



1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
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Board of Supervisors
ROBERT J. KERMES, *Chair*
ED M. PRUDHON
STEVEN A. RUZEK

**AGENDA
PARK BOARD MEETING
JUNE 21, 2018**

1. **5:30 p.m.** Call Meeting to Order at Township Administrative Offices, 1281 Hammond Road.
2. Approve Agenda (Additions/Deletions).
3. Approve Minutes of May 17, 2018 (Additions/Deletions).

Welcome New Member – Curt Akenson

4. Park Tour Beginning at 5:30

Benson Park/Benson Airport	West Park
Rutherford Park	Bellaire Beach
Columbia Park	
5. Township Day / Movie in the Park.
6. Polar Lakes Park Improvements:
 - a. Restroom(s)
7. Emerald Ash Borer – Proposals for Services.
8. Lake Links Trail – Update.
9. Public Works Report.
10. Added Agenda Items.
11. Adjournment.

**White Bear Township's
Mission:**

To provide White Bear Township residents, businesses and visitors with reliable, high quality municipal services while serving as open and responsible stewards of the public trust.





**Park Board Meeting
June 21, 2018**

Agenda Number: 1 – 2 - 3

Subject: Call to Order at 5:30 p.m.
1281 Hammond Road

Approval of June 21, 2018 Agenda
Approval of May 17, 2018 Minutes

Documentation: June 21, 2018 Agenda
May 17, 2018 Minutes

Action / Motion for Consideration:

Approve June 21, 2018 Agenda
Approve May 17, 2018 Minutes

**MINUTES
PARK BOARD MEETING
MAY 17, 2018**

The meeting was called to order at 6:30 p.m.

Present: DeMoe, Josephson, Koster, Lee, Lombardi, Reeves; Town Board Liaison: Ruzek;
Public Works: Tholen; Planner: Riedesel; Township Day Coordinator: Lisa Beecroft.

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

APPROVAL OF MINUTES OF APRIL 19, 2018: Lee moved approval of the Minutes of April 19, 2018. DeMoe seconded. Ayes all.

TOWNSHIP DAY – MOVIES IN THE PARK: **Movies in the Park:** The Movie Bug's Life was shown. There were about 55 viewers from White Bear Township, City of White Bear Lake, Vadnais Heights and Blaine. The food truck "911" was happy with the event. The screen people are fantastic. Pollinator Alliance was present but left before anyone arrived. It was noted that there needs to be more promotion of any activity planned before the movie to let people know. The Polar Lakes Park playground and the park as a whole needs to be advertised. It was also suggested that someone volunteer to take pictures. The next Movie in the Park will be on June 9th. The movie will be "Wonder". The theme for this movie is space and inclusion. The food truck will be Up in Smoke.

Township Day: Flyers: Flyers were distributed for placement around Town, the City of White Bear Lake, and anywhere else that would be relevant. **Poster:** Angela Homic will do a poster for the event. **Entertainment:** There are contracts on file for the two bands: Jake Nelson and Power of 10. Natalie Hickman will sing the Star Spangled Banner. **Community Performances:** The community performances before the bands need to be determined. To date: Joey Flip/Harmonica lessons and student performers; Drum line; WB Orchestra; Karate; Lakeshore Players skit; Children's Performing Arts Center; Central Show Choir; Dance. **Special Features:** The special features are coming together. So far: Fireworks (Irv Hammonds) Need to get a contract nailed down; Archery (contact?); petting zoo (contact?); Tamarack Demo - \$750 SCORE funding available; Public Safety/Trucks – sandbox (PW will provide); inflatables (confirmed with John Ficcadenti); Ramsey County; NEW car show – Viking will sponsor (Jake will coordinate); bean bag tournament (Viking will sponsor again and the Bean Bag Company has the date penciled in; cornhole – Mankato sponsored; Blues Fest (is this happening again this year); Knocker Ball (cancelled). **Revenue:** Vendor applications have been mailed – also to potential sponsors; Post to the Event website – ASAP; Press release will go out ASAP. **Sponsorships:** Sponsorship opps mailed. **Silent Auction:** Need to get ideas. A gift basket will be provided and the Town's Public Safety Commission will donate a bike for the auction. **Grounds Layout:** Working on rendering. Parking will now be in the south parking lot to better display the Town Hall and prevent kids crossing street to playground. **Metropolitan Sound:** Contacted and sending an invoice. **Stage Tent:** Tent for Silent Auction/ Township (invoice on file from Feb. 13, 2018). **Signage:** Banners and signs need to be re-evaluated. New directional signs needed to accommodate new footprint. Redesign the poster (Angela Homic is doing). **Marketing/Advertising:** Angela Homic (\$125 – in progress); Midwest Art Fairs – (vendor promotion focused) \$125.00 (done). First draft was reviewed. It was suggested that the Township Day portion of the ad be placed on the top of the page and Movies in the Park on the bottom; Ski

MINUTES
PARK BOARD MEETING
MAY 17, 2018

Otters Program – Color ¼ page, 15 local shows – done; Website – done; Facebook page vs event – merge? Yes, to merging – Will work with Karen - In progress; Billboard – Clear Channel - \$1,000.00 (reserved) They will design; PR to local media and web calendars; Town Life Magazine - \$365.00 – do?; Lions Show Program - \$100.00 – do?; White Bear Press – in conjunction with Movies in the park up to \$800?. City Pages - \$200.00. Did this in the past. This is a special summer guide and is family friendly and family oriented.

Everything thing is firming up for the Township Day event. Each month updates will be provided.

POLAR LAKES PARK IMPROVEMENTS: 1) RESTROOM(S); 2) FITNESS COURT:

Restroom(s): The Town has received a cost estimate to design and construct a restroom facility in Polar Lakes Park. The cost estimate is \$320,000 - \$400,000 to construct and \$48,800 to design and oversee the project making the total cost estimate \$368,000.00 to \$448,800.00. The 2018 budget includes \$250,000 for this project. The Community Park Improvement Fund, which provides funding of new improvements to Polar Lakes Park has a current cash balance of \$248,081.12. The major funding source for the Community Park Improvement Fund is billboard revenue which is expected to be \$53,292.51 in 2018. Other funding sources could include the Park Improvement Fund which funds the replacement and improvement at existing Town parks. The fund has a cash balance of \$256,300.00 but also has \$195,000.00 of estimated improvements to fund in 2018. The only other possible funding source for this project could be the Capital Building Fund which funds current and future improvements to existing Town buildings such as the administration and public works buildings. This fund has as current cash balance of \$1,001,117.99 and has estimated expenses of \$422,800.00 in 2018.

There was discussion regarding pre-fab structures. An estimate and photos received from Romtec were reviewed. A “Design & Supply” based on the selected design criteria options are proposed to cost between \$250,000 - \$330,000 completed and installed. Romtec buildings are pre-engineered packaged building kits that are designed to meet all state and local codes for a site-built permanent structure.

The members toured Polar Lakes Park to view potential sites for a restroom(s). Areas identified were behind the concession building at the soccer fields; the wooded area by the playground and Town Office Administration building; area by the lower overflow parking lot; lower field used for soccer. There was discussion relative to unisex restroom versus gender specific restrooms. The matter will continue to be discussed at future meetings.

Fitness Court: Staff has been contacted by the National Fitness Campaign regarding grant funding available to add an outdoor fitness court to the Town’s park system. The fitness court would have several exercise components all contained in a court approximately 40’ x 40’ in size. Grant funding applications for the 2019 funding cycle are currently being accepted by the National Fitness Campaign. It appears that up to \$30,000 in funding for equipment and construction may be provided. The Town would provide the additional funding for the project. The cost for the equipment and the fitness court has not been determined but staff estimates grant funding would cover one-fourth to one-third of the project costs. If the Town supports applying for funding, a site location must be determined. Potential sites were discussed: 1) Columbia Park; 2) the area at the south corner of the multi-use soccer fields, south of the stage at Polar Lakes Park. The

MINUTES
PARK BOARD MEETING
MAY 17, 2018

Planner will talk with the National Fitness Campaign again and apply for funding for 2019. He will provide an update when information becomes available.

APPLE TREE PARK – GRAND OPENING: St. Croix Recreation provided the equipment for the park. They encountered a problem with the fitness equipment ordered but not delivered. St. Croix Recreation is willing to absorb the cost of the equipment ordered but not delivered over \$2,500. They are now pricing heavy duty equipment similar to what is in Deer Meadow Park. The additional cost to order the equipment is \$3,338 to get all the equipment planned for this park. It was the consensus that a grand re-opening of the park be put on hold until all the equipment is installed.

DeMoe moved to recommend to the Town Board to approve an additional \$3,338 for fitness equipment ordered and installed with funding from the Park Acquisition and Development Fund. Lee seconded. Ayes all.

EMERALD ASH BORER – UPDATE: Staff is finalizing the inventory of ash trees in Town parks. Twenty-four parks have been inspected to date. The following summarizes what has been found so far:

1. Ten parks do not have any ash trees.
2. The Town transplanted several trees in Town parks in the 1990's. Brandlwood, Red Pine and Meadowlands parks all had several trees spaded in. They included a total of 25 ash trees in the three parks.
3. Bellaire Beach has 22 mature ash trees.
4. Benson Park has 24 ash trees growing wild in the wooded area.
5. Polar Lakes Park has 61 ash trees.
6. Eagle Park has a row of 20"+ ash trees located on the western side of the park.
7. Bellaire Park has 12 ash trees growing in the wooded area.
8. Five remaining parks have 1-5 ash trees (Glider, Garden Creek, Longville, Moon Lake and Wright).
9. The wooded areas in Longville, 4 Seasons and Anderson parks still need to be inventoried.

It was noted that the ash trees in Polar Lakes Park should be addressed since this is a community park and well used. Comments and suggestions regarding ash trees included:

- Talk to an arborist relative to removing or treating affected trees.
- Do the project in steps if a tree shows infestation.
- Is there a type of ash tree not prone to infestation.
- Arbor Day is a good avenue to pursue regarding replacing trees.

The Planner will work with Public Works on a replacement program and provide updates as available.

VENTO TRAIL – UPDATE: The Vento Trail currently dead ends at Buerkle Road. Ramsey County is taking jurisdiction of the trail north bound between Buerkle Road and Highway 96 utilizing grant funding. The time frame for construction of the trail is 2021-2023. The trail is

MINUTES
PARK BOARD MEETING
MAY 17, 2018

proposed to follow the rail corridor. They would like a letter of support from White Bear Township stating that the Town is on board with the project.

