



# WHITE BEAR TOWNSHIP

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RAMSEY COUNTY  
MINNESOTA

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

## AGENDA TOWN BOARD MEETING NOVEMBER 18, 2019

1. **7:00 p.m.** Call to Order at Heritage Hall, 4200 Otter Lake Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of November 4, 2019 (Additions/Deletions).
5. **Consent Agenda:**
  - A. **Improvement 2020-1 Street Improvements** – Adopt Resolution Declaring Official Intent to Reimburse Expenditures.
  - B. **Park Board Recommendations** – Based on Park Board Review & Recommendations:
    - 1) Approve Independent Contractor Agreement for Township Day Between White Bear Township & Lisa Beecroft From November 1, 2019 to October 31, 2020;
    - 2) Change the Movies in the Park to the Third Saturday of the Month;
    - 3) Change the Date of Township Day to the Third Saturday in September.
  - C. **Local Surface Water Management Plan** – Based on the Approval Given by the RCWD & VLAWMO, the Town Hereby Adopts the Final Version of the Local Surface Water Management Plan.
  - D. **Monthly Financial Report** – Receive.
6. **Old Business:** None.
7. **Public Hearing:**
  - A. **Abatement of Nuisance @ 2105 Stillwater Street.**

### 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

- B. **Storm Water Pollution Prevention Program** – Annual Presentation of the Town's Program.

8. **New Business:**

**Building Inspector Item:**

- A. Construction Activity Report.

**Town Engineer Item:**

- B. **Lift Station #10 Rehabilitation** – Authorize Final Payment to Lametti & Sons.

**General Business:**

- C. **Audit Service Agreement** – Approve.
- D. **Compensation Agreement** - Approve.
- E. **Clerk-Treasurer Annual Performance Evaluation.**

- 9. **Added Agenda Items.**
- 10. **Open Time.**
- 11. **Receipt of Agenda Materials & Supplements.**
- 12. **Adjournment.**

**White Bear Township's**

**Mission:**

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



## **Town Board Meeting November 18, 2019**

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

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

Approval of November 18, 2019 Agenda  
Approval of Payment of Bills  
Approval of Minutes of November 4, 2019

**Documentation:** November 18, 2019 Agenda  
November 4, 2019 Minutes

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

Call meeting to order:	7:00 p.m.
Approval of Agenda:	November 18, 2019 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	November 4, 2019 Meeting

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

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

Present: Commissioners: Prudhon, Ruzek, McCune; Assistant Treasurer: Christopherson; Attorney: Lemmons; Town Financial Advisor: Tom Kelly; Town Engineers: Studenski and Poppler; Town Planner: Riedesel

Absent: Public Works Director: Reed, with notice

**APPROVAL OF AGENDA (Additions/Deletions):** Ruzek moved to approve the agenda as submitted with the addition of consent agenda 5J) Summit Inspection Services, Jim Manteufel – Receive retirement notice effective December 31, 2019; and agenda item 8H) Water Gremlin – Update. McCune seconded. Ayes all.

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

**APPROVAL OF MINUTES OF OCTOBER 21, 2019 (Additions/Deletions):** Ruzek moved to approve the minutes of October 21, 2019. McCune seconded. Ayes all.

**CONSENT AGENDA:** McCune moved to approve 5A) Resolution Certifying Delinquent Water Charges to County Auditor – Approve Resolution; 5B) Resolution Certifying Delinquent Sewer Charges to County Auditor – Approve Resolution; 5C) Resolution Certifying Delinquent Stormwater Charges to County Auditor – Approve Resolution; 5D) Resolution Certifying Delinquent Refuse Charges to County Auditor – Approve Resolution; 5E) Fast Before the Feast Tri-Fitness Race – In accordance with the Township’s Special Events Policy approve the 5K & 10K Tri-Fitness Fast Before the Feast Race on November 28, 2019 (Thanksgiving morning), beginning with registration at 6:30 a.m. & direct the Event Coordinator to work with Township staff regarding sign placement for the event; 5F) 3<sup>rd</sup> Quarter Financial Report – Receive; 5G) Well No. 4 & SCADA Improvements Design Basis – Authorize TKDA to prepare a design basis report & updated cost estimate for improvements & presentation to the Town Board in an amount not to exceed \$8,200.00 with funding from the Water Operating Fund; 5H) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve XcelEnergy permit to install underground gas service for the residence at 5427 Cottage Avenue which will require boring & open trenching; 5I) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve XcelEnergy permit to replace overhead electric service for the residence between 5238 – 5264 Bald Eagle Boulevard & at 5241 Beaver Street; 5J) Summit Inspection Services, Jim Manteufel – Receive retirement notice effective December 31, 2019. Ruzek seconded. Ayes all.

**TOWNSHIP PERSONNEL ITEMS: 1. REVIEW & ADOPT PROPOSED WHITE BEAR TOWNSHIP EMPLOYEE HANDBOOK & PERSONNEL POLICY(S) PER DIRECTION AT EXECUTIVE MEETING – 2. REVIEW & ADOPT PROPOSED ENHANCED POSITION POINTING SYSTEMS & WAGE SCALE:** The Town Clerk reported that this agenda item requires no financial impact, just the Town consciously reflecting on the personnel policy and planning to update regularly. Christopherson passed out an updated copy of the chart to the

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NOVEMBER 4, 2019**

Supervisors. The policy is in full compliance with state and federal requirements. It was noted that it is good this project is completed to ensure all understandings of expectations are clear going forward. It was noted that this document will be considered a living document and will therefore be updated regularly.

Ruzek moved to adopt Proposed White Bear Township Employee Handbook & Personnel Policy(s) per direction at the Executive meeting, based upon the premise that this is a living document and will be routinely edited. McCune seconded. Ayes all.

Ruzek moved to adopt Proposed Enhanced Position Pointing Systems & Wage Scale with the updated copy that was presented to the Board. McCune seconded. Ayes all.

**NORTH OAKS LLC – DEVELOPMENT DISCUSSION:** The Town Clerk reported that he'd like the two gentlemen Mark Houge and Gary Eagles to present the current discussion at the November Executive Town Board meeting including the topic of the demands on the Townships infrastructure. It was noted that there is a meeting among the community in regards to the North Oaks developments. It was also noted that the Town Engineer will meet with Eagles and Houge prior to the Executive meeting.

Ruzek moved to table agenda item 6B North Oaks LLC for the Executive Town Board meeting in November. McCune seconded. Ayes all.

**VACATION OF A DRAINAGE & UTILITY EASEMENT @ 4850 CONSTELLATION DRIVE & APPROVAL OF HOLD HARMLESS & INDEMNIFICATION AGREEMENT:** Ruzek moved to note proper publication of the hearing notice in the newspaper & waive reading of notice. McCune seconded. Ayes all. Ruzek moved to open the public hearing. McCune seconded. Ayes all.

The Town Planner gave a brief summary of this agenda item. At the October 7<sup>th</sup> Town Board meeting the Board approved the Permitted Use Standards Permit and a Variance from section 5-2.10 of Ordinance No. 87 to allow a reduced buffer due to some grading issues. Riedesel showed a map of the property and the gray area is where the watermain is located and Scannell is requesting Town approval to vacate the watermain at their expense. They are requesting placement of a new easement that would allow them to do so and then once it is finished a vacation from the easement they have not fulfilled. There was discussion timing wise. It was noted that due to the weather, they will work on this in the spring of 2020. The Town Attorney gave direction regarding the abstention from the main easement, and then a continuation of the public hearing once the project is finished and full completion within the Town's ordinances can be had.

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

Dan Selzer was present from Scannell to address this agenda item. He explained their desires to have an easement created that they could follow with this drainage pipe, and then in the

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spring the Board could see the job completed and the easement that will potentially be created, completed.

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

Ruzek moved based on staff review & recommendation to accept the new location of the drainage and utility easement at 4850 Constellation Drive. McCune seconded. Ayes all.  
Ruzek moved to continue this public hearing for the second meeting in July of 2020. McCune seconded. Ayes all.

**MET COUNCIL REPRESENTATIVE SUE VENTO – PRESENTATION:** Vento started by giving an introduction of her past job experience and how it relates to what she does for district 11 at the Met Council. She noted the committees she is on, like the 2040 Comp Plans, the Environmental Committee and the Audit Committee. She stated that she enjoyed getting to know the Township through the website and would like a chance to sit down and have an open discussion about the challenges the Town is facing. It was noted by a Supervisor that an Executive Town Board meeting would be a good place to start. The Town Clerk stated he could have discussion with Vento between 11 a.m. and 12 p.m. on the November 22<sup>nd</sup> Executive meeting. It was the consensus that she will be there.

**JOHN ALIPERTO, 1986 RIDGEWOOD AVENUE – REQUEST FOR MINOR SUBDIVISION:** The Town Planner introduced this agenda item that was approved by the Planning Commission at the October meeting. The 105' by 63' chunk of property next to the railroad tracks, Aliperto was told was his. Then he had gotten a letter stating it wasn't, so he just wants to buy the land he thought was his. It was noted by the Town Attorney that under conditions this land should be combined with the existing tax parcels so there aren't two separate ones.

Ruzek moved based on Planning Commission & staff review & recommendation approve the minor subdivision of the property at 1986 Ridgewood Avenue noting that they should be combined with the existing tax parcel number as noted on the survey. McCune seconded. Ayes all.

**ON-SITE GENERATOR: 1. RECEIVE QUOTES – 2. APPROVE PURCHASE & INSTALLATION:** The Town Clerk reported that he had requested at the last Town Board meeting to move discussion of this agenda item to the Town Board Executive meeting as staff are trying to cut the budget. But this agenda item was already budgeted for in 2019's budget and so staff is giving the go ahead for approval of purchase and installation.

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

Based on staff review & recommendation Ruzek moved to approve the purchase & installation of the Public Works on-site generator – Genset, from Kodiak Power Systems in the amount of \$47,326.00 with funding from the Capital Building Fund. McCune seconded. Ayes all.

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**IMPROVEMENT 2020-1 – STREET IMPROVEMENTS: 1. RECEIVE FEASIBILITY REPORT – 2. CALL PUBLIC HEARING – 3. AUTHORIZE PREPARATION OF PLANS AND SPECIFICATIONS:**

The Town Engineer reported that this plan is the first phase of the southeast area of the Township. Streets included in this plan are Lakewood Avenue (Co. Rd F East to South Shore Blvd), Ralph Street, Arbor Drive, Hillaire Road, Summit Lane, Forest Court, Glen Oaks Avenue, Homewood Avenue (Arbor Drive to South Shore Blvd). It was noted that most of these neighborhoods were built in 1962 and the majority of the streets are a 1.43 on the scale of 0 to 5, which is the lowest rating in the Township. All of these streets will be excavated and ground up to be used to replace the base of the roads. Curb and gutter will also be replaced. The majority of the streets will be widened to 28 feet in width.

The Engineer explained the results of the questionnaire that received 50% response. There were concerns with drainage issues, traffic, some for and some against the improvements. Right now the plan is set at \$3.05 million, but it may be possible to lower the cost depending on bids and other aspects. After the acceptance of the feasibility report, the next steps are a public hearing and preparing to bid sooner to get started earlier. There was discussion on the drainage of South Shore Blvd and the Engineer has been in contact with the County. There was discussion of catch basins and other drainage minimizing options.

Based on Town Engineer review & recommendation Ruzek moved to adopt a resolution receiving the report on Street Improvement 2020-1. McCune seconded. Ayes all.

Based on Town Engineer review & recommendation Ruzek moved to adopt a resolution calling for a public hearing on Improvement 2020-1 on December 16<sup>th</sup>, 2019. McCune seconded. Ayes all.

Based on Town Engineer review & recommendation Ruzek moved to adopt a resolution ordering preparation of plans & specifications in an amount not to exceed \$195,000.00 with funding from the Capital Improvement Fund for TKDA. McCune seconded. Ayes all.

**MUNICIPAL SERVICE CONTRACT – CITY OF GEM LAKE:** The Town Clerk reported that staff would like to reconsider discussing this agenda item with the present change in the memo. Staff wants to approach the communication a different way, so there needs to be a motion to table.

Ruzek motioned to table agenda item 8E) Municipal Service Contract – City of Gem Lake with a date to be determined. McCune seconded. Ayes all.

**PROBATIONARY PERIOD – NANCY RENARD, ACCOUNTING CLERK/ADMINISTRATIVE SECRETARY:** The Town Clerk reported that Renard has obtained all the objectives during the probationary period and staff would like the Town Board's approval to extend a full-time status offer to her. It was noted by a Supervisor that for future recommendations of employees, the Board would like to see memos from the Town's Finance Officer.

Based on Finance Officer review & recommendation Ruzek moved to approve Nancy Renard to regular full-time Accounting Clerk/Administrative Secretary. McCune seconded. Ayes all.

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**ELECTRICAL INSPECTION SERVICES RFP – APPROVE:** The Town Clerk reported that this agenda item was discussed at the October Executive Town Board meeting. The previous inspector worked for 40 years for the surrounding communities, including the Township. It was noted that there should be a change on the RFP from “landscaping” to “electrical”, and it was confirmed that the date of November 22, 2019 can still be met. It was also noted that staff should add a hold harmless clause near the “insurance policies limits” and add in additional name insured.

Ruzek moved to approve the Request for Proposal for Electrical Inspection Services. McCune seconded. Ayes all.

**WATER GREMLIN – UPDATE:** The Town Clerk reported that he has drawn up a letter based on the recent event going around the Township to help ease any concerns of residents in regards to lead levels. It was noted that it should be directly stated in the letter that there is absolutely no correlation between the lead levels found in any of the Township’s water. Water Gremlin has no impact on the Township in that regard. Furthermore, it was noted that the Township has achieved all health based guidelines for municipalities going back as far as 1999.

The letter is in the supplemental informational packet. There was a minor grammatical change made. It was noted that the hyperlinks will be spelled out for the printed copies. This letter will be released to *White Bear Press*, the Town’s website, etc.

**ADDED AGENDA ITEMS:** There were no added agenda items.

**OPEN TIME:** Ruzek wanted to note that November 5<sup>th</sup> is Election Day for most communities and all of the polling places are located on the Ramsey County website.

