



AGENDA OF THE REGULAR MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
April 14, 2020  
7:00 P.M.

NOTE: Due to Open Meeting Law restrictions, the City Council may be discussing agenda items for the first time. Your patience and understanding is appreciated during this process.

**CALL TO ORDER**

**In light of the Governor’s Executive Order regarding social-distancing and restrictions on gatherings, the City of Birchwood Village is conducting its April meeting using interactive web-based technology. Pursuant to Minnesota Statutes, Chapter 13D. 021 Subdivision 1(1) the City of Birchwood is declaring that, “an in-person meeting or a meeting conducted under section 13D.02 is not practical or prudent because of a health pandemic...”**

**The meeting will be conducted using the Zoom meeting platform and the details of that are directly below for participating. If you plan to attend it is suggested that you familiarize yourself with the technology in advance. If you plan to participate than you must either 1) send your name, topic you plan to speak on, and the phone number you will be calling from to City Hall by noon the day before the meeting; or 2) join the meeting no later than 6:50pm to coordinate with the Moderator.**

**The Moderator of the meeting shall be City Administrator Tobin Lay and all participants shall have their microphones muted until recognized by the Mayor, whose microphone will remain active for the entire meeting. Public Forum shall be honored using this technology and the meeting will be broadcast via the Cable Commission like other meetings.**

City of Birchwood Village is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/651804847?pwd=MVB5VllrSkN3azRJMHgWsfB0ekZYQT09>

Meeting ID: 651 804 847

Password: 384079

One tap mobile

+16465588656,,651804847# US (New York)

+13126266799,,651804847# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

\* Denotes items that have supporting documentation provided

+1 253 215 8782 US  
Meeting ID: 651 804 847  
Find your local number: <https://zoom.us/j/abOuUt6lqb>

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

- A. Michael McKenzie, 509 Lake Ave\* (pp. 5-6)
- B. Mark & Mary Cahill, 165 Birchwood Ave\* (p. 7)

**ANNOUNCEMENTS**

- A. Leaf Pick Up April 20<sup>th</sup> & 27<sup>th</sup>. RSVP Required – see enclosed flier for details\* (p. 9)
- B. We are social, follow us on Facebook/Twitter and/or register for the email listserv

**ADMINISTRATIVE PRESENTATION**

- A. Sheriff Report\* (p. 11)
- B. BDA Boat Slip Update\* (p. 13)

**CITY BUSINESS – CONSENT AGENDA**

- A. Approve Regular Meeting Minutes from March 10, 2020\* (pp. 15-18)
- B. Approve Treasurer’s Report\* (pp. 19-31)
- C. Approve Resolution 2020-10, Fund Transfers\* (pp. 33)
- D. Approve Resolution 2020-13, Special Assessment Policy Amendments\* (pp. 35-36)
- E. Ratify Purchase of Copy Machine\* (pp. 37-42)
- F. Approve Extension Request for Variance Case No. 20-01-VB; 15 Birchwood Lane\* (p. 43)

**CITY BUSINESS – REGULAR AGENDA**

- A. Second Reading Ordinance 2017-07-01, Sec. 615 Exterior Storage\* (pp. 45-48)
  - a. Public Hearing
  - b. Council Deliberation and Approval
  - c. Approve Resolution 2020-11, Summary Publication

*Time Budget: 10 Minutes*
- B. Second Reading Ordinance 2020-02-01, Sec. 300 Nominal & Accessory Structures Definitions\* (pp. 49-52)
  - a. Public Hearing
  - b. Council Deliberation and Approval
  - c. Approve Resolution 2020-12, Summary Publication

*Time Budget: 10 Minutes*
- C. Tighe-Schmitz Park Improvements – baseball diamond, pleasure rink alignment, hockey rink surface\* (pp. 5-7)
  - a. Public Discussion

\* Denotes items that have supporting documentation provided

- b. Council Deliberation and Approval  
*Time Budget: 15 Minutes*
- D. Water Main Break Surcharge (Wingfield)\* (pp. )53-54
  - a. Council Deliberation and Approval  
Time Budget: 5 Minutes
- E. City Responses to COVID-19
  - a. Suspension of utility late fees\* (pp. ) 55
  - b. Tennis court, playgrounds, port-a-potties
  - c. Lawn care, spring clean-up, etc.
  - d. City docks, kayaks\* (pp. ) 5-6  
*Time Budget: 15 Minutes*
- F. Lake Links Trail Update (Wingfield/Fleck)
  - a. Water Connection
  - b. Traffic Calming  
*Time Budget: 10 Minutes*
- G. Washington County Cooperative Weed Management agreement (Wingfield)\* (pp. ) 57-62
  - a. Council Deliberation and Approval  
Time Budget: 5 Minutes
- H. City Park Address Assignments\* (pp. ) 63-65
  - a. Council Deliberation and Assignment
  - b. Approve Resolution 2020-14,  
Time Budget: 5 Minutes
- I. City Attorney Report
  - a. 11 Birchwood Ln Utility Easement Update
  - b. Survey Quotes  
*Time Budget: 5 Minutes*
- J. Council Member Reports:
  - a. Mayor Wingfield
    - i. Water Meter Upgrades Update  
*Time Budget: 5 Minutes*
- K. City Administrator's Report
  - a. Diseased Trees
  - b. Mahtomedi Garden Club Grant  
*Time Budget: 10 Minutes*

**ADJOURN**

\* Denotes items that have supporting documentation provided



**Tobin Lay**

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**From:** MICHAEL McKenzie  
**Sent:** Wednesday, April 8, 2020 12:34 PM  
**To:** Alan Kantrud; Jessi Aakre; Mary Wingfield; Randy LaFoy; Tobin Lay; kevin Woolstencroft; jonathan.fleck1@gmail.com  
**Subject:** Questions & Comments

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

Neighbors:

First, after reading the proposed exterior storage changes, I have a couple questions and a comment.

- 1) Can you tell me the rationale behind allowing 38 foot sailboats while limiting motor boats to only 20 feet? On its' face, this seems unfair. I cannot think of a reason we'd prefer sailboats to motor boats in our community yards. It would mean virtually nobody could store their pontoon since 99% of them are longer than 20 feet. For the record, I do not store my boat in my yard.
- 2) Why not make it a consistent foot limit for any type of boat, say 30 or 34 feet? That would allow all but the most extreme sized boats of any type. Again, I don't understand why sailboats would be treated differently.
- 3) How is this length measured? Does it run from the tip of the trailer tongue to the end of the motor? If it does, I think you may be surprised how few motor boats on a trailer are 20 feet or less in length. Even a 16 foot runabout is likely longer than 20 feet from tip of trailer tongue to end of motor.
- 4) I find this section below unclear, there seems to be some words missing.

*615.030. EXCEPTIONS TO STORAGE LOCATIONS.*

*Normal storage items which are subject to the screening requirements of Section 615.010, and the items enumerated in Section 615.020 (7) (subject to the length limitations therein) may be stored at any place on the lot, but not closer to any street frontage lot line than the buildings existing on that lot forty (40) feet (whichever is) for the following properties:*

Second, I'd like you to consider/discuss Key beach usage.

- 1) In my opinion, this dock should not be put in while we're in any type of "stay at home" order. In a time where many Minnesota government entities are completely closing their playgrounds and parks, we should not be making ours more enticing.
- 2) I also think this dock should not be put in while we are supposed to be practicing social distancing. It would be nearly impossible for people to use the dock (unless it was one at a time) and keep a 6 foot buffer zone. We cannot expect people to adhere to a "one at a time" rule for the dock so it would be safer to not put it in until the danger has passed.

3) Should the beach even be open? If so when and to what extent? As I said, many local governments are closing parks, beaches, playgrounds, etc. While I don't have a good answer to this question, I think it's worth considering. Maybe the council could inquire with other local government agencies and study how/why they made the decisions they did. I would hope we'd error on the side of public safety.

Thank you.

Michael G. McKenzie, Ed.D.  
509 Lake Ave.  
Birchwood, MN  
55110

**Tobin Lay**

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**From:** MARY CAHILL  
**Sent:** Friday, April 10, 2020 10:05 AM  
**To:** BVInfoEmail  
**Subject:** Multi use court

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

In regards to the hockey rinks, baseball and multi-use courts. We vote eliminate the baseball diamond/ field. Continue to pursue options for a multi-use court surface. Pickleball is a growing sport and suitable for all ages. We are willing and ready to assist installing the surface when our stay at home ban is lifted. If it needs to wait one year to gather additional funds that is acceptable. We want to have a surface that has a good warranty and suitable for the multiple uses it would bring to our residents. Which will continue to encourage community spirit, exercise and fun!

Thank you, Mark and Mary Cahill  
165 Birchwood Ave





# MEMORANDUM



**Birchwood Village**

**TO:** Birchwood City Council & Residents  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** Leaf Pick Up  
**DATE:** April 9, 2020

This year's leaf pick up will be held on April 20<sup>th</sup> & 27<sup>th</sup>. To streamline the pickup process and to reduce the number of billing errors, we will now start requiring RSVPs for service.

Anyone interested in using this service will need to RSVP with the St. Anthony utility billing department prior to their desired pick up date – 612-782-3317 or [phuongmai.dang@savmn.com](mailto:phuongmai.dang@savmn.com). Leaf piles left out without an RSVP will not be picked up. Please let all your friends and neighbors know!

