



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
FAX 651-426-2258
Email: wbt@whitebeartownship.org

Board of Supervisors
ROBERT J. KERMES, *Chair*
ED M. PRUDHON
STEVEN A. RUZEK

AGENDA TOWN BOARD MEETING NOVEMBER 20, 2017

1. **7:00 p.m.** - Call to Order at Heritage Hall, 4200 Otter Lake Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of November 6, 2017.
5. **Consent Agenda:**
 - A. **Surplus Equipment Disposal** – Based on Staff Review & Recommendation Approve the Disposal of Surplus Town Equipment at a State of Minnesota Surplus Services Auction as Outlined in the Staff Memo with Proceeds Being Deposited into the General Fund.
6. **Old Business:**

None.
7. **New Business:**
 - A. **7:10 p.m. Public Hearing – Assessment Hearing** – 1719 Whitaker Street.

Public Works Director Items:

 - B. **Fuel Tank Replacement** – Authorize Replacement.
 - C. **Warning Siren Replacement** – Authorize Replacement.

General Business:

 - D. **Park Board Recommendations:**
 1. Ratify the Park Board's Recommendation to Set the 2018 Township Day for the Second Saturday in September, (September 8, 2018).

**Agenda
Town Board Meeting
November 20, 2017**

2. Authorize Waiver of BluesFest Shared Costs.
 3. Approve Proceeding Forward with West Avenue Raingarden Handicapped Accessible Ramp/Walkway to the Lake.
 4. Approve Updated Fees for Town Park Use Policies as Recommended by the Town Board.
-
8. **Added Agenda Items.**
 9. **Open Time.**
 10. **Receipt of Agenda Materials & Supplements.**



Town Board Meeting November 20, 2017

Agenda Number: 1 - 2 - 3 - 4

Subject: Call to Order – 7:00 p.m.
Heritage Hall, 4200 Otter Lake Road

Approval of November 20, 2017 Agenda

Approval of Payment of Bills

Approval of Minutes of November 6, 2017

Documentation: November 20, 2017 Agenda
November 6, 2017 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	November 20, 2017 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	Minutes of November 6, 2017

**MINUTES
TOWN BOARD MEETING
NOVEMBER 6, 2017**

The meeting was called to order at 7:00 p.m.

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk: Short; Attorney: Lemmons.

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved approval of the agenda as submitted. Prudhon seconded. Ayes all.

APPROVAL OF PAYMENT OF BILLS: Prudhon moved approval of the payment of bills. Ruzek seconded. Ayes all.

APPROVAL OF MINUTES OF OCTOBER 16, 2017: Ruzek moved approval of the Minutes of October 16, 2017. Prudhon seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Resolution Certifying Delinquent Water Charges to County Auditor – Approve Resolution; 5B) Resolution Certifying Delinquent Sewer Charges to County Auditor – Approve Resolution; 5C) Resolution Certifying Delinquent Stormwater Charges to County Auditor – Approve Resolution; 5D) Resolution Certifying Delinquent Refuse Charges to County Auditor – Approve Resolution; 5E) Resolution Affirming the Township's Commitment to a Pollinator Friendly Environment – Approve Resolution; 5F) Resolution Certifying Special Charges to Ramsey County for 1508 Hammond Road – Parcel No. 15-30-22-21-0004 – Approve Resolution; 5G) Lake Links Trail Extension Meeting – Call Special Town Board Meeting for Thursday, December 7, 2017, Beginning at 5:30 p.m. at South Shore Trinity Lutheran Church, 2408 South Shore Boulevard, White Bear Township, Minnesota; 5H) In Accordance with the Township's Special Events Policy Approve the 5K & 10K Tri-Fitness Fast Before the Feast Race on November 23, 2017 (Thanksgiving Morning), Beginning with Registration at 6:30 a.m. & Direct the Event Coordinator to Work with Township Staff Regarding Sign Placement for the Event; 5I) Call Assessment Hearing for 1719 Whitaker Street for Monday, November 20, 2017 at 7:10 p.m.; 5J) Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve Comcast Permit to Replace Underground Coaxial Cable Line to Service the Business at 1028 Meadowlands Drive Which Will Include Directional Boring under Meadowlands Drive & Several Business Driveways; 5K) Receive Construction Activity Reports – September/October. Prudhon seconded. Ayes all.

NANCY HAUER, 1990 RIDGEWOOD AVENUE – ORDINANCE NO. 86 DISCUSSION: The Clerk reported that the Town Board discussed the matter of trapping and shooting with Nancy Hauer and others on September 18, 2017. Since receiving the expression of concern the Town Board directed certain actions. One was to publicize the Town's hunting and trapping ordinances; the second was to post the Town property on St. Anthony south of Ridgewood for no hunting or trapping; the third was to inspect the property for evidence of trapping. The third concern has not been handled yet as staff was waiting for later in the year. The Town contacted the Ramsey County Sheriff's Office for a summary of calls regarding shots fired or suspicious activity in the neighborhood. Nancy Hauer asked to be added to the agenda for tonight's meeting to continue to express her interest. Prudhon asked about the highlighted portion of the Sheriff's Office report. The Clerk reported that it indicates the category of shots fired and suspicious

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NOVEMBER 6, 2017**

activity on Ridgewood or on other streets. The other calls for service are not related to this matter.

Between mid-2015 and July, 2017, there were three calls for service based on shots fired (June 18, 2016, October 19, 2017; and July 22, 2017) and ten calls for service based on suspicious activity.

Nancy Hauer, 1990 Ridgewood, provided a list of people who have the same concerns that she has. She stated that she does not agree with the Sheriff's Office report on calls for shots fired. She stated that it is hard to tell the Sheriff's deputy where the shots are coming from. She stated that she is glad that the Town put the signs up posting no hunting or trapping. She asked if in White Bear Township no firearms are allowed to be fired. Prudhon stated that was correct and that it is the same in all of Ramsey County. Kermes stated that Township ordinance also prohibits the discharge of any firearm. Nancy Hauer stated that would be good to publicize. She stated that the small column (News & Views) that the Town has in the White Bear Press is so small that people may miss it. She stated that by publicizing that firearms and trapping are not allowed in the Town more people would be aware. She asked if there is a specific penalty or fine if they discharge firearms in the Township. The Clerk reported that it is a violation and did not have the schedule of fines available. Nancy Hauer stated that she feels that very few people know that they cannot discharge firearms in the Township. She stated that it usually happens very early in the morning or during the night so it would appear to be Township residents. She does not feel that people are just driving by and shooting. She stated that it could come from Garden Lane in the City of White Bear Lake. She stated that Garden Lane is on the other side of the railroad tracks. The Clerk confirmed that Garden Lane does extend into both the Township and the City. Nancy Hauer asked if the railroad tracks is the boundary of the Township. The Clerk stated that in that area the railroad tracks is the boundary between White Bear Township and the City of White Bear Lake. Nancy Hauer stated that it could very likely be someone in the City. Prudhon stated that the times of the calls for service for shots fired occurred at 4:09 a.m.; 7:51 a.m.; and 7:00 p.m. and don't indicate that the shots occurred during the night. Prudhon stated that he is Town Board liaison to the Public Safety Commission. At last week's Public Safety Commission meeting there were two Ramsey County Sheriff Deputies and the Animal Control Officer. This subject was brought up. They stated that they always take gun shots fired very seriously and always respond. They stated that residents need to call 911 because then the calls are documented, and the Sheriff's Office would have a record. He stated that it is important that people use 911. The Clerk stated that the Sheriff's Office made it clear to the Public Safety Commission they need to know how often it happens so they can document the extent of the problem and if there is a pattern. They were very clear to the Public Safety Commission not to discourage, but to encourage, people to call 911. Kermes asked Nancy Hauer, when she called 911, if other neighbors called close to the same time as she called. He stated that it helps the Sheriff's Office to get as many reports as possible about these incidents. Kermes suggested that Nancy Hauer spread the word to her neighbors about calling 911. Ruzek asked if the Town could check with the City about any reports on Garden Lane in the city because if Nancy Hauer and her neighbors are hearing shots, those people should be hearing them as well. Kermes stated that Town ordinances can be accessed on the Town's website. He stated that the Town will continue to expand its efforts to let people know, especially gun shots or suspicious activity. There are other media channels that the Town can use, and will continue to use, for high profile or visible matters. Nancy asked about mailings or signs put up in public

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places regarding firearms are not allowed to be discharged in White Bear Township. Prudhon stated that with Nancy Hauer's efforts, the person who may be responsible will know that it has caused attention to be given to the matter and could be targeted. The Clerk reported that the Town can do a mailing to Nancy Hauer's neighborhood stating that there have been reports of shots fired in the past two years and the letter will remind residents that discharging a firearm in the Township is not allowed. Nancy Hauer stated that she understands that it is legal for people to trap on their own property. She asked if that is legal for everyone. She stated that is a dangerous thing and is more insidious than firearms. She stated that one solution is that trapping on private property should only be allowed if the homeowner owns a certain amount of acreage not common to a residential neighborhood. Kermes stated that the Town places ordinances on the website and will continue to place Township news in the News & Views column in the White Bear Press and will continue to expand on efforts to publicize information on trapping and no weapons are allowed to be discharged in the Township. Nancy Hauer asked again about having a mailing done. Kermes noted that to prepare mailings for the 4200 residences in the Township is very costly. There are other channels that can be used. The Clerk stated that efforts have been made already to draw attention to the matter. He stated that public property has been posted and information has been placed in News & Views. He stated that a mailing to the homes in that particular neighborhood could be done informing the residents that there has been concern about shots fired over the last two years. Nancy Hauer stated that a targeted mailing would be great. She asked about the trapping issue which allows people to trap on their own property. Kermes stated that the ordinance is clear on trapping. Trapping on Township open space and green space is not allowed. There are some exceptions for special situations if it is a nuisance or dangerous situation for the public. The Town would have qualified people to trap to remove that threat. Regarding trapping on ones' own property, there is not a specific prohibition to do that. There are state statutes that need to be complied with and which require a permit. Nancy Hauer asked if the Town could go half way and prohibit trapping in residential areas and limit the sizes of trap and only allow on the land the owner has. She stated that trapping on a small amount of land next to someone else's back yard is not good. Prudhon stated that the Public Safety Commission spent 7-8 months reviewing the ordinance. They consulted with trapping experts and tried to fine tune trapping with public safety in mind. Nancy asked if there is a limit on the size of traps used in residential areas. The Town Attorney reported that under State Statute there is a size restriction for body-gripping traps limited at 7 1/2" in size. For leg hold traps the size is 6 1/2". He stated that under state law if a person traps they are required to have a small game license and trapping license unless 16 years or younger. There are separate rules for those age categories. Anyone may trap on their own personal residence without a license. An owner-occupant may trap nuisance animals, such as bats, salamanders, lizards, weasels, mink, squirrels, rabbits, hares, raccoon, bobcats, fox, possum, muskrats and beavers, if they are causing damage to the land. Trappers must check traps every day, unless they are body traps. Kermes asked Nancy Hauer if she or if she knows of anyone who has seen an actual trap. Nancy Hauer stated that she has not seen any traps and does not know of anyone who has seen one. She stated that she cannot imagine any other way that an animal would lose an entire foot. Kermes stated that the Town needs to know if there are traps out there and if a trap is found and not authorized by the Township it will be removed. Nancy Hauer stated that the Board had indicated that they would have someone look around for traps. The Clerk reported that the Town has one experienced trapper on the Public Works staff and he has agreed to walk the Township property. He told Nancy Hauer that he would also walk Nancy

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Hauer's property if she would like him to. Nancy Hauer asked if he could go along the railroad tracks on the edge of people's back yards and the railroad land as well, such as between St. Anthony and Bald Eagle Avenue. The Town Attorney stated that trapping on Township property without permission is a civil trespass under the law. Staff will prepare a letter focused on the specific area as discussed including discharge of firearms and trapping. Residents within 500 feet of Nancy Hauer's property would receive a letter with information.

