



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: wbt@whitebeartownship.org

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

AGENDA TOWN BOARD MEETING FEBRUARY 3, 2020

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 January 22, 2020 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Special Town Board Meeting** – Call Special Town Board Meeting for Thursday, February 6, 2020 Beginning @ 6:00 p.m. at 4200 Otter Lake Road, to Attend a Neighborhood Open House for the 2020 Road Improvements.
 - B. **Board of Audit** – Call Board of Audit Meeting for Friday, February 28, 2020 @ 10:55 a.m., at the Township Administrative Offices, 1281 Hammond Road.
 - C. **Cable Franchise Extension Agreement** – Approve Extension of Expiration Date of the Current Franchise Agreement from February 28, 2020 to March 31, 2020 & Authorize Execution by the Town Board Chair.
 - D. **Stable Property, 5685 Portland Avenue** - Call Public Hearing for Monday, March 2, 2020 Beginning @ 7:00 At Heritage Hall, 4200 Otter Lake Road to Consider a Major Subdivision & Conditional Use Permit for a Planned Unit Development.
 - E. **2020 Manitou Days Grande Parade** – Authorize Participation in the 2020 Manitou Days Grande Parade at a Cost of \$70.00 & Call a Special Town Board Meeting for Friday, June 19, 2020 Beginning @ 4:30 p.m.
 - F. **Vacation of Excess Right-of-Way – 5297 West Bald Eagle Boulevard** – Call Public Hearing for Monday, April 13, 2020 @ 7:00 p.m. @ Heritage Hall, 4200 Otter Lake Road.

White Bear Township's

Mission:

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



recycled paper

6. **Old Business: Water Gremlin Building Permit** – Building Inspector Report.

7. **Public Hearing:** None

8. **New Business:**

Town Planner Item:

A. **Ordinance No. 33 (Sign Ordinance)** – Amendment.

B. **Cub Foods** - Request for Renewal of Permitted Use Standards Permit to Sell Christmas Trees.

Public Works Director Item:

C. **2020 Sealcoat Project:**

1. Approve Bid Specifications.
2. Authorize Advertisement for Bids.

Town Engineer Item:

D. **Improvement 2020-2 – Water System Improvements:**

1. Approve Plans & Specifications.
2. Authorize Advertisement for Bids.

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
February 3, 2020**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of February 3, 2020 Agenda
Approval of Payment of Bills
Approval of Minutes of January 22, 2020

Documentation: February 3, 2020 Agenda
January 22, 2020 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	February 3, 2020 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	January 22, 2020 Meeting

**MINUTES
TOWN BOARD MEETING
JANUARY 22, 2020**

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

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

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted with the supplemental information for agenda item 8A, and adding agenda item 9A) Town Mission Statement for the website. McCune seconded. Ayes all.

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

APPROVAL OF MINUTES OF JANUARY 6, 2020 (Additions/Deletions): Ruzek moved to approve the minutes of January 6, 2020. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to approve the consent agenda as follows: 5A) 2020 Fire Service Contract Addendum – approve 2020 addendum. Ruzek seconded. Ayes all.

2105 STILLWATER STREET – CONSIDER CALLING PUBLIC HEARING TO ABATE NUISANCE: Building Inspector Mike Johnson was present to report on this agenda item. 2105 Stillwater Street has been a nuisance item for years. The Board heard from neighbors at the public hearing in November. Since then, he was given a 30-day notice; however, it has been more than 30 days.

There was discussion among the Board of how best to proceed. At the December Executive Board meeting it was discussed that another public hearing would demonstrate good faith and due diligence to work with the owner/caretaker of the property. At the public hearing in November, Lopez was given a list of 15 items. Johnson reported that none have been completed and there has been minor work done.

The Board could call a public hearing and then has the authority to cancel or delay action upon completions of the items but there have been no improvements thus far. It was noted that the Town Attorney will have a letter drafted for the Board to look at the January Executive meeting. There was some discussion over a court order, since Lopez has legal representation that reached out about inquiry of tonight's meeting. Any potential application of a court order would take about 60 days to affirm. The status would be for the Town Board to present its case, looking for the court to affirm the Board's decision to either sell the property as is or fix it within our time frame.

It was noted that Johnson talked to Lopez before the December Executive meeting, and the vacant building fee has been paid but no paper work completed; however, the work on the house remains uncompleted as well.

Ruzek moved to skip the second public hearing, apply for the court order, and await the results since a hearing will be scheduled at a later date with the court order. McCune seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
JANUARY 22, 2019

4TH QUARTER CONSTRUCTION REPORT: Building Inspector Mike Johnson was present to report on the 4th quarter construction permits that the Town issued. December's permits were compared to 2019 year to date and 2018 year to date numbers. The charts on page 23 and 24 were presented and discussed. The number of permits issued year by year has stayed consistent over the last 4 years. There was some discussion over the 2 permits issued in December and how the Town evaluates the valuation. It was noted that it is based on the square footage of a project, about \$90 per square foot. The Town hasn't re-evaluated for about 5 years or more. There may be additional discussion on this agenda item this year as the Town is re-evaluating the fees and charges.

ORDINANCE NO. 54 – 2. APPROVE ORDINANCE NO. 54 (FEES & CHARGES) AMENDMENT – 3. ADOPT RESOLUTION ESTABLISHING CERTAIN FEES: The Town Clerk reported that this hasn't been done since 1999, so he had the administrator give an analysis of the issued permit fees over the years and propose changes in the permits for Town Board consideration.

There was discussion of the chart on page 27 with the big jump in pricing for homes of \$500,001-\$1,000,000. It was noted that staff should report on the other municipalities' pricing of permits.

Ruzek moved to approve the Ordinance No. 54 (Fees & Charges) Amendment with reconsideration of pricing/building range of \$500,000 to \$1,000,000. McCune seconded. Ayes all.

Ruzek moved to adopt the resolution establishing certain fees & charges in the Town of White Bear. McCune seconded. Ayes all.

ADDED AGENDA ITEMS: Supervisor Ruzek reported that the Town would like to display the Mission, Vision, and Values on the website, but would like some input on where. There were 2 options presented: right on the front page where the residents can click on an icon and can view them, or under the Town Board tab they will be presented in a tab of their own. It was discussed and the consensus was that it should be option 2: in the Town Board section, so it can be grouped together neatly.

OPEN TIME: No one was present for open time.

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

McCune moved to adjourn the meeting at 7:36 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Recording Secretary

MINUTES
TOWN BOARD MEETING
JANUARY 22, 2019

Approved as Official Meeting Minutes

Town Board Chair

Date

DRAFT



**Town Board Meeting
February 3, 2020**

Agenda Number: 5A – Consent Agenda

Subject: Special Town Board Meeting – Call Special Town Board Meeting for Thursday, February 6, 2020 Beginning @ 6:00 p.m. at 4200 Otter Lake Road, to Attend a Neighborhood Open House for the 2020 Road Improvements

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Special Town Board Meeting for Thursday, February 6, 2020 Beginning @ 6:00 p.m. at 4200 Otter Lake Road, to Attend a Neighborhood Open House for the 2020 Road Improvements



Public Notice

Special Town Board Meeting

Thursday, February 6, 2020

beginning at 6:30 p.m.

**at Heritage Hall
4200 Otter Lake Road**

- To Attend the Neighborhood Open House for the 2020 Street Improvements



**Town Board Meeting
February 3, 2020**

Agenda Number: 5B – Consent Agenda

Subject: Board of Audit – Call Board of Audit Meeting for Friday, February 28, 2020 @ 10:55 a.m., at the Township Administrative Offices, 1281 Hammond Road

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Board of Audit Meeting for Friday, February 28, 2020 @ 10:55 a.m., at the Township Administrative Offices, 1281 Hammond Road



Public Notice

Board of Audit Meeting

Friday, February 28, 2020

at 10:55 a.m.

at the

**Township Administrative Offices
1281 Hammond Road
White Bear Township, MN 55110**



**Town Board Meeting
February 3, 2020**

Agenda Number: 5D – Consent Agenda

Subject: Cable Franchise Extension Agreement – Approve Extension of Expiration Date of the Current Franchise Agreement from February 28, 2020 to March 31, 2020 & Authorize Execution by the Town Board Chair

Documentation: Agreement

Action / Motion for Consideration:

Receive Information / Discuss

Approve Extension of Expiration Date of the Current Franchise Agreement from February 28, 2020 to March 31, 2020 & Authorize Execution by the Town Board Chair

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on November 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties previously agreed to extend the expiration date of the Franchise, and of obligations in the Settlement Agreement, through August 31, 2019; and

WHEREAS, the parties wish to extend certain time periods provided under the Franchise Documents to provide time for the parties to work cooperatively as they engage in the renewal processes contemplated by state and federal law.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including March 31, 2020.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to August 31, 2019 is changed to March 31, 2020.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. Both parties agree that the further extension will not require recommencement of the renewal process under state or federal law, or require either party to re-conduct any studies or proceedings that may have been or are being conducted.

Section 5. This Extension Agreement does not confer upon the Franchisee any additional rights under Section 626 of the Cable Act.

Section 6. By entering into this Extension Agreement, the parties do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable Federal, state, or local rule, regulation, law or precedent.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

By: 
John D. Keller
Title: Regional Vice President

Date: 11/16/19

CITY OF BIRCHWOOD VILLAGE

By:

Title:

Date:

CITY OF DELLWOOD

By:

Title:

Date:

CITY OF GRANT

By:

Title:

Date:

CITY OF LAKE ELMO

By: _____

Title:

Date:

WHITE BEAR TOWNSHIP

By:

Title:

Date:

CITY OF MAHTOMEDI

By:

Title:

Date:

CITY OF NORTH ST. PAUL

By:

Title:

Date:

CITY OF OAKDALE

By:

Title:

Date:

CITY OF WHITE BEAR LAKE

By:

Title:

Date:

CITY OF WILLERNIE

By:

Title:

Date:



**Town Board Meeting
February 3, 2020**

Agenda Number: 5D – Consent Agenda

Subject: Stable Property, 5685 Portland Avenue - Call Public Hearing for Monday, March 2, 2020 Beginning @ 7:00 At Heritage Hall, 4200 Otter Lake Road to Consider a Major Subdivision & Conditional Use Permit for a Planned Unit Development

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, March 2, 2020 Beginning @ 7:00 At Heritage Hall, 4200 Otter Lake Road to Consider a Major Subdivision & Conditional Use Permit for a Planned Unit Development



NOTICE IS HEREBY GIVEN, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, March 2, 2020, at 7:00 p.m. to consider the following requests:

- Major Subdivision
- Conditional Use Permit for a Planned Unit Development

at the following described property:

Beginning at the South line of the North half of the Southeast $\frac{1}{4}$ and 250 feet West of the centerline of Portland Avenue; thence North at right angles 480 feet; thence East at right angles 217 feet to the West line of said avenue; thence North along said avenue 60 feet; thence West at right angles 217 feet; thence North at right angles to the South line of the North 660 feet; thence West along said South line of North 660 feet to the West

(5685 Portland)

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

Given under my hand this 3rd day of February, 2020.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
February 3, 2020**

Agenda Number: 5E – Consent Agenda

Subject: 2020 Manitou Days Grande Parade – Authorize Participation in the 2020 Manitou Days Grande Parade at a Cost of \$70.00 & Call a Special Town Board Meeting for Friday, June 19, 2020 Beginning @ 4:30 p.m.

