



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

AGENDA

TOWN BOARD MEETING SEPTEMBER 4, 2019

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

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 21, 2019 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **2019 Bow Hunting Request** – Approve 2019 Deer Hunting Request for John Duxbury to Bow Hunt on Township Property Near State Tool.
 - B. **Right-of-Way Variance Request @ 1548 Hennessy Vista** – Call Public Hearing for Monday, October 7, 2019 @ 7:00 p.m. to Consider a 22' Right-of-Way Setback Variance After-the-Fact.
 - C. **Reschedule December 27, 2019 Executive Meeting** – Reschedule the December 27, 2019 Executive Meeting to Friday, December 20, 2019.
 - D. **Variance Approval Extension, 5518 Shadyside Lane** – In Accordance with Section 9-2.3(a) of Ordinance No. 35 Approve the Six Month Extension Request.
 - E. **Tour de Hugo** – In Accordance with the Township's Special Events Policy Approve the Tour de Hugo Community Bike Ride on Saturday, September 21, 2019, Beginning at 9:00 a.m. & Direct the Event Coordinator to Work with the Township Staff Regarding Sign Placement for the Event.
 - F. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Install an Underground Electrical Service for the Residence at 5155 Lakeview Avenue Which Will Require Directional Boring Under Both Lakeview & Ridgewood Avenues.

White Bear Township's

Mission:

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



recycled paper

6. **Old Business:**

Public Works Director Item:

- A. **2019 Flow Monitoring:**
1. Receive Quotes.
 2. Approve Quotes.

7. **Public Hearings:** None.

8. **New Business:**

Town Planner Item:

- A. **Minor Subdivision Request** - Northwoods Entertainment LLC, 1180 County Road J/Schwing America, 5900 Centerville Road – Request for Minor Subdivision to Allow Construction of a New Pylon Sign.
- B. **Redlin Electric, 2350 Leibel Street** – Request for Permitted Use Standards Permit

General Business:

- C. **Solicitor License Request** – Joy Erickson Real Estate Team.
- D. **2020 Budget** – Clerk-Treasurer Recommendations.

9. **Added Agenda Item.**

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 September 4, 2019

Agenda Number: 1 - 2 - 3 - 4

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

Approval of September 4, 2019 Agenda
Approval of Payment of Bills
Approval of Minutes of August 21, 2019

Documentation: September 4, 2019 Agenda
August 21, 2019 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	September 4, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	August 21, 2019 Meeting

**MINUTES
TOWN BOARD MEETING
AUGUST 21, 2019**

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

Present: Supervisors: Prudhon, Ruzek, McCune; Clerk: Christopherson; Attorney: Lemmons; Engineer: Poppler

Absent: Town Planner: Riedesel

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted with the addition of Consent Agenda Item 5M Park Board Recommendation, the deletion of Agenda Item 8A Redlin Electric, and the tabling of Agenda Item 8F: 2019 Flow Monitoring. McCune seconded. Ayes all.

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

APPROVAL OF MINUTES OF AUGUST 5, 2019 (Additions/Deletions): Ruzek moved to approve of the Minutes of August 5, 2019. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to approve 5A) Reschedule October 25, 2019 Executive meeting – Reschedule the October 25, 2019 Executive Meeting & Employee Appreciation Event to Thursday, October 24, 2019; 5B) 2019 Bow Hunting Request – Approve 2019 deer hunting requests for Joe Mailer & Harry Kavaloski to bow hunt on Township property near Benson Airport; 5C) 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; 5D) 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; 5E VFW On-Sale Liquor License – Approve Township Day On-Sale License Request; 5F) 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; 5G) Annual Storm Water Presentation – Call the Informational Public Hearing for Monday, October 21, 2019, beginning at 7:00 p.m. for the Annual Presentation of the Town's Storm Water Pollution Prevention Program; 5H) 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; 5I) 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; 5J) 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 trenches; 5K) Construction Activity

MINUTES
TOWN BOARD MEETING
AUGUST 21, 2019

Report – Receive Report; 5L) Monthly Financial Report – Receive; 5M) Park Board Recommendation – Based on Park Board & staff review & recommendation approve the TKDA proposal for the Bellaire Beach master planning in an amount not to exceed \$5,600 & storm sewer engineering in an amount not to exceed \$13,800. Ruzek seconded. Ayes all.

WATER SYSTEM IMPROVEMENT EVALUATION – AUTHORIZE TKDA TO PERFORM THE EVALUATION: The Town Engineer recapped that at the last Town Board Executive Meeting the Board discussed the Manganese levels in the Town's wells. Manganese is a product of pumping water out of the ground, he explained. It precipitates out of the ground, and it's a naturally occurring mineral. The Minnesota Department of Health recently changed the level of the "health based guidance" for infants. Two of the Town's wells were found to be above that infant level, but shortly after Public Works Staff begun blending the wells thoroughly, the Manganese levels declined below that infant line.

The Town Engineer explained that the Town's concern is that with blending the water more often, it is only a short-term fix, but it is costing the Town more money in Public Works staff's time, additional chemicals to treat the water, and the potential of a well breaking down from overuse. The recommendation is that the Town Board authorize TKDA to complete a study of the situation and come up with cost effective ways to streamline the needs that the Town has.

It was noted that the Township is not the only community experiencing these new "guidelines" put out by the MDH. The Public Works Director pointed out that a "guideline" can become a "standard" at any point. Once that happens, it is crucial for any town or city to comply, and that is the reason for the direct attention to detail provided by MDH. The timing of this report was discussed, and it was noted that TKDA would only need about a month to finish the report.

Ruzek moved to 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. McCune seconded. Ayes all.

2020 STREET IMPROVEMENTS – AUTHORIZE PREPARTATION OF A FEASIBILITY REPORT (IMPROVEMENT 2020-1): The Town Engineer reported that this year's street improvements are underway, but the goal is to be more ahead of schedule next year. In order to do this, it is recommended that the Town Board approve the feasibility study of the streets selected for the 2020 Street Improvements. It was noted that the communication protocol that the Township adhered to in 2019 will be followed in 2020 as well. The completion of the feasibility report will be in October 2019. There was discussion the number of households that will be assessed in 2020. It was noted that there are less households, as the areas are more constricted to one neighborhood area, yet it is almost double the 2019 value of work being done.

The work done in 2019 was in 4 neighborhoods, removed asphalt, reworked curb and gutter, and replaced with new asphalt. Whereas the work done in 2020 is planned to be a full depth, adding curb and gutter where there isn't any, adding storm and sewer, and placing new asphalt. There was discussion of other residents requesting their streets be moved up in the Pavement Management Plan to 2020 or 2021. The Town Engineer noted that these could be implemented,

MINUTES
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but they deserve more discussion at the Town Board Executive Meeting on August 23rd, 2019. TKDA will be able to complete further studies of those streets, but will take longer and cost more than the project discussed tonight.

The streets, as of tonight's meeting, that are scheduled for 2020 improvements are: Homewood Avenue, Arbor Drive, Lakewood Avenue, Glen Oaks Avenue, Forest Court, Summit Lane, Hillaire Road, and Ralph Street, in the southeast side of the Township.

Based on Town Engineer review & recommendation, Ruzek moved to Adopt a Resolution Ordering Preparation of a Report on a Street Improvement with funding from the Improvement Fund 505 in an amount not to exceed \$18,900.00. McCune seconded. Ayes all.

2019 SEALCOAT OF VARIOUS BITUMINOUS SURFACES PROJECT: RECEIVE BIDS – AWARD CONTRACT: The Public Works Director reported the last time trails were seal coated was in 2012. This year he's added some driveways to the project plan, which includes: 15 park/street trail segments and 9 different well and lift station driveways in the Township. The project went to bid and were opened on August 1st. Two bids were received, one from Border Lines Pavement Maintenance for \$16,330.86, and one from Allied Blacktop Company for \$49,394.93. The funding will be from the Park Improvement Fund and the Sanitary Sewer Operating and Water Operating Budgets. The Public Works Director explained that he had budgeted \$60,000 for this project, which will have surplus with the low bidder, and the remaining balance will be funneled into any park projects for 2020. It was noted that Border Lines performed the sealcoating in 2012 for the Township.

Based on Public Works review & recommendation, McCune moved to receive the bids. Ruzek seconded. Ayes all.

Based on Public Works review & recommendation, McCune moved to 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. Ruzek seconded. Ayes all.

