



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

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

AGENDA TOWN BOARD MEETING APRIL 6, 2020

1. **8:00 a.m.** Call to Order at Township Administrative Offices, 1281 Hammond Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of March 16, 2020 and March 25, 2020 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Gardening Proposal** – Approve Proposal # 1 & # 2 for Gardening Services by Bonita Byers, Horticulturalist.
 - B. **Bruce Vento Trail** – Approve Letter of Support.
 - C. **ICWC Contract** – Approve 2 Year Contract.
 - D. **Deer Hunt** – Approve Ramsey County’s Cooperative Deer Management Implementation Program for 2020.
 - E. **Right-of-Way Permit** - Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Relocate a Wood Power Pole at 2630 South Shore Boulevard In Regards to the Proposed Street Project.
 - F. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Install a New Electrical Service to a Newly constructed House Location at 1544 Hammond Road.
 - G. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Wood Power Poles with the Same Type of Wood Pole to Service the Residential Area of East Street Due to Condition & Age.

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- H. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Overhead Electrical Power Lines at 1544, 1555 & 1563 Hammond Road.
- I. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Wood Power Poles with the Same Type of Wood Pole to Service the Residential Area of Overlake Road, Park Easements & Hugo Road Due to Condition & Age.
- J. **Right-of-Way Permit** - Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace a Wood Pole With a New Wood Pole to An existing Line Due to Condition & Age in the Area of 2471 Taylor Avenue, Permit Includes Five Other Poles Along Hugo Road & in Backyards Will Also be Replaced.
- K. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace a Wood Pole With the Same Type of Wood Pole to an Existing Line Due to Condition on Silver Fox Road & Another Pole in a Backyard Will Also be Replaced.
- L. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Three Wood Poles with the Same Type of Wood Poles Due to Condition & Age on Ridgewood Avenue & Williams Avenue & Seven Other Poles Along Hugo Road & in Backyards Will Also be Replaced.
- M. **Right-of-Way Permit**- Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Five Wood Poles With the Same Type of New Wood Poles to an Existing Line Due to Condition & Age in the Park Avenue & East County Line & Two Other Poles in Backyards Will Also be Replaced.

6. **Old Business:**

- A. **Emergency Management Team Report:**
 - 1. Ramsey County COVID 19 Incident Management.
 - 2. Contract Group Update.
 - 3. Attorney Update.

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4. Operations Logistics/Administrative Offices/Public Works – Revise Declaration of Emergency.
5. Adopt Resolution Revising Checking Signing Designation.
- B. **Clear Channel Billboard Lease Agreements** - Approve.

7. **Public Hearing:**

- A. **SMC, 5800 & 5858 Centerville Road – Continue Continuation of Hearing** – Wetland Permit to Allow Filling & Mitigation.

8. **New Business:**

Town Planner Items:

- A. **8:30 a.m. - Hockey Day Minnesota** – Telephone Overview.
- B. **Rush Line Corridor** – Adopt Resolution of Support.
- C. **Polar Lakes Park Restroom RFB** – Approve.
- D. **SMC, 5800/5858 Centerville Road** – Approve Operation & Maintenance Agreement for Stormwater Facilities.

Public Works Director Item:

- E. **2020 Crack Sealing Project:**
 1. Receive Quotes.
 2. Award Quote.
- F. **Hydrant Painting:**
 1. Receive Quotes.
 2. Approve Quote.
- G. **Memorandum of Agreement Regarding Treatment for Invasive Plants** – Approve.

Town Engineer Items.

- H. **East Bald Eagle Boulevard Watermain Replacement:**
 1. Receive Quote.
 2. Reject Quote & Delay Project at This Time.
- I. **Bald Eagle Lake Outfall Improvements:**
 1. Receive Quotes.
 2. Award Quote.
- J. **Deer Meadow Park Drainage Swale Improvements:**

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1. Approve the Drainage Swale Improvements.
 2. Authorize TKDA to Prepare Plans & Specifications.
- K. **GIS & Asset Management – 2020** - Authorize Step 4.

General Business:

- L. **Republic Services COVID-19 News Release** – Receive.
- M. **Finance Department Procedures** – Adopt New Procedures During COVID-19.

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

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Town Board Meeting April 6, 2020

Agenda Number: 1 - 2 - 3 - 4

Subject: Call to Order – 8:00 a.m.
Township Administrative Offices
1281 Hammond Road

Approval of April 6, 2020 Agenda
Approval of Payment of Bills
Approval of Minutes of March 16, 2020 & Special Town
Board Meeting of March 25, 2020

Documentation: April 6, 2020 Agenda
March 16, 2020 & Special March 25, 2020 Minutes

Action / Motion for Consideration:

Call meeting to order:	8:00 a.m.
Approval of Agenda:	April 6, 2020 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	March 16, 2020 & Special March 25, 2020 Meeting

**MINUTES
TOWN BOARD MEETING
MARCH 16, 2020**

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

Present: Commissioners: Prudhon, Ruzek, McCune; Assistant Treasurer: Christopherson; Attorney: Lemmons; Engineer: Poppler; Public Works Director: Reed; Town Planner: Riedesel

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted with the addition of 9A) Town of White Bear Proclamation and Declaration of Emergency. McCune seconded. Ayes all.

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

APPROVAL OF MINUTES OF MARCH 2, 2020 (Additions/Deletions): Ruzek moved to approve the minutes of March 2, 2020. McCune seconded. Ayes all.

CONSENT AGENDA: McCune moved to approve the consent agenda as follows: 5A) I-35E / County Road J Interchange Improvements – Approve letter of support; 5B) 1. DNR Grant – Support the application for DNR grant funding; 2. Columbia Park – Accept TKDA's parking lot proposal; 5C) DNR Outdoor Recreation Grant – Based on staff review & recommendation adopt resolution approving submission of an application for the DNR Outdoor Recreation Grant Program; 5D) Street Light Installation – Normandy Court – Based on staff review & recommendation approve installation of a traditional style light using the pre-pay option of \$4,664.99; 5E) Construction Activity Report – Receive. Ruzek seconded. Ayes all.

STABLE PROPERTY, 5685 PORTLAND AVENUE – REQUEST FOR A MAJOR SUBDIVISION & CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT & USE EASEMENT: Ruzek moved to note property publication of the hearing notice in the newspaper & waive reading of notice. McCune seconded. Ayes all. Ruzek moved to open the public hearing. McCune seconded. Ayes all.

The Town Planner showed an aerial view of the property and reported that the Town has looked at a number of proposals over the years with multiple different arrangements. The current proposed plat is 8 single family homes. Since the property is low, 25,000 to 30,000 yards of fill will have to be brought in. Town staff wants to sell for development. This agenda item has been reviewed by the Planning Commission and it was recommended for Board approval.

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

Resident Jane Harper, 2961 Parkview Court, was present to inquire of when the trail will be constructed. Neighbors are eager to use the trail. The Town Planner explained that the trail has shifted a bit due to the wetland delineation. The Town could complete in 2 phases and have the second half mowed down so neighbors could use it, though that would be more costly.

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MARCH 16, 2020**

Ralph Parsons, 2576 Parkview Court, was present to discuss 3 issues and represent his neighbors. The first was simply the support of the trail and eagerness for it to open. The second was request to have trees put between the 2 developments and between the trail and the development, just for privacy and to break up the view. The third was to address the concern with traffic on Portland Avenue, wondering if the speed could be reduced. The Board appreciated the support for the trail and made note of where the residents requested the trees. In regards to Portland, staff noted that Portland Ave is a county road and so there isn't much the Township can do.

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

It was the consensus that the rest of the public hearing, any motions regarding the subdivision or use easement should take place after the April EDAB meeting.

Ruzek moved to table this matter for a future date after the April EDAB meeting or further out. McCune seconded. Ayes all.

DAN LABORE, 5660 PORTLAND AVENUE – MINOR SUBDIVISION REQUEST: The Town Planner reported that LaBore's property on Portland Avenue is 67,000 square feet and he has requested a minor subdivision. The Planning Commission reviewed the agenda item and LaBore was present to answer any questions for the Commission. There were no concerns with it other than the Commission wanted there to be a recommendation for the driveway to include a bit of a turnaround area so the future owners don't have to back out onto Portland.

There was some discussion of a traffic study on Portland. The Public Works Director noted that the county would have it, but it was most likely done a couple years ago. At that time it did not warrant a slower speed than what it is at currently: 40 miles per hour. The Town Planner showed a traffic counts map where Portland Avenue sees 3900 trips per day. It was noted that Town staff will bring it up to Ramsey County.

Ruzek moved based on Planning Commission & staff review & recommendation approve the minor subdivision of the property at 5660 Portland Avenue along with the recommendations of: 1) the one-time park dedication fee; 2) payment of the utility connection fee for the vacant lot; 3) a driveway permit must be issued by Ramsey County in order for the new lot to access Portland Avenue; 4) payment of SAC, WAC and local SAC fees at the time a building permit is issued. McCune seconded. Ayes all.

CUB FOODS, 1059 MEADOWLANDS DRIVE – REQUEST FOR RENEWAL OF A PERMITTED USE STANDARDS PERMIT TO ALLOW A TEMPORARY GREENHOUSE: The Town Planner reported that Cub Foods has done this for 6 years. The first permit was approved in 2014 for 1 year, and after that the Board approved a 5 year permit since there were no problems or complaints. The greenhouse eliminates 28 parking stalls, but in the past there have been no issues with parking. The Planning Commission reviewed this agenda item and recommended approval as requested. The fire department reviewed it as well, and there were no concerns.

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There was some discussion in light of recent events with the spread of COVID-19 whether or not Cub Foods was planning on doing the greenhouse this year. If they don't, it was noted the Board may as well wait to approve until next year to save them a year from waste. The Town Clerk noted that the Board can always vote on it and add an amendment in the future.

Ruzek moved based on Planning Commission & staff review & recommendation to approve the Permitted Use Standards permit for Cub Foods, 1059 Meadowlands Drive from mid-April through the end of June or 10 weeks in duration for a maximum of 5 years through June 20, 2025. McCune seconded. Ayes all.

BOARD OF WATER COMMISSIONS OF THE CITY OF SAINT PAUL AGREEMENT FOR SERVICES – APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR WATERMAIN REPAIR

SERVICES: The Public Works Director reported of the change in the agreement and so he wanted to make an amendment to reflect that change. There was discussion on what exactly will change. It was noted that if the city of Saint Paul cannot get out within 4 hours of the Town's request, the Township can get a different contractor. It was noted that the Town Attorney will review the agreement. The Board of Water Commissioners has performed most of the watermain repairs since the agreement was signed, but if they are unavailable to perform the repair, Public Works staff will hire outside contractors to complete the repair.

Ruzek moved based on staff review & recommendation to approve the Amendment No. 1 agreement for services between White Bear Township & Board of Water Commissioners of the City of Saint Paul, subject to Town Attorney review. McCune seconded. Ayes all.

Ruzek moved based on staff review & recommendation to approve resolution approving the agreement. McCune seconded. Ayes all.

Ruzek moved based on staff review & recommendation to authorize execution by the Town Board Chair, Town Attorney & Town Clerk of the agreement between White Bear Township and the Board of Water Commissioners of the City of Saint Paul. McCune seconded. Ayes all.

ASPHALT PATCH TRAILER REPLACEMENT: 1 RECEIVE QUOTES – 2 APPROVE

PURCHASE: The Public Works Director reported that the Public Works Department is recommending replacement of the 2011 STEPP Manufacturing (MFG) asphalt patch trailer. The proposed replacement trailer from STEPP MFG would be \$68,078.00. There was a question of trading the older truck in and it was noted that a \$3000 credit would be applied for the truck, but staff believes the truck is worth more. The Capital Equipment Fund has allotted \$70,000.00 for purchase of the replacement.

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

Based on staff review & recommendation McCune moved to approve purchase of an asphalt patch trailer from STEPP MFG in the amount of \$68,078.00 with funding from the Capital Equipment Fund. Ruzek seconded. Ayes all.

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2020 SEALCOAT PROJECT: 1 RECEIVE BIDS – 2 AWARD CONTRACT: The Public Works Director reported that the 2020 sealcoat project maps are included in the packet. This is routine maintenance, done yearly, to prolong the life of the Town's streets. The Town received 4 bids, 3 with the specified product that the Town uses. There was discussion on the alternative product, whether it is effective or not. The lowest bidder with the specified product is Allied Blacktopping Company, Inc. for \$110,537.82, while Fahrner Asphalt, Inc. with the alternate product bid \$85,525.00. Due to the difference in pricing, the Public Works Director noted that he would do some research on the product Fahrner Asphalt, Inc.) uses in order to determine if the Township should award their bid. Until then, the Board should approve the next lowest bidder.

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

Based on staff review & recommendation McCune moved to award sealcoat contract to Allied Blacktop Company in the amount of \$110,537.82 with funding from the Improvement Fund 505.

STATE OF MINNESOTA PUBLIC WORKS MUTUAL AID PACT: 1 APPROVE PARTICIPATION IN PROGRAM – 2 APPROVE PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT – 3 APPROVE EQUIPMENT LOAN AGREEMENT: The Public Works Director reported that this State of Minnesota Public Works Mutual Aid Pact is basically a utilities pact that if staff needs anything contracted out, staff can look to this pact for aid first. There is no cost to joining, no membership fee of any kind. Simply, if staff opt to have a service performed by another member of this pact, then a cost will be required. If staff doesn't need anything there is no fee imposed. As a member, Town staff can also respond to requests and the Township would receive some funds. The Town Attorney has looked over the contract and he noted it acceptable. There was some discussion of whether the Town should be more involved in local groups verses this group that spans the entire state. It was the consensus that the Town should try it out, especially since there is no cost.

Ruzek moved based on staff review & recommendation to approve participation in the program. McCune seconded. Ayes all.

Ruzek moved based on staff review & recommendation to approve the Public Works Joint Powers Mutual Aid Agreement. McCune seconded. Ayes all.

Ruzek moved based on staff review & recommendation to approve Equipment Loan Agreement. McCune seconded. Ayes all. It was noted that staff will look into the insurance side of the equipment loan agreement.

TANDEM AXLE DUMP TRUCK: 1 RECEIVE QUOTES – 2 APPROVE PURCHASE: The Public Works Director brought this agenda item up to the Board at the February Executive Town Board meeting during the Public Works Report. Routinely the Town aims for the lowest, but responsible, bid when contracting out or buying materials. The Public Works Department is recommending replacement the 2005 single rear axle Sterling for \$300,000.00, noted in the Capital Improvement Plan. The lowest bid is for the Western Star from Boyer Ford Trucks Inc. at \$119,651.14. Staff is recommending purchase of a Mack truck from Nuss Truck & Equipment

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for the following reasons: 1. The electrical wiring is direct wired vs. a simplex wired system. Reed explained that staff has experienced difficulty in maintaining vehicles with this wiring systems and would prefer the direct wired chassis. 2. The resale or trade in value for the Mack truck is higher than the other truck manufacturers to construction market. This means down the road, the truck would be worth more when it comes time to trade it in again. 3. The purchase allows more continuity for operators by purchasing another truck that mirrors the Mack purchased in 2016 in regards to controls. 4. The specifications for the new Mack are the same as the one purchased in 2016, allowing for a lower inventory of routine maintenance parts.

There was some discussion of the anti-icing verses deicing methods. The Public Works Director noted that staff would keep truck #49 as staff phases out older trucks since there are no issues with it. It was also noted that it may take 1 year to get everything all set (body, snow removal equipment, adding brine, etc.)

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

Based on staff review & recommendation McCune moved to approve purchase of the tandem axle truck chassis, dump body, snowplow, underbody plow, wing, pre-wet equipment & sander from the various venders in the amount of \$250,271.00 with funding from the Capital Equipment Fund. Ruzek seconded. Ayes all.

IMPROVEMENT 2020-1: 1 APPROVE PLANS & SPECIFICATIONS – 2 ORDER ADVERTISEMENT FOR BIDS: The Town Engineer reported that the Board has seen this process multiple times. The 2020 street improvement project includes streets in the Lakewood Avenue (County Road F East to South Shore Boulevard), Ralph Street, Arbor Drive, Hillaire Road, Summit Lane, Forest Court, Glen Oaks Avenue, and Homewood Avenue (Arbor Drive to South Shore Boulevard).

The Town Engineers, staff, and Rice Creek Watershed District were all present at the neighborhood meeting on February 6th. There was a good turnout. Questions were answered and one-on-one scenarios were discussed. Approving the plans and specifications and ordering bid are the next two steps. In light of recent events, there was some discussion on whether bids would come in. It was noted that the best approach would be to see what does come in. From there, if the Board wants to send it back out for bid, it can. This can jeopardize getting it done this year, but there is always that option. There will be more discussion at the second meeting in April or the first meeting in May.

Ruzek moved based on Town Engineer review & recommendation to adopt resolution approving plans & specifications for Improvement 2020-1. McCune seconded. Ayes all.

Ruzek moved based on Town Engineer review & recommendation to adopt resolution ordering advertisement for bids for Improvement 2020-1, noting a 10:00 a.m. April 15th bid opening date. McCune seconded. Ayes all.

STABLE PROPERTY – TRAIL EXTENSION PROPOSAL: The Town Engineer reported that in conjunction with the development, the trail will need to be provided. As noted earlier, residents

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are excited for it. The goal is review the connection of the trail to Deer Meadow Mark, going around the pond that will be placed, and connect up (north). It was noted that the sediment accumulated will be removed. TKDA would like to take ownership and do the work, and so the next step is to authorize Town Engineers to prepare plans and specification.

Ruzek moved based on staff review & recommendation to authorize TKDA to prepare plans & specifications for a total amount not to exceed \$17,500.00 for work relating to the Deer Meadow Park Trail Improvements & Stormwater Pond Maintenance. McCune seconded. Ayes all.

CLEAR CHANNEL BILLBOARD LEASE AGREEMENTS – APPROVE: The Town Clerk summarized the approval of the Clear Channel Billboard Lease Agreement voted and agreed upon for the sign update 2 meetings ago. Since there was an ordinance change, the agreement in the packet is the updated agreement. The Town Attorney reviewed it. There was some discussion over the price decreasing for the static board. (\$80,000 per year for the digital board and \$30,000 per year for the static board. The cost used to be \$50,000 even for both. So the annual difference for the first year is only \$10,000, but with the annual accelerator, it will become much larger payments over time). The Town Clerk noted that due to the annual accelerator of 2% for the digital billboard, it is a good deal.

There was some discussion of having a discussion with Clear Channel, or whether the Township should just take this offer, their first offer. It was also discussed that Clear Channel has been a partner for over 20 years, and has poured into the Polar Lakes Park Fund through the billboard lease. There was also discussion of maybe requesting review from the few other companies who may be interested to see if they would be interested at a higher rate. In theory, if these companies would be interested at a higher rate, Clear Channel should be interested at a higher rate. It was the consensus that staff will make some calls and that the Board can table the discussion until the next meeting.

Ruzek moved to table the discussion until the next meeting, until after staff talks to other billboard leasing companies and see what interest there is in our spots. McCune seconded. Ayes all.

ADDED AGENDA ITEMS: Coronavirus (COVID-19) discussion: There was a handout of the Town of White Bear Proclamation and Declaration of Emergency. This declaration was read through before the meeting and discussed during this time. The Town Clerk reported that the Township offices are closed to the public, with a statement confirming this online. Staff is available by phone and email. There was some discussion on other ways regular office life has changed for Township staff. More information will be given to residents as information comes in from the county and state. The majority of state and county offices are closed and staff are working remotely. Township staff suggest cancelling all meetings at least until the end of the month. Nothing on the agendas are timely and need discussion right away. After that staff will reassess the situation as time goes on.

There was discussion on whether or not live meetings had to take place. It was noted that emergency meetings don't need to be publicized. Special meetings can also be called, and then be cancelled at the last minute if need be. It was the consensus that Town staff will go through the procedures as best as possible and then make decisions. Meetings can also be conducted

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MARCH 16, 2020**

by telephone. There was discussion on what this will require if voting is necessary. It was also noted that the Town does not have to adopt the proclamation and declaration in order to cancel meetings due to the emergency at hand.

Town staff just want to show good faith. There was discussion of the unique municipality role the Township is in, the state statute states a mayor has a role, the Township also doesn't have license buildings to close or regulate during this time.

It was noted that a team should be created and stated for the Emergency Managers of White Bear. The Board also wants to call a special meeting toward the end of March to reassess the situation. It was noted that the special Town Board Meeting scheduled for the 31st of March to meet at the open house for the trail has been postponed until at least May. The special meeting was said to have the Town Attorney, Public Works Director, Town Clerk, and Town Board Chair present at the Town Offices, and the Town Board Supervisors present by conference call.

Ruzek motioned to call a special meeting of the Town Board and the Emergency Management Team at 8 a.m. on Wednesday, March 25, 2020 at the Town Offices Conference Room on Hammond Road. McCune seconded. Ayes all.

Ruzek motioned to accept the Town of White Bear Proclamation and Declaration of Emergency with the Attorney's corrections. McCune seconded. Ayes all.

Ruzek moved to appoint the Public Works Director, the Town Clerk, the Town Board Chair, and the Town Attorney as the team of emergency managers for the Town of White Bear. McCune seconded. Ayes all.

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 8:57 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Recording Secretary

Approved as Official Meeting Minutes

Town Board Chair

Date

**MINUTES
SPECIAL TOWN BOARD MEETING
MARCH 25, 2020**

The meeting was called to order at 8:00 a.m.

Present: Commissioners: Prudhon, Ruzek, McCune; Assistant Treasurer: Christopherson;
Attorney: Lemmons; Public Works Director: Reed; Town Finance Officer: Kelly

The meeting was held at the Town Office Conference Room, present there were the Town Finance Officer, Town Attorney, Town Clerk, Town Board Chair and the Public Works Director (via phone conference in office), as the team of emergency managers for the Town of White Bear. Supervisors McCune and Ruzek were present via telephone conference. The motions, seconds, and votes were stated by roll call as directed.

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda as submitted. McCune seconded. Ayes all.

APPROVAL OF PAYMENT OF BILLS: Ruzek moved to approve payment of bills, conditioned upon Ruzek seeing, approving, and signing the bills in person later today. McCune seconded. Ayes all.

EMERGENCY MANAGEMENT TEAM REPORT: the Town Clerk reported that a packet was received from Ramsey County of how they are addressing the coronavirus. There was going to be a meeting with the Emergency Management Team from Ramsey County, but it was postponed in lieu of the Governor's address. It will be rescheduled for Monday the 30th. There isn't a whole lot more to report. There was a question of the Township staff's supply off personal protective equipment. Staff assured the Board that there is a minimal supply for staff, unfortunately not enough to donate to medical professionals who are on the front line.

CONTRACT GROUP – UPDATE: The Town Clerk reported that he went to the sheriff's contract group meeting on Thursday the 19th. Every municipality in the contract group is closed. Hugo is limiting walk up traffic; still open with limited staff. Everyone is closed until May 15th. City by city may be doing the remote work. Three municipalities are closed period, except Public Works staff. The Town Clerk wants to talk about how Board would like the Town to move forward.

The majority of Township staff have the ability to work remotely. The Clerk would like staff to work remotely through April 3rd and re-evaluate on the 6th, the next scheduled Town Board meeting, though he still thinks the Town should be closed through the 3rd. After that, since the Township is a small outfit, some staff could work in the building but restrict public access. Everything changes on a day-to-day basis.

There was discussion of how The Board should handle the April 6th meeting. It was decided that upon declaration of a pandemic, the procedure is straight forward: the Town Clerk, Town Attorney, and 1 Board member must be present, the others can call in via telephone. The members must be able to hear and speak via telephone. The notice has to be given and it was decided that the location will be moved to the Town Offices at 8 a.m. on Monday, April 6th. This was decided upon after discussion of video conferencing and the statutes that restrict that due to restricted public access during this isolating period. It was noted that McCune and Ruzek will be

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present, while Prudhon will telephone in. It was noted that video isn't required: the Town Board meetings are recorded as a service to the residents. Official minutes are all that is required.

There was discussion of the one other concern that trouble staff. Staff is concerned about residents paying bills. There was discussion of collecting the payments and placing them in a lock box for 4 to 5 days to ensure safe handling of materials. There was discussion of logistics of how staff will handle this because staff do not process payments in their home, they process at the Town Offices. It was noted that the staff member opening the mail will use protective equipment such as masks and gloves. Town staff will also put a note on the drop box that reads: do not leave cash. Between now and the 6th of April, staff will also put together a separation of duties in terms of payments coming in for the Town Board to approve the recommendation.

There was some discussion on any potential auditing and it was noted that they would understand in this unprecedented time. It was also noted that staff will contact all vendors and have them send all invoices electronically for staff to sign off on to further ensure safety. Staff will document all measures taken in case there are any questions at a later date.

ATTORNEY UPDATE: The Town Attorney reported on the **DNR Groundwater Management Update:** North Oaks Company reached out wanting to know when Town staff will know more about the water supply. The Minnesota Supreme Court should have a ruling in the next 2 weeks. But then there is still the administrative hearing with the DNR. Those hearings have been put on hold until after the Supreme Court Ruling. The Town Attorney suspects to have an update by the May Executive Board meeting. There was discussion of the newspaper article detailing the North Oaks Company proposal.