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Authorize Participation in the 2020 Manitou Days Grande Parade at a Cost of \$70.00 & Call a Special Town Board Meeting for Friday, June 19, 2020 Beginning @ 4:30 p.m.

2020 MANITOU DAYS GRANDE PARADE
FRIDAY, JUNE 19, 2020
PARTICIPANT INFORMATION & APPLICATION

Welcome! We hope you will join us at the 2020 Manitou Days Grande Parade scheduled for **Friday, June 19th** in downtown White Bear Lake. The following information is for individuals, organizations and businesses who would like to participate. To join us, simply complete the following application and mail in with applicable **participation fee** to White Bear Events. The Manitou Days Parade is limited to the first **95** registered and paid entries. Parade assignments are determined based on the date completed applications, **including participation fee**, are received by White Bear Events. **E-mail Questions to: manitoudaysparade@hotmail.com**

Parade Participant Rules

Our goal is to create a safe and fun event for everyone at the Manitou Days Grande Parade, participants and spectators alike. In order to achieve this goal, we have established parade rules intended to keep everyone safe at all times. **By signing and submitting the parade application, you are acknowledging that you have read, understand and agree to our participation rules, and that you will share the information with everyone in your group.**

1. There will be **no smoking or alcohol** allowed on or within floats, parade vehicles or walking units. Fire or open flame on any unit is prohibited.
2. We strongly suggest that all decorative materials be fire resistant and encourage safety ropes or rails if passengers are aboard floats or open truck beds.
3. All drivers must possess a valid driver's license. Drivers must have 180-degree forward vision.
4. Vehicle horns or sirens must not be sounded. They prevent musical groups from being heard.
5. **For safety reasons, no participant may throw any item from a float or other unit in the Manitou Days Grande Parade.** Items include but are not limited to: beach balls, candy, water propelled from squirt guns, frisbees, etc. If you wish to distribute items to parade spectators, distribution must be made by persons handing out items while walking along the parade route as part of an officially registered entry.
6. The Manitou Days Grande Parade Committee and White Bear Events reserves the right to bar and/or remove from the parade at any time, any entrant not conforming to the rules and regulations of the parade, or refusing to follow the instructions of the White Bear Lake Police or parade officials.

Be careful at all times. The Manitou Days Parade Committee, White Bear Events and City of White Bear Lake collectively and individually disclaim any responsibility for accidents that may occur on June 19th in the staging area, while the parade is being lined up, in the parade line of march and at West Park. By signing and returning the application all parties in your group waive and release any claim against the Manitou Days Parade Committee, White Bear Events and City of White Bear Lake and any of their officers, directors, employees, contractors, agents volunteers or sponsors, for any personal injury, property damage or other damage sustained, whether or not caused in whole or in part by the negligence of such officers, directors, employees, contractors, agents and volunteers, which occurs during or as a result of participation in the Manitou Days Grand Parade on Friday, June 19, 2020.

Parade Participation Fee

ALL GROUPS MUST PAY A FEE to participate in the Manitou Days Grande Parade. Fees are structured base on your group entry type (ie non-profit and regular entry) and the date your application is received. **The parade fee covers one group and one support vehicle.** Additional vehicles are allowed for an additional cost of \$100 each. Parade application fees are non refundable. Payment options are cash or check payable to White Bear Events. **Registration Deadline is May 15, 2020. White Bear Events can not wave the parade fee for any group, nor do we accept trades of goods or services in exchange for the parade fee. Limited non-profit spaces are available, therefore, only local churches, organizations and youth orientated groups are eligible for this fee. POLITICAL ENTRIES DO NOT qualify for the non-profit rate. All applications are subject to Manitou Days Parade Committee approval.**

Parade Participant Information

Date:

Friday, June 19, 2020

Time:

The Parade will start at 6:30 pm rain or shine. Line-up times are staggered beginning at 4:30 p.m.

Distance:

The parade route is about one mile long. Line up space will add to the distance participants walk in the Parade.

Route:

The Manitou Days Grande Parade will begin on 2nd Street at Clark Avenue. The parade will travel down 3rd Street and turns north on Banning Avenue. The parade follows Banning Avenue for one block and turns east onto 4th Street. The parade travels down 4th Street to Lake Avenue. At Lake Avenue, the parade turns north and follows Lake Avenue to 11th Street/West Park. Parade units will disband in the side streets around West Park. The staging area for the line-up will take place on Clark Avenue, Lake Avenue and 1st Street and 2nd Street.

Line Up Information:

Parade orders including line-up information (which is your parade number and division assignment), staging location, special information and a map will be sent to all registered parade entries in early June. Information will also be posted online at <http://www.manitoudays.com>. **The Parade order is based in part on date applications and fees are received.** We are unable to accommodate special requests as many parade entries involve young children, the elderly or individuals with plans following the parade. Please make arrangements to communicate all line-up information to everyone in your group prior to the Manitou Days Grande Parade. Make sure that they know under which name your group is registered (Name of Unit as listed on the application).

Distribution of Promotional Items:

It is estimated that a minimum of 8,000 spectators venture into downtown White Bear Lake for the Manitou Days Grande Parade. Keep this information in mind as you plan the amount of candy and promotional items you wish to distribute. Please note that stickers, water guns and water balloons are **NOT** allowed. Please limit distribution of paper and handouts along the parade route. The Manitou Days Grande Parade Committee encourages participants to minimize paper and general waste that may wind up in city streets, in yards and in White Bear Lake.

Parking Information:

Highway 61 gets very busy the afternoon and evening of the Manitou Days Grande Parade. If possible, avoid travel on Highway 61. Consider using side streets or enter the downtown area from the north end of town. Look for parking spaces on the west side of Highway 61. We strongly suggest that you consider designating a location on the west side of Highway 61 to meet as a group. If you have been in our parade before, you know that line up space is at a premium, and often shares the road with residential traffic. Help us keep the line up area as safe as possible by telling everyone in your group to walk into the lineup areas as the roads will be closed to all non-residential traffic. We are also counting on you to pass on all line-up information to your group such as your parade number and division. By doing so you are helping us to create a safe and enjoyable parade. Parade orders including line-up information will be mailed to you in early June and posted online at <http://www.manitoudays.com>

Application on following page.

2020 Manitou Days Grande Parade Application

Friday, June 19 - Rain or Shine! 6:30 pm - Downtown White Bear Lake

Application Deadline May 15 for Publication Purposes.

As space allows May 16 - June 13.

Applications will not be accepted after June 13.

of Entries Requested _____ **Type of Unit:** Float Novelty Musical Commercial Other

Name of Unit (as it should appear in print): _____

Line-Up space is at a premium. **All groups will be given 30 feet for line-up.** Please let us know if additional space is requested. We will do our best to accommodate your request which may include moving your group farther back in the parade. Please note that if you do not request additional space and you show up at the parade needing more space, you will be directed to the end of the parade. Please request additional space if you think you may need it.

We would like to request an additional _____ feet of space for line-up. Vehicle Type (if applicable): _____

Business/Organization: _____

Contact: _____ E-mail: _____

Daytime Phone: _____ Evening: _____ Cell: _____

Address : _____

City: _____ State: _____ Zip: _____

I have read & agree with the Parade Participant Rules - Signature: _____

Please provide some commentary about your group for the Parade Emcee:

Parade Application Fee Scale/Schedule

The Manitou Days Parade is limited to 99 units. **Each parade application fee covers one group and one support vehicle only.** Additional vehicles are allowed at an additional cost of \$100 each. **Parade line-up assignments are determined by the date completed applications (including payment) are received by White Bear Events.** Early registrants will be placed in the front of the parade; those who register later will be placed towards the end of the parade. Manitou Days Parade application fees are non-refundable. Payment options: Cash or Check payable to White Bear Events. White Bear Events does not accept credit card payments. Registration Deadline: May 15. All applications are subject to Manitou Days Parade Committee Approval.

<u>Application Received By:</u>	<u>March 31</u>	<u>April 30</u>	<u>May 19</u>
Regular Entries Fee	\$135	\$160	\$185
Non-Profit Entries Fee	\$70	\$ 80	\$ 90

White Bear Events cannot waive the parade fee for any group, nor do we accept trades of goods or services in exchange for the parade fee. Only local churches/organizations and youth orientated groups are eligible for the non-profit rate. Political groups DO NOT qualify for the non-profit rate. Applications sent in with the incorrect fee will be returned.

<p>TO REGISTER</p> <p>Send completed and signed entry form along with payment to White Bear Events 4707 Highway 61, #103 -White Bear Lake, MN 55110 QUESTIONS E-mail:manitoudaysparade@hotmail.com</p>
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<p>FOR OFFICE USE ONLY:</p> <p>DATE RECEIVED: _____</p> <p>AMOUNT PAID: _____</p>
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Public Notice

Special Town Board Meeting

Friday, June 19, 2020

at 4:30 p.m.

**in the City of White Bear Lake
at the Parade Route**

- To Attend the Manitou Days Grande Parade



**Town Board Meeting
February 3, 2020**

Agenda Number: 5F – Consent Agenda

Subject: Vacation of Excess Right-of-Way – 5297 West Bald Eagle Boulevard – Call Public Hearing for Monday, April 13, 2020 @ 7:00 p.m. @ Heritage Hall, 4200 Otter Lake Road

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, April 13, 2020 @ 7:00 p.m. @ Heritage Hall, 4200 Otter Lake Road to Vacate the Excess Right-of-Way at 5297 West Bald Eagle Boulevard



NOTICE OF HEARING TO VACATE EXCESS RIGHT-OF-WAY IN THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage hall, 4200 Otter Lake Road, in said Town on Monday, April 13, 2020 @ 7:00 p.m. to consider a petition of a majority of owners of affected property to vacate excess right-of-way in the Town of White Bear, which affects the following property:

5297 West Bald Eagle Boulevard

and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereto, pursuant to Minnesota Statutes, Section 368.01, Subd. 25.

