



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

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Board of Supervisors

ROBERT J. KERMES, *Chair*

ED M. PRUDHON

STEVEN A. RUZEK

AGENDA TOWN BOARD MEETING AUGUST 6, 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 July 16, 2018 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Data Practice Responsible Authority & Compliance Official** - Adopt Resolution Re-Appointing the Responsible Authority & Compliance Official for the Town of White Bear.
 - B. **Reschedule September 3, 2018 Town Board Meeting** – Reschedule September 3, 2018 Town Board Meeting to Wednesday, September 5, 2018 Due to the Labor Day Holiday.
 - C. **Reschedule November Executive Meeting** – Reschedule November 23, 2018 Executive Meeting to Friday, November 16, 2018 Due to the Thanksgiving Holiday.
 - D. **Special Town Board Meeting** – Call a Special Town Board Meeting for Saturday, September 8, 2018 Beginning at 2:00 p.m. to Attend the Township Day Activities.
 - E. **Annual Storm Water Presentation** – Call the Informational Public Hearing for Monday, October 15, 2018, Beginning at 7:00 p.m. for the Annual Presentation of the Town’s Storm Water Pollution Prevention Program.
 - F. **Receive Monetary Donation** – Receive the \$135.00 Donation from the Friends of the Parks and Trails to Plant a Tree in Honor of Eleanor Lee Swisher.
 - G. **Change Utility Billing Cycle** – Change the Utility Billing Cycle to Calendar Year Quarters.
 - H. **Public Hearing Scheduling Policy** – Adopt the Public Hearing Scheduling Policy.
 - I. **Zoning Ordinance Amendment & Conditional Use Permit Request @ 5966 Highway 61** – Call Public Hearing for Wednesday, September 5, 2018

**Agenda
Town Board Meeting
August 6, 2018**

- @ 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow a Maker Space.
- J. **Zoning Ordinance Amendment & Conditional Use Permit Request @ 4843 White Bear Parkway** – Call Public Hearing for Wednesday, September 5, 2018 @ 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow Camp Bow Wow.
 - K. **Right-of-Way Setback Variance @ 5605 Hugo Road** - Call Public Hearing for Monday, September 17, 2018 @ 7:00 p.m. to Consider a Right-of-Way Setback Variance Request.
 - L. **Surplus Equipment Disposal** – Based on Staff Review & Recommendation Approve the Disposal of Surplus Town Equipment at a State of Minnesota Surplus Services Auction as Outlined in the Staff Memo with Proceeds Being Deposited into the Capital Equipment Fund.
 - M. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Connexus Permit to Replace a Failing Underground Electric Distribution Line to Service the Residence at 1216 – 1229 Birch Pond Trail & Will Include Directional Boring Under Birch Pond Trail & the Residence Driveway.
 - N. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Connexus Permit to Relocate Two Power Poles Due to Construction of the Three Oaks of White Bear Township Development With all Work to be Performed in the Centerville Road Right-of-Way.
6. **Old Business:**
- A. **Concrete Work @ Township Properties:**
 - 1. Receive Quotes.
 - 2. Approve Quote & Authorize Work.
 - B. **Joint Purchase of Vehicle Gateway Base Station for Automated Meter Reading With the City of Hugo:**
 - 1. Approve Agreement.
 - 2. Authorize Execution.
7. **Public Hearing:**
- A. **5265 Grand Avenue** – 16.4' Right-of-Way Setback Variance Request to Allow Construction of a Front Entryway.

**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.

8. **New Business:**

Town Engineer Item:

- A. **Centerville Road Sanitary Sewer Capacity Analysis – Authorize.**

Town Planner Item:

- B. **West Avenue Raingarden Kayak/Handicapped Access Agreement for Design Services:**
1. Approve Agreement.
 2. Authorize Execution.

Public Works Director Items:

- C. **Bald Eagle Lake Outfall Improvements Cooperative Agreement with Ramsey County:**
1. Approve Agreement.
 2. Authorize Execution.
- D. **Snowplow Wing & Sander Replacement & Installation for #40 2011 Freightliner Snowplow Truck – Authorize Replacement.**
- E. **Sanitary Sewer Repair @ 5846 Hobe Lane – Authorize Payment.**

General Business:

- F. **2555 Stillwater Street, White Bear Lake Utility Hook-Up:**
1. Approve Joint Powers Agreement with the City of White Bear Lake.
 2. Authorize Execution.

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
August 6, 2018**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of August 6, 2018 Agenda
Approval of Payment of Bills

Approval of Minutes of July 16, 2018 Town Board Meeting

Documentation: August 6, 2018 Agenda
July 16, 2018 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	August 6, 2018 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	July 16, 2018 Town Board Minutes

**MINUTES
TOWN BOARD MEETING
JULY 16, 2018**

The meeting was called to order at 7:03 p.m.

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

APPROVAL OF AGENDA (Additions/Deletions): Prudhon moved approval of the agenda with the following amendment: Add 10A) Concrete Work at Township Properties: 1) Receive Quotes; 2) Approve Quotes and Authorize Work. Ruzek seconded. Ayes all.

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

APPROVAL OF MINUTES OF JULY 2, 2018 (Additions/Deletions): Ruzek moved approval of the Minutes of July 2, 2018. Prudhon seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Call Public Hearing for August 20, 2018 at 7:00 p.m. for Special Three Dog License Request at 5230 East Street; 5B) Approve VFW On-Sale Liquor License Request for Township Day Event (as amended in the meeting supplement); 5C) Proclaim Tuesday, August 7, 2018 as Night to Unite in White Bear Township and Call a Special Town Board Meeting for Tuesday, August 7, 2018, Beginning at 5:30 p.m.; 5D) In Accordance with Township's Special Events Policy Approve the Tour de Hugo Community Bike Ride on Saturday, September 22, 2018, Beginning at 9:00 a.m. and Direct the Event Coordinator to Work with the Township Staff Regarding Sign Placement for the Event; 5E) Receive 2nd Quarter Financial Report; 5F) Approve Waiver of Liability for League of Minnesota Cities Liability Coverage; 5G) Based on Town Engineer Review and Recommendation and Including His Recommended conditions, Approve the Xcel Permit to Replace Service for the Residence at 5395 Reed Place Which Will be Completed in Two Phases and Will Include Directional Boring; 5H) Based on Town Engineer Review and Recommendation and Including His Recommended Conditions, Approve the Xcel Permit to Replace a Service for the Residence at 1736 Garden Lane Which Will be Completed in Two Phases and Will Include Directional Boring. Prudhon seconded. Ayes all.

SPECIAL THREE DOG LICENSE AT 1651 GARDEN LANE – 6 MONTH REVIEW: In accordance with the terms of the approval of the Special Three Dog License for 1651 Garden Lane, the license is up for a six month review. Mario Lee, Animal Control Officer has not received any complaints pertaining to this property nor has the Town Office received any complaints. When the renewal of the Special Three Dog License was approved on January 3, 2018, one of the conditions was that the Special Three Dog License shall be limited to the dogs currently residing at the home. There were five dogs at the residence at that time. Two of the dogs belonged to the applicant's father, who was no longer able to take care of the dogs. Mario Lee, Animal Control Officer confirmed in an email dated July 9, 2018 that only the three currently licensed dogs are there.

Prudhon moved to receive the report on the 6 month review of the Special Three dog License at 1651 Garden Lane noting that the permit is in place according to the conditions. Ruzek seconded. Ayes

PUBLIC HEARINGS: There were no Public Hearings.

BUILDING INSPECTOR – 2ND QUARTER CONSTRUCTION REPORT: The Building Inspector reviewed 2nd Quarter Construction Report as follows: There were 7 Housing permits issued year to date for a valuation of \$1,908,000. Housing permits issued year to date in 2017 were 11 for a valuation of \$2,611,000. Year to date Miscellaneous Residential permits issued were 253 for a valuation of \$3,338,910. Year to date permits issued in 2017 were 203 for a valuation of \$3,172,586. There were 17 Commercial Permits issued year to date for a valuation of \$4,048,098. Year to date permits issued in 2017 were 5 for a valuation of \$174,500. Total permits issued year to date were 279 for a valuation of \$9,295,016. Total permits issued in 2017 were 219 for a valuation of \$5,958,086. Permits issued year to date in 2018 by type are as follows: Building (203) at 42%; Mechanical (76) at 16%; Electrical (69) at 14%; Plumbing (45) at 9%; Utilities (17) at 4%; and Fire (7) at 1%.

Prudhon moved to receive the 2nd Quarter Construction Report. Ruzek seconded. Ayes all.

SANITARY SEWER PIPE LINING IMPROVEMENTS: 1) AUTHORIZE PREPARATION OF PLANS AND SPECIFICATIONS; 2) AUTHORIZE TKDA TO PERFORM THE BIDDING PROCESS: The Town Engineer reported that as part of the Township's infrastructure management program, the Town televises the sanitary sewer mainlines to determine the pipe's structural condition, evaluation for infiltration leaks, assist in determining cleaning frequency and assist in addressing the infiltration/inflow exceedance identified by the Metropolitan Council Environmental Services (MCES). The Town previously televised the existing condition of the vitrified clay pipe (VCP) and it is in good condition with very few structural concerns at this time. The Town recently hired a contractor to perform grouting of the leaking pipe joints. The work went well and many more joint infiltration areas were found. This project will continue the joint grouting activity as well as perform continuous pipe lining of the sewer through the low wet area west of Lift Station #3 located on Bald Eagle Boulevard West and north of County Road H2. This pipe connects sanitary sewer service to the north end of Lakeview Avenue, Prospect Avenue and Cottage Avenue. The Town is now ready to prepare the plans and specifications and go out for bids. TKDA will work with Township staff in the preparation of the documents. The bid results will be brought to the Town Board for acceptance and award of the contract. The preparation of the plans and specifications and bidding process will be completed for an amount not to exceed \$2,500.00. The project will be funded through the Sanitary Sewer Utility Fund and will be done this year. The Engineer noted that of the total amount for exceedance estimated by the MCES was \$280,000.00. The Town has done \$260,000.00 in work against the exceedance. With this project the exceedance amount will be satisfied.

Prudhon moved, based on Town Engineer review and recommendation to authorize preparation of plans and specifications for the Sanitary Sewer Pipe Lining Improvements. Ruzek seconded. Ayes all.

Prudhon moved to authorize TKDA to perform the bidding process for an amount not to exceed \$2,500.00 with funding from the Sanitary Sewer Fund. Ruzek seconded. Ayes all.

IMPROVEMENT 2018 – THREE OAKS OF WHITE BEAR TOWNSHIP – APPROVAL OF FINAL PLAT: The Town Engineer reported that the Three Oaks final plat has been reviewed. He reported that proposed easements must cover the ponds; Lots 10 & 11, Block 1 – sanitary sewer; Lot 13, Block 1 – storm sewer; Lots 7 & 8, Block 2 – storm sewer; Lots 12 & 13, Block 2, - storm sewer. Engineering is working with North Oaks and all engineering items have been added with the final plat. Prudhon asked about the standing water in the road. Mark Houge, North Oaks, stated that they will address the situation at the pre-construction meeting tomorrow. He stated that they may have to pump out that section of the road.

Ruzek moved, based on Town Engineer review and recommendation to approve the Final Plat for Improvement 2018-2 – Three Oaks of White Bear Township, subject to the conditions listed by the Engineer's. Kermes seconded. Ayes: Ruzek and Kermes. Abstain: Prudhon.

PETITION AND REQUEST FOR FEASIBILITY STUDY – 5474 PETERSON ROAD – RECEIVE PETITION AND REFER TO TOWN ENGINEER: A petition has been received from Dennis and Patricia Peterson, 5474 Peterson Road, for placement of water and sewer line stubs onto their property during the time the water and sewer lines are being run for the Three Oaks development.

Ruzek moved to receive the petition for feasibility study for placement of water and sewer line stubs onto the property at 5474 Peterson Road, refer to the Town Engineer for review, and place on the agenda for the next Executive Meeting for discussion. Prudhon seconded. Ayes all.

JOINT PURCHASE OF VEHICLE GATEWAY BASE STATION FOR AUTOMATED METER READING WITH THE CITY OF HUGO: 1) APPROVE AGREEMENT; 2) AUTHORIZE EXECUTION: The joint purchase of the VGB with the City of Hugo necessitates the execution of an agreement with Hugo which establishes the ownership of the VGB for maintenance and asset management purposes. The Town Attorney reported that he has reviewed the proposed Agreement between the Town of White Bear and the City of Hugo regarding the Purchase, Operation, and Maintenance of the Vehicle Gateway Base Station for Automated Meter Reading. The Attorney recommended several clarifications stating that the Town is co-owner of the hardware and software being purchased; 1) liability which implies that the Town would be responsible for any damage done to the equipment caused by Town staff; the same would be true for the City of Hugo; 2) the Agreement does not address how to handle damage to the equipment that occurs while it is being stored; and 3) damages resulting from either hardware or software defects.

Ruzek moved to receive the Purchase, Operation, and Maintenance of the VGB Station for Automated Meter Reading and that the Agreement be finalized with the Town Attorney recommendations and brought back for final approval. Prudhon seconded. Ayes all.

CONCRETE WORK AT TOWNSHIP PROPERTIES: 1) RECEIVE QUOTES; 2) APPROVE QUOTES AND AUTHORIZE WORK: Public Works has solicited bids for the following four-

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JULY 16, 2018

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; and 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 work at all four sites: 1) Pelco Construction for \$32,623.00. (Admin Building: \$11,679.00; South Water Tower: \$3,240.00; Well No. 1: \$1,920.00; NE Water Tower: \$16,984.00); 2) 5 Star Concrete for \$33,445.00 (Admin Building: \$17,050.00; South Water Tower: \$2,395.00; Well No. 1: \$2,000.00; NE Water Tower: \$12,920.00); and 3) Goodmanson for \$34,790.00. (Admin Building: \$16,500.00; South Water Tower: \$3,850.00; Well No. 1: \$1,520.00 (Goodmanson informed Town Staff that if awarded only the sidewalk at Well No. 1 they would withdraw their bid); NE Water Tower: \$12,000.00). Funding for Administrative Building will come from the Capital Building Fund and funding for the Well and Towers from the Water Operating Fund; the expenditure is included in the Capital Improvement Fund.

It was noted that Pelco is related to Public Works Lead, Paul Peltier. Paul has no business relationship with the company. The Town Attorney recommended that there should be something stating that Paul has no business relationship with the company.

It was noted that 5 Star has stated that they require one-half of the amount to be paid down. It was the consensus to postpone awarding the contract until 5 Star is contacted regarding their requirement of one-half paid down before they start work.

Ruzek moved to postpone the concrete work project at Township properties until staff contacts 5 Star regarding their requirement of one-half of their amount to be paid down before they start work. Prudhon seconded. Ayes all.

The Town Board recessed at 7:42 p.m.

ATTORNEY CLIENT/CLOSED SESSION: 1) 5685 PORTLAND AVENUE; 2) APPROVE MINUTES OF JUNE 22, 2018: Ruzek moved to open the Attorney Client / Closed Session at 7:42 p.m. Prudhon seconded. Ayes all. The Attorney Client / Closed Session adjourned at 8:49 p.m. The Town Board re-convened at 8:50 p.m.

The Town Attorney reported that the Town Board considered what the next step would be to the original action with the Stoddard's vs the Town of White Bear. The decision is to wait until the Attorneys have discussed the decision on value of the property with the Commissioners which should happen next week.

MINUTES
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JULY 16, 2018

Ruzek moved to approve the Minutes of June 22, 2018, and to call a Special Attorney Client/Closed Session Meeting for Friday, July 27, 2018, at 11:00 a.m. at the Township Administrative Offices, 1281 Hammond Road. Prudhon seconded. Ayes all.

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

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

Prudhon moved to adjourn the meeting at 8:51 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

William F. Short
Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
July 16, 2018**

Agenda Number: 5A – Consent Agenda

Subject: Data Practice Responsible Authority & Compliance Official - Adopt Resolution Re-Appointing the Responsible Authority & Compliance Official for the Town of White Bear

Documentation: Staff Memo / Resolution

Action / Motion for Consideration:

Receive Information

Adopt Resolution Re-Appointing the Responsible Authority & Compliance Official for the Town of White Bear

Ruzek – Moves

Prudhon - Seconds

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: JULY 30, 2018

SUBJECT: DATA PRACTICE OFFICIALS

Pursuant to State Statutes the Township must annually reappoint the Town's Responsible Authority and Data Practices Compliance Official for data practice requests.

PSW/s

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA
HELD ON AUGUST 6, 2018

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on August 6, 2018, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION RE-APPOINTING THE RESPONSIBLE
AUTHORITY AND DATA PRACTICES COMPLIANCE
OFFICIAL PURSUANT TO THE DATA PRACTICES ACT
(CHAPTER 13 OF MINNESOTA STATUTES) & MINNESOTA
RULES, CHAPTER 1205**

WHEREAS, pursuant to the Data Practices Act (Chapter 13 of Minnesota Statutes) and Minnesota Rules, Chapter 1205, the Township is required to appoint a Responsible Authority who is responsible for the collection, use and dissemination of all entity data, and for all of the entity's data practices decisions.

AND WHEREAS, the Responsible Authority must appoint a designee to be the Compliance Official who will be responsible for receiving and complying with requests for government data, and for answering inquiries from the public concerning the provisions of Chapter 13 or the Rules,

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

1. That the Town hereby re-appoints Thomas Kelly, Finance Officer, to act as the Responsible Authority who will be responsible for the collection, use and dissemination of all entity data, and for all of the entity's data practices decisions for the Township.
2. That Thomas Kelly, Finance Officer, hereby re-appoints Patti Walstad, Paralegal, as the Compliance Official who will be responsible for receiving and complying with requests for government data, and for answering inquiries from the public for the Township, and re-appoints Lynette Olinger as the Data Practices Designee(s).

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

Whereupon said Resolution was declared duly passed and adopted.

STATE OF MINNESOTA)

COUNTY OF RAMSEY) ss.

TOWN OF WHITE BEAR)

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Regular meeting of the Town Board of the Town held on the 6th day of August, 2018, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to the appointment of the Responsibility Authority, Compliance Official, and Data Practices Designee for the Township.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 6th day of August, 2018.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Town Board Meeting
August 6, 2018**

Agenda Number: 5B – Consent Agenda

**Subject: Reschedule September 3, 2018 Town Board Meeting –
Reschedule September 3, 2018 Town Board Meeting to
Wednesday, September 5, 2018 Due to the Labor Day Holiday**

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Reschedule September 3, 2018 Town Board Meeting to Wednesday,
September 5, 2018 Due to the Labor Day Holiday



**Town Board Meeting
August 6, 2018**

Agenda Number: 5C – Consent Agenda

Subject: Reschedule November Executive Meeting – Reschedule November 23, 2018 Executive Meeting to Friday, November 16, 2018 Due to the Thanksgiving Holiday

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Reschedule November 23, 2018 Executive Meeting to Friday, November 16, 2018 Due to the Thanksgiving Holiday



**Town Board Meeting
August 6, 2018**

Agenda Number: 5D – Consent Agenda

Subject: Special Town Board Meeting – Call a Special Town Board Meeting for Saturday, September 8, 2018 Beginning at 2:00 p.m. to Attend the Township Day Activities

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call a Special Town Board Meeting for Saturday, September 8, 2018 Beginning at 2:00 p.m. to Attend the Township Day Activities



Public Notice

Special Town Board Meeting

Saturday, September 8, 2018

Beginning at 2:00 p.m.

at

**Polar Lakes Park
1280 Hammond Road
White Bear Township, MN 55110**



**Town Board Meeting
August 6, 2018**

Agenda Number: 5E – Consent Agenda

Subject: Annual Storm Water Presentation – Call the Informational Public hearing for Monday, October 15, 2018, Beginning at 7:00 p.m. for the Annual Presentation of the Town’s Storm Water Pollution Prevention Program

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Call the Informational Public Hearing for Monday, October 15, 2018, Beginning at 7:00 p.m. for the Annual Presentation of the Town’s Storm Water Pollution Prevention Program



**Town Board Meeting
August 6, 2018**

Agenda Number: 5F – Consent Agenda

Subject: **Receive Monetary Donation** – Receive the \$135.00 Donation from the Friends of the Parks and Trails to Plant a Tree in Honor of Eleanor Lee Swisher

Documentation: Friends of the Parks and Trails Correspondence

Action / Motion for Consideration:

Receive Information / Discuss

Receive the \$135.00 Donation from the Friends of the Parks and Trails to Plant a Tree in Honor of Eleanor Lee Swisher



RECEIVED
JUL 16 2018
TOWN OF WHITE BEAR

1660 Laurel Avenue
St. Paul, MN 55104
612-703-9044
www.friendsoftheparks.org

July 11, 2018

White Bear Township Department of Parks and Recreation
Attn: Tom Riedesel
1281 Hammond Road
White Bear Township, MN 55110

Dear Tom,

Enclosed is a check for \$135.00 for a tree to be planted in a park in White Bear Township. This tree was given in honor of Eleanor Lee Swisher, Steve Swisher's mother.

Our donors continue to be generous supporters of parks. We hope this donation will help you in your work. With the spread of emerald ash borer, our membership realizes that replanting in parks is increasingly necessary.

We couldn't do this important work without you. Thank you for your continued partnership.

