



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

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WHITE BEAR TOWNSHIP, MN 55110

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

AGENDA TOWN BOARD MEETING JULY 2, 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 June 18, 2018 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Right-of-Way Variance Request @ 5265 Grand Avenue** – Call Public Hearing for Monday, August 6, 2018 @ 7:00 p.m. to Consider a Right-of-Way Setback Variance Request.
 - B. **Administrative Driveway Variance** – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 5180 Park Avenue.
 - C. **Saputo Partnership Agreement – Rutherford Park Shelter** – Receive Agreement & Refer to Town Attorney for Review & Recommendation.
 - D. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Replace an Electric Service for a Residence at 5180 Park Avenue Including Directional Boring.
 - E. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Install Underground Coaxial Cable Line to Service a Resident at 5286 Portland Woods Including Directional Boring.
6. **Old Business:** None.
7. **Public Hearings:** None.

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.



recycled paper

8. **New Business:**

Town Engineer Item:

- A. **Bald Eagle Lake Stormwater Improvements** – Authorize Preparation of Plans & Specifications.

Public Works Item:

B. **Concrete Work @ Township Properties:**

1. Receive Quotes.
2. Approve Quote & Authorize Work.

Park Board Recommendation:

C. **LeGrandFest –**

- a) Authorize Exclusive Use of Park on Saturday, August 18, 2018 From 7:00 a.m. to 10:00 p.m. to Hold LeGrandFest
- b) Approve Agreement
- c) Authorize Execution by the Town Board Chair & Town Clerk

General Business:

- D. **Specialty Manufacturing Company/Supreme Outdoor Advertising, 5858 Centerville Road** – Presentation of Sketch Plan for Zoning Ordinance & Sign Ordinance Amendments to Permit Outdoor Advertising Signs.
- E. **Succession Planning** - Approve the Final Position Profile.

9. **Added Agenda Items.**

10. **Open Time.**

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

12. **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.



Town Board Meeting July 2, 2018

Agenda Number: 1 - 2 - 3 - 4

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

Approval of July 2, 2018 Agenda

Approval of Payment of Bills

Approval of Minutes of June 18, 2018 Town Board Meeting

Documentation: July 2, 2018 Agenda
June 18, 2018 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	July 2, 2018 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	June 18, 2018 Town Board Minutes

**MINUTES
TOWN BOARD MEETING
JUNE 18, 2018**

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

Present: Kermes and Prudhon; Clerk-Treasurer: Short; Attorney: Lemmons; Planner: Riedesel; Engineer; Studenski.

Absent: Ruzek with notice.

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

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

APPROVAL OF MINUTES OF JUNE 4, 2018 (Additions/Deletions): Prudhon moved approval of the Minutes of June 4, 2018. Kermes seconded. Ayes all.

CONSENT AGENDA: Prudhon moved approval of the Consent Agenda as follows: 5A) Approve Extension of Expiration Date of the Current Cable Franchise Agreement from November 1, 2018 to March 31, 2019 & Authorize Execution by the Town Board Chair; 5B) In Accordance with the Portland Avenue Mooring Fees Policy, Approve the Mooring Requests for the 2018 Boating Season June 1, 2018 through October 1, 2018 for 5373 & 5406 Portland Avenue & Notify Applicants Approval is Subject to Receipt of the Following: 1) Hold Harmless Agreement (with attached Certificate of Insurance); 2) Payment of \$165.00 Fee Per Site; 3) Approval From the Ramsey County Sheriff's Office; 5C) Receive Construction Activity Report. Kermes seconded. Ayes all.

OLD BUSINESS: There were no Old Business agenda items.

PUBLIC HEARING – RIGHT-OF-WAY VARIANCE REQUEST – 2360 HOXIE AVENUE TO ALLOW A HOME REMODEL & GARAGE REPLACEMENT: The Public Hearing was held at 7:05 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Kermes seconded. Ayes all. Prudhon moved to open the Public Hearing. Kermes seconded. Ayes all.

The Planner reported that the applicants are requesting approval of several variances which would allow them to add a second story to their existing home and reconstruct their garage. He presented an overhead showing the location of 2360 Hoxie Avenue which is a triangular shaped lot and abuts Hoxie Avenue and O'Connor's Alley. The lot is 7,113 square feet in area and is considered an undersized lot of record. The lot is located 14.9' from the Hoxie right-of-way at its closest point and 6.9' from the O'Connor's Alley. The area between the home and alley is partially paved. The garage is located 4.9' from the O'Connor's alley right-of-way and 3.6' from the side lot line. The variances requested are: for the home: 1) 20.1' right-of-way setback variance from Hoxie Avenue; 2) 28.1' right-of-way setback variance from O'Connor's Alley; for the garage: 1) 30.1' right-of-way setback variance from O'Connor's Alley; 2) 6.4' side yard setback variance; Green Area: 1) 27.1% green area variance. Modifications which have been made result in a 16.1% green area variance. A variance to construct the garage in its current location was approved by the Town in 1985. The impervious area on the lot is 3,713 square feet or 52.2% of the lot. The applicants would like to add a second story onto the home keeping the existing footprint. The applicants would also like to add a second story onto the garage keeping the current footprint. The Variance Board recommends that the garage be relocated shifting the angle of the garage so there is a 90° intersection for the driveway and

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alley. Shifting the location of the garage would increase the side setback and would allow removal of a portion of their existing driveway, increasing the green area on the property. By doing this the green area variance would be reduced from 27.1% to 16.1%. It was the consensus of the Variance Board that the second story addition fits the standards for approval of a variance. The Planning Commission reviewed the Variance Board's recommendations and recommends Town Board approval of the variances. Kermes asked with the relocation of the garage if access would be off O'Connor's Alley. The Planner stated that it would be. Prudhon asked about the height of the added second story to the home. The Planner stated that it will not exceed the maximum height, which is 30 feet. The Planner stated that the Code Enforcement Officer has seen the plans.

Prudhon moved to open the public comment portion of the Public Hearing. Kermes seconded. Ayes all.

Kristen Lippert Peinado, 2360 Hoxie Avenue, stated that the house is bungalow style with an unlivable attic space. They would like to have the second story as livable space. The garage will be relocated and attached to the house and will have livable space on the second story which they will use. She stated that the garage will be demolished and rebuilt using the same footprint.

There was no further public comment. Prudhon moved to close the public comment portion of the Public Hearing. Kermes seconded. Ayes all.

Prudhon moved, based on Variance Board, Planning Commission and Staff review and recommendation to approve the following variance to allow a home remodel and garage replacement at 2360 Hoxie Avenue: Home: 1) 20.1' right-of-way setback variance from Hoxie Avenue; 2) 28.1% right-of-way setback variance from O'Connor's Alley; Garage: 1) 30.1' right-of-way setback variance from O'Connor's Alley; 6.4' side yard setback variance; Green Space: 1) 16.1% green area variance. Kermes second ed. Ayes all.

PUBLIC HEARING – RIGHT-OF-WAY VARIANCE REQUEST – 5433 RIDGEWAY AVENUE TO ALLOW CONSTRUCTION OF A PORCH ON THE EAST SIDE OF THE HOME: The Public Hearing was held at 7:15 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Kermes seconded. Ayes all. Prudhon moved to open the Public Hearing. Kermes seconded. Ayes all.

The Planner reported that the Levin's are requesting approval of a 27.5' right-of-way setback and a 4' right-of-way setback variance which would allow them to construct a porch onto their existing home at 5433 Ridgeway Avenue. The Levin's home is located 7'6" from the Ridgeway right-of-way. The porch addition, which is planned to replace a deck, is located on the east side of the home. The porch addition is planned to be 12' x 40' in size. The porch is designed as an extension of the north wall of the home, which is 7'6" from the right-of-way. 27.5' of the porch is proposed to encroach into the setback area. In 2002 the Levin's were granted 29' and 33" right-of-way setback variances in order to add a second story onto the existing footprint of their one story home. In 1992 the previous homeowners were granted a 15' right-of-way setback variance which allowed construction of a deck and walkway. This deck and walkway

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is proposed to be replaced by a new porch. At that time the Town required that a walkway be constructed to access a new deck set back 20' from the right-of-way. The porch is proposed to extend along the entire length of the home. This is greater in area than the deck and walkway and would have more square footage within the setback area. The Levin lot is one-half acre in size with 115+ feet of frontage on Ridgeway Avenue. It is not considered an undersized lot of record. The home is located in the northwest corner of the lot within 8' of the Ridgeway right-of-way. An underdeveloped right-of-way exists on the west side of the home, 3' from the home. Based on the location of the home on the lot, any addition will require a right-of-way setback variance. The Variance Board discussed the proposal and noted that the addition would be no closer to the right-of-way than the existing home. They noted that the porch is proposed to be larger than the deck but will meet the standards set forth by the Zoning Ordinance to approve a variance. The Planning Commission also reviewed the proposed. The Variance Board and Planning Commission recommend approval of the variances as requested since the home is an existing non-conforming structure, the current building line will be maintained and subject to reconfiguration of the proposed eave so it is no closer to the right-of-way than the existing eave.

Prudhon moved to open the public comment portion of the Public Hearing. Kermes seconded. There was no public comment. Prudhon moved to close the public comment portion of the Public Hearing. Kermes seconded. Ayes all.

Prudhon moved, based in Variance Board, Planning Commission and Staff review and recommendation to approve the following variances to allow construction of a four seasons porch onto the east side of the home at 5433 Ridgeway Avenue: 1) 27.5' right-of-way setback variance from Ridgeway Avenue; 2) 4' right-of-way setback variance from an undeveloped right-of-way. Kermes seconded. Ayes all

PUBLIC HEARING – 5428 EAST BALD EAGLE BOULEVARD – VACATION OF EXCESS RIGHT-OF-WAY: The Public Hearing was held at 7:21 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Kermes seconded. Ayes all. Prudhon moved to open the Public Hearing. Kermes seconded. ayes all.

The Clerk reported that the property owner at 5428 East Bald Eagle Boulevard recently started construction of a new home for which the Town Board approved a variance for the construction. As part of the presentation for the variance, portions of the lot were identified as what appear as excess right-of-way. The right-of-way beyond that area belongs to Ramsey County who maintains it. The property owner has submitted a request for the vacation of the excess right-of-way. The Clerk reported that in 1994 the Ramsey County Board and their Public Works Department approached White Bear Township to describe a procedure that they have been requested to perform by individual property owners along Bald Eagle Boulevard. The lots and platting have been in place for many years and Bald Eagle Boulevard East right-of-way is random and inconsistent. There have been several requests from property owners for Ramsey County to release any right-of-way that they didn't need. Ramsey County is interested in retaining only the right-of-way needed to provide 66' centered on the existing road. The County has provided maps and a legal descriptions of the 66' right-of-way. The County has no interest in retaining any right-of-way beyond that 66'. The Clerk provided a diagram of the existing and

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proposed right-of-way. The County Board requested that the Town Board assist them in the process and the Town Board agreed to do so. Ramsey County has passed a resolution vacating anything that they may have beyond the legal description. They vacated to White Bear Township any excess right-of-way. This allows the Town to deal with the individual property owners at the local level. This request is an example of a property that has a good sized piece excess of right-of-way near the home and a narrow piece of excess right-of-way on the lake side. The request of the property owner is similar to a dozen similar requests over the past several years to officially vacate the excess right-of-way beyond what Ramsey County wishes to retain. With this request the Town will retain an easement for trail and drainage purposes over that area. Prudhon asked if this would interfere with any future road improvement for trails or sidewalk. The Clerk stated that the sixty-six foot right-of-way which the County has reserved is sufficient to meet their needs. The Town also retains trail and drainage easements over the vacated excess right-of-way. The Clerk noted that as part of the Public Hearing process notice had been sent to the Department of Natural Resources. They responded in a letter that they are not opposed to the vacation.

Prudhon moved to open the public comment portion of the Public Hearing. Kermes seconded. Ayes all. There was no public comment. Prudhon moved to close the public portion of the Public Hearing. Kermes seconded. Ayes all.

Prudhon moved, based on Staff review and recommendation to approve the vacation of excess right-of-way on East Bald Eagle Boulevard as it relates to 5428 East Bald Eagle Boulevard and to adopt Resolution Vacating Excess Right-of-way on East Bald Eagle Boulevard noting that the Town will retain an easement for repair and replacement of utilities, a bicycle/pedestrian pathway, and drainage. Kermes seconded. Ayes all.

IMPROVEMENT 2018-2 – THREE OAKS OF WHITE BEAR TOWNSHIP (FORMERLY CAMBRIDGE DOWNS): 1) APPROVE DEVELOPMENT AGREEMENT; 2) RECEIVE BIDS; 3) AWARD CONTRACT: **Approve Development Agreement:** The Clerk reported that a draft Development Agreement was provided to the North Oaks Company for review. The North Oaks Company provided comments on the Agreement which were reviewed with staff and reviewed by the Town Attorney. The Clerk reviewed the comments and the adjustments have been integrated into the Agreement.

The Town Attorney noted that while Supervisor Prudhon had abstained from voting on subdivision review for this project, he is not directly affected by the proposed public improvement project and Development Agreement being considered at tonight's meeting. There is no conflict of interest and he may vote on it.

Receive Bids and Award Contract: The Town Engineer reported that three bids were received for Improvement 2018-2: 1) EJM Pipe Services in the amount of \$1,105,670.98; 2) Geislinger & Sons for \$1,118,632.00; and 3) Kuechle Underground, Inc. for \$1,186,457.00. The Engineer's estimate for the project was \$1,265,564.00. North Oaks has reviewed the bid results and recommends that the contract be awarded to the lowest bidder, EJM Pipe Services for their total bid of \$1,105,670.98. The project will be funded by the Developer and there won't be any assessments. The Township will contribute to trunk watermain on Centerville, sanitary

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sewer stub to the south existing properties and trunk sanitary sewer extra depth as defined in the feasibility report. Engineering is still working with Ramsey County on the turn lane improvements on Centerville Road and VLAWMO regarding minimizing the amount of retaining walls to improve access and maintenance of the project. The project has an interim completion date of September 7th to finish the utilities, subbase, base, curb and non-wearing course paving within the subdivision right-of-way. The final completion date of the project is October 26, 2018.

Prudhon asked if there was any discussion of a monument sign. Mark Houge, North Oaks Company stated that since residents will be entering directly into the development they did not think that a monument sign is necessary. They are still having discussion with the builder. Mark Houge stated that the signs at the Pine Hill Development are for advertising the development and will be removed when all the lots are sold. They plan to have something similar at the Three Oaks development.

Kermes moved to approve the Development Agreement between the Town of White Bear and North Oaks Company, LLC as it relates to the plat to be known as Three Oaks of White Bear Township and to authorize execution by the Town Board Chair and Town Clerk. Prudhon seconded. Ayes all.

Kermes moved to receive bids for Improvement 2018-2. Prudhon seconded. Ayes all.

Kermes moved, based on Town Engineer review and recommendation to award the contract to the lowest bidder, EJM Pipe Services in the amount of \$1,105,670.00 Prudhon seconded. Ayes all.

LIFT STATION #10 REHABILITATION: 1) RECEIVE BIDS; 2) AWARD CONTRACT:

The Town Engineer reported that bids for the project were received on June 14, 2018 with the following results: 1) Lametti and Sons, Inc. for \$330,300.00; 2) Pember Companies, Inc. for \$357,392.00; 3) Meyer Contracting, Inc. for \$383,744.42; and 4) Penn Contracting for \$385,697.00. The Engineer's estimate for the project was \$565,100.00. TKDA will perform the construction observation for an amount not-to-exceed \$49,600.00. The project covers the re-design of the lift station, lining the forceman, improving the access and separation of the SCADA system from the adjacent well. The project has a substantial completion date of October 25, 2018 and a final completion date of November 30, 2018. The project is in the CIP and is funded through the Water Fund.

Prudhon moved to receive the bids for Lift Station #10 rehabilitation. Kermes seconded. Ayes all.

Prudhon moved, based on Town Engineer review and recommendation to award the contract to the lowest bidder, Lametti and Sons, Inc. in the amount of \$330,300.00, with funding from the Water Fund. Kermes seconded. Ayes all.

Prudhon moved to authorize TKDA to perform the construction observation for an amount not to exceed \$49,600.00. Kermes seconded. Ayes all.

PUBLIC WORKS MAINTENANCE POSITION – APPROVE HIRING OF TIMOTHY CUNNINGHAM:

The Clerk reported that with the retirement of Reed Walstad a vacant Public Works Maintenance Worker position occurred. The Town Board authorized the replacement of the vacant position at the April 16, 2018 meeting. Staff selected a pool of interviewees based on scores from the 29 applications received for the position that closed on May 18, 2018. The pool consisted of nine individuals, all of whom staff invited for an interview. One interviewee did not call back to set up an interview. Interviews were conducted on May 31st and June 1st by Township staff members Paul Peltier (Leadworker), Pete Tholen (Field Maintenance Supervisor) and Dale Reed (Public Works Director). From these eight interviewees, two were chosen for a second interview with Bob Kermes (Town Board Chair), Bill Short (Clerk-Treasurer), and Pete Tholen (Field Maintenance Supervisor) on June 8th. Following a second round of interviews, the interview team recommended a candidate for hire to fill the vacant position. The interview committee is recommending the appointment of Timothy Cunningham to fill the vacant Public Works Maintenance Works position contingent upon his passing the criminal background check, pre-employment physical and pre-employment drug and alcohol test.

Prudhon moved, based on Staff recommendation to approve the hiring of Timothy Cunningham contingent upon his passing the criminal background check, pre-employment physical and pre-employment drug and alcohol test. Kermes seconded. ayes all.

VIDEOGRAPHER SERVICES – APPROVE AGREEMENT WITH LISA SENOPOLE:

The Clerk reported that the agreement between Lisa Senopole and the Township is for videographer services providing the same compensation as previous videographers. Lisa currently video tapes the Town Board meetings. The Town Attorney has reviewed the agreement, provided his recommendations and recommends approval of the agreement.

Prudhon moved, based on Town Attorney and Staff review and recommendation to approve the Agreement between LS Pro (Lisa Senopole) and the Township of White Bear for Videographer Services and to authorize execution by the Town Board Chair and Town Clerk noting all of the Attorney recommendations have been incorporated into the Agreement. Kermes seconded. Ayes all.

OPEN TIME: Kristen Lippert Peinado, 2360 Hoxie Avenue, appeared before the Town Board with a request for information on how to request that a mother-baby swing be added at the County park on Bald Eagle Lake which is near the public boat launch. She was informed that the park is a Ramsey County Park and that staff will forward her request to them. Kristen also asked about the train that crosses Highway 61 and if there is a way to have a quieter horn. Some of the train horns do not seem to be as loud as others. She asked if there is a different sound during the night that is not so loud. It was explained that the railroad operates under federal rules and there are a number of rules dealing with train whistles at road crossings. The Town Clerk and Town Attorney will check what the process is and report back.

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

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Prudhon moved to adjourn the meeting at 8:08 p.m. Kermes seconded. Ayes all.

Respectfully Submitted,

William F. Short
Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
July 2, 2018**

Agenda Number: 5A – Consent Agenda

**Subject: Right-of-Way Variance Request @ 5265 Grand Avenue –
Call Public Hearing for Monday, August 6, 2018 @ 7:00 p.m.
to Consider a Right-of-Way Setback Variance Request**

Documentation: Public Notice

Action / Motion for Consideration:

Receive Report

Call Public Hearing for Monday, August 6, 2018 @ 7:00 p.m. to Consider
a Right-of-Way Setback Variance Request



NOTICE OF HEARING REQUEST FOR A VARIANCE FROM ORDINANCE NO. 35 (ZONING) OF THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN, That the Town Board of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, August 6, 2018 @ 7:00 p.m., to consider the following variance requests:

- 16.4' Right-of-Way Setback Variance

to allow construction of a front entryway on the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

Beginning at a point on the west line of Grand Avenue 50 feet south of the south line of 2nd Street; thence north to said south line; thence west 145.5 feet; thence south 50 feet; thence east to the beginning part of Government Lot 3 in Section 12, Township 30, Range 22, and in said White Bear Beach and the south 36 feet of Lot 2 and all of Lots 3 and Lot 4, Block 21.

(5265 Grand Avenue)

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

Given under my hand this 2nd day of July, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
July 2, 2018**

Agenda Number: 5B – Consent Agenda

Subject: Administrative Driveway Variance – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk’s Issuance of an Administrative Driveway Variance at 5180 Park Avenue

Documentation: Administrative Variance Driveway Replacement Application /
Administrative Variance Driveway Replacement

Action / Motion for Consideration:

Receive Information / Discuss

Administrative Driveway Variance – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk’s Issuance of an Administrative Driveway Variance at 5180 Park Avenue



ADMINISTRATIVE VARIANCE DRIVEWAY REPLACEMENT APPLICATION

Introduction

In accordance with Section 9-6.3(e).(3) of Ordinance No. 35, the Town Board has authorized the Town Clerk to administratively approve or deny variances for the replacement or resurfacing of existing paved driveways in "R-1" Suburban Residential and "R-2" Urban Residential zones. The driveway shall have a legal non-conforming side yard setback existing at the effective date of this Ordinance or have previously been granted a variance by the Town Board. The applicant shall provide a statement signed by affected property owners recording their approval of the requested action. Affected property owners are defined as those having a recorded legal or equitable ownership interest in property adjacent to the property to which the action relates. All variances shall be ratified by the Town Board. Upon a denial by the Town Clerk, the applicant may proceed with review of their variance request pursuant to the public hearing or public information meeting process.

APPLICANT(S) Anne D. Larsen PHONE (Home) _____
(Business) _____
(Cell) 651 303 8254

ADDRESS 2134 Park Ave
White Bear Lake

PROPERTY OWNER Anne D. Larsen

ADDRESS OF SITE 2134 Park Ave

<u>Setbacks:</u>	<u>Required:</u>	<u>Existing:</u>	<u>Requested:</u>
Side Yard	<u>10</u>	<u>0-6'</u>	<u>3-6'</u>
Front Yard	_____	_____	_____
Rear Yard	_____	_____	_____
Other (specify)	_____	_____	_____

<u>To Be Completed By Office:</u>		REVIEWED FOR CODE COMPLIANCE SUBJECT TO FIELD INSPECTION
Date Request Received _____		
By _____ (Staff Member)		APPROVED <u>WJ</u> DATE <u>6-21-18</u>
Date Application Complete _____		

STATEMENT OF AFFECTED PROPERTY OWNERS

If a signed statement is not provided by the applicant for an administrative driveway variance, the Town Clerk will be unable to review the request, and such request will be denied.

I am ^{representing} the owner of the property at 2134 Park Ave. I am requesting that the Town Clerk grant me an administrative driveway variance for the following purpose:

Replacement of existing driveway.

Paul C. [Signature]

My request will be reviewed by the Town Clerk. I must provide the Town Clerk with a statement signed by the adjacent property owners, recording their comments relative to my request. Please feel free to write below any comments you may have regarding this issue. This statement must be signed and dated.

PROPERTY OWNERS

1. Name: _____ Address: _____

Phone: (Home) _____
(Bus.) _____
(Cell) _____

Comments: _____

Date: _____ Signatures: _____ / _____

2. Name: _____ Address: _____

Phone: (Home) _____
(Bus.) _____
(Cell) _____

Comments: _____

Date: _____ Signatures: _____ / _____

FILE COPY

159:03

PARKWAY

REVIEWED FOR CODE COMPLIANCE
SUBJECT TO FIELD INSPECTION

APPROVED W DATE 8-1-08

80

99.64

34 AC.

(+19.64)

80

100.36

21 AC.

Area requires
variance

Maintain Ten Foot
Set Back

(6)

58

(+4.74)

(+20)

allow grass along
byline

(37)

FILE COPY



**ADMINISTRATIVE VARIANCE
DRIVEWAY REPLACEMENT**

Property Address:

2134 Park Ave

Pursuant to Section 9-6.3(e).(3) of Ordinance No. 35, the Town Clerk has the authority to review and approve requests for replacement of existing driveways which have non-conforming side yard setbacks, provided the applicant has supplied the necessary signatures of the affected property owner(s) abutting the side in which the variance is being requested.

