



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, MAY 22, 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 May 8, 2018

3. APPROVAL OF THE AGENDA

4. VISITORS AND PRESENTATIONS

A. Northeast Youth and Family Services – Jerry Hromatka

B. Tom Snell – White Bear Area Chamber of Commerce

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution approving request for a Comprehensive Plan extension

B. Resolution approving the general obligation bond sale

C. Resolution Approving Change Order No. 1 for the 2018 Seal Coating Project, City Project No. 18-02

D. Resolutions authorizing Bellaire Center Tenant Rental Agreements

- E. Resolution authorizing a Community Roadside Landscape Partnership Program application in support of proposed landscape enhancements within the I-35E right of way adjacent to Tower Crossings. (Division 25, LLC)

10. CONSENT

- A. Resolution approving a temporary liquor license for Pine Tree Apple Classic
- B. Resolution approving a Massage Therapy Establishment license for Red Dragonfly Massage
- C. Acceptance of March Environmental Advisory Commission Minutes
- D. Resolution approving Fire Department Auto Aid Agreements with Lake Johanna, Maplewood and Hugo

11. DISCUSSION

12. COMMUNICATIONS FROM THE CITY MANAGER

- Green Step City – Step 4
- Legislative Update
- Lake Level Litigation – Appeal Process
- Manitou Days Parade – Council participation
- Whitaker Street End Lease
- 4 Square Flats Concept – Developer’s next neighborhood meeting: Wednesday, June 6th, 5 – 8 pm, Century College Theatre
- So Shore Blvd Trail

13. ADJOURNMENT



**MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, MAY 8, 2018
7:00 P.M. IN THE COUNCIL CHAMBERS**

1. CALL TO ORDER AND ROLL CALL

Mayor Jo Emerson called the meeting to order at 7:04 p.m. Councilmembers Doug Biehn, Kevin Edberg, Steven Engstran, Dan Jones and Bill Walsh in attendance. Staff members present were City Manager Ellen Richter, Assistant City Manager Rick Juba, City Engineer Mark Burch, Community Development Director Anne Kane, City Clerk Kara Coustry and City Attorney Andy Pratt.

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

It was moved by Councilmember **Biehn** seconded by Councilmember **Walsh**, to approve the Minutes of the Regular City Council Meeting on April 24, 2018.

Motion carried unanimously.

It was moved by Councilmember **Jones** seconded by Councilmember **Engstran**, to approve the Minutes of the Closed City Council Meeting on April 24, 2018.

Motion carried unanimously.

3. APPROVAL OF THE AGENDA

City Manager Richter added acceptance of April Planning Commission Minutes to 10A.

It was moved by Councilmember **Biehn** seconded by Councilmember **Edberg**, to approve the agenda as presented.

Motion carried unanimously.

4. VISITORS AND PRESENTATIONS

A. Dispatch Recognition

Police Chief Swanson reported that the City converted to Ramsey County Dispatch last Tuesday. In 2017, the City's five dispatchers received 29,000 calls for service. Chief Swanson recognized Wendy Colucci (nearly 35 years), Angie Stewart (nearly 23 years), Naomi Clark (13 years), Ben Leibel (2 years) and Patrol Officer Jon Sanders who offered to fill-in last October 2017. She thanked them for their professionalism, dedication and grace throughout this recent and emotional change.

B. Wendy Colucci Retirement Recognition

On behalf of the City Council and the residents of White Bear Lake, Mayor Emerson thanked Wendy for her nearly 35 years of service to the community and presented the bear plaque.

C. Law Enforcement Memorial Proclamation

Mayor Emerson read the Law Enforcement Memorial Proclamation and declared May 13-19, 2018 as Police Week in the City of White Bear Lake with May 15th being dedicated for the Peace Officers Memorial Day in honor of all fallen officers and their families and US Flags should be flown at half-staff.

Mayor Emerson also encouraged the community to attend the Suburban Law Enforcement Memorial Service at St. Mary Church on May 17th at 11:00 a.m.

D. White Bear Lake Lacrosse Team

City Engineer Burch presented members of the White Bear Lake Lacrosse Association and explained that as adult softball has waned, the fields at Podvin Park are in the process of being converted for Lacrosse. Through fundraising efforts, the White Bear Lacrosse Association presented Mayor Emerson with a check in the amount of \$81,500, to pay for field renovations including irrigation, sod, removal of backstops and new fencing. Mr. Burch said that the City has also invested \$16,500 for improvements.

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

A. Consent

1. Consideration of a Planning Commission recommendation for a resolution granting a sign variance for the White Bear Lake Sports Center (18-4-V). **Resolution No. 12226**
2. Consideration of a resolution granting a one year time extension for a setback variance at 4583 2nd Avenue (17-9-V). **Resolution No. 12227**

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

Motion carried unanimously.

B. Non-Consent

1. Consideration of Planning Commission recommendation for a resolution granting a conditional use permit for the White Bear Center for the Arts (18-2-CUP).

Community Development Director Kane reported that the White Bear Center for the Arts on Long Avenue has acquired rights to 4962 Division Avenue, zoned R-3, Single Family Residential. The property is approximately one acre and contains a two-story residence with detached garage. White Bear Center for the Arts is requesting a conditional use permit for a community center in a residential zoning district in order

to construct a parking lot expansion to supplement parking for the Center for the Arts and Lakeshore Players Theatre.

Ms. Kane relayed the details of the proposed design to include double the setbacks from neighboring properties, and a six-foot tall wooden privacy fence for screening along both the north and south sides. Existing trees will be maintained and new trees will be planted to create a park-like setting near Division Street. The perimeter of the property will feature a scenic walkway that will link the new parking area to the existing property. The path, periodically lined with low profile bollard lights, also offers a connection to the Lakeshore Players Theater. The White Bear Center for the Arts has indicated a willingness to share the proposed parking with the theatre, providing a greater benefit to the neighborhood by alleviating parking needs for both users.

Ms. Kane explained that the only access provided along Division is for emergency vehicles, via a grid system with grass, so that it will essentially be hidden from view except for the curb cut. This also provides ADA access to the art path. Parking lot lights are proposed to be located in the center island.

Councilmember Jones inquired as to the percentage of impervious surface and stormwater management. Ms. Kane estimated 25-30% or less is impervious. Run-off would be captured from the drive aisles and diverted into pervious parking pavers, but if stormwater run-off continues to be an issue, rain gardens would be installed to supplement the system. Ms. Kane also confirmed that a standard stormwater maintenance agreement is part of the CUP.

Councilmember Walsh asked for clarification related to the chained fence between the current parking lot and the proposed new parking lot, and the City's ability to allow a parking lot in a residential district. Ms. Kane explained the fence would be chained when the lot is not needed or when the establishment is closed. She clarified that all residentially zoned districts are set up to allow community centers, places of worship, school and the like as conditional uses.

Councilmember Walsh pointed out that the house on this lot currently contributes about \$400 in taxes for the City. He inquired whether the City will be forgoing this amount, or if the Center for the Arts will be assuming the \$400 tax payment. City Manager Richter explained that since the Center for the Arts is non-profit, no taxes would be collected on the proposed parking lot.

Councilmember Jones stated that the value of the Center for the Arts and the business it brings into the community is tough to measure, but certainly covers the \$400.00. He invited the Arts Center Director to address the "poor planning and growth" comment from residents questioning their need to expand already after just a few short years.

Suzi Hudson, Executive Director for the White Bear Center for the Arts, shared that it will be five years this summer since moving into and renovating the current location. Growth has doubled in that time, with morning and afternoon classes at full capacity. Ms. Hudson explained that this parking solution is being sought to proactively address cars parking along Long Avenue and additional growth anticipated due to Lakeshore Players relocating next door.