Sincerely,


Shirley Erstad

Enclosure

President
Raintry Salk
Vice President
Scott Ramsay
Treasurer
Andy Capistrant
Directors
Richard Arey
Kassim Busuri
Mariann Cyr
Michael Francis
Gus Koutsouvas
Dan Marckel
Dan McGarry
Duane Noecker
Tony Parrish
Vanessa Perry
Pete Regnier
Directors Emeritus
Peggy Lynch
Truman W. Porter
Jeanne Weigum
Ex Officio
Reuben Collins
Dave Durenberger
Dale Gade
Mike Hahm
Rachel Hintzman
Jon Oyanagi
Executive Director
and Secretary
Shirley Erstad



Town Board Meeting August 6, 2018

Agenda Number: 5G – Consent Agenda

Subject: Change Utility Billing Cycle – Change the Utility Billing Cycle to Calendar Year Quarters

Documentation: Finance Officer Explanation

Action / Motion for Consideration:

Receive Information / Discuss

Based on Utility Commission & Staff Review & Recommendation Change the Utility Billing Cycle to Calendar Year Quarters

Minutes
Utility Commission Meeting
June 14, 2018

REVIEW OF UTILITY BILLING CYCLE: The Finance Officer reported that the Town's current billing cycles are March-May (1st quarter); June-August (2nd quarter); September-November (3rd quarter); and December-February (4th quarter). The reason for the billing cycles is that prior to 1993 townships in Minnesota had a fiscal year of March to February. In 1993 the fiscal year for townships changed to a calendar year but White Bear Township never changed its billing cycles. Some of the reasons to consider changing to a calendar cycle are:

1. Currently the finance staff has to accrue (estimate and record) December billing revenue. Changing to a calendar cycle eliminates this estimate.
2. Reporting water usage recorded in the annual water audit and DNR reports are recorded as of December 31st, but the Town's billing readings are as of November 30th with an estimated December usage. The change brings these readings into sync.
3. As the Town considers different methods to encourage water conservation, if it were determined to have a summer water rate, the calendar billing cycle lines up better with summer months than the currently billing cycles.
4. All other State and Federal reports are recorded and due based on calendar quarters.

There is nothing requiring the Town to change to calendar quarterly billing cycle, but the best reason to change is the annual water audit and DNR reports being on a calendar basis and having the billing reading to coincide with those reports.

In addition, there is no requirement that the Town bill quarterly. The Town could bill monthly or every two months. While both of these would provide for better cash flows and more frequent and real time reads, which would allow residents to adjust their water usage more quickly, the cost and staff time required to process the bills and payments outweighs the benefits. To implement the possible change to a calendar quarter, the Town would bill four months in the September-December billing cycle and then go back to the normal three-month bill of January, February and March to start the year.

Water Meter Reading: Currently it takes two Public Works employees 1-1/2 days to read the meters and finance one day to produce the bills. The Town Board recently approved the purchase of a VGB station for automated meter reading which will reduce the reading effort to one public works employee for ¾ of a day. The Public Works Director recommends that the Town participate in a cost-share purchase with the City of Hugo. The VGB can be placed on the passenger side or in a rear seat in a vehicle with a portable antenna mounted on the exterior.

McCune moved to recommend to the Town Board that the utility billing cycles be changed to a calendar year cycle which would be in sync with annual water audit and DNR reports which are recorded as of December 31st, and noting that to implement the change to a calendar quarter, the Town would bill four months in the September-December billing cycle and then go back to the normal three month bill of January, February, and March to start the year. Hesse seconded. Ayes all.

UTILITY BILLING CYCLES

The Town's current utility billing cycles currently are, March – May (1st quarter), June – August (2nd quarter), September – November (3rd quarter), and December – February (4th quarter). The reason for this is prior to 1993 Townships in Minnesota had a fiscal year of March to February. In 1993, the fiscal year for townships changed to a calendar year, but the Township never changed its utility billing cycles. Some of the reason to change to a calendar cycle are as follows;

1. Currently the finance staff has to accrue (estimate and record) December billing revenue. Changing to a calendar cycle eliminates this estimate.
2. Reporting water usage recorded in the annual water audit and DNR reports are recorded as of December 31st but our billing readings are as of November 30th with an estimated December usage. The change brings these readings into sync.
3. As the Town considers different methods to encourage water conservation, if it were determined to have a summer water rate, the calendar billing cycle lines up better with summer months than our current billing cycles.
4. All other State and Federal reports are recorded and due based on calendar quarters.

While there is nothing requiring the Town to change to calendar quarterly billing cycle, the best reason to change is the annual water audit and DNR reports being on a calendar bases and having our billing reading coincide with those reports.

In addition, there is no requirement that we bill quarterly. The Town could bill monthly or every two months. While both of these would provide for better cash flows and more frequent and real time reads, which would allow residents to adjust their water usage more quickly. The cost and staff time required to process the bills and payments outweighs the benefits.

To implement the possible change to a calendar quarter, the Town would bill 4 months in the September – December billing cycle and then go back to the normal three-month bill of January, February, and March to start the year.



Town Board Meeting August 6, 2018

Agenda Number: 5H – Consent Agenda

Subject: Public Hearing Scheduling Policy – Adopt the Public Hearing Scheduling Policy

Documentation: Policy

Action / Motion for Consideration:

Receive Information / Discuss

Adopt the Public Hearing Scheduling Policy

Minutes
Executive Meeting
April 27, 2018

PUBLIC HEARING SCHEDULE AT TOWN BOARD MEETINGS: The Clerk reported that it has been the Town's practice that when a public hearing is needed for a particular matter the public hearing is set for a specific date and specific time. During the April 16, 2018 meeting the hearings were set for specific times and most, if not all, did not take the allotted 10 minutes causing agenda items to be taken out of order just to fill the time before the next hearing could start. Agenda structures regarding public hearing schedules for surrounding cities (Vadnais Heights, Hugo, Lino Lakes, White Bear Lake, Shoreview and Arden Hills) were reviewed. These cities appear to establish a heading called "Public Hearings" immediately after the "consent" section of their agendas and list the hearings there. There was discussion regarding considering this format change. If it is known that a public hearing would require a lot of time, a specific time could be stated. The Town Attorney stated that the Town could do whatever they would like to do just as long as it is consistent. **It was the consensus to discontinue the practice of scheduling each public hearing for a specific time, rather initiate the public hearing schedule to follow the consent agendas.** It was noted that each agenda will have the Town's Mission Statement printed at the bottom.



Public Hearing Scheduling Policy

BACKGROUND

The present format for scheduling public hearings on a particular matter is to schedule them for a specific date and time. On occasion, when multiple hearings have been set for specific times, some actions do not command the allotted timeframe therefore causing a lag in the meeting while waiting for the next public hearing to begin.

PURPOSE

The intent of this policy is to streamline the public hearing process for our residents and staff.

POLICY

The public hearing format will be changed from setting a specific time for each public hearing to having all public hearings start at 7:00 p.m. The public hearings will be listed on the Town Board Agendas immediately following the consent agenda and old business items. In the event of multiple hearings on the same night staff will prioritize in order of possible hearing duration.

Adopted by the Town Board August 6, 2018.



**Town Board Meeting
August 6, 2018**

Agenda Number: 5I – Consent Agenda

Subject: Zoning Ordinance Amendment & Conditional Use Permit Request @ 5966 Highway 61 – Call Public Hearing for Wednesday, September 5, 2018 @ 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow a Maker Space

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Wednesday, September 5, 2018 @ 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow a Maker Space at 5966 Highway 61



Public Notice

Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Wednesday, September 5, 2018 at 7:00 p.m. to consider the following requests:

Amendment to Ordinance No. 35, Section 3 – Definitions
Amendment to Ordinance No. 35, Section 6-5 – Conditional Uses
Conditional Use Permit for a Maker Space Use

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

Together with easements; that part of Lot 1, Block 1, described as beginning at a point 83.71 feet westerly of the southeast corner of said Lot 1, thence west 125 feet to the west line of said Lot 1, thence north 220 feet, thence east 125 feet; thence south 220 feet to the point of beginning

(5966 Highway 61)

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

Given under my hand this 6th day of August, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
August 6, 2018**

Agenda Number: 5J – Consent Agenda

Subject: Zoning Ordinance Amendment & Conditional Use Permit Request @ 4843 White Bear Parkway – Call Public Hearing for Wednesday, September 5, 2018 @ 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow Camp Bow Wow

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Wednesday, September 5, 2018 @ 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow Camp Bow Wow @ 4843 White Bear Parkway



Public Notice

Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Wednesday, September 5, 2018 at 7:00 p.m. to consider the following requests:

Amendment to Ordinance No. 35, Section 3 – Definitions
Amendment to Ordinance No. 35, Section 6-5 – Conditional Uses
Conditional Use Permit for Operation of Camp Bow Wow

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

That part of the North Half of the South Half of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota, lying Easterly of Interstate Highway 35E, lying Northwesterly of the Northerly right-of-way line of the Soo Line Railroad and lying Southerly and Westerly of a line described as commencing at the intersection of the East line of said Section 16 with said northerly right-of-way line of White Bear Parkway; thence Southwesterly along the Northerly right-of-way line of said White Bear Parkway a distance of 559.50 feet, being a curve concave to the Southeast having a radius of 665.00 feet, a central angle of 48 degrees 12 minutes 20 seconds and a chord which has an assumed bearing of South 68 degrees 36 minutes 22 seconds West to the point of beginning of the line to be described; thence South 89 degrees 37 minutes 41 seconds West a distance of 486.08 feet; thence North 13 degrees 56 minutes 20 seconds West a distance of 328.07 feet to said Southerly right-of-way line of the Soo Line Railroad and said line there terminating. Together with the benefits of easements contained in Dedication of Easements dated April 26, 1996, filed May 2, 1996, as Document No. 2925677.

(4843 White Bear Parkway)

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

Given under my hand this 6th day of August, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
August 6, 2018**

Agenda Number: 5K – Consent Agenda

Subject: **Right-of-Way Setback Variance @ 5605 Hugo Road** - Call Public Hearing for Monday, September 17, 2018 @ 7:00 p.m. to Consider a Right-of-Way Setback Variance Request

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, September 17, 2018 @ 7:00 p.m. to Consider a Right-of-Way Setback Variance Request @ 5605 Hugo Road



Public Notice

Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, September 17, 2018 at 7:00 p.m. to consider a right-of-way setback variance to allow the addition of a garage with living space pertaining to the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

Southeasterly 10 feet of Lot 24 and except the southeasterly 10 feet of Lot 23,
Ramsey County, Minnesota

(5605 Hugo Road)

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

Given under my hand this 6th day of August, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
August 6, 2018**

Agenda Number: 5L – Consent Agenda

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

Documentation: Public Works Director Memo

Action / Motion for Consideration:

Receive Information / Discuss

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

MEMORANDUM

Date: July 25, 2018
To: Town Board
From: Dale Reed, Public Works Director
Re: Disposal of Old Warning Sirens

Since the replacement of the warning sirens was completed in June of this year, staff is requesting the Town Board to declare the old warning sirens as surplus. Declaring certain equipment as surplus provides the authorization for staff to dispose of it by sale or other means. It also provides a control for receipting of proceeds as well as an audit trail for the tracking of items that may be listed as inventory or as a capital asset.

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

The manufacturer and model number are listed below:

Thunderbeam RSH10A
Allertor 125
Thunderbeam STH10A
Thunderbeam RSH 10B

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



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

July 31, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Connexus Energy Permit Application – Emergency Request
1216-1229 Birch Pond Trail
White Bear Township, Minnesota
TKDA Project No. 16627.000

Dear Board Members:

Connexus has applied for a permit to replace failing underground electric distribution line to service the residence at 1216 – 1229 Birch Pond Trail. Work will include directional boring under Birch Pond Trail and the residence driveway.

We recommend approval with the following conditions:

1. Construction must protect the resident driveways during the boring process.
2. Construction must protect the watermain and sanitary sewer services on the east side of Birch Pond Trail.
3. Construction must protect the hydrant and install any cables behind the hydrant and not between the hydrant and street if the improves go that far to the north.
4. Construction must protect the storm sewer located between the buildings at the south end of the project work area.
5. Disturbed areas shall be restored equal to or better than original condition.
6. 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.
7. Call Gopher One-Call prior to any work.

Sincerely,

A handwritten signature in black ink that reads "Jim Studenski".

Jim Studenski, P.E.
Town Engineer

Enclosures

July 30, 2018

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

Re: 1216-1229 Birch Pond Trail – SORD000W1802124

Dear Bill:

Connexus Energy requests permission to replace an existing faulted underground electric distribution line at 1216-1229 Birch Pond Trail. From existing transformer E3, directional bore a single-phase underground electric distribution line east across Birch Pond Trail, then continue south along the east side of Birch Pond Trail to existing transformer F3.

I have attached a sketch of the proposed construction.

Please email me when the construction has been approved.

Please advise Connexus Energy if there are any road or utility projects in the near future that could affect these proposed facilities.

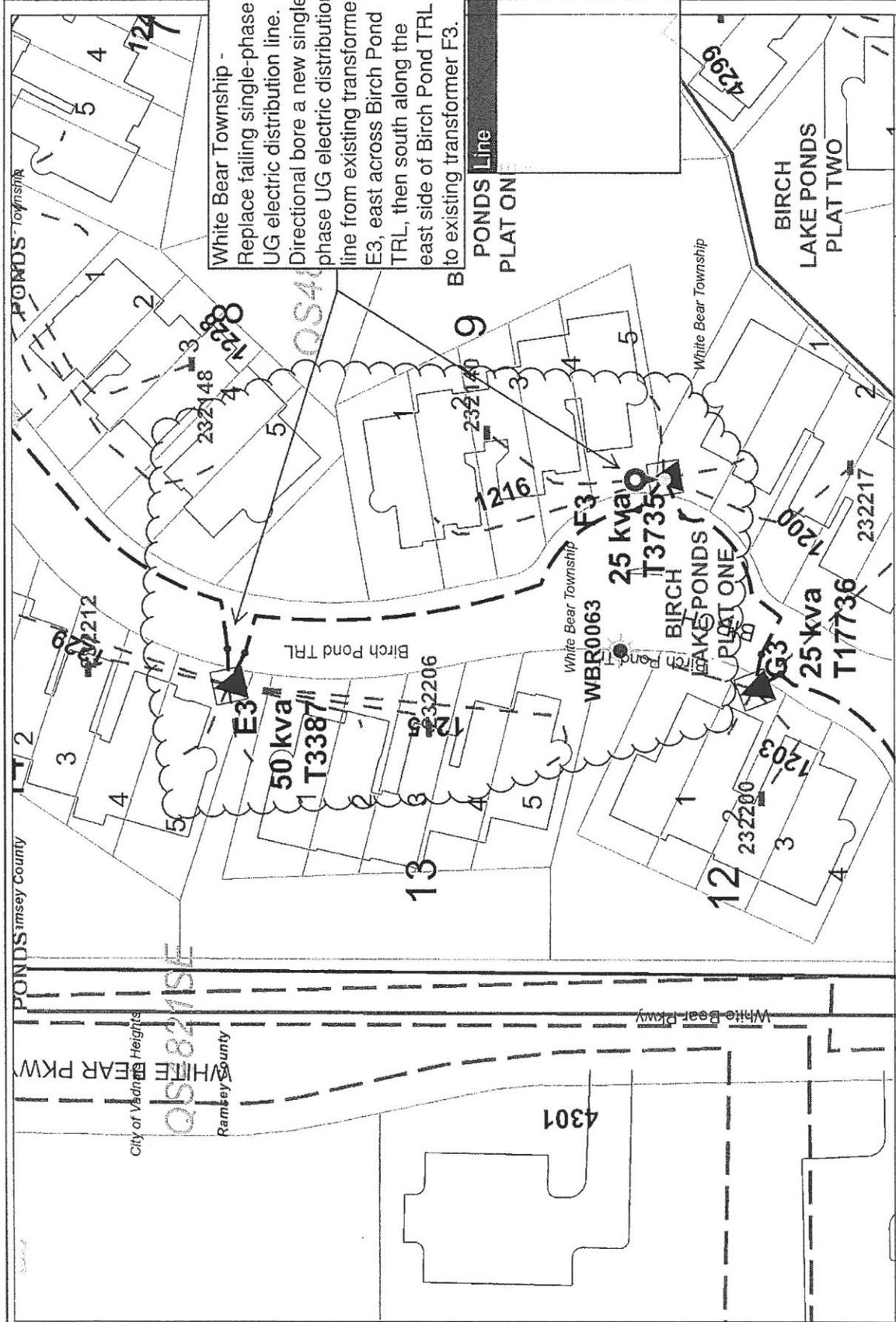
If you have any questions, please contact me at 763-323-2619.

Sincerely,



Debbie Tyler
Engineering Services & ROW Representative

Attachment



White Bear Township -
 Replace failing single-phase
 UG electric distribution line.
 Directional bore a new single-
 phase UG electric distribution
 line from existing transformer
 E3, east across Birch Pond
 TRL, then south along the
 east side of Birch Pond TRL
 to existing transformer F3.

PONDS Line
 PLAT ONE
 debbyte


 14601 Ramsey Blvd.
 Ramsey, MN 55303
 THIS PRINT REPRESENTS THE LOCATION OF ELECTRICAL FACILITIES AS OF
 THE PRINTED DATE TO THE BEST OF OUR KNOWLEDGE. THIS
 INFORMATION IS INTENDED FOR GENERAL USE ONLY AND IS NOT TO BE
 USED FOR EXCAVATION PURPOSES. STATE LAW REQUIRES ANYONE
 DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATION AT
 UTILITIES. CALL GOPHER STATE ONE CALL FOR A FIELD LOCATION AT
 1-800-252-1166.

Connexus Web Map Plot
 Addr: 1216-1229 Birch Pond TRL
 TR/IS: T30/R22/IS21
 Job: SORD000W1802124

Date: 7/30/2018
 Designer: NA


 NTS

© Connexus Energy



**Town Board Meeting
August 6, 2018**

Agenda Number: 5N – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Connexus Permit to Relocate Two Power Poles Due to Construction of the Three Oaks of White Bear Township Development With all Work to be Performed in the Centerville Road Right-of-Way

Documentation: Town Engineer Correspondence w/ map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Connexus Permit to Relocate Two Power Poles Due to Construction of the Three Oaks of White Bear Township Development With all Work to be Performed in the Centerville Road Right-of-Way



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

August 2, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Connexus Energy Permit Application
Three Oaks – Centerville Road
White Bear Township, Minnesota
TKDA Project No. 16627.000

Dear Board Members:

Connexus has applied for a permit to relocate two power poles due to construction of the Three Oaks of White Bear Township development. All the work will be performed in the Centerville Road right-of-way.

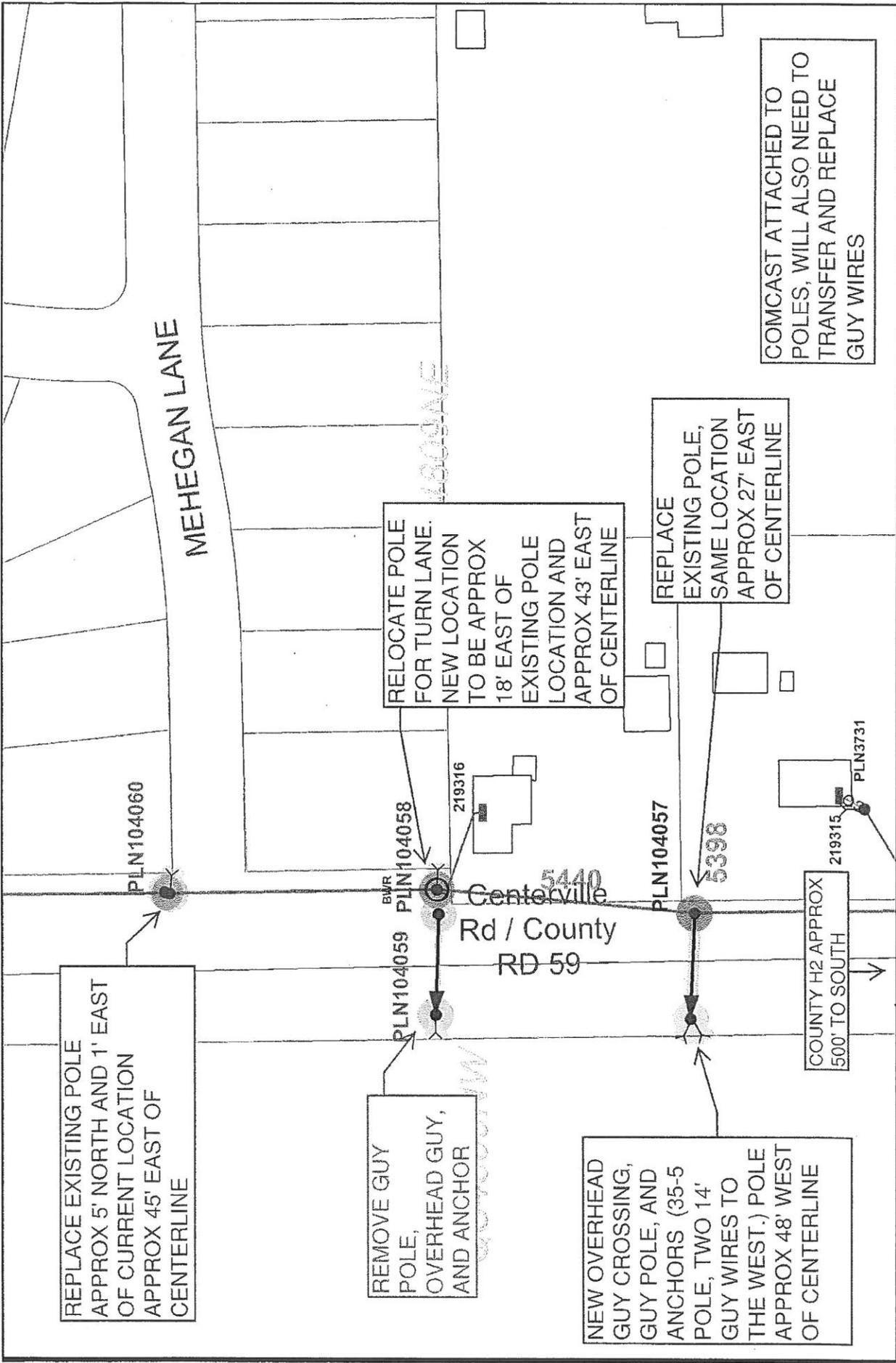
We recommend approval with the following conditions:

1. Construction must protect the resident driveway to the south of the new pole.
2. Construction must protect the watermain, sanitary sewer and storm sewer on the east side of Centerville Road.
3. Centerville Road is under the jurisdiction of Ramsey County and will require a permit from them before work can be performed.
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



<p>CONNEXUS ENERGY 14601 Ramsey Blvd. Ramsey, MN 55303</p> <p><small>THIS PRINT REPRESENTS THE LOCATION OF ELECTRICAL FACILITIES AS OF THE PRINTED DATE TO THE BEST OF OUR KNOWLEDGE. THIS INFORMATION IS INTENDED FOR GENERAL USE ONLY AND IS NOT TO BE USED FOR EXCAVATION PURPOSES. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATION OF ALL UTILITIES. CALL GOPHER STATE ONE CALL FOR A FIELD LOCATION AT 1-800-252-1166.</small></p>	<p>RELOCATE POLE PLN104058 CENTERVILLE ROAD TURN LANE Addr: THREE OAKS OF WHITE BEAR TWP City: WHITE BEAR TWP T/R/S: T30 R22 S09 -RAMSEY COUNTY PERMIT- Crew Sign Off: _____ Date: _____</p>	<p>WO#: W1801971 Date: 7/20/2018 Designer: DAN JOHNSON 763.323.4265</p>	<p>↑</p> <p>1:1,100</p>	<p>Page 1 of 1</p>
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**Town Board Meeting
August 6, 2018**

Agenda Number: 6A – Old Business

Subject: Concrete Work @ Township Properties:
1. Receive Quotes.
2. Approve Quote & Authorize Work

Documentation: Staff Memos /
Quotes (Revised Quotes from 5 Star Eliminating the ½ down ½ after done wording)

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

1) Receive the Following Bids:

<u>Site</u>	<u>Pelco</u>	<u>5-Star</u>	<u>Goodmanson</u>
Admin Building	\$ <u>11,679.00</u>	\$ 17,050.00	\$ 16,500.00
South Water Tower	\$ <u>3,240.00</u>	\$ <u>2,395.00</u>	\$ 3,850.00
Well No. 1	\$ <u>1,920.00</u>	\$ 2,000.00	\$ 1,520.00 **
NE Water Tower	\$ 16,984.00	\$ <u>12,000.00</u>	\$ 12,920.00

2) Award the Contracts as Follows:

<u>Award to:</u>		
Admin Building		Pelco in Amount of \$11,679.00
South Water Tower		5 Star in the Amount of \$2,395.00
Well No. 1		Pelco in the Amount of \$ 1,920.00
NE Water Tower		5 Star in the Amount of \$ 12,000.00

** Goodmanson informed Town Staff that if awarded only the sidewalk at Well No. 1 they would withdraw their bid.

3) Note Funding for Administrative Building from the Capital Building Fund & Funding for the Well & Towers from the Water Operating Fund & the Expenditure is Included in the Capital Improvement Plan

Minutes
Town Board Meeting
July 16, 2018

CONCRETE WORK AT TOWNSHIP PROPERTIES: 1) RECEIVE QUOTES; 2) APPROVE QUOTES AND AUTHORIZE WORK:

Public Works has solicited bids 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; and 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 work at all four sites: 1) Pelco Construction for \$32,623.00. (Admin Building: \$11,679.00; South Water Tower: \$3,240.00; Well No. 1: \$1,920.00; NE Water Tower: \$16,984.00); 2) 5 Star Concrete for \$33,445.00 (Admin Building: \$17,050.00; South Water Tower: \$2,395.00; Well No. 1: \$2,000.00; NE Water Tower: \$12,920.00); and 3) Goodmanson for \$34,790.00. (Admin Building: \$16,500.00; South Water Tower: \$3,850.00; Well No. 1: \$1,520.00 (Goodmanson informed Town Staff that if awarded only the sidewalk at Well No. 1 they would withdraw their bid); NE Water Tower: \$12,000.00). Funding for Administrative Building will come from the Capital Building Fund and funding for the Well and Towers from the Water Operating Fund; the expenditure is included in the Capital Improvement Fund.

It was noted that Pelco is related to Public Works Lead, Paul Peltier. Paul has no business relationship with the company. The Town Attorney recommended that there should be something stating that Paul has no business relationship with the company.

It was noted that 5 Star has stated that they require one-half of the amount to be paid down. It was the consensus to postpone awarding the contract until 5 Star is contacted regarding their requirement of one-half paid down before they start work.

Ruzek moved to postpone the concrete work project at Township properties until staff contacts 5 Star regarding their requirement of one-half of their amount to be paid down before they start work. Prudhon seconded. Ayes all.

MEMORANDUM

Date: July 16, 2018

To: Town Board

From: Paul Peltier, Public Works Lead; Dale Reed, Public Works Director, Bill Short, Clerk-Treasurer

Re: Concrete work

Public Works has solicited bids 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 bids and awarding the contract to the low bidders as follows:

<u>Site</u>	<u>Pelco</u>	<u>5-Star</u>	<u>Goodmanson</u>
Admin Building	\$ <u>11,679.00</u>	\$ 17,050.00	\$ 16,500.00
South Water Tower	\$ <u>3,240.00</u>	\$ <u>2,395.00</u>	\$ 3,850.00
Well No. 1	\$ <u>1,920.00</u>	\$ 2,000.00	\$ 1,520.00 **
NE Water Tower	\$ 16,984.00	\$ <u>12,000.00</u>	\$ 12,920.00

Award to:	Admin Building	Pelco in Amount of \$ 11,679.00
	South Water Tower	5 Star in the Amount of \$ 2,395.00
	Well No. 1	Pelco in the Amount of \$ 1 1,920.00
	NE Water Tower	5 Star in the Amount of \$ 12,000.00

** Goodmanson informed Town Staff that if awarded only the sidewalk at Well No. 1 they would withdraw their bid.

MEMORANDUM

Date: July 27, 2018, 2018
To: Town Board
From: Paul Peltier Public Works Lead
Re: Concrete Bids

I Paul Peltier have no Financial or Business Interest with Pelco Cost.

Thank you Paul Peltier 7/27/2018.

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: _____

5 Star Concrete & General Services LLC

7880 Sunset Ave.

Circle Pines, MN 55014

651-414-1772

Contractors Invoice

WORK PERFORMED AT:

Water Tower - Hwy 61 WBTSP

TO:

White Bear Twnshp Admin Building

1283 Hammond Rd. WBL, MN 55116

By: Nicholas Carranza, owner

DATE

7/31/18

YOUR WORK ORDER NO.

124

OUR BID NO.

124

DESCRIPTION OF WORK PERFORMED

Remove top layer of lime rock to place 4" concrete floor
Add 3'x3' grid of #4 rebar for structural reinforcement
finish concrete with broom or steel.
Pour 4" thick with 4500 mix

Will add control joints

Will add sealer for protection

Town Board Chair

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:

Dollars (\$ 12,000).

This is a Partial Full invoice due and payable by: to be determined

in accordance with our Agreement Proposal No. 124 Dated July 31 2018

5.5 Concrete & General Services LLC
7880 Sunset Ave.
Circle Pines, MN 55014
651-414-1772

Contractors Invoice

WORK PERFORMED AT:

Water tower @ martin way

TO:

White Bear Township Admin

1283 Hammond Rd. WBL, MN 55116

By: Nicholas Curran: owner

DATE

7/31/18

YOUR WORK ORDER NO.

125

OUR BID NO.

125

DESCRIPTION OF WORK PERFORMED

Remove grass: topsoil

Set forms + class 5 base for aprox. 75' x 4'6" sidewalk

Water will shed off sidewalk

Will roll sod and leave on site

Seal when done.

Town Board Chair

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 three hundred ninety-five dollars Dollars (\$ 2395).

This is a Partial Full invoice due and payable by: to be determined

in accordance with our Agreement Proposal No. 125 Dated July 31 2018

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
dovel 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 & no Dollars (\$ 2000⁰⁰).

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

5 Star Concrete
 Nick Carranza
 651-414-1772

Contractors Invoice

WORK PERFORMED AT:

Plumbers Office

TO:

1285 Hammond Rd
 1285 Hammond Rd
 1285 Hammond Rd

DATE

11/2/2017

YOUR WORK ORDER NO.

122

OUR BID NO.

122

DESCRIPTION OF WORK PERFORMED

- Removal of approx 125 x 50" concrete walkway
 add gravel base as necessary and patch
 Reopen walk up with 4" x 4" concrete @
 approx 200 x 200 (125 x 50") with 12" curb

- Removal of 2 concrete curbs for 20' x 7' of load up access
 ramp. Place back in accordance w/ regular curb specs.

- Removal of approx 30 x 5 walkway w/ 1 step
 replace w/ same add gravel base as necessary.

All concrete shall have paper covered joints
 to control cracking. Minimum 4" at corners
 when not noted. All good all materials to be
 prepared with proper care.

* 10% Retention 15% Retention applied on contract
 due upon approval on 10/11/17. 1 week by 10/11/17 date.
 Forwarded due within 7 days after completion.

* 15% Retention 15% Retention
 2 remaining 15% Retention

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 17,500.00
 Dollars (\$ 17,500.00).

This is a Partial Full invoice due and payable by: 1285 Hammond Rd
 in accordance with our Agreement Proposal No. _____ Dated _____
 Month Day Year Month Day Year

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@whitebear township.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

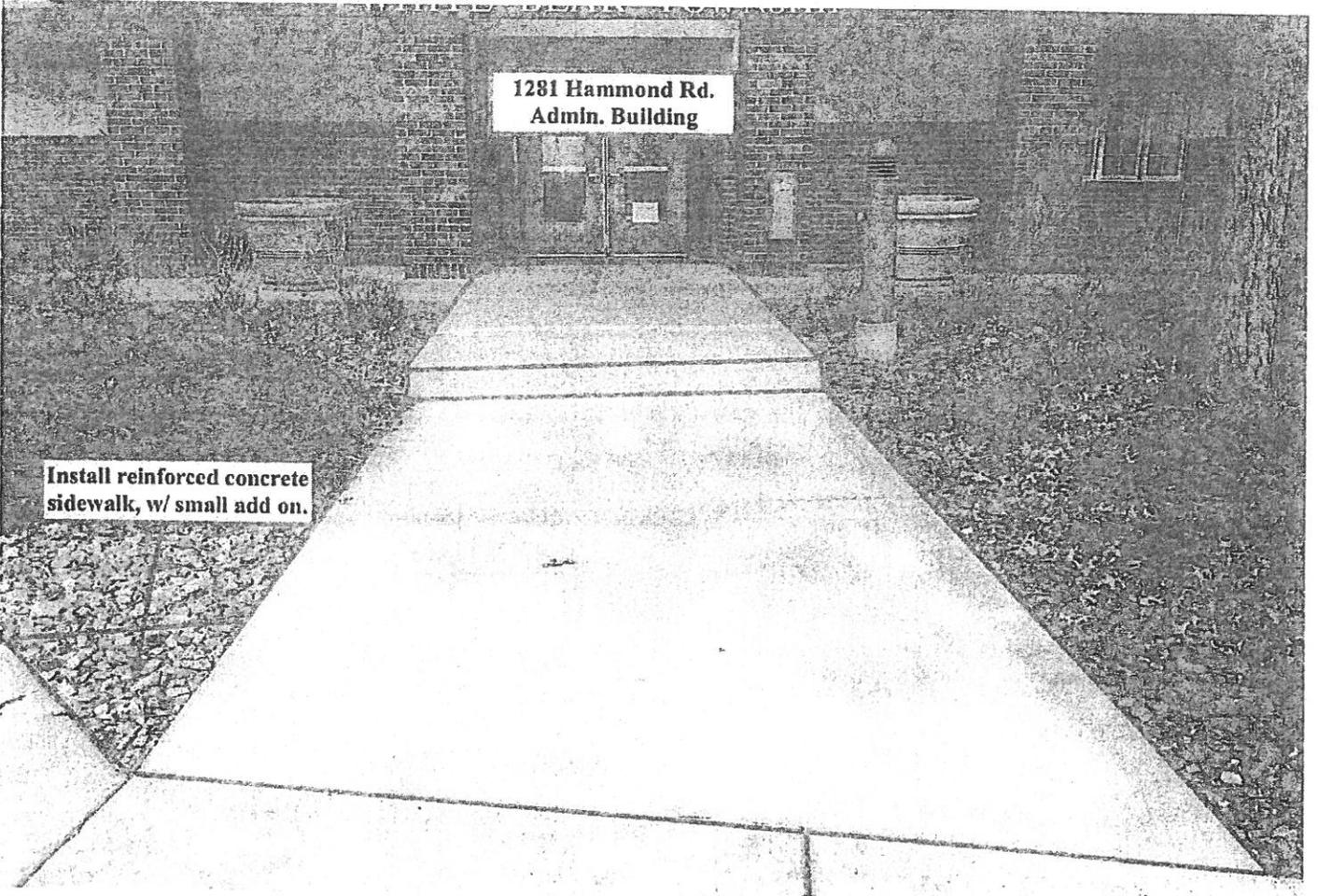
- Remove and recycle 1,210 square feet of sidewalk and (1) 8foot riser.
- Concrete sidewalks to similar design but be ADA compliant.
- Install sidewalk adjacent to curb, 180 linear feet. Sidewalk with switch back to front door, 40 linear feet and sidewalk with riser from parking lot.
- Install 30 linear 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

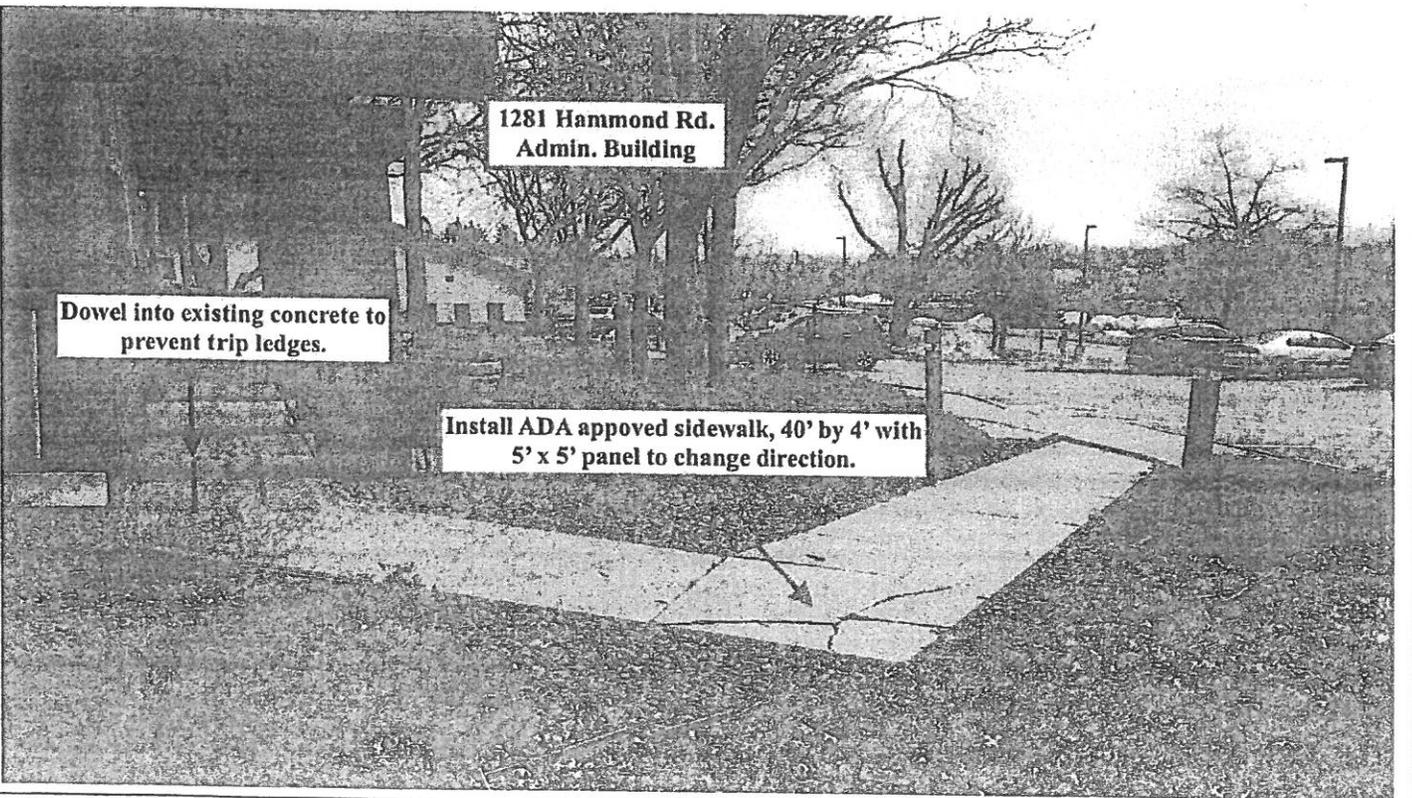
- Landscaping repairs.
- Irrigation Systems/Electrical/Utilities: Not responsible for damage to irrigation lines and heads/electrical lines/utilities. Goodmanson will use the best care possible to prevent any damage and will repair unexposed services at additional charge.

Initial _____



**1281 Hammond Rd.
Admin. Building**

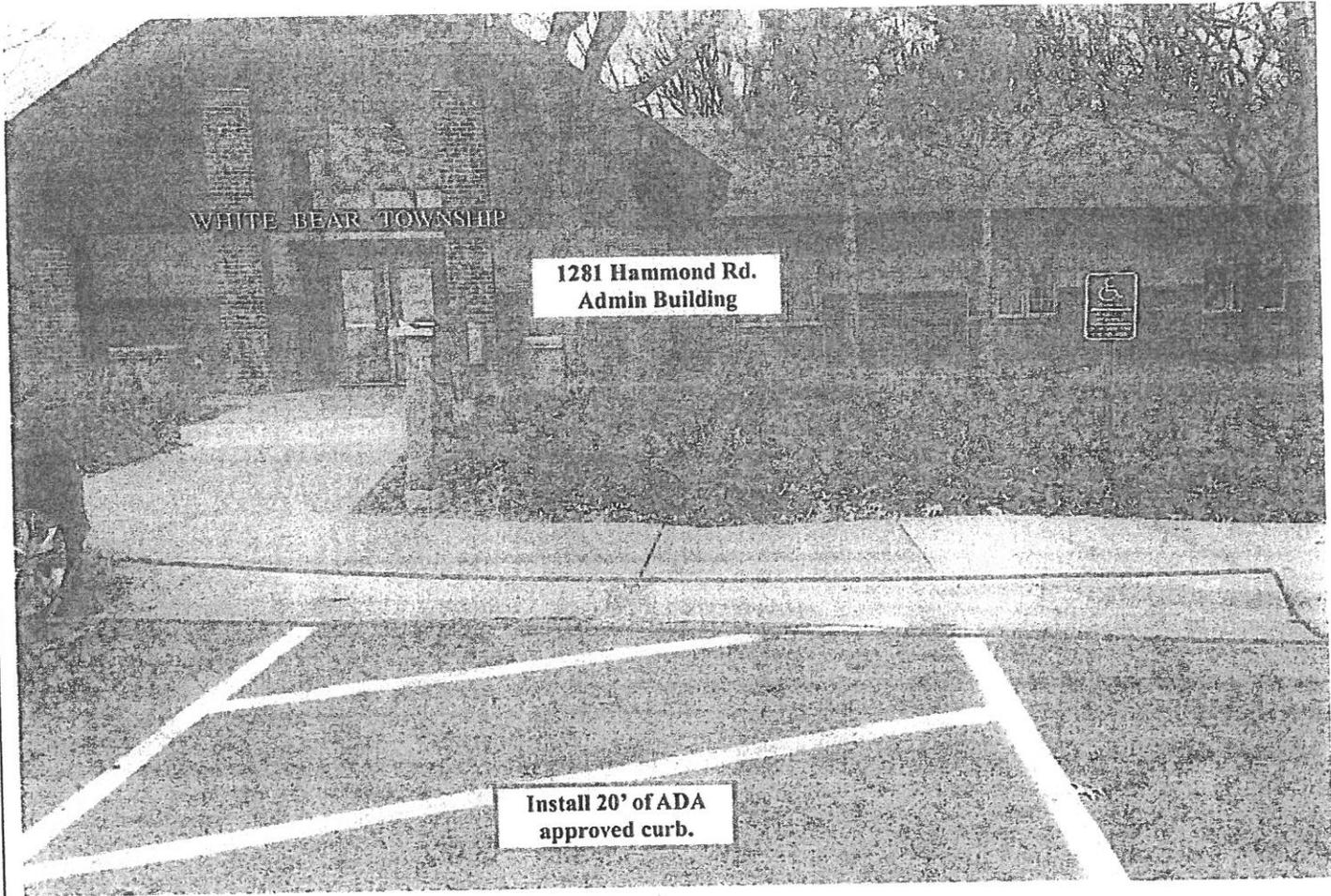
**Install reinforced concrete
sidewalk, w/ small add on.**



