



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

AGENDA EXECUTIVE MEETING MARCH 29, 2019

Board of Supervisors
ED M. PRUDHON, *Chair*
STEVEN A. RUZEK
SCOTT E. MCCUNE

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

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

1. **11:00 a.m.** Call Meeting to Order at Administrative Office Conference Room, 1281 Hammond Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of February 22, 2019 Minutes (Additions/Deletions).
4. DNR Groundwater Management – Update.
5. Water Meters – Update.
6. I & I – Update.

11:30 - Kyle Axtell, RCWD Presentation

7. MDH Water Discussion.
8. Southwind Holdings LLC, 5960 Highway 61 SAC Determination Request.
9. The Stable of White Bear Township – Update.
10. 2019 Deer Survey – Receive.
11. Real Property Fire Loss Escrow Account Continued Participation.
12. Pavement Management Program – Update.

1:30 - GIS Implementation Presentation - Larry Poppler, Allison Johnson & Dan Nesler of TKDA

13. Tobacco Regulations:
 - a. Educational Tobacco Compliance Checks Funding
 - b. Ordinance Amendments
14. Public Works Director Report.
15. Code Enforcement Officer / Building Inspector Items.
16. Clerk-Treasurer Report.
 - a. Hiring of Two Part-Time Administrative Interns
 - b. Administrative Office Upgrades - Update
 - c. LGA / Urban Township Discussion

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

17. Open Time.
18. Added Agenda Items.
19. Receipt of Agenda Materials/Supplements.
20. 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 Executive Meeting
March 29, 2019**

Agenda Number:

1 – 2 - 3

Subject:

Approval of March 29, 2019 Agenda
Approval of February 22, 2019 Minutes

Documentation:

March 29, 2019 Agenda
February 22, 2019 Minutes

Action / Motion for Consideration:

Call meeting to order:

Approval of Agenda:

Approval of Minutes:

March 29, 2019 (additions/deletions)

February 22, 2019 (additions/deletions)

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EXECUTIVE MEETING
FEBRUARY 22, 2019**

The meeting was called to order at 11:00 a.m.

Present: Supervisors: Prudhon, Ruzek, McCune; Clerk: Christopherson; Attorney: Lemmons; Finance Officer: Kelly; Public Works Director: Reed; Planner: Riedesel; Engineers: Poppler and Studenski.

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved approval of the agenda with the following amendment: Add 18A) Special Attorney Client Closed Session: 1) Approval of Minutes of December 28, 2018; 2) On-Going Litigation. McCune Seconded. Ayes all.

APPROVAL OF JANUARY 25, 2019 MINUTES (Additions/Deletions): Ruzek moved approval of the January 25, 2019 meeting minutes with minor correction. McCune seconded. Ayes all.

DNR GROUNDWATER MANAGEMENT – UPDATE: A Court of Appeals hearing was held on January 24, 2019. The Appellate Court has 90 days to respond to appeals. All the attorneys involved will receive emails prior to release of the Courts decision.

WATER METERS – UPDATE: The proposed settlement agreement has been provided to Core & Main and Sensus and they have reviewed the document with no notable changes. It was noted that schedule 3 of the agreement states that pricing is good for 90 days. Since 90 days will have lapsed by the time the agreement is finally signed a question was asked if the pricing will remain as is or changed. It was noted that the pricing will not change. Another concern was how the meters would be tagged. It was noted that each meter needs to have an identification number and the address from which it was removed. There was discussion regarding access to the residences by the installers. It was the consensus that two attempts be made and if the property owner does not respond the Town will take responsibility to install the meter and the property owner will be assessed a \$300 per quarter administrative fee if access is not provided. The matter will be placed on the agenda for the March 4, 2019 Town Board meeting with recommendations from staff. Storage of the removed meters was discussed. Storage should allow access if a particular meter needs to be removed.

I & I – UPDATE: Televising of the sewer line around the lake will be done for the joint sealing project. The sanitary sewer line in Centerville Road will also be televised and cleaned. The Engineer will let Dennis Seidl know about the project since he has expressed concern about odors which he feels is coming from sewer pipes.

WATER GREMLIN – CARL DUBOIS, VICE PRESIDENT OF INTERNATIONAL MARKETING: Carl Dubois, Vice President of International Marketing reported that Water Gremlin had previously used TCE during the production and cleaning of battery terminal posts. There is much debate at the national level about the role of TCE as an industrial chemical. The Environmental Protection Agency even proposed banning some of the TCE as recently as January 2017. TCE levels emitted by Water Gremlin may have exceeded Minnesota Department of Health standards since at least 2002 due to faulty pollution control equipment that deteriorated more quickly than expected. Dozens of people within about a 1.5 mile radius could have been exposed to the high levels of TCE. The area stretches from I-35E all the way east to Goose Lake and White Bear Lake, a region that includes several neighborhoods, four parks and an elementary school. The

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MPCA is not aware of any illnesses related to the TCE exposure yet, but elevated levels of the chemical can increase likelihood of certain types of cancer over a lifetime. Inspectors did not catch the high levels of TCE because the chemical is odorless and difficult to detect. Water Gremlin opened in 1949 and employs 300 people in the Twin Cities. In addition to battery terminal posts, the company produces fishing sinkers. Neighborhood meetings are being scheduled to provide information to the public and to answer questions. New air cleaners will be installed. Water Gremlin recently received Township approval to raise the roof of the metal shed which houses the air cleaning equipment. The new equipment is higher than the roof and a modification has to be made to add height to the building to house the equipment which is higher than the older equipment being replaced. Chemical emission continues to be monitored by MPCA as part of Water Gremlin's permit with them.

11:30 A.M. – JOE LUX, RAMSEY COUNTY: Joe Lux, Ramsey County Engineer provided Ramsey County's perspective to the proposed option for a county parkway on West and East Bald Eagle Boulevards. He stated that Ramsey County is in a position to discuss options and are open to look at concept plans and are willing to take part in a trial option. He stated that whatever is proposed is temporary. He reported that they propose to do work on West Bald Eagle Road to County Road J this year and Buffalo Avenue to Buffalo next year. If the road is proposed as a one way road it would not be a county road. Regarding the proposed county parkway proposal, they would refer to the County Attorney to look at and provide input and guidance. He noted that if the County did participate in a temporary one way trial the most they would do is pave and restripe. He noted that regarding eastbound traffic with a one way, consideration must be given to businesses which use that route. There was discussion regarding brush on Stillwater Street that impacts the sight line for motorists. Joe Lux will ask the Ramsey County forester look at the brush and trees at the intersection and get back to the Clerk.

He noted that work on South Shore Boulevard will address drainage problems. The driveway metal culverts are 50-60 years old and would be resized to minimize runoff to the lake.

PAVEMENT MANAGEMENT PROGRAM – UPDATE: An informational meeting about the pavement management program is scheduled for February 27th. Feedback will be received from affected residents regarding what work can be done on their streets. There was discussion regarding the percentage of assessment for the project. Comments from Dennis Deloach, Utility Commission member, included that the Town needs to be aware of the property owners who are on fixed incomes. He agrees that road work needs to be done but that the Town needs to be aware of cost to the resident. There was discussion regarding assessments. It was the consensus that the pavement management program information relative to assessments provide a breakdown of assessments at 50% - 75% - and 100%. There was discussion regarding having an appraiser provide information regarding property values. The Town Attorney will take care of getting general information to determine the benefit to a property from the road work. It was noted that franchise fees, if the Town is able to collect them, would assist in the cost of the road work. The Town Attorney reported that language amending the definition of township to "urban" township has been sent out for legislative review. This amendment would allow the Town to collect franchise fees. The soonest that fees could be collected would be September, due to the process. TKDA will present an overview of the pavement management program at the March Annual Meeting.

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GIS IMPLEMENTATION: Larry Poppler, TKDA reviewed the Town's desire toward moving to an asset management software with some of TKDA's technical experts including Allison Johnson who is a GIS Specialist for TKDA. Dan Nesler, a registered engineer for TKDA has assisted other communities in the past with setting up their GIS systems. Larry provided the following Overall Goal for GIS implementation for Board consideration: "Purchase and establish location based software which is convenient and easy to use to allow for White Bear Township Staff to manage Public Works assets and the use of software by other Township divisions. The software should allow for field retrieval of mapping, as-built documents, photos, and any other data attributes (type, year of install, maintenance history, elevations, etc.) As maintenance is completed it is automatically updated once field personnel enter their activity from the field. The software should be able to create maps and reports as desired by the user".

The function of the location based asset management happens with two or more different software programs. ArcGIS is an industry standard for GIS software and is an industry standard for computer documents. The ArcGIS program includes the mapping of assets throughout the community as well as attributes for that asset. Many of the Town's assets are already mapped using Autocad. These include water systems, sanitary systems, storm system, and streets. The base mapping is fairly easy to convert to ArcGIS. Other asset management programs integrate with ArcGIS information and offer management tools and reporting for assets. There are other programs that perform the function of asset management but they all use the information from ArcGIS. The Engineer reviewed Asset Management Software selection process and the timeline for meeting with staff on processes (March); purchase ArcGIS and convert Autocad data into ArcGIS (March); establish asset management software evaluation team (March); review overall software options (April); create evaluation criteria matrix (April); gather critical information for ArcGIS database; (May); software evaluation meeting to rank software based on demos (May); secure cost information for software (May); prepare recommendation memo (June); presentations to Utility Commission and Town Board (July); purchase software (August).

The Engineer reported that a field locator device will also be necessary. The cost of the device range from \$5,000 - \$20,000. He will put together two quotes for the pricing and what is a priority. He noted that TKDA owns ArcGIS software and can convert some of what is needed. However, the Town will own their own software and hold the license.

TOWNSHIP ADMINISTRATIVE OFFICE UPGRADES – TKDA PROPOSAL: The Clerk reported that he has met with TKDA regarding security upgrade for the offices which is priority #1 of the office upgrade project. Two alternatives for the entry way is preferred. A Task Fee Estimate in the amount of \$26,400 for TKDA's proposal for administrative office upgrades was reviewed. TKDA will provide initial designs and bring back for review.

MDH WATER DISCUSSION: The Sate Drinking Water Act (SDWA) established periodic monitoring (every 5 years) through the Unregulated Contaminants Monitoring Rule (UCMR) to assess occurrence of select constituents from the contaminant list for potential regulatory consideration. UCMR4 is the 4th cycle of UCMR monitoring. With the new list of chemicals which now includes manganese, the Minnesota Department of Health is testing wells for a specific list of certain chemicals. Manganese, a natural metal in ground water, has been found in three of the Town's six wells. Well #2 has a level of .002 for infants and Well #5 has a level

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of 0.3 (ug/L). The Township has already started corrections to the water. It was noted that this is a health standard and that the Town's wells are not out of compliance. The Minnesota Department of Health has informed the Town to share the information with the residents prior to State testing. The Engineer stated that TKDA will be meeting with the MDH next week to discuss the matter with them and receive their recommendation regarding what the level of Eurofins should be. The Engineer will report back at the next Executive Meeting.

WATER TOWER OVERFLOW EVENT: The Public Works Director reviewed the overflow event at the south 170,000 gallon water tower. He explained that the hydraulic pressure line located in the riser pipe is exposed from the riser pipe to the well house and froze in this location. The pressure line did have insulated heat tape but it is believed that the -51° below zero weather was too much. The low-level signal was lost so no action was taken. The resolution to prevent this ever occurring again is to run the hydraulic pressure line from the riser which is below ground to continue underground and then up to connect to the sensor. This would eliminate the exposed portion of the hydraulic pressure line to very cold weather conditions.

PUBLIC WORKS DIRECTOR REPORT: The Public Works Director reviewed the Public Works Department Activity Report for the month of February. **City of Birchwood Request:** The City of Birchwood, for which the Town provides sewer maintenance is looking to connect to a Township manhole off East County Line so they don't have to rebuild a lift station. The area serves 16 homes where the system is failing. They are looking for a way to avoid the capital investment of rebuilding the lift station and are looking at avenues to get to the manhole on east County Line. A location being considered is just south of South Shore Boulevard between two homes where there is space for an easement. The Public Works Director will be meeting with the City of Birchwood next week. The project is still in exploratory stages and he is waiting for a design which will be reviewed by the Utility Commission and the Town Board. Once agreed upon, a joint powers agreement will be prepared.

1:00 P.M. MIKE GAGAN – WHITE BEAR DENTAL CLINIC: Mike Gagan, 4112 Bellaire Avenue stated that he is disappointed with the Dental Clinic project. He stated that a condition of the Permitted Use Permit addressed the number of trees to be preserved. He reported that he had attended a Planning Commission meeting at which the dental clinic request was reviewed and there was no resolution on the number of trees to be removed. There was also no landscaping plan shown. The dental clinic project resulted in clear cutting trees up to his back yard which has adversely affected his property. He has 330' of property that is affected. Neither he nor any neighbors were part of any conversation regarding tree removal. He stated that he talked with the contractor, Frattalone, and that they did not pull a permit for their work. He understood from conversations that they were supposed to have an engineer running the project. Mr. Gagan stated that the drainage onto his property has been affected by the bituminous curbing put in. The contractor brought in 8 loads of fill and added 8 inches where there used to be drainage. He stated that the pond in the back was to collect water from six properties. Now the water drains down his lot. The ground water to the east is impeded and goes to his lot as well. The water cannot get to the catch basin because of what the dental clinic has done. No one told him what was happening. He stated that they paved the parking area but no one ever parks there, either the dentists or customers. Mr. Gagan was informed that with the heavy snows nothing can be done at this time. In response to a question regarding a landscaping permit, the Planner stated

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that he would review the permit. The Town Attorney noted that if a formal landscaping plan was not approved, the Town could go back and review the process. The Planner stated that a Zoning Certificate was adopted and a landscaping plan was to be submitted. It was the consensus that the project go back to the Planning Commission to review a landscaping plan. After the snow is gone, staff and engineering will review the issues. Mr. Gagan accepted the Town's efforts.

THE STABLE OF WHITE BEAR TOWNSHIP: Larry Alm, developer, sent an email to the Planner in response to a plat layout considered by the Town Board. The Board was interested in the value of the out lots in the southerly portion of the property in relation to the buildable portion of the abutting lots. Larry Alm stated that in his opinion the lots are large enough as they are drawn, increasing the size by adding in the wetland areas really will not add value, but most likely would be seen as a negative. The bike path is a good lot line (border) as shown and is totally acceptable. The out lot is wet and is not usable and so adding it into the lots themselves will result in higher property tax which is never received well.

