



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, FEBRUARY 13, 2018
7:00 P.M. IN THE COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

Minutes of the Regular City Council Meeting on January 23, 2018

3. APPROVAL OF THE AGENDA

4. VISITORS AND PRESENTATIONS

A. Marketfest – Deb Stender

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

A. Consent

1. Resolution granting two variances for Frattallone’s Ace Hardware Store

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

A. Consideration of Ordinance repealing Section 403 of the municipal code and amending Article IX – Public Ways and Property by adding Section 906 – Right of Way

9. NEW BUSINESS

A. Resolution receiving feasibility report and ordering a public hearing for 2018 Street Reconstruction Project / 2018 Mill and Overlay Project, City Project Nos.: 17-06, 18-01, 18-06 & 18-13

10. HOUSING AND REDEVELOPMENT AUTHORITY

A. Call to order / roll call

B. Approval of the January 9, 2018 meeting minutes

- C. Approval of the agenda
- D. Consideration of Cross Parking and Access Easement Agreement between HRA, Oak Ridge and 4th Street Ventures and related extension of 4th Street Venture Parking Lease
- E. Adjournment

11. CONSENT

- A. Acceptance of minutes: November White Bear Lake Conservation District; November Park Advisory Commission; December Environmental Advisory Commission; January Planning Commission,
- B. Resolution approving lease amendments with Sprint Spectrum for placement of communications equipment on the city's monopoles at 3495 Century Avenue and 4701 Miller Avenue
- C. Resolution approving landlord's agreement for the property at 2125 4th Street
- D. Resolution approving massage therapy licenses

12. DISCUSSION

Nothing scheduled

13. COMMUNICATIONS FROM THE CITY MANAGER

- Fire Department Planning Process
- I-35E construction

14. ADJOURNMENT



MINUTES
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, JANUARY 23, 2018
7:00 P.M. IN THE COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

Mayor Emerson called the meeting to order at 7:00 p.m. Councilmembers Doug Biehn, Steven Engstran, Dan Jones, Bill Walsh in attendance. Kevin Edberg was excused absent. Staff members present were City Manager Ellen Richter, Finance Director Don Rambow, City Engineer Mark Burch, City Clerk Kara Coustry and City Attorney Andy Pratt.

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

Minutes of the Regular City Council Meeting on January 9, 2018.

It was moved by Councilmember **Walsh** seconded by Councilmember **Biehn**, to approve the Minutes of the Regular City Council Meeting on January 9, 2018.

Motion carried unanimously.

3. APPROVAL OF THE AGENDA

It was moved by Councilmember **Jones** seconded by Councilmember **Engstran**, to approve the agenda as presented.

Motion carried unanimously.

4. VISITORS AND PRESENTATIONS

Nothing scheduled

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution authorizing purchase of cardiac monitor/defibrillators

City Manager Richter reported that ambulances within the Fire Department are equipped with cardiac monitors/defibrillators that were recently decertified by the Federal Drug Administration (FDA). After researching products manufactured by the two leading manufacturers, the department is recommending purchase of the Lifepak 15 monitor from Physio-Control to replace the defective monitors. The cost to replace the four (4) monitor/defibrillators is \$124,128.

Ms. Richter explained that although replacement of the monitors was not accounted for in the 2018 budget, an amount of \$91,000 in the budget for hand-held radios/pagers will be redirected to assist with this expense. The remaining balance will be covered by savings realized in a recent dump truck purchase for Public Works.

In response to Councilmember Biehn, Ms. Richter clarified that the purchase amount of the monitors is \$124,128 rather than \$128,128 as stated in one location within the memorandum.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Jones**, to adopt **Resolution No. 12165** authorizing purchase of cardiac monitor/defibrillators in the amount of \$124,128.

Motion carried unanimously.

B. Resolution approving 2018 Pay Equity Compliance Report

City Manager Richter explained that the city must submit a Pay Equity Compliance Report every three years as part of the Minnesota Local Government Pay Equity Act. This is a measurement to ensure the city is complying with comparable worth. In essence, when employee classes (or positions) which are male-dominated are compared to similarly ranked employee classes that are female-dominated, they should be equitably compensated.

Ms. Richter was pleased to report that the city's Classification and Compensation Plan complies with comparable worth as demonstrated by statistics of the state-provided program. Staff recommends the City Council adopt the report, which staff will then submit to the state who will review and likely confirm the city's compliance with equitable pay.

Councilmember Walsh expressed his belief that the City of White Bear Lake would pay its people equitably regardless of this state-reporting requirement and suggested this could be one of those items added to the list of unfunded mandates.

Councilmember Biehn agreed that the City of White Bear Lake, with its urban values, would remain in compliance, however, he is aware of other organizations who would not remain in compliance with equitable pay should this state-reporting requirement be eliminated.

Councilmember Jones agreed with Councilmember Biehn and added that it can be more difficult for smaller organizations to get proportionate representation.

Ms. Richter clarified this report is reviewed by the Department of Administration, posted for employees and provided to the unions as well.

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn**, to adopt **Resolution No. 12166** approving 2018 Pay Equity Compliance Report.

Motion carried unanimously.

10. CONSENT

- A. Resolution authorizing temporary liquor licenses. **Resolution No. 12167**
- B. Resolution approving massage therapist license. **Resolution No. 12168**
- C. Resolution certifying fire suppression system installation charges at 2186 4th Street and assessing those charges to the property for collection as a special assessment. **Resolution No. 12169**
- D. Resolution authorizing an extension to the Comcast Cable Franchise Agreement. **Resolution No. 12170**

It was moved by Councilmember **Biehn**, seconded by Councilmember **Walsh**, to adopt the Consent Agenda as presented.

Motion carried unanimously.

11. DISCUSSION

- A. Staffing for lobby of Public Safety building

City Manager Richter shared the plan for staffing of the lobby of the Public Safety building in anticipation for transition of dispatch services to the Ramsey County in May. Administration staff in the Public Safety building have been monitoring traffic and are recommending a minimal weekday staffing model Monday – Friday from 7:30 a.m. – 10:00 p.m..

The current dispatch area will be reconfigured to provide a place for community service officers, officers and sergeants to write reports and a phone would be available in the vestibule for use to call 911 if needed.

Ms. Richter invited Council to call her to discuss any issues or concerns with the current lobby-staffing plan.

- B. DNR permitting requirements resulting from court ruling

City Manager Richter recapped that after the August court ruling by Judge Marrinan, the City joined the DNR in filing a motion to amend the findings and conclusions of law, a step in the appeal process. A hearing has been set for January 26th to hear arguments from plaintiffs and defendants regarding the motion. While the city waits for these proceedings, it must also prepare to comply with the court ruling.

Ms. Richter explained that there is a stay in place for the ruling, which expires this Friday. While the city and the DNR have asked for an extension of the stay, it may not be granted and must therefore prepare to comply with the court order containing four main provisions for DNR water permits.

Ms. Richter shared that one of the provisions is to enact a residential irrigation ban when the level of White Bear Lake is below 923.5 feet. The ban would continue until 924 feet is reached – something that has not happened for the past 13 years. There was also an imposition on existing DNR permits to enforce a phase down of per capita water use of 75 gallons per day and a total per capita use of 90 gallons per day – both of which the City of White Bear Lake are currently under. Thirdly, permits have already been amended to work toward a plan of total or partial conversion to surface water supply. This is something the city will coordinate with other affected communities in order to mitigate costs. Lastly, the city must submit a plan for measurable conservation goals as part of its DNR issued permit.

City Manager Richter explained that in preparation for compliance with the residential irrigation ban by the end of February, the city will be bringing first reading of an ordinance for an irrigation ban forward next month. This will include all irrigation, regardless of its source.

In response to Councilmember Biehn, City Attorney Pratt explained that although the court cannot order a municipality how to vote because the city has the legislative power under its charter and the state law to enact ordinances, someone could bring action against the city for not complying with the court order.

In response to Councilmember Jones, City Engineer Burch reported that since 1961, 41 years out of 58 years would have been under an irrigation ban as the level of the lake was below 923.5. Councilmember Jones also pointed out that the irrigation ban is only on residents and not imposed on schools, governments, companies, non-profits, churches, etc. Additionally, if a city, such as Lino Lakes and Saint Paul, have even one well included in its appropriation permit that lies within the five (5) mile radius, the entire jurisdiction is impacted by the ruling.

City Engineer Burch recapped, there are 11 cities impacted by this ruling from Stillwater to Saint Paul and Lake Elmo to Forest Lake. Each of them have a least one well on the municipal system within a five (five) mile radius of the lake. Mr. Burch reiterated that the DNR is required by the court to place these conditions on municipal water permits.

Councilmember Biehn stated that the city could expand the watering ban to include all entities within its jurisdiction. Councilmember Jones shared this sentiment and believed an irrigation ban should be unilateral and equitably applied throughout the city.

12. COMMUNICATIONS FROM THE CITY MANAGER

- Public Works updates – City Engineer Burch shared information related to a couple of water main breaks, one leading to a sewer main break over the weekend. Coming off a busy weekend, plows were out on Monday keeping the main routes cleared until 6pm when rush hour makes plowing difficult. Plows resumed again at 2am on Tuesday morning and had all of the side roads cleared by mid-day Tuesday.

- Willow Lane Elementary at Donatelli's – City Manager Richter encouraged people to go to Donatelli's for lunch served by the Willow Lane Elementary Fifth Graders from 11am– 1pm on any of the following Tuesdays: 1/30, 2/6, 2/13, 2/20, 2/27. This is a fun program Donatelli's sponsors in which Willow Lake students build work skills by applying, interviewing, training and working in various positions at the restaurant.
- Council Calendar – Ms. Richter presented a finalized 2018 Council Calendar for various work sessions throughout the year.
- Events – Ms. Richter shared that the Police Department is participating in the Polar Plunge this Saturday. Bearly Open and the Lions Club/VFW Fishing for Life for Veterans both occur the following Saturday on February 3rd.
- Utility billing – Ms. Richter pointed out a communication about utility rate adjustments, which will appear on the next utility bills. This information will be mailed out with the bills to explain the increases.
- Public Art – Ms. Richter was pleased to report that the public artwork will be ready to relocate to its new home near the Boatworks Commons sometime in early February. The artwork will be covered so that it can be unveiled to the public in a spring ceremony.
- South Shore Blvd Trail update – Mr. Burch reported that as a result of a grant, the city continues to work with the White Bear Township and Ramsey County on South Shore Street and Trail reconstruction and design study. Many comments from neighbors that are being considered as the study progresses. As recommendations come forward and a variety of options considered, Council should see a more finalized plan in the next couple of months.
- Sports Center update – Mr. Burch stated there was a pre-construction meeting yesterday and the project is on track. Contractors have ordered their materials and construction is set to begin on April 2nd with a plan for skating to open on September 1st.
- Street Reconstruction Projects– Mr. Burch reported that engineering staff has been working on the feasibility report for 2018 Street Reconstruction Projects, which has been challenging due to confined spaces and proximity of garages, trees, width of right-of-ways and alleyways. Sidewalks will be constructed on the south side of 11th Street from Stewart Avenue to Johnson, and on the south side of 9th Street, from Stewart Avenue to Johnson.

The City is looking to get a trail on Old White Bear Avenue and is currently recommending to keep the street 2-way, but narrowing the road to 24 feet to accommodate an 8 foot trail segment on the east side of the street. Car parking would be maintained as reinforced turf on the west side of Old White Bear Avenue - trailers would not be permitted to park there.

The City is also considering the addition of a trail option on Birch Lake Blvd South to extend around Birch Lake. Mr. Burch explained the current recommendation is to reduce down the size of the trail from 8 feet to 6 feet for a short segment, which will help preserve trees and consider proximity of a nearby home.

13. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Jones** seconded by Councilmember **Biehn** to adjourn the regular meeting at 7:40 p.m.

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Richter, City Manager

From: The Planning Commission

Through: Anne Kane, Community Development Director

Date: February 5, 2018 for the February 13th City Council Meeting

Subject: **FRATTALLONE'S ACE HARDWARE - Variance Request**
4798 Washington Avenue - Case No. 18-1-V

REQUEST

A variance to increase the allowable gross floor area of an individual retail business from 10,000 square feet GFA to 17,950 square feet GFA and a 32 stall parking variance.

SUMMARY

Other than the applicant, no one spoke to the matter. However, a neighboring business owner submitted an email indicating his support for the variance to allow the business to expand, citing it is "retail expansion, not new construction, fits the character of Downtown, Ace customers are generally a quick trip in and may also visit other area business, and they hire a number of White Bear students."

RECOMMENDED COUNCIL ACTION

On a 6-0 vote, the Planning Commission recommended approval of the variance as requested subject to the conditions in the Resolution.

ATTACHMENTS

Resolution of Approval
E-mail Letter of Support from neighboring business owner, dated 1/26/18

RESOLUTION NO. _____

**RESOLUTION GRANTING TWO VARIANCES
FOR THE FRATTALLONE'S ACE HARDWARE STORE
LOCATED AT 4796 WASHINGTON AVENUE
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, a proposal (18-1-V) has been submitted by Frattallone Family Partnership to the City Council requesting approval of a two variances from the Zoning Code of the City of White Bear Lake for the following location:

LOCATION: 4796 Washington Avenue

LEGAL DESCRIPTION: Lots 10, 11, and 12, Block 52, White Bear , except that part lying Northwesterly of the following described line: Beginning at a Point on the West line of said Block 52, distant 93 feet southerly of the northwest corner thereof; thence run Northeasterly to a point on the North line of said Block 52, distant 44 feet East of said Northwest corner and there terminating. (PID # 143022410037 and 143022410038)

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on January 29, 2018; and

WHEREAS, the Planning Commission recommends approval of the following:

- An 8,000 square foot variance from the 10,000 square foot maximum retail store area; and,
- A 32 stall variance from the parking requirements.

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

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

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

- 3. The variances will be in harmony with the general purpose and intent of the City Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- 4. The special conditions or circumstances are not the result of actions of the applicant.
- 5. The non-conforming uses of neighboring lands, structures, or buildings in the same district are not the sole grounds for issuance of the variances.

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

- 1. All application materials, plans, maps, drawings, and descriptive information submitted in this application shall become part of the building permit.
- 2. Per Section 1301.060, Subd.3, the variances shall become null and void if the project has not been completed or utilized within one (1) calendar year after the approval date, subject to petition for renewal.
- 3. Prior to the issuance of a Building Permit, the applicant shall provide proof that the two parcels have been unified into one PID (property identification) number.
- 4. The storefront display windows in the expansion area (4788 Washington Avenue) must be retained and incorporated into the façade improvements planned to extend to this portion of the building.
- 5. The applicant shall provide one van-accessible parking space in the lot in front of the building.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

Anne Kane

From: Dale Grambush <dale@grambush.com>
Sent: Friday, January 26, 2018 10:57 AM
To: Anne Kane
Subject: RE: Ace request

Anne,

Main Street did receive a letter but we don't have a meeting till the first Tuesday in February.

I think I will be at the meeting and supporting your recommendation. (If I'm not there please feel free to comment that I'm in favor of the expansion for a number of the same reasons staff is recommending approval. It's Retail Space, No new construction or Land area is being taken, fits the character of downtown, customers are a quick in and out but may also stop in for a lunch or treats at other downtown locations, and they hire a number of White Bear students.)

If they can keep the windows that's great, if they can't it's not a deal breaker. Maybe no "Ace truck" deliveries in the parking lot between 11 and 1, during the lunch rush.

Other good job by staff!

Dale

From: Anne Kane [mailto:akane@whitebearlake.org]
Sent: Friday, January 26, 2018 10:11 AM
To: 'Dale Grambush'
Subject: RE: Ace request

Dale:

Staff is recommending approval. Attached is our report.

Do you know whether Main Street has a position on the request?

Enjoy your weekend.

Creepy about the car at Franks! Glad he called it in.

From: Dale Grambush [mailto:dale@grambush.com]
Sent: Friday, January 26, 2018 10:01 AM
To: Anne Kane <akane@whitebearlake.org>
Subject: Ace request

Anne,

Can you tell me what position the city is taking for the Ace expansion?

Thanks,

Dale Grambush

PS. Frank Watson talked to you about a car parked in front of his house. Turned out to be a stolen car!



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Richter, City Manager

From: Jesse Farrell, Assistant City Engineer

Date: February 8, 2018

Subject: **Consideration of Ordinance Repealing Section 403 of the municipal code and amending Article IX – Public Rights of Way and Property by adding Section 906 – Right of Way**

BACKGROUND / SUMMARY

First reading of a revised Public Right of Way ordinance was held on December 12, 2017, with second reading held on January 9, 2018; action on its adoption was continued to the February 13, 2018 City Council meeting.

Over the last month, staff has had further discussions regarding how to best prepare the City for the eventual deployment of small cell wireless technology. To that end, the following revisions have been incorporated since second reading:

- **Stealth design:** Small Cell facilities come in all shapes and sizes. Many small cell installations throughout the country incorporate stealth design. Stealth design is a way to minimize negative visual impacts by concealing many of the antennas components.

"Small Cells"



Without collaborative City input:
"Small Cell" at
4471 Moraga Ave
Oakland →
(bulky boxes, tacky
bundles of wiring below
unpainted antennas and
noisy cooling fans)*

← **With collaborative City input:**
Verizon at 1367 Jones Street
in San Francisco
(unobtrusive and noiseless)
320 built; another 200 expected for other carriers



- Abandoned facility determination by the City: Small Cell represents a technological improvement that will likely be rapidly deployed. In the event the technology is leap-frogged, it is important that the City maintains an ability to clear the public space of unnecessary communication appurtenances.
- Remove CUP process: The Conditional Use Permit process for a Small Cell wireless facility located in residential or historic districts was eliminated. The Right of Way ordinance, coupled with the permitting process will achieve the same results in a more efficient manner for all zoning districts.
- Traffic Control Plan: In order to limit damage to sodded boulevards, sidewalks and trails, Small Cell wireless facilities must be accessed from on-street parking locations. The permit review process will require traffic control plans that will establish safe working conditions that prioritize public safety, while protecting public right of way.
- Permit fee: In order to capture the costs of site review, inspection and related work, a Small Cell wireless facility permit fee is allowed by state statute. Accordingly, a \$2,500 permit fee has been incorporated; this fee is comparable to several metro area communities.

RECOMMENDED COUNCIL ACTION

Staff recommends Council approval the revised Public Ways and Property Ordinance and adoption of the attached summary resolution for publication.

ATTACHMENTS

Ordinance
Summary Resolution

RESOLUTION NO.

**A RESOLUTION ESTABLISHING THE TITLE AND
SUMMARY APPROVAL OF ORDINANCES:**

RIGHT-OF-WAY ORDINANCE 18-2-2031

FOR PUBLISHED NOTICE.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City of White Bear Lake City Council hereby adopts the aforementioned title and summary for approved Ordinance No. 18-2-2031 as listed below:

RIGHT OF WAY ORDINANCE

The ordinance establishes permit requirements for work in the City's right-of-way, sets a fee for right-of-way permits and a sets forth a process for denying right-of-way permits.

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

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

ORDINANCE NO. 18-2-3031**AN ORDINANCE OF THE CITY OF WHITE BEAR LAKE, RAMSEY COUNTY, MINNESOTA, AMENDING ARTICLE IX – PUBLIC WAYS AND PROPERTY, OF THE WHITE BEAR LAKE CITY CODE, BY ADDING SECTION 906 – RIGHT OF WAY****THE COUNCIL OF THE CITY OF WHITE BEAR LAKE DOES ORDAIN:**

Section 1. The following chapter is added to the White Bear Lake City Code, at Article IX – Public Ways and Property:

906. Right of Way

§906.010 **PURPOSE AND INTENT.** To provide for the health, safety, and welfare of the citizens of the City of White Bear Lake, and to ensure the integrity of its streets and the appropriate use of its rights of way, the City strives to keep its rights of way in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this new chapter of this Code relating to right-of-way permits and administration. This chapter imposes reasonable regulations on the placement and maintenance of facilities and equipment currently within the City’s rights of way or to be placed therein at some future time. It is intended to complement the regulatory roles of governmental agencies separate from the City. Under this chapter, persons excavating and obstructing the City’s rights of way will bear financial responsibility for their work. Finally, this chapter provides for recovery of out-of-pocket and projected costs from persons using the City’s rights of way.

This chapter shall be interpreted consistently with 1997 Session Laws, Chapter 123, substantially codified in Minn. Stat. §§ 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the “Act”) and 2017 Minn. Laws, ch. 94, art. 9, amending certain portions of the Act, and the other laws governing applicable rights of the City and right-of-way users. This chapter shall also be interpreted consistent with Minn. R. 7819.0050–7819.9950 and Minn. R., ch. 7560 where possible. To the extent any provision of this chapter cannot be interpreted consistently with the aforementioned Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety, and welfare of the public.

§906.020 **ELECTION TO MANAGE.** Pursuant to the authority granted to the City under state and federal statutory, administrative and common law, the City hereby elects, pursuant to Section 237.163, subd. 2(b) of the Act, to manage rights of way within its jurisdiction.

