



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

Board of Supervisors
ED M. PRUDHON, *Chair*
STEVEN A. RUZEK
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AGENDA TOWN BOARD MEETING JANUARY 23, 2019

1. **7:00 p.m.** - Call to Order at Heritage Hall, 4200 Otter Lake Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of Special Meeting of December 28, 2018 & Organizational & Regular Meeting of January 7, 2019.
5. **Consent Agenda:**
 - A. **Auditor Contract** - Approve 2019 Auditor Services Contract.
 - B. **Vacation of Excess Right-of-Way, 5331 West Bald Eagle Boulevard** – Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road @ 7:00 p.m. to Consider the Excess Right-of-Way Vacation Request.
 - C. **Park Board Recommendations** –
 1. Authorize TKDA to Put Together a Grading Plan for the Fitness Court at a Cost not to Exceed \$2,000.00.
 2. Approve the Kayak Storage Policy with Fees & Placement of a Sign on the Rack.
 3. Authorize Staff to Contact Lisa Beecroft Regarding Fundraising & to Negotiate Fundraising as Part of her Contract.
 4. Authorize Work to be Started with Lisa Beecroft to Define Fundraising Opportunities & to Come Back With a Proposal.
 - D. **Township Arborist** – Appoint S & S Tree and Horticultural Specialists, Inc. as the Township Arborist for 2019.
 - E. **4th Quarter Construction Report** – Receive Report.
 - F. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the

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



recycled paper

XcelEnergy Permit to Perform General Maintenance in the Right-of-Way at Stillwater/Division/Park/Eagle/Buffalo/Portland/Lake/Hugo/Leibel Streets
With all Work to be Performed in the Right-of-Way.

6. **Old Business:** None.
7. **Public Hearings:**
 - A. **Calvary Church, 4604 Greenhaven Drive** – Continuation of Hearing to Consider the Granting of a Conditional Use Permit to Allow Construction of 6,000 Square Feet of Classroom Space.
 - B. **Zoning Ordinance Amendment** – to Consider Amendments to Section 3 & Section 8 of Ordinance No. 35 (Zoning) as it Relates to Vegetation Clearing.

8. **New Business:**

Town Planner Item:

- A. **Lake Links Trail – Highway 96 Section, North of White Bear Lake:**
 1. Approve the Joint Powers Agreement with the City of White Bear Lake.
 2. Approve Proposal from SEH to Perform Trail Planning Services.

Town Engineer Items:

- B. **2019 Street Improvement Projects:**
 1. Authorize TKDA to Prepare a Feasibility Report.
 2. Adopt a Resolution of Intent to Reimburse.
 3. Assessment Policy Discussion.
- C. **Hammond Road Water Tower Painting** – Authorize Preparation of Plans & Specifications.
- D. **Lift Station #9 Rehabilitation** - Authorize Preparation of Plans & Specifications.

Public Works Director Items:

- E. **Probationary Period** – Timothy Cunningham, Public Works Department.

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- F. **Public Works Service Door Canopies:**
 - 1. Approve Revised Plans & Specifications.
 - 2. Authorize Advertisement for Quotes.
- G. **2019 Sealcoat Project:**
 - 1. Approve Plans & Specifications.
 - 2. Authorize Advertisement for Bids.
- H. **West Avenue Handicapped Access:**
 - 1. Receive Quotes.
 - 2. Award Quote.

General Business:

- I. **Township Administrative Office Upgrades:**
 - 1. Approve Invitation to Bid.
 - 2. Authorize Advertisement for Bids.
- 9. **Added Agenda Items.**
- 10. **Open Time.**
- 11. **Receipt of Agenda Materials & Supplements.**
- 12. **Adjournment.**

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**Town Board Meeting
January 23, 2019**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of January 23, 2019 Agenda
Approval of Payment of Bills

Approval of Minutes of Special Meeting of December 28,
2018 & Organizational & Regular Meeting of January 7,
2019 (Additions/Deletions)

Documentation: January 23, 2019 Agenda
Minutes of December 28, 2018 & January 7, 2019
Meeting

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	January 23, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	Minutes of Special Meeting of December 28, 2018 & Organizational & Regular Meeting of January 7, 2019 (additions/deletions)

**MINUTES
SPECIAL TOWN BOARD MEETING
DECEMBER 28, 2018**

The meeting was called to order at 10:55 a.m.

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk-Treasurer: Christopherson; Attorney: Lemmons; Public Works Director: Reed; Planner: Riedesel. Others: McCune; Senator Chamberlain; Dana Raines; Kay Sargent.

APPROVAL OF AGENDA (Additions/Deletions): Prudhon moved approval of the agenda with the following amendments: Add 6A) Payment of bills; 6B) Tobacco License Renewal. Ruzek seconded. Ayes all.

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

CONSENT AGENDA: There were no Consent Agenda items.

ZEN ASIA – APPROVE RENEWAL OF THE 2019 ON-SALE & SUNDAY LIQUOR LICENSE FOR ZEN ASIA, 1011 MEADOWLANDS DRIVE, SUITE 8: Zen Asia has submitted their Liquor License Renewal information along with the 2019 license fee in the amount of \$3,000.00. Zen Asia has provided the “Food to Liquor Sales Ratio” letter and the Certificate of Insurance has been received.

Ruzek moved, based on Staff review and recommendation to approve the 2019 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8, White Bear Township, Minnesota 55127 for the period of January 1, 2019 through December 31, 2019; to authorize signature of the license by the Town Clerk; and to authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing. Prudhon seconded. Ayes all.

BALD EAGLE LIQUOR – APPROVE RENEWAL OF THE 2019 OFF-SALE LIQUOR LICENSE FOR BALD EAGLE LIQUOR, 5960 HIGHWAY 61: Bald Eagle Investments, LLC d/b/a/ Bald Eagle Liquor has submitted their completed Liquor License Renewal information along with the 2019 license fee in the amount of \$500.00. The Certificate of Insurance has been received.

Ruzek moved, based on Staff review and recommendation to approve the renewal of the 2019 Off-Sale Liquor License for Bald Eagle Investments, LLC, d/b/a/ Bald Eagle Liquor, 5960 Highway 61, White Bear Township for the period of January 1, 2019 through December 31, 2019; to authorize signature of the license by the Town Board Chair and Town Clerk; and to authorize Staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing. Prudhon seconded. Ayes all.

TOBACCO LICENSE RENEWALS: 1) Approve 2019 Tobacco License for White Bear Township Holiday, 1150 County Road J; 2) Approve 2019 Tobacco License for Cub Foods, 1059 Meadowlands Drive; 3) Approve 2019 Tobacco License for Holiday

MINUTES
SPECIAL TOWN BOARD MEETING
DECEMBER 28, 2018

StationStores, 5970 Highway 61; 4) Approve 2019 Tobacco License for Bald Eagle Investments, 5960 Highway 61: Pursuant to Ordinance No. 69 (Tobacco), background checks has been requested and received for all four businesses. Staff spoke with the North Suburban Tobacco Compliance Office and they stated compliance inspections have been performed for 2018 and that their report will be sent after year end.

Ruzek moved to approve the 2019 Tobacco License for White Bear Township Holiday, 1150 County Road J, White Bear Township. Prudhon seconded. Ayes all.

Prudhon moved to approve the 2019 Tobacco license for Cub Foods, 1059 Meadowlands Drive, White Bear Township. Ruzek seconded. Ayes all.

Ruzek moved to approve the 2019 Tobacco License for Holiday Stationstores, 5970 Highway 61, White Bear Township. Prudhon seconded. Ayes all.

Prudhon moved to approve the 2019 Tobacco License for Bald Eagle Investments, 5960 Highway 61, White Bear Township. Ruzek seconded. Ayes all.

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

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

Prudhon moved to adjourn the meeting at 11:04 a.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Clerk-Treasurer

**MINUTES
ORGANIZATIONAL AND REGULAR TOWN BOARD MEETING
JANUARY 7, 2019**

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

Present: Supervisors: Prudhon, Ruzek, McCune; Clerk-Treasurer: Christopherson; Attorney: Lemmons; Public Works Director: Reed; Engineer: Poppler.

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved approval of the agenda with the following amendments: Delete General Business Items 10B) Code Enforcement Officer – Discussion; and Item 10C) Coal Tar/PAH's – Discussion and refer both to Executive Meeting. McCune seconded. Ayes all.

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

APPROVAL OF MINUTES OF DECEMBER 17, 2018 (Additions/Deletions): Ruzek moved approval of the Minutes of December 17, 2018 with minor corrections. McCune seconded. Ayes all.

OATH OF OFFICE – Steven A. Ruzek, Scott McCune: The Clerk-Treasurer administered the Oath of Office to Steven Ruzek and Scott McCune. Congratulations were extended.

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

Town Board Vice Chair: Prudhon moved to appoint Steve Ruzek as Town Board Vice Chair for the coming year. McCune seconded. Ayes all.

Clerk-Treasurer: Ruzek moved to appoint Patrick Christopherson as the Town's Clerk-Treasurer for the coming year subsequent to the six (6) month probationary period. McCune seconded. Ayes all.

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

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

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

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TOWN BOARD ORGANIZATIONAL & REGULAR TOWN BOARD MEETING
JANUARY 7, 2019

Economic Development Coordinator: Ruzek moved to appoint Patrick Christopherson as Economic Development Coordinator for the coming year. McCune seconded. Ayes all.

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

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

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

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

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

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

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

Ruzek moved to appoint Scott McCune as Pubic Safety Commission liaison for the coming year. Prudhon seconded. Ayes all.

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

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

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

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

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

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

Prudhon moved to appoint Steve Ruzek as the Town's primary representative and Patrick Christopherson as alternate representative to the White Bear Area Chamber of Commerce for the coming year. McCune seconded. Ayes all.

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

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

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

Ruzek moved to appoint Jim Studenski & Larry Poppler, TKDA & Associates as the Town Engineers for the coming year. McCune seconded. Ayes all.

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

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

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

Ruzek moved to appoint Brad Woznak, Short, Elliot, Hendrickson, as the Town's Environmental Consultants / Scientists / Traffic / Transportation Consultants for the coming year. McCune seconded. Ayes all.

Ruzek moved to appoint Officer Mario Lee, Ramsey County Sheriff's Office as the Town's Animal Control Officer for the coming year. McCune seconded. Ayes all.

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

Ruzek moved to appoint Joan Clemens and Megan Cavanaugh as the Town's Recording Secretary for the coming year. McCune seconded. Ayes all.

Ruzek moved to appoint Lisa Senopole as the Town's Cable Technician for the coming year. McCune seconded. Ayes all.

Ruzek moved to appoint Dr. Amy Kruchowski & Dr. Shelly Langlie, Lake Animal Hospital, as the Town Veterinarians for the coming year. McCune seconded. Ayes all.

Town Arborist was not included, however it was noted that there is one, and will officially be appointed at the January 23, 2019 Town Board Meeting.

ROBERTS RULES OF ORDER – ADOPT AS RULES OF CONDUCT FOR MEETINGS:

Ruzek moved to adopt Roberts Rules of Order as the Official Rules of Conduct for Town Board Meetings and appoint the Town Attorney as Parliamentarian for the Town Board Meetings. McCune seconded. Ayes all.

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

OFFICIAL NEWSPAPER – DESIGNATE OFFICIAL NEWSPAPER: Ruzek moved to designate the White Bear Press as the Official Newspaper for the Township for 2019. McCune seconded. Ayes all.

ESTABLISH MEETING DATES – TOWN BOARD / RATIFY EDA MEETING DATES: Ruzek moved to set the first Monday of each month as the Regular Town Board Meeting date, and to set the third Monday as the Special Town Board Meeting date (unless otherwise designated by the Town Board), with meetings to be held at Heritage Hall, 4200 Otter Lake Road, starting at 7:00 p.m.; to set the fourth Friday of each month as the date for the Town Board Executive Meeting (unless otherwise designated by the Town Board), with meetings to be held at the Township Administrative Offices, 1281 Hammond Road, beginning at 11:00 a.m.; ratify the EDA action to set the third Monday of each month as the regular meeting date for the Economic Development Authority Meetings (unless otherwise designated by the Town Board), to be held at Heritage Hall, 4200 Otter Lake Road, beginning at 6:40 p.m. McCune seconded. Ayes all.

ADVISORY BOARDS / COMMISSION MEMBERS / SERVICE PROVIDERS – RECOGNIZE SERVICE: McCune recognized and thanked the individual Economic Development Advisory Board members as follows: Scott McCune, Paul Keleher, Beth Artner, Robert Scherman, Thomas Horak, Curt Brunner.

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Ruzek recognized and thanked the following Park Board members: Erik Josephson, Scott Lombardi, Patricia Lee, Steve Reeves, Salena Koster, Curt Akenson.

Ruzek recognized and thanked the following Planning Commission members: Steve Swisher, Ronald Denn, Beth Artner, Zachary Flan, David Kotilinek, Bill Patrick, Monica Loes.

Prudhon recognized and thanked the following Public Safety Commission members: Stephen Lee, James Linn, Patrice Pozzini-Stedman, Sandra LeBlanc, Richard Brueckner, Janice Timmers, Connie Anderson, Mark Griffin (alternate).

McCune recognized and thanked the following Utility Commission members: Paul Groschen, Nancy Pehrson, Trent Bernstein, Dennis Deloach, Scott McCune, Sylvia Hesse, George Fredericks.

Prudhon recognized the following Township Public Service Providers: Ramsey County Sheriff's Office and the White Bear Lake Fire Department.

CONSENT AGENDA: Ruzek moved to approve the Consent Agenda as follows: 7A) Approve Freezing Utility Connection Charge for 2019; 7B) Approve 2019 Northeast Youth & Family Services Agreement; 7C) Approve 2019 Fire Service Contract Addendum; 7D) Call a Special Town Board Meeting for Monday, January 14, 2019 Beginning at 4:00 p.m. at Lucy's Burger's, 1190 County Road J, #700 to Attend a Retirement Gathering; 7E) Call a Special Town Board Meeting for Tuesday, January 15, 2019 Beginning at 6:00 p.m. at the White Bear Lake City Council Chambers to Attend a Lake Level Meeting; 7F) Receive Roger Carlson's Request for Speed Limit Sign and Refer to Sheriff's Office for Review & Comment; 7G) Based on Staff Review & Recommendation, Designate Institutions Outlined in the Staff Memo Dated January 7, 2019 and Adopt Resolution Designating Persons to Handle Township Bank Accounts; 7H) Adopt Resolution Not Recognizing Columbus Day as a Holiday; 7I) Adopt Resolution Recognizing the Friday After Thanksgiving as a Holiday; 7J) Adopt Resolution to Participate in I-35E Corridor Management Team for 2019. McCune seconded. Ayes all.

TOWN PARKS TRASH & RECYCLING RECEPTACLES – RECEIVE QUOTES AND APPROVE PURCHASE: The Public Works Director reported that Public Works would like to continue the phased replacement of damaged trash and recycling receptacles, with new receptacles, at the Township's 25 parks. The Township currently has a mix of exposed concrete aggregate, recycled plastic and expanded metal trash and recycling receptacles. The new receptacles will be surface mounted to a concrete pad base. Public Works will pour the base and mount the receptacles this coming spring/summer. Quotes were requested, and received, from three vendors that supply the trash and recycle receptacles as follows: 1) Kay Park Recreation was the lowest quote for \$12,757.40; 2) Kirby Built was the second lowest quote for \$13,557.18; and 3) Barco Products for \$14,420.26. The proposed purchase is identified in the 2018-2027 Capital Improvement Plan. Funding for the trash receptacle amount of \$7,382.40 will be provided by the Parks Fund; the recycling receptacles will be funded by the SCORE Fund in the amount of \$5,357.00 for a total expenditure of \$12,757.40. The receptacles will be ordered now, if approved, and installed in the spring.

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Ruzek moved, based on Public Works Director's review and recommendation to receive the quotes and approve the quote from Kay Park Recreation in the amount of \$12,757.40, with \$7,382.40 in funding from the Park Improvement Fund and \$5,375.00 from the SCORE Fund. McCune seconded. Ayes all.

PAVEMENT MANAGEMENT PLAN – ACCEPT AND APPROVE THE PAVEMENT MANAGEMENT BOOKLET: Larry Poppler, TKDA, reported that a primary function of Township government is to provide safe yet economical local roadways to serve the public. The Town Board approved a study of Township roadways to understand the current condition of the roadway system as a whole and to determine appropriate next steps to manage these roadways. TKDA has completed the study and has assembled the information within a document title "Pavement Management Booklet" prepared for White Bear Township.

At the Town Board Executive Meeting on December 28, 2018, a draft was presented of the Pavement Management Booklet which contained the following:

1. Executive Summary with Recommendations
2. General Pavement Management Background
3. Data Analysis and Maps of White Bear Township Streets
4. Improvement Costs
5. Funding Options
6. Communication Plan

The Town Board discussed and provided the following comments and direction:

- Discussed funding challenges, but appreciated the information to move forward with strategic programming for street improvements
- Directed TKDA to finalize the Pavement Management Booklet for consideration at tonight's meeting
- Directed TKDA to provide a presentation of the findings at tonight's meeting
- Directed that the Assessment Policy be reviewed for consideration of amending the assessment rate
- Directed that the Annual Meeting include discussion of pavement management.

The finalized Pavement Management Booklet will present the findings of the report of the Town Board for acceptance and approval.

Approval of the Pavement Management Booklet does not obligate the Town Board to complete recommended improvements, but provides background data for consideration of roadways for possible improvement. This necessary first step provides the foundation for improvements to move forward. As roadways are selected for possible improvement, each project will be studied further and publicly vetted. As discussed in the booklet, performing the right improvement at the right time provides value to the citizens of White Bear Township by maximizing the longevity of the costly initial investment.

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The Engineer recommended the following action by the Town Board tonight; 1) direct staff to amend the assessment policy; and 2) direct the Town Engineer to provide quote for feasibility engineering services for 2019 street improvements.

The Town Engineer noted that if the Town street system were built today it would cost over \$80 million in today's dollars. He reported that his report tonight will include: 1) General pavement management background; 2) data and analysis of Township streets; 3) improvement costs; 4) funding; and 5) communication plan.

White Bear Township Pavement Management: White Bear Township has 42.9 miles of Township roadways. If built today, the cost of these roadways would be over \$80 million. In order to manage this costly investment, pavement management planning is necessary to assure the residents that they are receiving the best value for the costs paid to construct the roadway system. Township staff rate the pavement of each street in the community on a scale of 0 to 5 and use this information to prioritize improvements. Using the current street ratings, the overall rating of the street system is 3.4 which is good overall. The goal of the Township should be to preserve the overall rating between 3.4 – 3.6. Today, nearly 11 miles of street are at or below a rating of 2.2 which is rating where rehabilitation or reconstruction should be considered. These 11 miles represent nearly a quarter of the street system, which is a high percentage. Performing street improvements at the right time provides the best value in preserving the costly initial construction investment. Strategically completing crack sealing, seal coating, and mill and overlay improvement is smart management of the Township dollars. More costly rehabilitation or reconstruction is needed once the streets have degraded to a point where mill and overlay improvements would have limited value.

Costs per square foot were prepared for various types of improvements. The costs include mill and overlay with bituminous curb \$3.00/SF; mill and overlay with concrete curb and gutter \$4.00/SF; rehabilitation with concrete curb and gutter \$5.00/SF; reclamation adding new concrete curb and gutter \$9.00/SF; and reconstruction adding concrete curb and gutter \$12.00/SF.

In order to receive 60 years of street life, the Township should be completing at least \$2.2 million in today's dollars in street improvements per year, not including crack sealing and seal coating. Without this yearly investment, some streets will slide into more costly repairs and future Township property owners will bear the burden of these street improvements. This minimum yearly investment is needed to keep the overall street network rating within the desired range.

Using costs per square foot, project groupings were analyzed over the next five years. The analysis assisted in the creation of a recommended funding plan for street improvements. The funding plan also analyzed the assessment rates comparing assessments for 100%, 50% and 40% of the street costs. It is recommended that the assessment policy be revised from 100% to assess 50% of the street improvement costs to assure that the assessment meets State Statute criteria for benefit. It is also recommended that the Township bond for the improvements over a 10-year period. This bonding will allow the Township to phase in their street investments over a 10-year period to lessen the tax burden.

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A communication plan utilizes a variety of communication tools to inform the public including mailed brochures, informational meetings, open houses, project questionnaires, project newsletters, Township website, and individual meetings or communication. The Annual Town Meeting is also an opportunity to discuss this topic with the residents of the community.

Pavement Degradation: Many factors account for roadway deterioration including: drainage; underlying soil conditions; original street construction; traffic volumes / loading; time; weather; utility impacts / patches. **Drainage:** The most important contributor in road deterioration is drainage. If surface drainage is not controlled properly and removed from the roadway as well as the roadway base, the street will deteriorate at a pace much higher than a street with good drainage control. The addition of curb and gutter and storm sewer pipe assists in the control of drainage. **Underlying Soil Conditions:** The second most important contributor to road deterioration is the underlying soils in which the street was constructed. If a road is built over sand materials, the roadways tend to perform well. However, if the same roadway was constructed over clay or silt material the roadway will have cracking, settlement, or potholes much sooner in the life of the street. **Original Street Construction:** Much has been learned about the degradation of pavement. Today's recommendations for streets are more robust simply because so much more has been learned about how these streets will perform over time. **Traffic Volumes and Loading:** The amount of traffic as well as the weight of the traffic on a street is a contributor to roadway degradation. Loading over time can also degrade the aggregate beneath the roadway. **Time:** Bituminous pavement is a flexible material and will flex as a vehicle is travelling over the pavement. Overtime, bituminous oxidizes which made the pavement more brittle and susceptible to cracking. The process of oxidation can be seen as the pavement starts at a dark black state and gradually lightens. **Weather:** If moisture is not removed from the street it can add to the degradation of the street. **Utility Impacts:** The roadway corridor includes many utilities including water, sewer, storm sewer, gas, electric, cable, and telephone. Patching of the street after maintenance of the utilities disturbs the pavement section and the underlying soils which can lead to settlement. A number of patches on one roadway can create ride-ability issues.

The Engineer provided an overhead showing various Town streets and street conditions. **Pavement Improvements: Crack sealing / seal coat:** Crack sealing helps prevent the road from widening or developing other cracks nearby and is done ahead of seal coating. It prevents water from entering the unsealed cracks and causing softening of the pavement. **Asphalt Patching:** Milling and asphalt is a temporary measure to keep streets drivable, plow able, and functioning until a street improvement is performed. This type of repair of the roadway has limited value in extending the life of the street, but is more of a temporary fix. **Mill and Overlay:** This improves the existing road in place. It consists of grinding and removing the top layer of the pavement, typically 1.5 to 2 inches. Performing mill and overlay will extend the life of the existing pavement typically by 15 years. **Rehabilitation:** If the roadway already has a curb and gutter and is in good condition, a pavement rehabilitation can be used to upgrade the street conditions. Rehabilitation includes removal or milling of the full depth of bituminous, checking aggregate base materials, and paving over the upgraded or existing base material. **Reconstruction:** Includes the complete removal of pavement, curb, and base material and replacement with class 5 aggregate, bituminous, new concrete curb and gutter, storm sewer, and in some cases granular borrow (sand material).

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TOWN BOARD ORGANIZATIONAL & REGULAR TOWN BOARD MEETING
JANUARY 7, 2019

Optimal Pavement Life Cycle: The Engineer provided an overhead graphic of traditional vs optimal life-cycle that is created by performing maintenance at the right time. By performing the right maintenance at the right time extends the life of the street up to 60 years. Maintenance activities include crack sealing, seal coating, as well as mill and overlay.

The Engineer provided graphics of Initial Street Construction, pavement age, mileage of streets by rating (2018), mileage of streets by rating (2023) and (2028). General improvement costs were reviewed for mill and overlay (\$475,000 / mile); rehabilitation (\$792,000); reclamation (\$1,425,000 / mile); reconstruction (\$1,900,000 mile). Recommended projects for the next five years include: 1) Parkview Dr / Parkview Ct / Fenway Ct. Mill and overlay. Project cost: \$410,868; 2) Weston Woods / Moon Lake Cir / Gilfillan Ct. Mill and overlay. Project cost: \$244,728; 3) White Bear Parkway (Oakmede to Otter Lake Road). Reclamation: \$472,410; 4) 4th Street (TH 61 to Portland) / 5th Street. Mill and overlay with bituminous curb. Project cost: \$244,269; 5) Hobe Lane / West Hobe Ct / N Hobe Ct. Mill and overlay with bituminous curb) Project cost: \$346,113; 6) Homewood / Lakewood /Ralph / Arbor / Hillaire / Summit / Forrest / Glen Oaks. Reclamation (adding curb). Project cost: \$1,612,548; 7) Birch Knoll / Portland / Martin / Effress. Reclamation (adding curb). Project cost: \$1,579,338; 8) Lakewood / Stacker / Portland / Randy / Roth / Homewood. Reclamation (adding curbing. Project cost: \$1,924,884; 9) Williams / Ridgeway / Hoxie / Shadyside / Gaston / O'Connors / Gilbert / 5th Ct / 4th Ct / 4th St / Hugo Ct. Reclamation (adding curb). Project cost: \$838,593; 10) Silver Fox / Jenni / Christine / Katie / Suzanne / Richard / Paul / Buffalo / Westergren / Ridge / Franklin. Project cost: \$931,365.

The Engineer reported that they have project specific communication to provide information at the right time to build project support and inform residents of upcoming events.

Ruzek moved, based on Town Engineer review and recommendation to accept and approve the Pavement Management Booklet. McCune seconded. Ayes all.

Ruzek moved to direct staff to amend the Assessment Policy. McCune seconded. Ayes all.

Ruzek moved to direct the Town Engineer to provide a quote for preparation of a feasibility report for 2019 street improvements. McCune seconded. Ayes all.

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

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

Ruzek moved to adjourn the meeting at 8:20 p.m. McCune seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Clerk-Treasurer



**Town Board Meeting
January 23, 2019**

Agenda Number: 5A – Consent Agenda

Subject: Auditor Contract - Approve 2019 Auditor Services Contract

Documentation: Finance Officer Memo / Auditor Proposal

Action / Motion for Consideration:

Receive Information / Discuss

- 1) Based on Finance Officer Review & Recommendation Approve the Auditor Services Contract from CliftonLarsonAllen LLP for Audit Services for the Year Ending December 31, 2019 in an Amount Not to Exceed \$31,000.00
- 2) Authorize the Chair to Execute the Agreement

Minutes
Town Board Meeting
December 18, 2017

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Approve 2018 Auditor Services Contract. Prudhon seconded. Ayes all.



