



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, NOVEMBER 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 October 23, 2018

3. APPROVAL OF THE AGENDA

4. VISITORS AND PRESENTATIONS

A. Chief Julie Swanson – A Year in Review

5. PUBLIC HEARINGS

6. LAND USE

A. Consent

1. Consideration of a Planning Commission recommendation regarding a request by Brian Bonin for a Conditional Use Permit and two Variances (Case No. 18-7-CUP & 18-17-V)
2. Consideration of a Planning Commission recommendation regarding a request by Kim Koeppen for a Lot Recombination (Case No. 18-3-LS)

B. Non-Consent

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

A. First reading of an ordinance establishing 2019 annual fee and utility rate schedule

9. NEW BUSINESS

A. Resolution approving a lease agreement with Tally's Dockside for use of the Whitaker Street End

- B. Resolution approving professional service agreement with HGKi for work on the 2040 Comprehensive Plan

10. CONSENT

- A. Acceptance of minutes from; September Environmental Commission; September White Bear Lake Conservation; October Planning Commission
- B. Resolution authorizing Score Grant funding allocation and application
- C. Resolution authorizing municipal consent of State issued Consumption and Display permit for Create Space, LLC
- D. Resolution acknowledging the Old White Bear Avenue Public Right-of-Way is under general obligation to function as a public multi-use trail
- E. Resolution approving a cooperative agreement with Ramsey County for county funding allocation towards the Centerville Road Improvement Project (City Project No. 18-16)

11. DISCUSSION

12. COMMUNICATIONS FROM THE CITY MANAGER

13. ADJOURNMENT



**MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, OCTOBER 23, 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 7:00 p.m. Councilmembers Doug Biehn, Kevin Edberg, Steven Engstran, Dan Jones and Bill Walsh in attendance. Staff members present were City Manager Ellen Hiniker, Community Development Director Anne Kane, Assistant City Engineer Jesse Farrell, Finance Director Don Rambow, Assistant Finance Director Kerri Kindsvater, City Clerk Kara Coustry and City Attorney Andy Pratt.

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

It was moved by Councilmember **Engstran** seconded by Councilmember **Edberg**, to approve the Minutes of the Regular City Council Meeting on October 9, 2018.

Motion carried unanimously.

3. APPROVAL OF THE AGENDA

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

Motion carried unanimously.

4. VISITORS AND PRESENTATIONS

A. Swearing in Samuel Shafer

Chief Swanson introduced Samuel Shafer who grew up in the Woodbury/Cottage Grove area with aspirations of becoming a police officer at an early age. Before graduating from East Ridge High School, Sam was already taking college level classes in law enforcement. He kicked off his career as a Woodbury Police Explorer before becoming a White Bear Lake Police Reserve in 2015. Sam was hired as a White Bear Lake Community Service Officer (CSO) in 2016 and cross-trained as a dispatcher while also working as a security guard at Woodwinds Hospital.

Chief Swanson spoke to Sam's character and his natural leadership as a mentor and role model to many newer Police Reserves and CSOs. To recognize Sam's accomplishment of becoming the newest White Bear Lake Police Officer, Sam was joined by many family and friends, including his mother, Valerie Current. The Oath of Office was administered by the city clerk and Officer Shafer's badge was pinned by his mother.

B. Ramsey County Sheriff, Jack Serier

Ramsey County Sheriff Jack Serier provided an annual update and highlighting initiatives of the Ramsey County Sheriff's Department as follows:

- Opioid Crisis Education Campaign – Through partnerships with local Police Departments and Adult and Teen Challenge of MN's "Know the Truth" seminars, they seek to educate people of the dangers of opioid addiction. In 2017 there were 72 opioid deaths in Ramsey County, but the use of Narcan prevented hundreds. The next "Know the Truth" seminar will be at Bethel University on Nov. 1st at 6:30 p.m.
- SWAT – East Metro SWAT dissolved and joined Ramsey County SWAT for a complete Ramsey County Suburban SWAT.
- Safety and Threat Assessment Group – Ramsey County designated a Sergeant to provide a countywide amenity on threat assessment and preparedness. Trainers educate staff, schools, corporate offices and churches about building safety, redesign and retrofitting for safety and threat preparedness.
- Budget – Sheriff Serier introduced Booker Hodges, Undersheriff for Administration and the chief bookkeeper. He reported that from a budget of approximately \$58 million, the Ramsey County Sheriff's Office was able to return \$1.2 million in unspent funding back to the community.
- Community Circle for Race and Gender Equity As an Employer of Choice – The investments made by staff and continued outreach has led to Ramsey County having the most diverse detention staff in Minnesota, with over 53% being women or people of color. Sheriff Serier reported those numbers are rising in the sworn ranks as well.
- Fright Farm – Open Friday and Saturday nights in October in addition to Halloween night, and a low-scare event on Sunday, October 28. Money raised from this event goes to the Sheriff's Foundation 501(c)(3) to support patrols in schools and other Sheriff's Department initiatives.

Having worked at the Sheriff's Office for 28 years and speaking to past co-workers, Councilmember Biehn expressed appreciation for the leadership at the Ramsey County Sheriff's Department and their relationship with the White Bear Lake Police Department. He also encouraged people to attend the Fright Farm.

Councilmember Edberg inquired as to advancements in domestic violence and mental health. Sheriff Serier noted this is domestic violence awareness month and staff will be holding a press conference at St. Paul Intervention Headquarters tomorrow to raise awareness. Sheriff Serier pointed to continuous process improvements driving better training and standards, which has transformed the approach to victims such that responders today are better advocates for them. He agreed to send statistics to Councilmember Edberg.

Sheriff Serier addressed mental health and mentioned the addition of a PhD Psychologist and a Masters in Social Work who work in the jail and the County workhouse. He stated that nationally, 1/3 the population have diagnosed mental health issues and another 1/3 have undiagnosed mental health issues. Sheriff Serier pointed to an increase in support and transition services to individuals exiting the jails. More training time for officers is devoted toward de-escalation and crisis intervention.

Councilmember Walsh asked if the cost of Narcan had stabilized. In response, Sheriff Serier stated there are foundations to assist with the purchase of Narcan but departments are beginning to budget for it. Undersheriff Hodges confirmed each dose costs \$100 and they have a shelf life of only one year.

Mayor Emerson thanked Sheriff Serier for his update.

5. PUBLIC HEARINGS

- A. Resolution establishing and imposing special assessment for the year 2018 with no interest on taxable property within the Birch Lake Improvement District

Finance Director Rambow reviewed the Birch Lake Improvement District (BLID)'s proposed special assessment. He added adjacent property owners would be assessed, and funds used for programs that are beneficial for Birch Lake, the surrounding community and the City of White Bear Lake.

Mayor Emerson opened the public hearing at 7:36 p.m.

Mr. Laliberte of the Birch Lake Improvement District, 1387 Highway 96, stated he lives on the south side of Birch Lake. He added the BLID is in its 9th year, with a \$20,000 budget (approximately \$300/unit). Half the budget goes toward managing the quality of water with weeds and the fish and the other half goes toward general improvements.

Mayor Emerson added that Birch Lake is a Minnesota Star Lake and BLID participated in a shoreline project with VLAWMO. Mr. Laliberte confirmed that and mentioned the next project will be to place cameras along the walking paths to take pictures for time lapse replay.

Mayor Emerson closed the public hearing at 7:39 p.m.

It was moved by Councilmember **Walsh** seconded by Councilmember **Biehn**, to approve **Resolution No. 12283** establishing and imposing special assessment for the year 2018 with no interest on taxable property within the Birch Lake Improvement District

Motion carried unanimously.

- B. Resolution certifying delinquent 2018 miscellaneous private property assessment for recovery of City expenses

Finance Director Rambow reviewed a list of services provided by the City to private residential properties that were not yet reimbursed. He added the residents have been notified of delinquent charges, which will be certified to the property for collection in a few weeks.

Mayor Emerson opened the public hearing at 7:40 p.m. but as no one came forward to speak, the public hearing was closed.

It was moved by Councilmember **Jones** seconded by Councilmember **Engstran**, to approve **Resolution No. 12284** certifying delinquent 2018 miscellaneous private property assessment for recovery of city expenses.

Motion carried unanimously.

- C. Resolution certifying delinquent charges related to the municipal utility system assessment

Finance Director Rambow reviewed proposed utility assessments for residents who are delinquent on their utility charges. He stated customers are given a 30-day period to pay their utility bill, after which a notice is sent, and the charges are certified and collected through property taxes.

Mayor Emerson opened the public hearing at 7:42 p.m. but as no one came forward to speak, the public hearing was closed.

It was moved by Councilmember **Biehn** seconded by Councilmember **Engstran**, to approve **Resolution No. 12285** certifying delinquent charges related to the municipal utility system assessment.

Motion carried unanimously.

6. LAND USE

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution authorizing White Bear Lake Fire Relief Pension Adjustment

Finance Director Rambow explained that through an actuarial study, the Relief Association determined the pension fund is funded at 131% and could support a pension adjustment. Mr. Rambow explained that a pension adjustment was historically approved every three years, but the last approval happened in 2007 prior to the great recession of 2008. A resulting shortfall in the pension fund at that time led to the City being ordered by the State Auditor to make annual payments of approximately \$300,000 into the fund until recovered. Through special legislation, the Fire Relief Association conducted an interim actuarial study, which proved there was sufficient funding after the market rebounded in 2009. As a result, the City was not required by the State to supplement the fund.

To avoid possible short-falls in the pension account similar to 2008, in which the City is financially responsible to cover, Mr. Rambow suggested the fund retain 115 – 120% or more funding after a pension adjustment. As such, he forwarded the White Bear Lake Fire Relief Board's recommendation for a maximum pension adjustment retroactively effective January 1, 2018 totaling \$170 for monthly annuities and \$1,040 for each service year for lump sum recipients. These adjustments would maintain a pension-funding ratio of 120%.

It was moved by Councilmember **Jones**, seconded by Councilmember **Edberg** to adopt **Resolution No. 12286** authorizing White Bear Lake Fire Relief Pension Adjustment.

Motion carried 4:1, Councilmember Engstran abstained.

B. Resolution authorizing a change to the By-Laws of the White Bear Lake Fire Relief Association

Finance Director Rambow highlighted two proposed changes to the By-Law of the White Bear Lake Fire Relief Association, which have remain unchanged since 2000. Mr. Rambow explained that the vesting provision is proposed to be 5-years instead of 10-years, which is more realistically achieved.

Mr. Rambow noted the other proposed change is to eliminate incentive points for pension calculations (annuity and lump sum). The recent reorganization which expands ambulance staffing through the combined use of full-time Paramedic/ Firefighters with part time duty crews and paid-on-call responders eliminates justification for incentive points. He reported that the assignment of incentive points over the years has become difficult to justify and forwarded the Fire Relief Board's recommendation to eliminate the incentive point system effective October 1, 2018.

Councilmember Edberg inquired as to the cost of implementing a reduced vesting period of five years. Mr. Rambow explained that the cost is relatively neutral as the actuarial study figures in everyone at the maximum benefit.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Jones** to adopt **Resolution No. 12287** authorizing a change to the By-Laws of the White Bear Lake Fire Relief Association.

Motion carried 4:1, Councilmember Engstran abstained.

C. Resolution authorizing the White Bear Lake Fire Relief Association to join the Statewide Volunteer Firefighter Retirement Plan

Mr. Rambow reported that the state legislature created a Statewide Firefighter Retirement Plan (SVFRP) administered by PERA to relieve members from pension fund management. Any change in the financial status of this plan must be recommended by the Fire Relief Board of Trustees and approved by the City Council as the City is ultimately financially responsible. Mr. Rambow explained that 2018 legislation allows for the Fire Relief Board of Trustees to opt out of the PERA plan if dissatisfied, which has made the switch more palatable.

Mr. Rambow forwarded the Fire Relief Association's recommendation to join SVFRP. He highlighted benefits of switching plan administrators including no more annual audits, ensured compliance with expanding GASB standards, and monthly administration of retirees' payments. Mr. Rambow projected that investment, auditing, accounting and financial reporting fees could be reduced annually by approximately \$40,000 - \$50,000 – a cost savings that would become available for future pension adjustments.

Councilmember Walsh asked for clarification as to PERA's charges for managing the pension fund. Mr. Rambow stated that PERA will be charging just a few thousand dollars to manage this fund compared to approximately \$15,000 paid to the current vendor. Mr. Rambow also confirmed that this change would free up staff time as well.

Councilmember Jones inquired as to what triggered the change of allowing an entity to pull out of PERA. Mr. Rambow shared the argument of the Firefighter's Working Group that PERA should be competitive enough that if service is unsatisfactory, there should be a choice for organizations to switch plan administrators. Legislation to this effect was signed by the Governor this year.

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn** to adopt **Resolution No. 12288** authorizing the White Bear Lake Fire Relief Association to join the Statewide Volunteer Firefighter Retirement Plan.

Motion carried 4:1, Councilmember Engstran abstained.

- D. Resolution accepting bids and awarding contract for the HVAC improvements to the White Bear Lake Armory, City Project No. 19-12

Assistant City Engineer Farrell reported the City received two bids for HVAC improvements to the White Bear Lake Armory. He stated the Historical Society will contribute \$30,000, raised through grants and fundraising, toward this project. Mr. Farrell forwarded a recommendation to receive the bids and award the contract to New Century Systems, Inc., with the lowest base bid of \$48,736.00. Mr. Farrell anticipated this work would be complete by the end of next month.

Mr. Farrell added that the emergency boiler repairs at the Armory have been completed and the heat will be back on tomorrow.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Engstran** to adopt **Resolution No. 12289** accepting bids and awarding contract for the HVAC improvements to the White Bear Lake Armory, City Project No. 19-12.

Motion carried unanimously.

- E. Resolution providing benefits for employees of the City of White Bear Lake who are not covered by employment agreements

City Manager Hiniker stated that the majority of the City's workforce is not represented by a collective bargaining agreement. Non-union members are classified as clerical/technical or management/exempt. She explained that each year the Council establishes compensation parameters for these employees through the Position Classification and Compensation Plan. Other benefit changes for non-bargaining employees, including medical/life insurance, have historically been established by Council to coincide with premium rate adjustments and market conditions effective January 1, 2019. The renewal period also allows employee benefits to be coordinated with union contract negotiations, which all have a January 1st renewal date.

Ms. Hiniker explained that after an extensive RFP process, health insurance increased on average 12.5%. A comparison with other northeast entities revealed that White Bear Lake is somewhat behind others in benefit offerings. She forwarded a recommendation that the City increase its HSA contribution to match the plan deductible increase in order to neutralize the impact of the insurance plan adopted.

Ms. Hiniker also pointed to a recommended change to the fitness program in which the City will partner with the YMCA for its wellness program. Lastly, staff is not

recommending any change to the employee deferred insurance benefit contribution.

Councilmember Edberg inquired as to the reason for steeply increased quotes for health insurance coverage. Ms. Hiniker confirmed the reason is primarily internally driven from a high experience rating within the organization. To address this, staff is looking at replacing the fitness incentive with a more holistic wellness program. She mentioned that the experience rating is not always tied directly to the employee, but to family members of the employee who are covered under medical insurance. Ms. Hiniker also pointed to the small size of the organization, which absorbs costs less effectively. Lastly, Ms. Hiniker expressed a desire to explore joining with other communities for a larger pool.

It was moved by Councilmember **Walsh**, seconded by Councilmember **Biehn** to adopt **Resolution No. 12290** providing benefits for employees of the City of White Bear Lake who are not covered by employment agreements.

Motion carried unanimously.

10. CONSENT

- A. Resolution approving business licenses. **Resolution No. 12291**
- B. Acceptance of an extension to the White Bear Lake Mitsubishi lease

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

Motion carried unanimously.

11. DISCUSSION

- A. Rush Line Station Area Planning

Ms. Hiniker stated that the Rush Line Planning Team is here to present the Rush Line BRT project as it stands today. She assured all who are listening that there will be future opportunities for additional engagement and directed people to provide feedback at rushline.org so that all comments are tracked appropriately.

Brian Isaksson stated he is the Deputy Director for multi-model Planning with Ramsey County Public Works. He encouraged folks to provide feedback at rushline.org so that comments related to the Rush Line Project can be catalogued. He passed along Commissioner Reinhardt's regrets she could not be here this evening.

Beth Bartz introduced herself as a member of SRF Consulting Group, who was contracted to assist Ramsey County in developing the Rush Line Project. Ms. Bartz provided a status update on the Rush Line Project, stating this is a purpose driven project identified decades ago in the Metropolitan Council's long-range plan to address:

- Planning for sustainable growth and development
- Limited sustainable travel options
- Serving the needs of those who rely on transit
- Increasing demand for reliable high-frequency transit

Ms. Bartz reviewed the timeline of the transitway development process, indicating the Ramsey County Regional Railroad Authority oversees the first two steps, Metropolitan Council oversees the remainder, and the public engagement process continues throughout:

1. Pre-Project Development (2015-2017) – Completed. Bus rapid transit (BRT) was selected with each terminus as downtown St. Paul and White Bear Lake.
2. Environmental Analysis (2018-2019) – The current phase of the project. The key goal is to define a working project definition so that an environmental study can be conducted to assess community impact, natural environment, right-of-way, project costs and economic impact.
3. Project Development (2020-2021)
4. Final Engineering (2022-2023)
5. Construction (2024-2026)

Ms. Bartz described bus rapid transit (BRT) as a high-quality service operating in a designated lane with frequent and reliable stops. The vehicles would be right-sized for the ridership, easy to board at all doors with a fare platform, electric or hybrid-electric in nature for quiet operations and low emissions and would have bike storage.

Ms. Bartz explained that public engagement has occurred from the onset and will continue throughout the project. From March through September, 87 events were conducted or staffed with over 1,300 community members, businesses and other stakeholders, and over 700 comments have been recorded. Ms. Bartz noted that there has been significant general support for the project and its long-term value for the White Bear Lake community and a high level of interest in a downtown station.

Ms. Bartz spoke of the station area planning process in which three meetings with the working group identified station locations that maximize access, ridership and increase transit connectivity. She stated there would be no bus maintenance or storage on site and the station would be regularly monitored and maintained. An adequate parcel size would accommodate 100 parking spaces, 4 bus platforms and an operator restroom/breakroom.

Ms. Bartz shared four proposed downtown sites as Clark Avenue, Banning Avenue, 4th & Bloom Avenue and on Long Avenue near the Hanifl Performing Arts Center. She stated that the working group recommended the Clark Avenue Station Platform as it served the downtown well, had opportunity for additional parking and was convenient for pedestrians.

Ms. Bartz conveyed concerns expressed by the public for a station platform in downtown White Bear Lake. She stated next steps by the Rush Line Project Team will be to look at broader downtown options, consider feedback on benefits and concerns, identify top candidates and bring analysis back to the community.

Councilmember Edberg stated there are many identified reasons for having rapid transit between downtown St. Paul and White Bear Lake, but asked specifically about the employment value. Ms. Bartz relayed interest expressed by employers such as Saputo Dairy, Grandma's Bakery and The Waters of White Bear Lake who have a difficult time filling many mid-level positions. She also stated that many medical facilities in St. Paul have expressed the same concerns relative to transit accessibility for their workforce.

Councilmember Edberg stated that there are about 10,000 baby boomers retiring each

day, which means businesses have a tremendous need to attract and retain employees. Ms. Bartz confirmed there are about 100,000 jobs located within a half mile of the stops along the project corridor. Councilmember Edberg pointed out that this is a reason to consider rapid transit and how communities are serving the needs of employers and employees. Regardless of station location, he expressed the importance of having BRT serve White Bear Lake.

Councilmember Walsh inquired as to funding of BRT in the absence of state and federal funding to date and expressed preference in an older process that would first find dedicated funds through state and federal government support before so much time was spent on planning. He asked where local money will come from in the absence of state funding and with waning support for these projects in the state legislature. He mentioned sales tax revenue now covering the local share, but federal funding a few years from now is questionable and he feels a lot of time is wasted in planning for something that may never get the funding needed to be viable.

Councilmember Walsh is opposed to the Rush Line Project. He does not feel there is a need or the ridership to support it. He wondered how much money would be recovered through fares compared to sales tax revenue used to pay for ongoing operations. Ms. Bartz relayed that this information will be assessed during this environmental assessment phase. She stated it is their assumption that 49% of the project will be federally funded and 51% of capital will come from Ramsey County's half-cent sales tax.

Councilmember Jones supports BRT coming up Highway 61, but finds it ironic the Metropolitan Council has removed bus routes and services in White Bear Lake.

Ms. Bartz mentioned the connectivity piece is part of this process, perhaps through the addition of local buses on east/west routes, or employment of NewTrax to run shuttle service during their downtimes such that broader connections can be made east/west of proposed stations. She reiterated that BRTs value would not be maximized if the focus was only on the half mile radius of station locations.

Mayor Emerson said she is against the Clark Avenue site, stating it just will not work and another site must be identified. She stated that at the end of the day the Council will make the decision.

Councilmember Biehn appreciates the deliberative process, only wishing it were faster. He supports the northbound route, believing it is necessary, but needs more information about the pros and cons of each of the proposed station locations before making a decision. He pointed out that the east metro has been left out and if we do not invest, we will continue to be left behind. He spoke to his positive experiences with mass transit throughout the world and the resulting development surrounding it, and ability to connect people.

Councilmember Edberg spoke to the deliberative process and the need to flush out the project prior to asking for a 49% federal investment. He believes the terminus should be downtown, but does not believe the Clark Avenue location is the right site. He prefers a location west of Highway 61 to tie into aspirations of a commercial district there. Councilmember Edberg also thanked the citizens who volunteered hours of their time considering what is best for the community. Although we may not agree with their proposed location, they deserve respect and credit for taking on this initiative.

Councilmember Jones agrees in the importance of access to downtown, but also believes that the station should be on the west side of Highway 61. He stated that with a BRT line going along Highway 61, it may be possible to reduce traffic speed to 30 miles per hour so some safe crosswalks could be implemented.

Councilmember Walsh questioned whether we even want a bus line coming up Highway 61 and what will that do to the small town feel that people love so much in community surveys. How will this affect the downtown and the marina triangle? He also mentioned the need to add law enforcement into the discussion to address the influx of people that will be coming into the community.

Ms. Bartz encouraged people to visit rushline.org to register for email notification of upcoming community meetings. Ms. Hiniker stated that staff will continue to work with the County and the Planning Team to make sure the Council is informed. She stated it is not likely this topic will be revisited until after the New Year.

Councilmember Biehn wanted to know the pros and cons of just having a bus stop in downtown and locating a station platform with parking in a more remote location.

Councilmember Jones wanted to know more about the parking needs in downtown White Bear Lake and the impact of traffic and congestion. Ms. Hiniker mentioned there has been a more informal parking survey conducted, but nothing formal is planned at this time until a more specific site for the platform is identified, unless otherwise directed by the Council.

Mayor Emerson thanked the community for their engagement and encouraged continue involvement as the Council works through this process.

B. DNR groundwater study

City Manager Hiniker reported that the DNR completed its transient model study and provided a brief summary of its findings. Ms. Hiniker also reported that the contested case hearing with the Administrative Judge related to amendments to the DNR permits is scheduled for November 8th.

12. COMMUNICATIONS FROM THE CITY MANAGER

- White Bear Lake School District Facility Study – Asst. City Manager Rick Juba is a participant in the planning process as the Vice Chair of Community Services. After tonight's meeting, the Planning Group will break out into three study groups to focus on Community Spaces, Security in Facilities and Learning Spaces. Each group will meet four times through December with findings presented to the School Board in January. Master Planning will follow in February and Community Engagement & Feedback will occur throughout spring.
- Bruce Vento – Oct. 25th at 6:00 p.m. in the Public Safety Building
- Fire Department – Eight Paramedic/Firefighters have been hired and start on Monday.
- Jesse Farrell, Assistant City Engineer announced that a neighborhood meeting for

the 2019 Street Reconstruction project is scheduled for November 7, 2018.

13. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Walsh** seconded by Councilmember **Biehn** to adjourn the regular meeting at **9:39 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: Samantha Crosby, Planning & Zoning Coordinator

Date: November 7, 2018 for the November 13, 2018 City Council Meeting

Subject: **BONIN, Conditional Use Permit & Variances; 4871 Lake Avenue- Case No. 18-7-CUP & 18-17-V**

REQUEST

A conditional use permit for a home accessory apartment and two variances: a 25 foot variance from the 40 foot rear yard setback and a 9.3 foot variance from the 35 foot side abutting a public right-of-way, in order to demolish the existing single-family residence and construct a new single-family residence with an accessory dwelling unit above the attached garage.

SUMMARY

No one other than the applicant spoke to the matter. On a 4-0 vote, the Planning Commission recommended approval of the request as presented.

RECOMMENDED COUNCIL ACTION

Approval of the attached resolution.

ATTACHMENTS

Resolution of Approval.

RESOLUTION NO.

**RESOLUTION GRANTING
A CONDITIONAL USE PERMIT AND TWO SETBACK VARIANCES
FOR 4871 LAKE AVENUE
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, a proposal (18-7-CUP & 18-17-V) has been submitted by Brian Bonin, on behalf of Molly Bonin, to the City Council requesting approval of a Conditional Use Permit and two setback Variances from the City of White Bear Lake Zoning Code for the following location:

LOCATION: 4871 Lake Avenue

LEGAL DESCRIPTION: That part of Lot 10, Block 32, WHITE BEAR, lying East of the West 12 feet thereof, and that part of the Park, lying North of the South 11 feet thereof, abandoned, adjoining Lake Avenue, abandoned, and accretions to said Park and avenue lying East of the Easterly line of said Lot 10 and its extension and between the extensions East of the North line of said Lot 10 and the center line of adjoining 7th Street, Subject to an easement for public road purposes in favor of the City of White Bear Lake as to said part of adjoining Lake Avenue lying West of a line parallel to and 40 feet East from the Easterly line of said Lot 10 and its extension, Ramsey County, MN (PID # 133022230116)

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING PERMIT: A Conditional Use Permit for a Home Accessory Apartment, per Code Section 1302.125; in order to construct an accessory dwelling unit above the garage; and

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING VARIANCES: 25 foot variance from the 40 foot rear yard setback, and a 9.3 foot variance from the 35 foot setback from a side abutting a public right-of-way, both per Code Section 1303.040 Subd.5.c, in order to demolish the existing home and construct a new single-family residence; and

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

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

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

1. The proposal is consistent with the city's Comprehensive Plan.
2. The proposal is consistent with existing and future land uses in the area.

