



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
FAX 651-426-2258
Email: wbt@whitebeartownship.org

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

AGENDA TOWN BOARD MEETING AUGUST 21, 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. Approve Minutes of August 5, 2019 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Reschedule October 25, 2019 Executive Meeting** – Reschedule the October 25, 2019 Executive Meeting & Employee Appreciation Event to Thursday, October 24, 2019.
 - B. **2019 Bow Hunting Request** – Approve 2019 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport.
 - C. **State Fair Park & Ride No Parking Request Along Greenhaven Drive:**
 - Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to the Second Driveway Entrance to Calvary Church from August 22 to September 2, 2019
 - Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Court & Both Sides of Gilfillan Lane at the Request of Area Residents from August 22 to September 2, 2019
 - D. **Township Day Parking Agreement** – Based on Town Attorney & Staff Review & Recommendation Approve Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC Allowing the Use of Their Parking Lot for Parking on Township Day.
 - E. **VFW On-Sale Liquor License** – Approve Township Day On-Sale License Request.

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.



- F. **Zoning Ordinance Amendment & Wetland Permit Request @ SMC Corporation, 5800 & 5858 Centerville Road** – Call Public Hearings for Monday, September 16, 2019 Beginning @ 7:00 p.m. to Consider the Requests.
- G. **Annual Storm Water Presentation** – Call the Informational Public Hearing for Monday, October 21, 2018, Beginning at 7:00 p.m. for the Annual Presentation of the Town’s Storm Water Pollution Prevention Program.
- H. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace an Electric Service with an Underground Gas Service for the Residence at 5340 East Bald Eagle Boulevard Which Will Require Directional Boring under Short Street.
- I. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Replace an Underground Coaxial Cable Line to Service a Resident at 5530 Peterson Road Which Line is due to a Pole Removal & Will Require Directional Boring under Peterson Road.
- J. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace Buried Cable to Service the Existing Residence at 1260 Birch Pond Trail Which Will be Performed Through Boring Through Three Driveways & Open Trenching.
- K. **Construction Activity Report** – Receive Report.
- L. **Monthly Financial Report** – Receive.

6. **Old Business:** None.

7. **Public Hearings:** None.

8. **New Business:**

Town Planner Item:

- A. **Redlin Electric, 2350 Leibel Street** – Request for Permitted Use Standards Permit.

Town Engineer Items:

- B. **Water System Improvement Evaluation** – Authorize TKDA to Perform the Evaluation.

**White Bear Township’s
Mission:**

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- C. **2020 Street Improvements** – Authorize Preparation of a Feasibility Report (Improvement 2020-1).

Public Works Director Items:

- D. **2019 Sealcoat of Various Bituminous Surfaces Project:**
 - 1. Receive Bids.
 - 2. Award Contract.
- E. **Hydrant Repainting:**
 - 1. Receive Quotes.
 - 2. Approve Quote.
- F. **2019 Flow Monitoring:**
 - 1. Receive Quotes.
 - 2. Approve Quote.
- G. **Concrete Repair Work:**
 - 1. Receive Quotes.
 - 2. Approve Quote.

General Business:

- H. **Improvement 2019-3 General Obligation Bonds** –Call Public Hearing
Receive Proposals for Bonds for the 2019 Street Improvement Project.
- 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 August 21, 2019

Agenda Number: 1 - 2 - 3 - 4

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

Approval of August 21, 2019 Agenda
Approval of Payment of Bills
Approval of Minutes of August 5, 2019

Documentation: August 21, 2019 Agenda
August 5, 2019 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	August 21, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	August 5, 2019 Meeting

**MINUTES
TOWN BOARD MEETING
AUGUST 5, 2019**

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

Present: Supervisors: Prudhon, Ruzek, McCune; Clerk: Christopherson; Attorney: Lemmons; Engineer: Studenski; Town Planner: Riedesel

Absent: Public Works Director: Reed, with notice.

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted. McCune seconded. Ayes all.

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

APPROVAL OF MINUTES OF JULY 15, 2019 (Additions/Deletions): Ruzek moved to approve of the Minutes of July 15, 2019, with the correction of a few minor errors on page 9 that have been corrected. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to approve 5A) Reschedule September 2, 2019 Town Board Meeting – Reschedule September 2, 2019 Town Board Meeting to Wednesday, September 4, 2019 due to the Labor Day Holiday; 5B) Metropolitan Council Water Rebate Program – Authorize submission of an Application to the Metropolitan Council to apply for funds to participate in the Water Rebate Program; 5C) WBL School District #624 – The BearPower 6.24K Homecoming Walk/Run – Based on staff review & recommendation approve WBL School District #624's use of Township roads on Saturday, September 28, 2019, from 9:00-11:30 a.m., to hold The BearPower 6.24K Homecoming Walk/Run & direct that the event coordinator work With Township staff regarding sign placement; 5D) Park Board Recommendation: a. Town Hall Signage – Approve placement of Option B – Historic Town Hall Signs; 5E) Data Practice Responsible Authority & Compliance Official – Adopt Resolution Re-Appointing the Responsible Authority & Compliance Official for the Town of White Bear; 5F) Administrative Driveway Variance – In accordance with Town Ordinance No. 35, Section 9-6.3 & based on staff review & recommendation & approval, ratify the Town Clerk's issuance of an Administrative Driveway Variance at 2636 South Shore Boulevard; 5G) Redlin Electric, 2350 Leibel Street – Receive the Request to Waive the 60-Day Rule for approval of a Permitted Use Standards Permit to allow Redlin Electric building addition; 5I) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve the CenturyLink Permit to replace buried cable to service existing residence at 5905 Red Pine Boulevard which will require boring & open trenching; 5H) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve the Connexus Energy Permit to replace a failing underground electric distribution line to service the businesses along Meadowlands Drive between Centerville Road and Birch Bend Lane which will Include Directional Boring under both Meadowlands Drive & Birch Bend Lane including the businesses driveway; 5J) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve the XcelEnergy permit to install an underground gas service for the residence at 5366 Reed place which will require directional boring in Reed Place & possibly in Barry Lane. Ruzek seconded. Ayes all.

JOINT POWERS AGREEMENT – CITY OF BIRCHWOOD – APPROVE 2019 UTILITY/SANITARY SEWER MANAGEMENT IMPROVEMENT PROJECT:

The Town Attorney summarized that he has reviewed the Joint Powers Agreement and has noted the changes in the I & I and possible televising of Birchwood's lines. There was a question in regards to the map on page 73. Does that connection point refer to the City, or should it have been Birchwood? The Town Clerk will run it by the Public Works Director. Otherwise, everything looks good.

Ruzek moved based on Town Attorney & staff review & recommendation approve the Joint Powers Agreement – City of Birchwood & Town of White Bear 2019 Utility/Sanitary Sewer Management Improvement Project including Birchwood Lane Lift Station Connection to South Shore Boulevard. McCune seconded. Ayes all.

PATRICK O'BRIEN, 1382 TOP LANE – REQUEST FOR MINOR SUBDIVISION REQUIRING APPROVAL OF A LOT SIZE & LOT WIDTH VARIANCE:

The Town Planner summarized the request for approval of a minor subdivision which requires approval of a lot size and lot width variance. The property is located at the corner of Top Lane and South Birch Lake Boulevard. The property is an "L" shape with 89.05' of frontage on South Birch Lake Boulevard and 200' of frontage on Top Lane.

O'Brien wants to split the land into one small square lot and one rectangle lot. The lot with the home is 90 feet by 207 feet, exceeds the minimum lot size requirement. The other lot is proposed to be 89 feet by 110 feet, which only totals to 9,790 square feet and 12,000 square feet is the minimum requirement. So O'Brien would need a 15.95' variance for the short width and a 2,210 foot variance for the short square footage.

The Planning Commission and Variance Board reviewed this agenda item. Planning Commission recommended if approved there would be no more variances. There was suggestion that the 2,210 square foot short lot should gain 900 additional square feet from the rectangular lot. The lot adjacent to the "L" shaped lot is above 9,900 square feet.

Patrick and Barbara O'Brien of 1382 Top Lane were present to discuss this agenda item. Mr. O'Brien had handouts for the Board to review which showed properties in the area with square footage under what he was proposing. It was noted that if the property line was moved to add square footage to the lesser lot, it would require more work because the driveway of 1382 Top Lane would have to be moved.

There was discussion of actual size of the lot, on the basis that there may be an in calculation adjustment needed with surveying work. The last time the property was surveyed was back in 2004. It was the consensus that the Board wants the property to at least be over 10,000 square feet.

Ruzek moved based on Planning Commission, Variance Board, Town Board, and staff review & recommendation accept Findings of Facts for the denial of the request for minor subdivision lot size & lot width variance included in the supplemental packet. McCune seconded. Ayes all.

PUBLIC HEARING – SIDE YARD SETBACK VARIANCE REQUEST AT 3940 LAKEWOOD AVENUE – TO ALLOW PAVING OF A DRIVEWAY: McCune moved to note proper publication of the hearing notice in newspaper & waive reading of notice. Ruzek seconded. Ayes all.

Ruzek moved to open the Public Hearing. McCune seconded. Ayes all.

The Town Planner summarized the request for a 6.375' side yard setback variance and an 8.7% green area variance to allow Nelson to pave his driveway up to 3' from the side lot line. Currently, the driveway is gravel and is constructed up to the lot line. With the approval of the variance, the driveway would be moved 3 feet in, adding the green area.

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

The Variance Board met and discussed this agenda item. It was discussed that the majority of homes in the Eastwood Manor neighborhood were built in the 50's and 60's, many with single car garages. As the garages are replaced with two-car garages, it is common for the Town to review variances proposing a 5' side yard setback.

Ruzek moved to open public comment portion – ask for comments. McCune seconded.

No one was present to speak regarding this agenda item.

Ruzek moved to close public portion of Hearing. McCune seconded. Ayes all.

Ruzek moved based on Variance Board, Planning Commission & Staff review & recommendation approve the 6.375' side yard setback & 8.7% green area variance to pave a driveway 3' from the side lot line for 3940 Lakewood Avenue. McCune seconded. Ayes all.

PUBLIC HEARING – SIDE YARD SETBACK VARIANCE REQUEST AT 5216 PARK AVENUE – TO ALLOW CONSTRUCTION OF A TWO CAR GARAGE: McCune moved to note proper publication of the hearing notice in newspaper & waive reading of notice. Ruzek seconded. Ayes all.

Ruzek moved to open the Public Hearing. McCune seconded. Ayes all.

The Town Planner summarized the request for a 24' right-of-way setback variance and a 3% green area variance to allow for construction of a 24' by 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 location as the existing garage but would be set back 10' from the right-of-way. It was noted that the existing single car garage was built up.

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This property is a corner lot, 49.98' wide 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. It was noted that 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.

This agenda item was reviewed by the Planning Commission and the Variance Board, and both recommended approval. It was noted that the height will not be taller than the house, though the garage will be a bit bigger in square footage than the previous structure.

Ruzek motioned to open public comment portion – ask for comments. McCune seconded. No one was present to speak regarding this agenda item.

McCune moved to close public portion of Hearing. Ruzek seconded. Ayes all.

Ruzek moved based on the Variance Board, Planning Commission & Staff review & recommendation approve the 13.5' right-of-way setback variance to construct a 2 car garage at 5216 Park Avenue. McCune seconded. Ayes all.

Ruzek moved to rescind the last motion. McCune seconded. Ayes all.

Ruzek moved based on Variance Board, Planning Commission & Staff review & recommendation approve the 24' right-of-way setback variance & a 3% green area variance to allow construction of a two car garage at 5216 Park Avenue. McCune seconded. Ayes all.

WELL #5 SEEPAGE POND IMPROVEMENT – AUTHORIZE PREPARATION OF PLANS & SPECIFICATION – AUTHORIZE ADVERTISEMENT FOR BIDS: The Town Engineer reported that the Public Works Director explained this agenda item at the Town Board Executive Meeting. The Town Engineer summarized the history of Well #5's seepage pond. It was constructed first in the 80's, but was updated (berms, outlets, structures, etc.) in 2016. Since then it has been performing well. However, noting that Well #5 is the most active well, it has been over working the seepage pond as well. The seepage pond has collected sediment, filling up, and thus restricts infiltration and capacity.

There was discussion on whether or not the capacity or ability could be lengthened. It was noted that the average lifespan of a seepage pond is 3 to 5 years. Just like in 2016, the Town will be working with the MPCA. In the meantime, TKDA will work on preparation for the seepage pond improvement.

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Based on Town Engineer review & recommendation, McCune moved to authorize preparation of plans & specifications for removal of the sediment, & disposal of the materials. Ruzek seconded. Ayes all.

Based on Town Engineer review & recommendation, McCune moved to authorize advertisement for bids for an amount not to exceed \$2,150.00 to perform both tasks, with funding from the Water Operating Fund. Ruzek seconded. Ayes all.

WATERMAIN REPLACEMENT STUDY – EAST BALD EAGLE BOULEVARD & HUGO ROAD – AUTHORIZE PREPARATION OF STUDY: The Town Engineer reported that the Public Works Director explained this agenda item at the Town Board Executive Meeting. Public Works has been dealing with two watermain failures, so the goal is to prepare this watermain study so as to not have to deal with future watermain breaks.

There was discussion of the types of repairs that will go into each watermain. The Town Engineer reported that the work will mostly be 8 to 12 inches of ductal work 8 feet down in the ground, and the study will mostly look at whether or not it is possible to dig pits, what pipe bursting, lining, directional drilling, etc. looks like. The Town will be working with Ramsey County in the right-of-way areas.

It was noted that with the roads of these areas scheduled for repair, this project is necessary.

Ruzek moved based on Public Works Director & Town Engineer review & recommendation to authorize preparation of study for watermain replacement along east Bald Eagle Boulevard & Hugo Road in an amount not to exceed \$2,750.00, with funding from the Water Operating Fund. McCune seconded. Ayes all.

OPG-3 ON-LINE PERMITTING – AUTHORIZE NEXT STEP IN IMPLEMENTATION: The Town Clerk summarized that Clay Baer from OPG-3 had given the webinar presentation of PermitWorks at the June Executive Meeting, and that it is now time to move forward and keep the Town's place in line for the implementation of PermitWorks. This online system would make the application process so much easier for residents and staff. It won't depend on Staff hours (i.e. 7:00 a.m. to 4:30 p.m.), and the online system will categorize and organize the permit applications in an order suitable to the Township.

It was noted that though Baer should have been present to discuss PermitWorks, the need for this next step for the Town is clear; it needs to be an additional service for residents. It was noted that this agenda item goes along with the infrastructure management and GIS Implementation the Town is working so hard to update and maintain.

This fall staff will be editing ordinances and going through a fee schedule. A question was brought up as to whether the Town's Building Inspector has reviewed the sheets that PermitWorks would look at. It was noted that he had. There was a question as to why there was no item on grading. It was the consensus that the Town Clerk will look into the grading aspect in PermitWorks.

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McCune moved to authorize submission of the fee schedule to OPG-3 to begin the next step in implementation of the on-line permitting process. Ruzek seconded. Ayes all.

RESCHEDULE OCTOBER EXECUTIVE MEETING – RESCHEDULE OCTOBER 25, 2019 EXECUTIVE MEETING TO FRIDAY, OCTOBER 18, 2019 DUE TO A CONFLICT: The Town Clerk reported that there is a conflict in schedule for the October Town Board Executive Meeting. There was discussion on potentially moving the meeting to the Friday before, the 18th, or the day before, Thursday, the 24th of October.

It was noted that October 18th is MEA weekend and Employee Recognition Day. It was the consensus that everyone would look at their schedules and table this item to the next meeting.

5508 WEST BALD EAGLE BOULEVARD – DISCUSSION AND UPDATE: The Town Planner reported that Nathan Landucci of Bald Eagle Island has started construction on his garage at 5508 West Bald Eagle Boulevard. He had originally applied to have a guest cottage as a place of “refuge” atop the garage structure earlier this year, but the Board denied it on height. However, the Board approved the setback and lakeshore variances so he could construct a new garage.

The Town Attorney explained that this property is a very unique situation because usually a garage is considered an “accessory” structure verses a “principle use” structure. However, since this garage is the only property on this lot it can be considered as “principle use” since it is a separate tax parcel. The height of 15 feet for the garage is permitted in this situation for this situation.

It was noted that Landucci did change the grade elevation, filling the flood plain as permitted by RCWD. It was noted that the neighbors are concerned with the taller than normal structure, but the Town’s Building Inspector has monitored and reviewed everything according to the books.

OPEN TIME: No one was present for open time.

RECEIPT OF AGENDA MATERIALS / SUPPLEMENTS: McCune motioned to receive all Agenda Materials & Supplements for tonight’s meeting. Ruzek seconded. Ayes all.

Ruzek moved to adjourn the meeting at 8:15 p.m. McCune seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Town Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
August 22, 2019**

Agenda Number: 5A – Consent Agenda

**Subject: Reschedule October 25, 2019 Executive Meeting –
Reschedule the October 25, 2019 Executive Meeting &
Employee Appreciation Event to Thursday, October 24, 2019**

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Reschedule the October 25, 2019 Executive Meeting & Employee
Appreciation Event to Thursday, October 24, 2019



**Town Board Meeting
August 21, 2019**

Agenda Number: 5B – Consent Agenda

Subject: 2019 Bow Hunting Request – Approve 2019 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport

Documentation: Mailer & Kavaloski Deer Hunt Permission Forms / Licenses

Action / Motion for Consideration:

Receive Information / Discuss

Approve 2019 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport

**FYI – These 2 have been hunting here for the last 10 years with no incident

**Minutes
Town Board Meeting
August 20, 2019**

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Approve 2018 Deer Hunting Requests for Joe Mailer & Harry Kavaloski to Bow Hunt on Township Property Near Benson Airport & John Duxbury on Township Property Near State Tool, Assuring, For Safety Reasons, That the Direction of Fire Would Only be Toward the Rice Lake Open Space and No Arrows Toward the State Tool Building; Prudhon seconded. Ayes all.



DEER HUNT PERMISSION FORM

It is Township policy to allow deer hunting in areas where extreme numbers of deer cause damage to property and endanger the public health and safety. The following are requirements to hunt in White Bear Township:

1. Hunters must have written permission from the landowner where they intend to hunt.
2. Hunters must obey all State and Federal laws.
3. Hunting with bow and arrow only.
4. All hunters must show proof of completing the MN Bow Hunter Education Program.
5. Hunters must receive written permission from the Town Board.
6. Hunters must contact the Ramsey County Sheriff's Department with the date, time and place where they intend to hunt. Phone - 651-767-0640.
7. Hunters must register any deer killed with the Township. (See attached form)

The following information must be provided:

1. Name Joe Mailer
Address 3967 Lakewood Ave WBLTW, MN 55110
Phone Home 612-269-5620 Cell _____
2. Property owners name and address Land South of Benson Airport
Property Owners Signature (required) _____
3. Date when you intend to hunt 9-14-2019 to 12-31-2019
4. Date when the application will be reviewed by the Town Board _____

RECEIVED
JUL 23 2019
TOWN OF WHITE BEAR



DEER HUNT PERMISSION FORM

It is Township policy to allow deer hunting in areas where extreme numbers of deer cause damage to property and endanger the public health and safety. The following are requirements to hunt in White Bear Township:

1. Hunters must have written permission from the landowner where they intend to hunt.
2. Hunters must obey all State and Federal laws.
3. Hunting with bow and arrow only.
4. All hunters must show proof of completing the MN Bow Hunter Education Program.
5. Hunters must receive written permission from the Town Board.
6. Hunters must contact the Ramsey County Sheriff's Department with the date, time and place where they intend to hunt. Phone - 651-767-0640.
7. Hunters must register any deer killed with the Township. (See attached form)

The following information must be provided:

1. Name HARRY J. KAWALOSKI
Address 4694 EUROPA TR. N
HUGE, MN
Phone Home _____ Cell 612-730-2646
2. Property owners name and address BENSON AIRPORT

Property Owners Signature (required) _____

3. Date when you intend to hunt SEPT. 14 - DEC. 31 2019
4. Date when the application will be reviewed by the Town Board



Joe Mailer has been approved by the Town Board of White Bear Township to bow hunt for deer on property owned by White Bear Township described as follows:

Section 1, Township 30, Range 22, East of Highway 61, South of Benson Airport, and North and East of the Lake Country Preserve Development.

This Permit to hunt is valid only during the following timeframe:

September 15 – October 6, 2019
October 14 – October 27, 2019
November 4 – December 31, 2019

Only the person named on this Permit is permitted to hunt on this property. The Permit is non-transferrable.

Dated: August 21, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



Harry Kavaloski has been approved by the Town Board of White Bear Township to bow hunt for deer on property owned by White Bear Township described as follows:

Section 1, Township 30, Range 22, East of Highway 61, South of Benson Airport, and North and East of the Lake Country Preserve Development.

