



1858
RAMSEY COUNTY
MINNESOTA

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WHITE BEAR TOWNSHIP, MN 55110

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Board of Supervisors
ED M. PRUDHON, *Chair*
STEVEN A. RUZEK
SCOTT E. MCCUNE

**AGENDA
TOWN BOARD MEETING
MAY 6, 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 April 15, 2019 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Special Town Board Meeting** – Call a Special Town Board Meeting for Tuesday, May 28, 2019 @ 6:30 p.m. @ Otter Lake Elementary School, 1401 County Road H-2, to Attend a Neighborhood Meeting Regarding the 2019 Road Improvement Project.
 - B. **National Police Week** – Adopt Resolution Recognizing National Police Week as May 12-18, 2019.
 - C. **Cable Franchise Extension Agreement** – Approve Extension of Expiration Date of the Current Franchise Agreement from August 31, 2019 to February 28, 2020 & Authorize Execution by the Town Board Chair.
 - D. **Lake Links Trail Cooperative Grant** – Approve the Lake Links Trail Cooperative Grant Modification Requesting \$2,500 in Additional Funding to be Split 50/50 with White Bear Lake to Perform a Traffic Study.
 - E. **Stable Property** - Approve the Proposal and Contract for Services to Perform a Property Appraisal @ 5685 Portland Avenue.
 - F. **West Bald Eagle Boulevard** – Adopt a Resolution Temporarily Suspending Discussion of a “One-Way Parkway” on West Bald Eagle Boulevard.
 - G. **Appreciation Gift** – Authorize Purchase of an Appreciation Gift for the Out-Going Recording Secretary.
 - H. **National Public Works Week** – Proclaim May 19-25, 2019 as National Public Works Week.

White Bear Township's

Mission:

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



- I. **Public Safety Commission Recommendation** – Approve the Purchase of an I-Pad With Funds from the False Alarm Account for the Silent Auction at Township Day.
 - J. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Permit to Replace Overhead Electric Service with Underground Electric Service for a Residence at 5605 Hugo Road Which Will Require Directional Boring.
6. **Old Business:** None.
7. **Public Hearing:**
- A. **Ordinance No. 35 Amendment & Conditional Use Permit Request @ 2321 Leibel Street** - Consider Granting an Amendment to Ordinance No. 35 (Zoning) & a Conditional Use Permit to Allow New Automobile Storage.
8. **New Business:**
- Public Works Director Items:**
- A. **2019 Crack Sealing Proposal:**
 - 1. Receive Quotes.
 - 2. Approve Quote.
 - B. **2019 I & I Project:**
 - 1. Approve Plans & Specifications.
 - C. **Wells 2 & 6** – Approve Replacement of Mag Low Meters.
 - D. **Public Works Canopy** – Approve Final Payment.
- Town Engineer Items:**
- E. **2019 Street Improvement 2019-3:**
 - 1. Approve Preparation of Plans & Specifications.
- General Business:**
- F. **Clerk-Treasurer Probationary Period** – Review.
9. **Added Agenda Items.**
10. **Open Time.**
11. **Receipt of Agenda Materials & Supplements.**
12. **Adjournment.**

**White Bear Township's
Mission:**

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



**Town Board Meeting
May 6, 2019**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of May 6, 2019 Agenda
Approval of Payment of Bills

Approval of Minutes of April 15, 2019
(Additions/Deletions)

Documentation: May 6, 2019 Agenda
April 15, 2019 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	May 6, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	April 15, 2019 Town Board Minutes

**MINUTES
TOWN BOARD MEETING
APRIL 15, 2019**

The meeting was called to order at 7:01 p.m.

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

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted, with the addition of: Consent Agenda item 5A) South Shore Trinity Lutheran Church – In Accordance with the Township’s Special Events Policy, Grant Non-Exclusive Use of Bellaire Beach to South Shore Trinity Lutheran Church, 2480 South Shore Boulevard to Hold Outdoor Worship Services, Weather Permitting, on June 9 & 23, July 14 & 28, & August 11 & 25, Beginning at 9:45 a.m. for Two Hours per Service & to Allow Use of Electricity from the Township’s Lifeguard Building to Power the South System; Agenda Item 8B) Improvement 2019-3 to 1) Receive Feasibility Report, 2) Call Public Improvement Hearing, and 3) Adopt Resolution of Intent to Reimburse; 8E) Nate Landucci, 5508 West Bald Eagle Boulevard Updated Plan to address Findings For Denial of Landucci Height Variance; 9A) Water Meter & Radio Read Purchase – Approve; and 9B) Accounting Clerk/Administrative Secretary Position – Approve Hiring of Nancy Renard. McCune seconded. Ayes all.

APPROVAL OF PAYMENT OF BILLS: McCune moved to approve payment of bills. Ruzek seconded. Ayes all.

APPROVAL OF MINUTES OF APRIL 1, 2018 (Additions/Deletions): Ruzek moved to approve the Minutes of April 1, 2019 with corrections made earlier in the day. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to authorize the Consent Agenda as follows: 5A) South Shore Trinity Lutheran Church – In Accordance with the Township’s Special Events Policy, Grant Non-Exclusive Use of Bellaire Beach to South Shore Trinity Lutheran Church, 2480 South Shore Boulevard to Hold Outdoor Worship Services, Weather Permitting, on June 9 & 23, July 14 & 28, & August 11 & 25, Beginning at 9:45 a.m. for Two Hours per Service & to Allow Use of Electricity from the Township’s Lifeguard Building to Power the South System; 5B) Recording Secretary Independent Contractor Agreement – Based on Staff Recommendation Approve the Amendment to the Contract; 5C) Public Safety Commission Recommendation – Authorize the Township’s Participation in the Educational Tobacco Compliance Checks by the North Suburban Tobacco Compliance Project; 5D) Surplus Equipment Disposal – Based on Staff Review & Recommendation Approve the Disposal of Surplus Town Equipment at a State of Minnesota Surplus Services Auction as Outlined in the Staff Memo with Proceeds Being Deposited in the General Fund; 5E) Economic Development Advisory Board – Re-Appoint Kent Brunner to a Three Year Term on the Economic Development Advisory Board to Expire April 30, 2022; 5F) Public Safety Commission – Re-Appoint Stephen Lee, Richard Bruckner, & Connie Anderson & Appoint Mark Griffin to Three Year Terms on the Public Safety Commission to Expire April 30, 2022; 5G) Park Board – Re-Appoint Curt Akenson, Patricia Lee, & Salena Koster to Three Year Terms on the Park Board to Expire April 30, 2022; 5H) Planning Commission – Re-Appoint David Kotilinek & Monica Loes to Three Year Terms on the Planning Commission to Expire April 30, 2022; 5I) Utility Commission – Re-Appoint Nancy Pehrson & Paul Groschen to Three Year Terms on the Utility Commission to Expire April 30, 2022. Ruzek seconded. Ayes all.

OLD BUSINESS: None.

LAKESHORE VARIANCE REQUEST @ 5770 WEST BALD EAGLE BOULEVARD – CONSIDER GRANTING A 18.52’ LAKESHORE VARIANCE: Ruzek motioned to note proper publication of the hearing notice in newspaper & waive reading of notice. McCune seconded. Ayes all. Ruzek motioned to open the public hearing. McCune seconded. Ayes all.

Fiutak and Lahoz are requesting approval of 2 variances which would permit them to construct a second story addition onto their existing home. The addition is proposed on the southwest corner of the home and is proposed to be 25’ x 19’ 8”. The footprint of the addition is within the footprint of the existing home, save the balcony. The balcony is proposed on the south side of the addition, approximately 40’ from the side lot line, thus requiring the lakeshore and right-of-way setback variances.

The Variance Board met on March 20th to discuss this agenda item. With everything within requirements, the Variance Board recommended to the Planning Commission to recommend to the Town Board to approve the 8.25’ right-of-way and the 18.52’ lakeshore setback variances as requested noting that the proposed balcony could be up to 6’ x 6’ in area. The balcony will not impact the setback requirements.

At the Planning Commission meeting Kotilinek made a motion to approve the 8.25’ right-of-way setback variance and the 18.52’ lakeshore setback variance, adding in a suggestion to conform the style and structure of the addition to the existing house’s style and structure, creating uniformity. Artnr seconded. Ayes all.

Ruzek motioned to open the public comment portion – ask for comments. McCune seconded. Ayes all.

Thomas Fiutak was present and was available for any questions from the Board. He stated that the home was constructed sometime in the 1960’s. The potential variances that could have been applied for when the house was constructed were discussed. Riedesel stated that a deck variance was added about 10 years ago.

Ruzek motioned to Close Public Portion of Hearing. McCune seconded. Ayes all.

Based on Staff Review & Recommendation, McCune moved to approve the 8.25’ right-of-way in addition to the 18.52’ lakeshore variance at 5770 West Bald Eagle Boulevard to allow a second story addition. Ruzek seconded. Ayes all.

BUILDING INSPECTOR ITEM – 1ST QUARTER CONSTRUCTION REPORT: Mike Johnson presented the 2019 1st quarter construction activity report. 2019’s 1st quarter permits issued total 53, compared to 2018’s 1st quarter permits issued total 76. It was the consensus that the 1st quarter of 2019 is a little down from 2018’s 1st quarter, but the market is still good.

Ruzek motioned to Accept the Construction Report for the 1st Quarter. McCune seconded. Ayes all.

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TOWN ENGINEER ITEMS – IMPROVEMENT 2019-3: Town Engineer Larry Poppler presented the 2019 Street Improvement Project with an emphasis on the January study conducted by TKDA. The streets studied were Hobe Lane, North Hobe Court, West Hobe Court, Parkview Drive, Weston Woods Way, White Bear Parkway, and 4th and 5th Street. Poppler noted that Hobe had work done regarding water and sewer extension, including some street work, in 2006. Since then there has been high degradation, placing Hobe Lane, North Hobe Court, Hobe Court West on the scale at a 2.93. A mill & overlay is proposed. Parkview Drive was constructed in mid-1990's. It was noted that Parkview Drive is on the scale at a 2.26. Poppler noted that 80% or more of the core is crumbling. Mill & overlay is proposed for Parkview Drive and Fenway Court because their cores are solid. For Parkview Court a full curb and pavement replacement is proposed in a future year. Since it's in this condition, it is proposed to wait until a later date to do a full reconstruction. Weston Woods was constructed in late-1990's. It is also proposed to have a mill & overlay, but a full pavement overlay in some areas. Like Parkview Drive, Weston Woods Way is on the scale at a 2.26. White Bear Parkway to the East of Oakmede Lane was constructed in 1998. It's on the scale at a 2.2. Originally White Bear Parkway was proposed to be a reclamation project, but after the January study it is proposed to be on the mill & overlay plan, since its core is solid. The Fourth Street area, composed of Fourth Street, Fifth Street, and Cedarwood Court, was originally built in 1980, but had some street improvements in 2003. This area is on the scale as a 2.2. The cores were 1.6 and 1.7 inch cores, but a normal core is at least 3 to 4 inches. Originally this area was proposed to be a mill & overlay project, but since this study, it is now proposed to be recommended for reconstruction.

A review of a mill & overlay: replacement of cracked, damaged, or settled curb; minor utility repairs; signage evaluations; driveway and yard restoration; full width milling and removal of 1.5" to 2.5" of pavement; and paving replacement of 1.5" to 2.5" of pavement.

Neighborhood questionnaire responses were good, according to Poppler. Comments are noted in the packet, there were questions regarding drainage, cost, and traffic, among other things.

Poppler noted the estimated costs for all streets mentioned as follows: Hobe Lane, North Hobe Court and West Hobe Court \$227,000; Parkview Drive and Fenway Court \$268,000; Parkview Court \$261,000; Fourth Street area \$1.5 million; Weston Woods Way \$340,000; and White Bear Parkway \$315,000. The total is estimated to be \$2.9 million, however the street reconstructions would take place in a future year.

The tentative schedule is to conduct a neighborhood meeting soon, conduct a public hearing on June 4, have open house and plans in June, award the project in July, and start construction in late summer.

It was noted that there will be more discussion of this agenda item at the April 26 Town Board Executive meeting. There was discussion on warranties and testing of concrete that will be used.

Based on the Town Engineer Review & Recommendation Ruzek moved to Adopt Resolution Receiving Report for a Street Improvement. McCune seconded. Ayes all.

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Based on the Town Engineer Review & Recommendation Ruzek moved to Adopt Resolution Calling Hearing on Improvement 2019-3. McCune seconded. Ayes all.

Based on the Town Engineer Review & Recommendation Ruzek moved to Adopt Resolution Declaring Official Intent to Reimburse Expenditures. McCune seconded. Ayes all.

Ruzek moved to Approve TKDA to move forward with Plans and Specifications. McCune seconded. Ayes all.

