



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, DECEMBER 14, 2021
7:00 P.M. IN THE COUNCIL CHAMBERS

Please note: Land Use agenda items come after Ordinance agenda items this evening.

1. CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIENCE

2. APPROVAL OF MINUTES

A. Minutes of the Regular City Council Meeting on November 23, 2021

3. APPROVAL OF THE AGENDA

4. VISITORS AND PRESENTATIONS

A. Proclamation for Mayor presented by Rep. Wazlawik

B. Recognition of City Manager Ellen Hiniker

C. Welcoming and Inclusive Community Task Force

D. Wellhead Protection Plan

5. PUBLIC HEARINGS

A. Truth in Taxation Hearing

a. Resolution adopting the Revised 2021 Budget and Proposed 2022 Budget

b. Resolution adopting the 2021 Tax Levy, collectible in 2022

c. Resolution committing fund balances for specific purposes

d. Resolution authorizing City Contributions toward Employee and Volunteer Recognition Programs as presented in the 2021 and 2022 Budgets

e. Resolution authorizing and acknowledging City involvement in promoting business and cultural activities in White Bear Lake as presented in the 2021 and 2022 Budgets

B. Resolution approving 2022 Position and Classification Plan

C. General Obligation Capital Improvement Bonds

6. UNFINISHED BUSINESS

- A. Resolution reaffirming denial of the 5th Avenue Vacation and vacating three portions of the same 5th Avenue Right-of-Way

7. ORDINANCES

- A. Second Reading – A request by Division 25, LLC for a text amendment to Sign Code Section 1202.040, Subd.2, to allow billboards. (Case No. 21-2-Z)
 - a. Consider adopting the Ordinance
 - b. Adopt the Summary Resolution to facilitate publication
- B. Second reading an Ordinance setting the 2022 Fee Schedule
 - a. Consider adopting the Ordinance
 - b. Adopt the Summary Resolution to facilitate publication

8. LAND USE

A. Consent

1. Consideration of a Planning Commission recommendation for approval of a request by Aaron Briggs for a Special Home Occupation Permit at 1919 4th Street (Case No. 21-3-SHOP).
2. Consideration of a Planning Commission recommendation for approval of a request by Reid Larson for a setback variance at 18XX Clarence Street (Case No. 21-21-V).
3. Consideration of a Planning Commission recommendation for approval of a request by Division 25, LLC for a Conditional Use Permit and variance for a billboard at 4650 Centerville Road (Case No. 21-5-CUP).

B. Non-Consent

Nothing scheduled

9. NEW BUSINESS

- A. Resolution authorizing City Manager to execute 2022 contract with Northeast Youth and Family Services
- B. Resolution authorizing City Manager to execute a contract with CentralSquare Technologies for Record Management Services

10. HOUSING AND REDEVELOPMENT ASSOCIATION

- A. Call to Order / Roll Call
- B. Approval of the January 12, 2021 HRA Meeting Minutes
- C. Resolution not waiving the monetary limits on Municipal Tort Liability established by Minnesota Statutes 466.04 for Housing and Redevelopment Authority
- D. Adjournment

11. CONSENT

- A. Acceptance of Minutes: October Environmental Advisory Commission; October Park Advisory Commission; October White Bear Lake Conservation District; November Planning Commission
- B. Resolution accepting work and authorizing final payment to T.A. Schifsky & Sons for the Completion of 2021 Pavement Rehabilitation Project, City Project Nos.: 21-01, 21-04, 21-06, 21-13
- C. Resolution not waiving the monetary limits on Municipal Tort Liability established by Minnesota Statutes 466.04
- D. Resolution authorizing a lease agreement with Ramsey Washington Suburban Cable Commission
- E. Resolution authorizing a lease agreement with Comcast

12. DISCUSSION

Nothing Scheduled

13. COMMUNICATIONS FROM THE CITY MANAGER

14. ADJOURNMENT



**MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, NOVEMBER 23, 2021
7:00 P.M. IN THE COUNCIL CHAMBERS**

1. CALL TO ORDER AND ROLL CALL

Chair Kevin Edberg called the meeting to order at 7:00 p.m. The clerk took attendance for Councilmembers Doug Biehn, Kevin Edberg, Steven Engstran, and Bill Walsh. Mayor Emerson and Councilmember Dan Jones were excused. Staff in attendance were City Manager Ellen Hiniker, Community Development Director Anne Kane, Housing and Economic Development Coordinator Tracy Shimek, City Clerk Kara Coustry and City Attorney Troy Gilchrist.

PLEDGE OF ALLEGIENCE

2. APPROVAL OF MINUTES

A. Minutes of the Regular City Council Meeting on November 9, 2021

It was moved by Councilmember **Biehn** seconded by Councilmember **Engstran**, to approve the Minutes of the November 9, 2021 City Council meeting as presented.

Motion carried unanimously.

3. APPROVAL OF THE AGENDA

It was moved by Councilmember **Walsh** seconded by Councilmember **Engstran**, to approve the Agenda as presented.

Motion carried unanimously.

4. VISITORS AND PRESENTATIONS

Nothing scheduled

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

A. Consent

1. Consideration of a resolution granting a one year time extension for a preliminary plat at 1800 County Road E (Blustone Villas – Case No. 20-1-P). **Resolution No. 12885**

It was moved by Councilmember **Biehn** seconded by Councilmember **Engstran**, to approve the Land Use Consent Agenda as presented.

Motion carried unanimously.

B. Non-Consent

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution requesting the Metropolitan Council to pause planning activity on the Purple Line

It was moved by Councilmember **Walsh** seconded by Councilmember **Engstran**, to adopt a resolution requesting the Metropolitan Council to pause planning activity on the Purple Line.

Councilmember Walsh began by explaining there have been many small votes by the Council related to the Purple Line, but never a vote on whether the City wants the project. This summer the Legislature passed a provision that the University of Minnesota Center Transportation Studies assess ridership of all transit systems post COVID. He listed the items to be studied per the legislation, the results of which are due by February 2023:

1. Analysis and projections on anticipated changes in ridership
2. Demand for different modes and forms of active ad public transportation
3. Transit service levels and features
4. Revenues and expenditures
5. Long term impacts

It is Councilmember Walsh's belief that the Metropolitan Council should pause the Purple Line for this study and the ridership numbers. He also believes that the University of Minnesota Transportation Studies staff will work diligently, but fairly, to show ridership in order to make it work. He explained that this data is what should be used when they apply for the federal grant, which has its own requirements for ridership. Having these numbers will help determine whether or not to award \$500 million for the Purple Line, and this resolution is asking the Metropolitan Council to pause for those numbers.

Councilmember **Biehn** moved an amendment to the resolution that in addition to ridership, the Metropolitan Council also reassess cost effectiveness, environmental benefits, congestion relief, land use and economic development in its final application to the Federal Transit Administration (FTA) for funding. Councilmember **Walsh** seconded for purposes of discussion.

Councilmember Walsh expressed his appreciation for the addition of the other criteria to the resolution, but explained that Councilmember Biehn's amendment does not ask the Metropolitan Council to do anything it doesn't already have to do as part of the process. He noted that by

removing the ask for a pause, all the amendment does is encourage the Metropolitan Council to continue with its planning. He disagreed and said it is appropriate for cities to voice their opinions to the Metropolitan Council, and he believes that residents of our City would like to pause this project.

Councilmember Biehn understood that the only thing being done on this project at this time is this study, so if they would agree to pause they cannot do the evaluation for which a grant has already been received and has no mechanism for pause. He wanted to ensure that the results of the University study are incorporated into Metropolitan Council's submission to the Federal Transportation Administration for the final analysis on whether this project is viable.

Councilmember Edberg asked Councilmember Walsh what "pause" means to him. Councilmember Walsh said, "It means we are listening to the people we represent." He explained that the message he has been getting is to stop this project. He indicated that this request for a pause is a bit of a compromise.

This is not the City's project, Councilmember Edberg explained, and the Legislature has placed matters of regional transit in a body that is not the City. He believed it is the City's responsibility to hold them accountable as they continue to do their work. He did not believe it is the City's authority to make regional transit determinations.

Councilmember Walsh shared believes a Municipal Consent vote to be within the limits of City's authority, stating it has been past practice of the Metropolitan Council to obtain Municipal Consent votes from cities along transit corridors. He would have put forward a Municipal Consent vote in the first place, but compromised with this request for a pause.

Chair Edberg called for a roll call vote on the amended resolution.

Biehn - aye

Walsh - nay

Engstran - nay

Edberg - aye

Motion failed 2:2.

As a means to support his stance, Councilmember Biehn laid out the following ten corrections to misinformation related to the Purple Line (aka Rush Line) BRT Project:

First, he indicated that he has heard the statement that Rush Line has been misnamed because it will take approximately 45 minutes to get from here to downtown St. Paul. His response to this was:

- 1) Rush Line was named because Rush City was its original terminus. Soon after being formed in 1998, the terminus was extended to Hinckley.
- 2) In addition, Rush Line is an 80-mile corridor, with the first portion from St. Paul to White Bear Lake being renamed through Metro Transit as the Purple Line.
- 3) It is not uncommon to spend 45-minutes in rush hour traffic, which does not rush either, to get to downtown St. Paul. At least on the BRT you can use that time spending 45 minutes to work, read or catch up on personal business.

Second, he has heard that Rush Line is being rushed without public input. His response to this was:

- 1) The Rush Line Task Force was established in 1998.

- 2) During the past 23 years there have been many, many open houses, hearings, public information meetings, presentations, surveys and other opportunities for public input.
- 3) The White Bear Press has carried announcements and provided coverage over the last two decades regarding these discussions.

Third, he has heard that residents' concerns were not taken seriously. His response to this was, numerous changes have been made over the years to address residents' preferences.

- 1) For example, it was changed from light rail to electric-battery powered buses, so it would be clean, quiet, less disruptive during construction and be more economical for projected ridership.
- 2) Stations have been relocated and redesigned to preserve and enhance our beautiful downtown.

Fourth, he has heard that the Bruce Vento trail will be destroyed. His response to this was:

- 1) For decades the development of the Bruce Vento Trail and the Rush Line corridor have been tied together. They are both part of Bruce Vento's legacy as a great environmental leader who was dedicated to reducing pollution and protecting our environment.
- 2) For twenty years there have been signs on the Bruce Vento Trail noting that it is aligned with a future transit corridor.
- 3) Under the leadership of our Metropolitan Council representative Sue Vento, the extension of the Bruce Vento Trail into White Bear Lake is part of Rush Line.

Fifth, he had heard that the Rush Line will bring crime to White Bear Lake. His response to this was:

- 1) It would be ironic to expect criminals to travel to White Bear Lake to commit a crime and to wait for an electric bus to escape. Not even taking into consideration that the bus route is known, and the bus will have video cameras observing the bus interior.

Sixth, he has heard that the dedicated buses will be diesel powered rather than electric. His response to this was:

- 1) The Metro Purple Line bus fleet will be electric battery powered vehicles from day one when it is scheduled to begin operations in 2026, at the soonest.

Seventh, he has heard that the impact of the pandemic on ridership has not been considered. His response to this was:

- 1) The Federal Transit Administration has detailed requirements regarding ridership, the environment, economic impact, congestion relief, and cost effectiveness.
- 2) The Metropolitan Council's job is to continually re-evaluate all transit projects to meet or exceed the requirements. They are doing their job.
- 3) It is fully expected that re-evaluation will result in changes during the next phases of the project, just as they did during the phases leading up the transition to the Metropolitan Council.

Eighth, he has heard that the money for the project could be spent for other things in the community. His response to this was:

- 1) The money cannot be spent on other things in our community. The funding is dedicated to transit projects that meet all federal requirements; if not in our community, then it will be spent on transit projects in another community.

Ninth, he has heard that there will not be enough ridership, and that there will be too many people coming into our downtown. His response to this was:

- 1) What mathematical trick simultaneously has too few and too many riders?
- 2) Ridership projections are continually being studied and the level of service will be designed to meet the demand.

Tenth, The proposed resolution calls for the Metropolitan Council to pause activity on the Purple Line until the legislatively mandated study is complete and such data is incorporated into the updated ridership forecasts. His response to this was:

- 1) This vote has no legal effect.
- 2) The Metropolitan Council is legally required to use a \$1.25 million grant to evaluate ridership, the environment, economic impact, congestion relief, and cost effectiveness prior to submitting for final approval.
- 3) The Metropolitan Council makes the decisions on this matter. White Bear Lake can, and should, influence the project to move it forward in a way that is best for our community.

While respecting Councilmember Walsh's right to put forward a future resolution of Municipal Consent, Councilmember Edberg did not support the resolution to pause, primarily because this is not the City's project. He intended to let the Metropolitan Council do its job while encouraging folks to direct their concerns to those having authority over the project. He was amenable to a resolution that sets certain standards for this project and that expresses expectations that the Metropolitan Council and FTA manage this project in a cost conscientious manner using data to inform decisions along the way.

Chair Edberg called for a roll call vote on the original motion.

Engstran - aye

Walsh - aye

Biehn - nay

Edberg - nay

Motion failed 2:2.

B. Resolution accepting Housing Task Force Recommendations Report

Gretchen Nichols of Local Initiatives Support Corporation noted her work with Barbara Raye from The Center for Policy Planning in support of the Housing Task Force throughout this process. She introduced members of the Housing Task Force whose work since April has led to a report of housing recommendations. The objective of this effort, she described, was to provide a community informed plan to help guide the Council in creating Housing policies and priorities that balance tension between evolving housing needs with the desire to retain the character of the community. Ms. Nichols explained that members of the task force were selected to represent a diverse group of community stakeholders and community input and outreach continued throughout this effort with two Community Housing Forums, a booth at Marketfest, the community Housing Survey, direct marketing and media.

Various members of the Task Force provided an overview of the Housing Report which was derived through community consensus building.

The following four goals were identified:

1. Create an Affordable Housing Trust Fund to provide needed resources to meet housing goals.
2. Address the growing need for affordable housing options.
3. Support a range of lifecycle housing options.
4. Update development pre-application review process.

The following four guiding principles were established to measure the success of housing investments and developments, which will ensure the character and charm of White Bear Lake is maintained.

1. Healthy communities through safe and stable housing that is convenient to services and amenities.
2. Prosperity with access to workforce by businesses and access to jobs by community members. Housing is affordable, allowing for spending beyond rent/mortgage.
3. Authenticity reflects the values, history and culture, while contributing to a sense of belonging.
4. Sociability - design that encourages neighborhood interactions, such as front porches allowing for eyes on the street and social interaction.

Investing in affordable housing in the community offers a return on investment for the entire community. The Housing and Redevelopment Authority (HRA) and through sale of City land, monies could be used to establish an affordable housing trust fund. Such a fund could incentivize developers through grants or fund additional housing programs. Tax Increment Financing is another potential tool.

The following Program & Policy Recommendations were presented:

- Establish affordable housing goals and priorities.
- Encourage and invest in production of new affordable housing options (rental & ownership)
- Preserve existing affordable housing: Naturally Occurring Affordable Housing (NOAH) and subsidized owned and rented.
- Investigate and enact renter protections.
- Encourage and invest in housing preservation.
- Encourage and ensure sustainability and walkability.

Change is hard for communities, so to ensure that development proposals are in line with the City's housing goals and needs, and to enhance the public review process, a pre-application review process would implemented for certain redevelopment infill proposals. **Developments that require a reguiding, rezoning or request public financing would follow this new pre-application process:**

- Submit site plan to the City's Planning Department for initial staff review and zoning analysis.
- New - Present preliminary concept in a City Council meeting for feedback and direction to applicants and staff.
- Notifications.
- Hold neighborhood meetings.

- New - Primary conception presented to a Housing and Redevelopment Advisory Commission for review and feedback whether the proposal is in line with the City's goals and Comprehensive Plan.
- New - Returns back to the Council for one more review prior to applicant submitting a Formal Application.

The Housing Task Force Committee identified publicly owned sites for pursuing housing development opportunities. Such projects should diversify current housing stock to meet changing community needs.

Key Takeaways from the Housing Task Force:

- White Bear Lake needs affordable housing and the City should take an active role in addressing the need.
- New lifecycle housing options are very important for the community.
- Partnerships with local organizations and engagement with the community to build awareness about the need for housing.

The Housing Task Force identified the following near term actions.

- Further discussion of these recommendations at the Council Work Session.
- Implement updated development pre-application review process.
- Update the zoning code.
- Actively pursue projects that meet City's housing needs.

Councilmember Walsh asked whether zoning regulations were an impediment to developers. Ms. Kane was familiar with the Home Builders Association study but explained that White Bear Lake has considerably smaller lots with minimal setbacks as a result of historical development patterns, and development fees are comparatively low. In the report, Councilmember Walsh indicated that he liked the creativity of inviting a competition among developers to submit proposals for use of publicly owned land. He also liked the pre-application which puts these communications out to the public quicker. He challenged, however, the role of government regarding prosperity in which tax payers pay for homes for others.

While campaigning, Councilmember Biehn observed much more multi-family housing and believed that permitting this to occur, if it isn't already, is one way to make housing more affordable. He expressed appreciation for the City's efforts to acquire land for redevelopment/development, but would like consideration given to commercial developments as well. Lastly, he encouraged an ongoing commitment to spread affordable housing throughout the community.

Councilmember Edberg asked if the City was overbuilt with regard to senior housing. He explained, there is value in the life experience of seniors and the savings and a lifelong accumulation of connections and resources in the community to be balanced with future housing needs, and perhaps on a regional basis. He said, the greatest economic value to the community is schools, which attract young families that spend money in the community. With regard to the affordability of housing, he said, somehow it needs to be taken out of the market, perhaps through land trusts or limited equity finance. He would like more thought on long term sustainability rather than one-cycle buydowns.

Ms. Nichols relayed that at the first Housing Task Force Community Forum, the City of Edina shared a program in which people could work with the city to preserve the single family home for sale as affordable housing in lieu of it being purchased to be torn down and redeveloped as a larger and more expensive single family home.

It was moved by Councilmember **Walsh** seconded by Councilmember **Biehn**, to adopt **Resolution No. 12886** accepting Housing Task Force Recommendations Report.

Motion carried unanimously.

Councilmember Edberg thanked the Housing Task Force Policy Committee for their commitment and engagement.

C. Resolution authorizing City Manager to execute contract with Kraus-Anderson for Construction Management Services for the Public Safety Building Project

City Manager Hiniker reported that as a result of Council action on October 12, staff sought proposals for Construction Management Services for the Public Safety Building Project. She explained that as a result of applications and interviews, staff selected Krause Anderson (KA) as the preferred Construction Manager advisor. In that role, KA would act as the City's advocate on the construction site, manage the contractors, the budget and daily construction activity.

It was moved by Councilmember **Engstran** seconded by Councilmember **Biehn**, to adopt **Resolution No. 12887** authorizing City Manager to execute contract with Kraus-Anderson for Construction Management Services for the Public Safety Building Project.

Motion carried unanimously.

D. Resolution authorizing internal loan for energy performance project

Ms. Hiniker recalled that at the October 12th meeting, Council approved a resolution authorizing the City to enter into a Guaranteed Energy Performance Contract with Trane Technologies to execute project recommendations identified through the energy performance audit conducted at the Sports Center, as well as a citywide lighting analysis. Through consultation with staff and Ehlers, rather than bonding for this, Ms. Hiniker proposed financing remaining costs of the energy performance contract through an internal loan from the Economic Development and Non-Bonded Funds over a 15-yr period at a 1.5% interest rate, (\$641,250 & \$213,750, respectively). The internal loan would be paid back through a portion of the guaranteed energy savings realized from the improvements, which had already been contemplated as the source of revenue for any debt service related to a bond issuance.

It was moved by Councilmember **Biehn** seconded by Councilmember **Engstran**, to adopt **Resolution No. 12888** authorizing internal loan for energy performance project.

Motion carried unanimously.

E. Resolution approving reimbursement resolution for energy performance project

In relation to previous agenda item 9D, staff further recommends that the Council adopt a reimbursement resolution to maintain the option to bond for these costs for up to three years in the event the City Council determines liquidity of these funds is a more immediate priority.

Council will have an opportunity to again review and discuss these and other non-operating funds at its annual long-range financial planning work session next spring. Adoption of a reimbursement resolution would allow the City flexibility to bond for expenses related to the Energy Performance Contract for up to three years.

It was moved by Councilmember **Engstran** seconded by Councilmember **Biehn**, to adopt **Resolution No. 12889** approving reimbursement resolution for energy performance project.

Motion carried unanimously.

- F. Resolution approving 2022 Union Contract with Law Enforcement Labor Services; Police Sergeants

City Manager Hiniker reported this contract is the same and similar to other contracts with a 3% increase on January 1st with 1% increase mid-year; 75% of the health insurance increase would be covered by the City, with 25% of the increase being covered by the employee. She noted that the start step has been removed. She said Martin Luther King Jr. would be added as a paid holiday as well as Juneteenth following adoption by the State.

It was moved by Councilmember **Biehn** seconded by Councilmember **Engstran**, to adopt **Resolution No. 12890** approving 2022 Union Contract with Law Enforcement Labor Services; Police Sergeants.

Motion carried unanimously.

10. CONSENT

- A. Resolution approving a lease agreement with Verizon at Centerville Road Water Tower Site. **Resolution No. 12891**
- B. Resolution approving a lease agreement with Verizon at Miller Avenue Monopole Site. **Resolution No. 12892**
- C. Resolution approving a lease agreement with Verizon at Century Avenue Water Storage Site. **Resolution No. 12893**
- D. Resolution approving a lease with White Bear Dance Center at 2446 County Rd F E. **Resolution No. 12894**
- E. Resolution approving a lease with the White Bear Lake Area School District at 2446 County Rd F E. **Resolution No. 12895**
- F. Resolution certifying private property assessment for recovery of city expenses. **Resolution No. 12896**
- G. Resolution correcting one year assessment payback to ten year payback period. **Resolution No. 12897**

It was moved by Councilmember **Walsh** seconded by Councilmember **Engstran** to approve the consent agenda as presented.

11. DISCUSSION

Nothing scheduled

12. COMMUNICATIONS FROM THE CITY MANAGER

- Truth and Taxation Hearing – December 14, 2021 City Council meeting
- Staff have been meeting with incoming City Manager Lindy Crawford
- Brief report by the Welcoming and Inclusive Task Force – December 14, 2021
- Community Development Director Kane mentioned many items on the last Planning Commission meeting of the year, which will be coming to the Council on December 14.

13. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Biehn** seconded by Councilmember **Walsh** to adjourn the regular meeting at **8:57** p.m.

Motion carried unanimously.

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and Council
From: Ellen Hiniker, City Manager
Date: December 10, 2021
Subject: Welcoming and Inclusive Community Task Force

In February 2021, Mayor Emerson appointed an 18-member Task Force to develop a narrative around the following questions:

- What does it mean to be a Welcoming & Inclusive Community?
- Do residents have a sense of belonging and what is the City's role to further foster a sense of community?

Furthermore, as articulated in the Task Force's statement of purpose, access to municipal services and community assets must be inviting to all. This demands that there is no disparity of access based on longevity as a member of this community, nor on race, culture, age, sexual orientation, gender, physical ability, socio-economic status, or any other characteristic.

The Task Force was asked to guide the City through an engagement process in search of the community's response to these questions and summarize its findings in a report that includes recommendations for ways the City can further its commitment to fostering a welcoming and inclusive community. The Task Force has begun to synthesize information gathered through an online survey, discussions through an on-line community conversations platform, feedback from community youth, and conversations shared during the 5-part Community Conversations on Race series. The report will be complete by the end of January, 2022 for presentation to the City Council at its February 8 meeting. Meanwhile, as December 14 will be Mayor Emerson's last meeting, the Task Force would like summarize a few initial take-aways.



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Paul Kauppi, Public Works Director/City Engineer

Date: December 14, 2021

Subject: **Wellhead Protection Plan – Part I Amendment
Public Information Meeting**

In 2012, the Minnesota Department of Health approved the City of White Bear Lake’s Wellhead Protection Plan. The State of Minnesota Wellhead Protection Rules requires reviewing and amending the Wellhead Protection (WHP) Plan every 10 years.

The Engineering Department, in conjunction with the Public Works Department, the Minnesota Department of Health (MDH), and an engineering consultant, has completed the first part of amending the City’s WHP Plan. Amending the WHP Plan is a 2-part process, which takes about two years to complete. Part I identifies the area that provides the source of drinking water. Part II develops land use and management practices to protect our groundwater resources from contamination.

The City of White Bear Lake water system provides safe, clean drinking water to approximately 30,000 residents and businesses in White Bear Lake and Birchwood. The source of this water is four wells that pump water from aquifers that are 500 feet in the ground.

Drinking water sources are vulnerable to contamination that can cause a community significant expense and threaten public health. Water is a shared resource, and individuals, citizen groups, and local communities can participate in many activities to help protect their drinking water sources. A very clear benefit of wellhead protection is the emphasis on the prevention of drinking water contamination versus the remediation of a contaminated drinking water supply. The cost of prevention is less than the cost of remediation.

What is wellhead protection? — *Wellhead protection is a means of protecting public water supply wells by preventing contaminants from entering the area that contributes water to the well or well field over a period of time.*

The wellhead protection area is determined by using geologic and hydrologic criteria, such as the physical characteristics of the aquifer and the effects which pumping has on the rate and direction of groundwater movement. A management plan is developed for the wellhead protection area that includes inventorying potential sources of groundwater contamination,

monitoring for the presence of specific contaminants, and managing existing and future land and water uses that pose a threat to groundwater quality.

Both phases of the plan amendment require the services of a consultant familiar with groundwater hydrology and geology. On March 23, 2021, the City Council awarded a contract to WSP USA, Inc. in the amount of \$15,237. WSP has completed over forty Part I Wellhead Protection Plans and Amendments.

Part I documents the technical information necessary to prepare Part II of the wellhead protection plan that will help ensure an adequate and safe drinking water supply for the City of White Bear Lake. It documents the delineation of the wellhead protection area (WHPA), the drinking water supply management area (DWSMA), and the vulnerability assessments for the public water supply wells and DWSMA.

- The fundamental goal of wellhead protection (WHP) is to prevent contaminants from entering public wells. To accomplish this goal, public well owners must first determine where the water supplying their well(s) is coming from — this area is called the WHP area (WHPA). It can also be thought of as the recharge area to the public well and is ultimately the area to be managed by the WHP plan. The process used to determine the WHPA boundaries is called *delineation*. An accurate WHPA delineation is critical to the overall success of the WHP plan.
- After the WHPA boundaries are determined, the next step is to delineate the boundaries for the drinking water supply management area (DWSMA). The DWSMA is the geographic area, including the WHPA, which is to be protected and managed by the WHP plan. Water suppliers are required to use geographic landmarks, such as roads and property lines, to map the boundaries of the area so that it is identifiable to the general public.
- Vulnerability refers to the susceptibility of a water supply to contamination from activities at the land surface. Vulnerability assessments are important for identifying wells that should receive priority for source water protection efforts.

Part I of the WHP was approved by the Minnesota Department of Health on October 5, 2021. State Statute requires this public information meeting as part of the WHP development process. The Engineering Department will next prepare and publish a Request For Proposals (RFP) for consulting services for the second phase of the plan. \$25,000 is included in the 2022 budget within the Water Distribution Fund for amending Phase II of the plan. The preparation of the WHP, like other City planning documents (Comprehensive Plan, Strategic Plan, Local Water Management Plan, etc.) will require the time and resources of multiple departments, technical consultants, the City Council, advisory commissions, and residents. Amending the second part of the plan will take place over the next year, with a required completion date of no later than September 1, 2022.

Please forward this memo to the City Council for its information. John Oswald with the Minnesota Department of Health will attend the December 14th, 2021 City Council meeting to review our Wellhead Protection Plan amendment. NO ACTION NEEDED.

ATTACHMENTS

Wellhead Protection Plan – Part I Amendment



PART I WELLHEAD PROTECTION AMENDMENT CITY OF WHITE BEAR LAKE, MINNESOTA

CITY OF WHITE BEAR LAKE

PROJECT NO.: 31401409.007
DATE: JUNE 2021

WSP
SUITE 800
520 NICOLLET MALL
MINNEAPOLIS, MN 55402

TEL.: +1 612 371-0443
FAX: +1 612 371-4410
WSP.COM

SIGNATURES

PREPARED BY



6/24/2021

John Oswald
Lead Environmental Engineer



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1 EXECUTIVE SUMMARY

WSP USA Inc. (WSP) developed a Part 1 Wellhead Protection Plan (WHP) Amendment for the City of White Bear Lake, Minnesota (City). The work was performed in accordance with the Minnesota WHP Minnesota Rule (MR), parts 4720.5100 to 4720.5590.

The results of the development of this WHP Plan Amendment are presented in the following text, Tables 1 through 6, Figures 1 through 11, and Appendices A through C.

This report presents delineations of the wellhead protection area (WHPA) and drinking water supply management area (DWSMA), as well as the vulnerability assessments for the public water supply wells and DWSMA. Figure 9 shows the boundaries of the WHPA and the DWSMA. These are based on WHPAs for the City's four wells that are defined by a 10-year time of travel. Figure 9 also shows the emergency response areas (ERA), which are defined by a 1-year time of travel. Definitions of rule-specific terms that are used are provided in the "Glossary of Terms".

This report also lists the technical information that was used to prepare this portion of the WHP Plan in accordance with the MR. Information pertaining to the Determination of Aquifer Properties - Aquifer Test Plan (DAP-ATP) and the well vulnerability sheets can be obtained from the Minnesota Department of Health (MDH).

Information about the City's wells and the hydrogeology in the area were obtained from the City or from other studies in the area. This information and the numerical groundwater modeling code, MODFLOW, were used to complete the delineation of the recommended WHPA, which was determined by combining the modeled or simulated groundwater capture zones for a 10-year time of travel over several sets of model boundary conditions and combining those with capture zones representing the fracture-flow capture area for each well. All completed work inside the model domain, referred to hereafter as the study area, resulted in the creation of composite capture zones, which are the boundaries of the recommended WHPA.

The City gets its water from the Prairie du Chien (OPDC), Jordan (CJDN), Wonewoc (CWOC), and Mt. Simon (CMTS) aquifers. Well No. 1 is completed solely in the CJDN aquifer, Well No. 2 is completed in the CWON and CMTS aquifers and Wells No. 3 and 4 are completed in both the OPDC and CJDN aquifers. In the model area, the flow direction is generally from east northeast toward west southwest.

The City Wells are in an area where the long-term direction of groundwater flow is unlikely to change significantly. Groundwater flow across the area is primarily from recharge areas northeast of the study area toward the Mississippi River. Even under extreme conditions, this general flow direction would likely remain the same. The capture zones produced in this study substantially agree with those from the earlier Part 1 wellhead protection model. The primary uncertainties associated with the water supply are related to the amount of fracture flow within the OPDC aquifer and the variability in the hydraulic conductivity of OPDC and CJDN of the aquifers.

To help understand these uncertainties, a sensitivity and uncertainty assessment was also completed and is included in this report. The vulnerability of the aquifers, as determined by the geologic sensitivity analysis, is low to moderate near the City. The presence of low conductivity layers near the surface in the area of the City Wells provides some protection, but relatively high tritium detections at Wells 1, 3, and 4 indicate higher vulnerability than would be expected. Well No.2, in the much deeper Mt. Simon aquifer, has many more protective barriers between the aquifer and the surface and vulnerability of that aquifer is considered very low.

It is recommended that the City continue to sample all of their wells for tritium. This will indicate the relative age of the water each of the wells is producing and provide information as to its source.

2 INTRODUCTION AND BACKGROUND

WSP USA Inc. (WSP) has developed a Part 1 Wellhead Protection (WHP) Plan Amendment for the City of White Bear Lake (City), public water supply identification number 1620024). The work was performed in accordance with the Minnesota WHP Minnesota Rule (MR), parts 4720.5100 to 4720.5590.

The City's wells included in the WHP Plan are listed in Table 1. Only wells listed as primary are required to be included in the WHP Plan.

Table 1 - Water Supply Well Information

Local Well Name	Unique Number	Type	Casing Diameter (inches)	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Well Vulnerability	Aquifer
Well No. 1	14005	Primary	22 x 16	390	490	1959	Vulnerable	CJDN
Well No. 2	222880	Primary	30 x24 x16	700	970	1962	Not Vulnerable	CWMS
Well No. 3	205733	Primary	30 x 20	289	513	1966	Vulnerable	OPCJ
Well No. 4	226566	Primary	30 x 20	267	476	1969	Vulnerable	OPCJ
Well No. 5	226567	Emergency	20 x 16 x 12	371	463	1956	Not Vulnerable	CJDN

CJDN – Jordan Sandstone.

CWMS – Wonewoc- Mt. Simon.

OPCJ – Prairie du Chien-Jordan Group.

3 ASSESSMENT OF THE DATA ELEMENTS

Table 2 presents the assessment of the data elements as outlined in the Minnesota Department of Health’s (MDH’s) scoping letter relative to the present and future implications of planning items that are specified in MR, part 4720.5210.

Table 2 - Assessment of Data Elements

Data Element	Present and Future Implications				Data Source
	Use of the Well (s)	Delineation Criteria	Quality and Quantity of Well Water	Land and Groundwater Use in DWSMA	
Precipitation	H	H	H	H	MN Climatology Office, Metropolitan Council (Metromodel)
Geology					
Maps and geologic descriptions	M	H	H	H	MGS, DNR, USGS
Subsurface data	M	H	H	H	MGS, MDH, MPCA, USGS
Borehole geophysics	M	H	H	H	No relevant data available
Surface geophysics					No relevant data available
Maps and soil descriptions	L	H	M	L	No relevant data available
Eroding lands					
Water Resources					
Watershed units	L	H	L	L	National Hydrography Dataset (USGS)
List of public waters	L	H	L	L	DNR, National Hydrography Dataset (USGS)
Shoreland classifications					
Wetlands map					
Floodplain map					
Land Use					
Parcel boundaries map	L	H	L	L	County GIS Data
Political boundaries map	L	H	L	L	ESRI Data
Public Land Survey map	L	H	L	L	ESRI Data
Land use map and inventory					
Comprehensive land use map					
Zoning map					
Public Utility Services					
Transportation routes and corridors	L	H	L	L	ESRI Data

Data Element	Present and Future Implications				Data Source
	Use of the Well (s)	Delineation Criteria	Quality and Quantity of Well Water	Land and Groundwater Use in DWSMA	
Storm/sanitary sewers and PWS system map	L	L	L	L	City, County
Oil and gas pipelines map					
Public drainage systems map or list	L	M	L	L	City, County, DNR
Records of well construction, maintenance, and use	H	H	H	H	City, Minnesota Well Index (MWI)
Surface Water Quantity					
Stream flow data	L	M	M	M	DNR, USGS
Ordinary high-water mark data	L	M	L	L	No relevant data available
Permitted withdrawals	L	M	L	L	DNR
Protected levels/flows	L	H	L	L	No relevant data available
Water use conflicts	L	H	L	L	DNR
Groundwater Quantity					
Permitted withdrawals	H	H	H	H	DNR
Groundwater use conflicts	H	H	H	H	No relevant data available
Water levels	H	H	H	H	DNR, MPCA, MDH, City
Surface Water Quality					
Stream and lake water quality management classification					
Monitoring data summary	L	H	L	L	MDH, USGS
Groundwater Quality					
Monitoring data	H	H	H	H	MPCA, MDH
Isotopic data	H	H	H	H	MDH
Tracer studies					No relevant data available
Contamination site data	M	M	M	M	MPCA, MDA
Property audit data from contamination sites					
MPCA and MDA spills/release reports	H	H	H	H	No relevant data available

Definitions Used for Assessing Data Elements:

High (H) – The element has a direct impact.

Moderate (M) – The element has an indirect or marginal impact.

Low (L) – The element has little if any impact.

Shaded – The element was not required by MDH for preparing the WHP Part 1 Amendment

4 GENERAL DESCRIPTIONS

4.1 DESCRIPTION OF THE WATER SUPPLY SYSTEM

The City obtains its drinking water supply from Wells No. 1 through 4 with an additional well, Well No. 5, designated only for emergency backup use. The wells are shown on Figure 1 and Table 1 summarizes their construction details.

4.2 DESCRIPTION OF THE HYDROGEOLOGIC SETTING

The hydrogeologic settings for the bedrock aquifers pumped by the City's wells are described in detail in the previous Part 1 Wellhead Protection Plan (Champion, 2009).

The geology in the vicinity of the City consists of Quaternary-age glacial and post-glacial deposits that are underlain by Paleozoic-aged bedrock. Overburden in the area surrounding White Bear Lake consists of glacial deposits associated with the Superior Lobe overlying Wisconsinan Lobe till. The Superior Lobe deposits consist primarily of till with large areas of outwash sands and gravels. The Wisconsinan deposits are primarily glacial till. The City's wells are bedrock wells completed primarily in the Prairie du Chien Formation (OPDC) and the Jordan Sandstone (CJDN). The OPDC and CJDN bedrock units are underlain by the St. Lawrence Formation, which is a low-conductivity layer and is considered an aquitard. Appendix C includes a surficial bedrock map and shows the distribution of bedrock units in the area of the City and also includes hydrogeologic cross sections A-A' and B-B' from Champion, 2009.

Table 3a - Description of the Hydrogeologic Setting in Prairie du Chien Aquifer

Aquifer	Attribute	Descriptor	Data Source
Prairie du Chien Group (OPDC)	Aquifer Material	Shale, Dolomite	City Well Logs
	Primary Porosity	0.056	MDH (2012)
	Aquifer Thickness	124 - 129 feet	City Well Logs
	Stratigraphic Top Elevation	722 - 737 feet AMSL	City Well Logs
	Stratigraphic Bottom Elevation	596 - 613 feet AMSL	City Well Logs
	Hydraulic Confinement	Confined	City Well Logs
	Transmissivity (T)	Reference Value 9,324 ft ² /day	The reference value for the transmissivity of the Prairie du Chien Aquifer was determined by multiplying the reference hydraulic conductivity, discussed below, by the aquifer thickness.
	Hydraulic Conductivity (K)	Reference Value/Range 74 ft/day Range: 30 – 500 ft/day	The reference value for the hydraulic conductivity of the Prairie du Chien Aquifer was determined from pumping tests at White Bear Township Well No. 3 and City Well No. 4, as well as specific capacity data from wells in the area as listed in the DAP-ATP.
Groundwater Flow Field	Flow generally to the southwest. Hydraulic Gradient: 0.0014	Based on mathematical analysis of measured heads. Flow west and south toward the Mississippi River.	

Table 3b - Description of the Hydrogeologic Setting in Jordan Aquifer

Aquifer	Attribute	Descriptor	Data Source
Jordan Sandstone (CJDN)	Aquifer Material	Sandstone	City Well Logs
	Primary Porosity	0.2	MDH (2012)
	Aquifer Thickness	97 ft	City Well Logs
	Stratigraphic Top Elevation	596-614 feet AMSL	City Well Logs
	Stratigraphic Bottom Elevation	500-520 feet AMSL	City Well Logs
	Hydraulic Confinement	Confined	City Well Logs
	Transmissivity (T)	Reference Value 2,436 ft ² /day	The reference value for the transmissivity of the Jordan Aquifer was determined by multiplying the reference hydraulic conductivity, discussed below, by the aquifer thickness.
	Hydraulic Conductivity (K)	Reference Value: 28 ft/day Range: 10 – 63 ft/day	The reference value for the hydraulic conductivity of the Jordan Aquifer was determined from pumping tests at White Bear Township Wells No. 1 and 4, as well as specific capacity data from wells in the area as listed in the DAP&ATP.
Groundwater Flow Field	Flow generally to the west and southwest. Hydraulic Gradient: 0.0014	Based on mathematical analysis of measured heads. Flow west and south toward the Mississippi River.	

Table 3c - Description of the Hydrogeologic Setting in Mt. Simon Aquifer

Aquifer	Attribute	Descriptor	Data Source
Mt. Simon Sandstone (CMTS)	Aquifer Material	Sandstone	City Well Logs
	Primary Porosity	0.2	MDH (2012)
	Aquifer Thickness	165 ft	City Well Logs
	Stratigraphic Top Elevation	180 feet AMSL	City Well Logs
	Stratigraphic Bottom Elevation	15 feet AMSL	City Well Logs
	Hydraulic Confinement	Confined	City Well Logs
	Transmissivity (T)	Reference Value 2,359 ft ² /day	The reference value for the transmissivity of the Mt. Simon Aquifer was determined by multiplying the reference hydraulic conductivity, discussed below, by the aquifer thickness.
	Hydraulic Conductivity (K)	Reference Value: 15 ft/day Range: 4.5 – 20.3 ft/day	The reference value for the hydraulic conductivity of the Mount Simon Aquifer was determined from specific capacity data from City Well No. 2 and other wells in the region as listed in the DAP&ATP.
Groundwater Flow Field	Flow generally to the west and southwest. Hydraulic Gradient: 0.0014	Based on mathematical analysis of measured heads. Flow west and south toward the Mississippi River.	

Annual precipitation for the area is approximately 32.42 inches per year (in/yr) (National Oceanic and Atmospheric Administration Resources ([NOAA] 2020). Recharge to the surficial layers in the model is approximately 6 in/yr.

Groundwater flow in the area of the City is generally to the southwest toward the Mississippi River. The Mississippi River is the primary discharge location for local groundwater. White Bear Lake and other water bodies are also included in the model.

5 DELINEATION OF THE WELLHEAD PROTECTION AREA

5.1 DELINEATION CRITERIA

Table 4 provides descriptions of how the delineation criteria that are specified under MR, part 4720.5510 were included in the model.

Table 4 - Description of WHPA Delineation Criteria

Criterion	Descriptor	How the Criterion was Addressed
Flow Boundary	Mississippi River; White Bear and Bald Eagle Lakes, and smaller streams and lakes	These features are used to define the flow field. Surface water features are represented using the MODFLOW river package.
Flow Boundary	Other High-Capacity Wells	The pumping amounts at wells within two miles were determined based on the averaged 2015-2019 pumped volumes. The pumping amounts of the other wells in the Metro Model were not modified.
Daily Volume of Water Pumped	See Table 5	Pumping information was obtained from DNR Appropriations Permits 1969-0174 and the City. The annual pumped volumes were converted to an average daily volume pumped by a well.
Groundwater Flow Field	See Figure 6	The model calibration process addressed the relationship between the calculated versus observed groundwater flow field.
Aquifer Transmissivity	9,324 ft ² /day-OPDC 2,436 ft ² /day-CJDN 2,359 ft ² /day-CMTS	The reference values for transmissivity were calculated using the hydraulic conductivity values determined in the DAP-ATP and multiplied by the average thickness of each aquifer in the area of the City's wells.
Time of Travel	10 years	The public water supplier selected a 10-year time of travel.

Information provided by the City and from the Minnesota Department of Natural Resources (DNR) Permit and Reporting System (MPARS) database was used to identify the maximum volume of water pumped annually by each well over the previous 5-year period. The volumes pumped from the wells over the previous 5 years are summarized in Table 5. Summing the highest pumping value from each of the City wells totaled over 1,319 million gallons per year (MGY). The value used in the model is the highest value for each well over the past 5 years or the projected value for 5 years in the future. Since the City has had

stable to decreasing water use over the recent past, and the City does not expect any significant increase in future use, the total volume pumped from the City’s wells used in the model is high-5 value of 1,319 MGY. This value is significantly higher than any individual year and is the same value that was used in the previous Part 1. These pumping rates represent conservative values. The daily volume of discharge used as an input parameter in the model was calculated by dividing the annual withdrawal volume by 365 days.

Table 5 - Annual Volume of Water Discharged from Water Supply Wells

Well Name	Unique Number	Total Annual Withdrawal (million gallons/year [MGY])					Withdrawal used in Previous WHP Plan (MGY)	Withdrawal used in Current WHP Plan (MGY)	Withdrawal used in Current WHP Plan (m ³ /d)
		2015	2016	2017	2018	2019			
Well No. 1	14005	18.2	86.1	11.4	87.2	63.6	156.1	87.2	904.4
Well No. 2	222880	2.9	0.6	0.5	0.6	0.02	111.0	2.9	30.1
Well No. 3	205733	359.3	393.5	362.4	210.8	374.3	445.7	393.5	4081.0
Well No. 4	226566	397.6	334.8	438.7	432.5	279.8	606.7	428.7	4549.8
Well No. 5	226567	0.0	0.0	0.0	0.0	0.0	0	0	0.0
Totals		778.0	815.1	813.1	731.1	717.1	922.3	1,319.5	9,565.2

Sources: DNR MPARS Permit Numbers 1969-0174 and City

Bolding indicates greatest annual pumping volume of the last five years

Table 6 – High Capacity Wells within 2.0 Miles

Well Number	Name	Permit Number	Aquifer	Use Category	2015-2019 Average Use (MGY)	Average Daily Use (m ³ /d)
151596	White Bear Township	1984-6121	OPDCCJDN	Municipal/Public Water Supply	135.3	1,403.1
676446	White Bear Township	1984-6120	CJDN	Municipal/Public Water Supply	24.4	253.0
226570	White Bear Township	1984-6120	CJDN	Municipal/Public Water Supply	5.7	59.1
205744	City of North St. Paul	1977-6176	CJDN	Municipal/Public Water Supply	61.3	635.7
208223	City of North St. Paul	1977-6176	OPDCCJDN	Municipal/Public Water Supply	46.3	480.1
208222	City of North St. Paul	1977-6176	OPDCCJDN	Municipal/Public Water Supply	41.8	433.5
112222	Vadnais Heights, City Of	1980-6153	OPCJ	Municipal/Public Water Supply	0.1	1.0
233149	Saputo Dairy Foods USA, LLC	1986-6316	CJDN	Agricultural/Food Processing	151.115	1,567.1
753675	Mahtomedi, City of	1969-0163	CJDN	Municipal/Public Water Supply	62.845	651.7
433255	Mahtomedi, City of	1969-0163	OPDCCSTL	Municipal/Public Water Supply	20.761	215.3
655934	Ind School District 624	2004-3020	OPDC	Landscaping/Athletic Field Irrigation	3.1	32.1
127293	RAMSEY COUNTY PARKS and RECREATION	1987-6205	OPDC	Golf Course Irrigation	14.008	145.3
151584	Gem Lake Hills Inc	1986-6211	OPDCCJDN	Golf Course Irrigation	12.844	133.2
151575	Oakdale Public Works	1978-6197	CJDNCSL	Municipal/Public Water Supply	0.02	0.2

- Source: DNR MPARS

5.2 METHOD USED TO DELINEATE THE WELLHEAD PROTECTION AREA

The final WHPA consists of areas determined through a porous media delineation, a fracture flow delineation, and, if necessary, a conjunctive area delineation. The WHPA is a composite of all the areas identified using methods described in this report that potentially contribute recharge to the aquifer used by the City’s wells within a 10-year time of travel.