This Permit to hunt is valid only during the following timeframe:

September 15 – October 6, 2019

October 14 – October 27, 2019

November 4 – December 31, 2019

Only the person named on this Permit is permitted to hunt on this property. The Permit is non-transferrable.

Dated: August 21, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
August 21, 2019**

Agenda Number: 5C – Consent Agenda

Subject: State Fair Park & Ride No Parking Request Along Greenhaven Drive:

- Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to the Second Driveway Entrance to Calvary Church from August 22 to September 2, 2019
- Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Court & Both Sides of Gilfillan Lane at the Request of Area Residents from August 22 to September 2, 2019

Documentation: Staff Memo /
E-mails /
Maps

Action / Motion for Consideration:

Receive Information / Discuss

State Fair Park & Ride No Parking Request Along Greenhaven Drive:

- Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to the Second Driveway Entrance to Calvary Church from August 22 to September 2, 2019
- Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Court & Both Sides of Gilfillan Lane at the Request of Area Residents from August 22 to September 2, 2019

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CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5B) State Fair Park & Ride No Parking Request along Greenhaven Drive: 1) Approve the Request by the Minnesota State Fair to Post No Parking Along Both Sides of Greenhaven Drive from Highway 96 to Gilfillan Court from August 23 to September 3, 2018; 2) Also Approve Placement of No Parking Signs on Both Sides of Gilfillan Lane and Gilfillan Court at the Request of Area Residents from August 23 to September 3, 2018. Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: AUGUST 15, 2019

SUBJECT: STATE FAIR PARKING – CALVARY CHURCH

Staff has been contacted by the Minnesota State Fair Transportation Manager & the Southwind of Gilfillan Hills Homeowners Association regarding this year's State Fair parking at Calvary Church.

As was the case last year, the State Fair is requesting that no parking signs be placed on both sides of Greenhaven Drive from Highway 96 to the second driveway entrance at Calvary Church, and the Association is requesting no parking signs on both sides of Gilfillan Court & Gilfillan Lane.

I spoke with Public Works and was advised that we have enough signs to cover the requests.

PSW/s
cc:admin.file

Patti Walstad

From: Pat Christopherson
Sent: Friday, August 9, 2019 10:14 AM
To: Patti Walstad
Subject: FW: No Parking signs Greenhaven Dr.
Attachments: 19 Lorenz No Parking Calvary Church WBT.pdf

Town Board agenda

Thanks!

PC

From: steve.grans@mnstatefair.org <steve.grans@mnstatefair.org>
Sent: Friday, August 9, 2019 10:10 AM
To: Pat Christopherson <Pat.Christopherson@whitebeartownship.org>
Cc: DougL@LorenzBus.com
Subject: No Parking signs Greenhaven Dr.

Caution: This email originated outside our organization; please use caution.

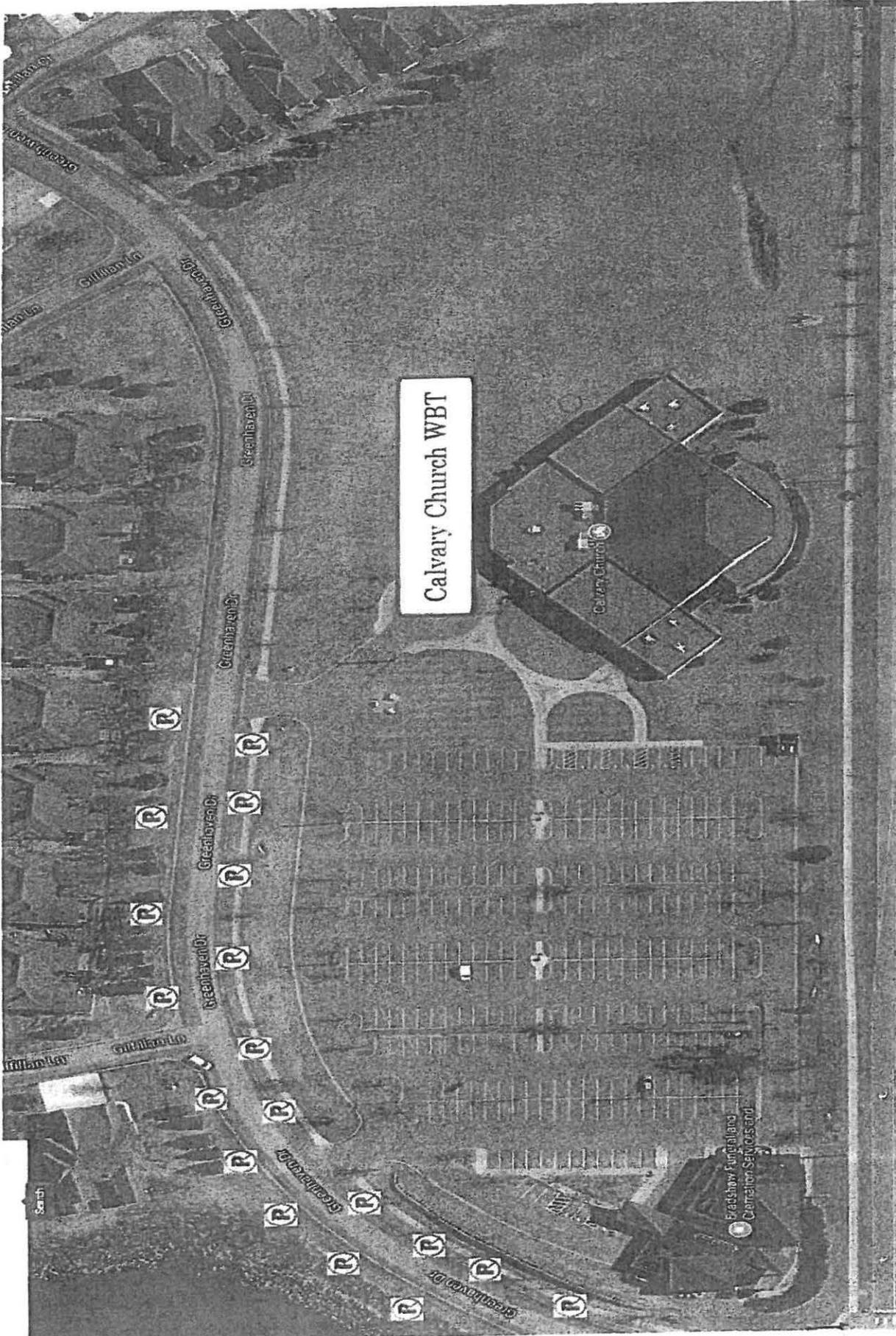
Hello Pat,

Again this year, the State Fair is offering a free Park & Ride service for fair customers at Calvary Church White Bear Township. Lorenz Bus Service has requested the posting of No Parking on both sides of Greenhaven Dr. from Hwy 96 to the second driveway entrance of Calvary Church. I spoke with Peter at Public Works and he said to send this request to you.

If there are any questions, please let me know.

Thank you,

Steve Grans
Transportation Manager
Minnesota State Fair
651-288-4463 (office)
651-603-6814 (fax)
steve.grans@mnstatefair.org



Patti Walstad

From: nyreidr@gmail.com
Sent: Wednesday, August 14, 2019 9:18 AM
To: Patti Walstad
Cc: Sarah Maristuen
Subject: Fair Parking Southwind of Gilfillan Hills

Caution: This email originated outside our organization; please use caution.

As the fair approaches it is time for me to request fair parking modifications. As you know , Gilfillan Lane and Gilfillan Court are both narrower than average streets.

During the fair we expect to have more parking pressure than normal. Residents on both of these streets have asked me to request temporary no parking signs for the duration of the fair.

The no parking signs will allow for emergency vehicle traffic and mail delivery. In discussing this with the White Bear Fire Department, it was noted that a minimum of one half of these two streets would have to be marked to allow a fire truck access.

We are not requesting signs on Greenhaven Drive as it is a wider street and I hope the post office will be able to deliver mail before the mailboxes are blocked by fairgoers parking.

Please put this request on the council agenda for the next meeting .

Sincerely

Bob Nyre

nyreidr@gmail.com

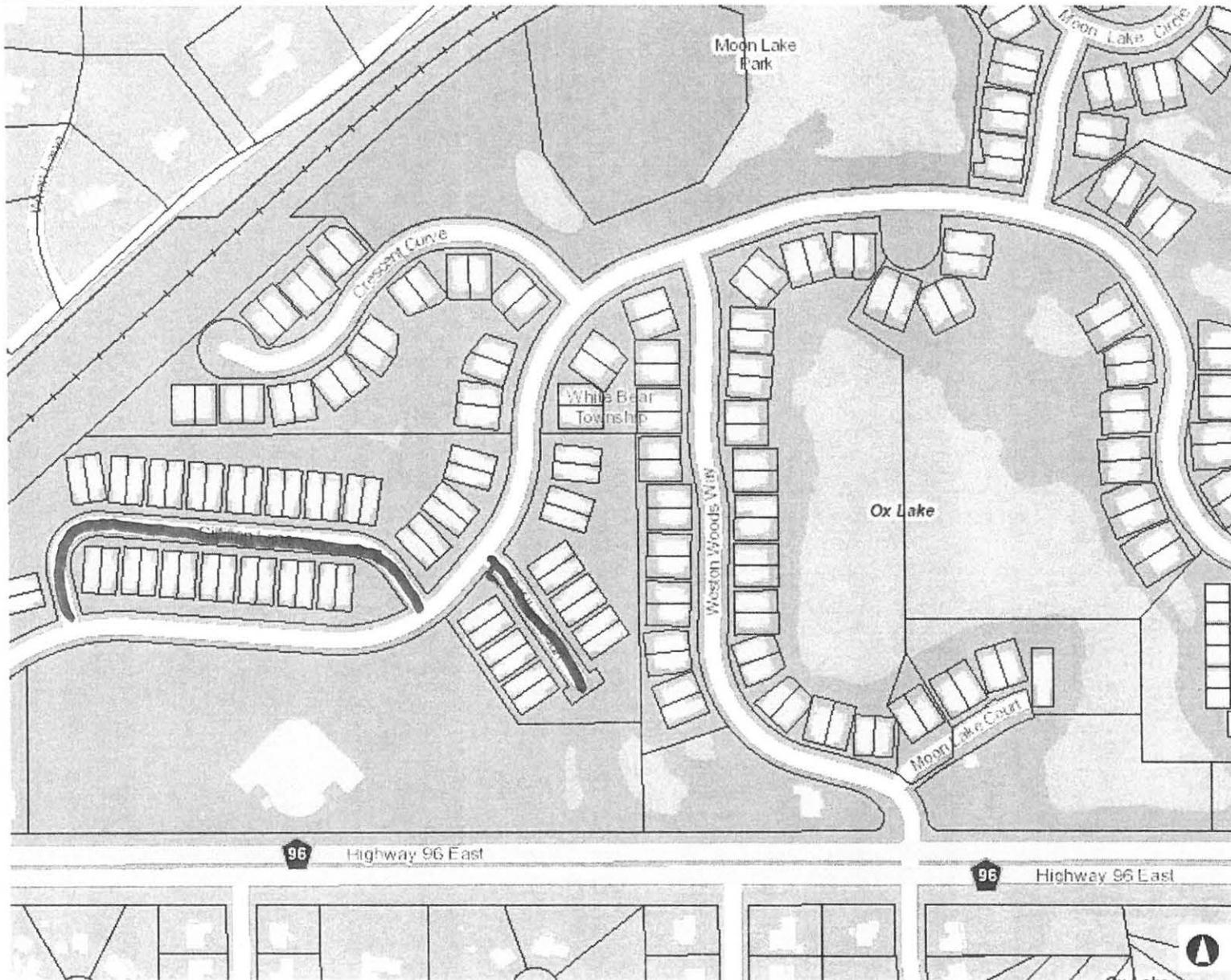
701-720-3937 cell

President Southwinds of Gilfillan Hills HOA

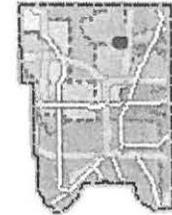
Could you reply to this email to indicate you have the request?

Thanks

Bob



Legend



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

Notes

Enter Map Description

600.0 0 300.00 600.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

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



**Town Board Meeting
August 21, 2019**

Agenda Number: 5D – Consent Agenda

Subject: Township Day Parking Agreement – Based on Town Attorney & Staff Review & Recommendation Approve Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC Allowing the Use of Their Parking Lot for Parking on Township Day

Documentation: Agreement

** Lisa Beecroft is obtaining the signature – not available at time of printing

Action / Motion for Consideration:

Receive Report / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC Allowing the Use of Their Parking Lot for Parking on Township Day

Hold Harmless Agreement

This Hold Harmless agreement is made this ____ day of August, 2019 by the Town of White Bear (the "Town") in favor of Stellen Medical, LLC, a Minnesota Limited Liability Corporation ("Stellen") and the Town of White Bear, a Minnesota Corporation (the "Town").

The parties agree as follows:

1. **Indemnification.** Subject to the limitations on tort liability set forth in the provisions of Minnesota Statutes Sections 466.01 through 466.15, the Town shall indemnify, defend and hold harmless Stellen and their officials, employees, representatives and agents from any and all liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the Stellen or any of their officials, employees, representatives or agents as a result of any claim, demand, action or suit arising out of, or in connection with, the use of Stellen's parking lot by the Town or its guests or invitees during the September 14, 2019, Township Day Event, except to the extent caused by the gross negligence or willful misconduct of Stellen or its officers, employees or agents.
2. **Waiver and Assumption of Risk.** The Town knows, understands and acknowledges the risks and hazards associated with using the parking lot and hereby assumes any and all risks and hazards associated therewith. The Town hereby irrevocably waives any and all claims against Stellen or its officials, employees, representatives or agents for any bodily injury, including death, loss or property damage incurred by the Town as a result of using the parking lot during the September 14, 2019, Township Day Event, and hereby irrevocably releases and discharges Stellen and its officials, employees, representatives and agents from any and all claims of liability, except to the extent caused by the gross negligence or wrongful misconduct of Stellen or its officers, employees or agents.

TOWN OF WHITE BEAR

STELLEN MEDICAL, LLC.

By: _____
ED M PRUDHON, Chair

By: _____
Its _____

ATTEST:

By: _____
PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
August 21, 2019**

Agenda Number: 5E – Consent Agenda

Subject: VFW On-Sale Liquor License – Approve Township Day On-Sale License Request

Documentation: Staff Memo w/attachments /
Liquor License

Action / Motion for Consideration:

Receive Report / Discuss

Approve Township Day On-Sale License Request for VFW Post 1782

Minutes
Town Board Meeting
July 16, 2019

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5B) Approve VFW On-Sale Liquor License Request for Township Day Event (as amended in the meeting supplement); Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: AUGUST 15, 2019

SUBJECT: VFW TEMPORARY LIQUOR LICENSE

VFW Post 1782 will again be participating in the Township Day event being held at Polar Lakes Park on September 14, 2019, and are requesting a license to sell beer at the event.

Section 2-7 of Ordinance No. 32 (Liquor) states as follows:

Temporary "on-sale" licenses may be issued to a club or charitable organization, religious, or non-profit organization in existence for at least three (3) years in connection with social events within the Town, for up to three (3) days in accordance with Minnesota Statutes, Section 340A.404, Subd. 10.

The VFW has submitted the following required documentation:

- Application and Permit for a 1 to 4 Day Temporary On-Sale Liquor License;
- Certificate of Insurance listing White Bear Township as a certificate holder; and
- Payment of the \$250.00 fee.

Action Requested:

Approve issuance of a temporary on-sale liquor license to VFW Post 1782 for the Township Day event to be held on September 14, 2019, at Polar Lakes Park.

PSW/s
cc:admin/add.file
b:vfw-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 AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Date organized Tax exempt number

Address City State Zip Code

Name of person making application Business phone Home phone

Date(s) of event Type of organization
 Club Charitable Religious Other non-profit

Organization officer's name City State Zip Code

Location where permit will be used. If an outdoor area, describe.

Polar Lake Park
1211 Hammond Rd.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

VFW Post 1782, 4496 So. Ave. W.B.L. MN 55110

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Wilson Mutual Ins. 1,000,000.00

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2019

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 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).

PRODUCER GRIEMANN AGENCY 4528 HWY 61 WHITE BEAR LAKE MN 55110	CONTACT NAME: JAMES GRIEMANN PHONE (A/C No. Ext): 6514078506 E-MAIL ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED KEEP ZIMMER POST 1782 4496 S LAKE AVE WHITE BEAR LAKE MN 55110	INSURER A: COVINGTON INSURANCE	NAIC # 1492
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VBA6087980	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 20,000.00 PERSONAL & ADV INJURY \$ 100,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 100,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	LIQUOR LIABILITY			VBA6008780	04/01/2019	04/01/2020	LIMITS OF LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SPECIAL EVENT TOWNSHIP DAYS 9-14-2019

CERTIFICATE HOLDER WHITE BEAR TOWNSHIP & RAMSEY CTY SHEFF DEPT WHITE BEAR CONS DEPT 1281 HAMMOND ROAD WHITE BEAR TOWNSHIP MN 55110	CANCELLATION 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 
---	--

\$ 250.00

License No. 2019-13

State of Minnesota



County of Ramsey

1 - 4 Day Temporary "On - Sale" Liquor License

PURSUANT TO APPLICATION MADE THEREFORE, payment of a fee as established by the Town Board of the Town of White Bear and as amended from time to time, approval by resolution adopted by the Town Board at a meeting thereof, and upon investigation and satisfactory evidence of the qualification of the licensee(s) herein named to receive the same and that the place of sale hereinafter described is a proper and legal place therefore,

LICENSE IS HEREBY GRANTED TO

**VFW Post 1782
4496 S. Lake Avenue**

for **September 14, 2019**, TO SELL INTOXICATING LIQUORS as defined by law AT RETAIL ONLY FOR CONSUMPTION AT THE TOWNSHIP DAY EVENT located at Polar Lakes Park, 1283 Hammond Road and IN THE MUNICIPALITY OF **White Bear Township, Ramsey County, Minnesota**; subject, however, to the laws of the United States, the laws of the State of Minnesota, the regulations and ordinances of the Town of White Bear, and the rules and regulations of the LIQUOR CONTROL COMMISSIONER, relating to the sale and distribution of intoxicating liquors, hereby made part hereof, and subject to revocation according to law for violation thereof.

This license is non-transferable except by authority of the Town Board of the Town of White Bear, Ramsey County, Minnesota.

WITNESS THE GOVERNING BODY OF THE TOWN OF WHITE BEAR and the official seal thereof on this **21ST** day of **August, 2019**.

ATTEST: *PATRICK CHRISTOPHERSON, Town Clerk-Treasurer*

SIGNATURE:



**Town Board Meeting
August 21, 2019**

Agenda Number: 5F – Consent Agenda

**Subject: Zoning Ordinance Amendment & Wetland Permit Request
@ SMC Corporation, 5800 & 5858 Centerville Road – Call
Public Hearings for Monday, September 16, 2019 Beginning
@ 7:00 p.m. to Consider the Requests**

Documentation: Public Notice

Action / Motion for Consideration:

Receive Report / Discuss

Call Public Hearings for Monday, September 16, 2019 Beginning @ 7:00 p.m. to Consider the Requests for a Zoning Ordinance Amendment, & a Wetland Permit @ the SMC Corporation, 5800 & 5858 Centerville Road



Public Notice

Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, September 16, 2019, beginning at 7:00 p.m. to consider the following requests:

- Amendment of Section 7-1 of Ordinance No. 35 (Zoning)
- Wetland Permit to Allow Filling & Mitigation

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

Lot 1, Block 2, & Outlot A of the Specialty Manufacturing Addition
(5800 & 5858 Centerville Road)

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

Given under my hand this 21st day of August, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
August 21, 2019**

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

Subject: **Annual Storm Water Presentation – Call the Informational Public Hearing for Monday, October 21, 2018, Beginning at 7:00 p.m. for the Annual Presentation of the Town’s Storm Water Pollution Prevention Program**

Documentation: Not Received from TKDA at time of printing

Action / Motion for Consideration:

Receive Report / Discuss

Call the Informational Public Hearing for Monday, October 21, 2018, Beginning at 7:00 p.m. for the Annual Presentation of the Town’s Storm Water Pollution Prevention Program



**Town Board Meeting
August 21, 2019**

Agenda Number: 5H – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace an Electric Service with an Underground Gas Service for the Residence at 5340 East Bald Eagle Boulevard Which Will Require Directional Boring under Short Street

Documentation: Town Engineer Correspondence w/ attachments

Action / Motion for Consideration:

Receive Report / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace an Electric Service with an Underground Gas Service for the Residence at 5340 East Bald Eagle Boulevard Which Will Require Directional Boring under Short Street



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

August 14, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
5340 Bald Eagle Boulevard East
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

XcelEnergy has applied for a permit to replace an electric service with a underground gas service for residence at 5340 Bald Eagle Boulevard East. The project will require directional boring under Short Street. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect Short Street during the boring activity.
2. Contractor must protect sewer and water services along the construction route.
3. Disturbed areas shall be restored equal to or better than original condition.
4. Bald Eagle Boulevard East is also County Road 154 which is under the jurisdiction of Ramsey County and may need a separate permit with them.
5. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
6. Call Gopher One-Call prior to any work.

