specific.

I would prefer to keep the present paragraph 5.

Concerning deletion of paragraph 8. That paragraph actually address two separate issues. The first is her agreement to contract with the town to provide additional video services. If Lisa is not interested in that, that is up to the board to decide. As to the second section which deals with the data practices act the proposed section 8 would be satisfactory.

In terms of the proposed section 9 that language is acceptable. All the town can expect is she issues her best efforts to communicate with the RW/SCC staff.

As to proposed change to section 11. There has to be language which gives the town the right to terminate the contract if she violates it. If the town board wants to create a cure period of say 14 days to resolve any breach of the contract on her part. The board can do that. However, there is still must be language which grants the town the right to terminate the contract.

If you have any question please feel free to contact me.

****Please note our office has moved****

Chad D. Lemmons
Attorney at Law

Kelly & Lemmons, P.A.
2350 Wycliff Street; Suite 200
St. Paul, MN 55114
651-224-3781
651-223-8019 (FAX)

Attention: Any tax advice in this message is not intended or written to be used and cannot be used for the purpose of avoiding any federal tax penalties. This message and any attachments are intended only for the named recipient(s), and may contain information that is confidential, privileged, attorney work product, or exempt or protected from disclosure under applicable laws and rules. If you are not the intended recipient(s),

you are notified that the dissemination, distribution, or copying of this message and any attachments is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at either the email address or the telephone number included herein and delete this message and any of its attachments from your computer and/or network. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege, protection, or doctrine. Thank you.

From: Patti Walstad [mailto:Patti.Walstad@whitebeartownship.org]
Sent: Tuesday, December 11, 2018 8:35 AM
To: Chad Lemmons
Cc: Rachel Nosbush
Subject: Videographer Services Contract

Good Morning, the Town's current videographer has submitted a new contract for 2019. I have compared the proposed contract with the current one, please see my notes.

Please review as this will be on next Monday's TB agenda for review & approval.

Thanks, Patti

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

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

Find us on FaceBook!

Patti Walstad

From: DJ PINT <lisasenopole@gmail.com>
Sent: Thursday, December 13, 2018 4:53 PM
To: Patti Walstad
Cc: Pat Christopherson
Subject: Re: Agreement
Attachments: White Bear Township Contract - Videographer Senopole 2019 DRAFT_20181213 .docx

Hello Patti,

It looks good. I have accepted Chads changes back in to the agreement, with one exception. I added the following line back into paragraph 5 "*...to prepare for production,*" This line encompasses preparing and updating graphics, ensuring master control is receiving a good signal, that DVDs are prepared for recording, etc. Essentially, all the other "behind the scenes" stuff.

--

Sincerely,
Lisa Senopole

On Thu, Dec 13, 2018 at 12:16 PM Patti Walstad <Patti.Walstad@whitebeartownship.org> wrote:

Hi Lisa, the Township Attorney has reviewed your Agreement and I have incorporated his suggestions into the Agreement. Please see the attached.

Let me know if you have any questions.

Thanks, Patti

Patti S. Walstad

Patti S. Walstad

Paralegal

White Bear Township

1281 Hammond Road

White Bear Township MN 55110

**Chad's Recommendations & Lisa's Request have been incorporated back
into the Agreement in "Yellow"**

AGREEMENT BETWEEN LS PRO (LISA SENOPOLE) AND THE TOWNSHIP
OF WHITE BEAR FOR VIDEOGRAPHER SERVICES

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4. VIDEOGRAPHER shall submit an invoice to the town clerk after each meeting as a record of hours worked. The invoice shall list meeting dates, type of meeting and actual hours worked. Invoices and original receipts will be submitted to the city for reimbursement. Mileage will be calculated following the Federal Mileage Rate. The TOWN agrees to pay invoice within 30 days of receipt.
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 White Bear Township, MN 55110

TO VIDEOGRAPHER:
 LS PRO (Lisa Senopole)
 2989 Hamlet Avenue North
 Oakdale, MN 55128

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

WHITE BEAR TOWNSHIP

LISA SENOPOLE

 Town Board Chair

 Lisa Senopole

 Town Clerk-Treasurer

 Date

 Date

Formatted: Font: (Default) Times New Roman,
 Expanded by 0.1 pt



Town Board Meeting December 17, 2018

Agenda Number: 8U – General Business

Subject: Town Hall Lease Agreement - Approve

Documentation: Staff Memo w/ attachments /
Lease

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the Lease Between the Town of White Bear & the White Bear Lake Historical Society Relating to the Old Town Hall for the Period of January 1, 2019 through December 31, 2021

Minutes
EDAB Meeting
November 19, 2018

TOWN HALL: 1) FUNDRAISING UPDATE; 2) LEASE AGREEMENT RENEWAL WITH WBLAHS:

The Capital Campaign Fund update was reviewed as follows: Total Income Received: \$ 79,829.00; total outstanding pledges of \$9,600.00 for a total raised of \$89,429.00. A breakdown of the total raised included: 1) 2 - \$15,000 donations; 2) 1 - \$10,000.00 donation; 3) 6 - \$5,000 donations; 4) 4 - \$1,000 donations; 5) 2 - \$500 donations; 6) 1 - \$250 donation; 7) 3 - \$100 donations.

Northern Bedrock Historic Preservation has completed the historically accurate shutters being installed for weather and security protection. The electrical wiring rough-in inspection has been completed; HVAC unit installed; drywall ceiling and walls scheduled for December/January; and the security system will be installed once walls and electrical are complete. Historical markers research and writing are completed; design phase is underway; and the WBLAHS is pursuing \$10,000 MN Legacy Grant request for implementation phase in 2019.

