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

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

AGENDA
TOWN BOARD MEETING
MARCH 2, 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 February 19, 2020 (Additions/Deletions).

5. **Consent Agenda:**

   A. **Comcast of Minnesota Cable Franchise** – Adopt Resolution Stating Preliminary Assessment Franchise Should Not be Renewed.
   B. **Portable Restroom Contract** – Based on Staff Recommendation Approve the Three-Year Contract with Jimmy's Johnnys for Portable Restrooms in the Township in the Amount of $29,450.00 With Funding From the Parks & Recreation Operating Budget under Contractual Services.
   C. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Install an Electrical Secondary Service to the Residence at 5518 Shadyside Lane.
   D. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Replace Eight Power Poles to Service the Residential Area of 4th Street, Grand Avenue & 2nd Street Due to Condition & Age.
   E. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Power Poles to Service the Residential Area of Lake Avenue, Overlake Road, Orchard Avenue & Birch Road Due to Condition & Age.
   F. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve

XcelEnergy Permit to Replace Three Power Poles to Service the Commercial Area Along Leibel Street Due to Condition & Age.

6. **Old Business:**

   A. **Water Gremlin** – Permit Update.

7. **Public Hearings:**

   A. **Stable Property, 5685 Portland Avenue** - Request for a Major Subdivision & Conditional Use Permit for a Planned Unit Development.

8. **New Business:**

   Town Engineer Item:

   A. **Improvement 2020-2 – Water System Improvements:**
      1. Receive Bids.
      2. Award Contract.

   Town Clerk Item:

   B. LGA – Status Update.

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
March 2, 2020

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

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

Approval of March 2, 2020 Agenda
Approval of Payment of Bills
Approval of Minutes of February 19, 2020

Documentation: March 2, 2020 Agenda
February 19, 2020 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	March 2, 2020 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	February 19, 2020 Meeting

MINUTES
TOWN BOARD MEETING
FEBRUARY 19, 2020

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

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

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted with the supplemental information for consent agenda item 5A. McCune seconded. Ayes all.

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

APPROVAL OF MINUTES OF FEBRUARY 3, 2020 (Additions/Deletions): Ruzek moved to approve the minutes of February 3, 2020. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to approve the consent agenda as follows: 5A) Recording Secretary Independent Contractor Agreement – Based on staff recommendation approve the second amendment to the contract, noting the supplement replaces 5A in the packet; 5B) On-Line Financial Reporting Software Purchase – Based on staff review & recommendation approve the purchase of the on-line financial reporting software in the amount of $3,640.00; 5C) Construction Activity Report – Receive; 5D) Right-of-Way Permit – Based on Town Engineer review & recommendation & including his recommended conditions, approve the XcelEnergy Permit to replace an existing power pole including overhead secondary lines at the intersection of Grand Avenue & 1st Street. Ruzek seconded. Ayes all.

2020 STREET SWEEPING – 1) RECEIVE QUOTES – 2) APPROVE ALLIED BLACKTOP COMPANY QUOTE: The Town Clerk reported that the Town used to do street sweeping, but have since contracted it out for better results and relief of staff's time. Christopherson explained that this quote is for the full year, spring and fall. It's the same as last year, and the prices are on par with last year's quote. Allied Blacktop has been very efficient and has a good track record with the Township.

There was discussion over the contract and the part of disposal and testing of the waste. There was discussion of whether the Township is responsible for the waste, knowing of what the results of testing are, storing the waste or transporting the waste. The Town Engineer answered questions: there have never been hazardous materials found; the results are given after each street sweeping in a report; Allied transported the waste last year; if the Township had to store it, it would be for a short time.

It was the consensus that the Board would approve the quote upon clarification of the contract. The Town Attorney will look at it and staff will be in communication.

Ruzek moved based on Public Works Director review & recommendation to receive quotes from Allied Blacktop Company & Pearson Brothers. McCune seconded. Ayes all.
Ruzek moved based on Public Works Director review & recommendation approve the proposal from Allied Blacktop Company for the $87.00/hour per weeper & the disposal fee of $35.00 per

cubic yard for a total of $21,969.00, pending the addendum to clarify the disposal site as temporary at the Township or other disposal, noting funding from the Stormwater Utility Fund. McCune seconded. Ayes all.

WELLHEAD PROTECTION – AUTHORIZE COMPLETION OF PART 1 AMENDMENT: The Town Engineer reported that every 10 years the Township is required to update the wellheads. The Public Works Director has met with the Minnesota Department of Health. The Engineer explained that this a 2 step process and it has to be completed by the end of 2021. There was discussion of the zones, staff reviewing documentation, the White Bear Lake investigation of how water flows, and making sure emergency plans are still in place.

It was noted that TKDA will work with WSP USA as a subcontractor for this project. Part 1 is gathering data for Minnesota Department of Health's review. This is a standard practice for municipalities and staff is in communication with other communities. The total cost for part 1 is not to exceed $23,100.00; this includes work with the subcontractor and meetings with MDH. Staff will report back late summer after part 1 is complete in preparation for next year's part 2. There was some discussion about WSP USA. It was noted that TKDA has worked with them, as has the Township.

There was some discussion on public and private wells. It was noted that this project covers all wells. The Town Engineer explained that there are limits with what the impacts or restrictions are when it pertains to private wells. It's a much lower threshold because of such a small service area and contributing area to those private wells. The main concern is the large distribution center. The Town's objective is to understand the vulnerabilities and how to protect the wells.

Ruzek moved based on Town Engineer review & recommendation authorize TKDA to complete the Park 1 Amendment for a total not to exceed $23,100.00 which includes $7,900 for TKDA & $15,200 for the Sub-Consultant WSP USA to complete the required Groundwater Modeling work by the end of 2020, noting funding from the Water Fund. McCune seconded. Ayes all.

ADDED AGENDA ITEMS: There were no added agenda items.

OPEN TIME: Resident Cheri Hastings, 4373 Fisher Lane, was present to address her concerns with the Wellhead Protection plan in regards to Water Gremlin. She has done research on the Minnesota Pollution Control Agency about why Wellhead Protection is important. There was discussion of groundwater pollution and general water pollution that has been tested by the Minnesota Department of Health and the MPCA. Hastings wanted confirmation that Township staff will first of all be informed, and second share reports from MPCA and MDH with TKDA and WSP. It was the consensus that staff will be working closely with these agencies when it comes to the safety of the Town's water. The Town Attorney will also be in touch with these agencies and inquire exactly if more tests should be done to ensure the best possible water quality for residents.

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 7:34 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Megan R. Cavanaugh
Recording Secretary

DRAFT

Town Board Meeting
March 2, 2020

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

Subject: **Comcast of Minnesota Cable Franchise** – Adopt Resolution Stating Preliminary Assessment Franchise Should Not be Renewed

Documentation: Resolution

Action / Motion for Consideration:

Receive Information / Discuss

Adopt the Resolution Stating Preliminary Assessment Franchise Should Not be Renewed

McCune – Moves **Seconds - Ruzek**

EXTRACT OF MINUTES OF A MEETING OF THE TOWN BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA, HELD ON MARCH 2, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on March 2, 2020, at 7:00 p.m.

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

Supervisor McCune introduced the following Resolution and moved its adoption:

RESOLUTION AFFIRMING THE PRELIMINARY ASSESSMENT THAT THE COMCAST OF MINNESOTA, INC., CABLE FRANCHISE SHOULD NOT BE RENEWED

WHEREAS, White Bear Township is a member of the Ramsey/Washington Counties Suburban Cable Communications Commission II (hereinafter "RWSCC") a Joint Powers Commission organized pursuant to Minn. Stat. § 471.59, as amended, and includes the municipalities of Birchwood, Dellwood, Grant, Lake Elmo, Mahtomedi, North St. Paul, Oakdale, White Bear Lake, White Bear Township and Willernie, Minnesota ("Member Municipalities");

WHEREAS, the Member Municipalities enacted separate ordinances and entered into individual agreements authorizing MediaOne North Central Communications Corp. to provide cable service (collectively, the "Franchises");

WHEREAS, as a result of several transfers of the Franchises, Comcast of Minnesota, Inc., ("Comcast") currently holds the Franchises in the Member Municipalities;

WHEREAS, Section 626(a)(l) of the Cable Communications Policy Act of 1984, as amended (the "Cable Act"), 47 U.S.C. § 546(a)(1), provides that if a written renewal request is submitted by a cable operator during the 6-month period which begins with the 36th month before franchise expiration and ends with the 30th month prior to franchise expiration, a franchising authority shall, within six months of the request, commence formal proceedings to identify the future cable-related community needs and interests and to review the performance of the cable operator under its franchise during the then current franchise term;

WHEREAS, Comcast invoked the formal renewal procedures set forth in Section 626 of the Cable Act, 47 U.S.C. § 546;

WHEREAS, the Joint Powers Agreement empowers the Commission and/or its designee(s) to conduct the Section 626 formal franchise renewal process on the Member Cities' behalf and to take such other steps and actions as are needed or required to carry out the formal franchise renewal process;

WHEREAS, the Commission commenced formal franchise renewal proceedings under Section 626(a) of the Cable Act, 47 U.S.C. § 546(a), and authorizing the Commission or its designee(s) to take certain actions to conduct those Section 626(a) proceedings;

WHEREAS, RWSCC performed a needs assessment of the Member Municipalities' and their communities' present and future cable-related needs and interests and has evaluated and continues to evaluate Comcast's past performance under the Franchises and applicable laws and regulations, all as required by Section 626(a) of the Cable Act, 47 U.S.C. § 546(a);

WHEREAS, the Commission's needs ascertainment and past performance review included the Report on Cable-Related Needs and Interests and System Technical Review Within the Ramsey Washington Suburban Cable Commission Franchise Area, dated August 30, 2017, by CBG Communications, Inc.; Constance Ledoux Book, Ph. D., Telecommunications Research Corporation; Carson Hamlin, Media Integration Specialist; and Issues and Answers Telephone Research Firm ("CBG Report"); and in addition, the Commission reviewed its own files and conducted certain investigations as to needs and interests and past performance, and drew upon publicly available information regarding industry and area trends;

WHEREAS, based on its needs ascertainment and past performance review, RWSCC staff prepared a "Request for Renewal Proposal for Cable Franchise" ("RFRP") that summarizes the Member Municipalities' and their communities' present and future cable-related needs and interests, establishes requirements for facilities, equipment and channel capacity on Comcast's cable system and includes model provisions for satisfying those requirements and cable-related needs and interests; that identified past non-compliance issues, and provided Comcast a further opportunity to correct them; and included a model franchise with terms and conditions;

WHEREAS, RWSCC and Comcast engaged in informal renewal negotiations pursuant to 47 U.S.C. § 546(h) but are currently unable to arrive at mutually acceptable terms;

WHEREAS, RWSCC established November 11, 2019 as a deadline for Comcast's response to the RFRP;

WHEREAS, RWSCC and Comcast agreed to extend certain deadlines including the deadline for Comcast to respond to the RFRP; and on or about December 13, 2019, Comcast submitted to RWSCC its Response to Ramsey Washington Counties Suburban Cable Communications Commission II's Request for Renewal Proposal for Cable Franchise ("Comcast Proposal");

WHEREAS, RWSCC reviewed the Comcast Proposal and based on that review made a preliminary assessment that the Franchises should not be renewed, as set forth in Resolution 2020-01, ("RWSCC Resolution") and recommended that each Member Municipality confirm and issue a preliminary assessment that the franchise not be renewed;

WHEREAS, RWSCC has proposed Rules for the Conduct of an Administrative Hearing, attached to the RWSCC Resolution as Exhibit B and asked each Member Municipality to confirm those rules.