**1281 Hammond Rd.
Admin. Building**

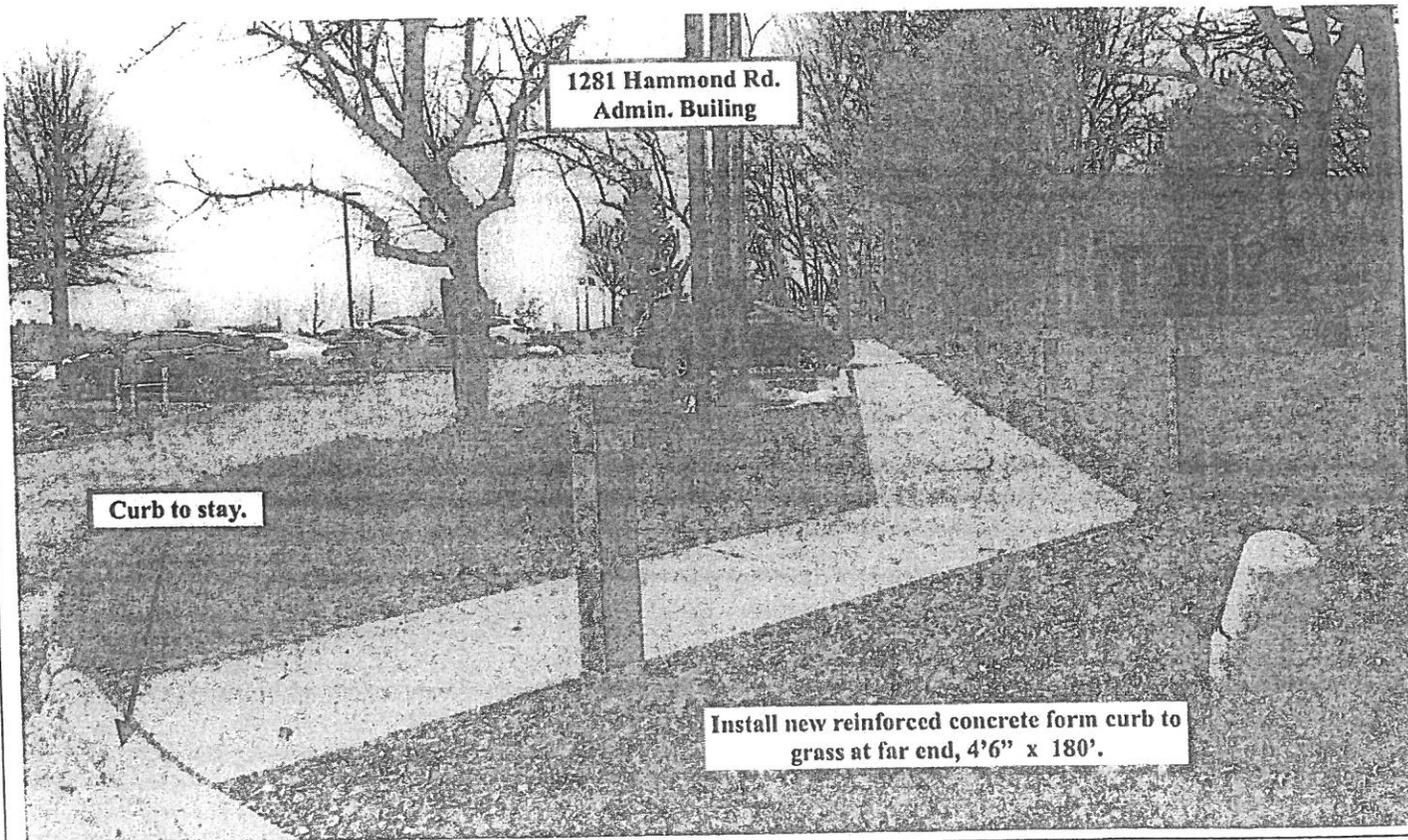
**Dowel into existing concrete to
prevent trip ledges.**

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



1281 Hammond Rd.
Admin Building

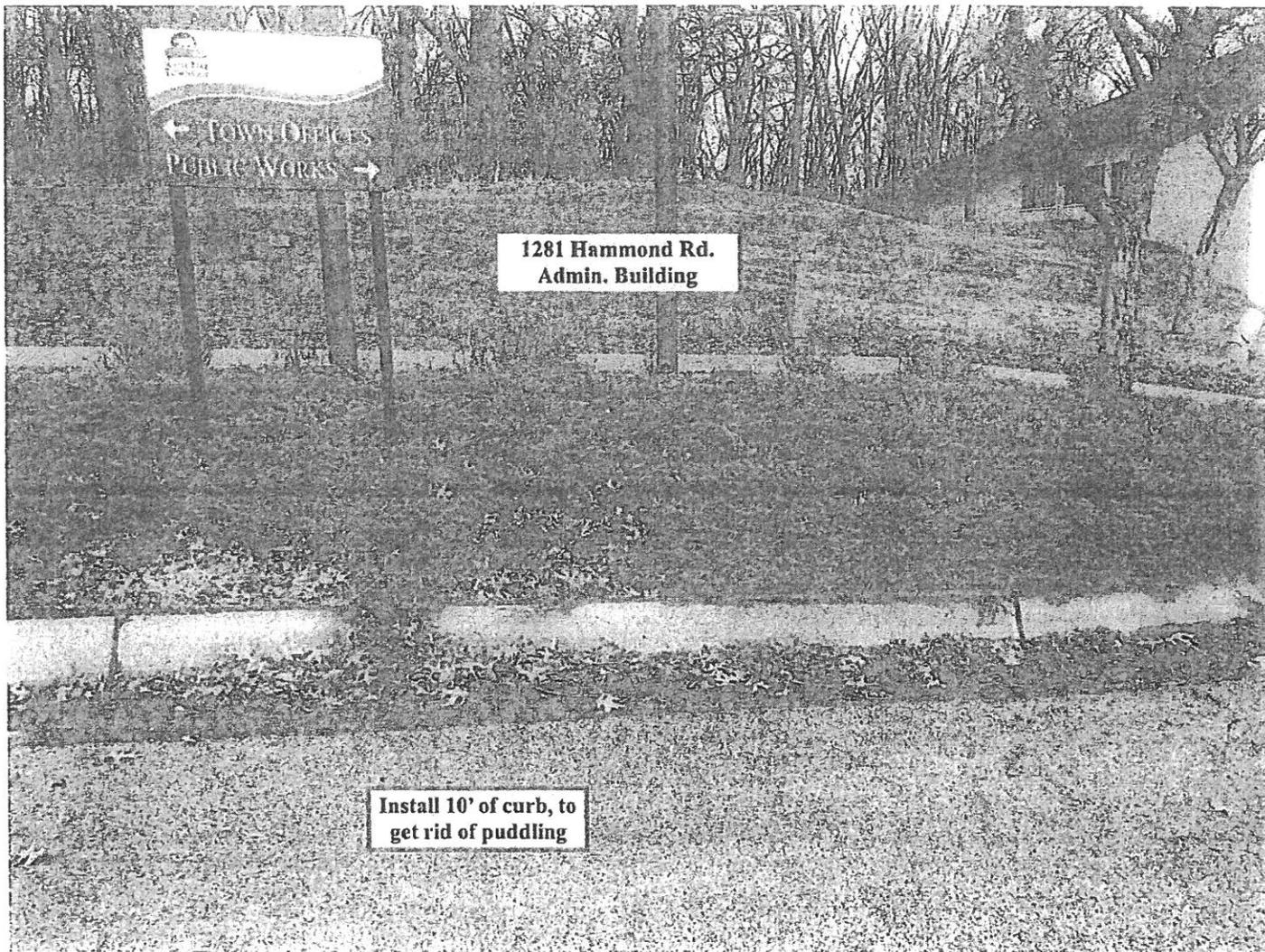
Install 20' of ADA
approved curb.



1281 Hammond Rd.
Admin. Builing

Curb to stay.

Install new reinforced concrete form curb to
grass at far end, 4'6" x 180'.



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



Developing Concrete Relationships

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

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)



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:

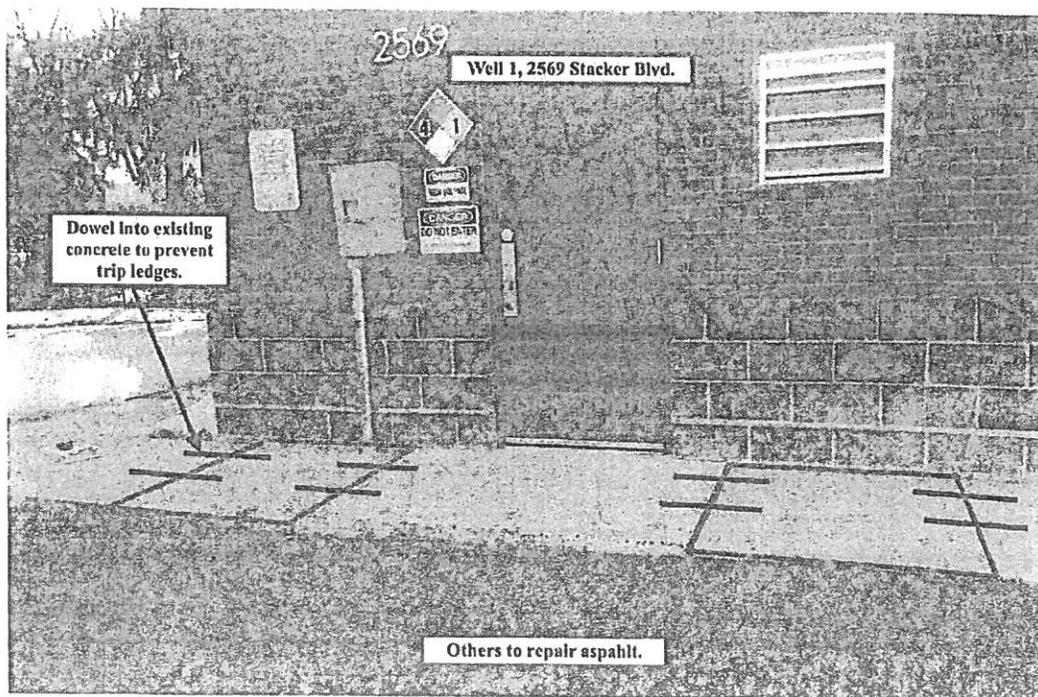
White Bear Township

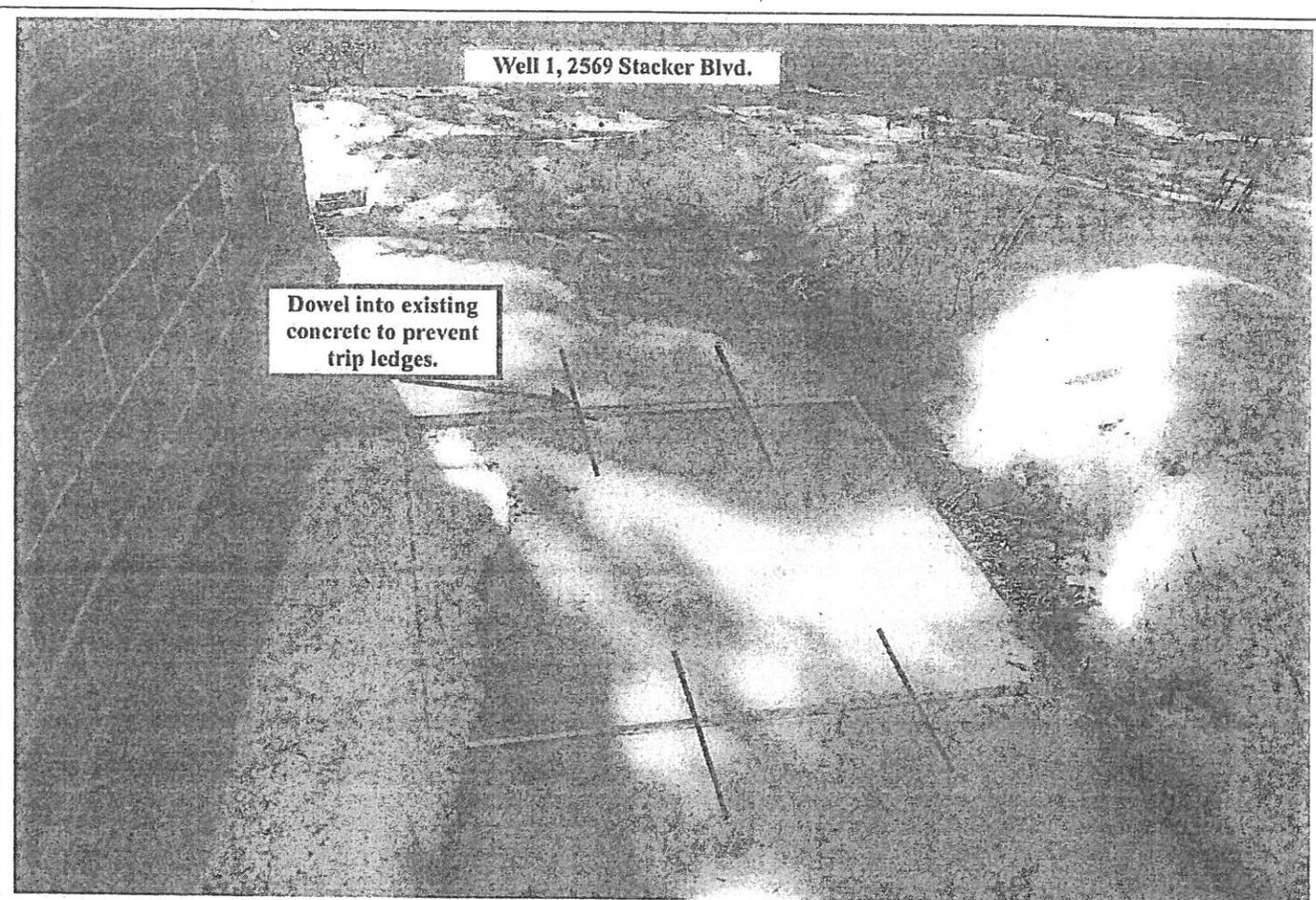
We hereby propose to furnish the materials and perform the labor necessary for the completion of:

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.

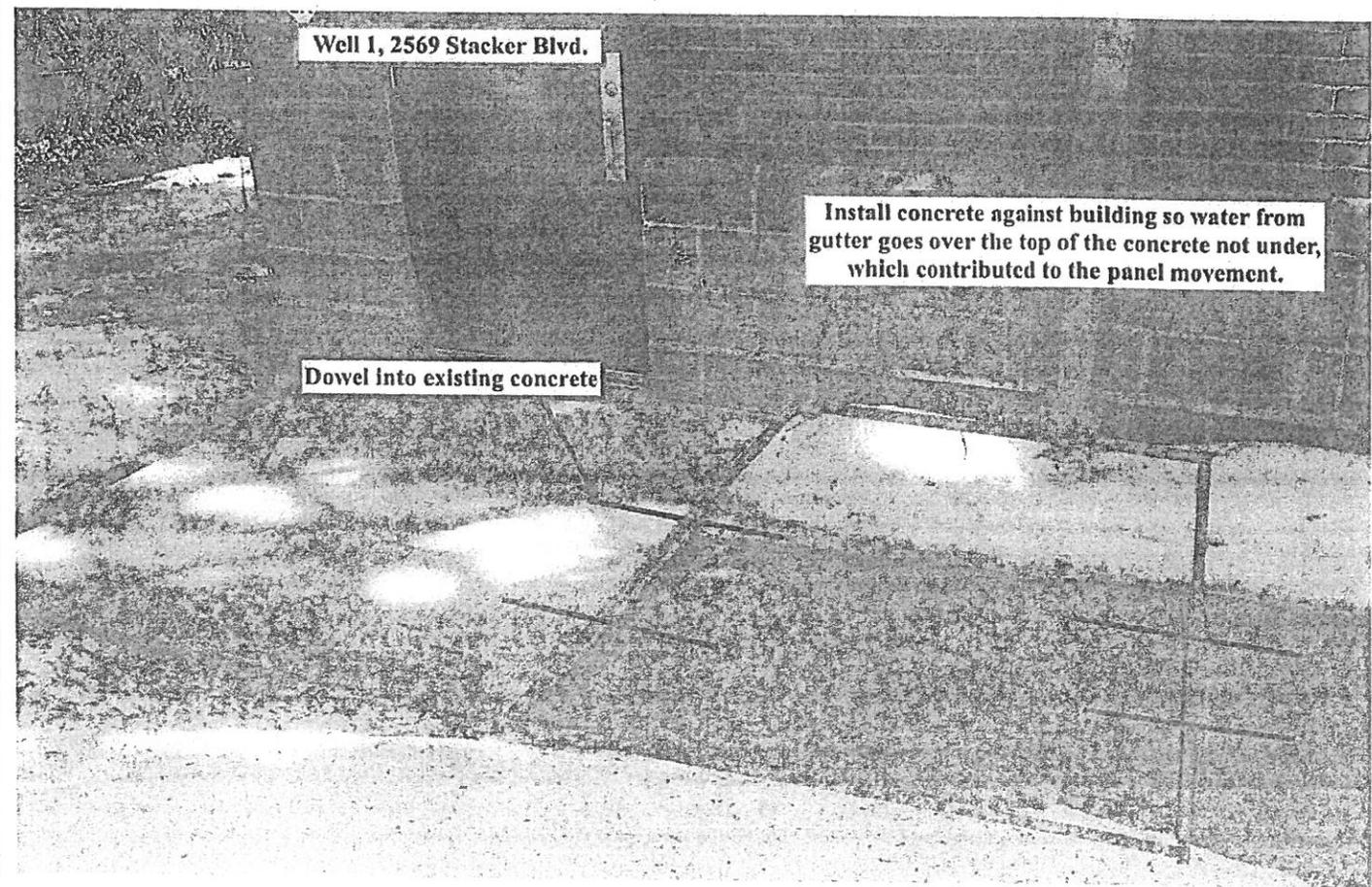
Total: \$1,520.00 (initial)





Well 1, 2569 Stacker Blvd.

Dowel into existing concrete to prevent trip ledges.



Well 1, 2569 Stacker Blvd.

Install concrete against building so water from gutter goes over the top of the concrete not under, which contributed to the panel movement.

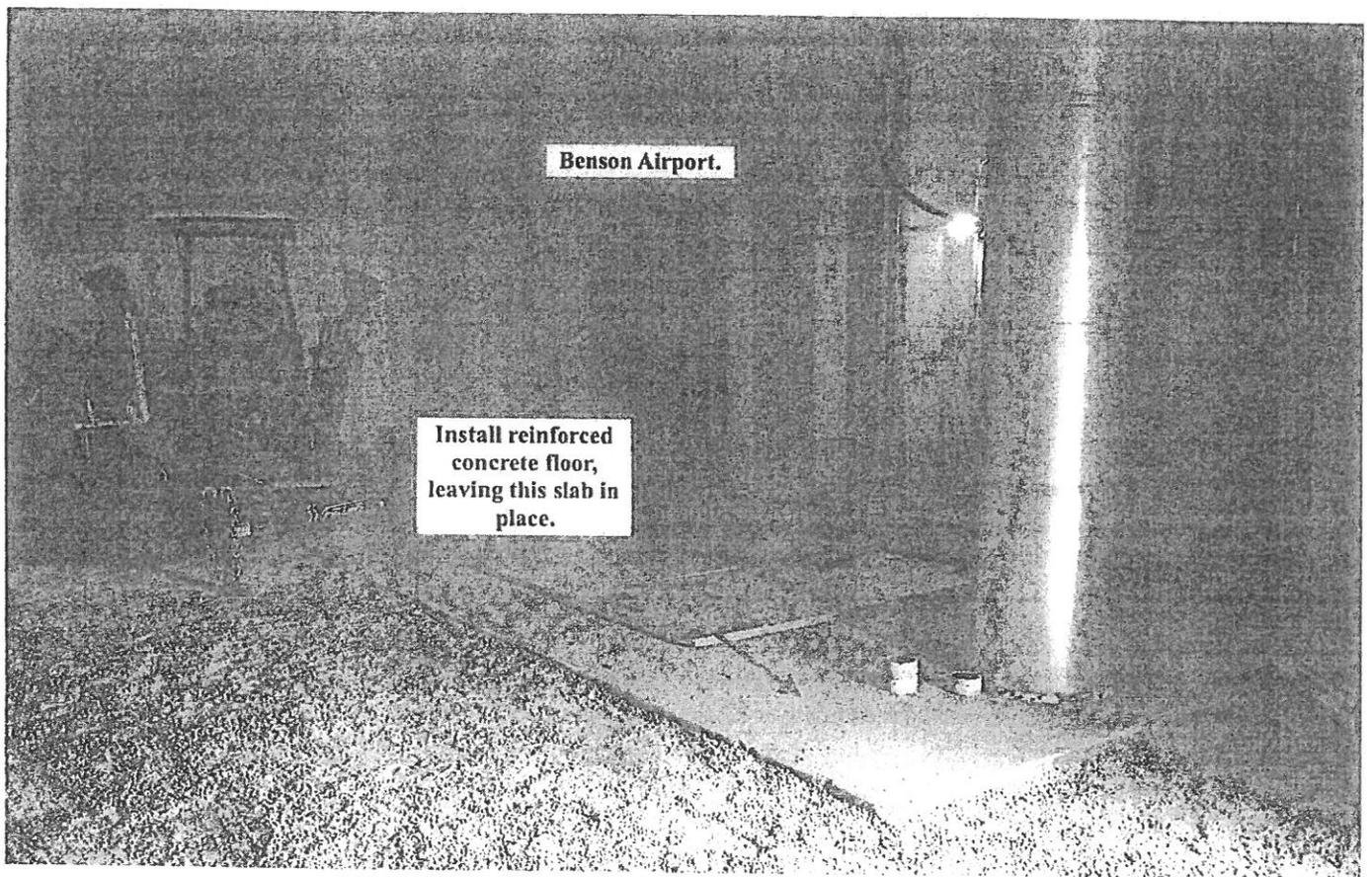
Dowel into existing concrete

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

5

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):

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Railings (if applicable):

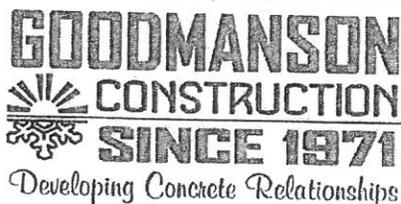
Goodmanson does not replace or install railings. We recommend Andrew Laliberte with Dakota Unlimited 651-322-7123.