Given under my hand this 3rd day of February, 2020.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer

PETITION TO VACATE PARTS OF
BALD EAGLE BOULEVARD WEST,
WHITE BEAR TOWNSHIP

To: **White Bear Township, 1281 Hammond Road, White Bear Township,
Minnesota 55110**

Michael Jansen and Tracey Jansen, residing in and owning property in White Bear Township, Minnesota addressed at:

5297 Bald Eagle Boulevard West
White Bear Township, Minnesota, 55110;

which property adjoins Bald Eagle Boulevard West, hereby petitions for the vacation of excess and unneeded road right-of-way as fully described on the attached Exhibit A.

In Witness Whereof, the undersigned has set her hand this 10 day of January, 2020.

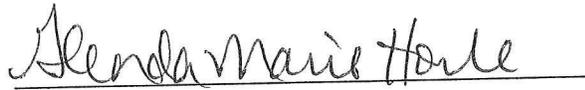


Tracey Jansen

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of January, 2020 by Tracey Jansen.





Notary Public

In Witness Whereof, the undersigned has set his hand this 23 day of January, 2020.



Michael Jansen

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 23rd day of January, 2020
by Michael Jansen.



Glenda Marie Houle
Notary Public

Additional township voters/residents signing on the attached Exhibit B join in this
petition.

This Petition was Prepared by:
Edward L. Pardee, PA
Attorneys at Law
4856 Banning Avenue
White Bear Lake, MN 55110
Telephone: 651-429-2063

Exhibit A

Michael and Tracey Jansen
5297 Bald Eagle Blvd. West

**VACATION
OF
EXCESS RIGHT-OF-WAY
OF BALD EAGLE BOULEVARD**

That part of Bald Eagle Boulevard West, formerly known as Lake Avenue or County Road, as platted in the plats of Milner's Lake Add., Town of Bald Eagle and The Eyrie which lies outside of a 66 foot strip of land retained for road purposes, the centerline of which is described as follows:

Commencing at the South Quarter corner of Section 11, Township 30 North, Range 22 West, Ramsey County, Minnesota; thence northerly along the north and south quarter line of said Section 11, having a assumed bearing of North 0 degrees 06 minutes 39 seconds West for 2058.26 feet to the point of beginning; thence South 68 degrees 29 minutes 42 seconds West for 25.63 feet; thence South 78 degrees 51 minutes 31 seconds West for 291.86 feet; thence South 81 degrees 20 minutes 23 seconds West for 362.59 feet; thence North 89 degrees 24 minutes 04 seconds West for 411.28 feet; thence North 86 degrees 43 minutes 14 seconds West for 127.11 feet; thence North 69 degrees 32 minutes 32 seconds West for 228.94 feet; thence North 56 degrees 17 minutes 24 seconds West for 324.10 feet; thence North 32 degrees 18 minutes 35 seconds West for 130.06 feet; thence North 22 degrees 42 minutes 36 seconds West for 147.16 feet; thence North 26 degrees 45 minutes 47 seconds West for 251.85 feet through a point on the east and west quarter line said point being 726.40 feet easterly of the west quarter corner of said Section 11; thence North 26 degrees 17 minutes 23 seconds West for 331.66 feet; thence North 28 degrees 07 minutes 28 seconds West for 315.32 feet; thence North 25 degrees 01 minutes 36 seconds West for 252.59 feet to the easterly extension of the northerly line of Lot 7, The Eyrie and there terminating.

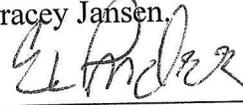
Except that part described in Document No. 1249479, and except that part lying southerly of said 66 foot strip adjoining Lots 7 and 8, Block 1, Milner's Lake Add. and adjoining Block 13, Town of Bald Eagle and adjoining Blocks 1 and 2, Bensons Rearrangement of Block Twelve Bald Eagle and adjoining vacated Benson Street and St. Anthony.

And which lies between the Northeasterly Extension of the Northwesterly line of Lot 10, and the Northeasterly Extension of the Southeasterly line of Lot 12, Block 2, Milner's Lake Addition, Ramsey County, Minnesota.

Exhibit B

Michael and Tracey Jansen
5297 Bald Eagle Blvd. West

The undersigned residents and voters in White Bear Township join in the attached Petition to Vacate Parts of Bald Eagle Boulevard West of Michael and Tracey Jansen.



Signature

EDWARD PARASZ

Printed Name

5496 E. BALD EAGLE BLVD.

Address



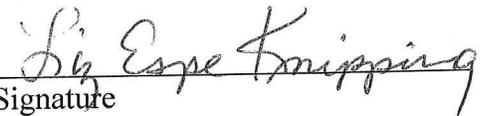
Signature

Patricia Finia

Printed Name

5003 W Bald Eagle Blvd

Address



Signature

Liz Espe Knipping

Printed Name

5291 W. Bald Eagle Blvd.
W.B.L. MN 55110

Address



Signature

Todd E. Knipping

Printed Name

5291 W. Bald Eagle

Address

White Bear Lake Blvd

Eric Bruggeman

Signature

Eric Bruggeman

Printed Name

5195 Summit St WBL

Address

Candy

Signature

Candy Zollinger

Printed Name

5192 Summit St. WBL

Address



**Town Board Meeting
February 3, 2020**

Agenda Number: 6 – Old Business

Subject: Water Gremlin Building Permit – Building Inspector Report

Documentation: Building Inspector Report

Action / Motion for Consideration:

Report at Meeting / Discuss

MEMORANDUM

TO: TOWN BOARD
FROM: MIKE JOHNSON - BUILDING OFFICIAL
DATE: JANUARY 30, 2020

SUBJECT: WATER GREMLIN PROPOSED BUILDING PERMIT REQUESTS

Water Gremlin Company is proposing a three-phase construction project with the ultimate goal of providing a permanent lead hygiene facility for the building occupants located at 4400 Otter Lake Road.

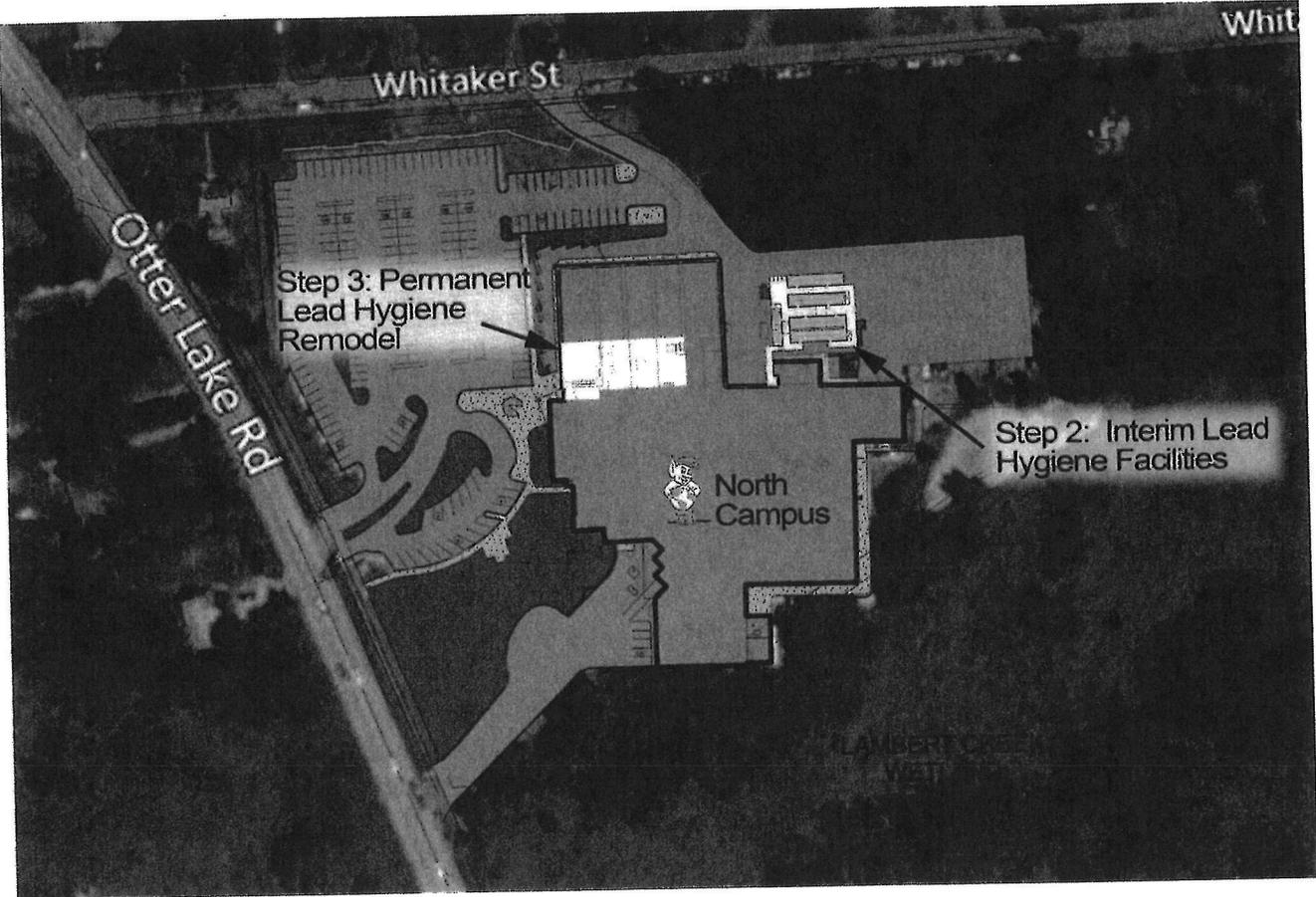
The first phase of the project is to relocate a manufacturing process from 4400 Otter Lake Road to a new location at the south campus at 4316 Otter Lake Road. Phase one submittal is currently under review by the Town's Building Department and the Fire Department. The building permit review for phase one is nearly complete and I expect to issue the building permit for phase one on approximately February 3, 2020.

The second phase of the proposed lead hygiene improvements is to construct a temporary structure in the northeast corner of the property located at 4400 Otter Lake Road. This structure will utilize trailer enclosures along with a wood frame structure. This structure is proposed to be used as a temporary locker room for employees entering and leaving the facility. This structure will contain temporary showers, restrooms and other lead hygiene facilities.

The third phase of the proposed project is to completely remodel and expand the existing locker room facility located at 4400 Otter Lake Road. A permanent locker room with showers restrooms and lead hygiene facilities is proposed.