Terrie Arfe, 1950 Ridgewood Avenue thanked the Town Board for the idea of sending a letter. She stated that she received a letter regarding a trailer that is in her driveway. She stated that she did not know that she could not park it there. She complied with the letter. She stated that using a letter is more effective and people do read mail whereas they may not see an article in the newspaper.

ORDINANCE NO. 68 – SMALL CELL WIRELESS: The Town Attorney reported that under Minnesota law the Town is required to adopt a right-of-way user ordinance regulates towers and other telecommunications equipment, as well as colocation of small wireless facilities and support structures. He reported that a small cell is 28 cubic feet and 2 x 2 x 7'; a micro is 5' x 2' x 12". He recommended that at the November 20, 2017 Town Board meeting that a public hearing be called for the December 18, 2017 Town Board meeting for a public hearing on the ordinance. He stated that the matter will be discussed at the Executive Meeting. The Town Attorney explained that under the statute cities are allowed to establish a 12 month moratorium before changing ordinances. The statute now states that a 12 month moratorium is not allowed in the case of small cell facilities ordinances. The matter of small cell facilities will be discussed at the November Executive meeting.

OPEN TIME: No one appeared for the open portion of the meeting.

RECEIPT OF AGENDA MATERIALS / SUPPLEMENTS: Ruzek moved to receive all of the agenda materials and supplements for tonight's meeting. Prudhon seconded. Ayes all.

Prudhon moved to adjourn the meeting at 7:45 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

William F. Short
Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date

DRAFT



**Town Board Meeting
November 20, 2017**

Agenda Number: 5A – Consent Agenda

Subject: **Surplus Equipment Disposal** – Based on Staff Review & Recommendation Approve the Disposal of Surplus Town Equipment at a State of Minnesota Surplus Services Auction as Outlined in the Staff Memo with Proceeds Being Deposited into the General Fund

Documentation: Field Maintenance Supervisor Memo

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Disposal of Surplus Town Equipment at a State of Minnesota Surplus Services Auction as Outlined in the Staff Memo with Proceeds Being Deposited into the General Fund

MEMORANDUM

Date: November 7, 2017
To: Town Board
From: Peter Tholen, Field Maintenance Supervisor
Re: Disposal of surplus equipment

Staff is requesting the Town Board to declare surplus Town equipment that is no longer needed for operations. Declaring certain equipment as surplus provides the authorization for staff to dispose of it by sale or other means. It also provides a control for receipting of proceeds as well as an audit trail for the tracking of items that may be listed as inventory or as a capital asset.

After reviewing the current equipment needs the Public Works Department staff has determined that there is surplus equipment to dispose of through the State of Minnesota's Surplus Service's auction.

The item includes the Towns asset I.D. numbers:

- 6408 - First Aid Kit Box
- 6254 - First Aid Kit Box
- 6145 - Scrub Brush
- 7902 - Echo Weed Whip
- 7979 - Echo Weed Whip
- 8948 - JVC VCR
- 7872 – Lawn Mower Blade Sharpener
- 5264 – Drill Bits and Case

Action requested is for the Board to approve the disposal of the surplus equipment at a State of Minnesota Surplus Services auction with proceeds being deposited into the General Fund.



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Agenda Number: 6A – Old Business - None

Subject:

Documentation:

Action / Motion for Consideration:

Receive Information / Discuss



**Town Board Meeting
November 20, 2017**

Agenda Number: 7A – New Business

**Subject: 7:10 p.m. Public Hearing – Assessment Hearing –
1719 Whitaker Street**

**Documentation: Resolution Summarizing Abatement Activity /
Resolution Adopting & Confirming Assessment /
Assessment Notice Information**

**** Statements for Services in Distribution File**

Action / Motion for Consideration:

- Open Public Hearing
- Open Public Comment Portion – Ask for Comments
- Close Public Comment Portion of Hearing

Based on Staff Review & Recommendation Adopt:

1)
**Resolution Summarizing Abatement Activity & Certifying Special
Charges (Auditor No. 97-170006) to Ramsey County for 1719
Whitaker Street – Parcel No. 22-30-22-00-0112)**

Prudhon – moves

Ruzek – seconds

2)
**Resolution Adopting & Confirming Assessment for Nuisance
Abatement Activity at 1719 Whitaker Street (22-30-22-00-0112)**

Prudhon – moves

Ruzek – seconds

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON NOVEMBER 20, 2017

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on November 20, 2017, at 7:00 o'clock p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following members were absent: None.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION SUMMARIZING ABATEMENT
ACTIVITY & CERTIFYING SPECIAL
CHARGES (AUDITOR NO. 97-170006) TO RAMSEY
COUNTY FOR 1719 WHITAKER STREET –
PARCEL NO. 22-30-22-00-0112**

WHEREAS, on August 10, 2017, the Township declared the premises at 1719 Whitaker Street as uninhabitable,

AND WHEREAS, on August 24, 2017, the Township issued an Abatement Order to the owner of property at 1719 Whitaker Street, directing the abatement of the unsanitary condition on the property,

AND WHEREAS, on August 28, 2017, the Township called a Public Hearing for September 18, 2017, to abate the nuisance at the property,

AND WHEREAS, on September 13, 2017, the property owner voluntarily signed an Abatement, Assessment and Compliance Agreement with the Township which permitted the Township to abate the unsanitary conditions of the property and allowed for assessment of the costs incurred against the property as a special assessment,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA:

1. The Township proceeded with the Abatement Order by utilizing the services of Service Masters (clean-up/demo), Republic Services (dumpster), Orkin (pest control).

2. The summary of the Township abatement procedures is as follows:

Service Master started worked on October 11, 2017, recognizing that the extent of the damage to the building and its contents was extreme. Damage included rodent and insect infestation, mold, extensive animal fecal matter, etc. Service Master performed the following duties:

- the majority of the personal property on both the main floor and the second floor were not salvageable
- all of the drywall on the main floor was removed
- the entire floor covering on the main floor was removed leaving the entire main floor building framing exposed
- sanitized all of the exposed framing on the main floor with an anti-microbial solution and hand scrubbed clean
- electric power scrubbers and dehumidifiers were used to clean the indoor air
- the carpeting was removed from the second floor leaving the remainder of the second floor intact

3. The services of the following companies were also utilized to abate the order:

Orkin Pest Control -	pest eradication
Republic Services -	dumpster
PODS -	storage unit
White Bear Locksmith -	unit security

4. The immediate danger to the health and welfare of the general public was abated on October 23, 2017.

5. That the Town shall certify to the County Auditor the following special charges:

Republic Services	\$ 2,621.79
PODS	443.47 + moving costs
Orkin	993.22
ServiceMaster	13,964.04
White Bear Locksmith	110.00
25% Administrative Cost	<u>4,533.13</u>
Sub Total	\$22,665.65
Vacant Building Registration Fee	<u>1,100.00</u>
Total Levy	\$23,765.65

6. That the special charges herein certified to Parcel No. 22-30-22-00-0112 shall be paid with the general taxes payable in the year 2018, collectable with such taxes during the year 2018.

The motion for the adoption of the foregoing Resolution was duly seconded by Supervisor Prudhon, and upon vote being taken thereon, the following voted in favor thereof: Kermes, Prudhon, Ruzek; and the following voted against the same: None.

Whereupon said Resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss.
)
TOWN OF WHITE BEAR)

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Regular meeting of the Town Board of the Town held on the 20th day of November, 2017, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to a special assessment.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 20th day of November, 2017.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON NOVEMBER 20, 2017

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on November 20, 2017.

The following members were present: Kermes, Prudhon, Ruzek; and the following members were absent: None.

The Town Clerk announced that the meeting was open for consideration of objections, if any, to said proposed assessment. All persons present were given an opportunity to present oral objections, and all written objections therefore filed with the Clerk were presented and considered, and all subject objections were tabulated as follows:

<u>NAME</u>	<u>PROPERTY ID</u>	<u>NATURE OF OBJECTION</u>
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Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION ADOPTING AND CONFIRMING
ASSESSMENT FOR NUISANCE ABATEMENT
ACTIVITY AT 1719 WHITAKER STREET
(22-30-22-11-0112)**

BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA

1. The Clerk, with the assistance of a qualified person heretofore selected by the Town Board, has calculated the amount proper and necessary to be specially assessed against Parcel No. 22-30-22-11-0112 in accordance with the provisions of Minnesota Statutes, Section 429.051 and 429.061.

2. The Board, having heard and considered all objections so presented, and being fully advised in the premises, finds that Parcel No. 22-30-22-11-0112 be assessed.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss.
)
TOWN OF WHITE BEAR)

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the Town held on the 20th day of November , 2017, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to the Nuisance Abatement Activity.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 20th day of November, 2017.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
FAX 651-426-2258
Email: wbt@whitebeartownship.org

Board of Supervisors
ROBERT J. KERMES, *Chair*
ED M. PRUDHON
STEVEN A. RUZEK

ASSESSMENT NOTICE INFORMATION

Public Hearing: 7:10 p.m. on Monday, November 20, 2017, at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.

The Town Board will meet to consider adopting the proposed assessment.

Property I.D. Number: 22-30-22-11-0112

Owner Name/Address: Susan Crowley
1719 Whitaker Street
White Bear Township MN 55110

**Nuisance Abatement
Activity Assessment
Amount:** \$23,765.65

Interest Rate: 3.8%

Term: 1 Year

PAYMENT INFORMATION:

First Year: You may, at any time prior to certification of the assessment to the County Auditor, pay the entire assessment on such property with interest accrued to the date of payment, to the Town.

Partial Payment: Pursuant to Ordinance No. 51, the owner of any lot, piece or parcel of land assessed hereby may make a partial prepayment in the amount of at least One Thousand Dollars (\$1,000.00) to the Town Clerk-Treasurer, no less than five (5) days prior to the date the Resolution Adopting and confirming the Assessment for the Local Improvement directs the Clerk to transmit a certified copy of the assessment roll to the County Auditor.

Appeal of Assessment: An owner may appeal an assessment to the District Court pursuant to Section 429.081 of Minnesota Statutes, by serving a Notice of the Appeal upon the Chair of the Town Board or the Clerk of the Town within thirty (30) days after the adoption of the assessment and filing such Notice with the Clerk of the District Court within ten (10) days after service upon the Town Board Chair or Town Clerk, providing a written objection signed by the affected property owner is filed with the municipal Clerk prior to the assessment hearing or presented to the presiding officer at the hearing.