Additionally, the service charge for this service has been increased to \$5 to cover City cost increases. This charge will be added to the user's utility bill along with the individual pickup fees. Thanks!

**Birchwood Village  
Leaf Pickup**

**RSVP REQUIRED**  
612-782-3317 OR  
[phuongmai.dang@savmn.com](mailto:phuongmai.dang@savmn.com)

**When:** Monday  
Apr 20 & 27, 2020  
**Cost:** \$40/small pile\*  
\$75/large pile. XL/XXL piles will be  
priced on an individual basis.  
*Plus \$5 service charge.*  
Fee will be added to your utility bill.

Please place or mark your piles appropriately to make them easily  
identifiable to your address. \*small pile is approx. a 9'x8' pile.



# MEMORANDUM



**TO:** Birchwood City Council  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** Sheriff Report  
**DATE:** April 9, 2020

**Birchwood Village**

Dear Mayor & City Council Members:

Below is a reporting of law enforcement incidents and citations for March 2020:

**Incident Summary Report** PUBLIC

From: 3/1/2020 12:00:00 AM To: 3/31/2020 11:59:59 PM

WASHINGTON COUNTY SHERIFFS OFFICE



**BIRCHWOOD - 17**

3/3/2020 7:18:21 PM	WC20009177	70XXX -715 HALL AVE, BIRCHWOOD	DIRECTED PATROL
3/3/2020 8:39:31 PM	WC20009187	XXX Wildwood Ave, BIRCHWOOD	PARK COMPLAINT
3/6/2020 2:32:45 PM	WC20009542	Cedar St / Hall Ave, BIRCHWOOD	TRAFFIC STOP
3/7/2020 3:21:55 AM	WC20009637	XXX Birchwood Ave, BIRCHWOOD	PARKING VIOLATION
3/7/2020 11:26:55 AM	WC20009667	XXX Birchwood Ave, BIRCHWOOD	INCIDENT
3/7/2020 12:25:00 PM	WC20009673	XXX Wildwood Ave, BIRCHWOOD	CITIZEN/PUBLIC ASSIST
3/7/2020 7:06:47 PM	WC20009734	XXX Wildwood Ave, BIRCHWOOD	MEDICAL
3/8/2020 2:11:33 PM	WC20009843	XXX Wildwood Ave, BIRCHWOOD	CITIZEN/PUBLIC ASSIST
3/8/2020 2:40:31 PM	WC20009847	XXX Wildwood Ave, BIRCHWOOD	FOLLOW UP
3/12/2020 11:14:10 AM	WC20010331	Unknown, BIRCHWOOD	FRAUD/SCAM
3/12/2020 4:00:00 PM	WC20010363	50XXX -699 HALL AVE, BIRCHWOOD	TRAFFIC STOP
3/14/2020 3:02:14 AM	WC20010604	1-199 BIRCHWOOD AVE, BIRCHWOOD	PARKING VIOLATION
3/14/2020 3:10:06 AM	WC20010605	20XXX -220 BIRCHWOOD AVE, BIRCHWOOD	PARKING VIOLATION
3/16/2020 4:38:35 PM	WC20010943	XXX Birchwood Ave, BIRCHWOOD	CITIZEN/PUBLIC ASSIST
3/18/2020 9:18:41 AM	WC20011133	XXX WILDWOOD AVE, BIRCHWOOD	FRAUD/SCAM
3/29/2020 8:29:27 PM	WC20012518	XXX Lake Ave, BIRCHWOOD	MEDICAL
3/30/2020 8:35:39 AM	WC20012570	XX Tighe-Schmitz Park, BIRCHWOOD	DRUGS

**TOTAL INCIDENTS: 17**

**Citations for: Birchwood**

3/1/2020 To 3/31/2020

Agcy	Date	Citation Number	Badge	Officer Name	Citation Type	Block	Street Name	Str Sfx	Cross Street Name	Cross St Sfx	City	Literal Description	Statute
WCSO	3/6/2020	820010006601	WC129	R. Corniea	Citation	0	JAY ST				Birchwood	BW - No overnight parking	502.040
WCSO	3/6/2020	820050006602	WC159	A. Degel	Written Warning	0	HALL AVE		CEDAR ST		Birchwood	MOV-Stop Sign Violation	169.30(b)
WCSO	3/7/2020	820010006701	WC129	R. Corniea	Citation	0	WILDWOOD AVE				Birchwood	PK-Parking Where Signs Prohibit	169.34.1(a)(15)
WCSO	3/7/2020	820010006702	WC129	R. Corniea	Citation	0	JAY ST				Birchwood	BW - No overnight parking	502.040
WCSO	3/7/2020	820010006703	WC129	R. Corniea	Citation	0	BIRCHWOOD AVE				Birchwood	BW - No overnight parking	502.040
WCSO	3/11/2020	820010007101	WC127	T. Jarrett	Citation	0	HALL AVE		white pine ln		Birchwood	MOV-Fail to Drive with Due Care	169.14.1
WCSO	3/12/2020	820010007201	WC127	T. Jarrett	Citation	0	HALL AVE		JAY ST		Birchwood	MOV-Stop Sign Violation	169.30(b)
WCSO	3/14/2020	820006007401	WC129	R. Corniea	Citation	0	BIRCHWOOD AVE				Birchwood	BW - No overnight parking	502.040
WCSO	3/14/2020	820006007402	WC129	R. Corniea	Citation	0	BIRCHWOOD AVE				Birchwood	BW - No overnight parking	502.040



# MEMORANDUM



**Birchwood Village**

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**TO:** Birchwood City Council  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** BDA Boat Slip Update  
**DATE:** April 9, 2020

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Hello Mayor and Council Members,

Per Section 617, the Birchwood Dock Association (BDA) has paid in full for 17 assigned boat slips for the 2020 boating season. Payment was received by the City prior to the April 1<sup>st</sup> deadline.

Birchwood currently offers 23 boat slips on our Lake Tracts. Six (6) boat slips remain available for the 2020 boating season; some at each beach except Elm.

The current boat slip waiting list consists of 9 Birchwood residents. Everyone on the waiting list has been offered a boat slip for the 2020 boating season.

Thanks!

Regards,  
Tobin Lay  
City Administrator



**CITY OF BIRCHWOOD VILLAGE  
REGULAR CITY COUNCIL MEETING  
March 10<sup>th</sup>, 2020**

**MINUTES**

**MEMBERS PRESENT:** Mayor Mary Wingfield; Council Members: Randy LaFoy, Kevin Woolstencroft, Jonathan Fleck, & Jessi Aakre.

**STAFF PRESENT:** Tobin Lay, City Administrator; Alan Kantrud, City Attorney; Steve Thatcher, City Engineer.

**OTHERS PRESENT:** Harmony Lewis (236 Cedar Street), Amanda Stanhope (19 Birchwood Lane), Elliot Rauscher & Kathy Weir (613 Wildwood), Greg Sherwood (15 Birchwood Lane), Tom Rafael (542 Wildwood Avenue).

Mayor Wingfield called the regular meeting to order at 7:00pm. The pledge of allegiance was recited.

**AGENDA APPROVAL**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE THE ADGENDA. ALL AYES. MOTION PASSED.**

**OPEN PUBLIC FORUM**

1. Barton: Stated ideas on the ice rink and possible synthetic ice

**ANNOUNCEMENTS**

- A. Canoe/kayak rack reservations open. See [www.cityofbirchwood.com/events](http://www.cityofbirchwood.com/events) for details
- B. Please update your utility account contact info. Call utility billing dept. 612-782-3317
- C. A few boat slips are still available. See [www.cityofbirchwood.com/docksfor](http://www.cityofbirchwood.com/docksfor) details
- D. We are social, follow us on Facebook/Twitter and/or register for the email listserv

**ADMINISTRATIVE PRESENTATION**

- A. Sheriff Report
- ~~B. BDA Boat Slip Update~~
- C. NYDS Quarterly Report
- D. Trailer Purchase
- E. Lake Links Trail Update
- ~~F. 2040 Comprehensive Plan Update~~

**MAYOR WINGFIELD ELECTED TO PULL ITEMS B AND F FROM THE ADMINISTRATIVE PRESENTATION FOR FURTHER DISCUSSION. ITEMS WERE PLACED AFTER REGULAR AGENDA ITEM D.**

**CONSENT AGENDA**

- A. Approve Regular Meeting Minutes from February 11, 2020
- B. Approve Treasurer's Report
- C. Approve 2020 WBL Fire Contract
- D. Approve WBL Fireworks Fund Donation - \$200 (same as previous years)
- ~~E. Approve Schifsky's Crack Fill Quote~~
- F. Approve Support for and Commitment to Metro I-Net Reorganization

**CITY ADMINISTRATOR LAY ELECTED TO PULL CONSENT AGENDA ITEM E FOR FURTHER DISCUSSION. ITEM WAS PLACED ON REGULAR AGENDA ITEM F, SUBSECTION E.**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE THE CONSENT AGENDA AS AMMENDED. ALL AYES. MOTION PASSED.**

**CITY BUSINESS – REGULAR AGENDA**

- A. Variance Case No. 20-01-VB for 15 Birchwood Lane
  - a. Review Staff Recommendation
    - i. **Jason Rud** (EG Rud & Sons): Presented survey he completed for 15 Birchwood Lane and advocated for not needing to register the property pin.
    - ii. **Amanda Stanhope**(19 Birchwood Lane): Stated that she believed her property lines to be accurate and requested time to confirm.
    - iii. **City Attorney Kantrud**: Explained reason for request of extension to Variance request.
  - b. Approve Extension

**MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER AAKRE TO DIRECT CITY ADMINISTRATOR LAY TO REQUEST AN EXTENSION UNDER MINNESOTA STATE STATUTE 15.99 TO EXTEND THE DEADLINE TO ACT BY 45 DAYS. ALL AYES. MOTION PASSED.**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER FLECK TO ADD 5 MINUTES TO REGULAR AGENDA ITEM A FOR FURTHER DISCUSSION. ALL AYES. MOTION PASSED.**

- B. Cedar Street Vacant Lot
  - a. Discuss Erosion Control Plan
    - i. Council and homeowners discussed erosion plans moving forward.
    - ii. **City Engineer Thatcher**: Explained technicalities for homeowners to meet city code requirements.