HYDRANT REPAINTING: RECEIVE QUOTES – APPROVE QUOTE: The Public Works Director reported that this agenda item is part of the Town's asset management plan, in line with the GIS Implementation project. The Town has more than 640 hydrants, and the goal is to paint half (300) of those hydrants this year. The Town received quotes from 2 vendors for hydrant painting services. One from B&B Commercial Coating, LLC for \$28,000.00, and one from FERGUSON Waterworks for \$37,500.00. The CIP has budgeted \$30,000.00 for 2019 hydrant rehabilitation, with funds from the Water Operating Fund/Budget. It was noted that Staff is comfortable contracting with B&B Commercial Coating, and the warranty will last 1 year. The painting will be done in sections, in an organized fashion.

Based on Public Works review & recommendation Ruzek moved to receive the quotes. McCune seconded. Ayes all.

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Based on Public Works review & recommendation Ruzek moved to approve quote for hydrant repainting from B & B Commercial Coating, LLC in the amount of \$28,000 with funding from the Water Operating Fund. McCune seconded. Ayes all.

CONCRETE REPAIR WORK: RECEIVE QUOTES – APPROVE QUOTE: The Public Works Director reported that there were 3 quotes received to replace the concrete curbing at various locations throughout the Township. The goal is 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 Stormwater Fund will fund the replacement concrete curbing and both the Park Improvement Fund and the Parks and Recreation Operating Budget would fund the sidewalks and picnic table pad. Of the 3 quotes, Lallier Concrete, Inc. had the lowest bid at \$11,630.00.

Based on Public Works review & recommendation McCune moved to receive quotes. Ruzek seconded. Ayes all.

Based on Public Works review & recommendation McCune moved to 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. Ruzek seconded. Ayes all.

**IMPROVEMENT 2019-3 GENERAL OBLIGATION BONDS – CALL PUBLIC HEARING
RECEIVE PROPOSALS FOR BONDS FOR THE 2019 STREET IMPROVEMENT PROJECT:**

Representative of Baker Tilly, Paul Steinman, was present to report on the bonding information and plans, walking the Board through the action of issuing bonds. The bonds are \$1,305,000 general obligation improvement bonds. The assessment bonds are structured with a 10-year repayment term, which will even the annual levy over the period for the Pavement Management Plan. Courses will be paid from the utility revenues, which will lessen the amount of repayment.

It was noted that the goal is to proceed with sale of the bonds on September 7th, proceeding by closing on the bonds by October 15th. On the day of the auction, the Town will know the exact interest rate, but Steinman stated the estimate is under 2% as of August 8th. The interest rate has to do with the rating scale. The Town has AA2, which is better than A1, but not quite as good as AAA rating. It was the consensus that the Town is in good standing for an excellent interest rate.

Based on Finance Officer review & recommendation Ruzek moved to adopt the Resolution Providing for the Competitive Negotiated Sale of Approximately \$1,305,000 General Obligation Improvement Bonds, Series 2019A, to fund the 2019 Street Improvement Project. McCune seconded. Ayes all.

OPEN TIME: Perry Kavlosky, 4694 Europa Trail N, noted his thankfulness, on behalf of Joe Mailer, to the Town Board for approving bow hunting at Benson Airport for another year.

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Scott Hoffman, 4631 Greenhaven Drive, was present to discuss his concerns with last year's "No Parking" signs for the Park and Ride. Last year they did not extend far enough near Greenhaven so cars were parked on both sides of the streets and neighbors of Hoffman were not able to retrieve their mail. It was noted that the Town Board will discuss this more at the Town Board Executive Meeting on Friday, August 23rd, 2019.

Maryanne Buck, President of the White Bear Preserve Condominium Association, 4281 Oakmede Lane was present to ask the Board for representation. Being a real estate agent, with the recent scandal of Water Gremlin, it has been difficult to sell homes inside the Township. This is not good, as the Township is still a safe place in which to live. There have been no concerns with ground water or anything, so Buck is asking the Board to advertise with a more happy and safe appeal of the Township.

The Town Engineer updated the Board on the completed storm sewer repairs on Portland Avenue, the near-completed Stillwater project, the TKDA intern's work with the GIS data implementation, lift station #9 work, beginning work on the painting of the interior of the water tower, and the beginning of the 2019 street improvements.

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 7:55 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 September 4, 2019

Agenda Number: 5A – Consent Agenda

Subject: 2019 Bow Hunting Request – Approve 2019 Deer Hunting Request for John Duxbury to Bow Hunt on Township Property Near State Tool

Documentation: Application / Deer Hunt Permission Form / Map / Test Results / License

Action / Motion for Consideration:

Receive Information / Discuss

Approve the 2019 Deer Hunting Request for John Duxbury to Bow Hunt on Township Property Near State Tool from September 15, 2019 through December 31, 2019

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.



RECEIVED
AUG 23 2018
TOWN OF WHITE BEAR

John Duxbury
4092 Oakmede Lane
White Bear Township, MN 55110
651-353-6125

White Bear Township Board Members,

My name is John Duxbury and I have lived in White Bear Township for 26 years. I am submitting a request for permission to bow hunt deer on township property for the 2019 Minnesota Archery Deer Season.

I am requesting permission to hunt WBT parcel 22302240012 (11.52 Acres) and adjacent parcel 2232240004 (2.16 Acres). This property lies west of Otter Lake Road and north of White Bear Parkway. This Township property backs up to the east edge of Rice Lake Preserve and does not border any residential properties.

I was permitted to hunt the same parcels in the 2018 archery season and have completed the Minnesota Bowhunter Education Certification. Please see below for my certificate.

I would embrace the opportunity to answer any questions or concerns that you may have regarding this request. Please feel free to contact me at the number listed above.

I look forward to your early and favorable consideration.

Sincerely,

John Duxbury

I hereby certify that:

- 1 I am personally responsible for completing the work associated with this course
- 2 I am a Minnesota resident;
- 3 I have read the Minnesota Hunting Regulations provided at the completion of this online course

I further understand that it is a violation to temper with this certificate or for anyone other than me to use this certificate

 8/9/2018
SIGNATURE DATE

Minnesota Bowhunter Education Certificate
Minnesota Bowhunter Ed Course



NAME
JOHN P DUXBURY
ADDRESS
4092 OAKMEDE LN
WHITE BEAR LK, MN 55110
DOB
1993-03-08
EYE COLOR
BLUE
GENDER
M

ISSUED
AUGUST 9, 2018
MATCH CODE
RORTDE09ITRM
CERTIFICATE #
MN20059680



RECEIVED

AUG 22 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 John Duxbury
Address 4092 Oakmeade LN
Phone Home 651-353-6125 Cell 651-353-6125
2. Property owners name and address White Bear Township
Property Owners Signature (required) _____
3. Date when you intend to hunt 2019 Archery Season
4. Date when the application will be reviewed by the Town Board _____

Rice Lake
Rice Lake
Rice Lake

Rice Lake

WBT Parvell
22302240012

Stade Tool

11.52 Acres

2.16 Acres WBT Parvell
2232240004

60

19

18



2018 Metro Bowhunters Resource Base
Shooting Proficiency Test Certificate

Date: 7/31/18 Qualified For _____
 Name: John Duxbury MBRB Proficiency
 Address: 4092 Oakmede LN Sharpshooter Qualification

White Bear Lake, MN, 55110
 (City, State, Zip)

