



AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF
THE CITY OF WHITE BEAR LAKE, MINNESOTA
TUESDAY, JANUARY 22, 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 January 22, 2019

3. APPROVAL OF THE AGENDA

4. VISITORS AND PRESENTATIONS

Nothing scheduled

5. PUBLIC HEARINGS

Nothing scheduled

6. LAND USE

Nothing scheduled

7. UNFINISHED BUSINESS

Nothing scheduled

8. ORDINANCES

Nothing scheduled

9. NEW BUSINESS

A. Resolution authorizing the Mayor and City Manager to execute a joint powers agreement between the City of White Bear Lake and White Bear Township to enter into an engineering services contract with Short Elliot Hendrickson for trail design work.

B. Resolution establishing the City Manager's Salary effective January 1, 2019

10. CONSENT

- A. Acceptance of minutes of the October, November, December Environmental Advisory Commission, November Parks Advisory Commission.
- B. Resolution correcting the insurance contribution amounts of the 2019-2020 LELS – Police Sergeants labor agreement
- C. Resolution authorizing temporary liquor licenses for Church of St. Pius X

11. DISCUSSION

- A. Refuse and recycling contract, expiring August 30, 2019

12. COMMUNICATIONS FROM THE CITY MANAGER

- A. Update on Rush Line Station Area Planning Process
- B. Update on 2019 ClimateSmart Exchange

13. ADJOURNMENT

- 14. CLOSED SESSION** - Pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c)(3), it is proposed for the City Council to move into a closed session to develop or consider offers or counteroffers for the purchase or sale of real or personal property.



MINUTES
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

Mayor Emerson called the meeting to order at 7:00 p.m. Councilmembers Doug Biehn, Kevin Edberg, Steven Engstran and Dan Jones in attendance. Councilmember Bill Walsh excused absence. Staff members present were City Manager Ellen Hiniker, Assistant City Manager Rick Juba, Finance Director Don Rambow, Assistant Finance Director Kerri Kindsvater, Public Works Director/City Engineer Paul Kauppi, City Clerk Kara Coustry and City Attorney Troy Gilchrist.

PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

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

It was moved by Councilmember **Edberg** seconded by Councilmember **Jones**, to approve the Minutes of the Regular City Council Meeting on December 11, 2018.

Motion carried unanimously.

3. APPROVAL OF THE AGENDA

Mayor Emerson stated that 9H will be deleted as this item is also on the agenda as 7A.

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

Motion carried unanimously.

4. VISITORS AND PRESENTATIONS

A. Oath of Office

Chief Peterson introduced each of the following Fire Department employees and the city clerk administered the Oath of Office to: Trevor Baran, Chelsea Flores, Kurt Frison, Joseph Gibbs, Margaret Janssen, Neil Olness, Joshua Parrow, Timothy Rossbach, Regenea Schlichenmeyer, Joseph Selby, Matthew Stallings, Robert Weidman and Matthew Wenzel.

Mayor Emerson noted a Boy Scouts Troop in attendance and called them up for an introduction. Allen McCutchen with Troop 112 stated they are working on their merit badge for Citizen and Community.

5. PUBLIC HEARINGS

Nothing scheduled

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

City Manager Hiniker reported that the City Council held two closed sessions to discuss litigation related to coal tar sealants in City's waterways. She explained that coal tar sealants contain high levels of polycyclic aromatic hydrocarbons (PAHs), which are chemical compounds that form when coal is incompletely burned. PAHs are a serious environmental hazard. Since they 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. She explained that manufacturers market and sell their tars for use in sealants or coatings put down by paving companies and homeowners. 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. Ms. Hiniker stated that these toxic particles then run off into lakes and ponds where they are harmful to the environment and impose expensive cleanup costs.

Ms. Hiniker added that 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. The degradation of previously applied coal tar sealants continues to cause environmental harm. Ms. Hiniker noted 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.

Ms. Hiniker reported that during the second closed session meeting, staff was directed to work with participating cities to finalize a legal services agreement. On Friday, December 28, 2018, lawsuits were filed by Plant and Mooty on behalf of Burnsville, Bloomington, Maple Grove, Eden Prairie, Minnetonka, White Bear Lake and Golden Valley, with more expected to follow.

Ms. Hiniker stated that 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, 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.

Councilmember Biehn had originally voted against making coal tar sealants illegal, mainly because he likes these initiatives to be statewide rather than local. Today, he is glad he was out-voted and offered his support.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Jones**, to adopt **Resolution No. 12320** approving and ratifying the legal services agreement for representation of stormwater sediments related to chemicals from coal tar sealants.

Motion carried unanimously.

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, Rush Line Task Force and Northeast Youth and Family Services.

Mayor Emerson reviewed current designations and received consensus to retain the following 2018 appointments in 2019:

<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

It was moved by Councilmember **Biehn**, seconded by Councilmember **Engstran**, to adopt **Resolution No. 12321** appointing City representatives to various committees.

Motion carried unanimously.

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

City Manager Hiniker reported that the City Charter assigns the responsibility for annual appointment of attorneys to the City Council. 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 attorneys at the first meeting January, an appointment resolution for 2019 has been established with the same payment terms as 2017.

Ms. Hiniker stated that the City’s current lead counsel is not seeking reappointment. An RFP for on-going legal services will be prepared for Council’s consideration at a future meeting; meanwhile, as discussed with the Council subcommittee, staff recommends the municipal law firm Kennedy & Graven be appointed for a six month period. Ms. Hiniker noted that Troy Gilchrist will serve as Lead Attorney and the firm is honoring it rates outlined in its 2017 proposal.

It was moved by Councilmember **Jones**, seconded by Councilmember **Edberg**, to adopt **Resolution No. 12322** designating City Attorney – Prosecutor.

Motion carried unanimously.

It was moved by Councilmember **Jones**, seconded by Councilmember **Edberg**, to adopt **Resolution No. 12323** designating City Attorney – Counselor.

Motion carried unanimously.

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

City Engineer Kauppi reported that in January 2018, Council adopted a Right of Way Ordinance to manage utilities in the right of way. That ordinance set forth fees for 2018 and referenced future years' fees would be provided in the annual fee schedule ordinance. Mr Kauppi mentioned that due to transition in staff, these fees were not accounted for in the adoption of the 2019 fee schedule.

Mr. Kauppi explained there are two fee components. The excavation fee is recommended at \$200 to cover staff time required to review plans and inspect the site. The small cell wireless facility permit fee requires in-depth staff review for installation of small cell wireless facilities in City's right of way. These often require agreements and more staff time for processing. Mr. Kauppi stated the League of Minnesota Cities, through its review of federal and state legislation; recommend a permit fee of \$500 for the first five sites and \$100 for each additional site.

Councilmember Edberg inquired as to when the small cell fee is actually incurred and referenced the memo noting staff's time and expense incurred even if a permit is not issued. Mr. Kauppi responded the fee is collected at the time of application, however, there are conversations with staff in advance of a permit application to ensure a successful application. Councilmember Edberg explained these are large companies making significant use of public infrastructure and asked whether the City is taking all opportunities to fully recover its expenses.

Mr. Kauppi explained that staff is following the League of Minnesota the Cities recommendation for 2019 to avoid legal battles with large cell companies, but will track staff's actual time to handle and process these applications so there will be documentation for setting the most appropriate fee in the 2020 fee schedule ordinance.

It was moved by Councilmember **Engstran**, seconded by Councilmember **Edberg**, to adopt **Resolution No. 12324** setting 2019 fees associated with the Right of Way Ordinance.

Motion carried unanimously.

D. Resolution naming the official newspaper to perform official publications

City Manager Hiniker reported that the White Bear Lake City Charter states that the City Council shall, at its first regular meeting in January, designate the City's official newspaper for publication of all notices required by the City's Charter. 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, Ms. Hiniker explained 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.

Ms. Hiniker stated that the White Bear Press 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 \$0.82 cent increase per column inch over 2018. She explained the increase is reflective

of some extraordinary increases in print prices experienced by Press Publications in 2018. Ms. Hiniker expressed appreciation for the newspaper's diligence in reporting and forwarded a recommendation to accept the White Bear Press as its official newspaper in 2019.

It was moved by Councilmember **Jones**, seconded by Councilmember **Biehn**, to adopt **Resolution No. 12325** naming the official newspaper to perform official publications.

Motion carried unanimously.

E. Resolution authorizing 2019 travel reimbursement amounts

Finance Director Rambow reported that the travel reimbursement program for 2019 remains virtually unchanged. Staff recommends adopting the federal reimbursement mileage rate of \$0.58 cents per mile, up from \$0.545 cents per mile. No changes are recommended to the meal reimbursement as it is extremely close to the State Administrative and Education program reimbursement.

It was moved by Councilmember **Edberg**, seconded by Councilmember **Jones**, to adopt **Resolution No. 12326** authorizing 2019 travel reimbursement amounts.

Motion carried unanimously.

F. Resolution amending the Union contract with Law Enforcement Labor Services for White Bear Lake Police Department Sergeants (LELS)

Ms. Hiniker reported that staff and Law Enforcement Labor Services (LELS) Union representatives for Sergeants have reached a tentative agreement for a two-year contract effective through 2020. Union membership ratified the agreement, which would become final upon City Council approval.

Ms. Hiniker explained the insurance is 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. She reported that the 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, which is in line with other groups in the City. Ms. Hiniker noted that compensation for Sergeants is competitive with comparable cities and 3% increases for 2019 and 2020 mirrors other labor agreements within the City.

It was moved by Councilmember **Edberg**, seconded by Councilmember **Engstran**, to adopt **Resolution No. 12327** amending the Union contract with Law Enforcement Labor Services for White Bear Lake Police Department Sergeants (LELS)

Motion carried. Councilmember Biehn abstained.

G. Resolution amending the Union contract with Minnesota Public Employers Association of Police Officers (MNPEA)

Ms. Hiniker reported that staff and Minnesota Public Employees Association (MNPEA) for Patrol Officers reached a tentative agreement for a two-year contract effective through 2020.

Union membership ratified the agreement, which would become final upon City Council approval.

Ms. Hiniker reported that insurance provision in this contract is recommended the same as approved for other labor groups and non-bargaining units in the City. Ms. Hiniker noted, to address market shortfalls in pay for police officers, beginning pay is recommended at a rate closer to the average start pay at comparable metropolitan police departments. Two and three-years officer pay is slightly below average and mid-year market adjustments in 2019 will help address this issue over the two-year span of the contract.