Councilmember Jones remembered when the Center for the Arts initially presented an

aggressive projected growth rate. He stated it is a difficult thing to predict, especially now that Lakeshore Players has relocated next door.

In response to Councilmember Edberg, Ms. Hudson stated that through community events, they reach 30,000 people annually, and 10,000 are served at their new location annually. Ms. Hudson explained that the addition of the public art gallery is new for the Center for the Arts and they are experiencing visitors daily, which combined with classes, takes all the available parking. Councilmember Edberg thanked Ms. Hudson and the Center for the Arts for its vision and noted that community-wide interest is a testament to the need for this cultural amenity in the City.

Councilmember Biehn echoed Councilmember Edberg's statements. The Center for the Arts is beautiful and he is very impressed with the design of the proposed parking lot. Ms. Hudson elaborated that a neighborhood meeting was held on February 1st, in which 15-20 neighbors attended and provided feedback and design suggestions. Through that process, the Center for the Arts responded to expressed concerns about lighting, security, access and stormwater run-off.

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn**, to adopt **Resolution 12228** granting a conditional use permit for the White Bear Center for the Arts (18-2-CUP).

Councilmember Walsh was not thrilled at the prospect of establishing a parking in a residential neighborhood, but stated he would vote yes based on the fact that the Center for the Arts listened to its neighbors and addressed some of their concerns in the design, along with unanimous vote by the Planning Commission.

Motion carried unanimously.

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution approving a Joint Powers Agreement with White Bear Township

City Manager Richter reported that the City has been working with the Town of White Lake related to improvements on Centerville Road. The attached joint powers agreement describes the City's and Town's participation and assessments being considered for the project.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Engstran**, to adopt **Resolution No. 12229** approving a Joint Powers Agreement with White Bear Township.

Motion carried unanimously.

B. Resolution approving a Public Improvement Escrow and Disbursing Agreement with Division 25 White Bear, LLC (Centerville Road Improvement Project)

Community Development Director Kane reported that the Town of White Bear Lake, the City of White Bear Lake and Ramsey County have been working together with Division 25 White Bear, LLC, the Developer, to facilitate the proposed street and traffic signal improvements on Centerville Road. Improvements to the public roadway including the addition of a traffic signal at Cub Foods' north entrance and the entrance to Tower Crossings (White Bear Heights and Lunds & Byerlys) are designed to improve safety and reduce turning conflicts. Public improvements will be funded collectively by the County, the Township, the City and the developer.

Ms. Kane explained that the City is acting as the lead agency on the project to accommodate a fast track construction schedule for a fall 2018 completion date and grand opening of the grocery store. In order to keep the project moving forward to meet this ambitious deadline, the Developer has agreed to fund 100% of the construction costs up front. This does not include the cost of additional mill and overlay work north of the project that Ramsey County added to the project. Ramsey County has pledged to pay for this portion of the project in full, (approximately \$150,000). Terms of the Escrow Agreement allow for disbursement of funds as various agencies match their obligations.

Ms. Kane stated that the disbursing agreement outlines the terms for disbursement, reimbursement and the schedule for releasing escrowed funds. Today, the title company confirmed full receipt of \$820,000. Upon Council approval of the Public Improvement Escrow and Disbursing Agreement, the City of White Bear Lake will have all funds in place necessary to pay out the contract considered for the Centerville Road Improvement Project (considered under 9C).

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn**, to adopt **Resolution No. 12230** approving a Public Improvement Escrow and Disbursing Agreement with Division 25 White Bear, LLC

Motion carried unanimously.

C. Resolution accepting bids and awarding contract for the Centerville Road Improvement Project, City Project No. 18-16

City Engineer Burch reported that the City of White Bear Lake received two (2) bids for construction of the Centerville Road Improvement Project on April 27, 2018 with Forest Lake Contracting, Inc. of Forest Lake, Minnesota submitting the lowest base bid of \$894,359.47. The other bid was from T. S. Shifsky and Sons. Mr. Burch noted the Joint Powers Agreement with the Town of White Bear Lake (approved in 9A) and the Escrow Agreement with the Developer (approved in 9B) are in place to cover payment of this contract.

It was moved by Councilmember **Walsh**, seconded by Councilmember **Edberg** to adopt **Resolution No. 12231** accepting bids and awarding contract for the Centerville Road Improvement Project, City Project No. 18-16

Motion carried unanimously.

D. Resolution accepting bids and awarding contract for the 2018 Bituminous Seal Coating Project, City Project No. 18-02

City Engineer Birch reported that the City performs seal coating of bituminous streets to prevent water from entering the pavement and gravel base, to renew the wearing surface of the roadway and to improve the appearance of the street. He shared that the City received bids for the 2018 Bituminous Seal Coating Project on April 18, 2018 as follows:

| CONTRACTOR | TOTAL BID ITEMS | BID ALTERNATE NO. 1 |
|---------------------|-----------------|---------------------|
| Pearson Bros., Inc. | \$210,555.08 | \$75,917.28 |
| Allied Blacktop Co. | \$213,783.23 | \$74,335.67 |
| Astech Corp. | \$258,360.45 | \$126,528.80 |

Mr. Burch recommended awarding the contract in the amount of \$210,555.08 to Pearson Bros., Inc. of Hanover, MN, who submitting the lowest base bid.

Mr. Burch foreshadowed the need for a change order to this project, as the buckshot gravel rock specified in the bid is being phased out. Mr. Burch explained that an alternative is trap rock, a more expensive product but a more superior product than buckshot. He mentioned some of the cost would be mitigated through cheaper transport of trap rock from Dressier, WI versus trucking buckshot from Shakopee, MN.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Engstran**, to adopt **Resolution No. 12232** accepting bids and awarding contract for the 2018 Bituminous Seal Coating Project, City Project No. 18-02

Motion carried unanimously.

E. Resolution approving City Manager’s 2018 compensation

Councilmember Jones noted that 2017 was City Manager Richter’s second full year as manager and for which she guided the City Council through some huge issues including the Lake Level Litigation, 911 Dispatch and restructuring of the Fire Department and major shifts in finance through enterprise funds.

Councilmember Biehn has been very pleased with the City Manager’s service to the City and thanked her for a job well done.

Mayor Emerson expressed her appreciation on behalf of the Council for the work that Ellen has done and her leadership throughout some significant challenges.

Ms. Richter accredited her success to efforts and support of an amazing and talented team working at the City.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Edberg**, to adopt **Resolution No. 12233** approving City Manager’s 2018 compensation

Motion carried unanimously.

10. CONSENT

A. Acceptance of March White Bear Lake Conservation District Minutes, March Park Advisory Commission Minutes

B. Resolution approving an off-sale liquor license for A and Y Inc. dba Birch Lake Liquor.
Resolution No. 12234

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn**, to adopt the Consent Agenda as amended to include the April Planning Commission Minutes.

Motion carried unanimously.

