



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 FEBRUARY 5, 2018

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 January 17, 2018 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Board of Audit** – Call Board of Audit Meeting for Friday, February 23, 2018 @ 11:55 a.m., at the Township Administrative Offices, 1281 Hammond Road.
 - B. **Cambridge Downs** – Call Public Hearing for Monday, March 5, 2018 Beginning @ 7:10 p.m., to Hear a Request for a Major Subdivision & a Conditional Use Permit for a Planned United Development Between Peterson Road & Centerville Road.
 - C. **Cable Franchise Extension Agreement** – Approve Extension of Expiration Date of the Current Franchise Agreement from July 1, 2018 to November 1, 2018 & Authorize Execution by the Town Board Chair.
 - D. **White Bear Lake Conservation District** – Based on Finance Officer Review & Recommendation Receive & Accept the 2017 Financial Report of the White Bear Lake Conservation District.
 - E. **Reschedule March Executive Meeting** – Reschedule March 23, 2018 Executive Meeting to March 16, 2018 @ 12:00 Noon.
 - F. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve XcelEnergy Permit to Upgrade the Electrical Service for the New Three Phase Warning Sirens at 5130 Dillon Street.
6. **Old Business:** None.



recycled paper

**Agenda
Town Board Meeting
February 5, 2018**

7. New Business:

Public Works Director Items:

- A. **2018 Sealcoat Project:**
 - 1. Approve Plans & Specifications.
 - 2. Authorize Advertisement for Bids.
- B. **Well #5 Condenser Replacement:**
 - 1. Receive Quotes.
 - 2. Approve Purchase.
- C. **Well #1 Rehabilitation:**
 - 1. Approve Plans & Specifications.
 - 2. Authorize Advertisement for Bids.
- D. **Tire Changer & Wheel Balancer** – Approve Purchase.
- E. **Northeast Youth & Family Services** - Jerry Hromatka Presentation.

8. **Added Agenda Items.**

9. **Open Time.**

10. **Receipt of Agenda Materials & Supplements.**

11. **Adjournment.**



**Town Board Meeting
February 5, 2018**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of February 5, 2018 Agenda

Approval of Payment of Bills

Approval of Minutes of January 17, 2018 Town Board Meeting

Documentation: February 5, 2018 Agenda
January 17, 2018 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	February 5, 2018 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	January 17, 2018 Town Board Minutes

**MINUTES
REGULAR & ORGANIZATIONAL TOWN BOARD MEETING
JANUARY 17, 2018**

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

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved approval of the agenda with the following amendment: Delete New Business Item 7B) Jerry Hromatka, NYFS; Add New Business Item 9A) Approve T-Mobile First Amendment to Communication Site Lease Agreement. Prudhon seconded. Ayes all.

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

APPROVAL OF MINUTES OF JANUARY 3, 2018 (Additions/Deletions): Ruzek moved approval of the Minutes of January 3, 2018. Prudhon seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Bank Depository Designation – Based on Staff Review & Recommendation Designate Institutions Outlined in the Staff Memo & Adopt Resolution Designating Persons to Handle Township Bank Accounts; 5B) Adopt Resolution Not Recognizing Columbus Day as a Holiday; 5C) Adopt Resolution Recognizing the Friday After Thanksgiving as a Holiday; 5D) Adopt Resolution to Participate in the I-35E Corridor Management Team for 2018. Prudhon seconded. Ayes all.

BOARD OF APPEALS & ADJUSTMENTS – HEARING REQUEST: The Clerk reported that the Town Board last reviewed the topic on January 3, 2018. At that time the Town Board received an application for appeals and adjustments from Nathan Haase and referred to the Town Attorney for report. The Town Attorney reported that the appeal involves a building permit that was issued on August 14, 2014. He stated that any appeal of that permit is untimely in that a person aggrieved by that permit would have to file an appeal within 180 days of the issuance. Therefore there is no statutory standing under the Ordinance to challenge that permit and therefore there is nothing for the Board of Appeals to consider. He stated that this is a building permit issue and not a zoning permit issue because it involves the issuance of a building permit. The court has distinguished between building permit applications and zoning issues; they are not the same thing. Kermes asked if the recommendation is to take no action on the matter. The Town Attorney stated that was correct.

Nathan Haase, 4133 Oakmede stated that he had no comment, only one question. He asked if the building permit could be appealed if it involved some zoning violations. The Town Attorney stated that the answer is “no” because the action taken by the Town was issuance of a building permit and the time for appeal is long past, even if there was a right to appeal to begin with. Nathan Haase stated that he examined Mike Johnson’s permit records and noticed that the permit was never closed. He asked if that would make the permit void. The Town Attorney no. The permit was issued, Mr. Wax did the work allowed by the permit and the ability to challenge the permit has long passed. There is no ability by anyone to challenge that permit at this time. Nathan Haase asked about the impervious area violation. The Town Attorney re-stated that the discussion is dealing with a building permit. Nathan Haase stated that excluding the permit, his interpretation of the structure is that the impervious area of the structure is that it is too large and also that the accessory structure is too high. He stated that the definition of an accessory structure is that it is subordinate to a garage. This accessory structure is a garage with a second story. Only one garage is allowed. This is a second garage. It has no driveway but it is a

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

garage. He stated that the permit was requested for a second garage. He stated that the structure creates a public nuisance in that it harms the wetland. He stated in the zoning ordinance and the building ordinance only one garage is allowed. The Town Attorney reiterated that the matter deals with the building permit issued on August 14, 2014. While building permits may tangentially involve zoning questions, such as the ones raised, the fact is that the court has already ruled that those are tangential to the permit. It is the permit that governs, and that is the building permit, and the time to challenge the results of that permit that was issued has long passed. It has to be dealt with from a building permit standpoint. It is not a zoning issue; it is a building permit issue. Nathan Haase asked if the Board, from a zoning standpoint, is adamant that there is no review of the structure that is inconsistent with the zoning ordinance at this time, because it was permitted. He stated that, conceivably, someone could get a permit and commence construction within 180 days after the appeal period has begun. He stated that the construction has been ongoing for so long in this particular area. It is resolved either here or in court. The Town Attorney stated that the work has already been completed. Nathan Haase stated that he has over 100 hours in this and he has a budget for what he is about to undertake. He stated that \$20,000 should go a long way in getting this resolved. He stated that he wants the Board to know that he thinks that the structure was built outside of what was allowed by the ordinance. It was overreach. He stated that with all that he sees over at that property it tells him that there is antipathy towards the wetland and the character of the neighborhood and keeping it the way it was meant to be. He stated that he is willing to fight. He stated that he has asked for irrefutable evidence and interpretation of the ordinance and has received nothing that is irrefutable. He stated that the language in the ordinance is in his favor. Kermes stated that discussions have gone as far as they can go with this issue. He stated that the Attorney has provided very definite comments. There are several areas being talked about. During the duration of the process the Township did follow procedures for an application for a building permit which was submitted and reviewed and the site was also reviewed. The Township has a Building Inspector who has the responsibility to do that and he did his job so the procedural issues were complied with and construction of the building satisfied Township ordinance. As far as a specific legal standing issue, the Township has made it clear that the standing does no longer exist to object to that building. He stated that Mr. Hasses' questions regarding wetland protection have been addressed. That project is in compliance with Township ordinance regarding wetland and wetland protection. He noted to Mr. Hasse that his interpretation of the ordinances are his interpretations. There are legal interpretation of the ordinances. The Town has implemented and followed these ordinances. He informed Mr. Hasse that the Board has received all the information that is available to receive. He stated that if Mr. Haase wants to take further action he may submit those actions from the proper standing. Mr. Haase asked if there is a proper standing that the Town is willing to hear. Kermes stated that is asking the Town to judge itself and that is not an appropriate approach to take. He stated that with the permitting timeframe there was a time limit for appealing a permit. Once the building is submitted and approved there is 180 days for anyone to challenge the permit but the time has passed. It is not justifiable to come back 2, 3 or 4 years later to object once the project has been approved and completed. He stated there are no other complaints that the Town is aware of and the building was there when Mr. Haase moved onto his property. He informed Mr. Hasse that if there is further action that he needs to take, he needs to determine what that action is and bring it back to the board. He stated that the Town is satisfied that all the appropriate procedures have been followed and complied with. Prudhon asked Mr. Haase

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

if he has considered putting up a 6 foot high privacy fence. Mr. Haase stated that there is a fence there and helps partway with problem. But the problem one of principle. He stated that the long term effect of the application of the zoning ordinance in the way that it is done is detrimental to the wetlands and the Township and property values. Having people parking cars in backyards is absurd. Kermes stated that if there are things that need to be changed the Township will look at it but in this particular issue it is up to Mr. Haase to determine what his next steps are. Mr. Haase stated what he is hearing is that the Township does not want to take any further action on his complaints about an ordinance violation concerning the garage at all and there are no further steps he can take. The Town Attorney stated that is correct because the time for challenging a permit is long past. Mr. Haase stated that he wants to resolve all reasonable avenues before he takes the matter to court. The Town Attorney stated that is for Mr. Haase to decide. Mr. Haase asked if there is anything in the long list of documents that he submitted that the Town is willing to hear regarding zoning enforcement. The Town Attorney reiterated that there is not because the matter being dealt with is a building permit. It is not a zoning issue. The court is very clear that zoning issues can be tangentially involved in issues of building permits but are not part of the building permit process.

CARTER JOHNSON, WHITE BEAR PRESS: Carter Johnson introduced himself as owner, along with his wife, of Press Publications which publishes community newspapers. He thanked the Board for choosing the White Bear Press as the Town's legal newspaper. He explained how they have taken on the new format from the old garage sheet newspaper. They are upping their page count and are slightly up in circulation. He reminded the Board that all Township residents receive the newspaper for free. They also have information available to readers on where to go for help, where to vote, etc. in their resident guide. In response to a question regarding all residents receiving the newspaper, Mr. Carter stated there may be times when a newspaper is not received. In that case there are newspapers available at various locations. He stated that twice each year they ask for a minimal subscription which provides full digital access to their paper. Without a subscription there are five previews on their digital site allowed each month, but with a subscription there is full digital access. The number to call for questions or delivery is 651-407-1200 or an email can be sent. Staff will check to see if the number is on the Town's website.

4TH QUARTER CONSTRUCTION REPORT: The Building Official reviewed the 4th quarter construction activity report. He reported that there were a total of 22 housing permits issued for a valuation of \$5,143,000. There were no housing permits issued in 4th quarter. Year-to-date 2016 housing permits issued were 14 for a valuation of \$3,871,456. Miscellaneous residential permits issued for 4th quarter 2017 were 15 for a valuation of \$180,023, with 539 year-to-date permits issued for a valuation of \$6,882,922. Year-to-date 2016 miscellaneous residential permits issued were 529 for a valuation of \$5,915,336. Commercial permits issued 4th quarter 2017 was one for a valuation of \$10,000, with 18 year-to-date permits issued for a valuation of \$4,370,300. Year-to-date 2016 commercial permits issued were 14 for a valuation of \$4,148,455. Total permits issued in 2017 were 583 for a valuation of \$16,396,222. Total permits issued in 2016 were 562 for a valuation of \$13,935,247. Permits issued in 2017 were 1,401; with 1,398 permits issued in 2016. Fourth quarter permits issued by type included: 30%

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

building permits; 21% electrical permits; 18% mechanical; 12% plumbing; 6% utilities; and 3% zoning.

SANITARY SEWER LINE TELEVISIONING – APPROVE QUOTE: The Public Works Director reported that as part of the infrastructure management program the Town televises the sanitary sewer mainlines to determine the pipe's structural condition and to evaluate for infiltration leaks (water flowing into the pipe from joints, cracks, and service line connections) to assist in addressing the infiltration/inflow exceedance identified by the Metropolitan Council Environmental Services. This process provides information on the cleanliness of the pipe to assist in determining adjustments to the cleaning frequency of the system. The Township has approximately 58 miles of sanitary sewer mainline of which 11 miles is vitreous clay pipe (VCP) that was installed in the 1960's and early 1970's. The remaining sanitary sewer mainline pipe is reinforced concrete pipe (RCP), high density poly ethylene (HDPE), poly vinyl chloride (PVC), and some ductile iron used in sanitary sewer forcemain applications. The Town is continuing its televising program to identify potential inflow/infiltration remediation work. This work will be applied to the 2018 work plan to meet the requirements of the MCES surcharge program. The sanitary sewer lines to be televised include Cottage Avenue, Prospect Avenue, Lakeview Avenue, and the easement line running east along the northerly portions of these streets to lift station #3. The Town has received two quotes for televising the sanitary sewer mainline pipe. Quotes were received from Visu-Sewer for \$6,028.80 and Hydro Klean for \$8,321.20. Public Works and Town Engineer are recommending that the work be awarded to Visu-Sewer for their low quote, noting that Visu-Sewer has previously televised and lined the County Road H-2 easement sanitary sewer mainline and the Town was satisfied with their work. Funding for the televising would be provided from the Sewer Operating Fund.

Prudhon moved, based on Public Works review and recommendation to approve the quote from Visu-Sewer for televising and in the amount of \$6,028.80 with funding from the Sewer Operating Fund and authorize execution by the Town Board Chair. Ruzek seconded. Ayes all.

INDEPENDENT CONTRACTOR AGREEMENT – TOWNSHIP DAY – APPROVE AGREEMENT FOR 2018: The Planner reported that a contract has been received from Deb Stender for coordinating the 2018 Township Day event and for Movies in the Park (second Saturday of the month for four summer months: May 12; June 9, July 14, and August 11). The contract term is from January to October 2018; fees increased by \$500 (\$5,000 to \$5,500) with payments of \$550/per month plus \$250.00 for each of the Movies in the Park. Other contract wording remains the same as the current contract. The Park Board reviewed the contract in December and recommend approval. The Town Attorney reported that he reviewed the contact. As an observation, under Section 4, the Park Board recommends movie selections but the final selection shall be made by Stender. This gives Stender the authority to select what movies are shown. Therefore, in the event of any controversy about what movie is selected by Stender.

Ruzek moved, based on Park Board and Staff review and recommendation to approve the Independent Contractor Agreement – Township Day between Deb Stender and White Bear Township for the period of January 2018 through October 2018 subject to the changes

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

recommended by the Township Attorney in the amount of \$5,500, plus \$250.00 per Movie in the Park with funding from the Township Day Fund. Prudhon seconded. Ayes all.

LABOR AGREEMENT BETWEEN WHITE BEAR TOWNSHIP & INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 49 – APPROVE:

The Clerk reported that the Town's Labor Agreement with IUOE Local 49, which covers the Town's Public Works employees, expired on December 31, 2017. Negotiations on a new Labor Agreement began in November and were finalized on Monday, December 18, 2017. Those involved in the negotiations include Local 49 Business Representative, Cory Bergerson; Shop Steward, Karl Stuemke; Finance Officer, Tom Kelly; Public Works Director, Dale Reed; Town Board Chair, Bob Kermes; and the Town Clerk. The duration of the new Agreement was negotiated to be three years and a new provision regarding a three day paid bereavement leave in the event of a death, was added. All other provisions of the Labor Agreement are identical to those in the 2017 Agreement. Negotiated wage changes increases all wages, premiums and allowances as follows:

January 1, 2018	2%	July 1, 2018	1 ½%
January 1, 2019	2%	July 1, 2019	1 ½%
January 1, 2020	2%	July 1, 2020	1 ½%

The negotiated wages are in the average range of communities similar in size to the Township.

Ruzek moved, based on labor negotiations and staff review and recommendation to approve the Labor Agreement between White Bear Township and International Union of Operating Engineers, Local 49, effective January 1, 2018 through December 31, 2020 and to authorize execution by the Town Board Chair and Town Clerk. Prudhon seconded. Ayes all.

2018 NON-UNION COST OF LIVING ADJUSTMENT – APPROVE: The wage negotiation results with IUOE Local 49, which covers the Town's Public Works employees, is also used for the Town's non-union employees cost of living adjustment. The negotiated wage change is not for a three year term as it is with for the union members. The wage change of 2% on January 1, 2018 and 1 1/2 % on July 1, 2018 is effective only for 2018. The wage adjustment has been included in the 2018 budget. It affects the Town's eight non-union employees.

Prudhon moved, based on Staff review and recommendation to approve the 2018 non-union cost of living adjustment. Ruzek seconded. Ayes all.

EXECUTIVE MEETING – CONSIDER RESCHEDULING JANUARY EXECUTIVE MEETING & POSSIBLY CALL SPECIAL TOWN BOARD MEETING TO ATTEND DNR HEARING:

The Executive Meeting regularly scheduled for Friday, January 26th is in conflict with a DNR hearing. It was the consensus to reschedule the Executive Meeting to Wednesday, January 24th at 12:00 noon at the Administrative Office conference room. A poll of Board members indicated that the members are interested in attending the DNR hearing on January 26th. A Special Town Board Meeting will be called for January 26, 2018 at 1:30 p.m.

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

Ruzek moved to reschedule the January 26, 2018 Executive Meeting to Wednesday, January 24, 2018 at 12:00 p.m. at the Town's Administrative Conference Room. Prudhon seconded. Ayes all.

Ruzek moved to call a Special Town Board Meeting for Friday, January 26, 2018 at 1:30 p.m. for DNR meeting. Prudhon seconded. Ayes all.

ORGANIZATIONAL MEETING: TOWN BOARD APPOINTMENTS; A) CHAIR / VICE CHAIR; B) CLERK-TREASURER; C) FINANCE OFFICER / DEPUTY TREASURER: Chair: Prudhon moved to appoint Bob Kermes as Town Board Chair for the coming year. Ruzek seconded. Ayes all.

Town Board Vice-Chair: Kermes moved to appoint Ed Prudhon as Town Board Vice Chair for the coming year. Ruzek seconded. Ayes all.

Clerk-Treasurer: Kermes moved to appoint Bill Short as the Town's Clerk-Treasurer for the coming year. Prudhon seconded. Ayes all.

Finance Officer / Deputy Treasurer: Prudhon moved to appoint Tom Kelly as the Town's Finance Officer / Deputy Treasurer for the coming year. Ruzek seconded. Ayes all.

TOWNSHIP OFFICIALS: A) BUILDING OFFICIAL / CODE ENFORCEMENT OFFICER / COMPLIANCE OFFICER; B) HEARING OFFICER; C) ECONOMIC DEVELOPMENT COORDINATOR; D) PUBLIC WORKS DIRECTOR; E) TOWN PLANNER; F) FIRE MARSHALL / FIRE CHIEF; G) ASSISTANT WEED & TREE INSPECTORS: Township Officials: **Building Official / Code Enforcement Officer / Compliance Officer:** Prudhon moved to appoint Mike Johnson as Building Official / Code Enforcement Officer / Compliance Officer for the coming year. Ruzek seconded. Ayes all.