Ms. Hiniker explained that as the pool of eligible officers for hire continues to decrease, it is important to remain competitive with pay and benefits to retain 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.

It was moved by Councilmember **Biehn**, seconded by Councilmember **Engstran**, to adopt **Resolution No. 12328** amending the Union contract with Minnesota Public Employers Association of Police Officers (MNPEA).

Motion carried unanimously.

Mayor Emerson temporarily recessed the Council Meeting at 7:30 p.m.

10. HOUSING AND REDEVELOPMENT AUTHORITY

Chair Doug Biehn called the Housing and Redevelopment Authority to order at 7:30 p.m. (please refer to the minutes of the Housing and Redevelopment Authority for action taken that included the following items):

1. Call to order/Roll Call
2. Approval of the minutes
3. Approval of the agenda
4. Election of a Chair and Vice Chair of HRA
5. Adjournment:

Mayor Emerson reconvened the City Council meeting at 7:34 p.m.

11. CONSENT

- A. Resolution establishing regular meeting nights of the City Council of the City of White Bear Lake. **Resolution No. 12329**
- B. Resolution authorizing City Manager to invest and transfer funds for the City, designation of band depository, and depositing for investments. **Resolution No. 12330**
- C. Resolution fixing surety bonds for various City Officials and providing for approval of the same. **Resolution No. 12331**

- D. Resolution authorizing the City Manager to pay claims made against the City. **Resolution No. 12332**
- E. Resolution authorizing a service agreement with Northeast Youth and Family Services. **Resolution No. 12333**
- F. Resolution authorizing temporary liquor license for Bear Boating of White Bear Lake. **Resolution No. 12334**
- G. Resolution authorizing temporary liquor license for Church of St. Pius X. **Resolution No. 12335**
- H. Resolution authorizing massage therapy establishment and therapist license. **Resolution No. 12336**

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

Motion carried unanimously.

12. DISCUSSION

A. Administrative Hearing Officer Appointment 2019

City Manager Hiniker explained that Kathleen Marac had been the City's Administrative Hearing Officer for quite some time. Due to health considerations, Ms. Hiniker asked for more time to find an appointee and noted that the Charter does not require this appointment at this first meeting of the year. In the meantime, Ms. Hiniker relayed that the City Manager has the authority to assign a staff member to hear any cases provided they do not involve speeding.

B. Ramsey County Suburban Cable Commission

Ms. Hiniker mentioned the City of Vadnais Heights recently passed a resolution, which authorized their staff to carry on separate franchise negotiations with Comcast. She stated there are several issues related to this decision that warrant further discussion. Ms. Hiniker described meeting with Tim Finnerty, the Executive Director of Ramsey/Washington Suburban Cable Commission. Both agreed that a broader meeting with the Cable Commission is needed to revisit the reason cities joined in the first place and discuss the Commission's relevance going forward.

Ms. Hiniker stated that Councilmember Walsh expressed an interest in being present at this meeting. She asked if there was interest from others and Councilmember Jones asked to be included as well.

Councilmember Edberg asked City Manager Hiniker to draft a memorandum to Council providing a base of knowledge and highlighting what is at stake. He wanted some options for the City to consider for improving service to the community in the face of this changing environment.

City Manager Hiniker added that Maplewood pulled out of the joint powers agreement three years ago, as they (and now Vadnais Heights) believed they could better spend franchise fees rather than work collectively through the Commission. Ms. Hiniker stated that each city would get more franchise money separately but that duplicating the services offered by the Commission

would be expensive and difficult for a city to provide on its own, which is why the city joined this Commission in the first place.

Councilmember Edberg pointed out that the Minnesota Attorney General filed a lawsuit against Comcast in late December, alleging significant over-charging and financial abuse of customers. He asked whether this corporate behavior has had an impact on the City. Ms. Hiniker stated that Tim Finnerty and the attorney on behalf of the Commission had correspondence with Comcast related to this litigation and will be watching this on behalf of White Bear Lake.

Councilmember Jones clarified there is more to the Cable Commission than providing support with Comcast, for example they record and broadcast the public meetings, they also provide production and filming of local events and local programming, which is a big value. He said it would be difficult to set a budget for these activities without the assistance of other communities.

13. COMMUNICATIONS FROM THE CITY MANAGER

- RushLine BRT Open House in City Hall, Thursday, January 10 from 4:30 – 7:30 p.m hosted by Ramsey County Regional Railroad BRT staff to discuss the platform planning process as it affects the downtown. There were two pop-up BRT events this past week, one at the Library and one today at the YMCA. Ms. Hiniker stated that a survey is also available for people to vote for one of five downtown platform locations.
- Public Works/Engineering updates – Paul Kauppi, PW Director/City Engineer
 - Lack of snow this winter has meant less staff overtime and reduced use of salt and fuel.
 - No water main breaks so far this year with good weather reported in the coming week. As a result staff have been able to catch up on tree trimming.
- Finance Department update – Don Rambow
 - Budget books are complete and this is the City's first book to contain a budget for all of the City's funds, including the Construction Fund.
 - The Finance Report is the next big focus for the department.

14. ADJOURNMENT

There being no further business before the Council, it was moved by Councilmember **Engstran** seconded by Councilmember **Jones** to adjourn the regular meeting at 7:46p.m.

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

**JOINT POWERS AGREEMENT
BETWEEN
THE TOWN OF WHITE BEAR AND THE CITY OF WHITE BEAR LAKE**

THIS JOINT POWERS AGREEMENT (Agreement) is made and entered into the ___ day of _____, 2019 by and between the Town of White Bear (the Town), a political subdivision of the State of Minnesota and the City of White Bear Lake (City), a home rule charter city and political subdivision of the State of Minnesota.

RECITALS

A. A proposal has been made to construct a trail around White Bear Lake. Both the Town and City are preparing plans for construction of that portion of the trail lying along the south side of Trunk Hwy. 96 between White Bear Lake, County Park and Dellwood Avenue (Trunk Hwy. 244).

B. To properly plan and design the trail the Town and City need to coordinate their efforts. This includes communications with third parties, including but not limited to Ramsey County (County), Minnesota Department of Transportation (MNDOT) and Lake Links Association.

C. Both the Town and City have selected Short Elliott Hendrickson, Inc. [\(SEH\)](#), to act as consultant for the planning and designing of the trail.

D. The City has requested that the Town act as principal in the contract with SEH.

PURPOSE

Minnesota Statutes, Section 471.59 provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised.

AGREEMENT

NOW, THEREFORE, in consideration of mutual benefits herein expressed, the Town of White Bear and the City of White Bear Lake agree as follows:

1. That subject to approval the City council of the City the Town is hereby authorized to execute a contract with SEH in the form attached hereto as Exhibit A.

2. The Town shall act as principal, directing SEH and answering any question SEH may have concerning the plans and design of the proposed trail. The Town shall copy the City on

all communications with SEH and shall provide the City with regular progress reports. The Town shall inform the City of any meetings with any third party, including Count or MNDOT. It is understood that the City has the right to send representatives to said meetings.

3. Before submitting any plans for proposals to either the County or MNDOT, representatives of the Town and City shall meet and agree upon a joint plan for the proposed design. In the event the plans or proposals must be submitted to meet a deadline and the Town and City are unable to confer prior to that deadline. ~~Then in that event,~~ the Town ~~is hereby authorized to submit on behalf~~ shall at a minimum obtain the consent of the City ~~those plans and proposals approved by the Town~~ Manager prior to submitting the plans. Prior to such submission the Town shall provide the City with a copy of said submissions.

4. All expenses charged by SEH in connection to the contract shall be shared equally between the Town and City. SEH shall forward all invoices to the Town. The Town shall then forward copies of all invoices together with a statement with the City's share of expenses. The City shall review the invoices and in the event any questions are raised regarding the invoices, the City shall within ten days of the Town mailing the invoices provide the Town written detailed objections. Concerning those invoices to which the City raises no objection, the City shall ~~immediately~~ issue a check to the ~~Township~~ Town within seven business days for its share of the costs. In the case of those invoices to which the City objects, no payment for the disputed amount shall be made to SEH by either the Town or the City until such a time as the objections are resolved. It is hereby understood that all payments due under the SEH contract shall be the responsibility of the Town.

5. The financial obligations of the City and Town for the initial engineering to be performed by SEH under the agreement attached as Exhibit A shall not exceed a combined total of \$22,000, unless the City and Town agree in writing to a change in the scope of the work. Any additional work to be performed under this Agreement must be agreed to by the parties in writing prior to undertaking such work. Any such agreements for additional work shall be attached hereto and made part of this Agreement.

6. ~~5-~~The Town and City shall each be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The Town and City's liabilities are subject to statutory liability and limits. The limits and liability for the Town and City may not be added together to determine the maximum amount of liability for either party.

7. ~~6-~~This Agreement shall remain in full force and effect until all necessary government approvals and permits are obtained for construction of the Trail. No amendment to this Agreement shall be effective unless an amendment is reduced to writing and said written document is approved by both the Town and City.

IN WITNESS WHEREOF, the Town of White Bear and the City of White Bear Lake have

caused this Agreement to be executed on their behalf by their proper officers, Board and Council.

~~[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]~~

TOWN OF WHITE BEAR

Dated: _____

By: _____

Its: Town Board Chair

Dated: _____

By: _____

Its: Town Clerk

CITY OF WHITE BEAR LAKE

Dated: _____

By: _____

Its: Mayor

Dated: _____

By: _____

Its: City Manager

Document comparison by Workshare Compare on Monday, January 14, 2019
2:40:11 PM

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Rendering set	Standard

Legend:	
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Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	18



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council

From: Ellen Hiniker, City Manager

Date: January 17, 2019

Subject: **JPA with the White Bear Township to enter into contract with SEH for preliminary trail design work on state Trunk Highway 96**

BACKGROUND

As part of the 2017 legislative funding allocation for preliminary design and construction of some remaining Lake Links trail segments, \$22,000 was designated for concept design of the segment along Trunk Highway 96. This section of the Lake Links Trail is a state highway that travels through the City of White Bear Lake and White Bear Township.