11. DISCUSSION

12. COMMUNICATIONS FROM THE CITY MANAGER

- In addition to the 11:00 a.m. Law Enforcement Memorial Service on May 17th, the City is hosting its first Touch a Truck event at 5:00 p.m. at Podvin Park in which there will be police squads, fire trucks, ambulance and a variety of street vehicles. Bring a non-perishable food item for the Food Shelf.
- There will be a commercial shoot on Thursday, May 10th for UCare beginning at 8:30 a.m. in downtown White Bear Lake. White Bear Lake is one of four stops on their route, which starts in Duluth and ends in Northfield.
- The White Bear Lake Conservation District agreed to waive 2018 assessments because of efforts by the City Council and other Councils around the lake.
- Legislation has passed in the House for an “effective stay” on the DNR Court order until July 2019. If passed, the DNR would be prevented from enforcing water permit amendments. Residents are reminded that irrigation is banned in the City of White Bear Lake, daily between the hours of 10:00 a.m. – 5:00 p.m. from May 1st – September 30th.
- The City’s Annual Financial report was recently completed and provided to the Council. The auditor will provide a summary of the report at the June 12th City Council meeting.
- Engineering Updates – Mark Burch
 - Street projects are progressing nicely along 10th and 11th Streets, with curb being poured next week. Asphalt and concrete was removed from Old White Bear Avenue and Metropolitan Council’s new sewer line will go in next week. Curb has been removed from Sumac and Manitou Roads in preparation for mill and overlay. Concrete work is underway on the trail at Birch Lake Blvd and White Bear Parkway.
 - Launch docks are in, the buoys go in next week and the Marina has some boats on slips already.
 - Flagpole work happens on May 24th at Clark and Highway 61. The VFW, American Legion and the Lions Club will be conducting a ceremony to retire the flag. The wind broke the flag off the pole prematurely, but the flag was recovered for the ceremony. Work is slated for completion in time for a November 11th dedication.
 - The water treatment plant will be softening water again next week and hydrant flushing will follow.
 - The Sports Center project is on schedule and a month into renovation. The floor will be poured by the end of May, which then cures for 30 days.
- Community Development Updates - Anne Kane
 - The first neighborhood meeting for the 4-corners proposal was held last night with

about 250 attendees. A rough timeline will include another neighborhood meeting at the end of May/early June. A traffic study submitted by the end of June allows for the first Planning Commission Public Hearing to consider a concept plan in July. Then City Council's consideration of the concept plan PUD in August. Following that, a more refined plan would be submitted for the Development Plan PUD, which the Planning Commission and then the City Council would consider in late fall. By the end of the Development Phase PUD, a contract for redevelopment, TIF discussions and finalized numbers. The City Council would consider a potential contract in October or November.

- Councilmember Edberg asked staff to provide a report on an energetic Cinco de Mayo held in the City on Saturday. Music was loud and audible throughout most of south White Bear Lake. Ms. Richter explained this event was at El Pariente Mexican Grill in the Wildwood Shopping Center. The City Council approved the special event permit at its April 24th meeting. Like other events, they were told if there were complaints, they would be asked to turn the music down, or turn it off.

13. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Walsh** seconded by Councilmember **Jones** to adjourn the regular meeting at **9:29 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: Anne Kane, Community Development Director

Date: May 17, 2018 for the May 22nd City Council Meeting

Subject: **2040 COMPREHENSIVE PLAN UPDATE/Extension Request**
Case No. 17-1-CP

BACKGROUND

Over the past several months, staff from the Planning and Engineering Departments have presented detailed outlines, exhibits, and maps of the required plan elements (Land Use, Housing, Natural Resources, Parks/Trails, Transportation and Utilities; as well as two optional elements—Resilience and Economic Competitiveness) to various advisory boards and commissions. Good discussion and feedback has been provided and staff looks forward to pulling together the elements into one comprehensive document.

SUMMARY

The Comprehensive Plan review and update is being prepared using in-house staff and resources. However, carving out adequate time needed to draft the actual document for review and consideration before the Planning Commission has proved difficult. While staff had hoped to be in a position to schedule the Public Hearing for the May 28th Planning Commission meeting, it became evident based on work load and competing case load, that an extension would be necessary. While we anticipate being in a position to conduct the Public Hearing by the end of this summer, a full six-month extension is requested to provide adequate flexibility to the timeline. In discussing the matter with the City's Sector Representative at Metropolitan Council, staff was encouraged to seek the full extension even if only 90-120 days were anticipated being needed.

RECOMMENDATION

Staff recommends approval of the resolution authorizing a formal extension request for the deadline to submit the Comprehensive Plan to the Metropolitan Council.

ATTACHMENT

Resolution
2040 Comp Plan Extension Request form

RESOLUTION NO.

**A RESOLUTION REQUESTING ADDITIONAL TIME
WITHIN WHICH TO COMPLETE COMPREHENSIVE PLAN
“DECENNIAL” REVIEW OBLIGATIONS**

WHEREAS, Minnesota Statutes, section 473.864, requires local governmental units to review and, if necessary, amend their entire comprehensive plan and their fiscal devices and official control at least once every ten years to ensure comprehensive plans confirm with metropolitan system plans and ensure fiscal devices and official controls do not conflict with comprehensive plans or permit activities that conflict with metropolitan system plans; and,

WHEREAS, Minnesota Statutes, Sections 473.858 and 473.864, require local governmental units to complete their “decennial” reviews by December 31, 2018; and,

WHEREAS, Minnesota Statutes, Section 473.864, authorizes the Metropolitan Council to grant extensions to local governmental units to allow local governmental units additional time within which to complete the “decennial” review and amendments; and,

WHEREAS, any extensions granted by the Metropolitan Council must be submitted by May 31, 2018 and must include a timetable and plan for completing the review and amendment; and,

WHEREAS, the City of White Bear Lake will not be able to complete its “decennial” review by December 31, 2018 for the following reasons: staff workload and area development or redevelopment plans in process; and,

WHEREAS, the City Council finds it is appropriate to request from the Metropolitan Council an extension so the City can have additional time to complete and submit to the Metropolitan Council for review and updated comprehensive plan and amend its fiscal devices and official controls;

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

1. The City Planner is directed to submit to the Metropolitan Council no later than May 31, 2018, an application requesting an extension to May 31, 2019.
2. The City Planner is directed to include with the request a reasonable detailed timetable and plan for completing the review and amendment by May 31, 2019 and review and amendment of the City’s fiscal devices and official controls.

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

2040 COMP PLAN EXTENSION REQUEST

Please send your completed request form and accompanying Resolution via email or mail to the **Reviews Coordinator** at the Metropolitan Council by **May 31, 2018**. Your responses to the following questions will provide the Metropolitan Council with information needed to review your extension request.

1. Please provide the following information:

| | |
|----------------|--|
| Community Name | |
| Contact Person | |
| Request Date | |
| Phone Number | |
| Email Address | |

2. PLANNING PROCESS TIMELINE: Please provide the target dates for each step of the planning process identified below. If you have already completed a step, indicate “completed” with the date in the table.

| Process Step | Target Date |
|---|-------------|
| Completion of draft plan text and mapping | |
| Initiation of 6-month review/comment period by adjacent jurisdictions, affected special districts, and school districts | |
| Public hearing date | |
| City Council / Town Board / County Board action | |
| Date of plan submission to the Metropolitan Council | |
| Completion of fiscal devises and official controls review/amendment | |

3. PLANNING ISSUES: Please identify the issue(s) below that are contributing to the need for the requested extension.

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Staff workload <input type="checkbox"/> Contract planner delays <input type="checkbox"/> Issues affecting adjacent communities <input type="checkbox"/> Data/mapping/GIS <input type="checkbox"/> Area development or redevelopment plan(s) in process <input type="checkbox"/> Planning Commission/City Council/Board member concerns <input type="checkbox"/> Population, household, employment forecast issues <input type="checkbox"/> Sewer flow forecast issues <input type="checkbox"/> MUSA/Growth staging plan <input type="checkbox"/> Public participation process <input type="checkbox"/> Density policy issues | <ul style="list-style-type: none"> <input type="checkbox"/> Community Designation considerations <input type="checkbox"/> Development of plan components: <ul style="list-style-type: none"> <input type="radio"/> Existing Land Use <input type="radio"/> Future Land Use <input type="radio"/> Housing <input type="radio"/> Surface Water Management <input type="radio"/> Transportation <input type="radio"/> Wastewater <input type="radio"/> Parks and Trails <input type="radio"/> Water Supply <input type="radio"/> Implementation <input type="radio"/> Mississippi River Corridor Critical Area (MRCCA) <input type="radio"/> Other _____ |
|---|---|

4. Mark all that apply to your community.

- Planning Grant recipient
- Mapping Services requested

5. **ADDITIONAL INFORMATION:** Please provide explanation of the planning issues checked on the previous page. Include a realistic appraisal of your community's ability to submit your updated plan for review by indicated deadline, as well as the subsequent review/amendment of fiscal devices and official controls.