The Planner stated that the neighbors have provided input into the trail proposed as part of this project. The trail would connect to the trail at Deer Meadow Park. The residents would like a paved trail. Due to the wetlands, a boardwalk had been proposed but the plan could be for a paved trail with a bridge over the wetland. This work could be done by the work crew provided by the Department of Corrections. It was noted that having a bridge versus a boardwalk over the wetland would allow public works to take their small park equipment over the bridge. An engineering proposal would be needed for the project. Engineering services is estimated to be under \$15,000.

ANNUAL MEETING AGENDA – REVIEW: The agenda for the Annual Meeting was reviewed. Bob Kermes has volunteered to moderate the meeting. It was suggested that handouts be provided of the power point presentation of the Pavement Management Program by TKDA.

CODE ENFORCEMENT OFFICER / BUILDING INSPECTOR: 1 HERITAGE HALL; 2) WINTER PARKING – AMENDMENT TO BUILDING OFFICIAL/CODE ENFORCEMENT OFFICER JOB DESCRIPTION: **Heritage Hall:** The problem with the heat at Heritage Hall was not a major fix per Gloria. The Town has not received any notice of the cost and who pays for it. The audit of Town services for the City of Gem Lake is in the process of being reviewed and audited. **Winter Parking:** The memo from the Building/Code Enforcement Officer dated February 15, 2019 was reviewed. The matter of winter parking and enforcement will be included with all job descriptions to be evaluated by Employer's Management Association.

CLERK-TREASURER REPORT: Step one of review of job descriptions to be done jointly with staff by Employer's Management Association has begun. An on-site representative with 30 years' experience is recommended to work with staff. The recommended person has a PhD with experience in statistics and is a very qualified representative for the project.

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

The meeting recessed at 2:59 p.m.

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SPECIAL ATTORNEY CLIENT CLOSED SESSION: 1) APPROVAL OF MINUTES OF DECEMBER 28, 2018; 2) ON-GOING LITIGATION: Ruzek moved to open the Special Attorney Client Closed Session at 2:59 p.m. McCune seconded. Ayes all. Ruzek moved to close the Special Attorney Client Closed Session at 3:05 p.m. McCune seconded. Ayes all.

The Executive Meeting re-convened at 3:05 p.m.

The Town Attorney reported that the purpose of the Closed Session was for the Board to address on-going litigation.

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

Ruzek moved to adjourn the meeting at 3:07 p.m. McCune seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Clerk-Treasurer



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 4

Subject: DNR Groundwater Management - Update

Documentation: None

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

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DNR GROUNDWATER MANAGEMENT – UPDATE: A Court of Appeals hearing was held on January 24, 2019. The Appellate Court has 90 days to respond to appeals. All the attorneys involved will receive emails prior to release of the Courts decision.



Town Board Executive Meeting March 29, 2019

Agenda Number: 5

Subject: Water Meters - Update

Documentation: None

Action / Motion for Consideration:

Report at Meeting / Discuss

Minutes
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February 22, 2019

WATER METERS – UPDATE: The proposed settlement agreement has been provided to Core & Main and Sensus and they have reviewed the document with no notable changes. It was noted that schedule 3 of the agreement states that pricing is good for 90 days. Since 90 days will have lapsed by the time the agreement is finally signed a question was asked if the pricing will remain as is or changed. It was noted that the pricing will not change. Another concern was how the meters would be tagged. It was noted that each meter needs to have an identification number and the address from which it was removed. There was discussion regarding access to the residences by the installers. It was the consensus that two attempts be made and if the property owner does not respond the Town will take responsibility to install the meter and the property owner will be assessed a \$300 per quarter administrative fee if access is not provided. The matter will be placed on the agenda for the March 4, 2019 Town Board meeting with recommendations from staff. Storage of the removed meters was discussed. Storage should allow access if a particular meter needs to be removed.

Water Meter Replacement Project

Beginning this summer, the Township will replace ~~all~~ most of the residential water meters. The meters are being replaced with new technology that provides the homeowner and ~~the~~ Township with greater water usage and billing accuracy.

Water meter replacement will begin this summer and should be completed by this fall. There is no cost to the homeowner for this meter replacement.

Homeowners will receive a meter replacement scheduling letter ~~this in June~~ ~~summer~~ with instructions to contact the ~~installation contractor~~ ~~vendor~~, _____, to schedule an appointment to replace the meter.

During the ~~15-30~~ ~~=/-~~ minute appointment, a Township-authorized installer will remove the old meter, install the new one and insure that the meter's radio reader is properly reattached ~~and~~ ~~reprogrammed~~.

Information from the existing meter and the new meter will be recorded for accurate ~~record keeping~~ ~~and~~ billing purposes.

All installers will have appropriate identification and will show it to property owners ~~upon~~ ~~on~~ request. Any questions about the project can be directed to _____ ~~the installation contractor~~ at the number provided in the scheduling letter or to ~~the Township @ 651-747-2750. Public Works at 651-747-2777.~~



Town Board Executive Meeting March 29, 2019

Agenda Number: 6

Subject: I & I - Update

Documentation: None

Action / Motion for Consideration:

Report at Meeting/ Discuss

Minutes
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February 22, 2019

I & I – UPDATE: Televising of the sewer line around the lake will be done for the joint sealing project. The sanitary sewer line in Centerville Road will also be televised and cleaned. The Engineer will let Dennis Seidl know about the project since he has expressed concern about odors which he feels is coming from sewer pipes.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number:

Subject: 11:30 – Kyle Axtell, RCWD Presentation

Documentation: Axtell Memo w/ attachments

Action / Motion for Consideration:

Discussion

MEMORANDUM

Rice Creek Watershed District

Date: March 22, 2019
To: White Bear Township Board of Supervisors
From: Kyle Axtell, Water Resource Specialist
Rice Creek Watershed District

Subject: Bald Eagle Lake (RCD11) Iron-Enhanced Sand Filter
Project Introduction & Background

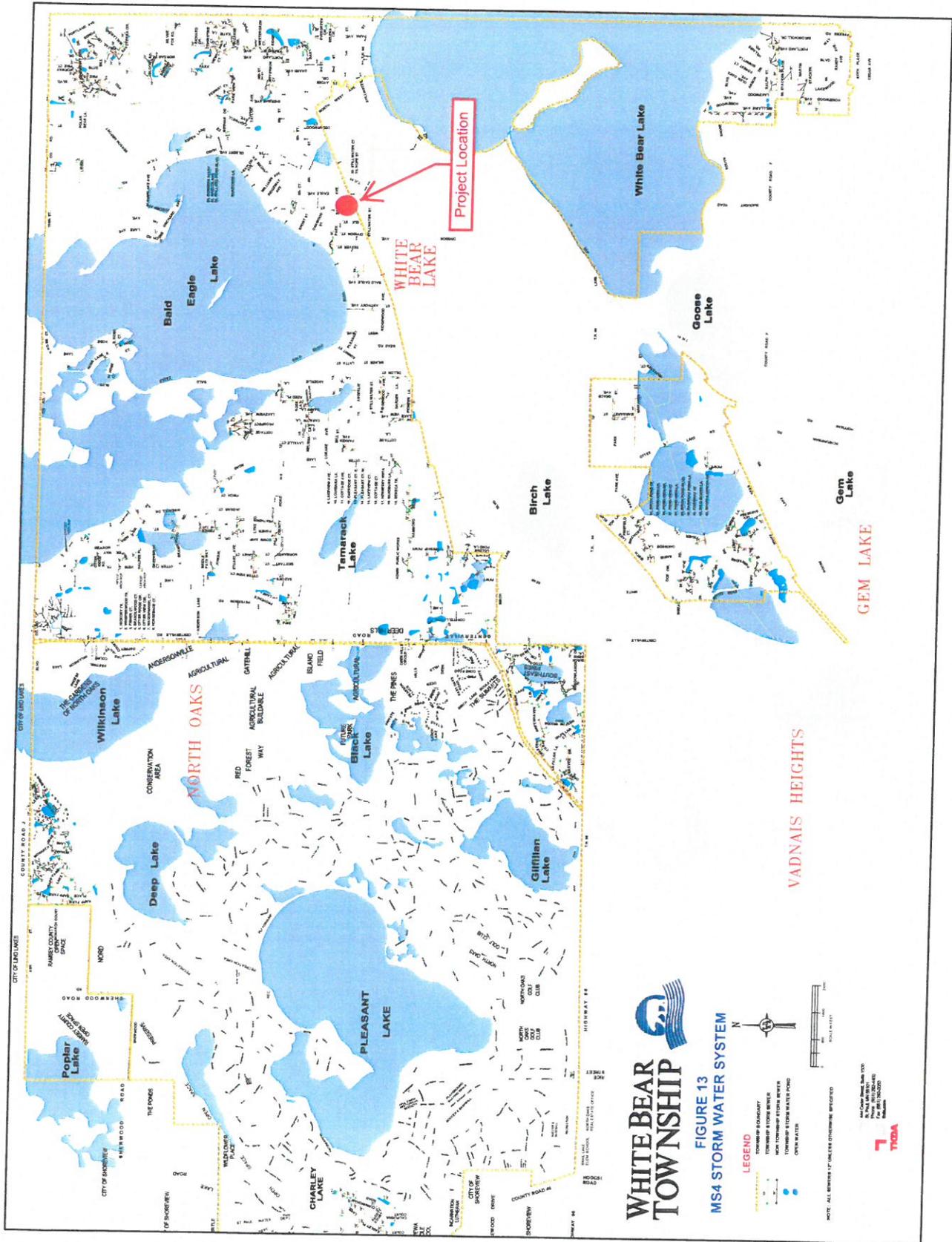
Bald Eagle Lake is on the State's list of impaired waters for excess nutrients, notably phosphorus. Building upon the Rice Creek District's efforts to improve water quality in Bald Eagle Lake and preserve the investment in the recent alum treatment, RCWD staff has been working with Township staff toward implementation of new stormwater pond with an iron-enhanced sand filter (IESF) system on Ramsey County Ditch 11 (RCD11) in White Bear Township. This project has been in the works for several years as the District has implemented similarly designed projects at Hansen Park (New Brighton) and Oasis Pond (Roseville).

The 2016 South Bald Eagle Lake Subwatershed Analysis identified this project as the #2 capital project based on cost-benefit ratio for total phosphorus (TP) removal. The District Engineer has prepared a technical memorandum that refines staff's concept plan and establishes estimated water quality benefits and a construction cost for the project. In the fall of 2018, the District successfully applied for a \$392,000 Clean Water Fund grant from the Minnesota Board of Water & Soil Resources for this project.

The District has the technical and organizational capacity to implement and manage this project entirely on its own with no major assistance from the Township. The District is not seeking a direct financial commitment from the Township, but we do need land on which to build the project. The District has proposed locating this project on two parcels of open space (up to 0.75 acres total) currently owned by White Bear Township. The larger parcel appears to be very difficult to access for development of any other kind. Previous discussions over the last two years with Township staff have been positive. The District now looks forward to discussing the project plans and a draft project agreement with the Township Board on March 29 and I am eager to answer questions you may have.

Attached to this memo, you will find the following documents and background information, which I will explain in greater detail during our meeting:

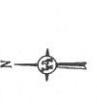
1. Township Map with Project Location
2. RCWD staff concept mock-up sketch
3. RCWD engineer preliminary concept and layout
4. DRAFT project agreement between RCWD & WB Twp



WHITE BEAR TOWNSHIP

FIGURE 13
MS4 STORM WATER SYSTEM

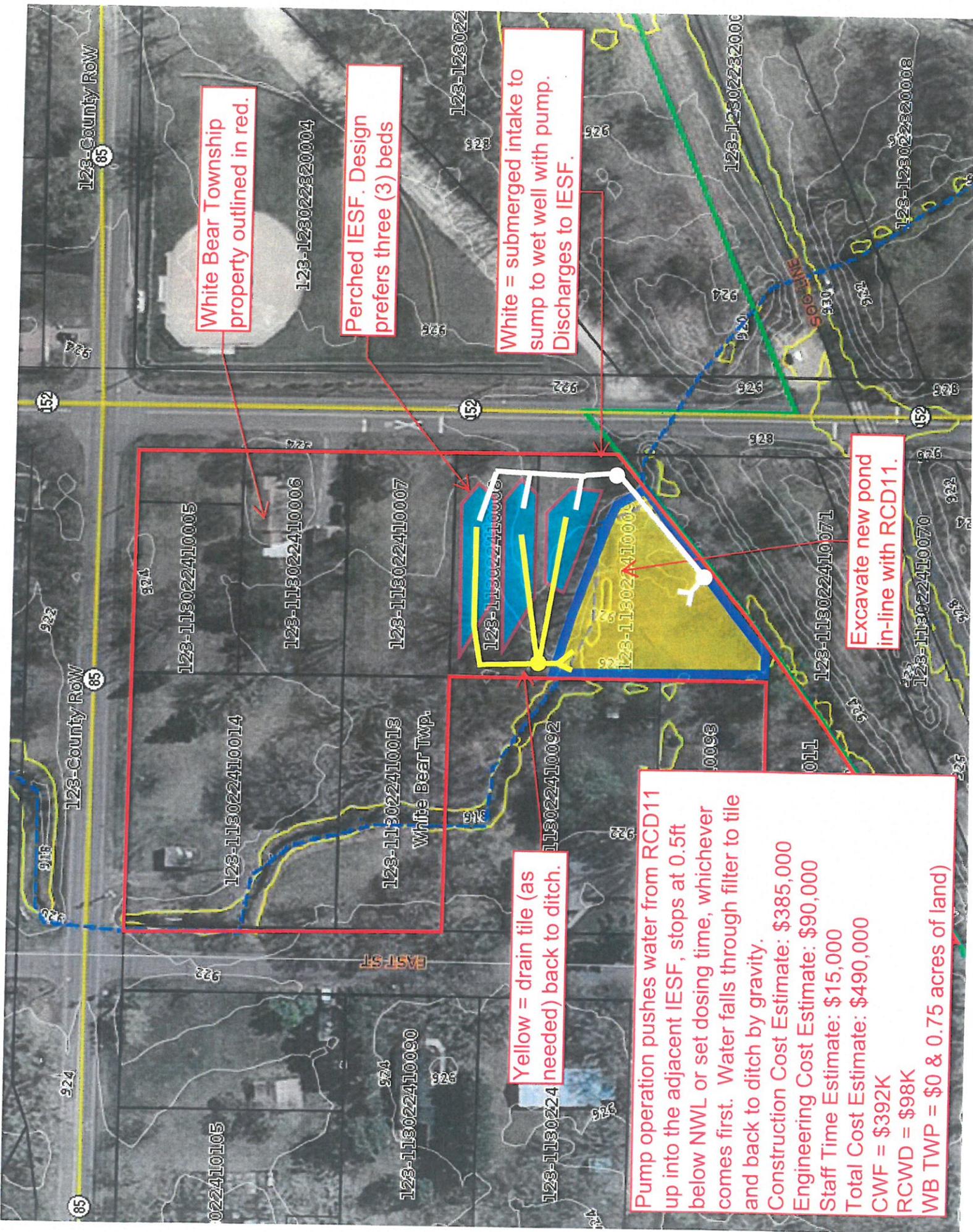
- LEGEND**
- TOWNSHIP BOUNDARY
 - CITY BOUNDARY
 - MS4 TOWNSHIP STORM WATER
 - TOWNSHIP STORM WATER FOND
 - OPEN WATER



NOTE: ALL BOUNDARIES UNLESS OTHERWISE SPECIFIED



TODA



White Bear Township property outlined in red.