Sincerely,

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

Jim Studenski, P.E.
Town Engineer

Enclosures

Date: 8/10/2019
Project No: 103448261
Service Designer: Laurie VanOstrand
651-779-3160

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

To:

Jim Stuedenski
1281 Hammond Rd
White Bear Lake, MN 55110

Application is hereby made for permission to replace, construct and therefore maintain:
One gas service (see sketch)..

I. Type of Utility – Gas , Residential service

Installing gas service to feed 5340 Bald Eagle Blvd, connecting to main on south side of Short st.

II. Work to be started upon approval and completed by 12/31/19

Application Approved

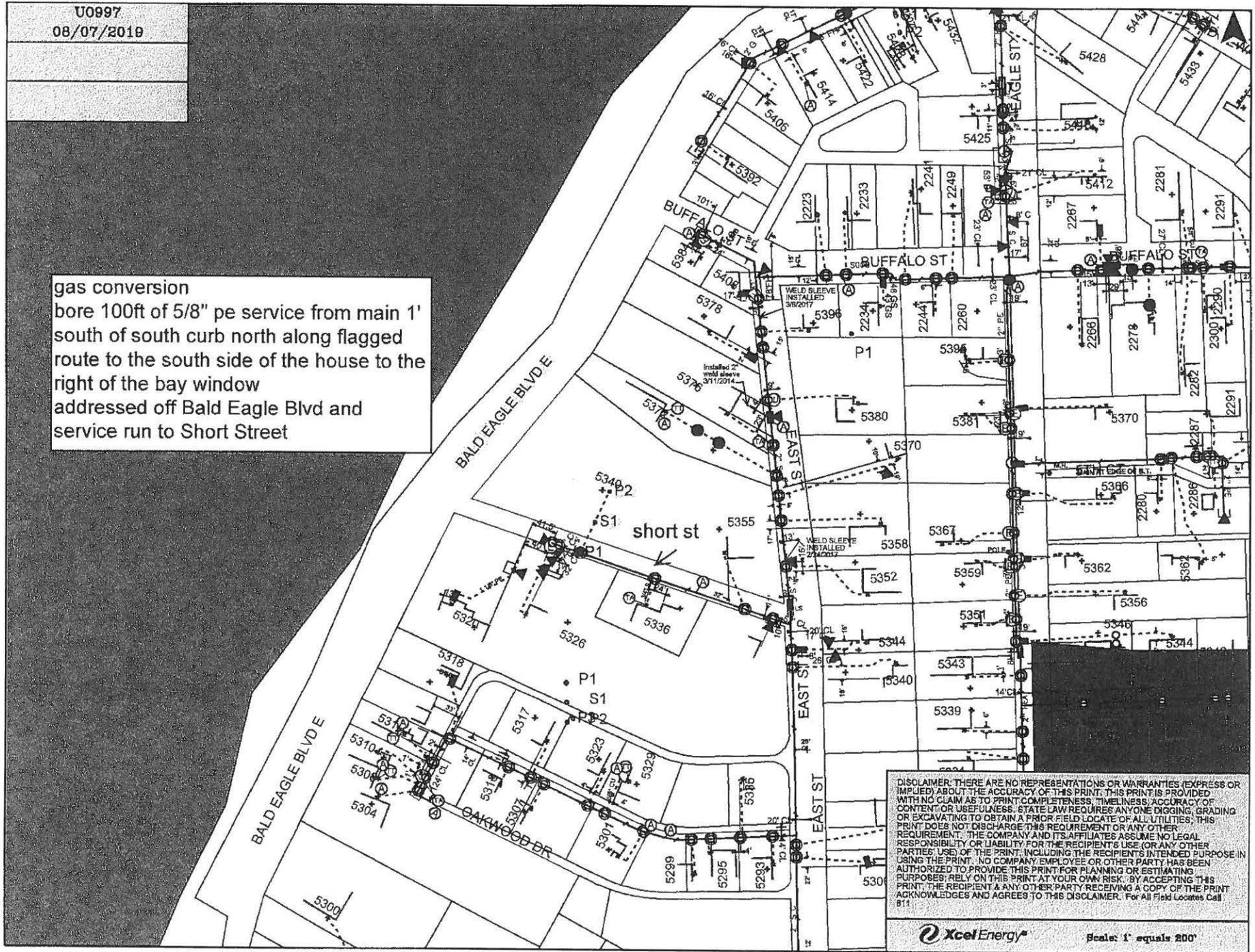
Xcel Energy
d/b/a Northern States Power Company

Laurie VanOstrand

Laurie VanOstrand
Service Designer
1700 East County Rd E
White Bear Lake, MN 55110
Laurie.vanostrand@xcelenergy.com
Fax 651-779-3509

Date: _____

gas conversion
bore 100ft of 5/8" pe service from main 1'
south of south curb north along flagged
route to the south side of the house to the
right of the bay window
addressed off Bald Eagle Blvd and
service run to Short Street



Scale: 1" equals 200'



**Town Board Meeting
August 21, 2019**

Agenda Number: 5I – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Replace an Underground Coaxial Cable Line to Service a Resident at 5530 Peterson Road Which Line is due to a Pole Removal & Will Require Directional Boring under Peterson Road

Documentation: Town Engineer Correspondence w/ attachments

Action / Motion for Consideration:

Receive Report / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the Comcast Permit to Replace an Underground Coaxial Cable Line to Service a Resident at 5530 Peterson Road Which Line is due to a Pole Removal & Will Require Directional Boring under Peterson Road.



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

August 14, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Comcast Permit Application
5530 Peterson Road
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

Comcast submitted an application for a permit to replace underground coaxial cable line to service a resident at 5530 Peterson Road. The service change is due to a pole removal. Work will include directional boring under Peterson Road.

We recommend approval with the following conditions:

1. Construction must protect Peterson Road during the boring process.
2. Peterson Road doesn't follow the centerline of the right-of-way.
3. Peterson Road improvements may occur in the future.
4. Disturbed areas shall be restored equal to or better than original condition.
5. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
6. Call Gopher One-Call prior to any work.

Sincerely,

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

Jim Studenski, P.E.
Town Engineer

Enclosures

PERMIT NO. _____ CITY OF WHITE BEAR TOWNSHIP

APPLICATION FOR PERMIT FOR INSTALLATION OF UTILITIES
OR FOR PLACING UNDERGROUND CONSTRUCTION

Name of Party or Organization performing work COMCAST/TAK
Address 3050 ECHO LAKE AVE ^{MAHTOMEDI} _{MINN 55125} Telephone No. (651) 414-7045

1. Nature of Work BORE FROM WEST SIDE OF ROAD TO EAST SIDE ^{TO CONVERT UNDERGROUND} _{BUMP POLE BEING REMOVED}
Type of Surface to be Disturbed _____
(Check type) Gravel Bituminous Concrete Boulevard

2. Location _____
Street, Avenue, and House number 5530 PETERSON RD
(Additional Information attached when necessary)

3. Size and kind of pipe, conduit or cable _____ 1"
Depth from Surface (Min. 18") _____ 24"

4. Method of Installation or Construction (including method of compaction & excavation)
Plow
Pneuma Gopher & Tamper XX
Directional Bore

5. Work to start within when permitted days and completed within 120 days thereafter

6. Will detouring of traffic be necessary? NO If so describe rerouting

CITY ENGINEER
JIM STUDENSKI @ TKDA
PHONE # (651) - 292-4503
EMAIL JIMSTUDENSKI@TKDA.COM

For Comcast
Signed by [Signature]
Dated 8-2-19

The date when work is completed must be reported to the person designed by municipality.

AUTHORIZATION OF PERMIT

Upon payment of permit fee in the amount of \$ - _____ and in consideration of the agreement to comply in all respects with the Street or Alley excavation ordinances and regulations applicable covering such operations, permission is hereby granted for the work to be done as described in the above application, said work to be done in accordance with special precautions required, as hereby stated:

It is expressly understood that this permit is conditioned upon replacement or restoration of the disturbed area to its proper condition in accordance with the appropriate rules and regulations.

APPROVED _____
DATED _____

DROP BURY / SITE SURVEY FORM

PLEASE FILL OUT FORM COMPLETELY

CITY	ACCT #	NODE	TECH#	DATE
White Bear	8772105420106581		0153	8-1-19

SUB NAME	ADDRESS	PHONE #
Pamela Kost	5530 Peterson Rd	(715) 379-3984

SFU

DUPLEX

QUAD

ARIAL > UG

WHY IS BURY NEEDED

Bump pole going away

DROP LENGTH

SW BORE LENGTH

OUTLET LENGTH

DW BORE LENGTH

ALL OUT?

ROAD/ALLEY BORE

INSTALL PENDING?

CALL B4 BURY

PRE-BURY

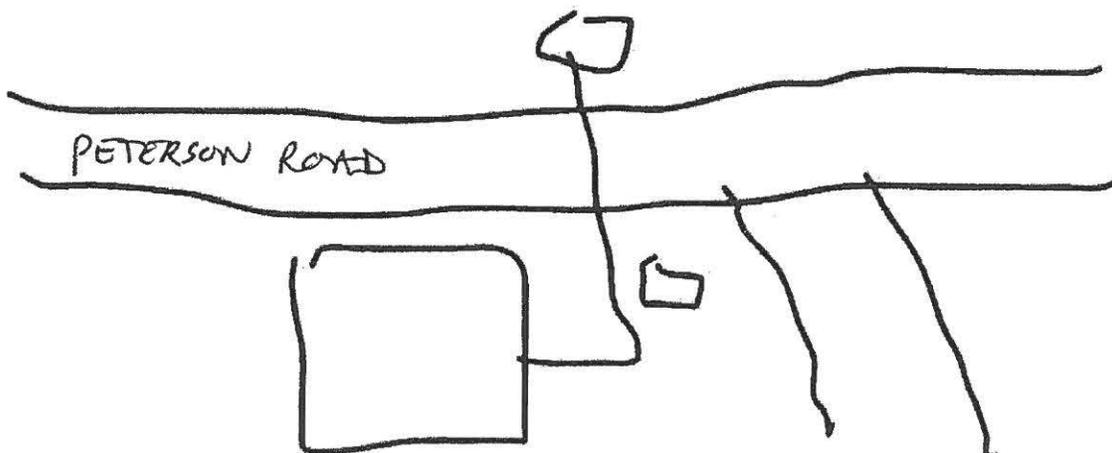
NEEDS MAST?

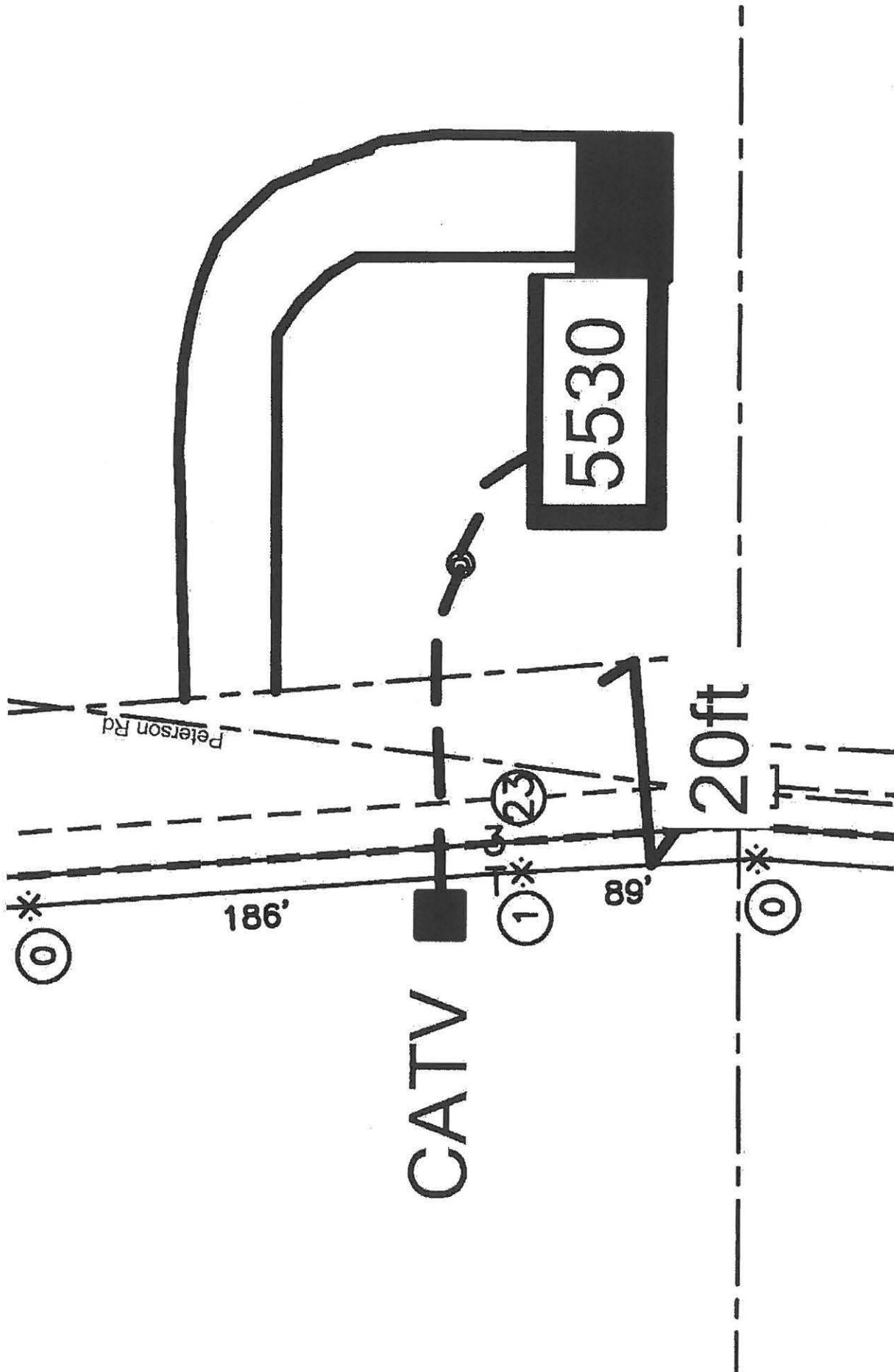
SPRINKLER	DOG FENCE	LANDSCAPING
<input type="text"/>	<input type="text"/>	<input type="text"/>

PAINTED AND FLAGGED?

DIAGRAM...

→
NORTH







**Town Board Meeting
August 21, 2019**

Agenda Number: 5J – Consent Agenda

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace Buried Cable to Service the Existing Residence at 1260 Birch Pond Trail Which Will be Performed Through Boring Through Three Driveways & Open Trenching

Documentation: Town Engineer Correspondence w/ attachments

Action / Motion for Consideration:

Receive Report / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace Buried Cable to Service the Existing Residence at 1260 Birch Pond Trail Which Will be Performed Through Boring Through Three Driveways & Open Trenching

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



August 16, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: CenturyLink Permit Application
1260 Birch Pond Trail
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 1260 Birch Pond Trail. The proposed improvement will be performed through boring through three driveways and open trenching.

We recommend approval with the following conditions:

1. Contractor must protect all three 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,

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

Jim Studenski, P.E.
Town Engineer

Attachments

DATE:	8/15/19
JOB #	19140069

INFORMATION ON LOCATION:

CUSTOMER NAME: Doug Craig
ADDRESS: 1260 Birch Pond TRL

WORK TO BE PERFORMED:
 Plow 147 feet of 3pr 22 gauge copper cable, including a three bores under driveways at 1262,1264 and 1270 Birch Pond TRI 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: Jane Brown 320-365-0086

Approval: _____ Date: _____

Please return to Jane Brown : jane.brown@telcomconstruction.com

Revised 1-15-2019		CMS#	19140069 OOS PERMIT
CenturyLink BSW Order/Maintenance Work Authorization			
Company	T600	Exchange Name	STPLMNH8
Work Activity	Drop-Buried Copper	Capital	N
Customer Name	Craig, Doug	Phone#	6514281788
Address	1260 Birch Pond Trl	One Call Ticket#	
City & Zip	White Bear Township		
Location/Directions	NA		
Description of Work or Special Instructions	Need to bore 3 driveways, CAN'T TEMP SUBI		
Held Order	Y	Permit:	N
		Bore:	Y
		CBR#	6512319907
Tech Name and Tech #	Nate Krzewina B54		Employee Contact#
			6125032588
Sketch	Material/Labor Units		Footage/Quantity
(Include Cntr Line & Pedestal)	Description	Notes	Comments
Cntr Line foot	SEB3-22	BSW-3 & plow picmt	84
	SEB3-22T	BSW-3 & hand dig picmt	0
Ped#	SEPCUTOVER	CUTOVER BSW	1
Parish/County	BM83	BSW guard at house	0
	XXSEB-GL	Remove temp drop	0
		Footage when temp can't be re-used	
Township:	BM61(1.25)SEB	BSW Bore footage	63
Section	SEBO PER FT LBR	Fiber & plow picmt	0
Range	SEBO PER FT LBR T	Fiber & hand dig picmt	0
	SEB6-22	BSW-6 & plow picmt	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.	Hwy 98	Plat Page	Map#

Map

Originated By:	Nate Krzewina	Date:	7/31/19	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
August 21, 2019**

Agenda Number: 5K – Consent Agenda

Subject: Construction Activity Report

Documentation: Report

Action / Motion for Consideration:

Receive Report / Discuss

White Bear Township Construction Activity Report

	JULY 2019		2019 YEAR TO DATE		2018 YEAR TO DATE	
<u>BUILDING PERMIT</u>						
<u>HOUSING</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
SINGLE FAMILY	1	402,000	5	1,735,915	8	2,183,000
TOWN HOME	-	-	-	-	-	-
TOTALS	1	402000	5	1,735,915	8	2,183,000
<u>MISCELL. RESIDENTIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	7	104,524	26	607,571	40	1,391,170
SIDING, ROOF. & WIND.	27	340,050	188	2,244,348	248	2,719,627
DECKS	5	32,825	26	161,865	25	143,900
SWIMMING POOLS	1	5,000	1	5,000	1	2,500
ACCESSORY BLDG	-	-	4	124,100	2	35,000
OTHER	3	21,368	18	191,980	23	99,122
TOTALS	43	503,767	263	3,334,864	339	4,391,319
<u>COMMERCIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	1	28,000	3	87,000
INDUSTRIAL	-	-	-	-	-	-
BUSINESS	-	-	-	-	1	610,000
REMODEL & ADDITIONS	1	16,000	8	2,106,000	7	3,072,200
OTHER	-	-	2	30,892	8	288,398
TOTALS	1	16,000	11	2,164,892	19	4,057,598
<u>MISCELLANEOUS</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION			3		2	
	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
<u>TOTALS</u>	45	921,767	282	7,235,671	368	10,631,917
PERMIT REVENUE		\$ 6,932		\$ 57,869		\$ 81,705



**Town Board Meeting
August 21, 2019**

Agenda Number: 5L – Consent Agenda

Subject: Monthly Financial Report - Receive

Documentation: Report

Action / Motion for Consideration:

Receive Report / Discuss

WHITE BEAR TOWNSHIP
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2019

101-GENERAL FUND
 FINANCIAL SUMMARY

58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
PROPERTY TAXES	3,403,055.00	302,100.48	1,847,187.00	54.28	1,555,868.00
LICENSES & PERMITS	187,200.00	11,686.20	112,345.72	60.01	74,854.28
INTERGOVERNMENTAL	200,516.00	2,815.50	126,220.84	62.95	74,295.16
CHARGES FOR SERVICES	135,425.00	7,521.70	87,926.37	64.93	47,498.63
FINES & FORFEITS	16,000.00	1,026.38	4,038.30	25.24	11,961.70
MISC REVENUE	263,710.00	28,042.71	157,558.76	59.75	106,151.24
OTHER FINANCING SOURCES	<u>25,450.00</u>	<u>880.40</u>	<u>21,999.51</u>	<u>86.44</u>	<u>3,450.49</u>
TOTAL REVENUES	<u>4,231,356.00</u>	<u>354,073.37</u>	<u>2,357,276.50</u>	<u>55.71</u>	<u>1,874,079.50</u>
<u>EXPENDITURE SUMMARY</u>					
BOARD OF SUPERVISORS	46,814.00	3,666.95	25,230.01	53.89	21,583.99
GENERAL GOVERNMENT	332,124.00	53,172.20	225,611.78	67.93	106,512.22
RECYCLING	29,572.00	2,620.69	6,366.77	21.53	23,205.23
ELECTIONS	28,000.00	0.00	19,911.00	71.11	8,089.00
ADMINISTRATION	310,209.00	26,477.10	200,249.62	64.55	109,959.38
COMMUNITY DEVELOPMENT	214,534.00	18,170.68	129,650.78	60.43	84,883.22
POLICE & ANIMAL CONTROL	1,078,493.00	89,759.36	537,703.71	49.86	540,789.29
FIRE PROTECTION	299,000.00	24,844.34	173,910.38	58.16	125,089.62
CODE ENFORCEMENT	197,294.00	15,147.15	115,496.73	58.54	81,797.27
ROAD & BRIDGE	633,734.00	40,932.22	437,641.91	69.06	196,092.09
PUBLIC WORKS	267,693.00	19,404.85	160,482.00	59.95	107,211.00
TOWN BUILDINGS	178,654.00	7,367.52	100,932.02	56.50	77,721.98
PARK MAINTENANCE	578,485.00	49,660.94	435,003.09	75.20	143,481.91
TOWNSHIP DAY	<u>36,750.00</u>	<u>2,640.50</u>	<u>11,090.50</u>	<u>30.18</u>	<u>25,659.50</u>
TOTAL EXPENDITURES	<u>4,231,356.00</u>	<u>353,864.50</u>	<u>2,579,280.30</u>	<u>60.96</u>	<u>1,652,075.70</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	208.87	(222,003.80)		222,003.80



**Town Board Meeting
August 21, 2019**

Agenda Number: 6 – Old Business - None

Subject:

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
August 21, 2019**

Agenda Number: 7 – Public Hearing - None

Subject:

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
August 8, 2019**

Agenda Number: 8A – New Business

Town Planner Item:

Subject: Redlin Electric, 2350 Leibel Street – Request for Permitted Use Standards Permit

Documentation: Staff Memo w/attachments / TKDA Correspondence / Permitted Use Standards Application From

** PUS not ready at time of printing, will be in supplement

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Planning Commission & Staff Review & Recommendation Approve a Permitted Use Standards Permit for Redline Electric, 2350 Leibel Street to Construct a 6,558 Square Foot Addition

**Minutes
Town Board Meeting
August 5, 2019**

CONSENT AGENDA: McCune moved to approve 5G) Redlin Electric, 2350 Leibel Street – Receive the Request to Waive the 60-Day Rule for approval of a Permitted Use Standards Permit to allow Redlin Electric building addition. Ruzek seconded. Ayes all.