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

Section 1. White Bear Township hereby issues a preliminary assessment that the franchise should not be renewed, and the actions of the RWSCC affirmed.

Section 2. Exhibit A to the RWSCC Resolution is adopted and incorporated herein, and sets out grounds for the preliminary denial, and the which of the categories of issues set out in 47 U.S.C. § 546(c)(1) may be raised in any formal administrative proceeding.

Section 3. Exhibit B, the Rules for Conduct of an Administrative Hearing are confirmed and may be used for conduct of the proceeding. To remove any doubt, the RWSCC is authorized to make such changes to the Rules as may be necessary or appropriate for the conduct of the proceeding without seeking further authorization from White Bear Township.

Section 4. RWSCC shall provide such notices as may be required and promptly commence the administrative proceeding required by law.

Section 5. The proceeding maybe delayed by agreement, subject to ratification by the Member Municipalities. The proceeding may be terminated if an agreement is reached as to renewal, or if Comcast determines it does not wish an administrative hearing on its application.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Regular Meeting of the Town Board of the Town held on the 2nd day of March, 2020, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to Comcast Cable of Minnesota, Inc.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 2nd day of March, 2020.

_____
TOWN CLERK, TOWN OF WHITE BEAR, MINN.

Town Board Meeting
March 2, 2020

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

Subject: **Portable Restroom Contract** – Based on Staff Recommendation Approve the Three-Year Contract with Jimmy's Johnnys for Portable Restrooms in the Township in the Amount of $29,450.00 With Funding From the Parks & Recreation Operating Budget under Contractual Services

Documentation: Public Works Staff Memo w/attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Recommendation Approve the Three-Year Contract with Jimmy's Johnnys for Portable Restrooms in the Township in the Amount of $29,450.00 With Funding From the Parks & Recreation Operating Budget under Contractual Services

MEMORANDUM

Date: February 12, 2020

To: Town Board

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

Re: Portable Restroom Contract

The Town's (3) three-year portable restroom contract expired in December of 2019 and staff is proposing that the Town Board consider approval of another 3 year contract in 2020. By having a three-year contract the Town is able to acquire competitive pricing and allow for more accurate budgeting. Please see results of quotes below.

PORTABLE RESTROOMS QUOTES FOR 2020 – 2022

POLAR LAKES

	Jimmy's Johnnys	Onsite	Air Fresh
1 Reg. Unit Serviced 2 time a week	$5,550.00	$5,850.00	$6,660.00
2 ADA Unit Serviced 2 times a week	$7,950.00	$10,770.00	$9,600.00
ADA UNITS			
Mead Park	$3,190.00	$3,234.00	$2,640.00
Four Seasons Park	$3,190.00	$3,234.00	$2,640.00
Longville Park	$3,190.00	$3,234.00	$2,640.00
Columbia Park	$3,190.00	$3,234.00	$2,640.00
Fox Meadows Park	$3,190.00	$3,234.00	$2,640.00
TOTAL ANNUAL Cost	**$29,450.00**	**$32,790.00**	**$29,460.00**

Lowest quote is from Jimmy's Johnnys for $29,450.00. This quote is for a three-year contract, with Polar Lakes Park is serviced twice a week and the other Parks are serviced once a week. The delivery date for Polar Lakes Park would be the first Monday in May and then removed the last Friday in November for a total of 30 weeks. The remaining parks delivery date would be the first Monday in May and then removed the first Friday in October for a total of 22 weeks.

Funding is provided by the Parks and Recreation Operating Budget under Contractual Services.

Action requested is to approve the three-year contract from Jimmy's Johnnys for $29,450.00

39578 Grand Avenue
North Branch, MN 55056

February 4th, 2020

Pete Tholen
White Bear Township
1281 Hammond Rd
White Bear Lake, MN 55110

Pete,
Thank you for the opportunity to quote your portable restrooms again for the upcoming 3 years contract, covering 2020-2022. We know you will continue to be satisfied with our prompt and reliable service. We are a Veteran Owned local service provider and service the entire Twin Cities and surrounding areas.

The below prices are per unit, each 28-day billing cycle, not including tax. We do prorate after the first four weeks.

Regular Unit:	**once a week service**	**$65.00**	
	twice a week service	**$120.00**	
	Special Event	**$65.00**	
Handicap Unit:	**once a week service**	**$145.00**	
	twice a week service	**$200.00**	
	Special Event	**$145.00**	
Hand Sanitizer		**Free-Included**	
Delivery/Relocation		**No charge on route**	**($35.00 if off route)**

Weekly servicing consists of pumping and sanitizing the toilet, thoroughly cleaning all toilet surfaces and replacing the toilet paper.

We also offer increased assurance of excellent service with the addition of vehicle tracking systems in our service trucks. Using state-of-the-art GPS technology, we are able to guarantee your toilets are serviced as scheduled.

If you need further information regarding any of our services please give our office a call or you can also visit our website www.jimmysjohnnys.com . If you have any questions or would like to accept our bid, please call our office at 651-277-7368.

Thank you,
Sara

P.O Box 24, Stillwater, MN 55082
Portable Restroom Rental/Septic Services
Tel (651) 430-0916 • Tel (651-775-1489)
Fax (651) 439-3065 • www.AirFreshIndustries.com
info@airfreshindustries.com
MPCA License #2114, WDNR License #2543/Insured
CERT Certified SBE/WBE
DBE/TGB/WOSB/EDWOSB Certified

February 12, 2020
White Bear Township
Pete Tholen, Field Maintenance Supervisor
Public Works Department
1281 Hammond Road
White Bear Township, MN 55110
Pete.tholen@whitebeartownship.org

Thank you for the opportunity to provide you with a Portable Restroom Rental quote for White Bear Township. Our portable restrooms include handsanitizers and would be placed and picked up on your requested dates. AirFresh Industries ***does not*** add hidden charges such as "Environmental Disposal Fees" or "Fuel Surcharges."

WHITE BEAR TOWNSHIP, MN

Portable Restrooms Skid Units (Includes Dropoff/Pickup/Service):

1. Standard Portable Restroom w/ Deodorizer/Handsanitizer/1x week service	$ 75.00 /unit/28-days
2. Standard Portable Restroom w/ Deodorizer/Handsanitizer/2x week service	$ 147.00 /unit/28-days

Portable Restrooms Skid Units (Includes Dropoff/Pickup/Service):

1. ADA Accessible Restroom w/ Deodorizer/Handsanitizer/1x week service	$ 120.00 /unit/28-days
2. ADA Accessible Restroom w/ Deodorizer/Handsanitizer/2x week service	$ 200.00 /unit/28-days

Miscellaneous:

1. Chemical Hand Sanitizer/Unit (included)	$ 0.00 /28 days
2. Handwash Station/Sink with water/soap/paper-towels	$ 75.00 /event/service
3. Emergency Extra Service or Tip-Over/Unit (provided upon request)	$ 25.00 /service

Delivery/Pickup/Move Charges:

1. Delivery/Unit	$ 0.00/delivery
2. Pickup/Unit	$ 0.00 /pickup
3. Move/Unit (provided upon request)	$ 25.00 /move

SUBTOTAL =
$120.00/5-ADA units (1x/week service) = $600.00/28-days
$200.00/2-ADA units (2x/week service) = $400.00/28-days
$147.00/1-Reg unit (2x/weeks service) = $147.00/28-days

TOTAL = $1,147.00/28-days
Sales tax (if applicable) not included in above pricing. Pricing can be pro-rated weekly after the first 28-days rental.

_____ _____
Signature/Title Date
White Bear Township

_____ _____
Signature/Title Date
AirFresh Industries, Inc.

NO Pickup or Delivery Charges
NO Damage Waivers
NO Disposal or Hidden Fees

PORTABLE RESTROOM RENTAL QUOTE

For areas where environmental conditions or vandalism is of concern, our portable restrooms can be staked down or locked upon request at no additional charge.

AirFresh Industries is licensed (MPCA #2114) and insured. AirFresh Industries is certified as a **Disadvantaged Business Enterprise (DBE)** through the Minnesota Unified Certification Program (MnUCP) and is also certified through the Central Certification (CERT) Program as a **Small Business (SBE) and Women-Owned Business (WBE) Enterprise**. AirFresh Industries is certified through the **Metropolitan Council Underutilized Businesses program (MCUB)** as well as the **Minneapolis Small and Underutilized Business Enterprise Program (SUBP)**. AirFresh Industries is additionally certified as a **Targeted Group Business (TGB)** thru State Admin and also has its Affirmative Action Plan registered w/MnDHR.