5.2.1 POROUS MEDIA DELINEATIONS

The porous media delineations of the WHPA for the City's wells were completed using an existing regional MODFLOW-NWT model, Metromodel3.0, which was provided by the Metropolitan Council (Metropolitan Council, 2014). MODFLOW-NWT is a 3D, cell-centered, finite difference, saturated flow model developed by the USGS (Niswonger et al., 2011).

The regional Metromodel consists of nine layers that represent the major aquifers and aquitards within the seven-county metropolitan area. These layers represent, from top to bottom, the following units: (1) surficial aquifer of glacial deposits; (2) St. Peter Sandstone or Quaternary Buried Artesian Aquifer; (3) Prairie du Chien Group; (4) Jordan Sandstone; (5) St. Lawrence Formation (aquitard); (6) Tunnel City Group; (7) Wonewoc Sandstone; (8) Eau Claire Formation (aquitard); and, (9) Mt. Simon Sandstone. The regional groundwater model was calibrated to steady-state water levels and river base flows.

A local-scale model, limited to the northeastern portion of the Metromodel, was extracted from the regional model and is shown on Figure 1. The local model and all of the modeling for this amendment was completed using GMS (Aquaveo, 2016), a pre- and post-processor for MODFLOW. The local model was created using the technique of local grid refinement where a smaller, more refined grid is used within the regional model. The heads computed from the regional model then provide some of the boundary conditions for the local model as specified heads. The size of the domain and the general flow-field characteristics of the model were based on the Metromodel and the results of the original delineation.

The local model domain was divided into a three-dimensional, non-uniform grid with nine layers. The details of the Metromodel were translated to the local-scale model using GMS. Finer grid spacing was applied around the in the local model with telescopic mesh refinement used in the area of the site where the City's wells are located. This grid spacing (1.5 meters in the area of the City's wells) provides better definition in the area of the flow field where simulating the influence of pumping from the wells is critical. The base of the model is variable at an elevation of approximately 5 meters above mean sea level in the area of the City's wells. The nine layers in the local model represent the bedrock units and unconsolidated materials just as in the Metromodel. These layers correspond to the approximate vertical extent of the various stratigraphic units observed in the vicinity of the City. Layer 1 represents the unconsolidated materials, primarily clay till and sand units. Layer 2 represents unconsolidated materials in some areas and St. Peter Sandstone, where present. Layers 3 and 4 are comprised primarily of either unconsolidated material or the Prairie du Chien Group and Jordan Sandstone, respectively. Layer 5 is the St. Lawrence Formation, which is an aquitard that effectively eliminates any influence from the lower layers on the upper four layers of the model in the area of interest. Layers 6 and 7 represent the Tunnel City Group and Wonewoc aquifers, respectively. Layer 8 is the Eau Claire confining unit and the base layer, Layer 9, represents the Mt. Simon aquifer.

Changes were made to the original Metromodel defined characteristics in the area of interest around the City's wells. Site specific information allowed for more accurate definition of aquifer characteristics and to alter defined properties in the Metromodel. The alterations were to the bed conductance of several lakes in the southeastern portion of the local model. Excessive and unrealistic infiltration from these lakes was producing an area of artificially increased head. The remaining changes were confined primarily to the OPDC, CJDN, and CMTS aquifers in the area of the City. The conductivity of the CJDN, OPDC, and CMTS were modified to align with the values reported in the DAP-ATP for each aquifer. Zones were created in Layers 3, 4, and 9 of the model for modifying the horizontal conductivity of the aquifer in the vicinity of the City's wells and their capture zones. These conductivities replaced those defined in the Metromodel for that area.

In addition to the previously mentioned changes, the following modifications were incorporated in the refined model:

- The pumping rates from Table 5 were assigned to the City's wells.
- The pumping rates from Table 6 were assigned to the permitted high-capacity wells located within approximately 2 miles of the City's wells (Figure 2).

The model is used to determine the groundwater head and flow direction throughout the domain (Figure 3). As part of the delineation, groundwater pathline analyses were performed to determine the 1-, 5- and 10-year capture zones and ultimately the WHPA. The pathline analysis consisted of using MODPATH, a flowpath calculation program (Pollack, 1994), to determine the capture zone for each of the City's wells. This was completed by tracing 36 flow paths from each cell for a 10-year travel time. A porosity of 20 percent was used for CJDN and CMTS, and a value of 5.6 percent was applied to the OPDC, consistent with the MDH guidelines and slightly conservative for the aquifers (MDH, 2012).

As part of the uncertainty analysis, additional groundwater pathline analyses, each consisting of 36 pathlines per cell containing a well for a 10-year time-of-travel, were performed to delineate the 1-, 5- and 10-year capture zones and ultimately porous media portion of the WHPA.

The resulting area is a composite of the 10-year time of travel capture zones calculated using this model for the base case parameters and the parameter values used in the uncertainty analysis that is discussed in the following section. The model input files are available upon request from the MDH.

5.2.2 RESULTS OF MODEL CALIBRATION AND SENSITIVITY ANALYSIS

The goal of numerical model calibration is to obtain a reasonable correlation between the simulated model results and observed field data. The calibration process is generally completed by running a series of steady-state simulations (simulations where the flow magnitude and direction are constant with time), comparing calculated heads to the measured heads at wells within the model domain while changing the model parameters until the best match between the two is achieved. After a model is reasonably calibrated, a sensitivity analysis is used to determine the impact that changes to an input parameter have on the output of the model. In areas where there is a great deal of uncertainty in the physical parameters, either as a consequence of lack of data or based on the uncertainty associated with the interpretation of available data (i.e. pumping test analyses), a number of models are generally run to observe the effect on the model results over the range of potential values for each of the significant parameters. While none of the individual capture zones delineated as part of this analysis should be considered the “correct” one, it is assumed that the actual capture zone is encompassed by the resulting concatenation of the zones created during the uncertainty analysis.

5.2.3 CALIBRATION

The calibration plots, showing measured versus simulated hydraulic head values, for the model are illustrated on Figures 4, 5, and 6. The plots show that the simulated values and measured head values generally compare quite favorably and have a normalized root mean squared (NRMS) error of approximately 4.8 percent for observation points in layer 3, 5.1 percent for points in layer 4, and 6.6 percent in layer 9 of the model representing the OPDC, CJDN, and CMTS aquifers, respectively. The calibration data sets are subsets of the one created for Metromodel 3 corresponding to each layer.

The groundwater hydraulic head in the area of the City, simulated in the calibrated model, is shown on Figure 3. The 1-, 5-, and 10-year capture zones, predicted using the calibrated model, are shown on Figure 7. However, due to the amount of variability associated with the physical characteristics of the aquifer, sensitivity and uncertainty analyses were completed as part of the modeling effort.

5.2.4 SENSITIVITY ANALYSIS

Sensitivity is the amount of change in model results caused by the variation of a particular input parameter. For example, changing the hydraulic conductivity of an area can change the calculated head values in and around the area of the modified model as compared to the heads in unmodified model. Because of the relative complexity of the area of interest in this model, the size and orientation of the modeled capture zone may be sensitive to any of the input parameters:

The **pumping rate** determines the volume of the aquifer that donates water to the well. Increasing the pumping rate will expand the capture zone, for a given thickness, and decreasing it will make the capture zone smaller.

- **Results** – The pumping rates for the City’s wells were defined by the Minnesota Rules and are not considered variables for this analysis.

The **direction of groundwater flow** and gradient can often be variable and change significantly with changing conditions such as fluctuations in local surface water elevations or the pumping rates in local wells.

- **Results** – The regional flow direction and gradient were determined through the modeling process and resemble the flow direction and gradient determined through mathematical analysis of the measured heads in the area. The model was calibrated to hydraulic heads, and the calibration mirrored regional head data. Based on the regional observation

data, the characteristics of the flow field, and the use of the aquifers of interest, there is not likely to be a significant change to the flow field.

The **hydraulic conductivity** influences the size and shape of the capture zone. In the presence of a gradient, higher conductivities will result in long, narrow capture zones extending upgradient. Lower conductivities will result in shorter, wider capture zones. As there is nearly always a large amount of uncertainty associated with this parameter, most analyses will consider a range of conductivities. All of the transmissivity and conductivity data and analyses can be found in the DAP-ATP documentation from the MDH.

- **Results** – The representative conductivities as well as the range for each aquifer were determined by analyzing data from pumping tests on City and other municipal wells in the area as well as specific capacity data from high-capacity wells in the study area. The analysis indicates that the range of potential conductivities for the CJDN aquifer is 10.1 to 63 feet per day (ft/d) with a geometric mean of 28.6 ft/d. The model was completed using a representative value of 28 ft/d and a range of 10-63 ft/d. The results also indicate that the range of potential conductivities for the OPDC aquifer is from 12 to over 1,200 ft/d with a mean value of 115 ft/d. The model was completed with a representative value of 74 ft/d. Since 12 ft/d is anomalously low and 1,200 ft/d is anomalously high, an uncertainty range of 30 to 500 ft/d was used for the OPDC aquifer. The range used for the Mt. Simon aquifer was 2.3 to 20.3 ft/d with a representative value of 15 ft/d.

The Metromodel also employs what are known as “quasi 3-d” confining layers between some of the layers in the model. These are used to represent thin layers that act as confining units between the aquifer layers without actually having to define another layer in the model. The Oneota portion of the Prairie du Chien Group, which directly overlies the Jordan Sandstone, is represented using one of these quasi layers. The vertical hydraulic conductivity of this layer was increased two orders of magnitude in the uncertainty analysis and showed no discernable effect.

The aquifer **thickness** and **porosity** influence the size and shape of the capture zone by limiting the water-bearing volume within a given area of aquifer. Decreasing or increasing either thickness or porosity forces a proportional decrease or increase in the areal extent of the capture zone.

- **Results** - The thicknesses of the CJDN and OPDC aquifers within the model vary. The thickness values for the aquifers in the area of the City’s wells were similar to be the thickness as specified in the stratigraphy database of the well log information. Therefore, aquifer thickness is not considered a variable for this study. The porosity for the CJDN and CWMS aquifers was chosen to be 0.2 based on MDH recommendations. The porosity of the OPDC aquifer was defined to be 0.056, also consistent with the value in MDH, 2012. The porosity is also not considered a variable.

5.2.5 ADDRESSING MODEL UNCERTAINTY

Using computer models to simulate groundwater flow always requires that simplifying assumptions be made. Local geology can be highly variable and information from well logs and pumping tests indicates that this is likely the case near the City. Unfortunately, existing information is not detailed enough to define this degree of variability, and interpretation of log and test data is often inconsistent. For models of the scale used in this study, the information and computational ability does not exist to precisely delineate the WHPA. To account for this, a number of models are run to examine the various potential WHPAs for the well, given the range of the input data mentioned previously.

MODFLOW models were used to delineate capture zones for the aquifers that supply water to the City’s wells. As described previously, the hydraulic conductivity was the primary variable identified that would potentially cause the greatest change in the WHPAs for the City’s wells. Capture areas were delineated for the assessed range of conductivities for a time-of-travel period of 10 years and the resulting concatenated capture zones define the WHPAs, shown on Figure 7.

The WHPAs for the City’s wells (Figure 7) consist of composites of the porous media aquifer delineations for the different hydraulic conductivity values used in the sensitivity analyses. To complete the DWSMA delineation, the results of the fracture flow delineation described in the following section were concatenated with these results. This provides a conservative approach to addressing porous media model uncertainty and produces a WHPA that is protective of public health.

5.3 FRACTURE FLOW DELINEATION

The second WHPA delineation (the first is the Porous Media Delineation discussed in section 5.2) for the City's wells was determined using the "Guidance for Delineating Wellhead Protection Areas in Fractured and Solution-Weathered Bedrock in Minnesota" (MDH, 2012). This guidance was developed by MDH to address the increased variability in flow velocities and directions in geologic settings with secondary porosity. The OPDC aquifer is considered to have secondary porosity while the CJDN does not. The guidance is a modified volumetric analysis and does not use a model based on flow equations.

In accordance with the guidance, Delineation Techniques 3 and 4 were used to delineate the WHPA. These techniques were chosen, in part, because it is recommended for aquifers characterized by locally confined conditions where the ratio of the well discharge to the discharge vector is less than 3,000. Wells No. 3 and 4 are open to both the OPDC and CJDN aquifers, and Well No. 1 is completed exclusively in the CJDN aquifer. Parameters used in the fracture flow analysis are summarized in Appendix A. The flow rates used for the wells were determined from the rates calculated for well conditions in layer 3 of the model. The amount of groundwater flow that moved across the boundary from layer 3 to layer 4 within the capture zone of each well was then added to the layer 3 flow quantity to get the total daily flow for each well. As Wells No. 1, 3, and 4 are all in the vicinity of each other, the flow from the OPDC into the CJDN aquifer near Well No. 1 was split between Wells No. 3 and 4 and the 2-well GIS tool was used to encompass all three wells.

The fracture-flow analysis is a method that establishes a calculated fixed-radius (CFR) capture zone based on the 5-year volume of water pumped for a given well. The CFRs were calculated using the MDH Arcmap Add-In tool for creating one- and two-well capture areas. Special consideration had to be made due to significant overlap of between the Wells No. 3 and 6 CFRs. The final resulting combined upgradient fracture flow delineation accounts for the initial CFR overlapping areas. The flow direction was determined by reviewing the upgradient capture direction determined from the 10-year capture zones in the groundwater flow model.

Appendix A presents the input and output from the tool used to determine the fracture flow delineation. Figure 8 shows the fracture flow WHPA delineations and the 6-month fracture zones with 6-month upgradient extensions used in delineating the emergency response area (ERA) for each well.

5.4 CONJUNCTIVE DELINEATION

A conjunctive delineation involving the consideration of surface waters in making the final wellhead protection area delineation was not considered necessary for the City. Guidance from the MDH states that a conjunctive delineation is required if the 1-year capture zone of a well intersects an area of high vulnerability. That area can be increased to the 3-year capture zone at the discretion of the project hydrogeologist. As discussed in the following section, there are no high vulnerability areas within the 1- or 3-year capture zones of the wells.

6 DELINEATION OF THE WELLHEAD PROTECTION AND DRINKING WATER SUPPLY MANAGEMENT AREAS

After the porous media flow, uncertainty analyses, and fracture flow analysis, the capture zones delineated for each of them were plotted together. The outline of this concatenation created the final 10-Year composite WHPA capture zone, shown on Figure 9, for use in delineating the DWSMA.

The boundary of the DWSMA was defined by WSP using roads and Public Land Survey System (MDH, 2020) coordinates (Figure 9).

6.1 VULNERABILITY ASSESSMENTS

The Part 1 Wellhead Protection Plan includes the vulnerability assessments for the public water supply well and DWSMA. These vulnerability assessments are used to help define potential contamination sources within the DWSMA and to select appropriate measures for reducing the risk that they present to the public water supply.

6.1.1 ASSESSMENT OF WELL VULNERABILITY

The City's well vulnerability assessment was conducted in accordance with the MDH guidance document, *Assessing Well Vulnerability for Wellhead Protection* (MDH, 1997). Vulnerability assessment rating sheets and vulnerability scores for City Wells No. 1 through 4 were obtained from the MDH and reviewed by WSP. The vulnerability of a well is scored based on the following six categories: DNR geologic sensitivity rating, casing integrity, casing depth, pumping rate, isolation distance from contaminant sources, and chemical and isotopic information.

The DNR geologic sensitivity rating is an empirical value determined by dividing the cumulative thickness of low permeability units (e.g. clay) above the aquifer by 10 (DNR, 1991). The resulting score is termed the "L-score". A higher L-score indicates more low-permeability material above the aquifer, and therefore a lower vulnerability. A low L-score represents higher vulnerability. For example, a rating of L-1 has a higher vulnerability than L-9, because there is less low-permeability material present above the aquifer. This type of assessment is defined by the DNR as Level 3. A Level 3 assessment was conducted for the City wells since the aquifer is overlain by varying thicknesses of clay. As mentioned above, points are also assigned to casing integrity and depth, pumping rate, isolation distance to contaminant sources, and chemical data, in addition to the geologic sensitivity.

Vulnerability assessment worksheets and the total score of the six vulnerability categories for Wells No. 1 through 5 are presented in Appendix B. Per MDH guidance, any well that receives an assessment rating of 45 points or greater is considered a vulnerable well. Wells No. 1 and 3 had vulnerability scores of 45 and Well No. 4 had a score of 50. Well No. 2, being in the deeper, more protected Mt. Simon aquifer had a vulnerability score of 0. Wells No. 1, 3, and 4 are considered vulnerable due to the tritium detections in area groundwater. Tritium has been detected in Wells No. 1, 3, and 4. Tritium in ground water is a result of nuclear testing and is used as an indicator of post-1953 recharge. Nitrate was detected at low concentration in Wells No. 3 and 4 and tested for but not detected in the remaining wells.

6.1.2 ASSESSMENT OF DRINKING WATER SUPPLY MANAGEMENT AREA SENSITIVITY

The assessment of geologic sensitivity is a useful metric when estimating the relative vertical downward travel time of contaminants from grade level to the water table or source aquifer. A Level-2 DNR geologic sensitivity assessment was used

for the City's wells. The Level-3 DNR geologic sensitivity rating is an empirical value determined by dividing the cumulative thickness of low permeability units above the aquifer by 10 (DNR, 1991). A Level-3 assessment was conducted since the aquifers utilized by the City's wells are confined.

The geologic sensitivity within the Washington County portion of the DWSMA was determined by examining the ratings of the geologic sensitivity of the bedrock surface as defined by the DNR (Berg, 2019) within each PLSS-defined 40-acre parcel and assigning the parcel the majority sensitivity value. This value was then upgraded in areas where bedrock confining layers (the Basal St. Peter Sandstone and Oneota member of the OPDC) provide additional protection. In the portion of the DWSMA in Ramsey County, MDH applied a GIS tool to MWI lithology log data to calculate L-scores for each well extending at least to bedrock within the DWSMA. Areas were also upgraded to account for bedrock confining layers where they were present, for example in the southwest portion of the DWSMA where the aquifers are overlain by a shale confining unit as shown on the geologic data in Appendix C. Zones containing wells with generally similar ratings within the DWSMA were then delineated. The geologic sensitivity delineations and ratings within the DWSMA are illustrated on Figure 10.

6.1.3 ASSESSMENT OF THE DRINKING WATER SUPPLY MANAGEMENT AREA VULNERABILITY

In the DWSMA, the ground water that supplies the City Wells is from the OPDC, CJDN, CWON, and CMTS aquifers that underlie glacial deposits (Ramsey and Washington County Atlas Series, Atlas C-7 and C-5, respectively). The glacial deposits are composed of Superior Lobe sand and silt lacustrine deposits, till, and outwash. Deposits also consist of Pre-Late Wisconsinan Keewatin and Grantsburg Sublobe till, outwash and sandy lacustrine sediment. The Superior Lobe, due to its higher sand content, is generally not considered an effective barrier to the downward migration of contaminants from grade. Underlain deposits, however, do act as effective barriers where till is present or where Glenwood or basal St. Peter shales are present (Appendix C).

As discussed in Section 6.1.2 the DNR geologic sensitivity rating is an empirical value determined by dividing the cumulative thickness of low permeability units (e.g. clay) above the aquifer by 10 (DNR, 1991). The L-score results ranged from 0 to 21. This indicates much of the DWSMA is underlain by low-permeable material creating hydraulic separation from grade.

For the DWSMA vulnerability assessment, and pursuant to MDH guidance (MDH, 1997), geologic sensitivity classifications of low to very low sensitivity would be automatically increased to a classification of moderate vulnerability due to the presence of tritium, which has been detected at all of the City Wells except Well No. 2 (Figure 11). However, the area around the City Wells has retained a vulnerability rating of low due to the presence of the Glenwood Formation, that can be seen on Figure C1 in Appendix C, that is known to be an effective barrier to downward migration in those areas.

7 COMPARISON OF AMENDED PART 1 TO ORIGINAL PART 1

The primary changes between the original Part 1 and this Amendment are a better understanding of the geology, an improved regional model providing better boundary conditions to the local model, and updated pumping rates from the original model rates.

The Amendment model incorporates updated pumping rates, as well as simulating the influence of the low vertical conductivity layer at the base of the Prairie du Chien Group that limits flow between it and the Jordan Sandstone. The current model uses a larger range for conductivities in the OPDC aquifer which results in the capture zones extending further upgradient than the previous model. The use of 5-year pumping volume calculated fixed radius (CFR) and a 5-year upgradient extension, as opposed to 10-year rates used in the previous model reduced the size of the fracture flow zone. In general, however, the previous and currently delineated DWSMAs are much the same.

8 RECOMMENDATIONS

The WHPA delineations for the City Wells were created using maximum pumping rates and conservative assumptions in the fracture flow delineation. These factors combine to ‘build in’ a safety factor, which is necessary when attempting to simulate natural systems and their inherent heterogeneity.

While the delineations are considered to be conservative and are based on the best available data, there is some information that could improve the quality of any future re-evaluations. The standard assessment monitoring package (Chloride + Bromide, Nitrate + nitrite N, Tritium) should be analyzed during year six for Well No. 1 (14005), Well No. 2 (222880), Well No. 3 (205733), and Well No. 4 (226566), contingent on funding assistance from MDH for sampling and analysis. The city may need to collect the samples and ship them to MDH. Information generated by this sampling will be used to refine vulnerability assessments for the next amendment

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GLOSSARY OF TERMS

Data Element. A specific type of information required by the Minnesota Department of Health to prepare a Wellhead Protection Plan.

Drinking Water Supply Management Area (DWSMA). The area delineated using identifiable land marks that reflects the scientifically calculated wellhead protection area boundaries as closely as possible (Minnesota Rules, part 4720.5100, subpart 13).

Drinking Water Supply Management Area Vulnerability. An assessment of the likelihood that the aquifer within the DWSMA is subject to impact from land and water uses within the wellhead protection area. It is based upon criteria that are specified under Minnesota Rules, part 4720.5210, subpart 3.

Emergency Response Area (ERA). The part of the wellhead protection area that is defined by a one-year time of travel within the aquifer that is used by the public water supply well (Minnesota Rules, part 4720.5250, subpart 3). It is used to set priorities for managing potential contamination sources within the DWSMA.

Inner Wellhead Management Zone (IWMZ). The land that is within 200 feet of a public water supply well (Minnesota Rules, part 4720.5100, subpart 19). The public water supplier must manage the IWMZ to help protect it from sources of pathogen or chemical contamination that may cause an acute health effect.

Wellhead Protection (WHP). A method of preventing well contamination by effectively managing potential contamination sources in all or a portion of the well's recharge area.

Wellhead Protection Area (WHPA). The surface and subsurface area surrounding a well or well field that supplies a public water system, through which contaminants are likely to move toward and reach the well or well field (Minnesota Statutes, part 103I.005, subdivision 24).

Well Vulnerability. An assessment of the likelihood that a well is at risk to human-caused contamination, either due to its construction or indicated by criteria that are specified under Minnesota Rules, part 4720.5550, subpart 2.

ACRONYMS

CFR - Calculated Fixed Radius

DAP-ATP – Determination of Aquifer Properties - Aquifer Test Plan

DNR - Minnesota Department of Natural Resources

EPA - United States Environmental Protection Agency

FSA - Farm Security Administration

MDA - Minnesota Department of Agriculture

MDH - Minnesota Department of Health

MGS - Minnesota Geological Survey

MnDOT - Minnesota Department of Transportation

MnGEO - Minnesota Geospatial Information Office

MPARS – Minnesota DNR Permitting and Reporting System

MWI – Minnesota Well Index

MPCA - Minnesota Pollution Control Agency

NRCS - Natural Resource Conservation Service

SWCD - Soil and Water Conservation District

UGE - Upgradient Extensions

UMN - University of Minnesota

USDA - United States Department of Agriculture

USGS - United States Geological Survey

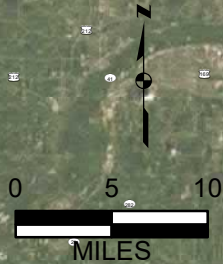
FIGURES





A



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 WBL_City_Wells_pts
 Local Model Boundary

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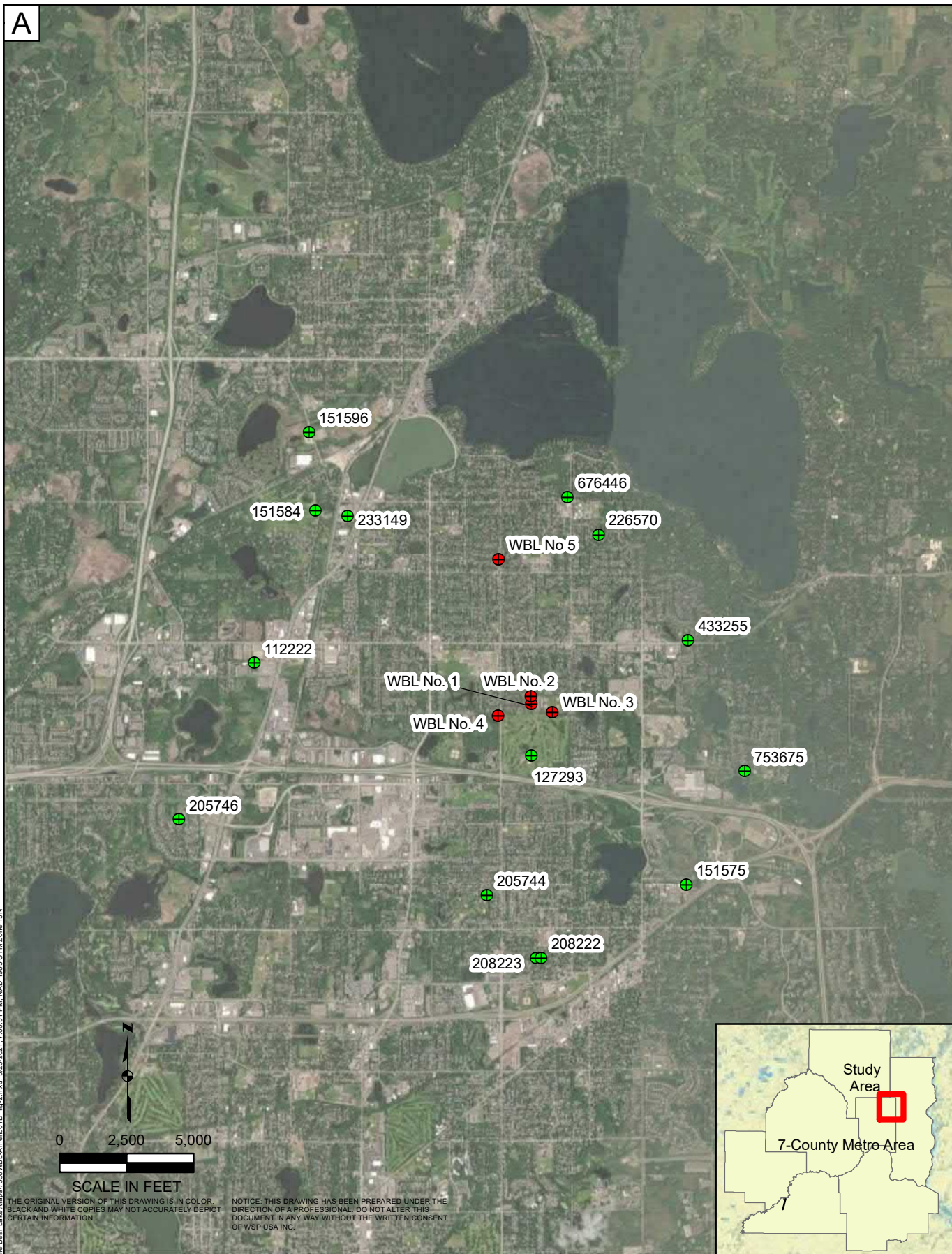
**PART 1 WELLHEAD PROTECTION AMENDMENT
WHITE BEAR LAKE, MINNESOTA**

PREPARED FOR
City of White Bear Lake, Minnesota

FIGURE 1

SITE LOCATION AND MODEL BOUNDARY

A



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- + High Capacity Wells (Unique ID Num)
- + City Wells

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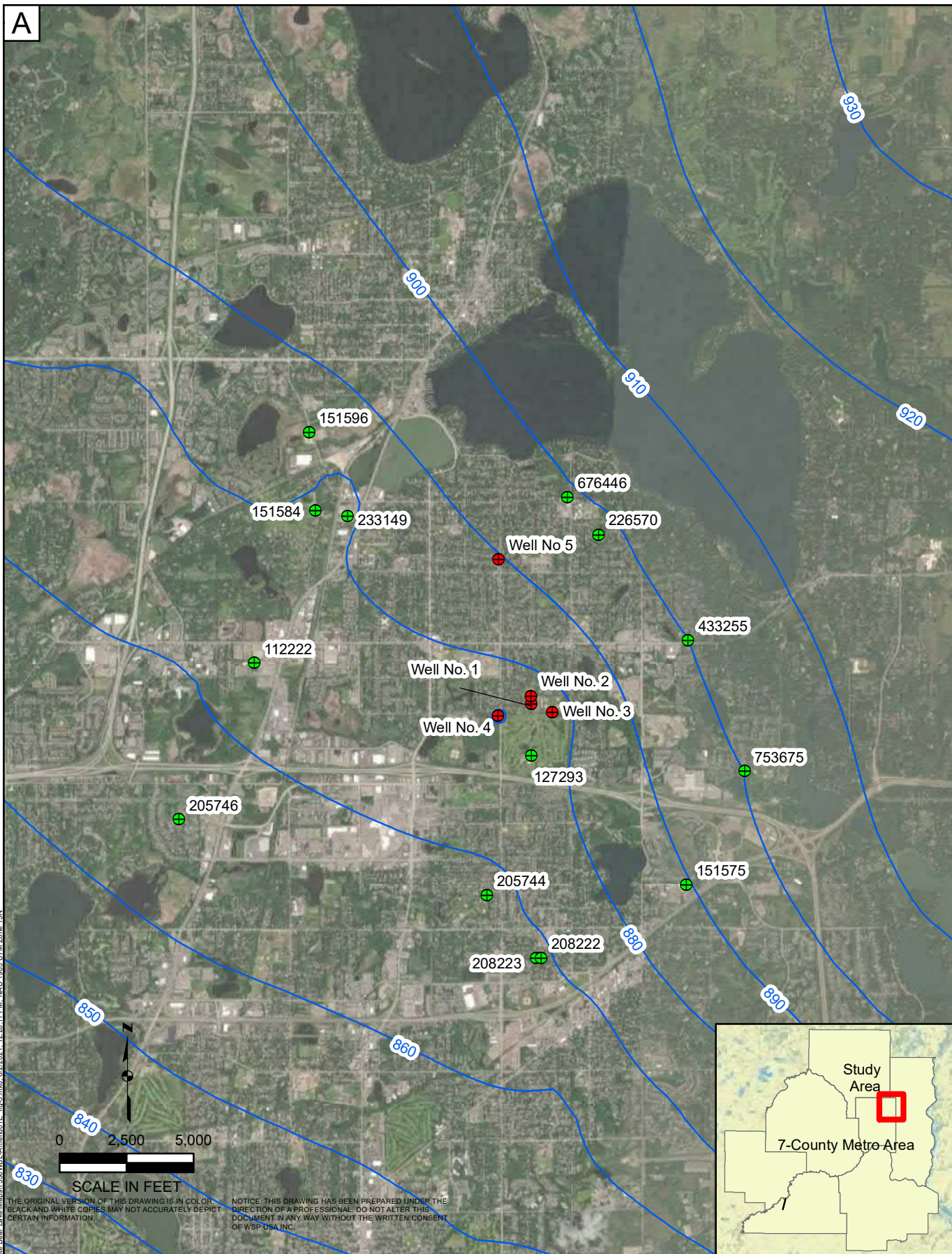


**PART 1 WELLHEAD PROTECTION AMENDMENT
WHITE BEAR LAKE, MINNESOTA**

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City of White Bear Lake

FIGURE 2

**LOCATION OF CITY AND SURROUNDING
HIGH CAPACITY WELLS MODIFIED IN THE
GROUNDWATER FLOW MODEL**



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● City Wells
— Jordan Aquifer Head (ft-amsl)

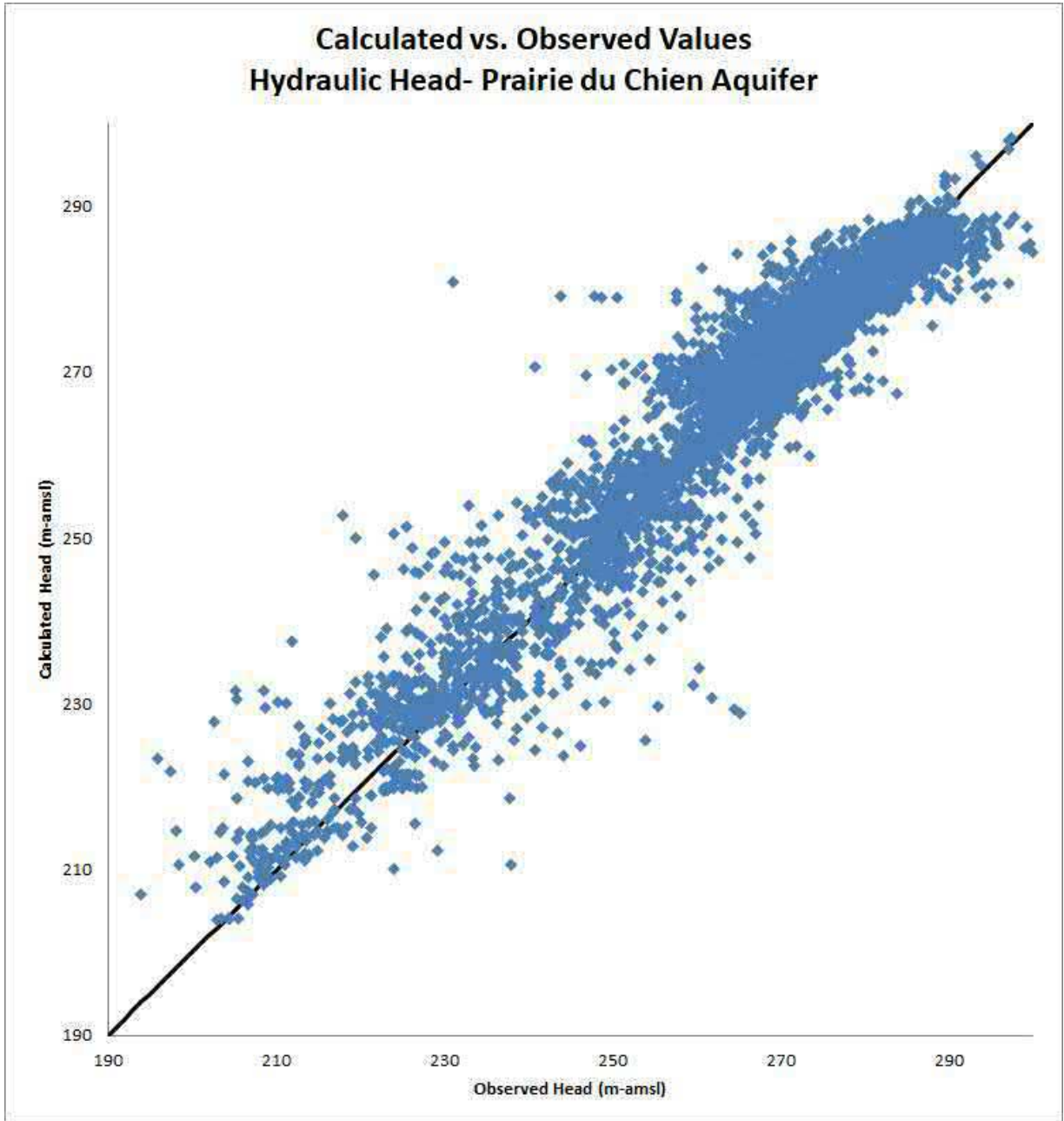
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FIGURE 3
SIMULATED JORDAN GROUNDWATER EQUIPOTENTIAL CONTOURS

Calculated vs. Observed Values Hydraulic Head- Prairie du Chien Aquifer



MEAN RESIDUAL = -2.06 m
 MEAN ABSOLUTE RESIDUAL = 3.75 m
 ROOT MEAN SQUARED ERROR = 5.22 m
 NORMALIZED RMS = 4.8%

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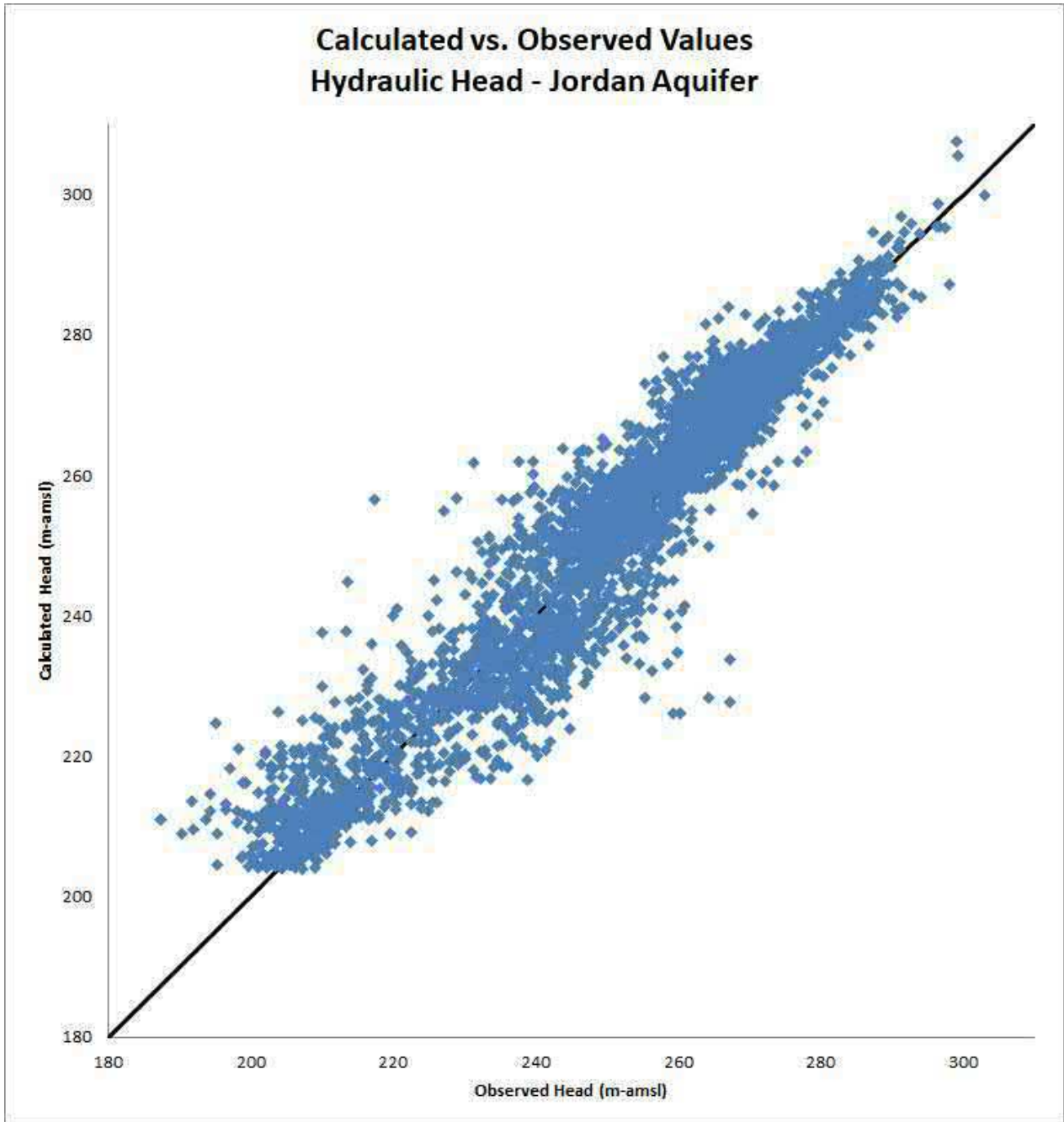


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 WHITE BEAR LAKE, MINNESOTA

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FIGURE 4

STEADY-STATE MODEL CALIBRATION DATA
 AND MODEL STATISTICS - OPDC



MEAN RESIDUAL = -1.69 m
 MEAN ABSOLUTE RESIDUAL = 4.23 m
 ROOT MEAN SQUARED ERROR = 5.87 m
 NORMALIZED RMS = 5.1%

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 WHITE BEAR LAKE, MINNESOTA

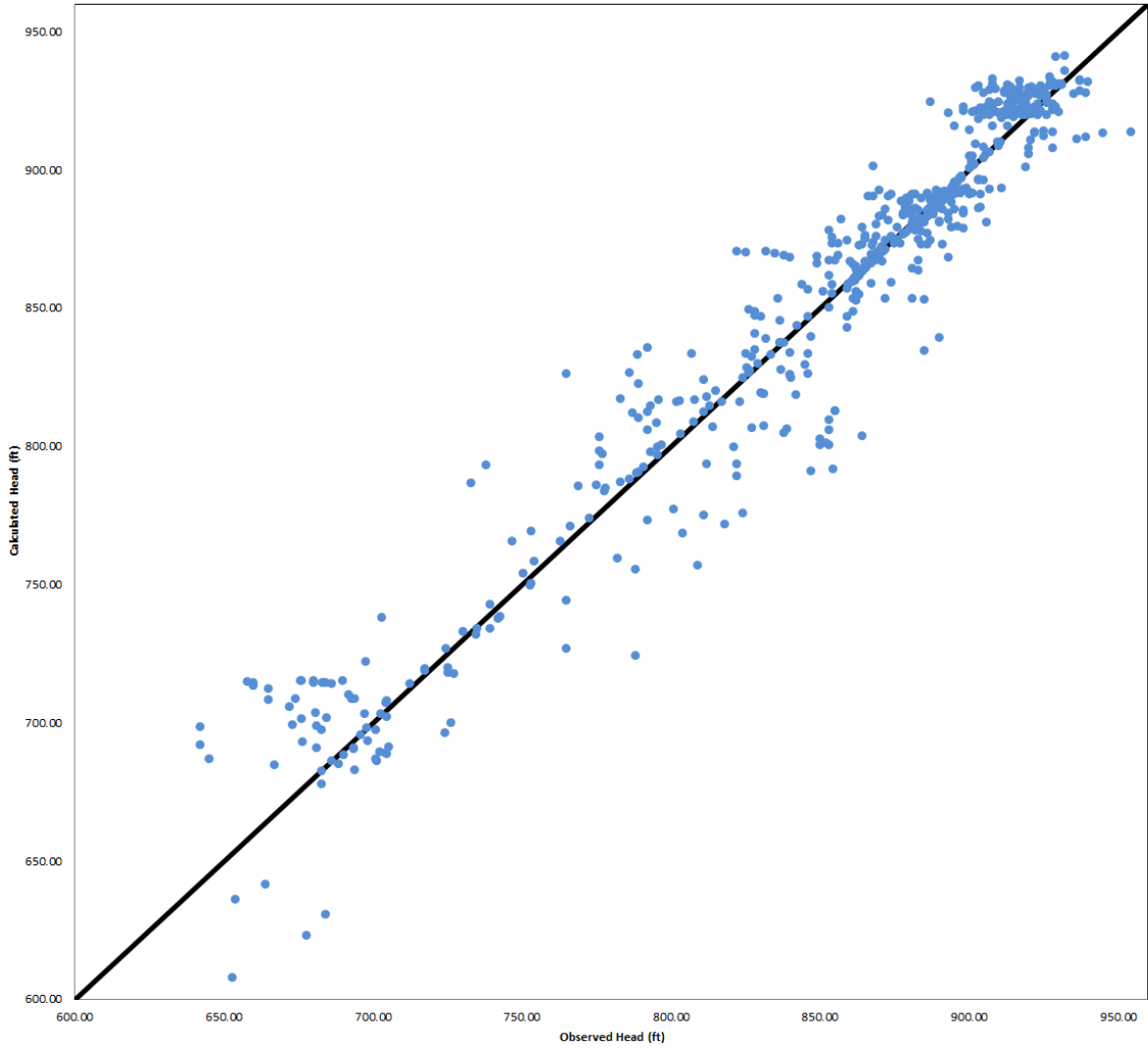
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FIGURE 5

STEADY-STATE MODEL CALIBRATION DATA
 AND MODEL STATISTICS - CJDN

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Calculated vs. Observed Values
Hydraulic Head - Wonewoc-Mount Simon Aquifer



MEAN RESIDUAL = -1.53 ft
 MEAN ABSOLUTE RESIDUAL = 10.73 ft
 ROOT MEAN SQUARED ERROR = 17.41 ft
 NORMALIZED RMS = 4.75%

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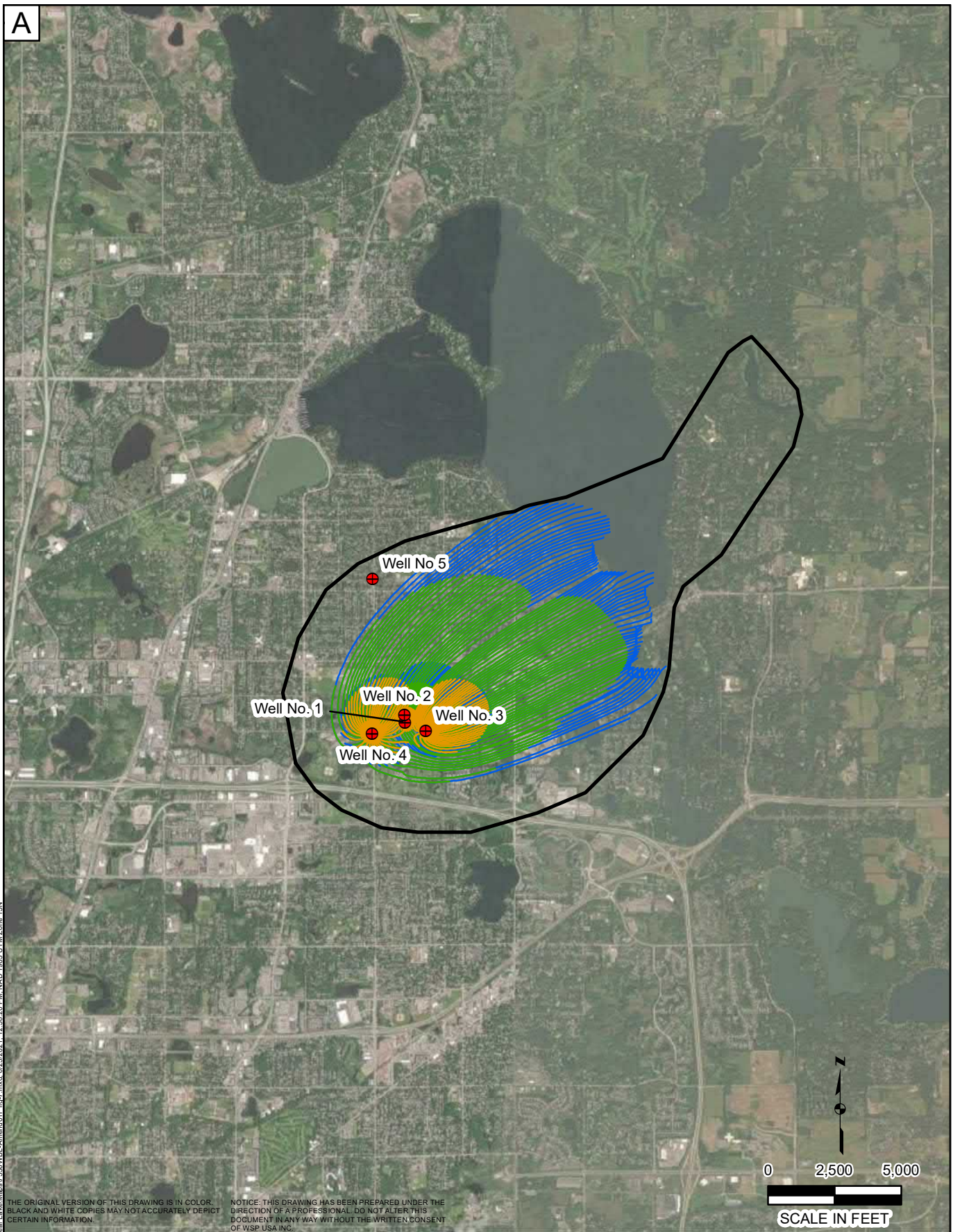
PART 1 WELLHEAD PROTECTION AMENDMENT
 WHITE BEAR LAKE, MINNESOTA

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FIGURE 6

STEADY-STATE MODEL CALIBRATION DATA
 AND MODEL STATISTICS - CWMS

A



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- 1-Year Pathlines
- 5-Year Pathlines
- 10-Year Pathlines
- Composite 10-Year Capture Zone
- City Wells

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PART 1 WELLHEAD PROTECTION AMENDMENT WHITE BEAR LAKE, MINNESOTA

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FIGURE 7

1-, 5-, AND 10-YEAR FLOWPATHS AND 10-YEAR COMPOSITE CAPTURE ZONE (POROUS FLOW)

A



- City Well
- Fracture Flow WHPA Boundary
- Emergency Response Area (ERA) Fracture Flow Boundary

0 3,000
Feet

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 SUITE 800
 MINNEAPOLIS, MN 55402
 TEL: +1 612 343 0510

PART 1 WELLHEAD PROTECTION AMENDMENT
WHITE BEAR LAKE, MINNESOTA
 PREPARED FOR
 City of White Bear Lake

FIGURE 8
FRACTURE FLOW DELINEATION BOUNDARIES

A



- City Well
- WHPA Boundary
- DWSMA Delineation
- ERA (Emergency Response Area)
- IWMZ (Inner Wellhead Management Zone)

0 4,000 Feet

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NOTICE: THIS DRAWING HAS BEEN PREPARED UNDER THE DIRECTION OF A PROFESSIONAL. DO NOT ALTER THIS DOCUMENT IN ANY WAY WITHOUT THE WRITTEN CONSENT OF WSP USA INC.

