



1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

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

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

**AGENDA
TOWN BOARD MEETING
AUGUST 20, 2018**

1. **7:00 p.m.** Call to Order at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of August 6, 2018 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **2018 Bow Hunting Request** – Approve 2018 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport & John Duxbury on Township Property Near State Tool.
 - B. **State Fair Park & Ride No Parking Request Along Greenhaven Drive:**
 - Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to Gilfillan Court from August 23 to September 3, 2018
 - Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Court & Both Sides of Gilfillan Lane at the Request of Area Residents from August 23 to September 3, 2018
 - C. **Township Day Parking Agreement** – Based on Town Attorney & Staff Review & Recommendation Approve Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC Allowing the Use of Their Parking Lot for Parking on Township Day.
 - D. **Comprehensive Plan Update** – Authorize Distribution of Comprehensive Plan Update to Surrounding Communities.
 - E. **Special Town Board Meeting** – Call Special Town Board Meeting for Friday, August 31, 2018 @ 11:00 a.m. at the Town Administrative Offices for Purposes of Succession Planning.

**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.



**Agenda
Town Board Meeting
August 20, 2018**

- F. **Reschedule Public Hearing to Consider a Zoning Ordinance Amendment & Conditional Use Permit to Allow a Maker Space @ 5966 Highway 61** – At the Applicants Request Reschedule the Public Hearing Previously Scheduled for Wednesday, September 5, 2018 @ 7:00 p.m. to Monday, September 17, 2018 @ 7:00 p.m.
 - G. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to a Install 2” Gas Main in White Bear Township That Will Also go Through White Bear Lake & Will Require Directional Boring.
 - H. **Construction Activity Report** – Receive Report.
6. **Old Business:** None.
7. **Public Hearing:**
- A. **5230 East Street** – Request for Special Three Dog License.
8. **New Business:**
- Public Works Director Item:**
- A. **Eagle Park Tennis Court Surfacing** – Receive & Approve Quote.
 - B. **2018 Pipe Joint Sealing** – Receive & Approve Quote.
- Town Engineer Item:**
- C. **Sanitary Sewer Pipe Lining Improvements** – Receive & Approve Quote.
- General Business:**
- D. **White Bear Lake Historical Society Historic Site Management Agreement - Town Hall** – Sara Markoe to Attend.
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 20, 2018

Agenda Number: 1 - 2 - 3 - 4

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

Approval of August 20, 2018 Agenda
Approval of Payment of Bills

Approval of Minutes of August 6, 2018 Town Board Meeting

Documentation: August 20, 2018 Agenda
August 6, 2018 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	August 20, 2018 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	August 6, 2018 Town Board Minutes

**MINUTES
TOWN BOARD MEETING
AUGUST 6, 2018**

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

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk: Short; Attorney: Lemmons; Public Works Director: Reed; Planner: Riedesel; Engineer: Larry Poppler.

APPROVAL OF AGENDA (Additions/Deletions): Prudhon moved approval of the agenda with the following amendment: Add to Consent Agenda: 5O) Vacation of Excess Right-of-Way – 5329 West Bald Eagle Boulevard – Call Public Hearing for Monday, October 15, 2018 at 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road. 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 16, 2018 (Additions/Deletions): Ruzek moved approval of the Minutes of July 16, 2018. Prudhon seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Adopt Resolution Re-Appointing the Responsible Authority & Compliance Official for the Town of White Bear; 5B) Reschedule September 3, 2018 Town Board Meeting to Wednesday, September 5, 2018 Due to Labor Day Holiday; 5C) Reschedule November 23, 2018 Executive Meeting to Friday, November 16, 2018 Due to the Thanksgiving Holiday; 5D) Call Special Town Board Meeting for Saturday, September 8, 2018 Beginning at 2:00 p.m. to Attend the Township Day Activities; 5E) Call 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; 5F) Receive the \$135.00 Donation from the Friends of the Parks and Trails to Plant a Tree in Honor of Eleanor Lee Swisher; 5G) Change the Utility Billing Cycle to Calendar Year Quarters; 5H) Adopt the Public Hearing Scheduling Policy; 5I) Call Public Hearing for Wednesday, September 5, 2018 at 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow a Maker Space; 5J) Call Public Hearing for Wednesday, September 5, 2018 at 7:00 p.m. to Consider a Zoning Ordinance Amendment & Conditional Use Permit Request to Allow Camp Bow Wow; 5K) Call Public Hearing for Monday, September 17, 2018 at 7:00 p.m. to Consider a Right-of-Way Setback Variance Request; 5L) Based on Staff Review and 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; 5M) Based on Town Engineer Review & Recommendation and 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; 5N) 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; 5O) Call Public Hearing for Monday, October 15, 2018 at 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road for Vacation of Excess Right-of-Way – 5329 West Bald Eagle Boulevard. Prudhon seconded. Ayes all.

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

Several Township properties have been recommended by Public Works for concrete work. Proposed concrete work includes: the sidewalks and the handicap ramp at the Administrative Building; the sidewalk at the South water tower; replacement of the existing gravel floor with a concrete floor at the Northeast Benson Airport Water tower; and repair of the sidewalk at Well No. 1. Quotes were received and reviewed at the July 16, 2018 Town Board meeting. After that review it was the consensus to verify two matters: 1) 5 Star's requirements that one-half of the cost for the concrete work be paid down and the other one-half paid at completion. Staff was directed to contact 5 Star to see if that is their position (they have rescinded that requirement); and 2) a relative of Pelco works at the Town's Public Works Department. The Town Board requested that something in writing be presented declaring that Paul Peltier has no financial or business interest in Pelco. Paul Peltier provided a written statement stating that he has no financial or business interest with Pelco Cost. A third matter was to verify that Goodmanson would withdraw their bid if awarded only the sidewalk at Well No. 1.

Based on the provided quotes the concrete work is recommended to be awarded as follows: 1) Pelco: sidewalks at the Administrative Building and the existing sidewalks at Well No. 1; 2) 5 Star: South water tower sidewalk and Northeast Benson Airport water tower floor. Funding for the concrete work at the Administrative building will be provided from the Capital Building Fund and funding for the well and towers from the Water Operating Fund, noting that the expenditure is included in the Capital Improvement Plan. Staff recommends awarding the contracts as follows: Pelco – Administrative Building for \$11,679.00 and Well No. 1 for \$1,920.00. 5 Star – South water tower for \$2,395.00 and Northeast water tower for \$12,000.00. Funding for the Administrative Building will be from the Capital Building Fund and funding for the well and towers from the Water Operating Fund, noting that the expenditure is included in the Capital Improvement Plan. Work will begin in a few weeks.

Prudhon moved to receive the bids for the concrete work at Township properties. Ruzek seconded. Ayes all.

Prudhon moved to award the contracts for concrete work at Township properties as follows: Pelco: Administrative Building for \$11,679.00 and Well No. 1 for \$1,920.00; 5 Star: South water tower for \$2,395.00 and Northeast water tower for \$12,000.00, with funding for Administrative Building from the Capital Building Fund and funding for the well and towers from the Water Operating Fund, noting that the expenditure is included in the Capital Improvement Plan. Ruzek 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 Clerk noted that 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. Training on the unit is set to begin within the next week or so. At the July 16, 2018 Town Board meeting, the Board received 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

MINUTES
TOWN BOARD MEETING
AUGUST 6, 2018

final approval. The Town Attorney reported that he has reviewed the proposed Agreement recommending the following additions: 1) 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 software; 2) There should be a schedule of use agreed to prevent a situation where both Town and City staff want to use the equipment of the software on the same days; 3) there is a question of liability. Paragraph 3 implies that the Town would be responsible for any damage done to the equipment caused by Town's staff; the same would be true of the City. However the Agreement did not address how to handle damage to the equipment that occurs while it is being stored, i.e. fire damage. Insurance needs to be checked to find out how they would handle such a claim. Another issue is damage resulting from either hardware or software defects. Paragraph 3 of the Agreement and applicable MN Stat. 471.59 Subd 1a only deals 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 responsibility of the City. In the case of the Town, the Town would be responsible for the losses it suffers due to defects in software or hardware. These additions were added to the Agreement as well as a provision of Minn. Stat. 471.59 which deals with joint exercise of powers. The amended contract has been sent to the City of Hugo for review.

Ruzek moved, based on Town Attorney and Staff review and recommendation, to 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 contingent upon acceptance by the City of Hugo. Prudhon seconded. Ayes all.

Ruzek moved to authorize execution by the Town Board Chair and Town Clerk contingent upon acceptance by the City of Hugo. Prudhon seconded. Ayes all.

5265 GRAND AVENUE – 16.4' RIGHT-OF-WAY SETBACK VARIANCE REQUEST TO ALLOW CONSTRUCTION OF A FRONT ENTRYWAY: The Public Hearing was held at 7:20 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Prudhon moved to open the Public Hearing. Ruzek seconded. Ayes all.

The Planner presented an overhead and reported that Larkin and Gina Adey are requesting approval of 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. Both the Variance Board and Planning Commission reviewed the request and recommend approval since the request is consistent with neighboring properties and meet the standards set forth in the Ordinance. In the future the Adey's will be presenting a request for subdivision to separate the southerly portion of the lot creating a new buildable lot. This will require a Public Hearing.

MINUTES
TOWN BOARD MEETING
AUGUST 6, 2018

Prudhon moved to open the Public Comment portion of the Public Hearing. Ruzek seconded. Ayes all.

Larkin Adey, 5265 Grand Avenue, stated that there is an existing stoop in the front and that they are replacing it with a covered entryway.

Prudhon moved to close the public portion of the Public Hearing. Ruzek seconded. Ayes all.

Ruzek moved, based on Variance Board, Planning Commission and Staff review and recommendation to approve the 16.4' right-of-way setback variance to allow construction of a front entryway. Prudhon seconded. Ayes all.

CENTERVILLE ROAD SANITARY SEWER CAPACITY ANALYSIS – AUTHORIZE: The Town Engineer reported that the Township has been approached by both Lino Lakes and North Oaks with requests for discharging sanitary sewer flow into the Township's Centerville Road Sewer. Township Staff has requested that TKDA complete an analysis of the existing and future capacity of the Centerville Road Sanitary Sewer, so that it can respond appropriately to Lino Lakes and North Oaks. TKDA proposes to complete a study to analyze the current and future capacity of the Centerville Road Sanitary Sewer. Work will include: 1) review of the design assumption used to construct the sewer; 2) estimation of the current and projected sanitary sewer flows from the Town and North Oaks; 3) review of the future (ultimate) flows that are planned to be received from the Town, North Oaks, and Lino Lakes; and 4) review of the existing agreements in place for receiving flow from North Oaks. These 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 for an October Town Board Meeting.

Ruzek moved, based on Town Engineer review and recommendation to authorize TKDA to complete the Centerville Road Sanitary Sewer Capacity Analysis for an amount not to exceed \$3,990.00. Prudhon seconded. Ayes all.

WEST AVENUE RAINGARDEN KAYAK/HANDICAPPED ACCESS AGREEMENT FOR DESIGN SERVICES: 1) APPROVE AGREEMENT; 2) AUTHORIZE EXECUTION: The West Avenue raingarden 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. Staff contacted the Ramsey Conservation District regarding a design which would centralize the access and provide handicapped accessibility. The Park Board

MINUTES
TOWN BOARD MEETING
AUGUST 6, 2018

reviewed a design from the Ramsey Conservation District. The plan shows 120 linear feet of walkway designed at a 20:1 slope. Some retaining walls would be necessary to provide the walkway. An estimate of \$2,808.00 has been received from the Ramsey County Parks & Recreation, Soil and Water Conservation Division for Service Agreement fee schedule. The Town Attorney reported that he has reviewed the Agreement that that it is acceptable.

Ruzek moved, based on Park Board and Staff review and recommendation to 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. Prudhon seconded. Ayes all.

Ruzek moved to authorize execution by the Town Board Chair. Prudhon seconded. Ayes all.

BALD EAGLE LAKE OUTFALL IMPROVEMENTS COOPERATIVE AGREEMENT WITH RAMSEY COUNTY: 1) APPROVE AGREEMENT; 2) AUTHORIZE EXECUTION: The Public Works Director reported that the Town is undertaking two stormwater outfall improvements along Bald Eagle Boulevard 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 total project costs up to \$11,200.00. The Engineer's total estimate for both projects if \$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 Attorney. Staff is recommending approval of the Agreement.

Prudhon moved, based on Staff review and recommendation to approve the Ramsey County Cooperative Agreement with White Bear Township for Outfall Improvements to Bald Eagle Lake. Ruzek seconded. Ayes all.

Prudhon moved to authorize execution by the Town Board Chair and Town Clerk. Ruzek seconded. Ayes all.

SNOWPLOW WING & SANDER REPLACEMENT & INSTALLATION FOR #40 2011 FREIGHTLINER SNOWPLOW TRUCK – AUTHORIZE REPLACEMENT: 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 mechanics 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. Crysteel, the local vendor for Monroe Truck Equipment has been out on numerous occasions to trouble shoot the issue. The issue was never resolved and is a safety concern. 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. The spinner attached to the lower portion makes it much heavier to

MINUTES
TOWN BOARD MEETING
AUGUST 6, 2018

lift back up and requires two operators to close it. The truck chassis, box and front snowplow have been reliable and are anticipated to last the remaining eight years of its life expectancy. Staff requests 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. The purchase would be funded by the Town's Capital Equipment Fund.

Prudhon moved, based on Public Works Director's report at meeting and discussion to authorize the replacement and installation of the snowplow wing and 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. Ruzek seconded. Ayes all.

SANITARY SEWER REPAIR AT 5846 HOBE LANE – AUTHORIZE PAYMENT: The Public Works Director reported that Capra Utilities recently performed work to connect the new home at 5846 Hobe Lane to the Township low pressure system. 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 Town's Public Works on-call employee to help them find and clear the plug. It was determined that Capra Utilities remain on site with crew and equipment until the plug was located. After several hours of excavating, the cause of the plug was confirmed. 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 has concern regarding who would pay for the extra work. They were informed that the source of the blockage would be documented and responsibility for payment would be confirmed. It is recommended that the Town Board approve payment to Capra Utilities for \$6,262.50 for the work completed since the blockage was caused by sediment from the public main line into the publically installed service line.

Ruzek moved, based on Staff review and recommendation to 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. Prudhon seconded. Ayes all.

2555 STILLWATER STREET, WHITE BEAR LAKE UTILITY HOOK-UP: 1 APPROVE JOINT POWERS AGREEMENT WITH THE CITY OF WHITE BEAR LAKE; 2) AUTHORIZE EXECUTION: The Clerk reported that Nate Fisher and his wife are constructing a home at 2555 Stillwater Street (Northwest and Stillwater Streets) in the City of White Bear Lake and would like to hook up to existing Township utilities. Staff spoke with Ben Eggan, White Bear Lake's Building Official, regarding the fees that would need to be paid to the Township prior to hookup as calculated by the Township Engineer and regarding the approval of a Joint Powers Agreement by the Town and the City. 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

**MINUTES
TOWN BOARD MEETING
AUGUST 6, 2018**

Township utilities to serve the residents at Northwest Avenue and Stillwater Street. In 1998 the Township and the City amended that Joint Powers Agreement for another resident in the same area.

Prudhon moved, based on Staff review and recommendation to 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, noting that other City residents in the area are hooked up to Township utilities. Ruzek seconded. Ayes all.

Prudhon moved to authorize execution by the Town Board Chair and Town Clerk. Ruzek seconded. Ayes all.

The meeting adjourned for Attorney/Client Closed Session at 8:00 p.m.

ATTORNEY/CLIENT CLOSED SESSION: 1) 5685 PORTLAND - DISCUSS: Ruzek moved to go into Attorney/Client Closed Session at 8:00 p.m. Prudhon seconded. Ayes all. Ruzek moved to come out of Closed Session at 8:47 p.m. Prudhon seconded. Ayes all. The Town Board reconvened at 8:48 p.m.

The Town Attorney reported that the purpose of the Closed Session was to discuss ongoing litigation regarding the property at 5685 Portland Avenue.