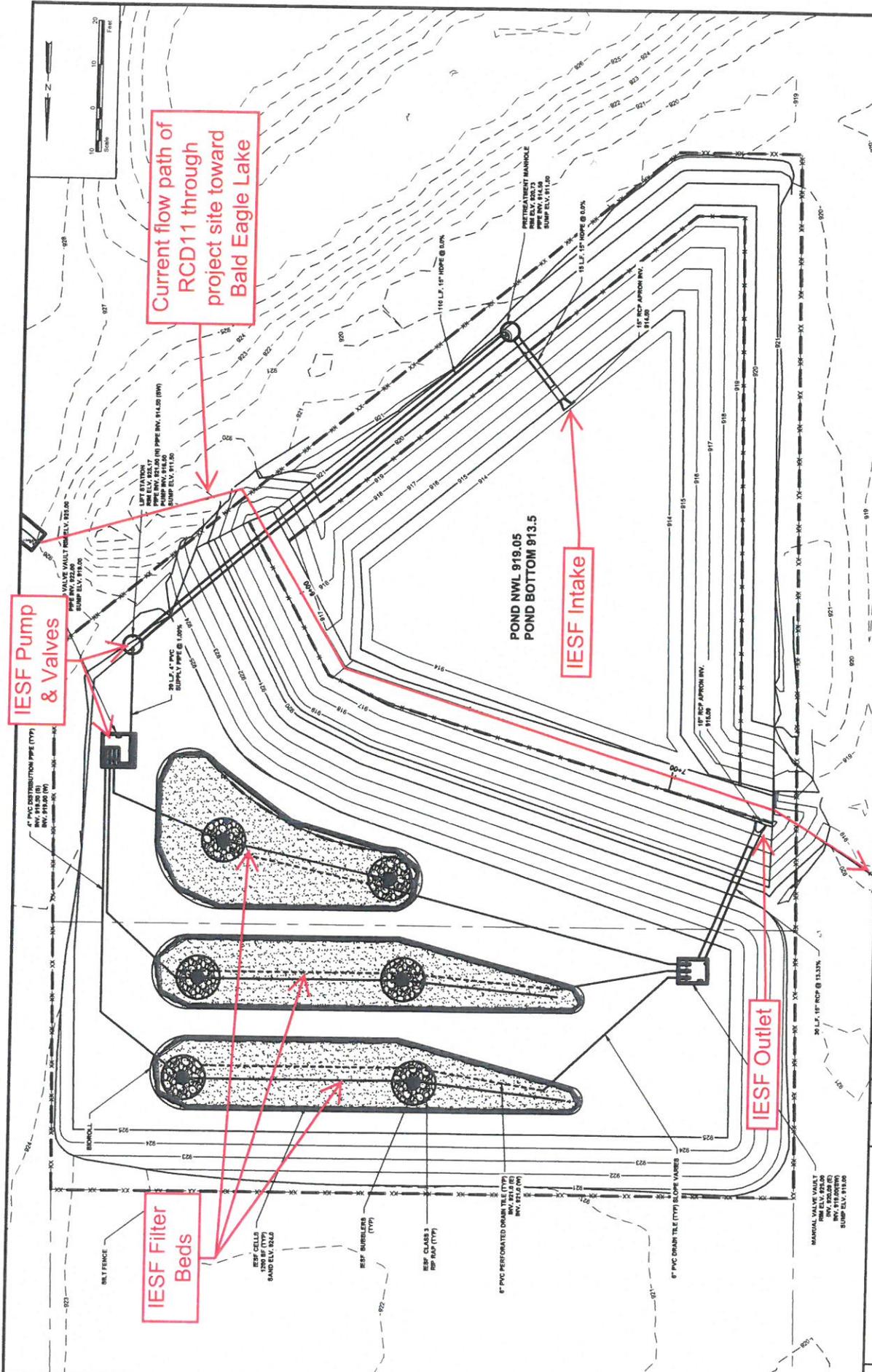
Perched IESF. Design prefers three (3) beds

White = submerged intake to sump to wet well with pump. Discharges to IESF.

Excavate new pond in-line with RCD11.

Yellow = drain tile (as needed) back to ditch.

Pump operation pushes water from RCD11 up into the adjacent IESF, stops at 0.5ft below NWL or set dosing time, whichever comes first. Water falls through filter to tile and back to ditch by gravity.
 Construction Cost Estimate: \$385,000
 Engineering Cost Estimate: \$90,000
 Staff Time Estimate: \$15,000
 Total Cost Estimate: \$490,000
 CWF = \$392K
 RCWD = \$98K
 WB TWP = \$0 & 0.75 acres of land



Current flow path of RCD11 through project site toward Bald Eagle Lake

IESF Pump & Valves

IESF Intake

IESF Outlet

IESF Filter Beds

POND NWL 919.05
POND BOTTOM 913.5

		CONCEPT Not for Construction	
Maple Grove P: 763.493.4573 F: 763.493.5574	Drawn by BLJ	Date 8/20/2018	SHEET 1
Checked by DDM	Scale AS SHOWN	RCD 11 IESF RICE CREEK WATERSHED DISTRICT WHITE BEAR LAKE, MN	RCD 11 IESF CONCEPT PROJECT NO. 5555-0283
No. _____ Revision _____	Date _____ by _____		

H:\Maple Grove\CDM\BDM\5555-0283 RCD 11 IESF Advanced Grading & 14-18.dwg (RCD 11 IESF) 8/20/2018 2:08 PM (blj)

**PROJECT AGREEMENT BETWEEN
WHITE BEAR TOWNSHIP AND THE RICE CREEK WATERSHED DISTRICT
FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE BALD EAGLE LAKE IRON-ENHANCED SAND FILTER PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between White Bear Township, Minnesota, a municipal corporation (hereinafter "Township") and the Rice Creek Watershed District, a special purpose unit of local government under Minnesota Statutes Chapters 103B and 103D (hereinafter "District").

WHEREAS, in January 2010, the District adopted its Watershed Management Plan (most recently amended in November 2016) which includes implementation of nutrient-reduction projects, such as iron-enhanced sand filters, in the Bald Eagle Lake subwatershed;

WHEREAS, in August 2018, the District prepared a Feasibility Report detailing the Bald Eagle Lake Iron-Enhanced Sand Filter Project (hereinafter "Project");

WHEREAS, the District submitted a Clean Water Fund Grant (hereinafter "Grant") application to the Board of Water and Soil Resources (hereinafter "BWSR") for the Project, was successful in its proposal, and BWSR awarded a Grant to be used to pay a portion of the cost of the Project;

WHEREAS, the District and Township have worked cooperatively to develop goals and objectives for the Project, a concept construction design for the Project, a cost allocation between the Township and District for construction of the Project, and a plan for maintenance of the Project, once constructed;

WHEREAS, the District, by its Project Engineer, has provided the Township with concept construction plans designating the required areas for access, construction, staging and materials storage, along with a construction timeline indicating the period for which the areas are required, to include the time necessary for restoration;

WHEREAS, all access, construction, staging and materials storage, as well as future maintenance activity is anticipated to occur on Township owned property;

WHEREAS, prior to expending funds under the Grant, the Grant Agreement requires that the District provide BWSR with assurances regarding operation and maintenance of the Project by the District for a period of 25 years as well as a 25-year access agreement on Township property for the purpose of inspecting or correcting damage to the Project and maintenance of the Project;

WHEREAS, Minnesota Statutes Chapter 471.59 provides that two or more governmental units, by agreement entered into through action of their governing bodies, may cooperate to provide for the division of costs and other material elements of improvement projects; and,

NOW, THEREFORE, based on the foregoing recitals which are incorporated fully into this Agreement, the District, duly authorized by its governing body and upon resolution of the Board of Managers, and the Township, duly authorized by its governing body and upon resolution of the Township Board, agree as follows:

SECTION A: Access Agreement

1. The District, its employees and contractors may have access to the Township property, within the areas delineated and labeled as "Construction Limits" and "Access Route," as indicated on the "Access Agreement Exhibit" incorporated herein as **Exhibit A**, hereinafter referred to as the "Project Area". Access is granted for construction of the Project, including land disturbance, excavation, filling, recontouring of adjacent Township-owned land, dewatering, structural and bioengineered features, seeding and planting, staging, stockpiling, installations to protect work-in-progress and public safety, and all other operations convenient or necessary for construction of the Project within the Project Area. Should access routes identified in the agreement become unusable or unavailable during the course of construction, the Township will work in good faith with the District to identify reasonably convenient alternative routes to access the Project Area.
2. The right of entry and occupation described in paragraph 1 commences immediately for design purposes and on January 1, 2020 for construction purposes. The right ceases on December 31, 2021, or earlier upon completion of the Project. The District shall give the Township at least one week notice before initial entry for construction. Subject to adjustments in the District's discretion, the intent of the District is to perform construction of the Project according to the work schedule incorporated herein as **Exhibit B**.
3. The Township agrees to work in good faith with the District to accommodate reasonable adjustments to the construction schedule requiring extensions of time to this access agreement.
4. The Township will, in a timely manner, give the District any information in its possession regarding subsurface structures, utilities or other physical features within the Project Area relevant to construction of the Project. The Township will cooperate with the District in securing permits and approvals in its status as landowner and will timely process any permit or approval that it requires. Pursuant to Minnesota Statutes Section 103D.335, subd. 24, the Township will not charge a fee for any such permit or approval.
5. The District may periodically enter and occupy portions of the Project Area for a period of 25 years from the date of substantial completion of the Project, in order to inspect and maintain the Project. On the District's request, the Township will provide reasonably convenient access and work area for inspection and maintenance of the Project. The District shall provide at least one-week written notice to the Township before using any motorized equipment for inspection or maintenance of the Project. The District will be responsible for any impact or disturbance of land as a result of

maintenance during the 25-year maintenance period. The District will repair all impacts or disturbed areas to preexisting conditions, except where the Township waives such requirement in writing.

Section B: Construction of the Project

6. Construction of the Project will conform to the following:
 - a. The District is responsible for letting all contracts related to the construction of the Project in accordance with all applicable laws. The District shall also be responsible for administering the contracts and for overseeing the work.
 - b. The District will repair all disturbances and improvements within the Project Area, except those to be permanently altered by the Project, to their preexisting condition, except where the Township waives such requirement in writing. In the event disturbed areas cannot be restored to pre-existing conditions, the District shall submit proposed restoration changes to the Township for approval.
 - c. The District shall require its contractor to meet all local requirements for traffic control and public safety, to provide for public safety, and to keep the Project site free of trash, debris and nuisance conditions.
 - d. The District shall require its contractor to name the Township as an additional insured with primary coverage on a noncontributory basis under its commercial general liability policy, with a coverage limit of at least \$1.5 million per claim and aggregate. Coverage limits may be met by excess or umbrella policies. The Township will be named as a holder and will receive a certificate of insurance before contractor entry for construction.
7. The Township will not be responsible for any part of the cost of Project design, construction or required permits except for its own costs to meet its responsibilities under this Agreement.
8. The District will defend and indemnify the Township, its officials and its employees; and hold the Township, its officials and its employees harmless; from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or omission of the District in the design, construction or maintenance of the Project that is the basis for the District's liability in law or equity.

Section C: Ownership and Maintenance Responsibilities

9. The Project, once completed, will consist of an Iron-Enhanced Sand Filter & Pump System and Wet Pond similar to that shown on **Exhibit C**. The final project layout may vary from the concept shown but will remain within the Project Area.
10. The Township and District shall cooperate in the development of operations and maintenance plans and agreements for the infrastructure.

11. Upon completion of the Project, the District shall retain ownership and assume all operation and maintenance obligations for the Iron-Enhanced Sand Filter & Pump System and Wet Pond in accordance with the approved operations and maintenance plans.

Section D: Financial Obligations

12. The District shall be responsible for all Project-related design and construction costs.
13. The Township shall pay for any Township-requested changes or amenities made a part of the Project (i.e. enhanced or decorative lighting, signage, paving, park benches or other improvements).
14. The District shall be responsible for the cost of maintenance and operation of the Project for a period of at least 25 years and will continue operation and maintenance thereafter until such time as the facility is abandoned as an improvement of the District. If after 25 years the Project is abandoned, the District shall be responsible for remediation of all or a portion of the facility, if deemed necessary by the Township.

Section E: Miscellaneous Provisions

15. The District and Township shall collaborate to erect and maintain public information and educational signage in a mutually-agreed location, in conformance with reasonable size and location conditions.
16. District staff shall be responsible for completing all Grant reporting activities.
17. The project bidding process must adhere to MN Statutes 471.345, et seq. (Uniform Municipal Contracting Law).
18. The Project specifications must include Non-discrimination and Prevailing Wage provisions as required by the Grant.
19. The Grant agreement between the District and BWSR is incorporated into this Agreement and attached as Exhibit D.
20. The parties agree to comply with all laws, ordinances and regulations of Minnesota applicable to this Agreement and the construction of the Project. This Agreement shall be construed and enforced according to the laws of Minnesota.
21. Except as specified above, each party will be responsible for claims and damages resulting from the acts, errors and omissions of its officers, employees and agents and will defend and indemnify the other party for any such claims; provided, however, that nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled under Minnesota Statutes, Chapter 466, or otherwise.

