



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, JANUARY 8, 2019
7:00 P.M. IN THE COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

A. Minutes of the Regular City Council Meeting on December 11, 2018

3. APPROVAL OF THE AGENDA

4. VISITORS AND PRESENTATIONS

A. Swearing in the Fire Department

5. PUBLIC HEARINGS

6. LAND USE

Nothing scheduled

7. UNFINISHED BUSINESS

A. Resolution approving and ratifying the legal services agreement for representation of stormwater sediments related to chemicals from coal tar sealants

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution appointing City representatives to Ramsey County League of Local Governments, Ramsey County Dispatch Policy Committee, Vadnais Lake Area Water Management Organization and Rush Line Task Force

B. Resolution designating City Attorney – Prosecutor and Counselor for 2019

C. Resolution setting 2019 fees associated with the Right of Way Ordinance

D. Resolution naming the official newspaper to perform official publications

E. Resolution authorizing 2019 travel reimbursement amounts

- F. Resolution amending the Union contract with Law Enforcement Labor Services for White Bear Lake Police Department Sergeants (LELS)
- G. Resolution amending the Union contract with Minnesota Public Employers Association of Police Officers (MNPEA)
- H. Resolution authorizing legal services agreement for representation in litigation related to damages incurred from contamination of stormwater sediments related to chemicals from coal tar sealants

10. HOUSING AND REDEVELOPMENT AUTHORITY

- A. Call to Order / Roll Call
- B. Approval of the December 11, 2018 meeting minutes
- C. Approval of the Agenda
- D. Election of a Chair and Vice Chair of HRA
- E. Adjournment

11. CONSENT

- A. Resolution establishing regular meeting nights of the City Council of the City of White Bear Lake
- B. Resolution authorizing City Manager to invest and transfer funds for the City, designation of band depository, and depositing for investments
- C. Resolution fixing surety bonds for various City Officials and providing for approval of the same
- D. Resolution authorizing the City Manager to pay claims made against the City
- E. Resolution authorizing a service agreement with Northeast Youth and Family Services
- F. Resolution authorizing temporary liquor license for Bear Boating of White Bear Lake
- G. Resolution authorizing temporary liquor license for Church of St. Pius X
- H. Resolution authorizing massage therapy establishment and therapist license

12. DISCUSSION

- A. Administrative Hearing Officer appointment 2019
- B. Ramsey County Suburban Cable Commission

13. COMMUNICATIONS FROM THE CITY MANAGER

14. ADJOURNMENT



**MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, DECEMBER 11, 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, Assistant Manager Rick Juba, Community Development Director Anne Kane, City Engineer Paul Kauppi, Finance Director Don Rambow, Assistant Finance Director Kerri Kindsvater, City Clerk Kara Coustry and City Attorney Patrick Sweeney.

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

It was moved by Councilmember **Biehn** seconded by Councilmember **Edberg**, to approve the Minutes of the Regular City Council Meeting on November 27, 2018.

Motion carried unanimously.

3. APPROVAL OF THE AGENDA

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

Motion carried unanimously.

4. VISITORS AND PRESENTATIONS

Nothing scheduled

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

A. Consent

1. Consideration of a Planning Commission recommendation granting a variance for 2103 East County Road F. **Resolution No. 12304**

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

Motion carried unanimously.

B. Non-Consent

1. Consideration of a Planning Commission recommendation authorizing amendments to the land use section and classification map of the 2030 Comprehensive Plan

Community Development Director Kane reported that the City initiated an action to reguide 4.6 acres at the northwest corner of County Road E and Linden Avenue from “Commercial” to “High Density Residential”. The parcels include two vacant lots and three single-family residences.

Ms. Kane explained that staff had identified this area as appropriate for higher density, transit-oriented type development as part of the 2040 Comprehensive Plan Update. The area is proposed as a new land use category called “Mixed Use Transit Oriented Development”. The 2040 Comprehensive Plan is slightly behind schedule, so as a stopgap measure, staff is proposing an amendment to the 2030 plan from Commercial to High Density Residential.

Ms. Kane stated that in addition to the map amendment, staff proposes a text amendment under the description of the high-density residential (HDR) land use classification to include all types of residential development, except single-family and allows for 9-17 units per acre or greater when approved through a planned unit development (PUD).

Ms. Kane said the Planning Commission received a letter expressing many concerns from Anne Lindgren, who lives in Linden Place Villas. In addition, the Mayor and Council received an e-mail of concern from the President of the Cedar Cove Village Home Association.

Ms. Kane explained that this amendment is being proposed at this time in order to provide the possibility of multi-family housing at this location, not necessarily to accommodate a particular project. If/when developer who is currently in conversation with the property owners approaches the City, multiple approvals from the City would still be necessary, including a Preliminary and Final Plat, a Rezoning from Commercial to HDR and likely a PUD. Between concept plan review and Development Phase approvals, at least three more public hearings are anticipated before a development could be approved.

In response to Councilmember Biehn’s inquiry about the current general business zoning, Ms. Kane explained that general business is a broad category. She recounted proposals to build a large grocery store, full-service gas station with a car wash and a local courier service in that location. Other options could be a bar, restaurant or drug store.

Councilmember Jones asked for clarification as to when staff first identified these parcels for high-density residential. Ms. Kane described a number of public open houses conducted in the beginning of 2017, in which this area was first identified for high-density development. Councilmember Jones also clarified that Linden Avenue is a Minnesota State Aid (MSA) route.

Councilmember Edberg asked; why not keep the general business designation. Ms. Kane explained that the current Comprehensive Plan seeks to reinforce the residential character of the corridor. The County Road E corridor has pockets of commercial, some that struggle or are underutilized. It was her opinion that adding residential to the area would better support existing commercial businesses along the corridor. Ms. Kane also explained that past proposed commercial interest in this location was more incompatible than residential.

In response to a question by Councilmember Edberg regarding the interest in these particular parcels, Ms. Kane stated that these parcels were identified as underutilized in their present state and there is an active for-profit business operating on the other parcels. Ms. Kane described two vacant lots owned by an LLC that also owns The Stadium. She believed three residential lots are individually owned and they have entered into contracts with the developer interested in this assemblage.

In response to a question by Councilmember Edberg, Ms. Kane described Low Density as single-family, with 1-4 residential units per acre. Medium density are townhomes, quads and eight-plex's, Hoffman Place is considered High Density, multi-family apartment buildings with 17-40 residential units per acre.

Councilmember Walsh asked whether the City needed more density. Ms. Kane stated that as part of the 2040 Comprehensive Plan update, the Metropolitan Council allocated additional growth of 1200 units in White Bear Lake. Upon review of all plausible sites, if all were developed at mid-density, White Bear Lake would still come up just 20 units short of this goal. Ms. Kane explained that White Bear Lake is more dense than many suburbs, but the City must plan to achieve the Metropolitan goal, even though there is no penalty for non-achievement.

Councilmember Engstran asked; why not medium density and referenced the developer proposing a 4-story "monstrosity" if reguided as high-density. Ms. Kane explained that in an ideal world, the most intensive residential density would exist along major corridors such as this, with lessening density further away from major corridors.

Councilmember Biehn asked; what has changed since the original planning as commercial. Ms. Kane stated the location was designated commercial as far back as 1999. She suspected this was due to The Stadium and thinking businesses would continue to pop up along the corridor, however, the great recession and a change in housing expectations of millennials has shifted over the last 20 years.

Mayor Emerson opened the public hearing at 7:29 p.m.

Laura Kunde 3692 Linden Place expressed concern for the amount of traffic a new high density residential development would cause on Linden Avenue. She noted the high number of cars that wait at the Highway 61 light during rush hour on County Road E. Ms. Kunde believed Linden Avenue would be used as the entrance to any high-density development, which would further increase traffic by 180 cars and deplete street parking. She said her father already has to park and walk across the street when he visits because there is not enough guest parking for the townhomes.

Ms. Kunde pointed to all of the people in the audience who had the same sentiment

about high density at that location. She stated that a monstrosity development would further diminish privacy and view of trees enjoyed by nearby townhomes. She felt the area should be guided toward medium density to continue the look and flow of the area, or remain commercial in the hopes of attracting a strip mall. Ms. Kunde stated she understood there needs to be growth but did not believe this was the place for it.

Mayor Emerson called for other speakers. There being none, she closed the public hearing at 7:38 p.m. and returned to the Council for deliberation.

In response to Councilmember Jones, Ms. Kane read the concerns expressed by single-family residents living west of the Linden/ Cedar Cove development, as recorded when that development was first proposed in 1992. Ms. Kane highlighted comments found in the April and May 1992 Planning Commission minutes and the City Council minutes from June 9th and June 23rd of the same year. Additional comments from single-family residents registered at that time included concerns about where the added children from the townhomes would play; stormwater runoff, and safe crossing of County Road E to reach Willow School.

Councilmember Jones stated that the Bruce Vento Trail is slated to be just east of Hoffman Road, which would attract millennials. He added millennials will comprise 30% of society and pay social security taxes – they are the future.

Councilmember Biehn stated our city is fully developed with many older homes. He felt it is important to attract millennials to the City so they will be positioned to purchase and redevelop the older homes when those turnover. He felt it important to attract millennials to White Bear Lake to further growth and complete the housing cycle.

Councilmember Walsh asked philosophically whether the City needed to grow. He mentioned BRT will change the City drastically and while he mentioned the City has density sufficient to cover taxes currently, he noted Councilmember Edberg's comment, "respond to the market".

Councilmember Walsh stated that developers have done market research to identify a market demand here. He believes in market forces and supports these developments, but noted the neighbors living in these areas are not receptive to these proposed developments changing their neighborhoods. He encouraged residents, including himself, to become more involved in the Comprehensive Planning process for a broader discussion in identifying where more dense development might work within the City as a whole.

Councilmember Edberg clarified that his point was two-fold – would the Metropolitan Council permit the City to respond to the market and to the needs and interests of citizens. He believes that communities get choices about the kind of community they want to have. His point was; there is a balance between market forces and community desires. He stated he is not likely to vote for a 4-story development, but he would support medium or high density not to exceed three stories.

Councilmember Jones thought it important to bring millennials into White Bear

Lake so they are positioned to backfill the White Bear Lake housing stock, which is vastly comprised of ramblers in the southern portion of the City. He explained there have only been two apartment complexes built in White Bear Lake since 1989, one on Centerville Road and one at Highway 96 and Otter Lake.

Councilmember Jones stated this is one of only a few areas that could be high density in the City. He would approve a 3-story high-density development here and would consider a 4-story high-density development if done through a PUD in which other amenities would be included. Councilmember Jones preferred this area be dually zoned for general business and residential and was unsure if he was willing to give up the commercial zoning of this area.

Councilmember Engstran stated he mostly agreed with Councilmember Edberg about 3-story cap. He said he would like to see this regulated as medium density. He suggested regarding Birch Lake Professional Building on the north side of Highway 96 and north of Buerkle Road for high-density instead.

It was moved by Councilmember **Biehn** seconded by Councilmember **Walsh**, to adopt **Resolution No. 12305** authorizing amendments to the land use section and classification map of the 2030 Comprehensive Plan.

Councilmember Edberg said it made sense to zone this location for housing given its proximity to BRT. He stated the regarding, to support the ultimate discussion of rezoning makes sense. He expressed concern about the kinds of density, how it would be accessed and its proximity to the road.

Motion carried. Councilmember Engstran nay.

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

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

City Manager Hiniker reviewed changes since first reading, which included the deletion of a gambling manager background check fee as these are performed by the State rather than the City. She explained that the cost for cleaning the Boatworks Commons increased \$5, so the fee schedule was changed to reflect the actual cost of cleaning would be passed along to the user. Lastly, solicitors are currently charged a flat fee per company, however, due to the large groups requiring background checks, staff proposed the current \$50 fee be capped at two solicitors with \$10 paid for each additional solicitor after two.

Councilmember Edberg asked for clarification on the City's relationship with the ISI. Ms. Hiniker explained the International Skating Institute is an organization the City belongs to in order to be credentialed to provide skate school instruction.

Mayor Emerson opened public hearing at 8:07 p.m. There being no one who came forward to speak, the public hearing was closed.

It was moved by Councilmember **Jones**, seconded by Councilmember **Edberg** to adopt **Ordinance No. 18-12-2033** establishing a fee schedule for services, permits and licenses.

Councilmember Walsh mentioned there have been continued increases on taxes and fees, but there needs to be downward pressure to the costs of living in the City. He referenced the City has been catching up to its neighbors, although comparing to neighbors is not the justification for fees. Councilmember Walsh encouraged continued consideration of the folks who are paying these fees.

Councilmember Jones pointed out that inflation should be factored into these fees in which case they should all be increased. He also mentioned that the first time Council reviewed the fee schedule; fees had not been adjusted for 15 years. Councilmember Edberg noted the majority of fees are not being increased.

It was moved by Councilmember **Jones**, seconded by Councilmember **Engstran** to adopt **Resolution No. 12306** establishing the title and summary approval of Ordinance No. 18-12-2033 to facilitate publication.

Motion carried unanimously.

9. NEW BUSINESS

A. Resolutions adopting 2018 Tax Levy Collectible in 2018 and adoption of the revised 2018 and proposed 2019 Budget

City Manager Hiniker recapped the budget timeline and reviewed the proposed tax levy, which was presented in great detail during the truth in taxation hearing held on November 27, 2018. Ms. Hiniker stated the impact on the proposed 2019 tax levy equals \$720,000, which would support the following key budget elements:

- Continued process of reflecting all general operational costs within the General Fund. The Engineering Department was reallocated from an Internal Service Fund and will be supported by transfers from the Construction Fund to the General Fund (budget neutral).
- Appropriate \$105,000 to the Fire Department for an operational restructure to ensure public service level response is appropriate (12 FTE Paramedic/Firefighters).
- Support leadership transition in Public Works and Finance Departments utilizing outside consultation for strategic planning, capital and fiscal management planning, and actuarial work estimated to total \$19,000.
- Consolidate IT, City Clerk and Assistant City Manager into Administration (budget neutral).
- Consolidate Public Works Facility operational costs in a General Fund department (budget neutral).
- Provide \$40,000 to support ongoing maintenance costs related to parks and highway facilities.
- Allocate \$25,000 to urban tree management to address emerald ash borer.
- Appropriate an additional \$39,000 to cover fuel expenditures.

- Personnel service adjustments totaling \$272,000 to maintain competitive wage and compensation package.
- Debt service obligation in the amount of \$220,000.

It was moved by Councilmember **Edberg**, seconded by Councilmember **Jones** to adopt **Resolution No. 12307** approving the 2018 tax levy collectible in 2019.

Councilmember Walsh mentioned that while some of these additional expenses are items he already voted to support, he felt more work could be done to find cost savings in other parts of the budget. He mentioned that there have been three years of increases, each larger than the last.

Councilmember Jones mentioned the City had gone several years without any tax levy increases and will be funded within \$5 of 2008 funding levels. He thinks the most important investment outside of his own home, is in the City as they are the ones taking care of his property to make it more valuable for the biggest investment in his lifetime. He believes City staff has done a great job at the lowest cost.

Mayor Emerson said we can be proud of our street improvement projects and infrastructure improvements to sewer and water service. She stated that the City has a responsibility to maintain its infrastructure.

Motion carried. Councilmember Walsh nay.

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn** to adopt **Resolution No. 12308** adopting the 2019 budget and revising the 2018 budget.

Motion carried. Councilmember Walsh nay.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Edberg** to adopt **Resolution No. 12309** committing fund balances for specific purpose.

Motion carried unanimously.

It was moved by Councilmember **Jones**, seconded by Councilmember **Walsh** to adopt **Resolution No. 12310** authorizing city contributions towards volunteer and employee recognition presented in the 2018 and 2019 budget.

Motion carried unanimously.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Jones** to adopt **Resolution No. 12311** authorizing city contributions and involvement in promoting business and cultural activities in White Bear Lake in the 2018 and 2019 budget.

Motion carried unanimously.

B. Resolution approving Classification and Compensation Plan

City Manager Hiniker reported that the City Council annually reviews the Position Classification and Compensation Plan, originally adopted by the City Council in 1988 to maintain salary structures and demonstrate fiscal responsibility. Ms. Hiniker stated

that a “point-factor analysis” recognizes the relative degree of difficulty, skill requirements, impact of decisions and other job-related factors for each position when compared to all other positions in the City. The plan establishes a salary structure in the form of ranges and explains the composition of the salary structures and its method of administration.

Ms. Hiniker stated the plan itself has not varied from year to year, although changes have been made to some of the positions along the way. Each year, the table that defines the salary structure is reviewed for adjustment based on analysis of the economy and the public and private market sector. Ms. Hiniker reported the City has reasonably kept pace with its labor market through 2018, but based on updated survey information and the City’s prevailing wage objective, a 3% adjustment to the table is recommended.

Councilmember Edberg pointed out that Building Inspector, Highway Maintenance, Civil Engineers and Police Officers maximum range is barely above the Metro median rate for those positions. Councilmember Edberg interprets this to mean the City’s compensation is set at a very reasonable rate.

Councilmember Walsh stated that the City is proposing to increase the wage table by 3% in order to keep up with the Joneses. He suggested we should be celebrating the fact that City has a great staff who is getting done what is needed and at a lower cost comparatively. He pointed out wages are the drivers of all cost increases and that the 3% proposed increase goes above 2.5% inflation.

In response to Councilmember Walsh, Ms. Hiniker reported that the City did not get as many applications for police officer opening as in the past, but stated this is a market trend. She also referenced a small application pool for a recent sewer division position, but again pointed to an overall tight labor market presently. Although tight labor pools effect all employers, she felt it important the City maintain its position relative to wages so the City does not become among the lowest paying employers in the market.

Councilmember Jones stated that just because these are public sector workers, does not mean they are doing any less of a job. He does not want turnover or change; he wants to retain good workers who provide better service. He thought it important that City staff be paid well. He believes the City is managing pay well by keeping up with the metro median.

It was moved by Councilmember **Jones**, seconded by Councilmember **Edberg** to adopt **Resolution No. 12312** establishing 2019 Compensation Table.

Councilmember Biehn encouraged the City to consider conducting a new Classification and Compensation Study as this study was last completed in 1988. He stated this would provide the City with an updated comparison to the competition.

Councilmember Engstran added that fire fighters make \$12.25/hour to enter a burning building, which has not been increased in some amount of time. He stated they could make more at McDonalds.

Motion carried. Councilmember Walsh nay

C. Resolution revoking massage therapy establishment license at Red Dragonfly Massage

Ms. Hiniker reported that before the Council is a resolution recommending revocation of the massage therapy establishment license at Red Dragonfly Massage. The applicant was not present to speak. Ms. Hiniker recognized efforts made by the White Bear Lake Police Department to monitor these activities in the City. She also explained that tighter revisions to the Massage Ordinance will be brought for first reading in January, 2019.

It was moved by Councilmember **Jones**, seconded by Councilmember **Engstran** to adopt **Resolution No. 12313** revoking massage therapist establishment license for Red Dragonfly Massage LLC.

Motion carried unanimously.