**Minutes
Planning Commission Meeting
June 27, 2019**

REDLIN ELECTRIC, 2350 LEIBEL STREET – Request for Permitted Use Standards Permit to Construct a 6,558 Square Foot Addition onto the Existing Building: Riedesel summarized the Permitted Use Standards Permit that is being requested. Jim Faulkner, architect and contractor, is working with Craig Marshall, owner of Redlin Electric to design and build an addition onto their property on Leibel Street A 6,558 square foot addition is proposed on the south side of the building. The current

building has three suites, and with this addition it will have a total of six, the three new suites being larger in area.

This addition is proposed to be taller than the current building, though it still meets the Town's height requirements. There is one overhead door and one service door proposed to serve each suite. A driveway and parking area is also proposed.

Riedesel went through the proposals and the requirements and standards set forth by the Zoning Ordinance. The standards are all met. There was discussion of the building not proposed to have a separate storm water treatment system, and whether drainage needs to be constructed on the property.

Both Faulkner and Marshall were present to discuss the plans and answer any questions the Planning Commission had. Faulkner explained that Redlin Electric has a wetland setback and that the drainage in the landscaping was previously set, that's not something they can change. There was discussion on soil boring and implementing curb with spillways, but due to the wetland location they can't do that. There was further discussion of the landscape plan and stormwater treatment that Faulkner is planning. It was the consensus that there should be some updates to this landscaping plan and current landscaping on site.

The Town's Building Inspector is meeting with the Town Engineers and they are reviewing the proposal. Once the proposal is approved then they will be looking for bids. There was discussion of setting requirements for business use standards agreement for rental properties in the future.

Kotilinek moved to recommend to the Town Board to approve the request for the Permitted Use Standards Permit with the stipulation for businesses other than his have to pave parking, and the tenants would make this property public use, contingent on the updates to the landscape plan and updates to ponding. Loes seconded. Ayes all.

This agenda item is set to be at the Town Board Meeting of July 15th.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: JUNE 18, 2019

SUBJECT: BUILDING ADDITION
REQUEST: PERMITTED USE STANDARDS PERMIT

APPLICANT: FAULKNER PROPERTY LLC, JIM FAULKNER FOR CRAIG MARSHAL, REDLIN ELECTRIC
LOCATION: 2350 LEIBEL STREET
ZONING: I-1, LIGHT INDUSTRIAL

Mr. Faulkner is working with Craig Marshall, owner of Redlin Electric to design and build an addition onto their building at 2350 Leibel Street. The existing building was constructed in 1998 and is 4,966 square feet in area. A 6,558 square foot addition is proposed on the south side of the building. The current building has three suites. The addition is also proposed to have 3 slightly larger suites.

The new addition is proposed to be slightly taller than the existing building. One overhead door and one service door is proposed to serve each suite. The existing parking lot is gravel. It will likely remain as gravel but Mr. Marshall is considering paving the drive lane and parking area.

The Redlin building is located in the Leibel Addition light industrial park. This light industrial park has a list of requirements which must be met in addition to the standards set forth by the Zoning Ordinance. The Leibel Addition requirements are:

- a. Limited outside storage shall be allowed with adequate screening consisting of 100% opaque fencing to compliment the building. Maximum fence height allowed shall be 6', 3% of site outside storage max. – defined by section 3-36A of Ordinance #35 (requires a conditional use permit).
No outside storage of equipment is planned. The construction trailers located where the addition is planned will be removed.
- b. No use of wrinkle metal in building exteriors shall be permitted.
None is proposed.
- c. All roof pitches shall be at the ratio of 4:12 or greater.
A 4:12 pitch roof is proposed.
- d. No garage doors shall face any public street.
The doors face away from Leibel Street.
- e. Roof overhangs above sidewall and end wall shall extend a minimum of two feet.

- A one-foot overhang is shown. This must be increased to 2'.
- f. All building exteriors shall be earth tones, e.g., no blue, orange, red, purple, white.
The building exterior will match the existing building.
 - g. Dumpsters shall be screened with a 100% opaque fence painted the color of the principal structure.
A screened dumpster storage area must be provided.
 - h. The Township shall dictate a common light standard for all outside lighting.
 - i. Monument signs using a common design shall be used for identification. No other signage except street number shall be permitted.
 - j. Driveways and parking lot used by the public shall be paved.
Gravel is planned but paving is being considered.
 - k. The 30% green area required in the Zoning Ordinance shall be mowed so that no grass reaches a height of more than four inches.
 - l. An easement should be granted to the Township for location of a "Town of White Bear Industrial Area" sign.
Not applicable to this lot.
 - m. Minimum landscaping requirements must be met based on either the site perimeter or building square footage, whichever creates the greater amount of landscaping.

A Landscape Plan was provided and adopted in 1998 when the lot was developed. Based on the existing landscaping and additional landscaping required, the following additional plant materials must be provided:

- 10 overstory trees
- 2 ornamental trees
- 6 coniferous trees
- 23 shrubs

A new Landscaping Plan has been provided as part of the application. The updated plan meets the Leibel Addition landscaping requirements.

A Permitted Use Standards Permit must be approved by the Town to permit the proposed addition. Section 9-3.4 of the Zoning Ordinance sets the standards which must be met in order to approve a Permitted Use Standards Permit. It states:

9-3.4(a). The use shall be planned, designed, constructed and maintained to avoid:

- (1). Unnecessary detracting from the appearance of adjacent properties or from the Town as a whole.
- (2). Aesthetic incompatibility.
- (3). Aural Incompatibility.
- (4). Damage to vegetation.

- (5). Traffic pattern incompatibility.
- (6). Erosion of soil.
- (7). Unnecessary loss of existing natural features (vegetation, steep slopes, wetlands, water bodies).
- (8). Increased flood potential.

9-3.4(b). No development shall be allowed which will result in unusual maintenance or repair costs of road, parking areas or utility lines.

9-3.4(c). Development shall be permitted only in such a manner that the maximum number of trees shall be preserved. It shall be the duty of the applicant to demonstrate that there are no feasible alternatives to the cutting of trees on the site.

9-3.4(d). The types and density of land use proposed for the site shall be suited to the site conditions and shall adequately correct problems due to soil limitations, including but not limited to, bearing strength, shrink-swell potential, slope stability, high groundwater, or wetness.

9-3.4(e). The proposed use shall be sited, designed, oriented and landscaped to produce a harmonious relationship of building and grounds to buildings and properties in the neighborhood.

9-3.4(f). The proposed use shall show sufficient landscaping to screen undesirable features and to enhance the development.

9-3.4(g). The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the policy and recommendations of the Comprehensive Plan.

9-3.4(h). Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and Town Board shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.

Staff is working with the applicants to provide additional grading and drainage details as requested by the Town Engineer.

A recommendation will be provided once the Engineer's current comments are addressed.

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



Legend



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

600.0 0 300.00 600.0 Feet

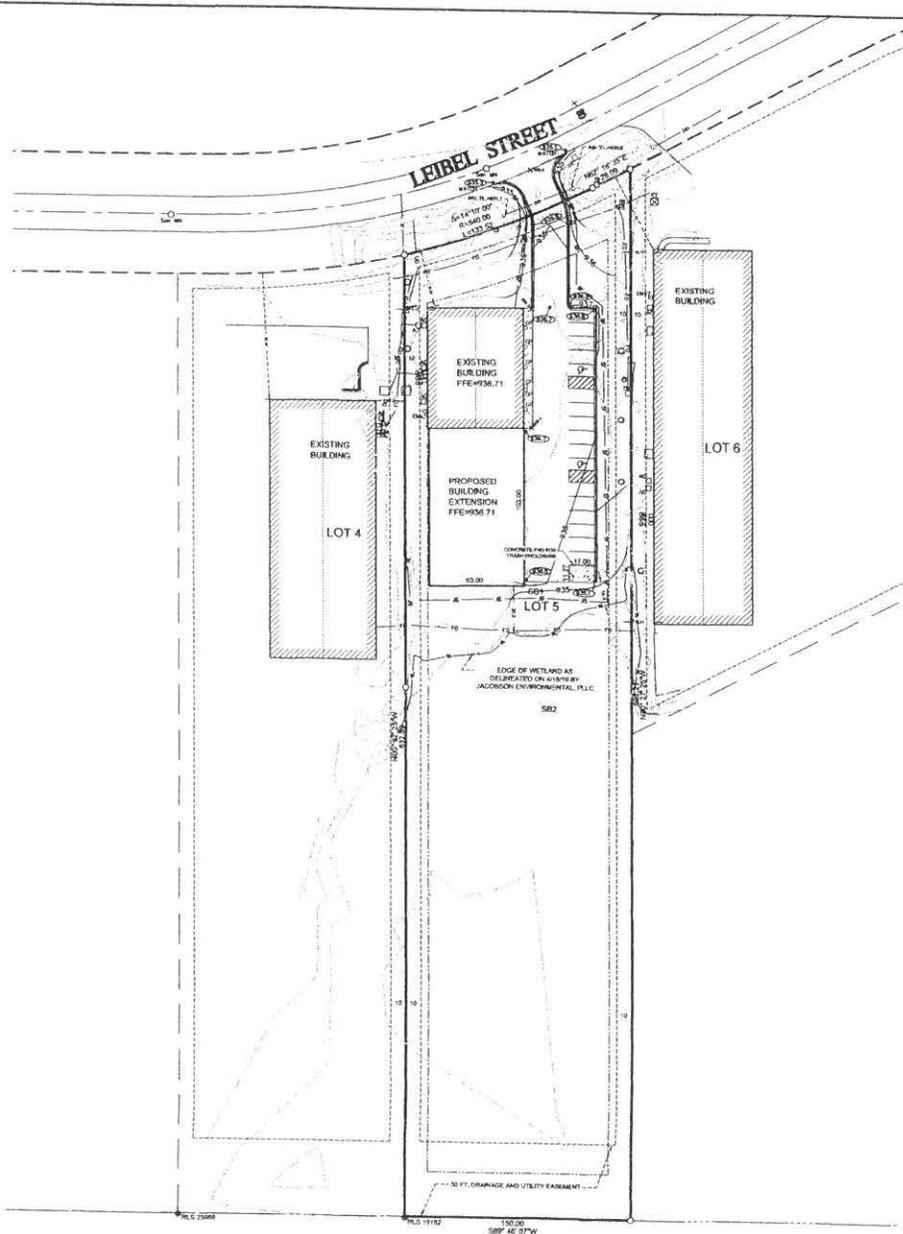
NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description



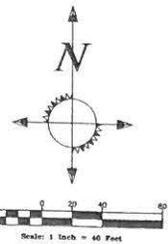
PROPERTY ADDRESS
 2350 Leibel Street
 White Bear Township
 MN 55110

DESCRIPTION:
 Lot 5, Block 2, LEIBEL ADDITION,
 Ramsey County, Minnesota, subject to
 assessments of record, if any.

LEGEND

- Iron Monument Found
 - Iron Monument Set
 - ◆ Hydrant
 - ☒ Air Conditioner
 - ⊞ Electric Meter
 - ⊞ Electric Transformer
 - ⊞ Gas Meter
 - ⊞ Guard Post
 - ⊞ Telephone Pedestal
 - Lightpole
-
- Fiber Optic
 - Storm Sewer/Culvert
 - Wetland
 - Water Main
 - Silt Fence

935.4 x Existing Spot Elev.
 936.7 x Proposed Spot Elev.



ZONING

Town of White Bear: Ordinance No. 35, Section 7
 Zoning District: L-1
 Setbacks
 Front: 35 ft.
 Side: 15 ft.
 Rear: 30 ft.
 Wetland-Building: 30 ft.
 Wetland-Paving: 15 ft.
 Required Green Area: 30% Minimum

SITE CALCULATIONS

EXISTING SITE
 Lot Area: 98,785 s.f. (2.27 acres)
 Delineated Wetland: 57,580 s.f. (1.32 acres)
 Existing Building: 4,989 s.f.
 Existing Pavement: 458 s.f.
 Existing Gravel Lot: 15,000 s.f.
 Green Area: 78,338 s.f. (79%)

PROPOSED SITE
 Ex. Bldg with new Extension: 6,300+4,989=11,289 s.f.
 Proposed Paving: 9,862 s.f.
 Green Area: 77,176 s.f. (78%)
 Disturbed Area: 6,300+9,862=16,162 s.f. (0.37 acres)

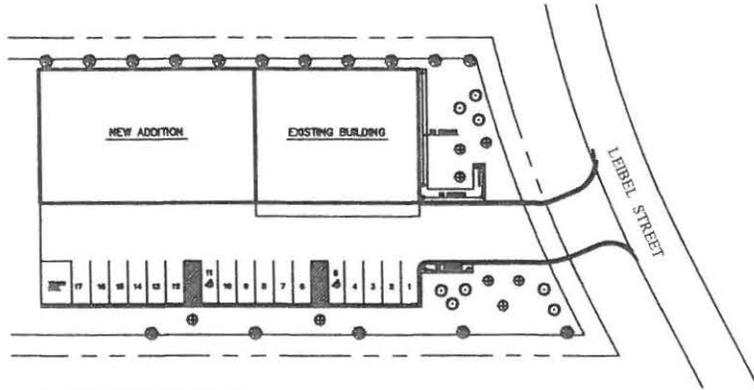
I hereby certify that this Survey, Map or Plan was prepared by me or a duly Licensed Professional Engineer or Professional Land Surveyor in the State of Minnesota.	
Name: C. Stimpert Date: 2/13/19	License No.: 32282 Exp. Date: 12/31/2020
REVISIONS	DATE
OWNER	SITE PLAN
MARSHALL PROPERTY LLC 2350 CO. RD J WHITE BEAR LAKE, MN 55110	MARSHALL PROPERTY LLC 2350 LEIBEL STREET WHITE BEAR TWP, MN 55110
DRAWN MPK	CHECKED MPK
PROJECT # 5056.001	
DATE 5/13/19	
SHEET # 1	

PROJECT DATA:

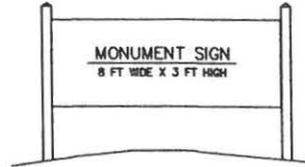
ZONING: B-2 GENERAL BUSINESS / P.U.D.	SETBACK REQUIREMENTS
OCCUPANCY - I-1 LIGHT INDUSTRIAL	BUILDING FRONT YARD - 35'-0"
	SIDE YARD - 15'-0"
	REAR YARD - 30'-0"
	UTILITY - 10'-0"
LOT SIZE: 99,376 S.F. (2.28 Acres)	PARKING FRONT YARD - 20'-0"
PROPOSED BLDG AREA: 11,524 S.F.	SIDE YARD - 10'-0"
PROPOSED HARD SURFACE AREA: 21,383 S.F.	REAR YARD - 10'-0"
PROPOSED GREEN SPACE: 66,459 S.F. (67%)	WETLAND BUILDING - 30' - 0"
	PAVING - 15' - 0"
PARKING SUMMARY:	
REQUIRED PARKING 1/500 SF = 15 SPACES	
17 SPACES	
PARKING PROVIDED 2 ACCESSIBLE	

LANDSCAPE DATA:

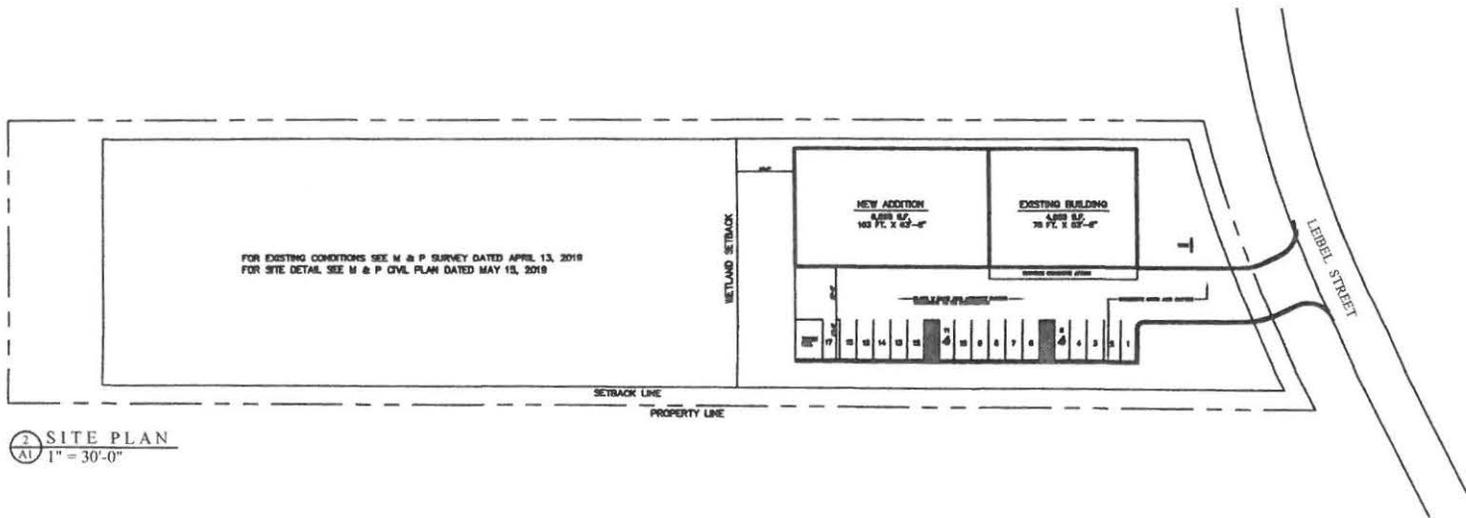
KEY	SYMBOL	TYPE		SIZE	QUANTITY
(A)		CANOPY	MAPLE AND OAK	3.5" CAL	10
(B)		EVERGREEN	SPRUCE AND PINE	6"	8
(C)		ORNAMENTAL	CRAB APPLE	3" CAL	8
(D)		SHRUB	VARIETIES	18" POT	55



1 LANDSCAPE PLAN
1" = 30'-0"



3 SIGN
NO SCALE



2 SITE PLAN
1" = 30'-0"

FPI
FAULKNER
PROPERTY
LLC

2350 COUNTY ROAD J
WHITE BEAR TOWNSHIP, MN
55110
PHONE 681-428-4706
JFA@JFAPI.COM

COMMERCIAL
OFFICE
AND
WAREHOUSE
BUILDING
ADDITION/
REMODELING

MARSHALL
PROPERTY
LLC

2350 LEIBEL ST.
WHITE BEAR
TOWNSHIP
MINNESOTA
55110

JAMES A.
FAULKNER
ARCHITECT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

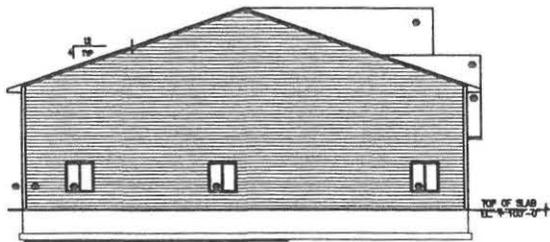
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SIGNATURE: _____