**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 8:17 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  
November 18, 2019**

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

**Subject: Improvement 2020-1 – Street Improvements – Adopt  
Resolution Declaring Official Intent to Reimburse Expenditures**

**Documentation: Resolution**

**Action / Motion for Consideration:**

Receive Information / Discuss

**Adopt Resolution Declaring Official Intent to Reimburse Expenditures**

**McCune – Moves**

**Ruzek – Second**

EXTRACT OF MINUTES OF A MEETING OF THE TOWN  
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,  
HELD ON NOVEMBER 18, 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 ins aid Town on November 18, 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 DECLARING OFFICIAL  
INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, WHEREAS, Federal regulations relating to tax-exempt bonds treat bond proceeds used to reimburse prior expenditures as expended only if certain requirements are met, including as to some expenditures, the requirement of declaring an official intent to reimburse,

AND WHEREAS, expenditures to be reimbursed have been paid and will continue to be paid by the Town of White Bear for various improvement projects initiated under Minnesota Statutes, Chapter 429, prior to the issuance of bonds to finance such improvements,

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

That the Town hereby declares is intent to reimburse expenditures for the improvement project listed below:

<b>Project Name</b>	<b>Reimbursement Amount</b>
Improvement 2020-1 Street Improvements	\$ 3,100,000.00

with proceeds of the bonds to be used by the Town in the maximum expected principal amount of \$3,100,000.00.





## Town Board Meeting November 18, 2019

**Agenda Number:** 5B – Consent Agenda

**Subject:** Park Board Recommendations – Based on Park Board Review & Recommendations:

- 1) Approve Independent Contractor Agreement for Township Day Between White Bear Township & Lisa Beecroft From November 1, 2019 to October 31, 2020;
- 2) Change the Movies in the Park to the Third Saturday of the Month;
- 3) Change the Date of Township Day to the Third Saturday in September.

**Documentation:** Beecroft E-mail & Contract

### Action / Motion for Consideration:

Receive Report / Discuss

Based on Park Board Review & Recommendations:

- 1) Approve Independent Contractor Agreement for Township Day Between White Bear Township & Lisa Beecroft From November 1, 2019 to October 31, 2020;
- 2) Change the Movies in the Park to the Third Saturday of the Month;
- 3) Change the Date of Township Day to the Third Saturday in September.

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Minutes  
Park Board Meeting  
October 17, 2019

**TOWNSHIP DAY – FOLLOW-UP:** Lisa Beecroft was present to discuss the 2020 contract she sent over and discuss plans for 2020 festivities such as Movie in the Park and Township Day. She liked the idea of starting the movies in May before school is out. This year, there

were 3 rainouts, which no one can control. She brought up the possibility of moving the movies and Township Day to the third Saturday of the month instead of the second. This would eliminate some conflicts in scheduling, for one Beecroft has a wedding, for some others the lions' run, Taste of White Bear will be on different weekends. She also noted that the June movie would be closer to Manitou Days, so there will be free publicity to a whole new crowd there. There were no objections to the third Saturday of the month.

**Sinclair motioned to change the Movies in the Park and Township Day from the second Saturday of the month to the third Saturday of the month. Lee seconded. Ayes all.**

Beecroft also explained her updated contract on pages 8-13, in which she extended for 12 months of work instead of having half of September through December 31<sup>st</sup> off and coming back in with a lot of work to do. This will even things out a bit. There is an increase in her wage to cover the cost of liability insurance, but no major change, a similar budget.

Beecroft mentioned attending Park Board meetings more regularly to keep Township Day plans flowing. At either the November or December meeting she stated she'll have a final budget, plan, and timeline. Before the end of the year she wants to get dates, musicians, sponsor and vendor forms all set up. Beecroft noted that she has recently joined the White Bear Area Chamber of Commerce and that they can help market the events for free too.

Regarding Beecroft's contract: it was noted that this is within the Town's budget, and there is reason for the increases. There was discussion of previous contractors.

**Sinclair motioned to recommend the Town Board approval of Beecroft's 2020 contract. Akenson seconded. Ayes all.**

## Tom Riedesel

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**From:** Lisa Beecroft <whitebeartownshipday@gmail.com>  
**Sent:** Thursday, October 10, 2019 8:55 AM  
**To:** Tom Riedesel  
**Subject:** 2020 Township Contract  
**Attachments:** WBTDay\_LogoB\_rgb 150x210.jpeg; ATT00001.htm; Township Day Contract Beecroft\_2020 DRAFT.docx; ATT00002.htm

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

Hi Tom,

I have updated and attached a draft of my contract for the 2020 season. Please note the following adjustments.

- I left Movies in the Park at 4 sessions. While we can never anticipate weather, it is nice to get the event started while school is still in session.
- I extended the contract to cover 12 months. Even though certain times of the year are busier than others, this will allow me to get an earlier start on some tasks as well as keep things moving year round.
- I combined payments for Township Day and Movies to make it easier for everyone. Instead of being paid separately for both events, I will instead receive one payment per month covering both services.
- I increased my total fee from \$8,400 to \$9,000. This is to cover the increased expense of providing liability insurance (with White Bear Township as an additional insured) as well as year-round access to my services year.

I will plan to attend the upcoming meeting to answer questions. Also, I have created a new Township Day gmail account to separate event emails from my business and personal accounts.

Thank you for the continued opportunity to work with White Bear Township!

Lisa Beecroft  
Event Director  
White Bear Township Day  
612-250-4991

**Independent Contractor Agreement  
Township Day**

This Independent Contractor Agreement (the "Agreement") is entered into by and between the Town of White Bear hereinafter ("Town"), a governmental political subdivision of the State of Minnesota with its principal place of business at 1281 Hammond Road, White Bear Township, Minnesota 55110, and Beecroft Marketing & Events LLC, hereinafter ("Beecroft"), an independent contractor residing at 4986 Campbell Avenue, White Bear Lake, Minnesota.

WHEREAS, the Town is desirous of contracting for the services of an Independent Contractor to coordinate the annual Township Day event and Movies in the Park in 2020,

WHEREAS, Beecroft desires to enter into an Independent Contractor Agreement for 2020 Township Day and Movies in the Park,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**1. Purpose of Contract.**

- a. Beecroft shall provide consultant services and serve as Director and coordinator of Township Day and Movies in the Park from November 1, 2019 to October 31, 2020.

**2. Term of Contract.**

- a. The term of the Contract shall start November 1, 2019 through October 31, 2020.

**3. Scope of Services.**

**Township Day:**

Beecroft agrees to perform services as stated below. Beecroft will also present all ideas to the Park Board for their consideration, and at the direction of the Town, Beecroft agrees to be responsible for the complete operation of Township Day, which includes, but is not limited to the following:

- Plan festival logistics and layout.
- Prepare and maintain an event plan, budget, and timeline (working with the Park Board).
- Procure and manage sponsorships.
- Sell and manage vendor spaces. Work with Ramsey County Health Department to ensure food vendors have proper licenses.

- Plan and hire entertainment (with Park Board approval) including fireworks, kid's activities, bands/sound, car show/bean bag tournament, petting zoo, Touch a Truck, etc. and any new activities.
- Coordinate participation with Township, Fire Department, and Ramsey County Sheriff, WB Historical Society, etc.
- Maintain records of contracts and contributors. Submit invoices for payment.
- Communicate event information and responsibilities to Board, vendors, sponsors, entertainers, etc.
- Plan and execute marketing plan (working with Park Board). Promote event via print, advertising, billboard, web calendars, and social media. Maintain content on event website.
- Schedule and coordinate event-day volunteers.
- Provide on-site event coordination the day of the event.
- Coordinate post-event follow-up and thank you notes. Prepare event summary and present to Park Board.

#### **Movies in the Park:**

Beecroft agrees to perform services as stated below. Beecroft will also present all ideas to the Park Board for their consideration, and at the direction of the Town, Beecroft agrees to be responsible for the complete operation of four monthly Movies in the Park which includes, but is not limited to the following:

- Book projection company and secure licensing for movies.
- Outreach to local organizations/student groups to schedule monthly Movie Hosts.
- Coordinate movie selection with Movie Hosts and present to the Park Board, with the final selection made by Beecroft with staff approval.
- Promote events via print, advertising, web calendars, and social media. Maintain content on event website.
- Act as lead contact for event, including being onsite at each movie for setup, movie, and teardown.
- Coordinate and communicate alternative arrangements in the event of inclement weather.

It is hereby understood that any contract with third parties for the matters set out in this Section 3 will not be effective until approved by the Town Board.

#### **4. Compensation.**

In consideration for the above-described services, the Town shall pay Beecroft a set fee of Nine Thousand (\$9,000.00) Dollars in the following installments:

- a. \$750.00 due on the first of each month from November 1, 2019 through October 1, 2020.

## 5. Independent Contractor Relationship.

- a. No Agency Relationship. Beecroft agrees to perform the services pursuant to this Agreement solely as an independent contractor. This Agreement does not create any actual or apparent agency, partnership, franchise, or employer and employee relationship between the parties. Beecroft is not authorized to enter into or commit the Town to any agreements and shall not represent or hold herself out as an employee agent with legal authority to bind the Town.
- b. No Benefits. Beecroft shall not be entitled to participate in any of the Town's employee benefits, including without limitation any health or retirement plans. Beecroft shall not be entitled to any remuneration, benefits, or expenses other than those specifically provided for in this Agreement.
- c. No Taxes. The Town shall not be liable for federal, state, and local taxes, workers' compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or any other taxes or withholding for or on behalf of Beecroft in performing the services under this Agreement. All such costs shall be the sole responsibility of Beecroft.

## 6. Proprietary Rights.

- a. Beecroft acknowledges that she has no right to or interest in her work or product resulting from the services performed hereunder, or any of the documents, reports, or other materials created by Beecroft in connection with said services, nor any right to or interest in any copyright herein. Beecroft acknowledges that the services and the products thereof have been specially commissioned or ordered by the Town as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Town is therefore to be deemed the author of and is the owner of all copyrights in and to such materials.
- b. In the event that the materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Independent Contractor hereby assigns to the Town any and all right, title and interest she may have in and to such materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the materials in any and all formats or media and all channels, whether now known or hereafter created. Beecroft expressly agrees to execute such instruments as the Town may from time to time deem necessary or desirable to evidence, establish, maintain and protect the Town's ownership and all other rights, title and interest therein.
- c. All proceeds or fees received by Beecroft relating to the operation of Township Day and/or Movie in the Park (including but not limited to, selling

of vendor space and procuring sponsorships) shall be the property of the Township.

**7. Non-Discrimination.**

- a. Beecroft agrees that during the life of the contract, Beecroft will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry, or sex, and will include a similar provision in all subcontracts entered into for the performance thereof. The contract may be cancelled or terminated by the Town and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this Paragraph. This paragraph is inserted in the Contract to comply with the provisions of Minnesota Statutes, 181.59.

**8. Indemnification.**

- a. Beecroft agrees to indemnify and hold harmless the Town, its agents, officers, and employees from any and all claims, causes or action, liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees, suits, demands and judgments of any nature because of bodily injury to or death of any person or persons and/or because of damages to property of Beecroft or others, including loss of use from any cause whatsoever, including copyright claims, which may be asserted against the Town on account of any act or omission, including negligence of Beecroft, or Beecroft's employees or agents in connection with Beecroft's performance of this Contract. Beecroft agrees to defend any action brought against the Town on any such matter, and to pay and satisfy any judgment entered thereof, together with all cost and expenses incurred in connection therewith. The Town shall in no way be liable for any claims or charges incurred by Beecroft in the performance of this Contract.
- b. The Town agrees to indemnify and hold harmless Beecroft, her agents, officers, and employees from any and all claims, causes or action, liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees, suits, demands and judgments of any nature because of bodily injury to or death of any person or persons and/or because of damages to property of the Town or others, including loss of use from any cause whatsoever, which may be asserted against Beecroft on account of any act or omission, including negligence of the Town, or the Town's employees or agents in connection with the Town's performance of this Contract. The Town agrees to defend any action brought against Beecroft on any such matter, and to pay and satisfy any judgment entered thereof, together with all cost and expenses incurred in connection therewith. Beecroft shall in no way be liable for any claims or charges incurred by the Town in the performance of this Contract.

**9. Insurance.**

Beecroft is required to obtain liability insurance for the Event. The Licensee agrees to obtain coverage in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 per incident. The Town shall be a named insured on said policy. Said policy shall be delivered to the Town at least seven (7) days prior to the Event and Town shall, at its sole discretion, have the right to require any amendments to the terms and coverages set forth in the insurance certificate.

**10. Termination.**

- a. It is understood the essence of this Contract is high quality service to those whom frequent Township Day. As such, if the Town determines that Beecroft is in breach of any provision of this Contract, written notice will be sent to Beecroft allowing her thirty (30) days to comply. Upon failure by Beecroft to comply with the Contract by the end of the thirty (30) day period, the Town will terminate the Contract and shall be released of its obligations.
- b. Upon any failure of Beecroft to fulfill any of the provisions of the Contract, the Town shall be authorized to hire services and equipment, or assign the Town employees and equipment, as may be necessary to do such work, and the cost of such expenses thereof may be charged and deducted from any monies due the Contract.

**11. Notice.**

- a. Except as otherwise herein provided, all notices required to be served by either party on the other, shall be placed in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follows:

To the Town:

Town of White Bear  
Clerk-Treasurer  
1281 Hammond Road  
White Bear Township MN 55110

To Beecroft:

Beecroft Marketing & Events LLC  
4986 Campbell Avenue  
White Bear Lake, MN 55110

**12. General Terms.**

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- b. Entire Agreement. This Agreement represents the entire Agreement between the parties and may not be amended, changed, or supplemented in any way except by written agreement signed by both parties.

