



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

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WHITE BEAR TOWNSHIP, MN 55110

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

AGENDA TOWN BOARD MEETING SEPTEMBER 16, 2019

1. **7:00 p.m.** Call to Order at Heritage Hall, 4200 Otter Lake Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approve Minutes of September 4, 2019 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Improvement 2019-3 – Street Improvement Project** – Resolution Providing for Hearing on Assessments for Monday, October 21, 2019 @ 7:00 p.m.
 - B. **Special Town Board Meetings** –
 - Call Special Meeting for Tuesday, September 24, 2019 Beginning @ 3:30 p.m. @ Wilbert Plastics, 4221 Otter Lake Road to Attend a Tour
 - Call Special Meeting for Thursday, September 26, 2019 Beginning @ 7:00 at Heritage Hall, 4200 Otter Lake Road to Attend a Neighborhood Meeting Regarding the 2020 Street Improvements
 - C. **Benson Airport Operation Plan** – Receive Annual Report.
 - D. **Monthly Financial Report** – Receive.
 - E. **Second Quarter Financial Report** – Receive.
 - F. **Construction Activity Report** – Receive.
 - G. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace Buried Telephone Cable to Service the Existing Businesses along Meadowlands Drive at Birch Bend Lane Which Will Require Boring Through Two Driveways & Open Trenching.

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:**

A. **2019 Flow Monitoring:**

1. Receive Quotes.
2. Approve Quotes.

7. **Public Hearings:**

A. **Improvement 2019-3 General Obligation Bond Hearing** – Approve Sale of Bonds for 2019 Street Improvement Project.

B. **SMC, 5800 & 5858 Centerville Road** – Request for:

- 1) Wetland Permit to Allow Filling & Mitigation
- 2) Minor Subdivision
- 3) Permitted Use Standards Permit

to Allow Construction of Two Additional Manufacturing/Office Buildings & an Addition to Building at 5800 Centerville Road

8. **New Business:**

Finance Officer Items:

- A. **2020 Preliminary Tax Levy** – Resolution Adopting the Preliminary Amount to be Raised by Property Taxes for the Year 2020.
- B. **2020 Utility Rates** - Approve.

Town Engineer Item:

C. **Well #5 Seepage Pond Improvement:**

1. Receive Quotes.
2. Award Quote.

Town Planner Item:

D. **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.

Public Works Director Item:

White Bear Township's

Mission:

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- E. **Ballfield Groomer – Approve Purchase.**
- F. **Pick-Up #32 Replacement:**
 - 1. Receive Quotes.
 - 2. Approve Replacement.

- 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 16, 2019

Agenda Number: 1 - 2 - 3 - 4

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

Approval of September 16, 2019 Agenda
Approval of Payment of Bills
Approval of Minutes of September 4, 2019

Documentation: September 16, 2019 Agenda
September 4, 2019 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	September 16, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	September 4, 2019 Meeting

**MINUTES
TOWN BOARD MEETING
SEPTEMBER 4, 2019**

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

Present: Supervisors: Prudhon, Ruzek, McCune; Clerk: Christopherson; Attorney: Lemmons;
Town Planner: Riedesel; Town Finance Officer: Kelly

Absent: Engineer: Poppler; Public Works Director: Reed

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted with the Deletion of agenda item 8A) Minor Subdivision Request. 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 21, 2019 (Additions/Deletions): Ruzek moved to approve of the Minutes of August 21, 2019, with the corrections that have been made. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to approve 5A) 2019 Bow Hunting Request – Approve 2019 deer hunting request for John Duxbury to bow hunt on Township property near State Tool; 5B) Right-of-Way variance Request @ 1548 Hennessey Vista – Call Public Hearing for Monday, October 7, 2019 @ 7 p.m. to consider a 22' right-of-way setback variance after-the-fact; 5C) Reschedule December 27, 2019 Executive Meeting – Reschedule the December 27, 2019 Executive Meeting to Friday, December 20, 2019; 5D) Variance Approval Extension, 5518 Shadyside Lane – In accordance with Section 9-2.3(a) of Ordinance No. 35 approve the six month extension request; 5E) 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; 5F) 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.

2019 FLOW MONITORING – 1. RECEIVE QUOTES – 2. APPROVE QUOTE: The Town Clerk summarized the Public Works Director Item, explaining the similar situation at Birchwood. It was discussed that Birchwood pays the Town for the services, but here it seems that North Oaks wouldn't be. The Town Attorney advised the Board to review the Joint Powers Agreement. It was noted that the Clerk will have the information put together for the next meeting. The Town Clerk Reported that there is no harm in tabling this agenda item in order to receive full information, it will not disrupt the work.

Ruzek moved to Table this agenda item to the next Town Board Meeting of September 16th, 2019. McCune seconded. Ayes all.

REDLIN ELECTRIC, 2350 LEIBEL STREET – REQUEST FOR PERMITTED USE STANDARDS PERMIT: The Town Planner summarized the history of the proposed agenda item. He showed a

**MINUTES
TOWN BOARD MEETING
SEPTEMBER 4, 2019**

map of the proposed addition totaling 6,558 square feet. He noted that the gravel parking lot is still under discussion and may be paved or left as gravel, though if it is paved there will have to be 1.5 spaces on the corner for the right of way. Three suites currently exist, this proposed addition would add another three suites.

The Planning Commission reviewed this agenda item and recommended approval. On pages 75 and 76 of the packet lay out the zoning certificate.

It was noted that the Town Engineer has suggestions for drainage and grading and would like the applicant to consider something to prevent erosion. It was noted that with this addition, Redlin Electric is subject to SAC and WAC charges. The Board discussed this application, though were hesitant due to past experience with applicants not complying to the Board's wishes upon approval. The applicants, Jim Faulkner and Jim and Mary Marshall, were present to discuss the 9 items that needed approval. The Town Planner went through them all. There was discussion of each item on page 73 of the packet. Of all the items only the Public Works and Engineers Comments need to be addressed as well as the Building Inspector must approve the project.

Based on Planning Commission & staff review & recommendation Ruzek moved to approve a Permitted Use Standards Permit for Redlin Electric, 2350 Leibel Street to construct a 6,558 square foot addition. McCune seconded. Ayes all.

SOLICITOR LICENSE REQUEST – JOY ERICKSON REAL ESTATE TEAM: The Town Clerk summarized this request and recommended passing subject to completion of the background check. It was noted that the Board relies on Staff to implement background checks and deny a request if anything found. There was discussion of "fit the bill" and other communities that approve these types of solicitor's requests.

Ruzek moved based on Staff review & recommendation to 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 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. McCune seconded. Ayes all.

2020 BUDGET – CLERK-TREASURER RECOMMENDATIONS: The Town Clerk reported that this agenda item was discussed heavily at the August Executive Meeting. The recommendation was to have staff recommend what to . There was discussion and approval that these adjustments will not be deferring any necessary maintenance. The Clerk explained that the approval of the tax levy made by the residents of White Bear Township at the Annual Budget Meeting in March could be accomplished now addressing a solid amount, but not based on a 23% tax levy. The Finance Officer reported that a lot of the items that have been reduced are things that the Town can still provide and replace and improve. It was noted that Movies in the Park was budgeted for in the General Fund as well as the Park Fund, so that was an easy change.

**MINUTES
TOWN BOARD MEETING
SEPTEMBER 4, 2019**

It was noted that at the September 16th Town Board Meeting, the Board will have to approve the preliminary levy and send to Ramsey County by September 30th. From there the final levy will be approved by residents in October. There was discussion of further cuts. It was noted that whatever is approved on the 16th, the Town cannot go above that mark, only below.

ADDED AGENDA ITEMS: There were no added agenda items.

OPEN TIME: No one was present at open time.

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

McCune moved to adjourn the meeting at 7:40 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Town Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
September 16, 2019**

Agenda Number: 5A – Consent Agenda

Subject: Improvement 2019-3 – Street Improvement Project – Resolution Providing for Hearing on Assessments for Monday, October 21, 2019 @ 7:00 p.m.

Documentation: Resolution

Action / Motion for Consideration:

Receive Information / Discuss

Adopt Resolution Providing for Hearing on Assessments for Improvement 2019-3

McCune – Moves

Ruzek – Second

Noting that the Public Hearing will be on Monday, October 21, 2019 at 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON SEPTEMBER 16, 2019

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on September 16, 2019, at 7:00 p.m.

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

Supervisor McCune introduced the following Resolution and moved its adoption:

**RESOLUTION PROVIDING FOR HEARING ON
ASSESSMENTS FOR IMPROVEMENT
2019-3**

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

1. The assessment roll heretofore prepared for Improvement 2019-3 is now on file in the office of the Town Clerk, is hereby approved as the proposed assessment for said improvement, and this Board shall meet at Heritage Hall, 4200 Otter Lake Road, in the Town of White Bear, Minnesota, at 7:00 p.m. on Monday, October 21, 2019, for the purpose of passing upon said assessments and hearing all objections thereto.
2. The Town Clerk is hereby authorized and directed to cause notice of said hearing to be published at least two weeks before the date of said meeting, and the Town Clerk is further authorized and directed, not less than two weeks before the meeting to mail notice of said hearing to the owners of each parcel within the area proposed to be assessed, said owners to be those shown to be such on the records of the County Treasurer, which notice shall be in substantially the following form:

NOTICE OF HEARING ON ASSESSMENT FOR IMPROVEMENT 2019-3

NOTICE IS HEREBY GIVEN, That the Town Board of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in the Town of White Bear, Minnesota at 7:00 p.m. on Monday, October 21, 2019, to hear and pass upon objections, if any, to the proposed assessment in respect of Improvement 2019-3. A reasonable estimate of the impact of the assessments will be available at the hearing.

The proposed assessment roll is now on file and open to public inspection by all interested persons in the office of the Town Clerk. Each of these assessments will be payable, unless prepared, in ten equal, annual consecutive installments, the first such installment will be payable with the general taxes payable in the year 2020, collectable with such taxes during the year 2020. The first installment will be payable with interest at the rate of ___% per annum on the entire assessment from October 21, 2019 to December 31, 2020, and each subsequent installment will be payable with one year's interest at said rate on all unpaid installments.

The general nature of the improvement is set forth as follows: bituminous paving, concrete curb and gutter, storm drainage, and other appurtenances thereto within the following streets: Hobe Lane, West Hobe Court, North Hobe Court, Parkview Drive, Fenway Court, Weston Woods Way, Moon Lake Court, Gilfillan Court, White Bear Parkway (from Oakmede Lane to Otter Lake Road).

The proposed area to be assessed for such improvement is every lot, piece or parcel of land benefitted within the area of the street improvement, to-wit: Hobe Lane, West Hobe Court, North Hobe Court, Parkview Drive, Fenway Court, Weston Woods Way, Moon Lake Court, Gilfillan Court, White Bear Parkway (from Oakmede Lane to Otter Lake Road).

The total amount to be assessed is \$ 597,000.00.

An owner may appeal an assessment to the District Court pursuant to Section 429.081 of Minnesota Statutes, by serving Notice of the appeal upon the Chair of the Town Board or the Clerk of the Town within thirty (30) days after the adoption of the assessment and filing such Notice with the Clerk of the District Court within ten (10) days after service upon the Town Board Chair or Town Clerk providing a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Sections 435.193 to 435.195 provide that a Town making a special assessment may, at its discretion, defer the payment of that special assessment for any homestead property owner by a person 65 years of age or older from whom it would be a hardship to make the payments.

The Town of White Bear has elected to defer some special assessments and has adopted Ordinance No. 53 establishing the standards and guidelines.

Dated: September 16, 2019.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer

3. Each and all of the terms and provisions of said form of notice are hereby adopted as the terms and conditions by which this Board shall be governed in hearing and passing upon objections to said assessments, as fully as though the same were separately set forth and resolved herein.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the Town held on the 16th day of September, 2019, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to Improvement 2019-3.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 16th day of September, 2019.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



Town Board Meeting September 16, 2019

Agenda Number: 5B – Consent Agenda

Subject: Special Town Board Meetings –

- Call Special Meeting for Tuesday, September 24, 2019 Beginning @ 3:30 p.m. @ Wilbert Plastics, 4221 Otter Lake Road to Attend a Tour
- Call Special Meeting for Thursday, September 26, 2019 Beginning @ 7:00 at Heritage Hall, 4200 Otter Lake Road to Attend a Neighborhood Meeting Regarding the 2020 Street Improvements

Documentation: Public Notices

Action / Motion for Consideration:

Receive Information / Discuss

- Call Special Meeting for Tuesday, September 24, 2019 Beginning @ 3:30 p.m. @ Wilbert Plastics, 4221 Otter Lake Road to Attend a Tour
- Call Special Meeting for Thursday, September 26, 2019 Beginning @ 7:00 at Heritage Hall, 4200 Otter Lake Road to Attend a Neighborhood Meeting Regarding the 2020 Street Improvements



Public Notice

Special Town Board Meeting

Tuesday, September 24, 2019

Beginning at 3:30 p.m.

**at Wilbert Plastics
4221 Otter Lake Road
White Bear Township, MN 55110**

- ◆ Tour of the Facility

Patti Walstad

From: Tom Kelly
Sent: Monday, September 9, 2019 1:16 PM
To: Patti Walstad
Cc: Pat Christopherson
Subject: FW: You are invited to Wilbert Plastic Services' "How It's Made Tour"

Seeing the chamber has invited all board members we may want to find out if we need to call a special meeting?

Tom Kelly
Finance Officer
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110
(651)-747-2760

From: Shari Wilson <Shari@whitebearchamber.com>
Sent: Monday, September 9, 2019 12:53 PM
To: Pat Christopherson <Pat.Christopherson@whitebeartownship.org>; Scott McCune <Scott.McCune@whitebeartownship.org>; theruzeks@aol.com; Tom Kelly <Tom.Kelly@whitebeartownship.org>
Subject: You are invited to Wilbert Plastic Services' "How It's Made Tour"

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

Hello White Bear Township –

The White Bear Area Chamber has a special “How It’s Made Tour” of Wilbert Plastics and it would be fantastic if members of White Bear Township’s Administration and Board present. They are opening up the factory for a behind the scenes tour of what they make and how they make it. It is an amazing plant and the tour will take about 1 hour. Please feel free to pass this invitation around your office and let me know if you are able to attend. (Bob Kermes will be attending.)

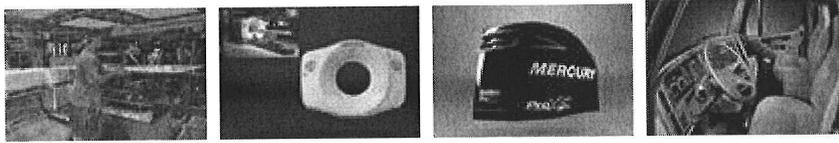
"How It's Made Tour" at Wilbert Plastics



4221 Otter Lake Road | White Bear Township
September 24, 2019 | 3:30pm

At Wilbert Plastic Services, they produce custom injection molding and heavy gauge thermoforming components and assemblies. What does that mean? You are about to find out!

We have been invited to a "How It's Made Tour" at Wilbert Plastics! We are going to watch and learn how Wilbert Plastic manufactures their custom thermoforming projects from start to finish. We will begin with the thermoplastic, watch how it is made into sheets of plastic and then formed into a three dimensional function form like the casing of an MRI Machine, boat motor covers, or car interiors.



Wilbert Plastics is an amazing manufacturing plant that produces a wide variety of products for for some of the largest global manufacturers. This is going to be a fantastic tour and is limited to the first 20 people who sign-up. Registration is required so sign-up today! You do not want to miss this tour!

On a side note - Great article in the StarTribune yesterday regarding city-level aid! Have a great week and perhaps see you soon.

Shari Wilson, IOM

Director of Marketing and Member Relations



4751 Highway 61

White Bear Lake, MN 55110

651-429-8593 | shari@whitebearchamber.com



Public Notice

Special Town Board Meeting

Thursday, September 26, 2019

Beginning at 7:00 p.m.

**at Heritage Hall
4200 Otter Lake Road
White Bear Township, MN 55110**

- ◆ To Attend a Neighborhood Meeting Regarding a Street Overlay



**Town Board Meeting
September 16, 2019**

Agenda Number: 5C – Consent Agenda

Subject: Benson Airport Operation Plan – Receive Annual Report

Documentation: Report

Action / Motion for Consideration:

Receive Information / Discuss

Receive Report

September 12, 2019

Hi Tom,

Again we have not made any changes to our operational plan. The Airport has been working well. There has been no operational or safety problems that we have had this year.

The Metropolitan Mosquito Control continues to use us as one of their operational bases. They have also been using the airport to calibrate their aircraft and tell me that they are saving a great deal of time and money because of this use.

There are also a few people who fly in each year for personal and business reasons in the White Bear area.

There are currently four young people who are associated with the airport who have become airline pilots and others still working toward that goal.

We would again like to thank you for continuing support of the Airport. We may not be large but are still an important and unique part of the national airport system.

For the Board of Directors

Thank You.

Darryl LeMire.



**Town Board Meeting
September 16, 2019**

Agenda Number: 5D – Consent Agenda

Subject: Monthly Financial Report

Documentation: Report

Action / Motion for Consideration:

Receive Report / Discuss

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

101-GENERAL FUND
 FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
PROPERTY TAXES	3,403,055.00	0.00	1,847,187.00	54.28	1,555,868.00
LICENSES & PERMITS	187,200.00	19,668.10	132,013.82	70.52	55,186.18
INTERGOVERNMENTAL	200,516.00	0.00	126,220.84	62.95	74,295.16
CHARGES FOR SERVICES	135,425.00	26,086.86	114,013.23	84.19	21,411.77
FINES & FORFEITS	16,000.00	1,438.29	5,476.59	34.23	10,523.41
MISC REVENUE	263,710.00	14,530.80	172,089.56	65.26	91,620.44
OTHER FINANCING SOURCES	<u>25,450.00</u>	<u>730.48</u>	<u>24,334.55</u>	<u>95.62</u>	<u>1,115.45</u>
TOTAL REVENUES	<u>4,231,356.00</u>	<u>62,454.53</u>	<u>2,421,335.59</u>	<u>57.22</u>	<u>1,810,020.41</u>
<u>EXPENDITURE SUMMARY</u>					
BOARD OF SUPERVISORS	46,814.00	3,769.66	28,999.67	61.95	17,814.33
GENERAL GOVERNMENT	332,124.00	53,266.79	278,916.11	83.98	53,207.89
RECYCLING	29,572.00	607.97	6,974.74	23.59	22,597.26
ELECTIONS	28,000.00	6,146.00	26,057.00	93.06	1,943.00
ADMINISTRATION	310,209.00	26,632.01	226,881.63	73.14	83,327.37
COMMUNITY DEVELOPMENT	214,534.00	16,698.42	146,349.20	68.22	68,184.80
POLICE & ANIMAL CONTROL	1,078,493.00	89,584.36	627,288.07	58.16	451,204.93
FIRE PROTECTION	299,000.00	24,844.34	198,754.72	66.47	100,245.28
CODE ENFORCEMENT	197,294.00	15,645.39	131,142.12	66.47	66,151.88
ROAD & BRIDGE	633,734.00	124,190.25	561,832.16	88.65	71,901.84
PUBLIC WORKS	267,693.00	24,025.53	184,507.53	68.93	83,185.47
TOWN BUILDINGS	178,654.00	6,131.98	107,064.00	59.93	71,590.00
PARK MAINTENANCE	578,485.00	34,713.06	469,716.15	81.20	108,768.85
TOWNSHIP DAY	<u>36,750.00</u>	<u>4,559.00</u>	<u>15,649.50</u>	<u>42.58</u>	<u>21,100.50</u>
TOTAL EXPENDITURES	<u>4,231,356.00</u>	<u>430,814.76</u>	<u>3,010,132.60</u>	<u>71.14</u>	<u>1,221,223.40</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(368,360.23)	(588,797.01)		588,797.01



**Town Board Meeting
September 16, 2019**

Agenda Number: 5E – Consent Agenda

Subject: Second Quarter Financial Report - Receive

Documentation: Report

Action / Motion for Consideration:

Receive Report / Discuss

MEMORANDUM

Date: September 4, 2019,
 To: Town Board
 From: Tom Kelly, Finance Officer
 Re: Second Quarter 2019 Financial Report

Last month the auditors finally presented a positive report on the Town's 2018 audit, which has been submitted to GFOA for the Certificate of Achievement award and used to generate the Annual Town Popular Report, which will be mailed with the next utility billing cycle. If the Town is awarded the Certificate of Achievement award, it will be the 23rd consecutive year the Town has received the award and the 5th consecutive year for the Popular Report award. Now that the second quarter is complete, it is time to update the Board on the Town's year-to-date finances. The key to the Town's finances are that even though we are 50% through the year, revenues and expenditures do not flow evenly through the year. There are some one time expenditure spent at the beginning of the year which makes the Town look like it will over spend its budget, for example the Debt Service Funds, but over the course of the year will actually be in line with budgeted amounts. Likewise, on the revenue side the major revenue source is property taxes and special assessments, which are received in July and December. In addition, utility billing revenues are only received once a quarter. Below is a chart comparing budget to actual revenue and expenditures for the years 2018 and 2019.

Revenues	2018	2018	%	2019	2019	%
	Budget	Actual	Received	Budget	Actual	Received
General Fund	408,396.00	590,916.51	144.69%	414,150.00	540,203.13	130.44%
Debt Service Funds	114,324.00	98,824.23	86.44%	119,272.50	106,681.40	89.44%
Capital Project Funds	587,628.50	341,709.14	58.15%	559,899.50	379,225.29	67.73%
Enterprise Funds	2,084,406.00	686,592.83	32.94%	2,267,007.50	959,515.19	42.33%
Internal Service Fds	408,123.50	564,546.83	138.33%	313,744.00	580,812.40	185.12%
Total	3,602,878.00	2,282,589.54	63.35%	3,674,073.50	2,566,437.41	69.85%

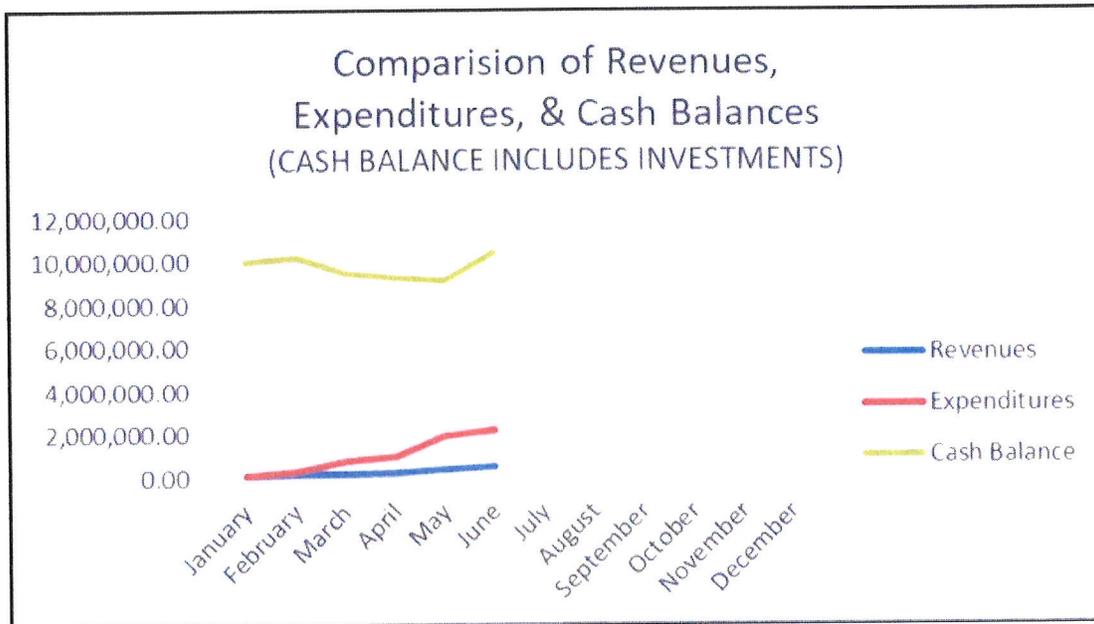
Expenditures	2018	2018	%	2019	2019	%
	Budget	Actual	Spent	Budget	Actual	Spent
General Fund	2,021,742.00	2,044,446.00	101.12%	2,115,678.00	2,225,415.80	105.19%
Debt Service Funds	170,175.50	330,164.35	194.01%	169,577.00	331,299.85	195.37%
Capital Project Funds	634,966.50	367,959.11	57.95%	2,534,511.50	146,435.93	5.78%
Enterprise Funds	2,463,223.50	419,116.90	17.01%	3,790,450.50	1,685,449.89	44.47%
Internal Service Fds	468,792.50	82,132.21	17.52%	385,913.00	188,354.92	48.81%
Total	5,758,900.00	3,243,818.57	56.33%	8,996,130.00	4,576,956.39	50.88%

It should be noted that the budget amounts are for half the fiscal year and the actual is year to date. The rest of the report will detail the revenues and expenditures of each of the fund types.

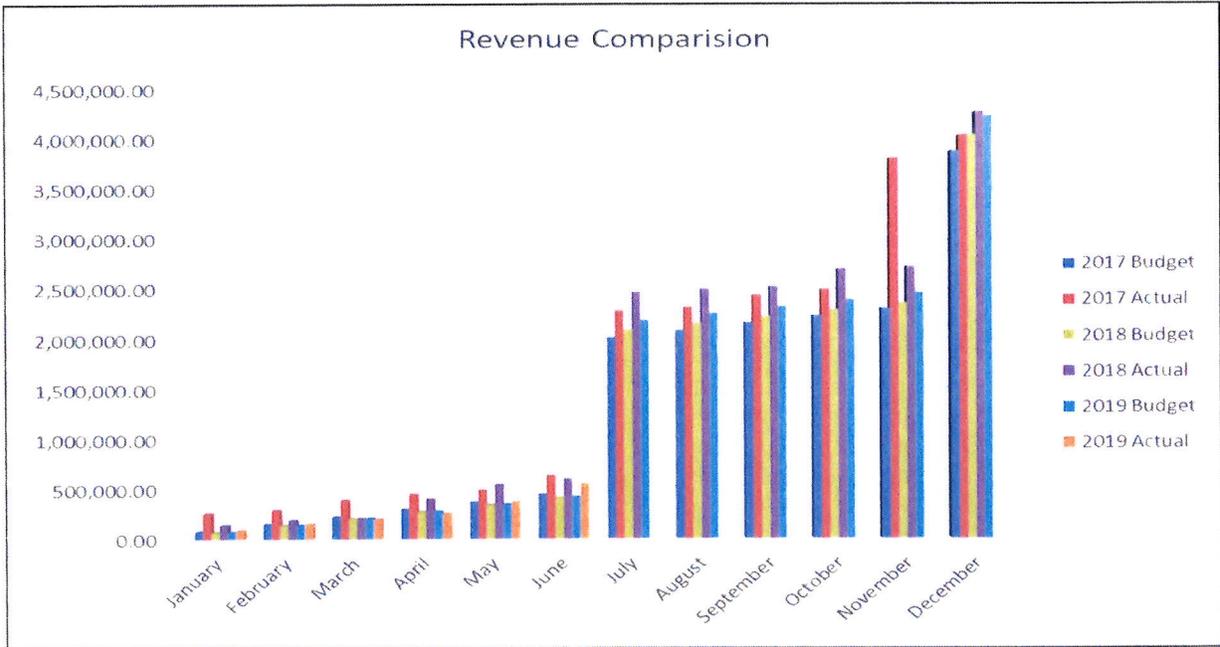
GENERAL FUND

Through the second quarter, revenues and expenditures are above budget projections, which is shown in future charts. However, the chart on the following page shows how revenues are

below expenditures levels for the first half of the year, which is typical until the Town receives its first half property tax payment in July. In addition, one can see how the Town depends on reserves (cash balances) until that tax payment is received. The increase in cash from April through June is from receiving an advance payment of the July tax settlement, not from revenues.