DATE: _____
SIGNATURE: _____

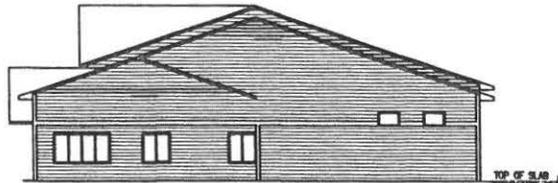
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DATE: _____
SIGNATURE: _____

A-1



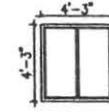
1 SOUTH ELEVATION
A3 1/8" = 1'-0"



2 EXISTING NORTH ELEVATION
A3 1/8" = 1'-0"



1-1 VINYL CLAD WOOD
WINDOW TYPE W-1
ANDERSON CASEMENT TERRITONE

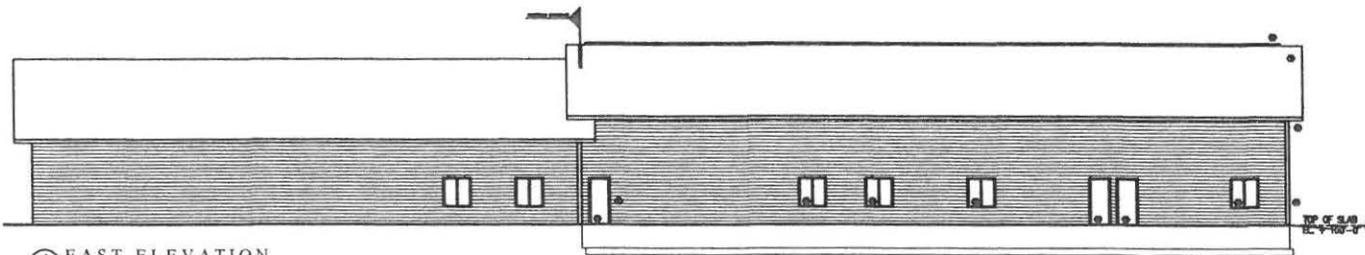


1-2 VINYL CLAD WOOD
WINDOW TYPE W-1
ANDERSON CASEMENT TERRITONE

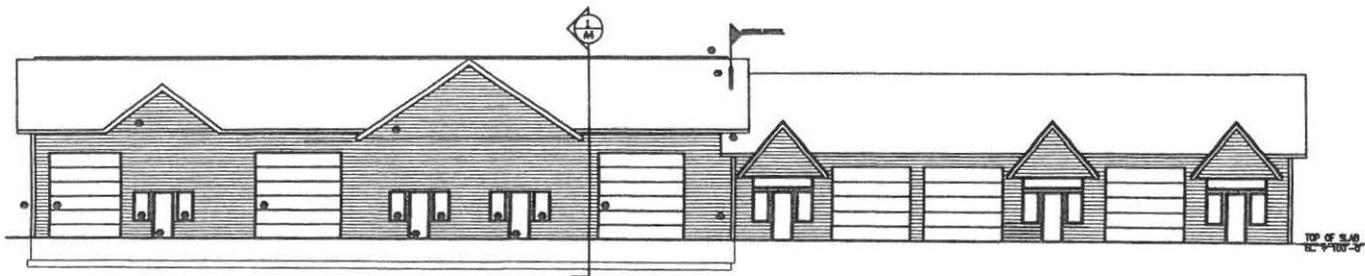
3 WINDOW DETAIL
NO SCALE

ELEVATION KEY NOTES:

- 1 CEDAR LAP SIDING
- 2 CEDAR TRIP BOARD
- 3 CLAD CASHEMENT WINDOWS
- 4 METAL CLAD DOOR
- 5 INSULATED OVERHEAD DOOR
- 6 METAL CLAD DOOR 1/2 FULL GLASS &
- 7 METAL FACIA AND SIFFIT
- 8 ASPHALT SHINGLES
- 9 RIDGE VENT
- 10
- 11



4 EAST ELEVATION
A3 1/8" = 1'-0"



5 EAST ELEVATION
A3 1/8" = 1'-0"

FPI
FAULKNER
PROPERTY
LLC

3350 COUNTY ROAD J
WHITE BEAR TOWNSHIP, MN
55110
PHONE 651-435-4708
J.FAULKNER@FPI-LLC.COM

COMMERCIAL
OFFICE
AND
WAREHOUSE
BUILDING
ADDITION/
REMODELING

MARSHALL
PROPERTY
LLC

2350 LEIBEL ST.
WHITE BEAR
TOWNSHIP
MINNESOTA
55110

JAMES A.
FAULKNER
ARCHITECT

I hereby certify that this plan, specification and contract documents are the work of my firm and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Date: _____
Title: _____

DATE: _____
SCALE: _____
PROJECT NO.: _____

OWNER: _____
DESIGNER: _____
CONTRACT NO.: _____
DATE: _____
SCALE: _____
PROJECT NO.: _____

DATE: _____
A-3



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

August 14, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: 2350 Leibel Street Building Expansion
Development Review
White Bear Township, Minnesota
TKDA Project No. 17127.001

Dear Board Members:

We have completed an engineering review of the 2350 Leibel Street Building Expansion development.

No new designs or plans have been presented to the Township since the original information was received. Our review therefore hasn't had any changes.

Documents Reviewed

1. Site Plan, prepared by M&P Associates, dated June 27, 2019.
2. Survey Plans, prepared by M&P Associates, dated April 15, 2019.
3. Grading Plan, prepared by Metro, original layout.
4. Architectural Plans, original and current.
5. Wetland Delineation Approval, RCWD dated June 28, 2019.

Site Plan Comments

1. Per the Township's Stormwater Management Ordinance, a minimum 20-foot buffer strip around wetlands shall be maintained at all times using native vegetation. Buffer width shall be increased by at least four-feet for every one-percent slope of the surrounding land.

The proposed grades at the south end of the improvements show an estimated grade between 3%-5% going down into the wetland, indicating that a buffer greater than 20-feet will be required.

The plans show that the corner of the parking lot is 15.4-feet from the wetland boundary, indicating that the proposed parking lot does not meet the Ordinance requirement.

The parking lot must be redesigned to meet the buffer requirements.

2. The proposed building extension is 30.5-feet from the wetland, this doesn't meet the wetland buffer requirement, when the 4-foot per 1% slope buffer increase is taken into account.

This will require a redesign to meet the buffer requirements.

3. The south end of the parking lot is open-ended. There aren't any permanent erosion prevention measures. The erosion prevention is required to protect the wetland to the south, particularly where flow will be concentrated at the end of the curb. It is also necessary to dissipate the runoff. Any proposed permanent erosion prevention measures shall be contained within a drainage and utility easement.
4. Drainage can't run through the trash enclosure and into the wetland. Containment of the garbage runoff must be installed around the garbage structure. The parking lot drainage must be redesigned or the trash enclosure relocated.
5. Calculations for domestic and fire service must be provided.
6. Driveway and parking lot pavement sections have not been determined.
7. The plans show a disturbed area of less than 10,000 square feet, below the threshold for which a RCWD Stormwater Management permit is required.
8. RCWD has provided a CAPROC dated August 6, 2019 for the project.

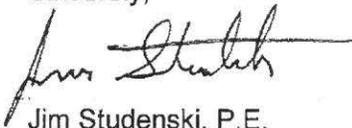
Final Comments

1. RCWD has a CAPROC for the project.
2. The project doesn't meet the Township's Stormwater Management Ordinance for buffers.
3. The parking lot must be redesigned to meet the buffer requirements.
4. Drainage can't run through the trash enclosure and then into the wetland.
5. A Local Water Availability Charge (WAC) and Sewer Availability Charge (SAC) will be required. An MCES SAC is also required.
6. Utility and drainage easements must be provided.
7. Public Works comments must be addressed.
8. The Building Inspector must approve the project.
9. The Town Planner will review the Landscape Plans.

We don't recommend approval based on the issues stated above.

Please contact me at 651-292-4503.

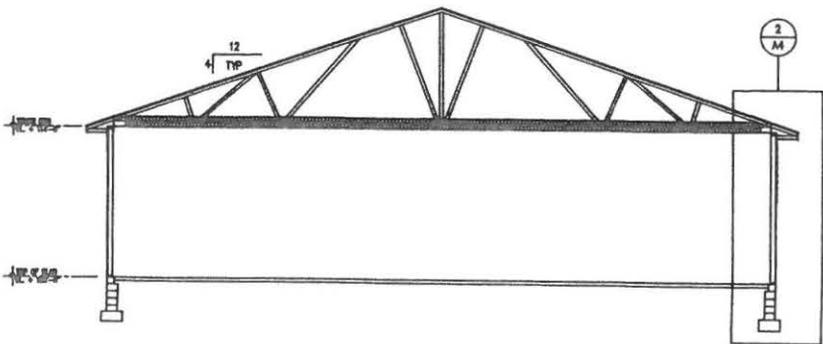
Sincerely,



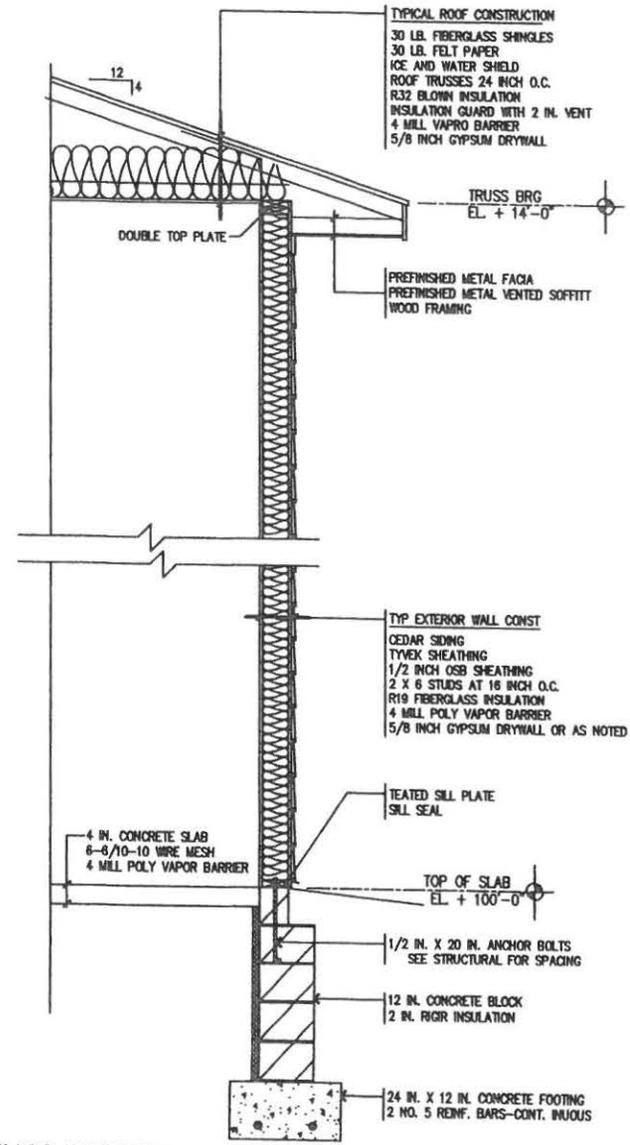
Jim Studenski, P.E.
Town Engineer

cc: Dale Reed, Public Works Director
Mike Johnson, Building Inspector





SECTION
A-A 3/16" = 1'-0"



WALL SECTION
A-A 1" = 1'-0"

TYPICAL ROOF CONSTRUCTION
30 LB. FIBERGLASS SHINGLES
30 LB. FELT PAPER
ICE AND WATER SHIELD
ROOF TRUSSES 24 INCH O.C.
R32 BLOWN INSULATION
INSULATION GUARD WITH 2 IN. VENT
4 MILL VAPRO BARRIER
5/8 INCH GYPSUM DRYWALL

TRUSS BRG
EL. + 14'-0"

PREFINISHED METAL FACIA
PREFINISHED METAL VENTED SOFFIT
WOOD FRAMING

TYP EXTERIOR WALL CONST
CEDAR SIDING
TYVEK SHEATHING
1/2 INCH OSB SHEATHING
2 X 6 STUDS AT 16 INCH O.C.
R19 FIBERGLASS INSULATION
4 MILL POLY VAPOR BARRIER
5/8 INCH GYPSUM DRYWALL OR AS NOTED

TREATED SILL PLATE
SILL SEAL

TOP OF SLAB
EL. + 10'-0"

1/2 IN. X 20 IN. ANCHOR BOLTS
SEE STRUCTURAL FOR SPACING

12 IN. CONCRETE BLOCK
2 IN. R-19 INSULATION

24 IN. X 12 IN. CONCRETE FOOTING
2 NO. 5 REINF. BARS-CONT. INJUS

FPI
FAULKNER
PROPERTY
LLC

3380 COUNTY ROAD J
WHITE BEAR TWP, MN
55110
PHONE 651-438-4708
JFAULKNER@FPI-LLC.COM

COMMERCIAL
OFFICE
AND
WAREHOUSE
BUILDING
ADDITION/
REMODELING

MARSHALL
PROPERTY
LLC

2350 LEIBEL ST.
WHITE BEAR
TOWNSHIP
MINNESOTA
55110

JAMES A.
FAULKNER
ARCHITECT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota.

DATE: _____

BY: _____

FOR: _____

PROJECT NO. _____

DATE: _____

BY: _____

FOR: _____

DATE: _____

BY: _____

FOR: _____

A-4



RECEIVED

MAY 30 2019

**PERMITTED USE STANDARDS
APPLICATION FORM**

TOWN OF WHITE BEAR

INTRODUCTION

All permitted uses outlined in the Zoning Ordinance, Section 6-4, with the exception of single family dwellings and their accessory buildings are required to meet the standards set forth in Section 9-3, Permitted Use Standards Procedure of the Zoning Ordinance.

APPLICANT(S) FAULKNER PROPERTY LLC PHONE (Home) _____
JIM FAULKNER (Business) 651-426-4706
(Cell) 651-470-9048

ADDRESS 2350 CITY RD J
WHITE BEAR TOWNSHIP

PROPERTY OWNER #905 GRAC MARSHALL
MARSHALL PROPERTY LLC

ADDRESS OF SITE 2350 LEIBEL ST ZONING I-1

EXISTING USE OF SITE OFFICE / WAREHOUSE

DESCRIPTION OF PERMITTED USE REQUESTED BUILDING ADDITION
USED FOR OFFICE / WAREHOUSE / MANUFACTURING.

Yes

Fee (\$75.00 plus \$200.00 Expense Deposit)

CHECKLIST:

Site Plan – 15 full-sized copies (larger than 11 x 17) and one reduced size (8 ½ x 11)

Existing conditions (all buildings, open space, retention areas, utility areas, service areas, and storage areas).

Site improvements (proposed locations of buildings, parking areas, drives, fences, walls, signs, lighting, walkways, patios, decks and barriers).

- ___ 9. The proposal is consistent with the Comprehensive Plan and complies with other Ordinances.
- ___ 10. Will not result in unusual maintenance or repair costs of road, parking areas or utility lines.
- ___ 11. The maximum number of trees will be preserved.
- ___ 12. The type and density of land use proposed will be suited to site conditions.
- ___ 13. The proposed use will be designed, sited, oriented, and landscaped to produce a harmonious relationship with building and properties in the neighborhood.
- ___ 14. The site will be landscaped to screen undesirable features and enhance the development.

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

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

JAMES FAULKNER
[Signature]
 Signature of Applicant(s)
 Craig S. Marshall -

5/29/19
 Date

* <u>Craig Marshall</u> To Be Completed By Office:		ck# 24273	
Date Request Received	<u>5/30/19</u>		
By <u>Karen</u> (Staff Member)	\$75.00 Fee + \$200 Deposit Received	<input checked="" type="checkbox"/>	Yes
Date Application Complete	_____	<input type="checkbox"/>	No



**Town Board Meeting
August 21, 2019**

Agenda Number: 8B – New Business

Town Engineer Item:

Subject: Water System Improvement Evaluation – Authorize TKDA to Perform the Evaluation

Documentation: TKDA Correspondence

Action / Motion for Consideration:

Report at Meeting / Discuss

Authorize TKDA to Complete a Conceptual Evaluation, Prepare a Technical Memorandum Which Evaluates the Town Water System & Present the Results to the Town Board for an Amount not to Exceed \$6,500.00 With Funding from the Water Operating Fund

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



August 15, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Water System Improvements Evaluation
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

In late 2018, the Township was notified by MDH that Townships Wells 2 and 6 had manganese levels above the MDH health based guidance level of 100 ppb. Subsequent testing completed by the Township on December 17, 2018 confirmed Wells 2 and 6 were above the guidance and also found that Well 3 was above the guidance level.

To date the Township has been managing the manganese levels in the finished water delivered to customers by increased operation of the Well 5 water treatment plant, and blending of the water from low concentration wells with the higher concentration wells. To date testing has shown this has resulted in delivered water at manganese concentrations less than the health based guidance. It has also resulted in increased water quality efforts by Public Works staff that is not sustainable in the long term.

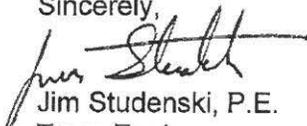
At the July 26, 2019 Executive Board meeting, the Town Board requested that TKDA complete a conceptual evaluation of both short term and long term options the Town could take to meet the health based guidance.

We are requesting authorization to complete a conceptual evaluation, prepare a technical memorandum, and presentation of the results to the Town Board for an amount not to exceed \$6,500.00.

The overall project funding will be from the Water Operating Fund.

Please let me know if you have additional questions.

Sincerely,


Jim Studenski, P.E.
Town Engineer

Attachment



**Town Board Meeting
August 21, 2019**

Agenda Number: 8C – New Business

Town Engineer Item:

Subject: 2020 Street Improvements – Authorize Preparation of a Feasibility Report (Improvement 2020-1)

Documentation: TKDA Correspondence / Resolution Ordering Preparation of a Report on a Street Improvement

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

- 1) Adopt a **Resolution Ordering Preparation of a Report on a Street Improvement**

Moves – Ruzek

Second – McCune

- 2) With Funding from the Improvement Fund 505 in an Amount not to Exceed \$18,900.00



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

August 14, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

RE: 2020 Street Improvements Feasibility
White Bear Township, Minnesota

Dear Board Members:

The Town Board accepted and approved the Pavement Management Booklet at their January 7th meeting. Included in the Pavement Management Booklet was a plan for street improvements over the next 5 years including funding for these projects. The Township has already begun completing street improvements in 2019 for several street areas. In 2020, the plan recommends street improvements to the Southeast area of the Township including the following streets:

- Homewood Avenue
- Arbor Drive
- Lakewood Avenue
- Glen Oaks Avenue
- Forrest Court
- Summit Lane
- Hillaire Road
- Ralph Street

The improvements proposed include reclaiming the existing bituminous for use as new base for the roadways. Storm sewer improvements and curb and gutter are recommended to be added to these roadways.

The first step in the public improvement process is to prepare a feasibility report to determine the existing issues, the extent of the improvements, costs associated with these improvements, assessment computations, funding recommendations, and project schedule. A communication plan was approved as a part of the Pavement Management Booklet and will be followed during the feasibility report process including several informational meetings, a residential questionnaire, a project brochure, and a Public Hearing before the Town Board.

TKDA proposes to prepare the feasibility report for a total amount not to exceed \$18,900.00 to be completed by early October. The soil borings and topographic survey were completed in 2018 and will be utilized to prepare the feasibility report. The feasibility report will then be

TKDA is an Equal Opportunity Employer. Minorities and women are encouraged to apply. TKDA is an employee owned company promoting affirmative action and equal opportunity.

2020 Street Improvement Feasibility Authorization
August 14, 2019
Page 2

presented to the Town Board. The funding for this project will be through the Improvement Fund 505.

If the Town Board chooses to move forward with the project after completion of the feasibility report and the Public Hearing, plan preparation would occur between November 2019 and February 2020. The project then would be bid in March and construction started in late April or May of 2020.

Please contact me with any questions.