NEW BUSINESS—AUTHORIZE STEP ONE OF GIS IMPLEMENTATION: Larry Poppler, TKDA reviewed the Town's desire toward moving to an asset management software with some of TKDA's technical experts including Allison Johnson who is a GIS Specialist for TKDA. Dan Nesler, a registered engineer for TKDA has assisted other communities in the past with setting up their GIS systems. Poppler provided the following Overall Goal for GIS implementation for Board consideration: "Purchase and establish location based software which is convenient and easy to use to allow for White Bear Township Staff to manage Public Works assets and the use of software by other Township divisions. The software should allow for field retrieval of mapping, as-built documents, photos, and any other data attributes (type, year of install, maintenance history, elevations, etc.) As maintenance is completed it is automatically updated once field personnel enter their activity from the field. The software should be able to create maps and reports as desired by the user."

The function of the location based asset management happens with two or more different software programs. ArcGIS is an industry standard for GIS software and is an industry standard for computer documents. The ArcGIS program includes the mapping of assets throughout the community as well as attributes for that asset. Many of the Town's assets are already mapped using Autocad. These include water systems, sanitary systems, storm systems, and streets. The base mapping is fairly easy to convert to ArcGIS. Other asset management programs integrate with ArcGIS information and offer management tools and reporting for assets. There are other programs that perform the function of asset management but they all use the information from ArcGIS. The Engineer reviewed Asset Management Software selection process and the timeline for meeting with staff on processes (March); software evaluation team (March); review overall software options (April); create evaluation criteria matrix (April); gather critical information for ArcGIS database; (May); software evaluation meeting to rank software based on demos (May); secure cost information for software (May); prepare recommendation memo (June); presentations to Utility Commission and Town Board (July); purchase software (August).

The Engineer reported that a field locator device will also be necessary. The cost of the device ranges from \$5,000 - \$20,000. He will put together two quotes for the pricing and what is a priority. He noted that TKDA owns ArcGIS software and can convert some of what is needed. However, the Town will own its own software and hold the license.

The subject of training was brought up. Staff will need to be trained in how to use this software system on their own devices. The software will target any potential or future problems including maintenance on the Town's assets. This organizational system will only be as good as the organizational methods that go into it, and updates will be needed constantly. A question was asked about electronic storage capability. The Town has room for it, though electronic devices,

**MINUTES
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APRIL 15, 2019**

such as one desktop computer and a couple laptops for vehicles, may need to be purchased. Security measures were discussed. TKDA broke down the Township's next steps into 6 steps: 1) Convert Town's assets from Autocad to GIS and set up fields for each asset; 2) Go into Engineer's drawings and plug in the data from number 1; 3) Purchase software and devices to access the asset data via the software and purchase ArcGIS; 4) Gather field data to ensure accuracy by locating and documenting all the Town's assets; 5) Asset management software selection is a program that will work with ArcGIS; 6) Managing the information from that point on. The Town is planning on hiring two interns; they will help gather the field data, which will cut costs. The Town's Capital Improvement Fund has earmarked about \$400,000 for setting up this system, and \$10,000 is allocated for the software. Poppler estimated 400 hours to manage the data, though training is included in these numbers. Timeline and mapping can be done in 2019, as well as purchasing the hardware and potentially hiring an intern.

It was the consensus that the Town Board does approve of the plan.

At the meeting on April 15, 2019, there was discussion of funds. Ruzek stated that GIS is a very commonplace tool for cities and towns to track the assets. White Bear Township currently has 12,000 assets valued at \$180,000,000; it makes sense to take care of the assets with the GIS management investment.

Based on Town Engineer review & recommendation Ruzek moved to authorize step 1 to be initiated which consists of the general setup & mapping conversion. McCune seconded. Ayes all.

Based on Town Engineer review & recommendation Ruzek moved to authorize TKDA to perform these tasks in an amount not to exceed \$19,800.00, with funding from the Capital Equipment Fund. McCune Seconded. Ayes all.

SHERWOOD ROAD – CONSIDER STATE AID DESIGNATION CHANGE: The Town Clerk reported that he received a request from Joe Lux, Senior Transportation Planner of Ramsey County, that the Board consider changing Sherwood Road going from a "County State Aid Highway" to a "County Road." It will not change anything in regards to the Township, but Ramsey County needs approval from the Town Board. The change in the road will help Ramsey County receive more governmental aid. The number of Sherwood Road will go from 4 to 87. Ramsey County will change the signage.

Ruzek made the motion to adopt Resolution Approving New County State Aid Highway (CSAH) Designation for Sherwood Road. McCune seconded. Ayes all.

NATE LANDUCCI, 5508 WEST BALD EAGLE BOULEVARD – UPDATE: Mr. Landucci of 5508 West Bald Eagle Boulevard has been applying for variance requests in order to update his garage. Originally the proposal included a second story "guest cottage," but the request has been denied.

At the Town Board meeting and public hearing of April 1, 2019, Ruzek made the motion to deny the Conditional Use Permit as a garage with a guest cottage. McCune seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
APRIL 15, 2019

Ruzek motioned to approve the 19.3' right-of-way setback variance for use of the garage reconstruction. McCune seconded. Ayes all. Ruzek motioned to approve the 42.8' lakeshore setback variance for the garage reconstruction. McCune seconded. Ayes all.

Ruzek motioned to deny the 11.3' height variance in keeping with the current garage ordinances to deny the demolition of the existing garage and replacement of a new two-story garage. McCune seconded. Ayes all.

Since the meeting on April 1, the Town Attorneys have adopted findings for denial of the conditional use permit and the height variance. Landucci also updated the Board with his updated plan since no guest cottage can be added on. As of April 15, the plans will be reviewed, though right away Riedesel noticed that the eaves are 3 feet, but need to be 2 feet. Landucci will be made aware of that.

Ruzek made the motion for the Findings for Denial of the Landucci height variance. McCune seconded. Ayes all.

Ruzek moved to Approve the Findings for Denial of the Landucci Conditional Use Permit application. McCune seconded. Ayes all.

ADDED AGENDA ITEM – APPROVE WATER METER & RADIO READ PURCHASE: As discussed at the March Executive Town Board Meeting, the proposed settlement agreement has been provided to Core & Main and Sensus and they have reviewed the document with no notable changes. At the February meeting, it was noted that schedule 3 of the agreement states that pricing is good for 90 days. Since 90 days will have lapsed by the time the agreement is finally signed a question was asked if the pricing will remain as is or changed. It was noted that the pricing will not change. Another concern was how the meters would be tagged. It was noted that each meter needs to have an identification number and the address from which it was removed. There was discussion regarding access to the residences by the installers. It was the consensus that two attempts be made and if the property owner does not respond the Town will take responsibility to install the meter and the property owner will be assessed a \$300 per quarter administrative fee if access is not provided. The matter will be placed on the agenda for the April 15, 2019 Town Board meeting with recommendations from staff. Storage of the removed meters was discussed. Storage should allow access if a particular meter needs to be removed.

Core & Main and Sensus are willing to proceed with the current proposal. There was discussion on signing. It was the consensus that the Town will proceed with Core & Main and Sensus on Friday, April 5, 2019. Storage will be discussed at that meeting as well. Once the meeting with Core & Main and Sensus is completed, Kelly will draw up documents regarding language in the contract. A notice will go out to residents on April 10, 2019 regarding this implementation. Implementation is scheduled for summer 2019. A copy of the notice will be emailed to the Board before it is mailed out.

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APRIL 15, 2019**

At the April 15 meeting, Public Works Director stated that the goal is to start July 1st. The project will take 6 weeks to implement, and it was stated that keeping the project in motion would require authorization to purchase the meters.

There was discussion on when the notice will take place, what bills will account for the implementation. It was stated that the contractor will work evenings and weekends, making it convenient for residents, they will send out two notices, and will post signs in neighborhoods. Public Works Director stated that the fees will carry over into the following billing cycles.

Based on Staff review & recommendation McCune moved to approve the purchase of the water meters & radios installed from Core & Main in the amount of \$860,060.00 with funding from the Water Fund. Ruzek seconded. Ayes all.

ADDED AGENDA ITEM – ACCOUNTING CLERK/ADMINISTRATIVE SECRETARY POSITION – APPROVE HIRING OF NANCY RENARD: Finance Officer Tom Kelly reported that of 69 applicants and 8 potential interviewees, 4 actual 20-minute interviews, Nancy Renard stood out. Renard had the most knowledge and ability to conduct work requirements. Kelly stated that the Township is in process of conducting a background check, but would like the approval to hire Renard upon receipt of a clear background, intending for her to start in the beginning of May.

In the near past, the Township had more applicants, but the interviews weren't as compelling. It was stated that this has been a long time coming.

Based on Staff recommendation Ruzek moved to approve the hiring of Nancy Renard pending a successful background check. McCune seconded. Ayes all.

OPEN TIME: No one appeared for Open Time.

RECEIPT OF AGENDA MATERIALS / SUPPLEMENTS: McCune motioned to receive all Agenda materials & supplements for tonight's meeting. Ruzek seconded. Ayes all.

Ruzek moved to adjourn the meeting at 8:14 p.m. McCune seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Town Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
May 6, 2019**

Agenda Number: 5A – Consent Agenda

Subject: Special Town Board Meeting – Call a Special Town Board Meeting for Tuesday, May 28, 2019 @ 6:30 p.m. @ Otter Lake Elementary School, 1401 County Road H-2, to Attend a Neighborhood Meeting Regarding the 2019 Road Improvement Project

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call a Special Town Board Meeting for Tuesday, May 28, 2019 @ 6:30 p.m. @ Otter Lake Elementary School, 1401 County Road H-2, to Attend a Neighborhood Meeting Regarding the 2019 Road Improvement Project



Public Notice

Special Town Board Meeting

Tuesday, May 28, 2019

Beginning at 6:30 p.m.

at

**Otter Lake Elementary School
1401 County Road H-2
White Bear Township MN 55110**

- ◆ 2019 Road Improvement Project Neighborhood Meeting



**Town Board Meeting
May 6, 2019**

Agenda Number: 5B – Consent Agenda

Subject: National Police Week – Adopt Resolution Recognizing National Police Week as May 12-18, 2019

Documentation: Resolution

Action / Motion for Consideration:

Receive Information / Discuss

Adopt Resolution Recognizing National Police Week 2019 and to Honor the Service and Sacrifice of those Law Enforcement Officers Killed in the Line of Duty while Protecting our Communities and Safeguarding our Democracy

McCune – Moves

Ruzek - Second

**Minutes
Town Board Meeting
May 7, 2018**

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5B) Adopt Resolution Recognizing National Police Week as May 13-19, 2018; Prudhon seconded. Ayes all.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 6, 2019

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 6, 2019 at 7:00 p.m.

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

Supervisor McCune introduced the following Resolution and moved its adoption:

**RESOLUTION RECOGNIZING NATIONAL POLICE WEEK
2019 AND TO HONOR THE SERVICE AND SACRIFICE
OF THOSE LAW ENFORCEMENT OFFICERS KILLED IN THE
LINE OF DUTY WHILE PROTECTING OUR COMMUNITIES
AND SAFEGUARDING OUR DEMOCRACY**

WHEREAS, there are over 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the **Ramsey County Sheriff's Office**, and

WHEREAS, there have been 60,211 assaults against law enforcement officers in 2017, resulting in approximately 17,476 injuries, and

WHEREAS, since the first recorded death in 1786, over 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including **four** members of the **Ramsey County Sheriff's Office**, and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C., and

WHEREAS, 371 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 158 officers killed in 2018 and 213 officers killed in previous years, and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 31st Annual Candlelight Vigil, on the evening of May 13, 2019, and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the **Minnesota Law Enforcement Memorial Association's** Annual Candlelight Vigil, on the evening of May 15, 2019, and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year from May 12-18, and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and

WHEREAS, the service and sacrifice of **Ramsey County Suburban Law Enforcement** officers killed in the line of duty will be honored during the **Suburban Ramsey County Law Enforcement Memorial Ceremony**, on May 16, 2019, and

NOW, THEREFORE, BE IT RESOLVED that the **White Bear Township Board** formally designates May 12-18, 2019, as Police Week in the Town of White Bear, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

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

Whereupon said Resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss.
)
TOWN OF WHITE BEAR)

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of Regular Meeting of the Town Board of the Town held on the 6th day of May, 2019, with the original on file in my office, and that the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution relating to National Police Week.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 6th day of May, 2019.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Town Board Meeting
May 6, 2019**

Agenda Number: 5C – Consent Agenda

Subject: Cable Franchise Extension Agreement – Approve Extension of Expiration Date of the Current Franchise Agreement from August 31, 2019 to February 28, 2020 & Authorize Execution by the Town Board Chair

Documentation: Extension Agreement / Email

Action / Motion for Consideration:

Receive Information / Discuss

Approve Extension of Expiration Date of the Current Franchise Agreement from August 31, 2019 to February 28, 2020 & Authorize Execution by the Town Board Chair

**Minutes
Town Board Meeting
December 3, 2018**

CONSENT AGENDA : Ruzek moved approval of the Consent Agenda as follows: 5A) Approve Extension of Expiration Date of the Current Cable Franchise Extension Agreement from March 31, 2019 to August 31, 2019 & Authorize Execution by the Town Board Chair; Prudhon seconded. Ayes all.