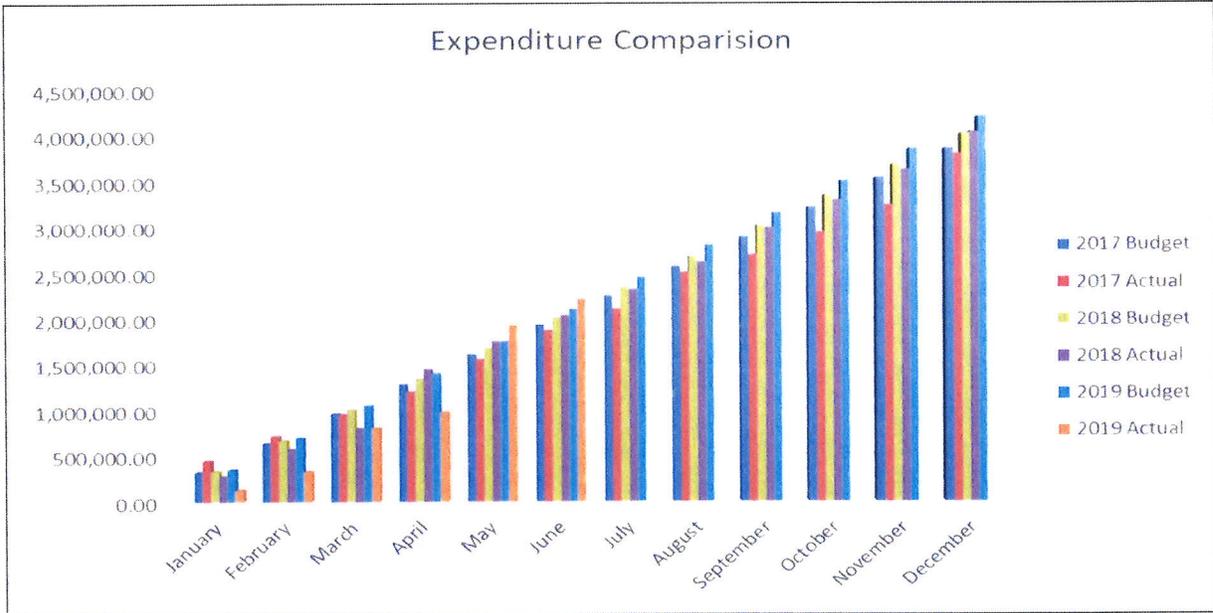


For the year, the Town has received 12.77% of the budgeted revenue through the end of June, which is a bit behind last year at this time. Revenues are below 2018 revenues due to less permit and intergovernmental revenues and less antenna lease revenues. Licenses and permits have collected 53.77% of their budgets so far, which is behind 2018 revenues by \$35,019.55. Also in 2018 rental and dog licenses were renewed, which generated \$16,717.00 in revenue in 2018 compared to \$1,350.00 in 2019. Intergovernmental revenues include cable TV Franchise Fees, which were collected during the second quarter for \$122,760.50 when only \$82,000 was budgeted. The chart on the following page compares budget to actual revenues for the last three years. For this chart, the monthly revenues are ½ of the total revenue budget with the exception of property taxes, which are included in the July, and December budget numbers only.



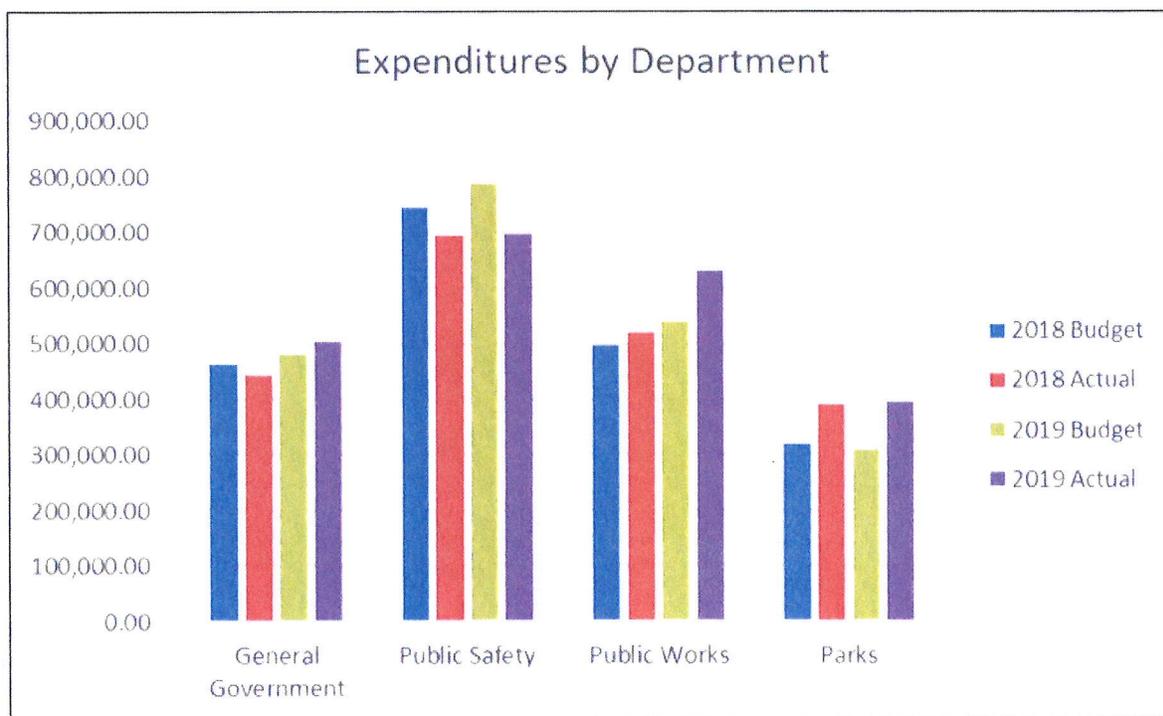
Actual expenditures for the quarter are above the 2019 and 2018 budget and actual amounts as shown in the charts below:

	2018 Budget	2018 Actual	% Spent	2019 Budget	2019 Actual	% Spent
General Government	464,121.00	442,881.88	95.42%	480,627.00	502,912.34	104.64%
Public Safety	744,631.50	693,268.78	93.10%	787,393.50	697,359.97	88.57%
Public Works	495,252.00	518,106.47	104.61%	540,040.00	631,351.34	116.91%
Parks	317,737.50	390,188.87	122.80%	307,617.50	393,792.15	128.01%
Total	2,021,742.00	2,044,446.00	101.12%	2,115,678.00	2,225,415.80	105.19%



If expenditures were spent evenly throughout the year, the Town should have spent 50% of its budget, which is the budget amounts in the previous charts. The only activities not over 50% spent of their budgets after the 2nd quarter are recycling (12.67%), police (41.53%), fire protection (49.85%), and township day (22.99%). Most activities are over spent due to the one-time expenditures for equipment and facility rentals, which are recorded at the beginning of the year. In addition, public works seasonal summer help is being expensed now through August and the Town hired two part-time temporary employees for the summer to scan documents to electronic storage. These two positions were not included in the budget. Finally, beach operations also began in the 2nd quarter and will continue into the 3rd quarter. All these temporary positions and beach expenditures are show in the budget as if they occur all year long but for actual expenditures, they only happen May through August.

The chart below compares actual expenditures to budget for 2018 and 2019. As the year progresses, staff will monitor these department to keep within budget levels.



Overall, the General Fund appears to be in good shape through the first half of the year. However, we will need to watch some expenditures as we progress through 2019. Based on 1st half performance of revenues may fall short of projections and expenditures should finish the year near budget amounts.

DEBT SERVICE FUNDS

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

July. The \$106,681.40 in revenues received through the second quarter are from the budgeted transfers from other Town funds for their share of the debt payments, first quarter prepaid special assessments, and first quarter interest earnings.

CAPITAL PROJECT FUNDS

Revenues received are from first quarter prepaid special assessments, first quarter interest earnings, the billboard lease in the Community Park Fund, and a transfer from the Town's General Fund for the Town's annual sealcoating project and park improvements. The expenditures are transfers from the Town's EDA Fund to the Debt Service Funds for their share of 2019 bond payments and some engineering for the 2019 street reconstruction project. The Town will have expenditures for the sealcoating and street reconstruction projects in the 3rd quarter.

ENTERPRISE FUNDS

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

Revenues	2018 Budget	2018 Actual	% Received	2019 Budget	2019 Actual	% Received
Water Fund	1,648,241.00	255,752.91	15.52%	1,689,345.00	222,939.38	13.20%
Sanitary Sewer Fund	1,969,845.00	334,587.90	16.99%	2,258,810.00	570,849.05	25.27%
Storm Water Fund	550,726.00	96,252.02	17.48%	585,860.00	165,726.76	28.29%
Total	4,168,812.00	686,592.83	16.47%	4,534,015.00	959,515.19	21.16%

Expenses	2018 Budget	2018 Actual	% Spent	2019 Budget	2019 Actual	% Spent
Water Fund	1,766,378.00	188,192.73	10.65%	4,066,790.00	547,111.47	13.45%
Sanitary Sewer Fund	2,394,814.00	206,684.72	8.63%	2,544,514.00	1,004,002.19	39.46%
Storm Water Fund	765,255.00	24,239.45	3.17%	969,597.00	134,336.23	13.85%
Total	4,926,447.00	419,116.90	8.51%	7,580,901.00	1,685,449.89	22.23%

Revenues for the first half of the year are above last year revenues due to the rate increases in all but the Water Fund. Revenues are down in the Water Fund due to water usage. Expenses in all funds are higher than in the past due to improvement projects, such as, the water tower painting, the infiltration project and various storm water projects. Keeping in mind that the expense budget for the Enterprise Funds includes depreciation, which is not recorded until year-end. Again, nothing is unusual from the budget through the first half of the year for the Enterprise Funds.

INTERNAL SERVICE FUNDS

The Town's Town Building, Capital Equipment, and Risk Management Funds have collected their one-time fees from the General Fund and Enterprise Funds, thus they have collected 92.56% of their revenues, with only interest earnings for the last half of year to be recorded.

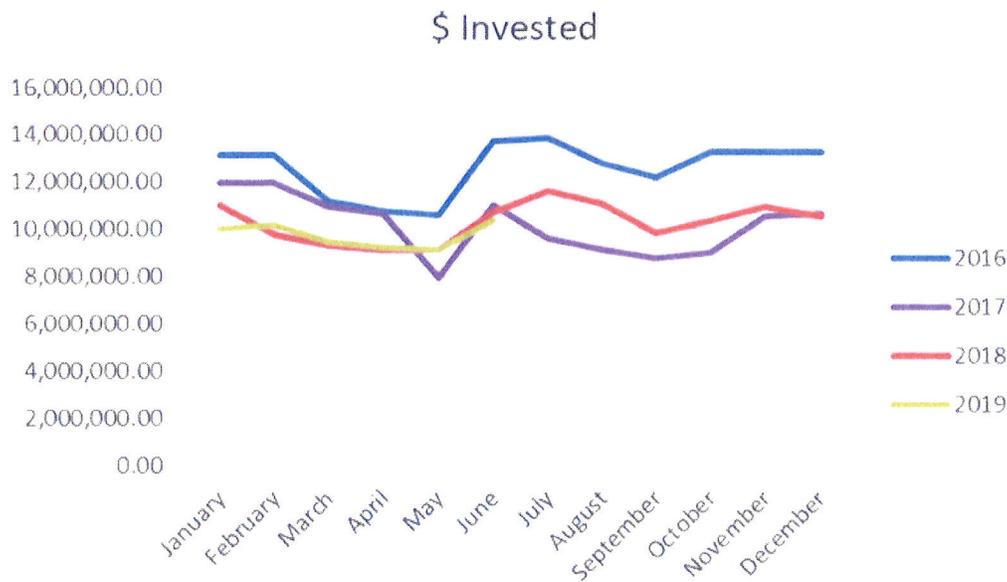
The Town Building Fund has spent \$45,742.54 on improvements for the public works building canopies and the landscaping around the buildings and the Capital Equipment Fund has spent \$95,922.97 or 33.40% of their budget so far.

The Risk Management Fund has paid the worker's compensation premiums, but not any of the 2019 other insurance premiums, so its expense activity is only 35.06% spent for the year. Premiums are anticipated to cost the Town \$133,166, which is an increase of \$13,031.00 from

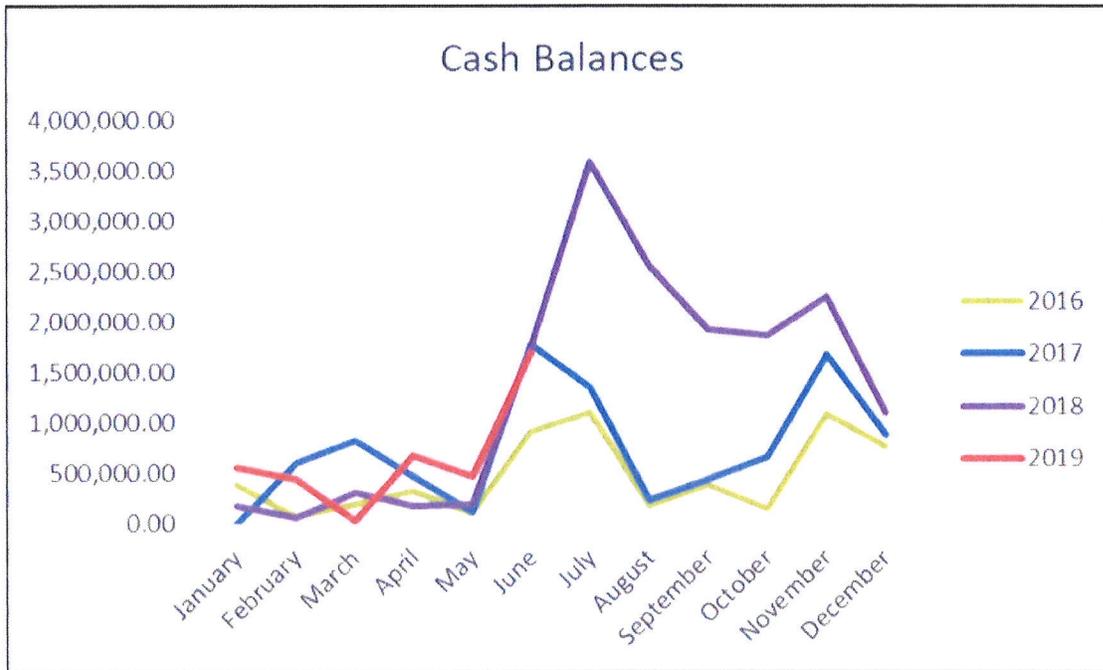
2018. All of 2019 the worker's compensation premiums were paid for \$40,947.00 compared to \$40,226.00 in 2018, \$31,579.00 in 2017, \$51,254.60 in 2016 and \$43,481.00 for 2015. The increase is due to increased wages. Overall, the Risk Management fund has spent 35.06% of its 2019 budget.

CASH AND INVESTMENTS

Finally, the Town had \$10,391,357.09 invested as of June 30st. This compares to \$10,720,819.38 invested last year at this time. The investments had an average interest rate of 2.978% compared to 2.763% last year. Even though interest rates have move down slightly, the Town has been able to maintain some of our higher rate investments. The chart below shows the Town's invested funds for the last four years.



The other factor and equally important as funds invested is the Town's cash in the bank. These are the funds the Town uses to pay its bills each month. Since the Town receives the majority of its money in July and December from tax settlements, it is not unusual for the Town to have a large amount of cash available in those months with the funds being drawn down in the proceeding months. Depending on expenditures and other revenues collect the Town may draw on its investments to help meet its cash needs, as was the case during the first half of 2019. The chart on the following page demonstrates the cash flow for the Township.



The increase in cash for June is due to the Town receiving an advance on the July tax settlement at the end of June.

CONCLUSION

The Township had a typical first half of the year financially. Through the second quarter, it appears revenues could finish the year close to or slightly below budgeted amounts for most revenue sources, as will expenditures. The exception to this could be the Enterprise Funds where revenues are higher than anticipated due to the rate increases. The Township has sufficient cash and investments to meet its obligations until the Township receives its first tax settlement in July, however investment earnings remains low. Therefore, it would appear the Township is in good financial shape for 2019.



**Town Board Meeting
September 16, 2019**

Agenda Number: 5F – Consent Agenda

Subject: Construction Activity Report – Receive

Documentation: Report

Action / Motion for Consideration:

Receive Report / Discuss

White Bear Township Construction Activity Report

<u>BUILDING PERMIT</u>	AUGUST 2019		2019 YEAR TO DATE		2017 YEAR TO DATE	
	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
<u>HOUSING</u>						
SINGLE FAMILY	-	-	5	1,735,915	9	2,426,000
TOWN HOME	-	-	-	-	-	-
TOTALS	-	-	5	1,735,915	9	2,426,000
<u>MISCELL. RESIDENTIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	9	150,941	36	780,151	44	1,516,170
SIDING, ROOF. & WIND.	49	527,751	237	2,772,098	297	3,198,942
DECKS	8	38,200	33	187,065	29	169,800
SWIMMING POOLS	1	30,000	2	35,000	2	27,500
ACCESSORY BLDG	1	70,000	5	194,100	2	35,000
OTHER	3	27,530	21	219,510	19	76,028
TOTALS	71	844,422	334	4,187,924	393	5,023,440
<u>COMMERCIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	1	28,000	4	139,000
INDUSTRIAL	-	-	-	-	-	-
BUSINESS	-	-	-	-	1	610,000
REMODEL & ADDITIONS	1	200,000	9	2,306,000	8	3,073,600
OTHER	-	-	2	30,892	8	288,398
TOTALS	1	200,000	12	2,364,892	21	4,110,998
<u>MISCELLANEOUS</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION			3	-	2	
<u>TOTALS</u>	72	1,044,422	354	8,288,732	425	11,560,438
PERMIT REVENUE		\$ 12,629		\$ 70,498		\$ 92,429



**Town Board Meeting
September 16, 2019**

Agenda Number: 5G – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace Buried Telephone Cable to Service the Existing Businesses along Meadowlands Drive at Birch Bend Lane Which Will Require Boring Through Two Driveways & Open Trenching

Documentation: Town Engineer Correspondence w/map

Action / Motion for Consideration:

Receive Report / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the CenturyLink Permit to Replace Buried Telephone Cable to Service the Existing Businesses along Meadowlands Drive at Birch Bend Lane Which Will Require Boring Through Two Driveways & Open Trenching



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

September 11, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: CenturyLink Permit Application
Meadowlands Drive and Birch Bend Lane
White Bear Township, Minnesota
TKDA Project No. 17127.000

Dear Board Members:

CenturyLink has applied for a permit to replace buried telephone cable to service the existing businesses along Meadowlands Drive at Birch Bend Lane. The proposed improvement will be performed through boring through two driveways and open trenching.

We recommend approval with the following conditions:

1. Contractor must protect both Meadowlands Drive and Birch Bend Lane during the boring process.
2. Contractor must protect both business driveways during directional boring.
3. Contractor must protect the sewer and water service to the homes.
4. Disturbed areas shall be restored equal to or better than original condition.
5. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
6. Call Gopher One-Call prior to any work.

Sincerely,

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

Jim Studenski, P.E.
Town Engineer

Attachments

Centurylink Job # N.593545

Date: Wednesday, August 28, 2019

Lance Murdock for Darin Hoveland
CenturyLink Inc.
390 Commerce Dr
Woodbury, MN 55125
darin.hoveland@centurlink.com

Jim Studenski
White Bear Township
444 Cedar Street, Suite #1500
St. Paul, MN 55101
jim.studenski@tkda.com
651-292-4503

Application is hereby made for permission to place, construct and thereafter
maintain a telephone utility along Birch Bend Ln and Meadowlands Dr in White Bear
Township

as detailed on the attached drawing.

Your early consideration of this application will be appreciated.

If this meets your satisfaction, please return the approved signed copy.

8/28/2019

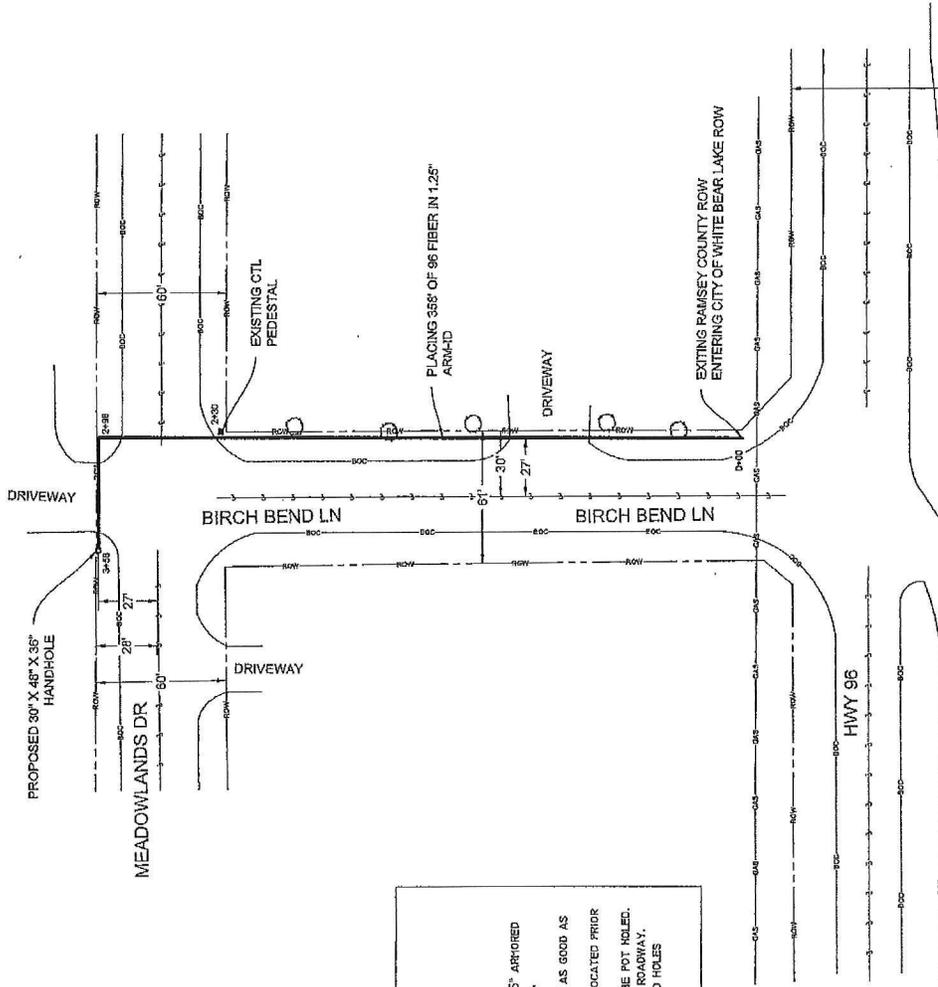
Date

Application Approved:

By (Print name)

Signature

PERMIT DRAWING



- CITY OF WHITE BEAR LAKE TWP PERMIT NOTES:**
- CENTURYLINK ENGINEER/DARIN HOVLAND
 TELEPHONE: 651-750-1750
 EMAIL: DARIN.HOVLAND@CENTURYLINK.COM
1. THIS JOB PLACES 368' OF NEW 96 FIBER IN 1.25' ARMORED INNER DUCT AND (1) 36" X 48" X 30" HANDHOLE.
 2. DIRECT BORING METHODS WILL BE USED.
 3. ALL DISTURBED SURFACES WILL BE RESTORED TO AS GOOD AS OR BETTER CONDITION THAN FOUND CONDITION.
 4. ALL EXISTING UNDERGROUND UTILITIES WILL BE LOCATED PRIOR TO CONSTRUCTION.
 5. ANY CONFLICTING UNDERGROUND UTILITIES WILL BE POT HOLED.
 6. 36" MINIMUM COVERS WILL BE MAINTAINED ALONG ROADWAY.
 7. BORE SHALL MAINTAIN 2' CLEARANCE FROM HAND HOLES STREET LIGHTS & SIGNAL POLE FOUNDATION.

NO WORK SHALL COMMENCE UNTIL A SIGNED PERMIT IS IN HAND AND ON SITE WITH CONTRACTOR

<p>300 CONFERENCE DRIVE WOODBRURY, MN 55336</p>	<p>PERMITS REQUIRED: CITY OF WHITE BEAR LAKE TWP W/C: WBLK/MNWB CPA: M/M/NDIE</p>	<p>CONTACT PERSON: LANCE MURDOCK PHONE: 214-326-7894 FAX: EMAIL: LANCE.MURDOCK@CENTURYLINK.COM</p>	<p>JOB: N.593545 LOC: 1059 MEADOWLANDS DR, WHITE BEAR LAKE, MN</p>	<p>DRAWING SYMBOLS</p> <ul style="list-style-type: none"> STREET LIGHT FIRE HYDRANT UTILITY POLE VALVE EXISTING PED/CABINET HANDHOLE TREE 	<p>0' 50' SCALE: 1" = 50' SHEET: 2 OF 2</p>
	<p>CenturyLink</p>				



Town Board Meeting September 16, 2019

Agenda Number: 6 – Old Business-None

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
September 4, 2019

2019 FLOW MONITORING – 1. RECEIVE QUOTES – 2. APPROVE QUOTE: The Town Clerk summarized the Public Works Director Item, explaining the similar situation at Birchwood. It was discussed that Birchwood pays the Town for the services, but here it seems that North Oaks wouldn't be. The Town Attorney advised the Board to review the Joint Powers Agreement. It was noted that the Clerk will have the information put together for the next meeting. The Town Clerk Reported that there is no harm in tabling this agenda item in order to receive full information, it will not disrupt the work.

Ruzek moved to Table this agenda item to the next Town Board Meeting of September 16th, 2019. McCune seconded. Ayes all.

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

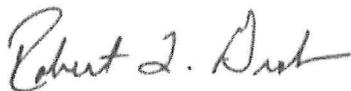
Invoicing for the project will be on a monthly basis per the following line items:

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.