Sincerely,



Larry Poppler, PE
Principal in Charge

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON AUGUST 21, 2019

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota was duly held at Heritage Hall in said Town on August 21, 2019 at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION ORDERING PREPARATION OF A
REPORT ON A STREET IMPROVEMENT**

WHEREAS, it is proposed to construct bituminous paving, concrete curb and gutter, storm drainage and other appurtenances thereto, within the following southeast area of the Township including: Homewood Avenue, Arbor Drive, Lakewood Avenue, Glen Oaks Avenue, Forest Court, Summit Lane, Hillaire Road and Ralph Street in Ramsey County, Minnesota, and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to TKDA for study, and that they be instructed to report to the Board with all convenient speed advising the Board in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible, and as to whether it should be made as proposed or in connection with some other improvements, and the estimated cost of the improvement as recommended.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the Town held on the 21st day of August, 2019, with the original on file in my office, and that the same relates to a Resolution relating to a street improvement.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 21st day of August, 2019.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Town Board Meeting
August 21, 2019**

Agenda Number: 8D – New Business

Public Works Director Item:

Subject: 2019 Sealcoat of Various Bituminous Surfaces Project:

1. Receive Bids
2. Award Contract

Documentation: Public Works Staff Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Review & Recommendation:

- 1) Receive the Bids
- 2) Award the 2019 Bituminous Surface Sealcoat Project to the Lowest Responsible Bidder, Border Lines Pavement Management for the Base Bid of \$16,330.86 With Funding from Various Funds Including the Park Improvement Fund & the Sanitary Sewer & Water Operating Budgets

MEMORANDUM

Date: August 8, 2019
To: Town Board
From: Dale Reed, Public Works Director
Re: 2019 Bituminous Surface Sealcoat Project Bid Award

As part of the Town's infrastructure management program, bituminous surfaces are treated by an application of sealcoat to extend the life of the trail or parking lot. By proactively treating the bituminous surface with sealcoat (an oil and sand application) on a regular scheduled interval (5-8 years), the bituminous surface's useful life can be extended. Delaying sealcoat applications can lead to premature deterioration and increased maintenance costs over the life of the surface. Sealcoating 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 maintenance treatment at the right time.

This year's project includes fifteen (15) park/street trail segments and nine (9) different well and lift station driveways within the Township. The Town Board approved the specifications and authorized bidding on July 1, 2019. The Invitation for Bid was published in the White Bear Press on Wednesday, July 9th and July 17th, 2019. Bids were opened on August 1, 2019 at 10 a.m. at the Township Administrative Offices. There were two (2) bidders. Border Lines Pavement Maintenance for \$16,330.86. and Allied Blacktop Company for \$49,394.93. Funding for this year's Bituminous Surface Sealcoat Project will be from the Park Improvement Fund (which has \$60,000.00 budgeted), the Sanitary Sewer Operating and Water Operating Budgets.

Staff is recommending accepting the bids and awarding the low bid to Border Lines Pavement Maintenance for \$16,330.86.

Town Board action is to accept the bids and award the low bid for the 2019 Bituminous Surface Sealcoat Project to Border Lines Pavement Maintenance for \$16,330.86.

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

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

Official Firm Name and Address:

Border Line Paveent Maintenance, 2006 1st AVE N, Suite 207, Andover, MN, 55303

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	\$.91	2235.87
Park	2	Deer Meadows Park	Asphalt	8.5	1664	1572	.91	1430.52
Park	3	Wild Ridge	Asphalt	6.5	745	538	.91	489.58
Street	4	Taylor Ave./Grand Ave.	Asphalt	8	114	101	.91	91.91
Street	4a	Taylor Ave./Grand Ave.	Asphalt	6	307	205	.91	186.55
Street	5	Hammond Road, Township Parkway Regional Trail	Asphalt	8.5	6857	6476	.91	5895.16
Street	7	Otter Lake Road (Jonquil to north)	Asphalt	6.5	472	341	.91	310.31
Park	8	Moon Lake Park	Asphalt	8.5	1350	1275	.91	113.75
Park	9	Columbia Park	Asphalt	6.5	582	420	.91	382.20
Street	10	Lynx Road	Asphalt	14.5	82	132	.91	120.12
Park	11	Summit Lane Park	Asphalt	18.0	64	128	.91	116.48
Park	11a	Summit Lane Park	Asphalt	11	228	279	.91	253.89
Park	12	Belle Aire Beach	Asphalt	16	535	951	.91	865.41
Park	13	Belle Aire Beach	Asphalt	8	70	62	.91	56.42

Street	15	Highway 96 (Columbia Park to Otter Lake Road) Stacker Blvd and Stacker Place	Asphalt	8	1320	1173	.91	1067.43
Water	Well #1		Asphalt			148	.91	134.68
Water	Well #2		Asphalt			289	.91	262.99
Water	Well #3	Park Park Ave and East St Dillon Street and Ridgewood Ave	Asphalt			129	.91	117.39
Water	Well #4		Asphalt			160	.91	145.60
Water	Well #5	Otter Lake Rd	Asphalt			353	.91	321.23
Water	Well #6	Buffalo St	Asphalt			551	.91	501.41
Sewer	Lift Station #1	Co. Rd F	Asphalt			136	.91	123.76
Sewer	Lift Station #6	Otterview Trail	Asphalt			70	.91	63.70
Sewer	Lift Station #8	Bibeau Road	Asphalt					
					Total Square Yards	17,946	Total Base Bid	\$16,330.86

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:

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

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

Official Firm Name and Address:

Allied Blacktop Co. 10503 89th Ave N. Maple Grove, Mn 55369

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	2.06	5,061.42
Park	2	Deer Meadows Park	Asphalt	8.5	1664	1572	2.36	3,709.92
Park	3	Wild Ridge	Asphalt	6.5	745	538	3.69	1,985.22
Street	4	Taylor Ave./Grand Ave.	Asphalt	8	114	101	12.02	1,214.02
Street	4a	Taylor Ave./Grand Ave.	Asphalt	6	307	205	6.15	1,260.75
Street	5	Hammond Road, Township Parkway Regional Trail	Asphalt	8.5	6857	6476	1.68	10,879.68
Street	7	Otter Lake Road (Jonquil to north)	Asphalt	6.5	472	341	5.66	1,930.06
Park	8	Moon Lake Park	Asphalt	8.5	1350	1275	2.86	3,646.50
Park	9	Columbia Park	Asphalt	6.5	582	420	4.50	1,890.00
Street	10	Lynx Road	Asphalt	14.5	82	132	13.77	1,817.64
Park	11	Summit Lane Park	Asphalt	18.0	64	128	3.34	427.52
Park	11a	Summit Lane Park	Asphalt	11	228	279	3.34	931.86
Park	12	Belle Aire Beach	Asphalt	16	535	951	1.72	1,635.72
Park	13	Belle Aire Beach	Asphalt	8	70	62	1.72	106.64

Street	15	Highway 96 (Columbia Park to Otter Lake Road) Stacker Blvd and Stacker Place	Asphalt	8	1320	1173	2.54	2,979.42	
Water	Well #1		Asphalt			148	8.06	1,192.88	
Water	Well #2		Asphalt			289	4.36	1,260.04	
Water	Well #3	Park Park Ave and East St Dillon Street and Ridgewood Ave	Asphalt			129	9.13	1,177.77	
Water	Well #4		Asphalt			160	7.64	1,222.40	
Water	Well #5	Otter Lake Rd	Asphalt			353	3.01	1,062.53	
Water	Well #6	Buffalo St	Asphalt			551	3.04	1,675.04	
Sewer	Lift Station #1	Co. Rd F	Asphalt			136	8.65	1,176.40	
Sewer	Lift Station #6	Otterview Trail	Asphalt			70	16.45	1,151.50	
Sewer	Lift Station #8	Bibeau Road	Asphalt						
						Total Square Yards	17,946	Total Base Bid	49,394.05



**Town Board Meeting
August 21, 2019**

Agenda Number: 8E – New Business

Public Works Director Item:

Subject: Hydrant Repainting:
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 the Quotes
- 2) Approve Quote for Hydrant Repainting From B & B Commercial Coating, LLC in the Amount of \$28,000 With Funding From the Water Operating Fund

MEMORANDUM

Date: August 8, 2019

To: Town Board

From: Dale Reed, Public Works Director

Re: Hydrant Repainting

Another component of the Town's infrastructure asset management program is the repainting of fire hydrants. Most of the existing hydrants have not been repainted in a number of years and some have never been repainted since installation. Staff has been seeking quotes to paint roughly a third of the existing 640+ hydrants.

The Town received quotes for preparing and painting 300 fire hydrant from two vendors that provide hydrant painting services. One from B&B Commercial Coating, LLC for \$28,000.00 and a second from FERGUSON Waterworks for \$37,500.00.

The CIP has hydrant rehabilitation identified in 2019 for \$30,000.00. The Water Operating Fund/Budget supplies the funding. At the current pricing it will take roughly 3 years to complete the hydrant repainting project.

Town Board action is to approve the quote from B&B Commercial Coating, LLC for \$28,500.00.

B & B Commercial Coating LLC

PO Box 663

Maple Lake MN 55358

Estimate

Name / Address
White Bear Township 1283 Hammond Road White Bear Township, MN 55110

Date	Estimate #
4/18/2019	1479

Project
Hydrants 2019

Description	Qty	Rate	Total
Sand/Vapor blast and Recoat Fire Hydrants- Sherwin Williams Envirolastic International Red	300	95.00	28,500.00
<div data-bbox="146 1570 706 1696" style="border: 1px solid black; padding: 5px;"> Labeling available at additional cost Light fixtures not included in base price Service includes application of high quality industrial coatings </div>			

Signature

Phone #
320-282-1410

Fax #
320-262-7005

Web Site
www.BBcoat.com

Total

\$28,500.00



FERGUSON WATERWORKS #2518
 1694 91ST AVE NE
 BLAINE, MN 55449-4311

Phone: 763-560-5200
 Fax: 763-560-1799

Deliver To: From: Scott M Holmvg Comments:
--

15:37:06 AUG 06 2019

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation
 Phone: 763-560-5200
 Fax: 763-560-1799

Bid No: B128070
 Bid Date: 08/06/19
 Quoted By: SMH

Cust Phone: 651-429-5827
 Terms: NET 10TH PROX

Customer: WHITE BEAR TOWNSHIP
 1281 HAMMOND RD
 WHITE BEAR TOWNSHIP, MN 551

Ship To: WHITE BEAR TOWNSHIP
 1281 HAMMOND RD
 WHITE BEAR TOWNSHIP, MN 551

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
SP-HYDRANTPAINT	HYDRANT PAINTING	300	125.000	EA	37500.00
Net Total:					\$37500.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$37500.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=2518&on=24410>



**Town Board Meeting
August 21, 2019**

Agenda Number: 8F – New Business

Public Works Director Item:

Subject: 2019 Flow Monitoring:
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 Flow Monitoring Work to the Lowest Responsible Company, ADS Environmental Services, in the Amount of \$18,790.00 With Funding from the Sewer Operating Fund

MEMORANDUM

Date: August 8, 2019

To: Town Board

From: Dale Reed, Public Works Director

Re: 2019 Flow Monitoring Quote Approval

The flow monitoring proposed for 2019 is to verify the sanitary sewer discharge from the City of North Oaks. The Town needs to make sure that flow is still within the designated capacity allowed the City. There will be 3 flow meters placed at 6 different locations over a 2 month period to assess the discharge from the City.

Quotes were requested from both ADS Environmental Services and Hach Company. ADS Environmental Services is a Turnkey operation, while Hach Company works locally with MNX for installation. Below is the quoted pricing for both companies.

Company	Charge for 3 meters for two months	Installation	Traffic Control	Total
ADS Environmental Services	\$18,790.00	Included with monthly rental	Included with monthly rental	\$18,790.00
Hach Company	\$19,800.00*	\$9,520.00	\$5,760.00**	\$35,080.00

* Hach proposal requires a minimum of two month monitoring for each meter vs. the 1 month proposed by ADS.

**MNX provided this separately from the Hach meter rental and installation costs.

Staff is recommending the acceptance of the quote from ADS Environmental Services. Funding for the flow monitoring will be derived from the Sanitary Sewer Operating Budget.

Town Board action is to receive the quotes and approve the quote from ADS Environmental Services for \$18,790.00.

May 30, 2019

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

Subject: Proposal for Turnkey Flow Monitoring Services

Dear Dale:

ADS Environmental Services (ADS) is pleased to provide you with this proposal to perform turnkey temporary flow monitoring services in White Bear Township. The temporary flow monitoring includes three (3) concurrent flow monitoring locations for a period of 30 days. Three (3) additional concurrent flow monitoring locations will then be monitored for a period of 30 days. The monitoring can be extended in weekly intervals as directed by the Township. The general scope of work for the temporary flow monitoring program is detailed below.

1 Flow Monitor and Rain Gauge Site Investigation

- ADS will perform site investigations of manholes selected by the Township. Preferred manholes will be inspected and alternate manholes will be inspected if the preferred site is not conducive to collection of quality flow data or there are other issues such as excessive traffic etc.
- ADS will perform site investigations of rain gauge locations selected by the Township. Locations will be selected so that good coverage of the study area is provided. Topography, local rain shadowing, accessibility, service concerns and security will be reviewed before final selections are made.

2 Flow Monitor and Rain Gauge Installation

- ADS will provide and install ADS Triton+ flow monitors (including wireless telemetry) at locations determined during the site investigations.
- ADS will configure flow monitors to record depth and velocity readings at 5-minute intervals and to calculate flow rate based on the pipe size.
- ADS will install ADS Rain Alert III tipping bucket rain gauges (including wireless telemetry) at locations determined during the site investigations. Rain gauges are typically mounted on roofs of structures to avoid local rain shadowing and to dissuade vandalism. Rain Gauges will be configured to record rainfall readings at 5-minute intervals.

- ADS will provide installation reports for the installed flow monitors and rain gauges.

3 Data Collection and Maintenance

- ADS will be responsible for maintenance of the monitoring equipment during the entire study period expected to be a minimum of one (1) month.
- ADS will remotely collect data for each monitoring site supported by cellular communication on a daily basis. For monitoring sites where cellular telemetry is not functional, data will be collected manually.
- ADS will post raw data for each flow monitor to the ADS PRISM website via wireless telemetry for access by the Township.
- ADS will remotely review monitoring data at least twice per week to identify potential sensor fouling or equipment malfunctions and will issue service work orders.
- ADS will be responsible for performing all maintenance activities throughout the study including battery replacement, sensor cleaning or replacement, antenna replacement, and all other activities required to maximize the data uptime and accuracy for each monitoring device.
- ADS will perform routine meter confirmations (depth and velocity verification) for each monitor throughout the course of the project. A confirmation includes an initial meter calibration at installation and others performed over the study period.

4 Data Analysis, QA/QC, Editing, and Reporting

- ADS will be responsible for providing QA/QC review of the raw data at least twice per week to identify potential issues, such as, but not limited to abnormal sensor readings or malfunctions.
- ADS will review the data for irregularities indicative of equipment malfunction, sensor or flow obstructions, regular diurnal patterns in free flow conditions, reasonable depths and velocities for the site, or to see if the site exhibits any unusual hydraulic changes. If data appears compromised or in question, the ADS Data Analyst will issue a service work order.
- ADS will edit the collected data to remove data “spikes,” add confirmation points, and investigate data gaps. This edited data will then be finalized and reviewed by an ADS Data Manager or the Project Manager to ensure maximum quality and accuracy.
- ADS will post final edited depth, velocity, and flow data for each monitor as well as rain data for each rain gauge on a monthly basis to the Flowview website for access by the Township. Edited data is to be posted within 30 days after the end of each month.

5 Cloud Based Data Access

- ADS will provide access to the flow and rainfall data via the ADS PRISM website.
- The web interface will be cloud based and provide functionality to view and print hydrographs and scattergraphs for user defined periods.
- Users identified by the Township will be provided with credentials in order to access the ADS PRISM website data.

6 Compensation for Professional Services

Invoicing for the project will be on a monthly basis per the following line items:

Task	Est. Qty	Units	Unit Cost	Total Task Cost
Temporary Flow Monitoring				
Flow Monitor Site Investigation and Installation	3	Each	\$1,250.00	\$3,750.00
Rain Gauge Site Investigation and Installation	1	Each	\$300.00	\$300.00
Flow Monitor Data Collection and Maintenance	3	Per meter month	\$575.00	\$1,725.00
Flow Monitor Rental	3	Per meter month	\$550.00	\$1,650.00
Rain Gauge Data Collection and Maintenance	1	Per gauge month	\$250.00	\$250.00
Rain Gauge Rental	1	Per gauge month	\$200.00	\$200.00
Data Analysis, QA/QC, and Data Editing	3	Per meter month	\$390.00	\$1,170.00
Reporting and Web Access	1	Each	\$500.00	\$500.00
Subtotal (Round 1)				\$9,545.00
Flow Monitor Site Investigation and Installation	3	Each	\$1,250.00	\$3,750.00
Rain Gauge Site Investigation and Installation	0	Each	\$300.00	\$0.00
Flow Monitor Data Collection and Maintenance	3	Per meter month	\$575.00	\$1,725.00
Flow Monitor Rental	3	Per meter month	\$550.00	\$1,650.00
Rain Gauge Data Collection and Maintenance	1	Per gauge month	\$250.00	\$250.00
Rain Gauge Rental	1	Per gauge month	\$200.00	\$200.00
Data Analysis, QA/QC, and Data Editing	3	Per meter month	\$390.00	\$1,170.00
Reporting and Web Access	1	Each	\$500.00	\$500.00
Subtotal (Round 2)				\$9,245.00
Project Total Cost				\$18,790.00
Optional: Weekly Extension of Concurrent Monitoring at 3 locations	1	Week	\$1,300.00	\$1,300.00

The flow monitoring project will be managed by Mr. Eric Hehmann and staffed by local ADS field personnel in the Minneapolis area.

We hope this proposal meets with your approval, and we are available to discuss any aspect of this project with you at your convenience. Please contact me at (859) 512-8204 if we can be of further assistance or you require additional information. We look forward to the opportunity to work with you and White Bear Township on this project.

Sincerely,
ADS Environmental Services

Robert Grob
Regional Sales Manager

TECHNICAL PROPOSAL # 062419-02

Hach Company
DATA DELIVERY SERVICES (DDS)
PREFERRED PROGRAM

White Bear Township
Project: North Oaks Flow Metering

June 24, 2019



DATA DELIVERY SERVICES

Service Order Form No. 062419-02
 June 24, 2019

Customer: White Bear Township
 Customer P.O.#:

Bill to

Customer contact: Dale Reed
 1281 Hammond Road
 White Bear Township, MN 55110

Phone: 651-747-2777
 Mobile:
 Email: dale.reed@ci.white-bear-township.mn.us

Ship to

Customer contact:

Phone:
 Fax:
 Email:

ORDER DESCRIPTION:

Qty	Service P/N	Instrument/ Description	Duration (months)	List Price	Unit	Total	Selection (Initial)
3	DDS-SL2-UST	FloDar / FL904	3	\$1,850	Per Meter / Mo.	\$16,650	
3	DDS-INST-FM	Installation	N/A	\$6,500	One Time Fee	\$6,500	

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 062419-02 dated June 24, 2019

TERMS AND CONDITIONS: As stated in the Subscriber License and Data Delivery Services Agreement

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Installation prices are estimated and may exceed the above quoted price.

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have signed this Service Order Form No. 062419-02 as of June 24, 2019, (the "Effective Date").

HACH COMPANY

Signature: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER

Signature: _____
 Name: _____
 Title: _____
 Date: _____



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DETAILED TECHNICAL PROPOSAL

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TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE
AND DATA DELIVERY SERVICES

APPENDIX A: CUSTOMER/PROJECT DETAILS

DDS PROJECT SUMMARY

Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

When ready to move forward with your project, please scan and email or fax the signed Service Order form to:

dds@hach.com

Fax: 970-619-5150

Alternatively, if you prefer hard copies, please mail two (2) copies of the signed Service Order form to:

Hach Company
Attn: Hach Flow, DDS Orders
5600 Lindbergh Dr
Loveland, CO 80503
800-368-2723

Hach Company will return a fully executed copy to you in the same manner by which yours was submitted.



TECHNICAL PROPOSAL

Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit to White Bear Township ("Customer") this technical and business proposal for your review and consideration (the "Proposal"). Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

Overview

Hach Company: Hach Company has manufactured products for the environment for more than 60 years. Our commitment to research and development and state-of-the-art manufacturing keeps us firmly at the forefront of technology.

For over 35 years, Marsh-McBirney has provided innovative and award winning flow instrumentation for the industrial and municipal markets. With more than 27 years of experience and cutting-edge technology, Sigma is a worldwide leader in the design and manufacture of innovative flow, sampling, rain and water quality instruments, communication products and data management software. The combined strengths of Hach's Sigma and Marsh-McBirney flow meters provide our customers with over 70 years of flow experience.

Data Delivery Services (DDS)

High-level Description of Services: Hach proposes to install for Customer a collection system flow metering network utilizing Hach's open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer based on individual project goals and requirements. All meter sites shall be reviewed by Hach prior to installation to ensure safety and suitability for effective flow monitoring.

95% Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the Hach instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

Details Regarding Equipment and Services

Measurement Instrumentation

Instrument Selection: Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

Equipment and Factory Calibration: Flowmeter Equipment and accessories are stored at our factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

Communications and Security

Secure Data: Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

Remote Telemetry Unit (RTU) Communications: The integrated RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters
- Perform clock maintenance

Communication Methodology: The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included.

Data Security: Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

Services

Installation and Maintenance Services. Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and

to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

Meter In-Situ Calibration: Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.

Data Access and Storage Services. Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

Meter Repairs and Maintenance: All repairs and maintenance, including battery replacement, to the Hach flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer.

Service Levels. Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

Data Analysis. No consulting or other services are provided by Hach to Customer. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

Customer Responsibilities

Site Selection Criteria: Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters

upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The preliminary list of sites to be utilized in fulfillment of this agreement is listed in Appendix A. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the "As-built" documents attached to each site in FSDATA.

Customer Administrator. Customer agrees to designate a single individual (its "Administrator") who shall be Customer's agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer's Web Page and Customer Data. Each Customer employee authorized to access Customer's Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an "Authorized Customer User." The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively "Passwords and Customer IDs") for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that its Administrator and each Authorized Customer User is aware of and complies with this Agreement.

Customer Equipment. Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.

SPECIFICATIONS OF FLOWMETER EQUIPMENT

Sensor Overview and Specifications – Flo-Dar™

Accurate and Reliable Flow Monitoring

The Flo-Dar Area/Velocity Radar Flow Meter provides a revolutionary approach to open channel flow monitoring. The sensor combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Flo-Dar provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, Flo-Dar eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Flo-Dar sensor accuracy and long-term stability from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

During surcharge events Flo-Dar's optional electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.

Flow Calculation

Method: Based on Continuity Equation, $Q=V \times A$

Accuracy: $\pm 5.0\%$ of reading typical where flow is in a channel with uniform flow conditions and is not surcharged.

Velocity Measurement

Method: Radar

Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)

Accuracy: $\pm 0.5\%$; ± 0.1 ft/s (± 0.03 m/s)

Level Measurement

Method: Ultrasonic

Operating Range: 0.25 to 60 in. (0.634 to 152.4cm)

Optional Operating Range: 0 (0 cm) to 224" (5.7M) with 16" dead band), Temperature Compensated

Accuracy: ± 0.25 in. (± 0.64 cm)

Surcharge Level Measurement

Method: Piezo-resistive pressure transducer

Maximum Range: 138 inches (3.5 meters)

Surcharge Velocity Measurement

Method: Electromagnetic

Range: -5 to +20 ft/s

Enclosure

Material: Polystyrene (IP68)

Dimensions: 6.9"W X 16.65"L X 11.7"D (17.5 cm X 42.3 cm X 29.7 cm)

Weight: 10.5 lbs.

Operating Temperature Range: 14°F to 122°F (-10° C to 50°C)

Storage Temperature Range: -40°F to 140°F (-40°C to 60°C)

Sensor Cable

Material: Polyurethane jacketed

Standard Length: 30 feet

Hach FL900 Logger

Overview

The Hach FL900 Logger receives, processes, and transmits the data received from the sensors. Each remote panel transmits level, velocity and flow signals via 1xRTT or GSM packet switched cellular wireless technology. The data is transmitted to the Customer via a password protected secure web application.

The Hach FL900 Logger has storage capacity of 325,000 data points; 1128 days for 3 channels at 15-minute log intervals. The electronics housing material is sealed, watertight PC/ABS structural foam and enclosures are NEMA 6P/IP68 rated. Electronics operating temperature range is between -18 to 60°C (0 to 140°F) at 95% RH. Storage temperature for electronics is -40 to 60°C (-40 to 140°F)

Data Storage:

Event Log: 1,000 events maximum in non-volatile flash memory

Sample History: 2,000 sample events maximum in non-volatile flash memory

Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

Local Terminal

USB

RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

Power Requirements

8 to 18 Vdc from batteries or external power source, 2.5W max.

Housing

Dimensions: (W x D x H) 25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)

Enclosure: PC/ABS structural foam

Environmental Rating: NEMA 6P (IP68)

Weight (Using Model FL900):

4.5 kg (10 lb)—no batteries;

6.3 kg (14 lb)—2 batteries;
8.2 kg (18 lb)—4 batteries
Operating Temperature: –18 to 60°C (0 to 140°F) at 95% RH
Storage Temperature: –40 to 60°C (–40 to 140°F)

Hach FSDATA Server software

Overview

FSDATA web-based flow meter software provides 24/7 access to your unedited flow data. Hach's secure and reliable IT infrastructure provides peace of mind for flow meter data with secure log-ins, redundant power and network connections as well as daily backups.

Key Features:

- Map view of all sites with visual status
- Summary view of all sites with essential data
- Data viewing in multiple formats, including Hydrographs, scattergraphs, raw data tables
- Easily accessible data statistics, including Average, Minimums, and Maximums
- Calculated Totals for Flow and Rain
- PDF reports, including raw data, data summary, statistics
- Measurement alarms, including High/High, High, Low/Low, Low
- No call alarm alerts Hach's support team and the end user when the cellular modem is unable to complete a call
- Troubleshooting help (reports, diagnostics)

Data and server security:

- Bidirectional communication encryption using HTTPS
- Modem/server connection is protected with both Firewalls and Intrusion Prevention System
- Key card and Axxess secured access to server

Data reliability:

- Backups: Daily incremental, Weekly full.
- Disaster Recovery (DR): Standby database hosted on DR site continuously updated from production.

Server reliability:

- 99.9% uptime target
- Redundant 50 KVA UPS with a minimum of 20 minutes backup time (fully loaded dual-battery string)
- Auxiliary 85 KWatt Katolight Natural Gas-fired Generator with automatic and manual starters
- Power monitoring
- Temperature monitoring and control

TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY's network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in ARREARS and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY'S then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.

Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

7. OWNERSHIP OF FLOWMETER EQUIPMENT

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

8. NON-DISCLOSURE OF INFORMATION

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.

The terms of this Section shall survive the termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

**10. LIMITATION OF LIABILITY
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES,
SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. INITIAL DISPUTE RESOLUTION/JURY WAIVER

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

12. GENERAL

(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.



- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of

communications carriers or any other causes beyond HACH COMPANY's control.

- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.



APPENIDIX A: CUSTOMER/PROJECT DETAILS

Requested start date:

Customer Administrator:

Customer Authorized Users:

List sites of sites in best details available – Street Address/Intersection, Latitude/Longitude, Etc.

1)

2)

3)



Quote

Mark Enochs
 3574 Clare Downs Path
 Rosemount, MN 55068
 952-926-7000 Direct | 952-334-9257 Mobile
mark@mnxinc.net | www.mnxinc.net

Date: June 26, 2019
 Expiration: July 26, 2019
 Quote No. 1016
 Terms: Net 14
 Project: White Bear Twp Flow Metering

Vendor:
Warning Lites 4700 Lyndale Avenue North Minneapolis, MN 55340 800-766-5483

Customer:
White Bear Township ATTN: Dale Reed 1281 Hammond Road White Bear Township, Minnesota 55110

Item	Description Part #	Quantity	Unit Price	Total Price
1	Provide traffic control during flow meter installation and removal - Does not include police, light plants, concrete/water barrier, pavement marking removal, sweeping, pavement marking, flaggers, incidental sign removal & installation, truck mounted attenuator, bond, design/drawing of traffic control plans, or daily inspections			\$ 2,760.00
TOTAL				\$ 2,760.00

Terms:

1. Leadtime: An estimated installation date will be confirmed at the time of order placement.
2. Quote is valid for 30 days from date of quote.
3. Applicable banking fees, sales, use, or excise tax shall be paid by the buyer directory to the appropriate authority. If Tax Exempt, an Exempt Certificate must be sent with Purchase Order.
4. A Purchase Order issued to MNX inc is required for Order Entry.



**Town Board Meeting
August 21, 2019**

Agenda Number: 8G – New Business

Public Works Director Item:

Subject: Concrete Repair Work:
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 Concrete Repair Work to the Lowest Responsible Company, Lallier Concrete, Inc., in the Amount of \$11,630.00 With Funding from Various Funds Including the Park Improvement Fund & the Parks & Recreation Operating Budget

MEMORANDUM

Date: August 15, 2019

To: Town Board

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

Re: Concrete Proposals for Various Concrete Curbing Replacements, Accessible Sidewalks, and Trash Receptacle and a Picnic Table Pads.

Public works has received 3 quotes replace concrete curbing (43 In. ft.) at various locations within the Township, to add a handicap accessible walk with trash/recycling receptacle pad to the Eagle Park tennis court, and to add a handicap accessible sidewalk with trash/recycling receptacle and picnic table pads to Walhof Park. The pads prevent damage to the trash receptacles and picnic table from mowing operations (see attached drawing provided to contractors).

The Stormwater Fund will fund the replacement concrete curbing. Both the Park Improvement Fund and the Parks and Recreation Operating Budget would fund the sidewalks and picnic table pad. Quotes were requested from the follow vendors below:

Contractor	Quote	Notes
CR Fischer and Sons, Inc.	\$17,749.00	Removals, grading, and base materials not included in quote. Quote provided only a concrete curb and a flatwork lump sum.
Lallier Concrete, Inc.	\$11,630.00	
Wohlwend Concrete	\$12,600.00	Quote is compilation of two email responses, pasted to a word doc., form from the contractor.

Town Board action is to accept the quotes and approve the low quote from Lallier Concrete, Inc. for \$11,630.00.

13419 Fenway Blvd N
 Suite 105
 Hugo, MN 55038-7466

ESTIMATE

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

Date	7/19/2019
Estimate #	JL3798
Rep	

Description	Total		
pricing for three areas of curbing			
1000 Meadowlands Dr WBL township 17.5 surmountable curbing. to be removed and placed back with concrete	2,350.00		
4673 Stodart Ln WBL township Remove asphalt and install concrete curbing around CB.			
5347 Cedarwood Ct Remove existing asphalt curbing and install B612 curbing to run around corner to dive into asphalt drain.	1,275.00		
Eagle Park 5485 Township Dr WBL Township Remove existing sod and black dirt. Bring in class five recycle and compact for a solid base. Place #4 steel rods, install 4500 PSI concrete mix design.	3,780.00		
Walhof Park 5235 Reed Place WBL Township 55110 Remove existing sod and black dirt. Bring in class five recycle and compact for a solid base. Place #4 steel rods, install 4500 PSI concrete mix design.	4,225.00		
Thank you for the opportunity to provide an estimate			
Total	\$11,630.00		
Phone #	Fax #	E-mail	Web Site
651-426-0377	651-429-2408	lallierconcrete@gmail.com	www.lallierconcrete.com

Hi Pete,

I'm currently building a elevator shaft downtown Mpls. Be done in 3 weeks. For the three locations of curbing your at 5000.00

Scott Wohlwend

Hi Pete,

From your drawings

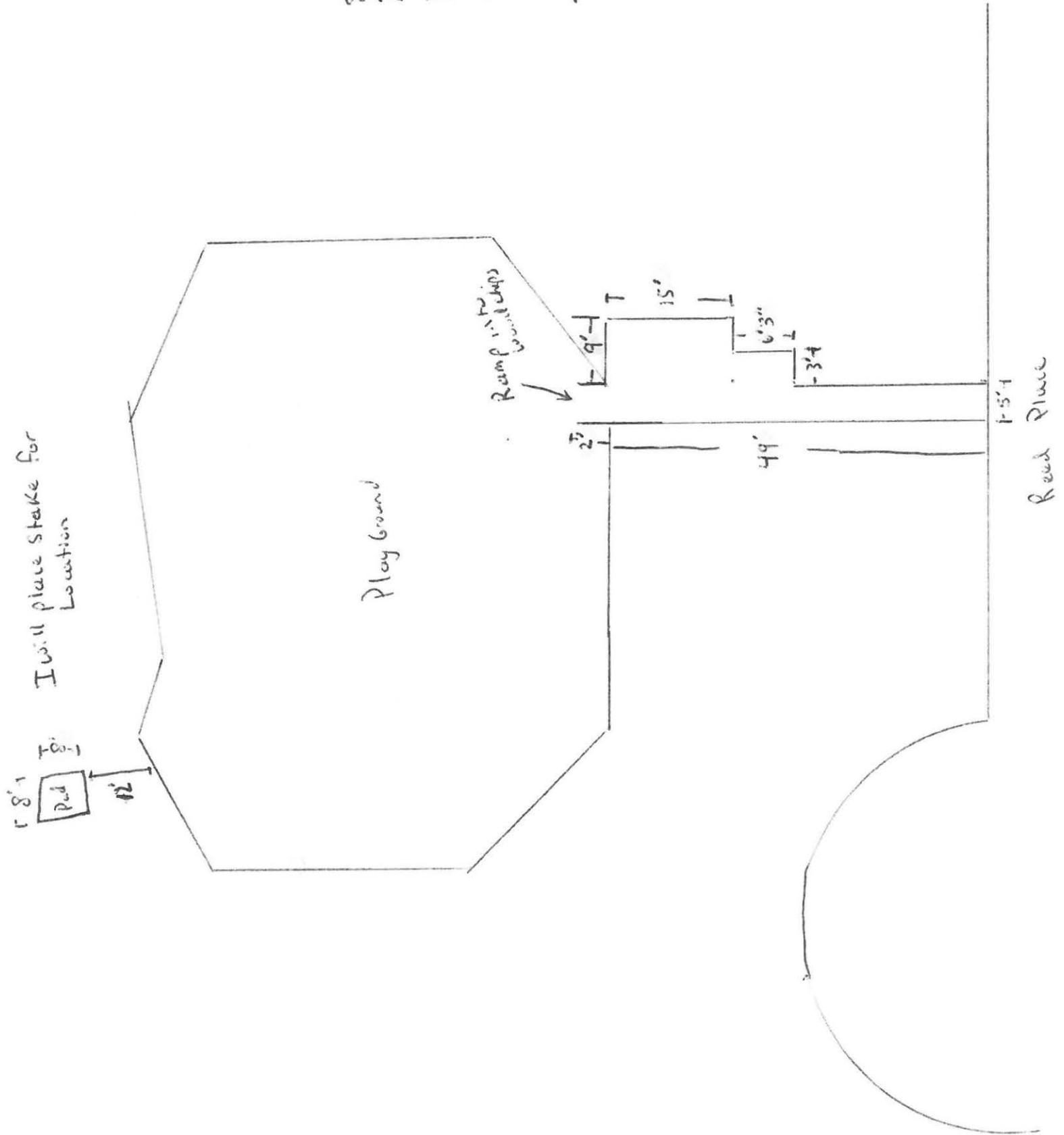
Eagle park 3800.00

Wolf park 3800.00

Scott Wohlwend

Walhof Park
5335 Reed Place
White Bear Township 55110

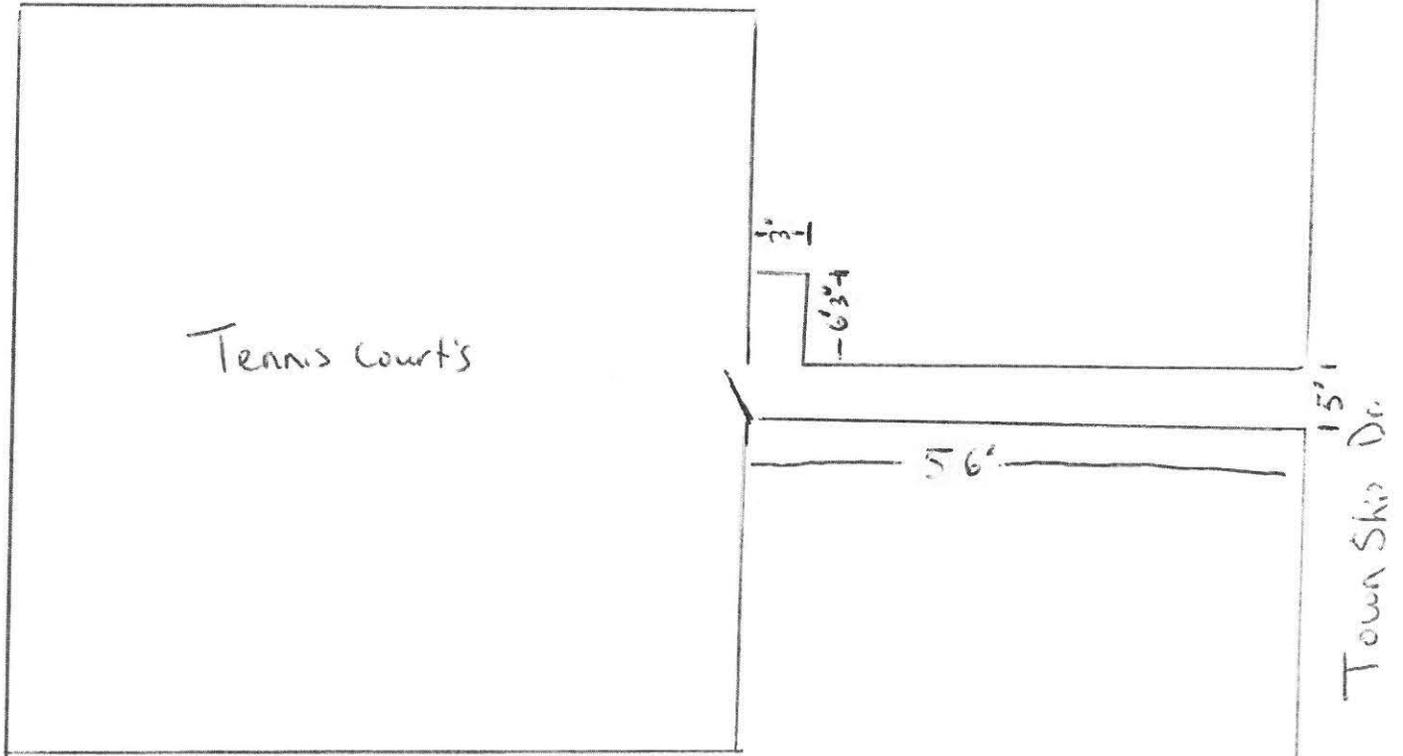
North Arrow (N↑)



Eagle Park

N ↑

5485 Township Dr. 55110
White Bear Township



Not to Scale



Proposal

Proposal Date: 7/16/2019
 Proposal #: 190608

Project
 Misc Repairs
 White Bear Lake

Architect/Engineer

Plan Date 7/16/2019

Quantity	U/M	Description	Unit Price	Total
43	LF	Replace curb and gutter	130.00	5,590.00
772	SF	4" Concrete sidewalk	15.75	12,159.00
		Removals, grading, base materials and restoration by others		

Grade +/- .1 foot

Unless specified above: No surveyors layout * No traffic control

No sand or gravel base * No testing * No joint sealants

No winter conditions

Catch basin adjustments up to 3 rings, additional rings \$40 each. Rings to be furnished by others.

If a performance bond is required, add 1.25% to the total bid price

Bid price valid for 30 days

Thank you for the opportunity to bid this work. Please call with any questions

Total

\$17,749.00

PO Box 448 3240-220th Street W Farmington MN 55024 Ph 651.463.7300 Fax 651.463.7033
 estimator@crfisher.net



**Town Board Meeting
August 21, 2019**

Agenda Number: 8H – New Business

**Subject: Improvement 2019-3 General Obligation Bonds –Call
Public Hearing Receive Proposals for Bonds for the 2019
Street Improvement Project**

**Documentation: Resolution /
Bond Summary**

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Adopt the
**Resolution Providing for the Competitive Negotiated Sale of
Approximately \$1,305,000 General Obligation Improvement Bonds,
Series 2019A**

Moves – Ruzek

Seconds – Seconds

to Fund the 2019 Street Improvement Project

EXTRACT OF MINUTES OF A MEETING OF THE
TOWN BOARD OF SUPERVISORS OF
THE TOWN OF WHITE BEAR, MINNESOTA

HELD: August 21, 2019

Pursuant to due call and notice thereof, a regular meeting of the Town Board of Supervisors of the Town of White Bear, Minnesota, was duly called and held at Heritage Hall in the Town on Wednesday, the 21st day of August, 2019, at 7:00 o'clock P.M.

The following supervisors were present: Prudhon, Ruzek, McCune;

and the following were absent: None.

Supervisor Ruzek introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE
NEGOTIATED SALE OF APPROXIMATELY \$1,305,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2019A

BE IT RESOLVED by the Town Board of Supervisors of the Town of White Bear, Minnesota, as follows:

1. Finding: Amount and Purpose. It is hereby found, determined and declared that the Town of White Bear, Minnesota (the "Town"), should issue approximately \$1,305,000 General Obligation Improvement Bonds, Series 2019A, to finance various street improvement projects within the Town.
2. Meeting. This Town Board of Supervisors shall meet on the date and at the time and place specified in the form of Terms of Proposal attached hereto as **Exhibit A** for the purpose of awarding the sale of the Bonds.
3. Competitive Negotiated Sale. The Town has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA") as an independent municipal advisor, and the Town Board of Supervisors hereby determines to sell the Bonds by private negotiation, by way of a competitive sale in response to Terms of Proposal for the Bonds which are not published in any newspaper or journal.