Bow type (circle one): Compound Recurve/Longbow _____ Crossbow _____

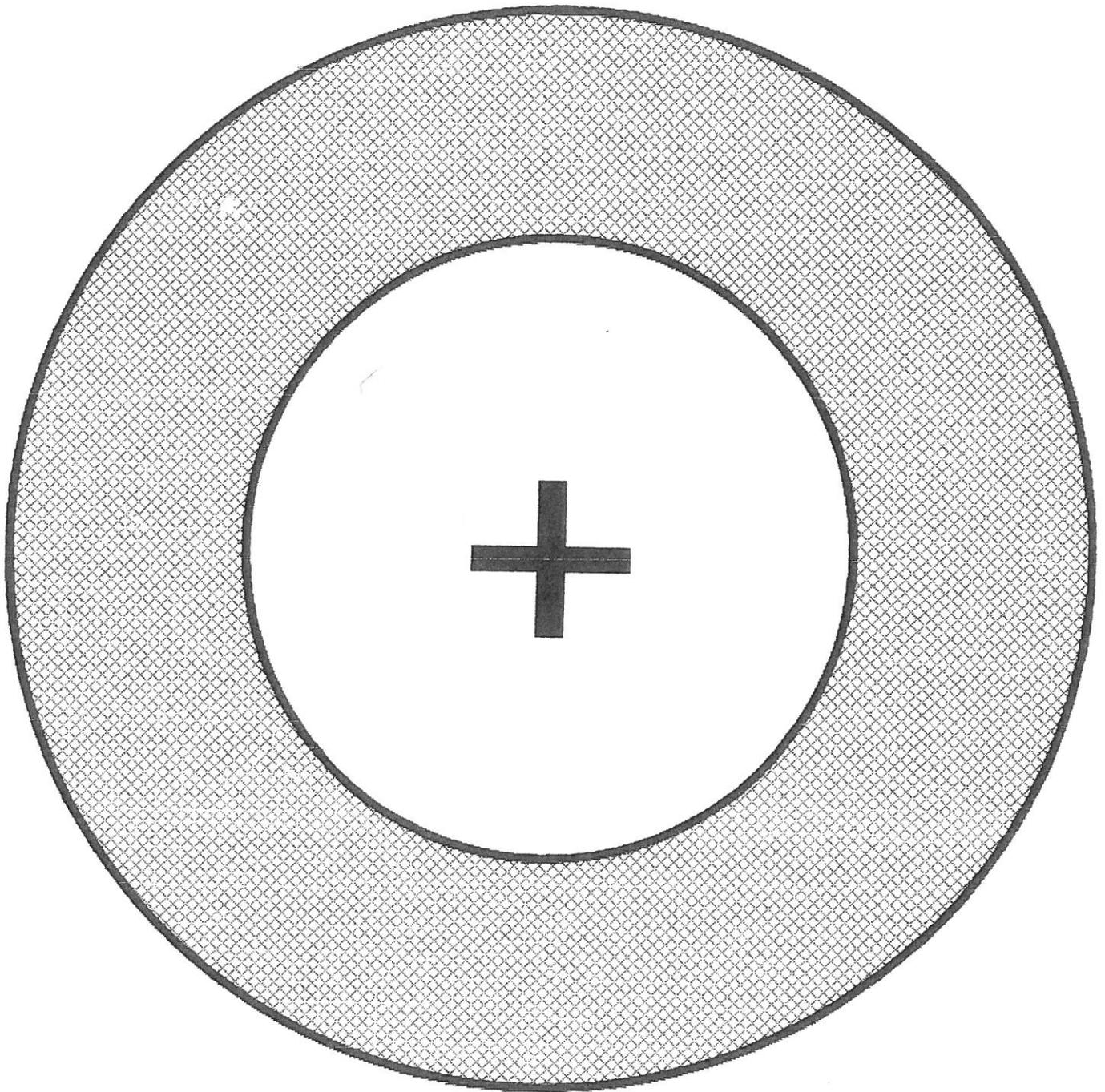
Draw weight & length (fill in): _____ pounds _____ inches

Sight used (circle one): Yes No Mechanical release used (circle one): Yes No

Write an "X" over the number for a hit.

MBRB Qualification 1 2 3 4 5 (5 of 5 in 7" target at 20 yards)
 Sharpshooter Qualification 1 2 3 4 5 (5 of 5 in 4" target at 20 yards)

Test Administrator: Mark Parrier Archery Shop: Barna Archery
 Shooter's Signature: [Signature]



2018 Metro Bowhunter Resource Base
MBRB Proficiency: 5 of 5 in 7" target at 20 yards
Sharpshooter Qualification: 5 of 5 in 4" target at 20 yards



John Duxbury has been approved by the Town Board of White Bear Township to bow hunt for deer on property outlined on the attached map.

This Permit to hunt is valid from September 15, 2019 through December 31, 2019.

Only the person named on this Permit is permitted to hunt on this property, and all arrows shall be aimed at the open space and no arrows shall be aimed at the State Tool property. The Permit is non-transferrable.

Dated: September 4, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



Town Board Meeting September 4, 2019

Agenda Number: 5B – Consent Agenda

Subject: Right-of-Way Variance Request @ 1548 Hennessy Vista –
Call Public Hearing for Monday, October 7, 2019 @ 7:00 p.m.
to Consider a 22' Right-of-Way Setback Variance After-the-
Fact

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, October 7, 2019 @ 7:00 p.m. to Consider
a 22' Right-of-Way Setback Variance After-the-Fact

Minutes
Planning Commission Meeting
August 22, 2019

CHRISTOPHER & STEPHANIE WARD, 1548 HENNESSY VISTA – REQUEST FOR 22' RIGHT-OF-WAY SETBACK VARIANCE TO ALLOW A 10' X 12' SHED (AFTER-THE-FACT): The Town Planner summarized the request to allow a shed which was already placed 13' feet from the Otter Lake Road right-of-way. For which, a 35' setback is required.

It was noted that the shed was placed in the location to fit the yard layout, and it's a limited accessory structure, which means it can be moved. There was discussion on the differences in right-of-way for corner lots and other lots. There was discussion of adding a (7) 1.2 I amendment to the zoning ordinance, included in the packet, which would only apply to corner lots.

Denn noted that given the pictures of the property with water on the land, the only place to move the shed would be to the other side of the yard, but that may be objectionable to the neighbors. From the photos, the shed seemed to fit well where it had been placed. It was noted that this was an "extraordinary" situations.

The Variance Board addressed this agenda item on August 15th, and 2 out of 3 members showed support. But after reviewing the hardships of the property – 2 fronts (since it's a corner lot) and the drainage impacting the "usable area" of the lot – the Commission was in support of the request.

Kotilinek motioned to Approve the Variance Board Recommendation of the Variance as requested.
Artner seconded. Ayes all.



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

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

- 22' Right-of-Way Setback Variance

to allow construction of a 10' x 12' shed (after-the-fact) on the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota

Tract B, Registered Land Survey 434

(1548 Hennessy Vista)

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

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

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



Town Board Meeting September 4, 2019

Agenda Number: 5C – Consent Agenda

Subject: **Reschedule December 27, 2019 Executive Meeting –**
Reschedule the December 27, 2019 Executive Meeting to
Friday, December 20, 2019

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Reschedule the December 27, 2019 Executive Meeting to Friday,
December 20, 2019

Minutes
Executive Meeting
August 23, 2019

December Executive Meeting Date – Consider Changing Date: Due to the December Executive Meeting's normal rotation falling on December 27th, so close to Christmas, it was the consensus that the meeting will be moved to the week before, Friday, December 20th, 2019 at 11 a.m.



Town Board Meeting September 4, 2019

Agenda Number: 5D – Consent Agenda

Subject: Variance Approval Extension, 5518 Shadyside Lane – In Accordance with Section 9-2.3(a) of Ordinance No. 35 Approve the Six Month Extension Request

Documentation: Email Request

Action / Motion for Consideration:

Receive Report / Discuss

In Accordance with Section 9-2.3(a) of Ordinance No. 35 Approve the Six Month Extension Request

Ordinance No. 35
Section 9-6.5(b)

9-6.5(b). Activities authorized by a Variance shall be initiated within six (6) months after approval of the Town Board. If such activity is not initiated within such period, the variance shall be void, unless an extension is approved by the Town Board pursuant to Section 9-2.3 of this Ordinance.

Ordinance No. 35
Section 9-2.3

9-2.3. Activities authorized by a Zoning Certificate shall be initiated within six (6) months after issuance of the Zoning Certificate, or the Zoning Certificate shall lapse and be of no further force and effect. The Town Board may grant one (1) extension of six (6) months, pursuant to Section 9-2.3(a) of this Ordinance.

9-2.3(a). Extensions. The Town Board may grant one extension of time to commence activities authorized by a Zoning Certificate. The permittee shall file with the Town Clerk a written report prior to the date established for commencement of activities. The written request shall set forth the reasons for the requested extensions.