There was a question on the Portland property ruling and the appellate court that Stoddard's are going to get attorney fees. The Town Attorney noted that they have 30 days to see if they are going to appeal to the Supreme Court, first they have to file a petition and Town has opportunity to file a response to that petition. Unless the Supreme Court approves the petition then the process is dead and they will have to state the significance and that it hasn't been dealt with before. It is a rare and unpublished decision not seen it being taken by the Supreme Court.

FLOW MONITORING: The Public Works Director reported that flow monitoring is something that has been on the Town's radar to do for a while. Contractor SEH's background is working with MNX the other company we used to use. SEH is offering a full service so now they do the installation, monitoring and everything. Gave a quote of \$11,640.00 and the contractor ADF Environmental Services' quote is \$17,530.00. What both quotes entail is a 1-month flow monitoring period for 5 flow meters for 5 different locations. Two of the flow meters will be in the city of North Oaks, 2 will be in the Township, and 1 will be the North Oaks Company portion. Three are right along Centerville Road (the 1 for North oaks Company and the 2 for the Township), the other 2 are within the city of North Oaks. There was a question of the flow monitoring having anything to do with the sewer. It was noted that the flow monitoring covers all flow of water used, including sewer. It was also noted that Township staff will ensure that all moving parts, all parties, are on the same page. The Town Attorney will review the Joint Powers Agreement to ensure that this is agreed upon by North Oaks. Staff will ensure the communication, and include something in writing.

**MINUTES
SPECIAL TOWN BOARD MEETING
MARCH 25, 2020**

Next step is to have the Board approve, once the JPA is confirmed agreed for flow monitoring from the Town Attorney. It was noted that the Board should accept bid now and award the contract subsequent to confirming the JPA. There was some discussion on the state of the self-isolation skewing any data confirmed during the flow monitoring. It was noted that the purpose is to see if North Oaks has reached capacity for their flow and sewer in order to determine if they should be able to purchase more capacity in the sewer line. This flow monitoring would answer that question. There was also discussion of the next time the Town should do this. The situation with GHD Whirlpool Reynolds was brought up and the Town staff wants to make sure this type of thing never happens again.

Ruzek moved to receive the 2 bids for ADF Environmental Services, \$17,540, and the SEH, \$11,640. McCune seconded. Ayes all.

Ruzek moved to award the contract of the 2020 Flow Monitoring quote of \$11,640 from SEH, contingent on the review and approval of the Joint Powers Agreement between the parties. McCune seconded. Ayes all.

ADDED AGENDA ITEMS: The Town Finance Officer wanted to confirm with the Town Clerk and Town Board that the utility bills should still reach residents as usual on April 10th, normal due date 10th, after that a 10% late fee. Staff could do no penalty or change due date to 60 days. The latter option the Town Clerk and staff had discussed. This would be a 1-time scenario.

Ruzek motioned to accept the 60-day no penalty in light of the state and federal government moving deadlines back also in light of the COVID-19 situation, for this quarter only. McCune seconded. Ayes all.

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 9:14 a.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Recording Secretary

Approved as Official Meeting Minutes

Town Board Chair

Date



**Town Board Meeting
April 6, 2020**

Agenda Number: 5A – Consent Agenda

Subject: Gardening Proposal – Approve Proposal # 1 & # 2 for Gardening Services by Bonita Byers, Horticulturalist

Documentation: Staff Memo / Proposal

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation:

Approve Proposal # 1 in the Amount of \$2,700 for the Flagpole Garden With Funding From the Park Maintenance Budget of the General Fund

Approve Proposal # 2 in the Amount of \$1,800 for the Public Works & Administrative Buildings from the Town Building Budget of the General Fund

MEMORANDUM

TO: TOWN BOARD
FROM: TOM RIEDESEL
DATE: MARCH 26, 2020

SUBJECT: PLANTING PROPOSAL

As you are aware, the Township contracted with Bonita Byers in 2019 to plant and maintain the plantings around the Polar Lakes Park flagpole.

Bonita would like to continue to maintain the plantings in 2020, and she would also like to maintain the plantings around the Township Admin office and Public Works buildings, and has submitted a proposal.

It is staff's recommendation to approve both proposals (#1 and #2) for the planting/growing season 2020 which extends from approximately April to October.

TR/psw
cc:bonita20

*Bonita Byers
Horticulturalist
5392 Bald Eagle Blvd E
White Bear Township, MN 55110
nitabyers7@gmail.com*

Proposal #1

This proposal encompasses the following work for planting/growing season 2020 (approximately April to October)

1. This proposal includes the Flagpole Garden Bed, beds encircling the Flagpole Garden Bed, and beds along side sidewalks leading to Flagpole Garden.
2. Pots at front of current Township Offices.

Township provides all materials, or reimbursement for materials used in flowerbeds and provides water for watering of beds.

The work shall consist of determination of need for replacement on plants covered under warranty. If warranted and need of replacement, replanting will be included in the maintenance, pickup of plants and materials will be done by Bonita Byers.

Watering, weeding and trimming of plants in the beds cited in work for Proposal 1.

For total of \$2700.00

Proposal #2

This proposal encompasses the following work for planting/growing season 2020 (approximately April to October)

1. Beds in front of Public Works building
2. Beds in front of current Township offices and lower flagpole garden bed.
3. Beds (eyebrow beds) along side sidewalk leading to Old Town Hall.
4. Beds in front of and on the sides of Old Town Hall.

Watering, weeding and trimming of plants in the beds cited in Proposal #2.

Township provides all materials, or reimbursement for materials used in flowerbeds and provides water for watering of beds.

For total of \$1800.00



**Town Board Meeting
April 6, 2020**

Agenda Number: 5B – Consent Agenda

Subject: Bruce Vento Trail – Approve Letter of Support

Documentation: E-mail / Letter of Support

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Letter of Support for the Bruce Vento Trail

Patti Walstad

From: Tom Riedesel
Sent: Thursday, March 19, 2020 1:42 PM
To: Patti Walstad
Subject: FW: 2020 Regional Solicitation - Letter of Support
Attachments: Bruce Vento Letter of Support - White Bear Township.pdf; letter of support-2020Template.docx

Add to next T.B. Agenda please.

From: Yonke, Scott [mailto:scott.yonke@co.ramsey.mn.us]
Sent: Thursday, March 19, 2020 1:39 PM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: 2020 Regional Solicitation - Letter of Support

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

Hi Tom,

Ramsey County is planning to submit an application as part of the 2020 Regional Solicitation funding for the Bruce Vento Regional Trail. This is for the 3-mile section of trail north of Buerkle Road to the intersection of Hoffmann and US Highway 61. We are anticipating the small remaining trail section north of this intersection to Highway 96 would be completed in coordination with Rush Line project. I am seeking letters of support to include with the application. The application will need to be submitted to TAB no later than April 17, 2020.

I attached a template letter for your use. Feel free to modify for your needs. I also attached the previous support letter for reference.

Also, I am wondering if you can forward me the main contact for Gem Lake. Please let me know if you have any questions.

Scott Yonke, PLA | Director of Planning and Development
Ramsey County Parks and Recreation Department
2015 Van Dyke Street
Maplewood, MN 55109-3796
DD: 651-363-3786
www.co.ramsey.mn.us



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

April 8, 2020

Scott Yonke, Director of Planning and Development
Ramsey County Parks and Recreation
2015 Van Dyke Street
Maplewood, MN 55109

RE: 2020 Regional Solicitation – Multiuse Trail and Bicycle Facilities
Bruce Vento Regional Trail – Buerkle Road to intersection of Hoffmann/Highway 61

Dear Mr. Yonke:

This letter is to share our support for Ramsey County Parks and Recreation's plan to extend the Bruce Vento Regional Trail from Buerkle Road to the intersection of Hoffmann Road/ US Highway 61 in the City of White Bear Lake.

The 13-mile planned regional trail corridor extends from the east side of downtown St. Paul to the north County line in White Bear Township spanning through the cities of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake and White Bear Township. The Ramsey County portion of the regional trail between Larpentuer Avenue to County Road J has approximately 6 miles of undeveloped trail north of Buerkle Road. This undeveloped section is a critical trail gap for the northern communities of Ramsey County.

This project is the first of two steps to eliminate half of the six-mile trail gap in the regional and national trail system. This project will set the stage for future connections north of Highway 96 to County Road J, provide connections to the Highway 96 Regional Trail, Lakes Line Regional Trail, South Shore Trail, and will provide a future connection to the Hardwood Creek Trail at County Road J. This project will also complete a major gap in the National US Bike Route 41 (USBR 41) for connections north of Ramsey County to the Canadian border, since the Bruce Vento Regional Trail is the designated USBR 41 route through Ramsey County. Another important aspect for this project is providing critical pedestrian connections and removing significant barriers to the proposed Rush Line Bus Rapid Transit (BRT) between Buerkle Road and Highway 96. The Bruce Vento Trail will provide pedestrian access to these station stops

The trail improvement project is extremely important to the County and Regional system and helps create a connected bicycle and pedestrian transportation system throughout Ramsey County.

Sincerely,

Patrick Christopherson
Town Clerk-Treasurer



**Town Board Meeting
April 6, 2020**

Agenda Number: 5C – Consent Agenda

Subject: ICWC Contract – Approve 2 Year Contract

Documentation: Staff Memo / Agreement (new & old) / Email -

From: Miller, Scott (DOC) [<mailto:scott.miller@state.mn.us>]

Sent: Friday, March 13, 2020 12:04 PM

To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>

Cc: Paul Peltier <Paul.Peltier@whitebeartownship.org>; Janke, Stacy (DOC) <Stacy.Janke@state.mn.us>

Subject: ICWC Contract

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

Tom,

Attached is your new ICWC contract. Please review the contract then have it signed and return it to us. We will get the contract fully executed and return a copy to you. I appreciate all the work you have for us and I look forward to continuing to work with you. If you have any questions please let me know.

Thank you,
Scott Miller
ICWC Supervisor

Minnesota Department of Corrections
1450 Energy Park Dr Suite 200
St. Paul, MN 55108
O: 651-361-7201
C: 651-587-0570
F: 651-642-0251

Contributing to a safer Minnesota | mn.gov/doc

**mn DEPARTMENT
OF CORRECTIONS**

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the Renewal of the
ICWC Contract from October 21, 2020 Through October 20, 2022

Minutes
Town Board Meeting
May 7, 2018

INSTITUTION COMMUNITY WORK CREW (ICWC) CONTRACT – APPROVE RENEWAL OF CONTRACT: The Planner reported that the Contract which the Township has with the State of Minnesota, Institution Community Work Crew for supervised Public Works activities has been used by the Town in the past. The Public Works Director stated that the program has worked great and there have been no issues with utilizing this resource. This year there is an option to have either a one year or two year renewal. The Town pays \$475.00 per day worked (Monday-Thursday) and \$75.00 for each overtime hour worked (Friday-Sunday) by the ICWC Crew.

Ruzek moved, based on Staff review and recommendation to approve renewal of the Institution Community Work Crew (ICWC) Contract from October 21, 2018 through October 20, 2020, and to authorize execution by the Town Board Chair and Town Clerk. Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: APRIL 2, 2020

SUBJECT: ICWC CONTRACT

I have reviewed the proposed contract and the only change from the current contract is the addition of addresses in #5, otherwise the fees remain the same.

I also forwarded the contract to the Town Attorney for this review and he stated that he is fine with the contract.

PSW/s

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State"), and White Bear Township, 1281 Hammond Road, White Bear Township, MN 55110 (Purchaser").

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of an Institution Community Work Crew (ICWC).
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** October 21, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** October 20, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide crew leader(s) who will supervise up to ten (10) offender crewmembers per ten (10) hour days of work on dates mutually agreed between parties, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide the crew with the required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.

3 Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4 Payment

- 4.1 The Purchaser agrees to pay Four hundred seventy-five dollars and 00/100 (\$475.00) per day worked (Monday-Thursday) and Seventy-five dollars and 00/100 (\$75.00) for each overtime hour worked (Friday-Sunday) by the ICWC crew, as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Payment will be made no later than the 23rd day following the last day of the billing period.

5 Authorized Representatives

The State's Authorized Representative is Scott Miller, ICWC Supervisor, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, or his successor.

The Purchaser's Authorized Representative is Tom Riedesel, Township Planner, 1281 Hammond Road, White Bear Township, MN 55110 or his successor.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Amendments, Waiver, and Contract Complete

7.1 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

Under Minn. Stat. Section 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

2. STATE AGENCY

With delegated authority

By
Title
Date

3. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State's Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division

Previous

Income Contract No. _____
(Provided by Department of Administration)

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew ("State"), and White Bear Township, 1281 Hammond Road White Bear Township, MN 55110 (Purchaser").

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- 2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.

3 Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4 Payment

- 4.1 The Purchaser agrees to pay Four hundred seventy-five dollars and 00/100 (\$475.00) per day worked (Monday-Thursday) and Seventy-five dollars and 00/100 (\$75.00) for each overtime hour worked (Friday-Sunday) by the ICWC crew, as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Payment will be made no later than the 23rd day following the last day of the billing period.

5 **Authorized Representatives**

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor.

The Purchaser's Authorized Representative is Tom Riedesel, Township Planner, or his successor.

6 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

7 **Amendments, Waiver, and Contract Complete**

7.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 **Government Data Practices**

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 **Publicity**

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 **Audit**

Under Minn. Stat. Section 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 **Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

2. STATE AGENCY

With delegated authority

By
Title
Date

3. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State's Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division



**Town Board Meeting
April 6, 2020**

Agenda Number: 5D – Consent Agenda

Subject: Deer Hunt - Approve Ramsey County's Cooperative Deer Management Implementation Program for 2020

Documentation: 2020 Program Outline

Action / Motion for Consideration:

Receive Information / Discuss

Based on Staff Review & Recommendation Approve Ramsey County's Cooperative Deer Management Implementation Program for 2020

Ramsey County Cooperative Deer Management Implementation Program for 2020

Site	Cities	Max # hunters	Hunt Dates	Orientation
Monday-Wednesday				
Battle Creek	Maplewood, St. Paul	26	Oct 12-14, Nov 2-4	Sept 23
Highland (sharp shooters)	St. Paul*	4	Oct 12-14, Nov 2-4	Sept 23
Crosby	St. Paul *	10	Oct 12-14, Nov 2-4	Sept 23
MN DNR	St. Paul *	4	Oct 12-14, Nov 2-4	Sept 23
Vadnais Lake	Vadnais Heights	20	Oct 26-28, Nov 16-18	Sept 30
Rice Creek Trail	Shoreview	7	Oct 26-28, Nov 16-18	Sept 30
Friday - Sunday				
Otter Lake	White Bear Twp.	10	Oct 9-11, Oct 30 -Nov 1	Sept 23
Poplar Lake	WBT, Shoreview	16	Oct 9-11, Oct 30 -Nov 1	Sept 23
Benson Airport	White Bear Twp. *	4	Oct 9-11, Oct 30 -Nov 1	Sept 23
Priory	Maplewood *	10	Oct 23-25, Nov 13-15	Sept 30
Fish Creek	Maplewood, St. Paul	12	Oct 23-25, Nov 13-15	Sept 30
Pig's Eye	St. Paul	24	Nov 13-15, Dec 4 -6	Sept 30
Turtle Creek	Shoreview	10	Nov 20-22, Dec 4-6	Sept 30

* Hunts held on State or Municipal land, not on Ramsey County Parkland



**Town Board Meeting
April 6, 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 Relocate a Wood Power Pole at 2630 South Shore Boulevard In Regards to the Proposed Street Project

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Relocate a Wood Power Pole at 2630 South Shore Boulevard In Regards to the Proposed Street Project



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

April 1, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
2630 South Shore Boulevard
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to relocate a wood power pole at 2630 South Shore Boulevard in regards to the proposed street project. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect lift station Emergency Generator Service line on the west side of Forest Court during relocation.
2. Contractor must protect Forest Court during the relocation.
3. Contractor must coordinate pole relocation with the proposed road project.
4. Disturbed areas shall be restored equal to or better than original condition.
5. South Shore Boulevard is under the jurisdiction of Ramsey County and a permit may be required from them.
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,

A handwritten signature in black ink, appearing to read 'Jim Studenski'.

Jim Studenski, PE
Town Engineer
Enclosures



1700 E County Road E
White Bear Lake, Minnesota 55110-4658

Date: 3/31/2020
Project #: 104478504
Designer: Tim Rossbach
Phone #: 651-779-3122

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

To: TKDA
Attn: Jim Studenski
Jim.Studenski@TKDA.com
1500 Piper Jaffray Plaza
444 Cedar Street
St Paul MN 55101-2140

THIS PERMIT APPLICATION IS FOR WORK IN WHITE BEAR TOWNSHIP

Application is hereby made for permission to replace, construct and therefore maintain:
electric distribution system (see attached sketch).

I. Type of Utility - General Description

Relocate 1 pole at 2630 South Shore Blvd to avoid proposed curb & gutter to be
installed during city road project. Pole is on Forest Court.

II. Work to be started upon approval and completed by June 1st, 2020

Application Approved:

Xcel Energy
d/b/a Northern States Power Company

Timothy Rossbach

Timothy Rossbach
Sr. Designer – Electric Distribution
1700 E Co Rd E
White Bear Lake, MN 55110

Date: _____



**Town Board Meeting
April 6, 2020**

Agenda Number: 5F – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Install a New Electrical Service to a Newly constructed House Location at 1544 Hammond Road

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including his Recommended Conditions, Approve the XcelEnergy Permit to Install a New Electrical Service to a Newly constructed House Location at 1544 Hammond Road



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

March 31, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
1544 Hammond Road
White Bear Township, Minnesota
TKDA Project No. 17727.000

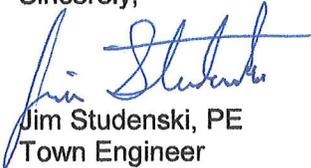
Dear Board Members:

XcelEnergy has applied for a permit to install a new electrical service to a newly constructed house located at 1544 Hammond Road. The project includes directional drilling. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during installation.
2. Contractor must protect Hammond Road during the directional drilling.
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, PE
Town Engineer

Enclosures

Date: 3/26/2020
Project No: 104463696
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 service (see sketch).

I. Type of Utility – Electric , Residential service

Installing 4/0 electric secondary service to 1554 Hammond Rd, running from west side of the garage to the power pole on North side of Hammond Rd

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

Application Approved

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

Date: _____



**Town Board Meeting
April 6, 2020**

Agenda Number: 5G – Consent Agenda

Subject: Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Wood Power Poles with the Same Type of Wood Pole to Service the Residential Area of East Street Due to Condition & Age

Documentation: Town Engineer Correspondence & 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 Wood Power Poles with the Same Type of Wood Pole to Service the Residential Area of East Street Due to Condition & Age



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

March 31, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

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

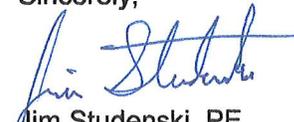
Dear Board Members:

XcelEnergy has applied for a permit to replace seven (7) wood power poles with the same type of wood pole to service the residential area of East 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 East Street during replacement.
3. Contractor must protect sewer and water services.
4. Contractor must protect the storm sewer crossing at the ditch during replacement.
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, PE
Town Engineer

Enclosures



5363 260th St N
Wyoming, MN 55092

February 18, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

East St
Order 104339076

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: 7 pole replacements (see attached sketch).

I. Type of Utility – General Description

Replacing 7 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



**Town Board Meeting
April 6, 2020**

Agenda Number: **5H – Consent Agenda**

Subject: **Right-of-Way Permit – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Overhead Electrical Power Lines at 1544, 1555 & 1563 Hammond Road**

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Overhead Electrical Power Lines at 1544, 1555 & 1563 Hammond Road



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

April 1, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
1544, 1555 & 1563 Hammond Road
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace overhead electrical power lines at 1544, 1555 and 1563 Hammond Road. The attached map shows the project.

We recommend approval with the following conditions:

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Studenski'.

Jim Studenski, PE
Town Engineer

Enclosures



1700 E County Road E
White Bear Lake, Minnesota 55110-4658

Date: 3/31/2020
Project #: 104489381
Designer: Tim Rossbach
Phone #: 651-779-3122

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

To: TKDA
Attn: Jim Studenski
Jim.Studenski@TKDA.com
1500 Piper Jaffray Plaza
444 Cedar Street
St Paul MN 55101-2140

THIS PERMIT APPLICATION IS FOR WORK IN WHITE BEAR TOWNSHIP

Application is hereby made for permission to replace, construct and therefore maintain:
electric distribution system (see attached sketch).

I. Type of Utility - General Description

Replace 1 span of overhead secondary wire.

II. Work to be started upon approval and completed by June 15th, 2020

Application Approved:

Xcel Energy
d/b/a Northern States Power Company

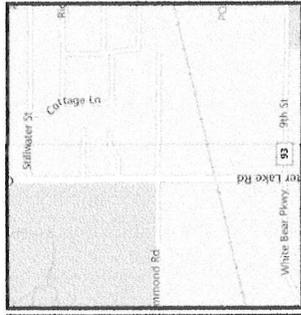
Timothy Rossbach

Timothy Rossbach
Sr. Designer – Electric Distribution
1700 E Co Rd E
White Bear Lake, MN 55110

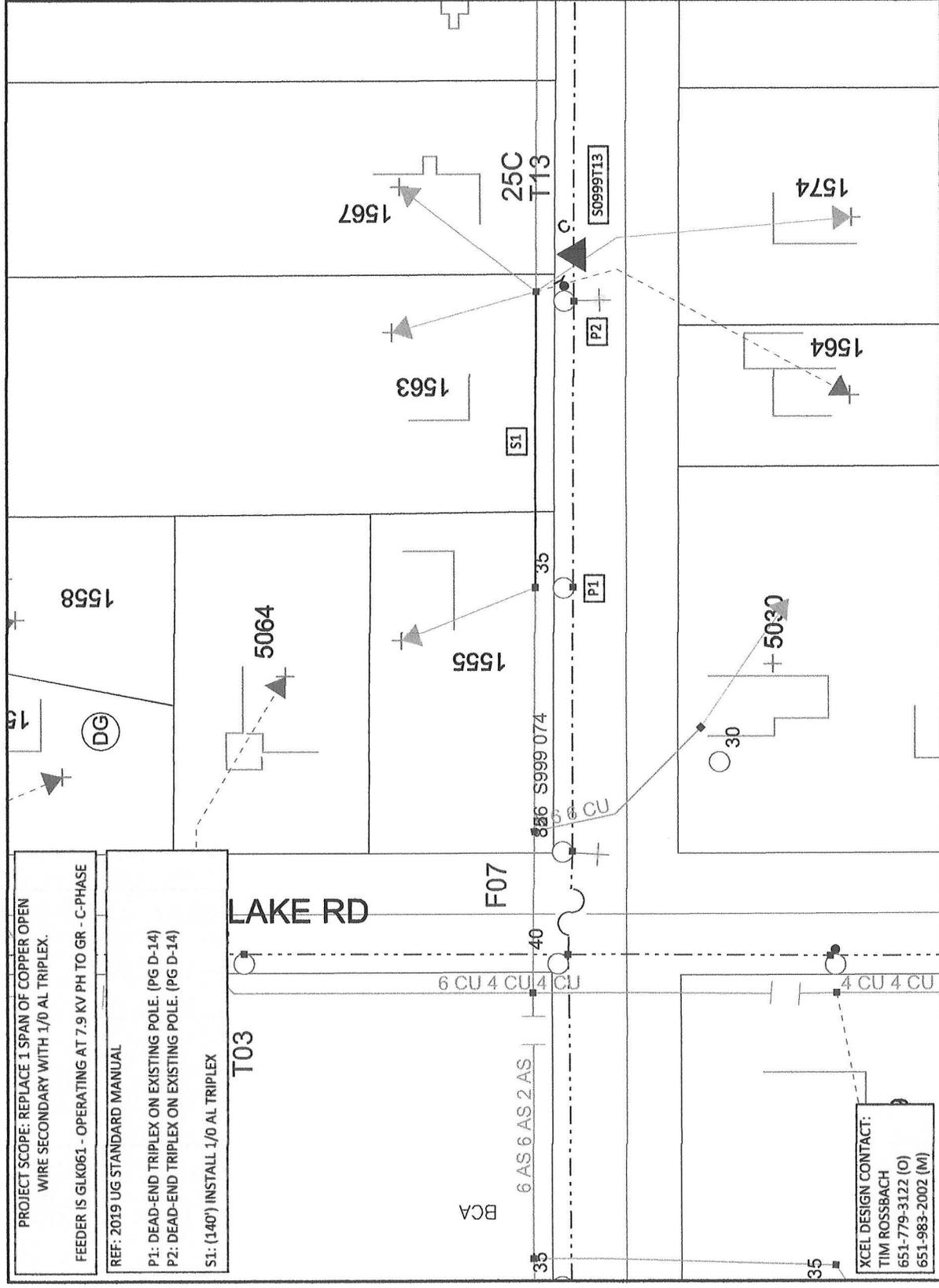
Date: _____

PROJECT SCOPE: REPLACE 1 SPAN OF COPPER OPEN WIRE SECONDARY WITH 1/0 AL TRIPLEX.
FEEDER IS GLK061 - OPERATING AT 7.9 KV PH TO GR - C-PHASE

REF: 2019 UG STANDARD MANUAL
P1: DEAD-END TRIPLEX ON EXISTING POLE. (PG D-14)
P2: DEAD-END TRIPLEX ON EXISTING POLE. (PG D-14)
S1: (140') INSTALL 1/0 AL TRIPLEX



Service Request # : 839858 Design Number : 200555 Designer/Planner ID : 200555 Designer/Planner Name : Roszbach, Tim Designer/Planner Ph # : 651-779-3122 Manager Approval :	
Job Info Job Title : Division : White Bear Lake County : Ramsey City : WHITE BEAR TWP Address : 1554 Hammond Road T: 30N R: 22W S: 10 Map # : 50989 Permit :	
Project Info Feeder : GLK061 Voltage : 7.9 KV PH to GR Phase : C-PHASE Blup Dev ID : System : Pressure : Size : Material : Dead End : Gas :	
Work Order # : Date : 03/07/2020 Sketch : 1 of 1 Sketch Data Scale : 1" equals 50' 	
CONSTRUCTION USE ONLY <input type="checkbox"/> NO CHANGES (BUILT AS DESIGNED) <input type="checkbox"/> CHANGES MADE AS INDICATED (ALL LRD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE) FOREMAN : _____ DATE : _____ TEAM LEADER : _____	



XCEL DESIGN CONTACT:
TIM ROSSBACH
651-779-3122 (O)
651-983-2002 (M)

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**Town Board Meeting
April 6, 2020**

Agenda Number: **5I – Consent Agenda**

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Seven Wood Power Poles with the Same Type of Wood Pole to Service the Residential Area of Overlake Road, Park Easements & Hugo Road Due to Condition & Age

Documentation: Town Engineer Correspondence & 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 Wood Power Poles with the Same Type of Wood Pole to Service the Residential Area of Overlake Road, Park Easements & Hugo Road Due to Condition & Age



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

March 31, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Overlake Road, Park Easements, and Hugo Road
White Bear Township, Minnesota
TKDA Project No. 17727.000

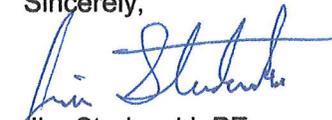
Dear Board Members:

XcelEnergy has applied for a permit to replace seven (7) wood power pole with the same type of wood pole to service the residential area of Overlake Road, Park easements, and Hugo Road due to condition and age. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect Overlake Road during replacement.
2. Contractor must protect sanitary sewer, manholes, watermain, and hydrants.
3. Disturbed areas shall be restored equal to or better than original condition.
4. A permit may be required with work in the Ramsey County Park and Hugo Road.
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, PE
Town Engineer

Enclosures



5363 260th St N
Wyoming, MN 55092

Mar 6th, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Overlake Ave
Order 104406597

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: 1 pole replacement (see attached sketch).