- c. Severability. Should any provision of this Agreement be determined to be unenforceable or illegal, the validity of the remaining provisions shall not be affected.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Town of White Bear

By: \_\_\_\_\_  
ED M. PRUDHON, Chair

\_\_\_\_\_  
BEECROFT MARKETING & EVENTS LLC  
Independent Contractor

Attest:

By: \_\_\_\_\_  
PATRICK CHRISTOPHERSON,  
Clerk-Treasurer



**Town Board Meeting  
November 18, 2019**

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

**Subject:** **Local Surface Water Management Plan** – Based on the Approval Given by the RCWD & VLAWMO, the Town Hereby Adopts the Final Version of the Local Surface Water Management Plan

**Documentation:** Town Engineer Correspondence

**Action / Motion for Consideration:**

Receive Report / Discuss

Based on the Approval Given by the RCWD & VLAWMO, the Town Hereby Adopts the Final Version of the Local Surface Water Management Plan



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

November 6, 2019

Honorable Chairman and Town Board  
White Bear Township, Minnesota

RE: Local Surface Water Management Plan  
White Bear Township, Minnesota  
TKDA Project No. 16627.004

Dear Board Members:

The Township was required to update its Local Surface Water Management Plan as a part of the recent comprehensive plan update. The Town's last prepared Surface Water Management Plan was in February 2013. On February 21, 2018, the Board authorized TKDA to update the Plan. Dan Nesler of TKDA presented the Plan updates to the Board in 2018 and 2019.

The Town is included within two Watershed Management Organizations: Rice Creek Watershed District (RCWD) and Vadnais Lake Area Water Management Organization (VLAWMO). These two organizations take the primary role in surface water management with the Township. Both watersheds have reviewed and approved the updated Plan. The Met Council has also reviewed and accepted the Town's Plan update.

To meet the requirements of MN State Statute 103B.235, the Town Engineer requests that the Town Board now adopt the Plan.

A handwritten signature in black ink that reads "James E. Studenski".

Jim Studenski, PE  
Town Engineer

Attachments

# Local Surface Water Management Plan

2018 Update

White Bear Township, Minnesota



TKDA Project No. 16627.004

July 8, 2019



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

An employee-owned company promoting affirmative action and equal opportunity.

# Executive Summary

This Local Surface Water Management Plan will help to guide the protection and management of surface waters, ground water, and related natural resources in White Bear Township. The Plan was developed to meet the requirements of the State Statutes, the Metropolitan Council, and local watershed organizations. This Plan combines the Town's previous Surface Water Management Plan (2013) with more recent policy documents, plans and permits from various levels of government. The Plan incorporates the requirements of the Town's MS4 permit and Storm Water Pollution Prevention Plan, which have been approved by the Minnesota Pollution Control Agency (MPCA).

White Bear Township is in the watersheds of the Rice Creek Watershed District (RCWD) and the Vadnais Lake Area Water Management Organization (VLAWMO).

VLAWMO adopted its updated Watershed Management Plan in October 2017 and RCWD updated its plan in November 2016.

The Plan describes key land and water resources. Lakes, shoreland, and wetlands are significant features in the landscape. High quality natural areas are especially present in the many park and public lands within White Bear Township.

Because the Township is almost completely developed, much of the emphasis in the Local Surface Water Management Plan is on identification of existing issues and planning for redevelopment and retrofitting. The plan includes an inventory of surface waters and natural resources within the Township. Goals and policies provide guidance for decision-making by the Township. Water resource issues were identified in cooperation with the watershed organizations. The Plan concludes with implementation measures.



**Town Board Meeting  
November 18, 2019**

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

**Subject: Monthly Financial Report - Receive**

**Documentation: Report**

**Action / Motion for Consideration:**

Receive Report / Discuss

Receive Report

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

101-GENERAL FUND  
FINANCIAL SUMMARY

83.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
PROPERTY TAXES	3,403,055.00	0.00	1,847,187.00	54.28	1,555,868.00
LICENSES & PERMITS	187,200.00	14,601.20	157,377.57	84.07	29,822.43
INTERGOVERNMENTAL	200,516.00	0.00	126,220.84	62.95	74,295.16
CHARGES FOR SERVICES	135,425.00	24,709.82	157,570.89	116.35 (	22,145.89)
FINES & FORFEITS	16,000.00	0.00	6,806.39	42.54	9,193.61
MISC REVENUE	263,710.00	10,392.07	242,964.12	92.13	20,745.88
OTHER FINANCING SOURCES	<u>25,450.00</u>	<u>3,506.54</u>	<u>32,489.77</u>	<u>127.66 (</u>	<u>7,039.77)</u>
TOTAL REVENUES	<u>4,231,356.00</u>	<u>53,209.63</u>	<u>2,570,616.58</u>	<u>60.75</u>	<u>1,660,739.42</u>
<u>EXPENDITURE SUMMARY</u>					
BOARD OF SUPERVISORS	46,814.00	3,655.56	36,355.19	77.66	10,458.81
GENERAL GOVERNMENT	332,124.00	42,862.47	352,285.55	106.07 (	20,161.55)
RECYCLING	29,572.00	9,846.36	17,509.78	59.21	12,062.22
ELECTIONS	28,000.00	6,146.00	32,203.00	115.01 (	4,203.00)
ADMINISTRATION	310,209.00	29,800.26	283,871.07	91.51	26,337.93
COMMUNITY DEVELOPMENT	214,534.00	16,545.56	180,356.39	84.07	34,177.61
POLICE & ANIMAL CONTROL	1,078,493.00	4,950.12	632,618.19	58.66	445,874.81
FIRE PROTECTION	299,000.00	49,688.68	248,443.40	83.09	50,556.60
CODE ENFORCEMENT	197,294.00	15,689.71	164,577.33	83.42	32,716.67
ROAD & BRIDGE	633,734.00	32,808.31	511,783.03	80.76	121,950.97
PUBLIC WORKS	267,693.00	14,299.46	222,577.13	83.15	45,115.87
TOWN BUILDINGS	178,654.00	9,519.81	126,989.37	71.08	51,664.63
PARK MAINTENANCE	578,485.00	38,572.01	518,952.00	89.71	59,533.00
TOWNSHIP DAY	<u>36,750.00</u>	<u>3,844.90</u>	<u>36,582.95</u>	<u>99.55</u>	<u>167.05</u>
TOTAL EXPENDITURES	<u>4,231,356.00</u>	<u>278,229.21</u>	<u>3,365,104.38</u>	<u>79.53</u>	<u>866,251.62</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	225,019.58) (	794,487.80)		794,487.80



**Town Board Meeting  
November 4, 2019**

**Agenda Number: 6A – Old Business**

**Subject: None**

**Documentation:**

**Action / Motion for Consideration:**



**Town Board Meeting  
November 18, 2019**

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

**Subject: Abatement of Nuisance @ 2105 Stillwater Street**

**Documentation:** Public Notice / Resident Letter / Map  
Proof of Publication / Proposed Resolution Ordering  
Abatement of Nuisance Violations at 2105 Stillwater  
Street

**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 Staff Review & Recommendation

**Adopt Resolution Ordering Abatement of Nuisance Violations at  
2105 Stillwater Street**

**Ruzek – Moves**

**McCune – Seconds**

Noting that the Repairs Ordered to be Completed in the Resolution  
Must be Done Within 30 Days from the Date of the Service of the  
Resolution



## PUBLIC NOTICE

### NOTICE OF HEARING TO ORDER ABATEMENT OF NUISANCE VIOLATIONS IN THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

**NOTICE IS HEREBY GIVEN,** That the Town Board of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, November 18, 2019, at 7:00 p.m., to consider ordering abatement of the nuisance located in an area lying and being in the Town of White Bear, Ramsey County, Minnesota, described as follows:

Lot 16, Block 10, Town of Bald Eagle, Ramsey County, Minnesota

(2105 Stillwater Street)

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

Given under my hand this 21<sup>st</sup> day of October, 2019.

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**WHITE BEAR  
TOWNSHIP**

1858  
RAMSEY COUNTY  
MINNESOTA

1281 HAMMOND ROAD  
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: [wbt@whitebeartownship.org](mailto:wbt@whitebeartownship.org)

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

November 7, 2019

Lope Lopez  
3872 Elmwood Street  
St. Paul, Minnesota 55127

**Re: Public Notice – 2105 Stillwater Street Nuisance Property**

Dear Ms. Lopez:

Enclosed please find a **Notice of Hearing to Order Abatement of Nuisance Violations in the Town of White Bear, Ramsey County, Minnesota.**

Please note that the hearing is scheduled for Monday, November 18, 2019 at 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.

If you have any questions please contact Mike Johnson at 651.747.2750 or via e-mail at [mike.johnson@whitebeartownship.org](mailto:mike.johnson@whitebeartownship.org).

Sincerely,

Patti Walstad  
Paralegal

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



**WHITE BEAR  
TOWNSHIP**

1858  
RAMSEY COUNTY  
MINNESOTA

1281 HAMMOND ROAD  
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: [wbt@whitebeartownship.org](mailto:wbt@whitebeartownship.org)

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

November 7, 2019

Township Resident  
White Bear Township, Minnesota 55110

**Re: Nuisance Abatement Hearing – 2105 Stillwater Street**

Dear Interested Neighbor:

Enclosed please find a **Notice of Hearing to Order Abatement of Nuisance Violations in the Town of White Bear, Ramsey County, Minnesota.**

Please note that the hearing is scheduled for Monday, November 18, 2019 at 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.

If you have any questions please contact Mike Johnson at 651.747.2750 or via e-mail at [mike.johnson@whitebeartownship.org](mailto:mike.johnson@whitebeartownship.org).