- D. Resolution ordering preparation of a feasibility report for the 2019 Street Reconstruction Project and the 2019 Mill and Overlay Project, City Project Nos.: 19-01, 19-06, 19-13.

City Engineer Paul Kauppi described two components of the 2019 Street Improvement Program, including full reconstruction and mill & overlay. Full reconstruction entails complete removal of pavement, addition of curb, gutter, storm sewer and rehabilitation of sanitary sewer and water main systems. He reviewed three areas of the City that are slotted for full reconstruction in 2019. Mr. Kauppi explained that a neighborhood meeting was held on November 27th, which was attended by approximately 50 residents and the project was well received.

Mr. Kauppi reviewed the mill and overlay projects planned for 2019. He explained that roads should last 25 years initially, then a mill and overlay should last another 20-25 years before another full reconstruction would be needed. The neighborhood meeting for mill and overlay projects is scheduled for January 16, 2019.

Mr. Kauppi explained that at this point in time, staff is asking Council to order the feasibility report to identify the extent of work and costs associated with these proposed projects.

Councilmember Jones asked if this maintenance was part of the schedule or if there were issues with the bituminous. Mr. Kauppi explained that these areas are generally in good shape currently. It was confirmed this is a scheduled mill and overlay assessment and was not due to premature failure.

It was moved by Councilmember **Walsh**, seconded by Councilmember **Edberg** to adopt **Resolution No. 12314** receiving feasibility report and ordering a public hearing for 2019 Street Reconstruction Project / 2019 2019 Mill and Overlay Project, City Project Nos.: 19-01, 19-06, 19-13.

Motion carried unanimously.

- E. Resolution authorizing YMCA Revenue Conduit Debt

Finance Director Rambow reported that Council adopted a preliminary resolution on November 27th authorizing an official bond statement position to be issued for the YMCA. Today Council is considering a resolution authorizing issuance of debt for the

YMCA. Mr. Rambow explained this debt consolidation is the sole responsibility of the YMCA. He stated this is a refunding issue that will result in significant reduction in interest savings for the YMCA.

Julie Eddington with Kennedy and Graven addressed the Council. She stated this item was noticed as a public hearing for tonight. YMCA bonds require a public hearing because this is the first time White Bear Lake will be issuing for the full \$22 million. She stated the bonds are refunding various debt throughout the region, including White Bear Lake.

Mayor Emerson opened a public hearing at 9:02 p.m. but as no one came forward to speak, the public hearing was closed.

Councilmember Edberg inquired as to the amount of capital the City pledged over ten years for the original YMCA reconstruction in White Bear Lake. Mr. Rambow responded that the City committed \$2,725,000 million, which was an internal borrowing. He stated those funds are now going toward repayment of the Sports Center debt, which will last approximately eight more years. Councilmember Edberg asked if there was any connection between the resources the City put in and this proposed refinancing. Mr. Rambow stated there was no connection.

It was moved by Councilmember **Jones**, seconded by Councilmember **Edberg** to adopt **Resolution No. 12315** authorizing YMCA Revenue Conduit Debt.

Motion carried unanimously.

F. Resolution authorizing Century Hills Housing Revenue Conduit Debt

Finance Director reported this is a request by Century Hills to issue debt to help renovate the facility. He stated the City would have no responsibility to repay these revenue bonds.

Councilmember Edberg inquired as to public policy enabling a City to assist a private owner such as this with their housing stock. Julie Eddington with Kennedy and Graven explained the federal tax code allows for a tax exemption that must flow through cities in order to give non-profits a break on their interest rate. The reason behind this tax exemption is to promote non-profit activities.

Ms. Eddington explained this particular project is an affordable housing project that has been in the city for a long time. Century Hills intends to reinvest in the project, do some capital improvements and issue some new allocation bonds. Ms. Eddington explained, this resolution gives them the ability to approach the state and request that allocation, which has been in great demand.

Councilmember Edberg asked if Century Hills was a non-profit. Ms. Eddington explained they are not a non-profit, but there is a provision in the tax code that permits this exemption for for-profit developers if they are doing something for the public good, which is providing affordable housing to low income renters.

Councilmember Edberg asked what standards the developer is held to over time that ensures the public good has been served. Ms. Eddington stated that the Bond Council

will ensure Century Hills enters into a regulatory agreement that is recorded against the property. They are planning 40% of units to be affordable to 60% of median income or less. Ms. Eddington explained that if they get additional tax credits, they are also required to have rent restrictions on affordable units.

Councilmember Edberg asked if Century Hills could acquire this bond, flip the property and walk away. Ms. Eddington explained that with respect to bonding, the income restrictions under the tax code must remain effective for 15 years regardless of the owner. Generally speaking when there are housing bonds, there is a trustee with respect to the bonds and a covenant recorded against the property to follow the owner.

In response to Councilmember Walsh, Mr. Rambow stated that the City will collect a 0.25% of the issue for its efforts.

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn** to adopt **Resolution No. 12316** authorizing Century Hills Housing Revenue Conduit Debt.

Motion carried unanimously.

G. Resolution approving 2019 International Union of Operating Engineers Local 49 – Public Works Contract

City Manager Hiniker stated that staff and the union negotiated in good faith and reached an agreement with the insurance the same as approved by non-bargaining employees. The City proposes to cover the additional cost of insurance premiums. Ms. Hiniker reported that if this two-year contract is approved, there will be a 2020 reopener to address insurance contributions.

Ms. Hiniker stated that standby pay in 2019 would be increase \$15 and increase by \$25 in 2020. She also reported that clothing pay for safety shoes and work clothing is proposed to increase from \$300 to \$400, still below many other entities providing \$600 - \$700. Most significantly, Ms. Hiniker explained the maintenance positions are being merged together to reduce variations in pay, which will result in a 3% increase in the hourly rate of pay. An additional 1% market adjustment is also being recommended for 2019.

It was moved by Councilmember **Edberg**, seconded by Councilmember **Engstran** to adopt **Resolution No. 12317** approving 2019 International Union of Operating Engineers Local 49 – Public Works Contract.

Motion carried. Councilmember Walsh nay.

H. Resolution in support of White Bear Lake participation in ClimateSmart exchange

City Manager Hiniker reported that the City received a formal invitation from the University of MN to join the ClimateSmart program. Ms. Hiniker explained this program is funded by the Federal Republic of Germany in collaboration with the University of MN's Institute on the Environment. Its purpose is to facilitate an exchange of information between select cities in MN and Germany. Duluth, Rochester, Morris, Warren and Elk River have participated for the last three years. Ms. Hiniker stated the City of White Bear Lake has been invited to partner with the City of Ludenscheid.

Ms. Hiniker noted that some of the projects the City is considering include street lighting retrofits, building energy efficiencies and electric vehicle charging stations. She explained that Ludenscheid has an institute specific to LED lighting.

Ms. Hiniker explained this is a two-year commitment with 2020 dates still unknown. Germans will visit MN from June 8 – 15, 2019 and Minnesotans would visit Germany from September 20 – 28, 2019 for which the City would provide airfare. If approved, the City of White Bear Lake commits to accelerating energy conservation and use of alternative sources of energy, as well as serving as a mentor or the MN communities. Ms. Hiniker stated that an intern from a German University would also come to work in White Bear Lake for three months, which would require a small stipend.

It was moved by Councilmember **Engstran**, seconded by Councilmember **Biehn** to adopt **Resolution No. 12318** in support of White Bear Lake participation in ClimateSmart exchange.

Motion carried. Councilmembers Jones and Walsh nay.

10. HOUSING AND REDEVELOPMENT AUTHORITY

Chair Doug Biehn called the Housing and Redevelopment Authority to order at 9:29 p.m. Refer to the minutes of the Housing and Redevelopment Authority for action taken that included the following items:

- A. Roll Call
- B. Approval of the February 13, 2018 HRA Meeting Minutes
- C. Resolution not waiving the monetary limits on Municipal Tort Liability established by Minnesota Statutes 466.04 for Housing and Redevelopment Authority.
- D. Adjournment

Mayor Emerson reconvened the City Council meeting at 9:31 p.m.

11. CONSENT

- A. Acceptance September Park Advisory Commission Minutes; October White Bear Lake Conservation District Minutes, November Planning Commission Minutes
- B. Resolution not waiving the monetary limits on Municipal Tort Liability established by Minnesota Statutes 466.04. **Resolution No. 12319**

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

Motion carried.

12. DISCUSSION

Nothing scheduled

13. COMMUNICATIONS FROM THE CITY MANAGER

- Mayor Emerson proudly displayed an award received from Minnesota Monthly Magazine bestowed upon White Bear Lake as the “Best Minnesota Town of 2018”. She also referenced the Governor’s Proclamation given to the City in honor of this distinction. As winners, the City receives a media ad valued at \$50,000 and a party.
- Brian Hensien, the City’s new Cable-caster was introduced.
- Lake Links meeting was held last night to discuss South Shore Boulevard. Joe Lux from the County reported they are nearing completion of the right-of-way study and were pleased to discover that most of the right-of-way is about 66 feet to allow for the trail. Ramsey County hoped to go out for an RFP this summer for design of this project.
- Rush Line open house on Thursday, January 10th, most likely in City Hall, although a larger venue is being sought. The Council will be considering this item at the second meeting in January.
- Council calendar for work sessions in 2019 was provided to Council. Ms. Hiniker pointed out that Saturday, February 23rd will be a strategic planning session.
- Work Session reminder for Monday at 6:00 p.m. in the Expansion Room.
- Remember to move cars from the streets when it snows so to facilitate plowing.
- Finance Director Don Rambow’s retirement date was announced for February 22, 2019.

14. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Biehn** seconded by Councilmember **Jones** to adjourn the regular meeting at **9:46 p.m.**

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Richter, City Manager

Date: January 3, 2019

Subject: **Resolution approving and ratifying the Legal Services Agreement for representation in litigation related to damages incurred from contamination of stormwater sediments related to chemicals from coal tar sealants.**

BACKGROUND

The City held a closed session meeting on November 29, 2017, pursuant to Minnesota Statute Section 13D.05, Subd. 3(B), at which Robin Greenwald from Weitz & Luxembourg out of New York presented information related to participation in a lawsuit to recover damages resulting from the sale and use of coal tar-based sealants.

As was discussed, coal tar sealants contain high concentrations of polycyclic aromatic hydrocarbons (PAHs), which are chemical compounds that form when coal is incompletely burned. PAHs are a serious environmental hazard and do not break down easily; they can stay in the environment for extremely long periods of time. The refined coal tar products at issue are made from raw or crude coal tar – a toxic byproduct of coal coking. The manufacturers market and sell their tars for use in sealants or coatings put down by paving companies and homeowners. The pavement sealants wear out after exposure to the elements, tires, and snowplows, releasing small toxic particles containing PAHs and other chemicals from the refined coal tar into the environment. These toxic particles then run off into lakes and ponds where they are harmful to the environment and impose expensive cleanup costs.

Because of their toxicity, White Bear Lake was the fourth city in the nation, first in Minnesota, to ban the use and sale of coal tar-based sealcoats in 2010, followed by statewide legislation in 2013; however, the degradation of previously applied coal tar sealants continues to cause environmental harm and necessary remediation throughout the state. The City has numerous stormwater receiving waters that have been collecting runoff sediments for 30-40 years, many of which are in need of dredging to ensure they continue to function properly. Sediments with higher concentrations of PAHs must be managed as hazardous waste, at least tripling the cost of disposal.

The Council held a second closed session meeting on April 10, 2018 to further discuss the litigation and directed staff to work with participating cities to finalize a legal services agreement. However, because no formal action can be taken in a closed session, the Council is

asked now to consider the attached Legal Services Agreement as drafted over several months by attorneys representing participating communities.

Through cost recovery litigation, participating cities are seeking reimbursement for the additional costs of increased testing of stormwater pond sediments, increased past disposal, and expected increase in future disposal of sediments. As outlined in the attached agreement, the litigation will be financed by the legal team. The Legal Services Agreement indicates the attorneys are paid a contingency fee calculated on the amount of the damages recovered, if any, and the City is not liable for any costs associated with outside legal services. Additionally, the Legal Services Agreement has a clause that permits the City to withdraw from the lawsuit at any time upon written notice, without compensatory obligations.

On Friday, December 28, 2018, lawsuits were filed on behalf of Burnsville, Bloomington, Maple Grove, Eden Prairie, Minnetonka, White Bear Lake and Golden Valley, with more expected to follow. While timing for the recent filing was critical, it is not binding. And again, while ratifying the agreement does bind the City to terms of any settlement, it includes a clause that permits the City to withdraw from the lawsuit at any time.

SUMMARY

The City Council met in closed session on two occasions to discuss the coal tar litigation and directed staff to work toward finalizing a legal services agreement. The attached agreement was negotiated among all participating cities and has been reviewed by the City's legal counsel.

RECOMMENDATION

Staff recommends approval of the attached resolution approving and ratifying the legal services agreement for representation in litigation related to damages incurred from contamination of stormwater sediments related to chemicals from coal tar sealants.

ATTACHMENTS

Resolution

RESOLUTION NO.

RESOLUTION APPROVING AND RATIFYING THE LEGAL SERVICES AGREEMENT FOR REPRESENTATION IN LITIGATION RELATED TO DAMAGES INCURRED FROM CONTAMINATION OF STORMWATER SEDIMENTS RELATED TO CHEMICALS FROM COAL TAR SEALANTS

WHEREAS, coal tar contains high concentrations of PAHs (poly aromatic hydrocarbons) that migrate from driveways and parking lots into stormwater bodies; and

WHEREAS, cities must test for PAHs before dredging ponds and in the near future will be required to perform work to restore the water quality function of ponds; and

WHEREAS, remediation of contaminated stormwater ponds is very costly and will continue on into the future; and

WHEREAS, refiners and sealant manufactures knew that their products would erode as the product instructions require reapplication every few years; and

WHEREAS, cities are seeking compensatory damages for past and future costs of testing waste/sediment and past and future costs of removing and disposing of that waste from stormwater ponds; and

WHEREAS, the White Bear Lake City Council held two closed sessions pursuant to Minnesota Statue Section 13D.05, Subd. 3(B) to discuss potential litigation and directed staff to work with participating cities to finalize a legal services agreement; and

WHEREAS, the City Attorney worked with attorneys representing other participating cities to draft a legal services agreement that represents the City's interests and minimizes its financial exposure, and

WHEREAS, the resulting legal services agreement ("Legal Services Agreement") is among the firm Weitz & Luxenberg, P.C. (W&L); the Super Law Group (SLG), and Gray, Plant, Mooty, Mooty & Bennett, P.A. as local counsel and the City of White Bear Lake; and

WHEREAS, the Legal Services Agreement indicates the attorneys are paid a contingency fee calculated on the amount of the damages recovered, if any, and the City is not liable for any costs associated with outside legal services; and

WHEREAS, City may discharge the attorneys at any time by written notice without obligation to participate in attorney costs.

RESOLUTION NO.

NOW, THEREFORE, BE IT RESOLVED, that the White Bear Lake City Council does hereby approve and ratify the Legal Services Agreement effective as of the effective date indicated herein.

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

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement, executed in duplicate with each party receiving an executed original, is made between the firm Weitz & Luxenberg, P.C. (W&L); the Super Law Group (SLG), and Gray, Plant, Mooty, Mooty & Bennett, P.A. (GPM), as local counsel (as their respective roles are set forth among them in separate written Association Agreements) (collectively: Attorney) and the City of White Bear Lake (Client).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. Client is retaining the law firms, and attorney services to be provided to Client will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates Ellen Hiniker, or her designee, as the authorized representative to direct Attorney and to be the primary individual to communicate with Attorney regarding the subject matter of Attorney's representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorney and other representatives of Client.
4. LEGAL SERVICES TO BE PROVIDED. Attorney will provide legal services to Client with respect to claims and actions for damages and injunctive relief arising from contamination of sediments in stormwater ponds and in other municipal waters from polycyclic aromatic hydrocarbons (PAHs) and other related chemicals from coal tar sealants (Contamination), as set forth further in separate written Association Agreements among them (collectively the Claims). Attorney will seek to recover damages sustained by the Client as a result of the Contamination, including the past, present, and future costs incurred to address the Contamination in stormwater ponds and in other municipal waters.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Attorney will not provide legal services with respect to (a) defending any legal action or claim against the Client commenced by any person, or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency and the Minnesota Pollution Control Agency. With Client's permission, however, Attorney may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorney to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorney and Client will be required. Notwithstanding the above, Attorney will provide legal services for all cross-claims, counterclaims, and other claims and actions asserted in connection with the Claims and as set forth further in separate written Association Agreements among them.
6. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this Agreement and separate written Association Agreements among the Attorney law firms, keep Client informed of progress and developments, and

respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney, disclose to Attorney all facts relevant to the claim, keep Attorney reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial. Client has final authority over litigation decisions, recognizing Attorney's wide discretion on day-to-day litigation matters.

7. ATTORNEYS' FEES. Attorney will receive a fee calculated as a contingency fee on any damages recovery ("Contingency Fee"), or the amount of any fee award that is given as part of a settlement or granted by the court and is separate and apart from the damages recovery and contemplated to specifically constitute fees for Attorney ("Attorney Fee Award"), or a combination of the Contingency Fee and Attorney Fee Award, as determined and explained below in this paragraph, paragraph 7.B and subject to paragraph 8.

Attorney will receive no less than a Contingency Fee which will be calculated as described below.

A. Calculation of Contingency Fee.

The Attorney will receive a Contingency Fee according to the following schedule:

- 15% of Gross Recovery if the case settles before the filing of a complaint.
- 20% of Gross Recovery if the case settles after the filing of the complaint but before any discovery begins.
- 25% of Gross Recovery if the case settles after the filing of a complaint and after commencement of discovery in the case, but before trial.
- 28% of Gross Recovery if the trial commences.

In the event of an appeal of a final judgment of the case at the close of discovery or after trial, the Contingency Fee shall be thirty percent (30%) of any recovery.

All Contingency Fees are to be calculated based on Client's Gross Recovery as defined in paragraph 7.B. In the event there is an Attorney Fee Award (as defined above), the entire Attorney Fee Award will be paid to Attorney. If the Attorney Fee Award is less than the amount of the Contingency Fee that would be due to Attorney as calculated above, Attorney will receive an amount from Client's Gross Recovery that will bring the Attorney Fee Award equal to the amount that would be paid as the Contingency Fee. If the Attorney Fee Award is more than the amount that the Contingency Fee would be as calculated above, Attorney will receive no more fees in addition to, and over and above, the Attorney Fee Award and shall retain any amounts that exceed the amount that the Contingency Fee would have been.

In the event the court awards fees as a sanction against an opposing party, any fees

awarded to Attorney or to Client as part of a sanction against another party are paid to Attorney and are not included in calculating the Attorney Fee Award or the Contingency Fee.

W&L, SLG, and GPM will agree to an appropriate division among them of any and all fees, including the Contingency Fee and any Attorney Fee Award, and consistent with the Minnesota Rules of Professional Conduct and the New York Rules of Professional Conduct, will inform Client of the division and obtain Client's agreement in writing.