Reeves moved to recommend to the Town Board that a letter of support be provided to Ramsey County for the Vento Trail extension between Buerkle Road and Highway 96. DeMoe seconded. Ayes all.

LAKE LINKS TRAIL – UPDATE: A final draft of the Preliminary Design Development Report has been provided. The report was done in cooperation with Ramsey County, the City of White Bear Lake and White Bear Township. There is no recommended preferred route at this time. More study will be done on through traffic. The area on the north end of Rutherford Park is being looked at for a shelter. No proposals have been discussed with the neighbors as yet. Reeves stated that he is not too keen on the design for a shelter at Rutherford Park. He feels the structure should be improved using 6" x 6" or 8" x 8" posts. He would like to see something that will last because the Town will own it. The Lake Links Trail project will be discussed as needed.

PUBLIC WORKS DIRECTOR REPORT: The Public Works Department Activity Report for the month of April 2018 was reviewed. Tholen noted there is nothing major going on at this time and provided updates on projects of interest to the Park Board. **Lift Station Upgrades.** Public Works is addressing a landscaping design to address neighbor concerns at Lift Station #3. **Apple Tree Park:** The adult fitness equipment will be installed in April. **Bellaire Beach House:** S.J. Anderson is installing roof. **Eagle Park:** Quotes have been received for the removal and replacement of the asphalt tennis courts. **Trails:** The trails along White Bear Parkway, Hammond Road, Centerville Road, Otter Lake Road, Polar Lakes Park and Columbia Park will be seal coated in 2018. **Polar Lakes Park:** A pitching mound will be constructed on Field #2.

There was discussion relative to safety in parks. Tholen stated that Public Works has a check list. Two or three times each year the parks are checked.

PARK TOUR: The Park Board annually tours several parks as part of a monthly meeting. It was the consensus that a park tour be part of the June 21st meeting. Members will meet at the Town office at 5:30 to car pool. It was the consensus that the following parks be toured: 1) Rutherford Park; 2) West Park 3) Benson Park; 4) Bellaire Beach; 5) Columbia Park.

Lee moved to adjourn the meeting at 8:47 p.m. Lombardi seconded. Ayes all.

Respectfully Submitted,

Joan J. Clemens
Recording Secretary



**Park Board Meeting
May 17, 2018**

Agenda Number:

Subject: Welcome New Member – Curt Akenson

Documentation: Oath

Action / Motion for Consideration:



**Park Board Meeting
June 21, 2018**

Agenda Number: 4

Subject: Park Tour Beginning at 5:30

Documentation:

Action / Motion for Consideration:

Benson Park/Benson Airport
Rutherford Park
Columbia Park

West Park
Bellaire Beach



WHITE BEAR
TOWNSHIP

Parks and Open Spaces

Figure 6-1

LEGEND

- County Park Property
- Township EDA Property
- Township Green Space
- Township Park Property
- Existing Neighborhood Park or Larger Facility
- Existing Playground or Small Neighborhood Park
- Proposed Neighborhood Park or Larger Facility

Lakes

Parcels

Township Limits

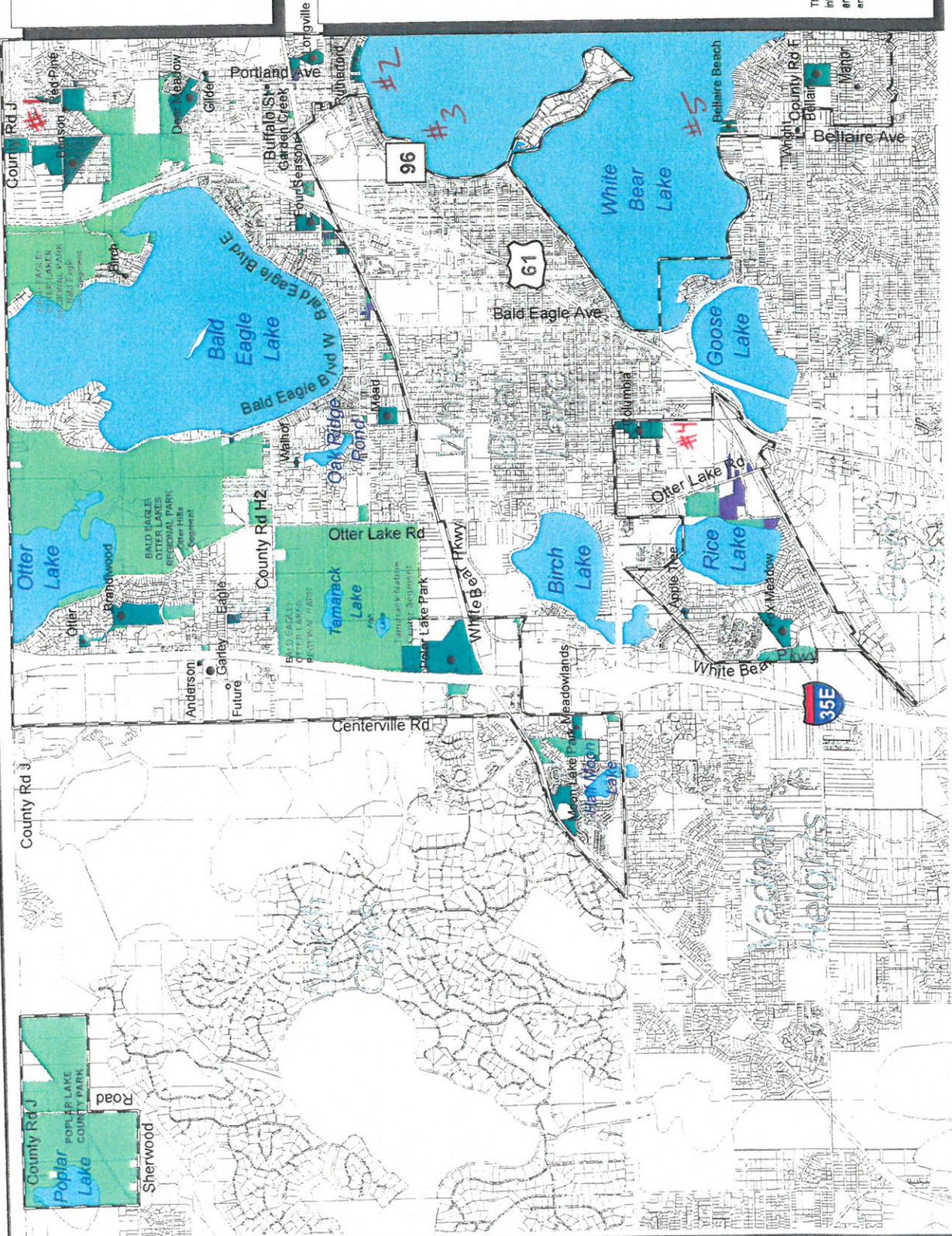


0 2,500
Feet

**For Further Information
Contact White Bear Township at
(651) 429-5827**

Limitation of Liability
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Created By: TKDA
CORPORATE ARCHITECTS PLANNERS



2018 Park Tour

- # 1 Benson's Park - Park in cul-de-sac on Red Pine Blvd.
- # 2 Rutherford Park - Park near the tennis courts at Longville Park
- #3 West Park - Park at Ramsey County Beach
- #4 Columbia Park - Park in parking lot
- #5 Bellaire Beach - Park in parking lot



WHITE BEAR
TOWNSHIP

Trail Plan

Figure 7-1

Regional Trails

-  Birch Lake (Existing)
-  Hwy 96 Lake Links Trail (Planned)
-  Highway 96 (Existing)
-  Bruce Vento (Planned)
-  Chain of Lakes - Bald Eagle (Proposed)

Local Trails

-  Existing Trail/Sidewalk
-  Future Trail/Sidewalk

Parks and Open Space

-  County Park Property
-  School District #624 Property
-  Township Green Space
-  Township Park Property
-  Co. Park Proposed Acquisition



Feet

0

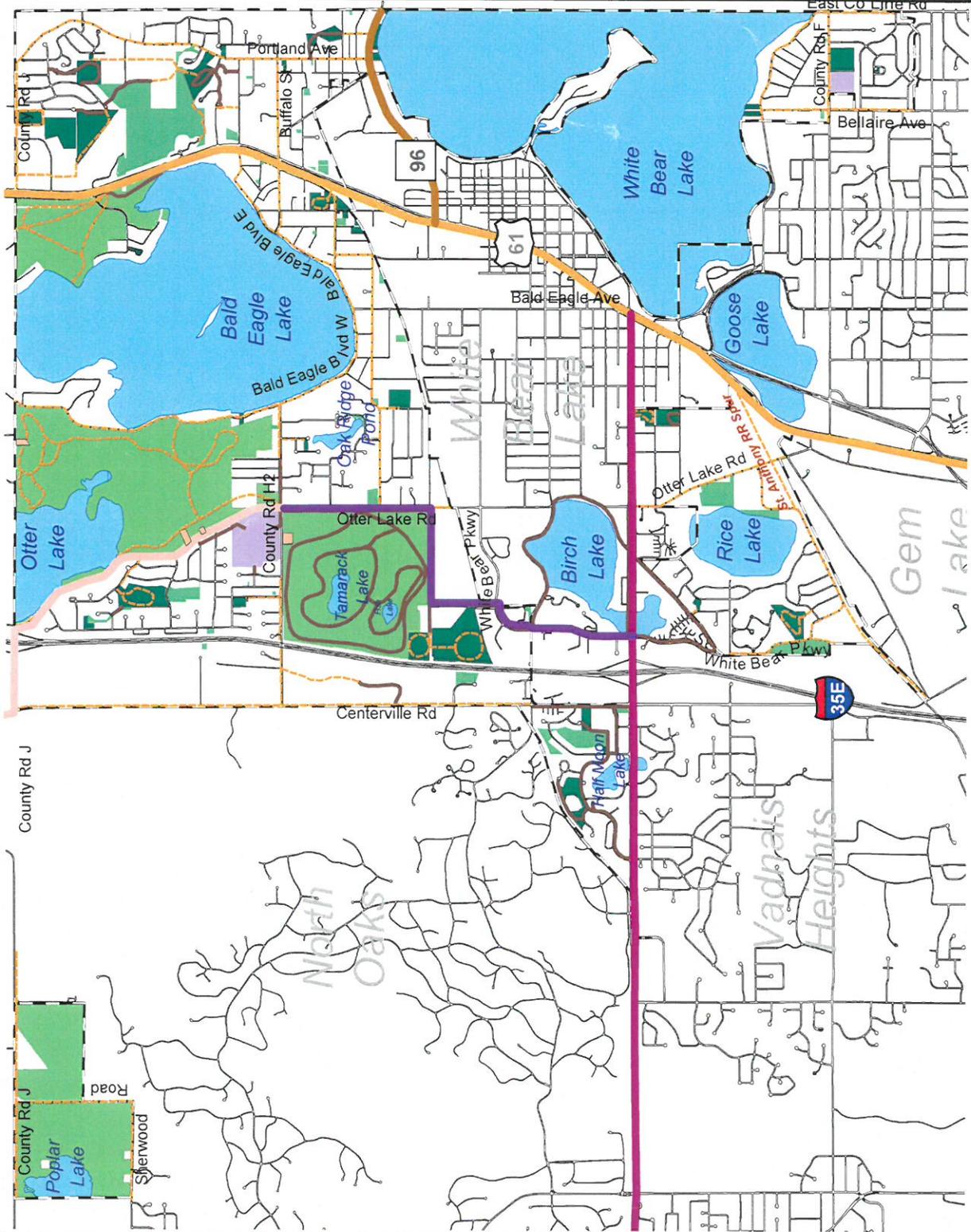
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Created By: **TKDA**
ENGINEERS - ARCHITECTS - PLANNERS