Patti Walstad

From: Tom Riedesel
Sent: Thursday, August 29, 2019 7:59 AM
To: Patti Walstad
Subject: FW: Fleming 5518 new home constuction

Patti,
Please add to a future T.B. Agenda.
It is a request for an extension of a variance approval.
Thanks,
Tom

From: Mike Fleming [mailto:mike@flemingoffice.com]
Sent: Wednesday, August 28, 2019 2:19 PM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: Fleming 5518 new home constuction

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

Tom, We received variances necessary to build a new home on a lot we own located at 5518 Shadyside Lane in March. We had hoped to get started with the project this Fall but have been delayed by the design and bid process. We have found that builders and subcontractors are very busy right now and things are moving very slowly. I am reasonably sure we will complete the demolition of the existing structure this Fall but the new construction could be delayed until next Spring. Therefore, to be sure we are in compliance, we would like to request a six (6) month extension on the time to start construction. We thank the Township for consideration of our request. Mike and Kathy Fleming. 612-839-1945

Sent from [Mail](#) for Windows 10



Town Board Meeting August 21, 2019

Agenda Number: 5E – Consent Agenda

Subject: **Tour de Hugo** – In Accordance with the Township’s Special Events Policy Approve the Tour de Hugo Community Bike Ride on Saturday, September 21, 2019, Beginning at 9:00 a.m. & Direct the Event Coordinator to Work with the Township Staff Regarding Sign Placement for the Event

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Receive Report / Discuss

Tour de Hugo – In Accordance with the Township’s Special Events Policy Approve the Tour de Hugo Community Bike Ride on Saturday, September 21, 2019, Beginning at 9:00 a.m. & Direct the Event Coordinator to Work with the Township Staff Regarding Sign Placement for the Event

Minutes
Town Board Meeting
July 16, 2018

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5D) In Accordance with Township’s Special Events Policy Approve the Tour de Hugo Community Bike Ride on Saturday, September 22, 2018, Beginning at 9:00 a.m. and Direct the Event Coordinator to Work with the Township Staff Regarding Sign Placement for the Event. Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: AUGUST 29, 2019

SUBJECT: TOUR DE HUGO – 4th ANNUAL

Shayla Denaway, Park Planner for the City of Hugo, has contacted me regarding receiving approval from the Township to have one of their routes involved in the Tour de Hugo run on Township streets. The event will be held on Saturday, September 21st, and Shayla anticipates that bicyclists will be on Township streets between 9:00 and 10:30 a.m. that morning.

In accordance with the Township's Special Events Policy, the following items have been submitted:

- Certificate of Insurance listing White Bear Township as an additional insured
- Race course

Shayla also states that the Washington County Sheriff's Department will provide the law enforcement preserve on the route.

****Note:** No complaints have been received regarding this event.

PSW/s
cc:admin.file
b:tourdehugo19

Patti Walstad

From: Shayla Denaway
Sent: Tuesday, August 27, 2019 3:05 PM
To: Patti Walstad
Attachments: Tour De Hugo Routes (WBL area).pdf; Town of White Bear_ TDH 2019 Ins Cert.pdf

Hello Patti,

I would like to apply for a permit for the Tour de Hugo community bike ride again this year. We are looking to hold it on Saturday, September 21. One of the routes includes roadways in the Township on the south side of Bald Eagle Lake. We anticipate 50-70 riders to participate in this route. A little less than last year. We estimate that riders would be travelling through the Township between 9:00am and 10:30am. Altogether, this route is 62 miles long and we expect that only very experienced riders who are comfortable bicycling on road to participate. Vehicle traffic will not be stopped. Riders are required to obey all traffic laws. Law enforcement presence is provided by Washington County Sheriff's Department.

A map of the route and a certificate of liability insurance is attached. Let me know if there is any other documentation or info I should provide to submit our permit application. Feel free to call me at 651-762-6342.

Thank you,

Shayla Denaway

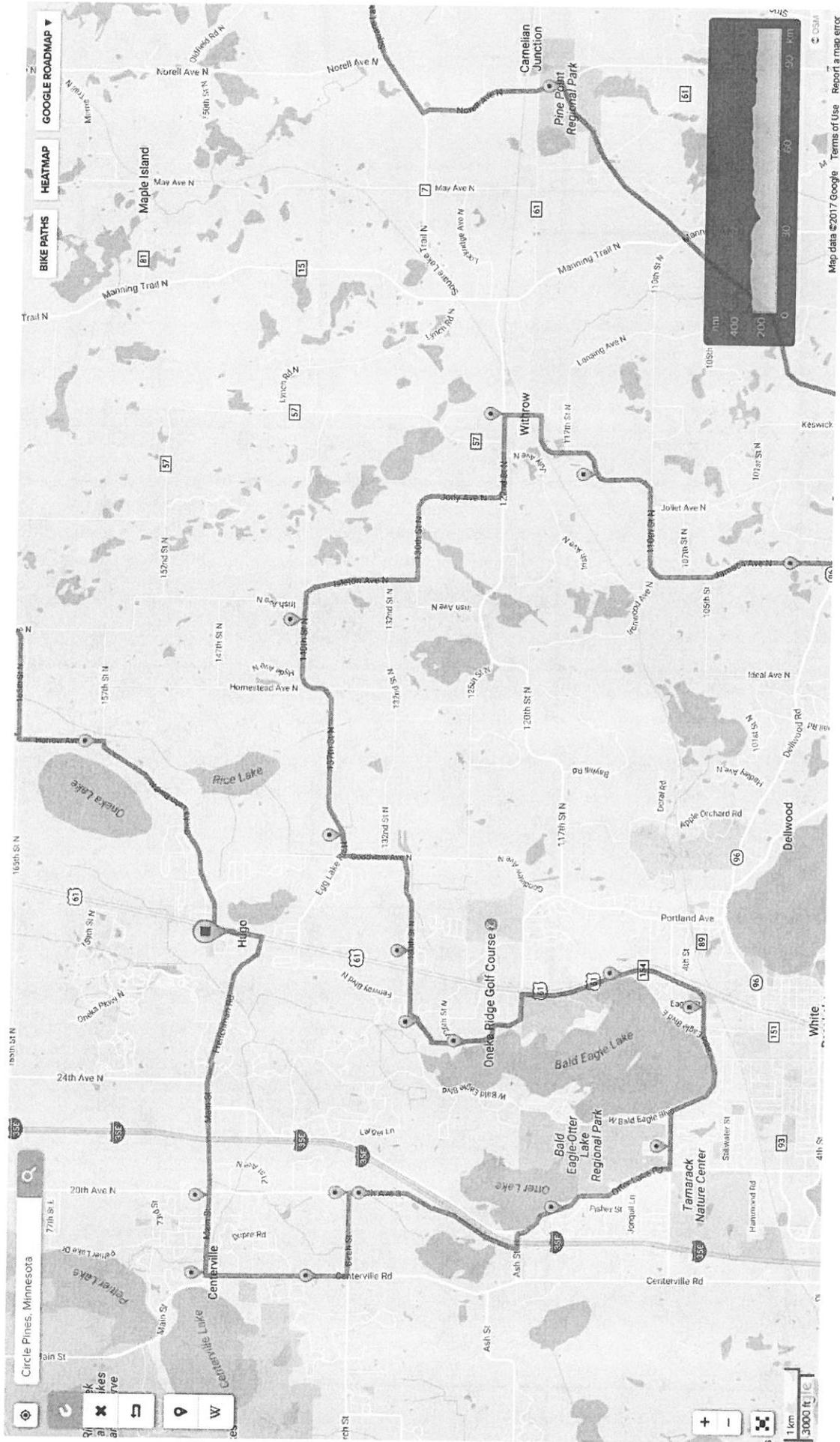
PARKS PLANNER

CITY OF HUGO - MINNESOTA

14669 Fitzgerald Ave. N., Hugo, MN 55038

o: 651.762.6342 | www.ci.hugo.mn.us

Tour de Hugo Metric Century Route





CITYO-2

OP ID: BASC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2019

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

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

PRODUCER Alliance Insurance Advisors 4782 Washington Square White Bear Lake, MN 55110 Beulke House Accounts 651-797-6700	CONTACT Beulke House Account NAME: PHONE (A/C, No, Ext): 651-797-6700 FAX (A/C, No): 651-735-0907 E-MAIL ADDRESS: barb@allianceinsuranceadvisors.com														
INSURED City of Hugo Roh Otkin 14669 Fitzgerald Ave No Hugo, MN 55038	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : League of MN Cities Ins Trust</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : League of MN Cities Ins Trust		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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
A	<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 OTHER:	X		CMC10018918-3	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMC10018918-3	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MEL1001892-3	03/01/2019	03/01/2020	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1001889-3	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,500,000

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

Town of White Bear, its officers, employees and assigns are named as Additional Plan Participants as respects the Tour de Hugo 2019

CERTIFICATE HOLDER**CANCELLATION**

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

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



**Town Board Meeting
September 4, 2019**

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

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Install an Underground Electrical Service for the Residence at 5155 Lakeview Avenue Which Will Require Directional Boring Under Both Lakeview & Ridgewood Avenues

Documentation: Town Engineer Correspondence w/attachment

Action / Motion for Consideration:

Receive Report / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Install an Underground Electrical Service for the Residence at 5155 Lakeview Avenue Which Will Require Directional Boring Under Both Lakeview & Ridgewood Avenues

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



TKDA

August 28, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
5155 Lakeview Avenue
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

XcelEnergy has applied for a permit to install underground electrical service for the residence at 5155 Lakeview Avenue. The project will require directional boring under both Lakeview Avenue and Ridgewood Avenue roads. The attached map shows the project.