§906.030 **DEFINITIONS.** The following definitions apply in this chapter of this Code. References hereafter to “sections” are, unless otherwise specified, references to sections in this chapter. Defined terms remain defined terms, whether or not capitalized.

Subd. 1. **Abandoned Facility.** A facility no longer in service or physically disconnected from another discrete portion of the facility, or from any other facility, that is in use or still carries

service. A facility is not abandoned unless (i) declared so by the right-of-way user, unless 45 days pass after a written notice is delivered from the City to the right-of-way user, inquiring as to whether the facility is abandoned, and no response is received from the right-of-way user, or (ii) the City undertakes reasonable due diligence to discover the facility is abandoned, such as through analyzing utility records relating to the facility, or observing the right-of-way user leaving the facility unused, or in disrepair.

Subd. 2. Act. Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086, as amended.

Subd. 3. City. The City of White Bear Lake, Minnesota, its elected officials, officers, employees, or agents.

Subd. 4. Collocate or Collocation. To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately or by the City or other governmental unit.

Subd. 5. Collocation Agreement. The Small Wireless Facility Collocation and Lease Agreement, utilized by the City in compliance with Section 237.163, subd. 3a(f) of the Act.

Subd. 6. Commission. The State of Minnesota Public Utilities Commission.

Subd. 7. Construction Security. Any of the following forms of security provided at permittee's option:

- (i) Cash deposit;
- (ii) Security of a form listed or approved under Minn. Stat. § 15.73, subd. 3;
- (iii) Irrevocable Letter of Credit, in a form acceptable to the City, with automatic renewal provisions;
- (iv) Self-insurance, in a form acceptable to the City; or
- (v) A blanket bond for projects within the City, or other form of construction bond, for a time specified and in a form acceptable to the City.

Subd. 8. Degradation. A decrease in the useful life of the right of way caused by excavation in or disturbance of the right of way, resulting in the need to reconstruct such right of way earlier than would be required if the excavation or disturbance did not occur.

Subd. 9. Degradation Cost. Subject to Minn. R. 7819.1100, means the cost to achieve a level of restoration, as determined by the City at the time the permit is issued, not to exceed the maximum restoration as set forth in Minn. R., parts 7819.9900 to 7819.9950.

Subd. 10. Degradation Fee. The estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right of way caused by

the excavation, and which equals the Degradation Cost.

Subd. 11. Delay Penalty. The penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

Subd. 12. Department. The department of public works of the City.

Subd. 13. Director. The director of the department of public works of the City, or her or his designee.

Subd. 14. Emergency. A condition that (1) poses a danger to life, health, or of a significant loss of property; or (2) requires immediate repair or replacement of facilities in order to restore service to a customer.

Subd. 15. Equipment. Any tangible asset used to install, repair, or maintain facilities in any right of way.

Subd. 16. Excavate. To dig into or in any way remove or physically disturb or penetrate any part of a right of way.

Subd. 17. Excavation Permit. The permit which, pursuant to this chapter, must be obtained before a Person may excavate in a right of way. An Excavation Permit allows the holder to excavate that part of the right of way described in such permit.

Subd. 18. Excavation Permit Fee. Money paid to the City by an registrant to cover the costs as provided in Section 906.120 of this Code.

Subd. 19. Facility or Facilities. Any tangible asset in the right of way required to provide a service.

Subd. 20. Local Representative. A local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

Subd. 21. Management Costs. The actual costs the City incurs in managing its rights of way, including such costs as those associated with registering registrants; issuing, processing, and verifying right-of-way or small-wireless-facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way or small-wireless-facility permits. Management costs do not include payment by a telecommunications right-of-way user for the use of the right-of-way, unreasonable fees of a third-party contractor used by the City including fees tied to or based on customer counts, access lines, or revenues generated by the right of way for the City, the fees and cost of litigation relating to the interpretation of the Act; or any ordinance enacted under those sections, or the City fees and costs related to appeals taken pursuant to Section 906.300 of this chapter.

Subd. 22. Micro wireless facility. A small wireless facility that is no longer than 24 inches long, 15 inches wide, and 12 inches high, and whose exterior antenna, if any, is no longer than 11 inches.

Subd. 23. Obstruct. To place any tangible object in a right of way so as to hinder free and open passage over that or any part of the right of way.

Subd. 24. Obstruction Permit. The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right of way, allowing the holder to hinder free and open passage over the specified portion of that right of way, for the duration specified therein.

Subd. 25. Obstruction Permit Fee. Money paid to the City by a permittee to cover the costs as provided in Section 906.120.

Subd. 26. Patch or Patching. A method of pavement replacement that is temporary in nature. A patch consists of (1) the compaction of the subbase and aggregate base, and (2) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions. A patch is considered full restoration only when the pavement is included in the City's capital improvement plan.

Subd. 27. Pavement. Any type of improved surface that is within the public right of way and that is paved or otherwise constructed with bituminous, concrete, aggregate, or gravel.

Subd. 28. Permit. Has the meaning given "right-of-way permit" in Section 237.162, subd. 7 of the Act.

Subd. 29. Permittee. Any person to whom a permit to excavate or obstruct a right of way has been granted by the City under this chapter.

Subd. 30. Person. An individual or entity subject to the laws and rules of the State of Minnesota, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

Subd. 31. Probation. The status of a person that has not complied with the conditions of this chapter.

Subd. 32. Probationary Period. One year from the date that a person has been notified in writing that they have been put on probation.

Subd. 33. Registrant. Any person who (1) has or seeks to have its equipment or facilities located in any right of way regulated by this chapter, or (2) in any way occupies or uses, or seeks to occupy or use, the right of way or place its facilities or equipment in the right of way.

Subd. 34. Restore or Restoration. The process by which an excavated right of way and surrounding area, including pavement and foundation, is returned to the same condition and life

expectancy that existed before excavation.

Subd. 35. Restoration Cost. The amount of money paid to the City by a permittee to achieve the level of restoration according to Commission rules.

Subd. 36. Right of way or Public Right of way. The area on, below, or above a public roadway, highway, street, cartway, bicycle lane, or public sidewalk in which the City has an interest, including other dedicated rights of way for travel purposes and utility easements of the City. A right of way does not include the airwaves above a right of way with regard to cellular or other non-wire telecommunications or broadcast service.

Subd. 37. Right-of-way Permit. Either the excavation permit, obstruction permit, or small-wireless-facilities permit, or any combination thereof, depending on the context, required by this chapter.

Subd. 38. Right-of-way User. (1) A “telecommunications right-of-way user,” as defined in Section 237.162, subd. 4 of the Act, or (2) a person owning or controlling a facility in the right of way that is used or intended to be used for providing a service, and who has a right under law, franchise, contract, license, or ordinance to use the public right of way.

Subd. 39. Service. Includes: (1) those services provided by a public utility, as defined in Minn. Stat. 216B.02, subs. 4 and 6; (2) services of a telecommunications right-of-way user, including transporting of voice or data information; (3) services of a cable communications system, as defined in Minn. Stat. ch. 238; (4) natural gas or electric energy or telecommunications services provided by the City; (5) services provided by a cooperative electric association organized under Minn. Stat., ch. 308A; and (6) water and sewer services, including service laterals, steam, cooling, or heating services.

Subd. 40. Service Lateral. An underground facility that is used to transmit, distribute or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer’s premises.

Subd. 41. Small Wireless Facility. A wireless facility that meets both of the following qualifications:

(i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or could fit within such an enclosure; and

(ii) all other wireless equipment associated with the small wireless facility, provided such equipment is, in aggregate, no more than twenty-eight (28) cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

Subd. 42. Small-Wireless-Facility Permit. The permit which, pursuant to this chapter, must be obtained before a person may install, place, maintain, or operate a small wireless facility in a public right of way to provide wireless service. A small-wireless-facility permit allows the holder to conduct such activities in that part of the right-of-way described in such permit. A small-wireless-facility permit does not authorize (1) providing any service other than a wireless service, or (2) installation, placement, maintenance, or operation of a wireline backhaul facility in the right of way.

Subd. 43. Small-Wireless-Facility Permit Fee. Money paid to the City by a permittee to cover the costs as provided in Section 906.120 of this Code.

Subd. 44. Stealth Design. A consistent design for small wireless facilities that incorporates the following elements: (i) no exposed conduit wires; (ii) no wooden pole structures; (iii) equipment attached to the facility located within the design and not visually distinct to the reasonable observer; and (iv) exterior color subject to City review to minimize negative visual aesthetic impacts to surrounding structures and properties.

Subd. 45. Supplementary Application. An application made to the City to excavate or obstruct more of the right of way than allowed in, or to extend or supply additional information to, a permit that has already been submitted or issued.

Subd. 46. Telecommunications Right-of-way User. A person owning or controlling a facility in the right of way, or seeking to own or control a facility in the right of way that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system defined and regulated under Minn. Stat. ch. 238, as amended, and telecommunication activities related to providing natural gas or electric energy services, a public utility as defined in Minn. Stat. § 216B.02, as amended, a municipality, a municipal gas or power agency organized under Minn. Stat. chs. 453 and 453A, as amended, or a cooperative electric association organized under Minn. Stat. ch. 308A, are not telecommunications right-of-way users for purposes of this chapter except to the extent such entity is offering wireless service.

Subd. 47. Trench. An excavation in the pavement, with the excavation having a length equal to or greater than the width of the pavement.

Subd. 48. Utility Pole. A pole that is used in whole or in part to facilitate telecommunications or electric service.

Subd. 49. Wireless Facility. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, that are not otherwise immediately adjacent to and directly associated with a specific antenna.

Subd. 50. Wireless Service. Any service using licensed or unlicensed wireless spectrum,

including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

Subd. 51. Wireless Support Structure. A new or existing structure in a right of way designed to support or capable of supporting small wireless facilities, as reasonably determined by the City.

Subd. 52. Wireline Backhaul Facility. A facility used to transport communications data by wire from a wireless facility to a communications network.

§906.040 ADMINISTRATION. The City Engineer and the Public Works Director are the principal City officials responsible for the administration of the public right of way, its permits, and the ordinances related thereto. The City Engineer or the Public Works Director may delegate any or all of the duties hereunder.

§906.050 REGISTRATION AND OCCUPANCY.

Subd. 1. Registration Prior to Work. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof, in any right of way without first being registered with the City.

Subd. 2. Exceptions. Nothing herein shall be construed to repeal or amend the provisions of a City ordinance permitting persons to plant or maintain boulevard plantings or gardens in the area of the right of way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right of way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this chapter. However, nothing herein relieves a person from complying with the provisions of the Minn. Stat. ch. 216D, (Excavation Notice System).

§906.060 REGISTRATION INFORMATION.

Subd. 1. Information Required. The information provided to the City at the time of registration shall include, but not be limited to:

(i) Each registrant's name, Gopher One-Call registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.

(ii) The name, address, and email address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

(iii) Copies of any current or proposed leases, licenses, or other agreements with any other third parties related to the City's right-of-way.

(iv) A certificate of insurance or self-insurance:

(a) Verifying that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the City;

(b) Verifying that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (1) use and occupancy of the right of way by the registrant, its officers, agents, employees, and permittees, and (2) placement and use of facilities and equipment in the right of way by the registrant, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;

(c) Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

(d) Requiring that the City be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term; and

(e) Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this chapter. Such amounts shall be no less than the current maximum tort liability amounts applicable to municipalities in Minn. Stat. §466.04, as amended.

(f) The City requires a copy of the actual insurance policies.

(g) If the registrant is a corporation, a copy of the corporate certificate that has been recorded and certified to by the Minnesota Secretary of State.

(h) A copy of the person's order granting a certificate of authority from the Commission or other authorization or approval from the applicable state or federal agency to lawfully operate, where the person is lawfully required to have such authorization or approval from said commission or other state or federal agency.

Subd. 2. Notice of Changes. The registrant shall keep all of the information listed above current at all times by providing to the City information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

§906.070 REPORTING OBLIGATIONS.

Subd. 1. Operations. Each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the City. Such plan shall be submitted using a format designated by the City and shall contain the

information determined by the City to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights of way.

The plan shall include, but not be limited to, the following information:

(i) The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year (in this section, a “next-year project”); and

(ii) To the extent known, the tentative locations and estimated beginning and ending dates for all projects contemplated for the five years following the next calendar year (in this section, a “five-year project”).

The term “project” in this section shall include both next-year projects and five-year projects.

By January 1 of each year, the City will have available for inspection a composite list of all projects of which the City has been informed of the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.

Thereafter, by February 1 of each year, each registrant may change any project in its list of next-year projects, and must notify the City and all other registrants of all such changes in said list. Notwithstanding the foregoing, a registrant may at any time join in a next-year project of another registrant listed by the other registrant.

Subd. 2. Additional Next-Year Projects. Notwithstanding the foregoing, the City will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the City if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

§906.080 PERMIT REQUIREMENT.

Subd. 1. Permit Required. Except as otherwise provided in this Code, no person may obstruct or excavate any right of way, or install or place facilities in the right of way, without first having obtained the appropriate right-of-way permit from the City to do so.

(i) *Excavation Permit*. An excavation permit is required by a registrant to excavate that part of the right of way described in such permit and to hinder free and open passage over the specified portion of the right of way by placing facilities described therein, to the extent and for the duration specified therein.

(ii) *Obstruction Permit*. An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right of way by placing equipment described therein on the right of way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

(iii) *Small-Wireless-Facility Permit*. A small-wireless-facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to

otherwise install a small wireless facility in the specified portion or the right of way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked. No small-wireless-facility permit is required to solely conduct: (1) routine maintenance of a small wireless facility; (2) replacement of a small wireless facility with a new facility that is substantially similar or smaller in size, weight, height, and wind or structural loading than the small wireless facility being replaced; or (3) installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes, however, a service provider is required to make written notice of such activities to the City if the micro wireless facility work will obstruct a public right of way. A small-wireless-facility permit is required for the work specified in this paragraph regardless of whether the registrant also possesses an excavation permit or an obstruction permit.

Subd. 2. Permit Extensions. No person may excavate or obstruct the right of way beyond the date or dates specified in the applicable permit unless (1) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and (2) a new permit or permit extension is granted.

Subd. 3. Delay Penalty. In accordance with Minn. Rule 7819.1000 subp. 3 and notwithstanding subd. 2 of this Section, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution. A delay penalty will not be imposed if the delay in completion is due to circumstances beyond the control of the registrant, including without limitation inclement weather, acts of God, or civil strife.

Subd. 4. Permit Display. Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

§906.090 PERMIT APPLICATIONS. Application for all permits described in this chapter must be made to the City. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- (i) Registration with the City pursuant to this chapter.
- (ii) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed work underlying the permit and the location of all known existing and proposed facilities.
- (iii) In the case of a small wireless facility, an executed Collocation Agreement.
- (iv) If the registrant does not own property upon which the facility will be located, a copy of a current lease or other document evidencing the registrant has the right to locate a facility on such property.
- (v) Payment of money due to the City for:

- (a) permit fees, estimated restoration costs, and other management costs;
- (b) prior obstructions or excavations, before issuance of the permit;
- (c) any undisputed loss, damage, or expense suffered by the City because of the registrant's prior excavations or obstructions of the rights of way or any emergency actions taken by the City; and
- (d) franchise fees or other charges, if applicable.

(vi) Payment of disputed amounts due to the City by posting security or depositing in an escrow account an amount equal to at least 110 percent of the amount owing, which shall be determined by the City.

(vii) Posting an additional or larger construction security for additional facilities when registrant requests an excavation permit to install additional facilities and the City deems the existing construction security inadequate under applicable standards.

§906.100 ISSUANCE OF A PERMIT AND CONDITIONS.

Subd. 1. Permit Issuance. If the registrant has satisfied the requirements of this chapter, the City shall issue a right-of-way permit.

Subd. 2. Conditions. The City may impose reasonable conditions upon the issuance of the permit and the performance of the registrant thereunder to protect the health, safety, and welfare or when necessary to protect the right of way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Excavation Notice System) and Minn. R., ch. 7560, each as amended.

Subd. 3. Traffic Control Plan. All registrants and servicers of facilities located within the City's right-of-way shall have access to on-street parking or nearby off-street parking to service the facility. No facility or structure shall be accessed by driving upon sodded boulevards, sidewalks or trails.

Subd. 4. Small Wireless Facility Conditions. In addition to subdivision 2, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right of way, shall be subject to the following conditions:

(i) A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application submitted by the registrant.

(ii) No new wireless support structure installed within the right of way shall exceed 50 feet in height without the City's written authorization, provided that the City may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect

the right of way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit. Any lower height limit imposed by the City shall be in congruence with maximum heights allowed in the applicable zoning jurisdictions, and the terms and conditions of the lower height shall be provided for in the underlying Collocation Agreement.

(iii) No wireless facility may extend above its wireless support structure.

(iv) Where a registrant proposes to install a new wireless support structure in the right of way, the City may impose reasonable separation requirements between such structure and any existing wireless support structure or other facilities in and around the right of way.

(v) All small wireless facilities shall be of a stealth design. Any deviations from this requirement must be requested by the registrant as part of the small wireless facility permit application, and if granted by the City, will be provided for in the Collocation Agreement.

(vi) Where a registrant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, in addition to stealth design requirements, the City may impose additional reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.

(vii) Where a registrant proposes to replace a wireless support structure, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

Subd. 5. Small-Wireless-Facility Agreement. A small-wireless-facility permit shall only be issued after the registrant has executed a Collocation Agreement with the City. The Collocation Agreement may require payment of the following:

(i) Up to \$150 per year for rent to collocate on a wireless support structure owned by the City.

(ii) \$25 per year for maintenance associated with the collocation.

(iii) If the registrant/permittee obtains electrical service through the City, a monthly fee for electrical service as follows:

(a) \$73 per radio node less than or equal to 100 maximum watts;

(b) \$182 per radio node over 100 maximum watts; or

(c) The actual costs of electricity, if the actual costs exceed the foregoing.

The Collocation Agreement shall be in addition to, and not in lieu of, the required small-wireless-facility permit, provided, however, that the registrant shall not be additionally required to obtain a

license or franchise in order to collocate. Issuance of a small-wireless-facility permit does not supersede, alter or affect any existing agreement between the City and the registrant established by the effective date of this chapter.

§906.110 ACTION ON SMALL-WIRELESS-FACILITY PERMIT APPLICATIONS.

Subd. 1. Deadline for Action. The City shall approve or deny a small-wireless-facility permit application within 90 days after filing of such application. The small-wireless-facility permit shall be deemed approved if the City fails to approve or deny the application within the 90-day review period.

Subd. 2. Consolidated Applications. A registrant may file a consolidated small-wireless-facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:

- (i) are located within a two-mile radius;
- (ii) consist of substantially similar equipment; and
- (iii) are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

Subd. 3. Tolling of Deadline. The 90-day deadline for action on a small-wireless-facility permit application may be tolled if:

(i) The City receives applications from one or more registrants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the City may extend the deadline for all such applications by 30 days by informing the affected registrants in writing of such extension.

(ii) The registrant fails to submit all required documents or information and the City provides written notice of incompleteness, with specificity as to the missing information, to the registrant within 30 days of receipt of the application. Upon submission of additional documents or information, the City shall have ten days to notify the registrant in writing of any still missing information.

(iii) The City and a small wireless facility registrant agree in writing to toll the review period.

§906.120 PERMIT FEES.

Subd. 1. Excavation Permit Fee. The City shall impose an excavation permit fee, as may

be set forth in the City's annual fee schedule, in an amount sufficient to recover the following costs:

- (i) City management costs;
- (ii) degradation costs, if applicable.

Subd. 2. Obstruction Permit Fee. The City shall impose an obstruction permit fee, as may be set forth in the City's annual fee schedule, in an amount sufficient to recover the City management costs.

Subd 3. Small Wireless Facility Permit Fee. From the effective date of this Ordinance until December 31, 2018, the small wireless facility permit fee shall be \$2,500 per permit. Thereafter, the small wireless facility permit fee shall be set forth in the City's annual fee schedule, in an amount sufficient to recover:

- (i) City management costs;
- (ii) Site plan review costs; and;
- (iii) City engineering and construction costs (if any) associated with collocation of small wireless facilities.

Subd. 4. Payment of Permit Fees. No excavation permit, obstruction permit, or small-wireless-facility permit shall be issued without payment of the corresponding permit fees.

Subd. 5. Non Refundable. Permit fees that were paid for a permit that the City has revoked for a breach as stated in Section 906.220 are not refundable.

Subd. 6. Application to Franchises. Unless otherwise agreed to in a franchise agreement, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise agreement.

§906.130 PATCHING AND RESTORATION.

Subd. 1. Timing. The work to be done under an excavation permit, and the patching and restoration of the right of way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable under Section 906.160.

Subd. 2. Patch and Restoration. A Permittee shall patch its own work. The City may choose either to have the permittee restore the right of way or to restore the right of way itself after the work is completed.

- (i) City Restoration. If the City restores the right of way, the permittee shall pay the

costs thereof within thirty (30) days of billing. If, following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the City, within thirty (30) days of billing, all costs associated with correcting the defective work.