Sincerely,

Kelly Thommes

Kelly Thommes
President/CEO
AirFresh Industries, Inc.
P.O. Box 24, Stillwater, MN 55082
651-430-0916 (dispatch)/651-775-1489 (direct)
651-430-3488 (office)/651-439-3065 (fax)
kellythommes@airfreshindustries.com
http://www.airfreshindustries.com
http://www.thebluebook.com/iProView/795153/airfresh-industries/material-suppliers/
Clean and Fresh/The New Standard

Sanitation Quote

Event Name: White Bear Twsp 2020 - 2022 Seasons
Date:02-05-2020 12:58 PM
Quote Expiration Date: 02-28-2023

Your Sales Representative:	Sold To:	Delivery Information
Mary Adam **Phone:** 651-429-3781 **Email:** marya@onsiteco.com	White Bear Township Park and Rec Pete Tholen **Phone:** 651-747-2776 **Email:** pete.thoen@whitebeartownship.org **Site Contact:** Pete Tholen **Site Phone #:** 651-747-2776 **PO #** #9535 **Billing Address:** White Bear Township 1281 Hammond Road White Bear Township MN 55110	**Delivery Date:** **Pick-Up Date:** **Service Date:** **Address:** White Bear Township 1281 Hammond Road White Bear Township MN 55110 **Placement Notes:** Rates listed are per unit

Item#	Description	Qty	Unit Price	Total Price
	28 Day Rental with reoccurring service	0	$ 0.00	$ 0.00
STNDRGM	Regular Portable Restroom- 28 Day Rental (1X week service)	0	$ 65.00	$ 0.00
STNDRGM2X	Regular Portable Restroom- 28 Day Rental (2X week service)	0	$ 130.00	$ 0.00
SPTYADAM	ADA Unit- 28 Day Rental (1X week service)	0	$ 147.00	$ 0.00
SPTYADAM2X	ADA Unit- 28 Day Rental (2X week service)	0	$ 212.00	$ 0.00
ACCHSM	Hand Sanitizers	0	$ 0.00	$ 0.00
	Included in unit rate Fuel Fee Environmental Fee Damage Waiver Fee Winter Service Fee	0	$ 0.00	$ 0.00
SV	Extra Service - Weekdays	0	$ 21.00	$ 0.00
SV	Extra Service - Weekends & Holidays	0	$ 25.00	$ 0.00
	Weekend or Event Portables	0	$ 0.00	$ 0.00
STNDRGSE	Regular Portable Restroom-Special Event	0	$ 65.00	$ 0.00
SPTYADASE	ADA Unit-Special Event	0	$ 147.00	$ 0.00
ACCHSSE	Hand Sanitizers-Special Event	0	$ 0.00	$ 0.00
SV-S	Extra Service-Special Event Weekdays	0	$ 21.00	$ 0.00
SV-S	Extra Service-Special Event Weekends & Holidays	0	$ 25.00	$ 0.00

Taxes not included.

WBE (Women Business Enterprise) Certified.

General Conditions:

***Winter service charges will be applied accordingly based upon current weather conditions.**
***Fuel surcharge will be applied accordingly.**

A 28 day minimum will be charged for all rental units. Rental units and service will be billed in advance on a 28 day billing cycle and all applicable taxes.

Cancellation Policy:
***Portable Restroom Order - Notified at least 48 hours prior to delivery, 50% of full payment will be returned. Notified 0 to 47 hours prior to deliver, no refund will be returned.**
***Restroom Trailer and Shower Trailer Order - 50% non-refundable deposit, remaining balance due 4 weeks priors to delivery. Cancellation within 4 weeks of delivery, no refund will be returned.**

***Equipment is sanitized and loaded onto trailers at least 48 hours before delivery.**

***All luxury restroom trailers being delivered must have a 12 foot high by 12 foot wide clearance with length depending on trailer specifications.**

☐ *It is expressly understood and agreed that the data set forth above and the terms and conditions included constitute the Lease Agreement between the parties. Customer specifically acknowledges receipt of a copy of this agreement and by this execution accepts the Terms and Provisions set forth on both sides hereof. It is acknowledged that this agreement provides the disclosures that are necessary pursuant to the Federal Consumer Leasing Act of 1976. If no representative from lessee is available to sign for an accept delivery with Terms and Conditions as specified on Rental Agreement. Then Terms and Conditions of this Rental Agreement are fully in effect and legally binding per verbal order by lessee.*

☐ *I acknowledge that On Site Companies will not be held responsible for incorrect placement of equipment.*
In the event that a site contact is not present during delivery, all efforts will be made by On Site to ensure proper placement of equipment based on instructions from the customer.
Any relocation of equipment will be charged to the customer.

☐ *I acknowledge On Site Companies is not liable for any damage to grounds while placing or removing any portable restrooms or restroom trailers.*

Signature:_____
Print:_____
Date:_____

Terms of Service

By accepting the equipment upon deliver, the "Bill To" party on the Invoice ("Customer" agrees with On Site Companies, Inc., ("On Site") to these terms and conditions ("Terms").

PRICING.

All equipment and services are billed at an agreed upon rate for four (4) weeks or twenty-eight (28) days in advance of service, subject to applicable taxes. Minimum four weeks rental rate assessed on all portable restrooms, hand wash units, holding tanks. After a day 28 minimum is met, On Site will prorate by the week. Prices are subject to change.

PAYMENT TERMS.

Payment is net ten (10) days from the date of invoice upon approved credit. Customer will be invoiced in advance for 28 days of service for a re-occurring rental or a one-time rental. All past due amounts under this Agreement shall bear interest at the rate of 1.5% per billing cycle (or at the highest rate permitted by law) from the date due until paid. Should Customer's account be referred to a collection agency or an attorney, whether "in-house" or otherwise, Customer shall bear the costs of court and/or attorneys' fees.

CREDIT CARD PROCESSING.

Customer declares that the all credit information submitted is true, accurate, and appears in the name as stated. Authorization is hereby given to On Site to use the credit card information provided for amounts due to On Site on the date each invoice is issued. Further, Customer authorizes its credit company to accept and to charge its account for purchases initiated by On Site. This authorization allows On Site to continue to use the credit card information, which shall remain in full force and effective unless the Customer revokes this authorization in writing sent certified mail, return-receipt requested to On Site Companies at 95 Woodlynn Ave, St Paul, MN 55117.

SERVICE GRIEVENCES.

Customer and On Site agree that all service related issues and all complaints regarding nonperforming or malfunctioning goods will be communicated to On Site within three (3) business days.

UNIT DELIVERY, LOCATION, AND RETRIEVAL.

Delivery dates provided by On Site are approximate. On Site shall have no liability for failure or delay in delivery or failure to notify Customer of any delay or non-delivery. On Site will not be held responsible for Customer's failure to be available for placement instructions or failure to designate unit placement at time of delivery. If unit is set in an undesired area because Customer failed to designate placement area and On Site is asked to return, On Site reserves the right to charge a fee of ranging from $65 - $150 depending on the service location, plus fuel costs. Relocation of the unit will be performed at On Site's earliest convenience. Customer agrees not to remove units from site or permit the units to be removed from the site without notification of doing so to On Site.

EQUIPMENT USE AND ACCESS.

Customer will immediately notify On Site and discontinue use of equipment that is or becomes unsafe or dangerous, in any respect. Customer shall provide unobstructed access to equipment on the day of servicing or removal, or be subject to a $65-$150 trip charge plus fuel costs, and/or delayed service or removal. A unit is inaccessible if it is located more than fifteen (15) feet from an area accessible to a pumper truck. Customer represents that it has authority to permit On Site to enter property upon which On Site equipment is located to permit On Site to service, repair, or remove a unit, and Customer agrees to hold On Site harmless from On Site entry upon such real property for these purposes. Customer acknowledges that health standards require 1 unit for no more than 10 persons on site. It is Customer's sole responsibility to contact On Site to request all equipment relocations and final pick-ups. On Site HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND QUIET ENJOYMENT.

CANCELLATION OF DELIVERY

Cancellation of delivery upon arrival for a recurring portable restroom rental will be subject to $65 - &150 trip charge. Special event orders that are cancelled with at least 48 hours' notice prior to delivery, will receive 50% of full payment returned. Failure to notify On Site within 48 hours of delivery – no refund will be given.

WINTER SERVICE

Due to winter climate conditions On Site will impose a winter service charge which covers the additions costs related to, but not limited to freeze prevention costs, and additional labor. Winter service charges may be in effect November through May dependent on weather conditions.

DAMAGE WAIVER

The damage waiver was designed to provide extra financial protection and peace of mind in the event of accidental damage to our equipment during a typical rental period. The damage waiver also protects renters from vandalism, graffiti or complete unit destruction. In an effort to protect our Customer the damage waiver fee will be added to all new routed orders. Special event customers will also be given the option to add the damage waiver program after the order has been placed. Customers choosing to opt-out of the damage waiver program must sign and return a release form to avoid the additional charge.

In the case of theft, customer agrees to report such to the police department and provide a copy of the police report to On Site within 14 days of date of loss in order for damage waiver to be effective. The damage waiver is valid for all instances of damage except damage due to customer's neglect or misuse.

The damage waiver program is NOT an insurance policy. You, as the renter, are still responsible for all personal injuries or property damage as set forth in the rental agreement. While insurance may cover rental equipment, the deductible may still exceed the cost of the unit. If you should choose to decline the damage waiver please be aware that you WILL be responsible for all damage and destruction of equipment, accidental or otherwise.

ENVIRONMENTAL FEES

The Environmental Fee is a fee on corporations in industry groups that use, generate, dispose, store hazardous materials or that conduct activities related to those materials. The Environmental Fee allows On Site to recover the costs related to environmental compliance and disposal of hazardous and controlled waste in our or Waste Water Treatment facilities. The fee covers regulated and non-regulated waste, including (but not limited to) waste disposal, Freon disposal charges, waste lubricant and oil, water filtration, parts washers, paint and solvents, electronics, batteries, fluorescent light bulbs, filter disposal, rags, scrap metals, waste licenses, and environmental fees charged to us by other vendors.

The Environmental Fee is subject to modification should our environmental compliance costs change.

FUEL CHARGES.

Because fuel and disposal costs constitute a significant portion of On Site costs, Customer agrees that On Site may increase its fuel surcharge and/or haul rate to

adjust for any increase to On Site costs.

PROHIBITED WASTE AND PROPER LOADING OF CONTAINERS.