WSP Office: Minneapolis, MN | Source: G:\GIS\Info\Bentley\MapInfo\73351\WB-Adm\001_14-0_mxd, 6/23/2021, 2:07:35 PM, MADD_1083_UTM_Zone_15N

Drawn: 6/23/2021
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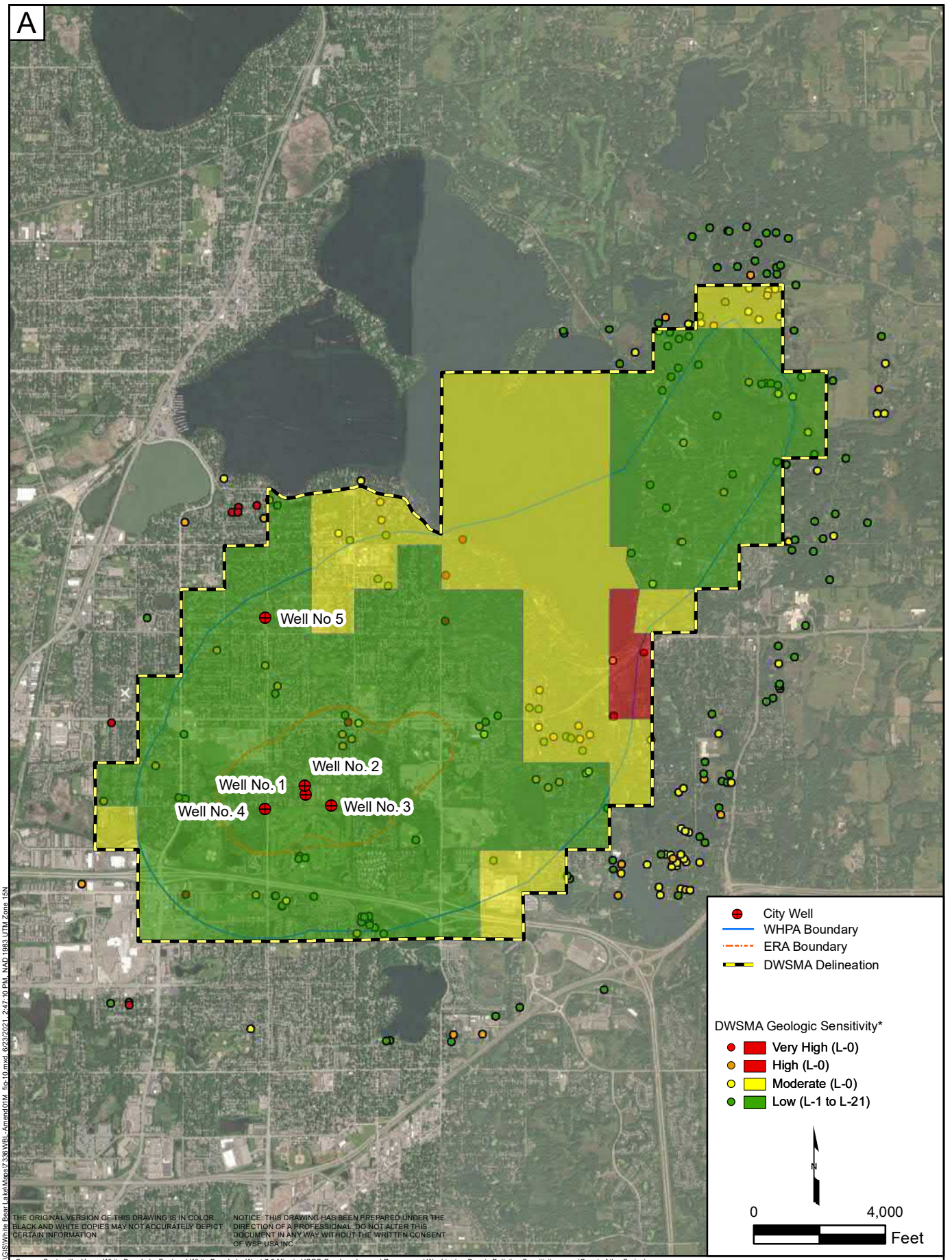
**PART 1 WELLHEAD PROTECTION AMENDMENT
 WHITE BEAR LAKE, MINNESOTA**

PREPARED FOR
 City of White Bear Lake

FIGURE 9

**COMBINED WELLHEAD PROTECTION AREA
 BOUNDARIES AND DRINKING WATER SUPPLY
 MANAGEMENT AREA BOUNDARY**

A



- City Well
- WHPA Boundary
- ERA Boundary
- DWSMA Delineation

DWSMA Geologic Sensitivity*

- Very High (L-0)
- High (L-0)
- Moderate (L-0)
- Low (L-1 to L-21)

0 4,000
Feet

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Source: Centerville, Hugo, White Bear Lake East and White Bear Lake West 7.5-Minute USGS Quadrangles, and Ramsey and Washington County Pollution Sensitivity maps (County Atlas Series).
 * DWSMA geologic sensitivity (L-scores) as determined by MDH using MN CWI data.

Drawn: 6/23/2021
 Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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PART 1 WELLHEAD PROTECTION AMENDMENT
WHITE BEAR LAKE, MINNESOTA

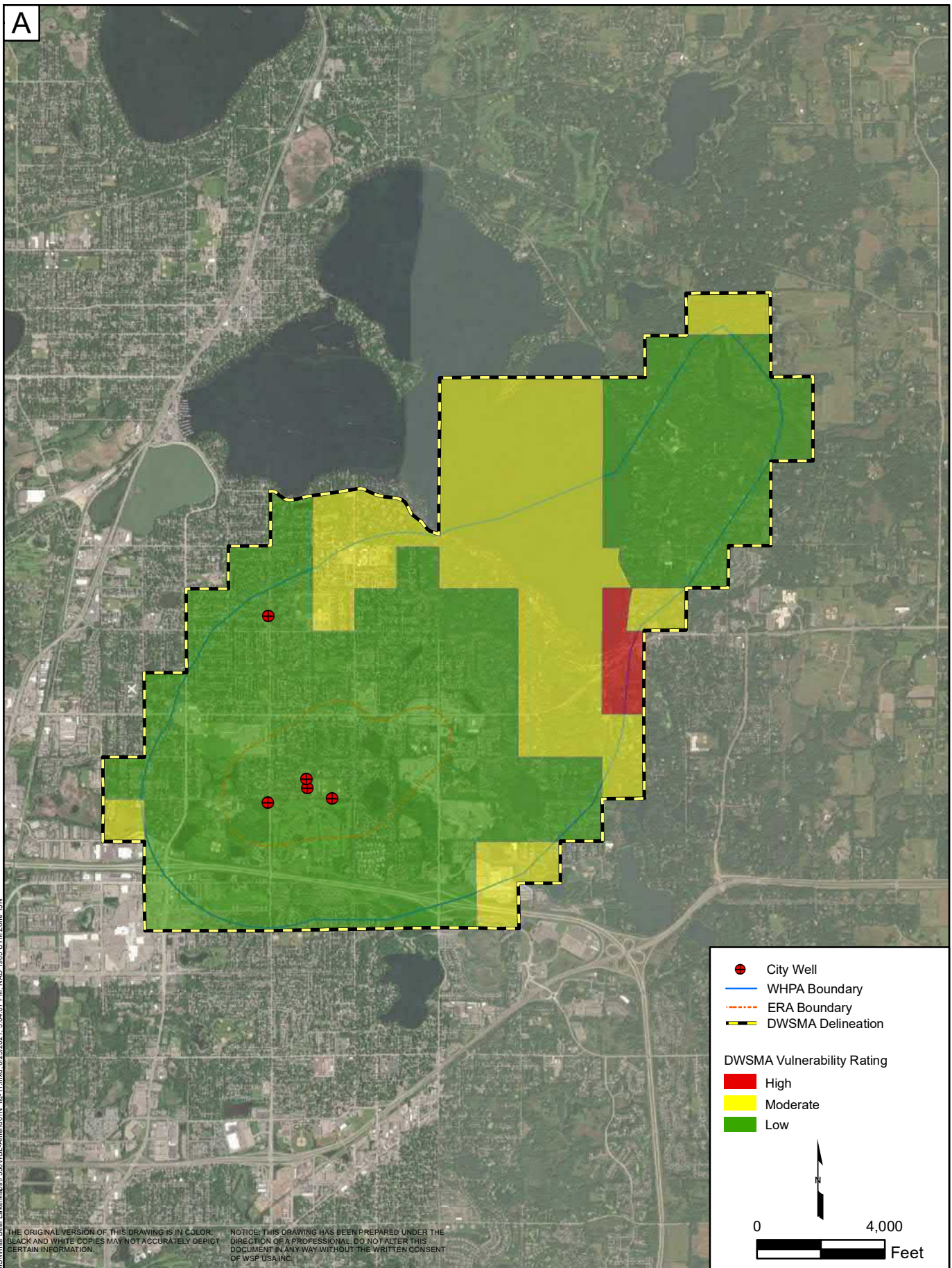
PREPARED FOR
 City of White Bear Lake

FIGURE 10

DRINKING WATER SUPPLY MANAGEMENT
AREA GEOLOGIC SENSITIVITY ASSESSMENT

WSP Office: Minneapolis, MN | Source: GIS/USGS, Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

A



- City Well
- WHPA Boundary
- ERA Boundary
- DWSMA Delineation

DWSMA Vulnerability Rating

- High
- Moderate
- Low

0 4,000
Feet

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WSP Office: Minneapolis, MN | Source: G:\GIS\Info\Part 1\Map\Map\3381\WB\Amend01M_1p_11.mxd, 6/23/2021, 3:04:07 PM, MDD, 1085, UTM, Zone 18N

Drawn: 6/23/2021
Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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**PART 1 WELLHEAD PROTECTION AMENDMENT
WHITE BEAR LAKE, MINNESOTA**

PREPARED FOR
City of White Bear Lake

FIGURE 11

**DRINKING WATER SUPPLY MANAGEMENT
AREA VULNERABILITY ASSESSMENT**

APPENDIX

A FRACTURE FLOW DELINEATION INFORMATION

Unique Well# =
 Well No. 4
 X = 499,567.000, Y = 4,987,709.000

5 Year Pumping Volume (1825 days)				
Pumping Volume (Q):	3,653.00 m3/day	129,004.48 cu.ft./day	670.153 gal./min.	965,020.50 gal./day
Water Producing Zone Thickness (L):	38.4 m	125.984 ft.		
Effective Porosity (n):	0.05			
Original (CFR) Radius:	1,051.31 m	3,449.18 ft.		
New Radius:	1,203.99 m	3,950.10 ft.		
New Pumping Volume (Q): *	4,791.09 m3/day	169,195.61 cu.ft./day	878.938 gal./min.	1,265,671.06 gal./day

Unique Well# =
 Well No. 3
 X = 500,180.000, Y = 4,987,745.000

5 Year Pumping Volume (1825 days)				
Pumping Volume (Q):	3,294.00 m3/day	116,326.51 cu.ft./day	604.294 gal./min.	870,182.74 gal./day
Water Producing Zone Thickness (L):	38.4 m	125.984 ft.		
Effective Porosity (n):	0.05			
Original (CFR) Radius:	998.315 m	3,275.31 ft.		
New Radius:	1,143.30 m	3,750.98 ft.		
New Pumping Volume (Q): *	4,320.24 m3/day	152,567.84 cu.ft./day	792.56 gal./min.	1,141,286.74 gal./day

OVERLAP SUMMARY INFORMATION

Original (CFR) Area for Well# :	3,472,252.60 m2	37,374,979.81 sq.ft.
New (CFR) Area for Well# :	4,554,027.22 m2	49,019,093.54 sq.ft.
Original (CFR) Area for Well# :	3,131,015.63 m2	33,701,939.09 sq.ft.
New (CFR) Area for Well# :	4,106,478.41 m2	44,201,723.00 sq.ft.
Overlap Area to Well# :	1,081,774.61 m2	11,644,113.73 sq.ft.
Overlap Area to Well# :	975,462.79 m2	10,499,783.91 sq.ft.
Total Overlap Area:	2,057,237.40 m2	22,143,897.65 sq.ft.

* = New Pumping Volumes (Q) if needed for additional overlap computations with another well.

UP-GRADIENT EXTENSION (UGE)

(area beyond the New Areas of both Wells)

(area beyond the New Areas of both Wells)

Bearing from Well# = 54° from North +/- 10°.

Bearing from Well# = 54° from North +/- 10°.

Up-Gradient Extension Area:	3,408,190.13 m2	36,685,417.74 sq.ft.
Up-Gradient Intersection Area:	2,598,929.40 m2	27,974,616.12 sq.ft.

Unique Well# =

Well No. 4

X = 499,567.000, Y = 4,987,709.000

6 Month Pumping Volume (182 days)

Pumping Volume (Q):	3,653.00 m3/day	129,004.48 cu.ft./day	670.153 gal./min.	965,020.50 gal./day
Water Producing Zone Thickness (L)	38.4 m	125.984 ft.		
Effective Porosity (n):	0.05			
Original (CFR) Radius:	331.998 m	1,089.23 ft.		
New Radius:	333.143 m	1,092.99 ft.		
New Pumping Volume (Q): *	3,678.25 m3/day	129,896.25 cu.ft./day	674.786 gal./min.	971,691.43 gal./day

Unique Well# =

Well No. 3

X = 500,180.000, Y = 4,987,745.000

6 Month Pumping Volume (182 days)

Pumping Volume (Q):	3,294.00 m3/day	116,326.51 cu.ft./day	604.294 gal./min.	870,182.74 gal./day
Water Producing Zone Thickness (L)	38.4 m	125.984 ft.		
Effective Porosity (n):	0.05			
Original (CFR) Radius:	315.262 m	1,034.33 ft.		
New Radius:	316.35 m	1,037.89 ft.		
New Pumping Volume (Q): *	3,316.77 m3/day	117,130.65 cu.ft./day	608.471 gal./min.	876,198.08 gal./day

OVERLAP SUMMARY INFORMATION

Original (CFR) Area for Well# :	346,273.96 m2	3,727,258.26 sq.ft.
New (CFR) Area for Well# :	348,667.66 m2	3,753,023.80 sq.ft.
Original (CFR) Area for Well# :	312,243.75 m2	3,360,960.50 sq.ft.
New (CFR) Area for Well# :	314,402.21 m2	3,384,193.92 sq.ft.
Overlap Area to Well# :	2,393.70 m2	25,765.54 sq.ft.
Overlap Area to Well# :	2,158.46 m2	23,233.42 sq.ft.
Total Overlap Area:	4,552.16 m2	48,998.96 sq.ft.

* = New Pumping Volumes (Q) if needed for additional overlap computations with another well.

UP-GRADIENT EXTENSION (UGE)

(area beyond the New Areas of both Wells)

(area beyond the New Areas of both Wells)

Bearing from Well# = 54° from North +/- 10°.

Bearing from Well# = 54° from North +/- 10°.

Up-Gradient Extension Area:	644,424.34 m2	6,936,519.18 sq.ft.
Up-Gradient Intersection Area:	4,444.68 m2	47,842.08 sq.ft.

APPENDIX

B CITY WELL VULNERABILITY WORKSHEETS



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
SWP Vulnerability Rating**



625 Robert St. N. St. Paul MN 55155
P.O. Box 64975 St. Paul MN 55164 - 0975

PWSID: 1620024
SYSTEM NAME: White Bear Lake
WELL NAME: Well #1

TIER: 2
WHP RANK:
UNIQUE WELL #: 00014005

COUNTY: Ramsey TOWNSHIP NUMBER: 30 RANGE: 22 W SECTION: 36 QUARTERS: BCDA

<u>CRITERIA</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
Aquifer Name(s)	: Jordan	
DNR Geologic Sensitivity Rating	: Low	20
L Score	: 0	
Geologic Data From	: Well Record	
Year Constructed	: 1959	
Construction Method	: Cable Tool/Bored	0
Casing Depth	: 390	5
Well Depth	: 490	
Casing grouted into borehole?	Unknown	0
Cement grout between casings?	Yes	0
All casings extend to land surface?	Yes	0
Gravel - packed casings?	No	0
Wood or masonry casing?	No	0
Holes or cracks in casing?	Unknown	0
Isolation distance violations?		0
Pumping Rate	: 1100	20
Pathogen Detected?		0
Surface Water Characteristics?		0
Maximum nitrate detected	: <.4	0
Maximum tritium detected	: 7.87 04/06/2015	VULNERABLE
Non-THMS VOCs detected?		0
Pesticides detected?		0
Carbon 14 age	: Unknown	0
Wellhead Protection Score	:	45
Wellhead Protection Vulnerability Rating	:	VULNERABLE
Vulnerability Overridden	:	

COMMENTS

Very low rating was determined by the presence of the Glenwood and basal St. Peter shale beds, Previous tritium result 14.2 TU on 07/29/1991.



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
SWP Vulnerability Rating**



625 Robert St. N. St. Paul MN 55155
P.O. Box 64975 St. Paul MN 55164 - 0975

PWSID: 1620024
SYSTEM NAME: White Bear Lake
WELL NAME: Well #2

TIER: 2
WHP RANK:
UNIQUE WELL #: 00222880

COUNTY: Ramsey TOWNSHIP NUMBER: 30 RANGE: 22 W SECTION: 36 QUARTERS: BCDA

<u>CRITERIA</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
Aquifer Name(s)	: Wonewoc-Mt.Simon	
DNR Geologic Sensitivity Rating	: Very low	0
L Score	: 0	
Geologic Data From	: Well Record	
Year Constructed	: 1962	
Construction Method	: Cable Tool/Bored	0
Casing Depth	: 700	0
Well Depth	: 970	
Casing grouted into borehole?	Unknown	0
Cement grout between casings?	Yes	0
All casings extend to land surface?	Yes	0
Gravel - packed casings?	No	0
Wood or masonry casing?	No	0
Holes or cracks in casing?	Unknown	0
Isolation distance violations?		0
Pumping Rate	: 1650	20
Pathogen Detected?		0
Surface Water Characteristics?		0
Maximum nitrate detected	: <.4	0
Maximum tritium detected	: Unknown	0
Non-THMS VOCs detected?		0
Pesticides detected?		0
Carbon 14 age	: A	-20
Wellhead Protection Score	:	0
Wellhead Protection Vulnerability Rating	:	NOT VULNERABLE
Vulnerability Overridden	:	

COMMENTS

Very low rating was determined by the presence of the Glenwood, basal St. Peter shale beds, and the St. Lawrence confining layers.



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
SWP Vulnerability Rating**



625 Robert St. N. St. Paul MN 55155
P.O. Box 64975 St. Paul MN 55164 - 0975

PWSID: 1620024
SYSTEM NAME: White Bear Lake
WELL NAME: Well #3

TIER: 2
WHP RANK:
UNIQUE WELL #: 00205733

COUNTY: Ramsey TOWNSHIP NUMBER: 30 RANGE: 22 W SECTION: 36 QUARTERS: BDCD

<u>CRITERIA</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
Aquifer Name(s)	: Prairie Du Chien-Jordan	
DNR Geologic Sensitivity Rating	: Low	20
L Score	: 2	
Geologic Data From	: Well Record	
Year Constructed	: 1966	
Construction Method	: Cable Tool/Bored	0
Casing Depth	: 289	5
Well Depth	: 513	
Casing grouted into borehole?	Unknown	0
Cement grout between casings?	Yes	0
All casings extend to land surface?	Yes	0
Gravel - packed casings?	No	0
Wood or masonry casing?	No	0
Holes or cracks in casing?	Unknown	0
Isolation distance violations?		0
Pumping Rate	: 2400	20
Pathogen Detected?		0
Surface Water Characteristics?		0
Maximum nitrate detected	: .4 08/05/2014	0
Maximum tritium detected	: 7.5 02/19/2013	VULNERABLE
Non-THMS VOCs detected?		0
Pesticides detected?		0
Carbon 14 age	: Unknown	0
Wellhead Protection Score	:	45
Wellhead Protection Vulnerability Rating	:	VULNERABLE
Vulnerability Overridden	:	

COMMENTS
vulnerable based on tritium result from well 014005.



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
SWP Vulnerability Rating**



625 Robert St. N. St. Paul MN 55155
P.O. Box 64975 St. Paul MN 55164 - 0975

PWSID: 1620024
SYSTEM NAME: White Bear Lake
WELL NAME: Well #4

TIER: 2
WHP RANK:
UNIQUE WELL #: 00226566

COUNTY: Ramsey TOWNSHIP NUMBER: 30 RANGE: 22 W SECTION: 35 QUARTERS: ADDD

<u>CRITERIA</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
Aquifer Name(s)	: Prairie Du Chien-Jordan	
DNR Geologic Sensitivity Rating	: Low	20
L Score	: 0	
Geologic Data From	: Well Record	
Year Constructed	: 1969	
Construction Method	: Cable Tool/Bored	0
Casing Depth	: 267	5
Well Depth	: 476	
Casing grouted into borehole?	Unknown	0
Cement grout between casings?	Unknown	5
All casings extend to land surface?	Yes	0
Gravel - packed casings?	No	0
Wood or masonry casing?	No	0
Holes or cracks in casing?	Unknown	0
Isolation distance violations?		0
Pumping Rate	: 2400	20
Pathogen Detected?		0
Surface Water Characteristics?		0
Maximum nitrate detected	: .17 08/05/2014	0
Maximum tritium detected	: 7.32 03/24/2014	VULNERABLE
Non-THMS VOCs detected?		0
Pesticides detected?		0
Carbon 14 age	: Unknown	0
Wellhead Protection Score	:	50
Wellhead Protection Vulnerability Rating	:	VULNERABLE
Vulnerability Overridden	:	

COMMENTS

Low rating was determined by the presence of the Glenwood and basal St. Peter shale layers
VULNERABLE BASED ON TRITIUM RESULT FROM WELL 014005.

APPENDIX

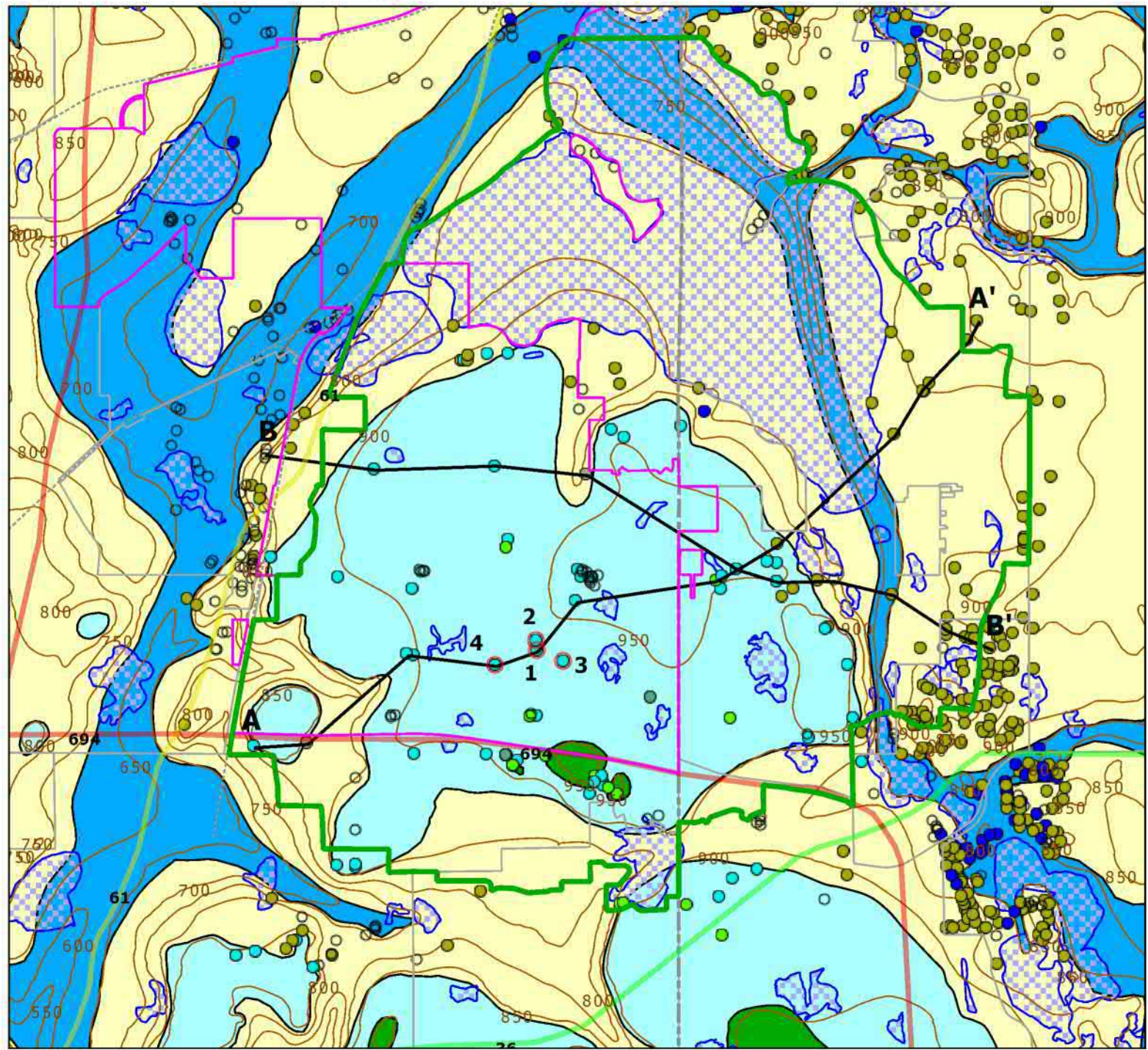
C

**GEOLOGIC CROSS-
SECTIONS**



Figure C1

Figure Bedrock Geology



Legend

Bedrock

- DECORAH SHALE
- JORDAN SANDSTONE
- PLATTEVILLE-GLENWOOD FRMS.
- PRAIRIE DU CHEIN GROUP
- PRAIRIE DU CHIEN GROUP
- ST. PETER SANDSTONE
- ST. LAWRENCE-FRANCONIA Fm
- Water Body
- Bedrock Elevation (ft)

Wells - 1st Bdrk

- Unconsolidated
- Not Recorded
- Decorah
- Decorah-Platteville
- Glenwood-St Peter
- Prairie du Chien
- Platteville-Glenwood
- Platteville
- St Peter

Highways

- County Road
- Interstate
- State Highway
- US Highway
- City Limits
- City Wells
- DWSMA

Other Symbols:

- Sec_Trace
- CTU
- County line
- Railroads

Figure C2 - Geologic Cross Section A – A' (a) stratigraphic codes and (b) cross section (*on next page*)

(a)

Surficial Geology

Qno	New Ulm Formation outwash
Qna	New Ulm Formation sandy till
Qnd	Twin Cities Member of New Ulm Formation (diamicton of mixed provenance)
Qcl	Cromwell Formation lake sand and clay
Qco	Cromwell Formation outwash
Qcs	Cromwell Formation complex of sand and gravel and till
Qct	Cromwell Formation till

Well Log Stratigraphic Units

The four letter codes applied in CWI are used.

The first letter indicates the geological period: Q – Quaternary, O – Ordovician, and C – Cambrian.

Quaternary Deposits

The second letter indicates lithology:

C	Clay
F	Sand
G	Gravel
L	Sandy clay
P	Pebbly clay or pebbly, sandy clay
T	Till (diamicton)
U	Unknown / not recorded

The third letter isn't used, and the fourth letter indicates color

B	Brown
G	Gray
R	Red
Y	Yellow

Bedrock

PVL	Platteville Formation
GWD	Glenwood Formation
STP	St. Peter Sandstone
PDC	Prairie du Chien Group
JDN	Jordan Sandstone
STL	St. Lawrence Formation

Figure C3 - Geologic Cross Section B – B' (a) stratigraphic codes and (b) cross section (*on next page*)

(a)

Surficial Geology

Qno	New Ulm Formation outwash
Qnd	Twin Cities Member of New Ulm Formation (diamicton of mixed provenance)
Qco	Cromwell Formation outwash
Qct	Cromwell Formation till

Well Log Lithologic Units

The four letter codes applied in CWI are used.

The first letter indicates the geological period: Q – Quaternary, O – Ordovician, and C – Cambrian.

Quaternary Deposits

The second letter indicates lithology:

C	Clay
F	Sand
G	Gravel
H	Sand, gravel, and larger
L	Sandy clay
P	Pebbly clay or pebbly, sandy clay
U	Unknown / not recorded

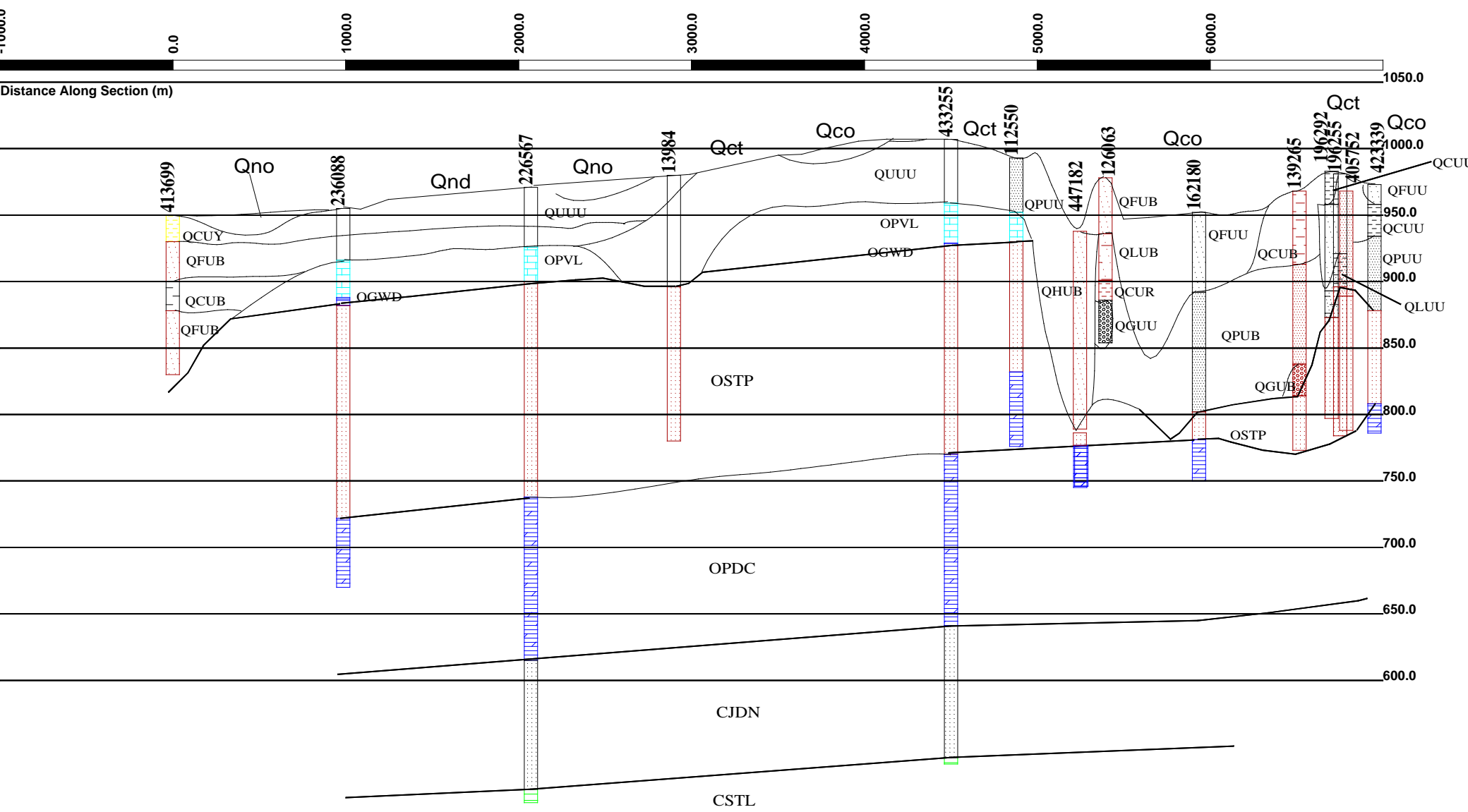
The third letter isn't used, and the fourth letter indicates color

B	Brown
G	Gray
R	Red
Y	Yellow

Bedrock

PVL	Platteville Formation
GWD	Glenwood Formation
STP	St. Peter Sandstone
PDC	Prairie du Chien Group
JDN	Jordan Sandstone
STL	St. Lawrence Formation

City of White Bear Lake
Phase I Wellhead Protection Plan
Figure C3 - Cross Section B - B'





City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker, City Manager
Kerri Kindsvater, Finance Director

Date: December 2, 2021

Subject: Resolutions adopting the Revised 2021 and Proposed 2022 budget, and adopting the corresponding 2021 Tax Levy collectible in 2022

BACKGROUND

At its regular meeting on September 28, 2021, the City Council adopted a preliminary \$8,080,000 tax levy, which was forwarded to Ramsey County to use in developing the truth in taxation statements mailed to all property owners in November. In accordance with state statute, the Council may choose to lower the preliminary tax levy as adopted in September, but cannot increase the amount.

Prior to forwarding a recommendation to the City Council for the preliminary tax levy in September, City departments prepared budget requests and recommendations for the 2022 Budget and submitted them to the Finance Director and City Manager for review. The City Council held a work session in August to discuss the proposed budget and received a final draft document in early November. A copy of the proposed 2022 Budget was also posted on the City's website.

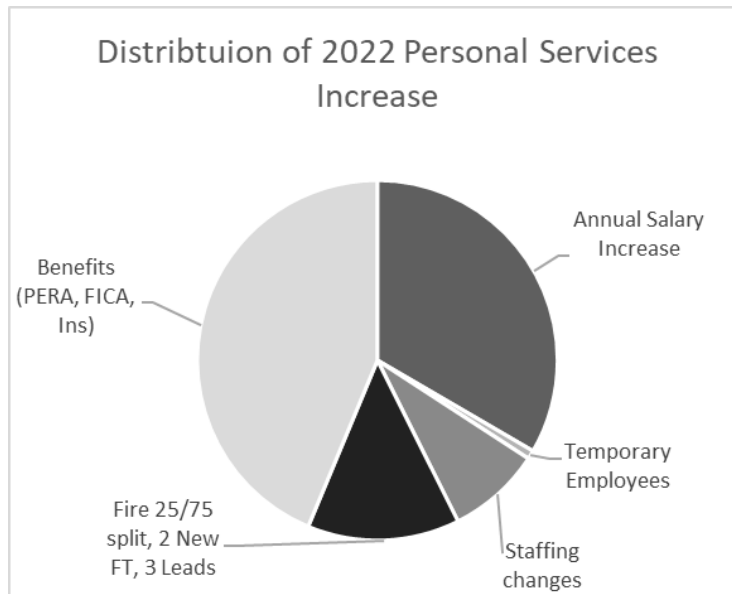
Prior to adoption of the 2021 Tax Levy collectible in 2022 which supports the proposed 2022 budget, the City Council is required to hold a truth-in-taxation public hearing. Notices of tonight's meeting was included in the County's tax statements mailed out this fall.

SUMMARY

The preliminary tax levy of \$8,080,000 adopted by the City Council at its September 28 meeting reflects a \$347,000 increase in overall General Fund operations, a \$163,000 levy to support 2021 debt service obligations, and \$200,000 to support the gradual migration of Engineering Department operations out of the Construction Fund into the General Fund.

Proposed 2022 General Fund Expenditures

The proposed budget reflects an increase in general fund expenditures of \$813,915, with personnel cost increases accounting for 77% of this increase. The chart below reflects the distribution of these personnel cost increases.



Personnel changes are accounted for as follows:

- 3.0% increase on January 1 with an additional 1% mid-year (a 3.5% annual average)
- Fire Department:
 - Firefighter/Paramedic salaries split with Ambulance Fund changed from 20/80 to 25/75
 - Two new firefighter/paramedic positions added as part of 3-year plan to build third 24/7 full-time crew
 - Creation of lead assignments for full-time crews (not new positions, but promotions to leads)
- GIS position budgeted for full year, (2021 budget had position starting on July 1, 2021)
- Building Department staff, non-union Public Works staff, and mechanic salaries to adjusted to market rates
- Increased allocations for health insurance, workers compensation insurance and other benefits to the Employment Expense Fund to provide funding for actual coverage costs
- Changes resulting in savings or no net increase:
 - Funding for two budgeted positions, (Engineering Tech III and Parks Building Maintenance), re-allocated to support an Accounting Technician and second mechanic in the Garage
 - Savings in Police Department as new officers fill openings from one retirement and three vacancies

The 2022 budget for total supplies increases \$66,022 over the 2021 budget. Notable changes in these accounts include:

- A total of \$12,000 moved from the Equipment Repairs Vehicle Repairs budgets in Streets and Parks budgets for repairs now handled by staff mechanics instead of outside service providers, (*resulting in reduction of outside service line items*)
- \$1,000 increase in tire replacement costs for the Street Department fleet
- Engineering survey instruments and traffic counter supplies
- Replacement of two police vehicle light bars, this process will continue through 2026 to upgrade the units on all marked squad cars
- Street Lighting expenditures for new poles, ballasts, globes and new lights at intersections and cul-de-sacs

Other Services costs increase a total of \$121,266 over the 2021 budget. Sizable projects impacting the change:

- \$30,000 fees for contracted building and permit plan reviews to assist Building Department staff
- Increase in Boulevard tree removal costs (Emerald Ash)
- Training and conference attendance costs added back to departments, (not included in 2021 due to pandemic)
- Increase in Ramsey County Dispatch Services (based on calls for service)
- Technology:
 - LOGIS training for new GIS staff person
 - Engineering ACR software/support upgrade to advanced editing license
 - Telephone call recording functionality for 12 lines in the Police Department
 - Technology costs for the Police Department's records management system
 - Replacement of the Public Works Department fleet management system
 - Additional expenditures to accept electronic payments. Most fees are passed on to customers; however some cannot due to the technology for the online process in some departments. Fees will be increased to cover the costs of the services not passed on to customers.

Revenues

The City's proposed revenues for the 2022 year reflect greater optimism than last year based on the economy's current and projected performance.

Non-Business Permit (Building permits and related items) revenues:

The City received building permit revenues for three school district projects tied to the 2019 bond referendum at the end of 2020. Revenues related to these projects expand in 2022 as work at North Campus continues. Permit revenues from these multiple projects will offer additional revenues over the next few years above those received from issuance of routine residential and business permits. However, a portion of these revenues collected will be off-set by correlating cost increases for contracted plan review services and inspections.

Local Government Aid:

Local Government Aid (LGA) is an important revenue source that must be monitored in the coming years. Based on the aid distribution formula, Local Government Aid is reduced as a city's tax base grows at a proportionately greater rate, as has been the case for White Bear Lake.

Legislative action in 2019 increased the overall LGA appropriation in order to hold steady the amount of aid distributed to all cities. Therefore, though White Bear Lake's calculated aid allocation decreased in 2020, funding remained at 2019 levels and the City received \$1,587,297.

The City's 2021 aid allocation was reduced by \$254,580, to \$1,333,615. *(The rate of reduction is capped at \$10 per capita, which calculates to \$254,580 based on the Met Council's population data).* To account for the drop in aid, the City's 2021 Budget removed LGA allocations from the City's Equipment Acquisition and Municipal Funds to eliminate the impact on the General Fund Budget.

According to original state calculation, White Bear Lake's 2022 aid allocation was estimated to be \$1,076,095, (the max \$10 per population reduction); however, passage of a LGA Hold Harmless Supplemental Aid package this past spring resulted in an additional \$257,520 in supplemental funding for White Bear Lake, holding the aid at the 2021 level.

As overall property values increase, White Bear Lake can expect to see continued reductions in Local Government Aid. Future cuts in the City's LGA allocation will directly affect the General Fund. Greater than anticipated revenues and careful management of expenditures result in healthy year-end fund balances that provide some flexibility in supporting operations and capital purchases in the Equipment Acquisition and Municipal Building Funds.

American Rescue Plan Aid:

The City received its first half of its \$2.7 million American Rescue Plan Aid (ARPA) in July. As mentioned in a recent memo to the City Council, eligible expenditures must fall within the following categories:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential works
- Invest in water, sewer and broadband infrastructure

Though all five categories are important in consideration of assistance to the community as we continue to navigate challenges related to the pandemic, replacement of lost public sector revenue offers cities the most flexibility toward using the funds to support government services. The U.S. Treasury established a methodology to calculate lost revenue to ensure consistency of application between organizations. The calculation format uses entity-wide revenues and can be re-calculated each year throughout the aid program. White Bear Lake's calculated revenue loss was approximately \$2 million. This qualifying amount gives the City Council expanded options for using the funds for more than the water, sewer and surface water projects originally discussed earlier this year.

The City may not arbitrarily assign a portion of the ARPA as a revenue source or a transfer into the General Fund. It must identify expenditures it is paying with the funds.

In creation of the 2021 Revised and 2022 Proposed Budgets, ARPA funds were used to support some operations; however, application of ARPA funds primarily focuses on one-time expenditures or capital projects. This was done in pursuit of the following goals:

1. Reduce need for future bond issuance for capital purchases;
2. Avoid application of one-time funding for operational costs that ultimately lead to greater burden on future levies;
3. Allocate ARPA funds to capital improvement funds such, as the Equipment Acquisition Fund, to supplant LGA funds routinely assigned to the fund so the LGA revenue can be applied to the General Fund.