The Town is requesting three separate building permit applications permitting each construction phase separately. Phase 1 has been submitted for review and is almost complete. Phase 2 building permit application was submitted on January 24, 2020 and possibly could be ready within two weeks of submittal. Phase 3 of the project has not been submitted for approval at this time. I would expect the submittal for phase 3 to be submitted to the Township for review within the next few weeks.

Site Layout of Water Gremlin's North Campus Facility





**Town Board Meeting
February 3, 2020**

Agenda Number: 7 – Public Hearings

Subject: None

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
February 3, 2020**

Agenda Number: 8.A – New Business

Town Planner Item:

Subject: Ordinance No. 33 (Sign Ordinance) – Amendment

**Documentation: Staff Memo w/attachments /
Proposed Ordinance Amendment**

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the Amendment of Ordinance No. 33, Section 3-16.7 & Section 4-1.4 as Prepared by Staff

**Minutes
Planning Commission
January 23, 2020**

SIGN ORDINANCE AMENDMENT – SECTIONS 3-16.7 & 4-1.4 OF ORDINANCE NO. 33 WHICH WOULD PERMIT AN ELECTRONIC BILLBOARD: The Town Planner recapped the previous month's discussion regarding Clear Channel's proposal. Matthew Weiland from Clear Channel was present to discuss their mission with the digital billboard proposal and answer any questions.

Clear Channel is an international company but is based out of northeast Minneapolis. They specialize in marketing on billboards, and over the years billboards have started turning digital. The first city in the metro county to get a digital sign was Minnetonka in 2006. The Federal Highway Administration (FHWA) and the state of MN allow the digital billboards to change every 6 seconds, but Clear Channel's proposal is for 8 slots to change every 8 seconds. Aside from advertisers getting face time on the billboard, the Township would get 20 hours of free time in the rotation per month. Clear Channel partners with municipalities and authorities to get amber alerts, weather alerts, and other important information to drivers quickly.

It was explained that each billboard has ambient light sensors that monitor the conditions around. There was much discussion on this. It was noted that there are webcams that monitor the billboard to ensure it isn't broken or flashing. On page 14 of the packet under "brightness requirements" it lists the operating characteristics that have been set to perform and function like static billboards. "Digital billboards shall not operate at brightness levels of more than .3 foot candles above ambient light, as

measured using a foot candle meter at a pre-set as measured a horizontal distance of 250 feet from the nominal size 14 feet x 48 feet sign face.”

It was noted that the City of Saint Paul is the only municipality not at the 8 second change rule, it is at every 12 seconds. This was discussed at length: would Clear Channel extend it to 15 or 30 seconds? Weiland stated that the most economical measure of time is 8 seconds and that while it may be negotiable, [it would no longer be profitable, and therefore not of as much interest]. If the Board doesn't approve the 8 second change rule, Clear Channel will opt to just keep it as a static billboard.

There were some questions about the market in other parts of the country regarding the 8 second rule and exact math on the ambient lighting technology. Weiland will give more information to Riedesel.

Kotilinek motioned to add section 3-16.7 – Off premise advertising signs are permitted to have a digital display. The sign face shall not change more than once every 8 seconds. No video or word changes may take place during the 8 second interval. Artner seconded. Ayes: Artner, Kotilinek; nays: Swisher, Loes, Denn. Motion failed.

There was discussion on how to proceed. The Commission decided it would be best to go through the whole process, flush out everyone's input to give to the Town Board so it can best make a decision with all information.

Artner motioned to amend section 4-1.4 – Flashing signs or revolving signs, except those with symbols or numerals indicating time and temperature and word changes, provided the words do not change more frequently than once every eight (8) seconds. Kotilinek seconded. Ayes: Artner, Kotilinek; nays: Swisher, Loes, Denn. Motion failed.

The two major concerns were the timing and ambient lighting. Loes stated she would reconsider if the timing could be lengthened, though she doesn't necessarily agree with digital billboards for distractions and safety implications. Swisher stated that the Township is a unique place, with its location north of the metro area there is a more quiet and dark atmosphere in the evenings other communities don't get. He wants to keep it that way. He has watched other electronic billboards and says that the colors are unnatural and bright. Denn was concerned with the timing and the light level at night. He is concerned with the distraction it poses to drivers.

Kotilinek and Artner were the only ayes. Kotilinek isn't concerned with the timing as a dramatic safety issue and he appreciates the aspect of public service with the amber alerts and weather alerts. Artner appreciates billboards on long drives, but has some concern over light pollution. She inquired of Clear Channel's participation in the dimming of light. There was some discussion of the technological advances Clear Channel's software has taken to allow the lighting to change during day light and nighttime hours. Weiland will be in touch with Riedesel regarding numbers and the Board will discuss this agenda item further.

The Commission felt it important to at least have the structure in place for the Board, in case they pass the proposal, regarding an amendment to the statute on ambient lighting. Currently Clear Channel's approach is "Digital billboards shall not operate at brightness levels of more than 0.3 candles above ambient light, as measured using a foot candle meter at a pre-set as measured a horizontal distance of 250 feet from the nominal size 14 ft. x 48 ft. sign face."

Loes motioned to recommend the Town Board have ambient lighting requirements including the maximum allowed, in place as 3-16.8. Artner seconded. Ayes all.

Minutes
Planning Commission Meeting
December 4, 2019

CLEAR CHANNEL – SIGN ORDINANCE AMENDMENT TO PERMIT A DIGITAL OFF-PREMISES ADVERTISING SIGN: The Town Planner reported that this agenda item was originally reviewed at the October meeting. He gave a brief history of Clear Channel's relationship with the Township and how their 15 year lease is up. Clear Channel wants to construct a digital billboard that rotates 8 ads every 8 seconds on one of the two billboards which they lease from the Town. This will require an ordinance amendment if approved because the current off-premises advertising digital ordinance states ads can only change every 30 seconds. There was discussion of keeping the sign ordinance at 30 seconds, but approving Clear Channel rights to construct a digital sign at their own expense. There was discussion of ensuring no video or scrolling words, just static ads. It was noted that that wording will be implemented into the contract. There was discussion on whether or not Clear Channel would sign another lease for the billboard if it's not allowed to be digital. There was discussion on the surrounding communities, their signage and advertising leases. It was noted that where the billboard is placed, not many Township residents travel that far north so there was discussion on whether or not this digital sign would benefit the residents. There was discussion on light pollution. It was the consensus that ultimately the Commission would like more information on the topics that were discussed. It was the consensus that staff will reach out and ask a Clear Channel representative to attend the January Planning Commission meeting.

Swisher motioned to recommend the Town Board keep the sign ordinance as is. Loes seconded. Ayes: Kotilinek, Loes, Swisher, Nays: Artner, Blin, Flann. Motion failed.

Kotilinek motioned to continue the discussion at the January meeting as well as staff inviting a representative to the discussion. Artner seconded. Ayes: Kotilinek, Artner, Blin, Flann, Loes. Nay: Swisher. It was noted that Denn is opposed.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: NOVEMBER 25, 2019 REVISED JANUARY 16, 2020

SUBJECT: DIGITAL BILLBOARD

**REQUEST: AMENDMENT TO SECTION 3-16.7 & 4-1.4 OF ORDINANCE NO. 33
(SIGN ORDINANCE)**

Clear Channel Media has approached the Township with a request to modify and renew their lease with the Town to place billboards in Polar Lakes Park. Clear Channel also leases property from Comstock & Sons allowing one billboard at 1177 North Birch Lake Boulevard. These are the only billboards permitted in the Town.

In 2004 Clear Channel signed a lease with the Town to permit billboards in Polar Lakes Park. Prior to this, there was one billboard located on the Comstock property and a 2nd one at the Schwing property. The Schwing billboard was removed recently. This board was considered legal non-conforming. There are currently three billboards located within the Township.

Clear Channel would like to place a digital billboard on one of their three locations. The digital board would change messages every 8 seconds. There would be no word changes during the 8 second duration and no moving video is planned. The sign faces simply change messages every 8 seconds.

Currently Town Ordinance Section 4-1.4 allows sign changes once per 30 seconds. Clear Channel is requesting the Town to consider amending this section of the Sign Ordinance to allow an 8 second change to message vs. 30 seconds.

Illuminated signs are permitted in the I-1 Zone.

Illuminated or electronic display signs are defined by Section 2-2.6 & 2-2.6(a) of the Sign Ordinance. These types of signs may not change messages more than once every 30 seconds per ordinance. There are several similar message board signs located in White Bear Township (Bald Eagle Sports, South Shore Trinity Church, Calvary Church, Aspect LED and Flagship Bank).

The Planning Commission has reviewed amendments to the sign ordinance which would permit more frequent sign messages than once every 30 seconds or more. The Planning Commission has not recommended changes to the ordinance allowing more frequent messages to date.

In order to permit a digital billboard and message display to change more than once every 30 seconds, the Sign Ordinance must be modified. The following additions/amendment to the ordinance may be considered:

Add Section 3-16.7 – Off premise advertising signs are permitted to have a digital display. The sign face shall not change more than once every 8 seconds. No video or word changes may take place during the 8 second interval.

Amend Section 4-1.4 to read as follows:

4-1.4. Flashing signs or revolving signs, except those with symbols or numerals indicating time and temperature and word changes, provided the words do not change more frequently than once every ~~thirty (30)~~ **eight (8)** seconds.

TR/psw
cc:admin.file
b:digitalsigns-20

**White Bear Township
Digital Billboards**

Matthew Weiland, VP Real Estate

1/2020



**AN ORDINANCE AMENDING ORDINANCE NO. 33 OF THE
TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA,
DATED JUNE 17, 1991, AS AMENDED, BEING AN
ORDINANCE RELATING TO AND REGULATING ALL
OUTDOOR SIGNS IN THE TOWN OF WHITE BEAR**

THE TOWN BOARD OF SUPERVISORS OF THE TOWN OF WHITE BEAR ORDAINS:

SECTION 1. AMENDMENT. Ordinance No. 33 is amended by adding Section 3-16.7 which shall read as follows:

3-16.7. Off premise advertising signs are permitted to have a digital display. The sign face shall not change more than once every 8 seconds. No video or word changes may take place during the 8 second interval.

SECTION 2. AMENDMENT. Section 4-1.4 of Prohibited Signs is amended to read as follows:

4-1.4. Flashing signs or revolving signs, except those with symbols or numerals indicating time and temperature and word changes, provided the words do not change more frequently than once every ~~thirty (30)~~ **eight (8)** seconds.

SECTION 3. SEVERABILITY. Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part held to be invalid.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage and publication.

Passed by the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota, this 3rd day of February, 2020.

