



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, JULY 26, 2022
7:00 P.M. IN THE COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

- A. Minutes of the Regular City Council Meeting on July 12, 2022
- B. Minutes of the City Council Work Session on July 19, 2022

3. ADOPT THE AGENDA *(No item of business shall be considered unless it appears on the agenda for the meeting. The Mayor or Councilmembers may add items to the agenda prior to adoption of the agenda.)*

4. CONSENT AGENDA *(Those items listed under Consent Agenda are considered routine by the City Council and will be acted upon by one motion under this agenda item. There will be no separate discussion of these items, unless the Mayor or a Councilmember so requests, in which event, the item will be removed from the consent agenda and considered under New Business.)*

- A. Resolution authorizing the transfer of ownership of watermain from White Bear Township to the City
- B. Resolution authorizing a Watermain Interconnection Joint Powers Agreement with White Bear Township
- C. Resolution ordering a public hearing for an amendment to the Wellhead Protection Plan
- D. Resolution authorizing a Statewide Public Works Joint Powers Mutual Aid Agreement
- E. Resolution extending a 25-mph speed limit on Linden Ave, Willow Ave, and Orchard Ave
- F. Resolution authorizing the White Bear Lake Area Hockey Association to conduct charitable gambling at Manitou Grill and Event Center
- G. Resolution authorizing Hockey Day MN 2023 to utilize Podvin Park for parking January 27 – 29, 2023
- H. Resolution authorizing a Fence Consortium Joint Powers Agreement
- I. Resolution consenting to an increase in MN Housing Financing Agency loan amount for Hoffman Place, LLC

5. VISITORS AND PRESENTATIONS

- A. Quarterly Finance and License Bureau Reports

6. PUBLIC HEARINGS

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. NEW BUSINESS

- A. First Reading of a proposed interim ordinance authorizing studies and imposing a moratorium on the sale of Cannabis Products and on the establishment or expansion of Tobacco Shops

9. DISCUSSION

Nothing schedule

10. COMMUNICATIONS FROM THE CITY MANAGER

11. ADJOURNMENT



**MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, JULY 12, 2022
7:00 P.M. IN THE COUNCIL CHAMBERS**

1. CALL TO ORDER AND ROLL CALL

Mayor Dan Louismet called the meeting to order at 7:00 p.m. The Assistant City Manager took attendance for Councilmembers Kevin Edberg, Steven Engstran, Heidi Hughes, Dan Jones and Bill Walsh. Staff in attendance were City Manager Lindy Crawford, Assistant City Manager Rick Juba, Public Works Director / City Engineer Paul Kauppi, Community Development Director Jason Lindahl and City Attorney Troy Gilchrist.

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

A. Minutes of the City Council Work Session on June 21, 2022

It was moved by Councilmember **Edberg** seconded by Councilmember **Engstran**, to approve the Minutes of the June 21, 2022 City Council Work Session as presented. Motion carried unanimously.

B. Minutes of the Regular City Council Meeting on June 28, 2022

It was moved by Councilmember Jones seconded by Councilmember **Engstran**, to approve the Minutes of the June 28, 2022 City Council Meeting as presented. Motion carried unanimously.

C. Minutes of the City Council Work Session on June 28, 2022

It was moved by Councilmember **Walsh** seconded by Councilmember **Engstran**, to approve the Minutes of the June 28, 2022 City Council Work Session as presented. Motion carried unanimously.

3. APPROVAL OF THE AGENDA

Councilmember Edberg requested to move acceptance of the Park Commission Minutes to 8A. THC Regulation was added as 9A by Mayor Louismet.

It was moved by Councilmember **Edberg** seconded by Councilmember **Jones**, to approve the Agenda as amended. Motion carried unanimously.

4. CONSENT AGENDA

- A. Acceptance of Minutes: April & May Environmental Advisory Commission, May White Bear Lake Conservation District, June Planning Commission, ~~May Park Advisory Commission~~
- B. Resolution approving a request by Kris and Kasey Birch for four variances at 4324 Cottage Park Rd

- C. Resolution approving a request by Rollo Strand for a minor subdivision and variance at 1986 Webber St
- D. Resolution accepting bids and awarding a contract for the 2022 Crack Sealing Project 22-03
- E. Resolution accepting bids and awarding a contract for the 2022 Bituminous Seal Coating Project 22-02
- F. Resolution approving a tobacco license for MNJ Tobacco Inc at 4074 White Bear Ave.
- G. City Manager Performance Evaluation Summary

It was moved by Councilmember **Edberg** seconded by Councilmember **Jones**, to approve the Consent Agenda as amended. Motion carried unanimously.

5. VISITORS AND PRESENTATIONS

- A. Quarterly Community Development Report

Community Development Director Lindahl presented the Community Development Department's Quarterly Report. Councilmember Jones requested future reports provide historical comparisons to provide more context to emerging trends in code enforcement activity.

6. PUBLIC HEARINGS

- A. Vacation of a Portion of 5th Avenue

Community Development Director Lindahl summarized that staff is recommending the City Council consider vacating portions of 5th Avenue right-of-way between the north side of Clarence Street and the north side of Whitaker Street, including:

- From the south of Clarence Street to the north of Park Street
- From the south of Park Street to the north of Hinckley Street
- From the south of Hinckley Street to the north of Whitaker Street

Neighborhood concerns were raised during the Rose Park View Addition (Tice) Preliminary Plat review in 2021. Both City staff and the City Attorney have reviewed the proposed vacation and find it is in the best interests of the public to vacate most, but not all, of the southern portion of the 5th Street right-of-way. The City should retain the street ends of Clarence, Park and Hinckley Streets to allow continued public access and on-going maintenance.

Mayor Louismet opened the public hearing at 7:10 p.m.

Paul Moody - 1823 Park - requested clarification that the City is maintaining the right-of-way at the end of Park Street and Clarence Street. Staff confirmed that the City will still maintain the street ends.

Pat Kenny – 1800 Park Street – is concerned that the City owned property next to his residence is a former dump site and what pollutants might be present on the property.

Councilmember Jones serves on the Board for Vadnais Lake Area Water Management Organization. The property that Mr. Kenny is referring to receives drainage from 800 acres of land is regularly tested for pollutants.

Closed Public Hearing at 7:15

Councilmember Edberg requested that Staff address the concerns about snow plowing around these street ends. Councilmember Edberg also questioned the City's obligation is for maintenance of the City owned property at the end of Park Street. City Engineer/Public Works Director Kauppi stated that now that there is no more question surrounding ownership of the street ends, staff will plow to the end of them, which will address the concerns raised tonight. The use of the City property can be addressed in a future discussion.

It was moved by Councilmember **Walsh** seconded by Councilmember **Hughes**, to approve the Resolution vacating a portion of 5th Avenue as presented. Motion carried unanimously.

7. UNFINISHED BUSINESS

Nothing scheduled

8. NEW BUSINESS

A. Acceptance of Minutes of the May Park Advisory Commission

Councilmember Edberg expressed his gratitude for receiving the various commission minutes. He would like to explore having annual discussions with the Commissions at a City Council meeting. He is interested in engaging citizens more intentionally regarding commission participation. Councilmember Edberg specifically wanted to thank the Park Commission members for their work visiting parks and gathering information on park improvements desired in the community.

City Manager Crawford will follow up on the idea to have annual discussions between the City Council and Commissions. Mayor Louismet supported this concept.

It was moved by Councilmember **Edberg** seconded by Councilmember **Jones**, to accept the May Park Advisory Commission Minutes as presented. Motion carried unanimously.

9. DISCUSSION

A. THC Regulation

City Attorney Gilchrist summarized the law that went into effect July 1, 2022 allowing the sale of certain products featuring THC in the State of Minnesota. The City has the ability to license the sale of such items or regulate where the sale of such products can take place through the zoning code. Because of the lack of information surrounding this new law and the lack of details within the new law, he recommends an interim moratorium ordinance to allow staff to research and the Council to review this issue.

The consensus of the Mayor and City Council was to have staff draft an interim ordinance that will create a moratorium on the sale of products containing THC within the City of White Bear Lake. City Attorney Gilchrist also recommended doing some updating to the City's tobacco ordinance to include some changes to laws at a state level. City Attorney Gilchrist clarified that a moratorium should be limited to no longer than one year.

10. COMMUNICATIONS FROM THE CITY MANAGER

A. 4th of July Fireworks Recap

City Manager Crawford recapped the 4th of July and expressed appreciation for all involved.

Upcoming City events include Fridays with Firefighters, A/V pilot project kick off, Chamber meet and greet, Cops on the Course and Floats with the Fuzz.

11. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Walsh** seconded by Councilmember **Jones** to adjourn the regular meeting at 7:39 p.m. Motion carried unanimously.

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager



**MINUTES
WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, JULY 19, 2022
6:00 PM IN THE 2ND FLOOR BOARD ROOM
CITY HALL**

Work Session Opened: 6:05 PM

In Attendance: Mayor Louismet, Councilmembers Walsh, Hughes, Jones, Edberg (arrived at 6:13 PM), and Engstran. City Manager Crawford, Assistant City Manager Juba, Community Development Director Lindahl, and Housing and Economic Development Coordinator Shimek

Victoria McGrath of McGrath Human Resources presented the draft findings and recommendations of the Classification and Compensation Study that her firm prepared for the City. McGrath stated that the ranges in the City's current plan have fallen very today's market, with the previous system originally implemented in 1988. The City Council discussed the recommendations, potential ramifications if the system is not updated, implementation strategies and costs, and requested that some aspect of merit pay be included in the proposed annual step system. Staff will work with McGrath to institute the proposed changes and return with a revised draft for discussion at the August work session.

Lindahl and Shimek recapped the discussion from the June 21, 2022 work session regarding the Housing Task Force recommendations and the role of the Housing and Redevelopment Authority. At that meeting, it was determined that additional discussion was needed to prioritize the City's housing goals and policies. Staff went on to present housing terminology and data for White Bear Lake. The City Council provided discussion and feedback to help staff prioritize goals and policies, but ultimately decided to table the discussion until later in the calendar year. Staff will be sending out additional survey requests to obtain more general feedback from the City Council.

Work Session Adjourned: 9:44 PM



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Paul Kauppi, Public Works Director/City Engineer
Date: July 26, 2022
Subject: **Watermain Transfer of Ownership on South Shore Boulevard**

SUMMARY

The City Council will consider adopting a resolution accepting ownership of a segment of watermain on South Shore Boulevard.

BACKGROUND INFORMATION

The reconstruction of South Shore Boulevard is part of a joint construction project with Ramsey County, White Bear Township and the City of White Bear Lake to reconstruct South Shore Boulevard and extend the trail around White Bear Lake. South Shore Boulevard is currently a Ramsey County roadway.

At its meeting on February 9, 2021, the City Council approved Resolution 12723, authorizing the City to enter into a Memorandum of Understanding (MOU) with Ramsey County. Part of this MOU outlines that the segment of South Shore Boulevard between McKnight Road and the eastern City limits will become a one-way roadway which the City will take control of through a jurisdictional transfer from the County. A separate jurisdictional transfer agreement will be brought to City Council for approval upon completion of the project, anticipated to occur this fall.

Within this segment of South Shore Boulevard, White Bear Township currently owns and operates approximately 1,000 feet of watermain that serves Township water to City residents. City staff has worked with the Township to transfer ownership of the watermain to the City after the project is complete. This transfer would allow the City to serve water to its residents instead of having White Bear Township serve water to City residents.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution accepting ownership of a segment of watermain on South Shore Boulevard.

ATTACHMENTS

Resolution
Watermain Transfer Agreement

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY TO ACCEPT OWNERSHIP
OF A SEGMENT OF WATERMAIN ON SOUTH SHORE BOULEVARD**

WHEREAS, White Bear Township currently owns and operates approximately 1,000 feet of watermain along the north side of South Shore Boulevard within the City limits; and

WHEREAS, a joint reconstruction project between Ramsey County, White Bear Township and the City of White Bear Lake allowed cost-effective opportunity for the City to extend watermain to serve City residents; and

WHEREAS, the City of White Bear Lake is interested in accepting ownership of a White Bear Township watermain within the City limits.

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

1. The City hereby approves the Watermain Transfer Agreement between White Bear Township and the City of White Bear Lake.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement with White Bear Township.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager

**CITY OF WHITE BEAR LAKE
WHITE BEAR TOWNSHIP
WATERMAIN TRANSFER AGREEMENT**

This Watermain Transfer Agreement (“**Agreement**”) is made and entered into as of the ____ day of _____, 2022, by and between the City of White Bear Lake, a Minnesota Municipal Corporation, (“**City**”) and White Bear Township, a Minnesota public corporation (“**Town**”). The City and the Town may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. Ramsey County will be conducting a street reconstruction project in 2022 on South Shore Boulevard after which it will be City right-of-way between McKnight Road and the City limit (“**ROW**”).
- B. The Town currently owns and operates roughly 1,000 feet of watermain (“**Watermain**”) along the north side or South Shore Boulevard beginning at the parties’ common boundary.
- C. The parties desire that ownership and control of the Watermain transfer to the City when it assumes the ROW following the street reconstruction.
- D. Local governments are authorized under Minnesota Statutes, section 471.85 to transfer its personal property to other local governments for public use without consideration.
- E. By separate agreement between the parties there will be a water system interconnection within the ROW at or near the parties common boundary.

AGREEMENT

In consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

- 1. The Town hereby transfers all ownership interest in, and jurisdiction over, the Watermain to the City effective as of October 31, 2022.
- 2. The City agrees to accept the Watermain in its current condition and understands and agrees the Town is making no representations or warranties regarding the Watermain. As of the effective date of the transfer, the Town no longer has any interest in or responsibility for the Watermain, other than which exists in the parties’ water system interconnection agreement.

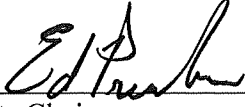
IN WITNESS WHEREOF, the parties hereto by their authorized representatives, hereunto set their hands as of the day and date first above written.

CITY OF WHITE BEAR LAKE

By: _____
Its Mayor

By: _____
Its City Manager

WHITE BEAR TOWNSHIP

By:  _____
Its Chair

By:  _____
Its Administrator



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Paul Kauppi, Public Works Director/City Engineer
Date: July 26, 2022
Subject: **Joint Powers Agreement with White Bear Township for a Watermain Interconnection on South Shore Boulevard**

SUMMARY

The City Council will consider adopting a resolution authorizing the City to enter into a Joint Powers Agreement with White Bear Township for a watermain interconnection on South Shore Boulevard.

BACKGROUND INFORMATION

The City of White Bear Lake operates and maintains a water distribution system that consists of over 120 miles of watermains, more than 900 hydrants and 1200 gate valves. The reliability of this extensive network is tested each winter when we experience an average of 15-20 watermain breaks due to aging infrastructure and shifting soils. Ensuring a safe and reliable supply of potable water is one of the most important functions a modern urban municipality provides. Providing a continuous supply of water is also a critical public safety function in having adequate water available to extinguish fires.

There is always a possibility of mechanical failures or other means of losing access to our water supply. As in all public safety aspects, the City cannot isolate itself and must look to its neighbors from time to time for assistance. This assistance can include emergency water supplies, so it is beneficial to all municipalities to have a secondary source which in a metropolitan area frequently comes in the form of a connection to a neighboring water system.

The City currently has emergency water interconnections with White Bear Township, the City of Mahtomedi and the City of Vadnais Heights. These interconnections allow either municipality to supply the other with water in the event of failure of the other's system. The City and Township are proposing a similar connection. The connection is also very beneficial to both communities in order to provide backup service to an area of the City and Township where redundancy does not exist.

The reconstruction of South Shore Boulevard is part of a joint construction project with Ramsey County, the Township and the City to reconstruct South Shore Boulevard and extend the trail around White Bear Lake. As part of this project, the City and Township are proposing the

installation of an emergency watermain interconnection on South Shore Boulevard, at the municipal boundary just west of Bellaire Avenue.

A Water System Interconnection Joint Powers Agreement has been prepared for the construction of the proposed interconnection which will split all costs equally between the City and Township. This agreement also outlines the terms of operation, maintenance and use of this interconnection. The Township Town Board approved this agreement on February 23, 2022.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the City to enter into a Joint Powers Agreement with White Bear Township for a watermain interconnection on South Shore Boulevard.

ATTACHMENTS

Resolution

Water System Interconnection Joint Powers Agreement

RESOLUTION NO.

**RESOLUTION APPROVING A WATER SYSTEM INTERCONNECTION AGREEMENT
BETWEEN THE CITY OF WHITE BEAR LAKE AND WHITE BEAR TOWNSHIP**

WHEREAS, the City of White Bear Lake and White Bear Township desire to enter into a Joint Powers Agreement to link the two communities' water systems for emergency situations; and

WHEREAS, the location of the interconnection is on South Shore Boulevard, at the municipal boundary just west of Bellaire Avenue; and

WHEREAS, the City of White Bear Lake and White Bear Township recognize it is mutually beneficial to supply water in the event of failure of the other's system.