A copy of the ARPA expenditure schedule as reviewed by Council in August is attached. This plan is basis for the American Rescue Plan Aid Fund and will be adopted accordingly.

PROPOSED 2021 REVISED GENERAL FUND BUDGET

Expenditures

The Revised 2021 Budget reflects a \$217,457 reduction in budgeted expenditures after factoring out the \$600,000 total transfer to the Equipment Acquisition and Municipal Building Funds. The majority of the savings comes from personnel costs:

- Delayed hiring of the budgeted GIS position
- Vacancies in Building, Engineering, and Police Department positions
- Identified savings in Fire Department personnel costs; continued ability to better anticipate call back and temporary salary costs in the new staffing model based on actual experiences in recent years.
- Training opportunities originally budgeted for in multiple departments are delayed another year due as the sessions slowly return to in-person attendance.
- Contracted Services eliminates the Emergency Appropriation of \$15,000 as any unknown items were included in specific budgets and experiences a reduction in snow removal activities.

Revenues

Anticipated General Fund revenues exceed the budget estimates by \$358,204. The following activities provide the additional revenues:

- Franchise fees
- Building permit fees related to school district projects
- Other Non-Business permit fees (Electrical, HVAC, Plumbing and Driveways)
- Rental inspection fees
- ARPA funding support for City Manager Office and Finance administrative work

The attached General Fund Revenue Summary provides detail information for all revenue accounts.

IMPACT OF TAX LEVY

The impact of the 2021 levy collectible in 2022 on properties within the City is dependent upon the City's overall taxable market valuation, the relative difference in valuation increases for all property classifications, as well as the value of any particular property as appraised by the County.

Overall market values in the City increased 2.2% in White Bear Lake, down from last year's increase of 7.18%. Below, taxable market value increases are show by property classifications.

	WBL Properties % Increase in Values	Ramsey County % Increase in Values
Residential (SF)	2.4%	3.4%
Apartments	5.2%	5.7%
Commercial	.6%	.4%
Industrial	.9%	4.5%

The 2021 tax rate of 22.216% is calculated by applying the City's overall taxable market value against the \$8,080,000 tax levy. This tax rate is then used to calculate an individual property's taxes. In the case of a median valued home of \$260,300, the City portion of this property's taxes will be \$547.62, or \$55.44 more than last year's median valued home.

Attached are charts that illustrate the impact of the proposed levy on a variety of properties tracked by the City each year.

RECOMMENDATION

Staff recommends approval of the following resolutions as presented in the 2022 Budget document:

- Resolution adopting the 2021 tax levy collectible in 2022 at \$8,080,000
- Resolution adopting the 2022 Budget and Revising the 2021 Budget
- Resolution committing fund balances for specific purposes
- Resolution authorizing city contributions toward volunteer and employee recognition.
- Resolution authorizing and acknowledging the City's contributions and involvement in promoting business and cultural activities in White Bear Lake.

ATTACHMENTS

Supporting Memorandum
Resolutions

Planned ARPA Expenditures

	2021	2022	2023	2024	Total
Support Public Health Expenditures					-
Assistance to Northeast Youth and Family Services	-	10,000	-	-	10,000
	-	10,000	-	-	10,000
Negative Impacts Caused by the Public Health Emergency					
City Hall Air Handler	-	245,000	-	-	245,000
City Hall Exhaust Well	-	15,000	-	-	15,000
License Bureau Relocation	-	200,000	-	-	200,000
	-	460,000	-	-	460,000
Revenue Loss Recapture					
Fire Department 800MHz Radios	-	20,000	-	-	20,000
Public Works Back-up Generator	-	125,000	-	-	125,000
Streets Single Axle Dump Truck	-	230,000	-	-	230,000
City Hall Office Expansion	-	140,000	-	-	140,000
Police Squad Car Replacements	-	165,000	-	-	165,000
Police 800MHz Portable Radios	-	20,000	-	-	20,000
Police Squad Laptop Computers	-	20,000	-	-	20,000
Police Squad Cameras	-	15,000	-	-	15,000
City Manager Department - ARPA Funds Administration	25,000	25,000	-	-	50,000
Finance - ARPA Funds Administration	25,000	25,000	-	-	50,000
Fire Department - New Medic	-	24,000	24,000	24,000	72,000
Armory - Operating Expenditures	50,000	45,000	-	-	95,000
Sports Center - Operating Expenditures	75,000	50,000	-	-	125,000
Municipal Building - Energy Performance Contract	360,000				360,000
Ambulance - Operating Expenses	-	68,400	-	-	68,400
Ambulance - New Medics	-	157,600	144,000	80,000	381,600
License Bureau - Operating Expenses	50,000	25,000	-	-	75,000
	585,000	1,155,000	168,000	104,000	2,012,000
Investment in Water, Sewer, and Broadband					
Water Treatment Plant Security Fencing, Gates, Card Readers	-	180,000	-	-	180,000
Water Treatment Plant Upgrade Security Camera System		21,500	-	-	21,500
Water Treatment Plant Intrusion Alarm		9,400	-	-	9,400
Water Well Rehab	-	40,000	-	-	40,000
Unallocated	-	-	-	49,946	49,946
	-	250,900	-	49,946	300,846
 Total	 585,000	 1,875,900	 168,000	 153,946	 2,782,846

RESOLUTION NO. _____

**RESOLUTION APPROVING THE 2021 TAX LEVY
COLLECTIBLE IN 2022**

WHEREAS, the City of White Bear Lake is annually required by Charter and State law to approve a resolution setting forth an annual tax levy to the Ramsey and Washington County Auditors; and

WHEREAS, Minnesota Statutes currently in force require certification of a proposed tax levy to the Ramsey and Washington County Auditors on or before December 28, 2021; and

WHEREAS, detail for the revised 2021 and 2022 budgets have been submitted to the City Council by the City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of White Bear Lake, Ramsey and Washington Counties, Minnesota that the following sums are levied in 2021, collectible in 2022, upon the taxable property in said City of White Bear Lake for the following purposes:

General Fund	\$ 7,200,000
Emerald Ash Borer	25,000
Debt Service: YMCA/Sports Center	132,000
Debt Service: Street Construction - 2018	220,000
Debt Service: Street Construction - 2019	81,000
Debt Service: Street Construction - 2020	107,000
Debt Service: Equipment Certificates - 2020	152,000
Debt Service: Street Construction - 2021	100,000
Debt Service: Equipment Certificates - 2021	<u>63,000</u>
Gross Levy	8,080,000
Less: Fiscal Disparity	<u>(962,390)</u>
Net Levy	<u><u>7,117,610</u></u>

BE IT FURTHER RESOLVED, that provision has also been made for payment of the City's share of Public Employees Retirement Association's contributions for the ensuing years; and

RESOLUTION NO. _____

BE IT FURTHER RESOLVED, that there is a sufficient sum of monies in all Debt Service Funds of the City which are irrevocably pledged to pay principal and interest in 2022 on all outstanding bond issues, and the deferred annual tax levies previously certified to the County Auditor are hereby canceled, and replaced by the above debt service tax levy; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the County Auditor's of Ramsey and Washington Counties, Minnesota, as required by law.

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

Ayes
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE 2022 BUDGET AND REVISING THE 2021 BUDGET
AS ADOPTED BY RESOLUTION NO. 12684**

WHEREAS, the City Charter provides for the adoption of an annual operating budget and that such adoption shall precede the tax levy resolution; and

WHEREAS, State law provides that such tax levy resolution shall be submitted to the County Auditor prior to December 28th of the year preceding collection; and

WHEREAS, the Mayor and City Council had been presented with budget recommendations for expenditures and revenues, such that revenues fully fund expenditures and provide a safe margin of undesignated fund balances; and

WHEREAS, Resolution No.12684 adopted the 2021 operating budget; and

WHEREAS, the City Charter authorizes the transfer of sums to other purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota, that the 2022 operating budget shall be adopted and the 2021 operating budget shall be revised as follows:

Revenue:	<u>2021 Budget</u>	<u>2022 Budget</u>
<u>General Fund</u>		
General Property Tax	\$ 6,669,500	\$ 7,216,000
Franchise Fees and Fines	380,570	381,000
Licenses and Permits	984,504	1,006,690
Intergovernmental	2,110,312	2,143,315
Charges for Services	718,736	782,251
Miscellaneous	129,950	125,650
Transfers In	<u>1,507,100</u>	<u>1,293,000</u>
Total General Fund	<u>12,500,672</u>	<u>12,947,906</u>
 <u>Special Revenue Funds</u>		
Amercian Rescue Plan Aid	1,413,839	1,369,007
Armory	72,300	67,300
Surface Water Pollution Prevention	201,167	236,170
Marina Operations	384,000	400,000
Sport Center	639,604	619,165
Forfeiture	41,000	41,000
Economic Development	<u>739,866</u>	<u>488,800</u>
Total Special Revenue Funds	<u>3,491,776</u>	<u>3,221,442</u>

RESOLUTION NO. _____

Debt Service Funds

Non-Bonded Special Assessment	765,010	735,110
2012 Special Assessment	200,000	192,000
2012 Refunding Tax Increment (PM)	160,000	160,000
2016 Tax Increment (BWC)	140,000	140,000
2018A G.O. Improvement and Equip. Cert.	455,504	409,200
2018B G.O. Tax Abatement Bonds	300,205	245,200
2019A G.O. Improvement Bonds	140,480	133,310
2020A G.O. Improvement and Equip. Cert.	653,432	310,855
2021A G.O. Improvement and Equip. Cert.	57,960	193,000
Total Debt Service Funds	<u>2,872,591</u>	<u>2,518,675</u>

Capital Project Funds

Equipment Acquisition	1,614,216	574,475
Municipal Building	1,868,562	13,545,000
Park Improvement	577,880	111,400
Construction	2,330,916	4,238,000
HRA Tax Increment	598,000	598,000
Total Capital Project Funds	<u>6,989,574</u>	<u>19,066,875</u>

Enterprise Funds

Water Utility	4,602,820	1,999,790
Sewer Utility	3,592,290	3,521,000
Environmental Recycling & Disposal Waste	1,798,116	1,762,333
Ambulance	1,947,000	2,456,000
Pioneer Manor	412,850	429,500
License Bureau	746,550	792,340
Total Enterprise Funds	<u>13,099,626</u>	<u>10,960,963</u>

Internal Service Funds

Insurance	562,621	311,502
Employee Expense	<u>3,464,636</u>	<u>3,790,798</u>
Total Internal Service Funds	<u>4,027,257</u>	<u>4,102,300</u>

Revenue Subtotal	<u>42,981,496</u>	<u>52,818,161</u>
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Community Reinvestment	<u>113,666</u>	<u>112,793</u>
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Total Revenue	<u><u>\$ 43,095,162</u></u>	<u><u>\$ 52,930,954</u></u>
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RESOLUTION NO. _____

Appropriations/Reserves:	<u>2021 Budget</u>	<u>2022 Budget</u>
<u>General Fund</u>		
Legislative	\$ 153,386	\$ 156,713
Administration	396,593	441,538
Finance	652,353	724,024
Legal	77,469	68,583
City Hall	331,536	355,682
Elections	83,434	84,505
Planning	379,294	375,393
Public Safety		
Public Safety Facility	-	86,547
Police	4,965,645	5,174,627
Fire	978,944	1,105,721
Dispatch	220,700	223,300
Legal Prosecution	153,591	158,233
Animal Control	22,399	24,433
Emergency Preparedness	14,549	16,569
Building and Code Enforcement	638,038	749,151
Public Works		
Public Works Facility	211,177	214,223
Engineering	660,424	752,243
Garage	177,225	255,860
Streets	585,690	613,432
Snow and Ice Removal	259,757	282,067
Street Lighting	202,958	218,084
Parks	631,890	716,092
Non-Departmental		
General Services	-	26,000
Senior Bus	7,500	7,500
Lake Conservation District	42,660	36,025
Northeast Youth and Family Services	50,920	52,960
Contingency	-	10,000
Transfers	600,000	-
Total General Fund	<u>12,498,132</u>	<u>12,929,505</u>
<u>Special Revenue Funds</u>		
American Rescue Plan Aid	585,000	1,875,900
Armory	74,212	78,355
Surface Water Pollution Prevention	286,139	361,927
Marina Operations	377,499	341,282
Sport Center	641,013	675,929
Forfeiture	46,204	34,100
Economic Development	1,483,103	838,102
Total Special Revenue Funds	<u>3,493,170</u>	<u>4,205,595</u>

RESOLUTION NO. _____

Debt Service Funds

Non-Bonded Special Assessment	774,750	389,000
2012 Special Assessment	198,820	191,470
2012 Refunding Tax Increment (PM)	179,660	176,260
2016 Tax Increment (BWC)	139,048	139,473
2018A G.O. Improvement and Equip. Cert.	417,341	409,116
2018B G.O. Tax Abatement Bonds	225,535	226,710
2019A G.O. Improvement Bonds	166,420	165,060
2020A G.O. Improvement and Equip. Cert.	101,108	343,360
2021A G.O. Improvement and Equip. Cert.	-	42,570
Total Debt Service Funds	2,202,682	2,083,019

Capital Project Funds

Equipment Acquisition	1,540,866	1,391,320
Municipal Building	1,418,327	14,663,101
Park Improvement	660,625	629,836
Construction	2,886,255	4,733,900
HRA Tax Increment	263,090	256,975
Total Capital Project Funds	6,769,163	21,675,132

Enterprise Funds

Water Utility	4,840,338	2,280,234
Sewer Utility	3,236,983	3,444,603
Environmental Recycling & Disposal Waste	1,726,582	1,762,253
Ambulance	2,101,384	2,597,050
Pioneer Manor	480,770	523,302
License Bureau	792,765	945,877
Total Enterprise Funds	13,178,822	11,553,319

Internal Service Funds

Insurance	431,750	445,750
Employee Expense	3,624,503	3,895,575
Total Internal Service Funds	4,056,253	4,341,325

Appropriations/Reserves Subtotal

42,198,222	56,787,895
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Community Reinvestment

238,900	238,900
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Total Appropriations/Reserves

\$ 42,437,122	\$ 57,026,795
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RESOLUTION NO. _____

The foregoing resolution, offered by Councilmember _____, and seconded by Councilmember _____, was declared carried on the following vote:

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO. _____

RESOLUTION COMMITTING FUND BALANCES FOR SPECIFIC PURPOSE

WHEREAS, the Governmental Accounting Standards Board’s Statement #54 defines committed fund balance as amounts that can only be used for specific purposes; and

WHEREAS, the City Council formalizes these fund balances for specific purpose in the budget document; and

WHEREAS, the budget document commits or reserves fund balances for defined purposes.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of White Bear Lake that the specific portions of fund balances or the actual amounts determined as of fiscal year end is committed as follows:

Fund	Purpose	2021	2022
Special Revenue			
American Recovery Act Fund	Community Utilization	\$ 828,839	\$ 321,946
Armory	Community Utilization	25,897	14,843
Surface Water Pollution Prevention	Storm Water Run Off Control	761,313	635,556
Marina	Community Utilization	286,203	344,921
Sports Center	Community Utilization	85,514	28,750
Forfeiture	Public Safety	77,135	84,035
Economic Development	Economic Improvement	2,227,354	1,878,052
Debt Service			
Non-Bonded Debt	Special Assessment Finance	493,236	839,346
Special Assessment - 2012	Street Improvements	30,400	30,930
Tax Increment - 2012	Pioneer Manor	53,134	36,874
Tax Increment - 2016	Boatworks Commons	32,133	32,660
G.O. Impr. And Eq. Cert. - 2018	Street Impr, SC Equipment	431,380	431,464
G.O. Tax Abatement - 2018	Facility Renovation	228,037	246,527
G.O. Improvement - 2019	Street Improvements	437,316	405,566
G.O. Impr. and Eq. Cert. - 2020	Street Impr, Equipment	604,768	572,263
G.O. Impr. and Eq. Cert. - 2021	Street Impr, Equipment	57,960	208,390
Capital Projects			
Equipment Acquisition	City Equipment Purchases	2,360,889	1,544,044
Municipal Building	City Facility Construction	1,367,518	249,417
Park Improvement	Park Construction	1,529,530	1,011,094
Construction	Street Construction	3,849,016	3,353,116
Community Reinvestment	Infrastructure Finance	7,577,030	7,450,923
HRA	Tax Increment Finance	1,390,832	1,731,857

RESOLUTION NO. _____

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND ACKNOWLEDGING
CITY CONTRIBUTIONS AND INVOLVEMENT IN PROMOTING BUSINESS AND
CULTURAL ACTIVITIES IN WHITE BEAR LAKE IN THE
2021 REVISED AND 2022 BUDGETS**

WHEREAS, the City of White Bear Lake annually appropriates funds through the budget process for activities which promote business and the Downtown area; and

WHEREAS, it is the funding of the City that such expenditures are in the public interest and promote the general welfare of the community; and

WHEREAS, the City is a third party conduit for restricted revenue remitted for use by the White Bear Main Street Association; and

WHEREAS, the City Council recognizes that through payment of annual membership dues to the White Bear Lake Area Chamber of Commerce, the City receives services including advertising, event planning and promotion, advocacy and visitor services of a value greatly exceeding the cost of dues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake that the expenditure budgets for 2021 and 2022 specifically authorize the following appropriations for which the City receives services of value exceeding the cost.

General Fund	<u>2021</u>	<u>2022</u>
Legislative		
Chamber of Commerce	\$ 560	\$ 560
Economic Development		
Marketfest	7,000	7,000
Historical Society	15,000	19,800

The foregoing resolution, offered by Councilmember _____ and seconded by Councilmember _____, was declared carried on the following vote:

- Ayes:
- Nays:
- Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY CONTRIBUTIONS TOWARDS VOLUNTEER
AND EMPLOYEE RECOGNITION PRESENTED IN THE
2021 REVISED AND 2022 BUDGET**

WHEREAS, the City of White Bear Lake annually appropriates funds through the budget process which recognize contributions received by the City from volunteers and employees; and

WHEREAS, the detailed listing for this recognition is presented to declare these expenses are in the public's interest and to inform the public; and

WHEREAS, rent payments from Pioneer Manor funds the Pioneer Manor appropriations; and

WHEREAS, reimbursements fund the Insurance Fund appropriation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake that the expenditure budgets for 2021 and 2022 specifically authorizes the following appropriations, which recognize volunteer and employee achievements.

<u>General Fund</u>	<u>2021</u>	<u>2022</u>
Legislative		
Employee Appreciation Lunch	\$ 1,000	\$ 1,000
Service Awards (attached)	2,500	2,500
Civic Promotion (plaques/mugs)	1,200	1,200
Volunteer Recognition Dinner	1,700	1,700
Council Appreciation	200	200
Police		
Service Awards	100	100
TRIAD Events and Recognition	200	350
DARE	3,500	3,500
Crime Prevention	225	225
Volunteer Shirts/Award	1,000	1,000
CPA Shirts and Supplies	600	650
Fire		
Service Awards	500	500
Annual Banquet (current and retired)	7,000	7,000
Explorer Recognition	250	250
Pioneer Manor		
Social Activities	1,750	3,000
Insurance		
Safety Awards	100	100

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY CONTRIBUTIONS TOWARDS VOLUNTEER
AND EMPLOYEE RECOGNITION PRESENTED IN THE
2021 REVISED AND 2022 BUDGET**

The foregoing resolution, offered by Councilmember _____ and seconded by Councilmember _____, was declared carried on the following vote:

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker, City Manager

Date: December 9, 2021

Subject: **Approval of the 2022 Position Classification and Compensation Plan**

SUMMARY

Each year the City Council reviews the Position Classification and Compensation Plan in consideration of an adjustment to the salary table. Staff is recommending that the table be changed to reflect a 3% increase on January 1, 2022 and an additional 1% increase on July 1, 2022. These adjustments are already reflected in bargaining unit contracts for next year, as approved by Council, and are accounted for in the 2022 Budget.

BACKGROUND

In January, 1988, the City Council first adopted a Position Classification and Compensation Plan for the City. The objectives of that plan were stated in Section I of the document. Foremost among the objectives was the desire to "develop and maintain salary structures which will enable the City of White Bear Lake to attract and retain qualified and desirable personnel essential for effective operation now and in the future while demonstrating fiscal responsibility." Of equal importance, the plan was to provide for on-going compliance with the Minnesota Local Government Pay Equity Act of 1984 (Comparable Worth), encourage efficient and dedicated employee performance and maintain an equitable compensation relationship both internally and externally.

The plan ranks classified positions according to a "point-factor analysis" conducted for comparable worth compliance. This procedure recognizes the relative degree of difficulty, skill requirement, impact of decisions and other job-related factors for each position when compared to all other positions in the City. Section II of the Plan establishes a salary structure in the form of ranges and explains the composition of the salary structures and its method of administration. Pursuant to state law and generally accepted compensation practices, the salary structure within the Plan allows for an equitable compensation relationship between positions of diverse duties, skills and responsibilities. The Plan also incorporates a reasonable opportunity to encourage and recognize individual initiative and high quality performance. Subsection 8 of that section provides that the overall wage and salary structure will be reviewed annually and adjustments made as justified ensuring competitive salary levels are maintained.

This plan provides the framework for salary administration of the City. It is used directly in determining the salary of employees not governed by labor contracts. Every three years the City is tested by the State of Minnesota to determine whether it complies with the Pay Equity Act. The City was tested in early 2021 and determined to be in compliance with the law.

RECOMMENDED COUNCIL ACTION

It is recommended that the City Council adopt the attached resolution establishing the City's compensation table for 2022.

ATTACHMENTS

Resolution

Position Classification and Compensation Plan



Notice of Pay Equity Compliance

Presented to

White Bear Lake

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2021 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

April 13, 2021

Date

Jim Schowalter, Commissioner

RESOLUTION NO. _____

RESOLUTION ESTABLISHING 2022 COMPENSATION TABLE

WHEREAS, in January 1988, the City Council adopted a position classification plan which comprehensibly analyzed the assigned tasks of each position giving value to the complexity, importance and unfavorability of each position and establishing an equitable compensation relationship between all positions of the City based on the assigned responsibility level; and

WHEREAS, Section II of said plan establishes a salary table providing for periodic reviews; and

WHEREAS, after giving consideration of economic factors relating to compensation and desiring to provide fair and reasonable compensation for the employees of the City, the City Council desires to increase the current table for application during the calendar year 2022.

THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota, that the salary table for the City's Position Classification and Compensation Plan as provided in the attached exhibit is hereby adopted and the City Manager is directed to make the appropriate adjustments to the Plan.

BE IT FURTHER RESOLVED, that in cases where exceptional labor market conditions exist and are documented for technical and professional employees, the City Manager is authorized to set salaries based on market conditions and performance so long as the employee's salary falls within the approved range. Specific City Council action is required to set salary beyond the established range.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

CITY OF WHITE BEAR LAKE

POSITION CLASSIFICATION

AND

COMPENSATION PLAN

City Manager's Office
January, 1988

Approved by the City Council of the City of White Bear Lake
March 15, 1988

Last revision: December 7, 2021

CITY OF WHITE BEAR LAKE

SALARY POLICY GUIDELINES

SECTION I. OBJECTIVES

- A. To develop and maintain salary structures which will enable the City of White Bear Lake to attract and retain qualified and desirable personnel essential for effective operations now and in the future while demonstrating fiscal responsibility.
- B. To provide incentive through a sound program of salary administration which will encourage development of the potential ability of each employee.
 - To properly compensate employees who meet job performance expectations and reward employees who perform beyond expectations.
- C. To have a program of salary administration with flexibilities sufficient to meet current and changing economic and competitive conditions.
- D. To maintain salary relationships among positions which are internally consistent in recognizing the important relative differences in position requirements.
 - To recognize and re-evaluate positions where responsibilities have changed noticeably.
- E. To establish and maintain salary levels which will compare favorably with salaries paid in government and businesses for positions of comparable levels of responsibility, educational background, and experience.
- F. To comply with the Minnesota Local Government Pay Equity Act of 1984.

SALARY POLICY GUIDELINES

SECTION II. SALARY STRUCTURE AND PRINCIPLES OF APPLICATION

A. Salary Structures

The structure shall consist of salary ranges which progress in an orderly alignment from the lowest to the highest responsibility level positions.

B. Salary Ranges

Minimum		Maximum
Zone 1	Zone 2	Zone 3

1. Minimum Salary: The salary normally paid an individual whose performance meets the minimum requirements of the position.
 - Salary payments below the minimum salary rate may be made where the new hire or promoted person lacks the experience and/or background required for the position. Such a person will be considered as being in a status of "qualifying" for a particular position. (See Section IV for treatment of employees who meet all job requirements but are compensated below minimum.)
2. Zone 1: This salary zone provides fair and equitable compensation for those employees who are new in the position, are in a development stage, or have a definite area of weakness in performance.
3. Zone 2: This salary zone provides opportunity to recognize those employees who consistently perform in a manner which "meets or exceeds performance requirements" of the position. This zone establishes the maximum salary for positions in which performance is not a major factor in determining compensation.
4. Zone 3: This salary zone is reserved for those employees who perform in a consistently "outstanding" manner, all the areas of accountability and responsibilities of their position.
5. Maximum Salary: The highest salary justified for a position within a responsibility level.
6. The level of demonstrated performance in relation to overall delegated responsibilities of the position is the principal determinant of where a position is placed within a range.
7. Midpoint of Zone 2 is the middle of the range for each responsibility level. Zone 2 extends 7.5 percent above and below the midpoint; the entire range extends 15 percent above and below the midpoint for each responsibility level.
8. The overall structure will be reviewed annually and adjustments made, as justified, to ensure competitive salary levels are maintained.

SALARY POLICY GUIDELINES

SECTION III. ADMINISTRATION PROCEDURES AND POLICIES

A. Responsibilities for Administration

1. The City Manager shall be accountable to the City Council for overall administration of the salary program, and will report on such administration annually or more often, as requested.
2. The overall salary structure and supporting administration policies will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

Continuing responsibilities will include:

- a. Maintenance of position job descriptions. Update as necessary.
- b. Maintenance of current records providing salaries, salary revisions, and other pertinent data.
- c. Making periodic analysis of the salary program to determine internal equity and external competitiveness.

B. Performance Reviews and Salary Reviews for Employees not Covered by Collective Bargaining Agreement.

1. The performance review program provides a planned and orderly means of evaluating individual performance in a position in relation to the areas of accountability as defined in each job description. Performance reviews will be scheduled independent of salary reviews. If possible, they should be scheduled six months prior to the employee's annual salary review date and should be no later than three months prior to the salary review date.
2. Salary reviews will be made by supervisory personnel for the purpose of determining what, if any, salary adjustment is to be recommended. The results of the performance review and the related conference conducted with each position incumbent will be an important consideration in this decision. If the employee has improved markedly since the performance review, the improvement shall be taken into consideration as a positive factor when considering the salary increase.
3. In discussions of salary with personnel, supervisors are encouraged to generally speak in terms of the salary range for Zone 2 for each position without emphasis of Zone 3 established for the position. If a supervisor is meeting with an employee who has been given evidence of becoming an outstanding performer, it may be explained that continued outstanding work performance will be recognized as justification for payment of a salary above Zone 2.
4. The term "performance review" as used in this policy statement means a "person to person" discussion of on-job performance.

C. Performance Reviews and Wage/Salary Determination for Positions Included in Collective Bargaining Agreements.

1. Job related performance of employees in positions included in collective bargaining agreements shall be evaluated not less than once annually according to the procedure set forth in appendix A of this policy.
2. To the extent provided in the appropriate collective bargaining agreement or in a manner not inconsistent with a contract the results of the performance evaluation shall be applied to determine compensation.

SECTION IV. SALARY ADJUSTMENTS FOR IMPROVED PERFORMANCE

A. Frequency of Salary Reviews

1. All personnel will have their salaries reviewed at least once each year and their current salary shall be maintained until changes are approved.
2. Salary adjustments, however, shall be made only when earned, based on identifiable improvement in performance, supported by the recommendation of the immediate supervisor of the department in which the position is located.
3. It is important to emphasize that the recommended increase not be communicated to the employee until it has received final approval.
4. The following guidelines will be used in determining when an employee is eligible for salary review:
 - a. An employee receiving a salary below the minimum rate for the responsibility level in which the position is classified will typically have a salary review at six month intervals until performance justifies a salary within Zone 1.
 - b. An employee receiving a salary within Zone 1 established for the position may normally expect to have a salary review at 12-month intervals. In those cases where outstanding performance is demonstrated, a review may be requested by the appropriate department head and approved by the City Manager before the end of the 12-month interval. A salary review will not be made before six months have elapsed from the date of the last salary review.
 - c. An employee receiving a salary within Zone 2 or higher will have a salary review annually.
 - d. If, at the time of a scheduled salary review, the department head determines that a salary adjustment has not been earned based on performance, the salary review may be rescheduled for a later date when performance will be re-evaluated. Subsequent salary reviews will then be scheduled six or 12 months after the revised date, depending upon the incumbent's salary relative to the salary range assigned to the particular responsibility level.

B. Effective Date of Salary Adjustment

1. The determination as to the effective date of a salary increase should be related as closely as possible to the time when a meaningful improvement in performance occurred or when mutually agreed upon achievement goals have been attained.
2. To achieve the maximum incentive values from salary adjustments, the intent of this policy is to place less emphasis on the passing of time (months or years). Of greater importance, therefore, is whether an employee has earned a salary increase as a result of performance not how much time has elapsed since the last adjustment. However, as stated in this policy, each salary will be reviewed annually.
3. Salary adjustments will not be approved and placed into effect unless a performance review interview has been conducted in accordance with the established performance review procedures.

C. Amount of Salary Adjustments

1. After the level of demonstrated performance has been reviewed, the supervisor should determine what, if any, salary adjustment is to be made.
2. The chart on the last page of this section provides guidelines for the amount of individual salaries. This chart will be reviewed annually and will take into consideration salary increases provided as a result of changing economic conditions.

D. Procedure for Recommending Salary Adjustments

1. The responsibility for initiating a salary adjustment recommendation is delegated to the immediate supervisor. All recommendations must be approved by the department head before referral to the City Manager for review and approval.
2. Recommendations made within the guidelines of this policy and the salary structure adopted by the City Council shall be placed in effect upon approval of the City Manager.
3. The City Council, on recommendation of the City Manager, will review and approve or reject any salary adjustment which exceeds the established guidelines. Compensation beyond the maximum may be considered only when required by extraordinary market conditions.

E. Salary Adjustments Resulting from Economic and Competitive Compensation Patterns.

1. It is the established policy of the City of White Bear Lake to review the salary structure annually in relation to the changes which may be occurring in the economy and/or competitive compensation practices. The salary structure referred to herein was developed based on data available to the City concerning salaries for positions of comparable responsibilities.
2. A change, if any, in the salary structures will be made following the annual review of the City's compensation and on the recommendation of the City Manager to the City Council.

3. Adjustments to salary ranges will be taken into consideration when increases for improved performance are recommended.
4. Employees whose performance has stabilized and who are receiving fair compensation for services rendered may receive consideration for salary adjustments in line with economic changes when their annual salary review is scheduled.

F. Salary Adjustments Resulting from Promotions and "step" adjustments.

The objective of this policy is to provide a promoted employee with a salary adjustment sufficient to bring compensation up to a minimum of the new salary range. Such an adjustment would normally be made at the time of promotion, or within a reasonable period if a question as to qualifications for the position is involved.

A reasonable and fair promotion adjustment should be made in connection with each promotion. The adjustment, however, should normally not result in a salary which would exceed Zone 1 established for the position.

Employees in a position which are rated as fully satisfying the requirements of the position but compensated at a rate below mid-range or well below that of comparable positions may have their salary reviewed on a six month basis as a "step" adjustment in addition to annual adjustments.

Salary Policy Guidelines

Salary Adjustment Guide Chart 2022

Summary Evaluation of Overall Performance	Salary Reviews at 6- month Interval	Salary Reviews at 12-month Intervals			
		Zone 1	Zone 2	Zone 3	Beyond Zone 3
V New in position and/or has serious weaknesses or Performance stabilized below level desired	1.75%	2.00%	1.75%	1.50%	1.25%
IV Making satisfactory progress	2.25%	2.50%	2.25%	2.00%	1.75%
III Meets all performance requirements Considered to be a fully qualified performer for salary zone to which assigned	3.00%	3.25%	3.00%	2.75%	2.50%
II Exceeds overall position performance requirements	3.25%	3.50%	3.25%	3.00%	2.75%
I Consistently performs at a level well beyond that expected	3.50%	3.75%	3.50%	3.25%	3.00%

SALARY POLICY GUIDELINES

SECTION V. PAY EQUITY

A. Statement of Intent.

It is the intent of the City of White Bear Lake to assure that:

1. Compensation for job positions bear a reasonable relationship to others of comparable work value within the City's employment;
2. Compensation for job positions bear a reasonable relationship to similar positions of other public and private employees; and
3. Compensation for job positions bear a reasonable relationship with position of greater or lessor work value within the City's employment.
4. Compensation shall be considered to bear a reasonable relationship between positions if:
 - a) Compensation for positions which require comparable skill, effort, responsibility, working conditions and other relevant work related criteria is comparable; and
 - b) The compensation for positions which require differing skill, effort, responsibility, working conditions and other relevant work related criteria is proportional to the skill, effort, responsibility, working conditions and other relevant work related criteria required.

B. Assignment of Responsibility Level.

The City has analyzed and evaluated the required skill, effort, responsibility, working conditions and other relevant work related criteria of each position of the City using the HR FOCUS methodology developed by the Control Data Corporation. The primary product of this evaluation is a Time Spent Profile (TSP) for each position which will serve as the basis of the job description for each position. The secondary product of this evaluation is a point value which is determined by multiplying the time spent data of the TSP by weighted task values considering complexity, importance/responsibility and unfavorability. Each position of the City is placed in one of the thirty-three responsibility levels based on its point value as illustrated in Tables A and B following this section.

TSP's will be reviewed periodically to determine whether they remain accurate.

C. Determination of Equitable Compensation Relationship.

1. Positions for which top compensation falls within Zone 2 of its responsibility level and for which entry level compensation is at or above the minimum for its responsibility level shall be deemed to be within an equitable relationship with other positions in the City's employment if the employee meets performance requirements.
2. Positions for which compensation falls below the minimum for its responsibility level, or top compensation falls below Zone 2, shall be deemed to not have an equitable relationship with other positions of the City's employment if the employee meets performance requirements.

SALARY POLICY GUIDELINES

3. Positions for which compensation exceeds the maximum for its responsibility level, or top compensation exceeds Zone 2, and job performance or merit are not a significant factor in determining compensation nor does an extraordinary market condition exist, shall be deemed to not have an equitable relationship with other positions of the City's employment.

D. Establishment of Equitable Compensation Relationship.

1. Positions for which an equitable compensation relationship does not exist due to the fact that it is compensated below the minimum for its responsibility level or its top compensation is below Zone 2, shall:
 - a) Be eligible for six month salary adjustments guided by the chart in Section IV which will result in annual adjustments of two times the average adjustments for other employees of the city at similar performance levels if the position is not included in a collective bargaining agreement; or
 - b) Be the topic of negotiation for compensation under a collective bargaining agreement whereby said position shall be considered for a compensative adjustment approximately two times that of the average adjustment provided by the City for that year.
2. Positions for which an equitable compensation relationship does not exist due to the fact that it is compensated beyond the maximum for its responsibility level or its top compensation exceeds Zone 2 and performance or merit are not significant factors in determining compensation shall:
 - a) Be granted an annual salary or wage adjustment of not more than one-half the average amount granted for other position of the City if the position is not included in a collective bargaining agreement; or
 - b) Be the topic of negotiation for compensation under a collective bargaining agreement whereby said position shall be considered for a compensation adjustment approximately one-half the amount of average adjustments provided by the City for that year.

E. Schedule for Implementation of Pay Equity Plan.

Beginning January 1, 1988, this plan and policy shall serve as the basis of establishing compensation for non-bargaining positions of the City and shall serve as the basis for determining the City's position in collective bargaining.

It is the City's contention that this plan will provide an equitable compensation relationship among positions of the City within four years.

SALARY POLICY GUIDELINES

RESPONSIBILITY LEVEL ASSIGNMENT

Table A

<u>Responsibility Level</u>	<u>Points</u>
1	36 - 38
2	39 - 41
3	42 - 44
4	45 - 47
5	48 - 50
6	51 - 53
7	54 - 56
8	57 - 59
9	60 - 62
10	63 - 65
11	66 - 68
12	69 - 71
13	72 - 74
14	75 - 77
15	78 - 80
16	81 - 83
17	84 - 86
18	87 - 89
19	90 - 92
20	93 - 95
21	96 - 98
22	99 - 101
23	102 - 104
24	105 - 107
25	108 - 110
26	111 - 113
27	114 - 116
28	117 - 119
29	120 - 122
30	123 - 125
31	126 - 128
32	129 - 131
33	132 - 134

SALARY POLICY GUIDELINES

WHITE BEAR LAKE JOINT COMPENSATION STUDY JOB HIERARCHY

Table B

As of 12/7/21

Regular FT and PT Employees	<u>Pts.</u>	<u>Level</u>		<u>Pts.</u>	<u>Level</u>
City Manager	132	33	Utility Clerk	62	9
Director of Public Works	124	30	Building Permit Clerk	62	9
Police Chief	121	29	Planning Technician	62	9
Finance Director	121	29	Accounts Payable Clerk	62	9
Fire Chief	114	27	Accounting Technician	62	9
Community Development Director	113	27	Administrative Asst - Engineering	61	9
Assistant City Manager	113	27	Administrative Asst - Public Works	61	9
Public Works Supt.	104	23	Administrative Asst - Fire	61	9
Police Lieutenant/Captain	103	23	Administrative Asst - Sports Center	61	9
Assistant Fire Chief	98	21	Police Records Tech	61	9
Police Sergeant	98	21	License Bureau Clerk	61	9
Building Official	98	21	Accounts Receivable/Receptionist	61	9
Assistant City Engineer	92	19			
Assistant Finance Director	89	18	Police Assistant	59	8
Civil Engineer	88	18	License Bureau Dealer Clerk	59	8
			Evidence Technician	59	8
Arena Manager	86	17			
Patrol Officer	85	17	Temporary Employees		
Information Technology Coordinator	83	16	Skate Instructor Pro (On Ice)		5
Assistant Building Official	83	16	Skate Instructor Intermediate (On Ice)		5
Planning and Zoning Coordinator	82	16	Engineering Intern		5
Water Resources Engineer /			Police Community Service Officer		5
Environmental Specialist	82	16	Sports Center Zamboni Driver		4
Housing and Econ Development Coord	81	16	Public Works Seasonal		3
Firefighter/Paramedic	80	15	Skate Instructor – Beginner (On Ice)		1
Senior Engineer Technician	79	15	Skate Instructor All (Off Ice)		1
Building Inspector	77	14			
License Bureau Supervisor	76	14			
Rental Housing Inspector	75	14			
GIS Technician	75	14			
Public Works Maintenance	73	13			
Engineering Tech III	71	12			
Administrative Assistant/City Clerk	69	12			
Human Resource Specialist	69	12			
Code Enforcement I	67	11			
Sports Center Maintenance	67	11			
License Bureau Lead Clerk	67	11			
Engineering Tech II	65	10			
Sports Center Maintenance	64	10			

City of White Bear Lake
Proposed 2022 Compensation Plan - Effective 1/1/2022

Updated: 12/02/21

Adjustment Factor: 3,782.19
Base: 25,356
Zone 2 Range: 0.075
Low Range Factor: 0.85
High Range Factor: 1.15

Resp. Level	ZONE 1		ZONE 2			ZONE 3	
	Minimum	High	Low	Mid-Point	High	Low	Maximum*
1	21,553	23,453	23,454	25,356	27,258	27,259	29,159
2	24,767	26,952	26,953	29,138	31,324	31,325	33,509
3	27,982	30,450	30,451	32,920	35,389	35,390	37,858
4	31,197	33,949	33,950	36,703	39,455	39,456	42,208
5	34,412	37,447	37,448	40,485	43,521	43,522	46,557
6	37,627	40,946	40,947	44,267	47,587	47,588	50,907
7	40,842	44,444	44,445	48,049	51,653	51,654	55,257
8	44,057	47,943	47,944	51,831	55,719	55,720	59,606
9	47,271	51,442	51,443	55,614	59,785	59,786	63,956
10	50,486	54,940	54,941	59,396	63,850	63,851	68,305
11	53,701	58,439	58,440	63,178	67,916	67,917	72,655
12	56,916	61,937	61,938	66,960	71,982	71,983	77,004
13	60,131	65,436	65,437	70,742	76,048	76,049	81,354
14	63,346	68,934	68,935	74,524	80,114	80,115	85,703
15	66,561	72,433	72,434	78,307	84,180	84,181	90,053
16	69,776	75,931	75,932	82,089	88,246	88,247	94,402
17	72,990	79,430	79,431	85,871	92,311	92,312	98,752
18	76,205	82,928	82,929	89,653	96,377	96,378	103,101
19	79,420	86,427	86,428	93,435	100,443	100,444	107,451
20	82,635	89,925	89,926	97,218	104,509	104,510	111,800
21	85,850	93,424	93,425	101,000	108,575	108,576	116,150
22	89,065	96,922	96,923	104,782	112,641	112,642	120,499
23	92,280	100,421	100,422	108,564	116,706	116,707	124,849
24	95,494	103,919	103,920	112,346	120,772	120,773	129,198
25	98,709	107,418	107,419	116,129	124,838	124,839	133,548
26	101,924	110,916	110,917	119,911	128,904	128,905	137,897
27	105,139	114,415	114,416	123,693	132,970	132,971	142,247
28	108,354	117,913	117,914	127,475	137,036	137,037	146,596
29	111,569	121,412	121,413	131,257	141,102	141,103	150,946
30	114,784	124,911	124,912	135,040	145,167	145,168	155,295
31	117,998	128,409	128,410	138,822	149,233	149,234	159,645
32	121,213	131,908	131,909	142,604	153,299	153,300	163,994
33	124,428	135,406	135,407	146,386	157,365	157,366	168,344

* Max.w/o CC auth.

City of White Bear Lake
Proposed 2022 Compensation Plan - Effective 7/1/2022

Updated: 12/02/21

Adjustment Factor: 3,820.01
Base: 25,610
Zone 2 Range: 0.075
Low Range Factor: 0.85
High Range Factor: 1.15

Resp. Level	ZONE 1		ZONE 2			ZONE 3	
	Minimum	High	Low	Mid-Point	High	Low	Maximum*
1	21,769	23,688	23,689	25,610	27,531	27,532	29,452
2	25,016	27,222	27,223	29,430	31,637	31,638	33,845
3	28,263	30,755	30,756	33,250	35,744	35,745	38,238
4	31,510	34,289	34,290	37,070	39,850	39,851	42,631
5	34,757	37,822	37,823	40,890	43,957	43,958	47,024
6	38,004	41,356	41,357	44,710	48,063	48,064	51,417
7	41,251	44,889	44,890	48,530	52,170	52,171	55,810
8	44,498	48,423	48,424	52,350	56,276	56,277	60,203
9	47,745	51,956	51,957	56,170	60,383	60,384	64,596
10	50,992	55,490	55,491	59,990	64,489	64,490	68,989
11	54,239	59,023	59,024	63,810	68,596	68,597	73,382
12	57,486	62,557	62,558	67,630	72,702	72,703	77,775
13	60,733	66,090	66,091	71,450	76,809	76,810	82,168
14	63,980	69,624	69,625	75,270	80,915	80,916	86,561
15	67,227	73,157	73,158	79,090	85,022	85,023	90,954
16	70,474	76,691	76,692	82,910	89,128	89,129	95,347
17	73,721	80,224	80,225	86,730	93,235	93,236	99,740
18	76,968	83,758	83,759	90,550	97,341	97,342	104,133
19	80,215	87,291	87,292	94,370	101,448	101,449	108,526
20	83,462	90,825	90,826	98,190	105,554	105,555	112,919
21	86,709	94,358	94,359	102,010	109,661	109,662	117,312
22	89,956	97,892	97,893	105,830	113,767	113,768	121,705
23	93,203	101,425	101,426	109,650	117,874	117,875	126,098
24	96,450	104,959	104,960	113,470	121,980	121,981	130,491
25	99,697	108,492	108,493	117,290	126,087	126,088	134,884
26	102,944	112,026	112,027	121,110	130,194	130,195	139,277
27	106,191	115,559	115,560	124,930	134,300	134,301	143,670
28	109,438	119,093	119,094	128,750	138,407	138,408	148,063
29	112,685	122,627	122,628	132,570	142,513	142,514	152,456
30	115,932	126,160	126,161	136,390	146,620	146,621	156,849
31	119,179	129,694	129,695	140,210	150,726	150,727	161,242
32	122,426	133,227	133,228	144,030	154,833	154,834	165,635
33	125,673	136,761	136,762	147,850	158,939	158,940	170,028

* Max.w/o CC auth.

APPENDIX A

PERFORMANCE REVIEW PROGRAM

A performance review determines how well an employee is performing in the assigned areas of responsibility for his/her position and should encourage improved performance and personal development.

I. OBJECTIVE

Regular performance reviews are essential if the following basic objective is to be achieved:

- To stimulate improved performance on the part of each employee in municipal government to achieve the highest possible level of excellence in service for the citizens.

The success of the total program will depend upon each supervisor recognizing a continuing responsibility to motivate and guide assigned employees. In practice, discussions of performance should occur:

- During the formal performance review, which, in turn, will lay the foundation for day-to-day relationships which a good supervisor develops with each associate.

The performance review is used to evaluate total performance in a position for a specified period of time. The discussion should be scheduled in advance so the incumbents overall performance is fully considered and the review session is prepared for.

II. PURPOSE OF PERFORMANCE DISCUSSIONS

A discussion of job performance provides a positive demonstration that employees work assignment is of significant importance to warrant individual attention. The employee also learns:

- The importance of the position within the framework of the City.
- What the immediate supervisor expects in the way of performance.
- How the supervisor evaluates the employees performance.
- It answers the persistent question, "How am I doing?"
- Where and how improved performance can be achieved.

The supervisor learns:

- How the employee views the responsibilities assigned to the position.