Sincerely,

Patti Walstad  
Paralegal

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



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Parcel ID: 113022420042

**CESARIO LOPEZ, LUPE LOPEZ**  
3872 ELMWOOD ST  
SAINT PAUL MN 55127-7510

Parcel ID: 113022420048

**NICK VANBRUNT, JANE VANBRUNT**  
75-5608 HIENALOLI RD UNIT 20  
KAILUA KONA HI 96740-8810

Parcel ID: 113022410065

**SHARON J SHERMAN**  
5211 DIVISION ST N  
WHITE BEAR TOWNSHIP MN 55110-6519

Parcel ID: 113022420015

**EDUARDO CORTES, LISA C CORTES**  
5180 BEAVER ST  
WHITE BEAR LAKE MN 55110-6502

Parcel ID: 113022410068

**JESSE C MASLOSKI, JOANNA C MASLOSKI**  
9191 PRAIRIE SKY LN  
LONE TREE CO 80124-5208

Parcel ID: 113022420045

**JEFFREY WILSON, LYNN FARLEY**  
5213 BEAVER ST  
WHITE BEAR LAKE MN 55110-6538

Parcel ID: 113022410066

**IH2 PROPERTY ILLINOIS LP, C/O INVITATION  
HOMES TAX DEPT**  
1717 MAIN ST STE 2000  
DALLAS TX 75201-4657

Parcel ID: 113022420013

**JAMES K RYAN, BARBARA S RYAN**  
5210 BEAVER ST  
WHITE BEAR TOWN MN 55110-6539

Parcel ID: 113022420012

**WARD P NELSON, ALICE L NELSON**  
5220 BEAVER ST  
WHITE BEAR LAKE MN 55110-6539

Parcel ID: 113022420011

**SANDY K N AUNAN**  
5222 BEAVER ST  
WHITE BEAR TOWN MN 55110-6539

Parcel ID: 113022410067

**JERRY J KINNE, MARY E KINNE**  
5195 DIVISION ST N  
WHITE BEAR TOWN MN 55110-6519

Parcel ID: 113022420044

**ALLAN R ZABEL, POLLY J ZABEL**  
5197 BEAVER ST  
WHITE BEAR TOWN MN 55110-6503

Parcel ID: 113022420010

**JAMES J CUSHING**  
5230 BEAVER ST  
WHITE BEAR TOWN MN 55110-6539

Parcel ID: 113022420053

**TERRI A ANDREWS**  
2100 STILLWATER ST  
WHITE BEAR TOWN MN 55110-6540

Parcel ID: 113022420054

**WENDY L PETERSON**  
2090 STILLWATER ST  
WHITE BEAR LAKE MN 55110-6521

Parcel ID: 113022420043

**DAVID L JOHNSON**  
2111 STILLWATER ST  
WHITE BEAR TOWN MN 55110-6527

Parcel ID: 113022420047

**BJORN E NELSON, JENELLE E NELSON**  
5227 BEAVER ST  
WHITE BEAR LAKE MN 55110-6538

Parcel ID: 113022410064

**GERALDINE M BUTTERMORE, NORMAN P  
FRIBERG**  
5217 DIVISION AVE  
WHITE BEAR LAKE MN 55110-6519

Parcel ID: 113022420014

**NANCY G SIMMONS**  
5202 BEAVER ST  
WHITE BEAR LAKE MN 55110-6539

Parcel ID: 113022420041

**CHRISTOPHER M OSWALD, HOPE L  
PARSONS**  
2097 STILLWATER ST  
WHITE BEAR TOWNSHIP MN 55110-6528

Parcel ID: 113022420052

**KURT ALLEN WILL**  
2110 STILLWATER ST  
WHITE BEAR LAKE MN 55110-6540

Parcel ID: 113022410069

**MPLS ST PAUL S ST MARIE RY**  
105 S 5TH ST  
MINNEAPOLIS MN 55402-6401

Parcel ID: 113022420049

**MPLS ST PAUL S ST MARIE RY**  
501 MARQUETTE AVE S  
MINNEAPOLIS MN 55402-1201

Parcel ID: 113022420051

**RICHARD G ANDERSON, ELAINE M  
ANDERSON**  
2116 STILLWATER STREET  
WHITE BEAR LAKE MN 55110-6540

Parcel ID: 113022430001

**TOWN OF WHITE BEAR**  
1281 HAMMOND ROAD  
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022420050

**DENNIS J ACKERLEY, KARIE A ACKERLEY**  
2126 STILLWATER ST  
ST PAUL MN 55110-6540

Parcel ID: 113022420055

**COLLEEN M PAYETTE**  
2082 STILLWATER ST  
WHITE BEAR TOWNSHIP MN 55110-6521

Parcel ID: 113022420056

**DANIEL T ZUGSCHWERT, DANIELLE K  
ZUGSCHWERT**  
2074 STILLWATER ST  
WHITE BEAR TOWNSHIP MN 55110-6521

Parcel ID: 113022430022

**TOWN OF WHITE BEAR**  
1281 HAMMOND RD  
WHITE BEAR TOWN MN 55110-5898

Parcel ID: 113022420066

**KATHRYN A JOHNSON, STUART M  
JOHNSON**  
2089 STILLWATER ST  
WHITE BEAR LAKE MN 55110-6528



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Parcel ID: 113022420038

**GARY M PETERSON**  
5184 STILLWATER CT  
WHITE BEAR TOWN MN 55110-6547

Parcel ID: 113022420018

**CAROLE J MOORE**  
5254 BALD EAGLE BLVD E  
WHITE BEAR LAKE MN 55110-6501

Parcel ID: 113022420067

**PAVLO SOLNTSEVA, VIKTORIIA SOLNTSEVA**  
2081 STILLWATER ST  
WHITE BEAR LAKE MN 55110-6528

Parcel ID: 113022420019

**DEBORAH A LJUNGKULL**  
5250 BALD EAGLE BLVD E  
WHITE BEAR LAKE MN 55110-6501

Parcel ID: 113022420036

**BENJAMIN M VANEK, ALICIA G BAUER**  
5200 STILLWATER CT  
WHITE BEAR LAKE MN 55110-6547

Parcel ID: 113022420020

**J CRAIG MCNULTY, ELIZABETH R MCNULTY**  
5248 BALD EAGLE BLVD E  
WHITE BEAR LAKE MN 55110-6501

Parcel ID: 113022420037

**ROBERT P GOLDETSKY, SANDY S  
GOLDETSKY**  
5192 STILLWATER CT  
ST PAUL MN 55110-6547

Parcel ID: 113022420064

**MARJORIE A AHART**  
5219 BEAVER ST  
WHITE BEAR LAKE MN 55110-6538

Parcel ID: 113022420046

**MARJORIE A AHART**  
5219 BEAVER ST  
WHITE BEAR TOWN MN 55110-6538

Parcel ID: 113022420021

**CHARLES W LOWELL**  
5238 BALD EAGLE BLVD E  
WHITE BEAR LAKE MN 55110-6501

Parcel ID: 113022430009

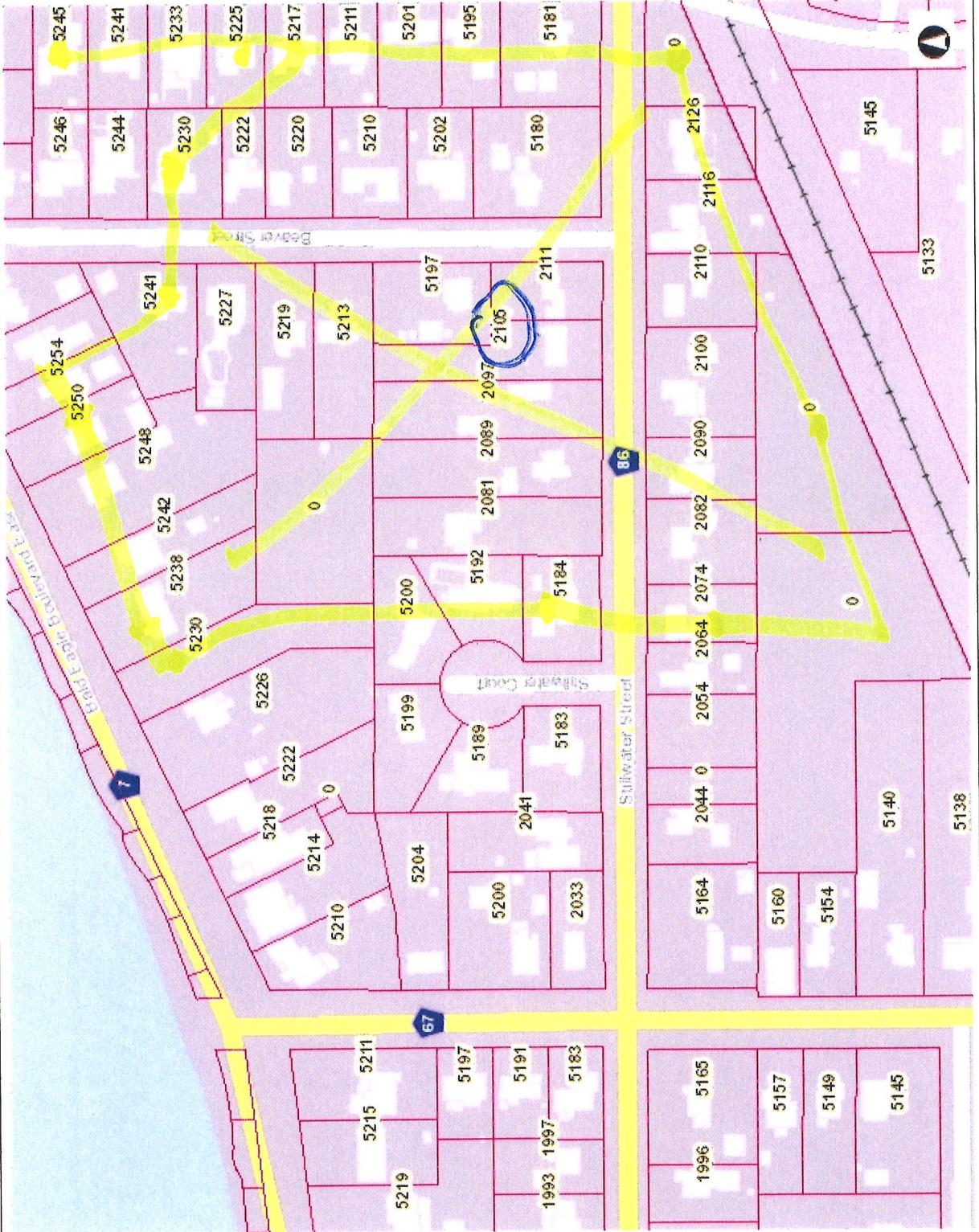
**SOO LINE RAILROAD COMPANY, ATTN TAX  
DEPARTMENT**  
120 S 6TH ST FLR 7  
MINNEAPOLIS MN 55402-1803

Parcel ID: 113022420071

**ERIC D HARGESHEIMER, BONITA K  
HARGESHEIMER**  
5230 BALD EAGLE BLVD E  
ST PAUL MN 55110-6501

Parcel ID: 113022420022

**CHARLES W LOWELL, LORI L LOWELL**  
5238 BALD EAGLE BLVD E  
WHITE BEAR LAKE MN 55110-2321



**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



400.0  
 200.00  
 0

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
 © Ramsey County Enterprise GIS Division

including pre-bid questions, to Jake Newhall at [jnewhall@wsbeng.com](mailto:jnewhall@wsbeng.com) or 763.231.4861. Bidding Documents are on file with and may be examined at WSB and at the City of Mahtomedi.

Complete digital Bidding Documents for use by Contractors submitting a bid are available at [www.questcdm.com](http://www.questcdm.com). Bidding Documents may be downloaded as portable document format (PDF) files for a nonrefundable fee of \$40.00 by inputting Quest project #6575401 on the website's Project Search page.

Bids will only be accepted from Contractors who purchase Bidding Documents as specified above.

Bid security shall be furnished in accordance with the Instructions to Bidders.

The City Council reserves the right to reject any and all bids and to waive any bids received without explanation. No bid may be withdrawn for a period of sixty (60) days.

DATED: November 6, 2019  
BY ORDER OF THE CITY COUNCIL  
Scott Neilson, City Administrator, Mahtomedi, MN  
Published one time in the White Bear Press on November 6, 2019.



### WHITE BEAR TOWNSHIP PUBLIC NOTICE

#### NOTICE OF HEARING TO ORDER ABATEMENT OF NUISANCE VIOLATIONS IN THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN, That the Town Board of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, November 18, 2019, at 7:00 p.m., to consider ordering abatement of the nuisance located in an area lying and being in the Town of White Bear, Ramsey County, Minnesota, described as follows:  
Lot 16, Block 10, Town of Bald Eagle, Ramsey County, Minnesota  
(2105 Stillwater Street)  
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 October, 2019.  
Published two times in the White Bear Press on November 6 and 13, 2019.

#### DELLWOOD WILDLIFE FOUNDATION NOTICE OF AERATION SYSTEM ON PINE TREE LAKE

Three (3) aeration systems creating open water and thin ice will be in operation on Pine Tree Lake and an adjacent pond in Washington County, Grant Township, and Dellwood, Minnesota. Weather conditions may cause areas of thin ice to fluctuate greatly. Stay clear of marked areas.

Published two times in the White Bear Press on November 6 and 27, 2019.

#### SUMMIT MINI STORAGE

3716 SCHEUNEMAN RD, WHITE BEAR LAKE, MN 55110  
(651) 429-1311; PUBLIC AUCTION SALE DATE: 11-22-19 5PM

Tenants: Jose Castillo U175A Household Items, Tamra Collins U178A Misc Items.  
Published two times in the White Bear Press on November 6 and 13, 2019.

be to consider the request from Ben Hanson at 35 Apple Orchard Road for a side yard setback variance. The purpose of the variance is to construct a detached garage 4 feet from the south property line when the required setback is 30 feet.

Joanne Frane, City Clerk  
Published one time in the White Bear Press on November 6, 2019.

#### CITY OF GRANT NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN: That the Planning Commission of the City of Grant, Washington County, Minnesota shall hold a public hearing on the 19th day of November 2019 at 6:30 pm at the Town Hall located on Kimbro Avenue. The purpose of the hearing is to consider an application for a Minor Subdivision (lot line rearrangement) of property 7781 and 7995 Kimbro Avenue N, Grant, MN.

Kim Points, Administrator/Clerk, City of Grant, Minnesota  
Published one time in the White Bear Press on November 6, 2019.

#### CITY OF GRANT NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN: That the Planning Commission of the City of Grant, Washington County, Minnesota shall hold a public hearing on the 19th day of November 2019 at 6:30 pm at the Town Hall located on Kimbro Avenue. The purpose of the hearing is to consider an application for a Conditional Use Permit for a horse boarding facility located at 9104 68th Street N, Grant, MN.

Kim Points, Administrator/Clerk, City of Grant, Minnesota  
Published one time in the White Bear Press on November 6, 2019.

#### CITY OF GRANT NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN: That the Planning Commission of the City of Grant, Washington County, Minnesota shall hold a public hearing on the 19th day of November 2019 at 6:30 pm at the Town Hall located on Kimbro Avenue. The purpose of the hearing is to consider the Draft 2040 Comprehensive Plan Update.

Kim Points, Administrator/Clerk, City of Grant, Minnesota  
Published one time in the White Bear Press on November 6, 2019.

#### CITY OF MAHTOMEDI NOTICE OF PUBLIC HEARING

Notice is hereby given that on November 19, 2019, 7:00 p.m. at City Hall, 600 Stillwater Road, the Mahtomedi City Council will hold a public hearing to solicit public response to a request from PLAAD, LLC on behalf of Mike Eckhardt and Mary Pat Blowers for a conditional use permit to allow for reducing the front and corner side yard setback requirements for the purpose of constructing a principal structure at 846 Park Avenue.

Those persons having an interest in said meetings are encouraged to attend.  
Scott Neilson, City Administrator  
Published one time in the White Bear Press on November 6, 2019.

#### WASHINGTON COUNTY, MINNESOTA ADVERTISEMENT FOR BIDS

2020 POND MAINTENANCE PROJECT  
NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mahtomedi at the office of the City Clerk until 10:00 a.m. local time, Monday December 9, 2019, at the Mahtomedi City Hall, 600 Stillwater Road, Mahtomedi, MN 55115, and will be publicly opened and read at said time and

ducting or transacting a commercial business in the State of Minnesota under an assumed name, hereby certifies:

IDEAS, LLC  
street address of the principal place of business is or will be:  
2540 38th Avenue NE, Unit 402  
St. Anthony MN 55421

ame and street address of all persons conducting business under Assumed Name, including any corporation that may be conducting business.

Intersectional Design for Equity & Accessibility Solutions LLC  
2540 38th Avenue NE, Unit 402  
St. Anthony, MN 55421

nd that I am authorized to sign this certificate and I further certify that I am subject to the penalties of perjury in section 609.48 as if I had signed this certificate under oath.

September 19, 2019  
id: John Parker - Der Boghossian  
shed two times in the White Bear Press on October 30 and November 19,

#### OFFICE OF THE MINNESOTA SECRETARY OF STATE CERTIFICATE OF ASSUMED NAME

nant to Chapter 333, Minnesota Statutes; the undersigned, who is or conducting or transacting a commercial business in the State of Minnesota under an assumed name, hereby certifies:

Franklin Beverage Works  
street address of the principal place of business is or will be:  
767 Eustis St. Suite 500  
St. Paul MN 55114

the name and street address of all persons conducting business under Assumed Name, including any corporation that may be conducting business.

The Lab, LLC  
767 Eustis St. Suite 500  
St. Paul MN 55114

tify that I am authorized to sign this certificate and I further certify that I am subject to the penalties of perjury in section 609.48 as if I had signed this certificate under oath.

October 31, 2019  
ted: Janet Johanson  
shed two times in the White Bear Press on November 6 and 13,

#### OFFICE OF THE MINNESOTA SECRETARY OF STATE CERTIFICATE OF ASSUMED NAME

uant to Chapter 333, Minnesota Statutes; the undersigned, who is or conducting or transacting a commercial business in the State of Minnesota under an assumed name, hereby certifies:

Loud Lemon Beverage  
street address of the principal place of business is or will be:  
219 Little Canada Road E.  
St. Paul MN 55117

the name and street address of all persons conducting business under Assumed Name, including any corporation that may be conducting

EXTRACT OF MINUTES OF A MEETING OF THE TOWN  
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,  
HELD ON NOVEMBER 18, 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 November 18, 2019, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION ORDERING ABATEMENT OF  
NUISANCE VIOLATIONS AT 2105 STILLWATER STREET**

WHEREAS, the Town Board of Supervisors is authorized to correct or remove the nuisance violations of any building or property pursuant to Minnesota Statutes, Section 463.161,

AND WHEREAS, the Town Board has previously adopted Ordinance No. 16 entitled "Nuisance Ordinance" for the purpose of protecting the public health, safety and general welfare of the people of the Township,

AND WHEREAS, Section 7 of Ordinance No. 16 authorizes the Town Compliance Official to determine if any dwelling fails to meet the provisions of Ordinance No. 47, and further authorizes the Compliance Official to issue a Compliance Order to correct such violations,

AND WHEREAS, the Town Compliance Official determined on or about April 4, 2018 that the single family dwelling located at 2105 Stillwater Street in the Town of White Bear was in a nuisance condition,

AND WHEREAS, it appears that it is in the public interest to abate, through correction or removal, the existence of the nuisance condition at 2105 Stillwater Street,

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



1. That nuisance violations exist at the single family dwelling located at 2105 Stillwater Street.
2. That the owner of the dwelling at 2105 Stillwater Street is ordered to correct or remove the nuisance violations of the building or property.
3. That the repairs ordered by the Town Compliance Officer are specifically incorporated herein as follows:
  - Remove two (2) dilapidated storage sheds, tires, lawn mowers, snow blowers, plastic container, dilapidated furniture, file cabinet, barrels, plastic bucket, bath tub, and all scrap metal and machinery from the backyard.
  - Restore all building utilities: electric, fuel gas, sewer and water.
  - Install water meter and water meter radio reader.
  - Restore the building heating, lighting and sanitary conditions to an operable condition.
  - Replace overhead garage door, repair or replace garage door trim.
  - Repair/replace building soffit and fascia, paint or restore as needed.
  - Repair or replace deteriorated window trim and window components.
  - Replace rear entry door.
  - Replace all deteriorated exterior siding.
  - Paint/refurbish all exterior surfaces.
  - Remove all overgrown vegetation and noxious weeds.
  - Repair or replace all dilapidated fence sections.
  - Obtain all required permits prior to starting repairs.
  - Complete and submit a vacant building registration form.
  - Obtain a Certificate of Occupancy prior to occupancy.
4. That the Town Attorney is authorized to serve a copy of this Order in the manner provided by Minnesota Statutes, Section 463.17, and to file said Order as provided by Statute.
5. That the owner of 2105 Stillwater Street is ordered to comply with the aforementioned necessary repairs within thirty (30) days from the date of service of this Resolution.
6. In the event that the Town has to abate the nuisance conditions, the cost to abate the nuisance conditions shall be charged against the property.