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER AAKRE TO ORDER THE DIRT IN EXCESS OF ORIGINAL TOPOGRAPHY BE REMOVED, ENSURE THE DESIGN BE IN COMPLIANCE WITH THE PLANS SUBMITTED WITH REGARD TO THE DITCH, THAT ALL ACTIONS BE COMPLETED WITHIN TWO WEEKS FROM TOMORROW & INCLUDE NOTICE TO THE CITY. ALL AYES. MOTION PASSED.**

- b. Discuss and Approve Resolution 2020-09, Address Assignment

**MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER LAFOY TO ADOPT AND APPROVE RESOLUTION 2020-09, ADDRESS ASSIGNMENT. ALL AYES. MOTION PASSED.**

- C. Jay Path Design & Preparation
  - a. Council Deliberation and Approval

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO DIRECT CITY ADMINISTRATOR LAY TO WORK WITH THE**



**PROPERTY OWNERS AND BRIDGETTE SPERL TO SUBMIT A GRANT APPLICATION. ALL AYES. MOTION PASSED.**

**MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO DIRECT CITY ADMINISTRATOR LAY TO PURCHASE WOODCHIPS FOR JAY PATH. ALL AYES. MOTION PASSED.**

- D. City Attorney Report
  - a. 11 Birchwood Ln Utility Easement Update
  - b. Survey Quotes

**PULLED ADMINISTRATIVE PRESENTATION ITEMS**

- B. BDA Boat Slip Update
  - a. **Mayor Wingfield:** Discussed options to increase boat slip leases.

- F. 2040 Comprehensive Plan Update
  - a. **Mayor Wingfield:** Requested City Administrator Lay send Council Members the Capital Improvement Plan and proposed that Council Members review and make any revisions by March 25<sup>th</sup> 2020.

- E. Council Member Reports
  - a. Mayor Wingfield
    - i. Tighe-Schmitz Park Improvements
      - 1. Council deliberated on potential improvements/changes to pleasure rink and baseball field. Placed on April 2020 Regular City Council Meeting Agenda to allow residents to comment.
    - ii. Snow Blower
      - 1. Council deliberated on selling or disposing of one City owned snowblower. Council elected disposal.
  - b. Councilmember LaFoy
    - i. Wildwood Lift Station

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO DIRECT CITY ADMINISTRATOR LAY TO ENGAGE WITH AN ENGINEER TO PREPARE A PRE-ENGINEERING STUDY FOR REPLACING THE WILDWOOD LIFT STATION; WITH A \$1,500 LIMIT. ALL AYES. MOTION PASSED.**

- F. City Administrator Report
  - a. WBL Water Meeting & Tour
    - i. Mayor and Councilmember LaFoy will select a date and attend along with City Administrator in April 2020
  - b. Water Meter Update
    - i. Council deliberation on directing Utilities Committee to seek further information on existing proposals.
  - c. Iris St. Mirror
    - i. Update on placement of mirror. Councilmember Fleck will donate a reflective product.
  - d. Washington County Historical Society Visit

**MAYOR WINGFIELD DIRECTED ADMINSTRATOR LAY TO SELECT A REGULAR CITY COUNCIL MEETING IN WHICH THE WASHINGTON COUNTY HISTORICAL SOCIETY COULD BE ADDED.**

**PULLED CONSENT AGENA ITEM**

E. Approve Schifsky's Crack-Fill Quote

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE SCHIFSKY BIDS AS AMENDED TO PERFORM CRACK-FILLING AND REPAIR POTHOLES & WATER MAIN BREAK HOLES. ALL AYES. MOTION PASSED.**

**ADJOURN**

**MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER FLECK TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 9:35 PM.**

ATTEST:

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Mary Wingfield  
Mayor

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Tobin Lay  
City Administrator - Clerk

For the Period : 3/10/2020 To 4/10/2020

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$109,732.39	\$1,961.94	\$22,521.50	\$89,172.83
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	(\$4,040.00)	\$0.00	\$0.00	(\$4,040.00)
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$16,725.79	\$12,750.00	\$555.94	\$28,919.85
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00
REIMBURSED CONTRACTED SERVICES	(\$7,285.26)	\$0.00	\$0.00	(\$7,285.26)
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	(\$25,181.54)	\$0.00	\$0.00	(\$25,181.54)
Sewer Re-hab Debt	\$27,765.44	\$0.00	\$0.00	\$27,765.44
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Improvement Projects	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid Streets - Construction (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Project PW	\$66,233.91	\$0.00	\$0.00	\$66,233.91
Water	\$30,624.80	\$5,582.91	\$36,405.17	(\$197.46)
Sewer	\$99,732.23	\$10,717.64	\$30,968.80	\$79,481.07
Transit System	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$314,347.76</b>	<b>\$31,012.49</b>	<b>\$90,451.41</b>	<b>\$254,908.84</b>

**CONSENT B  
TREASURER'S REPORT**

Fund Name: All Funds

Date Range: 03/10/2020 To 04/10/2020

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
03/11/2020	Perfection Heating & Air, Inc.	171734820*	Building Permit	(03/21/2020) -	N	Building Permits	100-32211-	\$ 188.94
								<b>\$ 188.94</b>
03/12/2020	MN Management & Budget	171734822*	Court Fines Feb 2020	(03/21/2020) -	N	Court Fines	100-35101-	\$ 213.00
								<b>\$ 213.00</b>
03/13/2020	Residents - via St Anthony Village	171734828*	Utility Billing 03/13/2020	(03/13/2020) -	N	Water Fee	601-34110-	\$ 766.34
						Sewer Fee	605-34190-	\$ 1,549.43
								<b>\$ 2,315.77</b>
03/20/2020	Residents - via St Anthony Village	171734827*	Utility Billing 03/18/2020	(04/04/2020) -	N	Water Fee	601-34110-	\$ 2,664.63
						Sewer Fee	605-34190-	\$ 5,112.31
								<b>\$ 7,776.94</b>
03/21/2020	Residents	171734821*	2020 - 2021 Dog License Deposit 3	(03/21/2020) -	N	Animal Licenses	100-32240-	\$ 20.00
						Animal Licenses	100-32240-	\$ 20.00
						Animal Licenses	100-32240-	\$ 20.00
						Animal Licenses	100-32240-	\$ 20.00
						Animal Licenses	100-32240-	\$ 40.00
								<b>\$ 120.00</b>
03/27/2020	Residents - via St Anthony Village	171734826	Utility Billing 03/27/2020	(04/04/2020) -	N	Water Fee	601-34110-	\$ 2,151.94
						Sewer Fee	605-34190-	\$ 4,055.90
								<b>\$ 6,207.84</b>
04/04/2020	Residents	171734830*	Kayak/Canoe Permit Deposit #1	(04/04/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
						Kayak/Canoe Permits	100-32212-	\$ 30.00
						Kayak/Canoe Permits	100-32212-	\$ 30.00
						Kayak/Canoe Permits	100-32212-	\$ 30.00



Fund Name: All Funds

Date Range: 03/10/2020 To 04/10/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
03/11/2020	IRS - US Treasury	EFT031120A*	Federal Taxes - Q1 2020 - Feb Payment	N	Clerk - Treasurer	100-41401-100-	\$ 506.54
		EFT031120A*				100-41401-100-	\$ 1,011.74
		EFT031120A*				100-41401-100-	\$ 236.62
	<b>Total For Check</b>	<b>EFT031120A</b>					<b>\$ 1,754.90</b>
03/13/2020	Payroll Period Ending 03/13/2020	30928	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
	<b>Total For Check</b>	<b>30928</b>					<b>\$ 1,913.04</b>
03/13/2020	Payroll Period Ending 03/13/2020	30929	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 427.75
	<b>Total For Check</b>	<b>30929</b>					<b>\$ 427.75</b>
03/13/2020	Payroll Period Ending 03/13/2020	30930	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 143.98
	<b>Total For Check</b>	<b>30930</b>					<b>\$ 143.98</b>
03/16/2020	PERA	EFT031620A*	Administrator -Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 367.02
	<b>Total For Check</b>	<b>EFT031620A</b>					<b>\$ 367.02</b>
03/16/2020	PERA	EFT031620B*	Treasurer -Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 23.80
	<b>Total For Check</b>	<b>EFT031620B</b>					<b>\$ 23.80</b>
03/18/2020	Xcel Energy	EFT031820A*	Xcel Gas Bill: 01.20.2020 - 02.19.2020	N	Sewer Utility	605-43190-383-	\$ 40.71
	<b>Total For Check</b>	<b>EFT031820A</b>					<b>\$ 40.71</b>
03/19/2020	Xcel Energy	EFT031920A*	Xcel Utility Bill: 01.20.2020 - 02.19.2020	N	General Government Buildings and Plant	100-41940-380-	\$ 236.27
		EFT031920A*			Parks	100-45207-380-	\$ 87.34
		EFT031920A*			MISCELLANEOUS	100-49001-430-	\$(165.90)
		EFT031920A*			Sewer Utility	605-43190-380-	\$ 190.74
		EFT031920A*				605-43190-380-	\$ 463.39
	<b>Total For Check</b>	<b>EFT031920A</b>					<b>\$ 811.84</b>
03/27/2020	Payroll Period Ending 03/27/2020	30931	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
	<b>Total For Check</b>	<b>30931</b>					<b>\$ 1,913.04</b>
22							
03/27/2020	Payroll Period Ending 03/27/2020	30932	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 43.78