A Site Management Agreement for 2019-2021 was reviewed. The WBLAHS would restore, manage, preserve, use and interpret the site for historical, educational, and other compatible purposes for the fiscal years 2019-2021. The WBLAHS shall be responsible for the operation, maintenance, interpretation, utilities, and other expenses of operating the site, including hiring, training, and supervision of any paid or volunteer staff to fulfill the terms of the Agreement. In general, the WBLAHS

shall administer, develop and maintain the premises with reference to this agreement. The Society may conduct a museum store resale program at the site. All costs associated with conducting a program will be the responsibility of the Society. As consideration for its duties and responsibilities under this Agreement, The Township would pay \$15,000.00 per year to be spent for the operation, maintenance, interpretation, and other expenses for the site. The Society shall maintain full and complete records of the use of these funds. These records, as well as other books, documents, and accounting procedures and practices of the Society relative to the funds, shall be subject to examination by the Town for a period of five years following the expiration or termination of the Agreement. The Society agrees to hold the Town harmless from any claims or charges arising in any way out of the operation of the premises and to reimburse the Town for any and all losses it incurs.

The annual operating budget is as follows:

	<u>WBT</u>	<u>WBLAHS</u>	<u>Total</u>
Personnel	\$ 12,000.00	\$ 15,000.00	\$ 27,000.00
Operating Expense	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00
Donor Events	\$ 1,000.00	\$ 1,500.00	\$ 2,500.00
Marketing	<u>\$</u>	<u>\$ 3,000.00</u>	<u>\$ 3,000.00</u>
Totals	\$ 15,000.00	\$ 23,500.00	\$ 38,500.00

It was noted that the EDAB has reviewed and recommended approval of the agreement and recommended that it be referred to the Town Attorney for review.

Ruzek asked if the Town Hall is a historic building and if it is covered under the Town's insurance policy. WBLAHS maintains coverage on contents within the building and liability coverage for the site with the Town listed as additional insured, but they cannot take out coverage on the building itself as they do not own the structure or site.

Prudhon moved to receive the information provided by the White Bear Lake Area Historical Society and to refer to the Town Attorney for review. Ruzek seconded. Ayes all.

MEMORANDUM

TO: EDA & TOWN BOARD
FROM: PATTI WALSTAD
DATE: DECEMBER 14, 2018

SUBJECT: TOWN HALL LEASE

The White Bear Lake Historical Society is requesting the extension of the Town Hall Lease through 2021.

Pursuant to direction at the November EDA Meeting, the Lease was forwarded to the Town Attorney for review. Chad's review included the addition of the following wording:

The Lessee shall reimburse the Lessor for that portion of the insurance premiums paid by the Lessor which represent insurance on the structure known as the Old Town Hall.

This was added under Section 14, subdivision (d).

Section 7 of the Lease was amended to state that the WBLHS would pay all utility bills during the course of the Lease (they currently do).

PSW/s

Patti Walstad

From: Chad Lemmons <chadlemmons@kellyandlemmons.com>
Sent: Thursday, December 13, 2018 11:42 AM
To: Patti Walstad
Cc: Rachel Nosbush
Subject: RE: Town Hall Lease

Patti,

I have reviewed Sara's email as well as the memorandum attached to the lease.

In terms of maintenance and landscaping to the grounds that is a term that the town board and the Society have to negotiate between them.

Concerning insurance the first paragraph of section 16 requires the town to maintain general public liability insurance for the benefit of itself and the Society.

The second paragraph call for the Society to hold the town harmless. The Society would only be holding the town harmless for those claims not covered by the general public liability insurance policy mentioned in the first paragraph.

As to insuring the structure I understand the Society's point that they cannot insure a structure they do not own. My recommendation would be language under which the Society reimburses the town for that portion of the insurance premiums which represents insuring the old town hall structure.

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

****Please note our office has moved****

Chad D. Lemmons
Attorney at Law

Kelly & Lemmons, P.A.
2350 Wycliff Street; Suite 200
St. Paul, MN 55114
651-224-3781
651-223-8019 (FAX)

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Patti Walstad

From: Sara Hanson <sara@whitebearhistory.org>
Sent: Friday, December 14, 2018 8:58 AM
To: Patti Walstad
Cc: Bill Short
Subject: Re: Town Hall Lease

Sure

The electric and alarm. I don't think there are any others?

Sent from my iPhone

On Dec 14, 2018, at 8:29 AM, Patti Walstad <Patti.Walstad@whitebeartownship.org> wrote:

Sorry to keep bothering you Sara, but is the Historical Society going to continue to pay all of the utility bills for the Town Hall?

Patti

From: Sara Markoe Hanson <sara@whitebearhistory.org>
Sent: Friday, December 14, 2018 7:13 AM
To: Patti Walstad <Patti.Walstad@whitebeartownship.org>
Cc: Bill Short <Bill.Short@whitebeartownship.org>
Subject: RE: Town Hall Lease

And just as clarification - we already pay insurance on the inside of the building/contents as well as include it in our liability coverage. As a non-owner we are not able to specifically carry coverage in our name for the structure itself.

From: Patti Walstad [mailto:Patti.Walstad@whitebeartownship.org]
Sent: Friday, December 14, 2018 6:56 AM
To: Sara Hanson
Cc: Bill Short
Subject: RE: Town Hall Lease

Sara, is the one you have the one that is expiring, if so please send it to me ASAP.

Thanks a bunch.

Patti

From: Sara Hanson <sara@whitebearhistory.org>
Sent: Thursday, December 13, 2018 3:46 PM
To: Patti Walstad <Patti.Walstad@whitebeartownship.org>
Cc: Bill Short <Bill.Short@whitebeartownship.org>
Subject: Re: Town Hall Lease

Hi Patti,

Patti Walstad

From: Rachel Nosbush <rnosbush@kellyandlemmons.com>
Sent: Thursday, December 13, 2018 2:06 PM
To: Patti Walstad
Subject: RE: Town Hall Lease

Patti,

Insurance wording.