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.









## Town Board Meeting November 18, 2019

**Agenda Number:** 7.B – Public Hearing

**Subject:** Storm Water Pollution Prevention Program – Annual Presentation of Town’s Program

**Documentation:** E-Mail / Annual Presentation of White Bear Township’s Stormwater Pollution Prevention Program

### 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

-----  
**Minutes**  
Town Board Meeting  
October 14, 2018

**STORM WATER POLLUTION PREVENTION PROGRAM – ANNUAL PRESENTATION OF THE TOWN’S PROGRAM:** The Public Hearing was held at 8:00 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Prudhon move to open the Public Hearing. Ruzek seconded. Ayes all.

The Town Engineer provided the annual presentation of the Town’s Stormwater Pollution Prevention Program. He reported that since 2003, owners and operators of municipal storm sewer systems (MS4) were required to obtain a permit from the Minnesota Pollution Control Agency in order to continue operating their drainage systems. In 2004, the Town was issued that permit. The 2013 Re-Authorization permit was approved by the MPCA. One of permit requirements is that a plan be developed to prevent pollution from stormwater related activities. Each year the Town Engineer reports on the accomplishments outlined in the plan.



The Town Engineer revised the requirements and accomplishments for 2017 and 2018. Tonight's Annual Meeting is a requirement of the Program. Public Education: Public education is provided by the Town's web site which contains links for stormwater education. The Town relies primarily on RCWD and VLAWMO for educational information; Advisory Committee: the Town's Utility Commission advises the Town Board on stormwater issues; Storm Sewer System Map: The Town has developed an electronic system map that is updated annually; Storm Water Discharge Ordinance: The Town's Local Water Management Plan outlines limits on stormwater quality; Construction Site Requirements: The Town's Building Official monitors building sites; Infrastructure Inspection Plan: The Town inspects 20% of its storm sewer system including ponds, outlets, etc. annually; Street Sweeping: The Town sweeps its streets twice annually. This takes place in the spring and in the fall; Spring Clean Up: The Town and its refuse and recycling contractor hold a spring clean-up day each year. Clean up day was held on June 16, 2018; Pollution Control Structures: The Town cleans out structures annually; Reporting: The Town submitted the annual report for 2017 to MPCA on June 12, 2018.

The Town Engineer reported on the projects completed in 2017/2018 as follows: 1) Repaired catch basins through grouting, replacing rings or rebuilding them; 2) cleaned pollution control structures; 3) Barry Lane sediment basin reconstructed and storm pipes cleaned; 4) White Bear Parkway and Hammond Road catch basins replaced; 5) West Avenue rain garden installed; 6) Gilfillan Hills pond drainage valve manhole improvement; 7) replaced flared end section on stormwater pipe outlet from White Bear Parkway. Stormwater Project List with estimated cost are as follows: 1) Outfall #3, #5, #6, #8, #9, #11, #15; #16, #17 - \$120,000; 2) Otterview Trail drainage improvements - \$35,000; 3) Lake Avenue ditch cleaning - \$25,000; 4) Lake Avenue pipe lining - \$25,000; 5) Pioneer Lane ditch cleaning - \$50,000; 6) Allendale Drive ditch cleaning - \$20,000; 7) Beaver Street drainage improvements - \$25,000; 8) Public Works drainage improvement projects - \$13,500; 9) Pond Cleaning - many projects - Significant cost.

The Town Engineer reported that the Document/Requirements/Education included: 1) An MPCA permit renewal application was submitted in 2018; 2) Local Water Management Plan was submitted and addressing minor comments; 3) Pond inventory has been completed; 4) New MPCA permit requirements are expected with expanded storm pond inspection requirements; 5) Educate the general public through website, social media, pamphlets and mailings; 6) Educate contractors about site erosion and waste; 7) Educate Town employees to identify improper disposal of waste; 8) Town Ordinance revisions to make sure they address current issues; 9) Continued inspections and maintenance of storm sewers and ponds.

Prudhon moved to open the public comment portion of the Public Hearing. Ruzek seconded. Ayes all.

There was no public comment. Ruzek moved to close the public comment portion of the Public Hearing. Prudhon seconded. Ayes all.

There was no public comment.

Ruzek moved to close the Public Hearing. Prudhon seconded. Ayes all.

# **ANNUAL PRESENTATION OF WHITE BEAR TOWNSHIP'S STORMWATER POLLUTION PREVENTION PROGRAM**

**OCTOBER 21, 2019**

## **BACKGROUND**

Since 2003, owners and operators of municipal storm sewer systems (MS4) were required to obtain a permit from the Minnesota Pollution Control Agency (MPCA) in order to continue operating their drainage systems. In 2004, White Bear Township was issued that permit.

The 2013 Re-Authorization permit was approved by the MPCA. One of the permit requirements is that a plan be developed to prevent pollution from stormwater related activities.

In 2018 the Township applied for a renewal of our MS-4 permit. In early 2020 staff will be updating our current Storm Water Pollution Prevention Plan (SWPPP) to accompany the new permit once it is issued.

Each year the Town Engineer reports on the accomplishments outlined in the plan.

## REQUIREMENTS/ACCOMPLISHMENTS FOR 2018 AND 2019

Annual Meeting	October 21, 2019.
Public Education	Town's web site contains links for stormwater education. We rely primarily on RCWD and VLAWMO for educational information.
Advisory Committee	Town's Utility Commission advises the Town Board on stormwater issues.
Storm Sewer System Map	Town has developed an electronic system map that is updated annually.
Storm Water Discharge Ordinance	Town's Local Water Management Plan outlines limits on stormwater quality.
Construction Site Requirements	Town's Building Official monitors building sites.
Infrastructure Inspection Plan	Town inspects 20% of its storm sewer system including ponds, outlets, etc. annually. All storm sewer pipes and catch basins were reviewed as part of planning the future necessary improvements.
Street Sweeping	Town sweeps its streets twice annually. This takes place in the spring and in the fall.
Spring Clean Up	Town and its' waste hauler hold a spring clean-up day each year. Clean up day was held on June 15, 2019.
Pollution Control Structures	Town cleans out structures annually.
Reporting	Town submitted annual report for 2018 to MPCA on June 25, 2019.

**PROJECTS COMPLETED IN 2018/2019:**

- Repaired catch basins through grouting, replacing rings or rebuilding them.
- Cleaned pollution control structures.
- Cleaned culverts.
- 2074/2082 Stillwater Street catch basin replacement and pipe extension.
- 5294 Portland Avenue culvert and weir replacement.
- Catch basin repairs with the 2019 street improvement project that includes White Bear Parkway, Gilfillan Court, Weston Woods Drive, Parkview Drive and Fenway Court, and Hobe Lane.
- Re-established sediment pond located on the south end of Otterview Trail. The pond serves two storm pipe outlets that drain from different streets in the area. The pond discharges to I 35E ditch.
- Repaired stormwater outlet pipe that discharges into Lambert Creek on the end of Pondview Lane.
- Re-established ditch along Williams Avenue (north side), between Buffalo Street and Hoxie Avenue.

**STORMWATER PROJECT LIST WITH ESTIMATED COST:**

- |   |           |
|---|-----------|
| • Outfall #5 & 6                        | \$120,000 |
| • Outfalls #3, 8, 9, 11, 15, 16, and 17 | \$200,000 |
| • Otterview Trail Drainage Improvements | \$35,000  |
| • Lake Avenue Ditch Cleaning            | \$25,000  |

- Lake Avenue Pipe Lining \$25,000
- Pioneer Lane Ditch Cleaning \$50,000
- Allendale Drive Ditch Cleaning \$20,000
- Beaver Street Drainage Improvements \$25,000
- Public Works Drainage Improvement Projects \$13,500
- Pond Cleaning – Many Projects Significant

DOCUMENTATION/REQUIREMENTS/EDUCATION

- Local Water Management Plan was approved.
- Pond Inventory has been completed.
- New MPCA permit requirements are expected with expanded storm pond inspection requirements.
- Educate the general public through website, social media, pamphlets and mailings.
- Educate contractors about site erosion and waste.
- Educate Town employees to identify improper disposal of waste.
- Town Ordinance revisions to make sure they address current issues.
- Continued inspections and maintenance of storm sewers and ponds.