Wilkinson Lake

Monitor

INSERVATION AREA

ORTH OAKS

Monitor

AGRICULTURAL BUILDABLE

AGRICULTURAL

AGRICULTURAL

AGRICULTURAL

Black Lake

FUTURE PARK

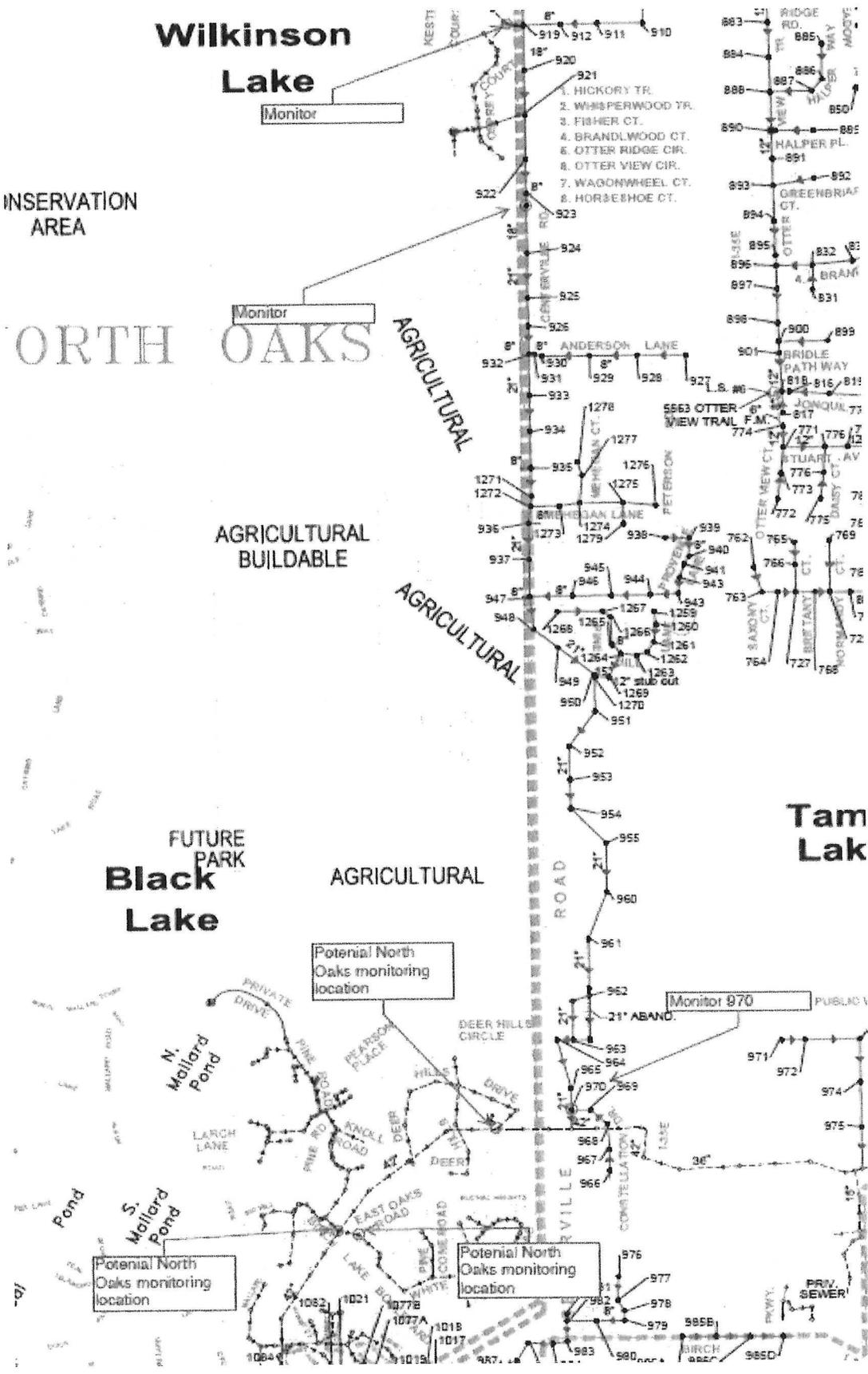
Tam Lak

Potential North Oaks monitoring location

Monitor 970

Potential North Oaks monitoring location

Potential North Oaks monitoring location





Town Board Meeting September 16, 2019

Agenda Number: 7.A – Public Hearing

Subject: Improvement 2019-3 General Obligation Bond Hearing –
Approve Sale of Bonds for 2019 Street Improvement Project

Documentation: Public Notice / Resolution

Action / Motion for Consideration:

Report at Meeting / Discuss

- Open Public Haring
- Open Public Comment Portion – Ask for Comments
- Close Public Portion of Hearing

Based on Bond Attorney & Staff Review & Recommendation Adopt the

Resolution Awarding the Sale of \$1,305,000 General Obligation Improvement Bonds, Series 2019A Fixing Their From and Specifications; Directing Their Execution and Delivery; and Providing for their Payment

Ruzek – Moves

McCune – Second

Minutes
Town Board Meeting
August 21, 2019

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.

Extract of Minutes of Meeting
of the Town Board of Supervisors of the Town of
White Bear, Ramsey County, Minnesota

Pursuant to due call and notice thereof, a special meeting of the Town Board of Supervisors of the Town of White Bear, Minnesota, was duly called and held at Heritage Hall in the Town on Monday, September 16, 2019, commencing at 7:00 P.M.

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

and the following were absent: None.

* * *

* * *

* * *

The Chair announced that the next order of business was consideration of the proposals which had been received for the purchase of the Town's \$1,305,000 General Obligation Improvement Bonds, Series 2019A.

The Town Clerk-Treasurer presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in **Exhibit A** attached hereto.

After due consideration of the proposals, Supervisor Ruzek then introduced the following resolution, and moved its adoption:

A RESOLUTION AWARDING THE SALE OF
 \$1,305,000 GENERAL OBLIGATION
 IMPROVEMENT BONDS, SERIES 2019A
 FIXING THEIR FORM AND SPECIFICATIONS;
 DIRECTING THEIR EXECUTION AND DELIVERY;
 AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota (the "Town") as follows:

Section 1. Sale of Bonds.

1.01. Authorization. It is hereby determined that it is necessary and expedient that the Town issue approximately \$1,305,000 General Obligation Improvement Bonds, Series 2019A (the "Bonds") pursuant to Minnesota Statutes, Chapters 429 and 475 (the "Act") to provide financing for certain assessable public improvement projects in the Town (the "Improvements"). The Town is authorized by Minnesota Statutes, Section 475.60, Subdivision 2(9) to negotiate the sale of the Bonds if the Town has retained an independent municipal advisor in connection with such sale. The Town has retained Baker Tilly Municipal Advisors, LLC as an independent municipal advisor in connection with the sale of the Bonds.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ in _____, _____ (the "Purchaser") to purchase the Bonds of the Town described in the Terms of Proposal thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ _____ (par amount of \$1,305,000, plus a premium of \$ _____ and less an underwriter's discount of \$ _____), plus accrued interest to date of delivery, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2021	%	2026	%
2022		2027	
2023		2028	
2024		2029	
2025		2030	

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Town's Clerk-Treasurer in consultation with the Town's municipal advisor. The Town Clerk-Treasurer is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Chair and Town Clerk-Treasurer are authorized to execute a contract with the Purchaser on behalf of the Town, if requested by the Purchaser.

1.04. Terms and Principal Amount of Bonds. The Town will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$1,305,000, originally dated the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$135,000	2026	\$120,000
2022	140,000	2027	120,000
2023	140,000	2028	120,000
2024	145,000	2029	120,000
2025	145,000	2030	120,000

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

1.05. Optional Redemption. The Town may elect on February 1, 2026, and on any day thereafter to prepay Bonds maturing on or after February 1, 2027. Redemption may be in whole or in part and if in part, at the option of the Town and in such manner as the Town will determine. If less than all Bonds of a maturity are called for redemption, the Town will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2020, to the registered owners of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The Town will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the Town and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the Town.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The Town and the Registrar may treat the person in whose name a Bond is at any time registered in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Town and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the Town. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid), at least 30 days prior to the redemption date, to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The Town appoints U.S. Bank National Association, St. Paul, Minnesota, as the initial Registrar. The Chair and the Town Clerk-Treasurer are authorized to execute and deliver, on behalf of the Town, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The Town agrees to pay the reasonable and customary charges of the Registrar for the services performed. The Town reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the Town Clerk-Treasurer must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Town Clerk-Treasurer and executed on behalf of the Town by the signatures of the Chair and the Town Clerk-Treasurer, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be

valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the Town Clerk-Treasurer will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Form of Bond. The Bonds will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.

3.02 Approving Legal Opinion. The Town Clerk-Treasurer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Debt Service Fund. The Bonds are payable from the General Obligation Improvement Bonds, Series 2019A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Town. Amounts in the Debt Service Fund are irrevocably pledged to the Bonds. To the Debt Service Fund hereby created, there is hereby pledged and irrevocably appropriated and there will be credited: (A) the proceeds of ad valorem taxes herein or hereafter levied (the “Taxes”), and, subject to 4.02, the special assessments levied against the property specially benefited by the Improvements (the “Assessments”); (B) capitalized interest financed from Bond proceeds, if any; (C) the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (D) all investment earnings on funds in the Debt Service Fund; and (E) any and all other moneys which are properly available and are appropriated by the Town Board of Supervisors to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Town Clerk-Treasurer is directed to pay such principal or interest from other funds of the Town, and such fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected.

4.02 Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01, together with the Assessments collected during the construction of the Improvements and any other funds appropriated for the Improvements, will be deposited in a separate and construction fund (the “Construction Fund”) to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Construction Fund after

completion of the Improvements and the costs thereof paid, may be used as provided in Minnesota Statutes, section 475.65. Thereafter, the Construction Fund is to be closed and any remaining balances therein and subsequent collections of Assessments for the Improvements and any Taxes are to be deposited in the Debt Service Fund.

4.03. Town Covenants. The Town hereby covenants with the holders from time to time of the Bonds as follows:

(a) It is hereby determined that the Improvements will directly and indirectly benefit abutting property and other identified property, and at least 20% of the costs of the Improvements to the Town will be paid by Assessments. The Town has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2020 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The Town Board of Supervisors will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments, the Town Board of Supervisors will levy ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The Town will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The Town will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.04. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax (the "Taxes") upon all of the taxable property in the Town, which will be spread upon the tax rolls and collected with and as part of other general taxes of the Town. The taxes will be credited to the Debt Service Fund above provided and will be in the years (being each year of collection) and amounts as set forth in **Exhibit C**. It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

4.05. Certification to County Auditor as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the Town makes its annual tax levies the Town Clerk-Treasurer may certify to the County Auditor of Ramsey County the amount available in the Debt Service Fund to pay principal

and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. County Auditor Certificate as to Registration. The Town Clerk-Treasurer is authorized and directed to file a certified copy of this resolution with the County Auditor of Ramsey County and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 5. Authentication of Transcript.

5.01. Town Proceedings and Records. The officers of the Town are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the Town relating to the Bonds and to the financial condition and affairs of the Town, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the Town as to the facts stated therein.

5.02. Certification as to Official Statement. The Chair and Town Clerk-Treasurer are, or either of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Chair and Town Clerk-Treasurer are, or either of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the Town or incumbency of its officers, at the closing the Chair and Town Clerk-Treasurer are, or either of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Clerk-Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The Town covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the Code), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. No Rebate Required.

(a) The Town will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States, if the Bonds do not qualify for the small issuer exception to the federal arbitrage rebate requirements.

(b) For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the Town finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the Town (and all subordinate entities of the Town) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000, within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The Town further covenants not to use the proceeds of the Bonds or the Improvements financed by the Bonds, or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Bank Qualified. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the Town makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the Town hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the Town (and all subordinate entities of the Town) during calendar year 2019 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the Town during calendar year 2019 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The Town will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of Town.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Town, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Town, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the Town’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the Town Clerk-Treasurer of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the Town Clerk-Treasurer will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The Town has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the Town with respect to the Bonds will agree to take all action necessary for all representations of the Town in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the Town, by resolution of the Town Board of Supervisors, determines that it is in the best interests of the persons having

beneficial interests in the Bonds that they be able to obtain Bond certificates, the Town will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the Town will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Town and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the Town will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Town Compliance with Provisions of Continuing Disclosure Certificate. The Town hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Town to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Town to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and Town Clerk-Treasurer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.03. Limited Continuing Disclosure. In order to qualify the Bonds for limited continuing disclosure under paragraph (d)(2) of Securities and Exchange Commission Rules, Section 15c2-12 (the "SEC Rule"), the Town makes the following factual statement and representation: as of the date of delivery of the Bonds, the Town will not be an obligated person (as defined in paragraph (f) of the SEC Rule) with respect to more than \$10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding municipal securities that were exempt from the SEC Rule pursuant to paragraph (d)(1) thereof.

Section 9. Defeasance. When all Bonds and all accrued interest thereon, have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the Town for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The Town may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for

this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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

and the following voted against the same: None.

whereupon said resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Town Clerk of the Town of White Bear, Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Town Board of Supervisors of the Town held on September 16, 2019 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$1,305,000 General Obligation Improvement Bonds, Series 2019A of the Town.

WITNESS My hand of the Town this 16th day of September, 2019.

Town Clerk
Town of White Bear, Minnesota

**EXHIBIT A
PROPOSALS**

EXHIBIT B
FORM OF BOND

No. R- _____

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
TOWN OF WHITE BEAR

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2019A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	October __, 2019	

Registered Owner: Cede & Co.

The Town of White Bear, Minnesota, a duly organized and existing municipal corporation in Ramsey County, Minnesota (the "Town"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the maturity date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2020, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the Town have been and are hereby irrevocably pledged.

The Town may elect on February 1, 2026, and on any day thereafter to prepay Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part, at the option of the Town and in such manner as the Town will determine. If less than all Bonds of a maturity are called for redemption, the Town will notify the Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Town Board of Supervisors has designated the issue of Bonds of which this Bond forms a part as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

This Bond is one of an issue in the aggregate principal amount of \$1,305,000 all of like original issue date and tenor, except as to number, denomination, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Town Board of Supervisors on September 16, 2019 (the “Resolution”), for the purpose of providing money to finance various public improvement projects within the Town, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, and the principal hereof and interest hereon are payable from special assessments against property specially benefited by local improvements and from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the Town are irrevocably pledged for payment of this Bond and the Town Board of Supervisors has obligated itself to levy additional ad valorem taxes on all taxable property, in the Town in the event of any deficiency in special assessments, and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Town at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the Town will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Town and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Town nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Town in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the Town to exceed any constitutional, or statutory limitation of indebtedness.

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Cede & Co.

Federal ID #13-2555119

Signature of Registrar

EXHIBIT C

STATE OF MINNESOTA
COUNTY OF RAMSEY

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Ramsey County, Minnesota, hereby certify that a resolution adopted by the Town Board of Supervisors of the Town of White Bear, Minnesota, on September 16, 2019, levying taxes for the payment of General Obligation Improvement Bonds, Series 2019A, in the amount of \$1,305,000 dated October __, 2019, has been filed in my office and said bonds have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2019.

(SEAL)

County Auditor
Ramsey County, Minnesota

Deputy



Town Board Meeting September 16, 2019

Agenda Number: 7.B – Public Hearing

Subject: **SMC, 5800 & 5858 Centerville Road – Request for:**
1) Wetland Permit to Allow Filling & Mitigation
2) Minor Subdivision
3) Permitted Use Standards Permit
to Allow Construction of Two Additional Manufacturing/Office Buildings & an Addition to Building at 5800 Centerville Road

Documentation: Staff Memo w/attachments / SEH Correspondence / TKDA Correspondence / Public Notice / Proof of Publication / Resident Letter / Mailing List / Wetland Permit

Action / Motion for Consideration:

Report at Meeting / Discuss

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

Based on Planning Commission & Staff Review & Recommendation:

- 1) Approve the Wetland Permit to Allow Filling & Mitigation & in Accordance with Ordinance No. 35, Section 9-9.3(a).(2) Continue the Public Hearing Six Months to Monday, March 16, 2020 @ 7:00 at Heritage Hall Noting that the Wetland May not be Established so a Continuation may be Necessary
- 2) Approve the Minor Subdivision

3) Approve the Permitted Use Standards Permit with Attached Requirements as Submitted

Minutes
Special Planning Commission Meeting
August 26, 2019

SMC CORPORATION, 5858 CENTERVILLE ROAD – REQUEST FOR MINOR SUBDIVISION, WETLAND PERMIT, ZONING ORDINANCE AMENDMENT & PERMITTED USE STANDARDS PERMIT TO ALLOW CONSTRUCTION OF A 121,728 SQUARE FOOT BUILDING: The Town Planner gave a brief summary of the SMC proposal outlined in the Thursday, August 22nd Planning Commission Meeting. The Commission reviewed the property before this meeting or earlier in the week to better understand the concept behind each request and learn more background information. Some of the background information discussed on site includes 90,000 square feet of wetlands that need to be created on site; how the regulation used to be 1:1 but now is 1:0.75, which is more environmentally proactive; the setback from the residential property in the commercial light industrial area.

The 4 permits were discussed briefly and a motion was stated for each.

Loes motioned to Approve the Minor Subdivision. Artner seconded. Ayes all.

Flann motioned to Approve the Wetland Permit contingent upon the development of the wetlands on site and all of the engineering that was discussed. Artner seconded. Ayes all.

There was discussion of the proposed property as submitted and how it abuts a residential property in the light industrial zone, however; the property there was consensus that a Zoning Ordinance Amendment would not be necessary for the proposal since the portion of the property abutting the proposed SMC building is vacant except for wetland and a BMX track.

Swisher motioned to make a recommendation to the Town Board that the Planning Commission considered the Zoning Ordinance Amendment and felt it does not apply to the current standards as submitted. Artner seconded. Ayes all.

There was discussion of the Zoning Ordinance Section 9-3.4(c) stating that the owners and engineers have in fact confirmed that there is no other feasible alternative than to cut trees down and take out some wetland. The Engineers with Alliant Engineering, Mark Kronbeck and Tony Kaster confirmed that they looked at 5 other options, but stated the proposed option is the best scenario. There was discussion of the wetland and the ways in which SMC will add to the environmental life on Centerville with pollinator plants and a corridor for wildlife.

Artner motioned to Approve the Permitted Use Standards Permit contingent upon compliance with the recommendations of the Engineers, Staff, and the Fire Inspector. Swisher seconded. Ayes all.

The Public Hearing on this agenda item is scheduled for the September 16th Town Board Meeting.

Minutes
Planning Commission Meeting
August 22, 2019

SMC CORPORATION, 5858 CENTERVILLE ROAD – REQUEST FOR MINOR SUBDIVISION, WETLAND PERMIT, ZONING ORDINANCE AMENDMENT & PERMITTED USE STANDARDS PERMIT TO ALLOW CONSTRUCTION OF A 121,728 SQUARE FOOT BUILDING: The Town

Planner summarized the 4 requests made by the Specialty Manufacturing Corporation and gave a brief history of the company. The first building was constructed in 1990, second building constructed in 2006. A road goes through the compound and was originally built to public standards with the goal of making it a public access road. However, plans have changed and SMC now wants to keep that road private, while maintaining it privately as well.

Looking at the long term, SMC is looking to add two new buildings and adding onto the rear of the southerly building. Currently they are proposing a 121,728 square foot building. SMC plans to use both buildings, and though it is not a landlord-type company, they plan on renting some of the space out to another company. SMC houses and has bought 7 different companies that specialize in manufacturing. One reason why SMC needs the space is because of the machines used have regulations. SMC also sells Panasonic pumps, spa vacs, and water levels for consumer pools and hot tubs.

Kent Brunner, SMC, engineers from Alliant Engineering, Tony Kaster and Mark Kronbeck, and Jack Grotkin from RJ Ryan Construction were present to discuss SMC's needs. With the proposed construction, SMC will be eliminating some 63,000 square feet of wetland, shown as shadowed areas in the detailed plans drawn up by the engineers on contract, Alliant Engineering. As the Town Ordinance requires, SMC will be creating new wetlands to compensate for filling of existing wetland. There was discussion of the wetlands, the pine trees, buckthorn which will be removed but replaced by new landscaping.

There was discussion on zoning and why the permit is needed. There was discussion on the residential property right next to the industrial property, whether or not all parts of the property are considered residentially zoned or used.

The use designation will impact the setback of the new service road and building. If the rear portion of the abutting lot is deemed in "residential use", greater setbacks apply. If the vacated rear of the property which is zoned I-1 is deemed "vacant", increased setback requirements do not apply.

There was discussion regarding the Permitted Use Standards Permit. There was discussion on all aspects of the landscaping that is planned, the number of trees, planned and designed use, etc. It was noted that SMC will be planting more than 200 trees to replace the removed trees. The Commission went through each item in the standards listed on pages 31 and 32 in the packet. There was discussion on the grading that seemed like it may impact the neighbors abutting the property, and included some grading on the Siebenaler property. It was stated by the applicants that this part of the site grading will change so stormwater does not overflow onto the Siebenaler property. The neighbors, Karen and Ray Siebenaler were present to ask questions and discuss these decisions regarding SMC. Drainage was a big topic that was discussed, and after some explanation on both ends, the Siebenaler's and SMC seemed to reach consensus.

There was continuing discussion on the ways SMC will fulfill the Ordinance regarding Surface water and Stormwater in regards to drainage. Filtration ponds were discussed. It was noted that a retaining wall will be added abutting the Siebenaler property, which they seemed content with at the meeting.

Artnier mentioned that she would like to view the site to get a handle on all that is requested and needed. In order to do this, a Special Meeting for the Planning Commission to meet at SMC will need to be arranged.

Artnier made the motion for a Special Meeting to take place on Monday, August 26th, 2019 at 6:00 p.m. at SMC property, 5858 Centerville Rd, and reconvening at the Town Offices, 1281 Hammond Rd, at 7:00 p.m. to take action on this agenda item. Flann seconded. Ayes: Loes, Blin, Swisher, Flann, Artnier; Nays: Denn, Kotilinek.

As Kotilinek has a prior engagement on Monday, August 26th, he has been excused.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: AUGUST 15, 2019

SUBJECT: CONSTRUCTION OF TWO ADDITIONAL MANUFACTURING/OFFICE BUILDINGS & AN ADDITION TO BUILDING AT 5800 CENTERVILLE ROAD

REQUESTS: MINOR SUBDIVISION
WETLAND PERMIT
ZONING ORDINANCE AMENDMENT
PERMITTED USE STANDARDS PERMIT

LOCATION: 5800 & 5858 CENTERVILLE ROAD & A FUTURE ADDRESS ON CENTERVILLE ROAD
APPLICANTS: SPECIALTY MANUFACTURING CORPORATION
ZONING: I-1, LIGHT INDUSTRIAL

SMC is proposing to add two new buildings and an addition to their Centerville Road campus. Currently SMC has two manufacturing buildings fronting on Centerville Road. SMC owns the property between these buildings & I-35E. This outlot (A) is 19.1 acres in size. A new building 121,728 square feet in area is proposed to be constructed this year.

A 30,000 square foot building pad and a 12,600 square feet addition onto the rear of the southerly building is planned at a later date(s). The new building also plans parking, stormwater treatment ponds, wetland fill and mitigation and an extension of the road which accesses Centerville Road.

Minor Subdivision:

The area which the new buildings are proposed are located on Outlot A, Specialty Manufacturing Addition. SMC would like to change the legal description of this lot from Outlot A to Lot 1, Block 1, Specialty Manufacturing 2nd Addition. This lot will also include the access road to Centerville Road.

Originally this access road was planned to be a public road which was to be extended southerly accessing the North Oaks Company property and the property between North Oaks Company and SMC. The road was built to Town street standards and reduced street setbacks were adopted to accommodate the parking lots.

SMC no longer has it in their development plan to extend the road through the North Oaks Company property.

Wetland Permit:

The entire property has a total of 159,766 square feet of wetlands. There are several small wetlands and one larger wetland on the property. SMC is proposing to impact 7 of these wetlands. A total of 63,228 square foot office is proposed. SMC would mitigate this fill by expanding an existing wetland; creating a new wetland and providing stormwater treatment basins and upland buffer areas. New wetland construction, 115,220 square feet in area is planned. In addition, upland buffers which abut a wetland and would be permanent open space, in the amount of 31,123 square feet is proposed. To compensate for this fill, new wetland and wetland buffers equaling 94,196 square feet are proposed.

The Town's Zoning Ordinance permits wetland fill but if filled they must be replaced at a 2:1 ratio with 1:1 replacement on site and the remaining 1:1 someplace within the Township.

Zoning Ordinance Amendment:

SMC would like the Town to consider two modifications to the Zoning Ordinance relating to setbacks between a parking lot and an industrial building next to residential zoned or residential used property.

The property to the south of this site is zoned industrial but is currently used as a residence.

Section 7-1.4 of the Zoning Ordinance requires:

- A 20' setback between a parking space or drive lane and a residential use.
- A 70' setback between an individual building and a residential use.

SMC would like the Town to consider modifying these requirements which would permit a 15' parking lot setback and a 60' setback for the building.

The SMC site plan shows a setback of 15.28' between the parking lot and residential property boundary. The plan shows a 61.52' setback between the southerly building and the lot line.

Permitted Use Standards Permit:

A Permitted Use Standards Permit is required to allow construction of the building(s) and other site improvements such as parking lots and stormwater treatment systems.

A Permitted Use Standards Permit must meet the following standards prior to approval of a permit:

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.

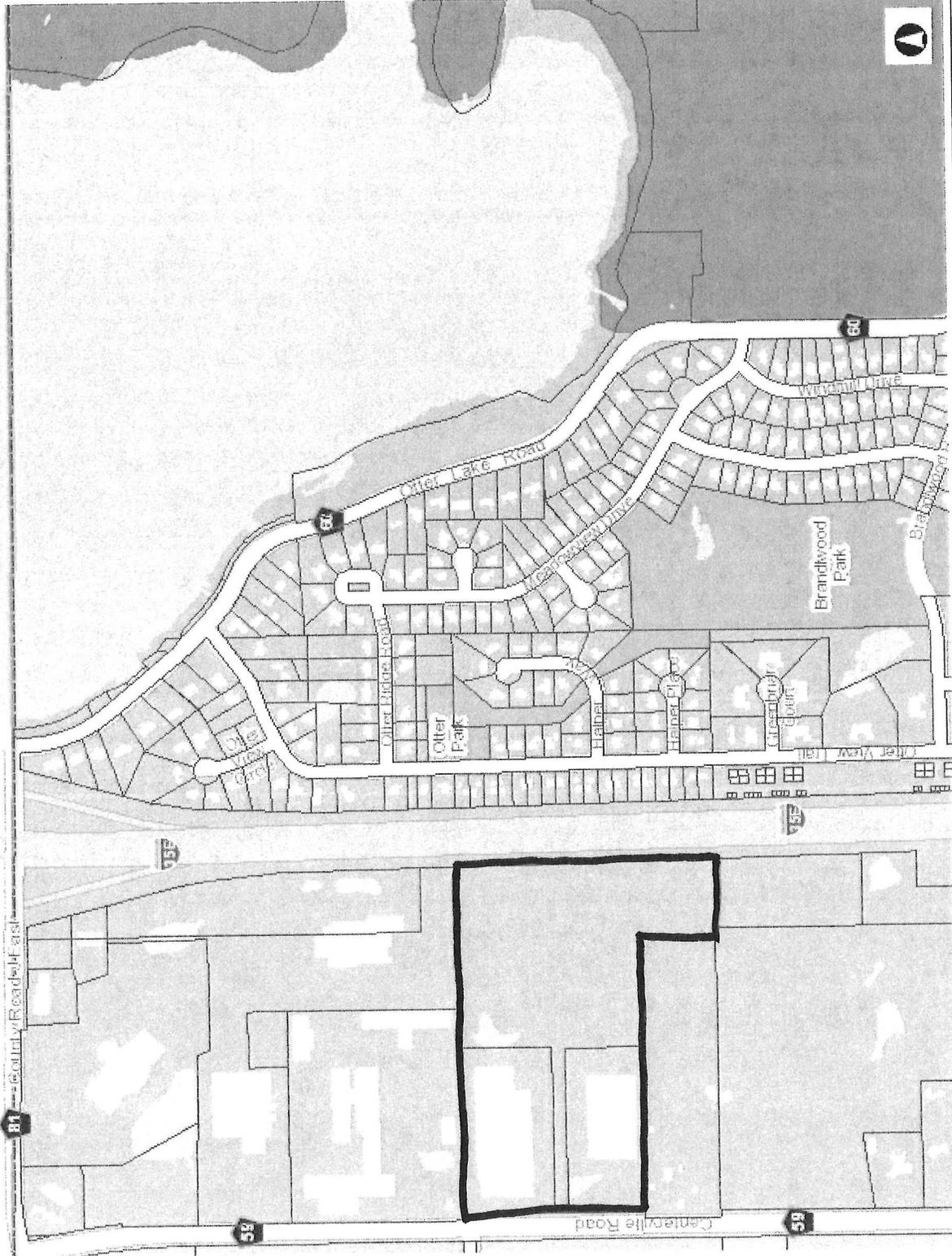
9-3.4(f). The proposed use shall show sufficient landscaping to screen undesirable features and to enhance the development.