22. Any notices or correspondence required to be given under this Agreement or any statute or ordinance shall be in writing and shall be deemed to be given if delivered personally or mailed postage-prepaid by certified mail, return receipt requested:

As to the Township: White Bear Township
 1281 Hammond Road
 White Bear Township, MN 55110
 ATTN: Clerk/Treasurer
 CC: Public Works Director

As to the District: Rice Creek Watershed District
 4325 Pheasant Ridge Dr. NE #611
 Blaine, MN 55449-4539
 ATTN: Administrator

or at such other address as either party may, from time to time, notify the other in writing in accordance with this paragraph.

23. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.
24. If either party waives any default or non-performance by the other party in writing, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.
25. The preamble and recitals set forth on pages one and two of this Agreement are incorporated into and made a part of this Agreement.
26. The paragraph and section headings used in this Agreement have no legal significance and are used solely for convenience of reference.
27. This Agreement and attached Exhibits hereto, evidence the entire agreement between the parties relating to the subject matter addressed herein and supersedes all other prior agreements and understandings, written or oral, between the parties.
28. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto or their successors.
29. This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association or entity other than the parties to this Agreement and their successors and assigns, and the obligations herein assumed are solely for the use and benefit of the parties to this Agreement and their successors and assigns.

30. The parties hereto agree that neither party shall assign, sublet, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the non-assigning party.
31. For the convenience of the parties, any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.
32. Data provided to either party or received from either party under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

[The remainder of this page is intentionally blank.]

[Signature pages follow.]

DRAFT

IN TESTIMONY WHEREOF, the Rice Creek Watershed District has caused this Agreement to be executed effective the day and year first above written.

RICE CREEK WATERSHED DISTRICT

By: _____
Patricia Preiner, President, Board of Managers

DRAFT

IN TESTIMONY WHEREOF, White Bear Township has caused this Agreement to be executed effective the day and year first above written.

WHITE BEAR TOWNSHIP

By: _____
Ed Prudhon, Township Board Chairperson

By: _____
Patrick Christopherson, Township Clerk/Treasurer

DRAFT

EXHIBIT A

ACCESS AGREEMENT EXHIBIT

This needs to be developed... but RCWD is asking for access to and use of the full extent of the two adjacent parcels, PID #'s: 11-30-22-41-0008 & 11-30-22-41-0009. Total land area is approximately 0.75 acres.

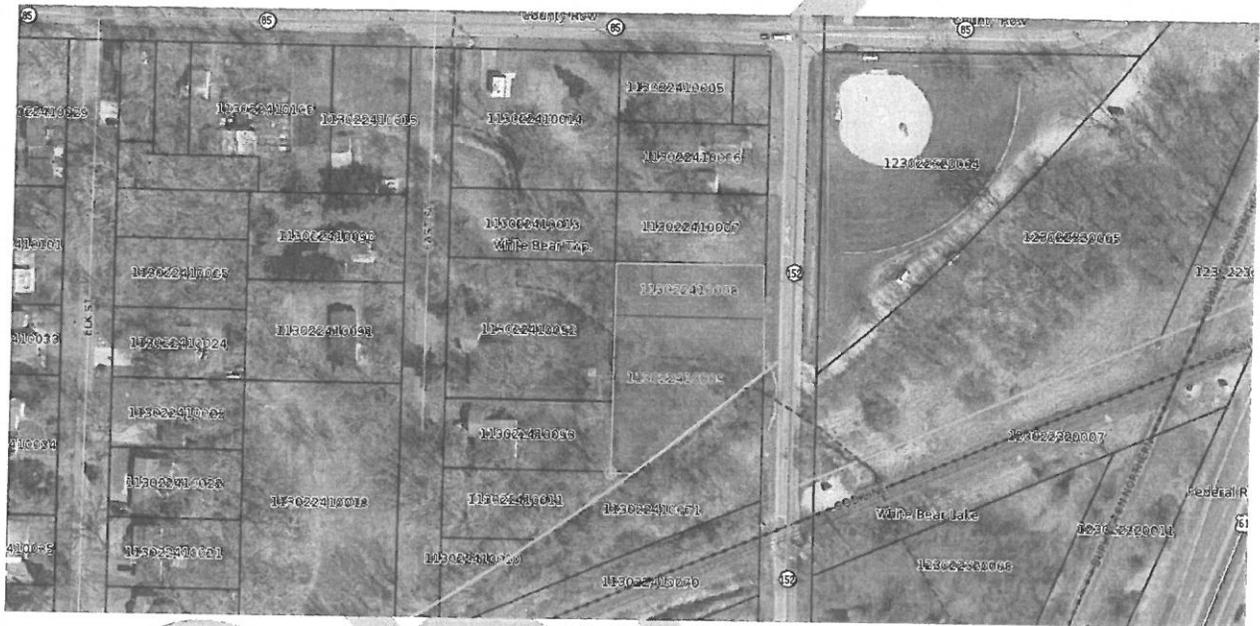


EXHIBIT B

ESTIMATED APPROXIMATE WORK SCHEDULE

April 1, 2020	Earliest possible construction start date
August 31, 2020	Substantial Completion of Construction
September 1, 2020	Stabilization & Revegetation Activities Begin
October 31, 2020	Final Stabilization & Project Construction Complete

DRAFT

EXHIBIT C

PROJECT COMPONENTS IDENTIFICATION

This needs to be developed

DRAFT

EXHIBIT D

BWSR GRANT AGREEMENT AND WORK PLAN

DRAFT



Town Board Executive Meeting March 29, 2019

Agenda Number: 7

Subject: MDH Water Discussion

Documentation: None

Action / Motion for Consideration:

Report at Meeting/ Discuss

Minutes
Executive Meeting
February 22, 2019

MDH WATER DISCUSSION: The Safe Drinking Water Act (SDWA) established periodic monitoring (every 5 years) through the Unregulated Contaminants Monitoring Rule (UCMR) to assess occurrence of select constituents from the contaminant list for potential regulatory consideration. UCMR4 is the 4th cycle of UCMR monitoring. With the new list of chemicals which now includes manganese, the Minnesota Department of Health is testing wells for a specific list of certain chemicals. Manganese, a natural metal in ground water, has been found in three of the Town's six wells. Well #2 has a level of .002 for infants and Well #5 has a level of 0.3 (ug/L). The Township has already started corrections to the water. It was noted that this is a health standard and that the Town's wells are not out of compliance. The Minnesota Department of Health has informed the Town to share the information with the residents prior to State testing. The Engineer stated that TKDA will be meeting with the MDH next week to discuss the matter with them and receive their recommendation regarding what the level of Eurofins should be. The Engineer will report back at the next Executive Meeting.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 8

Subject: Southwind Holdings LLC, 5960 Highway 61 SAC
Determination Request

Documentation: Southwind Correspondence w/attachments

Action / Motion for Consideration:

Report at Meeting/ Discuss

SOUTHWIND HOLDINGS LLC

2372 LEIBEL St
White Bear Township MN 55110

March 12, 2019

Hi Tom,

This past December we received a proposal from a future tenant to combine the northern 2 spaces in our building and create a small single family restaurant space, called Red Luna Taco Factory. Since a small pizza business and hair salon had previously occupied the space it is a simple procedure to change the space to accommodate this. This new business is a good addition to the neighborhood.

As is the norm we applied for a building permit and staff mentioned that since this was a restaurant type of business I should apply to the metropolitan council as their rules governing restaurants have changed in the past years and they need to know we are contemplating adding a new business such as this.

So in mid-December I did apply and received a determination from them that stated that we would be responsible for 8 new sac charges in conjunction with this new business.

I responded to the SAC Technician that it seemed to me that since this property previously had a 2 bay car wash, a small takeout pizza business and hair salon that we had more than likely paid plenty of SAC fees when these businesses were originally permitted.

The return email then said that since the Metropolitan Council had changed a lot since 2002, and they have not kept good records, so if I could show there were businesses in operation prior to 2009 they would look at that and possibly allow credits based on those buildings. Lastly, the Technician said that Red Luna was not using the former car wash space so no SAC credits would be available from that.

With Town Staff help we were able to get original business licenses and permits for the Majestic Pizza and Salon 61 spaces showing they were in operation prior to 2009. I forwarded this information to the Technician along with an email detailing that it seemed unfair that SAC credits would not be allowed from the former car wash and to please reconsider.

In February I received another determination report detailing that we were entitled to 2 credits and now owed 6 SAC.

Once again I responded more forcefully that SAC credits should be commensurate to SAC charges previously paid and not an arbitrary amount. In addition the credits should be consistent and available to the property in its entirety especially as this property is all covered under one PID#. It should not matter that there are different structures on the property when considering credits.

Last week the Technician responded that it actually is up to the Township to decide what credits can be used and where.

Based on that I am requesting the Town to allow us to take the 6 SAC credits that are available for our location, based on the fact that we have already paid for SAC in prior years and thereby allowing us to receive full credit for that.

Thank you for your consideration,



Larry Alm
Chief Manager

Date of Determination: 02/12/19

Determination Expiration: 02/12/21

Greetings!

Please see the determination below.

Project Name: Red Luna Taco Factory
Project Address: 5960 Highway 61
Suite #/Campus: N/A
City Name: White Bear Township
Applicant: Larry Aim, Southwind Builders Inc.

Special Notes: The original letter for this determination was dated December 12, 2018, letter reference 181212D5. The City will be charged SAC as determined below, instead of the units previously assigned. The redetermination is based on pre-2009 documentation provided to prove grandparent use of the spaces.

Charge Calculation:

Food & Drink: 2573 sq. ft. @ 300 sq. ft. / SAC = 8.58

Total Charge: 8.58

Credit Calculation:

Take Out (Grandparent 2004): 1044 sq. ft. @ 3000 sq. ft. / SAC = 0.35
Barber/Salon Spa (Grandparent 2003): 1500 sq. ft. @ 700 sq. ft. / SAC = 2.14

Total Credit: 2.49

Net SAC: 6.09 – or – **6 SAC Due**

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: toni.janzig@metc.state.mn.us.

Thank you,

Toni Janzig

SAC Technician

Please visit our SAC website by going to: <http://www.metrocouncil.org/SACprogram>

Date of Determination: 12/12/18

Determination Expiration: 12/12/20

Greetings!

Please see the determination below.

Project Name: Red Luna Taco Factory
Project Address: 5960 Highway 61
Suite #/Campus: na
City Name: White Bear Township
Applicant: Larry Aim, Southwind Builders Inc

Special Notes: It is the Council's understanding there will be no outdoor seating. If at any time outdoor seating is added, a determination is required and additional SAC may be due.

Charge Calculation:

Food & Drink: 2,573 sq. ft. @ 300 sq. ft. / SAC = 8.58

Total Charge: 8.58

Credit Calculation:

Retail (Grandparent 1958) 2573 sq. ft. @ 3050 sq. ft. / SAC = 0.84

Total Credit: 0.84

Net SAC: 7.74 - or - **8 SAC Due**

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: tonijanzig@metc.state.mn.us.

Thank you,

Toni Janzig

SAC Technician

Please visit our SAC website by going to: <http://www.metrocouncil.org/SACprogram>

report, since the Met Council charges SAC directly to the City.



- The Metropolitan Council charges SAC directly to the City, the City then typically passes this charge onto the building/business owner (it is the City's choice to pass along SAC charges). There are currently 114 communities/cities that the Met Council serves, all communities/cities are charged/credited using the same rules in the current SAC Procedure Manual. Some Cities do participate in the SAC Deferral Program which is a way to delay a portion of the SAC payment. If you would like to learn more about the SAC deferral Program, please contact the City to see if they participate and about the program.

Attached is a copy of the 2019 SAC procedure manual. Section 5.2.2 includes information regarding SAC credits and Appendix A-1 and Appendix A-2 list the most common SAC criteria.

Please let me know if you have any further questions or if I did not address any of your questions.

Thank you,

Toni Janzig

SAC Technician

Please visit our SAC website by clicking: [SAC Program](#)

Our SAC criteria and credit rules have changed as of July 1, 2018. For more details go to:
www.metrocouncil.org/SACtaskforce

From: Larry Alm <southwind.larry@comcast.net>

Sent: Tuesday, February 12, 2019 1:52 PM

To: Janzig, Toni <Toni.Janzig@metc.state.mn.us>; mike.johnson@whitebeartownship.org

Cc: Larry Alm <southwind.larry@comcast.net>

Subject: RE: 2nd email request for clarification

Hi Toni, thanks for working on this. Originally we received a sac credit for retail (Grandparent 1958) .084. Now this go around we received a credit for Take-Out (Grandparent 2004) 0.35 and Barber/salon Spa (Grandparent 2003) of 2.14. So with that in mind we should have a total of credits at least of 3.33. Additionally the square foot of the space of the building occupied by Red Luna is 2381 not 2573. We ran our measure wheel today again to clarify.

I have been looking on your website and I am not able to determine how you calculate the "Grandparent credits". How come pizza takeout uses a factor of 3000 when that really would be considered a "restaurant"? Then the salon uses 700 factor? The sac charges that were paid when the original building permit was issued were fairly substantial at that time and these credits do not seem to compare very well. I would believe that a hair salon produced a lot of sewer usage which in turn would be reflected by the original sac charges? Additionally, the credits from the abandoning of the car wash and turning that into a retail store which uses no sewer to speak of should be available for some credit as those fees were paid for usage per the costs at that time and now there is no usage. It will never be a car wash again. Additionally if the usage would change your office would certainly get a shot at charging for a different usage, Sewer credits need to be based on the property as this is one property and one PID so please get these credits included into the calculation.