(ii) *Permittee Restoration.* If the permittee restores the right of way, it shall at the time of application for an excavation permit post construction security in accordance with the provisions of this chapter.

(iii) *Degradation Fee in Lieu of Restoration.* In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for patching and the degradation fee shall not include the cost to accomplish these responsibilities.

Subd. 3. Standards. The permittee shall perform excavation, backfilling, patching, and restoration according to the standards and with the materials specified by the City and shall comply with Minn. Rule 7819.1100.

Subd. 4. Duty to Correct Defects. The permittee shall correct defects in patching or restoration performed by the permittee or its agents. The permittee upon notification from the City, shall correct all restoration work to the extent necessary, using the method required by the City. Said work shall be completed within five (5) calendar days of the receipt of the notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under Section 906.160.

Subd. 5. Failure to Restore. If the permittee fails to restore the right of way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City at its option may do such work. In that event the permittee shall pay to the City, within thirty (30) days of billing, the actual cost of restoring the right of way. If the permittee fails to pay as required, the City may exercise its rights under the construction security.

§906.140 JOINT APPLICATIONS.

Subd. 1. Joint application. Registrants may jointly apply for permits to excavate or obstruct the right of way at the same place and time. Registrants may not jointly apply for small-wireless-facility or conditional-use permits.

Subd. 2. Shared fees. Registrants who apply for permits for the same obstruction or excavation, which the City does not perform, may share in the payment of the obstruction or excavation permit fee. In order to obtain a joint permit, registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

Subd. 3. With City projects. Registrants who join in a scheduled obstruction or excavation performed by the City, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the excavation or obstruction and degradation portions of the

permit fee, but a permit is still required to provide the City with details regarding the project.

§906.150 SUPPLEMENTARY APPLICATIONS.

Subd. 1. Limitation on Area. A right-of-way permit is valid only for the area of the right of way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area must (1) apply for a supplementary application and pay any additional fees required thereby, and (2) be granted a new or amended permit or permit extension.

Subd. 2. Limitation on Dates. A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new or amended permit or an extension of the old permit before working after the end date of the previous permit.

§906.160 OTHER OBLIGATIONS.

Subd. 1. Compliance with Other Laws. Obtaining a right-of-way permit does not relieve a permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City pursuant to its current fee schedule, or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01-.09 (Excavation Notice System) and Minn. R., ch. 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right of way pursuant to its permit, regardless of who does the work.

Subd. 2. Prohibited Work. Except in an emergency, and with the approval of the City, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

Subd. 3. Interference with Right of way. A permittee shall not so obstruct a right of way that the natural free and clear passage of water through the gutters, ditches or other waterways shall be interfered with. Private vehicles of those doing work in the right of way may not be parked within or next to an area covered by a permit, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

Subd. 4. Trenchless excavation. As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minn. Stat. ch. 216D and Minn. R., ch. 7560 and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the Director.

§906.170 DENIAL OF PERMIT.

Subd. 1. Reasons for Denial. The City may deny a permit for failure to meet the requirements and conditions of this chapter or if the City determines that the denial is necessary to protect the health, safety, and welfare of the public or when necessary to protect the right of way and its current use.

Subd. 2. Procedural Requirements. The denial of a permit must be made in writing and must document the basis for the denial. The City must notify the registrant in writing within ten (10) business days of the decision to deny a permit. If an application is denied, the registrant may cure the deficiencies identified by the City and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The City must approve or deny the resubmitted application within 30 days after submission.

§906.180 INSTALLATION REQUIREMENTS. The excavation, backfilling, patching and restoration, and all other work performed in the right of way shall be done in conformance with Minn. R. 7819.1100 and 7819.5000 (for telecommunications) and other applicable local requirements, in so far as they are not inconsistent with Sections 237.162 and 237.163 of the Act. Installation of service laterals shall be performed in accordance with Minn. R., ch 7560 and this Code. Service lateral installation is further subject to those requirements and conditions set forth by the City in the applicable permits and agreements referenced in Section 906.230, subd. 2 of this chapter.

§906.190 INSPECTION.

Subd. 1. Notice of Completion. When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance with Minn. Rule 7819.1300. "As built" drawings are required to be completed by the permittee and distributed to the City within six (6) months of completion of the work.

Subd. 2. Site Inspection. The Permittee shall make the work site available to the City and to all others as authorized by law for inspection at all reasonable times during the construction of and upon completion of the work.

Subd 3. Authority of City.

(i) At the time of inspection, the Director or City Engineer may order the immediate cessation of any work which poses a serious threat to the life, health, safety, or well-being of the public.

(ii) The Director or City Engineer may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the Director or the City Engineer, as the case may be, that the violation has been corrected. If such proof has

not been presented within the required time, the Director or the City Engineer, as the case may be, may revoke the permit pursuant to Sec. 906.220 of this chapter.

§906.200 WORK DONE WITHOUT A PERMIT.

Subd. 1. Emergency Situations. Each registrant shall immediately notify the Director of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency.

If the City becomes aware of an emergency regarding a registrant's facilities, the City will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency. The City shall not be liable for any action or inaction taken under this paragraph.

Subd. 2. Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right of way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by this Code, deposit with the City the fees necessary to correct any damage to the right of way, and comply with all of the requirements of this chapter.

§906.210 SUPPLEMENTARY NOTIFICATION. If the obstruction or excavation of the right of way begins later or ends sooner than the date given on the permit, the permittee shall notify the City of the most accurate and up-to-date information as soon as this information is known.

§906.220 REVOCACTION OF PERMITS.

Subd. 1. Substantial Breach. The City reserves its right, as provided herein, to revoke any right-of-way permit without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit or relevant agreement. A substantial breach by a permittee shall include, but shall not be limited to, the following:

- (i) The violation of any material provision of the right-of-way permit.
- (ii) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens.
- (iii) Any material misrepresentation of fact in the application for a right-of-way permit.
- (iv) The failure to complete the work in a timely manner, unless a permit extension is

obtained or unless the failure to complete work is due to reasons beyond the permittee's control.

(v) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to Sec. 906.190.

Subd. 2. Written Notice of Breach. If the City determines that a permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation, or any condition of the permit, the City shall follow the procedural requirements of Sec. 906.170, subd. 2 of this chapter. In addition, the demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the City, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.

Subd. 3. Response to Notice of Breach. Within two (2) calendar days of receiving notification of the breach, the permittee shall provide the City with a plan, acceptable to the City, that will cure the breach. The permittee's failure to so contact the City, or the permittee's failure to timely submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit.

Subd. 4. Reimbursement of City costs. If a permit is revoked, the permittee shall also reimburse the City for the City's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

§906.230 MAPPING DATA.

Subd. 1. Information Required. Each registrant and permittee shall provide mapping information required by the City in accordance with Minn. R. 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the Director accurate maps and drawings certifying the "as-built" location of all equipment installed, owned, and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the City's electronic mapping system, when practical or as a condition imposed by the Director. Failure to provide maps and drawings pursuant to this subsection shall be grounds for revoking the permit.

Subd. 2. Service Laterals. All permits issued for the installation or repair of service laterals, other than "minor repairs" as defined in Minn. R. 7560.0150, subp. 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the Director reasonably requires it. Permittees or their subcontractors shall submit to the Director evidence satisfactory of the installed service lateral locations. Compliance with this subdivision 2 and with applicable Gopher State One Call law and Minnesota Rules governing service laterals installed after December 31, 2005, shall be a condition of any City approval necessary for:

(i) payments to contractors working on a public improvement project, including those under Minn. Stat. ch. 429; and

(ii) City approval under development agreements or other subdivision or site plan approvals under Minn. Stat. ch. 462. The Director shall reasonably determine the appropriate method of providing such information to the City. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or future permits to the offending permittee or its subcontractors.

§906.240 LOCATION AND RELOCATION OF FACILITIES.

Subd. 1. Location. Placement, location, and relocation of facilities must comply with the Act, with other applicable law, and with Minn. R. 7819.3100, 7819.5000, and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

Subd. 2. Undergrounding. Unless otherwise agreed in a franchise or other agreement between the applicable right-of-way user and the City, facilities in the right of way must be located or relocated and maintained underground. This regulation does not apply to small wireless facilities or micro wireless facilities.

Subd. 3. Limitation of Space. To protect the health, safety, and welfare of the public, or when necessary to protect the right of way and its current use, the City shall have the power to prohibit or limit the placement of new or additional facilities within the right of way. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the right of way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right of way, the time of year with respect to essential utilities, the protection of existing facilities in the right of way, and future City plans for public improvements and development projects which have been determined to be in the public interest. The City shall provide written findings to a registrant in connection with the prohibition of new or additional facilities within the right of way.

§906.250 PRE-EXCAVATION FACILITIES LOCATION. In addition to complying with the requirements of Minn. Stat. §§ 216D.01-.09 (Excavation Notice System) before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and vertical placement of all said facilities. Any registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

§906.260 DAMAGE TO OTHER FACILITIES. When the City does work in the right of way and finds it necessary to maintain, support, or move a registrant's facilities to protect it, the City shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right of way which it or its facilities damage. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the City's response to an emergency occasioned by that registrant's facilities.

§906.270 VACATION AND RESERVATION OF RIGHT. If the City vacates a right of way that contains the facilities of a registrant, the registrant's rights in the vacated right of way are governed

by Minn. R. 7819.3200.

§906.280 INDEMNIFICATION AND LIABILITY. By registering with the City, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the City in accordance with the provisions of Minn. Rule 7819.1250.

§906.290 ABANDONED AND UNUSABLE FACILITIES.

Subd. 1. Discontinued Operations. A registrant who has determined to discontinue all or a portion of its operations in the City must provide information satisfactory to the City that the registrant's obligations for its facilities in the right of way under this chapter have been lawfully assumed by another registrant.

Subd. 2. Removal. Any registrant who has abandoned facilities in any right of way shall remove it from that right of way within 90 days of abandonment, and must remove the facilities immediately if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the City.

§906.300 APPEAL. A registrant or a right-of-way user, as the case may be, that: (1) has been denied a permit; (2) has had a permit revoked; (3) believes that the fees imposed by the City are not in conformity with Section 237.163, subd. 6 of the Act; or (4) disputes a determination of the Director regarding Section 906.230, subd.2 of this chapter may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting, provided the registrant or right-of-way user, as the case may be, has submitted its appeal with sufficient time to include the appeal as a regular agenda item. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

§906.310 RESERVATION OF REGULATORY AND POLICE POWERS. A permittee's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances as necessary to protect the health, safety, and welfare of the public.

§906.320 SEVERABILITY. If any portion of this chapter is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. Nothing in this chapter precludes the City from requiring a franchise agreement with a registrant or right-of-way user, as allowed by law, in addition to requirements set forth herein.

Section 2. Chapter 403 of the White Bear Lake City Code, as enacted by the City Council through Ordinance No. 982, adopted on November 14, 2000, is hereby repealed in its entirety. This Ordinance shall be in full force and effect from and after its passage and publication according to law and the Charter of the City of White Bear Lake, Minnesota.

Adopted by the City Council of the City of White Bear Lake, Minnesota, this 13th day of February, 2018.

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Richter, City Manager

Date: February 8, 2018

Subject: **Resolution receiving feasibility report and ordering a public hearing for 2018 Street Reconstruction Project / 2018 Mill and Overlay Project, City Project Nos.: 17-06, 18-01, 18-06 & 18-13**

Attached is a report from the Public Works Director/City Engineer requesting the City Council to formally receive the 2018 Street Reconstruction and Mill/Overlay Feasibility Report and order public hearings for the improvements. Also attached is a memorandum from the Finance Director describing proposed methods of financing, which include issuance of \$3,000,000 in bonds.

City Council and staff have had several discussions at both work sessions, and during regular Council meetings regarding the City's need to begin bonding for future infrastructure improvements. As discussed and again described in the 2018 budget message, the City suspended its street reconstruction program in 2016 and 2017 in order to undertake mill & overlay projects, with the intention to resume its reconstruction program in 2018. It is anticipated that the street reconstruction program, which began in 1988, will require an additional 7-8 years before completion. Meanwhile, the mill & overlay program will continue for the foreseeable future; therefore, both programs will be taking place concurrently for the next several years. In the absence of significant interest revenues that have historically financed the majority of associated construction costs, the City will be required to borrow for future pavement management projects. This will subsequently impact the overall tax levy each year that borrowing is needed.

The City Council has had considerable discussion regarding infrastructure funding, and will continue these conversations as it reviews the draft 2018 – 2022 Capital Improvement Program at its next Council meeting, and again at its work session on March 6, 2018.



City of White Bear Lake
Engineering Department

MEMORANDUM

To: Ellen Richter, City Manager

From: Mark Burch, Public Works Director/City Engineer

Date: February 8, 2018

Subject: **Receiving Feasibility Reports and Ordering Public Hearings for the Proposed 2018 Street Reconstruction Project and 2018 Mill & Overlay Project. City Project Nos. 17-06, 18-01, 18-06 & 18-13**

BACKGROUND

The City of White Bear Lake owns and maintains a large network of public infrastructure including pavement, underground utilities, a water treatment plant and storage reservoirs, decorative street lighting, municipal buildings, parks grounds, and much more. Like everything else, public infrastructure facilities have a limited life cycle. Specific life spans for each type of infrastructure system is influenced by design and technology standards, construction methods, materials, amount and type of use, and environmental impacts. Of all of the infrastructure systems, street pavement has the shortest life cycle. This is primarily due to the extreme physical abuse and exposure to harsh environmental elements in addition to the use of economical bituminous asphalt material in construction as compared to the longer lasting reinforced concrete pavement.

As with any piece of infrastructure, bituminous pavement requires periodic maintenance and repair. In this regard, pavement must be treated in the same manner as walls, floors, and roofs. Inspection and minor routine maintenance will minimize problems when they occur and when damage is noted, timely repairs will prevent the damage from deteriorating into more severe problems that will be more expensive to replace. Relatively small scale expenditures on periodic maintenance will actually save money in the long run.

From the moment streets are built they begin to deteriorate. This occurs through a combination of oxidation, temperature changes, water intrusion, freeze/thaw cycles, subgrade failures, and traffic loading. In an effort to prolong the life of a street, both "routine maintenance" and "major maintenance" (rehabilitation), must be performed.

"Routine" maintenance is performed annually on city streets. Routine maintenance includes crack repair, filling potholes, patching, and temporary thin overlays. New streets typically receive minimal routine maintenance; however, as the roadway ages and becomes more distressed, the required maintenance becomes more frequent and expensive.

A typical asphalt pavement preservation strategy includes seal coating at 5-7 years, again at 12-14 years, then mill & overlay at 20-25 years.

A mill and overlay project consists of milling (grinding) off 2” of the top surface of asphalt. Then a new layer of asphalt is applied creating a smooth even driving surface which extends the overall life of the roadway. This type of project extends the length of time required between street reconstruction. The City will need to increase the use of this pavement rehabilitation practice in order to maintain the serviceability of its pavement infrastructure.

SUMMARY

The Engineering Department has prepared a Feasibility Report for a proposed 2018 Street Reconstruction Project. The streets included in the Feasibility Report for 2018 Street Reconstruction are:

- **Old White Bear Avenue** (from Cottage Park Road to South Shore Blvd)
- **Eighth Street** (from Stewart Avenue to Lake Avenue North)
- **Ninth Street** (from Stewart Avenue to Lake Avenue North)
- **Tenth Street** (from T.H. 61 to Alley East of Stewart Avenue)
- **Tenth Street** (from Morehead Avenue to Johnson Avenue)
- **Eleventh Street** (from T.H. 61 to Johnson Avenue)
- **Morehead Avenue** (from Seventh Street to Tenth Street)
- **Morehead Avenue** (from Eleventh Street to State Highway 96)
- **Johnson Avenue** (from Seventh Street to Eleventh Street)
- **Alleys** (Various alleys throughout the project area)
- **Birch Lake Boulevard South** (from Otter Lake Road to end Cul-De-Sac)

The Feasibility Report describes the current condition of the pavements, the improvements proposed for each street (watermain, sanitary sewer, storm sewer, stormwater treatment, concrete curb and gutter, sidewalks and bituminous pavement), the estimated cost of the various improvements and the resources necessary to fund the projects. The report concludes that the improvements are necessary and feasible from an engineering perspective.

The Engineering Department has also prepared a Feasibility Report for a proposed 2018 Mill & Overlay Project. These streets included in the Mill & Overlay Project have deteriorating asphalt wear courses but the base course and gravel base are in good condition. The streets can be improved by replacing the asphalt wearing course. The streets included in the 2018 Mill & Overlay Project include:

- **11th Street** (from Division Avenue to East Cul-De-Sac)
- **Sumac Circle** (from Sumac Ridge to Sumac Ridge)
- **Sumac Ridge** (from Bellaire Avenue to 1000’ East of Bellaire Avenue)
- **Manitou Drive** (from Fourth to Fifth Street)
- **Manitou Lane** (from Manitou Drive to Sumac Ridge)
- **Trail Reconstruction** (from White Bear Parkway to Birch Lake Boulevard)
- **Trail Reconstruction** (from County Road 96 to Birch Lake Boulevard North)

All streets included in this report have deteriorated to a point where rehabilitation is necessary. The proposed project will consist of milling 2” off the existing pavement, spot repairs of concrete curb and gutter. 11th Street will include removing and replacing the entire pavement section which is considered a partial reconstruction.

The Feasibility Report also includes the proposed assessment rolls which have been prepared for these projects. The proposed assessment rolls prepared for these projects follow the guidelines of the City Assessment Policy and recommendations from our appraisal consultant Dahlen, Dwyer, Foley & Tinker, Inc. Special considerations provided for in the policy for irregular shaped lots, large lots, corner lots and cul-de-sac lots have been followed.

The assessment rates are based upon the City's historical practice of funding 33% of the improvement cost through assessments to property owners and the remaining 67% of the cost by the City.

Based on current improvement cost estimates, the proposed street reconstruction assessment rates would be \$38.19 per assessable foot for residential properties, \$50.22 per assessable foot for apartments and \$60.95 per assessable foot for commercial properties. The corresponding mill and overlay assessment rates would be \$13.39 per assessable foot for residential properties, \$17.51 per assessable foot for apartments and \$21.32 per assessable foot for commercial properties. The partial reconstruction assessment rates are proposed to be \$26.78 per assessable foot for residential properties (11th Street). These rates are 3% higher than the rates used in 2017 to account for increases in construction prices. Funding for the proposed 2018 street improvement projects is detailed in the feasibility report (Appendix J) and is further explained in a memorandum from Finance Director Don Rambow which will be forwarded to the City Council.

PUBLIC IMPROVEMENT PROCESS

The preparation of a Feasibility Report on the proposed 2018 Street Reconstruction Project and 2018 Mill & Overlay Project is part of the formal process that the City Council must follow (in accordance with MN Statute 429) when proceeding with public improvements that include special assessments to property owners as part of the funding source. If the Council desires to proceed with the improvement process, the next step would be to conduct a public hearing for property owners to discuss the project directly with the City Council.

At a public hearing, the Engineering Department would present an overview of the proposed improvements, the estimated costs and the proposed funding sources. Property owners would have the opportunity to ask questions regarding the proposed improvements and assessments or express concerns about any aspect of the process. Following the public hearing the Council would consider whether or not to proceed with the project and would order the project advertised for bids if it desired to proceed. Once bids are received, the Council would be asked to consider the award of a contract prior to construction starting in the summer.

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council formally receive the Feasibility Report and order public hearings on the improvements for March 13, 2018.

ATTACHMENTS

Resolution

Feasibility Reports

Financing memo and attachments from Don Rambow, Finance Director

RESOLUTION NO.: _____

**A RESOLUTION RECEIVING FEASIBILITY REPORT
AND ORDERING A PUBLIC HEARING FOR
2018 STREET RECONSTRUCTION PROJECT /
2018 MILL AND OVERLAY PROJECT
CITY PROJECT NOS. 17-06, 18-01, 18-06 & 18-13**

WHEREAS, PURSUANT TO City Council direction on December 12, 2017, a Feasibility Report has been prepared by the Engineering Department with reference to the 2018 Street Reconstruction Project and the 2018 Mill and Overlay Project, City Project Nos. 17-06, 18-01, 18-06, & 17-13 – and these reports were received by the City Council on February 13, 2018.