3. The proposal conforms to the Zoning Code requirements.
4. The proposal will not depreciate values in the area.
5. The proposal will not overburden the existing public services nor the capacity of the City to service the area.
6. Traffic generation will be within the capabilities of the streets serving the site.

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

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.
3. Because of the large amount of greenspace on the east side of the lot, 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 non-conforming uses of neighboring lands, structures, or buildings in the same district are not the sole grounds for issuance of the variances.

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

1. All application materials, maps, drawings, and descriptive information submitted in this application shall become part of the permit, including all the architectural details of the exterior building elevations.
2. Per Section 1301.060, Subd.3, the variance and conditional use permit shall become null and void if the project has not been completed or utilized within one (1) calendar year after the approval date, subject to petition for renewal. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
3. The conditional use permit shall become effective upon the applicant tendering proof (ie: a receipt) to the City of having filed a certified copy of this permit with the County Recorder pursuant to Minnesota State Statute 462.3595 to ensure the compliance of the herein-stated conditions. Proof

of such shall be provided prior to the issuance of a rental license.

4. The right to rent the accessory apartment ceases upon transfer of title unless reissued by the City Council.
5. Per Section 1302.125, Subd.4.a, the owner of the single family structure shall reside in the principal structure. The permit becomes null and void if the owner ceases to reside in the residence. The accessory apartment shall remain an accessory rental apartment, owned by the occupant of the principal structure. There shall be no separate ownership of the accessory rental apartment.
6. The number of vehicles associated with the principal residence and accessory unit together shall not exceed that which can fit in the garage and on the driveway.
7. The number of occupants of the accessory apartment shall not exceed four (4) tenants.
8. The owner shall sign the Rental Property Licensing Exemption for Relative Homestead Occupancy.
9. The owner shall obtain a rental license prior to renting out the unit to anyone who is not related.
10. The applicant shall verify the property lines and have the property pins exposed at the time of inspection.
11. The existing curb cut shall be removed and the street restored to the City's standard design specifications. The proposed curb cut may not exceed 24 feet in width.
12. The second shed that encroaches into the neighbor's property to the north shall be removed with the demolition of the existing home.
13. The rear yard variance of 15 feet is for a one level garage only; not subject to future Administrative Variance to extend a line of non-conformity.
14. A building permit shall be obtained before any work begins.

Prior to the issuance of a building permit, the applicant shall:

15. Submit tree preservation calculations and a replacement plan, subject to staff approval. The grading plan shall be adjusted to save the trees along 7th Street (except for the birch).

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

Ayes:
 Nays:
 Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

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

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

Molly Bonin

Date



City of White Bear Lake
Community Development Department

MEMORANDUM

To: Ellen Hiniker, City Manager

From: The Planning Commission

Through: Ashton Miller, Planning Technician

Date: November 7, 2018 for the November 13, 2018 City Council Meeting

Subject: **Koeppen, Lot Recombination; 4942 Morehead Avenue & 2291 9th Street- Case No. 18-3-LS**

REQUEST

A Recombination Subdivision to convey a 30-foot wide strip of land from 4942 Morehead Avenue to 2291 9th Street.

SUMMARY

On a 4-0 vote, the Planning Commission recommended approval of the request as presented.

RECOMMENDED COUNCIL ACTION

Approval of the attached resolution.

ATTACHMENTS

Resolution of Approval.

RESOLUTION NO.

**RESOLUTION APPROVING A LOT RECOMBINATION FOR
4942 MOREHEAD AVENUE & 2291 9th STREET
WITHIN THE CITY OF WHITE BEAR LAKE, MINNESOTA**

WHEREAS, a proposal (18-3-LS) has been submitted by Kim Koeppen to the City Council requesting approval of a lot recombination per the City of White Bear Lake Subdivision Code at the following site:

ADDRESS: 4942 Morehead Avenue and 2291 9th Street

EXISTING & PROPOSED LEGAL DESCRIPTIONS: See Attached.

WHEREAS THE APPLICANTS SEEK THE FOLLOWING: Approval of a recombination subdivision to convey a 30 foot wide tract of land from 4942 Morehead Avenue to 2291 9th Street, per Code Section 1407.030; and

WHEREAS, the Planning Commission has reviewed this proposal on October 29, 2018; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake after reviewing the proposal, that the City Council accepts and adopts the following findings of the Planning Commission for the Recombination Subdivision:

1. The proposal is consistent with the city's Comprehensive Plan.
2. The proposal is consistent with existing and future land uses in the area.
3. The proposal improves the conformance to the Zoning Code requirements.
4. The proposal will not depreciate values in the area.
5. The proposal will not overburden the existing public services nor the capacity of the City to service the area.
6. Traffic generation will be within the capabilities of the streets serving the site.

FURTHER, BE IT RESOLVED, that City Council hereby approves the Recombination Subdivision, subject to the following conditions:

1. All application materials, maps, drawings, and descriptive information submitted with this

application shall become part of the permit.

2. Within 6 months after the approval of the Survey by the City Council, the applicant shall record the Survey along with the instruments of conveyance with the County Land Records Office or the subdivision shall become null and void. The resolution of approval shall be recorded against 4942 Morehead Avenue and notice of condition #6 shall be provided as condition of the sale of the lot.
3. The applicants shall provide the City with proof of recording (receipt) as evidence of compliance with condition #2. The applicants shall provide the City Planner with two final, approved and recorded copies of the Certificate of Survey within 120 days after the date of recording.
4. Durable iron monuments shall be set at the intersection points of the new lot line with the existing lot lines. The applicant shall have one year from the date of Council approval in which to set the monuments.
5. The applicants shall agree to reapportion any pending or actual assessments on the original parcel or lot of recording accordance with the original assessment formula on the newly approved parcels as per the City of White Bear Lake finance office schedules.
6. The excessive impervious surface at 4942 Morehead Avenue shall be mitigated for when a permit for any new project is submitted.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

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

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

Kim Koeppen

Date

EXISTING LEGAL DESCRIPTION:

(2291 9th Street)

Lot 7 and the north 10 feet of vacated 9th Street adjoining, Block 17, AUERBACH'S REARRANGEMENT OF PART OF WHITE BEAR, Ramsey County, Minnesota.

(4942 Morehead Avenue)

Lots 8 and 9, Block 17, AUERBACH'S REARRANGEMENT OF PART OF WHITE BEAR, Ramsey County, Minnesota.

PROPOSED LEGAL DESCRIPTIONS:

(2291 9th Street)

Lot 7, the north 10 feet of vacated 9th Street adjoining, and the south 30 feet of Lot 8, Block 17, AUERBACH'S REARRANGEMENT OF PART OF WHITE BEAR, Ramsey County, Minnesota. Subject to easements of record, if any.

(4942 Morehead Avenue)

Lot 9 and Lot 8, except for the south 30 feet thereof, Block 17, AUERBACH'S REARRANGEMENT OF PART OF WHITE BEAR, Ramsey County, Minnesota. Subject to easements of record, if any.



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker

Date: November 6, 2018

Subject: **First reading of ordinance establishing 2019 fee schedule**

BACKGROUND

As part of the annual budgeting process, staff reviews the City's fee schedule to determine whether any changes are recommended. Because the City's fee schedule is adopted by ordinance, first reading is being held at the November 13th Council meeting to coordinate its adoption with final consideration of the City's 2019 annual budget on December 11, 2018. Below is a description of each proposed change included in the attached document. Additional information regarding rates adjustments for the enterprise funds is available in the draft budget document.

General Fees/Fines (proposed changes)

On Sale Temporary Malt Liquor License: The City does not receive requests for temporary malt liquor licenses unless accompanied by a wine license application, within which the fees are already incorporated.

Tent Permits: In order to comply with State regulations, the City's Fire Marshal is tasked with ensuring tents over 400 square feet in size are inspected and in compliance with State Fire Code. This proposed \$50 site inspection fee is intended to recuperate associated staff costs.

Ambulance Fees: A 2018 comprehensive review of ambulance service delivery and operations resulted in significant reorganization of the Fire Department. A combination Paramedic/Firefighter staffing model was implemented to address shortfalls in call response. The department added 4 fulltime Paramedic/Firefighters in 2018 and proposes to add another 4 in 2019.

Beginning in 2019, the Ambulance Fund budget will include 80% of the staffing costs while the remaining 20% will be reflected in the Fire Department budget. As an Enterprise Fund, the Ambulance Fund operates similar to a private business with revenues from user charges funding operational costs.

The ability to generate additional revenues is dependent on 30% of all calls, which represents those calls for people not on Medicaid or Medicare. Federal restrictions on reimbursement for

Medicaid and Medicare patients reduced collections by approximately 1,750,000 in 2017. The calculations used to arrive at proposed 2019 rates assume a 2.00% increase in Medicare and Medicaid reimbursement rates.

Call Type	Effective 5/1/2017	Effective 1/1/18	Proposed 1/1/19
Basic Life Support	1,195.00	1,285.00	1,415.00
Advanced Life Support – 1	1,575.00	1,695.00	1,865.00
Advanced Life Support – 2	1,720.00	1,850.00	2035.00
Treatment No Transport	400.00	430.00	475.00
Mileage per mile	24.75	26.60	30.00

Section 5 - Administrative Offenses: Last increased by Resolution in 2013, it is proposed that fees for Ordinance violations be incorporated into the fee schedule for improved transparency. The more common violations are called-out in the schedule with specific fines assigned; a fee of \$50 is proposed for all other ordinance violations not specifically listed in the fee schedule.

Armory: The hourly rental rate for non-residents has been same as for residents. A \$10 increase for the non-resident fee is proposed to be consistent with the City’s practice of providing a discount for residents.

Pioneer Manor: Rent increases for Pioneer Manor have been adopted by resolution annually since 1997, but are being incorporated into the fee schedule for improved transparency and process efficiencies. In 2018, the aging facility required new carpeting for the common area at a cost of approximately \$20,000. The 2019 budget accounts for the need to begin replacement of washers and dryers at an annual cost of \$25,000. To accommodate operational cost adjustments as well as addressing infrastructure needs, rents are proposed to increase approximately 1.5%. Rent increases would become effective April 1, 2019. Proposed adjustments (below) represent approximately half of the 2019 social security adjustment.

	Current Rents	Proposed Rents
1 Bedroom	\$690.00	\$705.00
1 Bedroom/Den	\$740.00	\$755.00
2 Bedroom	\$805.00	\$825.00
2 Bedroom Deluxe	\$855.00	\$875.00
Garage	\$56.00	\$57.00

Park Facilities: Park rental fees have remained the same for nearly 19 years. For nearby comparisons, Vadnais Heights charges \$70 for picnic shelter rental for residents and \$150 for non-residents. Stillwater charges \$50 for residents and \$100 for non-residents for gazebos or picnic shelters. Staff proposes a \$15 - \$25 increase in its park rental fees, depending upon the facility and user category, as illustrated in the attached fee schedule.

Sports Center: Skating School participants are required to pay for Ice Skating Institute (ISI) membership. Rather than add confusion to the registration process by requiring this \$15 separate membership fee, staff proposes absorbing the cost of ISI membership into the cost of weekly group lessons, which have been adjusted accordingly.

Sewer Rates

After multiple years without a sewer rate increase, the City began adjusting rates during 2016 to avoid a fund deficit. The increase did not alleviate the issue; therefore, the rates adjusted again in 2017 and the fund balance was stabilized through a one-time contribution from the Non-Bonded Debt Service Fund. Minimal rate adjustments in 2018 and 2019 continue to offset operating expenditures and create a financial base for future years. However, the Metropolitan Council Environmental Services (MCES) charges comprise 77% of total expenditures.

MCES 2019 sewer disposal rates will increase 5.75% in 2019, while City operational costs are projected to increase 1.25%. The proposed rate adjustment is expected to provide an adequate operating reserve, \$200,000 then available for infrastructure improvements.

	2018 Rates	2019 Proposed
0 – 8 units	\$31.75	\$33.45
Unit (750 gallons)	\$3.95	\$4.15

Water Rates

The water fund continues to experience financial challenges. During 2018, the fund had to support five significant water main breaks:

1. Buerkle Road – wetlands
2. White Bear Parkway and North Birch Lake Road
3. American Inn – East of 35E
4. 35E right of way line fracture
5. Orchard Lane/Court

Water main breaks have resulted in 2018 expenditures exceeding projections by \$120,000. A total of \$125,000 was transferred from the Non-Bonded fund to offset these extraordinary costs. As a result, the revised 2018 water fund budget has \$25,000 available for additional repairs through fiscal 2018. Proposed 2019 increases to water rates should be sufficient to pay back the Non-Bonded Fund for its 2018 contribution. The proposed 2019 water rate structure is as follows:

Residential Water Customers Current Rates		Proposed Rates	Commercial / Industrial Water Customers – Current Rates		Proposed Rates
0 - 8 units	\$12.30per quarter	\$13.40 per quarter	0- 8 Units	\$ 12.30 per quarter	\$13.40 per quarter
Winter quarter rate*	\$1.45 per unit	\$1.60 per unit	8 – 27 units	\$ 1.40 per unit	\$1.55 per unit
Non-winter quarter rate**	\$1.80 per unit	\$1.95 per unit	27 – 75 units	\$ 1.45 per unit	\$1.60 per unit
			Over 75 units	\$ 1.65 per unit	\$1.80 per unit
			Non-winter quarter rate	\$ 1.80 per unit	\$1.95 per unit

Refuse Rates

Since fall of 2016, Republic Services has been under contract with the City to provide comprehensive residential refuse and recycling services. Staff has been very pleased with the responsiveness of the company and overall service to our community. Hauler fees increased 2% in 2018 according to contract language and it is anticipated that an additional 2% adjustment will occur in 2019.

The City pays the Newport Ramsey-Washington Recycling & Energy Facility directly for City disposal tonnage. Removal and disposal fees represent 86% of the fund's annual expenditures. The Newport facility disposal fee will increase 2.6% in 2019. The County will reduce its disposal rebate fee by 17%. Below represents net disposal costs over the past three years:

<u>Year</u>	<u>Cost per ton</u>	<u>County Rebate</u>	<u>Net Disposal</u>	<u>% increase</u>
January 2017	70.00	12.00	58.00	0.00%
January 2018	77.00	12.00	65.00	12.07%
January 2019	79.00	10.00	69.00	6.15%

To compensate for hauling and disposal cost adjustments, 2019 rate adjustments of approximately 5.5% are recommended to increase as follows:

<u>Service</u>	<u>Current Rates</u>	<u>Proposed Rates</u>
30 gallon (Senior)	\$10.00	\$10.55
30 gallon	\$10.25	\$10.80
60 gallon	\$15.05	\$15.90
90 gallon	\$20.50	\$21.65

With the adoption of these proposed rates, the projected fund balance at the end of 2019 is projected to total \$83,272.

RECOMMENDED COUNCIL ACTION

No action required. Second reading will be held on December 11, 2018, at which time Council will be asked to approve the attached fee schedule.

ATTACHMENTS

Proposed Fee Schedule

WHITE BEAR LAKE ANNUAL FEE SCHEDULE - 2019

I. <u>ALCOHOLIC BEVERAGES</u> (RESOLUTION NO. 9538)	<u>FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
On and Off Sale Malt Liquor License Application & Investigation	100.00	No change	January 13, 2004
On Sale Malt Liquor License	Class A: 175.00 Class B: 275.00	No change No change	January 13, 2004 January 13, 2004
Off Sale Malt Liquor License	Class A: 75.00 Class B: 150.00	No change No change	January 13, 2004 January 13, 2004
On Sale Wine License Application and Investigation Fee	250.00	No change	January 13, 2004
On and Off Sale Liquor License Application and Investigation	500.00	No change	January 13, 2004
On Sale Wine License	Class A: 250.00 Class B: 350.00	No change No change	January 13, 2004 January 13, 2004
On Sale Liquor License	3200.00	No change	January 13, 2004
Off Sale Liquor License	200.00	No change	January 13, 2004
On Sale Sunday Liquor License	200.00	No change	January 13, 2004
On Sale Temporary Malt Liquor License	5.00	No change	January 13, 2004
On Sale Temporary Liquor/Malt/Wine License (any combination)	27.50	No change	January 13, 2004
Club License	100.00	No change	January 13, 2004
II. <u>AMUSEMENT & COMMERCIAL RECREATION</u>	<u>FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
Bowling Alley License (Res. No. 9538)	25.00/alley	No change	January 13, 2004
Shooting Gallery License (Res. No. 9538)	35.00	No change	January 13, 2004
Pool Hall License (Res. No. 9538)	40.00/table	No change	January 13, 2004
Roller Skating Rink License (Res. No. 9538)	100.00	No change	January 13, 2004
Coin Operated Amusement Devices License (Ord. 1105)	25.00/location 15.00/machine	No change No change	February 8, 2000
Motion Picture Theater License (Ord. 1107)	210.00	No change	January 13, 1981
Public Dances and Dance Hall Permit (Ord. 1107)	30.00	No change	January 13, 1981
Charitable Gambling License (Res. No 9538)	225.00	No change	January 2017
State Licensed Gambling Investigation Fee (Res. No. 9538)	75.00	No change	January 2017
III. <u>BUSINESS AND ADMINISTRATION</u>	<u>CURRENT FEES</u>	<u>PROPOSED FEES</u>	<u>LAST UPDATED</u>
Animals: Dog Kennel License (Ord. 701)	Annually \$ 50.00	No change	January 2017
Animals: Dog License Male/Female (Ord. No. 701)	Every 2 years \$ 20.00	No change	January 2017
Animals: Dog License Neutered/Spayed (Ord. No. 701)	Every 2 years \$ 15.00	No change	January 2017
Animals: Dog License Late Fee (Ord. No. 701) / replacement license	\$ 5.00	No change	January 2017
Animals: Potentially dangerous dogs	\$120.00		January 2018
Animals: Dangerous dogs	\$500.00		January 2018
Animals: Impounding dogs (Ord. No. 752)	Actual cost of contractor	No change	January 2017
Animals: Impounding/disposal of misc. animals	Actual cost of contractor	No change	January 2017
Cigarette / Tobacco Products License (Res. No. 9538)	Class A: \$ 150.00 Class B: \$ 200.00	No change No change	January 2017 January 2017
Gas Station License	\$ 25.00 / nozzle	No change	January 2017
Public Bench License (Res. No. 9538)	\$ 25.00 / application \$ 20.00 / bench	No change No change	January 2017 January 2017
Copies: 1 to 100 pages (MN Statute, section 13.03)	\$ 0.25 / page	No change	Aug. 1, 2005
Copies: over 100 pages (MN Statute, section 13.03)	Actual cost of data collection and copies		
Copies: Public Records Audio / Visual	\$ 25.00	No change	January 2017
Fax (Res. No. 9538)	\$ 0.50 / sheet	No change	Jan. 13, 2004
Farmer's Market Annual reservation/application fee	\$120		
Farmer's Market Same day temporary permit	\$10		Feb. 23, 2010
Refuse / Recycling Hauler License (Res. No. 9538)	\$ 150.00		January 2017
Return Check Charge (Res. No. 9538)	\$ 30.00	No change	Jan. 13, 2004
Rubbish Hauler and Junk Dealer License (Res. No. 9538)	\$50.00	No change	Jan. 13, 2004
Slaughter and Packing House License (Ord. No. 116)	\$60.00	No change	Jan. 13, 1981
Solicitor/Peddler/Transient Merchant License (Res. No. 7033)	\$50.00/month	No change	January 2017
Taxi Cab Driver License (Ord. No. 1119)	\$35.00	No change	Jan. 13, 1981
Traveling Shows and Circuses License (Ord. No. 1120)	\$310.00	No change	Jan. 13, 1981
Arcades Licenses (Ord. No. 1122)	\$100.00	No change	Dec. 14, 1982
Massage Therapist License	\$25.00	No change	Sept. 8, 2015
Massage Therapist background	\$25.00	No change	Sept. 8, 2015
Adult Establishment License (Ord. 1124)	\$2,000.00		January 2017

Application and background check for adult establishment	\$500 unless out of state check, then actual costs not to exceed \$1500		
Pawnbroker and Precious Metal Dealer License (Ord. No. 1125)	\$10,000.00	\$12,000.00	June 13, 1995
Sale of Fireworks License (Res. No. 9366)	\$100.00/location		January 2017
	\$50.00/re-inspection	\$50.00/re-inspection	
Christmas Tree Sales Lot License (Ord. 1103)	\$35.00	No change	Jan.13, 1981
Launch Tags	\$25.00/resident	No change	January 2017
	\$40.00/non-resident	\$45.00/non-resident	January 2017
Moorings	\$375.00/city resident	No change	January 2017
	\$500.00/non-resident	No change	January 2017
Skids	\$55.00/resident	No change	January 2017
	\$80.00/non-resident	No change	January 2017
Kayak / Canoe Rack	\$45.00/resident	No change	January 2017
	\$60.00/non-resident	No change	January 2017
Duplicate copies of licenses and permits	\$1.00	No change	January 2017
Passport photo	\$15.00	No change	January 2017
Elections Filing	\$5.00	No change	1966

IV. PUBLIC SAFETY

A. FIRE RELATED

	<u>CURRENT FEES</u>	<u>PROPOSED FEES</u>	<u>LAST UPDATED</u>
Pumper Truck (Ord. No. 805)	Actual cost	No change	January 2017
Ladder Truck (Ord. No. 805)	Actual cost	No change	January 2017
Rescue Unit (Ord. No. 805)	Actual cost	No change	January 2017
Chief/Command Unit (Ord. No. 805)	Actual cost	No change	January 2017
Rescue Boat (Ord. No. 805)	Actual cost	No change	January 2017
Hazardous Material Unit (Ord. No. 805)	Actual cost	No change	January 2017
Certificate of Compliance Application	\$6.00/unit (min \$36, max \$250 per building)	No change	January 2017
Biennial Inspection	50% of the original fee	No change	January 2017
Re-inspection if required	\$15.00	No change	January 2017
Tent Permit (over 400 sq feet require fire safety inspection)	\$50.00 per site visit		January 2019

B. AMBULANCE FEES

	<u>CURRENT FEES</u>	<u>PROPOSED FEE</u>	<u>LAST UPDATED</u>
Basic Life Support (BLS)	\$1285.00	\$1415.00	January 2018
Advanced Life Support (ALS1)	\$1695.00	\$1865.00	January 2018
Major Advanced Life Support (ALS2)	\$1820.00	\$2035.00	January 2018
Treatment – No transport	\$430.00	\$475.00	January 2018
Mileage	\$26.60/mile	\$30.00/mile	January 2018

C. ADMINISTRATION

	<u>CURRENT FEES</u>	<u>PROPOSED FEE</u>	<u>LAST UPDATED</u>
Accident Photo	\$25.00 / cd	No change	January 2017
Accident Report: 1 to 100 pages (MN Statutes 13.03)	\$0.25/page	No change	
Accident Report: more than 100 pages	Actual cost of data collection and copies	No change	
Accident Data Review	\$10.00/month	No change	
Transcripts	\$3.00/page	No change	
Finger Printing	Free/resident	No change	
	\$20.00/non-resident	No change	
No parking signs	\$50.00	No change	

V. ADMINISTRATIVE OFFENSES

A. Penalties for Alcohol and Tobacco Sales:

	<u>CURRENT FEE</u>	<u>LAST UPDATED</u>
Purchase, possession	\$50.00	January 2013
Underage consumption	\$50.00	
Lending ID to underage person	\$100.00	
License holder, first offense	\$150.00	
License holder, second offense within 12 months	\$275.00	
License holder, third offense within 18 months	\$500.00	
Other alcohol and tobacco related offenses	\$100.00	

B. Animals:

Vicious animal	\$50.00	January 2013
Other animal violation	\$25.00	

C. Parking:	<u>CURRENT FEE</u>	<u>LAST UPDATED</u>
Handicap zone	\$50.00	January 2013
Fire lane	\$25.00	
Snowbird	\$25.00	
Blocking fire hydrant	\$25.00	
Other illegal parking	\$25.00	
D. Fires:		January 2013
Open fires	\$25.00	
Fire Code violations	\$100.00	
E. Noise complaints:		January 2013
Loud party	\$25.00	
Loud party second offense in 2 months	\$50.00	
Other complaints	\$30.00	
F. Administrative penalties not otherwise called out in the fee schedule	\$50.00	NEW
Subsequent administrative offenses within 12 months increased 25%		

VI. RENTALS

A. PIONEER MANOR (effective Apr 1, 19 – Mar 31, 20)	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>	<u>LAST UPDATED</u>
1 Bedroom	\$690.00	\$705.00	April 2018
1 Bedroom/Den	\$740.00	\$755.00	April 2018
2 Bedroom	\$805.00	\$825.00	April 2018
2 Bedroom Deluxe	\$855.00	\$875.00	April 2018
Garage	\$56.00	\$57.00	April 2018

B. BOATWORKS COMMONS				<u>LAST ADJUSTED</u>
City hosted and School District events – Gratis. Hosting agency responsible for set-up, clean-up and tear down				Oct. 13, 2015
	<u>Civil/Non-Profit</u>	<u>Proposed</u>	<u>WBL Club/Org</u>	<u>Proposed</u>
Less than 20 attendees	Gratis	No change		No change
Greater than 20 attendees	\$50.00	No change	\$100.00	No change