B. Definitions:

"Gross Recovery" means the total recovery, whether by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Recovery" shall include: (1) the then-present value of any monetary payments to be made to Client; and/or (2) the fair market value of any non-monetary property and services to be transferred or rendered for the benefit of Client. "Recovery" does not include any Attorney Fee Award (as defined in paragraph 7.A). "Recovery" may come from any source, including, but not limited to, the adverse parties to the Action or their insurance carriers or any third party, whether or not a party to the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client will mutually agree to a method for an appraisal and the individual who will conduct the appraisal. Such appraisal shall be binding and will be conducted to determine this value.

8. **COSTS AND EXPENSES.** It will be necessary for Attorney (as set forth in further in separate written Associations Agreements among the Attorney law firms) to incur and advance certain court costs and other types of expenses for Client. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging, and meals); computer forensics providers; document depositories; deposition expenses and court reporter fees; outside trial services providers; trial equipment rental and operation fees; preparation of exhibits and graphics; the costs of briefs and transcripts on appeal; and miscellaneous copying, postage, shipping, and courier expenses. In addition, it will be necessary to employ technical expert witnesses to examine and report on the facts of Client's cause of action. Client agrees that Attorney may, in its discretion and after consultation with Client, employ and pay these expert witnesses. Anticipated costs and expenses of expert witnesses attributable to Client in the prosecution of the case will be submitted to the Client's designee in writing for approval prior to such costs and expenses being incurred. Subject to paragraph 9, Client agrees to reimburse Attorney for all such costs and expenses from Client's share of any Recovery, as defined in paragraph 7.B. Any costs and expenses incurred by Attorney prior to April 17, 2018 will be paid by Attorney and will not be reimbursed from any Gross Recovery.

Client understands that Attorney may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that

Attorney may, in its reasonable discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any Recovery.

In some instances, it may be necessary or advisable for Attorney to retain special outside counsel to assist on matters other than prosecuting the Claims as described in paragraph 5 above. Examples of such instances include the following: a defendant may seek bankruptcy protection; a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorney may retain such special outside counsel to represent Client when Attorney deems such assistance to be reasonably necessary or advisable. Before the association becomes effective, Client shall have the opportunity to consent in writing to the terms of the arrangement after being advised of 1) the identity of the lawyer or law firm involved, 2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and 3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. Fees for such outside counsel shall be paid from the total attorneys' fees described in paragraph 7 above and shall not be considered a cost or expense and shall not increase the amount of fee owed by Client.

9. REIMBURSEMENT OF COSTS, EXPENSES AND DISBURSEMENTS. In the event that there is no recovery, Client shall not be required to pay Attorney a fee for their services or to reimburse Attorney for costs, expenses and disbursements made in connection with the institution and prosecution of the claim.
10. REPRESENTATION OF RELATED INTERESTS. Attorney shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other litigation relating to the Contamination or similar litigation without the consent of Client, subject to the requirements of the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct relating to conflicts of interest. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorney's current and continuing representation of other entities in similar litigation. In any legal services agreement that Attorney enters with another Minnesota client regarding litigation against the same or substantially same defendants for the same or substantially the same causes of action for damages from contamination from coal tar sealant, if the terms and conditions of the legal services agreement are more favorable to that client than this Agreement, the Attorney must offer the same terms to Client.
11. SETTLEMENT. Attorney will not settle Client's Claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.
12. POWER OF ATTORNEY. Client gives Attorney a power of attorney to execute all reasonable and necessary documents connected with the performance of legal services

provided under this agreement including pleadings, verifications, dismissals and orders. Client's Claim will not be settled without obtaining Client's consent.

13. **ATTORNEY'S LIEN.** Attorney will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of its representation of Client under this Agreement and on all proceeds of any Recovery obtained (whether by settlement, arbitration award, court judgment or other means), to the extent that such fees, costs and proceeds are due and payable to Attorney under this Agreement.
14. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. In the event that Attorney is discharged, for whatever reason, and if Client later receives a Gross Recovery, Client remains obligated to pay Attorney a reasonable and proportionate (based on work performed) share of the percentage as agreed in paragraph 7.A and to reimburse Attorney for all reasonable costs and expenses.
15. **WITHDRAWAL OF ATTORNEY.** Client and Attorney agree that if, after investigation of the facts and research of the law, Attorney believes that Client's Claims are of limited merit, Attorney may terminate this agreement with Client prior to and without filing suit, and said termination will release Attorney from any further action on Client's claim and discharge Attorney from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorney. After filing suit, Attorney may withdraw as permitted under the New York Rules of Professional Conduct and Minnesota Rules of Professional Conduct. Upon termination of representation, Attorney shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, and will surrender papers and property to which Client is entitled. Notwithstanding Attorney's withdrawal after filing suit, Client will remain obligated to pay Attorney as provided in paragraph 14 above for all services provided, and to reimburse Attorney for all reasonable costs if Attorney's withdrawal is due to Client's failure to cooperate with Attorney in the prosecution of the case.
16. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorney will release promptly to Client upon request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not. If Client has not requested its papers and property within ninety days after Attorney has given Client written notice that the case is over and that those papers and property are available to Client, however, Attorney may dispose of those papers and property.
17. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorney, and any associate counsel or paralegal provided through Attorney, in the performance of services hereunder is

that of independent contractor and not that of employee of the Client, and no other wording of this agreement shall stand in derogation of this paragraph. The fees and costs paid to Attorney hereunder shall be deemed revenues of their respective law office practices and not as remuneration for individual employment apart from the business of that law office.

18. **NOTICES.** All written notices and communications to Client relating to this agreement shall be mailed to or personally delivered to [insert name, entity and address], and written notices and communications to Attorney relating hereto shall be mailed to or personally delivered to Robin Greenwald, Weitz & Luxenberg, P.C., 700 Broadway, New York, New York 10003; Edan Rotenberg, Super Law Group, 180 Maiden Lane, Suite 603, New York, NY 10038; and Janet C. Evans, Gray, Plant, Mooty, Mooty & Bennett, P.A., 500 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402-3796.
19. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this Agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
21. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. In addition, Client and Attorney agree that any disputes arising from the provision that is held unenforceable, void, or voidable will be resolved in accordance with paragraph 23.
22. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
23. **GOVERNING LAW; DISPUTES ARISING UNDER AGREEMENT; VENUE.** This Agreement will be controlled by the laws of the State of Minnesota, without regard to conflict of law provisions. Client and Attorney agree to submit any controversy, claim, or dispute arising out of or relating to this Agreement, its performance, and/or breach to non-binding mediation services before a certified Minnesota qualified neutral mutually acceptable to Client and Attorney. The mediation must be conducted at a location mutually agreed upon by the parties in the seven-county Twin Cities metropolitan area. The cost of the mediator's services will be shared equally by the parties. If either party does not agree with the outcome of the mediation, the parties may seek remedies available under law. Any litigation commenced with respect to such disputes must be commenced in Minnesota state district court in Hennepin County, Minnesota.
24. **AUDIT DISCLOSURE.** Attorney must allow Client or its duly authorized agents reasonable access to the Attorney's books and records related to expenses, costs and time spent in

furtherance of the services provided under this Agreement, including books and records related to expenses, costs and time spent by any approved subcontractors in furtherance of the services provided under this Agreement for a period of six years after the effective date of this Agreement, subject to the attorney client privilege, work product doctrine or any other valid and applicable protection.

25. **SUBCONTRACTOR.** This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a. Attorney may not enter into subcontracts for services provided in this Agreement except as allowed by this Agreement or with the Client's prior consent. Attorney agrees to pay any subcontractor within ten days of the Attorney's receipt of payment from the Client for undisputed services provided by the subcontractor as is described in Paragraph 8, unless any subcontractor previously has been paid in full by Attorney. Attorney must pay interest of 1.5% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For any unpaid balance of less than \$100, the Attorney must pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Attorney must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
26. **GOVERNMENT DATA.** Attorney acknowledges that, to the extent this Agreement requires Attorney to perform a government function, all of the data created, collected, received, stored, used, maintained or disseminated by Attorney in performing government functions is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. § 13.01 *et. seq.* the "MGDPA"), except to the extent the data is privileged pursuant to the attorney client privilege or work product doctrine, or any other appropriate exception to or exclusion from the MGDPA, and that Attorney must comply with the MGDPA as if Attorney were a government entity, including the remedies in Minn. Stat. §13.08, subject to the attorney client privilege, work product doctrine, or any other appropriate exception to or exclusion from the MGDPA. Attorney agrees to promptly notify Client of any request for data that Attorney receives related to this Agreement.
27. **EQUAL OPPORTUNITY.** During the performance of this contract, the Attorney and any subcontractor must not discriminate against any employee or applicant for employment, or participant in work to be provided under this Agreement, by reason of any characteristic or classification protected by state or federal law. Attorney and any subcontractor must comply with the anti-discrimination rules, laws and regulations applicable in the state where Attorney and any subcontractor are located.
28. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date when, having been executed by Client, one copy of the Agreement is received by Attorney. Once effective, this Agreement will, however, apply to services provided by Attorney on this matter before its effective date.
29. **EXECUTION.** This Agreement may be executed by transmittal of facsimile signature counterparts. Attorney agrees to provide Client with an original executed Agreement upon the request of Client.

This agreement and its performance are subject to the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct.

The foregoing is agreed to by:

CITY OF WHITE BEAR LAKE

By: _____
Jo Emerson, Mayor

Dated: _____

CITY OF WHITE BEAR LAKE

By: _____
Ellen Hiniker, City Manager

Dated: _____

WEITZ & LUXENBERG, P.C.

By: _____
Robin L. Greenwald

Dated: _____

SUPER LAW GROUP

By: _____
Edan Rotenberg

Dated: _____

GRAY, PLANT, MOOTY & BENNETT, P.A.

By: _____
Nancy Q. Burke

Dated: _____

This agreement and its performance are subject to the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct.

The foregoing is agreed to by:

CITY OF WHITE BEAR LAKE

By: _____
Jo Emerson, Mayor

Dated: _____

CITY OF WHITE BEAR LAKE

By: _____
Ellen Hiniker, City Manager

Dated: _____

WEITZ & LUXENBERG, P.C.

By: Robin L. Greenwald
Robin L. Greenwald

Dated: 11/13/2018

SUPER LAW GROUP

By: _____
Edan Rotenberg

Dated: _____

GRAY, PLANT, MOOTY & BENNETT, P.A.

By: _____
Nancy Q. Burke

Dated: _____

This agreement and its performance are subject to the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct.

The foregoing is agreed to by:

CITY OF WHITE BEAR LAKE

By: _____
Jo Emerson, Mayor

Dated: _____

CITY OF WHITE BEAR LAKE

By: _____
Ellen Hiniker, City Manager

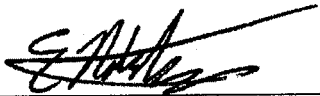
Dated: _____

WEITZ & LUXENBERG, P.C.

By: _____
Robin L. Greenwald

Dated: _____

SUPER LAW GROUP

By:  _____
Edan Rotenberg

Dated: November 13, 2018

GRAY, PLANT, MOOTY & BENNETT, P.A.

By: _____
Nancy Q. Burke

Dated: _____

This agreement and its performance are subject to the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct.

The foregoing is agreed to by:

CITY OF WHITE BEAR LAKE

By: _____
Jo Emerson, Mayor

Dated: _____

CITY OF WHITE BEAR LAKE

By: _____
Ellen Hiniker, City Manager

Dated: _____

WEITZ & LUXENBERG, P.C.

By: _____
Robin L. Greenwald

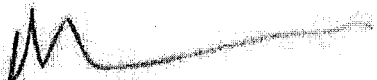
Dated: _____

SUPER LAW GROUP

By: _____
Edan Rotenberg

Dated: _____

GRAY, PLANT, MOOTY & BENNETT, P.A.

By:  _____
Nancy Q. Burke

Dated: November 1, 2018



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Councilmembers

From: Ellen Richter, City Manager

Date: December 21, 2018

Subject: **Appointment of City Council representatives to various organizations**

BACKGROUND

Annually, the City Council designates representatives to various organizations of which the City is a member.

SUMMARY

Current City Council representation includes:

<u>Organization</u>	<u>Representative</u>	<u>Alternate</u>
Rush Line	Jo Emerson	Kevin Edberg
Ramsey County League of Local Governments	Doug Biehn	Steven Engstran
Vadnais Lake Area Water Management Organization	Dan Jones	Bill Walsh
Ramsey County Dispatch Policy Committee	Doug Biehn	Dan Jones
Northwest Youth and Family Services	Bill Walsh	n/a

Rush Line – “The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley, consisting of 23 urban, suburban and rural communities linked by a common need to be mobile and connected. The task force is a 23-member board of city, county and township elected officials who plan transit improvements that enhance mobility, promote economic development and preserve community and environmental assets within the Rush Line Corridor.” Meetings typically occur on the 3rd Thursday of every month in the afternoon.

<http://www.rushline.org/#!task-force/c1enr>

Ramsey County League of Local Governments – “The mission of the RCLLG is to foster cooperation among Ramsey County units of government thereby increasing the effectiveness and efficiency of public service delivery.” Typically meetings occur Thursday evenings.

<http://www.mngts.org/rcllg/index.html>

Vadnais Lake Area Water Management Organization – “VLAWMO was formed in 1983 to protect the Vadnais Lake watershed area in northern Ramsey County and a small portion of Anoka County, Minnesota. VLAWMO covers approximately 25 square miles in the northeast metropolitan area. The watershed encompasses the City of North Oaks, and portions of the Cities of White Bear Lake, Gem Lake, Vadnais Heights, Lino Lakes, and White Bear Township. The VLAWMO Board of Directors consists of one elected official from each of the six cities within the watershed.” The VLAWMO Board meets on the 4th Wednesday of every other month at 7:00 p.m.

<http://www.vlawmo.org/about>

Ramsey County Dispatch Policy Committee – The Mayor or one member of the City Council may represent the City on the Dispatch Policy Committee. This committee shall assist the County in reviewing, evaluating and making recommendations regarding performance of the Dispatch Center - ensuring that the service meets the needs and expectations of the communities and public safety user agencies. Meetings are scheduled approximately two months in advance based on availability of the group.

Northeast Youth and Family Services – The mission of NYFS is to empower people “to make lasting changes that will benefit them and our community for years to come. We work with youth and family of all ages and abilities but our primary focus is on youth ages 5-21 because we know that early intervention and a family-based approach to problems can transform lives.” Board Meetings are typically held at 7:30 p.m. on the fourth Thursday of every month except November and December.

RECOMMENDED COUNCIL ACTION

Staff recommends Council appoint members and alternates, and adopt the resolution appointing City Council representatives to various committees in 2019.

ATTACHMENTS

Resolution

RESOLUTION NO.

RESOLUTION APPOINTING CITY COUNCIL REPRESENTATIVES TO VARIOUS ORGANIZATIONS FOR THE YEAR 2019

WHEREAS, the City Council provides representation on various organizations on behalf of the City of White Bear Lake; and

WHEREAS, 2019 organizations consist of Rush Line, Vadnais Lake Area Water Management, Ramsey County League of Local Governments, Ramsey County Dispatch Policy Committee and Northeast Youth and Family Services; and

WHEREAS, the City Council designates a representative and an alternate every year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of White Bear Lake, that the following City Council representatives and alternates be in effect for 2019:

<u>Organization</u>	<u>Representative</u>	<u>Alternate</u>
Rush Line		
Vadnais Lake Area Water Management Organization		
Ramsey County League of Local Governments		
Ramsey County Dispatch Policy Committee		
Northeast Youth and Family Services		

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Councilmembers

From: Ellen Richter, City Manager

Date: January 3, 2019

Subject: **Renewal of Legal Retainers and Rates**

BACKGROUND

The City Charter assigns to the City Council the responsibility for annual appointment of the City Attorneys. The Charter also defines the duties and responsibilities of the City Attorney. Specifically, the City Charter provides:

Section 4.20. City Attorney.

“The City Council shall have the power to appoint a City Attorney or Attorneys and fix the compensation to be paid to said City Attorney or Attorneys, who shall be a member or members of the bar of the State of Minnesota. Such attorney or attorneys may be appointed for one year, but shall be removable at the pleasure of the Council.”

Section 4.21. City Attorney -- Duties.

“The duties of such City Attorney or Attorneys shall include:

To act as the legal advisor, attorney and counsel for the City and for all officers, departments, and agencies thereof, on City business;

To prosecute all suits, actions and proceedings for and on behalf of the City, and defend all suits, actions and proceedings against the City;

To prepare all contracts, bonds, and other legal instruments, in writing, in which the City is interested or concerned, and endorse upon each an approval form; however, an approval of bonds to be issued by the City may be covered by separate certificate which is to be filed with the records of the City Council;

To be the prosecuting attorney for the prosecution of violations of City ordinances and franchises;

To perform such other duties as may be required by ordinance or resolution.”

SUMMARY

Prosecuting Attorney Robb Olson was appointed in 2017 by the City Council for a term of three years, expiring January 31, 2020. Since the Charter states that the City shall designate its attorney's at the first meeting January, an appointment resolution for 2019 has been established with the same payment terms as 2017. As noted in the table below, the 2017 rate increase in prosecutorial costs were the result of more aggressive effort to prosecute domestic abuse cases and DUI arrests.

Andy Pratt of Eckberg Lammers PC was appointed lead counsel in August, 2017 following the retirement of Roger Jensen. Due to personal circumstances, Mr. Pratt is not seeking renewal of the contract for 2019 services. An RFP for on-going legal services will be prepared for Council's consideration; meanwhile, as discussed with the Council subcommittee, staff recommends the municipal law firm Kennedy & Graven be appointed for a six month period, with Troy Gilchrist serving as Lead Attorney; the firm is honoring it rates outlined in its 2017 proposal.

<i>City Attorney – Counselor</i>	Monthly retainer	Hourly rate	Developer-reimbursed rate
2018 contract costs	\$3,085/mo.	\$155/hr.	\$215/hr.
2019 contract costs (6 mos)	\$3000/mo.	\$160/hr.	\$200/hr.

The City has worked with a variety of attorneys at Kennedy & Graven over the years for specialized services, including Julie Eddington, who serves as the City's Bond Counsel. Mr. Gilchrist, a shareholder and current President of the company's executive board, represents the City of Brooklyn Center, City of Crystal, the Minnetonka Water Conservation District, local watershed districts and a variety of other smaller municipalities and townships throughout the state.

The annual costs for legal services since 2014 are represented below:

	2014	2015	2016	2017	2018	2019
Prosecution	\$148,002	\$136,520	\$138,710	\$156,133	\$154,750**	\$148,900**
Counselor	\$96,389	\$79,441	\$92,810	\$95,935	\$65,500**	\$70,500**
	\$244,391	\$215,961	\$231,520	\$245,400	\$220,250**	\$239,400**

*represents two months of "overlapping" payments.

** projected

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution appointing the City Attorneys and setting fees for 2019.

ATTACHMENTS

Resolution appointing City Attorney – Counselor

Resolution appointing City Attorney - Prosecutor

RESOLUTION NO.