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

1. The City Council accepts the Feasibility Report for the 2018 Street Reconstruction Project and 2018 Mill and Overlay Project.
2. The City Council will consider the improvement of such Street Reconstruction on **Old White Bear Avenue** (Cottage Park Road to South Shore Boulevard), **Eight Street** (Stewart Avenue to Lake Avenue North), **Ninth Street** (Stewart Avenue to Lake Avenue North), **Tenth Street** (T.H. 61 to Alley East of Stewart Avenue), **Tenth Street** (Morehead Avenue to Johnson Avenue), **Eleventh Street** (T.H. 61 to Johnson Avenue), **Morehead Avenue** (Seventh Street to Tenth Street), **Morehead Avenue** (Eleventh Street to State Highway 96), **Johnson Avenue** (Seventh Street to Eleventh Street), **Alleys** (Various Alleys throughout the project area), and **Birch Lake Boulevard South** (Otter Lake Road to Cul-De-Sac) in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429.
3. The City Council will consider the improvement of such Mill and Overlay on **11st Street** (Division Avenue to East Cul-De-Sac), **Sumac Circle** (Sumac Ridge to Sumac Ridge), **Sumac Ridge** (Bellaire Avenue to 1000' East of Bellaire Avenue), **Manitou Drive** (County Road D to Sumac Ridge), **Manitou Lane** (Manitou Drive to Sumac Ridge) and **Trail Reconstruction** (White Bear Parkway to Birch Lake Boulevard) and **Trail Reconstruction** (County Road 96 to Birch Lake Boulevard North) in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429.
4. A public hearing shall be held on such proposed improvements on the 13th day of March, 2018, in the City Council Chambers of the City Hall at 7:00 p.m., and the Engineering Department shall give mailed and published notice of such hearing and improvement as required by State Statute 429.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager
From: Don Rambow, Finance Director
Date: February 8, 2018
Subject: **2018 Street Improvement Projects - Financing**

BACKGROUND

In the last two years, street improvement projects were restricted to mill-overlay activity, which provided time for engineering staff to close several significant major construction projects (Highway 61, Boatworks, Marina) and prepare for future construction activity involving street reconstruction and mill-overlay.

Over the past decade, the City was able to utilize interest earnings and revenue streams supplemented by reserve funds to finance street improvements projects. No bonding (borrowing) was required as these revenues provided sufficient resources to finance planned street projects. With today's low interest earnings and a depleted reserve fund, other funding mechanisms will be required to cover anticipated street improvement projects.

FINANCING PROPOSAL

Staff discussions with the City Council over the last two years indicated that future construction project financing would require funding sources other than reserve utilization. The 2018 construction project projections anticipate utilizing three significant revenue sources as follows:

1. Special Assessments
2. Numerous current revenue sources
3. Bonding

Bonding is similar to a home mortgage. The City receives the proceeds, which pays the construction costs and commits to repaying the bonds over a 15 or 20-year period. This repayment commitment will require the City to increase its levy by an amount necessary to meet the debt service (mortgage payment) obligation on the bonds.

The 2018 construction program anticipates the need for bonding to cover the following construction projects:

1. Street Reconstruction	\$2,010,000
2. Mill-Overlay	240,000
3. Crack/Sealcoating	380,000
4. Street Lighting	90,000
5. Signals	180,000
6. Long Ave.	<u>100,000</u>
Total	<u>3,000,000</u>

Council action authorizing any or all of these projects to proceed will result in a commitment to issue bonds as part of project financing.

POTENTIAL TAX LEVY IMPACT

Ehler's prepared an estimate of what the tax levy impact of bonding might be based upon estimates provided in late 2017. Based on projections and adjusted for realistic construction estimates, if Council authorizes proposed projects to proceed the City could expect the following tax levy impact:

Bonding <u>Years</u>	<u>Low</u>	<u>High</u>
15	265,000	280,000
20	220,000	230,000

The tax levy would be established annually for the duration of these bonds.

ATTACHMENTS

Bonding projections
Project financing

City of White Bear Lake, Minnesota

\$9,865,000 General Obligation Bonds, Series 2018

Issue Summary - 15 Years

Assumes Current Market BQ AA Rates plus 75bps

Total Issue Sources And Uses

Dated 06/01/2018 | Delivered 06/01/2018

	GO Tax Abatement	GO Improvement	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$5,710,000.00	\$4,155,000.00	\$9,865,000.00
Total Sources	\$5,710,000.00	\$4,155,000.00	\$9,865,000.00
Uses Of Funds			
Total Underwriter's Discount (1.000%)	57,100.00	41,550.00	98,650.00
Costs of Issuance	40,516.98	29,483.02	70,000.00
Deposit to Capitalized Interest (CIF) Fund	111,590.00	81,231.67	192,821.67
Deposit to Project Construction Fund	5,500,000.00	4,000,000.00	9,500,000.00
Rounding Amount	793.02	2,735.31	3,528.33
Total Uses	\$5,710,000.00	\$4,155,000.00	\$9,865,000.00



City of White Bear Lake, Minnesota

\$4,155,000 General Obligation Bonds, Series 2018

GO Improvement - 15 Years

Assumes Current Market BQ AA Rates plus 75bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2019	-	-	81,231.67	81,231.67	(81,231.67)	-	-
02/01/2020	230,000.00	2.100%	121,847.50	351,847.50	-	351,847.50	369,439.88
02/01/2021	235,000.00	2.200%	117,017.50	352,017.50	-	352,017.50	369,618.38
02/01/2022	240,000.00	2.300%	111,847.50	351,847.50	-	351,847.50	369,439.88
02/01/2023	245,000.00	2.400%	106,327.50	351,327.50	-	351,327.50	368,893.88
02/01/2024	250,000.00	2.550%	100,447.50	350,447.50	-	350,447.50	367,969.88
02/01/2025	260,000.00	2.650%	94,072.50	354,072.50	-	354,072.50	371,776.13
02/01/2026	265,000.00	2.750%	87,182.50	352,182.50	-	352,182.50	369,791.63
02/01/2027	270,000.00	2.850%	79,895.00	349,895.00	-	349,895.00	367,389.75
02/01/2028	280,000.00	3.000%	72,200.00	352,200.00	-	352,200.00	369,810.00
02/01/2029	290,000.00	3.100%	63,800.00	353,800.00	-	353,800.00	371,490.00
02/01/2030	300,000.00	3.200%	54,810.00	354,810.00	-	354,810.00	372,550.50
02/01/2031	305,000.00	3.350%	45,210.00	350,210.00	-	350,210.00	367,720.50
02/01/2032	315,000.00	3.450%	34,992.50	349,992.50	-	349,992.50	367,492.13
02/01/2033	330,000.00	3.550%	24,125.00	354,125.00	-	354,125.00	371,831.25
02/01/2034	340,000.00	3.650%	12,410.00	352,410.00	-	352,410.00	370,030.50
Total	\$4,155,000.00	-	\$1,207,416.67	\$5,362,416.67	(81,231.67)	\$5,281,185.00	\$5,545,244.25

Significant Dates

Dated	6/01/2018
First Coupon Date	2/01/2019

Yield Statistics

Bond Year Dollars	\$38,190.00
Average Life	9.191 Years
Average Coupon	3.1616043%
Net Interest Cost (NIC)	3.2704024%
True Interest Cost (TIC)	3.2680969%
Bond Yield for Arbitrage Purposes	3.1378723%
All Inclusive Cost (AIC)	3.3611851%

	(A)	0.75*	(B)	0.75*
0.75*				
3,000,000.00 ÷	5,545,244.00 ×		5,281,185.00 ×	
4,000,000.00 =	0.75 =		0.75 =	
0.75*	4,158,933.00 *		3,960,889.00 *	
	4,158,933.00 ÷		3,960,889.00 ÷	
	15.0 =		15.0 =	
	277,263.00 *		264,060.00 *	

City of White Bear Lake, Minnesota

\$4,160,000 General Obligation Bonds, Series 2018

GO Improvement - 20 Years

Assumes Current Market BQ AA Rates plus 75bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	CIF	Net New D/S	105% of Total
02/01/2019	-	-	89,588.33	89,588.33	(89,588.33)	-	-
02/01/2020	160,000.00	2.100%	134,382.50	294,382.50	-	294,382.50	309,101.63
02/01/2021	160,000.00	2.200%	131,022.50	291,022.50	-	291,022.50	305,573.63
02/01/2022	165,000.00	2.300%	127,502.50	292,502.50	-	292,502.50	307,127.63
02/01/2023	170,000.00	2.400%	123,707.50	293,707.50	-	293,707.50	308,392.88
02/01/2024	175,000.00	2.550%	119,627.50	294,627.50	-	294,627.50	309,358.88
02/01/2025	175,000.00	2.650%	115,165.00	290,165.00	-	290,165.00	304,673.25
02/01/2026	180,000.00	2.750%	110,527.50	290,527.50	-	290,527.50	305,053.88
02/01/2027	185,000.00	2.850%	105,577.50	290,577.50	-	290,577.50	305,106.38
02/01/2028	195,000.00	3.000%	100,305.00	295,305.00	-	295,305.00	310,070.25
02/01/2029	200,000.00	3.100%	94,455.00	294,455.00	-	294,455.00	309,177.75
02/01/2030	205,000.00	3.200%	88,255.00	293,255.00	-	293,255.00	307,917.75
02/01/2031	210,000.00	3.350%	81,695.00	291,695.00	-	291,695.00	306,279.75
02/01/2032	220,000.00	3.450%	74,660.00	294,660.00	-	294,660.00	309,393.00
02/01/2033	225,000.00	3.550%	67,070.00	292,070.00	-	292,070.00	306,673.50
02/01/2034	235,000.00	3.650%	59,082.50	294,082.50	-	294,082.50	308,786.63
02/01/2035	240,000.00	3.750%	50,505.00	290,505.00	-	290,505.00	305,030.25
02/01/2036	250,000.00	3.800%	41,505.00	291,505.00	-	291,505.00	306,080.25
02/01/2037	260,000.00	3.900%	32,005.00	292,005.00	-	292,005.00	306,605.25
02/01/2038	270,000.00	3.950%	21,865.00	291,865.00	-	291,865.00	306,458.25
02/01/2039	280,000.00	4.000%	11,200.00	291,200.00	-	291,200.00	305,760.00
Total	\$4,160,000.00	-	\$1,779,703.33	\$5,939,703.33	(89,588.33)	\$5,850,115.00	\$6,142,620.75

Significant Dates

Dated	6/01/2018
First Coupon Date	2/01/2019

Yield Statistics

Bond Year Dollars	0. *	\$50,658.33
Average Life	3. ÷	12.177 Years
Average Coupon	4. =	3.5131502%
Net Interest Cost (NIC)	0.75 *	3.5952690%
True Interest Cost (TIC)	0.75 *	3.5809715%
Bond Yield for Arbitrage Purposes	0.75 *	3.4764913%
All Inclusive Cost (AIC)	0.75 *	3.6563448%

6,142,620. *
 4,606,965. *
 4,606,965. ÷
 20. =
 230,349. *
 0. *
 5,850,115. *
 0.75 =
 4,387,587. *
 4,387,587. ÷
 20. =
 219,380. *

2018 STREET RECONSTRUCTION PROJECT

City Projects 17-06, 18-01, & 18-06

PROJECT FINANCING SUMMARY

IMPROVEMENT COSTS:

	CONSTRUCTION COST
Street Reconstruction	\$ 1,259,650
Watermain	\$ 342,469
Sanitary Sewer	\$ 94,005
Storm Sewer	\$ 147,696
Stormwater Treatment	\$ 157,266
Trail	\$ 230,645
Decorative Lighting Trail	\$ 80,000
Sidewalk	\$ 72,727
Alley Reconstruction	\$ 270,804
Construction Cost	\$ 2,655,262
10% Contingency	\$ 265,526
18% Engineering, Legal, Fiscal	\$ 477,948
Total Estimated Improvement Costs:	\$ 3,398,736

FUNDING SUMMARY:

ASSESSMENTS:

Street Assessment	\$ 437,543
Storm Assessment	\$ 146,510
Alley Assessment	\$ 226,600
Special Assessments	\$ 810,653

CITY FUNDS: (Costs Include 18% Engineering, Legal, & Fiscal Costs)

Municipal State Aid	\$ 350,000
Community Reinvestment	\$ 50,000
Trail Grant	\$ 135,000
Interest	\$ 43,083
Bonding	\$ 2,010,000
Estimated City Funds:	\$ 2,588,083

TOTAL PROJECT FUNDING:

Estimated Special Assessments	\$ 810,653 (23.9%)
Estimated Other Resources	\$ 2,588,083 (76.1%)
TOTAL	\$ 3,398,736

**2018 MILL AND OVERLAY PROJECT
2018 TRAIL REHABILITATION PROJECT
PROJECT FINANCING SUMMARY**

IMPROVEMENT COSTS:

**CONSTRUCTION
COST**

Mill & Overlay/Total Pavement Replacement	\$ 304,209
Storm Sewer	\$ 10,000
Trail Rehabilitation #18-18	\$ 80,796
Construction Cost	\$ 395,005
5% Contingency	\$ 19,750
18% Engineering, Legal, Fiscal	\$ 71,101
Total Estimated Improvement Costs:	\$ 485,856

FUNDING SUMMARY:

SPECIAL ASSESSMENTS TO PROPERTY OWNERS:

Mill & Overlay Street Assessment	\$ 127,133
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CITY FUNDS: (Costs Include 18% Engineering, Legal, & Fiscal Costs)

License Bureau	\$ 100,000
Community Reinvestment	\$ 18,723
Bonding	\$ 240,000
Estimated City Funds:	\$ 358,723

TOTAL MILL & OVERLAY PROJECT FUNDING:

Estimated Special Assessments	\$ 127,133	(34.3%)
Estimated Other Resources	\$ 358,723	(65.7%)
TOTAL	\$ 485,856	



*MINUTES OF THE MEETING OF THE
HOUSING AND REDEVELOPMENT AUTHORITY
OF WHITE BEAR LAKE, MINNESOTA
HELD ON TUESDAY, JANUARY 9, 2018*

1. CALL TO ORDER AND ROLL CALL

HRA Chair Biehn convened the meeting of the Housing and Redevelopment Authority at 7:51 p.m.

Members Doug Biehn, Kevin Edberg, Steven Engstran, Dan Jones, Bill Walsh was present.

2. APPROVAL OF THE MINTUES

It was moved by Member **Walsh** seconded by Member **Edberg** to approve the minutes of the December 12, 2017 HRA meeting.

The motion carried unanimously.

3. APPROVAL OF THE AGENDA

It was moved by Member **Jones** seconded by Member **Edberg**, to approve the agenda as presented.

The motion carried unanimously.

4. ELECTION OF CHAIR AND VICE CHAIR

Member Walsh, seconded by Member Jones, nominated Member Biehn as HRA Chair. Member Edberg moved that nominations be closed and unanimous ballot be cast.

The motion carried unanimously.

Member Walsh nominated Member Jones as Vice Chair. Member Edberg moved that nominations be closed and unanimous ballot be cast, seconded by Member Engstran.

The motion carried unanimously. **Resolution No. 18-01**

5. ADJOURNMENT

It was moved by Member **Jones**, seconded by Member **Engstran**, to adjourn the HRA. There being no further business before the HRA, Chair Biehn adjourned the meeting at 7:55 p.m.

Doug Biehn, Chair of HRA

Ellen Richter, Executive Director



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Richter, City Manager

Date: February 7, 2018

Subject: **Consideration of Cross Parking and Access Easement Agreement between HRA, Oak Ridge and 4th Street Ventures and related extension of 4th Street Venture Parking Lease**

BACKGROUND

At its meeting on December 12, 2017, staff presented information to the HRA regarding Oak Ridge Center parking issues that remain outstanding. As described, a title company working on behalf of the owners, Muellner Family Partnership LLLP (Muellner), discovered that the building/site was non-conforming due to parking deficiencies, about which neither the City nor the owners were aware.

Oak Ridge Office Center- Background

In April of 1999, the City's Housing and Redevelopment Authority (the "HRA") granted a conditional use permit to allow an office/retail building, Oak Ridge Center, within the DCB zoning district. However, it has been discovered that there was a miscalculation of the net leasable floor area used to define the parking requirements, which resulted in a 27-stall parking deficit. As a potential remedy, the City approved a 27-stall parking variance for the Oak Ridge Office Center last November to bring the site into compliance for the pending sale. However, as described at the December HRA meeting, the lending institution for the contract purchasers require that the actual parking spaces be provided.

Shared Parking Option

The HRA owns the adjacent parking lot south of the site, all 192 spaces of which are allocated and leased to 4th Street Ventures, LLC. When their property at the northwest corner of Highway 61 and 4th Street (2137 4th Street – Edina Realty/Elevated/Pezzo/Subway building) was redeveloped in 1995, the developer entered into a parking lot lease agreement with the HRA, which was then transferred to its current owner upon sale. The agreement provides that the HRA would construct and the developer (and subsequent owners) would maintain the parking lot immediately north of the multi-tenant building (see attachment). The lease agreement had an initial term of 15 years with the option to renew for three additional 15-year terms. In December 2010, the HRA approved the first lease extension conditioned upon completion of certain maintenance tasks, which were satisfactorily addressed by the current owners (4th Street Ventures, LLC).

To satisfy Oak Ridge Center's 27-stall deficit, 4th Street Ventures indicated a willingness to enter

into a shared parking agreement through the term of its lease; in exchange, they are asking the HRA for consideration of an extension to their lease. This would tag on a fifth term, hence providing 4th Street Ventures, or subsequent owners, the option to extend the lease through 2071.

SUMMARY

In order to effect an arrangement that would secure Oak Ridge Center access to 27 stalls in the HRA parcel for the duration of 4th Street Ventures' parking lease, two actions are presented to the HRA for consideration: 1) An extension to 4th Street Ventures' lease, and 2) A Cross Parking and Access Easement Agreement between the HRA, Oak Ridge Center and 4th Street Ventures. The latter document is necessary to ensure that Oak Ridge Center has access to 27 parking stalls on the HRA-owned parking lot through the term of the lease. Oak Ridge Center's representatives have stated that they will work with the HRA directly on parking lot maintenance and capital improvements should the 4th Street Lease be terminated.

There was discussion during the December HRA meeting regarding whether or not there is monetary value in extending 4th Street Ventures' lease. It is staff's opinion that, for a few reasons, this is problematic.

The City created a TIF District in 1995 to encourage redevelopment in an area that without assistance, would have otherwise been very difficult to redevelop. After acquiring the property and preparing the site currently occupied by 4th Street Ventures, the HRA sold the property in 1995 to the redeveloper for \$1,500. The HRA chose not to include in that sale the parcel that is currently leased to 4th Street Ventures for parking; the City, through the HRA, maintains ownership of that parcel in the event a future opportunity to intensify its use is presented, and/or a parking structure is ever needed. Accordingly, the parking lease includes a provision that requires the City to provide a number of new stalls equal to those deleted if the use of that parcel were ever to change; the replacement stalls may be ground level, below ground or stalls in a parking ramp. While the cost for replacing any stalls deleted would be borne by the City under the current lease, staff recommends that an amendment to the lease require that costs be assessed to benefitting properties if anything were to occur during the added fifth, 15-year extension (post-2056).

An additional consideration in attempting to calculate future lease value, is that it is very difficult to place future value on parking (year 2056) in consideration of the projections related to dramatic changes in transportation, which suggest that vehicle parking is likely to become less of a commodity.

Lastly, staff believes the circumstances surrounding Oak Ridge Center's parking deficit should be considered; the parking deficit is the result of an oversight related to the miscalculation of the buildings net leasable floor area.

RECOMMENDED ACTION

Staff recommends approval of the attached resolutions, authorizing a fourth 15-year extension to the 4th Street Ventures parking lease and approving a parking agreement between Oak Ridge Center, 4th Street Ventures and the HRA.

RESOLUTION APPROVING A CROSS PARKING AND ACCESS EASEMENT AGREEMENT BETWEEN OAK RIDGE CENTRE, LLC, 4TH STREET VENTURES, LLC, AND THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF WHITE BEAR LAKE, MINNESOTA (HRA), AND AUTHORIZING AN EXTENSION TO THE PARKING LEASE WITH 4TH STREET VENTURES

WHEREAS, the Housing and Redevelopment Authority in and for the City of White Bear Lake (the “Authority”) entered into a Redevelopment Agreement with Commonweal Development Corporation on June 13, 1995 to facilitate the construction of a multi-tenant office/retail building located at 2137 4th Street; and

WHEREAS, to preserve future opportunities for additional development if, and when, deemed appropriate, the City agreed to construct a parking lot (“Parking Lot”) to provide the required parking and the property owner agreed to maintain the Parking Lot; and

WHEREAS, the duties and obligations of both parties were outlined in a Parking Lot Lease Agreement, dated August 29, 1995 which had an initial 15 year term and the right to renew for three additional 15 year terms (the “Parking Lot Lease”); and

WHEREAS, the prospective owners of the adjacent Oak Ridge Office Centre seek to utilize 27 parking spaces in the subject Parking Lot to bring the property into compliance with the parking requirements of the Zoning Code; and

WHEREAS, the current owners of the Commonweal Development multi-tenant office/retail building are amenable to allowing use of the 27 parking spaces to the Oak Ridge Office Centre if the Authority agrees to extend the term of the Parking Lot Lease; and

WHEREAS, it is in the City’s and the Authority’s interests to ensure commercial properties provide or have access to adequate infrastructure, including shared parking facilities, to retain their market value and stabilize the municipal tax base.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners (“the Commissioners”) of the Housing and Redevelopment Authority in and for the City of White Bear Lake, Minnesota, as follows:

- 1) The Chairman and Executive Director of the Authority are hereby authorized to amend the Parking Lot Lease, subject to the following terms:

The amendment shall extend the Parking Lot Lease to add a fifth 15-year term.