C. PARK FACILITIES	<u>Resident</u>	<u>Non-Resident</u>	<u>For Profit & Corporate</u>	<u>PROPOSED FEE</u> <u>Resident / Non-Res / Profit</u>	<u>LAST ADJUSTED</u> October 2010
Bossard, Ramaley, Rotary, Spruce and Jack Yost Parks	\$ 25.00	\$ 75.00	\$ 100.00	\$50 / \$100 / \$125	
Podvin Park (pavilion only)	\$ 35.00	\$ 90.00	\$ 150.00	\$50 / \$110 / \$175	
Podvin Park (kitchen & mtg rm)	\$ 75.00	\$ 125.00	\$ 225.00	\$100 / \$150 / \$250	
Podvin Park (full facility)	\$ 100.00	\$ 200.00	\$ 300.00	\$125 / \$225 / \$325	
Lakewood Hills (pavilion only)	\$ 35.00	\$ 90.00	\$ 150.00	\$50 / \$110 / \$175	
Lakewood Hills (kitchen & pavilion)	\$ 75.00	\$ 125.00	\$ 225.00	\$100 / \$150 / \$250	
Lakewood Hills (ballfields)	\$75.00	\$125.00	\$ 225.00	\$100 / \$150 / \$250	
Matoska Park	\$25.00 for two hours maximum			\$50 for two hours max	
Stellmacher Park	\$ 35.00	\$ 90.00	\$ 150.00	\$50 / \$110 / \$175	
West Park	\$ 35.00	\$ 90.00	\$ 150.00	\$50 / \$110 / \$175	
Trash pick-up and disposal		<u>Community and Non-Profit</u>	<u>Profit/Co.</u>		
Events over 100 people			\$ 50.00		
Events over 250 – 500 ppl		\$ 50.00 flat fee	\$ 75.00		
Every additional 250 ppl			+ \$ 25.00		
Spray paint of any kind			\$ 250.00		

D. WHITE BEAR LAKE SPORTS CENTER	<u>TAX INCLUDED</u>	<u>NON-TAXABLE</u>	<u>PROPOSED FEE</u>	<u>LAST UPDATED</u>
ICE RENTAL MARCH – AUGUST				January 1, 2017
Prime Time	\$160.00/hr	\$150.00/hr	No change	
Weekend	\$160.00/hr	\$150.00/hr		
Non-Prime	\$135.00/hr	\$125.00/hr	No change	
ICE RENTAL SEPTEMBER – FEBRUARY				
Prime Time	\$203.50/hr	\$190.00/hr	No charge	
Weekday, 8am – 3pm	\$160.00/hr	\$150.00/hr	No charge	
Non-Prime and after 9pm	\$145.00/hr	\$135.00/hr	No charge	
SKATING SCHOOL		<u>CURRENT FEES</u>	<u>PROPOSED FEES</u>	<u>LAST UPDATED</u>
Group Lessons				January 1, 2017

Weekly (Tot-PreAlpha & Power)	\$9.50 per weeks in session	\$11.00 per weeks in session
Weekly (Alpha – Delta & Adults)	\$14.25 per weeks in session	\$16.50 per weeks in session
Freestyle Levels	\$18.00 per weeks in session	\$21.00 per weeks in session
Contract (Open & Intermediate)	\$11.00 per weeks in session	\$12.00 per weeks in session
Contract (High Level)	\$12.00 per weeks in session	\$13.00 per weeks in session
Drop In	\$13.00	No change
Morning	\$7.00 before school	No change
Open Skate	\$5.00	No change
Skate Rental	\$4.00	No change
Open Hockey	\$6.00 per session	No change
Dead Ice	\$7.00/hour	No change

SKATE SHOW

IS	\$15.00
Annual Skating Show	\$125.00
Additional Show Packages	\$100.00
Parent/Child Skate	\$75.00

COURT FEES

Monthly	\$50.00	No change
3 Month	\$115.00	No change
6 Month	\$205.00	No change
Wally Ball	\$30.00 per 1.5 hours, \$33 per 2hrs/court	No change
Racquetball	\$8.00 per person per hour	No change
Dodgeball	\$12.00 per court	No change

MISC. FEES AND CHARGES

Meeting Room Rental	\$10.00/hour	\$15.00/hr
Aerobic Room Rental	\$15.00/hour	\$20.00/hr
Locker Room Rental	\$2.00/month	\$5.00/month

E. ARMORY FACILITY (Resolution No. 11844)

Private Party

	<u>Current Resident</u>	<u>Proposed Resident</u>	<u>Current Non-resident</u>	<u>Proposed Non-resident</u>	<u>LAST ADJUSTED</u>
Full Day with kitchen (including set up)	\$650.00	No change	\$900.00	No change	July 12, 2016
Kitchen	\$100.00	No change	\$150.00	No change	
Hourly rate (1-7 hours) Mon. – Thurs.	\$80.00	No change	\$80.00	\$90.00	
Fri. – Sun.	\$100.00	No change	\$120.00	No change	
City staff is available for set-up per hour rate	Contract Rate	No change	Contract Rate	No change	
Security Contract Rate (refunded if re-rented)	\$27.00/hr	No change	\$27.00/hr	No change	
Down payment	\$275.00	No change	\$375.00	No change	
Damage deposit	\$350.00	No change	\$500.00	No change	
Hourly Activities					
Athletics/Special Events/Meeting Room	\$25.00/hr	No change	\$25.00/hr	No change	

Daily Activities	White Bear		White Bear		Non-Resident		<u>LAST ADJUSTED</u>
	<u>Non-Profit</u>	<u>Proposed</u>	<u>Groups/Clubs</u>	<u>Proposed</u>	<u>Non-Profit</u>	<u>Proposed</u>	
1 day	\$0.00	No change	\$90.00	No change	\$135.00	No change	July 12, 2016
2 days	\$50.00	No change	\$160.00	No change	\$245.00	No change	
3 days	\$75.00	No change	\$260.00	No change	\$390.00	No change	
4 days	\$100.00	No change	\$355.00	No change	\$510.00	No change	

VII. PLANNING AND ZONING

	<u>FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
Address List	\$30.00	No change	January 13, 2004
Comprehensive Plan Amendment (Ord. No. 1301.010)	\$500.00	No change	January 13, 2004
Conditional Use Permit: Fee (Ord. No. 1301.050)	\$400.00	No change	January 13, 2004
Conditional Use Permit Amendment	\$200.00	No change	January 13, 2004
Grading Plan Review (over .5 acre in size)	\$250.00	No change	2010
Grading Plan Review (less than .5 acre in size)	\$75.00	No change	2010
Home Occupation: Permit Fee (Ord. No. 1303)	\$50.00/permitted, \$100.00 special	No change	April 12, 1994
Rental Dwelling License (Ord. No. 508.020)	\$50.00 plus \$7.00/unit over 3 units	No change	Nov. 26, 1991
Late Fees	25% plus original fee/1-7 days past due		
	50% plus original fee/8 or more days past due		
	Legal procedures begin/30 days past due		
Re-inspection Fee	25% of license fee or \$50.00 whichever is greater		

License Transfer (Ord. No. 508-090)	\$50.00	No change	January 2017
Planned Unit Development (Ord. No. 1301.070)	\$750.00	No change	January 2017
Rezoning: Application Fee (Ord. No. 1301.040)	\$750.00	No change	January 2017
Subdivision: Preliminary Plat (Ord. No. 1407)	\$500.00	No change	January 2017
Final Plat	\$100.00	No change	January 2017
Subdivision: Minor Subdivision/Lot Split (Ord. No. 1407)	\$250.00	No change	January 2017
Vacation (City Charter, Section 8.02)	\$250.00	No change	January 2017
Variance Permit (Ord. No. 1407)	\$250.00/residential	No change	January 2017
	\$500.00/commercial & industrial	No change	January 2017
Administrative Variance (Ord. No. 1408)	\$25.00	No change	January 13, 2004
Zoning Letter (Res. No. 9538)	\$75.00	\$75.00	January 2017
Sign Permit: Permanent (Ord. No. 1115)	\$50.00/wall	No change	September 8, 1987
	\$30.00 / temporary banner, sign, or reface	No change	September 8, 1987
	\$150.00/free standing and dynamic display	No change	January 2017
	\$300.00/billboard	No change	September 8, 1987
	\$200.00/administrative fee for erecting a sign before the permit is issued	No change	September 8, 1987
Dynamic Display Sign-duplicated from sign permit section	\$150.00	No change	January, 2017
Park Dedication: Single Family Dwelling (Res. No. 9538A)	\$1,200.00/unit	No change	January 2017
Park Dedication: Townhome, Condominium, Duplex, Dwelling (Res. 9538A)	\$1,000/unit	No change	January 2017
Park Dedication: Apartment Dwelling (Res. No. 9538A) \$500/1 bdrm, 100/each add bdrm	\$750/\$150	no change	January 2017
Park Dedication: Commercial & Industrial (Res. No. 9538A)	\$3,500.00/acre	No change	January 13, 2004
Zoning Permit: Shed, Driveway, Fence, Detached Decks under 30" , Hot Tubs Pigeons, Hens, Bees	\$50.00/each	No change	January 2017
Time Extension for CUP	\$50.00	No change	January 2017

VIII. UTILITIES

1. CONSUMPTION RATES:

A. WATER RATES:		PROPOSED RES. FEES	CURRENT FEES:	PROPOSED FEES	LAST ADJUSTED	
Residential Water Customers			Commercial / Industrial Water Customers			
0 - 8 units	\$12.30 per quarter	\$13.40 per quarter	0- 8 Units	\$ 12.30 per quarter	\$13.40 per quarter	January 1, 2018
Winter quarter rate*	\$1.45 per unit	\$1.60 per quarter	8 – 27 units*	\$ 1.40 per unit	\$1.55 per quarter	January 1, 2018
Non-winter quarter rate**	\$1.80 per unit	\$1.95 per quarter	27 – 75 units*	\$ 1.45 per unit	\$1.60 per quarter	January 1, 2018
			Over 75 units*	\$ 1.65 per unit	\$1.80 per quarter	January 1, 2018
			Non-winter quarter rate**	\$ 1.80 per unit	\$1.95 per quarter	January 1, 2018

* Rate for consumption over 8 units in the winter quarter & “base” for the other three (3) quarterly billing cycles

**Rate for consumption above the winter quarter rate for the other three (3) quarterly billing cycles

LAKE LEVEL LITIGATION FEE*:	CURRENT RATES	PROPOSED RATES	LAST ADJUSTED
Residential	\$4.00 quarterly	No change	February 1, 2017
Commercial	\$17.50 quarterly	No change	February 1, 2017

*Includes communities that purchase municipal water from the City

*Imposed until legal fees are recovered.

B. SEWER RATES:	CURRENT FEES	PROPOSED RATES	LAST ADJUSTED
0 – 8 units	\$31.75	\$33.45	January 1, 2018
Unit (750 gallons)	\$3.95	\$4.15	January 1, 2018

C. REFUSE / RECYCLING RATES	CURRENT FEES	PROPOSED RATES	LAST ADJUSTED
30 Gallon Senior – monthly	\$10.00	\$10.55	January 1, 2018
30 Gallon Service – monthly	\$10.25	\$10.80	January 1, 2018
60 Gallon Service – monthly	\$15.05	\$15.90	January 1, 2018
90 Gallon Service – monthly	\$20.50	\$21.65	January 1, 2018

2. MISCELLANEOUS

A.	CURRENT FEES	PROPOSED RATES	LAST ADJUSTED
Sewer Line Televising	\$150.00	\$155.00	January 2018
Sewer Line Televising for Street Reconstruction	\$75.00	\$77.00	January 2018
Temporary Shut Off / Turn On for Non-Maintenance (snow birds, realtors, foreclosures:			
November 1 st – March 31 st	\$125.00 / visit	\$130.00	January 2017
April 1 st – October 31 st	\$75.00	\$80.00	January 2017

B. HYDRANT METER RENTAL:	CURRENT FEES	PROPOSED FEES	LAST ADJUSTED
Cost of inspection, use and administration (not prorated)	\$50.00/month	\$52.00/mth	January 2017
Charge for water used based on either metered amount or 6 billing units per month, whichever is greater. Charges assessed at maximum summer consumption rate in effect on the date the hydrant meter is returned.			January 2017
Dec 1 – Apr 1, additional rental charge for extraordinary inspection (not prorated)	\$30.00/month	\$32.00/mth	January 2017
Applicants will be responsible for breakage or damage to hydrant, meter or other works at actual repair or replacement costs.			January 2017

IX. BUILDING DEPARTMENT LICENSES AND PERMITS

1. WATER AND SEWER CONNECTION FEES

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

A. UNIT PERMIT FEE SCHEDULE (Note: State surcharge = \$1.00):	CURRENT FEES	PROPOSED FEES	LAST UPDATED
Street excavation / refundable deposit	\$ 30.00 / \$ 1,500	\$ 32.00/\$1550	January 2017
Water Tap (Each)	\$ 25.00	\$ 27.00	January 2017
Sewer Tap (Each)	\$ 25.00	\$ 27.00	January 2017
Sewer Disconnect Only	\$40.00	\$ 42.00	January 2017
Water Disconnect Only	\$40.00	\$42.00	January 2017
Sewer and Water Disconnect	\$70.00	\$ 73.00	January 2017
Water Line Install or Repair (Residential)	\$ 40.00	\$ 42.00	January 2017
Sewer Line Install or Repair (Residential)	\$ 40.00	\$ 42.00	January 2017
Water Line Install or Repair (Commercial)	\$ 55.00	\$ 57.00	January 2017
Sewer Line Install or Repair (Commercial)	\$ 55.00	\$ 57.00	January 2017
Hydrostatic and Conductivity Test (Each)	\$ 55.00	\$ 57.00	January 2017
Storm sewer	\$ 40.00	\$ 42.00	January 2017
Individual Sewage Treatment System – New Installation or Replacement of existing system	\$ 200.00	\$ 206.00	January 2017
Individual Sewage Treatment System - Repair or Alteration of existing system	\$ 100.00	\$103.00	January 2017
Individual Sewage Treatment System Abandonment	\$ 50.00	\$ 52.00	January 2017

B. SEWER CONNECTION FEES	CURRENT FEES	PROPOSED FEES	LAST UPDATED
Single Family Dwellings	\$650.00 per dwelling	\$670.00	January 2017
Two Family Dwellings	\$1,300.00 per dwelling	\$1340.00	January 2017
Multiple Dwellings	\$400.00 per unit	\$415.00	January 2017
Commercial and Industrial (minimum of 1 unit charged)	\$1,000 per acre or \$650 per unit for each 100,000 gallons of estimated annual flow	\$1030/acre or \$670/unit	January 2017

C. WATER CONNECTION FEES	CURRENT FEES	PROPOSED FEES	LAST UPDATED
Single Family Dwellings	\$650.00 per dwelling	\$670.00	January 2017
Two Family Dwellings	\$1,300.00 per dwelling	\$1340.00	January 2017
Multiple Dwellings	\$400.00 per unit	\$415.00	January 2017
Commercial and Industrial (minimum of 1 unit charged)	\$1,000 per acre or \$650 per unit for each 100,000 gallons of estimated annual flow	\$1030/acre or \$670/unit	January 2017

D. BUILDING TRADE CITY LICENSES	CURRENT FEES	PROPOSED FEES	LAST ADJUSTED
Mechanical / Gas Piping/Tree Trimmer License (Class II)	\$45 / prorated \$35 after 7/1	No change	January 2017
Commercial General Contractor License (Class I)	\$120 / prorated \$35 after 7/1	No change	January 2017

E. PLUMBING PERMIT FEES: (Note: State surcharge = \$1.00)	CURRENT FEES	PROPOSED FEES	LAST ADJUSTED
Residential fee (minimum permit fee)	\$ 40.00	No change	January 2017
Commercial fee (minimum permit fee)	\$ 50.00	No change	January 2017
For each fixture or fixture opening	\$15.00	No change	January 2017
Water Heater / Venting – New Install or Replacement	\$ 50.00	No change	January 2017
Water Softener – New Install or Replacement of existing	\$ 25.00	No change	January 2017
Gas Piping	\$ 30.00	No change	January 2017
Water Piping / Drain / Waste / Vent Alteration or Repair	\$ 50.00	No change	January 2017
Backwater Valve Now considered a fixture	\$ 20.00	No change	January, 2017
Plumbing General Repair	\$ 50.00	No change	January 2017
New backflow Prevention Device (permit required)	\$ 25.00	No change	January 2017
Backflow Prevention Annual Testing Per Device	\$20.00	No change	January 2017

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

1. HEATING, AC, UNIT HEATERS and IN-FLOOR HEAT: For the installation of any new or replacement central heating and/or air conditioning system, Unit Heaters, or in floor heating with heat source.

	<u>CURRENT FEES</u>	<u>PROPOSED FEES</u>	<u>LAST ADJUSTED</u>
Heating System - minimum fee	\$ 70.00	No change	January 2017
Air Conditioning - minimum fee	\$ 40.00	No change	January 2017
Heating & Air Conditioning - minimum fee	\$ 100.00	No change	January 2017
HVAC for New Residential Construction – minimum fee	\$ 175.00	No change	January 2017
Ductwork Extension or Alteration – minimum fee	\$30.00	No change	January 2017

2. HEATING & AC REPAIR: For alteration or repair to any central heating and/or air conditioning system, the permit fee is 1% of the estimated cost or the minimum, whichever is greater plus state surcharge of .0005% of valuation.

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
Heating & Air Conditioning Repair - minimum fee	\$ 30.00	No change	January 2017

3. MISCELLANEOUS APPLIANCE OR EQUIPMENT: For each appliance or piece of equipment regulated by the code, but not classed in other appliance categories, or for which no other fee is listed in the code.

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
Miscellaneous Mechanical Equipment - minimum fee	\$ 40.00	No change	January 2017

4. PROCESS PIPING: For the installation, alteration, or repair of each process piping system.

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
Process Piping - minimum fee	\$ 40.00	No change	January 2017

5. FIREPLACE: For the new installation or replacement of an existing fireplace.

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>	<u>LAST ADJUSTED</u>
Fireplace - minimum fee	\$ 50.00	No change	January 2017

6. ELECTRICAL FEES: Electrical fees shall be applied as established in Minnesota Statutes section 326.2441. **The State's Fees are listed here for convenience. (Note: State surcharge = \$1.00)**

<u>Service Panels</u>	Fee
0-400 AMP Service Panel	\$35
401-800 AMP Service Panel	\$60
Above 800 AMP Service Panel	\$100
<u>Circuits / Feeders</u>	
0-200 AMP Circuit/Feeder	\$6 each
Above 200 Circuit/Feeder	\$15 each
Reconnected Circuits	\$2 each
<u>Miscellaneous Items:</u>	
New Single Family Dwelling up to 30 Circuits (0-400 A)	\$135
New Single Family Dwelling up to 30 Circuits (401-800 A)	\$160
Transformers for Light, Heat, Power (up to 10 Kilo/Volt)	\$15
Transformers for Light, Heat, Power (over 10 Kilo/Volt)	\$30
New Multi Family (3+ Units)	\$70 unit
Street, Parking Lot, Outdoor Lighting, Traffic Lights	\$5 each
Transformers/Power Supply for Electric Sign	\$5 each
Technology Circuits (less than 50 volts)	.75 each
Lighting Retrofit Mods to Existing Lights	.25 each
Solar PV System – 0-50 watts	\$60
Solar PV System – 5,000 – 10,000 watts	\$100
Solar PV System – 10,001 – 20,000 watts	\$150
Solar PV System – 20,001 – 30,000 watts	\$200

Solar PV System – 30,001 – 40,000 watts	\$250
Solar–40,001 – 1,000,000 = \$250 + \$25 each 10,000 watts over 1,000,000	\$250+ see left
Solar–1,000,000 – 5,000,000 = \$2,650 + \$15 each 10,000 watts over 1,000,000	\$2650+ see left
Solar–5,000,000 watts and larger = \$8,650 + \$10 each 10,000 watts over 5,000,000	\$8,650+ see left

G. FIRE SUPPRESSION PERMIT FEES

1. FIRE SPRINKLER SYSTEM FEE SCHEDULE (Note: State surcharge = \$1.00)

	CURRENT FEES	PROPOSED FEES	LAST ADJUSTED
Ansul hood (each)	\$ 50.00	No change	January 1, 2017
Automatic fire suppression system:			
1 to 10 heads, including risers	\$ 50.00	\$75.00	January 1, 2017
Each additional 10 heads or fraction thereof	\$ 5.00	No change	January 1, 2017
Each fire alarm (new, addition, upgrade)	\$50.00	\$75.00	January 1, 2017
Each miscellaneous fire related permit	\$50.00	\$75.00	January 1, 2017
Each chemical/Ansul hood extinguisher system	\$50.00	\$75.00	January 1, 2017
Each fuel storage tank installed or removed (under 1000 gallons)		\$75.00 / tank	January 1, 2018
Each fuel storage tank installed or removed (over 1000 gallons)		\$225.00/tank	January 1, 2018
Fire alarm system	\$ 50.00	No change	January 1, 2017
Fire permit plan review	50% of the permit fee	No change	January 1, 2017
Miscellaneous Fire Suppression Permits	\$50.00	No change	January 1, 2017

H. BUILDING CONSTRUCTION (Ord. No. 1201)

LAST UDJUSTED – JANUARY 1, 2017

Building Permit Fees are based on current state valuation costs, <i>plus</i> state surcharge. Permit value shall include total value of work, including materials and labor, for which the permit is being issued, <i>inclusive</i> of building, plumbing, heating, electrical, fire suppression & sewer/water costs. Exceptions: Flat fee permits listed below			
TOTAL VALUATION			FEE
\$1.00	to	\$500	\$30.00
		Proposed Fee:	No change
\$500	to	\$2,000	\$30.00 for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
		Proposed Fee:	No change
\$2,001	to	\$25,000	\$82.50 for the first \$2,000.00 plus \$16.10 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
		Proposed Fee:	No change
\$25,000	to	\$50,000	\$452.80 for the first \$25,000.00 plus \$11.65 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
		Proposed Fee:	No change
\$50,000	to	\$100,000	\$744.05 for the first \$50,000.00 plus \$8.15 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
		Proposed Fee:	No change
\$100,001	to	\$500,000	\$1,151.55 for the first \$100,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
		Proposed Fee:	No change
\$500,001	to	\$1,000,000	\$3,751.55 for the first \$500,000.00 plus \$5.60 for each addition \$1,000.00 or fraction thereof, to and including \$1,000,000.00
		Proposed Fee:	No change
\$1,000,001		and up	\$5,991.55 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof

	Proposed Fee:	No change
Appeal Fee: \$150.00 refunded if appeal granted		
Other Inspections and Fees: \$62.00 per hour or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved.		
- Inspections outside of normal business hours (two hour minimum charge)		
- Re-inspection fees		
- Inspection for which no fee is specifically indicated (30 minute minimum charge)		
- Additional plan review required by changes, additions or revisions to plans (30 minute minimum charge)		
Outside consultants for plan checking and inspections or both: Actual costs including administrative and overhead costs.		
Certificate of Occupancy = \$20.00		
Plan Review Fee – Residential = 50% of permit fee		
Plan Review Fee – Commercial = 65% of permit fee		

- I. STATE SURCHARGE FEES FOR BUILDING PERMITS BASED ON VALUATION: the surcharge is equivalent to one-half mill (.0005) if the fee or \$0.50 cents, whichever amount is greater. For all other permits, the surcharge is as follows:

VALUATION OF STRUCTURE, ADDITION OR ALTERATION			SURCHARGE COMPUTATION	PROPOSED COMPUTATION
\$ -	to	\$ 1,000,000	.0005 x valuation (minimum \$0.50)	No change
\$ 1,000,000	to	\$ 2,000,000	\$ 500 + .0004 x (value - \$1,000,000)	No change
\$ 2,000,000	to	\$ 3,000,000	\$ 900 + .0003 x (value - \$2,000,000)	No change
\$ 3,000,000	to	\$ 4,000,000	\$ 1,200 + .0002 x (value - \$3,000,000)	No change
\$ 4,000,000	to	\$ 5,000,000	\$ 1,400 + .0001 x (value - \$4,000,000)	No change
\$ 5,000,000		or greater	\$ 1,500 + .0005 x (value - \$5,000,000)	No change

- J. FLAT FEE BUILDING PERMITS: (Note: State surcharge of \$1.00)

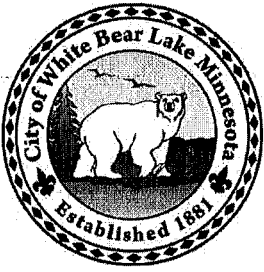
	CURRENT FEES	PROPOSED FEES	LAST ADJUSTED
Doors	1 door = \$ 80 / 2 or more = \$ 110	No change	January 2017
Egress Windows	1 window = \$ 80 / 2 or more = \$ 110	2 or more \$135	January 2017
Roofs	Res \$ 160 / Commercial \$ 300 / Repair \$ 80	No change	January 2017
Siding	Res \$ 160 / Commercial \$ 300 / Repair \$ 80	No change	January 2017
Soffit/Fascia	Res \$60 / Commercial \$ 120 / Repair \$ 30	No change	January 2017
Windows	1 window = \$ 65 / 2 or more = \$ 120	2 or more \$135	January 2017
Garage Only Roof (residential)		Res \$80	January 2018
Garage Only Siding (residential)		Res \$80	January 2018
Swimming Pools		Above Ground \$75.00 / Underground \$125	January 2018
Roof Solar Panels		Residential \$175/ Commercial \$275	January 2018
Parking Lot Replacement		\$150.00	January 2017

- K DEMOLITION AND WRECKING OF BUILDING FEES: Interior \$60 / Accessory structure \$85 / Residential Building \$200 / Commercial Building \$350 (Note: State surcharge of \$1.00)

- L. GRADING PERMIT FEES: Residential Site \$ 90.00 and Commercial Site \$350.00, Site over 2 acres \$450.00 / (Note: State surcharge = \$1.00.

- M. MISCELLANIOUS BUILDING FEES – (Note: State surcharge = \$1.00)

	CURRENT FEES	PROPOSED FEES	LAST ADJUSTED
Building moving fee for a house	\$ 150.00 + \$1 surcharge	No change	January 2017
Building moving fee for a garage	\$ 60.00 + \$1 surcharge	No change	January 2017



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council
From: Ellen Hiniker, City Manager
Date: November 8, 2018
Subject: Whitaker Street End Lease

BACKGROUND

At its meeting on June 26, 2018, the City Council had a substantive discussion regarding the Whitaker Street end lease and provided staff with further direction related to use of the street end and subsequent terms for a lease. Staff was then directed to seek an income-based appraisal for the fuel service portion of Tally's overall business to help determine a reasonable rent for the related use of the street end, and to negotiate terms of a new lease.