OPEN TIME: Ruzek noted that Night to Unite would be tomorrow, August 8th. He reminded the listening audience of the 2018 Township Day event scheduled for Saturday, September 8th. There will be community performances, activities, silent auction, vendors, bands, and fireworks.

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

Prudhon moved to adjourn the meeting at 8:49 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
August 20, 2018**

Agenda Number: 5A – Consent Agenda

Subject: 2018 Bow Hunting Request – Approve 2018 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport & John Duxbury on Township Property Near State Tool

Documentation: Deer Hunt Permission Forms – Mailer & Kavaloski / Introduction Letter w/ attachments John Duxbury / Proposed Licenses

Action / Motion for Consideration:

Receive Information

Approve 2018 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport & John Duxbury on Township Property Near State Tool

**Minutes
Town Board Meeting
August 28, 2017**

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Approve 2017 Deer Hunting Request for Michael Gatzke & Dave Markoe to Bow Hunt on the Jebco Property Abutting Rice Lake & Patrick Lanigan on Township Property Near State Tool; Prudhon seconded. Ayes all.

Patti Walstad

From: Tom Riedesel
Sent: Thursday, August 2, 2018 2:44 PM
To: Patti Walstad
Subject: FW: 2018 Archery Season
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Please schedule for a Town Board Meeting.

Thanks!

From: Mailer, Joseph [mailto:Joseph.Mailer@nuveen.com]
Sent: Thursday, August 02, 2018 2:35 PM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: 2018 Archery Season

Tom,

I would like to thank you for granting us the opportunity to hunt the 2017 bow season at the public land located in White Bear Township at Benson Airport.

Harry and I both appreciate the opportunity to help with population control in the past. We have enjoyed the opportunity.

We look forward to repeating the experience and renewing acquaintances during the 2018 bow season. We would welcome the opportunity to discuss this further in person.

I have attached my Form, I will email Harry's tomorrow.

Sincerely,

Joe Mailer
3967 Lakewood Ave
White Bear Lake, MN 55110
612-269-5620



DEER HUNT PERMISSION FORM

It is Township policy to allow deer hunting in areas where extreme numbers of deer cause damage to property and endanger the public health and safety. The following are requirements to hunt in White Bear Township:

1. Hunters must have written permission from the landowner where they intend to hunt.
2. Hunters must obey all State and Federal laws.
3. Hunting with bow and arrow only.
4. All hunters must show proof of completing the MN Bow Hunter Education Program.
5. Hunters must receive written permission from the Town Board.
6. Hunters must contact the Ramsey County Sheriff's Department with the date, time and place where they intend to hunt. Phone - 651-767-0640.
7. Hunters must register any deer killed with the Township (See attached form)

The following information must be provided:

1. Name Joe Mailer
Address 3967 Lakewood Ave
Phone Home 651-762-8434 Cell 612-269-5620
2. Property owners name and address White Bear township Land
South of Benson Airport.
Property Owners Signature (required) _____
3. Date when you intend to hunt Sept - 15 - 2018 thru Dec 31, 2018
4. Date when the application will be reviewed by the Town Board

Patti Walstad

From: Tom Riedesel
Sent: Monday, August 6, 2018 2:46 PM
To: Patti Walstad
Subject: FW: 2018 Archery Season
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Both of these on Aug. 20. How does that work?

From: Mailer, Joseph [mailto:Joseph.Mailer@nuveen.com]
Sent: Monday, August 06, 2018 2:33 PM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: RE: 2018 Archery Season

Harrys form is attached.

Thank you,

Joseph M. Mailer
SR, Desktop Support Engineer | IT Production Services
TIAA

901 Marquette Ave | Floor 31
Minneapolis, MN 55402
Office: 612.303.3218
Mobile: 952.303.1709
Joseph.Mailer@nuveen.com
www.tiaa.org



BUILT TO PERFORM.

CREATED TO SERVE.

Put the Customer First | Value Our People | Act with Integrity | Deliver Excellence | Take Personal Accountability | Operate as One Team

From: Mailer, Joseph
Sent: Thursday, August 2, 2018 2:35 PM
To: 'Tom Riedesel' <Tom.Riedesel@whitebeartownship.org>
Subject: 2018 Archery Season

Tom,

I would like to thank you for granting us the opportunity to hunt the 2017 bow season at the public land located in White Bear Township at Benson Airport.

Harry and I both appreciate the opportunity to help with population control in the past. We have enjoyed the opportunity.



DEER HUNT PERMISSION FORM

It is Township policy to allow deer hunting in areas where extreme numbers of deer cause damage to property and endanger the public health and safety. The following are requirements to hunt in White Bear Township:

1. Hunters must have written permission from the landowner where they intend to hunt.
2. Hunters must obey all State and Federal laws.
3. Hunting with bow and arrow only.
4. All hunters must show proof of completing the MN Bow Hunter Education Program.
5. Hunters must receive written permission from the Town Board.
6. Hunters must contact the Ramsey County Sheriff's Department with the date, time and place where they intend to hunt. Phone - 651-767-0640.
7. Hunters must register any deer killed with the Township (See attached form)

The following information must be provided:

1. Name Harry Kavaloski
Address 4694 Europa Tr. N. Hugo, MN 55038
Phone Home _____ Cell 612-720-2646
2. Property owners name and address Land south of
Benson Airport
Property Owners Signature (required) _____
3. Date when you intend to hunt 9-15-18 to 12/31/18
4. Date when the application will be reviewed by the Town Board _____

We look forward to repeating the experience and renewing acquaintances during the 2018 bow season. We would welcome the opportunity to discuss this further in person.

I have attached my Form, I will email Harry's tomorrow.

Sincerely,

Joe Mailer
3967 Lakewood Ave
White Bear Lake, MN 55110
612-269-5620



John Duxbury
 4092 Oakmede Lane
 White Bear Township, MN 55110
 651-353-6125

White Bear Township Board Members,

My name is John Duxbury and I have lived in White Bear Township for 25 years. I am submitting a request for permission to bow hunt deer on township property for the 2018 Minnesota Archery Deer Season.

I am requesting permission to hunt WBT parcel 22302240012 (11.52 Acres) and adjacent parcel 2232240004 (2.16 Acres). This property lies west of Otter Lake Road and north of White Bear Parkway. This Township property backs up to the east edge of Rice Lake Preserve and does not border any residential properties.

My neighbor, Pat Lanigan, was permitted to hunt the same parcels in the 2016 and 2017 archery seasons. He will not be applying to hunt there this season and suggested that I apply as I am an experienced hunter and have completed the Minnesota Bowhunter Education Certification. Please see below for my certificate.

I would embrace the opportunity to answer any questions or concerns that you may have regarding this request. Please feel free to contact me at the number listed above.

I look forward to your early and hopefully favorable consideration.

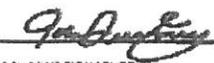
Sincerely,


 John Duxbury

I hereby certify that:

- 1 I am personally responsible for completing the work associated with this course.
- 2 I am a Minnesota resident;
- 3 I have read the Minnesota Hunting Regulations provided at the completion of this online course.

I further understand that it is a violation to tamper with this certificate or for anyone other than me to use this certificate.

 _____ 8/9/2018
 SIGNATURE DATE

Minnesota Bowhunter Education Certificate
 Minnesota Bowhunter Ed Course



NAME JOHN P DUXBURY	ISSUED AUGUST 9, 2018
ADDRESS 4092 OAKMEDE LN WHITE BEAR LK, MN 55110	MATCH CODE RORTDE09ITRM
DOB 1993-03-08	CERTIFICATE # MN20059680
EYE COLOR BLUE	
GENDER M	



DEER HUNT PERMISSION FORM

It is Township policy to allow deer hunting in areas where extreme numbers of deer cause damage to property and endanger the public health and safety. The following are requirements to hunt in White Bear Township:

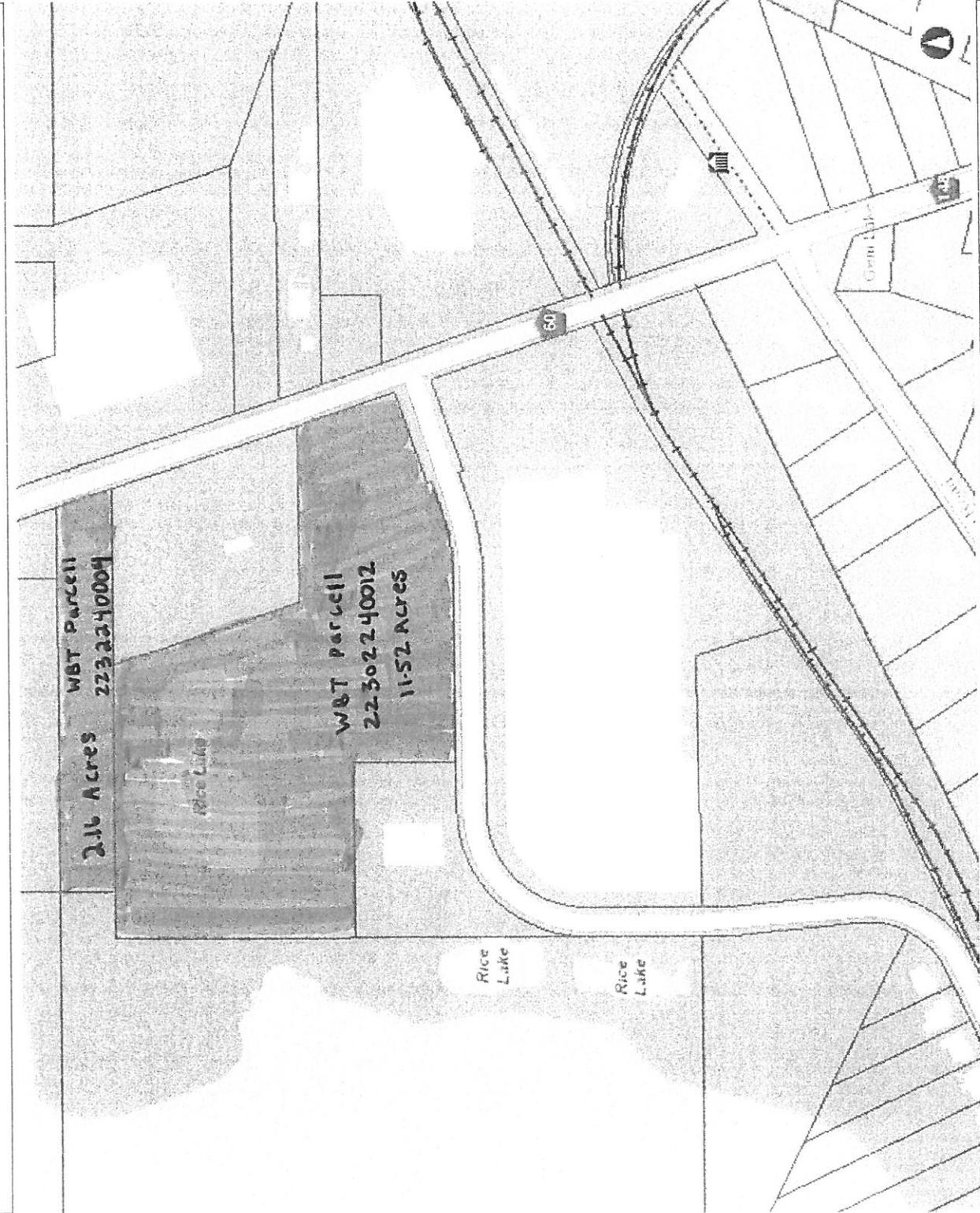
1. Hunters must have written permission from the landowner where they intend to hunt.
2. Hunters must obey all State and Federal laws.
3. Hunting with bow and arrow only.
4. All hunters must show proof of completing the MN Bow Hunter Education Program.
5. Hunters must receive written permission from the Town Board.
6. Hunters must contact the Ramsey County Sheriff's Department with the date, time and place where they intend to hunt. Phone - 651-767-0640.
7. Hunters must register any deer killed with the Township. (See attached form)

The following information must be provided:

1. Name John Duxbury
 Address 4092 Oakmede Lane WBT, MN 55110
~~Phone Home~~ _____ Cell 651-353-6125
2. Property owners name and address white Bear Township

 Property Owners Signature (required) _____

3. Date when you intend to hunt 2018 Archery Season
4. Date when the application will be reviewed by the Town Board

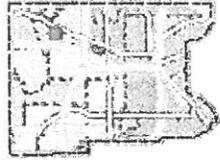


600.0 300.00 600.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

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

Legend



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

Notes

Enter Map Description

Shooting Proficiency Test Certificate

Date: 7/31/18

Qualified For

Name: John Duxbury

MBRB Proficiency

Address: 4092 Oakmede LN

Sharpshooter Qualification

White Bear Lake, MN, 55110
(City, State, Zip)

Bow type (circle one):

Compound

Recurve/Longbow

Crossbow

Draw weight & length (fill in):

65 pounds

_____ inches

Sight used (circle one):

Yes

No

Mechanical release used (circle one):

Yes

No

Write an "X" over the number for a hit.

MBRB Qualification

1 2 3 4 5

(5 of 5 in 7" target at 20 yards)

Sharpshooter Qualification

1 2 3 4 5

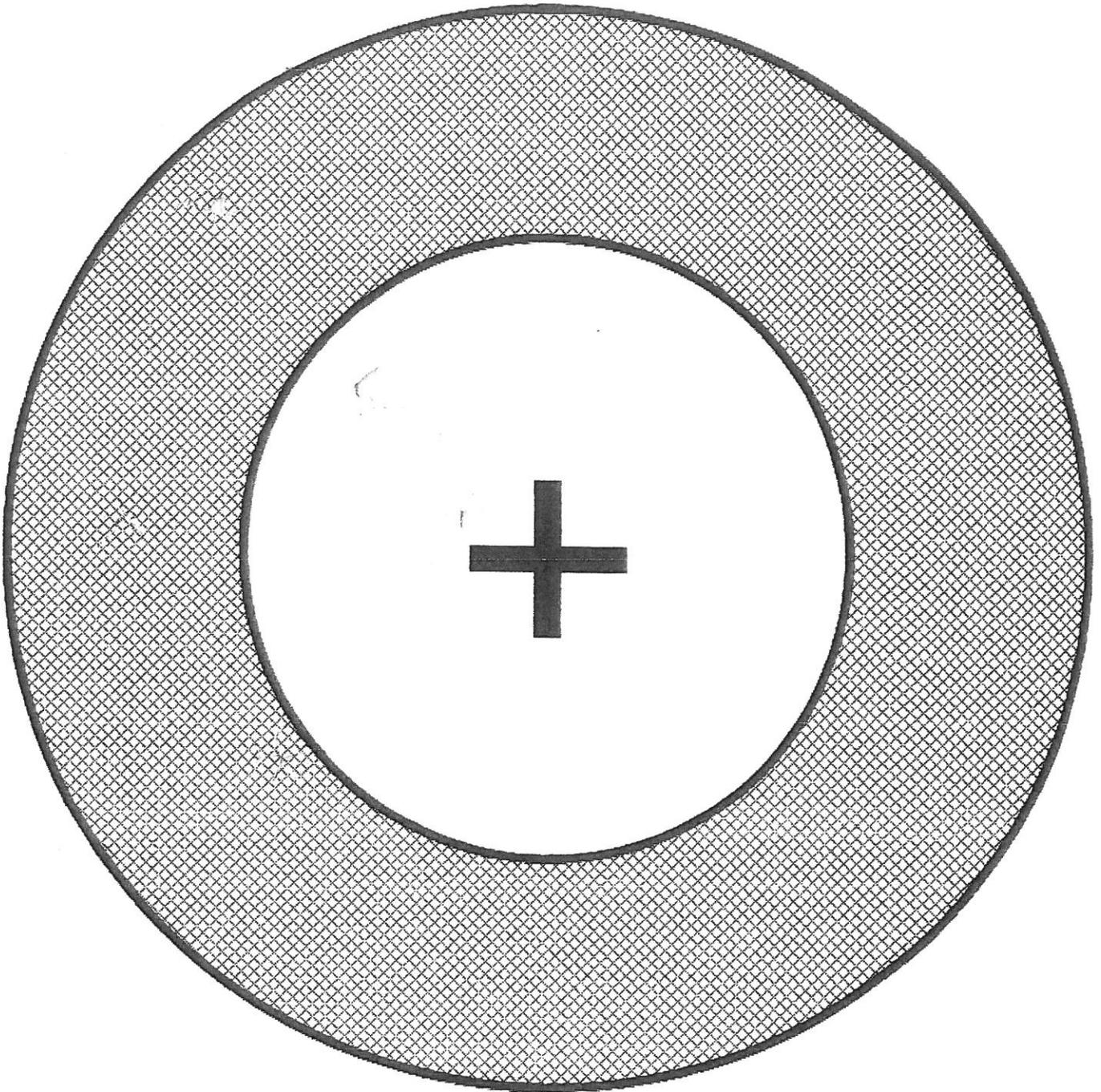
(5 of 5 in 4" target at 20 yards)

Test Administrator: Mark Puanies Archery Shop:

Buana Archery

Shooter's Signature: [Signature]





2018 Metro Bowhunter Resource Base

MBRB Proficiency: 5 of 5 in 7" target at 20 yards

Sharpshooter Qualification: 5 of 5 in 4" target at 20 yards



Joe Mailer has been approved by the Town Board of White Bear Township to bow hunt for deer on property owned by White Bear Township described as follows:

Section 1, Township 30, Range 22, East of Highway 61, South of Benson Airport, and North and East of the Lake Country Preserve Development.