Fund Name: All Funds

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		<b>Total For Check</b>	<b>30932</b>				<b>\$ 43.78</b>
03/27/2020	PERA	EFT032720A*	Administrator -Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 367.02
		<b>Total For Check</b>	<b>EFT032720A</b>				<b>\$ 367.02</b>
03/27/2020	PERA	EFT032720B*	Treasurer -Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 7.15
		<b>Total For Check</b>	<b>EFT032720B</b>				<b>\$ 7.15</b>
04/03/2020	Payroll Period Ending 03/19/2020	30933	Maintenance - Jim Rydeen	N	Parks	100-45207-100-	\$ 1,088.17
		<b>Total For Check</b>	<b>30933</b>				<b>\$ 1,088.17</b>
04/03/2020	Emedco	30934*	Road Safety Supplies	N	General Government Buildings and Plant	100-41940-220-	\$ 553.24
		<b>Total For Check</b>	<b>30934</b>				<b>\$ 553.24</b>
04/03/2020	Office Depot, Inc.	30935*	Elections Supplies	N	Elections	100-41410-210-	\$ 8.98
		<b>Total For Check</b>	<b>30935</b>				<b>\$ 8.98</b>
04/04/2020	CAPRA'S UTILITIES, INC	30936*	Water Main Break.	N	Wtr/Swr Emergency	605-43185-314-	\$ 5,180.50
		<b>Total For Check</b>	<b>30936</b>				<b>\$ 5,180.50</b>
04/04/2020	Core & Main	30937*	Water Conductor Strips	N	Water Utility	601-43180-220-	\$ 165.64
		<b>Total For Check</b>	<b>30937</b>				<b>\$ 165.64</b>
04/04/2020	White Bear Township	30938*	Reponse to Lift Station 2 Flooding	N	Sewer Utility	605-43190-314-	\$ 18,519.64
		<b>Total For Check</b>	<b>30938</b>				<b>\$ 18,519.64</b>
04/04/2020	White Bear Township	30939*	Labor & Equipment to Change Lift Station 2 & 3 Batteries	N	Sewer Utility	605-43190-314-	\$ 167.63
		<b>Total For Check</b>	<b>30939</b>				<b>\$ 167.63</b>
04/04/2020	League of MN Cities	30940*	2020 Safety & Loss Control Workshop	N	City Training and Development	100-41914-310-	\$ 20.00
		<b>Total For Check</b>	<b>30940</b>				<b>\$ 20.00</b>
04/04/2020	SL-serco	30941*	Water Meter Readings Feb 2020	N	Water Utility	601-43180-314-	\$ 1,200.00
		<b>Total For Check</b>	<b>30941</b>				<b>\$ 1,200.00</b>
04/04/2020	USS Minnesota One MT LLC	30942*	Energy Charges - Feb 2020	N	General Government Buildings and Plant	100-41940-380-	\$ 83.36

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		30942*			Sewer Utility	605-43190-380-	\$ 402.89
		30942*				605-43190-380-	\$ 222.29
		<b>Total For Check</b>	<b>30942</b>				<b>\$ 708.54</b>
04/04/2020	Washington County - Road & Bridge	30943*	Snow & Ice Control - 01/31/2020	N	Ice and Snow Removal	100-43125-210-	\$ 701.47
		<b>Total For Check</b>	<b>30943</b>				<b>\$ 701.47</b>
04/04/2020	TA Schifsky & Sons, Inc.	30944*	Watermain Patches	N	MISCELLANEOUS	601-49001-430-	\$ 8,030.00
		<b>Total For Check</b>	<b>30944</b>				<b>\$ 8,030.00</b>
04/04/2020	Leeves, Robert	30945*	Videographer - Mar 2020	N	Cable Eqpmt and Service	100-41950-314-	\$ 91.13
		<b>Total For Check</b>	<b>30945</b>				<b>\$ 91.13</b>
04/04/2020	Menards - Oakdale	30946*	Kayak Racks & Traffic Paint	N	Parks	100-45207-430-	\$ 23.97
		30946*				210-45207-430-	\$ 30.94
		30946*				210-45207-430-	\$ 1.38
		30946*				210-45207-430-	\$ 33.61
		30946*				210-45207-430-	\$ 6.40
		<b>Total For Check</b>	<b>30946</b>				<b>\$ 96.30</b>
04/04/2020	TSE, Inc. Work Account	30947*	Janitorial Services - 03/05/2020 & 03/19/2020	N	General Government Buildings and Plant	100-41940-314-	\$ 31.25
		30947*				100-41940-314-	\$ 25.00
		<b>Total For Check</b>	<b>30947</b>				<b>\$ 56.25</b>
04/04/2020	White Bear Lake Fireworks Fund	30948*	Annual Contribution - 2020	N	Recreation	210-45101-430-	\$ 200.00
		<b>Total For Check</b>	<b>30948</b>				<b>\$ 200.00</b>
04/04/2020	Xcel Energy	EFT033020A*	Xcel Street Light Bill: 02.03.2020 - 03.02.2020	N	Street Lighting	100-43160-380-	\$ 1,209.04
		<b>Total For Check</b>	<b>EFT033020A</b>				<b>\$ 1,209.04</b>
04/07/2020	PERA	EFT040720A*	Maintenance -Retirement - Jim Rydeen	N	Parks	100-45207-121-	\$ 185.49
		<b>Total For Check</b>	<b>EFT040720A</b>				<b>\$ 185.49</b>
04/08/2020	Manship Plumbing & Heating Inc	30949*	Standby, Testing, Wtr Main Break - Mar 2020	N	Water Utility	601-43180-314-	\$ 600.00
		30949*				601-43180-314-	\$ 240.00
		30949*			Wtr/Swr Emergency	605-43185-314-	\$ 720.00
		<b>Total For Check</b>	<b>30949</b>				<b>\$ 1,560.00</b>



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04/08/2020	Merrick Inc.	30950*	Newsetter & Utility Billing	N	Newsletter	601-41960-350-	\$ 154.00
	<b>Total For Check</b>	<b>30950</b>					<b>\$ 154.00</b>
04/08/2020	City of White Bear Lake	30951*	Water Billing - 12/05/2019 - 03/26/2020	N	Water Utility	601-43180-314-	\$ 11,338.03
	<b>Total For Check</b>	<b>30951</b>					<b>\$ 11,338.03</b>
04/08/2020	City of Roseville	30952*	IT Services Apr 2020	N	General Government Buildings and Plant	100-41940-320-	\$ 580.00
	<b>Total For Check</b>	<b>30952</b>					<b>\$ 580.00</b>
04/08/2020	AirFresh Industries, Inc.	30953*	Portable Restroom Rental	N	Parks	100-45207-314-	\$ 162.50
		30953*				100-45207-314-	\$ 81.25
	<b>Total For Check</b>	<b>30953</b>					<b>\$ 243.75</b>
04/08/2020	Isthmus Engineering	30954*	Traffic Memorandum	N	MISCELLANEOUS	100-49001-430-	\$ 1,000.00
	<b>Total For Check</b>	<b>30954</b>					<b>\$ 1,000.00</b>
04/08/2020	City of White Bear Lake	30955*	Fire Services - Mar 2020	N	Fire	100-42201-314-	\$ 2,476.25
	<b>Total For Check</b>	<b>30955</b>					<b>\$ 2,476.25</b>
04/08/2020	H.A. Kantrud, P.A.	30956*	Attorney Fees - Mar 2020	N	Legal Services	100-41601-300-	\$ 1,500.00
	<b>Total For Check</b>	<b>30956</b>					<b>\$ 1,500.00</b>
04/08/2020	BIRCH, INC.	30957*	Snow Removal Services - Dec 2019	N	Ice and Snow Removal	100-43125-314-	\$ 1,376.10
	<b>Total For Check</b>	<b>30957</b>					<b>\$ 1,376.10</b>
04/08/2020	Metropolitan Council - Env. Service	30958*	Wastewater Service - May 2020	N	Sewer Utility	605-43190-217-	\$ 4,948.50
	<b>Total For Check</b>	<b>30958</b>					<b>\$ 4,948.50</b>
04/08/2020	TA Schifsky & Sons, Inc.	30959*	Watermain Patches	N	MISCELLANEOUS	601-49001-430-	\$ 12,502.50
		30959*				601-49001-430-	\$ 2,175.00
	<b>Total For Check</b>	<b>30959</b>					<b>\$ 14,677.50</b>
04/08/2020	Gopher State One Call	30960*	Billable Tickets (16) - Mar 2020	N	Utility Locates	605-42805-314-	\$ 21.60
	<b>Total For Check</b>	<b>30960</b>					<b>\$ 21.60</b>
04/08/2020	Companion Animal Control LLC	30961*	Animal Control Services - Mar 2020	N	Animal Control	100-41916-314-	\$ 80.00
	<b>Total For Check</b>	<b>30961</b>					<b>\$ 80.00</b>