**RESOLUTION DESIGNATING CITY ATTORNEY
-- COUNSELOR --**

WHEREAS, the City seeks legal advice and services related to municipal civil matters; and

WHEREAS, after careful review and consideration of the City's legal needs and the qualifications of eleven law firms responding to the City's request for proposals, the City Council has chosen to appoint Troy Gilchrist from the firm Kennedy & Graven as City Attorney with occasional adjunct assistance from other associates he may assign; and

WHEREAS, the City Council desires to establish the terms and conditions of the City Attorney appointment,

BE IT RESOLVED by the City Council of the City of White Bear Lake that pursuant to §4.20 of the White Bear Lake Home Rule Charter, Tony Gilchrist and the firm Kennedy & Graven are hereby appointed City Attorney-Counselor, for a term expiring June 30, 2019, according to the terms, conditions and responsibilities set forth below.

1. **City Attorney - Duties.** The duties of the City Attorney shall be to act as the legal adviser, attorney and counsel for the City and for all officers, departments, and agencies thereof, on City business; defend all suits, actions and proceedings against the City unless a special attorney is assigned.

To prepare or review as determined as appropriate and necessary all contracts, bonds, and other legal instruments, in writing, in which the City is interested or concerned, and endorse upon each an approval form; however, an approval of bonds to be issued by the City may be covered by separate certificate which is to be filed with the records of the City Council;

To perform such other duties as may be required by ordinance or resolution and to maintain a legal library and support services necessary to fulfill these functions.

Keep the City Council and the City Manager apprised of legal issues and responsibilities through issuance of written opinions and advisory memoranda.

2. **Compensation.** The City Attorney shall be compensated through a monthly retainer and hourly rate as follows:

A. A monthly retainer of \$3,000 shall be paid for the following services:

1. Attend all City Council meetings
2. Review all City contracts/agreements
3. Answer all routine inquiries from City Staff and the City Council
4. Non-litigation employment law inquiries (excludes union negotiations)
5. Statutory interpretation
6. Review of established contracts for annual services, joint powers agreements and vendor services.

RESOLUTION NO.

B. An hourly rate shall be paid for the following services:

1. Circuit court and appellate litigation
2. Complex real estate work (condemnation/land acquisition/easement/ROW)
3. Labor negotiations
4. Administrative hearings
5. Developer project-based services or disputes

Hourly rates for work performed outside of the retainer are as follows:

Attorney:	\$160
Developer Reimbursed Work:	\$200

C. Payment of the retainer and hourly fee shall be made by the City to the Attorney following receipt of a monthly invoice or statement which itemizes each project or suit for which the hourly fee is to be applied providing the date, activity and length of time applied.

The City Attorney will advise the City Manager's Office each time a new account is established for which the hourly fee will be claimed.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO.

RESOLUTION DESIGNATING CITY ATTORNEY -- PROSECUTOR --

WHEREAS, the City seeks legal advice and services relating to municipal criminal matters; and

WHEREAS, after careful review and consideration of the need for legal prosecution services and the qualifications and performance of Mr. Olson, the City Council has chosen to reappoint Robb Olson as the City's Prosecutor; and

WHEREAS, the City Council desires to establish the terms and conditions of the appointment.

BE IT RESOLVED by the City Council of the City of White Bear Lake that pursuant to §4.20 of the White Bear Lake Home Rule Charter, Robb Olson and any qualified attorney so appointed by him to assist, are hereby appointed as the City Attorney-Prosecutor, for a term expiring January 31, 2020 or until a successor is appointed, according to the terms, conditions and responsibilities set forth below.

1. **Prosecutorial Duties.** The duties of the City Attorney-Prosecutor shall be to act as the legal adviser and prosecutor for all municipal criminal matters as determined by the State of Minnesota, District Court of Ramsey County. He shall be responsible for prosecuting all offenses for which such services are required. A regular office must be maintained during routine business hours.
2. **Compensation.** The City Prosecutor shall be compensated through a flat annual fee of \$148,000 for the following services:
 - 1) Court appearances, including arraignments, pre-trial conferences, court trials, omnibus hearings, jury trials, and appeals.
 - 2) All trial preparation work, including the interviewing of witnesses, police officers, defendants, and defense attorneys.
 - 3) Regular conferences in the prosecutor's office or by telephone with patrol officers and investigators while determining whether charges should be brought in any particular case.
 - 3) Transportation costs associated with attending court or court related matters in Maplewood or St. Paul.
 - 4) Training and orientation of White Bear Lake Police Officers which relate to court appearances and testifying.
 - 5) Telephone conferences and advice to Police Department personnel, citizens, City employees, law enforcement agencies and court personnel.
 - 6) Clerical expenses and services.

RESOLUTION NO.

**RESOLUTION DESIGNATING CITY ATTORNEY
-- PROSECUTOR --**

- 7) Meeting and conferences with other prosecutors, court personnel and execution of complaints.
 - 8) Preparation of gross misdemeanor complaints.
 - B. An hourly rate of \$110.00 will be billed separately for work related to forfeiture.
 - C. To receive compensation, the Prosecutor shall submit a monthly invoice for the above stated retainer and an itemized statement for services billed at the hourly rate.
- 3. Service Review.** During the third quarter of each year, the City Council will meet with the Prosecuting Attorney for the specific purpose of discussing legal services provided by the firm representing the City in these capacities. It is the intent of the City Council that any issues relating to the effectiveness of these services shall be discussed at that time.

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

CONTRACT FOR CIVIL LEGAL SERVICES

This CONTRACT FOR CIVIL LEGAL SERVICES (the “Agreement”) is entered into by and between the CITY OF WHITE BEAR LAKE, a home-rule charter city and political subdivision of the State of Minnesota (the “City”), and the law firm of KENNEDY & GRAVEN, CHARTERED, a Minnesota business corporation (the “Law Firm”), for the purpose of utilizing the Law Firm to provide various comprehensive civil legal services to the City.

RECITALS AND COMPENSATION SCHEDULE

1. This Agreement shall be effective from January 1, 2019 to and including June 30, 2019, and then pursuant to Section 4.20 of the Charter of the City of White Bear Lake, Minnesota during which time the City will seek proposals for on-going services.
2. Attorney Troy Gilchrist of the Law Firm shall be designated as the “City Attorney” and shall be responsible for assuring the performance of the Law Firm’s obligations under this Agreement and shall be the initial point of contact for the Mayor, City Council and Department Heads.
3. Compensation: Compensation due from the City to the Law Firm under this Agreement shall be as follows:

- a. **General Services.** The Law Firm will charge a monthly retainer for “general services,” hereafter defined under this Agreement, as follows: \$3,000 per month.
- b. **Extraordinary and Specific Legal Services.** The Law Firm will charge per hour for all legal services provided under this Agreement that are not covered in the monthly retainer as “general services,” as follows:

	2017
Hourly Rate – Attorney	\$160
Hourly Rate – Support Personnel	
Paralegals	\$110
Law Clerks	\$90
Developer-Reimbursed Rate	\$200

All attorneys, paralegals, and law clerks will bill the City at the hourly rates specified above. If a project or transaction is ultimately paid for by a third party, such as a developer, through an escrow or some other reimbursement to the City, the Law Firm will charge at the “Developer-Reimbursed Rate.”

- c. **Expenses to be billed:**
The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of legal services under this Agreement. These costs and expenses include but are not limited to courier or delivery charges, process server fees, court filing

fees, postage, and document recording fees. These fees and expenses will be specified on the Law Firm's monthly invoice to the City.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties hereto agree to the following:

TERMS AND CONDITIONS

1. Scope and Nature of General Services: The parties agree to the following description of the nature of the comprehensive "general services" to be provided by the Law Firm to the City under the retainer fee specified above.

- a. Attendance at regular or special City Council meetings and City board and commission meetings as directed, including but not limited to the City's Planning Commission.
- b. Review of City Council and Planning Commission agenda items and minutes.
- c. Availability for consultation with the City Council, City Manager, Department Heads and other City staff.
- d. Drafting and revisions to various legal documents, ordinances, resolutions, forms, notices, certificates, deeds, correspondence and regulations.
- e. Drafting and revisions to municipal contracts, joint powers agreements, bidding documents, equipment purchase and lease documentation, project plans and specifications, and the like.
- f. Review of contractor/vendor bond and insurance documents.
- g. Ordinance drafting and review.
- h. Research and preparation of legal opinions on municipal or other legal matters as requested by the Mayor, City Council, City Manager or Department Heads.
- i. Provide regular updates on significant developments in laws affecting the City to the City Manager, Mayor, City Council and Department Heads. These updates may take the form of presentations to City staff and City officials on topics selected by the Law Firm and the City, with special emphasis on new developments in the law (e.g. labor/data practices/land use issues).

2. Scope and Nature of Extraordinary and Specific Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm at the specific request of the City hereinafter described the "Extraordinary and Specific Services".

- a. Condemnations
- b. Enforcement of City building, housing and zoning codes, and environmental matters
- c. Development Agreements
- d. Sales of City-owned property
- e. Purchases of private property by the City
- f. Non-routine development of contracts or contract addenda, specifications and contract negotiations
- g. Claims not covered by insurance or as the City's insurance carrier's legal representative
- h. Special assessment-based issues and public improvement projects
- i. Easements and right-of-ways, including vacations
- j. Recodification of the Code
- k. Litigation
- l. Specific development projects

3. Additional Matters: The City has regularly retained other law firms to perform these services and reserves the right, in its sole discretion to continue that practice. The parties contemplate that the Law Firm may also provide additional civil legal services. These services shall be handled as follows:

- a. **Contested Case Matters:** The Law Firm may provide, and the City shall utilize the Law Firm for representation in contested cases, such as general litigation matters and appellate work, provided the City determines, in its reasonable discretion, that the Law Firm has the skill and experience to represent the City in a fashion that the City deems to be in its best interests given the expertise, costs, and litigation service delivery available from other law firms in the Twin City Metropolitan Area.
- b. **Bond Attorney Matters:** The Law Firm is a “nationally recognized bond counsel” under the requirements of *The Bond Buyer's Municipal Marketplace* (also known as the “Redbook”). As long as the Law Firm remains as such under the requirements of the Redbook, the Law Firm may provide bond attorney and public finance services to the City. The parties hereto will timely communicate this representation to the City's independent municipal advisor. The Law Firm may perform such services

under a separate flat-fee structure, which will be timely communicated to the City.

- c. **Economic Development Counsel:** The Law Firm may provide economic development services including advice on tax increment financing (TIF), tax abatement, business subsidy, and other development matters, including the drafting of and revisions to development agreements, assessment agreements, TIF development agreements, and the like. The Law Firm may adjust its billing rate accordingly, to conform to the “Developer-Reimbursed Rate” fee schedule outlined in this Agreement, or may extend a flat fee billing scenario to cover the work, all in consultation with the City Manager.
- d. **Prosecuting Attorney Matters:** The Law Firm acknowledges that the City is separately contracted to a firm that provides criminal prosecution services. The Law Firm does not provide prosecuting attorney services.
- e. **Labor and Employment Matters:** The Law Firm may provide labor and employment law services to the City, including representation for staff disciplinary matters, union negotiations, personnel policies, contested cases, employment contracts, and other similar services.
- f. **Matters Covered by Insurance:** The Law Firm may assist the City in submitting claims for insurance coverage to various insurance carriers, the most prominent of which is the League of Minnesota Cities Insurance Trust (LMCIT). Whenever a claim is made with an insurance carrier which arises out of a legal issue against the City the Law Firm may coordinate services with the insurer’s counsel. When an insurance carrier admits coverage, and to the extent that it will provide retroactive payments for attorneys’ fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered, subject to billing rates and payment provisions set forth in this Agreement.

4. Miscellaneous:

- a. **Conflict of Interest:** The Law Firm will notify the City as soon as practicable if the Law Firm represents or has ever represented an opposing party to the City in a legal matter.
- b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

- c. **Insurance:** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate. The Law Firm shall provide a current Certificate of Insurance to the City upon request.

5. Billing Format, Cycle, Payment Expectations and Interests.

- a. **Billing Format:** The Law Firm will submit monthly billing statements for General Services and Extraordinary and Specific Services. All services billed outside of the monthly retainer will be broken down into categories for ease of review by the City. Time shall be billed in tenths of an hour.
- b. **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 15-25 days after the end of the prior month, and Law Firm personnel will work with the City to timely place bills on the next City Council agenda.
- c. **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the invoices.
- d. **Disputes:** In the event that the City disputes any aspect of the Law Firm's invoice, the appropriate City representative will contact Troy Gilchrist at the Law Firm stating the nature of the dispute.
- e. **Term:** As specified in the Recitals and Compensation Schedule hereof, the term of this Agreement will be from January 1, 2019, to and including June 30, 2019. During the term of this Agreement, either party may terminate this Agreement upon 60 days' written notice to the other party.

**CITY OF WHITE BEAR LAKE,
MINNESOTA**

**KENNEDY & GRAVEN,
CHARTERED**

By: _____
Jo Emerson, Mayor

By: _____
Troy Gilchrist
City Attorney

By: _____
Ellen Hiniker, City Manager

Dated: _____, 2019

Dated: _____, 2019



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Paul Kauppi, Public Works Director/City Engineer

Date: January 2, 2019

Subject: **Fee for Small Cell and Right-of-Way (ROW) Ordinance**

BACKGROUND / SUMMARY

The City Council established a Right of Way Ordinance No. 18-02-3031 in January 2018. Contained within that ordinance in section 906.120 was language regarding fees that were to have been set forth in the City's annual fee schedule. Unfortunately, due to Staff transition, those fees were not incorporated into the 2019 Fee Schedule.

The following are the three fees as they are described within the ordinance:

Excavation Permit Fee: An amount sufficient to recover city management costs and degradation costs, if applicable.

Obstruction Permit Fee: An amount sufficient to recover city management costs.

Small Wireless Facility Permit Fee: An amount sufficient to recover city management costs and city engineering and construction costs associated with collocation of small wireless facilities.

Staff is recommending that the Excavation and Obstruction Permit Fees both be set at \$200. Contractors would not be charged both for the same job. Fiber optic work in the City's ROW is an example of the type of work that would require this permit and pay this fee. Each job requires City Staff review to ensure it does not conflict with the City's utilities and that there is a proper restoration plan in place and that restoration takes place. Smaller jobs such as simply hooking up a residence phone/cable/internet service could be exempted from the fee as most of these instances do not require a review and/or restoration. This exemption will be determined by the Public Works Director.

Staff is also recommending that the small cell permit fee is set at \$500 for up to five sites and \$100 for each additional site. Fees in excess of this amount have been determined to be unreasonable by the FCC. The City is yet to receive a legitimate small cell permit application but has received several inquiries. These inquiries alone have proven to be time consuming as both the cellular providers and the governmental jurisdictions begin to navigate this new technology and permitting process.

RECOMMENDATION

Staff recommends Council adopt the attached resolution establishing 2019 fees associated with the Right of Way Ordinance until they are incorporated into the 2020 annual fee schedule.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION ESTABLISHING
RIGHT OF WAY FEES**

WHEREAS, the City Council established a Right of Way Ordinance No. 18-02-3031 in January 2018; and

WHEREAS, contained within that ordinance in section 906.120 was language regarding fees to be established in an amount sufficient to recover the City's management, review, engineering and degradation costs; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake that the following fees be established and incorporated into the City's fee schedule:

Excavation/Obstruction Fee - \$200

Small Cell Wireless Facility Permit Fee - \$500 for up to 5 individual sites, \$100 for each additional site

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

M E M O R A N D U M

To: Ellen Richter, City Manager

From: Kara Coustry, City Clerk

Date: December 27, 2018

Subject: **Designation of Official Newspaper**

BACKGROUND

Section 4.25 of the White Bear Lake City Charter states that the City Council shall, at its first regular meeting in January, or as soon thereafter as practical, designate the official paper of the city for the publication of all notices required by the City's Charter.

The matter of designating the official newspaper is also addressed in Chapter 331 of Minnesota Statutes, which establishes specific requisites for qualifying as an official newspaper. MN Statutes §331A.04 states that the governing body shall designate a qualified newspaper in a specified sequence of priorities. Of first priority is criteria that, "If there are one or more qualified newspapers, the known office of issue of which are located within the political subdivision, one of them shall be designated." (Subd. 2.)

SUMMARY

The White Bear Press meets all of the legal requirements for legal publications and is the only one which has a known office of issue within White Bear Lake. Therefore, according to State Statutes, The White Bear Press is the newspaper which takes first priority to be designated as the official newspaper of the City of White Bear Lake.

In the attached letter, the White Bear Press has expressed interest continuing to serve as the official newspaper of the city. They propose a 5% increase in the cost of legal publications, which reflects a .82 cent increase per column inch over 2018. A brief history of rate increases is provided for perspective:

2015	2016	2017	2018	2019
\$15.30 (3%)	\$15.68 (2.5%)	\$16.07 (2.4%)	\$16.55 (3%)	\$17.37 (5%)

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution designating the City's Official Newspaper.

ATTACHMENTS

Resolution
Letter from Press Publications

RESOLUTION NO.

**RESOLUTION NAMING THE OFFICIAL NEWSPAPER IN 2019
TO PERFORM OFFICIAL PUBLICATIONS FOR THE
CITY OF WHITE BEAR LAKE, MN**

BE IT RESOLVED by the City Council of the City of White Bear Lake that the White Bear Press be named the official newspaper of the City of White Bear Lake for publications set forth in the City's Charter from January 9, 2019 through January 7, 2020.

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



4779 Bloom Ave., White Bear Lake, MN 55110 • Phone: 651-407-1200 • Fax: 651-429-1242

December 7, 2018

Kara Coustry
City of White Bear Lake
4701 Highway 61
White Bear Lake, MN 55110

Dear Kara:

The *White Bear Press* wishes to be considered as your official newspaper for 2019.

We meet all the legal publication requirements under state statutes. Our circulation is audited by Verified Audit Circulation, an independent firm.

We offer submittal of legal notices by mail, fax at (651) 429-1242 or e-mail to legals@presspubs.com - clearly labeling them as Public Notices.

There will be a slight increase in the rate for your legal notices this year due to increased cost of health care and paper. We are asking for \$17.37 per column inch, in 7 point type at 9 lines per inch.

Our deadline for legal notices is Thursday by 5:00 p.m. for the following Wednesday's publication.

We look forward to the opportunity to serve you. We welcome any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink that reads "Lisa Graber".

Lisa Graber
Legal Notice Coordinator

LG:mp

Misc: WhiteBearLake2019.doc

Your Best Source For Community Information

White Bear Press • Vadnais Heights Press • Quad Community Press • Shoreview Press • The Citizen • The Lowdown • North Oaks News
news@presspubs.com ppcomp@presspubs.com marketing@presspubs.com ppcirc@presspubs.com



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager

From: Don Rambow, Finance Director

Date: December 27, 2018

Subject: **Travel and Expense Reimbursement 2019**

BACKGROUND

The City reimburses employees for approved and eligible out-of-pocket travel and business expenses incurred in the conduct of City business or authorized training. The current mileage reimbursement rate for use of a personal automobile and the rate for reimbursement of authorized meal expense is the actual cost up to an established maximum.