- Where the employee feels performance improvement may be achieved.
- What ideas and suggestions each employee may have that will benefit the City and/or the functioning of the department.

The success of the discussion will depend upon:

- The climate in which the discussion is held--sincerity and frankness are more important than technique.
- The planned and objective review of the areas of accountability assigned to each employee as identified in the job description--this provides the logical foundation for the discussion to follow.
- The manner in which the supervisor guides the performance review discussion.
- The supervisor's ability to motivate employees to improve their performance.

III. CONTENT OF THE PERFORMANCE REVIEW

It is not the employee's personality which is being reviewed, rather it is the performance as related to the stated objectives of the position and the important areas of accountability as defined in the job description for that employee's position.

The concept of the review procedure will result in a performance review which will be constructive and will lay the groundwork for a mutually beneficial discussion between the subordinate and the supervisor.

The best source of information is personal observation. Some supervisors may, however, find it necessary to supplement their observations with information gained from other City administrative personnel. This would be true when the employee being evaluated performs services for, or comes in frequent contact with, personnel from more than one area of City operations. Because examples of good and poor performance are easily forgotten if not systematically recorded, brief notes should be kept. These will prove very useful when preparing the review report and when in conference with the person being reviewed. Reviews based on limited information or hearsay are likely to be inaccurate and lead to unfair judgement.

Specific notes are most helpful, and make the review easier and more objective. While an impression may be helpful, the specific incidents which form the opinion are more meaningful. While notes are helpful, it is not intended that all facts can or should be recorded. Only those which are significant and add meaning for planning action to improve the performance or compliment past performance should be used. Isolated incidents or unusual circumstances must not unduly influence judgement.

The review period must be clearly designated, and review based on performance only during that period. Performance previous to that period, and predictions of future performance, should not be allowed to influence the review.

INSTRUCTIONS FOR COMPLETING PERFORMANCE EVALUATION REPORT FORMS

The purpose of this section is to provide specific instructions regarding the procedure to be followed to complete a performance review report form (a copy of such a form is included at the end of this section).

A. MAJOR AREAS OF ACCOUNTABILITY

The job descriptions have numbers assigned to each major area of accountability. In evaluating performance, relate the number on the job description to the same number on the performance review form. The Judgement as to the level of performance rendered for each "area of accountability" should be noted by a check mark at the appropriate place on the graphic scale.

Where the check mark on the graphic scale indicates "deficient" or "outstanding" performance, explanatory comments should be given. Where the performance is identified as "meets requirements," it is not necessary to make any comments, but it will be helpful to do so.

Whenever there is a lack of specific information concerning performance in a particular area, there may be a tendency to indicate "average" performance. It is recommended that such implied judgment be omitted rather than indicate a conclusion not based on actual performance.

The completed review form will indicate individual strengths as well as areas where improvement can be made. Every effort should be made to emphasize these differences on the graphic scales through proper use of both high and low check marks. This critical evaluation is an important reason for having the review.

B. PERSONAL CHARACTERISTICS TO BE CONSIDERED

In the space provided, the supervisor may note any important personal attributes and characteristics possessed by the person being reviewed which to a "marked degree," either add to or detract from the person's overall performance. The following are illustrations of attributes or characteristics which may exist and could be considerable:

Positive examples -- "add to"

- This person's natural enthusiasm, pleasant and cooperative manner is stimulating to his associates.

Negative examples -- "detract from"

- Creates impression of being reluctant to cooperate with other members of the department.
- Tends to discourage new ideas because of a negative attitude.

C. OTHER FACTORS TO BE CONSIDERED

Recognize and comment upon any condition or other influence which, to a noticeable degree, affects performance.

Specific examples indicating how performance was affected will help to make the valuation more meaningful. An employee's newness on a job or perhaps some particularly adverse working conditions are examples of other factors to be considered.

D. SIGNIFICANT CHANGES IN PERFORMANCE TO BE NOTED

To achieve the purpose of this review program, it is essential that recognition be given to any significant change in performance which has occurred since the previous review--favorable or unfavorable.

Specific references and/or illustrations should be given here rather than vague generalizations. Therefore, identify progress made toward "achievement goals" that have been agreed on.

E. IDENTIFY KEY AREAS WHERE PERFORMANCE CAN BE IMPROVED

The supervisor should clearly identify and note the specific phases of performance where improvement can be achieved. The next logical step is to reach agreement and develop a plan of action for achieving the desired level of performance. The exact plan agreed upon need not be recorded on the performance review form, but a written record of the plan should be prepared and retained. A series of goals and objectives may be suitable in many cases.

F. SUGGESTIONS FOR EMPLOYEE ACTION TO IMPROVE

Comment should be made on matters discussed with the employee which would contribute to improved performance. Such matters might include specific night school or correspondence courses, outside reading and study, etc.

G. DIFFERENCES OF OPINION

It is not unusual for differences of opinion to appear during a performance review discussion. In fact, they may be anticipated in the beginning of the program. One of the objectives of the review program is to discover disagreements or areas of misunderstanding so they can be "brought out in the open" and discussed.

The opportunity to discuss (not argue) existing differences in thinking usually encourages a stronger relationship. Lack of discussion may be an indication of indifference or fear of the consequence of disagreeing with the supervisor.

SUMMARY EVALUATION OF OVERALL PERFORMANCE

The statement in the job description which identifies the "primary objective of the position" should be used as a guide in reaching a conclusion as to the overall level of performance being rendered. Care should be taken to give proper consideration to the actual "on job" performance of the person reviewed in relation to expected level of performance.

The check mark should be checked in the appropriate space on the graphic scale at the point which best represents the level of actual performance being rendered.



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Kerri Kindsvater, Finance Director

Date: December 10, 2021

Subject: **Resolution adopting a Capital Improvement Plan and providing preliminary approval for the issuance of bonds thereunder.**

BACKGROUND

The City Council approved Resolution 12856 at the October 12, 2021 meeting authorizing the City Manager to enter into a contract with Wold Architects for construction document design services for the City's Public Safety Building Project. The City's Financial Management Plan relies on the issuance of bonds to fund this project.

Minnesota Statutes Chapter 475 authorizes cities to issue bonds and gives guidance on the rules for the different types of bonds and their purposes that are available to issue. Under the capital improvement program for financing acquisitions and betterments to public lands, buildings or other improvements such as a city hall, public safety or public works facilities, cities have the authority to issue bonds without a city-wide election. Conditions on this authority require issuance to approved by a 3/5th vote of the membership of the governing board, project is part of a capital improvement plan, public notice is provided, and issuance is subject to a reverse referendum.

At its October 26, 2021 meeting, the City Council ordered the public hearing to take comment on the issuance of bonds for the Public Safety Facility on November 23, and later changed the hearing date to December 14 meeting, which has since been officially noticed in the paper. If Council approves use of bonds for the Public Safety improvement following the public hearing, there is 30 days during which a petition signed by at least 5% of the voters from the November, 2021 election can be submitted to the City Clerk. If no petition is received, the City may proceed with a bond issuance up to the amount stated in the approved Capital Improvement Plan, (amount can be less, but must not exceed). If the City receives a signed petition with the qualified number of signatures and the City Council does not want to hold an election on the project, then the Council must to decide to either to seek an alternative financing method or abandon the project.

Bond Issuance

As discussed in previous meetings and work sessions, the Public Safety Building project includes the replacement of the existing fire apparatus bay at the north fire station, construction of a police squad garage, and interior modifications to better accommodate current fire and police operations.

The refined cost estimate derived from the design development phase completed by Wold Architects is \$12,500,000.

The bond issue amount approved by this resolution sets the highest bond amount the City can issue to fund the project. The approval of the resolution does not obligate the City Council to that debt amount; the Council can choose to reduce the amount after opening project bids before the bonding process begins.

In an effort to meet the 2022 construction schedule, the public hearing for bond issuance is being held in advance of receiving final bids for the project. Subsequently, the exact cost of the project for calculating a bonding issue is unknown at this time. While Wold has provided a project cost estimate of \$12.5 million, staff recommends including an additional 7% to the cost estimate to provide ample margins in consideration of unpredictable market conditions. Staff has also included a \$500,000 allotment for Council to incorporate energy performance elements to the project in the event future decisions are made related to opportunities that provide favorable operational benefits.

Public Safety Building Project estimate	\$12,500,000
Add'l 7% (unforeseen market conditions)	\$875,000
Allotment for Energy Performance add-ons	\$500,000
Maximum Bond Revenues	\$13,875,000

In consideration of the cost of issuance, capitalized interest and underwriter’s fees, the total issuance for \$13,900,000 in bond revenues would be \$14,315,000. Staff recommends issuing bonds with a 20 or 25 year life. Though a 30-year life is available, an issue of this length receives fewer bidders and the longer life impacts ratings calculations completed by S&P, which could increase the City’s interest rate on the issue. Council does not have to make a decision on the terms of the issuance at this time; rather, it is the total amount that would be considered for approval following the public hearing.

	Annual Average Debt Service	Cumulative Interest Costs
20-year bonds	\$ 898,199	\$ 3,829,302
25-year bonds	\$ 777,545	\$ 5,393,101

RECOMMENDED COUNCIL ACTION

Following the scheduled public hearing, staff recommends approval of the attached resolution adopting a Capital Improvement Plan and providing preliminary approval for the issuance of bonds thereunder.

CITY OF WHITE BEAR LAKE, MINNESOTA

RESOLUTION NO.

RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PLAN AND PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE OF BONDS THEREUNDER

WHEREAS, pursuant to Minnesota Statutes, Section 475.521, as amended (the “Act”), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements; and

WHEREAS, the City of White Bear Lake, Minnesota (the “City”) has caused to be prepared a five-year capital improvement plan (the “Capital Improvement Plan”); and

WHEREAS, on the date hereof, the City Council of the City (the “Council”) conducted a duly noticed public hearing regarding adoption of the Capital Improvement Plan pursuant to the requirements of the Act and the issuance of one or more series of general obligation bonds thereunder in a maximum principal amount of \$14,315,000 to finance various capital improvements, including but not limited to the Public Safety Building renovation and expansion project; and

WHEREAS, in considering the Capital Improvement Plan, the Council has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the City’s existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE BEAR LAKE, MINNESOTA, AS FOLLOWS:

1. The Capital Improvement Plan is hereby approved.
2. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Capital Improvement Plan in accordance with any applicable laws and regulations.
3. The City gives preliminary approval to the issuance of the bonds in the maximum principal amount of \$14,315,000; provided that if a petition requesting a vote on issuance of the

CITY OF WHITE BEAR LAKE, MINNESOTA

RESOLUTION NO.

bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with City Clerk by January 13, 2022, the City may issue the bonds only after obtaining approval of a majority of voters voting on the question at an election.

Approved by the City Council of the City of White Bear Lake, Minnesota this 14th day of December, 2021.

Mayor

ATTEST:

City Clerk

Kennedy

&

Graven

CHARTERED

Troy J. Gilchrist
 150 South Fifth Street
 Suite 700
 Minneapolis MN 55402
 (612) 337-9214 telephone
 (612) 337-9310 fax
 tgilchrist@kennedy-graven.com
<http://www.kennedy-graven.com>

Also: St. Cloud Office
 501 W. Germain Street, Suite 304
 St. Cloud, MN 56301
 (320) 240-8200 telephone

MEMORANDUM

To: White Bear Lake City Council

From: Troy Gilchrist, City Attorney

Date: December 2, 2021 (for December 14, 2021 Council Meeting)

Re: Vacation of a Portion of 5th Avenue

The Council is aware of the proposal to subdivide the Tice parcel located at 1788 Hwy 96 (“**Property**”) into six lots to be platted as Rose’s Park View Addition (“**Development**”). As the City worked to process the applications for the Development, questions arose regarding the status of 5th Avenue (“**Street**”). The Street is located to the east of the Property and the proposed access to the Property is from Clarence Street across a small portion of the Street. The City has received a variety of objections to the Development, including that the portion of the Street proposed to be crossed was vacated in 1977 and so cannot serve as access to the Property. I previously provided the Council a copy of the letter I wrote in response to one of the property owner’s objections and I promised the Council I would follow up with a memo discussing the legal status of the Street more generally.

Brief History

- The Street was dedicated to the public in 1883 as part of the Ramaley’s Park plat.
- The City received the easements for all of the streets and alleys shown on the plat upon its recording with the County.
- In 1977, the Council was presented two petitions requesting the vacation of different portions of the Street. One petition sought the vacation of the portion of the Street from the southern boundary of Lot 8, Block 24 north to Hwy 96 (“**Northern Portion**”)(shown in blue on the attached map) and other sought the vacation of the portion of the Street from

the southern boundary of Lot 8, Block 24 south to Whitaker Street (“**Southern Portion**”)(shown in red on the attached map).

- At its June 14, 1977 meeting, the Council adopted Resolution 3408 approving the vacation of the Northern Portion. At the same meeting, the Council discussed the vacation of the Southern Portion, but took no action as it noted the petition was not signed by a majority of the adjacent owners.
- On June 27, 1977, the City mistakenly recorded an unnumbered resolution (“**Unnumbered Resolution**”) purporting to vacate the Southern Portion. However, the Council had not actually acted to vacate the Southern Portion. It is clear the City had intended to record Resolution 3408 vacating the Northern Portion as it had specifically delayed consideration of the vacation of the Southern Portion until the petition was complete.
- At its July 12, 1977 meeting, the petition presumably having been made complete, the Council discussed the vacation of the Southern Portion and the minutes indicate it decided not to approve the vacation.
- On August 30, 1977, the City recorded Resolution 3408 vacating the Northern Portion.
- On September 1, 1977, the City Attorney recorded an affidavit (“**Affidavit**”) indicating the Council did not vacate the Southern Portion and that the Unnumbered Resolution was recorded in error.
- On October 25, 2021, the Planning Commission conducted a public hearing regarding the requested Development. Some of the neighboring property owners opposed the Development and questioned the proposed access across what they claimed was their property due to the vacation referenced in the Unnumbered Resolution. The Planning Commission continued the hearing twice and is scheduled to take the matter up at its January 31, 2022 meeting.
- On November 9, 2021, the Council conducted a public hearing, after notice having been provided, on the proposed vacation of portions of the Southern Portion. The City proposes to vacate all of the Southern Portion except those portions at the end of Clarence Street, Park Street, and Hinckley Street to allow access to the properties to the west (shown in yellow boxes on the map). In light of the issues raised regarding the status of the Southern Portion, the Council continued the matter to its December 14, 2021 meeting to allow time for the City Attorney to review the matter and advise the Council.

Timing

- Development: The applicant has waived the 60-day rule and so there is no particular deadline by which a final decision must be made on the applications for the Development. The Planning Commission is scheduled to resume its hearing on the matter and make its recommendation at its January 31, 2022 meeting. The matter is anticipated to come before the Council for review and a final decision at its February 8, 2022 meeting. While there is

no particular deadline due to the waiver, the City still needs to act in a reasonably timely manner on whether to issue the requested approvals for the Development.

- Vacation: There is no set timeline for acting on the vacation, but this is a matter that needs to be clarified and so I do not recommend the Council delay in acting on the vacation. If the Council acts at its December 14, 2021 meeting to adopt the vacation resolution, which requires at least a four-fifths vote, my office will prepare a notice of completion for the Clerk and work to get it recorded with the County.

Findings

Those owners claiming an interest in the Southern Portion are doing so based solely on the mistakenly recorded Unnumbered Resolution. They ignore, or attempt to disregard, the Affidavit making it clear the Council never actually vacated the Southern Portion and that the resolution was recorded in error. All of the owners in the plat have an interest in the streets dedicated as part of the plat and the owners adjacent to the Street cannot claim the City's easement no longer exists based on a vacation that never actually occurred. In fact, the City acted almost immediately upon discovering the mistake to record an Affidavit to correct the record so no one would rely on the Unnumbered Resolution.

While the City has not improved the Southern Portion, it has continually relied on the portion adjacent to Clarence Street since before 1977 for City utilities that run across the Property and through the Southern Portion to serve the properties along Clarence Street. The fact utilities ran through the Southern Portion helps to explain why the Council refused to vacate it.

The owners also point to the County's online map that no longer shows the Street as proof it was vacated. However, the "Lot Info" layer of the map shows the Southern Portion and references "VAC DOC #1969239", which is a reference to document recording number for the Unnumbered Resolution. Thus, it appears someone at the County adjusted the map based on the Unnumbered Resolution, but missed the Affidavit recorded shortly thereafter. Regardless, a County's GIS map error does not serve to convey real property and cannot be relied upon for determining property ownership. In fact, the notice a user must click through to access the map states in all caps: "THE COUNTY DOES NOT REPRESENT OR WARRANT THE ACCURACY OF THIS DATA." The notice goes on to further disclaim liability for any damages the viewer may incur based on any reliance on the information.

Finally, the owners claim they have been paying taxes on the property that is under the Southern Portion. I did not attempt to search tax records or contact the County regarding the tax history of these properties. The City has no control over how the County determines the area of a property subject to taxation or how it applies property taxes, it simply certifies its levy to the County for collection.

A real estate paralegal in my office researched the titles of the properties along the Southern Portion and found nothing to support a claim their title includes any claimed vacation of the Southern Portion. There is one general reference in the Doyle deed indicated the property included "any part of vacated street accruing to said lot by reason of vacation thereof", but that reference

was only added immediately prior to her acquisition of the Property (both deeds were recorded on the same date) and is reasonably limited to the vacation of the Northern Portion that is adjacent to that property. Here is a summary of the findings.

Owner	Address	PID	Comments
Karin M. Doyle	1801 Clarence St	23-30-22-22-0162	My letter to the owner's attorney dated November 9, 2021 sets out why she cannot claim to be a bona fide purchaser who took the property free of the right-of-way easement over the Southern Portion.
Judy Murray & Eleanor Clagherty	0 Clarence St	23-30-22-22-0163	The archived tract search page shows both the Unnumbered Resolution and Affidavit. The vesting quit claim deed does not reference vacated Street.
Brian Mann	1815 Park St	23-30-22-22-0164	The archived tract search does not show the Unnumbered Resolution or Affidavit. The Torrens certificate for the property does not include reference to the vacation of the Street.
Patrick & Mary Kenny	1800 Park St	23-30-22-22-0165	The archived tract search page shows both the Unnumbered Resolution and Affidavit. The legal description in vesting deed and Torrens certificate include references to the vacation of a portion of Park St, but not 5 th Ave.

Opinion and Recommendations

It is my opinion the City continues to hold a right-of-way easement over the Southern Portion. Therefore, the City has the authority to vacate the Southern Portion and has the option to retain (not vacate) the street ends as shown on the attached map and as proposed in the vacation resolution. It is clear from the comments made at the public hearings the issue regarding the status of the Street is being raised primarily to stop the Development. However, I encourage the Council to view the proposed vacation separately from the approvals requested for the Development. Cleaning up the confusion around the status of the Southern Portion is in everyone's best interests. If approved, the vacation will actually vacate the vast majority of the Southern Portion, leaving only the small portions at the ends of Clarence, Park, and Hinckley to allow access from those streets to the west.

As I mentioned in my November 9, 2021 letter, the owners who have concerns regarding what they had understood to be the vacated Southern Portion will need to raise those issues with their title insurers and the County.



5th Avenue ROW

 Northern Portion

 Southern Portion

 Tice Parcel Access Area

 Park Str. & Hinckley Str. Access Areas

1801 Clarence:
Karin M. Doyle

0 Clarence:
Judy E. Murray &
Eleanor L. Clagherty

1815 Park:
Brian M. Mann

1800 Park:
Patrick & Mary Kenny

RESOLUTION NO. _____

**RESOLUTION REAFFIRMING THE DENIAL OF
THE 5th AVENUE VACATION BETWEEN
NORTH SIDE OF CLARENCE AND NORTH SIDE OF WHITAKER IN 1977
AND VACATING THREE PORTIONS
OF THE SAME 5th AVENUE RIGHT-OF-WAY
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, Case No. 21-1-SAV has been initiated by the City, for the vacation of three parts of the 5th Avenue right-of-way, described as:

5th Avenue as dedicated in 1883 by the Ramaley's Park plat, from the south of Clarence Street to the north of Park Street, from the south of Park Street to the north of Hinckley Street, and from the south of Hinckley Street to the north of Whitaker Street.

(collectively, the "Vacated Portions"); and

WHEREAS, the portions of 5th Avenue proposed for vacation, and identified in this Resolution as the "Vacated Portions", are shown on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds and determines as follows:

- a. The City obtained a right-of-way easement for 5th Avenue upon the recording of the plat of Ramaley's Park in 1883;
- b. In 1977, the City received two petitions requesting the vacation of different portions of 5th Ave. The first proposed the vacation of the portion from the southern boundary of Lot 8, Block 24 north to Hwy 96 ("Northern Portion") and other requested the vacation of the portion from the southern boundary of Lot 8, Block 24 south to Whitaker Street ("Southern Portion");
- c. On June 14, 1977, the City Council considered the request to vacate the Northern Portion and adopted Resolution 3408 approving the vacation;
- d. At the same meeting, the City Council considered the vacation of the Southern Portion and the minutes from the meeting indicate "no action was taken on this item because a majority of abutting property owners had not signed the petition as required by ordinance";
- e. On June 27, 1977, the City mistakenly recorded as Doc # 1969239 an unnumbered resolution ("Unnumbered Resolution") that purports to vacate the Southern Portion despite the City Council not having acted on that vacation;
- f. On July 12, 1977, the City Council considered the request to vacate the Southern Portion. The minutes from that meeting indicate "no action was taken on this resolution as it was recommended by the staff and the Council that the vacation be denied";
- g. On August 30, 1977, the City Attorney recorded an affidavit ("Affidavit") (Doc # 1976415)

indicating the City Council did not vacate the Southern Portion and that the Unnumbered Resolution recorded in error;

- h. The sequence of events in 1977, including the recording of the resolution vacating the Southern Portion before the City Council even formally heard the petition, make it clear the Unnumbered Resolution was mistakenly recorded in the place of the approved Resolution 3408 vacating the Northern Portion;
- i. The City Attorney's office has reviewed the property records related to the properties and found no indication that any part of the Southern Portion was added to their properties. Some of the title histories showed the Unnumbered Resolution, but the Affidavit is shown as well. Therefore, an owner cannot claim reliance on the Unnumbered Resolution when they have actual or constructive knowledge that the vacation did not actually occur and that the Unnumbered Resolution was recorded in error;
- j. Allowing access to the properties from existing streets across the Southern Portion is reasonable and appropriate as the City understands an additional access from Hwy 96 is not possible and the only other means of access would be to build new section of street through the middle of Columbia Park;
- k. The City is authorized by Minnesota Statutes, section 412.851 and Section 8.02 of the City Charter to vacate streets dedicated to the public by plat;
- l. The City Council has considered the status of 5th Avenue and the City Council finds it in the best interest of the public to vacate most, but not all, of the Southern Portion;
- m. The City Council desires to preserve the portions of Southern Portion at the ends of Clarence Street, Park Street, and Hinckley Street; and
- n. This Resolution also serves the purpose of helping to clarify the history of the Southern Portion and, as a result of the action taken herein, to make clear the City is preserving for itself and public those parts of the Southern Portion needed to extend the existing streets to the west to provide access the Tice and City properties, while vacating the remainder of the Southern Portion as shown in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of White Bear Lake as follows:

1. The City's denial of the requested vacation of the Southern Portion at its July 12, 1977 meeting, as noted in the minutes of the meeting and the Affidavit, is hereby reaffirmed and ratified. The requested vacation did not occur and the City continues to retain the right-of-way for the Southern Portion as originally dedicated.
2. The City Council hereby vacates the Vacated Portions as described above and shown on the map attached hereto as Exhibit A.

3. The City Clerk is authorized and directed to take all actions necessary to complete the vacation of the Vacated Portions including, but not limited to, preparing a notice of completion, presenting it to the County Auditor, and recording it with the County Recorder.

The foregoing resolution, offered by Councilmember _____ and supported by Councilmember _____, was declared carried on at least a four-fifths vote as follows:

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

EXHIBIT A
Map of Vacated Portions



Clarence
Street

Red
area
s
betw
een
each
stre

Park
Street



Ci
ty

Hinckley
Street

Ci
ty





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 St. Cloud, MN 56301
 (320) 240-8200

November 9, 2021

Peter Frank
 GDO Law
 4770 White Bear Parkway
 White Bear Lake, MN 55110

VIA U.S. MAIL AND EMAIL
 (peterfrank@gdolaw.com)

Re: 5th Ave. in the City of White Bear Lake

Dear Mr. Frank:

The City of White Bear Lake (“City”) shared with me your letter dated October 20, 2021, which you sent on behalf of your client Karin Doyle, regarding the purported vacation of the southern portion of 5th Avenue by the City. Your client owns the property (PIN #23-30-22-22-0162) located at 1801 Clarence Street (“Property”). In your letter, you essentially assert: the City vacated all of 5th Ave., including the portion at the end of Clarence Street; that a portion of the vacated right-of-way south of your client’s Property is owned by your client based on the mistaken recording of an unnumbered resolution; the City’s position that the southern portion of 5th Ave. was never vacated is incorrect; and that the City allowing access to the Tice parcel (which is being proposed for development) from Clarence Street would constitute an unconstitutional taking of your client’s property. For the reasons set out below, I disagree with your analysis and your claim that your client’s property includes any portion of 5th Ave. south of the original southern lot line of the Property.

I had a real estate paralegal in our office perform a detailed review of the title for your client’s property. Our review of the history reveals the following as being the most relative occurrences.

DATE	OCCURRENCE	Recording Number
June 14, 1977	City Council adopts Resolution 3408 approving vacation of northern portion of 5 th Ave. (from the southern boundary of Lot 8, Block 24 north to Hwy 96) (also referenced as Vacation A) (“ Northern Portion ”)	N/A
June 14, 1977	At the same City Council meeting, discussion occurred regarding a request to vacate the southern portion of 5th	N/A

	Ave (from the southern boundary of Lot 8, Block 24 south to Whitaker Street)(also reference as Vacation B)(“ Southern Portion ”), but no action was taken because adjacent owners did not sign the petition.	
June 27, 1977	Unnumbered resolution (“ Unnumbered Resolution ”) describing the vacation of the Southern Portion was mistakenly recorded with the County. From the sequence of events and the meeting minutes, it is clear the City had intended to record the resolution vacating the Northern Portion.	Doc. # 1969239
July 12, 1977	City Council meeting minutes reflect it did not take action on the vacation of the Southern Portion because staff recommended, and Council agreed, that the vacation should be denied. There is no record of the City Council affirmatively acting to vacate the Southern Portion.	N/A
August 30, 1977	Resolution No. 3408, adopted on June 14, 1977, providing for the vacation of the Northern Portion was recorded.	Doc. # 1976172
September 1, 1977	The City Attorney records an affidavit (“ Affidavit ”) indicating the resolution providing for the Southern Vacation recorded on June 27, 1977 was filed in error and that the City Council did not adopt a resolution vacating that portion of 5 th Ave.	Doc. # 1976415
October 3, 2003	A full list of deeds was not prepared, but this is an example of a deed (a conservator’s deed) issued after 1977 that does not contain any reference to a vacated street.	Doc # 3688174
June 2, 2019	The Property is conveyed by quit claim deed from Nikole Reineccius, Nathan Reineccius, and Kyle Roberts to Elizabeth Kristi Roberts-Crowe. This is the first deed with a legal description for the Property that includes a general reference to “any part of a vacated street accruing to said lot”.	Doc # A04763557 (Recorded July 8, 2019)
June 12, 2019	The Property is conveyed by warranty deed from Elizabeth Kristi Roberts-Crowe, Elizabeth Kristi Roberts and Daryl John Crowe to Karin M. Doyle. The deed contains the same reference as the quit claim deed recorded immediately prior to the recording of this deed.	Doc # A04763558 (Recorded July 8, 2019)

The City does not dispute it vacated the Northern Portion. However, you argue the Southern Portion was also vacated based on the Unrecorded Resolution, despite the lack of evidence of any action by the City Council to vacate the Southern Portion. In short, you assert your client can rely on the mistakenly recorded Unnumbered Resolution but can ignore the City Attorney’s Affidavit recorded shortly thereafter indicating the Unrecorded Resolution was recorded in error and that the City never acted to vacate the Southern Portion. That position cannot be supported. Nor is your position strengthened by the fact the Affidavit cited to an incorrect recording number

Peter Frank
November 9, 2021
Page 3 of 4

for the Unrecorded Resolution when it did include the correct date, a description of the Southern Portion, and indicating the resolution was not adopted by the City Council. There can be no doubt as to the document being referenced or the lack of City action being described.

It is also important to point out that reference to a vacated portion of a street was not added to the legal description of the Property until the June 2, 2019 quitclaim deed. That deed was recorded on the same day your client took title in the Property (July 8, 2019). To sum up, there was no recorded chain of title here showing any vacated portion of street (north or south) was part of the Property. It was only on the day your client took title to the Property was a vague reference to “together with any part of the vacated street accruing to the said lot by reason of a vacation thereof” included in a recorded description of the Property. The quitclaim deed and your client’s warranty deed have sequential recording numbers. To the extent that added language has any effect, it would be limited to the vacation of the Northern Portion of 5th Ave., not the Southern Portion.

Any claimed reliance on the Unnumbered Resolution is negated by the Affidavit. Both documents appear in the tract history for the Property and so your client, as well as previous purchasers, had actual or constructive knowledge that the Unnumbered Resolution was recorded in error as explained in the Affidavit. Your client cannot claim to be a bona fide purchaser of property that included any part of the Southern Portion based on the recording of the Unnumbered Resolution, or the expansion of the legal description (which is necessarily limited to the Northern Portion), when there is recorded evidence (the Affidavit) in the chain of title that the Unnumbered Resolution was recorded in error.

I would also like to point out the City has utilities that run through the Tice parcel, across the portion of 5th Ave. your client claims she owns, that serves the homes along Clarence Street (including your client’s). The easement across the Tice parcel was established in 1968 and helps to explain why the City determined it should deny the request to vacate the Southern Portion of 5th Ave.

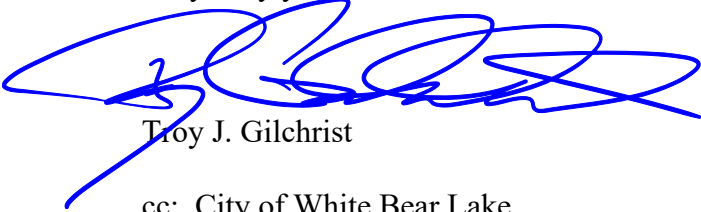
This issue was certainly made more complicated by the actions of Ramsey County when they included a part of the Southern Portion of the right-of-way as part your clients Property for tax purposes, but errors in the County’s tax records or mapping system are not binding on the City. The recorded history of the Property shows the Southern Portion of 5th Avenue was not vacated, and it was only on the day your client took title to the Property that the vague reference to a vacated right-of-way was added to the recorded legal description. To the extent your client has any claims, they need to be focused on the title insurer or the County, not the City.

Finally, I am compelled to point out what appears to be a conflict of interest with your firm representing a client against the City. As you are aware, your firm currently serves as the City Prosecutor, which likely involves nearly daily representation of the City before Ramsey County courts. Representing a client in a matter that is directly adverse to the City, as is occurring here,

Peter Frank
November 9, 2021
Page 4 of 4

appears contrary to Rule 1.7 of the Minnesota Rules of Professional Conduct since the exception in Rule 1.7(b) does not apply in this case.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Troy J. Gilchrist", with a large, stylized flourish extending from the end of the signature.

Troy J. Gilchrist

cc: City of White Bear Lake



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: The Planning Commission

Through: Anne Kane, Community Development Director

Date: December 9, 2021 for the December 14, 2021 City Council Meeting

Subject: **SECOND READING – Sign Code Amendment to allow Billboards**

REQUEST

Division 25, LLC is requesting a text amendment to the Section 1202.040 Subd. 2 of the Sign Code to allow billboard signs, including dynamic display billboards, in certain zoning districts. The second reading is a Public Hearing and notice was published in the White Bear Press and posted on the City's home page.

SUMMARY

No one from the public spoke to the matter or submitted any comments for the Planning Commission's consideration. On a 4-0 vote, the Planning Commission recommended approval of the proposed text amendment.

Since the first reading of the proposed ordinance, staff has made the following revisions to the text:

- Provided clarification that the entire length of the support pole that is visible must be concealed by an approved architectural treatment;
- Removed the limitation on the maximum number of billboards in the City for the P – Public District to facilitate the ability to install a billboard on public property without requiring acquisition and relocation of an existing billboard located in the City.

RECOMMENDED COUNCIL ACTION

Approval of the attached ordinance and summary resolution.

ATTACHMENTS

1. Draft Ordinance
2. Summary Resolution

ORDINANCE NO. 21-12-2052

**AN ORDINANCE AMENDING THE CITY OF WHITE BEAR LAKE MUNICIPAL CODE
AT SECTION 1202, THE SIGN CODE, AS
IT RELATES TO BILLBOARD SIGNS
(CASE NO. 21-2-Z)**

THE CITY COUNCIL OF THE CITY OF WHITE BEAR LAKE, MINNESOTA DOES ORDAIN
THE FOLLOWING:

Section 1. The Municipal Code of the City of White Bear Lake is hereby amended at Section 1202 as follows:

§1202.010: GENERAL PROVISIONS:

Subd. 1 Findings, Purpose and Intent, and Effect:

[NO CHANGES]

§1202.020: DEFINITIONS:

[INSERT ALPHABETICALLY BETWEEN “BANNER” AND “BUILDING”]

BILLBOARD: Any off-premises advertising sign in excess of 300 square feet designed to display posters or other composite graphic or dynamic advertisements for products and services sold elsewhere.

§1202.030: ADMINISTRATION:

Subd. 1 Administration:

[NO CHANGES]

Subd. 2 General Provisions:

A. *[NO CHANGES]*

B. B. Size: No individual sign shall exceed three hundred (300) square feet in area other than billboards which are regulated in §1202.040. Subd. 2.G.

C. *[NO CHANGES]*

D. Prohibited Signs: The following signs are prohibited:

1. through 4. *[NO CHANGES]*

5. Off-premises signs, other than billboards which are regulated in §1202.040. Subd. 2.G.

§1202.040: REGULATIONS BY ZONING DISTRICT:**Subd. 1 Open Space and Residential Districts:**

[NO CHANGES]

Subd. 2 Commercial and Industrial Districts:

A. through F. *[NO CHANGES]*

G. Billboards. Billboards shall be permitted with a Conditional Use Permit in accordance with the procedures outlines in Code Section 1301.050.

1. Maximum Number in City.

- a) The maximum number of billboards allowed in the City will be the number of billboards currently existing and in use in the City as of the date of June 1, 2019.
- b) Existing billboard signs may be upgraded and modernized to the most current technology for either a static or dynamic sign face(s), or relocated, subject to the general requirements listed in this Section.

2. General Requirements:

- a. Billboards may be erected on properties adjacent to Interstate Highways 35E and 694 and only allowed in Zoning Districts I-1, I-2, BW, B-3, B-4, and PZ.
- b. The minimum setback of any portion of a billboard sign to an interstate highway right-of-way is ten (10) feet and the maximum distance from an interstate highway right-of-way is 150 feet.
- c. The maximum allowable area of any sign face, whether a single sign face or each face of a back-to-back or V-shaped signs, shall not exceed 700 square feet per sign face.
- d. The maximum allowable height of any billboard is 50 feet, or at a height above any physical barrier subject to the review and approval of a height variance by the City.
- e. The minimum allowable distance as measured along the centerline of I-35E and I-694 is 1300 feet to nearest billboard within the City and 1300 feet to nearest residential zoned property.
- f. Any upgrade, modernization, or relocation of an existing billboard shall be limited to a billboard containing two sign faces that may be static or dynamic.
- g. All visible sign support columns shall be concealed with an approved architectural treatment primarily consisting of natural stone, brick, or approved masonry materials.**
- h. No portion of any billboard shall occupy air space above any building or parking spaces.
- i. No billboard may display any moving parts, nor shall it be illuminated with any flashing or intermittent lights.

3. Additional requirements for dynamic billboards:
 - a. The image or any portion thereof must have a minimum duration of eight (8) seconds and must be a static display. No portion of the image may flash, scroll, change color, imitate movement in any manner, or otherwise meet the characteristics of a flashing sign.
 - b. The image must have a change sequence accomplished by means of instantaneous re-pixelization. The image may not change in a manner or by a method characterized by motion or which depicts actions, or a special effect to imitate movement (such as fades or bursts).
 - c. The sign image must contain a complete message and not be continued to a subsequent image.
 - d. The sign shall not exceed a maximum brightness of 0.3 footcandles with automatic dimmer control.
 - e. The sign resolution shall not exceed a maximum 25 mm pixel pitch.
 - f. Dynamic signs must provide to the City a minimum of five hours (2,250 eight (8) second spots) per month per enhanced dynamic display sign in the City for community and public service messages at such times as shall be equitably scheduled throughout the day by the City.
- G-H. Prohibited Signs: The following types of signs are not permitted in commercial or industrial zoning districts:
 - Flashing signs.
 - Portable Signs.
 - Roof signs.
 - Shimmering signs
 - Temporary signs.

Subd. 3 Public Zoning District:

A. through D. *[NO CHANGES]*

E. Billboard Signs. Billboards shall be permitted with a Conditional Use Permit in accordance with the procedures outlines in Code Section 1301.050.

1. Maximum Number in City:

- ~~a) The maximum number of billboards allowed in the City will be the number of billboards currently existing and in use in the City as of the date of June 1, 2019.~~
- ~~b) Existing billboard signs may be upgraded and modernized to the most current technology for either a static or dynamic sign face(s), or relocated, subject to the general requirements listed in this Section.~~

2. General Requirements:

- a. Billboards may be erected on properties adjacent to Interstate Highways 35E and 694 and only allowed in Zoning Districts I-1, I-2, BW, B-3, B-4, and PZ.
- b. The minimum setback of any portion of a billboard sign to an interstate

highway right-of-way is ten (10) feet and the maximum distance from an interstate highway right-of-way is 150 feet.

- c. The maximum allowable area of any sign face, whether a single sign face or each face of a back-to-back or V-shaped signs, shall not exceed 700 square feet per sign face.
 - d. The maximum allowable height of any billboard is 50 feet, or at a height above any physical barrier subject to the review and approval of a height variance by the City.
 - e. The minimum allowable distance as measured along the centerline of I-35E and I-694 is 1300 feet to nearest billboard within the City and 1300 feet to nearest residential zoned property.
 - f. Any upgrade, modernization, or relocation of an existing billboard shall be limited to a billboard containing two sign faces that may be static or dynamic, and shall include a single pole with brick, stone or similar masonry material at the base of the billboard.
 - g. All visible sign support columns shall be concealed with an approved architectural treatment primarily consisting of natural stone, brick, or approved masonry materials.**
 - h. No portion of any billboard shall occupy air space above any building or parking spaces.
 - i. No billboard may display any moving parts, nor shall it be illuminated with any flashing or intermittent lights.
- 3.—2.** Additional requirements for dynamic billboards:
- a. The image or any portion thereof must have a minimum duration of eight (8) seconds and must be a static display. No portion of the image may flash, scroll, change color, imitate movement in any manner, or otherwise meet the characteristics of a flashing sign.
 - b. The image must have a change sequence accomplished by means of instantaneous re-pixelization. The image may not change in a manner or by a method characterized by motion or which depicts actions, or a special effect to imitate movement (such as fades or bursts).
 - c. The sign image must contain a complete message and not be continued to a subsequent image.
 - d. The sign shall not exceed a maximum brightness of 0.3 footcandles with automatic dimmer control.
 - e. The sign resolution shall not exceed a maximum 25 mm pixel pitch.
 - f. Dynamic signs must provide to the City a minimum of five hours (2,250 eight (8) second spots) per month per enhanced dynamic display sign in the City for community and public service messages at such times as shall be equitably scheduled throughout the day by the City.

E.-F. Prohibited Signs: The following types of signs are not permitted in ~~commercial or industrial~~ the Public zoning districts:

- Flashing signs.
- Portable Signs.
- Roof signs.

Shimmering signs

SECTION 2: This ordinance becomes effective after approval shall take effect and be in force following its passage and publication (or, on “date”).

Passed by the City Council of the City of White Bear Lake, Minnesota.

First Reading: November 9, 2021

Initial Publication: November 24, 2021

Second Reading: December 14, 2021

Final Publication: _____

Codified: _____

Posted on web: _____

City Clerk Initials

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO.

**A RESOLUTION ESTABLISHING THE TITLE AND
SUMMARY APPROVAL OF ORDINANCE NO. _____**

**AN ORDINANCE AMENDING
THE CITY OF WHITE BEAR LAKE MUNICIPAL CODE
AT SECTION 1202, THE SIGN CODE, AS
IT RELATES TO BILLBOARD SIGNS
(CASE NO. 21-2-Z)**

FOR PUBLISHED NOTICE.

WHEREAS, the City of White Bear Lake City Council may, pursuant to Ordinance No. 83-6-666, adopt a title and summary of a proposed ordinance to be published in lieu of lengthy entire ordinances, and

WHEREAS, in addition to adopting a title and ordinance summary, the Council shall direct the City Clerk to:

1. Have available for inspection during regular office hours a copy of the entire ordinance.
2. Post a copy of the entire ordinance at the White Bear Lake Branch of the Ramsey County Public Library.
3. Receive an affidavit of publication of the title and summary from the official newspaper.

NOW, THEREFORE, BE IT RESOLVED, that the City of White Bear Lake City Council hereby adopts the aforementioned title and summary for approved Ordinance No. 21-12-2052 as listed below:

**AN ORDINANCE AMENDING
THE CITY OF WHITE BEAR LAKE MUNICIPAL CODE
AT SECTION 1202, THE SIGN CODE, AS
IT RELATES TO BILLBOARD SIGNS
(CASE NO. 21-2-Z)**

A text amendment to allow billboard signs, including dynamic display billboards, in certain zoning districts.

FURTHER, BE IT RESOLVED, that the City of White Bear Lake City Council hereby directs the City Clerk to provide the inspection and publication requirements as listed above.

RESOLUTION NO.

The foregoing resolution, offered by Councilmember _____ and supported by Councilmember _____, carried on the following vote:

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker, City Manager
Kerri Kindsvater, Finance Director

Date: December 7, 2021

Subject: **Second reading of an ordinance establishing the 2022 fee schedule**

BACKGROUND / SUMMARY

The City reviews its fee schedule annually. Staff proposes the following 2022 fee schedule changes.

Administrative Offenses

The fee for collection of recyclable materials was pulled out of the Municipal Code and added to the Fee Schedule.

Ambulance Fees

The City has made substantial adjustments to the ambulance rates in recent years, bringing the City of White Bear Lake closer to the average for billable services. A more modest increase of 3% in 2022 rates is recommended at this time to support the 2022 budget.

Call Type	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Basic Life Support	\$ 1,505.00	\$ 1,550.00
Advanced Life Support-1	1,980.00	2,040.00
Advanced Life Support-2	2,160.00	2,225.00
Treatment No Transport	505.00	520.00
Mileage per mile	32.00	33.00

Pioneer Manor

Staff recommends an approximate 4.0% increase effective April 1, 2022 to maintain current operations and its management contract. The following chart compares the 2021 and 2022 rates:

Type of Unit	Rates	
	Effective 4/1/2021	Effective 4/1/2022
1 bedroom	\$ 730.00	\$ 760.00
1 bedroom + den	780.00	810.00
2 bedroom	855.00	890.00
2 bedroom deluxe	905.00	940.00
Garage	59.00	62.00

Outdoor Activity Rentals

The increase in non-resident fees for launch tags, moorings, skids and kayak/canoe rack rentals are intended to help reduce demand of these limited rental opportunities.

Court Fees

Court fees are being removed; facility is now being leased by the White Bear Lake Hockey Association.

Water Usage Rates and Infrastructure Fee

In 2021, Council reassigned the Lake Level Litigation fee to an infrastructure fee (\$4/residential, \$17.50/commercial) and increased it by \$1 per quarter for residential customers to support water meter replacement costs. The City later chose to incorporate replacement of commercial meters into the meter replacement program when quotes for the project were substantially lower than originally anticipated. In past years, commercial accounts have paid for their new meter in full at the time of installation. Staff recommends that the City assign a quarterly meter replacement fee for commercial accounts to spread the cost of the meter and installation over the meter's useful life. Commercial customers who installed a new radio read meter prior to this project will receive a refund via an account credit for the difference between the meter costs and the cumulative quarterly fee if it had been in place at the time of installation. This process ensures equal treatment of accounts receiving meters prior to this program and those receiving meters in 2022 and forward under the new meter replacement fee structure.

Staff recommends a 3% increase in the usage rates to account for 2022 operational costs and a minimal increase to the infrastructure fee to help support future capital projects.

Residential Units Consumed	(Billed in Units) 2020 Rate	(Billed in Units) 2021 Rate	(Billed in Gallons)
			Proposed 2022 Rate
0-6,000 gallons (0-8 units)	\$13.80 flat fee	\$13.76 flat fee	\$14.16 flat fee
Winter qtr >6,000 gallons (> 8 units)	1.65 per unit	1.72 per unit	1.77 per 750 gal
Non-winter qtr >6,000 gallons (>8 units)	2.00 per unit	2.08 per unit	2.14 per 750 gal

Commercial Units Consumed	(Billed in Units)	(Billed in Units)	(Billed in Gallons)
	2020 Rate	2021 Rate	Proposed 2022 Rate
0-6,000 gallons (0-8 units)	\$13.80 flat fee	\$13.28 flat fee	\$13.67 flat fee
6,001-20,250 gallons (8-27 units)	1.60 per unit	1.66 per unit	1.71 per 750 gal
20251-56,250 gallons (27-75 units)	1.65 per unit	1.72 per unit	1.77 per 750 gal
>56,250 gallons (>75 units)	1.85 per unit	1.92 per unit	1.98 per 750 gal
Non-winter quarter over base	2.00 per unit	2.08 per unit	2.14 per 750 gal

Infrastructure Fee	2021	2022
Residential	\$5.00 per qtr	\$6.00 per qtr
Commercial	17.50 per qtr	21.00 per qtr

Commercial Meter Replacement Fee	2022
1" Meter	\$8.00 per qtr
1.5" Meter	18.00 per qtr
2" Meter	21.00 per qtr
3" Meter	55.00 per qtr
4" Meter	67.00 per qtr
6" Meter	110.00 per qtr

Sewer Rates

After multiple years without a sewer rate increase, the City began adjusting rates in 2016 to avoid a fund deficit. Annual rate adjustments since that time have provided enough revenues to cover current operating expenditures and a significant portion of the required capital expenditures beginning in 2020. The 2022 Budget includes a 3% rate increase to sustain the Fund's financial stability.