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

1. The City hereby approves a Water System Interconnection Joint Powers Agreement between the City of White Bear Lake and White Bear Township.
2. The terms of construction, maintenance, and use of this interconnection are approved.
3. The Mayor and City Manager are hereby authorized and directed to execute said agreement with White Bear Township.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager

**CITY OF WHITE BEAR LAKE
WHITE BEAR TOWNSHIP**

WATER SYSTEM INTERCONNECTION JOINT POWERS AGREEMENT

This Water System Interconnection Joint Powers Agreement (“**Agreement**”) is made and entered into as of the ___ day of _____, 2022, by and between the City of White Bear Lake, a Minnesota Municipal Corporation, (“**City**”) and White Bear Township, a Minnesota public corporation (“**Town**”). The City and the Town may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City and Town each own and operate a municipal water utility providing water service to its residents.
- B. Ramsey County will be conducting a street reconstruction project in 2022 on South Shore Boulevard. Effective as of October 31, 2022, the portion of right-of-way between McKnight Road and the City limit will become City right-of-way. By separate agreement between the parties, the City will own the watermain in this right-of-way up to the City limit.
- C. Each party has determined that in the event of certain emergencies, it would be mutually beneficial to have an interconnection between their municipal water systems.
- D. Minnesota Statutes, section 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power.
- E. The purpose of this Agreement is to define the scope of each party’s authority and responsibilities regarding the construction, maintenance, and use of an interconnection between each party’s municipal water system.

AGREEMENT

In consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

- 1. Project Design. The City agrees to prepare the plans and specifications (“**Specifications**”) for the installation of a six-inch interconnection between the City water system and the Town water system within the South Shore Boulevard right-of-way located at or near the parties’ common boundary (“**Project**”). The Project includes the placement of a control valve on each system. The City shall provide the Specifications to the Town for review and comment before finalizing them. The finalized Specifications, as they may be amended from time to time, are incorporated in and made part of this Agreement by reference.

2. Bidding. The City is responsible for advertising for bids for the Project, receiving and opening bids pursuant to said advertisement, and for entering into a contract with the successful bidder (“**Contractor**”) at the price specified in the successful bid. The City will conduct the contracting process in accordance with the applicable procedures under Minnesota law. The City shall require the Contractor to name both the City and the Town as additional insureds under the Contractor’s commercial general liability policy.
3. Project Administration. The City shall administer all aspects of the Project and shall inspect all completed work. The Town Director of Public Works shall cooperate with the City Director of Public Works and staff upon request to aid in the administration of the Project, but shall have no responsibility for the supervision of any of the Work.
4. On-Going Maintenance. Each party shall be responsible for maintenance of the portion of water main located within their respective jurisdictional boundaries. The parties agree to share equally in any costs incurred to maintain or replace the interconnection. The parties shall agree in advance as to the need for any interconnection maintenance or replacement work.
5. Use of Interconnection. Each party agrees it will only use the interconnection upon the occurrence of one of the following:
 - (a) If a water main break results in a loss of adequate pressure in the party’s water system;
 - (b) The party’s water system becomes polluted or otherwise unusable; or
 - (c) If a firefighting emergency exists and adequate pressure is not available in a party’s water system.
6. Notice of Use. Prior to the use of the interconnection, the party requesting use must give notice to the other party’s Director of Public Works. The notice shall indicate the reason for the intended use. Actual notice must be given during normal business hours and reasonable efforts to notify must be made during non-business hours. Unless usage of a party’s water supply continues beyond a 48-hour period, neither party shall charge for the use of its water supply. Where a water use charge is imposed, it shall be at a rate equal to the prevailing rate for usage by single family residential users in the municipality which supplies the water and in an amount agreed to by the City Director of Public Works and the Town Director of Public Works, or at a rate initially agreed upon at the time of usage request.
7. Water Standards. Each party shall exercise reasonable care to prevent toxic or harmful substances from contaminating the water supply of either party. On a yearly basis, each party shall supply the other with copies of yearly analytical test data from the Minnesota Department of Health, Division of Environmental Health. In addition, on a yearly basis, each party shall supply test results from a recognized testing lab, whose analyses were performed by the EPA or other recognized standard procedures. Test results shall be provided for hardness, manganese, iron, and volatile organics.
8. Terms of Agreement. This Agreement shall be in effect as of the date first written above and shall continue in force and effect for an indefinite term, provided that either party may

terminate the agreement by giving the other party one-year written notice. If termination occurs, the interconnection shall belong to the party in which the assets are located.

9. Cooperative Activity. To the fullest extent permitted by law, all activities by the parties under this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of determining total liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a. Nothing in this Agreement is intended to alter, or shall be interpreted as altering, the treatment of the parties as a single governmental unit. For purposes of Minnesota Statutes, section 471.59, subdivision 1a, each party expressly declines responsibility for the acts or omissions of the other party.
10. Insurance & Indemnity. The parties shall each carry policies of liability insurance in at least the amounts specified as the extent of their individual liability under Minnesota Statutes, section 466.04, as amended. Nothing herein shall be deemed to waive any statutory limits of liability granted to the parties. Each party agrees to defend, indemnify and hold harmless (including reasonable attorney’s fees) the other party, their elected officials, officers, agents and employees from any liability, claims, demands, damages, personal injury, costs, judgments or expenses arising from any act or omission of the indemnifying party relating to the Project. Neither party shall be required to pay to the other party any amount as indemnification under this Agreement, whether arising pursuant to this Agreement, expressly, by operation of law or otherwise, in excess of the limits of liability applicable to the indemnifying City under Minnesota Statutes, chapter 466, or in the event that Minnesota Statutes, chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. In those instances in which a party is directly liable for damages as well as for indemnification to the other party, the combined liability of the indemnifying City shall not exceed the limits of liability under Minnesota Statutes, Chapter 466 or, in the event that Minnesota Statutes, chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party.
11. Employees; Worker’s Compensation. Any and all employees of each party and all other persons engaged by that party in the performance of any work or services required or contemplated by this Agreement shall not be considered employees of the other party. Any and all claims that might arise under the Workers’ Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, shall in no way be the obligation or responsibility of the other party.
12. Third Parties. This Agreement is solely for the benefit of the parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.
13. Entire Agreement. This writing, including the recitals which are incorporated herein, contains the entire agreement between the parties regarding this matter. This Agreement supersedes all prior negotiations, representations, or agreements between the parties

regarding the Project, whether written or oral. No modifications to this Agreement shall be in effect unless they are reduced to writing and are signed by both parties.

- 14. Applicable Law. This Agreement shall be interpreted under the laws of Minnesota.
- 15. Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and shall obtain such permits and permissions as may be required, in carrying out their respective duties under this Agreement.


IN WITNESS WHEREOF, the parties hereto by their authorized representatives, hereunto set their hands as of the day and date first above written.


CITY OF WHITE BEAR LAKE

By: _____
Its Mayor

By: _____
Its Manager

WHITE BEAR TOWNSHIP

By:  _____
Its Chair

By:  _____
Its Administrator



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Paul Kauppi, Public Works Director/City Engineer
Date: July 26, 2022
Subject: **Ordering a Public Hearing for Part 2 of the City's Wellhead Protection Plan Amendment**

SUMMARY

The City Council will consider adopting a resolution ordering a public hearing on the City's Wellhead Protection Plan Amendment for August 23, 2022.

BACKGROUND INFORMATION

Since February of 2021 the Engineering Department has been working with a consultant to amend our Wellhead Protection Plan (WHP). This is a plan that is required by Minnesota Wellhead Protection Rule (parts 4720.5100 to 4720.5590) and is administered by the Minnesota Department of Health (MDH). This plan is an important document that will aid in protecting our drinking water supply.

The City 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. As water is essential for life, protection of this water from contamination is essential.

The first part of the WHP amendment was completed and approved by the MDH in October 2021. The second part of the WHP focuses on identifying potential sources of contamination from surface activities and land use practices. Such potential sources could be underground storage tanks, septic systems, agricultural sites, landfills, etc. It also identifies goals, objectives, and plans for ensuring continued protection of the public water supply. This portion of the plan includes information pertaining to:

1. The inventory of potential contaminants of concern within the drinking water supply management area;
2. The data that was considered in this portion of the plan;
3. Issues, problems, and concerns within the drinking water supply management area;
4. Goals, objectives, and action strategies to address the issues and concerns within the drinking water supply management area;
5. A plan evaluation strategy; and
6. A contingency strategy in the event of water system disruption.

The City contracted with Short Elliot Hendrickson, Inc. (SEH) to complete Part 2 of the WHP amendment. The final draft of the WHP is now complete, and prior to submittal to the MDH, the public must be given the opportunity to provide comments on the plan. The City Council is being asked to schedule a public hearing on August 23, 2022. The public hearing will consist of an overview of the City's draft WHP plan amendment and include an opportunity for public comment on the plan. After the meeting, the WHP will be submitted to the MDH for review.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution ordering a public hearing on the City's Wellhead Protection Plan Amendment for August 23, 2022.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION ORDERING A PUBLIC HEARING TO BE HELD ON AUGUST 23, 2022
TO DISCUSS THE CITY OF WHITE BEAR LAKE'S WELLHEAD PROTECTION
PLAN AMENDMENT**

WHEREAS, the City of White Bear Lake has prepared a final draft of its Wellhead Protection Plan (WHP) amendment to comply with the Minnesota Wellhead Protection Rule (parts 4720.5100 to 4720.5590); and

WHEREAS, the City of White Bear Lake desires to continue protection of its drinking water supply; and

WHEREAS, the City of White Bear Lake desires to comply with the Minnesota Wellhead Protection Rule requirement to hold a public hearing to review the Wellhead Protection Plan amendment, and the appropriateness of the goals outlined in the Plan.

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

1. A public hearing shall be held to review the City's Wellhead Protection Plan amendment and receive public comments on the plan on the 23rd day of August, 2022, in the City Council Chambers of the City Hall at 7:00 p.m., and the Engineering Department shall publish notice of such hearing as required by law. Please find detailed meeting information on the City's website at www.whitebearlake.org/ or call the city clerk at 651-762-4821 to learn how to attend the public hearing.
2. The comments received at the public hearing will be recorded and considered as the City submits the plan to the Minnesota Department of Health.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Paul Kauppi, Public Works Director/City Engineer
Date: July 26, 2022
Subject: Statewide Public Works Joint Powers Mutual Aid Agreement

SUMMARY

The City Council will consider adopting a resolution entering into a statewide Public Works Joint Powers Mutual Aid Agreement to allow City participation in the Public Safety Anti-scale Fencing Consortium.

BACKGROUND INFORMATION

The purpose of this agreement is to provide a process for local units of government to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this public works mutual aid pact.

This agreement should not be interpreted as being limited to only use during catastrophic situations, rather may be leveraged for routine circumstances such as training efforts and maintenance operations for example. The decision when to request assistance or provide assistance is left entirely at the discretion of the requesting and or sending party. The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

If resources are requested it should be expected that those costs would be invoiced, however the agreement says that “charges may be levied”, so it is the decision of the sending party whether or not to invoice the receiving party. The agreement also speaks to responsibility and liability. Each party shall be responsible for its own personnel or damaged equipment for example. Responding personnel shall be deemed to be performing regular duties for each respective sending party for purposes of workers compensation.

Hennepin County Emergency Management (HCEM) has volunteered to serve as the administrative coordinator for this agreement among local units of government. This agreement will better position the City to coordinate and work with its partnering agencies through a formalized agreement.

RECOMMENDATIONS

Staff recommends the City Council adopt the attached resolution allowing the City to enter into

the statewide Public Works Joint Powers Mutual Aid Agreement.

ATTACHMENTS

Resolution

Statewide Public Works Joint Powers Mutual Aid Agreement

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO
THE PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT**

WHEREAS, the Public Works Joint Powers Mutual Aid Agreement provides a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota; and

WHEREAS, the City of White Bear Lake desires to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota authorizes the Public Works Mutual Aid Agreement and the City Manager and Mayor are authorized to sign said agreement.

BE IT FURTHER RESOLVED that the Public Works Director and City Manager are both designated as the "Requesting Official" and the "Sending Official" for the Public Works Joint Powers Mutual Aid Agreement.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

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PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement (“Agreement”) is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government’s workers’ compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement (“Agreement”) is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a “Party” and collectively, the “Parties”).

I. **GENERAL PURPOSE**

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. **DEFINITION OF TERMS**

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. “Eligible Party” means a “governmental unit” as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. “Public Works Assistance” means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. “Party” means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. “Parties” means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. “Requesting Official” means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. “Requesting Party” means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. “Sending Official” means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. “Sending Party” means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. “HCEM” means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. **RESPONSIBILITY AND LIABILITY**

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: _____

Mailing Address:

Adopted on the ____ day of _____, _____.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Paul Kauppi, Public Works Director/City Engineer
Date: July 26, 2022
Subject: Extension of a 25 mph Speed Limit for Certain Residential Roadways

SUMMARY

The City Council will consider adopting a resolution extending the 25 mile per hour speed limit through December 31, 2023 for Linden Avenue from County Road E to Willow Avenue, Willow Avenue from Linden Avenue to Orchard Lane and Orchard Lane from Willow Avenue to McKnight Road to allow for the Automated Vehicle (A/V) (Bear Tracks) pilot project.

The Bear Tracks pilot project start date was delayed from 2021 to 2022 which necessitates moving the expiration date of the speed limit change from December 31, 2022 to December 31, 2023.

BACKGROUND INFORMATION

In early 2019, a committee of representatives from local non-profits, state and local schools and local businesses began working on a concept to introduce emerging automated vehicle technology to White Bear Lake. A proposal was submitted to the Minnesota Department of Transportation (MnDOT) for an Automated Vehicle Pilot Project grant program and was accepted.

The approved route for the Bear Tracks project lies between Phoenix Alternatives, Inc. (PAI) on Linden Avenue and the YMCA on Orchard Lane. A certified attendant/operator employed by Newtrax will be on the vehicle at all times, which would travel at speeds of approximately 12-15mph. The approved route provides a connection for clients of PAI, residents of the senior apartments along the route, and the public to access programming at the YMCA. The purpose of this pilot is to evaluate the benefits and challenges of A/V, and more specifically, the potential for automated vehicles to provide future transportation options for persons with disabilities and the aging populations.

As the consultant and A/V vendors worked through the details of the pilot project, it was discovered that there cannot be more than a 10mph differential between the posted speed limit and the travel speed of Bear Tracks which is 15mph as required by the National Highway Traffic Safety Administration's (NHTSA) requirements. The easiest solution to this issue was to lower the existing 30mph speed limit to 25mph. This is allowed under Minnesota State Statute

169.14 which allows a road authority to adopt a lower speed limit for a roadway.

A speed study was completed as required and recommended the lowering of the speed limit along the approved route from 30mph to 25mph. As part of this study, speed counts were conducted along these segments of roadways.

At its meeting on July 13, 2021, the City Council adopted Resolution 12811 lowering speed limits to 25mph along these segments of roadways, which would expire on December 31, 2022.

Due to unforeseen delays, the Bear Tracks pilot project began later than expected. It is proposed that the sunset date of this speed limit change be extended through December 31, 2023 which would allow Bear Tracks to continue but not make any long-term commitments on the lower speed limit for these roadways. Staff will have a check-in with the City Council prior to the expiration to see if they want to take action to retain the lower speed limits or return them back to 30mph.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution extending the 25 mile per hour speed limit through December 31, 2023 for the following residential roadways: Linden Avenue from County Road E to Willow Avenue, Willow Avenue from Linden Avenue to Orchard Lane and Orchard Lane from Willow Avenue to McKnight Road.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION ESTABLISHING A 25 MILE PER HOUR SPEED LIMIT FOR THE FOLLOWING
RESIDENTIAL ROADWAYS AND DIRECT STAFF TO SIGN THEM AS SUCH:
LINDEN AVENUE FROM COUNTY ROAD E TO WILLOW AVENUE, WILLOW AVENUE
FROM LINDEN AVENUE TO ORCHARD LANE AND ORCHARD LANE
FROM WILLOW AVENUE TO MCKNIGHT ROAD**

WHEREAS, a speed study was performed for these segments of roadway and supports the reduction to 25 miles per hour; and

WHEREAS, Minnesota State Statute 169.14 allows for this reduction following a safety, engineering and traffic study; and

WHEREAS, it is the best interest to have reasonable and safe speeds posted on City streets; and

WHEREAS, pursuant to Resolution Number 12811, the 25 mile per hour speed limit change will expire on December 31, 2022; and

WHEREAS, the A/V Pilot Project (Bear Tracks) began later than expected and the 25 mile per hour speed limit needs to be extended through December 31, 2023.

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

1. The City hereby declares a 25 mile per hour speed limit on the following roadways: Linden Avenue from County Road E to Willow Avenue, Willow Avenue from Linden Avenue to Orchard Lane and Orchard Lane from Willow Avenue to McKnight Road.
2. Staff is hereby authorized to erect the appropriate signs designating the speed of 25 miles per hour on Linden Avenue from County Road E to Willow Avenue, Willow Avenue from Linden Avenue to Orchard Lane and Orchard Lane from Willow Avenue to McKnight Road.
3. This speed limit change will expire on December 31, 2023 unless further action is taken by the City Council and the roadways will be changed back to 30 miles per hour.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

RESOLUTION NO.

ATTEST:

Lindy Crawford, City Manager



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and Council
From: Lindy Crawford, City Manager
Date: July 26, 2022
Subject: **White Bear Lake Area Hockey Association Charitable Gambling at Manitou Grill and Event Center**

SUMMARY

The City received an application from the White Bear Lake Area Hockey Association (the Association) to conduct charitable gambling at Manitou Grill and Event Center effective October 1, 2022.