Last fall, staff from both communities met with representatives from the Township's consulting engineering firm, SEH, to request a proposal for design work that could be completed within the limits of a \$22,000 budget. The scope of this work would be to identify public and utility right of way, analyze alternative alignments and perform preliminary design work that could be used for general project cost estimates. Attached is the SEH proposal for Council's review. Because the proposal was submitted last fall, there are some non-substantive edits related to execution dates and timelines needed before its execution.

SUMMARY

The City Council is being asked to execute the attached Joint Powers Agreement with White Bear Township that directs use of the funds and assigns White Bear Township to act as principal in the contract with SEH for preliminary trail design work on Highway 96. Although the Township is assigned principal in the contract, City staff will remain directly involved throughout the term of this contract.

RECOMMENDATION

Staff recommends adoption of the attached resolution authorizing the Mayor and City Manager to execute the Joint Powers Agreement with White Bear Township to enter into a contract with SEH for preliminary design services.

ATTACHMENTS

Resolution
JPA
Contract

RESOLUTION NO.

RESOLUTION APPROVING A JOINT POWERS AGREEMENT BETWEEN THE TOWN OF WHITE BEAR AND THE CITY OF WHITE BEAR LAKE FOR ENGINEERING TRAIL WORK WITH SHORT ELLIOTT HENDRICKSON, INC (SEH)

WHEREAS, the state legislature appropriated \$22,000 for preliminary design work on the Highway 96 segment of the Lake Links Trail; and

WHEREAS, this segment of the Lake Links Trail is on a state trunk highway and travels through the jurisdictions of the City of White Bear Lake and White Bear Township; and

WHEREAS, the City and Township received a proposal from Short Elliot Hendrickson, White Bear Township's consulting engineering firm, which outlines a scope of work based on a \$22,000 budget; and

WHEREAS, through execution of a Joint Powers Agreement, Short Elliot Hendrickson will provide contracted services to define alternative trail alignments and perform preliminary design work for the Highway 96 segment of the Lake Links Trail, with the Township to act as principal to the contract.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of White Bear Lake hereby authorizes the Mayor and the City Manager to execute the Joint Powers Agreement with the Town of White Bear.

BE IT FURTHER RESOLVED that the City authorizes the Town to act as principal in the contract for plans and design of the proposed trail with SEH.

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

**JOINT POWERS AGREEMENT
BETWEEN
THE TOWN OF WHITE BEAR AND THE CITY OF WHITE BEAR LAKE**

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RECITALS

A. A proposal has been made to construct a trail around White Bear Lake. Both the Town and City are preparing plans for construction of that portion of the trail lying along the south side of Trunk Hwy. 96 between White Bear Lake, County Park and Dellwood Avenue (Trunk Hwy. 244).

B. To properly plan and design the trail the Town and City need to coordinate their efforts. This includes communications with third parties, including but not limited to Ramsey County (County), Minnesota Department of Transportation (MNDOT) and Lake Links Association.

C. Both the Town and City have selected Short Elliott Hendrickson, Inc. (SEH), to act as consultant for the planning and designing of the trail.

D. The City has requested that the Town act as principal in the contract with SEH.

PURPOSE

Minnesota Statutes, Section 471.59 provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised.

AGREEMENT

NOW, THEREFORE, in consideration of mutual benefits herein expressed, the Town of White Bear and the City of White Bear Lake agree as follows:

1. That subject to approval the City Council of the City the Town is hereby authorized to execute a contract with SEH in the form attached hereto as Exhibit A.

2. The Town shall act as principal, directing SEH and answering any question SEH may have concerning the plans and design of the proposed trail. The Town shall copy the City on

all communications with SEH and shall provide the City with regular progress reports. The Town shall inform the City of any meetings with any third party, including Count or MNDOT. It is understood that the City has the right to send representatives to said meetings.

3. Before submitting any plans for proposals to either the County or MNDOT, representatives of the Town and City shall meet and agree upon a joint plan for the proposed design. In the event the plans or proposals must be submitted to meet a deadline and the Town and City are unable to confer prior to that deadline, the Town shall at a minimum obtain the consent of the City Manager prior to submitting the plans. Prior to such submission the Town shall provide the City with a copy of said submissions.

4. All expenses charged by SEH in connection to the contract shall be shared equally between the Town and City. SEH shall forward all invoices to the Town. The Town shall then forward copies of all invoices together with a statement with the City's share of expenses. The City shall review the invoices and in the event any questions are raised regarding the invoices, the City shall within ten days of the Town mailing the invoices proved the Town written detailed objections. Concerning those invoices to which the City raises no objection, the City shall issue a check to the Town within seven business days for its share of the costs. In the case of those invoices to which the City objects, no payment for the disputed amount shall be made to SEH by either the Town or the City until such a time as the objections are resolved. It is hereby understood that all payments due under the SEH contract shall be the responsibility of the Town.

5. The financial obligations of the City and Town for the initial engineering to be performed by SEH under the agreement attached as Exhibit A shall not exceed a combined total of \$22,000, unless the City and Town agree in writing to a change in the scope of the work. Any additional work to be performed under this Agreement must be agreed to by the parties in writing prior to undertaking such work. Any such agreements for additional work shall be attached hereto and made part of this Agreement.

6. The Town and City shall each be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The Town and City's liabilities are subject to statutory liability and limits. The limits and liability for the Town and City may not be added together to determine the maximum amount of liability for either party.

7. This Agreement shall remain in full force and effect until all necessary government approvals and permits are obtained for construction of the Trail. No amendment to this Agreement shall be effective unless an amendment is reduced to writing and said written document is approved by both the Town and City.

IN WITNESS WHEREOF, the Town of White Bear and the City of White Bear Lake have caused this Agreement to be executed on their behalf by their proper officers, Board and Council.

TOWN OF WHITE BEAR

Dated: _____

By: _____

Its: Town Board Chair

Dated: _____

By: _____

Its: Town Clerk

CITY OF WHITE BEAR LAKE

Dated: _____

By: _____

Its: Mayor

Dated: _____

By: _____

Its: City Manager

Agreement for Professional Services

This Agreement is effective as of November 28, 2018, between White Bear Township (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Preliminary engineering for a new trail proposed on the south side of Trunk Highway 96 between White Bear Lake County Park and Dellwood Avenue (Trunk Highway 244) and as further described in the attached Task Hour Budget (THB) labeled Exhibit 1.

Client's Authorized Representative: Tom Riedesel

Address: 1281 Hammond Road
White Bear Township, MN 55110

Telephone: 651.747.2761 email: tom.riedesel@whitebeartownship.org

Project Manager: Toby Muse, PE

Address: 10901 Red Circle Drive, Suite #300
Minnetonka, MN 55343

Telephone: 952.912.2616 email: tmuse@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See attached Task Hour Budget (THB) labeled Exhibit 1.

Schedule: Submittal of alternative alignments will occur within 3 weeks of notice to proceed. Entire contract will be completed within 6 weeks of notice to proceed, pending MnDOT & Ramsey County review timeframes.

Payment: The estimated fee is hourly subject to a not-to-exceed amount of \$22,000.00 including expenses and equipment.

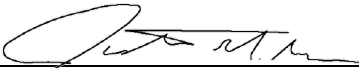
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

White Bear Township

By: 
Justin Gese, PE, LEED GA
Title: Client Service Manager

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between White Bear Township (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 28, 2018

**Payments to Consultant for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Project Name: TH96 Trail - Preliminary Engineering

Client: White Bear Township

SEH Fee Estimate

Revised Date: November 28, 2018

EXHIBIT 1

	Billing Title	PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #1 - Project Management											
1.1	Contract and General										
	Develop & execute Township agreement	2									2
	Create project in accounting system	1							1		2
	Invoice management	1							1		2
	Subtotal Hours	4							2	N/A	6
	Subtotal Fees	\$651.29							\$180.94		\$832.23
1.2 Meetings (Notice, Agenda, Materials, Minutes)											
	Kickoff meeting with Client (1)	2	2								4
	Kickoff meeting with SEH Staff	1	1	1	1	1	1				6
	Site walk with Lake Links Association (1)	2	2								4
	Client design update meeting (one meeting)	2	2								4
	Subtotal Hours	7	7	1	1	1	1			N/A	18
	Subtotal Fees	\$1,139.76	\$1,529.61	\$135.48	\$88.77	\$135.10	\$110.25				\$3,138.98
1.3 Project Correspondence											
	Client email updates & phone calls (2)	6									6
	Subtotal Hours	6								N/A	6
	Subtotal Fees	\$976.94									\$976.94
	Task Hours Summary	17	7	1	1	1	1		2	N/A	30
	Task Fee Summary	\$2,768.00	\$1,529.61	\$135.48	\$88.77	\$135.10	\$110.25		\$180.94	\$111.20	\$5,059.35
Task #2 - Public and Agency Involvement											
2.1	Public and Agency Involvement										
	MnDOT & Ramsey County coordination (3)	2	2	1	1						6
	MnDOT & Ramsey County review (4)	2	2								4
	Subtotal Hours	4	4	1	1					N/A	10
	Subtotal Fees	\$651.29	\$874.06	\$135.48	\$88.77						\$1,749.60
	Task Hours Summary	4	4	1	1					N/A	10
	Task Fee Summary	\$651.29	\$874.06	\$135.48	\$88.77					\$61.80	\$1,811.40
Task #3 - Topographic Survey (5)											
3.1	Topographic Survey										
	Task Hours Summary									N/A	
	Task Fee Summary										



Project Name: TH96 Trail - Preliminary Engineering

Client: White Bear Township

SEH Fee Estimate

Revised Date: November 28, 2018

Billing Title	PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #4 - Data Collection & Base Files										
4.1	Data Collection & Base Files									
	Collect Data (CAD, Aerial Imagery, Photos, Reports, etc) & private utilities (6)	1			2					3
	Reduce data into basemap (Create CAD base file)				4					4
	Subtotal Hours	1			6				N/A	7
	Subtotal Fees	\$162.82			\$532.60					\$695.43
	Task Hours Summary	1			6				N/A	7
	Task Fee Summary	163			533				\$21.00	\$716.43
Task #5 -Environmental Overlay										
5.1	Wetland Overlay									
	Level 1 Wetland Delineation (7)				1	2				3
	Field Verification (8)									
	Subtotal Hours				1	2			N/A	3
	Subtotal Fees				\$135.10	\$220.50				\$355.60
	Task Hours Summary				1	2			N/A	3
	Task Fee Summary				\$135.10	\$220.50			\$9.00	\$364.60
Task #6 - Public and Private Utility Identification and Coordination										
6.1	Utility Coordination Process									
	Maps						2			2
	Subtotal Hours						2		N/A	2
	Subtotal Fees						\$207.90			\$207.90
	Task Hours Summary						2		N/A	2
	Task Fee Summary						\$207.90		\$6.00	\$213.90
Task #7 - Right of Way / Conservation Boundary										
7.1	Right of Way Designation									
	Identify Trail Alignment / ROW needed		4		8					12
	Landowner discussions (9)									
	Subtotal Hours		4		8				N/A	12
	Subtotal Fees		\$541.93		\$710.14					\$1,252.06
	Task Hours Summary		4		8				N/A	12
	Task Fee Summary		\$541.93		\$710.14				\$40.80	\$1,292.86