APPROVED:

ED M. PRUDHON, Chair

ATTEST:

PATRICK CHRISTOPHERSON, Clerk-Treasurer

Board of Supervisors:
ED M. PRUDHON, Chair
STEVEN A. RUZEK, Supervisor
SCOTT M. MCCUNE, Supervisor



**Town Board Meeting
February 3, 2020**

Agenda Number: 8.B – New Business

Town Planner Item:

Subject: Cub Foods – Request for Renewal of Permitted Use Standards Permit to Sell Christmas Trees

**Documentation: Staff Memo w/attachments /
Proposed Permitted Use Standards Permit**

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Planning Commission & Staff Review & Recommendation Approve the Renewal of the Permitted Use Standards Permit for Cub Foods, 1059 Meadowlands Drive, to Allow for a Christmas Tree Lot from November 15, 2020 through December 31, 2025

Minutes
Planning Commission Meeting
January 23, 2020

CUB FOODS – REQUEST FOR RENEWAL OF PERMITTED USE STANDARDS PERMIT TO SELL CHRISTMAS TREES: The Town Planner recapped that Cub Foods is requesting another 3 year Permitted Use Standards permit which would allow PQT Company, a part of Rum River Nursery, to sell Christmas trees from the Cub Foods parking lots. The last permit expired December 31, 2019. The map of the parking lot on page 36 was reviewed by the Commission. There have been no complaints. Kotilinek noted that he had voted for approval 3 years ago. There was some discussion of the plant sale and some other discussion regarding the sale of trees. The Commission decided it may as well save Cub Foods some money and application time.

Artner motioned to approve the Permitted Use Standards permit to sell Christmas Trees during the Christmas season for 5 years, starting November 2020 and ending December 31, 2025. Kotilinek seconded. Ayes all.

MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: JANUARY 15, 2020

SUBJECT: CHRISTMAS TREE SALES

REQUEST: PERMITTED USE STANDARDS PERMIT
LOCATION: 1059 MEADOWLANDS DRIVE – CUB FOODS
APPLICANT: CUB FOODS – PQT, CO.
ZONING: B-2, GENERAL BUSINESS

Cub Foods is requesting approval of a Permitted Use Standards permit which would permit PQT Company, a part of Rum River Nursery, to sell Christmas trees from the Cub parking lot. PQT has sold Christmas trees during the season for several years. Their most recent Permitted Use Standards Permit approval was for a 3-year permit which expired on December 31, 2019.

Prior to operating the tree site lot at Cub, PQT sold trees from a site across County Road 96 in Vadnais Heights. This site was formerly PDQ but was re-developed and is now Punch Pizza, Starbuck's and Noodles & Company.

The temporary tree lot is proposed within the parking lot on the south side of the Cub store. Eleven parking spaces and a drive lane are impacted temporarily for the duration of the tree sale. No changes are planned from the previously approved location.

While the use temporarily eliminates parking during a busy time of year for grocery stores, no complaints have been received regarding the temporary tree lot location or use.

A Permitted Use Standards Permit must be approved in order to permit the temporary tree sale. Standards set forth by the Zoning Ordinance must be reviewed and met prior to approval of a Permitted Use Standards Permit. Section 9-3.4 sets the standards:

9-3.4. STANDARDS. A Permitted Use Standards application shall be approved if it is found to meet all standards set forth in this section.

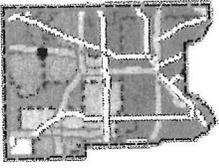
9-3.4(a). The use shall be planned, designed, constructed and maintained to avoid:

- (1).** Unnecessary detracting from the appearance of adjacent properties or from the Town as a whole.
- (2).** Aesthetic incompatibility.

- (3). Aural Incompatibility.
 - (4). Damage to vegetation.
 - (5). Traffic pattern incompatibility.
 - (6). Erosion of soil.
 - (7). Unnecessary loss of existing natural features (vegetation, steep slopes, wetlands, water bodies).
 - (8). Increased flood potential.
- 9-3.4(b).** No development shall be allowed which will result in unusual maintenance or repair costs of road, parking areas or utility lines.
- 9-3.4(c).** Development shall be permitted only in such a manner that the maximum number of trees shall be preserved. It shall be the duty of the applicant to demonstrate that there are no feasible alternatives to the cutting of trees on the site.
- 9-3.4(d).** The types and density of land use proposed for the site shall be suited to the site conditions and shall adequately correct problems due to soil limitations, including but not limited to, bearing strength, shrink-swell potential, slope stability, high groundwater, or wetness.
- 9-3.4(e).** The proposed use shall be sited, designed, oriented and landscaped to produce a harmonious relationship of building and grounds to buildings and properties in the neighborhood.
- 9-3.4(f).** The proposed use shall show sufficient landscaping to screen undesirable features and to enhance the development.
- 9-3.4(g).** The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the policy and recommendations of the Comprehensive Plan.
- 9-3.4(h).** Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and Town Board shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.



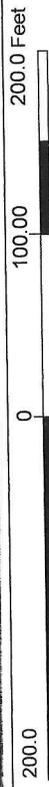
Legend



- 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

Cust. #992



PERMITTED USE STANDARDS APPLICATION FORM

INTRODUCTION

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

APPLICANT(S) PQT Company
~~Cub Foods~~ PHONE (Home) _____
 (Business) 651-426-6534
 (Cell) _____

ADDRESS 21050 Lake George Blvd NW
~~1059 Meadowlands Drive~~
Oak Grove, MN 55303

PROPERTY OWNER KOWALSKI'S Markets dba Cub Foods

ADDRESS OF SITE 1059 Meadowlands Drive ZONING _____

EXISTING USE OF SITE Grocery store

DESCRIPTION OF PERMITTED USE REQUESTED Area to sell Christmas Trees

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

CHECKLIST:

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

RECEIVED JAN 15 2020

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

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

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

 Signature of Applicant(s)

12/17/19

 Date

<u>To Be Completed By Office:</u>	
Date Request Received _____	
By _____ (Staff Member)	\$75.00 Fee + \$200 Deposit Received <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Application Complete _____	

Old

ZONING CERTIFICATE

TOWN OF WHITE BEAR, MINNESOTA

I hereby certify that the real estate situated in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit: Outlot A, Meadowlands of White Bear, and commonly known as 1059 Meadowlands Drive, is in a(n) B - 2 General Business District and can be used for the following purpose: construction of a temporary Christmas tree lot, in accordance with the attached Requirements, pursuant to Ordinance No. 35, the Zoning Ordinance for the Town of White Bear, Ramsey County, Minnesota.

Dated: November 7, 2016.

TOWN CLERK

- CONDITIONAL USE PERMIT
- PERMITTED USE
- NON-CONFORMING USE
- SPECIAL HOME OCCUPANCY PERMIT
- OTHER: _____

**PERMITTED USE STANDARDS PERMIT
REQUIREMENTS**

**Cub Foods
1059 Meadowlands Drive
White Bear Township, Minnesota 55127**

1. This Permitted Use Standards Permit shall be valid from November 7, 2016 through December 31, 2019.
2. The location of the Christmas tree sales lot shall be in the location as indicated on the attached map.
3. All items shall be neatly stacked and displayed.
4. Upon the completion of the assembling of the Christmas tree sales lot, an inspection by the Fire Inspector shall be required.
5. All applicable rules, regulations, and ordinances shall be complied with.

TR/psw
cc:admin/add.file
b:cubtrees16

ZONING CERTIFICATE

TOWN OF WHITE BEAR, MINNESOTA

I hereby certify that the real estate situated in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit: Outlot A, Meadowlands of White Bear, and commonly known as 1059 Meadowlands Drive, is in a(n) B - 2 General Business District and can be used for the following purpose: construction of a temporary Christmas tree lot, in accordance with the attached Requirements, pursuant to Ordinance No. 35, the Zoning Ordinance for the Town of White Bear, Ramsey County, Minnesota.

Dated: February 3, 2020.

TOWN CLERK

- CONDITIONAL USE PERMIT
- PERMITTED USE
- NON-CONFORMING USE
- SPECIAL HOME OCCUPANCY PERMIT
- OTHER: _____

**PERMITTED USE STANDARDS PERMIT
REQUIREMENTS**

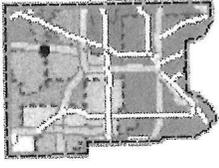
**Cub Foods
1059 Meadowlands Drive
White Bear Township, Minnesota 55127**

1. This Permitted Use Standards Permit shall be valid from November 1, 2020 through December 31, 2025.
2. The location of the Christmas tree sales lot shall be in the location as indicated on the attached map.
3. All items shall be neatly stacked and displayed.
4. Upon the completion of the assembling of the Christmas tree sales lot, an inspection by the Fire Inspector shall be required.
5. All applicable rules, regulations, and ordinances shall be complied with.

TR/psw
cc:admin/add.file
b:cubtrees20



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

200.0 Feet

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 © Ramsey County Enterprise GIS Division



**Town Board Meeting
February 3, 2020**

Agenda Number: 8.C – New Business

Public Works Director Item:

Subject: 2020 Sealcoat Project

1. Approve Bid Specifications
2. Authorize Advertisement for Bids

Documentation: Staff Memo / Bid Specs

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation Approve the 2020 Sealcoat Specifications & Authorize Bidding With Funding from the Improvement Fund 505

MEMORANDUM

Date: January 28, 2020
To: Town Board
From: Dale Reed, Public Works Director
Re: 2020 Sealcoat Project

As part of the Town's infrastructure management program, the Town provides funding for an annual sealcoat project. By proactively treating the road service with sealcoat (an oil and rock application) on a regular scheduled interval (5-8 years), the road's useful life can be extended. Delaying sealcoat applications can lead to premature deterioration and increased maintenance costs over the life of the roadway. The timing for the sealcoat of these streets is giving the Township the greatest return on investment (ROI), ultimately increasing the life of the road by providing the right surface maintenance treatment at the right time.

This year's project includes the following areas and street segments: See attached maps for specific street sections and areas.

Action requested is to approve the 2020 Sealcoat specifications and authorize bidding. Improvement Fund 505 has \$150,000.00 budgeted for sealcoating and cracksealing. The Public Works Director's estimate for this year's sealcoat project is \$119,735.00, and cracksealing is estimated at \$25,000.00. Dependent on bids, if they are lower than the estimate, the scope of the sealcoat project could increase.