BACKGROUND INFORMATION

Charitable gambling in the City of White Bear Lake is authorized by MN Statute, Chapter 349 and City of White Bear Lake Municipal Code, Chapter 1002.200 and Chapter 1111. City Council approval must be granted before charitable gambling business can be conducted.

The City Code also limits charitable organizations to three locations within the City. The Association is currently at their maximum of three establishments (The Stadium Sports Bar, White Bear Bar and Doc's Landing) within the City. Their plan is to vacate their charitable gambling activities at the Stadium Sports Bar effective September 30, 2022, to create the capacity for Manitou Grill and Event Center. This recommended approval will be conditioned upon the suspension of charitable gambling activities at the Stadium by the Association prior to the initiation at Manitou Grill and Event Center.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the White Bear Lake Area Hockey Association to conduct charitable gambling at Manitou Grill and Event Center effective October 1, 2022.

ATTACHMENTS

Resolution

RESOLUTION NO.

RESOLUTION AUTHORIZING THE WHITE BEAR LAKE AREA HOCKEY ASSOCIATION TO CONDUCT CHARITABLE GAMBLING AT MANITOU GRILL AND EVENT CENTER

WHEREAS, the White Bear Lake Area Hockey Association has submitted an application to conduct charitable gambling at Manitou Grill and Event Center located at 2171 4th Street; and

WHEREAS, the White Bear Lake Area Hockey Association meets the qualifications set forth in the City Code to conduct charitable gambling within the City; and

WHEREAS, the City Code limits the number of establishments a qualified organization can conduct charitable gambling to three (3); and

WHEREAS, the White Bear Lake Area Hockey Association currently conducts charitable gambling at three (3) establishments within the City and will vacate one (1) establishment effective September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota that the White Bear Lake Area Hockey Association's application to conduct charitable gambling at Manitou Grill and Event Center effective October 1, 2022 is hereby approved with the following condition:

1. Prior to the initiation of charitable gambling at Manitou Grill and Event Center, the White Bear Lake Area Hockey Association must verify to City Staff that charitable gambling operations at one of their other approved established has ceased.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Lindy Crawford, City Manager
From: Rick Juba, Assistant City Manager
Date: July 26, 2022
Subject: Request by Hockey Day MN 2023 to utilize the Parking Lot at Podvin Park

SUMMARY

The City Council will consider adopting a resolution approving a request from Hockey Day MN 2023 to utilize the Podvin Park parking lot from January 27- 29, 2023.

BACKGROUND INFORMATION

Polar Lakes Park in White Bear Township was selected to host Hockey Day MN 2023 which will take place January 27- 29, 2023 with the bulk of the activity taking place on Saturday, January 28. Although the event is hosted in White Bear Township, the City is expected to be very busy that weekend as well with travelers coming from all directions to partake in the weekend's events.

Event organizers are reaching out to various entities who own parking lots in the vicinity of the Polar Lakes Park to secure enough parking to support the anticipated attendance. Podvin Park meets their criteria and they have requested the City allow them to utilize the parking lot for shuttle service to and from the Polar Lakes Park. Staff finds the request to be reasonable and is in support.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing Hockey Day MN 2023 to utilize the parking lot at Podvin Park from January 27 to 29, 2023.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION AUTHORIZING HOCKEY DAY MN 2023
TO UTILIZE PODVIN PARK FOR PARKING**

WHEREAS, Hockey Day MN 2023 is being hosted at Polar Lakes Park in White Bear Township; and

WHEREAS, a request has been submitted by Hockey Day MN 2023 to utilize the parking lot at Podvin Park for parking January 27- 29, 2023; and

WHEREAS, the City wishes to support Hockey Day MN 2023 and celebrate the sport of hockey in the White Bear Lake area community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota hereby approves the request from Hockey Day MN 2023 to utilize the parking lot at Podvin Park from January 27- 29, 2023.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Paul Kauppi, Public Works Director/City Engineer
Date: July 26, 2022
Subject: Fencing Consortium Joint Powers Agreement

SUMMARY

The City Council will consider adopting a resolution approving the Fencing Consortium Joint Powers Agreement which provides rapid access to anti-scale fencing in the event of an emergency.

BACKGROUND INFORMATION

In the spring of 2021, a significant number of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to form a Fence Working Group to explore the identified challenges and develop a collective path forward. Based on the experience with civil unrest in Minneapolis and Brooklyn Center, the critical role that anti-scale fencing can serve for de-escalation and establishing a space for lawful protests became apparent. That said, it was also found that obtaining anti-scale fencing is a significant challenge due to a number of factors, as well as being very expensive. To respond to this identified need, a Fence Working Group was established.

The Fence Working Group's efforts led to the formation of a Fencing Consortium (Consortium). The Consortium is made up of local government agency members that will jointly contract with a fencing vendor for the availability, storage, maintenance, and transportation of anti-scale fencing (including vehicle gates and pedestrian doors). The Consortium will have, at a minimum, enough fencing for the largest police department building in the Consortium. However, the Consortium has the flexibility to increase the amount of fencing, gates, and doors as additional local governments join the Consortium.

The intent of the Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government buildings in response to a critical incident. The goal of the anti-scale fencing is to de-escalate the potential tensions and try to reduce/eliminate the non-tangibles associated with civil unrest such as:

- 1) Provide physical separation between public safety and protestors
 - a. Promotes improved mental health environment for all
 - b. Pre-plan and standardize perimeter layout

- 2) Reduce the need for crowd control measures to be used
 - a. Improved safety for all
 - b. Minimize potential impact on adjacent properties
 - c. Crowd control measures are seen as escalating
 - d. Another tool for law enforcement facilitating peaceful protests

- 3) Create a space for protesting
 - a. Not seen as officers vs. protestors, but protestors just protesting (including optics)
 - b. Supports efforts to coordinate / communicate with specific protest groups and organizers ahead of time
 - c. Improved distinction between legal protestors and “violent and destructive actors”
 - d. Officers in riot gear and with crowd control measures are more likely to be able to remain out of sight of legal protestors

- 4) Reduce resource demands committed to one location
 - a. Local law enforcement agencies are too small to handle large-scale civil disturbance
 - b. Potentially need fewer officers for security at the site
 - c. Free up more resources to continue to respond to calls for service in impacted community
 - d. Takes into consideration that protests may be protracted event

The purpose and structure of the Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure and coordinate during the deployment of anti-scale fencing. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

Fence deployment team

One of the biggest costs and factors for the deployment of any fence is the labor, equipment, and scheduling of staffing to setup the fence. Because of this, the Fence Working Group determined that the best way to meet these challenges is to use the existing Statewide Public Works Mutual Aid Pact to provide the labor and equipment needed to deploy the fence. Just like police and fire use existing mutual aid agreements during civil unrest, public works would do the same. One key reason for this is that the JPA can leverage these other existing mutual aid agreements when it comes to labor considerations.

Each Consortium member would need to provide between one and three people who would be assigned to the Fence Deployment Team. This team would train three times a year (two times

in person) so that when the call to deploy the fence was made, everyone would be familiar with what needed to be done and it could be done as efficiently as possible. Each Consortium member would cover the costs, including if there was a deployment (likely overtime), of their staff on the Fence Deployment Team.

State funding request

The Fence Consortium has requested \$5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. If obtained, the State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium member will pay for the storage, maintenance, and transportation of the anti-scale fence. This reduction in cost will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

Project cost

Each member agency's cost is pro-rated based on the footage of fencing needed for their location. Based on current participation, the City's estimated annual cost would be approximately \$5,000-\$6,000. This cost could go down depending on the final participation at the September 1, 2022 deadline.

RECOMMENDATIONS

Staff recommends the City Council adopt the attached resolution approving the Fencing Consortium Joint Powers Agreement.

ATTACHMENTS

Resolution

Fencing Consortium Joint Powers Agreement

RESOLUTION NO.

RESOLUTION ADOPTING A FENCING CONSORTIUM JOINT POWERS AGREEMENT

WHEREAS, the governmental units in the state have experienced an increase in incidences of civil unrest with violent and destructive actors who pose a threat to the public, public personnel, buildings, and critical infrastructure; and

WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, the press, and the right of the people peaceably to assemble, and to petition the government for a redress of grievances; and

WHEREAS, recent experience has shown that the use of anti-scale fencing has greatly de-escalated tension between law enforcement and protesters; and

WHEREAS, by de-escalating the tension, the anti-scale fencing helps to reduce the trauma on the community, improve the safety for all, minimize the impact on neighboring properties, and reduce the community resources that have to be committed to such events; and

WHEREAS, the City of White Bear Lake has recognized the need to have ready access to anti-scalable fencing as a tool for de-escalation and community safety while protecting against violent and destructive actors; and

WHEREAS, the best means for the City of White Bear Lake to access such fencing in a timely and cost-effective manner is to work cooperatively with other governmental units; and

WHEREAS, the Fencing Consortium Joint Powers Agreement (Fencing JPA), which is incorporated herein by reference, establishes a joint board to obtain and make available to members anti-scalable fencing in response to critical incidences, sets out the powers of the joint board, requires members to pay their share of the fencing costs and operational costs of the Fencing Consortium, requires members to provide staffing to assemble and disassemble the fencing as part of the Public Works Mutual Aid Pact, and otherwise provides for the operation of the Fencing Consortium as a joint powers entity; and

WHEREAS, the City of White Bear Lake is a member of the Public Works Mutual Aid Pact and is otherwise eligible to adopt the Fencing JPA; and

WHEREAS, it is in the best interests of the City to become a member and participate in the Fencing Consortium.

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

RESOLUTION NO.

1. The Fencing JPA is hereby approved and adopted.
2. The City Manager is authorized and directed to make nominations and to cast votes on persons to be elected to the Fencing Consortium Board of Directors.
3. Staff are authorized and directed to do each of the following:
 - a. Submit a fully executed copy of this Resolution as directed in the Fencing JPA to indicate membership in the Fencing Consortium;
 - b. Designate a primary and secondary point of contact for the Fencing Consortium for administrative purposes.
 - c. Coordinate with the other Fencing Consortium members and the Board on the selection of staff from the public works department to serve on the fencing deployment team; and
 - d. To take such other actions as may be needed to carry out the intent of this Resolution and as may be required under the terms of the Fencing JPA.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager

FENCING CONSORTIUM JOINT POWERS AGREEMENT

THIS FENCING CONSORTIUM JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the Governmental Units identified in the attached Exhibit A (each a “**Member**” or collectively the “**Members**”).

RECITALS

- A. The civil unrest and resulting negative impacts on mental health, damage to buildings, and a reduction in overall safety experienced in the Seven County Metropolitan Area in recent years has given rise to a need for communities to have ready access to anti-scalable fencing. The anti-scale fencing can be set up to protect public buildings, critical infrastructure, and other key locations to de-escalate tensions between law enforcement and protestors as well as reduce the need to rely on crowd control measures to protect such locations from violent and destructive actors.
- B. Appropriate fencing to serve this purpose is produced by few vendors, currently all of which are located outside of the state.
- C. This type of fencing is expensive and the delays associated with attempting to identify and secure the delivery of fencing during the response to a critical incident may result in unnecessary risks to personnel and public property.
- D. By pooling resources and working cooperatively, communities can access high quality fencing, trained personnel, and related resources to assemble it in as efficient manner as possible to support de-escalation measures with protestors and protect facilities from violent and destructive actors.

AGREEMENT

In consideration of the mutual agreements and understandings, and intending to be legally bound, the Members hereby agree as follows:

ARTICLE I DEFINITIONS AND PURPOSE

- 1.1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) Additional Member. “Additional Member” means a Governmental Unit that submits a Membership Resolution after the Effective Date and that the Board votes to accept as a Member of the Fencing Consortium.
 - (b) Agreement. “Agreement” means this Fencing Consortium Joint Powers Agreement.

- (c) Board. “Board” means the Fencing Consortium Joint Board established by this Agreement.
- (d) Call Out. “Call Out” means a request by a Requesting Member to the Board requesting the deployment of the Fencing.
- (e) Critical Incident. “Critical Incident” means an event or occurrence that occurs within a Governmental Unit that is reasonably anticipated to result in, or that does result in, civil unrest focused against one or more public buildings, infrastructure, or other critical site with the Governmental Unit.
- (f) Deployment Site. “Deployment Site” means the specific location at which the Fence is to be assembled.
- (g) Deployment Team. “Deployment Team” means the public works personnel or others assigned by each Member who are responsible for responding to requests by Members to assemble and disassemble the Fencing at a Member’s Deployment Site in accordance with its Fencing Preplan.
- (h) Deployment Team Manager. “Deployment Team Manager” is the member of the Deployment Team designated as supervisor and who has operational control over the deployment and demobilization of the Fencing.
- (i) Effective Date. “Effective Date” means the date this Agreement goes into effect and the date by which Original Members must adopt the Membership Resolution. The Effective Date is September 2, 2022.
- (j) Extended Membership Area. “Extended Membership Area” means the area established by the Board outside of the Seven County Metropolitan Area in which Governmental Units are eligible to request membership in the Fencing Consortium.
- (k) Fencing. “Fencing” means the non-scalable, portable, free-standing fence secured by the Board and made available to Members under this Agreement.
- (l) Fencing Preplan. “Fencing Preplan” means a plan developed by a Governmental Unit showing the general location and length of the Fencing needed and the type and location of gates within the Fencing.
- (m) Governmental Unit. “Governmental Unit” means a local government or other political subdivision of the State that is authorized under Minnesota Statutes, section 471.59 to enter into a joint powers agreement. The term also includes state agencies and joint powers entities that own a public building.
- (n) Lease. “Lease” means the lease agreement between the Board and the Vendor to secure the Fencing for the Fencing Consortium and that sets out the terms for the

storage, delivery, and maintenance of the Fencing. The Lease may also establish the use charge the Requesting Member is required to pay the Vendor for the actual use of the Fencing.

- (o) Member. “Member” means an Original Member or an Additional Member. The term is used generally in this Agreement to refer to an individual current member Governmental Unit or, in its plural form, to all current member Governmental Units. A Governmental Unit must remain in good standing under this Agreement to remain a Member of the Fencing Consortium.
- (p) Member Assessment. “Member Assessment” means the amount determined annually by the Board to pay the costs of the Fencing Consortium and which is invoiced to each Member.
- (q) Membership Resolution. “Membership Resolution” means the resolution form a Governmental Unit adopts to join the Fencing Consortium. Any resolution that is not substantively the same in all respects as the form resolution developed for membership shall not constitute a Membership Resolution.
- (r) Notification System. “Notification System” means the communications or alert system, or systems, selected by the Board to issue a Call Out for the deployment of the Deployment Team and Fencing to a Requesting Member’s Governmental Unit.
- (s) Original Member. “Original Member” means a Governmental Unit that completed all requirements to enter into this Agreement prior to the Effective Date.
- (t) Public Works Mutual Aid Pact. “Public Works Mutual Aid Pact” means the Public Works Joint Powers Mutual Aid Agreement, which was originally effective as of July 1, 2018 and is incorporated herein by reference.
- (u) Requesting Member. “Requesting Member” means a Member who makes a request to the Board for the deployment of the Fencing in its Governmental Unit.
- (v) Seven County Metropolitan Area. “Seven County Metropolitan Area” means the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.
- (w) Staging Area. “Staging Area” means the location identified for the Deployment Team to gather at in response to a Call Out before convoying to the Deployment Site.
- (x) Surcharge. “Surcharge” means the amount an Additional Member is required to pay to join the Fencing Consortium as determined by the Board. The Surcharge is in addition to the amount the Additional Member is required to pay based on the length of its Fencing needs as shown in its Fencing Preplan. The Surcharge

includes the amount the Member is to pay for the Member Assessment for the year in which the Governmental Unit becomes a Member and any buy-in costs as determined by the Board.

- (y) Vendor. “Vendor” means the fencing company selected to provide the Fencing to the Fencing Consortium.

1.2. **Purpose.** It is the general purpose of this Agreement to:

- (a) To establish the Fencing Consortium, the responsibilities of the Members toward the Fencing Consortium, and to establish the “Fencing Consortium Joint Board” to govern the Fencing Consortium and its operations;
- (b) To authorize the Board to obtain and provide for the storage and deployment of Fencing in response to a Critical Incident and for other purposes as provided in this Agreement and as determined by the Board;
- (c) To authorize the Board to negotiate and enter into an agreement with a Vendor to obtain the Fencing and provide for its storage, delivery to, and return from a Requesting Member’s Governmental Unit;
- (d) To authorize the Board to establish policies and procedures for the deployment of the Fencing, the training and deployment of the Deployment Team, and on other matters as needed to achieve the purposes of this Agreement;
- (e) To authorize the Board to determine the Governmental Units eligible for membership in the Fencing Consortium, including expanding the eligible territory as it determines is appropriate; and
- (f) To authorize the Board, upon deliberation and continued communication with the Members, to revise the initial structure of the Fencing Consortium over time as it may determine is in the best interests of the Members to do things such as moving from a leasing arrangement to purchasing the Fencing and to provide for its storage, maintenance, and transportation.

ARTICLE II FENCING CONSORTIUM ESTABLISHED

2.1. **Established.** There is hereby established, by the execution of this Agreement, the “Fencing Consortium” as a joint powers entity formed pursuant to Minnesota Statutes, section 471.59, which is to be managed and operated by the Board pursuant to the terms of this Agreement.