CLA (CliftonLarsonAllen LLP)
220 South Sixth Street, Suite 300
Minneapolis, MN 55402-1436
612-376-4500 | fax 612-376-4850
CLAconnect.com

January 14, 2019

Board of Supervisors and Management
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for White Bear Township ("you," "your," or "the entity") for the year ended December 31, 2018.

Michelle Hoffman, CPA, is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of White Bear Township, as of and for the year ended December 31, 2018, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules.
3. Schedule of changes in total OPEB Liability
4. GASB Statement No. 68 schedule of propitiat share of net pension liability and schedule of employer contributions.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

1. Combining and individual fund statements.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section.
2. Statistical section.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

Audit objective

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will perform procedures on the financial information of the Economic Development Authority for White Bear Township to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to review, approve, and accept responsibility for those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in January 2019.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the Minnesota Office of the State Auditor for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$31,000. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording

- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct.

Your acceptance of this engagement letter will serve as your consent to use of White Bear Township's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Michelle Hoffman, CPA
Principal
612-397-3269
christopher.knopik@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of White Bear Township.

Authorized governance signature: _____

Title: Town Board Chair

Date: _____

Authorized management signature: Thomas Kelly

Title: Finance Officer

Date: 1/15/19



**Town Board Meeting
January 23, 2019**

Agenda Number: 5B – Consent Agenda

Subject: Vacation of Excess Right-of-Way, 5331 West Bald Eagle Boulevard – Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road @ 7:00 p.m. to Consider the Excess Right-of-Way Vacation Request

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information

Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road @ 7:00 p.m. to Consider the Excess Right-of-Way Vacation Request



Public Notice

NOTICE OF HEARING TO VACATE EXCESS RIGHT-OF-WAY 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, April 1, 2019 @ 7:00 p.m., to consider a petition of a majority of the owners of affected property to vacate excess right-of-way in the Town of White Bear, which affects the following property:

5331 West Bald Eagle Boulevard

and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereto, pursuant to Minnesota Statutes, Section 368.01, Subd. 25.

Given under my hand this 23rd day of January, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



January 4, 2019

RECEIVED
JAN 07 2019
TOWN OF WHITE BEAR

chrisolson@gdolaw.com
Direct Dial: 651-289-6731

White Bear Township
Attn: Patti Walstad
1281 Hammond Rd
White Bear Township, MN 551110

Re: Petition to Vacate Parts of Bald Eagle Blvd. W
Lisa Palmer Fleming

Dear Patt Walstad,

Enclosed for filing and review is a Petition to Vacate Parts of Bald Eagle Boulevard West, White Bear Township, as well as a check made payable to White Bear Township in the amount of \$1,000.00 for the applicable fee.

Please advise as to when this matter is to be set on the agenda for the Town Board and any other pertinent dates that my office should be made aware of. Thank you.

Sincerely,

GDO LAW

/s/ Christopher Olson

Christopher L. Olson
Attorney at Law

MAIN OFFICE & MAILING ADDRESS: 4770 WHITE BEAR PARKWAY • WHITE BEAR LAKE, MN 55110
PLYMOUTH LOCATION: 3020 HARBOR LANE NORTH, #103, PLYMOUTH, MN 55447
TELEPHONE: 651-426-3249 • FACSIMILE: 651-426-9501

WWW.GDOLAW.COM

**PETITION TO VACATE PARTS OF
BALD EAGLE BOULEVARD WEST,
WHITE BEAR TOWNSHIP**

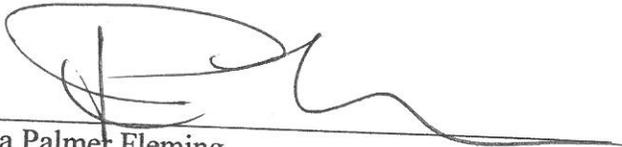
**To: White Bear Township, 1281 Hammond Road, White Bear Township, Minnesota
55110**

Lisa Palmer Fleming, owning property in White Bear Township, Minnesota addressed at:

5331 Bald Eagle Boulevard West
White Bear Township, MN 55110

hereby petitions for the vacation of excess and unneeded road right-of-way as fully described on the attached Exhibit A.

In Witness Whereof, the undersigned has set her hand this 22 day of October, 2018.

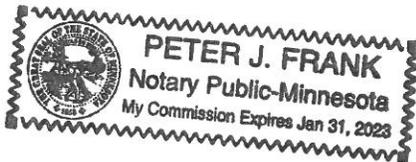


Lisa Palmer Fleming

Additional township voters/residents signing on the attached Exhibit B join in this petition.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 22 day of October, 2018 by Lisa Palmer Fleming.





Notary Public

This Petition was Prepared by:
GDO Law
Christopher L. Olson (#0395191)
4770 White Bear Parkway, Suite 100
White Bear Lake, MN 55110
651-426-3249

EXHIBIT A

That part of Bald Eagle Boulevard West, formerly known as Lake Avenue or County Road, as platted in the plats of Milner's Lake Add., Town of Bald Eagle and The Eyrie which lies outside of a 66 foot strip of land retained for road purposes, the centerline of which is described as follows:

Commencing at the South Quarter corner of Section 11, Township 30 North, Range 22 West, Ramsey County, Minnesota; thence northerly along the north and south quarter line of said Section 11, having a assumed bearing of North 0 degrees 06 minutes 39 seconds West for 2058.26 feet to the point of beginning; thence South 68 degrees 29 minutes 42 seconds West for 25.63 feet; thence South 78 degrees 51 minutes 31 seconds West for 291.86 feet; thence South 81 degrees 20 minutes 23 seconds West for 362.59 feet; thence North 89 degrees 24 minutes 04 seconds West for 411.28 feet; thence North 86 degrees 43 minutes 14 seconds West for 127.11 feet; thence North 69 degrees 32 minutes 32 seconds West for 228.94 feet; thence North 56 degrees 17 minutes 24 seconds West for 324.10 feet; thence North 32 degrees 18 minutes 35 seconds West for 130.06 feet; thence North 22 degrees 42 minutes 36 seconds West for 147.16 feet; thence North 26 degrees 45 minutes 47 seconds West for 251.85 feet through a point on the east and west quarter line said point being 726.40 feet easterly of the west quarter corner of said Section 11; thence North 26 degrees 17 minutes 23 seconds West for 331.66 feet; thence North 28 degrees 07 minutes 28 seconds West for 315.32 feet; thence North 25 degrees 01 minutes 36 seconds West for 252.59 feet to the easterly extension of the northerly line of Lot 7, The Eyrie and there terminating.

Except that part described in Document No. 1249479, and except that part lying southerly of said 66 foot strip adjoining Lots 7 and 8, Block 1, Milner's Lake Add. and adjoining Block 13, Town of Bald Eagle and adjoining Blocks I and 2, Bensons Rearrangement of Block Twelve Bald Eagle and adjoining vacated Benson Street and St. Anthony.

And which lies between the Northeasterly Extension of the Southeasterly line of Lot 13, the Eyrie and the Northeasterly Extension of the Southeasterly line of Lot 1, Block 2, Millners Lake Addition, all in Ramsey County, Minnesota.

EXHIBIT A

That part of Bald Eagle Boulevard West, formerly known as Lake Avenue or County Road, as platted in the plats of Milner's Lake Add., Town of Bald Eagle and The Eyrie which lies outside of a 66 foot strip of land retained for road purposes, the centerline of which is described as follows:

Commencing at the South Quarter corner of Section 11, Township 30 North, Range 22 West, Ramsey County, Minnesota; thence northerly along the north and south quarter line of said Section 11, having a assumed bearing of North 0 degrees 06 minutes 39 seconds West for 2058.26 feet to the point of beginning; thence South 68 degrees 29 minutes 42 seconds West for 25.63 feet; thence South 78 degrees 51 minutes 31 seconds West for 291.86 feet; thence South 81 degrees 20 minutes 23 seconds West for 362.59 feet; thence North 89 degrees 24 minutes 04 seconds West for 411.28 feet; thence North 86 degrees 43 minutes 14 seconds West for 127.11 feet; thence North 69 degrees 32 minutes 32 seconds West for 228.94 feet; thence North 56 degrees 17 minutes 24 seconds West for 324.10 feet; thence North 32 degrees 18 minutes 35 seconds West for 130.06 feet; thence North 22 degrees 42 minutes 36 seconds West for 147.16 feet; thence North 26 degrees 45 minutes 47 seconds West for 251.85 feet through a point on the east and west quarter line said point being 726.40 feet easterly of the west quarter corner of said Section 11; thence North 26 degrees 17 minutes 23 seconds West for 331.66 feet; thence North 28 degrees 07 minutes 28 seconds West for 315.32 feet; thence North 25 degrees 01 minutes 36 seconds West for 252.59 feet to the easterly extension of the northerly line of Lot 7, The Eyrie and there terminating.

Except that part described in Document No. 1249479, and except that part lying southerly of said 66 foot strip adjoining Lots 7 and 8, Block 1, Milner's Lake Add. and adjoining Block 13, Town of Bald Eagle and adjoining Blocks I and 2, Bensons Rearrangement of Block Twelve Bald Eagle and adjoining vacated Benson Street and St. Anthony.

And which lies between the Northeasterly Extension of the Southeasterly line of Lot 13, the Eyrie and the Northeasterly Extension of the Southeasterly line of Lot 1, Block 2, Millners Lake Addition, excepting that part previously vacated by resolution dated _____ and record as Document No. _____ Ramsey County Recorder's records, all in Ramsey County, Minnesota.

EXHIBIT B

Lisa Palmer Fleming
5331 Bald Eagle Boulevard West

The undersigned residents and voters in White Bear Township join in the attached Petition to Vacate Parts of Bald Eagle Boulevard West.

Jami Dickey
Signature

Jami Dickey
Printed Name

Address

Roger Dickey
Signature

Roger Dickey
Printed Name

5338 Carolyn Ln
Address

Signature

Bob PAINE
Printed Name

5258 E. Bald Eagle Blvd
Address

R. H. W.
Signature

Printed Name

Address

Michael C Fleming
Michael C Fleming
5520 Shodyside Lane
WBT 55110

DAN LABORE
5000 Portland Ave
W. A. B.

John A. Cox
Signature

JOHN A. COX
Printed Name

4373 OAKMEDE LN; WBT
Address

Mary R. Cox
Signature

Mary R. S. Cox
Printed Name

4373 Oakmeade LN WBT
Address

John M. Cherek
Signature

JOHN M. CHEREK
Printed Name

4381 OAKMEDE LN. WBTownship
Address

Linda M Cherek
Signature

LINDA M CHEREK
Printed Name

4381 Oakmeade Lane WBTownship
Address



**Town Board Meeting
January 23, 2019**

Agenda Number: 5C – Consent Agenda

Subject: **Park Board Recommendations –**

1. Authorize TKDA to Put Together a Grading Plan for the Fitness Court at a Cost not to Exceed \$2,000.00.
2. Approve the Kayak Storage Policy with Fees & Placement of a Sign on the Rack.
3. Authorize Staff to Contact Lisa Beecroft Regarding Fundraising & to Negotiate Fundraising as Part of her Contract.
4. Authorize Work to be Started with Lisa Beecroft to Define Fundraising Opportunities & to Come Back With a Proposal

Documentation: Kayak Policy

Action / Motion for Consideration:

Report at Meeting

Approve the Park Board Recommendations as Follows:

1. Authorize TKDA to Put Together a Grading Plan for the Fitness Court at a Cost not to Exceed \$2,500.00.
2. Approve the Kayak Storage Policy with Fees & Placement of a Sign on the Rack.
3. Authorize Staff to Contact Lisa Beecroft Regarding Fundraising & to Negotiate Fundraising as Part of her Contract.
4. Authorize Work to be Started with Lisa Beecroft to Define Fundraising Opportunities & to Come Back With a Proposal

December 20, 2018

POLAR LAKES PARK – FITNESS COURT LOCATION: **Fitness Court:** A fitness court has been suggested for Polar Lakes Park. A location for the fitness courts needs to be determined. The fitness court is proposed to be 38' x 38'. A \$30,000 grant is available for installation of the court. Potential locations included: 1) At the southeast corner of the multi-use field which is flat and would not require a lot of grading work; 2) East of the amphitheater. This area is not as flat as the other area. Staff requested a proposal from TKDA to survey and provide a grading plan for this area. Staff has talked with the engineer about this location and a survey and grading plan is estimated to cost \$2,000. A third site northeast of the playground area was also discussed. A restroom is also being considered in this location. There was discussion regarding the restroom and fitness court location. Staff noted that Capra Utilities was contacted for an estimate to provide a sewer line to the two restroom areas being considered. The site north of the soccer shelter is estimated to cost \$16,500 to extend. The site northeast of the playground is estimated to cost \$6,000.

Soccer Association Request: Ben Anderson, President of the Soccer Association, attended the meeting to provide input from the association regarding another soccer field and restroom facility. They would like to utilize the lower multi-field for soccer. He reported that with the collapse of the dome at the Vadnais Heights sports facility they are working with sponsors to help fund a domed soccer field. The Ramsey County Board will be meeting in January regarding the Vadnais Heights dome. It was noted that there is a low spot in the southwest corner of the multi-use field, and would have to be filled and would require a retaining wall in order to increase the soccer field size. Ben Anderson stated that grading top to bottom is about 15' with the low spots a little deeper. He noted that he has been talking cost sharing with Town staff. They will come up with an estimate. Ben Anderson stated that with the use of the multi-use field there would be more control and games would be stacked between 5:00 p.m. – 10:00 p.m. He stated that they are fine with the proposed location of the restrooms adjacent to the administrative building but are also interested in extending sewer and water to the current shelter so they can improve their concession stand. Sewer would need to be extended for this use. They will offer to participate in funding the restrooms. It was noted that with the high cost for the restrooms maybe only one restroom should be considered rather than two.

Reeves moved to recommend the location just west of the administrative offices for the fitness court and to continue to work on restroom facility locations focusing on one site and not two sites. Akenson seconded. Ayes all.

Koster moved to recommend to the Town Board to authorize TKDA to put together a grading plan for the fitness court at a cost not to exceed \$2,500. Reeves seconded. Ayes all.

KAYAK RACKS – SUMMIT LANE/BELLAIRE BEACH – REVIEW POLICY: The Park Board has been discussing adding a single kayak rack at the Summit Lane access and see how it goes. Placement of a kayak rack at Bellaire Beach could be considered after it is known if the Summit Lane rack is used. The Park Board recommended to the Town Board to authorize the purchase of a single free standing kayak rack, for 3 kayaks, at a cost of \$220 for use at the Summit Lane access. The Town Board authorized the expenditure and placement of the kayak rack at the Summit Lane access at the December 17, 2018 Town Board Meeting.

Staff reviewed policies of other communities relative to kayak storage. Staff has developed a Kayak Storage Policy based on the Birchwood policy which was comprehensive. The intent of the policy is to allow the users of Summit Lane and Bellaire Beach the convenience of storing their kayak at these locations when not in use. The kayaks must be stored in racks, and must be properly licensed and registered with the Town. All kayaks must have a permit displayed on their watercraft in the form of a sticker obtained at the Town Offices. The cost of the permit is \$20.00 (proposed) and must be purchased annually. Kayaks cannot be placed on the racks until a permit has been purchased and a slot assigned. The season officially opens May 1st and closes November 1st each year, with

registration opening March 1st. Kayaks placed on the racks prior to May 1st and after November 1st and/or without a permit will be impounded at the owner's expense. There is a proposed fee of \$50.00 for residents using the racks without a permit and a fee of \$100.00 for all watercraft that must be removed by the Town due to lack of a permit or failure to remove a kayak prior to November 1st. To register a kayak for a slot, an application needs to be completed and delivered to the Town Offices with a \$10.00 check to select a spot (first come, first serve).

Josephson moved to recommend to the Town Board to approve the Kayak Storage Policy with fees and placement of a sign on the rack. Koster seconded. Ayes all.

TOWNSHIP DAY: There was discussion regarding fundraising to help fund projects for Polar Lakes Park. It was suggested that staff talk with Lisa Beecroft regarding a fundraising project. It was noted that Lisa Beecroft may have ideas on community outreach. If she is interested and the Town Board approves, fundraising may be added to her contract.

Reeves moved to recommend to the Town Board to authorize staff to contact Lisa Beecroft regarding fundraising and to negotiate fundraising as part of her contract. Josephson seconded. Ayes all.

Reeves moved to recommend to the Town Board that work be started with Lisa Beecroft to define fund raising opportunities and to come back with a proposal. Koster seconded. Ayes all.



KAYAK STORAGE POLICY

BACKGROUND

The storage of kayaks at Township parks for resident convenience has been determined to be beneficial.

PURPOSE

The intent of this policy is to allow the users of Summit Lane and Bellaire Beach the convenience of storing their kayak at these locations when not in use.

POLICY

Kayaks not in use must be stored in racks, and must be properly licensed and registered with the Town. All kayaks must have a permit displayed on their watercraft in the form of a sticker obtained at the Town Offices. The cost of the permit is \$20.00 and must be renewed annually. Kayaks cannot be placed on the racks until a permit has been purchased and a slot assigned. The Season officially opens May 1st and closes November 1st each year, with registration opening March 1st.

Kayaks placed on the racks prior to May 1st and after November 1st and/or without a permit will be impounded at the owner's expense. There is a fee of \$50.00 for residents using racks without a permit, and a fee of \$100.00 for all watercraft that must be removed by the Town due to lack of a permit or failure to remove a kayak prior to November 1st.

To register your kayak for a slot, complete the application (below) and deliver to the Town Offices with a \$20.00 check to select your spot (first come first serve).



**Town Board Meeting
January 23, 2019**

Agenda Number: 5D – Consent Agenda

Subject: Township Arborist – Appoint S & S Tree and Horticultural Specialists, Inc. as the Township Arborist for 2019

Documentation: Staff Memo / Miscellaneous Information

Action / Motion for Consideration:

Receive Information

Appoint S & S Tree and Horticultural Specialists, Inc. as the Township Arborist for 2019

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: JANUARY 17, 2019

SUBJECT: WHITE BEAR TOWNSHIP ARBORIST

I spoke with Gail Nozal, S & S Tree and Horticultural Specialists, Inc., regarding the Township's appointment as her company for our arborist. I explained to her that their company would be our "go-to" company in the event we are in need of arborist services over the course of 2019.

Gail advised that they would be more than happy to accommodate the Township.



**TREE AND
HORTICULTURAL
SPECIALISTS, INC.**

a **DAVEY**  company

Professional Qualifications and Resumes

January 10, 2019

Prepared for:

White Bear Township, MN

Prepared by:

S&S Tree and Horticultural Specialists, Inc.
Consulting Services Division
A Davey Company
405 Hardman Avenue
South St. Paul, MN 55075
www.sstree.com | 651.451.8907

Consultant: Gail Nozal
Email: gnozal@sstree.com
Phone: Office-651-451-8907, Cell- 651-442-7152

Summary of Qualifications

We are pleased to offer you this summary of qualifications and proposal for your review. We hope it is helpful to you in making an educated decision for your consulting needs. The information presented here is designed to give you a better understanding of S&S Tree and Horticultural Specialists and our parent company, The Davey Tree Experts; who we are, what we do, and why you should choose us for your consulting needs.

S&S Tree and Horticultural Specialists' Partnership with The Davey Tree Experts

Our Mission

Our mission is to provide professional, value added, consulting services to all of our customers. We dedicate ourselves to exceeding customer expectations and providing the highest quality customer service measurable by customer retention and referral. We provide maximum value for maintaining your community goals.

Personnel – Our People Make the Difference

Employee training and development are among our highest priorities. This assures that our customers receive the most competent and professional services available.

The Davey Institute, a cutting-edge research facility, located at our corporate headquarters in Kent, Ohio, conducts in-house training for field personnel. This training is directed by our staff of technical specialists, who are experts with post graduate degrees in their respective scientific fields. In addition, comprehensive on-the-job training programs are used to ensure that our employees are skilled at applying the latest horticultural and arboricultural techniques. Several of our local MN employees have successfully completed the program at the Davey Institute.

Resumes of the people who will provide consulting services are attached to the proposal.

Our Local Staff

- 4 Consulting Staff (see attached resumes)
- 20 ISA Certified Arborists
- 75 production employees: general property maintenance, tree climbers, landscape construction technicians, plant and lawn care technicians

Our Local and National Specialists

- Gail Nozal, Assistant District Manager, S&S Tree and Horticultural Specialists. Gail holds a Master's degree in Urban Forestry from the University of Minnesota. She is also an ISA Certified Arborist.
- Jacob Ryg, Assistant District Manager, S&S Tree and Horticultural Specialists. Jacob has extensive project manager experience with government projects and holds his ISA Board Certified Master Arborist credential and ISA Tree Risk Qualification Credential.
- Jim Zwack, Director of Technical Services, Davey Resource Group. He holds a Master's degree in Plant Physiology from Iowa State University.
- RJ Laverne, Manager of Education and Training, Davey Resource Group. He holds a Master's degree in Remote Sensing and is currently pursuing his doctorate in Urban Planning, Cleveland State University.
- Bal Raul, Manager of Research and Technical Development. He holds a doctorate in Plant Pathology from Ohio State University.
- Greg Ina, Vice President and General Manager, Davey Resource Group. Greg holds a Master's degree in Geographic Information Systems, Kent State University.
- Scott Maco, Manager of Ecosystem Services, Davey Resource Group. Scott has a Master's degree in Horticulture and Agronomy, University of California at Davis.

Technical Support – We Set the Industry Standard

Our field and consulting personnel are supported by The Davey Institute. The technical specialists who staff our cutting-edge research and development facility are experts in their respective horticultural disciplines.

The Davey Institute has extensive laboratory and classroom facilities. Institute experts provide technical support and training for our field operations throughout the U.S. and Canada. If an unusual technical problem arises, this group of highly trained specialists will find the solution.

In addition to providing our field operations with training and technical support, the Institute staff conducts applied horticultural research studies. Our scientists and technical advisors are nationally known for their research and contributions to the green industry.

Safety – A Core Value

Safety is of utmost concern. For every manager, foreman and technician in the field, ongoing safety training takes place regularly. This helps ensure our employees' safety as well as the people and properties we serve.

We are committed to safe and responsible operations, as evidenced by the fact that we implemented the landscape industry's first pre-employment drug and alcohol testing programs.

Our goal is to provide a safe and efficient work environment so that the services you need are completed on time and you are fully satisfied with the results.

All local, state, and federal programs (e.g.: OSHA, HazCom, ANSI standards, EPA, etc.) are adhered to as required by law.

Emergency Response

Davey's branch network provides the ability to respond to catastrophic events. With more than 100 branch offices located throughout the United States and Canada employing more than 7,000 employees, Davey has the resources to provide its client's unmatched response in times of emergency need.

From ice storms to hurricanes Davey is able to pull resources from unaffected regions of the country and offer the additional support required to service our affected clients.

Equipment – Being Prepared is Our Motto

All of our equipment is purchased and standardized through our corporate equipment department. This ensures that our field operations have the most efficient and up-to-date equipment available to get the job done. Rigorous safety and maintenance inspections are performed on an established schedule. In addition, our operators carry a commercial drivers' license as required by Federal D.O.T. laws. You can rest assured that the equipment we use is appropriate for the job at hand.

We currently have the following equipment:

- ☞ 3 Sub Meter Trimble Data Collectors
- ☞ 14 pickup trucks
- ☞ 11 super duties
- ☞ 7 aerial buckets
- ☞ 9 chip trucks
- ☞ 11 chippers
- ☞ 5 log loaders
- ☞ 6 dump trucks
- ☞ 3 salting trucks
- ☞ 3 front end loaders
- ☞ 3 skid steers
- ☞ 14 plant health and lawn care trucks

Insurance – For Your Protection.

All of our operations are covered by Worker's Compensations, General Liability, and Auto and Vehicle Liability coverage. Insurance certificates are gladly provided.

Additional References

We are proud of the long-standing relationships we've built with so many loyal customers and would be happy to provide reference contacts.

City of Shorewood
Shorewood, MN

University of St. Thomas
St. Paul, MN

Arlington National Cemetery
Arlington, VA

Lockheed Martin Corporation
Gaithersburg, MD

Fairleigh Dickinson University
Madison, NJ

Peterson Air Force Base
Colorado Springs, CO

Hewlett-Packard
Multiple Locations

Smithsonian Institute
Washington, DC

Federal Reserve System
Washington, DC

Glimcher Development Corp.
Columbus, OH

CB Richard Ellis
Multiple Locations

World Golf Village
Davidson Development
Jacksonville, FL

Professional Affiliations

- ANLA: The American Nursery & Landscape Association
- APPA: The Association of Higher Education Facility Officers
- BOMA: Building Owners and Managers Association
- GCSAA: Golf Course Superintendents Association of America
- ISA: International Society of Arboriculture
- PGMS: Professional Grounds Management Society
- PLANET: Professional Landcare Network
- TCIA: Tree Care Industry Association
- MNLA: Minnesota Nursery & Landscape Association
- Plus many state and local chapters

Consulting Professionals

Gail Nozal

Assistant District Manager | ISA Board Certified Master Arborist® MN-0276B

Gail is an Assistant District Manager with S&S Tree and Horticultural Specialists. As a large portion of her duties she is responsible for managing and assisting with business development of the consulting division. In addition, she is also responsible for overseeing all S&S technical content on science related to tree health and consulting. She is also a liaison to all staff on industry related to government affairs, external continuing education and industry related volunteer events. Prior to coming to S&S over 10 years ago, she worked for Tree Trust, a Minnesota nonprofit organization. She coordinated a statewide urban and community forestry program that focuses on tree planting and urban forestry education. Part of her work in urban forestry education included training volunteers to perform basic street tree inventories in their communities. One of the highlights at Tree Trust was coordinating the volunteer data collection for the 2004 i-Tree Study in Minneapolis. She holds both bachelors and masters degrees in urban forestry from the University of Minnesota. She is active in Minnesota and internationally on a number of boards. She is a Board member on the Minnesota Shade Tree Advisory Committee, the state urban forestry council, and a member of the Minnesota Nursery and Landscape Association Legislative Affairs Committee. She also serves on the Board of Directors for the International Society of Arboriculture. She is an ISA Board Certified Arborist (MN-0276B)

Jacob Ryg

Assistant District Manager | ISA Board Certified Arborist® MN-0552BUTMA

Jacob has 15 years' experience in natural resource management. He has a B.S. in Urban Forestry from the University of Wisconsin Stevens Point and a M.A in Organizational Leadership from Augsburg College. Jacob recently added the ISA TRAQ (International Society of Arboriculture Tree Risk Assessment Qualification) to his resume. Jacob is a Board Certified Master Arborist, has received Minnesota First Detector Training for EAB, a Minnesota Department of Agriculture Certified Tree Inspector. He was formerly the City Forester for the City of Rochester and now manages the tree care, plant health care and lawn care divisions for S&S Tree and Horticultural Specialists

Paul Ahlen

Consulting Arborist | ISA Certified Arborist® WI -0615A

Paul has over 15 years of experience in municipal forestry and arboriculture. He has a BS in Forestry from UW Stevens Point. Paul is an ISA Certified Arborist MN and Certified Treecare Safety Professional. Paul's career has seen him working in the woods of the Apostle Islands lakeshore, and many state parks across Wisconsin. His work eventually brought him to Minnesota, where he worked as a landscaper and arborist for the City of Rochester, before eventually making his way to the Davey family at S&S Tree in South St. Paul.