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.

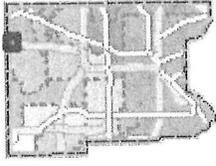
9-3.4(h). Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and Town Board shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.

At this time staff is working with consultants to complete their review(s) of the proposal. An updated staff report will be provided when the consultant reports are available.

TR/psw
cc:admin/add.file
b:SMC19



Legend



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

Notes

Enter Map Description

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1,333.3 Feet

0

666.67



MINOR SUBDIVISION APPLICATION FORM

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) Mark Kronbeck PHONE (Home) _____
Alliant Engineering, Inc., (Business) 612-767-9338
(Cell) _____

ADDRESS 733 Marquette Ave, Suite 700
Minneapolis, MN 55402

PROPERTY OWNER The Specialty MFG. CO.

ADDRESS OF ZONING L-1 Light Industrial
SITE 5858 Centerville Road

EXISTING USE OF SITE Vacant

_____ 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.

Pat Dahl
Signature of Applicant(s)

8-8-19
Date

To Be Completed By Office:

Date Request Received _____

By _____ \$35.00 Fee + \$150 Deposit Received Yes
(Staff Member) No

Date Application Complete _____



WETLAND PERMIT (REZONING) APPLICATION FORM

INTRODUCTION

A Wetland Permit may be granted or denied by the Town Board after recommendation by the Planning Commission in accordance with Ordinance No. 35 (Zoning), Section 9-5, Wetlands Overlay District Permit Procedure.

APPLICANT(S) Mark Kronbeck PHONE (Home) _____
Alliant Engineering, Inc. (Business) 612-767-9338
(Cell) _____

ADDRESS 733 Marquette Ave, Suite 700
Minneapolis, MN 55402

PROPERTY OWNER The Specialty MFG. CO.

ADDRESS OF SITE 5858 Centerville Road ZONING L-1 Light Industrial

EXISTING USE OF SITE Vacant

DESCRIPTION OF WETLAND USE REQUESTED The purpose of the project is to construct an additional warehouse facility adjacent to the existing Specialty Manufacturing buildings. The site improvement will include parking lots, loading docks, grading for future office space, an addition to the existing southern facility on site, storm water ponds, and on-site wetland mitigation.

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

CHECKLIST:

x Site Plan

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

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

REVIEW PROCESS:

1. Submit 15 copies of all plans larger than 11" x 17" and one 11" x 17" or 8 1/2" x 11" plan with the application, and all supporting information to the Town Planner (minimum of 3 weeks prior to Planning Commission Meeting).
2. Planning Commission _____ (4th Thursday of the month @ 7:00 p.m. at the Town Hall).
3. Town Board _____ (1st Monday of the following month @ 7:00 p.m. at the Town Hall)
(Call Public Hearing)
4. Town Board _____ Public Hearing
5. Town Board _____
(Action subject to Public Hearing Schedule)

STANDARDS:

A Wetland Permit is necessary if any work is proposed in a wetland, or if a wetland is proposed to be filled. A Wetland Permit may be approved by the Town Board if the proposal complies with the following standards:

1. Filling. A minimum amount of filling may be allowed for the reasonable use of property, but only when it will not have a substantial or significant adverse effect upon the ecological and hydrological characteristics of the water or wetland.
2. Avoidance. The applicant must demonstrate that the proposed filling is the least environmentally damaging practical alternative.
 - a. In evaluating a filling proposal, it shall be determined whether the proposed development requires or is dependent upon proximity to water or wetlands. If the development activity does not require proximity to water or wetlands, it is presumed that other alternatives to filling are available.
 - b. Any reasonable alternative which does not involve filling is presumed to have a less adverse impact upon the aquatic system to filling.
 - c. In evaluating filling, avoidance of a proposal for compensatory wetland replacement cannot be considered.

3. Minimization. All reasonable steps of project modification must be taken to decrease the adverse impact to a wetland to the least possible degree.
4. Replacement. Total wetland replacement shall be required for adverse impacts which remain after all avoidance and minimization actions have been taken. Wetland replacement shall be provided on an areal basis of 2 to 1 within the boundary limits of the Town, or at a minimum replacement on an areal basis of 1 to 1 within the site of development or specific use. Wetland replacement will include the following actions in descending order of acceptance.
 - a. Restoration of existing wetlands which have been degraded by filling or draining. Wetland restoration shall occur within the same watershed as the development site or specific use.
 - b. Creation of on-site man-made wetlands within or contiguous to the development site or specific use.
5. Any filling shall not cause the total flood storage capacity of the wetland to fall below the projected volume it would hold following the critical rainfall event over the developed drainage area.
6. Only fill which is free of chemical pollutants and organic wastes, as determined by the Town Board, may be used.
7. Deminimus. For projects proposing wetland fill and meeting the avoidance and minimization criteria, a wetland replacement plan shall not be required for draining or filling up to 400 square feet of wetland in a shoreland management zone, or up to 2,000 square feet outside of a shoreland management zone, regardless of the total amount of wetland filled as part of a project. The deminimus exception shall be permitted only one time for any project and/or property.

This plan will require review and approval by the following Governmental Agencies and White Bear Township:

- Rice Creek Watershed District (RCWD)
- Vadnais Lake Area Water Management Organization (VLAWMO)
- Ramsey County
- MnDOT
- US Army Corps of Engineers
- Minnesota Department of Natural Resources (DNR)
- White Bear Lake Conservation District

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

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


Signature of Applicant(s)

8-8-19
Date

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



ZONING ORDINANCE AMENDMENT APPLICATION FORM

INTRODUCTION

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

APPLICANT(S) Kent Brunner PHONE (Home) _____
The Specialty MFG. CO. (Business) 651-762-4481
(Cell) 612-804-4209

ADDRESS 5858 Centerville Road
White Bear Township, MN 55127

PROPERTY OWNER The Specialty MFG. CO.

ADDRESS OF SITE 5858 Centerville Road ZONING L-1 Light Industrial

EXISTING USE OF SITE Vacant

PROPOSED ZONING ORDINANCE AMENDMENT We request a change to section 7-1.4 of the ord. as follows: change the 20' setback for off street parking to 15' and change the 70' setback for an industrial building to 60'

REASON FOR REQUEST Even though the adjacent property south of SMC is zoned L-1 it is used as residential, but is being marketed as I-1. Thus, we request this change, since it affects our project.
_____ Initial Fee (\$110.00 plus \$200.00 Expense Deposit)

REVIEW PROCESS:

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

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

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

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



Signature of Applicant(s)

8/15/19

Date

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



PERMITTED USE STANDARDS APPLICATION FORM

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) Mark Kronbeck PHONE (Home) _____
Alliant Engineering, Inc. (Business) 612-767-9338
(Cell) _____

ADDRESS 733 Marquette Ave, Suite 700
Minneapolis, MN 55402

PROPERTY OWNER The Specialty MFG. CO.

ADDRESS OF SITE 5858 Centerville Road ZONING L-1 Light Industrial

EXISTING USE OF SITE _____

DESCRIPTION OF PERMITTED USE REQUESTED The purpose of the project is to construct an additional warehouse facility adjacent to the existing Specialty Manufacturing buildings. The site improvement will include parking lots, loading docks, grading for future office space, an addition to the existing southern facility on site, storm water ponds, and on-site wetland mitigation.

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

CHECKLIST:

- x Site Plan – 15 full-sized copies (larger than 11 x 17) and one reduced size (8 ½ x 11)
- x Existing conditions (all buildings, open space, retention areas, utility areas, service areas, and storage areas).
- x Site improvements (proposed locations of buildings, parking areas, drives, fences, walls, signs, lighting, walkways, patios, decks and barriers).

- Site locations and adjacent land use.
- Site grading and drainage plan.
- Topography (no greater than 2 foot intervals).
- Wetlands (delineation of streams, water bodies, wetlands and 100 year storm elevation).
- Paved or surfaced area (include type or materials and function of area to be paved).
- Proposed landscaping (include existing trees 7 inches or greater and large shrub massings).
- Building plans (size, intended use of structures, exterior finishes, floor plans and elevations).
- Schedule (when applicant intends to construct).
- Additional information if required.
- Certificate of Survey.
- Permits or written comments from other agencies (DNR, COE, RCWD, VLAWMO, Ramsey County Public Works, MPCA).

REVIEW PROCESS:

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

STANDARDS:

The Town Board will approve a Permitted Use Standards Permit only if the following facts are established.

1. There will be no detracton from the appearance of adjacent properties or Town as a whole.
2. There will not be aesthetic incompatibility.
3. There will not be aural incompatibility (noise).
4. There will not be damage to vegetation.
5. Traffic patterns will not be negatively affected.
6. There is no unnecessary loss of existing natural features.
7. Will not cause soil erosion.
8. Will not increase flood potential.



Building a Better World
for All of Us®

MEMORANDUM

TO: Tom Riedesel

FROM: Nathan Warner, PE (Lic. MN)
Oh

DATE: August 22, 2019

RE: Specialty Manufacturing - White Bear Township
SEH No. WHBRT 145109 14.00

BACKGROUND

At your request, we have reviewed Specialty Manufacturing Stormwater Narrative and SWPPP submitted on 8/15/19 and Civil Plans submitted on 8/8/19 for the proposed construction activities located at 5858 Centerville Rd.

STORMWATER MANAGEMENT REQUIREMENTS

The Township's Local Water Management Plan has adopted the policies of the Vadnais Lake Area Watershed Management Organization (VLAWMO) and requires compliance with their policies for stormwater management. In addition to local regulations, the project must be in compliance with the Minnesota Pollution Control Agency's NPDES Construction Stormwater Permit and the Township's Ordinance No. 87 Stormwater Management. The following criteria are applicable to the proposed project:

- **Rate Control.** The proposed project shall not increase the peak stormwater runoff rate from the site for the 2, 10, and 100-yr, 24-hr precipitation design events.
- **Volume Retention.** The MPCA requires a water quality volume (WQV) of one inch of runoff from the new impervious surfaces created by the project to be retained onsite. VLAWMO and White Bear Township requires onsite retention of 1.1 inches of runoff from the new and/or fully reconstructed impervious.
- **Water Quality.** For those projects where infiltration is prohibited other methods of volume retention shall be considered and the WQV must be treated by a wet sedimentation basin, filtration system, regional ponding or equivalent methods. White Bear Township requires design practices for new construction to provide an 80% sediment reduction from a one-year, 24-hour storm event.
- **Freeboard.** White Bear Township requires a minimum of 3 feet of freeboard above the 100-year, 24-hour storm event of water bodies or graded areas that create ponded conditions with a piped outlet to the low opening elevation of a structure. In consideration of the groundwater table, the low floor and

REVIEW COMMENTS

1. General Stormwater Notes

- A. Include information on disturbed area and existing and proposed impervious areas in stormwater narrative.
- B. **5-1.2(a)(6)** Include a maintenance plan and schedule for all permanent stormwater practices. Include information in the on which entity is responsible for long term maintenance of the project.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

- C. **5-1.2(a)(7)** Include information in the stormwater narrative on phasing of construction with estimated start date, time frames and schedules for each construction phase, and completion date.
- D. Provide additional information in the stormwater narrative on future stormwater BMP and BMP location options being considered for treating the runoff from the future building and parking lot. Site plan shows that the proposed addition will remove Filtration Basin 2. Any future added impervious (even if less than 10,000 SF) for the site will require documentation that stormwater requirements are being met on-site.
- F. **5-2.3** Provide additional documentation demonstrating that installation of oil and grease best management control measures are not necessary for the site or that best management control measures are proposed.
- G. **5.2.8(d)** Provide additional information on maintenance access for inlet/outlet structure between Filtration Basin 3 and Wetland Mitigation Area 1.

2. HydroCAD Model and Rate Control (5-2.4)

- A. Update rainfall distribution from Type II to MSE-3 or nested distribution.
- B. For the Proposed HydroCAD model, update routing for FB3, which should be routed to 3P instead of 5P.
- C. Update Proposed Drainage Area map and HydroCAD model to include the portion of off-site drainage area that was included in the Existing Drainage Area analysis. The total drainage area analyzed for existing and proposed conditions should be the same.
- D. Provide soil borings showing that HSG used in the HydroCAD model are appropriate.

3. Water Quality

- A.. **5.2.1** Provide soil borings to confirm that infiltration on-site is infeasible.
- B. **5.2.2(a)** For sites where infiltration is infeasible, the site must meet sediment removal requirements. Provide documentation and calculations showing 80% retention of soil particles greater than 5 microns from a 1-yr, 24-hr storm event.
- C. Provide detail for filtration basin(s). Use of a draintile with sock is not recommended due to potential issues with fines clogging the sock

4. Freeboard/Flood Control

- A.. **5-1.4(g)** Add NWL, 100-yr HWL and EOF elevations to Grading Plan (C-4.0) for all proposed BMPs and existing wetlands.
- B. **5-2.8(e)** Provide documentation that lowest floor elevation is at least 3 feet above the 100-yr HWL of adjacent BMPs and wetlands. Provide additional narrative information on the emergency overflow path for storm events larger than the 100-yr, 24-hr event, and any potential downstream impacts.

5. SWPPP

- A. The SWPPP is missing the overall information that should be included:
 - 1. Work in Waters Restrictions (DNR restricts work near stream/lakes during certain parts of the year)
 - 2. Permanent Stormwater Systems Description
 - 3. Pertinent Permits (MS4, FEMA, other relevant permits required)
 - 4. Contamination checklist
 - 5. SWPPP Reviewer Information/ID
 - 6. Project totals for impervious added, impervious removed, net change in impervious, and total disturbed area
 - 7. Overall project description
 - 8. List of receiving waters and status (impaired or not impaired)
- B. Map in SWPPP should have flow directional arrows to show drainage

6. Erosion and Sediment Control

- A. Silt fence/biolog on Grading Plan (C-4.0) is not clearly shown. It is recommended that the erosion control plan and grading plan are separate sheets.
- B. Areas of steep slopes (greater than 3:1) should be identified on the ESC.
- C. **5-1.4(m)** Due to downstream impaired waters, provide location of temporary sediment basin(s) for areas where 5 or more acres are disturbed and drain to a single point.
- D. Identify maintenance access area for inlet/outlet structure between Filtration Basin 3 and Wetland Mitigation Area 1.

7. Wetlands

- A. Permit Application was not provided for Review. Only items included in submittal were the Site Plan and permit from VLAWMO. Please provide additional information included with the Wetland Permit Application Form.
Additional information missing, but likely included as part of the Wetland Permit Application submitted to VLAWMO include,
 - i. Existing tree locations
 - ii. Project Schedule
 - iii. Permits received from and other correspondence with other agencies – USACE, Ramsey County
 - iv. Certificate of survey
 - v. Standards, as outlined on the City Application page 2 and 3

RECOMMENDATIONS

It is recommended that the proposed project not be approved until the hydrologic model corrections are made confirming rate control is satisfied, sediment reduction is demonstrated, and basin/structure elevations are modified such that the freeboard requirements are achieved.

NJW

c: Brad Woznak, PE

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

September 12, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Specialty Manufacturing Expansion
Development Review
White Bear Township, Minnesota
TKDA Project No. 17127.001

Dear Board Members:

We have completed an engineering review of the Specialty Manufacturing Expansion project plans. A separate stormwater quality review will be completed by others.

Documents Reviewed

1. Preliminary Plans, updated September 10, 2019.
 - a. Landscape Plan L-1.0 and Photometric Plan P-1.0 were not reviewed.
2. American Engineering Testing Preliminary Boring Logs, dated September 5, 2019.
3. Minnesota Joint Stormwater Application Form
4. Storm sewer pipe sizing spreadsheet
5. Response to Engineering Review comments
6. Response to Stormwater Review comments
7. Stormwater Management Memorandum, dated September 10, 2019.

Regulatory Requirements

No site activity may begin until Final Plans and Specifications are approved by the Town Board, all wetland buffer requirements are met, and all required permits have been acquired, including MnDOT, Ramsey County, VLAWMO, Army Corps of Engineers and utility extension permits. In addition, all stormwater review comments by SEH shall be addressed.

Plan Review

Show topography for existing conditions on offsite areas adjacent to the project property.

Several retaining walls are proposed on site. Signed design plans for the walls must be provided.

The use of modular blocks for the stabilization of the bank that supports the private road may be a future replacement burden for the Township, if the road becomes Public responsibility.

The bottom of the wall on the north side of the private drive extension will be temporarily inundated during periods of high water. The retaining wall detail on Sheet C-6.0 shows drain tile running along the

wall base, below ground level. A high water table is anticipated because of the nearby wetlands, but soil boring information has not been received. Verify that the drain tile will function as planned with a high water table.

A retaining wall is proposed directly adjacent to the Private Drive Extension, and the driveway south of the proposed building is 15' from a retaining wall, with steep slopes leading down to it. The retaining wall detail states that fence information is shown on Architectural plans, which were not provided.

A minimum 20-foot buffer strip around wetlands shall be maintained at all times using native vegetation. Proposed wetland mitigation area and Wetland abut directly against the Private Drive.

All onsite stormwater BMPs and stormwater conveyance infrastructure will be private.

The Developer will provide a maintenance agreement for the stormwater system. Township approval is required.

No drainage and utility easements are shown over any of the existing ponds or wetlands. Provide drainage and utility easements for proposed filtration basins and storm sewer conveyance system.

The Town will need a copy of the required maintenance agreements for the filtration basins for the record at Public Works.

The existing private road is in need of a surface treatment. SMC has crack filled the lateral cracks on the road.

Review steep slopes at the edge of the property.

SWPPP

There are some references to the old NPDES permit in the Sediment Control Practices and Inspections and Maintenance sections.

A full SWPPP review will be done later.

Utility Plan

Proposed storm sewer is HDPE. Township standard is RCP. The storm sewer conveyance system will be private.

Provide utility easements to allow access to the proposed sanitary sewer and watermain infrastructure.

Because of elevation constraints, Alliant Engineering says they cannot meet MPCA's recommended slope for filtration basin underdrains of 0.5%. System will need to be head driven.

The proposed watermain runs to the northeast corner of the property, which is a change from the initial plan submittal. What is the purpose of this stub?

A watermain loop is required from the proposed cul de sac to the watermain located in the northwest area of the project.



Specialty Manufacturing Expansion
Development Review
September 12, 2019
Page 3

A full review of utility plans, details and specifications will be done later.

Storm Sewer Pipe Sizing Spreadsheet

Storm sewer is sized using a 5-year design storm. Per Section 5-5.2(b) of Ordinance 87 (Stormwater Management), the storm sewer conveyance system shall be designed for a 10-year, 24-hour storm event.

Stormwater Management Memorandum

To meet VLAWMO requirements for retaining storm water onsite, four filtration basins are proposed. The filtration basins are sized to retain and treat the required 1.1" over proposed impervious surface. Two of the filtration basins conflict with the future building expansion scheduled for 2021; they are to be removed and replaced with an underground filtration tank, below the future parking lot. No information for the tank was provided. The tank shall be sized to provide the required treatment for both phases.

Proposed routing diagram shows Filtration Basins 1 and 2 draining to Wetland E. Utility plan shows filtration basin underdrains draining to directly to storm sewer.

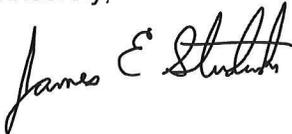
Will existing ponds be able to handle the additional overflow from the proposed expansion area?

Proposed runoff rates are lower than existing, as required.

We are not able to recommend approval at this time. Several design changes are required, and a number of permits and reviews still need to be approved, which may require further design changes. VLAWMO, MnDOT, Ramsey County, Army Corps of Engineers have not been received, and are needed for approval.

Please contact me at (651) 292-4503 with any questions.

Sincerely,



Jim Studenski, P.E.
Town Engineer

cc: Tom Riedesel, Town Planner
Dale Reed, Public Works Director





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

August 22, 2019

Planning Commission
White Bear Township, Minnesota

Re: Specialty Manufacturing Expansion
Development Review
White Bear Township, Minnesota
TKDA Project No. 17127.001

Dear Commission Members:

We have completed an engineering review of the Specialty Manufacturing Expansion project plans. A separate stormwater quality review will be completed by others.

Documents Reviewed

1. Planning Submittal Plans, dated August 8, 2019.
 - a. Cover Plan C-0.0
 - b. Existing Conditions Survey C-1.0
 - c. Preliminary Plat C-2.0
 - d. Final Plat
 - e. Site Plan C-3.0
 - f. Grading Plan C-4.0
 - g. Stormwater Pollution Prevention Plan C-4.1
 - h. Utility Plan C-5.0
 - i. Details C-6.0
 - j. Landscape Plan L-1.0 was not reviewed.
 - k. Photometric Plan P-1.0 was not reviewed.
2. Stormwater Management Memorandum, dated August 15, 2019.
3. VLAWMO Findings Documents

Regulatory Requirements

No work may begin until Final Plans and Specifications are approved by the Town Board, and all required permits have been acquired, including Ramsey County, VLAWMO, Army Corps of Engineers and utility extension permits.

Plan Review

Site Plan

Several retaining walls are proposed on site. Signed design plans for the walls must be provided. The use of modular blocks for the stabilization of the bank that supports the private road by be a future replacement burden for the Township, if the road becomes Public responsibility.

The bottom of the wall on the north side of the private drive extension will be temporarily inundated during periods of high water. The retaining wall detail shows drain tile running along the wall base, below ground level. A high water table is anticipated because of the nearby wetlands, but soil boring information has not been received. Verify that the drain tile will function as planned with a high water table.

Wetland mitigation areas go right up to the retaining wall north of the private drive extension.

Filtration Basin #4 is in the same location as a truck loading lot for the Future Building Addition. Please clarify.

Clarify who will be maintaining the filtration basins, storm water conveyance system etc. within the new private road, parking lot, and building lot. No easements are shown over any of the improvement areas or storm sewer for maintenance access.

Provide details for the proposed filtration basins.

The Town will need a copy of the required maintenance agreements for the filtration basins for the record at Public Works.

The existing private road is in need of a surface treatment. SMC has crackfilled the lateral cracks on the road.

SWPPP

The references to the NPDES permit in the SWPPP use the numbering system of the previous permit that expired August 1, 2018. Update with references to the new NPDES permit issued August 1, 2018.

The MPCA identifies Wilkinson Lake as an impaired water. Since it is within one mile of the project site, if it receives runoff from the project location, it must be labeled as impaired on the SWPPP.

The SWPPP must include the number of acres of impervious surface for both pre- and post-construction.

A full SWPPP review will be done at a later date.

Utility Plan

Two storm sewer pipe connections are proposed to the same structure at an acute angle. Verify that the structure is large enough to receive both connections at that angle.

The filtration basin underdrains appear to be at 0.0% slope. MPCA recommends minimum slope of 0.5%. It will be difficult to install at 0.0% without low spots or backfall.

Filtration Basin #1 drains via a 6" drain tile with a daylight elevation of 927.50. During periods of high water there may be backflow into the drain tile

A full review of utility plans, details and specifications will be done at a later date.



Specialty Manufacturing Expansion
Development Review
August 22, 2019
Page 3

Details

Provide details for the filtration ponds, including the underdrains.

Erosion control plans were not provided at this stage. They are required for the final plans.

Stormwater Management Memorandum

The plans show a 21,600 square feet Future Building Addition with some additional pavement for a truck loading dock. This is not mentioned in the Proposed Improvements section of the Memorandum. Clarify that this impervious area is included in the totals. It is not included in the drainage delineation boundaries on the Proposed Drainage Map.

Proposed runoff rates are lower than existing, as required.

The provided treatment volumes are sufficient to retain 1.1-inches of runoff on site, as required.

Provide storm sewer pipe sizing calculations.

VLAWMO Findings Documents

VLAWMO has approved the wetland replacement plan. Final approval of the development is still pending.

Please contact me at (651) 292-4503 with any questions.

Sincerely,

Jim Studenski, P.E.
Town Engineer

cc: Tom Riedesel, Town Planner
Dale Reed, Public Works Director





Public Notice

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

- Wetland Permit to Allow Filling & Mitigation

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

Lot 1, Block 2, & Outlot A of the Specialty Manufacturing Addition

(5800 & 5858 Centerville Road)

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

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

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

A handwritten signature in black ink, appearing to read "Patrick Christopherson", written over a horizontal line.

PATRICK CHRISTOPHERSON, Clerk-Treasurer

BROWN'S CREEK WATERSHED DISTRICT
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that on Wednesday, September 11, 2019, at 6:30 p.m., the Brown's Creek Watershed District Board of Managers will hold a public hearing to receive comments on the District's proposed 2020 Budget and Levy. The District's proposed total budget for 2020 is \$2,107,077, including grants, fees and levy funding sources. The proposed tax levy is \$184,690 for the General Fund and \$935,122 for the Management Plan Project Fund for a total proposed levy of \$1,099,812, a proposed 0.3% decrease from 2019. The public hearing will be held at the Family Means, 1875 Northwestern Ave S, Stillwater, MN.

Anne Maule Miller, Secretary, Browns Creek Watershed District
Published two times in the White Bear Press on September 4 and 11, 2019.

CITY OF MAHTOMEDI
NOTICE OF HEARING ON PROPOSED ASSESSMENT

Notice is hereby given that the City Council of Mahtomedi, Minnesota, will hold a public hearing and meet in the City Hall Council Chambers at 600 Stillwater Road, Mahtomedi, Minnesota, at 7:00 p.m. on Tuesday, September 17, 2019, to consider, pass upon, adopt and levy the proposed special assessments for delinquent utility accounts. The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessment is \$122,345.57.

Those persons having an interest in said hearing are encouraged to attend the meeting.