Hearing Officer: Ruzek moved to appoint Honorable Harry Crump as Hearing Officer for Administrative Fines for the coming year. Prudhon seconded. Ayes all.

Economic Development Coordinator: Kermes moved to appoint Bill Short as Economic Development Coordinator for the coming year. Ruzek seconded. Ayes all.

Public Works Director: Prudhon moved to appoint Dale Reed as Public Works Director for the coming year. Ruzek seconded. Ayes all.

Planner: Ruzek moved to appoint Tom Riedesel as Town Planner for the coming year. Prudhon seconded. Ayes all.

Fire Marshall / Fire Chief: Prudhon moved to appoint Greg Peterson (White Bear Lake Fire Department) as Fire Marshall / Fire Chief for the coming year. Ruzek seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

Assistant Weed & Tree Inspectors: Ruzek moved to appoint Tom Riedesel and Pete Tholen as Assistant Weed & Tree Inspectors for the coming year. Prudhon seconded. Ayes all.

ADVISORY COMMISSION LIAISONS: Prudhon moved to appoint Steve Ruzek as Park Board liaison for the coming year. Kermes seconded. Ayes all.

Prudhon moved to appoint Steve Ruzek as Planning Commission liaison for the coming year. Kermes seconded. Ayes all.

Ruzek moved to appoint Bob Kermes as Utility Commission liaison for the coming year. Prudhon seconded. Ayes all.

Kermes moved to appoint Ed Prudhon as Public Safety Commission liaison for the coming year. Ruzek seconded. Ayes all.

Prudhon moved to appoint Bob Kermes as Economic Development Advisory Board liaison for the coming year. Ruzek seconded. Ayes all.

REPRESENTATIVES TO ORGANIZATIONS: Prudhon moved to appoint Bob Kermes as the Town's primary representative and Steve Ruzek as alternate representative to the Ramsey County League of Local Governments for the coming year. Ruzek seconded. Ayes all.

Prudhon moved to appoint Steve Ruzek as the Town's primary representative and Bob Kermes as alternate representative to the Minnesota Association of Townships for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Ed Prudhon as the Town's primary representative and Bob Kermes as alternate to the Vadnais Lakes Area Water Management Organization Board of Directors. Kermes seconded. Ayes all.

Prudhon moved to appoint Paul Duxbury as the Town's primary representative and Tom Riedesel as staff alternate to the Vadnais Lakes Area Water Management Organization Technical Committee for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Ron Denn as the Town's primary representative and Luke Michaud as alternate representative to the Ramsey/Washington County Cable Commission for the coming year. Prudhon seconded. Ayes all.

Prudhon moved to appoint Bob Kermes as the Town's primary representative and Bill Short as alternate representative to the White Bear Area Chamber of Commerce for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Bob Kermes as the Town's primary representative and Tom Riedesel as staff alternate to the Rush Line Corridor for the coming year. Prudhon seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

The Clerk noted that Diane Longville and Bryan DeSmet are the Town's representatives to the White Bear Lake Conservation District Board of Directors. They are elected for three year terms. Their terms expire in 2020.

PROFESSIONAL SERVICE APPOINTMENTS: A) TOWN ATTORNEY; B) TOWN ENGINEER; C TOWN AUDITOR; D) FINANCIAL & BONDING ADVISORS; E) ENVIRONMENTAL CONSULTANTS; F) ANIMAL CONTROL OFFICER; G) ELECTRICAL INSPECTOR; H) RECORDING SECRETARY; I) CABLE TECHNICIAN; J) TOWN ARBORIST; K) TOWN VETERINARIANS: Prudhon moved to appoint Chad D. Lemmons, Attorney, Patrick J. Kelly, Assistant Attorney, Kelly & Lemmons, P.A. as Town Attorneys for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Jim Studenski, TKDA & Associates, as the Town Engineer for the coming year. Prudhon seconded. Ayes all.

Kermes moved to appoint Caroline Bell Beckman, Kari Quinn (assistant), Erickson, Bell, Beckman & Quinn P.A. as Town Prosecutor for the coming year. Prudhon seconded. Ayes all.

Prudhon moved to appoint Chris Knopik, Clifton Larsen Allen LLP, as Town Auditor for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Terri Heaton, Springsted, Inc. as Financial & Bonding Advisors for the coming year. Prudhon seconded. Ayes all.

Prudhon moved to appoint Short, Elliot, Hendrickson as Environmental Consultants / Scientists / Traffic / Transportation Consultants for the coming year. Ruzek seconded. Ayes all.

Prudhon moved to appoint Animal Control Officer Mario Lee, Ramsey County Sheriff's Office, as Animal Control Officer. Ruzek seconded. Ayes all.

Ruzek moved to appoint Jim Manteufel, Summit Inspections as Electrical Inspector for the coming year. Prudhon seconded. Ayes all.

Prudhon moved to appoint Joan Clemens as Recording Secretary for the coming year. Ruzek seconded. Ayes all.

Prudhon moved to appoint Andrew Hartsock as Cable Technician for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Dr. Amy Kruchowski & Dr. Shelly Langlie, Lake Animal Hospital as Town Veterinarians. Prudhon seconded. Ayes all.

ROBERTS RULES OF ORDER – ADOPT AS RULES OF CONDUCT FOR MEETINGS: Ruzek moved to adopt Roberts Rules of Order as the official Rules of Conduct for the Town Board Meetings and appoint the Town Attorney as Parliamentarian for the Town Board Meetings. Prudhon seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

OFFICIAL POSTING PLACES – DESIGNATE OFFICIAL POSTING PLACES: Ruzek moved to designate the following places as the Township's official posting places: Township Administrative Offices, 1281 Hammond Road; Heritage Hall, 4200 Otter Lake Road; Bellaire Park, 2560 County Road F; Glider Park, 2626 Suzanne Circle; Well No. 6, 2525 Buffalo Street. Prudhon seconded. Ayes all.

OFFICIAL NEWSPAPER – DESIGNATE OFFICIAL NEWSPAPER: Prudhon moved to designate the White Bear Press as the Official Newspaper for the Township for 2018. Ruzek seconded. Ayes all.

ESTABLISH MEETING DATES – TOWN BOARD / RATIFY EDA MEETING DATES: Ruzek moved to set the first Monday of each month as the Regular Town Board Meeting date, and to set the third Monday as the Special Town Board Meeting date (unless otherwise designated by the Town Board), with meetings to be held at Heritage Hall, 4200 Otter Lake Road, starting at 7:00 p.m. Prudhon seconded. Ayes all.

Ruzek moved to set the fourth Friday of each month as the date for the Town Board Executive Meeting (unless otherwise designated by the Town Board) with meetings to be held at the Township Administrative Conference Room, 1281 Hammond Road, White Bear Township, starting at 12:00 p.m. Prudhon seconded. Ayes all.

Ruzek moved to ratify the EDA action to set the third Monday of each month as the regular meeting date for the Economic Development Authority Meetings (unless otherwise designated by the Town Board) to be held at Heritage Hall, 4200 Otter Lake Road, beginning at 6:40 p.m.. Prudhon seconded. Ayes all.

ADVISORY BOARDS / COMMISSION MEMBERS / SERVICE PROVIDERS – RECOGNIZE SERVICE: Kermes recognized and thanked the individual Economic Development Advisory Board members as follows: Scott McCune, Paul Keleher, Beth Artner, Robert Scherman, Thomas Horak, Dave Zinschlag. Ruzek seconded. Ayes all.

Ruzek recognized and thanked the individual Park Board members as follows: Charles Archer (who resigned at the end of 2017), Erik Peterson (who resigned at the end of 2017), Scott Lombardi, Patricia Lee, Steve Swisher, Salena Koster, Steve Reeves. Prudhon seconded. Ayes all.

Ruzek recognized and thanked the individual Planning Commission Members as follows: Ronald Ulbrich (who resigned in 2017), Ronald Denn, Beth Artner, Zachary Flann, David Kotilinek, Bill Patrick, Mark Griffin (who will be moving to another commission in 2018). Prudhon seconded. Ayes all.

Prudhon recognized and thanked the individual members of the Public Safety Commission as follows: Stephen Lee, James Linn, Patrice Pozzini-Stedman, Sandra LeBlanc, Richard Brueckner, Janice Timmers, Connie Anderson. Ruzek seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
JANUARY 17, 2018

Kermes recognized and thanked the individual members of the Utility Commission as follows: Paul Groschen, Nancy Pehrson, Trent Bernstein, Dennis DeLoach, Scott McCune, Sylvia Hesse. Prudhon seconded. Ayes all.,

Kermes recognized and thanked the following Township Public Service providers: Ramsey County Sheriff's Office; White Bear Lake Fire Department. Ruzek seconded. Ayes all.

T-MOBILE FIRST AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT –

APPROVE: The Clerk reported that when the Township decided to proceed with painting the water tower at Benson Airport the Town had contracts with two cell carriers that needed to remove their antenna and transmitting equipment while the tower was painted, and then replace their equipment when it was done. The agreement that the Town had with T-Mobile was that they would pay for the removal of the equipment and the Town would pay for reinstallation of the equipment. In order to pay for that replacement the cost was \$30,000. Rather than pay the reinstallation cost in cash the Town negotiated with T-Mobile a reduction in the rent that they pay the Town for use of the water tower as a transmitting site. The amendment to the Agreement states that there will be a reduction in rent of \$30,000 by providing 120 months of rent abatement at \$250.00 per month. T-Mobile was willing to add another provision regarding tower maintenance which states that upon request of the Town, T-Mobile agrees to relocate its equipment on a temporary basis to another location for the purposes of the Town performing maintenance repair or similar work on the property or on the tower provided that the Town gives T-Mobile at least 180 days written notice prior to requiring T-Mobile to relocate. Upon completion of the maintenance, repair or similar work by the Town, T-Mobile shall, upon notice by the Town, return to its original location from the temporary location. The Town Attorney stated that he has reviewed the amendments and that they are satisfactory.

Ruzek moved, based on Town Attorney and Staff review and recommendation to approve the First Amendment to Communication Site Lease Agreement with T-Mobile Relating to the 5860 Highway 61 Antenna Site and authorize execution by the Town Board Chair. Prudhon seconded. Ayes all.

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

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

Ruzek moved to adjourn the meeting at 8:21 p.m. Prudhon seconded. Ayes all.

Respectfully Submitted,

William F. Short
Clerk-Treasurer

Approved as Official Meeting Minutes



**Town Board Meeting
January 17, 2018**

Agenda Number: 5A – Consent Agenda

Subject: Board of Audit – Call Board of Audit Meeting for Friday, February 23, 2018 @ 11:55 a.m., at the Township Administrative Offices, 1281 Hammond Road

Documentation: Public Notice

Action / Motion for Consideration:

Call Board of Audit Meeting for Friday, February 23, 2018 @ 11:55 a.m.,
at the Township Administrative Offices, 1281 Hammond Road

**Minutes
Town Board Meeting
January 23, 2017**

CONSENT AGENDA: Prudhon moved to approve the Consent Agenda as follows: 5A) Call Board of Audit meeting for Friday, February 24, 2017 at 11:55 a.m. at the Township Administrative Offices, 1281 Hammond Road; Kermes seconded. Ayes all.



Public Notice

Board of Audit Meeting

Friday, February 23, 2017

at 11:55 a.m.

at the

**Township Administrative Offices
1281 Hammond Road
White Bear Township, MN 55110**



**Town Board Meeting
February 5, 2018**

Agenda Number: **5B – Consent Agenda**

Subject: **Cambridge Downs – Call Public Hearing for Monday, March 5, 2018 Beginning @ 7:10 p.m., to Hear a Request for a Major Subdivision & a Conditional Use Permit for a Planned United Development Between Peterson Road & Centerville Road**

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, March 5, 2018 Beginning @ 7:10 p.m., to Hear a Request for a Major Subdivision & a Conditional Use Permit for a Planned United Development Between Peterson Road & Centerville Road



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, March 5, 2018, beginning at 7:10 p.m., to consider the following requests:

Major Subdivision
Conditional Use Permit for a Planned Unit Development

pertaining to the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

All that part of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 30, Range 22, Ramsey County, Minnesota, lying west of the center line of Peterson Road, except the following described property: Beginning at a point on the west line of the SE $\frac{1}{4}$ of said Section 4, distant 220 feet south of the NW corner of S $\frac{1}{2}$ of the S $\frac{1}{2}$ of said SE $\frac{1}{4}$: thence east along a line drawn parallel with the north line of said S $\frac{1}{2}$, S $\frac{1}{2}$, SE $\frac{1}{4}$, a distance of 1155.59 feet; thence northeasterly a distance of 221.05 feet to point on the north line of said S $\frac{1}{2}$, S $\frac{1}{2}$, SE $\frac{1}{4}$, which point is located 1182.02 feet east of the NW corner of said S $\frac{1}{2}$, S $\frac{1}{2}$, SE $\frac{1}{4}$; thence west along said north line a distance of 1182.02 feet to the NW corner of said S $\frac{1}{2}$, S $\frac{1}{2}$, SE $\frac{1}{4}$; thence south along the west line of said S $\frac{1}{2}$, S $\frac{1}{2}$, SE $\frac{1}{4}$ a distance of 220 feet to the point of beginning,

together with:

All that part of the N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 30, Range 22, Ramsey County, MN., lying west of the centerline of Peterson Road; excepting therefrom that part of thereof conveyed to Ramsey County by Quit Claim Deed filed November 8, 1912, as Document Number 431002, described as follows: A strip of land on the north side of Section 9, 16.5 feet wide on either side of Old Centerville Road; thence south along the centerline of said road a distance of 660 feet to the land of Oliver LeMay.

(Vacant property between Peterson Road & Centerville Road)

and to pass upon objections and recommendations, if any, and to conduct any and all business incident thereto.

Given under my hand this 5th day of February, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
February 5, 2018**

Agenda Number: 5C – Consent Agenda

Subject: **Cable Franchise Extension Agreement** – Approve Extension of Expiration Date of the Current Franchise Agreement from July 1, 2018 to November 1, 2018 & Authorize Execution by the Town Board Chair

Documentation: Tim Finnerty Memorandum / Franchise Extension Agreement

Action / Motion for Consideration:

Based on Staff Review & Recommendation Approve Extension of Expiration Date of the Current Franchise Agreement from July 1, 2018 to November 1, 2018 & Authorize Execution by the Town Board Chair

MEMORANDUM

TO: Bill Short, Clerk/Treasurer

FROM: Tim Finnerty, Cable Commission Executive Director

DATE: January 18, 2018

SUBJECT: Recommendation to approve Franchise Extension Agreement

Attached please find a proposed Agreement for the extension of the Franchise with Comcast. The Cable Commission is recommending that the Town Board approve the Extension Agreement. The Agreement will extend the expiration date of the current Franchise from July 1, 2018 to November 1, 2018. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise.

Background

As you know, the Cable Commission has been working on the matter of franchise renewal with Comcast (the existing franchise agreement is set to expire July 1, 2018). The Commission began direct negotiations with Comcast in September 2017, and prior to that, developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member cities. The needs assessment report is available at:

https://drive.google.com/file/d/0B1qh_NnmAEg2SHZtc0tKSnBNVIU/view

Renewal issues can be resolved through "informal" processes (negotiation), or through a "formal" hearing process. Based on the time required to complete the formal process, the Commission adopted two schedules. In both, the parties would start with negotiations, but move the formal process forward so that it would be completed by roughly the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is, and effectively required the parties to reach negotiated deal points by January. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations. Both were presented to Comcast in the fall.

Recommendation to Approve Extension

The Cable Commission submitted proposed deal points for negotiation to Comcast in October, 2017, and Comcast was to respond in December. It has not yet responded, and the Commission and Comcast agreed that extending the franchise would allow Comcast to respond and negotiations to proceed informally.

The Cable Commission therefore is recommending that the Township approve the extension per the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations for the next couple of months without being put at a disadvantage. The extension preserves your right to use the I-NET, and preserves existing support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.

Please feel free to contact me after you have had a chance to review this if you wish to discuss it or have any questions. Thank you!

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on July 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties wish to extend certain time period provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including November 1, 2018.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to July 1, 2018 is changed to November 1, 2018.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

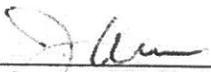
Section 4. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

CITY OF MAHTOMEDI

By:


John D. Keller

By: _____

Title: Regional Vice President

Title: _____

Date:

11/10/18

Date: _____

CITY OF BIRCHWOOD VILLAGE

By: _____

Title:

Date:

CITY OF DELLWOOD

By: _____

Title:

Date:

CITY OF GRANT

By: _____

Title:

Date:

CITY OF LAKE ELMO

By: _____

Title:

Date:

WHITE BEAR TOWNSHIP

By: _____

Title:

Date:

CITY OF NORTH ST. PAUL

By: _____

Title:

Date:

CITY OF OAKDALE

By: _____

Title:

Date:

CITY OF VADNAIS HEIGHTS

By: _____

Title:

Date:

CITY OF WHITE BEAR LAKE

By: _____

Title:

Date:

CITY OF WILLERNIE

By: _____

Title:

Date:



**Town Board Meeting
February 5, 2018**

Agenda Number: 5D – Consent Agenda

Subject: White Bear Lake Conservation District – Based on Finance Officer Review & Recommendation Receive & Accept the 2017 Financial Report of the White Bear Lake Conservation District

Documentation: Finance Officer Report w/attachments

Action / Motion for Consideration:

Based on Finance Officer Review & Recommendation Receive & Accept the 2017 Financial Report of the White Bear Lake Conservation District

**Minutes
Town Board Meeting
March 20, 2017**

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Based on Finance Officer Review & Recommendation Receive & Accept the 2016 Financial Report of the White Bear Lake Conservation District; Prudhon seconded. Ayes all.

MEMORANDUM

Date: January 30, 2018
To: Town Board
From: Tom Kelly, Finance Officer
Re: WBLCD 2017 Financial Report.

I have reviewed the White Bear Lake Conservation District's 2017 financial report. Based on the information provided their finances appear to be in order.

The District's actual revenues were more than the budgeted revenues as result of interest earnings and most expenditures being below budget. Expenditures were below budget by \$15,890.97, while revenue exceeded the budget by \$7,620.05, resulting in net income of \$23,511.02.