Mary Johnson

Consulting Arborist – Field Operations Technician | ISA Certified Arborist® MN -4238A

Mary has over 8 years' experience in Natural Resource Management. She has a BS in Forest Resources Management from the University of Minnesota, 1984. Mary has extensive experience with GPS, lasers and field data collection, including height and volume data. Mary is

an ISA Certified Arborist #MN-4238A and Minnesota Department of Agriculture Certified Tree
Inspector #20065762



**Town Board Meeting
January 23, 2019**

Agenda Number: 5E – Consent Agenda

Subject: 4th Quarter Construction Report – Receive Report

Documentation: Construction Report

Action / Motion for Consideration:

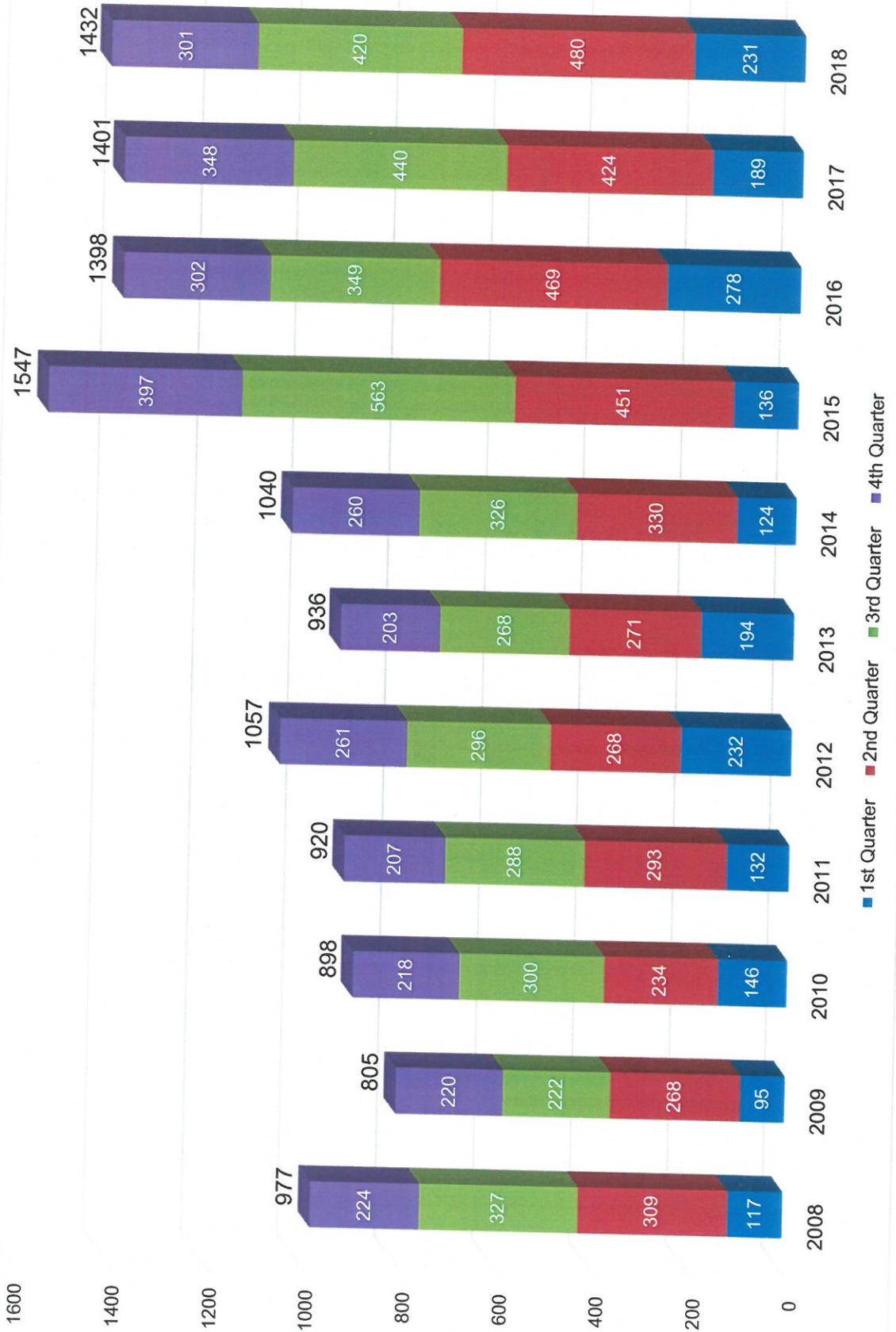
Receive Information

Receive the 2018 4th Quarter Construction Report

White Bear Township Construction Activity Report

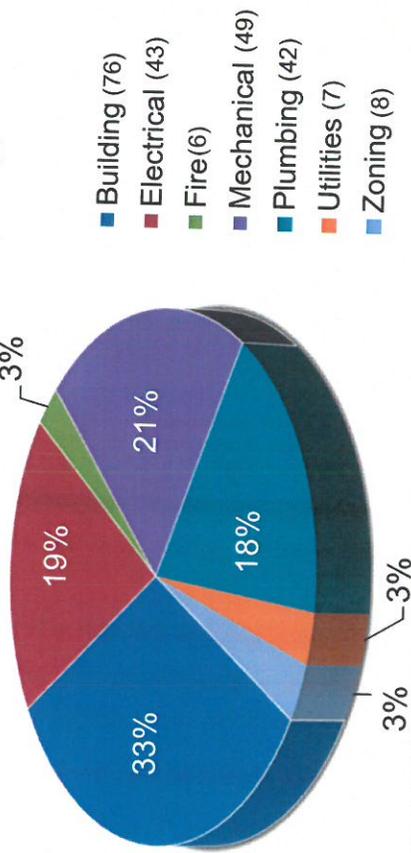
<u>BUILDING PERMIT</u>	DECEMBER 2018		2018 YEAR TO DATE		2017 YEAR TO DATE	
	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
<u>HOUSING</u>						
SINGLE FAMILY	2	550,000	13	3,507,000	22	5,143,000
TOWN HOME	-	-	-	-	-	-
TOTALS	2	550,000	13	3,507,000	22	5,143,000
<u>MISCELL. RESIDENTIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	3	154,100	66	2,161,200	73	1,997,843
SIDING, ROOF. & WIND.	11	125,907	417	4,407,418	393	3,826,112
DECKS	4	12,552	39	218,205	37	209,060
SWIMMING POOLS	-	-	2	27,500	2	2,000
ACCESSORY BLDG	-	-	7	142,973	14	251,200
OTHER	1	1,900	31	158,183	20	596,707
TOTALS	19	294,459	562	7,115,478	539	6,882,922
<u>COMMERCIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	4	139,000	2	135,800
INDUSTRIAL	-	-	2	991,830	-	-
BUSINESS	-	-	-	-	3	3,525,000
REMODEL & ADDITIONS	-	-	8	3,073,600	6	420,000
OTHER	-	-	8	288,398	7	289,500
TOTALS	-	-	22	4,492,828	18	4,370,300
<u>MISCELLANEOUS</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION	-	-	2	-	4	-
<u>TOTALS</u>	21	844,459	599	15,115,306	583	16,396,222
PERMIT REVENUE	\$	7,092	\$	128,013	\$	141,959

White Bear Township Total Number of Permits Issued by Year

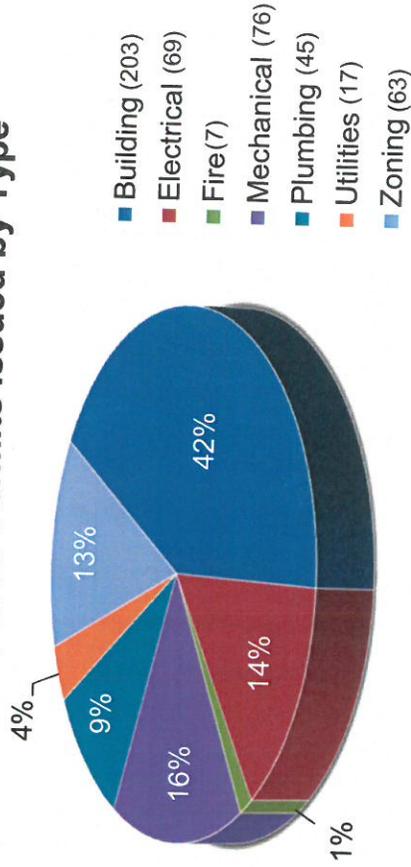


2018 WHITE BEAR TOWNSHIP PERMITS

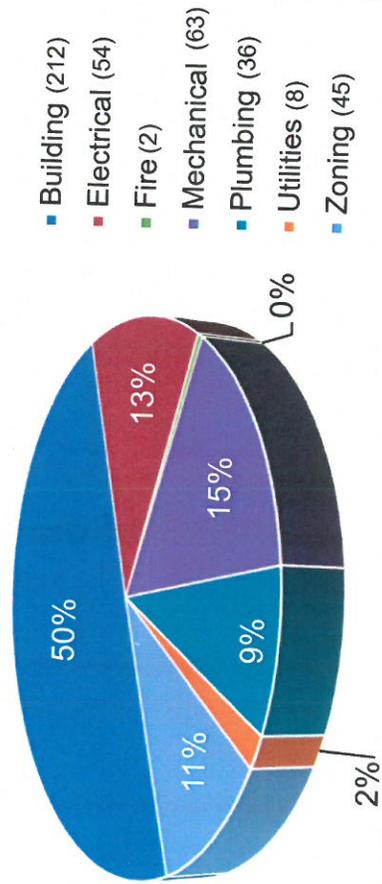
1st Quarter Permits Issued by Type



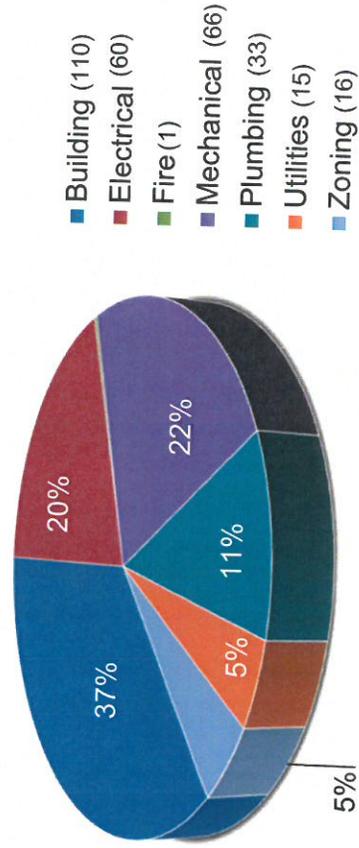
2nd Quarter Permits Issued by Type



3rd Quarter Permits Issued by Type



4th Quarter Permits Issued by Type





**Town Board Meeting
January 23, 2019**

Agenda Number: 5F – Consent Agenda

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Perform General Maintenance in the Right-of-Way at Stillwater/Division/Park/Eagle/Bufalo/Portland/Lake/Hugo/Leibel Streets With all Work to be Performed in the Right-of-Way

Documentation: Town Engineer Correspondence w/ attached maps

Action / Motion for Consideration:

Receive Information

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Perform General Maintenance in the Right-of-Way at Stillwater/Division/Park/Eagle/Bufalo/Portland/Lake/Hugo/Leibel Streets With all Work to be Performed in the Right-of-Way



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

January 17, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Stillwater/Division/Park/Eagle/Buffalo/Portland/Lake/Hugo/Leibel
White Bear Township, Minnesota
TKDA Project No. 17127.000

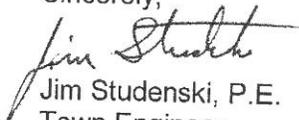
Dear Board Members:

XcelEnergy has applied for a permit to perform general maintenance on the existing system in White Bear Township. All work will be performed in the right-of-way. The attached maps show the entire project.

We recommend approval with the following conditions:

1. Contractor must protect the sanitary sewer, watermain and storm sewer during any activities including guide wire replacement.
2. Contractor must protect all roadways and driveways during maintenance work.
3. Disturbed areas shall be restored equal to or better than original condition.
4. The project may also need permits from Ramsey County.
5. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
6. Call Gopher One-Call prior to any work.

Sincerely,


Jim Studenski, P.E.
Town Engineer
Enclosures



1700 E County Rd E
White Bear Lake, MN 5110

1/15/19
Designer: Zachery Hughes
Phone: 507-269-1616
EMAIL: Zachery.T.Hughes@XcelEnergy.com
Fax: 651-779-3139

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

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

In a quest to be the preferred power provider to White Bear Township Xcel Energy needs to perform some general maintenance on our existing power grid in the area. Xcel Energy is hereby making application for permission to work within the right-of-way on the following streets- 1997-2126 Stillwater ST, 5241-5245 Division Ave, Park Ave and Eagle St, 2525 Buffalo St, 5206-5356 Portland AVE, 2601-2627 Lake Ave, 5505 Hogo RD- Leibel St.

Please reference pages 2-9 and 15 on the attached document.

If you have any questions please do not hesitate to ask.

Zach Hughes

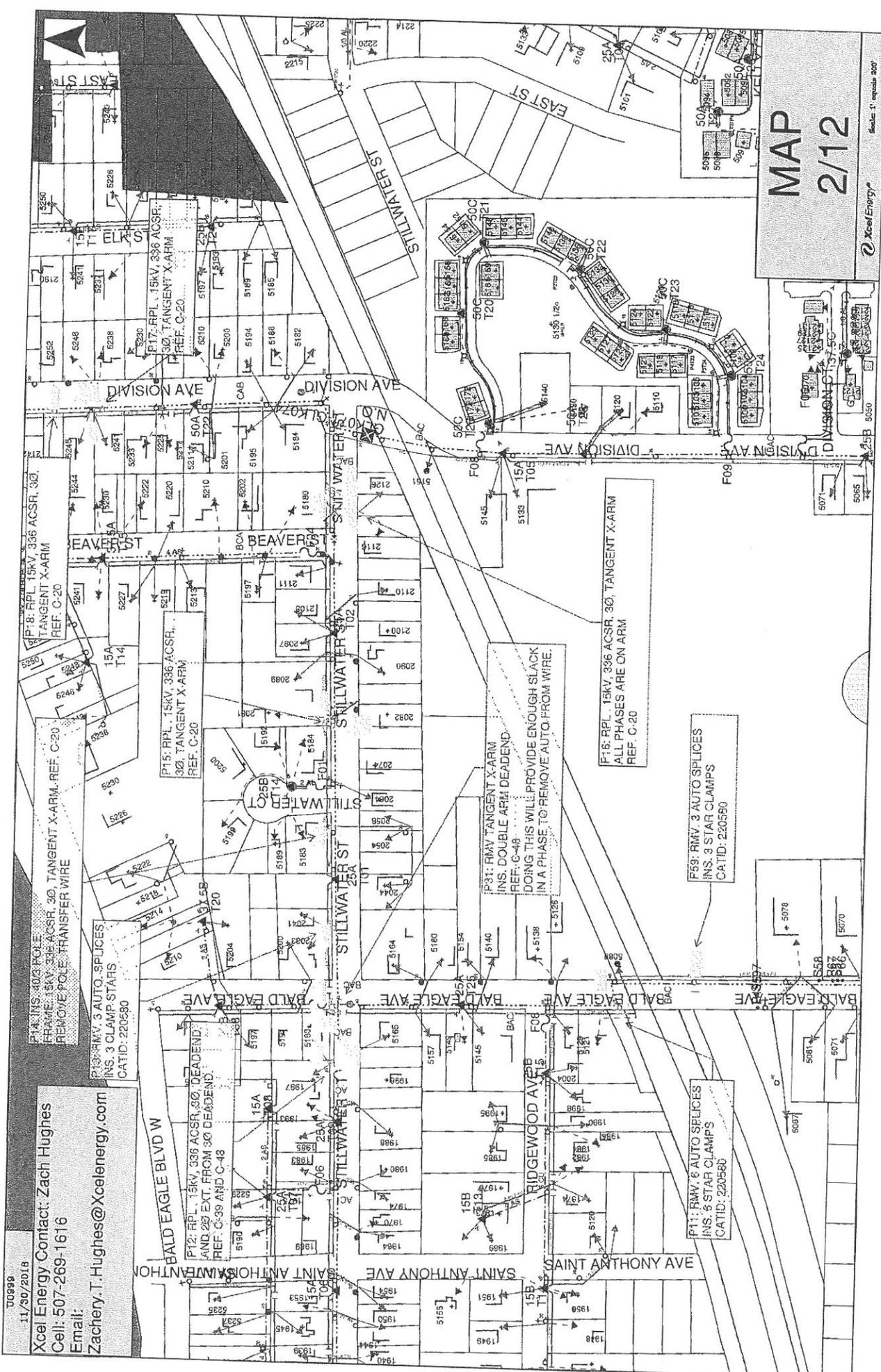
Application Approved

XCEL ENERGY d/b/a NORTHER STATES POWER
COMPANY

Zachery Hughes
Electrical Designer
1700 E County Rd E
White Bear Lake, MN 55110

Date: _____

00889
11/30/2016
Xcel Energy Contact: Zach Hughes
Cell: 507-269-1616
Email:
Zachery.T.Hughes@Xcelenergy.com



MAP 2/12

Xcel Energy
Scale: 1" equals 200'

P18: RPL 15KV, 336 ACSR, 300 TANGENT X-ARM
REF. C-20

P15: RPL 15KV, 336 ACSR, 300 TANGENT X-ARM
REF. C-20

P31: RMV TANGENT X-ARM
INS. DOUBLE ARM DEADEND
REF. C-49
DOING THIS WILL PROVIDE ENOUGH SLACK
IN A PHASE TO REMOVE AUTO FROM WIRE.

F16: RPL 15KV, 336 ACSR, 300 TANGENT X-ARM
ALL PHASES ARE ON ARM
REF. C-20

F59: RMV 3 AUTO SPICES
INS. 3 STAR CLAMPS
CATID: 220580

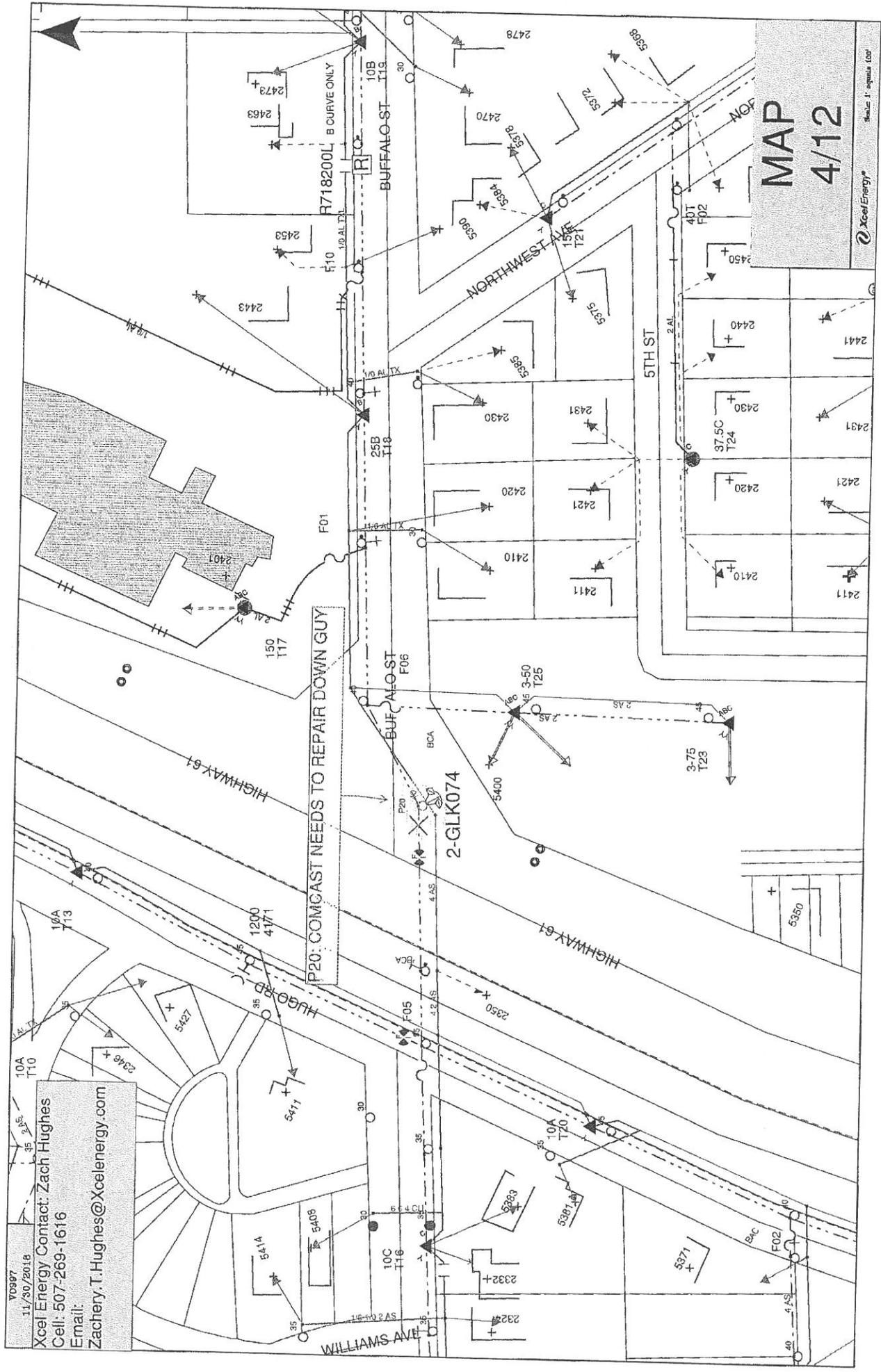
F11: RMV 2 AUTO SPICES
INS. 5 STAR CLAMPS
CATID: 220580

P12: RPL 15KV, 339 ACSR, 300 DEADEND
AND 20' EXT. FROM 300 DEADEND.
REF. C-39 AND C-43

P13: RMV 3 AUTO SPICES
INS. 3 CLAMP STAYS
CATID: 220580

Y0997

11/30/2016
Xcel Energy Contact: Zach Hughes
Cell: 507-269-1616
Email:
Zachery.T.Hughes@Xcelenergy.com



MAP 4/12

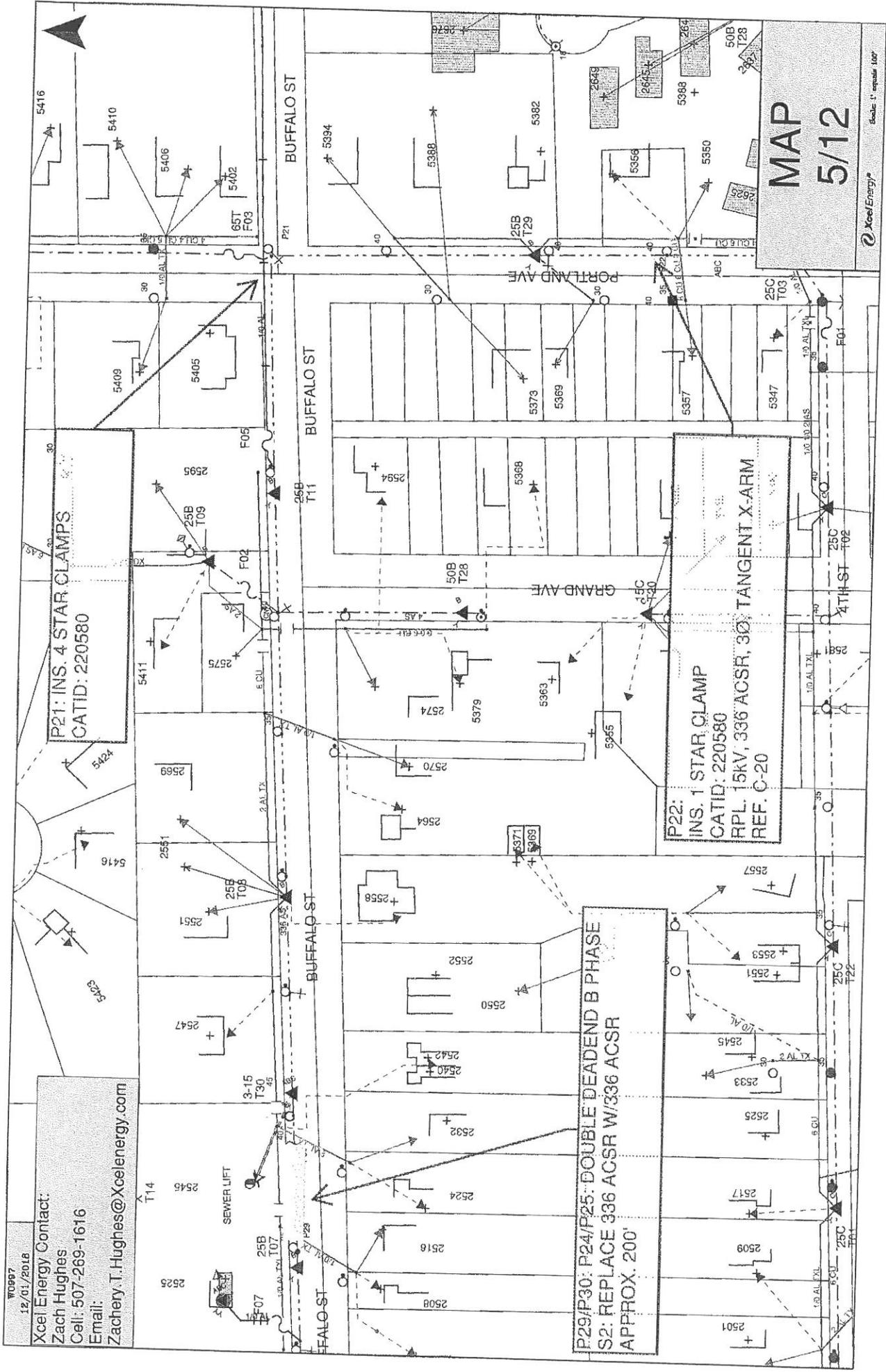
XcelEnergy

Scale: 1" equals 100'