Customer warrants that, unless otherwise agreed under separate written agreement, no controlled, hazardous, toxic, or radioactive wastes or substances, as defined by applicable federal, state or local laws or regulations, will be placed in waste disposal containers. Prohibited wastes include, but are not limited to: paint; tires; batteries; free liquids, sludges, industrial process and pollution control process wastes; residue, contaminated residue and residuals from chemical spills or cleanups; liquids and sludges from septic tanks, food service grease traps and commercial laundries and car washes; biomedical waste; friable asbestos; non-friable asbestos; oil filters, cathode ray tubes, acetylene tanks, and other chemical equipment, and; waste produced from dismantling or demolition of industrial process equipment contaminated with chemicals (collectively, the "Prohibited Wastes"). Customer agrees to indemnify, defend and hold On Site harmless from any and all claims, suits, damages, penalties, citations, fines, and liabilities for injury or death to persons or damages to property or the environment, arising out of a breach of this warranty or caused by Customer's waste containing hazardous or other prohibited waste.

Customer agrees to indemnify or reimburse On Site for any fees, fines, or other expenses relating overloaded containers or Prohibited Wastes found or placed in units used by Customer. Customer further agrees to pay On Site a twenty percent (20%) fee to On Site in addition to any such amounts of indemnity or reimbursement.

RISK OF LOSS OR DAMAGE.

Customer agrees to return all equipment furnished under this Agreement to On Site in the same condition as delivered, subject only to normal wear and tear. Customer shall bear the risk of loss and damage to equipment. In the event of damage, other than damaged caused directly by On Site, Customer shall pay the lesser of (a) the cost or repair, or (b) the cost of replacement in On Site's yard in St Paul, MN. The cost of replacement of a standard portable toilet is agreed to be $850, which will be billed to the Customer in the event of loss. No loss or damage to equipment, in whole or in part, shall impair Customer's payment obligations under this Agreement.

TERM.

This Agreement shall be effective immediately and shall continue in full force and effect until On Site receives written notice of termination from Customer sent by certified or registered mail, return-receipt requested. Said notice shall specify the effective date of termination, which shall be no less than seven (7) days after On Site receipt of said notice of termination. Termination of this Agreement shall in no way release Customer or guarantor from any sum, debt or other obligation, including any duty to defend and/or indemnify On Site, incurred or arising prior to such termination.

INVOICE DISPUTES; WAIVER.

In the event Customer disputes any amount invoiced hereunder, Customer agrees to provide On Site with written notification of such dispute within thirty (30) calendar days of the disputed invoice date, or else waive such dispute. Even in the event of a timely notice of dispute, Customer agrees to timely pay all undisputed amounts invoiced hereunder.

DEFAULT.

If Customer fails to make any payment or perform any obligation under this Agreement or becomes in any way the subject of a bankruptcy proceeding, On Site shall be under no obligation to furnish additional equipment or services to Customer until the default is cured and On Site may, without penalty, legal process or notice of any kind, immediately retake possession of all of its equipment from Customer, regardless of location.

LIMITATION OF LIABILITY.

On Site shall not be liable for damage to pavements or other driving surfaces resulting from the weight of vehicles servicing the equipment location designated by Customer, nor for any damages incurred while executing Customer's directions. In no event shall On Site, its members, managers, employees, agents, attorneys, insurers, affiliates, successors, or assigns be liable for: i) any claim, loss, damage or expense of any kind (including strict liability in tort) arising out of or related to the ownership, selection, possession, lease, operation, control, use, maintenance, delivery or return of the equipment; ii) incidental, indirect, special or consequential damages (including loss of profits or production), whether suffered by Customer or any third party, no matter the cause; or, iii) any amount in excess of the amount On Site receives from Customer as payment under this Agreement.

INDEMNITY.

Customer agrees to defend, indemnify and hold On Site harmless from and against any and all claims, actions, suits, costs, expenses (including attorney's fees), damages and liabilities for injury or death to persons or loss or damage to property, arising out of or related to the equipment or services furnished under this Agreement, including costs, expenses, and attorney's fees incurred by On Site in an action, claim, or suit to enforce or prosecute Customer's obligations under this provision or Agreement.

CHOICE OF LAW; CONSTRUCTION.

This Agreement shall be governed by the laws of the State of Minnesota. There shall be no presumption or inference against the party drafting this Agreement in construing or interpreting its provisions. Any provision of this Agreement, or portion thereof, held to be void or unenforceable under applicable law, shall be deemed stricken and all other provisions, as well as the other portions of the provision at issue shall continue to be valid and binding on the parties. This Agreement constitutes the entire agreement between the parties with regard to its subject matter, superseding all prior negotiations and agreements, and shall not be amended, altered or changed except in writing signed by both parties. The parties hereto irrevocably and unconditionally waive, to the fullest extent possible, their right to a jury trial in any suite, action or proceeding on any matter arising from or relating to these Terms.

Town Board Meeting
March 2, 2020

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

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Install an Electrical Secondary Service to the Residence at 5518 Shadyside Lane

Documentation: Town Engineer Correspondence w/ Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Install an Electrical Secondary Service to the Residence at 5518 Shadyside Lane

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

TKDA

February 26, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
5518 Shadyside Lane
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to install electrical secondary service to the residence at 5518 Shadyside Lane. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the replacement.
2. Contractor must protect Shadyside Lane during the directional boring.
3. Contractor must protect sewer and water services.
4. The right of way is extremely small on Shadyside Lane.
5. Disturbed areas shall be restored equal to or better than original condition.
6. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
7. Call Gopher One-Call prior to any work.

Sincerely,

Jim Studenski, P.E.
Town Engineer

Enclosures

An employee owned company promoting affirmative action and equal opportunity

Date 2/19/2020
Project No: 104339078
Service Designer: Laurie VanOstrand
651-779-3160

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

To:

Jim Studenski
1281 Hammond Rd
White Bear Lake, MN 55110

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

I. Type of Utility – Electric , Residential service

Installing 4/0 electric secondary service to 5518 Shadyside Ln, running from west side of the garage to the power pole on south side of Shadyside Ln

II. Work to be started upon approval and completed by 12/31/2020.

Application Approved

_____

_____

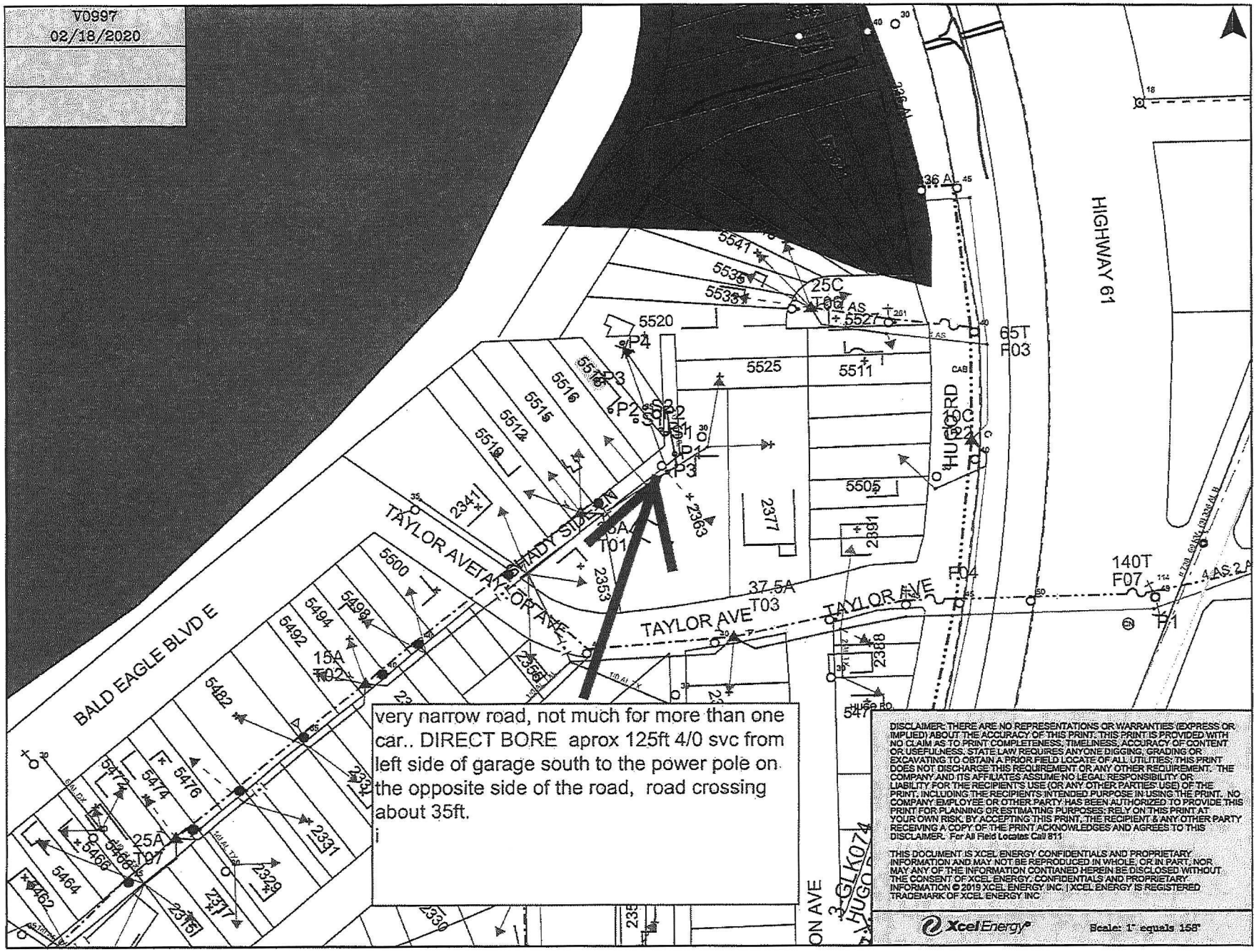
Date: _____

Xcel Energy
d/b/a Northern States Power Company

Laurie VanOstrand

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

V0997
02/18/2020



very narrow road, not much for more than one car.. DIRECT BORE aprox 125ft 4/0 svc from left side of garage south to the power pole on the opposite side of the road, road crossing about 35ft.