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on November 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties previously agreed to extend the expiration date of the Franchise, and of obligations in the Settlement Agreement, through August 31, 2019; and

WHEREAS, the parties wish to extend certain time periods provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including February 28, 2020.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to August 31, 2019 is changed to February 28, 2020.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. Both parties agree that the further extension will not require recommencement of the renewal process under state or federal law, or require either party to re-conduct any studies or proceedings that may have been or are being conducted.

Section 5. This Extension Agreement does not confer upon the Franchisee any additional rights under Section 626 of the Cable Act.

Section 6. By entering into this Extension Agreement, the parties do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable Federal, state, or local rule, regulation, law or precedent.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

By: John D. Keller
John D. Keller
Title: Regional Vice President

Date: 4/11/19

CITY OF BIRCHWOOD VILLAGE

By: _____

Title:

Date:

CITY OF DELLWOOD

By: _____

Title:

Date:

CITY OF GRANT

By: _____

Title:

Date:

CITY OF LAKE ELMO

By: _____

Title:

Date:

WHITE BEAR TOWNSHIP

By: ED PRUDHON

Title: Town Board Chair

Date: 5-6-19

CITY OF MAHTOMEDI

By: _____

Title:

Date:

CITY OF NORTH ST. PAUL

By: _____

Title:

Date:

CITY OF OAKDALE

By: _____

Title:

Date:

CITY OF VADNAIS HEIGHTS

By: _____

Title:

Date:

CITY OF WHITE BEAR LAKE

By: _____

Title:

Date:

CITY OF WILLERNIE

By: _____

Title:

Date:

**Ramsey/Washington Cable Commission - Franchise Renewal Timeline
(Revised March 2019)**

DATE	INFORMAL PROCESS	FORMAL PROCESS
March, 2019 - September, 2019	Informal negotiations	Preparation for drafting/issuing of renewal RFP
September, 2019	Negotiations Update/recommendations as to whether to issue RFP (formal process), or continue negotiations; final document preparation begins if applicable	Negotiations Update/deadline for recommendations as to whether to issue RFP (formal process), or continue negotiations; issue renewal RFP no later than September 15, 2019 if applicable
October, 2019	Final Franchise documentation is complete and provided to Commission office	Issue RFP with return date of no later than October 15, 2019
November, 2019	Public hearing on proposed Franchise	
December, 2019	Commission approval of final Franchise to be recommended to municipalities	Decision made to preliminarily deny or accept proposal; recommendations for conduct of formal proceeding
January, 2020	Final Franchise provided to each municipality for approval and signing	
February, 2020	Existing Franchise with Comcast expires February 28; existing payment arrangement could terminate at earliest on October 28, 2019	Hearing commences on formal process (90 days of prehearing discovery)
March, 2020		
May, 2020	Municipal approval of final Franchise is completed; approved Franchises for each municipality if forwarded to Comcast for signing	
June, 2020		Hearing completed; recommendations for final action on franchise submitted to municipalities

Patti Walstad

From: Pat Christopherson
Sent: Wednesday, April 24, 2019 12:35 PM
To: Patti Walstad
Subject: FW: Extension agreement for Council approval
Attachments: RamWash 2-28-20 extention to signed by Comcast.pdf; Franchise Renewal Timeline (Revised March 2019).pdf

I assume this needs to be on the agenda for the first TB meeting in May

From: Tim Finnerty <timfinnerty@scctv.org>
Sent: Tuesday, April 23, 2019 1:26 PM
To: Pat Christopherson <Pat.Christopherson@whitebeartownship.org>
Cc: ron.solegiaelhunds@gmail.com; Michaud, Luke <LukeMichaud@edinarealty.com>
Subject: Extension agreement for Council approval

Dear Pat:

Attached please find a proposed Agreement for another extension of the Franchise with Comcast. The Cable Commission is recommending that the City Council approve the Extension Agreement. The Agreement will extend the expiration date of the current Franchise from August 31, 2019 to February 28, 2020. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise. Comcast is in agreement with this.

Background

As you know, the Cable Commission has been working on the matter of Franchise renewal with Comcast given that the existing Franchise Agreement that is set to expire August 31, 2019. The Commission and Comcast have conducted negotiations during 2018 and 2019 thus far, and prior to that, the Commission had developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member cities. The needs assessment report is available at:

<https://drive.google.com/drive/folders/0B37m--T9u7TcUNaZUh6MzIPWms>

Renewal issues can be resolved through "informal" processes (negotiation), or through a "formal" hearing process. Based on the time required to complete the formal process, the Commission has adopted and updated two schedules. In both, the parties start with negotiations, but move the formal process forward so that it would be completed by roughly the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is (August 31, 2019), and effectively required the parties to reach negotiated deal points by April. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations.

Recommendation to Approve Extension

The Cable Commission and Comcast have exchanged proposed terms and counterproposals and held several negotiation sessions. While no proposed deal has yet been reached, both parties recommend extending the time schedule to allow for continuation

of negotiations. Therefore, the parties have agreed to recommend extending the franchise expiration date to February 28, 2020 in order to allow negotiations to continue to proceed informally.

To accomplish this, Cable Commission recommends that the City approve the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations without being put at a disadvantage. **The extension preserves the City's right to use the I-NET, and preserves existing PEG support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.**

Finally, please find attached a revised the franchise renewal schedule to reflect how the timeline proceeds under this extension. The Commission leadership believes it is important to follow this schedule to protect the interests of its Member Municipalities.

Please feel free to contact me after you have had a chance to review this if you wish to discuss it or have any questions. Thank you!

- Tim Finnerty
Ramsey/Washington Cable Commission
timfinnerty@scctv.org
651-747-3802



**Town Board Meeting
May 6, 2019**

Agenda Number: 5D – Consent Agenda

Subject: Lake Links Trail Cooperative Grant – Approve the Lake Links Trail Cooperative Grant Modification Requesting \$2,500 in Additional Funding to be Split 50/50 with White Bear Lake to Perform a Traffic Study

Documentation: Staff Memo

Action / Motion for Consideration:

Receive Information / Discuss

Approve the Lake Links Trail Cooperative Grant Modification Requesting \$2,500 in Additional Funding to be Split 50/50 with White Bear Lake to Perform a Traffic Study

MEMORANDUM

TO: TOWN BOARD
FROM: PATRICK CHRISTOPHERSON
DATE: MAY 3, 2019

SUBJECT: LAKE LINKS COOPERATIVE GRANT

Township Staff have been meeting the past several months with representatives of Lake Links, SEH, and White Bear Lake City in order to plan for a new trail corridor along TH 96. If you will recall, the State of Minnesota provided \$22,000 in grant funds for the participating organizations to plan this trail, with engineering expertise provided by SEH, as a 50/50 cost share project between the Township and City. At our most recent meeting, it was decided that an additional traffic study was needed to evaluate flow at the intersection of Portland and TH 96 adding a cost of \$2,500. We would like the opportunity to proceed with this traffic study at the quoted price, splitting the expense 50/50 with White Bear Lake City.



**Town Board Meeting
May 6, 2019**

Agenda Number: 5E – Consent Agenda

Subject: **Stable Property** - Approve the Proposal and Contract for Services to Perform a Property Appraisal

Documentation: CBRE Proposal & Contract for Services

Action / Motion for Consideration:

Receive Information / Discuss

Approve the Proposal and Contract for Services to Perform a Property Appraisal @ The Stable Property at 5685 Portland Avenue

Proposal and Contract for Services

CBRE, Inc.
800 LaSalle Avenue, #1900
Minneapolis, MN 55402
www.cbre.us/valuation

April 19, 2019

Kevin T. Meeks, MAI
Vice President

WHITE BEAR LAKE TOWNSHIP

c/o Patrick Kelly
Kelly & Lemmons, P.A.
2350 Wycliff Street, Suite 200
St. Paul, MN 55114
Phone: 651.224.3781
Email: pkelly@kellyandlemmons.com

RE: Assignment Agreement
Vacant Land – 7.87 acres of buildable land
Former Stoddard Property, 5685 Portland Avenue
White Bear Lake Township, MN 55110

Dear White Bear Lake Twp.:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Internal Decision Making purposes
Intended User:	The intended user is WHITE BEAR LAKE TOWNSHIP ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Inspection:	CBRE will conduct a physical inspection of both the interior and exterior of the subject property, as well as its surrounding environs on the effective date of appraisal.
Valuation Approaches:	Only the Sales Comparison Approach will be completed.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$6,000
Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required for this assignment
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.
Delivery Instructions:	<p>We will invoice you for the assignment in its entirety at the completion of the assignment.</p> <p>CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.</p> <p>An Adobe PDF file via email will be delivered to pkelly@kellyandlemmons.com. The client has requested Two (2) bound final copies.</p>
Delivery Schedule:	
Final Report:	Upon Client's request
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 10 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Kevin T. Meeks, MAI
Vice President – CBRE VAS
As Agent for CBRE, Inc.
T 612.336.4242
kevin.meeks@cbre.com

AGREED AND ACCEPTED

FOR WHITE BEAR LAKE TOWNSHIP ("CLIENT"):



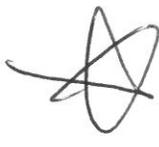
_____ Signature	_____ Date
Patrick Kelly _____ Name	_____ Title
651.224.3781 _____ Phone Number	pkelly@kellyandlemons.com _____ E-Mail Address

ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

_____ Initial Here

 New Signature Page
to follow showing T.B.
Chair signature

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Kevin T. Meeks, MAI
Vice President
kevin.meeks@cbre.com
CBRE, Inc.
Valuation & Advisory Services
800 LaSalle Avenue, #1900
Minneapolis, MN 55402



**Town Board Meeting
May 6, 2019**

Agenda Number: 5F – Consent Agenda

**Subject: West Bald Eagle Boulevard – Adopt a Resolution
Temporarily Suspending Discussion of a “One-Way Parkway”
on West Bald Eagle Boulevard**

Documentation: Resolution

Action / Motion for Consideration:

Receive Information / Discuss

**Adopt the Resolution Temporarily Suspending Discussion of a “One-
Way Parkway” on West Bald Eagle Boulevard**

McCune – Moves

Ruzek – Seconds

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 6, 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 May 6, 2019, at 7:00 p.m.

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

Supervisor McCune introduced the following Resolution and moved its adoption:

**RESOLUTION TEMPORARILY SUSPENDING
DISCUSSION OF A "ONE-WAY PARKWAY" ON
WEST BALD EAGLE BOULEVARD**

WHEREAS, the construction of a "one-way parkway" on West Bald Eagle Boulevard has been proposed by Township residents and Ramsey County Staff;

AND WHEREAS, the topic of construction of a "one-way parkway" on West Bald Eagle Boulevard has been discussed extensively by the Town Board, it's staff, and consultants;

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

1. That any further consideration of a "one-way parkway" on West Bald Eagle Boulevard shall be tabled for the time being.
2. That the primary reason for this conclusion is the extensive level of street projects already being slated for the Township over the next 3 to 4 years, and the subsequent drain on our already limited resources in terms of staff and time.
3. That while the proposed project is noteworthy, the practical application of resources precludes the Town's consideration to go forward at this time.

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



**Town Board Meeting
May 6, 2019**

Agenda Number: 5G – Consent Agenda

Subject: **Appreciation Gift** – Authorize Purchase of an Appreciation Gift for the Out-Going Recording Secretary

Documentation: Brochure

Action / Motion for Consideration:

Receive Information / Discuss

Authorize Purchase of an Appreciation Gift for the Out-Going Recording Secretary

(https://www.crystalplus.com/)

Search by SKU or Keyword

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Browse by Occasions Brand Styles Recipients Budget

FREE STANDARD SHIPPING ON AN ORDER OF \$99+
 Enter Code: freeship990419
 *See Exclusions

Roll over image to zoom in

Sterling Silver Pen Set

1 review

Size	SKU	Approx. H x W x D	Shipping Wt.	Qty	Price
NA	130320	3-1/2" x 5" x 3"	1.5	0	\$39.00 \$33.15

Share Print (product_print.php?pid=3420) Add to Wishlist ADD TO CART & PERSONALIZE

1 Pick item(s) 2 Add to Cart 3 Personalize with your logo/texts

110% PRICE MATCH For Identical Products and Services

FREE NO SETUP FEE Artwork Proof, Engraving & Personalization

VOLUME DISCOUNT \$1,000+ 10% OFF \$3,000+ 15% OFF \$5,000+ 20% OFF *Hot Deals & Certain Brand Names Excluded

PRODUCT DESCRIPTION

The Sterling Silver Pen Set features a pen holder with an etched area to engrave your name, university logo, or company logo. It can be given as a special graduation gift, Father's Day gift, birthday present, or corporate promotional gift.

*Glass Thickness: 1/2"
 *Silver Pen Included.

Material: Clear Glass

Our Clear Glass is a lead free, low iron product. Lower iron content results in a lighter green tint than compared to Jade Glass. Clear Glass mimics the high perceived value of Crystal but at a more cost-conscious price point. The raw material for these glass sheets are only available in certain thickness, which complies with the highest quality standard. The beautiful polish and beveling on each piece creates a brilliant reflection that has a slight white fiery sparkle, giving it the name.