The Town Clerk hereby approves the replacement of the driveway at the above address, in accordance with Section 9-6.3(e).(3).

Date: 6/26/10



WILLIAM F. SHORT, Clerk-Treasurer

Ratified by the Town Board on _____



**Town Board Meeting
July 2, 2018**

Agenda Number: 5C – Consent Agenda

**Subject: Saputo Partnership Agreement – Rutherford Park Shelter
– Receive Agreement & Refer to Town Attorney for Review &
Recommendation**

Documentation: Agreement

Action / Motion for Consideration:

Receive Information / Discuss

Receive Saputo Partnership Agreement Regarding Rutherford Park Shelter & Refer to Town Attorney for Review & Recommendation

PARTNERSHIP AGREEMENT

BETWEEN: **SAPUTO DAIRY FOODS, LLC.**, a Delaware corporation having its head office at 2711 North Haskell Avenue, Suite 3700, Dallas, TX 75204;
(hereinafter, "**Saputo**")

AND: **SPONSORSHIP PARTNER**, an entity having a place of business at **PARTNER ADDRESS**
(hereinafter, the "**X**")

(individually, a "**Party**" and, collectively, the "**Parties**")

WHEREAS X owns and operates **PROJECT** located in the **CITY, STATE**;

WHEREAS Saputo manufactures, distributes, sells and/or supplies a wide variety of dairy products;

WHEREAS Saputo wishes to support X in the **PROJECT** (the "**PROJECT NAME**") and as set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises, conditions and covenants herein, the Parties agree as follows:

1. PREAMBLE

The preamble of this partnership agreement (the "**Agreement**") forms an integral part hereof.

2. PROJECT DESCRIPTION

X undertakes to **PROJECT** by **PROJECT DETAILS**, in accordance with the project plans and the work schedule attached hereto as Schedule 1 (the "**Project**"), being understood X shall be solely responsible for carrying out the Project and for all costs and expenses incurred in connexion with the Project, except as expressly provided in the Agreement.

3. PARTNERSHIP FEE

In consideration for the execution of the Project by X, Saputo will pay an aggregate sum of **DONATION AMOUNT** (the "**Partnership Fee**") to X. The Partnership Fee shall be paid by Saputo within thirty (30) days following the execution of the Agreement by both Parties. The Parties acknowledge and agree that the payment(s) made pursuant to this Agreement are in consideration for only the partnership benefits described herein and do not replace, reduce, eliminate or otherwise abate any current obligations, financial or otherwise, that Saputo may have with the City.

4. EXCLUSIVITY

For as long as this Agreement is in effect, Saputo will be granted exclusivity in the dairy category for all partnership recognition within **PROJECT LOCATION** and in connection with the Project. Accordingly, no other dairy processor or dairy product will be associated with the Project and/or **PROJECT LOCATION** for the purpose of partnership recognition during the Term.

5. OBLIGATIONS OF SAPUTO

In consideration of the benefits set out in this Agreement, Saputo shall:

- a) Support X with payment of the Partnership Fee outlined and payable in accordance with Section 3 above;
- b) Subject to Section 9, provide a limited, non-exclusive, non-transferable, revocable license to the Marks and Trade-Marks (as such terms are hereinafter defined) exclusively for use by X in communication and promotional materials for the duration of the Term in connection with the Project;
- c) Provide all necessary visuals and materials to X for the purposes of promoting Saputo in accordance with this Agreement; and
- d) Provide approval and/or comments to X regarding communication and promotional material developed by X concerning Saputo within five (5) days of reception or any other delay mutually agreed by the parties.

6. OBLIGATIONS OF X

In consideration of the benefits set out in this Agreement, X shall:

- a) Provide all visuals and materials necessary for purposes of promoting Saputo as may be agreed to from time to time by the Parties in writing;
- b) Provide Saputo with project plans for reference prior to the execution of the Project;
- c) Subject to Section 9.4, ensure the recognition of Saputo as a contributor to the Project on all media releases related to the Project during the Term, if any;
- d) Subject to Section 9.4, ensure the recognition of Saputo as a community builder on the website of X during the Term;
- e) Subject to Section 9.3, provide Saputo with access to X's Marks for purposes of use by Saputo on promotional materials approved by X for the duration of the Term;
- f) Authorize Saputo to communicate the partnership provided hereunder through various internal and external communications tools, including but not limited to its website (www.saputo.com);
- g) Provide approval and/or comments to Saputo regarding communication and promotional material concerning X within five (5) days of reception or any other delay mutually agreed by the parties;
- h) Manufacture and install, at its sole expense, a sign in or around the PROJECT LOCATION, displaying the Saputo's Marks and/or Trade-Marks prominently. Such sign shall be installed prior to the opening ceremony, at the latest during MONTH, YEAR, and remain in place until the end of the Term. The size and specifications of

the sign shall be determined by the Parties at a later date after discussion and upon mutual agreement between the Parties.

- i) Invite Saputo's representatives to an unveiling of the **PROJECT** with the opportunity for a photo with the local officials;
- j) At all times, the representatives and members of X shall conduct themselves in a professional and upstanding manner so as to support and maintain the good name, reputation and the image of Saputo and of each and every corporation, partnership, limited partnership and any other entity that is controlled, directly or indirectly, by Saputo ("**Affiliates**") and its and their products.

7. TERM OF THE AGREEMENT

This Agreement will be effective as of MONTH DATE, YEAR (the "**Effective Date**"), and terminate on MONTH DATE, YEAR (the "**Term**").

8. TERMINATION

- 8.1. Subject to any other terms and conditions of this Agreement, either Saputo or X (the "**Terminating Party**") may terminate this Agreement upon providing to the other Party (the "**Defaulting Party**") written notice of termination (the "**Termination Notice**") if the Defaulting Party is in breach of a material obligation under this Agreement; however, if such breach can be remedied and does not cause material prejudice to the Terminating Party, then the Termination Notice shall stipulate that the Defaulting Party shall have ten (10) days following receipt of the Termination Notice (the "**Remedy Period**") to remedy the said breach, failing which this Agreement shall automatically terminate at the end of the Remedy Period.
- 8.2. Subject to any other terms and conditions of this Agreement, either Saputo or X may immediately terminate this Agreement upon providing to the other Party written notice of termination if the other Party, including its affiliates and representatives, commits or becomes involved in any activity that results in a material reputational risk to either Party, including without limitation activities which cause offence, outrage, ridicule or contempt and which otherwise may negatively affect the reputation of either Party among the public.
- 8.3. The Agreement terminates immediately upon notice by one Party to the other Party should the latter Party become bankrupt, take any step or proceeding available to it for the benefit of insolvent debtors, become insolvent or take any step or proceeding for its liquidation, dissolution or winding up.
- 8.4. Upon expiration or termination of this Agreement, for any reason whatsoever, each Party must promptly destroy all material which displays the other Party's name, logo, links or other distinct marks (the "**Marks**") and Trade-Marks and shall immediately cease all future reproduction or display of the other Party's Marks and Trade-Marks.
- 8.5. If, for any reason, this Agreement is terminated prior to the end of the Term, then X shall be deemed to have waived its right to claim any unpaid portion of the Partnership Fees. Notwithstanding the foregoing, if X is unable to substantially execute the Project within the

prescribed delays, for any reason whatsoever, X shall forthwith reimburse to Saputo the Partnership Fees upon request by Saputo. Saputo shall reserve all of its legal rights in such circumstances.

9. USE OF NAMES AND LOGOS/TRADE-MARKS

- 9.1. X and Saputo agree, subject to Sections 9.3 and 9.4, to use each other's logo to promote Saputo in connection with the Project throughout the Term of this Agreement. For clarity, as referred to in this Agreement, Saputo's logos include its corporate logo, as well as the logos of all its products.
- 9.2. The trade names, trade-marks, product ideas, brands, artwork and other symbols ("**Trade-Marks**") of Saputo are and shall remain Saputo's exclusive property. Saputo shall take all steps reasonably necessary to protect Saputo's Trade-Marks through trade-mark registrations as it deems desirable and through reasonable prosecution of infringements. X shall not do anything inconsistent with Saputo's rights in its Trade-Marks.
- 9.3. Any material, in any format, including print or web advertisement, brochures, promotional documentation, where any of X's Marks are displayed or otherwise used, shall be submitted to X for its prior written approval before it is made available to the public or circulated.
- 9.4. Any material, in any format, including print or web advertisement, brochures, promotional documentation, where any of Saputo's Marks or Trade-Marks are displayed, mentioned or otherwise used, shall be submitted to Saputo for its prior written approval before it is made available to the public or circulated.

10. LICENCE ON MATERIALS

- 10.1. X hereby grants to Saputo and the Affiliates a perpetual, royalty-free and non-assignable license (the "**License**") on any and all works of every nature and kind (the "**Works**"), including, without limitation, pictures, videos and other materials that X, its employees or other agents, including, without limitation, independent third party contractors (1) creates in connection with this Agreement or any other agreement between X and Saputo, and (2) chooses to provide, at its discretion, from time to time to Saputo in connection with the Agreement or any other agreement between the parties.
- 10.2. X further confirms, acknowledges and agrees to the following with respect to the License:
 - (a) at the request of Saputo, acting reasonably, X will execute any documents that may reasonably be required by Saputo or its counsel to give full effect to this License; and
 - (b) none of the Works will infringe upon any rights of third parties, including, without limitation, such rights relating to intellectual and industrial property, such as copyright or trade-marks.
- 10.3. X confirms, acknowledges and agrees that all persons under its control, including, without limitation, X's members, shareholders, directors, officers, employees and other agents, including, without limitation, independent third party contractors, shall comply with all of the foregoing obligations relating to the Works and the License. For greater certainty, X agrees and confirms that: (i) it has obtained all requisite consents and assignment of rights from its employees and agents involved in the production of the Works; (ii) all individuals featured in any

of the Works have provided their consent; and (iii) upon request from Saputo, X shall provide any and all documentation it has in its possession to evidence the foregoing.

- 10.4. The License shall survive the termination or expiration of this Agreement, shall ensure to the benefit of Saputo's successors and assigns, and shall be binding on any and all of X's successors and assigns.

11. INDEMNITIES

- 11.1. Subject to the next sentence, each Party agrees to indemnify, defend, and hold harmless the other Party, its Affiliates, and their directors, officers, employees and agents (the "**Indemnified Parties**"), from and against all claims, damages, losses and expenses which any of the Indemnified Parties may incur, including injury to, or death of, any person or on account of damage to real or personal property, or any other claim directly arising from or relating to the acts or omissions of either Party and its agents, or performing any of its obligations under this Agreement, except to the extent that such damage or claim was caused by the negligence or misconduct of the other Party or any agent, employee or contractor acting on its behalf. In no event shall either Party be liable to the other for any consequential, incidental, special reliance or indirect damages (including without limitation lost revenue and lost profits), whether such claim is based in contract or tort.

12. INSURANCE

- 12.1. X shall have and keep in force, at its own expense, for as long as is necessary to fulfill its indemnity obligations set forth in Section 11 above, comprehensive commercial general liability insurance written on an occurrence basis (including, its "umbrella" policy written on a follow form basis over the commercial general liability coverage) covering such indemnity obligations, with a minimum limit of not less than three million dollars (\$3,000,000) per occurrence, including general liability/commercial, personal injury, including death, and property damage. Within thirty (30) days from the execution of this Agreement, X will provide to Saputo a completed certificate(s) of insurance reflecting (i) the required coverage and (ii) that such policy or policies will not be changed or cancelled by the insurer without at least thirty (30) days' prior written notice by X and (iii) adding Saputo as an additional insured and providing evidence thereof.
- 12.2. Saputo, its directors, officers, employees and agents as well as the Affiliates, will be listed as additional insured and the policy will be endorsed with a cross liability endorsement. The insurance specified herein will be primary (and/or umbrella) insurance and will protect Saputo for all losses covered by the indemnities set forth in Section 10 above.

13. CONFIDENTIAL INFORMATION

- 13.1. X and Saputo agree that prior to and/or during the Term of this Agreement certain confidential information not generally available to the public (the "**Confidential Information**") including but not limited to, product recipes, specifications and formulations and/or information relating to assets, suppliers, clients, pricing, marketing strategies, business strategies, operations' strategies, and sales information, may have been and/or will be provided by one Party (the "**Disclosing Party**") to the other Party or its respective employees, agents, principals or representatives (collectively, the "**Recipient**") regarding the Disclosing Party and its related businesses. The Recipient hereby agrees to maintain in confidence and not use or disclose the Confidential Information to any third party other than as agreed to in writing by the Disclosing

Party.

- 13.2. These restrictions will not apply to the disclosure of Confidential Information by the Recipient which is required by law; was already known to the Recipient through lawful means prior to disclosure; was in the public domain at the time it was disclosed or becomes publicly available to the Recipient after disclosure through lawful means; was independently developed by the Recipient; or, was disclosed to the Recipient by a third party who had the right to make disclosure. The Recipient agrees that the obligation to keep the Confidential Information confidential will continue after the termination of this Agreement.

14. COMPLIANCE WITH LEGAL AND ETHICAL STANDARDS

- 14.1. X has and will continuously maintain in effect its own policies and procedures to ensure that its representatives conduct themselves in a manner that complies with all applicable laws and regulations, including all laws and regulations with regards to protection against bribery, antitrust and fair competition, and follows standards of ethical and professional behaviour and will enforce such standards when appropriate. Without limiting the generality of the foregoing, X and its affiliates and its and their respective directors, officers, employees, agents, subcontractors, advisors and other representatives (collectively, together with X, the "**X Group**") shall at all times comply with the Employee Code of Conduct attached hereto as Schedule 2, including in the performance of X's obligations under this Agreement and with respect to any other X has or may in the future have with Saputo and the Affiliates, as well as, their respective directors, officers, shareholders, employees, agents, subcontractors, advisors and other representatives (collectively, together with Saputo and its Affiliates, the "**Saputo Group**"). In addition to the foregoing, X and X Group may not and shall not offer any gift or advantage to Saputo or the Saputo Group. X shall be responsible for the compliance with this Section 14 by the other persons within X Group, and shall be liable to Saputo for any breach thereof by such persons.

15. GENERAL TERMS.

- 15.1. **Interpretation.** The preamble to this Agreement and Schedule 1 and 2, attached hereto, form an integral part of this Agreement as if herein recited at length in full.
- 15.2. **Amendments.** An amendment to the Agreement shall not be binding unless it is made in writing and signed by all the Parties.
- 15.3. **Relationship of the Parties.** The Parties agree their relationship shall under no circumstance be considered that of partner, joint venture or employee and that neither Party may make any representations or warranties on behalf of or bind the other Party.
- 15.4. **Notices.** Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally, by fax, by email with proof of receipt or by prepaid registered or certified mail, addressed:

In the case of notice to X:

X
ADDRESS
CITY, STATE, ZIP
Email ADDRESS
Attention: PRIMARY CONTACT, TITLE

And in the case of notice to Saputo as follows:

Saputo Dairy Foods, LLC.
2711 North Haskell Avenue, Suite 3700
Dallas, TX 75204
Email: Debbie.Braden@Saputo.com
Attention: Debbie Braden, Internal Communications Manager

With a copy to:

Saputo Inc.
6869 Metropolitan Boulevard East
St. Leonard, Quebec
H1P 1X8
Fax: 514-328-3322
Attention: Executive Vice President, Legal Affairs

Notwithstanding the foregoing, the Parties may, in the normal course of business, communicate by email with respect to matters related to the Project.

- 15.5. **Assignment.** The Parties will not assign their interests under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld, except that Saputo may assign its interests under this Agreement without the prior written consent of X, provided such assignment is made to an Affiliate. For purposes of this Agreement, a transfer of control of either Party will be deemed to constitute an assignment of such Party's interests under this Agreement. This Agreement shall ensure to the benefit of each of the Parties hereto, and to their respective successors and permitted assigns.
- 15.6. **Governing Laws.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the STATE, as well as the laws of United States, applicable therein.
- 15.7. **Jurisdiction.** Further, the Parties elect as venue for any claim or litigation arising out of or in connection with this Agreement, the courts having jurisdiction over the CITY, STATE, and the Parties specifically exclude any other courts or jurisdictions which could have authority over the same subject matter.
- 15.8. **Authority to Bind.** X hereby represents and warrants to Saputo that: (a) it has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by X pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby; and (b) the execution of this Agreement by X will not result in conflict with or breach any contractual obligations of X with third parties

IN WITNESS THEREOF, the Parties hereto have executed this Agreement with effect on the Effective Date:

SAPUTO DIARY FOODS USA, LLC

X

Per: Paul Corney

Per: PRIMARY CONTACT

Title: President & COO

Title: TITLE

CONFIDENTIAL

Project Milestone	Date
<ul style="list-style-type: none">• Project plan development• Approval by X	<ul style="list-style-type: none">• March 1, 2017
<ul style="list-style-type: none">• Secure funding• Signature of the contract	<ul style="list-style-type: none">• March 31, 2017
<ul style="list-style-type: none">• Start construction phase	<ul style="list-style-type: none">• Summer 2017
<ul style="list-style-type: none">• Construction finalized	<ul style="list-style-type: none">• Fall 2017
<ul style="list-style-type: none">• Opening ceremony	<ul style="list-style-type: none">• Fall 2017 (date TBC)

CONFIDENTIAL

SCHEDULE 2

PURPOSE:

The X expects its employees to conduct themselves in a manner that reflects X's commitment to the principles of honesty, integrity, objectivity, diligence, and professionalism in delivering services to the public. This Code is consistent with the X's values of Respect, Accountability and Dedication.

X employees must follow standards of ethical and professional behaviour in the course of their work to ensure that public confidence and trust is maintained. This code establishes standards designed to promote and protect the public interests through honest and ethical conduct which enhances public confidence and trust in the integrity, objectivity and impartiality of X.

APPLICATION:

This policy applies to all employees of the Corporation of X.

DEFINITIONS:

X Property - all real property, X vehicles, equipment, material, supplies, hardware, software, intellectual property and documents, including electronic versions thereof.

X Vehicle - X vehicles are as defined in the Fleet Policy.

Confidentiality - ensuring that information is accessible only to those authorized to have access

Conflict of Interest – a situation in which private or personal considerations, including pecuniary interests and personal interests, could affect an employee's judgement in acting in the best interest of the Corporation.

Nominal Value - with a face or retail value of less than \$50

Pecuniary interests - interests that have a direct or indirect financial impact and include any matter in which the employee has a financial interest, or in which the employee is a shareholder, director or senior officer or holds controlling interest in a corporation and that corporation has a financial interest or in which the employee is a partner of a person or is in the employment of a person that has a financial interest, or in which a parent, spouse, same sex partner or child of an employee has a financial interest, if known to the employee.

Personal interests - involve forms of advantage other than financial such as seeking an appointment, promotion or transfer within the Corporation on behalf of a family member.

POLICY

The X strives to protect all of our employees, vendors, customers and the public from any illegal or damaging actions committed by employees either knowingly or unknowingly.

All X employees are required to comply with this policy and be aware of the policies, procedures, laws and regulations that affect their job. While this Code of Conduct cannot cover every situation, employees of the X are expected to exercise sound judgment and contact their supervisor for clarification or advice when uncertain.

RESPONSIBILITIES

Management Staff must:

- Promote an environment in which employees demonstrate standards of ethical and professional behaviour
- Take appropriate steps to ensure employees are aware of and act in compliance with this Code of Conduct and related policies
- Demonstrate behaviours that are consistent with the Code of Conduct
- Support staff members in adherence to the Code of Conduct

- Establish and maintain adequate systems, procedures and controls for the operation which support compliance with this Code of Conduct
- Deal in a fair and expeditious manner with any allegations of Code of Conduct violations, in consultation with Human Resources
- Begin an investigation into an allegation within five business days or as soon as possible after receiving an allegation in writing which is signed by the complainant.

Employees must:

- Sign a document acknowledging that they have read and understand the Code of Conduct, and that they agree to comply with its provisions
- Seek clarification from management or Human Resources if uncertain about any information contained in this Policy
- Adhere to the standards of behaviour outlined in this Policy

The Human Resources Department must:

- Maintain the Code of Conduct and related human resources policies
- Provide information and education relating to the Code of Conduct
- Provide advice on matters that are related to the Code of Conduct
- Support management in the investigation of alleged breaches of the Code of Conduct
- Determine, in conjunction with Management, the appropriate disciplinary action for confirmed breaches

CONDUCT

Employees are expected to:

Respect

- Work together to promote a workplace built on trust, accountability and openness
- Be fair and civil and operate in a climate of mutual respect
- Not manipulate or conceal information
- Treat the public with diplomacy, tact and objectivity

Confidentiality

- Not inappropriately disclose, share or otherwise abuse confidential or privileged information
- Ensure that they appropriately disclose, provide or share corporate or confidential information only to those entitled to it
- Maintain confidentiality of information both during employment and after departing the organization
- Not intentionally misrepresent facts

Conflict of Interest

- Tell his/her supervisor that he/she is unable to act on a matter in which there is a real or apparent conflict of interest
- Disclose to his/her Commissioner (or in the case of a Commissioner, to X Manager), in writing in a timely manner, any matter in which he/she has a real or apparent conflict of interest
- Not participate in the analysis of information or make decisions on an issue in which he/she has a real or apparent conflict of interest
- Decline employment, including self-employment from an outside interest that is either incompatible with or in conflict with the employee's official duties for the Corporation of X.
- Do not provide preferential treatment and avoid the appearance of preferential treatment by adhering to established procedures

Accountability

- Not perform work that is unrelated **X** business during business hours.
- Use **X** information, property and assets for activities associated with the discharge of their duties. It is recognized that occasional personal use of phones and computers can occur, provided such use does not interfere with normal business operations or productivity and the user is personally responsible for any consequential additional costs.
- Use all **X** vehicles, equipment and materials with due care
- Comply with applicable corporate policies and procedures, laws and regulations including but not limited to:
 - a) Maintaining a safe and healthy work environment
 - b) Promoting a Respectful Workplace that is free from discrimination, harassment and violence in accordance with the Respectful Workplace policy and the Workplace Violence Policy
 - c) Comply with the *Municipal Act* if the employee wishes to run as a candidate in a municipal election
- Keep their individual political activities separate from the business of the **X** including not engaging in any political activities at the workplace, during work hours or using **X** property
- Operate **X** vehicles (as defined by the Fleet Policy), or equipment in accordance with the Fleet Policy
- Abide by applicable laws, regulations and policies governing the possession or use of alcohol and drugs and ensure that job performance is not adversely affected

Business Meals/Functions

It is recognized that from time to time, **X** business may be conducted over a meal. Such working meals are a normal function of doing business, and will not be deemed a violation of the Code of Conduct or a gift provided:

- a) such business meals are occasional, and
- b) it can be demonstrated that it furthers **X**'s business interests

Social/Sporting/Charity Functions

Attendance at social functions including dinners, galas and sporting events, where attendance is on behalf of **X**, is recognized as a normal function of **X** business and will not be deemed a violation of the Code of Conduct or a gift provided:

- a) attendance is in a representative capacity on behalf of **X**; and
 - b) attendance furthers **X**'s business interests; and
 - c) acceptance of such tickets is infrequent and the business contact attends the event with the employee;
- or
- d) similarly-positioned representatives of comparable government organizations are anticipated to attend the social function

Gifts

- Not accept gifts (including items, articles, services, offers, or vouchers) except gifts of nominal value
- Realize that even items of nominal value, if frequently given, may be perceived to be an attempt to create an obligation
- Donate gifts to charity or raffle gifts and send proceeds to charity where money is raised
- Share gifts amongst the department, if perishable
- Not accept preferential loans offered in the course of their employment at **X**

REPORTING/INVESTIGATION

Employees who have reasonable grounds to believe a violation of the Code of Conduct has occurred should report such activity or behaviour, in writing, to their Director, Commissioner, the Human Resources Department or **X** Manager.

Supervisory and management staff shall take all appropriate steps to prevent and stop conflicts of interest which come to their attention. Any supervisory or management staff member who is subject to, witnesses, or is given written complaints of conflict of interest shall work to minimize or eliminate the issue at hand. In the

event that this is not possible with the available resources, the management staff is required to report the conflict to their Commissioner or X Manager.

X shall investigate all complaints of violations of the Code of Conduct and take all appropriate actions.