Project Name: TH96 Trail - Preliminary Engineering

Client: White Bear Township

SEH Fee Estimate

Revised Date: November 28, 2018

Billing Title		PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #8 - Alternative Analysis											
8.1	Alternative Analysis										
	Analyze two (2) alternative trail alignments (10)(11)	4		4	20						28
	Analyze two (2) crossing configurations at Portland Ave (12)		4	4	20						28
	Subtotal Hours	4	4	8	40					N/A	56
	Subtotal Fees	\$651.29	\$874.06	\$1,083.85	\$3,550.68						\$6,159.89
	Task Hours Summary	4	4	8	40					N/A	56
	Task Fee Summary	\$651.29	\$874.06	\$1,083.85	\$3,550.68					\$194.00	\$6,353.89
Task #9 - Geometric Layout / Preliminary Design											
9.1	Geometric Layout										
	Develop project existing surface model				1	1					2
	Determine typical sections	1			1						2
	Develop and refine horizontal/vertical alignment based on design criteria and impacts	1			8						9
	Proposed Geometrics (construction limits and cross sections)		1		10						11
	Construction cost estimate (13)	1	1	4							6
	Subtotal Hours	3	2	4	20	1				N/A	30
	Subtotal Fees	\$488.47	\$437.03	\$541.93	\$1,775.34	\$135.10					\$3,377.87
	Task Hours Summary	3	2	4	20	1				N/A	30
	Task Fee Summary	\$488.47	\$437.03	\$541.93	\$1,775.34	\$135.10				\$94.80	\$3,472.67
Task #10 - Geotechnical Information											
10.1	Geotechnical Information										
	Review soil information (14)										
	Task Hours Summary									N/A	
	Task Fee Summary										
Task #11 - Drainage Design											
11.1	Drainage / Storm Sewer Design										
	Identify stormwater drainage patterns (15)			1							1
	Review drainage along trail alignment and identify impacts (16)			1	2						3
	Subtotal Hours			2	2					N/A	4
	Subtotal Fees			\$270.96	\$177.53						\$448.50
	Task Hours Summary			2	2					N/A	4
	Task Fee Summary			\$270.96	\$177.53					\$22.60	\$471.10



Project Name: TH96 Trail - Preliminary Engineering

Client: White Bear Township

SEH Fee Estimate

Revised Date: November 28, 2018

Billing Title	PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #12 -Project Submittal										
12.1	Project Submittal									
	22x34 Graphic (17)	2	1	4	12					19
	Subtotal Hours	2	1	4	12				N/A	19
	Subtotal Fees	\$325.65	\$218.52	\$541.93	\$1,065.20					\$2,151.29
	Task Hours Summary	2	1	4	12				N/A	19
	Task Fee Summary	\$325.65	\$218.52	\$541.93	\$1,065.20				\$92.51	\$2,243.80

Task #13 -Permits and Approvals										
13.1	Permits and Approvals									
	Required approvals and permits (18)									
	Task Hours Summary								N/A	
	Task Fee Summary									

Project Summary											
	Project Hours Summary	31	18	24	90	3	3	2	2	N/A	173
	Project Fee Summary	\$5,048	\$3,933	\$3,252	\$7,989	\$405	\$331	\$208	\$181	\$654	\$22,000
	Cost per Hour	\$163	\$219	\$135	\$89	\$135	\$110	\$104	\$90	N/A	\$123

Notes:

- Kickoff meeting was conducted on October 12, 2018 with White Bear Township, City of White Bear Lake, Lake Links Association (LLA) and SEH staff. Site walk meeting was conducted on October 22, 2018 with Micheal Brooks (LLA), Tom Sohrweide and Toby Muse (SEH).
- Assumes weekly project correspondence with White Bear Township, City of White Bear Lake and Lake Links Association staff
- Since TH96 will be turned over to Ramsey County at some TBD time in the future, Ramsey County will need to review preliminary engineering documentation with MnDOT. Includes project correspondence with MnDOT East Metro District Engineer and Ramsey County Director of Public Works. Correspondence will include submittal of preliminary engineering documentation and addressing comments received.
- Assumes two (2) iterations of preliminary engineering graphic submittal to MnDOT & Ramsey County for review and comment.
- A topographic survey will not be completed. Instead, SEH will use Ramsey County Light Detection and Ranging (LIDAR) contours to establish an existing base-line design surface.
- Includes requesting ROW map from MnDOT, site photos from field walk, and processing a Gopher State One Call for private utility maps.
- A Level 1 wetland delineation will be completed. This includes review of existing wetlands identified on the National Wetlands Inventory, County soil survey, aerial photographs, site photos, etc. to determine where wetlands are likely present within the project corridor.
- Field verification of existing wetland locations or limits is not included.
- Does not include SEH participation in any landowner discussions regarding associated private property impacts due to incorporation of the trail design. Assumes this task will be completed by either White Bear Township, City of White Bear Lake or Lake Links Association staff.
- Includes one alignment if placed within MnDOT ROW (where feasible) and another preferred trail alignment that fits in ROW where feasible but moves onto private property where there is not enough ROW or does not meet design rules.
- Per our conversation with the MnDOT East Metro District Engineer on 11/26, MnDOT will require minimum separation requirements listed in Section 5.3 of the MnDOT Bikeway Facility Design Manual as the baseline for preliminary design. This will initially require review of a 5-foot minimum boulevard between edge of TH96 road pavement and edge of trail pavement if concrete curb & gutter is incorporated on TH96 or a 10-foot minimum separation between the same points if no curb and gutter is present. MnDOT is open to reviewing and commenting on other design treatments that would minimize width between trail and roadway, but has already ruled out a previous option suggested by Lake Links that included a concrete jersey barrier with railing. SEH will explore if MnDOT/Ramsey County will consider decreasing existing shoulder/proposed boulevard widths, shifting existing striping, adding guardrail, or some combination thereof.
- Preliminary alternative crossing configurations will be shown on 11x17 plots. Plots will delineate existing basemap with proposed crossing alignments. Preliminary submittal will include an email identifying pros/cons (maximum of 5 each per crossing) and a recommendation. Final agreed upon configuration will be shown on the 22x34 boards.
- Cost estimate will be calculated using all inclusive overall unit prices (\$X/LF for trails or Lump Sum for intersection improvements at Portland Ave.) in lieu of an itemized list.
- Soil information will not be reviewed. We understand from our October 12 kickoff meeting that site soils are generally sandy. We will move forward with this assumption when developing the preliminary engineering cost estimate.
- Assumes preliminary analysis of drainage areas using Ramsey County LIDAR.
- Does not include comprehensive storm sewer design, culvert sizing, or swale design. Task will only identify areas needing further review or design based on discussions with MnDOT & Ramsey County.
- Includes submittal of two (2) 22x34 graphics in pdf format. One will show ROW alignment. The other will show the preferred alignment. Assumes others will plot based on need for future public involvement meetings. Both graphics will display aerial imagery overlaid by existing conditions, proposed trail alignment with associated impacts, where applicable. Graphics will also include proposed linework at Portland Avenue intersection of recommended crossing location and any applicable precedent photos of a particular treatment, if applicable.
- Does not include any formal project approval process relative to MnDOT, Ramsey County, Watershed District or other applicable agencies. Does not include any permitting or review of permitting regulations.



City of White Bear Lake

MEMORANDUM

To: City Councilmembers
From: Jo Emerson, Mayor
Date: January 17, 2019
Subject: City Manager's Compensation

BACKGROUND

A review of the City Manager's performance was recently completed. The review indicated that the City Manager maintains a high level of community involvement, actively responds to the community's needs, and engages the Council and community in policy discussions and decision development processes. The City Manager has thoughtfully maintained a process whereby the City Council is informed of potential future decision or discussion items, which affords members time to analyze and comprehend the issue as well as be more informed and deliberative when considering City Council agenda items.

SUMMARY

Based upon performance, it is proposed that the City Manager's overall compensation including vehicle allowance be adjusted 3.00%, which adheres to the City's 2019 compensation plan.

RECOMMENDATION

It is recommended the City Council adopt the attached resolution establishing the City's Manager's 2019 compensation.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION ESTABLISHING
THE CITY MANAGER'S SALARY EFFECTIVE JANUARY 1, 2019**

WHEREAS, the City of White Bear Lake desires to provide fair, reasonable, and competitive compensation for all its employees; and

WHEREAS, the Mayor and City Council are responsible for determining the compensation for the position of City Manager; and

WHEREAS, the mayor and city council have had opportunity to observe the job performance of the City Manager, monitor the City's progress toward meeting its goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota, that the City Manager's bi-weekly compensation be established at \$5,676.00 effective January 1, 2019; and

BE IT FURTHER RESOLVED by the City Council of the City of White Bear Lake, Minnesota, that the City Manager's be authorized a monthly vehicle allowance of \$326.20, to be provided to the Manager effective January 1, 2019; and

BE IT FURTHER RESOLVED that the City Manager is entitled to the benefits afforded by the City to its other exempt (non-bargaining) employees and that this compensation shall continue until changed by action of the City Council or discontinuation of the City Manager's employment.

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

Ayes:

Nays:

Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

City of White Bear Lake Environmental Advisory Commission

MINUTES

Date: December 19, 2018	Time: 6:30pm	Location: WBL City Hall
COMMISSION MEMBERS PRESENT	Chris Greene, Bonnie Greenleaf, Rick Johnston, Gary Schroeher (Chair), June Sinnett, Robert Winkler	
COMMISSION MEMBERS ABSENT	Sheryl Bolstad	
STAFF PRESENT	Connie Taillon, Environmental Specialist	
VISITORS		
NOTETAKER	Connie Taillon	

1. CALL TO ORDER

The meeting was called to order at 6:38 pm.