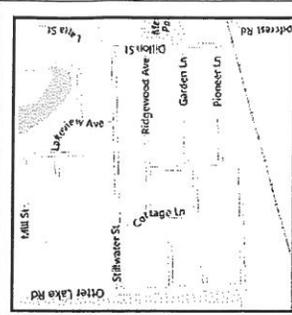
We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the boring activity.
2. Contractor must protect the both roadways during the boring activity.
3. Contractor must protect sewer and water services along the construction route.
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,

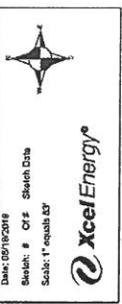
Jim Studenski, P.E.
Town Engineer

Enclosures



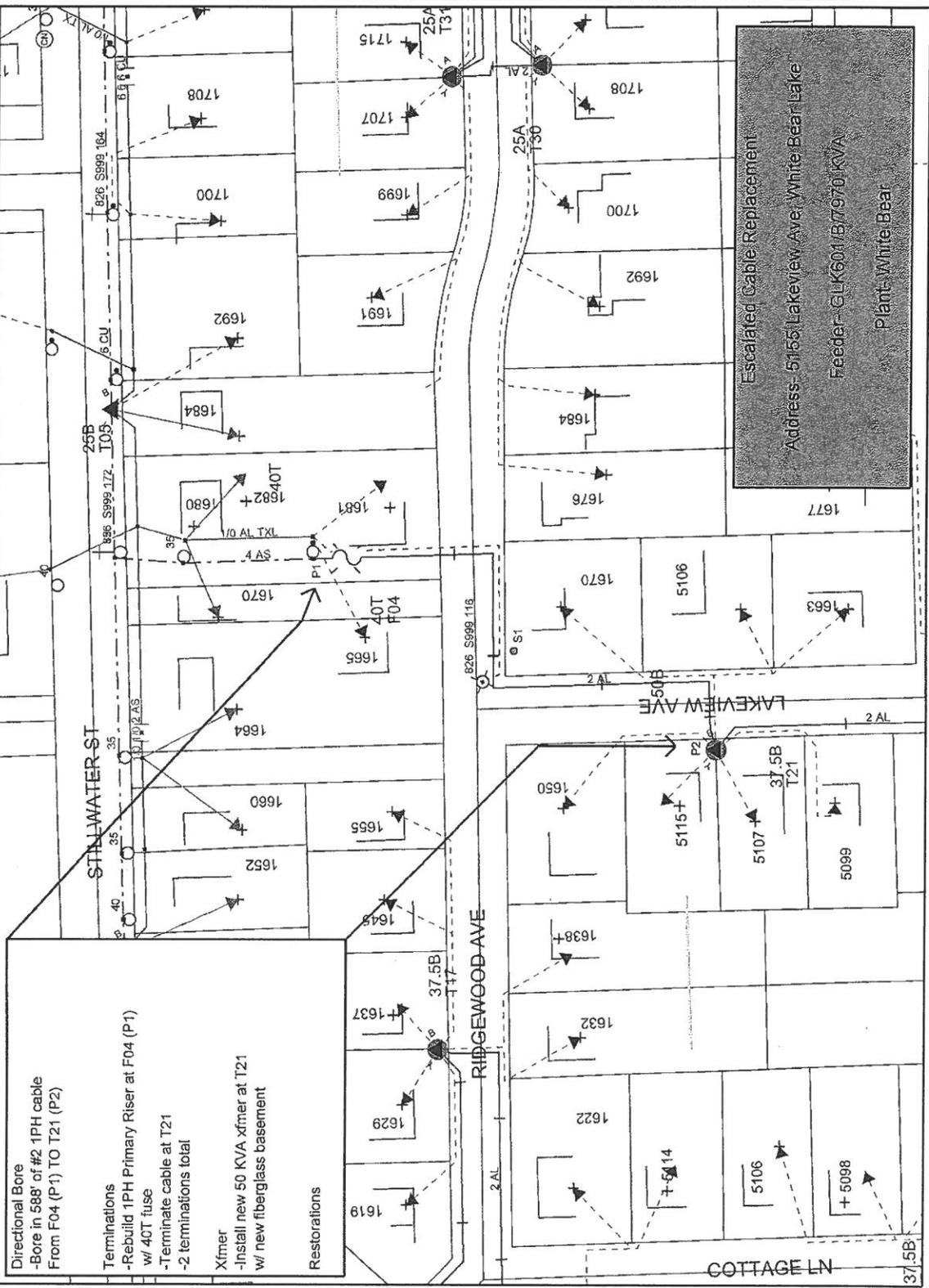
Kamal Holmes
 O# (651-229-2379)
 C# (773-629-4833)

Service Request # : 0000080315
 Design Number : 242001
 Designer/Owner ID : Nemo/Kamal
 Designer/Owner Name : Nemo/Kamal
 Designer/Owner Ph # : (651) 239-2379
 Manager Approval :
 Job # :
 Job City :
 Design Location : White Bear Lake
 County : Ramsey
 City : WHITE BEAR TWP
 Address :
 T: 304 R: 224 S: 10
 Map # : 50999 Permit :
 Feeder: See Notes Voltage: See Notes
 Phases: See Notes Bus Der ID:
 System : Pressure :
 Size : Material :
 Dead End :
 Work Order # :
 Date: 05/18/2018
 Sketch # : C/F Sketch Date
 Scale: 1" equals 30'



CONSTRUCTION USE ONLY
 NO CHANGES (BUILT AS DESIGNED)
 CHANGES MADE AS INDICATED
 ALL DIMENSIONS FROM THE FIELD SITE

RFO _____ DATE _____
 FOREMAN _____
 TEAM LEADER _____



Directional Bore
 -Bore in 588' of #2 1PH cable
 From F04 (P1) TO T21 (P2)

Terminations
 -Rebuild 1PH Primary Riser at F04 (P1)
 w/ 40T fuse
 -Terminate cable at T21
 -2 terminations total

Xfmr
 -Install new 50 KVA xfmr at T21
 w/ new fiberglass basement

Restorations

THIS DRAWING IS THE PROPERTY OF XCEL ENERGY AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF XCEL ENERGY. THE ACCURACY OF THIS PRINT IS PROVIDED WITH NO CLAIMS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DESIGNING, DRAWING OR EXCAVATING TO OBTAIN A PROFESSIONAL ENGINEER'S SEAL AND LICENSE. THE USER OF THIS DRAWING IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS DRAWING IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



**Town Board Meeting
September 4, 2019**

Agenda Number: 6 – Old Business

Public Works Director Item:

Subject: 2019 Flow Monitoring:
1. Receive Quotes.
2. Approve Quotes

Documentation: Public Works Director 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

**Minutes
Town Board Meeting
August 21, 2019**

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted with the addition of Consent Agenda Item 5M Park Board Recommendation, the deletion of Agenda Item 8A Redlin Electric, and the tabling of Agenda Item 8F: 2019 Flow Monitoring. McCune seconded. Ayes all.

MEMORANDUM

Date: August 26, 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 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 & Relocation	Traffic Control	Total
ADS Environmental Services	\$18,790.00	Included with monthly rental	Included with monthly rental	\$18,790.00
Hach Company	\$9,870.00	\$8,400.00	\$2,640.00**	\$20,910.00

**MNX provided this separately from the Hach meter rental, installation and relocation 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

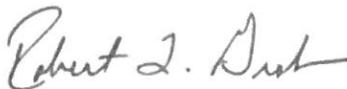
Invoicing for the project will be on a monthly basis per the following line items:

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 # 082119-02

Hach Company

DATA DELIVERY SERVICES (DDS)

PREFERRED PROGRAM

White Bear Township

Project: North Oaks Flow Metering

August 21, 2019



DATA DELIVERY SERVICES

Service Order Form No. 082119-02
August 21, 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	Discount	Net Price	Unit	Total	Selection (Initial)
3	DDS-SL2-UST	FloDar / FL904	2	\$2,195	25%	\$1,645	Per Meter / Mo.	\$9,870	
1	DDS-INST-FM	Installation	N/A	\$3,600	N/A	\$3,600	One Time Fee	\$3,600	
1	DDS-RELO	Relocation	N/A	\$4,800	N/A	\$4,800	One Time Fee	\$4,800	

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 082119-02 dated August 21, 2019

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

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Hach recommends the meters be installed a minimum of 2 months at each location to receive the most beneficial data. Hach is willing to make an exception per the customer request.

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. 082119-02 as of August 21, 2019, (the "Effective Date").

