



# 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](mailto:wbt@whitebeartownship.org)

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

## AGENDA TOWN BOARD MEETING JULY 1, 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 Town Board Minutes of June 17, 2019 & Joint Park Board/Town Board Meeting of June 20, 2019(Additions/Deletions).
5. **Consent Agenda:**
  - A. **Special Town Board Meeting** – Call a Special Town Board Meeting for Wednesday, July 31, 2019 @ 6:00 to Attend the White Bear Lake Area Schools Municipalities Summer Connection @ the Vadnais Heights Commons.
  - B. **Planning Commission** – Appoint Howard Blin to Fill An Unexpired Term through April 30, 2020.
  - C. **League of Minnesota Cities Liability Coverage** – Approve Waiver of Liability From
  - D. **Side Yard Setback Variance Request @ 3940 Lakewood Avenue** – Call Public Hearing for Monday, August 5, 2019 @ 7:00 p.m. to Consider a Side Yard Setback Variance Request.
  - E. **Right-of-Way Variance Request @ 5216 Park Avenue** – Call Public Hearing for Monday, August 5, 2019 @ 7:00 p.m. to Consider a Right-of-Way Variance Request.
  - F. **Park Board Recommendations:**
    1. **Polar Lakes Park** – Approve Loucks Agreement to Draft a Conceptual Site Layout Focusing on Restroom Location(s) & Design Services Proposal Including the Playground In an Amount Not to Exceed \$9,300.

### 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.



recycled paper

2. **Chair & Vice Chair** – Confirm Scott Lombardi as Park Board Chair & Salena Koster as Vice Chair for 2019-2020.
    3. **Bellaire Beach** – Approve Obtaining a Master Plan to Improve Bellaire Beach Park.
  - G. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace a Buried Cable to Serve 5918 Polar Bear Lane Which Will be Performed Through Boring & Open Trenching.
  - H. **First Quarter Financial Report** – Receive.
6. **Old Business:**
- A. **Solicitor License Request** – Topline Construction Firm, Inc. – Approve.
7. **Public Hearing:** None.
8. **New Business:**

**Public Works Director Items:**

- A. **Administration & Public Works Landscaping Renovation:**
  1. Receive Proposals.
  2. Award Proposal.
- B. **2019 Sealcoat of Various Bituminous Surfaces Project:**
  1. Approve Specifications.
  2. Authorize Advertisement for Bids.
- C. **800 MHZ Radio Replacement:**
  1. Receive Quotes.
  2. Approve Quote.
- D. **2019 Gate Valve Repair:**
  1. Receive Quotes.
  2. Approve Quote.

**General Business:**

- E. **Windstream NorthStar, LLC** – Approve First Amendment to Site Use Agreement @ 4151 Old Hoffman Road.
- F. **International Union Of Operating Engineers Local 49** – Approve Union Members Participation in the Central Pension Fund of the IUOE Local 49.

**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.

G. **Red Luna Taco Factory** – Approve 2019 3.2% Malt Liquor License & On-Sale Wine License with Strong Beer Authorization for Red Luna Taco Factory, 5960 Highway 61, Suite 3.

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 July 1, 2019

**Agenda Number:** 1 - 2 - 3 - 4

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

Approval of July 1, 2019 Agenda  
Approval of Payment of Bills  
Approval of Town Board Minutes of June 17, 2019 &  
Joint Park Board/Town Board Meeting of June 20, 2019

**Documentation:** July 1, 2019 Agenda  
June 17, 2019 Town Board Minutes  
June 20, 2019 Joint Park Board/Town Board Minutes

### **Action / Motion for Consideration:**

Call meeting to order:	7:00 p.m.
Approval of Agenda:	July 1, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	June 17, 2019 Town Board Meeting & June 20, 2019 Joint Park Board/Town Board Meeting

**MINUTES  
TOWN BOARD MEETING  
JUNE 17, 2019**

The meeting was called to order at 6:59 p.m.

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

Absent: Town Planner: Riedesel, with notice.

**APPROVAL OF AGENDA (Additions/Deletions):** Ruzek moved to approve the agenda as submitted, with the addition of 9A) Safety Issue on Stillwater Street. McCune seconded. Ayes all.

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

**APPROVAL OF MINUTES OF JUNE 3, 2019 (Additions/Deletions):** Ruzek moved to approve of the Minutes of June 3, 2019, with the correction of a few minor grammatical errors. McCune seconded. Ayes all.

**APPROVAL OF MINUTES OF SPECIAL TOWN BOARD MEETING OF JUNE 4, 2019 (Additions/Deletions):** McCune moved to approve the Minutes of the Special Town Board Meeting of June 4, 2019. Ruzek seconded. Ayes all.

**CONSENT AGENDA:** McCune moved to approve 5A) Reschedule August 19, 2019 Town Board meeting – Reschedule August 19, 2019 Town Board Meeting to Wednesday, August 21, 2019 due to a conflict; 5B) Receive neighborhood petition – Receive the problem property petition & refer to the Town Executive Meeting of June 21, 2019 for review; 5C) Receive “No Parking” requests – Receive the “No Parking” signs request on Greenhaven Drive & East Street & refer to the Ramsey County Sheriff’s Office for review & report; 5D) Receive Petition & Request for Feasibility Study – Receive Petition & Request for Feasibility Study & refer to Town Engineer for review & preparation of a Feasibility Study; 5E) Election Polling Place Change – Adopt Resolution Changing the Location of a Polling Place for Elections for Precinct 2 from Eagle Brook Church to Lakeshore Players Theatre; 5F) Ramsey County Sheriff Secondary Sub-Station – Adopt Resolution Establishing the White Bear Township Administrative Offices & Public Works Building as Secondary Sub-Stations for the Ramsey County Sheriff Deputies; 5G) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve the XcelEnergy permit to install a new gas service in both 4<sup>th</sup> Street & Northwest Avenue & will require directional boring; 6H) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve XcelEnergy permit to install a new gas service in Grand Avenue, 4<sup>th</sup> Street & Portland Avenue & will require directional boring; 5I) Monthly Financial Report – Receive; 5J) Construction Activity Report – Receive. Ruzek seconded. Ayes all.

**GIS IMPLEMENTATION STEP 3 – AUTHORIZE PURCHASE OF EQUIPMENT & SOFTWARE LICENSE:** The Public Works Director summarized the background information of the GIS software implementation that the Town is working on. Step 3 is purchasing the

MINUTES  
TOWN BOARD MEETING  
JUNE 17, 2019

equipment, the GPS receiver that will record coordinates in the field that will be transferred to the ArcGIS Map.

The next steps will be: 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 an intern; this position 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.

Public Works staff met with the vendor and have tested pieces of equipment. Staff will select the equipment it feels most comfortable with. There was discussion on one or more users of the software. One license costs \$9,581.85 and about \$400 each year to remain current. It was the consensus that Public Works staff will start with one license and will bring discussion back to the Board, if need be, in the coming years to add another licensed operator, and it would cost about \$1,500 plus another \$400 to remain current.

A question was raised on leasing versus owning this technology. It was reported that there are no leasing options. Upon approval, the Public Works Director would purchase this technology the following business day.

Based on staff review & recommendation Ruzek moved to approve step 3 of the GIS implementation program of the quote from Frontier Precision for the purchase of GPS equipment & the ESRI ArcGIS desktop single use license in the amount of \$9,581.85 with funding from the Capital Equipment Fund. McCune seconded. Ayes all.

**LIFT STATION #9 REHABILITATION – RECEIVE QUOTES – AWARD PROJECT:** At the May 20, 2019 Town Board Meeting, the Board approved plans and specifications and authorized advertisement for bid. This is the last lift station to rehabilitate. It is near a wetland, but there will be no disturbance.

The Town Engineer reported that staff was pleased to have gotten three bids from companies the Township has worked with before. Penn Contracting, Inc. was the lowest bidder. It was reported that this company will be able to do all the Township needs for Lift Station #9. At the end this lift station will have upgraded control panels and a SCADA System. There was discussion why there was much difference between TKDA's estimate and Penn Contracting's actual bid. TKDA had implemented the funds for running the project, plus there was discussion on how some contractors can bid lower because of deals with suppliers or subcontractors, etc.

Based on Town Engineer review & recommendation, Ruzek moved to receive quotes from Penn Contracting, Inc., PCiRoads, LLC and Meyer Contracting, Inc. McCune seconded. Ayes all.

Based on Town Engineer review & recommendation, McCune moved to award project to the lowest responsible bidder, Penn Contracting, Inc., for the base bid of \$404,090.00. Ruzek seconded. Ayes all.

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TOWN BOARD MEETING  
JUNE 17, 2019

**IMPROVEMENT 2019-3 – UPDATE:** The Town Engineer summarized the information in the packet regarding plans to continue with the 2019 street improvement schedule. Studenski explained that this next step will be to approve plans and specifications and authorize advertisement for bids, open and approve bids. Once the Town has the bids, there will be more information regarding assessments and there is a possibility that the assessment could rise or fall based on the bids and completion of the bids. The \$3,000 estimated assessment is a good picture of what the final project will look like. If all goes according to plan, construction will begin end of July and will be completed in October.

The streets that will be improved this year are Hobe, Parkview Drive, Fenway Court, Weston Woods Way, Moon Lake Court, White Bear Parkway (Oakmede Lane to Otter Lake Road), and Gilfillan Court. He also stated that this isn't the final approval, but staff is glad to be moving along, as summer is moving along. In order to keep moving forward, approval for bid is necessary for tonight's meeting.

There was some concern that the project wouldn't be able to get done in time for it to set well. There was discussion on some contractors sending out multiple crews. If 4 crews did the work, it would be done fairly quickly, verses if 1 crew just did the work.

Based on Town Engineer review & recommendation, Ruzek moved to Adopt Resolution Approving Plans & Specifications for Improvement 2019-3. McCune seconded. Ayes all.

Based on Town Engineer review & recommendation, Ruzek moved to Adopt Resolution Ordering Advertisement for Bids for Improvement 2019-3, noting the bid opening date of Wednesday, July 10, 2019 at 9:00 a.m. at the Township Administrative Offices, noting funding from the Improvement Fund 505. McCune seconded. Ayes all.

**KYLE AXTELL, RCWD – BALD EAGLE LAKE IRON-ENHANCED SAND FILTER PROJECT – APPROVE AGREEMENT:** Kyle Axtell, Manager at the Rice Creek Watershed District was at the March Executive Town Board Meeting. He explained that RCWD works hard at constantly improving water quality of Bald Eagle Lake, for example the Allen Treatment. They have spent about \$2 million to keep water quality at its highest. The main tributary, Ramsey County Ditch 11, to the lake has little to no stormwater treatment. They have obtained a \$392,000 grant from the Clean Water Fund grant from the Minnesota Board of Water & Soil Resources for this project. The proposal is to partner with the Town to have a .75 acre parcel to build a stormwater treatment pond near this tributary. This project location is noted on the map in the packet. RCWD sketches, concept layout are in the packet.

Axtell explained that the Public Hearing is on June 26<sup>th</sup> and the Board would order the project after that meeting. Ideally the design process would begin summer or fall of 2019, meeting with neighbors along the way, would bid over the winter, and then start construction in spring or summer of 2020.

The high water level was discussed and it was the consensus that it wasn't a problem, RCWD has excavated ponds with more challenges in the past. It was the consensus that this is an excellent project and the Board is excited for a fruitful partnership.

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Based on Park Board, Town Attorney & staff review & recommendation Ruzek moved to approve the project Agreement between White Bear Township and the Rice Creek Watershed District for the construction, operation and maintenance of the Bald Eagle Lake Iron-Enhanced Sand Filter Project. McCune seconded. Ayes all.

**TEMPORARY LIQUOR LICENSE – APPROVE ISSUANCE OF A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE SENIOR CITIZENS’ NIGHT AT THE BALL PARK AT POLAR LAKES PARK TO BE HELD ON WEDNESDAY, JUNE 19, 2019, 7:00 P.M. – 9:00 P.M.:**

The Clerk reported that the Mount Moriah Ministries are requesting a temporary on-sale liquor license for “Senior Citizens’ Night at the Ball Park” which is a Manitou Days event. The event is scheduled for Wednesday, June 19, 2019 and a baseball game between White Bear Township and St. Paul Highland Park will be played on Field #1 at Polar Lakes Park. The license is to be issued to Greater Mount Moriah Ministries, a religious organization that has been in existence since 2011. The team has a general liability insurance policy in the amount of \$2,000,000 and a liquor liability insurance policy will be obtained for the event. The applicant is requesting that the \$250.00 fee also be waived as has been the case in previous years.

There was discussion on how this has been done annually and there have been no problems. The Town Attorney has no reservations on this agenda items. Townships can issue this liquor license; it doesn’t just have to be the city or county.

Ruzek moved to approve issuance of a temporary On-Sale Liquor License for the “Senior Citizens’ Night at the Ball Park” at Polar Lakes Park to be Held on Wednesday, June 19, 2019, 7:00 p.m. – 9:00 p.m. & waiving the \$250.00 Fee, subject to receipt of the liquor liability insurance. McCune seconded. Ayes all.

**SOLICITOR LICENSE REQUEST – TOPLINE CONSTRUCTION FIRM, INC.:** It was the consensus that this agenda item would be moved to the July 1, 2019 Town Board Meeting.

**2074/2082 STILLWATER STREET:** The Town Engineer reported that the piping had been done last fall, but the restoration has not been completed. All that’s left is dirt work and grading, since the water comes from the south, it runs into the south pipe and makes its way through the neighborhood and into Bald Eagle. Right now it is important that the Town Board adds this work to the current proposal, complete all of the work and then restore it. This work will just be additional work and the contractor is below budget right now so it is justifiable as a continuation with the current contract. The Contractor will extend the pipe to improve the situation, there is much water in the ditch at this property and it is a safety hazard with the small children.

There was discussion on whether or not there needed to be a formal order. The Town Attorney advised just amending the contract and as long as the Town stays below the \$25,000 allotted amount, it will be fine. Even with the additional work, the Town Engineer is confident that the contractor will stay below the \$25,000 mark.

Ruzek moved to authorize the amending of the Contract. McCune seconded. Ayes all.

MINUTES  
TOWN BOARD MEETING  
JUNE 17, 2019

**OPEN TIME:** No one was present for open time. Chairman Prudhon wanted to thank the residents for all the work done on the Township Cleanup Day.

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

McCune moved to adjourn the meeting at 7:58 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson  
Town Clerk-Treasurer

Approved as Official Meeting Minutes

\_\_\_\_\_  
Town Board Supervisor

\_\_\_\_\_  
Date

DRAFT

**MINUTES  
JOINT PARK BOARD/TOWN BOARD MEETING  
JUNE 20, 2019**

The meeting was called to order at 5:40 p.m.

**Present:** Josephson, Koster, Lee, Reeves, Sinclair; Public Works Director: Reed; Planner: Riedesel; Town Board Supervisors: Prudhon and Ruzek.

**Absent:** Akenson, Lombardi; Town Board Supervisor: McCune, all with notice.

**APPROVAL OF AGENDA (Additions/Deletions):** Josephson moved approval of the agenda as submitted with the supplemental information for Bellaire Beach and the addition of 11A) Emerald Ash Borer Management. Sinclair seconded. Ayes all.

**APPROVAL OF MINUTES OF MAY 16, 2019:** Lee moved the approval of the Minutes of May 16, 2019. Sinclair seconded. Ayes all.

**PARK TOUR: Columbia Park:** The Board visited this joint neighborhood and community park filled with Tennis courts, a soccer field, a ball field, playground equipment, a stormwater treatment system, wide open space and more. There was discussion on what park improvements are on the docket for 2020, noting specifically the parking lot is scheduled to be improved with added spaces. It was noted that about \$200,000 will be requested for Columbia Park in the 2020 budget.

**Summit Lane:** Resident Marilyn Svee was present to give her input about the park. There was discussion of the few complaints the town has received. There was also discussion of the kayak rack. Currently there are three residents who have rented the three spaces on the rack, but due to lack of locks or equipment to tie down to the two-posted rack, no one has been housing their kayaks at Summit Lane. There was discussion of staff reaching out to those residents and returning their money in exchange for their spot, then reaching out to those next in line for the rental space. Staff will be in contact with those residents.

**Bellaire Beach:** The new beach house looked well done as the Board toured the structure. There was discussion and a consensus that Staff will get a watermark of the Township's logo to go on either side of the beach house. Staff walked around and discussed the stormwater treatment pond. If money weren't an object, Riedesel would like to get a subterranean pond below the parking lot and expand the playground area. There was discussion on some park improvements for 2020. The parking lot was budgeted for 2019, but with the Saputo shelter and the shoreline improvement project being considered, the Board will wait until the following year for any parking lot improvements. It was also noted that Public Works Staff will get a tot swing put up next to the handicapped swing.

**Four Seasons Park:** The Board discussed future park projects for this park. There was discussion of the tree in the left field beyond the foul line needing to be taken out eventually. It was noted that the construction shed on the grass by the road behind the dugouts will need to come down. This is a temporary utility company shed being used for maintenance. The Board will contact the company as it is not the Township's shed.

MINUTES  
JOINT PARK BOARD/TOWN BOARD MEETING  
JUNE 20, 2019

**Mead Park:** The Board noticed the nice play structure at Mead and discussed the possibility of installing something similar in size at Bellaire someday. There was also discussion of the trees that need to come out of this park, but the Board plans to replace these trees with trees from Tree Trust.

**TOWNSHIP DAY / MOVIE IN THE PARK:** Lisa Beecroft had a conflict but did send updates that were provided at the meeting. It was the consensus that Beecroft's progress and updates on Township Day looked good. Beecroft has gotten sponsors such as Lucy's (\$500), Viking Auto (\$500), the Animal Hospital (\$500), Herold's Precision Metals (\$500) and others. It was noted that the members of the Commissions and Boards will thank the sponsors whenever possible for their contribution to the community. It was also noted that there will be a makeup day for the June Movie in the Park on July 27<sup>th</sup>.

**POLAR LAKES PARK – LOUCKS PROPOSAL – FITNESS COURT:** The Town Planner received the proposal from Loucks Agreement for Conceptual Site Layout and Design Services Proposal including the playground. The total project will run between \$7,200 and \$9,300. Only once the Park Board has Town Board approval will it move forward with any agreement with Loucks. **Fitness Court:** There was discussion of other fitness options rather than the National Fitness Campaign. GameTime estimate is included in the packet and would be about \$57,650.00 plus the cost of the cement slab, which is under half the cost of what the National Fitness Campaign would have cost, even with the grant. There will be more discussion at July's meeting.

**Polar Lakes Park Restrooms:** There was discussion of seeing what Loucks or GameTime could propose to the Township as far as pricing of restrooms go. The Board talked about vandalism and security. It was the consensus that Staff will reach out to Loucks and GameTime. There will be more discussion at July's meeting.

The Park Board and Town Board took a short recess for pizza, beginning at 8:12 and ending at 8:28 p.m.

**BELLAIRE BEACH:** The Proposal from Ramsey County Soil and Watershed District was in the supplemental packet consisting of the Shoreline Management Program. The shore at Bellaire Beach is eroded away. This proposal shows a type of "bluff" improvement to the beach area. There was discussion about the paved access area and the church's input on Bellaire Beach. It was the consensus that Staff would reach out to a master planner to see what upgrades should be done to Bellaire.

Josephson motioned to recommend to the Town Board to pursue a master planner to work on Bellaire Beach Park. Reeves seconded. Ayes all.

**SUMMIT LANE – NEIGHBORHOOD MEETING – BIRCHWOOD – DOGS ON EASEMENTS:** Riedesel summarized the Town's history with Summit Lane. It isn't an easement, it's actually Town property. It is unique to say the least, it is the only gated park. Summit Lane is open May 1 through October 1, from half an hour before dawn to half an hour after dusk. The Town has received 4 complaints regarding Summit Lane: 2 from a neighbor regarding dogs on the

MINUTES  
JOINT PARK BOARD/TOWN BOARD MEETING  
JUNE 20, 2019

property, 1 requesting additional kayak spaces, and 1 from a resident who got locked out after dusk. There hasn't been any plans to improve the park as Summit Lane is in the 2024 Capital Improvement Program's Projects.

There was discussion on the City of Birchwood and how the city changed its rules to allow dogs in all parks as long as they are on a leash. There was discussion of the kayak rack. Currently there are three residents who have rented the three spaces on the rack, but due to lack of locks or equipment to tie down to the two-post rack, no one has been housing their kayaks at Summit Lane. There was discussion of staff reaching out to those residents and returning their money in exchange for their spot, then reaching out to those next in line for the rental space. Staff will be in contact with those residents.

Sinclair made the motion for Staff to contact the residents to see if they want their money back, and contact the next in line for kayak spots. Lee seconded. Ayes all.

There will be a Neighborhood Meeting scheduled at the July Park Board meeting. Staff will reach out to the neighbors and kayak renters of Summit Lane.

**CIP REVIEW:** The Town Planner explained that Tom Kelly, the Town's Finance Officer, will be providing staff with budget and CIP requests in preparation of the 2020 budget. He wants the Park Board to be thinking about potential park projects that need to be considered and then the Finance Officer will come up with a CIP and budget scheduling those projects.

The 2019 projects were discussed, as were the trail projects, like West Bald Eagle trail next year. A question was brought up regarding the Park Acquisition Fund and how that relates to the Capital Improvement Program. Since the Town is 98% developed, acquiring new property other than for one additional park in the Garley Park neighborhood is unlikely. There was discussion on using some CIP funds for the Polar Lakes Park Restrooms project. It was the consensus that the Park Board and Staff will be considering which park projects to discuss at the July meeting.

**PUBLIC WORKS DIRECTOR REPORT:** The Public Works Director was present to discuss the Public Works Director Report in regards to Parks Projects and to answer any questions. The **Bellaire Beach house** interior and exterior work, including painting, has been completed. The **tennis courts** have been painted. The **trails** along White Bear Parkway, Hammond Road, Centerville Road, Otter Lake Road, Polar Lakes Park and Columbia Park will be sealcoated in 2019. The Public Works Director is working on specification for the project to be approved by the Town Board. Discussion of a Township **EAB Management Plan** will be continued.

**ADDED AGENDA ITEMS:** Steve Reeves reported that the pollinator Friendly Alliance reached out to him and wanted to commend the Town on the Resolution passed last year regarding pesticides and every pollinator friendly approach the Town is taking. It was also Pollinator Week, and there was an article in the *White Bear Press*.

Josephson moved to adjourn the meeting at 9:18 p.m. Reeves seconded. Ayes all.



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 5A – Consent Agenda**

**Subject: Special Town Board Meeting – Call a Special Town Board Meeting for Wednesday, July 31, 2019 @ 6:00 to Attend the White Bear Lake Area Schools Municipalities Summer Connection @ the Vadnais Heights Commons**

**Documentation: Public Notice**

**Action / Motion for Consideration:**

Receive Information / Discuss

Call a Special Town Board Meeting for Wednesday, July 31, 2019 @ 6:00 to Attend the White Bear Lake Area Schools Municipalities Summer Connection @ the Vadnais Heights Commons



## **Public Notice**

### **Special Town Board Meeting**

**Wednesday, July 31, 2019**

**at 6:00 p.m.**

**at the Vadnais Heights Commons  
655 County Road F East  
Vadnais Heights, MN 55127**

- To Attend the White Bear Lake Area Schools Municipalities Summer Connection

## Patti Walstad

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**From:** Pat Christopherson  
**Sent:** Thursday, June 20, 2019 11:09 AM  
**To:** Patti Walstad  
**Subject:** FW: Summer Connections Gathering: Municipalities and WBLAS

We'll need to post this as a special meeting just in case two of the guys are interested

PC

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**From:** Bryan Bear <BBear@ci.hugo.mn.us>  
**Sent:** Wednesday, June 19, 2019 10:55 AM  
**To:** 'Tim Maurer' <tim.maurer@isd624.org>; Wayne Kazmierczak <wayne.kazmierczak@isd624.org>; Ellen Hiniker <ehiniker@whitebearlake.org>; Kevin Watson <Kevin.Watson@cityvadnaisheights.com>; Mike Robertson <MRobertson@cityofnorthoaks.com>; Pat Christopherson <Pat.Christopherson@whitebeartownship.org>  
**Cc:** Rick Juba <rjuba@whitebearlake.org>; Jody Reber <Jody.Reber@isd624.org>  
**Subject:** RE: Summer Connections Gathering: Municipalities and WBLAS

Good morning Tim,

Thanks for putting this together. The Hugo City Council has scheduled this as a meeting. I expect most (or all) of them will attend. They are looking forward to it... Please let us know if anything changes.

Thanks!

Bryan

**From:** Tim Maurer [<mailto:tim.maurer@isd624.org>]  
**Sent:** Friday, May 31, 2019 9:50 AM  
**To:** Wayne Kazmierczak <[wayne.kazmierczak@isd624.org](mailto:wayne.kazmierczak@isd624.org)>; Ellen Hiniker <[ehiniker@whitebearlake.org](mailto:ehiniker@whitebearlake.org)>; Bryan Bear <BBear@ci.hugo.mn.us>; Kevin Watson <[Kevin.Watson@cityvadnaisheights.com](mailto:Kevin.Watson@cityvadnaisheights.com)>; Mike Robertson <[MRobertson@cityofnorthoaks.com](mailto:MRobertson@cityofnorthoaks.com)>; Pat Christopherson <[Pat.Christopherson@whitebeartownship.org](mailto:Pat.Christopherson@whitebeartownship.org)>  
**Cc:** Rick Juba <[rjuba@whitebearlake.org](mailto:rjuba@whitebearlake.org)>; Jody Reber <[Jody.Reber@isd624.org](mailto:Jody.Reber@isd624.org)>  
**Subject:** Summer Connections Gathering: Municipalities and WBLAS

Good morning!

We are looking forward to gathering our city councils and school board this summer at the Vadnais Commons as discussed at a previous school district and municipality meeting. Rick Juba and I put together a 'save the date' which you will see below. Please share with your respective councils and boards. We are looking forward to having everyone together this summer.

# White Bear Lake Area Schools & Municipalities Summer Connection

SAVE THE DATE

**Date & Time:**

**July 31, 2019  
6:00-8:00p.m.**

**Location:**

**Vadnais Heights Commons  
655 East County Rd F  
Vadnais Heights, MN 55127**

**Discussion topics:**

- District overview of our comprehensive facilities plan.
- Time to share out and provide current updates from each organization.
- How can we strengthen and continue to build working relationships between the municipalities and the school district?

## **Tim Maurer**

Director of Community Services & Recreation

White Bear Lake Area Schools, Independent School District 624

651-407-7509-(o)

651-592-4289-(c)

<http://www.isd624.org>

*Leading minds to learning, hearts to compassion, and lives to community service.*





RECEIVED

MAR 08 2018

**APPLICATION FOR APPOINTMENT  
TO BOARD OR COMMISSION**

TOWN OF WHITE BEAR

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

**BOARD OR COMMISSION PREFERENCE:**

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

**RETURN APPLICATION TO:**

**By Mail:**  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

**By E-Mail:**  
[wbt@whitebeartownship.org](mailto:wbt@whitebeartownship.org)

**PERSONAL INFORMATION:**

Name: Howard Blin

Address: 5392 Bald Eagle Blvd. E.

Telephone: Home: \_\_\_\_\_ Cell: (651) 328-0228 Work: \_\_\_\_\_

E-Mail Address: howardblin@gmail.com

How long have you been a resident of White Bear Township? 5 years

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: NO

If yes, please explain: \_\_\_\_\_

Your occupation: Retired Employer: \_\_\_\_\_

I am a member of the following civic organizations: Izaak Walton League, Rotary International (formerly)

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

My career was in city planning and economic development for local and regional governments in the Twin Cities, including serving as a Community Development Director. This experience has provided me with knowledge of planning practices and perspective on land use issues in the township.