2. APPROVAL OF AGENDA

The commission members reviewed the agenda and had no changes. Staff added rooftop solar to Item 7. Discussion. Commissioner Greenleaf moved, seconded by Commissioner Winkler, to approve the agenda as amended. Motion carried, vote 6/0.

3. APPROVAL OF MINUTES

a) October 17, 2018 regular meeting

The commission members reviewed the October 17, 2018 draft minutes and had no changes. Commissioner Johnston moved, seconded by Commissioner Winkler, to approve the minutes of the October 17, 2018 meeting as presented. Motion carried, vote 6/0.

b) November 14, 2018 regular meeting

The commission members reviewed the November 14, 2018 draft minutes and had no changes. Commissioner Greenleaf moved, seconded by Commissioner Greene, to approve the minutes of the November 14, 2018 meeting as presented. Motion carried, vote 6/0.

4. VISITORS & PRESENTATIONS

None

5. UNFINISHED BUSINESS

a) Work plan

Commission members reviewed the draft work plan and had no changes to the high priority goals for 2019, which include the storm drain stenciling/adopt a stormdrain program, downtown area recycling containers, pollinator plantings on City property, and expo exhibit upgrades. Commission members discussed focusing on high priority goals for 2019 as part of the regular meetings, and have each subcommittee work on the other goals listed on the work plan. Commission members discussed textile recycling and suggested that staff update the City's website to include a list of places that accept non-useable clothing. Commissioner Johnston moved, seconded by Commissioner Winkler, to approve the 2019 Work Plan. Motion carried, vote 6/0.

b) Adopt a Drain program

Staff reported that Nick Voss from VLAWMO is working with Watershed Partners to refine the Adopt-a-Drain program. One option discussed at the last partner meeting was to provide materials to partners who want to promote the program in specific targeted subwatersheds. Since VLAWMO and the City have been collaborating on water quality projects in the Goose Lake subwatershed, this area would be an ideal location to roll out a targeted Adopt-a-Drain program. To promote the program to residents in the Goose Lake subwatershed, targeted promotional strategies could include door hangers purchased from Watershed Partners or a sign-up-on-the-spot strategy such as the Environmental Resources Expo. Nick calculated approximately 2000 parcels in the Goose Lake subwatershed. Assuming 350 households are targeted in 2019 and 100 households sign up in the first year, the cost estimate for promotional materials would be \$269 for 350 door hangers, \$1,200 for 100 yard signs, and \$400 for 100 info packets. VLAWMO has tentatively agreed to contribute \$1,200 for promotional materials. Commission members asked if we must use the Watershed Partners promotional items. Staff will talk with Nick and report back at the January meeting. Staff stated that in order for residents to sign up for the adopt a drain program, the City must sign up as a Watershed Partner. Watershed Partners quoted a cost of approximately \$1,800 for a community of our size. Commissioner Greenleaf moved, seconded by Commissioner Winkler, to recommend the City of White Bear Lake become a partner of Watershed Partners and to request that the appropriate yearly partner fee be budgeted. Motion carried, vote 6/0.

6. NEW BUSINESS

a) Grass clippings door hanger

Commission members reviewed the draft grass clippings door hanger and suggested adding language stating that grass clippings can be composted or taken to a County yard waste site, and that grass clippings should be kept off the street. They also suggested adding a link to the full illicit discharge ordinance instead of siting the full ordinance on the back of the door hanger, and in its place add a list of homeowner 'tips' for protecting water quality.

7. DISCUSSION

a) Subcommittees

Commission members discussed who signed up for which subcommittee: Commissioner's Bolstad and Johnston signed up for the recycling subcommittee; Chair Schroeder and Commissioner's Greenleaf and Winkler signed up for the stormwater/pollinator subcommittee, and Commissioner's Greene, Johnston and Sinnott signed up for the expo subcommittee.

b) Map of City parks

Staff distributed a map to each commission member that identifies the location of parks and open space within the City. Commission members asked about the labeling of Lakeaires Elementary and Ebba Park. Staff will review and update the map if needed. Commission members discussed shoreland property and possible City owned sites for shoreland restoration.

c) Staff updates

- MPCA Site Review

Staff reported that the MPCA emailed a status update on November 28, 2018 stating nine soil-gas sampling points at the County Road E and Bellaire site and surrounding area were anticipated to begin on Tuesday, December 4 and be completed by Wednesday, December 5. They planned to return later that week or the following week to collect the first round of soil-gas samples from those points. Commissioner Johnston stated that the MPCA anticipates results by the end of next week.

- Ramsey County Recycling Coordinator Meeting Update

Staff reported that Ramsey and Washington Counties are considering a curbside organics collection program. The counties plan to collect organic waste from residents and small businesses using durable

compostable bags co-collected with trash. The bag of organic waste would be placed directly into trash carts and then sorted at the Ramsey/Washington Recycling and Energy Center in Newport. After separation, bags of organic waste would be delivered to compost sites or anaerobic digestion centers. As part of this program, the Recycling and Energy Center plan to add on to the building to provide additional space for the bag separation process. An RFP for durable compostable bags and construction improvements will be released in April 2019, with a contractor chosen by September 2019. The curbside organics program is expected to be rolled out to the public by mid-2021.

- Goose Lake stakeholder meeting – Jan. 16

Staff announced that Vadnais Lake Water Management Organization is hosting a Goose Lake stakeholder meeting on January 16, 2019 from 4pm to 5:15pm at Vadnais Heights City Hall. Commission Members are invited to attend.

- Rooftop Solar

Staff reported that the rooftop solar project is scheduled for the January 22, 2019 City Council meeting.

d) Do-outs

Commission members and staff discussed items on the current do-out list and removed completed tasks. The following items were added to the list:

- Commissioner Winkler will email AIS information from the Washington County event at Matoska Park.
- Staff will notify the Parks Commission staff liaison about an EAC member attending the February Parks Commission meeting to discuss pollinator plantings.
- Staff will invite an engineering department representative to attend the February EAC meeting to discuss 2019 street reconstruction projects.
- Staff will update Lakeaires Elementary and Ebba Park on the Parks and Open Spaces map if needed.
- Staff will inquire about using our own promotion items for the Adopt a Drain program.

e) January agenda

Staff will add the MPCA site review update, lawn clipping door hanger, Adopt a Drain program, and a reminder about the rooftop solar Council meeting on the January agenda.

8. ADJOURNMENT

The next meeting will be held at City Hall on January 16, 2019 at 6:30pm. Commissioner Sinnett moved, seconded by Commissioner Greenleaf, to adjourn the meeting at 8:16 pm. Motion carried, vote 6/0.

City of White Bear Lake Environmental Advisory Commission

MINUTES

Date: November 14, 2018	Time: 6:30pm	Location: WBL City Hall
COMMISSION MEMBERS PRESENT	Sheryl Bolstad, Bonnie Greenleaf, Rick Johnston, Gary Schroeher (Chair), June Sinnett, Robert Winkler	
COMMISSION MEMBERS ABSENT	Chris Greene	
STAFF PRESENT	Connie Taillon, Environmental Specialist	
VISITORS		
NOTETAKER	Connie Taillon	

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

a) October 17, 2018 meeting

Staff stated that the October 17, 2018 draft meeting minutes will be brought to the December meeting for approval. This will give the City Manager time to review the Visitors and Presentations item in the draft minutes and provide comments.

4. VISITORS & PRESENTATIONS

None

5. UNFINISHED BUSINESS

a) Work plan

Commission members discussed priority goals for 2019 including downtown area recycling containers, adopt a stormdrain program, and Expo exhibit upgrades. For each goal, identify an individual or subcommittee willing to lead the project and share progress reports at the monthly meetings.

Commission members discussed conducting a downtown area recycling pilot project on Washington Avenue in the summer of 2019 to determine the level of use and if contamination seen by the public works department could be minimized by using an appropriate recycling container and proper signage.

Commissioner Greenleaf offered to research available rebates for replacing inefficient toilets, irrigation, and washing machines. Staff stated that the City received a water efficiency grant from the Metropolitan Council to provide rebates for residents.

6. NEW BUSINESS

None

7. DISCUSSION

a) Staff updates

- MPCA Site Review

Commissioner Johnston reported that he and staff from the City and MPCA met at City Hall earlier today to discuss next steps for the soil vapor samplings at the intersection of County Road E and Bellaire. The MPCA plans to have a contractor collect ten samples the first week in December at the locations shown on the map. The MPCA expects the results to be available approximately two weeks after the sampling is complete. The results will determine if further sampling is required. The MPCA also stated that they plan to resample next summer. The City will contact the MPCA in early December to see if the project is moving forward as scheduled.

- Holiday lights recycling

Staff reported that the holiday lights recycling program is set to start on November 15 and run through January 15. There will be a collection bin at the Sports Center and City Hall. Last year the program collected 1400 pounds of lights. Staff recycled the lights at NRI in Hugo.