I. Type of Utility – General Description

Replacing 1 existing pole due to condition and age of pole (See sketch).

II. Work to be started after March 15rd, 2020 and completed by March 15rd, 2021 including any restoration.

Application Approved

XCEL ENERGY d/b/a NORTHER STATES POWER COMPANY

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

Date: _____



**Town Board Meeting
April 6, 2020**

Agenda Number: **5J – Consent Agenda**

Subject: **Right-of-Way Permit** - Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace a Wood Pole With a New Wood Pole to An existing Line Due to Condition & Age in the Area of 2471 Taylor Avenue, Permit Includes Five Other Poles Along Hugo Road & in Backyards Will Also be Replaced

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace a Wood Pole With a New Wood Pole to An existing Line Due to Condition & Age in the Area of 2471 Taylor Avenue, Permit Includes Five Other Poles Along Hugo Road & in Backyards Will Also be Replaced



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

April 3, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
2471 Taylor Avenue, Hugo Road & Backyards
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace a wood pole with a new wood pole to an existing line due to condition and age in the area of 2471 Taylor Avenue. Five other poles along Hugo Road and in backyards will also be replaced. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the pole installation.
2. Contractor must protect Taylor Avenue during the pole replacement.
3. Contractor must protect private property during the backyard replacements.
4. Contractor must protect the watermain located on the north side of Taylor Avenue.
5. Disturbed areas shall be restored equal to or better than original condition.
6. Hugo Road is under the jurisdiction of Ramsey County and may require a permit.
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,

A handwritten signature in black ink, appearing to read 'Jim Studenski', written in a cursive style.

Jim Studenski, PE
Town Engineer
Enclosures



5363 260th St N
Wyoming, MN 55092

February 26, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Taylor Ave
Order 104361772

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: 1 pole replacement (see attached sketch).

I. Type of Utility – General Description

Replacing 1 existing pole due to condition and age of pole (See sketch).

II. Work to be started after March 15th, 2020 and completed by March 15th, 2021 including any restoration.

Application Approved

XCEL ENERGY d/b/a NORTHERN STATES POWER
COMPANY

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

Date: _____



**Town Board Meeting
April 6, 2020**

Agenda Number: **5K – Consent Agenda**

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace a Wood Pole With the Same Type of Wood Pole to an Existing Line Due to Condition on Silver Fox Road & Another Pole in a Backyard Will Also be Replaced

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace a Wood Pole With the Same Type of Wood Pole to an Existing Line Due to Condition on Silver Fox Road & Another Pole in a Backyard Will Also be Replaced



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

April 3, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Silver Fox Road & Backyard
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace a wood pole with the same type of wood pole to an existing line due to condition on Silver Fox Road. Another pole in a backyard will also be replaced. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the pole installation.
2. Contractor must protect Silver Fox Road during the pole replacement.
3. Contractor must protect private property during the backyard replacements.
4. Contractor must protect the storm culvert at the intersection of Jenni 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,

A handwritten signature in black ink that reads "Jim Studenski".

Jim Studenski, PE
Town Engineer
Enclosures



RECEIVED

MAR 27 2020

TOWN OF WHITE BEAR

5363 260th St N
Wyoming, MN 55092

Mar 19th, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Silver Fox Rd
Order 104454013

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: 1 pole replacement (see attached sketch).

I. Type of Utility – General Description

Replacing 1 existing pole due to condition and age of pole (See sketch).

II. Work to be started after May 15th, 2020 and completed by June 15th, 2021 including any restoration.

Application Approved

XCEL ENERGY d/b/a NORTHERN STATES POWER COMPANY

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

Date: _____



**Town Board Meeting
April 6, 2020**

Agenda Number: **5L – Consent Agenda**

Subject: **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Three Wood Poles with the Same Type of Wood Poles Due to Condition & Age on Ridgewood Avenue & Williams Avenue & Seven Other Poles Along Hugo Road & in Backyards Will Also be Replaced

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Three Wood Poles with the Same Type of Wood Poles Due to Condition & Age on Ridgewood Avenue & Williams Avenue & Seven Other Poles Along Hugo Road & in Backyards Will Also be Replaced



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

April 3, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Ridgewood Avenue, Williams Avenue, Hugo Road & Backyards
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace three wood poles with the same type of wood poles due to condition and age on Ridgewood Avenue and Williams Avenue. Seven other poles along Hugo Road and in backyards will also be replaced. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveway during the pole installation.
2. Contractor must protect Ridgewood Ave and Williams Ave during the pole replacement.
3. Contractor must protect private property during the backyard replacements.
4. Contractor must protect the water and sewer services during the pole replacement.
5. Disturbed areas shall be restored equal to or better than original condition.
6. Hugo Road is under the jurisdiction of Ramsey County and may require a permit.
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,

A handwritten signature in black ink, appearing to read 'Jim Studenski', written in a cursive style.

Jim Studenski, PE
Town Engineer
Enclosures



TOWN OF WHITE BEAR
MAR 27 2020
RECEIVED

5363 260th St N
Wyoming, MN 55092

Mar 19th, 2020

Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Ridgeway St & Williams Ave
Order 104451211

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: 2 pole replacements (see attached sketch).

I. Type of Utility – General Description

Replacing 2 existing poles due to condition and age of pole (See sketch).

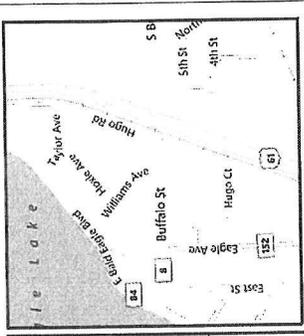
II. Work to be started after May 15th, 2020 and completed by June 15th, 2021 including any restoration.

Application Approved

XCEL ENERGY d/b/a NORTHERN STATES POWER COMPANY

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

Date: _____



Work Order Information	
Service Request #	00000030642
Design Number	11564288
Designer/Planner ID	Hauge Kyle
Designer/Planner Name	Hauge Kyle
Designer/Planner P#	(651) 462-6212
Manager Approval	Joint Utility
E:	C:
T:	C:
Design Location	White Bear Lake
County	Ramsey
City	WHITE BEAR TWP
Address	Hugo Rd - Buffalo at
T: 30N	S: 12
Map #	V0997
Permit	Electric
Feeder	GL0074
Phase	ABC
Blup Dev ID	13.9 KV
System	Gas
Pressure	
Material	
Dead End	
Work Order #	
Date	03/18/2020
Sketch	#1 Of 1 Sketch Data
Scale	1" equals 20'



CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)

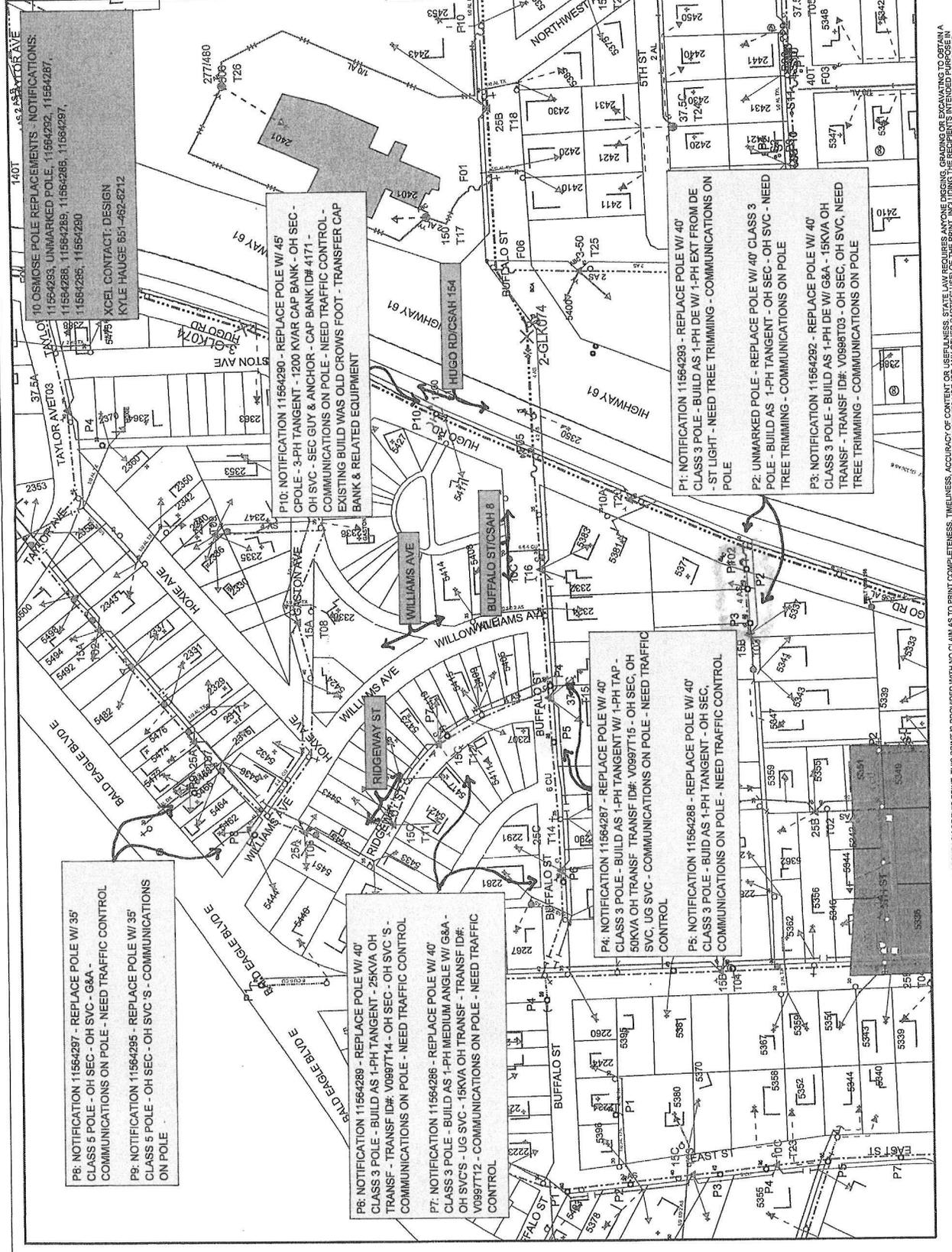
CHANGES MADE AS INDICATED

ALL DIMENSIONS FROM THE FIELD SITE

RFO _____ DATE _____

FOREMAN _____

TEAM LEADER _____



10 OSMOSE POLE REPLACEMENTS - NOTIFICATIONS:
 11564289, UNMARKED POLE, 11564292, 11564287,
 11564285, 11564289, 11564285, 11564291,
 11564285, 11564280

XCEL CONTACT: DESIGN
 KYLE HAUGE 651-462-6212

P1: NOTIFICATION 11564280 - REPLACE POLE W/ 45' POLE - 3-PH TANGENT - 1200 KVAR CAP BANK - OH SEC - OH SVC - SEC GUY & ANCHOR - CAP BANK ID# 4171 - COMMUNICATIONS ON POLE - NEED TRAFFIC CONTROL - EXISTING BUILD WAS OLD CROWS FOOT - TRANSFER CAP BANK & RELATED EQUIPMENT

P1: NOTIFICATION 11564283 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH DE W/ 1-PH EXT FROM DE - ST LIGHT - NEED TREE TRIMMING - COMMUNICATIONS ON POLE

P2: UNMARKED POLE - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH TANGENT - OH SEC - OH SVC - NEED TREE TRIMMING - COMMUNICATIONS ON POLE

P3: NOTIFICATION 11564292 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH DE W/ G&A - 15KV OH TRANSF - TRANSF ID# V098703 - OH SEC, OH SVC, NEED TREE TRIMMING - COMMUNICATIONS ON POLE

P6: NOTIFICATION 11564297 - REPLACE POLE W/ 35' CLASS 5 POLE - OH SEC - G&A - COMMUNICATIONS ON POLE - NEED TRAFFIC CONTROL

P8: NOTIFICATION 11564295 - REPLACE POLE W/ 35' CLASS 5 POLE - OH SEC - OH SVC - S - COMMUNICATIONS ON POLE

P6: NOTIFICATION 11564289 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH TANGENT - 25KV OH TRANSF - TRANSF ID# V0987T14 - OH SEC - OH SVC - S - COMMUNICATIONS ON POLE - NEED TRAFFIC CONTROL

P7: NOTIFICATION 11564286 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH MEDIUM ANGLE W/ G&A - OH SVC'S - UG SVC - 15KV OH TRANSF - TRANSF ID# V0987T12 - COMMUNICATIONS ON POLE - NEED TRAFFIC CONTROL

P4: NOTIFICATION 11564287 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH TANGENT W/ 1-PH TAP - 50KVA OH TRANSF - TRANSF ID# V0987T15 - OH SEC, OH SVC, UG SVC - COMMUNICATIONS ON POLE - NEED TRAFFIC CONTROL

P5: NOTIFICATION 11564288 - REPLACE POLE W/ 40' CLASS 3 POLE - BUILD AS 1-PH TANGENT - OH SEC - COMMUNICATIONS ON POLE - NEED TRAFFIC CONTROL

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**Town Board Meeting
April 6, 2020**

Agenda Number: 5M – Consent Agenda

Subject: Right-of-Way Permit- Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Five Wood Poles With the Same Type of New Wood Poles to an Existing Line Due to Condition & Age in the Park Avenue & East County Line & Two Other Poles in Backyards Will Also be Replaced

Documentation: Town Engineer Correspondence & Map

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve the XcelEnergy Permit to Replace Five Wood Poles With the Same Type of New Wood Poles to an Existing Line Due to Condition & Age in the Park Avenue & East County Line & Two Other Poles in Backyards Will Also be Replaced



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

April 3, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: XcelEnergy Permit Application
Park Avenue, East County Line Road & Backyards
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

XcelEnergy has applied for a permit to replace five wood poles with the same type of new wood poles to an existing line due to condition and age in the Park Avenue and East County Line. Two other poles in backyards will also be replaced. The attached map shows the project.

We recommend approval with the following conditions:

1. Contractor must protect resident driveways during the pole installation.
2. Contractor must protect Park Avenue and East County Line Road during the pole replacement.
3. Contractor must protect private property during the backyard replacements.
4. Contractor must protect the watermain along Park Avenue and East County Line Road.
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,

A handwritten signature in black ink, appearing to read 'Jim Studenski', written in a cursive style.

Jim Studenski, PE
Town Engineer
Enclosures



5363 260th St N
Wyoming, MN 55092

RECEIVED

MAR 27 2020

TOWN OF WHITE BEAR

Mar 19th, 2020
Designer: Kyle Hauge
Phone 651-462-6212
Fax: 651-462-6217

Park Ave
Order 104454012

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: 2 pole replacements (see attached sketch).

I. Type of Utility – General Description

Replacing 2 existing poles due to condition and age of pole (See sketch).

II. Work to be started after May 15th, 2020 and completed by June 15th, 2021 including any restoration.

Application Approved

XCEL ENERGY d/b/a NORTHERN STATES POWER COMPANY

Kyle Hauge
Designer

5363 260th St N
Wyoming, MN 55092

Date: _____



**Town Board Meeting
April 6, 2020**

Agenda Number: 6A – Old Business

Subject: Emergency Management Team Report:

1. Ramsey County COVID 19 Incident Management.
2. Contract Group Update.
3. Attorney Update.
4. Operations Logistics/Administrative Offices/Public Works – Revise Declaration of Emergency.
5. Adopt Resolution Revising Check Signing Designation.

Documentation: Town Clerk Memo / Resolution

Action / Motion for Consideration:

Receive Memo / Discuss

Based on Town Clerk Recommendation Implement the Following Until the May 4th, 2020 Town Board Meeting:

- 1) We remain closed to the public and all in-person traffic here at our Administrative Offices as well as Public works.
- 2) Staff should come back to work at the office in “staggered” shifts. Meaning we will split everyone’s shifts so that we have no more than 3-4 people here at any one time
- 3) Staff who will not be in at the Administrative offices will work remotely until it is time for them to come in for their shift
- 4) ALL STAFF WILL BE REQUIRED TO STAY HOME IF SHOWING ANY ILL EFFECTS. The Township will cover up to 80 hours of flex leave specific to absences due to illness through August 30th (Re-evaluated monthly)
- 5) Unless there are pressing deadlines, we will postpone all commissions, committees, and Township activities (Besides Township Board meetings) through May 4th.

Based on Town Attorney & Staff Review & Recommendation Adopt the **Resolution Revising Check Signing Designation During the Current Civil Emergency**

Ruzek – Moves

McCune – Second

Minutes
Special Town Board Meeting
March 25, 2020

EMERGENCY MANAGEMENT TEAM REPORT: the Town Clerk reported that a packet was received from Ramsey County of how they are addressing the coronavirus. There was going to be a meeting with the Emergency Management Team from Ramsey County, but it was postponed in lieu of the Governor's address. It will be rescheduled for Monday the 30th. There isn't a whole lot more to report. There was a question of the Township staff's supply off personal protective equipment. Staff assured the Board that there is a minimal supply for staff, unfortunately not enough to donate to medical professionals who are on the front line.

CONTRACT GROUP – UPDATE: The Town Clerk reported that he went to the sheriff's contract group meeting on Thursday the 19th. Every municipality in the contract group is closed. Hugo is limiting walk up traffic; still open with limited staff. Everyone is closed until May 15th. City by city may be doing the remote work. Three municipalities are closed period, except Public Works staff. The Town Clerk wants to talk about how Board would like the Town to move forward.

The majority of Township staff have the ability to work remotely. The Clerk would like staff to work remotely through April 3rd and re-evaluate on the 6th, the next scheduled Town Board meeting, though he still thinks the Town should be closed through the 3rd. After that, since the Township is a small outfit, some staff could work in the building but restrict public access. Everything changes on a day-to-day basis.

There was discussion of how The Board should handle the April 6th meeting. It was decided that upon declaration of a pandemic, the procedure is straight forward: the Town Clerk, Town Attorney, and 1 Board member must be present, the others can call in via telephone. The members must be able to hear and speak via telephone. The notice has to be given and it was decided that the location will be moved to the Town Offices at 8 a.m. on Monday, April 6th. This was decided upon after discussion of video conferencing and the statutes that restrict that due to restricted public access during this isolating period. It was noted that McCune and Ruzek will be present, while Prudhon will telephone in. It was noted that video isn't required: the Town Board meetings are recorded as a service to the residents. Official minutes are all that is required.

There was discussion of the one other concern that trouble staff. Staff is concerned about residents paying bills. There was discussion of collecting the payments and placing them in a lock box for 4 to 5 days to ensure safe handling of materials. There was discussion of logistics of how staff will handle this because staff do not process payments in their home, they process at the Town Offices. It was noted that the staff member opening the mail will use protective equipment such as masks and gloves. Town staff will also put a note on the drop box that reads: do not leave cash. Between now and the 6th of April, staff will also put together a separation of duties in terms of payments coming in for the Town Board to approve the recommendation.

There was some discussion on any potential auditing and it was noted that they would understand in this unprecedented time. It was also noted that staff will contact all vendors and have them send all invoices electronically for staff to sign off on to further ensure safety. Staff will document all measures taken in case there are any questions at a later date.

Minutes
Town Board Meeting
March 16, 2020

ADDED AGENDA ITEMS: Coronavirus (COVID-19) discussion: There was a handout of the Town of White Bear Proclamation and Declaration of Emergency. This declaration was read through before

the meeting and discussed during this time. The Town Clerk reported that the Township offices are closed to the public, with a statement confirming this online. Staff is available by phone and email. There was some discussion on other ways regular office life has changed for Township staff. More information will be given to residents as information comes in from the county and state. The majority of state and county offices are closed and staff are working remotely. Township staff suggest cancelling all meetings at least until the end of the month. Nothing on the agendas are timely and need discussion right away. After that staff will reassess the situation as time goes on.

There was discussion on whether or not live meetings had to take place. It was noted that emergency meetings don't need to be publicized. Special meetings can also be called, and then be cancelled at the last minute if need be. It was the consensus that Town staff will go through the procedures as best as possible and then make decisions. Meetings can also be conducted by telephone. There was discussion on what this will require if voting is necessary. It was also noted that the Town does not have to adopt the proclamation and declaration in order to cancel meetings due to the emergency at hand.

Town staff just want to show good faith. There was discussion of the unique municipality role the Township is in, the state statute states a mayor has a role, the Township also doesn't have license buildings to close or regulate during this time.

It was noted that a team should be created and stated for the Emergency Managers of White Bear. The Board also wants to call a special meeting toward the end of March to reassess the situation. It was noted that the special Town Board Meeting scheduled for the 31st of March to meet at the open house for the trail has been postponed until at least May. The special meeting was said to have the Town Attorney, Public Works Director, Town Clerk, and Town Board Chair present at the Town Offices, and the Town Board Supervisors present by conference call.

Ruzek motioned to call a special meeting of the Town Board and the Emergency Management Team at 8 a.m. on Wednesday, March 25, 2020 at the Town Offices Conference Room on Hammond Road. McCune seconded. Ayes all.

Ruzek motioned to accept the Town of White Bear Proclamation and Declaration of Emergency with the Attorney's corrections. McCune seconded. Ayes all.

Ruzek moved to appoint the Public Works Director, the Town Clerk, the Town Board Chair, and the Town Attorney as the team of emergency managers for the Town of White Bear. McCune seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD

FROM: PAT

DATE: APRIL 2, 2020

SUBJECT: ADMINISTRATION/PUBLIC WORKS OPERATIONS

Gentlemen

I have been observing the operations of our partner municipalities around the area over the past few weeks, and I have come to a determination that we can modify our current plan. Being respectful to the *Social distancing philosophy now prevalent across our state and nationally*, I would recommend implementing the following until our Township Board meeting on May 4th:

- 1) We remain closed to the public and all in-person traffic here at our Administrative Offices as well as Public works.
- 2) Staff should come back to work at the office in "staggered" shifts. Meaning we will split everyone's shifts so that we have no more than 3-4 people here at any one time
- 3) Staff who will not be in at the Administrative offices will work remotely until it is time for them to come in for their shift
- 4) ALL STAFF WILL BE REQUIRED TO STAY HOME IF SHOWING ANY ILL EFFECTS. The Township will cover up to 80 hours of flex leave specific to absences due to illness through August 30th (Re-evaluated monthly)
- 5) Unless there are pressing deadlines, we will postpone all commissions, committees, and Township activities (Besides Township Board meetings) through May 4th.

I think we will be reflective of most of our municipal partners under this structured approach. Ramsey County is devising a coordinated plan and the language to communicate this position right now, so when I receive that I will forward on to you all for your review.