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Whitaker Wetlands Bacteria Treatment System

Quick facts:

A sub-surface treatment wetland demonstration project will be constructed adjacent to Whitaker Pond in White Bear Township, MN. Whitaker Pond captures drainage from a 640 acre area. The land use within the watershed is approximately 90% urban (residential ~74%, School/Institutions ~11% and commercial ~4%). Because the surface of Whittaker Pond is roughly 10-15 feet lower than the proposed location of the 130' x 30' treatment wetland, a packaged solar-powered pump system will be used to move water from a holding vault up to the wetland (see map below).

Funding:

This project received funding from the Environment and Natural Resources Trust Fund (ENRTF).

Reason for project:

Over 500 water bodies in Minnesota are impaired due to high levels of fecal coliform bacteria. Lambert Creek, which runs through the municipalities of White Bear Lake, White Bear Township, and Vadnais Heights has been listed on the State's Impaired Waters List for bacteria. Lambert Creek outlets into East Vadnais Lake, the drinking water reservoir for the City of St. Paul and surrounding communities. This project is a first of its kind in Minnesota and will investigate whether specially constructed wetlands can aid in the reduction of bacteria in a water system. This research and capital improvement project will build upon VLAWMO's existing bacteria source monitoring program analyzing bacteria DNA for effective treatment targeting. It will be located near Whitaker Pond, situated on the border of the City of White Bear Lake and White Bear Township. Whitaker Pond flows into Lambert Creek which then outlets into East Vadnais Lake. Due to financial constraints, this project is currently focused on providing research for determining if it is a viable option to reduce bacteria levels in a water system. If it proves successful, VLAWMO would like to pursue expansion of the project.

Construction:

The project will deliver pollutant-laden storm water to three 10 x 40 foot experimental cells. Each cell contains a different media to test their effectiveness at removing pollutants. Water is actually pumped from the system intake (see map below), and upward through the cells into the treatment wetland. The cells consist of (from the bottom up) an impermeable liner, followed by layers of gravel, sand, sorption media (unique combinations of limestone, tire crumbs, high-iron sand, and sawdust), and growth media (expanded clay, vermiculite and peat moss to promote plant growth). The total depth of each cell will be approximately 3-4'. The top of each cell will be planted with upland wetland plants (one of the three cells will have no vegetation and will serve as a control). The factors that make up the study are the thickness of the media

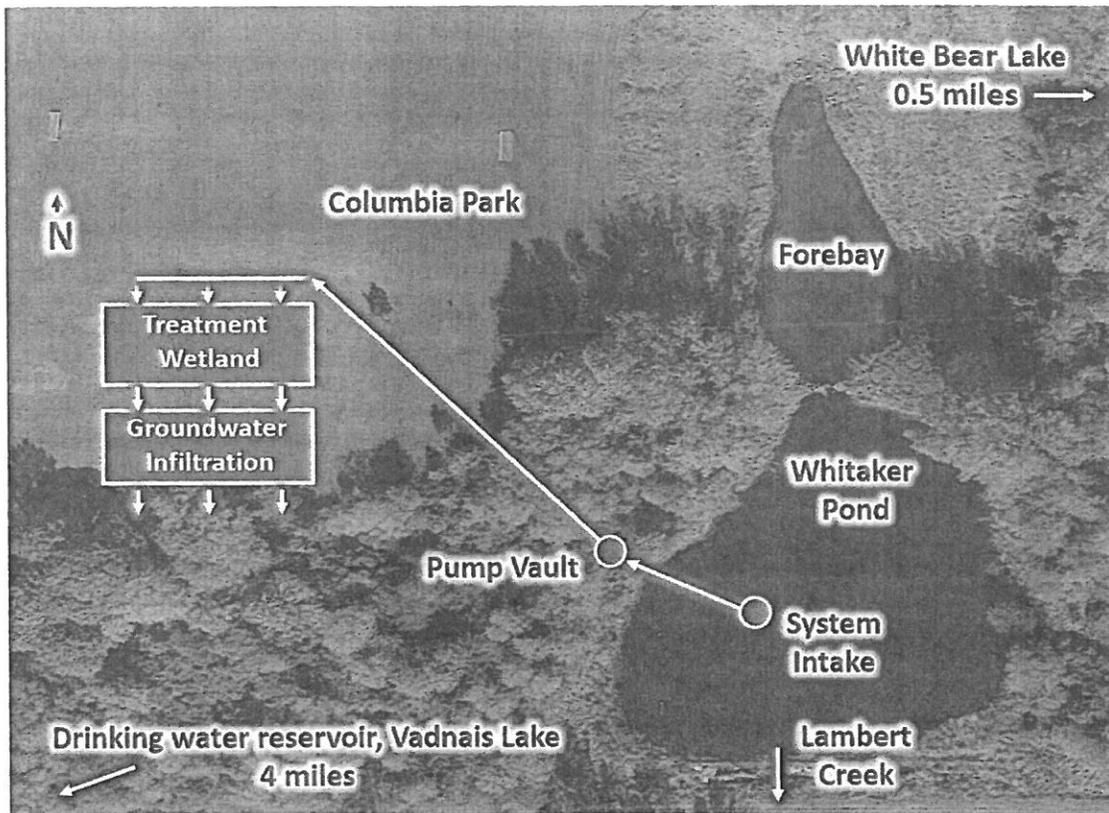
layers, the various sorption medias within the cells, and the vegetation of the cells. **Sorption** simply means the process by which one substance becomes attached to another. Unlike **absorption**, we're focusing on the exchange of particles and materials as the water passes through.

After stormwater flows from the pump and up through the experimental cells, it gets discharged to a "gallery" for groundwater recharge. The infiltration gallery is layer of a buried gravel placed over existing soil. A geotechnical investigation will characterize the local subsurface soils and identify the allowable treated water infiltration rates. The unique vertical up-flow pattern in the experimental cells will maximize pollutant removal while maintaining wet conditions in the growth media to promote plant growth. A series of monitoring ports will be installed at the interfaces between the media in each experimental cell to determine the effectiveness of the media layers (as well as the overall effectiveness of each of experimental cell) in removing different pollutants commonly found in stormwater (*E. coli* bacteria, phosphorus, nitrate, and PAHs). The results of the experiment will be assessed for pollutant removal efficiencies and applicability for stormwater treatment best management practices throughout the state.

A geotechnical investigation (winter 2017) will characterize the local subsurface soils and identify the allowable treated water infiltration rates. Construction of wetland cells will begin fall of 2017.

Results:

Monitoring to begin summer of 2018.



PROJECT IMAGE GALLERY

SEARCH PROJECTS

Show all projects

Gem Lake Fish Survey

Heritage Hall Raingarden

White Bear Lake Public Works Green Roof

Birch Lake Shoreline Restoration

A 150 foot stretch of lakeshore on Birch Lake, in White Bear Lake was improved in the summer of 2010. In 2011-2012, an additional 700 feet of shoreline was restored on either side of the original planting area.

Charley Lake Channel Restoration

The channel between Charley Lake and Pleasant Lake in North Oaks was showing signs of serious erosion.

Deep Lake Channel Restoration

This project will restore approximately 125 feet of shoreline in the Deep Lake Channel, just before it enters Pleasant Lake. The project will be completed in Fall 2015.



[See All](#)

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[Next »](#)

LOCATION

800 East Co. Rd. E
Vadnais Heights, MN 55127

 Map

CONTACT US

Phone: (651) 204-6070
Fax: (651) 204-6173
Email: office@vlawmo.org





Park Board Meeting June 21, 2018

Agenda Number: 5

Subject: Township Day / Movie in the Park

Documentation:

Action / Motion for Consideration:

Report at Meeting / Discuss

Minutes
Park Board Meeting
May 17, 2018

TOWNSHIP DAY – MOVIES IN THE PARK: Movies in the Park: The Movie Bug's Life was shown. There were about 55 viewers from White Bear Township, City of White Bear Lake, Vadnais Heights and Blaine. The food truck "911" was happy with the event. The screen people are fantastic. Pollinator Alliance was present but left before anyone arrived. It was noted that there needs to be more promotion of any activity planned before the movie to let people know. The Polar Lakes Park playground and the park as a whole needs to be advertised. It was also suggested that someone volunteer to take pictures. The next Movie in the Park will be on June 9th. The movie will be "Wonder". The theme for this movie is space and inclusion. The food truck will be Up in Smoke.

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Park Board Meeting June 21, 2018

Agenda Number: 6

Subject: Polar Lakes Park Improvements:
a. Restroom(s)

Documentation:

Action / Motion for Consideration:

Report at Meeting / Discuss

Minutes
Park Board Meeting
May 17, 2018

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Park Board Meeting June 21, 2018

Agenda Number: 7

Subject: Emerald Ash Borer - Update

Documentation: Staff Chart /
Proposal

Action / Motion for Consideration:

Report at Meeting / Discussion

Minutes
Park Board Meeting
May 17, 2018

EMERALD ASH BORER – UPDATE: Staff is finalizing the inventory of ash trees in Town parks. Twenty-four parks have been inspected to date. The following summarizes what has been found so far:

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2. The Town transplanted several trees in Town parks in the 1990's. Brandlwood, Red Pine and Meadowlands parks all had several trees spaded in. They included a total of 25 ash trees in the three parks.
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9. The wooded areas in Longville, 4 Seasons and Anderson parks still need to be inventoried.