COMMENTS FROM PUBLIC



**Town Board Meeting  
November 18, 2019**

**Agenda Number: 8.A – New Business**

**Building Inspector Item:**

**Subject: Construction Activity Report**

**Documentation: Reports**

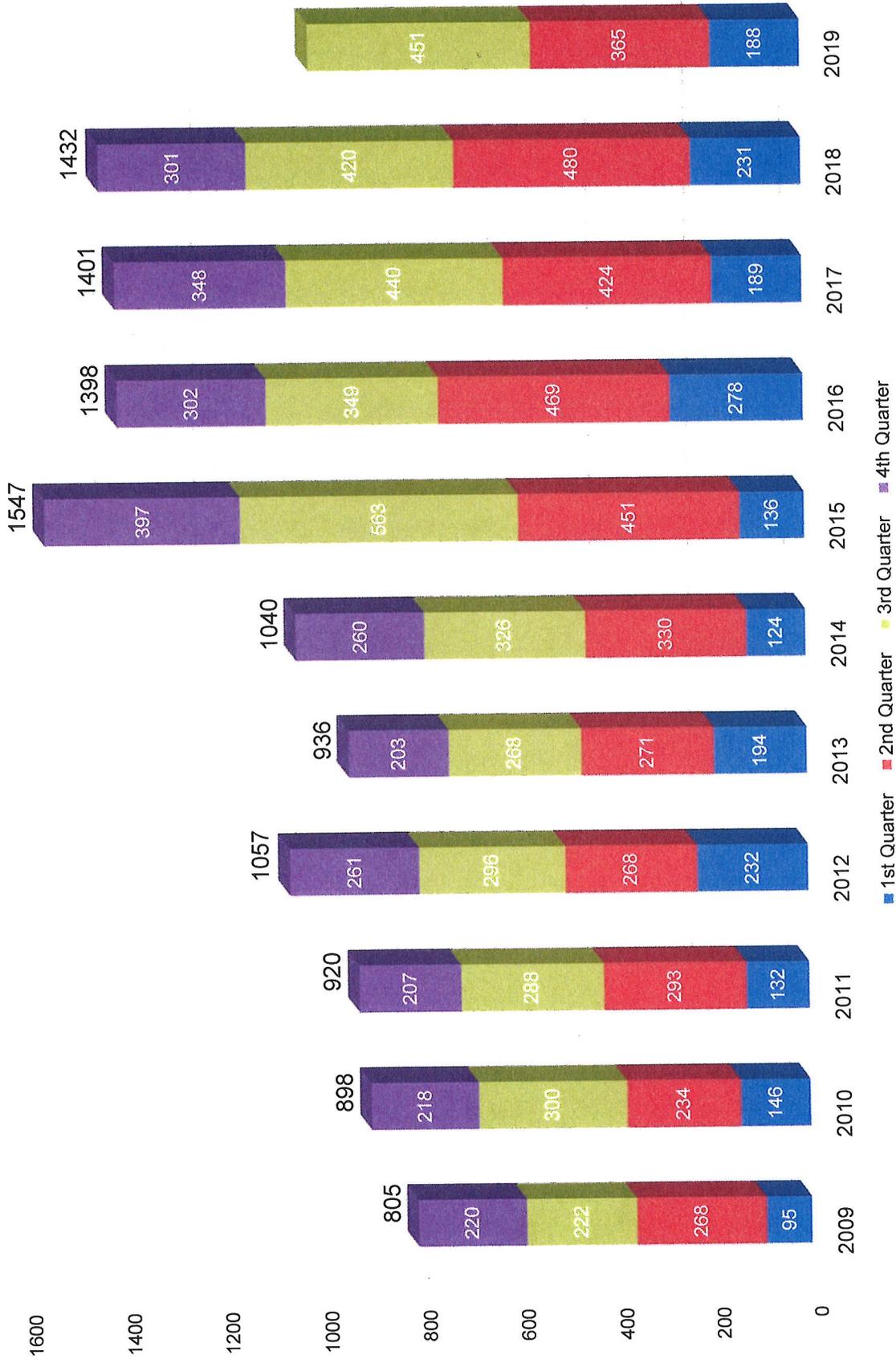
**Action / Motion for Consideration:**

Report at Meeting / Discuss

### White Bear Township Construction Activity Report

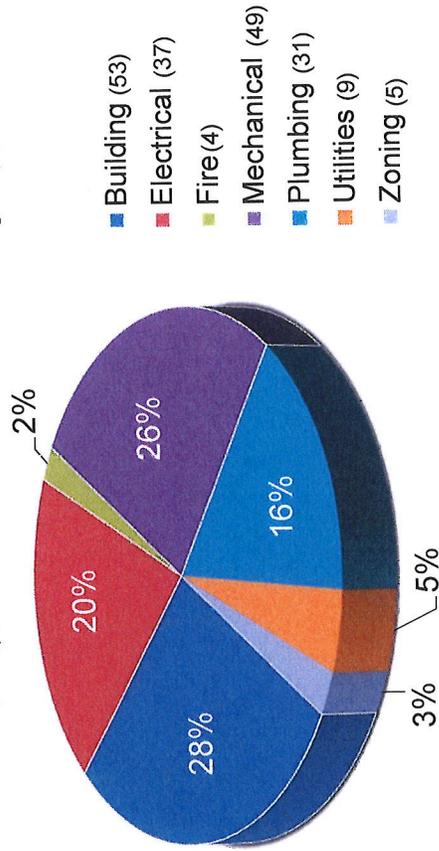
	OCTOBER 2019		2019 YEAR TO DATE		2018 YEAR TO DATE	
<u>BUILDING PERMIT</u>						
<b><u>HOUSING</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
SINGLE FAMILY	1	417,865	7	2,389,780	10	2,657,000
TOWN HOME	-	-	-	-	-	-
<b>TOTALS</b>	<b>1</b>	<b>417,865</b>	<b>7</b>	<b>2,389,780</b>	<b>10</b>	<b>2,657,000</b>
<b><u>MISCELL. RESIDENTIAL</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	12	217,445	54	1,070,796	62	1,992,100
SIDING, ROOF. & WIND.	129	888,585	403	4,082,441	393	4,130,594
DECKS	3	30,500	40	252,765	33	194,400
SWIMMING POOLS	-	-	2	35,000	2	27,500
ACCESSORY BLDG	1	5,000	6	199,100	7	142,973
OTHER	2	800	23	220,310	30	156,283
<b>TOTALS</b>	<b>147</b>	<b>1,142,331</b>	<b>528</b>	<b>5,860,413</b>	<b>527</b>	<b>6,643,850</b>
<b><u>COMMERCIAL</u></b>	<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	-	-	-	-	2	991,830
BUSINESS	-	-	-	-	-	-
REMODEL & ADDITIONS	-	-	9	2,306,000	8	3,073,600
OTHER	1	34,400	3	65,292	8	288,398
<b>TOTALS</b>	<b>1</b>	<b>34,400</b>	<b>13</b>	<b>2,399,292</b>	<b>22</b>	<b>4,492,828</b>
<b><u>MISCELLANEOUS</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION	-	-	4	-	2	-
<b>TOTALS</b>	<b>149</b>	<b>1,594,596</b>	<b>552</b>	<b>10,649,485</b>	<b>561</b>	<b>13,793,678</b>
<b>PERMIT REVENUE</b>		<b>\$ 10,346</b>		<b>\$ 87,417</b>		<b>\$ 114,407</b>

# White Bear Township Total Number of Permits Issued by Year



# 2019 WHITE BEAR TOWNSHIP PERMITS

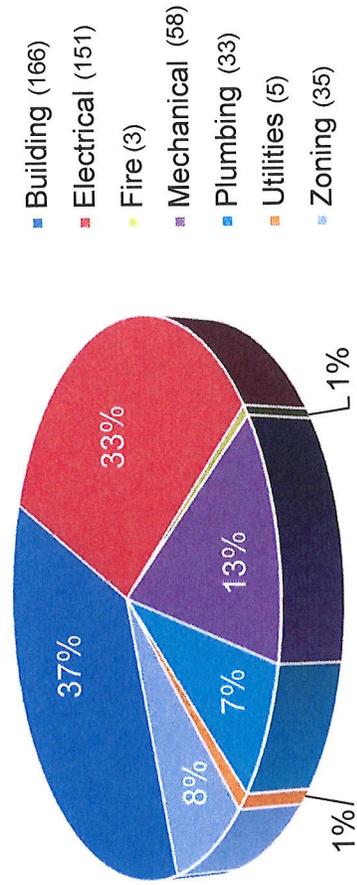
## 1st Quarter Permits Issued by Type



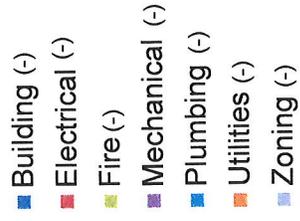
## 2nd Quarter Permits Issued by Type



## 3rd Quarter Permits Issued by Type



## 4th Quarter Permits Issued by Type





**Town Board Meeting  
November 18, 2019**

**Agenda Number: 8.B – New Business**

**Town Engineer Item:**

**Subject: Lift Station #10 Rehabilitation – Authorize Final Payment to Lametti & Sons**

**Documentation: Town Engineer Memo w/attachments**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Approve the Final Payment to Lametti & Sons in the Amount of \$13,968.75, Which Brings the Total Construction Amount to \$279,375.00 With Funding from the Sanitary Sewer Fund



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

November 6, 2019

Honorable Chairman and Town Board  
White Bear Township, Minnesota

RE: Lift Station #10 Rehabilitation  
White Bear Township, Minnesota  
TKDA Project No. 16627.005

Dear Board Members:

Lift Station #10 located at 2545 Buffalo Street east of Highway 61 has been completed. All work has been reviewed and approved by Public Works staff and TKDA. All documents including the Operation & Maintenance Manuals have been received.

All salvaged and required control panel components have been received by Public Works. The lift station is functioning without any issues.

The existing 6" force main was cleaned and televised. It was in good shape and didn't have to be lined. This is the reason the project is significantly under budget. The forcemain pipe runs along the north side of Buffalo Street.

The Final Pay Estimate #6 and Compensating Change Order are attached. The final project costs have come in at \$279,375.00 which is \$50,925.00 under the bid amount.

### **Recommendation**

We recommend that you make the final payment to Lametti & Sons in the amount of \$13,968.75, which brings the total construction amount to \$279,375.00.

The one-year warranty has started. Please contact me with any questions.

Sincerely,

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

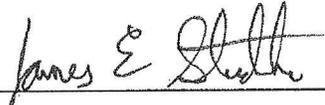
Jim Studenski, PE  
Town Engineer

Attachments



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

PERIOD ENDING: NOVEMBER 6, 2019

Cert. No.	<u>6 (Final)</u>		
Project No.	<u>16627.005</u>		
To	<u>White Bear Township, Minnesota</u>	Owner	
This Certifies that	<u>Lametti &amp; Sons, Inc.</u>	Contractor	
For	<u>Lift Station #10 Rehabilitation</u>		
Is entitled to	<u>Thirteen Thousand Nine Hundred Sixty Eight Dollars and 75/00</u>		
	( \$ <u>13,968.75</u> )		
	being <u>6th</u>	estimate for partial payment on contract with you dated <u>June 18, 2018</u>	
Received payment in full of above Certificate.	TKDA		
	 <u>James E. Studenski, PE</u>		
Contractor			

	CONTRACT PLUS EXTRAS	PAYMENTS	CREDITS
Contract price plus extras	\$ 330,300.00		
All previous payments		\$ 265,406.25	
All previous credits			
Change Order No. 1 - Compensating	\$ (50,925.00)		
" "			
Credit No.			\$ -
" "			
" "			
AMOUNT OF THIS CERTIFICATE		\$ 13,968.75	
<b>Totals</b>	<b>\$ 279,375.00</b>	<b>\$ 279,375.00</b>	<b>\$ -</b>
Credit Balance		\$ -	
There will remain unpaid on contract after payment of this Certificate		\$ -	
	\$ 279,375.00	\$ 279,375.00	\$ -

TKDA  
 PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS  
 ESTIMATE NO. 6 (FINAL)  
 11/06/2019

PERIOD ENDING: NOVEMBER 6, 2019

Project No.	16627.005
Contractor	Lametti & Sons, Inc.
Original Contract Amount	\$330,300.00
Project	Lift Station #10 Rehabilitation
Location	White Bear Township, Minnesota

Total Contract Work Completed	\$ 279,375.00
Total Approved Credits	\$ -
Total Approved Extra Work Completed	\$ -
Approved Extra Orders Amount Completed (CO No.1)	\$ -
<b>Total Amount Earned This Estimate</b>	<b>\$ 279,375.00</b>

Less Approved Credits	\$ -
Less <u>0</u> % Retained	\$ -
Less Previous Payments	\$ 265,406.25
<b>Total Deductions</b>	<b>\$ 265,406.25</b>
<b>Amount Due This Estimate</b>	<b>\$ 13,968.75</b>

Contractor

Date

Engineer

James E. Studenski  
 James E. Studenski, PE

Date 11-6-2019

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
LABORATORY OF ORGANIC CHEMISTRY

CHICAGO, ILLINOIS

DATE

RECEIVED

BY

NAME

ADDRESS

CITY

STATE

COUNTRY

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WHITE BEAR TOWNSHIP, MN  
LIFT STATION #10 REHABILITATION  
TKDA PROJECT NO. 16627.005  
PAY ESTIMATE NO. 6 (FINAL)

11/06/19

PERIOD ENDING: NOVEMBER 6, 2019

ITEM NO.	ITEM	UNIT	CONTRACT QTY	QTY TO DATE	UNIT COST	AMOUNT TO DATE
1	MOBILIZATION	LS	1	1	\$ 16,000.00	\$16,000.00
2	TRAFFIC CONTROL	LS	1	0.25	\$ 2,500.00	\$625.00
3	SILT FENCE	LF	250	250	\$ 3.00	\$750.00
4	BASE BID LIFT STATION NO. 10 IMPROVEMENTS	LS	1	1	\$ 38,410.00	\$38,410.00
5	TEMPORARY CONVEYANCE	LS	1	1	\$ 18,200.00	\$18,200.00
6	REMOVE & DISP. BIT. DRIVEWAY INCL. SAWCUT	SY	200	200	\$ 4.00	\$800.00
7	8-INCH CONCRETE DRIVEWAY	SY	200	200	\$ 70.00	\$14,000.00
8	REMOVE & REPLACE TOP SLAB	EA	2	2	\$ 3,500.00	\$7,000.00
9	REMOVE & REPLACE MH CASTING	EA	1	1	\$ 800.00	\$800.00
10	REMOVE AND REPLACE FORCEMAIN BENDS	EA	2		\$ 6,000.00	\$0.00
11	CLEAN & TELEVISE FORCEMAIN	LF	500	150	\$ 5.00	\$750.00
12	CLEAN 2-INCH PVC	LF	10	10	\$ 10.00	\$100.00
13	CLEAN VALVE VAULT, DISPOSE OF DEBRIS	LS	1	1	\$ 1,500.00	\$1,500.00
14	6-INCH CIPP LINING, 5 MM THICKNESS	LF	500		\$ 40.00	\$0.00
15	CAST IN PLACE CONCRETE	CF	10	10	\$ 50.00	\$500.00
16	EPOXY LINER	SF	1010	1010	\$ 24.00	\$24,240.00
17	HATCH	EA	2	2	\$ 3,000.00	\$6,000.00
18	ANTENNA POLE	EA	1	1	\$ 5,000.00	\$5,000.00
19	SITE RESTORATION	LS	1	0.95	\$ 6,000.00	\$5,700.00
20	KSB VORTEX STYLE SUBMERSIBLE PUMP	EA	2	2	\$ 20,000.00	\$40,000.00
21	4-INCH STAINLESS STEEL VENT PIPE	EA	1	1	\$ 1,500.00	\$1,500.00
22	6-INCH PLUG VALVE	EA	2	2	\$ 1,000.00	\$2,000.00
23	6-INCH CHECK VALVE	EA	2	2	\$ 1,000.00	\$2,000.00
24	6-INCH DUCTILE PIPE	LF	50	50	\$ 70.00	\$3,500.00
25	CONTROL PANEL WITH ETHERNET RADIO, YAGI ANTENNA AND RADAR LEVEL TRANSMITTER	EA	1	1	\$ 70,000.00	\$70,000.00
26	ELECTRICAL AND INSTRUMENTATION INSTALLATION	EA	1	1	\$ 20,000.00	\$20,000.00
27	ENGINEER DIRECTED WORK ALLOWANCE	LS	1		\$ 15,000.00	\$0.00
TOTAL						\$279,375.00

CHANGE ORDER

TKDA  
Engineers-Architects-Planners

Date November 6, 2019

Project No. 16627.005

Compensating Change Order

To Lametti & Sons, Inc.

for Lift Station No. 10 Rehabilitation Project

for White Bear Township, Minnesota

You are hereby directed to make the following change to your contract dated June 18, 2018. The change and the work affected thereby is subject to all contract stipulations and covenants. This Compensating Change Order will ~~(increase)~~ (decrease) ~~(not change)~~ the contract sum by Fifty Thousand Nine Hundred Twenty Five Dollars and 00/100 (- \$ 50,925.00)

COMPENSATING CHANGE ORDER

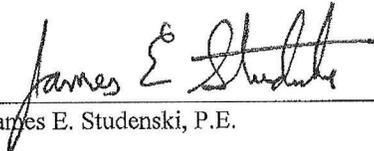
This compensating change order shows the quantity difference from the bid amount (see attached itemization):

NET CHANGE =	\$	(50,925.00)
Amount of Original Contract	\$	330,300.00
Additions approved to date	\$	-
Contract amount to date	\$	330,300.00
Amount of this Compensating Change Order <del>(Add)</del> (Deduct) <del>(No Change)</del>	\$	(50,925.00)
Revised Contract Amount	\$	279,375.00

Approved \_\_\_\_\_

TKDA

By White Bear Township, Minnesota

By  \_\_\_\_\_  
James E. Studenski, P.E.

Approved \_\_\_\_\_

White - Owner  
Pink - Contractor  
Blue - TKDA

By Lamettie & Sons, Inc.