Regards

PC

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON APRIL 6, 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 the Township Administrative Office in said Town on April 6, 2020.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION REVISING CHECK SIGNING DESIGNATION
DURING THE CURRENT CIVIL EMERGENCY**

WHEREAS, on January 6, 2020, the Township designated that the Town Clerk is authorized to sign all checks related to Township payroll and all other checks shall be signed by both the Town Board Chair and the Town Clerk,

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

That during this time of civil emergency the Town Board hereby revises the check signing designation as follows:

The Town Clerk is hereby authorized to sign all checks related to Township payroll and all other business during the current civil emergency.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of the Town Board of the said Town held on the 6th day of April, 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 the check signing designation in the Township.

WITNESS my hand as such Clerk and the Town Clerk's seal this 6th day of April, 2020.

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
April 6, 2020**

Agenda Number: 6B – Old Business

Subject: Clear Channel Billboard Lease Agreements - Approve

Documentation: Lease Agreements

Action / Motion for Consideration:

Receive Memo / Discuss

Based on Staff Review & Recommendation Approve the 20-Year Lease Agreement with Clear Channel Outdoor, LLC as Outlined in the Attached Leases

**Minutes
Town Board Meeting
March 16, 2020**

CLEAR CHANNEL BILLBOARD LEASE AGREEMENTS – APPROVE: The Town Clerk summarized the approval of the Clear Channel Billboard Lease Agreement voted and agreed upon for the sign update 2 meetings ago. Since there was an ordinance change, the agreement in the packet is the updated agreement. The Town Attorney reviewed it. There was some discussion over the price decreasing for the static board. (\$80,000 per year for the digital board and \$30,000 per year for the static board. The cost used to be \$50,000 even for both. So the annual difference for the first year is only \$10,000, but with the annual accelerator, it will become much larger payments over time). The Town Clerk noted that due to the annual accelerator of 2% for the digital billboard, it is a good deal.

There was some discussion of having a discussion with Clear Channel, or whether the Township should just take this offer, their first offer. It was also discussed that Clear Channel has been a partner for over 20 years, and has poured into the Polar Lakes Park Fund through the billboard lease. There was also discussion of maybe requesting review from the few other companies who may be interested to see if they would be interested at a higher rate. In theory, if these companies would be interested at a higher rate, Clear Channel should be interested at a higher rate. It was the consensus that staff will make some calls and that the Board can table the discussion until the next meeting.

Ruzek moved to table the discussion until the next meeting, until after staff talks to other billboard leasing companies and see what interest there is in our spots. McCune seconded. Ayes all.

CLEAR CHANNEL OUTDOOR, LLC LEASE AGREEMENT

Lease No: 11283

Lease Rep: Matthew Weiland

Effective Date: Click or tap to enter a date.

1. This Lease Agreement ("Lease") is effective Insert Date (the "Effective Date") and entered into between the Town of White Bear, a political subdivision of the State of Minnesota, ("Landlord") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 1281 Hammond Rd in the County of Ramsey in the State of Minnesota ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
2. This Lease shall be in effect commencing on the Effective Date for a term ("Term") that is twenty (20) years following the "Rent Commencement Date", defined as either (i) the first day of the month after the date construction of the Structures is completed and all requisite governmental and private permits and approvals are obtained for Tenant's operation of the Structures and the Structures are connected to a permanent power supply and capable of displaying digital advertising, or (ii) if this Lease is a renewal of an existing lease, the Rent Commencement Date shall also be the Effective Date.
3. Beginning on the Effective Date, Tenant shall pay Landlord rent in the amount of One Hundred Dollars (\$100.00) for the period of time prior to the Rent Commencement Date; if any. Beginning on the Rent Commencement Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth on Exhibit B attached hereto.
4. Message Content Restrictions. Lessee further understands that the Structures must be in conformance at all times with Lessor's Sign Ordinance that is in effect as of the date of this Lease. The Structures shall not display any of the following advertisement content:
 - (a) Any political candidate or political party, any political action committee, or any organization attempting to endorse any political candidate, political party, or political cause.
 - (b) Any tobacco products or the use thereof, including, but not limited to, cigarettes, e-cigarettes, chewing tobacco, cigars, and any advertisement that tends to promote the use or consumption of tobacco products.
 - (c) Any alcoholic beverages or the use thereof, including, but not limited to, beer, wine, intoxicating liquor, and any advertisement that tends to promote the use or consumption of such alcohol.
 - (d) Any form of adult entertainment, including, but not limited to, adult bookstores, strip clubs, and any advertisement that tends to promote establishments that permit the sale or display of sexually explicit materials; and
 - (e) Any full or partial nudity.
 - (f) Any other products or businesses which the Landlord reasonably believes promotes acts which are contrary to the Landlord's public policy of promoting the health and welfare of its citizens.
5. This Lease shall continue in full force and effect for its initial term and thereafter the Lease shall be extended from year-to-year at the end of the term, upon the terms and conditions then in effect unless terminated by either party by written notice to the other party ninety (90) days prior to the end of the term or any subsequent one-year extension pursuant to this paragraph.. During any term of this Lease and for a period of ninety (90) days following the expiration or earlier termination of this Lease, Landlord hereby grants to Tenant a right of first refusal, acceptance of which is exercisable at Tenant's sole discretion, to match the material terms of any offer acceptable to Landlord for the use or purchase of all or any portion of the Property (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to Tenant (the "Offer Documents"). Tenant shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to Landlord. If Tenant rejects the Offer and the Property transfers pursuant to the terms of the Offer,

Landlord shall promptly notify Tenant of such transfer and provide Tenant with any relevant contact information of such new owner of the Property. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of the breach of this provision. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.

6. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.
7. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.
8. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) access to the Structures is unavailable or restricted; (c) electrical service or illumination is unavailable or restricted; (d) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (e) the Property becomes unsightly; (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (g) the Structures' value for advertising purposes is diminished; (h) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (i) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located (other than pursuant to mutual agreement); then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.
9. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining adjacent property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in Tenant's interests. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination

set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend, indemnify and hold Tenant, its parents and affiliates harmless from any claims, demands, reasonable attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision and from all injuries to Structures or third persons resulting from the negligent acts or omissions of Landlord, Landlord's employees, agents, licensees and contractors. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property or third persons resulting from the negligent acts or omissions of Tenant, Tenant's employees, agents, licensees and contractors. Neither party shall be liable for damage resulting from Acts of Nature.
11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant.
12. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.
13. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.
14. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:
White Bear Township
Attn: Clerk - Treasurer
1281 Hammond Rd
White Bear Township, MN 55110

If to Tenant:
Clear Channel Outdoor, LLC
Attn: Vice President, Real Estate
3225 Spring St NE
Minneapolis, MN 55413

With a copy to:

With a copy to:
Clear Channel Outdoor, LLC
Attn: Legal Department
2325 East Camelback Road, Ste. 400
Phoenix, AZ 85016

15. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party

breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord and Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature, including a limited power of attorney solely for such purpose or in the event Landlord is required to execute such memorandum in the jurisdiction in which the Structures are located, Landlord shall execute such memorandum within five (5) business days of written request from Tenant. Landlord understands that the terms of this Lease are proprietary and confidential, and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.
17. Tenant shall maintain the following insurance coverage in amounts not less than specified and shall furnish Landlord with Certificates of Insurance evidencing compliance with the following minimum provisions:
 - a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable states.
 - b. Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence and \$2,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis.
 - c. Automobile Liability Insurance with a limit of not less than \$1,000,000 combined and including all owned, non-owned and hired vehicles.
 - d. Umbrella Liability Insurance at not less than \$5,000,000 limit providing excess coverage.
 - e. Additional Insured Requirement: All policies above, with the exception of Workers' Compensation shall be endorsed to name Landlord as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of Tenant's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of Landlord and a 30-day Notice of Cancellation. Tenant shall provide a Certificate of Insurance with pertinent endorsements attached.
 - f. Landlord shall maintain Liability and Property insurance coverage for Landlord's operations and activities and shall include a Waiver of Subrogation in favor of Tenant. Landlord shall provide Tenant a Certificate of Insurance upon execution herein and annually thereafter. Landlord agrees to require other neighboring tenants to maintain adequate liability insurance for their operations. Landlord shall maintain General Liability, Auto Liability, Workers' Compensation and Property Coverage, as applicable, for Landlord's operations and services provided on behalf of Landlord. Landlord shall provide Certificates of Insurance evidencing such coverage upon execution of said document and annually thereafter. Landlord shall also require any contractors providing work or services on behalf of Landlord to maintain adequate insurance for contractors' activities.
18. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

TENANT:
CLEAR CHANNEL OUTDOOR, LLC

By: _____
Name: _____
Its: _____

Telephone No. _____
Facsimile No. _____

LANDLORD:
Town of White Bear, MN

By: _____
Name: _____
Its: _____

Telephone No. _____
Facsimile No. _____
Tax ID No. _____

EXHIBIT A

**LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER**

Parcel ID: 163022110006

Panel ID	Panel Description
092804	I-35E ES 0.8mi N/O CR 96 (Loc #2) F/S - 2
092803	I-35E ES 0.8mi N/O CR 96 (Loc #2) F/N - 1

Legal Description: That part of the North ½ of the Northeast ¼ of Section 16, Township 30, Range 22, described as follows: Commencing at the point of intersection of the south line of the North ½ of said Northeast ¼ with easterly right to way line of Interstate Highway 35E; thence Northerly along said right of way line a distance of 448.11 feet ; thence easterly deflecting to the right at angle of 86 degrees 48 minutes from last said line a distance of 73.8 feet to the actual point of beginning of the property to be described; thence at a right angle southerly 35 feet; thence at a right angle easterly 90 feet; thence at a right angle northerly 35 feet; thence at a right angle westerly 90 feet to the actual point of beginning.

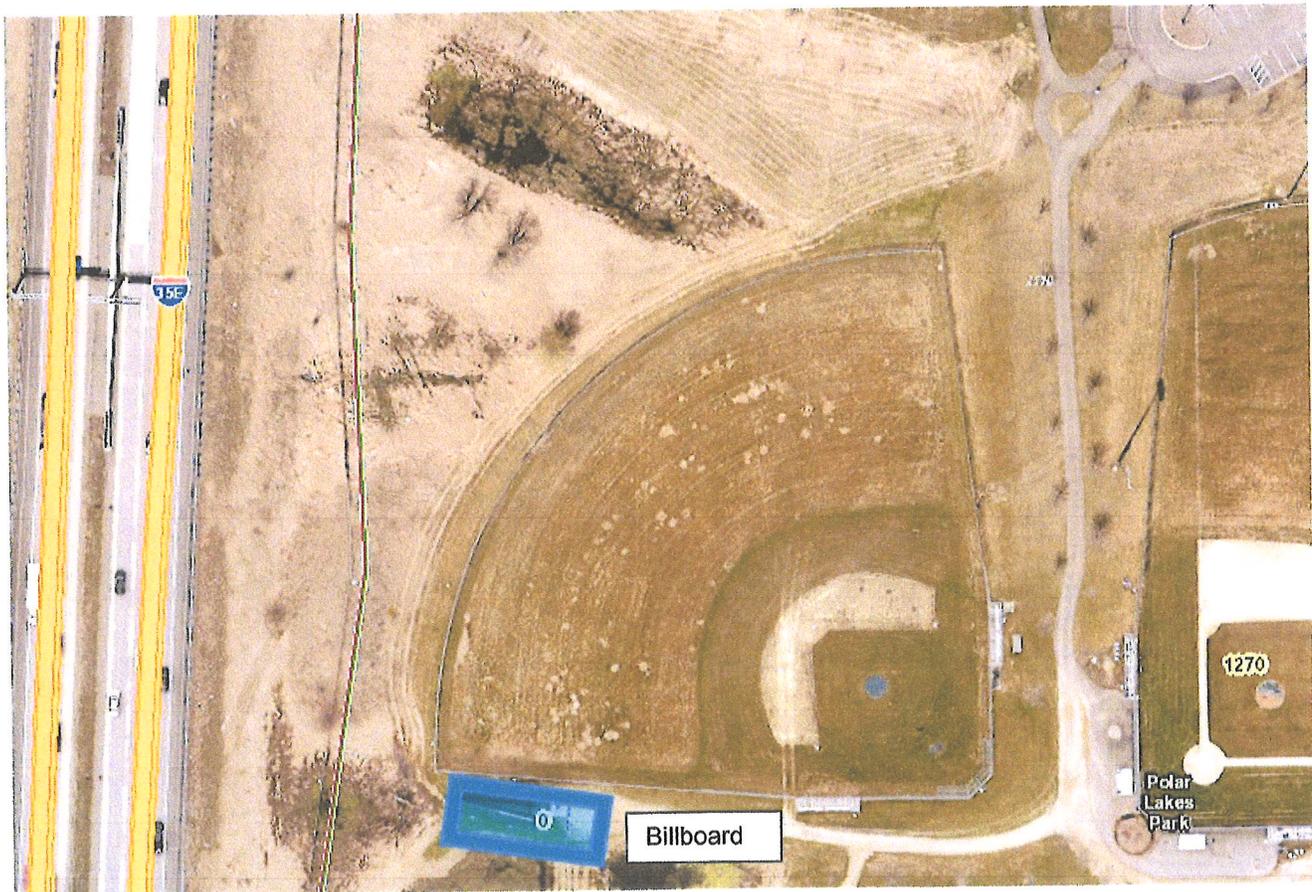


EXHIBIT B

**RENTAL TERMS & SCHEDULE
BASE RENT**

Tenant shall pay to Landlord, as base rent for the Term ("Rent"), the applicable annual amount set forth in the table below. Such Rent shall be payable in twelve (12) equal monthly installments on or before the first day of each month, commencing on the Rent Commencement Date (prorated for any partial months).

Lease year	2 static faces
1	\$ 30,000.00
2	\$ 30,600.00
3	\$ 31,212.00
4	\$ 31,836.24
5	\$ 32,472.96
6	\$ 33,122.42
7	\$ 33,784.87
8	\$ 34,460.57
9	\$ 35,149.78
10	\$ 35,852.78
11	\$ 36,569.83
12	\$ 37,301.23
13	\$ 38,047.25
14	\$ 38,808.20
15	\$ 39,584.36
16	\$ 40,376.05
17	\$ 41,183.57
18	\$ 42,007.24
19	\$ 42,847.39
20	\$ 43,704.34

EXHIBIT C

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, LLC
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by [INSERT LANDLORD'S NAME, INCLUDING "INC.," "LLC," ETC, AND STATE WHERE FORMED], _____, ("Landlord"), whose address is _____ and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"), whose address is _____ upon the following terms:

1. Landlord is the owner of the following described Property:

[INSERT LEGAL DESCRIPTION]

2. Landlord and Tenant have entered into that certain Insert Name of Lease, dated Insert Date (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning Insert Date, and continuing for a maximum period of _____, including extensions and renewals, if any.

[IF APPLICABLE: 3. Under the Lease, Tenant has an option to purchase the Property on terms set forth therein.]

[IF APPLICABLE: 4. Under the Lease, Tenant has a right of first refusal with respect to the Property on terms set forth therein.]

[IF APPLICABLE: 5. Under the Lease, Tenant has a right of first refusal to lease the Property following the termination of the Lease.]

[IF APPLICABLE: 6. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.

7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

CLEAR CHANNEL OUTDOOR, LLC LEASE AGREEMENT

Lease No: 11284

Lease Rep: Matthew Weiland

Effective Date: Click or tap to enter a date.

1. This Lease Agreement ("Lease") is effective Insert Date (the "Effective Date") and entered into between the Town of White Bear, a political subdivision of the State of Minnesota, ("Landlord") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 1281 Hammond Rd in the County of Ramsey in the State of Minnesota ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
2. This Lease shall be in effect commencing on the Effective Date for a term ("Term") that is twenty (20) years following the "Rent Commencement Date", defined as either (i) the first day of the month after the date construction of the Structures is completed and all requisite governmental and private permits and approvals are obtained for Tenant's operation of the Structures and the Structures are connected to a permanent power supply and capable of displaying digital advertising, or (ii) if this Lease is a renewal of an existing lease, the Rent Commencement Date shall also be the Effective Date.
3. Beginning on the Effective Date, Tenant shall pay Landlord rent in the amount of One Hundred Dollars (\$100.00) for the period of time prior to the Rent Commencement Date; if any. Beginning on the Rent Commencement Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth on Exhibit B attached hereto.
4. **Public Service Messages.** In addition to rent paid by Tenant to Landlord, in consideration for Tenant's use of the Property, Tenant shall allow White Bear Township to display public service messages on behalf of the Landlord ("Public Service Messages") on the digital display panels of the Structures for a period of up to twenty (20) hours per month (9,000 8-second spots) per digital display panel. The public service messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 a.m. time frame as the only time of delivery.

It is expressly understood and agreed that Public Service Messages may not include any names, logos or marks associated with any third party non-governmental person or entity or any products or any services associated with any third party non-governmental person or entity.

Landlord shall and hereby does agree to indemnify, defend and hold harmless Tenant for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney's fees), losses, actions, or liabilities arising from or in connection with any third party allegation that any portion of any Public Service Announcement provided by Landlord infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity obligation shall not include Tenant's lost profits or consequential damages.

If at any time in the future Tenant removes the digital or electronic sign face(s) from the Structures, the advertising slot commitments in this section shall be rendered null and void and Tenant will have no further obligation whatsoever to provide Landlord with any type of free advertising space. However, if at any time Tenant operates the Structures with digital or electronic technology, the advertising slot commitment shall remain in place.

5. **Message Content Restrictions.** Tenant further understands that the structures must be in conformance at all times with Landlord's Sign Ordinance that is in effect as of the date of this Lease. The Structures shall not display any of the following advertisement content:
 - (a) Any political candidate or political party, any political action committee, or any organization attempting to endorse any political candidate, political party, or political cause.

- (b) Any tobacco products or the use thereof, including, but not limited to, cigarettes, e-cigarettes, chewing tobacco, cigars, and any advertisement that tends to promote the use or consumption of tobacco products.
 - (c) Any alcoholic beverages or the use thereof, including, but not limited to, beer, wine, intoxicating liquor, and any advertisement that tends to promote the use or consumption of such alcohol.
 - (d) Any form of adult entertainment, including, but not limited to, adult bookstores, strip clubs, and any advertisement that tends to promote establishments that permit the sale or display of sexually explicit materials; and
 - (e) Any full or partial nudity.
 - (f) Any other products or businesses which the Landlord reasonably believes promotes acts which are contrary to the Landlord's public policy of promoting the health and welfare of its citizens.
6. This Lease shall continue in full force and effect for its initial term and thereafter the Lease shall be extended from year-to-year at the end of the term, upon the terms and conditions then in effect unless terminated by either party by written notice to the other party ninety (90) days prior to the end of the term or any subsequent one-year extension pursuant to this paragraph. During any term of this Lease and for a period of ninety (90) days following the expiration or earlier termination of this Lease, Landlord hereby grants to Tenant a right of first refusal, acceptance of which is exercisable at Tenant's sole discretion, to match the material terms of any offer acceptable to Landlord for the use or purchase of all or any portion of the Property (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to Tenant (the "Offer Documents"). Tenant shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to Landlord. If Tenant rejects the Offer and the Property transfers pursuant to the terms of the Offer, Landlord shall promptly notify Tenant of such transfer and provide Tenant with any relevant contact information of such new owner of the Property. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of the breach of this provision. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.
7. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.
8. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable;

or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

9. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) access to the Structures is unavailable or restricted, (c) electrical service or illumination is unavailable or restricted; (d) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (e) the Property becomes unsightly; (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (g) the Structures' value for advertising purposes is diminished; (h) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (i) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located (other than pursuant to mutual agreement); then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.
10. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining adjacent property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in Tenant's interests. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.
11. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend, indemnify and hold Tenant, its parents and affiliates harmless from any claims, demands, reasonable attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision and from all injuries to Structures or third persons resulting from the negligent acts or omissions of Landlord, Landlord's employees, agents, licensees and contractors. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property or third persons resulting from the negligent acts or omissions of Tenant, Tenant's employees, agents, licensees and contractors. Neither party shall be liable for damage resulting from Acts of Nature.
12. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant.
13. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.
14. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

15. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:
White Bear Township
Attn: Clerk - Treasurer
1281 Hammond Rd
White Bear Township, MN 55110

If to Tenant:
Clear Channel Outdoor, LLC
Attn: Vice President, Real Estate
3225 Spring St NE
Minneapolis, MN 55413

With a copy to:

With a copy to:
Clear Channel Outdoor, LLC
Attn: Legal Department
2325 East Camelback Road, Ste. 400
Phoenix, AZ 85016

16. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.
17. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord and Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature, including a limited power of attorney solely for such purpose or in the event Landlord is required to execute such memorandum in the jurisdiction in which the Structures are located, Landlord shall execute such memorandum within five (5) business days of written request from Tenant. Landlord understands that the terms of this Lease are proprietary and confidential, and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.
18. Tenant shall maintain the following insurance coverage in amounts not less than specified and shall furnish Landlord with Certificates of Insurance evidencing compliance with the following minimum provisions:
- a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable states.
 - b. Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence and \$2,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis.

- c. Automobile Liability Insurance with a limit of not less than \$1,000,000 combined and including all owned, non-owned and hired vehicles.
 - d. Umbrella Liability Insurance at not less than \$5,000,000 limit providing excess coverage.
 - e. Additional Insured Requirement: All policies above, with the exception of Workers' Compensation shall be endorsed to name Landlord as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of Tenant's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of Landlord and a 30-day Notice of Cancellation. Tenant shall provide a Certificate of Insurance with pertinent endorsements attached.
 - f. Landlord shall maintain Liability and Property insurance coverage for Landlord's operations and activities and shall include a Waiver of Subrogation in favor of Tenant. Landlord shall provide Tenant a Certificate of Insurance upon execution herein and annually thereafter. Landlord agrees to require other neighboring tenants to maintain adequate liability insurance for their operations. Landlord shall maintain General Liability, Auto Liability, Workers' Compensation and Property Coverage, as applicable, for Landlord's operations and services provided on behalf of Landlord. Landlord shall provide Certificates of Insurance evidencing such coverage upon execution of said document and annually thereafter. Landlord shall also require any contractors providing work or services on behalf of Landlord to maintain adequate insurance for contractors' activities.
19. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

TENANT:
CLEAR CHANNEL OUTDOOR, LLC

By: _____
Name: _____
Its: _____

Telephone No. _____
Facsimile No. _____

LANDLORD:
Town of White Bear, MN

By: _____
Name: _____
Its: _____

Telephone No. _____
Facsimile No. _____
Tax ID No. _____

EXHIBIT A

**LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER**

Parcel ID: 163022110007

Panel ID	Panel Description
092805	I-35E ES 1mi N/O CR 96 (Loc #3) F/N - 1
092806	I-35E ES 1mi N/O CR 96 (Loc #3) F/S - 2

Legal Description: That part of the North ½ of the Northeast ¼ of Section 16, Township 30, Range 22, described as follows: Beginning at a point in the Easterly right to way line of Interstate Highway 35E , distant 13.90 feet South of the North line of said Northeast ¼; thence Southerly along said right of way line a distance of 35 feet ; thence at a right angle Easterly 90 feet; thence at a right angle Northerly 35 feet thence at a right angle Westerly 90 feet to the point of beginning. Subject to a utility easement over the Easterly 10 feet of the westerly 43 feet thereof and over the Northerly 10 feet thereof



EXHIBIT B

**RENTAL TERMS & SCHEDULE
BASE RENT**

Tenant shall pay to Landlord, as base rent for the Term ("Rent"), the applicable annual amount set forth in the table below. Such Rent shall be payable in twelve (12) equal monthly installments on or before the first day of each month, commencing on the Rent Commencement Date (prorated for any partial months).

Lease year	2 Digital Faces	2 static faces
1	\$ 80,000.00	\$ 30,000.00
2	\$ 81,600.00	\$ 30,600.00
3	\$ 83,232.00	\$ 31,212.00
4	\$ 84,896.64	\$ 31,836.24
5	\$ 86,594.57	\$ 32,472.96
6	\$ 88,326.46	\$ 33,122.42
7	\$ 90,092.99	\$ 33,784.87
8	\$ 91,894.85	\$ 34,460.57
9	\$ 93,732.75	\$ 35,149.78
10	\$ 95,607.41	\$ 35,852.78
11	\$ 97,519.55	\$ 36,569.83
12	\$ 99,469.94	\$ 37,301.23
13	\$ 101,459.34	\$ 38,047.25
14	\$ 103,488.53	\$ 38,808.20
15	\$ 105,558.30	\$ 39,584.36
16	\$ 107,669.47	\$ 40,376.05
17	\$ 109,822.86	\$ 41,183.57
18	\$ 112,019.31	\$ 42,007.24
19	\$ 114,259.70	\$ 42,847.39
20	\$ 116,544.89	\$ 43,704.34

EXHIBIT C

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, LLC
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by [INSERT LANDLORD'S NAME, INCLUDING "INC.," "LLC," ETC, AND STATE WHERE FORMED], _____, ("Landlord"), whose address is _____ and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"), whose address is _____ upon the following terms:

1. Landlord is the owner of the following described Property:

[INSERT LEGAL DESCRIPTION]

2. Landlord and Tenant have entered into that certain Insert Name of Lease, dated Insert Date (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning Insert Date, and continuing for a maximum period of _____, including extensions and renewals, if any.