4.9 *****
 Google Customer Reviews





**Town Board Meeting
May 6, 2019**

Agenda Number: 5H – Consent Agenda

**Subject: National Public Works Week – Proclaim May 19-25, 2019 as
National Public Works Week**

Documentation: Proclamation

Action / Motion for Consideration:

Receive Information / Discuss

Proclaim May 19-25 as National Public Works Week



National Public Works Week 2019 Proclamation

May 19-25, 2019

“It Starts Here”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of White Bear Township, Minnesota; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and,

WHEREAS, it is in the public interest for the residents, civic leaders and children in White Bear Township, Minnesota to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Ed Prudhon, Town Board Chair, do hereby designate the week May 19 – 25, 2019 as National Public Works Week; I urge all residents to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at White Bear Township, Minnesota this _____ day of _____ 2019.

White Bear Township, Minnesota

[INSERT OFFICIAL SEAL]



**Town Board Meeting
May 6, 2019**

Agenda Number: 5I – Consent Agenda

Subject: Public Safety Commission Recommendation – Approve the Purchase of an I-Pad With Funds from the False Alarm Account for the Silent Auction at Township Day.

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Based on Public Safety Commission Recommendation Approve the Purchase of an I-Pad With Funds from the False Alarm Account for the Silent Auction at Township Day



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

May 2, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
5605 Hugo Road
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

XcelEnergy has applied for a permit to replace overhead electric service with underground electric service for residence at 5605 Hugo Road. The project will require directional boring. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the boring activity.
2. Contractor must protect sewer and water services along the construction route.
3. Disturbed areas shall be restored equal to or better than original condition.
4. Hugo Road is also County Road 154 which is under the jurisdiction of Ramsey County and may need a separate permit with them.
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,

A handwritten signature in black ink, appearing to read 'Jim Studenski', written over a solid black line.

Jim Studenski, P.E.
Town Engineer

Enclosures



April 29, 2019

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

Xcel Work Order # 102952266

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

Overhead to Underground Conversion of Electric Service to a Residence

I. Type of Utility – General Description

Trench from pole 10ft N of 5605 Hugo Rd along Blvd then to meter on house 65ft total. Remove overhead service line.

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

II. Work to be done one half of a day in May, 2019.

Application Approved:

By: _____

Date: _____

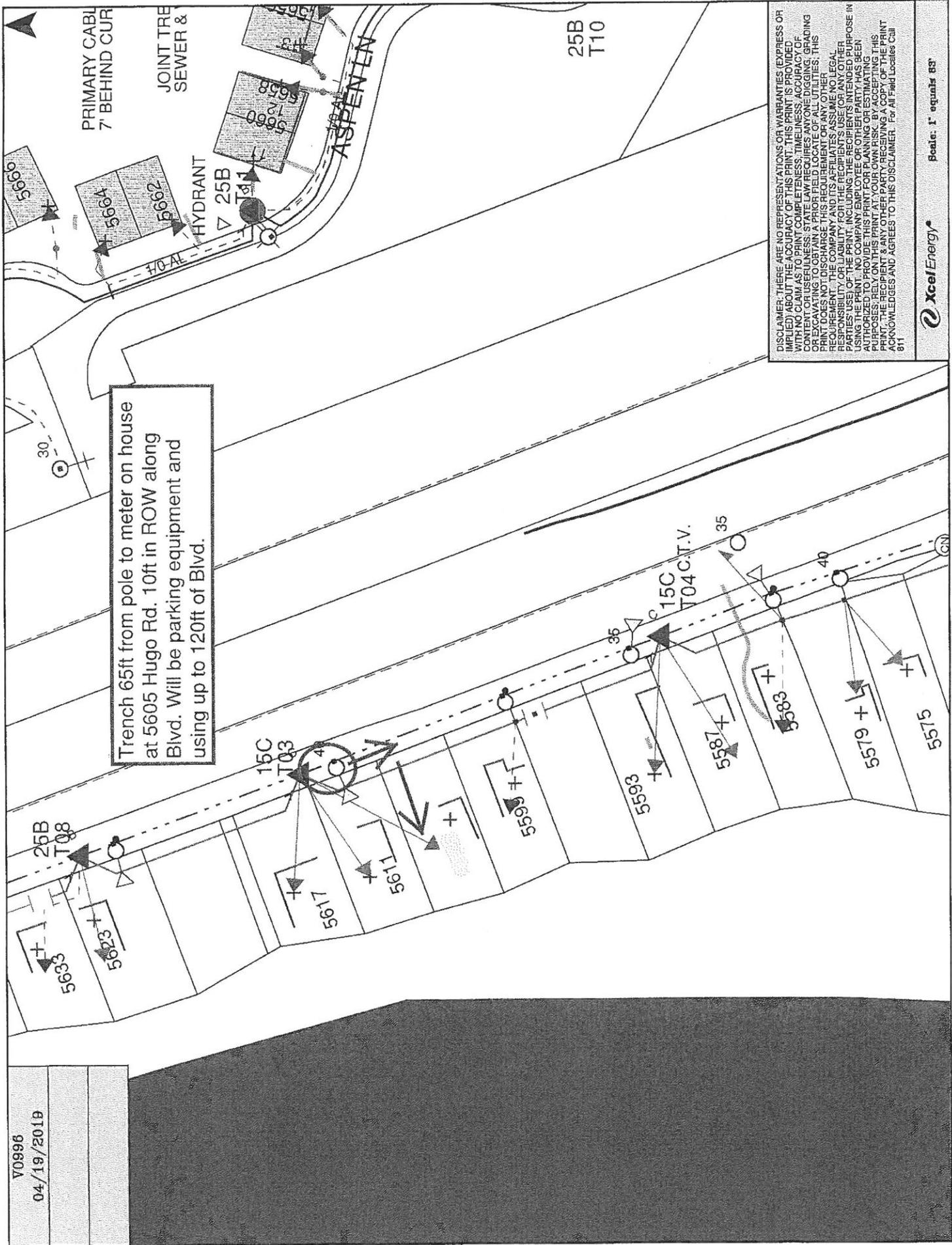
Application submitted by:

XCEL ENERGY

Jennifer Thurston
Xcel Energy / Responsible By Nature
Service Designer
3000 Maxwell Ave, Newport, MN 55055
P: (651)458-1287
E: jennifer.e.thurston@xcelenergy.com

V0996

04/19/2019



Trench 65ft from pole to meter on house at 5605 Hugo Rd. 10ft in ROW along Blvd. Will be parking equipment and using up to 120ft of Blvd.

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, GAS, WATER, SEWER, TELEPHONE, CABLE, AND OTHER UTILITIES. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE OF ANY OTHER PARTIES' USE OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLACING OR ESTIMATING PURPOSES. BY USING THIS PRINT, THE RECIPIENT IS ACKNOWLEDGING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locales Call 811



Scale: 1" equals 65'



**Town Board Meeting
May 6, 2019**

Agenda Number: 6A – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
May 6, 2019**

Agenda Number: 7A – Public Hearing

Subject: Ordinance No. 35 Amendment & Conditional Use Permit Request @ 2321 Leibel Street - Consider Granting an Amendment to Ordinance No. 35 (Zoning) & a Conditional Use Permit to Allow New Automobile Storage

Documentation: Staff Memo / Site Plan / Public Notice / Resident Letter Mailing List / Affidavit of Publication / Zoning Ordinance & Conditional Use Permit Applications / Amendment to Ordinance No. 35 / Conditional Use Permit/Zoning Certificate with Attached Requirements

Action / Motion for Consideration:

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

Based on Staff Review & Recommendation:

- 1) Approve the Amendment to Ordinance No. 35, Adding under Conditional Uses in the I-1 Light Industrial District, Section 12. New Automobile Storage
- 2) Approve the Conditional Use Permit / Zoning Certificate with Requirements to Allow Storage of New Automobiles at 2321 Leibel Street

LUTHER COMPANY, 2321 LEIBEL STREET – Request for Zoning Ordinance Amendment & Conditional Use Permit to Allow Temporary New Automobile Parking: 2321 Leibel Street lot space has been used by school busses since 1991. White Bear Luther Subaru is proposing a temporary situation for storing brand new cars. No cars are proposed to be sold from the site. The proposal is for storage only. The Town does not permit outside automotive storage of cars in the I-1 Zone.

Linda McGinty and Kevin Shaw from Luther Company were present to discuss this agenda item. McGinty started off with an apology, stating that there were already cars in the lot due to the heavy snowfall in February. The company had to move them from the White Bear Subaru lot. Though Luther knowingly put cars at this site, their intent is to only keep new cars there temporarily, while the company gains access to a developing property. McGinty stated Luther is asking to store the cars on-site for one year.

Due to the length of time the school busses have been on the lot, Artner made the motion requesting approval for the Zoning Ordinance Amendment, adding #12 “automotive storage” to the list of I-1 Conditional Uses to Section 6-5 of the Zoning Ordinance, specifically giving no timeframe. Kotilinek seconded. Ayes all.

Artner made the motion to approve Luther Company’s request of a Conditional Use Permit to allow temporary new automobile parking. Kotilinek seconded. Ayes all.

The Public Hearing for this agenda item will be during the Town Board Meeting of May 6, 2019.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: MARCH 19, 2019

SUBJECT: NEW CAR PARKING/STORAGE

REQUEST: ZONING ORDINANCE AMENDMENT / CONDITIONAL USE PERMIT

LOCATION: 2311 & 2321 LEIBEL STREET
APPLICANTS: LUTHER COMPANY, LINDA MCGINTY
ZONING: I-1, LIGHT INDUSTRIAL

Luther Company is requesting approval of an amendment to the Zoning Ordinance which would permit them to store new cars at 2311 & 2321 Leibel Street. The site has been used for school bus parking and currently has busses, a construction trailer, a fueling station and storage shed. Luther is also currently storing cars on site.

The Town's Zoning Ordinance does not permit auto sales lots. In addition, automotive storage lots are not listed as being permitted or conditionally permitted by the Zoning Ordinance.

School bus parking lot was added to the list of permitted uses in the I-1 Zone in 1991 as requested by Rehbein Transit.

Luther Company is requesting the Town add #12 "automotive storage" to the list of I-1 Conditional Uses to Section 6-5 of the Zoning Ordinance. They are also requesting approval of a Conditional Use Permit if the Zoning Ordinance is amended.

Adding "automotive storage" to the list of Conditional Uses in the I-1 Zone, would allow Luther to store autos as requested. The Town may want to consider adding "new" to "automotive storage" to insure that used or dilapidated autos are not stored on site. Adding "new automotive storage" would restrict the use to new cars. If used car storage is allowed, the site may take on the appearance of a salvage yard which is not permitted in the Town.

The proposed use is for storage of new cars. No sales will take place from the property.

If the Town supports an amendment to the Zoning Ordinance, it is recommended that a Conditional Use Permit be approved for this type of use. Section 9-4.4 of the Zoning Ordinance sets the standards for approval of a Conditional Use Permit. The Ordinance states:

9-4.4(a). The proposed use shall be planned, designed, constructed and maintained to avoid:

- (1). Unnecessary detracting from the appearance of adjacent properties or from the Town as a whole.
- (2). Aesthetic incompatibility.
- (3). Aural Incompatibility.
- (4). Damage to vegetation.
- (5). Traffic pattern incompatibility.
- (6). Erosion of soil.
- (7). Unnecessary loss of existing natural features (vegetation, steep slopes, wetlands, water bodies).
- (8). Increased flood potential.

9-4.4(b). The proposed use shall meet all reasonable requirements, as set forth by the Town Board, in order to protect the health, safety and welfare of the Town. Uses proposed for "O-S" Open Space districts shall provide for a level of police protection and civilian supervision as set forth by the Town Board to ensure supervision and maintenance of said districts.

9-4.4(c). Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and Town Board shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.

9-4.4(d). The proposed use shall bear the cost of all additional water availability (W.A.C.) charges, pursuant to Ordinance No. 12 (Regulating Use of Water), and sewer availability (S.A.C.) charges, pursuant to Ordinance No. 36 (Sewer Service Availability and Charges), where the proposed use expands upon a pre-existing use.

9-4.4(e). The proposed use shall not result in the destruction, loss or damage of a natural, scenic, environmental or historic feature of the Town.

9-4.4(f). The proposed use shall not depreciate the value of adjacent properties.

9-4.4(g). The proposed use shall be sited, oriented, designed, landscaped and maintained to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.

9-4.4(h). The proposed use shall organize vehicular access and parking to minimize traffic congestion to adjacent properties.

9-4.4(i). The proposed use shall preserve and incorporate the site's natural and scenic features into the development design.

9-4.4(j). The proposed use shall have no negative impact of noise, glare or odor effects on adjacent properties.

9-4.4(k). The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the policy and plan recommendations of the Comprehensive Plan.

If these standards can be met by the applicant, a Conditional Use Permit can be approved by the Town.