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- Talk to an arborist relative to removing or treating affected trees.
- Do the project in steps if a tree shows infestation.
- Is there a type of ash tree not prone to infestation.
- Arbor Day is a good avenue to pursue regarding replacing trees.

The Planner will work with Public Works on a replacement program and provide updates as available.

MEMORANDUM

TO: PARK BOARD
FROM: TOM RIEDESEL
DATE: JUNE 15, 2018

SUBJECT: ASH TREE REPLACEMENT

Staff has inventoried ash trees in the Township parks and reviewed a proposal to treat the trees in order to prevent Emerald Ash Borer. The proposal will be reviewed at the June meeting. The proposal was unsolicited as the Park Board recommended removal of the trees as they die plus adding new trees in anticipation that the ash trees will eventually become infested and die.

It is recommended that trees be planted in the following parks and the ash trees be removed when infested:

- Bellaire Beach - replace the 22 ash trees with landscape quality trees
- Brandlwood Park - replace the 8 ash trees with landscape quality trees. Note: several of the maple trees could also be replaced due to their poor quality.
- Eagle Park - replace the 4 ash trees with landscape quality trees.
- Four Seasons - replace several but not all of the ash trees with landscape quality trees.
- Glider Park - replace one ash tree with a landscape quality tree.
- Meadowlands - replace the 9 ash trees with landscape quality trees.
- Polar Lakes Park - replace the 61 ash trees with landscape quality trees.
- Red Pine Park - replace the 8 ash trees with landscape quality trees.

Landscaping quality trees typically cost \$300-\$400 for balled and burlaped trees planted professionally. The trees should be placed near the ash trees to be replaced. Approximately 119 trees are recommended for replanting. At a cost of \$350 each (avg.). The total replanting cost is \$41,650. It is recommended that the planting plan be incorporated over the next 5 years.

TR/psw
cc:admin.file
b:ashtreereplacement

Example of Cost to Treat Ash Trees in Township Parks*

Park	# of Ash Trees	Size	Cost to Treat
Bellaire Beach	22	12" + (used 16-18" avg)	\$ 1,458.60
Brandlwood	8	10"	343.20
Eagle	4	20"	312.00
Four Seasons	17	12"-20" (used 16-18" avg)	1,127.10
Glider	4	12"	171.60
Meadowlands	9	12"	386.10
Polar Lakes	61	10-12"	2,616.90
Red Pine	8	10-12"	343.20
Wright	1	14"	54.60
Total Cost to Treat Recommended Trees			\$ 6,813.00

*Ash trees in natural (wooded) areas not included.

Patti Walstad

From: Tom Riedesel
Sent: Tuesday, June 5, 2018 1:37 PM
To: Patti Walstad
Subject: FW: Draft Proposal for EAB Services
Attachments: Rainbow Treecare Proposal for Professional EAB Services to White Bear Township.pdf; RTC and White Bear Township Draft Agreement for Professional Services.docx

Please print for the Park Board meeting.
Thanks!

From: Jeffrey M. Hafner [mailto:jhafner@rainbowtreecare.com]
Sent: Tuesday, June 05, 2018 12:50 PM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: Draft Proposal for EAB Services

Hi, Tom.

I have attached a draft proposal for professional services for your review. There is a word document that will allow you or your team to make changes to the agreement language to better match your goals or ideas. I have also included a PDF of the entire document which highlights the treatment pricing for trees owned by the Township (if you elect to protect any) and for trees owned by private residents (or public trees which private residents wish to protect).

Rainbow Treecare has more experience in these types of programs than any tree care company operating in the entire Midwest. We offer an unmatched depth of skill and understanding of how this program can benefit all tree owners within White Bear Township and I would welcome the opportunity to help mitigate EAB in your community.

Please let me know if you have any questions or would like to see any changes made to the agreement.

Thanks,

Jeff

Jeff Hafner, Director of Municipal Consulting
ISA Certified Arborist WE-6506A
email: jhafner@rainbowtreecare.com
cell: 612-290-4779 • direct: 952-252-0596

Please take a moment to give us your feedback!



I support [Saluting Branches](#) Arborists United for Veteran Remembrance

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made effective _____ 2018 by and between White Bear Township, 1281 Hammond Road White Bear Township, MN 55110 (the "Township") and Rainbow Tree Company (the "Contractor") whose business address is 11571 K-Tel Drive Minnetonka, MN 55343.

PRELIMINARY STATEMENT

The purpose of this agreement is to set forth terms and conditions for the provision of certain professional tree care services by the Contractor to residents and property owners within the Township, and to the Township.

The Township and the Contractor agree as follows:

1. **Contractor's Services.** The Contractor agrees to provide professional tree care services as described in Attachment A—Scope of Services and made a part of this Agreement ("the Work") at the costs set forth on Attachments B and C. If there is any conflict between the language of this document and the language of Attachment A, the language of this document prevails.
2. **Project Manager and Staffing.** The Contractor has designated Jeff Hafner to be the project superintendent for the Work. This person may be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms of this Agreement. The Contractor may not remove or replace the designated project superintendent without the Township's prior approval.
3. **Time for Performance of Services.** The Contractor must perform the Work within the timeframe set forth in the attached Scope of Services. If Contractor is delayed in performance due to any cause beyond its reasonable control, such as strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of Township, the time for performance will be extended by the period of time lost by reason of the delay.
4. **Compensation for Services.** Contractor shall be paid for the Work in the manner and at the costs described in Attachments B, C and D, which are made a part of this Agreement. A change in the Scope of Services that may increase the compensation due to Contractor will not be effective unless the Township has given prior written approval.
5. **Method of Payment.** The Contractor must submit an itemized invoice for Work provided to the owner of the property on which the services are provided. Invoices submitted for Work provided to the Township will be paid in the same manner as other invoices submitted to the Township. The Contractor must verify all statements submitted to the Township for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391.

6. **Audit Disclosure.** The Contractor must allow the Township or its duly authorized agents reasonable access to the Contractor's books and records that are pertinent to all Work provided to the Township under this Agreement, including books and records of any approved subcontractors, for six years after the effective date of this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Contractor and its subcontractors under this Agreement which the Township requests to be kept confidential must not be made available to any individual or organization without the Township's prior written approval.
7. **Data Privacy and Security.** The Contractor will take all reasonable and prudent measures to ensure the security of all data that it handles in connection with the Work. The Contractor agrees to comply with the applicable provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the Township any requests from third parties for information relating to this Agreement. The Township agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the Township, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.
8. **Document Ownership.** All finished or unfinished documents, data, and reports prepared by the Contractor related to Work for the Township will become the property of the Township upon termination of this Agreement, but Contractor may retain copies of such documents as records of the Work provided. Except to the extent that Minnesota Statutes Chapter 466 limits the Township's liability, the Township agrees to defend and indemnify the Contractor for any claims or losses resulting from the Township's use of such documents not contemplated by the parties at the time of the preparation.
9. **Term.** The term of this Agreement is from the Effective Date through October 30, 2018, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as stated in this Agreement.
10. **Termination.** This Agreement may be terminated by either party by thirty days advance written notice delivered to the other party at the address written above. Upon termination under this provision if there is no fault of the Contractor, the Contractor will be paid for Work rendered and reimbursable expenses hereunder through the effective date of termination. If however, the Township terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment will be made to the Contractor, and the Township may retain another Contractor to undertake or complete the Work.
11. **Subcontractor.** The Contractor may not enter into subcontracts for Work provided in this Agreement without the express prior written consent of the Township. The Contractor

agrees to pay any subcontractor within ten days of the Contractor's receipt of payment from the Township for undisputed services provided by the subcontractor. The Contractor must pay interest of 1.5% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For any unpaid balance of less than \$100, the Contractor must pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a.

12. **Independent Contractor.** At all times and for all purposes under this Agreement, the Contractor is an independent contractor and not an employee of the Township. No statement in this Agreement may be construed to find the Contractor an employee of the Township.
13. **Assignment.** Neither party may assign this Agreement without the written consent of the other party.
14. **Services not Provided For.** No claim for services furnished by the Contractor not specifically provided for in this Agreement will be honored by the Township or its residents.
15. **Severability.** The provisions of this Agreement are severable. If any portion is held by a court of competent jurisdiction to be contrary to law, that decision will not affect the remaining provisions of the Agreement.
16. **Entire Agreement.** The entire agreement of the parties is contained in this Agreement. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the parties relating to the same subject matter. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and signed by the parties, unless otherwise provided in this Agreement. The residents and property owners of White Bear Township who are provided Work under the terms of this Agreement are third party beneficiaries and shall have all of the rights afforded to the Township hereunder related to such Work.
17. **Compliance with Laws and Regulations.** In providing services under this Agreement, the Contractor must abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided. Any violation constitutes a material breach of this Agreement and entitles the Township to immediately terminate this Agreement.
18. **Equal Opportunity.** The contractor agrees during the life of this contract not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status,

disability, sexual orientation, or age. This contract may be cancelled or terminated by the Township, and all money due or to become due hereunder may be forfeited, for a second or subsequent violation of the terms and conditions of this paragraph. The Contractor must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

19. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
20. **Indemnification.** Contractor agrees to defend, indemnify and hold the Township, its officers, insurers and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the Work and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
21. **Insurance.** During the term of this Agreement, Contractor must maintain the following insurance and furnish a certificate of insurance. The certificate must specifically state and verify that the contractor has the required insurance coverage:
 1. Worker's Compensation Insurance
 - a. Statutory Compensation Coverage
 - b. Coverage B - Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident
 2. Automobile Liability Insurance
 - a. Minimum Limits of Liability:
 - \$1,000,000 - Per Occurrence- Bodily Injury and Property Damage Combined Single Limit.
 - b. Coverages:
 - Owned Automobile
 - Non-owned Automobile
 - Hired Automobile
 3. General Liability Insurance
 - a. Minimum Limits of Liability:

\$1,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

b. Coverages:

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X Other; if applicable, please list: _____

X White Bear Township is named as Additional Insured

The contractor must obtain insurance policy(ies) from insurance companies having an "AM Best" rating of A-(minus), Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

The contractor and authorized insurance representatives must maintain coverage in these amounts during the term of the contract and notify the Township thirty (30) days before the required insurance is cancelled or changed.

The insurance policies must name the Township as an additional insured for the services provided under this Agreement and must provide that the Contractor's coverage will be the primary coverage in the event of a loss. A certificate of insurance on the Township's approved form that verifies the existence of these insurance coverages must be provided to the Township before work under this Agreement is begun. Any policy deductibles or retention shall be the responsibility of the Contractor. No deductible greater than \$50,000 is allowed on any required insurance policy without prior approval of the Township's attorney.

21. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.

22. **Disputes.** In an effort to resolve any conflicts that arise during or following the completion of the Work described in this Agreement, the dispute will first be submitted to non-binding mediation before a mutually agreed upon third party neutral, unless the parties mutually agree otherwise. The cost of mediation will be shared equally by the parties. The parties may thereafter exercise any remedy available to them at law or in equity.

23. **Attachments**

A. Scope of Services

B. Ash Tree Injection Price Quote Form for Township Property

C. Ash Tree Injection Price Quote Form for Private Property and Unscheduled Public Property

D. Example Outreach and Communication Materials

E. EAB Treatment Guarantee

SIGNATURES

White Bear Township:
1281 Hammond Road
White Bear Township, MN 55110

By _____
(NAME/TITLE)

By _____
(NAME/TITLE)

Rainbow Treecare:
11571 K-Tel Drive
Minnetonka, MN 55343

By: _____

Name: _____

Title: _____

Attachment A—Scope of Services

Rainbow Treecare Ash Tree Injection Services to White Bear Township

Project Understanding

The Emerald Ash Borer (EAB) threatens the lives of the thousands of ash trees located in White Bear Township (the “Township”).

As the Township continues to prepare for this devastating infestation and infection, the Township has agreed to enter a contract with Rainbow Tree Company (“Rainbow Treecare”) to provide tree injection services for ash trees (“ash injections” or the “Work”) within two separate areas: Township-owned property and private property as specified herein (the “Project”).

Project Goals

- Protect ash trees from emerald ash borer infestation on Township-owned properties, including parks. Treatments of Township-owned trees will only begin after Township staff makes the decision to begin treatments.
- Provide a bulk discount program to all private property owners within White Bear Township to encourage residents to proactively inject their ash trees in order to help preserve the Township’s tree canopy and the accompanying economic and environmental benefits.

Project Areas

Area 1- Township Property

Ash trees on Township property identified by the Township as trees to receive injection treatments will begin after staff has made the decision to proceed with such Work. Unless Township staff directs otherwise, all ash injections must be completed between June 1st and September 30th of each year, or before fall leaf color, whichever occurs sooner.

- All invoices will be remitted to White Bear Township and itemized by property name and unique number assigned to each tree

Area 2 – Private Property

Homeowners will contact Rainbow Treecare directly to initiate an inspection, receive a quote and provide permission to perform the Work. The Township will not be a party to any contract between the private owner and the proposer. Any agreement with the private owner and the Rainbow Treecare shall be subject to the following terms:

- The contractor will inspect the ash trees on private property and determine whether they are appropriate for treatment
- All ash tree injections must be completed between June 1st and September 30th of each year or before fall leaf color, whichever occurs sooner
- Any variances in dates must be approved by the Township Tree Inspector
- All invoices will be remitted to the homeowner

Area 3 – Unscheduled Public Property

With approval from the Township, residents may hire Rainbow Treecare to treat trees growing on public property (Right-of-way) which are not being treated by the Township. In the event that such treatment is undertaken, this circumstance shall meet the requirements and pricing of Area 2.

Project Period and Completion Dates

The tree injection period will run from approximately June 1st—September 30th of each year. Rainbow Treecare may reserve the right to group tree injections based on geographic proximity within the injection period in order to achieve the efficiency needed to provide a discounted rate. Injections will occur on trees that have fully expanded leaves and have not reached fall senescence (fall leaf color). The Township forester or person designated by the Township Administrator reserves the right to extend or limit the time period based on seasonal conditions.

Rainbow Treecare Qualifications

Founded in 1976, Rainbow Treecare (RTC) has built a reputation on a solid commitment to the science of tree care and is uniquely positioned to offer the most comprehensive ash and elm protection services in the state. A pioneer of Dutch elm disease protection since 1976 and emerald ash borer protection since 2004, RTC has been working on a national level to develop cost-effective management solutions for EAB. RTC currently has more than 25,000 ash trees under protection with numerous government and public agency clients.

With the most International Society of Arboriculture (ISA) Certified Arborists, Board-Certified Master Arborists, and members of the American Society of Consulting Arborists in Minnesota, no other company can offer the depth of skill, experience, and knowledge of tree pest and pathogen issues.

Full-time GIS/GPS staff is available to manage tree inventory data and develop interactive maps of public and private trees, and our in-house art and marketing department can produce materials that widely and effectively communicate the Project details and assist with homeowner enrollment and involvement (examples attached).

Indemnification

Rainbow Treecare shall indemnify and hold harmless the Township and its employees, and its residents and property owners from and against all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- (a) Attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property including the loss of use resulting there from, and
- (b) Caused in whole or in part by any negligent or wrongful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them for whose acts any of them may be liable.

The Project Team

Contract Supervisor: Jeff Hafner, Certified Arborist (WE 6506-A) will act as the Contract Supervisor for this Project. Mr. Hafner, Rainbow Treecare Director of Municipal Consulting, has an Associate's Degree in Commercial Horticulture and over 20 years' experience in the horticulture industry. As a dedicated full-time employee focused on municipal and governmental forestry, Mr. Hafner is available to quickly respond to any issues that might arise throughout the contract period.

Field Inspectors: Private property tree inspections will be primarily performed by Will Lawler ISA Certified Arborist #MN-4185A.

Technicians: All treatment technicians for this Project will be drawn from the production staff at RTC and will serve the citizens of White Bear Township with a commitment to the highest level of customer service during the protection of trees located within the Township.

Equipment and Treatment Specifications

Upon request, Rainbow Treecare will demonstrate proficiency with the injection equipment and knowledge of the products used to prevent EAB.

Safety Standards: Rainbow Treecare will use work methods, safety procedures and personal protective equipment conforming to all ANSI and OSHA standards in performing the work under

this contract and will supply any Material Safety Data Sheets (MSDS) to the Township upon request.

Formulation Rates: It is the responsibility of Rainbow Treecare to follow all insecticide instructions. Any alterations in the formulations or equipment must be approved in advance by the Township forester or person designated by the Township Manager. In order to remain responsive to emerging research, the Township reserves the right to request a change in formulation rates or application methods for the duration of the contract. Any such change and additional costs incurred would be agreed to in written correspondence between the Rainbow Treecare and the Township.

Ash Trees

- 1) All injections of ash trees shall be with a liquid formulation of 4% Emamectin benzoate every two years. No substitutions of the formulations shall be allowed.
- 2) Rainbow Treecare shall inject Emamectin benzoate at the rate specified chart in Attachments (B) and (C). Determination of dosage shall be on the inches of diameter at breast height (DBH) within specific diameter classes listed in Attachment (B) and (C).
- 3) Injections must be made at the root flare to ensure the best distribution of the insecticide throughout the tree.

Equipment: Rainbow Treecare will provide all necessary equipment to complete the Work under these specifications:

- 1) Equipment will remain in proper operating condition throughout the term of the Agreement and RTC is responsible for cleaning and providing upkeep to the injection system on a daily basis. Any maintenance issues or repairs are the sole responsibility of Rainbow Treecare.
- 2) Treatment technicians will use a high-helix drill bit and must replace the drill bits after every 100 DBH inches to maintain high efficiency. Drilled holes must be the size recommended by the injection equipment manufacturer.
- 3) Injection holes on ash must be drilled to a depth of approximately 1 inch below the bark to maximize delivery of Emamectin benzoate into ash trees.
- 4) Emamectin benzoate will be injected into ash trees using current industry standard injection systems that have efficacy data that supports their use, and follow all manufacturers' specifications.
- 5) All injected trees must be tagged with the year of injection clearly indicated on the tag. Rainbow Treecare shall provide tags for all injected trees. The tags must be of a design and type that can persist on the tree for at least 3 years.

Guarantees and Warranties

Rainbow Treecare offers the following written guarantees for the treatments of ash trees for emerald ash borer:

Ash Trees

Rainbow Treecare guarantees public and private ash trees in good condition that are treated by our technicians with a 4% liquid formulation of Emamectin Benzoate will not die from an emerald ash borer infestation for two years after the treatment date. This fully transferable money back guarantee refunds the cost of the most recent treatment for any treated trees that die due to an EAB infestation within two years of treatment date. Our arborists and technicians will evaluate each ash tree prior to injection and coordinate inspections with Township staff to make sure protection is warranted. Rainbow Treecare reserves the right to treat private property ash trees in poor condition without the warranty.

A full written description of Rainbow Treecare's guaranties and warranties, including all criteria and eligibility, can be found in Attachment (E). This warranty applies to all healthy ash trees treated within the Township, regardless of ownership (public or private). Rainbow Treecare's guaranties and warranties shall survive any termination of the agreement between it and the Township.

Property Access and Notification

Rainbow Treecare shall not enter private property without having previously obtained permission from the property owner. If Rainbow Treecare personnel desire to enter private property to access trees on a Township owned property, it is their responsibility to notify the underlying property owner by knocking on the door at the time of the site visit or making a phone call ahead of time. Every attempt shall be made to contact the Township Administrator or designee to notify of the intent on accessing a Township owned site through private property.

Contract Supervision and Form of Order to Proceed

The Township shall refer residents interested in private property tree injections throughout the treatment period of June-September of each year in a format mutually agreed upon prior to the start of the Project.

Private Property Tree Inspections

Prior to recommending treatment, all proposed ash trees shall be inspected by a qualified Rainbow Treecare employee. There may be instances when a tree is not in suitable health or condition to recommend treatment. Rainbow Treecare shall have an individual experienced in communicating tree information to the general public to explain such decisions. The person assigned to inspect the trees shall be, at the very minimum, a Certified Minnesota Tree Inspector, or have a degree in forestry, or be an ISA Certified Arborist. The individual shall be qualified to diagnose emerald ash borer; and have experience evaluating tree condition. Additionally, the individual shall be able to explain the benefits and risks of all ash protection options, with regard to pollinators, water quality, human health, and tree health and condition.

Hours of Operations and Uniform

The Township reserves the right to set limits on hours of operation for Work on Saturdays, Sundays and holidays. All weekend or holiday Work must be approved by the Township administrator or his designee ahead of time. Certified applicators and GPS staff shall wear company uniform and/or a high visibility/safety vest at all times during field operations. Every vehicle associated with the Project shall display a company logo or name.

Rainbow Treecare Tree Injection Services Quote to White Bear Township

Attachment B- Ash Tree Injection Price Quote for Emamectin benzoate on City Property and in City Parks (Area 1) over two year time period at rates shown below.