The Society shall reimburse the Town for that portion of the insurance premiums paid by the Town which represent insurance on the structure known as the "Old Town Hall".

****Please note our office has moved****

Rachel Nosbush
Legal Assistant to
Attorney Chad D. Lemmons

Kelly & Lemmons, P.A.
2350 Wycliff Street; Suite 200
St. Paul, MN 55114
651-361-8309 (Direct)
651-224-3781 (Main)
651-223-8019 (Fax)

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From: Patti Walstad [mailto:Patti.Walstad@whitebeartownship.org]
Sent: Thursday, December 13, 2018 2:00 PM
To: Rachel Nosbush
Subject: RE: Town Hall Lease

OK, thanks I thought you guys prepared it that's why I asked. Can you give me the wording that Chad said we should add about the insurance stuff in paragraph 14. I can insert it into the Agreement then.

Patti

From: Rachel Nosbush <rnosbush@kellyandlemmons.com>
Sent: Thursday, December 13, 2018 1:56 PM
To: Patti Walstad <Patti.Walstad@whitebeartownship.org>; Chad Lemmons <chadlemmons@kellyandlemmons.com>
Subject: RE: Town Hall Lease

LEASE

THIS LEASE is made as of January 1, 2019 (Commencement Date) between Town of White Bear, a Minnesota political subdivision ("Lessor") whose address is 1281 Hammond Road, White Bear Lake, MN 55110, and White Bear Lake Area Historical Society ("Lessee").

1. Lease of Premises:

Lessor, for and in consideration of the rents herein reserved and of the covenants and agreement herein contained on the part of Lessee to be kept, observed and performed by this Lease, does lease to Lessee Old Town Hall which is located on the property presently owned by the Lessor and adjacent to existing Town Offices located at 1281 Hammond Road, White Bear Lake, MN 55110, the exact location of said Old Town Hall is more particularly described on Exhibit A attached hereto and made a part hereof, and the improvements situated thereon (the "Leased Premises"); and Lessee does hereby take and hire the Leased Premises from Lessor, subject to all title matters of public record, and upon and subject to the conditions herein set forth for the term of years hereinafter specified.

2. Title and Condition:

Lessee accepts the Leased Premises in their present state and condition.

3. Quiet Enjoyment:

If and so long as Lessee shall pay the Rent whenever the same shall become due, and keep all of the covenants and agreements required by it to be kept during this Lease, and shall perform all of its other obligations hereunder, Lessee shall have, hold and enjoy peaceful and quiet occupation and enjoyment of the Leased Premises, except as in this Lease otherwise provided. Any failure by Lessor to comply with the foregoing covenant during the term of this Lease shall not give Lessee any right to abate, reduce or make deduction from or offset against, the Rent payable under this Lease, or to fail to perform any other obligation of Lessee hereunder, but nothing herein shall prevent Lessee from obtaining injunctive relief or any other judicial remedy against Lessor or from cancelling or terminating this Lease, in which event Lessee shall have no further liability hereunder.

4. Use of Leased Premises:

(a) Subject to the terms of this Lease, Lessee shall use and occupy the Leased Premises for the purpose of maintaining and properly caring for the Leased Premises' historical interiors, collections, furnishings, artifacts and objects, whether on display or in storage at the Leased Premises; maintain the Leased Premises; maintaining an interpretive program according to guidelines established and agreed to by Lessor and Lessee in writing; and promoting the Leased Premises according to guidelines established and agreed to by Lessor and Lessee in writing. Lessee shall not use or permit upon the Leased Premises anything that would invalidate any policy of insurance now or hereafter insuring the Leased Premises or

that would increase the rate of insurance on the Leased Premises. Lessee shall not use or permit upon the Leased Premises anything that might be dangerous to life or limb. Lessee shall not, in any manner, deface or injure the Leased Premises or any part thereof, or overload the floors of the Leased Premises. Lessee shall not do anything or permit anything to be done upon the Leased Premises which in any way would tend to create a nuisance or would tend to disturb occupants of neighboring property or would tend to damage the Leased Premises.

(b) Lessee shall not use or occupy the Leased Premises or permit the Leased Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in a manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements or cause the value or usefulness of the Leased Premises or any part thereof to diminish in any material respect, or which would constitute a public or private nuisance or waste.

(c) Lessee shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exemptions and nonconforming uses), privileges, franchises and concessions which are now applicable to the Leased Premises, if any, or which have been granted to or contracted for by Lessee or Lessor in connection with any existing or presently contemplated use of the Leased Premises, if any.

(d) Lessee shall at its sole cost and expense, procure any and all necessary permits, certificates, licenses or other authorizations required for its use of the Leased Premises. If the owner of the Leased Premises is required by law to join in any such application, Lessor shall allow any applications for such permits, certificates or other authorizations to be made in Lessor's name and shall execute any documents required in connection with such applications promptly on request and shall otherwise cooperate fully with Lessee in connection with such applications.

(e) Lessor reserves the right to conduct one regular Town Board Meeting at the Leased Premises. Lessor shall provide Lessee with written notice of the date of said Town Board Meeting as soon as the date is determined.

5. Rent:

(a) Lessee covenants to pay to Lessor, at Lessor's address set forth above or at such place or to such person as Lessor from time to time may designate in writing, in such coin or currency of the United States as shall at the time of payment be legal tender for the payment of public or private debts, as annual rent (the "Rent") for the Leased Premises during the initial term of this Lease, the sum of One and 00/100 Dollars (\$1.00) annually, payable on the Anniversary Date of this Lease.

(b) Lease shall commence on January 1, 2019 and shall terminate on December 31, 2021.