This Permit to hunt is valid only during the following timeframe:

September 15 – October 1, 2018

October 9 – October 22, 2018

October 30 – December 31, 2018

Only the person named on this Permit is permitted to hunt on this property. The Permit is non-transferrable.

Dated: August 20, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



Harry Kavaloski has been approved by the Town Board of White Bear Township to bow hunt for deer on property owned by White Bear Township described as follows:

Section 1, Township 30, Range 22, East of Highway 61, South of Benson Airport, and North and East of the Lake Country Preserve Development.

This Permit to hunt is valid only during the following timeframe:

September 15 – October 1, 2018
October 9 – October 22, 2018
October 30 – December 31, 2018

Only the person named on this Permit is permitted to hunt on this property. The Permit is non-transferrable.

Dated: August 20, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



John Duxbury has been approved by the Town Board of White Bear Township to bow hunt for deer on property outlined on the attached map.

This Permit to hunt is valid from September 15, 2018 through December 31, 2018.

Only the person named on this Permit is permitted to hunt on this property. The Permit is non-transferrable.

Dated: August 20, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
August 20, 2018**

Agenda Number: 5B – Consent Agenda

Subject: State Fair Park & Ride No Parking Request Along Greenhaven Drive:

- Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to Gilfillan Court from August 23 to September 3, 2018
- Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Court & Both Sides of Gilfillan Lane at the Request of Area Residents from August 23 to September 3, 2018

Documentation: Staff Memos /
E-mail /
Map of Area /

Action / Motion for Consideration:

Receive Information / Discuss

State Fair Park & Ride No Parking Request Along Greenhaven Drive:

- Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to Gilfillan Court from August 23 to September 3, 2018
- Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Court & Both Sides of Gilfillan Lane at the Request of Area Residents from August 23 to September 3, 2018

MEMORANDUM

TO: TOWN BOARD
FROM: WILLIAM SHORT
DATE: AUGUST 16, 2018

SUBJECT: NO PARKING REQUEST

Town staff was contacted by representatives of the Gilfillan Hills Homeowner's Association regarding plans proposed by the Transportation Manager of the State Fair to utilize Calvary Church/Bradshaw Funeral Home parking lot as a State Fair park and ride/shuttle site. The association supports the proposal to place temporary no parking signs along Greenhaven and requested that they also be placed along Gilfillan Lane and Gilfillan Court.

The Town has enough temporary no parking signs in stock to post these street as well.

MEMORANDUM

TO: TOWN BOARD
FROM: TOM RIEDESEL
DATE: AUGUST 16, 2018

SUBJECT: NO PARKING REQUEST

Town staff was contacted by the Transportation Manager of the State Fair with a request to post no parking signs along Greenhaven Drive, north of County Road 96. They will be using the Calvary Church/Bradshaw Funeral Home parking lot as a State Fair park and ride/shuttle site.

The Transportation Manager would like the Town to place temporary no parking signs along the roadway so the public parks in the parking lot and not on the street.

The Town has temporary no parking signs in stock and can place them accordingly.

Staff recommends also placing signs at the entrance to Gilfillan Court and along Gilfillan Lane in addition to placing them along Greenhaven Drive.

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

Patti Walstad

From: Bill Short
Sent: Thursday, August 16, 2018 1:53 PM
To: Patti Walstad
Subject: FW: No Parking

-----Original Message-----

From: Sylvia Hesse [mailto:shesse@icloud.com]
Sent: Thursday, August 16, 2018 1:13 PM
To: Bill Short <Bill.Short@whitebeartownship.org>
Subject: No Parking

After learning that it is planned to post No Parking on Greenhaven from Hwy 96 to Gilfillan Court, we are concerned about overflow parking resulting from Calvary church parking lot being utilized as a Park and Ride site during the State Fair. Therefore we are requesting No Parking for Gilfillan Lane and Gilfillan Court also being posted.

Sykvia Hesse

Sent from my iPad

Patti Walstad

From: Tom Riedesel
Sent: Monday, August 13, 2018 8:46 AM
To: Bill Short; Patti Walstad
Subject: FW: Information for White Bear Township Board Re: No Parking Posting on Greenhaven

Should we have the Town Board approve this?

From: steve.grans@mnstatefair.org [mailto:steve.grans@mnstatefair.org]
Sent: Wednesday, August 08, 2018 4:35 PM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Cc: sarah.peterka@mnstatefair.org; DougL@LorenzBus.com
Subject: Information for White Bear Township Board Re: No Parking Posting on Greenhaven

Hi Tom,

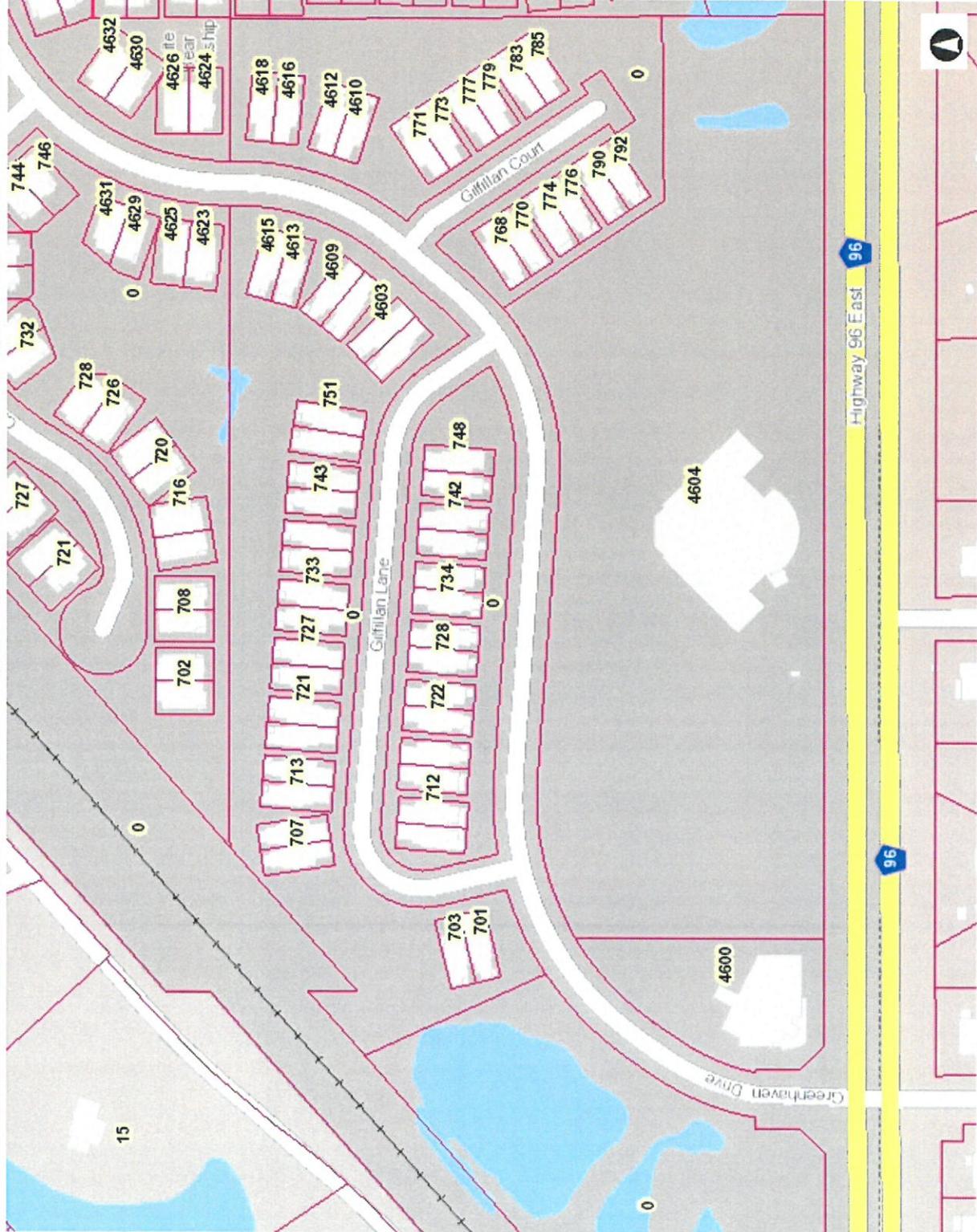
The Minnesota State Fair has added Calvary Church White Bear to our group of Park & Ride lots. Lorenz Bus Service (our provider of transportation for our 36 Park & Ride lots) has requested for safety reasons, that Greenhaven St. be posted No Parking during the State Fair (or from Aug 23 to Sept 3) on both sides of the street from Hwy 96 to about twenty feet pass the church entrance. It might be best for the residence who live in the area, to extend the signage further on Greenhaven St.

Park & Ride service has offered "free" transit or coach bus service to fair customers for well over 50 years. We operate from various churches, schools, and business lots. Most of these lots are run by volunteers that the fair pays to run the lot. Many of the lots receive a small rental fee. Park & Ride hours are 8am to 12/midnight with 1pm to 12/midnight from church lots. Each Park & Ride lot is supplied with a 10 X by 10 tent, portable restroom, signage, water, and trash container that are serviced daily by our own Sanitation Department. Each lot has portable radios and under goes security checks from 7pm to 11pm.

White Bear Township will be one of our furthest Park & Ride location from the fairgrounds and we have had lots of interest from the public.

Regards,

Steve Grans
Transportation Manager
Minnesota State Fair
651-288-4463 (office)
651-603-6814 (fax)
steve.grans@mnstatefair.org



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



**Town Board Meeting
August 20, 2018**

Agenda Number: 5C – Consent Agenda

Subject: Township Day Parking Agreement – Based on Town Attorney & Staff Review & Recommendation Approve Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC Allowing the Use of Their Parking Lot for Parking on Township Day

Documentation: Agreement

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC Allowing the Use of Their Parking Lot for Parking on Township Day

**Minutes
Town Board Meeting
August 28, 2018**

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5C) Based on Town Attorney & Staff Review and Recommendation Approve a Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC, Allowing Use of Stellen’s Parking Lot for Parking on Township Day & Authorize Execution by the Town Board Chair & Town Clerk; Prudhon seconded. Ayes all.

Hold Harmless Agreement

This Hold Harmless agreement is made this ____ day of _____, 2018 by the Town of White Bear (the "Town") in favor of Stellen Medical, LLC; a Minnesota Limited Liability Corporation ("Stellen") and the Town of White Bear, a Minnesota Corporation (the "Town").

The parties agree as follows:

1. **Indemnification.** Subject to the limitations on tort liability set forth in the provisions of Minnesota Statutes Sections 466.01 through 466.15, the Town shall indemnify, defend and hold harmless Stellen and their officials, employees, representatives and agents from any and all liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the Stellen or any of their officials, employees, representatives or agents as a result of any claim, demand, action or suit arising out of, or in connection with, the use of Stellen's parking lot by the Town or its guests or invitees during the September 8, 2018, Township Day Event, except to the extent caused by the gross negligence or willful misconduct of Stellen or its officers, employees or agents.
2. **Waiver and Assumption of Risk.** The Town knows, understands and acknowledges the risks and hazards associated with using the parking lot and hereby assumes any and all risks and hazards associated therewith. The Town hereby irrevocably waives any and all claims against Stellen or its officials, employees, representatives or agents for any bodily injury, including death, loss or property damage incurred by the Town as a result of using the parking lot during the September 8, 2018, Township Day Event, and hereby irrevocably releases and discharges Stellen and its officials, employees, representatives and agents from any and all claims of liability.

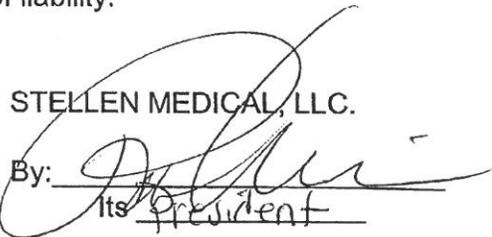
TOWN OF WHITE BEAR

By: _____
ROBERT J. KERMES, Chair

ATTEST:

By: _____
WILLIAM F. SHORT, Clerk-Treasurer

STELLEN MEDICAL, LLC.

By: 
Its President



**Town Board Meeting
August 20, 2018**

Agenda Number: 5D – Consent Agenda

Subject: Comprehensive Plan Update – Authorize Distribution of Comprehensive Plan update to Surrounding Communities

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Authorize Distribution of Comprehensive Plan update to Surrounding Communities



**Town Board Meeting
August 20, 2018**

Agenda Number: 5E – Consent Agenda

Subject: Special Town Board Meeting – Call Special Town Board Meeting for Friday, August 31, 2018 @ 11:00 a.m. at the Town Administrative Offices for Purposes of Succession Planning

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Special Town Board Meeting for Friday, August 31, 2018 @ 11:00 a.m. at the Town Administrative Offices for Purposes of Succession Planning



Public Notice

Special Town Board Meeting

Friday, August 31, 2018

at 11:00 a.m.

**at the Township Administrative Offices
1281 Hammond Road
White Bear Township MN 55110**

- ◆ Succession Planning.



**Town Board Meeting
August 20, 2018**

Agenda Number: 5F – Consent Agenda

Subject: Reschedule Public Hearing to Consider a Zoning Ordinance Amendment & Conditional Use Permit to Allow a Maker Space @ 5966 Highway 61 – At the Applicants Request Reschedule the Public Hearing Previously Scheduled for Wednesday, September 5, 2018 @ 7:00 p.m. to Monday, September 17, 2018 @ 7:00 p.m.

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

At the Applicants Request Reschedule the Public Hearing Previously Scheduled for Wednesday, September 5, 2018 @ 7:00 p.m. to Monday, September 17, 2018 @ 7:00 p.m. To Consider a Zoning Ordinance Amendment & Conditional Use Permit to Allow a Maker Space



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 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 20th day of August, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
August 20, 2018**

Agenda Number: **5G – Consent Agenda**

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to a Install 2” Gas Main in White Bear Township That Will Also go Through White Bear Lake & Will Require Directional Boring

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 XcelEnergy Permit to a Install 2” Gas Main in White Bear Township That Will Also go Through White Bear Lake & Will Require Directional Boring



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

August 15, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Bellaire Avenue/South Shore Boulevard
White Bear Township, Minnesota
TKDA Project No. 16627.000

Dear Board Members:

XcelEnergy has applied for a permit to install 2" gas main in White Bear Township that will also go through White Bear Lake. The project will require directional boring. The maps show the entire project.