Signature: 

Date: 03/07/2018

● = Current Planning Commission

■ = Applicant



# WHITE BEAR TOWNSHIP Parks and Open Spaces

Figure 6-1

### LEGEND

- County Park Property
- Township EDA Property
- Township Green Space
- Township Park Property
- Existing Neighborhood Park or Larger Facility
- Existing Playground or Small Neighborhood Park
- Proposed Neighborhood Park or Larger Facility

Lakes

Parcels

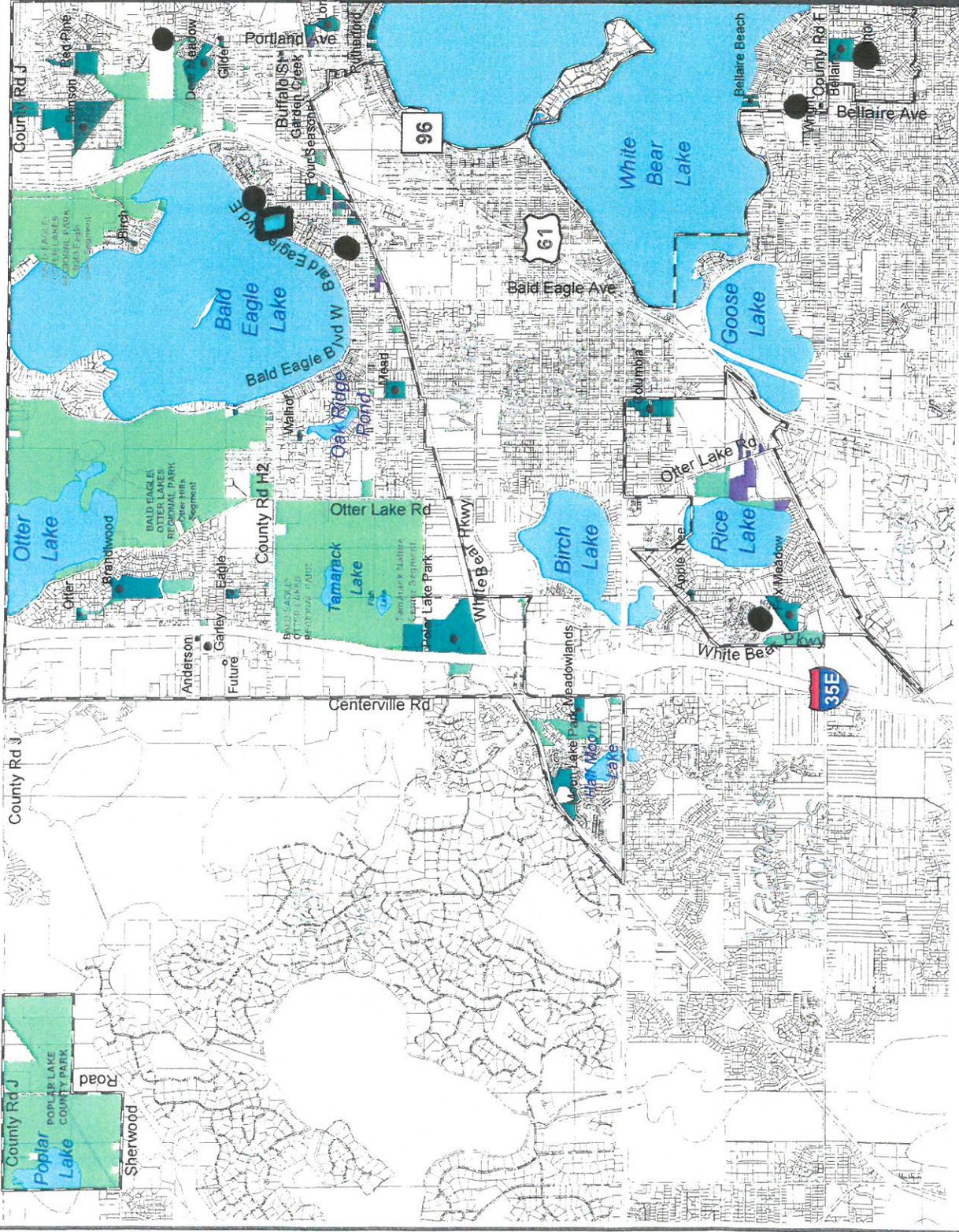
Township Limits



**For Further Information  
Contact White Bear Township at  
(651) 429-5827**

**Limitation of Liability**  
This document is not a legally recorded map or survey and is not intended to be used as one. This map is a compilation of records and information from various state, county, and township offices, and other sources.

**Created By: TKDA**  
ENGINEERS - ARCHITECTS - PLANNERS



# PLANNING COMMISSION

## COMMISSIONER

Steve Ruzek\*  
5529 Fisher Court  
White Bear Township, MN 55110  
651-247-3673  
[steve.ruzek@whitebeartownship.org](mailto:steve.ruzek@whitebeartownship.org)

## RECORDING SECRETARY

Megan Cavanaugh  
1440 11<sup>th</sup> Ave  
Newport, MN 55055  
507-329-5775 (cell)  
[mcavanaugh@blc.edu](mailto:mcavanaugh@blc.edu)

## ADVISOR

Tom Riedesel  
651-747-2761 (office) 651-261-2706 (cell)  
[tom.riedesel@whitebeartownship.org](mailto:tom.riedesel@whitebeartownship.org)

## MEMBERS

Steve Swisher  
1210 Pond View Lane  
White Bear Township, MN 55110  
612-916-1229 (cell) 612-999-2348 (work)  
[steve.swisher@yahoo.com](mailto:steve.swisher@yahoo.com)

**Term Expires:** April 30, 2021

Appointed: 1/3/2018  
Reappointed: 5/7/18

Ronald Denn\*, Chair (7/20/15)  
5655 Portland Avenue  
White Bear Township, MN 55110  
612-859-4979 (cell)  
[rjdconst@aol.com](mailto:rjdconst@aol.com)

**Term Expires:** April 30, 2020

Appointed: 8/1/11  
Reappointed: 5/5/14, 4/17/17  
Vice Chair: 5/22/14

Beth Artner\*  
5414 Bald Eagle Blvd E  
White Bear Township, MN 55110  
651-426-8160 (home) 651-503-4471 (cell)  
[beth.artner@mac.com](mailto:beth.artner@mac.com)

**Term Expires:** April 30, 2021

Appointed: 8/3/98 to fill unexpired term  
Reappointed: 4/30/00, 5/19/03, 7/5/06, 8/17/09,  
6/4/12, 5/18/15, 5/7/18, 5/7/18  
Chair: 6/4/12, 7/8/13

Zachary Flann\*  
4157 Bellaire Avenue  
White Bear Township, MN 55110  
763-443-0290 (cell) 612-278-7704 (work)  
[zflann@gmail.com](mailto:zflann@gmail.com) or [zflann@millerdunwiddie.com](mailto:zflann@millerdunwiddie.com)

**Term Expires:** April 30, 2020

Appointed: 4/18/16 to fill unexpired term  
Reappointed: 4/17/17

David Kotilinek, Vice Chair (7/20/2015)  
5245 Division Avenue  
White Bear Township, MN 55110  
651-426-0544 (home) 651-755-3246 (cell)  
[fkotilinek10@msn.com](mailto:fkotilinek10@msn.com)

**Term Expires:** April 30, 2022

Appointed: 8/1/11 to fill unexpired term  
Reappointed: 7/8/13, 4/17/17, 4/15/19

**Vacant**

**Term Expires:** April 30, 2020

Monica Loes\*  
2634 Martin Way  
White Bear Township, MN 55110  
612-208-8808 (cell)  
[loes.monica@gmail.com](mailto:loes.monica@gmail.com)

**Term Expires:** April 30, 2022

Appointed: 1/3/2018 to fill unexpired term  
Reappointed: 4/15/19

Paper Copy \* Dropbox



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 5C – Consent Agenda**

**Subject: League of Minnesota Cities Liability Coverage – Approve Waiver of Liability Form**

**Documentation: Finance Officer Memo / Waiver Form**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Selection of "DOES NOT WAIVE" the Monetary Limits on Municipal Tort Liability as Established by Minnesota Statutes 466.04 on the Renewal Application with the LMCIT

-----  
**Minutes  
Town Board Meeting  
July 16, 2018**

**CONSENT AGENDA:** Ruzek moved approval of the Consent Agenda as follows: 5F) Approve Waiver of Liability for League of Minnesota Cities Liability Coverage. Prudhon seconded. Ayes all.

## MEMORANDUM

Date: July 1, 2019  
To: Town Board  
From: Tom Kelly, Finance Officer  
Re: LMCIT Liability Coverage – Waiver Form

The Town is currently in the renewal process of its property and liability insurance package with the League of Minnesota Cities Insurance Trust (LMCIT) for 2019 - 2020. As part of this renewal process the Town must decide if it wishes to waive or not waive the statutory tort limits.

If the Town DOES NOT WAIVE the monetary limits on municipal tort liability then an individual claimant could not recover more than \$500,000 and the total which all claimants could recover would be limited to \$1,500,000. These limits would be on only those claims which the statutory tort limits apply.

If the Town WAIVES the monetary limits it would then be subject to up to \$1,500,000 on an individual claimant but the total for all claimants would still be limited to \$1,500,000 regardless of the number of claimant.

The Town currently carries \$1,500,000 in liability coverage from the LMCIT. The Town does not currently purchase excess liability insurance at this time.

Staff recommends Town Board approval to select DOES NOT WAIVE the monetary limits on municipal tort liability as established by Minnesota Statutes 466.04 on the renewal application with the LMCIT.



LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: WHITE BEAR TOWNSHIP

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 7/1/19

Signature: Tom Kelly Position: FINANCE OFFICER



## Town Board Meeting July 1, 2019

**Agenda Number:** 5D – Consent Agenda

**Subject:** Side Yard Setback Variance Request @ 3940 Lakewood Avenue – Call Public Hearing for Monday, August 5, 2019 @ 7:00 p.m. to Consider a Side Yard Setback Variance Request

**Documentation:** Public Notice

### Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, August 5, 2019 @ 7:00 p.m. to Consider a Side Yard Setback Variance Request @ 3940 Lakewood Avenue

-----  
**Minutes**  
**Variance Board Meeting**  
**June 19, 2019**

**ANDREW NELSON, 3940 Lakewood Avenue – Request for a 6.375’ Side Yard Setback Variance to Pave Driveway 3’ From the Side Lot Line:** Riedesel summarized the request for a 6.375’ side yard setback variance and an 8.7% green area variance to allow him to pave his driveway up to 3’ from the side lot line. The driveway is currently gravel and is constructed up to the lot line.

The paved driveway width is proposed to be 12’4”, and the driveway will serve a detached garage located behind the home. There is also an existing parking area which adjoins Lakewood Avenue. This was once a driveway that extended up to the home. A portion of this driveway has been removed and the remainder is used for parking.

The majority of the homes in the Eastwood Manor neighborhood were built in the 50’s and 60’s, many with single car garages. As these garages are replaced with two car garages it is common for the Town to review variances proposing a 5’ side yard setback.

Johnson inquired about calculations of green space for neighboring properties. He also stated that he met with Nelson and found that no other options are really available to him for the driveway.

The Variance Board discussed the parking pad located on the property. Nelson stated that he would like to keep the parking pad as he uses it to park his work vehicle. He also noted that the parking pad

is supported on one side by a retaining wall and that would have to be removed and fill brought in to make it look acceptable.

**Christopherson moved to recommend to the Planning Commission to recommend to the Town Board to approve the 6.375' side yard setback variance and 8.7% green area variance to allow paving of the driveway. Johnson seconded. Ayes all.**



**NOTICE OF HEARING REQUEST FOR A VARIANCE FROM ORDINANCE NO. 35  
(ZONING) OF THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA**

**NOTICE IS HEREBY GIVEN**, That the Town Board of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, August 5, 2019 @ 7:00 p.m., to consider the following variance request:

- 6.375' Side Yard Setback Variance

to allow paving of a driveway on the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

Lot 15, Block 12, Eastwood Manor, Ramsey County, Minnesota

(3940 Lakewood Avenue)

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

Given under my hand this 1<sup>st</sup> day of July, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 5E – Consent Agenda**

**Subject: Right-of-Way Variance Request @ 5216 Park Avenue – Call Public Hearing for Monday, August 5, 2019 @ 7:00 p.m. to Consider a Right-of-Way Variance Request**

**Documentation: Public Notice**

**Action / Motion for Consideration:**

Receive Information / Discuss

Call Public Hearing for Monday, August 5, 2019 @ 7:00 p.m. to Consider a Right-of-Way Variance Request @ 5216 Park Avenue

-----  
**Minutes  
Variance Board Meeting  
June 19, 2019**

**MATT & ANN MENIOR, 5216 Park Avenue – Request for 24’ Right-of-Way Setback & 3% Green Area Variance to Construct a Two Car Garage:** Riedesel summarized the request for a 24’ right-of-way setback variance and a 3% green area variance to allow for construction of a 24’ x 24’ detached garage. The garage would replace an existing single car garage which is constructed up to the Park Avenue right-of-way and a small shed located behind it. The new garage is in approximately the same located as the existing garage but would be set back 10’ from the right-of-way line.

The Menior property is a corner lot, 49.98’ wide and 120’ deep, 5,998 square feet in area, and is considered an undersized lot of record. The Town requires a 35’ right-of-way setback and a 10’ side (rear) setback for a standard sized lot. This undersized corner lot requires a 6’ side setback. With these setback requirements applied to this lot a garage on greater than 9’ deep can be constructed without approval of a setback variance.

The Town requires 70% green area for non-lakeshore residential properties. The proposed coverage for this lot with the newly proposed garage is 33%, requiring a 3% green area variance.

The Town has historically approved variances to permit construction of a two car garage and this request is consistent with others which proposes a two car garage with greater setbacks than an existing non-conforming garage.

Riedesel stated that the garage could be shifted more to the north, however, this would create more driveway and a greater green area variance

Denn inquired as to whether there would be room to park a vehicle in front of the garage. Johnson stated that there would be room.

**Denn moved to recommend to the Planning Commission to recommend to the Town Board to approve the 24' right-of-way setback variance and 3% green area variance to allow construction of a two car garage. Johnson seconded. Ayes all.**



**NOTICE OF HEARING REQUEST FOR A VARIANCE FROM ORDINANCE NO. 35 (ZONING) OF THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA**

**NOTICE IS HEREBY GIVEN**, That the Town Board of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, August 5, 2019 @ 7:00 p.m., to consider the following variance request:

- 24' Right-of-Way Setback Variance

to allow construction of a two car garage on the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

Lot 17, and except the north 90 feet of Lots 15 and 16, Block 25, White Bear Beach, Ramsey County, Minnesota

(5216 Park Avenue)

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

Given under my hand this 1<sup>st</sup> day of July, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

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PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 5F – Consent Agenda**

**Subject: Park Board Recommendations:**

1. **Polar Lakes Park** – Approve Loucks Agreement to Draft a Conceptual Site Layout Focusing on Restroom Location(s) & Design Services Proposal Including the Playground In an Amount Not to Exceed \$9,300.
2. **Chair & Vice Chair** – Confirm Scott Lombardi as Park Board Chair & Salena Koster as Vice Chair for 2019-2020.
3. **Bellaire Beach** – Approve Obtaining a Master Plan to Improve Bellaire Beach Park

**Documentation:** Loucks Agreement

**Action / Motion for Consideration:**

Receive Information / Discuss

1. **Polar Lakes Park** – Approve Loucks Agreement to Draft a Conceptual Site Layout Focusing on Restroom location(s) & Design Services Proposal Including the Playground In an Amount Not to Exceed \$9,300
2. **Chair & Vice Chair** – Confirm Scott Lombardi as Park Board Chair & Salena Koster as Vice Chair for 2019-2020
3. **Bellaire Beach** – Approve Obtaining a Master Plan to Improve Bellaire Beach Park

-----  
**Minutes  
Park Board Meeting  
May 16, 2019**

**SAPUTO SHELTER @ BELLAIRE BEACH:** The location of the Saputo Shelter has been determined, though the cement slab there is old and will need to be replaced. There will also need to be level ground. This spring the water level has been high, and while there are some benefits, there is some

shoreline erosion at Bellaire. Staff is working with the Town Engineer, Ramsey County Conservation District representatives to review the shore bank and stormwater treatment.

Mike Bender from South Shore Trinity Lutheran Church was present to discuss potential future improvements to the park since the church is right across the street. The church was looking for ways to help the community and also has need for some playground equipment for older children, since the playground equipment at South Shore is designed for preschool aged children. The church would help the Township in planning stages and some financial contribution. It was the consensus that the Park Board looks forward to working with South Shore on this project, though it might be a few years out. The parking lot of Bellaire is set to be redone in 2020, so staff could move playground equipment improvements up on the roster of park improvements.

Though Bellaire Beach is Ramsey County's, the Township has a 99-year lease over the property. Staff has solicited a proposal from Loucks & Associates for the Polar Lakes Park Fitness Court, restroom improvement proposals, and overall review of the parks development to help with continued master planning of the park; it was the consensus that the Town Planner should request a proposal from Loucks & Associates to help master plan Bellaire Beach. Then once things are moving in the planning process, the Park Board would bring Bender and South Shore back for meetings and discussion of improvements to the park.

**Josephson made the motion for the Planner to reach out to Loucks & Associates, or whichever contractor the Township feels appropriate, for proposals for Conceptual Site Layout and Design Services for Bellaire Beach. Lee seconds. Ayes all.**

**CHAIR / VICE CHAIR APPOINTMENTS:** The roles of each were briefly discussed. Lombardi has been Chair for two years and stated that he wouldn't mind stepping down if need be, but he also will resume Chair. It was the consensus that he has been doing a good job.

**Lee motioned to nominate Lombardi for reappointment of Chair. Akenson seconded. All voted in favor. Ayes all.**

Koster has been Vice Chair for as long as Lombardi and she enjoys it.

**Reeves motioned to nominate Koster for reappointment of Vice Chair. Josephson seconded. All voted in favor. Ayes all.**

-----  
**Minutes**

**Joint Park Board/Town Board Meeting  
June 20, 2019**

**BELLAIRE BEACH:** The Proposal from Ramsey County Soil and Watershed District was in the supplemental packet consisting of the Shoreline Management Program. The shore at Bellaire Beach is eroded away. This proposal shows a type of "bluff" improvement to the beach area. There was discussion about the paved access area and the church's input on Bellaire Beach. It was the consensus that Staff would reach out to a master planner to see what upgrades should be done to Bellaire.

**Josephson motioned to recommend to the Town Board to pursue a master planner to work on Bellaire Beach Park. Reeves seconded. Ayes all.**

May 16, 2019



**Mr. Tom Riedesel**  
1281 Hammond Road  
White Bear Township, Minnesota 55110  
Phone: 651-429-5827  
Email: tom.riedesel@ci.white-bear-township.mn.us

**Re: Agreement for Conceptual Site Layout and Design Services**  
For Polar Lakes Park Fitness Court and Restroom Improvements – Proposal #19261.00

**Mr. Riedesel:**

Thank you for your interest in retaining Loucks to provide professional land planning services for the above referenced project. We're excited to work with you on this project, and look forward to helping you through the design process. The business terms of our relationship shall be as identified in this correspondence and the accompanying documents referenced in this letter.

#### **ENGAGEMENT**

You have requested this proposal to engage Loucks to provide professional services on the above referenced project. Both parties acknowledge this engagement by our respective signatures below.

#### **CONTRACT DOCUMENTS**

Our working relationship, unless subsequently amended by writing executed by both you and Loucks, shall be as set forth in this correspondence and in the accompanying General Conditions and Hourly Rate Fee Schedule attached to this document. By your signature below, you acknowledge receipt of the General Conditions and Hourly Rate Fee Schedule, and that all terms and provisions contained therein are incorporated into our agreement. In addition, you must provide information to Loucks Associates regarding the ownership and description of the real estate on which Loucks' work will be performed.

#### **SCOPE OF WORK**

We understand that the initial work for this project will be to study the siting for a proposed fitness court and restroom building in Polar Lakes Park. Preparation of construction documents for bidding may also be included if desired by the Owner. Our work will include the following:

##### **Base Mapping:**

Our work would include:

- Base mapping consisting of updating the existing site plans that were prepared for previous design work on the site including additional improvements by others.

##### **Project Coordination & Meetings:**

A series of meetings will be required during the Township's review process and construction documentation. We have included the following meetings:

1. Two (2) Coordination Meetings with City Staff
2. One (1) Park Board meeting and presentation of concepts

### Conceptual Site Layout and Design:

We will prepare one or more plans illustrating different concepts for the proposed improvements. Our work will include:

- Preparation of conceptual illustrations showing site design elements such as proposed site layout, circulation, storm water management, and other site elements critical to development of the improvements.
- One, or more, colored renderings for City Staff review. And final approval.

### Construction Documents and Bid Solicitation (if desired)

The end result of our research and design efforts would be to prepare a set of construction documents for bidding. Documents would include:

1. Plan set and specifications for all work to be bid
2. Cost opinion
3. Bid documents
4. Construction management and inspection may also be part of our work effort if desired, but is not included in the estimated fees at this time

### COMPENSATION

The scope of work defined above is a thorough representation of the work we believe is necessary to complete the proposed site improvements indicated. However, our fee for this work **will be billed hourly** and is **estimated** as follows:

<u>TASK</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED FEE</u>
Base Mapping	4-6	\$600 - 900
Project Coordination & Meetings	8-12	1,200 – 1,800
Conceptual Site Layout and Design	16-20	2,400 – 3,000
Construction Documents and Bid Solicitation	20-24	3,000 – 3,600
<b>TOTAL</b>		<b>\$7,200 – 9,300</b>

- a. Reimbursable expenses (blueprints, mileage, delivery service, etc...) will be billed above and beyond the lump sum or unit prices quoted above.
- b. Invoices will be sent once a month based on the hourly work completed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late fee of 1.0% per month.

### BILLING & PAYMENT

We bill our projects monthly and require full payment within 30 days of the invoice date. Past due invoices will be charged interest at a rate of 1% per month.

### OWNERSHIP OF PLANS

Loucks Associates shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks Associates shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

**CLOSURE**

We look forward to working with you on this site and welcome the opportunity to assist you in the development process. Please contact either of us if you have any questions regarding this engagement letter.

**This proposal is valid for a period of 60 days from the date of this proposal.**

Sincerely,

**LOUCKS ASSOCIATES**



**Paul Kangas - LA**  
Principal Landscape Architect



**Greg Johnson - LA**  
Landscape Architect

**Enclosures**

Loucks General Conditions  
Loucks Hourly Rate Sheet

**Authorization to Proceed:**

ACKNOWLEDGED: \_\_\_\_\_

DATE: \_\_\_\_\_

# HOURLY RATE FEE SCHEDULE

Effective January 1, 2019



Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions. Reimbursable external expenses including, but not limited to, sub-consultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
<b>Planning</b>	Senior Planner .....	\$192
	Senior Site Designer .....	137
<b>Landscape Architecture</b>	Principal Landscape Architect .....	194
	Senior Landscape Architect .....	157
	Landscape Architect .....	137
	Site Design Technician .....	124
<b>Engineering</b>	Principal Engineer .....	206
	Senior Project Engineer   Manager .....	182
	Project Engineer   Manager .....	165
	Engineer in Training (EIT) .....	137
	Senior Engineering Technician .....	126
	Engineering Technician .....	103
	Senior Construction Representative .....	134
Construction Representative .....	103	
<b>Surveying</b>	Principal Surveyor .....	206
	Senior Surveyor .....	181
	Project Surveyor (LSIT) .....	137
	Senior Survey Technician .....	126
	Survey Technician .....	111
	Survey Crew Chief .....	129
	Instrument Person .....	103
	Two Person Survey Crew* .....	232
One Person Survey Crew* .....	170	
<b>Scanning</b>	3D Imaging Crew Chief with Scanner .....	289
	3D Imaging Technician .....	155
<b>Graphics</b>	Graphic Designer .....	129
	Graphic Artist .....	114
<b>Administration</b>	Administration Assistance (Clerical) .....	95
	*For Projects Requiring Certified Health & Safety Training Add Per Employee .....	57
<b>Reimbursable Expenses</b>	Mileage .....	per mile 0.58
	Mylar Film .....	each 26.00
	Plan Size Photocopies   Blueprints .....	each 2.50
	Photocopies - Black & White (8 ½ x 11) .....	each 0.10
	Photocopies - Color (8 ½ x 11) .....	each 0.50
	Photocopies - Black & White (11 x 17) .....	each 0.15
Photocopies - Color (11 x 17) .....	each 1.00	

# GENERAL CONDITIONS



## 1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks including:
  - 1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.
  - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks services and of the work.
  - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
  - 1.1.4. The CLIENT shall examine the documents prepared by Loucks and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks services.
  - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
  - 1.1.6. Loucks shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks.
- 1.3. The CLIENT shall provide for Loucks right to enter from time to time property owned by the CLIENT and/or others in order for Loucks to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

## 2.0 PAYMENT TO LOUCKS

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
  - 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
  - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks shall be reimbursed by the CLIENT for Loucks legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

### 3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of Loucks, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks integral workload, Loucks may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS and agrees to defend, indemnify and hold LOUCKS harmless from any claim or liability for injury or loss allegedly arising from Loucks failure to perform a service the CLIENT has instructed Loucks to not perform. The CLIENT further agrees to compensate Loucks for any time spent or expenses incurred by Loucks in defense of any such claim, in accordance with Loucks prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks. Should Loucks call for contract re negotiation, Loucks shall identify the changed conditions which in Loucks judgment makes such re negotiation necessary, and Loucks and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks has an absolute right to terminate this AGREEMENT.

### 4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks from the CLIENT, for reasonable charges incurred or established by Loucks in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

#### **5.0 OPINION OF PROBABLE CONSTRUCTION COSTS**

5.1. If contained in the Scope of Services or if requested as an additional service, Loucks shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks. Loucks is not a construction cost estimator or construction contractor, nor should Loucks rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks opinion will be based solely upon his or her own experience with construction. This requires Loucks to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks has no control. Given the assumptions that must be made, Loucks cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks relative to the accuracy of Loucks opinion of probable construction cost.

#### **6.0 CONSTRUCTION MANAGEMENT, OBSERVATION ANTI TESTING**

6.1. Loucks shall render Construction Document interpretations necessary for the property execution or progress of those portions of the Work designed by Loucks with reasonable promptness.

6.2. Loucks will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.

6.3. Loucks will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

#### **7.0 SHOP DRAWING REVIEW**

7.1. Loucks shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks review of a specific item shall not pass design responsibility for that item to Loucks when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

#### **8.0 CONSTRUCTION STAKING**

8.1. Loucks shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks control, the waiting and/or travel time will be considered additional services.

8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.

8.3. The CLIENT and/or contractor shall assist Loucks in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.

8.4. If Loucks is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.

8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks' standard hourly rates.

- 8.6. Loucks shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

## **9.0 JOB SAFETY**

- 9.1. Insofar as job site safety is concerned, Loucks is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks nor the presence of Loucks or his or her employees and subcontractors, shall be construed to imply Loucks has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks shall be made an additional insured under the Construction Contractor's general liability insurance policy.

## **10.0 RECORD DRAWINGS**

- 10.1. Upon completion of the work, Loucks shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking our original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks cannot and does not warrant their accuracy beyond that which Loucks is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks files for future use.

## **11.0 STANDARD OF PRACTICE**

- 11.1. Services performed by Loucks under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

## **12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK**

- 12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks in the event that the project is permanently abandoned.
- 12.3. The CLIENT may instruct Loucks to temporarily stop work on the project by giving written notice.
- 12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

## **13.0 MISCELLANEOUS PROVISIONS**

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks waive all rights against each other and against Loucks, agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

#### **14.0 INDEMNIFICATION**

- 14.1. The CLIENT shall indemnify and hold harmless Loucks, his agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to the Work itself) including loss of use or resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

#### **15.0 ASSIGNMENT**

- 15.1. The CLIENT and Loucks, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

#### **16.0 EXTENT OF AGREEMENT**

- 16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.
- 16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.

#### **17.0 AFFIRMATIVE ACTION**

- 17.1. Loucks certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.



**Town Board Meeting  
July 1, 2019**

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

**Subject: Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace a Buried Cable to Serve 5918 Polar Bear Lane Which Will be Performed Through Boring & Open Trenching

**Documentation:** Town Engineer Correspondence / Map

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace a Buried Cable to Serve 5918 Polar Bear Lane Which Will be Performed Through Boring & Open Trenching



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

June 26, 2019

Honorable Chairman and Town Board  
White Bear Township, Minnesota

Re: CenturyLink Permit Application  
5918 Polar Bear Lane  
White Bear Township, Minnesota  
TKDA Project No. 17127.000

Dear Board Members:

CenturyLink has applied for a permit to replace buried cable to service the existing residence at 5918 polar Bear Lane. The proposed improvement will be performed through boring and open trenching.

We recommend approval with the following conditions:

1. Contractor must protect both driveways during directional boring.
2. Contractor must protect the sewer and water service to the homes.
3. Disturbed areas shall be restored equal to or better than original condition.
4. 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.
5. Call Gopher One-Call prior to any work.