6. Non-Terminability:

(a) The Rent shall be paid without notice or demand, and without setoff, counterclaim, abatement, suspension, deduction or defense.

(b) Except as otherwise expressly provided in Paragraphs 3, 13 and 15 herein, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of any damage to or the destruction of all or any part of the Leased Premises from whatever cause, the taking of the Leased Premises or any portion thereof by condemnation or otherwise, or the prohibition, limitation or restriction of Lessee's use of the Leased Premises, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Rent shall continue to be payable in all events and the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease.

(c) Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that Lessee will not take any action to terminate or rescind this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor in any such proceeding.

7. Taxes and Other Charges:

(a) Lessee agrees to pay and discharge, as additional rent, punctually as and when the same shall become due and payable, each and every cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which Lessee is or shall become liable by reason of its estate or interest in the Leased Premises or any portion thereof, by reason of any right or interest of Lessee in or under this Lease, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, repair, use or occupancy of the Leased Premises.

(b) To the extent utilities are separately metered to the Lease Premises, the Lessee will pay or cause to be paid when due all charges for gas, water, sewer, electricity, maintenance service charge, light, heat, power, telephone, trash removal, and other utilities and services used, rendered or supplied to, upon or in connection with the Leased Premises, and will pay, and protect, defend and indemnify Lessor from and against, any liability or damages on such account. Notwithstanding the above language it is hereby agreed that ~~Lessor~~ Lessee shall pay for all utility bills due in the year 2019 and the Lessee shall be responsible for all utility bills due in the year 2018. If this Lease is extended Lessor and Lessee shall negotiate the responsibility for payment of utility charges incurred in the year 2019. Lessee agrees that Lessor is not, nor shall it be, required to furnish to Lessee or any other occupant of the Leased Premises any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind. To the extent utilities are not separately metered the Lessor shall ~~in the year 2018~~ provide Lessee with monthly invoices setting forth Lessee's share of utility expenses.

(c) It is expressly understood and agreed that Lessee shall be responsible for any state or federal income tax, profits tax, or sales tax generated by sales conducted by the Lessee upon the Leased Premises.

(d) Lessee covenants to furnish to Lessor, promptly after payment thereof, proof of the payment of any utility or communication charge, which is payable by Lessee as provided in this Paragraph (7).

(e) Upon expiration or earlier termination of this Lease (except for the termination hereof pursuant to the provisions of Paragraph (17) real estate taxes, assessments and other charges which shall be levied, assessed or become due upon the Leased Premises and are payable in the year of such expiration or termination or any portion thereof shall be prorated to the date of such expiration or earlier termination.

(f) In default of the payment by Lessee of any of the governmental, utility or other charges described in this Paragraph (7) for twenty-one (21) calendar days after such charges shall have become payable as provided in this Lease, Lessor may pay the same, and the amount so paid with interest thereon at the Default Rate, shall be deemed additional rent payable by Lessee to Lessor under the provisions of this Lease, and shall on demand be forthwith paid by Lessee to Lessor, but it is expressly understood that payment by Lessor of any such charges shall not be deemed to waive or release the default in the payment thereof by Lessee, or the right of Lessor, at Lessor's election, to recover possession of the Leased Premises by reason of such default as herein provided.

8. Compliance with Law:

Lessee shall at its sole cost and expense comply with all federal, state, county, municipal and other statutes, charters, laws, rules, orders, regulations and ordinances affecting the Leased Premises and the occupancy, operation or use thereof, (other than those which require the making of any structural changes) whether or not any such statutes, charters, laws, rules, orders, regulations and ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, unless exempted therefrom by a "grandfather" clause or similar law, and with all results, orders and regulations of the state fire marshal or fire insurance rating bureau or other similar organization for the prevention of fire or the correction of hazardous conditions caused or created by Lessee. Lessee shall comply with the requirements of all policies of public liability, fire and other insurance at anytime in force with respect to the Leased Premises.

9. Liens

Subject to Paragraph (12) herein, Lessee will not create or permit to be created or to remain, and will discharge any lien, encumbrance or charge (other than a lien, encumbrance or charge crated by lessor) upon the Leased Premises or any part thereof or upon Lessee's leasehold interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof shall not constitute a violation of this Paragraph (9) if payments not yet due and payable under the contract in question. Nothing contained in this Lease shall be construed as constituting the Consent or request of

Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for performance of any labor or services or the furnishing of any materials for any improvement, alteration, addition or repair of or to the Leased Premises or any part thereof.

10. Indemnification:

To the fullest extent permitted by law, Lessee agrees to pay, and to protect, indemnify and save harmless Lessor from and against, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Lessee and any and all attorneys' fees and expenses of Lessor), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (i) any work or thing done during the term of this Lease in, on or about the Leased Premises or any part thereof, (ii) injury to, or the death of, persons or damage to property during the term of this Lease on the Leased Premises or upon adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways, or in any manner growing out of or connected with the use, non-use, conditions (other than structural conditions and other conditions pre-existing the date of this Lease), possession, operation, maintenance, management or occupation of the Leased Premises or resulting from the condition thereof or of adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways, (iii) any negligence on the part of Lessee or any of its agents, contractors, servants, employees, licensees or invitees and (iv) violation of any agreement or condition of this Lease and of conditions, agreements, restrictions, statutes, charters, laws, rules, ordinances or regulations affecting the Leased Premises or the ownership, occupancy or use thereof.