SUMMARY

Mileage

When employees utilize their personal vehicle to conduct City business, it allows the City to maintain a smaller vehicle fleet for occasional transportation needs. The mileage reimbursement rate is intended to compensate the employee for the estimated cost of operating their vehicles for the miles driven while using their personal vehicle for City business, but not the full (or proportionate) cost of automobile ownership as the City does not require employees to purchase or own a vehicle as a condition of employment. In other words, the City's reimbursement rate is intended to cover variable or incremental cost of the trip of usage, not the cost of possession.

The federal mileage reimbursement rate (set at 0.58 per mile for 2019). It is proposed that the City's personal mileage reimbursement reflect the standard reimbursement rate.

Meals

The City's meal reimbursement provides employees with adequate compensation to purchase three separate meals per day while conducting City business away from the community. A per meal cap rather than a per diem acknowledges that many conference/seminars provide meals with registration. While the employee might need to purchase a breakfast, the lunch and dinner could be included in the conference. A per diem meal allowance would allow the employee to profit from attending the training program if meals are provided in the registration.

The City established a meal reimbursement policy based upon a standard metro area and higher cost major cities such as Chicago. The State maintains a reimbursement rate of \$36 for metropolitan areas and \$44 for higher costs areas. The City's current meal reimbursement policy is similar to the State's reimbursement policy and is proposed to remain unchanged. These amounts would be allocated according to the following chart:

	Current Reimbursement Rates	2019 Proposed Reimbursement Rates
Mileage	\$.545	\$.58
Standard		
Breakfast	\$9.00	\$9.00
Lunch	\$11.00	\$11.00
Dinner	\$17.00	\$17.00
Total	\$37.00	\$37.00
High Cost Metro Area		
Breakfast	\$10.00	\$10.00
Lunch	\$13.00	\$13.00
Dinner	\$22.00	\$22.00
Total	\$45.00	\$45.00

It is proposed that the City Manager be authorized to approve a modest deviation from the meal allowance under unique or unusual circumstances.

RECOMMENDED COUNCIL ACTION

Staff recommends that the City Council adjust the current travel expense reimbursement and update the Travel and Training Policy to reflect these changes.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION AUTHORIZING EMPLOYEE REIMBURSEMENT OF APPROVED
AND ELIGIBLE OUT-OF-POCKET TRAVEL AND BUSINESS EXPENSES WHILE
CONDUCTING CITY BUSINESS**

WHEREAS, City of White Bear Lake employees occasionally conduct City business away from the community; and

WHEREAS, on occasion, City employees utilize personal vehicles for transportation to conduct City business; and

WHEREAS, the City's meal reimbursement policy provides employees with adequate compensation to purchase three separate meals per day while conducting business away from the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, that the City Council authorizes employee reimbursement rates for personal vehicle usage and meal purchases while conducting City business away from the community established below:

	2018 Reimbursement Rates	2019 Reimbursement Rates
Mileage	\$.545	\$.58
Standard		
Breakfast	\$9.00	\$9.00
Lunch	\$11.00	\$11.00
Dinner	\$17.00	\$17.00
Total	\$37.00	\$37.00
High Cost Metro Area		
Breakfast	\$10.00	\$10.00
Lunch	\$13.00	\$13.00
Dinner	\$22.00	\$22.00
Total	\$45.00	\$45.00

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of White Bear Lake, that the City Council authorizes the City Manager to modify the meal reimbursement amounts based upon unique circumstances:

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



IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see Notice-2019-02.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other limitations are described in section 4.05 of Rev. Proc. 2010-51.



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Commissioner's Plan

Expense	Allowable Amount
Mileage	\$0.58 (effective 1/1/2019)
Meals	
Breakfast	\$9.00
Lunch	\$11.00
Dinner	\$16.00
Lodging	Hotel and motel accommodations provided that employees exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.

Information found on this website can be made available in alternative formats, such as large print, Braille, or on tape, by calling 651.296.2600. Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529. The State of Minnesota is an Equal Opportunity Employer.

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EXPENSE REIMBURSEMENT ALLOWANCES BY COLLECTIVE BARGAINING AGREEMENTS/COMPENSATION PLANS

*Updated to reflect January 1, 2018 IRS rate of 0.545 cents per mile

Type of Expense	Commissioner's Policy Effective 05/17/13 Plan Approved	State Council on Artistic Performances/Arts Effective 05/17/13 Plan Approved	MAPE Effective 05/17/13 Plan Approved	WIREC Effective 05/17/13 Plan Approved	IRS Effective 05/17/13 Plan Approved
State-owned vehicle not available	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)
State-owned vehicle available but declined	0.475 cents per mile effective 01/01/18 (IRS rate less \$0.07)	0.475 cents per mile effective 01/01/18 (IRS rate less \$0.07)	0.475 cents per mile effective 01/01/18 (IRS rate less \$0.07)	0.475 cents per mile effective 01/01/18 (IRS rate less \$0.07)	0.475 cents per mile effective 01/01/18 (IRS rate less \$0.07)
Tolls and parking fees	actual cost	actual cost	actual cost	actual cost	actual cost
Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities	actual cost	actual cost	actual cost	actual cost	actual cost
Specialty equipped personal van - provides wheelchair access	0.635 cents per mile effective 01/01/18 (IRS rate plus \$0.09)	0.635 cents per mile effective 01/01/18 (IRS rate plus \$0.09)	0.635 cents per mile effective 01/01/18 (IRS rate plus \$0.09)	0.635 cents per mile effective 01/01/18 (IRS rate plus \$0.09)	0.635 cents per mile effective 01/01/18 (IRS rate plus \$0.09)
Motorcycle	no reimbursement applicable	30 cents per mile (Agreement rate)	30 cents per mile (Agreement rate)	30 cents per mile (Agreement rate)	% IRS rate (Plan rate)
Personal aircraft	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)	0.545 cents per mile effective 01/01/18 (IRS rate)
Overnight lodging	actual cost (reasonable)	actual cost (reasonable)	actual cost (reasonable)	actual cost (reasonable)	actual cost (reasonable)
Laundry and/or dry-cleaning after one week in continuous travel status	actual cost not to exceed \$16.00 per week after first week of continuous travel status	actual cost not to exceed \$16.00 per week after first week of continuous travel status	actual cost not to exceed \$16.00 per week after first week of continuous travel status	actual cost not to exceed \$16.00 per week after first week of continuous travel status	actual cost not to exceed \$16.00 per week after first week of continuous travel status
Work-related long distance telephone calls	actual cost	actual cost	actual cost	actual cost	actual cost
Personal telephone calls	actual cost up to maximum number of nights away times \$3.00	actual cost up to maximum number of nights away times \$3.00	actual cost up to maximum number of nights away times \$3.00	actual cost up to maximum number of nights away times \$3.00 or up to \$10.00 with acceptable documentation	actual cost up to maximum number of nights away times \$3.00
Special expenses (e.g. conference fees)	actual cost with prior approval	actual cost with prior approval	actual cost with prior approval	actual cost with prior approval	actual cost with prior approval
Meals plus reasonable gratuities	actual cost up to maximums Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00	actual cost up to maximums Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00	actual cost up to maximums Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00	actual cost up to maximums Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00	actual cost up to maximums Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00
• breakfast (in travel status overnight or leave home before 6:00 a.m.)	other metropolitan areas*	other metropolitan areas*	other metropolitan areas*	other metropolitan areas*	other metropolitan areas*
• lunch (in travel status and more than 35 miles distance from regular work station)	Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00	Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00	Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00	Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00	Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00
• dinner (in travel status overnight or return home after 7:00 pm)	2 or more consecutive meals reimbursed up to the combined maximum	2 or more consecutive meals reimbursed up to the combined maximum	2 or more consecutive meals reimbursed up to the combined maximum	2 or more consecutive meals reimbursed up to the combined maximum	2 or more consecutive meals reimbursed up to the combined maximum
Payment of expenses	advances if expenses exceed \$50.00; or use state credit card	advances if expenses exceed \$50.00; or use state credit card	advances if expenses exceed \$50.00; or use state credit card	advances if expenses exceed \$50.00; or use state credit card	advances if expenses exceed \$50.00; or use state credit card

Minnesota State - Procedure 5.20.1, Special Expenses and ...

www.mnstate.edu/board/procedures/520p1.html
Meals and related expenses, or non-alcoholic refreshments and food served when conducting business with citizens; members of boards, commissions, task forces, or workgroups; foreign, federal, state, or local governmental officials and/or employees. Effort should be made to schedule events to minimize the cost of meals and related expenses.



City of White Bear Lake
City Manager's Office

M E M O R A N D U M

To: Ellen Hiniker, City Manager

From: Rick Juba, Assistant City Manager

Date: December 27, 2018

Subject: **Proposed Amendment with Law Enforcement Labor Services, Inc. (LELS) – Sergeants Contract**

BACKGROUND

The City of White Bear Lake and LELS representing the City of White Bear Lake Police Sergeants have reached a tentative agreement for the 2019-2020 contract. The membership of the Union has ratified the proposal, which will become final upon City Council approval. Following are the highlights of the proposed contract:

Article 28-- Duration

Two-year Labor Agreement (2019-2020)

Article 16 – Insurance

In alignment with the approved 2019 contributions to the non-bargaining employees, and the approved labor contract with Public Works, the City's premium contributions have been adjusted to cover the cost of the 12.5% increase in premiums to the City's overall health insurance program. The following are the City's proposed premium contributions:

The monthly impact on employee's selecting **single coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	606.37	554.00	552.57
City Contribution*	505.21	503.67	527.27
Employee Cost	101.16	50.33	25.30

* *City's contribution assumes non-smoking incentive*

The monthly impact on employee's selecting **Employee + 1 coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1333.34	1218.19	1215.03
City Contribution*	900.20	897.03	948.90
Employee Cost	433.14	321.16	266.13

* *City's contribution assumes non-smoking incentive*

The monthly impact on employee's selecting **Multiple Dependent coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1,695.17	1,548.77	1,544.79
City Contribution*	1,118.09	1,114.06	1,180.06
Employee Cost	577.08	434.71	364.73

* *City's contribution assumes non-smoking incentive*

Also in line with other groups in the City, annual contributions to the employees' Health Savings Account (HSA) will be increased \$200 for employees on single HSA plans and \$400 for employees on family HSA plans. This will cover the increased cost of changing to an embedded deductible which allows benefits to start when a single member of a family plan reaches the single deductible limit versus having to reach the entire family deductible amount.

2020 – Opener to negotiate insurance contributions when 2020 rates are provided.

Article 19 - Compensation

- 2019 3% increase in wage table
- 2020 3% increase in wage table

Compensation for Sergeants is competitive with comparable cities and 3% increases for 2019 and 2020 is in line with the City's other labor agreements.

Housekeeping

Incorporate Vacation Accrual MOU into Article 21.

RECOMMENDED COUNCIL ACTION

Both the City and the Union have reached the proposed amendment to the contract through good faith negotiations and its approval as outlined in the attached resolution is recommended.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE 2019-2020
CONTRACT WITH
LAW ENFORCEMENT LABOR SERVICES, INC. ; POLICE SERGEANTS**

WHEREAS the proposed contract with Law Enforcement Labor Services, Inc. (LELS), for the City of White Bear Lake Police Sergeants covers the period from January 1, 2019 through December 31, 2020; and

WHEREAS the City has met and negotiated in good faith a proposed contract with LELS, Police Sergeants, agreeing on the following changes to the contract:

Article 28-- Duration

Two-year Labor Agreement (2019-2020)

Article 16 – Insurance

The monthly impact on employee’s selecting **single coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	606.37	554.00	552.57
City Contribution*	505.21	503.67	527.27
Employee Cost	101.16	50.33	25.30

* *City’s contribution assumes non-smoking incentive*

The monthly impact on employee’s selecting **Employee + 1 coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1333.34	1218.19	1215.03
City Contribution*	900.20	897.03	948.90
Employee Cost	433.14	321.16	266.13

* *City’s contribution assumes non-smoking incentive*

The monthly impact on employee’s selecting **Multiple Dependent coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1,695.17	1,548.77	1,544.79
City Contribution*	1,118.09	1,114.06	1,180.06
Employee Cost	577.08	434.71	364.73

* *City’s contribution assumes non-smoking incentive*

Health Savings Account contributions will be \$800 for those employees with single coverage and \$1,200 for those employees with dependent coverage.

2020 – Opener to negotiate insurance contributions when 2020 rates are provided.

Article 19 - Compensation

1. 2019 3% increase in wage table
2. 2020 3% increase in wage table

RESOLUTION NO. _____

Housekeeping

Incorporate Vacation Accrual MOU into Article 21.

WHEREAS upon review of its terms and conditions the proposed contract has been found acceptable by the City Council.

THEREFORE BE IT RESOLVED, by the City Council of the City of White Bear Lake, Minnesota that the 2019-2020 LELS, Police Sergeants contract is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized and hereby directed to execute said amendment to the 2019-2020 contract with LELS, Police Sergeants.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Hiniker, City Manager

From: Rick Juba, Assistant City Manager

Date: December 27, 2018

Subject: **Proposed Amendment with Minnesota Public Employees Association (MNPEA) – Patrol Contract**

BACKGROUND

The City of White Bear Lake and MNPEA representing the City of White Bear Lake Patrol Officers have reached a tentative agreement for the 2019-2020 contract. The membership of the Union has ratified the proposal, which will become final upon City Council approval. Following are the highlights of the proposed contract:

Article 29-- Duration

Two-year Labor Agreement (2019-2020)

Article 17 – Insurance

In alignment with the approved 2019 contributions to the non-bargaining employees, and the approved labor contract with Public Works, the City's premium contributions have been adjusted to cover the cost of the increase in premiums to the City's overall health insurance program. The following are the City's proposed premium contributions:

The monthly impact on employee's selecting **single coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	606.37	554.00	552.57
City Contribution*	513.21	511.67	535.27
Employee Cost	93.16	42.33	17.30

* *City's contribution assumes non-smoking incentive*

The monthly impact on employee's selecting **Employee + 1 coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1333.34	1218.19	1215.03
City Contribution*	924.20	921.03	972.90
Employee Cost	409.14	297.16	242.13

* *City's contribution assumes non-smoking incentive*

The monthly impact on employee's selecting **Multiple Dependent coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1,695.17	1,548.77	1,544.79
City Contribution*	1,147.09	1,143.06	1,209.06
Employee Cost	548.08	405.71	335.73

* *City's contribution assumes non-smoking incentive*

Also in line with other groups in the City, annual contributions to the employees' Health Savings Account (HSA) will be increased \$200 for employees on single HSA plans and \$400 for employees on family HSA plans. This will cover the increased cost of changing to an embedded deductible which allows benefits to start when a single member of a family plan reaches the single deductible limit versus having to reach the entire family deductible amount.

2020 – Opener to negotiate insurance contributions when 2020 rates are provided.

Appendix A-- Wages

- 2019 3% increase in wage table
- Additional Market Adjustments:
 - a. Start 3.5%
 - b. 6 Months 3.5%
 - c. 1 Year 1.5% on July 1 2019
 - d. 2 Year 1.5% on July 1 2019
 - e. 3 Year 1% on July 1 2019
- 2020 3% increase in wage table
- Additional Market Adjustments:
 - a. Start 3.5%
 - b. 6 Months 3.5%

As discussed in the 2018 contract renewal process, starting pay for police officers has fallen behind in the market. The 2019-2020 proposed contract brings the City's starting pay rate closer to the average of comparable metropolitan police departments. Officer pay is slightly below average and the mid-year market adjustments in 2019 will help address this issue over the two-year span of the contract. As the pool of eligible officers for hire continues to decrease, it is important to remain competitive with pay and benefits to retain our existing officers and recruit new officers to White Bear Lake. The financial impact of two consecutive 3.5% market adjustments for rookie officers increases their pay by approximately \$3,832 their first year over what they would have otherwise received with straight 3% increases. The 1.5% market adjustment for first and second year officers and 1% for third year officers helps to maintain a reasonable margin for step increases, avoiding step compression. Attached is a table outlining the proposed wage schedule.

Article 9 -- Seniority

9.6 Two continuous vacation periods shall be selected on the basis of seniority each calendar year. A senior officer may not bid for a second vacation until after the least senior officer completes their first vacation bid. Bids for vacation will begin after the shift bid is complete and shall conclude after two weeks. No vacation bid may be made for a period not included in a completed shift bid.

RECOMMENDED COUNCIL ACTION

The City and the Union have reached the proposed 2019-2020 labor contract through good faith negotiations and staff recommends approval of the corresponding resolution, as attached.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE 2019-2020
CONTRACT WITH
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION; PATROL**

WHEREAS the proposed contract with Minnesota Public Employees Association (MNPEA), for the City of White Bear Lake Patrol covers the period from January 1, 2019 through December 31, 2020; and

WHEREAS the City has met and negotiated in good faith a proposed contract with MNPEA, Patrol, agreeing on the following changes to the contract:

Article 29-- Duration

Two-year Labor Agreement (2019-2020)

Article 17 – Insurance

The monthly impact on employee’s selecting **single coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	606.37	554.00	552.57
City Contribution*	513.21	511.67	535.27
Employee Cost	93.16	42.33	17.30

* *City’s contribution assumes non-smoking incentive*

The monthly impact on employee’s selecting **Employee + 1 coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1333.34	1218.19	1215.03
City Contribution*	924.20	921.03	972.90
Employee Cost	409.14	297.16	242.13

* *City’s contribution assumes non-smoking incentive*

The monthly impact on employee’s selecting **Multiple Dependent coverage** would be as follows:

Item	1,000 CMM	2,000 CMM	2,500 H.S.A.
Premium	1,695.17	1,548.77	1,544.79
City Contribution*	1,147.09	1,143.06	1,209.06
Employee Cost	548.08	405.71	335.73

* *City’s contribution assumes non-smoking incentive*

Health Savings Account (HSA) will be increased \$200 for employees on single HSA plans and \$400 for employees on family HSA plans.

2020 – Opener to negotiate insurance contributions when 2020 rates are provided.

RESOLUTION NO. _____

Appendix A-- Wages

1. 2019 3% increase in wage table
2. Additional Market Adjustments:
 - a. Start 3.5%
 - b. 6 Months 3.5%
 - c. 1 Year 1.5% on July 1 2019
 - d. 2 Year 1.5% on July 1 2019
 - e. 3 Year 1% on July 1 2019
3. 2020 3% increase in wage table
4. Additional Market Adjustments:
 - a. Start 3.5%
 - b. 6 Months 3.5%

Article 9 -- Seniority

9.6 Two continuous vacation periods shall be selected on the basis of seniority each calendar year. A senior officer may not bid for a second vacation until after the least senior officer completes their first vacation bid. Bids for vacation will begin after the shift bid is complete and shall conclude after two weeks. No vacation bid may be made for a period not included in a completed shift bid.

WHEREAS upon review of its terms and conditions the proposed contract has been found acceptable by the City Council.

THEREFORE BE IT RESOLVED, by the City Council of the City of White Bear Lake, Minnesota that the 2019-2020 MNPEA, Patrol contract is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized and hereby directed to execute said amendment to the 2019-2020 contract with MNPEA, Patrol.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Housing and Redevelopment Authority Members

From: Ellen Richter, Executive Director

Date: December 27, 2018

Subject: Election of HRA Chair and Vice Chair – 2019

BACKGROUND

In November 1985, the City Council adopted Resolution No. 5038 establishing a Housing and Redevelopment Authority (HRA) for White Bear Lake and designated members of the City Council as commissioners of the Authority. The Authority subsequently elected its officers.