We recommend approval with the following conditions:

1. Contractor must protect driveways during the boring activity.
2. Contractor must protect Bellaire Avenue and South Shore Boulevard during boring activities.
3. Contractor must protect the sanitary sewer throughout the area.
4. Contractor must protect sewer and water services along entire construction route.
5. Contractor must run the cable behind all hydrants when it goes past them.
6. Disturbed areas shall be restored equal to or better than original condition.
7. The project may also need permits through the City of White Bear Lake and Ramsey County.
8. 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.
9. 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



August 14th, 2018

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

Xcel Work Order # 101832776

Application is hereby made for permission to place, construct, and thereafter maintain:

2" MDPE 60PSI gas main

I. Type of Utility – General Description

Install ~4430' of 2" MDPE 60psi gas main with directional bore. Transfer or renew all affected gas services. Restore entire work area.

****SEE ATTACHED PROJECT PRINT****

II. Work to begin in Summer 2018 and be completed before November 30, 2018.

Application Approved:

Application submitted by:

By: _____

XCEL ENERGY

Date: _____

Justin Pinska
Xcel Energy / Responsible By Nature
Designer, Q3 Contracting
3066 Spruce St
Little Canada, MN 55117
Mobile: (612) 369-8516
Direct: (612) 249-5037
E: justin.d.pinska@xcelenergy.com
E: jpinska@prim.com

Work Order Information	
Service Request #	00000001242
Design Number	233126
Designer/Partner ID	PINSKA, JUSTIN
Designer/Partner Name	(610) 369-8616
Manager Approval	
Joint Utility	

E:	G:	C:
Design Location:		
Division	WHITE BEAR LAKE	
County	RAMSEY	
City	WHITE BEAR LAKE	
Address	S SHORE	
T: 30N	R: 23W	S: 24
Map #	V0000	
Point		

Electric	Phase:	Electric
Vegetation	Vegetation	
Shop Draw ID:	Shop Draw ID:	
System	Pressure	60
Size	Material	MDPE
Depth	Depth	

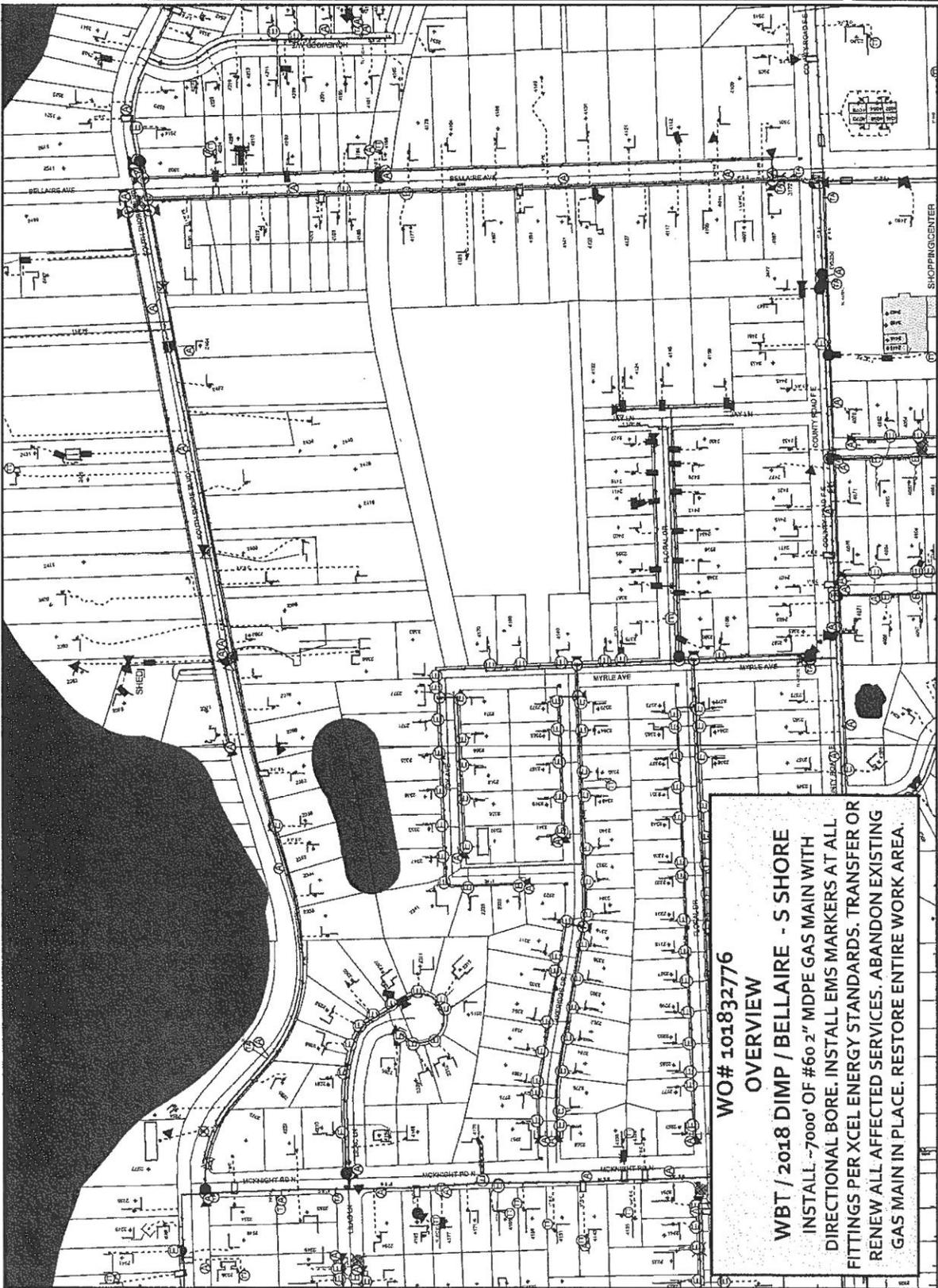
Work Order # :
 Date: 06/13/2018
 Search: #1 Of 80 Sheet Data
 Scale: 1" equals 250'




CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)
 CHANGES MADE AS INDICATED
 (ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

DATE _____
 FOREMAN _____
 TEAM LEADER _____



WO# 101832776
OVERVIEW
 WBT / 2018 DIMP / BELLAIRE - S SHORE
 INSTALL ~7000' OF #60 2" MDPE GAS MAIN WITH
 DIRECTIONAL BORE. INSTALL EMS MARKERS AT ALL
 FITTINGS PER XCEL ENERGY STANDARDS. TRANSFER OR
 RENEW ALL AFFECTED SERVICES. ABANDON EXISTING
 GAS MAIN IN PLACE. RESTORE ENTIRE WORK AREA.

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIMS TO DRAWING, ETC. THE USER'S RESPONSIBILITY IS TO OBTAIN A COPY OF THE PRINT AND VERIFY THE INFORMATION SHOWN THEREON. THE USER'S RESPONSIBILITY IS TO OBTAIN A COPY OF THE PRINT AND VERIFY THE INFORMATION SHOWN THEREON. THE USER'S RESPONSIBILITY IS TO OBTAIN A COPY OF THE PRINT AND VERIFY THE INFORMATION SHOWN THEREON. THE USER'S RESPONSIBILITY IS TO OBTAIN A COPY OF THE PRINT AND VERIFY THE INFORMATION SHOWN THEREON.

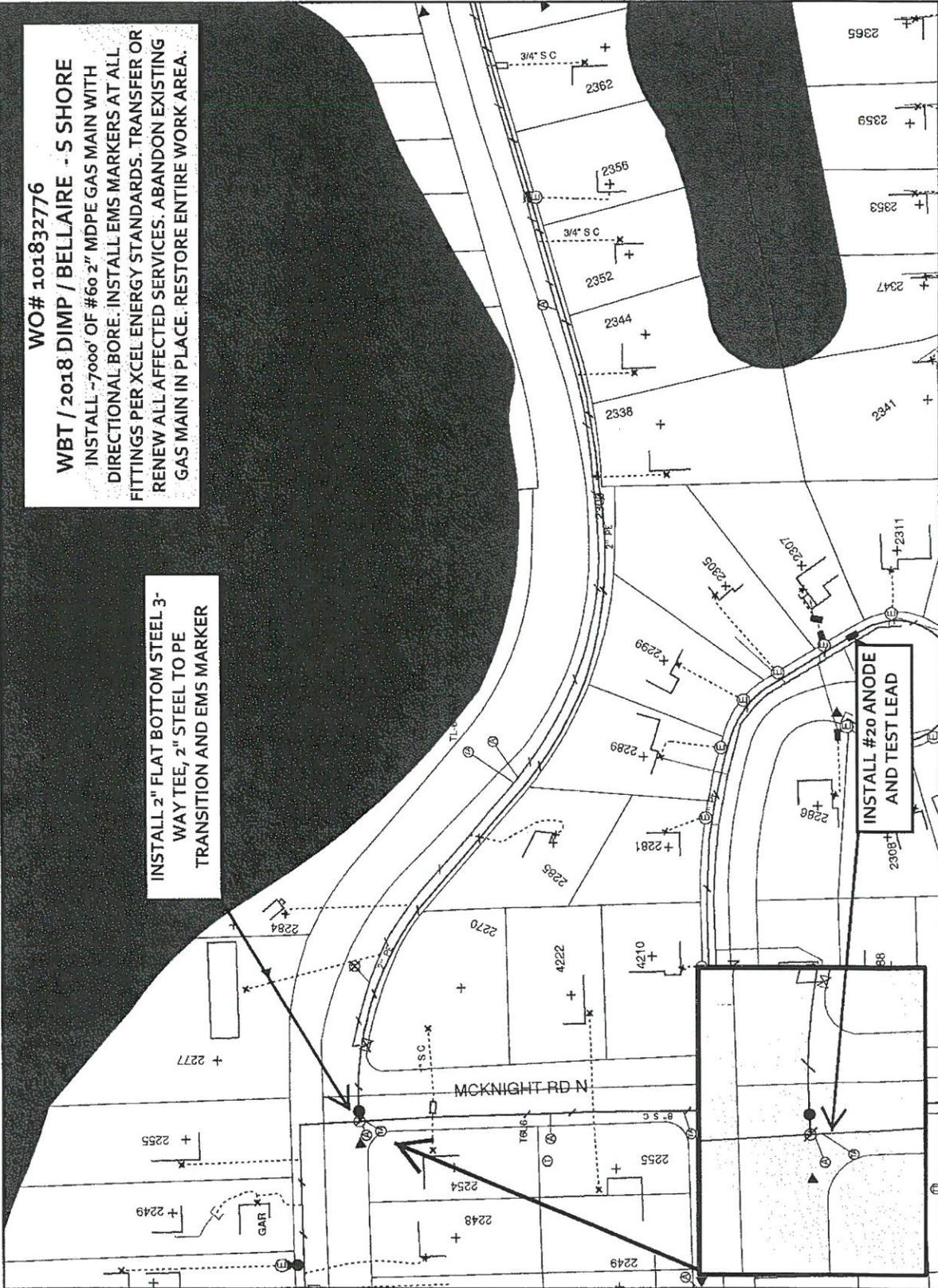
WO# 101832776

WBT / 2018 DIMP / BELLAIRE - S SHORE

INSTALL ~7000' OF #60 2" MDPE GAS MAIN WITH DIRECTIONAL BORE. INSTALL EMS MARKERS AT ALL FITTINGS PER XCEL ENERGY STANDARDS. TRANSFER OR RENEW ALL AFFECTED SERVICES. ABANDON EXISTING GAS MAIN IN PLACE. RESTORE ENTIRE WORK AREA.

INSTALL 2" FLAT BOTTOM STEEL 3-WAY TEE, 2" STEEL TO PE TRANSITION AND EMS MARKER

INSTALL #20 ANODE AND TEST LEAD



Work Order Information: Service Request # : 00000801242 Design Number : 233128 Designer/Planner ID : PHISVA, JUSTIN Designer/Planner Name : PHISVA, JUSTIN Designer/Planner Ph # : (512) 369-6518 Manager Approval :	
E: _____ T: _____	Div: _____ Loc: _____ Design Location : WHITE BEAR LAKE County : RAMSEY City : WHITE BEAR LAKE Address : S SHORE T: 30N R: 22W S: 24 Map # : 00066 Permit :
Electric : _____ Voltage : _____ Busbar ID : _____	System : _____ Size : _____ Material : _____ Pressure : _____ Depth : _____
Date: 06/13/2018 Sheet: #2 Of 04 Sheet Data Scale: 1" equals 100'	

CONSTRUCTION USE ONLY
 NO CHANGES (BUILT AS DESIGNED)
 CHANGES MADE AS INDICATED
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFI _____
 FOREMAN _____
 DATE _____
 TEAM LEADER _____

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISOBTAIN THE REQUIREMENT TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECEIPTOR'S USE OF ANY OTHER PARTS OR MATERIALS NOT SHOWN ON THIS PRINT. THE RECEIPTOR'S USE OF ANY OTHER PARTS OR MATERIALS NOT SHOWN ON THIS PRINT IS AT THEIR OWN RISK. © XCEL ENERGY. ALL RIGHTS RESERVED. XCEL ENERGY IS A REGISTERED TRADEMARK OF XCEL ENERGY INC. (NYSE: XEL). XCEL ENERGY IS A REGISTERED SERVICE MARK OF XCEL ENERGY INC. (NYSE: XEL).

WO# 101832776

WBT / 2018 DIMP / BELLAIRE - S SHORE
 INSTALL ~7000' OF #60 2" MDPE GAS MAIN WITH
 DIRECTIONAL BORE. INSTALL EMS MARKERS AT ALL
 FITTINGS PER XCEL ENERGY STANDARDS. TRANSFER OR
 RENEW ALL AFFECTED SERVICES. ABANDON EXISTING
 GAS MAIN IN PLACE. RESTORE ENTIRE WORK AREA.

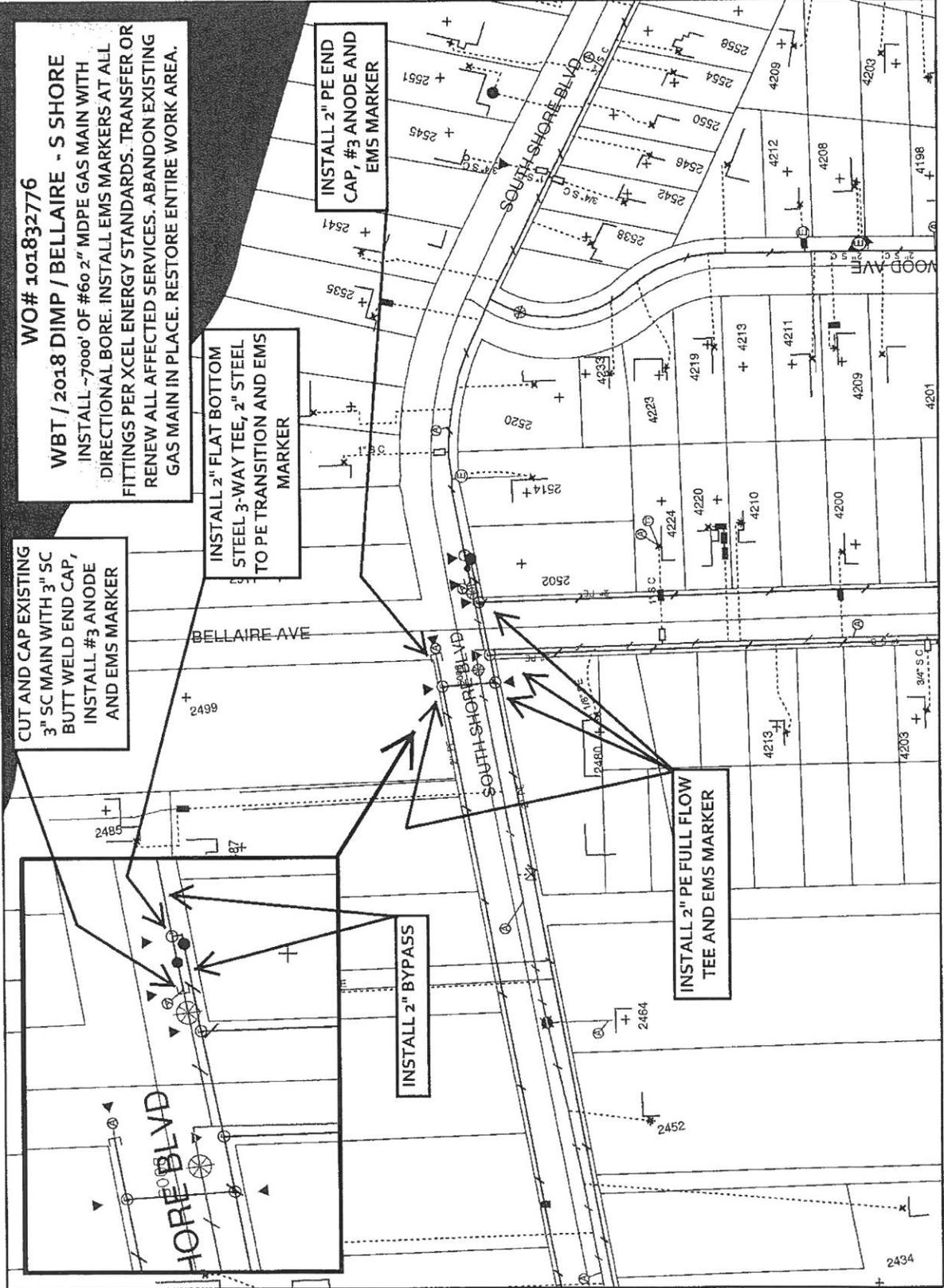
CUT AND CAP EXISTING
 3" SC MAIN WITH 3" SC
 BUTT WELD END CAP,
 INSTALL #3 ANODE
 AND EMS MARKER