The District included a summary of changes in fund balance, which increased to \$226,112.81, which, as stated in the past, seems to be a high amount for the District, since total expenditures are only \$79,262.03 would appear the District has more than one year of expenditures saved up. The District is developing a fund balance policy, which should address the fund balance into the future.

I would recommend receiving and accepting the financial information from the District.



White Bear Lake Conservation District, 4701 Highway 61, White Bear Lake, MN 55110
Telephone: (651) 429-8520 Email: wblcd@msn.com Web: www.wblcd.org

January 23, 2018

Bill Short, Town Clerk
White Bear Township Town Hall
1281 Hammond Road
White Bear Township, MN 55110

RE: WBLCD End of Year Financial Reports for 2017

Enclosed are the White Bear Lake Conservation District's End of Year Financial Reports for Fiscal Year 2017.

If you have any questions, please contact the District's Secretary/Treasurer Diane Longville at 651 426 4031.

Sincerely,
WHITE BEAR LAKE CONSERVATION DISTRICT

A handwritten signature in cursive script that reads 'Mary Harrington'.

Mary Harrington
Administrative Secretary

C: Diane Longville
White Bear Lake Conservation District, Financial Files, EOY

Encls: Balance Sheet, Budget vs. Actual, Cumulative Fund Balance Report.

Balance Sheet

As of December 31, 2017

Dec 31, 17

ASSETS

Current Assets

Checking/Savings

1010 · US Bank Checking 173,113.83

1120 · Petty Cash 3.68

1410 · US Bank Savings 2,389.44

1411 · Lake Area Bank Money Market 50,605.86

Total Checking/Savings 226,112.81

Total Current Assets 226,112.81

TOTAL ASSETS 226,112.81

LIABILITIES & EQUITY

Total Equity 226,112.81

TOTAL LIABILITIES & EQUITY 226,112.81

1:38 PM

12/26/17

Cash Basis

White Bear Lake Conservation District Budget vs. Actual December 2017

	Jan - Dec 17	Budget	\$ Over Budget
Income			
4010 · City of Birchwood Village			
4020 · City of Dellwood	1,924.40	1,924.40	0.00
4030 · City of Mahtomedi	4,827.96	4,827.96	0.00
4040 · City of White Bear Lake	15,092.41	15,092.41	0.00
4050 · White Bear Township	34,776.61	34,776.61	0.00
4150 · License Application Fees	19,081.62	19,081.62	0.00
4151 · License Unit Fees	2,000.00	1,400.00	600.00
4200 · Interest Income	24,860.00	18,000.00	6,860.00
4501 · Insurance Refunds	0.05	50.00	-49.95
4700 · Misc Refunds	145.00		
	65.00		
Total Income	102,773.05	95,153.00	7,620.05
Expense			
6010 · Water Patrol Costs	4,551.00	9,355.00	-4,804.00
6020 · Waters Quality Test / Analysis	0.00	3,200.00	-3,200.00
6034 · EWM Treatment / Control	22,188.87	43,000.00	-20,811.13
6036 · EWM Plant Survey	3,100.00	3,000.00	100.00
6050 · General Public Info / Education	664.14	2,500.00	-1,835.86
6060 · Lake Mgmt Misc	792.00	800.00	-8.00
6060a · Swimmers Itch Control Costs	653.00	500.00	153.00
6062 · Lake Level Resolution Committee	0.00	1,000.00	-1,000.00
6110 · Administrative Services	23,944.70	20,400.00	3,544.70
6111 · MN Unempl. Compensation	54.51	100.00	-45.49
6113 · US IRS	3,282.35	1,300.00	1,982.35
6115 · Engineering Fees	0.00	2,700.00	-2,700.00
6120 · Legal Services	10,000.00		
6130 · Insurance Premiums	1,149.00	1,100.00	49.00
6140 · Misc. Professional Services	2,144.12	550.00	1,594.12
6210 · Office Rent	1,200.00	1,200.00	0.00
6320 · Info Systems Software	321.32		
6410 · Office Supplies	146.73	500.00	-353.27
6420 · Stationary Supplies	374.00		
6440 · Copying Costs	306.62	500.00	-193.38
6450 · Postage Costs	584.40	550.00	34.40
6460 · Telephone Costs	804.15	748.00	56.15
6510 · Memberships/Seminars	1,860.00	1,600.00	260.00
6520 · Misc. Operating Expense	305.06	100.00	205.06
6530 · Meeting Cablecast	836.06	450.00	386.06
Total Expense	79,262.03	95,153.00	-15,890.97
Net Income	23,511.02	0.00	23,511.02

RECEIVED

JAN 25 2018

White Bear Lake Conservation District
Cumulative Total Assets Balance Summary 1996 - present

TOWN OF WHITE BEAR

	Year	Budget	Actual
Revenue			
Expenses	1996/Audited	\$57,970.00	\$64,689.00
Net		\$57,970.00	\$40,774.00
Total Assets Begin		\$0.00	\$23,915.00
Total Assets End			\$58,628.00
Revenue			\$82,543.00
Expenses	1997	\$56,598.00	\$60,475.80
Net		\$56,598.00	\$37,205.47
		\$0.00	\$23,270.33
Total Assets Begin			Adjustments -\$648.74
Total Assets End			-\$648.74
Revenue			\$82,543.00
Expenses	1998	\$51,098.00	\$59,606.86
Net		\$51,098.00	\$55,810.11
Total Assets Begin		\$0.00	\$3,796.75
Total Assets End			\$105,164.59
Revenue			\$108,961.34
Expenses	1999	\$57,644.00	\$60,156.98
Less Cash Drawer asset		\$57,644.00	\$70,869.53
Net			-\$32.00
Total Assets Begin		\$0.00	-\$10,680.55
Total Assets End (to date)			\$108,961.34
Plus Revenues Dec.			\$98,280.79
Less Expenses Dec.	2000 Audited	\$60,647.00	\$56,131.60
Net		\$60,647.00	\$50,290.30
Total Assets Begin			\$5,841.30
Total Assets End (to date)			\$98,280.79
Plus Revenues 2001			\$104,122.09
Less Expenses 2001	2001	\$57,810.00	\$65,012.60
Net		\$57,810.00	\$44,880.89
Total Assets Begin			\$20,131.71
CD value			\$104,122.09
Total Assets End		\$40,000.00	\$124,253.80
Plus Revenues 2002			\$124,253.80
Less Expenses 2002 (adjusted eoy)	2002	\$55,834.00	\$60,250.25
Net		\$55,834.00	\$66,842.89
			Plus Special Project expenses pd from savings
Total Assets Begin		\$19,170.00	(\$6,592.64)
CD value			\$124,253.80
Total Assets End		\$41,800.00	\$124,253.80
Plus Revenues 2003			\$117,661.16
Less Expenses 2003	2003	\$55,834.00	\$52,400.12
Net		\$55,834.00	\$51,644.02
			\$756.10

		Plus special project expenses to be pd from savings	\$15,836.64	
CD value			\$43,137.60	
Total Assets Begin				
Total Assets End				\$117,661.16
<hr/>				
Plus Revenues 2004	2004		\$49,648.00	\$49,473.55
Less Expenses 2004			\$71,636.00	\$59,490.18
Net				(\$10,016.63)
		Plus special project expenses to be pd from savings		
CD value			\$43,137.60	
Total Assets Begin				
Total Assets End (to date)				\$118,417.26
<hr/>				
Plus Revenues 2005	2005/AUDITED		\$48,448.00	\$49,779.12
Less Expenses			\$81,157.00	\$71,043.13
Net				(\$21,264.01)
		Plus special project expenses to be pd from savings		
CD value			\$45,434.43	
Total Assets Begin				
Total Assets End (to date)				\$108,400.63
<hr/>				
Plus Revenues 2006	2006		\$48,548.00	\$47,200.07
Less Expenses			\$77,348.00	\$60,159.45
Net				-\$12,959.38
		Plus special project expenses to be pd from savings		
CD value			\$47,535.63	
Total Assets Begin				
Total Assets End (to date)				\$87,136.62
<hr/>				
Plus Revenues 2007	2007		\$49,548.00	\$51,360.08
Less Expenses			\$73,308.00	\$66,170.91
Net				-\$14,810.83
		Plus special project expenses to be pd from savings		
CD value			\$49,912.77	
Total Assets Begin				
Total Assets End 2007				\$76,278.44
				\$61,467.61

2008			
		Budget	Actual
Plus Revenues 2008	2008	\$70,000.00	\$68,960.29
Less Expenses		\$70,000.00	\$47,710.97
Net			\$21,249.32
		Plus special project expenses to be pd from savings	
CD value		\$51,857.42	
Total Assets Begin			\$61,467.61
Total Assets End 2008			\$82,716.93

**White Bear Lake Conservation District
Cumulative Total Assets Balance Summary 1996 - present**

Plus Revenues 2009		2009 Budget	2009 Actual
Less Expenses 2009	2009	\$68,600.00	\$65,056.70
Net		\$68,600.00	\$87,137.79
			(\$22,081.09)
CD value		Plus special project expenses to be pd from savings	
Total Assets Begin		\$53,931.62	
Total Assets End 2009			\$82,716.93
			\$60,635.84
Plus Revenues 2010		2010 Budget	2010 Actual
Less Expenses 2010	2010 / Audited	\$71,399.99	\$129,296.06
Net		\$83,533.00	\$134,574.28
			(\$5,278.22)
MM acct		Plus special project expenses to be pd from savings	
Total Assets Begin		\$50,250.56	
Total Assets End 2010			\$60,635.84
			\$55,357.62
Plus Revenues 2011	2011	2011 budget	2011 actual
Less Expenses 2011		\$85,280.00	\$130,911.83
Net		\$85,280.00	\$97,069.73
			\$33,842.10
MM acct		Plus special project expenses to be pd from savings	
		\$50,364.76	
Total Assets Begin			\$55,357.61
Total Assets End			\$89,199.71
			\$89,199.71
Plus Revenues 2012	2012	2012 budget	2012 actual
Less Expenses 2012		\$79,079.99	\$161,313.41
Net		\$19,080.00	\$154,069.47
			\$7,243.94
MM acct		Plus special project expenses to be pd from savings	
		\$50,454.88	
Total Assets Begin			\$89,199.71
Total Assets End			\$96,443.65
			\$96,443.65
Plus Revenues 2013	2013	2013 budget	2013 actual
Less Expenses 2013		\$88,620.00	\$105,556.04
Net		\$88,620.00	\$83,512.48
			\$22,043.56
		Plus special project income carried over: USGS	
		\$599.60	
		: Lake Level OR EWM from Homeowners	
		\$6,025.00	
		Spent on EWM treatment August paid to Lake Mgm	
		-\$6,025.00	
MM acct		Plus special project expenses to be pd from savings	
Total Assets Begin		\$50,498.93	
Total Assets End			\$96,443.65
			\$118,487.21
Plus Revenues	2014	2014 budget	2014 actual
Less Expenses		\$92,204.00	\$99,658.12
Net		\$92,803.00	\$65,724.57
			\$33,933.55
		Plus special project income carried over: USGS	
		\$599.60	

MM acct			\$50,563.65	
	Total Assets Begin			\$118,487.21
	Total Assets End			\$152,420.76
		2015 Audited	2015 budget	2015 actual
Revenues			\$92,203.69	\$110,043.04
Expenses			\$92,203.69	\$83,833.25
Net				\$26,209.79
MM Act	Plus special project income carried over: USGS		\$599.60	
	Total Assets Begin		\$50,588.96	\$152,420.76
	Total Assets End			\$178,630.55
		2016	2016 budget	2016 actual
Revenues			\$94,153.00	\$98,443.05
Expenses			\$94,153.00	\$74,421.81
net				\$24,021.24
	Plus special project income carried over: USGS		\$599.60	
MM acct			\$50,605.86	
	Total Assets Begin			\$178,630.55
	Total Assets End			\$202,651.79
	JANUARY	2017	2017 budget	2017 actual
Revenues through Jan			\$95,153.00	\$1,550.00
Expenses through Jan			\$95,153.00	\$2,629.48
Net				(\$1,079.48)
MM Account	Plus special project income carried over: USGS		\$599.60	
	Total Assets Begin		\$50,605.86	\$202,651.79
	Total Assets End			\$201,572.31
	FEBRUARY	2017	2017 budget	actual
Plus Revenues Through February			\$95,153.00	\$1,585.01
Less Expenses Feb			\$95,153.00	\$4,812.15
Net				(\$3,227.14)
MM acct	Plus special project income carried over: USGS		\$599.60	
	Total Assets Begin		\$50,605.86	\$202,651.79
	Total Assets End			\$199,424.65
	MARCH	2017	2017 budget	actual
Plus Revenues through Mar.			\$95,153.00	\$1,735.01
Less Expenses Mar.			\$95,153.00	\$7,003.02
Net				(\$5,268.01)
MM acct	Plus special project income carried over: USGS		\$599.60	
	Total Assets Begin		\$50,605.86	\$202,651.79
	Total Assets End			\$197,383.78

		APRIL	2017	2017 budget	actual
Plus Revenues through Apr					
Less Expenses thru Apr				\$95,153.00	\$1,935.01
Net				\$95,153.00	\$9,639.87
MM acct					(\$7,704.86)
			Plus special project income carried over: USGS	\$599.60	
				\$50,605.86	
			Total Assets Begin		\$202,651.79
			Total Assets End		\$194,946.93
		MAY	2017	2017 budget	actual
Plus Revenues through May					
Less Expenses May				\$95,153.00	\$83,468.02
Net				\$95,153.00	\$12,360.57
MM acct					\$71,107.45
			Plus special project income carried over: USGS	\$599.60	
				\$50,605.86	
			Total Assets Begin		\$202,651.79
			Total Assets End		\$273,759.24
		JUNE	2017	2017 budget	actual
Plus Revenues through June					
Less Expenses June				\$94,153.00	\$89,018.02
Net				\$94,153.00	\$16,044.33
MM acct					\$72,973.69
			Plus special project income carried over: USGS	\$599.60	
				\$50,605.86	
			Total Assets Begin		\$202,651.79
			Total Assets End		\$275,625.48
		JULY	2017	2017 budget	actual
Plus Revenues through July					
Less Expenses July				\$94,153.00	\$89,068.03
Net				\$94,153.00	\$16,293.78
MM acct					\$72,774.25
			Plus special project income carried over: USGS	\$599.60	
				\$50,605.86	
			Total Assets Begin		\$202,651.79
			Total Assets End		\$275,426.04
		AUGUST	2017	2017 budget	actual
Plus Revenues through Aug					
Less Expenses Aug				\$94,153.00	\$89,068.04
Net				\$94,153.00	\$44,963.93
MM acct					\$44,104.11
			Plus special project income carried over: USGS	\$599.60	
				\$50,605.86	
			Total Assets Begin		\$202,651.79
			Total Assets End		\$246,755.90
		SEPTEMBER	2017	2017 budget	actual
Plus Revenues through Sept					
Less Expenses Sept				\$94,153.00	\$90,268.04
Net				\$94,153.00	\$56,371.63
MM acct					\$33,896.41
				\$50,605.86	
			Total Assets Begin		\$202,651.79
			Total Assets End		\$236,548.20

	OCTOBER	2017	2017 budget	actual
Plus Revenues through Oct			\$94,153.00	\$100,868.05
Less Expenses Oct			\$94,153.00	\$58,717.69
Net	Plus special project income carried over: USGS		\$599.60	\$42,150.36
MM acct			\$50,605.86	
	Total Assets Begin			\$202,651.79
	Total Assets End			\$244,802.15
	NOVEMBER	2017	2017 budget	actual
Plus Revenues through Nov			\$94,153.00	\$101,918.05
Less Expenses Nov			\$94,153.00	\$71,057.00
Net	Plus special project income carried over: USGS		\$599.60	\$30,860.40
MM acct			\$50,605.86	
	Total Assets Begin			\$202,651.79
	Total Assets End			\$233,512.19
	DECEMBER	2017	2017 Budget	Actual
Plus Revenues through Dec	Actual		\$94,153.00	\$102,773.05
Less Expenses Dec			\$94,153.00	\$79,262.03
Net	Plus special project income carried over: USGS		\$599.60	\$23,511.02
MM acct			\$50,605.86	
	Total Assets Begin			\$202,651.79
	Total Assets End			\$226,112.81

**White Bear Lake Conservation District
Cumulative Total Assets Balance Summary 1996 - present**



**Town Board Meeting
February 5, 2018**

Agenda Number: 5E – Consent Agenda

Subject: Reschedule March Executive Meeting – Reschedule March Executive Meeting to March 16, 2018 @ 12:00 Noon

Documentation: Public Notice

Action / Motion for Consideration:

Reschedule March Executive Meeting to March 16, 2018 @ 12:00 Noon



Public Notice

The Executive Meeting

Scheduled for Friday, March 23, 2018

Has Been Rescheduled

to

Friday, March 16, 2018



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

January 30, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
5130 Dillion Street
White Bear Township, Minnesota
TKDA Project No. 16627.000

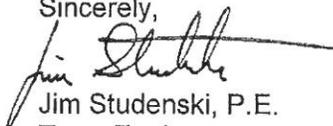
Dear Board Members:

XcelEnergy has applied for a permit to upgrade the electrical service for the new three phase warning sirens at 5130 Dillion Street.

We recommend approval with the following conditions:

1. Contractor must protect Dillion Street.
2. Contractor must protect the storm sewer at the road intersection.
3. Contractor must protect the watermain on both sides of Dillion Street.
4. Disturbed areas shall be restored equal to or better than original condition.
5. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
6. Call Gopher One-Call prior to any work.

Sincerely,


Jim Studenski, P.E.
Town Engineer

Enclosures

Date: 1/16/2018
Project #: 102 06 303
Design: John Mouldon
651-779-3181

APPLICATION XCEL ENERGY d/b/a NORTHERN STATES POWER COMPANY

To: Jim Studenski
TKDA
1500 Piper Jaffray Plaza
444 Cedar Street
St. Paul MN 55101-2140

FOR WHITE BEAR TOWNSHIP

Application is hereby made for permission to replace, construct and therefore
Maintain: Electric Distribution System.

I. Type of Utility - Electric General Description

Install New 40' / CL3 Pole in R.O.W.

Pole Required to Support New OH Transformer Bank
To Supply Power to Township Tornado Siren

Work to be started upon approval and completed by: TBD Feb / March 2018
Approximately 1 day.