[IF APPLICABLE: 3. Under the Lease, Tenant has an option to purchase the Property on terms set forth therein.]

[IF APPLICABLE: 4. Under the Lease, Tenant has a right of first refusal with respect to the Property on terms set forth therein.]

[IF APPLICABLE: 5. Under the Lease, Tenant has a right of first refusal to lease the Property following the termination of the Lease.]

[IF APPLICABLE: 6. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.

7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]



**Town Board Meeting
April 6, 2020**

Agenda Number: 7 – Public Hearings

Subject: SMC, 5800 & 5858 Centerville Road – Continue Continuation of Hearing – Wetland Permit to Allow Filling & Mitigation

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

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

Based on Staff Review & Recommendation Continue the Continuation of the Wetland Hearing to Allow Filling & Mitigation @ 5800 & 5858 Centerville Road & In Accordance with Ordinance No. 35, Section 9-9.3(1).(2) for Six Months to October 5, 2020 @ 7:00 p.m. @ Heritage Hall, to Allow for Establishment of Vegetation

Minutes
October 7, 2019

SMC, 5800 & 5858 CENTERVILLE ROAD – REQUEST FOR: 1) WETLAND PERMIT TO ALLOW FILLING & MITIGATION; 2) MINOR SUBDIVISION; 3) PERMITTED USE STANDARDS PERMIT TO ALLOW CONSTRUCTION OF TWO ADDITIONAL MANUFACTURING/OFFICE BUILDINGS & AN ADDITION TO BUILDING AT 5800 CENTERVILLE ROAD: Ruzek moved to note proper publication of the hearing notice in the newspaper & waive reading of notice. McCune seconded. Ayes all. Ruzek moved to open the public hearing. McCune seconded. Ayes all.

The Town Planner refreshed the Board's memory on SMC and the current proposal of adding two additional buildings and adding on to a current building, as this public hearing is a continuation of

September 16th's meeting. The Permitted Use Standards Permit is needed to oversee progress on the proposal to build 121,728 square feet of building appropriately. It was noted that the concerns the Town Engineer had have been addressed and the retaining wall has been fixed.

The Wetland Permit will be needed to fill the 63,228 square feet of wetland in order to construct the building. With the 2:1 ratio, SMC will add 115,220 square feet in wetland, wetland buffer, or will purchase wetland credits if they cannot meet the requirements. It was noted that with the retaining wall the Town requires a setback of 20 feet for the wetland buffers. However, with this in mind, SMC will not be able to complete the wetland replacement requirements. It was decided that it is better for all of the wetland to be on the property, and so a variance from section 5-2.10 of Ordinance No. 87 is also necessary so the 20-foot setback requirement from the retaining walls can be overruled, since it isn't needed for a safety issue. It was noted that the other agencies involved have reviewed the proposal and approved it.

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

Neighbor Ray Siebenaler owns the 10 abutting (5776 Centerville Rd) acres was present. He stated that the engineers worked with him and raised the curb by half a foot, ensuring the water would not top over the curb unless it rained 8.1 inches in a 24-hour period, in which case there would be a lot of general flooding. Siebenaler also wanted to state that SMC is a good neighbor.

Kent Brunner, the CFO of SMC, was present to answer any questions or comment on the discussion. He stated that SMC started this project on October 18, 2018, and it is nice to see it so close to finished on this end of things. This agenda item will be continued until the first Town Board meeting in April 2020.

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

Ruzek moved based on Planning Commission & staff review & recommendation approve the wetland permit to allow filling & mitigation & in accordance with Ordinance No. 35, Section 9-9.3(1).(2) continue the public hearing six months to Monday, April 6, 2020 @ 7:00 p.m. at Heritage Hall noting that the wetland may not be established so a continuation may be necessary. McCune seconded. Ayes all.

Ruzek moved based on Planning Commission & staff review & recommendation approve the minor subdivision. McCune seconded. Ayes all.

Ruzek moved based on Planning Commission & staff review & recommendation approve the Permitted Use Standards Permit with attached requirements as submitted. McCune seconded. Ayes all.

Ruzek moved based on Planning Commission & staff review & recommendation approve the variance from section 5-2.10 of Ordinance No. 87. McCune seconded. Ayes all.

Minutes
Town Board Meeting
September 16, 2019

SMC, 5800 & 5858 CENTERVILLE ROAD – REQUEST FOR: 1) WETLAND PERMIT TO ALLOW FILLING & MITIGATION; 2) MINOR SUBDIVISION; 3) PERMITTED USE STANDARDS PERMIT TO ALLOW CONSTRUCTION OF TWO ADDITIONAL MANUFACTURING/OFFICE BUILDINGS & AN ADDITION TO BUILDING AT 5800 CENTERVILLE ROAD: Ruzek motioned to note proper publication of the hearing notice in newspaper & waive reading of notice. McCune seconded. Ayes all. Ruzek motioned to open the public hearing. McCune seconded. Ayes all.

The Town Planner introduced SMC and the current proposal of adding two additional buildings and adding on to a current building. The Minor Subdivision request would change the property from an "outlot" to "Lot 1, Block 1, SMC Second Addition". The Wetland Permit would be needed to fill and mitigate wetland on the property. The previous regulation used to delineate wetland 1:1, but currently is 1:0.75 per square foot, so SMC will actually be creating more wetland, filling 63,228 square feet, adding 115,220. This is shown in the shaded areas of the map. SMC will also use a few wetland buffers to achieve the 2-1 ratio. The Permitted Use Standards Permit and a Zoning Ordinance amendment are also requested.

Because an empty adjacent back lot requires increased setback for driveways and back lots, the Planning Commission did not approve of the amendment due to the back lot remaining vacant, it is not residentially used or zoned. If there was an industrial building in that back lot the setback would be 15 feet for the drive lane, whereas if there was a residential property the setback would be 20 feet.

The proposals come with full landscape and engineering plans. The landscape plan does meet the requirements; parking requirements based on sizes of buildings are being met. There was discussion of the private road in SMC, and it will remain private, never to become a public road. There was discussion of grading.

The Town Engineer stated the components design wise, storm pipes, drainage, Hydrology, and buffer requirements that aren't being met to the Town's standards. VLAWMO has accepted the proposal, the Army Core of Engineers are reviewing the proposal, SEH is reviewing the proposal. There was discussion in timing; Riedesel stated that the smaller details will be ironed out in the next few weeks.

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

Clark Wicklund from Alliant Engineering was present to address some of the Town Engineer's concerns. He has been on the project since the beginning in 2007. Wicklund discussed the buffer of the wetland, stating that VLAWMO approved, and discussed this subject at length with the Army Core of Engineers, DNR, and BOWSR. The reason for it is because they can't mow so closely to the created wetland. He noted that the Army Core individual permit will be issued this month. It was also noted that this overall project is now seeing "as much as twice as many" wetlands because of the ditch that was filled by the neighbors in the 90's to construct their dirt bike trail, however, SMC hasn't requested exemption or asked for any other party to take care of the issue.

In regards to the TKDA analysis, the buffer was discussed with the Town Planner as were all of the items on the TKDA list with the Township. It was noted that the water quality will be very high due to the practical difficulty to get the water off of the site, accepted by VLAWMO.

Neighbor Ray Siebenaler, who owns the abutting 10 acres, stated that the Planning Commission approved the proposal predicated on the retaining wall near the corner of their property. It was noted that they aren't getting water now, but that they don't want to get water. Siebenaler stated that the 100 years storm is 6.6" of rainfall within 24 hours, while he said nearly happened a couple times this year. The engineers from Alliant showed Siebenaler the current plans that do have a small retaining wall. It was the consensus that SMC staff and Alliant Engineers will meet with the neighbors to ensure their comfort moving forward.

There was discussion about Storm Water Management Ordinance number 87, and that there needs to be clarification on what this buffer, retaining wall, is and how it will impact the wetlands. Tony Kaster, a wetland scientist with Alliant Engineering stated that the reason behind the motivation for the retaining walls around the mitigated wetland is to minimize impacts. VLAWMO and the Corp of Army Engineers accepted that proposal. He showed on the map that green is mitigated wetland, they've

designed it to be a wet meadow saturated to the surface with grasses, sedges, wild flowers, etc. The blue areas have 6 inches of standing water. The goal, Kaster said, is to replace the impacted wetlands with the same type of wetlands, though it doesn't have to be all cattails and running wild, like when one thinks of wetlands. These mitigated wetlands will have sandy soils so the water levels will stay around 6 inches in those areas, and just on the surface in the other areas. The Board appreciated the clarification, as they want to ensure public safety.

Ruzek motioned to Close Public Portion of Hearing. McCune seconded. Ayes all. Ruzek made a motion to continue the public hearing until the Town Board meeting of October 7th to discuss the projects of SMC, 5800 & 5858 Centerville Road. McCune seconded. Ayes all.



Public Notice

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

- Wetland Permit to Allow Filling & Mitigation

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

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

(5800 & 5858 Centerville Road)

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

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

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.A – New Business

Town Planner Item:

**Subject: 8:30 a.m. – Hockey Day Minnesota – Telephone
Overview**

Documentation: None

Action / Motion for Consideration:

Telephone Presentation at Meeting / Discuss



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.B – New Business

Town Planner Item:

Subject: Rush Line Corridor – Adopt Resolution of Support

Documentation: Email / Resolution of Support

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Adopt the Resolution of Support for the Rush Line Bus Rapid Transit Project 15 Percent Plans Within White Bear Township

Ruzek – Moves

McCune - Seconds

Patti Walstad

From: Tom Riedesel
Sent: Thursday, March 26, 2020 8:57 AM
To: Patti Walstad
Cc: Pat Christopherson
Subject: FW: timeline for municipal approval of 15% rush line plans
Attachments: 15% Rush Line Plans Resolution of Support Template.docx

Patti,
This should be added to the T. B. Agenda. Is there a way that the Board can review the plans electronically? (see the click here option below).
Only a small portion of the planned bus corridor is within the Towns boundry. That area is on the north side of I 694 up to Buerkle Rd. No corridor maintenance is expected of the Towns Public Works staff.
There are quite a few changes planned in the City of WBL along the Hwy. 61 corridor.
Tom

From: Gitzlaff, Andrew J [mailto:andrew.gitzlaff@CO.RAMSEY.MN.US]
Sent: Wednesday, March 25, 2020 11:24 AM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Cc: Alarcon, Frank J <frank.alarcon@CO.RAMSEY.MN.US>; Fitzgerald, Cassie <cassie.fitzgerald@co.ramsey.mn.us>; Dammel, Rachel <Rachel.Dammel@kimley-horn.com>; Witzig, Jeanne <Jeanne.Witzig@kimley-horn.com>
Subject: FW: timeline for municipal approval of 15% rush line plans

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

Tom,
Here is the resolution template for support for the 15% rush line plans. This has been modeled after what was done for the Gold Line BRT project. [Click here](#) to download the 15 percent plans. These have been updated based on the comments received from local partners last Fall. Ramsey County is requesting that all our local partners support the updated plans.

We would like to setup a call to discuss next steps for approval, including identifying a township meeting for approval along with any other briefings that you feel would be helpful.

Below are some times that work for our team

Thursday 3/26 10:30-1 or 3-4
Friday 3/27 11 AM – 3 PM
Mon 3/30 11-12 or 2:30-4
Tues 3/31 8-10 or 11-12
Wed 4/1 8-10 or 11-1
Thurs 1:30-3
Fri 4/3 9:30 – 1 PM.

Andrew J. Gitzlaff, AICP, LEED AP | Senior Transportation Planner
Ramsey County
Economic Growth and Community Investment Service Team

Public Works Department - Multimodal Planning
Union Depot, Suite 200
214 4th St. E
Saint Paul, MN 55101
651-266-2772

andrew.gitzlaff@co.ramsey.mn.us

www.ramseycounty.us

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON APRIL 6, 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 the Township Administrative Office in said Town on April 6, 2020.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

RESOLUTION OF SUPPORT FOR THE RUSH LINE BUS RAPID
TRANSIT PROJECT 15 PERCENT PLANS WITHIN WHITE BEAR
TOWNSHIP

WHEREAS, Ramsey County is leading the design of the Rush Line Bus Rapid Transit Project ("Project") through the Environmental Analysis Phase; in partnership with the Minnesota Department of Transportation (MnDOT), the Metropolitan Council and its Metro Transit division (Metropolitan Council), Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake and White Bear Township ("Municipalities"); and

WHEREAS, the Environmental Analysis Phase includes the preparation of an Environmental Assessment in partnership with MnDOT, the Metropolitan Council and the Municipalities; and

WHEREAS, Ramsey County has been working collaboratively with MnDOT, the Metropolitan Council and the Municipalities and other stakeholders over the previous two years to resolve issues and develop a scope of work of project components (known as the 15% plans) for evaluation in the Environmental Assessment; and

WHEREAS, residents and businesses have participated in numerous committees, community meetings, pop-up events, and other public forums to provide feedback and assist with developing the 15 percent plans; and

WHEREAS, the White Bear Township staff has reviewed the 15 percent plans and has provided comments and direction on plan refinements; and

WHEREAS, Ramsey County has worked collaboratively with MnDOT, Metropolitan Council, and the Municipalities to address staff comments on the 15 percent plans: and



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.C – New Business

Town Planner Item:

Subject: Polar Lakes Park Restroom RFB - Approve

Documentation: Request For Bids (RFB)

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Recommendation Approve the Request for Bids for the Materials & Construction of a Restroom Building at Polar Lakes Park, 1280 Hammond Road



WHITE BEAR TOWNSHIP
1281 Hammond Road
White Bear Township, MN 55110
Phone: 651.747.2750
Fax: 651.426.2258
www.ci.whitetownship.org

**Request for Bids
To Provide the Materials & Construct
A Restroom Building
At Polar Lakes Park, 1280 Hammond Road**

I-1 – Purpose:

The purpose of this Request for Bids is to solicit bid proposals from qualified firms interested in constructing a restroom building at Polar Lakes Park, 1280 Hammond Road.

II – Scope of Work:

The selected firm shall construct a restroom structure which may be a prefabricated structure containing three men's room toilets and three women's room toilets. The restroom building shall be consistent in design to a "Romtec Siera IV" Model 2081, or Public Restroom Company FAM-154-2FAM.

The design of such restroom shall meet the following specifications:

1. Building exterior to match existing picnic shelter(s) – Brick wainscoat with lap siding to match existing shelter buildings in Polar Lakes Park. To be verified with Owner.
2. Six total toilets – 3 men's/3 women's
3. Four sinks
4. Approximate size of building – 20' x 28'
5. Standing seam metal roof, color to match picnic shelter (26 gauge) – (green)
6. Roof cantilever over entryways 5' minimum – If pillars are required for support of roof cantilever? Then match rockface block pillars on existing Park Shelters.
7. 6' x 8' wing walls (2) – constructed of block to match the building
8. 18" x 36" stainless steel mirrors (4 total)
9. Three roll toilet paper dispensers (6 total)
10. Wall mount towel dispensers (2) – stainless steel (approx. 8" x 11")
11. Wall mount seat cover dispenser (2)
12. Wall mount stainless steel soap dispenser
13. Diaper deck wall mount plastic (2)
14. Electronic locks to match Public Works Building Access doors (2)
15. Anti-graffiti paint (2 coats)
16. Stainless steel wall mount toilets

17. Toilet flush valves – concealed, sensor valve – low flow
18. Stainless steel, back supply urinals chrome concealed, hydraulic and push button activated – low flow
19. Stainless steel, wall mount sinks (4)
20. Motion sensor faucets, hardwired w/transformer
21. Utility sink – 24" x 24" mop sink – faucet, holder and guard
22. Instant water heater – 9.5 kw
23. Room ventilation – (Romtec 6.1 exhaust system or similar)
24. External lighting – wall mount light, vandal resistant LED (4 locations)
25. Internal lighting – wall mounted, light vandal resistant LED
26. Mechanical room light – 48" florescent
27. Breaker panel – 100 amp 3 phase breaker panel
28. Fast air hand dryer (2)
29. 2 – 10" solar tube skylights
30. Glulam beams
31. Roof - wood truss, 2" x 4" with 16" tails and insulation – pitch = 6/12
32. Door frames – 7 3/4" hurricane rated door frames x 14 gauge hollow metal
33. Door equals – 16 gauge honeycomb steel hurricane rated door
34. Door hinge – 4.5 x 4.5 stainless steel ball bearing, non-removable pin hinged
35. Door closer – Allegion LCN-4111 series door closer
36. Kick plate, threshold sweep
37. Door locks – pull/pull w/deadbolt lock – stainless steel
38. Bathroom partitions – block partitions with stainless steel doors
39. Steel finishes – powder coat with undercoating
40. Interior finish walls – latex epoxy paint
41. Interior floor finish – sealed concrete
42. Construction of a 42" frost wall with 8" footing. Followed by a 4" thick slab, with a 6" class five base, matching the area of the foundation dimension. A 4" thick concrete pad placed 1' foot beyond roof overhangs and 1' beyond entry wing walls.
43. Extend water line so it is 10' from the building – Connection to the service line will be a separate contract
44. Extend sewer line so it is 10' from the building – Connection to the service line will be a separate contract
45. Installation/construction of the restroom building

Construction to begin the week of September 20, 2020, with completion by May 15, 2021.

Bid Deadline:

The Township will receive sealed bids for the construction of the restroom building until 10 a.m. local time on Friday, May 15, 2020, at which time & place they will be publicly opened & read aloud.

The Township reserves the right to reject any & all bids & waive any formalities in the bidding.



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.D – New Business

Town Planner Item:

Subject: SMC, 5800/5858 Centerville Road – Approve Operation & Maintenance Agreement for Stormwater Facilities

Documentation: Operation & Maintenance Agreement for Stormwater Facilities w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the Operation & Maintenance Agreement for Stormwater Facilities at SMC, 5800/5858 Centerville Road

OPERATION AND MAINTENANCE AGREEMENT FOR STORMWATER FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the White Bear Township, a municipality under the laws of the State of Minnesota (hereinafter, "Township"), and Specialty Manufacturing (hereinafter, "Landowner").

Purpose. The Township has determined that it is consistent with the Township's plans, regulations, purposes and goals to allow for private stormwater facilities for the property shown on and described in Figure 1 ("Property"), attached hereto.

It is understood that the Landowner shall be responsible for installing stormwater inlet structures, rain guardian turrets, sand filtration system, and outlet structures, ("Facilities") as shown on Exhibit A attached hereto. The Landowner shall also be responsible for the cost associated with cleaning and maintaining the Facilities to the standards detailed in the maintenance schedule attached hereto as Exhibit A.

The Township shall not be responsible for the initial cost of installing the Facilities nor for any cleaning and maintenance costs which shall be the sole responsibility of the Landowner.

1. Responsibilities of the Parties.

- a) The Landowner shall be responsible for all costs related to the installation of the Facilities described in Exhibit A.
- b) The Landowner shall be responsible for the payment of the costs associated with the annual cleaning and maintenance of the Facilities and shall arrange for a qualified party to perform the tasks described in Exhibit A. If the property is owned by a Condominium or Home Owners Association or other similar entity, the owner will cause the obligations of this Agreement to be performed in accordance with the governing documents of that organization.
- c) By September 30th of each year, the Landowner shall provide the Township with an annual inspection report of the maintenance work performed in the prior year and work to be performed in the current year.
- d) The Landowner agrees that the Township may, from time to time, inspect the facilities to determine whether or not the facilities are being maintained and are operating properly.

2. Inspection Report. By September 30th of each year, the Landowner will submit to the Township, a report listing the inspection dates, facility conditions and maintenance actions performed the previous year. The inspection reports shall be submitted in accordance with the maintenance schedule outlined in Exhibit A.

3. Right of Access. The Landowner hereby grants to the Township the right to enter onto the property to inspect and monitor the Facilities. In the event the Landowner is not maintaining the Facilities in accordance with this agreement, the Township may issue written notice to the Landowner detailing the repairs or maintenance required. The Landowner shall have thirty (30) days in which to perform said repairs or maintenance. If the Landowner fails to perform said repairs or maintenance thirty (30) days after receiving said notice, the Township may enter onto the property to perform said repairs or maintenance necessary to make the system work to its full capacity. The Landowner shall be responsible to the Township for any and all fees and costs associated with said repairs or maintenance and shall reimburse the Township or Watershed District within thirty (30) days of receipt of invoices for costs incurred.

4. Binding Effect. The terms and provisions of this Agreement are hereby deemed to constitute covenants that run with the land and shall be binding in perpetuity on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns. References herein to Landowner, if there be more than one, shall mean all of them. This Agreement shall be filed of record so as to give notice thereof to subsequent purchasers and encumbrancers of all or any part of the Property.

The Landowner hereby consents to the recording of an executed copy of this Agreement with the Ramsey County Recorder's Office; the filing cost of which shall be borne by the Landowner.

If the use of the Property changes so that the Facilities are rendered as unnecessary, or are replaced by other facilities approved by the Township and the Watershed District, a termination of this agreement must be consented to by both parties and shall be filed with the County.

5. Notices. Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such shall be sent by certified mail, return receipt requested, or delivered personally, to the following addresses:

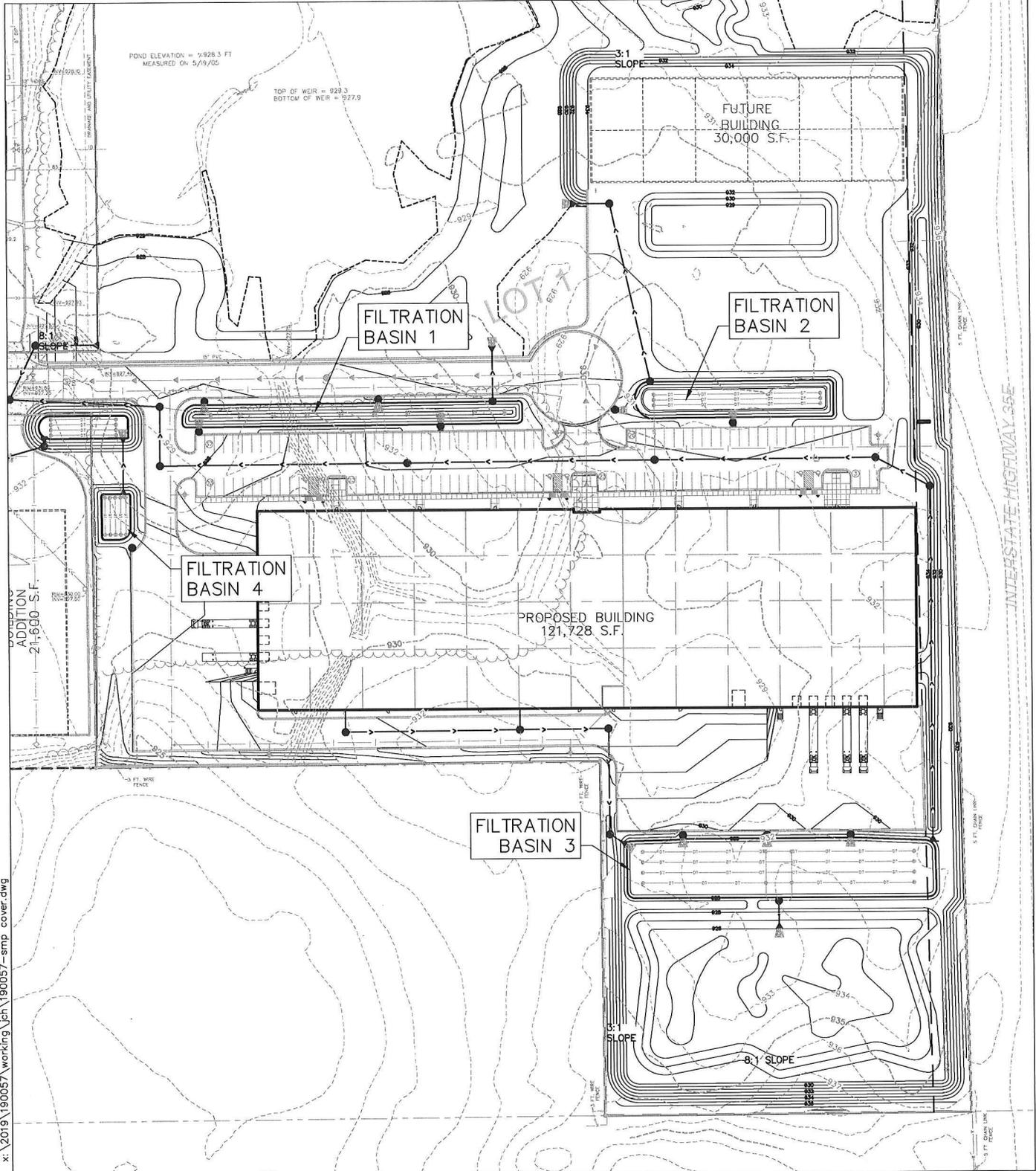
As to the Township:
Town Engineer
White Bear Township Public Works
1283 Hammond Road
White Bear Township, MN 55110

As to the Landowner:
Specialty Manufacturing
5858 Centerville Road
St. Paul, MN 55127

IN WITNESS WHEREOF, the Township and Landowner have caused this Agreement to be duly executed on the day and year first above written.