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Xcel Energy®

Scale: 1" equals 158'

Town Board Meeting
March 2, 2020

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

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Replace Eight Power Poles to Service the Residential Area of 4th Street, Grand Avenue & 2nd Street Due to Condition & Age

Documentation: Town Engineer Correspondence w/ Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Replace Eight Power Poles to Service the Residential Area of 4th Street, Grand Avenue & 2nd Street Due to Condition & Age

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

TKDA

February 26, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
4th Street, Grand Avenue and 2nd Street
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace eight (8) power poles to service the residential area of 4th Street, Grand Avenue and 2nd Street due to condition and age. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the replacement.
2. Contractor must protect 4th Street, Grand Avenue and 2nd Street during replacement.
3. Contractor must protect sewer and water services.
4. Contractor must protect the existing conditions in the three backyards of 4th Street west of Grand Avenue during the replacement of two power poles.
5. Disturbed areas shall be restored equal to or better than original condition.
6. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
7. Call Gopher One-Call prior to any work.

Sincerely,

Jim Studenski, P.E.
Town Engineer

Enclosures

RECEIVED

FEB 21 2020

TOWN OF WHITE BEAR

Xcel Energy

5363 260th St N
Wyoming, MN 55092

February 13, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

4th St, Grand Ave, 2nd St
Order 104315788

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

To: White Bear Township
1281 Hammond Rd
White Bear Twp, MN 55110

Application is hereby made for the permission to replace, construct and therefore maintain: 8 pole replacements (see attached sketch).

I. Type of Utility – General Description

Replacing 8 existing poles due to condition and age of pole (See sketch).

II. Work to be started after March 3rd, 2020 and completed by March 3rd, 2021 including any restoration.

Application Approved

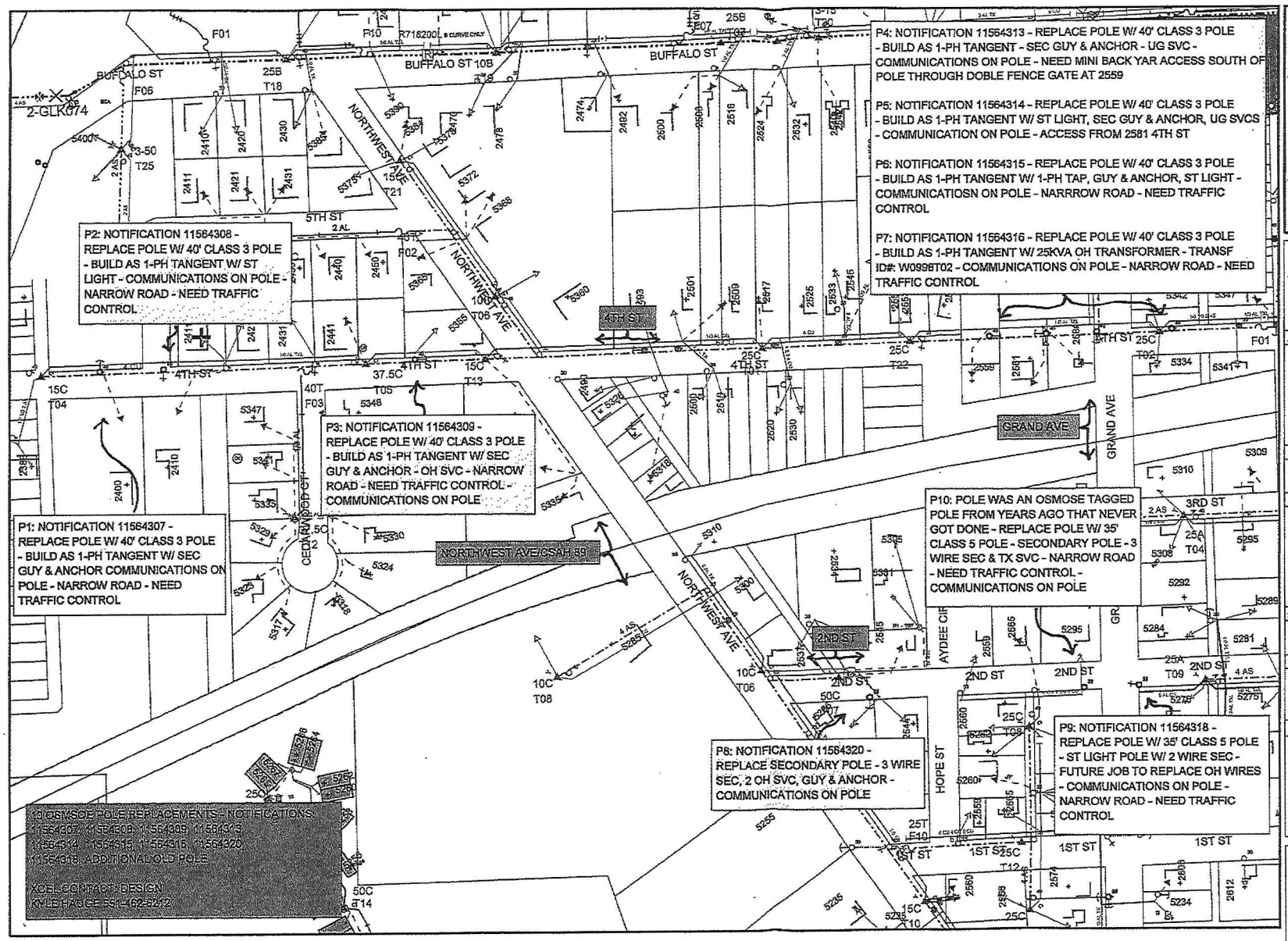
_____

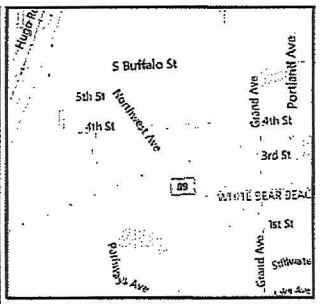
_____

Date: _____

XCEL ENERGY d/b/a NORTHER STATES POWER COMPANY

Kyle Hauge
Designer
5363 260th St N
Wyoming, MN 55092





Work Order Information

Service Request #	:
Design Number	: 000000924185
Designer/Planner ID	: hgpk04
Designer/Planner Name	: Haugee,Kyle
Designer/Planner Ph #	: (651) 482-6212
Manager Approval	:

Joint Utility

E: G:
T: C:

Design Location

Division	: White Bear Lake
County	: Ramsey
City	: WHITE BEAR TWP
Address	: 4th St, 2nd St, Grand Ave
T: 30N R: 22W S: 12	
Map # : V0998	Permit :

Electric

Feeder: GLK074 Voltage: 13.8 KV
Phase: AC Bkup Dev ID:

Gas

System : Pressure :
Size : Material :
Dead End :

Work Order # :

Date: 02/12/2020
Sketch: #1 Of #1 Sketch Data
Scale: 1" equals 200'

Xcel Energy®

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)
☐ CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____
FOREMAN _____ DATE _____
TEAM LEADER _____

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Town Board Meeting
March 2, 2020

Agenda Number: **5E – Consent Agenda**

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Power Poles to Service the Residential Area of Lake Avenue, Overlake Road, Orchard Avenue & Birch Road Due to Condition & Age

Documentation: Town Engineer Correspondence w/ Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Power Poles to Service the Residential Area of Lake Avenue, Overlake Road, Orchard Avenue & Birch Road Due to Condition & Age

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

TKDA

February 27, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Lake Avenue, Overlake Road, Orchard Avenue & Birch Road
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace seven (7) power poles to service the residential area of Lake Avenue, Overlake Road, Orchard Avenue and Birch Road due to condition and age. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the replacement.
2. Contractor must protect Lake Avenue, Overlake Road, Orchard Avenue and Birch Road during replacement.
3. Contractor must protect sewer and water services.
4. Disturbed areas shall be restored equal to or better than original condition.
5. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
6. Call Gopher One-Call prior to any work.

Sincerely,

Jim Studenski, P.E.
Town Engineer

Enclosures

RECEIVED
FEB 21 2020
TOWN OF WHITE BEAR

Xcel Energy

5363 260th St N
Wyoming, MN 55092

February 12, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Lake Ave, Overlake Rd, Orchard Ave, Birch Rd
Order 104311723

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

To: White Bear Township
1281 Hammond Rd
White Bear Twp, MN 55110

Application is hereby made for the permission to replace, construct and therefore maintain: replacing 7 existing poles (see attached sketch).

I. Type of Utility – General Description

Replacing 7 existing poles due to age & condition of poles (See sketch).

II. Work to be started after March 3rd, 2020 and completed by March 3rd, 2021 including any restoration.

Application Approved

_____

_____

Date: _____

XCEL ENERGY d/b/a NORTHER STATES POWER COMPANY

Kyle Hauge
Designer
5363 260th St N
Wyoming, MN 55092

P9: REMOVE ABANDONED POLE - NEED TREE CLEARING TO ACCESS - 1-PH DE W/ DE BELL CUT OPEN, GUY & ANCHOR 2 IC3'S

P10: REMOVE ABANDONED POLE - NEED TREE CLEARING TO ACCESS

S2: REMOVE PRIMARY & NEUTRAL SPAN

S3: REMOVE NEUTRAL SPAN

P8: NOTIFICATION 11568409 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH DE W/ 15KVA OH TRANSFORMER TRANSFORMER ID#: U0995T02 - 2 UG SVC'S, GUY & ANCHOR - PHONE & CABLE ON POLE - NEED TREE TRIMMING - POLE IS 15' FROM CL - NEED TRAFFIC CONTROL

P7: NOTIFICATION 11568408 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH DE W/ 25KVA OH TRANSFORMER TRANSFORMER ID#: U0995T10 - 2 UG SVC'S, GUY & ANCHOR - PHONE & CABLE ON POLE - POLE IS 15' FROM CL - NEED TRAFFIC CONTROL

P6: NOTIFICATION 11568399 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH MEDIUM ANGLE - CELL NET - PHONE & CABLE ON POLE - POLE IS 18' FROM CL - NEED TRAFFIC CONTROL - NEED TREE TRIMMING

P5: NOTIFICATION 11568401 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH TANGENT W/ 1-PH TAP W/ PUSH BRACE - PHONE & CABLE ON POLE - POLE IS 14' FROM CL - NEED TRAFFIC CONTROL

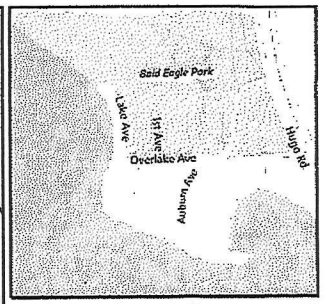
P4: NOTIFICATION 11568400 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH TNAGENT W/ 15KVA OH TRANSFORMER - TRANSFORMER ID#: U0995T07 - PHONE & CABLE ON POLE - POLE IS 14' FROM CL - NEED TRAFFIC CONTROL