Application Approved
White Bear Township

XCEL ENERGY d/b/a NORTHERN STATES POWER
COMPANY

John Mouldon

John Mouldon
Electrical Design
1700 E Co Rd E
White Bear Lake MN 55110

Date: _____



**Town Board Meeting
February 5, 2018**

Agenda Number: 6 – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
February 5, 2018**

Agenda Number: 7A – New Business

Public Works Director Item:

Subject: 2018 Sealcoat Project:
1. Approve Plans & Specifications
2. Authorize Advertisement for Bids

Documentation: Public Works Director Memo w/attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discussion

Based on Staff Review & Recommendation:

- 1) Approve the 2018 Sealcoat Specifications Noting the Public Works Director's Estimate of \$108,000 for 2018
- 2) Authorize Advertisement for Bids Which Sets the Opening of the Bids for March 1, 2018, at 10:00 a.m. at the Township Administrative Offices.

With Funding from the Improvement Fund 505

MEMORANDUM

Date: January 16, 2018
To: Town Board
From: Dale Reed, Public Works Director
Re: 2018 Sealcoat Project

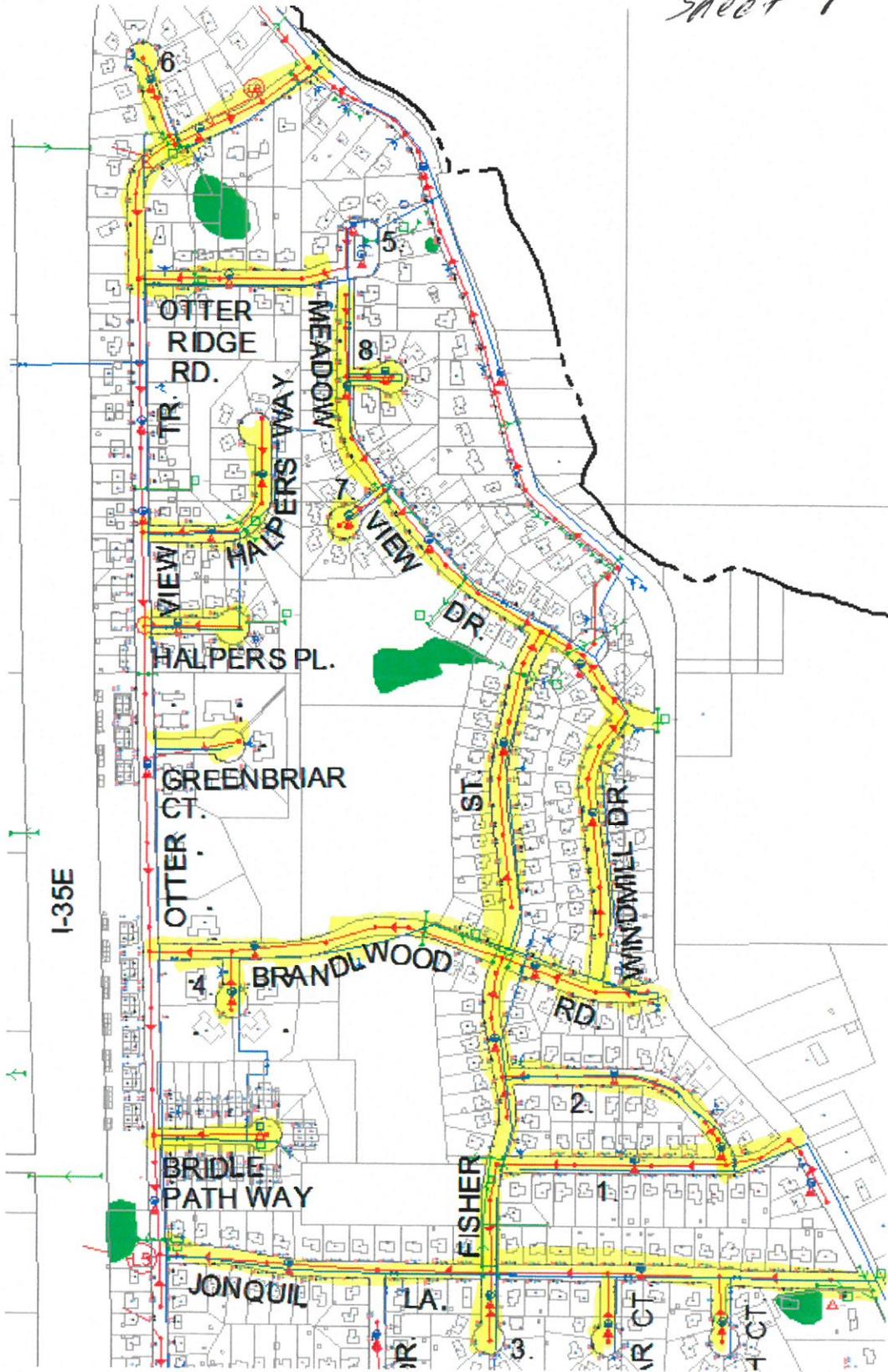
As part of the Town's infrastructure management program, the Town provides funding for an annual sealcoat project. By proactively treating the road service with sealcoat (an oil and rock application) on a regular scheduled interval (5-8 years), the road's useful life can be extended. Delaying sealcoat applications can lead to premature deterioration and increased maintenance costs over the life of the roadway. The timing for the sealcoat of these streets is giving the Township the greatest return on investment (ROI), ultimately increasing the life of the road by providing the right surface maintenance treatment at the right time.

This year's project includes the following areas and street segments: the area east of 35E, north of County Road H-2, north of Jonquil Ln and west of Otter Lake Road. Along with the following street segments: Hammond Rd from Otter Lk Rd to Polar Lakes Park, Meehan Dr., and Lakewood Ave from Randy Ave to Martin Way.

Action requested is to approve the 2018 Sealcoat specifications and authorize bidding. Improvement Fund 505 has \$150,000.00 budgeted for sealcoating and cracksealing. The Public Works Director's estimate for this year's sealcoat project is \$108,000.00, and cracksealing is estimated at \$35,000.00. Dependent on bids, if they are lower than the estimate, the scope of the sealcoat project could increase.

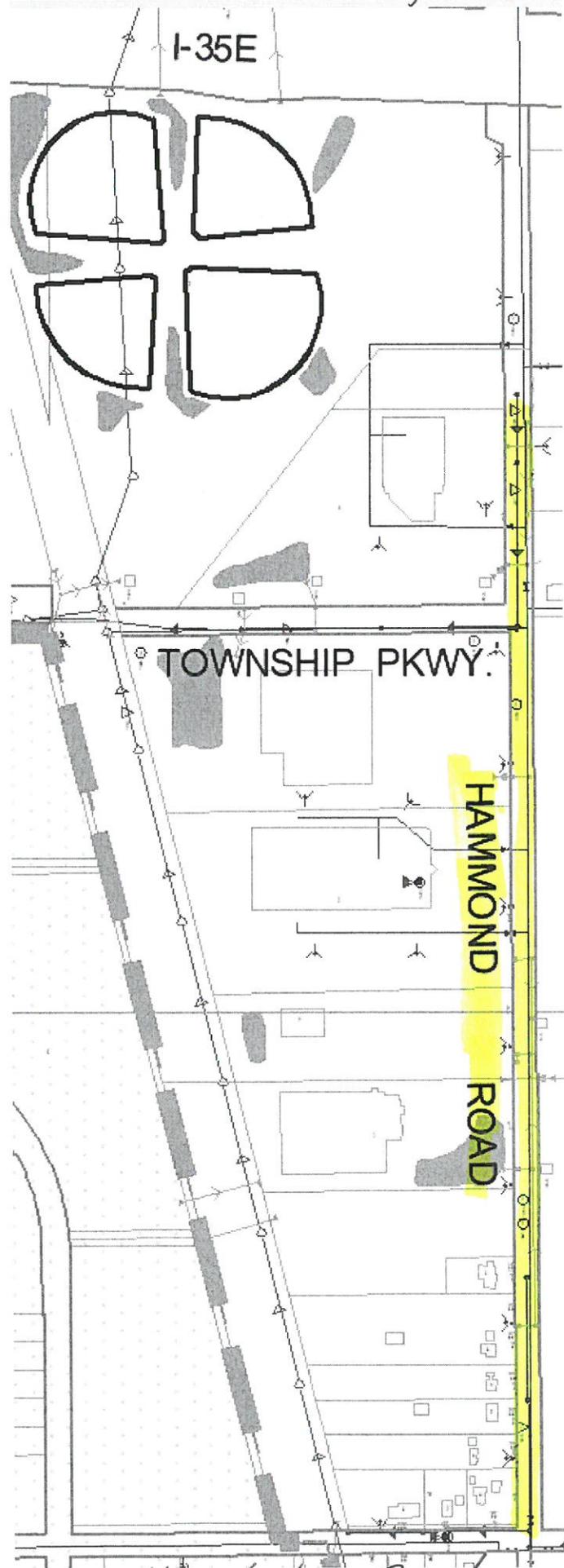
2018 Sealcoat Project

Sheet 1



2018 Sealcoat Project

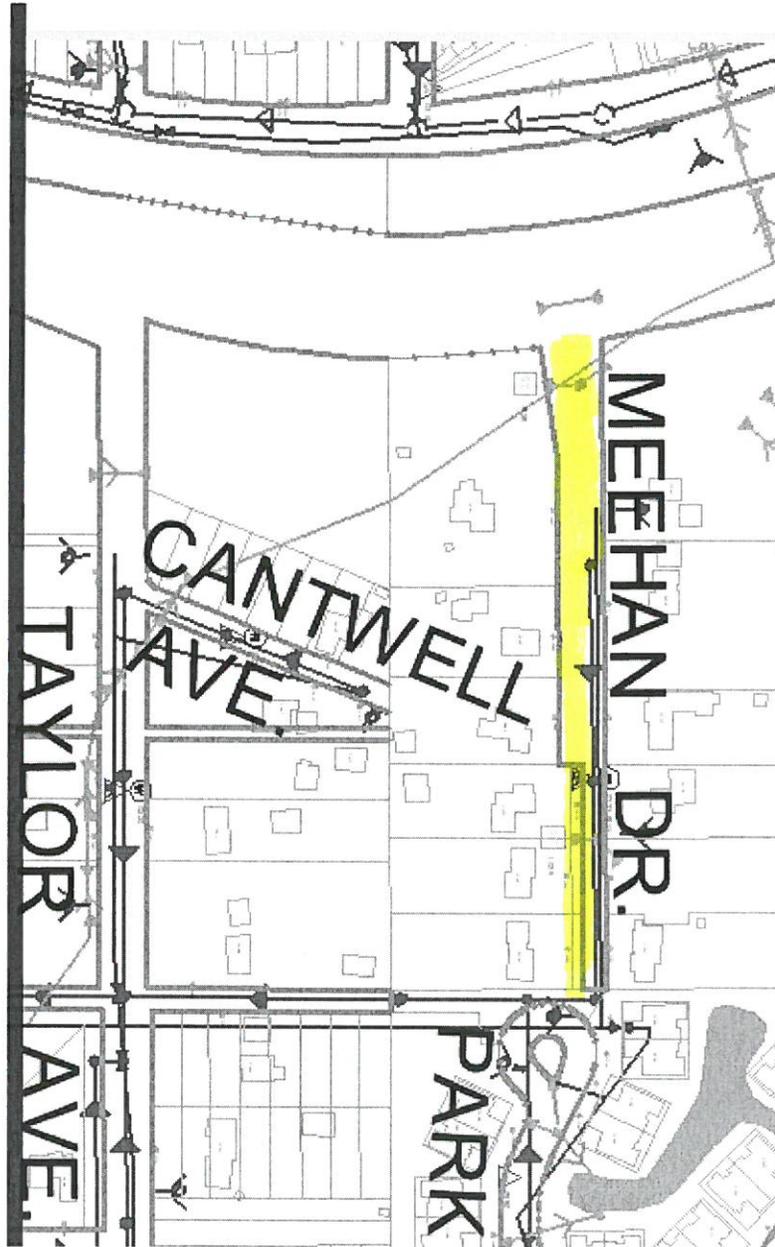
Sheet 2



Otter Lake Road

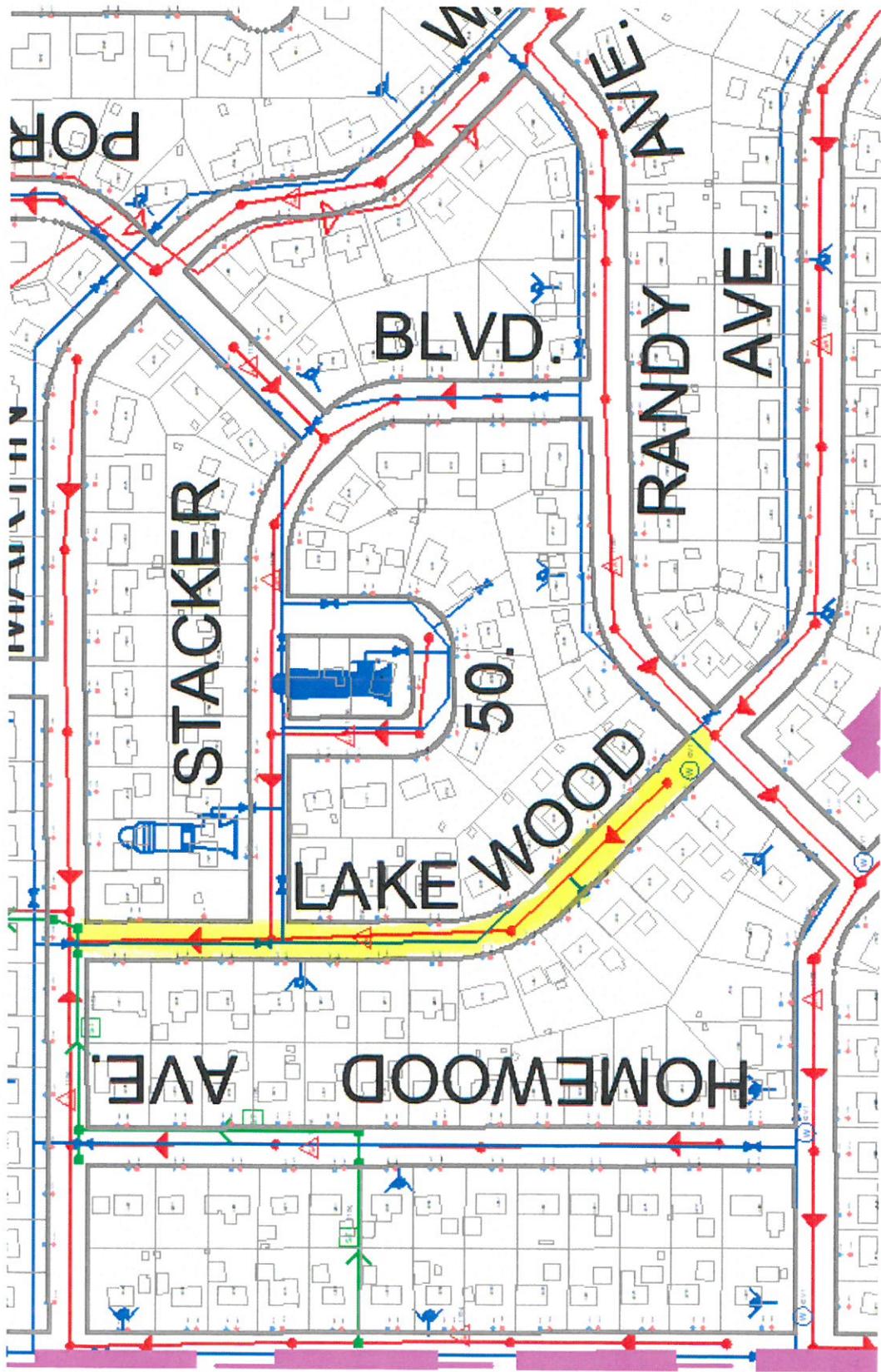
2018 Sealcoat Project

Sheet 3



2018 Sealcoat Project

Sheet 4



WHITE BEAR TOWNSHIP
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL
FOR
FURNISHING & APPLYING BITUMINOUS SEALCOAT
WITHIN THE
WHITE BEAR TOWNSHIP, MINNESOTA
2018

PW-SM-18-01

PUBLIC OPENING OF THIS BID
will take place at the Town Administrative Center
1281 Hammond Road
White Bear Township, MN 55110

ON

March 1, 2018

AT 10:00 AM LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

WHITE BEAR TOWNSHIP
2018 BITUMINOUS SEALCOAT
PROPOSAL INDEX

	<u>SECTION</u>
PROPOSAL FORM	I
INDEMNIFICATION AND INSURANCE	II
GENERAL SPECIFICATIONS	III
DETAILED SPECIFICATIONS	IV

WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

BIDS DUE: 10:00 A.M., March 1, 2018

LEGAL NOTICE--BIDS WANTED

Notice is hereby given that sealed bids will be received, publicly opened, and read aloud by representatives of the Town of White Bear, Minnesota, at the Town Administrative Offices, 1281 Hammond Road, White Bear Township, Minnesota 55110, in said Township at 10:00 a.m., on Thursday, March 1, 2018, for furnishing all work and materials for the construction of **2018 Sealcoating, Town Project PW-SM-18-01:**

2018 Bituminous Sealcoat on Various Streets

Unless otherwise specifically indicated under the item description of the legal advertisement, all bids shall be subject to the following:

No bids shall be withdrawn for a period of thirty-five (35) days after opening of bids. The Town reserves the right to reject any or all bids, to waive technicalities, and award bid in the best interest of the Town.

Bidding documents, including proposal forms, specifications, plans, etc., may be obtained from:

Mailed
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Pick-up
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Proposals must be placed in a sealed envelope marked "BID WHITE BEAR TOWNSHIP 2018 BITUMINOUS SEALCOAT" and addressed to the Town Clerk/Treasurer, White Bear Township, 1281 Hammond Road, White Bear Township, Minnesota 55110.

Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid Bond or certified check payable to the White Bear Township in the amount of at least 5% of the Base Bid amount.

Bill Short, Town Clerk/Treasurer

I. PROPOSAL FORM

FOR

2018 BITUMINOUS SEALCOAT

FOR

WHITE BEAR TOWNSHIP, MINNESOTA

TO: Dale B. Reed
Public Works Director
1281 Hammond Road
White Bear Township, MN 55110

Dear Sir:

1. The following proposal is made for Bituminous Sealcoat described in the Instructions to Bidders.
2. The undersigned certified that the Instructions to Bidders has been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the Township to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?

5. If a partnership, state full names of all co-partners.

6. Bid proposal to be made on schedule of prices sheet.
7. Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid bond or certified check payable to the White Bear Township in the amount of at least 5% of the Base Bid amount.
8. A performance and payment bond in the amount of 100% of the contract amount will be required of the successful bidder after the execution of the contract.