Scott Neilson, City Administrator
Published two times in the White Bear Press on September 4 and 11, 2019.

CITY OF MAHTOMEDI
NOTICE OF PUBLIC HEARING

REGARDING PRELIMINARY BUDGET AND LEVY FOR 2020
Notice is hereby given that the City Council of Mahtomedi will hold a public hearing on Tuesday, September 17, 2019, 7:00 p.m. at City Hall, 600 Stillwater Road, to consider the preliminary budget and levy for 2020. Anyone having an interest in this matter is invited to attend this meeting.

Jerene Rogers, city clerk
Published one time in the White Bear Press on September 4, 2019.

CITY OF VADNAIS HEIGHTS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Vadnais Heights Planning Commission will meet and conduct a public hearing on Tuesday, September 24, 2019 at 7:00 p.m. at City Hall, 800 East County Road E, to consider a Variance application submitted by Thomas Hayes, to construct a garage addition.

The legal description of the property is as follows:
LOT 2, BLOCK 3, WOOD RIDGE ADDITION NO. 2, Ramsey County, Vadnais Heights, Minnesota.

This parcel is located at 4001 McMenemy Street.

Anyone wishing to be heard in regards to this matter will be given an opportunity at this time. The application materials are available for public review at City Hall during normal business hours. Questions or comments should be directed to Nolan Wall, Planning/Community Development Director, at 651-204-6027 or nolan.wall@cityvadnaisheights.com.

FOR THE PLANNING COMMISSION OF THE CITY OF VADNAIS HEIGHTS

Kevin P. Watson, City Administrator
Dated: September 4, 2019

Published one time in the Vadnais Heights Press on September 4, 2019.



WHITE BEAR TOWNSHIP
PUBLIC NOTICE

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

• Wetland Permit to Allow Filling & Mitigation pertaining to the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

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

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

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

BY ORDER OF THE TOWN BOARD OF SUPERVISORS
PATRICK CHRISTOPHERSON, Clerk-Treasurer
Published one time in the White Bear Press on September 4, 2019.

STATE OF MINNESOTA, RAMSEY COUNTY
SUMMONS WITH CHILDREN

TO ABDUSAMAD SANO USMAN, RESPONDENT
COURT FILE NO. 62-FA-19-1430

In Re: The Marriage of Makia Abdella and Abdusamad Sano Usman. Petitioner Makia Abdella has filed a lawsuit. A Summons is herewith served upon you. The object of this proceeding is a dissolution of the marriage relationship.

Published three times in the Vadnais Heights Press on September 4, 11 and 18, 2019.

STATE OF MINNESOTA
COUNTY OF RAMSEY
DISTRICT COURT
PROBATE DIVISION
SECOND JUDICIAL DISTRICT

COURT FILE NO.: 62-PR-19-531

NOTICE OF INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE AND NOTICE TO CREDITORS (INTESTATE)

In Re: Estate of Elizabeth A. Walters Decedent.

Notice is given that an Application for Informal Appointment of Personal Representative was filed with the Registrar. No Will has been presented for probate. The Registrar accepted the application and appointed Michelle R. Mendez, D.O., whose address is 12737 Michaels Landing Circle, Jacksonville, FL 32224, to serve as the personal representative of the Decedent's estate.

Any heir or other interested person may be entitled to appointment as personal representative or may object to the appointment of the personal representative. Any objection to the appointment of the personal representative must be filed with the Court, and any property filed objection will be heard by

the Court after notice is provided to interested persons of the date of hearing on the objection.

Unless objections are filed, and unless the Court orders otherwise, the personal representatives has the full power to administer the estate, including, after thirty (30) days from the issuance of letters of general administration, the power to sell, encumber, lease, or distribute any interest in real estate owned by the Decedent.

Notice is further given that, subject to Minn. Stat. §524.3-801, all creditors having claims against the Decedent's estate are required to present the claims to the personal representative or to the Court within four (4) months after the date of this notice or the claims will be barred.

Date: July 198, 2019
Joel Olson, Registrar
Michael Upton, Court Administrator
ANDREW, BRANSKY & POOLE, P.A.
Aaron R. Bransky MN# 226610
Attorney for Michelle R. Mendez, D.O.
302 West Superior Street, Suite 300
Telephone: 218-722-1764
Facsimile: 218-722-6137
E-mail: abransky@duluthlawfirm.com
Published two times in the White Bear Press on August 28 and September 4, 2019.

NOTICE OF MORTGAGE FORECLOSURE SALE
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: October 17, 2018
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$318,000.00
MORTGAGOR(S): Empire Financial LLC, RDS Investments Co. and Robert D. Stein

MORTGAGEE: Capital Lending Group, Inc.
DATE AND PLACE OF RECORDING: Recorded with the County Recorder in and for the County of Ramsey, State of Minnesota, on the 17th day of October, 2018, as Document No. 4731652

DATE AND PLACE OF REGISTRATION: Registered with the Registrar of Titles in and for the County of Ramsey, State of Minnesota, on the 17th day of October, 2018, as Document No. 2626044

ASSIGNMENTS OF MORTGAGE: Assigned to Minneapolis Property, LLC

LEGAL DESCRIPTION OF PROPERTY:
Parcel 1: Lot 5, Block 12, Nelson, Stevens and King's Addition (REGISTERED PROPERTY)

Parcel 2: The South ½ of Lot 1, Block 3, J.F. Eisenmenger's Addition to the City of St. Paul.

Parcel 3: The North 60 feet of Lot 3, Block 7, Beaupre and Kelly's Addition.

Parcel 4: Lot 1, Block 4, Joseph R. Weide's 2nd Addition.

Parcel 5: Lot 17, Block 4, Syndicate No. 3 Addition.

Parcel 6: Lot 4, Block 1, Skidmore's Addition, also known as "Skidmore and Cassedy's Addition".

PROPERTY ADDRESS:
154 King Street West, St. Paul, MN 55107; 1041 Park Street, St. Paul, MN 55117; 1150 Burr Street, St. Paul, MN 55130; 1293 Payne Avenue, St. Paul, MN 55130; 853 Lafond Avenue, St. Paul, MN 55104; and 572 Earl Street, St. Paul, MN 55106

COUNTY IN WHICH PROPERTY IS LOCATED: Ramsey

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$338,347.64

THAT there has been compliance with all pre-foreclosure requirements; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

THAT pursuant to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of Ramsey County as follows:

DATE AND TIME OF SALE: August 23, 2019, at 10:00 a.m.

PLACE OF SALE: Ramsey County Sheriff's Office, City Hall Annex, 25 West 4th Street, Suite 150, St. Paul, Minnesota, to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Dated: July 2, 2019
Minneapolis Property, LLC
Assignee of Mortgagee
HOELSCHER LAW FIRM, PLLC

By: /s/ Brian G. Hoelscher #0238752
Attorneys for Assignee of Mortgagee
13100 Wayzata Boulevard, Suite 100
Minnetonka, MN 55305
(952) 224-9551

FORECLOSURE DATA
Minn. Stat. Sec. 580.025

(1) the physical street address, city, and zip code of the mortgaged premises is 154 King Street West, St. Paul, MN 55107; 1041 Park Street, St. Paul, MN 55117; 1150 Burr Street, St. Paul, MN 55130; 1293 Payne Avenue, St. Paul, MN 55130; 853 Lafond Avenue, St. Paul, MN 55104; 572 Earl Street, St. Paul, MN 55106;

(2) the name of the transaction agent, residential mortgage servicer, and the lender or broker, as defined in section 58.02, if the person holding the mortgage is a transaction agent as defined in section 58.02, subdivision 30 are as follows: - not applicable, or the name of the residential mortgage servicer and the lender or broker, as defined in section 58.02, subdivision 30 are as follows: residential mortgage servicer - Superior Financing, Inc., lender or broker - Minneapolis Property, LLC;

(3) the tax parcel identification number of the mortgaged premises is: 342923220097, 302922230052; 342923220097; 202922430014; 352923120153; 352922130036;

(4) if stated on the mortgage, the transaction agent's mortgage identification number is: - not applicable;

(5) if stated on the mortgage, the name of the residential mortgage originator as defined in section 58.02 is: Capital Lending Group, Inc.

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for August 23, 2019, at 10:00 a.m. has been postponed to September 25, 2019, at 10:00 a.m. in the Ramsey County Sheriff's Office, City Hall Annex, 25 West 4th Street, Suite 150, St. Paul, Minnesota

Dated: August 23, 2019

Minneapolis Property, LLC
Assignee of Mortgagee
HOELSCHER LAW FIRM, PLLC
By: /s/ Brian G. Hoelscher #0238752
Attorneys for Assignee of Mortgagee
13100 Wayzata Boulevard, Suite 100
Minnetonka, MN 55305
(952) 224-9551
Published one time in the Vadnais Heights Press on September 4, 2019.

NOTICE OF MORTGAGE FORECLOSURE SALE
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: November 13, 2018
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$273,000.00
MORTGAGOR(S): Empire Financial LLC and RDS Investments Co.

MORTGAGEE: Capital Lending Group, Inc.
DATE AND PLACE OF RECORDING: Recorded with the County Recorder in and for the County of Ramsey, State of Minnesota, on the 13th day of November, 2018, as Document No. 4734779

DATE AND PLACE OF REGISTRATION: Registered with the Registrar of Titles in and for the County of Ramsey, State of Minnesota, on the 13th day of November, 2018, as Document No. 2627577

ASSIGNMENTS OF MORTGAGE: Assigned to Minneapolis Property, LLC

LEGAL DESCRIPTION OF PROPERTY:
Parcel 1: Lot 23, Block 2, Cloverdale. (REGISTERED PROPERTY)

Parcel 2: The West half of the East two-thirds of Lot 4, Block 19, Beaupre and Kelly's Addition to Saint Paul (REGISTERED PROPERTY) and the East 22 feet of the West One-third of Lot 4, Block 19, Beaupre and Kelly's Addition to Saint Paul.

Parcel 3: Lot 15, Dobner's Rearrangement of Block 2, Hamline Syndicate No. 1. (REGISTERED PROPERTY)

Parcel 4: Lot 16, Corrected Map of Smith's Subdivision of Block 3, Stinson's Division of the Northwest Quarter of Section 36, Township 29, Range 23.

Parcel 5: Lot 17, Block 11, Terry's Addition to the City of St. Paul.

Parcel 6: Lot 18, Block 11, Terry's Addition to the City of St. Paul.

Parcel 7: Lot 17, Block 4, Syndicate No. 3 Addition.

PROPERTY ADDRESS:
1091 Rose Avenue E, St. Paul, MN 55106; 378 Jessamine Avenue E, St. Paul, MN 55130; 1503 Van Buren Avenue, St. Paul, MN 55104; 678 Kent Street, St. Paul, MN 55103; 1021 Minnehaha Avenue E, St. Paul, MN 55106; 1025 Minnehaha Avenue E, St. Paul, MN 55106; and 853 Lafond Avenue, St. Paul, MN 55104

COUNTY IN WHICH PROPERTY IS LOCATED: Ramsey

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$247,827.36

THAT there has been compliance with all pre-foreclosure requirements; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

THAT pursuant to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of Ramsey County as follows:

DATE AND TIME OF SALE: August 23, 2019, at 10:00 a.m.

PLACE OF SALE: Ramsey County Sheriff's Office, City Hall Annex, 25 West 4th Street, Suite 150, St. Paul, Minnesota, to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Dated: July 2, 2019
Minneapolis Property, LLC
Assignee of Mortgagee
HOELSCHER LAW FIRM, PLLC

By: /s/ Brian G. Hoelscher #0238752
Attorneys for Assignee of Mortgagee
13100 Wayzata Boulevard, Suite 100
Minnetonka, MN 55305
(952) 224-9551

FORECLOSURE DATA
Minn. Stat. Sec. 580.025

(1) the physical street address, city, and zip code of the mortgaged premises is 1091 Rose Avenue E, St. Paul, MN 55106; 378 Jessamine Avenue E, St. Paul, MN 55130; 1503 Van Buren Avenue, St. Paul, MN 55104; 678 Kent Street, St. Paul, MN 55103; 1021 Minnehaha Avenue E, St. Paul, MN 55106; 1025 Minnehaha Avenue E, St. Paul, MN 55106; 853 Lafond Avenue, St. Paul, MN 55104;

(2) the name of the transaction agent, residential mortgage servicer, and the lender or broker, as defined in section 58.02, if the person holding the mortgage is a transaction agent as defined in section 58.02, subdivision 30 are as follows: - not applicable, or the name of the residential mortgage servicer and the lender or broker, as defined in section 58.02, subdivision 30 are as follows: residential mortgage servicer - Superior Financing, Inc., lender or broker - Minneapolis Property, LLC;

(3) the tax parcel identification number of the mortgaged premises is: 282922120135; 292922210135; 282922120135; 362923220040; 282922340074; 282922340075; 352923120153;

(4) if stated on the mortgage, the transaction agent's mortgage identification number is: - not applicable;

(5) if stated on the mortgage, the name of the residential mortgage originator as defined in section 58.02 is: Capital Lending Group, Inc.

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for August 23, 2019, at 10:00 a.m. has been postponed to September 25, 2019, at 10:00 a.m. in the Ramsey County Sheriff's Office, City Hall Annex, 25 West 4th Street, Suite 150, St. Paul, Minnesota

Dated: August 23, 2019
Minneapolis Property, LLC
Assignee of Mortgagee
HOELSCHER LAW FIRM, PLLC

By: /s/ Brian G. Hoelscher #0238752
Attorneys for Assignee of Mortgagee
13100 Wayzata Boulevard, Suite 100
Minnetonka, MN 55305
(952) 224-9551

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Dated: August 23, 2019
Minneapolis Property, LLC
Assignee of Mortgagee
HOELSCHER LAW FIRM, PLLC

By: /s/ Brian G. Hoelscher #0238752
Attorneys for Assignee of Mortgagee
13100 Wayzata Boulevard, Suite 100
Minnetonka, MN 55305
(952) 224-9551

FORECLOSURE DATA
Minn. Stat. Sec. 580.025

(1) the physical street address, city, and zip code of the mortgaged premises is 1091 Rose Avenue E, St. Paul, MN 55106; 378 Jessamine Avenue E, St. Paul, MN 55130; 1503 Van Buren Avenue, St. Paul, MN 55104; 678 Kent Street, St. Paul, MN 55103; 1021 Minnehaha Avenue E, St. Paul, MN 55106; 1025 Minnehaha Avenue E, St. Paul, MN 55106; 853 Lafond Avenue, St. Paul, MN 55104;

(2) the name of the transaction agent, residential mortgage servicer, and the lender or broker, as defined in section 58.02, if the person holding the mortgage is a transaction agent as defined in section 58.02, subdivision 30 are as follows: - not applicable, or the name of the residential mortgage servicer and the lender or broker, as defined in section 58.02, subdivision 30 are as follows: residential mortgage servicer - Superior Financing, Inc., lender or broker - Minneapolis Property, LLC;

(3) the tax parcel identification number of the mortgaged premises is: 282922120135; 292922210135; 282922120135; 362923220040; 282922340074; 282922340075; 352923120153;

(4) if stated on the mortgage, the transaction agent's mortgage identification number is: - not applicable;

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Dated: August 23, 2019
Minneapolis Property, LLC
Assignee of Mortgagee
HOELSCHER LAW FIRM, PLLC

By: /s/ Brian G. Hoelscher #0238752
Attorneys for Assignee of Mortgagee
13100 Wayzata Boulevard, Suite 100
Minnetonka, MN 55305
(952) 224-9551

Published one time in the Vadnais Heights Press on September 4, 2019.



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: wbt@whitebeartownship.org

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

September 5, 2019

Dear Interested Property Owner:

Enclosed please find a Public Notice regarding the request for a Wetland Permit in White Bear Township.

The SMC Corporation located at 5800/5858 Centerville Road, will be constructing a new 63,228 square foot office/manufacturing/warehouse building which will impact some of the wetlands located on the property requiring approval of a Wetland Permit. Any wetlands which will be filled must be replaced.

The Public Hearing on the matter has been scheduled for **Monday, September 16, 2019, at 7:00 p.m., at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.**

If you have any questions or concerns regarding this matter, please plan to attend the meeting or contact Tom Riedesel, Planner at 651.747.2761 or via email at tom.riedesel@whitebeartownship.org.

Sincerely,

Patti Walstad
Paralegal

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



recycled paper

CITY OF NORTH OAKS
100 VILLAGE CENTER DR, STE 230
NORTH OAKS MN 55127

Parcel ID: 043022130003

**RAYMOND R SIEBENALER TRUSTEE,
KAREN R SIEBENALER TRUSTEE**
5776 CENTERVILLE RD
WHITE BEAR TWSP MN 55110-6803

Parcel ID: 043022130012

SPECIALTY MFG CO
5858 CENTERVILLE RD
ST PAUL MN 55127-6804

Parcel ID: 043022240018

**WILKINSON LAKE HOMEOWNERS ASSN, C
O NORTH OAKS CO LLC**
5959 CENTERVILLE RD STE 200
NORTH OAKS MN 55127-6812

Parcel ID: 043022240019

NORTH OAKS COMPANY LLC
5959 CENTERVILLE RD UNIT 200
NORTH OAKS MN 55127-6812



Wetland Permit

A Wetland Permit is hereby given by the Town Board of the Town of White Bear to the SMC Corporation for wetland work to be done on property lying and being as follows:

Lot 1, Block 1, Specialty Manufacturing Second Addition
(5820 Centerville Road)

in accordance with the action taken at the September 16, 2019 Town Board meeting (see attached minutes).

The Public Hearing is continued in accordance with Section 9-9.3(a).(2) of Ordinance No. 35, to Monday, March 16, 2020, at 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota, at which time the Town Board will determine if the standards imposed by this Wetland Permit have been performed.

PATRICK CHRISTOPHERSON
Clerk-Treasurer
Town of White Bear



**Town Board Meeting
September 16, 2019**

Agenda Number: 8.A – New Business

Finance Officer Item:

Subject: 2020 Preliminary Tax Levy – Resolution Adopting the Preliminary Amount to be Raised by Property Taxes for the Year 2020

Documentation: Staff Memo / Resolution

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Adopt the

Resolution Adopting the Preliminary Amount to be Raised by Property Taxes for the Year 2020

Ruzek – Moves

McCune - Seconds

Consideration of Adopting Resolution Setting the 2020 Preliminary Tax Levy. (TK)

A. REFERENCE AND BACKGROUND:

The Township is required to certify its 2020 preliminary property tax levy to the County no later than September 30, 2019. This is the tax levy the County will use on the Truth-In-Taxation notices mailed in mid-November. Once the preliminary levy is certified to the County, the Town can lower the levy prior to final levy certification in December but the final levy cannot exceed the certified preliminary levy.

The Town residents approved a preliminary levy of \$4,300,621 at the Annual Town Meeting back in March. As staff has received budget requests from other agencies and adjusted other line item budgets, the proposed levy has been lowered to \$4,150,925. Therefore, staff recommends a 2020 preliminary levy of \$4,150,925 be certified.

A preliminary levy of \$4,150,925 when applied against the Town's tax capacity would give the Town a tax rate of 24.943%, which is lower than the final 2014 rate of 23.991% and 2013 rate of 25.246%. However, it is higher than both the final 2018 rate of 21.681% and the 2018 preliminary rate of 23.910%.

The attached resolution demonstrates how much the preliminary property tax levy is for fiscal disparities and general operations. If the resolution were not passed by September 30th the County would be required to certify the Town's 2019 property tax levy as its 2020 preliminary property tax levy.

- A1. **Budget Impact:** The passing of this resolution sets the maximum amount of taxes to be levied for 2020 to pay for operations and debt repayment.
- A2. **Staff Workload Impact:** There are no staff workload impacts for this item.

B. ALTERNATIVE ACTIONS:

- 1. Adopt the resolution as attached to set the 2020 preliminary tax levy.
- 2. Adopt a resolution for the 2020 preliminary tax levy by some other amount.
- 3. Do not adopt a resolution to set the 2020 preliminary tax levy.

C. STAFF RECOMMENDATION:

Staff recommends alternative #1 for the adoption of the resolution as attached to set the 2020 preliminary property tax levy.

D. SUPPORTING DATA:

Resolution adopting the 2020 preliminary property tax levy.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON SEPTEMBER 16, 2019

Pursuant to due call and notice thereof, a regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on September 16, 2019, at 7:00 o'clock p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION ADOPTING THE PRELIMINARY AMOUNT
TO BE RAISED BY PROPERTY TAXES FOR THE YEAR
2020**

WHEREAS, the Annual Town Meeting held on March 12, 2019, voted to raise by taxation an amount not to exceed \$4,300,621,

AND WHEREAS, at the Town Board meeting held on September 16, 2019, the Town Board voted to raise by taxation a preliminary property tax levy of \$4,150,925,

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

1. The preliminary amount to be raised by taxation of said Town in the year 2020 for Town purposes is as follows:

Property Tax	\$ 3,781,647
Fiscal Disparities	\$ 303,886
Debt Levy	\$ 65,392
Market Value Debt Levy	\$ <u>00</u>
Total Levy	\$ 4,150,925

2. That a certified copy of this Resolution be submitted to the Ramsey County Department of Property Taxation.



**Town Board Meeting
September 16, 2019**

Agenda Number: 8.B – New Business

Finance Officer Item:

Subject: 2020 Utility Rates - Approve

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Utility Commission & Finance Officer Review & Recommendation Approve the Utility Rate Changes as Outlined in the Attached Memo

**Minutes
Utility Commission Meeting
July 17, 2019**

UTILITY RATE CHANGES – DISCUSSION: The Town Finance Officer and Finance Analyst were present to discuss the projected utility rate changes. Kelly explained that every year he puts together the utility rate changes projecting future goals and expenses that come up. The Town Board wants the projected budget to cover 100% of the expenses and 75% of depreciation. With the implementation of the new meters, Kelly reduced water usage by 8%.

The sewer rates are based on water usage and separated by interior and exterior usage. Personnel and benefits, include staff wages and benefits, etc. increased those items by 7% as the union contract has a 2% cost of living increase on January 1st and 1 ½ on July 1st. It was noted that the budget projects health insurance increases by 7 to 15% each year. He used the Capital Improvement Plan to show the most recent funds available, explaining that the Town will use bonding for the next 10 years to pay for improvements listed in the pavement management plan. This is shown under “Estimated New Debt”.

There was discussion on the Sewer Fund and how the spreadsheet shows a little bit of a negative balance. Kelly explained that if there is a negative balance it will be balanced by 2020. As money goes out for repair and people pay their assessments for the sewer lining project in the next year or two for those repairs, the money will be replenished.

On page 28 the boxed areas are the proposed rates going forward. There was discussion on the reduced rate of 8%. There was discussion of the new water meters and whether or not the Town is confident that these meters will read the water rates more efficiently. It was the consensus that with the newer technology, these meters will read more efficiently, and therefore the 8% reduction is accurate, though the Town has enough cash to absorb any potential change in the new meter reading rates. A question was brought up of the stormwater fund spending \$360,000 annually including salaries of those working with stormwater. The Finance Officer explained that the Public Works department fills out the timesheets with which area they worked in and the funds for the salaries are pulled from those areas. It was noted that Public Works spends about 10% of its time on stormwater and it has increased in the last couple years.

There was discussion on the "no irrigation ban" because of last year's lawsuit.

Page 39 shows what residents will see on bills and there was some discussion on why high users' costs are going down while low users' costs are going up. It was the consensus that that should be reevaluated. Other than this item, it was the consensus that the proposed utility rate changes look good.

Fredericks recommended the Town Board to accept the Finance Officer's proposed utility rate plans. Bernstein seconded. Ayes all.

6B. Consideration of Utility Rate Increase. (TK)

Annually, the Utility Commission reviews the Town's utility rates. The goal of the Town's utility rates is to cover 100% of operation costs and 75% of depreciation. Cash balances of each fund may increase or decrease from one year to the next based on improvement projects funded by each fund. Attached are rate projections for the next ten years.

The following assumption were made in projecting the rates and funds cash flows:

- March 2018 through March 2019, water usage less 8% was used to estimate water consumption for the next year.
 - An 8% decrease in water usage was estimated for the water meter replacements, which should provide readings that are more accurate.
 - Current meters are reading high.
- Sewer rates based on January to March 2019, water usage less 8%.
- Personnel services, which includes wages and benefits, was increased 7%.
- Supplies and Other Services & Charges increased 3%.
- Improvements listed in the cash flow were provided from the Town's 2019 to 2028 Capital Improvement Plan (most current plan).
- Estimated new debt is the funds share of improvements estimated in the Town's 10-year pavement management plan and anticipates the Town issuing debt for these projects.
 - Debt payment is estimated using an estimated 2019 debt issue amount and adjusting amount based on project costs each year.
 - Changes in project costs and interest rates in future years will affect these projections.

Based on these assumptions, staff recommends the following rate changes on the following page:

A. REFERENCE AND BACKGROUND:

- A1. Budget Impact:** These utility rates will be used to estimate revenues in the utility funds for 2020.
- A2. Staff Workload Impact:** There is little staff time to input the new rates into the billing system and provide residents notice of the new rates.

CURRENT AND NEW (2020) UTILITY RATES

		WATER RATES				Proposed	
		2016	2017	2018	2019	2020	
		Gallons	Rate	Rate	Rate	Rate	
Base Rate			\$ 17.75	\$ 19.20	\$ 20.50	\$ 21.25	\$ 21.75
Volume Rate:							
Tier 1	0 - 20,000		\$ 1.95	\$ 2.01	\$ 2.25	\$ 2.35	\$ 2.35
Tier 2	20,001 - 32,000		\$ 2.15	\$ 2.21	\$ 2.45	\$ 2.60	\$ 2.60
Tier 3	32,001 - 44,000		\$ 2.57	\$ 2.76	\$ 3.10	\$ 3.38	\$ 3.40
Tier 4	44,001 +		\$ 3.86	\$ 4.14	\$ 4.60	\$ 5.75	\$ 6.00
Irrigation:							
Residential			\$ 2.57	\$ 2.76	\$ 3.10	\$ 3.38	\$ 3.40
Commercial			\$ 2.57	\$ 2.76	\$ 3.85	\$ 4.20	\$ 4.25
		SEWER RATES					
		Gallons	Rate	Current	Current	Proposed	Proposed
Base Rate:							
Residential *			\$ 46.00	\$ 48.38	\$ 50.80	\$ 51.00	\$ 52.00
Commercial			\$ 40.60	\$ 42.82	\$ 45.00	\$ 45.15	\$ 46.00
Volume Rate:							
Residential *			\$ 1.08	\$ 2.00	\$ 3.00	\$ 4.00	\$ 5.00
Commercial			\$ 2.50	\$ 5.00	\$ 7.50	\$ 10.00	\$ 12.50
* Residential base rate includes up to 5,000 gallons of usage. Any usage over 5,000 gallons will be billed \$4.00 per 1,000 gallons plus the base rate.							
		STORM WATER RATES					
		Gallons	Rate	Current	Current	Proposed	Proposed
Per Quarter			\$ 17.00	\$ 20.00	\$ 20.00	\$ 21.00	\$ 22.50

B. ALTERNATIVE ACTIONS:

1. Discuss fund projections and new rates and recommend the 2020 utility rates as proposed to the Town Board.
2. Discuss fund projections and new rates and recommend the 2020 utility rates and based on discussion ask staff to make changes to rates or projections and bring back to next Utility Commission Meeting.