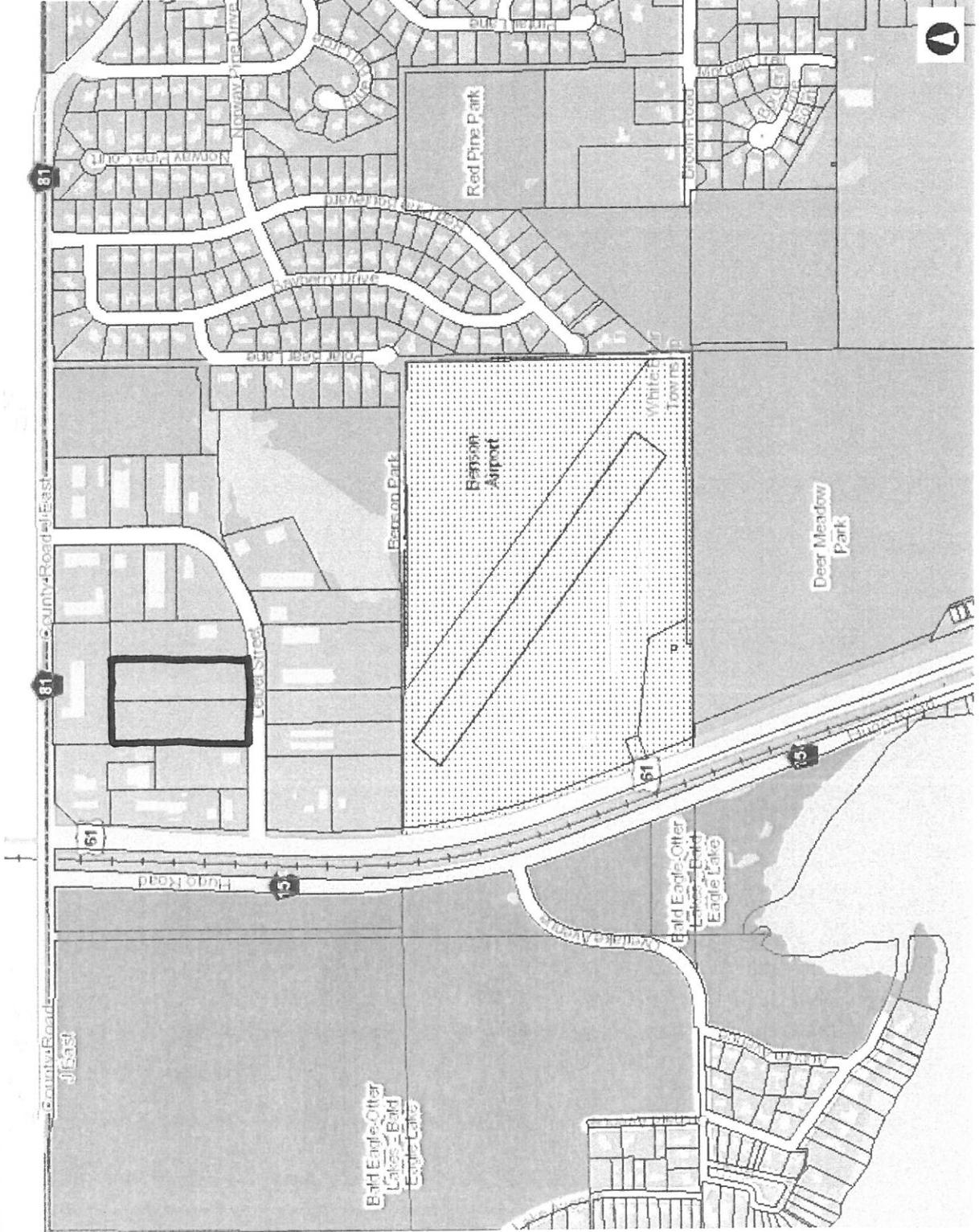
Two actions are required by the Town to approve the Luther request:

1. Approve an amendment to Section 6-5 of the Zoning Ordinance, adding #12 under the I-1 Light Industrial heading as follows - #12 New Automobile Storage.
2. Approve a Conditional Use Permit for the automotive storage use. Approval of the Conditional Use Permit can be subject to reasonable requirements set by the Town.

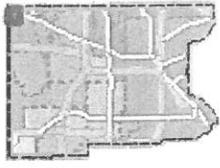
It must be noted that Luther is leasing the site on Leibel Street. The use, if approved, would likely be temporary.

If the Planning Commission is concerned with this type of use being allowed on all industrial properties, this use could be recommended for a specific time period. The use could be added temporarily with a date of sunset (expiration). The Town did this one other time when it permitted White Bear Mini Storage to store boats outside during the winter months. The approved permit included a sunset date when the list of conditional uses would be amended and #12, New Automobile Storage, would be eliminated.

TR/psw
cc:admin.file
b:luther



Legend



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

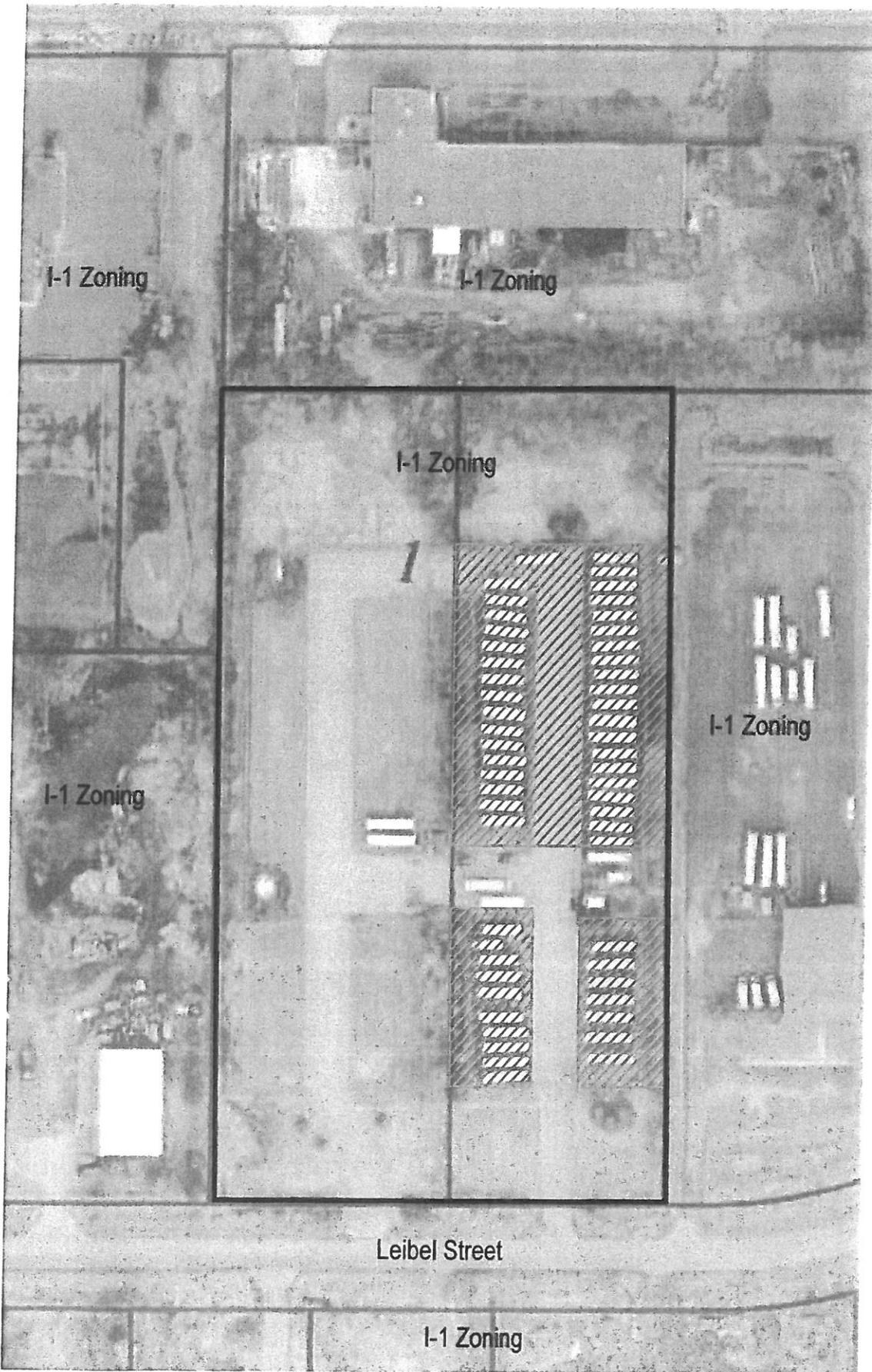
Notes

Enter Map Description

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Site Address:
5926 Highway 61

 Automobile
Storage Areas



March 11, 2019

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

RE: Zoning Ordinance Text Amendment and Conditional Use Permit

Dear Mr. Riedesel,

On behalf of Luther Company, Landform is pleased to submit this application for a zoning ordinance text amendment and conditional use permit to allow automobile storage as a conditional use in the I-1 district and allow automobile storage on the property located at 5296 Highway 61 (PID 013022220013 and 013022220014).

The zoning ordinance text amendment would amend Section 6-5 of the Zoning Ordinance to add "(12) Automobile Storage" as an allowed conditional use in the I-1 zoning district. The use would be subject to the conditional use standards that all conditional uses are evaluated under. These standards are located in Section 9-4-4 which states, "The proposed use shall be planned, designed, constructed and maintained to avoid:

- (1). Unnecessary detracting from the appearance of adjacent properties or from the Town as a whole.
- (2). Aesthetic incompatibility.
- (3). Aural Incompatibility.
- (4). Damage to vegetation.
- (5). Traffic pattern incompatibility.
- (6). Erosion of soil.
- (7). Unnecessary loss of existing natural features (vegetation, steep slopes, wetlands, water bodies).
- (8). Increased flood potential."

The subject site for the proposed conditional use is currently used as a bus storage lot. We are proposing to store automobiles, making use of the existing bus storage layout with no proposed physical changes to the site. The eastern parcel is intended as the primary automobile storage area, with the western parcel providing an area for expansion if the need arises.

Luther and Landform respectfully request approval of the proposed zoning ordinance text amendment and conditional use permit. We are willing to work with staff, the Planning Commission and the Town Board to accomplish a positive outcome for all involved.

Sincerely,
Landform



Steve Sabraski



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, May 6, 2019, at 7:00 p.m. to consider the following requests:

- Ordinance No. 35 (Zoning) Amendment
- Conditional Use Permit Request

to allow temporary new automobile parking at the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

Lot 13, Block 1, Leibel Addition,

(2321 Leibel Street)

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

Given under my hand this 1st day April, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: wbt@whitebeartownship.org

Board of Supervisors
ED M. PRUDHON, *Chair*
STEVEN A. RUZEK
SCOTT E. MCCUNE

April 24, 2019

Township Business
White Bear Township, Minnesota 55110

Re: Conditional Use Permit Request

Dear Business Owner:

Enclosed please find a **Public Notice** regarding a request from the owners/lessors of property at 2321 Leibel Street for a Conditional Use Permit which will allow the storage of new automobiles on the site.

In accordance with Town Ordinances, a Public Hearing must be held on the matter. Therefore, a Public Hearing has been scheduled for **Monday, May 6, 2019 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.**

If you have any comments or questions regarding this request, please plan to attend the hearing. If you cannot attend the hearing you may forward your comments or questions to Tom Riedesel, Planner, by phone, letter or email at tom.riedesel@whitebeartownship.org.