Official Firm Name and Address:

PROPOSAL FORM

2018
 SCHEDULE OF PRICES
 FOR
 BITUMINOUS SEALCOAT ON VARIOUS STREETS AND CUL-DE-SACS
 IN WHITE BEAR TOWNSHIP, MINNESOTA

STREETS				
APPROXIMATE QUANTITIES	ITEM NO.	ITEM OF WORK	UNIT COST DOLLARS CENTS	TOTAL AMOUNT DOLLARS CENTS
69,350* Sq. Yds.	1	Bituminous Material (CRS-2) Cl. A, FA-2 Aggregate		
TOTAL			\$	

* Square yardage total includes cul-de-sacs, radii, and parking lots (if applicable).

TOTAL BID: _____

BIDDER _____

TITLE: _____

PROPOSAL FORM

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid or official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Statement of Intent to Comply with EEO and Affirmative Action Requirements

White Bear Township and various funding sources that are used for services of Town property have requirements and standards to ensure equal employment opportunities and anti-discrimination practices. These standards must be met in order to receive the funds described above.

The undersigned hereby states that he/she fully intends to comply with these standards as described in the contract documents and as required by the regulations of the Township and funding agencies.

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2018

My Commission Expires _____.

II. INDEMNIFICATIONS AND INSURANCE

3.1 Hold Harmless and Indemnification

To the fullest extent permitted by law the Contractor agrees to indemnify the Township, its officers, employees, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorney's fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of the Contractor, its officers, employees or agents, Subcontractors or Independent Contractors, or any other person(s) or entity(ies) for whose acts or omissions the Contractor is legally responsible, in the performance of any of the Contractor's obligations (whether expressed or implied) under this Contract.

3.2 Governmental Limited Immunity

Notwithstanding anything to the contrary in the Contract, the Township does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes Chapter 466 or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by the Contractor or by any third party. In no event shall the Contractor assert or rely upon any such statutory limited immunity of the Township to avoid liability for any act for which the Contractor would otherwise be legally responsible.

3.3 Contractors Liability Insurance

The Contractor agrees to provide and maintain at all times during the period of this Contract, which shall be from inception until final acceptance of all conditions, such insurance coverage as set forth in this section, and to otherwise comply with the provisions that follow. Except where specifically stated otherwise, the provisions of subsections A below, shall also apply to all Subcontractors, (of all tiers) and Independent Contractors engaged by the Contractor with respect to the Work, and the Contractor shall be responsible for securing the compliance of all such Subcontractors and Independent Contractors with these provisions. It is specifically understood and agreed that the Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor or Independent Contractor to commence work under this Contract, until all insurance required under the Contract Documents is in effect, and satisfactory evidence thereof is provided to the Township's Clerk/Treasurer, as set forth below.

A) Workers Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in workers compensation policies issued in Minnesota. Contractor further agrees to require all Subcontractors and Independent Contractors to maintain Workers Compensation insurance in compliance with all applicable statutes. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement. **The Contractor shall enforce** the compliance of such Subcontractors and Independent Contractors with the above Workers Compensation insurance requirements.

B) General Liability

“Commercial General Liability Insurance” coverage (Insurance Services Office policy form title), providing coverage on an “occurrence”, rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage of Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract and all other contracts relative to the Work), Independent Contractors, “XC&U”, and Products –Completed Operations Liability. Such policy shall **name the Township as an additional insured thereunder**. The Contractor agrees to maintain Operations coverage as required hereunder continuously, whether on an annual liability policy year basis or otherwise, for a minimum of three (3) years after the City’s final acceptance of the work.

The Contractor agrees to maintain at all times during the period of this Contract (an in the case of Completed Operations coverage for at least 3 years thereafter) a combined general liability policy limit of at least **\$1,500,000** per Occurrence, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limits may be satisfied by the limits afforded under its Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is at least in all material respects as broad as that afforded by said underlying Commercial General Liability Policy, **and further, that the Township is also included as an additional insured there under**.

Such General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregate limits have not, as of the beginning of this contract or at anytime during such term, been reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability Policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy, which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the Contractor's total deductible or retention amount does not cause the Contractor’s total deductible or retention for each occurrence to exceed **\$20,000**.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles (including, unless covered as “mobile equipment” or otherwise under the Contractors General Liability Policy, all cranes, boom trucks, and similar equipment) utilized by the Contractor in connection with the Work. Such policy shall provide total liability limit for

combined Bodily Injury and/or Property damage in the amount of at least **\$1,500,000** per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, however that the coverage afforded under any such Umbrella Liability Policy shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and if applicable, such Umbrella Liability Policy, **shall include the Township as an Additional Insured there under**. Unless included within the scope of the Contractor's Comprehensive General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

D) Additional Insurance

The Township shall, at any time during the period of the Contract, have the right to require that the Contractor secure any additional insurance, or additional feature to existing insurance, as the Township may reasonably require for the protection of its interests or those of the public. In such event, the Contractor shall proceed with due diligence to make every good faith effort to promptly comply with any such additional requirement, which shall be considered a Township Change.

In the event that the Contractor is unable to comply with such additional insurance requirement, or with any other insurance requirement under this Contract, the Contractor shall advise the Township's Clerk/Treasurer, in writing, of such difficulty at the earliest possible time. It is understood and agreed that the City has no obligation to actively assist the Contractor in complying with any insurance requirements, and that the Township shall not incur any liability for any advice, act or omission in connection with the Contractor's efforts to so comply, nor shall the Township be held to have waived any of its rights under this Contract by virtue of any advice and cooperation it may, at its option, grant to the Contractor while acting in an advisory capacity.

E) Insurer Policies

All policies of insurance required under this Contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota. All such insurers must also be acceptable to the Township, such acceptance by the Township to not be unreasonably withheld. All such policies of insurance shall contain a provision requiring the insurer to provide the Township's Clerk/Treasurer with at least **10** day prior written notice of any cancellation, non-renewal, or adverse material change in coverage.

All policies of insurance required under this Contract shall be in form and content, and in all other respects, satisfactory to the Township. The Contractor shall, at all times pertinent to its performance under this Contract, exercise every good faith effort to promptly remedy any unsatisfactory term or condition with respect to any required insurance.

F) Evidence of Insurance

At least **10** days prior to the commencement of the work, the Contractor shall furnish to the Township's Clerk/Treasurer, evidence that the insurance coverage required under this Contract will be in full force and effect at all times during the period of the Contract. Such evidence of insurance shall be on the form provided by the Township to the Contractor, or in the form of a standard Certificate of Insurance, or such other form as the Township may, in its sole discretion, determine to accept as evidence of insurance. Any form so provided shall contain sufficient information to allow the Township to determine whether there is compliance with these provisions. At the request of the Township, the Contractor shall, in addition to providing such evidence of insurance, promptly furnish the Township's Clerk/Treasurer with a complete copy of each insurance policy intended to provide coverage required hereunder.

It is further understood and agreed that the Contractor shall, at the request of the Township, make every good faith effort to obtain valid certificates of Insurance evidencing current Workers Compensation coverage for all Subcontractors and Independent Contractors involved in the Project, and to promptly provide copies of such Certificates to the Township's Clerk/Treasurer.

G) Loss Information

At the request of the Township, the Contractor shall promptly furnish loss information concerning all liability claims (1) brought against the Contractor (or any predecessor business entity) arising out of any construction projects undertaken by the Contractor (or any predecessor business entity) within the three (3) years preceding the date of this Contract and/or (2) brought against the Contractor (or any other Insured under the Contractor's required policies, that may affect the amount of liability insurance available for benefit and protection of the Township. Such loss information shall include such specifics and be in such form as the Township may reasonably require.

H) Release and Waiver

The Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of the Contractor in the Project or which may be exposed to damage, loss or injury in connection therewith.

Subject to the first paragraph of this subsection **H**, the contractor hereby releases the Township, its officials, its officers, employees, agents, and others acting on the Township's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's business or property caused by fire or other peril was caused in whole or in part by the negligence

or other act or omission of the Township or other party who is to be released by the terms hereof, or by anyone for whom such a party may be responsible.

The Contractor further releases the Township, its officials, officers, employees, agents and others acting on the Township's behalf, from all claims, liability or responsibility to the Contractor, or to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss, damage or other detriment to the Contractor resulting from deductible clauses, inadequacy of substantive coverage or limits, or any other matter causing an unsatisfactory insurance response or recovery under any policy (ies) of insurance, whether property insurance or liability insurance, maintained by the Township or the Contractor in any manner in connection with the Work.

The Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver under this subsection **H** could impair any of its rights under its insurance policy (ies), and further that it is solely responsible for effecting an revision (s) to such policy (ies) as may be necessary to permit such Release and Waiver.

It is specifically understood and agreed that this subsection **H** shall apply to all Subcontractors and suppliers, as well as to the Contractor.

The Contractor agrees to require all Subcontractors (of all tiers) and suppliers to execute a written Release and Waiver containing the same provisions (modified only as appropriate to the particular other party) as set forth above. The Township may elect to provide the Contractor with an agreement form prepared and consistent with such provisions, in which event the Contractor shall use its best efforts to obtain copies of the agreement signed by all Subcontractors, and Suppliers, but failure to obtain such executed copies shall not limit or otherwise affect the application of this subsection **H** to Subcontractors and Suppliers.

I) Contractor is Responsible for Adequacy of Insurance

It is expressly understood that the Township does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liabilities **of the Contractor**.

J) Insurance Terms

Insurance terms not otherwise defined in this Contract shall be interpreted consistent with insurance industry usage.

WHITE BEAR TOWNSHIP
2018 BITUMINOUS SEALCOAT

III. GENERAL SPECIFICATIONS

1. CONTRACT DOCUMENTS

Bidding documents, including proposal forms, plans, etc., may be obtained from:

Mailed
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Pick-up
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Bidders must familiarize themselves with all ordinances and statutes pertaining to public improvements, and examine and determine for themselves the location and nature of the proposed work, and the amount and character of the labor and materials required therefore, and the difficulties which may be encountered.

2. BIDDER'S KNOWLEDGE

The bidders shall acquaint themselves with any and all changes in specifications and changes in methods or procedures or policies as may be set forth in these Contract Documents.

If any person contemplating the submitting of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, he may submit to the Owner a written request for an interpretation thereof at least seven (7) days prior to the scheduled bid opening. The person submitting the request will be responsible for prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Township will not be responsible for any other explanation or interpretation.

All proposals shall be made and received with the express understanding that the Bidder accept the terms and conditions contained in these instructions and the plans and specifications, forms of contract and bond and any other contract documents referred to herein.

If, after the proposals have been delivered to the Township, any difference of opinion shall arise as to the true intent or meaning of any part of the specifications, the decision of the Owner shall be final, conclusive and binding on all parties.

3. BIDDER'S QUALIFICATIONS

If requested, bidders must present satisfactory evidence that they are familiar with the class of work specified, and that they are provided with the necessary capital, tools, machinery and other equipment necessary to conduct the work and complete the improvement within the time specified in the proposal, in a good and workmanlike manner and to the entire satisfaction of the Town Engineer and the Town Board of White Bear Township, Minnesota.

The bidder agrees that he is as fully responsible to the Township for the acts and omissions of any of his proposed subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Before any subcontractor may commence work, the successful Bidder must file with the Engineer and the Township satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful bidder.

No subcontractor will be permitted to commence work until authorization by the Owner to proceed is received in writing by the Contractor.

4. SUBMISSION OF BIDS

Sealed bids will be received by White Bear Township, Minnesota, up to the date and hour as specified in the Notice to Contractors at the Office of the Clerk/Treasurer, Administrative Offices, 1281 Hammond Road, White Bear Township, Minnesota 55110. Bids received after the time specified shall be returned unopened.

Bids shall be submitted upon the Proposal Form which is bound into the Specifications. The Specifications, Proposal Forms, and Contract are in one volume and this shall be submitted intact, in a sealed envelope plainly marked as to Title of Project and date of bid opening.

All proposals must be made in ink upon the blank form of proposal included in the Specifications and should give price for each item and aggregate amount for the work, and must be signed and acknowledged by the bidder in accordance with the directions in the form of the Proposal. In order to insure consideration the proposal shall be enclosed in a sealed envelope addressed to the Town Clerk/Treasurer and clearly marked as to the time and date of bid opening and the nature of the project.

Each proposal must contain the full name or names and address of the bidder or bidders, and any person signing a proposal as agent of another, or of a firm, may be required to furnish legal evidence of his authority to do so. A corporation bidder must name the state in which its Articles of Incorporation are held. A partnership must give the full names and addresses of all parties.

In case a corporation submits a proposal, the proposal must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent may be required to present legal evidence that he has

a lawful authority to sign said proposal. In the event that any corporation organized and doing business under the laws of a foreign state is the successful bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the contract is executed.

More than one proposal form from an individual, firm, partnership or corporation under the same or different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will be considered sufficient cause for the rejection of all bids so affected.

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

Failure on the part of any bidder to carry out previous contracts satisfactorily, or his lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for his disqualification.

Unless otherwise specifically provided in the specifications for the improvement, bids must be made upon each and every item shown on the blank Proposal Form, including all alternate items.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time specified in the Notice to Contractors. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

5. BIDDERS TO INVESTIGATE SITE

Bidders are required to submit their proposals upon and following express conditions, which shall apply to and become part of every bid received, viz:

Each bidder must satisfy himself and form his own opinions by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated; must make his own interpretations and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done and the labor and materials needed, and shall make his bid in sole reliance the above mentioned. Any information or data furnished by the Owner or its representatives for the convenience of any bidder is not guaranteed. The bidder shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Town will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

6. PROPOSAL GUARANTY

Each proposal shall be accompanied by a Proposal Guaranty in the form of a money order, certified check or bid bond, payable to the order of White Bear Township, in an amount not less than five percent (5%) of the total amount of the bid. No proposal will be considered unless accompanied by the Proposal Guaranty.

In case alternate bids are called for, providing for the use of several different classes of material or types of improvement for the same work, one Proposal Guaranty in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all proposals.

As soon as a contract is awarded, all Proposal Guaranties shall be returned to the bidders, except that of the successful bidder and second lowest bidder, which shall be retained until the contract has been signed and the bonds of the Contractor have been filed, approved, and accepted, which shall be within ten days of notice of award of the Contract.

If the successful bidder fails to enter into such contract in accordance with his accepted proposal, or shall fail to furnish the required performance bond within ten days after notice of award, his Proposal Guaranty shall be forfeited to White Bear Township as liquidated damages.

The next best Proposal shall then be considered the successful bid, and that Bidder, at the discretion of the Town Board, shall be awarded the Contract.

7. WITHDRAWAL OF BIDS

After bidders have submitted proposals, they shall not withdraw or cancel such proposal within 35 days after opening of bids and all sums deposited or a proposal guaranty may be held by the Town for said 35 days until all of such proposals submitted have been canvassed, a contract awarded and executed, and the required bonds and insurance furnished and approved.

8. EVALUATION OF BIDS

The bids from each responsible bidder will be considered on the basis of the total amount, as shown on the proposal form, and awarded according to the lowest total reflecting the correct summation of all item extensions shown or as otherwise described in the Special Conditions.

The Township reserves the right to reject any or all proposals or to accept the proposal deemed in the best interest of the Township. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected, any proposal having erasures or corrections in the price sheet may be rejected, any proposal which omits a bid on any one or more items in the price sheet may be rejected; any proposal in which unit prices are obviously unbalanced may be rejected; any proposal accompanied by an insufficient or irregular bid bond may be rejected; any proposal which omits acknowledgment of the receipt of addendums may be rejected.

9. MATERIAL SOURCES

After the bids have been received, when requested by the Engineer, each bidder shall give information in writing concerning the quantity, composition and the previous use of the materials or equipment they have bid upon as may be known to them; and samples of such materials shall be furnished when required.

10. EXECUTION OF CONTRACT

The acceptance of the proposal will be a notice in writing signed by a duly authorized representative of White Bear Township. The acceptance of the proposal shall bind the successful bidder to execute the contract within ten days and to be responsible for liquidated damages for failure to execute the contract. The rights and obligations provided for in the Contract shall become effective upon the parties only with its formal execution by White Bear Township.

Following action by the Town Board awarding the contract, a "Notice of Award" letter will be mailed to the Contractor together with the prepared contract agreement for his signature and return. The Notice of Award letter will specify that the Contractor submit affidavits or copies of insurance coverage and a performance bond. No contract will be executed until the required affidavits and bond are submitted and have been approved as to form by the Town Attorney.

The Notice of Award letter will not be an order to proceed. The Contractor will have no authority to perform work under this contract until all contract documents as indicated above are properly completed and placed on file at the Town Offices.

A letter to proceed with the work under this project will be mailed to the Contractor upon satisfaction of the above indicated requirements. A pre-construction conference will be scheduled thereafter.

11. CONTRACT SECURITY AND GUARANTY

The successful bidder shall be required to furnish the owner with a performance bond in the form required by law, in an amount of one hundred (100%) percent of the Contract amount, based on the lump sum bid or the anticipated quantities and unit prices, as determined by the Owner.

This bond shall guarantee the proper prosecution and completion of the work by the successful bidder, and shall further guarantee the prompt payment by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work.

12. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is

declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Section 12 (Force Majeure).

13. DATA PRACTICES COMPLIANCE

Contractor shall have access to data collected or maintained by the Township as necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the Township consistent with the requirements of the Minnesota government Data Practices Act, Minn. Stat. 13.01 *et seq.* (the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Township. Contractor agrees to defend and indemnify the Township from any claim, liability, damage or loss asserted against Township as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the Township, as requested by the Township.

14. IC-134 FORM

A Minnesota Department of Revenue for IC-134 must be completed and received by the Township before the final payment will be issued.

15. LIEN WAIVERS

Lien waivers (Minnesota Statute 514.07) are to be provided, from all subcontractors, to the Owner before Certified Substantial Completion payment is made to the Contractor.

16. MINNESOTA RESPONSIBLE CONTRACTOR REQUIREMENTS

Any Prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes,

section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

17. Prompt payment to subcontractors

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

WHITE BEAR TOWNSHIP
2018 BITUMINOUS SEALCOAT

IV. DETAILED CONDITIONS

1. SCOPE OF WORK

The work to be done under this contract includes the furnishing of all labor, materials, transportation, tools, supplies, plant equipment, etc., necessary for the complete and satisfactory construction and installation of sealcoating within White Bear Township as shown on the map entitled, "2018 Sealcoat Program" attached to these specifications.