Under Minnesota Statutes Chapter 469, the HRA is authorized to undertake certain public housing and redevelopment activities using authority not granted to the City Council. The HRA currently meets only as the need arises. Most HRA meetings are held in conjunction with City Council meetings as the City Council has, to this date, chosen to appoint itself as the HRA rather than appointing an independent entity. The term of HRA commissioners coincides with the term of City Councilmembers.

SUMMARY

For the past two years, Doug Biehn has served as the Chair for the Housing and Redevelopment Authority and Dan Jones has served as Vice Chair. The City Manager has been appointed to serve as secretary and executive director.

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution establishing the Chair and Vice Chair of the Housing and Redevelopment Authority for 2019.

ATTACHMENTS

Resolution

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF WHITE BEAR LAKE
COUNTY OF RAMSEY, STATE OF MINNESOTA**

RESOLUTION NO. 19-01

**RESOLUTION ELECTING THE CHAIR AND VICE CHAIR
OF THE HOUSING AND REDEVELOPMENT AUTHORITY**

BE IT RESOLVED that Member _____ be and hereby is named Chair of the Housing and Redevelopment Authority and that Member _____ be and hereby is named the Vice Chair of the Housing and Redevelopment Authority from January 9, 2019 through January 8, 2020.

BE IT FURTHER RESOLVED that the City Manager is hereby appointed Executive Director and Acting Secretary of the Housing and Redevelopment Authority.

The foregoing resolution electing the Chair and Vice Chair of the Housing and Redevelopment Authority was offered by Member _____, and was supported by Member _____.

Ayes:
Nays:
Passed:

Chair, Biehn

ATTEST:

Ellen Hiniker, Executive Director



City of White Bear Lake
City Manager's Office

M E M O R A N D U M

To: Mayor and City Councilmembers

From: Ellen Richter, City Manager

Date: December 27, 2018

Subject: **Proposed 2019 City Council regular meeting dates**

BACKGROUND

In accord with the City Charter for the City of White Bear Lake, the Council, at its first regular meeting in January, shall set the day of its regular monthly meetings for the year. Special meetings may be called by the Mayor or by the Chair of the Council at any time, but reasonable public notice shall be given for all special Council meetings.

SUMMARY

Listed below are the proposed 2019 City Council meeting dates. The meetings are the second and fourth Tuesday of each month except for those months where the second Tuesday is required for Election purposes in which case the regular meeting will be held the following day. In following with past practice, there is only one meeting in December.

January 8	May 14	September 10
January 22	May 28	September 24
February 12	June 11	October 8
February 26	June 25	October 22
March 12	July 9	November 12
March 26	July 23	November 26
April 9	Tuesday, Aug. 13 or Wednesday, Aug 14	December 10
April 23	August 27	No meeting

Meetings begin at 7:00 p.m. and adjourn by 10:30 p.m. unless authorized by a majority of the City Council.

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt the resolution approving the 2019 regular City Council meeting dates.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION ESTABLISHING THE 2019 REGULAR MEETING DATES AND TIMES
OF THE CITY COUNCIL OF THE CITY OF WHITE BEAR LAKE**

BE IT RESOLVED by the City Council of the City of White Bear Lake that the second (2nd) and fourth (4th) Tuesday of each month shall be the regular meeting nights of the City Council except for those months where the second Tuesday is required for election purposes, in which case the regular meeting shall be held the following day. Further, the only regularly scheduled meeting in December shall be December 10, 2019.

BE IT FURTHER RESOLVED by the City Council of the City of White Bear Lake that City Council meetings shall begin at 7:00 p.m. and shall not extend beyond 10:30 p.m. unless authorized by a majority of the City Council.

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
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager

From: Don Rambow, Finance Director

Date: December 27, 2018

Subject: **Designation of bank depository and authorization for fund transfers and deposits**

BACKGROUND

Section 5.11 of the City Charter sets forth procedures for deposit and transfer of certain funds and designation of a bank depository. Currently, the positions of City Manager, Finance Director and Assistant Finance Director are fully authorized to deposit, transfer, invest, and disburse City funds in accordance with law and established regulations and policy. The City's Human Resources Specialist (Payroll Clerk) is authorized to transfer cash from between funds to cover authorized payroll.

The City has maintained North Star Bank as its depository bank for over twenty-five (25) years. This banking relationship has been maintained because of the favorable terms and conditions offered to the City by North Star Bank.

SUMMARY

The City has received outstanding customer service from North Star Bank related to its banking requirements. While numerous financial institutions have recently increased their service or transaction fees, North Star continues to offer the City its service at minimal or no cost.

North Star Bank has worked exceptionally well with the handling of insufficient funds checks of City customers returned to them by other financial institutions. All non-sufficient funds are deposited twice before returned to the City at no charge to the City.

The City's investments are competitively bid and awarded to the vendor who provides the City with the highest rate of return while protecting the City's principal amount. The City has designated four investment vendors which are authorized to receive and secure investments for the City.

These investment vendors are as follows:

1. Morgan Stanley / Smith Barney
2. Dain Rauscher
3. Wells Fargo
4. 4M Fund – PMA Financial
5. PiperJaffray

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council adopt the resolution designating bank depository and authorization for fund transfers and deposits.

ATTACHMENTS

Resolution

RESOLUTION NO.

RESOLUTION AUTHORIZING CITY STAFF MEMBERS TO INVEST AND TRANSFER FUNDS, DESIGNATE BANK DEPOSITORY, AND DESIGNATION OF BROKERS FOR HANDLING CITY INVESTMENTS FOR FISCAL YEAR 2019

WHEREAS, the City Council has determined it to be financially prudent to delegate fiscal management to appropriate City staff; and

WHEREAS, the City periodically designates depository of funds for daily transactions; and

WHEREAS, Minnesota Statutes Section 118A sets forth procedures for the investment of public funds and requires financial institutions utilized as investment brokers to be designated as depository of funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of White Bear Lake, that the following officers and personnel are designated as “Authorized Officials” with full powers and authority to effectuate the investment and transfers of monies of the City of White Bear Lake from time to time to complete appropriate investments and to ensure adequate funds are available to meet the City’s financial obligations:

City Manager
Finance Director
Assistant Finance Director

BE IT FURTHER RESOLVED that the following personnel be authorized to complete cash transfers between City funds at the official bank depository of the City:

Human Resources Specialist (Payroll Specialist)

BE IT FURTHER RESOLVED by the City Council of the City of White Bear Lake that North Star Bank act as depository for the City of White Bear Lake.

BE IT FURTHER RESOLVED, that North Star Bank be designated as the City’s bank depository for deposits and expenditures and be required to furnish approved collateral securities in such amount as required by law so as to properly indemnify and secure the City against probable losses and which securities are to be deposited under escrow agreement.

BE IT FURTHER RESOLVED, that the following vendors be designated as depositories of City funds for investment purposes.

1. Morgan Stanley / Smith Barney
2. Dain Rauscher
3. Wells Fargo
4. 4M Fund – PMA financial
5. PiperJaffray

RESOLUTION NO.

RESOLUTION AUTHORIZING CITY STAFF MEMBERS TO INVEST AND TRANSFER FUNDS, DESIGNATE BANK DEPOSITORY, AND DESIGNATION OF BROKERS FOR HANDLING CITY INVESTMENTS FOR FISCAL YEAR 2019

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager
From: Don Rambow, Finance Director
Date: December 27, 2018
Subject: Surety bonds – coverage for City Officials in 2019

BACKGROUND

Pursuant to Section 4.22 of the City Charter, the City has taken out surety bonds on certain employees to ensure faithful performance of their duties. The City has designated four positions whose actions have a distinct and greater financial impact on City finances and legal compliance than other positions. The LMCIT has adopted a “recommended” coverage amount that would be generally 10% of the City’s annual revenues plus the market value of negotiable securities.

SUMMARY

Based upon the City’s 2019 General Fund budget estimates and the City’s negotiable securities, it is recommended that the City establish a \$300,000 coverage limit for each position listed as follows:

1. City Manager
2. City Clerk
3. License Bureau – Lead Position
4. Assistant Finance Director
5. Finance Director

All other City positions carry blanket bond coverage of \$150,000. The surety bonds are intended to provide coverage for significant issues related to these positions.

The City has not been required to utilize any surety bonds in the past years.

RECOMMENDED COUNCIL ACTION

Staff recommends the Council adopt the resolution establishing surety bonds for City officials for 2019.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION FIXING AMOUNT OF SURETY BONDS FOR VARIOUS
CITY OFFICIALS AND PROVIDING FOR APPROVAL OF SAME
FOR FISCAL YEAR 2019**

BE IT RESOLVED by the City Council of the City of White Bear Lake that the following officials of the City furnish bonds to the City for faithful performance of their duties in the amount mentioned, and said bonds shall be reviewed and approved by the City Attorney and Council of the City and maintained in accordance with Section 4.22 of the City Charter.

City Manager	\$300,000
City Clerk	300,000
License Bureau - Lead	300,000
Assistant Finance Director	300,000
Finance Director	300,000
All Employees Blanket Bond	150,000

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
Finance Department

MEMORANDUM

To: Ellen Richter, City Manager
From: Don Rambow, Finance Director
Date: December 27, 2018
Subject: Payment of claims against the City - 2019

BACKGROUND

State Statutes 412.271, subd. 8 allows the City Council to delegate authority to pay claims to administrative personnel. The authority requires that unless otherwise directed, a listing of all claims be presented to the City Council for informational purposes at its regularly scheduled meeting. However, it has been the City's practice that these claims lists be maintained and available in the Finance/Administrative departments for review by elected officials and the public.

SUMMARY

The City's practice is to pay vendor claims on a weekly basis. This provides City vendors with reasonable assurance that they will be promptly compensated for goods and services provided to the City and in some cases results in early payment discounts. Department Head approval is required prior to paying vendor claims, in addition to Finance Director or City Manager approval.

Staff will continue to maintain claims lists in the Finance/Administrative departments for review by elected officials and the public until otherwise directed. A copy of a recent weekly claims list is attached as an example. A bi-weekly list would, on average, be more than twice this length.

RECOMMENDED COUNCIL ACTION

It is recommended the City Council adopt the resolution establishing vendor payment approval procedure by staff members.

ATTACHMENTS

Resolution
Recent vendor claims list

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO PAY CLAIMS MADE AGAINST THE CITY
FOR FISCAL YEAR 2019**

WHEREAS, Sections 5.08 and 5.10 of the White Bear Lake City Charter and Minnesota Statutes section 412.271, Subd. 8 set forth procedures for disbursement of municipal funds; and

WHEREAS, the City Council intends to ensure proper safeguard of public funds while providing for reasonable efficiencies and cost containment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of White Bear Lake, that the City Manager is hereby authorized to pay claims against the City pursuant to the City Charter and applicable state laws.

BE IT FURTHER RESOLVED, that any claims shall be paid only after approved by the following personnel:

1. Department Head (or designee) from purchasing department.
2. Finance Director and/or
3. City Manager

BE IT FURTHER RESOLVED, that the Finance Director, or the Finance Director's designee shall prepare a vendor listing of all disbursements made and maintain the listing in the Finance/Administration department for review by the Mayor, City Council, and public and upon the request of the City Council, said list shall be provided to all members of the City Council as part of each agenda.

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

**VENDOR CLAIMS LIST
DATED**

**DECEMBER 17 THRU DECEMBER 21
2018**

Council Check Register by Invoice & Summary

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130423	12/21/2018	2,000.00	117411 ADVANCED GRAPHIX INC GRAPHICS - TRAILERS		124500	199623	4111.6510		VEHICLE REPAIR SERVICE	EQ. ACQ. PUBLIC SAFETY
		480.00	REMOVE GRAPHICS		124342	199655	4111.6510		VEHICLE REPAIR SERVICE	EQ. ACQ. PUBLIC SAFETY
		2,480.00								
130424	12/21/2018	740.00	117412 ALLEN, KACIE TUITION REIMBURSEMENT		124495	TUITION2018	1110.6470		TRAINING & SUBSISTANCE	POLICE
		740.00								
130425	12/21/2018	260.45	100365 ASPEN MILLS PRITCHARD-PANTS/SHIRTS/TAGS		124349	227929	1210.6290		UNIFORMS & CLOTHING	FIRE
		83.90	GIBBS - SHIRTS/PATCHES		124350	227930	5252.6290		UNIFORMS & CLOTHING	AMBULANCE
		1,325.92	FRISON-PANTS/SHIRTS/JACKET		124348	227931	1210.6290		UNIFORMS & CLOTHING	FIRE
		1,645.00	STOCK - CAPS		124347	228059	1210.6290		UNIFORMS & CLOTHING	FIRE
		367.20	FISHER-JACKET/PANTS/SHIRT/TAGS		124346	228258	1210.6290		UNIFORMS & CLOTHING	FIRE
		48.00	PETERSON - PATCHES/CROSS		124345	228271	1210.6290		UNIFORMS & CLOTHING	FIRE
		276.45	ANDERT - SHIRTS/TAGS/PANTS/PTC		124344	228272	1210.6290		UNIFORMS & CLOTHING	FIRE
		187.55	STUART - PANTS/SHIRT/TAG/PATCH		124343	228273	1210.6290		UNIFORMS & CLOTHING	FIRE
		4,194.47								
130426	12/21/2018	5,575.94	123575 AT HOME APARTMENTS LLC IRRIGATION/MULCH/LANDSCAPE	00020569	124352	PO20569	4248.6560		CONTRACTUAL SERVICES	ECON. DEV. MARINA TRIANGLE
		12,912.00	2018 MANAGEMENT FEE	00020569	124352	PO20569	4248.6560		CONTRACTUAL SERVICES	ECON. DEV. MARINA TRIANGLE
		18,487.94								
130427	12/21/2018	18.55	101443 AUTONATION FORD #61-11 - SPEAKER		124494	3894246	5012.6230		VEHICLE SUPPLIES & PARTS	WATER DISTRIBUTION
		1,363.55	#89-11 - EGR COOLER INSERT		124353	479334	1410.6510		VEHICLE REPAIR SERVICE	STREETS
		1,382.10								
130428	12/21/2018	51.90	100369 BATTERIES PLUS BULBS BATTERIES		124354	031-P9457864	5252.6250		OTHER SUPPLIES & PARTS	AMBULANCE
		76.80	BATTERIES-EMERGENCY LIGHTS		124355	P8650116	5013.6240		BUILDING SUPPLIES & PARTS	WATER TREATMENT
		128.70								
130429	12/21/2018	335.70	109845 BDS LAUNDRY SYSTEMS WASHER REPAIRS		124356	SO1145740	1210.6505		EQUIPMENT REPAIR SERVICE	FIRE
		335.70								
130430	12/21/2018	20.00	123102 BINMAN LARSON, MIKEN REIMBURSE NOTARY NAME CHANGE		124455	REQUEST121418	5352.6460		SUBSCRIPTIONS & DUES	LICENSE BUREAU

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledgr	Account Description	Business Unit
130430	12/21/2018	20.00	123102 BINMAN LARSON, MIKEN						Continued...	
130431	12/21/2018	19.98	121156 BLUETARP FINANCIAL, INC. WASH BAY NOZZLES		124357	4131067314	1300.6220		EQUIPMENT SUPPLIES & PARTS	PUBLIC WORKS FACILITY / SHOP
130432	12/21/2018	75.00	125684 BUCKLEY, J. UTILITY REFUND-2217 THOMAS LN		124393	REFUND121818	5011.4882		ENTERPRISE SALES	WATER FUND REVENUES
130433	12/21/2018	257.00	121300 CAP ELECTRIC, INC RECONNECT LOOSE PIPES-PUSH BTN		124358	3515	5013.6525		ELECTRICAL REPAIR SERVICE	WATER TREATMENT
130434	12/21/2018	3,200.00	117611 CAPRA'S UTILITIES INC 2401 ORCHARD LN-RPR WATERMAIN		124359	5206	5012.6535		OTHER REPAIR	WATER DISTRIBUTION
130435	12/21/2018	130.00	123574 CARDMEMBER SERVICE BCA TRAINING-USER CONFERENCE		124498	STMT120418	1110.6470		TRAINING & SUBSISTANCE	POLICE
		60.98	SPREADER		124498	STMT120418	1210.6230		VEHICLE SUPPLIES & PARTS	FIRE
		36.33	RETURN INDEX MARKERS		124498	STMT120418	1210.6210		OFFICE SUPPLIES	FIRE
		10.00	EMERSON - RCLLG EVENT		124498	STMT120418	1010.6470		TRAINING & SUBSISTANCE	MAYOR & COUNCIL
		12.36	TREATS-PAINT W/POLICE		124498	STMT120418	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		19.36	GRANDMAS-DONUTS/ROLLS-MEETING		124498	STMT120418	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		33.99	INDEX MARKERS		124498	STMT120418	1210.6210		OFFICE SUPPLIES	FIRE
		49.49	PAUL CONWAY SHIELDS-SHEILDS		124498	STMT120418	1210.6290		UNIFORMS & CLOTHING	FIRE
		57.49	PAUL CONWAY SHIELDS-SHEILDS		124498	STMT120418	1210.6290		UNIFORMS & CLOTHING	FIRE
		77.05	TABLE CLOTHS-VOLUNTEER/CERT EV		124498	STMT120418	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		85.00	COURT CASE FILING FEE		124498	STMT120418	1041.6401		PROFESSIONAL SERVICES	LEGAL PROSECUTION
		89.98	BOOKSHELVES		124498	STMT120418	1110.6240		BUILDING SUPPLIES & PARTS	POLICE
		99.98	ICEMELT		124498	STMT120418	1210.6240		BUILDING SUPPLIES & PARTS	FIRE
		106.58	CABLE/ELEC TAPE/KNIFE/WALLBRD		124498	STMT120418	1210.6240		BUILDING SUPPLIES & PARTS	FIRE
		119.50	REWORK SHIELDS		124498	STMT120418	1210.6290		UNIFORMS & CLOTHING	FIRE
		125.00	CREATE SPACE - PAINT W/POLICE		124498	STMT120418	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		165.00	URBAN LAND INSTITUTE REGISTRAT		124498	STMT120418	1070.6470		TRAINING & SUBSISTANCE	PLANNING
		216.96	BROADCAST SPREADER/TARPS		124498	STMT120418	1210.6230		VEHICLE SUPPLIES & PARTS	FIRE
		253.45	PAUL CONWAY SHIELDS-SHEILDS		124498	STMT120418	1210.6290		UNIFORMS & CLOTHING	FIRE
		271.66	CASA LUPITA-CPA FINAL NIGHT		124498	STMT120418	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		445.41	PAUL CONWAY SHIELDS-SHEILDS		124498	STMT120418	1210.6290		UNIFORMS & CLOTHING	FIRE