NO RETALIATION

X will not condone retaliation of any kind by or on behalf of X and its employees against good faith reports or complaints of violations of this Code of Conduct or other illegal or unethical conduct. All employees must cooperate fully during an investigation of alleged wrongdoing in relation to any activity outlined in the Code of Conduct. Retaliation against someone who is a witness or is involved in such investigation is strictly prohibited and will result in appropriate disciplinary action.

REMEDIAL ACTION

Any employee that is found to have violated the Code of Conduct will be subject to disciplinary action up to and including discharge from employment.

In addition, complaints which are found to be vexatious or made in bad faith will result in a penalty against the complainant. The severity of the penalty will be determined based on the seriousness and impact of the complaint following an investigation which may be subject to disciplinary action up to and including discharge from employment.

AWARENESS OF CODE OF CONDUCT

This Code of Conduct will be made available to all employees by providing it at the time of orientation, by inclusion in the Employee handbook, and posted on the intranet. In addition, employees shall be required to acknowledge receipt and acceptance of the Code annually and/or from time to time as necessary.

REFERENCES AND RELATED POLICIES

Respectful Workplace Policy
Progressive Discipline Policy
Workplace Violence Policy
Municipal Computer Security Policy
Fleet Policy
Hiring and Nepotism Policy
Terms of Use – Computing and Telecommunications Facilities



**Town Board Meeting
July 2, 2018**

Agenda Number: 5D – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Replace an Electric Service for a Residence at 5180 Park Avenue Including Directional Boring

Documentation: Town Engineer Correspondence / Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Replace an Electric Service for a Residence at 5180 Park Avenue Including Directional Boring



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

June 26, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
5180 Park Avenue
White Bear Township, Minnesota
TKDA Project No. 16627.000

Dear Board Members:

XcelEnergy has applied for a permit to replace an electric service for residence at 5180 Park Avenue. The project will require directional boring.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the boring activity.
2. Contractor must protect the storm sewer culvert under Park Avenue.
3. T.H. 96 is under the Jurisdiction of MnDOT and may require a permit from them.
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

444 CEDAR STREET, SUITE 1500 SAINT PAUL, MN 55101 651.292.4400 TKDA.COM



5363 260th St N
Wyoming, MN 55092

May 23rd, 2018
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

RECEIVED

JUN 08 2018

TOWN OF WHITE BEAR

5180 Park Ave
Order 101449891

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

To: White Bear Township
1281 Hammond Rd
White Bear Twp, MN 55110

Application is hereby made for the permission to replace, construct and therefore maintain: an underground service replacement to 5180 Park Ave (see attached sketch).

I. Type of Utility – General Description

Replacing existing service due to faulting underneath new paver driveway. (See sketch)

II. Work to be started after May 29th and completed by August 1st, 2018

Application Approved

XCEL ENERGY d/b/a NORTHER STATES POWER
COMPANY

Kyle Hauge
Designer
5363 260th St N
Wyoming, MN 55092

Date: _____

Work Order Information	
Service Request #	00000760110
Design Number	hggack
Designer/Planner ID	Haley-Kyle
Designer/Planner Name	(857) 462-2612
Designer/Planner Ph #	
Message Approval	
Job Utility	
E	G:
T:	C:

Division	White Bear Lake
County	Penning
City	WHITE BEAR TWP
Address	6980 Park Ave
T: 30N	R: 22W
S: 12	
Map #:	100999
Point#	
Electric	
Field#	040074
Voltage	13.8 KV
Phase	A
Blow Day ID	
System	
Pressure	
Size	
Material	
Dist End	
Work Order #	
Date	05/23/2018
Sheet#	#1 of 41 Sketch Date
Scale	1" equals 100'





CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)

CHANGES MADE AS INDICATED

ALL DIMENSIONS ARE ACTUAL

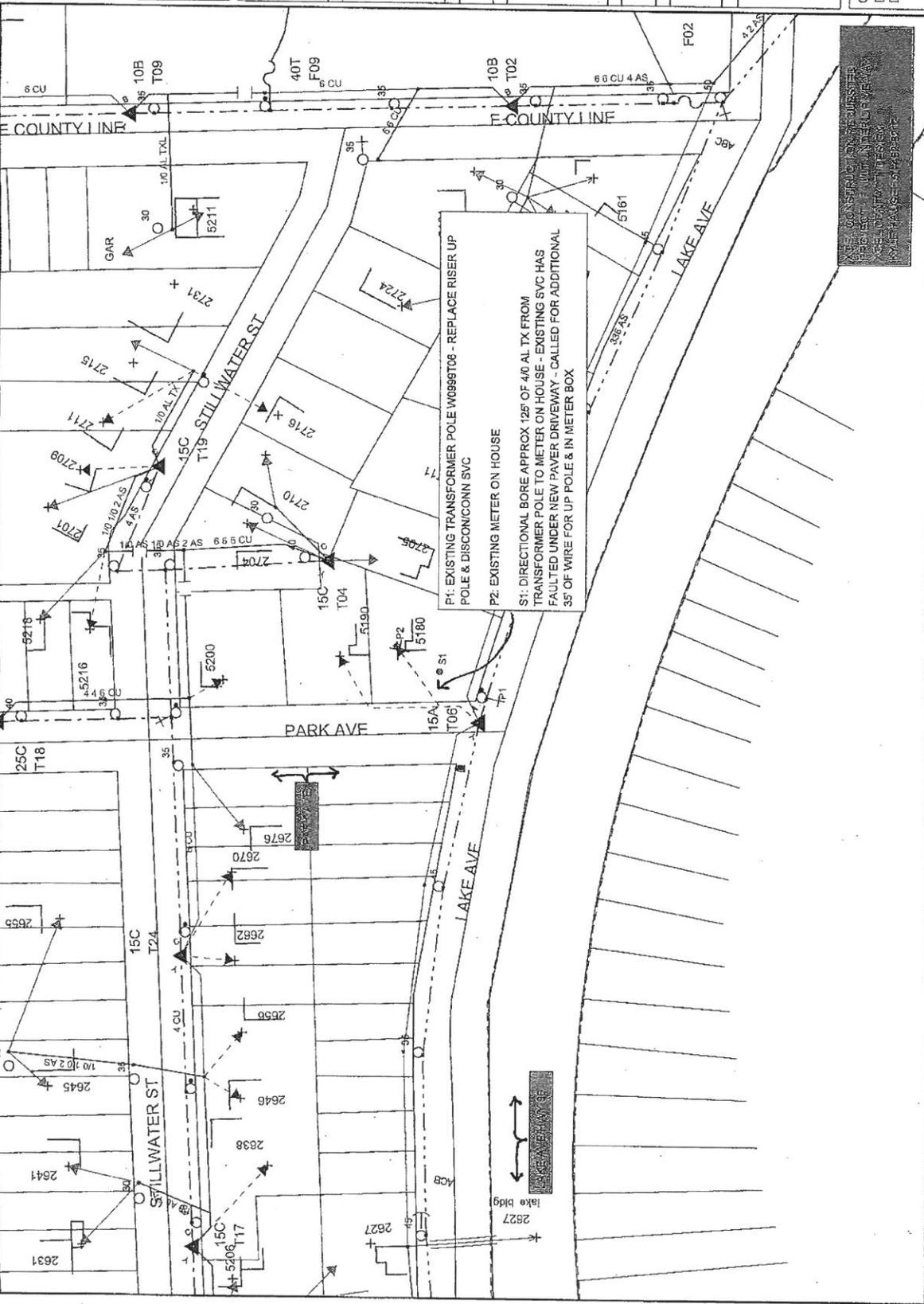
MEASUREMENTS FROM THE FIELD SITE

RFC: _____

DATE: _____

FOREMAN: _____

TEAM LEADER: _____



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**Town Board Meeting
July 2, 2018**

Agenda Number: 5E – Consent Agenda

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Install Underground Coaxial Cable Line to Service a Resident at 5286 Portland Woods Including Directional Boring

Documentation: Town Engineer Correspondence / Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Install Underground Coaxial Cable Line to Service a Resident at 5286 Portland Woods Including Directional Boring



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

June 27, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Comcast Permit Application
5286 Portland Woods
White Bear Township, Minnesota
TKDA Project No. 16627.000

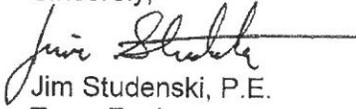
Dear Board Members:

Comcast submitted an application for a permit to install underground coaxial cable line to service a resident at 5286 Portland Woods. Work will include directional boring under Portland Woods.

We recommend approval with the following conditions:

1. Construction must protect Portland Woods during the boring process.
2. Construction must protect the sanitary sewer and watermain services.
3. Hydrants must be protected and the service line to be installed behind the hydrant.
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

PERMIT NO. _____ CITY OF WHITE BEAR TWP

APPLICATION FOR PERMIT FOR INSTALLATION OF UTILITIES
OR FOR PLACING UNDERGROUND CONSTRUCTION

Name of Party or Organization performing work COMCAST/TAK

Address _____ Telephone No _____

1. Nature of Work BORE UNDER PORTLAND WOODS FROM SOUTH TO NORTHSIDE FOR SERVICE DROP TO HOME
Type of Surface to be Disturbed _____

(Check type) Gravel Bituminous Concrete Boulevard

2. Location _____

Street, Avenue, and House number 5286 PORTLAND WOODS

(Additional Information attached when necessary)

3. Size and kind of pipe, conduit or cable _____ 1"

Depth from Surface (Min. 18") _____ 24"

4. Method of Installation or Construction (including method of compaction & excavation)

Plow

Pneuma Gopher & Tamper XX

Directional Bore

5. Work to start within when permitted days and completed within 120 days thereafter

6. Will detouring of traffic be necessary? NO If so describe rerouting

CITY ENGINEER

Jim STUDENSKI @ TKDA

PHONE # (651) 292-4503

EMAIL / jim.studenski@tkda.com

For Comcast

Signed by Bill Deard

Dated 6-13-18

The date when work is completed must be reported to the person designed by municipality.

AUTHORIZATION OF PERMIT

Upon payment of permit fee in the amount of \$ - _____ and in consideration of the agreement to comply in all respects with the Street or Alley excavation ordinances and regulations applicable covering such operations, permission is hereby granted for the work to be done as described in the above application, said work to be done in accordance with special precautions required, as hereby stated:

It is expressly understood that this permit is conditioned upon replacement or restoration of the disturbed area to its proper condition in accordance with the appropriate rules and regulations.

APPROVED _____

DATED _____

Contact info
Dawn Larson
TAKCOMM

dla@takcommunications.com

763-245-2755

33.0	40.4
49.0	45.4
FORWARD PAD/EQ	
-0750.0	12MN00.SA.FWEQREQ-7.5.02
RETURN PAD/EQ	
-0750.0	12MN00.SA.RTEQREQ-2.01
INTERSTAGE PAD/EQ	
17.0	17.0
27.1	25.8
88.8V	A

BTP023AA002

239'

Portland Woods

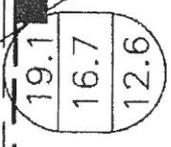
30ft

Proposed Route

5272

5276

CATV Ped

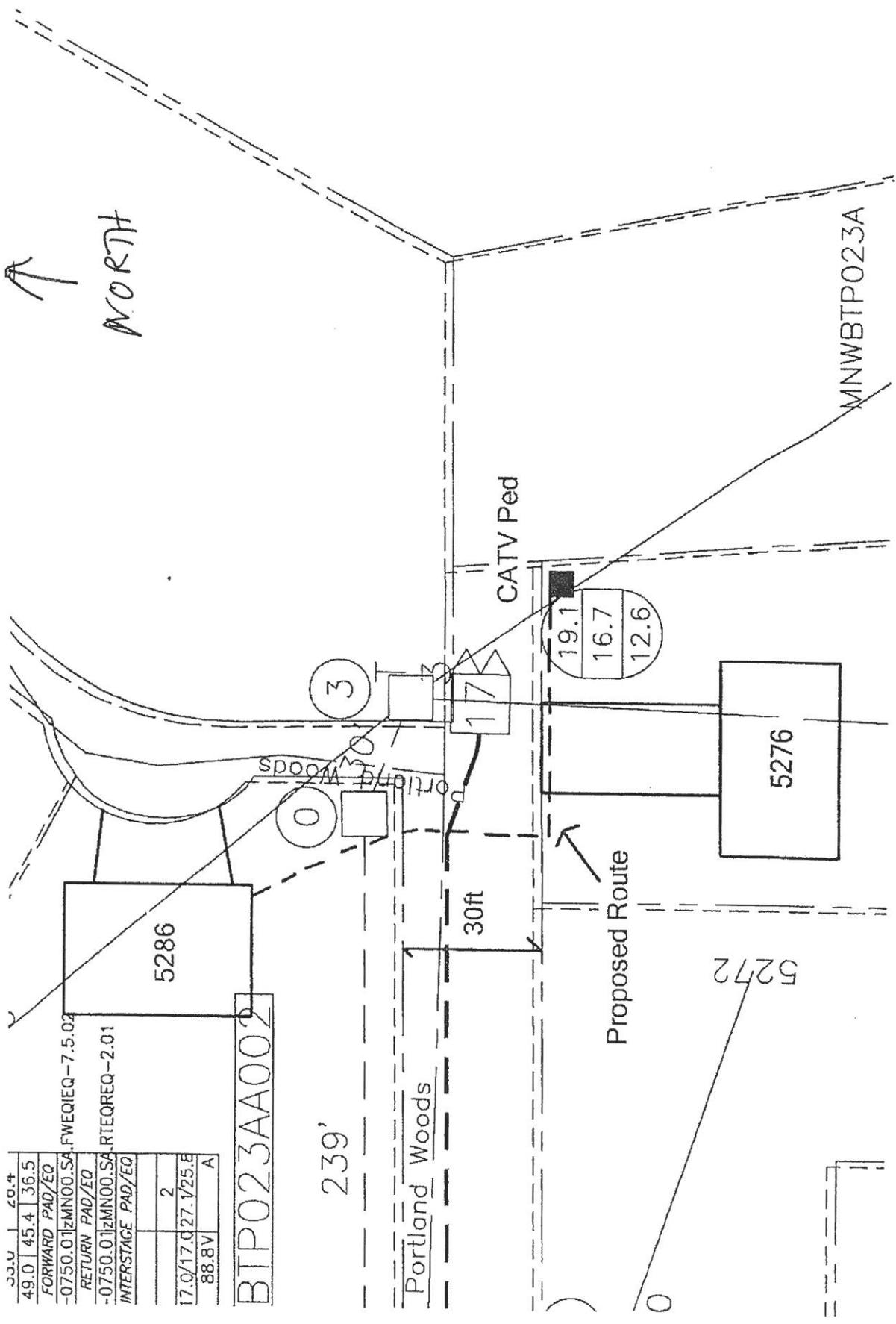


3

Portland Woods

NORTH

MNWBTP023A





**Town Board Meeting
July 2, 2018**

Agenda Number: 6 – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
July 2, 2018**

Agenda Number: 7 – Public Hearings

Subject: None

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
July 2, 2018**

Agenda Number: 8A – New Business

Town Engineer Item:

Subject: **Bald Eagle Lake Stormwater Improvements**
Authorize Preparation of Plans & Specifications

Documentation: Town Engineer Correspondence w/ attachments

Action / Motion for Consideration:

Town Engineer Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Authorize Preparation of Plans & Specifications for an Amount Not to Exceed \$5,800 With Funding from the RCWD Per the Cost Share Agreement & the Stormwater Utility Fund

Minutes
Town Board Meeting
March 19, 2018

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5C) Based on Town Attorney & Staff Review Approve the Cost-Share Agreement with the Rice Creek Watershed District with Approved Funding of up to \$35,000 for Outfall Improvements to Bald Eagle Lake & Authorize Execution by the Town Board Chair. Prudhon seconded. Ayes all.



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

June 28, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

RE: Bald Eagle Lake Outfall Improvements
White Bear Township, Minnesota
TKDA Project No. 16627.000

Dear Board Members:

As part of the Township's stormwater management program, the Town develops projects based on staff inspections and resident issues. The Township was awarded a \$35,000.00 Cost-Share Grant with RCWD for the Bald Eagle outfall Improvements project. The total project cost is estimated at \$74,000.00. A map of the project area and a storm structure detail sheet are attached. That agreement has been executed between RCWD and the Township.

The Township is now ready to prepare the plans and specifications in accordance with the submitted documents to RCWD. TKDA and Township staff will work with RCWD in the preparation of the documents. The plans and specifications will be brought back to the Town Board for acceptance and authorize bidding of the project.

In accordance with the cost-share agreement, the final completion of all the project components is December 31, 2020.

TKDA would work with Public Works staff to determine the specifics of the rehabilitation improvements that will take place. The project plans and specification will be completed this fall. The preparation of the plans and specifications will be completed for an amount not to exceed \$5,800.00. We will keep the Town Board updated of the process.

The project will be funded through RCWD and the Storm Water Utility Fund. Please contact me with any questions.

Sincerely,

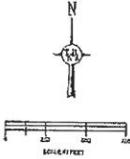
Jim Studenski, PE
Town Engineer

Attachments



WHITE BEAR TOWNSHIP

STORM SEWER SYSTEM



LEGEND



--- 12" STORM SEWER
--- 18" STORM SEWER
--- 24" STORM SEWER
--- 30" STORM SEWER
--- 36" STORM SEWER
--- 42" STORM SEWER
--- 48" STORM SEWER
--- 54" STORM SEWER
--- 60" STORM SEWER
--- 66" STORM SEWER
--- 72" STORM SEWER
--- 78" STORM SEWER
--- 84" STORM SEWER
--- 90" STORM SEWER
--- 96" STORM SEWER
--- 102" STORM SEWER
--- 108" STORM SEWER
--- 114" STORM SEWER
--- 120" STORM SEWER
--- 126" STORM SEWER
--- 132" STORM SEWER
--- 138" STORM SEWER
--- 144" STORM SEWER
--- 150" STORM SEWER
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--- 666" STORM SEWER
--- 672" STORM SEWER
--- 678" STORM SEWER
--- 684" STORM SEWER
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--- 696" STORM SEWER
--- 702" STORM SEWER
--- 708" STORM SEWER
--- 714" STORM SEWER
--- 720" STORM SEWER
--- 726" STORM SEWER
--- 732" STORM SEWER
--- 738" STORM SEWER
--- 744" STORM SEWER
--- 750" STORM SEWER
--- 756" STORM SEWER
--- 762" STORM SEWER
--- 768" STORM SEWER
--- 774" STORM SEWER
--- 780" STORM SEWER
--- 786" STORM SEWER
--- 792" STORM SEWER
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--- 834" STORM SEWER
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--- 942" STORM SEWER
--- 948" STORM SEWER
--- 954" STORM SEWER
--- 960" STORM SEWER
--- 966" STORM SEWER
--- 972" STORM SEWER
--- 978" STORM SEWER
--- 984" STORM SEWER
--- 990" STORM SEWER
--- 996" STORM SEWER
--- 1000" STORM SEWER

NOTE: ALL SIZES 12" UNLESS OTHERWISE SPECIFIED



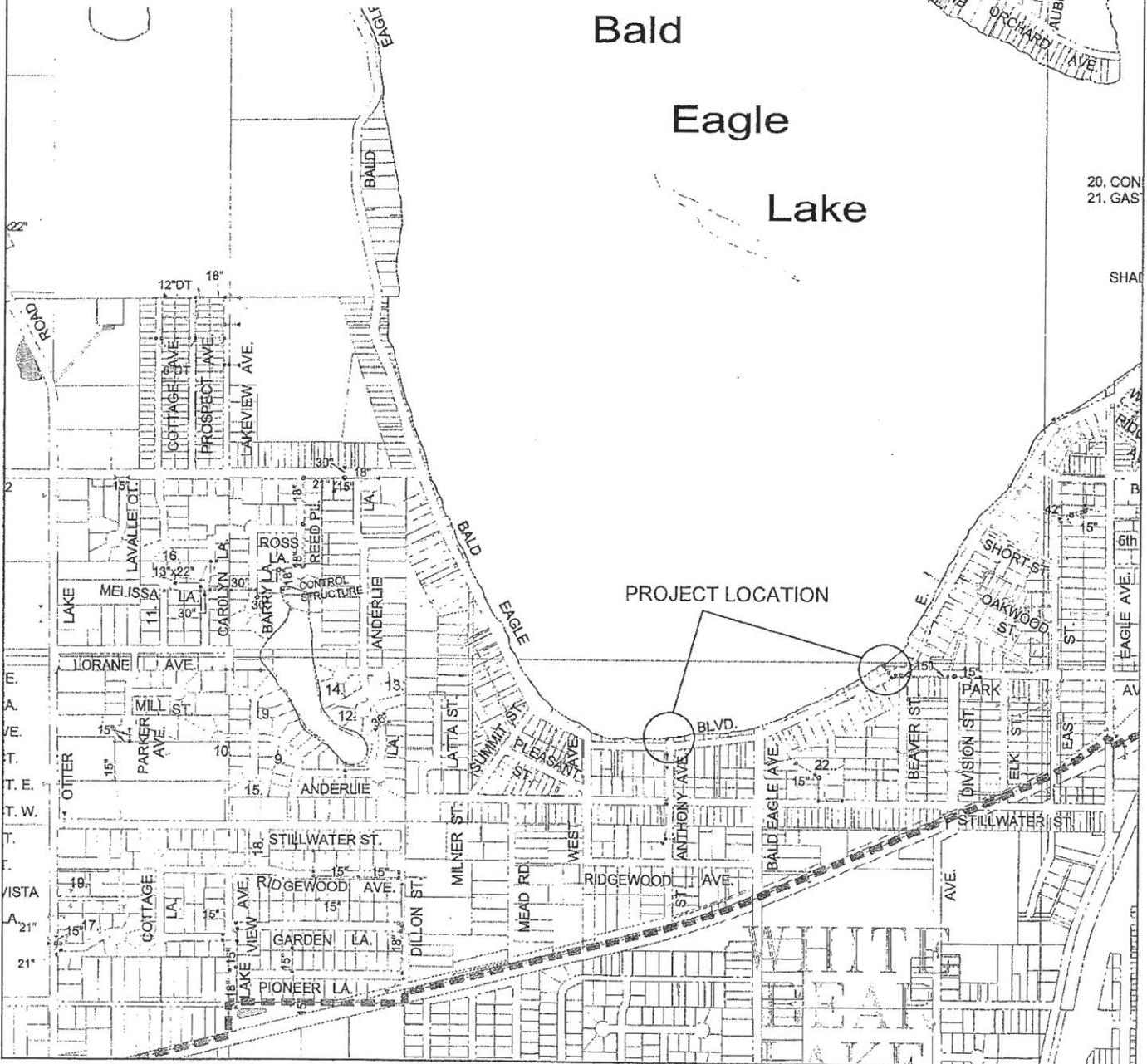
120th ST.