Ownership of Property

Following is a brief summary clarifying any outstanding questions related to title/ownership of the Tally's property east of Lake Avenue and related riparian rights.

In 1983, under the ownership of Ralph and Marie Blomer, the property on which the current structure is located was registered through the Torrens process, resulting in title to the lakeside property as follows: *the south 40 feet of the east 70 feet of Lot 12, Block 3 "Rearrangement of Lake Shore Addition to White Bear, Minn", not including accretions and riparian rights on the east side of Lake Avenue, and the east 70 feet of adjoining Lot 13, including the accretions and riparian rights east of Lake Avenue.*

The property was later sold to Ralph Cheeseborough, who eventually sold it to Keith and Jan Dehnert in 1990.

In 2000 the Dehnerts registered the remainder of the east 70 feet of Lot 12, including the accretion and riparian rights of all of Lot 12 east of Lake Avenue. The Dehnerts then owned the east 70 feet of the two lots north of Whitaker Avenue and the accretions and riparian rights east of Lake Avenue, which includes the Tallys building, (see attached maps).

History of Lease

In 1999 the Dehnerts and "Tally's Dockside Waterski Company" formalized historic use of the Whitaker street end through a lease with the City to continue its fuel service, as was determined by the Council to be in the public's interest. The lease was then amended in 2000 to include 14 by 100 feet of Lake Avenue, east of the City's bike path. Lake Avenue South between Veteran's

Park and Whitaker is actually a 66' road easement to the underlying properties as defined in the 1889 plat of "Rearrangement of Lake Shore Addition to White Bear, Minn", subject to public use for road, water and sewer purposes. As such, it would be appropriate moving forward to define use of this strip of land and others along Lake Avenue South within the parameters of an Easement Encroachment Agreement, as opposed to a lease arrangement.

The 2000 lease and amendment was terminable by either party with a 60 day notice and by the City at any time for use of the leased property for a public purpose, and charged rent of \$100/mo.

In September 2005, the City Council amended the lease by increasing the rent to \$375 per month and the insurance requirements from \$300K/\$750K to \$1M/\$1M. The lease, however, was again amended in December, 2006, dropping the rent back to \$100/month. The lease has not been amended since.

Proposed Lease

Restrooms: There has been considerable conversation among the Council regarding the placement of temporary toilet facilities on the leased property. While the City was intentional with its requirement in the original lease that Tally's provide sanitary facilities on the property for its customers, this was in the absence of alternate facilities. After Tally's received its full liquor license from the City in 2011, its seating requirements changed, triggering a requirement for additional restroom facilities. While this requirement had not been appropriately communicated at the time, it is now understood by the owners and construction of new restrooms in the CG Hooks building is underway. Furthermore, new public restroom facilities are now available in the Boatworks Commons building for use by all in the marina area.

As was the expressed interest of the City Council, the proposed lease does not allow for placement of porta-potties on the leased property.

Insurance: Pollution insurance is an added requirement to the proposed lease, along with increased commercial liability and workers' compensation insurance requirements. Overall language related to general liability, indemnification, and insurance provisions has been strengthened in the proposed lease and has been reviewed by the City's insurance agent accordingly.

Allowed Uses: No other uses of the property outside the placement of the fuel tank and any related fuel dispensing equipment/infrastructure is provided for in the proposed lease. Use of the authorized dock use area (ADUA) within the City's riparian rights is allowed for placement of a public fuel dock. The owners provided a rendering for a dock configuration they hope to put in place next year. The dock would also provide space for boaters to temporarily tie-up; this would be for public use, not exclusive to Tally's customers.

There have been questions regarding placement of Tally's marina docks within the street-end ADUA used for private marina purposes, with expressed concern related to placement of income-generating slips in public right-of-way. While the owners are able to configure all marina docks within their private ADUA, they have indicated that doing so would reduce access to the docks owned by the property at its north (formerly owned by Sampair). A document illustrating a dock configuration within the limits of Tally's ADUA will be available for review at the meeting for Council's consideration.

Fuel tank: The proposed lease does not contemplate replacement of the existing fuel tank in consideration of cost and related benefit. There has been some discussion regarding the purchase of a new tank that could either be buried at considerable cost, or have lower height dimensions; staff is prepared to provide additional information if the Council would like to further explore these options. The proposed lease does, however, include a requirement that the owners construct and maintain a new fence that provides screening on all four sides and is no higher than the tank.

Rent: To best determine value of a lease for use of the Whitaker Street end, staff engaged the services of Wendy Walker, a certified appraiser who has extensive experience preparing lake property appraisals, both business and residential.

The assumptions applied in the income appraisal, as attached, are variable and each has the potential to significantly impact the bottom-line calculation. For instance, the "cap rate" referred to in the appraiser's report is defined as a rate of return on a real estate investment property based on the income that the property is expected to generate. This metric is used to estimate an investor's potential return on his or her investment. It is calculated by dividing its net operating income by its market value. In review of the Tally's fuel business, the appraiser selected an 8% cap rate for reasons described in her report. In applying the cap rate by definition, that rate could vary considerably from year to year as the net income can fluctuate relative to the assigned \$124,000 property market value. This, in turn, can significantly impact the calculated rent.

Labor assumptions and fuel sales will also vary from year to year depending upon seasonal weather, the economy and lake levels. Staff worked through several iterations applying these and other variable assumptions, which demonstrated the elasticity of this model, as will be further described at the November 13th Council meeting. This exercise led staff to reconsider a flat approach to monthly rent based upon a small window in time. Instead, options for a rent based on the percentage of sales was explored. Ultimately, staff arrived at a proposal of 5% of gross sales as calculated by reviewing gas sale receipts, less wholesale cost of gas. This rate takes into consideration a portion of the investments needed for improvements related to the fuel-dispensing infrastructure as required by the MPCA.

Staff is prepared to further discuss this proposed rental rate at the meeting next Tuesday.

Term: Staff is proposing a 20-year term with a clause providing for early termination in the event a future Council determines a higher and better public use of the property is appropriate. An extended term for the lease is proposed to acknowledge investments required to maintain the business, including but not limited to \$36,000 in equipment related to updating the fuel-dispensing infrastructure as required by the MPCA.

SUMMARY

Attached is a proposed lease for use of the City's right-of-way at the Whitaker Street end for purposes of providing fuel to boaters on White Bear Lake. Entering into a lease agreement with Tally's Dockside for use of the Whitaker Street end is based on the assumption that the City continues to consider fuel service on the lake a desirable outcome. As such, the terms of the lease assume a reasonable rate of return on related investments needed to provide this service, while providing a mechanism for public share of related profits through its rent. Approaching the rent as a percentage of profit takes into consideration the high degree of fluctuation in annual net income

resulting from seasonal weather conditions, the economy and lake levels. The lease also contemplates associated risks through the incorporation of increased insurance requirements. Lastly, the lease limits use of the Whitaker Street end for fuel service related equipment and docks. It would be staff's intention to remove the scrub trees on site and establish a lawn, which would be maintained by the owners.

RECOMMENDATION

Staff recommends adoption of the attached resolution approving an agreement for the joint use of city right-of-way property between the City of White Bear Lake and Tally's Dockside, as attached.

ATTACHMENTS

- Resolution, proposed lease incorporated within
- 1889 Plat of Rearrangement of Lake Shore Addition
- Various maps depicting property
- Proposed dock configuration
- 2005 lease w/ 2006 amendment
- 2017 memorandum describing existing leased City ROW

RESOLUTION No.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DOCKSIDE WATER SKI COMPANY, DBA TALLY'S DOCKSIDE FOR JOINT USE OF THE CITY RIGHT-OF-WAY AT THE WHITAKER STREET END

WHEREAS, the 50' end of Whitaker Street on the east side of Lake Avenue South is the City of White Bear Lake's public right-of-way; and

WHEREAS, Keith and Jan Dehnert, owners of Tally's Dockside, formalized historic use of the Whitaker street end through a lease arrangement with the City in 1999 to continue operating fuel service for boaters; and

WHEREAS, the lease was amended in 2000 to include 14 by 100 feet of Lake Avenue, east of the City's bike path; and

WHEREAS, the lease was amended in 2005 to increase insurance requirements and monthly rent to \$345/month, which was later reduced back to \$100/month in December, 2006; and

WHEREAS, it is the City's desire that fuel service continue to be provided on the lake for area boaters; and

WHEREAS, the City seeks to identify a reasonable rent that acknowledges the use of public right-of-way for private enterprise as well as a reasonable rate of return on any private investment in said property.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of White Bear Lake that the City Manager is hereby directed to execute the following agreement for joint use of City right-of-way between the City of White Bear Lake and the Dockside Water Ski Company (dba Tally's Dockside).

Lease Addendum No. 4

AGREEMENT FOR JOINT USE OF CITY RIGHT-OF-WAY PROPERTY BETWEEN THE CITY OF WHITE BEAR LAKE, MINNESOTA AND DOCKSIDE WATER SKI COMPANY (D/B/A TALLY'S DOCKSIDE)

This Lease Addendum No. 4 to the Agreement for Joint Use of City Right-of-Way Property Between the City of White Bear Lake, Minnesota and Dockside Water Ski Company (d/b/a Tally's Dockside) (the "Lease"), is made and entered into as of this _____ day of _____, 2018 (the "Effective Date"), by and between the City of White Bear Lake, a home rule charter city and political subdivision under the laws of the State of Minnesota (the "City") and Dockside Water Ski Company d/b/a Tally's Dockside (the "Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, the City is the owner of certain real property as legally described: **That part of the Whitaker Street right-of-way located east of Lake Avenue and above the ordinary water line of White Bear Lake** (the "Leased Premises"); and

WHEREAS, the Lessee is a commercial business located at 4441 Lake Avenue South in the City, and for many years has leased from and paid rent to the City for the Leased Premises, for the purposes of operating and maintaining a gas tank to serve boaters on White Bear Lake, and to provide transient slips for boating customers; and

WHEREAS, the Parties collectively entered into a Lease Agreement, dated as of March 15, 1999, memorializing the lease and rent payments of the Leased Premises, which Lease Agreement has been amended several times; and

WHEREAS, the Parties seek to further amend the Lease Agreement to extend the time frame of the Lease, provide for amended rental payments, and memorialize the allowed uses of the Leased Premises; and

WHEREAS, the City Council of the City has approved the execution of this Lease, and there are no legal impediments or restrictions governing the Lessee to execute the same.

NOW, THEREFORE, the Parties covenant and agree as follows:

1. TERM OF LEASE. The term of this Lease shall commence as of the Effective Date and shall continue to and including October 1, 2038 (the "Lease Term"). The Lease Term does not automatically renew, and any extensions need to be approved in writing pursuant to a separate agreement between the Parties.

2. RENT. The Lessee agrees to pay, without set off, deduction or demand, to the City as total rent for all of the Leased Premises, the sum equal to five-percent (5%) of the Annual Gross Income from fuel sales conducted on the Leased Premises as calculated below (the "Rent"):

$$\begin{aligned} &+ \text{Revenue from sale of fuel, determined as of year-end} \\ &- \text{(Less cost of fuel, determined as of year-end)} \\ &= \text{Annual Gross Income} \end{aligned}$$

Such Rent shall be due and payable in advance of each "lease year," which shall be prior to December 1st of the preceding year. The Lessee shall

deliver the rent to the City at the City's Finance Department at 4701 Highway 61, White Bear Lake, Minnesota, 55110. If the Lessee fails to pay Rent by December 1st for the next lease year, or on the next business day (if December 1st falls on a weekend), the Lessee shall automatically be assessed and shall pay, as additional Rent, a late charge equivalent to ten percent (10%) of the amount of such regular payment.

3. QUIET ENJOYMENT. The City covenants that, upon paying the Rent and performing the covenants herein contained, the Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises subject to any and all prior encumbrances against the property, including without limitation any easements within the Leased Premises.

4. USE OF PREMISES. The Leased Premises shall be used and occupied by the Lessee only as follows:

- i. The placement, maintenance and operation of a gas tank not to exceed 2,000 gallons, or as otherwise approved by the City Council, to serve boaters on White Bear Lake. A fence, which effectively blocks street-view of the tank and as approved by the City, shall be erected and properly maintained on all four sides of the gas tank.
- ii. The Lessee may utilize riparian rights to the Leased Premises for placement of a dock, as illustrated on Exhibit B, for purposes of distribution of gas and transient slips available to public boating customers.

The Leased Premises may not be used by Lessee for any other uses not contained in this section, or as otherwise agreed to by the City.

5. MAINTENANCE AND REPAIR. The Lessee will at all times keep the Leased Premises in a clean and orderly condition, and will do no damage, or permit waste of the Leased Premises or any of the contents thereof. The Lessee shall be responsible for normal, routine maintenance and repair of the Leased Premises and of the grounds thereon, including but not limited to snow removal, dirt sweeping and removal, dock and fence maintenance and repair, and reasonable care of lawn and landscaping. The Lessee shall additionally maintain its gas tank and related fuel service equipment to the standards of the Minnesota Pollution Control Agency, and shall paint and maintain the tank regularly to avoid rust and corrosion.

If the Leased Premises is damaged and the damage is not covered by the Lessee's insurance, the City, as the underlying property owner, shall submit the damage claim to its liability and property damage carrier, with the Lessee paying or reimbursing the City for the costs to meet the City's insurance deductible and any related insurance costs, including but not limited to higher insurance premium costs as a result of the damage.

6. UTILITIES AND REAL PROPERTY TAXES. The Lessee shall be responsible for paying all utility services required on the Leased Premises including without limitation gas, electricity, water and sewer (if any). The Lessee shall be responsible for directly paying each of the aforementioned utility charges with the necessary utility companies. The Lessee shall also timely pay the annual real property taxes allocable to the Leased Premises, if any taxes are imposed.
7. RIGHT OF ENTRY. The City has the right to enter the Leased Premises at all reasonable hours during the Lease Term, and any renewal thereof, for purposes of inspecting the Leased Premises. The City shall endeavor to give notice in a reasonable manner to the Lessee before it enters the Leased Premises.
8. NO SUBLEASE OF LEASED PREMISES. Under no circumstances may the Lessee sublease the Leased Premises, or assign this Lease to another individual or corporate entity, without the written consent of the City.
9. TERMINATION OF LEASE. Notwithstanding any other term to the contrary contained in this Lease, the City may terminate this Lease upon 60 days' written notice to the Lessee if the City determines in its reasonable discretion that the Leased Premises are necessary for another public use. Upon termination of this Lease, either before or upon expiration of the Lease Term, the Lessee will promptly and peaceably surrender the Leased Premises to the City in substantially the same condition existing on the Effective Date, with ordinary and reasonable use, damage and wear excepted.

If the Lease is terminated by the City prior to full repayment of a loan taken by the Lessee for fuel dispensing infrastructure improvements made before 2020, not to exceed \$36,000 toward such improvements, the City will reimburse Lessee for the difference between the amortized balance of said loan and the value of the equipment as determined by the open market. Loan terms and payment schedule must be made available by the Lessee to the City as soon as practicable after closing on the loan.

10. GAS LEAKS; OTHER PROPERTY DAMAGE. If the gas tank located on the Leased Premises leaks and results in damage to the Leased Premises or surrounding lands, contaminates waters, or is recognized as a hazardous condition by the Minnesota Pollution Control Agency or some other responsible authority, the Lessee shall be financially responsible for all such damages, regardless of whether this Lease is still effective between the Parties. This financial responsibility of the Lessee is also in place for any other events of damage to the Leased Property, at the sole and reasonable discretion of the City.

11. ABANDONMENT. If at any time during the Lease Term, the Lessee abandons the Leased Premises or any part thereof, as determined in the good-faith judgement of the City, the City has the right to recover possession of the Leased Premises and may relet the Leased Premises accordingly. Until the Leased Premises are relet to a replacement lessee, the City has the right to receive and pursue collection of Rent and all other payments due hereunder from the Lessee for the unexpired Lease Term.

12. INSURANCE. The Lessee shall at all times during the Lease Term, have and maintain in full force and effect, insurance policies covering the Leased Premises, the employees and operations of the Lessee as follows:
 - i. A Commercial General Liability Policy having the same policy limits and coverage as the Commercial General Liability Policy currently maintained by the Lessee, and having a minimum \$2,000,000 of coverage on a per occurrence basis. The Lessee shall provide such insurance policy to the City as soon as practicable after the Effective Date, and shall name the City as an additional insured upon such policy.
 - ii. A Pollution Liability Policy having a \$1,000,000 minimum on an annual aggregate basis.
 - iii. A Workers' Compensation Insurance Policy having coverage and policy limits meeting or exceeding the requirements of applicable state and federal law, and \$1,000,000/\$1,000,000 Part B Employer's Liability Insurance.

13. INSURANCE PROVISIONS. Certificates of insurance memorializing the aforementioned insurance requirements shall be delivered to the City to evidence compliance with the terms of this Lease. Coverage limits shall be in the amounts as provided in Section 12, unless the statutory maximum coverage provided for in Minnesota Statutes, Section 466.04, as amended, shall be altered, in which case the Lessee shall procure new insurance

policies in the amount of the new maximum limits set by the statute. All of the insurance policies issued pursuant to this Lease must include a statement that such policies shall not be cancelled until after 30 days' written notice to the City. All such insurance policies must be written by and issued through a reputable company authorized to do business in the State of Minnesota, and shall meet the reasonable satisfaction of the City. The Lessee shall annually provide a written endorsement from Lessee's insurance company verifying the 30-day notice. If the Lessee fails to provide or maintain the insurance during the Lease Term, the City may terminate this Lease upon 30 days' written notice to the Lessee. During this notice period, the Lessee shall be provided with the opportunity to purchase or reinstate the required insurance coverage.

14. WAIVER. By execution of this Lease, the Lessee waives and will make no claim against the City for or on account of any personal liabilities sustained or loss or damage to any property caused by fire, leakage, seepage, bursting, overflow of water or sewage, or any other cause or event occurring on the Leased Premises, unless such event occurs through willful misconduct or gross negligence of the City.
15. INDEMNIFICATION. The Lessee agrees to indemnify, defend and hold the City harmless from and against any and all claims, actions, liability, and damages of every kind and nature, and from and against all costs and expenses, including reasonable attorney fees, arising out of any occurrence on or about the Leased Premises, or occasioned wholly or in part by the use and occupancy of the Leased Premises, or from any breach or default by the Lessee under this Lease, or from any intentional act or omission or negligence of the Lessee, its agents, employees, licensees, or invitees, in or about the Leased Premises. In the event of any action or proceeding brought against the City, by reason of any such claim, upon notice from the City, Lessee covenants to defend such action or proceeding by counsel satisfactory to the City.
16. NON-LIABILITY OF CITY. Except in the event of gross negligence or intentional misconduct of the City, its agents, employees, or contractors, the City and its agents, employees or contractors shall not be liable to the Lessee for any loss or damage to the Leased Premises, nor for any consequential damages arising from interruption of any utilities or services, nor shall the City be liable to the Lessee for personal injury, death, or any damage from any cause about the Leased Premises.
17. DEFAULT.

- i. Should any voluntary or involuntary petition in bankruptcy be filed by or against the Lessee, the City may, by written notice to the Lessee, immediately terminate this Lease and terminate the Lessee's right to possession of the Leased Premises. If the Lessee does not voluntarily quit the Leased Premises upon receipt of the notice of termination, the City may, in its discretion, recover sole possession of the Leased Premises in an eviction (unlawful detainer) proceeding, and recover from the Lessee all attorney fees, costs, and expenses relating to such proceeding. In addition, the City shall be entitled to recover all damages and other claims arising prior to the date of termination, including without limitation, all Rent due through the end of the month of termination, damages, and attorney fees.
 - ii. If the Lessee defaults in the payment of Rent, and such default continues for 20 days after the City's written notice thereof to the Lessee, or the Lessee defaults in the prompt and full performance of any other provision of this Lease and such default continues for 30 days after the City's written notice thereof to the Lessee, or if the Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed for the property of the Lessee, or if the Lessee abandons the Leased Premises, then, and in any such event, the City may by written notice to the Lessee, immediately terminate this Lease and terminate the Lessee's right to possession of the Leased Premises. If the Lessee does not voluntarily quit the Leased Premises upon receipt of notice of termination, the City may, in its discretion, recover sole possession of the Leased Premises in an eviction (unlawful detainer) proceeding, and recover from the Lessee all attorney fees, costs, and expenses relating to such proceeding. In addition, the City shall be entitled to recover all damages and pursue all claims arising prior to the date of termination, including without limitation all Rent due through the end of the month of termination, damages, and attorney fees.
18. SAFETY AND SECURITY. The Lessee is solely responsible for the safety and security of its employees, guests, and invitees while they are on the Leased Premises. The Lessee is also responsible for maintaining security of any and all structures (i.e. gas tank and dock, including any and all improvements to same) located on the Leased Premises.
19. DAMAGE OR DESTRUCTION OF LEASED PREMISES. If the Leased Premises are damaged or destroyed by fire or other casualty, the Lessee shall have the right to terminate this Lease provided it gives written notice thereof to the City within 60 days after such damage or destruction, unless

such fire, damage, or destruction is proved to be the fault of the Lessee, through an intentional act, omission, or negligence.

20. SUCCESSORS. This Lease shall extend, apply to and bind the heirs, executors, administrators, successors, and assigns of the respective Parties upon consent of the City Council, which will not be unreasonably withheld.
21. SEVERABILITY. If any term, condition, or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Lease and all terms, provisions and conditions hereof shall, in all other aspects, continue to be effective and to be complied with to the fullest extent permitted by law.
22. RELATIONSHIP. This Lease does not create the relationship of principal and agent, partnership, joint venture, or any other association between the City and the Lessee.
23. CONSTRUCTION OF LEASE. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
24. ENTIRE AGREEMENT. This Lease shall constitute the entire agreement relating to the lease of the Leased Premises between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.
25. PRIOR LEASE DOCUMENTS SUPERSEDED. This Lease Addendum No. 4 supersedes all prior Lease documents and addenda entered into between the Parties, and shall constitute the sole surviving document governing the relationships between the Parties as they relate to the Leased Premises.

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

Ayes:
Nays:
Passed:

Surveyed For Ralph Blommer - Richard Hiniker/attorney

Date 2/9/80

Scale 1"=50'

Malcolm W. Schumacher
REGISTERED LAND SURVEYOR

NOTE:

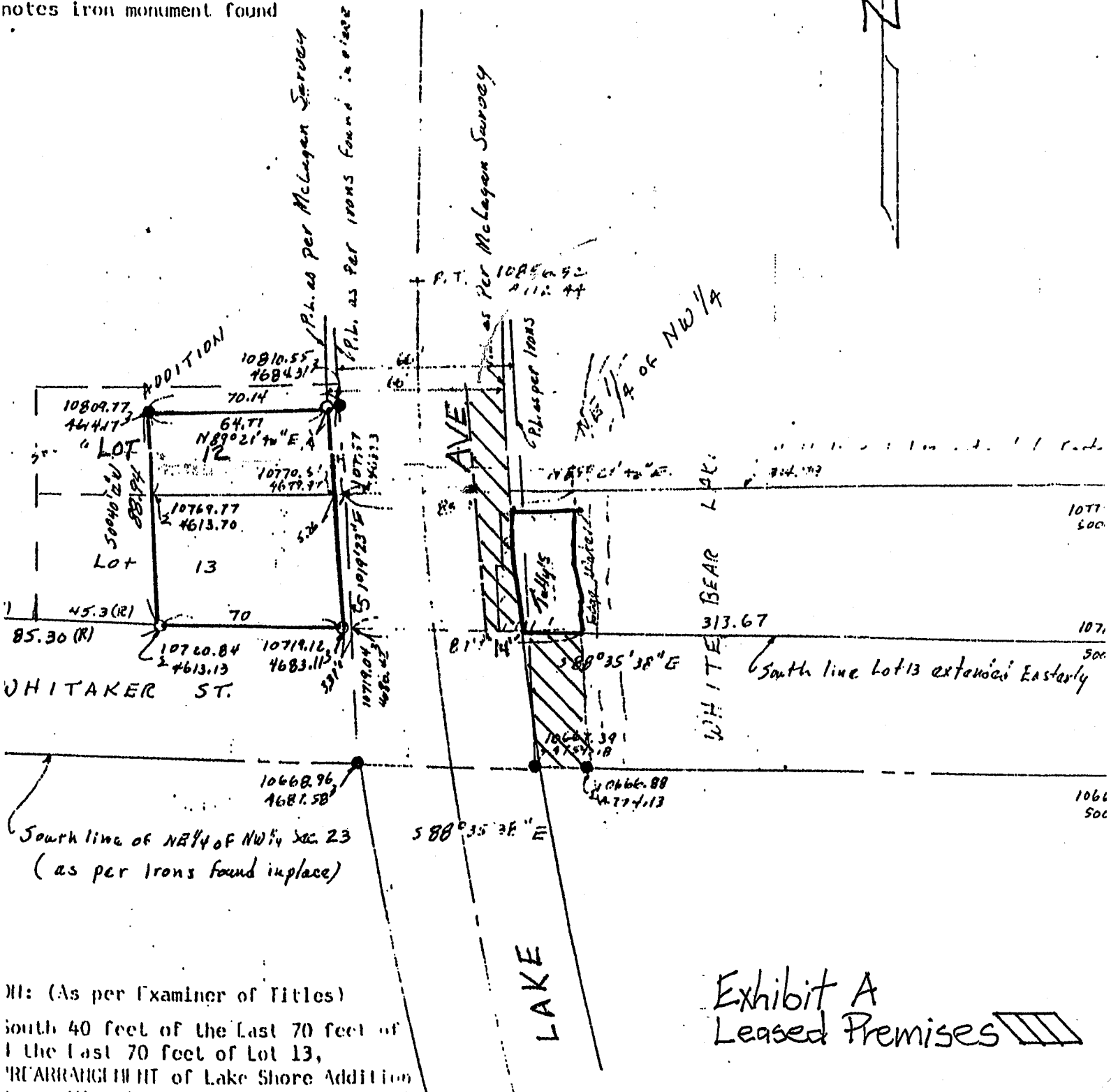
Location of Lake Avenue as per survey done for City of
Chicago by Paul R. McLagan & Son dated 5/20/75 and
1/17/76 and 11/10/76.