- RCWD Watershed Management Plan open house

Staff announced that residents of Rice Creek Watershed District are invited to submit comments about their priorities and concerns for consideration as part of their 10-year Watershed Management Plan update. Comments should be submitted to wmp@ricecreek.org by December 31, 2018. Residents are also invited to attend the District's open house for the watershed management plan on Thursday, November 15, 2018 from 5-8pm at the Ramsey County Library Shoreview location.

b) Commission member updates

- Metro Wide adopt a stormdrain program

Chair Schroeher attended a Watershed partners meeting last Monday at Hamline University to learn more about their adopt a drain program. There were 50 to 60 attendees from watershed districts, Hennepin County, and a few Cities. The adopt a drain programs started two or three years ago as a pilot project in St. Paul and Bloomington. The program will be made available metro wide this coming March. The program includes a metro wide storm sewer map, yard signs, and tool kits that can be checked out. To utilize this program, the City would sign up as a Watershed Partner for an annual cost of approximately \$2,100, based on population. Staff can add information about the program to the City's website.

c) Subcommittees

Commission members discussed creating subcommittees to work on specific issues, set goals, and make proposals for projects. Commissioner's Bolstad and Johnston are interested in forming a recycling subcommittee. Chair Schroeher and Commissioner's Greenleaf and Winkler will be on a stormwater/pollinator subcommittee, and commissioner's Johnston and Sinnett will create an Expo subcommittee. Staff will email the Expo spreadsheet to the Expo subcommittee.

d) Do-outs

Commission members and staff discussed items on the current do-out list and removed completed tasks. The following items were added to the list:

- Finalize work plan in December
- Map of City Parks for December meeting (for pollinator and turf grass discussion)
- Bring grass clipping door hanger example to December meeting
- Bonnie to research 'Water Sense' grants
- Recycling subcommittee to consider creating an Expo display about plastic use and alternatives
- Email Rick and June Expo spreadsheet
- Watershed district map
- Staff to email EAC about solar agenda date

e) December agenda

Staff will add the work plan, subcommittee reports, MPCA site review update, and lawn clipping door hanger items on the December agenda

8. ADJOURNMENT

The next meeting will be held on December 19, 2018, 6:30pm at City Hall. Commissioner Johnston moved, seconded by Commissioner Bolstad, to adjourn the meeting at 8:23 pm. Motion carried, vote 6/0.

City of White Bear Lake Environmental Advisory Commission

MINUTES

Date: October 17, 2018	Time: 6:30pm	Location: WBL City Hall
COMMISSION MEMBERS PRESENT	Sheryl Bolstad, Chris Greene, Bonnie Greenleaf, Rick Johnston, Gary Schroeder (Chair), June Sinnett, Robert Winkler	
COMMISSION MEMBERS ABSENT		
STAFF PRESENT	Ellen Hiniker, City Manager and Connie Taillon, Environmental Specialist	
VISITORS	Julie Drennen, Conservation Minnesota	
NOTETAKER	Connie Taillon	

1. CALL TO ORDER

The meeting was called to order at 6:40 pm.

2. APPROVAL OF AGENDA

The commission members reviewed the agenda and had no changes. Staff requested that Item 6a Renewable energy recommendation, be moved to just after Item 4 Visitors and Presentations. Commissioner Greenleaf moved, seconded by Commissioner Bolstad, to approve the agenda as amended. Motion carried, vote 7/0.

3. APPROVAL OF MINUTES

a) September 19, 2018 meeting

The commission members reviewed the September 19, 2018 draft minutes and had the following change: add the text 'Other options will be discussed at future meetings' after the last sentence under Item 7 Discussion, Staff Updates, Letter to the Mayor. Commissioner Greenleaf moved, seconded by Commissioner Sinnett, to approve the minutes of the September 19, 2018 meeting as amended. Motion carried, vote 6/0, Commissioner Johnston abstained.

4. VISITORS & PRESENTATIONS

Ellen Hiniker, City Manager, was in attendance to update the commission on testing the MPCA will be conducting at the intersection of County Road E and Bellaire Ave. Commissioner Johnston gave a brief history of the area. The MPCA, through their petroleum release program, oversaw investigation of petroleum leaks at the former gas station sites at the NE, NW, and SE corners of the intersection at County Road E and Bellaire. The MPCA approved the investigations and closed all three files between 1996 and 2006. As part of the last investigation, carbon tetrachloride was detected at the NW site and this non-petroleum release was referred to the Superfund Site Assessment Program in 2006. Further investigation determined that the NW site was not the source location of the chemical on that site and the site owner was provided a "No Association Determination" in 2007 releasing them from further responsibility. However, the source of the carbon tetrachloride remained unresolved. Commissioner Johnston also noted that the site on the SW corner was also previously a gas station, but he was not aware of any investigation of potential petroleum or non-petroleum releases at the site.

After City staff became aware of the unresolved contamination issue in 2018, they contacted MPCA. Ms. Richter stated that the Minnesota Pollution Control Agency (MPCA) is working with the City to determine if a soil vapor intrusion risk from carbon tetrachloride exists, and if so, to what extent. The MPCA will conduct soil vapor sampling to determine the location of the carbon tetrachloride and whether it has migrated. If they find

the chemical is migrating towards a building, they will perform a test beneath the building by drilling through the slab. If vapor intrusion risk is found to occur in the building, a mitigation system similar to a radon system would be installed. The MPCA will be hiring a contractor to move forward with the testing before the end of the year. A Commission member asked if the tanks have been removed. Ms. Hiniker responded that the tanks have been removed from the NW, NE, and SE sites and that a city staff believed the tanks had been removed from the SW site. Staff will keep the commission members updated on any progress and will include this item on the November agenda.

Ms. Hiniker reported that the Mayor, as President of the League of Minnesota Cities, was invited to be part of a Climate-Smart Municipalities exchange between four Minnesota Cities and four cities in Germany. If the City chooses to participate, White Bear Lake and Ludenscheid will be paired together as the two newest Cities in the exchange program. This exchange is made possible by a grant from the German Government. Ms. Hiniker is researching the opportunity further and will bring this partnership opportunity to City Council next month.

Julie Drennen with Conservation Minnesota announced that she accepted a position at the Center for Energy and Environment (CEE). CEE is involved in energy efficiency programs and offers home audits. Julie will be working with utilities to offer more energy efficiency programs. Her last day is this Friday, October 21st.

5. UNFINISHED BUSINESS

a) Officer election

Commission members discussed the chair and vice chair positions that are up for re-election.

Commissioner Bolstad moved, seconded by Commissioner Johnston, to nominate Commissioner Schroeher as chair for 2019. Motion carried, vote 7/0.

Commissioner Greenleaf moved, seconded by Commissioner Schroeher, to nominate Commissioner Bolstad as vice chair for 2019. Motion carried, vote 7/0.

b) Work plan

Commission members discussed ideas for 2019 priority projects. Commissioner Greenleaf is interested in establishing an organics recycling drop-off location in the City. Commission members discussed planting pollinator plants in City Parks in 2019. As a first step, commission members discussed setting up a meeting with the Parks Commission in January to introduce the project. Commission members discussed inviting Jesse Farrell, Assistant City Engineer, to the February meeting to discuss the 2019 street reconstruction projects. Commission member Sinnott discussed plastics use, and would like to consider adding education about plastic use and alternatives at the 2019 Expo. She asked that this discussion be added to the November agenda. Commission members asked about the hauler contract. Staff stated that the hauler contract expires within the next year. Staff will be working with the hauler to draft new language, and plans to present the draft contract to the commission for review and comment.

c) Review last month's do-outs

Staff reported that the City owns and maintains approximately 1,800 storm sewer catch basins. There are approximately 640 catch basins in the City that are owned by the County or State.

Commission members are available for a tour of Public Works at 7:30am on Wednesday, November 14th or Friday, November 16th. Staff will set up the tour and email the Commission Members with the final date and time.

6. NEW BUSINESS

a) Renewable Energy recommendation

Staff reported that the rooftop solar project is tentatively scheduled to go to City Council for their vote on November 27th. Chair Schroehler discussed providing a recommendation to Council and offered to write a letter of support on behalf of the Environmental Advisory Commission. Commissioner Sinnett moved, seconded by Commissioner Johnston, to recommend Chair Schroehler write a letter of support for the City's rooftop solar project to the Mayor and City Council on behalf of the Environmental Advisory Commission. Motion carried, vote 7/0.

b) New do-outs

Commission Members

- Continue to review work plan goals list and choose top priorities for the November work plan discussion.
- Chair Schroehler will write a letter to the Mayor and City Council regarding rooftop solar on City buildings.
- Chair Schroehler plans to attend the Metro Watershed Partners meeting on November 5th to learn more about the metro wide adopt a stormdrain program.

Staff:

- Reschedule the November meeting to the 14th.
- Schedule a tour of Public Works from 7:30am to 8:30am on Wednesday, November 14th or Friday, November 16th.
- Bring printed copies of the EAC roster and grass clipping door hanger example to the November meeting.
- Add the MPCA site review to the 2019 volunteer recognition dinner slide show.
- Add plastics discussion to the November agenda.
- Present a draft hauler contract for review and comment in 2019.

7. DISCUSSION

a) Subcommittees

No discussion

b) Grass clippings door hanger

No discussion

c) Staff updates

No discussion

d) Commission member updates

Chair Schroehler contacted Hamline University to inquire about the new Metro-wide Adopt a Stormdrain program they plan to make available in March 2019. To learn more about the program, Chair Schroehler plans to attend the next Watershed Partners Meeting on November 5th and report back at the November meeting.

e) November agenda

Commission members discussed changing the date of the regular scheduled November 21st meeting to November 14th due to the Thanksgiving holiday. Staff will add the work plan, subcommittees, and lawn clipping door hanger items on the November agenda and include the Letter to the Mayor plastics discussion and MPCA site review.

8. ADJOURNMENT

The next meeting will be held on November 14, 2018, 6:30pm at City Hall. Commissioner Greenleaf moved, seconded by Commissioner Greene, to adjourn the meeting at 8:32 pm. Motion carried, vote 7/0.

**RAMSEY COUNTY PARKS AND RECREATION COMMISSION
MEETING MINUTES
JOINT MEETING WITH WHITE BEAR LAKE PARK ADVISORY
COMMISSION**

November 15, 2018 – 6:30 PM

**Boat Works Commons Community Room
4495 Lake Ave South, White Bear Lake, MN**

Ramsey County Members Attending: Leah Shepard (Chair), Metric Giles, Melissa Wenzel, Candy Petersen and Brian Tempas

White Bear Lake Members Attending: Bill Ganzlin (Chair), Bryan Belisle and Mike Shepard

Not in Attendance: Louise Krohn, Gale Pederson, Bryan Shirley, Kong Vang,
Staff: Scott Yonke, Angela Marlette, Kris Lencowski, Ellen Richter (City Manager WBL)

The meeting was called to order at 6:01pm by Bill Ganzlin.

Approval of the Agenda:

Bill motioned for approval of the November 15, 2018 agenda and Candy Petersen seconded.

Motion carried

Approval of the Minutes:

Leah moved for acceptance of the October 10, 2018 Minutes and called a vote for approval. All Approved.

Motion carried.

Introductions of White Bear Lake and Ramsey County Attendees

Each attendee introduced themselves, their affiliations and how long they have been in their positions. Ellen Richter is representing White Bear Lake city staff. Normally the Public Works Director would be present but is new and will be starting after Thanksgiving as well as the Superintendent of Parks and Facilities.