Deferred Payments: Sections 435.193 to 425.195 provides that Town making a special assessment may, at its discretion, defer the payment of that special assessment for any homestead property owned by a person 65 years of age or older from whom it would be a hardship to make the payments. The Town of White Bear has elected to defer some special assessments and has adopted Ordinance No. 53 establishing the standards and guidelines. Any assessed property owner meeting the requirements for deferment may, within 30 days of the confirmation of the assessment, apply to the Town Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

**This is the only notice you will receive,
if you wish to pay, please pay from the attached
Notice by NOVEMBER 27, 2017.**



Payment Form

Name / Address:

Parcel I.D. #:

Amount Paid:

\$ _____

(Make checks payable to "White Bear Township"

Credit Card & Debit Card Payments Will Not be Accepted.)

**Payment Must Be Received No Later than
November 27, 2017, to be Paid Without Interest**

**NOTICE OF HEARING ON ASSESSMENT FOR
PARCEL NO. 22-30-22-11-0112 (1719 WHITAKER STREET)**

NOTICE IS HEREBY GIVEN, That the Town Board of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in the Town of White Bear, Minnesota, at 7:10 p.m. on Monday, November 20, 2017, to hear and pass upon objections, if any, to the proposed assessment. A reasonable estimate of the impact of the assessments will be available at the hearing.

The proposed assessment roll is now on file and open to public inspection by all interested persons in the office of the Town Clerk. This assessments will be payable, in one (1) equal, annual consecutive installments, the first such installment will be payable with the general taxes payable in the year 2018, collectable with such taxes during the year 2018. The first installment will be payable with interest at the rate of 3.8% per annum on the entire assessment from November 20, 2017 to December 31, 2018, and each subsequent installment will be payable with one year's interest at said rate on all unpaid installments.

The nature of the assessment is for the abatement of the inhabitable condition of the parcel.

The total amount to be assessed is \$23,765.65.

An owner may appeal an assessment to the District Court pursuant to Section 429.081 of Minnesota Statutes, by serving Notice of the appeal upon the Chair of the Town Board or the Clerk of the Town within thirty (30) days after the adoption of the assessment and filing such Notice with the Clerk of the District Court within ten (10) days after service upon the Town Board Chair or Town Clerk providing a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Sections 435.193 to 435.195 provide that a Town making a special assessment may, at its discretion, defer the payment of that special assessment for any homestead property owner by a person 65 years of age or older from whom it would be a hardship to make the payments.

The Town of White Bear has elected to defer some special assessments and has adopted Ordinance No. 53 establishing the standards and guidelines.

Dated: November 20, 2017.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
November 20, 2017**

Agenda Number: 7B – New Business

Public Works Director Items:

Subject: Fuel Tank Replacement – Authorize Replacement

Documentation: Public Works Director Memo w/attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Public Works Director Review & Recommendation Approve the Proposal of the Fuel Tank & Pump Replacement from Zahl-Petroleum Maintenance for \$46,665.00 With Funding From the Capital Building Fund

MEMORANDUM

Date: November 13, 2017

To: Town Board

From: Dale Reed, Public Works Director

Re: Purchase of replacement fuel tanks and pumps for Public Works

Public Works recommending the replacement of the existing dual fuel tank that houses both Diesel and Unleaded gasoline. The tank is a 20 year old precast concrete and has several stress cracks that allow water (from rain and snow exposure) into the containment portion of the fuel tanks. Staff has, in the past, sealed and painted the existing exterior of the fuel tank and water is still migrating into the containment area. The water has to be pumped out of the containment area at least once a month @ an estimated cost of \$300.00 to dispose of the water, because it is classified as contaminated.

The replacement tanks will be constructed of carbon steel and include containment. There will be 1,500-gallon tank for each type of fuel.

Staff has received two proposals for the replacement fuel tanks and pumps:

- Pump and Meter Service, Inc. for 47,265.84
- Zahl-Petroleum Maintenance Company for 46,665.00

Town Board action is to approve the proposal of the fuel tank and pump replacement from Zahl-Petroleum Maintenance for \$46,665.00.



ZAHL-PETROLEUM MAINTENANCE CO.

DIV. OF DAN LARSON ENTERPRISES, INC.

Sales, Service, Installation of Petroleum Equipment Since 1952

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Page 2 of 2

- After new tank pad is poured by others, set new tanks in place and test
 - Install tank top equipment and new dispensers
 - Test piping
 - Mount fill box and pipe (2) 3" remote fills
 - Install inside conduit, as necessary, from the electrical panel
 - Install conduit(s) between the FMS and the pumps and/or register for power and pulser
 - Install (2) new underground rigid conduits (FMS power and FMS communication) from the building for future
 - Modify the E-stop on the building to shut off all fueling per code
 - Install conduit and wiring for 2 new solenoids
 - Fire up
- | | | |
|-------------------------|-----------|------------------|
| Installation Total | \$ | 12,640.00 |
| Total Bid Amount | \$ | 46,665.00 |

Notes:

Concrete and bollards by others.

No trenching or backfilling is included.

NOTE: DUE TO PRICE FLUCTUATION, PRICE ON EQUIPMENT IS SUBJECT TO CHANGE AFTER 2 WEEKS
We propose to furnish material and/or labor in accordance with specifications and estimates.

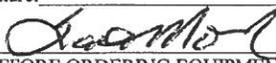
Total Proposal: FORTY SIX THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS & 00/100 \$46,665.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Note: Payments made by credit card over \$1,500.00 will be subject to a 2.8% processing fee.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Date of Acceptance: _____ Customer's Signature: _____

Zahl Petroleum Maintenance Company Authorized Signature: 

PAYMENT SCHEDULE: 20% DOWNPAYMENT DUE BEFORE ORDERING EQUIPMENT
BALANCE DUE NET 30 DAYS FROM INVOICE DATE

Date of Acceptance: _____ Customer's Signature: _____

Spare conduit between the building and the tank area (for future monitor, etc.)

ADD \$ 303.00/each

EXCLUSIONS: ITEMS LISTED WILL BE TIME PLUS MATERIAL IF NOT STATED IN BID
ANY REPAIRS/UPGRADES TO EXISTING EQUIPMENT NOT LISTED ABOVE.
ANY SEEDING, SODDING OR LANDSCAPING.
EXISTING TANKS TO BE REMOVED MUST BE PUMPED OF ALL PRODUCT PRIOR TO JOB STARTING DATE.
ANY PUMPING AND DISPOSAL OF REMAINING PRODUCT OR SLUDGES.
ALL WARRANTIES PER MANUFACTURE SPECIFICATION.
ALL COLD WEATHER CHARGES.



ZAHL-PETROLEUM MAINTENANCE CO.

DIV. OF DAN LARSON ENTERPRISES, INC.

Sales, Service, Installation of Petroleum Equipment Since 1952

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September 18, 2017
 White Bear Lake Township P.W
 Attn: GT

Re: **2nd Revised Proposal**
 Aboveground Tank
 Removal and Replacement
Page 1 of 2

Equipment:

2	1500 gallon Fireguard Skid Tank 70" x 9'x6" with 24" Manway and 6" Emergency Vents	\$	19,270.00
1	Fillrite FR 313V Pump with Anti-Syphon Kit – Diesel		1,025.00
1	Fillrite FR 713V Pump with Anti-Syphon Kit – Unleaded		615.00
2	Fillrite FR902DP Dispensing Cabinets		2,940.00
1	Set hose, automatic nozzle, swivel + breakaway – unleaded		160.00
1	Set hose, automatic nozzle, swivel + breakaway – diesel		335.00
2	Morrison 515-0300AC 3" 15 Gallon Spill Container		1,460.00
2	Morrison 3" 691B-1001V Locking Ball Valve		540.00
2	Morrison 3" 800A + 800DC		80.00
2	Morrison 3" 246 Swing Check		540.00
2	Morrison 3" 285 Line Strainer		340.00
2	Morrison 918F 0100AG Tank Gauge with overfill alarm		1,370.00
2	Morrison 3" 9095AA 3300 AV Overfill Valves		1,780.00
1	Morrison 3" 419 Drop Tube		140.00
2	Morrison 539AT-300 AD Diffuser		140.00
1	Morrison 2" 710-0200 Solenoid Valve		1,510.00
2	Morrison 2" 285 Line Strainer		200.00
2	Morrison 2" 535 Gate Valve		440.00
2	Morrison 354 Vent		40.00
2	Kreuger Leak Gauge		100.00
	Tank + Accessory Freight		1,000.00
	Equipment Total	\$	34,025.00

Removal/Replacement:

- Permits are not included in this proposal and if required will be invoiced separately
- Notify MPCA
- Disconnect equipment on existing tanks
- Inert tanks
- Clean and demo tanks on site and haul away for proper disposal

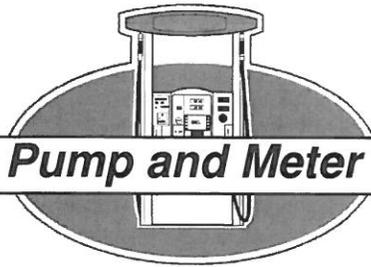
Continued...

3101 SPRING STREET N.E. - MINNEAPOLIS, MN 55413

PHONE: (612) 331-8550 - FAX: (612) 331-8553

EQUAL OPPORTUNITY EMPLOYER

Main Office - 11303 Excelsior Blvd. - Hopkins, MN 55343
 Phone: (952)933-4800 - Fax: (952) 939-0418
 Email: www.pump-meter.com



Pump and Meter Service, Inc.