4. Terms of Proposal. The terms and conditions of the Bonds and the sale thereof are fully set forth in the “Terms of Proposal” attached hereto as **Exhibit A** and hereby made a part hereof.

5. Official Statement. The Finance Officer and other officers or employees of the Town are hereby authorized to participate with Baker Tilly MA in the preparation of an official statement for the Bonds.

The motion for the adoption of the foregoing resolution was duly seconded by Supervisor McCune and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: Prudhon, Ruzek, McCune.

and the following voted against the same: None.

Whereupon said resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota (the “Town”), DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the Town Board of Supervisors called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the Town’s approximately \$1,305,000 General Obligation Improvement Bonds, Series 2019A.

WITNESS my hand as such Clerk of the Town this 21st day of August, 2019.

Town Clerk

EXHIBIT A

THE TOWN HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$1,305,000*

**TOWN OF WHITE BEAR, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2019A**

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the Town of White Bear, Minnesota (the "Town") on Monday, September 16, 2019 (the "Sale Date") until 10:00 A.M., Central Time at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the Board of Supervisors at its meeting commencing at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder to reach Baker Tilly MA prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the Town to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Baker Tilly MA. Signed proposals, without final price or coupons, may be submitted to Baker Tilly MA prior to the time of sale. The bidder shall be responsible for submitting to Baker Tilly MA the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the Town, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the Town, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The Town is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the Town.

* Preliminary; subject to change.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
 Customer Support: (212) 849-5000

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2021	\$135,000	2023	\$140,000	2025	\$145,000	2027	\$120,000	2029	\$120,000
2022	\$140,000	2024	\$145,000	2026	\$120,000	2028	\$120,000	2030	\$120,000

*

The Town reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the Town for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The Town will name the registrar which shall be subject to applicable regulations of the Securities and Exchange Commission. The Town will pay for the services of the registrar.

OPTIONAL REDEMPTION

The Town may elect on February 1, 2026, and on any day thereafter, to redeem Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part at the option of the Town and in such manner as the Town shall determine. If less than all Bonds of a maturity are called for redemption,

the Town will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the Town for which the Town will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the Town will pledge special assessments against benefited properties for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to finance various street and related utility improvements within the Town.

BIDDING PARAMETERS

Proposals shall be for not less than \$1,289,340 plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the Town scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the Town with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the Town in establishing the issue price of the Bonds and shall complete, execute, and deliver to the Town prior to the closing date, a written certification in a form acceptable to the Purchaser, the Town, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the Town pursuant hereto may be taken or received on behalf of the Town by Baker Tilly MA.

The Town intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the Town shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the Town reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the Town anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party

relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the Town shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the Town and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The Town will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The Town will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the Town will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the Town and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the Town and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit to the Town in the amount of \$13,050 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier’s check payable to the Town; or (ii) a wire transfer. The Purchaser shall be solely responsible for the timely delivery of its Deposit whether by check or wire transfer. Neither the Town nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the Town may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier’s Check. A Deposit made by certified or cashier’s check will be considered timely delivered to the Town if it is made payable to the Town and delivered to Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101 by the time specified above.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the Town upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the Town and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the Town.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the Town. The Town's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The Town will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the Town determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The Town has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The Town specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Town. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the Town) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about October 15, 2019, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the Town or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the Town, or its agents, the Purchaser shall be liable to the Town for any loss suffered by the Town by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

At the time of delivery of the Bonds, the Town will not be obligated with respect to more than \$10,000,000 of outstanding municipal securities, including the Bonds being offered hereby. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the Town will enter into a Continuing Disclosure Certificate pursuant to which it will covenant to file with the Municipal Securities Rulemaking Board electronically through the Electronic Municipal Market Access system certain financial information or operating data that is customarily prepared and is publicly available and notices of certain material events to the limited extent required by SEC Rule 15c2-12(d)(2). The Continuing Disclosure Certificate will be set forth in the Official Statement.

OFFICIAL STATEMENT

The Town has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the Town as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the Town, Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the Town agrees that, no more than seven business days after the date of such award, it shall provide without cost to the Purchaser up to 25 copies of the Final Official Statement. The Town designates the Purchaser as its agent for purposes of distributing copies of the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the Town, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated August 21, 2019

BY ORDER OF THE BOARD OF SUPERVISORS

/s/ Patrick Christopherson
Clerk/Treasurer

Town of White Bear, Minnesota
Pre-Sale Summary for Issuance of Bonds

\$1,305,000 General Obligation Improvement Bonds, Series 2019A

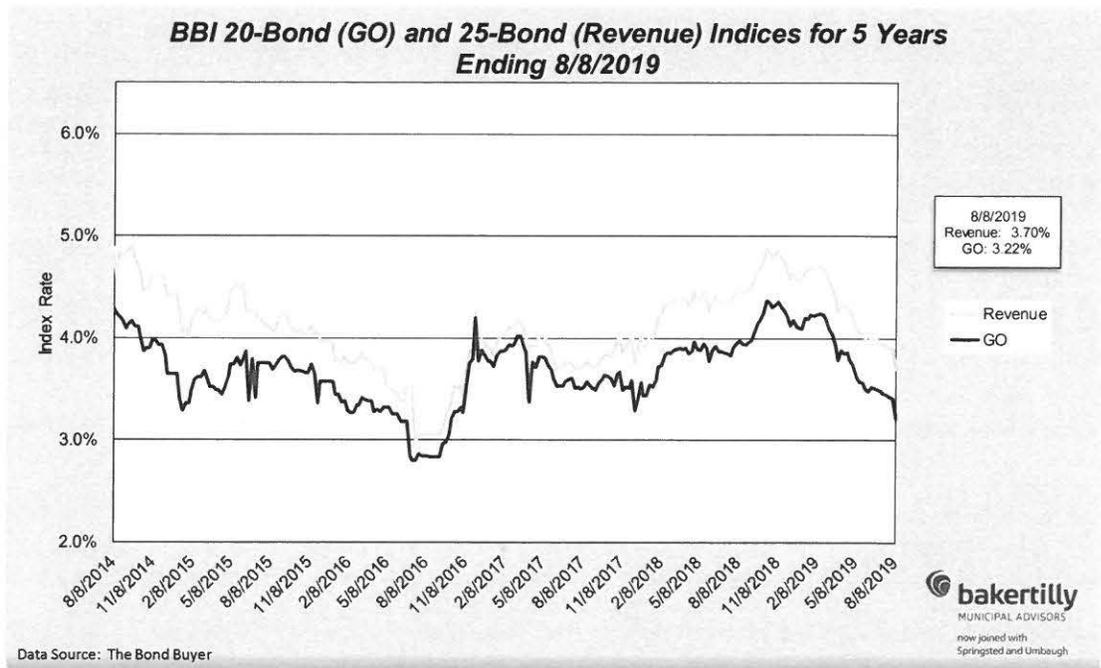
The Board of Supervisors has under consideration the issuance of bonds to finance various street and related utility improvements within the Town (the "Bonds"). This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

August 21, 2019	Board sets sale date and terms
Week of September 2, 2019	Rating conference is conducted
September 16, 2019, 10:00 a.m.	Competitive proposals are received
September 16, 2019, 7:00 p.m.	Board considers award of the Bonds
October 15, 2019	Proceeds are received

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. The Town's general obligation debt is currently rated "Aa2" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years.



POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for an exception to the rebate requirements for an issuer that issues \$5 million or less of tax-exempt obligations in a calendar year. The Town does not expect to issue more than \$5 million in tax-exempt obligations in 2019; therefore, the Town will qualify as a small issuer and the Bonds will be exempt from rebate.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the Town to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors currently provides both arbitrage and continuing disclosure services to the Town. Baker Tilly Municipal Advisors will work with the Town staff to include the Bonds under the existing Agreement for Municipal Advisor Services.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

PURPOSE:

Proceeds of the Bonds will be used to finance various street improvements and related utility improvements of the Town which consists of street, water, storm water, and sanitary sewer improvements.

AUTHORITY:

Statutory Authority: The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475.

Statutory Requirements: Under Minnesota Statutes, Chapter 429, at least 20% of the Town's share of project costs must be assessed to benefited properties. The various projects being financed by the Bonds are assessed at greater than 20%.

**SECURITY AND
SOURCE OF
PAYMENT:**

The Bonds will be a general obligation of the Town, secured by its full faith and credit and taxing power. In addition, the Town will pledge special assessments against benefited properties. The Town also intends to use revenues from its water, sewer fund and storm water funds (the "Utility Revenues") to supplement their pro-rata portion of the levy requirement.

Special assessments in the principal amount of \$597,000 are expected to be filed in the fall of 2019 for first collection in 2020. The assessments will be payable over a term of 10 years with equal annual payments of principal. Interest will be charged on the outstanding balance at a rate of 2.00% over the true interest rate of the Bonds. For structuring purposes, we have assumed a rate of 3.963%.

The Town will be required to levy taxes to pay a portion of the debt service. The Town will make its first levy in 2019 for collection in 2020. Each year's first-half collection of taxes and assessments and ongoing utility revenues, to the extent that the portion of the Bonds attributable to the utility improvements is outstanding, will be used to pay the interest payment due August 1 in the year of collection. Second-half collections plus surplus first-half collections of taxes, assessments and utility revenues will be used to pay the principal and interest payment due February 1 in the following year. As mentioned above, the Town is expecting to use Utility Revenues to offset a portion of the levy requirement, but the Utility Revenues are not pledged for repayment of the Bonds.

**STRUCTURING
SUMMARY:**

In consultation with Town staff, the Bonds have been structured with 10-year repayment term. The portion of the debt service expected to be paid from special assessments and tax levies was structured around the assessments to result in an approximately even annual levy over a 10-year term. The portions expected to be paid from Utility Revenues were structured to provide for level annual payments of principal and interest over a 5-year term.

**SCHEDULES
ATTACHED:**

Schedules attached include the sources and uses of funds, estimated debt service requirements for the Bonds as a whole and by purpose, given the current interest rate environment, and estimated assessment collections.

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Principal payments have been structured around projected future assessment collections. If actual assessment collections on the Bonds are different than projected (lower annual collections due to delinquencies or prepayments), the levy requirements will differ from what is shown in this Pre-Sale Summary.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2027 may be prepaid at a price of par plus accrued interest on or after February 1, 2026.

Bank Qualification: The Town does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Bonds are designated as bank qualified.

\$1,305,000

Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Issue Summary

Total Issue Sources And Uses

Dated 10/15/2019 | Delivered 10/15/2019

	Street Improvement Portion	Water Utility Improvement Portion	Storm Utility Improvement Portion	Sanitary Utility Improvement Portion	Issue Summary
Sources Of Funds					
Par Amount of Bonds.....	\$1,205,000.00	\$25,000.00	\$40,000.00	\$35,000.00	\$1,305,000.00
Total Sources	\$1,205,000.00	\$25,000.00	\$40,000.00	\$35,000.00	\$1,305,000.00
Uses Of Funds					
Deposit to Project Construction Fund.....	1,150,915.00	26,030.00	39,795.00	33,260.00	1,250,000.00
Costs of Issuance.....	35,711.39	740.90	1,185.44	1,037.27	38,675.00
Total Underwriter's Discount (1.200%).....	14,460.00	300.00	480.00	420.00	15,660.00
Rounding Amount.....	3,913.61	(2,070.90)	(1,460.44)	282.73	665.00
Total Uses	\$1,205,000.00	\$25,000.00	\$40,000.00	\$35,000.00	\$1,305,000.00

\$1,305,000

Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required	Utility Revenues	Expected Levy
02/01/2020	-	-	-	-	-	-	-	-	-
02/01/2021	135,000.00	1.350%	27,266.18	162,266.18	170,379.49	87,302.30	83,077.19	17,684.77	65,392.42
02/01/2022	140,000.00	1.370%	19,241.50	159,241.50	167,203.58	80,993.20	86,210.38	17,032.05	69,178.33
02/01/2023	140,000.00	1.390%	17,323.50	157,323.50	165,189.68	78,627.28	86,562.40	22,066.28	64,496.12
02/01/2024	145,000.00	1.450%	15,377.50	160,377.50	168,396.38	76,261.38	92,135.00	27,024.38	65,110.62
02/01/2025	145,000.00	1.500%	13,275.00	158,275.00	166,188.75	73,895.46	92,293.29	26,643.75	65,649.54
02/01/2026	120,000.00	1.600%	11,100.00	131,100.00	137,655.00	71,529.56	66,125.44	-	66,125.44
02/01/2027	120,000.00	1.700%	9,180.00	129,180.00	135,639.00	69,163.64	66,475.36	-	66,475.36
02/01/2028	120,000.00	1.800%	7,140.00	127,140.00	133,497.00	66,797.74	66,699.26	-	66,699.26
02/01/2029	120,000.00	2.000%	4,980.00	124,980.00	131,229.00	64,431.82	66,797.18	-	66,797.18
02/01/2030	120,000.00	2.150%	2,580.00	122,580.00	128,709.00	62,065.92	66,643.08	-	66,643.08
Total	\$1,305,000.00	-	\$127,463.68	\$1,432,463.68	\$1,504,086.86	\$731,068.30	\$773,018.56	\$110,451.22	\$662,567.34

Dated..... 10/15/2019
 Delivery Date..... 10/15/2019
 First Coupon Date..... 8/01/2020

Yield Statistics

Bond Year Dollars..... \$7,324.25
 Average Life..... 5.612 Years
 Average Coupon..... 1.7402967%
 Net Interest Cost (NIC)..... 1.9541070%
 True Interest Cost (TIC)..... 1.9632129%
 Bond Yield for Arbitrage Purposes..... 1.7340966%
 All Inclusive Cost (AIC)..... 2.5459225%

IRS Form 8038

Net Interest Cost..... 1.7402967%
 Weighted Average Maturity..... 5.612 Years

\$1,205,000

Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Street Improvement Portion

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Expected Levy
02/01/2020	-	-	-	-	-	-	-
02/01/2021	120,000.00	1.350%	25,423.54	145,423.54	152,694.72	87,302.30	65,392.42
02/01/2022	125,000.00	1.370%	18,020.50	143,020.50	150,171.53	80,993.20	69,178.33
02/01/2023	120,000.00	1.390%	16,308.00	136,308.00	143,123.40	78,627.28	64,496.12
02/01/2024	120,000.00	1.450%	14,640.00	134,640.00	141,372.00	76,261.38	65,110.62
02/01/2025	120,000.00	1.500%	12,900.00	132,900.00	139,545.00	73,895.46	65,649.54
02/01/2026	120,000.00	1.600%	11,100.00	131,100.00	137,655.00	71,529.56	66,125.44
02/01/2027	120,000.00	1.700%	9,180.00	129,180.00	135,639.00	69,163.64	66,475.36
02/01/2028	120,000.00	1.800%	7,140.00	127,140.00	133,497.00	66,797.74	66,699.26
02/01/2029	120,000.00	2.000%	4,980.00	124,980.00	131,229.00	64,431.82	66,797.18
02/01/2030	120,000.00	2.150%	2,580.00	122,580.00	128,709.00	62,065.92	66,643.08
Total	\$1,205,000.00	-	\$122,272.04	\$1,327,272.04	\$1,393,635.64	\$731,068.30	\$662,567.34

Dated..... 10/15/2019
 Delivery Date..... 10/15/2019
 First Coupon Date..... 8/01/2020

Yield Statistics

Bond Year Dollars..... \$6,964.81
 Average Life..... 5.780 Years
 Average Coupon..... 1.7555700%
 Net Interest Cost (NIC)..... 1.9631853%
 True Interest Cost (TIC)..... 1.9723561%
 Bond Yield for Arbitrage Purposes..... 1.7340966%
 All Inclusive Cost (AIC)..... 2.5391107%

IRS Form 8038

Net Interest Cost..... 1.7555700%
 Weighted Average Maturity..... 5.780 Years

\$25,000

Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Water Utility Improvement Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% D/S
02/01/2020	-	-	-	-	-
02/01/2021	5,000.00	1.350%	456.94	5,456.94	5,729.79
02/01/2022	5,000.00	1.370%	285.50	5,285.50	5,549.78
02/01/2023	5,000.00	1.390%	217.00	5,217.00	5,477.85
02/01/2024	5,000.00	1.450%	147.50	5,147.50	5,404.88
02/01/2025	5,000.00	1.500%	75.00	5,075.00	5,328.75
Total	\$25,000.00	-	\$1,181.94	\$26,181.94	\$27,491.04

SIGNIFICANT DATES

Dated.....	10/15/2019
Delivery Date.....	10/15/2019
First Coupon Date.....	8/01/2020

Yield Statistics

Bond Year Dollars.....	\$82.36
Average Life.....	3.294 Years
Average Coupon.....	1.4350705%
Net Interest Cost (NIC).....	1.7993201%
True Interest Cost (TIC).....	1.8124256%
Bond Yield for Arbitrage Purposes.....	1.7340966%
All Inclusive Cost (AIC).....	2.7746357%

IRS Form 8038

Net Interest Cost.....	1.4350705%
Weighted Average Maturity.....	3.294 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule. The actual underwriter's discount bid may also vary.

\$40,000

Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Storm Utility Improvement Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% D/S
02/01/2020	-	-	-	-	-
02/01/2021	5,000.00	1.350%	737.83	5,737.83	6,024.72
02/01/2022	5,000.00	1.370%	502.50	5,502.50	5,777.63
02/01/2023	10,000.00	1.390%	434.00	10,434.00	10,955.70
02/01/2024	10,000.00	1.450%	295.00	10,295.00	10,809.75
02/01/2025	10,000.00	1.500%	150.00	10,150.00	10,657.50
Total	\$40,000.00	-	\$2,119.33	\$42,119.33	\$44,225.30

SIGNIFICANT DATES

Dated.....	10/15/2019
Delivery Date.....	10/15/2019
First Coupon Date.....	8/01/2020

Yield Statistics

Bond Year Dollars.....	\$146.78
Average Life.....	3.669 Years
Average Coupon.....	1.4439039%
Net Interest Cost (NIC).....	1.7709288%
True Interest Cost (TIC).....	1.7832614%
Bond Yield for Arbitrage Purposes.....	1.7340966%
All Inclusive Cost (AIC).....	2.6472503%

IRS Form 8038

Net Interest Cost.....	1.4439039%
Weighted Average Maturity.....	3.669 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule. The actual underwriter's discount bid may also vary.

\$35,000

Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Sanitary Utility Improvement Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% D/S
02/01/2020	-	-	-	-	-
02/01/2021	5,000.00	1.350%	647.87	5,647.87	5,930.26
02/01/2022	5,000.00	1.370%	433.00	5,433.00	5,704.65
02/01/2023	5,000.00	1.390%	364.50	5,364.50	5,632.73
02/01/2024	10,000.00	1.450%	295.00	10,295.00	10,809.75
02/01/2025	10,000.00	1.500%	150.00	10,150.00	10,657.50
Total	\$35,000.00	-	\$1,890.37	\$36,890.37	\$38,734.89

SIGNIFICANT DATES

Dated.....	10/15/2019
Delivery Date.....	10/15/2019
First Coupon Date.....	8/01/2020

Yield Statistics

Bond Year Dollars.....	\$130.31
Average Life.....	3.723 Years
Average Coupon.....	1.4507210%
Net Interest Cost (NIC).....	1.7730403%
True Interest Cost (TIC).....	1.7855088%
Bond Yield for Arbitrage Purposes.....	1.7340966%
All Inclusive Cost (AIC).....	2.6381281%

IRS Form 8038

Net Interest Cost.....	1.4507210%
Weighted Average Maturity.....	3.723 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule.
The actual underwriter's discount bid may also vary.

\$597,000

**Town of White Bear, Minnesota
General Obligation Improvement Bonds, Series 2019A
Assessments**

ASSESSMENT INCOME -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2019	-	-	-	-
2020	59,700.00	3.963%	27,602.30	87,302.30
2021	59,700.00	3.963%	21,293.20	80,993.20
2022	59,700.00	3.963%	18,927.28	78,627.28
2023	59,700.00	3.963%	16,561.38	76,261.38
2024	59,700.00	3.963%	14,195.46	73,895.46
2025	59,700.00	3.963%	11,829.56	71,529.56
2026	59,700.00	3.963%	9,463.64	69,163.64
2027	59,700.00	3.963%	7,097.74	66,797.74
2028	59,700.00	3.963%	4,731.82	64,431.82
2029	59,700.00	3.963%	2,365.92	62,065.92
-	\$597,000.00	-	\$134,068.30	\$731,068.30

SIGNIFICANT DATES

Filing Date..... 11/01/2019
 First Payment Date..... 12/31/2020



**Town Board Meeting
August 21, 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