Please contact your **Sector Representative** if you need any assistance.



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager
From: Don Rambow, Finance Director
Date: May 17, 2018
Subject: **Bond Sale Information**

BACKGROUND / SUMMARY

At its meeting on April 24, the City Council adopted two resolutions establishing May 22 as the meeting for considering bond sale approval, awarding the sale of bonds and authorizing Ehlers and City staff to participate in preparation of an official statement for the bonds.

- Resolution 12217 provided for the sale of \$5,895,000 General Obligation Bonds, Series 2018 to finance 2018 Street Improvements and Sports Center Refrigeration Equipment.
- Resolution 12218 provided for the sale of \$3,340,000 General Obligation Bonds, Series 2018B to finance improvements to the Sports Center Facility.

BOND RATING

Staff and Shelly Eldridge of Ehlers and Associates conducted a bond-rating interview with Angel Bacio of Standard & Poor's on Thursday, May 10th. Standard & Poor's is scheduled to complete its rating review on Friday May 18th at 10:00 am.

Standard & Poor's last reviewed the City's bond rating in February 2016 and affirmed the City's AA/2 (Stable) rating. This rating has been maintained at AA/2 (Stable) since the rating agencies recalibrated their rating categories in 2010.

BOND SALE

The City, through its fiscal agent Ehler's and Associates, will receive bids on the bond sale Tuesday, May 22nd at 10:00 a.m. Following receipt of these bids, a related resolution will be prepared for consideration by the City Council that evening.

ATTACHMENTS

Preliminary Official Statements:

- \$5,895,000 General Obligation Bonds, Series 2018A
- \$3,340,000 General Obligation Tax Abatement Bonds, Series 2018B



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Richter, City Manager

From: Mark Burch, Public Works Director/City Engineer

Date: May 15, 2018

Subject: **Approval of Change Order No. 1 for the 2018 Bituminous Seal Coating Project City Project 18-02**

BACKGROUND / SUMMARY

The City entered into a contract with Pearson Bros., Inc. for the performance of the 2018 Seal Coating contract. Since bids were received for this work, the Engineering Department has re-evaluated the use of pea gravel as the cover aggregate for residential street seal coating. As aggregate supplies become more scarce in the metropolitan area, the pea gravel suppliers are no longer producing a product that fully meets the MnDOT specification incorporated into our project. Following discussions with MnDOT engineers and seal coat contractors, we are recommending that the City discontinue the use of pea gravel on residential street seal coats and use a 1/8" trap rock as the cover aggregate. The trap rock is a hard, crushed rock which will provide a double surface with a nice appearance. The attached change order will revise the cover rock used on the residential streets to trap rock and revise the quantity of bituminous material. The total change order will result in an increased cost of \$19,299.76.

RECOMMENDED COUNCIL ACTION

Our recommendation is that the Council approve Change Order No. 1 to Pearson Bros., Inc. for \$19,299.76 for the 2018 Bituminous Seal Coating Project.

ATTACHMENTS

Resolution

RESOLUTION NO.:

**RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR THE 2018 SEAL COATING PROJECT**

CITY PROJECT NO.: 18-02

WHEREAS, the City desires to revise the contract with Pearson Bros., Inc. for the 2018 Seal Coating Project; and

WHEREAS, the City Council, on May 8, 2018, awarded the contract for the 2018 Seal Coating Project in the amount of \$210,555.08 to Pearson Bros., Inc.; and

WHEREAS, it has now become desirable to modify the original contract to substitute trap rock in lieu of pea gravel as the cover aggregate for a portion of the project.

Description of Change Order No. 1:

ADDITION:

| | | |
|--------------------------------------|----|-----------|
| 158,161 S.Y. 1/8 Trap Rock at \$0.58 | \$ | 91,733.38 |
|--------------------------------------|----|-----------|

| | | |
|-------------------------|-----------|------------------|
| TOTAL ADDITIONS: | \$ | 91,733.38 |
|-------------------------|-----------|------------------|

DEDUCTION:

| | | |
|----------------------------|----|-----------|
| 158,161 S.Y. FA-2 Pea Rock | \$ | 64,846.01 |
|----------------------------|----|-----------|

| | | |
|--|----|----------|
| 2,863 Gallons CRS-2P Bituminous Material | \$ | 7,587.61 |
|--|----|----------|

| | | |
|---------------------------|-----------|------------------|
| TOTAL CHANGE ORDER | \$ | 19,299.73 |
|---------------------------|-----------|------------------|

| | | |
|-----------------------------|----|------------|
| Amount of original contract | \$ | 210,555.08 |
|-----------------------------|----|------------|

| | | |
|--|----|--|
| Additions approved to date (No. _____) | \$ | |
| 0.00 | | |

| | | |
|---|----|-------------|
| Deductions approved to date (No. _____) | \$ | <u>0.00</u> |
|---|----|-------------|

| | | |
|-------------------------|----|------------|
| Contract amount to date | \$ | 210,555.08 |
|-------------------------|----|------------|

| | | |
|---|----|-----------|
| Amount of this change order (addition) <u>No. 1</u> | \$ | 19,299.76 |
|---|----|-----------|

| | | |
|--------------------------------|-----------|-------------------|
| Revised Contract Amount | \$ | 229,854.84 |
|--------------------------------|-----------|-------------------|

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

1. Change Order No. 1 in the amount of \$19,299.76 for the 2018 Seal Coating Project is hereby approved.

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 Cosutry, City Clerk



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager
From: Don Rambow, Finance Director
Date: May 17, 2018
Subject: **Bellaire Center Tenant Rental Agreements**

BACKGROUND

The Bellaire Center located at 2446 County Road F E is currently utilized by four tenants. The four tenant leases are set to expire in June 2018. Staff has been negotiating with the tenants regarding lease extensions and since secured leases extensions with three of the four tenants. The Ramsey/Washington Suburban Cable Commission lease remains open. While a lease extension has not been finalized, Ramsey/Washington has indicated its desire to continue utilization of the current space. Agreement involving Comcast, Ramsey/Washington and the City will require additional time.

Each of the three tenants provide a unique service to the community. The three tenants have an established base whereby the businesses have remained consistent over time. Because the Bellaire Center is located in a low-traffic volume area, these tenants “fit” well into the neighborhood and into the facility structure.

The renewals are established to maximum the facility physical structure while providing flexibility for potential future redevelopment as each renewal is for a two-year period. General discussions regarding the City’s lease renewals with a person knowledgeable in the White Bear Lake area commercial property management the City has been advised that, given the facility’s location, the proposed leases described seem fair and reasonable.

SUMMARY

Rental revenues from the Bellaire Center facility provide resources for citywide economic development. The tenants are paying operating costs associated with the facility. Proceeds from rent are utilized to fund economic development improvements throughout the City.

White Bear Dance Center

Jenny Landry and Katie Morales have operated the White Bear Dance Center since 2010. They have developed a solid student core.

White Bear Dance Center has requested a two-year lease extension with the following changes:

Base Rent: July 1, 2018 – June 30, 2019 = \$5.10 per square foot.

Base Rent: July 1, 2019 – June 30, 2020 = \$5.90 per square foot.