LANDOWNER

STATE OF MINNESOTA



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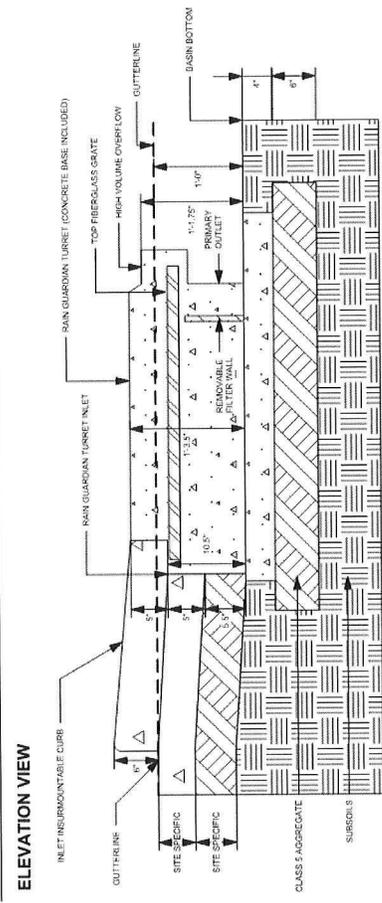
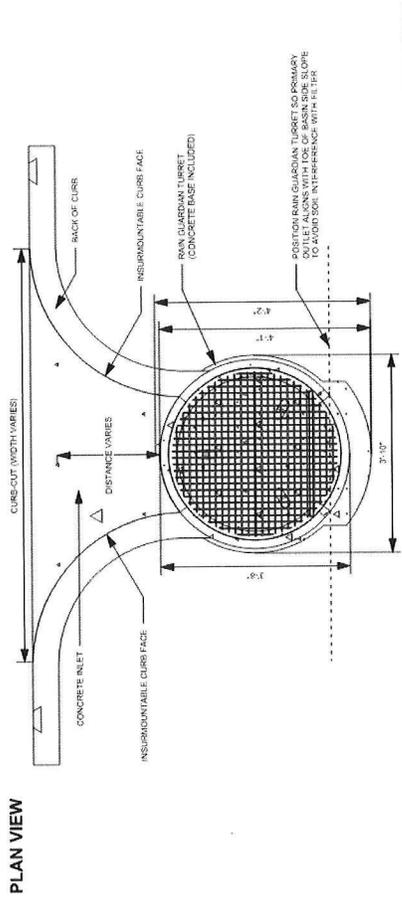
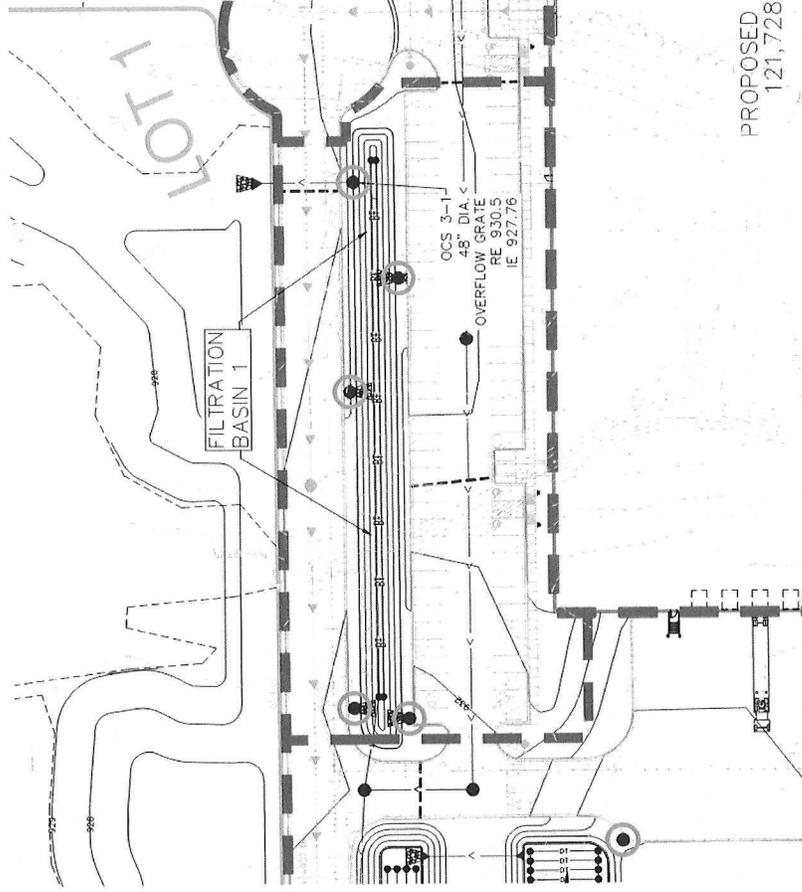
SPECIALTY MANUFACTURING
 WHITE BEAR TOWNSHIP, MN

EXHIBIT A
 OPERATION AND MAINTENANCE PLAN



Surface Waters and Sewers Stormwater Operation and Maintenance Plan

BMP: Filtration Basin 1



BMP ID:	Inspection Frequency:
Location:	As required per inspection activity
Between driveway and parking lot	

Description of Device: Rain guardian turrets pre-treat stormwater for coarse debris, floatables, and finer particles before it enters the filtration basin BMP. Stormwater filters through the basin sand layer before outletting through perforated underdrain.

Structure Access: Through top casting.

Notes and Comments: There are four rain guardian turrets and one outlet control structure associated with this basin.

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Site ID:		Filtration Basin 1			
Inspection Date / / 20		Inspector:			
Inspection Activity	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman
Debris cleanout	Monthly	Contributing areas clean of litter and vegetative debris Basin surface clean Inlets areas clear Overflow spillway clear	Remove trash or debris	Yes <i>No</i>	/ / 20 Responsible Party:
Vegetation	Monthly	Mowing done per O&M plan Minimum mowing depth not exceeded Undesirable vegetation removed No evidence of erosion	Stabilize and mow contributing areas, with clippings removed Stabilize any eroded areas	Yes <i>No</i>	/ / 20 Responsible Party:
Sediment cleanout of basin	Annually	Fertilized per O&M plan No evidence of sedimentation in sand filter Sediment accumulation doesn't yet require cleanout Winter accumulation of sand removed each spring	Remove accumulated sediment as necessary	Yes <i>No</i>	/ / 20 Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Site ID: Filtration Basin 1 Rain Guardian Turrets and OCS (5 structures)					
Inspector:					
Inspection Date / / 20	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman
Debris and sediment accumulation	Monthly	Obviously trapping sediment Ensure flow is not bypassing the facility Greater than 50% storage volume remaining	Remove trash or debris Remove accumulated sediment as necessary	<i>Yes No</i>	/ / 20 Responsible Party:
Inspection of all components	Annually	Inspect grates, inlets, outlets, and filter walls to ensure good condition Check for missing components	Repair or replace any damaged or missing components	<i>Yes No</i>	/ / 20 Responsible Party:
Structural inspection	Annually	No evidence of deterioration, spalling or cracking of concrete	Repair or replace any damaged structural parts	<i>Yes No</i>	/ / 20 Responsible Party:
Standing water	Annually	Check for standing water in turret	Clear cause for standing water (clogs, debris, etc.)	<i>Yes No</i>	/ / 20 Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Filtration Basin 2					
Site ID:		Inspector:			
Inspection Date	/	/	20		
Inspection Activity	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Completed/Responsible Foreman
Debris cleanout	Monthly	Contributing areas clean of litter and vegetative debris Basin surface clean Inlets areas clear Overflow spillway clear	Remove trash or debris	Yes <i>No</i>	/ / 20 Responsible Party:
Vegetation	Monthly	Mowing done per O&M plan Minimum mowing depth not exceeded Undesirable vegetation removed No evidence of erosion	Stabilize and mow contributing areas, with clippings removed Stabilize any eroded areas	Yes <i>No</i>	/ / 20 Responsible Party:
Sediment cleanout of basin	Annually	Fertilized per O&M plan No evidence of sedimentation in sand filter Sediment accumulation doesn't yet require cleanout Winter accumulation of sand removed each spring	Remove accumulated sediment as necessary	Yes <i>No</i>	/ / 20 Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Outlets/overflow spillways	Annually	No evidence of underdrain blockages or clogging No evidence of overflow erosion Good condition, no need for repair	Clean out any blockages with cleanouts Stabilize any eroded areas	Yes No	
Standing water	Annually	Check for standing water in basin	Clear cause for standing water (clogs, debris, etc.)	Yes No	/ / 20 Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Filtration Basin 2 Rain Guardian Turrets and OCS (3 structures)						
Inspector:						
Site ID:	Inspection Date / / 20	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman
Debris and sediment accumulation	Monthly	Obviously trapping sediment Ensure flow is not bypassing the facility Greater than 50% storage volume remaining	Remove trash or debris Remove accumulated sediment as necessary	Yes No	/ / 20	Responsible Party:
Inspection of all components	Annually	Inspect grates, inlets, outlets, and filter walls to ensure good condition Check for missing components	Repair or replace any damaged or missing components	Yes No	/ / 20	Responsible Party:
Structural inspection	Annually	No evidence of deterioration, spalling or cracking of concrete	Repair or replace any damaged structural parts	Yes No	/ / 20	Responsible Party:
Standing water	Annually	Check for standing water in turret	Clear cause for standing water (clogs, debris, etc.)	Yes No	/ / 20	Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Site ID:		Filtration Basin 3			
Inspection Date / / 20		Inspector:			
Inspection Activity	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman
Debris cleanout	Monthly	Contributing areas clean of litter and vegetative debris Basin surface clean Inlets areas clear Overflow spillway clear	Remove trash or debris	Yes No	/ / 20 Responsible Party:
Vegetation	Monthly	Mowing done per O&M plan Minimum mowing depth not exceeded Undesirable vegetation removed No evidence of erosion	Stabilize and mow contributing areas, with clippings removed Stabilize any eroded areas	Yes No	/ / 20 Responsible Party:
Sediment cleanout of basin	Annually	Fertilized per O&M plan No evidence of sedimentation in sand filter Sediment accumulation doesn't yet require cleanout Winter accumulation of sand removed each spring	Remove accumulated sediment as necessary	Yes No	/ / 20 Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

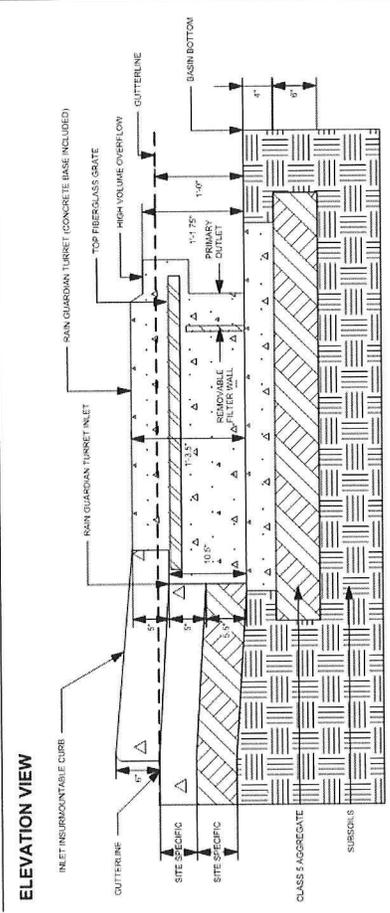
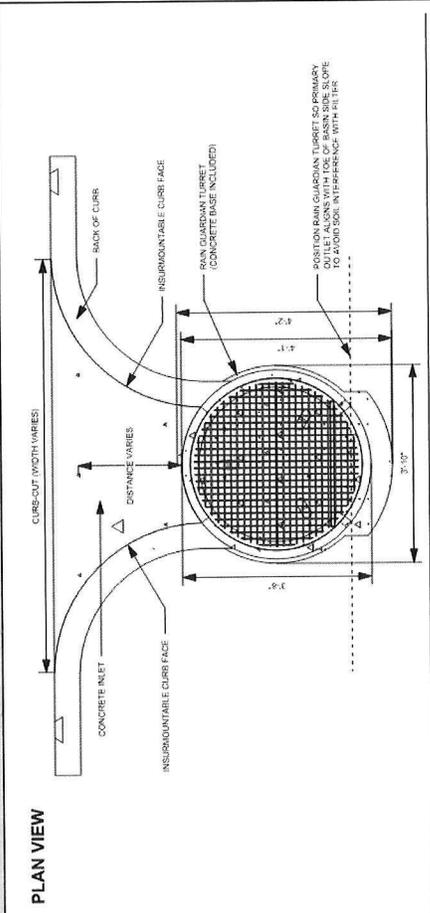
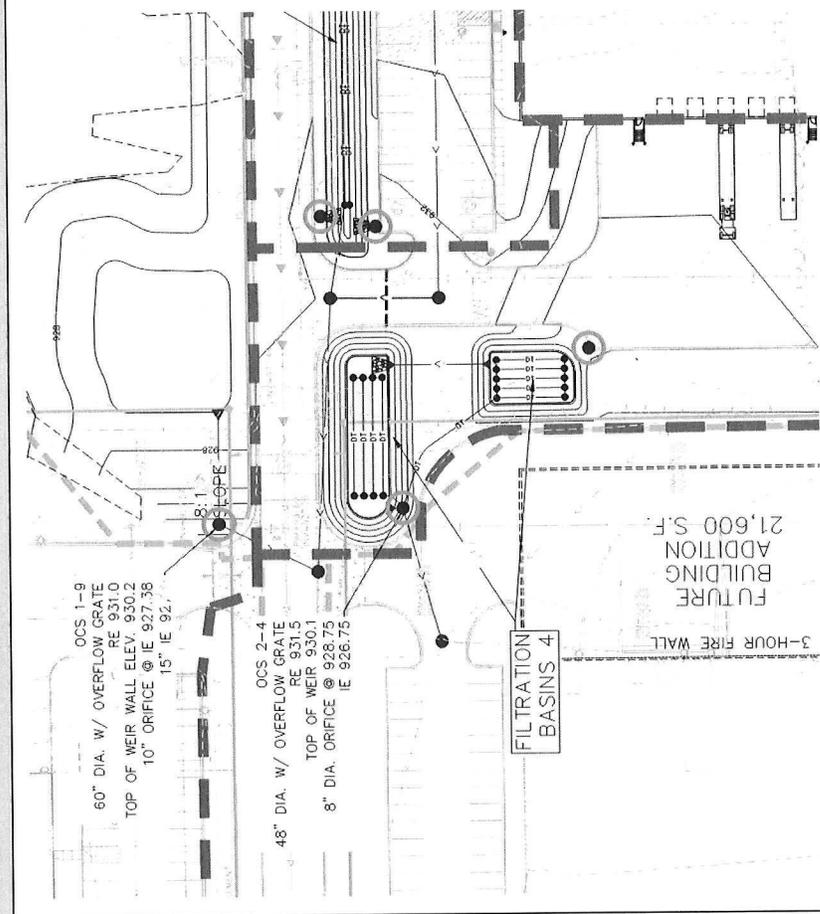
Outlets/overflow spillways	Annually	No evidence of underdrain blockages or clogging No evidence of overflow erosion Good condition, no need for repair	Clean out any blockages with cleanouts Stabilize any eroded areas	Yes No	
Standing water	Annually	Check for standing water in basin	Clear cause for standing water (clogs, debris, etc.)	Yes No	/ / 20 Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Filtration Basin 3 Rain Guardian Turrets and OCS (5 structures)						
Inspector:						
Site ID:	Inspection Date / / 20	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman
Debris and sediment accumulation	Monthly	Obviously trapping sediment Ensure flow is not bypassing the facility Greater than 50% storage volume remaining	Remove trash or debris Remove accumulated sediment as necessary	Yes No	/ / 20	Responsible Party:
Inspection of all components	Annually	Inspect grates, inlets, outlets, and filter walls to ensure good condition Check for missing components	Repair or replace any damaged or missing components	Yes No	/ / 20	Responsible Party:
Structural inspection	Annually	No evidence of deterioration, spalling or cracking of concrete	Repair or replace any damaged structural parts	Yes No	/ / 20	Responsible Party:
Standing water	Annually	Check for standing water in turret	Clear cause for standing water (clogs, debris, etc.)	Yes No	/ / 20	Responsible Party:

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

BMP: Filtration Basins 4



BMP ID:	Location:	Inspection Frequency:
	Two separate basins along driveway	As required per inspection activity

Description of Device: Rain guardian turret pre-treats stormwater for coarse debris, floatables, and finer particles before it enters the filtration basin BMP. Stormwater filters through the basin sand layer before outletting through perforated underdrain.

Structure Access: Through top casting.

Notes and Comments: There is one rain guardian turret and one outlet control structure associated with these connected basins. There is an outlet control structure north of the driveway in the wetland to be inspected as well.

Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Filtration Basins 4					
Site ID:		Inspector:			
Inspection Date	/	/	20		
Inspection Activity	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman
Debris cleanout	Monthly	Contributing areas clean of litter and vegetative debris Basin surface clean Inlets areas clear Overflow spillway clear	Remove trash or debris	Yes <i>No</i>	/ / 20 Responsible Party:
Vegetation	Monthly	Mowing done per O&M plan Minimum mowing depth not exceeded Undesirable vegetation removed No evidence of erosion	Stabilize and mow contributing areas, with clippings removed Stabilize any eroded areas	Yes <i>No</i>	/ / 20 Responsible Party:
Sediment cleanout of basin	Annually	Fertilized per O&M plan No evidence of sedimentation in sand filter Sediment accumulation doesn't yet require cleanout Winter accumulation of sand removed each spring	Remove accumulated sediment as necessary	Yes <i>No</i>	/ / 20 Responsible Party:

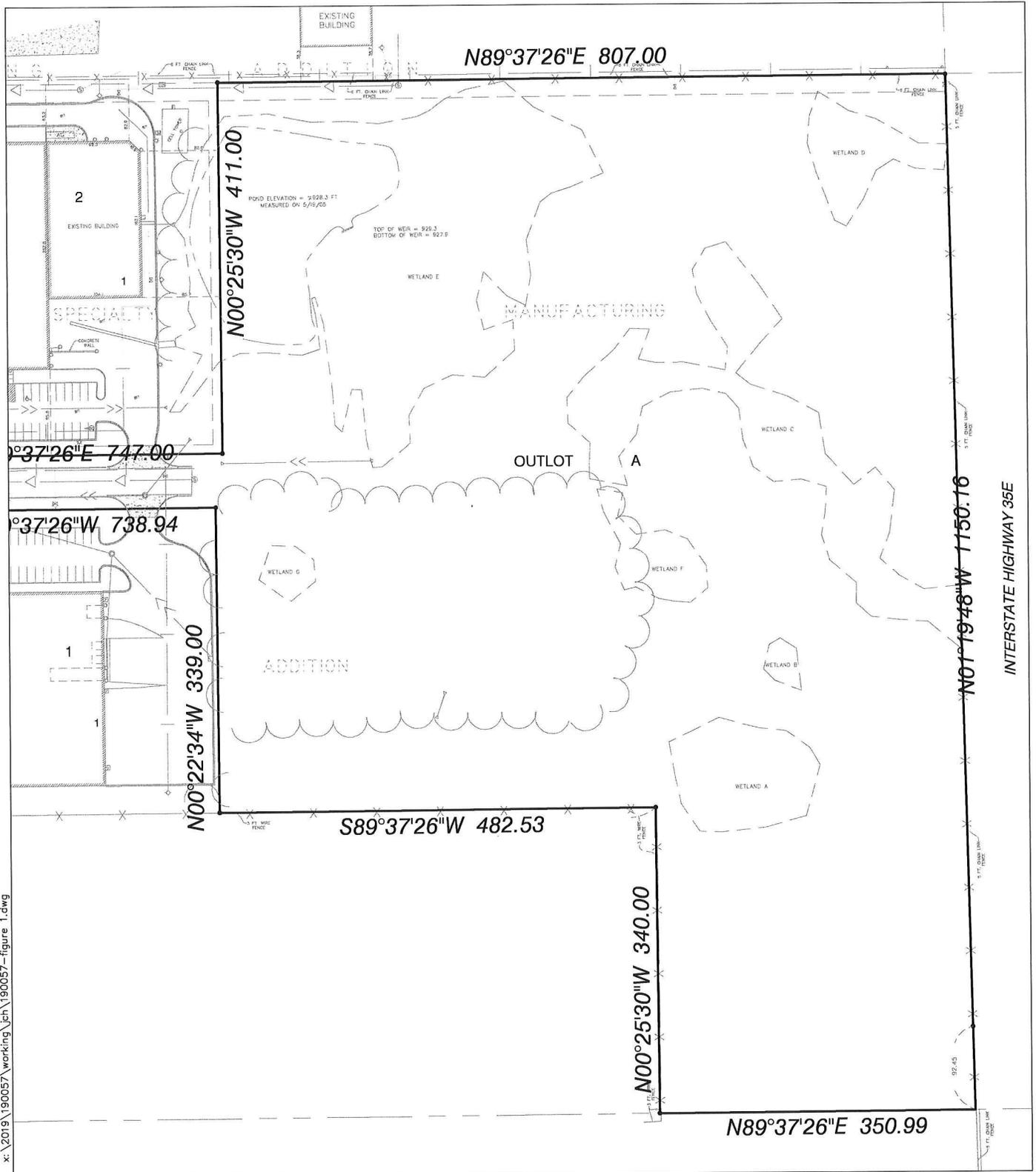
Surface Waters and Sewers Stormwater Operation and Maintenance Plan

Site ID:		Filtration Basin 4 Rain Guardian Turret and OCS (3 structures)				
Inspection Date / / 20		Inspector:				
Inspection Activity	Frequency	Observations Measurements	Maintenance	Maint. Required	Actions Required/Date Completed/Responsible Foreman	
Debris and sediment accumulation	Monthly	Obviously trapping sediment Ensure flow is not bypassing the facility Greater than 50% storage volume remaining	Remove trash or debris Remove accumulated sediment as necessary	Yes <i>No</i>	/ / 20	Responsible Party:
Inspection of all components	Annually	Inspect grates, inlets, outlets, and filter walls to ensure good condition Check for missing components	Repair or replace any damaged or missing components	Yes <i>No</i>	/ / 20	Responsible Party:
Structural inspection	Annually	No evidence of deterioration, spalling or cracking of concrete	Repair or replace any damaged structural parts	Yes <i>No</i>	/ / 20	Responsible Party:
Standing water	Annually	Check for standing water in turret	Clear cause for standing water (clogs, debris, etc.)	Yes <i>No</i>	/ / 20	Responsible Party:

FIGURE 1

LEGAL DESCRIPTION

OUTLOT A, SPECIALTY MANUFACTURING ADDITION, RAMSEY COUNTY, MINNESOTA.



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**Town Board Meeting
April 6, 2020**

Agenda Number: 8.E – New Business

Public Works Director Item:

Subject: 2020 Crack Sealing Project:

1. Receive Quotes
2. Award Quote

Documentation: Staff Memo w/ attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

1. Receive the Quotes from SealTech, Inc & Fahrner Asphalt Sealers
2. Approve the Quote to SealTech, Inc., in an Amount not to Exceed \$20,000 With funding from the 505 Improvement Fund

MEMORANDUM

Date: April 2, 2020
To: Town Board
From: Dale Reed, Public Works Director
Re: 2020 Crack sealing proposal approval

As part of the Town's infrastructure, management program the Town crack seals the roads scheduled for sealcoat this year. Crack sealing seals the transverse cracks in the roadway to prevent moisture from reaching the subgrade. When the moisture reaches the subgrade, it can cause undermining of the roadway eventually creating settlements in the roadway. The crack sealing process includes routing cracks to $\frac{3}{4}$ " wide by $\frac{3}{4}$ " deep, then blowing out the debris in the cracks with a heat lance that removes the moisture, then filling the crack with a MNDOT 3723 specified sealant, followed with an application of paper barrier to prevent tracking.

Staff is recommending continuing contracting crack sealing to meet the mid July sealcoat start date.

Public Works received quotes from Sealtech, Inc. for \$1.59 per pound crack seal and Fahrner Asphalt Sealers, LLC for \$2.34 per pound of crack seal. Staff is recommending awarding the crack sealing work to Sealtech, Inc. for \$1.59 per pound, for a not exceed amount of \$28,000.00.

The 505 Improvement Fund has \$150,000.00 budgeted for sealcoating this year.

- The sealcoat portion for this year's sealcoat project is \$110,537.82, leaving a balance \$39,462.18 for contractual crack sealing and potentially some contract asphalt patching, due the impact of Covid-19. I have estimated cracksealing for the 2020 Sealcoat Area to be \$20,000.00 leaving \$19,462.18 for contingent contract asphalt patching.

Action requested is to accept the quotes and approve the 2020 crack sealing quote from Sealtech, Inc for a not to exceed amount of \$20,000.00 for \$1.59 per pound of crack seal.