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04/08/2020	Toshiba Business Solutions	30962*	Maintenance - 11/01/2019 - 01/31/2020	N	Office Operations Supplies	100-41911-230-	\$ 29.40
		<b>Total For Check</b>	<b>30962</b>				<b>\$ 29.40</b>
04/08/2020	Lay, Tobin	30963*	Reimbursement - City Hall Supplies	N	Office Operations Supplies	100-41911-200-	\$ 16.49
		<b>Total For Check</b>	<b>30963</b>				<b>\$ 16.49</b>
04/08/2020	Rydeen, Jim	30964*	Reimbursement - Kayak Racks	N	Parks	210-45207-210-	\$ 57.88
		30964*				210-45207-210-	\$ 58.08
		30964*				210-45207-210-	\$ 17.98
		30964*				210-45207-210-	\$ 35.96
		30964*				210-45207-210-	\$ 58.51
		30964*				210-45207-210-	\$ 1.84
		30964*				210-45207-210-	\$ 29.99
		30964*				210-45207-210-	\$ 5.61
		30964*				210-45207-210-	\$ 17.76
		<b>Total For Check</b>	<b>30964</b>				<b>\$ 283.61</b>
04/08/2020	IRS - US Treasury	EFT041020B*	Federal Taxes - Q1 2020 - Mar Payment	N	Clerk - Treasurer	100-41401-100-	\$ 458.42
		EFT041020B*				100-41401-100-	\$ 1,009.26
		EFT041020B*				100-41401-100-	\$ 236.04
		<b>Total For Check</b>	<b>EFT041020B</b>				<b>\$ 1,703.72</b>
04/08/2020	Xcel Energy	EFT041620A*	Xcel Gas Bill: 01.20.2020 - 02.19.2020	N	Sewer Utility	605-43190-383-	\$ 28.97
		<b>Total For Check</b>	<b>EFT041620A</b>				<b>\$ 28.97</b>
04/08/2020	Xcel Energy	EFT041620B*	Xcel Utility Bill: 02.19.2020 - 0319.2020	N	Parks	100-45207-380-	\$ 47.35
		EFT041620B*			MISCELLANEOUS	100-49001-430-	\$(100.00)
		EFT041620B*			Sewer Utility	605-43190-380-	\$(8.13)
		EFT041620B*				605-43190-380-	\$(62.49)
		EFT041620B*				605-43190-380-	\$ 132.56
		<b>Total For Check</b>	<b>EFT041620B</b>				<b>\$ 9.29</b>
04/10/2020	Payroll Period Ending 04/10/2020	30965	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
		<b>Total For Check</b>	<b>30965</b>				<b>\$ 1,913.04</b>
04/10/2020	Payroll Period Ending 04/10/2020	30966	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 427.75
		<b>Total For Check</b>	<b>30966</b>				<b>\$ 427.75</b>

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04/10/2020	Payroll Period Ending 04/10/2020	30967	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 72.97
	<b>Total For Check</b>	<b>30967</b>					<b>\$ 72.97</b>
04/10/2020	MN Department of Labor and Industry	EFT041020A*	Building Permit Surcharge - Q1 2020	N	Building Inspections Administration	100-42401-437-	\$ 14.39
	<b>Total For Check</b>	<b>EFT041020A</b>					<b>\$ 14.39</b>
<b>Total For Selected Checks</b>							<b>\$ 90,451.41</b>

As on 4/10/2020

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Dock/Lift Permit Fee	0.00	12,750.00	12,750.00
<b>Total Acct 322</b>	<b>0.00</b>	<b>12,750.00</b>	<b>12,750.00</b>
Miscellaneous	0.00	500.00	500.00
<b>Total Acct 361</b>	<b>0.00</b>	<b>500.00</b>	<b>500.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>13,250.00</b>	<b>13,250.00</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Recreation			
Miscellaneous (431 through 499)	0.00	200.00	(200.00)
<b>Total Acct 451</b>	<b>0.00</b>	<b>200.00</b>	<b>(200.00)</b>
Parks			
Operating Supplies (211 through 219)	0.00	1,283.61	(1,283.61)
Repair and Maintenance Supplies (221 through 229)	0.00	100.00	(100.00)
Contracted Services	0.00	340.00	(340.00)
Miscellaneous (431 through 499)	0.00	4,961.33	(4,961.33)
<b>Total Acct 452</b>	<b>0.00</b>	<b>6,684.94</b>	<b>(6,684.94)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>6,884.94</b>	<b>(6,884.94)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>22,554.79</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>13,250.00</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>6,884.94</b>	
<b>Cash Balance as of 04/10/2020</b>		<b>28,919.85</b>	

As on 4/10/2020

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Total Revenues	0.00	0.00	0.00
<b>Other Financing Sources:</b>			
Total Other Financing Sources	0.00	0.00	0.00
<b>Disbursements:</b>			
Total Disbursements	0.00	0.00	0.00
<b>Other Financing Uses:</b>			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		66,233.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 04/10/2020		66,233.91	

As on 4/10/2020

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Water Fee	0.00	22,155.60	22,155.60
<b>Total Acct 341</b>	<b>0.00</b>	<b>22,155.60</b>	<b>22,155.60</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>22,155.60</b>	<b>22,155.60</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Financial Administration			
Contracted Services	0.00	1,979.25	(1,979.25)
<b>Total Acct 415</b>	<b>0.00</b>	<b>1,979.25</b>	<b>(1,979.25)</b>
Newsletter			
Printing and Binding (351 through 359)	0.00	303.60	(303.60)
<b>Total Acct 419</b>	<b>0.00</b>	<b>303.60</b>	<b>(303.60)</b>
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	918.58	(918.58)
Contracted Services	0.00	28,321.82	(28,321.82)
Fees	0.00	860.00	(860.00)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	900.00	(900.00)
PROFESSIONAL SERVICES (301 through 319)	0.00	1,455.44	(1,455.44)
Contracted Services	0.00	11,502.08	(11,502.08)
<b>Total Acct 431</b>	<b>0.00</b>	<b>43,957.92</b>	<b>(43,957.92)</b>
MISCELLANEOUS			
Miscellaneous (431 through 499)	0.00	22,707.50	(22,707.50)
<b>Total Acct 490</b>	<b>0.00</b>	<b>22,707.50</b>	<b>(22,707.50)</b>
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	2,720.95	(2,720.95)
<b>Total Acct 492</b>	<b>0.00</b>	<b>2,720.95</b>	<b>(2,720.95)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>71,669.22</b>	<b>(71,669.22)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>49,316.16</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>22,155.60</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>71,669.22</b>	
<b>Cash Balance as of 04/10/2020</b>		<b>(197.46)</b>	

As on 4/10/2020

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Sewer Fee	0.00	49,986.53	49,986.53
<b>Total Acct 341</b>	<b>0.00</b>	<b>49,986.53</b>	<b>49,986.53</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>49,986.53</b>	<b>49,986.53</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Utility Locates			
Contracted Services	0.00	89.15	(89.15)
<b>Total Acct 428</b>	<b>0.00</b>	<b>89.15</b>	<b>(89.15)</b>
Wtr/Swr Emergency			
Contracted Services	0.00	6,860.50	(6,860.50)
Sewer Utility			
Sewer - Wastewater Charge	0.00	24,742.50	(24,742.50)
Contracted Services	0.00	21,560.45	(21,560.45)
Utility Services (381 through 389)	0.00	2,436.55	(2,436.55)
Utility Services: Gas Utilities	0.00	128.21	(128.21)
<b>Total Acct 431</b>	<b>0.00</b>	<b>55,728.21</b>	<b>(55,728.21)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>55,817.36</b>	<b>(55,817.36)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>85,311.90</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>49,986.53</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>55,817.36</b>	
<b>Cash Balance as of 04/10/2020</b>		<b>79,481.07</b>	





**RESOLUTION 2020-10**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION AUTHORIZING A TRANSFER OF \$50,000 FROM  
THE SEWER FUND AND \$66,000 FROM THE CAPITAL PROJECT FUND  
TO THE GENERAL FUND**

At a regular meeting of the City Council of the City of Birchwood Village held virtually through video and telephone conferencing on Tuesday, April 14, 2020, via Zoom Video Communications, Inc., with the following members present: Mayor Mary Wingfield, Council Members Jon Fleck, Jessi Aakre, Randy LaFoy, and Kevin Woolstencroft, and the following absent: none, the Birchwood City Council resolved:

**WHEREAS**, the Birchwood City Council has approved City Project No. 2019-1 for Lake Avenue mill and overlay, City Project No. 2019-2 for Lake Avenue stormwater drainage correction, and City Project No. 2019-3 for emergency bypass of the Birchwood Lane sanitary sewer lift station; and

**WHEREAS**, the project expenditures will be paid up front from the Birchwood General Fund; and

**WHEREAS**, the project expenditures exceed the current General Fund balance; and

**WHEREAS**, the Birchwood General Fund will be replenished through property tax levies.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Birchwood Village hereby authorizes the transfer of \$50,000 from the Sewer Fund and \$66,000 from the Capital Project Fund to the General Fund to cover expenditures associated with City Projects No. 2019-1, 2019-2, and 2019-3.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Mary Wingfield, Mayor

Attest:

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk



**RESOLUTION 2020-13**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION APPROVING AMMENDMENT OF THE  
BIRCHWOOD VILLAGE SPECIAL ASSESSMENT POLICY**

**WHEREAS**, the City Council of the City of Birchwood Village convened a town hall meeting with Birchwood residents on February 6, 2020 to determine the community’s preference for how to pay for mill and overlay road projects; and

**WHEREAS**, the City Council presented residents the following two funding options for mill and overlay road projects:

- To assess only properties that receive an increase in property valuation from the work; or
- To levy all Birchwood Village residents for all mill and overlay road work through property taxes; and

**WHEREAS**, a poll of town hall attendees showed overwhelming support towards levying all Birchwood Village residents for all mill and overlay road work through property taxes; and

**WHEREAS**, the town hall meeting was well attended with a cross section of Birchwood Village residents, filling the City Hall to capacity; and

**WHEREAS**, funding mill and overlay road work through levy will save the City the overhead expenditures associated with conducting an assessment, which will be an overall savings to Birchwood Village property tax payers.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village, Minnesota, that the Street Treatment Definition of Mill and Overlay in Sec. 3.0 Policy Definitions of the Birchwood Village Special Assessment Policy be changed to be considered maintenance and to not be assessed unless the physical characteristics of the street are changed, widened or otherwise altered.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14<sup>th</sup> day of April, 2020.

Attest:

\_\_\_\_\_  
Mary Wingfield, Mayor

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk

street repairs.

**Street:** All public ways designed as a means of access to the adjoining properties.

## Street Treatment Definitions:

- 1) **Seal Coat:** Involves filling cracks with bituminous patch, spraying the road surface with oil and covering it with a layer of small rock or crushed granite. Seal coating is considered maintenance and as such will not be assessed.
- 2) **Mill and Fill:** Involves milling out larger cracks and filling these as a more effective and longer lasting method of repair. ~~Considered maintenance, it will not be assessed unless the physical characteristics of the street are changed, widened or otherwise altered. If changes are made, it could be eligible for funding by special assessment.~~

**Mill and Overlay:** Consists of grinding off the upper layer of asphalt and replacing it with a new layer.

~~3) Both Mill and Fill and Mill and Overlay are Considered maintenance, it and will not be assessed unless the physical characteristics of the street are changed, widened or otherwise altered. If changes are made, these could be eligible for funding by special assessment.~~

- ~~4) **Roadway Reclamation:** Consists of grinding up the existing asphalt surface completely and mixing it with a portion of the gravel base. This combination is then used as the new upper road base.~~

- ~~5) **Reconstruction:** Includes complete pavement removal, subgrade correction as needed, as well as elevation and width corrections, surface material, and other changes to the original design. This is often considered and done in conjunction with utility repairs/replacement.~~

**System Cost:** That portion of the assessable cost that benefits properties whose assessments are deferred because they are located outside of the City limits, or are unable to make use of the improvements due to factors beyond their control. An example would be street assessments for those properties along County Line Road, although these residents could derive some use from use of these streets. The City Council would need to make a special determination during the assessment stage of planning to allow for funding of anomalies such as these.

**Unit:** A unit for definitions of assessment may include, but is not limited to: a household; a parcel/lot or a residence.

**Unit Share:** That portion (or share) of the cost of an improvement project that is or will be assessed to a particular residence is considered the unit share. One unit is assessed no more than one share. If on a corner or odd shaped lot the unit may be assessed less than one share based on the frontages as accounted for in '**Methods of Assessment.**'

**Yard, Front:** A yard extending across the front of the lot between the side yard lines and lying between the front street line of the lot and the nearest line of the building.

**MEMORANDUM**



**Birchwood Village**

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**TO:** Birchwood City Council  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** Ratify Purchase of Copy Machine  
**DATE:** April 9, 2020

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Hello Mayor & Council Members,

Our office copier has died. It is 10 years old and lasted 3 years longer than expected. It is no longer eligible for repairs under our maintenance agreement with Toshiba because the parts are becoming obsolete.

Because this is a critical piece of equipment for the office and was needed to prepare the packets for this meeting, I purchased the replacement copier already; the Toshiba e-Studio 2518A B&W copier. I consulted with Toshiba Business Solutions, from the State preferred contractor list (cheaper), and then consulted with each of you individually before making the purchase. The final purchase price was \$2,618.60 and a five (5) year service agreement for \$35.70 per month.

Enclosed is a comparison sheet of the options and the agreement.

**Request/Recommendation**

I request the City Council ratify my purchase and service agreement with Toshiba Business Solutions, as enclosed. Thanks!

Regards,  
 Tobin Lay  
 City Administrator

## COPIER REPLACEMENT COMPARISON SHEET

	Existing	New Color	New B&W	Used Color
e-Studio Series	205L	3515AC	2518A	3555C
Special Features	100 sheet color or B&W scan, B&W print, copier stand	100 sheet advanced scan, preview scan, mobile print & capture, copier stand	100 sheet advanced scan, mobile print & capture, copier stand	100 sheet advanced scan, large capacity feeder, console finisher w/ stapling, bridge kit, fax board
Purchase Price	\$1,798.00	\$3,029.41	\$2,569.41	\$2,872.50
Maintenance & Supplies*	Month: \$13.10; (Year: \$157.20; 5 Yrs: \$786)	Month: \$37.56; (Year: \$450.72; 5 Yrs: \$2,253.60)	Month: \$35.7; (Year: \$428.40; 5 Yrs: \$2,142)	Month: \$36.07; (Year: \$432.84; 5 Yrs: \$2,164.2)
Overage B&W**	\$0.0049	\$0.0125	\$0.0119	\$0.0120
Overage Color**	N/A	\$0.063***	N/A	\$0.0668***
Budget Increase	Unknown****	Month:\$24.46; Year:\$293.52; 5 Yrs: \$1,467.60	Month: \$22.60; Year: \$271.20; 5 Yrs: \$1,356	Month: \$22.97; Year: \$275.64; 5 Yrs: \$1,378.20

\* Monthly fee that includes parts, labor, travel, and supplies; everything except for paper & staples. All prices are based on 3,000 copies/month usage

\*\* Cost per copy beyond the 3,000 B&W or 1 color base

\*\*\* Standard cost for color copy at Office Depot is \$0.49 per copy

\*\*\*\* No longer covered under maintenance plan - obsolete parts



**GENERAL TERMS AND CONDITIONS OF SALE**

- 1. ACCEPTANCE. ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.**
- 2. Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
- 3. Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
- 4. Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
- 5. Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
- 6. Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
- 7. Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
- 8. Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
- 9. Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
- 10. Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
- 11. Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
- 12. Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
- 13. EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.**
- 14. Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
- 15. LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.**
- 16. Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
- 17. Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
- 18. No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
- 19. APPLICABLE LAW. THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.**
- 20. Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
- 21. Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
- 22. Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
- 23. Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 24. Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
- 25. Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
- 26. Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.
- 27. Opt In.** You hereby consent to receive electronic marketing communication on Toshiba products and services.





**TERMS AND CONDITIONS (CONTINUED)**

- 1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
- 2. Term.** This Contract will remain in force for 60 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
- 4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
- 5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
- 6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.
- Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.
- 7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. Unless otherwise noted, OEM toner will be used.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
- 8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
- 9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
- 10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
- 11. MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.
- 12. EXCLUSIONS.** Service under this Contract does not include:
- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
- (b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
- 13. CUSTOMER OWNED EQUIPMENT.** (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.
- 14. INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

**IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED \*AS IS.\***

**15. GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

You hereby consent to receive electronic marketing communication on Toshiba products and services.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

# MEMORANDUM



**Birchwood Village**

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**TO:** Birchwood City Council  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** Variance Case No. 20-01-VB, 15 Birchwood Ln  
**DATE:** April 14, 2020

---

Hello Mayor and Council Members,

The variance request for 15 Birchwood Lane that was scheduled to come before you at this meeting has been postponed. The applicants, Greg & Kathy Sherwood have requested an extension until the May 12, 2020 City Council meeting to allow them more time to complete the Council's March 2020 requests.

**Request/Recommendation**

Variance applicants Greg & Kathy Sherwood request Council Members approve their extension request until May 12, 2020. Thanks!

Regards,  
Tobin Lay  
City Administrator



## ORDINANCE 2017-07-01

CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTAAN ORDINANCE AMENDING EXTERIOR STORAGE  
REQUIREMENTS IN CITY CODE

The City Council of the City of Birchwood Village hereby ordains that Chapter 615 (Exterior Storage) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

**SECTION 615. EXTERIOR STORAGE**

615.010. POLICY. All materials and equipment shall be stored within buildings or in the rear yard in a screened area. Such screened area may consist of fencing of a suitable height, natural shrubbery, and/or topography so that the stored items are not visible from the frontage street or adjoining properties.