Sincerely,

Patti Walstad
Paralegal

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



recycled paper



5160®

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

Go to avery.com/templates
Use Avery Template 5160

Parcel ID: 013022220005

BRIAN L PREISLER PROP LLC

3529 HIGHLAND AVE
WHITE BEAR LAKE MN 55110-5309

Parcel ID: 013022220016

PRC-WBMS LLC

4530 W 77TH ST STE 345
MINNEAPOLIS MN 55435-5012

Parcel ID: 013022220017

CAPRA PROPERTIES 2320 LLC

2340 LEIBEL ST
SAINT PAUL MN 55110-2308

Parcel ID: 013022220014

POR-MKR REAL ESTATE LLC

101 10TH ST E STE 300
HASTINGS MN 55033-2157

Parcel ID: 013022220004

SOUTHWIND HOLDINGS LLC

2372 LEIBEL ST
WHITE BEAR TOWNSHIP MN 55110-2308

Parcel ID: 013022220021

**STEVEN C PARENTEAU, COLLEEN G
PARENTEAU**

3744 HOFFMAN RD
WHITE BEAR LAKE MN 55110-4628

LINDA MCGINTY, LUTHER COMPANY
105 SOUTH FIFTH AVENUE SUITE 513
MPLS MN 55401

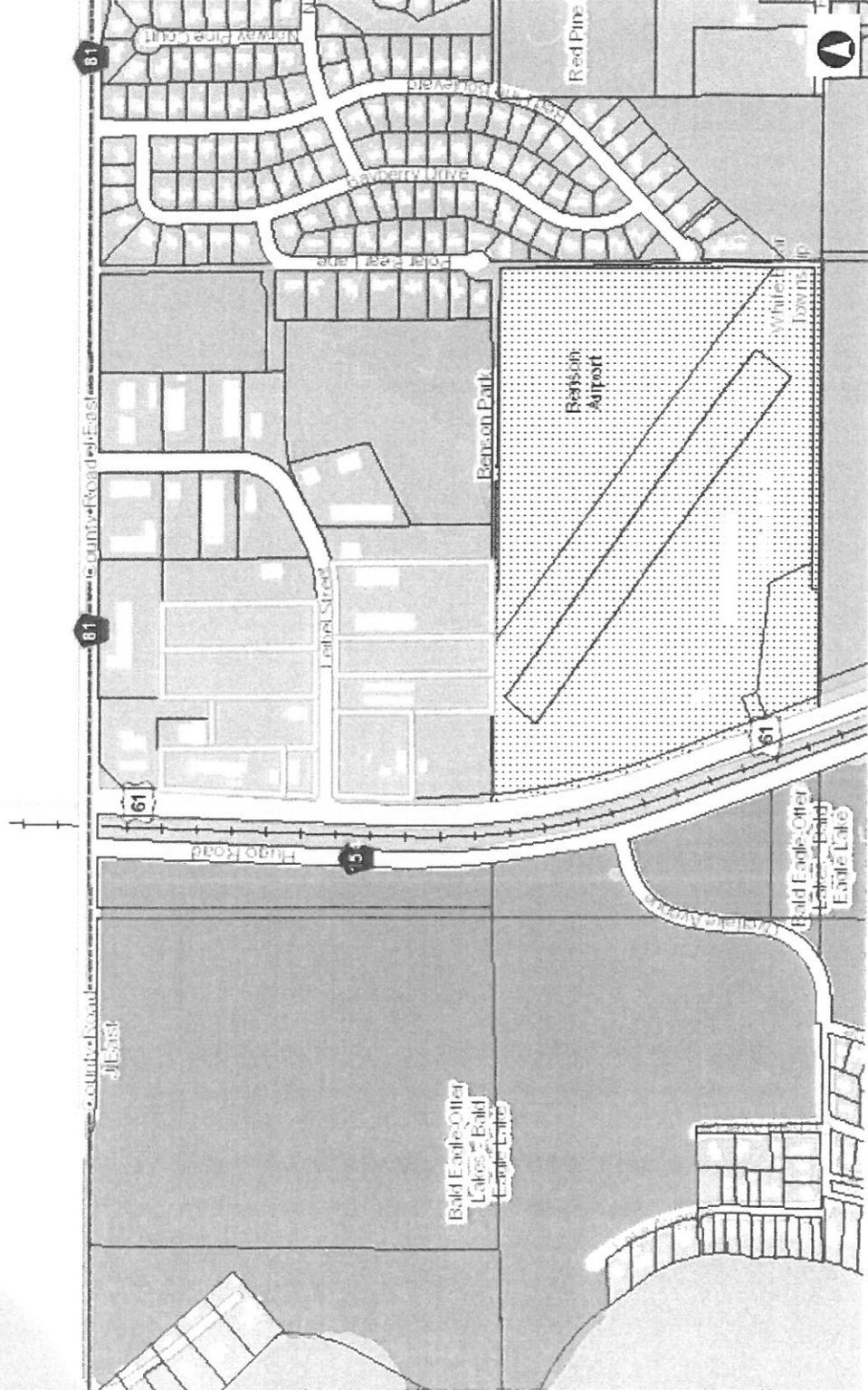
Legend



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

Notes

Enter Map Description



1,333.3 666.67 1,333.3 Feet

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 © Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

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

1. I am the publisher of the WHITE BEAR PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 24th day of April, 2019.

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

- a) Lowest classified rate paid by commercial users for comparable space
b) Maximum rate allowed by law for the above matter
c) Rate actually charged for the above matter \$ 17.37/inch

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

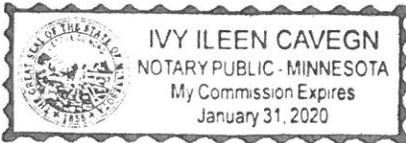
FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher

Subscribed and sworn to before me on this 24th day of April, 2019.

[Signature]
Notary Public

WHITE BEAR TOWNSHIP PUBLIC NOTICE
NOTICE IS HEREBY GIVEN, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, May 6, 2019, at 7:00 p.m. to consider the following requests:
• Ordinance No. 35 (Zoning) Amendment
• Conditional Use Permit Request
to allow temporary new automobile parking at the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:
Lot 13, Block 1, Leibel Addition,
(2321 Leibel Street)
and to pass upon objections and recommendations, if any, and to conduct any and all business incident thereto.
Given under my hand this 1st day April, 2019.
BY ORDER OF THE TOWN BOARD OF SUPERVISORS
PATRICK CHRISTOPHERSON, Clerk-Treasurer
Published one time in the White Bear Press on April 24, 2019.





ZONING ORDINANCE AMENDMENT APPLICATION FORM

INTRODUCTION

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

APPLICANT(S) Linda McGinty, Luther Company PHONE (Home) _____
Steve Sabraski, Landform (Business) 612-638-0243
(Cell) _____

ADDRESS 105 South Fifth Avenue, Suite 513
Minneapolis, MN 55401

PROPERTY OWNER POR-MKR Real Estate LLC

ADDRESS OF SITE 5926 Highway 61 (PID 013022220013 and 013022220014) ZONING I-1

EXISTING USE OF SITE Bus Storage

PROPOSED ZONING ORDINANCE AMENDMENT Amend the zoning ordinance to allow automobile storage as a conditional use.

REASON FOR REQUEST Allow automobile storage

3/11/19 x YD

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

REVIEW PROCESS:

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

#895

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

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

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

Steve Sabraski

Steve Sabraski
Signature of Applicant(s)

3/11/2019
Date

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



CONDITIONAL USE PERMIT APPLICATION FORM

INTRODUCTION

A Conditional Use Permit may be granted or denied by the Town Board after recommendation by the Planning Commission in accordance with Ordinance No. 35 (Zoning), Section 9-4, Conditional Use Permit Procedure.

APPLICANT(S) Linda McGinty, Luther Company PHONE (Home) _____
Steve Sabraski, Landform (Business) 612-638-0243
(Cell) _____

ADDRESS 105 South Fifth Avenue, Suite 513
Minneapolis, MN 55401

PROPERTY OWNER POR-MKR Real Estate, LLC

ADDRESS OF SITE 5296 Highway 61 (PID 013022220013 and 013022220014) ZONING I-1

EXISTING USE OF SITE Bus Storage

DESCRIPTION OF CONDITIONAL USE BEING REQUESTED
We are requesting to use the site to store automobiles where buses are currently being stored. Some of the buses may remain on site.

3/11/19 x YLO Fee (\$75.00 plus \$200.00 Expense Deposit)

CHECKLIST:

- Site Plan
- Building locations (dwelling, garage, accessory building).
- Site improvements (parking areas, drives, sidewalks, fences, decks, lighting, etc.).
- Yard (front, side, rear setbacks).
- Wetlands (delineation of streams, water bodies, wetlands & 100 year storm elevation).
- Existing trees (6 inch in diameter or more), large shrubs & proposed landscaping.
- Location of site, with adjacent land use.
- Topography, grading.

- _____ Schedule (when applicant intends to construct)
- _____ Additional information, if required.
- _____ Permits or written comments from other agencies (DNR, RCWD, VLAWMO, Ramsey County, MNDot, US Army Corps of Engineers.
- _____ Certificate of Survey, or full legal description
- _____ Building plans (size, intended use of structures, exterior finishes, floor plans and elevations).

REVIEW PROCESS:

1. Submit 15 copies of application and all supporting information to Town Planner (minimum of 3 weeks prior to Planning Commission Meeting).
2. Planning Commission _____ (4th Thursday of the month @ 7:00 p.m. at the Town Hall).
3. Town Board _____ (1st Monday of the following month @ 7:00 p.m. at the Town Hall)
(Call Public Hearing)
4. Town Board _____ Public Hearing
5. Town Board _____
(Action subject to Public Hearing Schedule)

STANDARDS:

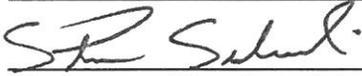
The Town Board will approve a Conditional Use Permit only if the following facts are established:

- X 1. There will be no detracting from the appearance of adjacent properties, or Town as a whole.
- X 2. There will not be aesthetic incompatibility.
- X 3. There will not be aural incompatibility (noise).
- X 4. There will not be damage to vegetation.
- X 5. Traffic patterns will not be negatively affected.
- X 6. There is no unnecessary loss of existing natural features.
- X 7. Will not cause soil erosion.
- X 8. Will not increase flood potential.
- X 9. The proposal is consistent with Comprehensive Plan and complies with other Ordinances.

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

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

Steve Sabraski



Signature of Applicant(s)

3/11/2019

Date

To Be Completed By Office:

Date Request Received _____

By _____
(Staff Member)

\$75.00 Fee + \$200 Deposit Received

Yes

No

Date Application Complete _____

**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 FO 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 6-5 - CONDITIONAL USES of Ordinance No. 35 is amended by adding under “I-1” – Light Industrial, the following:

(12). New Automobile Storage.

SECTION 2. 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 thereof, other than the part held to be invalid.

SECTION 3. 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 6th day of May, 2019.

APPROVED:

ED M. PRUDHON, Chair

ATTEST:

PATRICK CHRISTOPHERSON,
Clerk-Treasurer

Board of Supervisors:
ED M. PRUDHON, Chair
STEVEN A. RUZEK, Supervisor
SCOTT M. MCCUNE, Supervisor

STATE OF MINNESOTA
COUNTY OF RAMSEY

TOWN OF WHITE BEAR
Office of Town Clerk/Treasurer

CONDITIONAL USE PERMIT

IN CONSIDERATION of the statements made by Luther Company, in their application therefor duly filed in this office, which Application is made a part hereof, and a showing by the applicant that the standards and criteria set forth in Ordinance No. 35 (Zoning) for Conditional Use Permits will be satisfied, a public hearing thereon having been held as provided by statute and ordinance, PERMISSION IS HEREBY GRANTED To said Luther Company, to allow storage of new automobiles on land lying and being in the Town of White Bear, described as follows: Lot 13, Block 1, Leibel Addition, Ramsey County, Minnesota; Address: 2321 Leibel Street, which tract is of the size and area specified in said application.

This permit is granted upon the express condition that said owner and his contractors, agents, workmen and employees shall comply in all respects with the ordinances of the Town of White Bear and the Special Requirements attached hereto and made a part hereof.

Given under the hand of the Town Clerk/Treasurer and the Seal of the Town Clerk this 6th day of May, 2019.

TOWN CLERK/TREASURER

STATE OF MINNESOTA)
))
COUNTY OF RAMSEY) ss.
))
TOWN OF WHITE BEAR)

THIS INSTRUMENT WAS DRAFTED BY:
WHITE BEAR TOWNSHIP
1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP MN 55110

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Conditional Use Permit with the original records and files of said Town, and that the same is a full, true, and correct transcript therefrom.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Town Clerk's Seal this 6th day of May, 2019.

TOWN CLERK/TREASURER

ZONING CERTIFICATE

Town of White Bear, Minnesota

I hereby certify that the real estate situated in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit: Lot 13, Block 1, Leibel Addition, Ramsey County, Minnesota, and commonly known as: 2321 Leibel Street, is in a(n) I-1 Light Industrial District, and can be used for the following purpose: to allow the storage of new automobiles, in accordance with the attached Requirements, pursuant to Ordinance No. 35, the Zoning Ordinance, of the Town of White Bear, Ramsey County, Minnesota.

Dated: May 6, 2019.

TOWN CLERK

- CONDITIONAL USE
- PERMITTED USE
- NON-CONFORMING USE
- SPECIAL HOME OCCUPATION
- OTHER: _____

**Conditional Use Permit
Requirements**

**Luther Company
2321 Leibel Street
White Bear Township MN 55110**

1. Only new vehicles may be stored on the site.
2. No washing of vehicles will be allowed on the property.
3. No. signs are permitted on the property.
4. No mechanical maintenance of cars shall be performed on the property.
5. No sale of vehicles shall take place from this site.
6. The Conditional Use Permit shall expire on May 1, 2021, but may be renewed upon Town Board approval.
7. Storage of the vehicles shall be in a neat and orderly manner.
8. All Federal and State Statutes, rules and regulations, and all local ordinances shall be complied with.



**Town Board Meeting
May 6, 2019**

Agenda Number: 8A – New Business

Public Works Director Item:

Subject: 2019 Crack Sealing Proposal:

1. Receive Quotes.
2. Approve Quote

Documentation: Public Works Director Memo w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation:

- 1) Receive the Quotes from Sealtech, Inc., & Fahrner Asphalt Sealers, LLC.
- 2) Approve the Quote from Sealtech, Inc. in the Amount of \$28,000 for \$1.50 per Pound of Crack Seal With Funding from the 505 Improvement Fund

MEMORANDUM

Date: April 22, 2019
To: Town Board
From: Dale Reed, Public Works Director
Re: 2019 Crack sealing proposal approval

As part of the Town's infrastructure, management program the Town crack seals the roads scheduled for sealcoat this year. Crack sealing seals the transverse cracks in the roadway to prevent moisture from reaching the subgrade. When the moisture reaches the subgrade, it can cause undermining of the roadway eventually creating settlements in the roadway. The crack sealing process includes routing cracks to $\frac{3}{4}$ " wide by $\frac{3}{4}$ " deep, then blowing out the debris in the cracks with a heat lance that removes the moisture, then filling the crack with a MNDOT 3723 specified sealant, followed with an application of paper barrier to prevent tracking.