2.2. **Scope.** This Agreement applies to those Governmental Units that are Members of the Fencing Consortium and provides for the operation of the Fencing Consortium by a Board of Directors elected as provided herein.

ARTICLE III MEMBERSHIP

3.1. **Original Members.** A Governmental Unit that adopts and submits the Membership Resolution to join the Fencing Consortium before the Effective Date shall be considered an Original Member under this Agreement. A Governmental Unit is eligible to be an Original Member of the Fencing Consortium if it satisfies all of the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is within the Seven County Metropolitan Area;
- (c) Has submitted a Fencing Preplan prior to the Effective Date; and
- (d) Has properly adopted and submitted a Membership Resolution prior to the Effective Date.

The Governmental Unit shall submit its Membership Resolution to the Chief of Police in the City of Crystal. The Membership Resolutions shall be transferred to the Board once it is formed. Membership Resolutions adopted after the Effective Date shall be sent to the Board.

3.2. **Additional Members.** After the Effective Date, a Governmental Unit may request to become an Additional Member of the Fencing Consortium if it satisfies the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is located within the Seven County Metropolitan Area or within the Extended Membership Area as determined by the Board;
- (c) Submits a Fencing Preplan;
- (d) Submits the fully adopted Membership Resolution; and
- (e) The Board votes to accept the Governmental Unit as an Additional Member.

Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

3.3. **Exception.** The membership requirement to be a member of the Public Works Mutual Aid Pact is to establish a mechanism through which local public works staff can be utilized to assist in the mobilization and demobilization of the Fencing within the Governmental Unit. However, there are entities that do not have their own public works staff, desire to become a Member of the Fencing Consortium, and for which local support

can be provided through another Governmental Unit. Therefore, a Governmental Unit that does not have a public works department or public works employees is not required to be a member of the Public Works Mutual Aid Pact to be eligible to become a Member of the Fencing Consortium, provided the following are complied with to the extent applicable:

- (a) If the Governmental Unit is a joint undertaking among other Governmental Units, the community in which any of the Governmental Unit's buildings are located and to which its Fencing Preplan applies must be a member of the Public Works Mutual Aid Pact; or
- (b) If the Government Unit relies on the county sheriff's department as the primary source of law enforcement services, that county must be a member of the Public Works Mutual Aid Pact.

3.4. **Requirement of Good Standing.** Continued membership in the Fencing Consortium shall be contingent upon: paying the annual Member Assessment and any additional charges as determined by the Board as provided herein; making public works staff available to participate as members of the Deployment Team; and on-going compliance with the other requirements, terms, and conditions of this Agreement and the policies and procedures adopted by the Board.

3.5. **Withdrawing from Membership.** A Member may withdraw from the Fencing Consortium as provided in Article XI of this Agreement.

ARTICLE IV FENCING CONSORTIUM JOINT BOARD

4.1. **Established.** There is hereby established the "Fencing Consortium Joint Board." The Board shall consist of five Directors elected by the Members in accordance with this Article. Directors shall serve without compensation from the Fencing Consortium. The Director positions shall be assigned as follows:

- (a) Two Directors representing law enforcement;
- (b) One Director representing fire;
- (c) One Director representing public works; and
- (d) One Director representing emergency managers.

4.2. **Initial Directors.** The Board shall initially be comprised of the following Directors ("**Initial Board**"):

- (a) Ryan Murphy, Commander, Special Operations Unit, Saint Paul Police Department and Ryan Seibert, Chief of Police, City of Chaska, representing law enforcement;
- (b) Ward Parker, Assistant Chief Operations, City of Eden Prairie, representing fire;
- (c) Daniel Ruiz, Director of Operations & Maintenance, City of Brooklyn Park, representing public works; and
- (d) Doug Berglund, Director, Emergency Management, Washington County Sheriff's Office, representing emergency managers.

The Initial Board shall be responsible for Organizing the Board and the Fence Consortium. The Initial Board shall conduct an election in 2022 for Members to elect three Directors to the Board. An election will then be held in 2023 for Members to elect the remaining two Directors to the Board. Those elected in 2022 shall assume their positions effective on January 1, 2023 and those elected in 2023 shall assume their positions on January 1, 2024. The Initial Board shall determine which positions are up for election in 2022 and 2023, except the two law enforcement Director positions shall be elected in separate years.

- 4.3. **Director Eligibility.** To be eligible to be elected to the Board a person must be currently employed by a Member and actively serving in the profession the person is proposed to represent on the Board. If a Director loses eligibility to continue serving on the Board, the position shall be deemed vacant and the vacancy filled as provided herein.
- 4.4. **Term.** Each Director serves a two-year term commencing on January 1. The terms shall be staggered to minimize the number of Directors up for election in the same year. The Initial Board shall determine the terms and the staggering of the positions as part of adopting the bylaws. A vacancy in the office of Director shall be filled by appointment of the Board until the next election, at which time the position shall be up for election for the remainder of the term.
- 4.5. **Election of Directors.** The annual election of Directors shall occur in accordance with this Agreement and the bylaws established by the Board. This process is not subject to federal, state, or local election laws or procedures. Instead, the intent is to provide a reasonable means for Members to nominate candidates and to select those whom they wish to serve on the Board. Each Member in good standing when the nomination process begins has an opportunity to nominate people from its Governmental Unit for any or all the open positions on the Board. All persons nominated to a position must be eligible to represent that position on the Board. The Board shall collect the nominations and prepare a ballot to be distributed among the Members for a vote. Each Member in good standing shall have one vote on each open position. A Member must determine for itself who is authorized to submit nominations and cast the vote on its behalf. The name of the Member submitting the ballot must be on the ballot. The Board shall tabulate the votes and provide the Members a list of the persons elected to the Board. The conducting of

the nomination and election process shall occur early enough in a year to allow the newly elected Directors to take their positions on the Board as of January 1.

- 4.6. **Director Duties.** Directors are responsible for carrying out the duties of the Board under this Agreement in a diligent and timely manner. If a Director fails to attend three consecutive Board meetings without reasonable cause, the Board may declare the office vacant and fill the position by appointment. The position will then be up for election at the next election for the remainder of the term.
- 4.7. **Board Officers.** Each year at its annual meeting the Board shall elect from among its Directors a Chair and a Vice-Chair. The Board shall also appoint a Secretary/Treasurer, which is not required to be selected from among the Directors. If the Secretary/Treasurer is not a Director, the person shall not have a vote. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer in the absence of the Chair. The Secretary/Treasurer shall take the minutes of Board meetings and shall serve as the finance manager for the Fencing Consortium. The Board shall adopt by-laws to establish its own procedures, provided such procedures are consistent with the purposes of this Agreement.
- 4.8. **Board Meetings.** The Board shall hold regular meetings on the schedule as established in its bylaws. The Board may also hold special meetings as needed upon the call of the Chair or upon the written request of two Directors given to the Secretary/Treasurer. Meetings of the Board are subject to the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The Secretary/Treasurer shall inform all Directors of special meetings, maintain a schedule of the Board's regular meetings, and shall post notice of any special meetings on the bulletin board designated by the Board for such notices or, if a bulletin board is not designated, upon the outside door of the building in which the Board meets. The Board may hold emergency meetings and such other meetings as allowed by law. The Board shall hold an annual meeting in January or in such other month as designated by the Board. The annual meeting may be held together with a regular meeting.
- 4.9. **Voting.** A majority of the Directors (three) shall constitute a quorum of the Board to meet and conduct the business of the Board. Each Director shall have an equal, non-weighted, vote. Unless specifically indicated otherwise herein, a majority vote of the Directors present at a meeting, if at least a quorum is present, shall be required for the Board to take action on any issue that comes before it. A Director must be present at a meeting to vote and shall not vote by proxy. A Director may be considered present and vote from a remote location to the extent allowed under Minnesota Statutes, chapter 13D.
- 4.10. **Powers of the Board.**
- (a) To take all actions necessary and convenient to discharge its duty to lease Fencing and to make it available to Members pursuant to the terms of this Agreement.

- (b) Establish policies and procedures for requesting, deploying, using, demobilizing, and returning the Fencing, and on such other operational matters as the Board may determine is appropriate. This power includes, but is not limited to, further refining the definition of Critical Incident as may be needed and otherwise identifying situations in which deployment of the Fencing is automatic and when it is discretionary with the Board.
- (c) Authorize one or more of its Directors to receive request from a Requesting Member and to issue a Call Out of the Fencing to a Critical Incident in accordance with established policies and procedures.
- (d) Obtain the Fencing initially by lease, or purchase with State appropriation, and then determine over time whether to purchase part or all of the Fencing provided under this Agreement. If the Fencing is purchased, to provide for its storage and deployment.
- (e) Select the notification system for the Call Out.
- (f) To adopt bylaws and rules or policies consistent with this Agreement as required to effectively exercise the powers, or accomplish the purposes, of the Fencing Consortium;
- (g) To interpret and apply the provisions of this Agreement in a manner that furthers its purpose and intent including, but not limited to, determining the eligibility of a Governmental Unit to become a Member;
- (h) To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to Members;
- (i) To establish a system to communicate budget and other information of interest to Members;
- (j) To enter into contracts in its own name;
- (k) Contract with an auditing firm to perform financial audits of the Fencing Consortium as the Board determines is appropriate;
- (l) To purchase any insurance and indemnity or surety bonds as necessary to carry out the purposes of this Agreement;
- (m) To seek, apply for, and accept appropriations (including legislative appropriations), grants, gifts, loans of money or other assistance as permitted by law from any person or entity, whether public or private;
- (n) To sue;

- (o) To annually charge and collect from Members a Member Assessment as needed to pay the on-going costs of the Fencing Consortium;
- (p) To determine and require the payment of a Surcharge by Additional Members joining the Fencing Consortium; and
- (q) To exercise all other powers necessary and incidental to carry out the purposes of this Agreement provided such powers are consistent with the purposes of the Agreement and are exercised in accordance with the applicable statutory powers of the Members.

4.11. **Powers Not Delegated.** The Members expressly reserve for themselves the following powers, which shall not be deemed delegated to, and may not be exercised by, the Board:

- (a) Hire employees;
- (b) Purchase real property;
- (c) Issue bonds; or
- (d) Undertake or otherwise perform any functions exceeding the general scope and purpose of this Agreement.

4.12. **Specific Duties of the Board.** The Board shall exercise the powers provided it under this Agreement to perform, in addition to the other duties provided for in this Agreement, the following specific duties:

- (a) Lease Fence. The Board shall enter into a Lease with the Vendor to obtain the Fencing and trailer(s) for transporting the Fencing. The Board shall ensure it secures and maintains a sufficient length of Fencing to cover the Member with the longest Fencing lengths as shown on the Fencing Preplans, rounded up to the nearest 500 feet. Initially, the Board shall base the amount of Fencing on the Fencing Preplans submitted by the Original Members. As Additional Members join the Fencing Consortium, the Board shall consider the Fencing needs and may secure additional Fencing as it determines is needed.
- (b) Fence Storage and Transport. The Lease shall require the Vendor to store the Fencing at a location agreeable to the Board, deliver the Fencing to the identified Staging Area upon the Board's request within the response timeframe identified in the Lease, and to address other transportation needs as specified in the Lease.
- (c) Select Notification System. The Board shall select a Notification Systems that will be used by Directors to Call Out the Deployment Team to a Requesting Member's Governmental Unit.

- (d) **Reports.** The Board shall prepare and distribute such reports to the Members as the Board determines are necessary to keep them informed of the Fencing Consortium's activities. The Board shall determine the best method for distributing such reports.
- 4.13. **Office.** The initial office of the Fencing Consortium shall be selected by the Board. The Board may change the location of the office as it determines is appropriate. The Board will hold its meetings at the designated office, but may also meet at such other locations as it determines appropriate to carry out its duties.
- 4.14. **Disbursements.** Except as otherwise provided, all unbudgeted disbursements and expenditures of the Fencing Consortium shall be approved by the Board. All checks issued by the Fencing Consortium from its funds shall be co-signed by two Directors designated by the Board.
- 4.15. **Fiscal Agent.** The Board may appoint, and enter into agreements with, a fiscal agent for the Fencing Consortium and may change the fiscal agent from time to time as it deems necessary. The fiscal agent may be a Member Governmental Unit. The Board may delegate authority to the fiscal agent to act on its behalf as the Board deems appropriate and in accordance with applicable laws.

ARTICLE V DEPLOYMENT OF THE FENCING

- 5.1. **Automatic Deployment.** The Fencing shall be made available for automatic deployment upon the occurrence of a Critical Incident in a Member's Governmental Unit. The Requesting Member shall notify a Director of a Critical Incident and a Director shall utilize the designated Notification System to Call Out the Deployment Team for deployment of the Fencing. The Deployment Team shall then respond to the Requesting Member to unload and assemble the Fencing at the Deployment Site. The process to request deployment and demobilization of the Fencing shall occur in accordance with this Agreement and the policies and procedures adopted by the Board. The Deployment Team Manager shall be responsible for coordinating the deployment and demobilization of the Fencing.
- 5.2. **Requesting Member Obligations.** A Requesting Member requesting deployment of the Fencing for a Critical Incident occurring in the Member's jurisdiction shall be responsible for the following:
 - (a) Providing security for the Deployment Team while it is conducting its work at the Deployment Site;
 - (b) Provide any equipment that may be needed to deploy or demobilize the Fencing that is not provided by the Vendor;

- (c) Pay the Vendor charges for the actual use of the Fencing. Such payments are to be made directly to the Vendor unless directed otherwise by the Board;
- (d) Providing food, water, first aid, and similar support to the Deployment Team as may reasonably be needed;
- (e) Contacting the Board or the Board's designee if there are any issues with the Fencing once it is in place; and
- (f) Complying with Board policies and procedures applicable to a Requesting Member, including avoiding any activities that may unreasonably damage the Fencing or expose the Deployment Team to an unreasonable risk.

- 5.3. **Discretionary Deployment.** A Member may make a request to the Board for the deployment of the Fencing in the Member's Governmental Unit for an event or occurrence other than a Critical Incident. The deployment of the Fencing for something other than a Critical Incident is left to the sole discretion of the Board. The Board shall consider all such requests at a meeting and determine whether to approve the Member's request. The Board shall adopt criteria or standards for determining when to allow the discretionary deployment of the Fencing and the requesting Member's obligations if the request is approved. The Board may delegate the authority to one or more Directors to determine whether to allow the discretionary deployment of the Fencing based on the criteria established by the Board.
- 5.4. **Non-Member Deployment.** The Board shall adopt standards and requirements for determining whether to allow the deployment of the Fencing in response to a Critical Incident that occurred in a non-member Governmental Unit. Nothing in this Agreement obligates the Fencing Consortium to deploy the Fencing to a non-member Governmental Unit.
- 5.5. **No Guarantee.** The Members understand and agree the deployment of the Fencing by the Deployment Team is a cooperative undertaking and that the Fencing Consortium cannot guarantee a certain response time or make any representations or warranties regarding response times, the Fencing, its assembly, or effectiveness. The Deployment Team will endeavor to respond as quickly as possible to a Critical Incident and to place the Fencing as shown in the Requesting Member's Fencing Preplan as provided in this Agreement and in accordance with Board policies and procedures.
- 5.6. **Demobilization.** The Member who receives the Fencing in response to a Critical Incident shall work with the Fencing Consortium to determine when to initiate the demobilization of the Fencing from the Deployment Site. For a discretionary deployment of the fence, the demobilization date shall be determined prior to the deployment. The Deployment Team shall be responsible for disassembling the Fencing as part of the demobilization. The Board shall establish such procedures and policies as may be needed to address the demobilization of the Fencing. The Board has the authority to recall the Fencing from a Member if it determines there is a more critical need for the Fencing in

another Governmental Unit that cannot be fulfilled by the remaining Fencing held by the Fencing Consortium.

ARTICLE VI MEMBERSHIP COSTS AND ASSESSMENTS

- 6.1. **Original Member Costs.** Each Original Member shall be responsible for paying a share of the Fencing costs based on the length of fence indicated in its Fencing Preplan as a percentage of the total amount of initial Fencing to be leased by the Board. The Board shall determine the amount each Original Member is required to pay and provide each an invoice together with a sheet showing the division of costs. Invoice shall be paid within 45 days of receipt.
- 6.2. **Additional Member Costs.** Each Additional Member shall be required to pay their share of the Fencing costs calculated as if they were an Original Member. Each Additional Member shall also be required to pay a Surcharge in the amount determined by the Board. The Surcharge is to pay the Additional Member's portion of the Member Assessment, any buy-in costs to cover a share of the Fencing and related costs, and to partially reimburse the costs paid by the existing Members. The Board shall apply the buy-in amounts collected to reduce the future charges to the existing Members.
- 6.3. **Member Assessments.** In addition to the initial Fencing costs each Member is required to pay, Members shall also be assessed for the on-going costs to operate and maintain the Fencing Consortium. These operational costs will be divided based on the Fencing costs formula and paid by each Member as a Member Assessment. The formula shall take into account the total length of Fencing held by the Fencing Consortium and then divided by the length of each Member's Fencing needs as indicated in the Fencing Preplan. The Board shall, as part of the annual budget, determine the total amount of the Member Assessments and the specific amount to be assessed each Member to pay the anticipated Fencing Consortium costs in the upcoming year.
- 6.4. **Payment of Member Assessments.** The Fencing Consortium shall invoice Members for their Member Assessment amount for the upcoming year. Invoices are to be sent no later than January 15th in the year for which the assessment is being imposed. Members shall pay their invoices in full within 45 days from the date of the invoice.
- 6.5. **Default.** Any Member who breaches or otherwise fails to comply with the terms and conditions of this Agreement including, but not limited to, failure to pay its Member Assessment in full by the due date, shall be considered in default of this Agreement. Any dispute regarding whether a Member is in default shall be determined by a vote of the Board. A Member shall not be considered in default until it has been notified in writing by the Board of the condition placing it in default. The notice of default shall indicate the Member is not in good standing and may be expelled if the default is not cured within 90 days. If a Member fails to fully cure a default within 90 days of the notice of default, the Board may issue a written notice of expulsion from the Fencing Consortium. Upon such notice, the Governmental Unit is no longer a Member of the Fencing Consortium as if the

Governmental Unit voluntarily elected to terminate its membership in the Fencing Consortium as provided herein.