P3: NOTIFICATION 11568421 - REPLACE POLE W/ 35' CLASS 5 POLE - BUILD AS SPAN GUY POLE - FOREIGN LIGHT & UG FEED ON POLE - POLE IS 19' FROM CL - NEED TRAFFIC CONTROL

P1: NOTIFICATION 11568416 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH LIGHT ANGLE W/ GUY & ANCHOR - UG SVC - PHONE & CABLE ON POLE - POLE IS 18' FROM CL - NEED TRAFFIC CONTROL - NEED TREE TRIMMING

7 OSMOSE POLE REPLACEMENTS - NOTIFICATIONS 11568409, 11568408, 11568399, 11568401, 11568399, 11568400, 11568421, 11568416
2 ADDITIONAL POLE REMOVALS

XCEL CONTACT: DESIGN
KYLE HAUGE 651-462-6212



Work Order Information

Service Request #	:
Design Number	: 000000924074
Designer/Planner ID	: hgk04
Designer/Planner Name	: Hauge,Kyle
Designer/Planner Ph #	: (651) 462-6212
Manager Approval	:

Joint Utility

E: G:
T: C:

Design Location

Division	: White Bear Lake
County	: Ramsey
City	: WHITE BEAR TWP
Address	: Orchard, Overlake, Lake Ave

T: 30N R: 22W S: 2

Map # : U0995 Permit :

Electric

Feeder: GLK074 Voltage: 13.8 KV
Phase: A Bkup Dev ID:

Gas

System : Pressure :
Size : Material :
Dead End :

Work Order # :

Date: 02/11/2020
Sketch: #1 Of #1 Sketch Data
Scale: 1" equals 200'

Xcel Energy®

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)
☐ CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO_____
FOREMAN_____ DATE_____
TEAM LEADER_____

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Town Board Meeting
March 2, 2020

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

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve XcelEnergy Permit to Replace Three Power Poles to Service the Commercial Area Along Leibel Street Due to Condition & Age

Documentation: Town Engineer Correspondence w/ Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve XcelEnergy Permit to Replace Three Power Poles to Service the Commercial Area Along Leibel Street Due to Condition & Age

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

TKDA

February 27, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Leibel Street
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace three (3) power poles to service the commercial area along Leibel Street due to condition and age. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect the commercial driveways during the replacement.
2. Contractor must protect Leibel Street during the replacement.
3. Contractor must protect the storm culvert at the west end of Leibel Street.
4. Contractor must protect the storm sewer pipe on the properties at the northwest end of their work.
5. Contractor must protect the existing conditions at the properties side lots and back lots during the replacement of two of the power poles.
6. Disturbed areas shall be restored equal to or better than original condition.
7. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
8. Call Gopher One-Call prior to any work.

Sincerely,

Jim Studenski, P.E.
Town Engineer

Enclosures

RECEIVED

FEB 21 2020

TOWN OF WHITE BEAR

5363 260th St N
Wyoming, MN 55092

February 13, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Leibel St
Order 104315788

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

To: White Bear Township
1281 Hammond Rd
White Bear Twp, MN 55110

Application is hereby made for the permission to replace, construct and therefore maintain: replacing existing pole (see attached sketch).

I. Type of Utility – General Description

Replacing existing pole due to condition and age of pole (See sketch).

II. Work to be started after March 3rd, 2020 and completed by March 3rd, 2021 including any restoration.

Application Approved

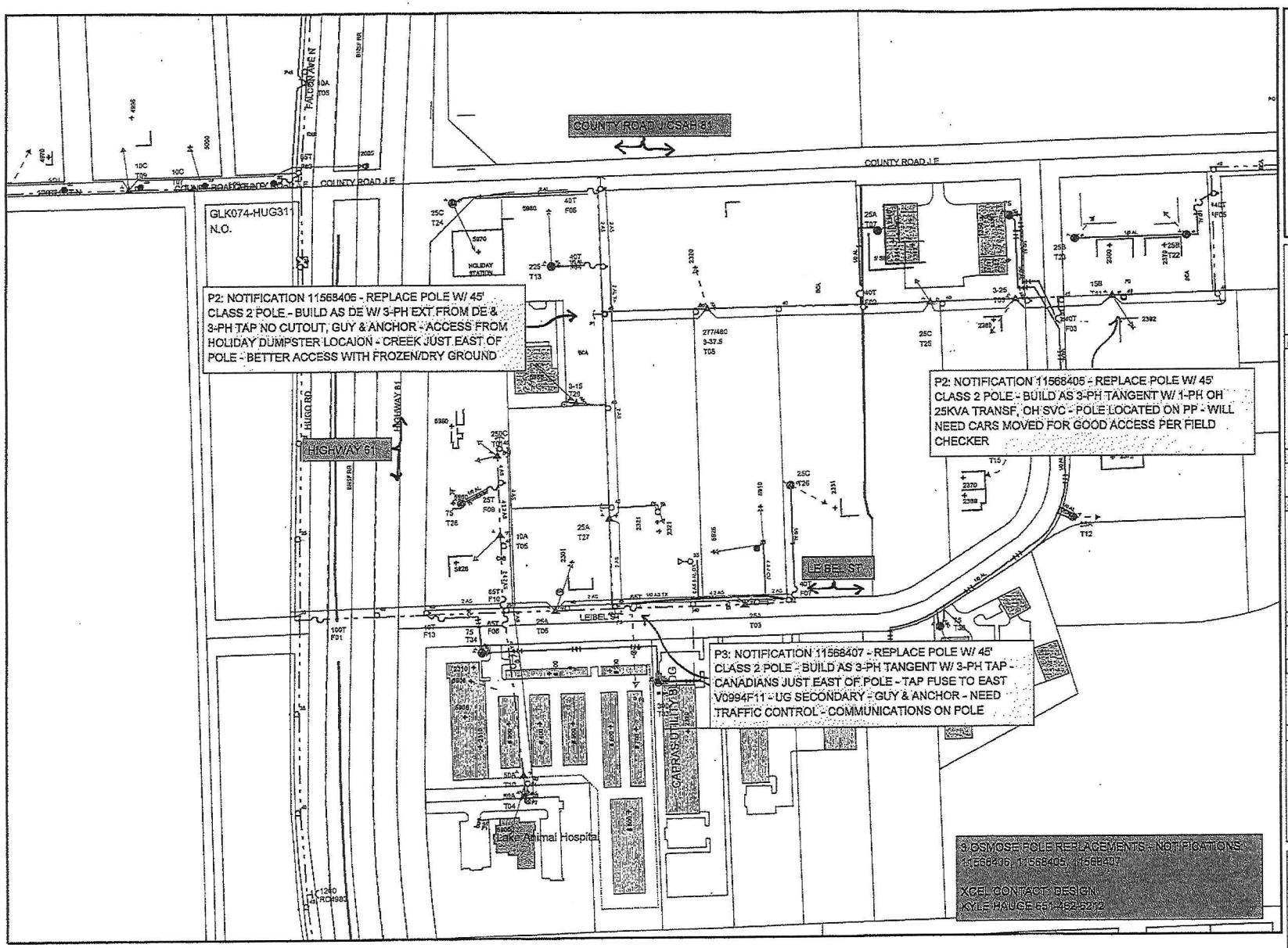
_____

_____

Date: _____

XCEL ENERGY d/b/a NORTHER STATES POWER COMPANY

Kyle Hauge
Designer
5363 260th St N
Wyoming, MN 55092



Work Order Information	
Service Request #	:
Design Number	: 000000924544
Designer/Planner ID	: hggk04
Designer/Planner Name	: Hauge,Kyle
Designer/Planner Ph #	: (651) 482-5212
Manager Approval	:

Joint Utility	
E:	G:
T:	C:

Design Location	
Division	: White Bear Lake
County	: Ramsey
City	: WHITE BEAR TWP
Address	: Leibel St
T: 30N R: 22W S: 1	
Map # : V0994	Permit :

Electric	
Feeder: GLK074	Voltage: 13.8 KV
Phase: ABC	Bkup Dev ID:

Gas	
System :	Pressure :
Size :	Material :
Dead End :	

Work Order # :

Date: 02/13/2020

Sketch: #1 Of #1 Sketch Data

Scale: 1" equals 200'

Xcel Energy®

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO_____

FOREMAN_____ DATE _____

TEAM LEADER _____

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Town Board Meeting
February 19, 2020

Agenda Number: **6 – Old Business**

Subject: **Water Gremlin** – Permit Update

Documentation: Building Inspector Memo

Action / Motion for Consideration:

Receive Memo / Discuss

MEMORANDUM

TO: TOWN BOARD
FROM: MIKE JOHNSON - BUILDING OFFICIAL
DATE: FEBRUARY 28, 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 building permit was offered to Anderson Companies for issuance on February 4, 2020. The Town received revised plans for phase one relocating the manufacturing operation to a different location within the same building at 4316 Otter Lake Road. These revised plans have been reviewed and approved by the Town Building and Fire Departments and have been offered for issuance.

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. The phase two permit submittal review by the Township identified design deficiencies leading to a revised plan submittal for the temporary structure. The revised temporary structure design has been reviewed by the Town Building Department, Fire Department, Metropolitan Council and the Minnesota Department of Labor and Industry, and will be available for issuance on March 3, 2020.

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. Phase three design documents have been submitted to the Township for review. Phase three documents are currently under review with an expected issuance date sometime in the final week of March 2020.

Town Board Meeting
March 2, 2020

Agenda Number: **7 – Public Hearings**

Subject: **Stable Property, 5685 Portland Avenue** - Request for a Major Subdivision & Conditional Use Permit for a Planned Unit Development

Documentation: Original Public Notice / Revised Public Notice / Resident Letter / Mailing List

Action / Motion for Consideration:

Receive Information / Discuss

Re-Call Public Hearing for the Stable Property, 5685 Portland Avenue Concerning a Major Subdivision & Conditional Use Permit for a Planned Unit Development for **Monday, March 16, 2020 @ 7:00 at Heritage Hall**

Due to Lack of Prior Publication & Sufficient Notification**

** A resident letter has been sent out advising of the change as Staff did speak with one resident & they may have spread the word of an upcoming March 2 meeting.