Sincerely,

Jim Studenski, P.E.  
Town Engineer

Attachments

<b>DATE:</b>	6-18-19
<b>JOB #</b>	19098547

**INFORMATION ON LOCATION:**

**CUSTOMER NAME:** Mike Kaupp - 5918 Polar Bear Lane, White Bear Lake, MN  
**ADDRESS:**

**WORK TO BE PERFORMED:**

Plow 245' of 3PR 22 gauge copper cable including 2 bores under driveways (5924 & 5918) from PED to house



**INFORMATION ON UTILITY COMPANY:**

**COMPANY NAME:** Century Link

**ADDRESS:** 6540 Shingle Creek Parkway

**CITY/STATE/ZIP:** Brooklyn Center 55430

**CONTACT PERSON AND PHONE NUMBER:** Patrick Geiger 651-312-5499

**INFORMATION ON CONTRACTOR:**

**COMPANY NAME:** Telcom Construction

**ADDRESS:** PO Box 189

**CITY/STATE/ZIP:** Clearwater MN 55320

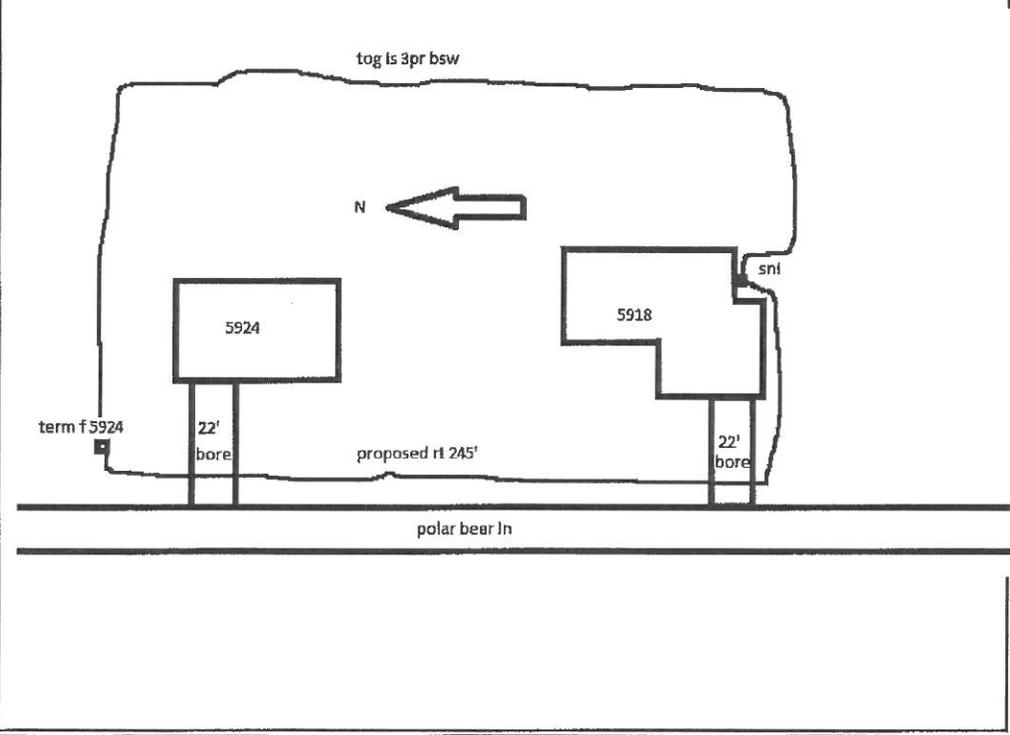
**CONTACT PERSON AND PHONE NUMBER:** Marie Gohman / 320-297-4513

Approval: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*Please return to : [marie.gohman@telcomconstruction.com](mailto:marie.gohman@telcomconstruction.com)\*\*\*

Revised 1-15-2019				CMS#	19098547 PERMIT
<b>CenturyLink BSW Order/Maintenance Work Authorization</b>					
Company	T600	Exchange Name	WBLKMNWB	Service Order#	n06522700
Work Activity	Drop-Buried Copper		Capital	N	Maintenance Y
Customer Name	kaupp, mike			Phone#	6517623847
Address	7111 main st		One Call Ticket#		
City & Zip	white bear twp 55110				
Location/Directions	use google maps				
Description of Work or Special Instructions	bury from term to snl				
Held Order	N	Permit:	Y	Bore:	Y
Tech Name and Tech #	nelson 233			Employee Contact#	6129988359
CBR#	6512261265				
Sketch	Material/Labor Units		Footage/Quantity	Comments	
(include Cntr Line & Pedestal)	Description	Notes			
Cntr Line foot	SEB3-22	BSW-3 & plov plcmt	245		
	SEB3-22T	BSW-3 & hand dlg plcmt	0		
Ped#	SEPCUTOVER	CUTOVER BSW	2		
Parish/County	BM83	BSW guard at house	1		
	XXSEB-GI	Remove temp drop	0	Footage when temp can't be re-used	
Township:	BM61(1.25)SEB	BSW Bore footage	44		
Section	SEBO PER FT LBR	Fiber & plov plcmt	0		
Range	SEBO PER FT LBR T	Fiber & hand dlg plcmt	0		
	SEB6-22	BSW-6 & plov plcmt	0		
	BM2(5/8)(8)	Ground Rod	0		
	Trip Charge	Trip Charge	0		
	Permit	Permit	0	Any placement within the ROW requires a permit	
Nearest cross st.	bayberry dr	Plat Page		Map#	



Originated By:	nelson 233	Date:	8/4/10	Completed By:		Date:	
Authorized By: (APS)	Burth, Brian	Date:		Inspected By:		Date:	
Authorized By: (AOM)	Fry, Chris	Date:					
Email sketch to:	MetroBSW@CenturyLink.com						
1. Distance of the bury in Right-of-Way		3. Distance to the nearest Intersection					
2. Distance from the terminal to the centerline		4. Nearest State Hwy mile marker					



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 5H – Consent Agenda**

**Subject: First Quarter Financial Report - Receive**

**Documentation: Finance Officer Report**

**Action / Motion for Consideration:**

Receive Information / Discuss

## MEMORANDUM

Date: June 14, 2019  
 To: Town Board  
 From: Tom Kelly, Finance Officer  
 Re: First Quarter 2019 Financial Report

It is already the middle of June. Things have been a bit crazy in the finance department and many tasks are behind schedule. However, Nancy, the new accounting clerk/administrative secretary is catching on quickly and gives us hope that we will have tasks caught up and back on schedule shortly. One of the items behind schedule is the first quarterly financial report. But better late than never here it is. The Town's revenues and expenditures are where they should be, but not as good as last year at this point in time. The key to the Town's finances are that even though we are 25% through the year, revenues and expenditures do not flow evenly though the year. There are some one time expenditure spent at the beginning of the year which makes the Town look like it will over spend its budget but over the course of the year will actually be in line with budgeted amounts. Likewise, on the revenue side the major revenue source is property taxes and special assessments, which are received in July and December. In addition, utility billing revenues are only received once a quarter and because of the change to billing calendar quarters, no revenues have been recorded yet (recorded in April) whereas, last year they were recorded in March. Below is a chart comparing budget to actual revenue and expenditures for the years 2018 and 2019.

Revenues	2018 Budget	2018 Actual	% Received	2019 Budget	2019 Actual	% Received
General Fund	204,198.00	203,795.19	99.80%	207,075.00	194,516.17	93.94%
Debt Service Funds	57,162.00	7,583.00	13.27%	59,636.25	3,747.38	6.28%
Capital Project Funds	293,814.25	15,553.88	5.29%	279,949.75	25,001.47	8.93%
Enterprise Funds	1,042,203.00	686,592.83	65.88%	1,133,503.75	44,443.44	3.92%
Internal Service Fds	204,061.75	0.00	0.00%	156,872.00	0.00	0.00%
<b>Total</b>	<b>1,801,439.00</b>	<b>913,524.90</b>	<b>50.71%</b>	<b>1,837,036.75</b>	<b>267,708.46</b>	<b>14.57%</b>

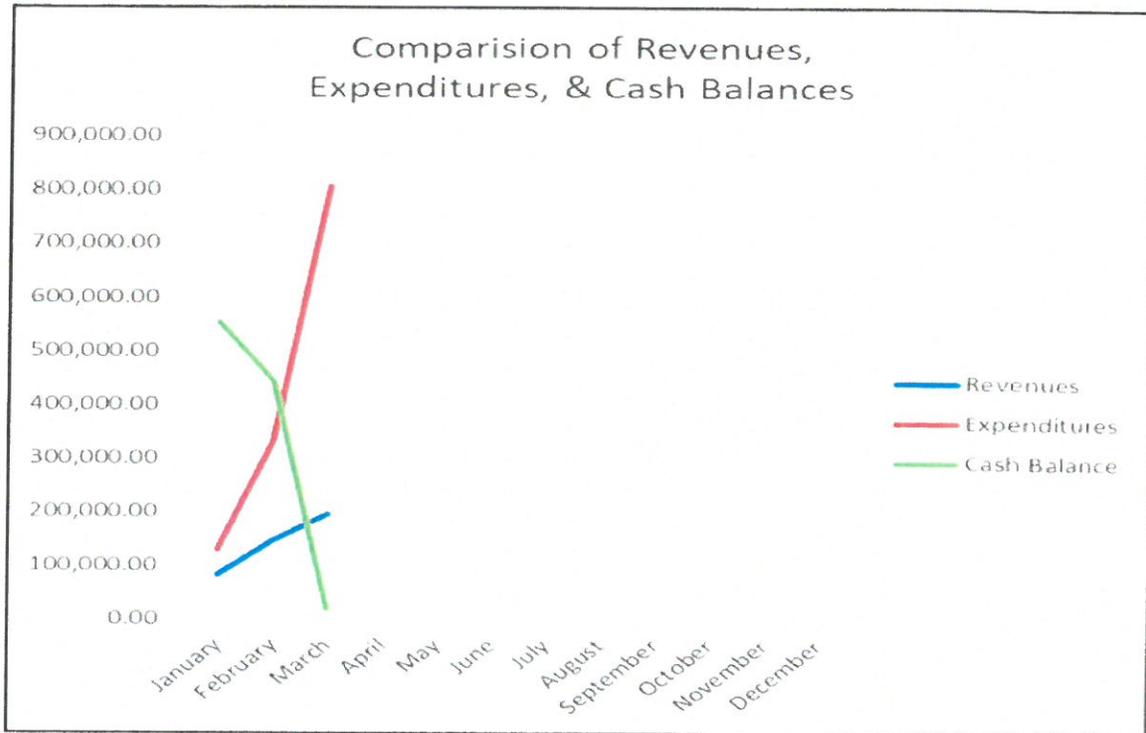
Expenditures	2018 Budget	2018 Actual	% Spent	2019 Budget	2019 Actual	% Spent
General Fund	1,010,871.00	804,613.58	79.60%	1,057,839.00	807,992.71	76.38%
Debt Service Funds	85,087.75	330,164.35	388.03%	84,788.50	331,299.85	390.74%
Capital Project Funds	317,483.25	52,600.95	16.57%	1,267,255.75	0.00	0.00%
Enterprise Funds	1,231,611.75	419,116.90	34.03%	1,895,225.25	683,077.52	36.04%
Internal Service Fds	234,396.25	12,449.68	5.31%	192,956.50	121,958.00	63.20%
<b>Total</b>	<b>2,879,450.00</b>	<b>1,618,945.46</b>	<b>56.22%</b>	<b>4,498,065.00</b>	<b>1,944,328.08</b>	<b>43.23%</b>

It should be noted that the budget amounts are 1/4<sup>th</sup> of the fiscal year budget and the actual is year to date actual revenues collected or funds spent. One item to note from the table above is the Town has paid all of its 2019 bond principal, which is why expenditures are 390.74% spent of 1/4 of the budget. By year-end this will be close to 100% spent.

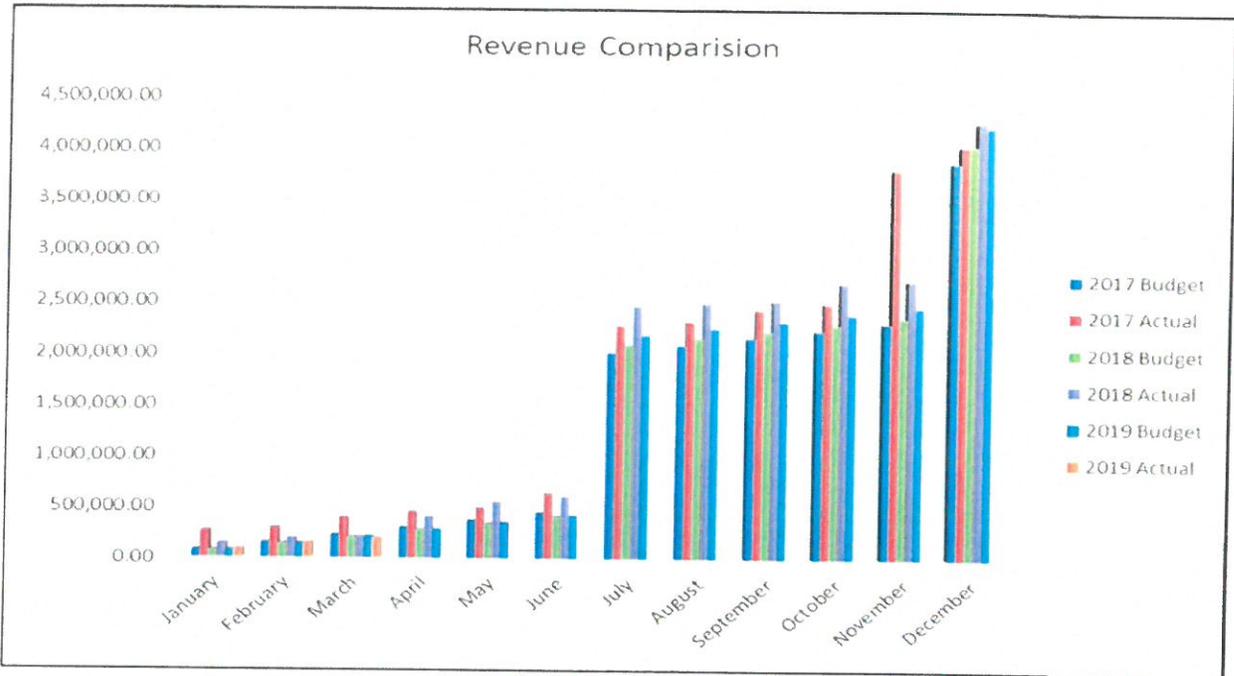
The rest of the report will detail the revenues and expenditures of each of five fund types.

## GENEARL FUND

For the first quarter, revenues are close to budget projections and expenditures are below budget, which will be shown in future charts. The one-time payments and transfers, which are normally made during the first quarter, will be made in the second quarter, as finance did not have time to complete them so expenditures appear to be lower than last year because of this. The chart below shows how revenues are below expenditures levels for the first quarter, which is typical until the Town receives its first half property tax payment in July. In addition, one can see how the Town depends on reserves (cash balances) until that tax payment is received.

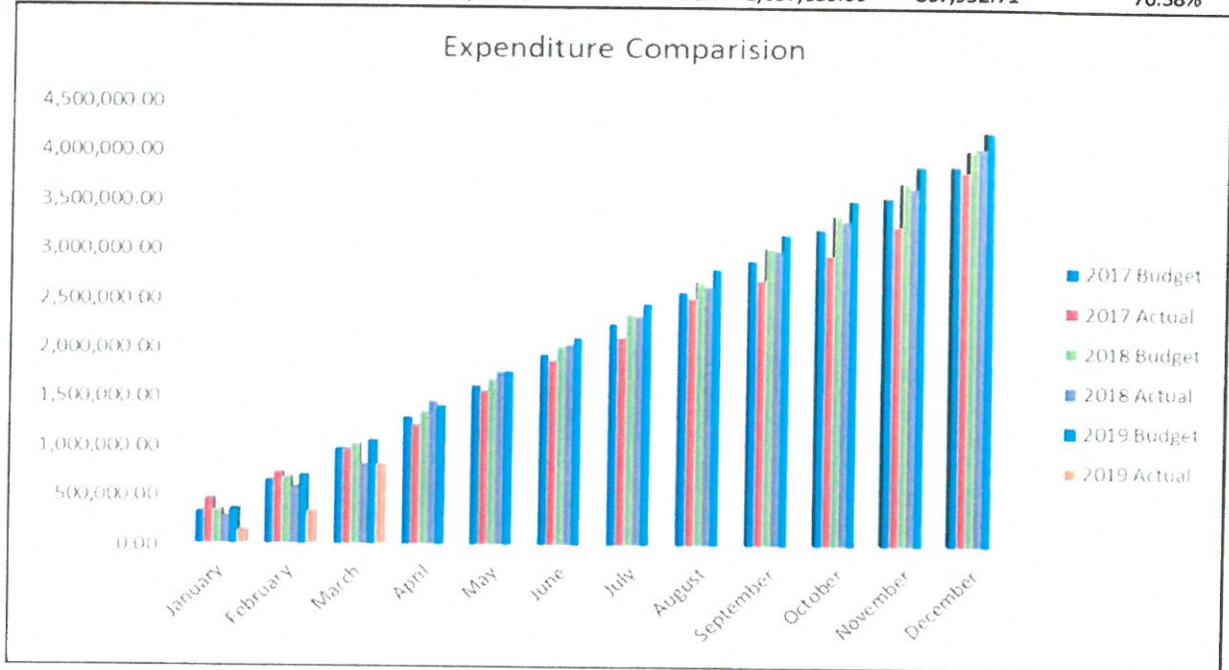


For the year, the Town has received 4.60% of the budgeted revenue through the end of the first quarter, which is below last year (5.04%) at this time. Business and tobacco licenses are renewed at the beginning of each year are all behind last year's revenue. Also as shown in the code enforcement reports building permit revenue is down from 2018. The rental dwelling and dog licenses are two-year licenses collected in even years resulting in a decrease in these two revenue sources. In the past most of the intergovernmental revenues are received in the second or third quarter of the year, so very little has been recorded so far. Also as the weather warms up so does permit activity resulting in increases in those revenue sources. The chart on the following page compares budget to actual revenues for the last three years. For this chart, the monthly revenues are 1/12<sup>th</sup> of the total revenue budget with the exception of property taxes, which are included in the July and December budget numbers only.



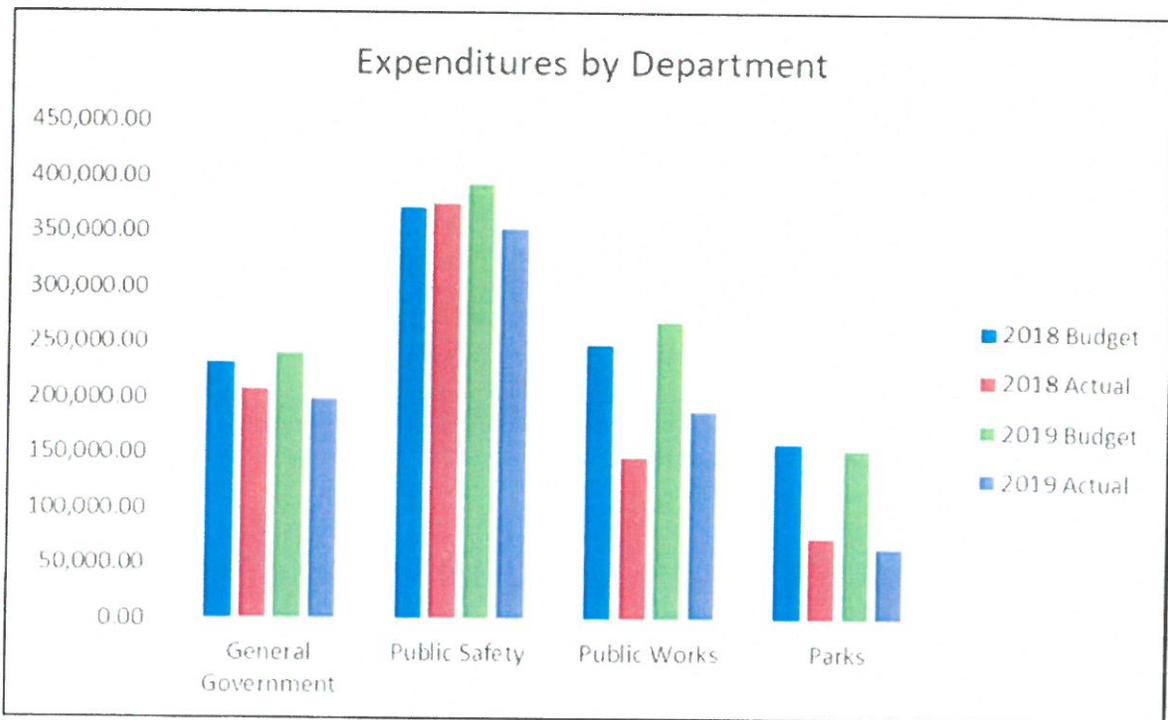
Actual expenditures for the quarter are below the 2019 budget and below the 2018 budget but just above 2018 actual amounts as shown in the charts below:

	2018 Budget	2018 Actual	% Spent	2019 Budget	2019 Actual	% Spent
General Government	232,062.00	207,275.47	89.32%	240,313.50	199,223.20	82.90%
Public Safety	372,315.00	376,218.14	101.05%	393,696.75	353,363.86	89.76%
Public Works	247,626.00	146,974.86	59.35%	270,020.00	189,051.14	70.01%
Parks	158,868.00	74,145.11	46.67%	153,808.75	66,354.51	43.14%
<b>Total</b>	<b>1,010,871.00</b>	<b>804,613.58</b>	<b>79.60%</b>	<b>1,057,839.00</b>	<b>807,992.71</b>	<b>76.38%</b>



If expenditures were spent evenly throughout the year, the Town should have spent 25% of its budget, which is the budget amounts in the previous charts. The no activities are over 25% spent of their budgets after the 1<sup>st</sup> quarter. The activities, which have one-time expenditures for equipment rental, and insurance fees that were revenues to the Town's Capital Equipment and Risk Management Funds and a one-time transfer to the Capital Projects Funds for the Town's annual sealcoat project, will be recorded in April or May compared to the 1<sup>st</sup> quarter in previous years.

The bad new is that there are expenditures that occur during the summer months, such as, beach operations and part-time public works summer help, all of which will increase expenditures in the coming months for both public works and parks. As the summer months, progress staff will monitor these departments to keep within budget levels. In addition, the Town has part-time temporary intern position, which was not budgeted and could result in personnel services being over budget by year-end.



Overall, the General Fund appears to be in good shape through the first quarter of the year. If revenues and expenditures follow, previous year collections and expenditure patters revenues should finish the year above budget amounts while expenditures finish close to budgeted amounts.

### **DEBT SERVICE FUNDS**

On February 1<sup>st</sup> the Town paid its 2019 debt obligations of \$680,000.00 in principal and \$18,747.50 of interest, compared to \$650,000.00 of principal and \$26,842.50 of interest in 2018. The Town now has \$960,000.00 in outstanding debt. The next scheduled debt payment is the interest only payment of \$9,527.50 due August 1<sup>st</sup>. Funding comes from Water Utility Fund revenues as well as property taxes, special assessments, and tax increments, which the Town will receive with the first half 2019 property tax settlement in July.

## **CAPITAL PROJECT FUNDS**

Revenues received in the first quarter are from the billboard lease in the Community Park Fund and park dedication fees in the Park Acquisition Fund . There are no expenditures at this time as most expenditures happen during the summer month. Again, this is typical for the first quarter of the year for the Capital Project Funds.

## **ENTERPRISE FUNDS**

The Town's Enterprise Funds first quarter financial information is as follows:

Revenues	2018 Budget	2018 Actual	% Received	2019 Budget	2019 Actual	% Received
Water Fund	1,648,241.00	255,752.91	15.52%	1,689,345.00	0.00	0.00%
Sanitary Sewer Fund	1,969,845.00	334,587.90	16.99%	2,258,810.00	40,079.92	1.77%
Storm Water Fund	550,726.00	96,252.02	17.48%	585,860.00	4,363.52	0.74%
Total	4,168,812.00	686,592.83	16.47%	4,534,015.00	44,443.44	0.98%

Expenses	2018 Budget	2018 Actual	% Spent	2019 Budget	2019 Actual	% Spent
Water Fund	1,766,378.00	188,192.73	10.65%	4,066,790.00	173,301.33	4.26%
Sanitary Sewer Fund	2,394,814.00	206,684.72	8.63%	2,544,514.00	473,738.16	18.62%
Storm Water Fund	765,255.00	24,239.45	3.17%	969,597.00	36,038.03	3.72%
Total	4,926,447.00	419,116.90	8.51%	7,580,901.00	683,077.52	9.01%

Revenues for the first quarter reflect the change to calendar quarterly billing, which revenues will be recorded in April instead of March. Expenses for the year are above last year's expenses, in part due to lift station #10 rehabilitation expenses in 2019. Even if these had been recorded in the first quarter, all three Funds would still be below 25% spent. In addition, expenses includes depreciation, which is not recorded until year-end, so by the end of the year expenses should be close to budget amounts. Again, nothing is unusual for the first quarter of the year for the Enterprise Funds.

## **INTERNAL SERVICE FUNDS**

The Town's Town Building, Capital Equipment, and Risk Management Funds have not collected their one-time fees from the General Fund and Enterprise Funds.

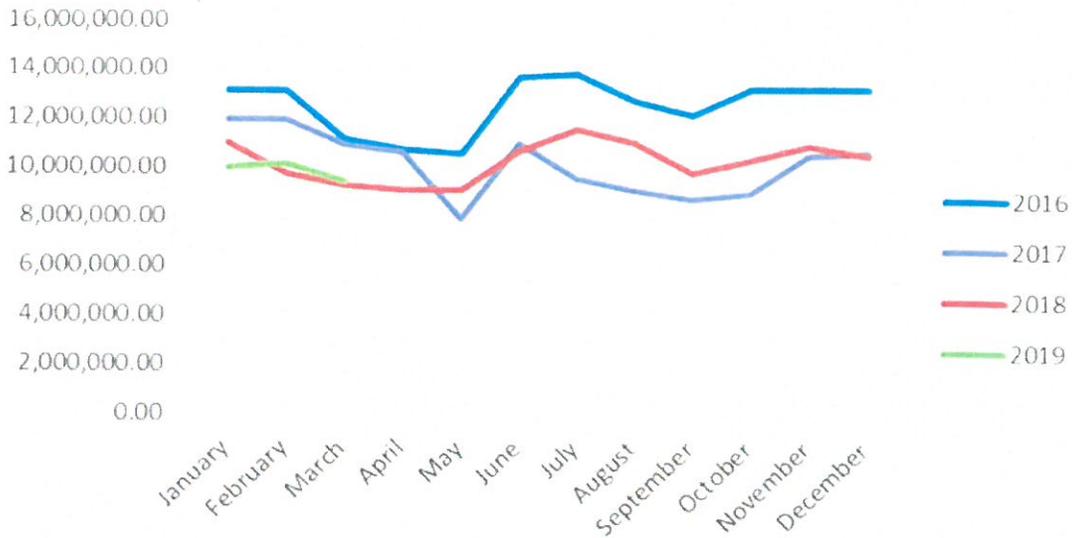
The Town Building Fund has spent \$4,193.74 of their budgeted for the public works garage canopy project, however, most activities tend to happen more after the first quarter. The Capital Equipment Fund had the purchase of the utility box and crane for the new utility truck purchased in 2018.

The Risk Management Fund paid the worker's compensation premiums of \$29,966.27 with the other insurance premiums due later this year.

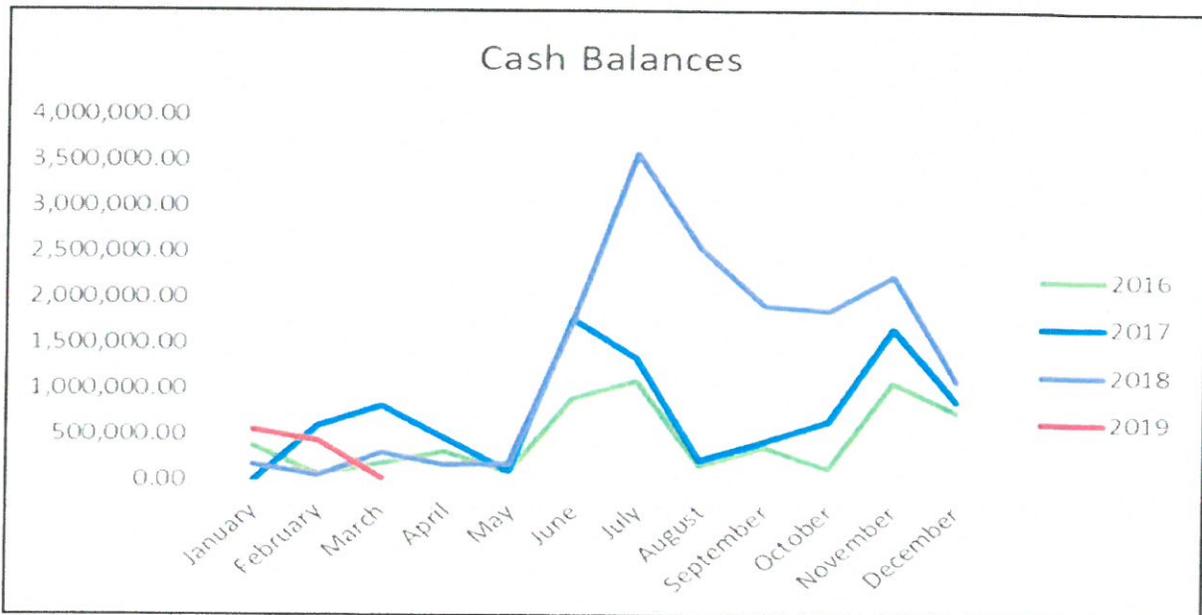
## **CASH AND INVESTMENTS**

Finally, the Town had \$9,499,364.73 invested as of March 31<sup>st</sup>. This compares to \$9,308,465.51 invested last year at this time. The investments had an average interest rate of 3.02% compared to 2.78% last year. The amount invested has increased from previous years due to few project costs that were funded internally and smaller bond payments. The chart on the following page shows the Town's invested funds for the last four years.