D. SUPPORTING DATA:

Water, Sanitary Sewer, and Storm Water Utility Fund projections using the proposed rates, and estimated bill comparison.

WATER USAGE	12/2017 - 2/2018		3/2018 - 5/2018		6/2018 - 8/2018		9/2018 - 12/2018		1/2019 - 3/2019		Average		Total			
	# of Customers	Total Consumption	# of Customers	Total Consumption	# of Customers	Total Consumption	# of Customers	Total Consumption	# of Customers	Total Consumption	# of Customers	Total Consumption	% of Customers	Per Customer	# of Customers	Total Consumption
Residential	8%															
Gallons Used	4,173	36,874,813	3,660	35,104,656	3,148	29,929,555	3,426	35,010,134	4,033	38,005,059	3,567	34,512,346	72.5%	9,676	14,267	138,049,385
0 - 20,000	418	9,184,907	752	17,022,801	666	15,250,232	904	20,423,355	586	12,987,057	727	16,425,611	14.8%	22,594	2,908	65,702,445
20,001 - 32,000	69	2,122,585	199	6,664,531	318	10,955,943	268	9,204,186	81	2,736,987	216	7,990,912	4.4%	34,178	865	29,563,647
32,001 - 44,000	33	1,990,532	110	6,529,471	608	46,821,129	152	9,837,710	42	2,477,456	228	16,416,442	4.6%	72,002	912	65,665,766
over 44,001																
Totals	4,693	50,372,857	4,720	65,321,459	4,740	102,956,860	4,750	74,494,385	4,742	56,208,539	4,738	74,745,311	96.3%	15,776	18,952	298,981,243
Commercial																
Gallons Used	17	385,621	18	435,595	78	368,069	67	513,738	104	386,646	82	359,122	1.7%	4,366	329	1,436,486
0 - 20,000	3	99,543	15	526,101	12	297,375	24	560,995	9	208,152	16	375,529	0.3%	23,843	63	1,502,117
20,001 - 32,000	41	10,512,052	73	18,331,349	7	236,357	8	276,938	6	196,089	9	308,886	0.2%	34,321	36	1,235,545
32,001 - 44,000					94	39,202,678	91	27,628,445	44	12,723,174	76	24,471,412	1.5%	324,125	302	97,885,647
over 44,001																
Totals	154	11,289,406	186	19,661,078	191	40,104,480	190	28,780,177	169	13,514,060	183	25,514,949	3.7%	139,808	730	102,059,795
Grand Total	4,847	61,662,244	4,906	84,982,537	4,931	143,061,340	4,940	103,274,562	4,905	69,722,599	4,921	100,260,260	100.0%	20,376	19,682	401,041,038
Residential																
Gallons Used	3,980	40,954,014	4,116	40,510,339	2,712	29,705,844	3,667	37,584,214	4,173	40,081,318	3,667	36,970,429	74.5%	10,082	14,568	147,881,715
0 - 20,000	546	13,174,474	441	10,666,998	585	22,291,505	675	16,749,424	418	9,983,595	605	14,922,881	12.3%	24,676	2,419	59,691,522
20,001 - 32,000	82	2,949,682	78	2,899,020	385	14,299,215	222	8,184,060	59	2,524,549	189	6,976,711	3.8%	37,012	754	27,906,844
32,001 - 44,000	56	3,887,694	45	2,936,503	703	58,749,630	145	10,582,584	35	2,163,622	232	18,608,135	4.7%	80,381	916	74,432,539
over 44,001																
Totals	4,662	60,965,864	4,680	57,012,860	4,685	125,046,394	4,709	73,100,282	4,693	54,753,084	4,692	77,478,155	95.4%	16,514	18,767	309,912,620
Commercial																
Gallons Used	124	377,352	110	474,804	65	385,384	77	471,545	95	317,620	86	412,338	1.8%	4,781	345	1,649,353
0 - 20,000	11	285,026	13	328,728	11	288,957	13	318,357	17	419,153	14	338,799	0.3%	25,086	54	1,355,195
20,001 - 32,000	6	215,206	14	523,069	7	262,368	10	393,724	3	108,199	9	321,840	0.7%	37,864	34	1,287,360
32,001 - 44,000	40	11,432,430	46	12,345,780	102	50,500,913	87	26,299,279	41	11,426,122	69	25,143,024	1.4%	364,592	276	100,572,094
over 44,001																
Totals	181	12,310,014	183	13,672,381	185	51,437,622	187	27,482,905	154	12,271,094	177	26,216,001	3.6%	147,904	709	104,864,002
Grand Total	4,843	73,275,878	4,863	70,685,241	4,870	176,484,016	4,896	100,583,187	4,847	67,024,178	4,869	103,694,156	99.0%	21,297	19,476	414,776,622

WATER FUND (No Irrigation Ban)
Fixed (Flat) Rates

%	Increase	Fixed Expenses	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
			Actual	Actual	Budget	Projected									
107.00%		Personnel Services	\$258,389	\$266,621	\$287,968	\$308,125	\$329,694	\$352,773	\$377,467	\$403,890	\$432,162	\$462,413	\$494,782	\$529,417	\$566,476
103.00%		Supplies	11,586	11,818	12,400	12,772	13,155	13,550	13,956	14,375	14,806	15,250	15,708	16,179	16,665
103.00%		Other Services & Charges *	166,874	164,345	169,275	183,520	189,026	194,696	200,537	206,553	212,750	219,132	225,706	232,478	239,452
0.00%		Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0
100.00%		Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%		Debt Services	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%		Transfers	0	0	0	0	0	0	0	0	0	0	0	0	0
		Total Fixed Expenses	\$436,849	\$442,784	\$469,643	\$504,417	\$531,875	\$561,019	\$591,961	\$624,818	\$659,718	\$696,796	\$736,197	\$778,074	\$822,593
		Total Revenues	\$383,389	\$436,730	\$476,094	\$474,937	\$539,347	\$580,161	\$605,752	\$633,742	\$659,422	\$686,156	\$715,272	\$743,770	\$772,651
		Gain/(Loss)	(\$53,459)	(\$6,054)	\$6,451	(\$29,481)	\$7,472	\$19,142	\$13,791	\$8,974	(\$296)	(\$10,640)	(\$20,925)	(\$34,304)	(\$49,942)
		Quarterly Expenses	\$109,212.13	\$110,696.06	\$117,410.78	\$126,104.37	\$132,968.76	\$140,254.76	\$147,990.14	\$156,204.51	\$164,929.54	\$174,199.05	\$184,049.15	\$194,518.45	\$205,648.17
		Penalties	\$8,323.70	\$12,894.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00
2.00%		Interest Earnings	(\$4,310)	(\$1,763)	\$4,711	\$1,997	\$4,762	\$7,690	\$10,305	\$13,406	\$15,813	\$18,362	\$21,383	\$24,122	\$26,826
		Quarterly Expenses for Rates	\$105,198	\$99,565	\$101,450	\$112,858	\$116,957	\$121,314	\$126,435	\$131,548	\$137,867	\$144,587	\$151,416	\$159,146	\$167,573
3.00%		Flat (Base) Rate	\$19.20	\$20.50	\$21.25	\$21.75	\$24.50	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$31.05	\$31.98
		% of Revenue Residential	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
		# of Residential Customers	4,642	4,642	4,695	4,695	4,695	4,695	4,695	4,695	4,695	4,695	4,695	4,695	4,695
		% of Revenue Commercial	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
		# of Commercial Customers	141	141	155	155	155	155	155	155	155	155	155	155	155
		Revenue per Quarter	\$91,833.60	\$98,051.50	\$103,062.50	\$105,487.50	\$118,825.00	\$126,100.00	\$129,883.00	\$133,779.49	\$137,792.87	\$141,926.66	\$146,184.46	\$150,569.99	\$155,087.09

WATER FUND (No Irrigation Bar)
Volume (Usage) Rate

%	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Actual	Actual	Budget	Projected									
Increase, Volume Based													
107.00%	\$86,130	\$88,874	\$95,989	\$102,708	\$109,898	\$117,591	\$125,822	\$134,630	\$144,054	\$154,138	\$164,927	\$176,472	\$188,825
103.00%	171,138	190,293	209,000	215,270	221,728	228,380	235,231	242,288	249,557	257,044	264,755	272,698	280,879
103.00%	530,357	290,170	386,000	397,580	409,507	421,793	434,446	447,480	460,904	474,731	488,973	503,642	518,752
0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0
100.00%	306,255	308,832	333,750	337,500	341,250	345,000	348,750	352,500	356,250	360,000	363,750	367,500	371,250
0.00%	326,030	282,750	286,625	37,969	38,836	39,605	0	0	0	0	0	0	0
0.00%	0	0	0	663	3,379	6,264	8,875	12,552	17,951	22,085	26,141	30,120	34,012
0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fixed Expenses	\$1,419,910	\$1,160,919	\$1,311,364	\$1,091,690	\$1,124,599	\$1,158,633	\$1,193,125	\$1,189,450	\$1,228,716	\$1,267,998	\$1,308,547	\$1,350,432	\$1,393,718
Total Revenues	\$1,111,337	\$1,272,544	\$1,425,888	\$1,375,197	\$1,376,546	\$1,403,057	\$1,431,119	\$1,459,741	\$1,488,936	\$1,518,714	\$1,549,089	\$1,580,070	\$1,611,672
Gain/(Loss)	(\$308,573)	\$111,625	\$114,524	\$283,506	\$250,948	\$244,425	\$277,993	\$270,291	\$260,220	\$250,717	\$240,542	\$229,638	\$217,954
Quarterly Expenses	\$354,977.38	\$290,229.73	\$327,841.06	\$272,922.62	\$281,149.65	\$289,658.13	\$288,281.27	\$297,362.49	\$307,179.07	\$316,999.43	\$327,136.65	\$337,608.09	\$348,429.41
Volume (Usage) Rate													
Current Residential Rate													
1 - 20,000 gallons	2.01	2.25	2.35	2.35	2.40	2.44	2.49	2.54	2.59	2.65	2.70	2.75	2.81
20,001 - 32,000 gallons	2.21	2.45	2.60	2.60	2.64	2.69	2.74	2.80	2.85	2.91	2.97	3.03	3.09
32,001 - 44,000 gallons	2.76	3.10	3.38	3.40	3.43	3.50	3.57	3.64	3.71	3.78	3.86	3.94	4.02
44,001 + gallons	4.14	4.60	5.75	6.00	5.83	5.94	6.06	6.18	6.31	6.43	6.56	6.69	6.83
% of Revenue Commercial													
Current Commercial Rate													
1 - 20,000 gallons	2.01	2.25	2.40	2.40	2.45	2.50	2.55	2.60	2.65	2.70	2.76	2.81	2.87
20,001 - 32,000 gallons	2.21	2.45	2.64	2.65	2.69	2.75	2.80	2.86	2.91	2.97	3.03	3.09	3.16
32,001 - 44,000 gallons	2.76	3.10	3.43	3.45	3.50	3.57	3.64	3.71	3.79	3.86	3.94	4.02	4.10
44,001 + gallons	4.14	4.60	5.63	6.05	5.95	6.07	6.19	6.32	6.44	6.57	6.70	6.84	6.97
Revenue per Quarter	\$255,034.22	\$318,136.00	\$356,471.95	\$343,799.19	\$343,886.61	\$350,764.34	\$357,779.63	\$364,935.22	\$372,233.93	\$379,678.61	\$387,272.18	\$395,017.62	\$402,917.98

* Supplies include chemicals, other operating supplies, equipment repair parts, and street materials.
 ** Other Services & Charges include engineering, legal, misc professional services, gopher state locates, electricity, gas, and repair maintenance.
 2019 Improvements are for water meter replacement
 ** 2019 includes \$10,000 for irrigation enforcement.

SANITARY SEWER FUND
Fixed (Flat) Rates

%	Fixed Expenses	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
		Actual	Actual	Budget	Projected									
107.00%	Personnel Services	\$235,314	\$243,696	\$248,207	\$265,581	\$284,172	\$304,064	\$325,348	\$348,122	\$372,491	\$398,565	\$426,465	\$456,318	\$488,260
103.00%	Supplies	11,320	11,503	14,900	15,347	15,807	16,282	16,770	17,273	17,791	18,325	18,875	19,441	20,024
103.00%	Other Services & Charges	259,220	192,460	177,570	182,897	188,384	194,036	199,857	205,852	212,028	218,389	224,940	231,689	238,639
108.50%	M.C.E.S. Charges	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0
100.00%	Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	Debt Services	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	Estimated New Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	Transfers	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Fixed Expenses	\$505,854	\$447,659	\$440,677	\$463,825	\$488,363	\$514,381	\$541,975	\$571,248	\$602,310	\$635,279	\$670,280	\$707,447	\$746,923
	Total Revenues	\$930,234	\$992,370	\$1,135,616	\$1,152,014	\$1,182,400	\$1,215,070	\$1,246,198	\$1,281,041	\$1,316,860	\$1,353,665	\$1,391,478	\$1,433,154	\$1,475,887
	Gain/(Loss)	\$424,380	\$544,711	\$694,939	\$688,189	\$694,037	\$700,689	\$704,223	\$709,793	\$714,550	\$718,385	\$721,198	\$725,707	\$728,964
	Quarterly Expenses	126,464	111,915	110,169	115,956	122,091	128,595	135,494	142,812	150,578	158,820	167,570	176,862	186,731
	Penalties	6,708	13,676	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	Special Assessments Collections	0	0	105,000	97,350	94,513	91,676	88,840	86,003	83,166	80,329	77,492	77,492	77,492
2.00%	Interest Earnings	(19,067)	(30,950)	(6,190)	(1,664)	1,069	5,171	6,789	11,152	15,492	19,787	24,031	28,208	32,317
	Quarterly Expenses for Rates	145,531	129,189	116,359	117,620	121,022	123,424	128,704	131,660	135,086	139,033	143,539	148,653	154,413
	Flat (Base) Rate													
	Commercial/Industrial Rate	\$42.82	\$45.00	\$45.15	\$46.00	\$47.38	\$48.80	\$50.27	\$51.77	\$53.33	\$54.93	\$56.57	\$58.27	\$60.02
	Include 5,000 gals	\$5.40	\$15.00	\$20.00	\$25.00	\$31.25	\$32.81	\$34.45	\$36.18	\$37.98	\$39.88	\$41.88	\$43.97	\$46.17
	Residential Flat (Base) Rate	\$48.38	\$50.80	\$51.00	\$52.00	\$53.55	\$55.17	\$56.82	\$58.53	\$60.28	\$62.09	\$63.95	\$65.87	\$67.85
	% of Revenue Residential	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	# of Residential Customers	4,642	4,642	4,742	4,742	4,742	4,742	4,742	4,742	4,742	4,742	4,742	4,742	4,742
	% of Revenue Commercial	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	# of Commercial Customers	141	141	163	163	163	163	163	163	163	163	163	163	163
	Revenue per Quarter	\$230,617.58	\$242,153.96	\$249,201.45	\$254,082.00	\$261,704.46	\$269,555.59	\$277,642.26	\$285,971.53	\$294,550.68	\$303,387.20	\$312,488.81	\$321,863.48	\$331,519.38

SANITARY SEWER FUND
Volume (Usage) Rate

% Increase	2017 Actual	2018 Actual	2019 Budget	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
107.00%	Volume Based												
103.00%	\$78,438	\$81,232	\$82,736	\$88,527	\$94,724	\$101,355	\$108,449	\$116,041	\$124,164	\$132,855	\$142,155	\$152,106	\$162,753
103.00%	18,608	15,853	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598
107.00%	162,402	94,267	585,500	607,185	625,401	644,163	663,487	683,392	703,894	725,011	746,761	769,164	792,239
0.00%	0	0	848,236	907,613	971,145	1,039,126	1,111,864	1,189,695	1,272,974	1,362,082	1,457,427	1,559,447	1,668,609
0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0
100.00%	225,548	238,148	238,148	238,148	238,148	238,148	238,148	238,148	238,148	238,148	238,148	238,148	238,148
0.00%	55,760	55,127	56,663	55,763	57,036	58,167	59,262	60,322	61,354	62,354	63,322	64,262	65,182
0.00%	0	0	0	800	4,131	7,622	10,212	13,867	19,744	23,354	27,386	31,339	35,205
0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$1,380,289	\$1,389,581	\$1,840,283	\$1,923,786	\$2,017,108	\$2,115,898	\$2,160,299	\$2,270,125	\$2,388,275	\$2,512,197	\$2,643,547	\$2,782,824	\$2,930,552
	\$620,157	\$1,166,593	\$1,156,093	\$1,445,247	\$1,806,558	\$1,896,886	\$1,991,731	\$2,091,317	\$2,195,883	\$2,305,677	\$2,420,961	\$2,542,009	\$2,669,109
	(\$760,131)	(\$270,988)	(\$684,189)	(\$478,539)	(\$210,549)	(\$219,012)	(\$168,569)	(\$178,808)	(\$192,392)	(\$206,519)	(\$222,586)	(\$240,815)	(\$261,442)
	\$345,072	\$347,395	\$460,071	\$480,946	\$504,277	\$528,975	\$540,075	\$567,531	\$597,069	\$628,049	\$660,887	\$695,706	\$732,638
Volume (Usage) Rate													
Current Rate	\$2.00	\$3.00	\$4.00	\$5.00	\$6.25	\$6.56	\$6.89	\$7.24	\$7.60	\$7.98	\$8.38	\$8.79	\$9.23
% of Revenue Residential	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
# of Residential Gallons	37,755,864	37,755,864	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539	32,498,539
# of Residential Gallons per 1,000 Commercial/Industrial Rate	37,756	37,756	32,499	32,499	32,499	32,499	32,499	32,499	32,499	32,499	32,499	32,499	32,499
% of Revenue Commercial	55.00	\$7.50	\$10.00	\$12.50	\$15.63	\$16.41	\$17.23	\$18.09	\$18.99	\$19.94	\$20.94	\$21.99	\$23.09
# of Commercial Gallons	15,905,517	15,905,517	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949	25,514,949
# of Commercial Gallons per 1,000	15,906	15,906	15,906	15,906	15,906	15,906	15,906	15,906	15,906	15,906	15,906	15,906	15,906
Revenue per Quarter	\$155,039.31	\$232,558.97	\$289,049.33	\$361,311.66	\$451,639.57	\$474,221.55	\$497,932.63	\$522,829.26	\$548,970.72	\$576,419.26	\$605,740.22	\$635,502.23	\$667,777.34

* Supplies include chemicals, other operating supplies, equipment repair parts, and building repair supplies.
** Other Services & Charges include electricity and repair maintenance.

SANITARY SEWER FUND

Total

%	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Increase	Actual	Actual	Budget	Projected									
Total Expenses	\$313,752	\$324,927	\$330,942	\$354,108	\$378,895	\$405,418	\$433,797	\$464,163	\$496,655	\$531,421	\$568,620	\$608,423	\$651,013
103.00% Personnel Services	\$29,928	\$27,356	\$35,900	\$41,097	\$42,330	\$43,600	\$44,908	\$46,255	\$47,643	\$49,072	\$50,544	\$52,060	\$53,622
103.00% Other Services & Charges	\$421,622	\$286,727	\$767,070	\$790,082	\$813,785	\$838,198	\$863,344	\$889,244	\$915,922	\$943,399	\$971,701	\$1,000,852	\$1,030,878
108.50% M.C.E.S. Charges	\$839,533	\$904,954	\$848,236	\$907,613	\$971,145	\$1,039,126	\$1,111,864	\$1,189,695	\$1,272,974	\$1,362,082	\$1,457,427	\$1,559,447	\$1,668,609
0.00% M.C.E.S. Surcharge	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00% Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100.00% Depreciation	\$225,548	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148	\$238,148
0.00% Debt Services	\$55,760	\$55,127	\$56,663	\$55,763	\$57,036	\$58,167	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated New Debt Service	\$0	\$0	\$0	\$800	\$4,131	\$7,622	\$10,212	\$13,867	\$19,244	\$23,354	\$27,386	\$31,339	\$35,205
0.00% Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,886,143	\$1,837,240	\$2,280,959	\$2,387,611	\$2,505,471	\$2,630,279	\$2,702,274	\$2,841,373	\$2,990,585	\$3,147,476	\$3,313,827	\$3,490,271	\$3,677,475
Total Revenues	\$1,550,392	\$2,160,963	\$2,291,709	\$2,597,261	\$2,988,958	\$3,111,956	\$3,237,929	\$3,372,358	\$3,512,743	\$3,659,342	\$3,812,439	\$3,975,163	\$4,144,996
Gain/(Loss)	(\$335,751)	\$323,723	\$10,750	\$209,650	\$483,488	\$481,677	\$535,655	\$530,985	\$522,158	\$511,866	\$498,612	\$484,893	\$467,521
Beginning Cash Balance	\$1,363,565	(\$128,962)	(\$430,378)	(\$332,714)	\$213,850	\$1,034,251	\$1,357,842	\$2,230,411	\$3,098,310	\$3,957,382	\$4,806,162	\$5,641,687	\$6,463,493
Gain (Loss) From Volume	(760,131)	(220,988)	(684,189)	(478,539)	(210,549)	(219,012)	(168,569)	(178,808)	(192,392)	(206,519)	(222,586)	(240,815)	(261,442)
Gain (Loss) From Fixed	424,380	544,711	694,939	688,189	694,037	700,689	704,223	709,793	714,550	718,385	721,198	725,707	728,964
Depreciation	300,730	317,531	317,531	317,531	317,531	317,531	317,531	317,531	317,531	317,531	317,531	317,531	317,531
Less Improvements	(1,532,688)	(1,022,053)	(310,000)	(60,000)	(60,000)	(555,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)
Ending Cash	(128,962)	(430,378)	(332,714)	213,850	1,034,251	1,357,842	2,230,411	3,098,310	3,957,382	4,806,162	5,641,687	6,463,493	7,267,929

STORMWATER FUND

Improvements

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Actual	Actual	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Increase Volume Based	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00% Personnel Services	214	90	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344
103.00% Supplies *	8,550	8,413	65,000	66,950	68,859	71,027	73,158	75,353	77,613	79,942	82,340	84,810	87,355
0.00% Other Services & Charges **	222,596	22,154	305,000	215,000	255,000	305,000	330,000	340,000	305,000	305,000	305,000	305,000	305,000
0.00% Improvements	19,080	22,191	23,301	24,466	25,689	26,973	28,322	29,738	31,225	32,766	34,326	36,147	37,954
0.00% Depreciation	27,389	27,078	27,833	27,391	28,016	28,571	29,126	29,681	30,236	30,791	31,346	31,901	32,456
0.00% Debt Services	0	0	0	2,367	23,671	74,681	111,169	147,062	166,033	186,365	206,245	225,654	249,171
0.00% Estimated New Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00% Transfers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fixed Expenses	\$277,829	\$79,926	\$422,134	\$337,204	\$402,395	\$507,345	\$543,775	\$593,312	\$581,065	\$605,323	\$629,277	\$652,916	\$680,874
Total Revenues	\$368,279	\$280,558	\$296,114	\$292,650	\$507,417	\$323,139	\$339,940	\$357,699	\$376,499	\$396,241	\$417,074	\$439,058	\$462,258
Gain/(Loss)	\$90,449	\$200,632	(\$126,020)	(\$44,574)	(\$94,979)	(\$184,206)	(\$203,834)	(\$235,613)	(\$704,566)	(\$209,082)	(\$212,203)	(\$213,857)	(\$318,565)
Quarterly Expenses	\$69,457.29	\$19,981.50	\$105,533.39	\$84,300.89	\$100,598.81	\$126,836.32	\$135,943.64	\$148,328.04	\$145,266.35	\$151,330.72	\$157,318.34	\$163,228.96	\$170,205.91
Rate to Fund Improvements	\$10.72	\$5.72	\$6.11	\$5.17	\$5.43	\$5.70	\$5.98	\$6.28	\$6.60	\$6.99	\$7.27	\$7.64	\$8.02
Current Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
% of Revenue Residential	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395
# of Residential Customers	43,500	43,500	45,675	48,935	51,496	54,234	57,181	60,306	63,625	67,110	70,796	74,694	78,815
Commercial Customers	\$90,614.40	\$68,639.40	\$72,528.45	\$71,657.52	\$76,354.17	\$79,384.74	\$83,485.10	\$87,924.81	\$92,624.78	\$97,560.34	\$102,768.57	\$108,264.62	\$114,064.60
Revenue per Quarter													

* Supplies include chemicals, other operating supplies, equipment repair parts, and building repair supplies.
 ** Other Services & Charges include electricity and repair maintenance.

