



**EDA**  
**Meeting Supplement**  
**June 17, 2019**

**Supplemental Information Only:**

- 5. License Agreement** – Approve License Agreement with Bonita Byers Regarding the Designing & Replanting of the Flagpole Area at Polar Lakes Park



**Documentation:** Revised Agreement Reducing Price to \$4,950.00 /  
Revised Proposal /  
Certificate of Insurance

**Action / Motion for Consideration:**

Report at Meeting / Discuss

## LICENSE AGREEMENT

This Agreement is made this \_\_\_\_ day of June, 2019 by and between the Economic Development Authority of the Town of White Bear, a subdivision of the State of Minnesota (Licensor) and Bonita Byers, (Licensee).

**Whereas**, the Licensor is the fee owner of the following described real property, known as Polar Lakes Park, situated in the Town of White Bear, County of Ramsey, State of Minnesota and legally described as follows, to-wit:

Except that part of the north half of the northeast quarter described as commencing at the intersection of the south line of said north half of the east line of Highway 35E right-of-way; thence north along the said east line 448.11 feet; thence deflecting right 86 degrees, 48 minutes for 73.8 feet to a point of beginning; thence south at right angles for 35 feet; thence east 90 feet; thence north 35 feet; thence west 90 feet to the beginning and except part of the north half of the northeast quarter, Ramsey County, Minnesota,

**Whereas**, the Licensee is requesting permission to weed and replant the Polar Lakes Park flagpole area; and

**Whereas**, the Licensor is willing to permit the Licensee to replant the area, subject to the Licensee taking full responsibility for such weeding and planting.

**Now, Therefore**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Licensor hereby grants unto the Licensee approval weed and replant the Polar Lakes Park flagpole area, subject to the following:

### I. LICENSEE RESPONSIBILITIES AND INDEMNIFICATION

The Licensee shall be responsible for:

- 1) Removal of existing plant materials
- 2) Providing a plant plan/design
- 3) Installing/planting of all new landscaping/plant materials as outlined on the attached Exhibit A
- 4) Maintenance of flagpole area after planting is complete
- 5) The Licensee further agrees to release, indemnify, hold harmless and

defend Licensor from and against any and all claims, costs, causes of action, expenses and liabilities, including, but not limited to, reasonable attorney's fees arising out of or connected with Licensee's use of the property to secure. To secure this indemnification, Licensee shall provide Licensor with evidence of general liability insurance, naming Licensor as an additional named insured in an amount of \$1,500,000.00.

## **II. LICENSOR RESPONSIBILITY**

The Licensor shall be responsible for:

- 1) Providing all plant materials
- 2) Hauling away and disposing of all weeds/dead plant materials from flagpole area
- 3) Provide all mulch
- 4) Water plantings as needed
- 5) Agrees to compensate Licensee in the amount of \$4,950.00 which amount represents all amounts due Licensee under this License Agreement.

## **III. GRANT OF LICENSE ONLY AND NON-ASSIGNMENT**

Licensee acknowledges that this Agreement represents a grant of a license only and not an easement or lease, and that this Agreement will only become effective upon approval of the Town Board of the Town of White Bear sitting as the Directors of the Economic Development Authority of the Township. Licensee shall not assign its rights under this Agreement.

## **IV. TERMINATION**

It is understood by the Licensee that the Licensor retains the right to terminate this license at any time and for any reason.

In Witness Whereof, the Licensor and Licensee have executed this License Agreement as of the date heretofore set out.

ECONOMIC DEVELOPMENT  
AUTHORITY OF WHITE BEAR  
TOWNSHIP

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ED M. PRUDHON, President

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BONITA BYERS

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PATRICK CHRISTOPHERSON,  
Secretary

Bonita Byers  
Horticulturalist  
5392 Bald Eagle Blvd E  
White Bear Township, MN 55110  
nitabyers7@gmail.com

This proposal is for the White Bear Township Flagpole Garden and the beds that encircle the sidewalk of the flagpole garden. The flower and shrub selections will utilize deer resistant perennials and as many pollinator/native plant selections as possible. This proposal is being made in three parts. The Township may elect to take all or specific proposals. ***This proposal does not anticipate the two large beds adjacent to the parking lot.***

**Proposal #1**

Clear out and prepare the flagpole garden area and surrounding circular beds. All weeds will be removed and beds will be prepared for planting. The work will commence the week of June 10. The town will provide an area for weed material to be disposed of and a source of irrigation. If soil needs amending it will be communicated to Township for approval of additional material and procurement of same. Labor and tools supplied.

Proposed sum \$2000.00

**Proposal #2**

Preparation of design: plant material list and quantities for approval of Township. Planting of same. Township will provide irrigation and a source of water for establishing new plant material. Planting material will be procured by Township and delivered to site. Safeguarding of plant materials is responsibility of Township. Labor and tools supplied.

Proposed Sum \$2500.00

**Proposal #3**

Maintenance of flagpole garden and surrounding ground beds during the summer and fall close up of garden including weeding, removal of any dead plant material, pest or fungus inspections, pruning and trimming of shrubs, flowers etc. as needed. Verify that irrigation of plants is correct for optimum plant growth. This proposal would include the spreading of hay to protect over winter if needed. Township procures hay for spreading and delivery. If maintenance contract is selected, it will be billed at the end of the garden close. Labor and tools supplied.

Proposed Sum \$450.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                     |
|---|--|-------------------------------------|
| <b>PRODUCER</b><br>Stauner Insurance Agency<br>629 S Lake St<br>Forest Lake, MN 55025 | <b>CONTACT NAME:</b> Chris Stauner<br><b>PHONE (A/C, No., Ext):</b> 651-209-1811<br><b>E-MAIL ADDRESS:</b> cstauner@farmersagent.com | <b>FAX (A/C, No.):</b> 651-464-3190 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                     |
| <b>INSURED</b><br>Bonita Byers<br>5392 Bald Eagle Blvd E<br>White Bear Lake, MN 55110 | <b>INSURER A:</b> TAPCO  |                                     |
|   | <b>INSURER B:</b>  |                                     |
|   | <b>INSURER C:</b>  |                                     |
|   | <b>INSURER D:</b>  |                                     |
|   | <b>INSURER E:</b>  |                                     |
|   | <b>INSURER F:</b>  |                                     |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    | CL 1939339    | 06/13/2019              | 06/13/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ Included<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTIONS  |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                | N/A           |                         |                         | WC STATU-TORY LIMITS    OTH-ER<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>White Bear Township<br>1281 Hammond Rd<br>White Bear Township, MN 55110 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>   |