### \$ Invested



The other factor and equally important as funds invested is the Town's cash in the bank. These are the funds the Town uses to pay its bills each month. Since the Town receives the majority of its money in July and December from tax settlements, it is not unusual for the Town to have a large amount of cash available in those months with the funds being drawn down in the proceeding months. Depending on expenditures and other revenues collect the Town may draw on its investments to help meet its cash needs. The chart below demonstrates the cash flow for the Township over the last four years.



## **CONCLUSION**

The Township had a typical first quarter of the year financially. Through the first quarter, it appears revenues could finish the year near budgeted amounts for most revenue sources and expenditures may also end the year at budgeted amounts. Staff will be monitoring expenditures over the summer month to keep expenditures within budget amounts. The Township has sufficient cash and investments to meet its obligations until the Township receives its first tax settlement in July. Therefore, it would appear the Township is in good financial shape for 2019.



**Town Board Meeting  
July 1, 2019**

**Agenda Number:** 6A – Old Business

**Subject:** Solicitor License Request – Topline Construction Firm, Inc. - Approve

**Documentation:** Staff Memo w/attachments

\*\* Background check has been received & will be sent separately from packet

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Authorize Issuance of a Solicitor's License to Topline Construction Firm, Inc. 3426 Owasso Street, Shoreview, Minnesota, subject to the following:

1. Only the following individuals are granted permission to solicit under this License:

Hilario Peinado                      Kristen Lippert

2. Hours of solicitation shall only be:

Monday-Saturday              9:00 a.m. - 8:00 p.m. (most allowed by Ordinance)  
No Sundays

3. No solicitation shall be allowed on property displaying a sign stating "No Peddlers, Solicitors or Transit Merchants" or a comparable statement.

**SOLICITOR LICENSE REQUEST – TOPLINE CONSTRUCTION FIRM, INC.:** It was the consensus that this agenda item would be moved to the July 1, 2019 Town Board Meeting.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: JUNE 12, 2019 REVISED JUNE 26, 2019**

**SUBJECT: SOLICITOR LICENSE REQUEST**

Topline Construction Firm Inc., 3426 Owasso Street, Shoreview, Minnesota, has submitted a request for a 30-day solicitor's license in White Bear Township. (The applicants reside in White Bear Township.)

Ordinance No. 37 sets forth the procedures that need to be followed for issuance of a solicitor/peddler license. It states:

Determine type of license needed:

Topline Construction Firm Inc. falls under the definition of "solicitor" as stated in the Ordinance:

"SOLICITOR. A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, ware, products, merchandise, other personal property or services of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above."

License application form and completed Releases from all prospective solicitors must be received.

The applicant has completed the License Application and submitted it to the Town along with signed Releases from each individual who will be soliciting.

Applicant shall show proof of County license if applicable (transient merchant only).

N/A

Payment of Fee.

The applicant has paid the \$35.00 license fee as set forth in Ordinance No. 54 (Fees & Charges).

Background Check.

**The background check has been received & has been sent separately.**

Other Community Soliciting.

I contacted the City of White Bear Lake where they have a solicitor permit to see if any complaints were received and there were none received.

**Requested Action:**

Authorize issuance of a Solicitor's License to Topline Construction Firm Inc., 3426 Owasso Street, Shoreview, Minnesota, subject to the following:

1. Only the following individuals are granted permission to solicit under this License:  
  
Hilario Peinado                      Kristen Lippert
  
2. Hours of solicitation shall only be:  
  
9:00 a.m. – 8:00 p.m. (most allowed by ordinance)  
Monday-Saturday (No Sundays)
  
3. No solicitation shall be allowed on property displaying a sign stating "No Peddlers, Solicitors or Transit Merchants" or a comparable statement.

PSW/s  
cc:admin.file  
b:2019topline



**LICENSE APPLICATION**

Application for: \_\_\_\_\_ Peddler License  
                          X \_\_\_\_\_ Solicitor License  
                          \_\_\_\_\_ Transient Merchant License

X \_\_\_\_\_ Initial Application    OR    \_\_\_\_\_ Renewal Application

Dates you intend to conduct in the Town of White Bear: Ongoing (I live here & would like to gear most of my work up to being closer to home).  
Number of days you will conduct business in the Town: Ongoing (in down time)

**APPLICANT**  
Kristen Lippert  
Full Legal Name

\_\_\_\_\_  
Any other names/aliases under which you conduct business or officially answer

\_\_\_\_\_  
Driver's License or MN I.D. Number

Physical Description:

HEI                      blond                      5'5"                      135'  
Eye Color                      Hair Color                      Height                      Weight

2360 Hoxie Ave.                      WBL township MN 55110  
Permanent Residence Address                      Residence Telephone Number

Circle one:

I have/have not been convicted within the last five years of a felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance (other than misdemeanor traffic offenses).

**VEHICLE INFORMATION (Please include information for all vehicles to be used in conjunction with the license)**

Hyundai Santa Fe 2018  
Make Model Year  
Silver BFC-320  
Color License Plate Number/State Vehicle Identification Number

**APPLICANT'S BUSINESS INFORMATION**

Topline Construction Firm 3426 Owasso St. Shoreview SS12  
Business Name Address Telephone Number  
N/A }  
Minnesota Sales Tax I.D. Number

**A Minnesota Sales Tax ID Number can be obtained through the Minnesota Department of Revenue at 651- 282-5225.**

Full legal name of any and all business organizations owned, managed or operated by you or for which you are an employee or agent: Topline Construction Firm

Any and all address(es) and telephone numbers where you can be reached while conducting business in the Town, including a location if you are a transient merchant and intend to set up business: 612-990-8778

Home address or business address

Type of business to be conducted and/or items to be sold (attach an additional sheet if necessary): Roofing / Gutters

Description of how and where the business is to be conducted: primarily fliers in newspaper boxes or doorhangers.

Proposed hours/days of operation: mon - Fri

List all other individuals to be covered by the license or all individuals accompanying you while conducting the business place-to-place: \_\_\_\_\_

(Jose) Hilario Peinado  
~~Rene Soto~~ (maybe)  
~~John Eppert~~ (maybe)

Please list the three most recent townships and/or cities where you have conducted business as a peddler, solicitor or transient merchant: White Bear Lake & Fridley

**If you are applying for a transient merchant license, please attach written permission from the property owner or the property owner's agent for any property to be used by your business to this Application.**

Additional Vehicles:

\* 2014 Chevy Silverado white

143-255  
1GCRCEH8E2296359

\* 2015 Chevy Silverado white

1GCRCEH2F7267554

264-TUZ



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 7A – Public Hearing**

**Subject: None**

**Documentation:**

**Action / Motion for Consideration:**



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 8A – New Business**

**Public Works Director Item:**

**Subject: Administration & Public Works Landscaping Renovation:**  
1. Receive Proposals  
2. Award Proposal

**Documentation: Public Works Director Memo w/ attachments**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Receive all Proposals
- 2) Award the Proposal for the Administration & Public Works Landscaping Renovation to the Lowest Responsible Company, Birch, in the Amount of \$50,015.00 With Funding from the Capital Building Fund

## MEMORANDUM

Date: June 25, 2019

To: Town Board

From: Pat Christopherson, Clerk/Treasurer; Dale Reed, Public Works Director

Re: Acceptance of Proposals and Approval of Low Proposal for Landscaping Renovation at both the Administration and Public Works sites.

Staff created a RFP for renovating the existing landscaping around both the Administration and Public Works sites to send out for proposals. The scope of the work will involve tree/shrub, retaining wall removals, regrading, and replanting. There have been no improvements with landscaped areas since the construction of both Administration (1996) and Public Works (2006) sites.

Staff received sealed proposals at 10 a.m. on June 13<sup>th</sup>. Three proposals were received from the following Landscape Contractors, Birch for \$50,015.00; Landscape Sculpture Garden, LLC for \$56,265.00; and Prescription Landscape for \$53,625.42.

After review of the proposals by staff, we are recommending the proposal from Birch (See attached proposals for details).

The funding for the landscape project would be provided by the Capital Building Fund, which has budget of \$185,000.00 for interior and exterior improvements in 2019, including \$50,000.00 for rebuilding retaining walls.

Town Board action requested is to accept the proposals and approve the lowest proposal from Birch for \$50,015.00.



P: 651.481.9180  
info@WeAreBirch.com  
www.WeAreBirch.com

Date: 06/12/2019

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

Prepared By: Dan Steuernagel  
Email: dan@wearebirch.com  
Opportunity Number: 632

Contact: Dale Reed

Company: White Bear Township

Phone: 651-747-2777

Email: dale.reed@ci.white-bear-township.mn.us

## Landscaping at 1281 Hammond Road

**Landscape Design and Install**





P: 651.481.9180  
info@WeAreBirch.com  
www.WeAreBirch.com

**Removal of existing landscape and install new**

**\$50,015.00**

**Tree Removal & Stump Grinding:**

Complete removal and disposal; cut the main stems to ground level, grind stumps and haul debris

- (1) 18" Black Locust & (1) 23" Siberian Elm, SE corner of building
- (2) 6" Red Pines front of building
- (1) 12" Siberian Elm & (1) 18" Boxelder
- (2) 15" & (1) 17" Pin Oaks front of the property near the street
- (1) 43" White Oak, south side of the parking lot near the street

**Front Parking lot Islands:**

Remove retaining walls, grade, sod

- Remove (2) retaining walls and dispose of
- Regrade existing hill for a continuous slope from upper curb-line to lower curb-line on west island along with filling in area of retaining wall
- Regrade existing hill from top curb-line to existing sod level on east island near Basswood and utility box
- Repair irrigation system as needed
- Sod both areas

**Utility Building:**

Remove existing landscaping in front of building and install new:

- Remove all Junipers, existing rock, plastic, etc... and dispose of
- Correct grade to ensure positive grade away from the building (after closer inspection I do not believe the sod will need to be removed but instead would be able to add dirt against brick and still be below weep holes)
- Install vinyl landscape edging, 24"-36" Boulder outcroppings, (8) Karl Forester Grass, (5) Goldflame Spirea, (15) Chicago Apache Daylily, landscape fabric, and 2"-





P: 651.481.9180  
info@WeAreBirch.com  
www.WeAreBirch.com

### 3" River Rock

#### Flag Poles:

Remove existing landscaping around flag pole area and install new:

- Remove all plants (excluding two Crabapple trees), existing rock, plastic, etc... and dispose of
- Install vinyl edging, 24"-36" Boulder outcroppings, (5) Karl Forester Grass, (4) Bobo Hydrangea, (7) Chicago Apache Daylily, Dark Brown Mulch, and sod

#### Township Office Building:

Remove existing landscape around whole building and along sidewalk and install new:

- Remove all plants (excluding Amur Maples), existing rock, edging, plastic, etc... and dispose of
- Correct grade to ensure positive grade away from the building
- Install new vinyl edging in existing locations on sides and back of building and according to landscape plan on front of building
- Install (15) Dark Green Yew, (3) Annabelle Hydrangea, (4) Cadet Hosta, (11) Vision Astilbe, (23) Happy Return Daylily, (8) Fanal Astilbe, (6) Gold Standard Hosta,
- Install 24"-36" Boulder outcroppings, landscape fabric under 2"-3" River Rock around building foundation and Dark Brown Mulch in rest of the beds
- Install sod along sidewalk
- Repair irrigation if needed and install sod anywhere turf is damaged





P: 651.481.9180  
info@WeAreBirch.com  
www.WeAreBirch.com

Subtotal	\$50,015.00
Sales Tax	\$0.00
<b>Total Amount</b>	<b>\$50,015.00</b>

Quoted price will be honored for 30 days.

**Options:**

**Tree Pruning of (4) Honeylocust, (1) Black Locust, and (2) Amur Maples \$1,825.00**

- Crown clearing to remove deadwood and storm damaged branches smaller than 3" in diameter; crown raising to provide 2-3 feet of additional clearance for both the building and grounds

**Upgrade to concrete bullet edging \$2,450.00**

- Install Grey Bullet Edgers in place of vinyl edging

**Use 1.5" River Rock instead of 2"-3" subtract \$1,300.00**

- 1.5" River Rock is cheaper to purchase and less labor to install
- 

ACCEPTANCE OF PROPOSAL: 50% down payment required on all projects exceeding \$5,000.00 prior to work being scheduled. Final payment is net 30 days upon completion. Authorized signature below confirms pricing as stated above and authorizes BIRCH, Inc. to perform the stated services. You are hereby authorized to perform the work.

**Owner/ Agent**

By: BIRCH, Inc.

Signature: 

Printed Name: Dan Steuernagel

Date: June 12, 2019

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_





P: 651.481.9180  
info@WeAreBirch.com  
www.WeAreBirch.com

## Terms and Conditions

### Insurance

Contractor will carry Worker's Comp. insurance, Commercial General Liability Insurance, Business Auto Insurance, and Commercial Inland Marine Insurance throughout the duration of this project.

### License

Contractor will carry all licenses necessary for the performance of these quoted services.

### Materials

All material necessary for the satisfactory execution of the contracted will be supplied and paid for by the contractor.

### Warranties

- All trees and shrubs will have a one time, one-year replacement warranty.
- Perennials have one time in season replacement warranty.
- Due to unpredictability of weather and so many other situations there is NO guarantee on grass seeding projects.
- Contractor is not responsible for damage caused to plant material from Mother Nature to include but not limited to, wind and hail damage.

### Damages

- Contractor will be responsible to have underground utilities marked prior to work beginning if applicable.
- Owner(s) will be responsible to mark private utilities such as but not limited to underground dog fencing and low voltage lighting wires.
- Contractor assumes full responsibility for damages caused by equipment during operations and will repair damage back to original condition.
- Contractor will not pay any unauthorized damage repairs done by a 3<sup>rd</sup> party.
- Normal wear from skid steer on streets and driveways is not considered damage.
- Low Voltage outdoor ground lights, flower pots, bird feeders, grills, smokers, dog tethers, etc... must be moved prior to project being starting. Contractor will exercise extreme caution to minimize all damages but cannot assume liability for damage if not removed.

### Cancellation

- Either party may cancel contract without cause with an emailed notification.
- If cancellation is done by owner after down payment is applied, payment will be refunded minus a \$150.00 filing administration fee.

### Payments

- 50% Down payment required prior to the work being scheduled.
- Final payment is Net 30 days upon completion.
- Applicable State and Federal tax will be applied to invoices.
- 12% APR will be applied to all invoicing not paid within 30 days.

### Communication

- Email or phone notification to notify customer of the start date. All dates are subject to change due to weather, job site conditions, and contractors existing projects. Customer will be notified if the start date changes.
- Homeowners/ tenants requests, concerns need to be directed to either the Association Board or Management Company, contractor will not take direction from these parties.
- Contractor will also be available by phone or email during the duration of this project for the Property Manager and Board Members. All correspondence will be returned or addressed promptly.





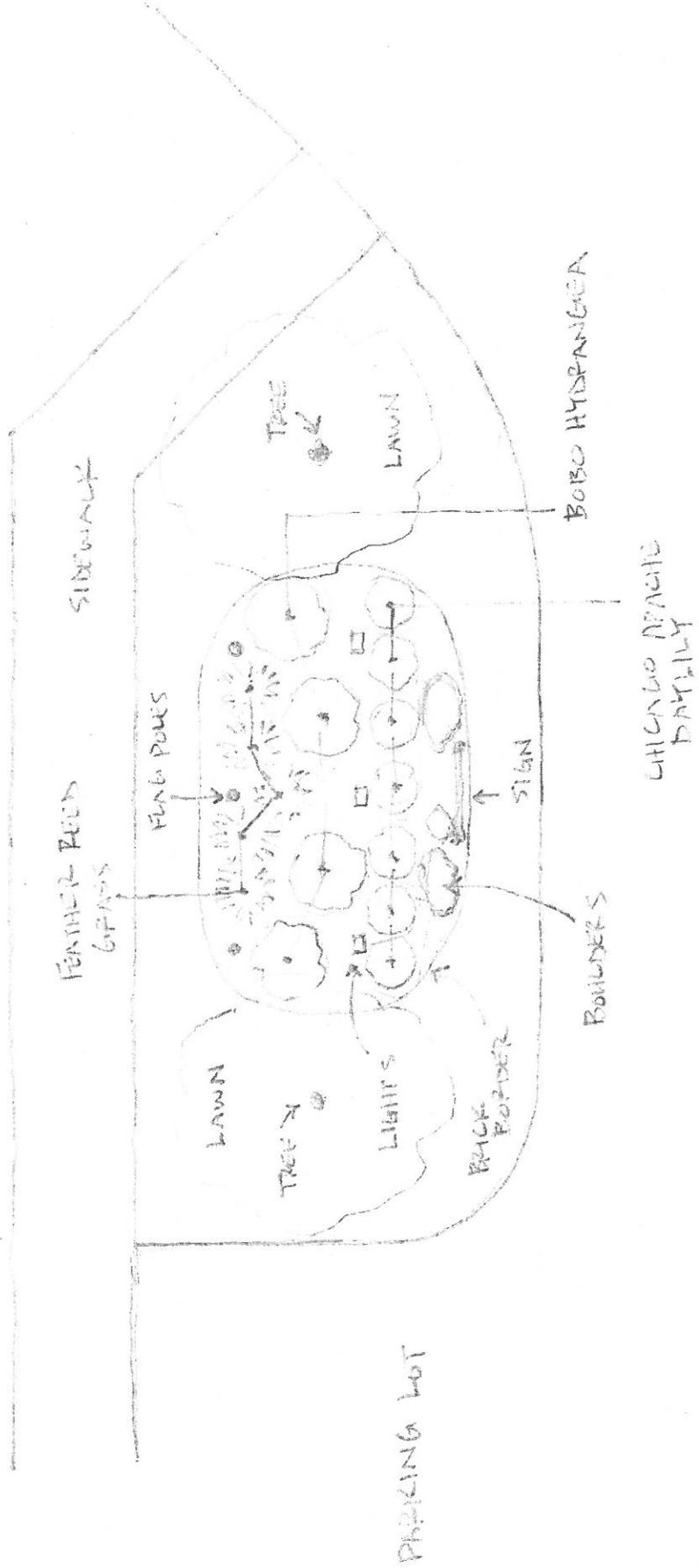
# WHITE BEAR TOWNSHIP

## FLAG POLES

SCALE: 1" = 8'0"



NORTH









June 24, 2019

Quality, Efficiency, Integrity

www.rxlandscape.com

**Customer:**

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110  
**Salesperson:** Eric Walsh

**Proposal**

**Proposal #:** 3819

**Service Includes: LANDSCAPE DESIGN AND INSTALL**

**Tree Removal and Stump Grinding-Complete removal and disposal; cut main stems to ground level, grind stumps and haul debris**

- (1) 18" Black Locust & (1) 23" Siberian Elm, SE corner of building
- (2) 6" Red Pines front of building
- (1) 12" Siberian Elm & (1) 18" Boxelder
- (2) 15" & (1) 17" Pin Oaks front of the property near the street
- (1) 43" White Oak, south side of the parking lot near the street

**Front Parking lot Islands:**

- Complete removal and disposal of (2) retaining walls and adjacent turf areas
- Regrade existing hill for a continuous slope from upper curb-line to lower curb-line on west island adding topsoil in area of retaining wall
- Regrade existing hill from top curb-line to existing sod level on east island near Basswood and utility box
- Repair irrigation system as needed
- Sod both areas

**Utility Building:**

- Complete removal and disposal of all Junipers, existing rock, plastic, etc...
- Remove existing landscaping in front of building and install new
- Correct grade to ensure positive grade away from the building
- Install vinyl landscape edging
- 24"-36" Boulder outcroppings (5-ton)
- 8) Karl Forester, Grass, (5) Goldflame Spirea, (15) Chicago Apache Daylily
- Commercial grade landscape fabric
- 2" 1.5" River Rock

**Flag Poles:**

- Complete removal and disposal of existing landscaping around flag pole area and install new
- Complete removal and disposal of all plants (excluding two Crabapple trees), existing rock, plastic, etc...
- Install vinyl edging
- 24"-36" Boulder outcroppings
- (5) Karl Forester Grass, (4) Bobo Hydrangea, (7) Chicago Apache Daylily
- Dark Brown Mulch
- sod

**Township Office Building:**

- Complete removal and disposal of existing landscape around whole building and along sidewalk and install new
- Complete removal and disposal of all plants (excluding Amur Maples), existing rock, edging, plastic, etc...
- Correct grade to ensure positive grade away from the building
- Install new vinyl edging in existing locations on sides and back of building and according to landscape plan
- Install (15) Dark Green Yew, (3) Annabelle Hydrangea, (4) Cadet Hosta, (11) Vision Astilbe, (23) Happy Return Daylily, (8) Fanal Astilbe, (6) Gold Standard Hosta,
- Install 24"-36" Boulder outcroppings
- Commercial Grade landscape fabric
- 2"-3"depth of 1.5" River Rock around building foundation
- Dark Brown Mulch in rest of the beds
- Install sod along sidewalk
- Repair irrigation if needed and install sod anywhere turf is damaged

- (3,400) Sq. Ft. Rock Removal
- (2,000) Sq. Ft. Sod Removal w/ Skid
- (4,000) Sq. Ft. Rough Grade w/Machine
- (4,000) Sq. Ft. Sod Installation
- (240) Feet Ace of Diamonds Black Vinyl Edging
- (12) Ton 30 " - 36" Boulders Approx 5-6 sq. ft. coverage per ton installed
- (13) #1 Calam Acu Karl Foerster - Installed
- (5) #2 Spirea Bum Goldflame - Installed
- (22) #1 Hemer Chicago Apache - Installed
- (4) #2 Hydra Pan Bobo Pw - Installed
- (3) #5 Hydra Arb Annabelle - Installed
- (15) #3 Taxus Med Taunton Yew - Installed
- (4) #1 Hosta Blue Cadet - Installed
- (6) #1 Hosta Gold Standard - Installed
- (23) #1 Hemer Happy Returns - Installed
- (8) #1 Astilbe Are Fanal Dk Red - Installed
- (11) #1 Astilbe Chi Visions Lilac - Installed
- (3,465) Sq. Ft. Fabric Install
- (25) Ton River Rock 1 1/2" - 2 1/2" - Install w/Equip
- (36) CY Spread Dumped Soil
- (140) Shrubs Shrub Removal

**Price: \$53,625.42**

\*Price includes materials, delivery and labor to complete the project. Price does not include applicable sales tax. Owner may pay by credit or debit card but is responsible for all transaction fees charged to Prescription Landscape for the processing of the transaction by credit or debit card.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### Terms and Conditions

**RESPONSIBILITY FOR DAMAGES:** Property damaged caused by Contractor's negligence shall be Contractor's responsibility, except that in no event shall Contractor be responsible or liable for any costs or damages, including consequential or incidental damages, which may arise in any way from the services or information provided herein. The Owner shall report all damages to the Contractor within forty-eight (48) hours after discovery of such damage and permit the Contractor the opportunity to review the damages and determine how to make repairs. Owner shall not have the right to hire someone else to do any repair work without first providing written notice via certified, return receipt mail to Contractor and giving Contractor a maximum of thirty (30) days to perform repairs, or a time period that is mutually agreed upon in writing by the Owner and Contractor. This Service Agreement and Contract constitutes the sole obligation of Contractor.

Date:

**Client:** White Bear Township  
**Address:** 1281 Hammond Rd.  
WBT, MN. 55110  
**Phone #:** 651-747-2750  
**Email:** [Patti.walstad@Whitebeartownship.org](mailto:Patti.walstad@Whitebeartownship.org)



## Landscape Sculpture Garden LLC

1176 Charlton St.  
West St Paul, MN. 55118

**Phone:** # 651-485-5988  
**Email:** [Lutobo123@gmail.com](mailto:Lutobo123@gmail.com)  
[www.LandscapeSculptureGarden.com](http://www.LandscapeSculptureGarden.com)

## Work Order

Landscape Sculpture Garden proudly presents this work order for review and acceptance.  
This work order includes all materials and labor as described below and/or noted in attached designs.

<u>Service</u>	<u>Quantity</u>	<u>Note:</u>	<u>Rate</u>	<u>Total</u>
<b>Description:</b> Landscape improvemnets - Planting beds and softscape alterations, irrigation alterations, retaining wall removal, rock removal, tree removal, Planting, new soil, Planting, new soil, bed cover, seed and blanket, mulch				
Rock removal	3000 SF	Crushed stone	4 / SF	\$12,000
Turf Install	1200 SF	Rock footprint next to parking area	\$1 / SF	\$1,200
Dirt removal	7 TON	Remove from planting bed	\$150 / Ton	\$1,050
compost/topsoil	7 Ton	Planting medium	\$120 / Ton	\$840
Retaining wall	375 SF	Concrete Block	\$ 9 / SF	\$3,375
Shrub Removal	110	Existing shrubs	\$27.27 / EA	\$3,000
Topsoil/Grading	25 YD	Retaining wall area	\$100 / YD	\$2,500
Turf	800 SF	Retaining walls area	\$1 / SF	\$800
Tree Removal	10	Stump grinding included	\$800 / EA	\$8,000
Irrigation alteration		TBD	EST	\$2,000
Planting estimate	100	Average	60 / EA	\$6,000
Bedcover estimate	15 /YD	Cedar mulch	\$100 / YD	\$1,500
Preen	1500 SF	Low dose herbicide in planting bed	0.2 / SF	\$300
Edging	120 LF	Steel edging	\$10 / LF	\$1,200

**\$43,765**

Removal	900 SF	1.5" river rock	\$4 / SF	\$3,600
Install	900 SF	fabric & 2.5" river rock	\$3 / SF	\$2,700

**Public works Building**

Shrub removal	30	Existing evergreens	\$30 / EA	\$900
Rock Removal	400 SF	Crushed rock	\$4 / SF	\$1,600
Irrigation alteration		Water lines	EST	\$700
Soil exchange	400 SF	Amend and till topsoil	\$2 / SF	\$800
Shrub install	30	Average	\$60 / EA	\$1,800
Bed cover	4 YD	Cedar Mulch	\$100 / Yd	\$400

**\$6,200**





**Town Board Meeting  
July 1, 2019**

**Agenda Number: 8B – New Business**

**Public Works Director Item:**

**Subject: 2019 Sealcoat of Various Bituminous Surfaces Project:**  
1. Approve Specifications  
2. Authorize Advertisement for Bids

**Documentation: Public Works Director Memo w/ attachments**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Approve Specifications
- 2) Authorize Advertisement for Bids Noting a Bid Due Date of August 1, 2019, with Town Board Approval on August 5, 2019

-----  
**Minutes  
Town Board Meeting  
August 14, 2012**

**AWARD OF BID - 2012 PARK / STREET TRAIL SEALCOAT PROJECT:** The Public Works Director reported that the Town has started to fund a trail sealcoat project based on the recommendation of the Park Board. He reported that the low bid for the 2012 Park / Street Trail Sealcoat Project was received from Border Lines Pavement Maintenance for \$8,941.09. He stated that funding for the project will be from Improvement Fund 505. He stated that the sealcoating will be completed by September 21, 2012.

Kermes moved, based on Public Works Director review and recommendation, to award the bid for the 2012 Park / Street Trail Sealcoat Project to Border Lines Pavement Maintenance for their low bid in the amount of \$8,941.09, with funding from Improvement Fund 505, noting that \$11,500 was designated for this work. Prudhon seconded. Ayes all.

Kermes moved to authorize execution of the contract and signatures, with Border Lines Pavement Maintenance, noting that the work will be completed by September 21, 2012. Prudhon seconded. Ayes all.

## MEMORANDUM

Date: June 25, 2019  
To: Town Board  
From: Dale Reed, Public Works Director  
Re: 2019 Sealcoat of Various Bituminous Surfaces Project

As part of the Town's infrastructure management program, the Town has funded the sealcoating of bituminous surfaces located within the Township, including park trails, well house driveways, and lift station driveways. By proactively treating the bituminous surface with sealcoat (an oil and sand application) on a regular scheduled interval (5-8 years), the asphalt's useful life can be extended. Delaying sealcoat applications can lead to premature deterioration and increased maintenance costs over the life of the bituminous surface. Sealcoat of these surfaces is giving the Township the greatest return on investment (ROI) on their maintenance dollars, ultimately increasing the life of the surface by providing the right surface maintenance treatment at the right time.

This year's project includes 24 different bituminous surfaces within the Township. (See pages 6 and 7 of the specifications for locations). The schedule for the project will be approval of specifications and authorize bidding on July 1, 2019. Bids will be due August 1, 2019 with approval by the Town Board on August 5, 2019, and work to be completed by October 1, 2019.

The Public Works Director's estimated cost for this year's Sealcoating project is \$25,000.00. There is \$60,000.00 designated in the Park Improvement Fund for the Park trail portion, with the Sewer and Water Operating Budgets funding their respective share of this year's project.

Action requested is to approve the specifications and authorize bidding for the 2019 Sealcoating of Various Bituminous Surfaces Project.