**COMPENSATING CHANGE ORDER**

PERIOD ENDING: November 6, 2019

LIFT STATION NO. 10 REHABILITATION PROJECT  
 WHITE BEAR TOWNSHIP, MINNESOTA  
 TKDA PROJECT NO. 16627.005

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE	NET CHANGE	CONTRACT AMOUNT
<b>BASE BID:</b>								
1	MOBILIZATION	LS	1	1	\$ 16,000.00	\$ 16,000.00	-	\$ 16,000.00
2	TRAFFIC CONTROL	LS	1	0	\$ 2,500.00	\$ 625.00	(1,875.00)	\$ 2,500.00
3	SILT FENCE	LF	250	250	\$ 3.00	\$ 750.00	-	\$ 750.00
4	BASE BID LIFT STATION NO. 10 IMPROVEMENTS	LS	1	1	\$ 38,410.00	\$ 38,410.00	-	\$ 38,410.00
5	TEMPORARY CONVEYANCE	LS	1	1	\$ 18,200.00	\$ 18,200.00	-	\$ 18,200.00
6	REMOVE & DISP. BIT. DRIVEWAY INCL. SAWCUT	SY	200	200	\$ 4.00	\$ 800.00	-	\$ 800.00
7	8-INCH CONCRETE DRIVEWAY	SY	200	200	\$ 70.00	\$ 14,000.00	-	\$ 14,000.00
8	REMOVE & REPLACE TOP SLAB	EA	2	2	\$ 3,500.00	\$ 7,000.00	-	\$ 7,000.00
9	REMOVE & REPLACE MH CASTING	EA	1	1	\$ 800.00	\$ 800.00	-	\$ 800.00
10	REMOVE AND REPLACE FORCEMAIN BENDS	EA	2	2	\$ 6,000.00	\$ 12,000.00	(12,000.00)	\$ 12,000.00
11	CLEAN & TELEWISE FORCEMAIN	LF	500	150.00	\$ 5.00	\$ 750.00	-	\$ 2,500.00
12	CLEAN 2-INCH PVC	LF	10	10	\$ 10.00	\$ 100.00	-	\$ 100.00
13	CLEAN VALVE VAULT, DISPOSE OF DEBRIS	LS	1	1	\$ 1,500.00	\$ 1,500.00	-	\$ 1,500.00
14	6-INCH CIPP LINING, 5 MM THICKNESS	LF	500	500	\$ 40.00	\$ 20,000.00	(20,000.00)	\$ 20,000.00
15	CAST IN PLACE CONCRETE	CF	10	10	\$ 50.00	\$ 500.00	-	\$ 500.00
16	EPOXY LINER	SF	1,010	1,010.00	\$ 24.00	\$ 24,240.00	-	\$ 24,240.00
17	HATCH	EA	2	2	\$ 3,000.00	\$ 6,000.00	-	\$ 6,000.00
18	ANTENNA POLE	EA	1	1	\$ 5,000.00	\$ 5,000.00	-	\$ 5,000.00
19	SITE RESTORATION	LS	1	0.95	\$ 6,000.00	\$ 5,700.00	(300.00)	\$ 6,000.00
20	KSB VORTEX STYLE SUBMERSIBLE PUMP	EA	2	2	\$ 20,000.00	\$ 40,000.00	-	\$ 40,000.00
21	4-INCH STAINLESS STEEL VENT PIPE	EA	1	1	\$ 1,500.00	\$ 1,500.00	-	\$ 1,500.00
22	6-INCH PLUG VALVE	EA	2	2	\$ 1,000.00	\$ 2,000.00	-	\$ 2,000.00
23	6-INCH CHECK VALVE	EA	2	2	\$ 1,000.00	\$ 2,000.00	-	\$ 2,000.00
24	6-INCH DUCTILE PIPE	LF	50	50	\$ 70.00	\$ 3,500.00	-	\$ 3,500.00
CONTROL PANEL WITH ETHERNET RADIO, YAGI								
25	ANTENNA AND RADAR LEVEL TRANSMITTER	EA	1	1	\$ 70,000.00	\$ 70,000.00	-	\$ 70,000.00
26	ELECTRICAL AND INSTRUMENTATION INSTALLATION	EA	1	1	\$ 20,000.00	\$ 20,000.00	-	\$ 20,000.00
27	ENGINEER DIRECTED WORK ALLOWANCE	LS	1	1	\$ 15,000.00	\$ -	(15,000.00)	\$ 15,000.00
<b>TOTAL</b>					<b>\$</b>	<b>\$ 279,375.00</b>	<b>\$</b>	<b>\$ 330,300.00</b>





**Town Board Meeting  
November 18, 2019**

**Agenda Number:** 8.C – General Business

**Subject:** Audit Service Agreement - Approve

**Documentation:** Finance Officer Memo / Proposal / RFP

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the Audit Service Agreement Between White Bear Township & MMKR & Co., P.A. or Bergan KDV for Auditing Services from 2019 through 2023

**Consideration Approval of Audit Service Agreement.** (TK)

**A. REFERENCE AND BACKGROUND:**

The Town has used CliftonLarsonAllen (CLA) for audit services since at least 1987, maybe longer, although they have had some name changes over that period. Also over that period, we have had numerous principals overseeing the Town’s audit. This past year the audit, the firm tried performing more of the audit functions remotely and spent less time on site. There were problems with the auditors receiving information Town staff had sent using this process. The audit was completed and presented to the Board after the June 30<sup>th</sup> deadline. In addition, the auditors made some corrections to previous years audits (prior period adjustments were needed). The audit costs continue to increase each year, with the 2018 audit costing \$31,000.00 compared to \$29,850 and \$29,000 for 2017 and 2016 respectively.

Because of the difficulties this past year and because the Town has not completed a RFP for audit services and a very long time, staff sent out a RFP to 7 Audit Firms who specialize in governmental audits, including CLA. Of the 7 firms, 5 have offices in the Metro Area and 2 in the St Cloud Area. The Town received 5 proposals. The table below outlines the estimated hours to complete the audit and the cost for each firm.

							2019 Average Hrly Audit Costs
Firm Name	Hours	2019 Audit Cost	2020 Audit Cost	2021 Audit Cost	2022 Audit Cost	2023 Audit Cost	
Conway Deuth & Schmiesing PLLP	No Response						
Schlenner Wenner & Co	No Response						
Abdo Eick & Meyers LLP	182	\$26,948.00	\$27,500.00	\$28,100.00	\$28,700.00	\$29,300.00	\$148.07
MMKR & Co. P.A.	235	\$29,950.00	\$30,300.00	\$31,000.00	\$31,700.00	\$32,500.00	\$127.45
BerganKDV	260	\$30,450.00	\$31,000.00	\$31,600.00	\$32,200.00	\$32,800.00	\$117.12
Clifton Larson Allen	234	\$31,880.00	\$32,800.00	\$33,800.00	\$34,900.00	\$36,000.00	\$136.24
Redpath and Company	240	\$32,000.00	\$33,000.00	\$34,000.00	\$35,000.00	\$36,000.00	\$133.33

The big difference between the proposals is the staff time to complete the audit and the level of staff working those hours as shown in the table below.

	Staff Accountants	Supervisory Senior Assoc	Managers	Partners	Support Staff	Total
Abdo Eick & Meyers LLP	115	0	40	17	10	182
MMKR & Co. P.A.	90	65	35	25	20	235
BerganKDV	100	80	40	30	10	260
Clifton Larson Allen	110	60	44	20	0	234
Redpath and Company	105	0	105	18	12	240

Staff will be conducting interviews in the next week before making any final recommendation but based on costs proposals and staff assigned to complete the audit staff feels MMKR & Co. P. A. or Bergan KDV would provide the best value. MMKR’s total hours appear to be in range with most of the other proposals, whereas, Bergan KDV’s hours are higher than the other proposals and Abdo Eick & Meyers is much lower. MMKR and Bergan KDV has more upper level staff time dedicated to completing the audit than Abdo Eick & Meyers also.

**A1. Budget Impact:** The budget impact would be too incorporated the audit costs into future budgets.

**A2. Staff Workload Impact:** The project would have no or little staff impact, as staff is already working with the current auditors to complete the audit and would continue to do so.

**B. ALTERNATIVE ACTIONS:**

1. Approve MMKR & Co. P. A. or Bergan KDV audit service agreement for audit services.
2. Approve one of the other firms audit service agreement for audit services.
3. Table and discuss at the Town Board Executive meeting on November 22<sup>nd</sup>.

**C. STAFF RECOMMENDATION:**

1. Staff recommends alternative #1 to Approve MMKR & Co. P. A. or Bergan KDV audit service agreement for audit services.

**D. SUPPORTING DATA:**

RFP for Audit Services.  
Copies of Proposals available on request.



**WHITE BEAR  
TOWNSHIP**

1858  
RAMSEY COUNTY  
MINNESOTA

REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL AUDITING SERVICES

October 2019

WHITE BEAR TOWNSHIP  
FINANCE DEPARTMENT  
1281 Hammond Road  
White Bear Township, MN 55110  
[WWW.WHITEBEARTOWNSHIP.ORG](http://WWW.WHITEBEARTOWNSHIP.ORG)

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## I. INTRODUCTION

### A. General Information

The White Bear Township is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2019 with the option of auditing its financial statements for each of the four subsequent fiscal years.

These audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) *Government Auditing Standards*, and, if applicable, the provisions of the federal Single Audit Act of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments* as well as all other Federal, State and local requirements in effect now or placed in effect during the engagement.

There is no expressed or implied obligation for the White Bear Township to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, qualified firms must submit five (5) copies of their proposal to Tom Kelly, Finance Officer, White Bear Township, 1281 Hammond Road, White Bear Township, MN 55110 by **4:00 P.M. on Friday, November 1, 2019**. White Bear Township reserves the right to reject any and all proposals submitted.

White Bear Township reserves the right, where it may serve White Bear Township's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of White Bear Township, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

White Bear Township reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between White Bear Township and the firm selected.

It is anticipated the selection of a firm will be made by mid November 2019. Following the notification of the selected firm it is expected a contract will be executed between both parties as soon as possible.

### B. Term of Engagement

A five-year contract is contemplated, subject to an annual review. Based on satisfactory performance, satisfactory negotiation of terms (including a price acceptable to both White Bear Township and the selected firm), the concurrence of the Town Board and Finance Officer, and the annual availability of an appropriation, the Town may extend the agreement

annually without solicitations from other firms. In the event of unsatisfactory performance, or when in the best interest of the Town, proposals may be solicited before the end of the five year period.

C. Subcontracting

Following the award of the audit contract, no subcontracting will be allowed without the expressed prior written consent of White Bear Township.

**II. NATURE OF SERVICES REQUIRED**

A. General

White Bear Township is soliciting the services of qualified firms and certified public accountants to audit its financial statements for the fiscal year ending December 31, 2019, with the option to audit White Bear Township's financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

White Bear Township desires the auditor to express an opinion on the fair presentation of its financial information of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in conformity with generally accepted accounting principles.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. White Bear Township also desires the firm to review the presentation of the statistical section of the financial statements insofar as current generally accepted auditing standards require such review.

If the Town is required to have a Single Audit for any year covered by this proposal, the auditor would follow the provision of the federal Single Audit Act Amendments of 1996. The pricing for the potential single audit should be reported separately on the fee structure schedule.

The auditor is not required to audit the schedule of federal financial assistance. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

An annual review of the Comprehensive Annual Financial Report shall be done to determine necessary steps so that the Town can continue to receive a Certificate of Achievement for Excellence in Financial Reporting during this engagement.

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, the provision of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments* Minnesota Legal Compliance for Local Governments, and any other Federal, State and local requirements in effect now or placed in to effect during the engagements.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial information, the auditor shall issue:

1. A report on the fair presentation of the financial statement in conformity with generally accepted accounting principles, including, if applicable, an opinion of the fair presentation of the supplementary schedule of expenditures of federal awards "in-relation-to" the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance with applicable laws and regulations.
4. Communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.
5. Communicate non-reportable conditions discovered by the auditors in a separate letter to management, which shall be referred to in the report on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts: Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to

the Town Board, Clerk-Treasurer and Finance Officer.

Reporting to the Town Board: Auditors shall assure themselves that the Town Board is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit
10. Results and reports of the Single Audit, if required, to be performed.

E. Special Considerations

1. White Bear Township will send its comprehensive annual financial report to the Government Finance Officer Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The Town has received the certificate annually beginning with the annual financial report for 1996. It is anticipated that the auditor will not be required to provide special assistance to White Bear Township to meet the requirements of that program.
2. White Bear Township may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
3. The schedule of federal financial assistance and related auditor's report (if required), as well as the reports on the internal controls and compliance, are not to be included in the CAFR, but are to be issued separately.
4. Additional assistance regarding the specifics of the future implementation and compliance with the reporting requirements mandated by GASB may be required.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by White Bear Township of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- White Bear Township
- MN State Auditor's Office
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by White Bear Township as part of an audit quality review process
- Auditors of entities of which White Bear Township is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### III. DESCRIPTION OF THE GOVERNMENT

#### A. Principal Contacts

The auditor's principal contact with White Bear Township will be Tom Kelly, Finance Officer, or a designated representative, who will coordinate the assistance to be provided by White Bear Township to the auditor. The phone number for the Finance Officer is 651-747-2760.

#### B. Background Information

- White Bear Township is located in Ramsey County and serves an area of 9.3 square miles with a population of 11,789.
- The White Bear Township's fiscal year begins on January 1 and ends on December 31.
- White Bear Township operates under the Township form of government. The Town Board consists of a three members, with one serving as chair.
- More detailed information on the Town and its finances can be found on the Town's website at: <http://www.whitebeartownship.org/>.

#### C. Fund Structure

Please refer to the Town's Comprehensive Annual Financial Report for the year ended December 31, 2018, which can be found on our web site at [www.whitebeartownship.org](http://www.whitebeartownship.org), for a complete description of the government and its financial operations. White Bear Township uses the following fund types and account groups in its financial reporting:

General Fund	1
Special Revenue Funds	0
Debt Service Funds	4
Capital Project Funds	5
Enterprise Funds	3

Internal Service Funds	3
Agency Funds	0

D. Federal and State Financial Assistance

At the time of this RFP, it does not appear that a single audit will be required for 2019. Proposals should include costs for these services as a separate item from the regular services that are to be provided.

E. Component Units

The Town has one blended component unit – the White Bear Township Economic Development Authority – and no discretely presented component units. Although the EDA is legally separate from the Town, the board has recommending authority only to the Town Board and is reported as if it were part of the primary government.

F. Finance Department Operations

The finance department has three full-time employees consisting of a Finance Officer, Finance Analyst and an Accountant Clerk. The department provides financial support services to the entire organization that include accounts payable, accounts receivable, cash receipting, payroll processing, investment and cash management, coordination of the annual audit, budget preparation, and the 10-year CIP Plan preparation.