Staff is recommending continuing contracting crack sealing to meet the mid July sealcoat start date.

Public Works received quotes from Sealtech, Inc. for \$1.50 per pound crack seal and Fahrner Asphalt Sealers, LLC for \$1.82 per pound of crack seal. Staff is recommending awarding the crack sealing work to Sealtech, Inc. for \$1.50 per pound, for a not exceed amount of \$28,000.00.

The 505 Improvement Fund has \$150,000.00 budgeted for sealcoating this year.

- The sealcoat portion for this year's sealcoat project is \$120,956.77, leaving a balance \$29,040.23 for contractual crack sealing and contingencies. After subtracting \$28,000.00 for crack sealing, there will be a balance of \$1,040.23 for any contingencies.

Action requested is to accept the quotes and approve the 2019 crack sealing quote from Sealtech, Inc for a not to exceed amount of \$28,000.00 for \$1.50 per pound of crack seal.



SealTech, Inc.

743 Pioneer Trail SE
Cambridge, MN 55008

Estimate

Date	Estimate #
3/13/2019	554

Name / Address
White Bear Township Dale Reed 1281 Hammond Rd White Bear Township, MN 55110

Item	Description	Total
Crack Routing 1	2019 Rout and Seal NEW CRACKS Routed 3/4" x 3/4" using a Router Machine Blown out and heat lanced for sterilization of cracks for proper bonding Filled with Deery 3723 hot rubberized sealant Covered with a paper barrier to prevent tracking of sealant PREVIOUSLY SEALED CRACKS Resealed if open with Deery 3723 hot rubberized sealant Covered with a paper barrier to prevent tracking of sealant UNIT PRICE: \$1.50/Lb	
We look forward to doing business with you! Please contact us at your earliest convenience.		Total \$0.00

Insured, Locally Owned and Operated.

Check out our website at
www.sealtechinc.com for
 more information.

Signature _____

Date _____

This estimate is good for 90 days. By signing and returning this estimate, it becomes a binding contract.

We will notify you as to the approximate start date.

Phone #	651-341-5975	E-mail	sealtech@sealtechinc.com	Web Site	www.sealtechinc.com
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PROPOSAL / CONTRACT

Job. No. _____

Date: April 01, 2019

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470

KAUKAUNA, WI 54130
860 Eastline Road
Ph.: 920.759.1008
Fax: 920.759.1019

EAU CLAIRE, WI 54703
6615 U.S. Hwy 12 W
Ph.: 715.874.6070
Fax: 715.874.6717



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837
3468 115th Street
Ph.: 715.653.2535
Fax: 715.653.2553

SAGINAW, MI 48601
2224 Veterans Memorial Pkwy
Ph.: 989.752.9200
Fax: 989.752.9205

DUBUQUE, IA 52002
7680 Commerce Park
Section C
Ph.: 563.556.6231
Fax: 563.588.1240

OAKDALE, MN 55128
7500 Hudson Blvd., Ste. 305
Ph.: 651.340.6212
Fax: 651.340.6221

Contact Name: Dale Reed	Contract Price	T.B.D.
PURCHASER: White Bear Township	TELEPHONE:	(651) 747-2777
ADDRESS: 1281 Hammond Road White Bear Township, MN 55110	DESCRIPTION OF PROPERTY:	Various Roads 1281 Hammond Road White Bear Township, MN 55110

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

CRACKSEALING:

New Cracks:

- Routed 3/4" x 3/4" using a Router Machine
- Blown out and heat lanced for removal of moisture from cracks for proper bonding
- Filled with Deery 3723 hot rubberized sealant or approved equal
- Covered with a paper barrier to prevent tracking of sealant

Previously Sealed Cracks:

- Resealed if open with Deery 3723 hot rubberized sealant or approved equal

Notes:

- White Bear Township is responsible for sweeping streets.
- See attached maps for project scope

Price by LB in place. \$1.82 per LB

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 20 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- If proposal is accepted please sign, retain one copy and forward a copy to our office.
- The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of T.B.D. and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC:Cell: (320) 241-1537
wally.putz@fahrnerasphalt.com

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

Wally Putz

(PRINT OR TYPE NAME)

(PRINT OR TYPE NAME)

By: _____
(CONTRACTOR REPRESENTATIVE)

By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: April 01, 2019

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, and quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document. All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301 (28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



**Town Board Meeting
May 6, 2019**

Agenda Number: 8B – New Business

Public Works Director Items:

Subject: Improvement I & I 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 Public Works Director Review & Recommendation:

- 1) Approve the Plans & Specifications
- 2) Authorize Advertisement for Bids Noting the Bid Opening Date of May 30, 2019

MEMORANDUM

Date: April 22, 2019
To: Town Board
From: Dale Reed, Public Works Director
Re: 2019 I/I Project

As part of the Town's infrastructure management program, the Town provides funding for Infiltration and Inflow (I/I) investigative work. By cleaning and televising portions (The Town maintains just over 300,000 lineal feet of sewer pipe.) of the Township's sanitary sewer collection system the Town is able to identify groundwater entering the collection system either by infiltration through pipe joints/cracks or inflow through the manhole structures. This year's project is just a continuation of the ongoing investigative work. Cleaning and televising followed up with corrective actions, such as joint sealing, is giving the Township the greatest return on investment (ROI), and ultimately reducing the flows to the Metropolitan Council Environmental Services Interceptor Line. This reduction has a direct impact on the annual charges from MCES.

This year's project area includes the area west of West Street, north of the railroad tracks, east of Otter Lake Road and south County Road H-2. The Public Works Director's estimate for this year's I/I project, for completion of the 2018 Joint Sealing Project and Televising the area identified for 2019 is \$46,730.00
Funding will be from the Sewer Operating Budget.

Action requested is to approve the 2019 I/I Project bid form and authorize bidding.

Activity	Street section	Leaking joints identified during 2016 televising	MH to MH length	Estimated Joints to Pressure Test	Estimated joints to seal in MH to MH length	Actual Joints Grouted	Unit Price	Total	Note
Grout Joints or Seives in 8" VCT line									
535 to MCEs line	Division Street		162	32	32			\$0	
459 to MCEs line	Hugo Court	32',161.4',239.7',309.6'	446	89	89			\$0	
501 to 502	East Street Alley	59.8'	165	33	33			\$0	
Estimated total of 8" VCT pipe joints					154				
Grout Joints or Seives in 21" PVC line									
970 to MCEs line	Constellation Drive	155.5'	155.5			1		\$0	
970 to 965	Centerville Road Easement	71'	124.1			1		\$0	
539 to 543	East Bald Eagle Boulevard	408.5' and 493.6'	489			2		\$0	
Estimated total of 21" PVC pipe joints						4			
Cleaning and Televising footage for joint sealing portion only									
Cleaning and Televising footage estimates for televising only:									
8" VCT and PVC						1,541.6		\$0	
10" VCT						32,485		\$0	
12" RCP						1,093		\$0	
15" RCP						3,472.50		\$0	
21" RCP						812		\$0	
Grand Total Bid						4,083		\$0	
Notes:									
1. Sealed bids are due on May 30, 2019 @ 10 a.m.									
2. Each joint is to be pressure tested and sealed (See 4. for sealing requirement).									
3. Joint testing pressure shall be equal to 0.5 psi per vertical foot of pipe depth plus 2 psi; however, test pressure shall not exceed 10 psi without the approval of the Public Works Director.									
4. After the void pressure is observed to be equal to or greater than the required test pressure, the air flow shall be stopped. If the void pressure decays by more than 1.0 psi within 15 seconds, the joint will have failed the test and shall be sealed.									
5. Work to be completed by December 31, 2019.									

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

BIDS DUE: 10:00 A.M., May 30, 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, May 30th, 2019, for furnishing all work and materials for the construction of **2019 I/I Project**:

2019 I/I Project

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 "**2019 I/I Project**" 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



**Town Board Meeting
May 6, 2019**

Agenda Number: **8C – New Business**

Public Works Director Items:

Subject: **Wells 2 & 6 – Approve Replacement of Mag Low Meters**

Documentation: Public Works Director Memo w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation Approve the Quote From Metering and Technology for Mag Flow Meters for Wells 2 & 6 for a Total Cost of \$8,250.00 With Funding From the Water Operating Fund

MEMORANDUM

Date: May 2, 2019

To: Town Board

From: Dale Reed, Public Works Director

Re: Replacement Mag low meters for wells 2 and 6

Well's #2 and #6 both have propeller flow meters. These meters have a prop that can accumulate debris and require cleaning at least once per year. The prop meter at Well #6 has had problem with the totalizer for the gallons in the past requiring replacement of components within the totalizer.

Staff is recommending the existing flow meters be replaced with Mag flow meters, similar to wells 1, 3, 4, and 5. The replacement will increase flow accuracy for increased water accountability.

Quotes for replacement of the existing prop type flow meters with Mag meters were received from Metering and Technology (Badger Mag Flow Meter) for 8,250.00 and Tech Sales Company (Rosemount Mag Flow Meter) for \$8,598.15 (this is the amount when subtracting the Signal and Coil Cable) for both Wells 2 and 6. Staff is recommending the low quote from Metering and Technology for two reasons. One, the Badger flow meter will fit within the lay length of the existing prop meters (no fabricated spool pieces needed to accommodate a different lay length) and two is the lower quoted price. Estimated delivery on the meters once ordered is 6 weeks. The meters will need to be installed by a well contractor, along with some minor electrical connection work by an electrician, and programmed by the Town's current SCADA Intergrator. The work will have to be coordinated by me and is estimated to be under \$2,000.00.

The total project would cost would be approximately \$\$10,250.00 with funding for the replacement meters at wells 2 and 6 to be provided by the Water Operating Fund.

Board action requested is to approve the bid from Metering and Technology, for mag flow meters for wells 2 and 6 for a total of \$8,250.00.

PRICE QUOTATION



**METERING AND
TECHNOLOGY
SOLUTIONS**

11551 Rupp Drive
Burnsville, MN 55337

Date

December 12, 2017

MTS is your authorized
MTS is your authorized



Badger Meter Distributor
Itron Distributor

Office: (952) 242-1960
Toll Free: (877) 398-0450
Fax: (952) 882-6350

FOR: White Bear Township

Badger Mag Meter Pricing, effective thru 3/31/2018

Line	Quantity	Product Description	Price	U/M					
A	1	12" Badger M2000 Mag Meter, includes:	\$5,100.00	each					
		2 Stainless Steel Grounding Rings, Meter Mounted Amplifier, Prop Lay Length							
B	1	8" Badger M2000 Mag Meter, includes:	\$3,100.00	each					
		2 Stainless Steel Grounding Rings, Meter Mounted Amplifier, Prop Lay Length							
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 15%;">Estimated Delivery:</td> <td style="border: none; width: 20%;">Stock - 6 Weeks</td> <td style="border: none; width: 30%;">Payment Terms: Net 30</td> <td colspan="2" style="border: none; text-align: right;">FOB: Burnsville</td> </tr> </table>					Estimated Delivery:	Stock - 6 Weeks	Payment Terms: Net 30	FOB: Burnsville	
Estimated Delivery:	Stock - 6 Weeks	Payment Terms: Net 30	FOB: Burnsville						

MTS Contact: Joe Mereness

All quotes are good for 60 days from the above date unless otherwise noted.

QUOTATION

Quotation From:

TECH SALES CO.
 311 W. 44TH STREET
 MINNEAPOLIS MN 55409
 Ph: (612) 823-8238 Fx: (612) 823-4272

Page: 1

Quotation For:

White Bear Township
 1281 Hammond Road
 White Bear Township MN 55110
 Ph: (651) 747-2777 Fx:

Quotation#: 2190131
 Revision#:
 Date: 02/07/19

Attn: Dale Reed E-Mail: Dale.Reed@whitebeartownship.org
 Ref: Rosemount 8750 Mag Meters

Please Address Order To:

TECH SALES CO.
 311 W. 44TH STREET
 MINNEAPOLIS MN 55409

FOB: Factory
 Shipment: 3-6 Weeks ARO
 Salesman: Travis DeGroot
 Validity: 30 Days
 Terms: Net 30 Days

Item	Qty	Part#/Description	Unit Price	Total Price
1	1	8750WDMW1A1FPHB080CA1M4G1AXDW 8750W Rosemount Magnetic Flowmeter System D Revision D M Revision 4 Electronics W Wall Mount transmitter 1 AC power supply A 4-20 mA, digital HART; scalable pulse 1 1/2-14 NPT, conduit entries (4) F Flanged sensor P Polyurethane liner H Nickel Alloy C-276 electrodes B 2 electrodes - Bullet Nose 080 08 inch line C Slip-on, raised-face, carbon steel flange A1 ASME B16.5 (ANSI) RF Class 150 M4 Local operator interface G1 316 S/S Ground Rings (Qty2) AX Two discrete channels (DI/DO 1, DO 2) DW NSF drinking water certification	3,541.95	3,541.95
2	1	8750WDMW1A1FPHB120CA1M4G1AXDW 8750W Rosemount Magnetic Flowmeter System D Revision D M Revision 4 Electronics W Wall Mount transmitter 1 AC power supply A 4-20 mA, digital HART; scalable pulse 1 1/2-14 NPT, conduit entries (4) F Flanged sensor P Polyurethane liner H Nickel Alloy C-276 electrodes B 2 electrodes - Bullet Nose 120 12 inch line C Slip-on, raised-face, carbon steel flange A1 ASME B16.5 (ANSI) RF Class 150 M4 Local operator interface G1 316 S/S Ground Rings (Qty2) AX Two discrete channels (DI/DO 1, DO 2) DW NSF drinking water certification	5,056.20	5,056.20
3	50	08732-0753-1003 Combination Signal and Coil Cable, \$7.00 per ft.	7.00	350.00

***** CONTINUED ON PAGE 2 *****

QUOTATION

Page: 2

Quotation#: 2190131
Revision#:
Date: 02/07/19

Item	Qty	Part#/Description	Unit Price	Total Price
------	-----	-------------------	------------	-------------

Determine length and add to quote total.