WHITE BEAR TOWNSHIP  
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL  
FOR  
THE SEALCOAT OF VARIOUS BITUMINOUS  
SURFACES WITHIN THE  
TOWN OF WHITE BEAR, MINNESOTA

2019

PW-PM-19-01

Bids Must Be Received at  
White Bear Township Administration Building  
1281 Hammond Road  
White Bear Township, MN 55110

By

August 1, 2019

AT 10:00 A.M. LOCAL TIME

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN OF WHITE BEAR

SEALCOAT OF VARIOUS BITUMINOUS SURFACES WITHIN THE TOWN OF WHITE BEAR

PROPOSAL INDEX

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ATTACHMENTS

1. Location Maps

I. NOTICE TO BIDDERS  
TOWN OF WHITE BEAR

Invitation for Bid:

Proposals will be received at the White Bear Township Administrative offices, 1281 Hammond Road, White Bear Township, MN 55110, until 10:00 A.M. on August 1, 2019 for the Sealcoat of Various Bituminous Surfaces within the Town of White Bear.

Submission of Bid Quote:

Bid must be submitted and received no later than 10:00 A.M. on August 1, 2019:

Mailed

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

Delivered

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

The Town of White Bear reserves the right to reject any and all bids, waive technicalities, and award the bid in the best interest of the Town.

I. PROPOSAL FORMS

PROPOSAL FORM  
(1 of 4)

FOR

THE SEALCOAT OF VARIOUS BITUMINOUS SURFACES  
WITHIN  
WHITE BEAR TOWNSHIP, MINNESOTA

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

Dear Sir:

1. The following proposal is made for the sealcoat of various bituminous surfaces described in the instructions to bidders.
2. The undersigned certifies that the Instructions to Bidders have been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting his proposal, it is understood that the right is reserved by the Town to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?  

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

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6. Bid proposal to be made on schedule of prices sheet.
7. Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid Bond or certified check payable to the Town of White Bear in the amount of at least 5% of the Base Bid amount.

Official Firm Name and Address:  

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PROPOSAL FORM

(2 of 4)

2019

SCHEDULE OF PRICES FOR  
THE SEALCOAT OF VARIOUS BITUMINOUS  
SURFACES  
IN WHITE BEAR TOWNSHIP, MINNESOTA

**PUBLIC WORKS DEPARTMENT**

**June-19**

**Bituminous Surface**

Type	Segment ID No.	Location	Type	Width	Length	SY	Unit Price per square yard	Total Type Cost
Street	1	Centerville Road (west side)	Asphalt	9	2457	2457		
Park	2	Deer Meadows Park	Asphalt	8.5	1664	1572		
Park	3	Wild Ridge	Asphalt	6.5	745	538		
Street	4	Taylor Ave./Grand Ave.	Asphalt	8	114	101		
Street	4a	Taylor Ave./Grand Ave.	Asphalt	6	307	205		
Street	5	Hammond Road, Township Parkway Regional Trail	Asphalt	8.5	6857	6476		
Street	7	Otter Lake Road (Jonquil to north)	Asphalt	6.5	472	341		
Park	8	Moon Lake Park	Asphalt	8.5	1350	1275		
Park	9	Columbia Park	Asphalt	6.5	582	420		
Street	10	Lynx Road	Asphalt	14.5	82	132		
Park	11	Summit Lane Park	Asphalt	18.0	64	128		
Park	11a	Summit Lane Park	Asphalt	11	228	279		
Park	12	Belle Aire Beach	Asphalt	16	535	951		
Park	13	Belle Aire Beach	Asphalt	8	70	62		

Street	15	Highway 96 (Columbia Park to Otter Lake Road) Stacker Blvd and Stacker Place	Asphalt	8	1320	1173		
Water	Well #1		Asphalt			148		
Water	Well #2		Asphalt			289		
Water	Well #3	Park Park Ave and East St Dillon Street and Ridgewood Ave	Asphalt			129		
Water	Well #4		Asphalt			160		
Water	Well #5	Otter Lake Rd	Asphalt			353		
Water	Well #6	Buffalo St	Asphalt			551		
Sewer	Lift Station #1	Co. Rd F	Asphalt			136		
Sewer	Lift Station #6	Otterview Trail	Asphalt			70		
Sewer	Lift Station #8	Bibeau Road	Asphalt					
					<b>Total Square Yards</b>	<b>17,946</b>	<b>Total Base Bid</b>	

PROPOSAL FORM  
(3 of 4)  
2019

SCHEDULE OF PRICES FOR  
THE SEALCOAT OF VARIOUS BITUMINOUS  
SURFACES  
IN WHITE BEAR TOWNSHIP, MINNESOTA

Product Type Bid \_\_\_\_\_

The Town of White Bear reserves the right to add or delete trails, adjusting quantities respectively: to equal a dollar amount budgeted for this type of trail maintenance and construction. Twenty-five (25%) percent shall be maximum adjustment accordance with Section II (11).

BID BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSAL FORM  
(4 of 4)

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

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

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

Signed \_\_\_\_\_  
Firm Name \_\_\_\_\_

Subscribed and sworn to be on this \_\_\_\_\_ day of \_\_\_\_\_,  
2018. \_\_\_\_\_ My Commission Expires  
\_\_\_\_\_.

Bidders E.I. Number

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury  
Department Form 940) \_\_\_\_\_.

Fair Trade Items

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder (use reverse side if necessary).

II. GENERAL SPECIFICATIONS  
THE SEALCOAT OF VARIOUS BITUMINOUS  
SURFACES  
IN THE TOWN OF WHITE BEAR, MINNESOTA  
2019

1. CONTRACT DOCUMENTS

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

<u>Mailed</u>	<u>Pick-up</u>
<b>WHITE BEAR TOWNSHIP</b>	<b>WHITE BEAR TOWNSHIP</b>
1281 Hammond Road	1281 Hammond Road
White Bear Township, MN 55110	White Bear Township, MN 55110

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

2. BIDDER'S KNOWLEDGE

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

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

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

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

3. BIDDER'S QUALIFICATIONS

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

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

Before any subcontractor may commence work, the successful Bidder must file with the Public Works Department Representative and the Town satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful bidder. (See Section III).

No subcontractor will be permitted to commence work until authorization by the Public Works Department Representative to proceed is received in writing by the Contractor.

4. SUBMISSION OF BIDS

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

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

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

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

When a firm submits a proposal, the individual names of all its members shall be written out and shall be signed in full; but the signers may, if they choose, describe themselves in addition, as doing business under a firm name and style. In case a corporation submits a proposal, the proposal must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent may be required to present legal evidence that he has a lawful authority to sign said proposal. In the event that any corporation organized and doing business under the laws of a foreign state is the successful bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the contract is executed.

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

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

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

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

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

#### 5. BIDDERS TO INVESTIGATE SITE

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

Each bidder must satisfy himself and form his own opinions by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated; must make his own interpretations and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done and the labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its representatives for the convenience of any bidder is not guaranteed. The bidder shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure

to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The City will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

6. WITHDRAWAL OF BIDS

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

7. EVALUATION OF BIDS

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

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

8. MATERIAL SOURCES

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

9. EXECUTION OF CONTRACT

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

Following action by the Town Board, if required, awarding the contract, a "Notice of Award" letter will be mailed to the Contractor together with the prepared contract

agreement for his signature and return. The Notice of Award letter will specify that the Contractor submit certificates of insurance coverage. No contract will be executed until the required insurance certificates are submitted and have been approved as to form by the Town.

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

10. DATA PRACTICES COMPLIANCE

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

11. QUANTITY ADJUSTMENTS

The Town reserves the right to add or delete, adjusting quantities respectively, to properly complete the project. Twenty five (25%) percent shall be the maximum adjustment in accordance with Town of White Bear.

12. IC-134

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

13. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's

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

15. LIEN WAIVERS

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

16. MINNESOTA RESPONSIBLE CONTRACTOR REQUIREMENTS

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

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

17. PROMPT PAYMENT TO SUBCONTRACTORS

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

### III. INDEMNIFICATIONS AND INSURANCE

#### 3.1 Hold Harmless and Indemnification

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

#### 3.2 Governmental Limited Immunity

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

#### 3.3 Contractors Liability Insurance

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

##### A) Workers Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in workers compensation

policies issued in Minnesota. Contractor further agrees to require all Subcontractors and Independent Contractors to maintain Workers Compensation insurance in compliance with all applicable statutes. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement. **The Contractor shall enforce** the compliance of such Subcontractors and Independent Contractors with the above Workers Compensation insurance requirements.

B) General Liability

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

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

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

deductible or retention amount does not cause the Contractor's total deductible or retention for each occurrence to exceed \$20,000.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles (including, unless covered as "mobile equipment" or otherwise under the Contractors General Liability Policy, all cranes, boom trucks, and similar equipment) utilized by the Contractor in connection with the Work. Such policy shall provide total liability limit for combined Bodily Injury and/or Property damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, however that the coverage afforded under any such Umbrella Liability Policy shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and if applicable, such Umbrella Liability Policy, **shall include the Town as an Additional Insured there under**. Unless included within the scope of the Contractor's Comprehensive General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

D) Additional Insurance

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

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

E) Insurer Policies

All policies of insurance required under this Contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota. All such insurers must also be acceptable to the Town, such acceptance by the Town to not be unreasonably withheld. All such policies of insurance shall contain a provision requiring the insurer to provide the Town's Paralegal/Secretary with at least 30 day prior written notice of any cancellation, non-renewal, or adverse material change in coverage.

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

F) Evidence of Insurance

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

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

G) Loss Information

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

information shall include such specifics and be in such form as the Town may reasonably require.

H) Release and Waiver

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

Subject to the first paragraph of this subsection **H**, the contractor hereby releases the Town, its officials, its officers, employees, agents, and others acting on the Town's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's business or property caused by fire or other peril was caused in whole or in part by the negligence or other act or omission of the Town or other party who is to be released by the terms hereof, or by anyone for whom such a party may be responsible.

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

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

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

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

I) Contractor is Responsible for Adequacy of Insurance

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

J) Insurance Terms

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

#### IV. DETAILED SPECIFICATIONS

##### THE SEALCOAT OF VARIOUS BITUMINOUS SURFACES IN WHITE BEAR TOWNSHIP, MINNESOTA 2019

1. SCOPE OF WORK

The work to be done under this contract includes the furnishing of all labor, materials, transportation, tools, supplies, plant equipment, etc., necessary for the complete and satisfactory cracksealing and sealcoating of various bituminous surfaces within the Town of White Bear as denoted on the attached map(s).

2. INSPECTION AND SUPERVISION

The Town of White Bear's Public Works Department is the authorized representative (Engineer) and will provide necessary inspection and construction administration for all work under this contract. The contractor shall give 48 hours prior notice whenever these services will be needed.

3. SPECIFICATIONS WHICH APPLY

The specifications of the Minnesota Department of Transportation "Standard Specifications for Construction," 2005 Edition shall apply using English measurement units as except as further modified in the Special Conditions as follows:

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

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

4. COMPLETION SCHEDULE

All work under this contract shall be completed on or before October 1, 2019.

5. COORDINATION OF WORK

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

6. PRECONSTRUCTION CONFERENCE

Prior to the start of work, there will be a pre-construction conference arranged by the Public Works Department. Representatives of the Town, the Contractor and private Utility Companies (if necessary) will be notified to be present at this meeting.

7. COMMENCING WORK

Work on this project shall not begin before August 5, 2019.

The Contractor shall notify the Public Works Department of his intentions to commence work at least one day (excluding Saturdays, Sundays and Holidays) prior to his moving onto the work site.

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

8. TRAFFIC CONTROL MEASURES

The Contractor will provide all flagmen (minimum of two or more if directed by Public Works Department), barricades, signs, and other traffic control devices as required during the construction operations at no additional cost to the Town. All traffic control devices shall conform to the latest Edition of Minnesota Manual on Uniform Traffic Control Devices, including Temporary Traffic Control Zone Layouts Field Manual dated January 2004.

9. PROTECTING UTILITIES AND PROPERTY

The Contractor shall be responsible for protecting utilities from damage and all vehicles/property from damage from drifting sealcoat material. The Contractor is responsible for any vehicle/property cleaning and repainting.

10. SPECIAL PROVISIONS

A.1 GENERAL

A.1-1 All areas shall be cracksealed prior to sealcoating.

A.1-2 All areas to be sealcoated shall be swept clean prior to sealcoating.

A.1-3 Special care shall be taken to avoid spilling bituminous material on adjacent concrete surfaces. Any spills shall be cleaned up immediately.

A.1-4 Because the park/street trails are heavily used by the public, there are restrictions on when the Contractor will be allowed to work. Contractor will be allowed to conduct his or her operations on Monday through Friday of each week. No sealcoating will be permitted on Saturday or Sunday, or at times when special events are planned for a park/street trail. No sealcoating will be allowed after 6 p.m. when trail use peaks.

A.1-5 Exact schedule of work will be approved by the Public Works Department representative before sealcoating begins at each park/street trail.

A.2 ACCESS

Access within a park/street trail is limited by the trees and vegetation next to the existing subgrade. Where appropriate, Public Works will aid the Contractor in determining where "access roads" may exist parallel to the trail.

In some locations, all access within the park will be only along the trail itself. Some areas will require driving or backing for long distances around sharp tight corners.

A.3 PATCHING

Patching will be completed by Public Works Department prior to Contractors start date.

A.4 CRACKFILLING

Crackfilling will be completed by the Contractor prior to the sealcoat application and will be considered incidental to the contract.

A.5 SEALCOATING

A.5-1 Weather Limitations

The sealcoat shall not be applied when the weather is foggy or rainy, or when the ambient temperature is below 45 degrees, Fahrenheit, nor shall the sealcoat be applied if such conditions are anticipated during the next eight (8) hours.

#### A.5-2 Quality of Workmanship

The finished surface of the sealcoating shall be free of ridges and tool marks. Application shall be of uniform thickness.

#### A.5-3 Application

The sealcoat material shall be applied by a machine which is specially designed for such work and is large enough to cover the width of the trail in one pass. The machine shall be equipped with a **spray bar** to apply the sealcoat material in a uniformly over the width of the bituminous surface. Operations will be closely inspected by the Public Works Department representative.

A.5-4 Product – Any of following sealcoat products are approved for this work:

- Masterseal concentrated asphalt sealer with aggregate as manufactured by Seal Master Company of St. Paul, MN, **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- GSB-88 Emulsified Sealer/Binder as manufactured by Asphalt Systems, Inc., **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- CRS-2p, polymer modified emulsion, 3 to 1 emulsion to water ratio, **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- BioSealcoat, **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- Star Green, **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- Star Triton, **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and**

that items A.5-4 b and c are also adhered to.

- Or approved equal
- a. Mixing Procedure  
**Mix concentrated sealer with four (4) pounds of silica sand per one (1) gallon of material to a uniform consistency before using.**

Silica sand aggregate graduation

<u>Sieve Size</u>	<u>Percentage by Weight Passing Sieves</u>
No. 16	100
No. 20	85-100
No. 30	15-85
No. 40	2-15
No. 100	0-2

Dependent on the product, if one coat is used then dilute each 100 gallons of sealer with 20-25 gallons of water. If two coats are used then, in the first coat, dilute each 100 gallons of sealer with 20-30 gallons of water. For the second coat, dilute each 100 gallons of sealer with 20-25 gallons of water.

- b. Application  
Dependent on the product used, applications may be made in one or two coats. If two coats are to be applied, apply second coat after first coat is dry to touch. It is recommended that the seal coat be allowed to cure 24 hours before opening to traffic.
- c. Coverage  
Total coverage for either a one or two coat application shall be .23 gal/sq.yd.

#### A.5-5 Basis of Payment

The basis of payment for seal coat shall be per square yard which will be considered to be payment for all labor and materials necessary to complete the work.

#### A.6 TRAIL PREPARATION

A.6-1 Edge cleaning – Prior to sealcoating, the Contractor will be required to clean the edges of the trails with a string trimmer or edger to remove all vegetation and other materials. This item is incidental and will not be paid for separately.

#### A.7 INSPECTION AND TESTING MATERIALS

A.7-1 All work will be done under the supervision of the Public Works Department representative.

A.7-2 Plant certification will be required for all sealcoat materials.

A.8 SIGNING AND BARRICADING

A.8-1 Contractor will be required to provide an adequate number of barricades and signs to prevent **all** public access to the portion of the trail under construction each day. Barricades shall be left in place until the particular operation has been completed or the sealcoat is completely cured.

A.8-2 At each barricade, Contractor shall furnish and place the typical information sign as detailed below and also the standard orange warning sign W21-2 "Fresh Oil".

A.8-3 Location of barricades and signs shall be as directed by the Public Works Department representative.

A.8-4 Plastic warning tape will be required to be placed along pathways in the public use areas.

A.9 LOAD LIMITS

A.9-1 Contractor shall take care to prevent damage to trails by his operations.

A.9-2 Contractor must confine his operations to the immediate area of the trail. Only the lightest loads will be permitted on the trail. A maximum of **300 gallons** will be allowed on any one load and a maximum of **26,000 GVW** on any vehicle used in the operation.

A.9-3 Any damage, ruts or erosion caused by the Contractor's operations must be repaired to the satisfaction of the Public Works Department representative.

A.10 STORAGE OF MATERIALS

Where possible, the Public Works Department will provide an area near the project where the Contractor can store and load materials.

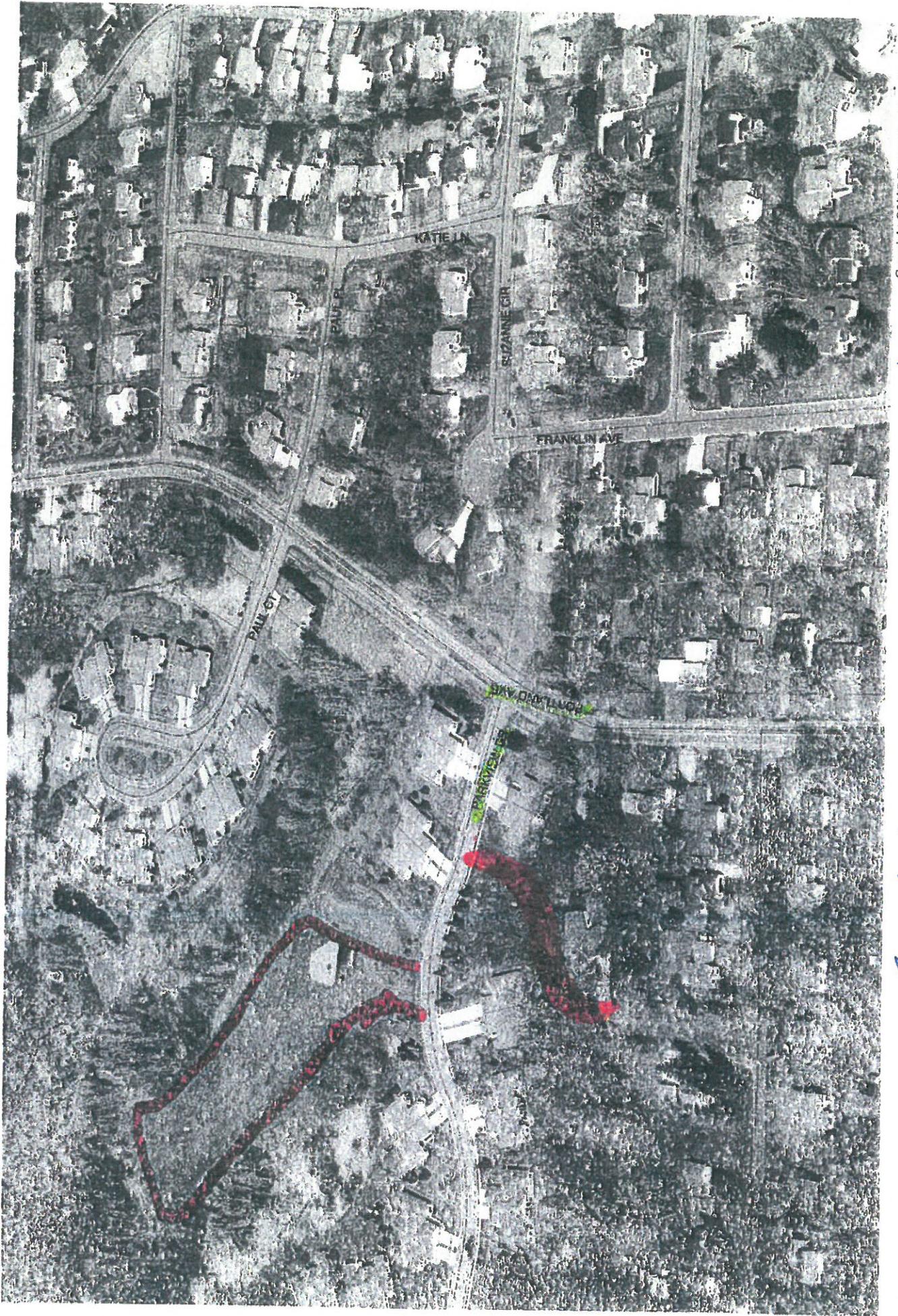


Centerville Road Trail runs from Hwy 96E to East Oaks Road, on the West side



 = Trail segment

*(Sound Ave Ext. to Parkview Dr.)*



*Page 1 (Over Meadows Park Trail)*







Google Maps



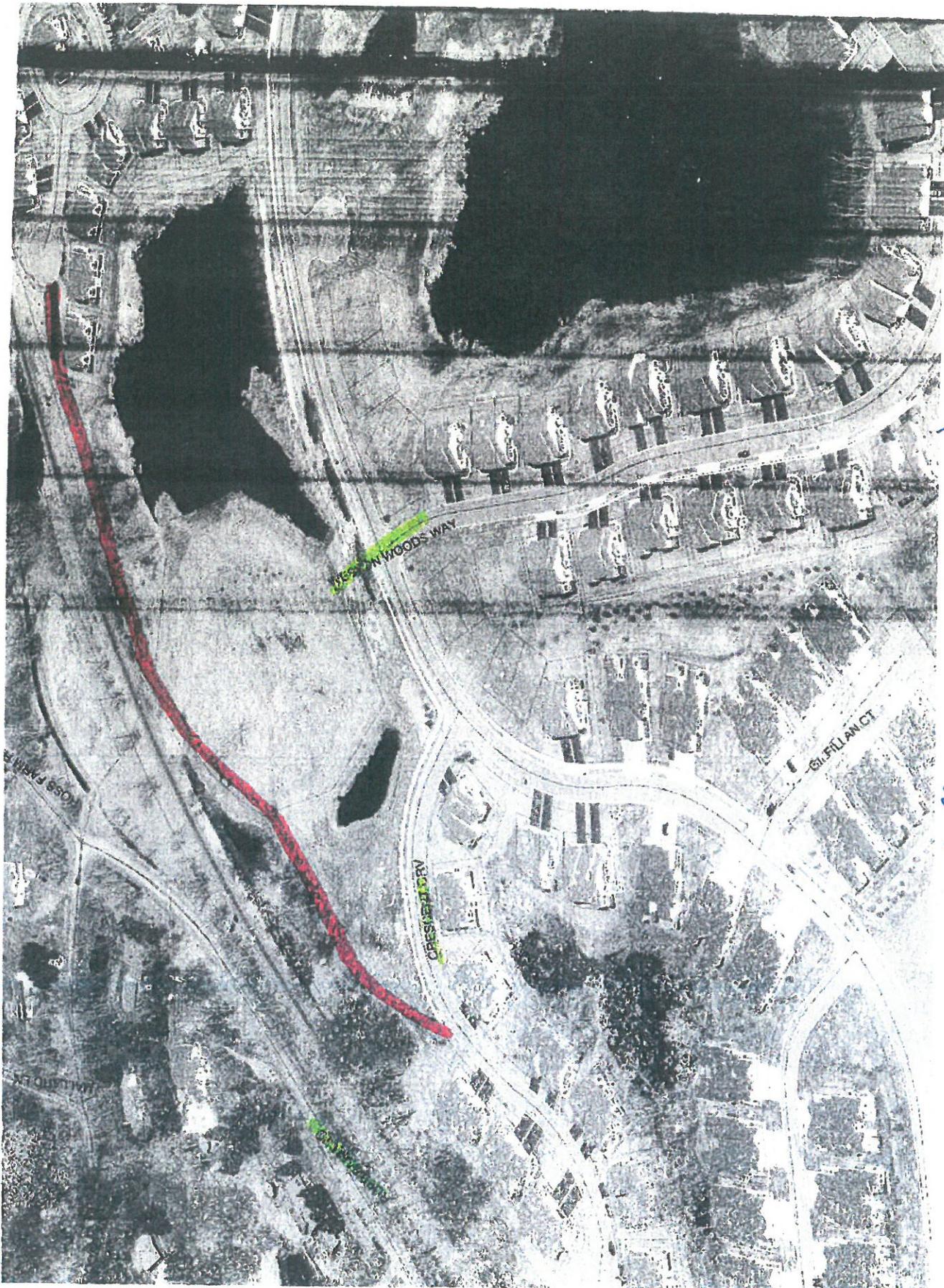
Imagery ©2019 Google, Map data ©2019 200 ft



Otter Lake Trail runs along the west side of Otter Lake Road from the School District trail on the south end to Hickory Trail on the North end.