G. Computer Systems

The Town uses Incode financial software and consists of the following integrated modules that generate transactions for the financial system:

- General Ledger
- Accounts Payable
- Account Receivable
- Cash Receipts
- Payroll
- Utility Billing.

H. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Tom Kelly at 651-747-2760. White Bear Township will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

**IV. TIME REQUIREMENTS**

A. Proposal Calendar

The following is a list of key dates regarding the selection process:

Request for proposal completed	October 3, 2019
Due date for proposals	November 1, 2019
Interview dates (only if needed)	November 12-14, 2019
Town Board approval of auditor selection	November 18, 2019
Selected firm notified	November 19, 2019

B. Date Audit May Commence

White Bear Township will have all records ready for audit and all management personnel available to meet with the firm's personal at a date that is mutually convenient. The auditors may elect to do preliminary fieldwork.

C. Schedule for 2019 Fiscal Year Audit (a similar time schedule will be developed for audits of future fiscal years if White Bear Township exercises its option for additional audits).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Detailed Audit Plan

The auditor shall provide White Bear Township by December 31, 2019 both a detailed audit plan and a list of all schedules to be prepared by White Bear Township.

2. Fieldwork

The auditor shall complete all fieldwork by April 30, 2020. A schedule for interim work, fieldwork and draft reports will be determined upon completion of the auditor selection process.

3. Draft Reports

The auditor shall have reviewed drafts of the audit report(s) and completed auditor's reports for the CAFR (if applicable) by May 22, 2020.

4. Date Final Report is Due

The audit firm shall prepare final financial statements, notes, required supplementary schedule and statistical data by May 22, 2020. The auditor shall provide all recommendations, revisions, and suggestions for improvement to the Town by May 22, 2020.

The final auditor reports and ten signed copies should be delivered to the Finance Officer at 1281 Hammond Road, White Bear Township, MN 55110 by June 19, 2020.

A PDF copy of the final CAFR and audit reports shall be provided to the Township by June 19, 2020.

## **V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR & REPORT PREPARATION**

### **A. Finance Department and Clerical Assistance**

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of White Bear Township under the direction of the auditor.

### **B. Work Area, Telephones, Copiers, Internet Connection**

White Bear Township will provide the auditor with reasonable work space, tables and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and wireless internet connectivity.

## **VI. PROPOSAL REQUIREMENTS**

### **A. Inquiries**

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Tom Kelly, Finance Officer  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110  
651-747-2760  
[tom.kelly@whitebeartownship.org](mailto:tom.kelly@whitebeartownship.org)

### **B. Submission of Proposals**

The following material is required to be received by November 1, 2019 for a proposing firm to be considered:

#### **1. Title Page**

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

#### **2. Table of Contents**

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 60 days.

4. General Information

- a. Firm qualifications and experience
- b. An affirmative statement that the firm is independent from White Bear Township
- c. License to practice in MN
- d. Partner, supervisor and staff qualifications and experience
- e. Prior engagement with White Bear Township
- f. Similar engagement with other governmental entities – reference with phone numbers
- g. Specific audit approach
- h. Identification of anticipated potential audit problems
- i. Report format

5. Executed copies of Proposer Guarantees and Proposer Warranties, attached to this request for proposal (Appendix A)

6. Schedule of Professional Fees and Expenses (Appendix B)

Proposers should send the completed proposal to the following address:

Tom Kelly, Finance Officer  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

## **VII. Evaluation Procedures**

### **A. Review of Proposals**

The Town will review and discuss each proposal and may request oral presentations from one or more firms selected for further consideration.

White Bear Township reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Oral Presentations

During the evaluation process, the Town may, at its discretion, request any one or all firms to make oral presentation. Such presentations will provide firms with an opportunity to answer any questions that the Town may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

C. Final Selection

It is anticipated that a firm will be selected by the Town Board during its regularly scheduled meeting on November 18, 2019.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between White Bear Township and the firm selected.

White Bear Township reserves the right without prejudice to reject any or all proposals.

**APPENDIX A**

**PROPOSER GUARANTIES**

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Service Required.

**PROPOSER WARRANTIES**

1. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-State of Minnesota) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of White Bear Township.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title \_\_\_\_\_

Firm: \_\_\_\_\_

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

**APPENDIX B**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR  
THE AUDIT OF THE 2019 FINANCIAL STATEMENTS**

	<u>HOURS</u>	<u>STANDARD HOURLY RATES</u>	<u>QUOTED HOURLY RATES</u>	<u>TOTAL</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____
<b>Subtotal</b>				_____
Total for services described				
In Section II E of the RFP				
(Detail on subsequent pages)				
Out-of-pocket expenses				_____
Meals and lodging				_____
Transportation				_____
Preparation of the CAFR				_____
Other				_____
(Specify): _____				_____
<b>Total all-inclusive maximum price for 2019 audit (not including single audit)</b>				_____
Note: The rate quoted should <u>not</u> be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.				
<b>Single Audit (if needed) maximum price for 2019</b>				_____

**APPENDIX B**

Page 2 of 2

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR  
THE AUDIT OF THE 2019 FINANCIAL STATEMENTS**

Total all-inclusive (not including single audit) maximum price for:

2020 \_\_\_\_\_

2021 \_\_\_\_\_

2022 \_\_\_\_\_

2023 \_\_\_\_\_

Total Single Audit (if needed) maximum price for:

2020 \_\_\_\_\_

2021 \_\_\_\_\_

2022 \_\_\_\_\_

2023 \_\_\_\_\_



**Town Board Meeting  
November 18, 2019**

**Agenda Number: 8.D – General Business**

**Subject: Compensation Agreement – Approve**

**Documentation: Staff Memo / Agreement w/attachments**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Utility Commission, Town Attorney & Staff Review & Recommendation Approve the Compensation Agreement Between White Bear Township, Whirlpool Corporation & Reynolds Metals Company

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PAT CHRISTOPHERSON**  
**DATE: NOVEMBER 6, 2019**

**SUBJECT: COMPENSATION AGREEMENT**

This is the final agreement drafted by our Township Attorney specific to the clean-up site on Highway 96. The Utility Commission has been working towards getting this done since May when it was discovered there was a billing discrepancy between the parties (the Township and Whirlpool Reynolds) that had been in place for nearly 30 years. Through much deliberation, the attachment is the final product. This has been placed on the agenda for your approval, but I thought I'd get it out to you beforehand if you have any questions.

## COMPENSATION AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of November, 2019 by and between the Town of White Bear, a Minnesota political subdivision (“Town”) and Whirlpool Corporation, a Delaware Corporation and Reynolds Metals Company, a Delaware Corporation (collectively referred to as “Whirlpool”).

**WHEREAS**, Whirlpool in 1989 did construct a groundwater extraction system as part of remedial action related to the Highway 96 Site. That to dispose of said groundwater Whirlpool did construct a watermain which deposits the groundwater directly into the sewer interceptor line maintained by the Metropolitan Waste Control Commission (“Commission”).

**WHEREAS**, the Commission charges a fee based on volume of water discharged into its interceptor line. However, the Commission cannot charge the discharge fee directly to Whirlpool, instead it must charge all fees related to the Whirlpool discharge to the Town.

**WHEREAS**, the Town did allow Whirlpool to directly connect to the interceptor line maintained by the Commission, on the condition that Whirlpool reimburses the Town for all fees charged by the Commission due to the groundwater discharge.

**WHEREAS**, Whirlpool pursuant to the Agreements attached hereto as Exhibits A and B has agreed that it will reimburse the Town for all fees charged by the Commission relating to the groundwater discharge.

**NOW, THEREFORE**, in consideration of the Town permitting the continued discharge of groundwater extraction from the Highway 96 Site into the interceptor line maintained by the Commission, Whirlpool hereby agrees to reimburse the Town for all charges assessed by the Commission for said discharge of groundwater. The fee charged by the Town to Whirlpool will be based upon the per gallon fee charged to the Town by the Commission for discharge water into the system maintained by the Commission. The per gallon amount shall then be multiplied by the number of gallons actually discharged by Whirlpool into the interceptor line from the Highway 96 Site. A meter will be maintained to record the actual volume of groundwater discharged by Whirlpool into the interceptor line. In addition, the Town shall be entitled to an administrative fee equal to 3% of the reimbursement due the Town from Whirlpool for the discharge of the groundwater.

This Agreement relates only to discharge of groundwater extracted from the Highway 96 Site and in no event shall groundwater from other sites be discharged into the Commission’s interceptor system without written permission of the Town.

The Town shall bill Whirlpool on a quarterly basis and the invoice shall be paid within thirty (30) days of the date it is issued.

It is hereby understood by Whirlpool Corporation and Reynolds Metals Company that each party shall be jointly and severally responsible for payment of the invoice issued by the Town pursuant to the terms of this Agreement.

This Agreement represents the entire understanding between the Town and Whirlpool regarding how reimbursement for fees charged by the Commission for discharge of groundwater extracted from the Highway 96 Site will be calculated and paid. That the Agreements attached hereto as Exhibits A and B remain in full force and effect. That no amendment to this Agreement will be affective until such a time as said amendment is reduced to writing and said writing is signed by the parties hereto.

This Agreement is governed by the Laws of the State of Minnesota and shall be binding upon the successors and assigns of Whirlpool, Reynolds and the Town. In the event of any dispute, said dispute shall be heard in State District Court, County of Ramsey, State of Minnesota.

TOWN OF WHITE BEAR

WHIRLPOOL CORPORATION

\_\_\_\_\_  
Town Chair

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

\_\_\_\_\_  
Town Clerk

REYNOLDS METALS COMPANY

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

THIS INSTRUMENT WAS DRAFTED BY:  
**KELLY AND LEMMONS, P.A.**  
2350 Wycliff Street; Suite 200  
St. Paul, MN 55114  
Telephone: 651-224-3781  
Facsimile: 651-223-8019

AGREEMENT

IN CONSIDERATION of the Town of White Bear's efforts in obtaining the proper and adequate clean-up of the dump that is located in approximately the South one-half of Section 16, and Section 17, Township 30, Range 22, Ramsey County, Minnesota, the parties agree that they will indemnify and hold the Town of White Bear harmless for any volume charges, strength charges or SAC charges and all costs and expenses incurred in connecting into the Metropolitan Waste Control Commissions facilities.

This Agreement will continue until the clean-up project is accepted by all governmental agencies involved.

WITNESSED this \_\_\_\_\_ day of September, 1988.

WHIRLPOOL CORPORATION

BY: [Signature] 10-4-88

REYNOLDS METALS COMPANY

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

\_\_\_\_\_  
HELEN KRAWCZEWSKI, Property Owner

\_\_\_\_\_  
RICHARD KRAWCZEWSKI, d/b/a  
RED ARROW COMPANY

EXHIBIT

A

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BERRIEN )

The foregoing instrument was acknowledged before me this 4th  
day of October, 1988, by Robert Frey, a General Counsel  
and by \_\_\_\_\_, a \_\_\_\_\_, of Whirlpool  
Corporation, a Delaware corporation, on behalf of the  
corporation.

Susan L. Rood

**SUSAN L. ROOD**  
Notary Public, Berrien County, Michigan  
My Commission Expires May 1, 1992

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1988, by \_\_\_\_\_, a \_\_\_\_\_  
and by \_\_\_\_\_, a \_\_\_\_\_, of Reynolds  
Metals Company, a \_\_\_\_\_ corporation, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public, Ramsey County, Minn.

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1988, by Helen A. Krawczewski, unmarried.

\_\_\_\_\_  
Notary Public, Ramsey Cty., MN

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1988, by Richard Krawczewski, d/b/a Red Arrow  
Company.

\_\_\_\_\_  
Notary Public, Ramsey County, Minn.

AGREEMENT

IN CONSIDERATION of the Town of White Bear's efforts in obtaining the proper and adequate clean-up of the dump that is located in approximately the South one-half of Section 16, and Section 17, Township 30, Range 22, Ramsey County, Minnesota, the parties agree that they will indemnify and hold the Town of White Bear harmless for any volume charges, strength charges or SAC charges and all costs and expenses incurred in connecting into the Metropolitan Waste Control Commissions facilities.

This Agreement will continue until the clean-up project is accepted by all governmental agencies involved.

WITNESSED this \_\_\_\_\_ day of ~~September~~ <sup>October</sup>, 1988.

WHIRLPOOL CORPORATION

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

REYNOLDS METALS COMPANY

By: *J. Sheehan*  
Jeremiah J. Sheehan, Vice President

HELEN KRAWCZEWSKI, Property Owner

RICHARD KRAWCZEWSKI, d/b/a  
RED ARROW COMPANY

EXHIBIT

B

STATE OF MINNESOTA)  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by \_\_\_\_\_, a \_\_\_\_\_ and by \_\_\_\_\_, a \_\_\_\_\_, of Whirlpool Corporation, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, Ramsey County, Minn.

Virginia  
STATE OF ~~MINNESOTA~~  
Chesterfield) ss.  
COUNTY OF ~~RAMSEY~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 1988, by Jeremiah J. Sheehana Vice President and by \_\_\_\_\_, a \_\_\_\_\_, of Reynolds Metals Company, a Delaware corporation, on behalf of the corporation.

Maure R. Pinner Chesterfield  
Notary Public, ~~Ramsey County, Minn.~~ Henrico County, Virginia  
My Commission expires: May 8, 1989

STATE OF MINNESOTA)  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by Helen A. Krawczewski, unmarried.

\_\_\_\_\_  
Notary Public, Ramsey Cty., MN

STATE OF MINNESOTA)  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by Richard Krawczewski, d/b/a Red Arrow Company.

\_\_\_\_\_  
Notary Public, Ramsey County, Minn.



**Town Board Meeting  
November 18, 2019**

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

**Subject: Town-Clerk Treasurer Annual Performance Evaluation**

**Documentation: None**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

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**Minutes  
Town Board Meeting  
May 6, 2019**

**GENERAL BUSINESS – CLERK-TREASURER PROBATIONARY PERIOD:** It's the Town Policy to go through a probationary period review. Ruzek suggested filling out evaluation forms outside of the meeting and go through Lemmons to be presented to Christopherson at the Town Board Executive Meeting. There was consensus and agreement with this.



**Town Board Meeting  
November 18, 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