SealTech, Inc.
 743 Pioneer Trail SE
 Cambridge, MN 55008

Estimate

Date	Estimate #
3/22/2020	654

Name / Address
White Bear Township Dale Reed 1281 Hammond Rd White Bear Township, MN 55110

Item	Description	Total
Crack Repair	2020 Rout and Seal NEW CRACKS Routed 3/4" x 3/4" using a Router Machine Blown out and heat lanced for sterilization of cracks for proper bonding Filled with Deery 3723 hot rubberized sealant Covered with a paper barrier to prevent tracking of sealant PREVIOUSLY SEALED CRACKS Resealed if open with Deery 3723 hot rubberized sealant Covered with a paper barrier to prevent tracking of sealant UNIT PRICE: \$1.59/Lb	0.00
We look forward to doing business with you! Please contact us at your earliest convenience.		Total \$0.00

Insured, Locally Owned and Operated.

Check out our website at
www.sealtechinc.com for
 more information.

Signature _____

Date _____

This estimate is good for 90 days. By signing and returning this estimate, it becomes a binding contract.

We will notify you as to the approximate start date.

Phone #	651-341-5975
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E-mail	sealtech@sealtechinc.com
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Web Site	www.sealtechinc.com
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PROPOSAL / CONTRACT

Job. No. _____

Date: April 01, 2020



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470

KAUKAUNA, WI 54130
860 Eastline Road
Ph.: 920.759.1008
Fax: 920.759.1019

EAU CLAIRE, WI 54703
6615 U.S. Hwy 12 W
Ph.: 715.874.6070
Fax: 715.874.6717

FREDERIC, WI 54837
3468 115th Street
Ph.: 715.653.2535
Fax: 715.653.2553

SAGINAW, MI 48601
2224 Veterans Memorial Pkwy
Ph.: 989.752.9200
Fax: 989.752.9205

DUBUQUE, IA 52002
7680 Commerce Park
Section C
Ph.: 563.566.6231
Fax: 563.588.1240

OAKDALE, MN 55128
7500 Hudson Blvd., Ste. 305
Ph.: 651.340.6212
Fax: 651.340.6221

Contact Name: Dale Reed

Contract Price

T.B.D.

PURCHASER: White Bear Township

TELEPHONE: (651) 747-2777

ADDRESS: 1281 Hammond Road
White Bear Township, MN 55110

DESCRIPTION OF PROPERTY:

Various Roads
1281 Hammond Road
White Bear Township, MN 55110

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

CRACK SEALING:

Crack seal various roads. Price per pound \$2.34.

**Invoice will reflect the total pounds applied to various roads.

INFRARED PATCHING:

Repair asphalt areas on various roads. Minimum of 20 heats @ 125.00 per heat.

**Heats are charged on a per heat applied basis. Invoice will reflect the number of heats that were applied on Main St.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 30 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of T.B.D. and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC:612-704-0908
melissa.thomas@fahrnerasphalt.com

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

Melissa Thomas

(PRINT OR TYPE NAME)

By:

Melissa Thomas

(CONTRACTOR REPRESENTATIVE)

By:

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: April 01, 2020

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Minnesota winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.F – New Business

Public Works Director Item:

Subject: Hydrant Painting:
1. Receive Quotes
2. Approve Quote

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Receive Quotes from B & B Commercial Coating LLC & Ferguson Waterworks
- 2) Approve Quote from B & B Commercial Coating, LLC for the Repainting of 300 Hydrants in the Amount of \$28,500.00 With Funding from the Water Operating Fund

MEMORANDUM

Date: April 1, 2020

To: Town Board

From: Paul Peltier, Leadworker; Dale Reed, Public Works Director

Re: Hydrant Repainting

Another component of the Town's infrastructure asset management program is the repainting of fire hydrants. Most of the existing hydrants have not been repainted in a number of years and some have never been repainted since installation. Last year, 300 of the existing 640+ hydrants were painted.

The Town received quotes this year, for preparing and painting 300 fire hydrant from two vendors that provide hydrant painting services. One from B&B Commercial Coating, LLC for \$28,500.00 and a second from FERGUSON Waterworks for \$37,500.00.

The CIP has hydrant rehabilitation identified in 2020 for \$30,000.00. The Water Operating Fund/Budget supplies the funding. At this pricing it will take another year to complete the hydrant repainting project.

Town Board action is to approve the quote from B&B Commercial Coating, LLC for \$28,500.00.

B & B Commercial Coating LLC

PO Box 663
Maple Lake MN 55358

Estimate

Name / Address
White Bear Township 1283 Hammond Road White Bear Township, MN 55110

Date	Estimate #
2/19/2020	1492

			Project
			Hydrants 2020
Description	Qty	Rate	Total
Sand/Vapor blast and Recoat Fire Hydrants- Sherwin Williams Envirolastic International Red	300	95.00	28,500.00
<div data-bbox="159 1583 727 1709" style="border: 1px solid black; padding: 5px;"> Labeling available at additional cost Light fixtures not included in base price Service includes application of high quality industrial coatings </div>			
<div data-bbox="948 1740 1045 1766" style="text-align: right;"> Signature _____ </div>			
Phone # 320-282-1410	Fax # 320-262-7005	Web Site www.BBcoat.com	Total \$28,500.00

DAVIES WATER

A division of



3-3-2020
City of White Bear Township, MN

ATTN.

Dear Michael Fries

Below is a per unit price quote for Hydrant painting

Painting prices for 2020

Sandblast, prime, and topcoat hydrants one color only. 125.00 each

Please understand that we are at the weathers mercy and we already have many hydrants booked this year.

Sincerely

John Paalman
(920)-740-3131



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.G – New Business

Public Works Director Item:

Subject: Memorandum of Agreement Regarding Treatment for Invasive Plants - Approve

Documentation: Memorandum of Agreement / List of Affected Township Properties

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the Memorandum of Agreement Regarding Treatment for Invasive Plants



MEMORANDUM OF AGREEMENT

Date: April 6th, 2020

RE: Town of White Bear Treatments for invasive plants

This Memorandum of Agreement is to acknowledge items of agreement between Ramsey County Parks and Recreation Department-Soil and Water Conservation Division (RCPRD-SWCD) and the Town of White Bear Township to complete chemical or mechanical removal of specific invasive species at sites to be agreed upon by both parties.

RCPRD has received funding from the Minnesota Department of Agriculture (MDA) Noxious Weed Grant Program and the Board of Water and Soil Resource's (BWSR) Cooperative Weed Management Area grant. These grants have identified oriental bittersweet, poison hemlock, black swallowwort, teasel, wild parsnip, narrowleaf bittercress, knotweeds, common tansy, Phragmites and other emerging invasive species of interest. Additional species may be treated under this or other funding sources upon mutual agreement of both parties.

Sites on city owned or controlled property will have targeted species managed on the following terms and conditions.

Terms and Conditions:

1. RCPRD-SWCD shall substantially complete all Project Objectives by 11/31/2021.
2. The city's representatives signature indicates their agreement to grant RCPRD-SWCD representative(s) access to the parcel where the treatment will be located.
3. All expenses for staff time, herbicides, tools, transportation, and incidentals for initial treatment of sites will be funded by RCPRD-SWCD through the MDA grant.
4. RCPRD-SWCD treatment is based on funding being available from the MDA or BWSR grant. Sites may be eliminated or reduced at the discretion of RCPRD-SWCD to meet the dollar amount available through this grant.
5. RCPRD-SWCD will review project objectives and walk site with City Natural Resources Manager prior to start of work.
6. Sites will be mutually agreed upon and added as an addendum to this agreement. Sites may be added or deleted via email or edits to the addendum with emails for record keeping.
7. Treatment method is at the discretion of RCPRD-SWCD unless agreed upon by both parties in advance.
8. RCPRD-SWCD will access the site in areas as designated by the city. Restrictions on access must be stated by the city in the addendum site list or via email.
9. RCPRD-SWCD shall comply with local, state and federal standards for all restoration activities, erosion control, chemical application.
10. The city will be responsible for all project costs, securing local and State permits, permit fees and maintenance during the grant period which are not covered by the MDA or BWSR grant. The city agrees to continue maintenance to the best of its ability.
11. RCPRD-SWCD shall notify the city of treatment days upon request.
12. The undersigned shall indemnify and hold Ramsey County, their agents, and employees harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly result from work completed by Ramsey County as part of this Agreement.

RAMSEY COUNTY PARKS AND RECREATION

Soil and Water Conservation Division

Ann WhiteEagle, Dir. of Soil and Water Conservation

Date: _____

Town of White Bear

_____, Town Board Chair

Date: _____

<p>Oriental bittersweet</p>	<p>Celastrus orbiculatus Thunb.</p>	<p>0.57 acres</p>	<p>Private</p>	<p>Shoreline lot 0 Lake Ave, sw of 3 way intersection with Grand and Northwest Ave., White Bear Township 55110</p>	<p>Park at the intersection of Park Ave and Lake Ave. Walk along Lake Ave sites will be on the southern side of Lake Ave. First site is 4884151, then 4884154, and finally 4882783. Site 4882783 is just a little past the intersection of Lake Ave and Northwest Ave.</p>	<p>Yes, all sites have been revisited, 5/31/18. Positive plant ID at 4484151 and 4882783</p>
<p>Oriental bittersweet</p>	<p>Celastrus orbiculatus Thunb.</p>	<p>0.33 acres</p>	<p>Private</p>	<p>1363 County Road H2 E White Bear Township MN 55110-2241</p>	<p>Park on the intersection of County Rd H2 E and Feather Ct. Plants are on private property on the corner house.</p>	<p>Yes, revisited, 6/7/18. sent email. Not interested in removal. Follow up in 2020 with enforcement.</p>

<p>Oriental bittersweet</p>	<p>Celastrus orbiculatus Thunb.</p>	<p>0.45 acres</p>	<p>Private</p>	<p>5707 Orchard Ave., White Bear Township, 55110</p>	<p>Park at the intersection of Overlake Ave and Orchard Ave. Walk east on Overlake Ave site will be on the south side of the road. If you reach Auburn Ave you have gone to far.</p>	<p>Yes, revisited, 5/31/18</p>
<p>Oriental bittersweet</p>	<p>Celastrus orbiculatus Thunb.</p>	<p>0.74 acres</p>	<p>Private</p>	<p>Just south of Evergreen Circle neighborhood, White Bear Township, 55110</p>	<p>Park at the intersection of Evergreen Cir and E County Line Rd N. Walk south along E County Line Rd N and site 4884146 should be found along west side of street. Start again and walk from car west along Evergreen Cir to end of street to site 4884153.</p>	<p>Yes, both revisited 5/31/18. Both seemed to be dead/treated with few living plants.</p>
<p>Oriental bittersweet</p>	<p>Celastrus orbiculatus Thunb.</p>	<p>0.25 acres surrounded by 22.35 acres city parcel</p>	<p>Private</p>	<p>Parkview Village Assoc., C.R 71 and Parkview Ct. White Bear Township 55110</p>	<p>Park at the intersection of Portland Ave and Parkview Ct. Plants could be found to the west of Portland Ave on the bluff.</p>	<p>Yes, revisited, 5/31/18, appears eradicated</p>

Oriental bittersweet	Celastrus orbiculatus Thunb.	862 acres	Ramsey County Parks and Recreation	Bald Eagle-Otter Lake Regional Park, east side of lake; 5855 Lake Ave White Bear Township MN 55110-2315	Drive to the end of Leibel St. Walk to the peninsula where the plants are.	Yes, revisited 5/31/18. no plants found. Goodnature checked in 2017. revisit 2020 and mark eradicate if not found.
Oriental bittersweet	Celastrus orbiculatus Thunb.	2.0 acres	White Bear Township	Rutherford Park, SW of Park Avenue and Lake Ave, White Bear Township.	For site 4884151, Park on the drop gate at Rutherford. East of Portland Ave. On Lake. More plants on the east trail wrapped on trees. mowing has occurred in the ditch. Continue toward Portland Ave for site 4884154.	Yes, both revisited 5/31/18
Oriental bittersweet	Celastrus orbiculatus Thunb.	unknown	Private	Along Stillwater St., White Bear Township 55110	Park at the intersection of Stillwater St. and Northwest Ave. Walk west on Stillwater St, if you reach the fork you have gone to far.	Yes, revisited, 5/31/18. Appears eradicated



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.H – New Business

Town Engineer Item:

Subject: East Bald Eagle Boulevard Watermain Replacement:
1. Receive Quote.
2. Reject Quote & Delay Project at This Time.

Documentation: Town Engineer Correspondence w/ attachment

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

1. Receive the Quote from Pember Companies
2. Reject Quote from Pember Companies & Delay the Project at this time



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

April 1, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Bald Eagle Boulevard East Watermain Replacement
White Bear Township, Minnesota
TKDA Project No. 17727.010

Dear Board Members:

The Township has been experiencing watermain breaks during the past several years. One area that became a concern to Public Works was Bald Eagle Boulevard East from Bald Eagle Avenue to Beaver Street. The Town Board authorized the review and quotes were solicited.

Listed below is a summary of the contractors with the plans & quotes at 9:00am March 31,2020:

<u>Contractor</u>	<u>Total Quote</u>
Pember Companies	\$208,370.00
Eleven other Plan holders	No Quote
Engineer's estimate	\$ 49,925.00

We contacted several contractors and they all had reasons that the project would be difficult with the high water table along with other concerns that made them not submit. We discussed the project with Pember Companies and they had the same construction concerns and they put that into their costs. Pember Companies said they would have to dewater the entire project for the length of the work. Public Works and I feel the cost of this project is not financial justified.

Recommendation:

We recommend rejecting Pember Companies bid and not performing the project at this time.

Please let me know if you have additional questions.

Sincerely,

Jim Studenski, PE
Town Engineer
Enclosures

East Bald Eagle Boulevard Watermain Replacement
 White Bear Township, Minnesota
 March 17, 2020

QUOTE PROPOSAL FOR EAST BALD EAGLE BOULEVARD WATERMAIN REPLACEMENT WHITE BEAR TOWNSHIP, MINNESOTA TKDA PROJECT NO. 17127.009					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION AND DEMOBILIZATION	1	LS	11,650.00	11,650.00
2	EROSION CONTROL	1	LS	2,500.00	2,500.00
3	INSTALL 8" HDPE WATERMAIN	1170	LF	128.00	149,760.00
4	REMOVE 6" DIP WATERMAIN	1160	LF	6.00	6,960.00
5	INSTALL 6" TO 8" REDUCER	2	EA	450.00	900.00
6	INSTALL TAP AND VALVE	2	EA	4,200.00	8,400.00
7	CONNECT SERVICE CONNECTIONS	16	EA	1,000.00	16,000.00
8	RESTORE SURFACE WITH RECLAIMED PAVEMENT	2400	SY	3.00	7,200.00
9	TRAFFIC CONTROL	1	LS	5,000.00	5,000.00
TOTAL BASE QUOTE		\$ 208,370.00			

Pember Companies Inc

Company



By Brent Pember, President

715-235-0316

Telephone

3/31/2020

Date



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.1 – New Business

Town Engineer Item:

Subject: Bald Eagle Lake Outfall Improvements:

1. Receive Quotes.
2. Award Quote.

Documentation: Town Engineer Correspondence / attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation:

1. Receive Quotes from Pember Companies & Penn Contracting
2. Award the Bald Eagle Lake Outfall Improvement Project to Pember companies in the Amount of \$68,000 which a Completion Date of June 15th.

Noting that the Township has Executed a \$35,000 Cost-Share Grant with the RCWD.

The Total Project Cost was Estimated at \$74,000 With Engineering Approved at \$5,800, With \$35,000 from RCWD leaving the Township's Share at \$39,000



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

April 1, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Bald Eagle Storm Improvements
White Bear Township, Minnesota
TKDA Project No. 16627.008

Dear Board Members:

The Township has executed a \$35,000.00 Cost-Share Grant with RCWD for this project. The Township has been coordinating these storm improvements with Ramsey County regarding their road project storm improvements. Plans and specifications were prepared and quotes were received 11:30am on March 30, 2020. A copy of the plans and quotes are attached.

Listed below is a summary of the contractors with the plans and quotes:

<u>Contractor</u>	<u>Total Quotes</u>
Pember Companies	\$68,000.00
Penn Contracting	\$95,520.00
Ten other Plan holders	No Quote
Engineer's estimate	\$49,880.00

The total project cost was estimated at \$74,000.00. Engineering was approved at \$5,800.00 putting the project at budget with \$35,000.00 from RCWD and \$39,000.00 from the Township.

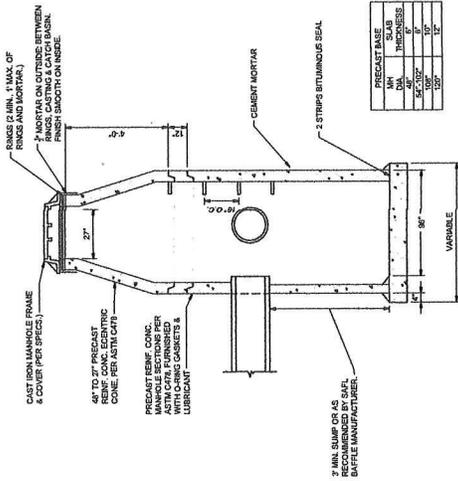
Recommendation:

We recommend awarding the project in the amount of \$68,000.00 to Pember Companies. The project completion date is June 15th which is before the Ramsey County projects start date.

Please let me know if you have additional questions.

Sincerely,

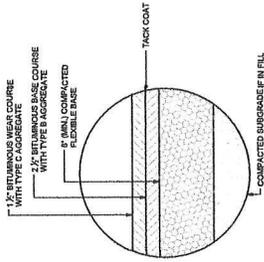
Jim Studenski, PE
Town Engineer
Enclosures



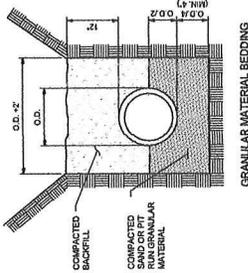
PRECAST BASE	MIN. THICKNESS
4\"/>	

- NOTE:
- NO WOOD SHALL BE USED FOR ADJUSTING CASTING, CEMENT MORTAR.
 - ONLY IRON CATCH BASIN FRAME & COVER CASTINGS PER SPECIFICATIONS.
 - PRECAST REINFORCED CONCRETE WASH SLOPE & COVER SLOPE PER ASTM.
 - PRECAST REINFORCED CONCRETE MANHOLE SECTIONS PER ASTM C911, FINISHED WITH CHINA GASKETS & LUBRICANT, OR P. CONCRETE.
 - FALL OPENING BETWEEN PIPE AND MANHOLE WALL WITH CEMENT MORTAR.
 - MANHOLE STEPS SHALL BE CAST IRON, ALUMINUM, OR STEEL REINFORCED PLASTIC PER ASTM C911. LOCATION SHALL BE AS NOTED IN THE SPECIFICATIONS.

1 CATCH BASIN WITH SUMP
NO SCALE
C001



2 TYP. 4" BITUMINOUS SECTION
NO SCALE
C001



3 PIPE BEDDING DETAILS
NO SCALE
C001



I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE: AMY M. PATTERSON DATE: 09/27/2020 LIC. NO.: 56458

DESIGNED	AMP		
DRAWN	AMP		
CHECKED	JES		
NO.	DATE	BY	DESCRIPTION OF REVISIONS

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

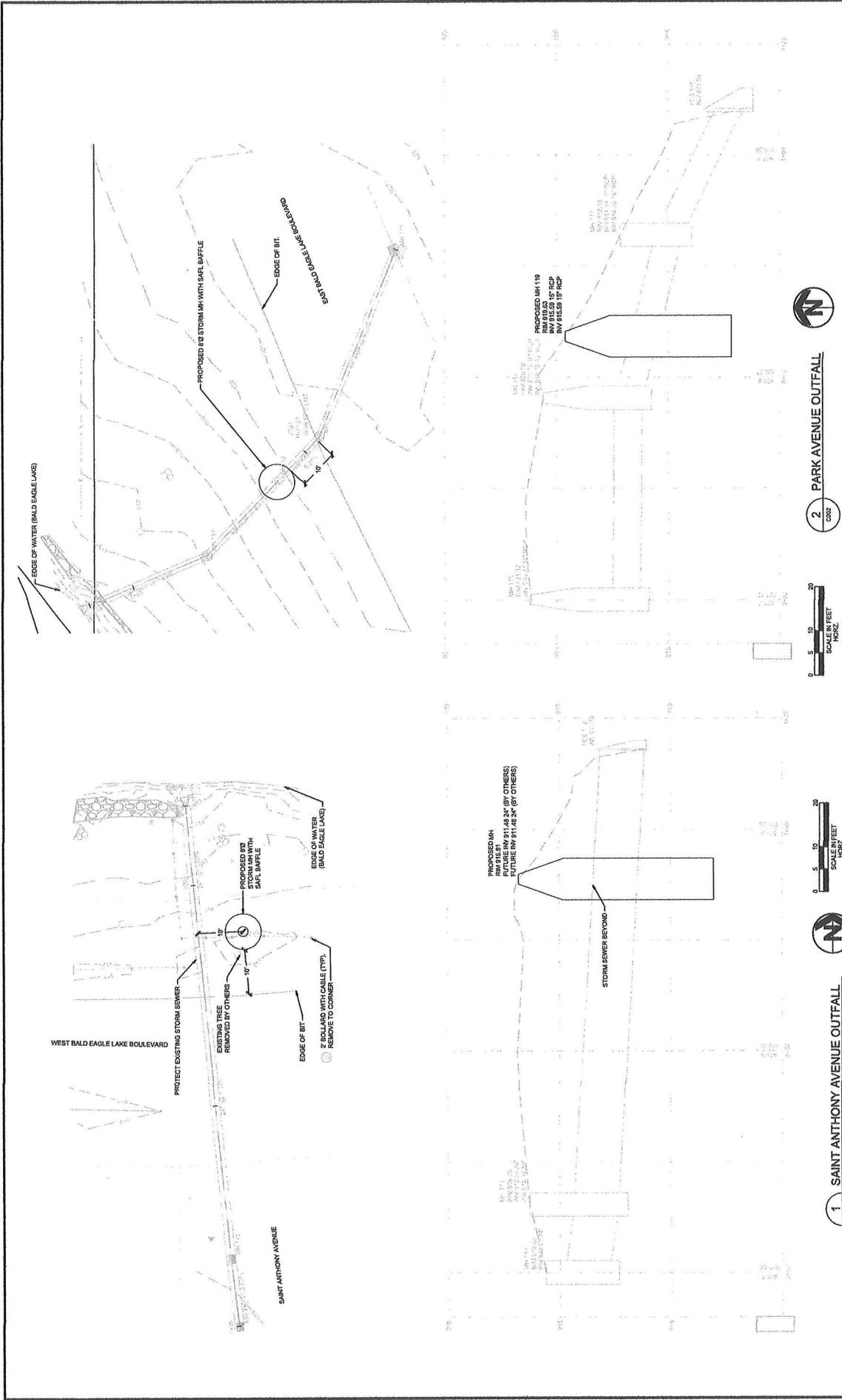
BALD EAGLE LAKE
OUTFALL IMPROVEMENTS

DETAILS

PROJ. NO. 16627.008
DRAWING NO. C001

ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE BUILDING AND/OR SITE

AS IS ONE INCH ON ORIGINAL DRAWING, IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.



ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE BUILDING FOR SITE.

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THE DRAWING ADJUST SCALES ACCORDINGLY.

PROJ. NO. 16627088
DRAWING NO. C002

PLANS AND PROFILES

2 PARK AVENUE OUTFALL

**BALD EAGLE LAKE
OUTFALL IMPROVEMENTS**

1 SAINT ANTHONY AVENUE OUTFALL

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

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR CALCULATION WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: *[Signature]* DATE: 03/17/2020
NAME: JAY M. PATTERSON LIC. NO.: 96539

NO.	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED: AMP
DRAWN: AMP
CHECKED: AMP
ISSUED FOR QUOTES: AMP
DATE: 03/17/2020

SCALE IN FEET
HORIZ. 1" = 20'
VERT. 1" = 2'

SCALE IN FEET
HORIZ. 1" = 20'
VERT. 1" = 2'

SCALE IN FEET
HORIZ. 1" = 20'
VERT. 1" = 2'

Bald Eagle Outfalls Improvements
 White Bear Township, Minnesota
 September 4, 2019

QUOTE PROPOSAL FOR BALD EAGLE LAKE OUTFALLS IMPROVEMENTS WHITE BEAR TOWNSHIP, MINNESOTA TKDA PROJECT NO. 16627.008					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	INSTALL 84" STORM STRUCTURE AND SAFL BAFFLE	2	EA	30,230.00	60,460.00
2	REMOVE AND RESINSTALL PIPE AS REQUIRED	1	LS	2,000.00	2,000.00
3	EROSION CONTROL	1	LS	300.00	300.00
4	TRAFFIC CONTROL	1	LS	1,000.00	1,000.00
5	DEWATERING	1	LS	3,000.00	3,000.00
6	RESTORATION	1	LS	2,000.00	2,000.00
TOTAL BASE QUOTE				\$68,000.00	

Pember Companies Inc

 Company


 By Brent Pember, President

 715-235-0316
 Telephone

 3/31/2020
 Date

Bald Eagle Outfalls Improvements
 White Bear Township, Minnesota
 September 4, 2019

QUOTE PROPOSAL FOR BALD EAGLE LAKE OUTFALLS IMPROVEMENTS WHITE BEAR TOWNSHIP, MINNESOTA TKDA PROJECT NO. 16627.008					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	INSTALL 84" STORM STRUCTURE AND SAFL Baffle	2	EA	33,510 ⁻	67,020 ⁻
2	REMOVE AND REINSTALL PIPE AS REQUIRED	1	LS	4,000 ⁻	4,000 ⁻
3	EROSION CONTROL	1	LS	2,250 ⁻	2,250 ⁻
4	TRAFFIC CONTROL	1	LS	4,000 ⁻	4,000 ⁻
5	DEWATERING	1	LS	14,000 ⁻	14,000 ⁻
6	RESTORATION	1	LS	4,250 ⁻	4,250 ⁻
TOTAL BASE QUOTE			\$95,520.00		

Penn Contracting, Inc
 Company
 By *Dean R. [Signature]* Pres.
 Telephone 612-868-9462
 Date 3-31-20

PENN CONTRACTING, INC.
 13025 CENTRAL AVE. N.E.
 BLAINE, MN 55434
 Bus: (763) 767-2141 Fax: (763) 767-2545
 guypenncontracting@msn.com



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.J – New Business

Town Engineer Item:

Subject: Deer Meadow Park Drainage Swale Improvements:
1. Approve the Drainage Swale Improvements
2. Authorize TKDA to Prepare Plans & Specifications

Documentation: Town Engineer Correspondence / attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Approve the Drainage Swale Improvements & Authorize TKDA to Prepare Plans & Specifications of the Drainage Swale at Deer Meadow Park for a Total Amount not to Exceed \$3,750.00 Which Includes a Survey of the Area



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

April 2, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: Deer Meadow Park Drainage Swale Improvements
White Bear Township, Minnesota
TKDA Project No. 17727.000

Dear Board Members:

In connection with the Stable Property development, the Town Board has taken the opportunity to provide a trail connection between Deer Meadow Park and Stable Property development. Ultimately the trails through Deer Meadow Park and the Stable Property would link to the trail off Bloom Road to the north. The existing stormwater pond within Deer Meadow Park will also have removal of accumulated sediment to restore its functionality.