11. Maintenance and Repair:

(a) To assist the Lessee in its duties and responsibilities under this Lease the Lessor shall pay to the Lessee the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) to spend for the maintenance, interpretation, promotion and repair expenses for the Leased Premises. Lessee accepts the Leased Premises in "AS IS" condition. Lessee's taking possession of the Leased Premises constitutes its acknowledgment that Lessee has received the Leased Premises and the improvements thereon in good order and condition and, with no warranties expressed or implied, concerning the fitness of the Leased Premises for the Lessee's proposed use. At Lessee's sole cost and expense, Lessee will keep and maintain the Leased Premises, including any altered, rebuilt, additional or substituted improvements, in good repair and appearance during the term of this Lease, ordinary wear and tear excepted, and unless this Lease shall be terminated pursuant to Paragraphs (13) and (15) of this Lease, Lessee will with reasonable promptness make all non-structural changes and repairs of every kind and nature, which may be required to be made for any reason upon or in connection with the Leased Premises. All repairs made by Lessee shall be at least equal to the original work in class and quality. Lessor shall not be required to repair or rebuild, or make any repairs, replacements or renewals of any nature or description to the Leased Premises, whether ordinary or extraordinary, or to maintain the Leased Premises in any way, and Lessee hereby expressly waives the right to make repairs at the expense of Lessor as provided for in any statute or law in effect at the time of the execution of this Lease or any other statute or law which may be hereafter enacted.

(b) Lessee shall put, keep and maintain all portions of the Leased Premises and the sidewalks,

curbs and passageways adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

(c) If Lessee fails to comply with the provisions of this Paragraph (11), Lessor may give Lessee written notice of such failure to comply, specifying the maintenance or repairs to be made by Lessee. If the maintenance or repairs are not completed by Lessee within thirty (30) days after said notice, Lessor may have the work done at Lessee's expense, and the cost thereof shall become additional rent due hereunder payable by Lessee to Lessor upon written demand from Lessor; provided, however, that if any strike, war, governmental regulation, act of God, or other cause beyond Lessee's reasonable control (except for payments to be made by Lessee) delays Lessee's completion of the maintenance or repairs, said thirty (30) day period shall be extended by the length of the delay if Lessee gives Lessor written notice within said thirty (30) day period of the cause of the delay and the cause of the delay in part exists.

12. Alterations and Additions:

(a) Lessee may, at any time and from time to time during the term of this Lease and at its sole cost and expense, make alterations of, substitutions and replacements of non-structural interior improvements, provided, however, that (i) the total market value of the Leased Premises shall not be lessened by reason of any such alteration, addition, substitution or replacement (ii) any of the foregoing actions shall be done in good and workmanlike manner, (iii) all such additions, alterations, substitutions and replacements shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto, and (iv) if Lessee estimates that any such addition, alteration, substitution or replacement will cost more than \$1,000.00 Lessee shall give to Lessor notice of its intention to undertake the same and shall obtain Lessor's prior written approval of the plans and specifications. In the event Lessor has not responded to Lessee's request for approval hereunder within twenty (20) days after the date of Lessee's request, Lessor shall be presumed to have given approval. Any denial of approval by Lessor shall be in writing and shall state the reason(s) for denial. Approval shall not be unreasonably withheld. All work done in connection with said additions, alterations, substitutions or replacements shall be done in accordance with applicable statutes, ordinances, orders, rules and regulations. Title to all alterations, additions, installments, changes and improvements made by Lessee, except trade fixtures, shall become the property of Lessor at the termination of this Lease. General public liability insurance for the benefit of Lessor and of Lessee, as their interest may appear, with the coverage described in the Insurance Requirements set forth in Exhibit B hereto, shall be maintained by Lessee at all times when any work is in process in connection with any such additions, alterations, substitutions, replacements or removals. Lessee shall discharge any and all liens filed against the Leased Premises, and any improvements thereon arising out of such additions, alterations, substitutions, replacements or removals, and upon the request of Lessor shall deposit with Lessor a surety bond or other security satisfactory to Lessor to assure the completion of any such additions, alterations, substitutions, replacements or removals. Lessee shall procure and pay for all required permits, certificates and licenses in connection with such additions, alterations, substitutions, replacements or removals.

(b) Lessee shall not make changes to the Leased Premises which may be seen from outside the Leased Premises, or make any other changes or improvements to the Leased Premises, without Lessor's

prior written consent. Lessee may, however, erect signs or advertising media which conform to applicable ordinances and regulations.

13. Condemnation:

If the whole of the Leased Premises is taken under power of eminent domain or is sold to any entity having the power of eminent domain under threat of condemnation, this Lease shall terminate on the day on which the condemnor or buyer takes possession thereof. In the event of such a taking or sale of only a part of the Leased Premises which in the judgment of Lessor shall substantially interfere with Lessee's use or occupancy thereof Lessor may terminate this Lease by giving Lessee written notice thereof not more than ten (10) days after the condemnor or buyer takes possession of the part taken or sold. If the condemnor takes more than 33% of the building improvements, which taking in the judgment of the Lessee substantially interferes with Lessee's use or occupancy thereof, Lessee may terminate this Lease by giving Lessor written notice thereof not more than ten (10) days after the condemnor or buyer takes possession of the part taken or sold. If in case of such a partial taking or sale of 33% or less of the building improvements, and Lessor does not cause the Lease to be terminated, then on the day on which the condemnor or buyer takes possession of the part taken or sold, the Rent thereafter accruing shall be reduced by the same percentage as the percentage of the improvements on the Leased Premises so taken or sold, and Lessor shall, to the extent practicable, restore the remaining Leased Premises to their condition prior to such partial taking or sale, anything elsewhere in this Lease regarding repair or replacement to the contrary notwithstanding. Lessee shall not be entitled to any part of the award made or sales price received for such taking or sale of all or any part of the Leased Premises and will assign, and does hereby assign, any and all award or sale price received for such taking or sale and will execute any assignments or other documents necessary to affect the transfer of such award or sales price to Lessor; provided, however, Lessee shall be entitled to receive such relocation expenses as Lessee may be entitled to receive under applicable Minnesota Statutes.