2. INSPECTION AND SUPERVISION

The White Bear Township Public Works Department is the authorized representative and will provide necessary inspection for all work under this contract. The Contractor shall give 48 hours prior notice whenever these services will be needed.

3. SPECIFICATIONS WHICH APPLY

The specifications of the Minnesota Department of Transportation "Standard Specifications for Construction," 2005 Edition Section 2356 "Bituminous Sealcoat" shall apply using English measurements, except as further modified in these Special Conditions as follows:

The term "Supervision by the Engineer or his authorized representative" or any term having like meaning as used in the Standard Specifications shall only mean supervision over the various activities in which the Public Works Director or his authorized representative is required to engage in during the performance of work and does not mean that the Public Work Director or project representative will supervise the Contractor's operation.

The terms "Directed by the Engineer," "Determined by the Engineer," "Certificate from the Engineer," "Certified by the Engineer," "Engineer to Enforce the Specifications," "Instruction given by the Engineer" and "Engineer Approves," as used in the Standard Specifications shall be held to mean written clarifications, written interpretations or written opinions of the Public Works Director based on information in his possession, and shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. All such written instruction, interpretations, opinions, or approvals must be properly executed by the Public Works Director before they are in effect.

4. STARTING DATE

The target start date for this project shall be July 9, 2018.

5. COMPLETION SCHEDULE

All work under this contract shall be completed on or before August 3, 2018. Liquidated damages of \$200/day will be assessed after August 3, 2018.

6. COORDINATION OF WORK

Throughout the project the Contractor shall coordinate his work with operations being carried out by Township forces, utility companies and/or other Contractors. Access shall be maintained as much as possible. The Contractor shall notify those affected of the periods of time that accesses must be closed.

7. PRE-CONSTRUCTION CONFERENCE

Prior to the start of any work, there will be a pre-construction conference arranged by the Public Works Department. Representatives for the Township and the Contractor will be notified to be present at this meeting.

8. COMMENCING WORK

The Contractor shall notify the Public Works Department of his/her intentions to commence work at least two days (excluding Saturdays and Sundays) prior to his moving onto the work site.

Also, prior to the start of any work, the Contractor shall submit to the Public Works Department for approval a written time schedule, sequence of moves and other pertinent information as required by the Public Works Department.

9. TRAFFIC CONTROL MEASURES

The Contractor will provide all flagmen (minimum of two), barricades, signs, and other traffic control devices as required during the construction operations at no additional cost to the Township. All traffic control devices shall conform to the Minnesota Manual on Uniform Traffic Control Devices. Signs shall be posted to limit speeds to maximum 20 MPH. Signs, like MnDOT W21-2 in size (30"x30") and color designating "Loose Rock" shall be posted as shown on the map entitled, "2018 Sealcoat Program" attached to these specifications. All signs are to be installed by the Contractor prior to sealcoating and removed by the Contractor within 48 hours after the streets are swept.

Traffic Control includes signing streets with temporary "No parking for street maintenance" signs a minimum of 24 hours and a maximum of 36 hours before work is to begin. The maximum distance between signs shall be 500 feet. **The Contractor is responsible to provide and install temporary no parking signs.** Efforts should be made to work with residents and businesses the day before and early morning to keep the street clear of vehicles. Special care shall be taken to move vehicles that may be hit by bituminous material over-spray. The Contractor is responsible for any vehicle cleaning or re-painting.

10. PROTECTING UTILITIES AND PROPERTY

The Contractor shall furnish a person and materials to carefully cover manhole covers, catch basin grates and watermain valve box covers prior to applying bituminous material to surfaces to be sealed and in addition shall prevent the intrusion of sealcoat aggregate into

those same structures. Directly after sealcoating, all material on the structures will be hand shoveled/swept to ensure that no material is placed on the sealcoated street and that all material is removed from the structure.

The Contractor shall be responsible for protecting all property from damage from drifting bituminous material.

11. BITUMINOUS SEALCOAT

A. MATERIAL AND PERFORMANCE SPECIFICATIONS

A.1 BITUMINOUS MATERIALS - MnDOT 3151.2E

CRS Cationic Emulsified Asphalt CRS-2 modified as follows: The residue penetration requirement shall be 60-100.

Rate of Application:

FA-2, Class A Aggregate Minimum rate of 0.25 Gallons/Sq.Yd.

AGGREGATE - MnDOT 3137

Cover aggregate for streets, cul-de-sacs and parking lots shall be FA-2, CL A, D.O.T. specifications. The aggregate shall be original new product, no used aggregate salvaged from previous projects is acceptable.

Rate of Application:

Minimum rate of 1.00 LB./S.Y./0.01 Gal. Bituminous Material

A.2 EQUIPMENT

Sweepers shall be pick up type only, capable of non-streak sweeping and spray bar water application for dust control. Minimum of one machine required on project throughout sealcoat application, and minimum of two machines required for excess aggregate pick up. Also, one tandem axle dump truck per sweeper for hauling excess sweepings from project.

Asphalt Distributor shall be two thousand gallon minimum capacity, capable of applying a 16 foot width of bituminous material at a computer calibrated rate of application. Minimum of two machines required.

Aggregate Spreader shall be a self propelled type, capable of applying a 16 foot width of aggregate material at a calibrated rate of application.

Rollers shall be eleven wheel, self propelled, pneumatic tire type. Minimum of two rollers required.

A.3 PERSONNEL

All assigned personnel shall demonstrate, to the satisfaction of Public Works Department personnel the ability to operate the piece of equipment to which they are assigned.

A.4 ROAD SURFACE PREPARATIONS

Patching and crack sealing of the streets designated for sealcoating and adjustment of valve boxes and manhole castings will be performed by others at no cost to the Contractor.

The Contractor shall perform the necessary street sweeping operations prior to placement of any sealcoat materials. Particular attention shall be paid to the surface being clean and dry before material application. The contractor is responsible for the disposal of the sweepings.

A.5 ROLLING OPERATIONS

Initial rolling shall follow immediately behind the spreading of cover aggregate, with the initial rolling coverage being completed within five (5) minutes after spreading the aggregate. The surface rolling shall be continued until five (5) completed coverages over the full width have been completed within 30 minutes after spreading the cover aggregate on that area.

Cul-de-sacs shall be completed one-half at a time using the method found in the Minnesota Seal Coat Handbook 2006, Chapter 11 Sealing Cul-de-Sacs. The bituminous material must be covered within one minute as per 2356.3.E.

A.6 PROTECTION OF SURFACE

Sections of the streets shall be closed to traffic before the bituminous material is applied on the surface and no traffic shall be permitted on the sealed road surface until after all rolling has been completed and the bituminous material set to a degree satisfactory to the Public Works Department personnel and will not pick up on vehicle tires. All required flagmen, barricades, warning signs, traffic cones, and other traffic control devices will be the responsibility of the Contractor for the proper execution of the work. These traffic control devices shall be placed so as to effectively restrict traffic flow on the streets being surfaced.

At the pre-construction conference, the Contractor shall provide the Public Works Department with a plan indicating the devices and procedures to be utilized to protect the surface during bituminous cure. The Public Department may recommend changes to the plan and these changes shall be incorporated into the plan at no additional cost to the Township.

A.7 UNIFORM SURFACE APPEARANCE

All areas to be sealcoated shall have a uniform aggregate cover base at the specified application rate. This includes street intersection radius areas and any other special area which may require special application procedures.

A.8 REMOVAL (POST SWEEPING) AND DISPOSAL OF EXCESS FLOAT AGGREGATE

The Contractor shall remove and dispose of excess float aggregate. Removal and disposal of excess aggregate shall be completed **within 2 weeks** after initial placement. Sweeping shall be thorough enough to pick up all loose float without dislodging embedded aggregate. Sweeping of various areas will be directed by and to the satisfaction of Public Works Department personnel.

A.9 APPLICATION OF BLOTTING MATERIAL

The Contractor shall apply granite dust blotting material where bleeding is detected as directed by Public Works Department personnel. The Contractor is responsible for this application through September 2018 on areas detected in 2017. There shall be no additional compensation for time or materials for blotting streets that bleed through.

B. METHOD OF MEASUREMENT AND PAYMENT

B.1 The unit price on the basis of square yards shall include the cost of all materials, equipment used and other necessary work related to this project.

B.2 The Contractor will furnish a list of truck numbers with capacities and tare and net weights. Each truck will be weighed one time on a State certified scale to establish weight, loaded and empty.

The Contractor or authorized representative shall supply the inspector with the weight slips with truck numbers at the end of each day's operations. These slips shall be collected and tabulated separately for each seal coat location. A tabulation haul sheet by day will also be provided for verifying application rates.

B.3 The bituminous material gallons will be established by bills of lading of delivery tankers and by measurement of distribution trucks when necessary to verify application rates.

B.4 Payments (two) for this project shall be as follows:

At Certified Substantial Completion - 95%, **payment will be processed when all necessary lien waivers have been provided.**

At Certified Final Completion - Remaining 5%

Payments will be processed in the next available accounts payable cycle after certification.

C. QUANTITY ADJUSTMENTS

The Township reserves the right to add or delete streets, adjusting quantities respectively, to equal a dollar amount budgeted for this type of street maintenance. Twenty five (25%) percent shall be the maximum adjustment.

Street Section	From	To
Hammond Road	Otter Lake Rd.	Polar Lakes Park
Windmill Dr.	Brandlwood Rd.	Meadowview Dr.
Fisher St.	Brandlwood Rd.	Meadowview Dr.
Brandlwood Ct.	Brandlwood Rd.	Cul-de-Sac
Brandlwood Road	Otter Lake Rd.	Otterview Tr.
Fisher St.	Hickory Tr.	Brandlwood Rd
Whisperwood Tr.	Hickory Tr.	Fisher St.
Hickory Tr.	Fisher St.	Otter Lk. Rd
Fisher St.	Jonquil Ln.	Hickory Tr.
Fisher Ct.	Jonquil Ln.	Cul-de-Sac
Meadowview Dr.	Wagonwheel Ct.	Otter Lk. Rd
Wagonwheel Ct.	Meadowview Dr.	Cul-de-Sac
Meadowview Dr.	Horseshoe Ct.	Wagonwheel Ct.
Horseshoe Ct.	Meadowview Dr.	Cul-de-Sac
Meadowview Dr.	Otter Ridge Rd.	Horseshoe Ct.
Otter Ridge Rd.	Otterview Tr.	Otter Ridge Cir.
Otterview Tr.	Otterview Cir.	Otter Ridge Rd.
Otterview Tr.	Otterview Cir.	Otter Lk. Rd
Otterview Cir.	Otterview Tr.	Cul-de-Sac
Jonquil Ln.	Otter Lake Rd.	Otterview Tr.
Finch Ct.	Jonquil Ln.	Cul-de-Sac
Jaguar Ct.	Jonquil Ln.	Cul-de-Sac
Greenbriar Ct.	Otterview Trail	Cul-de-Sac
Halpers Way	Otterview Trail	Cul-de-Sac
Halpers Place	Otterview Trail	Cul-de-Sac
Bridle Path	Otterview Trail	Cul-de-Sac
Meehan Dr.	Hwy 61	Hammerhead
Lakewood	Randy Ave.	Martin Way



**Town Board Meeting
February 8, 2018**

Agenda Number: 7B – New Business

Public Works Director Item:

Subject: Well #5 Condenser Replacement:

1. Receive Quotes
2. Approve Purchase

Documentation: Public Works Director Memo w/attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting/ Discussion

Based on Public Works Director Review & Recommendation:

- 1) Receive the Three Quotes
- 2) Award the Well #5 Condenser Replacement Contract to Assured Htg., A/C & Refg., Inc., for their Low Bid of \$7,515.00

Noting Funding for the Condenser is from the Water Operating Fund.

MEMORANDUM

Date: January 19, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: Well Number Five (5) Condenser Replacement

This memo is in regards to the HVAC system condenser that assists in the control of the temperature and humidity in pump house 5.

The subcontractor for the General Contractor damaged the existing HVAC system condenser during the installation of the veneer on the Well. The subcontractor's insurer has provided a check of \$6,000 for the repair (replacing the condenser coil). Staff is recommending full replacement for \$7,515.00 vs repair for \$6,000.00 of the condenser, to provide a new 5-year warranty for the condenser and extend the life of the other components within the HVAC system.

Quotes were received from three (3) different Heating and Cooling Contractors. One from Assured Htg, A/C & Refg., Inc for \$7,515.00, a second from K.B. Service Company for \$8,300.00, and a third from NAC, Mechanical and Electrical Services for \$9,840.00. Staff is recommending approving the quote from Assured Htg, A/C & Refg., Inc. for \$7,515.00.

Funding for Well Number Five (5) HVAC condenser replacement would be provided by the Water Operating Fund.

Board action requested is to award the bid to Assured Htg., A/C & Refg., Inc. for \$7,515.00.

Assured Htg, A/C & Refg., Inc.
 13571 Balsam Lane North
 Dayton, MN 55327
 763-421-8577

Estimate

Date	Estimate No.
12/28/17	6906

Name/Address
White Bear Township 1281 Hammond Road St. Paul, MN 55110

Project

Item	Description	Qty	Total
	RE: Pump House #5 Proposal to install one new Carrier 7.5 TON condensing unit for the cooling system to replace the damaged unit. Installation will consist of removal and disposal of the existing unit, new Carrier 7.5 TON condensing unit, liquid line filter drier, evacuating and recharging the system with new R-410A freon, electrical and crane service.		
condenser	Carrier Condenser M# 38AUZ08A0A6-0A0A0		
Solder, Flux and Acetelene	Solder, Flux and Acetelene		
freon	freon R-410A		
Filter Drier	Filter drier		
Crane Service	Crane Service		
warranty	warranty 1 year parts and labor, 5 year compressor		
CIPL	Complete installation, parts and labor		7,515.00
	NOTE: There is a 3-4 week lead time on the equipment		

Please note: Projects with a total cost greater than \$10,000.00 require a down payment of 50% prior to work commencing. Balance will be due upon completion of the project.

	TOTAL	\$7,515.00
--	--------------	-------------------

*This proposal is honored for 30 days from the proposal date.
 Verification is required after this period.*

SIGNATURE: _____

**K. B. Service Company
430 E. County Road D
Little Canada, MN 55117
(651) 748-4933**

December 19, 2017

Brad Patraw
4295 Otter Lake Rd
White Bear Township, MN 55110

Brad:

Following is a bid to replace the condenser coil at this address:

- Coordination w/ client
- Disconnection and removal of coil
- Recycling and disposal of old coil
- Installation and mounting of new coil
- New changeable liquid line drier shell w/ iso valves
- Drier clean up cores
- Drier permanent cores
- Pulling vacuum for 24 hrs
- Recharge w/ new refrigerant
- Start up and testing

Total bid: \$6,000.00

Following is a bid to replace the condensing unit

- Coordination w/ client
- Disconnect and remove old unit
- Recycle and disposal of old unit

- Craning and installation of new unit
- New changeable liquid line drier w/ iso valves
- Drier clean up cores
- Drier permanent cores
- Pulling vacuum for 24 hrs
- Recharge w/ new refrigerant
- Start up and testing

Total bid: \$8,300.00

Notes:

1. 5 yr compressor warranty, 1 yr parts
2. Proposal based on regular business hrs.

Respectfully submitted,



Brian Nerison



David W Carlson
1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-255-3536 Direct
651-230-7705 Cell
dcarlson@nac-hvac.com

November 28, 2017

Mr. Bill Short
White Bear Township
1281 Hammond Road,
White Bear Township MN 55110

Re: Otter Lake Road Pump House air conditioning unit repair

Current Situation: Existing air conditioning condensing unit was damaged during construction. This is the new micro-channel style unit made of aluminum and not field repairable, condenser coil or unit must be replaced. Due to the affinity for the existing unit's oil to absorb moisture when open to the atmosphere, we have to take extra precautions to remove contaminants from the refrigeration system to maintain its integrity.

Proposed Solution: Furnish and install new condenser coil or condensing unit per options below.

Option #1

New condenser coil

Service Include:

- Coordination with client
- Disconnection and removal of coil
- Recycling and disposal of removed coil
- Installation and mounting of new coil
- New changeable liquid line drier shell with isolation valves
- Drier clean up cores
- Drier permanent cores
- Pulling vacuum for 24 hrs. to factory recommendations to remove all contaminants
- Recharging with new refrigerant
- Start up and testing

Client base investment of \$8,132.00



David W Carlson
1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-255-3536 Direct
651-230-7705 Cell
dcarlson@nac-hvac.com

Option #2

New condensing unit

Service Include:

- Coordination with client
- Disconnection and removal of unit
- Recycling and disposal of removed unit
- Craning, Installation and mounting of new unit
- New changeable liquid line drier shell with isolation valves
- Drier clean up cores
- Drier permanent cores
- Pulling vacuum for 24 hrs. to factory recommendations to remove all contaminates
- Recharging with new refrigerant
- Start up and testing

Client base investment of \$9,840.00 (note 1)

Notes:

1. 5 yr. compressor warranty, 1 yr. other components.
2. Proposal based upon normal working hours.
3. Any additional work beyond the above scope will be billed at time and materials rates upon proper approval.
4. Proposal subject to escalation 30 days after above date.

If you have any questions feel free to contact us anytime, or if you would like us to proceed please sign proposal and fax or e-mail back at your convenience.

Accepted by:

WHITE BEAR TOWNSHIP

NAC MECHANICAL & ELECTRICAL SERVICES

Signature: _____

Signature: _____

Name: _____

Name: David W Carlson

Title: _____

Title: Account Sales Manager

Date: _____

Date: _____



**Town Board Meeting
February 5, 2018**

Agenda Number: 7C – New Business

Public Works Director Item:

Subject: **Well #1 Rehabilitation:**
1. Approve Plans & Specifications
2. Authorize Advertisement for Bids

Documentation: Public Works Director Memo /attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discussion

Based on Staff Review & Recommendation:

- 1) Approve the Well #1 Rehabilitation Noting the Public Works Director's Estimate of \$30,000
- 2) Authorize Advertisement for Bids Which Sets the Opening of the Bids for March 15, 2018, at 2:00 p.m. at the Township Administrative Offices.

Noting Funding from the Water Operating Fund

MEMORANDUM

Date: January 29, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: Well #1 Rehabilitation

The Township has six (6) wells in the system. Two wells (1 and 2) are on the south system and four wells (3, 4, 5, and 6) are on the north system. As part of the Town's infrastructure management program the wells need rehabilitation based on annual pumping records. The pumping records provide hours that the pumps actually worked and/or gallons that the pump produced, which is a major determining factor in the frequency with which the wells are rehabilitated. Rehabilitation includes removal, inspection and replacement of parts, if needed and approved by the Public Works Director, of the well motor, column piping, pump shaft, well pump, and related items.