Imagery ©2019 Google, Map data ©2019 50 ft



Page 1 (Moon Lake Park Trail)



*Page 1 (Columbia Park Trail)*

Google Maps

1399 Lynx Rd

Otter Lake School Trail from Lynx Road to bollards



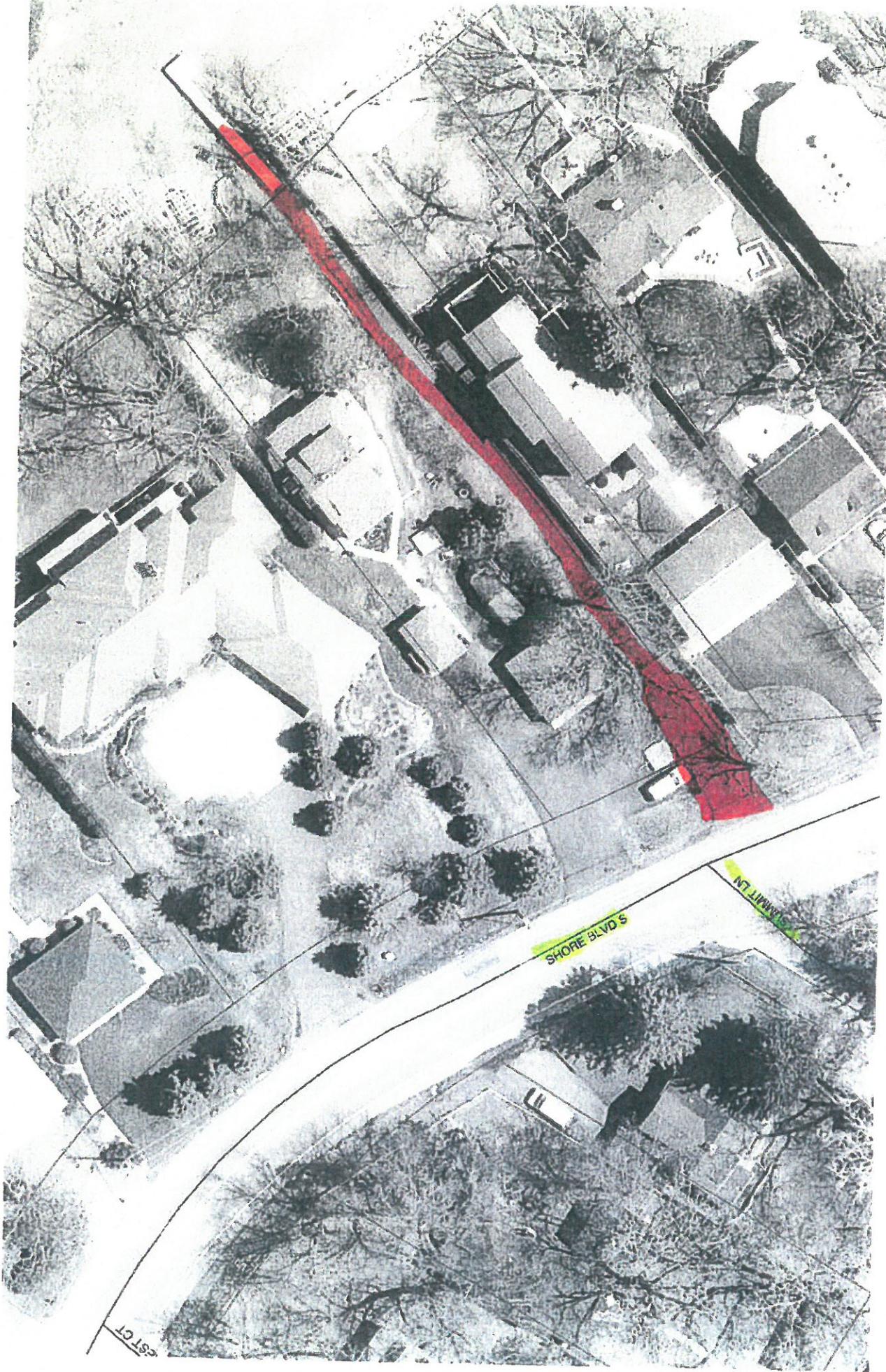
Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

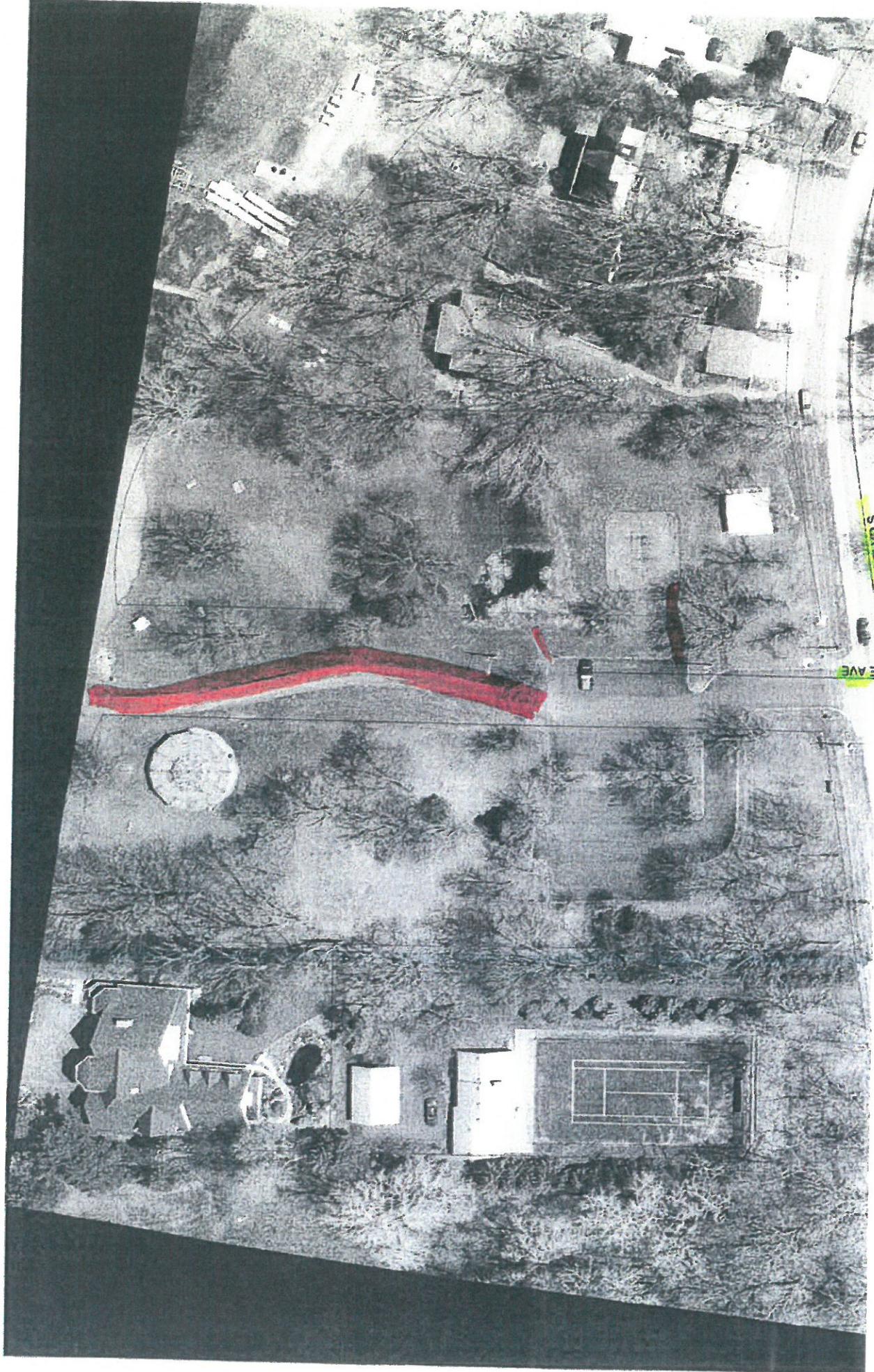
Google

Street View - Sep 2013





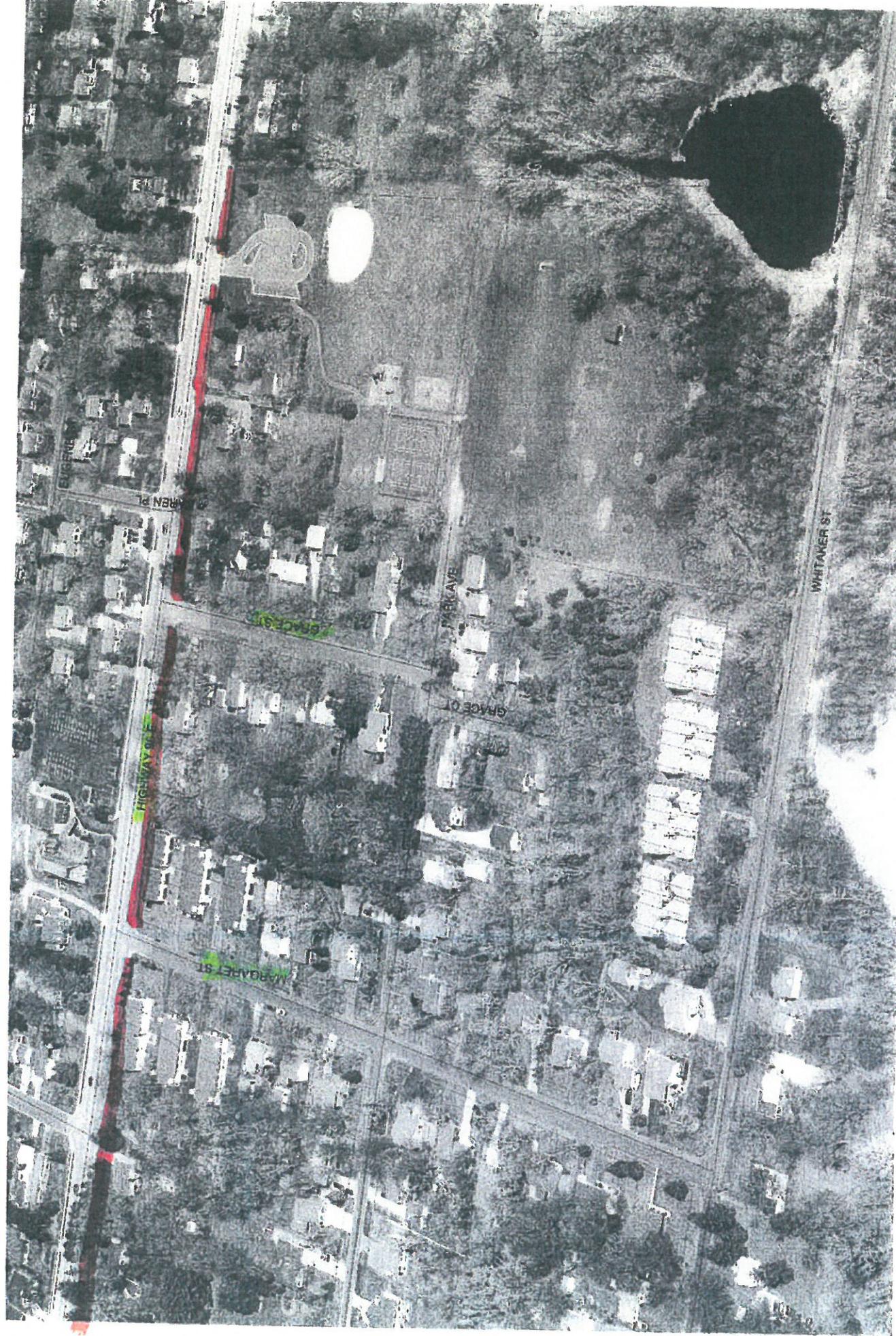
*Page 1 (Summer Lane Trail)*



*Page 1 (Belle Ave Beach Trails)*



*Close 1 (Highway 96 Trail)*



Page 2 (Highway 96 Trail)



3943 Stacker Pl

Well #1 Driveway looking to the West



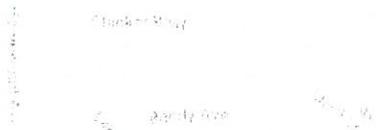
Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013

Martin Way



Google Maps

4099 Bellaire Ave

Well #2 Driveway looking to the West



Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013

Adventu

a Meteorologist  
Frank Watson



Dance Center



Google Maps 2230 Park Ave

Well #3 looking South Driveway has since been redone and is wider and longer Square footage for new driveway is correct in the bid form



Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013





5101 Dillon St

Well #4 looking East Includes a view of the Mead Park trail also

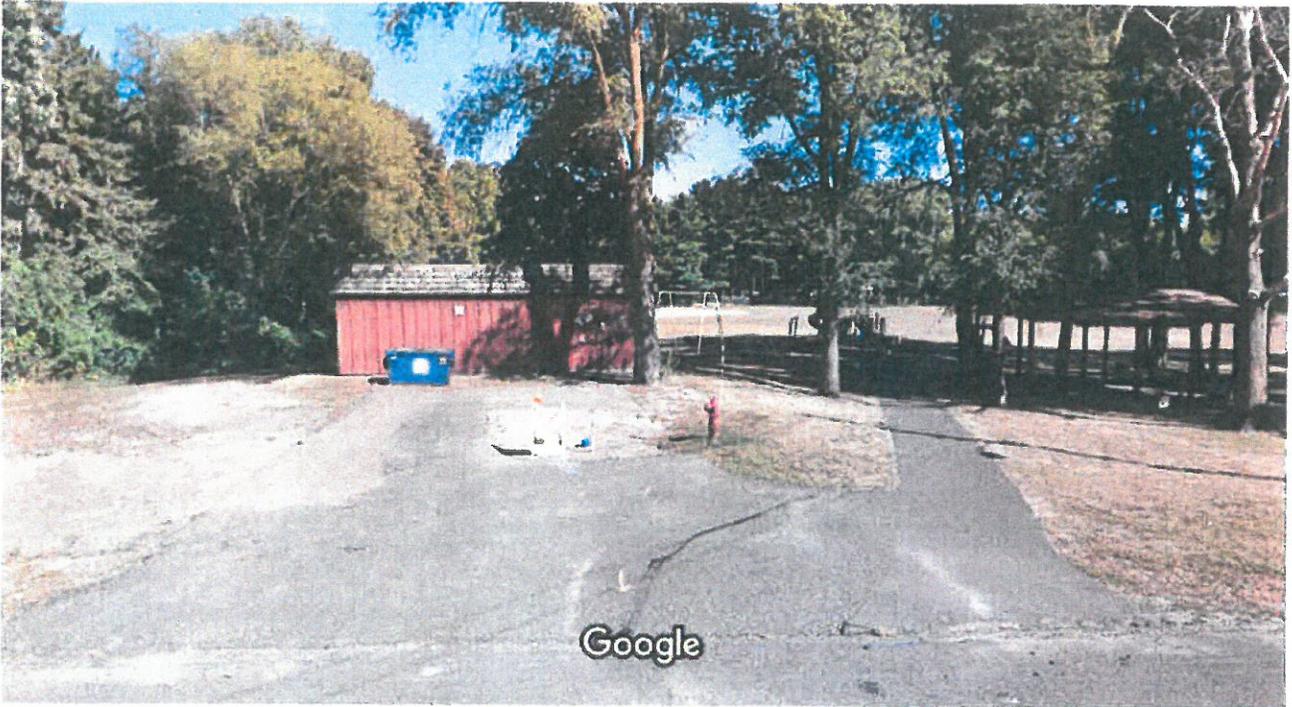


Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013





4326 County Rd 148

Well #5 driveway looking West



Image capture: Aug 2017 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Aug 2017

Lambert Creek

Milbert Plastic Services



### 2524 6th St

Well #6 Driveway looking West The driveway loops onto Buffalo Street The easterly loop has a portion that is concrete The estimated square yards are reflective of this

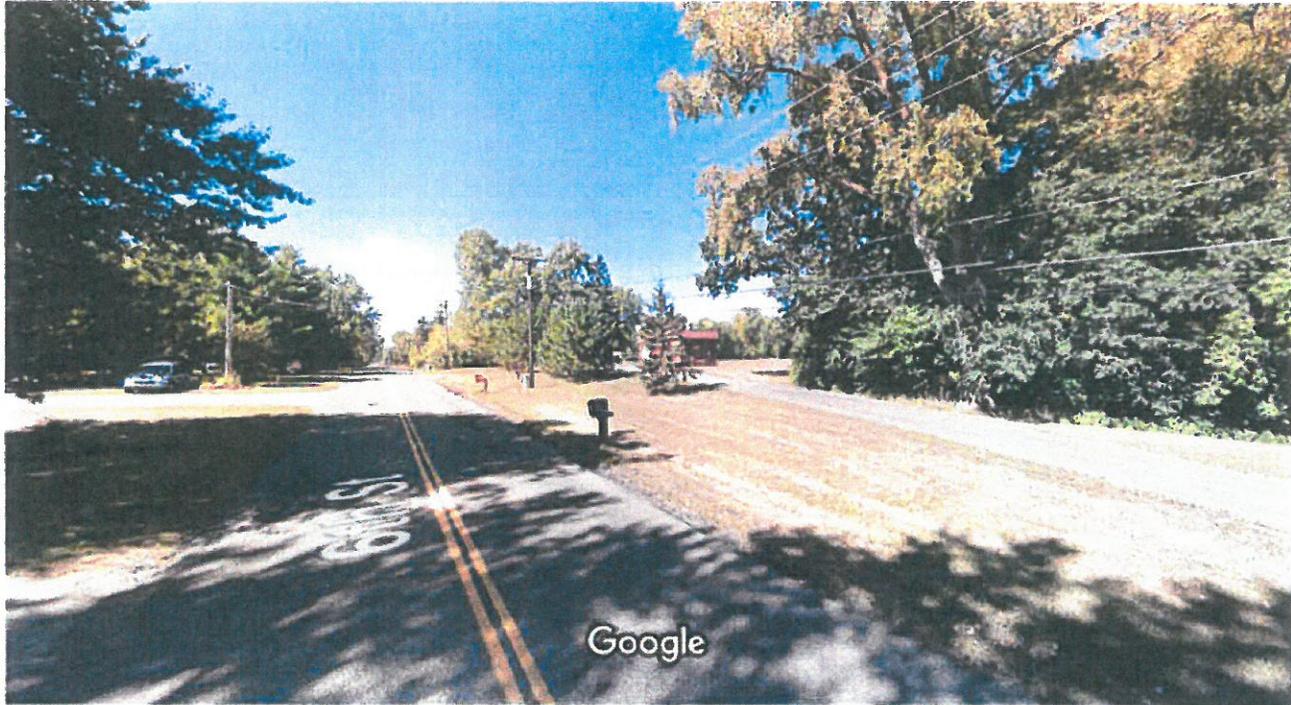


Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013

Eagle Brook Church - White Bear Lake Campus of Dance Center

King Jobs

89 The Refinery Detailing

Google Maps

4099 Portland Ave

Lift Station #1 looking North



Image capture: Aug 2017 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Aug 2017





### 5578 Otter View Trail

Lift Station #6 Driveway looking West

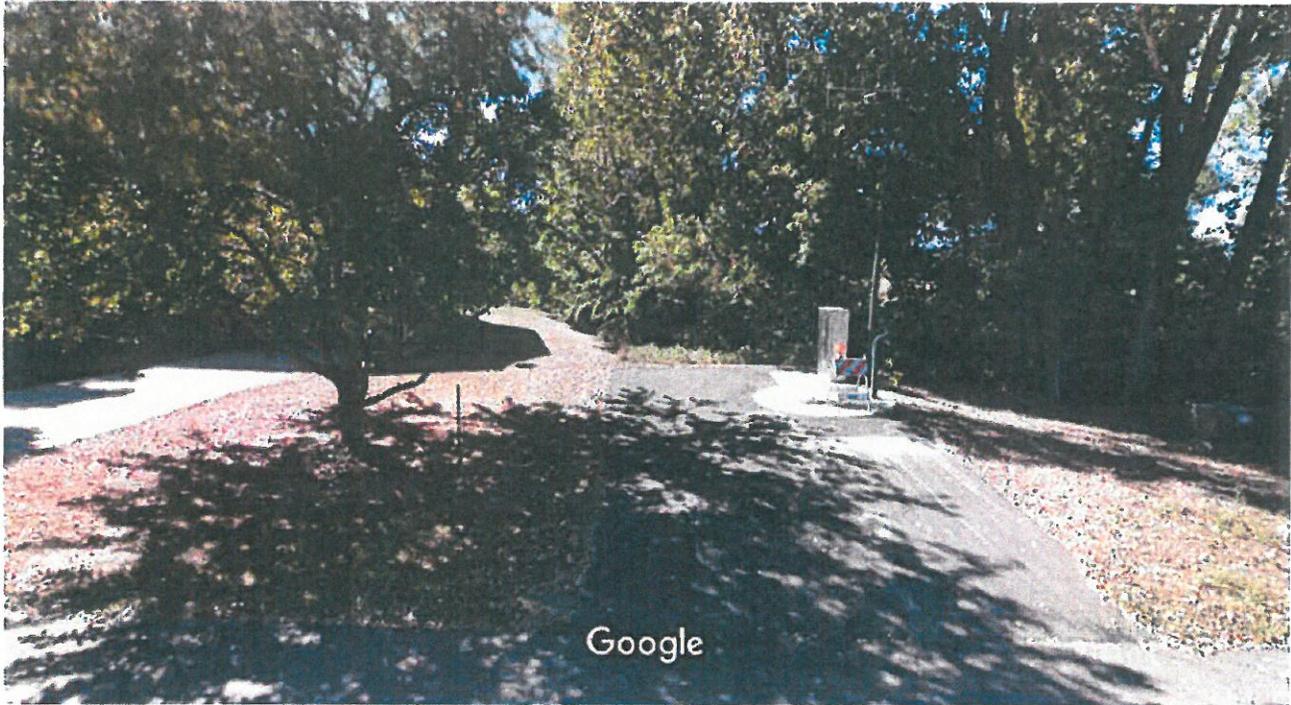


Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013





1499 Bibeau Rd

Lift Station #8 asphalt pad around the wetwell



Image capture: Sep 2013 © 2019 Google

White Bear Lake, Minnesota

Google

Street View - Sep 2013





**Town Board Meeting  
July 1, 2019**

**Agenda Number: 8C – New Business**

**Public Works Director Item:**

**Subject: 800 MHZ Radio Replacement:**  
1. Receive Quotes  
2. Award Quote

**Documentation: Public Works Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Public Works Review & Recommendation:

- 1) Receive Quotes
- 2) Award Quote for Replacement of the Eight 800 MHZ Radios to the Lowest Responsible Company, ANCOM, in the Amount of \$18,380.65 With Funding from the Capital Equipment Fund

## MEMORANDUM

Date: June 25, 2019

To: Town Board

From: Paul Peltier, Public Works Lead; Dale Reed, Public Works Director

Re: Replacement of Eight - 800 MHZ Radios

Public Works has in the CIP this year to upgrade 8 of the 800 MHZ radios, due to the loss of support for the current models from Motorola. These radios are used daily for communications between staff. They have been a very important part of our operations from water main breaks to jetting sewers to snow removal. Also, they provide a safety measure for staff out in the field working on their own is to have the ability to contact multiple other staff members if needed in an emergency. We also can use them in an event of local, regional or State emergency to communicate with other governmental agencies.

Funding for the 800MHZ radio replacement will come from the Capital Equipment Fund. Which has \$18,710.00 budgeted.

Quotes were received from three vendors:

1. Ancom \$18,380.65.
2. Motorola Solutions \$21,963.63
3. R&D Communications Inc. \$22,399.00

Town Board action is to receive the quotes and approve the quote from ANCOM for \$18,380.65.

DATE: 6/13/2019

CUSTOMER: White Bear Lake Township  
1281 Hammond Road  
White Bear Lake Township, MN

CONTACT: Mr. Paul Peltier  
PHONE: 651.402.5898

Sales: Dean R. Daninger  
Phone: 763.755.3377

Fax: 952.808.0034  
Email: dean.daninger@ancom.org

### MN State Contract Pricing 119587

Quantity	Description	List	Discount	Contract	Extended
<b>Motorola APX900 Model 2 Digital Portable Radio</b>					
8	H92UCF9PW6 N APX900 700/800 Portable radio	\$ 1,597.00	25%	\$ 1,197.75	\$ 9,582.00
8	QA04096 ENH: P25 TRUNKING	\$ 1,070.00	25%	\$ 802.50	\$ 6,420.00
8	H122 PMAF4022 ADD: 1/4 Wave 7/800 GPS Stubby Antenna	\$ 9.00	25%	\$ 6.75	\$ 54.00
8	QA06765 ADD: LIION Impres 3000 MAH	\$ 85.00	25%	\$ 63.75	\$ 510.00
8	H885 ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$ 90.00	0%	\$ 90.00	\$ 720.00
<b>Accessories</b>					
6	PMMN4069 IMPRES Remote Speaker Microphone	\$ 133.00	25%	\$ 99.75	\$ 544.50
0	XXXX Wireless Remote Speaker Mic	\$ -	-	\$ -	\$ -
2	PMPN4174 APX IMPRES Charger	\$ 76.00	25%	\$ 57.00	\$ 114.00
<b>Options</b>					
0	NNTN8525A Travel Charger	\$ 95.00	25%	\$ 71.25	\$ -
0	NNTN7616 IMPRES Vehicular Charger	\$ 380.00	25%	\$ 285.00	\$ -
1	PMPN4284 Multi Unit Charger	\$ 655.00	25%	\$ 491.25	\$ 491.25
				<b>Total</b>	<b>\$ 18,380.65</b>

Purchase order is made out to:

Motorola Solutions  
500 West Monroe  
Chicago, IL 60661

Please include on the purchase order:  
Net 30 days

Payment per State contract.  
State Bid Contract Number: 119587

Email copy of Purchase order to:

dean.daninger@ancom.org

# Quotation for:

**Customer:** White Bear Township  
**Address:** 1281 Hammond Road  
 White Bear Lake Township, MN  
**City/State/Zip:**  
**Contact:** Paul Peltier  
**Phone / Fax:**  
**Quotation Date:** 6/13/2019

**Prepared by**  
**R & D Communications Inc.**  
 PO Box 421  
 Rogers, MN 55374  
 Phone: (763) 428-7884  
 Fax: (763) 428-7886  
 Representative: Randy Beach

Qty	Part Number	Description	List	Customer Cost	Extended Cost
8		<b>Motorola APX900 Portable Radios</b> Includes all standard options Stubby antenna, P25 Trunking 3000MAH battery 2 year additional warranty		\$2,600.00	\$20,800.00
6		<b>Remote Speaker Microphone</b>		\$129.00	\$774.00
2		<b>Desk Chargers</b>		\$75.00	\$150.00
1		<b>Multi Unit Charger</b>		\$650.00	\$650.00
**This quotation is valid for thirty (30) days from today's date.					

**FOB:** Shipping Point - Rogers, MN U.S.A.  
**Payment Terms:** C.O.D., VISA, MasterCard or Net30 (upon approval)

**Subtotal** \$22,374.00  
**Freight** \$25.00  
**Sale Tax** exempt  
**Grand Total** \$22,399.00

Please feel free to call Randy at 763-428-7884 with any questions regarding this proposal or any other item you need assistance with.

Internal Use Only  
Management Approval

Initials Date

Authorized Representative

Customer Acceptance

Date

The information contained within this quotation is considered confidential, and is for customer use only.



# MOTOROLA SOLUTIONS

Quote Number: QU0000480613  
 Effective: 13 JUN 2019  
 Effective To: 12 AUG 2019

**Bill-To:**

WHITE BEAR TOWNSHIP  
 1281 HAMMOND RD  
 WHITE BEAR LAKE, MN 55110  
 United States

**Ultimate Destination:**

WHITE BEAR TOWNSHIP  
 1281 HAMMOND RD  
 WHITE BEAR LAKE, MN 55110  
 United States

**Attention:**

Name: Mr. Paul Peltier  
 Phone: 651.402.5898

**Sales Contact:**

Name: Dean Daninger  
 Email: dean.daninger@ancom.org  
 Phone: 7637553377

Contract Number: 21629 --- National Convenience  
 Freight terms: FOB Destination  
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	8	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	\$1,597.00	\$1,437.30	\$11,498.40
1a	8	QA06765AA	ALT: IMPRESS LI-ION 3000MAH	\$85.00	\$76.50	\$612.00
1b	8	QA04096AA	ENH: P25 TRUNKING	\$1,070.00	\$963.00	\$7,704.00
1c	8	H885BK	ADD: 3Y ESSENTIAL SERVICE	\$90.00	\$90.00	\$720.00
1d	8	H122BY	ALT: 1/4- WAVE 7/800 STUBBY (PMAF4022A)	\$9.00	\$8.10	\$64.80
2	6	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	\$133.00	\$113.05	\$678.30
3	2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$76.00	\$64.60	\$129.20
4	1	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	\$655.00	\$556.75	\$556.75

**Total Quote in USD****\$21,963.45****THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 8D – New Business**

**Public Works Director Item:**

**Subject: 2019 Gate Valve Repair:**  
1. Receive Quotes  
2. Approve Quote

**Documentation:** Public Works Staff Memo w/ attachments

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Public Works Review & Recommendation:

- 1) Receive Quotes
- 2) Approve Quote for the 2019 Gate Valve Repair Work to the Lowest Responsible Company, Miller Excavating, Inc., in the Amount of \$10,262.32 With Funding from the Water Operating Budget/Fund

## MEMORANDUM

Date: June 25, 2019

To: Town Board

From: Paul Peltier, Public Works Lead; Dale Reed, Public Works Director

Re: 2019 Various Gate Valve Repairs

Public Works has two gate valves that need to be excavated and repaired. One is a leaky gate valve located at Hennessy Vista and Otter Lake Rd (on Hennessy Vista and the other needs a new valve box installed at 5692 Centerville Rd so we can operate the valve. The quotes include the necessary labor, parts and traffic control to complete the work.

The repair work will be funded by the Water Operating Budget/Fund.

Quotes were requested from the follow vendors below:

1. Miller Excavating Inc. \$10,262.32
2. Olson's Sewer Service Inc. \$10,995.00
3. Valley-Rich Co Inc. \$12,650.00

Town Board action is to accept the quotes and approve the quote from Miller Excavating for \$10,262.32.



# Olson's Sewer Service Inc. Olson's Excavating Service

17638 Lyons Street NE  
 Forest Lake, MN 55025  
 (651) 464-2082 Fax (651) 464-9029

PROPOSAL SUBMITTED TO <b>White Bear Lake Township</b>		PHONE <b>(651) 402-5898</b>	DATE <b>6/24/2019</b>
STREET <b>1281 Hammond Road</b>		JOB NAME <b>Valve Repair</b>	
CITY, STATE AND ZIP CODE <b>White Bear Lake, MN 55110</b>		JOB LOCATION <b>Centerville Road / Hennesy Vista</b>	
ARCHITECT/DESIGNER		EMAIL <b>paul.peltier@whitebeartownship.org</b>	

We hereby submit specifications and estimates for:

Item	Description of Work to be Done	Cost
Gate Valve Box - Centerville Road	We will saw cut the concrete in the area of the valve box, remove the concrete and haul it off site for disposal. We will excavate to expose the gate valve box and replace it with parts supplied by White Bear Township. We will backfill the excavation with excavated materials.  Traffic control signage included. No dewatering included. Right of Way permit, parts and concrete restoration to be supplied by White Bear Township and are not included in the price.	\$6,078.50
Bolts on Gate Valve - Hennesy Vista	We will saw cut the asphalt in the area of the valve, remove the asphalt and haul it off site for disposal. We will excavate to expose the gate valve and replace the worn bolts with new bolts supplied by White Bear Township. We will backfill the excavation with excavated materials.  No dewatering included. Parts and street restoration to be supplied by White Bear Township and are not included in the price.	\$4,916.50

**Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied the labor or material for the improvement and who gave you timely notice. We reserve the right to file a lien if payment in full is not received within 30 days of the invoice date. Any additional costs will be added to the bill for interest, legal expenses, attorney fees, and /or collection costs.**

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

**AS NOTED ABOVE**

Payment to be made as follows:

**TO BE PAID IN FULL UPON RECEIPT OF INVOICE.**

**A SIGNED CONTRACT IS NECESSARY TO PERFORM THE WORK DESCRIBED ABOVE.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

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

Date of Acceptance   X  

Authorized Signature

**Jon M. Olson**

Note: We may withdraw this proposal if not accepted within 30 days.