Irrigation Systems/Electrical/Utilities (if applicable):

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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.

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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: _____

DOCUMENTS NEEDED:

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

BILLING INFORMATION Preferred Billing: Email or USPS

Business Name: _____

Contact Name: _____

Project Name: _____

Mailing Address: _____

City, State, Zip: _____

E-mail Address: _____

Submitted by:

Matt Lang

Project Estimator/Designer



**Town Board Meeting
August 6, 2018**

Agenda Number: 6B – Old Business

Subject: Joint Purchase of Vehicle Gateway Base Station for Automated Meter Reading With the City of Hugo:

1. Approve Agreement.
2. Authorize Execution.

Documentation: Staff Memo /
Town Attorney Correspondence /
Revised Agreement Incorporating Town Attorney
Recommendations

Action / Motion for Consideration:

Receive Information / Discuss

Based Town Attorney & Staff Review & Recommendation:

- 1) Approve the Agreement Between the Town of White Bear and the City of Hugo for the Purchase, Operation, and Maintenance of the Vehicle Gateway Base (VGB) Station for Automated Meter Reading
- 2) Authorize Execution by the Town Board Chair and Town Clerk.

**Minutes
Town Board Meeting
July 16, 2018**

JOINT PURCHASE OF VEHICLE GATEWAY BASE STATION FOR AUTOMATED METER READING WITH THE CITY OF HUGO: 1) APPROVE AGREEMENT; 2) AUTHORIZE EXECUTION:

The joint purchase of the VGB with the City of Hugo necessitates the execution of an agreement with Hugo which establishes the ownership of the VGB for maintenance and asset management purposes. The Town Attorney reported that he has reviewed the proposed Agreement between the Town of White Bear and the City of Hugo regarding the Purchase, Operation, and Maintenance of the Vehicle Gateway Base Station for Automated Meter Reading. The Attorney recommended several clarifications stating that the Town is co-owner of the hardware and software being purchased; 1) liability which implies that the Town would be responsible for any damage done to the equipment

caused by Town staff; the same would be true for the City of Hugo: 2) the Agreement does not address how to handle damage to the equipment that occurs while it is being stored; and 3) damages resulting from either hardware or software defects.

Ruzek moved to receive the Purchase, Operation, and Maintenance of the VGB Station for Automated Meter Reading and that the Agreement be finalized with the Town Attorney recommendations and brought back for final approval. Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: JULY 13, 2018

SUBJECT: JOINT PURCHASE OF VEHICLE GATEWAY BASE (VGB) WITH CITY OF HUGO

The joint purchase of the VGB with the City of Hugo necessitates the execution of an agreement with Hugo which establishes the ownership of the VGB for maintenance and asset management purposes.

The attached invoice has been received and training on the unit is set to begin within the next week or so.

Requested Action:

- 1) Approve the Agreement Between the Town of White Bear and the City of Hugo for the Purchase, Operation, and Maintenance of the Vehicle Gateway Base (VGB) Station for Automated Meter Reading.
- 2) Authorize Execution by the Town Board Chair and Town Clerk.

PSW/s

Kelly & Lemmons, P.A.

A T T O R N E Y S A T L A W

• Chad D. Lemmons
chadlemmons@kellyandlemmons.com

Real Property Law Specialist, Certified by the Real
Property Section of the Minnesota State Bar Association

White Bear Township
Attn: Town Board

July 16, 2018

RE: Vehicle Gateway Base Joint Agreement – City of Hugo

Dear Sirs,

I have reviewed the proposed Agreement between the Town of White Bear and the City of Hugo regarding the Purchase Operation Maintenance of a Vehicle Gateway Base. I would recommend making the following additions to the Agreement.

First, it needs to be clear that the Town is co-owner of the hardware and software being purchased. If the Town is not a party to any of the contracts for the purchase of the equipment it would lose the right to make any damage claims which are caused by defects in either the hardware or the software.

Next, there should be a schedule of use agreed to. You do not want to get caught in a situation where both Town staff and City staff want to use the equipment or the software on the same days.

Finally, there is a question of liability. Paragraph 3, implies that the Town would be responsible for any damage done to the equipment cause by Town's staff, the same would be true of the City. However, the Agreement does not address of how do we handle damage to the equipment that occurs while it is being store i.e. fire damage. We should check with the insurance to find out how they would handle such a claim.

Another issue is damages resulting from either hardware or software defects. Paragraph 3 of the Agreement and applicable Minn. Stat. 471.59 Subd. 1a only deal with damages resulting from acts or admissions. Defects in the hardware or software are not acts or admissions of the participating governmental unit. Language should be added to the Agreement making it clear that any damage suffered by the City or a citizen of the City due to defects of the hardware or software will be the responsibility of the City. In case of the Town, the Town would be responsible for the losses it suffers due to defects in software or hardware. I would recommend that the Agreement incorporate provisions of Minn. Stat. 471.59 which deal with join exercise of powers. If you have any questions please feel free to contact me.

Respectfully yours,

KELLY & LEMMONS, P.A.

/s/ Chad D. Lemmons
Chad D. Lemmons
CDL/ran

**Agreement Between the Town of White Bear
and the City of Hugo for the Purchase, Operation,
and Maintenance of the Vehicle Gateway Base (VGB)
Station for Automated Meter Reading**

AGREEMENT, made this ____ day of _____, 2018, by and between the TOWN OF WHITE BEAR, (the TOWN), a political subdivision under the laws of the State of Minnesota, and the CITY OF HUGO, a political subdivision under the laws of the State of Minnesota (the CITY),

WHEREAS, both the TOWN and the CITY are responsible for providing efficient reading of water meters in their respective communities to determine resident consumption;

AND WHEREAS, the CITY has purchased the Vehicle Gateway Base (VGB) with the understanding that the TOWN will contribute to its purchase,

AND WHEREAS, the TOWN and the CITY wish to jointly utilize the Vehicle Gateway Base (VGB) station to allow more accurate and efficient meter reads;

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purchase, Maintenance, & Ownership of the Vehicle Gateway Base (VGB). The TOWN shall contribute toward the purchase of the Vehicle Gateway Base (VGB), laptop, software, GPS, and mapping and the TOWN as follows:

- A. Payment of \$10,125.00 which represents one-half of the VGB package purchase which consists of:
 - the VGB unit, laptop, software, GPS, set up & training, and Ramsey County mapping module

- B. The CITY shall be listed as the registered owner/contact for all matters relating to the maintenance and repair of the VGB.
 - Mutually agreed upon maintenance and repair shall be borne by both the TOWN and the CITY equally.
 - The TOWN or CITY shall be responsible for any damage to the VGB while not in use and in their possession.

- C. The VGB shall be listed by the CITY as a CITY asset.

2. Schedule for Use of VGB. The use schedule for the VGB shall be as follows:

HUGO - five (5) days before the end of the quarter
 TOWN - five (5) days after the end of the quarter

3. Term of Agreement. This Agreement shall be for the life of the VGB.

4. Indemnity. The TOWN and the CITY shall defend and hold harmless the other from any claims arising from any act or omission on the part of its own officers, employees, agents, contractors or representatives, including any attorney's fees and expenses incurred in defending any such claim.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF WHITE BEAR

CITY OF HUGO

By: _____
 Town Board Chair

By: _____
 Its Mayor

And By: _____
 Town Clerk-Treasurer

And By: _____
 Its City Clerk



14669 Fitzgerald Avenue North
 Hugo, Minnesota 55038
 651-762-6300

June 27, 2018

INVOICE

Bill To: White Bear Township
 Attn: Pete Tholen
 1281 Hammond Road
 White Bear Township, MN 55110

RECEIVED
 JUN 28 2018
 TOWN OF WHITE BEAR

Description	Amount	Balance
Laptop and Mapping Module from Core & Main for Sensus Radio Reads 1/2 Cost of Laptop Ramsey County Mapping Module	 \$7,375.00 \$2,750.00	 \$7,375.00 \$10,125.00
<i>Due Upon Receipt</i>		Total Due
Remit To: City of Hugo Attn: Finance Department 14669 Fitzgerald Avenue North Hugo, MN 55038		\$10,125.00



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # 1753459
Invoice Date 6/12/18
Account # 099835
Sales Rep COREY LUFKIN
Phone # 952-937-9660
Branch #230 Eden Prairie, MN
Total Amount Due \$20,250.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

HUGO WATER DEPT 000/0000
14669 FITZGERALD AVE N 00000
HUGO MN 55038-9301

Shipped To:
C/O Public Works Building
6900 137th Street N.
Hugo, MN

CUSTOMER JOB- METERS Meters

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/19/18	6/08/18	VGB	Meters	METERS		BEST	1753459

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
	CORE & MAIN PO#- 8651450						
42SN4600VGBWLT	SENSUS 4600 VGB WITH LAPTOP	1	1		14750.00000 EA	14,750.00	
42SNAVMMCO	AUTOVU MAPPING MODULE COUNTY WO/CD DRIVE S/N 5395480035009 RAMSEY COUNTY MN	1	1		2750.00000 EA	2,750.00	
42SNAVMMCO	AUTOVU MAPPING MODULE COUNTY WO/CD DRIVE S/N 5395480035009 WASHINGTON COUNTY MN	1	1		2750.00000 EA	2,750.00	
42SNAUTOVU	AUTOVU SOFTWARE FOR VGB SENSUS# 5395414700028	1	1		N/C EA		
/45015274201	SOFTWARE ARWIN VEMR MDLE 5395454700155	1	1		N/C EA		
/45015274202	ANTENNA ASSLY FOR VXUII/VGB ROOF MOUNT MAG (NEW STYLE) 5395434600001	1	1		N/C EA		

EXPENSE CODES 601-4940-221 Equipment Repairs
Water Meter Reader

[Signature]
AUTHORIZATION TO PAY
DATE 7-02-18

[Signature]
AUTHORIZATION TO PAY
DATE 7-3-18

Freight

Subtotal: 20,250.00
Other: .00
Tax: .00
Invoice Total: \$20,250.00

Terms: NET 30
Ordered By: MIKE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



Town Board Meeting August 6, 2018

Agenda Number: 7A – Public Hearing

Subject: 5265 Grand Avenue – 16.4' Right-of-Way Setback Variance Request to Allow Construction of a Front Entryway

Documentation: Staff Memo w/attachments /
Public Notice / Resident Letter / Mailing List / Map
Publication /
Variance Application /

Action / Motion for Consideration:

- Note Proper Publication of the Hearing Notice in Newspaper & Waive Reading of Notice
- Open Public Hearing
- Open Public Comment Portion – Ask for Comments
- Close Public Portion of Hearing

Based on Variance Board, Planning Commission & Staff Review & Recommendation Approve the 16.4" Right-of-Way Setback Variance to Allow Construction of a Front Entryway

Minutes
Planning Commission Meeting
June 28, 2018

LARKIN & GINA ADEY 5265 GRAND AVENUE – REQUEST FOR A 16.4' RIGHT-OF-WAY SETBACK VARIANCE, MINOR SUBDIVISION REQUIRING LOT SIZE & WIDTH VARIANCES TO ALLOW CONSTRUCTION OF A FRONT ENTRYWAY AND LOT SUBDIVISION: The Planner reported that the Adey's are requesting approval of a minor subdivision, requiring lot width and lot size variances, and a 16.4' right-of-way setback variance. The right-of-way setback variance is requested to allow construction of an entryway into the home. The home currently has a small deck at the front. The Adey's would like to add a covered entryway in the location of the deck. The front deck is located 18.6' from the Grand Avenue right-of-way. A 16.4' right-of-way setback variance is required to replace the non-conforming deck with a larger structure.

In addition to the right-of-way setback variance, the Adey's would like to separate the southerly portion of the lot, creating a new buildable lot. The Adey property consists of four 43' wide lots which were tied together for tax purposes. The Adey's home and garage are located on the northerly 3 parcels. Lot #4 is vacant. The total area of the four lots is 24,982 square feet in area. The Town's minimum lot square footage requirement is 12,000 square feet. Lot width requirements are 80' for an interior lot and 105' for a corner lot. The proposed parcels are:

Parcel A 15,984 square feet in area. The width of this corner lot is proposed to be 109.91 x 145.61. The Adey home and garage are located on the proposed Parcel A. Parcel A as proposed meets the Town's minimum lot width of 80' and square footage requirements.

Parcel B 8,998 square feet in area. The width of this lot is proposed to be 61.97' wide. Parcel B as proposed will require two variances: 1) an 18.03' lot width variance; 2) a 3,002 square foot lot size variance.

The property is located in the White Bear Beach neighborhood. Lot sizes vary but there are several undersized lots of record. Many of the lots were platted with lot widths between 40' and 50' wide. Most were combined to create larger lots. Several were developed as individual lots. The block where the Adey's home is located has 9 homes. Four of these lots with homes are 43' wide. One corner lot is 45' wide. The Adey lot is 171.88' wide and the remaining three lots are 105' wide (corner lot) and two are 86' wide. One of the 86' wide lots is a corner lot. Six of the nine lots are undersized lots of record. Three of these properties are in the City of White Bear Lake. The block across the street from the Adey's home has six homes, of which all lots exceed 80' in width. Three of the four corner lots are less than 105' however. The block south of Adey's had five homes in the Township and two in the City of White Bear Lake. Three of the five homes in the Township are constructed on undersized lots of record. The block north of Adey's has all by one lot which meets current lot size requirements. Other blocks in the White Bear Beach neighborhood have varying lot sizes, many of which are undersized.

Right-of-Way Setback Variance: The right-of-way setback variance is requested to add a front entryway onto the home. Currently there is an at grade deck which is proposed to be replaced by the entryway. The Adey garage is placed closer to the 2nd Street right-of-way than the porch which is proposed abutting Grand Avenue. It appears that the homes at 5255 Grand, 2560 2nd Street, 2559 1st Street all have the front facing portions of their homes closer to the right-of-way than what the Adey's are requesting. Based on the character of the neighborhood, especially this block, the porch addition appears to be consistent with several of the other homes in the neighborhood. A 16.4' right-of-way setback variance must be approved to allow the entryway addition.

Subdivision Requiring Lot Size & Width Variances: This unique block in the White Bear Beach neighborhood has homes on conforming sized lots and homes on small undersized lots. A new home has been designed which will meet setback requirements if the Adey's are permitted to subdivide their lot. The Town must review and take action on the variance requests including: 1) an 18.03' lot width variance request; 2) a 3,002 square foot lot size request. There are five mature trees which will most likely have to be removed to make way for a new home. It appears that of these five, three may be able to be worked around. The large oak tree in the rear yard would be worth working around in possible.

The following recommended conditions for approval if the subdivision is approved as requested are: 1) Payment of a park dedication fee for Parcel B; 2) Payment of a utility hook-up fee for the future home on Parcel B; 3) The builder shall consider a home design which will avoid destruction of all mature trees on the lot; 4) Approval of an 18.03' lot width variance for Parcel B; 5) Approval of a 3,002 square foot lot size variance for Parcel B; 6) Provision of 10' drainage and utility easements along the lot lines for parcels A & B (easements shall not be located over any existing buildings).

The Variance Board discussed the right-of-way variance for the porch addition at their June 20, 2018 meeting. They noted that the addition is not planned to be closer to the right-of-way than the existing landing. They looked at the neighborhood and determined that the addition would be consistent in setback with other homes on the block and within the neighborhood. The Variance Board recommend to the Planning Commission to recommend approval for the 16.4' right-of-way setback variance as requested as it would have the same setback as the existing landing structure, is consistent with other properties in the neighborhood, is similar to other variances issued in the neighborhood and meets the standards set forth by the Zoning Ordinance to approve a variance.

The Variance Board discussed the variance process and creation of a lot which needs both square footage and lot width variances. They noted that the Town has approved variances which require either a lot width or a minor square footage variance but not both. No similar subdivision and variance requirements have involved creating a lot this small or narrow. They recommend denial of the variances to create a new lot due to the substandard area and lot width variances needed and the request does not meet the standards set forth by the Zoning Ordinance to approve the variances.

The Variance Board did recommend that the Planning Commission consider a Zoning Ordinance amendment to create a new single family residential zoning district which would allow reduced lot sizes in older neighborhoods where there are already numerous small lots.

Larkin Adey stated that they have kids and want a family. He stated that there are several small lots in the neighborhood and his request for subdivision would fit it. He stated that the front entryway is only a small deck. They would like to add a covered entryway in the same location as the deck.

Comments included:

- It is too late to use spot zoning to fit the character of this older neighborhood.
- This is a high density district. With the condition of the neighborhood and a lot of distressed properties the subdivision would make the area nicer. Could consider it affordable housing.
- The Adey property is gigantic compared and all the houses in the area which are smaller.
- Variety of density is a good thing but variances are not. Would agree with creation of new zoning for smaller lots.
- How restrictive would a new zoning district be? Would have to limit it to a neighborhood.
- Are we being consistent with developments?
- Although this is not lake property they do have lake access but subdivision request does not fit in with other lake properties.
- Denn noted that he does not support the ordinance change since smaller lots and increased density will detract from the neighborhood.
- Larkin Adey stated that the only improvement for these houses is to do what he is doing. The Township should think of doing something in areas like this. Their property is surrounded by abandoned houses.
- The Town should address the issues.

Artner moved to recommend to the Town Board to approve a 16.4' right-of-way setback variance to add front entryway. Kotilinek seconded. Ayes all.

Flann moved to recommend to the Town Board that discussion continue to resolve variety of densities in the neighborhood and to look at surrounding communities and potential options. Artner seconded. Ayes all.

Minutes
Variance Board meeting
June 20, 2018

LARKIN & GINA ADEY, 5265 GRAND AVENUE – Request for a 16.4’ Right-of-Way Setback Variance and a Minor Subdivision Requiring Lot Size & Width Variances to Allow Construction of a Front Entryway & Lot Subdivision: Riedesel summarized the proposal to construct a front entryway onto the home. The new entryway would replace an existing landing. The existing landing is located 18.6’ from the Grand Avenue right-of-way. A 16.4” right-of-way setback variance is requested to add the entryway.

Riedesel also summarized the request to subdivide the lot into two parcels requiring an 18.03’ lot width variance and a 3,002 square feet lot size variance for the proposed Parcel B. Parcel A, which has the Adey home and garage, exceeds the Town’s lot size and square footage requirements.

The Adey property is located in the White Bear Beach neighborhood which has a variety of lot widths and sizes. Many of the lots platted in this neighborhood were 40’-50’ wide. Many were combined to create larger lots. Several homes were constructed on smaller lots, however. On the Adey block there are 9 existing homes. Four of the homes are on 43’ wide lots, one corner lot is 45’ wide. The Adey lot is 171.88’ wide. The remaining 3 lots are; 105 wide (corner lot), and two 86’ wide lots one of which is a corner lot. Three of these lots are in the City of White Bear Lake.

The Variance Board reviewed other blocks in the White Bear Beach neighborhood surrounding the Adey block.

The Variance Board discussed the right-of-way variance for the porch addition. It was noted that the addition is not planned to be closer to the right-of-way than the existing landing. The Variance Board looked at the neighborhood and determined that the addition would be consistent in setback with other homes on the block and within the neighborhood.

Johnson moved to recommend to the Planning Commission to recommend to the Town Board to approve the 16.4 right-of-way setback variance as requested as it would have the same setback as the existing landing structure, is consistent with other properties in the neighborhood, is similar to other variances issued in the neighborhood, and meets the standards set forth by the Zoning Ordinance to approve a variance. Denn seconded. Ayes all.

The Variance Board then discussed the subdivision and variance requests to create a new buildable lot.

There was considerable discussion on the variance process and creation of a lot which needs both square footage and lot width variances. It was noted that the Town has approved variances which require either a lot width or a minor square footage variance but not both. No similar subdivision and variance requirements have involved creating a lot this small or narrow.

The Variance Board consensus was that the requested variances would not meet the standards for approval but the Town could consider creating a new zoning district which could include the Bellaire, Bald Eagle and Beach neighborhoods. Smaller lot sizes and widths could be considered for the new zone.

Short moved to recommend to the Planning Commission to recommend to the Town Board to deny the variances to create a new lot due to the substandard area and lot width variances needed and the request does not meet the standards set forth by the Zoning Ordinance to approve the variances. Johnson seconded. Ayes all.

Short moved to recommend to the Planning Commission to consider a Zoning Ordinance amendment to create a new single family residential zoning district which would allow reduced lot sizes in older neighborhoods where there are already numerous small lots. Johnson seconded. Ayes: Short, Johnson. Nay: Denn.

Denn noted that he does not support the ordinance change since smaller lots and increased density will detract from the neighborhood.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: JUNE 13, 2018

SUBJECT: CONSTRUCTION OF A FRONT ENTRYWAY & LOT SUBDIVISION

REQUESTS: 16.4' RIGHT-OF-WAY SETBACK VARIANCE
MINOR SUBDIVISION REQUIRING LOT SIZE & WIDTH
VARIANCES

LOCATION: 5265 GRAND AVENUE
ZONING: R-1
APPLICANTS: LARKIN & GINA ADEY

The Adey's are requesting approval of a minor subdivision, requiring lot width and lot size variances, and a 16.4' right-of-way setback variance. The right-of-way setback variance is requested to allow construction of an entryway into the home. The home currently has a small deck at the front. The Adey's would like to add a covered entryway in the location of the deck. The front deck is located 18.6' from the Grand Avenue right-of-way. A 16.4' right-of-way setback variance is required to replace the non-conforming deck with a larger structure.