Bald Eagle Lake

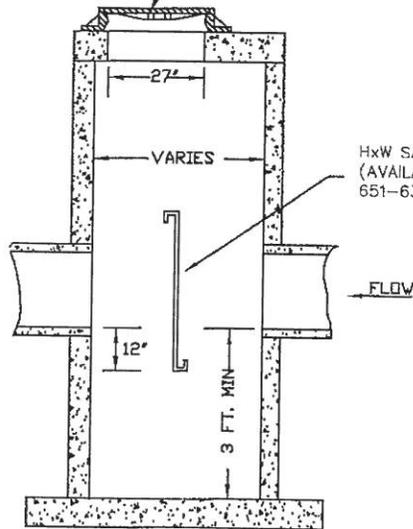
20. CON
21. GAS

SHA

PROJECT LOCATION

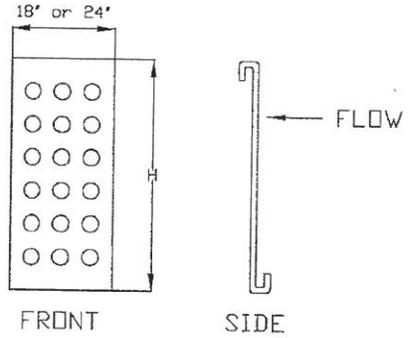


MANHOLE/CATBASIN COVER AND FRAME - 27" MIN. CLEAR OPENING
 SMALLER OPENING MAY REQUIRE BAFFLE INSTALLATION PRIOR TO PLACING CASTING
 STRUCTURES GREATER THAN 60" DIA. MAY REQUIRE SECOND CASTING FOR CLEANING SUMP



**SAFL BAFFLE INSTALLATION
 Detail**

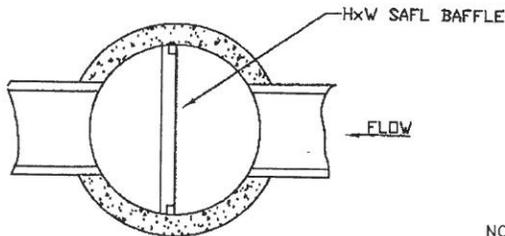
HxW SAFL BAFFLE
 (AVAILABLE FROM UPSTREAM TECHNOLOGIES
 651-633-6921)



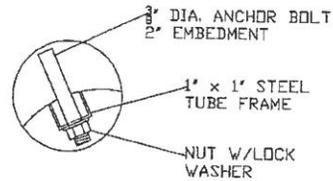
WIDTH ADJUSTMENT FOR PANEL SIZES

2- 18" PANELS	32" MIN	36" MAX	4" TOTAL
2- 24" PANELS	44" MIN	48" MAX	4" TOTAL
3- 18" PANELS	48" MIN	54" MAX	8" TOTAL
3- 24" PANELS	64" MIN	72" MAX	8" TOTAL

**SAFL BAFFLE PANEL
 Detail**



**SAFL BAFFLE INSTALLATION
 Plan**



**SAFL BAFFLE ATTACHMENT BOLT
 Detail**

NOTES:

- 1) UPSTREAM TECHNOLOGIES INC. IS THE EXCLUSIVE LICENSEE OF THE SAFL BAFFLE
- 2) CONTRACTOR MUST VERIFY LOCATION OF CASTING AND STEPS PRIOR TO INSTALLATION OF STRUCTURE.
- 3) CONTRACTOR STRUCTURES GREATER THAN 72" REQUIRE SECOND CASTING FOR MAINTENANCE
- 4) THIS GENERIC DETAIL DOES NOT ENCOMPASS THE SIZING, FIT, AND APPLICABILITY OF THE SAFL BAFFLE FOR THIS SPECIFIC PROJECT. IT IS THE ULTIMATE RESPONSIBILITY OF THE DESIGN ENGINEER TO ASSURE THAT THE DESIGN IS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. THE SAFL BAFFLE IS PATENT PENDING TECHNOLOGY OF THE UNIVERSITY OF MINNESOTA AND UPSTREAM TECHNOLOGIES, INC. NEITHER THE UNIVERSITY OF MINNESOTA NOR UPSTREAM TECHNOLOGIES APPROVES PLANS, SIZING, OR SYSTEM DESIGNS.

THROUGH PIPE CONFIGURATION

SAFL BAFFLE STANDARD DETAIL
 UPSTREAM TECHNOLOGIES
 NEW BRIGHTON, MN
 651-633-6921





**Town Board Meeting
July 2, 2018**

Agenda Number: 8B – New Business

Public Works Item:

Subject: Concrete Work @ Township Properties:

1. Receive Quotes
2. Approve Quote

Documentation: Public Works Memo / attached Quotes

Action / Motion for Consideration:

Report at Meeting / Discussion

Based on Public Works Review & Recommendation:

- 1) Receive Quotes
- 2) Approve the Pelco Quote in the Amount of \$32,623.00 & Authorize Completion of the Work

Note Funding for Administrative Building from the Capital Building Fund & Funding for the Well & Tower from the Water Operating Fund

MEMORANDUM

Date: June 13, 2018

To: Town Board

From: Paul Peltier, Public Works Lead; Dale Reed, Public Works Director

Re: Concrete work

Public Works has solicited quotes for the following four-part concrete project.

1. Administrative Building. The sidewalks at the Administrative Building have become trip hazards and the handicap ramp is broken up and has become a safety concern. It is recommended that these sidewalks be removed and replaced.
2. South Water Tower. The lack of a sidewalk makes it difficult and unsafe to access the tower with materials and equipment.
3. Well #1. The existing sidewalks are breaking up and causing trip hazards. Repair is needed.
4. Northeast (Benson Airport) Water Tower. The existing floor is gravel which makes moving equipment and trailers around difficult. Replacing it with a concrete floor will make it more useful and safer.

The Town received quotes from three contractors for all the work at all sites.

- Pelco Const. for \$ 32,623.00,
- 5 Star Concrete for \$33,445.00
- Goodmanson for \$34,790.00

The expenditure is included in the Capital Improvement Plan.

Staff recommends accepting the three quotes and awarding the contract to the low bidder, Pelco Const. for \$32,623.00. Pelco stated that they would perform the Admin. Bldg. sidewalk work on the weekend so it won't interfere with daily operations.

May 2, 2018

Paul Peltier
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

Re: White Bear Township Offices

Proposal

Our scope of work for the above project is as follows:

- Remove and replace approximately 1500 SF of sidewalks – (Marked Remove)
- Remove and replace 24 lineal feet of B624 curb and gutter

This work can be done for a lump sum of **Eleven Thousand Six Hundred Seventy-Nine and 00/100 Dollars (\$11,679.00).**

Should you have any questions or concerns please feel free to give me a call at 612-919-7691.

Sincerely,

Don Peltier
dpeltier@pelcocompanies.com

Accepted By: _____ Date: _____

May 7, 2018

Paul Peltier
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

Re: Well #1 Stack Blvd.

Proposal

Our scope of work for the above project is as follows:

Remove and Replace the following:

- 1 – 4x6 East Side
- 1 – 4x6 West Side
- 2 – 4x6 North Side

This work can be done for a lump sum of **One Thousand Nine Hundred Twenty and 00/100 Dollars (\$1,920.00).**

Should you have any questions or concerns please feel free to give me a call at 612-919-7691.

Sincerely,

Don Peltier
dpeltier@pelcocompanies.com

Accepted By: _____ Date: _____

May 2, 2018

Paul Peltier
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

Re: Water Tower Sidewalk

Proposal

Our scope of work for the above project is as follows:

- Remove and replace 4' wide x 81' long sidewalk

This work can be done for a lump sum of **Three Thousand Two Hundred Forty and 00/100 Dollars (\$3,240.00).**

Should you have any questions or concerns please feel free to give me a call at 612-919-7691.

Sincerely,

Don Peltier
dpeltier@pelcocompanies.com

Accepted By: _____ Date: _____

May 2, 2018

Paul Peltier
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

Re: Benson Airport Water Tower

Proposal

Our scope of work for the above project is as follows:

- Sub-cut existing class #5
- Furnish and install 6-6 10/10 wire mesh
- Pour 4 ½" thick concrete
- Machine finish to a broom like finish
- Saw-cut in control joints 12' on center
- Seal concrete
- Clean up all debris

Excludes:

- **Permit**
- **Testing**
- **Any damage from de-icing materials**

This work can be done for a lump sum of **Sixteen Thousand Nine Hundred Eighty-Four and 00/100 Dollars (\$16,984.00).**

Should you have any questions or concerns please feel free to give me a call at 612-919-7691.

Sincerely,

Don Peltier
dpeltier@pelcocompanies.com

Accepted By: _____ Date: _____

Contractors Invoice

WORK PERFORMED AT:

Water Tower - Hwy 61 WBTSP

TO:

White Bear Township Admin Building
1283 Hammond Rd. WOL, MN, 55110

By: Nicholas Carranza, owner
651-414-1772-

DATE

1/08/2018

YOUR WORK ORDER NO.

124

OUR BID NO.

124

DESCRIPTION OF WORK PERFORMED

Remove top layer of lime rock
Dig down for a lime rock base & tamp to prep for concrete
Add 3'x3' grid of #4 rebar for structural reinforcement
Pour concrete and finish either broom or steel trowel
whichever your preference. Suggest broom for traction.
Pour at 4" thick with a 4500 mix of concrete

Will add control joints either with saw or wet cut with finish
(your preference) suggest saw cut.

Will add a sealer to concrete when done for protection!!

* Will require half in the amount of \$6000.00 upon
approval & signature

* Remaining balance due within 2 weeks of completion

* I am aware of how you do your meetings for issuing checks.
I agree as those terms within those times.

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of twelve thousand dollars & 00 Dollars (\$ 12,000⁰⁰).

This is a Partial Full invoice due and payable by: read above notes

in accordance with our Agreement Proposal

No. 124

Dated

January
Month

08
Day

2018
Year

5 Star Concrete
 Nick Carranza
 651-414-1772

Contractors Invoice

WORK PERFORMED AT:

Water tower @ Martin Way

TO:

White Bear Township Admin "Paul Pelter"
 1283 Hammond Rd. WBL, MN 55110

DATE:

5/9/2018

YOUR WORK ORDER NO.

125

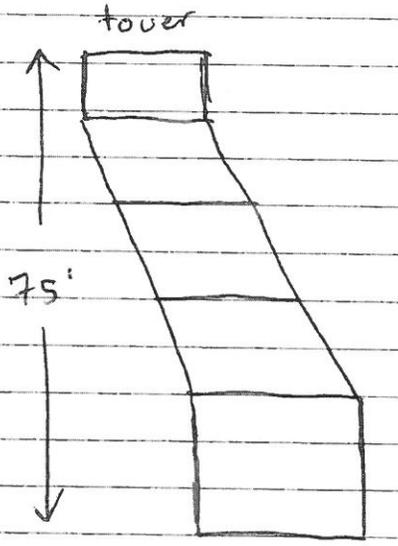
OUR BID NO.

125

DESCRIPTION OF WORK PERFORMED

Remove grass + topsoil
 Place forms + class 5 for approx. 75' x 4'6" sidewalk
 Will set so no water sits on walkway and within regulations
 Broom finish + control joints
 Will roll sod and leave on site
 Provide Sealer when done.

Need J
 to be
 8' ft.



Half down upon approval
 1200⁰⁰ Remaining on completion
 1195⁰⁰

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 2395⁰⁰ two thousand three hundred ninety five dollars Dollars (\$ 2395).

This is a Partial Full invoice due and payable by: start completion
Month Day Month Day
 in accordance with our Agreement Proposal No. 125 Dated 5 9 2018
Month Day Month Day Year

5 Star Concrete
Nick Carranza
651-414-1772

Contractors Invoice

WORK PERFORMED AT:

Public Works Admin office

TO:

White Bear Township Admin building
1283 Hammond Rd WBL, MN 55110

DATE

11/2/2017

YOUR WORK ORDER NO.

122

OUR BID NO.

122

DESCRIPTION OF WORK PERFORMED

- Removal of approx 225' x 5'6" concrete walkway add gravel base as necessary and pack. Repair walkway with 4000 psi concrete @ approx size of removal (225 x 5'6") with broom finish
- Removal of 3 separate curbs @ 30' x 2' w/ handicap access ramps. Pour back in accordance of regular curb specs.
- Removal of approx 30' x 8' walkway w/ 1 step riser. Replace as same, add gravel base as necessary.

All concrete shall have proper control joints to control cracking. Broom finish unless otherwise noted. Any and all modifications to proposal will incur cost.

* Will ask that 45% of monies agreed on contract due upon approval or within 1 week of job start date. Remainder due within 7 days after completion.

* 45% = 7,672.50

* Remainder = 9,377.50

* Not responsible for any black dirt, rock or any landscaping repair.

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 17,050⁰⁰ seventeen thousand, and fifty dollars Dollars (\$ 17,050).

This is a Partial Full invoice due and payable by: As instructed Above

in accordance with our Agreement Proposal

No. _____ Dated _____

5 Star Concrete
Nick Carranza
651-414-1772

Contractors Invoice

WORK PERFORMED AT:

Manor Park

TO:

White Bear township (Paul Pettier)

1283 Hammond Rd. WDL, MN 55118

DATE

5/9/2018

YOUR WORK ORDER NO.

126

OUR BID NO.

126

DESCRIPTION OF WORK PERFORMED

Removal 4 sidewalk panels

Add class 5

level into building and other walks

extend 2 pieces and eliminate gutter runoffs

Broom finish + sealer

2000⁰⁰ half down on approval 1000⁰⁰

remaining on completion 1000⁰⁰

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of two thousand dollars ⁰⁰/₀₀ no Dollars (\$ 2000 ⁰⁰/₀₀).

This is a Partial Full invoice due and payable by: start Finish
in accordance with our Agreement Proposal No. 126 Dated 5 9 2018
Month Day Year



PROPOSAL

Developing Concrete Relationships

O: 651.636.4996
F: 651.636.5211

2500 W. County Rd. B
Roseville, MN 55113
GoodmansonConstruction.com

Date: 4/4/18

Proposal Submitted To:

White Bear Township
Paul Peltier
(651) 747-2773
paul.peltier@whitebeartownship.org

Work To Be Performed At:

White Bear Township

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

1281 Hammond Rd. Admin. Building

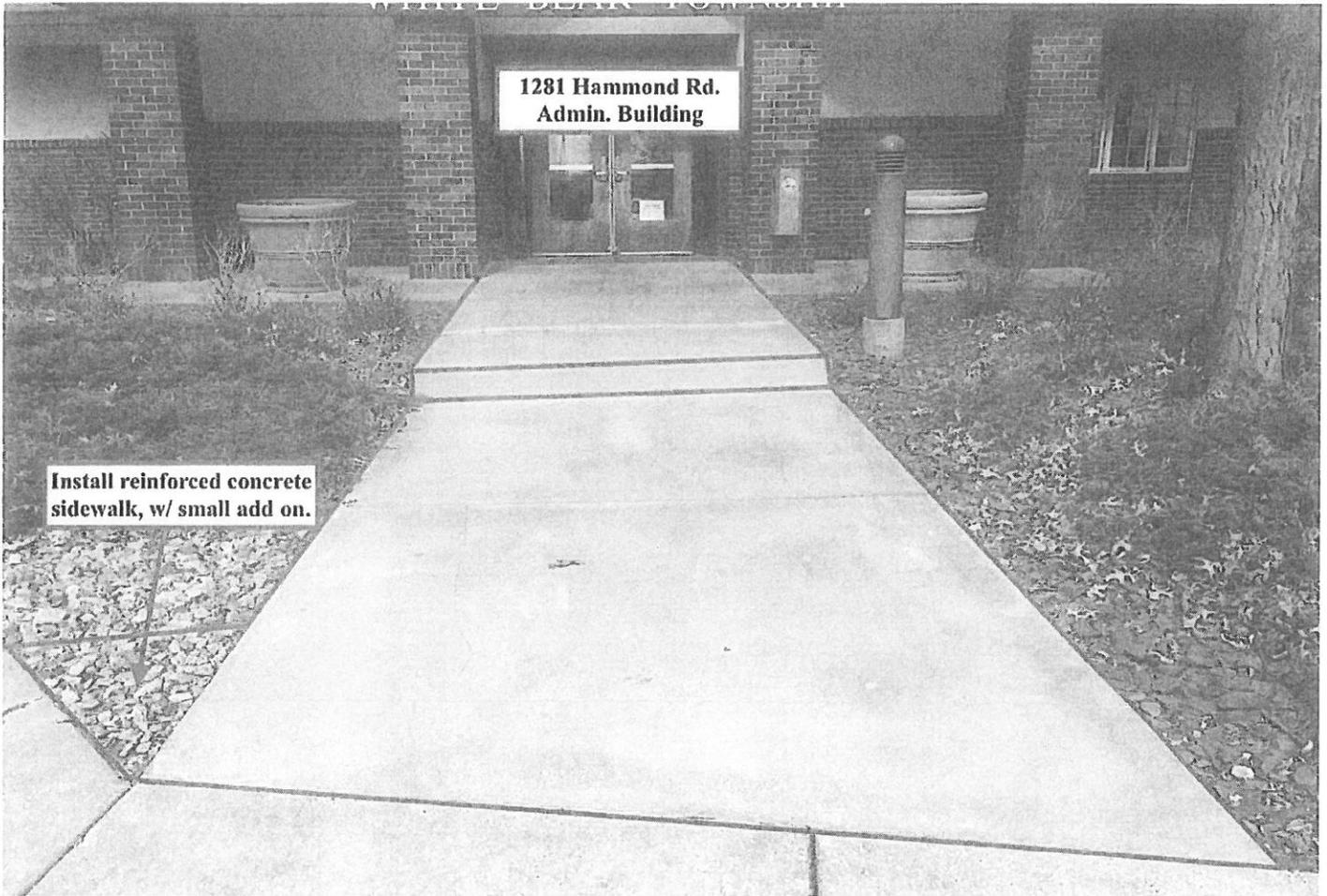
- Remove and recycle 1,210 square feet of sidewalk and (1) 8foot riser.
- Concrete sidewalks to similar design but be ADA compliant.
- Install sidewalk adjacent to curb, 180 linear feet. Sidewalk with switch back to front door, 40 linear feet and sidewalk with riser from parking lot.
- Install 30 linear feet of B612 curb at 2 locations.
- Excavate area as required.
- Install concrete as follows;
 1. Install class 5 recycled concrete base (4"-6") and power compact area 3 times.
 2. Install wire mesh.
 3. 4,500 p.s.i premium aggregate mix (no fillers).
 4. Pour concrete 4" thick for sidewalk, trowel smooth and lightly broom finish.
 5. Seal concrete with "Cure and Seal" membrane sealer to promote a proper curing process.
 6. Thoroughly clean affected area.
- **Project to be completed in 2 phases allowing building to remain open.**

Total: \$16,500.00 (initial)

Exclusions

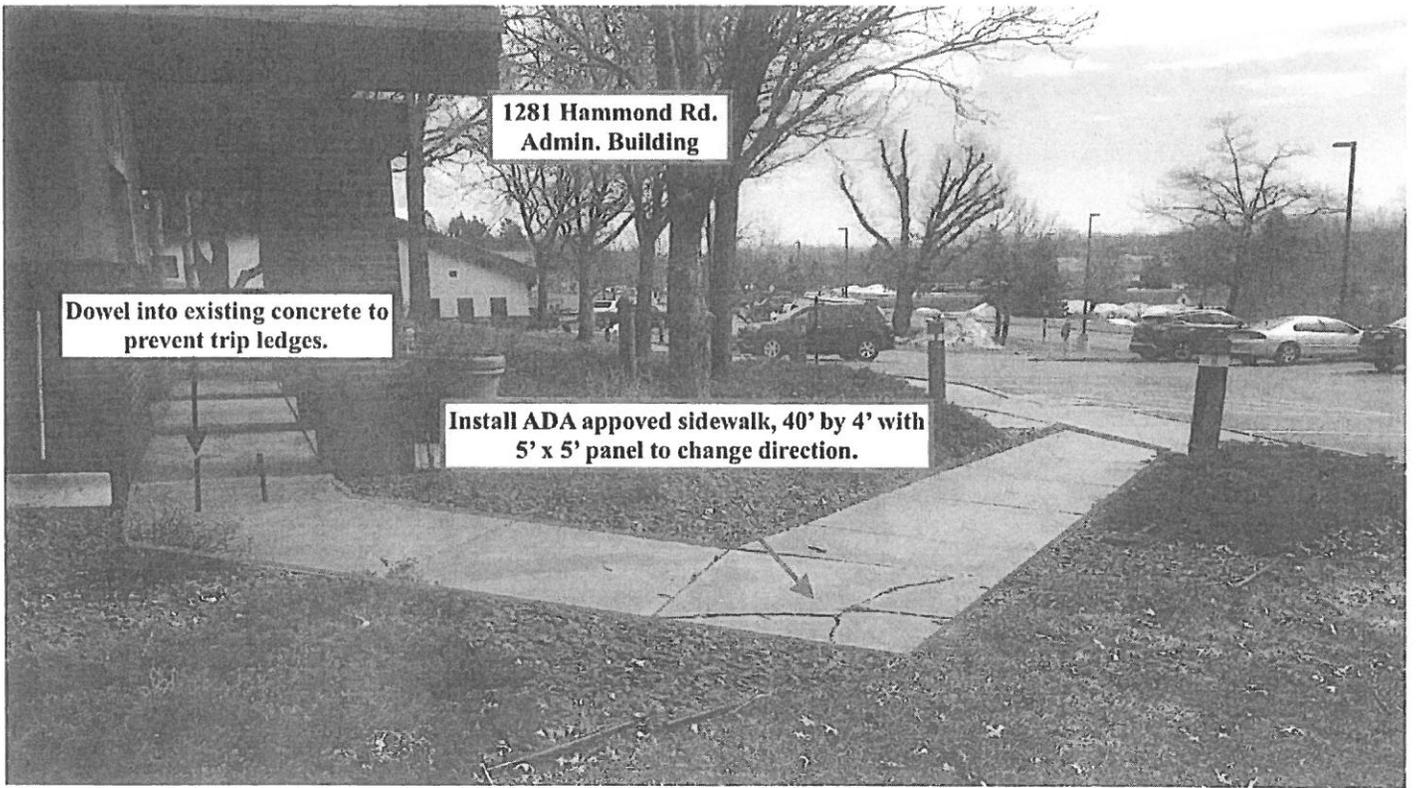
- Landscaping repairs.
- Irrigation Systems/Electrical/Utilities: Not responsible for damage to irrigation lines and heads/electrical lines/utilities. Goodmanson will use the best care possible to prevent any damage and will repair unexposed services at additional charge.

Initial _____



Install reinforced concrete sidewalk, w/ small add on.

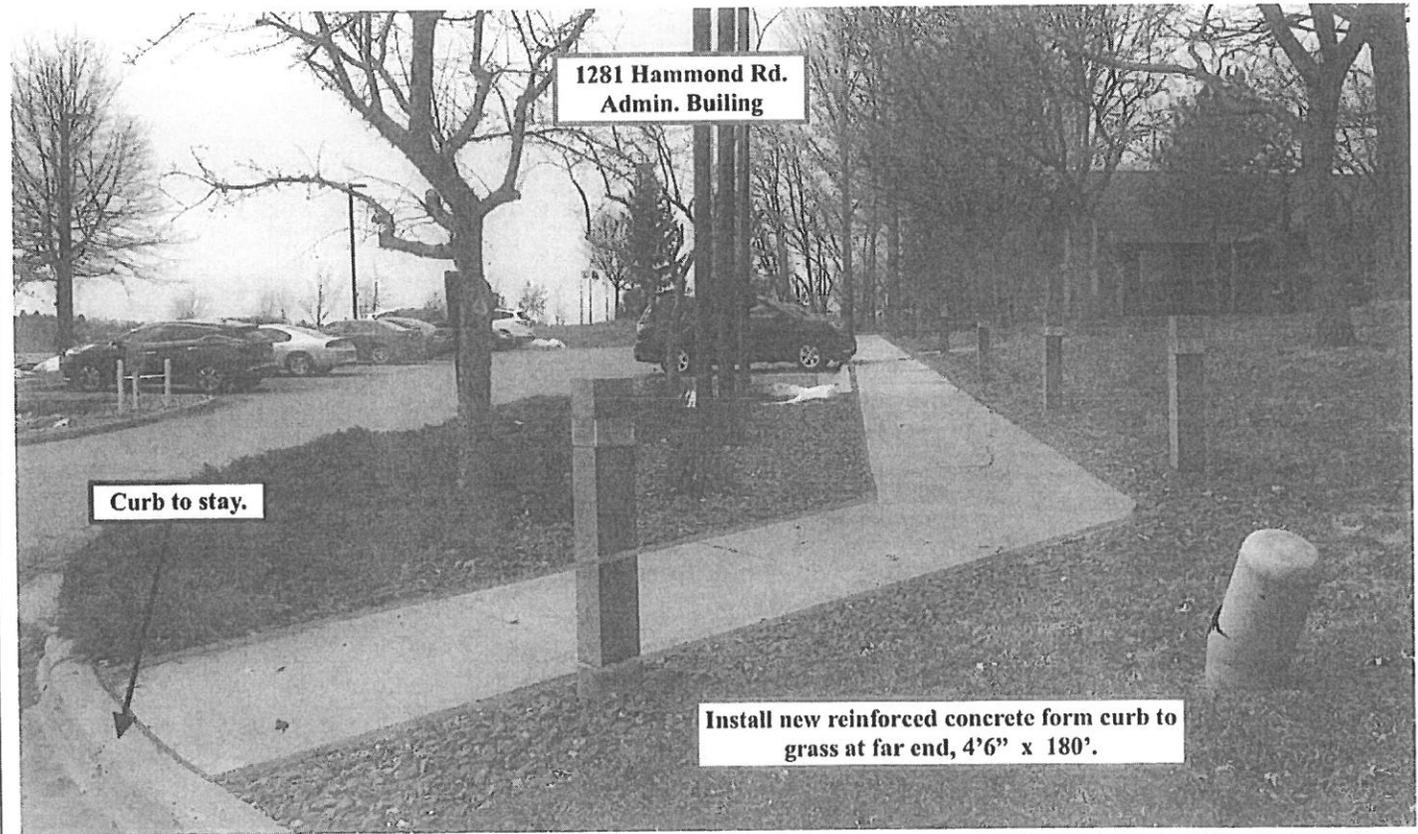
**1281 Hammond Rd.
Admin. Building**



Dowel into existing concrete to prevent trip ledges.