ARTICLE VII MEMBER STAFFING REQUIREMENTS

- 7.1. **Public Works Staff.** Each Member is expected to assign member(s) of its public works staff to serve on the Deployment Team to train with the Fencing and to participate in the unloading, assembly, and demobilization of the Fencing at a Deployment Site. The providing of public works staff is through the Public Works Mutual Aid Pact and is at each Member's own cost.
- 7.2. **Training.** The Deployment Team shall train with the Fencing at least three times a year to familiarize the Deployment Team with the Fencing and to help ensure its rapid assembly at a Deployment Site in response to a Call Out. The Board shall work with the Deployment Team to determine a reasonable training schedule that does not negatively impact their regular duties.
- 7.3. **Employees.** The members of the Deployment Team are not employees of the Fencing Consortium. The assigned members shall remain employees of their Governmental Unit for all purposes including, but not limited to, workers' compensation coverage.
- 7.4. **Equipment.** Any damage to or loss of Member equipment utilized by the Deployment Team shall be addressed as provided in the Public Works Mutual Aid Pact.
- 7.5. **Liability.** Liability for the acts of the Deployment Team when responding to a Call Out shall be addressed in accordance with the terms of the Public Works Mutual Aid Pact. For the purposes of the Public Works Mutual Aid Pact, the Requesting Member shall be the "Requesting Party" and each of the Members assigning personnel to the Deployment Team shall be a "Sending Party."

ARTICLE VIII BUDGETING AND FINANCIAL REPORTING

- 8.1. **Fiscal Year.** The fiscal year of the Fencing Consortium is the calendar year.
- 8.2. **Annual Budget.** The Board shall prepare and adopt an annual budget as provided in this section.
 - (a) **Proposed Budget.** The Board shall prepare and approve a proposed budget for the upcoming fiscal year. The proposed budget shall account for all anticipated costs in

the upcoming year and indicate the amounts proposed to be assessed to the Members.

- (b) Notice to Members. The Board shall adopt a proposed budget and distribute it to the Members by no later than June 1st each year. Members may submit written comments to the Board regarding the proposed budget by no later than July 1st.
- (c) Final Budget. The Board shall consider the comments received from Members and shall act to adopt a final budget by no later than August 31st. The Board shall distribute a copy of the adopted annual budget to the Members. To reduce administrative costs given the potential number of Members, the Board may send notices and otherwise communicate with Members using email messages in lieu of mailing.

ARTICLE IX INSURANCE AND INDEMNIFICATION

- 9.1 **Insurance.** The Fencing Consortium shall purchase and maintain such insurance policies as the Board determines is necessary and appropriate to cover the Fencing Consortium, the Board, its operations, and, if required, the Fencing. By purchasing insurance the Members, the Fencing Consortium, and the Board do not waive, and shall not be construed as having waived, any exemptions, immunities, or limitations on liability provided by any applicable Minnesota Law, including Minnesota Statutes, Chapter 466 and section 471.59, subdivision 1a. Any uninsured liabilities incurred by the Fencing Consortium shall be paid by the Members in the same percentage as their Member Assessments as set out in this Agreement.
- 9.2 **Director Indemnification.** The Fencing Consortium shall defend and indemnify its Directors from any claim or damages levied against a Director arising out of the Director's lawful acts or omissions made or occurring in the good faith performance of their duties on the Board. The Fencing Consortium is not required to indemnify a Director for any act or omission for which the Director is guilty of malfeasance, willful neglect of duty, or bad faith.
- 9.3 **Member Indemnification.** The Fencing Consortium shall hold the Members harmless, individually and collectively, and will defend and indemnify the Members for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Fencing Consortium. The Fencing Consortium's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the Fencing Consortium or any or all Members of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a.
- 9.4 **Liability.** To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they, together with the Board, shall be

deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each Member to this Agreement expressly declines responsibility for the acts or omissions of the other Members.

SECTION X DISPUTE RESOLUTION

- 10.1 **Dispute Resolution Process.** The Members agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the Fencing Consortium. If a dispute is not resolved informally, the Members agree to use the following process to attempt to resolve any dispute they may have related to the Fencing Consortium.
- (a) Written Notice of Dispute. Any Member with a dispute regarding the Fencing Consortium or the Board may submit a written explanation of its dispute to the Fencing Consortium and to each Member. The Board shall make the email list of Members available for the purpose of providing this notice. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Member, relate directly to a matter within the scope of the Fencing Consortium or of the Board’s powers, and must suggest a solution.
 - (b) Review and Response by Board. Upon the Fencing Consortium’s receipt of a written dispute it shall be placed on the agenda of the Board’s next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within three months and shall provide each Member a copy of its response.
 - (c) Mediation. If the Member with the dispute is not satisfied with the Board’s response, it may file a written request with the Board for mediation. If the Member and the Board are not able to mutually agree on a mediator, the Member and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
 - (d) Binding Arbitration. If the dispute is not resolved in mediation, the aggrieved Member and the Board may agree to submit to a binding arbitration process. The arbitration shall be conducted in accordance with Minnesota Statutes, chapter 572B following the Commercial Arbitration Rules of the American Arbitration Association, unless the Board and the Member agree to follow different rules. The Members and the Board agree the decision of the arbitrator shall be binding on the Fencing Consortium and its Members.

**SECTION XI
WITHDRAWAL OF A MEMBER**

- 11.1 **Process.** A Member may withdraw from the Fencing Consortium by providing written notice to the Board of its intent to withdraw. To avoid a withdrawal from interrupting the on-going payments for the costs of the Fencing, the effective date of the withdrawal will depend on its timing with respect to the Board's work to set the budget for the upcoming year. If the Board receives the withdrawal notice prior to May 1st in a year, the effective date of the withdrawal will be December 31st of the same year. If the Board receives the notice after May 1st, the withdrawal will be effective December 31st of the following year.
- 11.2 **Effect of Withdrawal.** The withdrawing Member shall be responsible for paying its full Member Assessment for the full year in which the withdrawal is effective. Recognizing the Fencing Consortium is an ongoing concern, the Members agree the withdrawing Member shall not receive any reimbursement of the amounts it has paid and is not entitled to any share in the assets of the Fencing Consortium. Upon the effective date of the withdrawal, the former Member shall no longer be considered a Member under this Agreement.

**SECTION XII
DISSOLUTION OF FENCING CONSORTIUM**

- 12.1 **Dissolution Process.** The Fencing Consortium may only be dissolved by a joint resolution approved by four-fifths of the then current Members or by a unanimous vote of the entire Board on a dissolution resolution. Dissolution shall not be effective for at least six months from the adoption the resolution unless an earlier dissolution date is approved as part of the resolution. Prior to the effective date of the dissolution, the Board shall use the Fencing Consortium's assets to pay its outstanding obligations. If the assets on hand are not sufficient to pay all outstanding obligations, the Board shall impose a Member Assessment to collect sufficient funds to pay the outstanding amounts. The Board shall divide the amount needing to be collected by a Member Assessment using the same formula for other Member Assessments. The Fencing Consortium shall not be finally dissolved until its outstanding obligations are paid in full.
- 12.2 **Distribution of Assets and Property.** Upon dissolution, the Board shall distribute any remaining assets to the Members in proportion to the Member Assessment of each Member in effect as of the date of dissolution. The Board shall have the power to determine the best method for distributing the assets and to decide any disputes that may arise among the Members concerning such distribution.

**SECTION XIII
MISCELLANEOUS PROVISIONS**

- 13.1 **Official Copy.** This Agreement is being entered into through the adoption by each Member and the Membership Resolution. The Board shall maintain the official copy of this Agreement and maintain a list of the Original Members and the Additional Members.

The official copy shall constitute the Agreement, which shall be binding on all of the Members.

- 13.2 **Data Practices.** The Fencing Consortium shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). The Vendor shall be required to comply with the Act as provided in Minnesota Statutes, section 13.05. The Vendor shall be required to notify the Board if it receives a data request and to work with the Fencing Consortium to respond to it.
- 13.3 **Notices.** Any notice required or permitted to be given to the Fencing Consortium under this Agreement shall be given in writing, and shall be sent by first class mail to its current address. Notice to each Member shall be given in writing by first class mail or email to the Member’s chief of police or other designated contact person.
- 13.4 **Waiver.** The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 13.5 **Governing Law.** The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 13.6 **Headings and Captions.** The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 13.7 **No Third-Party Rights.** This Agreement is entered into for the sole benefit of the Members and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
- 13.8 **Good Faith.** Each Member shall act in good faith. In exercising its rights and fulfilling its obligations under this Agreement, each party acknowledges that this Agreement contemplates cooperation between and among the parties.
- 13.9 **Entire Agreement.** This Agreement, including the recitals and all of the Membership Resolutions, contains the entire understanding between the Members concerning the subject matter hereof.
- 13.10 **Amendments.** Amendments to this Agreement may be proposed by the Board or by at least 10% of the Members submitting a proposed amendment to the Board. The Board shall forward proposed amendments to the Members in the form of an amendment resolution. The Board will only forward amendments proposed by Members if it determines the proposed amendments are lawful and not contrary to the primary purposes of this Agreement. Members adopting the amendment resolution shall return a copy of

the executed resolution to the Board. A proposed amendment shall be considered approved if the amendment resolution is adopted by at least 90% of the then current Members.

- 13.11 **Examination of Books.** Pursuant to Minnesota Statutes, section 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the Fencing Consortium and the Vendor are subject to examination by the State. Members may examine the financial records of the Fencing Consortium upon reasonable request.
- 13.12 **Recitals and Exhibits Incorporated.** The recitals contained herein, and the Membership Resolutions, are incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the Members have, by adoption and execution of the Membership Resolution, entered into this Agreement as of the Effective Date or, if an Additional Member, as of the date of acceptance by the Board of the Membership Resolution.

[A list of all Members is maintained by the Fencing Consortium.]



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Jason Lindahl, Community Development Director
Date: July 26, 2022
Subject: **Increase In Minnesota Housing Financing Agency Loan Amount Related to WBL Hoffman Place, LLC**

SUMMARY

The City Council will consider a resolution of consent to allow WBL Hoffman Place, LLC to take a loan from the Minnesota Housing Finance Agency (MHFA) in the amount of \$821,333. The City is being asked to consent to this loan because WBL Hoffman Place, LLC has an additional loan from funds the City received for the project from Metropolitan Council.

BACKGROUND INFORMATION

In 2009 during the pre-development phase, the City of White Bear Lake applied to and was awarded \$300,000 in grant funds from the Local Housing Incentives Account (LHIA) program administered by Metropolitan Council for the development of Hoffman Place Apartments. The City had the option to pass through the funds as a grant or as a loan to the developers as a form of gap financing to assist in the creation of affordable housing. Due to the structure of the capital stack, it was determined it was necessary to award the funds as a loan. The loan is a 30-year, deferred, no-interest loan which is due December 31, 2039 or at the maturity of the MHFA loans. No funds for this \$300,000 loan came from City sources.

At this time, WBL Hoffman Place, LLC is seeking an additional \$821,333 in debt financing from MHFA to purchase the investor member and special member's interest in the apartments, pay off the Family Housing Loan, and pay off the Ramsey County Loan.

The additional financing from MHFA increases the amount of debt which has priority over the City's loan. The City's position in the subordination of debt would remain the same, behind that of MHFA. This would not otherwise alter the loan agreement with the City. MHFA has requested the City approve their loan of additional funds to the Developer and to execute a consent form signaling its approval.

RECOMMENDATIONS

Staff recommends the City Council adopt the attached resolution approving the additional MHFA loan for WBL Hoffman Place, LLC and authorizing the Mayor and City Manager to execute the Consent to Loan document requested by MHFA.

ATTACHMENTS

Resolution

RESOLUTION NO.

RESOLUTION CONSENTING TO AN INCREASE IN MINNESOTA HOUSING FINANCING AGENCY LOAN AMOUNT RELATED TO WBL HOFFMAN PLACE, LLC

WHEREAS, the resolution number is in the header of the document so that if the resolution extends beyond one page it can still be identified; and

WHEREAS, The Housing and Redevelopment Authority in and for the City of White Bear Lake, Minnesota (the Authority) previously approved the establishment of Tax Increment Financing District No. 26 (the TIF District) within Redevelopment District No. 1 (Redevelopment Project), and adopted a tax increment financing plan for the purpose of financing certain improvements within the Redevelopment Project; and

WHEREAS, the Authority and the City previously entered into a Contract for Private Development, dated June 1, 2009 (the Development Agreement) between the Authority, the City, and WBL Hoffman Place, LLC (the Developer). Pursuant to the Development Agreement, in exchange for building the Hoffman Place apartments within the TIF District, the Developer was provided a Tax Increment Revenue Note (the Note) to be paid with tax increment derived from the TIF District. The Note was initially delivered in the principal amount of \$362,000 for reimbursement of land acquisition costs and the construction of sidewalk improvements in accordance with the terms of the Development Agreement; and

WHEREAS, the Hoffman Place apartments received permanent financing from the Minnesota Housing Financing Agency (MHFA) in 2009. In order to secure the loan from MHFA, the Development Agreement was assigned to MHFA. Pursuant to the Development Agreement, the Authority and the City agreed to subordinate its interests in the Development Agreement to MHFA as the primary mortgage lender; and

WHEREAS, pursuant to the Master Subordination Agreement, dated August 19, 2010, executed by the Developer, MHFA, Ramsey County HRA, Wells Fargo, Family Housing Fund, and the City of White Bear Lake, entered into when the MHFA loans were provided to the Developer, the debt issued for the Hoffman Place has the following priority at this time:

MHFA Loan	\$1,810,443.60
MHFA Loan	\$1,374,883
Family Housing Fund	\$100,000
City	\$300,000
Ramsey County HRA	\$61,333; and

WHEREAS, The Developer has requested additional loan funds from MHFA in the amount of \$821,333. The new loan funds will be used to purchase the investor member and special member's interest in the Hoffman Place apartments, pay off the Family Housing Loan, and pay off the Ramsey County Loan; and

RESOLUTION NO.

WHEREAS, the loan provided by the City in the amount of \$300,000 was made from funds received from the Metropolitan Council's Local Housing Incentives Account (LHIA) and is not scheduled to be paid by the Developer until the later of December 31, 2039 or the maturity of the MHFA loans; and

WHEREAS, MHFA has requested that the City of White Bear Lake approve the loan of the additional funds to the Developer and has asked the City of White Bear Lake to execute a consent form approving the additional MHFA loan to the Developer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota, the Additional MHFA loan for the Hoffman Place apartments in the amount of \$821,333 is hereby approved.

BE IT FURTHER RESOLVED The Mayor and City Manager are hereby authorized to execute and deliver the Consent to Loan document requested by MHFA.

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

Ayes:
Nays:
Passed:

Dan Louismet, Mayor

ATTEST:

Lindy Crawford, City Manager



City of White Bear Lake
Finance Department

MEMORANDUM

To: Lindy Crawford, City Manager
From: Kerri Kindsvater
Date: July 26, 2022
Subject: Quarterly Finance and License Bureau Reports

SUMMARY

Attached is the Finance Department 2nd Quarter Report for 2022. The report contains columns which compares the 2021 and 2022 results for both the month of June and the year-to-date cumulative totals through June for financials. The report also contains columns which compare the fees and transaction type counts of 2021 and 2022 for both the month of June and the year-to-date cumulative totals through June for the license bureau.

Staff will present this information during the meeting and take questions or comments from the City Council.

RECOMMENDATION

This item is for review and discussion. No action by the City Council is necessary.