14. Insurance:

(a) Unless Lessor maintains an insurance policy on the Leased Premises, Lessee shall keep the Leased Premises insured continuously during the term of this Lease by the kinds of insurance described in, and with coverage in amounts not less than those specified in, the Insurance Requirements set forth in Exhibit B hereto, which insurance shall be written by companies of recognized standing which are authorized to do business in the State of Minnesota, and naming as the insured parties thereunder. Lessor and Lessee, and if required by Lessor any owner and holder of a mortgage on the Leased Premises, as their respective interests may appear. Every such policy shall contain to the extent obtainable, an agreement by the insurer that it will not cancel such policy except upon thirty (30) days' prior written notice to Lessor and to any mortgagee and that any loss otherwise payable thereunder shall be payable notwithstanding any act of negligence of Lessor Lessee which might, absent such agreement, result in a forfeiture of all or part of such insurance payment. Lessee shall deliver to Lessor promptly after the execution and delivery of this Lease original policies or duplicates thereof, or delivery of this Lease original policies or duplicates thereof, or certificates or binder evidencing such insurance, and Lessee shall deliver to Lessor, at least twenty (20) days prior to the expiration of any such insurance, additional policies or duplicates thereof, or

certificates or binders evidencing the renewal of such insurance and the payment of the premiums thereof.

(b) On each anniversary of the Commencement Date of this Lease, Lessee shall deliver to Lessor a certificate of Lessee, dated such date, to the effect that there is then in force all such insurance which is then required to be maintained by Lessee. Should Lessee fail to effect, maintain, or renew any kind of insurance herein before provided for in the required amount, or to pay the premium therefore, or to deliver to Lessor any of such policies or certificates then and in any of said events Lessor, at its option, but without obligation to do so, may procure such insurance, and any sums expended by it to procure any such insurance shall be deemed additional rent payable by Lessee and shall on demand be forthwith paid by Lessee to Lessor, but it is expressly understood that procurement by Lessor of any such insurance shall not be deemed to waive or release the default of Lessee, or the right of Lessor, at Lessor's option, to recover possession of the Leased Premises by reason of such default as herein provided. Lessee covenants and agrees to pay to Lessor any and all damages which Lessor may have sustained by reason of the failure of Lessee to obtain and maintain such insurance, it being expressly declared that the damages of Lessor shall not be limited to the amount of premiums thereon.

(c) If Lessor does maintain an insurance policy on the Leased Premises all premiums shall be an additional charge. Lessee shall reimburse Lessor the total premium due upon receipt of premium invoice from Lessor.

(d) Lessee shall reimburse the Lessor for that portion of the insurance premiums paid by the Lessor which represent insurance on the structure known as the Old Town Hall.

15. Fire and Casualty Loss:

(a) If the Leased Premises, or any part thereof, are damaged or destroyed by fire or any casualty covered by the insurance required under the provisions of Paragraph 14 herein, all insurance proceeds from said insurance shall be the property of Lessor (except insurance proceeds for Lessee's fixtures and personal property which proceeds shall belong to Lessee), and, subject to Subparagraphs (b) and (c) of this Paragraph (15) and the terms of any mortgage on the Leased Premises, Lessor shall repair the Leased Premises as soon as reasonably possible and this Lease shall continue in full force and effect. Lessor shall have no obligation to repair or replace any of the Lessee's fixtures, personal property or leasehold improvements. Lessor shall in good faith proceed with and consummate the settlement of the insurance claim. Pending repair or restoration, rent shall be abated following such damage or destruction in proportion of the interference with Lessee's use of the Leased Premises. If the Leased Premises shall be so slightly injured that no part thereof is rendered unfit for occupancy, then Lessor shall repair the same with reasonable promptness, and in that case, the rent shall not be abated during such repair period.

(b) Notwithstanding anything to the contrary herein, if the damage or destruction described in this Paragraph 15 occurs within six (6) months of the end of the term of this Lease and more than thirty-three percent (33%) of the building improvements on the Leased Premises are damaged or destroyed, this Lease shall automatically terminate. If more than thirty-three percent (33%) of the building improvements on the Leased Premises are damaged or destroyed prior to the period six (6) months before the end of the term of this Lease, which damage in the judgment of Lessee shall substantially interfere with Lessee's use or occupancy thereof, Lessee may terminate this Lease by giving Lessor written notice thereof not more than ten (10) days after the damage has occurred. If Lessee does not cause this Lease to be terminated as

above contemplated, Lessor shall have the option to terminate this Lease or repair the building in accordance with Subparagraph (a) of this Paragraph (15), which option shall be exercised by written notice to Lessee within forty-five (45) days after the damage if Lessor elects to terminate this Lease. In the event of termination under this Paragraph (15), all advance rent paid to Lessor, which has not accrued prior to termination, shall be refunded to Lessee.

(c) Subject to the foregoing provisions of this Paragraph (15), including those relating to rent abatement, if at any time during the term hereof the Leased Premises are damaged, and such damage was caused by a casualty not covered under an insurance policy required to be maintained pursuant to Paragraph 14, and if the damage in the judgment of Lessee shall substantially interfere with Lessee's use or occupancy of the Leased Premises, Lessee may terminate this Lease by giving Lessor written notice thereof not more than ten (10) days after the damage has occurred. If Lessee does not cause this Lease to be terminated as above contemplated, Lessor may, at Lessor's option, either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event, this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's sole expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within such ten (10) day period, this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

16. Assignment and Subletting:

Lessee shall not assign or in any manner transfer or encumber this Lease or the Leased Premises or any interest therein, nor sublet the Leased Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it, nor assign its renewal options, without the previous written consent of Lessor. Consent by Lessor to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate as a waiver of Lessor's rights under this Paragraph (16) to any subsequent assignment or subletting. No assignment or subletting shall release Lessee or any guarantor of this Lease of any of its obligations under this Lease or be construed or taken as a waiver of any of Lessor's rights or remedies hereunder.