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 ¼ 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

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 16, 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 ¼ 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 2nd day of March, 2020.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

_____

PATRICK CHRISTOPHERSON, Clerk-Treasurer

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

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

February 27, 2020

Dear Interested Property Owner:

Enclosed please find a **Public Notice** concerning a Major Subdivision and Conditional Use Permit for a Planned Unit Development for the stable property located at 5685 Portland Avenue.

The Township is proposing to subdivide the property into eight buildable single family lots which requires approval of a major subdivision and a Conditional Use Permit for a Planned Unit Development

You will note that the Public Notice set the hearing for Monday, March 2nd @ 7:00 p.m., however, the hearing will be continued to March 16th at 7:00 p.m. @ Heritage Hall, 4200 Otter Lake Road, to allow for the required time for notification to all residents.

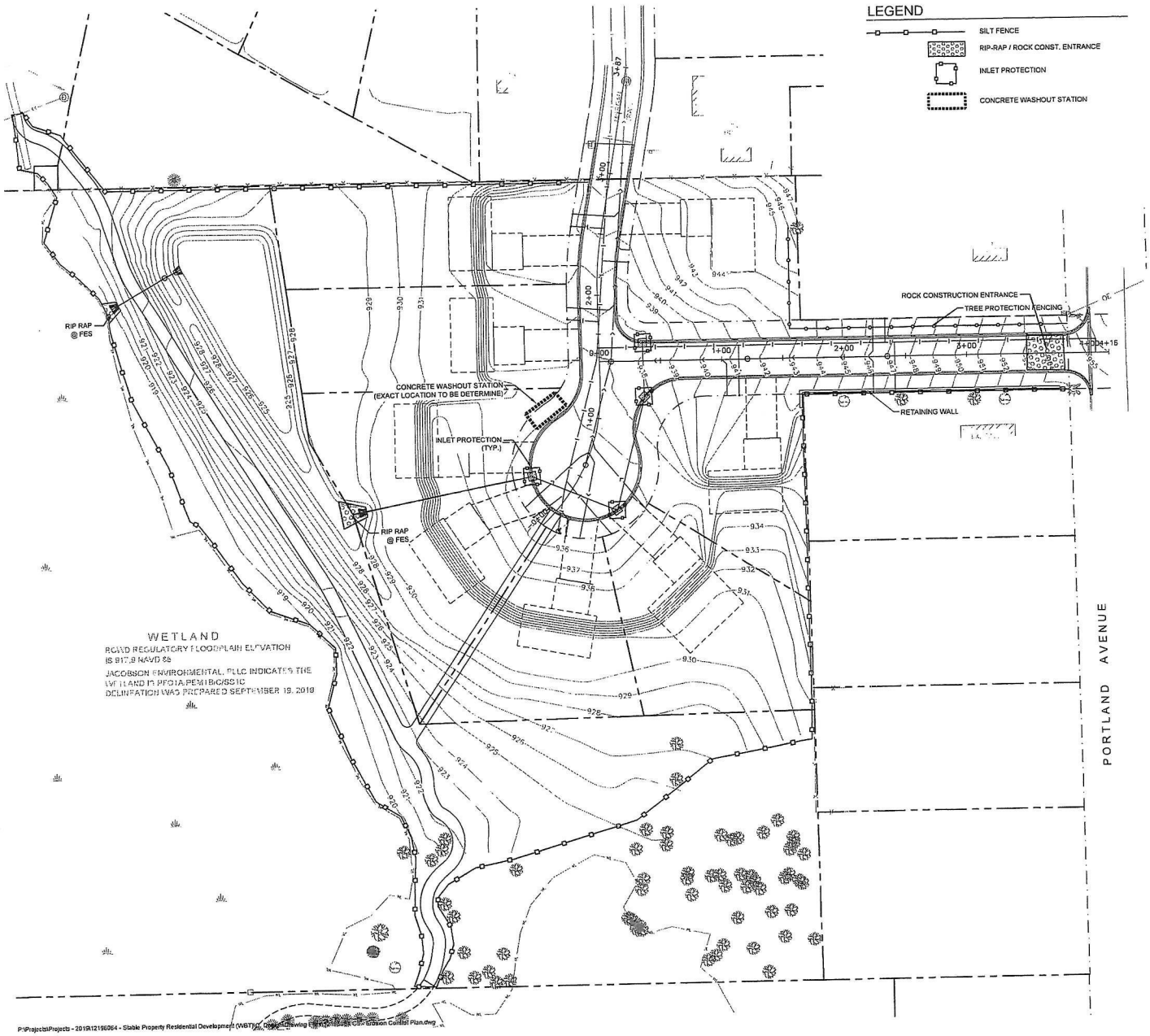
If you have any questions or concerns regarding this matter, please plan on attending the hearing or contact Tom Riedesel, Town Planner, @ 651.747.2761 or via email at tom.riedesel@whitebeartownship.org.

Sincerely,

Patti Walstad
Deputy Clerk

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

recycled paper



LEGEND

- SILT FENCE
- RIP-RAP / ROCK CONST. ENTRANCE
- INLET PROTECTION
- CONCRETE WASHOUT STATION

EROSION CONTROL NOTES

1. Owner and Contractor shall obtain MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
2. Install temporary erosion control measures (inlet protection, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
3. Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
4. All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
5. The toe of the silt fence shall be trenched in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
6. All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
7. All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
8. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.
9. Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
10. All riprap shall be installed with a filter material or soil separation fabric and comply with the Minnesota Department of Transportation Standard Specifications.
11. All storm sewers discharging into wetlands or water bodies shall outlet at or below the normal water level of the respective wetland or water body at an elevation where the downstream slope is 1 percent or flatter. The normal water level shall be the invert elevation of the outlet of the wetland or water body.
12. All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
13. In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
14. Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
15. All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or when sediment reaches 1/3 of the height of the fence. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
16. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
17. All soils tracked onto pavement shall be removed daily.
18. All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
19. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
20. Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
21. Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
22. External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
23. All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
24. Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
25. All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.
26. Contractor shall submit Notice of Termination for MPCA-NPDES permit within 30 days after Final Stabilization.

NORTH

0 20 40 80

PRELIMINARY PLAT NOT FOR CONSTRUCTION

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
651.481.9120 (f) 651.481.9201
www.larsonengr.com

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Client: WHITE BEAR TOWNSHIP
1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

Project Title: 2019 STABLE PROPERTY RESIDENTIAL DEVELOPMENT
WHITE BEAR TOWNSHIP MN

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

Matt Woodruff, P.E.

Date: 12.30.19 Lic. No.: 41895

Rev.	Date	Description

Project #: 12196064.000
Drawn By: MTH
Checked By: MJW
Issue Date 12.30.2019
Sheet Title
EROSION CONTROL PLAN

Sheet: C500

P:\Projects\Projects - 2019\12196064 - Stable Property Residential Development (WBT)\C Design\Drawing Files\Sheets\C500 Erosion Control Plan.dwg

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Pat: avery.com/patents

Parcel ID: 013022410014
DAVID L HASSINGER, TANYA PARAY
5675 PORTLAND AVE
SAINT PAUL MN 55110-5730

Parcel ID: 013022410049
KAREN LEE TILLMANN, RONALD DENN
5655 PORTLAND AVE
SAINT PAUL MN 55110-5730

Parcel ID: 013022410015
MICHAEL J MORANCEY
5665 PORTLAND AVE
WHITE BEAR TOWN MN 55110-5730

Parcel ID: 013022410028
BRANT B JOHNSON, TAMI M LAUMANN
5689 JENNI LN
WHITE BEAR TOWN MN 55110-5721

Parcel ID: 013022410027
MARY ANN LEUKUMA, RICHARD MANTHEY
5699 JENNI LANE
WHITE BEAR LAKE MN 55110-5721

Parcel ID: 013022410052
TANYA ROONEY, SCOTT MASTERTON
5688 PORTLAND AVE
WHITE BEAR TOWNSHIP MN 55110-5731

Parcel ID: 013022410026
MICHAEL D MASON, AIMEE M MASON
5705 JENNI LN
WHITE BEAR TOWN MN 55110-5742

Parcel ID: 013022410051
CHRISTOPHER G OLSON, STEPHANIE A OLSON
5670 PORTLAND AVE
WHITE BEAR LAKE MN 55110-5731

Parcel ID: 013022410038
MICHAEL A BAILEY, LUANN BAILEY
5695 PORTLAND AVE
WHITE BEAR LAKE MN 55110-5730

Parcel ID: 013022410020
DANNY T LABORE
5660 PORTLAND AVE
WHITE BEAR LAKE MN 55110-5731

Parcel ID: 013022410017
LAURIE CARLSON TRUSTEE, CRAIG CARLSON TRUSTEE
5712 PORTLAND AVE
SAINT PAUL MN 55110-5731

Parcel ID: 013022410018
TIMOTHY SMITH, BRENDA SMITH
5700 PORTLAND AVE
WHITE BEAR TOWNSHIP MN 55110-5731

Parcel ID: 013022410025
CHERYL A SMITH
5713 JENNI LN
WHITE BEAR TOWN MN 55110-5742

Parcel ID: 013022410029
TODD R SKAAR, LORI SKAAR
5683 JENNI LN
WHITE BEAR TOWN MN 55110-5721

Parcel ID: 013022410059
AMANDA VICKSTROM TR, BRYAN VICKSTROM TR
5717 PORTLAND AVE
WHITE BEAR LAKE MN 55110-5715

Parcel ID: 013022410061
JAMES L OERTER, PEGEEN M OERTER
5699 MORGAN TRL
WHITE BEAR TOWNSHIP MN 55110-6214

Parcel ID: 013022410062
SHANNON L SHEVOCK-JOHNSON, JESSICA J SHEVOCK-JOHNSON
5689 MORGAN TRL
WHITE BEAR TOWNSHIP MN 55110-6214

~~*Parcel ID: 013022420003*~~
~~**SCOTT A STODDARD, NANCI J STODDARD**~~
~~12240 185TH ST W~~
~~LAKEVILLE MN 55044-9456~~

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RESIDENT
2536 BORDER PINE COURT
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
2545 BORDER PINE COURT
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
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5699 MORGAN TRAIL
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5709 MORGAN TRAIL
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RESIDENT
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RESIDENT
5749 MORGAN TRAIL
WHITE BEAR TOWNSHIP MN 55110