Larry Alm

From: Larry Alm <southwind.larry@comcast.net>
Sent: Wednesday, March 6, 2019 5:50 PM
To: Larry Alm
Subject: FW: 2nd email request for clarification
Attachments: 2019 SAC Procedure Manual.pdf

Larry Alm
Southwind Builders Inc.
2372 Leibel St
White Bear Lake MN 55110
651-773-8780 Ext. 103
612-270-5655 Cellular



From: Janzig, Toni [mailto:Toni.Janzig@metc.state.mn.us]
Sent: Wednesday, February 13, 2019 1:25 PM
To: Larry Alm <southwind.larry@comcast.net>; mike.johnson@whitebeartownship.org
Subject: RE: 2nd email request for clarification

Good afternoon,

- The gross square feet of the space was calculated based on the floor plans that were provided. Are you indicating that the floor plans you provided are not to scale? If not, please provide scalable floor plans for the redetermination.
- Grandparent credits are calculated based on the use of the space prior to 2009.
 - If no proof is provided that shows that use of the space, a minimum grandparent credit based on how the county lists the building is applied. For example if the County lists the building as commercial, the minimum grandparent retail credit based on the criteria in the SAC Procedure Manual is applied to the determination.
 - If the City provides proof of the use of the space prior to 2009, than grandparent credit based on that use would be applied to the SAC determination. For example: If the city provides proof that the entire space was a barber/salon spa prior 2009, the space would receive the current credit for barber/Salon spa criteria in the SAC Procedure Manual.
- There is separate SAC criteria for a food & drink business than take out business (no customer seating), which is listed in the 2019 SAC procedure manual. Based on the information provided, the previous tenant Majestic Pizza/Roanies Pizza was take out only (no customer seating).
- The car wash building is a separate building (separate connection). Based on our records this building is still a car wash and not been converted into a different use. When the car wash is converted into a different use, a SAC determination is required. If there are net SAC credits as a result of the SAC determination, the City can choose to leave these SAC credits with the building (for future growth) or the City can take them City Wide when they



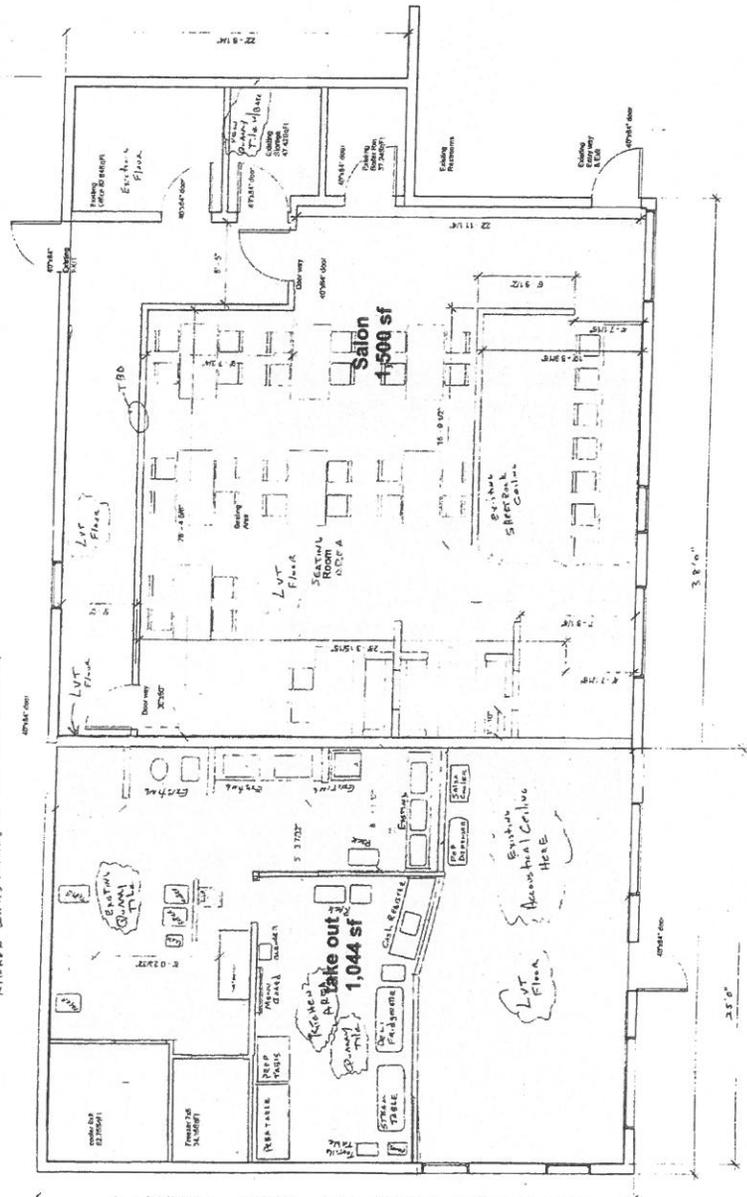
JOB ADDRESS:
5960 Highway 63 N
White Bear Township, MN 55110

PROJECT NAME:
Red Luna Taco Factory

CREDIT PLAN PAGE

Scale = NTS

Notes: Kitchen Area Ceiling: Solid Surface
Kitchen Floor: Ceramic Countertop
Kitchen Walls: Rhinoceros Beams & Ply. (FRS)





Town Board Executive Meeting March 29, 2019

Agenda Number: 9

Subject: The Stable of White Bear Township - Update

Documentation: None

Action / Motion for Consideration:

Report at Meeting/ Discuss

Minutes
Executive Meeting
February 22, 2019

THE STABLE OF WHITE BEAR TOWNSHIP: Larry Alm, developer, sent an email to the Planner in response to a plat layout considered by the Town Board. The Board was interested in the value of the out lots in the southerly portion of the property in relation to the buildable portion of the abutting lots. Larry Alm stated that in his opinion the lots are large enough as they are drawn, Increasing the size by adding in the wetland areas really will not add value, but most likely would be seen as a negative. The bike path is a good lot line (border) as shown and is totally acceptable. The out lot is wet and is not usable and so adding it into the lots themselves will result in higher property tax which is never received well.

The Planner stated that the neighbors have provided input into the trail proposed as part of this project. The trail would connect to the trail at Deer Meadow Park. The residents would like a paved trail. Due to the wetlands, a boardwalk had been proposed but the plan could be for a paved trail with a bridge over the wetland. This work could be done by the work crew provided by the Department of Corrections. It was noted that having a bridge versus a boardwalk over the wetland would allow public works to take their small park equipment over the bridge. An engineering proposal would be needed for the project. Engineering services is estimated to be under \$15,000.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 10

Subject: 2019 Deer Survey - Review

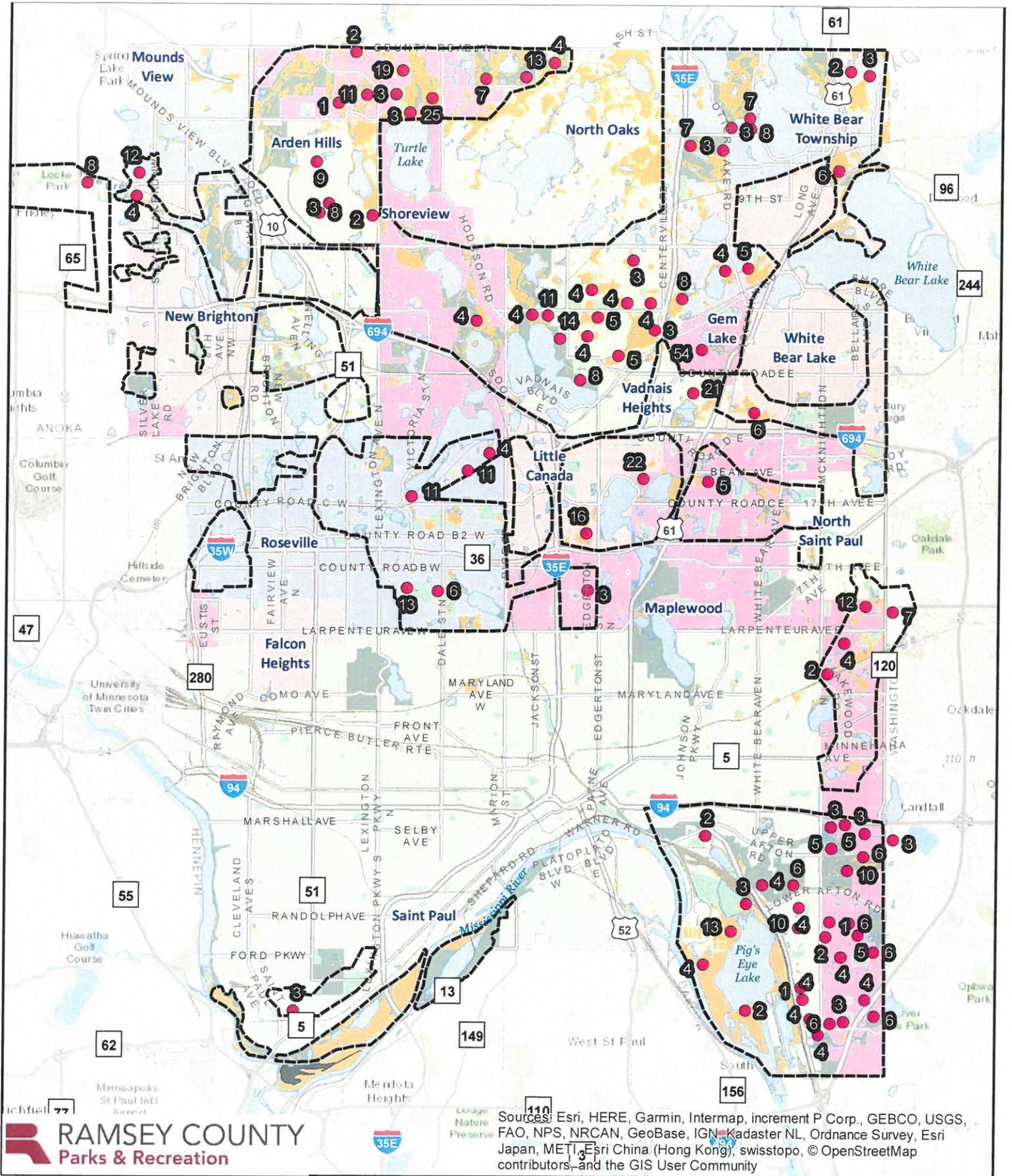
Documentation: Survey Map

Action / Motion for Consideration:

Report at Meeting / Discuss

**Minutes
Executive Meeting
April 27, 2018**

2018 DEER SURVEY – RECEIVE: Ramsey Count Parks and Recreation Department provided a summary of the 2017 deer hunt. Fourteen deer were harvested in the Township in 2017. Ramsey County does not plan any hunts this fall in County parks because the numbers are down. However, they would hunt the Benson Airport property where deer seem to hang out.



RAMSEY COUNTY
Parks & Recreation

Ramsey County Deer Survey 2019
602 deer total in survey areas

- Deer count
- Survey boundary
- Wetlands

Surveys conducted on Feb 19, 21 & 22, 2019
Map created on 2/28/19





Town Board Executive Meeting March 29, 2019

Agenda Number: 11

Subject: Real Property Fire Loss Escrow Account Continued Participation

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Minutes
Executive Meeting
March 24, 2017

REAL PROPERTY FIRE LOSS ESCROW ACCOUNT: The Clerk reported that based on the Town Board's concern for the possibility of fire loss on Bald Eagle Island and the cost to repair/raze the property, the Town Board, on February 2, 2015, passed a resolution establishing a fire escrow account pursuant to MN. Statute, Section 65A.50. The resolution was subsequently filed with the Minnesota Department of Commerce Insurance Division. Section 13(b) of 65A.50 states that municipalities on the list shall report every two years to the commissioner in writing regarding the extent of the municipality's use of this section and the effect of this section on arson fires in that municipality. The report must be filed with the commissioner no later than 90 days after the two-year anniversary of the municipality's placement on the list. **It was the consensus to continue participation in the Real Property Fire Loss Escrow Account. The matter will be placed on the Consent Agenda for the April 3, 2017 Town Board Meeting.**

Minutes
Executive Meeting
February 2, 2015

RESOLUTION ESTABLISHING A FIRE ESCROW ACCOUNT PURSUANT TO MINN. STAT. 65A.50
- Adopt: The Town Attorney reported that this resolution establishes a fire escrow account pursuant to Minnesota Statute. He noted that there was discussion relative to if something happened on the island and there was a need to clean up after a fire. He reported that research indicated that a trust or escrow account where portions of an insurance settlement proceeds for claims on real property located in the Town that is damage by fire or explosion could be claimed. He reported that this resolution would be acknowledged by the Insurance Commissioner in the event of damage to property. In this situation there may be clean up of the property and hazardous waste. This would allow the Town to submit its proceeds to protect the existing health, safety and welfare of the community. This

would include cleaning up and demolishing damaged buildings. He stated that with fire damage there would be a need to get the property back into shape according to Town code. He reported that approval of the resolution would establish a fire escrow account and authorize the Town to notify the State of Minnesota and allow the Town to process in the event there is any type of damage due to fire or explosion to a structure. Kermes asked if the Township has to notify the policy holder. The Town Attorney stated that the resolution would go directly to the State Insurance Commissioner. Kermes asked if the process of any insurance settlement would go into this escrow account. The Town Attorney stated that it would. Prudhon asked if there is a trigger mechanism that if the applicant stops making insurance payments that the Town would be notified. Ruzek reported that whether they paid their premiums or not as long as there is a valid policy in force on day of loss is the key. This only applies to valid and collectible insurance proceeds in the event of fire or explosion.

Prudhon moved to adopt the Resolution Establishing a Fire Escrow Account Pursuant to Minn. Statute 65A.50. Ruzek seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: MARCH 19, 2019

SUBJECT: REAL PROPERTY FIRE LOSS ESCROW ACCOUNT CONTINUATION

Based on the Town Board's concerns for the possibility of a fire loss on Bald Eagle Island and the cost to repair/raze the property, the Town Board initially passed a Resolution Establishing a Fire Escrow Account pursuant to Minn. Statutes Section 65A.50 on February 2, 2015 and renewed again on April 3, 2017. The initial Resolution was filed with the Minnesota Department of Commerce Insurance Division.

Section 13(b) of 65A.50 states as follows:

13(b). Municipalities on the list shall report every two years to the commissioner in writing regarding the extent of the municipality's use of this section and the effect of this section on arson fires in that municipality. The report must be filed with the commissioner no later than 90 days after the two-year anniversary of the municipality's placement on the list and thereafter no later than 90 days after such subsequent two-year period. If the commissioner has not received a report required under this paragraph, the commissioner shall promptly provide the municipality a written reminder notice. If the commissioner has not received the report within 30 days after providing the written notice, the municipality shall be treated as having made a written request for deletion under paragraph a.

The Board will need to determine if they wish to stay on the list so that a letter can be prepared and sent to the Commissioner.

For your information attached is a list of other communities who have elected to establish an escrow account and draft to the State.