Operating Rent: July 1, 2018 – June 30, 2019 = \$3.45 per square foot

Operating Rent: July 1, 2019 – June 30, 2020 = \$3.62 per square foot

Garden of Hope Montessori School

The Garden of Hope Montessori School has been a tenant for the past nineteen years.

Garden of Hope Montessori School has requested a two-year lease extension with the following changes:

Base Rent: June 1, 2018 – May 31, 2019 = \$5.15 per square foot.

Base Rent: June 1, 2019 – May 31, 2020 = \$5.25 per square foot.

Operating Rent: June 1, 2018 – May 31, 2019 = \$3.45 per square foot

Operating Rent: June 1, 2019 – May 31, 2020 = \$3.62 per square foot

Sunrise Draperies

Sunrise Draperies, while leasing only 5.0% of facility or 1,203 square feet, has been a solid tenant for nearly 27 years.

Its owner, Debra Pittman would like to extend the lease for another two years with the following changes:

Base Rent: June 1, 2018 – May 31, 2019 = \$7.65 per square foot.

Base Rent: June 1, 2019 – May 31, 2020 = \$7.85 per square foot.

Operating Rent: June 1, 2018 – May 31, 2019 = \$3.45 per square foot

Operating Rent: June 1, 2019 – May 31, 2020 = \$3.62 per square foot

RECOMMENDATION

It is recommended the City Council adopt the attached resolutions authorizing lease agreements with Prestige Productions dba White Bear Dance Center, Garden of Hope Montessori School and Sunrise Draperies.

ATTACHMENTS

Resolution approving lease agreement with Prestige Productions dba White Bear Dance Center

Resolution approving lease agreement with Garden of Hope Montessori School

Resolution approving lease agreement with Sunrise Draperies

RESOLUTION NO.

RESOLUTION ESTABLISHING A RENTAL AGREEMENT WITH PRESTIGE PRODUCTIONS d/b/a WHITE BEAR DANCE CENTER

WHEREAS, the City has rented space at 2446 County Road F which has been modified specifically for dance instruction; and

WHEREAS, White Bear Dance Center has utilized the space for its intended purpose; and

WHEREAS, it is reasonable and mutually beneficial to provide a lease agreement which will maintain the facility as a dance studio.

NOW, THEREFORE, BE IT RESOLVED, be it resolved, that the City Council of the City of White Bear Lake, that a lease between Prestige Productions d/b/a White Bear Dance Center and the City of White Bear Lake shall be established as follows:

Term: 2 year

Effective Date: July 1, 2018

Base Rent: July 1, 2018 base rent at \$5.10 per square foot.
July 1, 2019 base rent at \$5.90 per square foot.

Operating Rent: July 1, 2018 operating rent established at \$3.45 per square foot.
July 1, 2019 operating rent established at \$3.62 per square foot.

Payment Schedule: Payments would be submitted over a 9-month period, October - June

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO.

**RESOLUTION ESTABLISHING RENTAL RATES FOR
GARDEN OF HOPE MONTESSORI SCHOOL**

WHEREAS, the City has rented space at 2446 County Road F to the Garden of Hope Montessori School; and

WHEREAS, it is reasonable and mutually beneficial to extend the lease;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of White Bear Lake, Minnesota, that a lease between Garden of Hope Montessori School and the City of White Bear Lake shall be extended with the following changes:

| | |
|-----------------|--|
| Term: | 2 year |
| Effective Date: | June 1, 2018 |
| Base Rent: | June 1, 2018 base rent at \$5.15 per square foot. June 1, 2019 base rent at \$5.25 per square foot. |
| Operating Rent: | June 1, 2018 operating rent established at \$3.45 per square foot. June 1, 2019 operating rent established at \$3.62 per square foot. |

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO. _____

RESOLUTION ESTABLISHING RENTAL RATES FOR SUNRISE DRAPERIES

WHEREAS, the City has rented space at 2446 County Road F to Sunrise Draperies; and

WHEREAS, Sunrise Draperies and the City have determined it is mutually beneficial to extend the lease.

NOW, THEREFORE, BE IT RESOLVED, be it resolved, that the City Council of the City of White Bear Lake, that a lease between Sunrise Draperies and the City of White Bear Lake shall be extended with the following changes made to the present lease:

Term: 2 year

Effective Date: June 1, 2018

Base Rent: June 1, 2018 base rent at \$7.65 per square foot.
June 1, 2019 base rent at \$7.85 per square foot.

Operating Rent June 1, 2018 operating rent established at \$3.45 per square foot.
June 1, 2019 operating rent established at \$3.62 per square foot.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized and hereby directed to execute said lease on behalf of the City.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Richter, City Manager

From: Anne Kane, Community Development Director

Date: May 17, 2018 for the May 22nd City Council Meeting

Subject: **TOWER CROSSING PUD/Landscape Revisions in I-35E**
Case No. 17-5-CUP

BACKGROUND / SUMMARY

The developer of Lunds & Byerlys is proposing to remove volunteer landscape materials within MnDOT's I-35E right-of-way adjacent to where the new grocery store abuts the freeway. The existing area will then be re-planted to lower height landscape materials, such as sumac and shrubs to stabilize the slope, but still allow the new wall signage to be seen by passing motorists. MnDOT operates a Community Roadside Landscaping Partnership Program that allows communities to landscape within state highway rights-of-way, but is limited to local units of government. The developer, John Johansson with Division 25, LLC, is requesting that the City of White Bear Lake serve as the applicant, although all financial and maintenance obligations required by the Program will be the responsibility of Division 25, LLC.

As the City Council may recall, the final plans for the Lunds & Byerlys grocery store include wall signage on the east and west elevations and a monument sign near the new entrance off of Centerville Road. When the matter was presented to the City Council, the developer indicated a desire to seek MnDOT authorization to remove some of the existing landscape materials; however, if not successful, a request for a pylon sign for the new retail store may be necessary. MnDOT's Program will allow the removal and replanting in the desire area, but requires the City to serve as the applicant. The developer will bear all responsibility for design, implementation and on-going maintenance during the establishment period and will submit a separate Letter of Credit to the City to cover 125% of the estimated cost to complete the work.

In order to meet the developer's timeline for a Fall 2018 planting program, the application to participate in the Community Roadside Landscaping Partnership Program must be submitted no later than May 31, 2018.

RECOMMENDATION

The developer of Tower Crossing PUD, John Johansson with Division 25, LLC is requesting the City of White Bear Lake enter into a MnDOT Community Roadside Landscape Partnership Program to allow new landscaping to be installed within the I-35E right-of-way. Staff recommends the City Council approve the resolution authorizing submittal of an application to participate in

MnDOT's Community Roadside Landscaping Partnership Program and designating the City Planner as the primary contact.

ATTACHMENT

Resolution

RESOLUTION NO.