Quote Total: 8,948.15

Prices shown do not include freight or sales tax. MasterCard/Visa payments are accepted but may be subject to a 4% surcharge. Please review this quotation and let us know if you have any questions.

By: Travis DeGroot



**Town Board Meeting
May 6, 2019**

Agenda Number: 8D – New Business

Public Works Director Items:

Subject: Public Works Canopy – Approve Final Payment

Documentation: Public Works Director Memo w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation Approve the Final Pay Application from Cobra Construction, Inc. for \$24,961.41 for the Construction & Installation of Canopies over the Two Service Doors at the Public Works Building With Funding from the Capital Building Fund

MEMORANDUM

Date: May 1, 2019

To: Town Board

From: Dale Reed, Public Works Director

Re: Public Works Canopy Final Pay Application Approval

The canopy work completed by Cobra Construction is to the satisfaction of the Town Engineer and myself. We are recommending that the Town Board approve the final payment for the Public Works Canopy Project.

The Town Board awarded the Public Works Canopy Project at the March 4, 2019 meeting to Cobra Construction, Inc. for \$29,479.68. One partial pay application for \$10,229.00 processed previously, leaving a balance of \$19,250.78 of the original contract amount to pay. The final pay application is for \$24,961.41. This amount accounts for \$5,719.73 in Change Orders related to unforeseen structural adjustments necessary for the installation of the two canopies over the service doors on the south side of the Public Works Building. Even with these additional Change Orders, the total amount is less than the original bid the Town received last fall for \$39,686.20.

The Town Engineer and I are recommending approval of the final application from Cobra Construction, Inc. for \$24,961.41.

There is \$35,000.00 designated in Capital Building Fund for the project. The total amount with the Change Orders exceeds the \$35,000.00 by \$190.41. The shortage will be derived from other Capital Building Fund projects that are under their designated amounts.

Board action requested is to approve the final pay application from Cobra Construction, Inc. for \$24,961.41 for the construction and installation of canopies over the two service doors at the Public Works.



**Town Board Meeting
May 6, 2019**

Agenda Number: 8E – New Business

Town Engineer Items:

Subject: 2019 Street Improvement 2019-3:
1. Approve Preparation of Plans & Specifications

Documentation: Town Engineer Correspondence / Resolution

Action / Motion for Consideration:

Town Engineer Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

- 1) Approve the Preparation of Plans & Specifications for the 2019 Street Improvement 2019-3 in an Amount not to Exceed \$59,500.00 With Funding From the Improvement Fund 505
- 2) Adopt **Resolution Ordering Preparation of Plans & Specifications**

Ruzek – Moves

McCune - Seconds



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

May 3, 2019

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

Re: 2019 Street Improvements
White Bear Township, Minnesota
TKDA Project 17127.003

Dear Board Members:

On April 15, 2019 the White Bear Township Board accepted the Feasibility Report and called the Public Hearing for the 2019 Street Improvements.

Based on the Feasibility Report the Town Board recommended the following improvement in 2019:

- The Hobe Area – Edge Mill and Overlay
- Parkview Drive – Mill and Overlay
- Fenway Court – Mill and Overlay
- Weston Woods Way – Mill and Overlay
- Moon Lake Court – Mill and Overlay
- White Bear Parkway (Oakmede Ln to Otter Lake Rd) – Mill and Overlay
- Gilfillan Court – Full Depth Pavement Replacement

We will hold a neighborhood meeting on May 28th to review the improvements and work with staff to prepare the plans and specifications.

Recommendations:

Authorize TKDA to work with staff and residents to prepare the plans and specifications for an amount not to exceed \$59,500. The plans and specifications do not obligate the Board to determine project assessments or funding. The funding for this portion of the proposed projects will be thought the Improvement Fund 505.

Future approvals would be needed after the Public Hearing has been held.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Poppler'.

Larry Poppler, PE
Principle in Charge

05/03/19 10:00 AM C:\Users\lpoppler\Documents\2019 Street Improvements\2019 Street Improvements - Board Meeting\2019 Street Improvements - Board Meeting - Final.docx

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 6, 2019

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 6, 2019, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION ORDERING PREPARATION OF
PLANS AND SPECIFICATIONS FOR
IMPROVEMENT 2019-3**

WHEREAS, pursuant to a Resolution of the Town Board adopted April 15, 2019, a report was received by the Town Board with reference to the with reference to the street improvements including bituminous paving, concrete curb and gutter, storm drainage, and other appurtenances thereto within the following streets: Hobe Lane, West Hobe Court, North Hobe Court, Parkview Drive, Fenway Court, Weston Woods Way, Moon Lake Court, Gilfillan Court, White Bear Parkway (from Oakmede Lane to Otter Lake Road), all in Ramsey County, Minnesota,

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

TKDA is hereby designated as the engineers for this improvement. They shall prepare plans and specifications for the making of such improvement.

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

Whereupon said Resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss.
)
TOWN OF WHITE BEAR)

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the said Town held on the 6th day of May, 2019, with the original on file in my office, and that the same is a full, true, and complete transcript therefrom, insofar as the same relates to a Resolution relating to Improvement 2019-3.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 6th day of May, 2019.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Town Board Meeting
May 6, 2019**

Agenda Number: 8F – General Business

Subject: Clerk-Treasurer Probationary Period - Review

Documentation: Performance Review Forms / Excerpt of Personnel Policy

Action / Motion for Consideration:

Report at Meeting / Discuss



1281 Hammond Road
White Bear Township, MN 55110
Phone: (651)747-2750 Fax: (651)426-2258
Email: wbt@whitebeartownship.org

Probationary Period Performance Review

Name of Employee: _____

Job Title: _____

Start Date: _____ Probationary Period End Date: _____

Monthly Review: 1st 2nd 3rd 4th 5th 6th Date of Review: _____

Reviewer: _____

Employee performance should be rated based on the following definitions:

- Exceptional:** Superior job performance that regularly exceeds job requirements
- Exceeds Expectations:** Strong performance that consistently meets and frequently exceeds job requirements.
- Meets Expectations:** Capable, satisfactory performance that consistently meets and occasionally exceeds job requirements.
- Needs Improvement:** Generally adequate performance but needs some improvement in order to consistently meet job requirements
- Unacceptable:** Inadequate performance that is frequently below job requirements and clearly problematic.

* If rating is below meets expectations the comments section must be completed.

Core Competencies

Commitment:

Demonstrates accuracy, completeness and follow-through of work, looks for ways to improve and promote quality, work is reliable. Timely completion of work and works at sufficient volume to perform the essential functions of the job and the work assigned. Supports the Township's goals and initiatives. Adheres to all policies and procedures.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Responsibility and Flexibility:

Accepts responsibility for assigned work and completed tasks. Commits to doing best possible job. Ability to adapt to new work conditions, surroundings, equipment, procedures and methods.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Deligence:

Constant and earnest effort to accomplish what is undertaken. Maintains focus and perseveres in the face of obstacles. Uses time efficiently and responds quickly and constructively when confronted with challenges. Prioritizes tasks based on importance.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Interpersonal Relations:

Ability to work effectively with co-workers and residents. Able to participate and contribute in team assigned work. Refers to interactions that are part of regular assigned duties, not popularity.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Trustworthy and Forthright:

Behaves and expresses oneself in an open and honest manner. Is consistent in word and actions. Tells the truth even when it is difficult. Shares information accurately, completely and appropriately.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Shows Initiative:

Pursues activities independently which lead to the successful attainment of department or area objectives. Responds appropriately on own to improve outcomes, processes or measurements. Identifies potential problems and works towards solutions. Seeks out and/or accepts additional responsibilities in the context of the job.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Competence:

Demonstrates understanding of knowledge, skills, processes, equipment operation, procedures and resources necessary to perform the essential functions of the job and work assignments. Applies current best practices in discipline or specialty area. Stays aware of major developments in discipline or specialty area.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Communication Skills:

Effectively listens to, reads, and understands information; accurately retains and retrieves information; relays accurate, clear information in both written and oral form. (Mark the overall rating in communication skills)

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Ability to Follow Instructions:

Effectively hears, understands and follows instructions. Openly listen to what is being asked before making decisions or taking actions.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Equipment Operations:

Specified operating and safety procedures are followed in the use and maintenance of equipment.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Comments:

Development & Continued Learning:

Displays an ongoing commitment to learning and self-improvement.

Unacceptable	Needs Improvement	Meets Expectations	Exceeds Expectations	Exceptional
<input type="checkbox"/>				

Additional Training Needed:

Comments

Final Comments:

[Empty box for final comments]

Questions or Concerns Expressed by Employee:

[Empty box for questions or concerns]

Recommended for regular Township employment

Recommended for dismissal

Other recommendation: _____

By signing this form, you confirm that you have discussed this review in detail with your reviewer. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature: _____ Date: _____

Reviewer Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

Clerk/Treasurer Signature: _____ Date: _____

Town Board Action: _____ Date: _____

WHITE BEAR TOWNSHIP
ANNUAL REVIEW PROGRAM

Employee: _____

Supervisor: _____

Review Date: _____

Signature: _____

Observations:

Accomplishments:

Performance Improvement Areas:

Goals:

Summary:

D. Hiring and Selection

The Township selects the best qualified person for each available position from among applicants who have proper qualifications. Evaluation of qualifications is based solely on job-related criteria. Selection procedures include but are not limited to evaluation of application materials, written examinations, structured interviews, reference checks, driver's license checks and academic verifications, criminal background and credit checks.

The Township complies with the veteran's preference requirements established by Minnesota statutes in its selection procedures.

Any applicant who gives false or misleading information on an application form, cheats on an examination, or falsifies a statement, certificate or evaluation will not be considered for employment.

E. Employment of Relatives

The Township's policy is to avoid the employment of immediate family members of elected officials and appointed officers and employees. Under no circumstances will one member of an immediate family be permitted to directly supervise another member of the immediate family. Immediate family is defined as a spouse, child, stepchild, son/daughter-in-law, parent or father/mother-in-law, brother, sister, or grandparent.

F. Probationary Period

The probationary period is an integral part of the selection process and is used to evaluate the employee's work, to allow the employee to adjust to the new position, and to dismiss any employee who does not meet minimum performance standards.

Every new appointment and every promotional appointment is subject to a probationary period of six (6) months after appointment, unless extended by the Town Board when needed to properly evaluate the performance of a probationary employee. Under no circumstances will the probationary period be shortened.

At least one week prior to the expiration of the probationary period, the Clerk/Treasurer and the employee's department head must notify the Town Board in writing whether or not the services of the employee have met the minimum performance standards established for the position. If the probationary employee is the Clerk/Treasurer, the employee shall notify the Town Board in writing of the expiration date of the probationary period. The employee will become a regular employee upon appointment to the Township service by the Town Board. If the Town Board does not adopt an affirmative resolution appointing the employee to Township service the employee will not become a regular employee and will be terminated immediately.

The Town Board may terminate a probationary employee at the request of the employee's department head at any time during the probationary period if, in the Town Board's opinion, the performance of the probationary employee does not merit continuation. A new probationary employee terminated during the probation period does not have the right to present a grievance or request a hearing.

A promoted or transferred employee who does not successfully complete the probationary period may be reinstated to his or her previous position if the position is still available, except when the employee is dismissed from the Township service as provided in Section 13.

G. Temporary Employees

Temporary employees may be hired to serve in a position for a defined time period, usually less than six months to assist with peak workload periods, to temporarily replace or assist regular employees absent due to disability, illness, vacation or other approved leave, or to temporarily fill a vacancy until a regular employee is hired, subject to the provisions of applicable collective bargaining agreements.

Temporary employees may be hired without competitive recruitment or examination. Temporary employees are not eligible for and do not receive retirement, flex leave, health insurance, holiday or any other benefits during their employment unless required by law.



**Town Board Meeting
May 6, 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