HACH COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____



TABLE OF CONTENTS

DDS PROJECT SUMMARY

DETAILED TECHNICAL PROPOSAL

SPECIFICATIONS OF FLOWMETER EQUIPMENT

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: August 21, 2019
 Expiration: September 20, 2019
 Quote No. 1016_rev2
 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 at 5 locations (6th location is in cul de sac) <i>- 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</i>			\$ 2,640.00
TOTAL				\$ 2,640.00

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
September 4, 2019**

Agenda Number: 7 – Public Hearing - None

Subject:

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
September 4, 2019**

Agenda Number: **8A – New Business**

Town Planner Item:

Subject: **Minor Subdivision Request** – Northwoods Entertainment LLC, 1180 County Road J/Schwing America, 5900 Centerville Road – Request for Minor Subdivision to Allow Construction of a New Pylon Sign

Documentation: Staff Memo / Minor Subdivision Application

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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: AUGUST 13, 2019

SUBJECT: LOT LINE REARRANGEMENT

REQUEST: MINOR SUBDIVISION
LOCATION: COUNTY ROAD J & I-35E
APPLICANT: NORTHWOODS ENTERTAINMENT LLC
ZONING: I-1, LIGHT INDUSTRIAL

Northwoods Entertainment, owners of the White Bear Township Theatre, is requesting approval of a minor subdivision which would detach a .61 acre parcel from Schwing America and add it to the theatre property. The subdivision would provide an access to the White Bear Township Theatre sign which is currently located on the Schwing parcel. The strip of land proposed for subdivision would connect to the east side of the theatre property.

The subdivision would allow the Theatre to access and maintain their sign on their own property. The area between the Theatre property and the freeway is primary wetland. The Theatre pylon sign is located on upland between a wetland and the freeway.

A legal description of the proposed subdivision must be provided.

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



**MINOR SUBDIVISION
APPLICATION FORM**

RECEIVED

AUG 02 2019

TOWN OF WHITE BEAR

INTRODUCTION

A minor subdivision is a division of one parcel into two lots. Neither parcel can be further subdivided. The newly created lot must front on an existing street and cannot require the extension of municipal facilities or any public improvement. Utility connection charges and park dedication fees may apply.

APPLICANT(S) Northwoods Entertainment, LLC PHONE (Home) _____
(Business) _____

ADDRESS 6632 Telegraph Road #143
Bloomfield Hills, MI 48301 (Cell) 248 840-3775

PROPERTY OWNER Schwing America, Inc.

ADDRESS OF SITE Centerville Road, White Bear Township, MN 55127 ZONING _____

EXISTING USE OF SITE Sign Pylon

CSB ✓ Fee (\$35.00 plus \$150.00 Initial Expense Deposit, Plus All Related Additional Costs Incurred Regarding the Request)

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

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



**Town Board Meeting
September 4, 2019**

Agenda Number: 8B – 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 Form / Permitted Use Standards Permit w/Requirements

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.

- f. A one-foot overhang is shown. This must be increased to 2'.
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 is shown on an updated plan.
- 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:

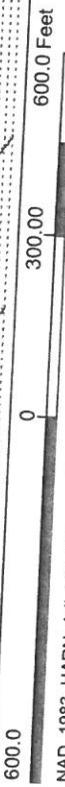
9-3.4(a). The use shall be planned, designed, constructed and maintained to avoid:

- (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.

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NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

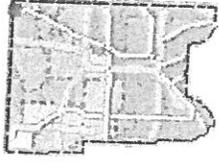
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Notes

Enter Map Description

Legend



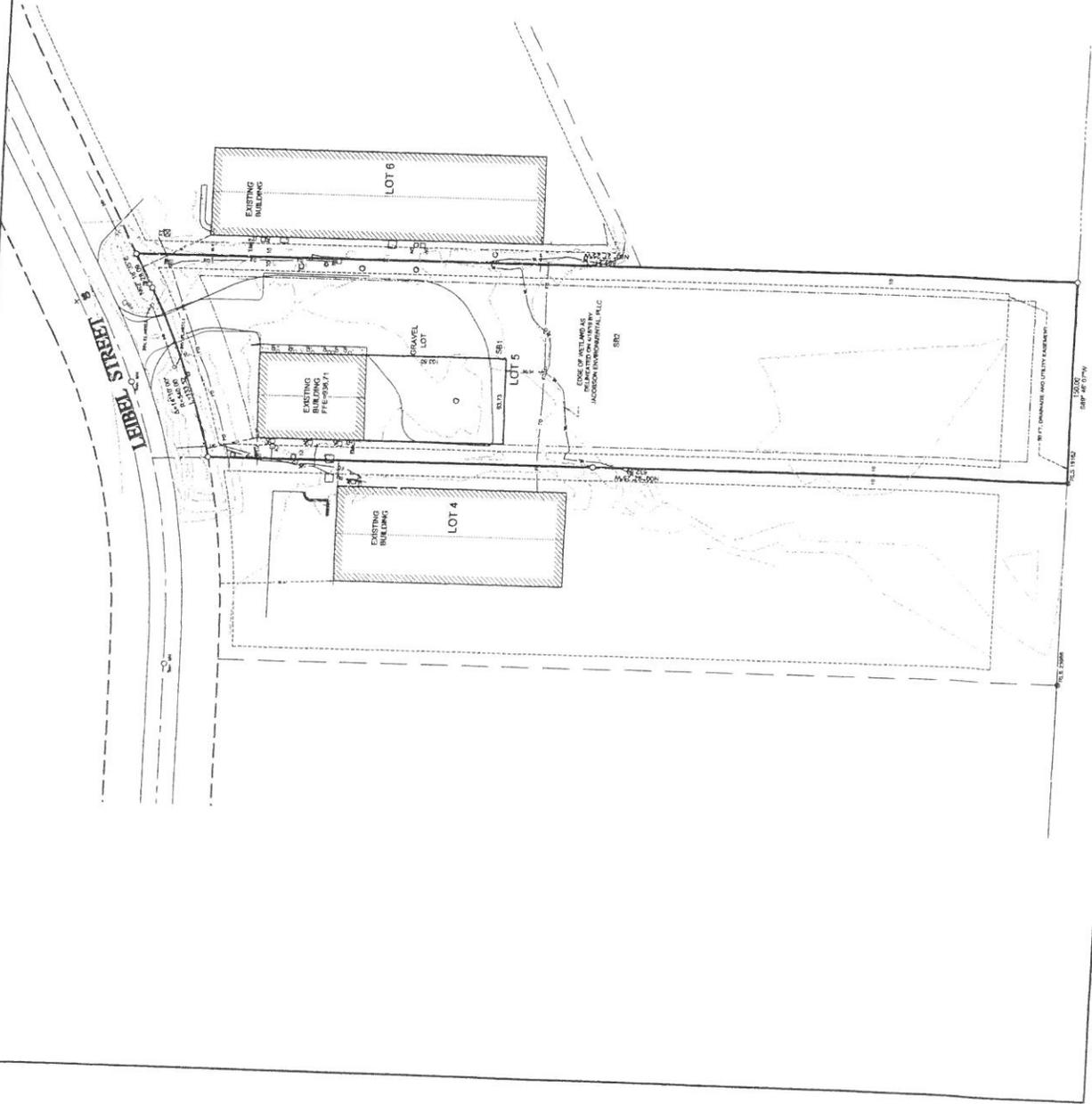
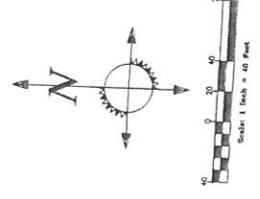
- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

PROPERTY ADDRESS
 Street
 White Bear Township
 MN 55110

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

- LEGEND**
- Iron Monument Found
 - Iron Monument Set
 - Air Conditioner
 - ⊠ Electric Meter
 - ⊡ Electric Transformer
 - ⊞ Guard Post
 - ⊟ Telephone Pedestal
 - ⊠ Lightpole
 - Fiber Optic
 - Storm Sewer/Culvert
 - Wellhead
 - Water Main

SURVEYOR'S NOTES
 Unable to set 3 lot corners at time of
 northwest under fire hydrant,
 corner in wellhead, southwest
 markers (points on line) to be set at
 a later date.



FPI

FAULKNER PROPERTY LLC

1230 COUNTY ROAD
WHITE BEAR TOWNSHIP, MN
PHONE 612-438-4700
FPI@FAULKNER-LLC.COM

COMMERCIAL
OFFICE
AND
WAREHOUSE
BUILDING
ADDITION/
REMODELING

MARSHALL
PROPERTY
LLC

2350 LEIBEL ST.
WHITE BEAR
TOWNSHIP
MINNESOTA
55110

JAMES A.
FAULKNER
ARCHITECT

1. This drawing shall be used only for the project and site described herein. It shall not be used for any other project or site without the written consent of the Architect.

2. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

3. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

4. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

5. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

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12. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

13. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

14. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

15. The Architect is not responsible for the accuracy of the information provided by the client or other sources.

PROJECT DATA:

ZONING: B-2 GENERAL BUSINESS / P.U.D.
OCCUPANCY: I-1 LIGHT INDUSTRIAL

LOT SIZE: 60,178 S.F. (2.26 Acres)

PROPOSED BLDG AREA: 21,383 S.F.

PROPOSED HARD SURFACE AREA: 21,383 S.F.

PROPOSED GREEN SPACE: 68,795 S.F. (87%)

REAR YARD: 20'-0"

FRONT YARD: 15'-0"

SIDE YARD: 15'-0"

UTILITY: 10'-0"

PARKING: 1,700 SF = 15 SPACES

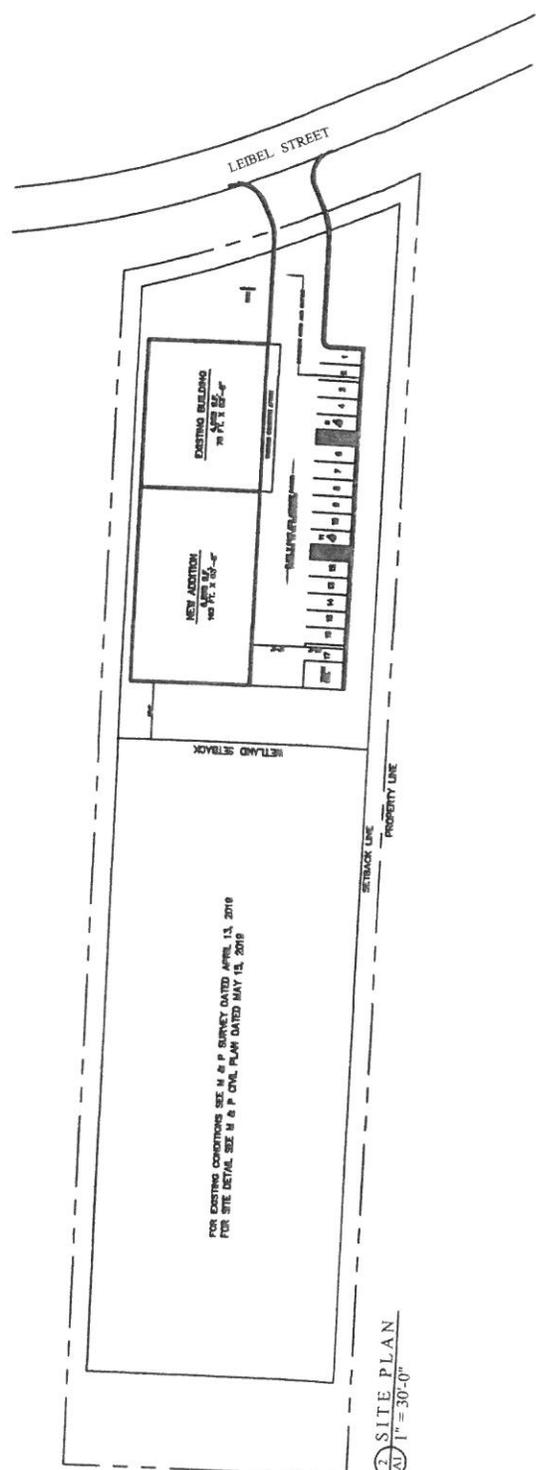
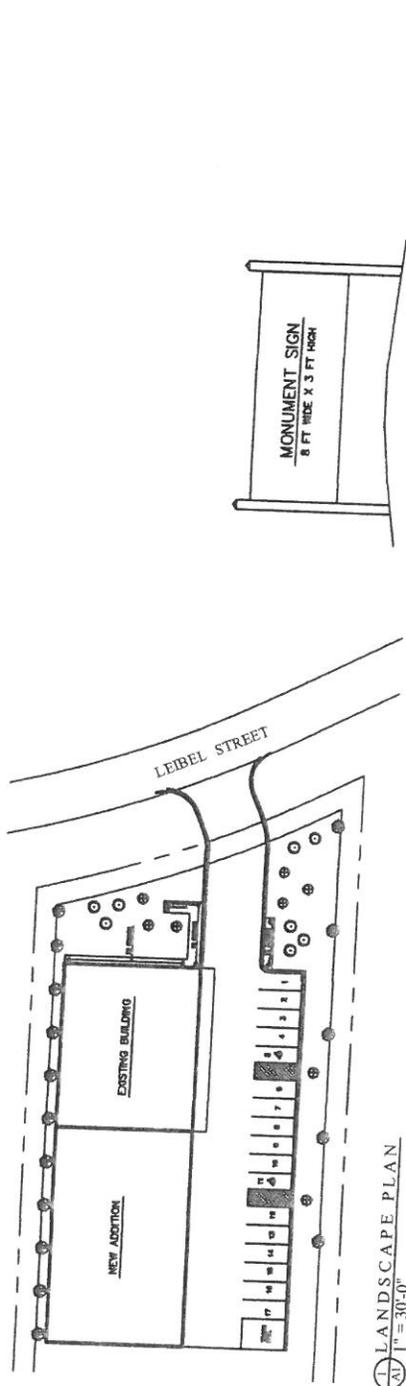
ACCESSIBLE: 2

NETLAND BUILDING - 30' - 0"

PAVING - 15' - 0"

LANDSCAPE DATA:

KEY SYMBOL	TYPE	PLANT	SIZE	QUANTITY
(1)	CHAMPY	MAPLE AND OAK	24"	16
(2)	EVERGREEN	SPRUCE AND PINE	4"	8
(3)	ORNAMENTAL	CRAB APPLE	24"	8
(4)	SHRUB	VARIETIES	18"	56





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 CTY RD J
WHITE BEAR TOWNSHIP

PROPERTY OWNER #905 GRAIG MARSHAN
MARSHAN 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.

yo 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 of Applicant(s)
 Craig S. Marshall -

5/29/19

 Date

* Craig Marshall
 To Be Completed By Office:

Date Request Received 5/30/19 ck# 24273

By Karen
 (Staff Member)

Date Application Complete _____

\$75.00 Fee + \$200 Deposit Received Yes
 No



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.

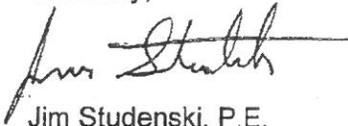
Final Comments

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



**Zoning Certificate
Town of White Bear, Minnesota**

I hereby certify that the real estate situated in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit: Lot 5, Block 2, Leibel Addition and commonly known as 2350 Leibel Street is in a(n) I-1 Light Industrial District and can be used for the following purpose: construction of a 3,300 square foot office/warehouse facility and a 6,558 square foot addition on the south side of the building, all in accordance with the attached Requirements, pursuant to Ordinance No. 35, the Zoning Ordinance for the Town of White Bear, Ramsey County, Minnesota.

Dated: September 4, 2019.

Town Clerk

- Conditional Use Permit**
- Permitted Use**
- Non-Conforming Use**
- Special Home Occupation Permit**
- Other: _____**

Permitted Use Standards Permit Requirements

Redlin Electric
2350 Leibel Street

This Permitted Use Standards Permit Supersedes the Permitted Use Standards Permit Issued May 18, 1998

1. The following Plans are made a part hereof by reference:
 - Site Plan dated 4/20/98
 - Topography Plan dated 4/20/98
 - Landscaper Plan dated 4/1/98
 - Floor Plan dated 4/20/98
 - Site Plan dated 8/19/19
 - Certificate of Survey dated 4/15/19
 - Landscaping Plan A-1 dated 5/29/19
 - Floor & Roof Plan A-2 dated 5/29/19
 - Elevation Plan A-3 dated 5/29/19
 - Building Sections Plan A-4 dated 5/29/19
2. The structures shall maintain a 30' setback from the delineated wetland.
3. The Town Engineer shall determine the size and aprons for the driveway culvert.
4. Any stormwater run-off from the roof shall be directed to run to the pond and not the Leibel Street ditch.
5. Landscaping along the west property line shall not be located at the bottom of the drainage swale.
6. All requirements of the Town Fire Inspector shall be complied with.
7. All requirements of the Rice Creek Watershed District shall be complied with.
8. All requirements of the Leibel Addition (attached hereto) shall be complied with.
9. No outside storage is permitted.
10. All Federal and State Statutes, rules and regulations, and any other governmental agencies shall be complied with.