In addition to these two authorized projects, the drainage swale connecting the storm sewer at Portland Avenue to the pond is in need of removal of vegetation and regrading to allow the water to flow properly.

To reduce construction costs, it is advantageous to add the drainage swale improvements to the pond maintenance and build the trail in Deer Meadow Park before or in conjunction with development.

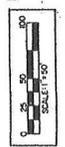
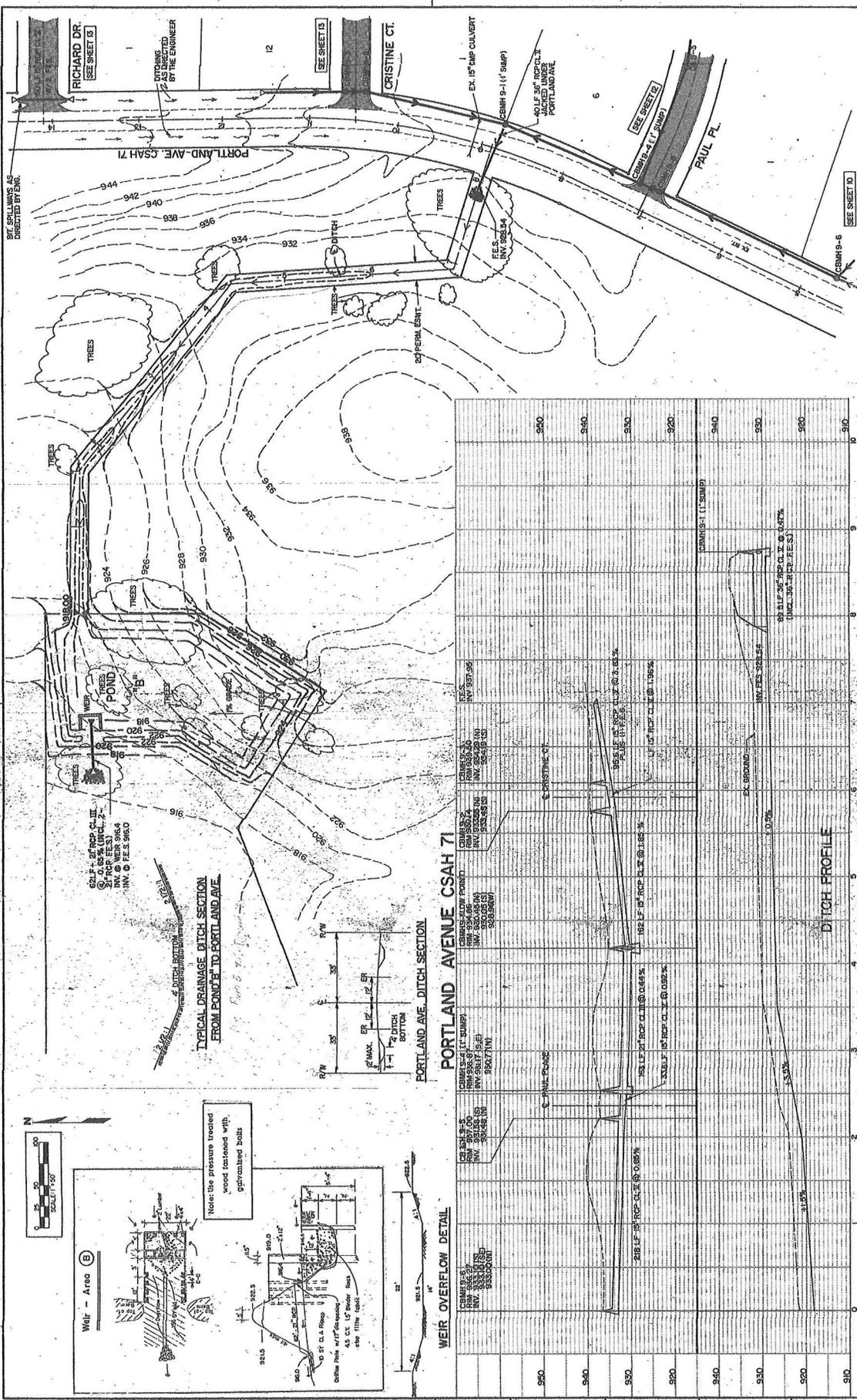
TKDA will add the preparation of plans and specifications of the drainage swale for a total amount not to exceed \$3,750. This includes survey for the area. The trail improvements, pond cleaning and swale improvements will be performed together for additional efficiencies.

Sincerely,

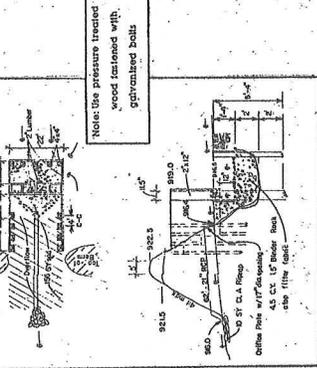
A handwritten signature in cursive script that reads "Jim Studenski".

Jim Studenski, PE
Town Engineer

Enclosures



Note: Use pressure treated wood fastened with galvanized bolts



STATION	VERTICAL CURVE DATA	GROUND ELEVATION	PROPOSED ELEVATION	PERCENT GRADE
0+00	CE 15.00	910.0	910.0	0.00%
0+25	CE 15.00	910.0	910.0	0.00%
0+50	CE 15.00	910.0	910.0	0.00%
0+75	CE 15.00	910.0	910.0	0.00%
1+00	CE 15.00	910.0	910.0	0.00%
1+25	CE 15.00	910.0	910.0	0.00%
1+50	CE 15.00	910.0	910.0	0.00%
1+75	CE 15.00	910.0	910.0	0.00%
2+00	CE 15.00	910.0	910.0	0.00%
2+25	CE 15.00	910.0	910.0	0.00%
2+50	CE 15.00	910.0	910.0	0.00%
2+75	CE 15.00	910.0	910.0	0.00%
3+00	CE 15.00	910.0	910.0	0.00%
3+25	CE 15.00	910.0	910.0	0.00%
3+50	CE 15.00	910.0	910.0	0.00%
3+75	CE 15.00	910.0	910.0	0.00%
4+00	CE 15.00	910.0	910.0	0.00%
4+25	CE 15.00	910.0	910.0	0.00%
4+50	CE 15.00	910.0	910.0	0.00%
4+75	CE 15.00	910.0	910.0	0.00%
5+00	CE 15.00	910.0	910.0	0.00%
5+25	CE 15.00	910.0	910.0	0.00%
5+50	CE 15.00	910.0	910.0	0.00%
5+75	CE 15.00	910.0	910.0	0.00%
6+00	CE 15.00	910.0	910.0	0.00%
6+25	CE 15.00	910.0	910.0	0.00%
6+50	CE 15.00	910.0	910.0	0.00%
6+75	CE 15.00	910.0	910.0	0.00%
7+00	CE 15.00	910.0	910.0	0.00%
7+25	CE 15.00	910.0	910.0	0.00%
7+50	CE 15.00	910.0	910.0	0.00%
7+75	CE 15.00	910.0	910.0	0.00%
8+00	CE 15.00	910.0	910.0	0.00%
8+25	CE 15.00	910.0	910.0	0.00%
8+50	CE 15.00	910.0	910.0	0.00%
8+75	CE 15.00	910.0	910.0	0.00%
9+00	CE 15.00	910.0	910.0	0.00%
9+25	CE 15.00	910.0	910.0	0.00%
9+50	CE 15.00	910.0	910.0	0.00%
9+75	CE 15.00	910.0	910.0	0.00%
10+00	CE 15.00	910.0	910.0	0.00%

DRAWING NO. 22-3-382 - REG. NO. 6,837
 DATE 11/15/11
 CHECKED CLP
 DESIGNED GND
 DRAWN GND
 REVISIONS

TKDA
 ENGINEERS ARCHITECTS PLANNERS
 1012 KING DAVAL ANDERSON
 AND ASSOCIATES INCORPORATED
 SAINT PAUL, MINNESOTA

WHITE BEAR BEACH ESTATES
 PROJECT 87-4
 WHITE BEAR TOWNSHIP, MINNESOTA

PORTLAND AVENUE
 [STORM SEWER & PONDING PLAN]
 SHEET NO. 9 OF 13 SHEETS
 COMMISSION NO. 9114



Parkview Townhomes Drainage Area

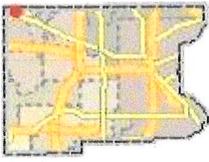


400.0 0 200.00 400.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

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

Legend



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

Notes

Town owned property



**Town Board Meeting
April 6, 2020**

Agenda Number: 8.K – New Business

Town Engineer Item:

Subject: GIS & Asset Management – 2020 - Authorize Step 4

Documentation: Town Engineer Correspondence / attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Authorize TKDA to Proceed with Step 4 for 2020 of GIS & Asset Management Implementation for a Not to Exceed Amount of \$58,800.00



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

April 2, 2020

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: GIS and Asset Management – 2020 Step 4
White Bear Township, Minnesota
TKDA Project No. 17727.007

Dear Board Members:

In April of 2019 the Township began the process of managing their over 12,000 individual assets with GIS. This process was divided into 6 steps, as detailed in TKDA's letter to the Town Board dated April 10, 2019 (attached). To date TKDA has helped the Township implement these steps:

- Step 1 – General setup and mapping conversion
- Step 2 – Data entry from existing engineering drawings
- Step 3 – Hardware and software purchases
- Step 4 – Field data gather and data management

In the summer of 2019 TKDA staff assisted with Step 4, to gather field data on the Township's storm sewer assets. Good progress was made and approximately 85% of the storm sewer infrastructure was located in the field and input into the GIS database.

For 2020, TKDA proposes to continue with Step 4 to continue on the storm sewer assets and then move to the water system assets. Water systems assets include hydrants, curb stops, valves, and other water system infrastructure. We will again coordinate our activities with Public Works staff.

The Township's GPS receiver previously purchased in Step 3 will continue to be used to collect information about specific assets to be added to the GIS database. Specific information collected will include: updating the location, condition assessment, pictures, elevations, material confirmation, and other notes. Field data will be entered using the new GPS receiver. This collected data will be immediately available in the GIS database.

Field personnel completing the field data gathering may need to access easement areas in back yards. Field personnel will wear retro-reflective gear and have picture identification visible at all times. The Township website will alert the community about the work and include a description of the activities.

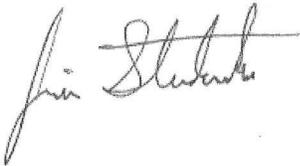
GIS and Asset Management – 2020 Step 4
White Bear Township, Minnesota
April 2, 2020
Page 2

We will continue to provide updates and give presentations to the Township highlighting the progress and the using that Township staff has been able to do with this information.

Based on Staff recommendation, authorize TKDA to proceed with Step 4 for 2020 of GIS and Asset Management implementation for a not to exceed amount of \$58,800. TKDA again plans to utilize a properly trained engineering intern for a significant amount of this work. TKDA has been coordinating all GIS activities with Public Works Staff and will continue to involve them in the process. As Public Works Staff are available they will be trained in utilizing the equipment and software. Funding for this work would come from the Utility Fund. The initial three steps for GIS and Asset Management are on schedule and under budget.

Asset management is an important function of municipal government. Using technology to increase efficiency, accuracy, and timeliness provides value to the Township. TKDA appreciates partnering with White Bear Township on this important venture and is excited for the Township to improve the management of its growing assets.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Studenski".

Jim Studenski, PE
Town Engineer

Enclosures



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

April 10, 2019

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

Re: GIS and Asset Management
White Bear Township, Minnesota

Dear Board Members:

White Bear Township owns and maintains assets which amount to an estimated \$180 Million in today's dollars. The assets include sanitary sewer, watermain, storm sewer, streets, signage, fleet, buildings, materials inventory, and park equipment. Together these features total over 12,000 individual assets.

Currently, Township staff utilize paperwork, spreadsheets, and institutional memory to keep track of Township assets. In some cases when locating assets Township staff must travel back and forth from the office to the field to perform work functions. Efficiency, accuracy, and timeliness are gained by converting a paper based system of tracking to a mobile location based digital system. During a watermain break, catch basin flooding, or other emergency, timeliness and efficiency is important to reduce property damage or loss of water. Accurate location information assists in promptly responding to requests for service.

Over the last few years, the Township has explored the purchase of a geographic information system (GIS) and asset management software. In 2019, the Township is re-engaging in this effort. Township staff have agreed with the overall goal below:

"Purchase and establish location based software which will be convenient and easy to use to allow for White Bear Township Staff to manage Public Works assets and the use of software by other Township departments. The software should allow for field retrieval of mapping, as-built documents, photos, and any other data attributes (type, year of install, maintenance history, elevations, etc). As maintenance is completed it is automatically updated once field personnel enter their activity from the field. The software should be able to create maps and reports as desired by the user."

It will take several years for the Township to achieve this goal because each of the over 12,000 assets have important background data which needs to be set up within the software. The data includes location, elevations, history, type, photos, as-builts, and more. A number of assets have been located but many others need to be field located or verified.

TKDA recommends completing GIS and Asset Management Implementation in six steps:

Step 1 – General Setup and Mapping Conversion – Arc GIS is the industry standard used by municipalities for location based assets. This is powerful software that allows for mapping and record keeping of location based assets. This step sets up the GIS system and converts the Town's current AutoCAD utility mapping to Arc GIS. This work can be performed for costs estimated at \$19,800 and could be completed over the next 2-3 months. GIS specialists or engineers should be used to perform this function.

Step 2 – Specific Data Entry from Existing Engineering Drawings – This step populates the Arc GIS data fields once the general setup has occurred in Step 1. The original engineering drawings are referenced and used for the purposes of filling in the data fields for specific utility assets. The work can be performed after Step 1 over the course of 2 months for an estimated cost range of \$15,000 to \$20,000. Engineering interns, Engineering specialists or Engineers should be used for this step to assure the engineering drawing information is entered properly to the Arc GIS database.

Step 3 – Hardware / Software Purchase – This step includes the purchase of GPS Tablets and one high accuracy GPS receiver as well as two Arc GIS licenses. Training for the new software would also be included with this step. The estimated cost for this step ranges between \$40,000 - \$50,000 depending on the type of hardware / software selected and amount of training. This step could occur in tandem with Steps 1 or 2 within the next 2 months. Once the Arc GIS software is purchased the Township should plan to pay \$7,000 - \$15,000 annually depending on the type or number of licenses.

Step 4 – Field Data Gathering and Data Management – The full power of the software is in the location based information that is gathered in the field. With this step, accurate GPS location is performed using the GPS receiver and tablet purchased in Step 3. The conditions of the asset are documented and pictures are taken. Considering the over 12,000 assets, this step will take considerable time to visit and document each asset. For example, the field person must travel to and find the asset which may be hidden or buried, perhaps open a manhole lid which may be stuck, document the condition, take pictures, perform a location shot, take measurements, and then secure the asset before moving to the next asset. The costs for this activity are expected to range from \$150,000 to \$250,000 which will also include management and quality review of the field data. Summer interns who are properly trained and supervised can be utilized to perform the field functions to bring these costs down. It is expected that this work would occur over a two to possibly three-year period.

Step 5 – Asset Management Software Selection – Other software platforms work in tandem with Arc GIS to offer additional functionality and allow other divisions to utilize the location based technology. There are many software choices which must be vetted to find the most appropriate software for White Bear Township. To navigate this selection process it is expected to cost between \$9,000 - \$12,000. Once the selection is made the software costs will depend on the modules selected and the number of licenses. It can be expected that licensing could cost between \$10,000 - \$20,000 per year in addition to upfront costs between



\$30,000 - \$80,000 for process setup, conversion of data, and training. It could be determined that Arc GIS is sufficient for the needs of the Township and Step 5 will not be necessary.

Step 6 – Information Management and General Use of the Software – Once the first 5 steps are completed the information must be managed each year. The management will include running reports, updating data fields as work is performed, and adding new assets. The annual software costs are estimated to range from \$20,000 to \$30,000 per year. Approximately 400 hours of time can be expected to manage the data. In addition, Public Works employees will utilize tablets to document their daily activities during regular maintenance or emergencies.

To begin, it is recommended that Step 1 be initiated.

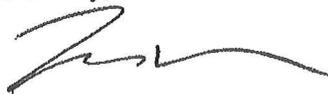
General Setup and Mapping Conversion - TKDA maintains CAD mapping of White Bear Township water, sanitary sewer, and storm sewer assets and can convert this data to Arc GIS software. It is recommended that the following steps be completed to begin this conversion.

- Create GIS database for water, sanitary sewer and storm sewer infrastructure
- Convert White Bear Township base map to GIS
- Update infrastructure locations based on aerial imagery (estimated 1-foot accuracy) which will assist in field locating activities.

TKDA can perform these tasks for a not to exceed amount of \$19,800. Graduate Engineers and Engineering Interns will be utilized to complete a good portion of this work with guidance from TKDA GIS experts and Registered Engineers. Future Town Board approvals would be sought for future steps.

Asset management is an important function of municipal government. Using technology to increase efficiency, accuracy, and timeliness provides value to the Township. TKDA appreciates partnering with White Bear Township on this important venture and is excited for the Township to be better able to manage its growing assets.

Sincerely,



Larry Poppler, PE
Town Engineer





**Town Board Meeting
April 6, 2020**

Agenda Number: 8.L – General Business

Subject: Republic Services COVID-19 News Release - Receive

Documentation: Republic Announcements

Action / Motion for Consideration:

Report at Meeting / Discuss

Attention: Important Notice Regarding Your Recycling and Waste Service



Dear Valued customer,

We are closely monitoring the COVID-19 situation to make sure we're doing the right thing for the health and safety of our employees, our customers, and the communities we serve. Our number one priority is safety, and that is at the forefront of every decision we make.

We provide an essential service to the country, and like the police and fire departments, it's our duty to help protect and serve the public, especially in times like these. While we are working hard to ensure the highest quality customer service and minimal service disruption, the recent surge in residential waste and unique challenges we face requires us to temporarily modify our service offerings to keep your community clean and safe.

Until further notice we will be operating under the following guidelines:

- We will accept cart contents only. Drivers will not be authorized to leave their vehicle to pick up waste outside of the cart.
- For customers who do not have carted service, we will accept waste placed in bags only. Bags cannot exceed 50 pounds.
- Yard waste and bulk waste programs will be suspended.

The Republic Services team remains committed to you throughout this crisis. We appreciate your business and wish you all the best during this difficult time.

For updates, visit [RepublicServices.com](https://www.RepublicServices.com)



March 25, 2020

VIA ELECTRONIC MAIL

Patrick Christopherson, Township Administrator
White Bear Township

Pat.christopherson@whitebeartownship.org

Re: Notice regarding COVID-19

Dear Pat,

During these uncertain times, Republic Services remains committed to serving you and your community as your trusted waste and recycling service partner. We understand our role as a provider of an essential service during this time and appreciate your permission to continue to operate.

As a result of COVID-19-related governmental declarations of emergency and regulations, we are preparing for significant shifts in solid waste and recycling flow. We anticipate an increase in residential volume, as well as an increase in contamination of recyclables from our residential customers as they move to work-from-home, and stay-at-home orders are issued.

While the full impact of the COVID-19 pandemic remains unclear, these changes in residential volume will necessitate possible adjustments to routes or schedules, and/or additional labor or equipment, which may require us to pass on additional costs and expenses. To allow our crews to focus on the priority of collecting residential solid waste from your community, we may need the following temporary adjustments to service, effective immediately:

1. Limit residential set-out to "Cart Contents Only" meaning only the residential solid waste cart should be placed at the curb. For contracts that are not carted, we ask that waste is properly bagged, to maximize the efficiency for our collection crews.
2. Temporarily suspend yard waste and/or bulk collection services. These are less critical services to run during the pandemic and will free up our resources to focus on the priority of solid waste collection.
3. Approval for us to dispose of recyclables in a landfill or other disposal facility, only if necessary, due to excess contamination or disruptions in processing capabilities. Please note that we will only take these steps if it becomes necessary as a result of COVID-19 and for as short a time period as possible.

It is also possible that we will be forced to take these steps if COVID-19 results in workforce disruptions, facility closures, and/or other health and safety issues arise as this situation evolves. We will share more information with you as the situation evolves but wanted to communicate with you as early as possible regarding the potential impacts to our business during this time of crisis. We are committed to working closely with you throughout this situation and communicating with you early and often to ensure transparency about potential changes to service and the costs associated with keeping our communities healthy and safe.

Please feel free to contact me directly at 612-889-7324.

Sincerely,

Bev Mathiasen, Municipal Services Manager



We'll handle it from here.





**Town Board Meeting
April 6, 2020**

Agenda Number: 8.M – General Business

**Subject: Finance Department Procedures – Adopt New Procedures
During COVID-19**

Documentation: Finance Department Memos

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Adopt the New Finance
Department Procedures as Outlined in the Memos

memo

White Bear Township

To: Pat Christopherson
From: WBT Finance Dept
CC: Township Staff
Date: March 30, 2020
Re: Safe handling procedures for invoices during COVID-19

It is the responsibility of the staff member working in the office to bring in the day's mail from the locked mailbox by the front door of the Admin Bldg. That staff member is also responsible for placing the two plastic bins outside the front door when they enter the building and bringing the bins back inside before they leave the building for the day.

Incoming US Mail is to be placed in the proper day's wire bin (which are located on the floor below the Public Works hanging mail bin). The wire bins are labeled with each day of the week and the mail should be placed in the bin corresponding to the day of the week on which the mail was received.

Mail will be opened with latex gloves provided by The Township no sooner than two days after it was received, determined by the wire bin that it has been placed in. Invoices are to be date stamped upon opening.

- Invoices for purchases not made by Public Works (PW) will be processed as normal by the Acctg Clerk.
- Invoices requiring **Public Works'** approval will be individually scanned to Nancy's email address by someone from Finance when they are in the office. Nancy will then email each invoice to Pete Tholen, Paul Peltier & Dale Reed for approval and coding.
 - The email subject line will include the vendor name, invoice number and invoice amount
 - Two electronic approvals from public works will be required by stating "Approved" in the email originated by Nancy
 - PW electronic approvals should be emailed to ap@whitebeartownship.org
 - Pete or Paul's approval will be the first level of approval and coding
 - Dale will provide the final PW approval (and coding if not previously provided)
 - No purchase orders will be required during this time

Supplier/vendors may also be asked to submit their invoice to The Township by email to ap@whitebeartownship.org to prevent any delays.

Credit card purchases are encouraged, where accepted, during this time. The Credit Card Authorization form should be completed electronically, providing coding and proper approvals. The completed CC Authorization form is to be submitted electronically to ap@whitebeartownship.org along the receipt.

memo

White Bear Township

To: Pat Christopherson
From: Nancy
CC: Tom Kelly, Lynette Olinger
Date: March 30, 2020
Re: Safe handling procedures for Utility Payments received in the dropbox during COVID-19

The Utility Payment Dropbox will be emptied by Lynette and me on the days that we are scheduled to be in the office. The envelopes will be collected while wearing latex gloves provided by The Township, placed in a plastic bag or bin for at least 48 hours before opening.

If the current staff schedule remains the same, I will open the current week's Monday payments on Friday and Friday's payments the following week.

Additionally, the quarterly utility billing insert will include a statement encouraging residents and property owners to utilize other methods of payment including credit card payments. There will also be a statement included on the quarterly bill encouraging payment by some method other than check, with payment due date of June 10th rather than May 10th.



**Town Board Meeting
April 6, 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