PSW/s

Fire Debris Removal List

Insurance Escrow by Municipalities for Debris Removal under Minn. Stat. § 65A.50 Participant List. Updated June 2016. Click on the town name to see the contact information.

- [+ ADA](#)
- [+ ADRIAN](#)
- [+ AITKIN](#)
- [+ ALBERT LEA](#)
- [+ ALDEN](#)
- [+ ANOKA](#)
- [+ AUSTIN](#)
- [+ BALATON](#)
- [+ BEARDSLEY](#)
- [+ BEMIDJI](#)
- [+ BIG LAKE](#)
- [+ BIRD ISLAND](#)
- [+ BLAINE](#)
- [+ BUHL](#)
- [+ BURNSVILLE](#)
- [+ CAMBRIDGE](#)
- [+ CHISHOLM](#)
- [+ CLARA CITY](#)
- [+ CORRELL](#)
- [+ CROOKSTON](#)
- [+ DAWSON](#)
- [+ DELAVAN](#)
- [+ DETROIT LAKES](#)
- [+ DULUTH](#)
- [+ EAGLE LAKE](#)
- [+ EAST GRAND FORKS](#)
- [+ ELBO LAKE](#)
- [+ ELY](#)
- [+ EVELETH](#)
- [+ FAIRMONT](#)
- [+ FARIBAULT](#)
- [+ FERGUS FALLS](#)
- [+ FLOODWOOD](#)
- [+ GRACEVILLE](#)
- [+ GRAND RAPIDS](#)
- [+ GRANITE FALLS](#)
- [+ HERMANTOWN](#)
- [+ HIBBING](#)
- [+ HILL CITY](#)
- [+ INTERNATIONAL FALLS](#)
- [+ INVER GROVE HEIGHTS](#)
- [+ JACKSON](#)
- [+ JOHNSON](#)
- [+ KETTLE RIVER](#)
- [+ LAKE CITY](#)
- [+ LAKEFIELD](#)
- [+ LAMBERTON](#)
- [+ LISMORE](#)
- [+ LITTLE CANADA](#)
- [+ LITTLEFORK](#)
- [+ LYND](#)
- [+ MADELIA](#)
- [+ MADISON](#)
- [+ MILACA](#)
- [+ MINNEAPOLIS](#)
- [+ MONTEVIDEO](#)
- [+ MOORHEAD](#)
- [+ MOUNTAIN IRON](#)
- [+ MOUNTAIN LAKE](#)
- [+ NEW LONDON](#)
- [+ NORTHROP](#)
- [+ OGILVIE](#)
- [+ OTTERTAIL](#)
- [+ OWATONNA](#)

- + PERHAM
- + PIPESTONE
- + RICE LAKE
- + SANDSTONE
- + SHERBURN
- + SILVER BAY
- + SLAYTON
- + ST. CLOUD
- + ST. JAMES
- + STAPLES
- + STORDEN
- + THIEF RIVER FALLS
- + TRACY
- + TRIMONT
- + VIRGINIA
- + WAHKON
- + WAITE PARK
- + WALNUT GROVE
- + WARROAD
- + WATAB
- + WELLS
- + WEST CONCORD
- + WESTBROOK
- + WHEATON
- + WHITE BEAR TOWNSHIP
- + WILLMAR
- + WILTON
- + WINNEBAGO
- + WORTHINGTON

April 2, 2019

Steve Kelley, Insurance Commissioner
Minnesota Department of Commerce Insurance Division
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

Re: Real Property Fire Loss Escrow Account

Dear Commissioner:

This letter is being sent to advise you that White Bear Township wishes to continue its inclusion on the Fire Debris Removal List under Minnesota Statutes Section 65A.50, even though during the last two years White Bear Township has not had occasion to utilize the escrow account.

Kindly update the contact information to show Patrick Christopherson as the Town Clerk. If you need anything further to accomplish this, please don't hesitate to contact me at 651.747.2756 or via e-mail at patti.walstad@whitebeartownship.org.

Sincerely,

Patti Walstad
Paralegal

PSW/s
cc:admin.file



Town Board Executive Meeting March 29, 2019

Agenda Number: 12

Subject: Pavement Management Program - Update

Documentation: None

Action / Motion for Consideration:

Report at Meeting / Discuss

**Minutes
Executive Meeting
February 22, 2019**

PAVEMENT MANAGEMENT PROGRAM – UPDATE: An informational meeting about the pavement management program is scheduled for February 27th. Feedback will be received from affected residents regarding what work can be done on their streets. There was discussion regarding the percentage of assessment for the project. Comments from Dennis Deloach, Utility Commission member, included that the Town needs to be aware of the property owners who are on fixed incomes. He agrees that road work needs to be done but that the Town needs to be aware of cost to the resident. There was discussion regarding assessments. It was the consensus that the pavement management program information relative to assessments provide a breakdown of assessments at 50% - 75% - and 100%. There was discussion regarding having an appraiser provide information regarding property values. The Town Attorney will take care of getting general information to determine the benefit to a property from the road work. It was noted that franchise fees, if the Town is able to collect them, would assist in the cost of the road work. The Town Attorney reported that language amending the definition of township to “urban” township has been sent out for legislative review. This amendment would allow the Town to collect franchise fees. The soonest that fees could be collected would be September, due to the process. TKDA will present an overview of the pavement management program at the March Annual Meeting.



Town Board Executive Meeting March 29, 2019

Agenda Number:

Subject: 1:30 – GIS Implementation Presentation – Larry Poppler, Allison Johnson & Dan Nesler of TKDA

Documentation: None

Action / Motion for Consideration:

Discussion

Minutes
Executive Meeting
February 22, 2019

GIS IMPLEMENTATION: Larry Poppler, TKDA reviewed the Town’s desire toward moving to an asset management software with some of TKDA’s technical experts including Allison Johnson who is a GIS Specialist for TKDA. Dan Nesler, a registered engineer for TKDA has assisted other communities in the past with setting up their GIS systems. Larry provided the following Overall Goal for GIS implementation for Board consideration: “Purchase and establish location based software which is convenient and easy to use to allow for White Bear Township Staff to manage Public Works assets and the use of software by other Township divisions. The software should allow for field retrieval of mapping, as-built documents, photos, and any other data attributes (type, year of install, maintenance history, elevations, etc.) As maintenance is completed it is automatically updated once field personnel enter their activity from the field. The software should be able to create maps and reports as desired by the user”.

The function of the location based asset management happens with two or more different software programs. ArcGIS is an industry standard for GIS software and is an industry standard for computer documents. The ArcGIS program includes the mapping of assets throughout the community as well as attributes for that asset. Many of the Town’s assets are already mapped using Autocad. These include water systems, sanitary systems, storm system, and streets. The base mapping is fairly easy to convert to ArcGIS. Other asset management programs integrate with ArcGIS information and offer management tools and reporting for assets. There are other programs that perform the function of asset management but they all use the information from ArcGIS. The Engineer reviewed Asset Management Software selection process and the timeline for meeting with staff on processes (March); purchase ArcGIS and convert Autocad data into ArcGIS (March); establish asset management software evaluation team (March); review overall software options (April); create evaluation criteria matrix (April); gather critical information for ArcGIS database; (May); software evaluation meeting to

rank software based on demos (May); secure cost information for software (May); prepare recommendation memo (June); presentations to Utility Commission and Town Board (July); purchase software (August).

The Engineer reported that a field locator device will also be necessary. The cost of the device range from \$5,000 - \$20,000. He will put together two quotes for the pricing and what is a priority. He noted that TKDA owns ArcGIS software and can convert some of what is needed. However, the Town will own their own software and hold the license.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 13

Subject: Tobacco Regulations:
a. Educational Tobacco Compliance Checks
Funding
b. Ordinance Amendments

Documentation: Staff Memo

a. Katie Engman Email Regarding Funding Available
for Educational Program for Vendors/

b. Katie Engman Email on Model Ordinance Wording
/ Tobacco Ordinance No. 69

Action / Motion for Consideration:

Report at Meeting / Discuss

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: MARCH 22, 2019

SUBJECT: TOBACCO AGENDA ITEMS

A. Educational Tobacco Compliance Checks Funding

Katie Engman advised the Sheriff's Contract Group last Thursday that there is funding available to the Contract Communities that will allow them to perform educational tobacco compliance checks to help further educate the vendors. The cost of the compliance checks are \$50.00 per vendor; however grant funding is available to cover most of the cost.

The Township has four tobacco licensed establishments:

- White Bear Township Holiday, 1150 County Road J
- Cub Foods, 1059 Meadowlands Drive
- Holiday Stationstores, 5970 Highway 61
- Bald Eagle Investments, 5960 Highway 61

If the Board wishes to have these additional educational compliance checks performed the cost to the Township would be \$10.00 per vendor for a total of \$40.00.

B. Ordinance Amendments

If the Board wishes to amend the Township's Tobacco Ordinance Katie Engman could provide us with a model from which to work from which could include such changes as:

- Prohibiting the sale to anyone under 21
- Restricting the sale of flavored tobacco products
- Updating current tobacco product language

Requested Action:

Provide staff direction as to the above items so that I could coordinate any efforts with Katie Engman.

PSW/s

A.

Patti Walstad

From: Pat Christopherson
Sent: Thursday, March 21, 2019 1:32 PM
To: Patti Walstad
Subject: FW: Funding available: Educational Tobacco Compliance Checks
Attachments: What is C & E promo.pdf

FYI

From: Katie Engman <katie@ansrmn.org>
Sent: Thursday, March 21, 2019 1:30 PM
To: Pat Christopherson <Pat.Christopherson@whitebeartownship.org>; Mike Robertson <MRobertson@cityofnorthoaks.com>; Dave Perrault <DPerrault@cityofardenhills.org>; Kevin Watson <Kevin.Watson@cityvadrnaisheights.com>; Sack Thongvanh <sack.thongvanh@falconheights.org>; tschwerm@shoreviewmn.gov; Jeff <Jeff.Ramacher@co.ramsey.mn.us>
Cc: jeff.ramacher@ramseycounty.us; tony.waldo@ramseycounty.us
Subject: Funding available: Educational Tobacco Compliance Checks

Good Afternoon,

Great to see all you of you this morning and thank you for the opportunity to connect! Below and attached is additional information around the funding available to do an educational tobacco compliance check to support your enforcement checks.

From our conversation, it sounds like all cities are interested. I will need your federal Tax ID # (41-XXXXXXX), whom you would like the contract sent to at your city and let's verify the number of vendors you currently have. Once I have this, I will get the process started in requesting a contract.

I will bill your city \$10 per vendor for this additional round of educational compliance checks, to help off set the cost of reimbursement for students time.

Background:

The MN Department of Human Services (DHS), Alcohol and Drug Abuse Division in partnership with the Association for Nonsmokers-MN is once again offering an educational tobacco compliance check opportunity (Congratulate and Educate) to enforcement agencies, public health or law enforcement, in Minnesota. The goal is to educate retailers about the important role they play in keeping Minnesota youth tobacco-free.

These compliance checks are for educational purposes only, and no penalties to the clerk or business owner are permitted. They are designed to supplement the state minimum required enforcement check annually. It is a great opportunity if your community recently updated their tobacco ordinance. These checks present a chance to visit with tobacco vendors, congratulate them for passing or have a conversation about the importance of them not failing a tobacco compliance check.

Departments are reimbursed \$50 per vendor/per educational compliance check. All compliance checks need to be completed by June 30, 2019

If you are interested, I need to know the number of vendors you anticipate doing this educational check with, along with all contact info and Federal Tax ID. Once I have this information, Department of Human Services will get a contract and all supporting materials out to you.

If you have further questions contact me at katie@ansrmn.org or Vicki Berg, DHS team Lead/MN FDA Tobacco Program at 651-431-2459.

Again, thank you for all you do in creating a healthy & safe community!

-Katie

Katie H. Engman, MCHES

Program Director

Association for Nonsmokers-MN (ANSR)

2395 University Ave W. #310, Saint Paul, MN 55114

Office- 651-646-3005, Cell- 651-492-4298

Congratulate & Educate

An educational compliance program to reduce youth access to tobacco through the Minnesota Department of Health and Human Services Behavioral Health Division & the Association for Nonsmokers-Minnesota.

This is a great opportunity to visit with and educate vendors, especially if your community has recently updated its tobacco ordinance.

The goal of this program is to educate retailers about the important role they play in keeping Minnesota youth tobacco-free.

- Checks are designed to supplement the yearly compliance check required by the state of Minnesota (Stat. § 461.12, subd. 5).
- Checks are for educational purposes only, no penalties to the clerk or business owner are permitted.
- Departments are reimbursed \$50 per vendor per educational compliance check.
- All checks must be completed before June 30, 2019.



Interested?

Contact Katie Engman with:

- Your complete contact information
- Number of vendors you will be conducting an educational compliance check with
- Your Federal Tax ID

The MN Dept of Human Services will send you a contract and all supporting documents.

Questions?

Katie Engman

Program Director
Association for Nonsmokers-MN
katie@ansrmn.org
(651)646-3005

Vicki Berg

DHS Team Lead/Minnesota FDA
Tobacco Program/Synar Coordinator
(651)431-2459

B.

Patti Walstad

From: Katie Engman <katie@ansrmn.org>
Sent: Thursday, March 21, 2019 1:44 PM
To: Patti Walstad
Subject: Re: Request

Hi Patti,

First, You wouldn't be the ONLY one. Vadnais Heights hasn't taken the discussion up yet.

Yes, there is model language that I can provide. We have a partnership thus assistance from the Public Health Law Center at Hamline Mitchell. They go through your current ordinance and draft the necessary changes for your team to review.

I can put in a request, know it usually takes about 2-3 weeks to get it back. Do you think your board will want to do changes just around increasing the tobacco sales age to 21? Shoreview and Falcon Heights also restrict the sale of flavored tobacco products. Just want to be clear in the direction I give them.

We can chat via phone if it is helpful.

Looking forward to working with you!
Katie

Katie H. Engman, MCHES
Program Director
Association for Nonsmokers-MN (ANSR)
2395 University Ave W. #310, Saint Paul, MN 55114
Office- 651-646-3005, Cell- 651-492-4298

On Thu, Mar 21, 2019 at 12:19 PM Patti Walstad <Patti.Walstad@whitebeartownship.org> wrote:

Hi Katie, hope all is well.