Location of South line of NE 1/4 of NW 1/4 of Section 23 as
located in field.

Notes iron monument found

1199
500

cf. Mont at N 1/4

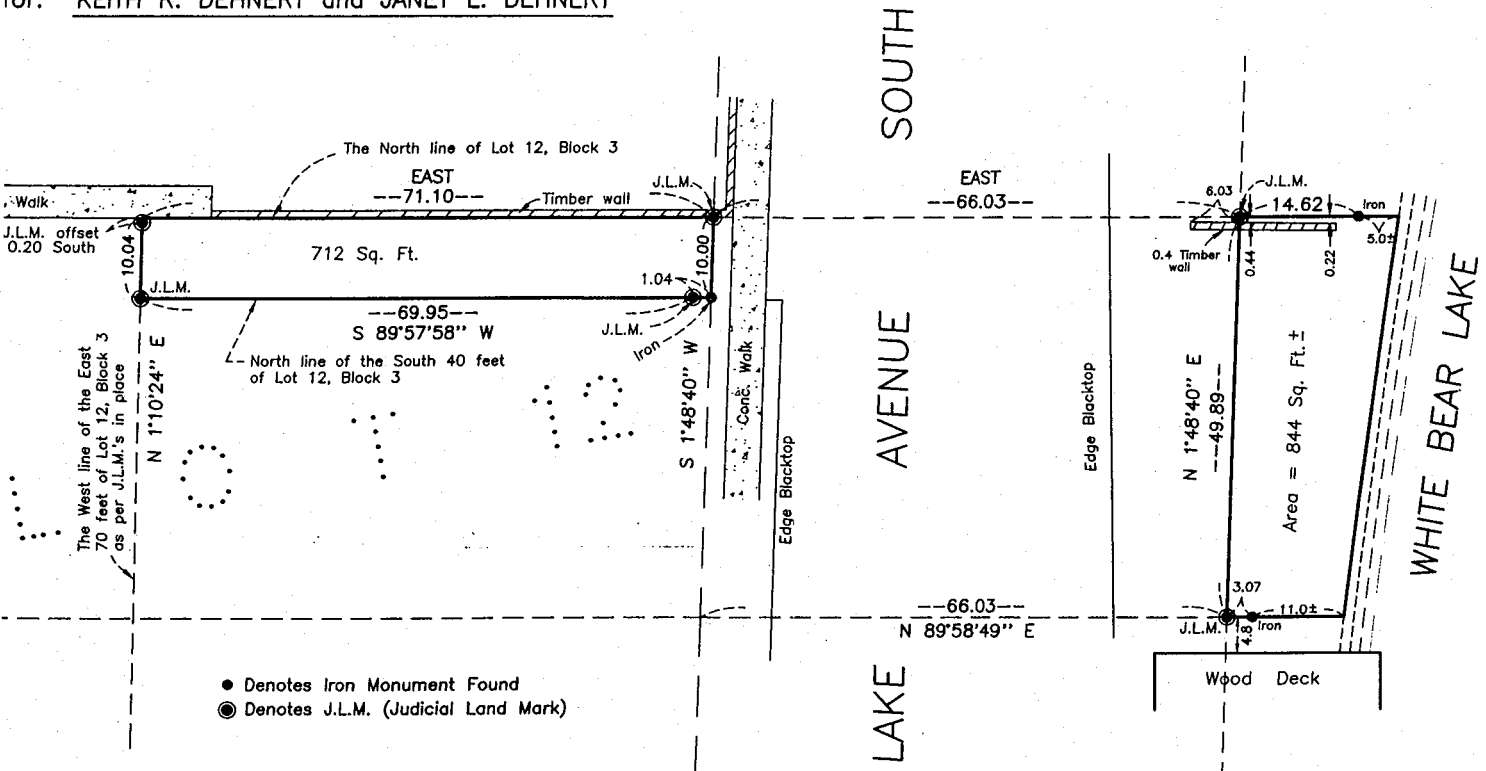


III: (As per Examiner of Titles)

South 40 feet of the last 70 feet of
the last 70 feet of Lot 13,
"REARRANGEMENT of Lake Shore Addition
near 'Hill' and that part of adjacent

Exhibit A
Leased Premises

for: KEITH R. DEHNERT and JANET L. DEHNERT



- Denotes Iron Monument Found
- ⊙ Denotes J.L.M. (Judicial Land Mark)

DESCRIPTION:

The East 70 feet of Lot 12, Block 3 "Rearrangement of Lake Shore Addition to White Bear, Minn.", lying North of the South 40 feet, and the accretion thereto lying between the extensions East of the North and South lines of said Lot 12, including all riparian rights of said Lot 12, to White Bear Lake, subject to Lake Avenue, with the North line of the South 40 feet of the East 70 feet of said Lot 12 marked by Judicial Landmarks set pursuant to Court File No. 12125.

survey was prepared by me or under my direct supervision, and that I am a under the laws of the State of Minnesota. Dated this 26th day of May, 1999.

SON, INC.
188-2084

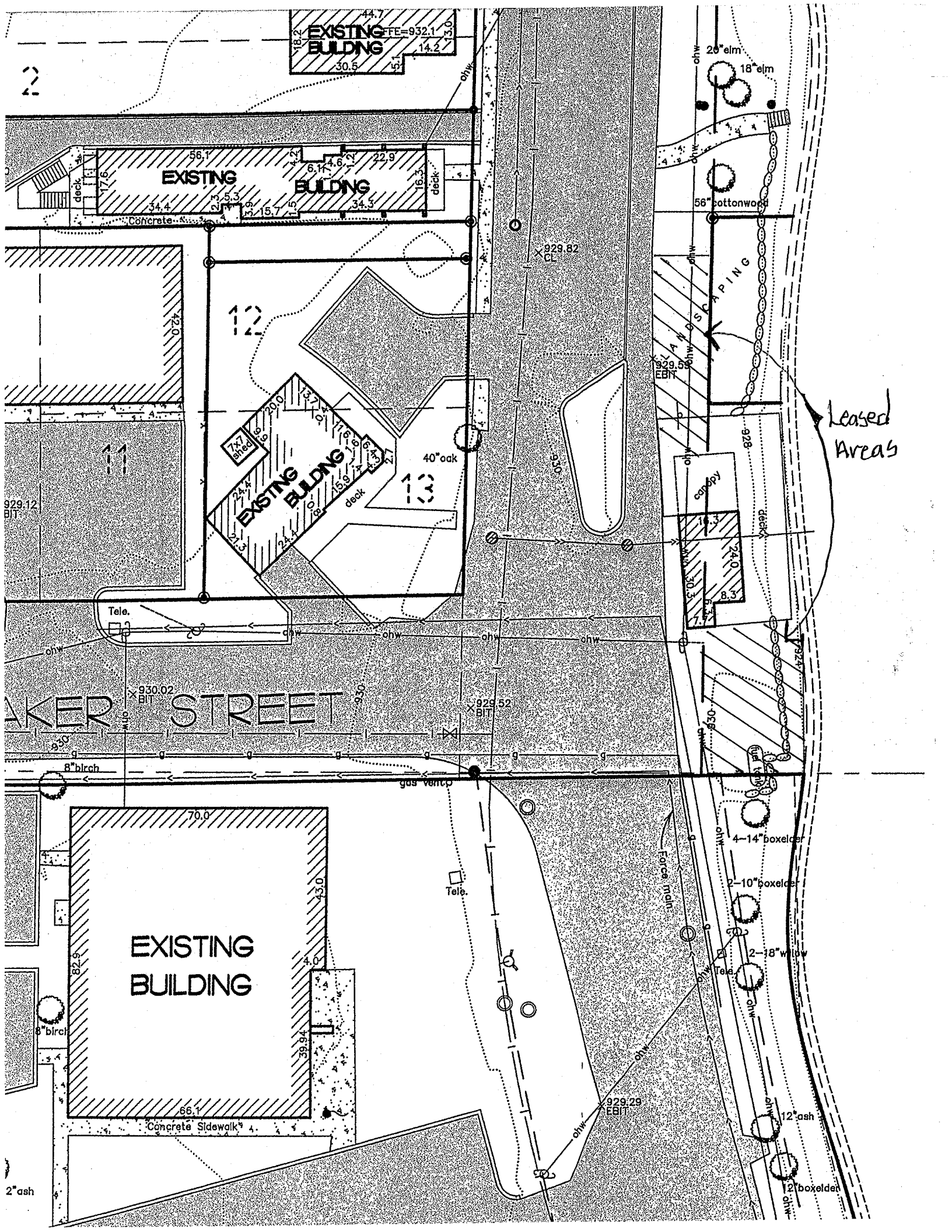
BY *Larry R. Couture*
Larry R. Couture, Land Surveyor
Minnesota License No. 9018

I hereby certify that on the 24th day of June 1999, pursuant to an order of the District Court, Second Judicial District, we placed Judicial Landmarks at all points indicated on the annexed plat; each Landmark consists of a cast iron monument 20 inches in length having a round top 4 inches in diameter with raised letters cast thereon reading, JUDICIAL LAND MARK, and having a round base 6 inches in diameter.

CARLSON & CARLSON, INC.
LAND SURVEYORS
Tele. No. (612) 888-2084

BY *Larry R. Couture*
Larry R. Couture, Land Surveyor
Minnesota License No. 9018





EXISTING BUILDING
FFE=932.1
18.3 14.7
30.5 4.1

EXISTING BUILDING
56.1 17.6 14.2 22.9 16.3
34.4 6.7 4.6 34.5
deck

EXISTING BUILDING
40° oak
deck
7x7 ohw
20.0 13.7 11.6 13.9 13.4 13.4 13.4 13.4 13.4 13.4

20° elm
18° elm
58° sottonwood
SAPPING

Leased Areas

MAKER STREET

EXISTING BUILDING

70.9 43.0 4.0 39.94
66.1
Concrete Sidewalk

4-14" boxelder
2-10" boxelder
2-18" willow
12" ash
12" boxelder

2° ash

929-12 BIT

930.02 BIT

929.52 BIT

929.29 EB/IT

929.82 CL

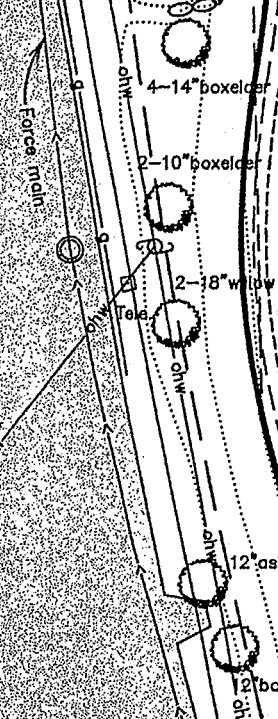
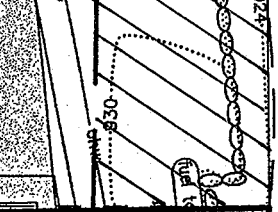
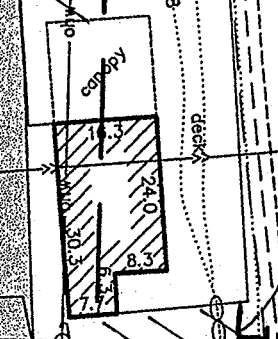
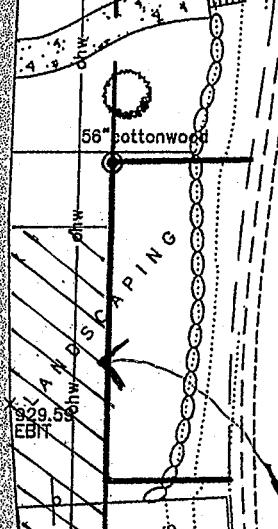
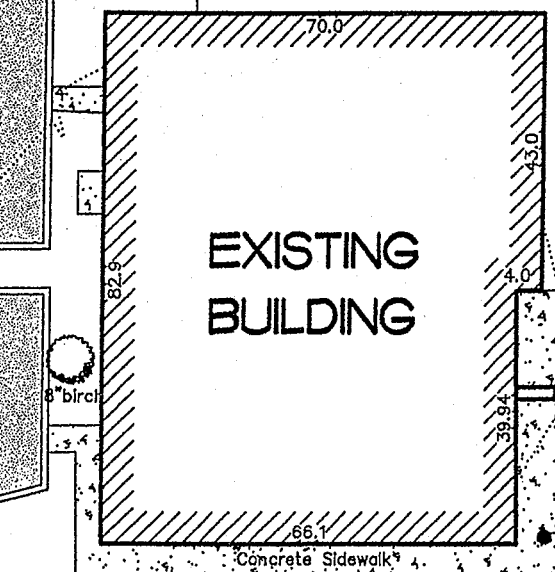
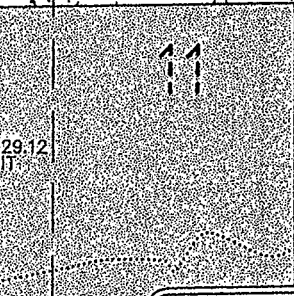
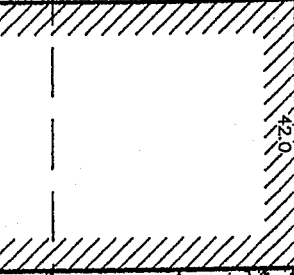
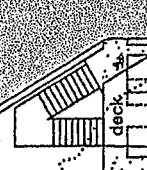
Tele.

Tele.

Tele.

gas vent

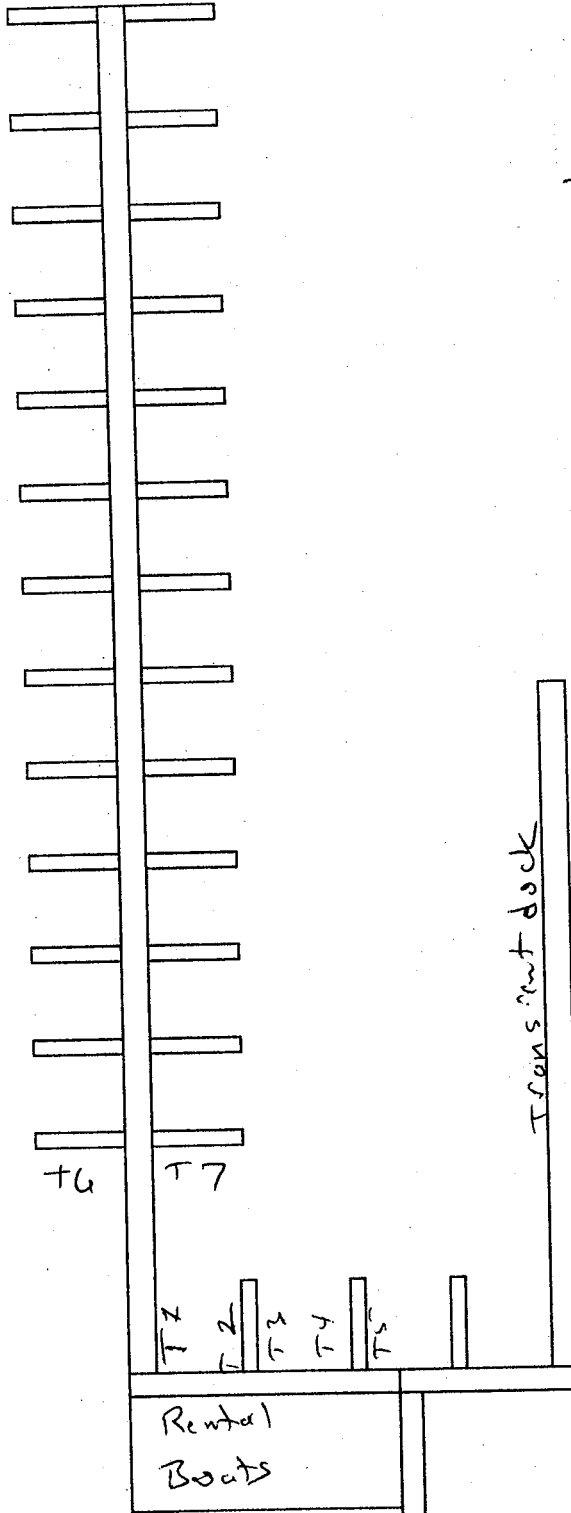
Force main



City of White Bear Lake Docks

- Agua Docks

Tally's N Property line



Whitaker Street and S. Property line

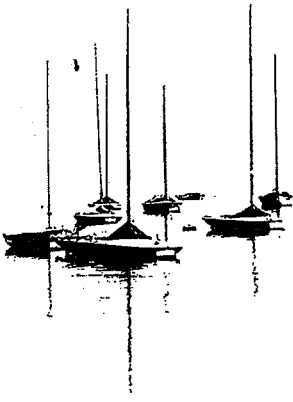
Tally's South Property line
Whitaker Street and S. Property line

Scale: 1/4" = 10'

Date: October 2018

Site: Tally's Dockside

Title: Dock Layout with Fuel Dock



City of White Bear Lake

4701 Highway 61 • White Bear Lake, Minnesota 55110
TDD (651) 429-8511 • Fax (651) 429-8500
Phone (651) 429-8526

December 29, 2005

Mr. Keith Dehnert
3396 Glen Oaks Avenue
White Bear Lake, MN 55110

Re: Tally's Lease Addendum No. 2 Agreement

Mr. Dehnert,

Enclosed is a fully executed original of the Tally's Lease Addendum No. 2 Agreement for joint use of city right-of-way property between you and the City of White Bear Lake.

Please call me at 651-429-8562 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jim Robinson". The signature is written in black ink and is positioned above the printed name and title.

Jim Robinson
Community Development Director
City of White Bear Lake

JR/av
Enc.

Mailed 12/30/05

Lease Addendum No. 2
AGREEMENT FOR JOINT USE OF CITY RIGHT-OF-WAY PROPERTY
BETWEEN THE CITY OF WHITE BEAR LAKE
AND KEITH DEHNERT ET. AL.

This Lease Agreement Addendum is made effective as of the 1st day of October, 2005, by and between the City of White Bear Lake, a Minnesota municipal corporation (the "Landlord"), and Keith Dehnert and Jan Dehnert, husband and wife, and Dockside Water Ski Company, a corporation, d.b.a. Tally's Dockside (collectively the "Tenant").

RECITALS

- A. The Landlord and Tenant have previously entered into a Lease Agreement, dated March 15, 1999 (the "Original Lease").
- B. The Landlord and Tenant amended the Original Lease in its entirety effective August 1, 2000, by entering into Lease Addendum No. 1 to the Original Lease ("Lease Addendum No. 1") under which the Tenant is leasing real property located in White Bear Lake, Minnesota, legally described as follows:

That part of the Whitaker Avenue right of way located east of Lake Avenue and above the water line of White Bear Lake (hereinafter "the Whitaker Street End") along with the east 14 feet of that portion of the Lake Avenue right-of-way lying east of the City's bikeway/walkway and abutting Lots 12 and 13, Block 3, Rearrangement of Lake Shore Addition, White Bear Lake (hereinafter "the Lake Avenue Boulevard").

C. The Landlord and Tenant desire to enter into this Lease Addendum No. 2, which is intended to amend in its entirety Lease Addendum No. 1, as of October 1, 2005.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of the mutual covenants, agreements, conditions and stipulations contained herein, the Landlord hereby leases to the Tenant and Tenant leases from the Landlord the Leased Premises (as defined below) for a lease term of one (1) year commencing on October 1, 2005, and ending on September 30, 2006, subject to the following terms and conditions:

1. RECITALS. The Recitals set forth above are acknowledged by each of the parties to be true and correct, are being relied upon by the parties in entering into this Agreement, and are incorporated into the body of this Agreement by reference.

2. RENT. Tenant agrees to pay, without set off, deduction or demand, to Landlord as base rent for all of the Leased Premises the sum of Three Hundred Seventy-Five Dollars (\$375.00) per month. Such base rent shall be payable on the first day of each month throughout the lease term. Payments for base rent for partial months shall be pro-rated. Tenant shall deliver the monthly base rent to Landlord at:

City of White Bear Lake
Finance Department
4701 Highway 61
White Bear Lake, MN 55110

In the event that this lease shall automatically renew or be extended beyond September 30, 2006, the monthly base rent amount payable by the Tenant shall increase on October 1, 2006, and on the 1st day of each October thereafter, by 4% of the amount of base rent payable each month during the preceding twelve month period.

3. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Leased Premises, subject to any and all prior encumbrances against the property including without limitation any easements within the Leased Premises.

4. USE OF PREMISES. The Leased Premises shall be used and occupied by the Tenant only as follows:

- a. The Whitaker Street End shall be used exclusively for parking of passenger cars and the use and storage of marina related equipment.
- b. The Lake Avenue Boulevard shall be used exclusively for landscaping and the use of the patio and seating areas.



The Tenant shall not use the Leased Premises for any other use or activity.

The Leased Premises shall not be used at any time during the term of this Lease by the Tenant for any unlawful purposes.

5. ALTERATIONS AND IMPROVEMENTS. The Tenant shall not make any improvements, changes or alterations to the Leased Premises without the Landlord's prior written consent. Any alterations, changes, and improvements built, constructed, or placed on any of the Leased Premises by the Tenant, with the exception of fixtures removable without damages to the Leased Premises and moveable personal property shall, unless otherwise provided by written agreement between the Landlord and the Tenant, be the property of the Landlord. .

If future improvements are allowed, all such improvement plans and specifications shall be prepared by the Tenant's registered professional architect or engineer, shall require Landlord's written authorization prior to commencing, and shall meet or exceed all City right-of-way construction standards as specified by the City Engineer. Any improvements shall also include restoration of the entire landscaped boulevard and any street curblines damaged during construction or currently not meeting City standards adjacent to the parcel described above. Prior to making such improvements, the City may require the Tenant to post a letter of credit or performance bond in the amount of 125 percent of the construction cost to

guarantee completion of the improved work on the land to be leased. Such improvements shall be inspected during construction and approved by the City Engineer prior to occupancy or use of the site.

6. MAINTENANCE AND REPAIR. Landlord leases to the Tenant the Leased Premises in an "as is" condition. Tenant will, at Tenant's sole expense, eliminate any violation of applicable health and safety laws which exist on the Leased Premises. Tenant will at all times keep all of the Leased Premises in clean and orderly condition, and will do no damage, or permit waste of any of the Leased Premises or any of the contents thereof. Tenant shall be responsible for normal, routine pavement maintenance and repair of the Leased Premises and of the grounds, including, but not limited to snow removal and reasonable care of pavement, curbing, lawn and landscaping, if any. Tenant shall perform and be liable for snow removal and surface dirt sweeping.

7. UTILITIES AND REAL PROPERTY TAXES. Tenant shall be responsible for paying all utility service costs required on all of the Leased Premises including without limitation, gas, electricity, water, sewer and telephone, if any. In addition to the base rent specified in paragraph 2 herein, Tenant shall pay to the Landlord, as additional rent, the annual real property taxes for the real properties on which the Leased Premises are located, if any.

8. RIGHT OF SHARED USE AND ENTRY. The Landlord shall have the right to the shared and joint use of the Leased Premises during the term of this lease for all uses (including use by the general public) which the Landlord deems reasonable, so long as such use is not inconsistent with and does not unreasonably interfere with the Tenant's use of the Leased Premises. Landlord shall have the right to enter the Leased Premises at all reasonable hours during the term of this Lease, and any renewal thereof, for purposes of inspecting the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Tenant may not assign this lease or sublease the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

10. AUTOMATIC RENEWAL PERIOD. Unless either the Landlord or the Tenant notifies the other of the termination of the Lease in writing at least 60 days prior to the last day of the lease term, this lease shall automatically renew itself for another year term subject to all of the terms and conditions of this Lease.

11. TERMINATION. Notwithstanding any other provision to the contrary contained herein, the Landlord may terminate this Lease at any time by giving the Tenant written notice of such termination at least sixty (60) days prior to the date of such termination, if the Landlord in its sole discretion determines the Leased Premises are necessary for another public purpose.

12. SURRENDER OF PREMISES. Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Leased Premises in at least as good a state and condition as they were at the commencement of this Lease. In addition, if directed by the Landlord, the Tenant shall remove at Tenant's cost, all of the Tenant's trade fixtures, personal property and improvements which were constructed on the Leased Premises by the Tenant, on or before the expiration or termination of the Lease.

13. ABANDONMENT. If, at any time during the term of this Lease, Tenant abandons the Leased Premises or any part thereof, Landlord shall have the right to recover possession of the Leased Premises and the right to relet the Leased Premises, and the right to receive rent and all other payments due hereunder from the Tenant for the unexpired lease term until such time as the Leased Premises can be re-rented.

14. INSURANCE.

- A. Tenant shall, at all times during the Lease Term, have and maintain in full force and effect, insurance policies covering the Leased Premises, employees and operations of Tenant as follows:

1. A Commercial General Liability Policy having at least the same coverage as the Commercial General Liability Policy currently maintained by Tenant, and having at least the following coverage limits:

<u>Coverage</u>	<u>Policy Limits</u>
Per Claimant	\$1,000,000.00
Per Occurrence	\$1,000,000.00

Tenant shall immediately name Landlord as an additional insured on this Policy.

2. A Workers' Compensation Insurance Policy having coverage and policy limits meeting or exceeding the requirement of applicable state and federal law.

- B. Certificates of insurance shall be delivered to Landlord evidencing compliance with the terms of this Lease. All of the above insurance policies shall include a statement that such policies shall not be cancelled until after sixty (60) days written notice to the Landlord. All the above insurance policies shall be written through a reputable company authorized to do business in the State of Minnesota, and shall meet the reasonable satisfaction of the Landlord.

C. If Tenant fails to provide or maintain the insurance during the Lease Term as required by this Paragraph, Landlord may terminate this Lease upon ten (10) business days' notice to the Tenant. During the notice period, Tenant shall be provided with the opportunity to purchase or reinstate the required insurance coverage.