SERVICE • SALES • INSTALLATION

Bejin Pump Service - A division of Pump & Meter Service, Inc.
 3497 129th Street - Chippewa Falls, WI 54729
 Phone: (715)723-8223 - Fax: (715)723-7242

Duluth Branch
 Phone: (218)389-6359 - Fax: (218) 389-6359

To: **White Bear Township**
 GT Magnuson
 1281 Hammond Rd
 White Bear Twsp, MN 55110-

Job Site: **White Bear Township**
 1281 Hammond Rd
 White Bear Twsp, MN 55110-
 Ph: (651) 775-2585 Fax:

Ph: (651) 775-2585 Fax:

Salesman: **Dave Davenport**

Email: gt.magnuson@ci.white-bear-township.mn.us

Job Description: Supply and Install New Fuel Equipment

Equipment

Qty	Description	Total
1	1,500 Gallon (70" by 9'6") Fireguard Skid Tank. (Tank includes 24" manway, all fittings and 6" Emergency Vents with Platform for Remote Pump Cabinet).	\$8,655.56
1	1,500 Gallon (70" by 9'6") Fireguard Skid Tank. (Tank includes 24" manway, all fittings, and 6" Emergency Vents.)	\$8,655.56
1	FR313V Diesel – 32 GPM, 115V/230V Remote Pump. Return line (Anti-Siphon Kit) 1" discharge.	\$880.00
1	FR713V Unleaded – 18 GPM, 115V/230V Remote Pump. Return line (Anti-Siphon Kit) 3/4" discharge.	\$437.63
2	FR902DP – Electronics cabinet with barrier, hammer arrestor and check valve included.	\$2,840.00
2	Mor 515---0300 AC -3" – 15 Gallon AST Remote Spill Container – Female Threaded, Post Mount, (2) 691B--100 1V Locking Ball Valve, (2) MOR 800A and 800C Adaptor with Dust Cap, MOR Spill (2) 246 Check Valve, (2) MOR 285 Line Strainer	\$3,001.57
2	Mor 918F-0100AG – 2" Clock Gauge Alarm / Female Thread with Standard Float	\$1,544.48
2	9095AA0300 AV 3" Pressure Fill Overfill Prevention Valve, Aluminum Body with 3" Male Quick Disconnect x 6" Female Threads (2) Mor 539AT-0300 AD 3" Diffuser	\$1,955.01
2	Mor 419---1400 1T 3" Aluminum Drop Tube	\$172.31
2	Mor 710-0200 Solenoid Valve	\$1,542.86
2	Mor 285-2" Line Strainer	\$196.35
2	Mor 535 Gate Valve	\$444.51
2	At-A-Glance Gauges	\$150.00
1	Set of Unleaded Hardware	\$190.00
1	Set of Diesel Hardware	\$250.00

Subtotal **\$30,915.84**
 Freight **\$2,045.00**
 Tax Exempt

Fueling Systems -
 Inventory Controls -
 Line Testing -

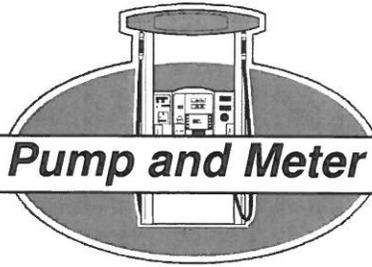
Electronic Gauging &
 Fiberglass Tanks & Pipe
 Tank Testing



Self-Serv Equipment -
 Auto Lifts & Parts -
 Card Control Systems -

Compressors
 Service Station Pumps
 Canopies

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Installation (Labor & Material)

Seq	Description		
1.	Remove existing 2k vaulted tank and truck off site and dispose.		
2.	Set (2) new 1,000k Fireguards with all tank top accessories.		
3.	Set remote fill at rear of tanks and pipe with 3" (2) products (diesel and gas). Piping to be painted.		
4.	Mount electronics cabinet on 12" by 12" platform welded on front of each tank. (Includes all new gas and diesel hardware.)		
5.	Trenching from building to Fuel Island by the City.		
6.	Start up system and place in service.		
	Electrical Scope:		
1.	I.D. and disconnect conduit and wiring to (2) existing tank mounted pumps.		
2.	Demo conduits as necessary.		
3.	Extend / install new tank area conduit, as necessary, for (2) new tank mounted pumps on (2) new tanks.		
4.	Install a tank(s) ground rod if necessary.		
5.	Install inside conduit as necessary from electrical panel.		
6.	Install conduits for pump, power wiring and pulsars.		
7.	Run (2) conduits to future Fuelmaster location on tank slab for power and communication.		
8.	Modify E-stop on the building to shut off all fueling per code.		
		Installation	\$14,305.00

Total Consideration

\$47,265.84

Total Amount

Options

No	Description	Total
#1	Spare conduit between the building and the tank area (for future monitor).	Add: 324.00

Fueling Systems -
 Inventory Controls -
 Line Testing -

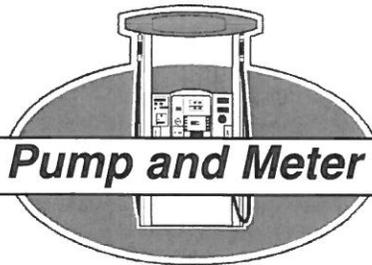
- Electronic Gauging &
 - Fiberglass Tanks & Pipe
 - Tank Testing



Self-Serv Equipment -
 Auto Lifts & Parts -
 Card Control Systems -

- Compressors
 - Service Station Pumps
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Work Scope Exclusions

Description

- * Concrete slab and bollards by others.
- * We assume existing tank to be empty before removal off site.
- * Tank monitoring equipment reinstalled by fuel supplier, interstitial monitoring by others.
- * Existing electrical conduits are considered clear, unobstructed, reusable and of sufficient capacity to handle the necessary wires required.
- * Includes pulse out for future Fuelmaster.
- * We will secure permits, however, permit fees are not included in above proposal and will be billed extra to bid amount.
- * CAT5 inside the building for fueling communication to be supplied by the owners I.T. department. Concrete housekeeping pad for Fuelmaster by others.
- * Trenching not included.
- * Excessive cold weather conditions requiring heating or blanketing of concrete, or weather which severely impairs the progress of the job, or frost removal and replacement would be extra and owner would be advised upon occurrence.

Terms

Payment to be made as follows:

20% Down payment required with order. Equipment billed upon shipment from factory. Installation billed twice monthly on job progression. Net 30 days.

A finance charge of 1.5% per month (18.0% per annum) will be applied to unpaid balance after 30 days.

Payments made by credit card over \$1,500.00 will be subject to a 2.6% processing fee.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Authorized Signature: _____

Dave Davenport

Note: This proposal may be withdrawn by us if not accepted within 30 Days

Prepared by: J. Mcfarlin

Acceptance Of Proposal

The above prices, specifications, and conditions, including the terms on the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner of Job Site: _____

Signature: _____

Owner Tenant Other

Date of Acceptance: _____

Title: _____

Fueling Systems -
 Inventory Controls -
 Line Testing -

Electronic Gauging &
 Fiberglass Tanks & Pipe
 Tank Testing



Self-Serv Equipment -
 Auto Lifts & Parts -
 Card Control Systems -

Compressors
 Service Station Pumps
 Canopies

1. The aforesigned hereby warrants and represents to PMSI that he/she has the authority to enter into this Contract and that every person, firm and entity either having an interest in the real property defined herein as the Job Site and whose consent to the Job is required is aware of this Contract and all matters contemplated hereby and has consented thereto.
2. **Delay.** If the job is delayed or postponed due to floods, explosions, strikes, storms, terrorism, or other acts of God through no fault of PMSI, Owner shall pay, in addition to the Contract Price, any and all increases in the cost of labor and materials in excess of those in effect on the date of this contract.
3. **Liens. PLEASE TAKE NOTICE THAT:**
 - a. **PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER.**
 - b. **MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF 120 DAYS FROM THE COMPLETION OF IMPROVEMENTS UNLESS THE CONTRACTOR FURNISHED TO THE OWNER WAIVERS OF CLAIMS FOR MECHANIC'S LIENS SIGNED BY THE PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.**
4. **Indemnification.** Owner shall indemnify and hold harmless PMSI or any of PMSI's subcontractors from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of this contract and related construction project which are caused in full or in part by or arise from any negligent act(s) or omission(s) of Owner.
5. **Insurance.** The Owner shall purchase and maintain general liability, fire, theft, and casualty insurance, including vandalism to cover the materials, personal property and improvements and PMSI's operations during the job at the job site. Any loss or damage incurred or suffered by the Owner which arises out of or relates, in any way to PMSI's performance of the job, and whether covered by insurance or not, shall be the sole responsibility of the owner. PMSI shall maintain liability and workers' compensation insurance in the amount required by law or deemed adequate by PMSI.
6. **Underground Tanks.** Upon notification by PMSI, owner shall be responsible for filling all underground storage tanks with product or, if product is unavailable, water immediately upon PMSI's placement of tanks into excavations. The Owner shall be responsible for any and all damages and losses that may occur due to floating or unstable tanks if the tanks are not filled as requested.
7. **Additional Work or Work Stoppage.** If any governmental body or agency requires any other work completed in addition to the contracted job, Owner must pay the cost of such other work in an amount equal to the costs incurred by PMSI plus overhead. If a stop work order is issued, PMSI may remove its equipment from the Job Site. Additional charges will be added to the contract if the Job is recommenced.
8. **Contaminated Soils or Environmental Clean-up.** Any costs generated during underground excavation for environmental clean-up, site assessments, consulting fees, disposal of contaminated soil, etc., are the sole responsibility of the Owner, unless specifically stated otherwise in our proposal.
9. **Underground Hazards.** Any underground obstructions encountered, such as bed rock, water, frost, foundations, non-locatable underground utility lines or excessive caving requiring shoring is not covered, unless specifically agreed to in our proposal.
10. **Partial Completion.** If the job is terminated or postponed for reasons including but not limited to the above and which are not attributable solely to PMSI, the owner shall pay to PMSI that portion of the Contract Price representing the percentage of the Job completed upon termination or postponement.
11. **Terms of Payment.** Net thirty (30) days unless otherwise stated on Contract. By signing this Contract, the Owner agrees to pay on demand all costs and expenses including legal and out-of-pocket expenses incurred in connection with the collection of amounts due under this contract. Interest will be added to unpaid balance at the rate of 1.5% per month (18% per year).



**Town Board Meeting
November 20, 2017**

Agenda Number: 7C – New Business

Public Works Director Items:

Subject: Warning Siren Replacement – Authorize Replacement

Documentation: Public Works Director Memo w/attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Public Works Director Review & Recommendation Approve

- 1) The Quote for the Receive Replacement at each of the Four Siren Locations from Federal Signal Safety & Security Systems for \$27,898.56
- 2) The Quote from Federal Warning Systems for the Warning Siren Replacement at each of the Four Existing Sire Locations for \$71,622.50

Noting That Funding is From the Improvement Fund

the Proposal of the Fuel Tank & Pump Replacement from Zahl-Petroleum Maintenance for \$46,665.00 With Funding From the Capital Building Fund

MEMORANDUM

Date: November 15, 2017
To: Town Board
From: Dale Reed, Public Works Director
Re: Town Warning Sirens Replacement

On August 10, 2016 the Township received a letter from Ramsey County Emergency Management & Homeland Security (RCM&HS) informing the Township that they would be replacing the current emergency siren activation system with a new system. This would require communities within Ramsey County to also upgrade their respective receivers at each siren location. The Township has 4 warning siren locations. One at Hickory Trail and Otter Lake Road (Thunderbeam RSH 10B with 128 dBC (decibel output)), a second at 5130 Dillon Street (STH10 with 110 dBC), a third at 2545 Buffalo Street (Thunderbeam RSH 10A with 128 dBC) , and a fourth 2569 Stacker Blvd (Allertor 125 with 125 dBC). All the sirens were originally installed in 1988 and are nearing 30 years in age, with the exception of the 2569 Stacker Blvd location. The 2569 Stacker Blvd siren was purchased used from the City of Fridley and is over 47 years old.

Because of the Federal Signal (FS) Safety and Security Systems activation system that RCEM&HS has acquired, the Township is required to use the quote for the receiver upgrade at each siren location. The activation system is proprietary for the receivers at each site. Staff has worked with the Town's Engineering consultant to review options for the siren replacement. It has been determined that there are justifiable reasons to single source FS sirens. First is the cost to prepare bidding documents and receive sealed bids would exceed any cost savings that may or may not exist by pursuing other siren manufacturers. Second is the extra effort that would be required to coordinate the installation of the Class 2 poles with accompanying sirens in conjunction with the receiver installation that is proprietary to RCEM&HS new activation system, then having the receiver installation contractor mobilize a second time to perform the system optimization at the RCEM&HS activation location.