The Township may be considering amending our tobacco ordinance as it seems that the Township will be the only one in the Sheriff's Contract group that hasn't changed the selling age to 21.

Do you have a sample ordinance that we could work from or do you know if the other contract communities are all uniform in their ordinance.

ORDINANCE NO. 69

AN ORDINANCE RELATING TO THE SALE, POSSESSION AND USE OF TOBACCO, TOBACCO PRODUCTS, AND TOBACCO RELATED DEVICES IN THE TOWN, AND TO REDUCE THE ILLEGAL SALE, POSSESSION, AND USE OF SUCH ITEMS TO AND BY MINORS IN THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

THE TOWN BOARD OF SUPERVISORS OF THE TOWN OF WHITE BEAR ORDAINS:

An Ordinance relating to the sale, possession, and use of tobacco, tobacco products, and tobacco related devices in the Town and to reduce the illegal sale, possession, and use of such items to and by minors.

SECTION 1. PURPOSE. Because the Town recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco, tobacco products, and tobacco related devices, and such sales, possession, and use are violations of both State and Federal laws; and because studies, which the Township hereby accepts and adopts, have shown that most smokers begin smoking before they have reached the age of 18 years and that those persons who reach the age of 18 years without having started smoking are significantly less likely to begin smoking; and because smoking has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this Ordinance shall be intended to regulate the sale, possession, and use of tobacco, tobacco products, and tobacco related devices for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products, and tobacco related devices, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as state in Minnesota Statutes, section 144.391.

SECTION 2. DEFINITIONS AND INTERPRETATIONS. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and the neuter, and vice-versa. The term "shall" means mandatory and the term "may" mean permissive. The following terms shall have the definitions given to them:

2-1. TOBACCO OR TOBACCO PRODUCTS. "Tobacco" or "Tobacco products" shall mean any substance or item containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigarettes; cigars; little cigars; pipe tobacco; snuff; fine cut or other chewing tobacco; cheroots; stogies, perique; granulated, plug cut, crimp cut, ready-rubbed, and other smoking tobacco; snuff, snuff flour; cavendish; shorts; plug and twist tobaccos; dipping tobaccos; refuse scraps, clippings, cuttings, and sweepings of tobacco and other kinds and forms of

tobacco leaf prepared in such manner as to be suitable for chewing, sniffing, or smoking. Tobacco or tobacco products excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

2-2. TOBACCO RELATED DEVICES. “Tobacco related devices” shall mean any tobacco product as well as a pipe, rolling papers, ash tray, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, or smoking of tobacco or tobacco products.

2-3. NICOTINE DELIVERY PRODUCTS. “Nicotine delivery products” shall mean a product containing or delivering nicotine or lobelia intended for human consumption that is not tobacco or tobacco related devices as defined by sections 2-2 and 2-3 of this ordinance. Exemption: Not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for another medical purposes, and is being marketed and sold solely for that approved purpose.

2-4. SELF-SERVICE MERCHANDISING. “Self-service merchandising” shall mean open display of tobacco, tobacco products, tobacco related devices, lobelia or nicotine delivery products in any manner where any person shall have access to the tobacco, tobacco products, tobacco related devices, lobelia, or nicotine delivery product without the assistance or intervention of the licensee or the licensee’s employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco product, tobacco related device, lobelia, or nicotine delivery products between the customer and the licensee or employee. Self-service merchandising shall not include vending machines.

2-5. VENDING MACHINE. “Vending Machine” shall mean any mechanical, electric or electronic, or other types of device which dispenses tobacco, tobacco products, tobacco related devices, or nicotine delivery products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco product, tobacco related device, or nicotine delivery products.

2-6. INDIVIDUALLY PACKAGED. “Individually Packaged” shall mean the practice of selling any tobacco, tobacco product, or nicotine delivery product wrapped individually for sale. Individually wrapped tobacco, tobacco products and nicotine delivery products shall include, but not be limited to, single cigarette packs, single bags or cans of loose tobacco in any form, single cans or other packaging of snuff or chewing tobacco, nicotine-based electronic-cigarettes and lobelia-based electronic cigarettes. Cartons or other packaging containing more than a single pack or other container as described in this section shall not be considered individually packaged.

2-7. LOOSIES. “Loosies” shall mean the common term used to refer to a single or individually packed cigarette, or any other tobacco product that has been removed

from its packaging and sold individually. The term "loosies" does not include individual cigars with a retail price, before any sales taxes, of more than \$2.00 per cigar.

2-8. MINOR. "Minor" shall mean any natural person who has not yet reached the age of eighteen (18) years.

2-9. RETAIL ESTABLISHMENT. "Retail Establishment" shall mean any place of business where tobacco, tobacco products, or tobacco related devices are available for sale to the general public. Retail establishments shall include, but not be limited to, grocery stores, convenience stores, and restaurants.

2-10. MOVABLE PLACE OF BUSINESS. "Movable Place of Business" shall refer to any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

2-11. SALE. A "Sale" shall mean any transfer of goods for money, trade, barter, or other consideration.

2-12. COMPLIANCE CHECKS. "Compliance Checks" shall mean the system the Town uses to investigate and ensure that those authorized to sell tobacco, tobacco products, and tobacco related devices are following and complying with the requirements of this Ordinance. Compliance checks shall involve the use of minors as authorized by this Ordinance. Compliance checks shall also mean the use of minors who attempt to purchase tobacco, tobacco products, or tobacco related devices for educational, research and training purposes as authorized by State and Federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate Federal, State, or local laws and regulations relating to tobacco, tobacco products, and tobacco related devices.

2-13. INDOOR AREA. All space between a floor and a ceiling that is bounded by walls, doorways or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

SECTION 3. LICENSE. No person shall sell or offer to sell any tobacco, tobacco products, or tobacco related device without first having obtained a license to do so from the Township.

Section 3A. Smoking: Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a retail tobacco license. Smoking for the purposes of sampling tobacco and tobacco related products is prohibited.

Section 3B. Proximity to Other Retailers: No license shall be granted pursuant to this section to any person for any retail sales of tobacco, tobacco products,

tobacco related devices, or nicotine or lobelia delivery devices, within two thousand feet of any other establishment holding such license, as measured by the shortest line between the space to be occupied by the proposed licensee and the occupied space of the nearest existing licensee, unless that person has been in the business of selling such products in that 3- location before the date this section was enacted into law for at least one year.

3-1. APPLICATION. An application for a license to sell tobacco, tobacco products, or tobacco related devices shall be made on a form provided by the Township. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the Township deems necessary. Upon receipt of a completed application, the Town Clerk shall forward the application to the Town Board for action at their next regularly scheduled meeting. If the Town Clerk shall determine that an application is incomplete, he shall return the application to the applicant with notice of the information necessary to make the application complete.

3-2. ACTION. The Town Board may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant, as it deems necessary.

3-3. TERM. All licenses issued under this Ordinance shall expire on December 31st of the year issued.

3-4. REVOCATION OR SUSPENSION. Any license issued under this Ordinance may be revoked or suspended as provided in the Violations Penalties section of this Ordinance.

3-5. TRANSFERS. All licenses issued under this Ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the Town Board.

3-6. MOVABLE PLACE OF BUSINESS. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this Ordinance.

3-7. DISPLAY. All licenses shall be posted and displayed in plain view of the general public on the licensed premise.

3-8. RENEWALS. The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty (30) days, but no more than sixty (60) days before the expiration of the current license. The issuance of a license under this Ordinance shall be considered a privilege and not an absolute right of the applicant, and shall not entitle the holder to an automatic renewal of the license.

SECTION 4. FEES. No license shall be issued under this Ordinance until the appropriate license fees shall be paid in full. The fees for this license are as set forth in Ordinance No. 54 (Fees & Charges).

SECTION 5. BASIS FOR DENIAL OF LICENSE. The following shall be grounds for denying the issuance or renewal of a license under this Ordinance; however, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the Township must deny the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this section.

5-1. The applicant is under the age of eighteen (18) years.

5-2. The applicant has been convicted within the past five (5) years of any violation of a Federal, State, or local law, ordinance provision, or other regulation relating to tobacco or tobacco products, or tobacco related devices.

5-3. The applicant has had a license to sell tobacco, tobacco products, or tobacco related devices revoked within the preceding twelve months of the date of application.

5-4. The applicant fails to provide any information required on the application, or provides false or misleading information.

5-5. The applicant is prohibited by Federal, State or other local law, ordinance, or other regulation, from holding such a license.

SECTION 6. PROHIBITED SALES. It shall be a violation of this Ordinance for any person to sell or offer to sell any tobacco, tobacco product, tobacco related device, or nicotine delivery product:

6-1. To any person under the age of eighteen (18).

6-2. By means of any type of vending machine, except as may otherwise be provided in this Ordinance.

6-3. By means of self-service methods whereby the customer does not need to make a verbal or written request to any employee of the licensed premise in order to receive the tobacco, tobacco product, or tobacco related device and whereby that there is not a physical exchange of the tobacco, tobacco product, or tobacco related device between the licensee or the licensee's employee, and the customer.

6-4. By means of loosies as defined in Section 2 of this Ordinance.

6-5. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except

nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.

6-6. By any other means, to any other person, or in any other manner or form prohibited by Federal, State or other local law, ordinance provisions, or other regulation.

SECTION 7. VENDING MACHINES. It shall be unlawful for any person licensed under this Ordinance to allow the sale of tobacco, tobacco products, or tobacco related devices by the means of a vending machine.

SECTION 8. SELF-SERVICE SALES. It shall be unlawful for a licensee under this Ordinance to allow the sale of tobacco, tobacco product, or tobacco related devices by any means whereby the customer may have access to such items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco product, or the tobacco related device between the licensee or his or her clerk and the customer. All tobacco, tobacco products, and tobacco related devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit nor left open and accessible to the general public. Any retailer selling tobacco, tobacco products, or tobacco related devices at the time this Ordinance is adopted shall comply with this Section within thirty (30) days.

SECTION 9. RESPONSIBILITY. All licensees under this Ordinance shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco products, or tobacco related devices on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the Township from also subjecting the clerk to whatever penalties are appropriate under this Ordinance, State or Federal law, or other applicable law or regulation.

SECTION 10. COMPLIANCE CHECKS AND INSPECTIONS. All licensed premises shall be open to inspection by the Township or its authorized inspectors during regular business hours. From time to time, but at least once per year, the Township shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of fifteen (15) years, but less than eighteen (18) years, to enter the licensed premises to attempt to purchase tobacco, tobacco products, or tobacco related devices. Minors used for the purpose of compliance checks shall be supervised by Township designated law enforcement officers or other designated Township personnel. Minors used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco products, or tobacco related devices when such items are obtained as a part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section shall prohibit compliance checks authorized by State or Federal laws for education, research, or training purposes, or required for the enforcement of a particular State or Federal law.

SECTION 11. OTHER ILLEGAL ACTS. Unless otherwise provided, the following acts shall be a violation of this Ordinance.

11-1. ILLEGAL SALE. It shall be a violation of this Ordinance for any person to sell or otherwise provide any tobacco, tobacco product, tobacco related device, or nicotine delivery product to any minor.

11-2. ILLEGAL POSSESSION. It shall be a violation of this Ordinance for any minor to have in his or her possession any tobacco, tobacco product, or tobacco related device, or nicotine or lobelia delivery device not approved by the FDA This section shall not apply to minors lawfully involved in a compliance check.

11-3. ILLEGAL USE. It shall be a violation of this Ordinance for any minor to smoke, chew, sniff, or otherwise use any tobacco, tobacco product, or tobacco related device.

11-4. ILLEGAL PROCUREMENT. It shall be a violation of this Ordinance for any minor to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, or tobacco related device, and it shall be a violation of this Ordinance for any person to purchase or otherwise obtain such items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product, or tobacco related device. This section shall not apply to minors lawfully involved in a compliance check.

11-5. USE OF FALSE IDENTIFICATION. It shall be a violation of this Ordinance for any minor to attempt to disguise his or her true age by the use of false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent and age older than the actual age of the person.

SECTION 12. VIOLATIONS.

12-1. NOTICE. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of his or her right to be heard on the accusation.

12-2. HEARINGS. If a person accused of violating this Ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator.

12-3. HEARING OFFICER. The Town Board shall serve as the hearing officer.

12-4. DECISION. If the Town Board determines that a violation of this Ordinance did occur, that decision, along with the Town Board's reasons for finding a violation and the penalty to be imposed under Section 13 of this Ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the Town

Board finds that no violation occurred or finds grounds for not imposing any penalty, such finding shall be recorded and a copy provided to the acquitted accused violator.

12-5. APPEALS. Appeals of any decision made by the Town Board shall be filed at the Ramsey County District Court.

12-6. MISDEMEANOR PROSEUTION. Nothing in this Section shall prohibit the Town from seeking prosecution as a misdemeanor for any alleged violation of this Ordinance. If the Town elects to seek misdemeanor prosecution, no administrative penalty shall be imposed.

12-7. CONTINUED VIOLATION. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

SECTION 13. PENALTIES.

13-1. LICENSEES. Any licensee found to have violated this Ordinance, or whose employee shall have violated this Ordinance, shall be charged an administrative fee of \$200.00 for a first violation of this Ordinance; \$400.00 for a second violation at the same licensed premises within a twenty-four month period; and \$600.00 for a third or subsequent offense at the same location within a twenty-four month period. In addition, after the third offense, the license shall be suspended for not less than seven days.

13-2. OTHER INDIVIDUALS. Other individuals, other than minors regulated by Section 13-3, found to be in violation of this Ordinance, shall be charged an administrative fee of \$50.

13-3. MINORS. Minors found in unlawful possession of, or who unlawfully purchase or attempt to purchase, tobacco, tobacco products, or tobacco related devices, shall be referred to the White Bear Community Counseling Center.

13-4. MISDEMEANOR. Nothing in this Section shall prohibit the Town from seeking prosecution as a misdemeanor for any violation of this Ordinance.

SECTION 14. EXCEPTIONS AND DEFENSES. Nothing in this Ordinance shall prevent the providing of tobacco, tobacco products, or tobacco related devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this Ordinance for a person to have reasonably relied on proof of age as described by State law.

SECTION 15. SEVERABILITY. Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part held to be invalid.

SECTION 16. EFFECTIVE DATE. The Ordinance shall take effect and be in force from and after its passage and publication.

Passed by the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota, this 5th day of December, 2011.