**A RESOLUTION AUTHORIZING SUBMISSION OF AN
APPLICATION TO PARTICIPATE IN THE
MINNESOTA DEPARTMENT OF TRANSPORTATION'S COMMUNITY ROADSIDE
LANDSCAPE PARTNERSHIP PROGRAM**

WHEREAS, Tower Crossings PUD is a mixed use development including a Lunds & Byerlys Grocery store located north of Highway 96 and adjacent to MnDOT's I-35E right of way; and,

WHEREAS, the developer of Tower Crossings PUD, Division 25, LLC, proposes to remove volunteer landscape materials within MnDOT's right-of-way adjacent to where the new grocery store abuts the freeway; and,

WHEREAS, MNDOT offers a Community Roadside Landscape Partnership Program to facilitate roadside beautification and community improvement projects; and,

WHEREAS, MnDOT requires a local unit of government to serve as the applicant in the Community Roadside Landscape Partnership Program; and,

WHEREAS, the Developer has requested the City of White Bear Lake serve as the applicant and sponsoring unit for the Tower Crossings/Lunds & Byerlys Landscape Improvement Project within the I-35E right of way to be completed between June 2018 and September 2018; and,

WHEREAS, the Developer will be responsible for all financial and maintenance obligations required by MnDOT's Community Roadside Landscape Partnership Program

WHEREAS, the City Council finds it is appropriate to serve as applicant/sponsoring unit for the Tower Crossings/Lunds & Byerlys Landscape Improvement Project for the I-35E corridor;

WHEREAS, the City Council designated the City Planner to serve as the primary contact for the Tower Crossings/Lunds & Byerlys Landscape Improvement Project for the I-35E corridor;

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

1. The City Planner is authorized to submit to the Minnesota Department of Transportation no later than May 31, 2018, an application requesting participation in the Community Roadside Landscape Partnership Program for the I-35E right of way adjacent to Tower Crossings PUD.

RESOLUTION NO.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Richter, City Manager
From: Kara Coustry, City Clerk
Date: May 16, 2018
Subject: **Temporary on-sale liquor license for Pine Tree Apple Classic**

BACKGROUND

Minnesota Statute section 340A.404, Subd. 10 states that municipalities may issue temporary on-sale liquor licenses to nonprofit organizations in existence for at least three (3) years. The license may not exceed more than four consecutive days. City Code requires proof of liquor liability insurance.

SUMMARY

Nancy Jacobson submitted an application for a temporary liquor license for the annual Pine Tree Apple Classic fundraiser held at Life Time Fitness located at 4800 White Bear Parkway.

The Pine Tree Apple Classic Fund is a nonprofit organization that plans to sell beer and wine from an outdoor food tent during the event spanning from August 2nd – August 5th, 2018. The applicant meets State regulations for temporary liquor licenses, and has provided a copy of the liquor liability insurance certificate required by City Code.

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution authorizing temporary on-sale liquor for Pine Tree Apple Classic Fund.

ATTACHMENTS

Resolution

RESOLUTION NO.

**A RESOLUTION APPROVING A TEMPORARY LIQUOR LICENSE FOR
PINE TREE APPLE CLASSIC FUND**

WHEREAS an application for a Temporary On-Sale Liquor License was submitted to the City of White Bear Lake; and,

WHEREAS all the organization qualifies as a nonprofit in existence for at least three years; and,

WHEREAS the required liquor liability insurance has been received as required by City Code; and,

NOW THEREFORE, BE IT RESOLVED that the White Bear Lake City Council approves a Temporary On-Sale Liquor License as follows

Pine Tree Apple Classic Fund
for the dates of August 2-5, 2018
on the premises of
Life Time Fitness
4800 White Bear Parkway
White Bear Lake, MN 51100

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: Ellen Richter, City Manager
From: Kara Coustry, City Clerk
Date: May 16, 2018
Subject: **Massage Establishment 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 massage therapy establishment license application from new owner, Donggen Liu of Red Dragonfly Massage LLC located at 1350 E. Highway 96, Suite 16, White Bear Lake (formally Peaceful Lake Massage).

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 therapy establishment license.

RECOMMENDED COUNCIL ACTION

Staff recommends Council approval of the attached resolution approving a massage therapy establishment business license for Red Dragonfly Massage, LLC.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION APPROVING MASSAGE THERAPIST LICENSES
FOR THE BUSINESS CYCLE ENDING MARCH 31, 2019**

BE IT RESOLVED by the City Council of the City of White Bear Lake that the following massage related licenses be approved for the business cycle ending March 31, 2019.

Massage Therapy Establishment License

| | |
|---|-------------|
| Red Dragonfly Massage 1350 E Highway 96 White Bear Lake, MN 55110 | Donggen Liu |
|---|-------------|

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 Environmental Advisory Commission

MINUTES

| | | |
|-----------------------------------|--|-------------------------|
| Date: March 21, 2018 | Time: 6:30pm | Location: WBL City Hall |
| COMMISSION MEMBERS PRESENT | Sheryl Bolstad, Bonnie Greenleaf, Gary Schroeher, June Sinnett | |
| COMMISSION MEMBERS ABSENT | Chris Greene, Eric Wagner | |
| STAFF PRESENT | Connie Taillon | |
| VISITORS | | |
| NOTETAKER | Connie Taillon | |

1. CALL TO ORDER

The meeting was called to order at 6:33pm.

2. APPROVAL OF AGENDA

The commission members reviewed the agenda and had the following changes: remove drinking water presentation from item 4 and add storm drain stenciling and downtown area recycling to item 5. Staff added 4th and Johnson raingarden planting project to item 7, staff updates. Commissioner Bolstad moved, seconded by Commissioner Sinnett, to approve the agenda as amended. Motion carried, vote 4/0.

3. APPROVAL OF MINUTES

a) February 21, 2018 meeting

The commission members reviewed the February 21, 2018 draft minutes and had the following change: item 6b, third paragraph, add Lake and 7th as another dog waste bag dispenser location. Commissioner Greenleaf moved, seconded by Commissioner Bolstad, to approve the minutes of the February 21, 2018 as amended. Motion carried, vote 4/0.

4. VISITORS & PRESENTATIONS

Commissioner Greene's drinking water quality presentation will be rescheduled to the April 18, 2018 meeting.

5. UNFINISHED BUSINESS

a) Surface Water Management Plan goals and objectives

Staff briefly described the Surface Water Management Plan draft issues, goals, and objectives tables that were originally presented at the March 21, 2018 meeting. This month's discussion focused on Table 6.2 Lake and Wetland Management, Table 6.4 Natural Resources and Recreation, and Table 6.5, Public Participation and Outreach.

For Table 6.2 Lake and Wetland Management Commissioner Greenleaf asked if we could make use of the old Public Works property in a way that would protect the wetland. Staff will ask about the proposed land use at that location and consider adding a wetland project objective in the table if appropriate.

Commissioners discussed objective 2.6 regarding potential water quality projects along the ditch near Polar Chevrolet. The commissioners previously targeted this area as a location for improvement since the parking lot runoff drains directly to the lake. They have also identified the storm sewer outfall near the Holiday Station Store as another potential water quality retrofit project.

For Table 6.4 Natural Resources and Recreation, Commission members discussed objective 4.1 regarding Purple Loosestrife management at Matoska Park. Purple Loosestrife was removed a few years ago at Matoska Park. There was also a buckthorn removal project in the park a few years ago. Staff mentioned that buckthorn and other upland invasive species are described in more detail in the Comprehensive plan but can also be included as an objective in the Surface Water Management Plan.

For objective 4.6 regarding aquatic invasive species control in White Bear Lake, Commission members suggested adding specific species such as Zebra Mussels.

Commission members asked about objective 4.16 and the newly planted prairie area on White Bear Lake. Staff mentioned that Ramsey County received a grant to remove Japanese Knotweed near the shoreline of White Bear Lake at the intersection of Morehead and Lake. After the knotweed was removed, the County seeded the site with native prairie species.

Commissioner Bolstad asked if the dog beach could be included as an objective under recreation. Staff said a paragraph about the dog beach is included in the Comprehensive Plan.

Commissioner Schroeder asked if there is public access for canoes and fishing on Goose Lake. He sees people fishing on the shore of east Goose Lake across from Kowalski's, and people boating on Wet Goose Lake. Staff stated that land between White Bear Avenue and the shoreline of the lake across from Kowalski's is owned by Ramsey County. The City owns a small parcel on the south side of the lake that is not very accessible.

