



**Town Board
Meeting Supplement
March 4, 2019**

Added Consent Agenda Items:

- 5.B. Conditional Use Permit Request @ 2401 Buffalo** – Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. to Consider a Request for Conditional Use Permit to Allow an Entryway Expansion.

- 5.C. Conditional Use Permit & Variance Requests @ 5508 West Bald Eagle Boulevard** – Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. to Consider a Request for a Conditional Use Permit & a 20.8' Right-of-Way Setback Variance & a 42.8" Lakeshore Setback Variance to All Construction of a Guest Cottage

Supplemental Information Only:

- 6.A Water Meter Replacement Agreement - Approve**

Agreement

- 7.A 5518 & 5520 Shadyside Lane:**
 - 1. 25' Right-of-Way Setback Variance
 - 2. 1' Side Yard Setback
 - 3. Request for Minor Subdivision/Lot Line Rearrangement
Proposed Site Plan

**Town Board
Meeting Supplement
March 4, 2019**

Added Consent Agenda Items:

Agenda Number: 5.B

Subject: **Conditional Use Permit Request @ 2401 Buffalo** – Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. to Consider a Request for Conditional Use Permit to Allow an Entryway Expansion

Documentation: Public Notice

Action / Motion for Consideration:

Report at Meeting / Discuss

Call Public Hearing for Monday, April 1, 2019 @ 7:00 p.m. to Consider a Request for Conditional Use Permit to Allow an Entryway Expansion @ 2401 Buffalo



NOTICE OF HEARING ON REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW AN ENTRYWAY EXPANSION 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, at 7:00 p.m., to consider the request of the granting of a Conditional Use Permit to allow an entryway expansion in the Town of White Bear, Ramsey County, Minnesota, lying and being in the area described as follows:

Lot 4, Block 2, First Baptist Addition to White Bear Lake, Except the South 240 feet and except the North 956 feet; the West 82.5 feet of the East 330 feet of the Northeast quarter of the Northwest quarter in Section 12, Township 30, Range 22, also the South 240 feet of the East half of the West half of the East 330 feet of the Northeast quarter of the Northwest quarter (subject to Street) in Section 12, Township 30, Range 22,

(Eagle Brook Church, 2401 Buffalo Street)

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

Given under my hand this 4th day of March, 2019.

PATRICK CHRISTOPHERSON, Clerk-Treasurer



NOTICE IS HEREBY GIVEN, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, April 1, 2019, at 7:00 p.m. to consider the following requests:

- 20.8' Right-of-Way Setback Variance
- 42.8' Lakeshore Setback Variance
- Conditional Use Permit Request for a Guest Cottage

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

That part lying easterly of Bald Eagle Boulevard West of the following described line: Except the North 25 feet; Lot 24, and the North ½ of Lot 23.

(5508 West Bald Eagle Boulevard)

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

Given under my hand this 4th day of March, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer

**Town Board
Meeting Supplement
March 4, 2019**

Supplemental Agenda Information:

Agenda Number: 6.A

Subject: Water Meter Replacement Agreement - Approve

Documentation: Agreement

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Attorney Review & Recommendation Approve the Settlement Agreement & Mutual Release & Authorize Execution

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement (“Agreement”) is made and entered into on this ____ day of March, 2019, by and between the Town of White Bear (“Town”), Core & Main LP f/k/a HD Supply Waterworks Ltd. (“Core & Main”), and Sensus USA Inc. (“Sensus”). (The Town, Core & Main and Sensus are collectively referred to as the “Parties”.)

RECITALS

WHEREAS, Core & Main did sell to the Town water meters used for the purpose of monitoring residential and commercial water use.

WHEREAS, said meters were manufactured by Sensus.

WHEREAS, certain claims have been made by the Town regarding the alleged defectiveness of the meters manufactured by Sensus and supplied by Core & Main to the Town and Sensus and Core & Main have denied such claims (the “Disputed Claims”).

WHEREAS, the Town, Sensus and Core & Main have agreed to settle the Disputed Claims between them.

WHEREAS, The Parties have negotiated arm’s length in good faith, and have voluntarily agreed to a complete settlement as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and exhibits contained and referenced herein, the Parties hereto, on behalf of themselves, their successors and assigns, agree as follows:

1. **Recitals.** The recitals are incorporated herein by reference.
2. **Provision and Installation of Water Meters.** Core & Main shall provide and install water meters and ancillary equipment as described on Schedule A attached hereto. That the number of residential water meters that shall be supplied and installed are 4,350; and the number of commercial water meters that shall be supplied and installed are 132. That the price which the Town shall pay for each iPERL ¾”S, 3 terminal screw residential water meter is \$145.00; and the price which the Town shall pay for each for iPERL ¾”L, 3 terminal screw residential water meter is \$175.00; and the price which the Town shall pay for each iPERL 1”, 3 terminal screw commercial water meter is \$205.00. It is hereby understood by the parties that this price shall include the installation of the new water meters as well as the tagging and returning to the Town the existing water meter being replaced. For the purpose of this Agreement, the term “water meter” shall mean and refer to the equipment described on Schedule A attached hereto.