In 2018 well #1 is being recommended by staff for rehabilitation based on pumping records, duration since the last rehabilitation in 2008, and the need to install a transducer to monitor the wells static and pumping levels. In regards to the current monitoring method, staff will sound (drop a steel tape down the well hole to measure the water level while the well is idle) the well 1 time monthly vs. the remainder of the wells which all log the static and pumping levels daily on the Town's SCADA system. Staff is recommending approval of the specifications for bid in 2018 with the work to be completed in mid 2018.

Rehabilitation is estimated at \$30,000.00. Funding for the well rehabilitation would be provided from the Water Operating Fund.

Board action requested is to approve the specifications and authorize advertisement for sealed bids for Well #1 Rehabilitation.

WHITE BEAR TOWNSHIP
MINNESOTA

PUBLIC WORKS DEPARTMENT

SPECIFICATIONS AND BID FORM

FOR

WELL No. 1 PUMP MAINTENANCE AND REPAIR

WITHIN

WHITE BEAR TOWNSHIP, MINNESOTA

2018

PROJECT PW W-18-01

OPENING OF THIS BID
will take place at the
TOWN ADMINISTRATION BUILDING
1281 Hammond Road
White Bear Township, MN 55110

ON

March 15, 2018

AT 2:00 PM LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

BID FORM

FOR

WELL NO. 1 PUMP MAINTENANCE AND REPAIR

FOR

WHITE BEAR TOWNSHIP, MINNESOTA

TO: Dale B. Reed
Public Works Director
Public Works Department
1281 Hammond Road
White Bear Township, MN 55110

Dear Sir:

1. The following proposal is made for the Public Works Department Project PW W-16-01, Well No. 2a Pump Maintenance and Repair as described in the Notice to Bidders.
2. The undersigned certifies that the Notice to Bidders has been carefully examined and understood. At no time will misunderstanding of the notice be pleaded.
3. In submitting the proposal, it is understood that the right is reserved by the Township to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?

5. If a partnership, state full names of all co-partners.

6. Bid's to be made on schedule of bid sheet.

Official Address:

Firm Name: _____

By: _____

Title: _____

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid or official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2018. My Commission Expires _____.

Bidders E.I. Number

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 940)

_____.

Fair Trade Items

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder (use reverse side if necessary).

WHITE BEAR TOWNSHIP
2018 WELL NO. 1
PUMP MAINTENANCE AND REPAIR

NOTICE TO BIDDERS

Invitation for Bid Quote:

Sealed proposals will be received at the Town Administrative Office, 1281 Hammond Road, White Bear Township, MN 55110, until 2:00 P.M. on March 15, 2018 for project PW W-18-01, Well No. 1 pump maintenance and repair.

Submission of Bid Quote:

Enclose bid in a sealed envelope marked "BID FOR WHITE BEAR TOWNSHIP Project PW W-18-01, WELL NO. 1 PUMP MAINTENANCE AND REPAIR". Submit bid quote no later than 2:00 P.M. on March 15, 2018:

Mailed

Town Administrative Office
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Delivered

Town Administrative Office
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

White Bear Township reserves the right to reject any and all bid quotes, waive technicalities, and award the bid in the best interest of the Township.

II. GENERAL SPECIFICATIONS

1. CONTRACT DOCUMENTS

Bidding documents, including proposal forms, plans, etc., may be obtained from:

Mailed
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Pick-up
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Bidders must familiarize themselves with all ordinances and statutes pertaining to public improvements, and examine and determine for themselves the location and nature of the proposed work, and the amount and character of the labor and materials required therefore, and the difficulties which may be encountered.

2. BIDDER'S KNOWLEDGE

The bidders shall acquaint themselves with any and all changes in specifications and changes in methods or procedures or policies as may be set forth in these Contract Documents.

If any person contemplating the submitting of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, he may submit to the Owner a written request for an interpretation thereof at least seven (7) days prior to the scheduled bid opening. The person submitting the request will be responsible for prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be supplied to known bidder's who received a set of such documents. The Township will not be responsible for any other explanation or interpretation.

All proposals shall be made and received with the express understanding that the Bidder accept the terms and conditions contained in these instructions and the plans and specifications, forms of contract and bond and any other contract documents referred to herein.

If, after the proposals have been delivered to the Township, any difference of opinion shall arise as to the true intent or meaning of any part of the specifications, the decision of the Owner shall be final, conclusive and binding on all parties.

3. BIDDER'S QUALIFICATIONS

If requested, bidders must present satisfactory evidence that they are familiar with the class of work specified, and that they are provided with the necessary capital, tools, machinery and

other equipment necessary to conduct the work and complete the improvement within the time specified in the proposal, in a good and workmanlike manner and to the entire satisfaction of the Public Works Director and the Town Board of White Bear Township, Minnesota.

The bidder agrees that he is as fully responsible to the Township for the acts and omissions of any of his proposed subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Before any subcontractor may commence work, the successful Bidder must file with the Public Works Director satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful bidder.

No subcontractor will be permitted to commence work until authorization by the Owner to proceed is received in writing by the Contractor.

4. SUBMISSION OF BIDS

Sealed bids will be received by White Bear Township, Minnesota, up to the date and hour as specified in the Notice to Contractors at the Office of the Clerk/Treasurer, Administrative Offices, 1281 Hammond Road, White Bear Township, Minnesota 55110. Bids received after the time specified shall be returned unopened.

Bids shall be submitted upon the Proposal Form which is bound into the Specifications. The Specifications, Proposal Forms, and Contract are in one volume and this shall be submitted intact, in a sealed envelope plainly marked as to Title of Project and date of bid opening.

All proposals must be made in ink upon the blank bid form included in the Specifications and should give price for each item and aggregate amount for the work, and must be signed and acknowledged by the bidder in accordance with the directions in the bid form. In order to insure consideration, the bid shall be enclosed in a sealed envelope addressed to the Town Clerk/Treasurer and clearly marked as to the time and date of bid opening and the nature of the project.

Each bid must contain the full name or names and address of the bidder or bidders, and any person signing a proposal as agent of another, or of a firm, may be required to furnish legal evidence of his authority to do so. A corporation bidder must name the state in which its Articles of Incorporation are held. A partnership must give the full names and addresses of all parties.

In case a corporation submits a bid, the bid must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent may be required to present legal evidence that he has a lawful authority to sign said bid. In the event that any corporation organized and doing business

under the laws of a foreign state is the successful bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the contract is executed.

More than one bid form from an individual, firm, partnership or corporation under the same or different names will not be considered. Evidence that any bidder is interested in more than one bid for the same work will be considered sufficient cause for the rejection of all bids so affected.

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

Failure on the part of any bidder to carry out previous contracts satisfactorily, or his lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for his disqualification.

Unless otherwise specifically provided in the specifications for the improvement, bids must be made upon each and every item shown on the blank Bid Form, including all alternate items.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time specified in the Notice to Contractors. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

5. BIDDERS TO INVESTIGATE SITE

Bidders are required to submit their bids upon and following express conditions, which shall apply to and become part of every bid received, viz:

Each bidder must satisfy himself and form his own opinions by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated; must make his own interpretations and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done and the labor and materials needed, and shall make his bid in sole reliance the above mentioned. Any information or data furnished by the Owner or its representatives for the convenience of any bidder is not guaranteed. The bidder shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Town will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

6. PROPOSAL GUARANTY

Each bid shall be accompanied by a Guaranty in the form of a money order, certified check

or bid bond, payable to the order of White Bear Township, in an amount not less than five percent (5%) of the total amount of the bid. No proposal will be considered unless accompanied by the Proposal Guaranty.

In case alternate bids are called for, providing for the use of several different classes of material or types of improvement for the same work, one Proposal Guaranty in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all bids.

As soon as a contract is awarded, all Proposal Guaranties shall be returned to the bidders, except that of the successful bidder and second lowest bidder, which shall be retained until the contract has been signed and the bonds of the Contractor have been filed, approved, and accepted, which shall be within ten days of notice of award of the Contract.

If the successful bidder fails to enter into such contract in accordance with his accepted bid, or shall fail to furnish the required performance bond within ten days after notice of award, his Proposal Guaranty shall be forfeited to White Bear Township as liquidated damages.

The next best bid shall then be considered the successful bid, and that Bidder, at the discretion of the Town Board, shall be awarded the Contract.

7. WITHDRAWAL OF BIDS

After bidders have submitted bids, they shall not withdraw or cancel such bid within 35 days after opening of bids and all sums deposited or a proposal guaranty may be held by the Town for said 35 days until all of such bids submitted have been canvassed, a contract awarded and executed, and the required bonds and insurance furnished and approved.

8. EVALUATION OF BIDS

The bids from each responsible bidder will be considered on the basis of the total amount, as shown on the bid form, and awarded according to the lowest total reflecting the correct summation of all item extensions shown or as otherwise described in the Special Conditions.

The Township reserves the right to reject any or all bids or to accept the bid deemed in the best interest of the Township. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid which omits a bid on any one or more items in the price sheet may be rejected; any bid in which unit prices are obviously unbalanced may be rejected; any bid accompanied by an insufficient or irregular bid bond may be rejected; any bid which omits acknowledgment of the receipt of addendums may be rejected.

9. MATERIAL SOURCES

After the bids have been received, when requested by the Public Works Director, each bidder shall give information in writing concerning the quantity, composition and the previous use

of the materials or equipment they have bid upon as may be known to them; and samples of such materials shall be furnished when required.

10. EXECUTION OF CONTRACT

The acceptance of the bid will be a notice in writing signed by a duly authorized representative of White Bear Township. The acceptance of the bid shall bind the successful bidder to execute the contract within ten days and to be responsible for liquidated damages for failure to execute the contract. The rights and obligations provided for in the Contract shall become effective upon the parties only with its formal execution by White Bear Township.

Following action by the Town Board awarding the contract, a "Notice of Award" letter will be mailed to the Contractor together with the prepared contract agreement for his signature and return. The Notice of Award letter will specify that the Contractor submit affidavits or copies of insurance coverage and a performance bond. No contract will be executed until the required affidavits and bond are submitted and have been approved as to form by the Town Attorney.

The Notice of Award letter will not be an order to proceed. The Contractor will have no authority to perform work under this contract until all contract documents as indicated above are properly completed and placed on file at the Town Offices.

A letter to proceed with the work under this project will be mailed to the Contractor upon satisfaction of the above indicated requirements. A pre-construction conference will be scheduled thereafter.

11. CONTRACT SECURITY AND GUARANTY

The successful bidder shall be required to furnish the owner with a performance bond in the form required by law, in an amount of one hundred (100%) percent of the Contract amount, based on the lump sum bid or the anticipated quantities and unit prices, as determined by the Owner. This bond shall guarantee the proper prosecution and completion of the work by the successful bidder, and shall further guarantee the prompt payment by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work.

12. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Section 12 (Force Majeure).

13. DATA PRACTICES COMPLIANCE

Contractor shall have access to data collected or maintained by the Township as necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the Township consistent with the requirements of the Minnesota government Data Practices Act, Minn. Stat. 13.01 et seq. (the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Township. Contractor agrees to defend and indemnify the Township from any claim, liability, damage or loss asserted against Township as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the Township, as requested by the Township.

14. IC-134 FORM

A Minnesota Department of Revenue for IC-134 must be completed and received by the Township before the final payment will be issued.

15. LIEN WAIVERS

Lien waivers (Minnesota Statute 514.07) are to be provided, from all subcontractors, to the Owner before Certified Substantial Completion payment is made to the Contractor.

16. MINNESOTA RESPONSIBLE CONTRACTOR REQUIREMENTS

Any Prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project .

17. PROMPT PAYMENT TO SUBCONTRACTORS

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

18. INDEMNIFICATIONS AND INSURANCE

18.1 Hold Harmless and Indemnification

To the fullest extent permitted by law the Contractor agrees to indemnify the Township, its officers, employees, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorney's fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of the Contractor, its officers, employees or agents, Subcontractors or Independent Contractors, or any other person(s) or entity(ies) for whose acts or omissions the Contractor is legally responsible, in the performance of any of the Contractor's obligations (whether expressed or implied) under this Contract.

18.2 Governmental Limited Immunity

Notwithstanding anything to the contrary in the Contract, the Township does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes Chapter 466 or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by the Contractor or by any third party. In no event shall the Contractor assert or rely upon any such statutory limited immunity of the Township to avoid liability for any act for which the Contractor would otherwise be legally responsible.

18.3 Contractors Liability Insurance

The Contractor agrees to provide and maintain at all times during the period of this Contract, which shall be from inception until final acceptance of all conditions, such insurance coverage as set forth in this section, and to otherwise comply with the provisions that follow. Except where specifically stated otherwise, the provisions of subsections A below, shall also apply to all Subcontractors, (of all tiers) and Independent Contractors engaged by the Contractor with respect to the Work, and the Contractor shall be responsible for securing the compliance of all such Subcontractors and Independent Contractors with these provisions. It is specifically understood and agreed that the Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor or Independent Contractor to commence work under this Contract, until all insurance required under the Contract Documents is in effect, and satisfactory evidence thereof is provided to the Township's Clerk/Treasurer, as set forth below.

A) Workers Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in workers compensation policies issued in Minnesota. Contractor further agrees to require all Subcontractors and Independent Contractors to maintain Workers Compensation insurance in compliance with all applicable statutes. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement. **The Contractor shall enforce** the compliance of such Subcontractors and Independent Contractors with the above Workers Compensation insurance requirements.

B) General Liability

"Commercial General Liability Insurance" coverage (Insurance Services Office policy form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage of Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract and all other contracts relative to the Work), Independent Contractors, "XC&U", and Products –Completed Operations Liability. Such policy shall **name the Township as an additional insured thereunder**. The Contractor agrees to maintain Operations coverage as required hereunder continuously, whether on an annual liability policy year basis or otherwise, for a minimum of three (3) years after the City's final acceptance of the work.

The Contractor agrees to maintain at all times during the period of this Contract (an in the case of Completed Operations coverage for at least 3 years thereafter) a combined general liability policy limit of at least **\$1,500,000 per Occurrence**, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limits may be satisfied by the limits afforded under its Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is at least in all material respects as broad as that afforded by said underlying Commercial General Liability Policy, **and further, that the Township is also included as an additional insured there under.**

Such General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregate limits have not, as of the beginning of this contract or at anytime during such term, been reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability Policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy, which "drops down" to respond immediately over reduced

underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the Contractor's total deductible or retention amount does not cause the Contractor’s total deductible or retention for each occurrence to exceed **\$20,000**.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles (including, unless covered as “mobile equipment” or otherwise under the Contractors General Liability Policy, all cranes, boom trucks, and similar equipment) utilized by the Contractor in connection with the Work. Such policy shall provide total liability limit for combined Bodily Injury and/or Property damage in the amount of at least **\$1,500,000** per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, however that the coverage afforded under any such Umbrella Liability Policy shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and if applicable, such Umbrella Liability Policy, **shall include the Township as an Additional Insured there under**. Unless included within the scope of the Contractor's Comprehensive General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

D) Additional Insurance

The Township shall, at any time during the period of the Contract, have the right to require that the Contractor secure any additional insurance, or additional feature to existing insurance, as the Township may reasonably require for the protection of its interests or those of the public. In such event, the Contractor shall proceed with due diligence to make every good faith effort to promptly comply with any such additional requirement, which shall be considered a Township Change.

In the event that the Contractor is unable to comply with such additional insurance requirement, or with any other insurance requirement under this Contract, the Contractor shall advise the Township’s Clerk/Treasurer, in writing, of such difficulty at the earliest possible time. It is understood and agreed that the City has no obligation to actively assist the Contractor in complying with any insurance requirements, and that the Township shall not incur any liability for any advice, act or omission in connection with the Contractor's efforts to so comply, nor shall the Township be held to have waived any of its rights under this Contract by virtue of any advice and cooperation it may, at its option, grant to the Contractor while acting

in an advisory capacity.

E) Insurer Policies

All policies of insurance required under this Contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota. All such insurers must also be acceptable to the Township, such acceptance by the Township to not be unreasonably withheld. All such policies of insurance shall contain a provision requiring the insurer to provide the Township's Clerk/Treasurer with at least **10** day prior written notice of any cancellation, non-renewal, or adverse material change in coverage.

All policies of insurance required under this Contract shall be in form and content, and in all other respects, satisfactory to the Township. The Contractor shall, at all times pertinent to its performance under this Contract, exercise every good faith effort to promptly remedy any unsatisfactory term or condition with respect to any required insurance.

F) Evidence of Insurance

At least **10** days prior to the commencement of the work, the Contractor shall furnish to the Township's Clerk/Treasurer, evidence that the insurance coverage required under this Contract will be in full force and effect at all times during the period of the Contract. Such evidence of insurance shall be on the form provided by the Township to the Contractor, or in the form of a standard Certificate of Insurance, or such other form as the Township may, in its sole discretion, determine to accept as evidence of insurance. Any form so provided shall contain sufficient information to allow the Township to determine whether there is compliance with these provisions. At the request of the Township, the Contractor shall, in addition to providing such evidence of insurance, promptly furnish the Township's Clerk/Treasurer with a complete copy of each insurance policy intended to provide coverage required hereunder.

It is further understood and agreed that the Contractor shall, at the request of the Township, make every good faith effort to obtain valid certificates of Insurance evidencing current Workers Compensation coverage for all Subcontractors and Independent Contractors involved in the Project, and to promptly provide copies of such Certificates to the Township's Clerk/Treasurer.

G) Loss Information

At the request of the Township, the Contractor shall promptly furnish loss information concerning all liability claims (1) brought against the Contractor (or any predecessor business entity) arising out of any construction projects undertaken by the Contractor (or any predecessor business entity) within the three (3) years

preceding the date of this Contract and/or (2) brought against the Contactor (or any other Insured under the Contractor's required policies, that may affect the amount of liability insurance available for benefit and protection of the Township. Such loss information shall include such specifics and be in such form as the Township may reasonably require.

H) Release and Waiver

The Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of the Contractor in the Project or which may be exposed to damage, loss or injury in connection therewith.

Subject to the first paragraph of this subsection **H**, the contractor hereby releases the Township, its officials, its officers, employees, agents, and others acting on the Township's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's business or property caused by fire or other peril was caused in whole or in part by the negligence or other act or omission of the Township or other party who is to be released by the terms hereof, or by anyone for whom such a party may be responsible.