Units Consumed	(Billed in Units)	(Billed in Units)	(Billed in Gallons)
	2020 Rate	2021 Rate	Proposed 2022 Rate
0-6,000 gallons (0-8 units)	\$34.45 flat fee	\$35.50 flat fee	\$36.80 flat fee
>6,000 gallons (>8 units)	4.30 per unit	4.45 per unit	4.60 per 750 gal

Refuse Rates

The City monitors the residential rates to ensure they provide sufficient revenue to offset contract costs and provide financial integrity to the fund. Proposed rates cover hauling & disposal rate increases, and reflect the strengthening recycling market with removal of the processing fee.

Monthly Fee	2020 Rate	2021 Rate	Proposed 2022 Rate
30 gallon senior	\$ 12.81	\$ 13.51	\$ 12.78
30 gallon	13.02	13.72	13.00
60 gallon	18.36	19.17	18.61
90 gallon	24.51	25.45	25.08
Recycling processing fee	0.75	1.00	-----

Surface Water Management Infrastructure Fee

The City’s Surface Water Management Fund lost its sole revenue source in 2020 with the reduction in Local Government Aid, which had provided \$90,000 annually. Additionally, increased costs related to surface water management activities require additional sources of revenue. Until 2021, White Bear Lake had been the only metropolitan City that had not yet instituted a Surface Water Management Fee to help support related activities. The City Council adopted a quarterly fee for residential and commercial customers in 2021 with an understanding that incremental increases would be needed to build a revenue stream that can support the City’s statutorily required surface water management projects. Proposed rates below reflect that discussion.

Surface Water Management Fee	2021	2022
Residential	\$5.00 per qtr	\$7.00 per qtr
Commercial	5.00 per qtr	7.00 per qtr

Planning and Zoning Fees

Rather than charge a separate fee for the address list, this fee is being incorporated into each of the relevant activities that require notification to surrounding properties.

RECOMMENDED COUNCIL ACTION

Staff recommends approval of the attached ordinance establishing the 2022 fee schedule. Staff further recommends approval of the attached summary resolution for publication.

ATTACHMENTS

- Ordinance Fee Schedule 2022
- Summary Resolution

ORDINANCE NO. 21-12-2053

**AN ORDINANCE ESTABLISHING A FEE
SCHEDULE FOR SERVICES, PERMITS AND
LICENSES**

THE CITY COUNCIL OF THE CITY OF WHITE BEAR LAKE, MINNESOTA DOES ORDAIN THE FOLLOWING:

SECTION 1. All fees for services, permits and licenses set forth in the City Code, previous fee schedules or otherwise adopted and which are listed in Section 2 of this Ordinance are void, and in lieu thereof, fees for services, permits and licenses are set forth in Section 2 of this Ordinance.

SECTION 2. Annual Fee Schedule 2022 (attached)

SECTION 3. This ordinance becomes effective after approval shall take effect and be in force on January 1, 2021 following its passage and final publication on December 22, 2021.

First Reading: November 9, 2021

Initial Publication: November 24, 2021

Second Reading: December 14, 2021

Final Publication: December 22, 2021

Codified: _____

Posted on web: _____

City Clerk Initials

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

ANNUAL FEE SCHEDULE 2022

ORDINANCE NO. 21-12-2053

I	ALCOHOL LICENSES (RESOLUTION NO. 9538)		FEE	LAST ADJUSTED
	On and Off Sale Malt Liquor Application & Investigation		100.00	January 2004
	On Sale Malt Liquor License		175.00	January 2004
	Off Sale Malt Liquor License		75.00	January 2004
	On Sale Wine License Application and Investigation Fee		250.00	January 2004
	On and Off Sale Liquor License Application and Investigation		500.00	January 2004
	On Sale Wine License		250.00	January 2004
	On Sale Liquor License		3200.00	January 2004
	Off Sale Liquor License		200.00	January 2004
	On Sale Sunday Liquor License		200.00	January 2004
	On Sale Temporary Liquor/Malt/Wine License		27.50	January 2004
	Club License		100.00	January 2004
	Brewer Off Sale		200.00	January 2014
	Brewer Taproom On Sale		200.00	January 2014

II	BUSINESS LICENSES		FEE	LAST ADJUSTED
	Adult Establishment License (Ord. 1124)		2,000.00	January 2017
	Adult Establishment Application and Background		\$500 unless out of state, then actual costs not to exceed \$1500	
	Cigarette / Tobacco Products License (Res. No. 9538)	CLASS A	150.00	January 2017
	3 compliance issues / business cycle	CLASS B	200.00	January 2017
	Charitable Gambling Premises License (Res. No 9538)		225.00	January 2017
	Charitable Gambling Regulatory Tax (Res. No. 12435)		0.2% of net profits	August 2019
	Dog Kennel License (Ord. 701)		50.00	January 2017
	Massage Therapist Background		75.00	January 2020
	Massage Therapist License		25.00	September 2015
	Pawnbroker and Precious Metal Dealer License (Ord. No. 1125)		12,000.00	January 2017
	Public Bench License (Res. No. 9538)		25.00/application & \$20.00/bench	January 2017
	Refuse / Recycling Hauler License (Res. No. 9538)		150.00	January 2017
	Rubbish Haulers and Junk Dealers		50.00	January 2004
	Solicitor/Peddler/Transient Merchant License (Res. No. 7033)		50.00/up to 2 ppl, then 10 ea/mth	January 2019

III	ADMINISTRATION		FEE	LAST ADJUSTED
	Copies: 1 to 100 pages (MN Statute, section 13.03)		0.25 / page	August 2005
	Copies: over 100 pages (MN Statute, section 13.03)		Actual cost of data collection & copies	August 2005
	Duplicate copies of licenses and permits		1.00	January 2017
	Elections Filing		5.00	1966
	Fax (Res. No. 9538)		0.50 / sheet	January 2004
	Passport photo		15.00	January 2017
	Return Check Charge (Res. No. 9538)		30.00	January 2004

IV	POLICE ADMINISTRATION		FEE	LAST ADJUSTED
	Accident Photo		25.00/cd	January 2017
	Accident Data Review		10.00/mth	January 2017
	Finger Printing		Residents free, \$20 non-residents	January 2019
	No Parking Signs		50.00	January 2019
	Transcripts		40.00/hour	January 2019
	Police Standby		100.00/hr, two hour minimum	January 2021

V	ANIMALS		FEE	LAST ADJUSTED
	Dog License Male / Female (Ord. No. 701)		20.00 / every two years	January 2017
	Dog License Neutered / Spayed (Ord. No. 701)		15.00 / every two years	January 2017
	Dog License Late Fee (Ord. No. 701) / replacement license		5.00	January 2017
	Potentially dangerous dogs		120.00	January 2019
	Dangerous dogs		500.00	January 2019
	Impound of dogs (Ord. No. 752)		Actual cost of contractor	January 2017
	Impound / disposal of miscellaneous animals		Actual cost of contractor	January 2017

ANNUAL FEE SCHEDULE 2022

ORDINANCE NO. 21-12-2053

VI	ADMINISTRATIVE OFFENSES	FEE	LAST ADJUSTED
	A. Penalties for Alcohol and Tobacco Sales:		
	Purchase, possession	50.00	January 2013
	Underage consumption	50.00	January 2013
	Lending ID to underage person	100.00	January 2013
	License holder, first offense	150.00	January 2013
	License holder, second offense within 12 months	275.00	January 2013
	License holder, third offense within 18 months	500.00	January 2013
	Other alcohol and tobacco related offenses	100.00	January 2013
	B. Animals:		
	Vicious animal	50.00	January 2013
	Other animal violation	25.00	January 2013
	C. Parking:		
	Handicap zone	50.00	January 2013
	Fire lane	25.00	January 2013
	Snowbird	25.00	January 2013
	Blocking fire hydrant	25.00	January 2013
	Other illegal parking	25.00	January 2013
	D. Fires:		
	Open fires	100.00	January 2021
	Fire Code violations	100.00	January 2013
	E. Noise complaints:		
	Loud party	25.00	January 2013
	Loud party second offense in two months	50.00	January 2013
	Other complaints	30.00	January 2013
	F. Administrative penalties not listed in the fee schedule	50.00	January 2019
	Seat belts	25.00	January 2013
	Expired license plates / tabs	20.00	January 2013
	Subsequent admin offenses within 12 months	Increased 25%	January 2013
	G. Unauthorized recyclable collections (pulled from 505.050)	\$200.00	

VI	FIRE DEPARTMENT	FEE	LAST ADJUSTED
	A. Fire Response		
	Pumper Truck (Ord. 805)	Actual costs	January 2017
	Ladder Truck (Ord. 805)	Actual costs	January 2017
	Rescue Unity (Ord. 805)	Actual costs	January 2017
	Chief / Command Unity (Ord. 805)	Actual costs	January 2017
	Rescue Boat (Ord. 805)	Actual costs	January 2017
	Hazardous Material Unit (Ord. 805)	Actual costs	January 2017
	B. Ambulance Fees		
	Basic Life Support (BLS)	1,550.00 1,505.00	January 2019
	Advanced Life Support (ALS1)	2,040.00 1,980.00	January 2019
	Major Advanced Life Support (ALS2)	2,225.00 2,160.00	January 2019
	Treatment – no transport	520.00 505.00	January 2019
	Mileage	33.00/ mile 32.00/mile	January 2019
	C. Permits and Inspections		
	Open Burning Permit (non-recreational fires)	75.00	January 2020
	Sale of Fireworks Permit (Res. 9366)	100.00 / location	January 2017
	Tent Permit Inspection / Permit (over 400 sq feet)	75.00 / location	January 2019
	Fireworks / Pyrotechnical Displays (community festivals exempt)	100.00 / location	January 2021
	Vent Hood Inspections	90.00	January 2020
	Fire / EMS Standby	100.00/hr	January 2019
	Re-inspection fee	100.00 after 1 st re-inspection	January 2020
VII	RENTALS	FEE	LAST ADJUSTED
	A. Pioneer Manor (April 1, 2021 – March 31, 2022)		January 2021
	1 Bedroom	760.00 730.00	
	1 Bedroom/Den	810.00 780.00	
	2 Bedroom	890.00 855.00	
	2 Bedroom Deluxe	940.00 905.00	
	Garage	62.00 59.00	

ANNUAL FEE SCHEDULE 2022

ORDINANCE NO. 21-12-2053

VII	RENTALS (continued)	Resident / Non-Resident / Corporate or For Profit	LAST ADJUSTED
	B. Park Facility Rentals		
	Bossard, Ramaley, Rotary, Spruce and Jack Yost	50.00 / 100.00 / 125.00	January 2019
	Podvin Park (pavilion only)	50.00 / 110.00 / 175.00	January 2019
	Podvin Park (kitchen and meeting room)	100.00 / 150.00 / 250.00	January 2019
	Podvin Park (full facility)	125.00 / 225.00 / 325.00	January 2019
	Lakewood Hills (pavilion only)	50.00 / 110.00 / 175.00	January 2019
	Lakewood Hills (pavilion & kitchen)	100.00 / 150.00 / 250.00	January 2019
	Lakewood Hills (ballfields)	100.00 / 150.00 / 250.00	January 2019
	Stellmacher Park	50.00 / 110.00 / 175.00	January 2019
	West Park	50.00 / 110.00 / 175.00	January 2019
	Matoska Park	50.00 for two hours maximum	January 2019
	Spray Paint of any kind	250.00	October 2010
	Trash pick-up and disposal	Community & Non-Profit / Corporate or For Profit	October 2010
	Events over 100 people	No fee / 50.00	
	Events over 250 – 500 people	50.00 / 75.00	
	Every additional 250 people	Additional 25.00	
	C. Outdoor Activity Rentals		
	Farmers' Market reservation / application	120.00 / year	January 2004
	Farmers' Market same day temporary permit	10.00	February 2010
	Launch Tags	25.00 / residents and 45.00 75.00 / non-residents	January 2017
	Moorings	375.00 / residents and 500.00 / non-residents	January 2017
	Skids	55.00 / residents and 45.00 85.00 / non-residents	January 2017
	Kayak / Canoe Rack	45.00 / residents and 60.00 75.00 / non-residents	January 2017
	D. Boatworks Commons Community Room Rentals		
	City Hosted and School District events	Gratis - Host sets-up, cleans-up and tears down	December 2017
	Civic / Non Profit up to 20 attendees, max 3 hrs	Gratis – Host sets-up, cleans-up and tears down	January 2019
	Cleaning fee when food is served	Actual cleaning costs	January 2019
	Greater than 3 hrs and/or 20+ attendees	50.00 rental fee + actual cleaning costs	January 2019
	Private sector up to 4 hrs (includes set & clean)	500.00	January 2019
	Additional hours (max of 2 hrs)	50.00 / hour	January 2019
	E. Armory Facility Rentals (Resolution No. 11844)	Residential / Non-Residential	
	Full day without kitchen (including set up)	650.00 / 900.00	July 2016
	+ Kitchen	100.00 / 150.00	July 2016
	Down payment	300.00 / 400.00	January 2020
	Damage deposit	350.00 / 500.00	July 2016
	Hourly rate, Monday – Thursday (1 – 7 hours)	80.00 / 90.00	January 2019
	Hourly rate, Friday – Sunday (1 – 7 hours)	100.00 / 120.00	July 2016
	Staff set up (hourly)	Contract rate	July 2016
	Security (refunded if re-rented)	Contract rate	January 2020
	Cleaning for 100+ and food / beverage	175.00 / 175.00	January 2020
	Moving tables and chairs	70.00 / 70.00	January 2021
	Hourly Activities (athletics / meeting room)	25.00 per hour / 25.00 per hour	July 2016
	Daily Activities	WBL Non-profit / WBL Group or Club / Non-Resident	
	1 day	0.00 / 90.00 / 135.00	July 2016
	2 days	50.00 / 160.00 / 245.00	July 2016
	3 days	75.00 / 260.00 / 390.00	July 2016
	4 days	100.00 / 355.00 / 510.00	July 2016
	F. Sports Center		
	Court Fees		
	Monthly	—50.00	January 2019
	3 Months	—115.00	January 2019
	6 Months	—205.00	January 2019
	Wally Ball	—30.00 per 1.5 hours, \$33 per 2hrs/court	January 2019
	Racquetball	—8.00 per person per hour	January 2019
	Dodgeball	—12.00 per court	January 2019
	Miscellaneous Rental		
	Meeting Room Rental	15.00 / hour	January 2019
	Aerobic Room Rental	20.00 / hour	January 2019
	Locker Room Rental	5.00 / month	January 2019

ANNUAL FEE SCHEDULE 2022

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VII	RENTALS (continued)	FEE	LAST ADJUSTED
	Ice Rental March - August	Non-taxable / Tax Included	
	Prime Time	170.00 / 182.00	January 2021
	Non-Prime	135.00 / 145.00	January 2020
	Ice Rental September – February	Non-taxable / Tax Included	
	Prime Time	205.00 / 220.00	January 2021
	Weekday, 8am – 3pm	150.00 / 161.00	January 2020
	Non-Prime and after 9pm	155.00 / 166.00	January 2017
	Skating School		
	Group Lessons – (Tot – PreAlpha & Power)	11.00/wk + \$7 fee session	January 2019
	Group Lessons – (Alpha – Delta & Adults)	16.50/wk + \$7 fee session	January 2019
	Freestyle Levels	21.00/wk + \$7 fee session	January 2019
	Contract (Open and Intermediate)	12.00 per weeks in session	January 2019
	Contract (High Level)	13.00 per weeks in session	January 2019
	Skate Show		
	Annual Skating Show	125.00	January 2019
	Additional Show Packages	100.00	January 2019
	Parent / Child Skate	75.00	January 2019
	Ice Time		
	Drop In	15.00	January 2019
	Morning	7.00 12.00 before school	January 2019
	Open Skate	5.00	January 2019
	Skate Rental	5.00	January 2019
	Open Hockey	6.00 per session	January 2019
	Dead Ice	7.00 8.00 / hour	January 2019

VIII	UTILITIES	FEE	LAST ADJUSTED
	A. Water Rates		
	Residential Water Customers		January 2021
	0 – 6,000 gallons 0–8 units	14.16 /quarter 13.76 /quarter	
	Winter quarter rate*	1.77 per 750 gallons 1.72 per unit	
	Non-winter quarter rate**	2.14 per 750 gallons 2.08 per unit	
	Commercial Water Customers		January 2021
	0 – 6,000 gallons 0–8 units	13.68 /quarter 13.28 /quarter	
	6,001 – 20,250 gallons 8–27 units*	1.71 per 750 gallons 1.66 per unit	
	20,251 – 56,250 gallons 27–75 units*	1.77 per 750 gallons 1.72 per unit	
	Over 56,250 gallons 75 units*	1.98 per 750 gallons 1.92 per unit	
	Non-winter quarter rate**	2.14 per 750 gallons 2.08 per unit	
* Rate for consumption over 6,000 gallons 8 units in 750 gallon increments in the winter quarter & “base” for the other three (3) quarterly billing cycles			
** Rate for consumption above the winter quarter rate for the other three (3) quarterly billing cycles			
	B. Water Infrastructure Fees		January 2021
	Residential Water Customers	6.00 /quarter 5.00 /quarter	
	Commercial Water Customers	21.00 /quarter 17.50 /quarter	
	C. Water Meter Replacement Fees		
	Commercial Water Customers		
	1” Meter	8.00 /quarter	
	1.5” Meter	18.00 /quarter	
	2” Meter	21.00 /quarter	
	3” Meter	55.00 /quarter	
	4” Meter	67.00 /quarter	
	6” Meter	110.00 /quarter	
	D. Surface Water Management Fee		January 2021
	Residential Water Customers	7.00 /quarter 5.00 /quarter	
	Commercial Water Customers	7.00 /quarter 5.00 /quarter	
	E. Sewer Rates		January 2021
	0 – 6,000 gallons 0–8 units	36.80 Flat 35.50 Flat	
	Consumption Above 6,000 gallons Commercial Water Customers	4.60 / 750 gallons 4.45 / unit	

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F. Refuse / Recycling Rates			January 2021
30 Gallon Senior	12.79/month (38.37/quarter) 13.51/month (40.53/quarter)		
30 Gallon Service	13.01 /month (39.03 / quarter) 13.72/month (41.16/quarter)		
60 Gallon Service	18.62 /month (55.86 /quarter) 19.17/month (57.51/quarter)		
90 Gallon Service	25.09 /month (75.27 /quarter) 25.45/month (76.35/quarter)		
Recycling processing fee	Fee eliminated 1.00 per quarterly bill		
G. Hydrant Meter Rental			January 2019
Cost of inspection, use and administration	52.00 / month (non-prorated)		
Dec. 1 – Apr 1, charge for extraordinary inspection	32.00 additional / month (non-prorated)		
Water usage charged based on metered amount or 6 billing units per month, whichever is greater. Charges assessed at maximum summer consumption rate in effect on the date the hydrant meter is returned. Applicants will be responsible for breakage or damage to hydrant, meter or other works at actual repair or replacement costs.			
H. Temporary Water Shut Off / On for non-maintenance (snow birds, realtors, foreclosures)			January 2019
November 1 – March 31	130.00 / event		
April 1 – October 31	80.00 / event		
I. Water Meter Data Log	\$25.00 / report		New Fee
J. Final Meter Reads	\$50.00 / special read		New Fee
K. Manual Quarterly Reading	\$50.00 / quarterly bill		New Fee
L. Non-compliance fee (old meters not switched out)	\$100.00 / quarterly bill		New Fee
M. Sewer Line Issues			
Televising	155.00		January 2019
Televising for Street Reconstruction	77.00		January 2019

IX	PLANNING AND ZONING	FEE	LAST ADJUSTED
	Address List *Address list fee to be included in the revised application fees below	—60.00	
	Administrative Variance (Ord. No. 1408)	25.00	January 2004
	Comprehensive Plan Amendment (Ord. No. 1301.010)	\$500.00 / \$560 if change in Land Use Designation	January 2004
	Conditional Use Permits (CUP)		
	CUP Fee	400.00- \$460.00	January 2004
	Amendments	200.00 \$260.00	January 2004
	Time Extension	50.00	January 2017
	Grading Plan Review (over .5 acre in size)	250.00	January 2010
	Grading Plan Review (less than .5 acre in size)	75.00	January 2010
	Home Occupation Permit Fee (Ord. No. 1303)	50.00 / permitted, \$100.00 \$160.00 special	April 1994
	Excavation/Obstruction/ROW Permit (Ord. 18-2-3031)	200.00	January 2019
	Park Dedication (Res. No. 9538A)		
	Apartment Dwelling	750/ 150	January 2017
	Townhome, Condominium, Duplex Dwelling	1,000 / unit	January 2017
	Single Family Dwelling	1,200.00 / unit	January 2017
	Commercial & Industrial	3,500.00 / acre	January 2017
	Planned Unit Development (Ord. No. 1301.070)	—750.00- \$810.00	January 2017
	Rental Dwelling Licenses (Ord. No. 508.020)		March 2010
	Single Family	100.00 / 2 year license	January 2021
	Two Family	\$150.00 / 2 year license	January 2022
	3+ Units	200 / 2 year license + 15.00 each unit over 1	January 2021
	Re-inspection Fee	50 single/two-family & 100 for 3+ units	January 2021
	Renting without a license	200% base fee charge	January 2021
	License Transfer (Ord. No. 508-090)	50.00	January 2017
	Rezoning: Application Fee (Ord. No. 1301.040)	750.00- \$810.00	January 2017
	Sign Permits (Ord. No. 1115)		
	Permanent	50.00 / wall	September 1987
	Temporary banner, sign, or reface	30.00 / each	September 1987
	Free standing and dynamic display	150.00 / each	January 2017
	Billboard	300.00 / each	September 1987
	Erecting a sign before the permit is issued	200.00 administrative fee	September 1987

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Small Cell Wireless Facility Permit	500.00 up to 5 sites, \$100 for each additional	January 2019
Subdivisions (Ord. No. 1407)		
Preliminary Plat	500.00 \$560.00	January 2017
Final Plat	100.00	January 2017
Minor Subdivision/Lot Split	250.00	January 2017
Text Amendment	750.00	
Vacation (City Charter, Section 8.02)	250.00 \$310.00	January 2017
Variance Permit (Ord. No. 1407)	250.00/residential, 500.00/commercial & industrial 310.00/residential, 560.00/commercial & industrial	January 2017
Zoning Letter (Res. No. 9538)	75.00	January 2017
Zoning Permits: Shed, Driveway, Fence, Detached Deck under 30", Hot Tub, Pigeons, Hens, Bees, site alteration	50.00 / each	January 2017

X. BUILDING DEPARTMENT LICENSES AND PERMITS

1. **BUILDING PERMIT FEES:** Building permit fees are either flat fee or based on current state valuation costs, plus Minnesota state surcharge. Permit fees not listed in the flat fee chart are based on valuation. See fee charts below.

A. RESIDENTIAL FLAT FEE BUILDING PERMITS

	Current Fees – Plus \$1.00 State Surcharge	Proposed Fees	Last Adjusted
Building Moving (House)	\$150.00		January 2017
Building Moving (Garage)	\$60.00		January 2017
Demolition	Interior Only \$60.00 / Accessory Structure \$85.00 / Residential Structure \$200.00		January 2017
Doors	1 Door \$80.00 / 2 or More Doors \$110.00		January 2020
Egress Windows	1 Egress Window \$80.00 / 2 or More Egress Windows \$135.00		January 2020
Garage Siding Only	\$80.00		January 2017
Garage Roofing Only	\$80.00		January 2017
Grading / Excavation	\$90.00		January 2017
Roof Solar Panels	\$175.00		January 2017
Roofing	Full Replacement \$160.00 / Repair Only \$80.00 /		January 2020
Siding	Full Replacement \$160.00/ Repair Only \$80.00 /		January 2020
Swimming Pools	Above Ground \$75.00 / In Ground \$125.00		January 2017
Windows	1 Window \$80.00 / 2 or More Windows \$135.00		January 2020

B. COMMERCIAL FLAT FEE BUILDING PERMITS

	Current Fees – Plus \$1.00 State Surcharge	Proposed Fees	Last Adjusted
Demolition	Interior Only \$60.00 / Commercial Structure \$350.00		January 2017
Grading	Site Under 2 Acres \$350.00 / Site Over 2 Acres \$450.00		January 2017
Parking Lot Replacement	\$150.00		January 2017
Roof Solar Panels	\$275.00		January 2017
Swimming Pools	Above Ground \$75.00 / In Ground \$125.00		January 2017

C. BUILDING PERMIT FEES BASED ON VALUATION (RESIDENTIAL OR COMMERCIAL WHERE FLAT FEE DOES NOT APPLY)

Total Valuation		Fees – Plus State Surcharge Based on Valuation (see chart below)	Proposed Fees	Last Adjusted
\$1.00	to	\$500	\$30.00	January 2017
\$501	to	\$2,000	\$30.00 for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	January 2017
\$2,001	to	\$25,000	\$82.50 for the first \$2,000.00 plus \$16.10 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	January 2017
\$25,001	to	\$50,000	\$452.80 for the first \$25,000.00 plus \$11.65 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	January 2017
\$50,001	to	\$100,000	\$744.05 for the first \$50,000.00 plus \$8.15 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	January 2017
\$100,001	to	\$500,000	\$1,151.55 for the first \$100,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	January 2017
\$500,001	to	\$1,000,000	\$3,751.55 for the first \$500,000.00 plus \$5.60 for each addition \$1,000.00 or fraction thereof, to and including \$1,000,000.00	January 2017
\$1,000,001	to	and up	\$5,991.55 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof	January 2017

ANNUAL FEE SCHEDULE 2022

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D. STATE SURCHARGE FEES FOR BUILDING PERMITS BASED ON VALUATION

Valuation of Structure, Addition or Alteration			State Surcharge Computation	Proposed Fees	Last Adjusted
\$ 0	to	\$ 1,000,000	.0005 x valuation (minimum \$0.50)		State Fee
\$ 1,000,001	to	\$ 2,000,000	\$ 500 + .0004 x (value - \$1,000,000)		State Fee
\$ 2,000,001	to	\$ 3,000,000	\$ 900 + .0003 x (value - \$2,000,000)		State Fee
\$ 3,000,001	to	\$ 4,000,000	\$ 1,200 + .0002 x (value - \$3,000,000)		State Fee
\$ 4,000,001	to	\$ 5,000,000	\$ 1,400 + .0001 x (value - \$4,000,000)		State Fee
\$ 5,000,001		or greater	\$ 1,500 + .0005 x (value - \$5,000,000)		State Fee

E. OTHER BUILDING FEES

	Current Fees	Proposed Fees	Last Adjusted
Appeal Fee	\$150.00 (refunded if appeal granted)		January 2017
Certificate of Occupancy	\$20.00		January 2017
License Fee – Commercial General Contractor	\$120.00 / Prorated to \$75.00 after 7/1		January 2017
License Fee – Mechanical/Tree Trimmer	\$45.00 / Prorated to \$35.00 after 7/1		January 2017
Other Inspections & Fees: <ul style="list-style-type: none"> • Inspections outside business hours • Re-inspection fees • Inspection which no fee is specifically indicated (30 minute min) • Additional plan review: changes, additions or revisions to plans (30 minute min) 	\$62.00 per hour or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages & fringe benefits of employees involved.		January 2017
Outside Consultants for Plan Checking & Inspections or Both	Actual costs including administrative & overhead costs		January 2017
Plan Review Fee (Residential)	50% of Permit Fee		Pre 2017
Plan Review Fee (Commercial)	65% of Permit Fee		Pre 2017

2. **SEWER AND WATER PERMIT FEES:** Sewer & Water permits are based on fees below, plus \$1.00 state surcharge.

A. SEWER & WATER PERMIT FEES

	Current Fees – Plus \$1.00 State Surcharge	Proposed Fees	Last Adjusted
Water Line Install or Repair	\$ 57.00		January 2020
Sewer Line Install or Repair	\$ 57.00		January 2020
Water Disconnect	\$42.00		January 2019
Sewer Disconnect	\$42.00		January 2019
Water Tap (Each)	\$27.00		January 2019
Sewer Tap (Each)	\$27.00		January 2019
Storm Sewer	\$42.00		January 2019
Hydrostatic and Conductivity Test (Each)	\$57.00		January 2019
Street Excavation & Street Deposit	\$32.00 / \$1550.00		January 2019
Individual Sewage Treatment System – New Installation or Replacement of existing system	\$ 206.00		January 2019
Individual Sewage Treatment System - Repair or Alteration of existing system	\$103.00		January 2019
Individual Sewage Treatment System Abandonment	\$ 52.00		January 2019

3. **SEWER AND WATER CONNECTION FEES:** Buildings or dwellings existing or constructed in the City of White Bear Lake must connect to the municipal water and sanitary sewer system so long as it is reasonably available. Metropolitan Council Sewer Access Charge (SAC) units and fees are established by the Metropolitan Council per state statute MN 473.517. Prior to connecting to public utilities, the owner or representative must pay the following fees:

A. SEWER CONNECTION FEES

	Current Fees	Proposed Fees	Last Adjusted
Single Family Dwellings	\$670.00 per Dwelling		January 2019
Two Family Dwellings	\$1,340.00 per Dwelling		January 2019
Multiple Dwellings	\$\$670.00/unit		January 2020
Commercial and Industrial	\$670.00 /unit		January 2020

ANNUAL FEE SCHEDULE 2022
ORDINANCE NO. 21-12-2053

B. WATER CONNECTION FEES

	Current Fees	Proposed Fees	Last Adjusted
Single Family Dwellings	\$670.00 per Dwelling		January 2019
Two Family Dwellings	\$1,340.00 per Dwelling		January 2019
Multiple Dwellings	\$670.00/unit		January 2020
Commercial and Industrial	\$670.00/unit		January 2020

4. **PLUMBING PERMIT FEES:** Plumbing Permits are based on fees listed below, plus \$1.00 state surcharge.

A. PLUMBING PERMIT FEES

	Current Fees – Plus \$1.00 State Surcharge	Proposed Fees	Last Adjusted
Plumbing Minimum Fee	\$50.00		January 2020
For Each Fixture or Fixture Opening	\$ 15.00/per fixture		January 2017
Water Heater - New Install or Replace	\$ 50.00		January 2017
Water Softener – New Install or Replace	\$ 25.00		January 2017
Gas Piping	\$ 30.00		January 2017
Water Piping / Drain / Waste / Vent Alteration or Repair	\$ 50.00		January 2017
Plumbing General Repair	\$ 50.00		January 2017
New backflow Prevention Device (Permit Required)	\$ 25.00		January 2017
Backflow Prevention Annual Testing Per Device	\$ 20.00		January 2017

5. **MECHANICAL PERMIT FEES:** Mechanical permit fees are based on 1% of job valuation or the minimum fee, whichever is greater, plus the state surcharge of .0005% of job valuation. For review of mechanical plans and other data, the fee is equal to 25% of the permit fee or the minimum, whichever is greater.

A. MECHANICAL PERMIT FEES

	Minimum Fees (or 1% of job valuation, whichever is greater, plus state surcharge of .0005% of job valuation)	Proposed Fees	Last Adjusted
Heating System	\$70.00		January 2017
Air Conditioning	\$40.00		January 2017
Heating & Air Conditioning	\$100.00		January 2017
HVAC for new residential construction	\$175.00		January 2017
Ductwork	\$30.00		January 2017
Fireplace	\$50.00		January 2017
Process piping	\$40.00		January 2017
Miscellaneous appliance or equipment regulated by code	\$40.00		January 2017
Repair - Heating and/or AC	\$30.00		January 2017

6. **FIRE SUPPRESSION / STORAGE TANK PERMIT FEES:** Fire Suppression/Storage Tank Permits are based on fees listed below, plus \$1.00 state surcharge. For review of Fire Suppression plans and other data, the fee is equal to 25% of the permit fee.

A. FIRE SUPPRESSION / STORAGE TANK PERMIT FEES

	Current Fees – Plus \$1.00 State Surcharge	Proposed Fees	Last Adjusted
Automatic Fire Suppression System 1-10 Heads/Risers	\$75.00		January 2019
Each Additional 10 Heads or Fraction Thereof	\$5.00		January 2017
Each Fire Alarm (New, Addition, Upgrade)	\$75.00		January 2019
Each Miscellaneous Fire Related Permit	\$75.00		January 2019
Each Chemical/Ansul Hood Extinguisher System	\$75.00		January 2019
Each Fuel Storage Tank Installed or Removed - Under 1000 gallons	\$75.00 per tank		January 2019
Each Fuel Storage Tank Installed or Removed – Over 1000 gallons	\$225.00 per tank		January 2019
Miscellaneous Fire Suppression Permit	\$ 75.00		January 2019
Fire Permit Plan Review	50% of the Permit Fee		January 2019

7. **ELECTRICAL PERMIT FEES:** Electrical fees are based on fees listed below, plus \$1.00 state surcharge. Fees are set by Togle Inspections. The City of White Bear Lake contracts with Togle Inspections, electrical contractor for the State of Minnesota Department of Labor and Industry. Website: www.togleinspections.com

ANNUAL FEE SCHEDULE 2022
ORDINANCE NO. 21-12-2053

A. ELECTRICAL PERMIT FEES

	Current Fees – Plus \$1.00 State Surcharge		Last Adjusted
Residential Panel Replacement	\$110.00		January 2020
Residential Sub Panel Replacement	\$45.00		January 2020
New Service or Power Supply:			
0-300 Amp	\$55.00		January 2020
400 Amp	\$71.00		January 2020
500 Amp	\$87.00		January 2020
600 Amp	\$103.00		January 2020
800 Amp	\$135.00		January 2020
1000 Amp	\$167.00		January 2020
Each Additional 100 Amps	\$16.00/each		January 2020
Circuits and Feeders:			
0-100 Amp	\$9.00		January 2020
101-200 Amp	\$15.00		January 2020
201-300 Amp	\$21.00		January 2020
301-400 Amp	\$27.00		January 2020
401-500 Amp	\$33.00		January 2020
501-600 Amp	\$39.00		January 2020
Each additional 100 Amps	\$6.00/each		January 2020
Minimum fee for 1 inspection only	\$45.00		January 2020
Minimum fee for 2 inspections (rough in & final)	\$90.00		January 2020
Maximum fee for single-family dwelling or townhouse not over 200 Amps (No max if service is over 200 Amps). Max of 2 rough-ins and 1 final inspection	\$190.00		January 2020
Failed inspections per visit	\$45.00		January 2020
Apartment Buildings – Fee per unit of an apartment or condominium complex. This does not cover service, unit feeders or house panels	\$80.00/unit		January 2020
Swimming pools & hot tubs (includes 2 inspections).	\$90.00 plus ckts @ \$9/each		January 2020
Additions, remodels or basement finishes (includes 2 inspections)	\$90.00 (includes up to 10 ckts)		January 2020
Residential accessory structures	The greater of \$55.00 for panel + \$9.00 per ckt OR \$90.00 for 2 inspections		January 2020
Traffic signals	\$8.00 per each standard		January 2020
Street & parking lot lights	\$5.00 per each standard		January 2020
Transformers & generators	\$5.00 – 0 to 10kva \$40.00 – 11kva to 74kva \$60.00 – 75kva to 299kva \$165.00 - over 299kva		January 2020
Retrofit lightening	\$0.85 cents per fixture		January 2020
Sign transformer or driver	\$9.00 per transformer		January 2020
Low voltage fire alarm, low voltage heating & air conditioning control wiring	\$0.85 cents per device		January 2020
Re-inspection fee in addition to all other fees	\$45.00		January 2020
Hourly rate for carnivals	\$90.00		January 2020
Solar fees:			
0kw – 5kw	\$90.00		January 2020
5.1kw – 10kw	\$150.00		January 2020
10.1kw – 20kw	\$225.00		January 2020
20.1 to 30kw	\$300.00		January 2020
301.1kw – 40kw	\$375.00		January 2020
401 kw and larger	\$375.00 + \$25 each additional 10kw		January 2020
Electronic inspection fee for these items only: furnace, air conditioning, bath fan, fireplace or receptacle for water heater vent ** Must be pre-approved by Electrical Inspector **	\$40.00		January 2020
*Permit fee is doubled if work starts before permit issued			
*Refunds must be requested in writing. No refunds on minimum fee permits, expired permits or state surcharge fee. Refunds are minus a city handling fee of 20%.			

RESOLUTION NO.

**A RESOLUTION ESTABLISHING THE TITLE AND
SUMMARY APPROVAL OF ORDINANCE NO. 21-12-2053**

**AN ORDINANCE ESTABLISHING A FEE SCHEDULE
FOR SERVICES, PERMITS AND LICENSES**

FOR PUBLISHED NOTICE.

WHEREAS, the City of White Bear Lake City Council may, pursuant to Ordinance No. 83-6-666, adopt a title and summary of a proposed ordinance to be published in lieu of lengthy entire ordinances, and

WHEREAS, in addition to adopting a title and ordinance summary, the Council shall direct the City Clerk to:

1. Have available for inspection during regular office hours a copy of the entire ordinance.
2. Post a copy of the entire ordinance on the website.
3. Receive an affidavit of publication of the title and summary from the official newspaper.

NOW, THEREFORE, BE IT RESOLVED, that the City of White Bear Lake City Council hereby adopts the aforementioned title and summary for approved Ordinance No. 21-12-2053 as listed below:

**AN ORDINANCE ESTABLISHING A FEE SCHEDULE
FOR SERVICES, PERMITS AND LICENSES**

The ordinance consolidates the City's fee schedule for services, permits and licenses for efficient administration and to facilitate annual review as an integral part of the budget process.

FURTHER, BE IT RESOLVED, that the City of White Bear Lake City Council hereby directs the City Clerk to provide the inspection and publication requirements as listed above.

The foregoing resolution offered by Councilmember ___ and supported by Councilmember _____ carried on the following vote:

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: The Planning Commission

Through: Ashton Miller, Planning Technician

Date: December 7, 2021 for the December 14, 2021 City Council Meeting

Subject: **Briggs Special Home Occupation Permit – 1919 4th Street
Case No. 21-3-SHOP**

REQUEST

A Special Home Occupation Permit to allow a personal training business to operate out of the detached garage of a single family home.

SUMMARY

No one from the public spoke. On a 6-0 vote, the Planning Commission recommended approval as presented by staff. Member Enz recused herself.

RECOMMENDED COUNCIL ACTION

Approval of the attached resolution.

ATTACHMENT

Resolution of Approval

RESOLUTION NO.

**RESOLUTION APPROVING
A SPECIAL HOME OCCUPATION PERMIT FOR AARON BRIGGS
AT 1919 4th STREET
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, a proposal (21-3-SHOP) has been submitted by Aaron Briggs to the City Council requesting a Special Home Occupation Permit of the City of White Bear Lake for the following location:

LOCATION: 1919 4th Street

LEGAL DESCRIPTION: East half of Lot 38, Oakhurst Acres, Ramsey County, Minnesota. (PID # 143022310023)

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING RELIEF: A Special Home Occupation Permit to allow a personal trainer business out of the garage of a single-family home, per Code Section 1302.120, Subd.4; and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on November 29, 2021; and

WHEREAS, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed variance upon the health, safety, and welfare of the community and its Comprehensive Plan, as well as any concerns related to compatibility of uses, traffic, property values, light, air, danger of fire, and risk to public safety in the surrounding areas;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake that the City Council accepts and adopts the following findings of the Planning Commission:

1. The proposal is consistent with the city's Comprehensive Plan.
2. The proposal is consistent with existing and future land uses in the area.
3. The proposal conforms to the Zoning Code requirements.
4. The proposal will not depreciate values in the area.
5. The proposal will not overburden the existing public services nor the capacity of the City to service the area.
6. Traffic generation will be within the capabilities of the streets serving the site.
7. That the special conditions attached in the form of a conditional use permit are hereby approved.

FUTHER, BE IT RESOLVED, that the City Council of the City of White Bear Lake hereby approved the request, subject to the following conditions.

1. All application materials, maps, drawings, and descriptive information submitted with this application shall become part of the permit.
2. Per Section 1302.120, Subd.3, if within one (1) year after granting the Home Occupation Permit, the use as allowed by the permit is not established, the permit shall become null and void unless a petition for an extension for time in which to complete or utilize the use has been granted by the City Council. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
3. This permit is issued for a one-year period with the expiration date being **December 14, 2022**, before which the permit may be renewed, in accordance with the procedural requirement of the initial home occupation.
4. The applicant shall not have the vested right to a permit by reason of having obtained a previous permit. In applying for and accepting a permit, the permit holder agrees that her monetary investment in the home occupation will be fully amortized over the life of the permit and that a permit renewal will not be needed to amortize the investment. Each application for the renewal of a permit will be considered *de novo* without taking into consideration that a previous permit has been granted. The previous granting of renewal of a permit shall not constitute a precedent or basis for the renewal of a permit.
5. Permits shall not run with the land and shall not be transferable.
6. The business shall comply with all provisions of the Home Occupation Section of the Zoning Code (Section 1302.125).
7. The applicant shall comply with applicable building, fire and health department codes and regulations.
8. Clients shall be limited to parking in the driveway.
9. A sign permit is required prior to the installation of any signs.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

Approval is contingent upon execution and return of this document to the City Planning Office.

I have read and agree to the conditions of this resolution as outlined above.

Aaron Briggs

Date



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: The Planning Commission

Through: Ashton Miller, Planning Technician

Date: December 7, 2021 for the December 14, 2021 City Council Meeting

Subject: **Larson Variance – 18XX Clarence Street – Case No. 21-21-V**

REQUEST

A 7 foot variance from the 25 foot setback required along a side abutting a public right-of-way in order to construct a single family home on the property.

SUMMARY

No one from the public other than the applicant spoke. On a 7-0 vote, the Planning Commission recommended approval as presented by staff.

RECOMMENDED COUNCIL ACTION

Approval of the attached resolution.

ATTACHMENT

Resolution of Approval

RESOLUTION NO.

**RESOLUTION GRANTING A VARIANCE
FOR 18XX CLARENCE STREET
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, a proposal (21-21-V) has been submitted by Reid Larson to the City Council requesting approval of a variance from the Zoning Code of the City of White Bear Lake for the following location:

LOCATION: 18XX Clarence Street

LEGAL DESCRIPTION: Lot 14, Block 24, Ramaley's Park, Ramsey County, Minnesota. (PID 233022220022)

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A seven foot variance from the twenty five foot setback required along a side abutting a public right-of-way, per Code Section 1303.060, Subd.5.c.2, in order to construct a home eighteen feet from the eastern lot line; and

WHEREAS, the Planning Commission held a public hearing as required by the Zoning Code on November 29, 2021; and

WHEREAS, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed variance upon the health, safety, and welfare of the community and its Comprehensive Plan, as well as any concerns related to compatibility of uses, traffic, property values, light, air, danger of fire, and risk to public safety in the surrounding areas;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake that the City Council accepts and adopts the following findings of the Planning Commission:

1. The requested variance will not:
 - a. Impair an adequate supply of light and air to adjacent property.
 - b. Unreasonably increase the congestion in the public street.
 - c. Increase the danger of fire or endanger the public safety.
 - d. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this Code.
2. The variance is a reasonable use of the land or building and the variance is the minimum required to accomplish this purpose.
3. The variance will be in harmony with the general purpose and intent of the City Code.
4. The variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

- 5. The non-conforming uses of neighboring lands, structures, or buildings in the same district are not the sole grounds for issuance of the variance.

FURTHER, BE IT RESOLVED, that the City Council of the City of White Bear Lake hereby approves the requested variance, subject to the following conditions:

- 1. All application materials, maps, drawings, and descriptive information submitted in this application shall become part of the permit.
- 2. Per Section 1301.060, Subd.3, the variance shall become null and void if the project has not been completed or utilized within one (1) calendar year after the approval date, subject to petition for renewal. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
- 3. The applicant shall verify the property lines and have the property pins exposed at the time of inspection.
- 4. A building permit shall be obtained before any work begins.
- 5. Prior to the issuance of a building permit, the applicant shall submit tree preservation calculations and a replacement plan, subject to staff approval.
- 6. The park dedication fee shall be collected at the time when a building permit is issued.
- 7. Metropolitan Council SAC (Sewer Availability Charge) and WAC (Water Availability Charge) and City SAC and WAC shall be due at the time when a building permit is issued.
- 8. Water and sewer hook-up fees shall be collected at the time when a building permit is issued.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

Approval is contingent upon execution and return of this document to the City Planning Office.
I have read and agree to the conditions of this resolution as outlined above.

Applicant's Signature

Date



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: The Planning Commission

Through: Anne Kane, Community Development Director

Date: December 9, 2021 for the December 14, 2021 City Council Meeting

Subject: **DIVISION 25, LLC – Conditional Use Permit for a Dynamic Billboard/4650 Centerville Road (Case No. 21-5-CUP)**

REQUEST

A request for a Conditional Use Permit to allow installation of a V-shape dynamic billboard to replace a pre-existing static billboard in the Tower Crossings PUD. In addition, the applicant is requesting a 25 foot variance to increase the height of the billboard to 75 feet.

SUMMARY

When the matter was initially considered by the Planning Commission earlier this summer, a number of residents at The Pillars expressed concerns with the proposed billboard. Following an on-site meeting with residents and representatives of The Pillars, the applicant increased the height of the billboard to 75 feet to retain sight lines to a large deciduous tree within the MnDOT right-of-way that is visible by a number of residential units and balconies situated on the eastern wing of the facility. This change to the design was fully supported by the neighboring residents, who expressed appreciation for the accommodation to address their stated concerns.