615.020. EXCEPTIONS TO POLICY.

1. Stacked firewood piles.
2. Clothesline poles and sires/lines.
3. Children's playground equipment.
4. Construction and landscaping equipment currently in use on the premises for use in the near future, pursuant to an existing and current building permit.
5. The normal tools used in lawn, garden and tree maintenance.
6. Off street parking of correctly licensed and operational automobiles and pickup trucks, parked on a designated driveway or on one (1) open paved or graveled space located adjacent to a driveway or garage. Provided, moreover, that any vehicle or boat parked on residential property for sale by the resident must be owned and licensed to the resident.
7. Boats, trailers, snowmobiles and recreational vehicles currently licensed and owned by the resident may be stored in the rear yard subject to the following:
  - a. Motorized boats, boat trailers, utility trailers, travel trailers, snowmobiles, and motorized recreational vehicles cannot exceed twenty (20) feet in length.
  - b. Sailboats cannot exceed ~~twenty~~thirty-eight (~~28~~38) feet in length.

8. Seasonal storage of boats ~~lifts is is-are~~ permitted in the rear yard of a resident's lot. If storage in the rear yard of the lot presents a verifiable hardship is not conducive due to property restrictions (trees, shrubs, structures, impeded access to rear yards, or encumbrances) storage may be in the front yard by permit. Whether in the front or back yard, a boat must be stored six (6) feet from the right-of-way. Such storage is only authorized between October 1<sup>st</sup> through May 1<sup>st</sup> Boat or a boat lift may be stored for a maximum of when public docks are taken out of the lake and one month after public docks go back into the lake. Boats and/s must be owned by the resident-property-owners where the boat is being stored and boats must be on their trailer.

9. Visitors to Birchwood may park currently licensed and operational travel trailers and motorized recreational vehicles in a residents designated driveway for a period of up to seven (7) days. Parking beyond the seven (7) day period will require a non-fee permit from the City Clerk. The permit will provide for an additional parking period of up to fourteen (14) days. In no event will visitor parking by any one visitor exceed twenty-one (21) days during a six (6) month period.

615.030. EXCEPTIONS TO STORAGE LOCATIONS.

1. Normal storage items which are subject to the screening requirements of Section 615.010, and the items enumerated in Section 615.020 (7) (subject to the length limitations therein) may be stored at any place on the lot, but not closer to any street frontage lot line than the buildings existing on that lot forty (40) feet (whichever is) for the following properties:

- a. Lots abutting White Bear Lake;
- b. Multiple frontage lots (where there is no defined rear yard); or
- c. Lots on which a substantial portion of the dwelling is located within the rear one-third (1/3) of the lot.

2. Seasonal storage of boats, subject to length limitations found in 615.020 (7) a and b, boat lifts and docks are permitted on those lots abutting White Bear Lake in the area from the lake side of the residence to the ordinary high water level.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this 14<sup>th</sup> day of April, 2020

Attest:

\_\_\_\_\_  
Mary Wingfield, Mayor

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk

**RESOLUTION 2020-11**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION APPROVING SUMMARY PUBLICATION OF  
ORDINANCE NO. 2017-07-01, AN ORDINANCE AMENDING  
SECTION 615 EXPANDING EXCEPTIONS TO EXTERIOR STORAGE  
REGARDING SEASONAL STORAGE OF BOATS IN CITY CODE**

**WHEREAS**, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

**WHEREAS**, the City has adopted Ordinance No. 2017-07-01, which amends City Code Section 615 Exterior Storage; and

**WHEREAS**, the new ordinance is lengthy and would be costly for the City to publish in its entirety as required by law for the adoption of an ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village, Minnesota, as follows:

1. Because the terms of Ordinance 2017-07-01 are lengthy, the City may publish the attached summary of the Ordinance as allowed by statute, and need not publish the entire ordinance. The attached summary clearly informs the public of the intent and effect of the Ordinance. Summary publication has been approved by at least a 4/5 vote of the City Council.
2. The effective date of the Ordinance amendments shall be upon their publication by summary as required by law.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Mary Wingfield, Mayor

Attest:

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk

Please be advised that the City of Birchwood has duly-passed the following ORDINANCE:

AN ORDINANCE AMENDING SECTION 615  
EXPANDING EXCEPTIONS TO EXTERIOR STORAGE  
REGARDING SEASONAL STORAGE OF BOATS

The following is a SUMMARY of the Ordinance:

On April 14, 2020 the City adopted an Ordinance (2017-07-01) to increase the allowable length of boats allowed to be stored in a rear yard, the requirements of such seasonal storage and the process to be followed to store boats seasonally in a front yard.

PLEASE BE ADVISED, this is not the full text of the Ordinance passed and the published material is only a summary. The full text is available for public inspection at the City of Birchwood, 207 Birchwood Avenue, Birchwood, Minnesota 55110 or delivered upon request electronically or by U.S. Mail.

*Summary complies with Minn. Stat. §§ 331A.05 subd. 8. & 412.191 subd 4.*



## ORDINANCE 2020-02-01

CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTAAN ORDINANCE AMENDING AND ADDING DEFINITIONS  
IN THE CITY LAND USE CODE

The City Council of the City of Birchwood Village hereby ordains that Chapter 300 (Land Use) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

## SECTION 300. LAND USE

300.020. DEFINITIONS. For the purpose of Chapters 300 through 399 certain terms and words are hereby defined as follows:

1. Accessory ~~Use or~~ Structure. A non-habitable one-story detached accessory structures (e.g., tool sheds, storage sheds, etc.) provided the floor area does not exceed 144 square feet and a maximum wall height of 12 feet measured from the finished floor levelground to the top of the top plate.A use or structure subordinate to the principal use or structure on the same lot and serving a purpose customarily incidental thereto.
- ~~52.~~ Basement....
- ~~23.~~ Best Management Practices (BMPs)....
- ~~34.~~ Board....
- ~~45.~~ Boathouse....
- ...
- ~~1412.~~ Driveway....
- ~~1213.~~ Dwelling....
- ~~1314.~~ Dwelling Unit....
- ...
- ~~33.~~ Nominal Structure. A non-habitable one-story detached accessory structures (e.g., tool sheds, storage sheds, playhouses, dog house, etc.) provided the floor area does not exceed 25 square feet and a maximum wall height of 10 feet measured from the finished floor levelground to the top of the top plate.
- ...
- ~~3335.~~ Official Map....
- ~~3536.~~ Open Space....
- ~~3637.~~ Open Space Site....
- ...
- ~~3739.~~ Owner....
- ~~3940.~~ Parking Space or Driveway....
- ~~4041.~~ Preliminary Plan....
- ~~4142.~~ Public Utility Use....
- ~~4243.~~ Public Waters....
- ~~4344.~~ Roadway....

- ~~4445.~~ Setback....
- ~~4746.~~ Shoreland....
- ~~614647.~~ Significant Tree....
- ~~4548.~~ Solar Energy....
- ~~4649.~~ Solar Energy System....
- ~~4850.~~ Storage Shed....
- ~~4951.~~ Storm Water....
- ~~5052.~~ Street....
- ~~5153.~~ Structure....
- ~~5254.~~ Structural Alteration....
- ~~5355.~~ Subdivider....
- ~~5456.~~ Subdivision....
- ~~5557.~~ Variance....
- ~~5658.~~ Walkway....
- ~~5759.~~ Wetland....
- ~~5860.~~ Yard, Front....
- ~~5961.~~ Yard, Rear....
- ~~6062.~~ Yard, Side....

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this 14<sup>th</sup> day of April, 2020

\_\_\_\_\_  
Mary Wingfield, Mayor

Attest:

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk

**RESOLUTION 2020-12**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION APPROVING SUMMARY PUBLICATION OF  
ORDINANCE NO. 2020-02-01, AN ORDINANCE AMENDING AND ADDING TO  
SECTION 300 IN CITY ZONING CODE REGARDING DEFINITIONS OF  
STRUCTURES AND RENUMBERING OF REMAINING DEFINITIONS**

**WHEREAS**, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

**WHEREAS**, the City has adopted Ordinance No. 2020-02-01, which amends City Code Section 300 Land Use; and

**WHEREAS**, the new ordinance is lengthy and would be costly for the City to publish in its entirety as required by law for the adoption of an ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village, Minnesota, as follows:

1. Because the terms of Ordinance 2020-02-01 are lengthy, the City may publish the attached summary of the Ordinance as allowed by statute, and need not publish the entire ordinance. The attached summary clearly informs the public of the intent and effect of the Ordinance. Summary publication has been approved by at least a 4/5 vote of the City Council.
2. The effective date of the Ordinance amendments shall be upon their publication by summary as required by law.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Mary Wingfield, Mayor

Attest:

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk

Please be advised that the City of Birchwood has duly-passed the following ORDINANCE:

AN ORDINANCE AMENDING & ADDING TO SECTION 300  
REGARDING DEFINITIONS OF STRUCTURES  
AND RENUMBERING OF REMAINING DEFINITIONS

The following is a SUMMARY of the Ordinance:

On April 14, 2020 the City adopted an Ordinance (2020-02-01) to redefine the definition of an “accessory structure” and add the term and definition of a “nominal structure” to Section 300.020 of the City Code. This addition also caused the numbering of the remaining definitions to be altered accordingly but did not substantively change any definitions.