WHITE BEAR TOWNSHIP
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL
FOR
FURNISHING & APPLYING BITUMINOUS SEALCOAT
WITHIN THE
WHITE BEAR TOWNSHIP, MINNESOTA
2020

PW-SM-20-01

PUBLIC OPENING OF THIS BID
will take place at the Town Administrative Center
1281 Hammond Road
White Bear Township, MN 55110

ON

February 27, 2020

AT 10:00 AM LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

WHITE BEAR TOWNSHIP
2020 BITUMINOUS SEALCOAT
PROPOSAL INDEX

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

BIDS DUE: 10:00 A.M., February 27, 2020

LEGAL NOTICE--BIDS WANTED

Notice is hereby given that sealed bids will be received, publicly opened, and read aloud by representatives of the Town of White Bear, Minnesota, at the Town Administrative Offices, 1281 Hammond Road, White Bear Township, Minnesota 55110, in said Township at 10:00 a.m., on Thursday, February 27, 2020, for furnishing all work and materials for the construction of **2020 Sealcoating, Town Project PW-SM-20-01:**

2020 Bituminous Sealcoat on Various Streets

Unless otherwise specifically indicated under the item description of the legal advertisement, all bids shall be subject to the following:

No bids shall be withdrawn for a period of thirty-five (35) days after opening of bids. The Town reserves the right to reject any or all bids, to waive technicalities, and award bid in the best interest of the Town.

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

Mailed
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Pick-up
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Proposals must be placed in a sealed envelope marked "BID WHITE BEAR TOWNSHIP 2020 BITUMINOUS SEALCOAT" and addressed to the Town Clerk/Treasurer, White Bear Township, 1281 Hammond Road, White Bear Township, Minnesota 55110.

Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid Bond or certified check payable to the White Bear Township in the amount of at least 5% of the Base Bid amount.

Patrick Christopherson, Town Clerk/Treasurer

I. PROPOSAL FORM

FOR

2020 BITUMINOUS SEALCOAT

FOR

WHITE BEAR TOWNSHIP, MINNESOTA

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

Dear Sir:

1. The following proposal is made for Bituminous Sealcoat described in the Instructions to Bidders.
2. The undersigned certified that the Instructions to Bidders has been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the Township to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?

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

6. Bid proposal to be made on schedule of prices sheet.
7. Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid bond or certified check payable to the White Bear Township in the amount of at least 5% of the Base Bid amount.
8. A performance and payment bond in the amount of 100% of the contract amount will be required of the successful bidder after the execution of the contract.

Official Firm Name and Address:

PROPOSAL FORM

2020
 SCHEDULE OF PRICES
 FOR
 BITUMINOUS SEALCOAT ON VARIOUS STREETS AND CUL-DE-SACS
 IN WHITE BEAR TOWNSHIP, MINNESOTA

STREETS				
APPROXIMATE QUANTITIES	ITEM NO.	ITEM OF WORK	UNIT COST DOLLARS CENTS	TOTAL AMOUNT DOLLARS CENTS
85,525* Sq. Yds.	1	Bituminous Material (CRS-2) Cl. A, FA-2 Aggregate		
TOTAL			\$	

* Square yardage total includes cul-de-sacs, radii, and parking lots (if applicable).

TOTAL BID: _____

BIDDER _____

TITLE: _____

PROPOSAL FORM

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

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

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

Statement of Intent to Comply with EEO and Affirmative Action Requirements

White Bear Township and various funding sources that are used for services of Town property have requirements and standards to ensure equal employment opportunities and anti-discrimination practices. These standards must be met in order to receive the funds described above.

The undersigned hereby states that he/she fully intends to comply with these standards as described in the contract documents and as required by the regulations of the Township and funding agencies.

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2020

My Commission Expires _____.

II. INDEMNIFICATIONS AND INSURANCE

3.1 Hold Harmless and Indemnification

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

3.2 Governmental Limited Immunity

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

3.3 Contractors Liability Insurance

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

A) Workers Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in workers compensation policies issued in Minnesota. Contractor further agrees to require all Subcontractors and Independent Contractors to maintain Workers Compensation insurance in compliance with all applicable statutes. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement. **The**

Contractor shall enforce the compliance of such Subcontractors and Independent Contractors with the above Workers Compensation insurance requirements.

B) General Liability

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

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

Such General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregate limits have not, as of the beginning of this contract or at anytime during such term, been reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability Policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy, which “drops down” to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the Contractor’s total deductible or retention amount does not cause the Contractor’s total deductible or retention for each occurrence to exceed **\$20,000**.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles (including, unless covered as “mobile equipment” or otherwise under the Contractors General Liability

Policy, all cranes, boom trucks, and similar equipment) utilized by the Contractor in connection with the Work. Such policy shall provide total liability limit for combined Bodily Injury and/or Property damage in the amount of at least **\$1,500,000** per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, however that the coverage afforded under any such Umbrella Liability Policy shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and if applicable, such Umbrella Liability Policy, **shall include the Township as an Additional Insured there under**. Unless included within the scope of the Contractor's Comprehensive General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

D) Additional Insurance

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

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

E) Insurer Policies

All policies of insurance required under this Contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota. All such insurers must also be acceptable to the Township, such acceptance by the Township to not be unreasonably withheld. All such policies of insurance shall contain a provision requiring the insurer to provide the Township's Clerk/Treasurer with at least **10** day prior written notice of any cancellation, non-renewal, or adverse material change in coverage.

All policies of insurance required under this Contract shall be in form and content, and in all other respects, satisfactory to the Township. The Contractor shall, at all times pertinent to its performance under this Contract, exercise every good faith

effort to promptly remedy any unsatisfactory term or condition with respect to any required insurance.

F) Evidence of Insurance

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

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

G) Loss Information

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

H) Release and Waiver

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

Subject to the first paragraph of this subsection **H**, the contractor hereby releases the Township, its officials, its officers, employees, agents, and others acting on the Township's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's business or

property caused by fire or other peril was caused in whole or in part by the negligence or other act or omission of the Township or other party who is to be released by the terms hereof, or by anyone for whom such a party may be responsible.

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

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

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

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

D) Contractor is Responsible for Adequacy of Insurance

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

J) Insurance Terms

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

WHITE BEAR TOWNSHIP
2020 BITUMINOUS SEALCOAT

III. GENERAL SPECIFICATIONS

1. CONTRACT DOCUMENTS

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

Mailed
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

Pick-up
Administrative Offices
WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110

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

2. BIDDER'S KNOWLEDGE

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

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

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

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

3. BIDDER'S QUALIFICATIONS

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

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

Before any subcontractor may commence work, the successful Bidder must file with the Engineer and the Township satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful bidder.

No subcontractor will be permitted to commence work until authorization by the Owner to proceed is received in writing by the Contractor.

4. SUBMISSION OF BIDS

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

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

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

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

In case a corporation submits a proposal, the proposal must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent may be required to present legal evidence that he has

a lawful authority to sign said proposal. In the event that any corporation organized and doing business under the laws of a foreign state is the successful bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the contract is executed.

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

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

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

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

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

5. BIDDERS TO INVESTIGATE SITE

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

Each bidder must satisfy himself and form his own opinions by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated; must make his own interpretations and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done and the labor and materials needed, and shall make his bid in sole reliance the above mentioned. Any information or data furnished by the Owner or its representatives for the convenience of any bidder is not guaranteed. The bidder shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Town will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

6. PROPOSAL GUARANTY

Each proposal shall be accompanied by a Proposal Guaranty in the form of a money order, certified check or bid bond, payable to the order of White Bear Township, in an amount not less than five percent (5%) of the total amount of the bid. No proposal will be considered unless accompanied by the Proposal Guaranty.

In case alternate bids are called for, providing for the use of several different classes of material or types of improvement for the same work, one Proposal Guaranty in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all proposals.

As soon as a contract is awarded, all Proposal Guaranties shall be returned to the bidders, except that of the successful bidder and second lowest bidder, which shall be retained until the contract has been signed and the bonds of the Contractor have been filed, approved, and accepted, which shall be within ten days of notice of award of the Contract.

If the successful bidder fails to enter into such contract in accordance with his accepted proposal, or shall fail to furnish the required performance bond within ten days after notice of award, his Proposal Guaranty shall be forfeited to White Bear Township as liquidated damages.

The next best Proposal shall then be considered the successful bid, and that Bidder, at the discretion of the Town Board, shall be awarded the Contract.

7. WITHDRAWAL OF BIDS

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

8. EVALUATION OF BIDS

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

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

9. MATERIAL SOURCES

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

10. EXECUTION OF CONTRACT

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

Following action by the Town Board awarding the contract, a "Notice of Award" letter will be mailed to the Contractor together with the prepared contract agreement for his signature and return. The Notice of Award letter will specify that the Contractor submit affidavits or copies of insurance coverage and a performance bond. No contract will be executed until the required affidavits and bond are submitted and have been approved as to form by the Town Attorney.

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

A letter to proceed with the work under this project will be mailed to the Contractor upon satisfaction of the above indicated requirements. A pre-construction conference will be scheduled thereafter.

11. CONTRACT SECURITY AND GUARANTY

The successful bidder shall be required to furnish the owner with a performance bond in the form required by law, in an amount of one hundred (100%) percent of the Contract amount, based on the lump sum bid or the anticipated quantities and unit prices, as determined by the Owner.

This bond shall guarantee the proper prosecution and completion of the work by the successful bidder, and shall further guarantee the prompt payment by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work.

12. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is

declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Section 12 (Force Majeure).

13. DATA PRACTICES COMPLIANCE

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

14. IC-134 FORM

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

15. LIEN WAIVERS

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

16. MINNESOTA RESPONSIBLE CONTRACTOR REQUIREMENTS

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

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

17. Prompt payment to subcontractors

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

WHITE BEAR TOWNSHIP
2020 BITUMINOUS SEALCOAT

IV. DETAILED CONDITIONS

1. SCOPE OF WORK

The work to be done under this contract includes the furnishing of all labor, materials, transportation, tools, supplies, plant equipment, etc., necessary for the complete and satisfactory construction and installation of sealcoating within White Bear Township as shown on the map entitled, "2018 Sealcoat Program" attached to these specifications.

2. INSPECTION AND SUPERVISION

The White Bear Township Public Works Department is the authorized representative and will provide necessary inspection for all work under this contract. The Contractor shall give 48 hours prior notice whenever these services will be needed.

3. SPECIFICATIONS WHICH APPLY

The specifications of the Minnesota Department of Transportation "Standard Specifications for Construction," 2005 Edition Section 2356 "Bituminous Sealcoat" shall apply using English measurements, except as further modified in these Special Conditions as follows:

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

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

4. STARTING DATE

The target start date for this project shall be July 6, 2020.

5. COMPLETION SCHEDULE

All work under this contract shall be completed on or before August 1, 2020. Liquidated damages of \$200/day will be assessed after August 1, 2020.

6. COORDINATION OF WORK

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

7. PRE-CONSTRUCTION CONFERENCE

Prior to the start of any work, there will be a pre-construction conference arranged by the Public Works Department. Representatives for the Township and the Contractor will be notified to be present at this meeting.