17. Events of Default:

(a) Any of the following occurrences or acts shall constitute an event of default under this Lease: (i) if Lessee, at any time during the term of this Lease (and regardless of the pendency of any bankruptcy, receivership, insolvency or other proceedings at law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Lessee from complying with the terms of this Lease), shall (A) fail to make payment of any installment of Rent or additional rent when due or (B) fail to observe or perform any of Lessee's other covenants, agreements or obligations hereunder, and if any such

non-monetary default shall not be cured within forty-five (45) calendar days after Lessor shall have given to Lessee notice specifying such default or defaults, or (ii) if Lessee shall file a petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Lessee as a bankrupt shall not be discharged or denied within sixty (60) calendar days after the date of filing thereof or (iii) if a petition or answer proposing the adjudication of Lessee as a bankrupt shall not be discharged or denied within sixty (60) calendar days after the date of filing thereof or (iv) if a receiver, trustee or liquidator of Lessee or of all or substantially all of the property of Lessee or of the Leased Premises shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Lessee and if such receiver, trustee or liquidator shall not be discharged within sixty (60) calendar days after such appointment, or (v) if the Leased Premises shall have been abandoned, or left unoccupied for one hundred eighty (180) calendar days. Notwithstanding the foregoing provisions of this Paragraph (17), if any strike, war, governmental regulation, act of God, or other cause beyond Lessee's reasonable control (except for payments to be made by Lessee) delays the curing of any event of default referred to in clause (B) of this Paragraph (17)(a), the fifteen (15) day period after notice of such default shall be extended by the length of such delay, if such cause exists and if Lessee gives Lessor written notice within said fifteen (15) day period of the cause of the delay.

(b) If any event of default shall have happened and be continuing, Lessor shall have the right at its election then or at any time thereafter while any such event of default shall continue, to give Lessee notice of Lessor's intention to terminate the term of this Lease on a date specified in such notice, and on the date specified in any such notice all right, title and interest of Lessee thereunder shall thereupon expire as fully and completely as if the date specified in such notice were the date specifically fixed herein for the expiration of the term of this Lease, and Lessee shall then peaceably and quietly quit the Leased Premises and surrender the same to Lessor, but Lessee shall remain liable as hereafter provided. In the event any such notice is given, Lessor shall have the immediate right of reentry and possession of the Leased Premises and the right to remove all persons and property therefrom. Should Lessor be entitled to reenter as herein provided or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may from time to time re-let the Leased Premises or any part thereof for such term or terms and such rental or rentals and upon such terms and conditions as Lessor may deem advisable, with the right to make alterations in and repairs to the Leased Premises.

(c) If Lessor shall reenter and obtain possession of the Leased Premises by reason of or following an event of default, whether or not this Lease shall have terminated, Lessor shall have the right, without notice, to repair or alter the Leased Premises in such manner as Lessor may deem necessary or advisable so as to put the Leased Premises in good order and to make the same rentable, and shall have the right, at Lessor's option, to re-let the Leased Premises or any part thereof, and Lessee agrees to pay to Lessor on demand all expenses incurred by Lessor in obtaining possession, and in altering, repairing and putting the Leased Premises in good order and condition and in re-letting the same, including fees of attorneys, architects and other experts, and also any other legitimate expenses or commissions and Lessee further agrees to pay to Lessor upon the first day of each month in each year following such reentry until the end of the term of this Lease the sums of money which would have been payable to Lessee as Rent and

additional rent hereunder if Lessor had not reentered and resumed possession of the Leased Premises, deduction only the net amount of rent if any, which Lessor shall actually receive in the meantime from and by re-letting of the Leased Premises or the reasonable rental value thereof if occupied by lessor, and Lessee hereby agrees to be and remain liable for all sums aforesaid, as well as for any deficiency aforesaid, and Lessor shall have, from time to time, the right to begin and maintain successive actions or other legal proceedings against Lessee for the recovery of such deficiency or damages or for a sum equal to any installment or installments of Rent, additional rent and any other sums payable hereunder, and to recover the same upon the liability of Lessee herein provided, which liability it is expressly covenanted shall survive the issuance of any action to secure possession of the Leased Premises. Nothing herein contained shall be deemed to require Lessor to wait to begin such action or other legal proceedings until the date when this Lease would have experienced by limitation and there been no such default by Lessee.

(d) If under any of the preceding provisions of this Paragraph (17) Lessor shall be entitled to give Lessee a notice of termination of the term of this Lease, Lessor without giving such notice of termination and notwithstanding the continuance of the term of this Lease shall have, to the extent permitted by law, all the rights, powers and remedies given Lessor by the preceding provisions of this Paragraph (17), and Lessee shall have the obligations imposed upon it by such provisions.

(e) No such reentry or taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate the term of this Lease unless a notice of such intention be given to Lessee or unless the termination hereof be decreed by a court of competent jurisdiction.

18. Additional Rights of Lessor:

(a) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any right or remedy, and each and every right and remedy of Lessor shall be cumulative and in addition to any other right or remedy given Lessor hereunder, or now or hereafter existing at law or in equity or by statute. The failure of Lessor to insist at any time upon Lessee's strict performance of any of the covenants or agreements contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. A receipt by Lessor of any Rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. In addition to the other remedies provided by this Lease, Lessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease and to any other remedy allowed to Lessor at law or in equity.

(b) Lessee hereby waives for itself and all those claiming under it, any rights which it may have under any present or future constitution, statute or rule of law (i) to redeem the Leased Premises after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or (ii) which exempts property from liability for debt or for distress for rent.