When discussing the height variance, the Commission took into consideration the existing context of the proposed billboard, citing the adjacent water tower (approximately 160 feet in height) and existing 60 foot pylon signs along the I-35E corridor. One Commissioner also noted the non-conforming pylon signs at White Bear Marketplace and Culver's near the White Bear Avenue and I-694 intersection. (Subsequent to the meeting staff research the existing heights of those pylon signs to be 65 feet for the Culver's sign and 50 feet for the White Bear Marketplace (former K-Mart sign).

On a 7-0 vote, the Planning Commission recommended approval of Conditional Use Permit as well as the height variance.

RECOMMENDED COUNCIL ACTION

Approval of the attached resolution.

ATTACHMENTS

1. Resolution of Approval
2. E-Mail Correspondence from Jamie Korzan, owner representative of The Pillars

RESOLUTION NO.

**RESOLUTION GRANTING
A CONDITIONAL USE PERMIT AND HEIGHT VARIANCE
FOR INSTALLATION OF A DYNAMIC BILLBOARD
LOCATED AT 4650 CENTERVILLE ROAD
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, a proposal (21-5-CUP) has been submitted by John Johannson, on behalf of Division 25, LLC, to the City Council requesting approval of a Conditional Use Permit and a height variance from the City of White Bear Lake Sign Code for the following location:

LOCATION: 4650 Centerville Road (Tower Crossing PUD)

LEGAL DESCRIPTION: Lot 1 Block 1 of TOWER CROSSINGS PLAT
(PID # 163022430039)

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING PERMIT: A Conditional Use Permit for a dynamic display billboard, per Code Section 1202.040 Subd. 2; in order to install a dynamic billboard on property zoned PZ – Performance Zone; and

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING RELIEF: A 25 foot variance from the 50 foot maximum height for the billboard, per Code Section 1202.040 Subd. 2.G.2g, in order to install a 75 foot tall billboard to retain the sight lines of a significant tree within the MnDOT right-of-way;

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on November 29, 2021; and

WHEREAS, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed requests upon the health, safety, and welfare of the community and its Comprehensive Plan, as well as any concerns related to compatibility of uses, traffic, property values, light, air, danger of fire, and risk to public safety in the surrounding areas;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake that, in relation to the Conditional Use Permit, the City Council accepts and adopts the following findings of the Planning Commission:

1. The proposal is consistent with the city's Comprehensive Plan.
2. The proposal is consistent with existing and future land uses in the area.
3. The proposal conforms to the Zoning Code requirements.
4. The proposal will not depreciate values in the area.
5. The proposal will not overburden the existing public services nor the capacity of the City to service the area.

6. Traffic generation will be within the capabilities of the streets serving the site.

FUTHER, BE IT RESOLVED, by the City Council of the City of White Bear Lake that, in relation to the Variance, the City Council adopts the following findings of the Planning Commission:

1. The requested variance will not:
 - a. Impair an adequate supply of light and air to adjacent property.
 - b. Unreasonably increase the congestion in the public street.
 - c. Increase the danger of fire or endanger the public safety.
 - d. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this Code.
2. The variance is a reasonable use of the land or building.
3. The variance will be in harmony with the general purpose and intent of the City Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
4. The non-conforming uses of neighboring lands, structures, or buildings in the same district are not the sole grounds for issuance of the variance.

FUTHER, BE IT RESOLVED, that the City Council of the City of White Bear Lake hereby approves the request, subject to the following conditions.

1. All application materials, maps, drawings, and descriptive information submitted in this application shall become part of the permit.
2. Per Section 1301.050, Subd.4, if within one (1) year after granting the Conditional Use Permit, the use as allowed by the permit is not established, the permit shall become null and void unless a petition for an extension of time in which to complete or utilize the use has been granted by the City Council. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
3. This Conditional Use Permit shall become effective upon the applicant tendering proof to the City of filing a certified copy of this permit with the County Recorder pursuant to Minnesota State Statute 462.3595 to ensure the compliance of the herein-stated conditions.
4. The applicant shall submit detailed construction drawings and obtain a sign permit prior to the installation of the billboard.
5. The applicant understands and agrees to turn off the digital display sign within one business day of notice of non-compliance by City.
6. **The applicant agrees to provide the City a minimum of five (5) hours (2,250 eight-second spots) per month for community and public service messages at such times as shall be equitably scheduled throughout the day by the City.**

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

Approval is contingent upon execution and return of this document to the City Planning Office.

I have read and agree to the conditions of this resolution as outlined above.

John Johansson, Manager – Division 25, LLC

Date

From: [Jamie Korzan](#)
To: [Anne Kane](#)
Subject: Re: Billboard - CUP Application
Date: Tuesday, November 30, 2021 8:46:08 AM
Attachments: [image003.png](#)
[image003.png](#)

That is great to hear. Thanks Anne!

Sent from my iPhone

On Nov 30, 2021, at 8:45 AM, Anne Kane <akane@whitebearlake.org> wrote:

CAUTION: EXTERNAL

Hi Jamie:

Yes, the CUP for the billboard and the variance for the 75' height was unanimously recommended for approval by the Planning Commission. There was no dissent or objection voiced by anyone during the Public Hearing. The recommendation will be considered by the City Council at its December 14th meeting.

Let me know if you have any further questions or concerns. Thank you.



<!--[if !vml]--><!--[endif]-->**Anne Kane**
Community Development Director
City of White Bear Lake
(651) 429-8562 | akane@whitebearlake.org
www.whitebearlake.org

From: Jamie Korzan <Jamie@oppidan.com>
Sent: Tuesday, November 30, 2021 5:52 AM
To: Anne Kane <akane@whitebearlake.org>
Subject: Re: Billboard - CUP Application

Good Morning Anne.

I wanted to follow up and see if the this was approved last night. Unfortunately, I was unable to attend the meeting.

Thanks in advance.

Jamie

Sent from my iPhone

On Nov 18, 2021, at 3:02 PM, Anne Kane <akane@whitebearlake.org> wrote:

CAUTION: EXTERNAL

Good Afternoon:

Attached please find the Notice of the upcoming Public Hearing to consider a request by Division 25, LLC for a 75' billboard within the Sign Easement Area located on The Pillars of White Bear Lake property at 4650 Centerville Road.

We appreciate everyone's patience as the City sorted through the text amendment to our Sign Code to allow billboards once again. I believe the revised plans address the majority of resident concerns expressed at the August 3rd meeting. The primary concern we heard was potential loss of view of the grand tree within MnDOT's right-of-way. If there remain outstanding questions or concerns, please do not hesitate to reach out.

In the meantime, wishing you all a safe, happy and healthy Thanksgiving holiday!

Anne Kane
Community Development Director
City of White Bear Lake
(651) 429-8562 | akane@whitebearlake.org
www.whitebearlake.org



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker, City Manager

Date: December 7, 2021

Subject: **Northeast Youth and Family Services Agreement**

BACKGROUND

Northeast Youth and Family Services (NYFS) is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within the community through collaboration and coordination with existing community resources. Prior to a transfer of service to NYFS in 2012, these services were provided by the White Bear Lake Community Counseling Center, which was a department of the City.

In mid-2012 the City Council authorized a 'transfer of service' agreement between the City and NYFS to continue most services previously provided by the Community Counseling Center at the White Bear Lake location. The original agreement between the City and NYFS provided that the City's 2012 funding level of approximately \$90,000 be reduced over five years to a level proportionate (according to population) to other participating cities. The City's contribution in 2016 was \$49,293, which marked the last year of declining funding levels.

SUMMARY

White Bear Lake funds NYFS proportionate to other participating cities at \$2.00. The City's 2022 funding allocation is \$52,443.

Also included in the City's annual agreement for services with NYFS is the shared position of a social worker who works on behalf of the cities of Roseville, Mounds View, New Brighton, St. Anthony and White Bear Lake to assist the police department in their work with residents. The cost of this position is divided proportionate to services provided among these communities, with White Bear Lake's share of this position amounting to \$25,750. Funding for our partnerships with NYFS was anticipated in the 2022 budget, as adopted by Council.

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council authorize execution of the attached agreement with Northeast Youth and Family Services.

ATTACHMENTS

Resolution
Agreement with Northeast Youth and Family Services
January – September 2021 Cost of Services Report

RESOLUTION NO.

**AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WHITE BEAR LAKE
AND NORTHEAST YOUTH AND FAMILY SERVICES**

WHEREAS, Northeast Youth and Family Services (NYFS) is a non-profit social service whose mission is to meet the unmet developmental needs of at-risk youth and families with our community through collaboration and coordination with existing community resources; and

WHEREAS, the City of White Bear Lake has been contracting with NYFS to provide youth and family services and wishes to continue to partnering with NYFS in 2022; and

WHEREAS, Participation figures for the City of White Bear Lake are:

2016	2017	2018	2019	2020	2021	2022
49,293	39,029	39,575	40,684	43,451	50,916	52,443

WHEREAS, the City of White Bear Lake also shares in the cost of a social worker position to assist police departments in their work with residents, amounting to \$25,750.00 annually.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of White Bear Lake that the Mayor and City Manager are authorized and hereby directed to execute an agreement with Northeast Youth and Family Services for general community mental health services and a shared mental health caseworker position for a term through December 31, 2022.

The foregoing resolution, offered by Councilmember ____ and supported by Councilmember _____, was declared carried on the following vote:

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

AGREEMENT

1. PARTIES

This agreement is made and entered into by and between the City of White Bear Lake Minnesota (“Municipality”) and Northeast Youth and Family Services (“NYFS”).

2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (“participating municipalities”) and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.

- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.

- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.

- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.

- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
 - i. Report regarding proposed changes in services and programs to the Municipality; and
 - ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

- d. Funding
 - i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.

 - ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.

- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.
- e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.
- f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:
 - i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
 - ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
 - iii. On or before November 30, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services

provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.

- iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
- v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
- vi. Providing other reasonable information requested by the Municipality;
- vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
- viii. Provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.

g. Term. The term of this agreement will be through December 31, 2022. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.

- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

MUNICIPALITY

City of White Bear Lake

By: _____

Elected Official

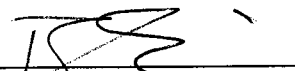
Its: _____

Clerk/Manager/Administrator

Dated: _____

NYFS

Northeast Youth & Family Services

By: _____


President/GEO

Its: _____

Chair of the Board of Directors

Dated: _____

Northeast Youth & Family Services
Municipal Participation Figures
Exhibit A - 2022

	2020 - 6.8% MN Demographer's Office increase CPI-U Population Estimate 2018		2020 payment per capita		NYFS Board approved 2021 increase to \$2/person		% Increase 2021/2020		Municipal Budget 2021 Amount		NYFS Board approved 2022 3.0 CPI-U		% Increase 2022/2021		Community Advocate 2021 Amount		Community Advocate 2022 3.0 CPI-U	
Lauderdale	Welcome back to NYFS!																	
Falcon Heights	\$10,038.13	5,479	\$1.83	\$10,958.00	9.2%	\$10,958.00	\$11,286.74	3.00%	NA	NA	\$4,678.26	100.00%	NA	NA				
Little Canada	\$17,605.98	10,386	\$1.70	\$20,772.00	18.0%	\$19,188.99	\$21,395.16	11.50%	NA	NA								
Mounds View	\$22,779.37	13,328	\$1.71	\$26,656.00	17.0%	\$26,656.00	\$27,455.68	3.00%	\$25,000.00	\$25,000.00								
New Brighton	\$41,567.63	23,119	\$1.80	\$46,238.00	11.2%	\$46,238.00	\$47,625.14	3.00%	\$10,000.00	\$10,300.00								
North Oaks	\$10,019.98	5,304	\$1.89	\$10,608.00	5.9%	\$10,608.00	\$10,926.24	3.00%	NA	NA								
Roseville	\$60,707.26	36,272	\$1.67	\$72,544.00	19.5%	\$72,544.00	\$74,720.32	3.00%	\$20,000.00	\$20,600.00								
St. Anthony	\$4,211.12	9,067	\$0.46	\$18,134.00	330.6%	\$11,211.12	\$18,628.02	66.60%	\$12,500.00	\$12,875.00								
Shoreview	\$49,554.13	26,480	\$1.87	\$52,960.00	6.9%	\$52,960.00	\$54,548.80	3.00%	NA	NA								
Birchwood	\$1,591.32	876	\$1.82	\$1,752.00	10.1%	\$1,752.00	\$1,804.56	3.00%	NA	NA								
Hugo	\$6,408.00	15,247	\$0.42	\$30,494.00	375.9%	\$6,408.00	\$15,247.00	137.94%	NA	NA								
Mahometti	\$14,015.36	8,040	\$1.74	\$16,080.00	14.7%	\$16,080.00	\$16,562.40	3.00%	NA	NA								
Yadnais Heights	\$22,460.04	13,198	\$1.70	\$26,396.00	17.5%	\$26,396.00	\$27,187.88	3.00%	NA	NA								
White Bear Lake	\$43,450.51	25,458	\$1.71	\$50,916.00	17.2%	\$50,916.00	\$52,443.48	3.00%	\$25,000.00	\$25,750.00								
White Bear Township	\$21,908.95	11,095	\$1.97	\$22,190.00	1.3%	\$22,190.00	\$22,855.70	3.00%	NA	NA								
Total	\$343,706.96	203,349.00	\$1.69	\$406,698.00	18.3%	\$374,106.11	\$407,415.38	8.90%	\$92,500.00	\$95,275.00								

2021 increase shared over 2 years.
Hugo splits their contribution between NYFS and another MH Agency in Forest Lake.

**Northeast Youth & Family Services
2022**

Contracted Services

Mental Health Services:

Shoreview and White Bear Lake Mental Health Clinics – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

School-Based Mental Health – licensed mental health staff provide therapy for the emotional health of students within Roseville, Mounds View and White Bear Lake school districts.

Community Services:

Youth Diversion – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.

Elder Services Program – telephone reassurance calls, home visits, resource navigation, chore and homemaking services to help area older adults connect to local resources and services, reduce isolation, promote mental health and wellness and live independently.

Community Advocate – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.

Non Contracted Services

Mental Health Services:

Northeast Educational & Therapeutic Services (NETS) – provides therapy and academic support for youth in grades 6-12 with severe mental illnesses who can not function in traditional school environments.

City of White Bear Lake
Report Period: January 1, 2021 to September 30, 2021

The following is a brief report on Northeast Youth & Family Services' programs that directly affect the residents of your community. If you have any questions about this report, please call Tara Jebens-Singh, President & CEO, at (651) 379-3404.

Annual City Contract for Service 2021	\$75,916	***
Total cost of all services through September 30	\$136,955	

(Please note that these numbers represent the actual cost of services provided, not what NYFS charges clients for these services. Because of your collaboration with NYFS, many of these services are offered free of charge or on a sliding-fee scale based on income.)

Services Provided	City Totals			
	# of Clients	Hours	Service Cost	
Contracted Services				
Mental Health	75	829	\$ 103,625.00	
Diversion Services	21	71	\$ 4,260.00	*
Senior Chore				
Seniors	5	91	\$ 2,275.00	**
Community Case Management	11	82	\$ 4,920.00	***
Total for Contracted Services	112	1073	\$ 115,080.00	

BearWhite Bear Lake			
Northeast Educational & Therapeutic Services	1	175	\$ 21,875.00
Totals for Non-contracted Services	1	175	\$ 21,875.00

Totals for all Individual Services	113	1248	\$ 136,955.00
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*In addition to services provided by NYFS Staff, as part of the Diversion Program, 18 youth provided 124 hours of community service valued at \$1240.

** 7 senior were provided 14 hours of seasonal special events valued at \$350 (15 volunteers)

***The contracted amount includes the funds for the community case management program.



City of White Bear Lake
Police Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Julie Swanson, Chief of Police

Date: December 7, 2021

Subject: **Resolution authorizing execution of contract with CentralSquare for Police Department Records Management System**

BACKGROUND

The White Bear Lake Police Department entered into a contract with Law Enforcement Technology Group (LETG) in 2014 for a Computer Aided Dispatch System (CAD) for the White Bear Lake Dispatch Center and a Records Management System (RMS). The RMS software enables law enforcement agencies to store, retrieve, retain, archive, and view information, records, or files pertaining to law enforcement operations. These tools automate vital processes that enhance day-to-day operations. Since the merger of Dispatch with the Ramsey County ECC, the police department has only utilized the “Records Management System” capacity of the LETG software. LETG was acquired by Zuercher Technologies in 2016 and its LETG platform for the Records Management System has become obsolete and will no longer be supported. Zuercher Technologies has slowly transitioned all of their RMS customers over to upgraded Records Management Systems. The Central Square Records Management platform is a division of Zuercher Technologies.

SUMMARY

The Police Department utilizes a Records Management System to store and maintain all police reports, documents and associated records. Zuercher Technologies is a leader among public safety technology systems and has acquired numerous CAD and Records Management Systems over the past few years, to include LETG. The current RMS software is maintained by LETG. LETG services five other police agencies within Ramsey County, which allows the agencies to view and share records and data with one another. Zuercher Technology is phasing out the LETG platform and migrating its customers over to an updated system.

Staff has worked collaboratively with the other law enforcement agencies in Ramsey County that utilize LETG to transition over to an upgraded system. The group has identified Central Square as the best option. All of the remaining Ramsey County suburban agencies utilize Central Square RMS platform of Zuercher Technologies, and the data is stored on servers that are hosted by the Ramsey County Sheriff’s Department. All agencies within Ramsey County that utilize the Central Square platform and the shared computer servers will have the ability to view and share data with one another. This, and the upgrades with a new Records Management System, will be beneficial to the Department. It will allow for greater efficiencies and better capabilities to extract data that allows the Department to be more transparent.

The cost to upgrade the system is \$56,123, which includes the software, migration services and hardware upgrades. Transitioning to this system will eliminate the \$18,000 LETG annual maintenance fees. Consequently, the net increase in 2022 costs related to record management services will be approximately \$38,123. Beginning in 2023, maintenance fees for the new system will be approximately \$7,000, resulting in an overall annual savings of \$12,000. Hence, the return on investment for this new system is approximately three (3) years in consideration of the annual maintenance fee savings.

RECOMMENDED COUNCIL ACTION

Staff recommends Council approve the resolution authorizing the Mayor and City Manager to execute an agreement with Central Square Technology for a Records Management System.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH CENTRALSQUARE TECHNOLOGIES LLC
FOR POLICE DEPARTMENT RECORDS MANAGEMENT**

WHEREAS the City of White Bear Lake Police Department has been a licensed end user of Law Enforcement Technology Group (LETG), a Zuercher Technologies company since 2014 for Records Management; and

WHEREAS the Police Department utilizes a Records Management System to store and maintain all police reports, documents and associated records; and

WHEREAS through asset purchase, CentralSquare Technologies, LLC is the current owner of all Zuercher Technologies' products, services, and contractual obligations; and

WHEREAS the Police Department desires to discontinue use of the LETG Records Management solution, which has become obsolete, and upgrade to the CentralSquare Records Management Software; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of White Bear Lake, MN hereby authorizes the City Manager and the Chief of Police to execute a contract with CentralSquare Technologies, LLC for Records Management Services.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

Software License and Service Agreement

White Bear Lake Police Department

Pro Suite Contract

This Software License and Service Agreement (this “Agreement”) entered into as of this 14th day of December 2021 by and between White Bear Lake Police Department (“Customer”), having its principal place of business at 4701 Hwy 61 N, White Bear Lake, MN 55110, and CentralSquare Technologies LLC (“CentralSquare”), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

Customer will be part of the Ramsey County Sheriff system. The Ramsey County Sheriff will serve as the hosting agency (production site). Both Ramsey County Sheriff and Customer will enter into (or have entered into) and maintain a separate Software License and Service Agreement. In the event that Customer chooses to move to a standalone system, additional fees will be required for hardware, services, and CentralSquare Software necessary for that agency to be a standalone system, if applicable.

WHEREAS, Customer entered into a prior agreement for Software products with Law Enforcement Technology Group (“LETG”), a Zuercher Technologies company; and

WHEREAS, Customer is a currently licensed end user of the LETG Software; and

WHEREAS, through asset purchase, CentralSquare Technologies, LLC is the owner of all Zuercher Technologies’ products, services, and contractual obligations, including those of Zuercher’s subsidiaries; and

WHEREAS, Customer desires to discontinue use of the LETG solution and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the LETG products being replaced by this Agreement and its Exhibits.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer's payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money

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judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late

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charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks,

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copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

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4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the CentralSquare Software will perform in conformance with the CentralSquare Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. CentralSquare's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event CentralSquare fails to remedy material defects in the Software under this warranty, Customer's sole remedy and CentralSquare's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

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4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action or claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Termination

6.1 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

CentralSquare may exercise any rights available to it under Minnesota State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that

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CentralSquare shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the license to the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all CentralSquare Software from its computer system and at CentralSquare's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software and Hardware is ready to be delivered, Customer shall ensure that personnel are available to receive Software and Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial

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shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Minnesota, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Minnesota state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and

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effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this

Pro Suite Contract

Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities within the Customer's home State may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including: Pricing, Payment Terms, and System Acceptance. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement.
- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

Pro Suite Contract

- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement listed as “Server Hardware” in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

Pro Suite Contract

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

White Bear Lake Police Department

Signer's Name: _____

Signer's Title: _____

Signature

Date

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

Signature

Date

Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*. Successful implementation and use of the software, hardware and services outlined herein are dependent upon the following: 1) the CentralSquare “SOFTWARE LICENSE AND SERVICE AGREEMENT” remaining in good standing with Ramsey County Sheriff’s Office, MN (hereinafter referred to as “Primary Agency”); and 2) Customer maintaining access and permission to use the CentralSquare System purchased by Primary Agency.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	<ul style="list-style-type: none">• Operating system software• Database software• Master name index• Master address index• Master vehicle index	<ul style="list-style-type: none">• Secure intra-Customer messaging• Configurable dashboard• Web address links• No duplicate data entry• Authentication
Administration (Core)	<ul style="list-style-type: none">• Equipment• Fleet Management• Inventory Management• Purchase Requisitions	<ul style="list-style-type: none">• Service Dogs• Policy Manual• Full audit trail• Custom Forms
Administration – Agency Site License	<ul style="list-style-type: none">• Allows Customer to access and use Primary Agency’s CentralSquare Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Mobile Core	<ul style="list-style-type: none">• Grants access to the CentralSquare Mobile application	
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Pro Suite Contract

Mobile Accident Reporting	<ul style="list-style-type: none">• Driver's license and vehicle registration scanning• Automated NCIC driver's license and registration queries• Prefill from NCIC return (for agency State only)	<ul style="list-style-type: none">• Paper accident report creation and printing• Case report association
Mobile Pro eCitations	<ul style="list-style-type: none">• Off-line operation• Driver's license and vehicle registration scanning• Case report association• Automated NCIC driver's license and registration queries	<ul style="list-style-type: none">• Prefill from NCIC return (for agency State only)• Paper ticket creation and printing
Mobile Records	<ul style="list-style-type: none">• Cases• Warrants	<ul style="list-style-type: none">• Master index access (including mug shots and alerts)
Personnel (Core)	<ul style="list-style-type: none">• Personnel Log	<ul style="list-style-type: none">• Full audit trail
Personnel (Advanced)	<ul style="list-style-type: none">• Commendations• Disciplinary Actions• Positions• Promotions	<ul style="list-style-type: none">• Service History• Training• Citizen Feedback
Personnel – Agency Site Licenses	<ul style="list-style-type: none">• Allows Customer to access and use Primary Agency's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Pro Suite Contract

Records (Core)

- Case Reports
- NIBRS/UCR Submission
- Master Record Notes
- Protection Orders
- Warrants
- Juvenile Referral List
- Pawn Property
- Pistol Permits
- Sex Offenders
- Full audit trail

Records (Advanced)

- Field Identifications
- Expungement
- Intelligence Cases
- Investigative Leads
- Form Requirements
- Tow Calls
- Bicycle Registrations
- Parking Tickets
- Custom Forms

Records - Agency Site License

- Allows Customer to access and use Primary Agency's CentralSquare Records system

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Reporting (Core)

- Pre-defined reports
- Custom reports
- Ad-hoc reports
- Drag and drop report building
- Export to PDF, XLS, XML, TXT
- Custom data filters
- Statistical analysis
- Scheduled reports
- COMSTAT compatible
- Emailed reports

Pro Suite Contract

1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 Pro Suite – Additional Agency CJDN/NCIC Interface

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in original Statement of Work for Ramsey County Sheriff's Office, MN.

1.1.2 Pro Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the

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following compatible formats:

- (a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

1.2.1 LETG Administration

Data will be converted into the CentralSquare Administration module from the LETG database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided.

1.2.2 LETG Personnel

Data will be converted into the CentralSquare Personnel module from the LETG database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided.

1.2.3 LETG RMS Records

Data will be converted into the CentralSquare Records module from the LETG database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided.

2.0 Services

2.1 Project Management

2.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

2.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:

Pro Suite Contract

- (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) CentralSquare Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
 4. Escalate issues to the CentralSquare project manager
 5. Eliminate roadblocks for completing project on schedule
 6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
 7. Organize training schedules, training rooms, and training equipment
 8. Provide real world scenarios for testing and review

2.1.2 CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

2.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

2.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

2.2.2 Business Practice Review

During this meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

Pro Suite Contract

2.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

2.2.2.2 Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

2.2.2.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

2.2.3 Final System Review

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

2.2.4 Train-the-Trainer and/or End User Training

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

2.2.5 Go Live

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

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2.2.6 Software Acceptance

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

2.2.7 Hardware Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

2.3 Training and Go Live Support

2.3.1 Training

CentralSquare staff will provide for remote training.

2.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

2.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

2.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

2.3.2.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for Instructor

2.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class

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4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

2.3.3 Go Live Support

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

WHITE BEAR LAKE PD

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Administration PS Pro Core (Agency Site License) License Fee	1	1,435.04	- 609.87	825.17
Mobile PS Pro Accident Reporting License Fee	13	250.01	- 1,381.25	1,868.83
Mobile PS Pro eCitations License Fee	13	350.01	- 1,933.75	2,616.36
Mobile PS Pro NCIC License Fee	13	0.00	- 0.00	0.00
Mobile PS Pro Records License Fee	13	950.02	- 5,248.75	7,101.56
Personnel PS Pro Advanced (Agency Site License) License Fee	1	2,223.06	- 944.77	1,278.29
Personnel PS Pro Core (Agency Site License) License Fee	1	0.00	- 0.00	0.00
PS Pro Additional Agency CJDN/NCIC Interface License Fee	1	2,499.96	- 0.00	2,499.96
Records PS Pro Advanced (Agency Site License) License Fee	1	4,100.10	- 1,742.50	2,357.60
Records PS Pro Core (Agency Site License) License Fee	1	12,300.31	- 5,227.50	7,072.81
			Software Subtotal	42,708.97 USD
			Discount	- 17,088.39 USD
			Software Total	25,620.58 USD

SOFTWARE SUMMARY

Software Subtotal	42,708.97 USD
Software Discount	- 17,088.39 USD
Software Total	25,620.58 USD

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
Data Conversion - LETG Administration	937.50
Data Conversion - LETG Personnel	937.50
Data Conversion - LETG RMS	1,875.00
PS Pro Configuration and BPR	6,550.00
PS Pro Go-Live Support	10,550.00
PS Pro Project Management Services	7,012.43
PS Pro Training Services	9,750.00
Services Subtotal	37,612.43 USD
Discount	- 11,215.39 USD
Services Total	26,397.04 USD

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SERVICES SUMMARY

Services Subtotal	37,612.43 USD
Services Discount	- 11,215.39 USD
Services Total	26,397.04 USD

WHAT HARDWARE IS INCLUDED?

SERVERS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Server Upgrade Hardware	1	4,106.25	4,106.25
		Hardware Total	4,106.25 USD

HARDWARE SUMMARY

Hardware Total	4,106.25 USD
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QUOTE SUMMARY

Software Subtotal	42,708.97 USD
Services Subtotal	37,612.43 USD
Hardware Subtotal	4,106.25 USD
Quote Subtotal	84,427.65 USD
Discount	- 28,303.78 USD

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Quote Total	56,123.87 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	7,290.92
FIRST YEAR SUBSCRIPTION TOTAL	0.00

Exhibit C: Payment Schedule

The total amount of this contract is **\$56,123.87**.

Customer must pay all applicable support fees for its existing LETG system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon contract execution	50%
Completion of BPR	30%
Go Live	20%

Commencing one year after the System reaches “Go Live,” an annual maintenance fee of \$7,290.92 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section [8.13 Taxes](#) for more information.

Exhibit D: Maintenance Agreement

1.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. CentralSquare will invoice Customer prior to the end of each annual maintenance term.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with

Pro Suite Contract

the Customer to schedule an agreeable time to occur during these time slots.

4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.4 Customer Responsibilities

4.4.1 Access to Premises

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.4.2 CentralSquare Server Access

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.4.3 Network Configuration Notification Requirements

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.4.4 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.4.5 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.4.6 System Updates

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.



**MINUTES OF THE MEETING OF THE
HOUSING AND REDEVELOPMENT AUTHORITY
OF WHITE BEAR LAKE, MINNESOTA
HELD ON TUESDAY, JANUARY 12, 2021**

1. CALL TO ORDER AND ROLL CALL

HRA Chair Biehn convened the meeting of the Housing and Redevelopment Authority at 7:36 p.m. The Clerk took roll call vote for Members Kevin Edberg, Steven Engstran, Dan Jones and Bill Walsh were present.

2. APPROVAL OF THE MINUTES

It was moved by Member **Walsh** seconded by Member **Engstran** to approve the Minutes of the December 8, 2020 HRA Meeting Minutes as presented.

AYE: Members Biehn, Edberg, Engstran, Jones and Walsh
Motion carried unanimously.

3. APPROVAL OF THE AGENDA

It was moved by Member **Jones** seconded by Member **Walsh** to approve Agenda as presented.

AYE: Members Biehn, Edberg, Engstran, Jones and Walsh
Motion carried unanimously.

4. RESOLUTION OF HRA CHAIR AND VICE CHAIR

Given these turbulent times, Member **Walsh** desired no change in leadership and therefore motioned to nominate Member Biehn as the HRA Chair and Member Jones as the HRA Vice Chair. Member **Edberg** seconded the nominations.

Member Jones nominated Member Walsh for both Chair and Vice Chair of the HRA, however, there was no second for this motion (other than from Member Jones who also seconded).

AYE: Members Biehn, Edberg, Engstran, Jones and Walsh
Motion carried unanimously.

5. ADJOURNMENT

There being no further business before the HRA, Member **Jones** moved, seconded by Member **Engstran** to adjourn the HRA Meeting at 7:39 p.m.

AYE: Members Biehn, Edberg, Engstran, Jones and Walsh
Motion carried unanimously.

Doug Biehn HRA Chair

Ellen Hiniker, Executive Director



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Kerri Kindsvater, Finance Director

Date: December 6, 2021

Subject: **Housing and Redevelopment Authority Tort Liability**

BACKGROUND

Minnesota Statutes cap municipal tort liability to a maximum of \$500,000 for any individual claim and \$1.5 million for all claims arising from the same event. These limits apply whether the claim is against the member, an employee, or both. The Housing and Redevelopment Authority's (HRA) insurance coverage through the League of Minnesota Cities Insurance Trust (LMCIT) provides a standard limit of \$2 million per occurrence. The higher coverage amount through the LMCIT policy recognizes that some types of liability claims are not subject to the statutory tort caps and it is common to see contracts require more than the statutory limit.

SUMMARY

The League of Minnesota Cities Insurance Trust offers a comprehensive liability insurance package that combines coverage for municipal liability, errors and omissions, and police liability into one single policy document with the typical property, casualty, and automobile coverages.

In addition to the overall LMCIT coverage limit of \$2,000,000 per occurrence, there are also annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims) for certain specific risks. Aggregate limits apply to the following:

Products	\$3,000,000 annually
Failure to supply utility services	\$3,000,000 annually
Data security breaches (a \$250,000 sublimit, which is part of and not in addition to the annual total for Payment Card Industry fines, penalties, assessments and regulatory fines and penalties)	\$3,000,000 annually
Limited contamination issues	\$3,000,000 annually
Land use and special risk litigation*	\$1,000,000 annually

*The limit applies to both damages and defense costs. The coverage pays for these items related to land use regulation and development litigation on a sliding scale percentage basis

LMCIT does offer excess liability insurance that provides umbrella coverage for instances where a member organization might need coverage greater than \$2 million. Example situations are: claims not limited by statutory tort caps, a loss or claim in one of the areas when there might not be enough aggregate limit to cover the organization's full exposure if a second similar event occurs within the same year, contracts may require higher coverage limits, more than one political subdivision is covered by the one policy. The HRA has not purchased excess liability insurance coverage in previous years since there have been no situations where any claims have exceeded the statutory limit during a year and the extra premium charge was not cost effective.

The City, Economic Development Authority (EDA), and port authority are each separate political subdivisions. The City maintains a separate general liability policy due, in part, to the independent nature of its activities, and the potential of a civil action against both the HRA and the City.

As the HRA seeks to renew its general liability insurance policy for fiscal year 2022, the HRA must determine if it would like to waive the statutory liability limits or not.

If the HRA chooses not to waive the statutory limits, the statutes limit liability at the amounts listed above - no more than \$500,000 per claimant and \$1.5 million per occurrence. The higher coverage limit of \$2 million would only apply to those types of claims not covered by the statutory limit. Exceptions to statutory tort caps are situations such as claims under federal civil rights laws, claims of tort liability that the HRA assumed by contract, claims for actions in another state, claims based on liquor sales, and claims challenging land use regulations.

If the HRA chooses to waive the statutory limits, any claimant could recover up to the \$2 million insurance policy coverage amount, or higher if the HRA purchases excess liability coverage. Waiving the statutory liability limits does not give the HRA better insurance protection it only grants a better benefit to the party making the liability claim against the HRA. Because the waiver increases the exposure to higher claim costs, the premium is higher for coverage under the waiver options. Per LMCIT documentation, the cost difference is 3.50% of liability premium for member organizations that choose to waive the statutory liability limits.

RECOMMENDATION

Staff recommends the Council adopt the resolution to not waive the statutory limits. This decision remains consistent with prior years' coverages and provides a statutory tort liability payment limit of \$500,000 to individual claimants and \$1,500,000 to all claimants for a single occurrence claim against the HRA.

ATTACHMENTS

Resolution

HRA RESOLUTION NO. _____

RESOLUTION NOT WAIVING THE MONETARY LIMITS ON MUNICIPAL TORT LIABILITY ESTABLISHED BY MINNESOTA STATUTES 466.04 FOR THE HOUSING AND REDEVELOPMENT AUTHORITY

WHEREAS, Minnesota Statutes 466.04 caps tort liability to a maximum of \$500,000 per claimant on any claim to which the statutory tort limits apply; and

WHEREAS, Minnesota Statutes 466.04 caps tort liability to a maximum of \$1,500,000 for the total claimants for a single occurrence to which the statutory tort limits apply.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF THE CITY OF WHITE BEAR LAKE, that the HRA does not waive the statutory liability limits for the Fiscal Year January 1, 2022 – December 31, 2022:

The foregoing resolution, offered by Member _____, and supported by Member _____, was declared carried on the following vote:

Ayes:

Nays:

Passed:

Doug Biehn, HRA Chair

ATTEST:

Ellen Hiniker, Executive Director

City of White Bear Lake Environmental Advisory Commission

MINUTES

Date: October 20, 2021	Time: 6:30pm	Location: WBL City Hall
COMMISSION MEMBERS PRESENT	Sheryl Bolstad, Chris Greene, Bonnie Greenleaf, Rick Johnston, Gary Schroeher (Chair), Robert Winkler	
COMMISSION MEMBERS ABSENT	None	
STAFF PRESENT	Connie Taillon, Environmental Specialist	
VISITORS	None	
NOTETAKER	Connie Taillon	

1. CALL TO ORDER

The meeting was called to order at 6:37pm.

2. APPROVAL OF AGENDA

The commission members reviewed the agenda and had no changes. Commissioner Bolstad moved, seconded by Commissioner Greene, to approve the agenda as presented. Motion carried, vote 6/0.

3. APPROVAL OF MINUTES

a) September 15, 2021 regular meeting

The commission members reviewed the September 15, 2021 draft minutes and had no changes.

Commissioner Greenleaf moved, seconded by Commissioner Johnston, to approve the minutes of the September 15, 2021 meeting as presented. Motion carried, vote 6/0.

4. VISITORS & PRESENTATIONS

None

5. UNFINISHED BUSINESS

a) 2021 work plan

- Bring Your Own Bag Initiative

Commission members discussed timing of the Council presentation and whether to continue with the 'bring your own bag' initiative or include it as part of a general update about EAC goals and accomplishments. Chair Schroeher suggested that the EAC present after the first of the year so they can introduce themselves to the new Mayor. After further discussion, the commission members agreed to present general EAC goals and accomplishments at a City Council meeting in early 2022. Commission members requested the EAC accomplishments presentation from the 2019 Volunteer Recognition Dinner for ideas. Taillon will email the 2019 presentation to the commission members.

Commission members asked staff to include the Council presentation on the 2022 draft work plan and to include the draft work plan on the November agenda. Chair Schroeher asked commission members to prepare for next month's work plan discussion. He learned from attending a recent GreenStep Cities workshop on how environmental commission can advance sustainability that the purpose of Sustainability Commissions is to change behavior. As an example, the Bloomington sustainability commission offers a rebate on energy audits to help meet their goal of 75% reduction of greenhouse gas emissions. He noted that the book "Fostering Sustainable Behavior" by Doug McKenzie-Mohr is a good resource.

Commission members also discussed the 2021 budget and potentially purchasing reusable bags to give away at the 2022 Environmental Resources Expo. Commissioner Greenleaf mentioned that the WBL police were handing out reusable bags at a Night to Unite Event this summer, and the commission could consider purchasing the same reusable bags for the Expo. Taillon will ask the police department where they purchased the bags.

6. NEW BUSINESS

None

7. DISCUSSION

a) Staff updates

- VLAWMO Lake Care Weekend

Taillon mentioned that VLAWMO scheduled a Lake Care Weekend on October 23-24. This on-your-own event ask residents to adopt a drain and commit to cleaning the drain on this weekend. Staff posted Lake Care Weekend announcement on the City's Facebook page.

- County E and Bellaire Update

Taillon stated there is nothing new to report at this time, and will continue to reach out to the MPCA for an update.

b) Commission member updates

Chair Schroeher stated that he recently volunteered to help clean raingardens through Ramsey Washington Metro Watershed District, and that he is surprised at how much sediment gets into the raingardens. Chair Schroeher also mentioned that the organics dumpster lid has not yet been fixed. Taillon noted that the County is aware of this issue, but will send a follow-up email to let them know that the lid still broken.

c) Do-outs

New do-out items for October 20, 2021 include:

- Staff to provide an update from the MPCA on the status of testing at County E and Bellaire
- Staff to reconnect with County re: broken organics dumpster lid
- Staff to email 2019 EAC accomplishments presentation
- Staff to add EAC presentation to Council on 2022 draft work plan
- Commission members to prepare for next month's 2022 work plan discussion
- Staff to ask Police Department about their reusable bags

d) November agenda

Include officer elections, 2022 work plan, and 2021 budget to the November agenda.

8. ADJOURNMENT

Commissioner Greenleaf moved, seconded by Chair Schroeher to adjourn the meeting at 8:22 pm. Motion carried, vote 6/0.

Park Advisory Commission Meeting Minutes

OCTOBER 21, 2021

6:30 P.M.

CITY HALL

MEMBERS PRESENT	Bryan Belisle, Mark Cermak, Anastacia Davis, Ginny Davis, Bill Ganzlin, Mike Shepard
MEMBERS ABSENT	Victoria Biehn
STAFF PRESENT	
VISITORS	
NOTE TAKER	Andy Wietecki

AGENDA TOPICS

1. CALL TO ORDER

The meeting was called to order by Bill Ganzlin at 6:35 pm.

2. APPROVAL OF MINUTES

Approval of the minutes from September 16, 2021 was moved by Mark Cermak and second by Bryan Belisle.

3. APPROVAL OF AGENDA

Approval of the October 21, 2021 agenda was moved by Mike Shepard and seconded by Anastacia Davis with the addition of Smoking Outside Boatworks Commons added under Unfinished Business.

4. UNFINISHED BUSINESS

a) Smoking outside Boatworks Commons

Bryan Belisle asked for an update on the smoking issue at the BoatWorks Commons. Andy Wietecki stated that he forwarded the issue to the Public Works Director and Assistant City Manager. This is an issue that City Council needs to address because it would most likely result in a change to City Ordinances, if the area was declared smoke free. Bryan asked Bill Ganzlin to send an e-mail to the concerned resident seeking the change to our smoking policies.

5. NEW BUSINESS

a) 2022 Lions Park Project

Andy Wietecki updated the Commission on the supply chain issues and how it is already affecting next year's projects and purchases due to longer than normal lead times on sourcing materials. Next year's project will include replacing the three shelters at Lions Park and updating the exterior of the restroom shelter. The three shelters currently have a 25-30 week lead time before delivery. The shelters need to be ordered soon, if the project is to remain on schedule for next year. If the shelters are ordered now, we still have the ability to cancel if needed by February.

Andy explained to the Commission the style of shelters he believes would really give Lions Park the modern look that it deserves. Lions Park is highly visible and is located next to an area that has recently been upgraded. His vision is that the two smaller shelters will be a cantilever style mimicking the look of an umbrella to tie the park and lake together. He envisions replacing the larger shelter with the same size as the shelter currently next to the parking lot and integrating it into the trail for easier access to trail users. He also envisions changing the roof color from our traditional green colored roof to a copper penny color with a very earthy tone feel. This change will help these shelters stand out next to the lake and should blend nicely with the adjacent businesses.

After Andy described his vision, the Commission collectively discussed the shelter styles, locations and colors. Bryan had some concerns over the cantilever style and questioned whether it was too modern for this location. He believes the shelters should be more of that traditional style that the City has been installing in the other City parks. Bryan questioned whether a larger shelter should be put in instead of the two smaller shelters due to the cost and it not allowing for big group gatherings. Anastacia thought the smaller shelters would fit the park better and would be a big improvement over what is currently constructed in the park. She also supported the modern look of the shelters and how it will give the park a unique look. Lions Park is in a high traffic area and Andy wants to capitalize on that with this upgrade. The park's proximity to the lake provides a unique opportunity to do something outside the normal. Lions Park is generally used by smaller groups of people and isn't where large groups gather. Ginny asked if a more natural looking climbing structure could be incorporated into the park. The Commission decided that the area east of the restrooms would be a perfect location as most users don't know that the area east of the restroom is part of the park. Andy gave the Commission a brief description of what the restroom remodel would include. An architect will draw something up after January 1, 2022. At the end of the conversation, all the Park Advisory Commission members approved the design and approved ordering the shelters now so that hopefully the project can begin mid to end summer of 2022.

b) Lakewood Hill Park Softball Fields

Andy Wieteki reported to the Commission that softball has been a dying sport for the past five years or so. The fields at Lakewood Hills haven't been used much this summer and there are no leagues scheduled to play this fall either. There has been discussion with Youth Baseball to convert two fields from softball to baseball. The Youth Baseball Association would like to utilize the complex more and would likely have some tournaments at Lakewood Hills in the future. The Park Advisory Commission was supportive of the idea but concerned about the cost. According to Andy's research, the base lengths are already correct and the Youth Baseball Association will purchase two temporary pitching mounds but would like to see permanent mounds installed in the future.

Andy is already working on pricing for safety nets that will give coverage from third base around home plate and out to first base. Andy is suggesting that the Youth Baseball Association cover the cost of the nets. The City doesn't currently have any capital improvement dollars allocated for this area of Lakewood Hills Park and \$100,000 plus was recently used for improvements to the fields, exterior of the building, new pavement surrounding the complex over the past couple of years. The Parks Advisory Commission is excited to see the repurposing of the fields. This change could bring many more people into our community and hopefully reenergize this park. Andy will report back to the Commission on this

topic in the future as baseball takes root at Lakewood Hills Parks.

c) Pickle Ball Courts

Andy met with Susan Grun, leader of the local pickle ball group made up of roughly 200 people, to inquire if the City is interested in dedicating pickle ball courts at Podvin Park. Susan explained that they are losing the court at Central Middle School due to the school construction. Andy Wietecki reminded the Commission of all the sports and activities that happen at Povdin Park. Podvin Park is not a viable option for pickleball courts. Bryan suggested the Armory since he believes that it is only used a couple of hours and sits vacant most of the time. Andy will bring a schedule for them to review to the next Commission meeting. The only two park options with adequate space and parking would be Lakewood Hills Park and Bossard Park. Andy and Jon Anderson, with the White Bear Lake School District, have been talking about Sunrise Park Middle School. Once the building turns into the District Center, the former middle school would be the best option due to the size of the property and the parking available. The Commission doesn't believe that a dedicated pickleball court is necessary. If anything is to be constructed, it should be a dual purpose pickleball and tennis court.

6. OTHER STAFF REPORTS

a) White Bear Lake Lions Accessible Playground Update

Andy Wietecki reported to the Park Advisory Commission on the progress of the all-inclusive playground. A grant for \$117,448.00 was received from GameTime, the manufacturer of the play equipment. All of the play equipment has been ordered in anticipation of price increases. The installation is still on schedule for next year. The Commission was impressed with the grant amount awarded and are very excited to see the project completed.

7. COMMISSION REPORTS

None.

8. OTHER BUSINESS

None.

9. ADJOURNMENT

The next meeting will be held on November 18, 2021 at 6:30 p.m.

There being no further business to come before the Park Commission, the meeting was adjourned. Moved by Bryan Belisle and Mark Cermak.