ATTACHMENTS

Finance and License Bureau 2022 2nd Quarter Report

**City of White Bear Lake
Summary of Revenues
As of June 30, 2022**

Items	Revised Budget	Current	YTD 2022	Percent 2022	YTD 2021	Percent 2021
General Fund						
01000 - Property Taxes	7,216,000	-	-	0.00%	-	0.00%
01000 - Licenses/Permits	1,006,690	71,920	627,990	62.38%	384,938	39.10% (a)
01000 - Fines	55,000	4,773	24,181	43.97%	28,638	52.07%
01000 - Administrative Citations	11,000	965	4,905	44.59%	21,360	118.67% (b)
01000 - Intergovernmental Revenue	2,143,315	3,191	394,049	18.39%	406,179	19.25%
01000 - Charges for Service	782,251	49,871	345,623	44.18%	314,079	43.70%
01000 - Franchise Fees	315,000	-	336,014	106.67%	307,570	100.00%
01000 - Interest	80,000	-	-	0.00%	-	0.00%
01000 - Miscellaneous	45,650	5,807	65,279	143.00%	49,376	89.86%
01000 - Transfers	1,293,000	101,583	609,500	47.14%	767,100	50.90%
Total General Fund	<u>12,947,906</u>	<u>238,110</u>	<u>2,407,541</u>	<u>18.59%</u>	<u>2,279,240</u>	<u>18.23%</u>
Special Revenue						
02020 - American Recovery Plan	1,369,007	1,413,839	2,264,507	165.41%	-	0.00%
02030 - Armory	67,300	881	25,932	38.53%	22,937	31.72%
02040 - Surface Water Pollution	236,170	17,592	111,771	47.33%	79,791	39.66%
02050 - Marina	400,000	-	400,000	100.00%	384,000	100.00%
05200 - Sports Center	619,165	52,598	255,585	41.28%	285,748	44.68%
02060 - Forfeiture	41,000	-	3,292	8.03%	25,230	61.54% (d)
04240 - Economic Development	488,800	117,090	266,722	54.57%	383,862	51.88%
Total Special Revenue Funds	<u>3,221,442</u>	<u>1,602,000</u>	<u>3,327,808</u>	<u>103.30%</u>	<u>1,181,567</u>	<u>33.84%</u>
Enterprise Funds						
05010 - Water	1,999,790	347,828	694,392	34.72%	475,730	10.34% (e)
05050 - Sewer	3,521,000	185,643	1,768,900	50.24%	1,679,438	46.75%
05100 - Refuse	1,762,333	159,414	895,047	50.79%	862,661	47.98%
05250 - Ambulance	2,456,000	341,197	1,184,561	48.23%	832,360	42.75%
05300 - Pioneer Manor	429,500	35,686	214,397	49.92%	202,233	48.98%
05350 - License Bureau	792,340	68,054	378,728	47.80%	330,968	44.33%
Total Enterprise Funds	<u>10,960,963</u>	<u>1,137,821</u>	<u>5,136,024</u>	<u>46.86%</u>	<u>4,383,390</u>	<u>33.46%</u>
Internal Service Funds						
06000 - Insurance	311,502	23,786	143,871	46.19%	136,238	24.21%
06200 - Employment Expense	3,790,798	291,753	1,816,869	47.93%	1,664,195	48.03%
Total Internal Services Funds	<u>4,102,300</u>	<u>315,538</u>	<u>1,960,740</u>	<u>47.80%</u>	<u>1,800,433</u>	<u>44.71%</u>
Total Revenues	<u>31,232,611</u>	<u>3,293,470</u>	<u>12,832,114</u>	<u>41.09%</u>	<u>9,644,629</u>	<u>29.12%</u>

Percent of Year Complete 50.00%

(a) 2022 revenues are higher as compared to this time last year due to a \$187,500 mechanical permit received in January 2022 for the White Bear Lake North Campus expansion/renovation.

(b) Administrative citation revenues vary based on the level of actual citations given out for the year.

(c) The City received \$1,369,008 in American Rescue Plan Aid in July 2021. At 12/31/21, \$850,668 of these funds had to be removed from revenue and presented in the City's financial statements as deferred revenue (a liability on the balance sheet) because the funds had not yet been spent on the planned projects. In 2022, these funds will be spent, so the City is able to recognize the \$850,668 as revenue. In addition, the City received an additional \$1,413,839 in American Rescue Plan aid in June 2022.

(d) Forfeiture revenues vary based on the level of actual vehicle seizure activity for the year.

(e) The 2022 percentage of actual revenue compared to total budgeted revenue is higher than in 2021 because \$2,554,000 of bond revenue was included in the 2021 budgeted revenues for the Water Meter Replacement Project.

City of White Bear Lake, MN
Summary of Expenditures
As of June 30, 2022

Items	Revised Budget	Current	YTD 2022	Percent 2022	YTD 2021	Percent 2021
General Fund						
01000 - Legislative	\$ 156,713	6,618	65,535	41.82%	61,873	40.34%
01000 - Administration	441,538	30,473	186,325	42.20%	182,931	46.13%
01000 - Finance	724,024	47,628	330,392	45.63%	306,490	46.98%
01000 - Legal Counselor	68,583	7,496	29,073	42.39%	25,116	32.42%
01000 - City Hall	355,682	21,150	155,417	43.70%	143,446	43.27%
01000 - Elections	84,505	40	46,281	54.77%	26,366	31.60% (a)
01000 - Public Safety Facility	86,547	8,860	57,894	66.89%	-	0.00% (b)
01000 - Police	5,174,627	367,072	2,346,048	45.34%	2,307,043	46.46%
01000 - Dispatch	223,300	18,044	92,752	41.54%	89,627	40.61%
01000 - Animal Control	24,433	1,231	7,233	29.60%	6,557	29.28%
01000 - Prosecution	158,233	25,450	76,310	48.23%	64,247	41.83%
01000 - Emergency Preparedness	16,569	398	8,346	50.37%	2,974	20.44%
01000 - Fire	1,105,721	77,571	481,548	43.55%	404,911	41.36%
01000 - Engineering	752,243	53,109	327,231	43.50%	292,470	44.29%
01000 - Public Works Facility	214,223	14,286	106,437	49.68%	96,519	45.71%
01000 - Garage	255,860	18,079	120,591	47.13%	62,994	35.54% (c)
01000 - Streets	613,432	45,255	230,343	37.55%	217,476	37.13%
01000 - Snow/Ice Removal	282,067	8,346	125,599	44.53%	112,853	43.45%
01000 - Street Lighting	218,084	14,315	77,456	35.52%	69,464	34.23%
01000 - Parks	716,092	88,464	338,027	47.20%	269,142	42.59%
01000 - Planning	375,393	27,370	140,002	37.29%	177,143	46.70%
01000 - Building & Code Enforcement	749,151	47,687	345,722	46.15%	268,899	42.14%
01000 - General Services/Contingency*	132,485	36,007	92,789	70.04%	64,696	45.70% (d)
Total General Fund	<u>12,929,505</u>	<u>964,948</u>	<u>5,787,351</u>	<u>44.76%</u>	<u>5,253,235</u>	<u>42.03%</u>
Special Revenue						
02020 - American Recovery Plan	1,875,900	2,520	51,543	2.75%	-	0.00%
02030 - Armory	78,355	5,564	35,678	45.53%	30,507	41.11%
02040 - Surface Water Pollution	361,927	8,525	58,137	16.06%	80,874	28.26% (e)
02050 - Marina	341,282	17,520	139,072	40.75%	128,444	34.03%
05200 - Sports Center	675,931	41,612	323,297	47.83%	291,773	45.52%
02060 - Forfeiture	34,100	(715)	25,171	73.82%	12,043	26.07% (f)
04240 - Economic Development	838,102	30,451	295,044	35.20%	387,961	26.16%
Total Special Revenue Funds	<u>4,205,597</u>	<u>105,477</u>	<u>927,940</u>	<u>22.06%</u>	<u>931,603</u>	<u>26.67%</u>
Enterprise Funds						
05010 - Water Distribution	1,209,898	66,764	722,331	59.70%	491,601	12.95% (g)
05010 - Water Treatment	1,070,336	52,226	302,969	28.31%	315,825	30.21%
Total Water	<u>2,280,234</u>	<u>118,990</u>	<u>1,025,299</u>	<u>44.96%</u>	<u>807,426</u>	<u>16.68%</u>
05050 - Sewer	3,444,603	69,847	1,568,389	45.53%	1,680,868	51.93%
05100 - Refuse	1,762,253	144,696	699,489	39.69%	704,401	40.80%
05250 - Ambulance	2,597,050	170,092	1,083,954	41.74%	936,715	44.58%
05300 - Pioneer Manor	523,302	16,615	98,450	18.81%	115,590	24.04%
05350 - License Bureau	945,878	63,210	396,817	41.95%	354,486	44.72%
Total Enterprise Funds	<u>11,553,320</u>	<u>583,449</u>	<u>4,872,398</u>	<u>42.17%</u>	<u>4,599,486</u>	<u>34.90%</u>
Internal Service Funds						
06000 - Insurance	445,750	21,166	294,574	66.09%	326,388	75.60%
06200 - Employment Expense	3,895,575	243,084	1,939,612	49.79%	1,761,007	48.59%
Total Internal Service Funds	<u>4,341,325</u>	<u>264,250</u>	<u>2,234,185</u>	<u>51.46%</u>	<u>2,087,395</u>	<u>51.46%</u>
Total Expenditures	<u>33,029,747</u>	<u>1,918,125</u>	<u>13,821,875</u>	<u>41.85%</u>	<u>12,871,719</u>	<u>38.74%</u>

Percent of Year Complete 50.00%

* General Services/Contingency YTD in 2022 includes \$52,443 of Northeast Youth & Family Services payments, \$3,274 in Senior Bus payments, \$36,007 for the White Bear Lake Conservation District 2022 Community Assessment, and \$1,794 for COVID test kits.

(a) Ramsey County did not invoice for 2nd quarter election services until July in 2021.

(b) The City created a new business unit in 2022 to account for shared expenditures in the Public Safety Building which had previously been allocated between the Police and Fire budgets.

(c) A second mechanic was hired in July 2021.

(d) Increase in 2022 over 2021 is due to the timing of the White Bear Lake Conservation District community assessment payment.

(e) In 2021, the City paid \$25,000 for a curb cut raingarden.

(f) In 2022, the City spent \$11,000 on the purchase of police equipment.

(g) The 2022 percentage of actual expenses compared to total budgeted expenses is higher than in 2021 because \$2,558,000 was budgeted in 2021 for the Water Meter Replacement Project. Also, \$234,000 has been spent on the Water Meter Replacement Project in 2022. The Water Meter Replacement Project did not start until July in 2021.

City of White Bear Lake, MN
Cash by Company
As of June 30, 2022

Total 00999 - CASH COMPANY	132,536.71	(a)
Total 01000 - GENERAL FUND	3,271,652.22	
Total 02020 - AMERICAN RECOVERY FUND	2,188,455.88	
Total 02030 - ARMORY FUND	24,344.89	
Total 02040 - SURFACE WATER POLLUTION PREV	875,656.76	
Total 02050 - MARINA FUND	566,036.17	
Total 02060 - FORFEITURE FUND	53,006.89	
Total 03040 - 1993 TAX INCREMENT BOND FUND	(125,149.68)	(b)
Total 03070 - NONBONDED DEBT SERVICE FUND	748,339.19	
Total 03071 - 2002 SPECIAL ASSESSMENT BONDS	(153,250.34)	(b)
Total 03081 - BOATWORKS TIF DEBT SERVICE	(83,030.23)	(b)
Total 03082 - G.O. STREET SC EQUIP 2018A	127,953.09	
Total 03083 - G.O. TAX ABATEMENT SC 2018B	42,595.08	
Total 03084 - G.O. IMPROVEMENT BONDS 2019A	311,937.87	
Total 03085 - G.O. STREET/EQUIP BONDS 2020A	282,064.35	
Total 03086 - G.O BONDS SERIES 2021A	140,689.05	
Total 03087 - G.O. IMPROVEMENT BONDS 2022A	61,557.44	
Total 04010 - PARK IMPROVEMENT FUND	1,455,567.34	
Total 04100 - EQUIPMENT ACQUISITION FUND	2,354,745.51	
Total 04240 - ECONOMIC DEVELOPMENT FUND	2,917,241.59	
Total 04300 - MUNICIPAL BUILDING FUND	441,179.17	
Total 04400 - INTERIM CONSTRUCTION FUND	5,914,252.72	
Total 04600 - HRA FUND	1,442,215.30	
Total 04770 - COMMUNITY REINVESTMENT FUND	7,409,018.47	
Total 05010 - WATER FUND	1,505,694.41	
Total 05050 - SEWER FUND	1,659,148.86	
Total 05100 - REFUSE FUND	421,874.05	
Total 05200 - SPORTS CENTER FUND	139,709.18	
Total 05250 - AMBULANCE FUND	324,765.19	
Total 05300 - PIONEER MANOR FUND	379,601.50	
Total 05350 - LICENSE BUREAU FUND	195,956.62	
Total 06000 - GENERAL INSURNANCE FUND	2,955,495.66	
Total 06200 - EMPLOYMENT EXPENSE FUND	1,842,184.51	
Total 07000 - DEPUTY REGISTRAR FUND	469.42	
Total 07020 - INVESTMENT FUND	106,105.44	
Total 07030 - EMPLOYEE FLEX SPENDING FUND	2,361.75	
Total 07040 - ESCROW FUND	3,628,721.96	
Grand Total	<u>43,561,703.99</u>	

(a) 00999 - Cash Company is used as a holding account for the City's automated accounts payable process. When a voucher is created, the automated accounts payable process only allows liabilities to go to one fund. For ease of reconciliation, the liability for all vouchers goes to Fund 00999. Once the payment is actually made, Fund 00999 is relieved of the liability and the expenditure is coded to the proper fund.

(b) These three debt service funds show negative cash. The principal and first half interest payments were made in February 2022, but the annual transfers in to cover these payments have not been made as of 3/31/2022.