INSTALL 2" FLAT BOTTOM
 STEEL 3-WAY TEE, 2" STEEL
 TO PE TRANSITION AND EMS
 MARKER

INSTALL 2" PE END
 CAP, #3 ANODE AND
 EMS MARKER

INSTALL 2" BYPASS

INSTALL 2" PE FULL FLOW
 TEE AND EMS MARKER



Work Order Information	
Service Request #	0000001242
Design Number	231126
Design/Planner ID	FRICKA, JUSTIN
Design/Planner Name	(919) 388-8516
Design/Planner P#	
Manager Approval	
Joint Utility	
E:	G:
T:	C:
Design Location	
Division	WHITE BEAR LAKE
County	RAMSEY
City	WHITE BEAR LAKE
Address	S SHORE
T: 30N	R: 22W
S: 24	
Map #	V0205
Parcel #	
Electric	
Feeder	
Voltage	
Phase	
Blow Dev. ID	
Gas	
System	S008
Pressure	180
Size	2"
Material	MDPE
Dead End	
Work Order #	
Date	06/19/2018
Sheet #	44 OF 84 Search Data
Scale	1" equals 100'

XcelEnergy

CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)

CHANGES MADE AS INDICATED

ALL LUD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE

FOREMAN _____ DATE _____

TEAM LEADER _____

PLEASE NOTE: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THE PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DESIGNING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE USE OF THIS PRINT. THE USER OF ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. TOTAL PROJECT COST \$11.

DISCLAIMER: THESE ARE NOT REPRESENTATIONS OR WARRANTIES. THE ACCURACY OF THE PRINTING OF THIS PLAN IS THE RESPONSIBILITY OF THE CLIENT. THE CLIENT HAS BEEN ADVISED OF THIS AND HAS ACCEPTED THIS PLAN. THE CLIENT HAS BEEN ADVISED OF THE LIMITATIONS OF THIS PLAN AND HAS ACCEPTED THIS PLAN. THE CLIENT HAS BEEN ADVISED OF THE LIMITATIONS OF THIS PLAN AND HAS ACCEPTED THIS PLAN. THE CLIENT HAS BEEN ADVISED OF THE LIMITATIONS OF THIS PLAN AND HAS ACCEPTED THIS PLAN.

WO# 10832776

WBT / 2018 DIMP / BELLAIRE - S SHORE
 INSTALL -7000' OF #60.2" MDPE GAS MAIN WITH
 DIRECTIONAL BORE. INSTALL EMS MARKERS AT
 ALL FITTINGS PER XCEL ENERGY STANDARDS.
 TRANSFER OR RENEW ALL AFFECTED SERVICES.
 ABANDON EXISTING GAS MAIN IN PLACE.
 RESTORE ENTIRE WORK AREA.

**CUT AND CAP EXISTING MAIN
 WITH 3" SC BUTT WELD END CAP,
 #3 ANODE AND EMS MARKER**

**INSTALL 2" STEEL FLAT
 BOTTOM 3-WAY TEE, 2" STEEL
 TO PE TRANSITION AND EMS
 MARKER**

**INSTALL 2" PE END
 CAP, #3 ANODE AND
 EMS MARKER**

**INSTALL 2" PE FULL
 FLOW TEE AND EMS
 MARKER**

INSTALL 2" BYPASS

WORK ORDER INFORMATION

Service Request #: 00009601242
 Design Number: 233128
 Designer/Author Name: PINSKY, JUSTIN
 Designer/Author P#: (612) 369-8516
 Manager Approval: _____

DESIGN LOCATION

Division: WHITE BEAR LAKE
 County: RAMSEY
 City: WHITE BEAR LAKE
 Address: 6 SHORE
 T: 30N R: 21W S: 24
 Map #: W0008 Permit: _____

FEEDER

System: S008 Pressure: #50
 Size: 2" Material: MDPE
 Phase: Gas
 Feeder: BHP Div ID: _____

WORK ORDER #

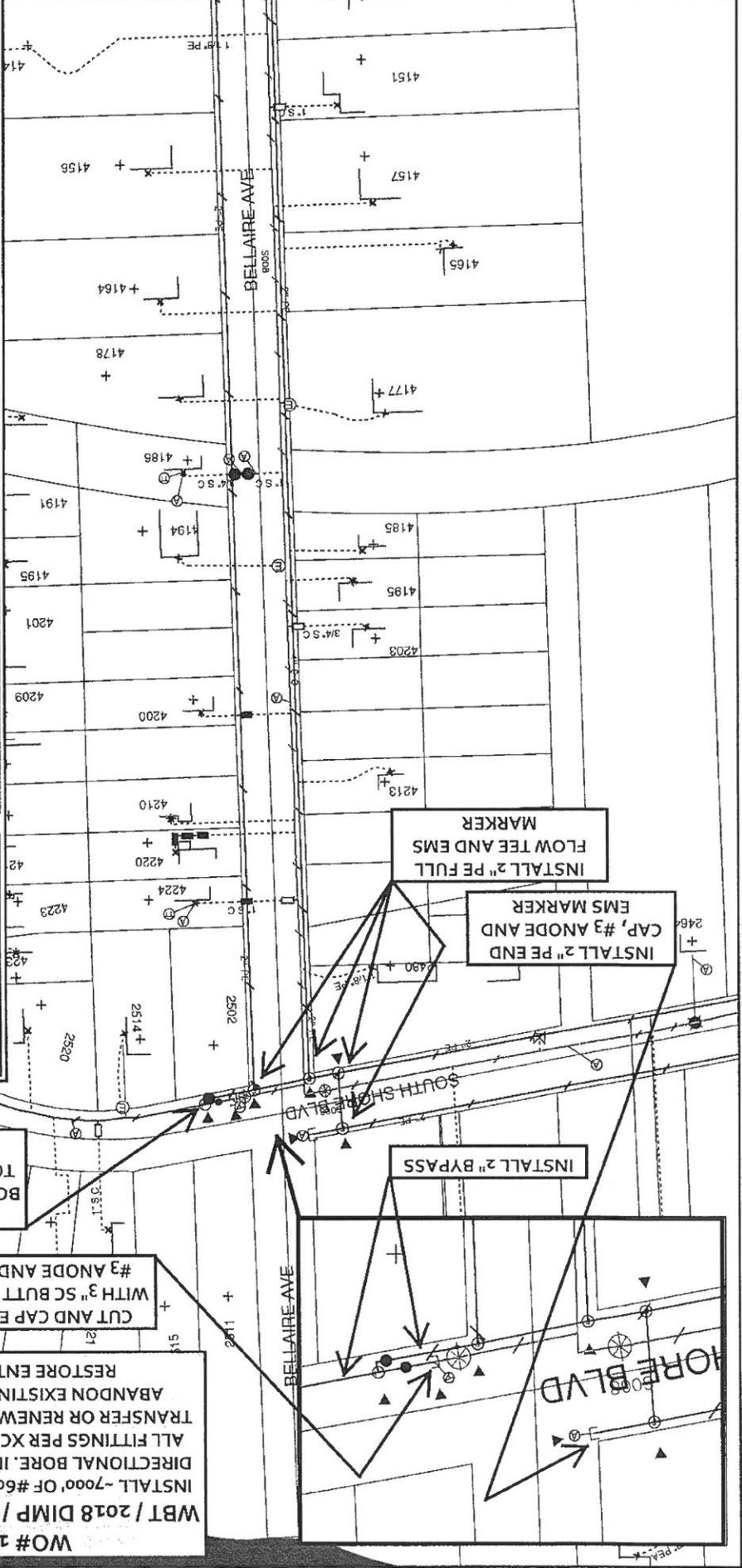
Date: 09/15/2018
 Sheet: #5 Of 6 Sheet Data
 Scale: 1" equals 100'

Xcel Energy

CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)
 CHANGES MADE AS INDICATED
 ALL DIMS MUST HAVE ACTUAL
 MEASUREMENTS FROM THE FIELD STRIP

RFI: _____
 FOREMAN: _____
 DATE: _____
 TEAM LEADER: _____



REC'D BY: _____



**Town Board Meeting
August 20, 2018**

Agenda Number: 5H – Consent Agenda

Subject: Construction Activity Report - Receive

Documentation: Report

Action / Motion for Consideration:

Receive Information / Discuss

Receive Report

White Bear Township Construction Activity Report

	JULY 2018		2018 YEAR TO DATE		2017 YEAR TO DATE	
<u>BUILDING PERMIT</u>						
<u>HOUSING</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
SINGLE FAMILY	1	275,000	8	2,183,000	13	3,077,000
TOWN HOME	-	-	-	-	-	-
TOTALS	1	275,000	8	2,183,000	13	3,077,000
<u>MISCELL. RESIDENTIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	8	171,337	40	1,391,170	42	1,276,399
SIDING, ROOF. & WIND.	68	803,019	257	2,778,677	146	1,545,919
DECKS	8	41,500	25	143,900	29	166,960
SWIMMING POOLS	-	-	1	2,500	2	2,000
ACCESSORY BLDG	2	35,000	2	35,000	8	107,000
OTHER	1	2,295	15	40,822	18	582,207
TOTALS	87	1,053,151	340	4,392,069	245	3,680,485
<u>COMMERCIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	3	87,000	-	-
INDUSTRIAL	-	-	-	-	1	25,000
BUSINESS	-	-	1	610,000	-	0
REMODEL & ADDITIONS	2	9,500	8	3,074,700	-	0
OTHER	-	-	7	285,898	4	149,500
TOTALS	2	9,500	19	4,057,598	5	174,500
<u>MISCELLANEOUS</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION			2			
<u>TOTALS</u>	90	1,337,651	369	10,632,667	263	6,931,985
PERMIT REVENUE		\$ 14,756		\$ 81,705		\$ 66,217



**Town Board Meeting
August 20, 2018**

Agenda Number: 6A – Old Business - None

Subject:

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
August 20, 2018**

Agenda Number: 7A – Public Hearing

Subject: 5230 East Street – Request for Special Three Dog License

Documentation: Staff Memo w/attachments /
Public Notice / Resident Letter / Mailing List / Map
Publication /
Proposed Special Three Dog License

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 Staff Review & Recommendation Approve the Special Three Dog License @ 5230 East Street for a Four-Year Period through March 31, 2022, Subject to the Following Conditions:

1. This Special Three Dog License shall be limited to three (3) dogs.
2. All dogs shall have current licenses obtained from White Bear Township.
3. All dogs shall have current rabies vaccinations.
4. The premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of the public and safety.
5. This Special Three Dog License shall expire on March 31, 2022. Application for renewal shall be completed prior to that date.
6. White Bear Township reserves the right to revisit the action to approve this license if complaints are received during the license period.
7. State, Federal and local laws and Ordinance shall be complied with.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: AUGUST 15, 2018

SUBJECT: SPECIAL THREE DOG LICENSE – 5230 EAST STREET

Lori Christensen, 5230 East Street, has applied for a Special Three Dog License because she has decided to keep a rescue dog making the total of dogs at her home at three. Ordinance No. 5 (Animal), sets forth the following procedures that should be followed:

The dog shall have current rabies certificates:

The two dogs currently living at the premises have been previously licensed. The rabies certificate for the rescue dog is attached.

The dogs shall have current Township licenses.

The license for the rescue dog will be paid for and issued if the Special Three Dog License is approved.

Completion of an Application for Special Three Dog License along with the \$100 fee:

The applicant has been completed and the fee paid.

Report by Animal Control:

A report has been requested from Officer Lee but it has not been received yet.

Neighbor Comments Received:

None.

Requested Action:

Based on Staff review and recommendation approve the Special Three Dog License to Lori Christensen, 5230 East Street, subject to the following conditions:

1. This Special Three Dog License shall be limited to three (3) dogs.
2. All dogs shall have current licenses obtained from White Bear Township.
3. All dogs shall have current rabies vaccinations.

4. The premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of the public and safety.
5. This Special Three Dog License shall expire on March 31, 2022. Application for renewal shall be completed prior to that date.
6. White Bear Township reserves the right to revisit the action to approve this license if complaints are received during the license period.
7. State, Federal and local laws and Ordinance shall be complied with.

PSW/s
cc:admin/add.file
b:5230easttbmemo



PAID

WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebeartownship.org

SPECIAL THREE DOG LICENSE

The Town Board may grant, deny or refuse to review any application for license under Ordinance No. 5 Section 5.2, and may impose conditions to the granting of the license.

APPLICANT'S INFORMATION

Applicant's Name(s): Lori Christensen
Owner's Name(s): Lori Christensen
Property Address: 5230 East St WB Twpshp MN 55110
Home Phone: _____ Cell Phone: 651. 226. 1463
Work Phone: ☎ _____ Cell Phone: _____

DOG'S INFORMATION

Breed of Dog: coonhound / x Dog's Name: Jake Age: 22 mos
Breed of Dog: catamount / whippet Dog's Name: Blu Age: 2.2 mo.
Breed of Dog: Shep / x Dog's Name: Girly Age: 10+ ?

PROPERTY INFORMATION

Description of Property (i.e. house with fenced yard): 3/4 acre over 1/2 acre completely fenced w/ cyclone 4' fence & locked gate
Description of Outside Kennel Area (if any): None - indoor dogs

DATA PRACTICES ADVISORY (TENNESSEN WARNING)

I understand that some of the information provided on this form will be public data. Public data is available to anyone who makes a request for such information. Under the Minnesota Data Practices Act, your address, email and/or telephone number are private data. You may choose not to provide some or all of this private data, but it may cause your dog license request to be denied. By completing this information, you are consenting to allow White Bear Township staff to share this information in order to administer White Bear Township Ordinances regarding dog licenses. Please sign below to affirm that you have read this notice.

Signature: [Handwritten Signature] Date: 07.02.18

FOR OFFICE USE ONLY

Date Received 7/2/18 By Karen \$100 Fee Yes No Date Completed _____



WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebeartownship.org

DOG LICENSE

April 1, 2018 – March 31, 2020

- New Dog License or Renewal - \$20
- New Dog License after April 1, 2019 - \$10
- Late Renewal after May 1, 2018 - \$30
- Replacement Tag - \$1

Please note: we do not accept bank checks via online bill pay

OWNER'S INFORMATION

Owner's Name(s): Lori Christensen

Address: 5230 East St. WB Twshp MN 55110

Home Phone: Cell 651.226.1463 Email: _____

Cell Phone: _____ Cell Phone: _____

DOG'S INFORMATION

Dog's Name: Jake Male Female Age: 2 in Sept. 2018
22 months

Breed: Coonhound X Color: blk, gry, wht spotted

**** If submitting by mail please remember a current copy of the Rabies Certificate from your veterinarian must be attached (the copy will be returned with license)*

License Fee is not Refundable!