The amendment shall preserve the Authority’s ability to substitute comparable parking stalls with ground level stalls, below ground stalls, or stalls in a parking ramp; if these alterations occur after expiration of the original Parking Lot Lease, as amended (2071), costs to build such parking will be assessed equally per stall to all benefitting properties.

2) The Chairman and the Executive Director of the Authority are authorized, on behalf of the Authority, to enter into a Cross Parking and Access Easement Agreement with Oak Ridge Centre and 4th Street Ventures to provide Oak Ridge Centre non-exclusive use of 27 stalls in the leased parking lot for the duration of the Parking Lot Lease.

Adopted by the Board of Commissioners of the Housing and Redevelopment Authority of the City of White Bear Lake, Minnesota this ____ day of _____, 2018.

Doug Biehn, Chairman

ATTEST:

Ellen Richter, Executive Director

CROSS PARKING AND ACCESS EASEMENT AGREEMENT

This Cross Parking and Access Easement Agreement (this “**Agreement**”) is made as of this ____ day of February, 2018 (“**Effective Date**”), by and among Oak Ridge Centre, LLC, a Minnesota limited liability company (“**Oak Ridge**”), 4th Street Ventures, LLC, a Minnesota limited liability company (“**4th Street**”) and the Housing and Redevelopment Authority in and for the City of White Bear Lake, Minnesota, a municipal corporation (the “**HRA**”). Hereinafter Oak Ridge, 4th Street and HRA may each be referenced to as a “**Party**” and together as the “**Parties**”.

RECITALS:

A. Oak Ridge has on the Effective Date purchased certain real property located in White Bear Lake, Minnesota and legally described on Exhibit A attached hereto and made a part hereof (the “**Oak Ridge Parcel**”) from Muellner Family, LLLP.

B. HRA is the fee owner of certain real property located south of and adjacent to the Oak Ridge Parcel and legally described on Exhibit B attached hereto and made a part hereof (the “**HRA Parcel**”). Hereinafter, the Oak Ridge Parcel and the HRA Parcel may be referred to together as the “**Parcels**”.

C. 4th Street currently leases the HRA Parcel (consisting of a 192 stall parking lot) from the HRA pursuant to that certain Parking Lot Lease dated June 13, 1995, as amended by that certain First Amendment dated August 3, 1999, and as further amended by that certain Second Amendment dated December 14, 2010 (collectively, the “**4th Street Lease**”).

D. Oak Ridge, HRA and 4th Street desire to allow Oak Ridge to use up to twenty-seven (27) specifically designated parking stalls located on the HRA Parcel as shown on Exhibit D attached hereto and made a part hereof. Oak Ridge agrees to pay to 4th Street, as long as the 4th Street Lease is in force and effect and HRA thereafter, reasonable compensation as set forth below.

E. The Oak Ridge Parcel and the HRA Parcel are contiguous and Oak Ridge and HRA desire to establish, grant and convey a perpetual non-exclusive reciprocal easement for access purposes for vehicular and pedestrian ingress and egress over certain roadways which run through the Oak Ridge Parcel and the HRA Parcel.

F. Oak Ridge and HRA have agreed to certain terms, conditions and provisions regarding the easements as hereinafter provided.

G. Oak Ridge and 4th Street desire to establish certain rules and expectations regarding use and maintenance of the parking lot located on the HRA Parcel.

NOW, THEREFORE, in consideration of their mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Access Easement. Each of HRA and Oak Ridge hereby grants, bargains and conveys to the other, for the benefit of the Oak Ridge Parcel and the HRA Parcel, respectively, a non-exclusive easement for access purposes for vehicular and pedestrian ingress and egress over and across those portions of the HRA Parcel and the Oak Ridge Parcel owned respectively by the Parties from time-to-time maintained and used for ingress and egress purposes, which portions are currently depicted as the "Access Easement Area" on Exhibit C attached hereto and made a part hereof (the "**Access Easement Area**"), to be used by HRA, Oak Ridge, and their employees, agents, contractors, tenants, customers and invitees. The parties agree and understand that the portions of the Access Easement Area shown on Exhibit C which are located within parking areas are intended to be over drive lanes in such parking areas and shall not be deemed to cover any parking stalls.

2. Grant of Parking Easement. HRA hereby grants, bargains and conveys to Oak Ridge, for the benefit of the Oak Ridge Parcel, a non-exclusive easement for vehicular parking purposes on twenty-seven (27) designated parking spaces as shown on Exhibit D attached hereto and made a part hereof, located on the HRA Parcel (the "**Parking Easement**"), to be used by Oak Ridge and its employees, agents, contractors, tenants, customers and invitees. 4th Street hereby consents to the Parking Easement by HRA. The Parties agree and acknowledge that HRA, as the underlying fee owner of the HRA Parcel, may upgrade the HRA Parcel in the future by constructing an alternative parking arrangement, such as an above-ground or below-ground parking ramp, constructing general improvements to the parking spaces on the HRA Parcel, or by improving the site generally. Any such alternative parking arrangements must comply with the terms and conditions of Section 2.3 of the 4th Street Lease. If the HRA Parcel is so upgraded, improved or redeveloped HRA will conduct such activities as a public improvement project, and will solicit construction bids under applicable state law. HRA will make the bid packages and construction specifications available to Oak Ridge, and each party will work collaboratively in good faith to allocate cost participation in the improvement project on an equitable basis. If HRA or such fee owner make such upgrades to the HRA Parcel, Oak Ridge shall have the right to continue to use the 27 parking stalls during the remainder of the 60 year period (which happens to be the extended term of the 4th Street Lease), as long as Oak Ridge participates in the HRA's actual, out-of-pocket redevelopment costs attributable to the HRA Parcel parking. No signage shall be installed by Oak Ridge or 4th Street designating parking, except, if need be (as reasonably determined, and agreed upon, in good faith by both Oak Ridge and 4th Street), either party may install signage designating the 27 stalls for Oak Ridge's exclusive use Monday-Friday from 7:00 a.m. to 6:00 p.m. and/or 4th Street's exclusive use Monday-Friday from 6:00 p.m. to 7:00 a.m. and on Saturday and Sunday. If, while the 4th Street Lease remains in effect, Oak Ridge and 4th Street cannot agree on the need for signage (as contemplated in the preceding sentence), and

one party believes the other party is acting unreasonably, the party that believes the other party is acting unreasonably may pursue the remedies for default as set forth in Section 13, below.

3. Non-Interference. HRA, 4th Street and Oak Ridge each agree not to construct or permit to endure any obstructions which would prevent, restrict or otherwise unreasonably inhibit the access of pedestrians or vehicles over, across or upon the Access Easement Area and/or use of the Parking Easement. Except for a reasonable amount of time and extent in connection with maintenance, repair or replacement activities of HRA, 4th Street and Oak Ridge, respectively, in connection with the performance of their respective maintenance obligations under Section 6 below, HRA, 4th Street and Oak Ridge shall not (i) construct or permit to endure any obstruction which would prevent, restrict or otherwise inhibit the free flow of traffic and passage of pedestrians or vehicles over, through or across the respective Access Easement Area or parking within the parking areas of the HRA Parcel; and/or (ii) cause or allow within or upon the respective Access Easement Area any parking by its respective employees, agents, invitees or others, or the placement of trash receptacles or dumpsters. Neither 4th Street nor Oak Ridge shall grant use rights of any nature for the parking stalls located on the HRA Parcel to parties who are not tenants, or clients/customers of tenants, in their respective buildings, and shall not provide such rights to vehicle rental companies, towing companies, auto dealers or vehicle impound companies for storage of vehicles.

4. Indemnity.

(a) *Oak Ridge Indemnity*. Oak Ridge shall indemnify, defend, protect and hold HRA and 4th Street harmless from and against all losses, damages, injuries, claims, demands and expenses, of whatever nature arising out of or resulting from the injury to or death of any person, or damage to the property of any person arising out of Oak Ridge's use of the easements granted herein; provided however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of HRA or 4th Street, or their respective employees, agents, contractors or invitees.

(b) *HRA Indemnity*. HRA shall indemnify, defend, protect and hold Oak Ridge and 4th Street harmless from and against all losses, damages, injuries, claims, demands and expenses, of whatever nature arising out of or resulting from the injury to or death of any person, or damage to the property of any person arising out of HRA's use of the easement rights granted herein; provided however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of Oak Ridge or 4th Street, or their respective employees, agents, contractors or invitees.

(c) *4th Street Indemnity*. 4th Street shall indemnify, defend, protect and hold Oak Ridge and HRA harmless from and against all losses, damages, injuries, claims, demands and expenses, of whatever nature arising out of or resulting from the injury to or death of any person, or damage to the property of any person arising out of 4th Street's use of the access easement granted herein or the parking lot as contemplated herein; provided however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of Oak Ridge or HRA, or their respective employees, agents, contractors or invitees.

5. Insurance. Oak Ridge, 4th Street and HRA shall each obtain and keep, or cause to be obtained and kept, in full force and effect, each at its sole cost and expense, (i) commercial

general liability insurance policies written by a responsible casualty or indemnity company authorized to do business in Minnesota, on an “occurrence basis” not a “claims basis”, with a combined general liability insurance limit of at least One Million and No/100ths Dollars (\$1,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence; and (ii) property damage coverage of at least Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) for each occurrence. Each of the other Parties shall be named as an “additional insured” under such liability policies. Each Party agrees to furnish to the other Parties upon request, a certificate(s) of insurance, evidencing that the insurance required to be carried is in full force and effect.

The insurance required pursuant to this section shall provide that each policy shall not be canceled or reduced in amount or coverage below the requirements of this Agreement, nor shall such policies be allowed to expire without at least thirty (30) days’ prior written notice by the insurer to each insured and to each additional insured. The Parties agree and acknowledge HRA’s insurance will be provided under HRA’s traditional municipal insurance policy.

6. Maintenance.

(a) *Access Parties.* Oak Ridge and HRA shall each maintain, or cause to be maintained, their respective Access Easement Area located within their respective parcels in good repair and condition, such maintenance obligation shall include but is not limited to repairing and replacing asphalt, sweeping, sealing, striping, crack sealing, lighting, the housing of irrigation systems (including timer, electrical systems and other components), maintenance of all lighting, irrigation, landscaping and snow removal.

(b) *Parking Parties.* For as long as the 4th Street Lease is in place, 4th Street shall, and thereafter HRA shall cause, the HRA Parcel to be maintained in good repair and condition, and such maintenance shall include but is not limited to repairing and replacing asphalt, sweeping, sealing, striping, crack sealing, lighting and snow removal. Oak Ridge shall pay to the responsible party the sum of four thousand five hundred and no/00 dollars (\$4,500.00) per annum (6 months in arrears and 6 months in advance for each calendar year), on the first day of July, 2018, and continuing on the first of said month every year thereafter as Oak Ridge’s contribution towards such costs. If the 4th Street Lease is terminated, for the remainder of the 60-year period (which happens to be the extended term of the 4th Street Lease), Oak Ridge shall thereafter pay such amount directly to HRA. Following such termination, Oak Ridge and HRA shall negotiate in good faith an adjusted payment amount, as reasonably needed. If the responsible party fails to reasonably maintain the HRA Parcel, Oak Ridge shall provide written notice of such failure to 4th Street (as long as the 4th Street Lease is in effect) and HRA, and if the failure is not cured within thirty (30) days after such notice, Oak Ridge may: (i) enter upon the HRA Parcel to cure such default and the responsible party shall reimburse Oak Ridge for the reasonable costs incurred by Oak Ridge to cure such failure; and/or (ii) withhold its payments to the responsible party until the failure is cured or apply such payments to the costs incurred by Oak Ridge to cure such failure until Oak Ridge is fully reimbursed for such costs.

(c) *Utilities.* Each of Oak Ridge and HRA shall also be responsible to pay all utilities, fees and expenses to operate and utilize the lighting, irrigation and landscaping on their respective parcels.

7. Duration. The easements hereby granted, and the maintenance and parking provisions herein, shall be effective on the Effective Date and shall continue in effect until: (A) the later occurrence of, (i) as to 4th Street, until the earlier of the expiration or termination of the 4th Street Lease or the termination of this Agreement pursuant to the terms hereof and, (ii) as to the HRA, until the date that the extended term of the 4th Street Lease is supposed to expire (60 years after the Effective Date) notwithstanding the fact that the 4th Street Lease may be terminated prior thereto, or (B) the termination of this Agreement pursuant to Section 13 below.

8. Warranty of Title to the HRA Parcel. HRA warrants that it is the fee owner of the HRA Parcel and has the right, title and capacity to convey the easement herein.

9. Warranty of Title to the Oak Ridge Parcel. Oak Ridge warrants that it is the fee owner of the Oak Ridge Parcel and has the right, title, and capacity to convey the easements herein.

10. Binding Agreement. The covenants and agreements herein contained shall run with the land, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The easements granted hereunder shall be binding on, be enforceable against, and burden the respective parcels of the Parties hereto and shall run with the land.

11. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Easement Area to the general public, or for any public use or purpose whatsoever.

12. Limitation on Liability. If a Party hereafter conveys to an unrelated third party all or part of such Party's interest in its respective parcel, then such party shall have no liability for any claims accruing under this Agreement after the date of such conveyance and relating to the interest in the parcel so conveyed and any party accepting a deed of conveyance to all or a portion of a parcel shall thereupon be bound by the terms, conditions and covenants of this Agreement as a Party hereunder.

13. Default. The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, within thirty (30) days after the issuance of a notice by another party (the "**Non-Defaulting Party**") specifying the nature of the default claimed, or immediately in the event of an emergency, shall constitute a material default and breach of this Agreement by the non-performing party (the "**Defaulting Party**"). All notices of default shall be provided to the Defaulting Party and cc'd to any other Party that is not a Defaulting Party or the Party sending the notice.

(a) *Right to Cure.* Any Non-Defaulting Party shall have the right following the expiration of any applicable cure period, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that if such default constitutes an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon advance notice if reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. The Non-Defaulting Party shall have the right to enter upon the Parcel of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting

Party. With respect to use of the Access Easement Area, HRA and Oak Ridge shall be responsible for the default of any persons occupying or using its Parcel. With respect to the use of the parking stalls, Oak Ridge and 4th Street shall be responsible for the default of any person using the parking lot under or pursuant to the rights of Oak Ridge and 4th Street, respectively. If the Non-Defaulting Party cures a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses, including but not limited to attorneys' fees and costs, incurred in connection with such curative action, plus Interest (as defined in Section 15 below), within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. Costs, expenses and Interest accruing and/or assessed pursuant to this Section above shall constitute a lien against the Defaulting Party's Parcel or their interest therein if the Defaulting Party is not the owner of the Parcel. Such lien shall attach and take effect only upon recordation of a claim of lien in the appropriate county real estate office by the Party making such claim. The right to cure the default of another Party shall not be deemed to: (i) impose any obligation on a Non-Defaulting Party to do so; (ii) render the Non-Defaulting Party liable to the Defaulting Party or any third party for an election not to do so; or (iii) relieve the Defaulting Party from any performance obligation hereunder.

(b) *Remedies.* Each Party shall have the following remedies available to it upon default by the other Party:

i. *Court Proceedings.* A Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against the Defaulting Party hereto, or any other person or entity, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Party of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate; and/or

ii. *Termination.* (A) As between Oak Ridge and HRA, with respect to the easements granted herein, the Non-Defaulting Party may terminate this Agreement and the easements established herein, and (B) as between Oak Ridge and 4th Street with respect to the parking lot usage, maintenance and payment provisions, the Non-Defaulting Party, may terminate this Agreement, by providing an additional sixty (60) days' notice to the Defaulting Party, if the Defaulting Party fails to cure such default within such 60-day period.

All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

14. *Notices.* All notices, demands and requests (collectively, the "**Notice**") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then

designated address of the Party intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for “next business day” service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended. The initial addresses of the Parties shall be:

If to Oak Ridge: Oak Ridge Centre, LLC
c/o Pratt Ordway Properties
3555 Willow Lake Blvd., Suite 200
Vadnais Heights, MN 55110
Attn: John G. Ordway III

If to HRA: Housing and Redevelopment Authority in and for
the City of White Bear Lake, Minnesota
4701 Highway 61
White Bear Lake, MN 55110
Attn: Executive Director

If to 4th Street: Phillip Williams
4th Street Ventures, LLC
250 Laurel Road
Mahtomedi, MN 55125

Upon at least ten (10) days prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

15. Interest. If a Party does not pay any sum payable hereunder to another Party within thirty (30) days of the due date, such delinquent Party shall pay interest (“**Interest**”) on such amount from the due date to and including the date such payment is received by the Party entitled thereto, at the lesser of: (i) the highest rate permitted by law; or (ii) the prime rate at the time of the due date, plus three percent (3%). As used herein, “**prime rate**” shall mean the rate of interest published from time to time as the “Prime Rate” in the Wall Street Journal under the heading “Money Rates”; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest of such rates and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by the Parties.

16. Waiver. No person or entity having or acquiring any interest in the HRA Parcel, the Oak Ridge Parcel or the tenant’s interest under the 4th Street Lease shall have the right to contest or challenge this Agreement and the restrictions, covenants and conditions set forth in this Agreement on the basis of the passage of time, unless the lease or this Agreement has expired or terminated pursuant to its terms. Except as contemplated in the preceding sentence, all such persons and entities, by their assertion or acceptance of any interest, are hereby estopped from asserting and shall be deemed to have waived any claim that any provision of this Agreement is invalid or unenforceable in whole or in part due to the passage of time.

17. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one instrument. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. If any portion of this Agreement is unenforceable under Minnesota law, the balance of the Agreement shall remain in full force and effect if enforcement of the remainder of the Agreement is reasonably practicable.

19. Entire Agreement. This Agreement, including all Exhibits, constitutes the Parties' final and complete agreement and terminates all the Parties' prior oral and written agreements and understanding as to this Agreement's subject matter.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the day and year first above written.

OAK RIDGE CENTRE, LLC

By: John G. Ordway III
Its: Chief Manager

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of February, 2018,
by John G. Ordway III, the Chief Manager of Oak Ridge Centre, LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
WHITE BEAR LAKE, MINNESOTA

By: _____
Its: Chair of the Board

By: _____
Its: Executive Director

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of February, 2018, by _____ the Chair of the Board, of the Housing and Redevelopment Authority in and for the City of White Bear Lake, Minnesota, a municipal corporation, on behalf of the HRA.

Notary Public

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of February, 2018, by _____ the Executive Director, of the Housing and Redevelopment Authority in and for the City of White Bear Lake, Minnesota, a municipal corporation, on behalf of the HRA.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

4th STREET VENTURES, LLC

By: Phil Williams
Its: President

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of February, 2018, by Phil Williams, the President/Chief Manager of 4th Street Ventures, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Larkin Hoffman Law Firm (TFA)
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060

EXHIBIT A

Legal Description of the Oak Ridge Parcel

Lot 5, Block 40, White Bear, Ramsey County, Minnesota, and that certain strip of land lying between said Lot and Division Avenue and running the entire length of said Lot.

AND

Lot 1, Block 1, Mainstreet Crossing First Addition, Ramsey County, Minnesota.

AND

Lot 2, Block 1, Mainstreet Crossing First Addition lying North of a line beginning at the Northwest corner of said Lot 2, Block 1, and extending 115.98 feet at a bearing of North 89 degrees 50 minutes 41 seconds East to the point of beginning of a line continuing to the East line of said Lot 2, Block 1, along a bearing of North 89 degrees 50 minutes 41 seconds East, Ramsey County, Minnesota.

AND

Lots 1, 2 and 3, Block 40, White Bear, Ramsey County, Minnesota.

AND

That part of Washington Avenue, formerly Rail Road Avenue, as dedicated in the plat of White Bear and adjoining Lot 1, Block 40, White Bear, vacated, lying South of the Easterly extensions across said Avenue of the Northerly line of said Lot 1, as vacated by Resolution filed as Document Number 1605448.

AND

Lot 4, Block 40, White Bear, Ramsey County, Minnesota.

EXHIBIT B

Legal Description of the HRA Parcel

Lots 1 and 2, Block 3, Central Division at White Bear.

The East 29 Feet of Lot 3, Block 3, Central Division at White Bear.