The Township received a quote for the upgrade for the receivers from Federal Signal (FS) for \$27,898.56. Along with the receiver upgrade we have requested a quote from Dan Gossman, of Federal Warning Systems, for the replacement of the existing sirens. The proposed replacement sirens will all be FS model 2001-130 dBC. The quote for the replacement of all four sirens, including replacement of existing wood poles with Class 2 wooden poles and system optimization programming (at the RCEM&HS activation location) is \$71,622.50.

Of the four locations, three will require power supply modifications from 240 volt, 3-phase to 240 volt, 1-phase. Estimated costs for the power supply modifications are

\$12,000.00. Staff will work with a local electrician and either Xcel Energy or Conexus on the change.

When totaling all the above costs, new receivers, new warning sirens, and electrical power supply changes the total estimated cost is \$111,521.06. This total is higher than the estimated provided to the Town Board in March of 2017 of \$101,988.56 due to the changes required in the power supply at three of the 4 locations.

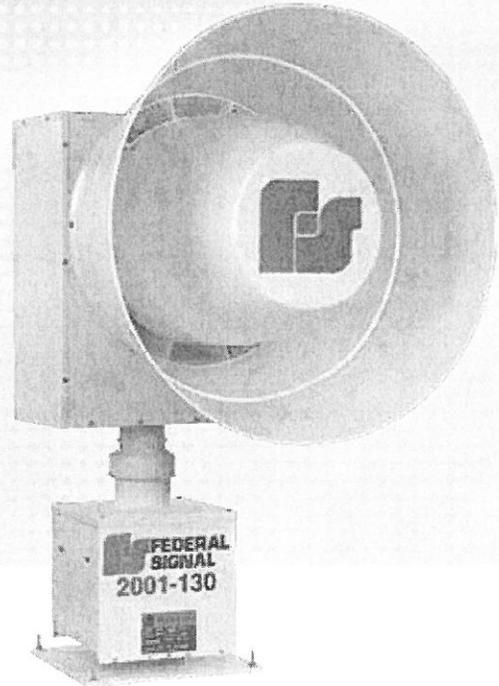
The funding for the Warning Siren replacement will be provided by the Improvement Fund which has \$100,000.00 designated for the purchase and is identified for 2017 in the 2017-2021 Capital Improvement Plan.

Staff is recommending the approval of the quote for the receiver replacement, at each of the four siren locations, from Federal Signal Safety and Security Systems for \$27,898.56 and approval of the quote from Federal Warning Systems for the warning siren replacement, at each of the four existing siren locations, for \$71,622.50.

2001-130 Siren

Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

DATA SHEET

2001-130 Siren

Specifications

Power Requirements*

Siren Motor	48V (DC or full wave rectified AC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)

Wiring

Siren Motor	2 AWG
Rotator Motor	12 AWG

Motor Type

Siren	Series wound DC 6 Hp
Rotator	Permanent magnet DC 1/8 Hp

Signal Information

Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dBC	
Rotation	3 RPM	

Dimensions

Height x Width x Depth	55" x 37" x 41" 140cm x 94cm x 10cm
------------------------	--

Weight

Shipping Weight	450 lbs. (205 kg)
-----------------	-------------------

Environmental

Operating Temperature -30°C to +60°C**

* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

Ordering Information*

Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC ¹	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC ^{1,2}	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg

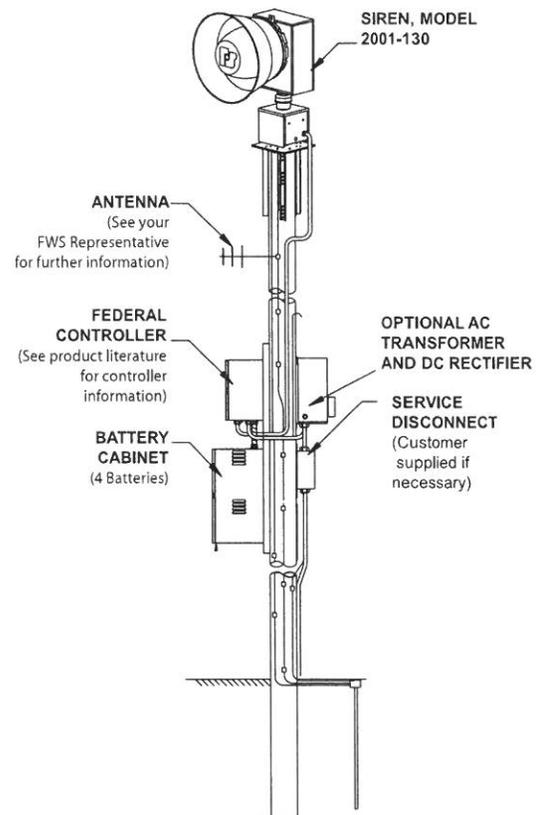
Landline Option

2001HR	Rotator holding relay for use with external timer
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* 2001-130 Siren requires a Federal Controller such as FC or DFCE (See controller product literature)

¹ For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

² Batteries not included.



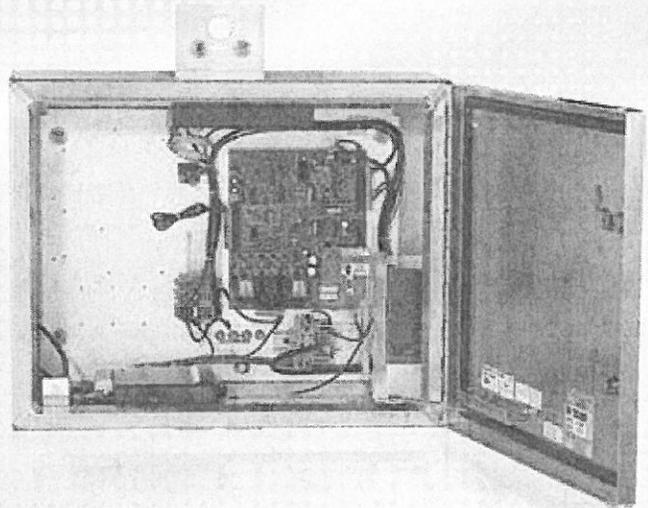
FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

Federal Controller Two-Way

Features

- **Six remote sensor inputs**
- **Two-way control and status monitoring**
- **Interface with PA systems, voice capable fire alarm systems and telephone alerting systems**
- **Programmable codes and timing**
- **Push buttons for local activation**
- **Built-in tone generator for local tones or public address features**
- **Internal battery back-up**
- **UL listed**



The Federal Controller two-way digital (model FCTBD) will control and monitor any electro-mechanical siren, and may be used in conjunction with the SS2000 encoder located at a central command point. The FCTBD will automatically report any change in status of the AC, low battery and intrusion sensor inputs back to the SS2000 while the siren is not sounding. The system may be polled via the SS2000 at any time for current status conditions. The FCTBD offers the ability to monitor six remote sensor inputs, such as: AC power, low battery, up to three additional sensors to monitor siren motor operation. The FCTBD is packaged in a NEMA 4 weatherproof cabinet and comes equipped with power supply, gel battery, processor unit, radio transceiver and AC power surge protection.

The FCTBD is field programmable through an RS232 port. This enables the user to change activation code formats and signal timing. Programming is accomplished by using the FSPWARE that can be purchased separately. The FCTBD is programmable over the air, and includes a "digipeat" system feature that automatically seeks and recalls the best means of transmitting data to the central control by using the siren sites as radio repeaters. This feature can greatly reduce the costs of RF infrastructure required for the system.

The FCTBD is an ideal choice for upgrading or retrofitting one-way controls to two-way status monitoring for use with existing electro-mechanical sirens like the Federal Signal 2001-130 siren, Eclipse siren series and the Model 2 siren.

 **FEDERAL SIGNAL**
Safety and Security Systems
Advancing security and well being.

Federal Controller Two-Way Specifications

Electrical Specifications

AC Supply Voltage	120 VAC @ 3.0 Amps
Current Draw	240VAC @ 1.5 Amps +/- 10%, 50/60 Hz, maximum standby current
Power Supply	10A @ 13.3 VDC, 2A @ 13.3 VDC
Battery Backup	12VDC 12A/H standby
Current Draw	< 600 Ma. Amps in standby

Serial Ports

Serial Port Protocol	RS232C 600, N, 8, 1
----------------------	---------------------

Transceivers Specifications

Programmable frequency: power out and private line options. For further details consult the Motorola® product manual.

Signaling Formats

AFSK	1200 baud, MSK (Minimum Key Shift) modem type Usable decode sensitivity: 10db(C) SINAD (Min.)
DTMF	3-12 standard DTMF characters

Relay Outputs

4 relay outputs	SPST
Contract Rating	(4 relays standard) 3A @ 30VDC 7A @ 250VAC

Audio Output

Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohm
Total Harmonic Distortion	<10% @ 1kHz sinewave

Environmental

Operating Temperature	-30°C to 65°C
Humidity	0-98% non-condensing

Controller Dimensions

HxWxD	62.5" x 23.5" x 16.94" 1588mm x 597mm x 430mm NEMA 4X rated
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Battery Cabinet Dimensions

HxWxD	20" X 20" 12" 50.8cm X 50.8cm X 30.48cm Vented NEMA 4X rated
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Shipping Weight

155 lbs. (approx.)

Select Model

FCTBD ^{1,2}	Two-way Federal Controller
FCTBDL ^{1,2}	Two-way Federal Controller, low band 30-45 MHz
FCTBDH ^{1,2}	Two-way Federal Controller, high band 148-174 MHz
FCTBDU ^{1,2}	Two-way Federal Controller, UHF band 403-470 MHz
FCTBD-IP ^{1,3}	IP-enabled, two-way electromechanical controller
FCTB-LL	Two-way Federal Controller, Landline

¹For use with 2001-130 and Eclipse siren series.

²Antenna and cable are not included with radio activation control and must be ordered separately.

³Broadband radio and Codespear software sold separately.

Options

FSPWARE	Federal programming software (non- digital applications)
SFCDWARE	Federal Commander digital software (see literature for details)
FS-PL	Private line tone and digital coded squelch encoder and decoder
SINAD	Signal-to-noise ratio monitor
TB-LL	Telco Base, Landline
ES-PROG-DTMF	Two-way DTMF Programming

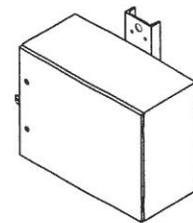
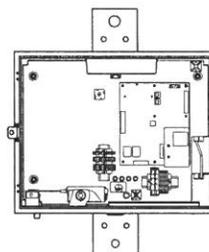
Sensor kits for Federal Controllers with two-way status monitoring

Select the sensor that matches your siren motor type and number

SK-SM	Single motor AC current sensor
SK-3M	Three motor AC current sensor

Select the sensor that matches your voltage and phase

SK3-240	3-phase, 240VAC voltage sensor
SK3-480	3-phase, 480VAC voltage sensor
SK1-120	Single phase, 120VAC voltage sensor
SK1-240	Single phase, 240VAC voltage sensor



Advancing security and well being.