DATA PRACTICES ADVISORY (TENNESSEN WARNING)

I understand that some of the information provided on this form will be public data. Public data is available to anyone who makes a request for such information. Under the Minnesota Data Practices Act, your address, email and/or telephone number are private data. You may choose not to provide some or all of this private data, but it may cause your dog license request to be denied. By completing this information, you are consenting to allow White Bear Township staff to share this information in order to administer White Bear Township Ordinances regarding dog licenses. Please sign below to affirm that you have read this notice.

Signature [Handwritten Signature] Date 07.07.18

FOR OFFICE USE ONLY

Dog License Tag #: _____ Rabies Tag #: 1017

Date Issued: _____ Expiration Date: 6/30/21

RABIES VACCINATION CERTIFICATE
 NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly		RABIES TAG #	1017
		MICROCHIP #	
LAST	FIRST	M.I.	TELEPHONE #
Christensen	Lori		(651) 226-1463
NO.	STREET	CITY	STATE ZIP
5230	East Street	White Bear Township	MN 55110
SPECIES Dog <input checked="" type="checkbox"/> Cat <input type="checkbox"/> Ferret <input type="checkbox"/> Other: <input type="checkbox"/> (specify) _____	AGE 1 _____ Months <input type="checkbox"/> _____ Years <input checked="" type="checkbox"/>	SIZE Under 20 lbs. <input type="checkbox"/> 20 - 50 lbs. <input type="checkbox"/> Over 50 lbs. <input checked="" type="checkbox"/>	PREDOMINANT BREED German Shorthaired Pointer
	SEX <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female <input checked="" type="checkbox"/> Neutered	PREDOMINANT COLORS/MARKINGS Black and white	ANIMAL NAME Jake
Animal Control License	<input type="checkbox"/> 1 Yr <input checked="" type="checkbox"/> 3 Yr <input type="checkbox"/> Other <u>0 months</u>	Veterinarian's Name: Jenna Buley, D.V.M. License Number: <u>10218</u> _____ Veterinarian's Signature Address: Access Veterinary Care 6225 42nd Avenue N. Minneapolis, MN 55422 (763) 390-4050	
DATE VACCINATED <u>06/30/18</u> Month / Day / Year	Product Name: Rabies 3 Year Manufacturer: M e r (First 3 letters)	<input type="checkbox"/> 1 Yr USDA Licensed Vaccine <input checked="" type="checkbox"/> 3 Yr USDA Licensed Vaccine <input type="checkbox"/> 4 Yr USDA Licensed Vaccine <input type="checkbox"/> Initial dose <input checked="" type="checkbox"/> Booster dose 236507B Vaccine Serial (lot) Number	
NEXT VACCINATION DUE BY: <u>06/30/21</u> Month / Day / Year			





WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebeartownship.org

DOG LICENSE

April 1, 2018 – March 31, 2020

- New Dog License or Renewal - \$20
- New Dog License after April 1, 2019 - \$10
- Late Renewal after May 1, 2018 - \$30
- Replacement Tag - \$1

Please note: we do not accept bank checks via online bill pay

OWNER'S INFORMATION

Owner's Name(s): Lori Christensen

Address: 5230 East St WB Twshp MN 55110

Home Phone: 651.226.1463 Email: macedna@comcast.net

Cell Phone: ↓ Cell Phone: _____

DOG'S INFORMATION

Dog's Name: Girly Male Female Age: 11

Breed: ShepX Color: black/brn

**** If submitting by mail please remember a current copy of the Rabies Certificate from your veterinarian must be attached (the copy will be returned with license)*

License Fee is not Refundable!

DATA PRACTICES ADVISORY (TENNESSEN WARNING)

I understand that some of the information provided on this form will be public data. Public data is available to anyone who makes a request for such information. Under the Minnesota Data Practices Act, your address, email and/or telephone number are private data. You may choose not to provide some or all of this private data, but it may cause your dog license request to be denied. By completing this information, you are consenting to allow White Bear Township staff to share this information in order to administer White Bear Township Ordinances regarding dog licenses. Please sign below to affirm that you have read this notice.

Signature: [Handwritten Signature] Date: 05.02.18

FOR OFFICE USE ONLY

Dog License Tag #: 283

Rabies Tag #: 002871

Date Issued: 5/2/18

Expiration Date: 4/7/19



WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651-747-2750
Fax: 651-426-2258
www.whitebeartownship.org

DOG LICENSE

April 1, 2018 – March 31, 2020

- New Dog License or Renewal - \$20
- New Dog License after April 1, 2019 - \$10
- Late Renewal after May 1, 2018 - \$30
- Replacement Tag - \$1

Please note: we do not accept bank checks via online bill pay

OWNER'S INFORMATION

Owner's Name(s): Lori Christensen

Address: 5230 East St WB Twpshy MN 55110

Home Phone: 6 Email: macedna@comcast.net

Cell Phone: _____ Cell Phone: 651.226.1463

DOG'S INFORMATION

Dog's Name: Blu Male Female Age: 2

Breed: Catahoula / mix Color: blu gr, white

**** If submitting by mail please remember a current copy of the Rabies Certificate from your veterinarian must be attached (the copy will be returned with license)*

License Fee is not Refundable!

DATA PRACTICES ADVISORY (TENNESSEN WARNING)

I understand that some of the information provided on this form will be public data. Public data is available to anyone who makes a request for such information. Under the Minnesota Data Practices Act, your address, email and/or telephone number are private data. You may choose not to provide some or all of this private data, but it may cause your dog license request to be denied. By completing this information, you are consenting to allow White Bear Township staff to share this information in order to administer White Bear Township Ordinances regarding dog licenses. Please sign below to affirm that you have read this notice.

Signature: [Handwritten Signature] Date: 05.02.18

FOR OFFICE USE ONLY

Dog License Tag #: 282 Rabies Tag #: 82883
Date Issued: 5/2/18 Expiration Date: 8/21/20



NOTICE OF HEARING REQUEST FOR A SPECIAL THREE DOG LICENSE IN THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN, That the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, August 20, 2018 at 7:00 p.m., to consider the request of a Special Three Dog License at the following described property, to-wit:

Lot 10, Block 6, Town of Bald Eagle, Ramsey County, Minnesota

(5230 East Street)

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

Given under my hand this 16th day of July, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

A handwritten signature in black ink, appearing to read "W. Short", written over a horizontal line.

WILLIAM F. SHORT, Clerk-Treasurer



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

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

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

August 7, 2018

Township Resident
White Bear Township, MN

RE: Special Three Dog License

Dear Resident:

Enclosed please find a **Notice of Hearing Request for a Special Three Dog License in the Town of White Bear, Ramsey County, Minnesota.**

The owner of property at 5230 East is requesting issuance of a Special Three Dog License, which allows her to keep three dogs at her residence.

Pursuant to Town Ordinance, a Public Hearing must be held on the matter. Therefore, a Public Hearing has been scheduled for **Monday, August 20, 2018 @ 7:00 pm, at Heritage Hall, 4200 Otter Lake Road, White Bear Township, MN.**

If you have any comments or questions regarding this request, please plan to attend the Public Hearing. If you cannot attend the hearing, you may forward your comments or questions to me by letter, e-mail at patti.walstad@whitebeartownship.org or phone at 651.747.2756, and they will be presented to the Town Board at the hearing.

Sincerely,

Patti Walstad
Paralegal

PSW/jb
Enc.



recycled paper

Parcel ID: 113022410006

ECONOMIC DEV AUTHORITY, OF TOWN OF WHITE BEAR
1281 HAMMOND RD
WHITE BEAR LAKE MN 55110-3764

Parcel ID: 113022410013

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410010

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410005

ECONOMIC DEVELOPMENT AUTHORITY, OF THE TOWN OF WHITE BEAR
1281 HAMMOND RD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410092

BERNADINE F CHRISTENSEN
5230 EAST ST
SAINT PAUL MN 55110-6500

Parcel ID: 113022410018

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410004

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410093

TIMOTHY FARRELL
5228 EAST ST
WHITE BEAR TOWNSHIP MN 55110-6500

Parcel ID: 123022320005

ST PAUL AND S STE MARIE RY
176 5TH ST E
ST PAUL MN 55101-1606

Parcel ID: 113022410023

ELIZABETH M GLASER
5224 ELK ST
WHITE BEAR LAKE MN 55110-6542

Parcel ID: 123022320004

TOWN OF WHITE BEAR
1281 HAMMOND RD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410070

MPLS ST PAUL S STE MARIE RY
501 MARQUETTE AVE S
MINNEAPOLIS MN 55402-1201

Parcel ID: 113022410091

ALEX KULACZ
5240 EAST ST
WHITE BEAR TOWNSHIP MN 55110-6500

Parcel ID: 113022410071

MPLS ST PAUL S ST MARIE RY
105 S 5TH ST
MINNEAPOLIS MN 55402-6401

Parcel ID: 113022410024

THOMAS J NADEAU, MARSHA A NADEAU
5226 ELK ST
WHITE BEAR TOWN MN 55110-6542

Parcel ID: 113022410008

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410011

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410007

TOWN OF WHITE BEAR
1281 HAMMOND ROAD
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022410090

LISA E PREVETTE
5245 EAST ST
WHITE BEAR TOWNSHIP MN 55110-6549

Parcel ID: 113022410105

THOMAS M MERKEL
2198 PARK AVE
WHITE BEAR LAKE MN 55110-2302

Parcel ID: 113022410026

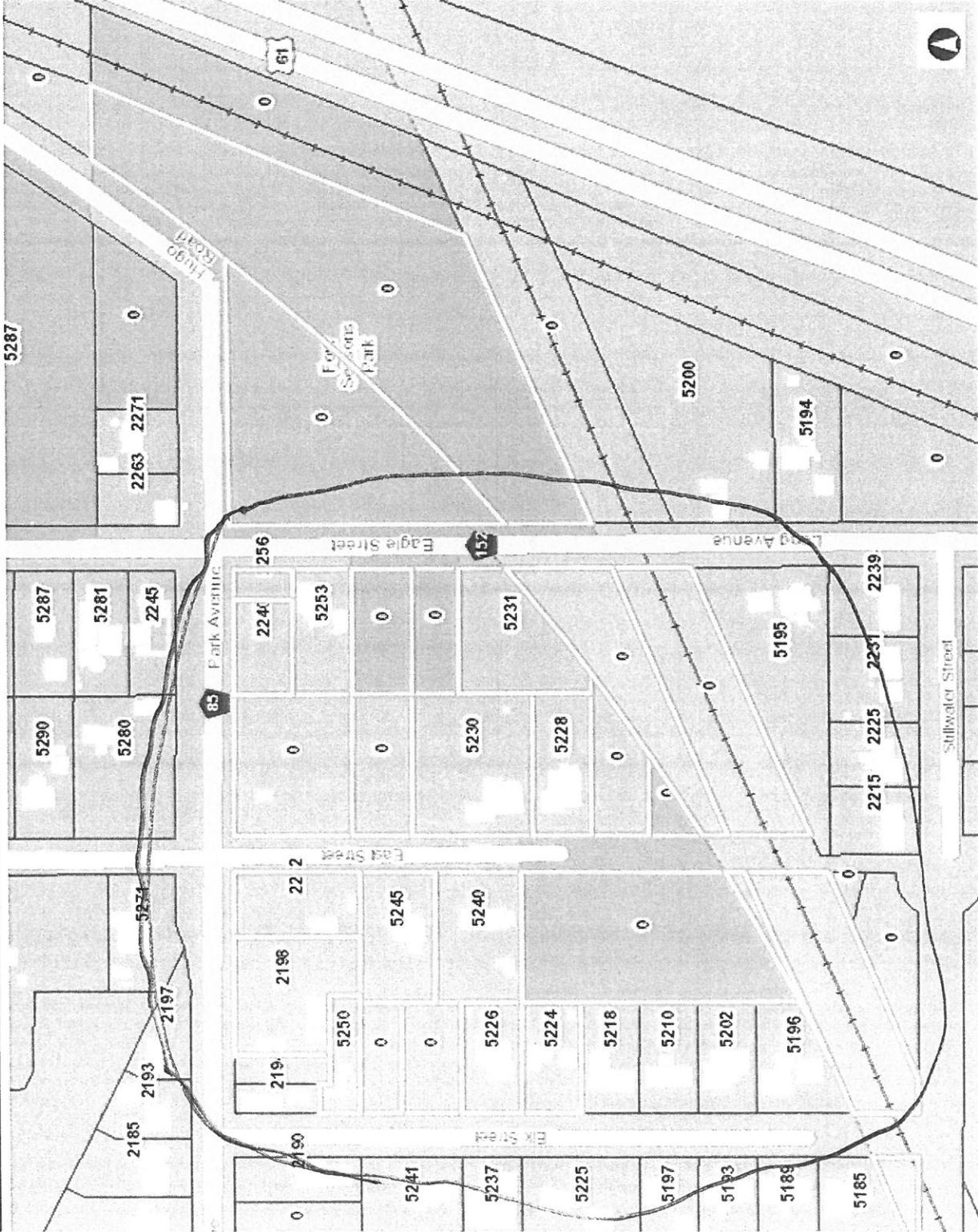
THOMAS M MERKEL
2198 PARK AVE
WHITE BEAR LAKE MN 55110-2302

Parcel ID: 113022410104

THOMAS M MERKEL
2198 PARK AVE
WHITE BEAR LAKE MN 55110-2302

Parcel ID: 113022410009

ECONOMIC DEV AUTHORITY, OF TOWN OF WHITE BEAR
1281 HAMMOND RD
WHITE BEAR LAKE MN 55110-3764



NAD 1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

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

Legend



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

Notes

Enter Map Description

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

- 1. I am the publisher of the WHITE BEAR PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 8th day of August, 2018.

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

- a) Lowest classified rate paid by commercial users for comparable space
b) Maximum rate allowed by law for the above matter
c) Rate actually charged for the above matter \$ 16.55/inch

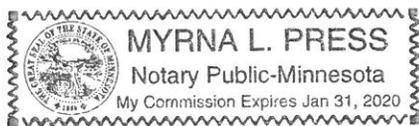
- 5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher

Subscribed and sworn to before me on this 8th day of August, 2018.

[Signature]
Notary Public





Special Three Dog License

I hereby certify that Lori Christensen, who reside at 5230 East Street, White Bear Township, Minnesota, which is legally described as follows:

The East 25 feet of vacated East Street and Lots 7 and 10, Block 6, Town of Bald Eagle, Ramsey County, Minnesota

and is located within a(n) R-1 – Suburban Residential District, have been granted a Special Three Dog License for the keeping of up to three (3) dogs for private pets, all in accordance with the attached requirements, and pursuant to Ordinance No. 5, the dog/animal ordinance for the Town of White Bear, Ramsey County, Minnesota.

Dated: August 20, 2018.

**Requirements
Special Three Dog License**

Lori Christensen
5230 East Street
White Bear Township MN 55110

1. This Special Three Dog License shall be limited to three (3) dogs.
2. All dogs shall have current licenses obtained from White Bear Township.
3. All dogs shall have current rabies vaccinations.
4. The premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of the public and safety.
5. This Special Three Dog License shall expire on March 31, 2022. Application for renewal shall be completed prior to that date.
6. White Bear Township reserves the right to revisit the action to approve this license if complaints are received during the license period.
7. State, Federal and local laws and Ordinance shall be complied with.

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
August 20, 2018**

Agenda Number: 8A – New Business

Public Works Director Item:

Subject: Eagle Park Tennis Court Surfacing – Receive & Approve Quote

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation:

- 1) Receive Quotes from Court Surfacing & Repair, Inc., C & H Sport Surfaces, Inc. & Surface Pro
- 2) Approve the Quote for the Eagle Park Tennis Court Surfacing As Identified in the 2018-2027 Capital Improvement Plan (CIP) From Court Surfaces & Repair, Inc. in the Amount of \$8,850.00 Noting that the \$8,531 Shortfall Will Be Funded by Other Projects that Came Under Cost from the Park & Recreation Fund

MEMORANDUM

Date: August 14, 2018

To: Town Board

From: Peter Tholen, Field Maintenance Supervisor,
Dale Reed, Public Works Director

Re: Eagle Park Tennis Court Surfacing Quote Approval

As part of the Town's infrastructure management program, the Town budgets money in the Capital Improvement Plan to rehabilitate our existing tennis courts. This year the double tennis court at Eagle Park had the old asphalt court removed and replaced with new asphalt the week of June 25th. It now needs the color coat surfacing which is usually applied approximately 30 days after the asphalt court is installed. The new surface will provide players with lines for boundaries for both tennis and pickle ball.