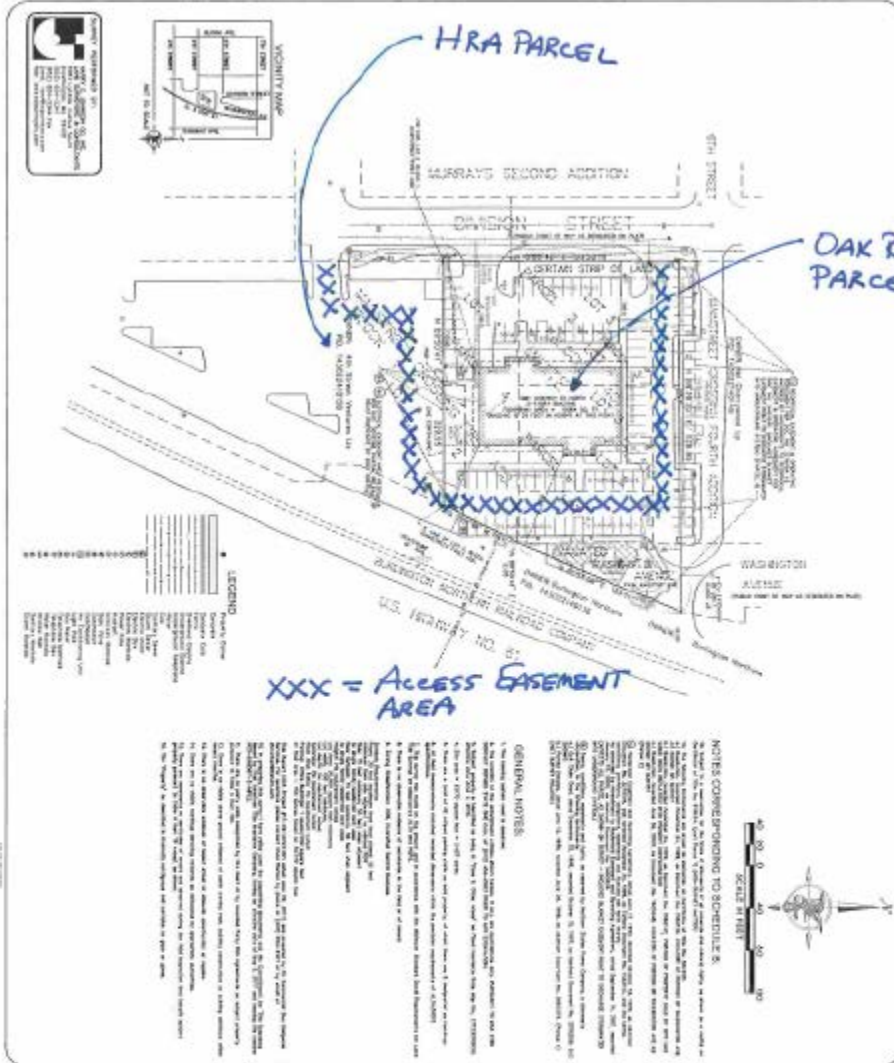
That part of Division Avenue right of way lying North of Lot 3, Block 1, Mainstreet Crossing First Addition and South of the Fifth Street right of way.

AND

Lot 2, Block 1, Mainstreet Crossing First Addition, Ramsey County, Minnesota, except that part lying north of a line beginning at the northwest corner of said Lot 2, Block 1, and extending 115.98 feet at a bearing of North 89 degrees 50 minutes 41 seconds East to the point of beginning of a line continuing to the east line of said Lot 2, Block 1, along a bearing of North 89 degrees 50 minutes 41 seconds.

EXHIBIT C

Survey Depicting the Access Easement Area



LAND TITLE SURVEY

ALTIMENTS

OAK RIDGE CENTER, LLC
a Minnesota limited liability company

SITE 4001 HIGHLAND BL. NORTH
WHITE BEAR LAKE, MINNESOTA

CERTIFICATION

I, **[Signature]**, Surveyor, do hereby certify that the above described survey was made by me or under my direct supervision and in accordance with the laws and rules of the State of Minnesota.

HARRY S. JOHNSON CO., INC.
LAND SURVEYORS & CONSULTANTS
BLOOMINGTON, MINNESOTA
PHONE: 952-884-0244 FAX: 952-884-0244 Email: hsj@harryjohnson.com

LEGAL DESCRIPTION

That I, **[Signature]**, Surveyor, do hereby certify that the above described survey was made by me or under my direct supervision and in accordance with the laws and rules of the State of Minnesota.

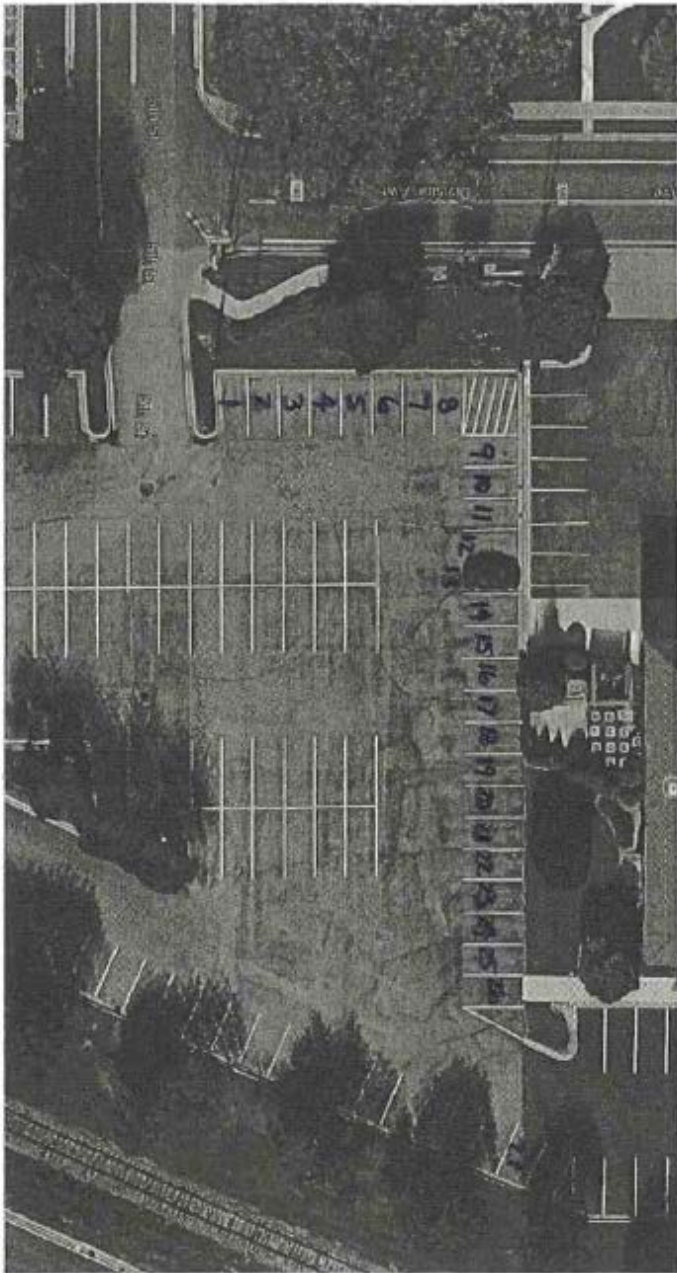
STATEMENT OF POTENTIAL ENCROACHMENTS

Survey of **[Signature]**, Surveyor, shows no encroachments.

EXHIBIT D

Parking Spaces Diagram

Google Maps



Google Maps

<https://www.google.com/maps/@45.086608,-93.0098143,75m/data=!3m1!1e3?hl=en>

9/18/2017

Page 1 of 2



REGULAR MEETING OF THE WHITE BEAR LAKE CONSERVATION DISTRICT
7:00 P.M. WHITE BEAR CITY HALL
MINUTES of November 21, 2017

APPROVAL DATE: APPROVED 1/16/18

1. CALL TO ORDER The November meeting of the White Bear Lake Conservation District was called to order by Chair Bryan DeSmet at 7:00 pm in the City of White Bear Lake Council Chambers.

2. ROLL CALL Present were: Chair Bryan DeSmet, Vice Chair Mark Ganz, Secretary/Treasurer Diane Longville; Directors: Mike Parenteau, George St. Germain, Scott Costello, and Brady Ramsay. Absent were: Directors, Susie Mahoney and Geoff Ratte. A quorum was present.

3. AGENDA

MOTION #1 Mark Ganz asked that Birchwood Kay Beach be added under d.1 , Chairman Bryan DeSmet made a motion to approve the agenda as amended. Seconded by Mark. Approved all aye. Motion carried

4. APPROVAL OF October 16, 2017 MINUTES Correction of name spelling in Public Comment Time, second paragraph: Jay Rendell. Omission – Scott Costello should be shown as abstained from voting on the Snyder Bay dock application (he is a member of that association). Corrections will be made

MOTION #2 (DeSmet/St. Germain) Chairman Bryan DeSmet made a motion to approve the Minutes as corrected all aye. Motion carried

5. PUBLIC COMMENT TIME for items not on tonight's agenda)

Brian McGoldrick spoke about the history of dock approvals for the commercial bay. He was concerned about fairness and requested that board consider Commercial Bay dock applications as a unit and fulfill its promise to him to form a committee to review commercial bay applications as a unit.

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

None

8. REPORTS/ACTION ITEMS

8a. Executive Committee

8a.1 Administrative Assistant recruitment produced four people scheduled for personal interviews. Two backed out before being interviewed and two, both well qualified, declined. One after being offered the job.

- .8a.2** Administrative support needed in the interim. Mary has resigned because of the requirement that, as a W2 part-time employee, she would have exceeded the amount of time worked without becoming a PERA member. Because Mary was only working as an interim until a permanent part-time Administrative Secretary could be hired, she is willing to continue as an interim – but 1099 independent contractor until the job is filed. (She is here as a volunteer tonight.)

Discussion: Bryan asked Board to discuss

- 1) If the hourly wage we are offering (\$20/hour) is sufficient and (Diane and Mary had responses from the cities that indicated \$20 was appropriate)
- 2) other things they could suggest we need to do to attract qualified candidates, and if
- 3) hiring Mary as an independent contractor is ok.
(Attorney Kantrud said rules are different for W2 and 1099 employees, if Mary is willing to continue as an interim independent contractor until the job is filled, it would be fine.)

MOTION #3 Bryan made a motion that the Board hire Mary Harrington as an independent contractor to serve as Interim Administrative Secretary at the rate of \$20/hour. George St. Germain made a friendly amendment to the motion changing the amount to \$25 per hour. Bryan accepted the amendment. Seconded by George. All Aye, Motion Passed.

Bryan said we should start recruiting again as we did before with the exception of adding another online job search site. Suggestions were offered and Brady and Scott will work with Mary to get it on Craig's List or Indeed.

8b. Lake Level Resolution Committee

Inactive

8c. Lake Quality Committee

- **8c.1 Water level:** 922.87,
- **8c.2 Temperature:** 34 degrees It is colder than last year at this time (49 degrees)
DNR Budget cut by state so there will be no Aquatic Invasive species grants for 2018. Bryan asked that members be alert to ice cover information so we can track as we do ice out . We have evaporation until there is complete ice coverage. Ice cover seems to be getting shorter. Discussion about criteria: should be the same as we use for ice out (when all bays are covered)

8d. Lake Utilization Committee

Mark Ganz said that LUC had a large agenda, but there were no changes and no complaints so approvals went very quickly

MOTIONS 4 THROUGH 13 (Ganz/ St. Germain) MOVED APPROVAL INDIVIDUALLY EACH OF THE FOLLOWING PERMITS OR LICENSES.

All Aye. Each was approved for 2018.

Chris Nelson Memorial Ice Fishing Tournament Permit

Russ Becker License

Scott Bohnen License

Chateauguet Condos License

Fletcher Driscoll License

Forest Heights Improvement Association (Mahtomedi) License

Hickory Street Dock Association License

McCartney Estates License

Wildwood Beach Manor Condos License
White Bear Township Mooring Buoys

Kay Beach Birchwood. Asked their late fee be waived. They are changing Ordinances and could not get it done by tonight's meeting. Asked to be on the agenda for January Meeting

MOTION #14 (Ganz/St. Germain) move that Kay Beach late fee be waived and they will be put on January's agenda. All aye motion passed.

Mark thanked George for teaching him about the lake. George is resigning after 40 years and, Mark said he will miss him on the Board -- but is thankful George will continue on the Lake Utilization Committee.

8e. Lake Education Committee

8e.1 Website activity traffic up substantially Lot of work to do. I will need time from new Administrative Secretary for work on social media (Twitter and Facebook) and Website. A couple of hours a week. Scott also mentioned the opportunity to serve on State Invasive Species Boards if Board Members are interested.

8f. Treasurer's Report

8f.1 November 2017 Treasurer's Report

MOTION #15 (Longville/Parenteau) move approval of checks 4447-4457 All Aye Passed

8f.2 December Estimated Treasurer's Report (Actual will be approved at January Meeting

MOTION #16 (Longville/Parenteau) move approval of estimated December 2017 Treasurer's Report. All Aye. Passed

8f.3 Like to close the books in December would Board be willing to hire consultant to close our Quickbooks for the year -- not to exceed \$1,000.00

MOTION #17(Longville/Ganz) move approval of hiring Consultant to close our Quickbooks for the year not to exceed \$1,000. All Aye Passed

8g. Board Counsel Report Attorney Kantrud said there had been no activity coming through the Sheriff's Department. He praised George St. Germain for his help to the Board for 40 years.

9. CONSENT AGENDA (Longville/Costello)

MOTION #18 Move to accept the consent agenda All Aye. Passed

10. ANNOUNCEMENTS George St. Germain is retiring from the board. He has been a valuable member for 40 years and will be missed. We thank George for his service and for continuing on the LUC Committee.

11. ADJOURNMENT

Motion #11 (St. Germain/Parenteau) Move we adjourn. All Aye, Passed Meeting
Adjourned at 7:45 p.m.

ATTEST:

Administrative Secretary

____1/16/18_____
Date

APPROVED:

Board Chairperson

____1/16/18_____
Date

Park Advisory Commission Meeting Minutes

NOVEMBER 16, 2017

5:30 P.M.

SOUTH SHORE TRINITY LUTHERAN

MEMBERS PRESENT	Anastacia Davis, Bryan Belisle, Dan Louismet, Mike Shepard, Don Torgerson,
MEMBERS ABSENT	Bill Ganzlin, Joann Toth
STAFF PRESENT	Mark Burch, Mike Natterstad
VISITORS	
NOTE TAKER	Mark Burch

AGENDA

1. CALL TO ORDER

There was no formal meeting. Park Advisory Commission Members attended a community meeting regarding plans to construct a trail along South Shore Boulevard. Meeting was held at South Shore Trinity Lutheran.

2. APPROVAL OF MINUTES

Approval of the minutes from October 19, 2017 was moved by Bryan Belisle and seconded by Mike Shepard. Motion carried.

3. APPROVAL OF AGENDA

Approval of the November 16, 2017 agenda was moved by Bryan Belisle and seconded by Mike Shepard. Motion carried.

4. COMMITTEE REPORTS

None.

5. UNFINISHED BUSINESS

None.

6. NEW BUSINESS

- a) Attend Lake Links Extension Open House at South Shore Trinity Lutheran Church at 2480 South Shore Boulevard from 5:30 pm to

7. OTHER STAFF REPORTS

None.

8. COMMISSION REPORTS

None.

9. OTHER BUSINESS

None.

10. ADJOURNMENT

The next meeting will be held on January 18, 2018 at 6:30 p.m. at City Hall.

There being no further business to come before the Park Commission, the meeting was adjourned. Moved by Bryan Belisle and seconded by Mike Shepard.

City of White Bear Lake Environmental Advisory Commission

MINUTES

Date: December 20, 2017	Time: 6:30pm	Location: WBL City Hall
COMMISSION MEMBERS PRESENT	Sheryl Bolstad, Gary Eddy, Chris Greene, Bonnie Greenleaf, Gary Schroeder (Chair), June Sinnett	
COMMISSION MEMBERS ABSENT	Eric Wagner	
STAFF PRESENT	Connie Taillon	
VISITORS	Samantha Crosby, Planning and Zoning Coordinator; Julie Drennen, Conservation Minnesota	
NOTETAKER	Connie Taillon	

1. CALL TO ORDER

The meeting was called to order at 6:37pm.

2. APPROVAL OF AGENDA

The commission members reviewed the agenda and had no changes. Commissioner Bolstad moved, seconded by Commissioner Sinnett, to approve the agenda as amended. Motion carried, vote 6/0.

3. APPROVAL OF MINUTES

a) November 15, 2017 meeting

The commission members reviewed the November 15, 2017 draft minutes and had a question about the wording 'rent out' in the last sentence on page 1. Commissioner Greenleaf asked if VLAWMO rents out their stenciling kits for a fee or if the kits are loaned out free of charge. Staff will look on the VLAWMO website for correct wording. Commissioner Greenleaf moved, seconded by Commissioner Eddy, to approve the minutes of the November 15, 2017 meeting with the correction as appropriate. Motion carried, vote 6/0.

4. VISITORS & PRESENTATIONS

Samantha Crosby, Planning and Zoning Coordinator for the City of White Bear Lake, discussed the current Comprehensive Plan update and introduced the sustainability goals and objectives matrix. The matrix is divided into six sustainability topic areas: energy conservation, climate resiliency, water conservation, waste reduction, healthy living/food access, and natural resources. Staff created a list of goals and objectives under each topic that will ultimately appear in each chapter throughout the plan. Commission members were asked to provide feedback on the draft goals and objectives.

Commissioner Greene stated that there will be additions to Consumer Confidence Report in the coming years, including reporting on unregulated contaminants. The City may want to consider adding an objective that states that the City will closely following these reports and be prepared to react to the findings. He would also like to see other drinking water quality and safety goals and objectives included in the Comprehensive Plan.

Commissioner Greenleaf likes the objective of treatment or removal of Ash trees each year in conjunction with the street reconstruction program, but encourages the City to identify specimen trees throughout the City that will receive treatment.

Other goals and objectives discussed include: discouraging 2-stroke engines and encouraging the adoption of

electric equipment through a rebate program, re-establish the Rambler Revolution project to promote energy conservation, encourage tap water use instead of bottled water, install exercise equipment in public places, promote battery recycling programs, include lake level information, and increase City involvement in community gardens to ensure that they continue to be available.

Commission members questioned the objective to consider a citywide ban of neonicotinoids because cities may not be able to legally ban pesticides. Commissioner Greenleaf asked if City's are allowed to ban chemical use in nurseries. She also suggested creating a list of questions that homeowners can ask nurseries about their use of neonicotinoids.

Commission members discussed drought tolerant lawn grass alternatives. Sam Crosby stated that the City ordinances could be updated to allow no-mow grass.

Julie Drennen with Conservation Minnesota mentioned that the 50% onsite energy production might not be feasible. She suggested looking at Mahtomedi's energy goal as an example. A more feasible number may be 15% to 20%. Julie will review the sustainability matrix and provide additional comments to staff.

Commission members asked if the goal of increasing tree canopy by 10% by 2030 takes into account losses due to emerald ash borer. Staff said that it does not take those losses into account.

Staff asked commission members to choose their top three objectives in each of the six categories and present at the January meeting.

5. UNFINISHED BUSINESS

a) 2017-2018 Work Plan

The commission members chose their top three goals to pursue in 2018: establish a storm drain stenciling program; pair recycling containers with all trash containers in the downtown area; and increase pollinator plantings on City property. Commission members discussed the possibility of turning mowed lawn areas on City property into pollinator plantings, and asked staff to determine the number of acres of mowed lawn areas that are not used for recreation.

b) Budget updates

Staff updated the commission members on remaining purchases from the 2017 budget for the Environmental Resource Expo. The compost bin can be purchased from the City for \$50.00, and the banner will be ordered before the end of the month for a cost not to exceed \$250.00. This leaves \$5.60 remaining in the 2017 budget.

c) Review last month's do-outs

Commission members reviewed last month's do-outs and asked staff to contact Rice Creek WD, Valley Branch WD and Ramsey Washington Metro WD regarding their interest in starting a storm drain stenciling program, and provide a summary of the conversations at the January Commission Meeting.

6. NEW BUSINESS

a) SolSmart program

Staff met with a SolSmart Advisor from the Met Council last month to learn more about the program. The advisor will be available for the next 18 months to provide guidance to communities that want to participate in the program. SolSmart is a government recognition program that also provides no-cost technical assistance to help communities explore solar possibilities on public lands or facilities, and assist in making it easier and more affordable for residents and businesses to invest in solar. The SolSmart advisor is available to guide staff through the application and designation process. Commissioner Greenleaf

moved, seconded by Commissioner Eddy, to support the City participating in the SolSmart Program. Motion carried, vote 5/0.

b) New do-outs

- Commissioners:
 - Choose top three goals in the sustainability spreadsheet from each of the six categories (energy conservation, climate resiliency, water conservation, waste reduction, health/food, natural resources) and present at the January meeting.
- Staff:
 - Order banner before the end of December
 - Contact watershed districts re: storm drain stenciling prior to January meeting

7. DISCUSSION

• **Staff Updates**

- Best Practices for Pollinators Summit
The Best Practices for Pollinators Summit is scheduled for Thursday, February 8th from 8am to 12:30pm at Silverwood Park in St. Anthony. Topics include Pollinator Conservation and Ecology, Pesticides, Innovative Park Management Practices, and more. The event is free and commission members are welcome to attend. Staff will also forward the event information on to the Parks Department.
- GreenStep 4
Staff started working on the GreenStep Cities Step 4 designation, which is due in May. To be considered for Step 4, we need to answer a series of questions in five categories. Our answers to these questions provide baseline conditions for metrics in energy use, transportation, parks and trees, stormwater, drinking water, solid waste, and climate. To achieve step 5, we must show improvement for specific baseline metrics established in step 4.
- January agenda
Sustainability Objectives for Comprehensive Plan
Storm drain stenciling

• **Commission Member Updates**

None.