Install ADA approved sidewalk, 40' by 4' with 5' x 5' panel to change direction.

**1281 Hammond Rd.
Admin. Building**





WORK CREW

- ❖ All concrete work to be expertly performed by Goodmanson employees/ACI Certified Finishers.

LICENSED BONDED AND INSURED

- ❖ MN LIC#: BC627075 8500
- ❖ \$9 million umbrella coverage

Terms of Proposal

Length of Proposal:

This proposal may be withdrawn by Goodmanson Construction if not accepted within 7 days.

Permits (if necessary):

Cost of permit(s), if needed, not included in this proposal. Goodmanson Construction will obtain and asked to be reimbursed.

Concrete/Asphalt Removal (if applicable):

Cost includes up to 5½" of existing concrete/asphalt removal. If thicker than 5½", \$0.50 per inch of extra thickness per square foot will be charged following discussion and signed change order from owner.

Sub Soil (if applicable):

Cost includes up to 6" of recycled concrete base installation. If additional base is required, \$0.50 per inch of base per square foot will be charged following discussion and signed change order from owner.

Railings (if applicable):

Goodmanson does not replace or install railings. We recommend Andrew Laliberte with Dakota Unlimited 651-322-7123.

Irrigation Systems/Electrical/Utilities (if applicable):

Not responsible for damage to irrigation lines and heads/electrical lines/utilities. Goodmanson will use the best care possible to prevent any damage and will repair unexposed services at additional charge.

Payment Schedule:

1/3 Down Payment, Payments Due as Work Progresses, Balance Due Day of Completion
18% per Year (1.5% month) Late Fee Applies on All Late Payments
CASH & CHECK ACCEPTED OR MASTERCARD & VISA WITH 2 % SERVICE FEE



MN License #BC627075
AA ADA EEO Employer

Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: Goodmanson Construction, Inc. All concrete cracks. Every measure possible will be taken to control cracks so they cannot be seen.

PRE-LIEN NOTICE:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLY LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CUSTOMER'S THREE DAY RIGHT TO TERMINATE:

CUSTOMER IS ADVISED THAT IF THE WORK INVOLVES THE CUSTOMER'S HOMESTEAD, FEDERAL LAW ALLOWS CUSTOMER TO TERMINATE THIS AGREEMENT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING IT. CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED SUCH NOTICE PURSUANT TO THIS SECTION AND PURSUANT TO THE NOTICE OF RESCISSION ATTACHED HERETO.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Goodmanson Construction is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

BILLING INFORMATION Preferred Billing: Email or USPS

Business Name: _____

Contact Name: _____

Project Name: _____

Mailing Address: _____

City, State, Zip: _____

E-mail Address: _____

DOCUMENTS NEEDED:

- W-9
- Certificate of Insurance
- Other _____
- P.O. # _____

Submitted by:

Matt Lang

Project Estimator/Designer

GOODMANSON CONSTRUCTION SINCE 1971

O: 651.636.4996
F: 651.636.5211

PROPOSAL

Developing Concrete Relationships

2500 W. County Rd. B
Roseville, MN 55113
GoodmansonConstruction.com

Date: 4/4/18

Proposal Submitted To:

White Bear Township

Paul Peltier

(651) 747-2773

paul.peltier@whitebeartownship.org

Work To Be Performed At:

White Bear Township

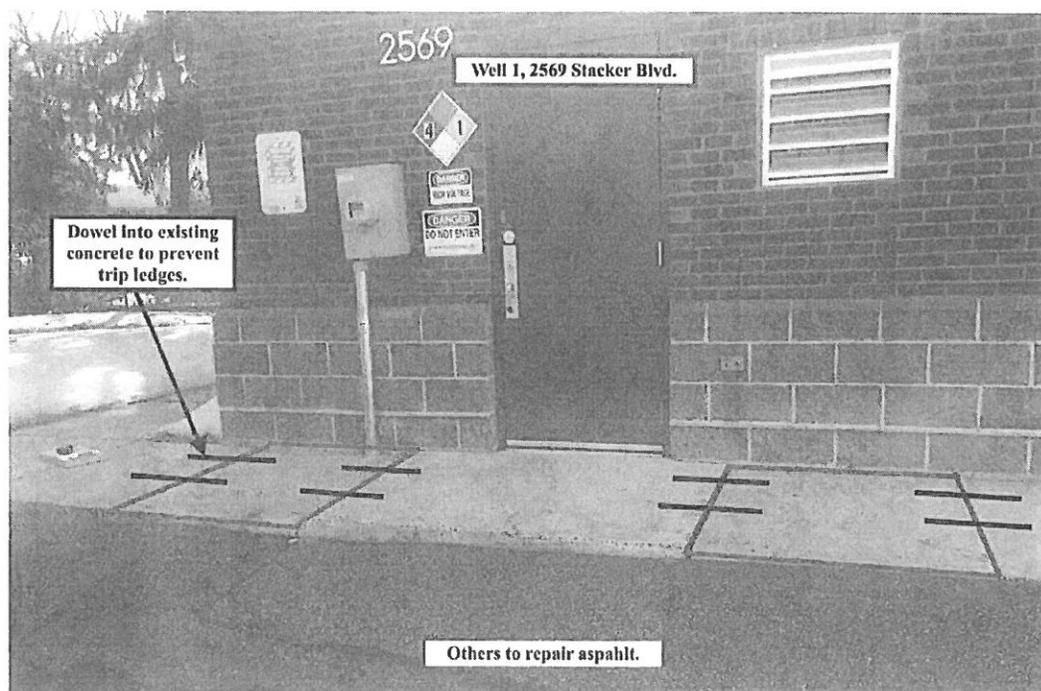
We hereby propose to furnish the materials and perform the labor necessary for the completion of:

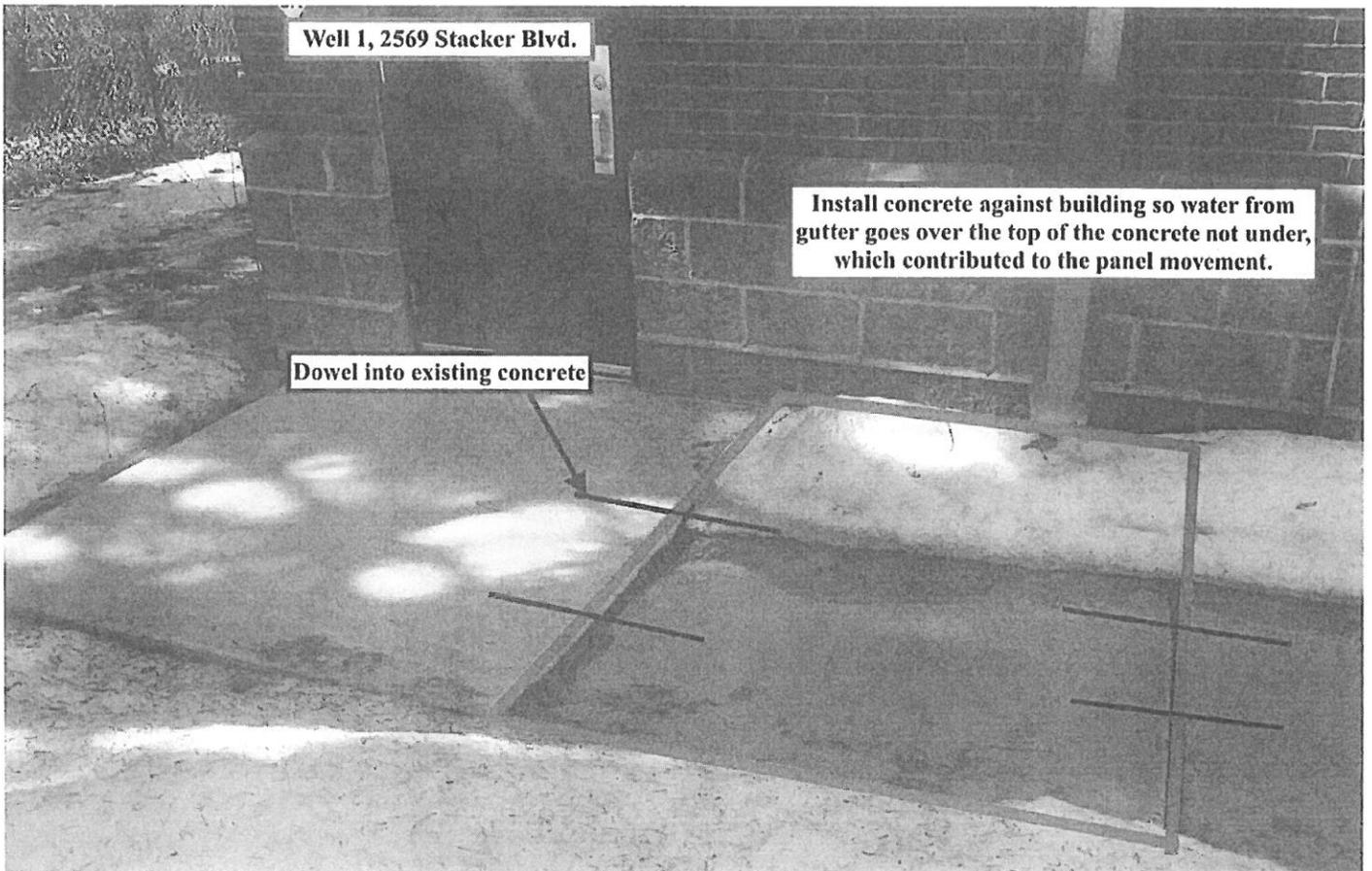
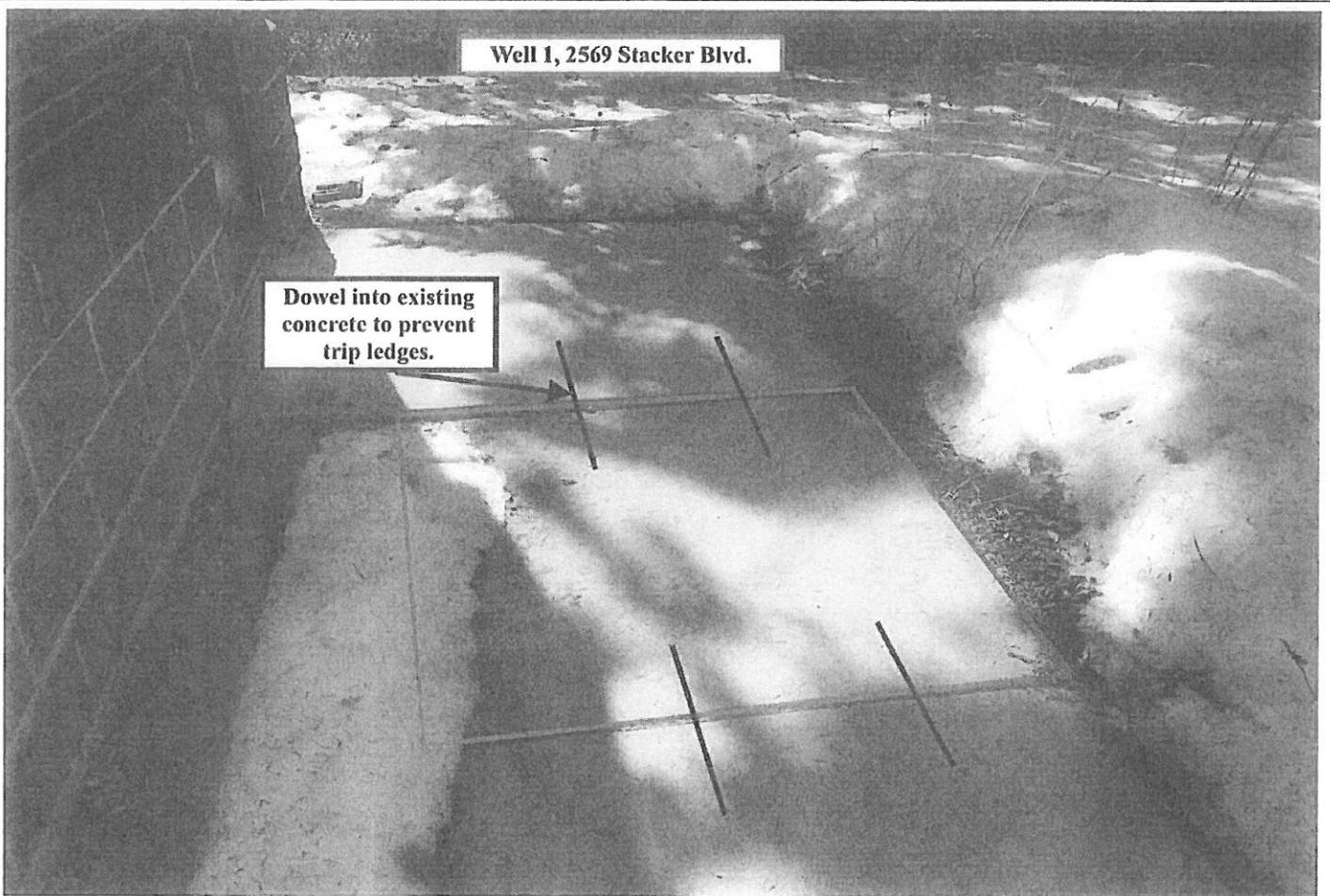
Well 1, 2569 Stacker Blvd.

- Remove and recycle 4 sidewalk panels, total 70 square feet.
- Excavate area as required.
- Install concrete as follows;
 1. Install class 5 recycled concrete base (4"-6") and power compact area 3 times.
 2. Install wire mesh.
 3. Dowel into existing sidewalk to prevent trip ledges.
 4. 4,500 p.s.i premium aggregate mix (no fillers).
 5. Pour concrete 4" thick for sidewalk, trowel smooth and lightly broom finish.
 6. Seal concrete with "Cure and Seal" membrane sealer to promote a proper curing process.
 7. Thoroughly clean affected area.

Total: \$1,520.00

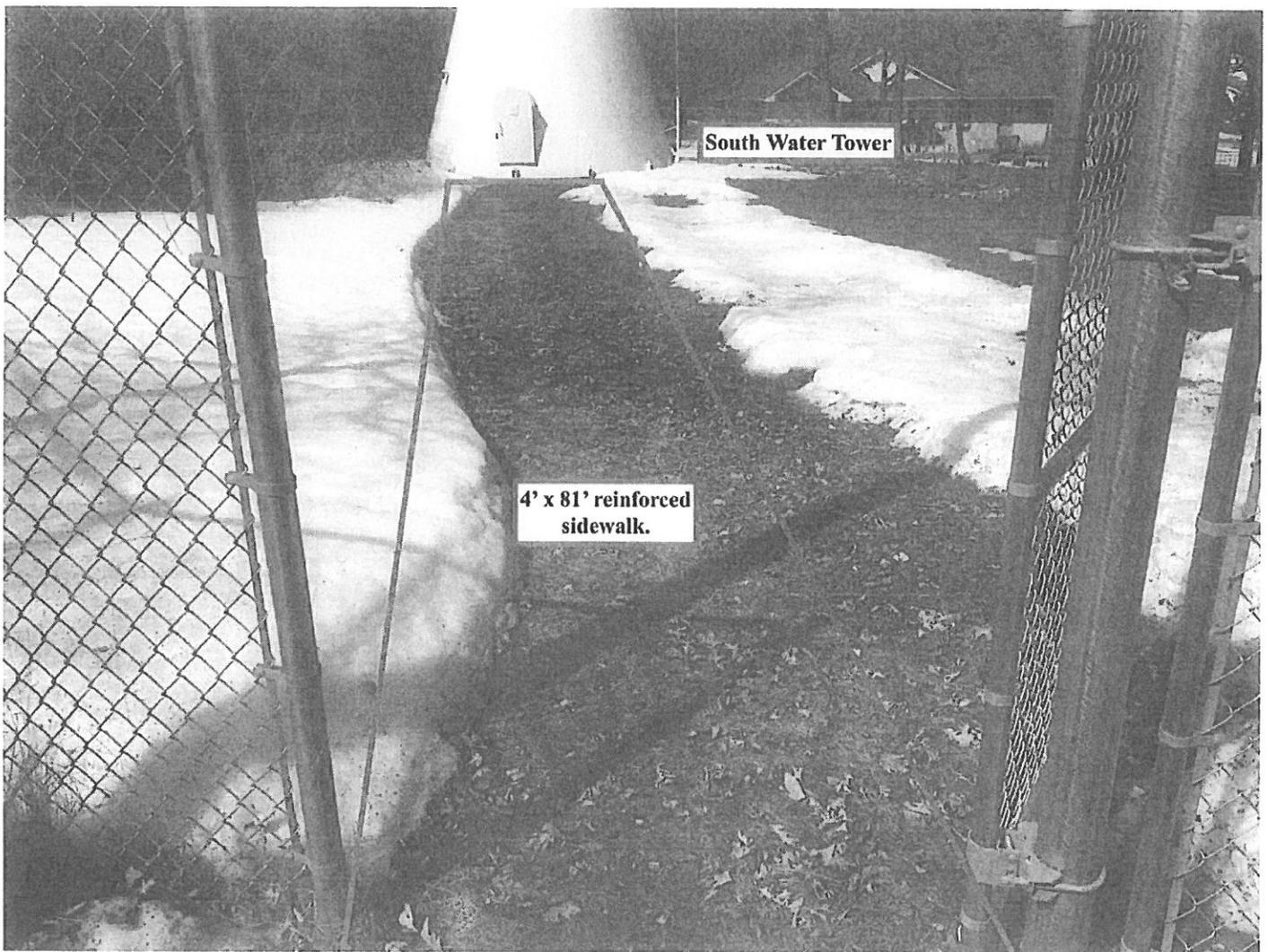
(initial)





South Water Tower, Sidewalk (325 square feet).

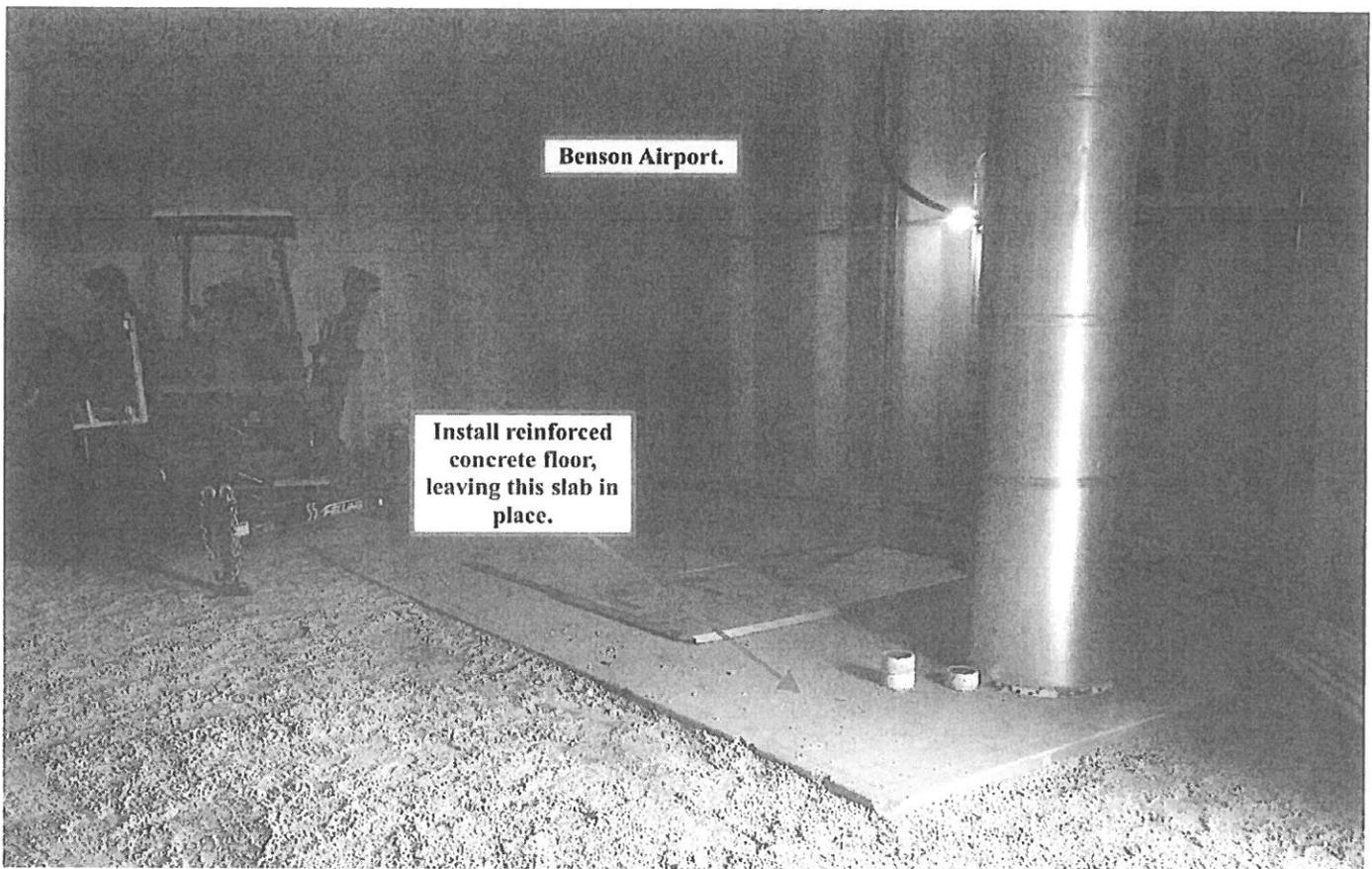
- Excavate area as required.
- Install concrete 4' x 81'.
 1. Install class 5 recycled concrete base (4"-6") and power compact area 3 times.
 2. Install wire mesh.
 3. 4,500 p.s.i premium aggregate mix (no fillers).
 4. Pour concrete 4" thick for sidewalk, trowel smooth and lightly broom finish.
 5. Seal concrete with "Cure and Seal" membrane sealer to promote a proper curing process.
 6. Thoroughly clean affected area.

Total: \$3,850.00**(initial)**

Benson Airport Water Tower Floor (1815 square feet)

- Excavate area as required, spreading material on site.
- Leave existing slab in place, (152 square feet).
- Install concrete as follows;
 1. Install wire mesh.
 2. 4,500 p.s.i premium aggregate mix (no fillers).
 3. Pour concrete 4" thick for slab, trowel smooth and lightly broom finish.
 4. Seal concrete with "Cure and Seal" membrane sealer to promote a proper curing process.
 5. Thoroughly clean affected area.

Total: \$12,920.00 (initial)

**Exclusions**

- Landscaping repairs.
- Irrigation Systems/Electrical/Utilities: Not responsible for damage to irrigation lines and heads/electrical lines/utilities. Goodmanson will use the best care possible to prevent any damage and will repair unexposed services at additional charge.

Terms of Proposal

Length of Proposal:

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Irrigation Systems/Electrical/Utilities (if applicable):

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Payment Schedule:

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CASH & CHECK ACCEPTED OR MASTERCARD & VISA WITH 2 % SERVICE FEE



MN License #BC627075
AA ADA EEO Employer

Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: Goodmanson Construction, Inc. All concrete cracks. Every measure possible will be taken to control cracks so they cannot be seen.