For Table 6.5 Public Education and Participation, commission members suggested adding storm drain stenciling and adopt a storm drain program to objective 5.12 "consider a database of residents and businesses interested in volunteering for stormwater related activities such as raingarden plantings, native garden maintenance, and shoreline cleanup events".

Commissioner Schroeder mentioned that it is difficult to find information about the spring and fall cleanup days and Environmental Expo on the City's website. He suggested putting event information on the calendar. Other commissioners were also having a difficult time finding environmental events and suggested having city events page or calendar of community events. Staff will add these events to the calendar.

b) Environmental Resource Expo

Commission members will start inviting organizations to exhibit at the Expo. The organizations that Eric Wagner and Greg Pariseau agreed to contact will need to be divided up amongst the remaining commissioners. Commissioner Bolstad agreed to contact Alliance for Sustainability, MN Renewable Energy Society, and Tamarack Nature Center. Commissioners would like to invite a solar company. Staff ordered free kitchen compost bins and reusable bags from the County and put the County fishing game on hold. The commissioners are interested in looking for a different game this year. Staff will get a list of games from the County. Commissioner Bolstad reminded commission members to request interactive displays when inviting organizations to attend. Commissioner Bolstad will help plan the event but will not be able to attend. Commissioner Greenleaf wants to purchase another rain barrel for the giveaway.

c) Storm drain stenciling

Commission members discussed the need for staff or volunteers to administer a Citywide storm drain stenciling program, including purchasing stencils and paint, training participants, mapping locations of stenciled stormdrains, and monitoring the condition of the stenciled area. Commissioner Greenleaf suggested recruiting a Master Water Steward to help.

d) Downtown area recycling

Commission members would like to see a recycling bin next to all of the trash bins in the Downtown area, but are concerned about cost and availability. Staff mentioned that Ramsey County offers grants to cover the cost of recycling bins in public spaces and may know where to purchase containers. Staff reported that there are logistics with transporting and dumping recyclables into the recycling dumpster at Public Works. Commissioners would like to invite staff from Public Works to attend a future meeting.

e) Review last month's do-outs

Nothing to report.

6. NEW BUSINESS

a) Aqua Fair

Staff reported that the City is collaborating with the White Bear Lake Area School District, H2O For Life, and VLAWMO again this year for Aqua Fair, previously called Water Symposium. The event is being held at Otter Lake Elementary on Saturday, April 28, from 9am to noon. The City will have a table at the event and will need volunteers to help answer questions and sell rain barrels. Commissioner Greenleaf and Commissioner Bolstad might be able to volunteer at the City's table.

b) New do-outs

- Bonnie will bring a storm sewer map to the next meeting that shows the location of all catch basins in the City.
- Commissioner Greenleaf asked about the status of a drop off location for organics recycling. Staff reported that the County is looking at options to streamline the design, bidding, and construction process. Staff will report on any progress.
- Commissioners to research solar companies who may want to attend the Environmental Resource Expo.
- Staff will determine the number of catch basins in the City and report back at the April meeting.
- Staff will invite Public Works to attend a future meeting.

7. DISCUSSION

• Staff Updates

- National Mayors Water Challenge
The City will be part of the National Mayors Water Challenge again this year. Pledge online any time during the month of April.
- Cities Charging Ahead
The City is participating in the new Cities Charging Ahead peer cohort of local governments. Participants will receive technical assistance from CERT's, Great Plains Institute, and the state focused on accelerating the adoption of electric vehicle infrastructure and electric vehicle purchasing plans for City fleets. Staff will attend meetings throughout the year.
- Raingarden planting project
The raingarden on 4th and Lake will be planted sometime this spring or summer. Staff will determine a date and start recruiting volunteers.

- **Commission Member Updates**

Commissioner Schroeder reported that he is attending the Metro City Environmental Commission Conference on Saturday, April 7th.

- **April Agenda**

Commissioner Greene will give a 10-minute presentation on drinking water quality at the April meeting.

8. ADJOURNMENT

The next meeting will be held on April 18, 2018 at 6:30pm at City Hall. Commissioner Bolstad moved, seconded by Commissioner Sinnott, to adjourn the meeting at 8:37 pm. Motion carried, vote 4/0.



City of White Bear Lake
Fire Department

MEMORANDUM

To: Ellen Richter, City Manager

From: Greg Peterson, Fire Chief

Date: May 17, 2018

Subject: **Fire Department Auto Aid Agreements with Lake Johanna, Hugo and Maplewood**

BACKGROUND / SUMMARY

The White Bear Lake Fire Department currently has mutual auto aid agreements with the cities of Mahtomedi, Lino Lakes and Vadnais Heights. This type of agreement has become standard practice in today's firefighting practices as staffing challenges continue with all departments. The intent is to make resources and personnel available to neighboring communities to respond to emergencies. The Lake Johanna, Hugo and Maplewood Fire Departments have also requested participation in auto aid agreements, an arrangement that would equally benefit the White Bear Lake Fire Department.

The attached agreements for each of the three departments are modeled after existing agreements with Mahtomedi, Lino Lakes and Vadnais Heights.

RECOMMENDED COUNCIL ACTION

Approval of the attached resolution authorizing the City Manager and Mayor to execute the attached agreements.

ATTACHMENTS

Resolution

Auto Aid Agreement with Hugo Fire Department

Auto Aid Agreement with Lake Johanna Fire Department

Auto Aid Agreement with Maplewood Fire Department

RESOLUTION NO.

**A RESOLUTION AUTHROIZING AUTO AID JOINT POWERS AGREEMENTS FOR
FIRE DEPARTMENT SERVICES**

WHEREAS, the City Council of the City of White Bear Lake, Minnesota is granted authority by Minnesota Statute §471.59 which authorizes the execution of joint powers agreements between governmental units; and

WHEREAS, the planned cooperation of firefighting response to protect life and property within the City and the region is positively reflected in the City's Insurance Service Office (ISO) rating; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota that the following Automatic Aid Joint Powers Agreement are hereby approved:
Hugo Fire Department
Maplewood Fire Department
Lake Johanna Fire Department

BE IT RESOLVED FURTHER RESOLVED that the Mayor and City Manager are authorized to execute these agreements.

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

RECIPROCAL EMERGENCY SERVICES AGREEMENT

In an effort to provide the best possible emergency services and automatic response to reported structure and building fires for residents, the City of White Bear Lake Fire Department, and the City of Hugo Fire Department, have entered into this agreement to make equipment, personnel and other resources available to both departments.

1. "Party" means the City of White Bear Lake Fire Department or the City of Hugo Fire Department.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from the other Party.
3. "Requesting Party" means a Party that requests assistance from the other Party.
4. "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
5. "Responding Party" means a Party that provides assistance to a Requesting Party.
6. "Assistance" means fire/rescue and/or emergency medical services personnel and equipment.

1. Request for Assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from the other Party, the Requesting Official may call upon the Responding Official of the other Party to furnish assistance.

2. Response to Request.

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his or her Party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

3. Automatic Assistance.

If either Party receives notice of a reported structure or building fire within the coverage areas of the Cities of White Bear Lake, White Bear Township, Gem Lake, Dellwood, Birchwood, Hugo, without first receiving a request from the other Party, that Party will automatically dispatch assistance to the scene. The automatic dispatch may include an engine, tender, crew, and a chief officer if he or she is available.

4. Recall of Assistance.

The Responding Official may at any time recall such assistance if it is in his or her best judgment. Or if by an order from the governing body of the Responding Party it is considered to be in the best interests of the Responding Party to do so.

5. Command of Scene.

The first arriving Party will establish command. Subsequently, command may be transferred as mutually agreed.

6. Workers' Compensation.

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers or employees.