8. ADJOURNMENT

The next meeting will be held on January 17, 2018 at 6:30pm at City Hall. Commissioner Greenleaf moved, seconded by Commissioner Bolstad, to adjourn the meeting at 8:44 pm. Motion carried, vote 5/0.

**MINUTES
PLANNING COMMISSION MEETING
CITY OF WHITE BEAR LAKE
January 29, 2018**

The regular monthly meeting of the White Bear Lake Planning Commission was called to order on Monday, January 29, 2018, beginning at 7:00 p.m. in the White Bear Lake City Hall Council Chambers, 4701 Highway 61, White Bear Lake, Minnesota by Chair Jim Berry.

1. CALL TO ORDER/ROLL CALL:

MEMBERS PRESENT: Chair Jim Berry, Erich Reinhardt, Marvin Reed, Peter Reis, Ken Baltzer and Mark Lynch.

MEMBERS EXCUSED: Mary Alice Divine.

MEMBERS UNEXCUSED: None.

STAFF PRESENT: Anne Kane, Community Development Director, Samantha Crosby, Planning & Zoning Coordinator, Jacquell Nissen, Housing and Economic Development Coordinator and Amy Varani, Recording Secretary.

OTHERS PRESENT: Tom Frattallone, Tom Greeninger.

2. APPROVAL OF THE JANUARY 29, 2018 AGENDA:

Member Reis moved for approval of the agenda. Member Lynch seconded the motion, and the agenda was approved (6-0).

3. APPROVAL OF THE DECEMBER 18, 2017 PLANNING COMMISSION MEETING MINUTES:

Member Baltzer moved for approval of the minutes. Member Reed seconded the motion and the minutes were approved (6-0).

4. CASE ITEMS:

A. Case No. 18-1-V: A request by **Frattallone Family, LLP** for an 8,000 square foot variance over the 10,000 square foot maximum per Code Section 1303.160. Subd. 10.b.6 which restricts the maximum area of a retail business located in the B-5 Central Business District and a 32 stall variance from Code Section 1303.160, Subd. 10.h.1.g that requires 32 on-site parking spaces for the property located at 4788 and 4796 Washington Avenue.

Kane discussed the case. Staff supports both variance requests, subject to the

conditions cited in staff's report.

Kane read a letter of support from Dale Grambush, a local business owner.

Berry asked about the windows in the old Sundt building; do they have to be used as a window on the interior or can the window just remain on the exterior? Kane stated that they can't be blacked out. Staff talked to the applicant and their contractor about putting photographs in the windows, similar to CVS. Staff encouraged them to have display windows; it could serve a small billboard of the seasonal products that are currently available. Kane believes it's their intent to retain those windows for light and viewing into the new sales floor area.

Lynch asked what the original logic was behind the 10,000 square foot maximum allowed. Kane explained that a moratorium was enacted in 2003 specifying that no new buildings over 10,000 square feet or drive-thru facilities were allowed in the B-5 District. The current zoning regulations that resulted from that limited the ground floor area of any one single retail business (not restaurants) to 10,000 square feet. In its current state, Ace Hardware is at 10,900 square feet. However, when staff studied it in 2003, it was an existing business in that location, and was a contributing factor to the pedestrian character, to the convenience of downtown and to the historic character of the District.

Berry opened the public hearing.

Tom Frattallone, Minneapolis, stated that the store has been a neighborhood place for a long time. His father bought it in 1981. They are a local family business that wants to make the White Bear Store look better. They've already expanded their south White Bear Lake store, adding 3,500 square feet and making it more shoppable. They've upgraded the outside of the facility. The new portion will have the same look on the façade. They're adding ADA compliant bathrooms to the main floor. It's a great opportunity to use a space that is not very well utilized. It will be 75% retail, adding many new products. He hopes that the Planning Commission will recommend approval on this.

Reis asked about the marketing dynamics that drove Frattallone to want to expand the business. It roughly doubles the size. Would he want to add another store? What does he think the optimal size is? Frattallone stated that this request would get the store to the optimal size. It will give enough area so that people can look at things without bumping into other things. They're trying to make a better experience. By making it more inviting and easier to shop, he may not have to do much more marketing. He may just be able to have people happier to be there.

Lynch asked, if this is approved, when their re-grand opening would be? Frattallone stated that it would probably be in June.

Lynch stated that staff did a great job of laying out good logic of why this is a good idea.

Member Reis moved to recommend approval of Case No. 18-1-V. Member Baltzer seconded the motion. The motion passed by a vote of 6-0.

5. DISCUSSION ITEMS:

A. Comprehensive Plan – Land Use Element.

Kane stated that the Planning Commission may recall that they had some initial conversations on Land Use last October for some key properties that, through Ramsey County valuations or staff knowledge of development industry interest, identified parcels that staff anticipates will likely change land use potentially by 2040.

Kane indicated there was some concern today when some representatives from MICAH Northeast (Metropolitan Interfaith Council on Affordable Housing) weren't reached out to. In staff's haste of getting a schedule together, they didn't necessarily reach out to all of the advocacy groups in the community. That stems from a change in the Comprehensive Plan process in that the City didn't have the advantage in 2015 or 2016, of having completed a community strategic planning process. With the changeover in the City Manager's office, it wasn't possible to get community input from a strategic planning process. So staff intentionally went out and did more of a public forum process throughout 2017. Following four months of Open Houses, staff was at Marketfest, the YMCA and the library. They've narrowed down priorities in all of the different elements. They want to utilize various groups, organizations and advisory boards for strategic planning input, along with the Planning Commission's input on Land Use and Housing. Staff will have a first run at a draft plan in early April. City staff will be reaching out to various groups in the community who have expressed interest in being more a part of this. Kane ensured the Planning Commission that staff hopes to have the opportunity to meet with them, as well as any other interested groups in the community that want to ensure that various elements of the Comprehensive Plan are addressing their concerns.

Kane discussed the Land Use Plan. She discussed various opportunity parcels, including the Kyle property, the former public works site, the Lowell triangle, the US Bank site, the city owned parcel with White Bear Bar and the US Post Office. Right after the Comprehensive Plan process will be the Rush Line Station planning process. The Ramsey County Rail Authority is the project manager. They just finished up the Locally Preferred Alternative (LPA) last summer. The LPA designates the route and the mode. She explained where the route would go from St. Paul to White Bear Lake.

Reis asked how the stations would look. Lynch asked if it would look like the A Line that is on Snelling. Kane confirmed that it would.

Kane went on to discuss the Frogner property and Gospel Fellowship Church property. In preliminary discussions, staff is encouraging developers to be innovative and forward thinking.

Kane stated that, regarding the Gospel Fellowship Church property, staff would like to see a development that faces Highway 96. Reed agreed.

Kane discussed the two auto dealers; staff hasn't reached out to them yet. It's very far into the future. The zoning that's being envisioned will still allow auto dealers to continue. They'll have to come up with some sort of incentive that makes it desirable for them to reduce their footprint.

The consulting firm that's been selected by Ramsey County to guide in the next phase after the LPA on the Rush Line is starting to go into the Environmental Analysis phase for the Federal Transit Competitive Process. That's a 24-30 month process. That will come as part of the Station Area Planning Taskforce.

Kane talked about the four corners at County Road E and Bellaire and the Wildwood Shopping Center converting. The Village Inn continues to move forward with selling off assets. The development activity will be postponed until the Comprehensive Plan can get approved by the Met Council in the early part of 2019. The City would not be able to issue any permits for that until then. The City is in a holding pattern with other parcels too.

Staff has identified about 65 acres for reguiding from something less intense to more intense. If all of those properties develop at their minimum prescribed density by 2040, they will produce 1,180 units. Met Council has assigned 1,200 units to the City. It's good that the City accommodate the growth, even at minimum densities.

Berry thanked staff for all the information they've put together. He stated that he doesn't like the idea of 7, 8, or 9 unit per acre density in White Bear Lake. It would change it's whole identity.

A. Comprehensive Plan – Housing Element.

Nissen stated that the housing stock has developed over the last 150 years, much of it previously to 1960. This presents challenges that the City is facing today, but also some opportunities in terms of redevelopment. The latest developments the City has experienced have been a majority of multi-family and sporadic small housing developments such as Wild Marsh Townhomes. As the housing population grows, the City will want to continue to strengthen the current housing stock and maintain great viable neighborhoods, along with continuing to attract new families and preserve existing stock with the life cycle housing that the City already enjoys. New housing types may change over time with increased density and different housing preferences.

Nissen discussed the different types of developments that have been added over the last 10 years, including BoatWorks Commons, Hoffman Place apartments, six Habitat for Humanity homes, townhomes, senior housing, and sporadic single-family homes. Each has addressed a different housing need throughout the community. In the next 10-20 years, the shape of what the housing stock will look like will continue to grow, but it'll be in all areas of future life cycle housing needs. The City has done a great job in the last 10 years accommodating for growth through a

variety of densities. By 2040, an additional need for 1200 units has been identified by Met Council. By 2030, the City needs 200 affordable units. The City has really focused on the Land Use Plan to help accommodate for that growth, understand what the needs are to accommodate, especially for affordable housing. Staff has engaged in preliminary discussions with MICAH to understand the current and future affordable housing challenges.

Nissen stated that staff identified the transit-oriented district to be a great area to focus a number of affordable units, in addition to Wildwood shopping center. They are key areas that could really accommodate for education, workforce transportation amenities nearby. It helps lower the cost of living when one has less transportation costs. With the Land Use plan, if the transit-oriented district and Century College nearby stations are appropriate for affordable housing, that would allow them to have just over 41 acres in total. Eight units per acre is what Met Council recommends that all cities adopt in order to accommodate for the affordable housing need. If the City allocated the 41 acres at 8 units per acres, 330 units can be accommodated for affordable housing. Nissen talked about the different levels of amenities and unit sizes among affordable and market rate multi-family developments. Some communities encourage mixed income housing, however it's important to understand the complexity of managing two types of housing and tenants in one building. As the City grows, working with very experienced developers and understand that market, will be the best approach to accommodating all needed housing units.

Berry stated that it sounds like affordable housing isn't just rental units that are all combined into one building. Nissen agreed. Berry stated that the City has single-family housing stock that he assumes meets the vast majority of affordable housing. Nissen stated that over 80% of the existing housing stock, including rental homes and owner-occupied homes, is considered affordable. Affordable standards translate to owner occupied and rental homes that residents can afford at an 80% area median income (AMI) level. For home values, it is important to note the home values are based off of Ramsey County's assessed valuation rather than market rate. The Downtown area has much higher market rate value than what they're being assessed at. What the market value is, per the tax, does not necessarily mean what they're selling rate is going at.

Kane stated that not all the acres located near transit will be solely dedicated for one type of housing unit. What the City wants to do is in those micro-station areas, reflect the diversity of housing stock that the City currently enjoys throughout the community. Kane stated that we need more high-end housing and high density right around Downtown to support the businesses that are coming in and to support more restaurants. One of the challenges of those 200 units is that 113 of them are allocated to the 30% area median income.

Kane talked about a property on Highland Avenue. It's a former convent. Staff has talked to potential developers who are interested in doing an innovative housing development like congregate living. Residents may share bathrooms or kitchens. She talked about SRO's (Single Room Occupancy). It would take rezoning of some sort or Conditional Use with neighborhood notice and public input. Staff thinks it's a

good idea to pursue; it's the execution and ongoing management and operation of it that will be critical.

There was discussion about the student housing at Century Commons which is the only SRO housing in the City.

Nissen talked about accessory dwelling units, such as granny flats or a room within a house that meet certain requirements.

Reis asked about tiny homes. Kane stated that the building code prohibits them because of room size requirements, as well as minimum house width of 22 feet. Staff will be monitoring St. Paul's review of a proposed "Tiny Home" ordinance.

Nissen talked about micro units, which could take form into a multi-family development or into a tiny house. It's the concept of living in a very small unit (smaller than a typical studio apartment) with nice finishes at a price that's attainable. It is an option the City could embrace with future housing developments.

Nissen stated the importance of keeping an open mind as housing preferences change and these new housing products come out, what developers are proposing in terms of what demographics they're attracting and their experience level, etc.

Another different housing concept is pocket neighborhoods. Pocket neighborhoods are usually smaller sized homes that are often more attainable. Normally also have shared amenities, smaller garages, and high architectural finishes. This type of development would be a great concept in smaller redevelopment opportunity sites.

Nissen explained what Net Zero energy efficient homes are. Net zero homes should be encouraged in all types of housing development.

Nissen went on to discuss the following:

Challenges:

- Aging housing stock
- Rising cost of housing compared to income
- Maintaining a diverse housing stock
- Diminishing subsidies
- Available land
- Changes in transportation

Housing Goals:

1. White Bear Lake will continue to seek opportunities for redevelopment for new housing options
2. WBL will protect the quality and character of its residential neighborhood through housing maintenance, preservation and sustainable building practices.

3. WBL will seek opportunities to expand its supply of affordable and life-cycle housing while maintaining its existing supply.

Goal #1 – Potential New Policies

- Inclusionary Housing Policy. Commissioners and Nissen saw this policy as a potential barrier from attracting good developers to the community. As Nissen mentioned previously, enforcing developers to create mixed income housing can be very difficult from a management standpoint.
- Reduced Development Cost. Nissen stated there are other options to lower development cost such as selling City owned land at little to no cost, offering Tax Increment or Abatement.
- Tax Increment Finance. This has been a successful tool in the City for Housing and Commercial Development.

Goal #2

- Consider zoning flexibility. Nissen stated that Accessory Dwelling Units (ADU's) can be constructed with a Conditional Use Permit, but staff could consider allowing ADU's by property right subject to zoning provisions. This could encourage another option for housing, and allow senior residents to stay on their single-family property longer by having another family on the property.
- Truth-in-housing inspection. Nissen will research this topic, as the Commissioners showed interest but also had some concerns.
- A local owner occupied housing improvement program. Nissen stated a program could be created to encourage existing home improvements, even similar to the City's Commercial Revolving Loan and Grant Program (RLGP).

Goal #3

- Tax abatement- Nissen stated this may be used for new housing developments or to encourage existing multi-family property owners invest in their properties. However, the City's share of the taxes on the majority of the properties may not be an incentive that is worth while. Nissen stated she will complete more research.
- Advance Notice of Sale. Commissioners wondered how long the City had to contact affordable housing developers or owners before the purchase agreement was allowed to move forward. Nissen stated she will look into the policy further.
- Non-discrimination based on the use of housing choice vouchers (Section 8) or other government programs. Nissen and the Commissioners agreed that there is already an adequate number of properties that accept Section 8 vouchers for the number of families using the vouchers in the City and neighboring communities.
- Local Program Offering Rehab Financing in Return for Affordability Commitments. Nissen stated this program could also be structured like the Commercial RLGP. Commissioners stated that even a 75-25% match may provide enough incentive for owners to participate in the program. One Commissioner mentioned that instead of offering a loan match, the City could offer a guarantee (full or partial) to rehab loans. This could be seen as more of a value to rental property owners than a loan match could.

- Locally owned affordable housing. Nissen stated that Pioneer Manor's debt service expires in 2023, with \$160,000 that could be potentially invested into Pioneer Manor II. Commissioners were not opposed for they see the need for additional affordable senior housing.

B. City Council Meeting Minutes of January 9, 2018.

-

C. Park Advisory Commission Meeting Minutes from November 16, 2017.

-

6. ADJOURNMENT:

Member Baltzer moved to adjourn, seconded by Member Reed. The motion passed unanimously (6-0), and the January 29, 2018 Planning Commission meeting was adjourned at 9:36 p.m.



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Richter, City Manager

From: Mark Burch, Public Works Director/City Engineer

Date: February 6, 2018

Subject: **Lease Amendments for Sprint Cellular Communications Equipment at the Miller Avenue Monopole Site and the Century Avenue Monopole Site**

BACKGROUND / SUMMARY

Sprint Spectrum has requested permission to modify the cellular equipment installed at two of the City's cellular support sites. The first site is at the Century Avenue Monopole and will be the 2nd Amendment to this lease agreement. The amendment will increase the monthly rent by \$466.00.

The second site is at the Miller Avenue monopole and will be the 3rd Amendment to this lease agreement. The amendment will increase the monthly rent by \$450.00.

The Engineering department has reviewed the proposed equipment modifications by Sprint and has approved the plans.

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution approving amendments to the Sprint leases at the Century Avenue and Miller Avenue sites.

ATTACHMENTS

Resolution

RESOLUTION NO.:

**RESOLUTION APPROVING LEASE AMENDMENTS WITH SPRINT SPECTRUM
FOR PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE CITY'S
MONOPOLES AT 3495 CENTURY AVENUE AND 4701 MILLER AVENUE**

WHEREAS, Sprint Spectrum has been operating telecommunications equipment from the City's monopole at 3495 Century Avenue and 4701 Miller Avenue, and

WHEREAS, Sprint Spectrum desires to amend its leases with the City to accommodate equipment modifications which are necessary to be competitive in the current mobile communication business, and

WHEREAS, the City desires to work with Sprint Spectrum to accommodate their needs, and

WHEREAS, the existing lease agreements need to be amended to accommodate the proposed equipment modifications.

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

- 1) The proposed 3rd Amendment to the lease agreement with Sprint Spectrum for equipment installation at the Miller Avenue monopole site is hereby approved including Exhibit A-6 which details the equipment to be installed under the amended lease.
- 2) The proposed 2nd Amendment to the lease agreement with Sprint Spectrum for equipment installed at the Century Avenue monopole site is hereby approved including Exhibit B-1 which details the equipment to be installed under the amended lease.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and Council Members

From: Ellen Richter, City Manager

Date: February 7, 2018

Subject: **Landlord's Agreement at 2125 4th Street**

BACKGROUND

On November 14, 2017 the City Council approved a lease agreement with The Good Table Restaurant Group II LLC for the property at 2125 4th Street (formerly occupied by Red Lantern). The new tenant is working on the previously discussed building improvements and anticipates opening The Burger Bar in early to mid-April. Part of the new tenant's financing package requires the landlord (the City of White Bear Lake) to enter into the attached "Landlord's Agreement." The agreement provides for subordination of the City's interest in the collateral which consists of the equipment that the tenant owns. The City's investment in this project is in the property improvements such as the electrical, HVAC and plumbing systems as well as the cosmetic improvements. The agreement does not allow the lender to reassign the lease in the case of default.

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council adopt the resolution authorizing the City Manager to execute the Landlord's Agreement.

ATTACHMENTS

Resolution
Landlord's Agreement

RESOLUTION NO.

**RESOLUTION AUTHORIZING
LANDLORDS AGREEMENT**

WHEREAS, the City of White Bear Lake owns real property at 2125 4th Street, White Bear Lake MN, 55110; and

WHEREAS, on November 14, 2017 the City Council agreed to lease the aforementioned property to Good Table Restaurant Group II LLC (the Tenant) where they will operate The Burger Bar; and

WHEREAS, as part of their financing the Tenant has requested that the City enter into a Landlord's Agreement with their lender; and

WHEREAS, City Staff has reviewed the Landlord's Agreement and recommend execution of it to allow the Tenant to secure financing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, that the City Council hereby authorizes the City Manager to execute the Landlord's Agreement for the Tenant.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

LANDLORD'S AGREEMENT

THIS LANDLORD'S AGREEMENT is dated as of the ___ day of _____, 2018, by City of White Bear Lake, a Minnesota Home Rule Charter City ("Landlord"), for the benefit of Alliance Bank, a Minnesota corporation ("Lender"), having an office at 55 East Fifth Street, Suite 115, St. Paul, Minnesota 55101.

RECITALS

- A. The Good Table Restaurant Group II LLC, a Minnesota limited liability company ("Borrower") has applied to the Lender for a loan, which loan is to be secured in part, by a security interest in all of the tangible and intangible personal property of Borrower ("Collateral").
- B. Landlord leases the real property known as 2125 – 4th Street, White Bear Lake, Minnesota ("Premises") to Borrower pursuant to a written lease agreement dated as of November 28, 2017, ("Lease").
- C. Some or all of the Collateral may be located on the Premises.
- D. Lender's extensions of credit to Borrower is conditioned upon Landlord executing this Landlord's Agreement.
- E. Landlord is willing to execute this Landlord's Agreement in order to accommodate Borrower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord agrees for the benefit of the Lender as follows:

1) Subordination Of Landlord's Interest In Collateral. The Landlord consents to the security interest of the Lender in the Collateral located at the Premises, and agrees that the Lender's security interest in the Collateral shall be superior in lien priority and rights of enforcement to any interest or lien right which the Landlord may have in the Collateral. The Landlord acknowledges that the Collateral is personal property and is not intended to be a fixture to the Premises. The Landlord subordinates to the security interests of the Lender any security interest, lien, distraint and levy rights which the Landlord may have in the Collateral. This subordination shall continue for so long as any obligations owed by the Borrower to the Lender remain unsatisfied. The Lender may at any time during normal business hours, following a default by Borrower on the loan owing to Lender, enter upon the Premises and remove the Collateral. In the event that the Lender damages the Premises in removing the Collateral, the Lender shall have the obligation to restore any portions of the Premises damaged by the Lender to the condition existing prior to the damage caused by the Lender.