**City of White Bear Lake
Schedule of Investments
June 30, 2022**

Institution	Type	Face Amount (Par)	Principal	Accrued Interest	Total Cost	Coupon Rate	Yield Rate	Buy Price	Trade Date	Purchase	Callable	Maturity	Balance	
RBC	Treas	US Treasury Note	400,000.00	409,921.88	96.69	410,018.57	1.750%	0.080%	102.480	01/19/21	01/20/21	No	07/15/22	400,000.00
RBC	Treas	US Treasury Note	200,000.00	199,738.00	11.74	199,749.74	0.125%	0.415%	99.940	02/16/22	02/17/22	No	07/31/22	199,749.74
RBC	Treas	US Treasury Note	300,000.00	300,180.00	147.10	300,327.10	0.125%	0.071%	100.060	06/21/21	06/22/21	No	07/31/22	300,000.00
RBC	CD	CD Merrick Bk South Jordan Utah	249,000.00	249,000.00	-	249,000.00	2.050%	2.050%	100.000	08/05/19	08/09/19	No	08/09/22	249,000.00
RBC	CD	CD CIT Bk Natl Assn Pasadena CA	247,000.00	247,000.00	-	247,000.00	1.950%	1.950%	100.000	08/07/19	08/23/19	No	08/23/22	247,000.00
RBC	CD	CD Bank Hapoalim BM New York	249,000.00	249,000.00	-	249,000.00	0.250%	0.250%	100.000	08/21/20	08/26/20	No	08/26/22	249,000.00
RBC	CD	CD Meridian Corp	249,000.00	249,000.00	-	249,000.00	0.100%	0.100%	100.000	02/16/21	02/26/21	No	08/26/22	249,000.00
RBC	CD	CD BMW Bank NA, Salt Lake City	248,000.00	248,000.00	-	248,000.00	0.800%	0.800%	100.000	03/06/20	03/13/20	No	09/13/22	248,000.00
RBC	Treas	US Treasury Note	400,000.00	408,476.30	32.61	408,508.91	1.500%	0.810%	102.119	03/16/21	03/17/21	No	09/15/22	400,000.00
RBC	FFCB	FFCB	300,000.00	300,000.00	-	300,000.00	0.120%	0.120%	100.000	12/15/20	12/22/20	06/22/21	09/22/22	300,000.00
RBC	Treas	US Treasury Note	400,000.00	408,906.25	1,465.66	410,371.91	1.375%	0.089%	102.227	01/19/21	01/20/21	No	10/15/22	400,000.00
RBC	Treas	US Treasury Note	300,000.00	306,057.00	1,711.20	307,768.20	1.375%	0.100%	102.019	03/12/21	03/15/21	No	10/15/22	300,000.00
RBC	Treas	US Treasury Note	300,000.00	300,090.00	54.01	300,144.01	0.125%	0.103%	100.030	06/21/21	06/22/21	No	10/31/22	300,000.00
RBC	Freddie	Freddie Mac	300,000.00	300,000.00	-	300,000.00	0.200%	0.200%	100.000	11/19/20	11/30/20	11/23/21	11/23/22	300,000.00
RBC	CD	CD First Fed Svgs & LN Assn OCD	249,000.00	249,000.00	-	249,000.00	0.150%	0.150%	100.000	11/19/20	11/25/20	No	11/25/22	249,000.00
RBC	CD	CD Medallion Bk Salt Lake City	249,000.00	249,000.00	-	249,000.00	1.700%	1.700%	100.000	11/19/19	11/29/19	No	11/29/22	249,000.00
RBC	CD	CD Winter Hill Bank FSB	249,000.00	249,000.00	-	249,000.00	0.150%	0.150%	100.000	12/02/20	12/10/20	No	12/09/22	249,000.00
RBC	Freddie	Freddie Mac	300,000.00	300,000.00	-	300,000.00	0.200%	0.200%	100.000	11/24/20	12/16/20	12/16/21	12/16/22	300,000.00
RBC	CD	CD Amerant Bk Natl	249,000.00	249,000.00	-	249,000.00	1.850%	1.850%	100.000	12/17/19	12/20/19	No	12/20/22	249,000.00
RBC	CD	CD Wells Fargo Natl Bank Las Vegas Nev	249,000.00	249,000.00	-	249,000.00	1.850%	1.850%	100.000	12/17/19	12/30/19	No	12/30/22	249,000.00
RBC	CD	CD Crossfirst Bk Leawood KS	245,000.00	245,000.00	-	245,000.00	1.450%	1.450%	100.000	06/03/22	06/10/22	No	01/10/23	245,000.00
RBC	Treas	US Treasury Note	300,000.00	307,594.44	733.43	308,327.87	1.500%	0.120%	102.531	03/12/21	03/15/21	No	01/15/23	301,050.87
RBC	CD	CD Encore Bk Little Rock Ark	249,000.00	249,000.00	-	249,000.00	1.400%	1.400%	100.000	06/03/22	06/17/22	No	01/17/23	249,000.00
RBC	CD	CD Bankunited A Svgs Bk Miami	249,000.00	249,000.00	-	249,000.00	0.100%	0.100%	100.000	01/13/21	01/22/21	04/22/21	01/23/23	249,000.00
RBC	CD	Academy Bk NA Colo Springs	249,000.00	249,000.00	-	249,000.00	0.150%	0.150%	100.000	07/20/21	07/28/21	No	01/30/23	249,000.00
RBC	Treas	US Treasury Note	400,000.00	399,600.00	156.25	399,756.25	0.125%	0.209%	99.900	11/22/21	11/23/21	No	01/31/23	399,756.25
RBC	Treas	US Treasury Note	300,000.00	297,300.00	131.56	297,431.56	0.125%	1.523%	99.100	06/03/22	06/07/22	No	01/31/23	297,431.56
RBC	Treas	US Treasury Note	500,000.00	523,242.19	5,388.93	528,631.12	2.375%	0.100%	104.648	01/13/21	01/14/21	No	01/31/23	506,093.12
RBC	Treas	US Treasury Note	400,000.00	410,546.88	2,361.41	412,908.29	1.375%	0.100%	102.637	01/19/21	01/20/21	No	02/15/23	401,277.29
RBC	Treas	US Treasury Note	300,000.00	310,768.80	464.09	311,232.89	2.000%	0.130%	103.589	03/12/21	03/15/21	No	02/15/23	301,819.89
RBC	CD	CD Homestreet Bk Washington	249,000.00	249,000.00	-	249,000.00	0.100%	0.100%	100.000	02/16/21	02/22/21	No	02/22/23	249,000.00
RBC	Treas	US Treasury Note	400,000.00	403,437.50	701.66	404,139.16	0.500%	0.100%	100.859	01/19/21	01/20/21	No	03/15/23	400,000.00
RBC	Treas	US Treasury Note	300,000.00	302,156.24	-	302,156.24	0.500%	0.140%	100.719	03/12/21	03/15/21	No	03/15/23	301,296.24
RBC	CD	CD Apollo Bk Miami FLA	249,000.00	249,000.00	-	249,000.00	0.100%	0.100%	100.000	02/23/21	03/17/21	No	03/17/23	249,000.00
RBC	Treas	US Treasury Note	400,000.00	401,250.00	266.48	401,516.48	0.250%	0.110%	100.313	01/19/21	01/20/21	No	04/15/23	400,000.00
RBC	Treas	US Treasury Note	300,000.00	300,624.00	311.13	300,935.13	0.250%	0.150%	100.208	03/12/21	03/15/21	No	04/15/23	300,000.00
Wells	FFCB	FFCB	400,000.00	400,068.99	40.28	400,109.27	0.125%	0.116%	100.017	05/25/21	05/26/21	No	04/27/23	400,000.00
Wells	FFCB	FFCB Bullet	1,000,000.00	990,300.00	5,076.39	995,376.39	2.125%	2.250%	99.030	02/10/15	02/11/15	No	05/15/23	995,376.39
RBC	Treas	US Treasury Note	400,000.00	401,296.88	98.90	401,395.78	0.250%	0.115%	100.324	01/19/21	01/20/21	No	06/15/23	400,000.00
RBC	Treas	US Treasury Note	300,000.00	300,539.34	185.44	300,724.78	0.250%	0.170%	100.180	03/12/21	03/15/21	No	06/15/23	300,239.56
RBC	CD	CD Flagstar Bk FSB Troy Mich	249,000.00	249,000.00	-	249,000.00	0.150%	0.150%	100.000	06/07/21	06/16/21	No	06/16/23	249,000.00
RBC	CD	CD Investors Svgs Bk Short Hills	249,000.00	249,000.00	-	249,000.00	0.200%	0.200%	100.000	06/18/21	06/30/21	No	06/30/23	249,000.00
RBC	Treas	US Treasury Note	300,000.00	299,940.00	5.18	299,945.18	0.125%	0.133%	99.980	01/19/21	01/20/21	No	07/15/23	299,945.18
RBC	Treas	US Treasury Note	300,000.00	299,615.40	61.12	299,676.52	0.125%	0.180%	99.872	03/12/21	03/15/21	No	07/15/23	299,676.52
RBC	CD	Institution for Svgs In NewburyPort & ITS Vic	249,000.00	249,000.00	-	249,000.00	0.250%	0.250%	100.000	07/19/21	07/29/21	No	07/31/23	249,000.00
RBC	CD	CD Community West Bk Goleta Calif	249,000.00	249,000.00	-	249,000.00	0.150%	0.150%	100.000	01/19/21	01/29/21	No	07/28/23	249,000.00

City of White Bear Lake
Schedule of Investments
June 30, 2022

Institution	Type	Face Amount (Par)	Principal	Accrued Interest	Total Cost	Coupon Rate	Yield Rate	Buy Price	Trade Date	Purchase	Callable	Maturity	Balance
RBC	CD	Bankers Bk Kans N A Wichita	249,000.00	249,000.00	-	249,000.00	0.200%	100.000	07/20/21	07/30/21	01/30/22	07/31/23	249,000.00
RBC	CD	United Fid Bk FSB Evansvile	249,000.00	249,000.00	-	249,000.00	0.150%	100.000	01/26/21	02/05/21	No	08/04/23	249,000.00
RBC	Treas	US Treasury Note	400,000.00	400,000.00	214.67	400,214.67	0.125%	100.000	01/19/21	01/20/21	No	08/15/23	400,000.00
RBC	Treas	US Treasury Note	300,000.00	316,815.00	580.11	317,395.11	2.500%	105.605	03/12/21	03/15/21	No	08/15/23	305,398.11
RBC	Treas	US Treasury Note	400,000.00	399,859.38	175.41	400,034.79	0.125%	99.965	01/19/21	01/20/21	No	09/15/23	400,000.00
RBC	Treas	US Treasury Note	300,000.00	299,166.00	99.86	299,265.86	0.125%	99.722	06/18/21	06/21/21	No	09/15/23	299,265.86
RBC	Treas	US Treasury Note	300,000.00	299,646.00	132.47	299,778.47	0.125%	99.882	07/22/21	07/23/21	No	09/15/23	299,778.47
RBC	Treas	US Treasury Note	400,000.00	399,843.75	133.24	399,976.99	0.125%	99.961	01/19/21	01/20/21	No	10/15/23	399,976.99
RBC	Treas	US Treasury Note	300,000.00	298,995.00	68.65	299,063.65	0.125%	99.665	06/18/21	06/21/21	No	10/15/23	299,063.65
RBC	Treas	US Treasury Note	300,000.00	299,499.00	101.43	299,600.43	0.125%	101.430	07/22/21	07/23/21	No	10/15/23	299,600.43
RBC	FFCB	FFCB	300,000.00	300,000.00	-	300,000.00	0.290%	100.000	10/22/20	11/02/20	11/02/21	11/02/23	300,000.00
UBS	CD	CD Northpointe Bk Grand Rapids MI	245,000.00	245,000.00	-	245,000.00	0.250%	100.000	10/28/20	11/13/20	No	11/13/23	245,000.00
RBC	Treas	US Treasury Note	300,000.00	299,784.00	75.41	299,859.41	0.250%	99.928	06/18/21	06/21/21	No	11/15/23	299,859.41
Wells	FFCB	FFCB	500,000.00	498,363.50	313.19	498,676.69	0.550%	99.673	01/04/22	01/05/22	No	11/24/23	498,676.69
RBC	Freddie	Freddie Mac	300,000.00	300,000.00	-	300,000.00	0.300%	100.000	11/16/20	12/01/20	06/01/22	12/01/23	300,000.00
RBC	FFCB	FFCB	300,000.00	300,000.00	-	300,000.00	0.280%	100.000	12/02/20	12/08/20	12/08/22	12/01/23	300,000.00
RBC	CD	CD Florida Cap Bk Natl Assn Tarpon Springs I	249,000.00	249,000.00	-	249,000.00	0.250%	100.000	11/19/20	12/17/20	No	12/18/23	249,000.00
RBC	Freddie	Freddie Mac	300,000.00	300,000.00	22.50	300,022.50	0.300%	100.000	10/07/20	10/08/20	12/29/21	12/29/23	300,000.00
Wells	FHLB	FHLB	400,000.00	399,894.25	40.11	399,934.36	0.190%	99.973	01/08/21	01/11/21	12/22/21	12/22/23	399,934.36
RBC	Treas	US Treasury Note	300,000.00	298,428.00	162.64	298,590.64	0.125%	99.476	06/18/21	06/21/21	No	01/15/24	298,590.64
RBC	Treas	US Treasury Note	300,000.00	299,370.00	8.15	299,378.15	0.125%	99.790	07/22/21	07/23/21	No	01/15/24	299,378.15
RBC	Treas	US Treasury Note	300,000.00	299,250.00	63.18	299,313.18	0.125%	99.750	09/14/21	09/15/21	No	01/15/24	299,313.18
RBC	Treas	US Treasury Note	300,000.00	297,390.00	133.49	297,523.49	0.125%	99.130	11/22/21	11/23/21	No	01/15/24	297,523.49
RBC	Treas	US Treasury Note	300,000.00	297,660.00	97.83	297,757.83	0.125%	99.220	10/18/21	10/19/21	No	01/15/24	297,757.83
RBC	Treas	US Treasury Note	300,000.00	289,890.00	986.19	290,876.19	0.875%	96.630	06/15/22	06/16/22	No	01/31/24	290,876.19
RBC	Treas	US Treasury Note	300,000.00	292,590.00	920.93	293,510.93	0.875%	97.530	06/03/22	06/07/22	No	01/31/24	293,510.93
RBC	Treas	US Treasury Note	300,000.00	297,516.00	72.51	297,588.51	0.875%	99.172	02/09/22	02/10/22	No	01/31/24	297,588.51
RBC	Treas	US Treasury Note	300,000.00	299,250.00	163.67	299,413.67	0.125%	99.750	07/22/21	07/23/21	No	02/15/24	299,413.67
RBC	Treas	US Treasury Note	300,000.00	297,810.00	66.24	297,876.24	0.125%	99.270	10/18/21	10/19/21	No	02/15/24	297,876.24
RBC	Treas	US Treasury Note	300,000.00	298,050.00	87.64	298,137.64	0.125%	99.350	11/08/21	11/09/21	No	02/15/24	298,137.64
Wells	FFCB	FFCB	300,000.00	299,734.09	95.83	299,829.92	0.250%	99.911	04/09/21	04/12/21	No	02/26/24	299,829.92
Wells	FHLB	FHLB	300,000.00	299,854.43	70.83	299,925.26	0.250%	99.951	04/23/21	04/26/21	No	03/08/24	299,925.26
RBC	Treas	US Treasury Note	300,000.00	300,000.00	264.95	300,264.95	0.250%	100.000	07/22/21	07/23/21	No	03/15/24	300,000.00
Wells	FHLB	FHLB	300,000.00	300,029.97	-	300,029.97	0.375%	100.000	09/09/21	09/22/21	12/22/21	03/22/24	300,000.00
RBC	Treas	US Treasury Note	300,000.00	299,100.00	1,254.10	300,354.10	2.250%	99.700	06/03/22	06/07/22	No	03/31/24	300,354.10
RBC	FHLMC	FHLMC	400,000.00	400,000.00	604.17	400,604.17	0.375%	100.000	09/02/21	09/03/21	10/08/21	04/08/24	400,000.00
RBC	Treas	US Treasury Note	300,000.00	288,900.00	162.91	289,062.91	0.375%	96.300	06/03/22	06/07/22	No	04/15/24	289,062.91
Wells	FHLB	FHLB	500,000.00	500,099.85	-	500,099.85	0.350%	100.020	06/10/21	06/23/21	12/23/21	04/23/24	500,000.00
RBC	Treas	US Treasury Note	300,000.00	299,790.00	140.63	299,930.63	0.250%	99.930	07/22/21	07/23/21	No	05/15/24	299,930.63
RBC	Treas	US Treasury Note	300,000.00	297,840.00	319.97	298,159.97	0.250%	99.280	10/18/21	10/19/21	No	05/15/24	298,159.97
RBC	Treas	US Treasury Note	300,000.00	296,760.00	652.17	297,412.17	2.500%	98.920	06/15/22	06/16/22	No	05/15/24	297,412.17
RBC	FHLB	FHLB	300,000.00	300,000.00	330.00	300,330.00	0.400%	100.000	09/02/21	09/03/21	11/24/21	05/24/24	300,000.00
RBC	CD	New York Community Bank	249,000.00	249,000.00	-	249,000.00	0.300%	100.000	06/01/21	06/03/21	No	06/03/24	249,000.00
RBC	Treas	US Treasury Note	300,000.00	299,610.00	77.87	299,687.87	0.250%	99.870	07/22/21	07/23/21	No	06/15/24	299,687.87
RBC	Treas	US Treasury Note	250,000.00	246,750.00	12.02	246,762.02	0.250%	98.700	12/21/21	12/22/21	No	06/15/24	246,762.02
RBC	CD	UBS Bk USA Salt Lake City Ut	249,000.00	249,000.00	-	249,000.00	0.350%	100.000	06/08/21	06/16/21	No	06/17/24	249,000.00