15. WAIVER. Tenant agrees to waive and make no claim against the Landlord for or on account of any personal liabilities sustained or loss or damage to any property caused by fire, leakage, seepage, bursting, overflow of water or sewage, or any other cause or event occurring on the Leased Premises.

16. INDEMNIFICATION. The Tenant shall hold harmless and indemnify the Landlord from any claim, action or loss arising out of or related to the Tenant's possession or use of the Leased Premises.

17. BREACH OF LEASE. If Tenant breaches this lease, Landlord may do any of the following:

A. Demand in writing that Tenant immediately give up possession of the Leased Premises. If Tenant does not give up possession, Landlord may bring an unlawful detainer action.

B. Demand in writing that Tenant give up possession of the Leased Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an unlawful detainer action. Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.

C. Bring an unlawful detainer action immediately.

In the event that the Tenant surrenders possession of, or is evicted from, the Leased Premises, the Tenants obligation to pay rent shall continue for the full term of the Lease. The Landlord shall make good faith efforts to mitigate damages.

18. NOTICES. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is:
i) delivered personally upon the City Manager, if such delivery is upon the Landlord, or delivered personally upon Keith Dehnert, if such delivery is upon the Tenant, or ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Landlord:

City of White Bear Lake
White Bear Lake City Hall
4701 Highway 61
White Bear Lake, MN 55110
Attn: City Manager

If to Tenant:

Keith Dehnert
4440 Lake Avenue
White Bear Lake, MN 55110

Notices shall be deemed to have been given, delivered or received (as those terms are used in this Agreement) on the date of receipt if delivered personally, or on the day of deposit in the U.S. Mail, if mailed. Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner above specified, 10 days prior to the effective date of such change.

19. LEASED PREMISES. The “Leased Premises” as that term is used in this instrument shall refer to that part of the Whitaker Avenue right-of-way and the Lake Avenue right-of-way located within the areas shaded in yellow in Exhibit A attached hereto. This Lease Addendum No. 2 shall not apply to any real property not contained within the Whitaker Avenue and Lake Avenue right-of-way areas.

20. EFFECTIVE DATES. The provisions of Lease Addendum No. 1 shall

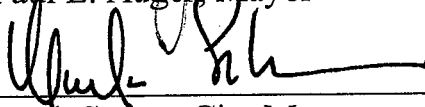
continue until October 1, 2005, whereupon the provisions of this Lease Addendum No. 2 shall become binding upon the parties, shall replace Lease Addendum No. 1 in its entirety, and shall thereafter apply to the Tenant's occupancy of the Leased Premises. The provisions of this Lease Addendum No. 2 shall prevail and supercede any conflicting provisions in Lease Addendum No. 1.

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

THE CITY OF WHITE BEAR LAKE

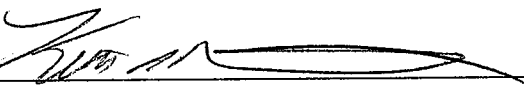
By  _____

Paul L. Auger, Mayor

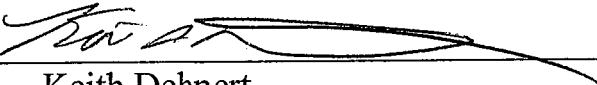
By  _____

Mark Sather, City Manager

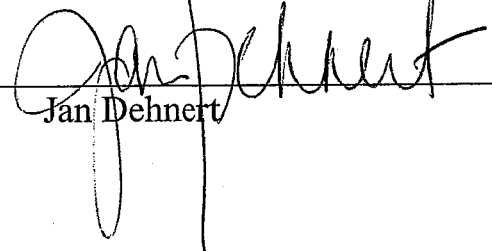
DOCKSIDE WATER SKI COMPANY,
D.B.A. TALLY'S DOCKSIDE

By  _____

Its President

 _____

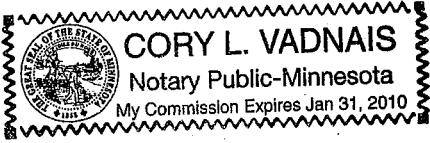
Keith Dehnert

 _____

Jan Dehnert

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

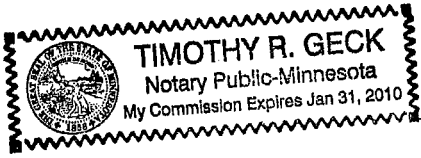
The foregoing instrument was acknowledged before me this 14th day of DECEMBER 2005, by Paul L. Auger, as Mayor, and Mark Sather, as City Manager, of the City of White Bear Lake, a Minnesota municipal corporation, on behalf of the municipal corporation.



Cory Vadnais
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

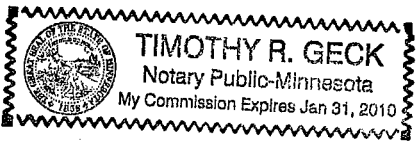
The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 2005 by Keith Dehnert as President of Dockside Water Ski Company, a Minnesota corporation, d.b.a. Tally's Dockside, on behalf of said corporation.



[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 2005 by Keith Dehnert and Jan Dehnert, husband and wife.



[Signature]
Notary Public

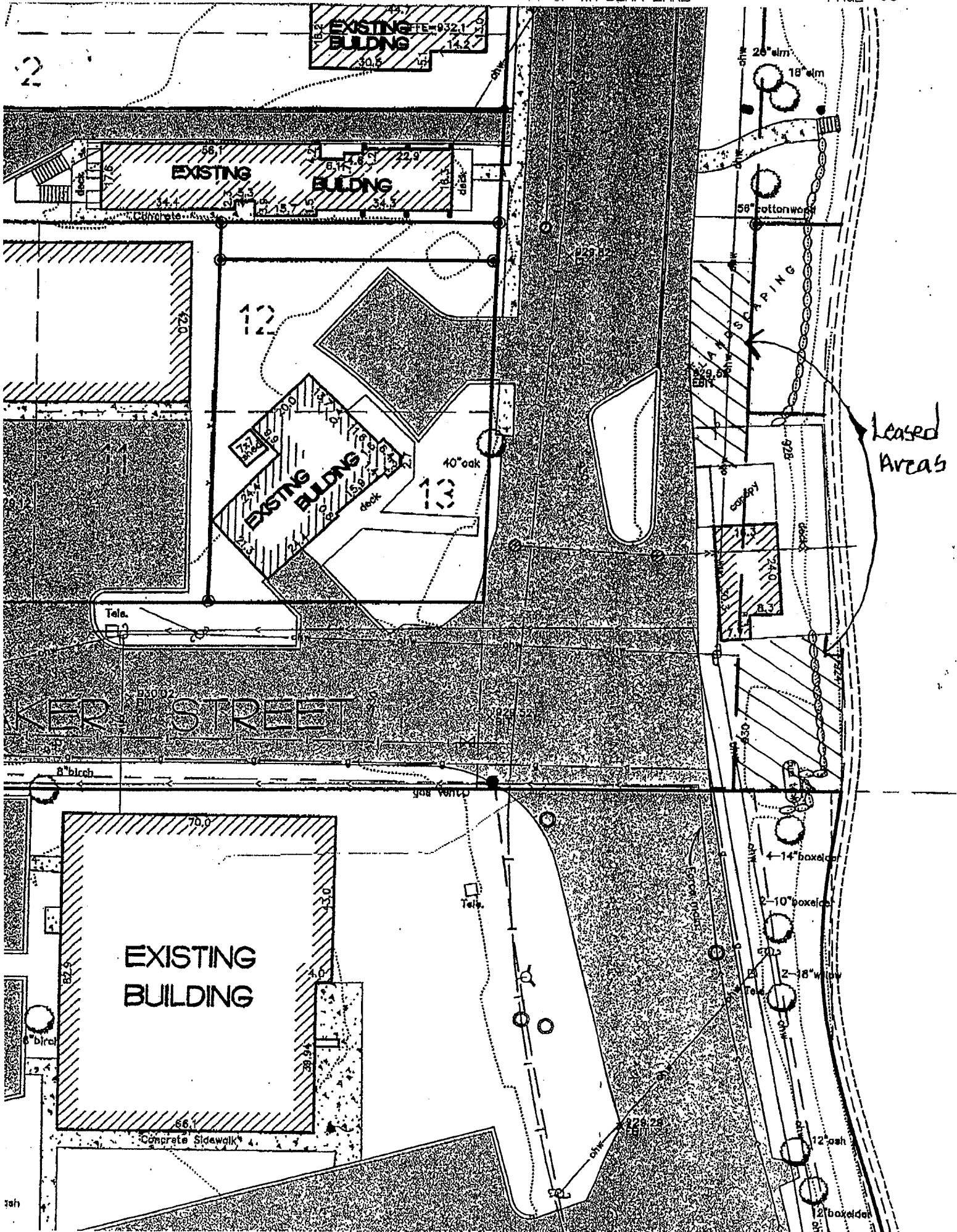


Exhibit A

LAW OFFICES OF
JENSEN, BELL, CONVERSE & ERICKSON, P.A.

Roger A. Jensen
James C. Erickson, Sr. *‡
Caroline Bell Beckman
Charles R. Bartholdi
Mitchell W. Converse
Carol A. Baldwin
Kari L. Quinn*
Mark F. Gaughan
James C. Erickson, Jr.
Robert C. Bell †
Willard L. Converse †

1500 Wells Fargo Place
30 East Seventh Street
St. Paul, MN 55101

Telephone (651) 223-4999
Facsimile (651) 223-4987

* Also Admitted in Wisconsin
† Of Counsel
‡ Certified Civil Trial Specialist

TO: Jim Robinson
FROM: Charles R. Bartholdi
RE: Tally's Lease
Our File No.: 2128.1
DATE: December 18, 2006

Enclosed please find a copy of the proposed Amendment to the Tally's Lease.

I have changed the base rent in Provision 2 of the Lease to \$100.00 a month, rather than \$350.00 which it currently is, effective January 1, 2007. I have also deleted, effective January 1, 2007, the provision which states that the base rent will be increased by 4% each year.

Please review the Amendment to Lease as drafted. If satisfactory, you should make up four copies of the Amendment. All four copies should be signed and notarized. You should then keep one of the copies of the signed Lease for yourself, give two copies to the Tenants and send one original copy to me for retention in our files.

If you have any questions or comments, please do not hesitate to contact me.

CRB/bmv
Enclosure



AMENDMENT TO LEASE

THIS AMENDMENT is made this 12th day of December, 2006, by and between the City of White Bear Lake, a Minnesota municipal corporation (the "Landlord"), and Keith Dehnert and Jan Dehnert, husband and wife, and Dockside Water Ski Company, a corporation, d.b.a. Tally's Dockside (collectively the "Tenant").

RECITALS

WHEREAS, The Landlord and Tenant have previously entered into Lease Addendum No. 2 Agreement for Joint Use of City Right-of-Way Property Between the City of White Bear Lake and Keith Dehnert et al, dated October 1, 2005 (the "Lease Addendum Agreement"); and

WHEREAS, Provision 2 of the Addendum Lease Agreement currently provides for the payment of base rent in the amount of \$375.00 and for an increase of 4% of the amount of the base rent on an annual basis; and

WHEREAS, The parties desire to amend Provision 2 of the Lease Addendum Agreement in the manner set forth in this Amendment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That on and after January 1, 2007, the monthly base rent payable by the Tenant pursuant to Provision 2 of the Lease Addendum Agreement shall be One Hundred and no/100 Dollars (\$100.00) per month.

2. That on and after January 1, 2007, the last sentence of Provision 2 of the Lease Addendum Agreement which reads as follows:

"In the event that this lease shall automatically renew or be extended beyond September 30, 2006, the monthly base rent amount payable by the Tenant shall increase on October 1, 2006, and on the 1st day of each October thereafter, by 4% of the amount of base rent payable each month during the preceding twelve month period"


shall no longer apply.

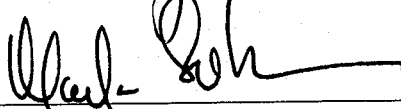
3. Except as specifically modified hereby, the Lease Addendum Agreement shall continue in full force and effect and is hereby ratified as amended by this Amendment.




IN WITNESS WHEREOF, the parties have caused this Amendment to Lease to be executed as of the day and year set forth above.

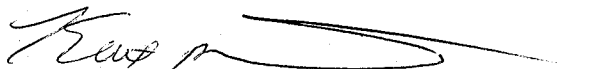
THE CITY OF WHITE BEAR LAKE

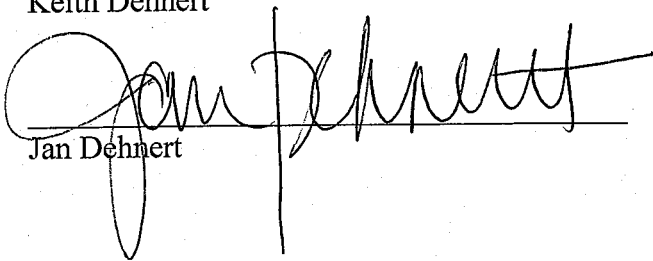
By 
Paul L. Auger, Mayor

By 
Mark Sather, City Manager

DOCKSIDE WATER SKI COMPANY,
D.B.A. TALLY'S DOCKSIDE

By 
Its President


Keith Dehnert

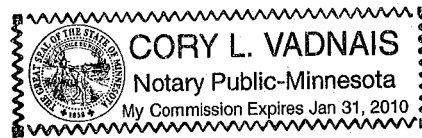

Jan Dehnert



STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 21st day of DECEMBER, 2006, by Paul L. Auger, as Mayor, and Mark Sather, as City Manager, of the City of White Bear Lake, a Minnesota municipal corporation, on behalf of the municipal corporation.

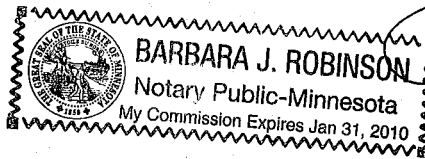
Cory Vadnais
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 27th day of December, 2006, by Keith Dehnert as President of Dockside Water Ski Company, a Minnesota corporation, d.b.a. Tally's Dockside, on behalf of said corporation.

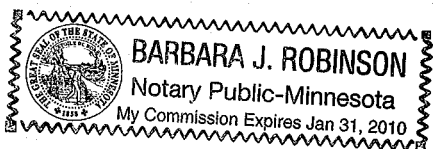
Barbara J. Robinson
Notary Public

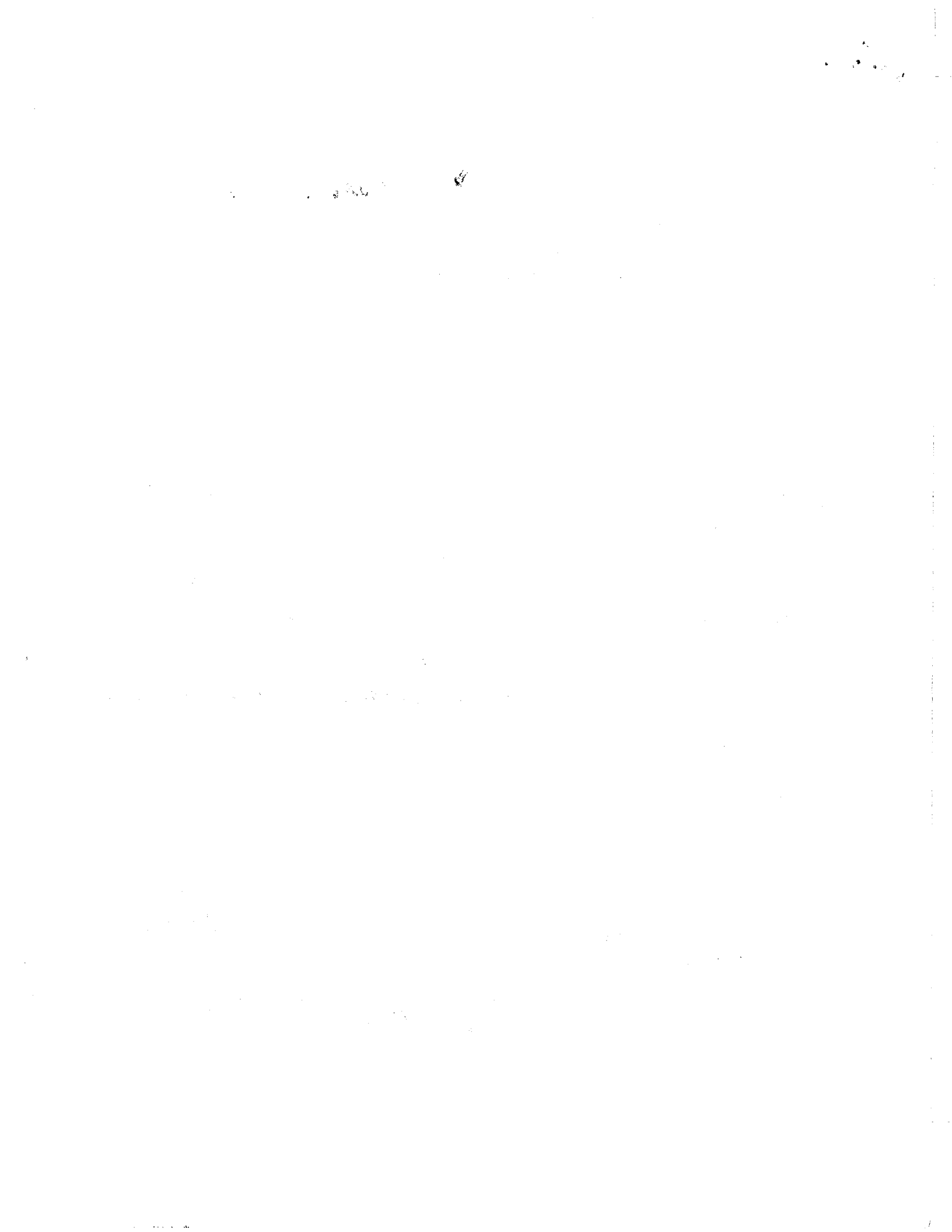


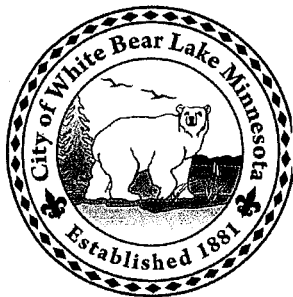
STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 27th day of December, 2006, by Keith Dehnert and Jan Dehnert, husband and wife.

Barbara J. Robinson
Notary Public







City of White Bear Lake
COMMUNITY DEVELOPMENT
DEPARTMENT

MEMORANDUM

TO: Ellen Richter

FROM: Samantha Crosby, Associate Planner

THRU: Anne Kane, Community Development Director

DATE: March 23, 2017

SUBJECT: City Leased Right-of-way

You have asked for a synopsis for the City's use agreements as they pertain to city right-of-way and commercial properties. Please note that this summary does not include residential properties leased to firefighters, spaces leased to community organizations, such as the Historical Society or Conservation District, or the spaces which accommodate the entire operations of a business, such as at the Bellaire Center. Based on a search of our records and files the following is believed to be accurate:

Key's Café Dumpster:

2208 4th Street - Since August 1, 2004

Lease (real property, not right-of-way): 230 square feet of the municipal parking lot located at 3rd Street between Banning and Cook Avenues, for \$100/month with annual increase of 3%.

4th Street Ventures:

2137 4th Street - Since August 29, 1995

Lease (real property, not right-of-way): Approximately 87,000 square feet for parking for up to 192 vehicles for \$1.00 per year - arrangement was part of a redevelopment agreement.

Don Julio's ROW:

4660 Highway 61 - Since March 15, 1998

Lease: 15 foot by 170 foot (3,600 square feet) for parking for \$1.00 per year - premises shall be available to the public.

Knights of Columbus:

3881 Highland Avenue - Since June 1, 2007

Lease (real property, not right-of-way): 80 foot by 120 foot (9,600 square feet) for parking up to 20 vehicles, for \$1.00 per year - parking shall also be available to the public.



Tally's ROW:

4440 Lake Avenue – Since March 15, 1999

Lease for Joint Use of ROW: two areas A) the Whitaker Avenue street end for two parking stalls and the gasoline tank and B) a 14-foot wide strip of the Lake Avenue South ROW for landscaping, patio and seating. For \$100 per month.

Kowalski's Market ROW:

4391 Lake Avenue South - Since May 22, 1997

Lease for Joint Use of ROW: a 5 foot by 22 foot (110 square foot) area for a free-standing sign for \$1.00 per year.

Lakeside Shops ROW:

1971 Whitaker Street - Since January 12, 1988

Lease for Joint Use of ROW: (approximately 3,300 square foot area) for parking, for \$1.00 per year.

White Bear Shopping Center ROW:

4391 Lake Avenue South - Since October 13, 1998

Joint Use of Easement: a 7 foot by 20 foot (140 square foot) area for a freestanding sign, curbing and landscaping, for \$1.00 per year.

Taco John's ROW:

4430 Lake Avenue South - Since January 7, 1999

Joint Use of Easement: a 12 foot by 4 foot (48 square foot) area for a freestanding sign for \$1.00 per year.

It is worth noting that the following undocumented arrangements also exist:

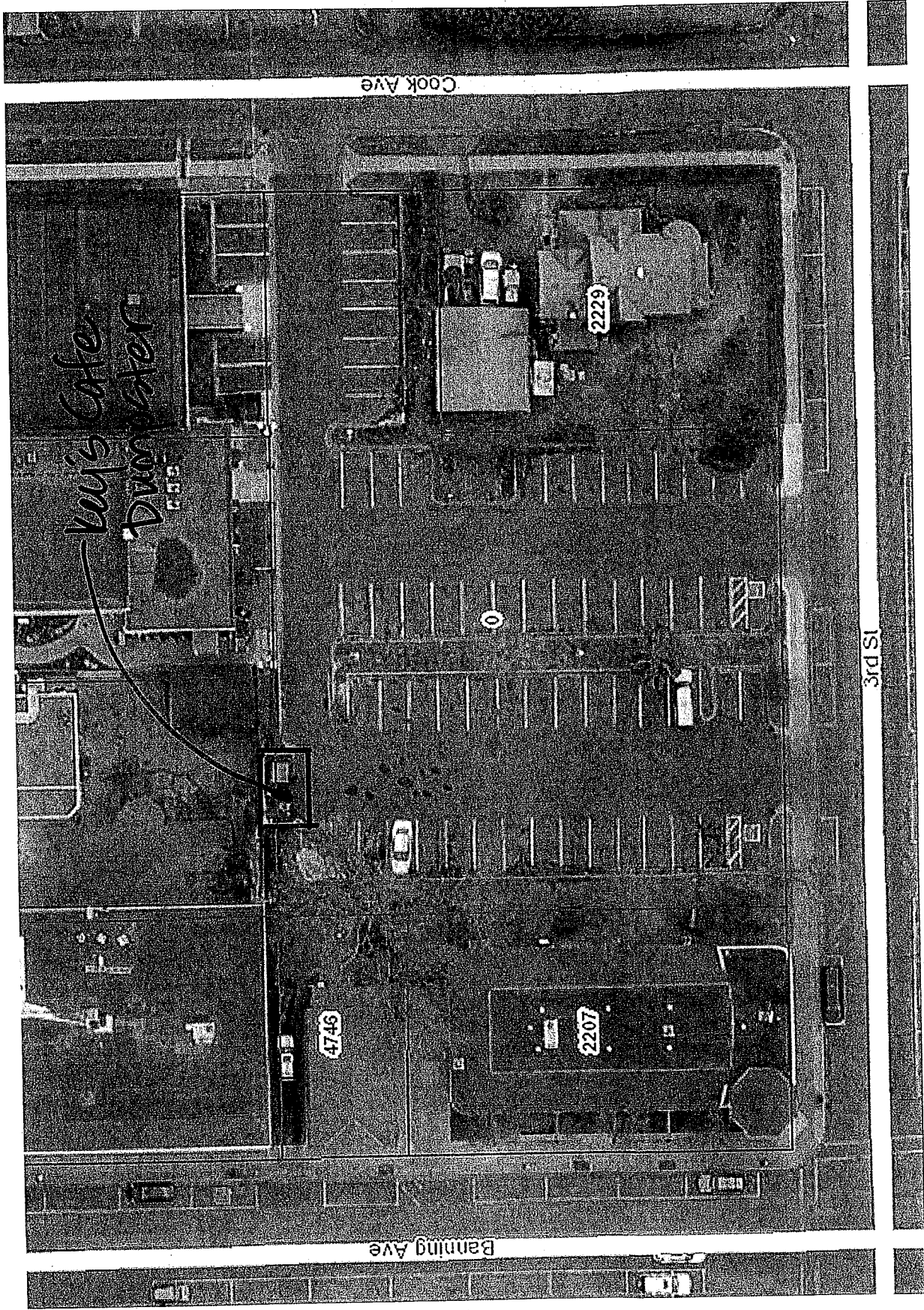
- Olives' Pizza sidewalk seating
- Ozzie's Ice Cream sidewalk seating
- Cobblestone Café sidewalk seating
- Washington Square Block Dumpster: Real property, not right-of-way

Summary

As you can see, the majority of right-of-way arrangements are located in the Marina Triangle area. Also, the majority of them are for \$1.00 per year.