STORMWATER FUND
Operating

%	Fixed Expenses	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
		Actual	Actual	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
107.00%	Personnel Services	\$91,431	\$95,401	\$158,734	\$169,845	\$181,735	\$194,456	\$208,068	\$222,633	\$238,217	\$254,892	\$272,735	\$291,826	\$312,254
103.00%	Supplies	3,729	3,418	4,050	4,172	4,297	4,426	4,558	4,695	4,836	4,981	5,130	5,284	5,443
103.00%	Other Services & Charges	108,739	69,226	134,160	138,185	142,330	146,600	150,998	155,528	160,194	165,000	169,950	175,048	180,300
0.00%	Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0
100.00%	Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	Debt Services	0	0	0	0	0	0	0	0	0	0	0	0	0
0.00%	Transfers	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Fixed Expenses	\$203,899	\$168,045	\$296,944	\$312,202	\$328,362	\$345,482	\$363,624	\$382,856	\$403,247	\$424,873	\$447,815	\$472,159	\$497,996
	Total Revenues	\$203,899	\$261,989	\$270,481	\$312,202	\$328,362	\$345,482	\$363,624	\$382,856	\$403,247	\$424,873	\$447,815	\$472,159	\$497,996
	Gain/(Loss)	\$0	\$93,944	(\$26,463)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Quarterly Expenses	\$50,974.75	\$42,011.25	\$74,236.00	\$78,050.42	\$82,090.39	\$86,370.44	\$90,906.12	\$95,713.98	\$100,811.72	\$106,218.25	\$111,953.71	\$118,039.67	\$124,499.12
	Penalties	\$2,375.75	\$5,331.75	\$3,000.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00
2.00%	Interest Earnings	\$7,802	\$5,615	\$5,715	\$5,808	\$5,816	\$5,580	\$4,906	\$4,144	\$3,231	\$2,485	\$1,725	\$962	\$201
	Quarterly Expenses for Rates	\$40,797	\$31,064	\$65,521	\$70,493	\$74,525	\$79,041	\$84,250	\$89,820	\$95,830	\$101,984	\$108,478	\$115,328	\$122,548
	Rate to Fund Operations	\$9.28	\$14.28	\$14.89	\$17.33	\$18.25	\$19.24	\$20.31	\$21.44	\$22.65	\$23.93	\$25.28	\$26.70	\$28.22
	% of Revenue Residential	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	# of Residential Customers	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395	4,395
	Revenue per Quarter	\$40,785.60	\$62,760.60	\$65,441.55	\$76,161.04	\$80,199.01	\$84,538.04	\$89,242.08	\$94,240.59	\$99,566.35	\$105,159.60	\$111,084.84	\$117,361.74	\$124,011.33

Residential Bills	2016	2017	2018	2019	Proposed	
Residential Water Use	58,156,961	58,573,470	81,283,663	77,481,114	74,745,311	
# Customers	4,587	4,620	4,642	4,692	4,738	
Average Residential Water Use	12,679	12,678	17,510	16,513	15,776	
Quarterly Bill Based on Proposed Rates						
If used average water use:						% Change
Water Base Charge	\$17.75	\$19.20	\$20.50	\$21.25	\$21.75	
Water Usage Charge	\$24.72	\$25.48	\$39.40	\$38.81	\$37.07	
Sewer Base Charge	\$46.00	\$48.38	\$50.80	\$51.00	\$52.00	
Sewer Usage Charge	\$8.29	\$15.36	\$23.03	\$32.31	\$34.27	
Storm Water Charge	\$17.00	\$20.00	\$20.00	\$21.00	\$22.50	
Total Bill	\$113.76	\$128.42	\$153.73	\$164.36	\$167.59	1.96%
3,567 Accounts with 0 - 20,000 gallons used						
Average consumption 9,675 gallons						
Water Base Charge	\$17.75	\$19.20	\$20.50	\$21.25	\$21.75	
Water Usage Charge	\$20.07	\$20.69	\$23.16	\$23.69	\$22.74	
Sewer Base Charge	\$46.00	\$48.38	\$50.80	\$51.00	\$52.00	
Sewer Usage Charge (Average winter consumption)	\$5.51	\$10.20	\$15.30	\$18.41	\$22.12	
Storm Water Charge	\$17.00	\$20.00	\$20.00	\$21.00	\$22.50	
Total Bill	\$106.33	\$118.46	\$129.75	\$135.35	\$141.10	4.25%
727 Accounts with 20,001 - 32,000 gallons used						
Average consumption 22,594 gallons						
Water Base Charge	\$17.75	\$19.20	\$20.50	\$21.25	\$21.75	
Water Usage Charge	\$48.87	\$50.35	\$56.25	\$59.16	\$53.74	
Sewer Base Charge	\$46.00	\$48.38	\$50.80	\$51.00	\$52.00	
Sewer Usage Charge (Average winter consumption)	\$20.57	\$38.10	\$57.15	\$75.54	\$85.81	
Storm Water Charge	\$17.00	\$20.00	\$20.00	\$21.00	\$22.50	
Total Bill	\$150.19	\$176.03	\$204.70	\$227.94	\$235.81	3.45%
216 Accounts with over 32,001 - 44,000 gallons used						
Average consumption 34,217 gallons						
Water Base Charge	\$17.75	\$19.20	\$20.50	\$21.25	\$21.75	
Water Usage Charge	\$78.04	\$80.94	\$90.37	\$95.14	\$85.74	
Sewer Base Charge	\$46.00	\$48.38	\$50.80	\$51.00	\$52.00	
Sewer Usage Charge (Average winter consumption)	\$34.31	\$63.54	\$95.30	\$126.35	\$144.07	
Storm Water Charge	\$17.00	\$20.00	\$20.00	\$21.00	\$22.50	
Total Bill	\$193.10	\$232.06	\$276.98	\$314.74	\$326.06	3.60%
228 Accounts with over 44,001 gallons used						
Average consumption 72,002 gallons						
Water Base Charge	\$17.75	\$19.20	\$20.50	\$21.25	\$21.75	
Water Usage Charge	\$230.38	\$244.35	\$272.17	\$327.95	\$287.01	
Sewer Base Charge	\$46.00	\$48.38	\$50.80	\$51.00	\$52.00	
Sewer Usage Charge (Average winter consumption)	\$76.04	\$140.81	\$211.22	\$242.26	\$269.94	
Storm Water Charge	\$17.00	\$20.00	\$20.00	\$21.00	\$22.50	
Total Bill	\$387.17	\$472.74	\$574.69	\$663.46	\$653.20	-1.55%



**Town Board Meeting
September 16, 2019**

Agenda Number: 8.C – New Business

Town Engineer Item:

Subject: Well #5 Seepage Pond Improvement:

1. Receive Quotes.
2. Award Quote

Documentation: Town Engineer Correspondence w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

- 1) Receive Quotes
- 2) Award Quote to the Lowest Responsible Company, Jeanetta and Sons in the Amount of \$26,495.00
- 3) Authorize TKDA to Perform the Construction Observation Process & the MPCA Coordination Activities for an Amount not to Exceed \$2,750.00

Noting Funding from the Water Operating Fund

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

WELL #5 SEEPAGE POND IMPROVEMENT – AUTHORIZE PREPARATION OF PLANS & SPECIFICATION – AUTHORIZE ADVERTISEMENT FOR BIDS: The Town Engineer reported that the Public Works Director explained this agenda item at the Town Board Executive Meeting. The Town Engineer summarized the history of Well #5's seepage pond. It was constructed first in the 80's, but was updated (berms, outlets, structures, etc.) in 2016. Since then it has been performing well.

However, noting that Well #5 is the most active well, it has been over working the seepage pond as well. The seepage pond has collected sediment, filling up, and thus restricts infiltration and capacity.

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

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

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



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

September 12, 2019

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Seepage Pond Cleaning Award Bid & Authorize Inspection/MPCA
Well #5 Facility Seepage Pond
White Bear Township, Minnesota
TKDA Project No. 17127.009

Dear Board Members:

The Town Board authorized preparation of the Well #5 Seepage Pond Cleaning bid documents and design coordination with the MPCA of the activities and permitting process. The contractor will have the sediment tested and delivered to an appropriate disposal site. A copy of the site improvement plan is attached.

Quotes (attached) have been received for the Seepage Pond Cleaning:

Jeanetta and Sons	\$26,495.00
New Look Contracting	\$44,250.00
Engineer's Estimate	\$27,500.00

We recommend awarding a contract to Jeanetta and Sons in the amount of \$26,495.00. Testing of the material and sediment removal will begin quickly upon award of the contract. TKDA will perform the construction observation process and the MPCA coordination activities for an amount not to exceed \$2,750.00.

We will continue to work with the MPCA through each stage of their process.

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

Please let me know if you have additional questions.

Sincerely,

Jim Studenski, P.E.
Town Engineer

Attachments

Seepage Pond Improvements
 White Bear Township, Minnesota
 September 4, 2019

QUOTE PROPOSAL FOR						
WELL #5 FACILITY SEEPAGE POND IMPROVEMENTS						
WHITE BEAR TOWNSHIP, MINNESOTA						
TKDA PROJECT NO. 17127.009						
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	
1	MOBILIZATION	LS	1		7200 -	
2	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1		1600 -	
3	DEWATERING	LS	1		6000 -	
4	POND BASIN BOTTOM EXCAVATION & DISPOSAL	CY	110		11920 -	
5	SEEDING AND RESTORATION	LS	1		475 -	
TOTAL BASE QUOTE						26495.00

Jeannette J. Louis Eve
 Company
Joseph M. Jeannette
 By
651-779-0541
 Telephone
9-11-19
 Date

Seepage Pond Improvements
White Bear Township, Minnesota
September 4, 2019

QUOTE PROPOSAL FOR WELL #5 FACILITY SEEPAGE POND IMPROVEMENTS WHITE BEAR TOWNSHIP, MINNESOTA TKDA PROJECT NO. 17127.009					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	18,500.00	18,500.00
2	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	1,000.00	1,000.00
3	DEWATERING	LS	1	5,000.00	5,000.00
4	POND BASIN BOTTOM EXCAVATION & DISPOSAL	CY	110	125.00	13,750.00
5	SEEDING AND RESTORATION	LS	1	6,000.00	6,000.00
TOTAL BASE QUOTE			44,250.00		

New Look Contracting
Company


By

763-241-1596
Telephone

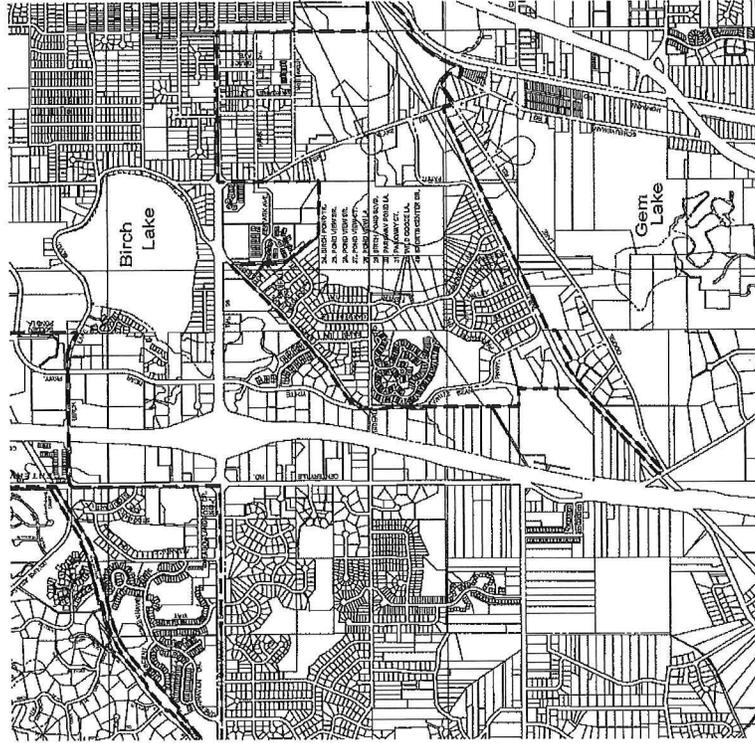
9/10/2019
Date

WELL NO. 5 SEEPAGE POND CLEANING

WHITE BEAR TOWNSHIP, MINNESOTA



SITE LOCATION MAP



PROJECT LOCATION
4295 OTTER LAKE ROAD
T30N, R22W
SECTION 22

GENERAL PROJECT NOTES

- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND UTILITIES BEFORE BEGINNING WORK. DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR AND SHALL BE SHOWN ON THE PLANS. DIMENSIONS MAY VARY FROM THOSE SHOWN ON THE PLANS DUE TO FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND UTILITIES BEFORE BEGINNING WORK.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND UTILITIES BEFORE BEGINNING WORK. DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR AND SHALL BE SHOWN ON THE PLANS. DIMENSIONS MAY VARY FROM THOSE SHOWN ON THE PLANS DUE TO FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND UTILITIES BEFORE BEGINNING WORK.
- OTHER STATE ONE CALL: 1-800-252-1164.
- THE 2011 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE'S STANDARD SPECIFICATIONS FOR ROAD AND ALL RELATED TO THE ROAD, BRIDGE, AND INFRASTRUCTURE AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE'S STANDARD SPECIFICATIONS FOR THE ASSOCIATION OF MINNESOTA, 2ND EDITION.

SHEET LIST

SHEET NO.	TITLE SHEET	DESCRIPTION
1	TITLE SHEET	SEEPAGE POND IMPROVEMENTS

PROJECT PERSONNEL

TOMAL ESKANDER
PROJECT MANAGER
PHONE: 952-232-4608
EMAIL: AMES.STUDIO@GMAIL.COM

AMY PATTERSON
WATER/WASTEWATER ENGINEER
PHONE: 952-232-4473
EMAIL: AMY.PATTERSON@PTD.COM



DESIGNED	AMF
DATE	DATE
BY	BY
CHECKED	AMF
DATE	DATE
BY	BY

444 Cedar Street, Suite 1550
Saint Paul, MN 55101
Tel: 612-291-4600
www.tkoa.com

PROJ. NO. 17127.009
DRAWING NO. 1

WELL NO. 5 SEEPAGE
POND CLEANING

TITLE SHEET

ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE FIELD. VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE FIELD. VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE FIELD. VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE FIELD.

SCOPE OF WORK

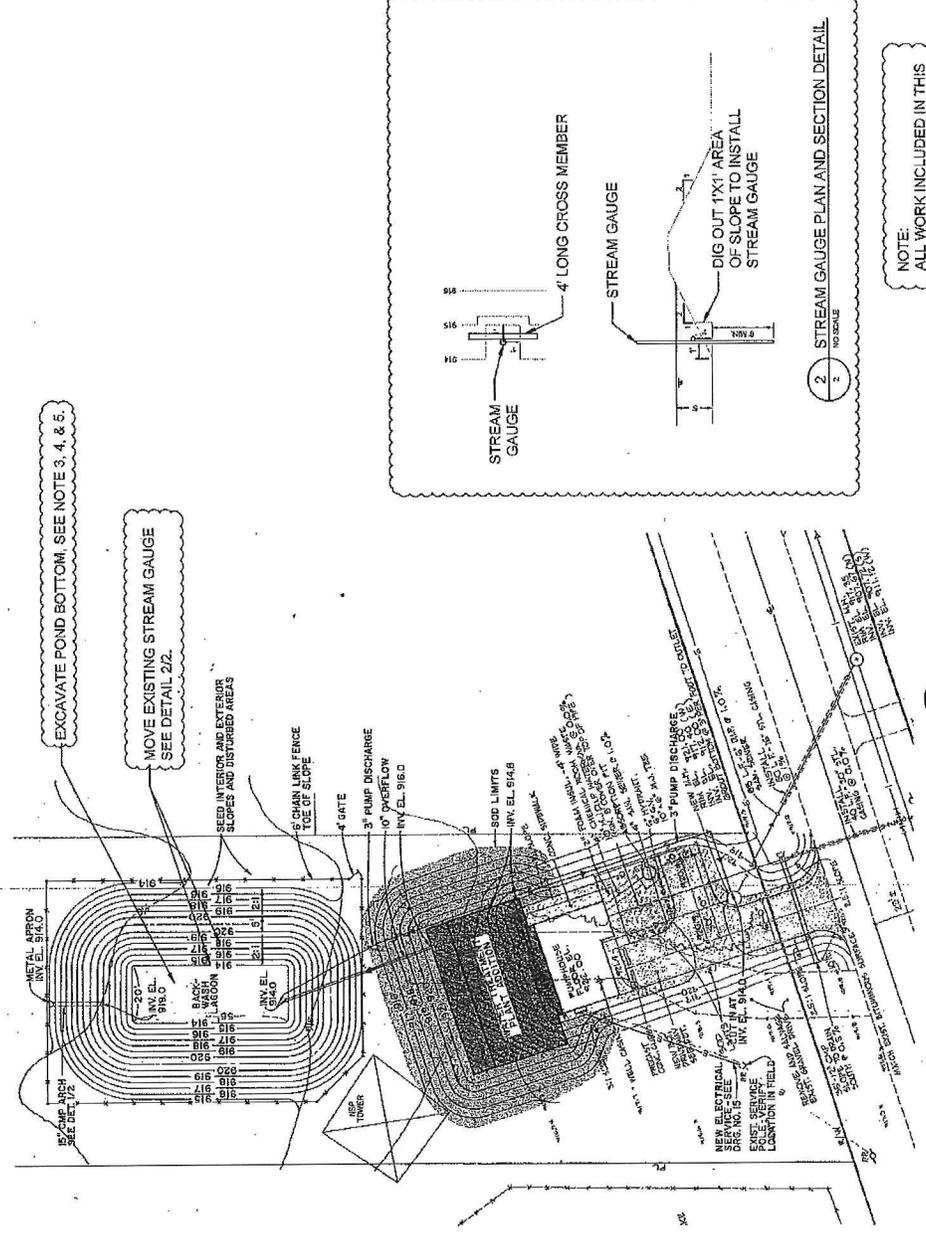
1. LOCATE & PROTECT EXISTING UTILITIES THROUGH GOPHER STATE ONE-CALL.
2. INSTALL ROCK CONSTRUCTION ENTRANCE.
3. EXCAVATE POND BASIN BOTTOM TO ELEV. 914.0. DISPOSE OF MATERIAL EXCAVATED FROM BASIN BOTTOM. GRADE TO A FLAT SURFACE.
4. ALL EXCAVATED MATERIAL SHALL BE DISPOSED IN ACCEPTABLE MANNER AND IN ACCORDANCE WITH LAWS, RULES, AND REGULATIONS OF JURISDICTIONS WITH AUTHORITY OVER THE DISPOSAL SITE.
5. TAKE A REPRESENTATIVE SAMPLE OF THE EXCAVATED MATERIAL TO BE TESTED IN ACCORDANCE TO MINNESOTA POLLUTION CONTROL AGENCIES "GUIDELINES-DISPOSAL METHODS FOR WATER FILTER BACKWASH SOLIDS" ISSUED MAY 2007; TO DISPOSE OF MATERIALS AT A LANDFILL.
 - 5.1. EXCAVATED MATERIAL MUST PASS THE PAINT FILTER TEST (I.E. IS A SOLID) TO BE ACCEPTED IN A LANDFILL.
 - 5.2. TEST AND COMPARE THE MATERIAL FOR THE ANALYTES AND STANDARDS LISTED IN THE LANDFILL'S INDUSTRIAL SOLID WASTE MANAGEMENT PLAN.
 - 5.3. FOR UNLINED LANDFILLS, RADIUM 226 (Ra) CONCENTRATION CANNOT EXCEED 30 pCi/g. FOR LINED LANDFILLS, Ra CONCENTRATIONS CANNOT EXCEED 30 pCi/g. IF RADIUM IN THE MATERIAL EXCEEDS THESE LIMITS ITS DISPOSAL MUST BE ARRANGED WITH THE MINNESOTA DEPARTMENT OF HEALTH'S RADIATION SECTION.
 - 5.4. IF THE TEST RESULTS ARE IN ALIGNMENT WITH THE LANDFILL'S INDUSTRIAL SOLID WASTE MANAGEMENT PLAN, THE MATERIAL MAY BE TAKEN TO A MFCA PERMITTED LANDFILL.
6. SUBMIT PROOF OF MATERIAL PASSING ALL MFCA REQUIREMENTS TO ENGINEER. ADDITIONALLY, PROVIDE DOCUMENTATION OF ANY HAZARDOUS WASTE BEING TURNED OVER TO A CERTIFIED HAZARDOUS WASTE COMPANY. DOCUMENTATION SHALL INCLUDE ALL TRACKING NUMBERS AND PROOF OF PROPER DISPOSAL.
7. PLACE 2" (MIN.) OF TOPSOIL AND SEED ALL DISTURBED AREAS (EXCEPT BASIN BOTTOM) WITH WINDOT SEED MIX 33-261 @ 35 LBS/ACRE.
8. MOVE EXISTING STREAM GAUGE. EXTEND GAUGE POST TO BURY POST 8-FEET DEEP. AT 1-FOOT INTO THE SLOPE, DIG OUT AROUND IT, AND INSTALL A 4-FOOT CROSS MEMBER AT 1-FOOT MARK FOR STABILIZATION.

STATEMENT OF ESTIMATED QUANTITIES

ITEM NO.	ITEM	UNIT	QUANTITY
1	INSTALLATION	LG	1
2	CONSTRUCTION ENTRANCE	LG	1
3	ROCK	LS	1
4	POUND EXCAVATION	CF	110
5	SEEDING AND RESTORATION	LS	1

ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS BY MEASUREMENT IN THE FIELD AND SIGN OFF.

DATE: 11/12/09
PROJECT: 17127.009
DRAWING NO.: 2



NOTE: ALL WORK INCLUDED IN THIS SCOPE IS INDICATED WITH REVISION CLOUD.

1. WELL NO. 5 SEEPAGE POND SCALE 1"=20'

WELL NO. 5 SEEPAGE POND CLEANING

SEEPAGE POND IMPROVEMENTS

444 Cedar Street, Suite 1600
Saint Paul, MN 55101
651.426.4600
Mba.com



DESIGNED: []
CHECKED: []
DATE: []

NO.	DATE	BY	DESCRIPTION OF REVISIONS

PROJECT DATE: April 11, 2010 - 1:39pm
DRAWING: K:\3\4\18\17127\17127009\01_CAD\02_Site\Site2 Seepage Pond Improvements.dwg



**Town Board Meeting
September 16, 2019**

Agenda Number: 8.D – 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 w/ attachments / Survey / Minor Subdivision Application

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Planning Commission & Staff Review & Recommendation Approve the Minor Subdivision Request for Northwoods Entertainment LLC, 1180 County Road J/Schwing America, 5900 Centerville Road to Allow Construction of a New Pylon Sign

**Minutes
Planning Commission Meeting
August 22, 2019**

NORTHWOODS ENTERTAINMENT LLC, 1180 COUNTY ROAD J / SCHWING AMERICA, 5900 CENTERVILLE ROAD – REQUEST FOR MINOR SUBDIVISION OF PROPERTY FOR CONSTRUCTION OF A NEW PYLON SIGN: The Town Planner summarized Northwoods' request. 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. Currently, the sign is located on the Schwing parcel, but with this minor subdivision, Northwoods would have the ability to construct a new sign.

The subdivision would allow the theatre to access and maintain their sign on their own property. Currently, Northwoods has an easement from Schwing, but it doesn't allow for maintenance of the sign. It was noted that the area between the theatre property and the freeway is primarily wetland.

Flann motioned to Approve the Minor Subdivision of the Property to Construct a New Pylon Sign. Kotilinek seconded. Ayes all.

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.

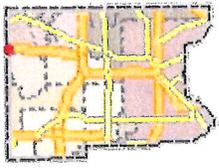
A legal description of the proposed subdivision must be provided.

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



NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

Legend

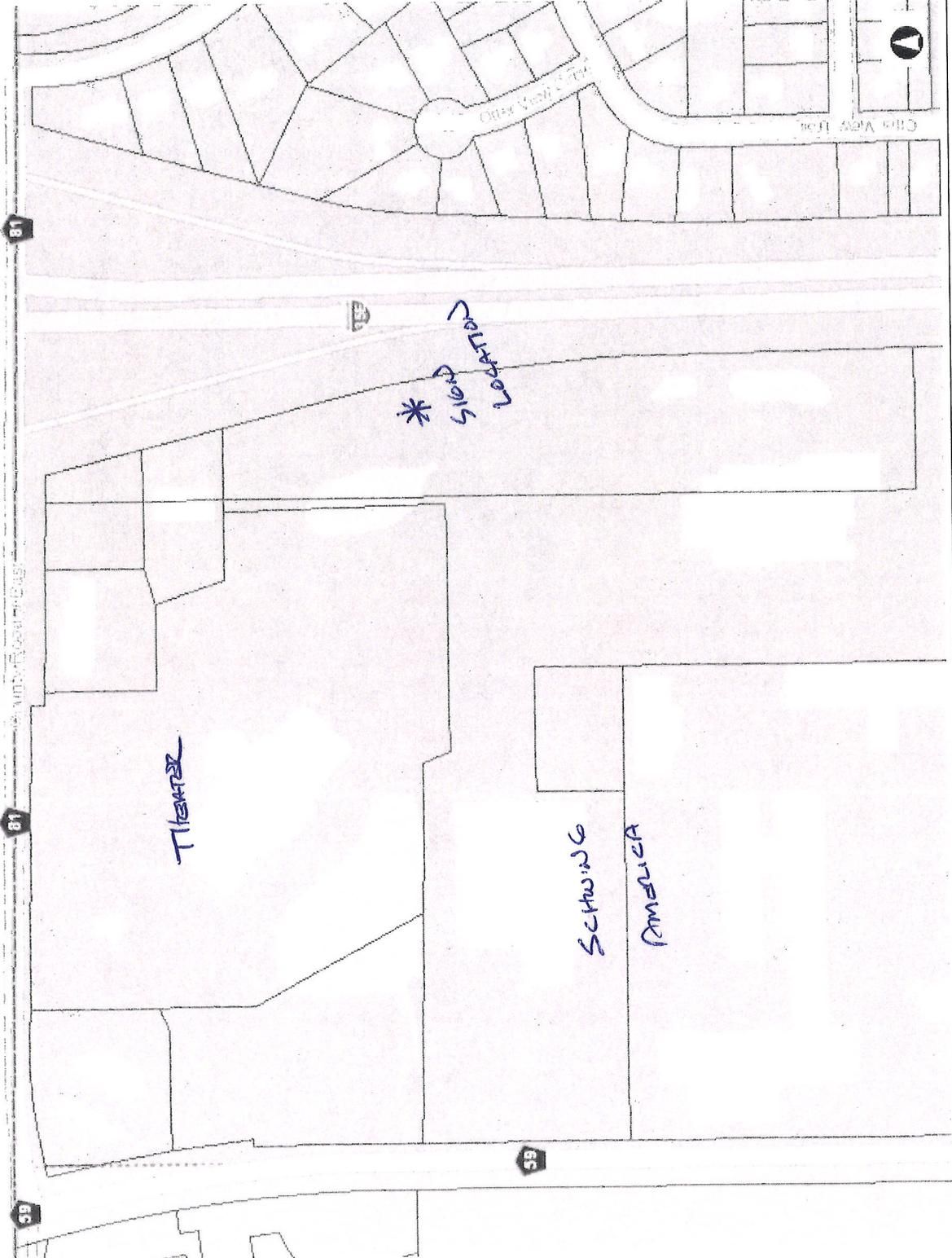


- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

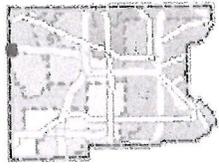
Notes

Enter Map Description

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



Legend



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

Notes

Enter Map Description

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

600.0 Feet

300.00

0



Tom Riedesel

From: Chris Becker <cbecker@emagine-entertainment.com>
Sent: Friday, August 30, 2019 11:14 AM
To: Tom Riedesel
Subject: FW: Acknowledgement of request.

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

Hey Tom,

See below acknowledgement from Schwing of the subdivision.

Regards,
Chris

From: Steven Strom [mailto:sstrom@cresa.com]
Sent: Thursday, August 29, 2019 6:27 PM
To: Chris Becker <cbecker@emagine-entertainment.com>
Subject: FW: Acknowledgement of request.

FYI

Steven Strom
Principal

cresa 

ssstrom@cresa.com
612.373.0297 direct
612.875.5995 mobile

920 Second Avenue South
Suite 900
Minneapolis, MN 55402
www.cresa-msp.com



From: Cuchetto, Rhonda <RCuchetto@schwing.com>
Sent: Thursday, August 29, 2019 5:15 PM
To: Steven Strom <ssstrom@cresa.com>
Subject: Acknowledgement of request.

Steve,

Schwing acknowledges that Northwoods Entertainment, LLC has submitted a minor subdivision application to White Bear Township requesting to subdivide a parcel owned by Schwing. As such, Schwing is a co-applicant in the application.

Kind regards,
Rhonda Cuchetto

Rhonda Cuchetto
Executive Assistant
Schwing America



Concrete Solutions to Build Our World

Direct: 651-653-2285

Mobile: 651-202-9924

MINOR SUBDIVISION

for ~ NORTHWOODS ENTERTAINMENT
 ~ of ~ 5900 Centerville Road
 White Bear Township, MN

PROPOSED LEGAL DESCRIPTIONS

PARCEL B

Lot 1, Block 1, SCHWING ADDITION, Ramsey County, Minnesota, EXCEPT

The part of Lot 1, Block 1, SCHWING ADDITION, Ramsey County, Minnesota, described as follows:

Beginning at the northeastern corner of said Lot 1; thence South 89 degrees 34 minutes 30 seconds West, assumed bearing along the most easterly line of Lot 2, Block 1, a distance of 187.51 feet to the most northerly line of said Lot 1, a distance of 445.40 feet; thence East along said easterly line, 40.01 feet; thence North 89 degrees 34 minutes 30 seconds East, 100.00 feet; thence North 89 degrees 34 minutes 30 seconds East, 330.42 feet; thence South 89 degrees 34 minutes 30 seconds West, 57.42 feet; thence North 89 degrees 34 minutes 30 seconds East, 165.28 feet; thence North 89 degrees 34 minutes 30 seconds East, 86.61 feet to the easterly line of said Lot 1; thence West to the point of beginning.