REGULAR MEETING OF THE WHITE BEAR LAKE CONSERVATION DISTRICT

7:00 pm

Minutes of October 19, 2021

APPROVAL DATE: Approved November 16, 2021

1. **CALL TO ORDER** the October 19, 2021 meeting of the White Bear Lake Conservation District was called to order by Chair Bryan DeSmet at 7:00 pm
2. **ROLL CALL** Present were: Chair Bryan DeSmet, Vice Chair Mark Ganz, Sec/Tres Diane Longville, Directors: Scott Costello, Mike Parenteau, Susie Mahoney, Meredith Walburg, Chris Churchill, and Darren DeYoung, absent was Director Scott O'Connor A quorum was present.
3. **AGENDA** – Chair DeSmet asked for any changes. Motion DeSmet/second to change Bryan DeSmet to Diane Longville to present under Treasurer's report vote all aye Passed
4. **APPROVAL OF MINUTES OF** – August 2021 board meeting. Motion (Mahoney/second) to approve all aye passed.
5. **PUBLIC COMMENT TIME** – None
6. **NEW BUSINESS** – None
7. **UNFINISHED BUSINESS** – None
8. **Public Hearing** – Chair opens Public Hearing regarding Commercial Bay
 - #1- Request to change Ordinance to extend maximum distance a dock is allowed from ordinary high water level from 300 feet to 345 feet. Received letter from Tally's requesting 300 ft. be extended to 345 ft. letter is on record and on file.
Brian McGoldrick, 36 Moonlight Bay owner of Docks of White Bear, spoke he feels that the DNR permit of each entity should govern the length of each dock. Whatever the permit states should be the length they are allowed.
Much discussion as to length and concerns. No motion was requested, therefore no changes will be made to the ordinance in regards to the dock length maximum will remain at 300 ft.
 - #2- Appropriate penalties if any should be applied if a Commercial Bay properties boat count exceeds the amount permitted. After discussions it was decided that all slips must be numbered on both actual slips and on the drawings included with each years permit application. The slips that are for transient parking must be marked for public use parking only allowed between 9am-10pm, no overnight parking allowed. If boats are left overnight the owners are to contact the Sheriff Department to be ticketed. The penalties will be if the boat count shows that the owner has more boats than permitted they will be penalized the next year by the amount of boats they are over. Changes to the ordinance will be reviewed at the November meeting.
 - #3- Add a requirement to have safety markings on any docks/poles left in the water over non-boating season identifying their presence to off-season users of the lake. After discussions, it was decided to look into if there are any specifics on what type of markings or reflective materials can be used or are required, then will set standards that will be followed to mark the docks/poles left in the water. We will bring the set standards to the November meeting. We will have our Social Media put out winter requirements that snowmobiles, winter vehicles must remain 250 ft. from the shoreline.
 - #4- Possible elimination of the requirement that Commercial Bay Operators must include a confirmation of compliance letter from the City of White Bear Lake in regards to parking.

Motion Ganz/second to remove from our application for permit this compliance letter requirement. Vote all aye Passed. Kim will remove from the application.

Chair Closed Public Hearing

9. REPORTS/ACTION ITEMS

Executive Committee – No meeting

10. Lake Quality Committee – Mike Parenteau

- 923.37 Lake Level 4 inches down from last month
- 60 Degrees last year 66 degrees
- Phragmites survey and treatment – Sept 9th Mike Parenteau and Julie from U of M spent 5 hrs. looking for phragmites all were treated. Cost was \$976 invoiced from McComas paid by Anoka County
- Received \$4,500 DNR grant
- Steve McComas will present annual report at November meeting

11. Lake Utilization Committee – LUC reviewed the applications and recommends Board to approve the following for 2022 permits. Motion Ganz/second to approve the following each voted on individually Vote All aye 1 abstain on vote for Snyder Bay all Approved

- Alicia Heights Approved
- Snyder Bay Approved
- Wildwood Beach Approved

12. Lake Education – Scott Costello

Social Media update – Meredith Walburg

Treasurer's Report – Motion (Longville/Second) approval September 21, 2021 and October 19, 2021 Treasurer's reports payment of check numbers 4719-4724 and 4725-4730 vote All Aye passed.

Motion Longville/second to approve the Audit proposal by MMKR CPA vote all aye passed

13. Board Counsel – Alan Kantrud

None

14. Announcements – None

15. Adjournment – Motion (Ganz/Second) Move to adjourn. All aye Passed.

Meeting adjourned

ATTEST:

Kim Johnson: Kim Johnson
Executive Administrative Secretary
Date:

Bryan DeSmet: Bryan DeSmet
Board Chair
Date:

**MINUTES
PLANNING COMMISSION MEETING
CITY OF WHITE BEAR LAKE
NOVEMBER 29, 2021**

The regular monthly meeting of the White Bear Lake Planning Commission was called to order on Monday, November 29, 2021, beginning at 7:00 p.m. in the White Bear Lake City Hall Council Chambers, 4701 Highway 61, White Bear Lake, Minnesota by Chair Ken Baltzer.

1. CALL TO ORDER/ROLL CALL:

MEMBERS PRESENT: Michael Amundsen, Ken Baltzer, Jim Berry, Pamela Enz, Mark Lynch, Erich Reinhardt and Andrea West.

MEMBERS EXCUSED: None.

MEMBERS UNEXCUSED: None.

STAFF PRESENT: Anne Kane, Community Development Director and Ashton Miller, Planning Technician.

OTHERS PRESENT: Maggie Briggs & Aaron Briggs, Reid Larson, and John Johannson.

2. APPROVAL OF THE NOVEMBER 29, 2021 AGENDA:

Kane explained that staff is requesting that item 4.D be continued to the next Planning Commission meeting due to both staff and applicant illness.

Member Berry moved for approval of the agenda. Member West seconded the motion, and the agenda was approved (7-0).

3. APPROVAL OF THE OCTOBER 25, 2021 PLANNING COMMISSION MEETING MINUTES:

Member Enz moved for approval of the minutes. Member Lynch seconded the motion, and the minutes were approved (7-0).

4. CASE ITEMS:

A. **Case No. 21-1-P & 21-2-PUD:** A request by **Jeff McDonnell / Tice Estate** for a Preliminary Plat, per Code Section 1402.020, to subdivide one parcel into six lots, and a Planned Unit Development, per Code Section 1301.070, in order to construct four twin homes at the property located at 1788 Highway 96 E. **(Continued)**

Staff recommended the case be continued to the January meeting.

Member Lynch moved to recommend continuation of Case No. 21-1-P & 21-2-PUD. Member Amundsen seconded the motion. The motion passed by a vote of 7-0.

- B. **Case No. 21-1-CPA, 21-5-Z & 21-3-LS:** A request by **White Bear Hotel** for a Comprehensive Plan Amendment to reguide a parcel from “Medium Density Residential” to “Downtown”, a rezoning of the same parcel, per Code Section 1301.040, from R-4 – Single and two Family Residential to B-4 – General Business, and a recombination subdivision to convey a portion of city-owned land to white Bear Hotel, all in order to construct a parking lot at the property located at 2241 8th Street. **WITHDRAWN BY APPLICANT**

Kane informed the Planning Commissioners that the proposal has been withdrawn by the applicant.

- C. **Case No. 99-2-Sa3 & 20-3-CUPa1:** A request by **Tside1 LLC** for two Conditional Use Permit amendments, per Code Section 1303.227, Subd.4.f, to reconfigure the docks and reallocate slips between the two properties located at 4441 Lake Avenue S and 4453 Lake Avenue S. **(Continued)**

Kane recommended continuation of the case indefinitely.

Member Amundsen asked if continuing indefinitely meant it would appear on every agenda. Kane responded that it just meant the applicants would not need to resubmit the application or fee. It will not be on every agenda. Everyone will be re-noticed when the applicants decide to move forward with the request.

Member Amundsen moved to continue Case No. 99-2-Sa3 & 20-3-CUPa1. Member Enz seconded the motion. The motion passed by a vote of 7-0.

- D. **Case No. 21-20-V:** A request by **Keith Hisdahl** for a five foot variance from the ten foot setback required from a drive aisle, per Code Section 1202.040, Subd.2.b.1, in order to construct a freestanding monument sign with a dynamic display five feet from the drive aisle at the property located at 1978 Highway 96.

Kane recommended the case be continued to the next meeting.

Member Baltzer opened the public hearing. As no one spoke, Member Baltzer continued the public hearing.

Member Enz moved to continue of Case No. 21-20-V. Member Amundsen seconded the motion. The motion passed by a vote of 7-0.

- E. **Case No. 21-3-SHOP:** A request by **Aaron Briggs** for a Special Home Occupation Permit, per Code Section 1302.120, in order to operate a personal training business out of the garage at the property located at 1919 4th Street.

Miller discussed the case. Staff recommended approval of the request.

Member Baltzer opened the public hearing. As no one spoke, Member Baltzer closed the public hearing.

Member Enz recused herself due to a connection to the applicant.

Member Reinhardt moved to recommend approval of Case No. 21-3-SHOP. Member Lynch seconded the motion. The motion passed by a vote of 6-0. Member Enz abstained.

- F. **Case No. 21-21-V:** A request by **Reid Larson** for a 7 foot variance from the 25 foot setback required along a side abutting a public right-of-way (4th Avenue), per Code Section 1303.060, Subd.5.c.2, in order to construct a home 18 feet from the eastern lot line at the property located at 18XX Clarence Street.

Miller discussed the case. Staff recommended approval subject to the standard conditions.

Member Lynch asked what happens to the variance if issues such as tree preservation and grading are not resolved. Miller replied that the variance is good for one year, but the applicant can request an extension if work has not begun.

Member Amundsen wondered about the possibility of another variance being required once the applicant begins addressing the grading issue and if a condition should be included in the resolution. Kane explained that the City has recently started permitting raingardens in the right-of-way that are maintained by the homeowner and this site may provide such an opportunity. Rather than attach conditions to the variance, she thinks it best to rely on the Engineering Department to apply current stormwater management regulations.

Member Baltzer opened the public hearing.

Reid Larson, applicant, 1831 Clarence Street, stated that the property next door, which he owns, had a sump pump that was directed towards the vacant lot and used to run constantly. He has made modifications to the site and installed drain tile, which has already made the area less wet. He is open to ideas on how to address runoff.

Member Baltzer closed the public hearing.

Member Amundsen moved to recommend approval of Case No. 21-21-V. Member Enz seconded the motion. The motion passed by a vote of 7-0.

- G. **Case No. 21-5-CUP:** A request by **Division 25, LLC** for a Conditional Use Permit, per Code Section 1202.040, Subd.2, and a 25 foot variance from the 50 foot maximum height for a billboard, per Code Section 1202.040, Subd.2.2.d, to allow installation of a 75 foot tall two-sided V-shaped dynamic billboard at the property located at 4650 Centerville Road.

Kane discussed the case. Staff recommended approval with the addition of a condition acknowledging the five hours of community time reserved each month.

Member Reinhardt asked about the orientation of the old billboard, which had two panels facing southbound traffic and wondered if the safety of this particular location had been analyzed. Kane replied that the old sign was constructed in the 1970's, so may predate any sign regulation. Static billboards were permitted by the Federal Highway Association for a while, but were later prohibited after the push for scenic byways along the Country's interstates. She stated that it is not ideal to have two dynamic displays side by side, which would be more distracting to drivers and that there has not been a study regarding driver distraction in this exact location. Previous studies shared with the Commissioners indicate that dynamic displays are not more distracting than static billboards.

In response to a question from Member Lynch, Kane stated that she did not know the height of the Culver's sign adjacent to Interstate 694, but would have that information available by the City Council meeting.

Member Baltzer opened the public hearing.

John Johannson, applicant, thanked staff for all the time and effort put into the case. He commented that they met with the residents of the Pillars for two hours to discuss the billboard. The increased height is really at the behest of the residents. He agreed with the conditions proposed by staff and stated that there would be no issue with the allotted community time each month.

Member Amundsen asked if increasing the height of the billboard allowed the applicant to clear the tree line. He finds it more distracting to drivers to have obscured billboard messages, so he thinks the increased height improves safety. Mr. Johannson confirmed that the sign would not be blocked by the trees. He noted that one was damaged in a storm and was taken down by MNDOT.

Member Baltzer closed the public hearing.

Member Enz commented that she appreciates the positive email exchange between the applicant and the management of the Pillars. It is great that the residents feel heard.

Member Lynch noted that he was uncomfortable with the proposed height of the billboard, but indicated he would vote in favor of the request based on the circumstances. He did not want a precedent to be set, commenting that future cases will be considered independently of this one.

Member Amundsen concurred with Member Lynch, stating that the environment warrants a taller billboard.

Member Amundsen moved to recommend approval of Case No. 21-5-CUP. Member Reinhardt seconded the motion. The motion passed by a vote of 7-0.

5. DISCUSSION ITEMS:

A. City Council Meeting Summary of November 9, 2021.

No Discussion

B. Park Advisory Commission Meeting Minutes of September 16, 2021.

No Discussion

6. ADJOURNMENT:

Member Enz moved to adjourn, seconded by Member West. The motion passed unanimously (7-0), and the November 29, 2021 Planning Commission meeting was adjourned at 7:47 p.m.



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Paul Kauppi, Public Works Director/City Engineer

Date: December 14, 2021

Subject: **Final Payment to T.A. Schifsky & Sons for the 2021 Pavement Rehabilitation Project, City Project Nos. 21-01, 21-04, 21-06 & 21-13**

BACKGROUND & SUMMARY

T.A. Schifsky & Sons has completed all work specified in their contract for the 2021 Pavement Rehabilitation Project. The 2021 Pavement Rehabilitation Project included Campanaro Lane (from Ninth Street to Garden Lane), Garden Lane (from Woodcrest Road to Georgia Lane), Georgia Lane (from Ninth Street to Garden Lane), Woodcrest Road (from Ninth Street to Garden Lane), Birch Lake Avenue (from Otter Lake Road to Fourth Avenue), Elm Street (from Fair Oaks Drive to Willow Avenue), Fair Oaks Drive (from Elm Street to Savannah Avenue), Fair Oaks Court (Fair Oaks Drive to End Cul-De-Sac), Savannah Avenue (from Elm Street to End Cul-De-Sac), Lakehill Circle (from County Road F to End Cul-De-Sac), Fifth Street (from Cook Avenue to Stewart Avenue), Sixth Street (from Banning Avenue to Stewart Avenue), and Alley (between Cook Avenue and Stewart Avenue from Sixth Street to Seventh Street).

In addition to this work the contractor completed all work in the Bid Alternates 1-3 that were awarded by the City Council on April 13, 2021. This work included Parking Lot Pavement Rehabilitations at Matoska Park and Lakewood Hills Park.

The original contract amount, with awarded bid alternates was \$1,270,018.96. The value of the work completed is \$1,270,591.68. This contract is based upon unit prices and the final contract amount is based on actual work performed. The Engineering Department recommends that the City Council accept the work and authorize the final payment to T.A. Schifsky & Sons in the amount of \$81,322.98.

RECOMMENDATION

Staff recommends that the Council adopt the resolution finalizing payment for completion of the 2021 Pavement Rehabilitation Project.

ATTACHMENTS

Resolution

RESOLUTION NO.:

**RESOLUTION ACCEPTING WORK AND AUTHORIZING
FINAL PAYMENT TO T.A. SCHIFSKY & SONS FOR THE
COMPLETION OF THE 2021 PAVEMENT REHABILITATION PROJECT
CITY PROJECT NOS.: 21-01, 21-04, 21-06, 21-13**

WHEREAS, pursuant to Resolution No. 12753, a written contract signed with the City of White Bear Lake, T.A. Schifsky & Sons in the amount of \$1,270,018.96, has satisfactorily completed the work included in the 2021 Pavement Rehabilitation Project, in accordance with such contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota that the work completed under said contract is hereby accepted and approved; and

BE IT FURTHER RESOLVED that the City Clerk and Mayor are hereby directed to issue final payment in the amount of \$81,322.98 for a final contract amount of \$1,270,591.68 for the 2021 Pavement Rehabilitation Project.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Finance Department
MEMORANDUM

To: Ellen Hiniker, City Manager

From: Kerri Kindsvater, Finance Director

Date: December 6, 2021

Subject: **Municipal Tort Liability**

BACKGROUND

Minnesota Statutes cap municipal tort liability to a maximum of \$500,000 for any individual claim and \$1.5 million for all claims arising from the same event. These limits apply whether the claim is against the member, an employee, or both. The City's insurance coverage through the League of Minnesota Cities Insurance Trust (LMCIT) provides a standard limit of \$2 million per occurrence. The higher coverage amount through the LMCIT policy recognizes that some types of liability claims are not subject to the statutory tort caps and it is common to see contracts require more than the statutory limit.

SUMMARY

The League of Minnesota Cities Insurance Trust offers a comprehensive liability insurance package that combines coverage for municipal liability, errors and omissions, and police liability into one single policy document with the typical property, casualty, and automobile coverages.

In addition to the overall LMCIT coverage limit of \$2,000,000 per occurrence, there are also annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims) for certain specific risks. Aggregate limits apply to the following:

Products	\$3,000,000 annually
Failure to supply utility services	\$3,000,000 annually
Data security breaches (a \$250,000 sublimit, which is part of and not in addition to the \$3 million annual aggregate, applies for Payment Card Industry fines, penalties, assessments and regulatory fines and penalties resulting from the breach)	\$3,000,000 annually
Limited contamination issues	\$3,000,000 annually
Land use and special risk litigation*	\$1,000,000 annually

*The limit applies to both damages and defense costs. The coverage pays for these items related to land

use regulation and development litigation on a sliding scale percentage basis

LMCIT does offer excess liability insurance that provides umbrella coverage for instances where a City might need coverage greater than \$2 million. Example situations are: claims not limited by statutory tort caps, a loss or claim in one of the areas when there might not be enough aggregate limit to cover the city's full exposure if a second similar event occurs within the same year, contracts may require higher coverage limits, more than one political subdivision is covered by the one policy. The City of White Bear Lake has not purchased excess liability insurance coverage in previous years since there have been no situations where any claims have exceeded the statutory limit during a year and the extra premium charge was not cost effective.

The City's Housing Redevelopment Authority (HRA), Economic Development Authority (EDA), and port authority are each separate political subdivisions. The City's HRA maintains a separate general liability policy due, in part, to the independent nature of its activities, and the potential of a civil action against both the City and HRA. In 2021, the HRA's \$2.0 million coverage requires a premium cost of \$1,093.

As the City seeks to renew its general liability insurance policy for fiscal year 2022, the City Council must determine if it would like to waive the statutory liability limits or not.

If a City chooses not to waive the statutory limits, the statutes limit liability at the amounts listed above, no more than \$500,000 per claimant and \$1.5 million per occurrence. The higher coverage limit of \$2 million would only apply to those types of claims not covered by the statutory limit. Exceptions to the statutory tort caps are situations such as claims under federal civil rights laws, claims of tort liability that the city assumed by contract, claims for actions in another state, claims based on liquor sales, and claims challenging land use regulations.

If the City chooses to waive the statutory limits, any claimant could recover up to the \$2 million insurance policy coverage amount, or higher if the city purchases excess liability coverage. Waiving the statutory liability limits does not give the city better insurance protection it only grants a better benefit to the party making the liability claim against the city. Because the waiver increases the exposure to higher claim costs, the premium is higher for coverage under the waiver options. Per LMCIT documentation, the cost difference is 3.50% of liability premium for member cities that choose to waive the statutory liability limits.

RECOMMENDATION

The City Council continue to choose to not waive the statutory limits. This decision remains consistent with prior years' coverages and provides statutory tort liability payment limit of \$500,000 to individual claimants and \$1,500,000 to all claimants for a single occurrence claim against the City.

ATTACHMENTS

Resolution

RESOLUTION NO.

RESOLUTION NOT WAIVING THE MONETARY LIMITS ON MUNICIPAL TORT LIABILITY ESTABLISHED BY MINNESOTA STATUTES 466.04

WHEREAS, Minnesota Statutes 466.04 caps municipal tort liability to a maximum of \$500,000 per claimant on any claim to which the statutory tort limits apply; and

WHEREAS, Minnesota Statutes 466.04 caps the municipal tort liability to a maximum of \$1,500,000 for the total claimants for a single occurrence to which the statutory tort limits apply.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE BEAR LAKE, that the City does not waive the statutory liability limits for the Fiscal Year January 1, 2022 – December 31, 2022:

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Rick Juba, Assistant City Manager

Date: December 7, 2021

Subject: **Suburban Community Channels Lease**

BACKGROUND/SUMMARY

Suburban Community Channels (SCC) currently subleases space at the Bellaire Center building from Comcast. As part of the new franchise agreement, the subleasing arrangement ends on January 1, 2022. SCC has been in communication with City Staff on condensing their operation to a smaller portion of the Bellaire Center. SCC will be making improvements to their remaining space and cleaning out their old space. The space that is being vacated by SCC is currently being studied by the City as a potential new location for the License Bureau. Because, not all off this process will be resolved by January 1, 2022, staff recommends entering into a new lease with SCC and an accompanying Memorandum of Understanding outlining the terms of the transition. The following is a summary of the terms of the proposed lease:

Term:	January 1, 2022 - December 31, 2024
Base Rent:	\$10.15/per square foot/annually
Utilities:	Tenant is responsible for utilities

RECOMMENDED COUNCIL ACTION

Consider approval of the attached Resolution authorizing the Mayor and City Manager to execute a lease with Suburban Community Channels and an accompanying memorandum of understanding.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LEASE
WITH SUBURBAN COMMUNITY CHANNELS**

WHEREAS, the Suburban Community Channels (SCC) has subleased City owned property at 2446 County Road F East for approximately twenty years; and

WHEREAS, the new cable franchise agreement will end the current sub lease agreement between Comcast and SCC on January 1, 2022; and

WHEREAS, SCC has requested to transition into a smaller portion of the space they currently occupy; and

NOW, THEREFORE, BE IT RESOLVED, be it resolved, that the City Council of the City of White Bear Lake, that a lease between the City of White Bear Lake and SCC is approved with the following terms:

Duration:	January 1, 2022 - December 31, 2024
Base Rent:	\$10.15/per square foot/annually
Utilities:	Tenant is responsible for utilities

BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized and hereby directed to execute said lease and a memorandum of understanding outlining the terms of the transition from the current occupied space to the newly defined space on behalf of the City.

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

Ayes:
Absent:
Nays:
Passed:

Mayor Jo Emerson

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Hiniker, City Manager
From: Rick Juba, Assistant City Manager
Date: December 7, 2021
Subject: Comcast Lease

BACKGROUND/SUMMARY

Comcast currently rents space from the City that is occupied by SCC and also a space for their fiber optics head end. With SCC now on their own lease, Comcast approached the City to renew their lease for their fiber head end. The following is a summary of the terms of the proposed lease:

Term:	January 1, 2022 - December 31, 2026
Base Rent:	\$15.00/per square foot/annually 3% annual increase
Utilities:	Tenant is responsible for utilities

RECOMMENDED COUNCIL ACTION

Consider approval of the attached Resolution authorizing the Mayor and City Manager to execute a lease with Comcast.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LEASE
WITH COMCAST**

WHEREAS, Comcast has leased City owned property at 2446 County Road F East for several years; and

WHEREAS, the new cable franchise agreement will end the current sub lease agreement between Comcast and SCC on January 1, 2022; and

WHEREAS, Comcast has requested a new lease for space they currently occupy; and

NOW, THEREFORE, BE IT RESOLVED, be it resolved, that the City Council of the City of White Bear Lake, that a lease between the City of White Bear Lake and Comcast is approved with the following terms:

Term:	January 1, 2022 - December 31, 2026
Base Rent:	\$15.00/per square foot/annually 3% annual increase
Utilities:	Tenant is responsible for utilities

BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized and hereby directed to execute said lease on behalf of the City.

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

Ayes:
Absent:
Nays:
Passed:

Mayor Jo Emerson

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Connie Taillon, Environmental Specialist/Water Resources Engineer

Date: December 8, 2021

Subject: Environmental Updates

MN DNR CONSERVATION PARTNERS LEGACY GRANT

A grant from the MN DNR Natural Resources Conservation Partners Legacy Grant Program enabled VLAWMO and its partners to begin restoration in 2019 of a degraded upland woodland habitat on City property located in the northeast corner of 4th Street and Otter Lake Road. VLAWMO was recently awarded a second grant from the MN DNR Natural Resources Conservation Partners Legacy Grant Program to fund the enhancement of native plant species on the property. The City is partnering on this project and will provide staff time to help establish the plants and remove invasive species as needed.

RAINGARDEN AND SHORELINE MAINTENANCE

The City contracted with Natural Shore Technologies (NST) again in 2021 to maintain City owned raingardens and shoreline property. As part of this contract, NST also manages invasive species including Purple Loosestrife on the shoreline of Heiner's Pond, Lion's Park, and Vet's Park; and Japanese Knotweed on Heiner's Pond. Maintenance was expanded this year to include buckthorn and other invasives species removal along an additional 250 feet of shoreline on Heiner's pond.



NST staff weeding a raingarden at Matoska Park, summer 2021

CITY OF WHITE BEAR LAKE SUMMARY OF ZONING ACTIVITY

NOVEMBER 2021

SIGN PERMITS	00
ZONING PERMITS	03
OTHER PERMITS	03
ZONING LETTERS ¹	01
ZONING CALLS ²	00
ADMINISTRATIVE VARIANCES	00
LAND USE CASES*	05
MISCELLANEOUS INQUIRIES	36
MEETINGS	11
SITE INSPECTIONS	02
ENFORCEMENT LETTERS	00
OTHER / MISC [^]	01
TOTAL	62

TOTAL YEAR TO DATE 2021

SIGN PERMITS	26
ZONING PERMITS	219
OTHER PERMITS	134
ZONING LETTERS ¹	15
ZONING CALLS ²	08
ADMINISTRATIVE VARIANCES	25
LAND USE CASES	41
MISCELLANEOUS INQUIRIES	663
MEETINGS	167
SITE INSPECTIONS	29
ENFORCEMENT LETTERS	02
OTHER / MISC	03
TOTAL	1,332

1. A zoning letter indicates that a commercial property is being sold or refinanced.
2. A zoning call indicates that a residential property is being sold or refinanced.

* White Bear Hotel, Hisdahl Sign Variance, Briggs SHOP, Larson Setback Variance, Division 25 LLC Billboard Variance.

[^] Climate Smart Municipalities (was mostly in Sept, but I forgot to add then)

SUMMARY OF PERMITS NOVEMBER 2021 MAHTOMEDI	MONTHLY			YEARLY		
	THIS MONTH	LAST YEAR THIS MONTH	CHANGE IN NUMBERS	THIS YEAR TO DATE	LAST YEAR TO DATE	CHANGE IN NUMBERS

5

PERMIT TOTALS:

Comm./Ind. (New)	0	0	0	0	0	0
Comm./Ind. (Alt)	0	0	0	4	7	-3
S.F. Dwelling (New)	0	4	-4	6	9	-3
S.F. Dwelling (Alt)	25	16	9	260	298	-38
Garage Only	0	0	0	13	10	3
Other Building Permits	0	0	0	12	11	1
Demolition	0	0	0	1	2	-1
Electrical (Quarterly)	0	0	0	150	163	-13
All Other Permit Types	45	28	17	421	378	43
ALL PERMIT TYPE TOTALS:	70	48	22	867	878	-11

PERMIT VALUATION:

Comm./Ind. (New)	\$0	\$0	\$0	\$0	\$0	\$0
Comm./Ind. (Alt)	\$0	\$0	\$0	\$4,037,570	\$5,639,072	-\$1,601,502
S.F. Dwelling (New)	\$0	\$2,794,607	-\$2,794,607	\$3,425,000	\$5,976,509	-\$2,551,509
S.F. Dwelling (Alt)	\$344,931	\$235,624	\$109,307	\$5,591,969	\$5,520,255	\$71,714
Garage Only	\$0	\$0	\$0	\$174,270	\$288,600	-\$114,330
Fire Suppression	\$1,000	\$0	\$1,000	\$67,360	\$161,664	-\$94,304
Heating (HVAC)	\$203,725	\$64,121	\$139,604	\$1,386,369	\$1,839,268	-\$452,899
Other Building Permits:	\$0	\$0	\$0	\$234,660	\$153,558	\$81,102
VALUATION TOTALS:	\$549,656	\$3,094,352	-\$2,544,696	\$14,917,198	\$19,578,926	-\$4,661,728

PERMIT FEES:

Comm./Ind. (New)	\$0	\$0	\$0	\$0	\$0	\$0
Comm./Ind. (Alt)	\$0	\$0	\$0	\$19,775	\$29,264	-\$9,489
S.F. Dwelling(New)	\$0	\$19,458	-\$19,458	\$24,799	\$41,823	-\$17,024
S.F. Dwelling (Alt)	\$5,611	\$2,744	\$2,867	\$70,261	\$69,372	\$889
Garage Only	\$0	\$0	\$0	\$3,393	\$4,378	-\$985
Other Building Permits	\$0	\$0	\$0	\$2,226	\$2,241	-\$15
Demolition	\$0	\$0	\$0	\$200	\$400	-\$200
Electrical (Quarterly)	\$0	\$0	\$0	\$14,309	\$15,839	-\$1,530
All Other Permit Types	\$4,282	\$2,528	\$1,754	\$45,721	\$51,522	-\$5,801
PERMIT FEE TOTALS:	\$9,893	\$24,730	-\$14,838	\$180,686	\$214,839	-\$34,153
PLAN FEES:	\$1,266	\$9,729	-\$8,463	\$40,841	\$55,500	-\$14,659
TOTAL PERMIT & PLAN FEES:	\$11,158	\$34,459	-\$23,301	\$221,527	\$270,339	-\$48,812

Park Fees	\$0	\$0	\$0	\$0	\$0	\$0
SAC Fees	\$0	\$17,395	-\$17,395	\$57,155	\$34,790	\$22,365

WHITE BEAR LAKE & MAHTOMEDI COMPARISON OF PERMITS FOR

MONTHLY COMPARISONS SEPTEMBER 2021	2021 WBL YTD	2021 MA YTD	2021 WBL & MA YTD	2020 WBL YTD	2020 MA YTD	2020 WBL & MA YTD	WBL CHANGE IN NUMBERS	WBL % CHANGE	WBL & MA CHANGE IN NUMBERS	WBL & MA % CHANGE	MA % OF TOTAL ACTIVITY
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PERMIT TOTALS:

Comm./Ind. (New)	0	0	0	1	0	1	-1	-100%	-1	-100%	#DIV/0!
Comm./Ind. (Alt)	44	4	48	28	7	35	16	57%	13	37%	8%
S.F. Dwelling (New)	6	4	10	3	5	8	3	100%	2	25%	40%
S.F. Dwelling (Alt)	736	206	942	715	257	972	21	3%	-30	-3%	22%
Garage Only	14	10	24	14	9	23	0	0%	1	4%	42%
Other Building Permits	25	11	36	26	11	37	-1	-4%	-1	-3%	31%
Demolition	17	1	18	9	2	11	8	89%	7	64%	6%
Electrical	420	150	570	346	163	509	74	21%	61	12%	26%
All Other Permit Types	887	325	1212	800	303	1103	87	11%	109	10%	27%
ALL PERMIT TYPE TOTALS:	2149	711	2860	1942	757	2699	207	11%	161	6%	25%

PERMIT VALUATION:

Comm./Ind. (New)	\$0	\$0	\$0	\$8,600,000	\$0	\$8,600,000	-\$8,600,000	-100%	-\$8,600,000	-100%	#DIV/0!
Comm./Ind. (Alt)	\$103,118,358	\$4,037,570	\$107,155,928	\$5,844,010	\$5,639,072	\$11,483,082	\$97,274,348	1665%	\$95,672,846	833%	4%
S.F. Dwelling (New)	\$5,267,960	\$2,450,000	\$7,717,960	\$2,000,000	\$3,181,902	\$5,181,902	\$3,267,960	163%	\$2,536,058	49%	32%
S.F. Dwelling (Alt)	\$11,755,501	\$4,210,751	\$15,966,252	\$13,644,878	\$4,939,769	\$18,584,647	-\$1,889,377	-14%	-\$2,618,395	-14%	26%
Garage Only	\$241,840	\$104,270	\$346,110	\$294,776	\$288,600	\$583,376	-\$52,936	-18%	-\$237,266	-41%	30%
Fire Suppression	\$387,911	\$37,440	\$425,351	\$643,985	\$161,664	\$805,649	-\$256,074	-40%	-\$380,298	-47%	9%
Heating (HVAC)	\$4,710,147	\$1,010,773	\$5,720,920	\$3,183,938	\$1,600,704	\$4,784,642	\$1,526,209	48%	\$936,278	20%	18%
Other Building Permits	\$468,000	\$184,660	\$652,660	\$398,727	\$153,558	\$552,285	\$69,273	17%	\$100,375	18%	28%
VALUATION TOTALS:	\$125,949,717	\$12,035,464	\$137,985,181	\$34,610,314	\$15,965,269	\$50,575,583	\$91,339,403	264%	\$87,409,598	173%	9%

PERMIT FEES:

Comm./Ind. (New)	\$0	\$0	\$0	\$46,312	\$0	\$46,312	-\$46,312	-100%	-\$46,312	-100%	#DIV/0!
Comm./Ind. (Alt)	\$440,157	\$19,775	\$459,932	\$43,117	\$29,263	\$72,380	\$397,040	921%	\$387,552	535%	4%
S.F. Dwelling (New)	\$50,962	\$17,481	\$68,443	\$15,645	\$22,365	\$38,010	\$35,317	226%	\$30,433	80%	26%
S.F. Dwelling (Alt)	\$158,068	\$53,635	\$211,703	\$162,903	\$62,271	\$225,174	-\$4,835	-3%	-\$13,471	-6%	25%
Garage Only	\$4,675	\$2,223	\$6,898	\$5,202	\$4,293	\$9,495	-\$527	-10%	-\$2,597	-27%	32%
Other Building Permits	\$10,007	\$2,051	\$12,058	\$5,946	\$2,241	\$8,187	\$4,061	68%	\$3,871	47%	17%
Demolition	\$17,705	\$200	\$17,905	\$1,835	\$400	\$2,235	\$15,870	865%	\$15,670	701%	1%
Electrical	\$49,972	\$14,309	\$64,281	\$29,753	\$15,839	\$45,592	\$20,219	68%	\$18,689	41%	22%
All Other Permit Types	\$105,180	\$35,837	\$141,017	\$83,352	\$41,031	\$124,383	\$21,828	26%	\$16,634	13%	25%
PERMIT FEE TOTALS:	\$836,726	\$145,511	\$982,237	\$394,065	\$177,703	\$571,768	\$442,661	112%	\$410,469	72%	15%
PLAN FEES:	\$319,191	\$31,897	\$351,088	\$80,537	\$45,597	\$126,134	\$238,654	296%	\$224,954	178%	9%
TOTAL PERMIT & PLAN FEES:	\$1,155,917	\$177,408	\$1,333,325	\$474,602	\$223,300	\$697,902	\$681,315	144%	\$635,423	91%	13%

Park Fees	\$1,000	\$0	\$1,000	\$1,200	\$0	\$1,200	-\$200	-17%	-\$200	-17%	0%
SAC Fees	\$730,590	\$49,700	\$780,290	\$47,215	\$14,910	\$62,125	\$683,375	1447%	\$718,165	1156%	6%

SUMMARY OF PERMITS	MONTHLY			YEARLY		
NOVEMBER 21 WHITE BEAR LAKE	THIS MONTH	LAST YEAR THIS MONTH	CHANGE IN NUMBERS	THIS YEAR TO DATE	LAST YEAR TO DATE	CHANGE IN NUMBERS

PERMIT TOTALS:

Comm./Ind. (New)	0	0	0	0	1	-1
Comm./Ind. (Alt)	1	6	-5	47	37	10
S.F. Dwelling (New)	0	0	0	8	4	4
S.F. Dwelling (Alt)	91	70	21	915	872	43
Garage Only	2	2	0	17	18	-1
Other Building Permits	0	1	-1	27	31	-4
Demolition	1	1	0	21	10	11
Electrical (Quarterly)	41	61	-20	519	465	54
All Other Permit Types	79	79	0	1076	994	82
ALL PERMIT TYPE TOTALS:	215	220	-5	2630	2432	198

PERMIT VALUATION:

Comm./Ind. (New)	\$0	\$0	\$0	\$0	\$8,600,000	-\$8,600,000
Comm./Ind. (Alt)	\$25,000	\$3,172,241	-\$3,147,241	\$103,196,268	\$13,506,451	\$89,689,817
S.F. Dwelling (New)	\$0	\$0	\$0	\$6,006,960	\$2,540,000	\$3,466,960
S.F. Dwelling (Alt)	\$1,097,259	\$1,208,582	-\$111,323	\$14,770,380	\$15,917,095	-\$1,146,715
Garage Only	\$45,000	\$35,000	\$10,000	\$301,840	\$363,776	-\$61,936
Fire Suppression	\$9,605	\$4,000	\$5,605	\$502,068	\$719,189	-\$217,121
Heating (HVAC)	\$550,892	\$269,150	\$281,742	\$6,443,658	\$3,731,676	\$2,711,982
Other Building Permits:	\$0	\$27,500	-\$27,500	\$473,000	\$504,247	-\$31,247
VALUATION TOTALS:	\$1,727,756	\$4,716,473	-\$2,988,717	\$131,694,174	\$45,882,434	\$85,811,740

PERMIT FEES:

Comm./Ind. (New)	\$0	\$0	\$0	\$0	\$46,312	-\$46,312
Comm./Ind. (Alt)	\$453	\$17,997	-\$17,544	\$441,590	\$82,592	\$358,998
S.F. Dwelling(New)	\$0	\$0	\$0	\$56,769	\$23,322	\$33,447
S.F. Dwelling (Alt)	\$18,624	\$16,524	\$2,100	\$199,219	\$197,150	\$2,069
Garage Only	\$825	\$689	\$136	\$5,789	\$6,538	-\$749
Other Building Permits	\$0	\$488	-\$488	\$10,228	\$6,969	\$3,259
Demolition	\$200	\$200	\$0	\$18,805	\$2,035	\$16,770
Electrical (Quarterly)	\$4,250	\$9,039	-\$4,789	\$59,730	\$45,569	\$14,161
All Other Permit Types	\$9,465	\$9,097	\$368	\$132,846	\$100,187	\$32,659
PERMIT FEE TOTALS:	\$33,817	\$54,034	-\$20,217	\$924,975	\$510,674	\$414,301
PLAN FEES:	\$1,469	\$14,240	-\$12,771	\$332,493	\$111,360	\$221,133
TOTAL PERMIT & PLAN FEES:	\$35,286	\$68,274	-\$32,988	\$1,257,469	\$622,034	\$635,435

Park Fees	\$0	\$0	\$0	\$1,000	\$1,200	-\$200
SAC Fees	\$0	\$9,940	-\$9,940	\$743,015	\$57,155	\$685,860

SPORTS CENTER October 2021	Monthly Revenue	YTD Revenue Last Month	2021 YTD Revenue	2020 YTD Revenue	YTD Comparison
<u>Ice Rental Usage</u>					
Ice Rental non Tax	\$18,290.00	\$67,885.05	\$86,175.05	\$67,364.75	\$18,810.30
Ice Rental Tax	\$3,425.35	\$108,549.14	\$111,974.49	\$73,250.01	\$38,724.48
Subtotal Ice Rental	\$21,715.35	\$176,434.19	\$198,149.54	\$140,614.76	\$57,534.78
<u>Skate School</u>					
Skate School	\$1,101.00	\$78,256.50	\$79,357.50	\$47,253.64	\$32,103.86
Skate School Drop In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Early Morning Ice	\$0.00	\$7.00	\$7.00	\$623.00	-\$616.00
Early Morning Ice Pass	\$0.00	\$0.00	\$0.00	\$3,276.00	-\$3,276.00
Freestyle	\$965.00	\$46,936.50	\$47,901.50	\$47,779.59	\$121.91
Power	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Team Compulsory	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Student Teaching	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sleep Over	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Skate School	\$2,066.00	\$125,200.00	\$127,266.00	\$98,932.23	\$28,333.77
<u>Skate Camp</u>					
Show Registration	\$0.00	\$13,180.50	\$13,180.50	\$10,030.50	\$3,150.00
Show	\$0.00	\$4,104.00	\$4,104.00	-\$2,730.00	\$6,834.00
Competition Ad	\$0.00	\$105.00	\$105.00	\$35.00	\$70.00
Competition	\$0.00	\$0.00	\$0.00	\$45.00	-\$45.00
Competition Registration	\$27,881.40	\$10,898.15	\$38,779.55	\$27,270.00	\$11,509.55
Subtotal Skate Camp	\$27,881.40	\$28,287.65	\$56,169.05	\$34,650.50	\$21,518.55
<u>Open Skate</u>					
Open Skate	\$633.00	\$915.00	\$1,548.00	\$858.00	\$690.00
Open Skate Pass	\$370.00	\$7,949.00	\$8,319.00	\$4,975.00	\$3,344.00
Open Hockey	\$594.00	\$4,116.00	\$4,710.00	\$2,498.00	\$2,212.00
Open Hockey Pass	\$192.00	\$1,617.00	\$1,809.00	\$567.00	\$1,242.00
Dead Ice 1 hr	\$56.00	\$399.00	\$455.00	\$511.00	-\$56.00
Dead Ice Pass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Broomball	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Events	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total Open Skate	\$1,845.00	\$14,996.00	\$16,841.00	\$9,409.00	\$7,432.00
Hockey Game Receipts	\$0.00	\$10,800.00	\$10,800.00	\$7,357.00	\$3,443.00
<u>Rental Income</u>					
Skate Rental	\$4.00	\$116.00	\$120.00	\$412.00	-\$292.00

SPORTS CENTER October 2021	Monthly Revenue	YTD Revenue Last Month	2021 YTD Revenue	2020 YTD Revenue	YTD Comparison
Locker Rental	\$60.00	\$60.00	\$120.00	\$90.00	\$30.00
Shower/Sauna	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Room Rental	\$0.00	\$73.75	\$73.75	\$30.00	\$43.75
Aerobic Room Rental	\$45.00	\$30.00	\$75.00	\$120.00	-\$45.00
Birthday Party-Ice	\$450.00	\$225.00	\$675.00	\$570.00	\$105.00
Girls HS Lease Agreement	\$0.00	\$25,234.00	\$25,234.00	\$5,372.50	\$19,861.50
Court Rental	0	8000	8000	2500	5500
Subtotal Rental Income	\$559.00	\$33,738.75	\$34,297.75	\$9,094.50	\$25,203.25

Ice Time Allocation	Hours	Hours	Hours	Hours	Hours
Hockey	146.5	914.25	1060.75	1300	-239.25
Skate School	98.25	654.75	753	684.25	68.75
Private	19	250.25	269.25	298.25	-29
Open Skate	56	332	388	300.25	87.75
Unused	72	423	495	303	192
Total Ice Time Allocated	391.75	2574.25	2966.00	2885.75	80.25

Donations	\$0.01	\$1,475.03	\$1,475.04	\$200.00	\$1,275.04
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Vending Machine Sales

Vending Canteen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vending Grand Prix	\$0.00	\$168.38	\$168.38	\$251.61	-\$83.23
Vending Jubilee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vending Machine Subtotal	\$0.00	\$168.38	\$168.38	\$251.61	-\$83.23

Concessions

Concession Stand Profits	\$0.00	\$0.00	\$0.00	\$815.00	-\$815.00
Hockey Tape	\$0.00	\$14.00	\$14.00	\$8.40	\$5.60
Mouthguards	\$0.00	\$0.00	\$0.00	\$11.20	-\$11.20
Skate Laces	\$2.80	\$0.00	\$2.80	\$8.40	-\$5.60
Skate Guards	\$0.00	\$14.90	\$14.90	\$14.90	\$0.00
Gloves	\$0.00	\$8.40	\$8.40	\$5.60	\$2.80
Fuzzy Gloves	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pins	\$0.00	\$170.80	\$170.80	\$0.00	\$170.80
Gel Pads	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tights Adult	\$0.00	\$284.00	\$284.00	\$16.00	\$268.00
Tights Child	\$14.00	\$182.00	\$196.00	\$84.00	\$112.00
Soaker	\$0.00	\$16.77	\$16.77	\$16.77	\$0.00
Show Video	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SPORTS CENTER October 2021	Monthly Revenue	YTD Revenue Last Month	2021 YTD Revenue	2020 YTD Revenue	YTD Comparison
Subtotal Concessions	\$16.80	\$690.87	\$707.67	\$980.27	-\$272.60

Miscellaneous Revenue

Acct Rec					
ISI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bear Store Lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NSF Fee	\$325.00	\$6,400.00	\$6,725.00	\$2,500.00	\$4,225.00
Rink Advertising	\$400.84	\$573.69	\$974.53	\$0.00	\$974.53
Miscellaneous	\$0.00	\$0.00	\$0.00	\$1,953.52	-\$1,953.52
CARES FUNDS EXP REIMB 8/31/2	\$0.00	\$0.00	\$0.00	\$6,738.86	-\$6,738.86
R/C CARES FUNDS-SC UNEMP CC	\$0.00	\$0.00	\$0.00	-\$5,871.60	\$5,871.60
Subtotal Miscellaneous	\$725.84	\$6,973.69	\$7,699.53	\$5,320.78	\$2,378.75
Over/Short	\$0.00	\$0.05	\$0.05	\$3.80	-\$3.75

Total Sport Center Revenue	\$54,809.40	\$398,764.61	\$453,574.01	\$306,814.45	\$146,759.56
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Armory

Damage Deposit Res	\$0.00	\$2,825.00	\$2,825.00	\$5,950.00	-\$3,125.00
Damage Deposit Non Res	\$500.00	\$2,200.00	\$2,700.00	\$3,000.00	-\$300.00
Armory Res	\$905.00	\$10,188.50	\$11,093.50	\$14,393.25	-\$3,299.75
Armory Non Res	\$1,062.50	\$2,707.50	\$3,770.00	\$14,007.50	-\$10,237.50
Armory Police	\$0.00	\$1,628.00	\$1,628.00	\$2,837.00	-\$1,209.00
Armory Clean	\$0.00	\$1,224.50	\$1,224.50	\$245.00	\$979.50
Total Revenue Armory	\$2,467.50	\$20,773.50	\$23,241.00	\$40,432.75	-\$17,191.75

Boatworks Commons Rentals	\$920.00	\$2,180.00	\$3,100.00	\$3,480.00	-\$380.00
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