Attachments:

1. Key's Café Graphic
2. Knights of Columbus Graphic
3. 4th Street Ventures Graphic
4. Marina Triangle Map
5. Don Julio Graphic



Cook Ave

Buy's Cafe
Diner

2229

4749

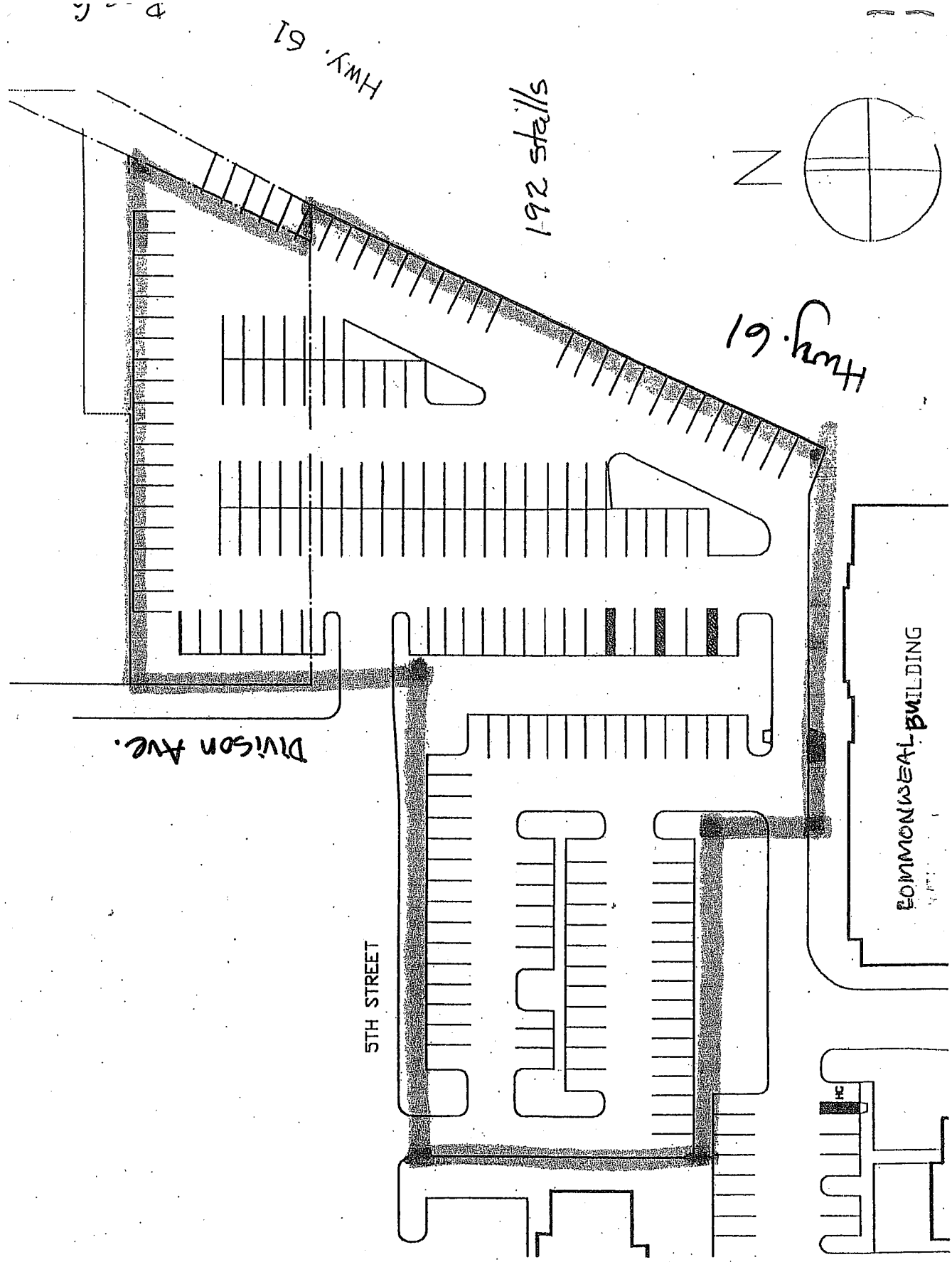
2207

3rd St

Banning Ave

4th Street Ventures

EXHIBIT 2



BASEMAP OF JOHNSON BOATWORKS REDEVELOPMENT

for
The City of White Bear Lake

GENERAL DESCRIPTION

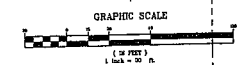
Part of Lots 16, 17 and 18, Block 1, PRICES
ADDITION TO WHITE BEAR
Part of Block 2 and 3 and vacated Merrimack
Street all in REARRANGEMENT OF LAKE SHORE
ADDITION:
Tracts A, B, C, D, F and G, R.L.S. No. 342:
Lots 1 thru 13, Block 1, COTTAGE PARK
All in Ramsey County, Minnesota.

Note: This Topographic Map and Asbuilt Survey
is to be used for base map and planning
purposes only. No title work provided and
boundary could change if title work is
received. Asbuilts taken from City of White
Bear Lake plans and visible improvements
located in the field by E. C. Rud & Sons.



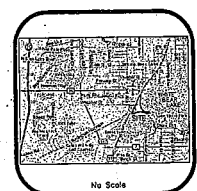
I hereby certify that this survey, plan
or report was prepared by me or under
my direct supervision and that I am
a duly Registered Land Surveyor under
the laws of the State of Minnesota.

E. C. Rud
Date: 6-7-2004 License No. 11578



- LEGEND:**
- o Denotes Iron Monument Set Marked R.L.S. No. 25341
 - Denotes Iron Monument Found or Set
 - Denotes Catch Basin
 - Denotes Telephone Box
 - Denotes Gas Service
 - Denotes Storm Sewer Apron
 - Denotes Hydrant
 - Denotes Manhole
 - Denotes Power Pole
 - Denotes Light
 - Denotes Fence
 - Denotes Electrical Line
 - Denotes Gas Line
 - Denotes Sanitary Line
 - Denotes Water Line
 - Denotes Storm Line
 - Denotes Underground Telephone
 - Denotes Overhead Wire

E. C. RUD & SONS, INC.
Land Surveyors
3180 LEXINGTON AVENUE NE.
CIRCLE PINES, MN. 55014-3625
Tel. 763-786-8596 Fax 763-786-6007



VICINITY MAP
Section 14, Twp. 30, Rge. 22

*Lakeside Shops
Parking*

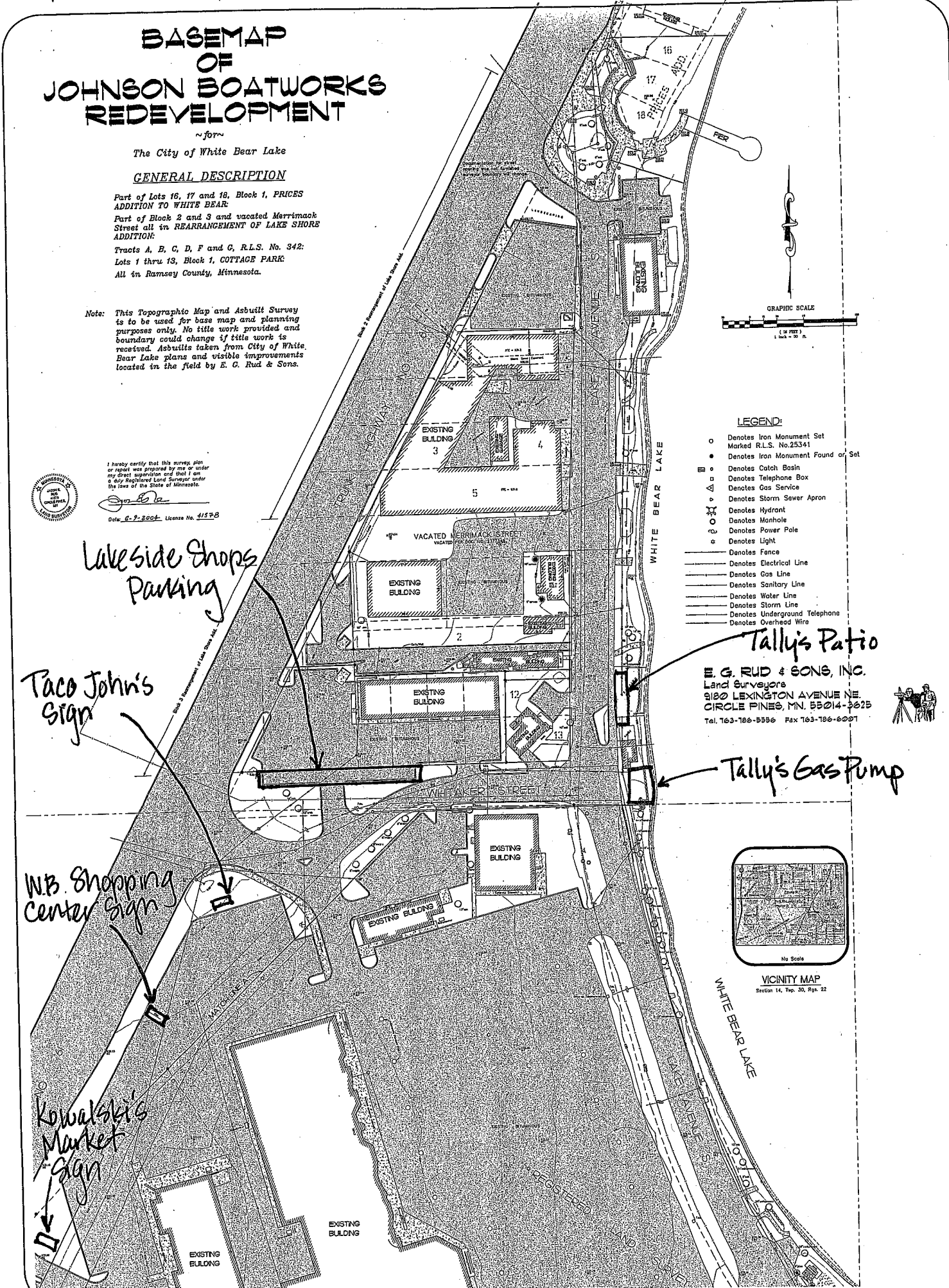
*Taco John's
Sign*

*WB. Shopping
Center
Sign*

*Kowalski's
Market
Sign*

Tally's Patio

Tally's Gas Pump





RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DOCKSIDE WATER SKI COMPANY, DBA TALLY'S DOCKSIDE FOR JOINT USE OF THE CITY RIGHT-OF-WAY AT THE WHITAKER STREET END

WHEREAS, the 50' end of Whitaker Street on the east side of Lake Avenue South is the City of White Bear Lake's public right-of-way; and

WHEREAS, Keith and Jan Dehnert, owners of Tally's Dockside, formalized historic use of the Whitaker street end through a lease arrangement with the City in 1999 to continue operating fuel service for boaters; and

WHEREAS, the lease was amended in 2000 to include 14 by 100 feet of Lake Avenue, east of the City's bike path; and

WHEREAS, the lease was amended in 2005 to increase insurance requirements and monthly rent to \$345/month, which was later reduced back to \$100/month in December, 2006; and

WHEREAS, it is the City's desire that fuel service continue to be provided on the lake for area boaters; and

WHEREAS, the City seeks to identify a reasonable rent that acknowledges the use of public right-of-way for private enterprise as well as a reasonable rate of return on any private investment in said property.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of White Bear Lake that the City Manager is hereby directed to execute the following agreement for joint use of City right-of-way between the City of White Bear Lake and the Dockside Water Ski Company (dba Tally's Dockside).

Lease Addendum No. 4

AGREEMENT FOR JOINT USE OF CITY RIGHT-OF-WAY PROPERTY BETWEEN THE CITY OF WHITE BEAR LAKE, MINNESOTA AND DOCKSIDE WATER SKI COMPANY (D/B/A TALLY'S DOCKSIDE)

This Lease Addendum No. 4 to the Agreement for Joint Use of City Right-of-Way Property Between the City of White Bear Lake, Minnesota and Dockside Water Ski Company (d/b/a Tally's Dockside) (the "Lease"), is made and entered into as of this ____ day of _____, 2018 (the "Effective Date"), by and between the City of White Bear Lake, a home rule charter city and political subdivision under the laws of the State of Minnesota (the "City") and Dockside Water Ski Company d/b/a Tally's Dockside (the "Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, the City is the owner of certain real property as legally described: **That part of the Whitaker Street right-of-way located east of Lake Avenue and above the ordinary water line of White Bear Lake** (the “Leased Premises”); and

WHEREAS, the Lessee is a commercial business located at 4441 Lake Avenue South in the City, and for many years has leased from and paid rent to the City for the Leased Premises, for the purposes of operating and maintaining a gas tank to serve boaters on White Bear Lake, and to provide transient slips for boating customers; and

WHEREAS, the Parties collectively entered into a Lease Agreement, dated as of March 15, 1999, memorializing the lease and rent payments of the Leased Premises, which Lease Agreement has been amended several times; and

WHEREAS, the Parties seek to further amend the Lease Agreement to extend the time frame of the Lease, provide for amended rental payments, and memorialize the allowed uses of the Leased Premises; and

WHEREAS, the City Council of the City has approved the execution of this Lease, and there are no legal impediments or restrictions governing the Lessee to execute the same.

NOW, THEREFORE, the Parties covenant and agree as follows:

1. TERM OF LEASE. The term of this Lease shall commence as of the Effective Date and shall continue to and including October 1, 2038 (the “Lease Term”). The Lease Term does not automatically renew, and any extensions need to be approved in writing pursuant to a separate agreement between the Parties.
2. RENT. The Lessee agrees to pay, without set off, deduction or demand, to the City as total rent for all of the Leased Premises, the sum equal to five-percent (5%) of the Annual Gross Income from fuel sales conducted on the Leased Premises as calculated below (the “Rent”):

$$\begin{aligned} &+ \text{Revenue from sale of fuel, determined as of year-end} \\ &- \text{(Less cost of fuel, determined as of year-end)} \\ &= \text{Annual Gross Income} \end{aligned}$$

Such Rent shall be due and payable in advance of each “lease year,” which shall be prior to December 1st of the preceding year. The Lessee shall

deliver the rent to the City at the City's Finance Department at 4701 Highway 61, White Bear Lake, Minnesota, 55110. If the Lessee fails to pay Rent by December 1st for the next lease year, or on the next business day (if December 1st falls on a weekend), the Lessee shall automatically be assessed and shall pay, as additional Rent, a late charge equivalent to ten percent (10%) of the amount of such regular payment.

3. QUIET ENJOYMENT. The City covenants that, upon paying the Rent and performing the covenants herein contained, the Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises subject to any and all prior encumbrances against the property, including without limitation any easements within the Leased Premises.
4. USE OF PREMISES. The Leased Premises shall be used and occupied by the Lessee only as follows:
 - i. The placement, maintenance and operation of a gas tank not to exceed 2,000 gallons, or as otherwise approved by the City Council, to serve boaters on White Bear Lake. A fence, which effectively blocks street-view of the tank and as approved by the City, shall be erected and properly maintained on all four sides of the gas tank.
 - ii. The Lessee may utilize riparian rights to the Leased Premises for placement of a dock, as illustrated on Exhibit B, for purposes of distribution of gas and transient slips available to public boating customers.

The Leased Premises may not be used by Lessee for any other uses not contained in this section, or as otherwise agreed to by the City.

5. MAINTENANCE AND REPAIR. The Lessee will at all times keep the Leased Premises in a clean and orderly condition, and will do no damage, or permit waste of the Leased Premises or any of the contents thereof. The Lessee shall be responsible for normal, routine maintenance and repair of the Leased Premises and of the grounds thereon, including but not limited to snow removal, dirt sweeping and removal, dock and fence maintenance and repair, and reasonable care of lawn and landscaping. The Lessee shall additionally maintain its gas tank and related fuel service equipment to the standards of the Minnesota Pollution Control Agency, and shall paint and maintain the tank regularly to avoid rust and corrosion.

If the Leased Premises is damaged and the damage is not covered by the Lessee's insurance, the City, as the underlying property owner, shall submit the damage claim to its liability and property damage carrier, with the Lessee paying or reimbursing the City for the costs to meet the City's insurance deductible and any related insurance costs, including but not limited to higher insurance premium costs as a result of the damage.

6. UTILITIES AND REAL PROPERTY TAXES. The Lessee shall be responsible for paying all utility services required on the Leased Premises including without limitation gas, electricity, water and sewer (if any). The Lessee shall be responsible for directly paying each of the aforementioned utility charges with the necessary utility companies. The Lessee shall also timely pay the annual real property taxes allocable to the Leased Premises, if any taxes are imposed.
7. RIGHT OF ENTRY. The City has the right to enter the Leased Premises at all reasonable hours during the Lease Term, and any renewal thereof, for purposes of inspecting the Leased Premises. The City shall endeavor to give notice in a reasonable manner to the Lessee before it enters the Leased Premises.
8. NO SUBLEASE OF LEASED PREMISES. Under no circumstances may the Lessee sublease the Leased Premises, or assign this Lease to another individual or corporate entity, without the written consent of the City.
9. TERMINATION OF LEASE. Notwithstanding any other term to the contrary contained in this Lease, the City may terminate this Lease upon 60 days' written notice to the Lessee if the City determines in its reasonable discretion that the Leased Premises are necessary for another public use. Upon termination of this Lease, either before or upon expiration of the Lease Term, the Lessee will promptly and peaceably surrender the Leased Premises to the City in substantially the same condition existing on the Effective Date, with ordinary and reasonable use, damage and wear excepted.

If the Lease is terminated by the City prior to full repayment of a loan taken by the Lessee for fuel dispensing infrastructure improvements made before 2020, not to exceed \$36,000 toward such improvements, the City will reimburse Lessee for the difference between the amortized balance of said loan and the value of the equipment as determined by the open market. Loan terms and payment schedule must be made available by the Lessee to the City as soon as practicable after closing on the loan.

10. GAS LEAKS; OTHER PROPERTY DAMAGE. If the gas tank located on the Leased Premises leaks and results in damage to the Leased Premises or surrounding lands, contaminates waters, or is recognized as a hazardous condition by the Minnesota Pollution Control Agency or some other responsible authority, the Lessee shall be financially responsible for all such damages, regardless of whether this Lease is still effective between the Parties. This financial responsibility of the Lessee is also in place for any other events of damage to the Leased Property, at the sole and reasonable discretion of the City.
11. ABANDONMENT. If at any time during the Lease Term, the Lessee abandons the Leased Premises or any part thereof, as determined in the good-faith judgement of the City, the City has the right to recover possession of the Leased Premises and may relet the Leased Premises accordingly. Until the Leased Premises are relet to a replacement lessee, the City has the right to receive and pursue collection of Rent and all other payments due hereunder from the Lessee for the unexpired Lease Term.
12. INSURANCE. The Lessee shall at all times during the Lease Term, have and maintain in full force and effect, insurance policies covering the Leased Premises, the employees and operations of the Lessee as follows:
 - i. A Commercial General Liability Policy having the same policy limits and coverage as the Commercial General Liability Policy currently maintained by the Lessee, and having a minimum \$2,000,000 of coverage on a per occurrence basis. The Lessee shall provide such insurance policy to the City as soon as practicable after the Effective Date, and shall name the City as an additional insured upon such policy.
 - ii. A Pollution Liability Policy having a \$1,000,000 minimum on an annual aggregate basis.
 - iii. A Workers' Compensation Insurance Policy having coverage and policy limits meeting or exceeding the requirements of applicable state and federal law, and \$1,000,000/\$1,000,000 Part B Employer's Liability Insurance.
13. INSURANCE PROVISIONS. Certificates of insurance memorializing the aforementioned insurance requirements shall be delivered to the City to evidence compliance with the terms of this Lease. Coverage limits shall be in the amounts as provided in Section 12, unless the statutory maximum coverage provided for in Minnesota Statutes, Section 466.04, as amended, shall be altered, in which case the Lessee shall procure new insurance

policies in the amount of the new maximum limits set by the statute. All of the insurance policies issued pursuant to this Lease must include a statement that such policies shall not be cancelled until after 30 days' written notice to the City. All such insurance policies must be written by and issued through a reputable company authorized to do business in the State of Minnesota, and shall meet the reasonable satisfaction of the City. The Lessee shall annually provide a written endorsement from Lessee's insurance company verifying the 30-day notice. If the Lessee fails to provide or maintain the insurance during the Lease Term, the City may terminate this Lease upon 30 days' written notice to the Lessee. During this notice period, the Lessee shall be provided with the opportunity to purchase or reinstate the required insurance coverage.

14. WAIVER. By execution of this Lease, the Lessee waives and will make no claim against the City for or on account of any personal liabilities sustained or loss or damage to any property caused by fire, leakage, seepage, bursting, overflow of water or sewage, or any other cause or event occurring on the Leased Premises, unless such event occurs through willful misconduct or gross negligence of the City.
15. INDEMNIFICATION. The Lessee agrees to indemnify, defend and hold the City harmless from and against any and all claims, actions, liability, and damages of every kind and nature, and from and against all costs and expenses, including reasonable attorney fees, arising out of any occurrence on or about the Leased Premises, or occasioned wholly or in part by the use and occupancy of the Leased Premises, or from any breach or default by the Lessee under this Lease, or from any intentional act or omission or negligence of the Lessee, its agents, employees, licensees, or invitees, in or about the Leased Premises. In the event of any action or proceeding brought against the City, by reason of any such claim, upon notice from the City, Lessee covenants to defend such action or proceeding by counsel satisfactory to the City.
16. NON-LIABILITY OF CITY. Except in the event of gross negligence or intentional misconduct of the City, its agents, employees, or contractors, the City and its agents, employees or contractors shall not be liable to the Lessee for any loss or damage to the Leased Premises, nor for any consequential damages arising from interruption of any utilities or services, nor shall the City be liable to the Lessee for personal injury, death, or any damage from any cause about the Leased Premises.
17. DEFAULT.

- i. Should any voluntary or involuntary petition in bankruptcy be filed by or against the Lessee, the City may, by written notice to the Lessee, immediately terminate this Lease and terminate the Lessee's right to possession of the Leased Premises. If the Lessee does not voluntarily quit the Leased Premises upon receipt of the notice of termination, the City may, in its discretion, recover sole possession of the Leased Premises in an eviction (unlawful detainer) proceeding, and recover from the Lessee all attorney fees, costs, and expenses relating to such proceeding. In addition, the City shall be entitled to recover all damages and other claims arising prior to the date of termination, including without limitation, all Rent due through the end of the month of termination, damages, and attorney fees.
 - ii. If the Lessee defaults in the payment of Rent, and such default continues for 20 days after the City's written notice thereof to the Lessee, or the Lessee defaults in the prompt and full performance of any other provision of this Lease and such default continues for 30 days after the City's written notice thereof to the Lessee, or if the Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed for the property of the Lessee, or if the Lessee abandons the Leased Premises, then, and in any such event, the City may by written notice to the Lessee, immediately terminate this Lease and terminate the Lessee's right to possession of the Leased Premises. If the Lessee does not voluntarily quit the Leased Premises upon receipt of notice of termination, the City may, in its discretion, recover sole possession of the Leased Premises in an eviction (unlawful detainer) proceeding, and recover from the Lessee all attorney fees, costs, and expenses relating to such proceeding. In addition, the City shall be entitled to recover all damages and pursue all claims arising prior to the date of termination, including without limitation all Rent due through the end of the month of termination, damages, and attorney fees.
18. SAFETY AND SECURITY. The Lessee is solely responsible for the safety and security of its employees, guests, and invitees while they are on the Leased Premises. The Lessee is also responsible for maintaining security of any and all structures (i.e. gas tank and dock, including any and all improvements to same) located on the Leased Premises.
19. DAMAGE OR DESTRUCTION OF LEASED PREMISES. If the Leased Premises are damaged or destroyed by fire or other casualty, the Lessee shall have the right to terminate this Lease provided it gives written notice thereof to the City within 60 days after such damage or destruction, unless

such fire, damage, or destruction is proved to be the fault of the Lessee, through an intentional act, omission, or negligence.

- 20. SUCCESSORS. This Lease shall extend, apply to and bind the heirs, executors, administrators, successors, and assigns of the respective Parties upon consent of the City Council, which will not be unreasonably withheld.
- 21. SEVERABILITY. If any term, condition, or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Lease and all terms, provisions and conditions hereof shall, in all other aspects, continue to be effective and to be complied with to the fullest extent permitted by law.
- 22. RELATIONSHIP. This Lease does not create the relationship of principal and agent, partnership, joint venture, or any other association between the City and the Lessee.
- 23. CONSTRUCTION OF LEASE. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
- 24. ENTIRE AGREEMENT. This Lease shall constitute the entire agreement relating to the lease of the Leased Premises between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.
- 25. PRIOR LEASE DOCUMENTS SUPERSEDED. This Lease Addendum No. 4 supersedes all prior Lease documents and addenda entered into between the Parties, and shall constitute the sole surviving document governing the relationships between the Parties as they relate to the Leased Premises.

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

Ayes:
Nays:
Passed:



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and Council

From: Ellen Richter, City Manager

Date: November 8, 2018

Subject: **Agreement for Professional Services with HKGi**

BACKGROUND

Staff continues to work on the 2040 Comprehensive Plan toward completion of the final draft for review by the Planning Commission's at its February, 2019 meeting. While most cities have elected to work with consultants in the development of their plans, staff wanted to preserve the local flavor of its comprehensive plan and felt, at the time, that staffing resources were sufficient to manage the workload. However, attention directed this summer and fall toward active redevelopment interests, transit planning and a busy construction season, along with an unexpected vacancy in the Economic Development and Housing position, has competed with time needed to bring the comprehensive plan to completion. There are also transportation, utility and water resources elements that were not fully completed prior to the transition in our Engineering Department.

As staff reaches 80%-90% completion of the draft, depending upon the section, it is recommended that the City engage the professional services of HKGi to assist with the final elements. HKGi is a planning and landscape architectural firm used by several other communities in the metro area for comprehensive planning services including Chaska, Osseo, St. Louis Park, White Bear Township, Maplewood, Mound, Inver Grove Heights, Woodbury, Burnsville, Eagan, Columbia Heights, Red Wing, Richfield, Stillwater, Lindstrom and Farmington. City staff has collaborated with this firm in the past and is very confident in the value they would add to this process.

The scope of HKGi's involvement would be more collaborative in nature, rather than prescriptive, as much of the work has already been completed in-house. While there would be some writing involved, much of the work performed by HKGi would include formatting and mapping. Staff estimates approximately 150 - 200 hours of work with HKGi, which would result in a \$15,000 - \$20,000 expenditure assigned to the Economic Development Fund.

RECOMMENDED COUNCIL ACTION

Staff recommends Council authorize the City to enter an agreement for professional services with HKGi to assist with the completion of the City's 2040 Comprehensive Plan.

ATTACHMENTS

HKGi Introductory Materials
Resolution

RESOLUTION NO.