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ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Goodmanson Construction is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

BILLING INFORMATION Preferred Billing: Email or USPS

Business Name: _____

Contact Name: _____

Project Name: _____

Mailing Address: _____

City, State, Zip: _____

E-mail Address: _____

DOCUMENTS NEEDED:

- W-9
- Certificate of Insurance
- Other _____
- P.O. # _____

Submitted by:

Matt Lang

Project Estimator/Designer



**Town Board Meeting
July 2, 2018**

Agenda Number: 8C – New Business

Park Board Recommendation:

Subject: LeGrandFest –

- a) Authorize Exclusive Use of Park on Saturday, August 18, 2018 From 7:00 a.m. to 10:00 p.m. to Hold LeGrandFest
- b) Approve Agreement & Authorize Execution by the Town Board Chair & Town Clerk

Documentation: Mitchell LeGrand Request /
Agreement & Non-Profit Consent

Action / Motion for Consideration:

Report at Meeting / Discussion

Based on Park Board, Staff & Town Attorney Review & Recommendation:

- a) Authorize Exclusive Use of Polar Lakes Park to Mitchell LeGrand to Hold LeGrandfest on Saturday, August 18, 2018, Pursuant to Section 4-7 of Ordinance No. 45 (Parks), Which States as Follows:

“Section 4. PARK REGULATIONS & PROHIBITED USES. It shall be unlawful to commit or do any of the following within any part, public dock, recreational area, or parking area in conjunction therewith in the Town of White Bear:

4-7. Make use thereof to the exclusion of the general public or charge admission for entry therein without having first obtained a permit from the Town Board.”

- b) Approve LeGrandfest Agreement & Authorize Execution by the Town Board Chair & Town Clerk Noting that Application for the Temporary On-Sale Liquor License will be Approved Separately.

Minutes
Park Board Meeting
September 21, 2017

LEGRANDFEST – RE-CAP, MITCHELL LEGRAND TO ATTEND: Mitchell LeGrand attend the meeting to review the first ever music fest to be held at Polar Lakes Park. He stated that the event was a way to provide an opportunity for young musicians to showcase their talent. The event is affordable and provides good entertainment. There were 100 young musicians who participated in the event. This was the first big concert event in the metro area of this kind. Approximately 772 people attended the music fest. Next year and future years bigger name bands will be added. There was excellent security support and traffic control. There was a situation where soccer players had come to the park to play soccer. They were notified that soccer was eliminated for that day. Many of the soccer players just stayed and listened to the music. The soccer association and soccer teams need more information next year. More community advertisement is planned for next year. Mitchell LeGrand stated that everyone was so nice. There were no medical issues; there was no rowdiness; and no one came drunk. He reviewed their budget. Although there was little to no profit, the event is a good start for future events. Next year the plan is to have sponsors for the stages. They would also like to serve alcohol. The month of September is good but the date needs to be changed because of the State Fair. The last weekend in July or the first weekend in August would be good. Mitchell LeGrand thanked the Park Board and Public Works staff for their extraordinary support and help. He stated that he would like to hold the event next year, if the Town approves.

Minutes
Town Board Meeting
July 6, 2018

LEGRANDFEST: 1) AUTHORIZE EXCLUSIVE USE OF PARK; 2) APPROVE AGREEMENT: The Planner reported that Mitchell LeGrand is proposing a music festival at Polar Lakes Park on August 19, 2017. This will be an all-day event utilizing the park. As a result he is requesting that the Town Board grant him exclusive use of Polar Lakes Park for the LeGrandfest. The proposal has been reviewed by the Park Board and recommended for approval. Mr. Mitchell also provided a presentation to the Town Board at the last Executive Workshop. Since that meeting staff has been working with the Town Attorney to draft a license agreement to allow the festival as proposed. Staff has reviewed the agreement both with the Town Attorney and Mr. LeGrand today and the agreement is close to being finalized. Based on Park Use Policy a \$500 damage deposit will be required and based on the number of participants anticipated the Town will collect a sum of \$1.00 per attendee.

Mitchell LeGrand, Director and Co-Founder of LeGrandfest reported that he has reviewed the agreement and other than some misspelling of the name “LeGrand” it is fine with him and the application fee and deposit are fair. Two of the issues brought up were bathrooms and security. They are willing to support more bathrooms. Security guard uniforms were addressed and the security guard will have brightly colored uniforms. A concern was addressed regarding the decibel level of the music. Their sound provider assured that the music will not exceed 86 decibels which is recommended for outdoor music at public events. They have two different sound companies utilizing sound professionals. There is a finalized line up of 40 bands and musicians willing to play. They have advertisement and ticket sales ready to launch if approval is received. Kermes notes that Mr. LeGrand provided a comprehensive overview of the proposed event to the Town Board at the Executive Workshop. He asked if they are anticipating a limit of 4000 attendees and how will they control that there will be no more than 4000 attendees. Mr. LeGrand stated that they do propose to limit attendance

to 4000. They can control attendance through prior ticket sales. If there are people who want to attend but attendance is at its max they will have traffic control turn people back and they will have "sold out" signs posted. The security people will have those instructions and have procedures for implementation. There will be directions for parking and Ramsey County Sheriff's Office will control traffic. Kermes asked about cleanup after the event. He asked staff to see that the cleanup is satisfactory. Mr. LeGrand noted that in the proposal there is a provision for cleanup a day after the event. He stated that their plan is to have the park cleaned up by the end of the night however the dumpster company does not do night pickups. Kermes noted that the park will be shut down for public access. He asked about the playground and if it would be available. The Planner stated that the playground will not be available on that date. Ruzek stated that the last time the Board talked with Mr. LeGrand it was a little unclear regarding security. He asked what the conclusion has been reached regarding the number of security people needed. Mr. LeGrand reported that they are contracting with Wrangler Security from Minneapolis who use off-duty police officers and off-duty National Guard. They are licensed in the State of Minnesota. Their recommendation from Ramsey County for the number of security is eight, but the plan is to have 15 security people. If on the day of the event more security is needed they will hire more. He reported that the Ramsey County Sheriff's Office is providing traffic control which is separate from security. Ramsey County will control traffic at Otter Lake Road and White Bear Parkway. Ruzek asked the Town Attorney if the agreement will be finalized tonight. The Town Attorney stated that they are finalizing the agreement tonight and will come before the Town Board for final approval. He noted that being able to identify security is important. Mr. LeGrand reported that security will wear bright green shirts. The Town Attorney stated that another aspect was a medical tent and if it will be identified. Mr. LeGrand stated that they will be provided by the same security company and that he will have a number of certified people provided to staff the tent. The Town Attorney referred to paragraph 11 of the License Agreement which deals with alcohol, tobacco, and weapons prohibition. The Planner reported that alcohol is permitted in Town parks. There is no intention of allowing alcohol or having a beer tent which was in the original consideration. Mr. LeGrand reported that no alcohol will be allowed. Bags will be checked at the entrance and if any alcohol is intended to be brought in the attendee will be asked to remove it before entering. The same pertains to tobacco. Ruzek asked if the security people will be well informed because this is something that can get out of hand easily. Mr. LeGrand stated that the security will be well informed. The Town Attorney reported that the use of utilities was discussed. The Planner reported that amphitheater stage does have power outlets. Those would be available. The three other remote stages will be powered by generators provided by the event organizers and not by the Town. The Town Attorney asked about trash disposal and recycling. Mr. LeGrand stated that they had only proposed trash receptacles but will provide recycling receptacles as well if the Town desires. The Planner reported that the Town can provide recycling containers for an event such as this. Containers are in stock provided by Ramsey County. The Town Attorney reported that there was discussion regarding the number of portable toilets to be provided. The Planner reported that they will provide 16 portable toilets which will meet the recommended ratio. The Town Attorney asked if the medical people are certified. Mr. LeGrand stated that they are. The Town Attorney asked if there will be provisions for "spray-downs" and water for attendees if the weather is very hot. Mr. LeGrand stated that they will have water for the bands and will have plenty of water for emergencies but had not proposed to provide water to all the attendees. He noted people often carry water bottles and there will be food vendors who will sell water. Ruzek asked if there is a situation that the event gets out of hand and the Ramsey County Sheriff's Office is called, the License Agreement should contain that something that allows the Sheriff's Office to shut the event down. Mr. LeGrand stated that is acceptable. The Town Attorney asked if there are other points of entry. Mr. LeGrand stated that they propose only one entrance for attendees and that there will be security walking the grounds to assure that all participants enter through that area. The Town Attorney asked if there will be wrist bands. Mr. LeGrand stated that participant's hands will be stamped at the door. Kermes urged the use of wrist bands. Mr. LeGrand stated that they will make it happen. Ruzek asked if they are working with neighboring businesses for use of parking lots. Mr. LeGrand stated that they are. Ruzek asked if it is agreed that the contract should state that the Ramsey County Sheriff's Office may close the event down if things get out of hand. Mr. LeGrand stated that they do agree to having that provision in the contract. Kermes asked Mr. LeGrand if they

have insurance provisions yet. Mr. LeGrand stated that they do have insurance information but have not filed it yet pending approval of the event. Mr. LeGrand asked about the notation in the License Agreement (No. 22(b) which states "The use of concessions and/or vendors in the Park during the Event is prohibited" and asked if it is to be deleted. The Planner stated that this should be deleted. There will be food vendors who need to be licensed by Ramsey County Health Department.

Ruzek moved based on staff review and recommendation to authorize exclusive use of Polar Lakes Park to Mitchell LeGrand to hold LaGrandfest on Saturday, August 19, 2017 pursuant to Section 4-7 of Ordinance No. 45 (Parks), which states as follows: "Section 4. Park Regulation & Prohibited Uses: It shall be unlawful to commit or do any of the following within any park, public dock, recreational area, or parking area in conjunction there with in the Town of White Bear: 4-7. Make use thereof to the exclusion of the general public or charge admission for entry therein without having first obtained a permit subject to details finalized with the Town Attorney including plans for security and locations and insurance coverage. Kermes seconded. Ayes all.

Ruzek moved to approve LeGandfest License Agreement and to authorize execution by the Town Board Chair and Town Clerk, subject to details finalized with the Town Attorney including plans for security and locations and insurance coverage. Kermes seconded. Ayes.

Dear Parks Board of White Bear Township,

I hope that this letter finds you well. My team and I have been hard at work trying to make another LeGrandfest happen this year. Due to the fact that I have been out of the country since January, I apologize that you are hearing so late from us this summer. We would like to request to use the space again at Polar Lakes Park for the LeGrandfest Music Festival. The date we would be hoping for is August the 18th, however, we are flexible with dates.

Last year, the event went very smoothly for our first year. Especially given the fact that the entire event is run by young volunteers. LeGrandfest aims to give young people the lead at the event. This means that the majority of our musicians are under the age of 25, as are the artists that we give vendors space, and the people that make up the team. For such a new and young event, we made ourselves known to the Minnesota community. We have had pieces done about the event on the Current (the local public radio music station), we were mentioned on a number of local music new sites, and we were runners-up for a Minnesota Arts Festival Grant, which missed due to our lack solely due to us being a new event. Most important to us, young musicians have recognized us as an event that they are eager to be involved with. Our bands from last year are doing big things! One played a stage at Rock the Garden, three have been signed to record labels, two produced full-length albums, and several did cross-country tours together. That good reputation has spread and this year we have already received over 100 applicants that would like to play! We can ensure quality music for the day and another year of happy volunteers to make the day run smoothly!

To address any concerns, you may have from last year. We will be switching the dumpster company because of the fact the dumpster was left for over a week after the event. There were difficulties with the energy supply, so we will be bringing in larger generators. Due to the number of artists we had last year and their smaller followings, we will be reducing the number of musicians and stages to give more of an audience to everyone. Because the number of musicians will be lesser, we would hope to open the lower parking lot to the public, so it is less of a walk for our attendees. If there are any other concerns that you would like addressed, please don't hesitate to ask. We are more than happy to comply with the requests of the city.

We would love to use the park again for this event. To us, it is the perfect place to host it. The music sounded great, people had enough space, we were lucky to have a perfect weather and a day where everyone was safe and enjoyed themselves. We appreciate your time and consideration.

Sincerely,

Mitchell LeGrand

LEGRANDFEST OUTLINES

HISTORY

LeGrandfest started in 2013 with a group of high school friends in a punk rock cover band. Jeffrey Guenther, Luke McCutcheon, Michael Larranaga, and Mitchell LeGrand played at shows like the high school battle of the bands, the occasional local talent shows, and Station 4 in St. Paul. Station 4 was one of the few venues that would let a group of fifteen and sixteen year olds play shows in the area. It was the band's favorite place to play because many of their favorite artists went through and played the venue. Unfortunately, Station 4 went out of business before a show the band had been hoping to play at. Instead of accepting defeat, the group decided to have their own show. One that young people would be welcomed to play at!

The spring of 2013, the first LeGrandfest was held in Vadnais Heights Minnesota in the backyard of the lead singer's house, Mitchell LeGrand. The stage was built out of old pallets the guys found on the side of the road, used doors from Menards, and carpeting they acquired from the dumpster of a flooring store. They invited a few other high school age bands to play on their rickety stage and invited all of their friends to their show. The day consisted of three bands playing cover music, one-hundred-eighty-two students in attendance, and it was the day LeGrandfest became established as a local tradition.

Despite Mitchell's attempt to rename the festival something like "The Backyard Bash" or "The Bear Town Rock" for White Bear High School, the name LeGrandfest stuck in the town. It became an annual summer event. After three years at Mitchell's house, we outgrew the space and moved out to Hugo. At that point, we had a dozen bands, hundreds of attendees, and a noise complaint (never to fear the show went on, the police that were called even stayed for a set). After that, we realized it was time to take the show out of our backyards.

In 2017, LeGrandfest became a large scale public music festival. The team learned the process of receiving city approval, filing permits, logistics management, recruiting of bands and artists, advertising, finding sponsors, and much more. Our mission was to give as many young musicians and artists a platform to present their music or work as we could. We want to empower young people and prove that young people are capable of creating amazing things. That day consisted of 38 bands and musicians playing at four different stages. The stages were broken up into genre; alternative/indie rock, punk rock/progressive/metal, hip-hop/R&B, and acoustic/singer-songwriter/folk. The event had sixteen vendors that were all young artists or entrepreneurs. Our attendance was nearly one thousand people over the course of the day and our tickets were the cheapest of any local music festival that year being fifteen dollars advanced and twenty dollars at the door.

We learned a lot in 2017. We had a last minute fiasco with a stage that was donated that needed to be pulled. The morning of we needed to rush to the other side of the city to rent a new truck that could hold a newly rented stage, which set one stage back about thirty minutes. There was trouble with two of the six generators used during the event, which was alarming but was fixed early in the day. Despite the few setbacks, the day was an overwhelming success for us. We learned what it takes to run a local music festival and we plan on only improving and providing more opportunity as the years go on.

MISSION

The mission of LeGrandfest is to provide young people with a platform to present their creative work on. Our primary goal is to give young musicians a chance to play on an outdoor stage for a large audience. We also want to give you artists, designers, entrepreneurs, non-profit owners, and other young organizations a chance to present themselves to a large audience. Lastly, our festival is meant to be run by young people for young people. The team consists of mostly students or young adults and teaches the new team members how to organize and run large events.

PUBLIC STATEMENT

LeGrandfest is a local outdoor music and arts festival run by and for young people. This annual event provides young musicians, artists, designers, and entrepreneurs with a public platform to perform, display, showcase, and present their work.

TEN GOALS OF LEGRANDFEST

1. Provide young musicians an opportunity to play for a large audience
2. AND in an outdoor setting, which young musicians rarely get the chance to do.
3. Give musicians and artists a chance to network with one another.
4. Give young artists, entrepreneurs, non-profit owners, and young organizations an affordable event to set-up a tent at.
5. Create a large scale music event north of the metro in Ramsey County because there is no similar event in the area.
6. Create an event that is appealing to a diverse all ages audience.
7. Keep ticket prices affordable for our primarily young audience members.
8. Involve as many community members and organizations as possible.
9. Continue to be run by young adults and students to train in the next generation of community organizers and to help more young people develop professional skills.
10. Establish a new Minnesota Tradition.

POSITIONS AND CURRENT TEAM MEMBERS

Festival Director (Mitchell LeGrand): The festival director is in charge of making final large decision, representing the organization at community approval meetings, and serving as the face of the organization. Additionally, the festival director takes time to train the new annual team alongside the assistant directors. The festival director serves as the main point of contact for partnering organizations. The position includes duties like emailing and in-person meeting with potential partnering organizations, having weekly meetings with the festival team, hiring and training in new team members, and leading during the week of the festival.

Assistant Directors (Luke McCutcheon and Mike Larrañaga): The two assistance directors are in charge of reviewing decisions made by the specialized staff before bringing it to the executive director for final decisions. At least one assistance director should be present when the executive director is having an in-person meeting. In the case the executive director can not attend a meeting, both assistant directors should be present to conduct business. During the day of the festival, the assistant directors should be just as capable of leading an answering questions as the executive director. The position includes duties like public outreach, attending approval meetings, and creating new initiatives for the festival.

Website Manager (Austin Lothenbach): The website manager is in charge of creating and keeping the website updated. This includes keeping the line-ups updated, making sure sponsors are represented, and that information to potential attendees or performers are as clear as possible. Their job will also include search optimization and online marketing.

Graphic Designer (Ashlyn Behrman): The graphic designer will be in charge of creating the annual theme and branding scheme. This will include poster, social media ad images, graphics for the website, and the clothing for the festival. The graphic designer will work with the directors and marketing specialist to create material to represent the event. Graphic designers will also be a large contributor to social media coordination.

Marketing and Social Media Specialist (Andres Larrañaga): The marketing specialist will be in charge of finding outlets for advertisement. This includes radio station outreach, print publication ads, locating billboards, and running our social media campaigns. The marketing specialist must meet to present marketing plans with the directors before making financial decisions regarding the festival's marketing strategies.

Public Outreach Coordinator (Henry Adebisi): The public outreach coordinator will be our lead initiator for new partnerships for the festival. These organizations can include other local non-profits, community organizations, and individuals that would like to contribute to the festival. The public outreach coordinator can arrange for meetings between organizations and the directors and be the main communicator between the two.

Sustainability Coordinator (Cassidy Valade): LeGrandfest aims to be eco-friendly and to promote sustainable practices. The coordinator makes sure that we are taking the right steps to achieve these goals. This includes planning our waste plan, creating clean-up guidelines, and finding other ways we can continue making an ecological difference.

Recruitment Coordinator (Annika Heine): The core team at LeGrandfest is the smallest part of the festival. There are hundreds of musicians, artists, community partners, volunteers, and staff that need to be there to make our festival what it is. The Recruitment coordinator is responsible for scouting musicians, artists, volunteers, and others to participate in the festival. They are responsible for finding resources and outlets for these kinds of recruiting projects.

Logistics Management (Zoe Vogel): The logistics manager is in charge of reviewing our suppliers and finding the best price for our event. The biggest duty is to monitor our budget and making sure we maintain good financial standing. Being in charge of logistics means working with the directors to advise financial decisions.

Fundraising Team: The fundraising team is in charge of creating revenue streams for the festival on multiple platforms. This may include promotional campaigns, online donation platforms, and fundraising events. This team may consist of other team members and a head coordinator. They work with everyone over the course of the year on smaller projects leading towards the actual festival.

PAST PARTNERSHIPS

CAPITOL GUITARS: Established in 2004 by Twin Cities musicians Eric Berg and Billy Bergeron of the local sci-fi punk band, Invasion Earth, Capitol Guitars is a full-service, independent guitar store located in the historic cathedral hill neighborhood after a 12 year tenure in downtown St. Paul. As strong supporters of the local music scene, don't be surprised to see us at one of your shows. We'll even help carry your gear on and off stage if you bought it from us (within 30 days of purchase—some restrictions may apply!).

DONATED BACKLINE AND PROMOTIONAL MATERIAL

CATALYST MUSIC: A nonprofit organization whose mission is to provide young people with equitable access and opportunities to see, experience, and participate in the Twin Cities live music scene.

DONATED SOUND EQUIPMENT

THE GARAGE: is a nonprofit music venue and recording studio where young people can perform, see and open for touring artists, train in event production, record, and practice arts journalism. It's a place for young people to develop knowledge and skills from artists and industry professionals. It's a place for music to happen.

DONATED SOUND EQUIPMENT AND SOUND TECH

LARRAÑAGA BROS. STUDIOS: The Larrañaga Bros are Andy and Mike Larrañaga. They both began playing their instruments at a young age; Andy playing guitar and Mike, drums and piano. They shared many of the same musical influences growing up and as they became more familiar with their instruments they inevitably began jamming together. The jamming consisted of covering a wide variety of songs and gave way to writing original music. In July of 2015, they launched their own record label, Larrañaga Bros Studios. The Larrañaga Bros have released 1 collaborative album and 1 collaborative single. They are set to release their debut album in early 2017.

FINANCIAL DONATION

MUSIC IN MINNESOTA: Music In Minnesota is your #1 source for music news, concert reviews, and events in Minneapolis and beyond.

PROMOTIONAL MATERIAL

PREFERRED KITCHENS: Preferred Kitchens is a kitchen remodeling contractor serving White Bear Lake, North Oaks, Vadnais Heights, Shoreview, Stillwater, Oakdale & Saint Paul MN.

FINANCIAL DONATION AND WATER DONATION

RADIO K.: Radio K (KUOM) is the award-winning student-run radio station of the University of Minnesota, playing an eclectic variety of independent music both old and new. Radio K educates students, breaks ground in musical programming, and provides cutting-edge cultural coverage through our specialty shows and Real College Podcast.

PROMOTIONAL MATERIAL

RUCK B. MUSIC: Ruck. B Music (RBM) was founded by Kyle Rucker, a proven entrepreneur, visionary, songwriter and founder of the nationally recognized and implemented youth empowerment and community change organization The Footsteps Movement.

FINANCIAL DONATION

RUDY'S REDEYE GRILL: Local restaurant and bar run by local rotary member.