APPROVED:

WILLIAM R. MAMPLE, Chairman

ATTEST:

WILLIAM F. SHORT, Town Clerk

Board of Supervisors.
WILLIAM R. MAMPLE, Chair
ROBERT R. KERMES, Supervisor
ED M. PRUDHON, Supervisor

Synopsis Published in the White Bear Press January 11, 2012

Historical Notes

2011

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 passed on December 5, 2011, and effective January 11, 2012 by Mample (Chair), Kermes and Prudhon; Short (Clerk).

2010

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 passed on December 20, 2010, and effective January 26, 2011 by Sand (Chair), Mample and Kermes; Short (Clerk).

1997

Ordinance, Title and Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 originally passed December 1, 1997, and effective December 17, 1997 by Weisenburger (Chair), Sand and Ford; Short (Clerk).



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 14

Subject: Public Works Director Report

Documentation: None

Action / Motion for Consideration:

Report at Meeting / Discuss



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 15

Subject: Code Enforcement Officer / Building Inspector Items

Documentation: None

Action / Motion for Consideration:

Report at Meeting / Discuss



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 16.a

Clerk-Treasurer Report

Subject: Hiring of Two Part-Time Administrative Interns

Documentation: Town Clerk Memo

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

TO: TOWN BOARD
FROM: PATRICK CHRISTOPHERSON
DATE: MARCH 21, 2019

SUBJECT: Hiring of Administrative Interns(2)

Folks-I would like to request the hiring of two summer administrative interns. Their primary focus of work will be working through establishing a records retention set up program so we can start to responsibly manage long term and short term documents, licenses, permits, A/R and A/P. After speaking with TK, we feel comfortable recommending/requesting this direction in that we still have our Administrative position open here in Township Hall that will have an impact on our budget considerably less than what we had anticipated. Initial offering in wages will be approximately \$10 (I will firm up that number in the next few days) working 20 hours a week per.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 16.b

Clerk-Treasurer Report

Subject: Administrative Office Upgrades - Update

Documentation: Town Clerk Memo /
SEH Proposal

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

TO: TOWN BOARD
FROM: PATRICK CHRISTOPHERSON
DATE: MARCH 21, 2019

SUBJECT: Administrative Offices CIP-Security Quote

We did work with SEH regarding their interest in helping us with the security re-evaluation of our Township Hall space and their quote is attached. If you recall, the TKDA quote was up to \$26,500. The options for the Board would remain in place; if you would like we can accept one of these two proposals, or I could put it out for a more formal bidding process. Keep in mind, we do have some logistical concerns in terms of timing as we would ultimately like to tie this with the larger CIP project within Township Hall.



Building a Better World
for All of Us®

March 23, 2019

RE: **Exhibit A-1**
Professional Services Fee Proposal for
Administrative Building Improvements

Mr. Patrick Christopherson
Town Clerk
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

Dear Mr. Christopherson:

Thank you for the opportunity to submit this Proposal for Professional Services for your proposed Administrative Building Improvements project. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced project. This proposal is based on providing building design and engineering services on a lump-sum fee basis that would take the project from project startup through completion of construction.

PROJECT UNDERSTANDING

White Bear Township would like to develop plans for replacement of interior building finishes and security upgrades to the existing Administrative Building located at 1281 Hammond Road, White Bear Township, MN. The project will include replacement of interior floor finishes, repair of damaged interior gypsum board walls and painting of interior walls. Security upgrades will include construction of new interior partitions in main lobby areas and modifications to the reception desk area to provide separation between public and staff areas of the building.

SCOPE OF SERVICES

SEH proposes to provide Project Design, Construction Document, Bidding and Construction Administration services for the proposed building improvements project.

Design Phase Services

Generation of detailed architectural, mechanical and electrical design and construction drawings and specifications. Construction document package will be prepared and certified for submitting to governing authorities for plan and agency reviews and issuance of permits, and for issuance to contractors for construction pricing. Final documents will be consistent with Owners requirements based on decisions and approvals made through the design phase of the project.

The following services are included in this phase:

- Develop two floor plan design options for security improvements for Owner review.
- Prepare two interior finish material and color options. Finish selection boards will be prepared for Owner review and selection.
- Attendance at two design review meetings with Owner to present and review design and finish options.
- Upon selection of preferred building design and finish selection by Owner, SEH will prepare construction document package to include the following deliverables:

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

- Project manual including front end and Technical specifications.
- Building code analysis for code compliance review and approval by Authorities Having Jurisdiction (AHJ).
- Architectural building floor and ceiling plans
- Wall sections and associated details
- Interior elevations and finishes
- Heating, Ventilation, and Air Conditioning (HVAC) plans, details and schedules for areas of the building being modified.
- Power and lighting plans and associated details for areas of the building being modified.
- Final Project Estimate of Probable Cost
- Final certified construction drawings and specifications at 100% completion

Bidding Assistance

Preparation of bid documents for distribution to bidding contractors. Assistance will be provided to administer the public bid process for contractor selection and generation of construction contracts.

Activities include:

- Issuance of advertisement for Bids and distribution of bid documents to bidding contractors. Cost of advertisement and plan distribution will be invoiced to the Owner as a reimbursable expense
- Responding to bidder's questions, providing clarifications to bid documents, and issuance of addenda as needed
- Review of Request for Substitution submissions
- Attendance at bid opening and compiling contractor bids for review
- Bid evaluation and preparation of recommendations for contractor selection
- Preparation of draft contracts for construction with selected contractor

Construction Administration

Provision of administration of the Contract between the Owner and the Contractor for the construction of the project. Activities include:

- Organizing and conducting Pre-Construction Meeting with the contractor
- Answering field questions and providing additional information to contractor as required during the course of construction
- Review and response to contractor-issued RFI's
- Review of shop drawings, product data and other submittals as designated by the contract documents
- Attendance of Architect at two (2) construction meetings conducted by the contractor.
- Review and certification of monthly contractor pay requests
- Conduct one (1) Punchlist inspection and generation of punchlist report for issuance of Certificate of Substantial Completion

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Building redesign efforts.
2. Value engineering
3. Programming and Space Needs Assessment
4. Renderings and 3-D Modeling
5. Energy Modeling
6. Noise abatement/Acoustical studies
7. Environmental testing and engineering
8. Structural Engineering services. It is assumed the building structural framing systems will not be modified or altered. Should structural engineering services be required these services can be provided as an additional service and fee as noted below.
9. Permitting fees and expediting services
10. Building commissioning and project closeout activities
11. Additional site visits beyond those outlined in this Project Scope

SCHEDULE

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The project schedule shall include allowances for periods of time required for Owner reviews and for approval of submissions by Authorities Having Jurisdiction over the Project.

PROJECT FEES

We propose to provide the professional services as defined in this proposal for a lump-sum fee of \$18,500 exclusive of reimbursable expenses.

Reimbursable expenses including, but not limited to, travel, printing, shipping, permitting fees, and miscellaneous expenses will be billed in addition to the above fees. Reimbursable expenses are estimated at approximately \$500, exclusive of permitting fees.

ADDITIONAL SERVICES

Changes to the project scope of work as defined above shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of the attached Agreement for Professional Services. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 651/490-2031, or at bbergstrom@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brian Bergstrom, AIA
Project Manager

Agreement for Professional Services

This Agreement is effective as of March 23, 2019, between White Bear Township, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Administrative Building Improvements.

Client's Authorized Representative: Patrick Christopherson
Address: 1281 Hammond Road
White Bear Township, MN 55110
Telephone: 651-747-2750 **email:** Pat.christopherson@whitebeartownship.org

Project Manager: Brian Bergstrom
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 651.490.2031 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Services: See attached Exhibit A-1.

Schedule: See attached Exhibit A-1.

Payment: See Exhibit A-1 for Lump-Sum Fee exclusive of reimbursable expenses.
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

By: 
Brian Bergstrom
Title: Associate / Project Manager

White Bear Township, MN

By: _____
Title: _____

Exhibit A-2
to Supplemental Agreement
Between White Bear Township, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 2019

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

document1

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number:

16.c

Clerk-Treasurer Report

Subject:

LGA / Urban Township Discussion

Documentation:

MN Department of Revenue Information

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Summary of Local Government Aid (LGA) Certified for 2019

Use of Formula Aid

For aids payable in 2019, the calculation of formula aid (aid increase) was the unmet need in the current year less the certified aid in the previous year, before special adjustments, multiplied by the aid gap percentage.

Minimum Aid Calculation

For aids payable in 2019 and thereafter, the total aid for a city must not be less than the amount it was certified to receive in the previous year minus the lesser of \$10 multiplied by its population, or five percent of its net levy in the year prior to the aid distribution.

Appropriation

The total LGA appropriation for aid payable in 2019 is \$534,398,012.

Data Used in LGA Calculations

The following is an explanation of the variables used to calculate your city's 2019 LGA certified amount certified on July 31, 2018.

Pre-1940 housing units: This is the total number of housing units in your city that were constructed before 1940 according to the 2016 Federal Census.

Housing Units 1940-1970: This is the total number of housing units built between 1940 and 1970 according to the 2016 Federal Census.

Total housing units: This is the total number of all housing units in your city (both vacant and occupied) according to the 2016 Federal Census.

Household Size: This is a city's average household size as reported by the State Demographer and Metropolitan Council.

Number of Employees: This is the average number of annual employees from the quarterly census of employment from the Department of Employment and Economic Development.

Peak population decline: This is a city's population decline (if any) from its highest population in a decennial census from 1970 or later.

Sparsity Adjustment: For a city with a population of 10,000 or more, the sparsity adjustment is \$100 per capita for any city with an average population density less than 150 per square mile. The sparsity adjustment for small and medium cities is equal to \$200 per capita for cities with a population density of less than 30 per square mile.

Tax Effort Rate: This is the net levy for all cities divided by the sum of the city net tax capacity for all cities. The tax effort rate is the same for all city calculations.

City Revenue Need

City revenue need is defined in three separate calculations based on population.

Small Cities

The formula for cities with a population less than 2,500 (small cities) is:

- 1) $410 + (.367 \times \text{Population over } 100) + \text{Sparsity Adjustment}$

The city revenue need for cities with a population less than 2,500 cannot be over \$630 per capita. For cities with a sparsity adjustment, the city revenue need cannot be over \$830 per capita.

Medium Cities

The formula for cities with a population between 2,500 and 10,000 (medium cities) is:

1.15 multiplied by the sum of:

- 1) Pre-1940 Housing Percentage X 5.026
- 2) Minus Household Size X 53.768
- 3) Peak Population Decline X 14.022
- 4) Lines 1-4 + 572.62
- 5) Plus the Sparsity Adjustment

Large Cities

The expenditure formula for cities with a population of 10,000 or more (large cities) includes the following variables multiplied by the respective coefficients:

1.15 multiplied by the sum of:

- 1) Pre-1940 Housing Percentage X 4.59
- 2) Housing 1940-1970 Percentage X .622
- 3) Jobs per capita X 169.415
- 4) Sparsity Adjustment
- 5) Lines 1-4 + 307.664

Transition Factors

The formula provides for a transition mechanism for cities between the three need formulas.

Small to Medium Cities

For cities with a population of at least 2,500 but less than 3,000 the city revenue need is equal to (1) the transition factor times the medium city revenue need, plus (2) 630 times the difference between one and the transition factor.

For the purposes of revenue need the transition factor is .2 percent times the amount that the city's population exceeds the minimum of its size threshold.

Medium to Large Cities

For cities with a population of at least 10,000 but less than 11,000 the city revenue need is equal to (1) the transition factor times the large city revenue need, plus (2) the medium city revenue need times the difference between one and the transition factor.

For the purposes of revenue need the transition factor is .1 percent times the amount that the city's population exceeds the minimum of its size threshold.

Unmet Need

Unmet need is the difference between (1) its city revenue need multiplied by its population, and (2) its city net tax capacity multiplied by the tax effort rate.

Formula Aid

The formula aid (aid increase) for a city is equal to the difference between its current unmet need and its certified aid in the previous year, minus special adjustments, multiplied by the aid gap percentage.

Certified Aid Adjustments

MS 477A.013, Subd. 13, provides for one aid adjustment to the formula.

- The city of Mahnommen will receive an extra payment of \$160,000 annually.

Certified LGA Distribution

This is the sum of previous year certified aid, formula aid, and certified aid adjustments. For cities where unmet need is lower than previous year aid, they receive their unmet need amount, subject to the minimum aid cap.

Certified LGA Payment Dates

LGA payable in 2019 will be paid to qualifying cities on July 20, 2019 and December 26, 2019.

Questions?

Questions regarding 2019 Local Government Aid should be directed to

proptax.admin@state.mn.us

or

Bill Sparks

bill.sparks@state.mn.us

(651) 556-6095

MS, Section 477A.014, subdivision 2, provides that a government unit may object to the amount of aid that the Department of Revenue has determined for it. No objection may be raised later than 60 days after receipt of certified LGA notice. Objections should be addressed to Director, Property Tax Division, Minnesota Department of Revenue, Mail Station 3340, St. Paul, MN 55146-3340.

Summary of Town Aid Certified for 2019

A total of \$10,000,000 is appropriated for Town Aid in 2019. Town Aid is calculated by multiplying a statutorily provided constant by three factors. In the event the total calculated exceeds \$10,000,000, all aid amounts are reduced proportionately to reach \$10,000,000. The three factors are:

- I. Agricultural Property Factor
- II. Area Factor
- III. Population Factor

I. Agricultural Property Factor

The agricultural property factor is the ratio of adjusted net tax capacity of agricultural property located in a town, to the adjusted net tax capacity of all other property located in the town. Agricultural property includes homestead and nonhomestead agricultural property, rural vacant land, and

noncommercial seasonal recreational property. Each town's final agricultural factor cannot exceed eight.

II. Area Factor

The area factor is the most recent estimate of a town's total acreage. This amount includes both land and water acreage. The area estimate is current as of July 1, 2018, to include all annexations and detachments. The final area factor is simply each town's acreage, but the maximum number of acres allowed for this factor by statute is 50,000.

III. Population Factor

The population factor is calculated by taking the square root of each town's total population.



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 17 - 18

Subject: Open Time

Added Agenda Items

Action / Motion for Consideration:



**Town Board Executive Meeting
March 29, 2019**

Agenda Number: 19 – 20

Subject: Receipt of Agenda Materials / Supplements
Adjournment

Action / Motion for Consideration:

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