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Customer Responsibilities Checklist + 2006

CUSTOMER RESPONSIBILITIES CHECK LIST

1. It is the customer's responsibility to get power to the siren site, either overhead or underground. Any cost to complete this work is the customer's responsibility. West Shore's electrical service responsibilities include installing the service entrance, disconnect, meter socket (if required and provided at no charge by customer/utility), mast pipe and weather head for overhead electrical hook-up or a disconnect and meter socket (if required and provided at no charge by customer/utility) for underground service.
2. It is the customer's responsibility to obtain any necessary permits (electrical, road). It has been our experience that charges can normally be waived for community warning system applications.
3. If permits are required for installation of sirens in the road right of way, or other easement areas, the permit process including fees is the customer's responsibility. Any special bond requirements are also the customer's responsibility.
4. General ground conditions are those that allow the hole to be dug with an auger truck without encountering serious obstructions. If we encounter unusual subsoil conditions, the customer will be responsible for covering the additional hourly cost to complete the drilling of the hole and/or foundation. A good estimate of these costs is \$170.00 per hour.
5. Sirens that are radio activated cannot be ordered until complete radio and signaling information is obtained from the customer or its authorized radio agent in writing. The accuracy of this information will be the responsibility of the customer. Federal will not begin the construction of an order until this information has been received at the plant or a waiver of responsibility has been submitted by the customer.
6. It is the customer's responsibility to finalize the siren locations with our staff and have power to the sites verified by the local electrical utility provider to assure proper electrical hook-up can be made. At the same time this is accomplished it is the customer's responsibility to determine if a meter will be required and obtain energy request numbers.
7. If the customer requests the equipment to be shipped direct to their location, they are responsible for unloading, inspecting, and storing the equipment until the arrival of our installation crew. The siren and control equipment is typically shipped on two skids. Skid weight is approximately 500 lbs. so a fork truck is generally the easiest and safest way to unload.
8. The customer acknowledges outdoor community warning sirens are to alert the general population that is "out-of-doors" at the time of the event. While indoor warning may, in fact, result for those residing in close proximity to a siren location, community warning sirens are designed for "out-door" warning.
9. You acknowledge having discussed the following topics with your authorized Federal Representative.
 - Pole Size and Why
 - Remote Siren Locations

**Federal Signal Corporation
LIMITED WARRANTY TERMS AND CONDITIONS
Effective September 1, 2016**

The Integrated Systems Division and Public Safety Systems Group of Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document, and are subject to change at the sole discretion of Federal Signal.

SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished or specified by the Buyer or end user.

During the aforesaid warranty period, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship, or refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED.

UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.

LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Public Safety Systems Division		
Product	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
AUDIBLE PRODUCTS		
Speakers	2 years	1 year
Platinum 3000 sirens	5 years	5 years
LED PRODUCTS		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
LED rotating light assemblies from all lightbars and beacons	5 years	5 years
MicroPulse LED lights	3 years	3 years
416200 Series Corner LEDs	3 years	3 years
416400/416410 Corner LEDs	5 years	5 years
416500 Series Corner LEDs	3 years	3 years
416800/416810 Corner LEDs	3 years	3 years
MB1 LED Message Board	3 years	3 years
STROBE PRODUCTS		
Strobe flash tubes	1 year	1 year
951 strobe beacons	5 years	1 year
651/851 strobe beacons	5 years	1 year
US5, US6, and US7 UltraStar	5 years	1 year
OTHER PRODUCTS		
Halogen Rotating Light assemblies from all lightbars	5 years	1 year
All halogen rotating beacons and mini-lightbars, except Setinel	5 years	1 year
	5 year warranty on LED components Limited lifetime warranty on mechanical components	5 year warranty on LED components Limited lifetime warranty on mechanical components
LITTLITE MAP LIGHTS		
SWM Interceptor Switch Modules	1 year	1 year
CAM Reverse Camera/Monitor Systems	3 years	3 years
Stinger Spike Systems	5 years	5 years
AIREL	3 years	3 years
PBX Series	3 years	3 years
HRX Series	3 years	3 years
PT Series	3 years	3 years
DOT Flasher	3 years	3 years
Note: Domes, lenses, lamps, and batteries are NOT covered under warranty		

LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Integrated Systems Division	
Product*	Warranty Period for Parts Replacement and Factory Performed Labor**
Mechanical Sirens	
2001-130 / 508-128 / Equinox Eclipse8 / Model 2	5 years parts and labor from date of delivery, return to factory for service
Electronic Sirens	
MOD1004B / MOD2008B / MOD3012B MOD4016B / MOD5020B / MOD6024B MOD8032B DSA2/3/4/5/6	2 years parts and labor from date of delivery, return to factory for service
Controllers	
SS2000+ FC Controllers DCFCTBD Controllers UV / UVRI/UVIC Controllers	2 years parts and labor from date of delivery, return to factory for service
Signaling Devices	
Beacons / Speakers / Sounders ECHO Intercoms Selectone Controllers Audiomaster products	5 years parts and labor from date of delivery, return to factory for service
Miscellaneous	
IP Informers / Radio Informers Signal Tech – Beacons, Sounders, Strobes FT400BX	1 year parts and labor from date of delivery, return to factory for service
OEM Products (such as)	
PC Equipment Field Devices Security and LPR products UPS systems PABX Systems	Federal Signal utilizes the original manufacturer's warranty
PAGA	
PAGA	18 months from shipment or 12 months from commissioning/system field acceptance whichever is sooner covering parts and labor, return to factory for service.
Software	
Commander (SFCD-XX) SmartMsg	Free from defects for 12 months from date of acceptance, Software Maintenance Agreements available
*Federal Signal Offers extended warranties and software maintenance agreements – contact Federal Signal for further information	
**On-site services not included	
*** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded	
When Federal Signal has provided a turn-key installation including optimization and/or commissioning services, Federal Signal will provide on-site warranty service during the first 60-days after completion of the installation.	



TERMS AND CONDITIONS OF SALE (Goods and Services)
Effective 9-20-2016

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgement of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the foregoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Seller shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

10%	-	if cancelled more than 2 weeks from the Effective Date;
20%	-	if cancelled more than 4 weeks from the Effective Date;
40%	-	if cancelled more than 6 weeks from the Effective Date;
80%	-	if cancelled more than 8 weeks from the Effective Date.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each

delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

- A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.
- B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the forgoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.**

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

- D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
- E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.
- G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
- I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
- J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
- K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS: The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.



QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems

Quotation No.: FWS **11917139**
 Reference quote no. on your order

Name White Bear Township
 Co. Name Dale Reed, Public Works Director
 Address 1281 Hammond Road
 City, State, Zip White Bear Township, MN 55110
 Phone No. 651-747-2777
 E-Mail Dale.Reed@whitebeartownship.org



Date 11/9/2017
 Reference 2-Way Siren System

CUSTOMER COPY
 SALESPERSON COPY
 OFFICE COPY

Item No.	Qty.	Federal Model/Part No.	Description	Net Cost Each	Total Cost
1	4	2001-130	130 db Rotating Mechanical Siren	\$6,400.00	\$25,600.00
2	4	2001AC	AC Control/Transformer – 240-volt single	1,560.00	6,240.00
3	4	FCTBDH	2-Way Federal Control for AC Siren	3,300.00	13,200.00
4			2-Way VHF Vertex Radio		
5	4	SK-DCM-C	DC Current Sensor- Chopper	135.00	540.00
6	4	SK-DCM-R	DC Current Sensor – Rotator	135.00	540.00
7	1	ES-SMV	Standard Model Variation – install sensors		637.50
8	4	OMNI4	3 db Gain Omnidirectional Antenna	280.00	1,120.00
9	4	AMB-P	Antenna Mounting Bracket – Pole	95.00	380.00
10	1	MISC.	Shipping from Factory		615.00
11	4	TK-I-2001ACZ2*	Installation on 50' Class 2 Wood Pole	5,600.00	22,400.00
12	1	TKSSITEOPTCU	System Optimization – Add Siren RTU's to Ramsey County Commander Base		350.00
13					
14	1	TOTAL	Equipment, Shipping, Installation, Optimization		\$71,622.50
15					
16			<i>*See attached Customer Responsibility Checklist regarding installation. Customer responsible for bringing proper power to pole and making final power hookup</i>		
17					
18					
19					
20			<i>*Does not include removal of existing sirens</i>		

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for _____ (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL
 EST. DEL. WT. _____
 DELIVERY 6 – 8 Weeks (ARO)
 TERMS Equipment: Net 30 Days Upon Shipping
Services: Net 30 Days Billed Monthly Upon Completion
 FREIGHT TERMS See Line Item Above

BY: *Lou Holzman*
FWS Sales Representative
 ADDRESS: Federal Warning Systems, Inc.
1708 3rd Avenue SE
Rochester, MN 55904
 BY: _____
Federal Signal / Countersigned
 TITLE: _____

Purchase order MUST be made out to:
 Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484



Town Board Meeting November 20, 2017

Agenda Number: 7D – New Business

Park Board Recommendations:

Subject: 1. Ratify the Park Board's Recommendation to Set the 2018 Township Day for the Second Saturday in September, (September 8, 2018)

Documentation: None

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Park Board Review & Recommendation Ratify the Park Board's Recommendation to Set the 2018 Township Day for the Second Saturday in September, (September 8, 2018)

Minutes
Park Board Meeting
October 19, 2017

TOWNSHIP DAY – CONTINUING DISCUSSION: Deb Stender is interested in coordinating Movies in the Park and the Township Day event. She will prepare a proposal for review and approval. Discussion on the 2018 event included:

- Stay with the 2nd Saturday in September for the date for the event.
- There has been interest in a car show. The cars could be displayed in the grassy area. How many cars could be accommodated? 50 cars could take one half of the area plus 50 others.
- Place bouncy house next to the playground.
- Just have a main band and one other.
- Need to be aware of the timing for the kids' band to assure attendance.
- Consensus to have movies in the park again this year.
- With movies in the park should have another activity for the kids before the movie.
- Have more movies for teenagers and not just little tykes.
- Do a variety of movies.
- Get movies from a few years back. The current ones have all been seen recently.

Swisher moved to recommend to the Town Board that the Town stay with the second Saturday in September as Township Day event with the 2018 Township Day event to be held on September 8, 2018. Koster seconded. Ayes all.



**Town Board Meeting
November 20, 2017**

Agenda Number: 7D – New Business

Park Board Recommendations:

Subject: 2. Authorize Waiver of BluesFest Shared Costs

Documentation: None

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Park Board Review & Recommendation Authorize Waiving the Shared Costs Charged to the Bluesfest Committee for the Following:

- 1) dumpster;
- 2) tent;
- 3) toilet rental due to inconvenience cause by the 5 game soccer tournament scheduled that day and the activity of construction trucks coming and going to repair the field irrigation noting that the share costs that are waived may go to the MS foundation.