Quotes were received from Court Surfaces & Repair, Inc. for \$8,850.00, C&H Sport Surfaces, Inc. for \$8,985.00, and Surface Pro for \$12,960.00.

The project is identified in the 2018-2027 Capital Improvement Plan (CIP). To date, the expenses have been \$42,081.00 for the new asphalt court, \$17,600.00 for new tennis court fencing and net posts leaving \$319.00 balance of the \$60,000.00 designated in Park and Recreation Fund for the surfacing. After reviewing the \$8,531.00 shortfall in the total project cost with the Town Finance Officer, it was determined that the shortfall could be covered by other projects that came under budget in the Park and Recreation Fund in 2018.

Action requested is to approve the quote, for the Eagle Park tennis court surfacing, from Court Surfaces & Repair, Inc. for \$8,850.00. With the \$8,531.00 shortfall be funded by other projects that came under cost from the Park and Recreation Fund.



Court Surfaces & Repair, Inc.



Troy D. Carlson • 16215 Yalta St. NE • Ham Lake, MN 55304 • 763-783-8086 • Fax: 763-785-7929
thcarlson@msn.com • www.csr-1.com

August 13, 2018

RE: SURFACING OF NEW TENNIS COURTS

White Bear Township / Eagle Park – (2) Tennis Courts (1,440s.y.)

The process to surface courts is as follows:

- High-pressure blow entire surface clean of dirt and debris.
- Patch and blend low areas, (“birdbaths”) to surrounding surface.
- Apply (2) textured coats of acrylic blended resurfacer to fill surface imperfections.
- Apply (2) textured acrylic color coats to the surface, colors Light / Dark Green.
- Upon curing roller apply 2” white playing lines per ASBA specifications.
- Apply (2) sets of Pickleball lines.

*CSR will need a water source supplied near facility location.

Total cost for surfacing 2 new courts is \$ 8,850.00.

CSR is fully insured for your project and will issue a certificate of insurance if requested. All work has a one-year *manufacturer's warranty* on materials used. *Warranty does not cover expansion joints.* If you have questions please call me @ (763)-783-8086.

The above price and specifications are satisfactory and are hereby accepted. CSR is authorized to do the above work specified. Payment is to be made upon completion of above specified work. *Note:* This proposal may be withdrawn if not accepted within 10 days.

Date Accepted ___/___/___ Signature _____ PO # _____
(Please assign a PO# and or mail / fax one signed copy. Fax (763)-785-7929.)

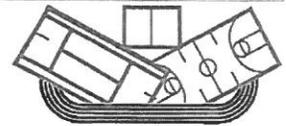
Thank you,


Troy D. Carlson
Court Surfaces & Repair Inc.

C & H Sport Surfaces, Inc.

Since 1970

TIM CARLSON
2312 SEURER ST.
NEW MARKET, MN 55054
PHONE: 952-461-5678
FAX: 952-461-5679



Quality and Dependability

August 13, 2018

Pete Tholen, Field Maintenance Supervisor
White Bear Township, MN
Email: pete.tholen@whitebeartownship.org

RE: COLOR SYSTEM INSTALLATION FOR TWO (2) NEW ASPHALT TENNIS COURTS AT EAGLE PARK

Pete,
Thank you for contacting C & H Sport Surfaces, Inc. regarding your tennis court facility. We have been in the tennis court, running track and basketball court industry for over 45 years and we pride ourselves on quality workmanship and dependable service. C & H Sport Surfaces, Inc. is a member of the BBB, USTA and MASMS.

4 COAT COLOR INSTALLATION ON NEW ASPHALT TO INCLUDE (APPROX 1440 SY):

- Sweep and high pressure blow entire court surface of loose materials, dirt and debris.
- Blend rough paving seams where necessary to surface using acrylic patch mixed according to manufacturer's specifications.
- Patch and blend low areas of depth, "bird baths", >1/8", after 1 hour of direct sun, using acrylic patch mix according to manufacturer's specifications.
- Apply 2, black, sand fortified, 100% acrylic filler coats over the entire court surface according to the manufacturer's specifications. These filler coats help fill surface voids and blend repair areas on the new asphalt surface.
- Apply 2, each, textured, acrylic color coats over the entire playing surface according to the manufacturer's specifications. Colors to be light green and dark green.
- Upon curing, apply 2" regulation, white tennis court playing lines according to USTA layout specifications.
- Application of two sets of 2", yellow regulation pickleball lines. One per court.

Total cost to complete project.....\$8,985.00

* Will honor quote for Spring of 2019 if unable to complete in 2018.

- * A water source will be needed near project location
- * 1 year manufacturer's warranty
- * New asphalt to cure 30 days and approved by others.
- * All sprinklers near project location must be turned off.
- * Use of SPORTMASTER Products
- * New asphalt to meet ASBA standards.

C & H Sport Surfaces, Inc. is fully insured for your project, and will issue a certificate of insurance upon request.
If you have any further questions, please contact Tim at 952-461-5678.

Thank you,


Tim S. Carlson
C & H Sport Surfaces, Inc.

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment is to be made within 30 days of project completion date. An interest rate of 18% will be added to all accounts that exceed the 30 day project completion date. Any collection fees due to nonpayment are to be paid by the customer. Cracks are not a warranty item. Upon acceptance, the surface may be played on.

Date: / / Authorized Signature: _____

A signed contract or PO# is required to schedule this project. I have read and understand the Terms and Conditions of this contract. Pg 2

NOTE: We reserve the right to withdraw this proposal if not accepted within 15 days.

C & H SPORT SURFACES, INC.

TERMS AND CONDITIONS:

- 1) PRICING: The prices set forth herein are based upon current prices and may be subject to change.
- 2) CHANGE ORDERS: An additional charge may be made to purchases for any material or labor additional to that specified herein necessary to make a complete installation in a workmanlike manner.
- 3) SITE CONDITIONS: Obstructions that may interfere with the installation shall be moved by Purchaser prior to commencing work. This contract does not contemplate the encountering of rock, swampy conditions, or boulders, etc. Should any of these conditions be encountered, Purchaser shall pay the actual cost of the additional work caused thereby, unless stated in this proposal.
- 4) JOB DELAYS: When work is started by C & H Sport Surfaces, Inc. under this contract, work may be continued to completion without interruption, including, without limitations, interruptions caused by other contractors or changes in the plans of the Purchaser. In the event that C & H Sport Surfaces, Inc. is required to withdraw from work after starting, Purchaser agrees to pay charges covering the actual expensed incurred. It is understood that when C & H Sport Surfaces, Inc.'s crew reports to the job site, this constitutes starting work.
C & H Sport Surfaces, Inc. shall not be responsible for delays, defaults or damages occasioned by any causes beyond C & H Sport Surfaces, Inc.'s control, including, without limitations, governmental actions or orders, embargoes, strikes, lock-outs, fires and weather.
- 5) UNDERGROUND OBSTRUCTIONS: Before work is started, Purchaser may be required to furnish C & H Sport Surfaces, Inc. with the location and character of any underground wire, pipes, sewers, conduits, obstructions, conditions, or restrictions of any nature which might interfere with or be damaged by C & H Sport Surfaces, Inc. in the course of the work or which might be the cause of injuries, or other damages. If the Purchaser fails to do so, or if any of the aforesaid are omitted from the information furnished to C & H Sport Surfaces, Inc., the Purchaser agrees to release, indemnify, hold harmless and defend C & H Sport Surfaces, Inc. from and against any and all liability, loss damages, fines and expenses caused thereby or from any claims, demands, or suits base thereon.
- 6) WARRANTY: (If included in proposal) All materials used hereunder are guaranteed for a period of one year from manufacturer's defects and in the event of any material failure, it will be repaired at labor costs only. The products used are guaranteed with respect to uniformity and quality. This warranty does not cover any form of surface cracking or re-cracking. In no event shall C & H Sport Surfaces, Inc. be liable for any consequential damages. There are no warranties which extend beyond the description of the face hereof, unless stated in the proposal.
- 7) PATCHING: of Low areas may not completely eliminate the ponding of water when resurfacing of old tennis courts.
- 8) MEASUREMENTS: refer to surface coatings and are based on asphalt dimensions inside from fence to fence. Additional asphalt on the outside the fence is not included and may be colored at additional costs.
- 9) BUILDING PERMITS: Permits if needed, including the payment of fees therefore shall be the sole responsibility of Purchaser.
- 10) BONDS, ADDITIONAL INSUREDS AND CERTIFICATES OF INSURANCE: will be issued upon request, at additional costs if necessary.
- 11) WATER SOURCE: Access to a pressured water source is required near project location at no cost to the contractor.
- 12) PREVAILING WAGES: This contract does not include prevailing wages unless "noted" on page 1 of contract.
- 13) PAYMENT: Payment shall be net cash upon receipt of invoice with 18% annual interest charges on accounts past 30 days. All accounts are payable in United State funds, free of exchange, collection or other charges. C & H Sport Surfaces, Inc. reserves the right to lien the owner of the property if timely payment is not received. Should the buyer default in its obligation herein, the buyer shall, in addition to other obligations herein, be liable to C & H Sport Surfaces, Inc. for all costs of collection including reasonable attorney's fees.
- 14) THE PURCHASER: shall provide and maintain necessary fences, temporary enclosures and barricades to adequately protect the project from persons and animals not involved with the contracted work, unless stated in the proposal.
- 15) SALE TERMS: The above and foregoing terms and conditions are the final expression of the terms and conditions of this contract, and are intended as a complete and exhaustive statement of the agreement. Modifications or change shall only be permitted by a signed writing between the Purchaser and C & H Sport Surfaces, Inc. This contract shall not be assigned by Purchaser, in whole or in part, without the written consent of C & H Sport Surfaces, Inc. and shall be binding upon the successors, administrators, executors or assigns of the parties hereto. Waiver of any default shall not be considered as a waiver of any subsequent default. No conditions, terms, agreements, or stipulations other than those stated Herein shall be binding on C & H Sport Surfaces, Inc.
- 16) LAW: This contract is subject to all applicable laws, regulations and ordinances of any federal, state or local governmental authority or agency.
- 17) SURFACE INSPECTION: During the initial inspection, it may be difficult to determine how a surface will respond to power spraying. While power spraying, bubbling or peeling may occur. If extensive bubbling or peeling occurs, it may be determined that stripping of the surface, (hydro blasting), may be required. The hydro blasting process strips the old surface to a solid substrate, usually down to the original asphalt surface. If it is determined, by the contractor, that hydro blasting is needed, there will be a delay in the resurfacing process. Hydro blasting will incur an additional cost to the purchaser. Due to the hydro blasting process, machining lines may be slightly visible when resurfacing is completed.

_____ INITIAL AND RETURN COPY WITH SIGNED CONTRACT

PROPOSAL



**3731 Thurston Ave
Suite 103
Anoka MN 55303
612-245-0750**

www.surfacepromn.com

**Proposal
Date: 8/8/2018**

Proposal Submitted To:

Pete Tholen
White Bear Lake Township
651-747-2776
pete.tholen@whitebeartownship.org

5485 Township Drive
to be completed spring of 2019

**We hereby bid to complete the following:
Resurface 2 tennis courts**

- *Surface Inspection and Cleaning:*

- Court will be cleaned thoroughly to remove all dirt and residue from the surface.
- Clear entire court of debris.
- Power wash all loose materials and debris from every part of the surface.

Note: this process will take an on site water supply

Court Inspection:

- Chips, Cracks, Dings- These areas will be repaired with portland and binder filler, applying pressure with a tool, such as a putty knife or trowel. This is done to insure that material comes in contact with all surfaces of the crack or void. The filler will be allowed to set a minimum of one hour. If material shrinks below grade level, material will be reapplied in the same manner and allowed to set.

Birdbaths (an area 1/8" under a 10' straight edge):

- *NOTE: BIRDBATHS AND LOW AREAS ARE ADDRESSED AT TIME OF PROJECT WITH ON SITE VISIT BY JOB SUPERVISOR OR LEAD*

- Birdbaths- These areas will be patched with Bond Coat mix. Areas to be repaired shall be dampened with water before spreading the mixture into the depression. After the mixture has attained an initial set, it will be troweled or broomed so that it is even and feathers into the adjacent surface.

- The mixture will then be allowed to dry prior to application of coatings. This process shall be repeated until the area is completely full and level. After material is cured, these areas shall be rubbed down to a rough finish with a rubbing brick.

- *Surfacing/Resurfacing:*

- Apply one squeegee coat of Acrylic Resurfacer (ACR) will be applied in strict accordance with the SportMaster product specifications and guidelines. Surface coats will be applied at the manufacturer's recommended rates per square yard for each coat.
- Apply two squeegee coats of SportMaster Color-plus Acrylic Tennis Court Paint in strict accordance with the SportMaster product specifications and guidelines. Acrylic paint coats will be applied at the manufacturer's recommended rates per square yard for each coat.

Line two tennis courts with white textured line paint according to USTA standards.

- **Colors to be light green and dark green with yellow pickle ball lines**

<ul style="list-style-type: none">• Total for surfacing 2 two color tennis courts, price includes all materials and labor: \$12,960.00

Payment information

Payment of 50% at start project (To be received by Surface Pro LLC before starting project)
Final payment of 50% upon completion.

WARRANTY AND NOTES:

All workmanship is warranted for 2 years, this includes and is limited to issues of peeling or de-lamination due to improper installation. De-lamination can occur due to water penetration and sitting water in puddles or low corners of the court, this is not covered in the 2 year warranty.

CRACKS:

1. Crack-filling does not imply crack elimination. Cracks can and often will reappear. This is normal, it is called reflection.
2. Surface Pro LLC is Not responsible for existing grades and drainage or compacting existing base.
3. Cracks if not patched will continue to expand over a period of time and conventional repair methods may become unavailable.
4. Surface Pro LLC is not responsible for cracks returning after repair.
5. A monthly finance charge of 2% will be added to any payments past due.

*This estimate is based solely on the contractor's observations at the time of entering into this contract. If additional concealed conditions are discovered once the work has commenced, which were not visible at the time of entering into this contract, Contractor will identify the unforeseen conditions and notify the Customer of any additional costs, if any.

*Customer agrees to pay for all unexpected or unanticipated extra costs, including but not limited to, soil corrections, protection of the project from weather conditions and all other similar costs. Customer will be responsible for all additional costs and time for work due to concealed conditions. Such conditions may also extend the time for completion of the work under this contract.

*Estimate does not include any allowance for hazardous waste removal. All hazardous waste removal will be treated as an unforeseen condition.

*The construction site will be a dangerous area. Customer waives all claims against builder for injuries or damages that customer or any member of customers family, friends, or guests may suffer while on or around the property during construction due to these and other hazards.

*All unforeseen conditions will be treated on a time and materials basis at the rate of \$65.00/ hour plus materials.

- We will remove all waste generated from our work.

- Contractor is not responsible for pets not properly restrained leaving the property.

-Direct contact with your job supervisor will be available to you at all times should you have any questions or concerns.

All material is guaranteed to be as specified, and the above work to be performed in a substantial workmanlike manner with payments made as follows.

Pre -Lien Notice

- 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.
- b. Under Minnesota law, you have the right to pay persons who supplied 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.

Respectfully submitted

Mike Langmade

This proposal may be withdrawn by us if not accepted within 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order (minimum change order cost is \$100.00), and will become an extra charge over and above the proposal price. All agreements are contingent upon accidents, or delays beyond our control.

—

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.



**Town Board Meeting
August 20, 2018**

Agenda Number: 8B – New Business

Public Works Director Item:

Subject: 2018 Pipe Joint Sealing – Receive & Approve Quote

Documentation: Public Works Director Memo w/ attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discussion

Based on Public Works Director Review & Recommendation:

- 1) Receive the Quotes From Hydro-Klean, Inc., & Ritter and Ritter Sewer Service, Inc.
- 2) Approve the Quote for the 2018 Pipe Joint Sealing Project to Ritter and Ritter Sewer Service, Inc., in the Amount of \$20,090.00 With Funding from the Sanitary Sewer Operating Budget.