W0997

12/01/2018

Xcel Energy Contact:
Zach Hughes
Cell: 507-269-1616
Email:
Zachery.T.Hughes@Xcelenergy.com



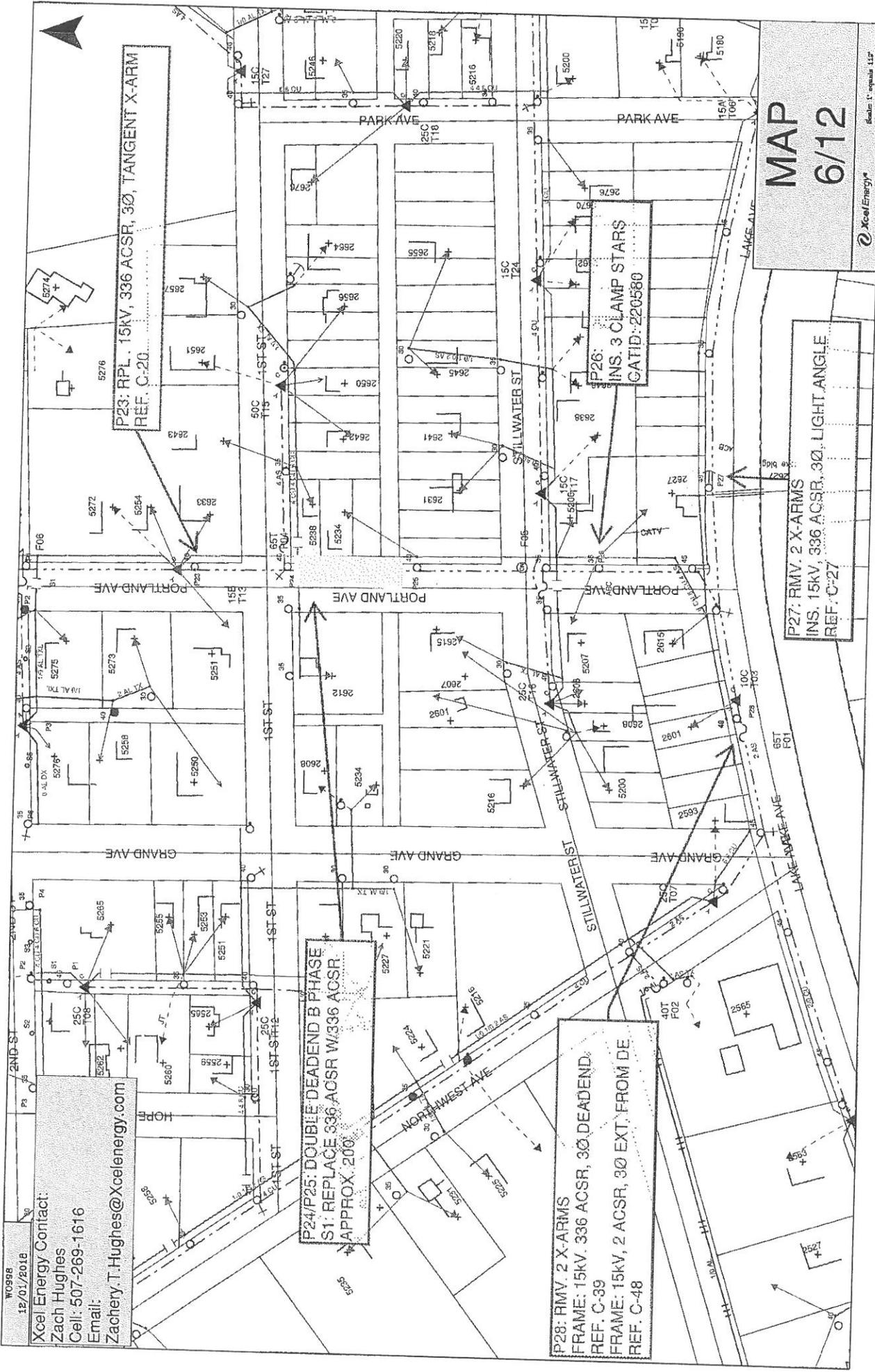
MAP 5/12

Xcel Energy

Scale: 1" equals 100'

W0988
12/01/2018

Xcel Energy Contact:
Zach Hughes
Cell: 507-269-1616
Email:
Zachery.T.Hughes@xcelenergy.com



MAP
6/12

Xcel Energy

Scale: 1" equals 115'

Y0996

12/01/2018

Xcel Energy Contact: Zach Hughes

Cell: 507-269-1616

Email:

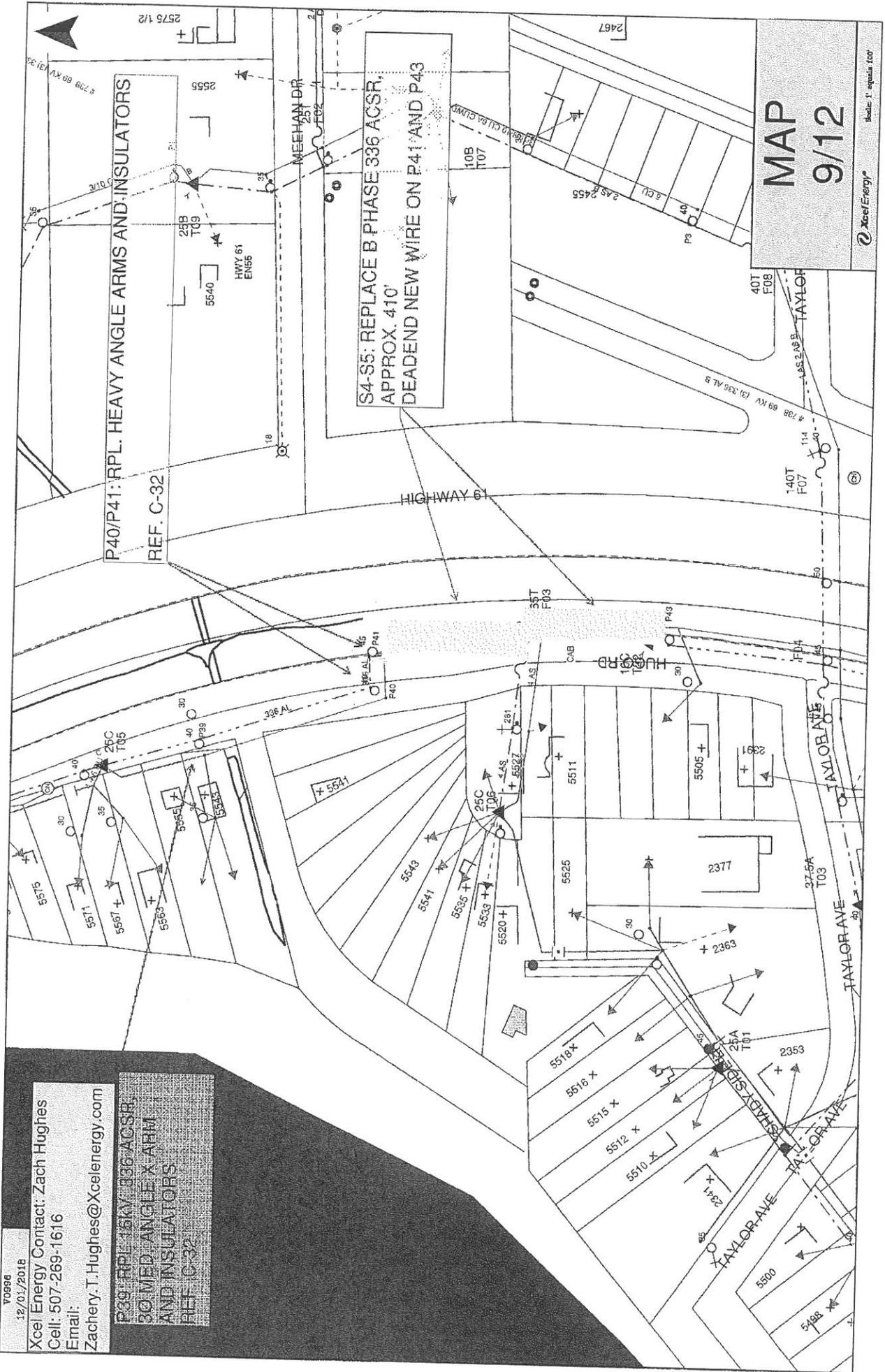
Zachery.T.Hughes@xcelenergy.com

P39 RPL 15KV 336 ACSR

BOMED ANGLE X-ARM

AND INSULATORS

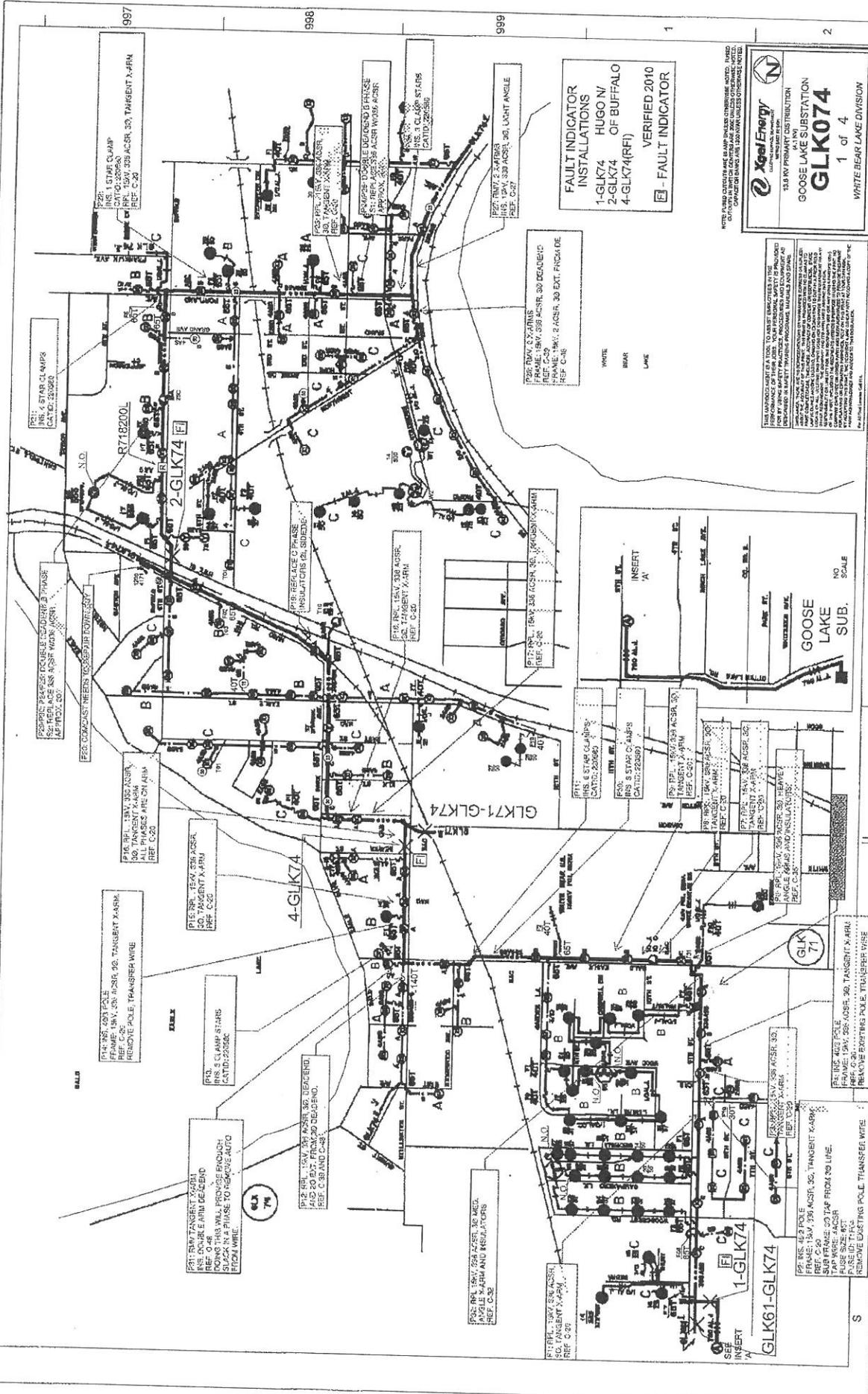
REF C-32



MAP
9/12



Scale: 1" equals 100'



Xcel Energy
 138 RV PRIMARY DISTRIBUTION
GOOSE LAKE SUBSTATION
GLK074
 1 of 4
 WRITE BEAR LAKE DIVISION

FAULT INDICATOR INSTALLATIONS
 1-GLK74
 2-GLK74
 4-GLK74(REF)
 VERIFIED 2010
 - FAULT INDICATOR

GOOSE LAKE SUB.
 NO SCALE

GLK 71

GLK61-GLK74

GLK71-GLK74

GLK74

7/10/2018 9:24:02 AM, c:\g803, D:\T6\6\p101.pcd



**Town Board Meeting
January 23, 2019**

Agenda Number: 6 – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:

Receive Report



Town Board Meeting January 23, 2019

Agenda Number: 7A – Public Hearing

Subject: Calvary Church, 4604 Greenhaven Drive – Continuation of Hearing to Consider the Granting of a Conditional Use Permit to Allow Construction of 6,000 Square Feet of Classroom Space

Documentation: Calvary Church Representative Email Extending the 6-Day Rule

Action / Motion for Consideration:

- Note Proper Publication of the Hearing Notice in Newspaper & Waive Reading of Notice
- Open Continuation of December 2, 2018 Public Hearing
- Open Public Comment Portion – Ask for Comments
- Close Public Portion of Hearing & Continue until Monday, February 4, 2019 at the Request of the Applicant

Minutes
Town Board Meeting
December 3, 2018

CALVARY CHURCH, 4604 GREENHAVEN DRIVE – CONSIDER THE GRANTING OF A CONDITIONAL USE PERMIT TO ALLOW CONSTRUCTION OF 6,000 SQUARE FEET OF CLASSROOM SPACE: The Public Hearing was held at 7:12 p.m. Ruzek moved to waive the reading of Public Notice noting that proper publication was made. Prudhon seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

The Planner reported that Calvary Church at 4604 Greenhaven Drive is requesting a Conditional Use Permit to allow construction of additional classroom space. He provided an overhead of a master plan of the site as it was proposed in 2002. The master plan showed future additions on the north, east and west sides of the Church with additional parking on the east side of the building. The parking lot is located on the west side of the building. The original master plan for the Church shows approximately 40,000 square feet of future additions. The proposed 6,000 square foot addition on the east side of the building is consistent with the additions shown on the master plan. A Church is listed at a Conditional Use in the R-2 Zoning District. A Conditional Use Permit must be approved by the Town prior to construction of the proposed addition.

Staff has been working with officials of the Church and engineer to complete the plan. At this point there is not a complete application. With the addition of hard surface there will be additional storm water treatment required. They propose to some storm water treatment in the area of the storm water treatment pond that overflows into another treatment pond. They have not prepared the engineering calculations at this point to determine how much larger the storm water treatment pond has to be. Staff is recommending that the request be continued until the December 17, 2018 Town Board meeting to finalize the information. Prudhon asked if the continuation will exceed the 60 day rule. The Planner reported that he has informed the Church that they may have to waive the 60 day rule if necessary and they are aware of that possibility. In response to a question if the 60 day rule could be extended tonight the Town Attorney stated that it could be extended tonight.

Richard Stuerman, BWBR Architects stated that they agree with extending the 60 day rule. He reported that they submitted the plans and the intent of the storm water ponding but there is more data to collect. He stated that they would like to continue the matter to the January 23, 2019 meeting to allow time to get the information to the Town Engineer for review. The Town Attorney stated that if the Town intends to elect its right to extend the 60 day rule it has to be done within the initial 60 day period. The landowner can waive it themselves. He noted that there should a representative of the Church to waive the 60 day rule. Chuck Henne, Chair of the Board introduced himself and stated that Mark Anderson, Treasurer of the Board is also present and they are authorized to waive the requirement. The Town Attorney asked if they are waiving the right under Minnesota Statutes, Section 15.99, Time Deadline for Agency Action, for a period of 60 days. Richard Stuerman stated that was correct.

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

Kermes referenced an email from Jerry Hicks, 4612 Greenhaven Drive, who stated that the Church is an asset to the community except for the parking. He stated that the church goes tend to park on the street even though there is parking on the west end of the lot. This is creating a restriction to the flow of traffic, and especially true when they park on both sides of the street or during the winter. He suggested that parking be limited to one side of the street and strongly suggested that the church announce that parking on the street is not prudent when parking spaces are open in the lot. Staff will follow up on posting one side of the street for no parking after receiving input from the Ramsey County Sheriff's Office.

The Planner noted that the Minnesota State Fair uses this area as a remote shuttle lot during the fair. It was anticipated that the parking may overflow onto the street so the Town posted the street no parking up to a certain point. No complaints were received about parking on the street but the Town observed on street parking. Public Works Director stated that they did receive some complaints and signs were placed. The street is a 32 foot wide street which allows for drive lanes and parking on both sides. It is up to the Town whether it wants to regulate parking on one side or the other.

Prudhon moved, based on Staff's recommendation, and applicant's agreement to waive the 60 day rule, to continue the Public Hearing to January 23, 2019, for Calvary Church, 4604 Greenhaven Drive, to consider granting of a Conditional Use Permit to allow construction of 6,000 square feet of classroom to allow time for applicant's engineer to prepare calculations for enlarging storm water treatment pond. Ruzek seconded. Ayes all.

Patti Walstad

From: Tom Riedesel
Sent: Tuesday, January 15, 2019 10:38 AM
To: Patti Walstad
Subject: FW: Calvary Church - Civil Engineering Drawings and Hydrology Report
Attachments: 100 - TITLE SHEET - SITE PLAN -reduced REV2.pdf; 200EX-EXISTING CONDITIONS.PDF; 230CG-GRADING AND EC PLAN.PDF; 240CU-UTILITY PLAN.PDF; 250CD-CIVIL DETAILS.PDF; Calvary Church - White Bear Township Hydrology Report.pdf

See the last line. Close enough for an extension?

From: Stuerman, Richard [mailto:rstuerman@bwbr.com]
Sent: Tuesday, January 15, 2019 10:09 AM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: Calvary Church - Civil Engineering Drawings and Hydrology Report

Tom,

The digital drawings we discussed are attached to this email for your use. I have printed three half size sets of drawings and two hydrology reports and will have them sent to your office today.

We understand the timing of this additional information will extend the continuance and we will be on the February 4 agenda for the Town Board.

Thank you.

Richard Stuerman
P 651.290.1894 M 651.815.2765 bwbr.com

BWBR
Architecture | Interiors | Planning



**Town Board Meeting
January 23, 2019**

Agenda Number: 7B – Public Hearing

Subject: **Zoning Ordinance Amendment** – Consider Amendments to Section 3 & Section 8 of Ordinance No. 35 as it Relates to Vegetation Clearing

Documentation: Staff Memo / Public Notice / Affidavit of Publication / Proposed Ordinance Amendment

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 Planning Commission & Staff Review & Recommendation:

1. Approve the Amendments to Section 3 & Section 8 of Ordinance No. 35 (Zoning), as it Relates to Vegetation Clearing
2. Authorize Publication

Minutes
Planning Commission Meeting
November 29, 2018

INTENSIVE VEGETATION CLEARING: The Planner reported that the Planning Commission has discussed adopting tree removal regulations in the Shoreland Management Zone at previous meetings. It was the consensus that intensive vegetation clearing needs to be better defined. The Commission asked staff to define “legacy trees”. The U.S. Forest Service provides the following definition: “Trees that have been spared or have survived stand replacing disturbances. A legacy tree is any live tree greater than or equal to 21” DBH (diameter at breast height) and greater than 150 years old, located in a non-old forest stand”.

The Commission also asked staff to define "steep slopes". A steep slope is currently defined in Section 3-68A. It states: "3-68. STEEP SLOPE. Steep slope means land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of these regulations. Where specific information is not available, steep slopes are lands having average slopes over 12 percent; as measured over horizontal distances of 50 feet or more, that are not bluffs".

The following ordinance amendments were reviewed at the June Planning commission meeting. The underlined wording was added in July.

Tree removal in the shore impact zone (which is the area between the ordinary high water level and 50% of the structure setback) is limited to 10% of the existing significant trees. Legacy trees shall not be removed unless they are dead, diseased, dying or hazardous as defined by a licensed arborist.

Significant trees are defined as: Aspen (quaking & big tooth), honey locust, butternut, mountain ash, blue beech, tamarack, hickory, oaks, birch, pine, spruce, basswood, hackberry, walnut, maple (except silver maple), apple, cherry and other native fruit bearing trees and trees exceeding 15" in diameter as measured 4 1/2' above the ground.

The Town may approve removal of existing significant trees on a lot exceeding 10% of the shore impact zone limitation when a re-landscaping plan is approved by the Town Board.

Intensive vegetation clearing – Intensive vegetation clearing is prohibited, except for the following: "Clearing of vegetation that is dead, diseased, dying or hazardous; Clearing to prevent the spread of diseases or insect pests; Removal of invasive non-native species; Restoration and erosion control management activities consistent with a plan approved by the Town Board, local watershed district or water management organization".

To amend the Zoning Ordinance to better clarify tree removal limitations, the following can be recommended:

Add: Definition of Legacy Tree, Section 3-35E; Definition of Significant Tree, Section 3-66I; Section 8-6.5(a)(ii): Tree removal in the Shore Impact Zone is limited to 10% of the existing significant trees. Legacy trees shall not be removed.

(iii) – The Town may approve removal of existing significant trees on a lot exceeding 10% of the Shore Impact Zone limitation when a re-landscaping plan is approved by the Town Board.

(iv) – Delete current section (ii) and replace with: "The above provisions are not applicable to the removal of vegetation that is dead, diseased or hazardous; Must be removed to prevent the spread of diseases or insect pests, as diagnosed and recommended by a licensed arborist; Removal of invasive non-native species; Restoration and erosion control activities consistent with a plan approved by the Town Board and Rice Creek Watershed District or VLAWMO.

The Planner noted that the Rice Creek Watershed District has provided grant funding for rain gardens and has provided grant funding for shoreland work which may be causing erosion control problems.

Swisher moved to recommend to the Town Board to adopt the recommended amendments to the Zoning Ordinance for potential clear cutting as presented at tonight's meeting. Artnet seconded. Ayes all.

Minutes
Planning Commission Meeting
October 25, 2018

INTENSIVE VEGETATION CLEARING: Artner moved to continue the matter of intensive vegetation clearing to a future meeting noting that information is being compiled. Loes seconded. Ayes all.

Minutes
Planning Commission Meeting
August 23, 2018

INTENSIVE VEGETATION CLEARING: Flann moved to table the matter of intensive vegetation clearing. Denn seconded. Ayes all.

Minutes
Planning Commission Meeting
July 26, 2018

INTENSIVE VEGETATION CLEARING: There were discussions at the June Planning Commission meeting regarding adoption of tree removal regulations in the Shoreland Management Zone. The purpose is to better define intensive vegetation clearing. The Commission asked staff to define "legacy trees". The U.S. Forest Service provides the following definition: "Trees that have been spared or have survived stand replacing disturbances. A legacy tree is any live tree greater than or equal to 21" DBH and greater than 150 years old, located in a non-old forest stand".

The Commission also asked staff to define "steep slopes". A steep slope is currently defined in Section 3-68A. It states: **3-68A. STEEP SLOPE.** "Steep slope" means land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of these regulations. Where specific information is not available, steep slopes are lands having average slopes over 12 percent; as measured over horizontal distances of 50 feet or more, that are not bluffs.

The following ordinance amendments were reviewed at the June Planning Commission meeting. The underlined wording was added in July.

Tree removal in the shore impact zone (which is the area between the ordinary high water level and 50% of the structure setback) is limited to 10% of the existing significant trees.

Legacy trees shall not be removed unless they are dead, diseased, dying or hazardous as defined by a licensed arborist.

Significant trees are defined as: Significant tree – aspen (quaking & big tooth), honey locust, butternut, mountain ash, blue beech, tamarack, hickory, oaks, birch, pine, spruce, basswood, hackberry, walnut, maple (except silver maple), apple, cherry and other native fruit bearing trees and trees exceeding 15" in diameter as measured 4 ½' above the ground.

The Town may approve removal of existing significant trees on a lot exceeding 10% of the shore impact zone limitation when a re-landscaping plan is approved by the Town Board.

Intensive vegetation clearing – Intensive vegetation clearing is prohibited, except for the following:

Clearing of vegetation that is dead, diseased, dying or hazardous; clearing to prevent the spread of disease or insect pests; removal of invasive non-native species; restoration and erosion control

management activities consistent with a plan approved by the Town Board, local watershed district or water management organization.

To better clarify tree removal limitations, the following can be recommended: Add: 1) Definition of Legacy Tree, Section 3-35E; Definition of Significant Tree, Section 3-66l; Section 8-6.5(a)(ii) – Tree removal in the Shore Impact Zone is limited to 10% of the existing significant trees. Legacy trees shall not be removed; (iii) – The Town may approve removal of existing significant trees on a lot exceeding 10% of the Shore Impact Zone limitation when a re-landscaping plan is approved by the Town Board; (iv) – Delete current section (ii) and replace with: The above provisions are not applicable to the removal of vegetation that is dead, diseased or hazardous; must be removed to prevent the spread of diseased of insect pests, as diagnosed and recommended by a licensed arborist; removal of invasive non-native species; restoration and erosion control activities consistent with a plan approved by the Town Board and Rice Creek Watershed District or VLAWMO.

It was the consensus there be a definition of legacy or significant trees. The Planner will provide a definition for addition. It was the consensus to continue this topic until member Artner is present.

Loes moved to continue the matter of Intensive vegetation clearing. Swisher seconded. Ayes all.

Minutes
Planning Commission Meeting
June 28, 2018

INTENSIVE VEGETATION CLEARING: The Planning Commission and Staff have been working on refining the Shoreland Management Section of the Zoning Ordinance to better define what is considered "intensive vegetation clearing". The City of Gem Lake allows residents to clear up to 10% of the shore impact zone which is the area between the ordinary high water level and 50% of the structure setback.

Significant trees are defined as: aspen (quaking & big tooth), honey locust, butternut, mountain ash, blue beech, tamarack, hickory, oaks, birch, pine, spruce, basswood, hackberry, walnut, maple (except silver maple), apple, cherry and other native fruit bearing trees and trees exceeding 15" in diameter as measured 4 ½' above the ground.