Overview of the Park Systems:

Bill gave an overview of the Boat Works community space and its use as a public space that is still being developed. The White Bear Lake Park Advisory Commission meets monthly and reviews future planning options, entertains community input on subjects such as potential land use, vandalism and encroachment. The commission has been able to build a park improvement fund through several mechanisms such as the sale of the Manitou Golf Course. Budgeting and planning is typically five years out. Between four to five site visits are done each summer to inspect and prioritize improvements with Public Works. Bill outlined the variety of parks ranging from neighborhood parks that draw immediate residents to larger parks, such as Matoska, attracting regional users. The demands of use have changed over the years ranging from Bocce Ball, softball, and skateboarding and now Lacrosse and disk golf. Lakewood hills is the premier park with a dedicated user base that has softball and disc golf is being piloted there. Bryan Belisle would be interested in hearing thoughts from Ramsey County members as well as collaboration ideas and suggestions on handling those evolving uses. Parks has always been one of the top benefits that residents can receive from a city. Those changing needs are always a challenge to manage.

Scott Yonke gave an overview of the Ramsey County parks system highlighting that it is a natural resource based system with over 7,500 acres with six regional parks, six regional trails, nine County parks, open space areas, ten Hockey arenas, one golf dome and five golf courses. Some unique items are the Tamarack nature center and the links within the regional trail system. Kris Lencowski explained the programming side to the Ramsey County parks system. Most are familiar with Tamarack nature center and its partnership with the school district. In the past, the parks system has been a passive parks system. Ramsey County Commissioners have designated racial equity as a county wide priority and this has become an integral part of programming and overall planning for the parks. Two years ago, Ken Pelto was brought on to focus on bringing in at risk and underserved residents into the parks. Ramsey County park programs focus more on the outdoor adventure aspects of recreation and less on sports activities.

Bryan commented that there needs to be more utilization of Parks and facilities during the winter months as it makes up a significant portion of the year.

Collaboration Ideas: 4th of July, Co-sponsor a walking event (Lakes Links Trail), Manitou days (movie night at beach/joint parks commission booth), other departments in Ramsey County that would like to use White Bear Parks or Armory (draws people to the area and non-profits receive priority),

Topic: How does each group notify the public of upcoming events?

White Bear Lakes uses the bi-annual city newspaper and the White Bear Press. Ellen offered to place Ramsey County event information in the city paper since it also benefits White Bear residents. Another idea is to copy the idea of the State Parks which made a park pass and educational materials available through the libraries in order to get people into the State Parks.

Topic: How is park planning approached what is the process?

Scott explained that there is a formalized, long and short range planning. This year, as a part of the Comprehensive Plan process, the Parks System plan is also being updated. Which includes updating many of the long and short term Master Plans of several parks.

Ellen and Bill commented that in White Bear Lake the process is more staff driven and gave details on the role the commission plays in the process. Public Works carries a rough outline that the commission reviews and gives input on the process.

Scott agreed that in the past most planning was staff driven, however, now there is a great emphasis on public engagement. Ramsey County parks is an older system so much of the focus is on re-development. Every two years the six year CIP is updated as well. Scott then went into detail on current projects affecting White Bear Lake such as the Bruce Vento Trail, Tamarack re-model (final phase) and Emerald Ash Borer Response plan.

Ellen commented on how needs change and planning needs to be updated in response to this. Scott discussed the Parks Needs Analysis that was conducted recently in preparation for the updated System Plan. The responses were very useful and highly recommends using this analysis to form the groundwork of what park components to begin looking at.

The group continued discussion on community input they have received regarding park amenities and future planning as well as the recommendations that the commissions have been enacted. Partnership with local groups, such as the White Bear Lake Lions Club (flag pole), and how that has enabled projects to be executed. Both organizations have a park bench donation programs.

Topic: Emerald Ash Borer

The county does have a basic policy on how to address. Mike Goodnature is putting together an Emerald Ash Borer Response Plan which will address policies as well as establish a management plan for areas affected as well as those that are at risk. White Bear Lake has established a partnership with both the city and for its residents with Rainbow Tree Care for diagnosis and treatment. Rainbow also did an inventory of all the ash trees to triage all those in the city.

Topic: Vandalism

Continue to design things that are resilient to vandalism. Ramsey County park staff watches daily for this as are out servicing the parks.

Bruce Vento Trail Extension and Open House Feedback: Scott Yonke

Scott gave an overview of the history of the Bruce Vento Trail. Currently, the trail stops at Burkley Road with a goal to bring it to Highway 96. The final engineering design is nearing completion for this section with a goal of shovel ready by the end of 2019. A corridor from Hwy 96 and County Road J is now being sought with a potential alignment identified by spring 2019. The public engagement meetings were to identify where the project was at and to identify the County Road J corridor. Ramsey County is also amending the 1993 Bruce Vento Regional Trail Master Plan. This will also assist in documenting any trail alignments that have happened since then. The members continued discussion on active/inactive areas of the railway, concerns related to downtown White Bear and funding time frames. All the information from the public engagement meetings is located online in the Parks Planning & Development section.

Question: Community Outreach Strategies for the Bruce Vento Regional Trail: Leah Shepard

Scott replied that the strategy was changed from mailings to press releases. Several business owners that were located along the corridors were tapped for their contacts to spread the word in the community. The city staff also assisted with website and social media blasts. So far, the online surveys have been more successful in getting feedback than the face to face meetings.

Vadnais Sports Center Dome Update: Scott Yonke

Scott commented that the County Commissioners continue work on determining the different options available for the dome. The goal is to have a direction in spring. Several factors include the accommodation of more parking as needed with the new Rush Line and the needs of the community. Ellen said the potential exists for a partnership with White Bear to create a new indoor facility as a part of the White Bear Sports Complex.

Adjournment

Bill Adjourned the Meeting at 8:19pm

**Next Meeting: Parks Administration Building
2015 Van Dyke St, Maplewood, MN
Wednesday, December 12, 2018**



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Mayor and City Council
From: Ellen Hiniker, City Manager
Date: January 16, 2019
Subject: **Correction to Resolution No. 12327**

BACKGROUND

At its regular meeting on January 8, 2019, the City Council adopted Resolution No. 12327 summarizing the changes in the Law Enforcement Labor Services, Inc. (LELS); Police Sergeants 2019-2020 Union Contract. The insurance contribution tables provided in the resolution did not correctly reflect the adjustments described in the memorandum. It was proposed that the City's 2019 health insurance premium contributions be adjusted to cover the 12.5% increase to the City's overall health insurance rates. This is consistent with what has been approved for non-bargaining employees, MNPEA on behalf of the police officers, and Local 49ers on behalf of the public works employees. The attached resolution reflects the corrected health insurance contributions for the LELS, Police Sergeants labor contract. Also attached is Resolution No. 12327, as approved at the January 8th City Council meeting.

RECOMMENDATION

Staff recommends approval of the attached resolution.

ATTACHMENTS

Resolution for approval
January 8, 2019 Resolution No. 12327

RESOLUTION NO. _____

**RESOLUTION CORRECTING INSURANCE CONTRIBUTION AMOUNTS OF THE
2019-2020 CONTRACT WITH LAW ENFORCEMENT LABOR SERVICES, INC.;
POLICE SERGEANTS**

WHEREAS, the White Bear Lake City Council approved Resolution No. 12327 approving and authorizing execution of the 2019-2020 contract with Law Enforcement Labor Services, Inc. (LELS), for the City of White Bear Lake Police Sergeants; and

WHEREAS, the tables outlining the City of White Bear Lake’s 2019 health insurance contributions were incorrect and did not reflect the information presented by staff to the City Council; and

WHEREAS, consistent with 2019 health insurance contributions for non-bargaining employees and the other two labor contracts, as approved by the City Council, the following tables reflect the City’s 2019 health insurance contribution amounts as included in the 2019-2020 Contract with LELS; Police Sergeants:

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*	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*

RESOLUTION NO. _____

WHEREAS all other terms reflected in Resolution No. 12327 is agreeable to LELS and the City.

THEREFORE BE IT RESOLVED, by the City Council of the City of White Bear Lake, Minnesota that the 2019 health insurance contributions for LELS, Police Sergeants are hereby approved.

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

Ayes:
Abstained:
Nays:
Passed:

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk

RESOLUTION NO. 12327

**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.

RESOLUTION NO. 12327

Article 19 - Compensation

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

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 **Edberg** and supported by Councilmember **Engstran**, was declared carried on the following vote:

Ayes: Edberg, Engstran, Jones
Absent: Walsh
Abstained: Biehn
Nays: None
Passed: January 8, 2019

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Manager's Office

MEMORANDUM

To: Ellen Hiniker, City Manager
From: Kara Coustry, City Clerk
Date: January 17, 2019
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 for Friday Fish Frys during the season of Lent. The Church of St. Pius X is a nonprofit organization that plans to sell beer and wine on the following dates:

Friday, March 15, 2019
Friday, March 29, 2019
Friday, April 5, 2019

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 beer and wine on three separate Fridays for Lent; 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 dates and location indicated:

Church of St. Pius X
Friday, March 15, 2019
Friday, March 29, 2019
Friday, April 5, 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

Rush Line BRT Business Outreach Meeting

December 13, 2018, White Bear Country Inn, 3:30pm-5:45pm

Hosted by White Bear Lake EDC in partnership with White Bear Area Chamber of Commerce and Downtown White Bear Lake Main Street

Meeting Summary

Carol McFarlane opened the meeting with introductions of herself, co-moderator John Lupo, and project representatives Andrew Gitzlaff and Beth Bartz.

Following introductions Mr. Gitzlaff and Ms. Bartz presented a background of the Rush Line BRT project to date including the recommendation of the Pre-Project Development Study (<https://www.ramseycounty.us/sites/default/files/Projects%20and%20Initiatives/Rush%20Line%20LPA%20Report%20-%20Final.pdf>) that recommended the current project route with Bus Rapid Transit (BRT) service. This Locally Preferred Alternative was adopted in 2017 by Ramsey County, St. Paul, Maplewood, Gem Lake, Vadnais Heights, White Bear Township and White Bear Lake. The proposed Rush Line BRT service would operate in both direction throughout the day, seven days a week, significantly expanding the availability of transit beyond the limited bus service currently available to and from White Bear Lake. Five stations in the White Bear Lake area are proposed to serve existing and future areas of interest to potential riders within a walkable distance including medical services, jobs, retail, and entertainment destinations. Potential station locations were identified by the Station Area Planning Working Group, which included residents and business owners. Given the concerns expressed regarding the Station Area Planning Working Group recommendation for the downtown White Bear Lake station, the Rush Line BRT Project team is re-examining downtown station options. An open house exploring the downtown station options will be held at White Bear Lake City Hall on January 10 from 4:30-7:30pm. More information on the project can be found at www.rushline.org.