7. Damage to Equipment.

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

8. Liability.

The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer or employee, of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

In the case in which automatic assistance is provided, each Party shall be responsible for any claims or actions filed against its own officers or employees, arising from the performance and provision of assistance pursuant to this agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for both of the

Parties may not be added together to determine the maximum amount of liability for one Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Neither Party to this agreement nor any officer of either Party shall be liable to the other Party or to any other person for failure of either Party to furnish assistance to the other Party, or for recalling assistance, both as described in this agreement.

9. Charges.

A. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party will submit to the Requesting Party a bill for the cost of any assistance provided after the initial 12 hour period, according to the rate schedule as established by the Capital City Mutual Aid Association fee schedule. Such charges are not contingent upon the availability of federal or state government funds.

B. If automatic assistance to a reported building or structure fire in the coverage areas of this agreement is rendered; each Party will be responsible for its own costs of responding to that fire.

10. Duration.

This agreement will be in force from the date of execution until either Party withdraws from this agreement upon thirty (30) days written notice to the other Party to the agreement.

11. Execution.

Each Party hereto has read, agreed to and executed this Reciprocal Emergency Services Agreement on the date indicated. Each Party to this agreement shall maintain an executed copy of this agreement.

IN WITNESS WHEREOF, the under signed, on behalf of its fire department corporation has executed this agreement pursuant to the authorization by the City of White Bear Lake, or the City of Hugo Fire Department, on this date of _____

City of White Bear Lake

By _____, it's Mayor

By _____, it's City Manager

Fire Department of White Bear Lake

By _____, it's Fire Chief

City of Hugo

By _____, it's Mayor

By _____, it's City Manager

Fire Department of Hugo

By _____, it's Fire Chief

RECIPROCAL EMERGENCY SERVICES AGREEMENT

In an effort to provide the best possible emergency services and automatic response to reported structure and building fires for residents, the City of White Bear Lake Fire Department, and the Lake Johanna Fire Department, Inc., have entered into this agreement to make equipment, personnel and other resources available to both departments.

1. "Party" means the City of White Bear Lake Fire Department or the Lake Johanna Fire Department, Inc.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from the other Party.
3. "Requesting Party" means a Party that requests assistance from the other Party.
4. "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
5. "Responding Party" means a Party that provides assistance to a Requesting Party.
6. "Assistance" means fire/rescue and/or emergency medical services personnel and equipment.

1. Request for Assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from the other Party, the Requesting Official may call upon the Responding Official of the other Party to furnish assistance.

2. Response to Request.

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his or her Party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

3. Automatic Assistance.

If either Party receives notice of a reported structure or building fire within the coverage areas of the Cities of White Bear Lake, White Bear Township, Gem Lake, Dellwood, Birchwood, Shoreview, Arden Hills, and North Oaks, without first receiving a request from the other Party, that Party will automatically dispatch assistance to the scene. The automatic dispatch may include an engine, tender, crew, and a chief officer if he or she is available.

4. Recall of Assistance.

The Responding Official may at any time recall such assistance if it is in his or her best judgment. Or if by an order from the governing body of the Responding Party it is considered to be in the best interests of the Responding Party to do so.

5. Command of Scene.

The first arriving Party will establish command. Subsequently, command may be transferred as mutually agreed.

6. Workers' Compensation.

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers or employees.

7. Damage to Equipment.

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

8. Liability.

The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer or employee, of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

In the case in which automatic assistance is provided, each Party shall be responsible for any claims or actions filed against its own officers or employees, arising from the performance and provision of assistance pursuant to this agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for both of the

Parties may not be added together to determine the maximum amount of liability for one Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Neither Party to this agreement nor any officer of either Party shall be liable to the other Party or to any other person for failure of either Party to furnish assistance to the other Party, or for recalling assistance, both as described in this agreement.

9. Charges.

A. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party will submit to the Requesting Party a bill for the cost of any assistance provided after the initial 12 hour period, according to the rate schedule as established by the Capital City Mutual Aid Association fee schedule. Such charges are not contingent upon the availability of federal or state government funds.

B. If automatic assistance to a reported building or structure fire in the coverage areas of this agreement is rendered; each Party will be responsible for its own costs of responding to that fire.

10. Duration.

This agreement will be in force from the date of execution until either Party withdraws from this agreement upon thirty (30) days written notice to the other Party to the agreement.

11. Execution.

Each Party hereto has read, agreed to and executed this Reciprocal Emergency Services Agreement on the date indicated. Each Party to this agreement shall maintain an executed copy of this agreement.

IN WITNESS WHEREOF, the under signed, on behalf of its fire department corporation has executed this agreement pursuant to the authorization by the City of White Bear Lake, or the governing body of the Lake Johanna Fire Department, Inc., on this date of

City of White Bear Lake

By _____, it's Mayor

By _____, it's City Manager

Fire Department of White Bear Lake

By _____, it's Fire Chief

Lake Johanna Fire Department, Inc.

By _____, it's Fire Chief

By _____, it's Secretary

RECIPROCAL EMERGENCY SERVICES AGREEMENT

In an effort to provide the best possible emergency services and automatic response to reported structure and building fires for residents, the City of White Bear Lake Fire Department, and the City of Maplewood Fire Department, have entered into this agreement to make equipment, personnel and other resources available to both departments.

1. "Party" means the City of White Bear Lake Fire Department or the City of Maplewood Fire Department.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from the other Party.
3. "Requesting Party" means a Party that requests assistance from the other Party.
4. "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
5. "Responding Party" means a Party that provides assistance to a Requesting Party.
6. "Assistance" means fire/rescue and/or emergency medical services personnel and equipment.

1. Request for Assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from the other Party, the Requesting Official may call upon the Responding Official of the other Party to furnish assistance.

2. Response to Request.

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his or her Party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

3. Automatic Assistance.

If either Party receives notice of a reported structure or building fire within the coverage areas of the Cities of White Bear Lake, White Bear Township, Gem Lake, Dellwood, Birchwood, Maplewood, without first receiving a request from the other Party, that Party will automatically dispatch assistance to the scene. The automatic dispatch may include an engine, tender, crew, and a chief officer if he or she is available.

4. Recall of Assistance.

The Responding Official may at any time recall such assistance if it is in his or her best judgment. Or if by an order from the governing body of the Responding Party it is considered to be in the best interests of the Responding Party to do so.

5. Command of Scene.

The first arriving Party will establish command. Subsequently, command may be transferred as mutually agreed.

6. Workers' Compensation.

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers or employees.

7. Damage to Equipment.

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

8. Liability.

The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer or employee, of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

In the case in which automatic assistance is provided, each Party shall be responsible for any claims or actions filed against its own officers or employees, arising from the performance and provision of assistance pursuant to this agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for both of the

Parties may not be added together to determine the maximum amount of liability for one Party.

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B. If automatic assistance to a reported building or structure fire in the coverage areas of this agreement is rendered; each Party will be responsible for its own costs of responding to that fire.

10. Duration.

This agreement will be in force from the date of execution until either Party withdraws from this agreement upon thirty (30) days written notice to the other Party to the agreement.

11. Execution.

Each Party hereto has read, agreed to and executed this Reciprocal Emergency Services Agreement on the date indicated. Each Party to this agreement shall maintain an executed copy of this agreement.

IN WITNESS WHEREOF, the under signed, on behalf of its fire department corporation has executed this agreement pursuant to the authorization by the City of White Bear Lake, or the City of Maplewood Fire Department, on this date of _____

City of White Bear Lake

By _____, it's Mayor

By _____, it's City Manager

Fire Department of White Bear Lake

By _____, it's Fire Chief

City of Maplewood

By _____, it's Mayor

By _____, it's City Manager

Fire Department of Maplewood

By _____, it's Fire Chief