11. Any sign erected on site shall be in compliance with all Township and Leibel Addition requirements.
12. Dumpster storage shall not negatively impact stormwater drainage.
13. All requirements of the Town Engineer.
14. The area between the rear of the building and wetland shall not exceed a 4' per 1% slope.
15. Permanent erosion prevention measures shall be provided between the parking lot and wetland. An easement shall be provided to the Town over the erosion prevention measures
16. Calculations for domestic and fire service must be provided.
17. Sewer Availability Charges (SAC), Water Availability Charges (WAC) and local SAC fees shall be paid at the time a building permit is obtained.

TR/psw
cc:admin/add.file
b:redlin19



**Town Board Meeting
September 4, 2019**

Agenda Number: 8C – General Business

Subject: Solicitor License Request – Joy Erickson Real Estate Team

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

Authorize issuance of a Solicitor's License to the Joy Erickson Real Estate Team, 500 Village Center Drive, Minnesota, subject to the following:

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

John Johnson

2. Hours of solicitation shall only be:

Monday-Saturday 9:00 a.m. - 5:00 p.m.
No Sundays

**Note - 9:00 a.m. – 8:00 p.m. Monday-Saturday is the most allowed per ordinance.

3. No solicitation shall be allowed on property displaying a sign stating "No Peddlers, Solicitors or Transit Merchants" or a comparable statement.
4. Receipt of the clear background check.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: AUGUST 29, 2019

SUBJECT: SOLICITOR LICENSE REQUEST

The Joy Erickson Real Estate Team, 500 Village Center Drive, North Oaks, Minnesota, has submitted a request for a 30-day solicitor's license in White Bear Township. In speaking with Ms. Erickson she stated that she has a client who has a very specific type of property they wish to purchase, so their soliciting will be limited to those types of homes which "fit the bill", and ask if they wish to sell their home.

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

Determine type of license needed:

The Joy Erickson Real Estate Team falls under the definition of "solicitor" as stated in the Ordinance:

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

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

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

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

N/A

Payment of Fee.

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

Background Check.

I requested a background check from the Ramsey County Sheriff's Office, and have not received it as of yet.

Requested Action:

Authorize issuance of a Solicitor's License to the Joy Erickson Real Estate Team, 500 Village Center Drive, Minnesota, subject to the following:

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

John Johnson

2. Hours of solicitation shall only be:

Monday-Saturday 9:00 a.m. - 5:00 p.m.
No Sundays

**Note - 9:00 a.m. – 8:00 p.m. Monday-Saturday is the most allowed per ordinance.

3. No solicitation shall be allowed on property displaying a sign stating "No Peddlers, Solicitors or Transit Merchants" or a comparable statement.
4. Receipt of the clear background check.

PSW/s
cc:admin.file
b2019joyericksonrealestate



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

www.ci.whitebeartownship.org
 651.747.2750
 Fax 651.426.2258

Solicitor, Peddler and Transient Merchant Permit Application

It is unlawful for any peddler, solicitor or transient merchant to engage in any such activity within the Town of White Bear without first registering with the Township.

Instructions: The application must be submitted and approval granted before business can be conducted (approximately 7 to 10 business days). The fee for a solicitor, peddler or transient merchant is \$35.00/month. Return completed form with copies of solicitor's valid identification and other supporting documentation to the Township Offices.

Permit Ineligibility: The following shall be grounds for permit denial or permit revocation:

- 1) Failure of the applicant to truthfully provide any of the information requested in this application;
- 2) Peddler, solicitor or transient merchant license revocation or denial or conviction of an applicant within the past five years from date of application for any violation of federal or state statute or regulation, or any local ordinance which adversely reflects on the person's ability to conduct the business in an honest and legal manner for which the permit is being sought. This shall include but not be limited to burglary, theft, larceny, swindling, fraud, unlawful business practices and any form of actual or threatened physical harm against another person;
- 3) Applicant/business is found to have a bad business reputation as evidenced through the existence of more than three complaints against the applicant/business with the Better Business Bureau, the Attorney General's office or other similar business or consumer rights office or agency, within the preceding 12 months.

1. Business Name Jay Erickson Real Estate Team
2. Business Address 500 Village Center Drive North Oaks MN 55127
(Street) (City) (State) (Zip)
3. Supervisor's Name Jay Erickson
4. Business Phone 612-802-7150 5. E-mail jmj@edina.realty.com
6. MN Tax ID Number 9001789600021 7. Federal Tax ID Number _____
8. Describe the nature of solicitation, peddler, transient merchant activity (goods sold) _____
Real Estate

**In accordance with Minnesota Statute 329.14, no permit shall be required for persons selling products of the farm or garden. Non-profit canvassers are also exempt from permitting requirements per Town Ordinances.*

9. Requested Permit Date(s) 9/15/19-10/15/19 10. Hours From 9 To 5
11. In cases of transient merchant sales setting up at specific site(s), applicant(s) must also be attached:
 - Proof of permission to operate on the proposed site;
 - Sketch layout of the proposed set-up with a list of equipment and supplies (include signs / tents)

State Statute Requirements

Tax Clearance

Minnesota Statute Chapter 270C, Section 72 requires the licensing authority to provide to the Minnesota Commissioner of Revenue the Minnesota business tax identification number and social security number of each license applicant. Social security numbers shall be provided on the last page of this application for each license applicant. Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, the Township is required to advise you of the following regarding the use of this information.

1. This information may be used to deny the issuance or renewal of your license in the event you owe Minnesota sales, employer's withholding or motor vehicle excise taxes;
 2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service;
 3. Failure to supply this information may jeopardize or delay processing of your license or renewal.
- Attach a copy of the firm or individual's MN Business Tax Identification number or copy of 501(C)3 slip for non-profits.

Workers' Compensation

Minnesota Statute 176.182 requires local licensing agencies to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with workers' compensation insurance coverage as required pursuant Section 176.181, Subd. 2., and this information will be furnished upon request to the Department of Labor and Industry to ensure compliance with this Statute.

This information is required by law and if not provided, or falsely reported, may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Must check at least one of these and provide appropriate back-up:

- I carry Workers' Compensation Insurance (attach your certificate of insurance)
- I am Self-Insured (attach your permit to self-insure)
- I am not required to have workers' compensation liability coverage because:
- I have no employees
 - I have employees but they are not covered by Workers' Compensation Law (refer to MN Statute §176.041 for a list of excluded employees). Explain why employees are not covered:

MINNESOTA

DRIVER'S LICENSE
COMMERCIAL

JOHN MICHAEL JOHNSON
1301 12TH AVE NW
NEW BRIGHTON, MN 55112

Date of Birth 10-21-1972
Sex M Eyes BRN
Hair BRN Complexion E
Height 6-0 Weight 210 DONOR

ISSUED 10-2016 EXPIRES 10-21-2020



T400292371004

John Michael Johnson



**Town Board Meeting
September 4, 2019**

Agenda Number: 8D – General Business

Subject: 2020 Budget – Clerk-Treasurer Recommendations

Documentation: Budget Changes

Action / Motion for Consideration:

Report at Meeting / Discuss

Budget Changes

	Levy Savings
Expenditures:	
Worker's Compensation increase reduced from 5% to 3%	745.00
Changes Utility Coordinator (GIS position) to intern	3,230.00
Reduced Engineering Services 10%	6,700.00
Equipment Rental Fee	53,600.00
Administration Department:	
Professional Services	2,500.00
Postage	150.00
Conferences	2,000.00
Fire Services:	
Contracted services	400.00
Code Enforcement:	
Conferences	400.00
Road & Bridge:	
Street Material	7,000.00
Signs (sign replacement spread out over 3 years instead of 2)	60,000.00
Contracted Services (Tree Trimming)	2,000.00
Sealcoat transfer	8,000.00
Public Works:	
Repair Maintenance - Equipment	25,000.00
Town Buildings:	
Electric	500.00
Gas	1,000.00
Park & Recreation:	
Removed Movies in the Park (Also budgeted in Township Day budget)	4,000.00
Transfer to Other Funds (Park Improvement Funding)	5,000.00
Total Levy Savings from Expenditures	182,225.00
Revenues:	
Increase Animal License Revenue	1,000.00
Increase Facility Rental Fees	5,000.00
Increase Plan Check Fees	2,000.00
Total Levy Savings from Revenues	8,000.00
Total Levy Savings	190,225.00



**Town Board Meeting
September 4, 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