The Town may approve removal of existing significant trees on a lot exceeding 10% of the shore impact zone limitation when a re-landscaping plan is approved by the Town Board.

Intensive vegetation clearing – intensive vegetation clearing is prohibited, except for the following: clearing of vegetation that is dead, diseased, dying or hazardous; clearing to prevent the spread of diseases or insect pests; removal of invasive non-native species; restoration and erosion control management activities consistent with a plan approved by the Town Board, local watershed district or water management organization.

There was discussion regarding removal of larger trees throughout the Town. The Planner will draft a definition of legacy trees. There was discussion regarding steep slopes and the need for a definition of steep slope.

Ruzek reported that 23 photos what been sent to the Rice Creek Watershed District of tree/vegetation removal on Bald Eagle Island. It is expected that information will be received in 30 days.

Swisher moved to continue the matter of Intensive Vegetation Clearing to allow time for staff to prepare a definition of legacy trees and steep slope. Artner seconded. Ayes all.

**AN ORDINANCE AMENDING ORDINANCE NO. 35 OF THE
TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA,
DATED SEPTEMBER 8, 1972, AS AMENDED AND ENTITLED
“ZONING ORDINANCE OF THE TOWN OF WHITE BEAR
RAMSEY COUNTY, MINNESOTA” AND DIVIDING THE TOWN
INTO DISTRICTS OR ZONES**

THE TOWN BOARD OF SUPERVISORS OF THE TOWN OF WHITE BEAR ORDAINS:

SECTION 1. AMENDMENT. Section 3 – Definitions of Ordinance No. 35 is amended by adding Section 3-35.E. LEGACY TREE which read as follows:

3-35.E. LEGACY TREE. A legacy tree is a tree that has been spared or has survived stand replacing disturbances. A legacy tree is any live tree greater than or equal to 21” DBH and greater than 150 years old, located in a non-old forest stand.

SECTION 2. AMENDMENT. Section 3 – Definitions of Ordinance No. 35 is amended by adding Section 3-66.I. SIGNIFICANT TREE which shall read as follows:

3-66.I. SIGNIFICANT TREE. A significant tree is an aspen (quaking & big tooth), honey locust, butternut, mountain ash, blue beech, tamarack, hickory, oaks, birch, pine, spruce, basswood, hackberry, walnut, maple (except silver maple), apple, cherry and other native fruit bearing trees and trees exceeding 15” in diameter as measured 4 ½’ above the ground.

SECTION 3. AMENDMENT. Section 8-6.5(a).(2) is amended to read as follows:

8-6.5(a). Removal or alterations of vegetation is allowed according to the following standards:

(2). Limited clearing of trees and shrubs and cutting, pruning, and trimming of trees to accommodate the placement of stairways and landings, picnic areas, access paths, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, as well as providing a view to the water from the principal dwelling site, in shore and bluff impact zones and on steep slopes is allowed, provided that:

(i). The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced;

~~(ii). The above provisions are not applicable to the removal of trees, limbs, or branches that are dead, diseased, or pose safety hazards.~~

(ii). The above provisions are not applicable to the removal of vegetation that is dead, diseased or hazardous;
Must be removed to prevent the spread of diseases or insect pests, as diagnosed and recommended by a licensed arborist;
Removal of invasive non-native species;
Restoration and erosion control activities consistent with a plan approved by the Town Board and Rice Creek Watershed District or VLAWMO.

(iii). Tree removal in the Shore Impact Zone is limited to 10% of the existing significant trees.

(iv.) Legacy trees shall not be removed unless they are dead, diseased, dying or hazardous as defined by Town Staff or a licensed arborist.

(v). The Town may approve removal of existing significant trees on a lot exceed 10% of the Shore Impact Zone limitation when a re-landscaping plan is approved by the Town Board.

SECTION 4. SEVERABILITY. Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part thereto, other than the part held to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage and publication.

Passed by the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota, this 23rd day of January, 2019.

APPROVED:

ED M. PRUDHON, Chair

ATTEST:

PATRICK CHRISTOPHERSON, Clerk-Treasurer

Board of Supervisors:

ED M. PRUDHON, Chair
STEVEN A. RUZEK, Supervisor
SCOTT E. MCCUNE, Supervisor

Published in the White Bear Press on February 6, 2019.



**Town Board Meeting
January 23, 2019**

Agenda Number: 8A – New Business

Town Planner Item:

**Subject: Lake Links Trail – Highway 96 Section, North of White Bear
Lake:**

1. Approve the Joint Powers Agreement with the City of White Bear Lake.
2. Approve Proposal from SEH to Perform Trail Planning Services

Documentation: Staff Memo /
Joint Powers Agreement Between the Town of White Bear & City of White Bear Lake /
Agreement for Professional Services from SEH

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Planning Commission, Town Attorney & Staff Review & Recommendation:

- 1) Approve the Joint Powers Agreement Between the Town of White Bear & City of White Bear Lake
- 2) Approve the Agreement for Professional Services from SEH for Consulting Services in an Amount Not to Exceed \$22,000

for Design Work Regarding the Lake Links Trail – Highway 96 Section, North of White Bear Lake With Funding Received from a Legislative Grant Funding Source

MEMORANDUM

TO: TOWN BOARD
FROM: TOM RIEDESEL
DATE: JANUARY 15, 2019

SUBJECT: LAKE LINKS TRAIL – HIGHWAY 96 SECTION, NORTH OF WHITE BEAR LAKE

Funding from the State will be provided to the Town and City of White Bear Lake to help plan and define a trail route along the Highway 96 corridor. Funding in the amount of \$22,000 is available to plan the route.

City and Town staff have been working with Toby Muse at SEH to provide a proposal to define trail route options. A Joint Powers Agreement has also been created between the City of White Bear Lake and White Bear Township.

Two actions are requested of the Town Board:

1. Approve the Joint Powers Agreement with the City of White Bear Lake.
2. Approve the proposal from SEH to perform trail planning services.

TR/psw
cc:admin.file
b:trailjpa

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

THIS JOINT POWERS AGREEMENT (Agreement) is made and entered into the__ day of_____, 2019 by and between the Town of White Bear (the Town), a political subdivision of the State of Minnesota and the City of White Bear Lake (City), a home rule charter city and political subdivision of the State of Minnesota.

RECITALS

A. A proposal has been made to construct a trail around White Bear Lake. Both the Town and City are preparing plans for construction of that portion of the trail lying along the south side of Trunk Hwy. 96 between White Bear Lake, County Park and Dellwood Avenue (Trunk Hwy. 244).

B. To properly plan and design the trail the Town and City need to coordinate their efforts. This includes communications with third parties, including but not limited to Ramsey County (County), Minnesota Department of Transportation (MNDOT) and Lake Links Association.

C. Both the Town and City have selected Short Elliott Hendrickson, Inc. (SEH), to act as consultant for the planning and designing of the trail.

D. The City has requested that the Town act as principal in the contract with SEH.

PURPOSE

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

AGREEMENT

NOW, THEREFORE, in consideration of mutual benefits herein expressed, the Town of White Bear and the City of White Bear Lake agree as follows:

1. That subject to approval the City council of the City the Town is hereby authorized to execute a contract with SEH in the form attached hereto as Exhibit A.

2. The Town shall act as principal, directing SEH and answering any question SEH may have concerning the plans and design of the proposed trail. The Town shall copy the City on

all communications with SEH and shall provide the City with regular progress reports. The Town shall inform the City of any meetings with any third party, including Count or MNDOT. It is understood that the City has the right to send representatives to said meetings.

3. Before submitting any plans for proposals to either the County or MNDOT, representatives of the Town and City shall meet and agree upon a joint plan for the proposed design. In the event the plans or proposals must be submitted to meet a deadline and the Town and City are unable to confer prior to that deadline, ~~Then in that event, the Town is hereby authorized to submit on behalf~~ shall at a minimum obtain the consent of the City ~~those plans and proposals approved by the Town~~ Manager prior to submitting the plans. Prior to such submission the Town shall provide the City with a copy of said submissions.

4. All expenses charged by SEH in connection to the contract shall be shared equally between the Town and City. SEH shall forward all invoices to the Town. The Town shall then forward copies of all invoices together with a statement with the City's share of expenses. The City shall review the invoices and in the event any questions are raised regarding the invoices, the City shall within ten days of the Town mailing the invoices provide the Town written detailed objections. Concerning those invoices to which the City raises no objection, the City shall ~~immediately~~ issue a check to the ~~Township~~ Town within seven business days for its share of the costs. In the case of those invoices to which the City objects, no payment for the disputed amount shall be made to SEH by either the Town or the City until such a time as the objections are resolved. It is hereby understood that all payments due under the SEH contract shall be the responsibility of the Town.

5. The financial obligations of the City and Town for the initial engineering to be performed by SEH under the agreement attached as Exhibit A shall not exceed a combined total of \$22,000, unless the City and Town agree in writing to a change in the scope of the work. Any additional work to be performed under this Agreement must be agreed to by the parties in writing prior to undertaking such work. Any such agreements for additional work shall be attached hereto and made part of this Agreement.

6. ~~5-~~ The Town and City shall each be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The Town and City's liabilities are subject to statutory liability and limits. The limits and liability for the Town and City may not be added together to determine the maximum amount of liability for either party.

7. ~~6-~~ This Agreement shall remain in full force and effect until all necessary government approvals and permits are obtained for construction of the Trail. No amendment to this Agreement shall be effective unless an amendment is reduced to writing and said written document is approved by both the Town and City.

IN WITNESS WHEREOF, the Town of White Bear and the City of White Bear Lake have

caused this Agreement to be executed on their behalf by their proper officers, Board and Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF WHITE BEAR

Dated: _____

By: _____

Its: Town Board Chair

Dated: _____

By: _____

Its: Town Clerk

CITY OF WHITE BEAR LAKE

Dated: _____

By: _____

Its: Mayor

Dated: _____

By: _____

Its: City Manager

Agreement for Professional Services

This Agreement is effective as of November 28, 2018, between White Bear Township (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Preliminary engineering for a new trail proposed on the south side of Trunk Highway 96 between White Bear Lake County Park and Dellwood Avenue (Trunk Highway 244) and as further described in the attached Task Hour Budget (THB) labeled Exhibit 1.

Client's Authorized Representative: Tom Riedesel
Address: 1281 Hammond Road
White Bear Township, MN 55110
Telephone: 651.747.2761 **email:** tom.riedesel@whitebeartownship.org

Project Manager: Toby Muse, PE
Address: 10901 Red Circle Drive, Suite #300
Minnetonka, MN 55343
Telephone: 952.912.2616 **email:** tmuse@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See attached Task Hour Budget (THB) labeled Exhibit 1.

Schedule: Submittal of alternative alignments will occur within 3 weeks of notice to proceed. Entire contract will be completed within 6 weeks of notice to proceed, pending MnDOT & Ramsey County review timeframes.

Payment: The estimated fee is hourly subject to a not-to-exceed amount of \$22,000.00 including expenses and equipment.

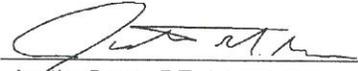
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

White Bear Township

By: 
Justin Gese, PE, LEED GA
Title: Client Service Manager

By: _____
Title: TOWN Board Chair

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between White Bear Township (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 28, 2018

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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EXHIBIT 1

Project Name: TH96 Trail - Preliminary Engineering
 Client: White Bear Township
 SEH Fee Estimate
 Revised Date: November 28, 2018



Task #1 - Project Management	Billing Title	PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
1.1	Contract and General										
	Develop & execute Township agreement	2									2
	Create project in accounting system	1							1		2
	Invoice management	1							1		2
	Subtotal Hours	4							2	N/A	6
	Subtotal Fees	\$651.29							\$180.94		\$832.23
1.2	Meetings (Notice, Agenda, Materials, Minutes)										
	Kickoff meeting with Client (1)	2	2								4
	Kickoff meeting with SEH Staff	1	1	1			1				6
	Site walk with Lake Links Association (1)	2	2								4
	Client design update meeting (one meeting)	2	2								4
	Subtotal Hours	7	7	1	1	1	1			N/A	18
	Subtotal Fees	\$1,139.76	\$1,529.61	\$135.48	\$88.77	\$135.10	\$110.25				\$3,138.98
1.3	Project Correspondence										
	Client email updates & phone calls (2)	6									6
	Subtotal Hours	6								N/A	6
	Subtotal Fees	\$976.94									\$976.94
	Task Hours Summary	17	7	1	1	1	1		2	N/A	30
	Task Fee Summary	\$2,788.00	\$1,529.61	\$135.48	\$88.77	\$135.10	\$110.25		\$180.94	\$111.20	\$5,959.35
Task #2 - Public and Agency Involvement											
2.1	Public and Agency Involvement										
	MnDOT & Ramsey County coordination (3)	2	2	1	1						6
	MnDOT & Ramsey County review (4)	2	2								4
	Subtotal Hours	4	4	1	1					N/A	10
	Subtotal Fees	\$651.29	\$874.06	\$135.48	\$88.77						\$1,749.60
	Task Hours Summary	4	4	1	1					N/A	10
	Task Fee Summary	\$651.29	\$874.06	\$135.48	\$88.77					\$61.80	\$1,811.40
Task #4 - Topographic Survey (5)											
3.1	Topographic Survey										
	Task Hours Summary										N/A
	Task Fee Summary										



Billing Title	PM	PE	PE	St Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #4 - Data Collection & Base Files										
4.1 Data Collection & Base Files										
Collect Data (CAD, Aerial Imagery, Photos, Reports, etc) & private utilities (6)	1			2						3
Reduce data into basemap (Create CAD base file)				4						4
Subtotal Hours	1			6					N/A	7
Subtotal Fees	\$162.82			\$532.60					N/A	\$695.43
Task Hours Summary	1			6					N/A	7
Task Fee Summary	163			533					\$21.00	\$716.43
Task #5 - Environmental Overlay										
5.1 Wetland Overlay										
Level 1 Wetland Delineation (7)					1	2				3
Field Verification (8)										
Subtotal Hours					1	2			N/A	3
Subtotal Fees					\$135.10	\$220.50			N/A	\$355.60
Task Hours Summary	1			1	2	2			N/A	3
Task Fee Summary					\$135.10	\$220.50			\$9.00	\$364.60
Task #6 - Public and Private Utility Identification and Coordination										
6.1 Utility Coordination Process										
Maps							2			2
Subtotal Hours							2		N/A	2
Subtotal Fees							\$207.90		N/A	\$207.90
Task Hours Summary							2		N/A	2
Task Fee Summary							\$207.90		\$6.00	\$213.90
Task #7 - Right of Way / Conservation Boundary										
7.1 Right of Way Designation										
Identify Trail Alignment / ROW needed			4	8						12
Landowner discussions (9)										
Subtotal Hours			4	8					N/A	12
Subtotal Fees			\$541.93	\$710.14					N/A	\$1,252.06
Task Hours Summary			4	8					N/A	12
Task Fee Summary			\$541.93	\$710.14					\$40.80	\$1,292.86



Task #	Billing Title	PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #8 - Alternative Analysis											
8.1	Alternative Analysis										
	Analyze two (2) alternative trail alignments (10)(11)	4	4	4	20						28
	Analyze two (2) crossing configurations at Portland Ave (12)		4	4	20						28
	Subtotal Hours	4	4	8	40					N/A	56
	Subtotal Fees	\$651.29	\$874.06	\$1,083.85	\$3,550.68						\$6,159.89
	Task Hours Summary	4	4	8	40					N/A	56
	Task Fee Summary	\$651.29	\$874.06	\$1,083.85	\$3,550.68					\$194.00	\$6,353.89
Task #9 - Geometric Layout / Preliminary Design											
9.1	Geometric Layout										
	Develop project existing surface model				1	1					2
	Determine typical sections	1			1						2
	Develop and refine horizontal/vertical alignment based on design criteria and impacts	1			8						9
	Proposed Geometrics (construction limits and cross sections)	1	1	4	10						11
	Construction cost estimate (13)	1	1	4							6
	Subtotal Hours	3	2	4	20	1				N/A	30
	Subtotal Fees	\$488.47	\$437.03	\$541.93	\$1,775.34	\$135.10					\$3,377.87
	Task Hours Summary	3	2	4	20	1				N/A	30
	Task Fee Summary	\$488.47	\$437.03	\$541.93	\$1,775.34	\$135.10				\$94.80	\$3,472.67
Task #10 - Geotechnical Information											
10.1	Geotechnical Information										
	Review soil information (14)										
	Task Hours Summary									N/A	
	Task Fee Summary										
Task #11 - Drainage Design											
11.1	Drainage / Storm Sewer Design										
	Identify stormwater drainage patterns (15)			1							1
	Review drainage along trail alignment and identify impacts (16)			2	2						3
	Subtotal Hours			2	2						4
	Subtotal Fees		\$270.96	\$177.53	\$177.53						\$448.50
	Task Hours Summary		2	2	2					N/A	4
	Task Fee Summary		\$270.96	\$177.53	\$177.53					\$22.80	\$471.16



Billing Title	PM	PE	PE	Sr Tech	GIS Analyst	Scientist	Admin Tech	Accounting Rep	Reimbursable Expenses	Total
Task #12 - Project Submittal										
12.1 Project Submittal										
22x34 Graphic (17)	2	1	4	12						19
Subtotal Hours	2	1	4	12					N/A	19
Subtotal Fees	\$325.65	\$218.52	\$541.93	\$1,065.20						\$2,151.29
Task Hours Summary	2	1	4	12					N/A	19
Task Fee Summary	\$325.65	\$218.52	\$541.93	\$1,065.20					\$92.51	\$2,243.66
Task #13 - Permits and Approvals										
13.1 Permits and Approvals										
Required approvals and permits (18)										
Task Hours Summary									N/A	
Task Fee Summary									N/A	
Project Summary										
Project Hours Summary	31	18	24	90	3	3	2	2	N/A	173
Project Fee Summary	\$5,048	\$3,933	\$3,262	\$7,989	\$405	\$331	\$208	\$181	\$654	\$22,000
Cost per Hour	\$163	\$219	\$135	\$89	\$135	\$110	\$104	\$90	N/A	\$123

Notes:

- Kickoff meeting was conducted on October 12, 2018 with White Bear Township, City of White Bear Lake, Lake Links Association (LLA) and SEH staff. Site walk meeting was conducted on October 22, 2018 with Michael Brooks (LLA), Tom Sohnweide and Toby Muse (SEH).
- Assumes weekly project correspondence with White Bear Township, City of White Bear Lake and Lake Links Association staff
- Since TH96 will be turned over to Ramsey County at some TBD time in the future, Ramsey County will need to review preliminary engineering documentation with MnDOT. Includes project correspondence with MnDOT East Metro District Engineer and Ramsey County Director of Public Works. Correspondence will include submittal of preliminary engineering documentation and addressing comments received.
- Assumes two (2) iterations of preliminary engineering graphic submittal to MnDOT & Ramsey County for review and comment.
- A topographic survey will not be completed. Instead, SEH will use Ramsey County Light Detection and Ranging (LIDAR) contours to establish an existing base-line design surface.
- Includes requesting ROW map from MnDOT, site photos from field walk, and processing a Gopher State One Call for private utility maps.
- A Level 1 wetland delineation will be completed. This includes review of existing wetlands identified on the National Wetlands Inventory, County soil survey, aerial photographs, site photos, etc. to determine where wetlands are likely present within the project corridor.
- Field verification of existing wetland locations or limits is not included.
- Does not include SEH participation in any landowner discussions regarding associated private property impacts due to incorporation of the trail design. Assumes this task will be completed by either White Bear Township, City of White Bear Lake or Lake Links Association staff.
- Includes one alignment if placed within MnDOT ROW (where feasible) and another preferred trail alignment that fits in ROW where feasible but moves onto private property where there is not enough ROW or does not meet design rules.
- Per our conversation with the MnDOT East Metro District Engineer on 11/26, MnDOT will require minimum separation requirements listed in Section 5.3 of the MnDOT Bikeway Facility Design Manual as the baseline for preliminary design. This will initially require review of a 5-foot minimum boulevard between edge of TH96 road pavement and edge of trail pavement if concrete curb & gutter is incorporated on TH96 or a 10-foot minimum separation between the same points if no curb and gutter is present. MnDOT is open to reviewing and commenting on other design treatments that would minimize width between trail and roadway, but has already ruled out a previous option suggested by Lake Links that included a concrete jersey barrier with railing. SEH will explore if MnDOT/Ramsey County will consider decreasing existing shoulder/proposed boulevard widths, shifting existing striping, adding guardrail, or some combination thereof.
- Preliminary alternative crossing configurations will be shown on 11x17 plots. Plots will delineate existing basemap with proposed crossing alignments. Preliminary submittal will include an email identifying pros/cons (maximum of 5 each per crossing) and a recommendation. Final agreed upon configuration will be shown on the 22x34 boards.
- Cost estimate will be calculated using all inclusive overall unit prices (XFLF for trails or Lump Sum for intersection improvements at Portland Ave.) in lieu of an itemized list.
- Soil information will not be reviewed. We understand from our October 12 kickoff meeting that site soils are generally sandy. We will move forward with this assumption when developing the preliminary engineering cost estimate.
- Assumes preliminary analysis of drainage areas using Ramsey County LIDAR.
- Does not include comprehensive storm sewer design, culvert, sizing, or swale design. Task will only identify areas needing further review or design based on discussions with MnDOT & Ramsey County.
- Includes submittal of two (2) 22x34 graphics in pdf format. The other will show ROW alignment. The other will show the preferred alignment. Assumes others will plot based on need for future public involvement meetings. Both graphics will display aerial imagery overlaid by existing conditions, proposed trail alignment with associated impacts, where applicable. Graphics will also include proposed inwork at Portland Avenue intersection of recommended crossing location and any applicable precedent photos of a particular treatment, if applicable.
- Does not include any formal project approval process relative to MnDOT, Ramsey County, Watershed District or other applicable agencies. Does not include any permitting or review of permitting regulations.



**Town Board Meeting
January 23, 2019**

Agenda Number: 8B – New Business

Town Engineer Item:

Subject: 2019 Street Improvement Projects:

1. Authorize TKDA to Prepare a Feasibility Report.
2. Adopt a Resolution of Intent to Reimburse.
3. Assessment Policy Discussion.

Documentation: Town Engineer Correspondence /
Resolution of Declaring Official Intent to Reimburse /

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Town Engineer & Public Works Director Review & Recommendation Authorize TKDA to Prepare a Feasibility Report in an Amount Not to Exceed \$36,400.00, Which Includes Soil Borings in an Estimated Amount of \$9,000.00 With Funding from Improvement Fund 505

Adopt the **RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

Ruzek – Moves

McCune - Seconds

Minutes
Town Board Meeting
January 7, 2019

PAVEMENT MANAGEMENT PLAN – ACCEPT AND APPROVE THE PAVEMENT MANAGEMENT BOOKLET: Larry Poppler, TKDA, reported that a primary function of Township government is to provide safe yet economical local roadways to serve the public. The Town Board approved a study of Township roadways to understand the current condition of the roadway system as a whole and to determine appropriate next steps to manage these roadways. TKDA has completed the study and

has assembled the information within a document title "Pavement Management Booklet" prepared for White Bear Township.

At the Town Board Executive Meeting on December 28, 2018, a draft was presented of the Pavement Management Booklet which contained the following:

1. Executive Summary with Recommendations
2. General Pavement Management Background
3. Data Analysis and Maps of White Bear Township Streets
4. Improvement Costs
5. Funding Options
6. Communication Plan

The Town Board discussed and provided the following comments and direction:

- Discussed funding challenges, but appreciated the information to move forward with strategic programming for street improvements
- Directed TKDA to finalize the Pavement Management Booklet for consideration at tonight's meeting
- Directed TKDA to provide a presentation of the findings at tonight's meeting
- Directed that the Assessment Policy be reviewed for consideration of amending the assessment rate
- Directed that the Annual Meeting include discussion of pavement management.

The finalized Pavement Management Booklet will present the findings of the report of the Town Board for acceptance and approval.

Approval of the Pavement Management Booklet does not obligate the Town Board to complete recommended improvements, but provides background data for consideration of roadways for possible improvement. This necessary first step provides the foundation for improvements to move forward. As roadways are selected for possible improvement, each project will be studied further and publicly vetted. As discussed in the booklet, performing the right improvement at the right time provides value to the citizens of White Bear Township by maximizing the longevity of the costly initial investment.

The Engineer recommended the following action by the Town Board tonight; 1) direct staff to amend the assessment policy; and 2) direct the Town Engineer to provide quote for feasibility engineering services for 2019 street improvements.

The Town Engineer noted that if the Town street system were built today it would cost over \$80 million in today's dollars. He reported that his report tonight will include: 1) General pavement management background; 2) data and analysis of Township streets; 3) improvement costs; 4) funding; and 5) communication plan.

White Bear Township Pavement Management: White Bear Township has 42.9 miles of Township roadways. If built today, the cost of these roadways would be over \$80 million. In order to manage this costly investment, pavement management planning is necessary to assure the residents that they are receiving the best value for the costs paid to construct the roadway system. Township staff rate the pavement of each street in the community on a scale of 0 to 5 and use this information to prioritize improvements. Using the current street ratings, the overall rating of the street system is 3.4 which is good overall. The goal of the Township should be to preserve the overall rating between 3.4 – 3.6. Today, nearly 11 miles of street are at or below a rating of 2.2 which is rating where rehabilitation or reconstruction should be considered. These 11 miles represent nearly a quarter of the street system, which is a high percentage. Performing street improvements at the right time provides the best value

in preserving the costly initial construction investment. Strategically completing crack sealing, seal coating, and mill and overlay improvement is smart management of the Township dollars. More costly rehabilitation or reconstruction is needed once the streets have degraded to a point where mill and overlay improvements would have limited value.

Costs per square foot were prepared for various types of improvements. The costs include mill and overlay with bituminous curb \$3.00/SF; mill and overlay with concrete curb and gutter \$4.00/SF; rehabilitation with concrete curb and gutter \$5.00/SF; reclamation adding new concrete curb and gutter \$9.00/SF; and reconstruction adding concrete curb and gutter \$12.00/SF.

In order to receive 60 years of street life, the Township should be completing at least \$2.2 million in today's dollars in street improvements per year, not including crack sealing and seal coating. Without this yearly investment, some streets will slide into more costly repairs and future Township property owners will bear the burden of these street improvements. This minimum yearly investment is needed to keep the overall street network rating within the desired range.