Signature

  X  

Signature

  X

Date: 6/12/19  
Bid: #19239 P



Project: White Bear Township – Gate Valve Rebuilds  
Location: White Bear Township, MN

### Site Utilities

Valley-Rich Co., Inc. will provide labor, equipment, and materials needed to excavate and rebuild (2) gate valves. One valve is located at the corner of Hennessy Vista and Otter Lake Rd and the other valve is located at 5692 Centerville Rd. **All restoration is by the City. All County permits are by the City.**

**Base Bid: \$12,650**

**Note:**

This proposal is good for 30 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided. **A 3% service charge will be added to all payments made via credit card.**

Respectfully,

Pete Nasvik

**Exclusions:**

Dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

147 Jonathan Blvd. N., Ste. 4  
Office: (952) 448-3002

Chaska, Minnesota 55318  
Fax: (952) 448-3362



## MILLER EXCAVATING, INC.

3741 Stagecoach Trail North

Stillwater, MN 55082

Estimator: Steve St.Claire

Phone / Fax: 651-439-1637 / 651-351-7210

Email: office@millerexc.com

Quote To: White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110  
Attn: Paul Peltier  
Phone: 651-747-2773  
Email: paul.peltier@whitebeartownship.org

Job Name: Gate Valve Repairs  
Job Address:  
Job Location: White Bear Township, MN  
Date: June 22, 2019  
Estimate #: 19277

ITEM	DESCRIPTION				AMOUNT
100	MOBILIZATION				
110	TRAFFIC CONTROL				
120	SAWCUT BITUMINOUS PAVEMENT				
130	REMOVE BITUMINOUS PAVEMENT				
140	REPAIR EXISTING GATE VALVE				
150	BACKFILL W/ MATERIAL ONSITE				
160	10" AGGREGATE BASE				
	<b>SUBTOTAL HENNESSY VISTA</b>				<b>\$4,535.45</b>
200	MOBILIZATION				
210	TRAFFIC CONTROL				
220	SAWCUT CONCRETE PAVEMENT				
230	REMOVE CONCRETE DRIVEWAY				
240	EXCAVATE EXISTING GATE VALVE				
250	INSTALL NEW GATE VALVE BOX & ADAPTER				
260	BACKFILL W/ MATERIAL ONSITE				
270	12" AGGREGATE BASE				
	<b>SUBTOTAL 5692 CENTERVILLE ROAD</b>				<b>\$5,726.87</b>
<b>GRAND TOTAL</b>					<b>\$10,262.32</b>

### NOTES:

Quote valid for 30 days.

Proposal based on one (1) mobilization to complete the work. Additional mobilizations to be charged at \$300.00 each.

Retainage as withheld by Owner. Not to exceed 5%.

Sales taxes included (if applicable)

No bond included (if required)

Payment due within 30 days of initial invoice. Past due accounts will accrue 1.5% per month service charge.

Standard insurance included.

Gopher State One Call locates included 4 business days prior to start of work.

Miller Exc. is not responsible for weather, utility conflicts, other contractors, strikes, lockouts, material shortages, acts of god,

or other circumstances beyond our control that may delay the completion of the work.  
All items listed above are tied, unless arrangements are made PRIOR to bid opening.  
The information in this proposal is considered confidential between the two parties listed.  
Township to provide necessary parts to complete repairs.  
All work to be completed during normal business hours. (Monday thru Friday 700 am to 500 pm)

THIS PROPOSAL HAS BEEN PREPARED ACCORDING TO THE FOLLOWING DOCUMENTS:

PLANS:Per site visit  
SPECS:Per Township standards  
GEOTECHNICAL:None  
ADDENDA:None

THE FOLLOWING ITEMS ARE EXCLUDED FROM OUR PROPOSAL:

Surveying, staking, blue tops, or project layout  
Waiver of Subrogation  
Private utility locating  
Winter conditions (frost ripping, frost blankets, road restrictions, ground thawing, etc.)  
Vapor barrier, foundation insulation, or waterproofing  
Contaminated material testing, excavation, abatement, remediation.  
Final tolerance of aggregate base prior to concrete and/or asphalt  
Sod, seed, hydroseeding, straw mulch, or erosion blanket  
Hand raking, rock removal, final tolerance prior to seeding and/or sod  
Soil correction  
Dewatering of site  
Rock excavation  
Retaining wall excavation or backfill  
Fence removal or reinstallation  
ROW degradation fees or permits  
Downspout connections  
Concrete equipment or cleanout pads  
Landscaping or irrigation installation and/or repair  
Tree trimming, removal, grubbing  
Temporary access road grading, gravel, or removal  
Soil testing. Gradations for imported materials available upon request.  
Electrical or irrigation conduit installation  
Concrete or bituminous paving

PROPOSAL ACCEPTANCE

We hereby accept the proposal for the work as outlined above and agree to the terms and conditions as listed. Any alteration or deviation from the work as specified above will become extra work over the estimate and will be paid as a change order to the original contract. Miller Excavating, Inc. is authorized to proceed with the work. Payment will be made according to the terms outlined above.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Town Board Meeting  
July 1, 2019**

**Agenda Number:** 8E – General Business

**Subject:** Windstream NorthStar, LLC – Approve First Amendment to Site Use Agreement @ 4151 Old Hoffman Road

**Documentation:** First Amendment to Site Use Agreement / Emails / Miscellaneous Info

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the First Amendment to Site Use Agreement Between White Bear Township & Windstream NorthStar, LLC for the Premises at 4151 Old Hoffman Road Beginning November 1, 2019 through October 31, 2024

## FIRST AMENDMENT TO SITE USE AGREEMENT

THIS FIRST AMENDMENT TO SITE USE AGREEMENT (“Amendment”), dated 13<sup>th</sup> day of May, 2019, by and between **Town of White Bear (“Permitor”)** and **Windstream NorthStar, LLC**, successor in interest to NorthStar Access (“Permittee”),

WHEREAS, PERMITOR and PERMITEE, entered into a Site Use Agreement dated November 1, 1999 (“Lease”), whereby PERMITOR leased to PERMITEE certain Premises located at 4151 Old Hoffman Road, White Bear Lake, MN 55110 and;

WHEREAS, PERMITOR and PERMITEE, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PERMITOR and PERMITEE agree as follows:

**1. Paragraph 3 – Term.**

This Lease is extended to be for a term of five (5) years (“Lease Term”) beginning November 1, 2019 through October 31, 2024. PERMITEE shall have a right to renew the Lease Term for three (3) additional terms of five (5) years for each term (each being a “Renewal Term”). The Lease Term and each subsequent Renewal Term will automatically renew unless PERMITEE notifies PERMITOR in writing, of PERMITEE’s intent not to renew on or before the expiration of its current Lease Term or Renewal Term.

**2. Paragraph 4 – Rent.**

- (a) Each month during the Lease Term PERMITEE shall pay One Thousand One Hundred and Fourteen Dollars and Thirty-Eight cents (\$1114.38) (“Lease Payment”) to PERMITOR as rent. Said rent shall be payable in advance to PERMITOR on or before the first day of each calendar month. The annual rent will be increased by Three (3%) per year for each term of the Lease Term and each year for any Renewal Term.
3. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
4. All capitalized terms used but not defined shall have the same meanings as defined in the Agreement.

*IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.*

**“PERMITOR”**

**Town of White Bear**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“PERMITEE”**

**Windstream NorthStar, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## Patti Walstad

---

**From:** Chad Lemmons <chadlemmons@kellyandlemmons.com>  
**Sent:** Wednesday, May 29, 2019 10:53 AM  
**To:** Patti Walstad  
**Subject:** RE: 4151 Old Hoffman Road, White Bear Lake, MN

Good afternoon,

You requested that I review the First Amendment to Site Use Agreement regarding the property located at 4151 Old Hoffman Road.

Paragraph 1 contains a five year extension commencing Nov. 1, 2019 with the right of Windstream to extend it for three additional five year terms. The Lease will automatically renew unless Windstream notifies you of its intent not to renew. I would recommend one change in Paragraph 1. If they do not intend to renew then they should notify you no more than 90 days and no less than 30 days prior to the termination date of the renewal. The present language would allow them to issue notice of termination on the last date of the Lease term extension.

Paragraph 2(a) calls for month rent of \$1,114.38 with an annual increase of 3% per annum.

Paragraph 3 states that in the event that any inconsistency between this First Amendment and the original site use agreement that this First Amendment shall control. That except for Amended by this First Amendment all of the terms and conditions of the Agreement remain in full force and effect.

Given the fact that you are now considering selling the Leases to an investor you may want to discuss this amendment with the potential investor before you execute it.

Thank you.

**\*\*Please note our office has moved\*\***

Chad D. Lemmons  
Attorney at Law



Phone: (651) 224-3781 Fax: (651) 223-8019

Email: [chadlemmons@kellyandlemmons.com](mailto:chadlemmons@kellyandlemmons.com)

Kelly & Lemmons, P.A. | 2350 Wycliff Street, Suite 200 | St. Paul, MN 55114

Attention: Any tax advice in this message is not intended or written to be used and cannot be used for the purpose of avoiding any federal tax penalties. This message and any attachments are intended only for the named recipient(s), and may contain information that is confidential, privileged, attorney work product, or exempt or protected from disclosure under applicable laws and rules. If you are not the intended recipient(s), you are notified that the dissemination, distribution, or copying of this message and any attachments is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at either the email address or the telephone number included herein and delete this message and any of its attachments from your computer and/or network. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege, protection, or doctrine. Thank you.

---

**From:** Patti Walstad <Patti.Walstad@whitebeartownship.org>  
**Sent:** Monday, May 13, 2019 2:45 PM

**To:** Chad Lemmons <chadlemmons@kellyandlemmons.com>  
**Subject:** FW: 4151 Old Hoffman Road, White Bear Lake, MN

Hi Chad can you look this over – please see below.

Thanks, Patti

---

**From:** Hoover, Tammy <Tammy.Hoover@windstream.com>  
**Sent:** Monday, May 13, 2019 2:41 PM  
**To:** Patti Walstad <Patti.Walstad@whitebeartownship.org>  
**Cc:** Hoover, Tammy <Tammy.Hoover@windstream.com>  
**Subject:** FW: 4151 Old Hoffman Road, White Bear Lake, MN

Patti,

My name is Tammy Hoover and I manage Windstream's Network Real Estate department. Molly Reich, with whom you have been working with, has moved into a new position, within our team, and I will be your point of contact working through this renewal request.

I have attached an Amendment for your review. Please let me know if you have any questions or concerns.

Sincerely,  
Tammy

**Tammy Hoover**  
Manager – Network Real Estate | Windstream  
4001 N. Rodney Parham Road, Ste. 300  
Little Rock, AR 72212  
Mail Stop: 1170-B3F03  
[tammy.hoover@windstream.com](mailto:tammy.hoover@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)  
o: 501-748-6985

---

**From:** Reich, Molly C  
**Sent:** Monday, March 11, 2019 11:40 AM  
**To:** 'Patti Walstad' <Patti.Walstad@whitebeartownship.org>  
**Subject:** RE: 4151 Old Hoffman Road, White Bear Lake, MN

Thanks, Patti. I'll get to working on the amendment and send to you. Will be in touch.

--

**Molly Reich**  
Consultant – Real Estate

469.341.3218 office  
501.454.4476 cell  
[molly.c.reich@windstream.com](mailto:molly.c.reich@windstream.com)

**WINDSTREAM ENTERPRISE**

16479 Dallas Parkway, Suite 700

Addison, TX 75001  
windstreamenterprise.com

---

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**Sent:** Monday, March 11, 2019 10:32 AM  
**To:** Reich, Molly C <[Molly.C.Reich@windstream.com](mailto:Molly.C.Reich@windstream.com)>  
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Hello Molly,

When you have a draft Agreement regarding renewal please forward it to me so that I can present to our Town Board/Town Attorney.

Thanks, Patti

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**Sent:** Friday, March 8, 2019 8:50 AM  
**To:** Patti Walstad <[Patti.Walstad@whitebeartownship.org](mailto:Patti.Walstad@whitebeartownship.org)>  
**Subject:** 4151 Old Hoffman Road, White Bear Lake, MN

Hi, Patti.

I just left you a voicemail. I am with Windstream Communications. We lease a small hut from you all at the above address. I'm showing this agreement expires 10-31-19. We are wanting to renew our agreement with you. Could you help me with that? Thanks.

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Consultant – Real Estate

469.341.3218 office  
501.454.4476 cell  
[molly.c.reich@windstream.com](mailto:molly.c.reich@windstream.com)

**WINDSTREAM ENTERPRISE**

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## Patti Walstad

---

**From:** Hoover, Tammy <Tammy.Hoover@windstream.com>  
**Sent:** Wednesday, May 29, 2019 2:36 PM  
**To:** Patti Walstad  
**Cc:** Hoover, Tammy  
**Subject:** FW: 4151 Old Hoffman Road, White Bear Lake, MN  
**Attachments:** L425-MN-001.TownOfWhiteBear.Amd01.2019.05.13.doc

Patti,

I wanted to follow up on the below email/attachment.

Thank you,  
Tammy

**Tammy Hoover**  
Manager – Network Real Estate | Windstream  
4001 N. Rodney Parham Road, Ste. 300  
Little Rock, AR 72212  
Mail Stop: 1170-B3F03  
[tammy.hoover@windstream.com](mailto:tammy.hoover@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)  
o: 501-748-6985

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**From:** Hoover, Tammy  
**Sent:** Monday, May 13, 2019 2:41 PM  
**To:** [patti.walstad@whitebeartownship.org](mailto:patti.walstad@whitebeartownship.org)  
**Cc:** Hoover, Tammy <Tammy.Hoover@windstream.com>  
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[windstreamenterprise.com](http://windstreamenterprise.com)

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**To:** Patti Walstad <Patti.Walstad@whitebeartownship.org>  
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RECEIVED



MAR 26 2018

Dear Windstream Supply Partners:

As part of Windstream's commitment to keep vendors up to date regarding key milestones related to Windstream's voluntary petition for Chapter 11 reorganization, I wanted to provide context for the enclosed "Notice of Commencement." This is a legal notice and is meant to inform various stakeholders of the company about the reorganization process we entered a few weeks ago. This is a routine part of every Chapter 11 case and any party who has had a recent association with Windstream or its filing subsidiaries received this notice.

As part of this process, we are required to distribute certain legal documents and notices that provide information about our reorganization to you as a vendor. The first notice (enclosed) is the Notice of Commencement of the Chapter 11 proceedings, which includes information about the process. Other notices will follow at later dates.

Entering the Court-supervised process will ensure that we have access to the capital and resources we need to continue building on Windstream's strong operational momentum. Windstream continues to maintain a strong underlying business, and we expect to emerge from this process even better positioned to invest in our business, expand our speed and capabilities for our customers and compete for the long term.

A set of FAQs to address some of your initial questions can be accessed by visiting Windstream's restructuring website at [www.windstreamrestructuring.com](http://www.windstreamrestructuring.com). The website also includes additional resources for customers, vendors and other stakeholders, and other information on Windstream's filings. Court filings and other documents related to the Chapter 11 process are available on a separate website administered by Windstream's claims agent, Kurtzman Carson Consultants LLC ("KCC") at <http://www.kccllc.net/windstream>. Information is also available by calling 877-759-8815 (toll-free in the U.S.) or +1-424-236-7262 (for parties outside the U.S.).

Please visit the restructuring website or contact the call center and please do not contact personnel within Windstream with your initial inquiries. Any questions that are not addressed on the website or that cannot be answered by the call center will be escalated daily to the Vendor Resource Group, who will reach out to you within two business days of your call.

While we may not have all of the answers today, we are committed to keeping you informed throughout this process as there are updates to share.

We are proud of the long-standing relationship we have with your organization. Thank you for your continued support.

Sincerely,

A handwritten signature in black ink that reads "Mark M. Reed". The signature is written in a cursive, flowing style.

Mark M. Reed  
SVP & Chief Procurement Officer

**Information to identify the case:**

Debtor: Windstream Holdings, Inc. EIN: 46-2847717  
Name

United States Bankruptcy Court for the Southern District of New York

Case Number: 19-22312 (RDD) Date case filed for Chapter 11: 02/25/2019

**Official Form 309F (For Corporations or Partnerships)****Notice of Chapter 11 Bankruptcy Case**

12/17

**For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered. This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.**

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at [www.pacer.gov](http://www.pacer.gov)).

**The staff of the bankruptcy clerk's office cannot give legal advice.**

**Do not file this notice with any proof of claim or other filing in the case.**

**1. Debtors' full name: See chart below. List of Jointly Administered Cases**

NO.	DEBTOR	CASE NO.	EIN #
1.	Windstream Holdings, Inc.	19-22312	46-2847717
2.	Windstream Business Holdings, LLC	19-22310	46-4238089
3.	Allworx Corp.	19-22345	26-0259247
4.	American Telephone Company, LLC	19-22349	20-5108783
5.	ARC Networks, Inc.	19-22362	11-3464934
6.	A.R.C. Networks, Inc.	19-22338	11-3240814
7.	ATX Communications, Inc.	19-22368	13-4078506
8.	ATX Licensing, Inc.	19-22371	23-3039838
9.	ATX Telecommunications Services of Virginia, LLC	19-22377	31-1773888
10.	Birmingham Data Link, LLC	19-22382	26-3497422
11.	BOB, LLC	19-22387	02-0754753
12.	Boston Retail Partners LLC	19-22392	27-0447904
13.	BridgeCom Holdings, Inc.	19-22403	13-4162965
14.	BridgeCom International, Inc.	19-22408	13-4123985
15.	BridgeCom Solutions Group, Inc.	19-22428	13-4123989
16.	Broadview Networks, Inc.	19-22456	16-1401082
17.	Broadview Networks of Massachusetts, Inc.	19-22440	11-3448054
18.	Broadview Networks of Virginia, Inc.	19-22454	06-1596404
19.	Broadview NP Acquisition Corp.	19-22461	51-0402734
20.	Buffalo Valley Management Services, Inc.	19-22463	84-1619403
21.	Business Telecom of Virginia, Inc.	19-22466	56-2131188
22.	Business Telecom, LLC	19-22469	56-1426866
23.	BV-BC Acquisition Corporation	19-22471	20-5377846
24.	Cavalier IP TV, LLC	19-22474	20-2386185
25.	Cavalier Services, LLC	19-22313	20-2047841
26.	Cavalier Telephone Mid-Atlantic, L.L.C.	19-22315	54-2028580
27.	Cavalier Telephone, L.L.C.	19-22317	54-1914822
28.	CCL Historical, Inc.	19-22319	23-3032245

NO.	DEBTOR	CASE NO.	EIN #
29.	Choice One Communications of Connecticut Inc.	19-22322	15-1564111
30.	Choice One Communications of Maine Inc.	19-22324	16-1564112
31.	Choice One Communications of Massachusetts Inc.	19-22326	16-1554916
32.	Choice One Communications of New York Inc.	19-22329	15-1564111
33.	Choice One Communications of Ohio Inc.	19-22331	16-1564113
34.	Choice One Communications of Pennsylvania Inc.	19-22332	16-1554919
35.	Choice One Communications of Rhode Island Inc.	19-22335	16-1563050
36.	Choice One Communications Resale L.L.C.	19-22341	80-0364519
37.	Choice One Communications of Vermont Inc.	19-22339	16-1564114
38.	Choice One of New Hampshire, Inc.	19-22344	16-1564110
39.	Cinergy Communications Company of Virginia, LLC	19-22353	20-8076097
40.	Conestoga Enterprises, Inc.	19-22356	23-2565087
41.	Conestoga Management Services, Inc.	19-22358	84-1619408
42.	Conestoga Wireless Company	19-22360	23-2926187
43.	Connecticut Broadband, LLC	19-22363	06-1459693
44.	Connecticut Telephone & Communication Systems, Inc.	19-22365	06-1122868
45.	Conversent Communications Long Distance, LLC	19-22366	84-1530125
46.	Conversent Communications of Connecticut, LLC	19-22369	84-1473088
47.	Conversent Communications of Maine, LLC	19-22372	84-1473089
48.	Conversent Communications of Massachusetts, Inc.	19-22375	20-2643836
49.	Conversent Communications of New Hampshire, LLC	19-22378	84-1485259
50.	Conversent Communications of New Jersey, LLC	19-22380	84-1522507
51.	Conversent Communications of New York, LLC	19-22384	84-1473087
52.	Conversent Communications of Pennsylvania, LLC	19-22386	84-1473090
53.	Conversent Communications of Rhode Island, LLC	19-22388	84-1485260
54.	Conversent Communications of Vermont, LLC	19-22391	84-1473085
55.	Conversent Communications Resale L.L.C.	19-22394	80-0364505
56.	CoreComm-ATX, Inc.	19-22401	23-3060529
57.	CoreComm Communications, LLC	19-22399	13-4072077
58.	CTC Communications Corporation	19-22405	04-2731202
59.	CTC Communications of Virginia, Inc.	19-22407	54-1905656
60.	D&E Communications, LLC	19-22411	27-0147149
61.	D&E Management Services, Inc.	19-22414	88-0509645
62.	D&E Networks, Inc.	19-22417	25-1780894
63.	D&E Wireless, Inc.	19-22419	23-2896654
64.	Deltacom, LLC	19-22423	63-0832070
65.	Earthlink Business, LLC	19-22427	94-3331274
66.	Earthlink Carrier, LLC	19-22430	58-1970339
67.	Equity Leasing, Inc.	19-22432	20-0810636
68.	Eureka Broadband Corporation	19-22435	06-1506004
69.	Eureka Holdings, LLC	19-22437	20-3341318
70.	Eureka Networks, LLC	19-22438	20-3341244
71.	Eureka Telecom, Inc.	19-22445	13-3793720
72.	Eureka Telecom of VA, Inc.	19-22442	52-2325508
73.	Georgia Windstream, LLC	19-22447	38-2027315
74.	Heart of the Lakes Cable Systems, Inc.	19-22451	41-1577709
75.	Infocore, Inc.	19-22314	23-2894188
76.	Info-Highway International, Inc.	19-22321	76-0438543
77.	InfoHighway Communications Corporation	19-22318	76-0530551
78.	InfoHighway of Virginia, Inc.	19-22325	26-0291600
79.	Intellifiber Networks, LLC	19-22328	54-1861675
80.	Iowa Telecom Data Services, L.C.	19-22330	74-3083835
81.	Iowa Telecom Technologies, LLC	19-22333	47-0937013
82.	IWA Services, LLC	19-22336	20-8346096
83.	KDL Holdings, LLC	19-22337	48-1251032
84.	LDMI Telecommunications, LLC	19-22342	38-2940840
85.	Lightship Telecom, LLC	19-22346	06-1519100
86.	MASSCOMM, LLC	19-22347	83-2381119
87.	McLeodUSA Information Services LLC	19-22350	76-0529757
88.	McLeodUSA Purchasing, LLC	19-22352	42-1501014
89.	McLeodUSA Telecommunications Services, L.L.C.	19-22355	42-1407242
90.	MPX, Inc.	19-22357	16-1468411
91.	Nashville Data Link, LLC	19-22361	04-3639722
92.	Network Telephone, LLC	19-22364	59-3477521
93.	Norlight Telecommunications of Virginia, LLC	19-22367	26-3497118

NO.	DEBTOR	CASE NO.	EIN #
94.	Oklahoma Windstream, LLC	19-22370	73-0630965
95.	Open Support Systems, LLC	19-22373	11-3409972
96.	PaeTec Communications of Virginia, LLC	19-22376	16-6486048
97.	PaeTec Communications, LLC	19-22311	16-1551095
98.	PAETEC Holding, LLC	19-22381	20-5339741
99.	PAETEC iTEL, L.L.C.	19-22385	47-0903254
100.	PAETEC Realty LLC	19-22389	27-1866972
101.	PAETEC, LLC	19-22393	16-1551094
102.	PCS Licenses, Inc.	19-22396	88-0397829
103.	Progress Place Realty Holding Company, LLC	19-22398	27-1255466
104.	RevChain Solutions, LLC	19-22402	46-3139610
105.	SM Holdings, LLC	19-22406	26-0970378
106.	Southwest Enhanced Network Services, LLC	19-22409	75-2885419
107.	Talk America of Virginia, LLC	19-22412	54-1871946
108.	Talk America, LLC	19-22416	23-2582790
109.	Televue, LLC	19-22420	58-2033040
110.	Texas Windstream, LLC	19-22316	75-0984391
111.	The Other Phone Company, LLC	19-22323	65-0705374
112.	TriNet, LLC	19-22327	58-2183044
113.	TruCom Corporation	19-22334	13-3940714
114.	US LEC Communications LLC	19-22340	56-2162051
115.	US LEC of Alabama LLC	19-22343	56-2104211
116.	US LEC of Florida LLC	19-22348	56-2046424
117.	US LEC of Georgia LLC	19-22351	56-2065537
118.	US LEC of Maryland LLC	19-22379	56-2117626
119.	US LEC of North Carolina LLC	19-22383	56-2091767
120.	US LEC of Pennsylvania LLC	19-22395	56-2117625
121.	US LEC of South Carolina LLC	19-22404	56-2056428
122.	US LEC of Tennessee LLC	19-22410	56-2065536
123.	US LEC of Virginia LLC	19-22415	56-2012173
124.	US Xchange Inc.	19-22455	16-1590395
125.	US Xchange of Illinois, L.L.C.	19-22425	38-3388717
126.	US Xchange of Indiana, L.L.C.	19-22436	38-3377167
127.	US Xchange of Michigan, L.L.C.	19-22443	38-3442002
128.	US Xchange of Wisconsin, L.L.C.	19-22450	38-3342305
129.	Valor Telecommunications of Texas, LLC	19-22460	52-2194219
130.	WaveTel NC License Corporation	19-22465	30-0020203
131.	WIN Sales & Leasing, Inc.	19-22470	41-1340032
132.	Windstream Accucomm Networks, LLC	19-22472	58-1579785
133.	Windstream Accucomm Telecommunications, LLC	19-22475	58-0641816
134.	Windstream Alabama, LLC	19-22478	63-0364952
135.	Windstream Arkansas, LLC	19-22483	71-0400407
136.	Windstream Buffalo Valley, Inc.	19-22487	23-2825123
137.	Windstream BV Holdings, LLC	19-22494	11-3310798
138.	Windstream Cavalier, LLC	19-22500	54-1946546
139.	Windstream Communications Kerrville, LLC	19-22424	74-0724580
140.	Windstream Communications Telecom, LLC	19-22429	74-2955898
141.	Windstream Communications, LLC	19-22433	74-2955898
142.	Windstream Concord Telephone, LLC	19-22439	56-0186420
143.	Windstream Conestoga, Inc.	19-22446	23-0488700
144.	Windstream CTC Internet Services, Inc.	19-22448	52-2101328
145.	Windstream D&E Systems, LLC	19-22452	23-2971125
146.	Windstream D&E, Inc.	19-22457	23-0520190
147.	Windstream Direct, LLC	19-22459	41-1903994
148.	Windstream Eagle Holdings LLC	19-22464	N/A
149.	Windstream Eagle Services, LLC	19-22467	82-3462246
150.	Windstream EN-TEL, LLC	19-22390	41-1928105
151.	Windstream Finance Corp.	19-22397	47-3595713
152.	Windstream Florida, LLC	19-22413	59-0717786
153.	Windstream Georgia Communications, LLC	19-22418	58-2046299
154.	Windstream Georgia Telephone, LLC	19-22422	58-0802675
155.	Windstream Georgia, LLC	19-22426	58-0202560
156.	Windstream Holding of the Midwest, Inc.	19-22431	47-0632436
157.	Windstream Iowa Communications, LLC	19-22434	27-1635465
158.	Windstream Iowa-Comm, LLC	19-22441	42-1525756