Medium Rate (ml. product/tree)	Tree Diameter (DBH) Class in inches	Number of trees (A)	Price Per Tree (B)*	Price per inch (DBH)
33-48	10-12	1	\$ 42.90	\$ 3.90
54-68	13-15	1	\$ 54.60	\$ 3.90
72-93	16-18	1	\$ 66.30	\$ 3.90
97-105	19-21	1	\$ 78.00	\$ 3.90
110-120	22-24	1	\$ 89.70	\$ 3.90
125-135	25-27	1	\$ 101.40	\$ 3.90
140-150	28-30	1	\$ 113.10	\$ 3.90
155-165	31-33	1	\$ 124.80	\$ 3.90
170-180	34-36	1	\$ 136.50	\$ 3.90
185-195	37-39	1	\$ 148.20	\$ 3.90
200-210	40-42	1	\$ 159.90	\$ 3.90
215-225	43-45	1	\$ 171.60	\$ 3.90
230-240	46-48	1	\$ 183.30	\$ 3.90
245-255	49-51	1	\$ 195.00	\$ 3.90
260-270	52-54	1	\$ 206.70	\$ 3.90
275-285	55-57	1	\$ 218.40	\$ 3.90
290-300	58-60	1	\$ 230.10	\$ 3.90
305-315	61-63	1	\$ 241.80	\$ 3.90
320-330	64-66	1	\$ 253.50	\$ 3.90
335-345	67-69	1	\$ 265.20	\$ 3.90
350-360	70-72	1	\$ 276.90	\$ 3.90

Total Amount of Quote (Sum of Column B) (Number of trees x price per tree)	\$ 3,357.90
*Price reflects the middle DBH in each size class. All tree prices will be determined by price per inch (DBH)	

Name of Company: Rainbow Treecare Authorized Signature: 

Address: 11571 K-Tel Drive Date: 6/5/2018
Minnetonka, MN 55343

Phone: 952-252-0596

Rainbow Treecare Tree Injection Services Quote to White Bear Township

Attachment C- Ash Tree Injection Price Quote for Emamectin benzoate – Private Property (Area 2) and
 Unscheduled Public Property (Area 3) over two year time period at rates shown below.

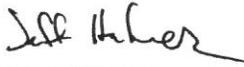
Medium Rate (ml. product/tree	Tree Diameter (DBH) Class in inches	Number of trees (A)	Price Per Tree (B)*	Price per inch (DBH)
33-48	10-12	1	\$ 63.25	\$ 5.75
54-68	13-15	1	\$ 80.50	\$ 5.75
72-93	16-18	1	\$ 97.75	\$ 5.75
97-105	19-21	1	\$ 115.00	\$ 5.75
110-120	22-24	1	\$ 132.25	\$ 5.75
125-135	25-27	1	\$ 149.50	\$ 5.75
140-150	28-30	1	\$ 166.75	\$ 5.75
155-165	31-33	1	\$ 184.00	\$ 5.75
170-180	34-36	1	\$ 201.25	\$ 5.75
185-195	37-39	1	\$ 218.50	\$ 5.75
200-210	40-42	1	\$ 235.75	\$ 5.75
215-225	43-45	1	\$ 253.00	\$ 5.75
230-240	46-48	1	\$ 270.25	\$ 5.75
245-255	49-51	1	\$ 287.50	\$ 5.75
260-270	52-54	1	\$ 304.75	\$ 5.75
275-285	55-57	1	\$ 322.00	\$ 5.75
290-300	58-60	1	\$ 339.25	\$ 5.75
305-315	61-63	1	\$ 356.50	\$ 5.75
320-330	64-66	1	\$ 373.75	\$ 5.75
335-345	67-69	1	\$ 391.00	\$ 5.75
350-360	70-72	1	\$ 408.25	\$ 5.75

<p>Total Amount of Quote (Sum of Column B) (Number of trees x price per tree) \$ 4,950.75</p> <p><small>*Price reflects the middle DBH in each size class. All tree prices will be determined by price per inch (DBH)</small></p>
--

Name of Company: Rainbow Treecare

Address: 11571 K-Tel Drive Minnetonka,
MN 55343

Phone: 952-252-0596

Authorized Signature: 

Date: 6/5/2018

Attachment D

Example Outreach and Communication Materials

Draft Direct Mail Post Card Template #1

EMERALD ASH BORER PREVENTION 

Injection Treatment Program

Treatment
LOW Cost
BIG Gain!
2 Year Protection
Treated

vs.

Removal
HIGH Cost
BIG Loss!
Un-treated

CITY-WIDE RESIDENT DISCOUNT NOW AVAILABLE!

Due to the discovery of emerald ash borer (EAB), the city of YOUR CITY has chosen Rainbow Treecare as their contractor to treat public ash trees. This includes trees along boulevards.

A city-wide discount is being offered to YOUR CITY homeowners through 2018 for trees on private property that are at least 10" in diameter and in good physical condition. **Rainbow Treecare** will inspect your tree(s) at no cost to you to determine if treatment is the best option.

Rainbow Treecare offers a money back guarantee for YOUR CITY residents if your tree dies from EAB while under continuous protection.

 EAB larvae damage on ash tree.

Your logo here 

EMERALD ASH BORER PREVENTION

Injection Treatment Program

Protecting your ash tree for **20 YEARS** is **LESS** than the cost to remove it 



Benefits of the City of YOUR CITY's Ash Injection Program:

In areas with high EAB populations, trunk injections have achieved a higher success rate, and protect the tree longer than soil-applied treatments. The city-wide bulk discount provides homeowners with an affordable option for managing their ash trees for long-term protection.

Contact Rainbow Treecare today for the city-wide discount.

952.767.6920
www.rainbowtreecare.com/YOUR-CITY

Your logo here 

Attachment D

Example Outreach and Communication Materials

Draft Direct Mail Post Card Template #2

Emerald Ash Borer Prevention
YOUR CITY's Injection Program

Citywide group discount now available!

In preparation for the inevitable arrival of emerald ash borer (EAB), the City of YOUR CITY has contracted with **Rainbow Treecare** to treat public ash trees growing along streets and in parks.

A citywide bulk discount will be offered through 2018 to YOUR CITY homeowners for trees on private property that are at least 10" in diameter and in good physical condition.

Treatment
LOW Cost **BIG** Gain!

vs.

Removal
HIGH Cost **BIG** Loss!



EAB larvae damage on ash tree.

Your logo here

Protect Your Ash Trees!

Contact **Rainbow Treecare** today to take advantage of the citywide discount.



Benefits of the City of YOUR CITY's Ash Injection Program:

In areas with high EAB populations, trunk injections have achieved a higher success rate, and protect the tree longer than soil-applied treatments. The city wide bulk discount provides homeowners with an affordable option for managing their ash trees for long-term protection.

952.767.6920 • info@rainbowtreecare.com
www.rainbowtreecare.com/YourCity

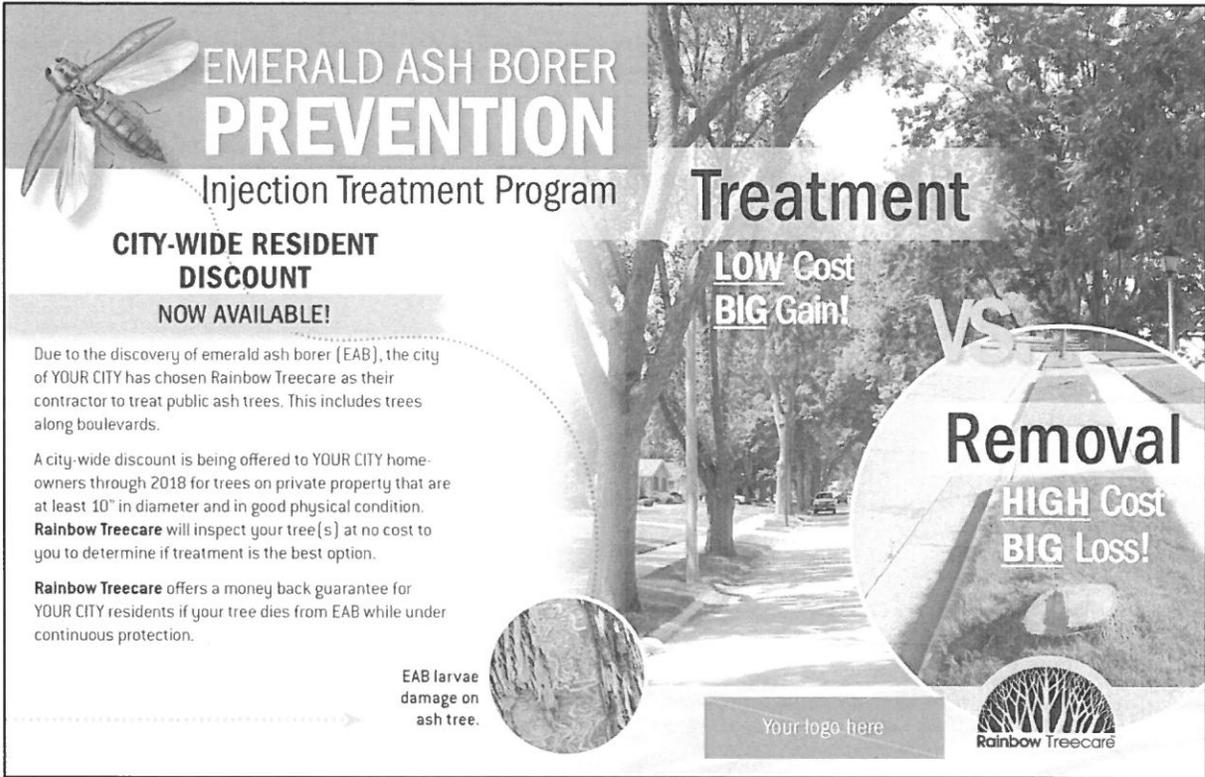
Your logo here



Attachment D

Example Outreach and Communication Materials

Draft Direct Mail Post Card Template #3



EMERALD ASH BORER PREVENTION
Injection Treatment Program

Treatment
LOW Cost
BIG Gain!

VS.

Removal
HIGH Cost
BIG Loss!

CITY-WIDE RESIDENT DISCOUNT NOW AVAILABLE!