Using costs per square foot, project groupings were analyzed over the next five years. The analysis assisted in the creation of a recommended funding plan for street improvements. The funding plan also analyzed the assessment rates comparing assessments for 100%, 50% and 40% of the street costs. It is recommended that the assessment policy be revised from 100% to assess 50% of the street improvement costs to assure that the assessment meets State Statute criteria for benefit. It is also recommended that the Township bond for the improvements over a 10-year period. This bonding will allow the Township to phase in their street investments over a 10-year period to lessen the tax burden.

A communication plan utilizes a variety of communication tools to inform the public including mailed brochures, informational meetings, open houses, project questionnaires, project newsletters, Township website, and individual meetings or communication. The Annual Town Meeting is also an opportunity to discuss this topic with the residents of the community.

Pavement Degradation: Many factors account for roadway deterioration including: drainage; underlying soil conditions; original street construction; traffic volumes / loading; time; weather; utility impacts / patches. **Drainage:** The most important contributor in road deterioration is drainage. If surface drainage is not controlled properly and removed from the roadway as well as the roadway base, the street will deteriorate at a pace much higher than a street with good drainage control. The addition of curb and gutter and storm sewer pipe assists in the control of drainage. **Underlying Soil Conditions:** The second most important contributor to road deterioration is the underlying soils in which the street was constructed. If a road is built over sand materials, the roadways tend to perform well. However, if the same roadway was constructed over clay or silt material the roadway will have cracking, settlement, or potholes much sooner in the life of the street. **Original Street Construction:** Much has been learned about the degradation of pavement. Today's recommendations for streets are more robust simply because so much more has been learned about how these streets will perform over time. **Traffic Volumes and Loading:** The amount of traffic as well as the weight of the traffic on a street is a contributor to roadway degradation. Loading over time can also degrade the aggregate beneath the roadway. **Time:** Bituminous pavement is a flexible material and will flex as a vehicle is travelling over the pavement. Overtime, bituminous oxidizes which made the pavement more brittle and susceptible to cracking. The process of oxidation can be seen as the pavement starts at a dark black state and gradually lightens. **Weather:** If moisture is not removed from the street it can add to the degradation of the street. **Utility Impacts:** The roadway corridor includes many utilities including water, sewer, storm sewer, gas, electric, cable, and telephone. Patching of the street after maintenance of the utilities disturbs the pavement section and the underlying soils which can lead to settlement. A number of patches on one roadway can create ride-ability issues.

The Engineer provided an overhead showing various Town streets and street conditions. **Pavement Improvements: Crack sealing / seal coat:** Crack sealing helps prevent the road from widening or developing other cracks nearby and is done ahead of seal coating. It prevents water from entering the unsealed cracks and causing softening of the pavement. **Asphalt Patching:** Milling and asphalt is a temporary measure to keep streets drivable, plow able, and functioning until a street improvement is performed. This type of repair of the roadway has limited value in extending the life of the street, but is more of a temporary fix. **Mill and Overlay:** This improves the existing road in place. It consists of grinding and removing the top layer of the pavement, typically 1.5 to 2 inches. Performing mill and overlay will extend the life of the existing pavement typically by 15 years. **Rehabilitation:** If the roadway already has a curb and gutter and is in good condition, a pavement rehabilitation can be used to upgrade the street conditions. Rehabilitation includes removal or milling of the full depth of bituminous, checking aggregate base materials, and paving over the upgraded or existing base material. **Reconstruction:** Includes the complete removal of pavement, curb, and base material and replacement with class 5 aggregate, bituminous, new concrete curb and gutter, storm sewer, and in some cases granular borrow (sand material).

Optimal Pavement Life Cycle: The Engineer provided an overhead graphic of traditional vs optimal life-cycle that is created by performing maintenance at the right time. By performing the right maintenance at the right time extends the life of the street up to 60 years. Maintenance activities include crack sealing, seal coating, as well as mill and overlay.

The Engineer provided graphics of Initial Street Construction, pavement age, mileage of streets by rating (2018), mileage of streets by rating (2023) and (2028). General improvement costs were reviewed for mill and overlay (\$475,000 / mile); rehabilitation (\$792,000); reclamation (\$1,425,000 / mile); reconstruction (\$1,900,000 mile). Recommended projects for the next five years include: 1) Parkview Dr / Parkview Ct / Fenway Ct. Mill and overlay. Project cost: \$410,868; 2) Weston Woods / Moon Lake Cir / Gilfillan Ct. Mill and overlay. Project cost: \$244,728; 3) White Bear Parkway (Oakmede to Otter Lake Road). Reclamation: \$472,410; 4) 4th Street (TH 61 to Portland) / 5th Street. Mill and overlay with bituminous curb. Project cost: \$244,269; 5) Hobe Lane / West Hobe Ct / N Hobe Ct. Mill and overlay with bituminous curb) Project cost: \$346,113; 6) Homewood / Lakewood / Ralph / Arbor / Hillaire / Summit / Forrest / Glen Oaks. Reclamation (adding curb). Project cost: \$1,612,548; 7) Birch Knoll / Portland / Martin / Effress. Reclamation (adding curb). Project cost: \$1,579,338; 8) Lakewood / Stacker / Portland / Randy / Roth / Homewood. Reclamation (adding curbing. Project cost: \$1,924,884; 9) Williams / Ridgeway / Hoxie / Shadyside / Gaston / O'Connors / Gilbert / 5th Ct / 4th Ct / 4th St / Hugo Ct. Reclamation (adding curb). Project cost: \$838,593; 10) Silver Fox / Jenni / Christine / Katie / Suzanne / Richard / Paul / Buffalo / Westergren / Ridge / Franklin. Project cost: \$931,365.

The Engineer reported that they have project specific communication to provide information at the right time to build project support and inform residents of upcoming events.

Ruzek moved, based on Town Engineer review and recommendation to accept and approve the Pavement Management Booklet. McCune seconded. Ayes all.

Ruzek moved to direct staff to amend the Assessment Policy. McCune seconded. Ayes all.

Ruzek moved to direct the Town Engineer to provide a quote for preparation of a feasibility report for 2019 street improvements. McCune seconded. Ayes all.



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

January 17, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

RE: 2019 Street Improvements Feasibility
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

The Town Board accepted and approved the Pavement Management Booklet at their January 7th meeting. TKDA was then directed to prepare a cost estimate to prepare a feasibility report for the 2019 Improvements.

The first step in the Public Improvement process is to prepare a feasibility report to determine the existing issues, the extent of the improvements and the cost of the proposed improvements.

The five areas are shown in the attached map. They cover:

- Parkview Area – Parkview Drive, Parkview Court, Fenway Court
- Weston Woods Area – Weston Woods Way, Moon Lake Court, Gilfillan Court
- White Bear Parkway – Oakmede Lane to Otter Lake Road (Reclamation)
- 4th Street & 5th Street – East of Highway 61
- Hobe Area – Hobe Lane, West Hobe Court, North Hobe Court

The streets may have subgrade issues that will need to be addressed during the design. Soil borings of the streets will be necessary to determine what corrections will be necessary.

The feasibility report will cover the proposed improvements for Mill and Overlay of the four areas and reclamation of White Bear Parkway. A residential questionnaire will be sent out, a residential informational meeting will be held, assessments will be determined and a Public Hearing will be held at the end of the process.

TKDA will work closely with staff and the Town Board through the entire process. TKDA will prepare all the documents to be sent out and the Township will send out the information.

The Assessment Policy will be adjusted separately through the Township.

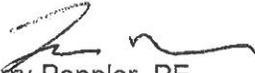
2019 Street Improvements Feasibility
January 17, 2019
Page 2

TKDA would work with White Bear Township staff. TKDA will prepare the feasibility report for a total amount not to exceed \$37,400.00. This includes the soil borings for an estimated amount of \$9,000.00. The feasibility report will then be presented to the Town Board. The proposed improvement projects will be discussed and determine the schedule of their improvement activity.

The funding for these projects will be through the Improvement Fund 505.

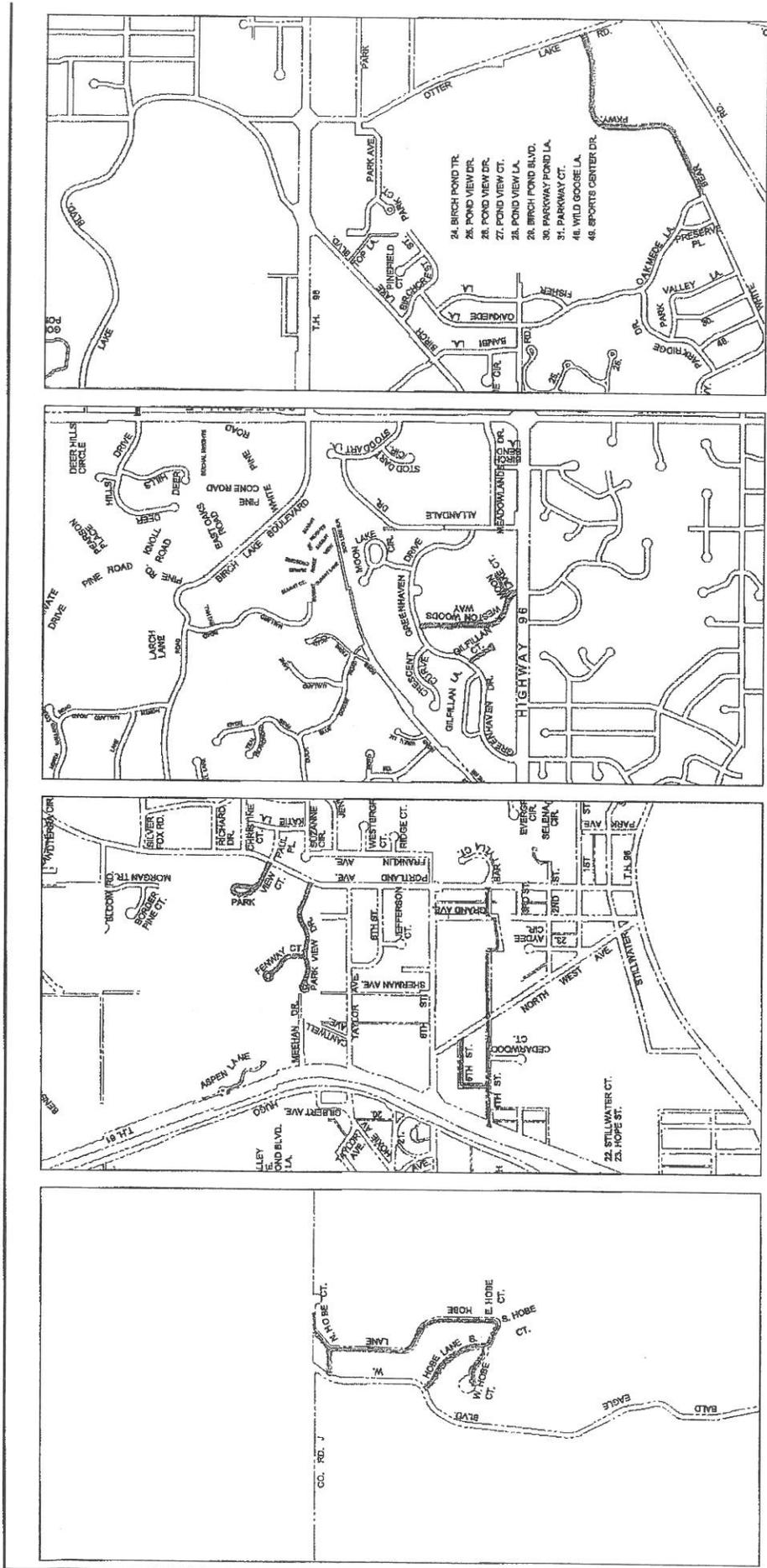
Please contact me with any questions.

Sincerely,



Larry Poppler, PE
Principal in Charge

Attachment



LEGEND



STREET IMPROVEMENT PROJECT AREA



JAN 2019

16627.011

2019 STREET IMPROVEMENT
PROJECT AREAS

WHITE BEAR TOWNSHIP
PAVEMENT MANAGEMENT

444 Cedar Street, Suite 1500
Selle Park, MN 55101
651.262.4400
rtd.com



TKQA

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON JANUARY 23, 2019

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on January 23, 2019 at 7:00 p.m.

The following members were present: Prudhon, Ruzek, McCune; and the following voted against the same: None.

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION DECLARING OFFICIAL
INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, Federal regulations relating to tax-exempt bonds treat bond proceeds used to reimburse prior expenditures as expended only if certain requirements are met, including as to some expenditures, the requirement of declaring an official intent to reimburse,

AND WHEREAS, expenditures to be reimbursed have been paid and will continue to be paid by the Town of White Bear for various improvement projects initiated under Minnesota Statutes, Chapter 429, prior to the issuance of bonds to finance such improvements,

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

That the Town hereby declares its intent to reimburse expenditures for the improvement project listed below:

Project Name	Reimbursement Amount
2019 Street Improvement Projects	\$ 1,780,000.00

with proceeds of the bonds to be used by the Town in the maximum expected principal amount of \$1,780,000.00.



**Town Board Meeting
January 23, 2019**

Agenda Number: 8C – New Business

Town Engineer Item:

**Subject: Hammond Road Water Tower Painting - Authorize
Preparation of Plans & Specifications**

Documentation: Town Engineer Correspondence

Action / Motion for Consideration:

Town Engineer Report at Meeting / Discuss

Based on Town Engineer & Public Works Director Review & Recommendation Authorize TKDA to Prepare Plans & Specifications to Remove the Existing Paint Coating, to Re-Coat the Interior & Exterior Surface of the Water Tower & Perform the Bidding Process for an Amount Not to Exceed \$29,400.00, With Funding From the Water Fund



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

January 16, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

RE: Repainting Hammond Road 750,000 Gallon
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

As part of the Township's infrastructure management program, the repainting of the water towers is programmed in the Township's CIP. In 2019, the Hammond Road water tower located at 1283 Hammond Road next to the Township offices is scheduled for repainting.

The Hammond Road water tower was built in 1982. The paint has reached its typical life span. The tower has been periodically inspected and cleaned, including interior diving over the years. During the inspections and cleanings, there were no major concerns with the water tower. There will be minor improvements to areas of the tower as part of this project.

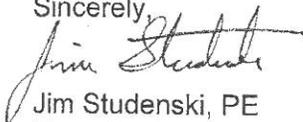
The tower will be taken out of service to perform the work over a 3-4 months' timeframe. Temperatures will need to be moderate to allow for proper paint curing. The tower will require a containment enclosure during the process to protect overspray from reaching the adjacent facilities, nearby businesses and park.

We will work with Public Works Department through the entire process to make sure all parts of the process meet the Township's requirement concerns. It is planned to add a concrete floor to the structure, replace aerial lights on top of the tank, replace mud valve, and rebuild/replace altitude valve and step improvements at the service door. Both the Hammond tower and Northeast tower will have the pipe in the below grade pit sandblasted and painted.

TKDA will prepare the plans and specifications to remove the existing paint coating, to re-coat the interior and exterior surface of the water tower and perform the bidding process for an amount not to exceed \$29,400.00.

We will be bidding this project for the construction options of spring or fall. We have been working with the antenna cell carrier. The funding source will be through the Water Fund.

Sincerely,



Jim Studenski, PE
Town Engineer



**Town Board Meeting
January 23, 2019**

Agenda Number: 8D – General Business

Town Engineer Item:

Subject: Lift Station #9 Rehabilitation – Authorize Preparation of Plans & Specifications

Documentation: TKDA Correspondence

Action / Motion for Consideration:

Town Engineer Report at Meeting / Discuss

Based on Town Engineer & Public Works Director Review & Recommendation Authorize TKDA to Prepare Plans & Specifications for the Rehabilitation of Lift Station #9 in an Amount Not to Exceed \$41,800.00, With Funding from the Sewer Utility Fund



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

January 16, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

RE: Lift Station #9 Rehabilitation
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

The Township has ten lift stations within the sanitary sewer collection system at various locations. Public Works provides routine preventive maintenance on these lift stations to keep them functioning. Lift Station #9 was installed in 1979 and has reached a point where the components are obsolete and are in need of replacement for the equipment to function reliably. It is part of the Town's infrastructure rehabilitation program. This is the last of the lift stations to be rehabilitated.

Lift Station #9 is located at 4295 Otter Lake Road (see attached picture). The lift station is surrounded by wetlands. The control panel will be upgraded to the current Town standards along with new pumps, pump rail guides, valves, force main will be lined or replaced, install a new antenna pole, power supply reviewed, and the valve vault will be reviewed.

The lift station will have the control panel removed from the top slab and mounted alongside it at grade. The top slab will be lowered to ground elevation to address safety issues. The bituminous driveway will be replaced with concrete and improved to better facilitate working at the site.

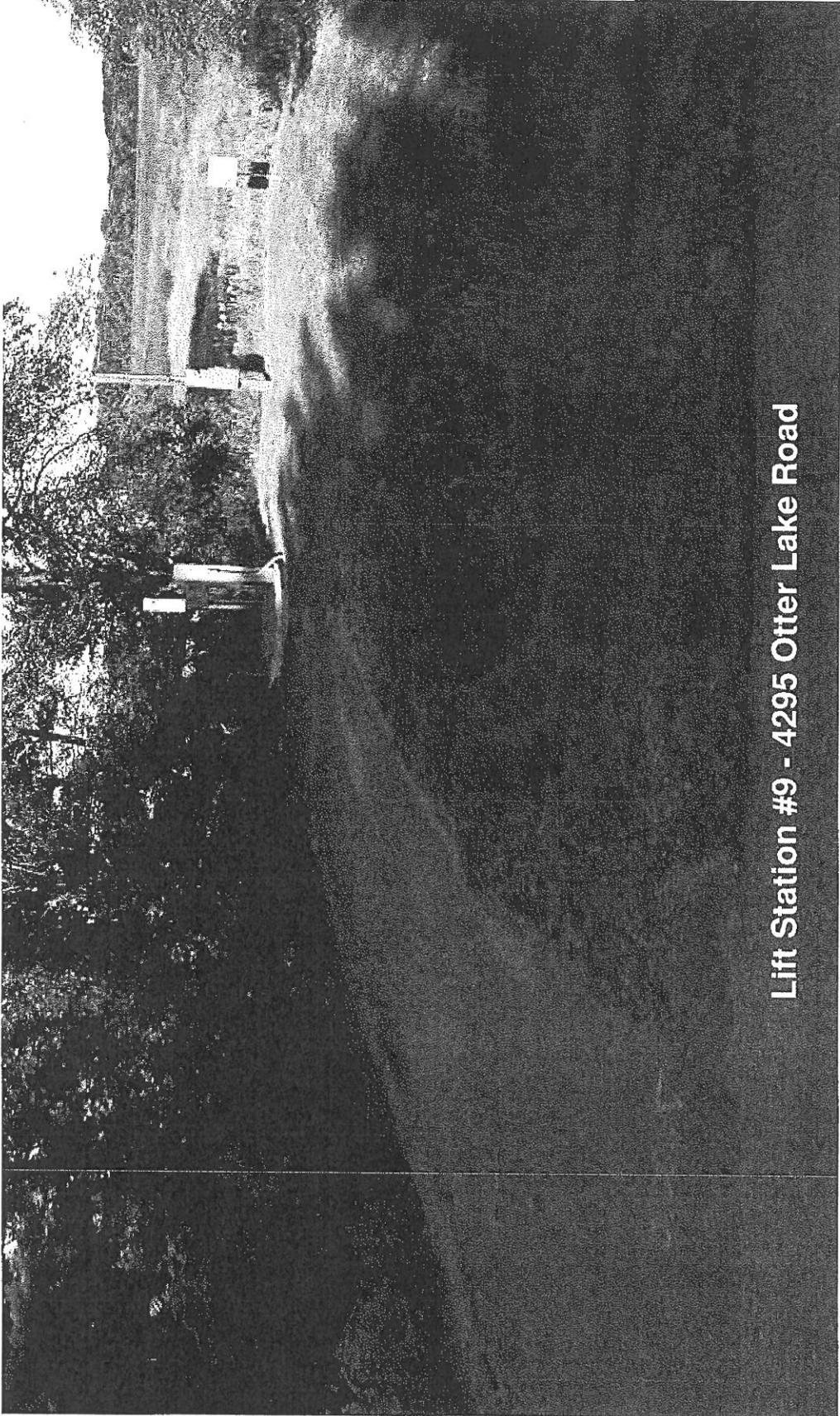
The lift station site may limit how the improvements are configured.

TKDA will work with Public Works staff to determine the specifics of the rehabilitation improvements that will take place. The project plans and specifications will be completed for bidding this spring and construction in the summer/fall.

The preparations of the plans and specifications will be completed for an amount not to exceed \$41,800.00. We will keep the Town Board updated of the progress. The project will be funded through the Sewer Utility Fund. Please contact me with any questions.

Sincerely,

Jim Studenski, PE
Town Engineer
Attachment



Lift Station #9 - 4295 Otter Lake Road



**Town Board Meeting
January 23, 2019**

Agenda Number: 8E – General Business

Public Works Director Item:

Subject: Probationary Period – Timothy Cunningham, Public Works Department

Documentation: Pete Tholen/Dale Reed Memo

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Staff Review & Recommendation Appoint Timothy Cunningham to Township Service as a Full-Time Employee

MEMORANDUM

Date: January 9, 2019

To: Town Board

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

Re: Tim Cunningham – 6 Month Probationary Period

Pursuant to Section III F. Probationary Period, of the Township Employee Handbook, we are hereby reporting to the Town Board on the performance of Tim Cunningham. On July 9, 2019, Tim began his position as Public Works Maintenance Worker for White Bear Township.

Our report is based on observations as well as feedback from both the Public Works and Administrative staff over the past 6 months.

Tim is performing all of the essential functions of the position as set forth in the Public Works Maintenance Worker Job Description (see attached). Tim's performance in all areas either meets or exceeds those in the job description. Tim has also passed his class "A" CDL Driver's License written and driver's test as required within the 6-month probationary period.

We feel that Tim enhances the Public Works Department's personnel dynamics by being a team player and by being willing to tackle any job/task given to him. He also openly communicates to his supervisor and to the other Public Works Maintenance Staff.

We are very pleased with Tim's performance to date and look forward to working with him to further his career goals with the Township.

We recommend that the Town Board appoint Tim Cunningham to Township service as a full-time Public Works Employee.



**Town Board Meeting
January 23, 2019**

Agenda Number: 8F – General Business

Public Works Director Item:

Subject: Public Works Service Door Canopies:

1. Approve Revised Plans & Specifications.
2. Authorize Advertisement for Quotes

Documentation: Public Works Director Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation:

- 1) Approve the Revised Plans & Specifications &
- 2) Authorize Advertisement for Quotes for the Two Canopies over the Two Service Doors at the Public Works Building Noting that the Quotes Will be Due February 25, 2019 @ 4:30 p.m.

MEMORANDUM

Date: January 14, 2019

To: Town Board

From: Dale Reed, Public Works Director

Re: Public Works Canopy Plans & Specification Approval and Authorization for Quotes.

Late in the summer of 2018 quotes were requested for the installation of canopies over two service doors at the Public Works Building. The bidding documents were sent to three (3) different area contractors for quotes. Only one contractor was responsive to the quote request. Cobra Construction, Inc. provided the only quote for \$39,686.20. The engineer's estimate was \$26,000.00, considerably less than the quote. The quote was recommended for rejection by the Public Works Director at the October 1, 2018 Town Board meeting since only one quote was received.

The plans and specifications were revised by TKDA since the original quote based on comments from Cobra Construction, Inc. on the original plans and specifications. The Town will advertise the project in the White Bear Press two times after approval by the Town Board. Quotes will be due February 25, 2019 @ 4:30 p.m. They will be presented to the Town Board on March 4, 2019 for acceptance and approval of the low quote.

Board action requested is to approve the revised plans and specifications and authorize staff to request quotes for the canopies over the two service doors at the Public Works.



WHITE BEAR TOWNSHIP
 1445 COLBY STREET, SUITE 1500
 SAINT PAUL, MN 55101

**PUBLIC WORKS
 CANOPY
 ADDITION**

CONSTRUCTION DOCUMENTS

WHITE BEAR TOWNSHIP

PUBLIC WORKS CANOPY ADDITION

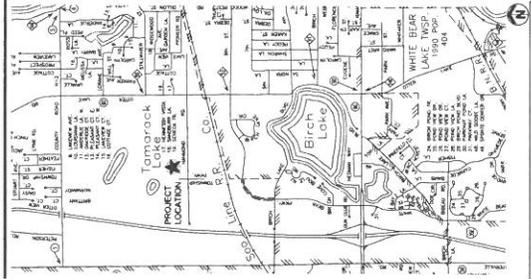
WHITE BEAR TOWNSHIP

MINNESOTA



**WHITE BEAR
 TOWNSHIP**

SITE LOCATION MAP



DANIEL JENSEN ARCHITECT
 1445 COLBY STREET, SUITE 1500
 SAINT PAUL, MN 55101
 TEL: (612) 421-2228
 FAX: (612) 421-2228
 E-MAIL: daniel.jensen@djarch.com

ST. PAUL, MINNESOTA 55101
 444 COLUMBIA STREET, SUITE 1500
 TEL: (612) 871-1111
 E-MAIL: jim.grover@pbcc.com

PROJECT INFORMATION

PROJECT LOCATION: 1445 COLBY STREET, SUITE 1500, SAINT PAUL, MN 55101
 PROJECT NAME: PUBLIC WORKS CANOPY ADDITION
 PROJECT NUMBER: 2018-001
 PROJECT DATE: 08/2018
 PROJECT OWNER: WHITE BEAR TOWNSHIP
 PROJECT ARCHITECT: DANIEL JENSEN ARCHITECT
 PROJECT ENGINEER: JAMES L. STUBBS, P.E.
 PROJECT CONTRACTOR: TROSA

ABBREVIATIONS

ARCH: ARCHITECTURAL
 A.S.C.: ARCHITECTURAL SYMBOLS CODE
 A.S.T.M.: AMERICAN SOCIETY OF TESTING MATERIALS
 A.S.T.M. A 36: STRUCTURAL STEEL
 A.S.T.M. A 572: STRUCTURAL STEEL
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 A.S.T.M. A 685: STRUCTURAL STEEL
 A.S.T.M. A 686: STRUCTURAL STEEL
 A.S.T.M. A 687: STRUCTURAL STEEL
 A.S.T.M. A 688: STRUCTURAL STEEL
 A.S.T.M. A 689: STRUCTURAL STEEL
 A.S.T.M. A 690: STRUCTURAL STEEL
 A.S.T.M. A 691: STRUCTURAL STEEL
 A.S.T.M. A 692: STRUCTURAL STEEL
 A.S.T.M. A 693: STRUCTURAL STEEL
 A.S.T.M. A 694: STRUCTURAL STEEL
 A.S.T.M. A 695: STRUCTURAL STEEL
 A.S.T.M. A 696: STRUCTURAL STEEL
 A.S.T.M. A 697: STRUCTURAL STEEL
 A.S.T.M. A 698: STRUCTURAL STEEL
 A.S.T.M. A 699: STRUCTURAL STEEL
 A.S.T.M. A 700: STRUCTURAL STEEL

SHEET INDEX

SHEET NO.	DESCRIPTION	REV.	NOTES
1	GENERAL NOTES		
2	FOUNDATION		
3	FLOOR PLAN		
4	ELEVATIONS		
5	SECTION		
6	DETAILS		
7	FINISH SCHEDULE		
8	CONTRACT DOCUMENTS		

MATERIALS LEGEND

SYMBOL	DESCRIPTION	REMARKS
[Symbol]	CONCRETE	
[Symbol]	STEEL	
[Symbol]	WOOD	
[Symbol]	GLASS	
[Symbol]	INSULATION	
[Symbol]	ROOFING	
[Symbol]	PAINT	
[Symbol]	FINISH	

SYMBOLS LEGEND

SYMBOL	DESCRIPTION	REMARKS
[Symbol]	FOUNDATION	
[Symbol]	FLOOR PLAN	
[Symbol]	ELEVATIONS	
[Symbol]	SECTION	
[Symbol]	DETAILS	

DRAWING SYMBOL LEGEND

SYMBOL	DESCRIPTION	REMARKS
[Symbol]	FOUNDATION	
[Symbol]	FLOOR PLAN	
[Symbol]	ELEVATIONS	
[Symbol]	SECTION	
[Symbol]	DETAILS	

ISSUED FOR RE-BID

ALL CONTRACTORS AND SUBCONTRACTORS SHALL
 BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM THE
 APPROPRIATE AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY PERMITS AND
 APPROVALS FROM THE APPROPRIATE
 AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY PERMITS AND
 APPROVALS FROM THE APPROPRIATE
 AGENCIES.