NO.	DEBTOR	CASE NO.	EIN #
159.	Windstream IT-Comm, LLC	19-22444	35-2256532
160.	Windstream KDL, LLC	19-22449	61-1196739
161.	Windstream KDL-VA, LLC	19-22453	20-0817269
162.	Windstream Kentucky East, LLC	19-22458	73-1621772
163.	Windstream Kentucky West, LLC	19-22462	61-0487133
164.	Windstream Kerrville Long Distance, LLC	19-22468	74-2228603
165.	Windstream Lakedale Link, Inc.	19-22473	41-1815232
166.	Windstream Lakedale, Inc.	19-22477	41-0643917
167.	Windstream Leasing, LLC	19-22482	27-2348873
168.	Windstream Lexcom Communications, LLC	19-22486	56-0298450
169.	Windstream Lexcom Entertainment, LLC	19-22491	56-2261861
170.	Windstream Lexcom Long Distance, LLC	19-22498	56-2261863
171.	Windstream Lexcom Wireless, LLC	19-22502	56-2261865
172.	Windstream Mississippi, LLC	19-22504	64-0323983
173.	Windstream Missouri, LLC	19-22506	43-0690837
174.	Windstream Montezuma, LLC	19-22508	42-0422100
175.	Windstream Nebraska, Inc.	19-22510	47-0223220
176.	Windstream Network Services of the Midwest, Inc.	19-22511	91-1772936
177.	Windstream New York, Inc.	19-22512	15-0306510
178.	Windstream Norlight, LLC	19-22513	61-0927928
179.	Windstream North Carolina, LLC	19-22514	56-0509132
180.	Windstream NorthStar, LLC	19-22515	27-0297987
181.	Windstream NTI, LLC	19-22516	39-1712867
182.	Windstream NuVox Arkansas, LLC	19-22517	43-1830185
183.	Windstream NuVox Illinois, LLC	19-22518	43-1861148
184.	Windstream NuVox Indiana, LLC	19-22519	43-1861150
185.	Windstream NuVox Kansas, LLC	19-22476	43-1830186
186.	Windstream NuVox Missouri, LLC	19-22480	43-1830184
187.	Windstream NuVox Ohio, LLC	19-22484	43-1861151
188.	Windstream NuVox Oklahoma, LLC	19-22489	43-1850572
189.	Windstream NuVox, LLC	19-22492	57-1072836
190.	Windstream of the Midwest, Inc.	19-22496	47-0803453
191.	Windstream Ohio, LLC	19-22501	31-4265290
192.	Windstream Oklahoma, LLC	19-22503	71-0406211
193.	Windstream Pennsylvania, LLC	19-22505	25-1145739
194.	Windstream Services, LLC	19-22400	20-0792300
195.	Windstream SHAL Networks, Inc.	19-22507	41-1701143
196.	Windstream SHAL, LLC	19-22509	41-1858078
197.	Windstream Shared Services, LLC	19-22479	51-0553722
198.	Windstream South Carolina, LLC	19-22481	57-0140680
199.	Windstream Southwest Long Distance, LLC	19-22485	75-2884847
200.	Windstream Standard, LLC	19-22488	58-0445370
201.	Windstream Sugar Land, LLC	19-22490	74-0672235
202.	Windstream Supply, LLC	19-22493	31-4359937
203.	Windstream Systems of the Midwest, Inc.	19-22495	47-0650357
204.	Windstream Western Reserve, LLC	19-22497	34-0614000
205.	Xeta Technologies, Inc.	19-22499	73-1130045

2. All other names used in the last 8 years:	<u>See Rider 1.</u>	
3. Address:	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	
4. Debtors' attorneys:	Stephen E. Hessler, P.C. Marc Kieselstein, P.C. Cristine Pirro Schwarzman Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022	James H.M. Sprayregen, P.C. Ross M. Kwasteniet, P.C. Brad Weiland John R. Luze Kirkland & Ellis LLP 300 North LaSalle Street Chicago, Illinois 60654

5. Bankruptcy Clerk's Office	<p align="center"><b>US Bankruptcy Court</b>  <b>Southern District of New York</b>  <b>300 Quarropas Street, Room 248</b>  <b>White Plains, NY 10601</b></p>	<p align="right"><b>Hours Open: Monday - Friday</b>  <b>8:30 AM - 5:00 PM</b></p>
	<p>Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="http://www.pacer.gov">www.pacer.gov</a></p>	<p>All documents in this case are available free of charge on the website of the Debtors' notice and claims agent at <a href="http://www.kccllc.net/windstream">http://www.kccllc.net/windstream</a></p>
6. Meeting of Creditors	<p><b>April 30, 2019, at 2:30 p.m. (ET)</b></p>	<p><b>Location:</b></p>
<p>The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.</p>	<p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p>Office of the United States Trustee  U.S. Bankruptcy Court for the Southern District of New York  One Bowling Green  Room 511, Fifth Floor  New York, New York 10004-1408</p>
7. Proof of claim deadline:	<p><b>Deadline for filing proof of claim:</b></p>	<p>Not yet set. If a deadline is set, notice will be sent at a later time.</p>
	<p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at <a href="http://www.uscourts.gov">www.uscourts.gov</a> or any bankruptcy clerk's office. Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none"> <li>• Your claim is designated as disputed, contingent or unliquidated;</li> <li>• You file a proof of claim in a different amount; or</li> <li>• You receive another notice</li> </ul> <p>If your claim is not scheduled or if your claim is designated as disputed, contingent, or unliquidated, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled. You may review the schedules at the bankruptcy clerk's office or online at <a href="http://www.pacer.gov">www.pacer.gov</a></p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>	
8. Exception to discharge deadline	<p>You must start a judicial proceeding by filing a complaint if you want to have a debt excepted from discharge under 11 U.S.C. § 1141(d)(6)(A).</p>	
<p>The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.</p>	<p><b>Deadline for filing the complaint: To be Determined</b></p>	
9. Creditors with a foreign address	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
10. Filing a Chapter 11 bankruptcy case	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>	
11. Discharge of debts	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>	

**If you have any questions related to this notice, please call (877) 759-8815, or (424) 236-7262 for international callers. You may access documents and case information at <http://www.kccllc.net/windstream>**

Rider 1

Other Names Used in the Last 8 Years

<b>Current Entity Name</b>	<b>Former Names</b>
Windstream Business Holdings, LLC	Earthlink, LLC
BOB, LLC	BOB Merger Sub, LLC; Business Only Broadband; Windstream Fixed Wireless, LLC.
Choice One Communications of Connecticut, Inc.	EarthLink Business; One Communications; One Communications Corp.
Choice One Communications of Maine, Inc.	EarthLink Business; EarthLink Business II; One Communications.
Choice One Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Choice One Communications of New York, Inc.	EarthLink Business; One Communications.
Choice One Communications of Ohio, Inc.	EarthLink Business; One Communications.
Choice One Communications of Pennsylvania, Inc.	EarthLink Business; One Communications.
Choice One Communications of Rhode Island, Inc.	EarthLink Business; One Communications.
Choice One Communications of Vermont, Inc.	EarthLink Business; EarthLink Business IV; One Communications.
Choice One Communications Resale, L.L.C.	EarthLink Business; One Communications.
Choice One of New Hampshire, Inc.	EarthLink Business; One Communications.
Cinergy Communications Company of Virginia, LLC	Cinergy Communications Company of Virginia
Connecticut Broadband, LLC	EarthLink Business; One Communications.
Connecticut Telephone & Communication Systems, Inc.	EarthLink Business; One Communications.
Conversent Communications Long Distance, LLC	EarthLink Business; One Communications Long Distance of New Hampshire.
Conversent Communications of Connecticut, LLC	EarthLink Business; One Communications; One Communications Corp.
Conversent Communications of Maine, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Conversent Communications of New Hampshire, LLC	EarthLink Business; One Communications of New Hampshire.
Conversent Communications of New Jersey, LLC	EarthLink Business.
Conversent Communications of New York, LLC	EarthLink Business; One Communications.
Conversent Communications of Pennsylvania, LLC	EarthLink Business; One Communications.
Conversent Communications of Rhode Island, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Vermont, LLC	EarthLink Business; EarthLink Business IV; One Communications.
Conversent Communications Resale, L.L.C.	EarthLink Business; EarthLink Business III; EarthLink Business IV; One Communications.
CTC Communications Corporation	EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Inc.; One Communications; One Communications Corp.
D&E Communications, LLC	D&E Communications, Inc.
DeltaCom, LLC	DeltaCom, Inc.; EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Solutions.
EarthLink Business, LLC	EarthLink Business.
Equity Leasing, Inc.	Equity Leasing of Illinois (Illinois only).
Intellifiber Networks, LLC	Intellifiber Networks, Inc.
LDMI Telecommunications, LLC	LDMI Telecommunications, Inc.; LDMI Telecommunications.
Lightship Telecom, LLC	EarthLink Business; EarthLink Business I; EarthLink Business IV; One Communications.
McLeodUSA Telecommunications Services, L.L.C.	PaeTec Business Services.

<b>Current Entity Name</b>	<b>Former Names</b>
Network Telephone, LLC	Cavalier Telephone; Cavalier Telephone and TV; Cavalier Business Communications;
Norlight Telecommunications of Virginia, LLC	Norlight Telecommunications of Virginia, Inc.
PaeTec Communications, LLC	PaeTec Communications, Inc.
PAETEC Holding, LLC	PAETEC Holding Corp.
PAETEC, LLC	PAETEC Corp.
Southwest Enhanced Network Services, LLC	Southwest Enhanced Network Services, LP
Talk America of Virginia, LLC	Talk America of Virginia, Inc.; Cavalier Telephone.
Talk America, LLC	Talk America, Inc.; Cavalier Telephone; Cavalier Business Communications.
Texas Windstream, LLC	Texas Windstream, Inc.
The Other Phone Company, LLC	Cavalier Business Communications; The Phone Company.
US LEC Communications LLC	PaeTec Business Services.
US LEC of Georgia LLC	PAETEC Business Services.
US LEC of Virginia LLC	PAETEC Business Services.
US Xchange of Illinois, L.L.C.	EarthLink Business; One Communications.
US Xchange of Indiana, L.L.C.	EarthLink Business; One Communications.
US Xchange of Michigan, L.L.C.	EarthLink Business; One Communications.
US Xchange of Wisconsin, L.L.C.	EarthLink Business; One Communications.
US Xchange, Inc.	EarthLink Business; One Communications; Choice One; Choice One Communications.
Valor Telecommunications of Texas, LLC	Windstream Communications Southwest.
WIN Sales & Leasing, Inc.	Communications Sales and Leasing, Inc.
Windstream BV Holdings, LLC	Windstream BV Holdings, Inc.; Broadview Network Holdings, Inc.
Windstream Communications, LLC	Windstream Communications, Inc.
Windstream Concord Telephone, LLC	Windstream Concord Telephone, Inc.
Windstream D&E Systems, LLC	Windstream D&E Systems, Inc.
Windstream Eagle Holdings, LLC	Earthlink Holdings, LLC; EarthLink Holdings Corp.
Windstream Eagle Services, LLC	Earthlink Services, LLC
Windstream Florida, LLC	Windstream Florida, Inc.
Windstream Iowa Communications, LLC	Windstream Iowa Communications, Inc.
Windstream Iowa-Comm, LLC	Windstream Iowa-Comm, Inc.
Windstream Lexcom Communications, LLC	Windstream Lexcom Communications, Inc.
Windstream Missouri, LLC	Windstream Missouri, Inc.
Windstream Montezuma, LLC	Windstream Montezuma, Inc.
Windstream Norlight, LLC	Windstream Norlight, Inc.
Windstream NTI, LLC	Windstream NTI, Inc.
Windstream NuVox Arkansas, LLC	Windstream NuVox Arkansas, Inc.
Windstream NuVox Illinois, LLC	Windstream NuVox Illinois, Inc.
Windstream NuVox Indiana, LLC	Windstream NuVox Indiana, Inc.
Windstream NuVox Kansas, LLC	Windstream NuVox Kansas, Inc.
Windstream NuVox Missouri, LLC	Windstream NuVox Missouri, Inc.
Windstream NuVox Ohio, LLC	Windstream NuVox Ohio, Inc.
Windstream NuVox Oklahoma, LLC	Windstream NuVox Oklahoma, Inc.
Windstream NuVox, LLC	Windstream Nuvox, Inc.
Windstream Services, LLC	Windstream Corporation
Windstream Shared Services, LLC	Earthlink Shared Services, LLC

If you have any questions related to this notice, please call (877) 759-8815, or (424) 236-7262 for international callers. You may access documents and case information at <http://www.kccllc.net/windstream>



**Town Board Meeting  
July 1, 2019**

**Agenda Number: 8F – General Business**

**Subject: International Union OF Operating Engineers Local 49 – Approve Union Members Participation in the Central Pension Fund of the IUOE Local 49**

**Documentation: IUOE Local 49 Correspondence / Memorandum of Understanding\*\***  
\*\* Not available at time of printing

**Action / Motion for Consideration:**

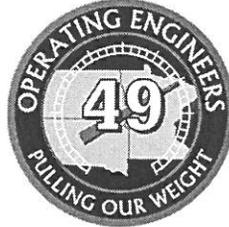
Report at Meeting / Discuss

Allow the Employees of White Bear Township who are Represented by the International Union of Operating Engineers Local 49 to Participate in the Central Pension Fund Noting that the Contributions are 100% Employee Funded by Payroll Deduction & They are not Funded at all by the Township

# International Union of Operating Engineers

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, AND 49L  
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

CLAYTON J. JOHNSON, President  
RYAN P. DAVIES, Vice President  
STEVE R. PIPER, Recording-Corresponding Secretary  
OSCAR J. SLETTEN, Treasurer



JASON A. GEORGE  
Business Manager/Financial Secretary

Affiliated with the A.F.L. - C.I.O.

2829 Anthony Lane South, Minneapolis, MN 55418-3285  
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

May 16, 2019

Attention White Bear Township Board members

The Employees of White Bear Township represented by the International Union of Operating Engineers Local 49, have voted to participate in the Central Pension Fund and are hereby requesting that the Township allows them to do so. Contributions are 100% employee funded by payroll deduction and they are not funded at all by the Employer. Contributions will not interfere with the PERA benefit that the employees currently participate in.

If you have questions or comments, feel free to contact me.

A handwritten signature in black ink that reads 'Cory Bergerson'. The signature is written in a cursive style and extends to the right with a long, thin horizontal stroke.

Cory Bergerson,  
Area Business Representative  
IUOE Local 49



**Town Board Meeting  
July 1, 2019**

**Agenda Number:** 8G – General Business

**Subject:** Red Luna Taco Factory – Approve 2019 3.2% Malt Liquor License & On-Sale Wine License with Strong Beer Authorization for Red Luna Taco Factory, 5960 Highway 61, Suite 3

**Documentation:** Staff Memo w/attachments / Building Inspector Memo

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Options:

- 1) **Approve/Deny** Issuance of a Wine License & a 3.2% Malt Liquor License with a Strong Beer Authorization for the Red Luna Taco Factory, 5960 Highway 61, Suite 3, White Bear Township, from July 1, 2019 through December 31, 2019

\*\* Per our Ordinance 40 seats are required for this type of license, Red Luna has 43 seats noted in their plan I have

\*\*\* I have not received a corrected Certificate of Insurance yet but applicant is aware of it

- 2) Based on Building Inspector Recommendation Continue the Issuance of a Wine & 3.2% Malt Liquor License Until Such Date as the SAC Determination Issue is Resolved.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: JUNE 21, 2019**

**SUBJECT: RED LUNA TACO FACTORY**

The owner of Red Luna Taco Factory has submitted her application, etc., for a 3.2% malt liquor license and on on-sale wine license with a strong beer authorization, she anticipates the restaurant to open soon.

Pursuant to Ordinance No. 32 (Liquor), the following information is required prior to license renewal:

	Application Rec'd with License Fee	Background Check Rec'd*	Insurance Rec'd	Food/ Liq Ltr
<b><u>3.2% Malt Liquor License &amp; On-Sale Wine License w/strong Beer Authorization</u></b>	Yes	Yes*	No	N/A (1 <sup>st</sup> year)

Red Luna Taco Factory  
5960 Highway 61, Suite 3

(Pursuant to Section 2-3.2 of Ordinance No. 32, an establishment holding a 3.2 malt liquor license may sell intoxicating malt liquors at on-sale without an additional license; and pursuant to Section 2-4.1 an establishment holding an on-sale wine license shall not be required to acquire a Sunday on-sale license.)

\*In distribute file.

PSW/s  
cc:admin/add.file  
b:redluna

**2-2.1(a).** Any establishment receiving a license pursuant to the terms of this section shall have at least 50% of the gross sales of the establishment attributable to the service of meals.

**2-3.** On sale wine licenses shall be issued only to restaurants defined in Section 2-3.1 and shall permit the sale of wine up to 24% alcohol by volume for consumption with the sale of food.

**2-3.1. Restaurant – On-Sale Wine License.** Any establishment having appropriate facilities to prepare food on the premises, serve meals, and is equipped with a commercial refrigerator and freezer and outside vented grill, if required and has seating for not less than 40 guests at one time and where, in consideration of payment therefore, meals are regularly served at tables to the general public, and which employs an adequate staff for the usual and suitable service to its guests and which complies with the State Fire Code regulations.

**2-3.1(a).** Any establishment receiving a license pursuant to the terms of this section shall have at least 50% of the gross sales of the establishment attributable to the service of meals.

**2-3.2.** The holder of an on-sale wine license outlined in Section 2-3 and 2-3.1 above, who is also licensed to sell 3.2 percent malt liquor at on-sale may sell intoxicating malt liquors at on-sale without an additional license.

**2-4.** Sunday on sale liquor licenses shall be issued only to restaurants which hold a regular on sale liquor license and shall permit the sale of intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 10:00 a.m. on Sundays and 1:00 a.m. on Mondays, provided that the establishment is in compliance with the Minnesota Clean Indoor Air Act as stated in Minnesota Statutes, § 340A.504. A Sunday on-sale license is not needed for Sunday sales by wine licensees.

**2-4.1.** A Sunday On-Sale Liquor License shall not be required by on-sale wine license holders who also hold a 3.2 percent malt liquor at on-sale license.

**2-5.** "Off sale" licenses shall be issued only to "off sale" exclusive liquor stores and shall permit the licensee to sell intoxicating liquor in original packages for consumption off the premises only.

**2-6.** No person, except wholesalers or manufacturers to the extent authorized under state license, shall directly or indirectly deal in, sell, or keep for sale any 3.2% malt liquor without first having received a license to do so as provided in this ordinance. Licenses shall be "On-Sale(s)" and "Off-Sale(s)" and shall be issued as



### Application for Liquor License

Type of License Applied for:

On-Sale Liquor License <input type="checkbox"/> New <input type="checkbox"/> Renewal	Sunday On-Sale Liquor License <input type="checkbox"/> New <input type="checkbox"/> Renewal	Wine License <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal
---	--	--

To The Town Board of the Town of White Bear:

Pursuant to the provisions of the Minnesota Intoxicating Liquor Act and Ordinances of the Town of White Bear, Red Luna Taw Factory, with principal offices located at 5960 Highway 41 N. Suite 3, hereby applies for a Liquor License for the period commencing first on the 1<sup>st</sup> day of July, 2019, and ending last on the 31<sup>st</sup> day of December, 2019, to sell intoxicating liquors as defined by law at retail only for consumption "On The Premises" at the Red Luna Taw Factory located at 5960 Highway 41 N. in the Town of White Bear, which the applicant controls and operates, and to that end hereby represents and states as follows:

- (1) The premises for which the applicant seeks a license is an establishment having a manager and a room with appropriate tables and chairs for serving guests in which food is served; and,
- (2) The applicant is a Minnesota corporation and has not been convicted of any willful violation of any law of the United States, or of the State of Minnesota, or of any local Ordinance, with regard to the manufacture, sale, distribution, or possession for distribution for sale of intoxicating liquors, and no license issued to the applicant under the provisions of the Minnesota Intoxicating Liquor Act has ever been revoked; and,
- (3) No manufacturer or wholesaler will own or control, or has any financial interest in, the business of selling intoxicating liquors at retail on said premises, nor power to exact or require the applicant, by contract, understanding or otherwise, to handle or sell only the products of such manufacturer or wholesaler; and,
- (4) No other retailer's license has been issued, directly or indirectly, to the applicant or for said premises (other than a tobacco license); no license of a class other than hereby applied for has been issued to any person at said premises; and said premises are neither owned nor controlled by any person to whom no license could be issued; and
- (5) Said premises are not within any area within which the sale of non-intoxicating liquors is prohibited by the laws of the State of Minnesota, the provisions of any charter, ordinance, or special law, or through zoning ordinances, proceedings, or legal process regularly held for that purpose; and

(6) The applicant hereby agrees that any license granted pursuant hereto shall be nontransferable without consent of the Town Board; and that the applicant will keep said license posted in a conspicuous place in said premises; and,

(7) The name and address of each shareholder of the applicant and the number of shares owned by each is as follows;

Name	Address	# of Shares Owned	Date of Birth
Gabriela Castellanos	420 Kochler Rd. Vadnais Heights	100	01-07-78

\*Attach Additional List of Necessary

(8) The name and address of each officer of the applicant and the office held by each is as follows:

Name	Address	Title	Date of Birth
Gabriela Castellanos	420 Kochler Rd Vadnais Heights	owner	<del>01-07-78</del>

The undersigned certifies that all information provided in this application is true and accurate and that he/she is properly credentialed to make this application.

Name (Print)	Title (Print)	Date
Gabriela Castellanos	owner	06-04-19
Signature: 		

<b>To Be Completed By Office:</b>		
Date Request Received _____		
By _____ (Staff Member)	\$2,800.00 On-Sale Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	\$200.00 Sunday On-Sale Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	\$1,400.00 Wine License Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No



### CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. **This information will be collected by the licensing agency and retained in their files.**

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: Illinois Cas CO A. Mutual Co.  
(NOT the insurance agent)

Policy #: LL106518 (liquor liability) / SWC1243117 - workers comp.

Dates of Coverage: 5-3-2019 to 5-23-2020

I am not required to have Workers' Compensation liability coverage because:

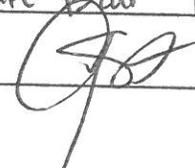
- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law  
(These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Castellanos Gabriela Maria  
(Last) (First) (Middle)

Doing Business As: Red Luna Taco Factory 651-788-7136  
(Business name if different than your name) Phone

Business Address: 5960 Highway 61 N. Suite 3  
White Bear Township, MN 55110

Signature:  Date: 06-4-19

## LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. **Do not return this form to the Department of Revenue.**

Licensing Authority: White Bear Township

### License Information

Name of license being applied for: On-Sale Beer & Wine License  
License renewal date: \_\_\_\_\_

### Personal Information

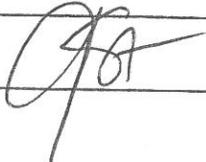
Applicant's Name (Last, first, middle initial): Castellanos, Gabriela M.  
Applicant's Resident Address: 420 Koehler Rd., Vadnais Heights, MN 55127  
Social Security Number: \_\_\_\_\_

### Business Information

Business Name: Red Luna Taco Factory  
Business Address: 5960 Highway 61 N., White Bear Township, MN 55110  
Minnesota Tax Identification Number: \_\_\_\_\_

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: \_\_\_\_\_

Signature:  Date: 06-4-19



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE**  
 (Not to exceed 24% of alcohol by volume)

Print Form

**EVERY QUESTION MUST BE ANSWERED.** If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application. To apply for MN sales Tax # call 651-296-6181

Workers compensation insurance company name \_\_\_\_\_ Policy Number \_\_\_\_\_  
 Licensee's MN sales and Use Tax ID # \_\_\_\_\_ Licensee's Federal Tax ID # \_\_\_\_\_

Applicants Name (Business, Partnerships, Corporation) <b>Red Onela LLC.</b>		Trade Name or DBA <b>Red Luna Taw Factory</b>	
Business Address <b>5960 Highway 61 North Suite 3</b>		Business Phone <b>651-</b>	Applicant's Home Phone <b>612-1 3</b>
City <b>White Bear Township</b>		County <b>Ramsey</b>	State <b>MN</b>
Is this application <input checked="" type="checkbox"/> New or a <input type="checkbox"/> Transfer		License Period From _____ To _____	
If a transfer, give name of former owner _____		If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.	
Partner/Officer Name and title <b>Gabriela Castellanos - owner</b>	Address <b>420 Kochler Rd., Vadnais Heights, MN 55127</b>	DOB <b>01/7/78</b>	SSN _____
Partner/Officer Name and title	Address	DOB	SSN
Partner/Officer Name and title	Address	DOB	SSN
Partner/Officer Name and title	Address	DOB	SSN
<b>CORPORATIONS</b>			
Date of incorporation <b>9-6-2011</b>	State of incorporation <b>MN</b>	Certificate Number <b>443434700024</b>	Is corporation authorized to do business in Minnesota? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If a subsidiary of another corporation, give name and address of parent corporation _____			
<b>BUILDING AND RESTAURANT</b>			
Name of building owner <b>Southwind Builders Inc.</b>		Owner's address <b>2372 Leibel St., White Bear Lake, MN 55110</b>	
Are property taxes delinquent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Has the building owner any connection, direct or indirect with the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Restaurant seating capacity <b>60</b>	Hours food will be available <b>11:00 am - 9:00 pm</b>
Number of restaurant employees <b>7</b>	Number of months per year restaurant is open <b>12</b>	Will food service be the principal business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Describe the premises to be licensed <b>A casual service restaurant, no servers, order and sit</b>			
If the restaurant is in conjunction with another business (resort etc.), describe business <b>N/A</b>			
<b>NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED</b>			

- Yes  No Has the applicant or associates been granted an on-sale malt liquor (3.2) and/or a "set-up" license in conjunction with this wine license?
- Yes  No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? \_\_\_\_\_  
(if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- Yes  No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.
- Yes  No Has applicant, partners, officers or employees ever had any liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.

Yes  No Does any person other than the applicants, have any right, title or interest in the furniture, fixtures or equipment in the licensed premises? If yes, give names and details.

Pawnshop Leasing Co. the furniture and equipment is lease to own

Yes  No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant

06-5-79  
Date

The licensee must have one of the following:

Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "CERTIFICATE OF INSURANCE" to this form.

A surety bond from a surety company with minimum coverage as specified above in.

A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

**IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY**

Yes  No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

**REPORT BY POLICE OR SHERIFF'S DEPARTMENT**

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Signature

Department and Title

Date

**IMPORTANT NOTICE**

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.  
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorney fees.



Minnesota Department of Public Safety  
**Alcohol and Gambling Enforcement Division (AGED)**  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101-5133  
 Telephone 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses  
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License \_\_\_\_\_ License Period From: \_\_\_\_\_ To: \_\_\_\_\_

Circle One: New License License Transfer \_\_\_\_\_ Suspension Revocation Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

License type: (check all that apply)  On Sale Intoxicating  Sunday Liquor  3.2% On sale  3.2% Off Sale

Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Red Chela LLC DOB \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Zip Code 55110 County Ramsay Business Phone WSI Home Phone \_\_\_\_\_

Business Trade Name Red Luna Taco Factory Business Address 5960 Highway 61 N. City White Bear Township

Licensee's Federal Tax ID # 45-3043122  
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Home Address 420 Koehler Rd. City Vadnais Heights Licensee's MN Tax ID # 2208482

Gabriela M. Castellanos 01-07-78 420 Koehler Rd. Vadnais Heights  
 Partner/Officer Name (First Middle Last) DOB Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Yes  No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Illinois Casualty Co. Policy # SWC1243117

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at [www.dps.state.mn.us](http://www.dps.state.mn.us).**



DEPARTMENT OF PUBLIC SAFETY  
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION  
445 Minnesota Street Suite 222  
St. Paul, MN 55101  
Phone (651) 201-7507 TDD (651) 282-6555  
Fax (651) 297-5259

Print Form

CARD NUMBER  
  
(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE  
PLEASE RETURN THIS APPLICATION WITH FEE \$20.00

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE)	BUSINESS NAME (DBA) Red Luna Taco Factory		
BUSINESS ADDRESS 5960 Highway 161 N Suite 3	COUNTY Ramsey	BUSINESS PHONE 651	
CITY, STATE, ZIP CODE White Bear Township, MN 55110	AUTHORIZED SIGNATURE 		

PS 9135 (12/09)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2019

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 have ADDITIONAL INSURED provisions or 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>		<b>CONTACT NAME:</b> Sarah Jacobson	
The Landreau Group		<b>PHONE (A/C, No. Ext):</b> (612) 276-7035	<b>FAX (A/C, No):</b> (888) 276-7336
2615 E Franklin Ave		<b>E-MAIL ADDRESS:</b> carlos@ligmn.com	
Minneapolis MN 55406		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ILLINOIS CAS CO A MUT CO	<b>NAIC #</b> 15571
<b>INSURED</b>		<b>INSURER B:</b> SECURITY NATL INS CO 19879	
Red Luna LLC DBA Red Luna Taco Factory		<b>INSURER C:</b>	
5960 Highway 61 N		<b>INSURER D:</b>	
Saint Paul MN 55110		<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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BP43348	05/23/2019	05/23/2020	EACH OCCURRENCE \$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:								MED EXP (Any one person) \$ 2,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000		
	<input type="checkbox"/> OTHER:						GENERAL AGGREGATE \$ 2,000,000		
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000		
	<input type="checkbox"/> ANY AUTO						\$		
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$		
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$		
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$		
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$		
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	SWC1243117	05/23/2019	05/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000		
A	Liquor Liability			LL106518	05/23/2019	05/23/2020	Occurrence 1,000,000		

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

The City of Saint Paul is listed as an additional insured on this policy where required by contract

Coverage is continuous until cancelled

**CERTIFICATE HOLDER****CANCELLATION**

The City of Saint Paul 15 W. Kellogg Blvd Room 280 City Hall Saint Paul MN 55102	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 

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## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: BUILDING OFFICIAL MIKE JOHNSON**  
**DATE: JUNE 27, 2019**

**SUBJECT: 5960 HIGHWAY 61 RED LUNA SAC DETERMINATION**

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A recent Audit by Metropolitan Council has tentatively determined a deficiency for fees collected for the Sewer Availability Charge (SAC) at the time of building permit issuance for the Red Luna tenant space improvement.

Town staff has requested the Metropolitan Council to complete an evaluation of the property to determine the full SAC capacity of the property, along with a determination of total SAC paid, and total SAC credits on the property.

Until the Metropolitan Council has completed the requested SAC determination appeal process it is the building departments recommendation to table Red Lunas request for a wine and beer license.



**Town Board Meeting  
July 1, 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