3. **Installation.** Core & Main shall complete installation of all water meters no later than October 15, 2019. The Town shall assist Core & Main in contacting all residential and commercial water users who are served by the Town's water system as of the date of this Agreement and shall ensure that Core & Main and its subcontractor are allowed access to the existing meters Core & Main shall attempt to contact residential and commercial water users who are served by the Town's water system twice via mail, door tag or telephone regarding installation of the water meters prior to said installation. Upon installation of the water meters, the Town reserves the right to inspect said installations and approve those installations. If installations are found to be defective, then Core & Main agrees to return, at no cost to the Town, and correct any claimed defects. It is hereby understood by the parties that the present water meters are the property of the Town. As Core & Main removes the old meters it shall attach a tag to each meter identifying the address from which the meter was removed. The Town and Core & Main shall make arrangements for transferring the old meters to Town control.
4. **Warranties.** Attached hereto as Schedule B are the warranties which shall apply to all water meters installed pursuant to this Agreement.
5. **Mutual Release.** Each party, on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other parties, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and their past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred) and punitive damages, of any nature whatsoever, known or unknown, which either party has, or may have had, against the other party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Disputed Claims. This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Released Matter.
6. **Non-Admission of Liability.** Nothing in this Agreement shall constitute an admission of fault or responsibility by either Core & Main or Sensus. This settlement is made in

compromise of disputed claims. The Parties are settling their disputes to avoid the time, uncertainty, and expense of litigation and to simply buy peace with each other.

7. **Confidentiality.** The Parties agree to keep the terms and conditions of this settlement confidential, and agree that they shall disclose such terms only to their own insurers, regulatory authorities, legal counsel, tax consultants or pursuant to a validly-issued subpoena from a court of competent jurisdiction. It is hereby understood by Core & Main and Sensus that approval of this Settlement Agreement will occur at a regular open meeting of the Town Board. Any disclosure that occurs at such meeting shall be a permitted disclosure. In addition, the Town is subject to a data practices request. In the event a legal and enforceable data practices request is delivered to the Town, the Town shall have the right to honor said request.
8. **Non-Disparagement.** The parties shall refrain from disparaging each other, or any other officers, owners, agents or principals of each other. If asked about resolution of the dispute, each shall simply state that the matter has been resolved to their mutual satisfaction. Additionally, the parties shall not make any reference to, or make any complaint about, the non-disclosure claims or the conditions of the home, including home construction defect claims.
9. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties to the subject matter contained herein. The undersigned acknowledges that there are no communications or oral understandings contrary, or that in any way restrict this Agreement, and that all prior agreements or understandings within the scope of the subject matter of this Agreement are, upon the execution and delivery of this Agreement, superseded, null and void.
10. **Interpretation.** This Agreement has been reached through negotiations between the Parties. Neither Party shall assert that this Agreement is construed against the "drafter" of the same. The Parties have used their own judgment in agreeing to this Agreement.
11. **Choice of Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota.
12. **Execution by Facsimile Signatures and in Counterparts.** The Parties agree that facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures. This Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Agreement.
13. **Execution by Town.** It is hereby understood by Core & Main and Sensus that this Agreement must be approved by the Town Board at a regular meeting thereof. As to the

Town, this Agreement shall not be effective until approved at a regularly scheduled and noticed meeting of the Town Board.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first written above.

TOWN OF WHITE BEAR

By: _____

Its: Town Board Chair

CORE & MAIN LP

By: _____

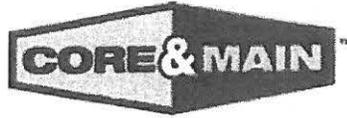
Its: Authorized Representative

SENSUS USA INC.

By: _____

Its: _____

SCHEDULE A



Customer: White Bear Township
 Location: White Bear Township, MN
 Date: 10/17/2018

Corey Luft
 612-270-3148
corey.luft@coreandmain.com

Qty			
	iPERL Meters with installation		
4200	iPERL 3/4"S, 3 Terminal Screws	\$ 145.00	\$ 609,000.00
150	iPERL 3/4"L, 3 Terminal Screws	\$ 175.00	\$ 26,250.00
132	iPERL 1", 3 Terminal Screws	\$ 205.00	\$ 27,060.00
			\$ 662,310.00
	Optional 510R to 510M SmartPoints with installation		
482	510M SmartPoint Single Port 3 Wire	\$ 125.00	\$ 60,250.00
1	510M SmartPoint Dual Port 3 Wire	\$ 145.00	
1100	510M SmartPoint Single Port Touch Couple	\$ 125.00	\$ 137,500.00
1	510M SmartPoint Dual Port Touch Couple	\$ 145.00	
			\$ 197,750.00

<hr/> <hr/>	<hr/> <hr/>
Total	

**Town Board
Meeting Supplement
March 4, 2019**

Supplemental Agenda Information:

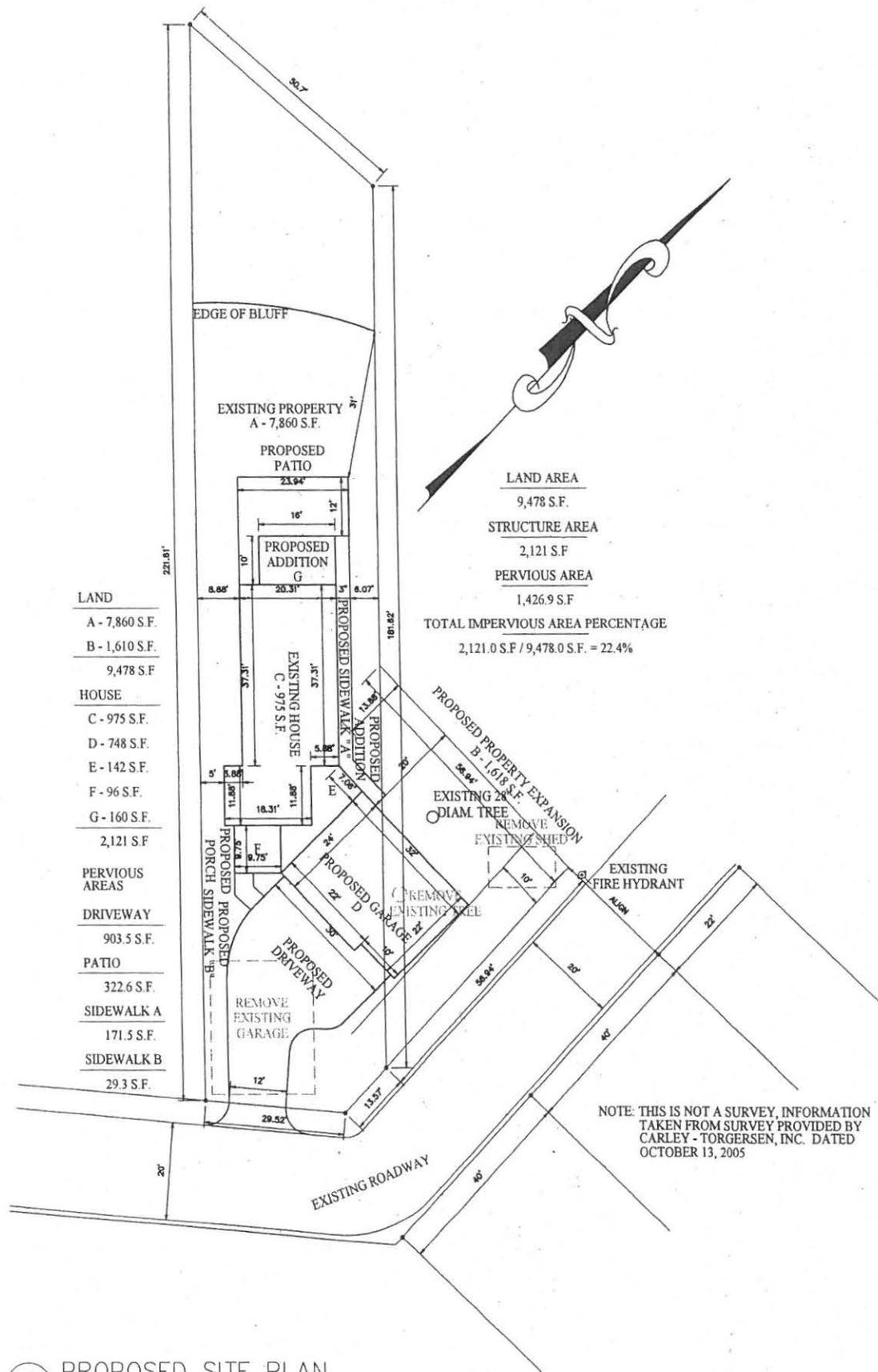
Agenda Number: 7.A

Subject: 5518 & 5520 Shadyside Lane:
1. 25' Right-of-Way Setback Variance
2. 1' Side Yard Setback
3. Request for Minor Subdivision/Lot Line
Rearrangement

Documentation: Proposed Site Plan

Action / Motion for Consideration:

Report at Meeting / Discuss



LAND AREA
 9,478 S.F.
 STRUCTURE AREA
 2,121 S.F.
 PERVIOUS AREA
 1,426.9 S.F.
 TOTAL IMPERVIOUS AREA PERCENTAGE
 $2,121.0 \text{ S.F.} / 9,478.0 \text{ S.F.} = 22.4\%$

LAND
A - 7,860 S.F.
B - 1,610 S.F.
9,478 S.F.
HOUSE
C - 975 S.F.
D - 748 S.F.
E - 142 S.F.
F - 96 S.F.
G - 160 S.F.
2,121 S.F.
PERVIOUS AREAS
DRIVEWAY
903.5 S.F.
PATIO
322.6 S.F.
SIDEWALK A
171.5 S.F.
SIDEWALK B
29.3 S.F.

NOTE: THIS IS NOT A SURVEY, INFORMATION TAKEN FROM SURVEY PROVIDED BY CARLEY - TORGENSEN, INC. DATED OCTOBER 13, 2005

1
A1
PROPOSED SITE PLAN
1" = 20'