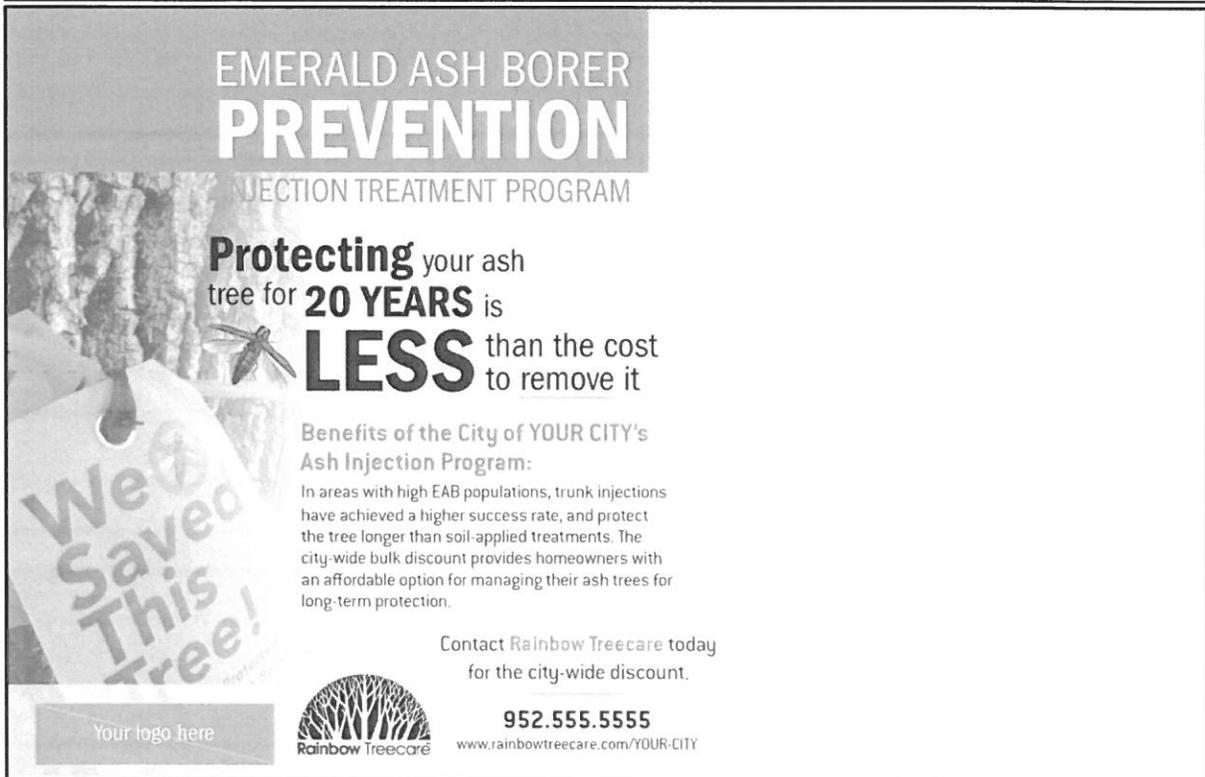
Due to the discovery of emerald ash borer (EAB), the city of YOUR CITY has chosen Rainbow Treecare as their contractor to treat public ash trees. This includes trees along boulevards.

A city-wide discount is being offered to YOUR CITY homeowners through 2018 for trees on private property that are at least 10" in diameter and in good physical condition. Rainbow Treecare will inspect your tree(s) at no cost to you to determine if treatment is the best option.

Rainbow Treecare offers a money back guarantee for YOUR CITY residents if your tree dies from EAB while under continuous protection.

EAB larvae damage on ash tree.

Your logo here



EMERALD ASH BORER PREVENTION
INJECTION TREATMENT PROGRAM

Protecting your ash tree for **20 YEARS** is **LESS** than the cost to remove it

Benefits of the City of YOUR CITY's Ash Injection Program:

In areas with high EAB populations, trunk injections have achieved a higher success rate, and protect the tree longer than soil-applied treatments. The city-wide bulk discount provides homeowners with an affordable option for managing their ash trees for long-term protection.

Contact Rainbow Treecare today for the city-wide discount.

952.555.5555
www.rainbowtreecare.com/YOUR-CITY

Your logo here



Attachment D

Example Outreach and Communication Materials

Draft City EAB Flyer Template

EMERALD ASH BORER



What is Emerald Ash Borer?
The Emerald Ash Borer (EAB) is an invasive beetle from Asia. It was first discovered in the United States during the summer of 2002 near Detroit, Michigan. EAB has quickly become one of the most destructive and costly forest insects in urban forest history. EAB larvae feed on the inner bark of ash trees which disrupts the tree's ability to transport water and nutrients. Once an ash tree is infested, it has almost zero chance of survival. The only way to protect your tree is with treatment.

EAB populations can grow exponentially each year because the beetle has few natural predators and our ash trees have limited natural defenses. When EAB is not managed, annual ash tree deaths can quickly overwhelm the resources required to remove dead and dying trees.



Is EAB in My City?
EAB was confirmed in [City Name, Month and Year]. Like most Minnesota cities, [City Name] has an abundance of ash trees growing on public and private property. A 2010 DNR survey found more than [Percentage] of trees in the Twin Cities area are ash trees.

What are the Benefits of my Ash Tree?
The environmental and economic value of trees is well documented. Mature ash trees provide a significant amount of valuable tree canopy in our community. For example, an average ash tree in [City Name] will:

- Reduce storm flooding & keep pollution from rivers and lakes
- Reduce CO2 in the atmosphere by 600 lbs- every year.
- Produce the cooling effect of ten room-size air conditioners operating twenty hours a day.

What are the Advantages of [City Name] Program?

- The city has ensured that Rainbow Treecare meets the high standards required for a contractor.
- Rainbow Treecare has fulfilled the city's requirements on staff training, years of experience, and number of licensed applicators on staff.
- You can sign up for an inspection with Rainbow Treecare any time of year.
- You will receive a property visit and consultation with an ISA certified arborist or a certified tree inspector.
- Ash tree protection is offered at a discounted rate as part of this city partnership.
- Our entire community benefits from the mature canopy preserved through city and homeowner participation.



To learn more about [City Name] Emerald Ash Borer Management Program, visit www.citywebsite.gov/edirect



Contact Rainbow Treecare to take advantage of [City Name]'s resident discount
952-767-6920 | info@rainbowtreecare.com | www.rainbowtreecare.com/edirect

Contact Rainbow Treecare to take advantage of [City Name]'s resident discount
952-767-6920 | info@rainbowtreecare.com | www.rainbowtreecare.com/edirect

Example City Landing Page



952-922-3810 | [Tree Services](#) | [Commercial](#) | [Municipal](#) | [Tree Info](#) | [Our Experts](#)

Home / St. Louis Park

St. Louis Park Discount Program for Emerald Ash Borer Prevention



Emerald Ash Borer has been confirmed near St. Louis Park in the bordering cities of Minneapolis (2010), Plymouth (2015), and Edina (2018). Like most Minnesota cities, St. Louis Park has an abundance of ash trees growing on public and private property. As a result, the city has partnered with Rainbow Treecare to treat public ash trees in parks and boulevards. **This partnership also offers a city-wide discount through 2018 for any privately owned trees in St. Louis Park.**

Contact the Experts

You can protect your ash tree for 20 years for less than the cost to remove and replace it.



Treatment
LOW Cost
BIG Gain!

VS.



Removal
HIGH Cost
BIG Loss!

What are My Choices if I have an Ash Tree?
If you have an ash tree, now is the time to decide what to do. Ash trees can either be protected or removed. St. Louis Park is encouraging residents to treat large, well-placed, healthy private ash trees as part of an EAB treatment program.



Considerations for Treatment:

Schedule your FREE consultation!

Name*

Email*

Phone*

Street Address*

Zip Code*

I would like to talk about:

Pruning / Trimming Tree / Stump Removal

Tree Health Care Emerald Ash Borer

My Lawn Unwanted Pests

2018 Emerald Ash Borer Protection Guarantee

Fact Sheet

Guaranteed to Prevent Death from Emerald Ash Borer Infestations

Your ash tree **will not die** from an Emerald Ash Borer (EAB) infestation while under our guarantee.

If your tree dies from an EAB infestation, you will be refunded your most recent EAB treatment cost(s).

Tree Will Probably Be Attacked

Trees protected from Emerald Ash Borer infestation will still be attacked. It is possible that up to 20% of the tree's canopy may decline or dieback under heavy pressure.

Proven Effective

- Proven highly effective in University research to prevent death from EAB infestation.
- Visual inspections are performed every 1-2 years.
- Important to continue treatment until beetle is no longer a threat.

Emerald Ash Borer Protection Guarantee

Rainbow Tree Company Guarantees:

- Your ash tree will not die from an Emerald Ash Borer (EAB) infestation while under our guarantee. If your ash tree dies from an EAB infestation while under guarantee, you will be refunded your most recent EAB treatment cost(s).
- We will visually inspect your protected tree(s) every 1-2 years to examine for evidence of Emerald Ash Borer infestation. This inspection may take place at the time of re-treatment. We are available to look at your tree at any time should you be concerned about its condition.
- Our trunk injected emamectin benzoate EAB guarantee will begin upon treatment and will last for two years from the date of treatment. The guarantee will not lapse if the re-treatment has been approved prior to the expiration of the two year warranty period and your account is in good standing.
- You may elect to have us auto-renew your treatment(s) for your convenience and to make sure your trees remain protected. You will still be provided the cost of treatment and notified prior to the work being performed. For those choosing not to auto-renew their treatment – you will be contacted about re-treatment in the spring of the year your tree(s) are due for re-protection.
- Trees protected from Emerald Ash Borer infestation will still be attacked by Emerald Ash Borer. It is possible that up to 20% of a tree's canopy may decline or dieback under heavy pressure. Tree removal, routine pruning or deadwood removal caused by Emerald Ash Borer larvae is NOT covered under this guarantee.



Important

- This guarantee is fully transferable to a new property owner.
- Auto-renewal ensures protection and guarantees are continuous.
- Tree removal, routine pruning or deadwood removal from EAB infestation is NOT COVERED under this guarantee.



Park Board Meeting June 21, 2018

Agenda Number: 8

Subject: Lake Links Trail - Update

Documentation:

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Minutes
Park Board Meeting
June 21, 2018

LAKE LINKS TRAIL – UPDATE: A final draft of the Preliminary Design Development Report has been provided. The report was done in cooperation with Ramsey County, the City of White Bear Lake and White Bear Township. There is no recommended preferred route at this time. More study will be done on through traffic. The area on the north end of Rutherford Park is being looked at for a shelter. No proposals have been discussed with the neighbors as yet. Reeves stated that he is not too keen on the design for a shelter at Rutherford Park. He feels the structure should be improved using 6" x 6" or 8" x 8" posts. He would like to see something that will last because the Town will own it. The Lake Links Trail project will be discussed as needed.