PARCEL A

That part of Lot 1, Block 1, SCHWING ADDITION, Ramsey County, Minnesota, described as follows:

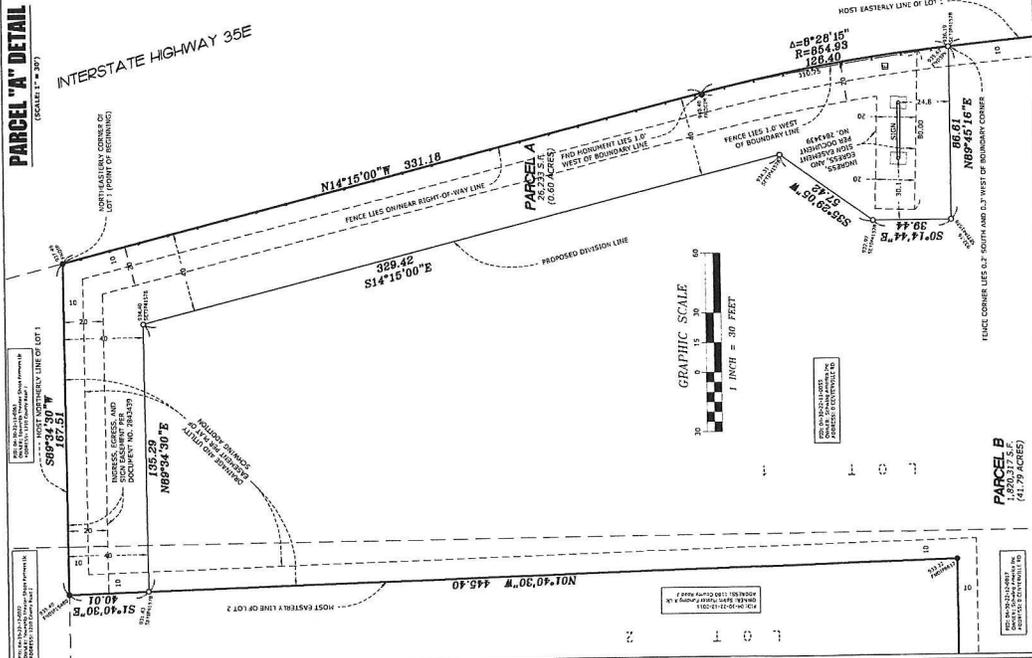
Beginning at the northeastern corner of said Lot 1; thence South 89 degrees 34 minutes 30 seconds West, assumed bearing along the most easterly line of Lot 2, Block 1, a distance of 187.51 feet to the most northerly line of said Lot 1, a distance of 445.40 feet; thence East along said easterly line, 40.01 feet; thence North 89 degrees 34 minutes 30 seconds East, 100.00 feet; thence North 89 degrees 34 minutes 30 seconds East, 330.42 feet; thence South 89 degrees 34 minutes 30 seconds West, 57.42 feet; thence North 89 degrees 34 minutes 30 seconds East, 165.28 feet; thence North 89 degrees 34 minutes 30 seconds East, 86.61 feet to the easterly line of said Lot 1; thence West to the point of beginning.

EXISTING LEGAL DESCRIPTION

Lot 1, Block 1, SCHWING ADDITION, Ramsey County, Minnesota, (THE ABOVE LEGAL DESCRIPTION IS COMPRISED OF 3 TAX PARCELS)

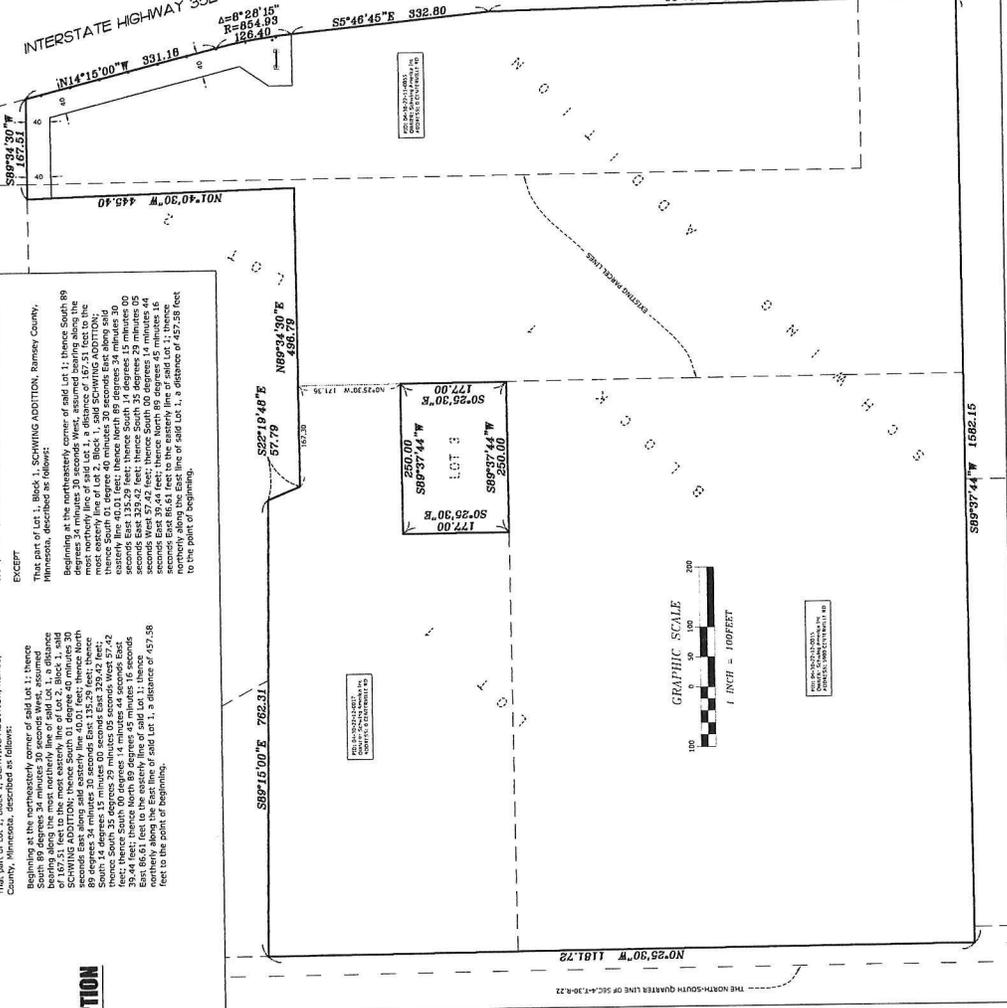
PARCEL "A" DETAIL

(SCALE 1" = 30')



OVERALL BOUNDARY DETAIL

(SCALE 1" = 300')



NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 09/09/15.
- Bearings shown are on Ramsey County datum.
- This survey was prepared without the presence of adjacent owners. No objections or circumstances may exist other than those shown hereon. Survey is current as of the date of this report. Current title commitment or an attorney's title opinion.

LEGEND

- DENOTES ADJACENT PARCEL FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ELECTRICAL BOX
- DENOTES FENCE
- DENOTES CONCRETE SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER MARKET-COURTY TAX INFORMATION)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JACOB E. RUD
 License No. 11578
 Date: 09/10/15

E.G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701
 www.egrud.com



**MINOR SUBDIVISION
APPLICATION FORM**

RECEIVED

AUG 02 2019

INTRODUCTION

TOWN OF WHITE BEAR

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) _____
(Cell) 248 840-3735

ADDRESS 6632 Telegraph Road #143
Bloomfield Hills, MI 48301

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 16, 2019**

Agenda Number: 8.E – New Business

Public Works Director Item:

Subject: Ballfield Groomer – Approve Purchase

Documentation: Public Works Staff Memo w/attachment

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Accept the Quote & Approve the Purchase of a 2019 ABI Force z23slt & Attachments in the Amount of \$27,801.00 With Funding from the Capital Equipment Fund

MEMORANDUM

Date: September 6, 2019
To: Town Board
From: G.T. Magnuson, Mechanic; Dale Reed, Public Works Director
Re: Ballfield Groomer

The Township has six (6) ballfields located at (3) different Parks. Ballfield preparation work, which includes dragging and chalking the field for games is currently contracted through the White Bear School District #624. Public Works staff also calls for them to come to assist in grooming after the Public Works cuts sod and adds new aglime. The ballfield preparation work has been contracted out since the early 2000's. This year's fee from the WBL #624 was \$9,500.00 for 4 months of ballfield preparation work (includes chalk and field drier). Public Works is considering transitioning in 2020 to staff preparing ballfields. We would be reducing/eliminating, dependence from the District #624 to groom and chalk lines as Public Works staff would be able to prepare the ballfields with the new ABI Force.

The ABI Force is a unique groomer/multi-use tool with many optional attachments (there are no other manufacturers with a comparable machine). Not only can it drag ball fields for daily preparation/maintenance, it has changeable tool attachments that can be used for cutting out material, aeration, edging, seeding and has the ability to be equipped with laser ready technology. In the future we could add the laser attachments to eliminate the need to hire a contractor to reestablish the proper grade on the ballfields. This machine would be used to maintain ball fields but could be used in the other parks for playground restoration, grooming the beach, sod preparation where the skid steer is too big and many more options. Staff visited the City of Chanhassen to demo the machine and were impressed with its abilities. Several other communities were called for references regarding the Force and shared that the machine has performed beyond expectations.

The proposed purchase is a 2019 ABI Force z23slt "laser ready" with attachments. ABI Attachments is the only supplier for the specified type of commercial ball field drag. The price is manufacturer direct for \$27,801.00, including freight charges.

The addition of the ball field groomer is identified for purchase in the 2019-2028 Capital Improvement Plan (CIP). The purchase would be funded by the Town's Capitol Equipment Fund.

Actions requested are to accept the quote and approve the purchase of a 2019 ABI Force z23slt and attachments for \$27,801.00 from ABI Attachments, Inc.



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO325571

ID #: 370646 GT Magnuson
Quote Date: 8/8/2019

Bill To

White Bear Township
GT Magnuson
1283 Hammond Rd
Saint Paul MN 55110
United States

Ship To

White Bear Township
GT Magnuson
1283 Hammond Rd
Saint Paul MN 55110
United States

Quote Details

Expires - End Of Month Quoted
Terms -
Quoted By - Jim Bradford

Notes:

Quantity	Items	Weight	Price	Amount
1	<p>10-99144 ABI Force z23silt "Laser Ready" w/Tweels ABI Force zero-turn vehicle (ZTV) - Model z23silt "Laser Ready": The patented ABI Force is a new class of outdoor work vehicle. This industry-first commercial-grade zero-turn vehicle, when optionally equipped, is built for world-class ballfield maintenance and renovation, turf care and installation, and precision laser grading work. The drivetrain features a powerful and fuel-efficient commercial-grade 23 hp (747cc) Kohler Command PRO EFI engine (eliminates carburetor), 2-stage cyclonic canister air filter (protects engine), and a commercial hydrostatic drive system that directly couples the drive pumps to the engine (eliminates belts). This machine additionally enables fingertip hydraulic command of the patented spring mid-mount pitch-&-lift system and rear-mount swivel-lift system. Both mid and rear systems are ready to be configured with a range of optional ABI designed attachments to meet specific requirements (multifunction rake included). The advanced hydraulics system additionally enables complete automated control of mid-mount attachments for zero-turn laser grading and grooming. Just add optional laser electronics and mounts! Ensure consistent world-class results with the z23silt speed-lock and depth-lock features. The z23silt is built upon a rugged tubular steel frame with removable, easy access service panels, large 24" Tweel rear tires, and 13" front air-filled casters. Commercial 24-Month Limited Chassis Warranty and 36-Month Unlimited Hour Engine Warranty (Customer assembly & uncrating required - Required attachments sold separately - EPA & CARB Compliant) Laser System Note: Electronic machine control, laser receiver, mounts, laser transmitter, and tripod sold separately. (Laser system additionally requires items: 10-90403, 10-10424, & 10-10422 plus ground-engaging attachments.)</p>	1,500	\$20,999.00	\$20,999.00
1	<p>10-90165 VibraFlex 5' Infield Drag (Model 3800) ABI's patent-pending VibraFlex attachment prepares infield surfaces with unmatched control and precision. The easily replaced u-pins are arranged in 4 staggered rows with 3/4" spacing between each pin. A complete set of 1/4" and 3/8" u-pins are provided. 1/4" pins are preinstalled. Change out pins based upon application and desired results. MODEL 3800 (60" wide mid-mount attachment)</p>	75	\$549.00	\$549.00
1	<p>10-90253 Profile Blades For Rascal MVP & Force (Set of 2) Profile Blades de-compact the infield and warning track surfaces and eliminate vegetation at the root level without up-ending the infield's profile during light renovation work. (5.5' Wide)</p>	36	\$229.00	\$229.00
1	<p>10-99029 Mini-Box Blade for ABI Force (Solid Edge) The solid edge Mini-Box Blade attaches to the multi-function rake at the mid-point of the ABI Force. With fingertip control of height and pitch from the powerful hydraulic and spring-loaded arms, users can quickly and effectively level the infield, remove loosened debris and rocks, and distribute conditioner around the field. (Solid Edge / 60" Mid-mount Attachment / Customer Assembly Required)</p>	90	\$329.00	\$329.00
1	<p>10-99137 6' Rigid Drag Mat w/ Level Bar (For z23s pivot-lift) The Rigid Drag Mat with leveling bar is an all-purpose attachment to level, smooth, and finish. This drag mat is 6' wide and 1.5' long and is designed to float material from high areas into low areas WITHOUT following small contours of the ground. This dragmat is custom designed to mount to the ABI Force z23s hydraulic pivot-lift system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)</p>	75	\$399.00	\$399.00
1	<p>10-99141 7' Fine Finish Broom (For z23s pivot-lift) The Fine Finish Broom creates the perfect finish in both high and low moisture conditions on well-maintained surfaces. This broom is 7' wide and offers 3 rows of replaceable bristles. This broom is custom designed to mount to the ABI Force z23s hydraulic pivot-lift system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)</p>	55	\$399.00	\$399.00
1	<p>10-99134 46" Plug Aerator System w/300 lbs. (For z23) The 46" plug aerator, mounted to hydraulic lift system, enables 115,000 sq. ft. per hour of aerating production. With hydraulic down-pressure and 300 lbs. of weights, this machine outperforms many dedicated aerators while achieving core depths up to 3 1/2" 4" x 8" tine pattern 3/4" round plug Up to 3 1/2" plug depth (Requires customer to swap out mid-mount system. This process takes approximately 30 minutes. - For ABI Force z23 models only)</p>	600	\$2,499.00	\$2,499.00
1	<p>10-99123 Removable Broadcast Spreader - 12V Electric (For z23) Holds 120 lbs. of material and has an adjustable spread pattern from 4 to 25 feet, adjustable flow, and side deflector. This commercial-grade and independently controlled electric spreader is ideal for precisely broadcasting nearly any type of seed, fertilizer, and even some infield surface conditioners. Quickly remove the spreader when not in use for greater visibility. 120lbs. Capacity Adjustable 4 - 25' Spread Pattern Side Deflector (For ABI Force z23 Only)</p>	125	\$1,599.00	\$1,599.00
1	<p>10-99136 Pro Edger System w/Cleanup Blade (For z23) Renovate the infield lip with this patented edger system. It mounts to the hydraulically controlled and patented mid-mount system for complete finger-tip control. The 18" disk cuts a vertical slit to create a turf edge while the sub-surface "clean up" blade cuts the roots horizontally for easy removal. A sight gauge on the front of the ABI Force assists in cutting clean lines and it features a radius offset to cut a clean outfield ark with ease. (Customer Assembly Required)</p>	150	\$799.00	\$799.00

Subtotal **\$27,801.00**

Shipping Cost \$804.69
Shipping Discounts (-) **(\$804.69)**
Shipping Due \$0.00
Tax Total (%) \$0.00

Total **\$27,801.00**

Total Savings: \$804.69



QO325571



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO325571

ID #: 370646 GT Magnuson
Quote Date: 8/8/2019

Freight Carrier: XPO - Confirmation #: BSQk83y6Arx (Not A Tracking #)

Freight Accessorials Ordered: - Limited Access -

Customer Support: Phone Support 877-788-7253, Mon-Fri, 9am-5pm EST or ABIsupport.com for product manuals, parts, and self-help.

Return Policy: Product(s) sold with limited warranty, standard return policy, and (when applicable) conditional money back guarantee. Review Details: abiattachments.com/abi-company/policies/return-policy/

Critical Delivery Responsibilities:

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessorials listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.

Thank you for your interest. All payments must be received in US dollars. Payment in full before shipment is required, unless approved for Net terms or financing through our partners. If sales or use taxes are not included on this quote, you may still be responsible to pay these taxes. Please consult with your tax advisor for any tax liabilities. Quote subject to management approval. This quote expires at the end of the month it was created.



QO325571



**Town Board Meeting
September 16, 2019**

Agenda Number: 8.F – New Business

Public Works Director Item:

Subject: Pick-Up #32 Replacement – Receive Bids & Approve Replacement

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation:

- 1) Receive the Quotes
- 2) Approve the Quote from Apple Autos in the amount of \$30,921.80 to Replace Pick-Up Truck #32 with Funding from the Capital Equipment Fund

MEMORANDUM

Date September 12, 2019

To: Town Board

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

Re: Replacement of #32 Pickup Truck

The 2019-2028 Capital Improvement Plan (CIP) includes replacement of #32, a 2002 Ford F-350 pickup truck. The Township's Capital Equipment fund has \$30,000.00 budgeted for its replacement. This pickup used daily to assist the maintenance staff (fulltime and seasonal staff) in performing routine Public Works maintenance activities such as transporting mowers, trash pickup, playground equipment maintenance, snow plowing, etc.... The proposed replacement is a 2020 Ford F250 4X4 pickup truck. Delivery of the replacement pickup will be in early 2020.

Vendor for Pickup	Manufacturer	Quote
Midway Ford Commercial	Ford	\$33,527.00
Tenvoorde Ford	Ford	\$31,175.00
Apple Autos	Ford	\$30,921.80

The Capital Equipment Fund will provide funding for the purchase.

Actions requested are to accept the quotes and approve the purchase of a 2020 F250 4X4 pickup truck from Apple Autos for \$30,921.80.

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

08/27/19 17:41:06

==>

Dealer: F58020

2020 F-SERIES SD

Page: 1 of 2

Order No: 9999 Priority: L3 Ord FIN: KF409 Order Type: 5B Price Level: 015

Ord PEP: 600A Cust/Flt Name: WHITE BEAR TO PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X2B	F250 4X4 S/C	\$38830	\$36888.00	TRAILER TOW PKG		
	148" WHEELBASE			17F XL DECOR PKG	NC	NC
Z1	OXFORD WHITE			18B PLAT RUNNING BD	445	405.00
A	VNYL 40/20/40			10000# GVWR PKG		
S	MEDIUM EARTH GR			425 50 STATE EMISS	NC	NC
600A	PREF EQUIP PKG			43C 110V/400W OUTLT	175	159.00
	.XL TRIM			47B 5NWPLW/CAMP PKG	245	223.00
572	.AIR CONDITIONER	NC	NC			
	.AMFM/MP3/CLK			TOTAL BASE AND OPTIONS	43795	40411.80
996	.6.2L EFI V8 ENG	NC	NC	TOTAL	43795	40411.80
44S	6-SPD AUTOMATIC	NC	NC	*THIS IS NOT AN INVOICE*		
TD8	.LT245 BSW AS 17			*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
X37	3.73 REG AXLE	NC	NC			
90L	PWR EQUIP GROUP	915	832.00	* MORE ORDER INFO NEXT PAGE *		
	JOB #1 BUILD					

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC09217

V1DP0064

2,6

Apple Auto

\$ 30,921.80

VIRT01DP

CNGP530

VEHICLE ORDER CONFIRMATION

08/27/19 17:41:34

=>

Dealer: F58020

2020 F-SERIES SD

Page: 2 of 2

Order No: 9999 Priority: L3 Ord FIN: KF409 Order Type: 5B Price Level: 015

Ord PEP: 600A Cust/Flt Name: WHITE BEAR TO PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
512 SPARE TIRE/WHL2	NC	NC	PRICED DORA	NC	NC
TELE TT MIR-PWR			DEST AND DELIV	1595	1595.00
592 ROOF CLEAR LGTS	95	87.00			
JACK			TOTAL BASE AND OPTIONS	43795	40411.80
615 SPLSH GRDS FRNT	130	118.00	TOTAL	43795	40411.80
62S SPLSH GRDS REAR	NC	NC	*THIS IS NOT AN INVOICE*		
67D 200 AMP ALTRNTR	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
794 PRICE CONCESSN					
REMARKS TRAILER					
85S TOUGH BED	595	542.00			
942 DAY RUNNING LTS	45	41.00			
96V XL VALUE PKG	725	660.00			
.CRUISE CONTROL					
SP FLT ACCT CR		(1161.00)			
FUEL CHARGE		22.80			

F1=Help F2=Return to Order F7=Prev
 F4=Submit F5=Add to Library F3/F12=Veh Ord Menu
 F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC09217

V1DP0064

2,6

Apple Auto

CNGP530

VEHICLE ORDER CONFIRMATION

09/06/19 13:45:31

==> Dealer: F58584

2020 F-SERIES SD

Page: 1 of 2

Order No: 1040 Priority: L3 Ord FIN: QS031 Order Type: 5B Price Level: 015

Ord Code: 600A Cust/Flt Name: WHITEBEAR PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X2B	F250 4X4 S/C	\$38830	\$36888.00	TRAILER TOW PKG		
	148" WHEELBASE			17F XL DECOR PKG	NC	NC
Z1	OXFORD WHITE			18B PLAT RUNNING BD	445	405.00
A	VNYL 40/20/40			10000# GVWR PKG		
S	MEDIUM EARTH GR			425 50 STATE EMISS	NC	NC
600A	PREF EQUIP PKG			43C 110V/400W OUTLT	175	159.00
	.XL TRIM			473 SNOW PLOW PKG	250	228.00
572	.AIR CONDITIONER	NC	NC	512 SPARE TIRE/WHL2	NC	NC
	.AMFM/MP3/CLK					
996	.6.2L EFI V8 ENG	NC	NC	TOTAL BASE AND OPTIONS	43800	38575.80
44S	6-SPD AUTOMATIC	NC	NC	TOTAL	43800	38575.80
TD8	.LT245 BSW AS 17			*THIS IS NOT AN INVOICE*		
X37	3.73 REG AXLE	NC	NC			
90L	PWR EQUIP GROUP	915	832.00	* MORE ORDER INFO NEXT PAGE *		
	JOB #1 BUILD				F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC09473

\$31,175

Tenvoorde Ford .

2020 same specs as 2019, this will have a production date the 3rd week in November.

CNGP530

VEHICLE ORDER CONFIRMATION

09/06/19 13:46:19

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Dealer: F58584

2020 F-SERIES SD

Page: 2 of 2

Order No: 1040 Priority: L3 Ord FIN: QS031 Order Type: 5B Price Level: 015

Ord Code: 600A Cust/Flt Name: WHITEBEAR PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
TELE TT MIR-PWR			DEST AND DELIV	\$1595 \$1595.00
592 ROOF CLEAR LGTS	95	87.00		
JACK			TOTAL BASE AND OPTIONS	43800 38575.80
61S SPLSH GRDS FRNT	130	118.00	TOTAL	43800 38575.80
62S SPLSH GRDS REAR	NC	NC	*THIS IS NOT AN INVOICE*	
67D 200 AMP ALTRNTR	NC	NC		
85S TOUGH BED	595	542.00		
942 DAY RUNNING LTS	45	41.00		
96V XL VALUE PKG	725	660.00		
.CRUISE CONTROL				
SP DLR ACCT ADJ		(1848.00)		
SP FLT ACCT CR		(1161.00)		
FUEL CHARGE		22.80		
B4A NET INV FLT OPT	NC	7.00		
PRICED DORA	NC	NC		

F7=Prev
F3/F12=Veh Ord Menu

F1=Help F2=Return to Order
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09473

Tenvoorde Ford .



Prepared by: Travis Swanson

09/05/2019

Midway Ford Company | 2777 N Snelling Roseville Minnesota | 551131796

2020 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 15

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
X2B	Base Vehicle Price (X2B)	\$38,830.00	\$36,888.00
Packages			
600A	Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i>	Included	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
X37	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
Wheels & Tires			
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included	Included
Seats & Seat Trim			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Travis Swanson

09/05/2019

Midway Ford Company | 2777 N Snelling Roseville Minnesota | 551131796

2020 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 15

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included	Included
Other Options			
148WB	148" Wheelbase	STD	STD
96V	XL Value Package <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control	\$725.00	\$660.00
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors <i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$915.00	\$832.00
18B	Platform Running Boards	\$445.00	\$405.00
592	LED Roof Clearance Lights	\$95.00	\$87.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00	\$542.00
PAINT	Monotone Paint Application	STD	STD
43C	110V/400W Outlet Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i> <i>Includes:</i> - 200 Amp Alternator	\$175.00	\$159.00
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>	Included	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Travis Swanson

09/05/2019

Midway Ford Company | 2777 N Snelling Roseville Minnesota | 551131796

2020 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 15

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
61S	Front Splash Guards/Mud Flaps (Pre-Installed) <i>Custom accessory.</i>	\$130.00	\$118.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed) <i>Custom accessory.</i>	N/C	N/C
Fleet Options			
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>	\$45.00	\$41.00
Emissions			
425	50-State Emissions System	STD	STD
Interior Colors			
AS_01	Medium Earth Gray	N/C	N/C
Primary Colors			
Z1_01	Oxford White	N/C	N/C
SUBTOTAL		\$41,955.00	\$39,732.00
Destination Charge		\$1,595.00	\$1,595.00
TOTAL		\$43,550.00	\$41,327.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Travis Swanson
09/05/2019

Midway Ford Company | 2777 N Snelling Roseville Minnesota | 551131796

2020 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 15

Pricing Summary - Single Vehicle

	MSRP	INVOICE
<i>Vehicle Pricing</i>		
Base Vehicle Price	\$38,830.00	\$36,888.00
Options & Colors	\$3,125.00	\$2,844.00
Upfitting	\$0.00	\$0.00
Fuel Charge	\$0.00	\$0.00
Destination Charge	\$1,595.00	\$1,595.00
Subtotal	\$43,550.00	\$41,327.00
<i>Pre-Tax Adjustments</i>		
Code	Description	
04020L	Government GPC	\$0.00
		-\$7,800.00
Total	\$43,550.00	\$33,527.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Town Board Meeting
September 16, 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