The Contractor further releases the Township, its officials, officers, employees, agents and others acting on the Township's behalf, from all claims, liability or responsibility to the Contractor, or to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss, damage or other detriment to the Contractor resulting from deductible clauses, inadequacy of substantive coverage or limits, or any other matter causing an unsatisfactory insurance response or recovery under any policy (ies) of insurance, whether property insurance or liability insurance, maintained by the Township or the Contractor in any manner in connection with the Work.

The Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver under this subsection **H** could impair any of its rights under its insurance policy (ies), and further that it is solely responsible for effecting an revision (s) to such policy (ies) as may be necessary to permit such Release and Waiver.

It is specifically understood and agreed that this subsection **H** shall apply to all Subcontractors (of all tiers) and suppliers, as well as to the Contractor.

The Contractor agrees to require all Subcontractors (of all tiers) and suppliers to execute a written Release and Waiver containing the same provisions (modified only as appropriate to the particular other party) as set forth above. The Township may

elect to provide the Contractor with an agreement form prepared and consistent with such provisions, in which event the Contractor shall use its best efforts to obtain copies of the agreement signed by all Subcontractors, and Suppliers, but failure to obtain such executed copies shall not limit or otherwise affect the application of this subsection **H** to Subcontractors and Suppliers.

I) Contractor is Responsible for Adequacy of Insurance

It is expressly understood that the Township does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liabilities **of the Contractor**.

J) Insurance Terms

Insurance terms not otherwise defined in this Contract shall be interpreted consistent with insurance industry usage.

III. SPECIAL CONDITIONS

Township Well #1 Pump Maintenance and Repair

1. Scope of Work

The work to be done under this bid includes all labor, materials, transportation, tools, supplies, and plant equipment necessary for the complete and satisfactory maintenance work and repairs of Township Well #1 pump and related appurtenances as described in these special conditions.

2. Specifications Which Apply

The special conditions contained herein shall apply together with all requirements of the Minnesota Department of Health and the State Well Code which may apply to this work.

3. Completion Schedule

The work as specified in this bid shall be started after March 20, 2018 and completed by May 25, 2018.

4. Inspection and Coordination

The White Bear Township Public Works Department will provide the necessary inspection and project coordination for this project. The Public Works Director shall be notified prior to the pump removal and disassembly.

6. Existing Pump Data

This data was taken from the latest well #1 rehabilitation project file. It is not "as-built" information but rather record information.

Well Pump #1

Motor: US Electric; 60 h.p. RPM: 1770

Pump Assembly: Gould Model: 9RCHC

Stages: 6

Flow: 500 GPM @ 280 ft TDH

Well casing diameter: 20" to 39", 12" to 365'

Well Depth: 445'

Column piping diameter: 6" (.280); Threaded and Coupled

Line Shaft diameter: 1.19" 416SS

Shaft Couplings: SS

7. Special Conditions

- a. Report - The Contractor shall keep written records of the project and report findings to the owner. These records shall include: Initial operation of well, televising of the well, inspection/recommendations of disassembled components, startup of well pump after install, and “as-set” information. Prior to the televising at the well the contractor shall scour the casing pipe a manner as approved by the Township. Payment for the work as described in this paragraph; shall be merged as part of Schedule ‘A’.
- b. Electric Motor - The contractor will remove and deliver the pump motor to a motor shop for cleaning and inspection of windings and bearings. This electrical motor work shall be considered by others, not in contract. Upon completion the necessary repairs to the motor, the contractor shall pick up, deliver and reinstall it accordingly. The work shall be considered incidental to Schedule ‘A’.
- c. Pump assembly and appurtenances - The successful contractor will remove the pump, and all related appurtenances and take to his shop for clean up and inspection. The Public Works Director or his designee will review the repairs necessary with the contractor at that time. The equipment clean up shall be done by pressure washing and sandblasting unless otherwise approved by the Township. Parts found to be good condition shall be re-assembled and reinstalled. The contractor shall be responsible to repair any damage done to the Township’s facilities, by his operations. This includes, but is not limited to wells, buildings, grounds and miscellaneous equipment. Replacement parts shall be installed as deemed necessary by the Township see 7.d Replacements Parts for under bid.

In the event that the pump is completely worn out and not worth repairing, the contractor will enter into at this time a “Schedule C” for a complete new pump, to meet the same requirements as the original one.

After the pump assembly has been re-assembled as stated above, it shall be reinstalled in the well and adjusted as necessary for operation.

Disinfection shall also be done, in accordance with Minnesota Department of Health standards, and shall be considered incidental.

Payment for removal, transportation, dis-assembly, cleanup, evaluation, repairs, re-assembly, reinstallation, and startup of the pump from top shaft coupling to foot valve shall be merged as part of Schedule ‘A’. Miscellaneous items such as oil, gaskets, lubricants, sealers, connectors, (including new nuts and bolts), shall be considered incidental to the repair and installation work.

- d. Replacement Parts - All parts replaced shall meet or exceed the specification

requirements of the original equipment and be paid for under unit prices bid in Schedule 'B'. Factory invoices for parts shall be submitted to the Township, prior to payment. If there is not a proposed unit bid item for a required part as determined by the contractor, Township or both, the contractor be compensated the invoice price plus 15% (fifteen percent), for overhead costs.

- e. Painting of repaired parts - Miscellaneous parts shall be painted after cleanup and prior to installation. Paint coats shall consist of 2 prime coats and 1 finish coat. Columns and stainless steel parts need not be painted. Payment for painting shall be considered incidental to Schedule 'A'.
- f. Evaluation of Bids - The amount quoted on Schedule 'C' shall not be included in the evaluation of the quotation. The successful net bid will be the total of schedules A & B.

**BID FORM
WELL # 1 MAINTENANCE AND REPAIR
PW W-18-01**

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL
<u>SCHEDULE 'A' Repairs</u>					
1.	Mobilization, demobilization, and all other cost not itemized hereinafter.	1	L.S.	\$ _____	\$ _____
2.	Removal, inspection, inspection report, cleaning, painting and reinstallation of electric motor for well pump #1.	1	L. S.	\$ _____	\$ _____
3.	Removal, inspection, inspection report cleaning, painting, repair and reinstallation of pump assembly for well #1, including all labor, equipment, materials, and transportation.	1	L. S.	\$ _____	\$ _____
4.	Measure depth of Well #1	1	L.S.	\$ _____	\$ _____
5.	Furnish and install Down Hole Transducer with display for #5 well. KPSI model 320 with devar display unit or approved equal. (electrical work will be completed by the Township's electrical contractor)	1	L.S.	\$ _____	\$ _____
6.	Furnish and install cable for transducer	180	L.F.	\$ _____	\$ _____
7.	Furnish and install 1" Schedule 80 PVC for Transducer.	180	L.F.	\$ _____	\$ _____
8.	Clean and paint base for #1 electric motor.	1	L.S.	\$ _____	\$ _____
9.	Cleaning by using a wire brush up and down the casing, and disinfection of column casing.	1	L.S.	\$ _____	\$ _____
Subtotal Schedule 'A'				\$ _____	

SCHEDULE 'B' Replacement Parts

1.	Packing ring and packing box bearing.	1	Each	\$ _____	\$ _____
2.	Furnish and install line shaft coupling (SS)	17	Each	\$ _____	\$ _____
3.	Furnish and install 1.44" dia. head shaft (416 SS) 10 threads/inch TBE, including repacking, and coupling.	1	L.S.	\$ _____	\$ _____
4.	Furnish and install 10'-1.19" dia. line shaft (416 SS) 12 threads/inch T&C	17	Each	\$ _____	\$ _____
5.	Furnish and install 1.19" bowl shaft (416 SS) 12 threads/inch TOE for pump assembly on well #1	1	Each	\$ _____	\$ _____
6.	Furnish and install bearing retainers (Bronze)	17	Each	\$ _____	\$ _____
7.	Furnish and install rubber line shaft bearings.	17	Each	\$ _____	\$ _____
8.	Furnish and install bowl bearings (Bronze) for pump assembly on well #1	6	Each	\$ _____	\$ _____
9.	Furnish and install wear rings (Bronze) for pump assembly on well #1	6	Each	\$ _____	\$ _____
10.	Sandblast and paint 6" Column Pipe T&C.	17	Each	\$ _____	\$ _____
11.	Furnish and install 5'-6" Column pipe TBE, Schedule 40	1	Each	\$ _____	\$ _____
12.	Furnish and install 10'-6" Column pipe T&C, Schedule 40	17	Each	\$ _____	\$ _____
13.	Furnish and install 5'-6" Column pipe T&C, Schedule 40	1	Each	\$ _____	\$ _____
14.	Furnish and install 10'-6 " suction pipe, Schedule 40	1	Each	\$ _____	\$ _____
	Subtotal Schedule 'B'			\$ _____	

Total Schedules A & B

\$ _____

Alternate:

Schedule 'C';

Furnish new pump assembly for well #1 (equal to the existing pump assembly)	1	Each	\$ _____	\$ _____
Furnish new electric motor for well pump #1	1	Each	\$ _____	\$ _____

Total Schedule "C"

\$ _____



**Town Board Meeting
February 5, 2018**

Agenda Number: 7D – New Business

Public Works Director Item:

Subject: Tire Changer & Wheel Balancer – Approve Purchase

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discuss

Based on Public Works Mechanic & Director's Review & Recommendation Approve the Purchase of a Hunter TCX57W Tire Changer, Tire Changer Collet Sets & Hunter DP00 Tire Balancer in the Amount of \$18,741.06 With \$16,000 Funding From the Town's Capital Equipment Fund & is Identified in the 2018-2027 Capital Improvement Plan & the Remaining \$2,741.06 to be Funded From the Small Tool & Equipment Fund & Authorize Execution by the Town Board Chair

MEMORANDUM

Date: January 30, 2018
To: Town Board
From: GT Magnuson, Mechanic; Dale Reed, Public Works Director
Re: Purchase of Tire Changer and Wheel Balancer

Public Works is recommending the purchase of a new Tire Changer, Tire Changer collet sets, and Wheel Balancer. In the past we have taken vehicles, mowers and trailers to an area tire service center to have new tires installed and/or tire repairs made. The current vendor for the state contract on tire services is located in the Blaine. With using a tire service provider, there are disadvantages.

- First is having staff member stay and wait for the equipment to be serviced, or do we send two staff members to drop off and pick up the equipment.
- Second is to combine a few sets of tire replacements in our own shop and calling the vendor for on site service, but then the issue lies on tying up shop space that is needed for vehicle maintenance.
- Third is when we find foreign objects in tires we typically would either take the tire off and run it to a local tire service center or put a plug in the tire for an “in-house” repair. The issue a tire plug repair is that tire can only serve as a rear tire for the rest of the life of that tire. With a new tire machine and balancer, we would be able to do the proper “in-house” repair by installing a new tire on the rim so it can be placed on the front of the vehicle.

Staff has priced both items. Two quotes were received, one from Mohawk Resources Limited for \$18,741.06 and a second from Best Buy Automotive Equipment (online sales) for \$23,428.00. Staff is recommending the purchase of a Hunter model TCX57W tire changer and a model DP00 tire balancer, and accompanying tire changer collet sets (see attached quote for details). Hunter is the lowest priced vendor for this equipment as they are the only manufacturer provides an in-state sales representative and service technician through Mohawk Resources Limited.

The tire changer and tire balancer purchase will be funded by the Town’s Capital Equipment Fund and is identified in the 2018-2027 Capital Improvement Plan for purchase in 2018 with a \$16,000 budget. The remaining balance would be funded by the Small Tool & Equipment Fund.

Action requested is to approve the purchase of a Hunter TCX57W Tire Changer, Tire Changer collet sets, and Hunter DP00 Tire Balancer, for \$18,741.06



EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 1/30/2018 by Ben Blanchette

Submitted to:

City Of White Bear TWP
 1283 Hammond RD
 SAINT PAUL, MN 55110
 (651) 747-2772

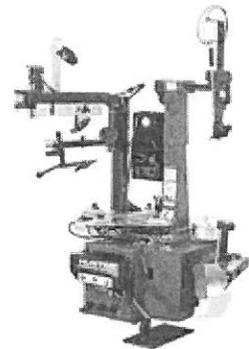
Quoted through:

MOHAWK RESOURCES LTD



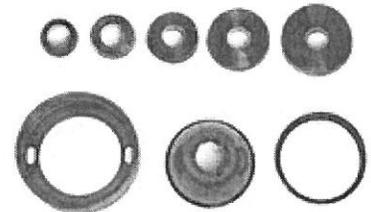
TCX57W (Mfr. sug. price: \$16,425.00) 12,824.31

Tire Changer, Leverless, Table-Top, PowerOut Bead Breaker, Automatic Swing Arm, Bead Press System, 6-30" clamping, (220v, 15a, L6-20R plug). Wheel lift.



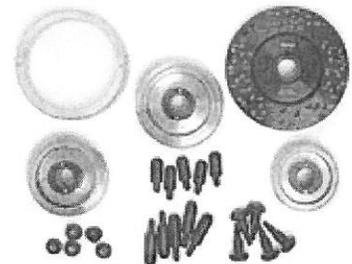
20-2989-1 (Mfr. sug. price: \$438.00) 341.98

Five collet set. Smallest bore sizes up to 3/4 ton trucks. Dual sided design reduces the possibility of damage to challenging assemblies like plastic clad wheels. Includes performance offset spacer for wide wheels and the 6" cup for trucks.



20-3116-1 (Mfr. sug. price: \$1,890.00) 1,475.67

Medium duty collet kit provides broad coverage for most medium duty applications. Does not handle the large 8 lug/8.7" bore found on some medium duty trucks. 20-3155-1 covers that application and includes 20-3116-1. Includes application chart.



DP00 (Mfr. sug. price: \$5,250.00) 4,099.10
 DSP Medium Capacity Balancer
 - (Up to 38in, 150lb Assembly, 30in Rim)
 - DC ServoDrive™
 - Digital wheel graphic display
 - Spindle Lock
 - Auto Double Dataset Arms
 - Spindle-Lok, Standard Accessories
 - Centering Check Verifies Results
 - Factory Installation and Training
 - Made in USA



Prices subject to change without notice.	Subtotal	\$18,741.06	(\$24,003.00 MSRP)
--	----------	-------------	--------------------

This proposal is good through 03/01/2018

Total investment \$18,741.06

Electrical and compressed air connections to equipment are not included on this quotation.

Estimated Delivery: 10-15 Business Days ARO

For purchase using: NJPA Awarded Contract
 Contract Number: 061015-MRL
 Contract Period: 7/21/2015 - 7/21/2019
 NJPA MEMBER ID: 31507 - WHITE BEAR TOWNSHIP

Please note: Contract prices have already been put out to Bid and the prices are guaranteed to be the lowest government prices.

Installation, training, and freight are included in this cost.

If lift gate required please add \$75.00.

Any required concrete work is to be supplied by an outside contractor or the end user and is not included in this quote.

If you have any questions regarding this quote or if you would like to place an order, please contact Ben Blanchette of Mohawk Resources at 800-833-2006 ext 37 or benb@mohawklifts.com.

This Proposal was Prepared for

Legal Name of Business

City Of White Bear TWP

Billing Address

1283 Hammond RD

City, State Zip

SAINT PAUL, MN 55110

Main Contact

Main Phone Number

(651) 747-2772

X

Approval

Items on this Proposal

- 1 TCX57W
- 1 20-2989-1
- 1 20-3116-1
- 1 DP00

Your Local Hunter Team



Rob Kelly
 Manufacturer's Representative
 Circle Pines, MN 55014
 (651) 788-2933
 mnshopsolutions@gmail.com



King, Jamey
 Technical & Training Representative
 Durand, WI
 (715) 495-3122
 hunterrepair@yahoo.com

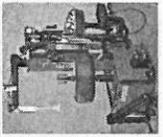


Donatell, Gregg
 Regional Manager
 (651) 437-6408
 gdonatell@hunter.com

Ben Blanchette
 MOHAWK RESOURCES LTD
 PO Box 110
 65 Vrooman Ave
 Amsterdam, NY 12010
 800-833-2006
 benb@mohawklifts.com

Total investment (Cash / Check)

\$18,741.06

ITEM DESCRIPTION	EACH	QTY	TOTAL
 <p>Corghi Artiglio Master J Touchless Tire Changer [Lift Gate Delivery?:No, I have a way to get it off the truck.][24 Hour Delivery Notice:No I do not want a 24 hour Delivery Notice] ProductCode: MasterJ</p>	\$15,030.00	1	\$15,030.00
 <p>Corghi EM9580 Plus Laserline Wheel Balancer w/LCD Monitor [Lift Gate Delivery?:No, I have a way to get it off the truck.][24 Hour Delivery Notice:No I do not want a 24 hour Delivery Notice] ProductCode: EM9580</p>	\$8,398.00	1	\$8,398.00

Click to remove an item from your cart Empty My Entire Cart
 Coupon code? Enter it here: Apply Recalculate

CALCULATE SHIPPING (optional)

Country:

State:

5 Digit Zip / Postal Code:

[Get Shipping Options](#)

Tax: \$0.00
 Total: \$23,428.00

Finance as Low as \$646 / month
 Click to Apply Now!

SINCE 1967
 Call Us Toll Free:
 844.383.4167
 OR
 877.305.2837

ESL SOLUTION SECURE SITE
POINT TO PURCHASE™

- Contact Us
- 0% Financing
- Business Lease Financing
- Alignment Lift Combos
- Combo Packages
- Promotional Specials
- Tool Promotional Specials
- Shop Advertising - Banners, Blow-Ups, Signs & More
- Gift, Novelties, & Outdoor Products

LIFTS

- Car Lifts
- 2 Post Lifts
- 4 Post Lifts
- 4 Post Heavy-Duty Lifts
- Auto Lift Accessories
- Alignment Lifts
- Motorcycle Lifts
- Parking Lifts
- Mobile Column Lifts
- Specialty Lifts
- Rotisserie & Body Carts
- Motorcycle Trailers

TIRE CHANGERS

- Motorcycle Tire Changers
- Tire Changers
- Tire Changer / Wheel

Best Buy Auto Equip... | Document | Mess... | GIKKO Jabbler



**Town Board Meeting
February 5, 2018**

Agenda Number: 7E – New Business

Subject: Northeast Youth & Family Services – Jerry Hromatka
Presentation

Documentation: None

Action / Motion for Consideration:

Jerry Hromatka Presentation / Discuss



**Town Board Meeting
February 5, 2018**

Agenda Number: 8 – 9 - 10 - 11

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