AL TSCHIDA
BENSON AIRPORT
5860 HIGHWAY 61
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
2628 RICHARD DRIVE
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
2581 PARKVIEW COURT
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
2579 PARKVIEW COURT
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
2569 PARKVIEW COURT
WHITE BEAR TOWNSHIP MN 55110

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RESIDENT
2582 PARKVIEW COURT
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
2584 PARKVIEW COURT
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
5725 PORTLAND AVENUE
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
5645 PORTLAND AVENUE
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
5633 PORTLAND AVENUE
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
5631 PORTLAND AVENUE
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
5621 PORTLAND AVENUE
WHITE BEAR TOWNSHIP MN 55110

RESIDENT
5619 PORTLAND AVENUE
WHITE BEAR TOWNSHIP MN 55110

Town Board Meeting
March 2, 2020

Agenda Number: **8.A – New Business**

Town Engineer Item:

Subject: **Improvement 2020-2 – Water System Improvements:**

1. Receive Bids
2. Award Contract

Documentation: Town Engineer Correspondence

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

1) Receive All Bids Submitted.
2) Award the Contract for the Water System Improvements to the Lowest Responsible Bidder, Municipal Builders, Inc., for the Total Bid of $439,500.00 & Authorize TKDA to Perform Construction Observation of the Water System Improvements in an Amount not to Exceed $19,500.00

Noting Funding From the Water Fund

TKDA

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

February 27, 2020

Honorable Chairman and Town Board
1281 Hammond Road
White Bear Township, MN 55110

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

Dear Board Members:

Bids for the referenced project were received on February 26, 2020, at 1:30 PM with the following results. A complete Tabulation of Bids is enclosed for your information.

Contractor	Base Bid	Base Bid plus Alternate
Municipal Builders, Inc.	$421,000	$439,500
Engineer's Estimate	$398,900	$423,900

TKDA has been in discussions with the Contractor and Public Works staff on ways to reduce the project amount to match the Engineer's estimate. TKDA will work the Contractor to eliminate and potentially reduce items, such as eliminating the chlorine scale and reducing the level of effort related to the well development.

The bid also included a $25,000 engineer directed work allowance, for items that may come up during construction. At this time, TKDA and the Contractor do not anticipate needed that allowance. Based on this we feel the work can be completed for approximately $398,000.

TKDA placed calls to other contractors on the plan holder's list to determine why they did not place a bid. In general, current workload and lead time of materials was given as the reason. Of the three well drillers that expressed interest in the project, only Keys Well Drilling had capacity to meet the project schedule and chose to provide a cost to the general contractor.

This project is a necessity to improve the reliability and capacity of the Township's water supply. The project will also increase the Township's ability to provide water meeting state water quality requirements and guidelines.

Recommendation

1. Receive all bids submitted.
2. Award the contract for the Water System Improvements to the lowest responsible bidder, Municipal Builders, Inc., for the Total Bid of $439,500.
3. Authorize TKDA for construction observation of the Water System Improvements in an amount not to exceed $19,500.

Please do not hesitate to call me with any questions or comments.

Sincerely,

Jim Studenski, PE
Town Engineer

JES:DAN;ksb
Enclosure

cc: Patrick Christopherson, Town Clerk

TABULATION OF BIDS

WATER SYSTEM IMPROVEMENTS
WHITE BEAR TOWNSHIP, MINNESOTA
TOWN PROJECT NO. 2020-2
TKDA PROJECT NO. 17127.012

TKDA

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL AMOUNT	Municipal Builders, Inc. UNIT PRICE	Municipal Builders, Inc. TOTAL AMOUNT
1	ENGINEER DIRECTED ALLOWANCE	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
2	MOBILIZATION	1	LS	$ 19,000.00	$ 19,000.00	$ 21,000.00	$ 21,000.00
3	TRAFFIC CONTROL	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
4	EROSION CONTROL	1	LS	$ 2,500.00	$ 2,500.00	$ 1,840.00	$ 1,840.00
5	WELL 1 CHLORINE SCALE	1	EA	$ 8,200.00	$ 8,200.00	$ 11,240.00	$ 11,240.00
6	REMOVE BITUMINOUS (INCL. SAWCUT)	70	SY	$ 10.00	$ 700.00	$ 28.00	$ 1,960.00
7	CLEARING AND GRUBBING	1	LS	$ 5,000.00	$ 5,000.00	$ 2,140.00	$ 2,140.00
8	WELL 4 DEMOLITION	1	LS	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00
9	PAINT HYDRANT	1	EA	$ 300.00	$ 300.00	$ 250.00	$ 250.00
10	BITUMINOUS	50	SY	$ 75.00	$ 3,750.00	$ 132.00	$ 6,600.00
11	3/4" WATER SERVICE PIPE	55	LF	$ 30.00	$ 1,650.00	$ 31.09	$ 1,709.95
12	HYDRANT, LEAD, GATE VALVE, AND BOX	1	EA	$ 6,500.00	$ 6,500.00	$ 10,240.00	$ 10,240.00
13	10" CLASS 52 DIP WATERMAIN	110	LF	$ 70.00	$ 7,700.00	$ 78.00	$ 8,580.00
14	MJ DUCTILE IRON COMPACT FITTINGS	400	LB	$ 10.00	$ 4,000.00	$ 6.30	$ 2,520.00
15	CONNECT TO EX. WATERMAIN	1	EA	$ 8,000.00	$ 8,000.00	$ 5,400.00	$ 5,400.00
16	TAPPING SLEEVE & VALVE	1	EA	$ 2,500.00	$ 2,500.00	$ 6,050.00	$ 6,050.00
17	PIPE INSULATION	1	LS	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00
18	10" BUTTERFLY VALVE	1	EA	$ 1,200.00	$ 1,200.00	$ 4,000.00	$ 4,000.00
19	10" MAGNETIC FLOW METER	1	EA	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00
20	10" CHECK VALVE	1	EA	$ 2,500.00	$ 2,500.00	$ 8,000.00	$ 8,000.00
21	10" TEE AND 2" AIR RELEASE VALVE	1	EA	$ 1,500.00	$ 1,500.00	$ 4,500.00	$ 4,500.00
22	10"X8"X10" REDUCING TEE	1	EA	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00
23	10" FLANGED DIP WATERMAIN	15	LF	$ 50.00	$ 750.00	$ 1,300.00	$ 19,500.00
24	REMOVE EXISTING DOWNHOLE EQUIPMENT AND MOTOR	1	LS	$ 2,500.00	$ 2,500.00	$ 3,800.00	$ 3,800.00
25	TELEVISE WELL	2	EA	$ 1,700.00	$ 3,400.00	$ 1,750.00	$ 3,500.00
26	FURNISH DEVELOPING EQUIPMENT	1	LS	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00
27	REMOVE FILL FROM WELL	50	CY	$ 100.00	$ 5,000.00	$ 350.00	$ 17,500.00
28	OPERATE DEVELOPING EQUIPMENT	40	HR	$ 650.00	$ 26,000.00	$ 350.00	$ 14,000.00
29	FURNISH TEST PUMPING EQUIPMENT	1	LS	$ 6,000.00	$ 6,000.00	$ 3,000.00	$ 3,000.00
30	INSTALL AND REMOVE TEST PUMPING EQUIPMENT	1	EA	$ 3,000.00	$ 3,000.00	$ 9,000.00	$ 9,000.00
31	OPERATE TEST PUMPING EQUIPMENT	12	HR	$ 250.00	$ 3,000.00	$ 250.00	$ 3,000.00
32	FURNISH PUMP BOWL ASSEMBLY	1	EA	$ 20,000.00	$ 20,000.00	$ 9,000.00	$ 9,000.00
33	FURNISH MOTOR	1	EA	$ 15,000.00	$ 15,000.00	$ 7,100.00	$ 7,100.00
34	FURNISH AND INSTALL 10-INCH SUCTION INLET ASSEMBLY	1	EA	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00
35	FURNISH DISCHARGE HEAD W/ 10-INCH DISCHARGE	1	EA	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
36	INSTALL PUMP BOWL ASSEMBLY, DISCHARGE HEAD, AND MOTOR	1	EA	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
37	FURNISH AND INSTALL 10-INCH DISCHARGE COLUMN AND LINESHAFT	180	LF	$ 150.00	$ 27,000.00	$ 120.00	$ 21,600.00
38	WELL DISINFECTION	1	EA	$ 2,500.00	$ 2,500.00	$ 250.00	$ 250.00
39	INSTALL WATER LEVEL INDICATOR	1	EA	$ 2,500.00	$ 2,500.00	$ 250.00	$ 250.00
40	6-INCH CONCRETE PEDESTRIAN RAMP	1	EA	$ 2,500.00	$ 2,500.00	$ 4,680.00	$ 4,680.00
41	WELL 4 SITE RESTORATION	1	LS	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00
42	FURNISH AND INSTALL TANKLESS WATER HEATER	3	EA	$ 5,000.00	$ 15,000.00	$ 9,900.00	$ 29,700.00
43	WELL 4 BUILDING ADDITION	1	LS	$ 15,000.00	$ 15,000.00	$ 9,700.00	$ 9,700.00
44	WELL 4 BASE BID	1	LS	$ 75,000.00	$ 75,000.00	$ 55,180.05	$ 55,180.05
45	WELL 5 FURNISH AND INSTALL PRESSURE TRANSMITTERS	5	EA	$ 2,500.00	$ 12,500.00	$ 3,860.00	$ 19,300.00
46	WELL 5 POND LEVEL SENSOR	1	EA	$ 15,250.00	$ 15,250.00	$ 9,510.00	$ 9,510.00
TOTAL BID					**$ 398,900.00**		**$ 421,000.00**
BID ALTERNATE							
47	WELL 4 VFD	1	EA	$ 25,000.00	$ 25,000.00	$ 18,500.00	$ 18,500.00
TOTAL (BASE BID + BID ALTERNATE)					**$ 423,900.00**		**$ 439,500.00**

Town Board Meeting
March 2, 2020

Agenda Number: **8.B – New Business**

Town Clerk Item:

Subject: **LGA** – Status Update

Documentation: None

Action / Motion for Consideration:

Report at Meeting / Discuss

Town Board Meeting
March 2, 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