**Minutes
Park Board Meeting
October 19, 2017**

BLUESFEST – CONTINUING DISCUSSION: The Planner reported that staff has discussed with Jan Dehnert regarding waiving the Township fees incurred at the Bluesfest event. The shared costs were for the dumpster rental; tent; and rental of toilets. In addition Bluesfest was charged a \$50 permit fee. The biggest impact and control issue they experienced was the 5 game soccer tournament that was held at the same time as Day 2 of the event. The gate volunteers explained to the soccer fans that the Bluesfest was a private event. Many tournament goers felt they could just come down the hill and participate. They had to turn way about 30 people because they did not understand why Day 2 had a cover charge and Day 1 was free. There were also construction trucks and equipment coming and going through the gate due to irrigation repair to the ballfields south of the event. The Bluesfest committee felt that these issues could have been addressed and solved better if more of an effort was forthcoming on the part of the Township. Another pitfall they encountered was to find sponsors. Many of the people they asked were already sponsoring the Township Day event.

There was discussion regarding waiving any of the fees to compensate the Bluesfest committee for their inconvenience. It was the consensus that the Bluesfest portion of the shared expenses be waived. This includes shared cost for dumpster; tent rental; and rental of toilets. The cost of pumping the toilets and the \$50 permit fee will not be waived.

Peterson moved to recommend to the Town Board that the following shared costs charged to the Bluesfest committee be waived: 1) dumpster; 2) tent; and 3) toilet rental due to inconvenience cause by the 5 game soccer tournament scheduled that day and the activity of construction trucks coming and going to repair the field irrigation noting that the share costs that are waived may go to the MS foundation. Swisher seconded. Ayes all.

There was discussion regarding having the Bluesfest “piggy backing” onto Township Day. Following are comments and suggestions provided:

- Do we want to permit the Bluesfest on Township Day weekend?
- Piggy backing the Bluesfest caused issues.
- If it is decided to permit the Bluesfest, the costs should be shared.
- Regarding sponsorships: Bluesfest felt that the sponsors they anticipated already sponsored Township Day. They may need to draw sponsors from a broader audience.
- Should the Township Day event share advertising for their event?

Bluesfest will continue to be discussed at future meetings.



Town Board Meeting November 20, 2017

Agenda Number: 7D – New Business

Park Board Recommendations:

Subject: 3. Approve Proceeding Forward with West Avenue Raingarden Handicapped Accessible Ramp/Walkway to the Lake

Documentation: None

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Park Board Review & Recommendation Approve Proceeding Forward with the West Avenue Raingarden Handicapped Accessible Ramp/Walkway to the Lake

Minutes
Park Board Meeting
October 19, 2017

WEST AVENUE RAINGARDEN – UPDATE: The West Avenue raingarden project was completed the week of July 3rd. The project involved the construction of a forebay stormwater collection and treatment system on the piece of property which was formerly a boat launch site and passive park. When reviewed by the Park Board, an access to the lake was proposed in addition to the stormwater drainage system. The Park Board reviewed the proposed cost to provide a handicapped accessible ramp/walkway to the lake. The ramp/walkway was not included in the project due to the estimated cost of \$17,900. During the construction process, staff was contacted by neighbors requesting an access be provided so they can continue to launch kayaks and canoes as they have done in the past. Staff worked with the contractor and abutting neighbor to identify where the access could be placed and for what additional cost. The contractor provided a price for the additional work at \$4,200. The access would not be considered handicapped accessible however. The proposed walkway would place the access on the west side of the property. The abutting neighbor would prefer a more centered access, however. Due to concern with the westerly location of the access and the fact that the access would not be considered handicapped accessible, staff was asked to contact the Ramsey Conservation District regarding a design which would centralize the access and provide handicapped accessibility.

The District provided a proposal which was reviewed. The plans shows 120' linear feet of walkway designed at a 20:1 slope. Some retaining walls would be necessary to provide the walkway. An estimated cost to construct the walkway is \$15,000. Packed crushed stone/gravel fines, possibly with a bonding material added to it would be the cheapest surface material which could be used on the path and still meet ADA requirements. The Town would have to request contractors to provide a proposal to construct the walkway and to determine the actual cost. If approved, funding would be provided from the Park Acquisition & Development Fund.

The plan provided by the Ramsey Conservation District was reviewed. Comments included:

- Would the Town plant anything there. (The Town could.)
- This is a hard site to put a handicapped accessibility to the lake.
- Not practical spending.
- Could build an access without all the ramping.
- What is the best site available for ADA.
- Seems like a good opportunity.
- Would probably be good for walkers.
- No place to park.
- Not opposed but the site is too small to provide handicap accessibility.
- If the Town would ever acquire additional land next to the raingarden it would provide an opportunity to put in a handicap accessible use.

Reeves moved to recommend to the Town Board to move forward with the West Avenue raingarden project, noting that the Planner will obtain quotes for the handicapped accessible ramp/walkway to the lake. Koster. Ayes: Reeves, Koster, Peterson, Lombardi. Nay: Swisher, noting concerns that the site is not big enough for ADA.



**Town Board Meeting
November 20, 2017**

Agenda Number: 7D – New Business

Park Board Recommendations:

Subject: 4. Approve Updated Fees for Town Park Use Policies as Recommended by the Town Board

Documentation: Park Use Policies

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Park Board Review & Recommendation Approve the Updated Fees for the Town's Park Use Policies as Outlined in the Minutes of October 19, 2017

**Minutes
Park Board Meeting
October 19, 2017**

PARK USE POLICIES: The Planner noted that there are three park policies (2010; 2013; 2015). It is time for the policies to be reviewed regarding fees for park use. The existing policy was used to add fees for park use. Following are fees charged:

- \$1.00 per person (over 200)
- Fee can be waived for non-profits
- \$20.00 per day per soccer field (outside school district)
- Do not charge within the school district. (They do the programming).
- \$200 for tournaments (within #624).
- \$500 for tournaments for other outside groups.

All fees go into the Town's General Fund.

Lombardi moved to recommend to the Town Board to approve the updated fees for Town park facility use. Koster seconded. Ayes all.



PARK FACILITY USE POLICY POLAR LAKES PARK 1280 HAMMOND ROAD

Background:

The Town of White Bear Park and Recreation facilities are provided for the wholesome leisure time activities of all Township residents and residents residing within the boundaries of School District No. 624. Use of these facilities are governed by policies established by the White Bear Township Board of Supervisors as recommended by the White Bear Township Park Board.

Purpose:

The following procedures and policy's have been developed for park facility usage.

Policy:

The Town agrees to provide the premises in its ordinary and useable condition. The Town will not make any special accommodations in cases of inclement weather. Any group using the field will be completely responsible for any additional set up that it requires, including but not limited to: coordinating and paying for the delivery and removal of additional portable restrooms, obtaining the proper permits and licensing for concessions and providing adequate medical and security personnel, providing field maintenance equipment, and emptying refuse containers as necessary.

Youth Athletic Association Use:

Youth athletic associations within School District No. 624 will be permitted to use baseball, softball, and soccer facilities to conduct their normal day-to-day programs. Youth athletic associations requesting White Bear Township park facilities for additional use (i.e. tournaments), to be conducted as fundraisers, will be required to pay fees as defined by the White Bear Township Polar Lakes Park Tournament Use Policy. Lighting will be provided only after these groups have made maximum use of daylight hours.

No inning or quarter may start after 11:00 p.m., Monday through Saturday, or after 10:00 p.m. on Sunday.

Groups outside of School District No. 624 borders may be allowed to hold practice and/or games within Polar Lakes Park for a fee. Practice/gam schedules shall be coordinated with the Community Services Department of District No. 624. The fee for field use shall be \$20.00 per field per day, within a 3 hour per day maximum. Payments shall be made

to White Bear Township on the last Friday of each month for the month that the field is used.

Fees for use of park amenities other than athletic fields may be charged based on the projected use, i.e. number of people expected for an event. A fee of \$1.00 per person for any event expecting over 200 people will be charged. The Town may waive fees, if the event is planned as a fundraiser for non-profit organizations. Detailed information must be received (i.e. 501c3 certificate).

Events planned to attract over 200 participants shall enter into a contract with the Town for use of the park.

No motorized vehicles or machines are permitted on park property except in those areas designated for parking, without the written consent of the Town Clerk. This prohibition excludes motorized field and outdoor advertising sign maintenance equipment.

Groups agree to make no change or alterations to the premises without the written consent of the Town. the Town will assume no responsibility for loss or damage to personal property belonging to any person from the group.

Groups agree to defend, hold harmless, and indemnify the Town and any of its employees, officials or agents against claims for loss, damage, or injuries sustained by persons, or damage to property arising out of or connected to the group's use of the premises.

Groups agree to use the premises in accordance with all applicable ordinances, laws, and orders, as well as any Town policy, rule, or regulation. the Town reserves the right to immediately terminate a group's use of the field if the group fails to comply with this provision.

Groups shall provide a copy of their insurance policy to the Town, naming the Town as an additional insured.

It shall be the groups responsibility to inspect the facilities for safe operating conditions, prior to use. The Town assumes no liability concerning the condition of the facilities.

If the field is not in playable condition, the groups shall immediately notified the Town, and shall not use until the condition is corrected.

Adopted by the Town Board on September 19, 2005.



PARK FACILITY USE POLICY

Background:

The Town of White Bear Park and Recreation facilities are provided for the wholesome leisure time activities of all Township residents and residents residing within the boundaries of School District No. 624. Use of these facilities are governed by policies established by the White Bear Township Board of Supervisors as recommended by the White Bear Township Park Board.

Purpose:

The following procedures and policies have been developed for park facility usage.

Policy:

The Town agrees to provide the premises in its ordinary and useable condition. The Town will not make any special accommodations in cases of inclement weather. Any group using a park or a specific amenity in a park will be completely responsible for any additional set up that it requires, including but not limited to: coordinating and paying for the delivery and removal of additional portable restrooms, obtaining the proper permits and licensing for concessions and providing adequate medical and security personnel, providing field maintenance equipment, and emptying refuse containers as necessary.

Youth Athletic Association Use.

Youth athletic associations within School District No. 624 will be permitted to use baseball, softball, and soccer facilities to conduct their normal day-to-day programs. Youth athletic associations, individuals or other groups requesting White Bear Township park facilities for additional use (i.e. tournaments), to be conducted as fundraisers, will be required to pay fees as defined by the White Bear Township Polar Lakes Park Tournament Use Policy.

Town parks are open ½ hour before sunset and close ½ hour after sunset.

Groups outside of School District No. 624 borders may be allowed to hold activities within a Town Park for a fee. Practice/game (field use) schedules shall

be coordinated with the Community Services Department of District No. 624, if applicable. The fee for field use shall be \$20.00 per field per day, with a 3 hour per day maximum. Payments shall be made to White Bear Township on the last Friday of each month for the month that the field is used.

Fees for use of park amenities other than athletic fields may be charged based on the projected use, i.e. number of people expected for an event. A fee of \$1.00 per person for any event expecting over 200 people will be charged.

The Town may waive fees, if the event is planned as a fundraiser for non-profit organizations. Detailed information must be received (i.e. 501c3 certificate).