**City of White Bear Lake
Schedule of Investments
June 30, 2022**

Institution	Type	Face Amount (Par)	Principal	Accrued Interest	Total Cost	Coupon Rate	Yield Rate	Buy Price	Trade Date	Purchase	Callable	Maturity	Balance	
RBC	Treas	US Treasury Note	300,000.00	297,450.00	400.48	297,850.48	0.375%	0.700%	99.150	11/22/21	11/23/21	No	07/15/24	297,850.48
RBC	Treas	US Treasury Note	300,000.00	296,820.00	489.13	297,309.13	0.375%	0.793%	98.940	12/21/21	12/22/21	No	07/15/24	297,309.13
RBC	Treas	US Treasury Note	300,000.00	292,524.00	80.80	292,604.80	0.375%	1.423%	97.508	02/09/22	02/10/22	No	07/15/24	292,604.80
RBC	CD	Transportation Alliance Bk	249,000.00	249,000.00	-	249,000.00	0.350%	0.350%	100.000	07/20/21	07/23/21	No	07/23/24	249,000.00
RBC	CD	TCM Bk N A Tampa Fla	249,000.00	249,000.00	-	249,000.00	0.500%	0.500%	100.000	07/19/21	07/30/21	10/30/21	07/30/24	249,000.00
RBC	CD	CD Third Fed Svgs & Ln Assn	249,000.00	249,000.00	-	249,000.00	0.500%	0.500%	100.000	07/29/21	08/13/21	No	08/13/24	249,000.00
RBC	Treas	US Treasury Note	300,000.00	295,080.00	2,381.56	297,461.56	2.375%	3.163%	98.360	06/15/22	06/16/22	No	08/15/24	297,461.56
RBC	Treas	US Treasury Note	300,000.00	297,225.00	305.71	297,530.71	0.375%	0.718%	99.075	11/22/21	11/23/21	No	08/15/24	297,530.71
RBC	FFCB	FFCB	500,000.00	500,000.00	-	500,000.00	0.400%	0.420%	100.000	08/27/20	09/09/20	09/09/22	09/09/24	500,000.00
RBC	FHLB	FHLB	400,000.00	399,600.00	684.67	400,284.67	0.390%	0.423%	99.900	08/31/21	09/01/21	09/07/21	09/23/24	400,000.00
RBC	FHLB	FHLB	300,000.00	300,000.00	-	300,000.00	0.550%	0.550%	100.000	08/26/21	09/23/21	12/23/21	09/23/24	300,000.00
RBC	Treas	US Treasury Note	300,000.00	282,060.00	317.62	282,377.62	0.625%	3.312%	94.020	06/15/22	06/16/22	No	10/15/24	282,377.62
RBC	Treas	US Treasury Note	300,000.00	298,725.00	200.89	298,925.89	0.625%	0.774%	99.575	11/22/21	11/23/21	No	10/15/24	298,925.89
RBC	CD	Industrial and Commercial Bank	249,000.00	249,000.00	-	249,000.00	0.600%	0.600%	100.000	09/09/21	10/18/21	No	10/18/24	249,000.00
RBC	CD	Webbank UT US	245,000.00	245,000.00	-	245,000.00	0.750%	0.750%	100.000	11/09/21	11/29/21	02/28/22	11/29/24	245,000.00
RBC	FNMA	Fannie Mae	300,000.00	300,000.00	-	300,000.00	0.400%	0.400%	100.000	12/03/20	12/17/20	12/17/21	12/17/24	300,000.00
RBC	CD	CD Texas Exchange Bk Crowley	249,000.00	249,000.00	-	249,000.00	0.500%	0.500%	100.000	12/02/20	12/18/20	03/18/21	12/18/24	249,000.00
RBC	CD	CD Ally Bank UT	246,000.00	246,000.00	-	246,000.00	3.200%	3.200%	100.000	06/23/22	06/30/22	No	12/30/24	246,000.00
UBS	Treas	US Treasury Note	300,000.00	293,296.88	1,334.02	294,630.90	2.625%	3.460%	97.766	06/15/22	06/16/22	No	04/15/25	294,630.90
UBS	CD	CD Comenity Bank DE US	200,000.00	200,000.00	-	200,000.00	0.650%	0.650%	100.000	04/22/21	04/29/21	No	04/29/25	200,000.00
UBS	Treas	US Treasury Note	300,000.00	295,077.00	23.57	295,100.57	2.875%	3.456%	98.359	06/15/22	06/16/22	No	06/15/25	295,100.57
UBS	FHLB	FHLB	300,000.00	300,000.00	-	300,000.00	3.540%	3.540%	100.000	06/23/22	06/30/22	No	06/30/25	300,000.00
RBC	FHLMC	Federal Home Loan Mortgage Corp	300,000.00	298,650.00	-	298,650.00	3.000%	3.765%	99.550	06/15/22	06/30/22	09/30/22	06/30/25	298,650.00
							3.46 through 6/30/23, 3.39 through 12/30/23, 3.41 through 6/30/24, 3.53 through 12/30/24, 3.76 through 6/30/25							
RBC	FFCB	FFCB	300,000.00	300,000.00	-	300,000.00	0.390%	0.390%	100.000	01/05/21	01/14/21	04/14/21	07/14/25	300,000.00
Wells	FHLMC	FHLMC	500,000.00	486,548.88	416.67	486,965.55	0.375%	1.104%	97.310	12/10/21	12/13/21	No	09/23/25	486,965.55
RBC	CD	CD State Bk India Chicago Ill	249,000.00	249,000.00	-	249,000.00	0.500%	0.498%	100.000	01/08/21	01/22/21	No	01/22/26	249,000.00
RBC	CD	BMO Harris Bk Natl Assn	249,000.00	249,000.00	-	249,000.00	0.550%	0.550%	100.000	01/26/21	02/18/21	05/18/21	02/18/26	249,000.00
RBC	FHLB	FHLB	335,000.00	335,000.00	-	335,000.00	0.800%	0.800%	100.000	02/25/21	03/16/21	06/16/21	03/16/26	335,000.00
RBC	FHLB	FHLB	300,000.00	297,750.00	346.67	298,096.67	0.400%	1.306%	99.250	01/06/22	01/07/22	03/23/22	03/23/26	298,096.67
			300,000.00				.50 through 3/22, .60 through 9/22, .75 through 3/23, 1.00 through 9/23, 1.50 through 3/24, 1.50 through 9/24, 2.00 through 3/25, 2.00 through 9/25							
UBS	CD	CD Sallie Mae	245,000.00	245,000.00	-	245,000.00	0.900%	0.900%	100.000	06/22/21	06/30/21	No	06/30/26	245,000.00
UBS	CD	CD Toyota Finl Svg Bk NV US	245,000.00	245,000.00	-	245,000.00	0.950%	0.950%	100.000	07/14/21	07/15/21	No	07/15/26	245,000.00
UBS	CD	CD Morgan Stanley Pvt Bk	248,000.00	248,000.00	-	248,000.00	0.500%	0.500%	100.000	09/01/21	09/20/21	09/20/22	09/20/26	248,000.00
RBC	FHLB	FHLB Tax BDS 2020B	300,000.00	299,250.00	145.83	299,395.83	0.500%	1.230%	99.750	11/04/21	11/05/21	12/30/21	09/30/26	299,395.83
							.80 through 3/23, .90 through 9/23, 1.0 through 3/24, 1.25 through 9/24, 1.5 through 3/25, 2.0 through 9/25							
RBC	FFCB	FFCB	300,000.00	300,600.00	37.33	300,637.33	0.640%	0.606%	100.200	01/11/21	01/12/21	01/05/22	01/05/27	300,000.00
RBC	FFCB	FFCB	300,000.00	300,000.00	-	300,000.00	0.700%	0.700%	100.000	01/22/21	01/27/21	01/27/23	01/27/27	300,000.00
UBS	CD	CD Beal Bank Plano TX US	245,000.00	245,000.00	-	245,000.00	1.850%	1.850%	100.000	02/09/22	02/23/22	No	02/17/27	245,000.00
RBC	FHLB	FHLB	450,000.00	450,000.00	-	450,000.00	3.000%	3.000%	100.000	06/23/22	06/30/22	06/30/23	06/30/27	450,000.00
							3.0 through 6/30/23, 3.25 through 6/30/24, 3.49 through 6/30/25, 3.84 through 6/30/26, 4.237 through 6/30/27							
RBC	CD	CD JP Morgan Chase CO	246,000.00	246,000.00	-	246,000.00	0.750%	1.009%	100.000	11/24/20	11/30/20	05/30/21	05/30/28	246,000.00
							.75 through 5/30/25, 1.00 through 5/30/27, 2.25 through 5/30/28							
UBS	CD	CD Celtic Bk	245,000.00	245,000.00	-	245,000.00	1.400%	1.400%	100.000	08/05/21	08/25/21	02/25/22	08/25/28	245,000.00

**City of White Bear Lake
Schedule of Investments
June 30, 2022**

Institution	Type	Face Amount (Par)	Principal	Accrued Interest	Total Cost	Coupon Rate	Yield Rate	Buy Price	Trade Date	Purchase	Callable	Maturity	Balance
4M Fund		Open				Open	Open	100.000		Open		Open	1,412,780.03
RBC Insured Cash Sweep		Open				Open	Open	100.000		Open		Open	997,200.36
RBC Insured Cash Sweep Deposit in Transit													
UBS Money Market Fund		Open				Open	Open	100.000		Open		Open	1,438.50
Market Value Adjustment													(129,013.14)
													42,481,663.36

LICENSE BUREAU PERFORMANCE INDICATORS

June 30, 2022

FEES AND TRANSACTION COUNTS

	MONTHLY			CUMULATIVE		
	2022	2021	% Change	2022	2021	% Change
FEES	\$68,031	\$66,219	2.7%	\$377,795	\$332,953	13.5%
TAB RENEWALS	2,227	2,200	1.2%	14,921	11,013	35.5%
TITLE TRANSACTIONS	1,265	2,423	-47.8%	6,642	13,376	-50.3%
EVTR TRANSACTIONS	1,304	926	40.8%	6,653	3,468	91.8%
TOTAL MV	4,796	5,549	-13.6%	28,216	27,857	1.3%
D.L.	1,719	290	492.8%	9,215	1,300	608.8%
DNR	618	791	-21.9%	3,203	3,009	6.4%
GAME & FISH	29	44	-34.1%	183	169	8.3%
GRAND TOTAL*	7,162	6,674	7.3%	40,817	32,335	26.2%

DEALERS 1,753 2,461 -28.8% 9,790 13,007 -24.7%

DEALERS includes all dealership title, registration (regular and EVTR) and DNR transactions

PERFORMANCE BY HOURS

	MONTHLY			CUMULATIVE		
	2022	2021	% Change	2022	2021	% Change
TOTAL EMPLOYEE HRS	1,063.76	1,330.30	-20.0%	8,081.15	8,092.09	-0.1%
OVERTIME HOURS	0.50	0.75	-33.3%	10.75	13.60	-21.0%
TRANS PER HOUR*	6.73	5.02	34.1%	5.05	4.00	26.3%



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council
From: Lindy Crawford, City Manager
Date: July 26, 2022
Subject: **First Reading of a proposed interim ordinance authorizing studies and imposing a moratorium on the sale of Cannabis Products and on the establishment or expansion of Tobacco Shops**

SUMMARY

The City Council will conduct a first reading of a proposed interim ordinance authorizing studies and imposing a moratorium on the sale of cannabis products and on the establishment or expansion of tobacco shops in city limits.

The second reading of the proposed interim ordinance and a public hearing is scheduled for August 23, 2022.

BACKGROUND INFORMATION

Beginning on July 1, 2022, it became legal to sell certain products containing delta-9 THC ("THC Products") in Minnesota. The Act allows THC Products to be sold if certain requirements are met including that there are not more than 5mg of THC per dose and 50mg of THC per container; the purchaser is at least 21 years old; and the products are not marketed towards children.

The Minnesota Board of Pharmacy ("Board") is the state agency with oversight of THC Products. There is currently no state-level license required in order to sell THC Products and the Board does not test or approve products prior to their sale.

At their July 12, 2022 meeting, the City Council discussed the Act and ultimately decided that given there is a great deal of uncertainty regarding the new Act, it is in the City's best interest to adopt an interim moratorium ordinance to allow staff time to study the topic.

In addition, staff has determined there is a need to study current City regulations regarding retailers with a significant portion of their products and sales being of tobacco-related products. Therefore, staff suggests that the interim moratorium ordinance include tobacco shops.

Attached within is a draft of the interim moratorium ordinance for review and consideration at

the first reading. Given the sensitivity of the matter, staff has already submitted a public hearing notice to the White Bear Press for second reading and anticipated adoption of an interim moratorium ordinance at the August 23, 2022 City Council meeting.

RECOMMENDATIONS

Staff recommends the City Council conduct the first reading of the proposed interim ordinance authorizing studies and imposing a moratorium on the sale of Cannabis Products and on the establishment or expansion of Tobacco Shops in city limits.

ATTACHMENTS

Proposed Interim Ordinance

ORDINANCE NO.

**AN INTERIM ORDINANCE AUTHORIZING STUDIES AND IMPOSING A
MORATORIUM ON THE SALE OF CANNABIS PRODUCTS AND
ON THE ESTABLISHMENT OR EXPANSION OF TOBACCO SHOPS**

The City Council of the City of White Bear Lake does ordain as follows:

ARTICLE I. Legislative Findings

- (a) There is a great deal of uncertainty regarding the effect of Minnesota Laws 2022, Chapter 98 amending Minnesota Statutes, section 151.72 (“Act”) to allow the sale of edible cannabinoid products (“Cannabis Products”).
- (b) Because the proposal to allow the sale of Cannabis Products received little publicity until the Act went into effect on July 1, 2022, the City of White Bear Lake (“City”) did not have an opportunity to study and consider the potential impacts of the Act on the City. Nor did the City Council have sufficient time to engage in policy discussions regarding the regulations the City Council may elect to impose on the sale of Cannabis Products.
- (c) The Act authorizes the Minnesota Board of Pharmacy to enforce the Act, but the Act does not provide for any licensing of manufacturers or of those who sell Cannabis Products. The Act is also silent regarding the enactment of local regulations related to Cannabis Products.
- (d) The Legislature did not expressly prohibit or limit local regulations, and the regulations established in the Act clearly do not constitute the Legislature having occupied the field of regulation regarding the sale of Cannabis Products.
- (e) The City Council finds the uncertainties associated with sale of Cannabis Products, and the options for local regulation, compels the need for a study to develop information the City Council can rely on as it engages in policy discussions related to potential regulation of Cannabis Products through the adoption of licensing and zoning controls.
- (f) The City Council also determines there is a need to study its regulations regarding retailers with a significant portion of their products and sales being of tobacco-related products (“Tobacco Shops”).
- (g) The City currently does not expressly regulate Tobacco Shops as a separate use. The City has experienced businesses who have started a retail business, but have become a Tobacco Shop even though that use is not recognized as a permitted use in the City’s zoning regulations.

- (h) The City also recognizes a need to update its tobacco regulations to keep pace with recent changes in both federal and state laws.
- (i) The City Council is authorized to adopt an interim ordinance “to regulate, restrict, or prohibit any use . . . within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.” Minnesota Statutes, section 462.355, subdivision 4(a).
- (j) The City Council is also authorized as part of its general police powers to adopt business licensing requirements related to the sale of Cannabis Products and tobacco-related products.
- (k) The Minnesota Supreme Court in *Almquist v. Town of Marshan*, 245 N.W.2d 819 (Minn. 1976) upheld the enactment of a moratorium despite the lack of express statutory authority as being a power inherent in a broad legislative grant of power to municipalities. In most cases, the enactment of business licensing requirements is based on a city’s police powers, which is the broadest grant of power to cities. Inherent in that broad grant of authority is the power to temporarily place a moratorium on a business activity to study and potentially implement licensing regulations on that business activity.
- (l) There are both business licensing and zoning issues associated with the sale of Cannabis Products the City Council determines it needs time to study to consider the development and adoption of appropriate local regulations. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts its study and the City Council engages in policy discussions regarding possible regulations, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the sale of Cannabis Products.
- (m) In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts a study of Tobacco Shops and the sale of tobacco-related products, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the establishment and expansion of Tobacco Shops to allow the City time to complete its study, determine how such sales and uses should be regulated under the City Code, and to draft and enact such legislative updates as needed.

ARTICLE II. Definitions. For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings given them in this Article.

- (a) “Act” means 2022 Minnesota Session Laws, Chapter 98 (H.F. No. 4065), amending Minnesota Statutes, section 151.72.

- (b) “Cannabis Products” means Edible Cannabinoid Product and any other product that became lawful to sell for the first time in Minnesota effective July 1, 2022, as a result of the adoption of the Act.
- (c) “City” means the City of White Bear Lake.
- (d) “City Code” means the Municipal Code of White Bear Lake, Minnesota.
- (e) “Edible Cannabinoid Product” has the same meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(c).
- (f) “Electronic Delivery Device” means an electronic product that is designed to use, or that uses, liquids or pre-loaded cartridges to simulate smoking in the delivery of nicotine or any other substance through inhalation of the aerosol or vapor produced from the substance.
- (g) “Expand” means, with respect to a Tobacco Shop, increasing the amount of shelf space or floor area within an existing store used to display or sell Tobacco-Related Products. The term also includes increasing the size of the building or space in which the Tobacco Shop is located.
- (h) “Tobacco” means and includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
- (i) “Tobacco-Related Products” mean Tobacco and related materials and devices used in rolling, smoking, or storing Tobacco. The term includes Electronic Delivery Devices and the substances sold for use by such devices.
- (j) “Tobacco Shop” means a retail establishment with sales, or projected sales, of Tobacco-Related Products constituting at least 40% of the establishment’s total sales in any month.

ARTICLE III. Study. The City Council hereby authorizes and directs the City Manager to have City staff conduct a study on the following matters:

- (a) Cannabis Products. The City shall conduct a study regarding Cannabis Products and provide the City Council a report on the potential regulations of such products. The report shall include the City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations. The study shall consider, but is not limited to, the following:
 - (1) The potential impacts of the sale of Cannabis Products within the City;
 - (2) Licensing the sale of Cannabis Products and related regulations; and
 - (3) Zoning regulations related to the sale, manufacture, and distribution of Cannabis Products as uses within the City.
- (b) Tobacco Shops. The City shall conduct a zoning study regarding Tobacco Shops and the sale of Tobacco-Related Products to determine whether Tobacco Shops should be expressly allowed under the City Code, if so, in which zoning districts, and the types of performance standards and other restrictions that should be enacted to regulate the use.

ARTICLE IV. Moratorium. A moratorium is hereby imposed within the City on the following:

- (a) Cannabis Products. No business, person, or entity may offer for sale or sell Cannabis Products to the public within the jurisdictional boundaries of the City. The City shall not accept, process, or act on any application, site plan, building permit, or other zoning approval for a business proposing to engage in the sale of Cannabis Products; and
- (b) Tobacco Shops. No business, person, or entity shall establish or expand a Tobacco Shop within the City. The City shall not accept, process, or act on any tobacco license application, site plan, building permit, or zoning approval for a new or expanded Tobacco Shop.

ARTICLE V. Violations. During the period of the moratorium, it is a violation of this Ordinance to do any of the following within the City:

- (a) Offer for sale or sell Cannabis Products;
- (b) Establish a new Tobacco Shop; or
- (c) Expand an existing Tobacco Shop.

ARTICLE VI. Exceptions. The moratorium imposed by this Ordinance does not apply to the following:

- (a) The sale of medical cannabis or hemp products that were lawful to sell prior to the effective date of the Act;
- (b) Renewal of a tobacco license for a Tobacco Shop lawfully existing prior to the effective date of this Ordinance; and
- (c) The continued operation of a Tobacco Shop lawfully existing prior to the effective date of this Ordinance.

ARTICLE VII. Enforcement. A violation of this Ordinance shall be a misdemeanor. In addition, the City may enforce this Ordinance by mandamus, injunction, other appropriate civil remedy in any court of competent jurisdiction, or through the City’s administrative penalties program under Section 205 of the City Code.

ARTICLE VIII. Effective Date and Term. This Ordinance shall be effective upon the first day of publication after adoption and shall have a term of 12 months. This Ordinance shall remain in effect until the expiration of the 12 month term, until it is expressly repealed by the City Council, or until the effective date of an ordinance amending the City Code to address Cannabis Products and Tobacco Shops, whichever occurs first. The City Council may elect to repeal this Ordinance with respect to either the sale of Cannabis Products or the establishment or expansion of Tobacco Shops without affecting the restrictions imposed by this Ordinance on the other matter.

ARTICLE IX. General Provisions.

- (a) Not Codified. This Ordinance is transitory in nature and shall not be codified into the City Code.
- (b) Severability. Every section, provision, and part of this Ordinance is declared severable from every other article, section, provision, and part thereof. If any article, section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other article, section, provision, or part of this Ordinance.

Adopted this ____ day of _____ 2022.

Dan Louismet, Mayor

ATTEST:

City Clerk

Date of Publication: _____