Council Check Register by GL
Council Check Register by Invoice & Summary

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130435	12/21/2018		123574 CARDMEMBER SERVICE						Continued...	
		61.35	FARMERS MARKET LICENSE		124498	STMT120418	4242.6460		SUBSCRIPTIONS & DUES	ECONOMIC DEVELOPMENT GENERAL
		1,728.65	COMPETITION GIFTS-HOLIDAY OPEN		124498	STMT120418	5220.6250		OTHER SUPPLIES & PARTS	SPORTS CENTER SKATE LESSONS
		20.79	PARAMEDIC/FF INTERVIEW LUNCH		124498	STMT120418	5252.6470		TRAINING & SUBSISTANCE	AMBULANCE
		3,821.64								
130436	12/21/2018	19.95	114299 COMCAST		124360	877210541011327	5205.6401		PROFESSIONAL SERVICES	SPORTS CENTER GENERAL
		19.95	DECEMBER INTERNET			4DEC18				
130437	12/21/2018	422.50	125034 CORE & MAIN, LP		124361	J876955	5012.6535		OTHER REPAIR	WATER DISTRIBUTION
		9,645.00	WATERMAIN BREAK CLAMPS		124362	J903312	5012.7140		MACHINERY & EQUIPMENT	WATER DISTRIBUTION
		10,067.50	HYDRANTS FOR REPAIR							
130438	12/21/2018	825.55	125106 DELL MARKETING LP		124364	XK45659X4	4102.6295		SMALL TOOLS	EQ. ACQ. CITY HALL
		825.55	DELL OUTLET INSPIRON 14-7472	00020848						
130439	12/21/2018	75.00	125678 DEUTSCH, LYDIA BAKER		124334	PO20664	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		75.00	TOBACCO COMPLIANCE CHECK	00020664						
130440	12/21/2018	189.16	100971 EMERGENCY AUTOMOTIVE TECHNOLOGY INC		124365	AW100318-1A	5052.6295		SMALL TOOLS	SEWER
		189.16	STREAMLIGHT KNUCKLEHEAD							
130441	12/21/2018	540.00	120909 FIRE SAFETY USA, INC.		124368	117822	1210.6220		EQUIPMENT SUPPLIES & PARTS	FIRE
		347.50	CLASS A FOAM		124367	117997	1210.6290		UNIFORMS & CLOTHING	FIRE
		11,000.00	FIRE HELMET		124366	118231	1210.6290		UNIFORMS & CLOTHING	FIRE
		11,887.50	MORNING PRIDE COATS/PANTS							
130442	12/21/2018	29.85	125676 FLORHAUG, REBECCA		124369	REQUEST121018	1210.6250		OTHER SUPPLIES & PARTS	FIRE
		29.85	OPEN HOUSE SUPPLIES							
130445	12/21/2018	10.99	101049 FRATTALLONE'S HARDWARE-217966		124414	123231	1210.6230		VEHICLE SUPPLIES & PARTS	FIRE
		3.98	BATTERIES		124417	123334	5052.6220		EQUIPMENT SUPPLIES & PARTS	SEWER
			CAP 2" SLIP SCH							

Council Check Register by Invoice & Summary

12/17/2018 -- 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130445	12/21/2018		101049 FRATTALLONE'S HARDWARE-217966						Continued...	
		19.98	TRASH BAGS		124418	123336	2062.6220		EQUIPMENT SUPPLIES & PARTS	FORFEITURE EXPENDITURES
		7.29	LYSOL LINEN		124419	123342	1080.6220		EQUIPMENT SUPPLIES & PARTS	BUILDING CODES & ENFORCEMENT
		16.49	SECURITY BIT SET		124443	123350	1510.6295		SMALL TOOLS	PARKS
		27.78	DRINKING FOUNTAIN PARTS		124442	123351	1510.6220		EQUIPMENT SUPPLIES & PARTS	PARKS
		42.98	FLASHLIGHT/OUTLET TESTER		124420	123371	1080.6220		EQUIPMENT SUPPLIES & PARTS	BUILDING CODES & ENFORCEMENT
		8.49	SILCOCK BRASS		124421	123378	1510.6220		EQUIPMENT SUPPLIES & PARTS	PARKS
		4.29	COM CONNECT		124424	123384	1510.6240		BUILDING SUPPLIES & PARTS	PARKS
		7.49	FILLER WD		124426	123387	1110.6240		BUILDING SUPPLIES & PARTS	POLICE
		18.05	COUPLER/ADAPTERS/ELBOW		124422	123393	1510.6240		BUILDING SUPPLIES & PARTS	PARKS
		18.05	ADAPTER/ELBOX/COUPLER		124423	123394	1510.6240		BUILDING SUPPLIES & PARTS	PARKS
		15.97	BATTERIES-HANDICAP DOOR ACTIV		124425	123398	1050.6240		BUILDING SUPPLIES & PARTS	CITY HALL
		30.98	LIVE TRAP - SQUIRREL REMOVAL		124427	123457	1050.6250		OTHER SUPPLIES & PARTS	CITY HALL
		10.29	RUG BRUSH		124429	123467	1410.6295		SMALL TOOLS	STREETS
		11.87	PL500 LANDSCAPE/FASTENERS		124428	123493	1534.6240		BUILDING SUPPLIES & PARTS	LIONS PARK
		15.76	DUCT/ELECT TAPE		124428	123493	1510.6250		OTHER SUPPLIES & PARTS	PARKS
		5.98	CONN COMP		124430	123525	1110.6240		BUILDING SUPPLIES & PARTS	POLICE
		54.99	CONTR/FARM HOSES		124431	123531	1510.6220		EQUIPMENT SUPPLIES & PARTS	PARKS
		7.99	RAISED PLUGS		124432	123554	5205.6220		EQUIPMENT SUPPLIES & PARTS	SPORTS CENTER GENERAL
		9.47	PAINT PAIL LINERS/TRAY LINERS		124436	123570	1210.6220		EQUIPMENT SUPPLIES & PARTS	FIRE
		6.99	PAINT BRUSH		124435	123577	1210.6220		EQUIPMENT SUPPLIES & PARTS	FIRE
		27.98	NOZZLE		124438	123604	1210.6250		OTHER SUPPLIES & PARTS	FIRE
		7.25	RND PLUG/LIQUID NAILS		124437	123635	1510.6240		BUILDING SUPPLIES & PARTS	PARKS
		16.90	MOTH BALLS/MOUSE BAIT		124439	123783	1531.6240		BUILDING SUPPLIES & PARTS	LAKEWOOD HILLS
		19.96	MORTAR MIX		124440	123816	2042.6250		OTHER SUPPLIES & PARTS	SURFACE WATER POLLUTION EXP
		46.98	CARPET CLEANER RENTAL		124398	123989	1050.6555		RENTAL OF EQUIPMENT	CITY HALL
		2.59	KEY MASTER		124400	124145	1210.6240		BUILDING SUPPLIES & PARTS	FIRE
		15.98	TRUFUEL 4 CYCLE		124400	124145	1210.6272		FUELS	FIRE
		2.99	LIQUID NAILS		124413	124190	1110.6240		BUILDING SUPPLIES & PARTS	POLICE
		7.00	FASTENERS		124401	124203	1420.6220		EQUIPMENT SUPPLIES & PARTS	SNOW REMOVAL
		5.49	STAPLES		124403	124294	1537.6240		BUILDING SUPPLIES & PARTS	MATOSKA PARK
		29.49	POLY FILM		124402	124327	5013.6240		BUILDING SUPPLIES & PARTS	WATER TREATMENT
		18.45	WINTERBERRY/WIRE-DECORATIONS		124404	124425	1050.6240		BUILDING SUPPLIES & PARTS	CITY HALL
		24.99	EXTN CORD		124407	124460	1050.6240		BUILDING SUPPLIES & PARTS	CITY HALL
		1.49	WASHERS		124410	124477	1050.6240		BUILDING SUPPLIES & PARTS	CITY HALL
		1.58	ORINGS		124411	124479	1050.6240		BUILDING SUPPLIES & PARTS	CITY HALL
		35.64	HOOKS/UTILITY BRUSH/BOTTLE BRS		124408	124480	1110.6240		BUILDING SUPPLIES & PARTS	POLICE
		26.77	DISHWSHR BRUSH/BASKET/BATT		124409	124491	5252.6250		OTHER SUPPLIES & PARTS	AMBULANCE
		95.88	OIL		124409	124491	5252.6272		FUELS	AMBULANCE
		12.99	CLEANER		124406	124538	1300.6240		BUILDING SUPPLIES & PARTS	PUBLIC WORKS FACILITY / SHOP

Council Check Register by GL
Council Check Register by Invoice & Summary

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130450	12/21/2018	26.58 26.58	100159 GRANDMA'S BAKERY DONUTS		124447	985184-26800	1110.6250		OTHER SUPPLIES & PARTS Continued...	POLICE
130451	12/21/2018	4,044.43 4,044.43	118379 GRAYMONT CAPITAL INC HIGH CALCIUM QUICKLIME		124448	129237	5013.6260		CHEMICALS	WATER TREATMENT
130452	12/21/2018	156.66 156.67 156.67 1,450.00 890.00 2,810.00	125675 GROUND FX LAWN & LANDSCAPE, INC. SNOW REMOVAL 11/7 & 9 SNOW REMOVAL 11/7 & 9 SNOW REMOVAL 11/7 & 9 SNOW REMOVAL-DWNTN LOT - 11/29 SALT/SNOW REMOVAL-11/29		124450	7682	1050.6560 1110.6560 1210.6560 1420.6560 5302.6560		CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	CITY HALL POLICE FIRE SNOW REMOVAL PIONEER MANOR SENIOR HOUSING
130453	12/21/2018	51.65 51.65	125686 HANSON, WAYNE UTILITY REFUND-3700 HOWARD AVE		124391	REFUND121818	5011.4882		ENTERPRISE SALES	WATER FUND REVENUES
130454	12/21/2018	88.32 88.32	117949 HD SUPPLY FACILITIES MAINTENANCE TONER		124451	9168257791	5302.6210		OFFICE SUPPLIES	PIONEER MANOR SENIOR HOUSING
130455	12/21/2018	4,988.21 4,988.21	117321 HENRICKSEN PSG CITY ENGINEER'S OFFICE FURNIT	00020795	124452	659022	4102.6295		SMALL TOOLS	EQ. ACQ. CITY HALL
130456	12/21/2018	36.00 105.00 141.00	101066 ICE SKATING INSTITUTE BADGES BADGES		124336	13592	5220.6250 5220.6250		OTHER SUPPLIES & PARTS OTHER SUPPLIES & PARTS	SPORTS CENTER SKATE LESSONS SPORTS CENTER SKATE LESSONS
130457	12/21/2018	300.00 300.00	119279 INSTRUMENTAL RESEARCH INC NOVEMBER WATER TESTING		124453	1549	5013.6560		CONTRACTUAL SERVICES	WATER TREATMENT
130458	12/21/2018	1,000.00 1,000.00	120395 ISI DISTRICT 10 ISI COMPETITION REPORT		124454	COMP2018	5220.6460		SUBSCRIPTIONS & DUES	SPORTS CENTER SKATE LESSONS

Council Check Register by Invoice & Summary

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledgtr	Account Description	Business Unit
130459	12/21/2018	175.00 175.00	125683 JOHNSON, TIMOTHY UTILITY REFUND-2478 HILLSIDE		124394	REFUND121818	5011.4882		ENTERPRISE SALES Continued...	WATER FUND REVENUES
130460	12/21/2018	150.00 150.00	125680 KING, KATHERINE UTILITY REFUND-1912 9TH ST		124397	REFUND121818	5011.4882		ENTERPRISE SALES	WATER FUND REVENUES
130461	12/21/2018	58.33 58.33	125685 KNIUTSON, MICHAEL UTILITY REFUND-2570 MAYFAIR		124392	REFUND121818	5011.4882		ENTERPRISE SALES	WATER FUND REVENUES
130462	12/21/2018	54,899.69 54,899.69	125137 KRAUS-ANDERSON CONSTRUCTION COMPANY CONSTRUCTION MGMT SRV-10/31		124476	32675	4320.6401		PROFESSIONAL SERVICES	MUNICIPAL BLDG SPORTS CENTER
130463	12/21/2018	25.00 25.00	125687 LU, WEITING REFUND MESSAGE APPLICATION FEE		124390	REFUND121818	1001.4323		OTHER LICENSE & PERMITS	GENERAL FUND REVENUES
130464	12/21/2018	319.55 319.55	101094 MACQUEEN EQUIPMENT #24-08 - FLANGE BEARINGS		124456	P16561	1420.6220		EQUIPMENT SUPPLIES & PARTS	SNOW REMOVAL
130465	12/21/2018	275.00 275.00	120008 MARTINS, ARINOLA DAMAGE DEPOSIT REFUND		124457	REFUND120818	2031.4975		RENTAL INCOME	ARMORY REVENUES
130466	12/21/2018	33.98 14.99 124.00 16.99 6.19 4.78 40.38 35.64 7.84 12.79 25.74 329.00	101103 MENARDS UTILITY HEATERS NON-CONTACT TESTER 2 FAUCETS ADJ COMBINATION WRENCH LEAD FREE SILLCOCK QUICK SET TRAP BALSAM FIR/50 CT 60MM SHATT GD FLASHER BATTERIES GLUE GARAGE DOOR SEAL LOCK DEICER/PINE O/S CORNER MOWER		124387 124381 124381 124382 124383 124386 124384 124380 124378 124378 124385 124385	19771 19868 19868 19885 20021 20027 20260 20818 20879 20879 20888 20888	5220.6250 1510.6295 1300.6240 1510.6295 1546.6240 1050.6240 1300.6250 1410.6220 1510.6240 5252.6240 5205.6240 5205.6295		OTHER SUPPLIES & PARTS SMALL TOOLS BUILDING SUPPLIES & PARTS SMALL TOOLS BUILDING SUPPLIES & PARTS BUILDING SUPPLIES & PARTS OTHER SUPPLIES & PARTS EQUIPMENT SUPPLIES & PARTS BUILDING SUPPLIES & PARTS BUILDING SUPPLIES & PARTS SMALL TOOLS SPORTS CENTER SKATE LESSONS PARKS PUBLIC WORKS FACILITY / SHOP PARKS PODVIN PARK CITY HALL PUBLIC WORKS FACILITY / SHOP STREETS PARKS AMBULANCE SPORTS CENTER GENERAL SPORTS CENTER GENERAL	

12/17/2018 -- 12/21/2018

Account Description Continued...

Business Unit

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130475	12/21/2018	60,629.00	107349 NEW CENTURY SYSTEMS INC							
130476	12/21/2018	525.39	120956 NORTHEAST RESIDENCE, INC.		124463	REFUND121218	5011.4882		ENTERPRISE SALES	WATER FUND REVENUES
130477	12/21/2018	77.23	101263 NORTHLAND CHEMICAL CORP		124464	2471	5205.6240		BUILDING SUPPLIES & PARTS	SPORTS CENTER GENERAL
130478	12/21/2018	27.70	100554 OFFICE OF ENTERPRISE TECHNOLOGY						TELEPHONE	BUILDING CODES & ENFORCEMENT
		67.30	OCTOBER 2018 SERVICE		124465	W18100609	1080.6411		TELEPHONE	CITY HALL
		83.10	OCTOBER 2018 SRV-CONS DISTRICT		124465	W18100609	1050.6411		TELEPHONE	PUBLIC WORKS FACILITY / SHOP
		116.87	OCTOBER 2018 SERVICE		124465	W18100609	1300.6411		TELEPHONE	CITY HALL
		138.66	OCTOBER 2018 SERVICE		124465	W18100609	1050.6411		TELEPHONE	POLICE
		83.10	OCTOBER 2018 SERVICE		124465	W18100609	1110.6411		TELEPHONE	ARMORY OPERATIONS
		27.70	OCTOBER 2018 SERVICE		124465	W18100609	2032.6411		TELEPHONE	WATER TREATMENT
		27.70	OCTOBER 2018 SERVICE		124465	W18100609	5013.6411		TELEPHONE	WATER TREATMENT
		183.14	OCTOBER 2018 SERVICE		124465	W18100609	5302.6411		TELEPHONE	PIONEER MANOR SENIOR HOUSING
		55.61	OCTOBER 2018 SERVICE		124465	W18100609	5352.6411		TELEPHONE	LICENSE BUREAU
		810.88								
130479	12/21/2018	7.58	119122 O'REILLY AUTOMOTIVE INC		124466	3255-462871	1110.6230		VEHICLE SUPPLIES & PARTS	POLICE
		14.99	OIL FILTERS		124467	3255-462893	5013.6230		VEHICLE SUPPLIES & PARTS	WATER TREATMENT
		489.10	OIL PAN		124468	3255-467266	1320.6230		VEHICLE SUPPLIES & PARTS	GARAGE
		6.56	OIL FILTERS/AIR FILTERS/BLUEDF		124469	EB55031080	1320.6230		VEHICLE SUPPLIES & PARTS	GARAGE
		505.11	JULY FIRST CALL EB CREDIT							
130480	12/21/2018	193.80	101145 OXYGEN SERVICE CO		124470	03422655	1320.6555		RENTAL OF EQUIPMENT	GARAGE
		193.80	ACE150/OXY124							
130481	12/21/2018	553.65	116471 PAKOR INC NW8935		124472	8033039	5353.6210		OFFICE SUPPLIES	PASSPORTS
		553.65	MEDIA FASTID II							
130482	12/21/2018	2,356.50	111201 PERFORMANCE PLUS		124471	5268LF	1210.6401		PROFESSIONAL SERVICES	FIRE
			MEDICAL EVALUATIONS-DEC2018							

Council Check Register by GL
Council Check Register by Invoice & Summary

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130482	12/21/2018	2,356.50	111201 PERFORMANCE PLUS		124471	5268LF	5252.6401		PROFESSIONAL SERVICES	AMBULANCE
		4,713.00	MEDICAL EVALUATIONS-DEC2018						Continued...	
130483	12/21/2018	200.00	103094 PHOENIX ALTERNATIVES		124473	11300	2032.6560		CONTRACTUAL SERVICES	ARMORY OPERATIONS
		200.00	NOVEMBER CLEANING SERVICE							
130484	12/21/2018	75.00	125679 PREINER, NOEL MARIA GERARDA		124335	PO20664	1110.6250		OTHER SUPPLIES & PARTS	POLICE
		75.00	TOBACCO COMPLIANCE CHECK	00020664						
130485	12/21/2018	83.90	100545 PREMIER LIGHTING		124474	47989	1300.6240		BUILDING SUPPLIES & PARTS	PUBLIC WORKS FACILITY / SHOP
		179.50	BALLAST		124475	48038	5252.6240		BUILDING SUPPLIES & PARTS	AMBULANCE
		263.40	BALLASTS - GARAGE							
130486	12/21/2018	1,051.62	110413 PUMP AND METER SERVICE INC		124477	97377	1300.6515		BUILDING REPAIR SERVICE	PUBLIC WORKS FACILITY / SHOP
		505.28	CPU ISSUES		124477	97377	5252.6560		CONTRACTUAL SERVICES	AMBULANCE
		1,556.90	REMOVE/REPLACE SIGNS							
130487	12/21/2018	29,000.00	109337 RAMSEY COUNTY		124493	PRRRV-001012	1060.6560		CONTRACTUAL SERVICES	ELECTIONS
		29,000.00	ELECTION CONTRACT QTRLY PYMT							
130488	12/21/2018	64.50	100098 RAMSEY COUNTY ATTORNEYS OFFICE		124478	CN18024751	2062.6560		CONTRACTUAL SERVICES	FORFEITURE EXPENDITURES
		64.50	DWM FORFEITURE - CN 18024751							
130489	12/21/2018	665.31	121337 SELA ROOFING AND REMODELING		124479	12983	5205.6515		BUILDING REPAIR SERVICE	SPORTS CENTER GENERAL
		665.31	REPAIR RACQUETBALL CT ROOF							
130490	12/21/2018	118.01	125681 STOCKNESS, LUKE		124396	REFUND121818	5013.4882		ENTERPRISE SALES	WATER FUND REVENUES
		118.01	UTILITY REFUND-1615 EUGENE							
130491	12/21/2018	864.53	101269 TA SCHIFSKEY		124480	63957	5013.6535		OTHER REPAIR	WATER TREATMENT
		864.53	AGGREGATE MIXES/SAND/BASE							