RUTHERFORD PARK

Bicycle Rest Area Proposal

Town of White Bear
Saputo Dairy Foods

The Lake Links trail, which will pass through Rutherford Park, is a multi-million dollar project. The first actual work since the creation of the Lake Links Association took place in Rutherford Park, and some of the most beautiful views on the entire trail will be found there. We believe that Rutherford Park is the signature spot for kicking off the trail, and celebrating the history that we all share.

TRAIL: Trails are made interesting and popular by focal points and interesting places. This proposal is to construct an open shelter in Rutherford Park adjacent to the railroad bed and trail, which will include an information kiosk; a bicycle repair station and benches, as well as a bike rack. We believe this will become the principal reference point for the Lake Links Trail. We would like this project to include at least 400' of actual trail paving to demonstrate that we're on the way!

STRUCTURE: The simple 10' x 24' structure is built with treated 6x6 posts and commonly available materials. Detailed assembly instructions will be provided and the assembly work will be done with volunteer labor, including quite possibly, the Rotarians. A sign on each end will let visitors know they are arriving at the "TOWN OF WHITE BEAR". A sign on each side will celebrate the railroad. The shape of the structure matches 19th century depot design.

HISTORY: This is part of the bed of the Minnesota and Pacific, later Stillwater, St. Paul and Pacific RR, chartered in 1857. TWB has a strong record of celebrating its history, as with the old Town Hall.

PARTNER: We hope to engage Saputo Dairy Foods as a partner. They desire to sponsor a legacy project. Their budget is sufficient for the materials needed.

RUTHERFORD PARK DEPOT – Lake Links Trail Rest Stop

Foreword

Consideration is being given to establishing a rest area and bike repair station in the Town of White Bear's Rutherford Park. This would serve pedestrians and bicyclists and be located adjacent to the rail bed of the Stillwater, St. Paul and Pacific Railroad, soon to be the route of the Lake Links Trail

This proposal is to consider a structure that evokes the railroad stations that existed from the first establishment of track in 1872. There were reportedly none stations in the Mahtomedi to White Bear Lake stretch of the railroad. To the east were Dellwood, Peninsula, and Mahtomedi. Photo's of Dellwood and Mahtomedi are enclosed. Later, Mahtomedi had a grander station, picture also enclosed. Most of the substantial stations had the typical higher middle gallery with porches on each end. We don't know the exact location of other stations, but given their number, and the fact that Rutherford Park is located right where MN Highway 96 and the railroad right of way meet, it seems inescapable that there would have been one within a few hundred feet of the spot proposed.

What is now Minnesota 96 was originally the Rum River Route, one of the very first roads anywhere in the state, which linked lumber activities in Stillwater with those in Anoka, on the Rum River. The Rum River Route was apparently established in the late 1840's, thus preceding the railroad by about 25 years. This would have been an important meeting point for these two modes of transportation. It remains an important meeting point today and will assume even greater importance when the Lake Links Trail around White Bear Lake connects to a trail along 96 from the Town of White Bear to Duluth Junction, where the Soo Line met the Great Northern and, today, the Gateway Trail meets the Browns Creek Trail.

Design Considerations

Any structure at this location must be essentially transparent so as not to restrict the magnificent views of White Bear Lake. It must be durable, and it is desired that it be relatively simple of construction so that skilled amateurs and retired professional builders can complete it easily.



**Park Board Meeting
June 21, 2018**

Agenda Number: 9

Subject: Public Works Report

Documentation:

Action / Motion for Consideration:

Report at Meeting / Discussion



**Park Board Meeting
June 21, 2018**

Agenda Number: 10 - 11

Subject: Added Agenda Items
Adjournment

Documentation:

Action / Motion for Consideration:



Park Board Meeting June 21, 2018

Subject: FYI / Items passed by the Town Board Pertaining to the Park Board

Documentation:

Minutes
Town Board Meeting
May 21, 2018

EAGLE PARK TENNIS COURT – APPROVE QUOTE FOR REPLACEMENT OF FENCING: As part of the Town's infrastructure management program, the Town budgets money in the Capital Improvement Plan to rehabilitate existing tennis courts. This year the double tennis court at Eagle Park had the old asphalt court and fencing removed. The new asphalt court will be placed early this summer. The tennis court fencing will need to be replaced. There is 448 feet of 10' tall 9 gauge galvanized chain link fence with top and bottom rails; 2 new 4' x 7' single gates with hinges and latches; all line posts will be 2-1/2" diameter with terminal posts at 3' diameter to be installed. Quotes were received from Town & Country Fence for \$17,585.00 and from Modern Fence for \$17,600.00. Both companies have completed fencing replacement projects in the Town previously. The project is identified in the 2018-2027 Capital Improvement Plan. To date, the expenses have been \$35,490.00 for the new asphalt court, an estimated \$8,500.00 for new tennis court surfacing, leaving a \$16,010.00 balance of the \$60,000.00 designated in the Park and Recreation Fund for the fencing. The \$1,575.00 shortfall can be supplemented by other projects that came in under cost from the Park and Recreation Fund.

Ruzek moved, based on Public Works Director's review and recommendation to approve the quote for the replacement of the Eagle Park tennis court fencing from Town & Country Fence in the amount of \$17,585.00 with funding from the Park and Recreation Fund, noting that this was identified in the 2018-2027 Capital Improvement Fund. Prudhon seconded. Ayes all.

The Town Board Meeting recessed at 7:50 p.m. Ruzek moved to go into Attorney-Client Closed Session at 7:50 p.m. Prudhon seconded. Ayes all.

Minutes
Town Board Meeting
May 7, 2018

5K) Re-Appoint Erik Josephson, Jason DeMoe, Scott Lombardi and Steve Reeves to Three Year Terms on the Park Board to Expire April 30, 2021;

INDEPENDENT CONTRACTOR AGREEMENT FOR TOWNSHIP DAY – APPROVE CONTRACT WITH LISA BEECROFT FROM MAY 2018 THROUGH OCTOBER 2018: The Independent Contractor Agreement for Township Day with Lisa Beecroft was reviewed by the Park Board at its April meeting. The Agreement is from May 2018 to October 2018 in the amount of \$6,000. The Agreement was

recommended for approval as submitted. Lisa Beecroft updated the Park Board at that meeting of the Township Day plans and activities in process.

Ruzek moved, based on Park Board and Staff review and recommendation to approve the Independent Contractor Agreement for Township Day with Lisa Beecroft in the amount of \$6,000 from May 2018 through October 2018 and to authorize execution by the Town Board Chair and Town Clerk. Prudhon seconded. Ayes all.

LITTLE FREE LIBRARY – BRANDLWOOD PARK – APPROVE LICENSE AGREEMENT FOR CONSTRUCTION OF A LITTLE FREE LIBRARY AT BRANDLWOOD PARK:

Justin and Elizabeth Bradshaw attended the last Park Board meeting to discuss their request to construct a Little Free Library at Brandlwood Park. The Bradshaw's lost their baby girl just before her birth and in her name, using memorial contributions they would like to give back to the community in her honor. The small library structure would be 2' x 4' on a concrete slab. They will work with the Public Works Director regarding placement of the library. After the library is installed they would like to do a dedication welcoming the neighbors and introduce them to the library. The Planner stated that there is a Little Free Library at Birch Park and a License Agreement was used for that request. He noted that a License Agreement has been drafted for the Bradshaw's request. In response to a question if he has reviewed the License Agreement, the Town Attorney stated that he has and that it is fine.

Ruzek moved, based on Park Board review and recommendation to approve the License Agreement for a Little Free Library at Brandlwood Park and to authorize execution by the Town Board Chair. Prudhon seconded. Ayes all.

LAKE LINKS TRAIL SAPUTO REST STOP – UPDATE:

The Planner reported that consideration is being given to establishing a rest area and bike repair station in Rutherford Park. This would serve pedestrians and bicyclists and be located adjacent to the old rail bed of the Stillwater, St. Paul and Pacific Railroad, soon to be the route of the Lake Links Trail. The proposal is to consider a structure that evokes the railroad stations that existed from the first establishment of tracking 1872. There were nine stations in the Mahtomedi to White Bear Lake stretch of the railroad. The design of any structure at this location must be transparent so as not to restrict the view of the lake. The proposal for the structure is a 10' x 24' structure built of treated lumber material. Seating will be in the form of benches similar to those prevailing in old train stations. It would be located immediately adjacent to the railroad bed. It will be an open structure constructed of eight posts of 6x6 treated timbers installed in the fashion of pole barn construction. The roof will be simple trusses and the inside of the roof will be flat, with cedar ceiling. Other structural materials will be treated lumber, with cedar used in trim location. The ends of the structure will carry a sign similar to such stations identifying it as the Town of White Bear Station – All Aboard. The side of the building will identify this as a transportation junction and will identify Saputo as the donor of the funds needed to build this. A photo of what the structure will look like was provided in the meeting packet. The Park Board has reviewed the proposal and will come back with formal recommendation for approval. The Planner stated that the Lake Links Trail Saputo Rest Stop proposal is for information purposes only at this point.

FOX MEADOW PARK SHELTER – APPROVE ROOF REHABILITATION QUOTE:

The Public Works Director reported that the Fox Meadow Park shelter was built in the summer of 1990 by Town staff. Since then the structural components of the shelter have been stained multiple times to prevent weathering. The asphalt shingle roof is now due for rehabilitation due to the age of the existing asphalt and due to some spot replacement of the roof decking and fascia due to moisture damage caused by the lack of a drip edge. There are also come structural bracing improvements needed to stabilize the shelter. Three quotes have been received for removing the existing asphalt shingles, adding the required 2" x 4" bracing, spot repair of the roof decking and fascia, installing standing seam steel roofing, installing steel gable ends to the roof and wrap the fascia in aluminum to make everything

maintenance free. Quotes were received from: 1) American Eagle Home Improvement for \$5,275.00; 2) SJ Anderson Construction for \$6,970.00; and 3) Patriot Metal Roofing for \$7,107.50. The project is identified in the 2018-2027 Capital Improvement Plan. There is \$5,000.00 designated funding in the Park Improvement Fund for this project. The remaining balance above the designated amount would be provided by other CIP projects that came in under budget in 2018.

Ruzek moved, based on Public Works Director's report at meeting and discussion, to approve the quote for the Fox Meadow Park shelter re-roofing project from American Eagle Home Improvement in the amount of \$5,275.00 with funding from the Park Improvement Fund. Prudhon seconded. Ayes all.