Audience members raised the following questions/concerns:

When/how was the decision made to terminate the current project in downtown White Bear Lake?

This was determined in the Pre-Project Development Study and confirmed by the corridor communities and the Ramsey County Regional Railroad Authority.

What is the expected level of ridership? What is the cost of the project?

The Pre-Project Development Study estimated generally 8000 riders per day and a construction cost of \$420 - 470 million. The Project Team is currently updating both ridership and cost estimates based on additional design detail and updated comprehensive plans of each community. The revised estimates are anticipated to be completed this spring. These estimates will be refined at each subsequent phase of the project.

Why does this project make sense when express service buses are not full?

The BRT service is not intended for downtown commuter traffic served by express buses, but rather users who need transit at times outside of rush hour and/or those who do not work downtown. This includes employment locations along the corridor, those who do not work Monday through Friday/ 8 am

to 5 pm shifts, and those who need to travel for other reasons such as school, medical appointments, shopping or recreation.

How will the construction and operations be paid for? Will residents be paying for this in property taxes? Will operational costs be covered by fares?

Fares will cover a portion of the operating costs; the remainder will be publicly funded. Up to half of the construction cost will be covered by federal funding; the remainder will be paid for by Ramsey County through the Railroad Authority levy and the ½-cent transportation sales tax. The City of White Bear Lake does not anticipate any increased maintenance costs associated with this project.

Several questions focused on the physical characteristics of the downtown station:

The station platform would be generally 20 feet by 80 feet. The station would include a station, fare payment machine, lighting, security measures and aesthetic enhancements. Stations will be fully handicap accessible. There is minimal anticipated demand for park and ride facilities in downtown White Bear Lake as there is a greater demand for downtown White Bear Lake as a destination.

Several audience members expressed general concerns:

- A business owner expressed concern over the BRT ruining downtown as an asset.
- Another expressed concern over congestion.
- Several members expressed concern that ridership projections would not bear out and would be a burden on tax payers.

Several audience members expressed benefits of Rush Line to White Bear Lake:

- A business owner felt Rush Line would increase access to the labor pool, he doesn't see younger people as interested in using cars for transportation, but he has concerns about the line ruining the character of downtown.
- As a business owner they have heard a lot of complaints about the lack of transit in White Bear Lake.
- As a social worker in the community working with seniors, have had to help many families relocate their loved-ones from White Bear Lake to other communities because of the lack of consistent transit options. They need the transit to get to medical appointments. Another person asked how they would get to the BRT stations, and the original commenter responded that often times neighbors can assist them getting a short distance, such as to a bus stop but to drive them all the way to and from appointments isn't feasible.

Who will make the final decision on station site?

The final decision will be made by Ramsey County Regional Railroad Authority in consultation with the various municipalities and advisory committees.

2019 RAMSEY COUNTY BOARD OF COMMISSIONERS

OFFICERS AND APPOINTMENTS:

COUNTY BOARD

- Jim McDonough, Chair District 6
- Mary Jo McGuire, Vice-Chair District 2
- Toni Carter District 4
- Blake Huffman District 1
- Trista MatasCastillo District 3
- Rafael Ortega District 5
- Victoria Reinhardt District 7

HOUSING AND REDEVELOPMENT AUTHORITY

- Huffman, Chair
- MatasCastillo, Vice-Chair
- Carter
- McDonough
- McGuire
- Ortega
- Reinhardt

REGIONAL RAILROAD AUTHORITY

- Ortega, Chair
- Reinhardt, Vice-Chair
- Carter
- Huffman
- MatasCastillo
- McDonough
- McGuire

APPOINTMENTS TO STANDING COMMITTEES:

ACTIVE LIVING RAMSEY COMMUNITIES

- McGuire

ASSOCIATION OF MINNESOTA COUNTIES (AMC) – BOARD APPOINTED

- AMC District X Executive Committee: Ortega (Representative); Reinhardt (Alternate)
- AMC District X Representatives: Carter, Huffman, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt
- Environment and Natural Resources Policy Committee: Reinhardt
- General Government Policy Committee: McDonough
- Health and Human Services Policy Committee: Carter; MatasCastillo
- Public Safety Policy Committee: McGuire
- Transportation and Infrastructure Policy Committee: Huffman, Ortega

BOARD/BENCH COMMITTEE

- Huffman
- McDonough
- Reinhardt

COMMUNITY ACTION PARTNERSHIP (Terms to begin March 2019)

- Huffman
- MatasCastillo
- Carter, Alternate
- McGuire, Alternate

COUNTY-COURT JOINT COMMITTEE

- McDonough
- Ortega
- Reinhardt

COURT HOUSE/CITY HALL COMMITTEE

- McDonough
- McGuire
- Ortega

CRIMINAL JUSTICE COORDINATING COMMITTEE

- Carter
- McDonough, Alternate

GENERATION NEXT

- Ortega

GREATER METROPOLITAN WORKFORCE COUNCIL

- Carter, Vice-Chair

GREATER MSP REGIONAL PARTNERSHIP

- Reinhardt

I-35W CORRIDOR COMMITTEE

- McGuire
- Huffman, Alternate

ITASCA Project

- McDonough
- Reinhardt, Alternate

JOINT PROPERTY TAX ADVISORY COMMITTEE

- MatasCastillo
- Ortega
- Reinhardt

JUVENILE DETENTION ALTERNATIVES INITIATIVE

- Carter, Co-Chair
- McDonough
- McGuire, Alternate

LAW LIBRARY TRUSTEE

- McGuire
- Huffman, Alternate

METROPOLITAN ALLIANCE FOR HEALTHY FAMILIES HOME VISITING

- MatasCastillo

METROPOLITAN CONSERVATION DISTRICTS JOINT POWERS BOARD

- MatasCastillo
- McDonough, Alternate

METROPOLITAN EMERGENCY SERVICES BOARD (MESB)

- Huffman (2 votes)
- MatasCastillo (2 votes)
- McDonough, Alternate

METRO GIS POLICY BOARD

- Reinhardt
- McDonough, Alternate

METROPOLITAN LIBRARY SERVICES AGENCY (MELSA) Board of Trustees

- McGuire

METROPOLITAN MOSQUITO CONTROL DISTRICT BOARD

- Huffman
- McDonough
- McGuire

METROPOLITAN TRANSPORTATION ADVISORY BOARD

- McGuire
- MatasCastillo, Alternate

MINNESOTA LANDMARKS BOARD

- Ortega
- Reinhardt

MINNESOTA WORKFORCE COUNCIL ASSOCIATION

- Carter

RAMSEY COUNTY CHILDREN'S MENTAL HEALTH COLLABORATIVE

- Huffman

RAMSEY COUNTY DISPATCH/800 MHz SUBSYSTEM POLICY COMMITTEE

- McDonough
- Ortega
- Huffman, Alternate for McDonough
- Reinhardt, Alternate for Ortega

RAMSEY COUNTY EXTENSION COMMITTEE

- McGuire
- Reinhardt

RAMSEY COUNTY LEAGUE OF LOCAL GOVERNMENTS

- McGuire
- Carter, Alternate

RAMSEY COUNTY LIBRARY BOARD OF TRUSTEES LIAISON

- McGuire
- Reinhardt, Alternate

RECYCLING & ENERGY BOARD

- Carter
- Huffman
- McGuire
- Ortega
- Reinhardt
- McDonough, Alternate

REGIONAL HAULERS LICENSING BOARD

- Reinhardt
- McGuire, Alternate

REGIONS HOSPITAL BOARD

- McDonough

RE-THINKING I-94 COMMITTEE

- Carter
- McDonough, Alternate

SAINT PAUL CHILDREN'S COLLABORATIVE

- Carter, Chair
- McGuire

ST. PAUL PROMISE NEIGHBORHOOD

- Carter
- MatasCastillo, Alternate

STATE COMMUNITY HEALTH SERVICES ADVISORY COMMITTEE

- McDonough
- MatasCastillo, Alternate

STATEWIDE RADIO BOARD

- Huffman

SUBURBAN RAMSEY FAMILY COLLABORATIVE JOINT POWERS BOARD

- McGuire
- Reinhardt, Alternate

TCAAP JOINT DEVELOPMENT AUTHORITY

- Huffman
- Ortega
- McDonough, Alternate

WORKFORCE INNOVATION BOARD

- Carter
- McDonough, Alternate

Roger Chamberlain

Senate District 38
Minnesota Senate Building
95 University Ave. W., Suite 3225
Saint Paul, MN 55155-1606
Phone: (651) 296-1253
sen.roger.chamberlain@senate.mn



Senate

State of Minnesota

Talk soon!

Honorable Mayor Emerson
White Bear Lake City Offices
4701 US-61
White Bear Lake, MN 55110

January 8, 2019

Mayor Emerson and the City Council members of White Bear Lake,

I would like to congratulate you all on receiving the "Best Minnesota Town" award. It brings me great honor to be able to represent the people of this fantastic town. White Bear Lake is a wonderful city that gives great representation of the character and mindset of Minnesotans. The people truly deserve the honor of having White Bear Lake named "Best Minnesota Town" since they are the "Town."

The people of White Bear Lake serve as an example to the other towns and cities across the state. You all have worked diligently to create a strong community that does not shy away from difficulty such as the challenge you faced with receding water levels of White Bear Lake. Others can learn from your work and commitment to improvement. Even more so, I appreciate the dedication of the community to helping neighbors in need. Programs like Giving Gardens exude the true "Spirit of Minnesota" as it seeks to support those less fortunate. It is programs such as this that deserve to be lauded and has brought your town such recognition.

Once again, congratulations on the award! I am thankful for the opportunity to represent such a thoughtful people.

Sincerely,

Senator Roger C. Chamberlain
Senate District 38