Council Check Register by Invoice & Summary

12/17/2018-- 12/21/2018

Check #	Date	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130491	12/21/2018	101269 TA SCHIFSKY						Continued...	
130492	12/21/2018	120210 TERMINIX COMMERCIAL PEST CONTROL		124481	381182665	1210.6560		CONTRACTUAL SERVICES	FIRE
130493	12/21/2018	125682 THIERS, JAMES UTILITY REFUND-5116 WILD MARSH		124395	REFUND121818	5011.4882		ENTERPRISE SALES	WATER FUND REVENUES
130494	12/21/2018	101445 TIERNEY BROS HP DESIGNJET T2530 36" PRINTER 00020657		124482	786185	4116.6295		SMALL TOOLS	EQ. ACQ. MISCELLANEOUS
130495	12/21/2018	122242 TRANS UNION LLC NOVEMBER SERVICE		124483	11855830	1110.6401		PROFESSIONAL SERVICES	POLICE
130496	12/21/2018	112465 TWIN CITIES TRANSPORT & RECOVERY CN18024751-TOWING/STORAGE		124499	638982	2062.6560		CONTRACTUAL SERVICES	FORFEITURE EXPENDITURES
		CN18024815-FORFEITURE/STORAGE		124338	639016	2062.6560		CONTRACTUAL SERVICES	FORFEITURE EXPENDITURES
130497	12/21/2018	101462 VIKING ELECTRIC SUPPLY INC LIGHT TIMER REPLACEMENT		124485	S002125436.001	1110.6240		BUILDING SUPPLIES & PARTS	POLICE
		TIMER		124486	S002141647.001	1510.6240		BUILDING SUPPLIES & PARTS	PARKS
		LIGHT SENSOR-SALT SHED		124484	S002142789.001	1300.6240		BUILDING SUPPLIES & PARTS	PUBLIC WORKS FACILITY / SHOP
130498	12/21/2018	101461 VIKING INDUSTRIAL CENTER SHOE CLEATS - RINK FLOODING		124487	3154734	1510.6290		UNIFORMS & CLOTHING	PARKS
130499	12/21/2018	120842 W S & D PERMIT SERVICE REFUND PERMIT FEE		124489	WB071669	1000.2415		MN SURCHARGE DUE	GENERAL FUND BALANCE SHEET
		REFUND PERMIT FEE		124489	WB071669	1001.4405		BUILDING PERMITS	GENERAL FUND REVENUES
130500	12/21/2018	118099 WATER CONSERVATION SERVICES, INC LEAK LOCATE 11/19,11/20,11/21		124488	9007	5012.6535		OTHER REPAIR	WATER DISTRIBUTION

Council Check Register by GL
Council Check Register by Invoice & Summary

12/17/2018 - 12/21/2018

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
130500	12/21/2018		118099 WATER CONSERVATION SERVICES, INC						Continued...	
130501	12/21/2018	588.85	101481 WHITE BEAR TIRE AND AUTO		124490	202588	1110.6230		VEHICLE SUPPLIES & PARTS	POLICE
		588.85	#185 - TIRES/ALIGNMENT							
130502	12/21/2018		110046 XCEL ENERGY-GROUP BILLING							
		308.23	3901 MCKNIGHT-WELL#5-NOV		124492	5142977213NOV18	5012.6422		ELECTRIC	WATER DISTRIBUTION
		2,283.77	2414 ORCHARD-WELL#3-NOV		124492	5142977213NOV18	5012.6422		ELECTRIC	WATER DISTRIBUTION
		3,538.17	3359 MCKNIGHT-WELL#4-NOV		124492	5142977213NOV18	5012.6422		ELECTRIC	WATER DISTRIBUTION
		106.43	4410 LAKE AVE-LIONS-NOV		124491	5142977257NOV18	1430.6560		CONTRACTUAL SERVICES	STREET LIGHTING / SIGNALS
		11.48	2130 ORCHARD LN - NOV		124491	5142977257NOV18	2042.6422		ELECTRIC	SURFACE WATER POLLUTION EXP
		62.67	3495 CENTURY AVE - NOV		124491	5142977257NOV18	5012.6422		ELECTRIC	WATER DISTRIBUTION
		6,310.75								
130503	12/21/2018		121353 ZERESNAI, SOLOMON							
		325.00	OCT-DEC SHOWER CLEANING		124351	INV121018	1110.6560		CONTRACTUAL SERVICES	POLICE
		885.00	BREAKROOM/EXPANSION CLEANING		124351	INV121018	1050.6560		CONTRACTUAL SERVICES	CITY HALL
		1,210.00								

Payment Instrument Totals

Checks 262,659.45
Total Payments 262,659.45

Grand Total

262,659.45



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker, City Manager

Date: December 27, 2018

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

BACKGROUND

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

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

SUMMARY

Since 2017, White Bear Lake had been funding NYFS proportionate to other participating cities. The 2019 funding request \$40,684 represents a 2.8% increase over 2018, which was anticipated in the budget.

Most suburban Ramsey County Cities have entered into an agreement with NYFS on an annual basis for mental health services. Their agreement sets forth the services to be provided by NYFS to its clients and states the City's intent to provide funding for the coming year.

RECOMMENDED COUNCIL ACTION

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

ATTACHMENTS

Resolution
Cover Letter and Agreement

RESOLUTION NO.

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

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

WHEREAS, The City of White Bear Lake has been contracting with NYFS to provide youth and family services and wishes to continue to sponsor NYFS in 2019; and

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

2015	2016	2017	2018	2019
59,556	49,293	39,029	39,575	40,684

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of White Bear Lake that the Mayor and City Manager are authorized and hereby directed to execute an agreement with Northeast Youth and Family Services for a term through December 31, 2019.

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

December 21, 2018

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

Dear Ellen,

Enclosed is the 2019 partnership agreement with Northeast Youth & Family Services. I have also included the addendum referenced in section III-B Services Provided and Exhibit A referenced in section III-D-2 Funding.

Please sign and return a fully executed copy of the agreement to me. You can either send a hard copy through the mail or a pdf electronically. Either way we need a copy in our files for our audit.

We appreciate our partnership with you and look forward to another year of working in concert to serve the residents of our community. I will reach out to you in early January about setting up our annual presentation to the council.

If you have any questions or need more information, please don't hesitate to contact me.

Sincerely,



Jerry Hromatka
President & CEO

AGREEMENT

I. PARTIES

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

II. RECITALS

- A. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.
- B. Through this Agreement the City intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- C. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the City and NYFS.

III. TERMS AND CONDITIONS

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

- A. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- B. Services Provided. NYFS shall provide the City and its residents with youth and family programs set forth in the Addendum attached hereto.
- C. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
 - 1. Report regarding proposed changes in services and programs to the City; and

2. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

D. Funding

1. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
2. The City shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation using the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U). Such adjustment shall not exceed plus or minus 3% in any year. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
3. Any new City joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
4. Amounts payable by the City shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.

E. Board of Directors. This agreement is contingent upon the City having the right to a seat on the Board of Directors. The Board of Directors shall be limited to not more than 30 Board members.

F. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the following:

1. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
2. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.

3. On or before November 30, of any year NYFS shall submit a written report to the City including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.
4. Periodically advising the City of services available through NYFS to the City's residents;
5. Establishing a sliding scale for services available through NYFS to the City's residents and periodically advising the City of such fees;
6. Providing other reasonable information requested by the City;
7. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the City as an additional insured and providing a copy of the insurance certificate evidencing such policy to the City;
8. Provide the City with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
9. NYFS shall defend and indemnify the City from any and all claims or causes of actions brought against the City of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
10. Without the written approval of the City, NYFS will not enter into any agreement with any other city which differs from the terms and conditions of this Agreement.

G. Term. The term of this agreement will be through December 31, 2019. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the City if a successor agreement has not been executed prior to the end of the term.

H. (A) Distribution of Assets Upon Dissolution.

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

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

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

(B) Deviation from the Mission.

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

1. Consider the request and by a majority vote deny it.
2. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
3. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

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

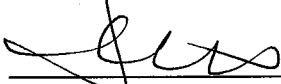
CITY OF WHITE BEAR LAKE

By: _____
Elected Official

Its: _____
Clerk/Manager

Dated: _____

NORTHEAST YOUTH & FAMILY SERVICES

By:  _____
President/CEO

Its:  _____
Chair of the Board of Directors

Dated: 12/01/18

Northeast Youth & Family Services

NYFS services fall into two categories: mental health services and youth development programs. By serving both areas within our agency, we can provide a continuum of care. This has proven beneficial because although mental health and youth development have similar goals, their distinctions also complement each other.

Contracted Services

Mental Health Services:

- *Mental Health Counseling* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

Community Service Programs:

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Senior Chore Program* – youth and other adults complete seasonal and household tasks to help seniors remain independent.

Non Contracted Services

Mental Health Services:

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

Community Service Programs:

- *Out of School Time* – underperforming youth receive support to increase grades, explore career and educational opportunities, and develop leadership in the community .

Northeast Youth & Family Services
 City Participation Figures

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
	1.7% increase CPI-U @ 6-12	1.1% increase CPI-U @ 6-13	2.1% increase CPI-U @ 6-14	.04% increase CPI-U @ 6-15	1.0% increase CPI-U @ 6/15	1.4% increase CPI-U @ 6/15	2.8% increase CPI-U @ 6/15
White Bear Lake	80,082	69,819	59,556	49,293	39,029	39,575	40,683



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Richter, City Manager
From: Kara Coustry, City Clerk
Date: December 28, 2018
Subject: Temporary liquor license for Bear Boating

BACKGROUND

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

SUMMARY

The City received an application from Deb McGuire on behalf of the Bear Boating of White Bear Lake, for a temporary liquor license. Bear Boating is a nonprofit organization that plans to provide a cash bar at a dance/fundraiser being held at the Armory. The event takes place on the evening of Saturday, March 23rd and will be confined to the Armory located at 2228 4th Street in White Bear Lake.

The applicant meets State regulations for temporary liquor licenses, but has yet to provide the liquor liability insurance certificate required by City Code.

RECOMMENDED COUNCIL ACTION

Staff recommends approval of the temporary liquor license contingent upon receipt of liquor liability insurance.

ATTACHMENTS

Resolution

RESOLUTION NO.

**A RESOLUTION APPROVING A TEMPORARY LIQUOR LICENSE
FOR BEAR BOATING OF WHITE BEAR LAKE, INC**

WHEREAS an application for a temporary on-sale liquor license has been made by Deb McGuire on behalf of Bear Boating of White Bear Lake, Inc. for the dance/fundraiser; and

WHEREAS Bear Boating of White Bear Lake, Inc. is a nonprofit organization that intends to provide alcohol during the fundraising event at the White Bear Lake Armory on March 23, 2019; and

WHEREAS the organization has yet to provide the liquor liability insurance as required by City Code.

NOW THEREFORE, BE IT RESOLVED that the White Bear Lake City Council under authority of Minnesota Statute section 340A.404 Subd. 10, approves the temporary liquor license for the following organization for the date and location indicated:

Bear Boating of White Bear Lake, Inc.
March 23, 2019
on the premises of
the White Bear Armory at
2228 4th Street
White Bear Lake, MN 55110

BE IT FURTHER RESOLVED that this temporary license approval is contingent upon receipt of liquor liability insurance.

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

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Richter, City Manager
From: Kara Coustry, City Clerk
Date: December 28, 2018
Subject: **Temporary liquor license for Church of St. Pius X**

BACKGROUND

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

SUMMARY

The City received an application from Rev. Joe Bambenek on behalf of the Church of St. Pius X for a temporary liquor license. The church is holding their 9th annual Winterfest fundraiser this February. The Church of St. Pius X is a nonprofit organization that plans to sell liquor, beer and wine on Sunday, February 10, 2019 from 11:30 a.m. – 4:30 p.m. Drinking would be confined to the community rooms and gathering space of the Parish facility located at 3878 Highland Avenue in White Bear Lake.

The applicant meets State regulations for temporary liquor licenses, and has provided a copy of the liquor liability insurance certificate required by City Code.

RECOMMENDED COUNCIL ACTION

Staff recommends unconditional approval of the temporary liquor license.

ATTACHMENTS

Resolution

RESOLUTION NO.

**A RESOLUTION APPROVING A TEMPORARY LIQUOR LICENSE
FOR CHURCH OF ST. PIUS X**

WHEREAS an application for a temporary on-sale liquor license has been made by Rev. Joe Bambenek on behalf of the Church of St. Pius X for a Lenten fish frys Friday; and

WHEREAS the Church of St. Pius X is a nonprofit organization that intends to provide liquor during their Winterfest fundraiser on Sunday, February 10, 2019; and

WHEREAS the organization has provided the liquor liability insurance certificate as required by City Code.

NOW THEREFORE, BE IT RESOLVED that the White Bear Lake City Council under authority of Minnesota Statute section 340A.404 Subd. 10, approves the temporary liquor license for the following organization for the date and location indicated:

Church of St. Pius X
Sunday, February 10, 2019
on the premises of
the Church of St. Pius at
3878 Highland Avenue
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 Manager's Office

MEMORANDUM

To: Ellen Richter, City Manager
From: Kara Coustry, City Clerk
Date: January 3, 2019
Subject: **Massage Therapy Establishment and Therapist License**

BACKGROUND

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

SUMMARY

The City received a complete massage therapist establishment and massage license application from Natnapha Phoosam for her new business called Sky Thai Massage Therapy LLC, located at 3634 White Bear Avenue, White Bear Lake.

The White Bear Lake Police Department verified the applicants' training credentials, insurance coverage, finances and criminal history reports and found nothing to preclude issuance of the above referenced massage therapist establishment and massage licenses for Natnapha Phoosam, Sky Thai Massage Therapy LLC.

RECOMMENDED COUNCIL ACTION

Staff recommends the City Council adopt the attached resolution approving issuance of massage therapist establishment and therapy license to Netnapha Phoosma of Sky Thai Massage Therapy LLC.

ATTACHMENTS

Resolution

RESOLUTION NO.

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

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

Massage Therapy Establishment License

Natnapha Phoosam	Sky Thai Massage 3634 White Bear Avenue White Bear Lake, MN 55110
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Massage Therapist License

Natnapha Phossam	Sky Thai Massage
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The foregoing resolution offered by Councilmember _____ and supported by Councilmember _____, was declared carried on the following vote:

Ayes:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

December 10, 2018

The Honorable Jo Emerson, Mayor of White Bear Lake, MN
And Members of the White Bear Lake City Council
4701 Highway 61
White Bear Lake, MN 55110

Dear Mayor Emerson and Members of the City Council:

Please accept and convey our sincere thanks and appreciation to Chief Julie Swanson and Sergeant John Vette for their assistance in helping to create an on-line law enforcement training course titled True North Constitutional Policing.

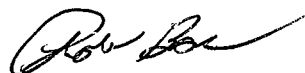
The True North Constitutional Policing course was initiated by the United States District Court in an effort to help make law enforcement more successful. The training consists of five modules of e-learning which focus on the Constitution being the foundation of policing. The training challenges officers to think about their personal biases and consider the legacy they hope to leave in the communities they serve.

Having an esteemed law enforcement agency such as the White Bear Lake Police Department contribute and be a part of this worthy training project has ensured its success. We will be forever grateful for the assistance given to us by Chief Swanson and Sergeant Vette, to create and bring this important and worthy project to a successful conclusion.

With sincere gratitude,



Lora L. Setter
Executive Director



Rob Boe
Board President

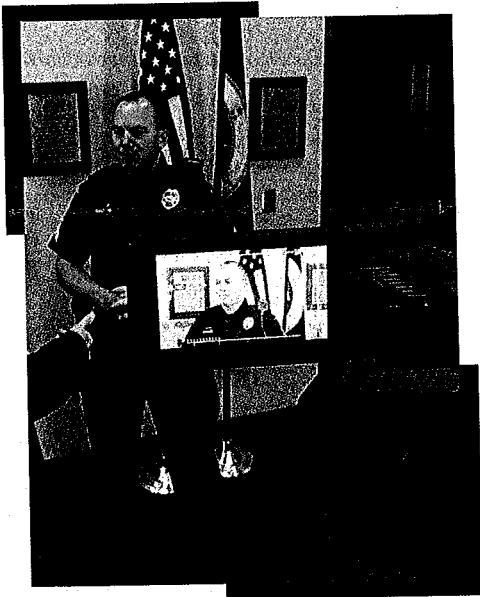
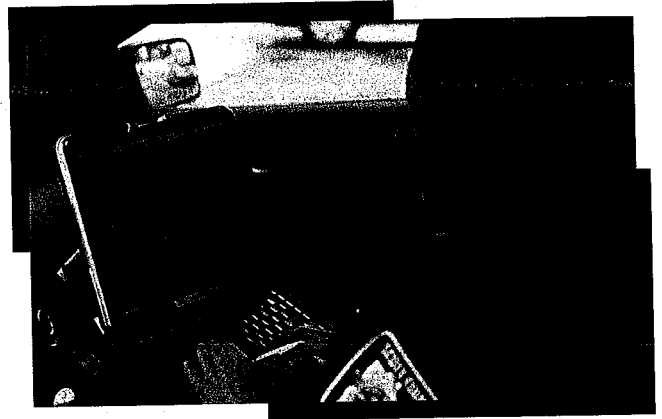
Cc: City Manager Ellen Hiniker
Chief Julie Swanson
Sergeant John Vette



Balancing order and liberty

WHAT IS TRUE NORTH?

- An engaging online training course based on the principles of the Constitution.
- A course filled with interactive scenarios and videos created in partnership with 14 Minnesota law enforcement agencies.
- An immersive learning experience that connects America's history to current social issues.



WHY TRUE NORTH?

- Training is Minnesota POST-accredited and meets mandated training criteria.
- Offered at no charge to all Minnesota Peace Officers.
- Provides an authentic learning experience with real men and women of law enforcement, not actors.
- Inspires officers to embrace constitutional principles when making challenging on-the-job decisions.

For more information and to register, visit
www.truenorthpolicing.com.