In addition to the right-of-way setback variance, the Adey's would like to separate the southerly portion of the lot, creating a new buildable lot. The Adey property consist of 4, 43' wide lots which were tied together for tax purposes. The Adey's home and garage are located on the northerly 3 parcels. Lot #4 is vacant. The total area of the 4 lots is 24,982 square feet in area. The Town's minimum lot square footage requirement is 12,000 square feet. Lot width requirements are 80' for an interior lot and 105' for a corner lot. The proposed parcels are:

Parcel A – 15,984 square feet in area. The width of this corner lot is proposed to be 109.91 x 145.61. The Adey home and garage are located on the proposed Parcel A.

Parcel B - 8,998 square feet in area. The width of this lot is proposed to be 61.97' wide.

Parcel A as proposed meets the Town's minimum lot width and square footage requirements.

Parcel B as proposed will require two variances:

1. An 18.03 lot width variance
2. A 3,002 square foot lot size variance

The property is located in the White Bear Beach neighborhood. Lot sizes vary but there are several undersized lots of record. Many of the lots were platted with lot widths between 40' and 50' wide. Most were combined to create larger lots. Several were developed as individual lots, however. The block where the Adey's home is located has 9 homes. Four of these lots with homes are 43' wide. One corner lot is 45' wide. The Adey lot is 171.88' wide and the remaining three lots are 105' wide (corner lot) and two are 86' wide. One of the 86' wide lots is a corner lot. Six of the nine lots are undersized lots of record. Three of these properties are in the City of White Bear Lake.

The block across the street from the Adey's home has six homes, of which all lots exceed 80' in width. Three of the four corner lots are less than 105' wide, however.

The block south of Adey's has five homes in the Township and two in the City of White Bear Lake.

Three of the five homes in the Township are constructed on undersized lots of record.

The block north of Adey's has all but one lot which meets current lot size requirements.

Other blocks in the White Bear Beach neighborhood have varying lot sizes, many of which are undersized.

Right-of-Way Setback Variance:

The right-of-way setback variance is requested to add a front entryway onto the home. Currently there is an at grade deck which is proposed to be replaced by the entryway. The Adey garage is placed closer to the 2nd Street right-of-way than the porch which is proposed abutting Grand Avenue. It appears that the homes at 5255 Grand, 2560 2nd Street, 2559 1st Street all have the front facing portions of their homes closer to the right-of-way than what the Adey's are requesting. Based on the character of the neighborhood, especially this block, the porch addition appears to be consistent with several of the other homes in the neighborhood. A 16.4' right-of-way setback variance must be approved to allow the entryway addition.

Subdivision Requiring Lot Size & Width Variances:

This unique block in the White Bear Beach neighborhood has homes on conforming sized lots and homes on small undersized lots. A new home has been designed which will meet setback requirements if the Adey's are permitted to subdivide their lot. The Town must review and take action on the variance requests including:

An 18.03' lot width variance request.

A 3,002 square foot lot size request.

There are five mature trees which will most likely have to be removed to make way for a new home. It appears that of these five, three may be able to be worked around. The large oak tree in the rear yard would be worth working around if possible.

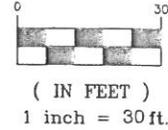
If the subdivision is approved as requested, the following are recommended conditions for approval:

- A. Payment of a park dedication fee for Parcel B.
- B. Payment of a Utility Hook-Up fee for the future home on Parcel B.
- C. The builder shall consider a home design which will avoid destruction of all mature trees on the lot.
- D. Approval of an 18.03' lot width variance for Parcel B.
- E. Approval of a 3,002 square foot lot size variance for Parcel B.
- F. Provision of 10' drainage and utility easements along the lot lines for parcels A & B (easements shall not be located over any existing buildings).

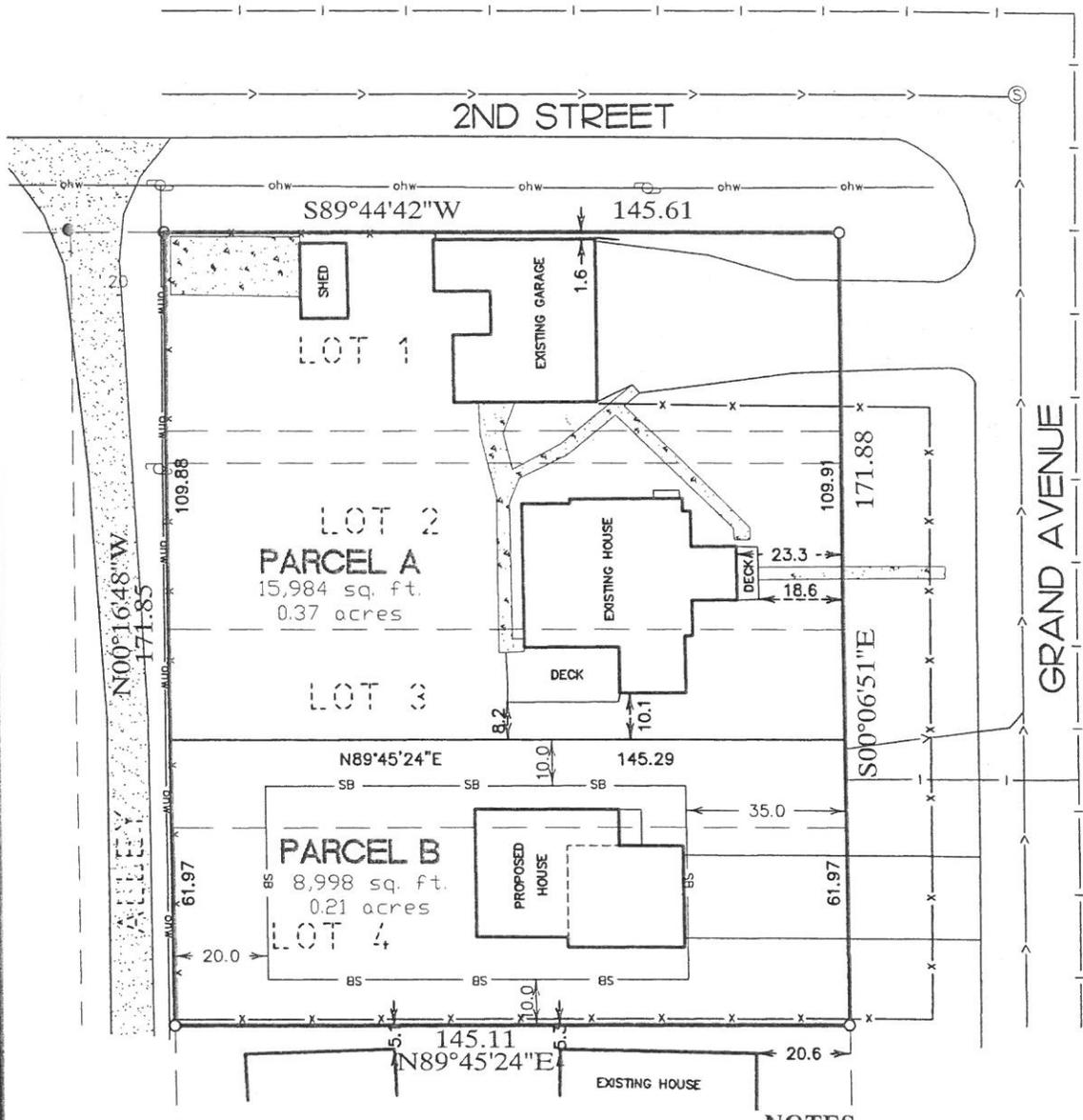
TR/psw
cc:admin/add.file
b:adey

CONCEPT PLAN

FOR: LARKIN ADEY
 ADDRESS: 5265 GRAND AVENUE, WHITE BEAR TWP.



NORTH



NOTES

- BEARING'S SHOWN ARE ON ASSUMED DATUM.

- DENOTES UTILITY POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES OVERHEAD WIRE
- DENOTES WATERMAIN
- DENOTES SANITARY SEWER
- DENOTES GRAVEL
- DENOTES CONCRETE
- DENOTES BITUMINOUS

LEGAL DESCRIPTION

Lot 4, Lot 3, and South 36 feet of Lot 2, Block 21, White Bear Beach. ALSO that part of Section 12, Township 30, Range 22, described as follows to-wit:
 Beginning at a point on the West line of Grand Avenue, 50 South of the South line of Second Street, thence North to South line of Second Street, thence West 145.51 feet, thence South 50 feet; thence East to point of beginning, Ramsey County, Minnesota.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

JOSHUA P. SCHNEIDER

Date: 5-22-18 Reg. No. 44655

JOB#18087

ACRE LAND SURVEYING
 Blaine, MN 55448
 763-238-6278 js.acrelandsurvey@gmail.com





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



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: wbt@whitebeartownship.org

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

July 25, 2018

Township Resident
White Bear Township, Minnesota 55110

Re: Variance Request

Dear Resident:

Enclosed please find a **Notice of Hearing Request for a Variance from Ordinance No. 35 (Zoning) of the Town of White Bear, Ramsey County, Minnesota.**

The owner of property at 5265 Grand Avenue is requesting approval of a 16.4' right-of-way setback variance to allow construction of a front entryway.

The Public Hearing on the matter is scheduled for **Monday, August 6, 2018 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.**

If you have any questions regarding the matter please plan to attend the meeting or you may contact Tom Riedesel, Planner, at 651.747.2761 or via e-mail at tom.riedesel@whitebeartownship.org.

Sincerely,

Patti Walstad
Paralegal

PSW/s
Enc.
cc:admin/add.file



recycled paper

Parcel ID: 123022420009

SCOTT N NELSON, ANNE NELSON
2565 1ST ST
WHITE BEAR TOWN MN 55110-2441

Parcel ID: 123022420016

BRENT D HARRY, LINDA S GUENTHER
5250 GRAND AVE
ST PAUL MN 55110-2450

Parcel ID: 123022420008

ROBERT K EAGAN
2559 1ST ST
WHITE BEAR TOWN MN 55110-2441

Parcel ID: 123022130058

KRISTA RAE STANLEY
2545 2ND ST
WHITE BEAR LAKE MN 55110-2444

Parcel ID: 123022420019

ROBERT JERSAK, MICHELE JERSAK
5273 PORTLAND AVE
WHITE BEAR LAKE MN 55110-2411

Parcel ID: 123022420011

GARY R HARTWIG
5255 GRAND AVE
WHITE BEAR LAKE MN 55110-2449

Parcel ID: 123022420070

JOHN M FREDRICKSEN
2608 1ST ST
SAINT PAUL MN 55110-2442

Parcel ID: 123022130072

MEGHAN D DAVIS, TYRRELL R DAVIS
5284 GRAND AVE
WHITE BEAR LAKE MN 55110-2451

Parcel ID: 123022420014

SCOTT J BERHOLZ
5276 GRAND AVE
WHITE BEAR LAKE MN 55110-2450

Parcel ID: 123022420005

WILLIAM R SHEAREN, MARY E SHEAREN
2560 2ND ST
WHITE BEAR LAKE MN 55110-2416

Parcel ID: 123022420013

NANCY G LARSON
2255 WILSON ST LOT 77
MENOMONIE WI 54751-1271

Parcel ID: 123022420020

JOSEPH E EHRMAN, LISA E EHRMAN
5251 PORTLAND AVE
WHITE BEAR TOWN MN 55110-2411

Parcel ID: 123022420007

CHAD AMUNDSON, JENNIFER AMUNDSON
5260 HOPE ST
WHITE BEAR LAKE MN 55110-2427

Parcel ID: 123022420029

JOHN OTTAVIANI, AMY OTTAVIANI
2574 1ST ST
WHITE BEAR LAKE MN 55110-2409

Parcel ID: 123022130071

MEGHAN D DAVIS, TYRRELL R DAVIS
5284 GRAND AVE
WHITE BEAR LAKE MN 55110-2451

Parcel ID: 123022420002

MARY L KELLGREN
2544 SECOND ST
WHITE BEAR LAKE MN 55110-2401

Parcel ID: 123022420030

JOSEPH W SIMMS, BETH M SIMMS
5227 GRAND AVE
WHITE BEAR LAKE MN 55110-2431

Parcel ID: 123022130063

KENNETH B PETRONACK
5299 GRAND AVE
WHITE BEAR LAKE MN 55110-2452

Parcel ID: 123022420010

LARKIN ADEY
5265 GRAND AVE
WHITE BEAR LAKE MN 55110-2449

Parcel ID: 123022420004

CITY OF WHITE BEAR LAKE
4701 HIGHWAY 61 N
WHITE BEAR LAKE MN 55110-3227

Parcel ID: 123022130098

JEAN BEGBIE
5295 GRAND AVE
WHITE BEAR TOWNSHIP MN 55110-2452

Parcel ID: 123022420012

MICHAEL A GUST, DENISE L GUST
5253 GRAND AVE
ST PAUL MN 55110-2449

Parcel ID: 123022420003

DUANE R DUREN JR
5258 NORTHWEST AVE
WHITE BEAR LAKE MN 55110-2421

Parcel ID: 123022130097

KEVIN T WOLFLEY, SANDRA J WOLFLEY
2565 2ND STREET
WHITE BEAR LAKE MN 55110-2428

Parcel ID: 123022130073

BARRY JOSEPH PETERSON
13427 HUMBER ST
FOREST LAKE MN 55025-9485

Parcel ID: 123022420015

BRIAN NAEGELI
2971 MILTON CT
ROSEVILLE MN 55113-5200

Parcel ID: 123022130061

LEO J KERSCHNER, LUCILLE M KERSCHNER
2559 2ND ST
ST PAUL MN 55110-2428

Parcel ID: 123022130070

GERALD R LEBAKKEN, PATRICIA A LEBAKKEN
5292 GRAND AVE
WHITE BEAR LAKE MN 55110-2451

Parcel ID: 123022420006

JAMES T MILLER, CHERYL J MILLER
5252 HOPE ST
WHITE BEAR LAKE MN 55110-2427

Parcel ID: 123022420073

KAREN A RENTZ
5275 PORTLAND AVE
WHITE BEAR LAKE MN 55110-2411

Parcel ID: 123022130060

ROBERT J SWEENEY
5300 AYDEE CIR
ST PAUL MN 55110-2457

Parcel ID: 123022420078

**KEVIN TRAMM CONSTRUCTION INC, C/O
TRAMM COMPANIES**
3450 LEXINGTON AVE N STE 200
SHOREVIEW MN 55126-8112

Parcel ID: 123022420077

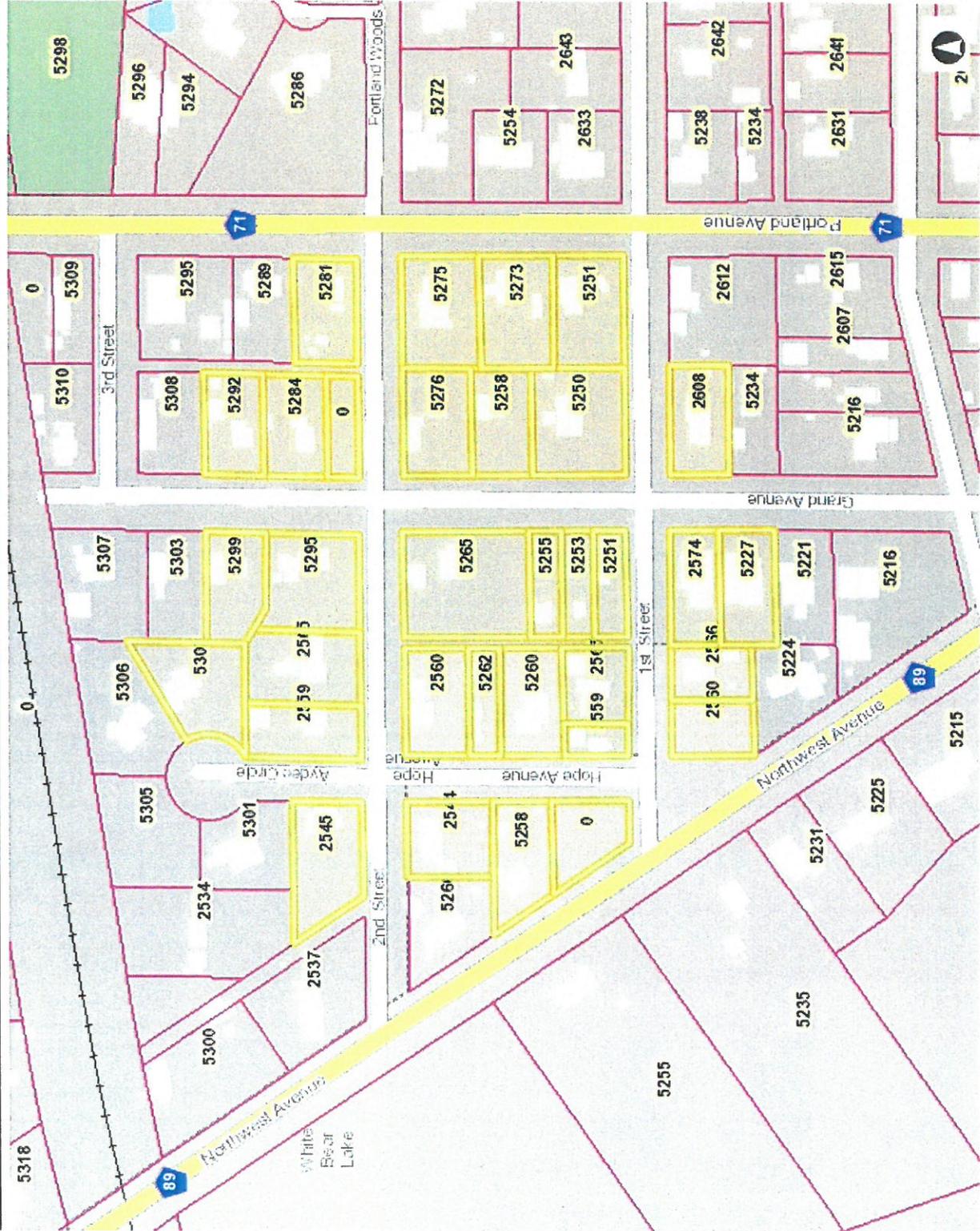
BRIAN D BENDUHA
2566 1ST ST
WHITE BEAR LAKE MN 55110-2409



5160°

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge®

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Use Avery Template 5160



Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

400.0 0 200.00 400.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division



WHITE BEAR TOWNSHIP
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

Published one time in the White Bear Press on July 25, 2018.



VARIANCE APPLICATION FORM

White Bear Township
1281 Hammond Road
White Bear Township, MN 55110
Phone 651-747-2750 Fax 651-426-2258
www.ci.white-bear-township.mn.us

INTRODUCTION

Variations from the literal provisions of this Ordinance shall only be permitted when they are in harmony with the general purposes and intent of this Ordinance, and when the terms of the variance are consistent with the Comprehensive Plan. Variations may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the provisions of this Ordinance. "Practical Difficulties", as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by this Ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variations shall be granted for earth sheltered construction as defined in Minnesota Statutes, when in harmony with this Ordinance. No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located. The Town Board may impose conditions in granting a variance that are directly related to and in rough proportion to an impact created by the variance. Conditions may be imposed in the granting of variations to insure compliance and to protect adjacent properties.

_____ Fee \$225

APPLICANT(S) Larkin L. Adey PHONE (Home) 952 818 6010
Gina L. Adey (Business) _____
(Cell) 612 735 1674

ADDRESS 5265 Grand Ave.

PROPERTY OWNER Larkin + Gina Adey

ADDRESS OF SITE 5265 Grand Ave. ZONING R1

EXISTING USE OF SITE Home

DESCRIPTION OF VARIANCE REQUEST Add front covered front entry
encroaching into setback area.

SETBACKS:	<u>Required</u>	<u>Existing</u>	<u>Requested</u>
Front Yard	<u>35</u>	<u>23.3</u>	<u>25 18.6</u>
Side Yard	<u>10</u>	<u>71.98</u>	<u>NA</u>
Side Yard	<u>10</u>	<u>—</u>	<u>NA</u>
Rear Yard	<u>10</u>	<u>—</u>	<u>NA</u>
Other (Specify)	_____	_____	_____

Applicant understands that the Variance Application fee will not be refunded if, after being submitted, the application is denied or the applicant chooses to withdraw.

It is the policy of White Bear Township that all identifiable costs associated with a Variance Application within the Township shall be the sole responsibility of the owner of said property. The costs shall include, but are not limited to the following: 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.

Tach A. Adly

[Signature]
*Signature of Applicant(s)

5/30/2018

Date

*Prior to applying for a variance it is recommended that the applicant contact Town staff in order to discuss the proposal.

To Be Completed By Office:

Date Request Received

5/30/2018

By

[Signature]
(Staff Member)

\$225.00 Fee Received

Yes
 No

Date Application Complete _____

**STATEMENT OF AFFECTED
PROPERTY OWNERS**

If a signed statement is not provided by the applicant for a variance, the Town Board shall order a public information meeting which will include printed notice to all property owners within 350' of the property where the variance is requested. Public Notice publication costs will be the responsibility of the applicant.

I am the owner of the property at: 5265 Grand Ave. I am requesting that the Town of White Bear grant me a variance from Ordinance No. _____, for the following purpose:

Front exterior entry extension + remodel. Minor subdivision.

My request will be reviewed by the Variance Board and the Planning Commission, with a final decision being made by the Town Board. I must provide the Board 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: Ken Peterson Address: 5299 Grand Ave
Phone: (Home) 651 407 6014
(Bus.) _____
(Cell) " " " "

Comments: Great...

Date: 5/30/2018 Signatures: [Signature]

2. Name: Jean Begbie Address: 5295 Grand Ave.
Phone: (Home) _____
(Bus.) _____
(Cell) 651-707-7611

Comments: _____

Date: 5/30/18 Signatures: [Signature]

3. Name: Patricia Lebakken Address: 5292 Grand Ave
Phone: (Home) _____
(Bus.) _____
(Cell) 651-270-4031

Comments: Looks good!