8. COMMENCING WORK

The Contractor shall notify the Public Works Department of his/her intentions to commence work at least two days (excluding Saturdays and Sundays) prior to his moving onto the work site.

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

9. TRAFFIC CONTROL MEASURES

The Contractor will provide all flagmen (minimum of two), barricades, signs, and other traffic control devices as required during the construction operations at no additional cost to the Township. All traffic control devices shall conform to the Minnesota Manual on Uniform Traffic Control Devices. Signs shall be posted to limit speeds to maximum 20 MPH. Signs, like MnDOT W21-2 in size (30"x30") and color designating "Loose Rock" shall be posted as shown on the map entitled, "2020 Sealcoat Program" attached to these specifications. All signs are to be installed by the Contractor prior to sealcoating and removed by the Contractor within 48 hours after the streets are swept.

Traffic Control includes signing streets with temporary "No parking for street maintenance" signs a minimum of 24 hours and a maximum of 36 hours before work is to begin. The maximum distance between signs shall be 500 feet. **The Contractor is responsible to provide and install temporary no parking signs.** Efforts should be made to work with residents and businesses the day before and early morning to keep the street clear of vehicles. Special care shall be taken to move vehicles that may be hit by bituminous material over-spray. The Contractor is responsible for any vehicle cleaning or re-painting.

10. PROTECTING UTILITIES AND PROPERTY

The Contractor shall furnish a person and materials to carefully cover manhole covers, catch basin grates and watermain valve box covers prior to applying bituminous material to surfaces to be sealed and in addition shall prevent the intrusion of sealcoat aggregate into

those same structures. Directly after sealcoating, all material on the structures will be hand shoveled/swept to ensure that no material is placed on the sealcoated street and that all material is removed from the structure.

The Contractor shall be responsible for protecting all property from damage from drifting bituminous material.

11. BITUMINOUS SEALCOAT

A. MATERIAL AND PERFORMANCE SPECIFICATIONS

A.1 BITUMINOUS MATERIALS – MnDOT 3151.2E

CRS Cationic Emulsified Asphalt CRS-2 modified as follows: The residue penetration requirement shall be 60-100.

Rate of Application:

FA-2, Class A Aggregate Minimum rate of 0.25 Gallons/Sq. Yd.

AGGREGATE – MnDOT 3137

Cover aggregate for streets, cul-de-sacs and parking lots shall be FA-2, CL A, D.O.T. specifications. The aggregate shall be original new product, no used aggregate salvaged from previous projects is acceptable.

Rate of Application:

Minimum rate of 1.00 LB./S. Y./0.01 Gal. Bituminous Material

A.2 EQUIPMENT

Sweepers shall be pick up type only, capable of non-streak sweeping and spray bar water application for dust control. Minimum of one machine required on project throughout sealcoat application, and minimum of two machines required for excess aggregate pick up. Also, one tandem axle dump truck per sweeper for hauling excess sweepings from project.

Asphalt Distributor shall be two thousand gallon minimum capacity, capable of applying a 16 foot width of bituminous material at a computer calibrated rate of application. Minimum of two machines required.

Aggregate Spreader shall be a self propelled type, capable of applying a 16 foot width of aggregate material at a calibrated rate of application.

Rollers shall be eleven wheel, self propelled, pneumatic tire type. Minimum of two rollers required.

A.3 PERSONNEL

All assigned personnel shall demonstrate, to the satisfaction of Public Works Department personnel the ability to operate the piece of equipment to which they are assigned.

A.4 ROAD SURFACE PREPARATIONS

Patching and crack sealing of the streets designated for sealcoating and adjustment of valve boxes and manhole castings will be performed by others at no cost to the Contractor.

The Contractor shall perform the necessary street sweeping operations prior to placement of any sealcoat materials. Particular attention shall be paid to the surface being clean and dry before material application. The contractor is responsible for the disposal of the sweepings.

A.5 ROLLING OPERATIONS

Initial rolling shall follow immediately behind the spreading of cover aggregate, with the initial rolling coverage being completed within five (5) minutes after spreading the aggregate. The surface rolling shall be continued until five (5) completed coverages over the full width have been completed within 30 minutes after spreading the cover aggregate on that area.

Cul-de-sacs shall be completed one-half at a time using the method found in the Minnesota Seal Coat Handbook 2006, Chapter 11 Sealing Cul-de-Sacs. The bituminous material must be covered within one minute as per 2356.3.E.

A.6 PROTECTION OF SURFACE

Sections of the streets shall be closed to traffic before the bituminous material is applied on the surface and no traffic shall be permitted on the sealed road surface until after all rolling has been completed and the bituminous material set to a degree satisfactory to the Public Works Department personnel and will not pick up on vehicle tires. All required flagmen, barricades, warning signs, traffic cones, and other traffic control devices will be the responsibility of the Contractor for the proper execution of the work. These traffic control devices shall be placed so as to effectively restrict traffic flow on the streets being surfaced.

At the pre-construction conference, the Contractor shall provide the Public Works Department with a plan indicating the devices and procedures to be utilized to protect the surface during bituminous cure. The Public Department may recommend changes to the plan and these changes shall be incorporated into the plan at no additional cost to the Township.

A.7 UNIFORM SURFACE APPEARANCE

All areas to be sealcoated shall have a uniform aggregate cover base at the specified application rate. This includes street intersection radius areas and any other special area which may require special application procedures.

A.8 REMOVAL (POST SWEEPING) AND DISPOSAL OF EXCESS FLOAT AGGREGATE

The Contractor shall remove and dispose of excess float aggregate. Removal and disposal of excess aggregate shall be completed **within 2 weeks** after initial placement. Sweeping shall be thorough enough to pick up all loose float without dislodging embedded aggregate. Sweeping of various areas will be directed by and to the satisfaction of Public Works Department personnel.

A.9 APPLICATION OF BLOTTING MATERIAL

The Contractor shall apply granite dust blotting material where bleeding is detected as directed by Public Works Department personnel. The Contractor is responsible for this application through September 2020 on areas detected in 2019. There shall be no additional compensation for time or materials for blotting streets that bleed through.

B. METHOD OF MEASUREMENT AND PAYMENT

B.1 The unit price on the basis of square yards shall include the cost of all materials, equipment used and other necessary work related to this project.

B.2 The Contractor will furnish a list of truck numbers with capacities and tare and net weights. Each truck will be weighed one time on a State certified scale to establish weight, loaded and empty.
The Contractor or authorized representative shall supply the inspector with the weight slips with truck numbers at the end of each day's operations. These slips shall be collected and tabulated separately for each seal coat location. A tabulation haul sheet by day will also be provided for verifying application rates.

B.3 The bituminous material gallons will be established by bills of lading of delivery tankers and by measurement of distribution trucks when necessary to verify application rates.

B.4 Payments (two) for this project shall be as follows:

At Certified Substantial Completion – 95%, **payment will be processed when all necessary lien waivers have been provided.**

At Certified Final Completion – Remaining 5%

Payments will be processed in the next available accounts payable cycle after certification.

C. QUANTITY ADJUSTMENTS

The Township reserves the right to add or delete streets, adjusting quantities respectively, to equal a dollar amount budgeted for this type of street maintenance. Twenty five (25%) percent shall be the maximum adjustment.

2020 Proposed Sealcoat Project

Cottage Ave.	H-2	Cottage Ct.	1713
Cottage Ave.	Melissa Ln.	Lorane Ave.	1678
Cottage Ct.	Cottage Ave.	Carolyn Ln.	1081
Carolyn Ln.	Cottage Ct.	Lorane Ave.	2859
Melissa Ln.	Carolyn Ln.	West to Dead End	1584
Lorane Ave.	Otter Lake Rd.	Lakeview Ave.	4415
Lakeview Ave.	Lorane Ave.	Stillwater St.	5349
Louisanna Ln.	Lakeview Ave.	West	1246
Lakeview Ct.	Lakeview Ave.	South	1627
Anderlie Ln.	Lakeview Ave.	Pleasant Ct.	5066
Oakridge Ct	Anderlie Ln	West	1323
Pleasant Ct. West	Anderlie Ln	West	1109
Pleasant Ct. East	Anderlie Ln	East	956
3rd Street	Grand Ave.	Portland Ave.	820
2nd Street	Northwest Blvd.	Portland Ave.	2365
1st Street	Grand Ave.	Portland Ave.	1776
1st Street	Portland Ave.	East Co. Ln.	2723
Stillwater Street	Northwest Blvd.	Portland Ave.	1286
Stillwater Street	Portland Ave.	East Co. Ln.	3022
Hope Street	1st Street	2nd Street	846
Aydee Cir.	2nd Street	Cul-de-Sac	1485
Grand Ave.	Hwy 96	3rd Street	3378
Grand Ave.	4th	Buffalo St.	1856
Park Ave.	Hwy 96	1st Street	1534
Evergreen Cir.	E. Co. Line	Cul-de-Sac	2152
East Co. Ln.	Evergreen (300' so.)	Hwy 96	3508
Selena Way	East Co Ln	Cul-de-Sac	1432
East Co. Ln.	Evergreen (300' so.)	Evergreen Cir.	1071
Evergreen Cir.	Cul-de-Sac		1283
4th Street	Portland Ave.	Northwest Ave.	3501
Montgomery's Alley	Park Ave.	Portland Ave.	846
Meadowlands Dr.	Centerville Rd.	Allendale Dr.	5608
Allendale Dr.	Hwy 96	Stoddart Ln.	8873
Stoddart Ln.	Cul-de-Sac	Centerville Rd.	4206
Stoddart Cir.	Stoddart Ln.	Cul-de-Sac	1948