CONTRACTOR: TROSA
 PROJECT NO.: 2018-001
 SHEET NO.: 1001
 DATE: 08/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

MINNESOTA
 PROFESSIONAL ENGINEER
 JAMES L. STUBBS, P.E.
 LICENSE NO. 4298
 EXPIRES: 08/31/2021

1445 COLBY STREET, SUITE 1500
 SAINT PAUL, MN 55101
 TEL: (612) 421-2228
 FAX: (612) 421-2228
 E-MAIL: daniel.jensen@djarch.com

ST. PAUL, MINNESOTA 55101
 444 COLUMBIA STREET, SUITE 1500
 TEL: (612) 871-1111
 E-MAIL: jim.grover@pbcc.com

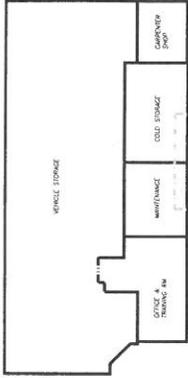
TITLE SHEET

G001
 16327004

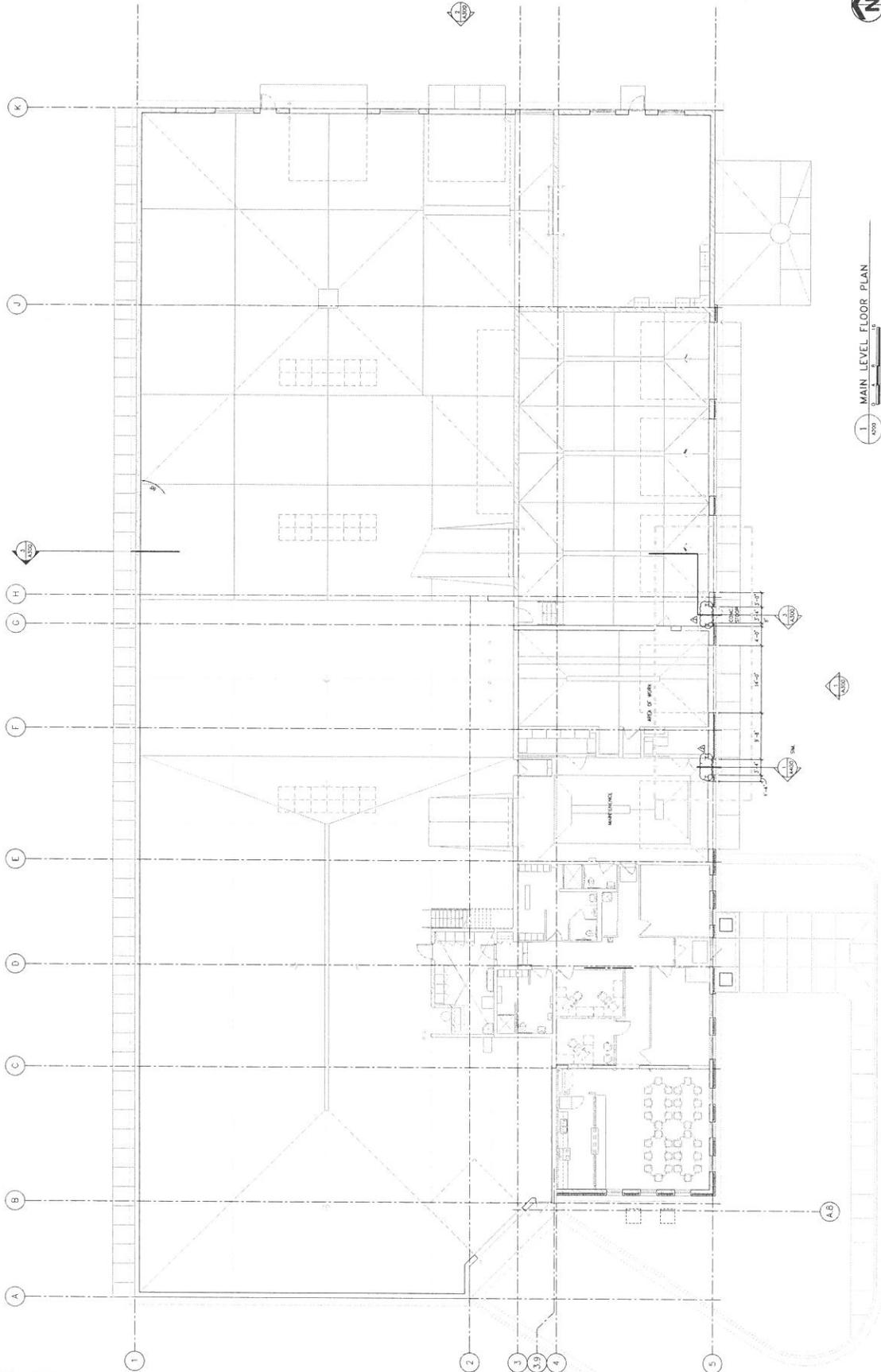


WHITE BEAR TOWNSHIP
 1000 WASHINGTON ROAD
 WHITE BEAR TOWNSHIP, MN 55110

**PUBLIC WORKS
 CANOPY
 ADDITION**



2 KEY PLAN
 NOT TO SCALE
 FOR REFERENCE



1 MAIN LEVEL FLOOR PLAN
 1/8" = 1'-0"

ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE WORK AT THE TIME OF BIDDING AND PRIOR TO COMMENCEMENT OF WORK. THE DRAWING SHALL BE USED AS A GUIDE ONLY.

ISSUED FOR RE-BID

NO.	DATE	DESCRIPTION
1	10/27/18	ISSUED FOR BIDDING
2	11/01/18	ISSUED FOR BIDDING
3	11/07/18	ISSUED FOR BIDDING
4	11/07/18	ISSUED FOR BIDDING
5	11/07/18	ISSUED FOR BIDDING

TRDA
 TRDA
 TRDA

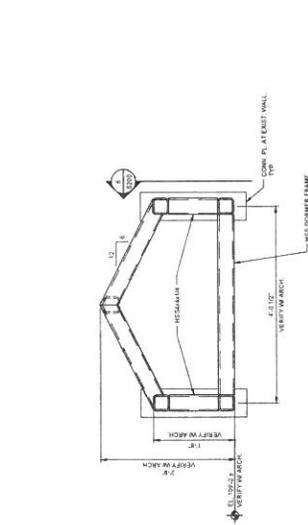
444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 (651) 292-4400
 trda.com

A200
 165327004

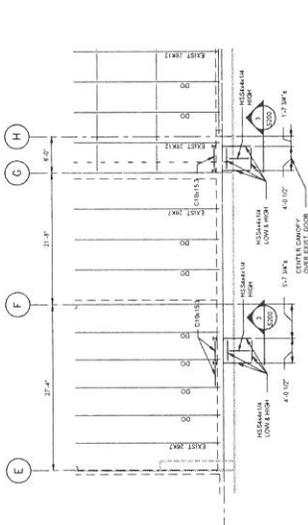


**WHITE BEAR
TOWNSHIP**
121 WILMOR ROAD
WHITE BEAR, MN 55110

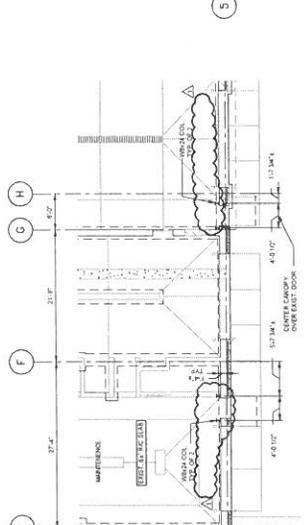
**PUBLIC WORKS
CANOPY
ADDITION**



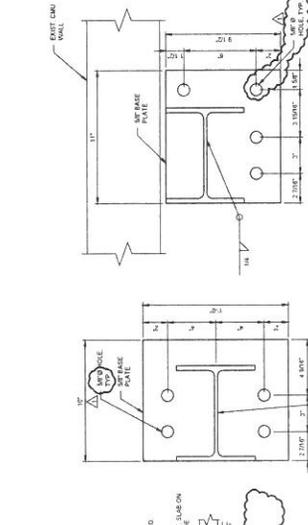
1 PARTIAL FLOOR AND FOUNDATION PLAN
SCALE: 1/8"=1'-0"
3/2009



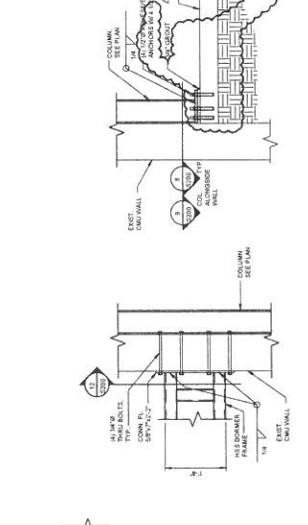
2 PARTIAL ROOF FRAMING PLAN
SCALE: 1/8"=1'-0"
3/2009



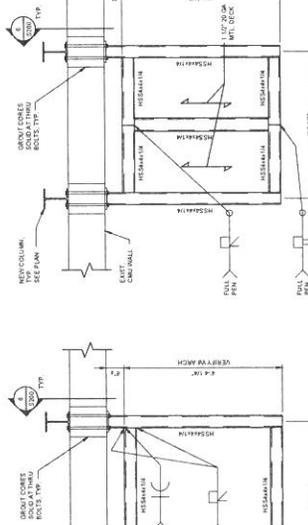
3 DORMER FRAME ELEVATION
SCALE: 1/2"=1'-0"
3/2009



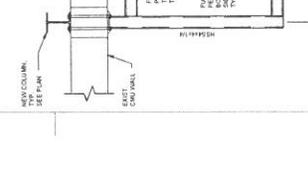
8 TYPICAL BASE PLATE
SCALE: 1/2"=1'-0"
3/2009



6 FRAME CONN. AT COLUMN
SCALE: 3/8"=1'-0"
3/2009



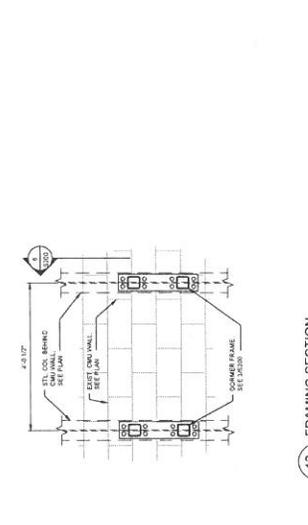
4 PLAN AT LOW HSS
SCALE: 3/8"=1'-0"
3/2009



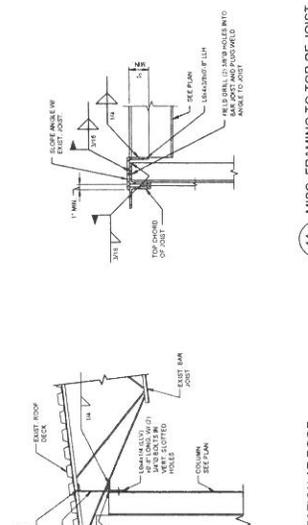
5 PLAN AT HIGH HSS
SCALE: 3/8"=1'-0"
3/2009



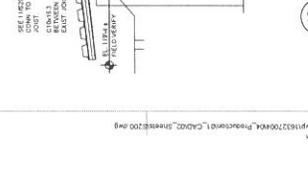
10 SECTION AT ROOF
SCALE: 3/8"=1'-0"
3/2009



12 FRAMING SECTION
SCALE: 3/8"=1'-0"
3/2009



11 MISC. FRAMING TO TOP OF JOIST
SCALE: 3/8"=1'-0"
3/2009



7 SECTION
SCALE: 3/8"=1'-0"
3/2009

ISSUED FOR RE-BID

ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE BEGINNING WORK.

BY: [Signature] DATE: 3/2009

NO.	DATE	ISSUED FOR	BY
1		ISSUED FOR	
2		ISSUED FOR	
3		ISSUED FOR	
4		ISSUED FOR	
5		ISSUED FOR	
6		ISSUED FOR	
7		ISSUED FOR	
8		ISSUED FOR	
9		ISSUED FOR	
10		ISSUED FOR	
11		ISSUED FOR	
12		ISSUED FOR	

44 Cedar Street, Suite 1500
St. Paul, MN 55101
651.392.4400
tbd.com

VERIFIED: [Signature] CHECKED: [Signature]

TBD
PARTIAL PLANS AND DETAILS

\$200
16327004



**Town Board Meeting
January 23, 2019**

Agenda Number: 8G – General Business

Public Works Director Item:

Subject: 2019 Sealcoat Project:
1. Approve Plans & Specifications.
2. Authorize Advertisement for Bids.

Documentation: Public Works Director Memo w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Approve the 2019 Sealcoat Specifications Noting the Public Works Director's Estimate of \$114,741.00 for Sealcoating & \$35,259.00 for Cracksealing for 2019 **
- 2) Authorize Advertisement for Bids Which Sets the Opening of the Bids for Thursday, February 28, 2019 @ 10:00 a.m. at the Township Administrative Offices.

**The Public Works Director Notes that if the Bids Received Come in Lower than Anticipated the Scope of the Sealcoat Project Could be Increased as There is \$150,000 Budgeted in the Improvement Fund 505

MEMORANDUM

Date: January 14, 2019
To: Town Board
From: Dale Reed, Public Works Director
Re: 2019 Sealcoat Project

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

This year's project includes the following areas and street segments: See attached maps for specific street sections and areas.

Action requested is to approve the 2019 Sealcoat specifications and authorize bidding. Improvement Fund 505 has \$150,000.00 budgeted for sealcoating and cracksealing. The Public Works Director's estimate for this year's sealcoat project is \$114,741.00, and cracksealing is estimated at \$35,259.00. Dependent on bids, if they are lower than the estimate, the scope of the sealcoat project could increase.

WHITE BEAR TOWNSHIP
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL
FOR
FURNISHING & APPLYING BITUMINOUS SEALCOAT
WITHIN THE
WHITE BEAR TOWNSHIP, MINNESOTA
2019

PW-SM-19-01

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

ON

February 28, 2019

AT 10:00 AM LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

WHITE BEAR TOWNSHIP
2019 BITUMINOUS SEALCOAT
PROPOSAL INDEX

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

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

BIDS DUE: 10:00 A.M., February 28, 2019

LEGAL NOTICE--BIDS WANTED

Notice is hereby given that sealed bids will be received, publicly opened, and read aloud by representatives of the Town of White Bear, Minnesota, at the Town Administrative Offices, 1281 Hammond Road, White Bear Township, Minnesota 55110, in said Township at 10:00 a.m., on Thursday, February 28, 2019, for furnishing all work and materials for the construction of **2019 Sealcoating, Town Project PW-SM-19-01:**

2019 Bituminous Sealcoat on Various Streets

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

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

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

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

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

Proposals must be placed in a sealed envelope marked "BID WHITE BEAR TOWNSHIP 2019 BITUMINOUS SEALCOAT" and addressed to the Town Clerk/Treasurer, White Bear Township, 1281 Hammond Road, White Bear Township, Minnesota 55110.

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

Patrick Christopherson, Town Clerk/Treasurer

I. PROPOSAL FORM

FOR

2019 BITUMINOUS SEALCOAT

FOR

WHITE BEAR TOWNSHIP, MINNESOTA

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

Dear Sir:

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

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

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

Official Firm Name and Address:

PROPOSAL FORM

2019
 SCHEDULE OF PRICES
 FOR
 BITUMINOUS SEALCOAT ON VARIOUS STREETS AND CUL-DE-SACS
 IN WHITE BEAR TOWNSHIP, MINNESOTA

STREETS				
APPROXIMATE QUANTITIES	ITEM NO.	ITEM OF WORK	UNIT COST DOLLARS CENTS	TOTAL AMOUNT DOLLARS CENTS
95,618* Sq. Yds.	1	Bituminous Material (CRS-2) Cl. A, FA-2 Aggregate		
TOTAL			\$	

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

TOTAL BID: _____

BIDDER _____

TITLE: _____

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

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

- 2019. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on its behalf (if the bidder is a corporation);
- 2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid or official opening of the bid or bids; and
- 4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Statement of Intent to Comply with EEO and Affirmative Action Requirements

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

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

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2019

My Commission Expires _____.

II. INDEMNIFICATIONS AND INSURANCE

3.1 Hold Harmless and Indemnification

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

3.2 Governmental Limited Immunity

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

3.3 Contractors Liability Insurance

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

2019) Workers Compensation

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

B) General Liability

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

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

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

C) Automobile Liability

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

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

D) Additional Insurance

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

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

E) Insurer Policies

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

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

F) Evidence of Insurance

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

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

G) Loss Information

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

H) Release and Waiver

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

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

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

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

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

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

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

2019) Contractor is Responsible for Adequacy of Insurance

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

J) Insurance Terms

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

WHITE BEAR TOWNSHIP
2019 BITUMINOUS SEALCOAT

III. GENERAL SPECIFICATIONS

2019. CONTRACT DOCUMENTS

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

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

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

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

2. BIDDER'S KNOWLEDGE

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

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

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

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

3. BIDDER'S QUALIFICATIONS

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

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

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

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

4. SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

5. BIDDERS TO INVESTIGATE SITE

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

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

6. PROPOSAL GUARANTY

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

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

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

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

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

7. WITHDRAWAL OF BIDS

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

8. EVALUATION OF BIDS

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

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

9. MATERIAL SOURCES

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

10. EXECUTION OF CONTRACT

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

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

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

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

11. CONTRACT SECURITY AND GUARANTY

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

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

12. FORCE MAJEURE

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

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

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

13. DATA PRACTICES COMPLIANCE

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

14. IC-134 FORM

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

15. LIEN WAIVERS

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

16. MINNESOTA RESPONSIBLE CONTRACTOR REQUIREMENTS

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

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

17. Prompt payment to subcontractors

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

WHITE BEAR TOWNSHIP
2019 BITUMINOUS SEALCOAT

IV. DETAILED CONDITIONS

2019. SCOPE OF WORK

The work to be done under this contract includes the furnishing of all labor, materials, transportation, tools, supplies, plant equipment, etc., necessary for the complete and satisfactory construction and installation of sealcoating within White Bear Township as shown on the map entitled, "2019 Sealcoat Program" attached to these specifications.

2. INSPECTION AND SUPERVISION

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

3. SPECIFICATIONS WHICH APPLY

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

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

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

4. STARTING DATE

The target start date for this project shall be July 8, 2019.

5. COMPLETION SCHEDULE

All work under this contract shall be completed on or before August 2, 2019. Liquidated damages of \$200/day will be assessed after August 2, 2019.

6. COORDINATION OF WORK

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

7. PRE-CONSTRUCTION CONFERENCE

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

8. COMMENCING WORK

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

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

9. TRAFFIC CONTROL MEASURES

The Contractor will provide all flagmen (minimum of two), barricades, signs, and other traffic control devices as required during the construction operations at no additional cost to the Township. All traffic control devices shall conform to the Minnesota Manual on Uniform Traffic Control Devices. Signs shall be posted to limit speeds to maximum 20 MPH. Signs, like MnDOT W21-2 in size (30"x30") and color designating "Loose Rock" shall be posted as shown on the map entitled, "2019 Sealcoat Program" attached to these specifications. All signs are to be installed by the Contractor prior to sealcoating and removed by the Contractor within 48 hours after the streets are swept.

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

10. PROTECTING UTILITIES AND PROPERTY

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

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

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

11. BITUMINOUS SEALCOAT

2019. MATERIAL AND PERFORMANCE SPECIFICATIONS

A.1 BITUMINOUS MATERIALS – MnDOT 3151.2E

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

Rate of Application:

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

AGGREGATE – MnDOT 3137

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

Rate of Application:

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

A.2 EQUIPMENT

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

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

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

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

A.3 PERSONNEL

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

A.4 ROAD SURFACE PREPARATIONS

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

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

A.5 ROLLING OPERATIONS

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

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

A.6 PROTECTION OF SURFACE

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

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

A.7 UNIFORM SURFACE APPEARANCE

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

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

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

A.9 APPLICATION OF BLOTTING MATERIAL

The Contractor shall apply granite dust blotting material where bleeding is detected as directed by Public Works Department personnel. The Contractor is responsible for this application through September 2020 on areas detected in 2019. There shall be no additional compensation for time or materials for blotting streets that bleed through.

B. METHOD OF MEASUREMENT AND PAYMENT

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

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

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

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

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

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

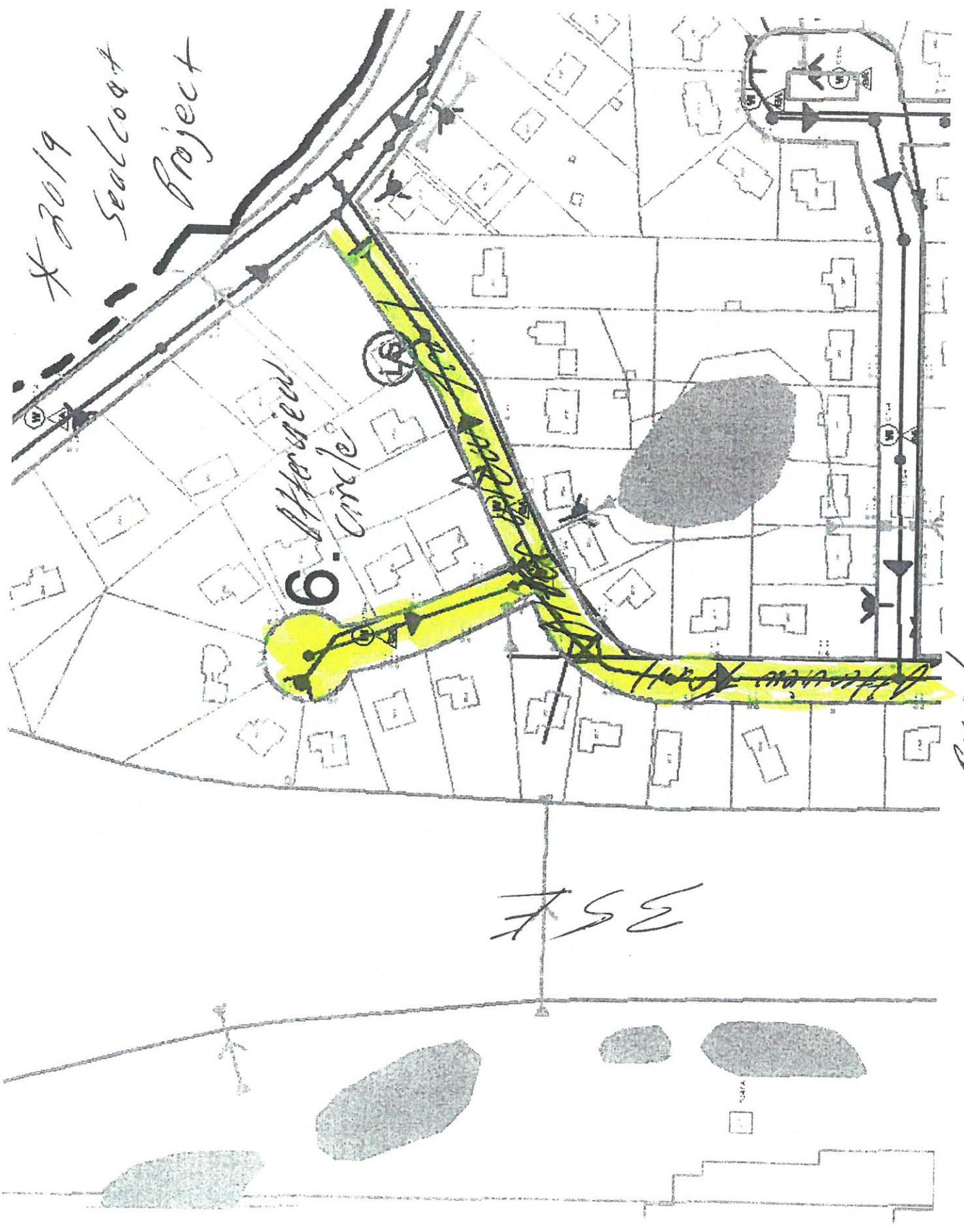
At Certified Final Completion – Remaining 5%