No motorized vehicles or machines are permitted on park property except in those areas designated for parking, without the written consent of the Town Clerk. This prohibition excludes motorized field equipment.

Groups agree to make no change or alterations to the premises without the written consent of the Town. The Town will assume no responsibility for loss or damage to personal property belonging to any person from the group.

Groups agree to defend, hold harmless, and indemnify the Town and any of its employees, officials or agents against claims for loss, damage, or injuries sustained by persons or damage to property arising out of or connected to the group's use of the premises.

Groups agree to use the premises in accordance with all applicable ordinances, laws, and orders, as well as any Town policy, rule, or regulation. The Town reserves the right to immediately terminate a group's use of the park or field if the group fails to comply with this provision.

Groups shall provide a copy of their insurance policy to the Town, naming the Town as an additional insured.

It shall be the group's responsibility to inspect the facilities for safe operating conditions, prior to use. The Town assumes no liability concerning the condition of the facilities.

If the field or amenity is not in playable or usable condition, the group shall immediately notify the Town, and shall not use until the condition is corrected.

Adopted by the Town Board on May 17, 2010.



AMPHITHEATER USE POLICY POLAR LAKES PARK 1280 HAMMOND ROAD

Background:

The Town of White Bear Park and Recreation facilities are provided for the wholesome leisure time activities of all Township residents and residents residing within the boundaries of School District No. 624 and others beyond school district boundaries. Use of these facilities are governed by policies established by the White Bear Township Board of Supervisors as recommended by the White Bear Township Park Board.

Purpose:

The following procedures and policies have been developed for Polar Lakes Park Amphitheater usage.

Policy:

The Town agrees to provide the premises in its ordinary and useable condition. The Town will not make any special accommodations in cases of inclement weather. Any group using the amphitheater and stage will be completely responsible for any additional set up that it requires, including but not limited to: coordinating and paying for the delivery and removal of additional portable restrooms, seating and tables, obtaining the proper permits and licensing for concessions, providing adequate medical and security personnel, emptying refuse containers as necessary, and providing lighting and sound equipment as needed.

Amphitheater Reservation:

Residents, non-residents, non-profit and for profit businesses will be permitted to use the Polar Lakes Park Amphitheater and stage to conduct private or public events such as weddings or concerts. A fee of \$50.00 and a damage deposit of \$500.00 will be collected. The amphitheater is available by reservation between the hours of 10:00 a.m. - 10:00 p.m., 7 days per week. There is a 5 hour per day maximum.

Set up and clean up must be completed by 11:00 p.m. of the reservation date. Any clean up required by Town park staff will be charged to the renter's deposit at \$50.00 per hour. Any physical damage charges will be the responsibility of the renter.

The total charge and deposit must be paid to reserve the amphitheater for the requested date. No refunds will be issued for inclement weather. Should you need to cancel your event, cancellations must take place 2 months prior of the requested reservation date in order to receive a full refund. If the event is cancelled less than 2 months of the requested date, all but the \$50.00 fee will be refunded.

No motorized vehicles or machines are permitted on park property except in those areas designated for parking, without the written consent of the Town Clerk. This prohibition excludes motorized field and outdoor advertising sign maintenance equipment.

Groups agree to make no change or alterations to the premises without the written consent of the Town. The Town will assume no responsibility for loss or damage to personal property belonging to any person from the group.

Fees for use of park amenities other than athletic fields may be charged based on the projected use, i.e. number of people expected for an event. A fee of \$1.00 per person for any event expecting over 200 people will be charged.

The Town may waive fees, if the event is planned as a fundraiser for non-profit organizations. Detailed information must be received (i.e. 501c3 certificate).

Groups agree to defend, hold harmless, and indemnify the Town and any of its employees, officials or agents against claims for loss, damage, or injuries sustained by persons, or damage to property arising out of or connected to the group's use of the premises.

Groups agree to use the premises in accordance with all applicable ordinances, laws, and orders, as well as any Town policy, rule, or regulation. The Town reserves the right to immediately terminate a group's use of the amphitheater if the group fails to comply with this provision.

Groups shall provide a copy of their insurance policy to the Town, naming the Town as an additional insured.

It shall be the group's responsibility to inspect the facilities for safe operating conditions, prior to use. The Town assumes no liability concerning the condition of the facilities.

If the stage is not in useable condition, the group shall immediately notify the Town, and shall not use until the condition is corrected.

Adopted by the Town Board on July 22, 2013.



TOURNAMENT USE POLICY POLAR LAKES PARK 1280 HAMMOND ROAD

Background:

The Town of White Bear athletic facilities are provided for the wholesome leisure time activities of all Township residents and residents residing within the boundaries of School District No. 624. Use of these facilities are governed by policies established by the White Bear Township Board of Supervisors as recommended by the White Bear Township Park Board.

Purpose:

The following procedures and policy's have been developed for facility usage during tournaments.

Policy:

The Town agrees to provide the premises in its ordinary and useable condition. The Town will not make any special accommodations in cases of inclement weather. Any group using the field will be completely responsible for any additional set up that it requires, including but not limited to: coordinating and paying for the delivery and removal of additional portable restrooms, obtaining the proper permits and licensing for concessions, providing adequate medical and security personnel, providing field maintenance equipment, and emptying refuse containers as necessary.

No inning or quarter may start after 11:00 p.m., Monday through Saturday, or after 10:00 p.m. on Sunday.

No motorized vehicles or machines are permitted on park property except in those areas designated for parking, without the written consent of the Town Clerk. This prohibition excludes motorized field and outdoor advertising sign maintenance equipment.

Individuals or organizations interested in sponsoring and/or conducting a tournament must make written application to White Bear Township using Polar Lakes Park Park Property Use Application form, and forward a copy to the

District No. 624 Community Services Department. Applications will be reviewed by the Town upon approval by the Community Services Department.

The Town reserves the sole right to reject sponsors and/or tournaments.

Applications will be taken beginning the first Town business day following March 1st.

Priority will be given to School District No. 624 residents and civic groups/organizations on a first come-first served basis. Any remaining open dates could be scheduled by outside groups upon review and approval of the District No. 624 Community Services Department. Outside group's requests for the remaining available dates will be awarded on a first-come first-served basis.

Individuals or organizations that conducted tournaments the previous year would have the first priority for those dates again the following year. All returning tournament requests must be submitted to the Town Offices by the close of business (4:30 p.m.) on the second Friday in March. All requests for the previous year's dates and any available dates for the upcoming year received in the Town Office from 7:00 a.m. on the first Town business day following March 31st to 4:30 p.m. on the second Friday in April of each, will be considered as an equal priority request. Those applicants requesting the same available dates will be decided by a coin flip. Any remaining available dates will be made available on a first-come first-served basis.

White Bear Township reserves the right to regulate and control the size of tournaments conducted.

All groups are responsible for repaying, in full, any and all damages resulting from theft or vandalism to any equipment or facilities used during their rental period.

The Town Clerk reserves the right to cancel any tournament due to unplayable field conditions. Keys and special permits must be picked up from the Town Offices before the tournament date, and returned the day after the tournament.

All tournaments held at the White Bear Township facilities must be sanctioned through the Minnesota Recreation and Park Association (MRPA/USSSA) or the Minnesota Youth Soccer Association (MYSA) state office or other Town approved state organizations. Any/all tournaments not sanctioned through a Town approved organization will result in the revocation of the applicants damage deposit.

No smoking is allowed on park grounds or in the parking areas.

Alcoholic Beverages.

No alcoholic beverages (including beer), are allowed on park grounds or in parking areas unless a permit has been granted by Ramsey County, and approved by the Town prior to the event.

A \$500 alcohol deposit will be required that will be refunded in the event no alcohol related citations are issued during the tournament.

Fee Schedule – Polar Lakes Park.

Softball/Baseball

\$200.00 per event for School District No. 624 resident groups. \$500.00 per event for non-resident groups.

The event shall not exceed two (2) days. If the event exceeds two (2) days, an additional fee of \$100.00/day to a maximum of four (4) days within a seven (7) day period, shall be applicable.

Fees Include:

- Use of four fields
- Use of lights
- One sanitation facility
- Use of bases and pitching rubbers
- A refuse dumpster

Soccer

No fee for events sponsored by the White Bear Area Soccer Association. \$500.00 per event for events not sponsored by the White Bear Area Soccer Association.

The event shall not exceed two (2) days. If the event exceeds two (2) days, an additional fee of \$100.00/day to a maximum of four (4) days within a seven (7) day period, shall be applicable.

Fees include:

- Use of two fields
- Use of lights
- Use of concession stand, shelter, and electricity
- One sanitation facility
- A refuse dumpster

** The Town reserves the right to deviate from this policy if it is recommended by the Park Board to be in the Town's best interest to consider other financial arrangements. Any and all Park Board recommendations regarding deviations from the policy must be approved by the Town Board.

Deposits.

A \$500.00 damage deposit check is required. The Town reserves the right to hold this deposit for purposes of clean-up and damage repair. This deposit applies to maintenance, clean-up, scoreboards and any other damage that may occur to the facilities. If the facility is left in unsatisfactory condition after use, all or part of the \$500.00 deposit will be used to cover necessary expenses. The Town will submit an invoice to the applicant upon completing the clean-up and/or damage repair. If the facilities are left in satisfactory condition, as determined by the Town, the entire deposit will be returned. Town Staff will inspect the facilities at 8:00 a.m. the Monday following the permit application.

Deposit checks are required with the permit applications. No exceptions. If the deposit checks are not turned in with the permit applications and rental fees, the permit will not be issued.

A \$500.00 deposit is required for any alcohol permit. The deposit will be forfeited if any alcohol related citations are issued on park grounds during the time the permit is in effect.

Miscellaneous.

Groups agree to make no change or alterations to the premises without the written consent of the Town. The Town will assume no responsibility for loss or damage to personal property belonging to any person from the group.

Groups agree to defend, hold harmless, and indemnify the Town and any of its employees, officials or agents against claims for loss, damage, or injuries sustained by persons or damage to property arising out of, or connected to the group's use of the premises.

Groups agree to use the premises in accordance with all applicable ordinances, laws and orders, as well as any Town policy, rule or regulation. The Town reserves the right to immediately terminate a group's use of the field if the group fails to comply with this provision.

The relationship between the group and the Town is solely that of a licensee/licensor. Groups may not assign their licensee's interest in the premises to any other group.

Groups agree to forfeit the fee upon cancellation, unless the group makes contact with the Town at a minimum of thirty (30) days before the scheduled event. In cases of inclement weather, cancellation is acceptable three hours before the event. The fee may be waived in the event the cancellation is either an act of God or caused by actions of the Town.

Groups agree to arrange for solid waste/trash disposal generated by participants and spectators.

Park restrooms shall be returned by the group to the same condition they were in prior to the groups use.

Adopted by the Town Board on September 19, 2005.



**Town Board Meeting
November 20, 2017**

Agenda Number: 8 – 9- 10

Subject: Added Agenda Items
Open Time
Receipt of Agenda Materials & Supplements
Adjournment

Action / Motion for Consideration:

Added Agenda Items
Open Time
Receive All Agenda Materials & Supplements for Tonight's Meeting
Adjourn Meeting