DONATION OF STAGE

WHITE BEAR LAKE ROTARACT: The White Bear Lake Rotaract is a group dedicated to the idea of "service above self." Our meetings have speakers, we volunteer, and host fun social events

BENEFACTOR OF LEGRANDFEST 2016

REVENUE STREAMS

1. Pre-Sale Tickets
2. Day of Tickets
3. Vendor Spaces
4. Food Sale Spaces
5. Sponsorship Deals
6. Merchandise Sales
7. Donations/Fundraising
8. Micro Investments

VOLUNTEER PLAN

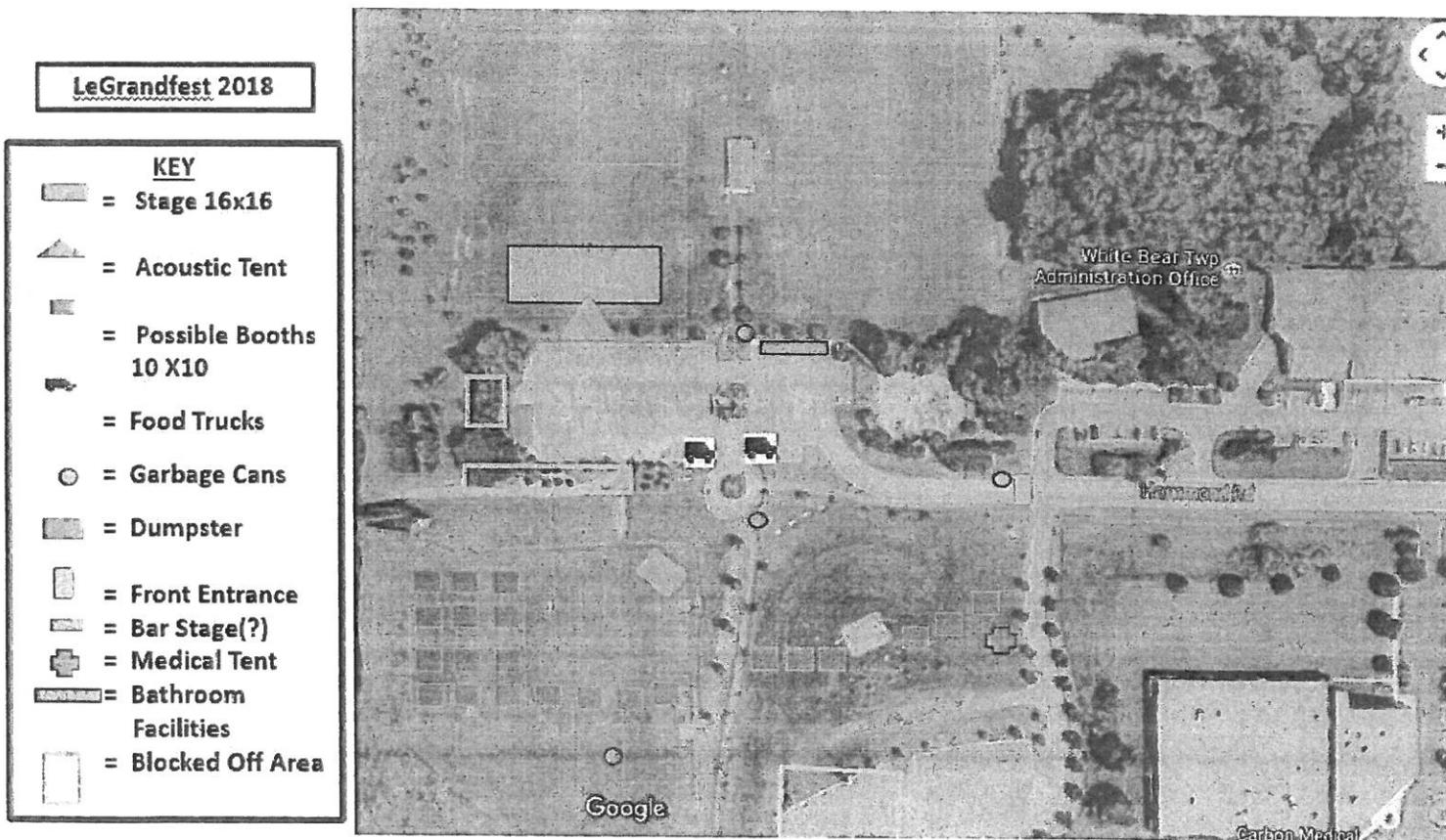
1. Incentives for Volunteers
 - a. Free Tickets
 - b. Free Merchandise
 - c. Volunteer Hours
 - d. Organizational Donations
 - e. Band Volunteers
2. Volunteer Recruitment Strategy
 - a. Volunteer Websites
 - i. Volunteer Match
 - ii. Hands on Twin Cities
 - b. Local Organizational Recruitments
 - i. The Garage Newsletter
 - ii. Local High School
 - iii. Local Rotary (Other Community Groups)

LOGISTICS SUPPLIERS

1. Sound Equipment: The Garage (Two Stages) for \$600.00
2. Space Rental: White Bear Township (Polar Lakes Park) \$600.00 Damage Deposit + \$500.00 Rental + \$1.00 per attendee.

3. Security and Medical: Excalibur Security: 8 Guards + 2 Medically Certified Guards \$1453.00
4. Trash Services: Minneapolis Dumpster Rental \$540.00 for 20 yard dumpster
5. Event Insurance (Attendance up to 2,000 fully covered to the city standards): Main E. Street Insurance \$537.63
6. Stage Rental: Crown Rental \$550
7. Bathroom's: 12 from Jimmy's Johnny's \$1,285

Layout



LICENSE AGREEMENT

This LICENSE AGREEMENT (“Agreement”) is made and entered into this ___ day of July, 2018 by and between the Town of White Bear, a Minnesota political subdivision (“Town”) and Mitchell LeGrand (“Licensee”).

WHEREAS, the Town is the owner of a recreational facility located on Hammond Road, identified as Polar Park; and,

WHEREAS, Licensee has requested the Town’s permission to use the designated area of Polar Park (“Park”) for the purpose of conducting a music festival known as LeGrandfest (“the Event”); and,

WHEREAS, the Town has considered the Licensee’s request and the Town Board has approved said request subject to the following covenants and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. Park.

The Town hereby grants Licensee exclusive use of that portion of the Park identified on Exhibit A attached hereto. This Agreement does not include use of the Town Hall which is adjacent to the Park. The number of attendees, exclusive of performers, contractors, or employees of licensee, shall not exceed 4,000.

2. Term.

Licensee shall be entitled to use of the Park from 7:00 a.m. on August 18 until 10:00 p.m. on August 18, 2018. This time period includes the time necessary for set up and clean up.

3. License Fee.

Licensee hereby agrees to pay to the Town the sum of \$1.00 per attendee for use of the Park. The Licensee further agrees to pay the Town an additional \$500.00 damage deposit for any additional day that the Park is not available to the public not within the Term set forth in Section 2. The initial License Fee is due at 12:00 noon on the Monday after the Event. Any additional fee must be paid within 48 hours after the Event.

4. Security Deposit.

The Licensee shall pay a security deposit of \$500.00 upon execution of this Agreement. The security deposit is for the purpose of repairing any damage caused to the Park due to the Event. The Town shall have the sole right to determine what repairs or restoration are necessary to return the Park to the same condition as existed prior to the Event occurring and shall have the right to withhold from the security deposit those costs without first obtaining the consent of Licensee.

5. Entertainment.

The Town does authorize entertainment to be provided as described on Exhibit B to this Agreement. All costs incurred in providing said entertainment, including all fees due performers, labor, suppliers and contractors, shall be the sole responsibility of the Licensee. The Licensee shall indemnify and hold harmless the Town and its officials, employees and agents, from all damages, costs and expenses (including attorneys' fees), arising from any such entertainment. The Licensee's insurance policy shall indemnify the Town.

6. Copyrights.

Licensee shall be responsible for all costs for use of patented or copyrighted devices, music, performances, materials and other works used in connection with the Event. This shall include, but not be limited to, any royalties due a song's copyrighted owner, including but not limited to, those royalties collected by the American Society of Composers, Authors and Publishers or by the Broadcast Music Incorporated. Prior to commencement of the Event, Licensee shall provide the Town with written evidence that arrangements have been made to pay any royalties which may be due. The Licensee shall indemnify and hold harmless the Town and its officials, employees and agents, from all damages, costs and expenses (including attorneys' fees), arising from any such use.

7. Advertisement.

(a) The term "Event Promotion" shall mean any and all advertising and promotion relating to the Event or referring to the Park, the Town or any of its affiliated entities, including all radio, television, newspaper and other advertising, as well as promotional releases, tickets, photographs, images, audio or video recordings (whether in printed, electronic or digital form or otherwise).

(b) Licensee shall submit each Event Promotion to the Town at least seven (7) days prior to its intended publication, transmission or other use, including in each case (as soon as available) specific dates of proposed distribution, publication or transmission for each medium names of newspapers, television stations and World Wide Web sites in or on which such Event Promotion would appear. Licensee shall not distribute, publish, transmit or otherwise use any Event Promotion without prior written approval from the Town, which approval may be withheld at the Town's sole discretion.

(c) Licensee represents and warrants to the Town that it has secured all rights required to advertise, promote and complete the Event, including the appearance of all event participants. Licensee hereby guarantees that each person and group advertised as participating in the Event shall in fact participate in the Event as advertised.

(d) Any failure by Licensee to comply with any requirement of this Section shall be a material breach of this Agreement.

8. Security.

The Licensee shall be responsible for all security during the Event. At least five (5) business days prior to the commencement of the Term set out in Section 2 of this Agreement the

Licensee shall provide the Town with a copy of a security contract and security plan which the Town shall have the right to review and approve or disapprove at its sole discretion. All security personnel shall be insured by Licensee and shall provide to the Town a copy of said insurance. The names and number of security personnel shall be given to the Town at least five (5) business days prior to the commencement of the Term. Security personnel shall be on site three (3) hours before the commencement of the Term and three (3) hours after the termination of the Term.

9. Traffic and Parking.

The Licensee shall contract with the Ramsey County Sheriff's Office to provide the necessary traffic control required to conduct the Event. At least five (5) business days prior to the Term set forth in Section 2 of this Agreement, the Licensee shall provide the Town with a written contract with the Ramsey County Sheriff's Office and a traffic control plan. The Town shall have the right to review said plan and approve or disapprove at its sole discretion. The Town shall make available to the Licensee certain parking areas as shown on Exhibit A attached hereto for the purpose of parking vehicles used by the entertainers. Said parking lots shall not be used by any other event participants and it is the Licensee's sole responsibility to arrange for parking for all event participants.

10. Sound.

All sound generated by the event shall not exceed 80 decibels outside a boundary of one quarter mile from that area of the Park identified on Exhibit A attached hereto. It shall be the Licensee's responsibility to monitor said sound levels. If sound levels are found to exceed the decibel limit set forth in this Section, the Licensee shall take immediate action to reduce the sound level to a level not to exceed 80 decibels.

11. Alcohol, Tobacco and Weapons Prohibition.

Licensee hereby agrees and understands that all alcohol and tobacco is prohibited from being brought, used, distributed or sold in the Park ("Alcohol and Tobacco Prohibition"). The Licensee shall use his best reasonable efforts to ensure that no alcohol or tobacco is sold on or otherwise made available by any person under his control in any area of the Park during the Event. During the Event, Licensee shall communicate the Alcohol and Tobacco Prohibition to all those using the Park during the Event, including but not limited to, Licensee's employees, contractors, agents and suppliers, event participants and event goers. Said communication shall include written statements of the Alcohol and Tobacco Prohibition, together with a statement of consequences of violating said Alcohol and Tobacco Prohibition. This shall include confiscation of alcohol and tobacco and removal of violators from the Event. The Town prohibits the possession of guns and other weapons in the Park and the Licensee shall take the necessary steps outlined under state law to post the required signage and notify visitors.

Prohibition against sale of alcohol shall not apply to the sale of beer subject to the following conditions and controls. The Town shall permit the onsite sale of beer by a non-profit organization selected by the Licensee and approved by the Town. The non-profit shall be responsible for obtaining all of the necessary licenses from Ramsey County and approval from

the Town. All licenses and approval shall be obtained at least one week prior to the event. The Licensee and the non-profit shall obtain a DRAM SHOP insurance policy which shall include the Town as additional named insured. The coverage limit of said DRAM SHOP policy shall be not less one million dollars (\$ 1 million). Sale shall occur within a controlled area and containers of beer shall not be removed from that controlled area. It shall be the responsibility of the Licensee and the non-profit organization to make sure that all beer sales comply with applicable state laws. Licensee and the non-profit organization shall jointly and severally hold the Town harmless from any and all claims for property damage or personal injury resulting from the sale of beer.

12. Utilities.

The Licensee is solely responsible to provide all utilities, including but not limited to, electrical and water required for the Event. The Licensee shall have no right to use power outlets now existing at the Park or the Town Hall adjacent to the Park except on the amphitheater stage. Any electrical equipment, including but not limited to, generators, power outlets and amps, shall be inspected and in compliance with local and state code. Any costs for inspection shall be the responsibility of Licensee.

13. Refuse.

The Licensee shall be solely responsible to remove all stages, fences, or other temporary improvements constructed for the purpose of conducting the Event. The Licensee shall also be responsible to remove all refuse generated by the Event. Licensee shall obtain a dumpster and locate it in a location agreed to by the Town and shall deposit all refuse generated by the Event in said dumpster. If said dumpster is located on Town property, it must be removed no later than 5:00 p.m. of the next business day after the Event. Licensee shall obtain refuse bins to place throughout the Event area, with separate labeled bins for recycling and general refuse.

14. Sanitary Facilities.

It shall be the Licensee's responsibility to provide adequate restroom facilities for event participants and event goers. Licensee shall provide at a minimum 14 number of portable restrooms which shall be positioned according to the locations set forth on Exhibit A. Said temporary restroom facilities shall be removed no later than 5:00 p.m. of the next business day after the Event. Said temporary restroom facilities shall be provided by a professional and licensed provider. Licensee shall provide a restroom facility plan five (5) days prior to the Event. The temporary restroom facilities shall be provided in the correct ratio for anticipated number of event goers.

15. Medical.

Licensee shall be responsible to maintain a medical facility on site for the purpose of treating any injuries or medical emergencies suffered by Licensee or his employees, contractors, agents and suppliers, or any event participant or event goer. This is the sole responsibility of the Licensee. If Licensee or his employees, contractors, agents and suppliers, or any event participant or event goer in or about the Park shall at any time accept or use the services of a

physician, nurse, ambulance service or other medical or emergency personnel or service, Licensee shall accept full responsibility for such services and all acts, conduct and omissions of such medical or emergency personnel or service, and will indemnify and hold harmless the Town and its officers, employees or agents from all responsibility and liability therefore. Licensee shall file with the Town an insurance policy for medical providers.

Licensee shall provide water in the medical emergency tent. All security and medical personnel shall wear bold clothing so as to be easily recognizable. Hosts of the event shall wear name tags or shirts which identify them as a host of the event.

16. Insurance.

The Licensee is required to obtain liability insurance for the Event. The Licensee agrees to obtain coverage in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 per incident. The Town shall be a named insured on said policy. Said policy shall be delivered to the Town at least seven (7) days prior to the Event and Town shall, at its sole discretion, have the right to require any amendments to the terms and coverages set forth in the insurance certificate.

17. Surrender.

After the conclusion of the Event, Licensee shall, as soon as possible but not later than the end of the Term, quit and surrender the Park. Upon such quitting and surrender, Licensee shall cause the Park to be in good order and in the same condition as prior to the commencement of the Term, except for ordinary wear and tear, and Licensee shall have removed from the Park any equipment, property, goods, materials and other items brought to (or otherwise at) the Park in connection with the Event. If Licensee fails to satisfy the foregoing, the Town may correct such failure at the Town's discretion (but the Town shall have no obligation to do so) and Licensee shall pay to the Town the actual costs and expenses of repair, storage and otherwise correcting such failure.

18. Force Majeure Event.

If the Park becomes unavailable for the Event because of acts of God, national emergency, war, labor dispute, failure of public utilities, fire, weather-related damage, casualty, order of government authorities or other cause beyond the reasonable control of the Town (a "Force Majeure Event"), then in that event:

- (a) The Town shall refund to Licensee the License Fee and Security Deposit (unless the Park was damaged due to the sole negligence, gross negligence or willful misconduct of the Licensee or any of his employees, contractors, agents and suppliers, or any event participant or event goer, in which case the Town shall keep all or a portion of the Security Deposit);
- (b) Licensee shall indemnify and hold the Town harmless for any losses Licensee may suffer due to cancellation of the Event due to a Force Majeure Event; and
- (c) Neither party shall have any obligation to the other under this Agreement (except to the extent that a party was in violation of this Agreement before such Force

Majeure Event, in which case such party shall continue to be liable for such violation).

19. Indemnification.

The Licensee shall defend, indemnify and hold harmless the Town and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorney's fees) incurred by the Town or any of its officials, employees or agents as result of any claim, demand, action or suit relating to any bodily injury (including death) loss or property damage caused by, arising out of, related to or associated with the use of the Park by the Licensee, its employees, contractors, agents and suppliers, all event participants and all event goers, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the Town or its officers, employees or agents.

20. Waiver and Assumption of Risk.

The Licensee knows, understands and acknowledges the risks and hazards associated with using the Park and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the Town or any of its officials, employees or agents for any bodily injuries (including death) loss or property damage incurred by the Licensee as a result of using the Park and hereby irrevocably releases and discharges the Town and any of its officials, employees or agents from any and all claims of liability.

21. Rules and Regulations.

The Licensee hereby certifies that he has read all rules and regulations which governs the use of public parks maintained by the Town. The Licensee shall be responsible for insuring compliance with the rules and regulations by the Licensees, employees, contractors, agents, event participants or event goers.

22. Assignment.

Licensee may not assign this Agreement or any rights to use the Park.

23. Restrictions on Use.

(a) Licensee may use the Park only for purposes of presenting the Event and for no other purpose or activity. No collection or solicitation, whether for charity or otherwise, shall be made or attempted without the prior written consent of the Town.

(b) All vendors shall be licensed per the Ramsey County Health Department regulations as required.

(c) Licensee shall comply with all laws, statutes, rules, orders, regulations and requirements, whether federal, state, county or municipal, and all lawful directions and orders of public officers (collectively "Laws") which impose any duty with respect to the Park or use and occupancy thereof.

(d) Without limiting the foregoing, Licensee shall comply with all rules, orders, regulations or requirements of the City of White Bear's Fire Department and all other Laws relating to fire or safety, and shall not have or permit in or about the Park any gasoline, acetylene or other fuel or combustible or hazardous substance (including any and all pyrotechnics and/or fireworks) without prior written approval of the Town. All work and materials done, furnished or permitted by Licensee shall be subject to approval by the Town (and, if the Town so determines, such Fire Department) and unless so approved may be prevented or removed by the Town. Licensee shall cause all decorations and other combustible materials to be flame proofed. If the Town so requests, Licensee shall deliver to the Town a flame proofing certificate in the form specified by Law.

(e) The Ramsey County Sheriff's Office, shall have the authority to terminate the music festival known as LeGrandfest (the Event) . The Sheriff's termination of the event is discretionary and can be for any reason including but not limited to health, safety and welfare of the community, and said action by Ramsey County Sheriff's Office is final. The action by the Sheriff's Office will not result in any liability, claims, or actions against the Town of White Bear and/or the Ramsey County Sheriff's Office.

(f) Smoking is not permitted anywhere in the Park at any time. Licensee shall cause all of its personnel and each other person under its control to comply with the Park's no smoking policy and shall be responsible for enforcing such policy.

24. Additional Obligations of Licensee.

Licensee shall at its expense:

(a) Provide such governmental permits and other licenses and authorizations as may be required by Law in connection with the Event, including business licenses;

(b) Provide and pay for all employees, contractors, agents, suppliers, and any event participants ("Personnel") required for the Event plus all instruments and any other equipment for such Personnel;

(c) Carry and pay for worker's compensation insurance with respect to all Personnel for the Event;

(d) Transportation for all personnel, properties, facilities and equipment necessary for the Event to and from the Event;

(e) Present the Event in the most advantageous manner and style practicable; and

(f) Timely pay all taxes (including admission taxes and withholding taxes) and other governmental levies due as a result of the Event.

25. General Provisions.

(a) **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.

(b) **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

(c) **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota.

(d) **Caption.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the parties.

(e) **Waiver.** The waiver of either party or any breach or failure to comply with any provisions of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with the other provisions of this Agreement.

(f) **Not Joint Venture.** Licensee hereby acknowledges that the Town is not a partner nor a joint venturer with the Licensee in the event the Licensee proposes to hold pursuant to the terms of this Agreement. That all costs and obligations related to the Event are the sole responsibility of the Licensee.

(g) **Severance Clause.** If a court find any portion of this Agreement to be contrary to law of invalid, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties cause this Agreement to be approved. By signing this Agreement Licensee declares that he has read, understands and agrees to all the terms and conditions of this Agreement.

Dated: _____

Mitchell LeGrand

The Town Board of the Town of White Bear, Minnesota, duly approved this Agreement on the ____ day of July, 2018.

By: _____

Its: Town Chair

By: _____

Its: Town Clerk

CONSENT

(Non-profit name), being the non-profit organization identified in Section 11 of this Agreement, hereby consents to and agrees to be bound by the terms and conditions of this Agreement. This includes, but is not limited to, the provisions of Section 11 of this Agreement. That (Non-profit name), understands that the Town is relying on the representations contained in this Consent in agreeing to issue the permits and approvals set forth in the Agreement. (Non-profit name), further represents and warrants to the Town that the person(s) executing this Consent on its behalf have full power and authority to do so.

(Non-profit name)

By: _____

Its: _____



**Town Board Meeting
July 2, 2018**

Agenda Number: 8.D. – General Business:

Subject: Specialty Manufacturing Company/Supreme Outdoor Advertising, 5858 Centerville Road – Presentation of Sketch Plan for Zoning Ordinance & Sign Ordinance Amendments to Permit Outdoor Advertising Signs

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the Agreement Between LS Pro (Lisa Senopole) and the Township of White Bear for Videographer Services & Authorize Execution by the Town Board Chair & Town Clerk Noting all of the Town Attorney Recommendations Have Been Incorporated Into the Agreement

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: MAY 16, 2018

SUBJECT: OUTDOOR ADVERTISING SIGN

REQUEST: SKETCH PLAN REVIEW FOR SIGN ORDINANCE & ZONING
ORDINANCE AMENDMENT & CONDITIONAL USE PERMIT

LOCATION: 5858 CENTERVILLE ROAD
APPLICANTS: SPECIALTY MFG. CORP & SUPREME OUTDOOR ADVERTISING
ZONING: I-1

Supreme Outdoor Advertising & SMC are asking the Town to consider amending the Sign and Zoning ordinances which would allow them to place 2 outdoor advertising signs (billboards) on their property at 5858 Centerville Road. Two two faced signs are being considered.

Currently outdoor advertising signs are permitted only in the Outdoor Advertising Sign Overlay District. The Sign Overlay District is located along I-35E between North Birch Lake Boulevard and Hammond Road. Currently there are 3 signs located in the district. One additional outdoor advertising sign exists at the Schwing Property which abuts the SMC site. This sign is considered legal non-conforming as it was in place prior to the adoption of the Overlay Zone. The ordinance amendment creating the Overlay Zone was adopted in 2001.

The following lists the Sign Ordinance requirements related to outdoor advertising signs:

2-2.8. SIGN, OFF PREMISE – (Advertising Sign). A sign which directs attention to a business, profession, commodity, service or entertainment which is conducted, offered, sold or manufactured elsewhere than on the premises upon which the sign is placed.

3-16. Off-Premise Advertising Signs. Off premise advertising signs are permitted upon approval of a Conditional Use Permit (CUP) in the I-1 Zoning District, subject to the conditions set forth by Ordinance No. 35, Section 9-4, and the following requirements:

3-16.1. Location. Off premise advertising signs are permitted only on lots defined by Section 7-18 of Ordinance No. 35, the Advertising Sign Overlay Area.

3-16.2. Height. Off premise advertising signs shall have a maximum height of 40' measured from the grade at the base of the sign or the elevation of the adjacent travel lane of I-35E, whichever is greater.

3-16.3. Spacing. Off premise advertising signs shall be located no closer than 800 feet measured along the freeway, from any other off premises advertising sign.

3-16.4. Size. No off premise advertising sign shall have more than two faces, and each sign face must be intended to read from an opposite direction. The area of the basic sign face shall not be more than 672 square feet, but, may, in addition to the basic sign face, contain extensions, cutouts or top lettering provided such extensions do not exceed 20% of the area of the basic sign face and are an integral part of the design of the message of the basic sign face.

3-16.5. Design. The design of the off premises advertising sign must provide a balance between the sign structure and the sign face, and express the message of quality, permanence and elegance.

3-16.6. Structure Design. The design of the off premise advertising sign structure must be innovative and custom, and capture the opportunity to install elements that provide order, rhythm, verticality, illumination and image to the roadside experience. The design features of the structure shall be readable at a freeway scale and speed, provide a balance between the sign structure and the sign face, and express the message of quality, permanence and elegance.

The ordinance amendment allowing outdoor advertising signs was adopted in part so signs would not be placed across the freeway from residential zoning districts.

The applicants would like the Town to amend the ordinance in order to permit two signs on their property.

Since adoption of the Sign Overlay District, noise walls have been added along the freeway abutting residential homes.

The request is for sketch plan review of their proposal. Planning Commission discussion and direction is requested.