White Pine Rd

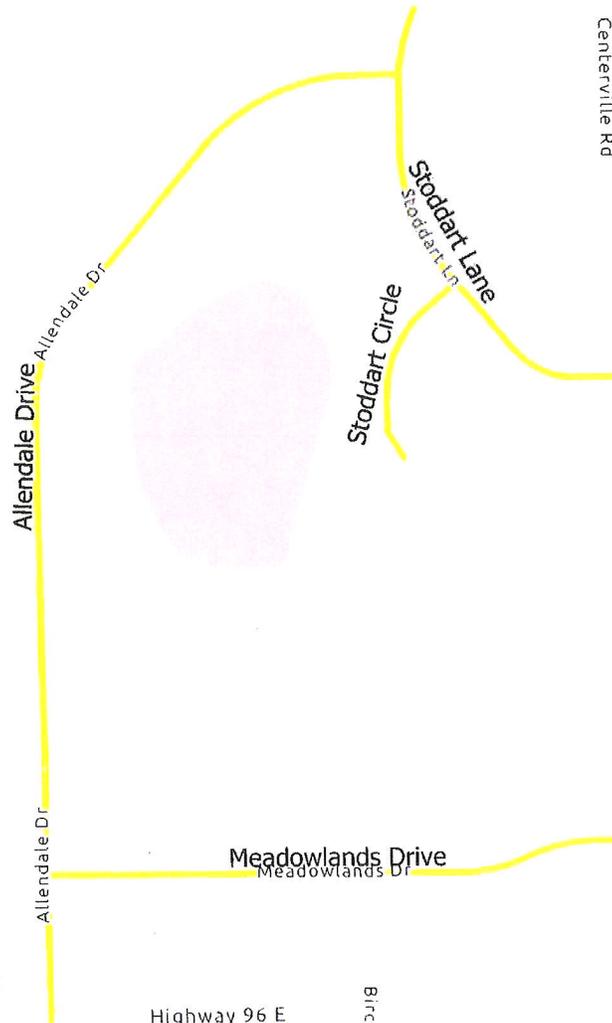
E Oaks Rd

Iris Dr

Iris Alley

Centerville Rd

35E



Greenhaven Dr

Allendale Drive

Allendale Dr

Stoddart Circle

Stoddart Lane

Meadowlands Drive

Meadowlands Dr

Highway 96 E

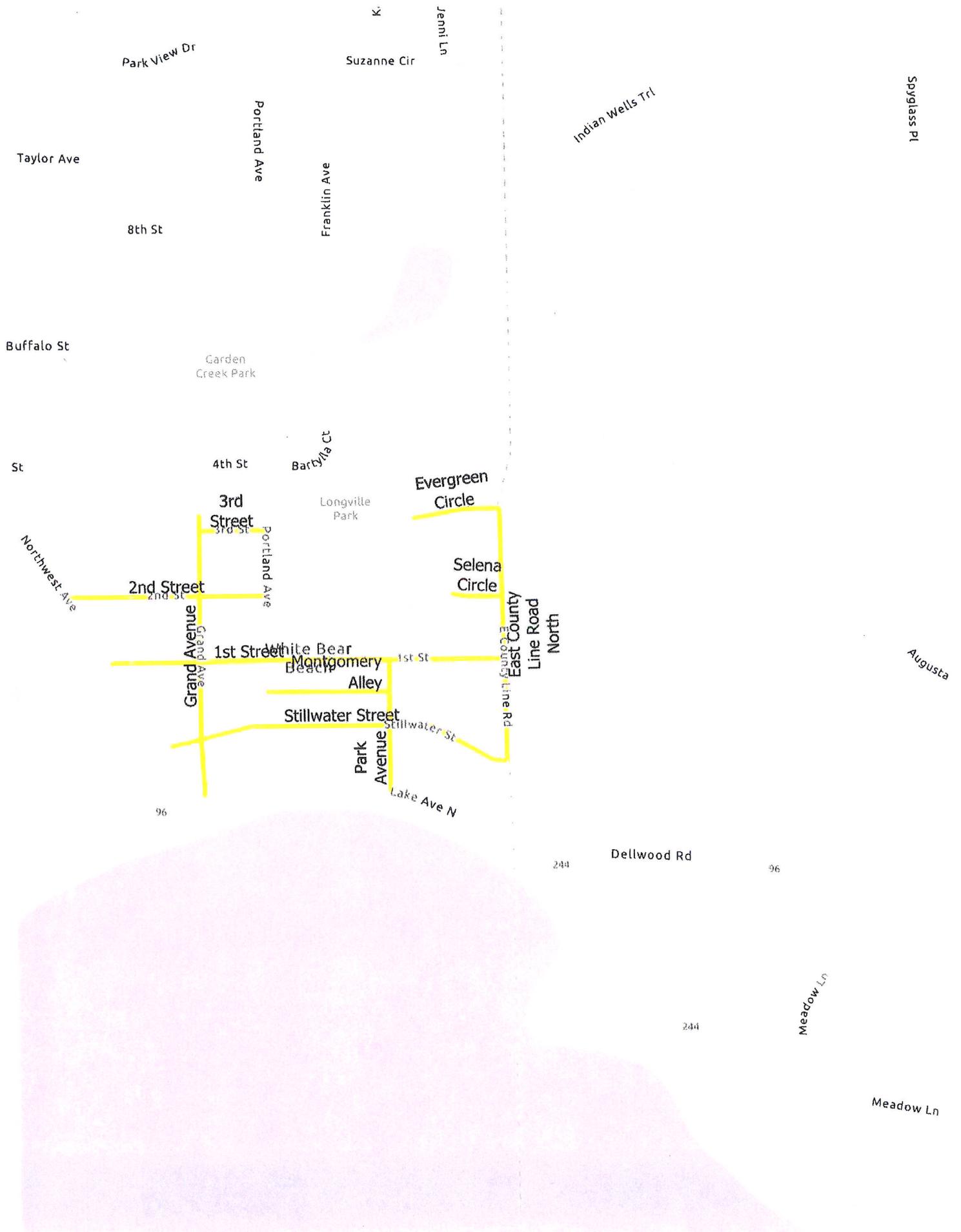
Birch Bend Ln

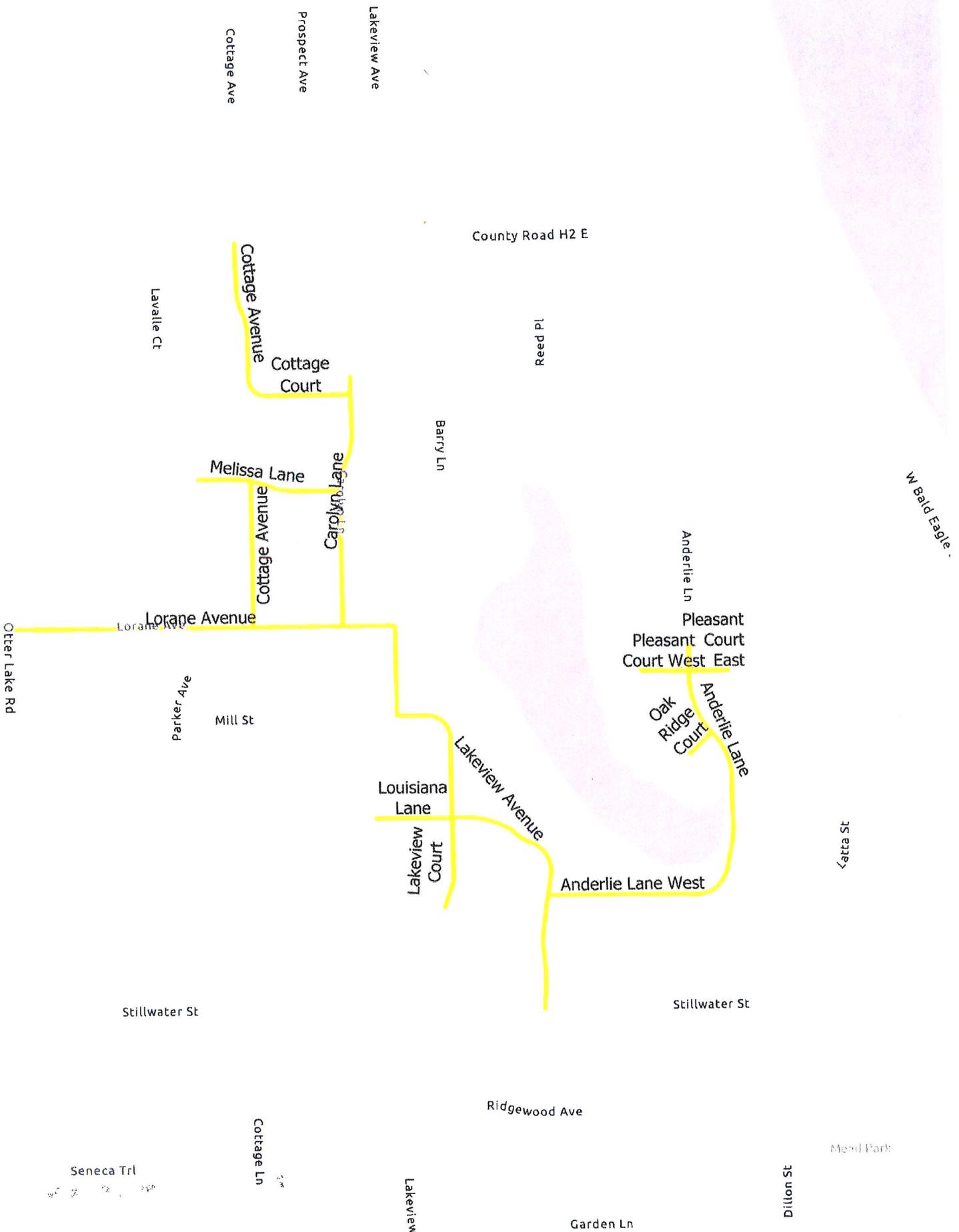
Oak Leaf Dr

Ever

Centerville Rd

35E







**Town Board Meeting
February 3, 2020**

Agenda Number: 8.D – New Business

Town Engineer Item:

Subject: Improvement 2020-2 – Water System Improvements:

1. Approve Plans & Specifications
2. Authorize Advertisement for Bids

Documentation: Town Engineer Correspondence

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

- 1) Approve the Plans & Specifications
- 2) Authorize the Bidding of the Water System Improvements Project

With Funding from the Water Fund



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

January 29, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Water System Improvements
White Bear Township, Minnesota
TKDA Project No. 17127.012

Dear Board Members:

In late 2018, the Township was notified by MDH three of the Town's wells had manganese levels above the MDH health based guidance level of 100 ppb. To date, the Township has been managing the manganese levels in the finished water delivered to customers by blending of the water from low concentration sources with the higher concentration sources. This has resulted in increased water quality efforts by Public Works staff that is not sustainable in the long term. In the fall of 2019, TKDA completed an evaluation of possible improvements to the water system and presented the results to the Town.

At the November 22, 2019 Executive Board meeting, the Town Board decided to move forward with improvement the water system. These improvements include to replacing the pump and motor and piping at Well 4, updating the controls and monitoring equipment at Well 5/TP1, and improving the SCADA system. The Town Board plans to include these improvements as part of the 2020 street improvements bond.

TKDA has prepared the plans and specifications to complete the improvements as described above.

On February 26, the construction bid opening will be held and will be brought to the Town Board on March 2, 2020 to facilitate construction completion by early summer 2020.

Recommendation

We recommend approving the plans & specifications and authorize the bidding of the Water Systems Improvements project.

Sincerely,


James Studenski, P.E.
Town Engineer



**Town Board Meeting
February 3, 2020**

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