MEMORANDUM

Date: August 15, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: 2018 Pipe Joint Sealing Quote Award

The Town has been actively reducing Infiltration/Inflow into the Town's sanitary sewer system (which, in turn, flows into the Metropolitan Council system) the last four years. The televising of the vitreous clay pipe around Bald Eagle Lake in 2016 indicated the need for pipe joint sealing. The lines have ground water leaking into the sanitary sewer system at various pipe joints.

Quote packages were emailed to the following three regional contractors for this work: Hydro-Klean, Inc., Ritter and Ritter, and Visu-Sewer, Inc. Of the three contractors, one, Visu-Sewer, Inc., was unable to provide a quote because of the specified completion of December 31, 2018.

Two quotes were received:

1. Hydro-Klean, Inc. for \$48,400.00. However, they were unable to include the 21" pipe joint sealing portion of the package), and
2. Ritter and Ritter Sewer Service, Inc. for \$20,090.00.

Both contractors are experienced in this type of work.

Funding for the pipe joint sealing project will be derived from the Sanitary Sewer Operating Budget.

It is recommended that the Town Board receive the quotes and award the project to Ritter and Ritter Sewer Service, Inc. for \$20,090.00.

Activity	Street section	Leaking joints identified during 2016 televising	MH to MH length	Estimated joints to seal in MH to MH length	Unit Price	Total	Note
Ritter & Ritter Sewer Service, Inc Quote by: Joy Larsen-Ritter							
Grout joints or Services in 8" line							
533 to 534	Division Street		390	20	\$120	\$2,400	
535 to MCES line	Division Street		162	10	\$135	\$1,350	
459 to MCES line	Hugo Court	32', 161.4', 239.7', 309.6'	446	22	\$120	\$2,640	
428 to 429	Orchard Avenue	33'	270	12	\$175	\$2,100	Will need to cut back service connection and seal service connection.
424 to 422	First Avenue	333.4'	470	23	\$120	\$2,760	
501 to 502	East Street Alley	59.8'	165	9	\$135	\$1,215	
429 to 427	Orchard Avenue	114.3'	225	12	\$135	\$1,620	
431 to 432	Auburn Avenue	68.9'	256	13	\$135	\$1,755	
Estimated total of 8" pipe joints				121			
Grout joints or Services in 21" line							
970 to MCES line	Constellation Drive	155.5'	155.5	1	\$1,000	\$1,000	
970 to 965	Centerville Road Easement	71'	124.1	1	\$1,250	\$1,250	
539 to 543	East Bald Eagle Boulevard	408.5' and 493.6'	489	2	\$1,000	\$2,000	
Estimated total of 21" pipe joints				4			
Total Cleaning and Televising footage				3102.6			
Grand Total Bid						\$20,090	

Activity	Street section	Leaking joints identified during 2016 televising	MH to MH length	Estimated joints to seal in MH to MH length	Unit Price	Total	Note
Grout Joints or Services in 8" line							
533 to 534	Division Street		390	20	\$ 400.00	\$ 8,000.00	
535 to MCEs line	Division Street		162	10	\$ 400.00	\$ 4,000.00	
459 to MCEs line	Hugo Court	32',151.4',239.7',309.6'	446	22	\$ 400.00	\$ 8,800.00	
428 to 429	Orchard Avenue	33'	220	12	\$ 400.00	\$ 4,800.00	Will need to cut back service connection and seal service connection.
424 to 422	First Avenue	335.4'	470	23	\$ 400.00	\$ 9,200.00	
501 to 502	East Street Alley	59.8'	165	9	\$ 400.00	\$ 3,600.00	
429 to 427	Orchard Avenue	114.3'	225	12	\$ 400.00	\$ 4,800.00	
431 to 432	Auburn Avenue	68.9'	256	13	\$ 400.00	\$ 5,200.00	
Estimated total of 8" pipe joints				121			
Grout Joints or Services in 21" line							
970 to MCEs line	Constellation Drive	155.5'	155.5	1	No Bid		
970 to 965	Centerville Road Easement	71'	124.1	1	No Bid		
539 to 543	East Bald Eagle Boulevard	408.5' and 493.6'	489	2	No Bid		
Estimated total of 21" pipe joints				4	No Bid		
Total Cleaning and Televising footage				2334	Included in Grouting		
Grand Total Bid						\$ 48,400.00	
NOTES:							
City exposes/finds manholes							
RR Permitting, Prevailing Wage, and Insurance not included							
If bench reforming is required, a \$950 charge will be assessed							



**Town Board Meeting
August 20, 2018**

Agenda Number: 8C – New Business

Town Engineer Item:

Subject: Sanitary Sewer Pipe Lining Improvements – Receive & Approve Quote

Documentation: Town Engineer Correspondence w/ attachment

Action / Motion for Consideration:

Report at Meeting / Discussion

Based on Town Engineer Review & Recommendation:

- 1) Receive the Quote From Insituform
- 2) Approve the Quote for the Sanitary Sewer Pipe Lining Improvements to Insituform in the Amount of \$46,988.70 With TKDA Performing the Construction Observation for an Amount Not to Exceed \$5,800 Noting that the Project was in the CIP & is Funded Through the Sanitary Sewer Fund

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

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.



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

August 15, 2018

Honorable Chairman and Town Board
1281 Hammond Road
White Bear Township, MN 55110

Re: Sanitary Sewer Pipe Lining Improvements
White Bear Township, Minnesota
TKDA Project No. 16627.009

Dear Board Members:

Quotes for the referenced project were received on August 15, 2018, at 9:00 AM with the following results. A complete Tabulation of Quotes is enclosed for your information.

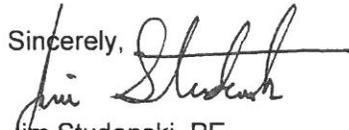
<u>Contractor</u>	<u>Total</u>
Insituform	\$46,988.70
Hydro Klean	Did not quote
Visu-Sewer	Did not quote
Engineer's Estimate	\$49,646.00

Recommendation

We recommend that you accept Insituform's quote and award the Contract to Insituform for their Total Bid of \$46,988.70. Though we only received one bid, it is a competitive price for the Township based on the size of the project and recent projects completed. Hydro Klean and Visu-Sewer did not bid due to schedule and heavy workload this fall. TKDA will perform the construction observation for an amount not-to-exceed \$5,800.00. The project covers CCTV inspection, cleaning, lining the sewer, temporary conveyance, and restoration.

The project has a final completion date of December 14, 2018. The project is in the CIP and is funded through the Sanitary Fund.

Please do not hesitate to call me with any questions or comments.

Sincerely,

Jim Studenski, PE
Town Engineer

Enclosure

cc: Bill Short, Town Clerk
Dale Reed, Public Works Director



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

TABULATION OF QUOTES
 SANITARY SEWER PIPE LINING IMPROVEMENTS
 WHITE BEAR TOWNSHIP, MINNESOTA
 RECEIVED: AUGUST 15, 2018 AT 9:00 AM
 TKDA PROJECT NO. 16627.009

ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		INSITUFORM	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	CLEAN & TELEWISE SEWER	1546	LF	\$10.00	\$ 15,460.00	\$ 2.80	\$ 4,328.80
2	8-INCH CIPP LINING, MH 675 TO MH 699	1308	LF	\$17	\$ 22,236.00	\$ 24.30	\$ 31,784.40
3	8-INCH CIPP LINING, MH 699 TO MH 701A	238	LF	\$25	\$ 5,950.00	\$ 39.20	\$ 9,329.60
4	TEMPORARY CONVEYANCE	1	LS	\$3,000.00	\$ 3,000.00	\$ 429.00	\$ 429.00
5	RESTORATION	1	LS	\$3,000.00	\$ 3,000.00	\$ 1,116.90	\$ 1,116.90
TOTAL BID				\$	\$ 49,646.00	\$	\$ 46,988.70



**Town Board Meeting
August 20, 2018**

Agenda Number: 8D –General Business

**Subject: White Bear Lake Historical Society Historic Site
Management Agreement - Town Hall – Sara Markoe to
Attend**

Documentation: Agreement

Action / Motion for Consideration:

Sara to Report at Meeting / Discussion

WHITE BEAR LAKE AREA HISTORICAL SOCIETY
HISTORIC SITE MANAGEMENT AGREEMENT

WHEREAS, the Town of White Bear, 1281 Hammond Road, White Bear, Minnesota (Town) wants to share responsibilities for the operation of the White Bear Town Hall (Site) with the White Bear Lake Area Historical Society (Manager);

WHEREAS, the Manager wishes to assume these responsibilities; and

WHEREAS, the Town and the Manager intend that this Agreement will mutually benefit both organizations and the Site by: conducting a capital campaign to raise funds for the town hall restoration; increasing local interest in and support for the Site; reducing duplication and cost of services and programs; and improving and/or expanding the Site's visitation, interpretation, promotion, security, and operations;

NOW, THEREFORE, THIS AGREEMENT is entered into by and between the Town and the Manager in consideration of the mutual promises and obligations set forth herein. The parties hereby agree as follows :

1. The Manager shall restore, manage, preserve, use, and otherwise interpret the Site for historical, educational, and other compatible purposes for the Town of White Bear's Fiscal Years (FY) 2017 and 2018, the Site further described as follows:

The Town owned property at the west end of Polar Lakes Park (1280 Hammond Road) known as the White Bear Town Hall site.

2. The authorized agent of the Manager for the purposes of this Agreement is the Executive Director, White Bear Lake Area Historical Society. Any and all notices, reports, or other submissions to the Manager shall be made to this individual or her successor in office at the following address:

Sara Hanson
Executive Director
White Bear Lake Area Historical Society
PO Box 10543
White Bear Lake, MN 55110

The authorized agent of the Town for the purposes of this Agreement is the Town Clerk. Any and all notices, reports, or other submissions to the Town shall be made to him, or his successor, and any Town approvals shall come from this individual or his successor at the following address:

William Short
Clerk/Treasurer
Town of White Bear
1281 Hammond Road
White Bear, MN 55110

3. The Manager shall be responsible for the operation, maintenance, interpretation, and other expenses of operating the Site, including the hiring, training,

and supervision of any paid or volunteer staff necessary to fulfill the terms of this Agreement. It is hereby expressly understood that any staff, so hired, trained, or supervised, shall be employed by the Manager, not the Town.

In general, the Manager shall administer, develop, and maintain the premises with reference to this Agreement. More specifically, the Manager shall assume regular operational responsibilities for the Site, including, but not limited to, the following tasks:

- A. Procuring additional funds necessary to restore the Site through a capital campaign and allowing the WBLAHS to receive donations on behalf of the town hall restoration project.
- B. Recruiting, hiring, training, and supervising all Site personnel.
- C. Keeping the Site's grounds and buildings open to the public for a minimum of six to eight (6-8) days per year in 2017 and thirty (30) days per year in 2018. May through October
- D. Maintaining an interpretive program that is of a quality commensurate with the resources available to the Site using interpretive program formats that meet accepted professional standards, i.e., guided tours, exhibits, living history, interpretive brochures, etc.
- E. Promoting the Site in a manner that follows the Town's applicable brand guidelines and uses such means as news releases, posters, public service announcements, social media, brochures, etc. The cost of such promotion shall be borne by the Manager, except as otherwise provided for in this Agreement.
- F. Maintaining and making minor repairs, to all of the Site's physical facilities such as grounds, gardens, buildings, etc. in accordance with this Agreement.
- G. Maintaining and properly caring for the Site's historic interiors, collections, furnishings, artifacts, and objects, whether on display or in storage at the Site.
- H. Managing the collection of donations (monetary or otherwise), including but not limited to solicitation, acknowledgement and cataloguing.
- I. Managing and supervising expenditures approved for the restoration of the site.

4. The Manager may charge an admission fee for entrance to the Site.

5. The Manager may conduct a museum store resale program at the Site. All costs associated with conducting said program will be the responsibility of the Manager. All merchandise for said program will be the property of the Manager.

6. As consideration for its duties and responsibilities under this Agreement, the Township shall pay \$20,000.00 to be spent for managing the capital campaign, as well as the operation, maintenance, interpretation, and other expenses for the site.

Said funds will be released upon receipt of a letter of request for funds from the Manager. Said funds will become the property of the Manager, and their distribution and use shall be governed by the conditions of this Agreement. Funds may be used only for the capital campaign, operations, maintenance, interpretation, and/or other expenses of the Site. They may not be used to pay for any other space or property that the Manager may otherwise rent, lease, own, operate, or manage, or for any other activities or programs that the Manager conducts, operates, manages, or is otherwise associated with.

The Manager shall maintain full and complete records of the use of these funds. These records, as well as other books, documents, and accounting procedures and practices of the Manager relative to the funds, shall be subject to examination by the Town for a period of five (5) years following the expiration or termination of this Agreement.

As a condition of accepting these funds, Manager agrees to submit to the Town a financial report documenting the use of Town funds and donations to the capital campaign. Said report must be received by March 1st for each Fiscal Year. If said report is not received by the Town, future funds will not be released until said report is received.

The funding obligations contained in this Agreement are not effective until the Town has received and approved the necessary information and encumbered the funds in its accounting system.

7. The Manager shall report to the Town, on a timely and regular basis, any major repairs that are needed as a result of normal operation of the Site. These include but are not limited to: minor roof repairs, minor structural repairs, limited window or door replacement, painting and finishing, safety, fire and security, and mechanical improvements. The Town will evaluate these needs and, as appropriate, include them in the Town's annual budgeting process. This process does not, however, ensure that any particular need will be funded, nor does it give the Manager any specific right regarding such funding. The Town may initiate repairs to the Site as they determine necessary upon providing notice to the Manager.

8. The Manager shall account for and assume responsibility for artifacts and other tangible property donated or loaned to the Manager by parties other than the Town. The Town is not liable for, nor does it insure, any items at the Site that it does not own.

9. The Manager shall maintain the level of security established by the Town and prohibit any use of the Site that violates security levels or is otherwise inappropriate in concert with the Ramsey County Sheriff's Department.

10. The Manager shall maintain the Site in a historically correct condition.

11. Upon expiration or termination of this Agreement, the Manager shall promptly remove its property and otherwise restore the Site to the Town's satisfaction.

12. The Town hereby agrees to publicize the Site through its relevant marketing initiatives, to include, but not limited to social media, website, and publications.

13. The Manager hereby agrees to share marketing materials it creates related to the Site with the Town's staff, to include, but not limited to newsletters, press releases, the Manager's website and electronic media related to the Site, and brochures.

14. The Town shall repair or replace signs related to the Site, if necessary.

15. The Manager shall comply with all applicable laws, statutes, and ordinances.

16. The Town will maintain its general public liability and property insurance for the benefit of the Manager with respect to the operation of the Site pursuant to this Agreement. The Town shall not be liable to the Manager, its officers, directors, agents, or employees for any claim or loss arising as a result of, or related to, this Agreement, except insofar as such claim results from the Town's failure to perform its obligations hereunder.

The Manager agrees to hold the Town harmless from any claims or charges arising in any way out of the operation of the premises and to reimburse the Town for any and all losses it incurs as a result of such claims. This provision shall not, however, apply to such claims or losses for which the Town or the Manager is provided coverage under the Town's general public liability insurance policies or umbrella policies. In addition, the Manager will maintain general liability coverage and list the Town as an additional insured throughout the term of this Agreement.

17. The Manager shall neither assign nor transfer any rights or obligations under this Agreement without the Town's prior written consent.

18. Any and all amendments to this Agreement shall be in writing and executed by the same parties who executed the original Agreement, or their successors in office.

19. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party, in which case the Manager shall return any unused funds to the Town.

20. No residential use may be made of the Site.

21. Upon execution of this Agreement, any and all previous agreements relating to the management of the Site shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have set their hands hereunto on dates indicated below.
TOWN OF WHITE BEAR AND THE WHITE BEAR LAKE AREA HISTORICAL SOCIETY

William F. Short, Town Clerk
Town of White Bear

Date

Sara Hanson, Executive Director

Date



**Town Board Meeting
August 20, 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