2) Notification Of Lender Of Default; Lender's Right To Cure. The Landlord agrees to notify the Lender in writing at the above address prior to the Landlord exercising its enforcement remedies against the Borrower and to permit the Lender to have a period of sixty (60) days to cure or cause to be cured any act or event of default occurring under the Lease. The Landlord acknowledges that the Lender has no obligation or duty to cure or cause to be cured any act or event of default of the Borrower under the Lease, unless the Lender elects in writing to cure the default.

3) Removal Of Collateral After Default. In the event the Borrower defaults under the Lease and is evicted by the Landlord, the Lender shall have the right to keep and store any portion of the Collateral located at the Premises, on a month to month basis for a period of up to sixty (60) days, beginning on the date that the Borrower loses possession of the Premises, provided that the Lender pays to the Landlord each month's rent at the monthly rent provided for in the Lease. The Lender shall have no obligation to pay any unpaid rent due under the Lease which has accrued prior to the date the Borrower loses possession of the Premises. While the Lender is using the Premises for storage of the Collateral, the Lender shall maintain at the Lender's expense casualty

insurance and liability insurance for the benefit of the Landlord in the amounts of coverage required by the terms of the Lease.

4) Notification. The Landlord agrees to notify any successor in interest to the Landlord of the terms of this Landlord's Agreement, including any purchaser of the Premises or any subsequent mortgage holder.

5) Binding Nature. This Landlord's Agreement shall be binding upon the successors, assigns and transferees of the Landlord and shall inure to the benefit of the successors and assigns of the Lender.

IN WITNESS WHEREOF, the Landlord has executed this Landlord's Agreement the day and year first above written.

Landlord:

CITY OF WHITE BEAR LAKE
(a Minnesota Home Rule Charter City)

By: _____

Name: _____

Title: _____

Address: 4701 Highway 61
White Bear Lake, MN 55110



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Richter, City Manager
From: Kara Coustry, City Clerk
Date: December 19, 2017
Subject: **Massage Therapist License**

BACKGROUND

On January 1, 2016, City Ordinance 1127 went into effect which requires all persons performing massage therapy and related businesses to be licensed. The licensee is required to submit documentation which demonstrates they have received the appropriate training and insurance. A criminal history check and financial review are also conducted and approval from the Council is required for all massage related licenses.

SUMMARY

The City received a complete application for a massage therapist license from Yu Zhang of White Orchid Massage, a licensed Massage Therapy Establishment located at 1979 Whitaker, White Bear Lake.

The White Bear Lake Police Department verified the applicants' training credentials, insurance coverage, finances and criminal history reports and found nothing to preclude issuance of the above referenced massage therapist license.

RECOMMENDED COUNCIL ACTION

Staff recommends approval of the attached resolution for a massage therapist business license.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION APPROVING MASSAGE THERAPIST LICENSES
FOR THE BUSINESS CYCLE ENDING MARCH 31, 2018**

BE IT RESOLVED by the City Council of the City of White Bear Lake that the following massage therapist license be approved for the business cycle ending March 31, 2018.

Massage Therapists License

Yu Zhang	White Orchid 1979 Whitaker Street White Bear Lake, MN 55110
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The foregoing resolution offered by Councilmember _____ and supported by Councilmember _____, was declared carried on the following vote:

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

CC FY1



White Bear Lake Conservation District, 4701 Highway 61, White Bear Lake, MN 55110
Telephone: (651) 429-8520 Email: wblcd@msn.com Web: www.wblcd.org

January 23, 2018

City Administrator, Ellen Richter
City of White Bear Lake
4701 Highway 61
White Bear Lake, MN 55110

RE: WBLCD End of Year Financial Reports for 2017

Enclosed are the White Bear Lake Conservation District's End of Year Financial Reports for Fiscal Year 2017.

If you have any questions, please contact the District's Secretary/Treasurer Diane Longville at 651 426 4031.

Sincerely,
WHITE BEAR LAKE CONSERVATION DISTRICT

A handwritten signature in cursive script that reads 'Mary Harrington'.

Mary Harrington
Administrative Secretary

C: Diane Longville
White Bear Lake Conservation District, Financial Files, EOY

Encls: Balance Sheet, Budget vs. Actual, Cumulative Fund Balance Report.

Balance Sheet

As of December 31, 2017

Dec 31, 17

ASSETS

Current Assets

Checking/Savings

1010 · US Bank Checking	173,113.83
1120 · Petty Cash	3.68
1410 · US Bank Savings	2,389.44
1411 · Lake Area Bank Money Market	50,605.86

Total Checking/Savings 226,112.81

Total Current Assets 226,112.81

TOTAL ASSETS 226,112.81

LIABILITIES & EQUITY

Total Equity 226,112.81

TOTAL LIABILITIES & EQUITY 226,112.81

1:38 PM

White Bear Lake Conservation District
Budget vs. Actual
December 2017

12/26/17

Cash Basis

	Jan - Dec 17	Budget	\$ Over Budget
Income			
4010 · City of Birchwood Village	1,924.40	1,924.40	0.00
4020 · City of Dellwood	4,827.96	4,827.96	0.00
4030 · City of Mahtomedi	15,092.41	15,092.41	0.00
4040 · City of White Bear Lake	34,776.61	34,776.61	0.00
4050 · White Bear Township	19,081.62	19,081.62	0.00
4150 · License Application Fees	2,000.00	1,400.00	600.00
4151 · License Unit Fees	24,860.00	18,000.00	6,860.00
4200 · Interest Income	0.05	50.00	-49.95
4501 · Insurance Refunds	145.00		
4700 · Misc Refunds	65.00		
Total Income	102,773.05	95,153.00	7,620.05 ✓
Expense			
6010 · Water Patrol Costs	4,551.00	9,355.00	-4,804.00
6020 · Waters Quality Test / Analysis	0.00	3,200.00	-3,200.00
6034 · EWM Treatment / Control	22,188.87	43,000.00	-20,811.13
6036 · EWM Plant Survey	3,100.00	3,000.00	100.00
6050 · General Public Info / Education	664.14	2,500.00	-1,835.86
6060 · Lake Mgmt Misc	792.00	800.00	-8.00
6060a · Swimmers Itch Control Costs	653.00	500.00	153.00
6062 · Lake Level Resolution Committee	0.00	1,000.00	-1,000.00
6110 · Administrative Services	23,944.70	20,400.00	3,544.70
6111 · MN Unempl. Compensation	54.51	100.00	-45.49
6113 · US IRS	3,282.35	1,300.00	1,982.35
6115 · Engineering Fees	0.00	2,700.00	-2,700.00
6120 · Legal Services	10,000.00		
6130 · Insurance Premiums	1,149.00	1,100.00	49.00
6140 · Misc. Professional Services	2,144.12	550.00	1,594.12
6210 · Office Rent	1,200.00	1,200.00	0.00
6320 · Info Systems Software	321.32		
6410 · Office Supplies	146.73	500.00	-353.27
6420 · Stationary Supplies	374.00		
6440 · Copying Costs	306.62	500.00	-193.38
6450 · Postage Costs	584.40	550.00	34.40
6460 · Telephone Costs	804.15	748.00	56.15
6510 · Memberships/Seminars	1,860.00	1,600.00	260.00
6520 · Misc. Operating Expense	305.06	100.00	205.06
6530 · Meeting Cablecast	836.06	450.00	386.06
Total Expense	79,262.03	95,153.00	-15,890.97
Net Income	23,511.02	0.00	23,511.02

**White Bear Lake Conservation District
Cumulative Total Assets Balance Summary 1996 - present**

	Year	Budget	Actual
Revenue	1996/Audited	\$57,970.00	\$64,689.00
Expenses		\$57,970.00	\$40,774.00
Net		\$0.00	\$23,915.00
Total Assets Begin			\$58,628.00
Total Assets End			\$82,543.00
Revenue	1997	\$56,598.00	\$60,475.80
Expenses		\$56,598.00	\$37,205.47
Net		\$0.00	\$23,270.33
	Adjustments -\$648.74		-\$648.74
Total Assets Begin			\$82,543.00
Total Assets End			\$105,164.59
Revenue	1998	\$51,098.00	\$59,606.86
Expenses		\$51,098.00	\$55,810.11
Net		\$0.00	\$3,796.75
Total Assets Begin			\$105,164.59
Total Assets End			\$108,961.34
Revenue	1999	\$57,644.00	\$60,156.98
Expenses		\$57,644.00	\$70,869.53
Less Cash Drawer asset			-\$32.00
Net		\$0.00	-\$10,680.55
Total Assets Begin			\$108,961.34
Total Assets End (to date)			\$98,280.79
Plus Revenues Dec.	2000 Audited	\$60,647.00	\$56,131.60
Less Expenses Dec.		\$60,647.00	\$50,290.30
Net			\$5,841.30
Total Assets Begin			\$98,280.79
Total Assets End (to date)			\$104,122.09
Plus Revenues 2001	2001	\$57,810.00	\$65,012.60
Less Expenses 2001		\$57,810.00	\$44,880.89
Net			\$20,131.71
Total Assets Begin			\$104,122.09
CD value		\$40,000.00	
Total Assets End			\$124,253.80
Plus Revenues 2002	2002	\$55,834.00	\$60,250.25
Less Expenses 2002 (adjusted eoy)		\$55,834.00	\$66,842.89
Net			(\$6,592.64)
	Plus Special Project expenses pd from savings	\$19,170.00	
Total Assets Begin			\$124,253.80
CD value		\$41,800.00	
Total Assets End			\$117,661.16
Plus Revenues 2003	2003	\$55,834.00	\$52,400.12
Less Expenses 2003		\$55,834.00	\$51,644.02
Net			\$756.10

		Plus special project expenses to be pd from savings	\$15,836.64	
CD value			\$43,137.60	
Total Assets Begin				\$117,661.16
Total Assets End				\$118,417.26
Plus Revenues 2004	2004		\$49,648.00	\$49,473.55
Less Expenses 2004			\$71,636.00	\$59,490.18
Net				(\$10,016.63)
		Plus special project expenses to be pd from savings		
CD value			\$43,137.60	
Total Assets Begin				\$118,417.26
Total Assets End (to date)				\$108,400.63
Plus Revenues 2005	2005/AUDITED		\$48,448.00	\$49,779.12
Less Expenses			\$81,157.00	\$71,043.13
Net				(\$21,264.01)
		Plus special project expenses to be pd from savings		
CD value			\$45,434.43	
Total Assets Begin				\$108,400.63
Total Assets End (to date)				\$87,136.62
Plus Revenues 2006	2006		\$48,548.00	\$47,200.07
Less Expenses			\$77,348.00	\$60,159.45
Net				-\$12,959.38
		Plus special project expenses to be pd from savings		
CD value			\$47,535.63	
Total Assets Begin				\$87,136.62
Total Assets End (to date)				\$76,278.44
Plus Revenues 2007	2007		\$49,548.00	\$51,360.08
Less Expenses			\$73,308.00	\$66,170.91
Net				-\$14,810.83
		Plus special project expenses to be pd from savings		
CD value			\$49,912.77	
Total Assets Begin				\$76,278.44
Total Assets End 2007				\$61,467.61
2008				
			Budget	Actual
Plus Revenues 2008	2008		\$70,000.00	\$68,960.29
Less Expenses			\$70,000.00	\$47,710.97
Net				\$21,249.32
		Plus special project expenses to be pd from savings		
CD value			\$51,857.42	
Total Assets Begin				\$61,467.61
Total Assets End 2008				\$82,716.93

**White Bear Lake Conservation District
Cumulative Total Assets Balance Summary 1996 - present**

Plus Revenues 2009	2009	2009 Budget	2009 Actual
Less Expenses 2009		\$68,600.00	\$65,056.70
Net		\$68,600.00	\$87,137.79
			(\$22,081.09)
		Plus special project expenses to be pd from savings	
CD value		\$53,931.62	
Total Assets Begin			\$82,716.93
Total Assets End 2009			\$60,635.84
Plus Revenues 2010	2010 / Audited	2010 Budget	2010 Actual
Less Expenses 2010		\$71,399.99	\$129,296.06
Net		\$83,533.00	\$134,574.28
			(\$5,278.22)
		Plus special project expenses to be pd from savings	
MM acct		\$50,250.56	
Total Assets Begin			\$60,635.84
Total Assets End 2010			\$55,357.62
Plus Revenues 2011	2011	2011 budget	2011 actual
Less Expenses 2011		\$85,280.00	\$130,911.83
Net		\$85,280.00	\$97,069.73
			\$33,842.10
		Plus special project expenses to be pd from savings	
MM acct		\$50,364.76	
Total Assets Begin			\$55,357.61
Total Assets End			\$89,199.71
Plus Revenues 2012	2012	2012 budget	2012 actual
Less Expenses 2012		\$79,079.99	\$161,313.41
Net		\$19,080.00	\$154,069.47
			\$7,243.94
		Plus special project expenses to be pd from savings	
MM acct		\$50,454.88	
Total Assets Begin			\$89,199.71
Total Assets End			\$96,443.65
Plus Revenues 2013	2013	2013 budget	2013 actual
Less Expenses 2013		\$88,620.00	\$105,556.04
Net		\$88,620.00	\$83,512.48
			\$22,043.56
		Plus special project income carried over: USGS	
		\$599.60	
		: Lake Level OR EWM from Homeowners	
		\$6,025.00	
		Spent on EWM treatment August paid to Lake Mgm	
		-\$6,025.00	
		Plus special project expenses to be pd from savings	
MM acct		\$50,498.93	
Total Assets Begin			\$96,443.65
Total Assets End			\$118,487.21
Plus Revenues	2014	2014 budget	2014 actual
Less Expenses		\$92,204.00	\$99,658.12
Net		\$92,803.00	\$65,724.57
			\$33,933.55
		Plus special project income carried over: USGS	
		\$599.60	

MM acct		\$50,563.65	
	Total Assets Begin		\$118,487.21
	Total Assets End		\$152,420.76
		2015 Audited	2015 budget
Revenues			2015 actual
Expenses		\$92,203.69	\$110,043.04
Net		\$92,203.69	\$83,833.25
			\$26,209.79
	Plus special project income carried over: USGS	\$599.60	
MM Act		\$50,588.96	
	Total Assets Begin		\$152,420.76
	Total Assets End		\$178,630.55
		2016	2016 budget
Revenues			2016 actual
Expenses		\$94,153.00	\$98,443.05
net		\$94,153.00	\$74,421.81
			\$24,021.24
	Plus special project income carried over: USGS	\$599.60	
MM acct		\$50,605.86	
	Total Assets Begin		\$178,630.55
	Total Assets End		\$202,651.79
	JANUARY	2017	2017 budget
Revenues through Jan			2017 actual
Expenses through Jan		\$95,153.00	\$1,550.00
Net		\$95,153.00	\$2,629.48
			(\$1,079.48)
	Plus special project income carried over: USGS	\$599.60	
MM Account		\$50,605.86	
	Total Assets Begin		\$202,651.79
	Total Assets End		\$201,572.31
	FEBRUARY	2017	2017 budget
Plus Revenues Through February			actual
Less Expenses Feb		\$95,153.00	\$1,585.01
Net		\$95,153.00	\$4,812.15
			(\$3,227.14)
	Plus special project income carried over: USGS	\$599.60	
MM acct		\$50,605.86	
	Total Assets Begin		\$202,651.79
	Total Assets End		\$199,424.65
	MARCH	2017	2017 budget
Plus Revenues through Mar.			actual
Less Expenses Mar.		\$95,153.00	\$1,735.01
Net		\$95,153.00	\$7,003.02
			(\$5,268.01)
	Plus special project income carried over: USGS	\$599.60	
MM acct		\$50,605.86	
	Total Assets Begin		\$202,651.79
	Total Assets End		\$197,383.78

		APRIL	2017	2017 budget	actual
Plus Revenues through Apr					
Less Expenses thru Apr				\$95,153.00	\$1,935.01
Net				\$95,153.00	\$9,639.87
MM acct	Plus special project income carried over: USGS			\$599.60	(\$7,704.86)
				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$194,946.93
		MAY	2017	2017 budget	actual
Plus Revenues through May				\$95,153.00	\$83,468.02
Less Expenses May				\$95,153.00	\$12,360.57
Net					\$71,107.45
MM acct	Plus special project income carried over: USGS			\$599.60	
				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$273,759.24
		JUNE	2017	2017 budget	actual
Plus Revenues through June				\$94,153.00	\$89,018.02
Less Expenses June				\$94,153.00	\$16,044.33
Net					\$72,973.69
MM acct	Plus special project income carried over: USGS			\$599.60	
				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$275,625.48
		JULY	2017	2017 budget	actual
Plus Revenues through July				\$94,153.00	\$89,068.03
Less Expenses July				\$94,153.00	\$16,293.78
Net					\$72,774.25
MM acct	Plus special project income carried over: USGS			\$599.60	
				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$275,426.04
		AUGUST	2017	2017 budget	actual
Plus Revenues through Aug				\$94,153.00	\$89,068.04
Less Expenses Aug				\$94,153.00	\$44,963.93
Net					\$44,104.11
MM acct	Plus special project income carried over: USGS			\$599.60	
				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$246,755.90
		SEPTEMBER	2017	2017 budget	actual
Plus Revenues through Sept				\$94,153.00	\$90,268.04
Less Expenses Sept				\$94,153.00	\$56,371.63
Net					\$33,896.41
MM acct				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$236,548.20

		OCTOBER	2017	2017 budget	actual
Plus Revenues through Oct				\$94,153.00	\$100,868.05
Less Expenses Oct				\$94,153.00	\$58,717.69
Net	Plus special project income carried over: USGS			\$599.60	\$42,150.36
MM acct				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$244,802.15
		NOVEMBER	2017	2017 budget	actual
Plus Revenues through Nov				\$94,153.00	\$101,918.05
Less Expenses Nov				\$94,153.00	\$71,057.00
Net	Plus special project income carried over: USGS			\$599.60	\$30,860.40
MM acct				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$233,512.19
		DECEMBER	2017	2017 Budget	Actual
Plus Revenues through Dec	Actual			\$94,153.00	\$102,773.05
Less Expenses Dec				\$94,153.00	\$79,262.03
Net	Plus special project income carried over: USGS			\$599.60	\$23,511.02
MM acct				\$50,605.86	
	Total Assets Begin				\$202,651.79
	Total Assets End				\$226,112.81

**White Bear Lake Conservation District
Cumulative Total Assets Balance Summary 1996 - present**

FYI



Rice Creek Watershed District

NOTICE OF PUBLIC HEARING on

**Urban Stormwater Remediation Cost-Share Requests from
Cities of Columbia Heights, Fridley, Hugo, Lino Lakes, Mahtomedi, New Brighton, Roseville,
Shoreview and Saint Anthony, White Bear Township and Minnesota Commercial Railway**

PLEASE TAKE NOTICE that at its **regular board meeting on Wednesday, February 28, 2018 at 9:00 a.m.** in the Shoreview City Council Chambers, 4600 North Victoria Street, Shoreview, Minnesota, the Rice Creek Watershed District (RCWD) Board of Managers will receive public comment under Minnesota Statutes 103B.251 on the ordering of one or more of the following projects: City of Columbia Heights – Silver Lake Boat Landing Stormwater Retrofits (\$50,000), City of Fridley – 69th Avenue Road Diet and Median Infiltration (\$50,000), City of Hugo – Stormwater Asset Management Program (\$12,000), City of Lino Lakes – LaMotte Neighborhood Biofiltration Basin (\$39,500), City of Lino Lakes – West Shadow Lake Drive Sanitary Extension (\$50,000), City of Mahtomedi – Glendale Park BMP (\$50,000), City of Mahtomedi – Phase 3 Historic District Improvements (\$50,000), Minnesota Commercial Railway – Rice Creek Bridge Stabilization and Shoreline Protection (\$27,716), City of New Brighton – Lions Park Stormwater Reuse (\$50,000), City of Roseville – Evergreen Park Underground Filtration & Reuse (\$205,000), City of Shoreview – Rice Creek Fields Stormwater Reuse (\$50,000), City of Saint Anthony – Central Park Splash Pad Reuse Irrigation (\$50,000) and White Bear Township – Bald Eagle Lake Outfall Improvements (\$37,000). The RCWD may select all, some or none of the applications for full or partial funding. The RCWD’s total share of cost for selected projects will not exceed \$390,000 and would be funded by general tax levy on real property within the watershed. The cost-share requests can be reviewed at www.ricecreek.org or at the District office, 4325 Pheasant Ridge Dr., #611, Blaine, MN 55449-4539. 763-398-3070

4325 Pheasant Ridge Drive NE #611 | Blaine, MN 55449 | T: 763-398-3070 | F: 763-398-3088 | www.ricecreek.org

BOARD OF MANAGERS	Michael J. Bradley Ramsey County	Barbara A. Haake Ramsey County	Patricia L. Preiner Anoka County	Steven P. Wagamon Anoka County	John J. Waller Washington County
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