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

C. QUANTITY ADJUSTMENTS

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

Street Section	From	To
Otterview Tr.	Otterview Cir.	Otter Ridge Rd.
Otterview Tr.	Otterview Cir.	Otter Lk. Rd
Otterview Cir.	Otterview Tr.	Cul-de-Sac
Seneca Trail	Otter Lake Rd.	Hammerhead
Seneca Trail	Hammerhead	
Hennessy Vista	Otter Lake Rd.	Cul-de-Sac
Hennessy Vista	Cul-de-Sac	
Hammond Road	Otter Lake Rd.	East
Dillon St.	Stillwater St.	Pioneer Ln.
Pioneer Ln.	Dillon St.	Lakeview Ave.
Lakeview Ave.	Pioneer Ln.	Ridgewood Ave.
Ridgewood Ave.	Dillon St.	Cottage Ln.
Garden Ln.	Dillon St.	Lakeview Ave.
Garden Ln.	Lakeview Ave.	Cottage Ln.
Cottage Ln.	Garden Ln.	Stillwater St.
Cottage Ln.	Bump out	
Pondview Ln.	White Bear Pkwy.	Cul-de-Sac
Pondview Dr.	Pondview Ln.	Birch Pond Tr.
Pondview Ct.	Pondview Dr.	Cul-de-Sac
Birch Pond Tr.	Pondview Ln.	Cul-de-Sac
Silver Fox Rd.	Portland Ave.	Jenni Ln.
Jenni Ln.	Silver Fox Rd.	Franklin Ave.
Richard Dr.	Portland Ave.	Jenni Ln.
Christine Ct.	Portland Ave.	Jenni Ln.
Katie Ln.	Christine Ct.	Suzanne Cir.
Paul Pl.	Portland Ave.	Kate Ln.
Suzanne Cir.	Franklin Ave.	Jenni Ln.
Westergren Ct.	Franklin Ave.	Cul-de-Sac
Ridge Ct.	Franklin Ave.	Cul-de-Sac
Franklin Ave.	Buffalo Street	Suzanne Cir.
Bloom Road	Portland Ave.	Cul-de-Sac
Morgan Trail	Bloom Road	Hammerhead
Border Pine Ct.	Morgan Trail	Circle
Liebel Street	County Road J	Highway 61



Page 1

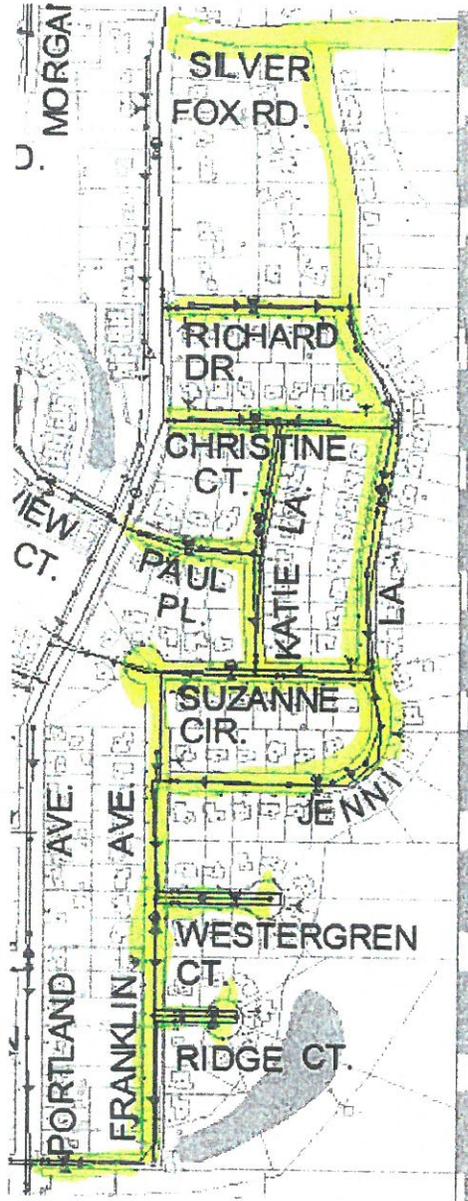
24. Birch Pond Trail
25. Pond View Drive
26. Pond View Drive
27. Pond View Court

28. Pond View Lane
29. Birch Pond Boulevard

*2019 Sealcoat
Project

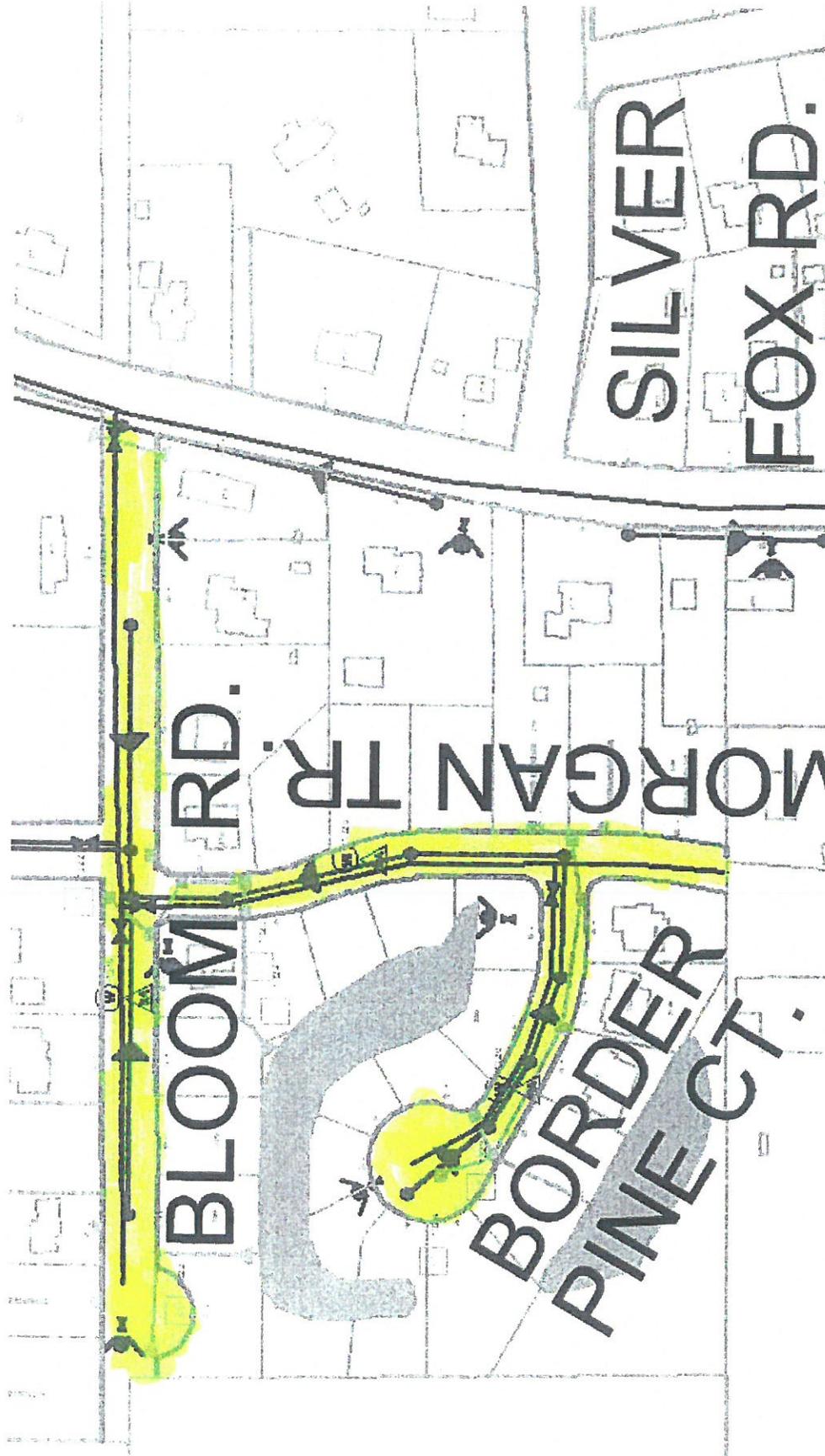


** 2019 Sea/Coast
Project*



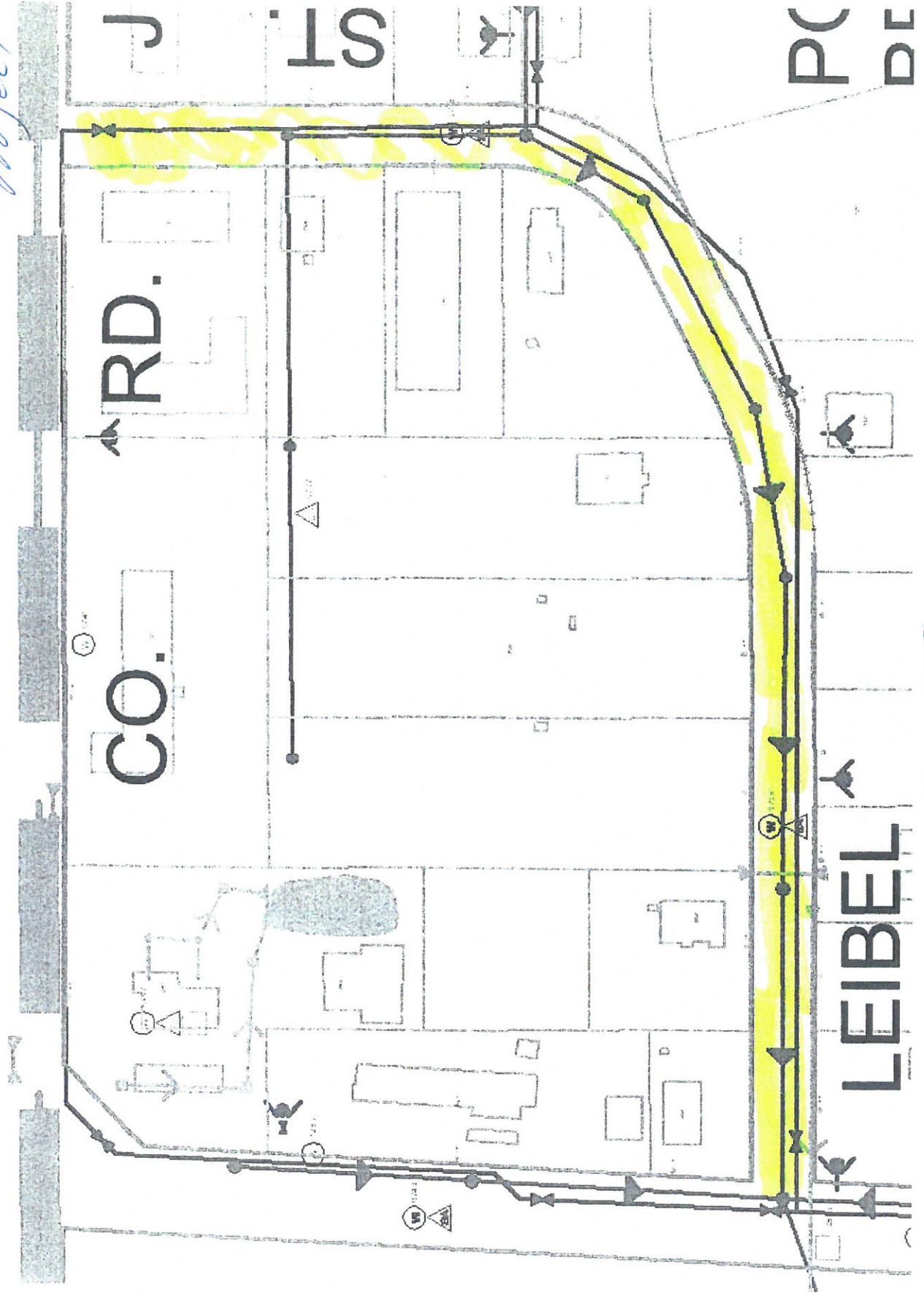
Page 3

* 2014 Seaboot
Project.



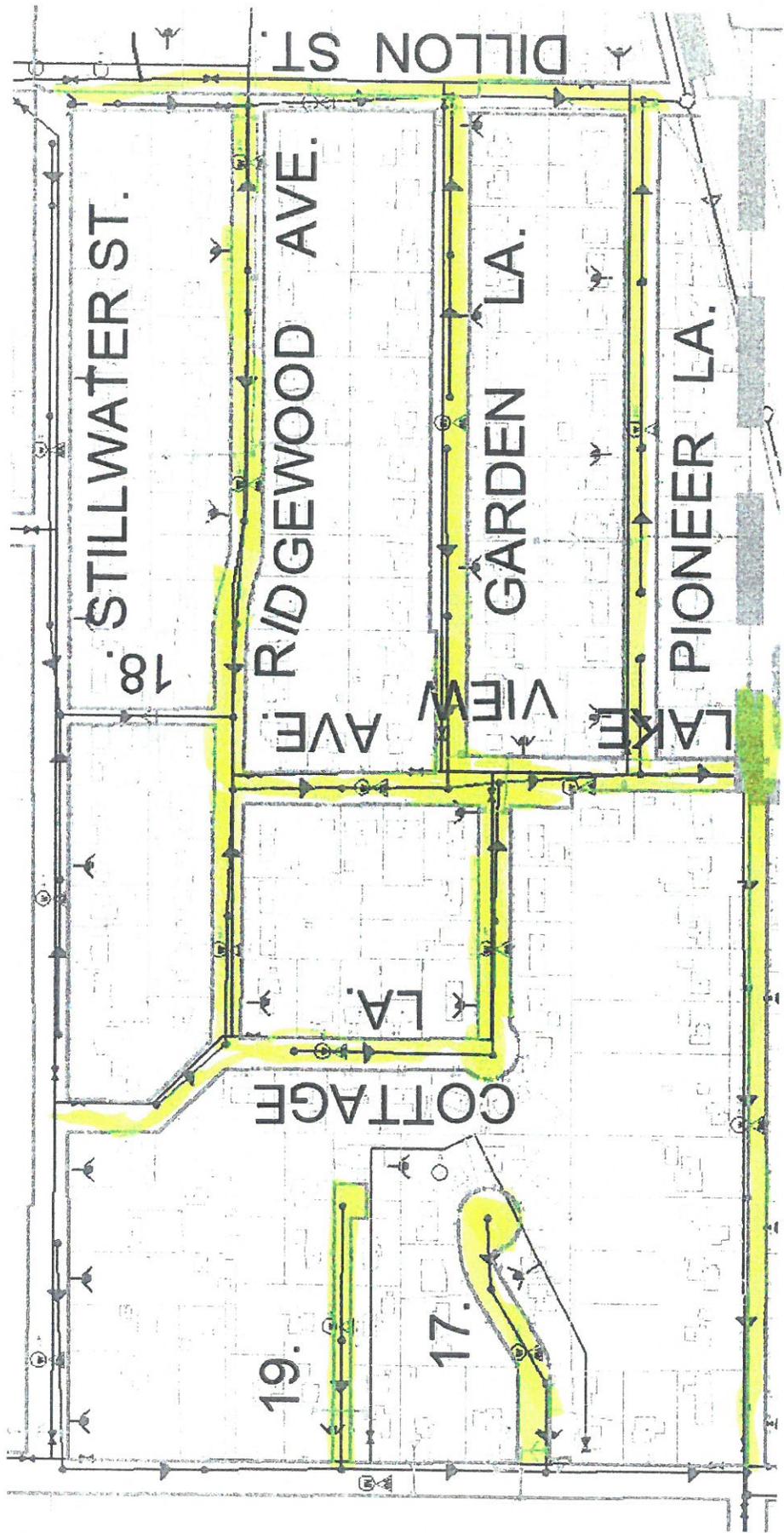
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2019 Sealcoat Project



Page 5

*2014 Seaboard
Project*



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**Town Board Meeting
January 23, 2019**

Agenda Number: 8H – General Business

Public Works Director Item:

Subject: **West Avenue Handicapped Access:**
1. Receive Quotes.
2. Award Quote.

Documentation: Town Planner Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Receive Quote for West Avenue Handicapped Access
- 2) Award the Quote to Field Outdoor Spaces in the Amount of \$22,955.00 with Funding From the Park Acquisition & Development Fund

MEMORANDUM

TO: PARK BOARD / TOWN BOARD
FROM: TOM RIEDESEL
DATE: JANUARY 4, 2019

SUBJECT: WEST AVENUE ACCESSIBLE RAMP

The Town has been working with representatives of Ramsey County Parks & Recreation to design a handicapped accessible access to Bald Eagle Lake within the West Avenue right-of-way. Staff from Ramsey County parks, formerly the Ramsey County Soil & Water Conservation District, was contracted by the Town to design the access and solicit quotes/bids from contractors to complete construction.

Prior to this project the Town contracted with the Ramsey County Soil & Water Conservation District to design and provide bid documents to construct a raingarden and plantings at the site. When that project was completed, residents contacted the Town with a request to provide walking access to the lake from the site, which had existed prior to the raingarden improvement. Providing the lake access was reviewed by the Town at the time the raingarden was being designed. The access was not pursued at that time due to high cost estimates. When neighbors requested access across the property, the Park Board and Town Board reconsidered the construction of the access and approved a design and request for quotes/bids.

In late December staff from Ramsey County parks held a bid opening. One bid was received to complete the project. Field Outdoor Spaces provided a bid of \$22,955. County staff estimated a project cost of \$30,300.

Funding for this project is recommended from the Park Acquisition & Development Fund.

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

Quotation Summary Ramp

Total Quote \$: 22 955.00

Total Quote in Words: Twenty two thousand nine hundred and fifty five dollars

Company Name: Field Outdoor Spaces

Signature: Joey Larson

Name Printed: JOEY LARSON

Phone Number: 651-353-8560

Email Address: joe@fieldoutdoorspaces.com

Date: 12/08/18

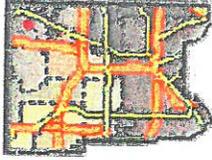
EXHIBIT B: Total Materials Estimate

Quantity Estimates/Bid Tabulation: Ramp

Items				
Item	Qty	Unit	Unit Cost	Extended Amount
Aggregate: Angular (1/2" - 3/4")	10.00	tons	263.80	2638
Aggregate: Angular (1/4" - 3/8")	4.00	tons	192.75	771
Aggregate: Fieldstone (Mixed size, 12" - 18") (Retaining Wall and Swale)	3.00	tons	505.66	1517
Aggregate: Fieldstone (Mixed size, 4" - 9") (Top Retaining Wall and Swale)	1.00	tons	251	251
Asphalt Demo	50.00	sq-ft		See Curb
Asphalt: Install	50.00	sq-ft		See Curb
Bituminous Sawcutting	30.00	ln-ft		See Curb
Clearing and Grubbing	1.00	job	920	920
Concrete Sawcutting	2.00	ln-ft		See Curb
Concrete Pad	4.00	ln-ft		See Curb
Curb: Demo (MN DOT Design'D')	2.00	ln-ft		See Curb
Curb: Install (MN DOT Design'D')	15.00	ln-ft	256.66	3850
Edging (Steel)	135.00	ln ft	10.28	1388
Geotextile: Non-Woven (for retaining wall)	100.00	sq-ft	1.75	175
Geotextile: Woven (for path)	800.00	sq-ft	.85	\$10
Mobilization	1.00	job	402	402
Native Perennial: 10 Gallon Tree	2.00	each		+227
Native Perennial: 4" Pot	133.00	each	9.22	1227
Native Shrub: 2 Gallon	24 22.00	each	52.91	1270
Paving Grid (BodPave 85, CORE Gravel™ Foundations, or equivalent)	505.00	sq-ft	2.11	1066
Remove Existing silt fence in water	1.00	job	316	316
Sediment and Erosion Control	1.00	job	388	388
Site Restoration	1.00	each	1024	1024
Soil/Sod Haul-Away	150.00	cu-yd	26.75	4015
Traffic Control	1.00	job	0	0
Twice-Shredded Hardwood Mulch (3" depth)	10.00	cu-yd	122.70	1227
Permits	1.00	job	0	0
Total:				\$22,955.00
Alternates: As Necessary or Proposed by Contractor				
- Edging 4" black aluminum				
- GALTREX Gravel stabilizer				
- 2 Amelanchier-Louis				
were only available in				
#15 @ \$244 each. Cost would				
decrease with a substitute.				
- Concrete subcontractor:				
Harold Pieteg + sons				



Legend



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

100.0 0 50.00 100.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

Ramsey
Conservation District
RAMSEY CONSERVATION DISTRICT
1425 PAUL KIRKWOOD DR
ARDEN HILLS, MN 55112
651-266-7274
www.ramseyconservation.org

PROJECT: WEST AVE RAINGARDEN
LOCATION: WEST BALD EAGLE BLVD AND WEST AVE
WHITE BEAR TOWNSHIP
WATERSHED DISTRICT: RICE CREEK WATERSHED DISTRICT

RCWD
RICE CREEK WATERSHED DISTRICT

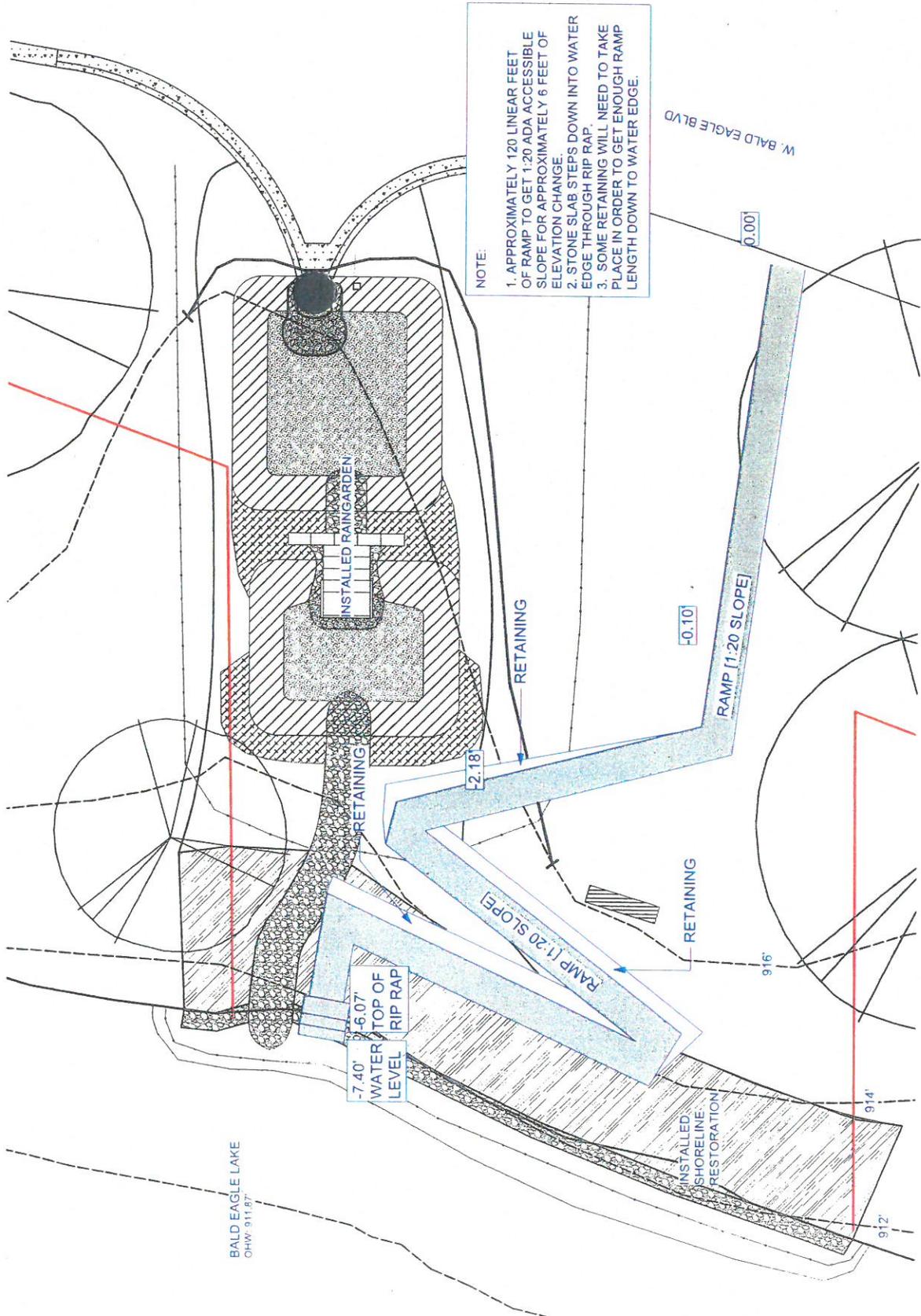
DESIGNER: BTO
DATE: 08/10/17
REVISION:
REVISION:
REVISION:
REVISION:
CHECKED BY: JL
TAA: JL

NOTES:
-ELEVATIONS ARE APPROXIMATE
-RAINGARDEN SHAPE MAY VARY
-MAINTAIN SPECIFIED DEPTH AND SQ-FT

SCALE: 1" = 8'-0"

KAYAK LAUNCH LAYOUT

L1.0





**Town Board Meeting
January 23, 2019**

Agenda Number: 8I – General Business

Subject: Township Administrative Office Upgrades:
1. Approve Invitation to Bid
2. Authorize Advertisement for Bids

**Documentation: Staff Memo /
Invitation to Bid**

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Approve the Invitation to Bid for the Township Administrative Office Upgrades
- 2) Authorize Advertisement for Bids

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: JANUARY 17, 2019

SUBJECT: ADMINISTRATION BUILDING UPGRADES

Upgrades to the Township's Administrative offices are being considered at this time as the interior of the building has not been carpeted or painted since its original construction in 1996. Attached please find the Invitation to Bid which I have prepared regarding the proposed upgrades.

Pursuant to Tom Kelly, Finance Officer, there is approximately \$95,000 in the CIP for 2019 for replacement of the following:

- Carpeting
- Painting
- Front Doors

The Invitation to Bid will be published in the White Bear Press twice, and will also be sent to local and other established painting/decorating contractors around the metro area.

PSW/s



Invitation to Bid White Bear Township Administration Building Upgrades

White Bear Township, 1281 Hammond Road, White Bear Township, Minnesota 55110, will receive sealed bids for upgrades to the Administration Building until 11:30 a.m. local time on February 26, 2019, at which time and place they will be publicly opened and read aloud.

Project Description

The project consists of the prospective bidder visiting the Administrative Building & then submitted the following:

- Bidder to present two color palettes for paint, carpet & kitchen tile which match/incorporate the following fixture colors which are to remain:
 - Cabinets by copy machine
 - Cabinets in kitchen
 - File cabinet colors
 - Office file colors
 - Office & conference room chairs
- Repair any/all cracked drywall
- Paint entire interior of building including ceiling
- Remove & install new carpeting with at least 2' x 2' Commercial Grade Carpet Tiles which will require moving all non-fixed in place furniture, etc.
- Install kitchen tile

The Township reserves the right to reject any & all bids & waive any formalities in the bidding.

Published in the White Bear Press on January 30 & February 6, 2019.



**Town Board Meeting
January 23, 2019**

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