TR/psw
cc:admin/add.file
b:smc



WHITE BEAR TOWNSHIP Zoning Districts

Legend

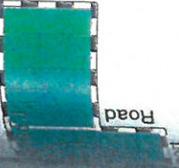
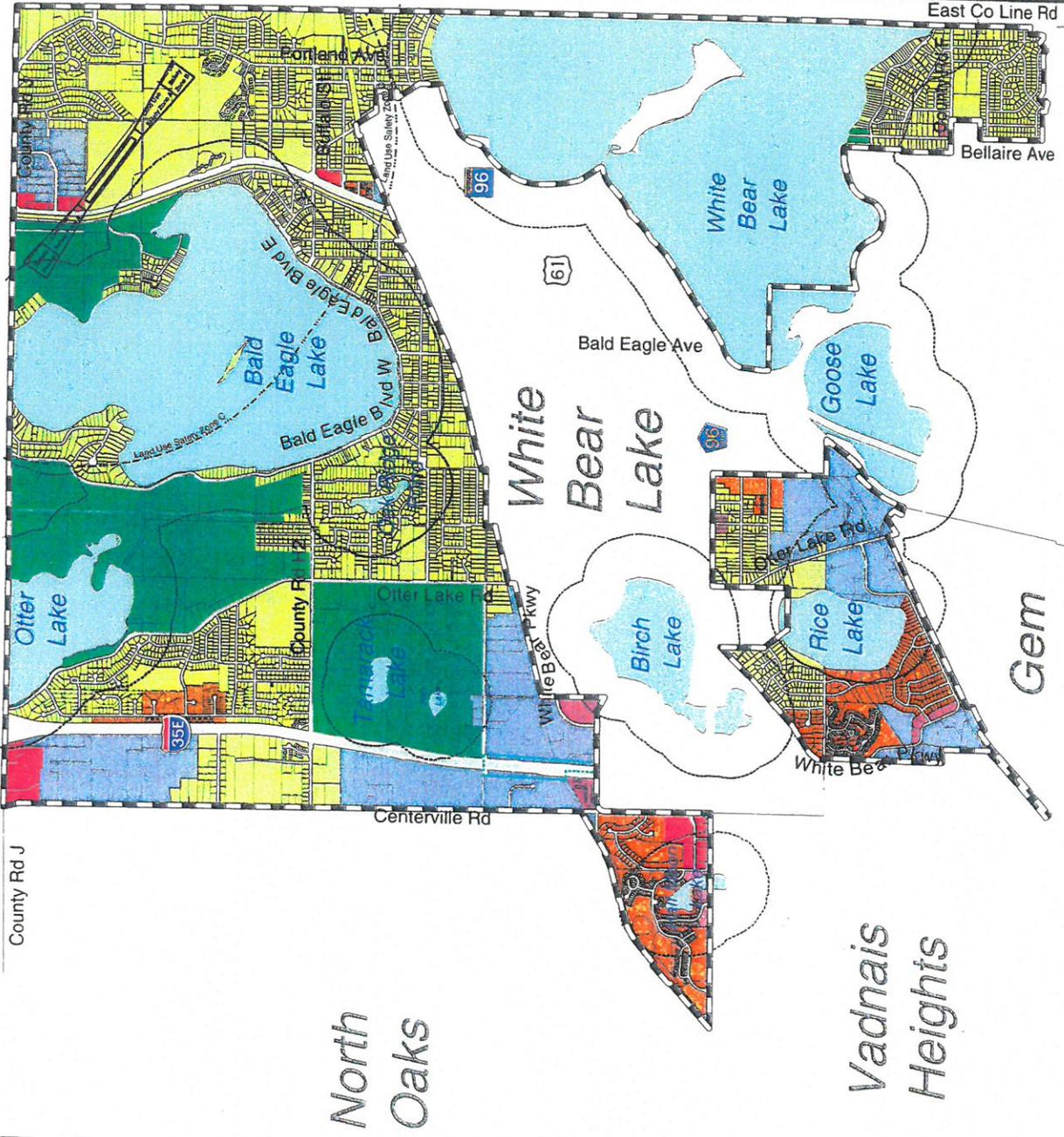
- Township Limits
- B-1 Limited Business
- B-2 - General Business
- I-1 - Light Industrial
- OS Open Space
- R-1 Suburban Residential
- R-2 Urban Residential
- R-3 Multiple Family Residential
- Airport Safety Zone A and B
- Airport Safety Zone C
- Shoreline Management Area
- Outdoor Advertising Sign Overlay
- 0 2,500 Feet

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

Limitation of Liability
This document is not a legally recorded map or survey and is not intended to be used as one. This map is a compilation of records and information from various state, county, and township offices, and other sources.

Map Date: February 5, 2004

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



Ramsey County Parcel Report

Report generated 5/15/2018 10:38:05 AM



Parcel location within Ramsey County



Taxlot highlighted in red

Parcel ID: 043022130012

Owner(s): Specialty Mfg Co

Site Address: 0 Centerville Rd, White Bear Township MN 55127

[Link to Ramsey County Tax and Property Quick Info](#)

Tax Payer(s): Specialty Mfg Co

Homestead: N

Tax Address: 5858 Centerville Rd, St Paul MN 55127-6804

Use Type: Commercial Vacant Land

Dwelling Type:

Lot: Outlo **Block:**

Home Style:

Plat Name: SPECIALTY MANUFACTURING ADD

Living Area: Sq. Ft.

Area: 19.1 **Acre(s)**

Year Built:

Garage:

2018 Pay 2019 EMV Land: 1985300

Garage Area: Sq. Ft.

2018 Pay 2019 EMV Building: 0

Heating Type:

2018 Pay 2019 EMV Total: 1985300

Cooling Type:

Total Tax* in 2018 : 73300

School District: 624

Special Assessment in 2018 : 3872.53

Watershed District:

Tax Exempt: N

Green Acre:

Last Sale Date:

Open Space: N

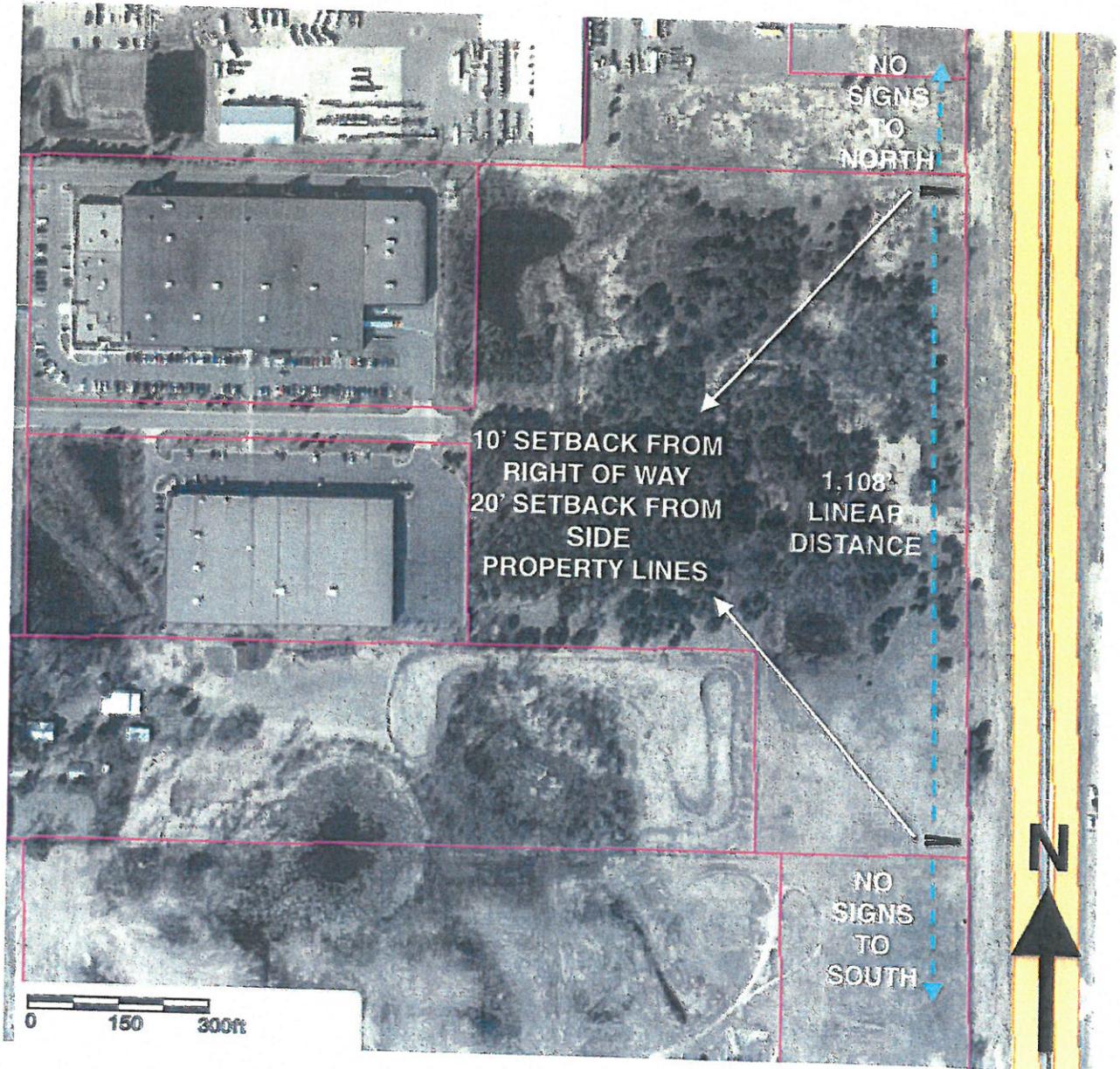
Last Sale Price:

Agriculture Preserve: N

The user of this report acknowledges that the City/County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City/County from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided. *Total Tax includes special assessment due if any.

SIGN PLACEMENT

Specialty Manufacturing Company
5858 Centerville Road





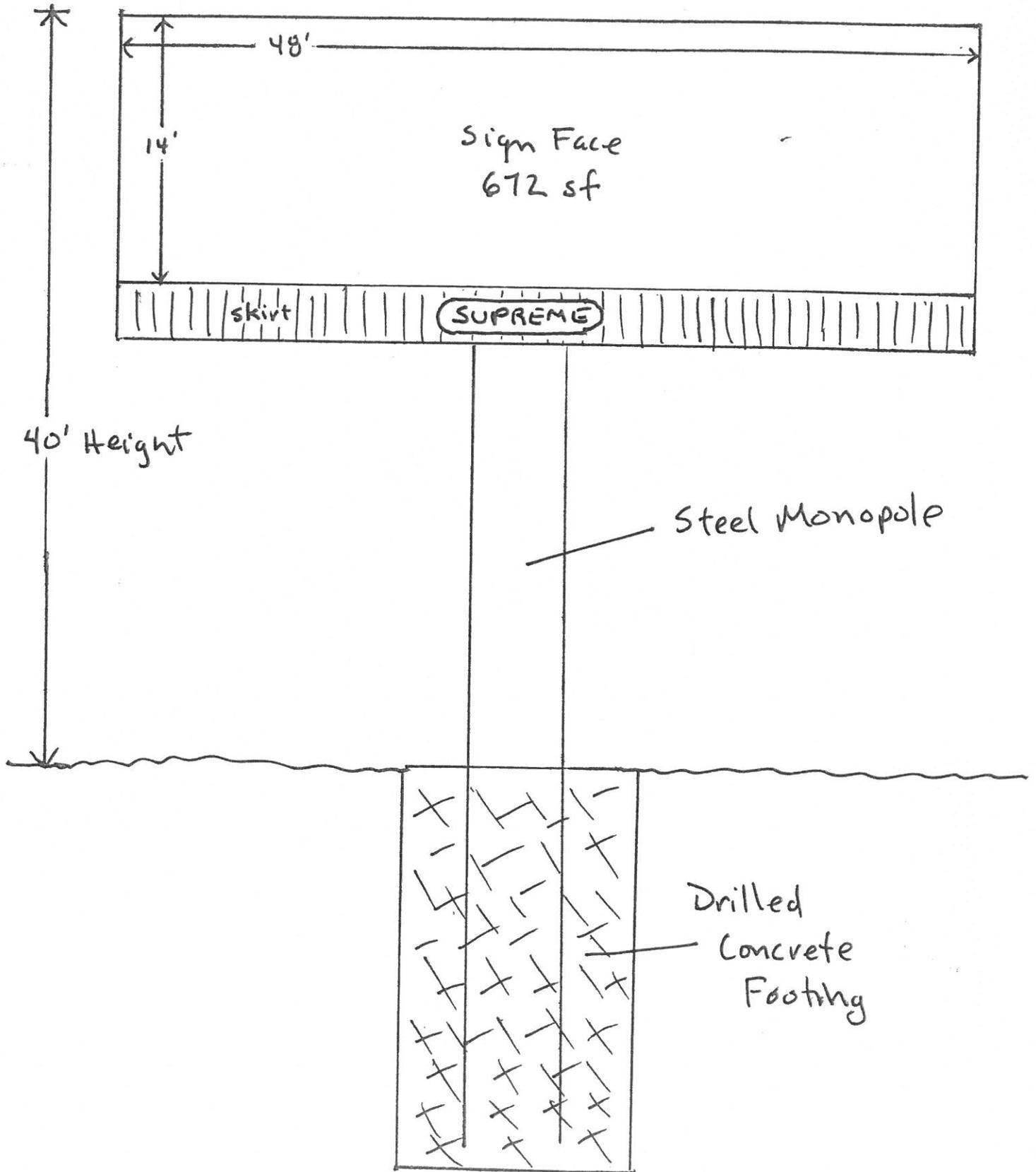
MAKE HEATING UPGRADES.
GET UP TO \$1,500 IN REBATES.

ALWAYS delivering.

 **Xcel Energy**



Sign Structure Plans
SMC
5858 Centerville Rd





SKETCH
PLAN
REVIEW
NC.

ZONING ORDINANCE AMENDMENT APPLICATION FORM

INTRODUCTION

An amendment to the Zoning Ordinance (Rezoning), may be granted or denied by the Town Board after recommendation by the Planning Commission, in accordance with Ordinance No. 35 (Zoning), Section 9-9, Amendments (Rezoning) Procedure.

APPLICANT(S) Specialty Mfg Co PHONE (Home) _____
Supreme Outdoor (Business) _____
(Cell) _____

ADDRESS 5858 Centerville Rd
Sf. Paul MN 55127

Kbrunner@specialtymfg.com

PROPERTY OWNER Specialty Mfg Co

ADDRESS OF SITE 5858 Centerville Rd ZONING _____

EXISTING USE OF SITE Commercial Vacant Land

PROPOSED ZONING ORDINANCE AMENDMENT To allow off-premise advertising signs to be located across the highway from a residential district which is shielded by MNDOT noise and sight barrier wall.
REASON FOR REQUEST _____

_____ Initial Fee (\$110.00 plus \$200.00 Expense Deposit)

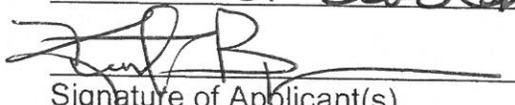
REVIEW PROCESS:

1. Submit 15 copies of application and all supporting information to Town Planner (minimum of 3 weeks prior to Planning Commission Meeting).
2. Planning Commission _____ (4th Thursday of the month @ 7:00 p.m. at the Town Hall).

- 3. Town Board _____ (1st Monday of the following month @ 7:00 p.m. at Town Hall)
(Call Public Hearing)
 - 4. Town Board _____ Public Hearing
 - 5. Town Board _____
- (Action subject to Public Hearing Schedule)

It is the policy of White Bear Township that all identifiable costs associated with Zoning Ordinance Amendment requests within the Township shall be the sole responsibility of the owner of said property. The costs shall include, but are not limited to: Township planning review costs (reports, meetings, site review); engineering review costs; legal costs, (preparation of hearing notices, legal research, certification costs); publication costs (notice of hearing), reapportionment of assessments (engineers report); mailings and Ownership Reports (ownership/encumbrance).

Prior to the final approval by the Town Board, all Township expenses to date shall be paid by the owner. Subsequent expenses not paid at the time of final approval (due to billings by consultants, etc.), shall be due upon receipt of a billing from the Township.

Daniel Eisichens

 Signature of Applicant(s)

5/15/18
 Date

<u>To Be Completed By Office:</u>	
Date Request Received <u>NA.</u>	
By _____ (Staff Member)	\$110.00 Fee + \$200 Deposit Received <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Application Complete _____	<u>NA</u>



**Town Board Meeting
July 2, 2018**

Agenda Number: 8.E. – General Business:

Subject: Succession Planning - Approve the Final Position Profile

Documentation: Proposed Final Position Profile**

** Revised may be handed out at meeting

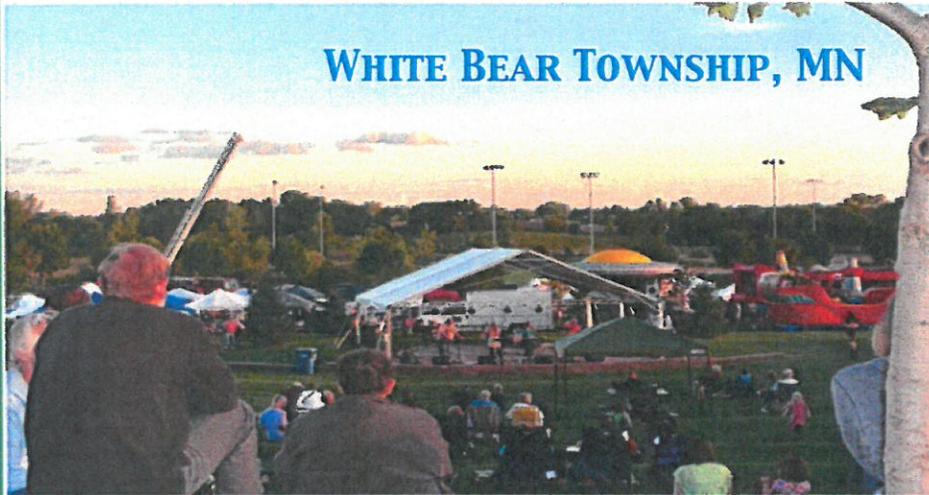
Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the Final Position Profile

Executive Search
Clerk - Treasurer

WHITE BEAR TOWNSHIP, MN



The Neighborhoods

Covering more than 10 square miles, the Township is made up of several distinct neighborhoods:



- Otter Lake
- Bald Eagle Lake
- White Bear Beach
- Birch Lake
- Bellaire/Eastwood Manor
- Poplar Lake
- Meadowlands

THE COMMUNITY

During the 1840's settlers moved into the area of White Bear Township to build farms and small communities approximately 10 miles north of Saint Paul, Minnesota. The Township was created on May 11, 1858, the same day that Minnesota was admitted to the Union. While the original boundaries of the Township comprised an area of 36 square miles, over time the population grew and distinct communities developed within the Township. Some of these communities elected to become municipalities separate from the Township. They include Gem Lake, North Oaks, Vadnais Heights and White Bear Lake.

Today, White Bear Township is approximately 30% of its original land size and exists as five separate areas. The current population is nearly 11,000, making it the most populous of the 1,785 townships in Minnesota.

The Township is primarily comprised of residential housing, light industrial campuses and natural amenities. Our residents are attracted to the Township because of these characteristics and qualities, including 8 beautiful lakes, the Tamarack Nature Center, together with 750 acres of wetland preservation areas, over 1,300 acres of Regional Open Space, and 160+ acres of neighborhood parks.

A multi-use community park features lighted baseball and soccer fields and an amphitheater for the arts, which is currently under development. The Township is also home to an historic airport with an unlighted grass runway used by small private aircraft and public safety providers alike.

Its location near I- 35E and I-694 makes it a short drive to Saint Paul or Minneapolis and the surrounding northern suburbs. Schools libraries, churches, restaurants and shopping are as accessible and convenient as the many lakes and park areas in the community.



The people of White Bear Township have maintained a continuity of carefully planned growth while, at the same time, maintaining the natural amenities of the beautiful region they inhabit.

ABOUT THE TOWNSHIP GOVERNMENT AND OPERATIONS

A three person Town Board of Supervisors governs the Township. Supervisors are elected at-large and the Board annually selects one of the members as the Board Chair. The Town Board meets three times each month and oversees a budget of \$11 million. The staff is comprised of 19 full-time Administrative and Public Works personnel.

Five standing boards and commissions provide recommendations to the Town Board regarding governance issues. These include: the Economic Development Advisory Board, the Parks Board, Planning Commission, Public Safety Commission and the Utility Commission. The Township contracts for Police and Fires services, and the public school system provides our recreation programming.

At least twice a year town meetings are held for Township voters to consider the annual levy, recommend a budget and decide other questions as prescribed by law.

White Bear Township maintains over 40 miles of roads, 3 water towers, 6 municipal wells, a filtration plant, 65 miles of water main line, 10 lift stations, 58 miles of sanitary sewer line and 23 parks. Township staff also provide municipal services for the City of Gem Lake. The Township provides municipal water and sewer services to many residents of the City of North Oaks.

"The Historic Town Hall"





Information Links:

<http://www.ci.white-bear-township.mn.us/27/Township-Government>

<https://www.facebook.com/WhiteBearTownshipMNOfficialSite/>

CANDIDATE PROFILE: CLERK TREASURER

The Clerk-Treasurer is the executive administrator for the Township. This highly professional position requires strong organizational, political and technical expertise in managing, directing and coordinating all aspects of township administration. A key part of this role is advising the Township Board of the status of and progress made in all major areas of Township operations.

This administrator represents White Bear Township with government (especially surrounding cities and Ramsey County) officials, contractors, community groups, residents, businesses, news media, the general public, employees, and others. It is essential the Clerk-Treasurer exercises sound judgment and acts with the highest level of integrity.

The successful candidate will be a decisive yet empathetic leader who has a strong bias for action, is customer service orientated and possesses the following personal skills and traits:

- **Problem solving:** recognizes a problem and takes appropriate actions to solve.
- **Interpersonal Relations:** values differences; treats others with respect; promotes cooperation; effectively manages relationships even in the face of conflict.
- **Teamwork:** works and interacts with others to accomplish overall goals and cohesiveness.
- **Adaptability:** adapts readily to changing situations, new demands or unique working relationships; works to maintain respectful and effective working relationships regardless of differences.
- **Communication:** expresses ideas and concerns clearly and concisely in both verbal and written form. Listens effectively.



DUTIES AND RESPONSIBILITIES

- A. Administer the overall operation of White Bear Township, including program evaluation and contractual obligations.
- B. Implement policies, budgets and strategic plans established by the Town Board.
- C. Supervise Township staff.
- D. Build and maintain a cohesive “team” working environment throughout WBT staff.
- E. Implement plans to achieve Town Board long-term goals, objectives and priorities.
- F. Communicate effectively and develop relationships with legislators, Ramsey County and other neighboring municipalities.
- G. Coordinate, provide guidance to and attend meeting of Town Board, Economic Development Advisory Board, Utility Commission and Public Safety Commission.
- H. Conduct annual Town meeting and Special Town budget meeting.
- I. Coordinate the Townships’ economic development efforts.

EDUCATION AND EXPERIENCE

The successful candidate will possess any combination of education and experience equivalent to a bachelor’s degree in Public Administration or related field and five years experience.

COMPENSATION AND BENEFITS

The salary range for the Clerk—Treasurer position is \$ _____ and includes a competitive benefits package. A car allowance is also provided.

APPLICATIONS

Interested candidates must submit by email a cover letter and resume not later than 5:00 pm (CDT) August 3, 2018 to: info@whatworksinc.net



Barbara Strandell, President
What Works, Inc.
651.303.9362

The process of developing a short list of candidates for additional screening will begin upon the closing date with the expectation that interviews with the Town Board will be conducted not later than the 3rd week of September 2018.

An executive search normally takes about 90 to 120 days as reflected in the proposed schedule.

Town Board Approval of Contract with What Works, Inc for Executive Search	June 4, 2018
Draft Position Profile to Town Board for review	June 22, 2018
Final Position Profile to Town Board for review and approval	July 2, 2018
Search Process begins – ads placed, selected candidates sent profile, contacts made and receipt of applications	July 3 – July 31
Application Deadline	July 31, 2018
Town Board review short list of candidates	August 24, 2018
Administer assessments to top 3-5	August 24-September 5, 2018
Town Board interviews top 3-5 candidates	September 14, 2018
Town Board selects their top candidate	September 14, 2018
Conduct reference checks and background checks on top candidate	September 17 - 21
Agreement negotiated	September 17 - 21
Town Board makes appointment	October 1, 2018
Selected candidate begins employment with WBT	November 1, 2018
Six – month “On-boarding” of new Clerk- Treasurer	Date of Hire (TBD)



**Town Board Meeting
July 2, 2018**

Agenda Number: 9 – 10 - 11 - 12

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