Date: 5-30-18 Signatures: [Signature]

**STATEMENT OF AFFECTED
PROPERTY OWNERS**

If a signed statement is not provided by the applicant for a variance, the Town Board shall order a public information meeting which will include printed notice to all property owners within 350' of the property where the variance is requested. Public Notice publication costs will be the responsibility of the applicant.

I am the owner of the property at: _____ I am requesting that the Town of White Bear grant me a variance from Ordinance No. _____, for the following purpose:

My request will be reviewed by the Variance Board and the Planning Commission, with a final decision being made by the Town Board. I must provide the Board 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: JOANN Naegeli Address: 5258 Grand Ave
Phone: (Home) 651 340-2864
(Bus.) _____
(Cell) _____

Comments: _____

Date: 5-30-2018 Signatures: Joann Naegeli

2. Name: BRENT D. HARRY Address: 5250 GRAND AVE
Phone: (Home) (651) 426-3727
(Bus.) _____
(Cell) _____

Comments: _____

Date: 5-30-2018 Signatures: Brent D. Harry

3. Name: Jim & Cheryl Miller Address: 5262 Hope Ave
Phone: (Home) 651-409-1988
(Bus.) _____
(Cell) 651 263-9710

Comments: _____

Date: 6/7/18 Signatures: Jim Miller | Cheryl Miller

STATEMENT OF AFFECTED PROPERTY OWNERS

If a signed statement is not provided by the applicant for a variance, the Town Board shall order a public information meeting which will include printed notice to all property owners within 350' of the property where the variance is requested. Public Notice publication costs will be the responsibility of the applicant.

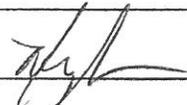
I am the owner of the property at: _____ . I am requesting that the Town of White Bear grant me a variance from Ordinance No. _____, for the following purpose:

My request will be reviewed by the Variance Board and the Planning Commission, with a final decision being made by the Town Board. I must provide the Board 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: Meghan Davis Address: 5284 Grand Av
Phone: (Home) 612-978-0349
(Bus.) _____
(Cell) _____

Comments: _____

Date: 6/7/18 Signatures:  / _____

2. Name: _____ Address: _____
Phone: (Home) _____
(Bus.) _____
(Cell) _____

Comments: _____

Date: _____ Signatures: _____ / _____

3. Name: _____ Address: _____
Phone: (Home) _____
(Bus.) _____
(Cell) _____

Comments: _____

Date: _____ Signatures: _____ / _____



**Town Board Meeting
August 6, 2018**

Agenda Number: 8A – New Business

Town Engineer Item:

**Subject: Centerville Road Sanitary Sewer Capacity Analysis -
Authorize**

Documentation: Town Engineer Correspondence

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Authorize TKDA to Complete the Centerville Road Sanitary Sewer Capacity Analysis for an Amount Not to Exceed \$3,990.00



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

July 20, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Centerville Road Sanitary Sewer Capacity Analysis
White Bear Township, Minnesota

Dear Chairman and Town Board:

White Bear Township has been approached by both Lino Lakes and North Oaks with requests for discharging sanitary sewer flow to the Centerville Sewer. The Township Staff has requested that TKDA complete an analysis of the existing and future capacity of the Centerville Sanitary Sewer, so that it can respond appropriately to Lino Lake and North Oaks. TKDA proposes complete a study to analyze the current future capacity of the Centerville Road Sanitary Sewer. Work will include:

- Review of the design assumption used to construct the sewer
- Estimation of the current sanitary sewers flows that are being received from the Town and North Oaks
- Review of the future (ultimate) flows that planned to be received from the Town, North Oaks, and Lino Lakes
- Review of the existing agreements in place for receiving flow from North Oaks

The above items will be summarized in a memo, and presented at a Town Board Executive meeting. The work is estimated to cost \$3,990 and will be completed and ready for acceptance by the Town Board in October 2018.

Action Requested

Direct the Town Engineer to complete the Centerville Road Sanitary Sewer Capacity Analysis for an amount not to exceed \$3,990.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Studenski'.

Jim Studenski, PE
Town Engineer



**Town Board Meeting
August 6, 2018**

Agenda Number: 8B – New Business

Town Planner Item:

Subject: West Avenue Raingarden Kayak/Handicapped Access Agreement for Design Services:

1. Approve Agreement
2. Authorize Execution

Documentation: Agreement Between White Bear Township & Ramsey County on Behalf of its Parks & Recreation Department

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Based on Park Board & Staff Review & Recommendation:

- 1) Approve the Agreement Between the White Bear Township and Ramsey County, a Political Subdivision of the State of Minnesota, on Behalf of its Parks & Recreation Department – Soil & Water Conservation Division
- 2) Authorize Execution by the Town Board Chair

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

WEST AVENUE RAINGARDEN – UPDATE: The West Avenue raingarden project was completed the week of July 3rd. The project involved the construction of a forebay stormwater collection and treatment system on the piece of property which was formerly a boat launch site and passive park. When reviewed by the Park Board, an access to the lake was proposed in addition to the stormwater drainage system. The Park Board reviewed the proposed cost to provide a handicapped accessible ramp/walkway to the lake. The ramp/walkway was not included in the project due to the estimated cost of \$17,900. During the construction process, staff was contacted by neighbors requesting an access be provided so they can continue to launch kayaks and canoes as they have done in the past. Staff

worked with the contractor and abutting neighbor to identify where the access could be placed and for what additional cost. The contractor provided a price for the additional work at \$4,200. The access would not be considered handicapped accessible however. The proposed walkway would place the access on the west side of the property. The abutting neighbor would prefer a more centered access, however. Due to concern with the westerly location of the access and the fact that the access would not be considered handicapped accessible, staff was asked to contact the Ramsey Conservation District regarding a design which would centralize the access and provide handicapped accessibility. The District provided a proposal which was reviewed. The plans shows 120' linear feet of walkway designed at a 20:1 slope. Some retaining walls would be necessary to provide the walkway. An estimated cost to construct the walkway is \$15,000. Packed crushed stone/gravel fines, possibly with a bonding material added to it would be the cheapest surface material which could be used on the path and still meet ADA requirements. The Town would have to request contractors to provide a proposal to construct the walkway and to determine the actual cost. If approved, funding would be provided from the Park Acquisition & Development Fund.

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

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

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

**Agreement Between the
White Bear Township and
Ramsey County, a political subdivision of the State of Minnesota, on behalf of its
Parks & Recreation Department – Soil & Water Conservation Division**

PARTIES: This letter of agreement will set forth the work to be provided by Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation Division (Ramsey County SWCD) to White Bear Township (WBT) to deliver engineering services and technical assistance to enhance implementation of the State Cost Share program and other similar programs with a primary focus on installing conservation practices that improve water quality and reduce flooding.

TERM OF CONTRACT: The effective date of the agreement is from August 6, 2018 to August 6, 2019.

SCOPE OF SERVICES: Work to be performed by the Ramsey County SWCD include the following tasks:

- a. Pre-project planning and feasibility investigations and/or determinations;
- b. Preliminary cost estimate review and/or development;
- c. Project design review and/or assistance and/or certification;
- d. Construction assistance and/or as-built certification; and
- e. Other miscellaneous services related to and in support of items a through d, above, such as client communications and preparation of reports or memos.

COST AND PAYMENTS: Costs for services for these activities shall not exceed \$5,000. Services will be provided by the Ramsey County SWCD Design staff. Invoices will be sent on a quarterly basis and will list specifically the work performed. Invoices are payable by the WBT within 60 days. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

RELATIONSHIP: This agreement in no way shall constitute, nor be construed in such a way to create an employment relationship between the Ramsey County SWCD and the WBT. Ramsey County SWCD staff shall not be entitled to any rights, privileges, or benefits of employees of the WBT.

INDEMNIFICATION & INSURANCE: The Ramsey County SWCD agrees it will defend, indemnify and hold harmless the WBT, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorney's fees, which the Ramsey County SWCD its board members or employees may hereafter sustain, incur, or be required to pay arising out of the Ramsey County SWCD performance or failure to adequately perform its obligations pursuant to this agreement. Likewise, the Ramsey County SWCD agrees that it will defend, indemnify and hold harmless the WBT, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorneys' fees, which Ramsey County SWCD it board members or employees may hereafter sustain, incur, or be required to pay arising out of the actions of the WBT. The parties acknowledge and agree that any exposure to liability of the Ramsey County SWCD or the WBT, or the acts or omissions of their respective officers, agents board members and employees will not exceed the limits provided for in is governed by Minn. Stat. section 466.

EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS: During the performance of this Agreement, the Ramsey County SWCD agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any

program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

RECORDS: Under Minn Stat. section 16C.05, the Ramsey County SWCD's books, records, documents and accounting procedures and practices relevant to this grant are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this agreement.

DATA PRIVACY: All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Ramsey County SWCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. Or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Ramsey County SWCD agrees to abide by these statutes, rules and regulations and as they may be amended.

TERMINATION: Either the Ramsey County SWCD or WBT may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination.

In Witness Whereof, the Ramsey County SWCD and WBT have duly executed this Agreement as of the date and year referenced herein.

Ann White Eagle
District Manager, Ramsey County SWCD

Robert J. Kermes,
Town Board Chair, White Bear Township

Date

Date

2018 Ramsey County SWCD Service Agreement Fee Schedule:				
West Avenue Lake Access				
Date: 8/6/2018				
		Conservation Specialist		
Line	Service	Hours	Hr. Rate	Cost
A	Site Inventory and Analysis	2	\$72.00	\$144.00
B	Conceptual Design	4	\$72.00	\$288.00
C	Research (Permitting)	2	\$72.00	\$144.00
D	Design Development	5	\$72.00	\$360.00
E	Construction Documents	14	\$72.00	\$1,008.00
F	Bidding Documents	4	\$72.00	\$288.00
G	Construction Observation	6	\$72.00	\$432.00
H	Project Administration	2	\$72.00	\$144.00
Total		39		\$2,808.00



**Town Board Meeting
August 6, 2018**

Agenda Number: 8C – New Business

Public Works Director Item:

Subject: Bald Eagle Lake Outfall Improvements Cooperative Agreement with Ramsey County:

1. Approve Agreement
2. Authorize Execution

Documentation: Staff Memo /
Town Attorney Memo /
Cooperative Agreement /

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discussion

Based on Staff Review & Recommendation:

- 1) Approve the Ramsey County Cooperative Agreement With White Bear Township for Outfall Improvements to Bald Eagle Lake
- 2) Authorize Execution by the Town Board Chair & Town Clerk

MEMORANDUM

Date: August 2, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: Ramsey County Cooperative Agreement with White Bear Township for Outfall Improvements to Bald Eagle Lake.

The Town is undertaking two stormwater outfall improvements along Bald Eagle Blvd. this year, one near Park/Bald Eagle Boulevard East and the other near St. Anthony/Bald Eagle Boulevard West. Both outfalls have been in place for many years and are in need of updating to improve the water quality within Bald Eagle Lake.

The Rice Creek Watershed District awarded the Township a grant for 50% of the total project costs, up to \$35,000.00. Staff has also been working with Molly Churchich, of Ramsey County Public Works, to request funding assistance since the County contributes roughly 16% of the flow to the outfalls. Ramsey County has agreed to contribute 16% of the total project costs, up to \$11,200.00. The Engineer's total estimate for both projects is \$74,000.00. The Town Board approved development of plans and specs by TKDA in July.

The Town Attorney reviewed the agreement with Ramsey County and recommended certain changes. The County has edited the agreement to reflect the changes requested by the Town Attorney. Staff is recommending that the Town Board approve the agreement.

Town Board action is to approve the Ramsey County Cooperative Agreement with White Bear Township for Outfall Improvements to Bald Eagle Lake.

MEMORANDUM

DATE: February 20, 2018
TO: Town of White Bear
FROM: Chad D. Lemmons
RE: Bald Eagle Lake Outfalls Improvement – Ramsey County Cooperative Agreement

DISCUSSION

I have reviewed the Ramsey County Cooperative Agreement with White Bear Township for the outfall improvements to Bald Eagle Lake and I have the following comments.

While the Town is responsible for preparing the plans and specifications proposals for the project as well as hiring the construction engineer, the agreement is silent as to whether or not Ramsey County is required to sign off on the engineering and construction documents. I would recommend that language be added clarifying any need to have the County sign off on the plans and specifications.

Next it appears that the County will contribute 16% of the total project costs up to \$11,200.00. This means that the Town would be responsible for all cost overages.

Will construction occur completely within right of way controlled by the Township? If any of the County right of way is involved, the County should agree to grant an entry license to the Township allowing the Town to enter the County right of way for the purpose of making the repairs or improvements. If there are any other permits required from the County, there should also be language requiring the County to issue those permits.

If you have any questions, please feel free to contact me.

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH WHITE BEAR TOWNSHIP FOR**

Outfall Improvements to Bald Eagle Lake

Total Project Cost: \$70,000.00
White Bear Township Cost: \$58,800.00
County Cost: \$11,200.00

Attachments:
A – Project Location Map
B – Engineer’s Estimate

This Agreement is between White Bear Township, a Minnesota political subdivision ("Township") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the Bald Eagle Lake Outfall Improvement Project ("Project"). The Township proposes to repair and improve two storm sewer outfalls to Bald Eagle Lake. These outfalls are located at St. Anthony Avenue and Park Avenue and shown on Exhibit A- Project Location Map. A manhole sump with SAFL Baffle will be installed and the existing outfall discharge will be stabilized with riprap.

RECITALS

1. Park Avenue (CSAH 85), Stillwater Street (CSAH 86), Division Street (CSAH 151), and Bald Eagle Boulevard (CSAH 7) are located within the project location and contribute drainage runoff to the outfalls identified in the project.
2. These subject road segments are located within the Township.

AGREEMENTS

1. Responsibility for Project Management

1.1. The Township will prepare plans, specifications, and proposals for the Project. The County will have the opportunity to review and sign the plans and specifications.

2. Responsibility for the Right of Way Plan and Acquisition

The Township shall provide right of way for the project, if applicable.

3. Procurement and Award of Contract

The Township is responsible for awarding and administering the contract.

4. Responsibility for Construction Engineering

The Township shall perform or contract the performance of the construction engineering for all elements of the Project.

5. Project Costs

The engineer's preliminary project estimate is \$70,000 in total. The estimate is shown in Exhibit B- Engineer's Estimate. The County will contribute 16% of the total project costs, up to \$11,200.

6. Payment Schedule

6.1. The Township will invoice the County at the time of project completion.

6.2. Payment will be made within 30 days of receipt of an invoice.

7. Ownership and Maintenance Responsibility for Project Elements

The Township will maintain all features created as a result of this project.

8. The County grants the Township temporary construction easements over all County owned rights-of-way and property within the limits of the Project for use during construction at no cost to the Township.

9. The Township and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the Township of any statutory or common law immunities, limits, or exceptions on liability.

10. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

WHITE BEAR TOWNSHIP, MINNESOTA

By: _____
Town Board Chair

Date: _____

By: _____
Town Clerk-Treasurer

Date: _____

RAMSEY COUNTY, MINNESOTA

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney



**Town Board Meeting
August 6, 2018**

Agenda Number: 8D – General Business

Public Works Director Item:

**Subject: Snowplow Wing & Sander Replacement & Installation for
#40 2011 Freightliner Snowplow Truck – Authorize
Replacement**

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discussion

Based on Staff Review & Recommendation Authorize the Replacement & Installation of the Snowplow Wing & Sander for #40 2011 Freightliner Snowplow Truck from Little Falls Machine, Inc., in the Amount of \$19,060.00 With Funding From the Town's Capital Equipment Fund

MEMORANDUM

Date: July 31, 2018
To: Town Board
From: G.T. Magnuson, Mechanic; Dale Reed, Public Works Director
RE: Replacement snowplow wing and sander for #40 a 2011 Freightliner single axle snowplow truck.

The existing snowplow wing on unit #40 (2011 single axle freightliner plow truck) was manufactured by Monroe Truck Equipment. The wing has been a constant challenge for the operators and mechanic since the truck was purchased. The wing binds up and will not allow the toe (closest portion of the wing to the truck) to properly lower. The operator must shimmy the wing just right in order for it to lower properly. Staff has had Crysteel (the local vendor for Monroe Truck Equipment) out on numerous occasions to help troubleshoot the issue. The first time, they adjusted the hydraulic system and realigned the wing. The issue was never resolved and still stands today, even with all the attempts by the local vendor. The operation of the current wing is a safety concern by staff since it binds up and will drop suddenly. The front snowplow has operated adequately and should last the remainder of the anticipated truck's life.

The salt sander is another design issue. Operators need to flip two levers that drop the lower portion of the sander to allow the salt to be cleaned out of the sander. It has the spinner attached to the lower portion making it much heavier to lift back up with one hand and using the other hand to align and latch the lower portion back in place. The operator struggles to get it aligned in the closed position. It usually requires two operators to close it. Because it is heavier and cumbersome to latch, safety is a concern by staff.

The truck chassis, box and front snowplow have been reliable and is anticipated to last the remaining eight years of its life expectancy. It is being requested that the snowplow wing and sander be replaced with Falls equipment. Little Falls Equipment manufactured the remainder of the Town's snowplow equipment.

The proposed replacement of the wing plow and sander are from Little Falls Equipment and they are the single source builders of Falls Snowplow Equipment. The quote is from Little Falls Equipment to be built and installed at the cost of \$19,060.00.

The replacement of the snowplow equipment is in the 2018 -2027 Capital Improvement Plan for the 2018 year. This purchase would be funded by the Town's Capital Equipment Fund.

Action requested is to approve the replacement and installation of the snowplow wing and sander for unit #40 for \$19,060.00 from Little Falls Machine, Inc.



Little Falls Machine, Inc.
 300 Lindbergh Drive South
 Little Falls, MN 56345
 www.fallsplows.com

FALLS QUOTE

Customer:

Full Name: G.T. Magnuson
 Magnuson, G.T.
 GT.Magnuson@whitebeartownship.org

Quotation For:
 WHITE BEAR TWP

Date:
 3/21/2018

Quote #
 43180.68758

Description	Qty	Price	Extension	Total
FALLS MODEL TDL-10A FRONT MOUNTED WING	1	\$7,485.00	\$7,485.00	\$7,485.00
PAINT WING ONE STD COLOR	1	\$305.00	\$305.00	\$305.00
STD CUTTING EDGE	1	\$0.00	\$0.00	\$0.00
HYD BUFFER BRACE EXTENSION	1	\$2,115.00	\$2,115.00	\$2,115.00
INSTALL WING	1	\$2,950.00	\$2,950.00	\$2,950.00
FRONT MOUNTING KIT	1	\$580.00	\$580.00	\$580.00
FALLS MODEL 1ASD9SS-6P-1D-1S	1	\$4,645.00	\$4,645.00	\$4,645.00
DEDUCT BERM CHUTE	1	-\$85.00	-\$85.00	-\$85.00
INSTALL SANDER	1	\$1,065.00	\$1,065.00	\$1,065.00
Quote Submitted By:			Equipment Total	\$19,060.00
Mitch Schulte			Freight	
Sales Representative			Subtotal	\$19,060.00
320-630-0298			MN Tax	\$0.00
mschulte@fallsplows.com			Total	\$19,060.00

The prices above are FOB Little Falls, MN. Prices do not include hydraulic pumps and valves required for operation, plow lights or freight unless shown above.

Terms are net thirty (30) days. Delivery is approximately 90 days after receipt of order
 an equal opportunity employer
 Thank you for your business!



**Town Board Meeting
August 6, 2018**

Agenda Number: 8E – General Business

Public Works Director Item:

**Subject: Sanitary Sewer Repair @ 5846 Hobe Lane – Authorize
Payment**

Documentation: Staff Memo w/ attachment

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discussion

Based on Staff Review & Recommendation Approve Payment to Capra Utilities in the Amount of \$6,262.50 for Repair Work at 5846 Hobe Lane With Funding From the Sanitary Sewer Fund

MEMORANDUM

Date: August 3, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: 5846 Hobe Lane Sanitary Sewer Repair Payment to Capra Utilities

Capra Utilities conducted work to connect the new home at 5846 Hobe Lane to the Township low pressure sewer system on July 26, 2018. The previous home on that lot was not connected. After completing installation of the sewer pump and associated piping, Capra could not get the system to flow into the Town's low pressure main in Hobe Lane. After trouble shooting, Capra concluded that the service line was plugged somewhere between the main and the end of the service stub. Capra contacted the Township's Public Works On-Call employee to help them find and clear the plug. Karl Stuemke our On-call employee, and I discussed the matter and I determined that it was best that Capra keep the crew and equipment engaged in the project until the plug was located, removed and the pipe was repaired and operational. After several hours of excavating, they confirmed the cause of the plug.

They found that solids and sediment had collected and become compacted in the service line, most likely during the 11 years that it remained an unused dead-end. The material was of a density and quantity that the newly installed sewer pump could not push it through to the main.

The resident stated to Karl that he was concerned about who was going to pay for this extra work. I told Karl to inform the resident that we would document the source of the blockage then determine who would be responsible for the payment. As stated in the above paragraph it was blockage caused by sediment from the public main line into the publically installed service line.

I recommend that the Town Board approve payment to Capra Utilities for \$6,262.50 for the work completed at 5846 Hobe Lane.