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HKGi for PLANNING SERVICES

WHEREAS, the City of White Bear Lake is in process of completing its 2040 Comprehensive Plan; and

WHEREAS, assistance with completion of its final elements through the engagement of professional planning services is desired; and

WHEREAS, HKGi is a planning and landscape architectural firm that provides planning services to communities throughout the metro area and, more specifically, has participated in the development of several 2040 Comprehensive Plans; and

WHEREAS, it is estimated that approximately 150 – 200 hours of professional services will be required of HKGi to assist in this planning process at a cost of \$15,000 - \$20,000 and as assigned to City’s Economic Development Fund.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of White Bear Lake that;

1. The agreement with HKGi for professional planning services is hereby approved.
2. The City Manager is hereby directed to execute the agreement with HKGi.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

City of White Bear Lake Environmental Advisory Commission

MINUTES

Date: September 19, 2018	Time: 6:30pm	Location: WBL City Hall
COMMISSION MEMBERS PRESENT	Sheryl Bolstad, Chris Greene, Bonnie Greenleaf, Gary Schroehler (Chair), June Sinnett, Robert Winkler	
COMMISSION MEMBERS ABSENT	Rick Johnston	
STAFF PRESENT	Connie Taillon	
VISITORS	None	
NOTETAKER	Connie Taillon	

1. CALL TO ORDER

The meeting was called to order at 6:42 pm.

2. APPROVAL OF AGENDA

The commission members reviewed the agenda and had no changes. Staff added a letter to the mayor to Item 7, Staff Updates. Commissioner Greenleaf moved, seconded by Commissioner Greene, to approve the agenda as amended. Motion carried, vote 6/0.

3. APPROVAL OF MINUTES

a) August 15, 2018 meeting

The commission members reviewed the August 15, 2018 draft minutes and had no changes. Commissioner Bolstad moved, seconded by Commissioner Sinnett, to approve the minutes of the August 15, 2018 meeting as presented. Motion carried, vote 6/0.

4. VISITORS & PRESENTATIONS

None

5. UNFINISHED BUSINESS

a) Review last month's do-outs

Commissioner Greenleaf asked if any of the commission members have researched the metro adopt a stormdrain program. Commissioner Schroehler stated that he looked on the metro adopt a stormdrain program website in July and the program was not up and running at that time.

Staff spoke with the City of Maplewood regarding recycling containers in City parks. The City recently purchased dual trash and recycling containers for some of their parks. The new container has separate lightweight trash and recycling bins within the larger container that their parks department load onto a small flatbed vehicle to bring to their disposal site. They have spare bins on the truck to replace the full bins. Commissioner Schroehler stated that there should be a recycling bin next to each trash bin in the downtown area. Currently there are only a few randomly placed recycling containers.

Commission members asked to include recycling articles in City newsletters. Staff stated that recycling articles are included in the fall newsletter, which should be in mailboxes in approximately one week.

Commission members are interested in attending a tour of Public Works yet this fall. Most commission members are available for an early morning tour.

6. NEW BUSINESS

a) 2019 Work Plan

Commission members discussed priority projects for 2019. Commissioner Greenleaf is interested in pursuing solar panels on City buildings, charging for plastic bags, and adding a compost drop-off site. Commissioner Schroeder stated that grass clippings in the street are still an issue and he would like to include education as a priority in 2019. Staff will bring a draft lawn clipping door hanger to the next meeting that staff intends to use for education. Commission members will review work plan goals from 2018 and each choose top priorities to share at the October meeting.

b) New do-outs

- Commissioner Greene will forward the Scout leader mailing address to staff.
- Staff will bring printed copies of the EAC roster to the October meeting
- Staff will bring grass clipping door hanger example to October meeting
- Review work plan goals list and choose top priorities for October work plan discussion

Commission member left at 8pm

7. DISCUSSION• **Staff Updates**

- Volunteer Appreciation Dinner – October 2, 6pm Boatworks Commons
The volunteer appreciation dinner will be at Boatworks Commons on October 2 starting at 6pm.
- Installing Turf Alternatives Workshop
The City is hosting a Turf Alternatives Workshop at City Hall on October 10th. The workshop will start at 6pm and feature a presentation from a turf alternatives and bee expert from University of Minnesota. The cost is \$5 dollars.
- Solar Power Hour
The City is hosting a Solar Power Hour at City Hall on October 11th from 6:30pm to 7:30pm. This informational session will describe a group purchase opportunity for homeowners interested in adding solar to their rooftops.
- Street reconstruction raingarden project
The five cost share raingardens constructed as part of the 2018 street reconstruction program are now complete. The partners will be offering this program again as part of the 2019 street reconstruction program. Information on the raingarden cost share opportunity will be mailed out this fall and announced at the public meeting in November.
- Rooftop solar
Staff is in the process of answering specific questions that council members have regarding the proposed rooftop solar project. Commission members expressed interest in providing a recommendation on the project. Staff will add this item to the October 17, 2018 agenda.
- Letter to the Mayor
Staff shared a letter from a White Bear Lake student asking the Mayor to declare a plastic free day. The commission members commended the student for her initiative and discussed how difficult it would be to not use plastic for a day since plastic is so prevalent in everything we use. Other options will be discussed at future meetings.

- **Commission Member Updates**

- Raingarden planting day

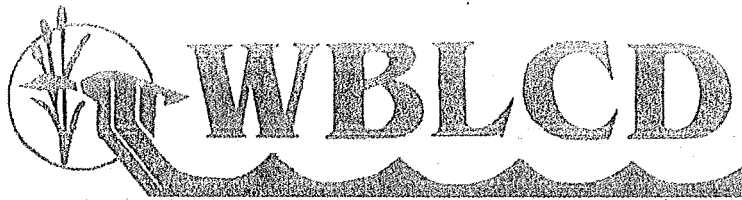
Commissioner Bolstad reported on the raingarden planting event that was held on Saturday, September 8th. She stated that commissioner's Greenleaf and Schroeher were among the neighborhood volunteers who helped plant over 200 native plants in the City owned raingarden located at 4th and Johnson.

- **September Agenda**

- Staff will include the 2018-2019 work plan, officer election, and subcommittee discussion on the October agenda.

8. ADJOURNMENT

The next meeting will be held on October 17, 2018, 6:30pm at City Hall. Commissioner Winkler moved, seconded by Commissioner Bolstad, to adjourn the meeting at 8:28 pm. Motion carried, vote 5/0.



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

REGULAR MEETING OF THE WHITE BEAR LAKE CONSERVATION DISTRICT
7:00 pm White Bear Lake City Hall
Minutes of September 18, 2018

APPROVAL DATE: Not approved

1. **CALL TO ORDER** the September 18, 2018 meeting of the White Bear Lake Conservation District was called to order by Chair Bryan DeSmet at 7:00 pm in the White Bear Lake City Hall Council Chambers.
2. **ROLL CALL** Present were: Chair Bryan DeSmet, Vice Chair Mark Ganz, Secretary/Treasurer Diane Longville, Directors: Brady Ramsay, Scott Costello, Mike Parenteau, Geoff Ratte, Barton Winter, Marty Rathmanner, absent was Director Susie Mahoney. A quorum was present.
3. **AGENDA** - Chair DeSmet asked for any changes to agenda, Director Parenteau would like to add under lake quality proposal to purchase new buoys and discovery of non-native phragmites around White Bear Lake. Motion DeSmet/second to approve agenda with additions. All aye passed.
4. **APPROVAL OF MINUTES OF** – August 21, 2018 board meeting Motion (DeSmet/Second) Moved to approve all aye passed.
5. **PUBLIC COMMENT TIME** – Brian McGoldrick asked again that a review of commercial bay be done and a clarification on boat counts. Chair DeSmet said we are in the process of setting up a meeting with Commercial Bay. Director Ganz will discuss boat count with Brian.
6. **NEW BUSINESS** - None
7. **UNFINISHED BUSINESS** - None
8. **REPORTS/ACTION ITEMS**
Executive Committee – The executive committee discussed having a meeting with the dock owners in Commercial Bay and are in the process of finalizing a date and time to fit everyone's schedule. Once decided all dock owners will be notified. Also discussed having a tour of the lake with lake communities. This was done in the past, but attendance became low so have not done a tour in a few years. Will plan on doing a tour again with the communities next year spring early summer.
9. **Lake Quality Committee – Mike Parenteau**
 - **Lake Level** – as of today 923.67 8 inches higher than last year and same as last month.
 - **Lake water temperature** – 72 degrees, last month was 76 degrees and a year ago at this time it was 68 degrees.
 - **Proposal to purchase buoys** – Have received a quote to purchase 2 5-inch buoys that need to be replaced for \$318.00 which is \$18 over budget. Motion Parenteau/second to purchase these two buoys. All aye passed Kim will order.

- **Non-Native Phragmites** - August 29th Directors Parenteau and Costello started receiving emails regarding the discovery of non-native phragmites in and around White Bear Lake from the Ramsey County Soil & Water Conservation District. They are a grass or reed type plant. There are both native and non-native species. The native type is green stock grows around the shoreline, friendly. Non-native type is from the middle east has woody stock and grows 10-12 feet high can get as high as 15-19 feet. They block the frontage from the water and crowd out other species. They were first found in our area in 2015 in Turtle Lake. Turtle Lake was treated and disposed of it right away and so far no evidence of return. Director Parenteau spent the day going back and forth with DNR and Ramsey County Soil & Water as to what should be done and by which entity. As of today, no one was willing to take on the project, but this was the first day of discussions. DNR said they would identify and delineate if we want. Steve McComas suggested that it be treated right away this fall then see what it looks like in the spring. Lake Management can do this treatment they did the treatment to Turtle Lake. Director Parenteau suggested since this developed today that we wait a few days for further discussions with the DNR & Ramsey County, and also set up a plan for treatment if it turns out that is what is needed to be done this fall. Motion Parenteau/second to approve up to \$6,000 for potential treatment this fall. Asked if any benefit to treat twice this fall, once treated takes 6 weeks to knock it down so it would be to late in the season to do so. All aye passed.

10. Lake Utilization Committee – Mark Ganz

- Meeting at 6 pm was cancelled no applications received.
- Update – in the upcoming months to make some changes to the ordinances and to have all docks return to traditional placement before low water. Going to get drone bids for next year to have boat count done a couple times a month. Will propose to have all boats be counted a boat is a boat no matter what type or what used for and propose to have any dock owner that goes over their boat count will be deducted from the following year how many they will be allowed to have.

11. Lake Education – Scott Costello

- New website going well. Now receiving weekly stats of visits to the page. Received cleaned up version of ordinances from Alan will have uploaded to website. Will get information on the website regarding the non-native phragmites so the public is aware and what is being done to eliminate. When treatment is done make sure to put on the website the areas that have been treated.

12. Treasurer's Report – Please note, we are paying Ramsey County Water Patrol and we have provided the board with a copy of their report which lists the types of calls that were taken care of this year. Motion (Longville/Second) approval of September 18, 2018 Treasurer's report and payment of check numbers 4516-4524 All Aye passed.

13. Board Counsel

Still looking to meet with the Water Patrol, will do so when schedules free up. Have updated a large portion of the ordinances and have given them to Scott for review. Will continue to review and clean up the ordinances for easy viewing by the public on the website.

14. Lake Level Resolution Committee – Barton Winter

Committee made an attempt to have a meeting but had some difficulties. At this time many of the committee members do not feel this committee needs to continue to meet since the lake level issue is not relevant at this time. Will continue to discuss with the members as to how they would like to proceed.

15. Consent Agenda – Motion (Longville/Second) Move to accept the consent agenda. All Aye Passed.

16. Announcements – Chair DeSmet would like to thank all for attending and ask in the future if anyone is unable to attend the board meeting to please let Kim know in advance to make sure a quorum would be present. Director Rathmanner stated on September 9th a Sunday evening he received a few texts regarding excessive loud noise coming from the large charter boat and what could be done he was unsure so would like some clarification. Brian McGoldrick the owner of the large boat was in the audience and said if any such complaints have been received ask them call Admiral D's Bar and report the issue and they can contact the captain of the boat right away to have the volume turned down immediately.

**17. Adjournment – Motion (DeSmet/Second) Move to adjourn. All aye Passed.
Meeting adjourned at 7:40 pm**

ATTEST:

Kim Johnson _____
Executive Administrative Secretary

Date: 10/16/18

Bryan DeSmet _____
Board Chair

Date: 10/16/18

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

The regular monthly meeting of the White Bear Lake Planning Commission was called to order on Monday, October 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: Jim Berry, Ken Baltzer, Marvin Reed, and Peter Reis.

MEMBERS EXCUSED: Mary Alice Divine, Mark Lynch, and Erich Reinhardt.

MEMBERS UNEXCUSED: None.

STAFF PRESENT: Anne Kane, Community Development Director, Samantha Crosby, Planning & Zoning Coordinator & Ashton Miller, Planning Technician.

OTHERS PRESENT: Brian Bonin, Rachel Bonin, Molly Bonin, Kim Koeppen, and Ron Brenner.

2. APPROVAL OF THE OCTOBER 29, 2018 AGENDA:

Member Reis moved for approval of the agenda. Member Baltzer seconded the motion, and the agenda was approved (4-0).

3. APPROVAL OF THE SEPTEMBER 24, 2018 PLANNING COMMISSION MEETING MINUTES:

Member Reed moved for approval of the minutes. Member Baltzer seconded the motion, and the minutes were approved (4-0).

4. CASE ITEMS:

A. **Case No. 18-7-CUP & 18-17-V:** A request by Brian Bonin for a Conditional Use Permit for a home accessory apartment, per Code Section 1302.125 and two variances, including a 25 foot variance from the 40 foot rear yard setback, and a 9.3 foot variance from the 35 foot setback from a side abutting a public right-of-way, both per Code Section 1303.040 Subd.5.c, in order to demolish the existing home and construct a new single-family residence with a mother-in-law unit above the attached garage at 4871 Lake Avenue.

Crosby discussed the case. Staff recommended approval of the case.

Member Reed asked about staff's suggestion that the Commission consider requiring the

porch to be unenclosed. Crosby stated it was included for flexibility in the event that a resident raised concern with the project.

Member Reis asked if the house plans included a gas fireplace and why the chimney was shorter than the ridge. He also requested clarification on the decking and screen house along the lake. Even though it cannot be replaced in full, half can be replaced this year and half next year due to the rules pertaining to grandfathered structures.

Crosby directed the first question to the project architect and responded to concerns about repairs by explaining that the City allows the replacement of decking and railings, but the replacement of footings is dependent on the proposed scope of work. Work that essentially creates a new deck is not permitted.

Berry opened the public hearing.

Brian Bonin, Applicant, 2279 8th Street. He described how he grew up in the existing house on the subject property and has lived in White Bear Lake his entire life. Since the family began discussing the potential rebuild, they have worked to ensure that the new house will fit in with the neighborhood. The news of the rebuild has been very well received by the surrounding neighbors.

Bonin noted that the family has hired professionals to design and build the home and a local arborist will work to save as many trees as possible.

Member Berry asked whether Mr. Bonin was agreeable to the conditions laid out in the staff report, particularly the requirements to save the trees and remove the shed.

Bonin responded that the building plans have been revised so that the trees will be retained. In terms of the boathouse, he would like it to stay. He did not know it was on the neighboring property. It is used primarily to store fishing rods and equipment.

Member Reed inquired if ownership needed to be transferred due to the requirement that the owner of the property live in the principal unit, if the property owner to the north knew about the boathouse encroachment, and what the Bonin family stored in the second, larger structure on the riparian lot. Bonin responded that the property has already been transferred. He did not think the owner to the north knew about the boathouse and that the screen house is used as an eating area and mostly contains furniture.

Ron Brenner, Architect. He informed the Commissioners that wood burning fireplaces have requirements that do not apply to gas fireplaces, so the chimney is primarily for aesthetics.

Member Reed asked about potential problem with sight lines. He questioned if the design could be changed should the neighbors express disapproval of the screened porch. Brenner responded that it could ultimately be changed if need be. Member Berry stated it is a non-issue, since the Commission has not heard any negative feedback.

As no one else came forward, Berry closed the public hearing.

Member Berry asked about condition number 12 and under what circumstances the shed could remain on the property. Crosby replied that a variance for a third accessory structure has not been applied for, and since only two are allowed on a property, it should be removed.

Member Baltzer asked if the screen house by the lake could be expanded. Crosby responded that it would not be allowed, since it is nonconforming in location. Kane added that the City would not have the authority to grant a variance for a structure to encroach upon the neighbor's property to the north.

Member Reis moved to recommend approval of Case No. 18-7-CUP and 18-17-V. Member Baltzer seconded the motion. The motion passed by a vote of 4-0.

- B. **Case No. 18-3-LS:** A request by **Kim Koeppen** for a Recombination Subdivision, per Code Section 1407.040, to convey a 30-foot wide strip of land from 4942 Morehead Avenue to 2291 9th Street.

Miller discussed the case. There were no questions of staff and no significant discussion by the Commission.

Member Baltzer moved to recommend approval of Case No. 18-3-LS. Member Reis seconded the motion. The motion passed by a vote of 4-0.

5. **DISCUSSION ITEMS:**

- A. City Council Meeting Minutes of October 9, 2018.

No discussion

- B. Park Advisory Commission Meeting Minutes of August 16, 2018.

No discussion

- C. Anne Kane provided an update on the Comprehensive Plan Update. The City was granted a six-month extension, but with the retirement of the City Engineer, the Transportation, Utilities, Surface and Groundwater sections have not received the needed attention. We anticipate another small extension and submitting in first quarter of 2019.

Kane mentioned the forthcoming Comprehensive Plan Amendment for the parcels located in the northwest quadrant of County Road E and Linden Avenue.

6. **ADJOURNMENT:**

Member Baltzer moved to adjourn, seconded by Member Reed. The motion passed unanimously (4-0), and the October 29, 2018 Planning Commission meeting was adjourned at 7:35 p.m.



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Richter, City Manager
From: Connie Taillon, Environmental Specialist
Date: November 2, 2018
Subject: **Ramsey County SCORE grant application**

BACKGROUND / SUMMARY

Under Minnesota state law, proceeds from tax collected on solid waste hauling charges are, in part, made available to local units of government to conduct recycling and waste reduction programs. Each year the State makes a block grant available to Ramsey County, who in turn appropriates a portion to municipalities on a per-capita basis.

The expected 2019 funding allocation to the City of White Bear Lake is \$59,433. These monies are used to help offset the City's recycling program and collection costs.

In addition to the base funding allocation, municipalities are eligible to receive up to two optional incentive payments. Comparable to base funding, incentive payments are determined on a per capita basis. To receive one incentive payment, the City must implement one activity from a list of incentive options. To receive two incentive payments, the City must implement two incentive options from the list. The maximum incentive payment for a single project is \$5,660. Examples of activities on the approved incentive option list include recycling bulky waste, engaging small businesses in curbside recycling services, promoting BizRecycling, and co-sponsoring an organics drop-off site. Staff has not yet determined if resources will be available to pursue an incentive activity in 2019, but the City cannot participate if we do not include the option in this process. There is no penalty for including the incentive programs in this grant application but not pursuing them in 2019.

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council adopt the attached resolution that requests the annual SCORE funding allocation, authorizes the City Manager to submit the grant application to Ramsey County, and authorizes the City Manager to participate in the optional incentive program and apply for the incentive program allocation(s).

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**A RESOLUTION REQUESTING THE SCORE FUNDING ALLOCATION
AND AUTHORIZING THE CITY MANAGER TO
SUBMIT THE GRANT APPLICATION**

WHEREAS, the State of Minnesota collects a tax on the waste hauling charges from each resident in the State; and

WHEREAS, the State of Minnesota has distributed said tax monies to each associated county; and

WHEREAS, Ramsey County Board of Commissioners approved the distribution of SCORE funds to municipalities for use in residential recycling program; and

WHEREAS, the City of White Bear Lake's per capita share of the distribution is \$59,433; and

WHEREAS, the City of White Bear Lake has the option of participating in an incentive program for an additional allocation of up to two payments of \$5,660 each.

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

1. The City requests the SCORE funding allocation and authorizes the City Manager to submit the grant application to the Ramsey County Board of Commissioners for approval.
2. The City Manager is authorized to participate in the optional incentive program and apply for the incentive program allocation(s).

The foregoing resolution, offered by _____ and supported by _____, 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: October 30, 2018

Subject: **Resolution authorizing local consent of State issued Consumption & Display License for Create Space, LLC**

BACKGROUND

Kathryn and Alexander Cooley started Create Space, LLC dba Create Space as a way to have fun while connecting and giving back to the community. At Create Space, customers make and take their own custom wood home decor in a friendly and fun environment.

Consumption and Display (C & D) permits are state issued permits, which authorize establishments to allow the consumption and display of intoxicating liquor on the premises. On September 12, 2017, the City Council adopted a resolution consenting to Create Space's State issued C & D permit, which permits patrons to bring their own alcohol into the business for personal display and consumption.

SUMMARY

Under 340A.414, Subd. 5, a MN State issued C & D permit does require local consent. The C & D permit is not effective until approved by the governing body of the city where the establishment is located. Assuming Create Space passes the State's background investigation, they are otherwise qualified under MN Statute 340A.414, Subd. 2, for the State's C & D permit.

The owners of Create Space are moving to a new location in White Bear Lake and desire to maintain their C & D permit in their new location at 2168 3rd Street. The State is requiring Create Space to apply for a new C & D permit, which again requires the city's consent.

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council adopt the attached resolution, which provides local consent for the State issued Display and Consumption permit for Create Space.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION AUTHORIZING MUNICIPAL CONSENT OF STATE ISSUED
CONSUMPTION AND DISPLAY PERMIT FOR
CREATE SPACE, LLC DBA CREATE SPACE**

WHEREAS, the owners of Create Space, LLC, dba Create Space are moving their do-it-yourself woodworking business from 4712 Highway 61 N to 2168 3rd Street in White Bear Lake; and

WHEREAS, the City Council had authorized municipal consent of a State issued Consumption and Display Permit for Create Space on September 12, 2017; and

WHEREAS, the State required Create Space to applied for a new Display and Consumption permit for the new business location; and

WHEREAS, a Display and Consumption permit is a state issued permit, which authorizes establishments to permit the consumption and display of intoxicating liquor on the premises but does not authorize the sale or distribution of alcohol; and

WHEREAS, assuming Create Space, LLC passes the State's qualifications for a Display and Consumption permit as set forth in Section 340A.414, Subd. 2; and

WHEREAS, a Consumption and Display permit is not effective until municipal consent is provided,

WHEREAS, the City values diversity in business offerings within the City of White Bear Lake.

NOW, THEREFORE, BE IT RESOLVED that the White Bear Lake City Council authorizes consent of the State issued Consumption and Display permit for:

Create Space LLC, dba Create Space
2168 3rd Street
White Bear Lake, MN 55110

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 Engineer's Office

MEMORANDUM

To: Ellen Richter, City Manager

From: Jesse Farrell, Assistant City Engineer

Date: November 6, 2018

Subject: **Acknowledge that the Old White Bear Avenue Public Right-of Way is Under General Obligation to function as a Public Multi-Use Trail – City Project No. 17-06**

BACKGROUND / SUMMARY

The City of White Bear Lake received a \$130,000 state appropriation for the multi-use trail constructed along Old White Bear Avenue. Construction is now complete. We are now in the process of seeking reimbursement. In order to receive reimbursement funds, the City needs to declare General obligation to the multi-use trail property that was improved using state funds.

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution acknowledging that Old White Bear Avenue public right-of-way is under general obligation to function as a public multi-use trail.

ATTACHMENTS

Resolution

RESOLUTION NO.:

**RESOLUTION ACKNOWLEDGING THE OLD WHITE BEAR AVENUE PUBLIC
RIGHT-OF-WAY IS UNDER GENERAL OBLIGATION TO FUNCTION AS A PUBLIC
MULTI-USE TRAIL**

CITY PROJECT NO.: 17-06

WHEREAS, the City of White Bear Lake performed street reconstruction work on Old White Bear Avenue during the 2018 construction season, and

WHEREAS, the State provided \$130,000 for construction of a multi-use trail, and

WHEREAS, the construction is now complete, and

WHEREAS, the State requires assurance that the land upon which improvements were made shall remain available for public use, and

WHEREAS, the City has no intention to vacate the public right of easement, and

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

1. The Mayor and City Council of the City of White Bear Lake support the City Manager and Mayor to execute the General Obligation agreement.

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 Engineer's Office

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Jesse Farrell, Assistant City Engineer

Date: November 6, 2018

Subject: **Cooperative Agreement PW2018-09 with Ramsey County for Centerville Road Improvements, City Project No. 18-16**

SUMMARY

Centerville Road was reconstructed this past construction season. The project was led by the City, with the primary partner being Ramsey County. In order to receive the County's share of the funding, which is approximately \$600,000, the City needs to enter into a Cooperative Agreement with Ramsey County.

RECOMMENDED COUNCIL ACTION

Our recommendation is that the Council enter into a Cooperative Agreement PW2018-09 with Ramsey County for accepting Ramsey County funding allocation towards Centerville Road Improvement Project.

ATTACHMENTS

Resolution

RESOLUTION NO.:

**RESOLUTION APPROVING A COOPERATIVE AGREEMENT PW2018-19 WITH
RAMSEY COUNTY FOR COUNTY FUNDING ALLOCATION TOWARDS
CENTERVILLE ROAD (COUNTY STATE AID HIGHWAY 59) IMPROVEMENT
PROJECT
CITY PROJECT NO. 18-16**

WHEREAS, the subject road segment is located within the City of White Bear Lake and White Bear Township; and

WHEREAS, the City of White Bear Lake, among other interested stakeholders, sought to implement significant improvements on Centerville Road (County State Aid Highway 59); and

WHEREAS, the City, in partnership with the County and others, facilitated the design and construction of the street and traffic signal improvements on Centerville Road in an expedited fashion; and

WHEREAS, the City of White Bear Lake completed improvements on Centerville Road (County State Aid Highway 59) during the 2018 construction season; and

WHEREAS, a contract has been let and final costs are being determined for the Centerville Road Improvement Project; and

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

1. The Council hereby approves the Cooperative Agreement PW2018-09 with Ramsey County for Roadway Improvements for Centerville Road (County State Aid Highway 59) Between Highway 96 and 225 feet north of East Oaks Road.

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