(c) If Lessee shall be in default in the performance of any of its obligations under this Lease, and regardless of whether an action shall be brought for the enforcement thereof Lessee shall pay to Lessor all expenses incurred by Lessor in connection therewith, including Lessor's attorneys' fees.

19. Notices, Demands and Other Instruments:

All notices, demands, requests, consents, approvals, undertakings and other instruments required or permitted to be given pursuant to the terms herein shall be in writing and shall be deemed to have been properly given (a) when served personally upon the party to whom the notice is addressed or (b) when sent by certified United States mail, postage prepaid, return receipt requested, addressed to such party at its address first above set forth. Lessor and Lessee shall, from time to time, have the right to specify as the proper address for the purpose of this Lease any other address in the United States upon giving ten (10) days notice thereof to the other party.

20. Estoppel Certificates:

Either party, at any time and from time to time upon not less than ten (10) days prior written request by the other, will execute, acknowledge and deliver a statement certifying that this Lease is unmodified and in full force and effect and the dates to which the Rent and additional rent and other charges have been paid, stating whether or not the other party is in default in the performance of any covenant, condition or provision of this Lease, and if so, specifying each such default of which the party so certifying may have knowledge, and certifying to such other matters concerning this Lease and the Leased Premises as the other party may request.

21. Surrender:

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably and quietly leave, yield up and surrender the Leased Premises to Lessor in the same condition in which the Leased Premises were received from Lessor at the commencement of the term of this Lease, ordinary wear and tear excepted, but clean, orderly and free of occupants. Lessee shall remove from the Leased Premises prior to such expiration or sooner termination of all property situated thereon which is not owned by Lessor, and Lessee shall, at its sole cost and expense, repair any damage caused by such removal. Property not so removed shall become the property of Lessor, which may thereafter cause such property to be removed from the Leased Premises and disposed of, but the cost of any such removal shall be borne by Lessee.

22. Severability:

Each and every covenant and agreement contained in this Lease shall be for all purposes construed to be a separate and independent covenant and agreement and the breach of any covenant or agreement contained herein by Lessor shall in no way or manner discharge or relieve Lessee from Lessee's obligation to perform each and every covenant and agreement contained herein. If any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

23. Binding Effect:

All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto to the same extent as if each such successor and assign are in each case named as party to this Lease. This Lease may not be changed, modified, or discharged except by a writing signed by Lessor or Lessee.

24. Heading and Terms:

The headings to the various Paragraphs of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions herein. The term "person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination, organization or any other person or entity.

25. Right to Inspection:

Lessor and Lessor's agents shall have the right to enter the Leased Premises at any and all reasonable time during the term of this Lease for the purpose of inspecting and repairing the Leased Premises or for the purpose of showing them to prospective purchasers or tenants, and to display rental (during the last six (6) months of the term hereof) and "For Sale" signs on the Leased Premises. The foregoing provision does not, and shall not be construed so as to, impose liability on Lessor to inspect or repair the Leased Premises.

26. Subordination:

Lessee agrees, upon written demand by Lessor and by the mortgagee under any then existing mortgage on the fee in the Leased Premises to execute such instruments as may be required at any time and from time to time to subordinate the rights and interest of Lessee under this Lease to the lien of any such mortgage; provided that any such mortgagee agrees in writing that such mortgagee will not, in enforcing its rights thereunder, disturb Lessee's possession and right of use under this Lease in and to the Leased Premises unless and until an event of default occurs pursuant to the terms of this Lease. Lessee further agrees that if requested by any such mortgagee it will agree, in writing, that no action taken by such mortgagee to enforce its mortgage by reason of default hereunder shall terminate the Lease or invalidate any of the terms herein.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first hereinabove written.

EXHIBIT B

(a) Insurance against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement and the risks of vandalism, malicious mischief in an amount of not less than full replacement cost, and in no event less than \$300,000.00, of all buildings and improvements constituting a part of the Leased Premises, and all Lessee's leasehold improvements, fixtures and personal property.

(b) General public liability insurance in a single limit of not less than \$1,000,000.00 for injury or death to any one person, for injury or death for any number of persons in any one occurrence, and for damage to property, such insurance to cover the Leased Premises and all public areas therein, and all streets, alleys and sidewalks adjacent thereto.

(c) Boiler and machinery insurance on all steam boilers and pressure boilers, if any, and on such other apparatus as Lessor may deem necessary to be covered by such insurance in such amounts as in such forms of policies as may, from time to time, be reasonably required by Lessor.

(d) General liability insurance provided by all contractors and sub-contractors involved in performing work on the property. Worker's compensation insurance covering all persons employed in connection with any work done on or about the Leased Premises and with respect to which death or bodily injury claims could be asserted against the Lessor or the Leased Premises.

(e) Such other insurance and in such amounts as may, from time to time, be reasonably required by Lessor or by any first mortgagee of the Leased Premises against other insurable hazards which, at the time, are normally insured against in the case of premises similarly situated.

(f) Rental insurance in an amount sufficient to cover all Rent and additional rent due hereunder for a one-year period, if the same is required by a present or future mortgagee holding a mortgage on the Leased Premises or any part thereof.

The burden of proving any insurance requirement of Lessor or a mortgagee unreasonable shall be upon the Lessee, and until any such requirement has been determined to be unreasonable in proceedings before the Ramsey County District Court, such requirement shall be complied with by Lessee.

EXHIBIT C



**Town Board Meeting
December 17, 2018**

Agenda Number: 9 – 10- 11 - 12

Subject: Added Agenda Items
Open Time

Receipt of Agenda Materials & Supplements
Adjournment

Action / Motion for Consideration:

Added Agenda Items
Open Time

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