Capra's Utilities Inc.
2340 Leibel Street
White Bear Lake, MN 55110
(651)762-2500
mike@capras.com
www.capras.com



INVOICE

BILL TO

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

INVOICE # 5039

DATE 08/01/2018

DUE DATE 08/16/2018

TERMS Net 15

DESCRIPTION	AMOUNT
Sanitary sewer repairs at 5846 Hobe Ln White Bear Township Repair lift station as needed. We were called out because the lift station we installed on Hobe Ln was not operating properly. We came out on Monday July 23rd to repair the lift station. We were unable to get the system to operate properly we removed the pump and re-installed the pump several times thinking that the issue may have been with the pump or rail system. We returned on 7/26/18 and again worked on the pump and the check valve and were still unsuccessful in getting the system to operate properly. After 8 hours of labor we determined that the issue was most likely in the street and needed to be dug up. Upon excavation we did find that the line was completely plugged in the road near the main. The line was packed with hardened sewage. We removed the blockage and everything is operating properly.	
Services 4 hours labor 2 guys @ \$225.00 per hour.	900.00
Services 4 hours labor 2 guys on 7/26/18 @ \$225.00 per hour.	900.00
Services Full crew with equipment 8.5 hours labor @ \$525.00 per hour.	4,462.50

Per Minnesota Statute 514.011: a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
1 1/2% per month charge on past due accounts.

BALANCE DUE

\$6,262.50



**Town Board Meeting
August 6, 2018**

Agenda Number: 8F – General Business

Subject: 2555 Stillwater Street, White Bear Lake Utility Hook-Up:

1. Approve Joint Powers Agreement with the City of White Bear Lake
2. Authorize Execution

Documentation: Staff Memo /
Town Engineer Correspondence /
Map /
Proposed Joint Powers Agreement

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Approve the Joint Powers Agreement Between the Town of White Bear and the City of White Bear Lake Allowing Nathan and Breanna Fisher, 2555 Stillwater Street, White Bear Lake, Minnesota, to hook-up to Township sewer and water upon payment of the related fees in the amount of \$6,420.00, nothing that other City residents in this area are hooked up to Township utilities
- 2) Authorize Execution by the Town Board Chair & Town Clerk

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: AUGUST 3, 2018

SUBJECT: 2555 STILLWATER STREET

I received a call from Nate Fisher, he and his wife are constructing a home at 2555 Stillwater Street (Northwest & Stillwater Streets) in the City of White Bear Lake & would like to hook-up to existing Township utilities.

I spoke with the Ben Egan, White Bear Lake's Building Official, regarding the fees that would need to be paid to the Township prior to hook-up as calculated by the Township Engineer, and regarding the approval of a Joint Powers Agreement by the Town and the City.

Background:

In 1991 the Township and the City entered into a Joint Powers Agreement whereby the City extended sewer and water lines (at the City's expense) to Township utilities to serve the residents at Northwest and Stillwater Streets.

In 1998 the Township and the City amended that Joint Powers Agreement for another City resident in the same area.

Requested Action:

Approve the Amendment to Joint Powers Agreement Between the Town of White Bear and the City of White Bear Lake Allowing Nathan and Breanna Fisher, 2555 Stillwater Street, White Bear Lake, Minnesota, to hook-up to Township sewer and water upon payment of the related fees in the amount of \$6,420.00, noting that other city residents in this area are hooked up to Township utilities and that the Utility Connection Charge has been adjusted in accordance with the 1991 Engineering News-Record Construction Cost Index (ENR).

PSW/s
cc:admin/add.file
b:2555stillwater



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

August 2, 2018

Mr. Mike Johnson
Building Official
White Bear Township, Minnesota

RE: White Bear Lake Resident
2555 Stillwater Street
White Bear Lake, Minnesota
TKDA Project No. 16627.000

Dear Mr. Johnson:

The sanitary sewer and watermain Connection Charge for 2555 Stillwater Street is based upon the Joint Powers Agreement dated November 25, 1991 and Amended on November 2, 1998, between White Bear Township and White Bear Lake. The Agreements are attached.

The Agreement in Section 7 established a Connection Charge of \$1,540.00 per dwelling based on the Engineering News-Record Construction Cost Index (ENR) of 4758. The Connection Charge is to be adjusted based on the current ENR Index.

The Connection Charge for 2018 using the ENR Index of 10,443 as used by the Township is calculated as follows:

$$\text{Connection Charge (2018)} = \$1,540.00 \times \frac{10,443}{4,758} = \$3,380.00 \text{ per dwelling.}$$

The Local SAC charge is:

$$1 \text{ SAC Unit} \times \$600.00 = \$600.00$$

The Local WAC charge is:

$$1 \text{ WAC Unit} \times \$2,440.00 = \$2,440.00$$

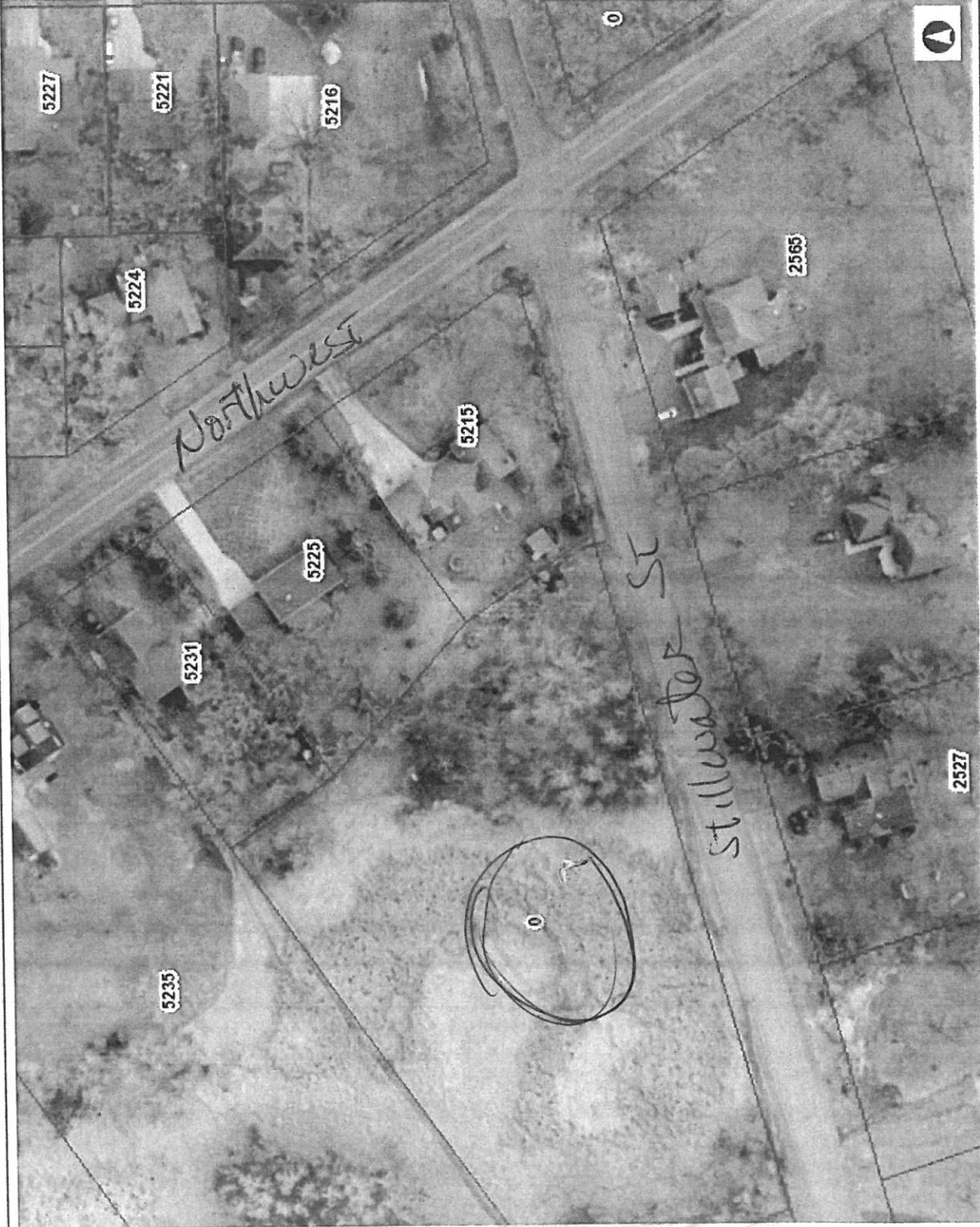
A total fee of \$6,420.00 shall be submitted to the Township prior to connection to Town utilities.

Sincerely,

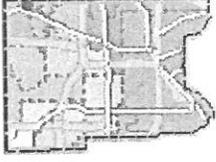
Jim Studenski
Town Engineer

Enclosure

cc: Bill Short, Town Clerk



Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

200.0 Feet

100.0

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

THIS AGREEMENT, made and entered into on the day and year hereinafter set forth by and between the TOWN OF WHITE BEAR (the TOWN) and the CITY OF WHITE BEAR LAKE (the CITY), both of which are governmental subdivisions of the State of Minnesota, located in the County of Ramsey, as an amendment to that certain Joint Powers Agreement dated November 25, 1991, (a copy of which is attached hereto as Exhibit A), between the TOWN and the CITY for property lying within the CITY.

Recitals:

- A. The OWNERS listed below have Petitioned the CITY for connection to municipal sanitary sewer and water services for the property described below:

NATHAN J. FISHER and BREANNA FISHER (called OWNERS),
2555 Stillwater Street, White Bear Lake, Minnesota –
(PIN 123022420076)

Legally Described as: Tract D of Registered Land Survey 150; that part lying southwesterly of the following described line beginning at the most westerly corner of the northwesterly 85 feet of the northeasterly 205 feet, thence southeasterly along the southwesterly line of said northeasterly 205 feet to the most southerly corner of said 85 feet of the northeasterly 205 feet thence southeasterly 141.93 feet to the westerly most corner of the northeasterly 170 feet lying southeasterly of the northwesterly 222.55 feet thence southeasterly along the southwesterly line of said northeasterly 170 feet to the southerly line of said tract D and there terminating, Ramsey County, Minnesota,

- B. The CITY has informed the OWNERS that it has not present plans to extend its sanitary sewer or water service to said Property; however, the TOWN has municipal sanitary sewer and water services adjacent to this Property which could service the Property;
- C. It is feasible for the TOWN to serve said Property by its municipal sanitary sewer and water service, and the CITY and OWNERS are desirous of having the TOWN service said Property with its sanitary sewer and water facilities.

Purpose:

- D. Minnesota Statutes, Section 471.59, provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or

cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised.

Agreement:

Now, therefore, in consideration of the mutual undertakings herein expressed, and pursuant to that certain Joint Powers Agreement dated November 25, 1991 between the Town of White Bear and the City of White Bear Lake, it is agreed as follows:

1. That pursuant to Paragraph 8 of that certain Agreement dated November 25, 1991, the TOWN, by this AGREEMENT, is giving written permission for the connection of the Property to the TOWN'S sanitary sewer and water lines.
2. That pursuant to Paragraph 1 of that certain Agreement dated November 25, 1991, the CITY will proceed to contract for the connection of the TOWN sewer and water lines from the TOWN lines to the OWNERS' Property at no cost to the TOWN.
3. That pursuant to Paragraph 7 of that certain Agreement dated November 25, 1991, the OWNERS shall pay to the TOWN a connection charge in the amount of \$3,380.00 based on the Engineering News Record (September 1998).
4. All other terms of the Joint Powers Agreement (Exhibit A) shall be incorporated into the terms of this Agreement.
5. This Agreement shall remain in effect for as long as the TOWN shall provide the sanitary sewer and water service to the CITY.

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

TOWN OF WHITE BEAR

By: _____
ROBERT J. KERMES, Chair

Dated: August 6, 2018.

ATTEST:

By: _____
WILLIAM F. SHORT, Clerk-Treasurer

CONSENT BY OWNERS

We, the undersigned, OWNERS of the Property described in the attached Joint Powers Agreement, state and represent that we have read, understand and consent to all conditions and obligations of the attached Joint Powers Agreement, and acknowledge that the Agreement is being entered into for the benefit of the undersigned and their successors in ownership of the Property. This Consent and Agreement shall be filed with the County Recorder and shall run with the Properties described in the Agreement.

NATHAN J. FISHER

BREANNA FISHER

Dated this ___ day of August, 2018.

Subscribed and sworn to before me
this ___ day of August, 2018.

Notary Public, Ramsey County, Minn.

EXHIBIT A

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

THIS AGREEMENT, made and entered into on the day and year hereinafter set forth by and between the Town of White Bear (the TOWN) and the City of White Bear Lake (the CITY); both of which are governmental subdivisions of the State of Minnesota located in the County of Ramsey.

RECITALS:

- A. The OWNERS listed below have Petitioned the CITY for municipal sanitary sewer and water services for the properties described below:

BERNARD R. SCHMALZBAUER and MARGUERITE J. SCHMALZBAUER (called OWNERS), 4648 Clark Avenue, White Bear Lake, Minnesota, property address being 2563 Lake Avenue, White Bear Lake, Minnesota -

The vacated alley adjoining and that part of Government Lot 3 formerly described as Part of Block 36, White Bear Beach lying westerly of a line run from a point on the northerly line of Lot 27 and 6.27 feet easterly from the northwest corner of Lot 5 in said Block, thence southerly and parallel with the West line of said lot to the southerly line thereof, thence southerly to a point on the southerly line of and 22.01 feet westerly from the southeasterly corner of Lot 27 in said Block and easterly of line run parallel with and 10 feet westerly from the easterly line of Lot 10 in said Block 36 and the easterly line of said Lot 10 extended to the south line of said Block 36 in White Bear Beach now vacated, all in Section 12, Township 30, Range 22, intending hereby to convey all that land lying between the land described in Deed recorded in Book 1178 of Deeds page 563, Doc. # 1074569 and Deed recorded in Book 1241 of Deeds page 335 Doc. # 1143930 in the Office of the Registrar of

Deeds of said County premises located in Government Lot 3, Section 12, Township 30, Range 22, in Block 33 except Lot 6, Garden Place.

DONALD C. LONGVILLE and JENNIE J. LONGVILLE (called OWNERS),
5225 Northwest Avenue, White Bear Lake, Minnesota -

Registered Land Survey 150, Tract D.

TED C. WILLIAMS and ADELAIDE I. WILLIAMS (called OWNERS),
2565 Lake Avenue, White Bear Lake, Minnesota -

Lot 33, Block 36 of White Bear Beach in
Section 12 Township 30 Range 22.

- B. The CITY has informed the OWNERS that it has no present plans to extend its sanitary sewer or water service to said Properties.
- C. It is feasible for the TOWN to serve said Properties by its municipal sanitary sewer and water service, and the CITY and OWNERS are desirous of having the TOWN serve said Properties with its sanitary sewer and water facilities.

PURPOSE:

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

AGREEMENT:

Now, therefore, in consideration of the mutual undertakings herein expressed, the Town of White Bear and the City of White Bear Lake agree as follows:

1. The CITY will proceed to contract for the construction of the sewer line and water services from the TOWN lines to the OWNERS' Properties at no cost to the TOWN.
2. Use charges for the sanitary sewer and water services within the Properties will be billed by the TOWN directly to the

OWNERS of said services, and the rate shall be the same rate charged for similar services furnished by the TOWN for property lying within the TOWN.

3. At the time each PROPERTY hooks up to the sanitary sewer system the CITY shall collect and pay to the TOWN the prevailing Water Availability Charge, Metro Sewer Availability Charge and TOWN Sewer Availability Charge then in effect. If the CITY does not pay the above charges to the TOWN within thirty (30) days from their receipt the TOWN is entitled to receive, in addition to the charges, interest at the highest rate allowed by law.

4. All past due accounts shall be certified by the Town Clerk of the CITY which shall certify said amount to Ramsey County for inclusion on the tax rolls against the Properties. Upon receipt of such payment from Ramsey County, the CITY will pay over to the TOWN the delinquent charges so collected.

5. The OWNERS agree that the costs of future improvements by the TOWN to the sanitary sewer system and water system benefitting their Properties, shall be added on as a part of the user charge to the OWNERS' Properties in an amount sufficient to pay the OWNERS' proportionate share of said future improvements at rates comparable to benefited TOWN Properties.

6. The TOWN shall maintain both the water and sanitary sewer lines which are the subject of this Agreement as shown on the City of White Bear Lake Engineering drawing for Stillwater Street Improvement, Alternate No. 1, City Project No. 90-16, Sheet #3 of 4, dated September 1990.

7. In addition to any other charges, each OWNER shall pay to the TOWN a connection charge in the amount of \$1,540.00 per dwelling based on the current ENR Index of 4758. This connection charge shall be adjusted according to the actual ENR Index at the time of connection which shall be due and payable at the time the service is connected.

8. Except for the Schmalzbauers, the Longvilles, and the Williams' properties identified by Property Identification Number's 14-30-22-44-0019-4, 12-30-22-42-0059-4, and 12-3-22-42-0050-7, no other hook ups will be added to the water and sanitary sewer system without written approval by the Town Board.

9. The CITY hereby agrees to dedicate the sanitary sewer and water lines to the TOWN and grant to the TOWN a ten (10) foot nonexclusive easement on either side of the sanitary sewer and water lines.

10. This Agreement shall become effective upon its execution by the TOWN and the CITY. At the time the Schmalzbauers, the Longvilles, and the Williams, or their successors in title, seek to hook up to the system, they shall be required to execute the consent by owners forms attached hereto.

11. This Agreement shall remain in effect for as long as the TOWN shall provide the sanitary sewer and water service to the CITY.

CONSENT BY OWNERS

We, the undersigned, OWNERS of the Property described in the attached Joint Powers Agreement, state and represent that we have read, understand and consent to all conditions and obligations of the attached Joint Powers Agreement, and acknowledge that the Agreement is being entered into for the benefit of the undersigned and their successors in ownership of the Properties. This Consent and Agreement shall be filed with the County Recorder and shall run with the Properties described in the Agreement.

Bernard R. Schmalzbauer

Marguerite J. Schmalzbauer

WITNESS:

Dated this ____ day of _____, 1991.

Subscribed and sworn to before me this
____ day of _____, 1991.

Notary Public, Ramsey County, MN

CONSENT BY OWNERS

We, the undersigned, OWNERS of the Property described in the attached Joint Powers Agreement, state and represent that we have read, understand and consent to all conditions and obligations of the attached Joint Powers Agreement, and acknowledge that the Agreement is being entered into for the benefit of the undersigned and their successors in ownership of the Properties. This Consent and Agreement shall be filed with the County Recorder and shall run with the Properties described in the Agreement.

Donald G. Longville

Jennie J. Longville

WITNESS:

Dated this ____ day of _____, 1991.

Subscribed and sworn to before me this
____ day of _____, 1991.

Notary Public, Ramsey County, MN

CONSENT BY OWNERS

We, the undersigned, OWNERS of the Property described in the attached Joint Powers Agreement, state and represent that we have read, understand and consent to all conditions and obligations of the attached Joint Powers Agreement, and acknowledge that the Agreement is being entered into for the benefit of the undersigned and their successors in ownership of the Properties. This Consent and Agreement shall be filed with the County Recorder and shall run with the Properties described in the Agreement.

Ted C. Williams

Adelaide I. Williams

WITNESS:

Dated this ____ day of _____, 1991.

Subscribed and sworn to before me this
____ day of _____, 1991.

Notary Public, Ramsey County, MN

Legal Description

Tracts R, S, and T, Registered Land Survey No. 67, files of Registrar of Titles, County of Ramsey

Together with all of grantor's reversionary rights in and to that portion of the existing railroad right-of-way between the Westarly line of Tract R and the Easterly line of Tract T extended Northerly; and

Together with all of grantor's rights in and to that tract of land which is South of the highway as the same is now laid out and North of the existing railroad right-of-way and lying between the West line of Tract R and the Easterly line of Tract T extending Northerly to the public road;

Together with the South 1/2 of said public road adjacent thereto, subject to the rights of the public in dedicated or established highways, Ramsey County, Minnesota, (Torrens Parcel 1)

and

That part of the South Half of Section 12, Township 30, Range 22, lying Southerly of the Southerly line of the street marked "Boulevard" on the plat of White Bear Beach, Northerly of the Northerly line of Registered Land Survey No. 67, files of the Registrar of Titles, County of Ramsey, and between the extensions Northerly of the Westerly line of Tract R and the Easterly line of Tract T, said Registered Land Survey No. 67, Ramsey County, Minnesota (Torrens Parcel 2)

All that part of Government Lot 3, Section 12, Township 30, Range 22, formerly a part of Block 36, White Bear Beach, vacated, lying westerly of a line described as follows: Commencing at a point on the South line of Stillwater Street a distance of 367.27 feet West of the Southwest corner of the intersection of Stillwater Street and Northwest Avenue thence Westerly 120 feet along said South line of Stillwater Street to the point of beginning of the line to be described; thence Southeasterly and parallel to the West line of vacated Lot 12, 254.8 feet to the South line of Block 36; and which lies Easterly of a line described as follows: Commencing at a point on the South line of Stillwater Street a distance of 527.27 feet West of the Southwest corner of the intersection of Stillwater Street and Northwest Avenue to the point of beginning of the line to be described; thence Southeasterly parallel with the East line of vacated Lot 14, extended, to the North line of Lake Avenue, together with that part of alley which accrued to the above described part of Block 36 by reason of the vacation thereof. Ramsey County, Minnesota (Abstract Parcel 1)

All that part of Government Lot 3, Section 12, Township 30, Range 22, formerly a part of Block 36, White Bear Beach, vacated, described as follows: Beginning at a point on the South line of Stillwater Street and 367.27 feet West of the Southwest corner of Northwest Avenue, thence Westerly 120 feet along said South line of Stillwater Street to a point, thence Southeasterly and parallel to the West line of vacated Lot 12, 254.8 feet to the South line of Block 36, thence Northeasterly along South line of Block 36, 120.84 feet to a point, thence in a Northwesterly direction and parallel to East line of Vacated Lot 10, 240.6 feet to place of beginning. Place of beginning is also 10 feet West of East line of vacated Lot 10, all in that tract of land lying in Lot 3, Section 12, Township 30, Range 22 in Ramsey County, State of Minnesota, formerly known as Block 36 of White Bear Beach; Ramsey County, Minnesota. (Abstract Parcel 2)



**Town Board Meeting
August 6, 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