PLEASE BE ADVISED, this is not the full text of the Ordinance passed and the published material is only a summary. The full text is available for public inspection at the City of Birchwood, 207 Birchwood Avenue, Birchwood, Minnesota 55110 or delivered upon request electronically or by U.S. Mail.

*Summary complies with Minn. Stat. §§ 331A.05 subd. 8. & 412.191 subd 4.*

# MEMORANDUM



**Birchwood Village**

**TO:** Birchwood City Council  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** 2020 Water Main Surcharge  
**DATE:** April 9, 2020

Hello Mayor and Council Members,

Birchwood Village has experienced an unusual number of water main issues this past winter – three (3) breaks and the Wildwood lift station flooding. The City only budgets for two (2) breaks each year because that is normal.

The current expenditures for these water main issues are as follows (these may not be final):

<b>NAME</b>	<b>WORK DISCRIPTION</b>	<b>AMOUNT</b>
CAPRA'S UTILITIES	Repair broken water main	\$6,526.75
MILLER EXCAVATING	Repair broken water main	\$4,975.33
WATER CONSERVATION SERVICES INC	Leak Locate	\$1,455.44
MANSHIP PLUMBING & HEATING	Repair water main break	\$3,490.00
STEVE DEAN	Soil Storage Fee	\$900.00
T.A. SCHIFSKY & SONS	Road Repair	\$8,030.00
	<b>Estimated Total</b>	<b>\$25,377.52</b>

The City Council adopted a Water Main Surcharge Policy in 2017 (enclosed) that allows for a surcharge during years of excess water main breaks. All that is needed is for the Council to approve the rate and duration of this current surcharge.

### **Request/Recommendation**

In an effort to pay for this unbudgeted expense, staff recommends the Council approve a \$10/quarter water surcharge through the rest of 2020. Thanks!

Regards,  
 Tobin Lay  
 City Administrator

CITY OF BIRCHWOOD VILLAGE  
STATE OF MINNESOTA  
RESOLUTION 2017-10

RESOLUTION ESTABLISHING A WATERMAIN BREAK SURCHARGE FOR UNBUDGETED WATER MAIN  
BREAKS AND EFFECTIVE FOR EACH WINTER SEASON AND APPORTIONED THE FOLLOWING THREE  
QUARTERS OF THE CITY'S UTILITY BILLING

WHEREAS, historically changes to Water Rates have been made when it is necessary to maintain structurally-balanced operations and to ensure a sufficient Fund Balance to meet recurring costs as they become due; and

WHEREAS, expenses for unbudgeted water main breaks exceeding two per winter season are in excess of the average costs anticipated and factored into the City's water rates; and

WHEREAS, the remaining quarterly water main break surcharge amounts will produce the additional revenues in the calendar year needed to support the excess costs due to water main break(s) and to retain a sufficient Fund Balance; and

WHEREAS, therefore the Water charges will be expanded to include a water main break surcharge for each water main break exceeding two per winter season.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Birchwood Village approves establishing a quarterly water main break surcharge, for all households connected to City water, equal to the amount of all costs to repair water main breaks in excess of two per winter season and apportioned over the succeeding summer, fall and winter billing quarters.


FURTHER, this Resolution to cover these unanticipated excess costs shall be ongoing from year to year until further action by the City Council.

Adopted this 9<sup>th</sup> day of May, 2017



Mary Wingfield, Mayor

ATTEST:

  
Tobin Lay, City Administrator

# MEMORANDUM



**Birchwood Village**

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**TO:** Birchwood City Council  
**FROM:** Mary Wingfield, Mayor  
**SUBJECT:** Suspension of Utility Late Fees  
**DATE:** April 9, 2020

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With the pandemic, cities are looking for ways to help their residents. One of those ways is waiving late Utility Bill fees. In speaking with St. Anthony Village, they suggest that we apply a waiver retroactively to this past billing and extending it to the next quarter as well (March and June bills). If payment cannot be made with the fall billing (Sept), the city can then apply the late fees and certify any delinquent accounts to the county and reinstitute the interest penalty if the fall bill remains delinquent.

Notice of this policy can be posted on the statements of the next billing cycle.

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# Memorandum of Understanding

## Among the Washington County Cooperative Weed Management Area Partners (Listed in Appendix A)

### **I. Background and Objectives**

Invasive species have significant environmental, social, and economic impacts on natural areas, parks, and open spaces. Invasive species are a leading threat to the native species of the United States, second only to habitat destruction. Invasive plants consume approximately three million acres of land each year. Invasive plants threaten both entire ecosystems and individual species. They negatively impact ecosystems through competition, suppression, and displacement of native species and can alter ecosystem functions. Washington County contains a myriad of groups including governmental agencies, non-profit organizations, private business, and private citizens and landowners that give the county the unique opportunity to manage invasive plants in a cooperative manner.

### **II. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to encourage and formalize the cooperative relationship necessary for effective management, coordination, and implementation of invasive terrestrial and aquatic plant species programs among the above mentioned Partners.

Other organizations or individuals may, at any time, join as Partners of the Washington County Cooperative Weed Management Area (WC-CWMA). Partners may agree to offer funding or in-kind service to the WC-CWMA. These Partners will be required to sign a signatory page stating that they will voluntarily participate under the applicable guidelines in this MOU. Partners are listed in Appendix A.

## **Definition of terms**

*Introduction-* the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.

*Ecosystem-* the complex of a community of organisms and its environment.

*Native species-* a plant species that historically occurred in Washington County, not as a result of an introduction.

*Local Ecotype Native Seed-* seed originating from the ecoregions found in Washington County. Seed used in the WC-CWMA must be Local Ecotype Native Seed, and must originate from as close to the given project as possible. “Yellow tag” certified seed should be used whenever possible.

*Non-native species-*with respect to a particular ecosystem, any plant species, including its seeds, spores, or other biological material capable of propagating that species, that has been introduced to that ecosystem by means other than natural processes.

*Invasive plant or weed-* a plant species, typically non-native, that has competitive advantages and can become established in natural plant communities and wild areas and replace native vegetation. They may alter the ecosystem and may cause economic, environmental, and/or social harm and may also negatively affect human health.

*Noxious weed-* a plant determined to be problem by a governmental agency. This can be on a county, state, or national level. They are mandated by law as pest species, and the law calls on all citizens for the destruction of the species.

*WC-CWMA - Washington County Cooperative Weed Management Area-* geographically defined as the lands and waters within the geopolitical boundaries of Washington County. A cooperative effort to manage invasive plants in Washington County.

*WC-CWMA Steering Committee - WC-CWMA Steering Committee* organizes members, provides direction, holds regular meetings, and generally furthers the common goal of cooperative invasive plant management. Each Partner will be directly or indirectly represented on the Steering Committee. The steering committee shall select a chair and vice chair.

### III. Legislative Authority

For the National Park Service, the legal authority for entering into this agreement is the National Park Service Organic Act (16 U.S.C. §§ 1-3). This is a general management authority for entering into a memorandum of understanding to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding.

This MOU is neither a fiscal nor a funds obligation document. Any action involving contribution of funds or reimbursement between parties to this MOU will be handled in accordance to applicable laws, regulation, and procedures including those for Government procurement and printing. These actions will be outlined in separate agreements between parties and will be authorized by the appropriate statutory authority. This authority does not provide such authority, nor does it establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

### IV. Statement Of Work

The intent of this MOU is to enhance the success of the Cooperative Weed Management Area for Washington County by encouraging sharing of resources, information, expertise, and effort on a willing and cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

The undersigned parties mutually agree to the following:

- a. Participate and/or cooperate in the development of the Washington County Cooperative Weed Management Area (WC-CWMA); including cooperatively preparing a Management Plan to describe the goals objectives and strategies of the CWMA. The Management Plan will outline the structure and function of the CWMA and provide any other needed background information. Absent any separate agreement among one or more parties, each party is solely responsible for its own costs and participation in this joint planning effort.
- b. Share information among Partners and provide assistance and expertise regarding invasive plant management activities on their lands and waters.
- c. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning and education on lands and waters within the Washington County Cooperative Weed Management Area (WC-CWMA).
- d. Utilize the Washington Soil and Water Conservation Division as the fiscal administrator for any grants or financial support received by the WC-CWMA.
- e. Review this MOU and make revisions and updates as necessary to meet the purpose of the agreement. Amendments shall become effective upon approval by all Partners.

This MOU in no way restricts any of the Partners from participating in similar activities with other public or private agencies, organizations, or individuals.

**V. Term of Agreement**

This MOU will become effective upon July 1<sup>st</sup>, 2020. Any additional parties added after this date will be subject to the 30 day review process outlined in Section VII before becoming a partner. This MOU expires 5 years from the effective date at which time it will be subject to review, renewal, or expiration. If the Partners mutually agree to continue cooperation, a new agreement shall be executed.

**VI. Modification and Termination**

Modifications to this MOU shall be made by the issuance of a unanimously approved modification prior to any changes being performed. Any Partner may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

**VII. Additional Parties to the MOU**

Additional parties may, and are encouraged to, be added to the MOU as Partners at anytime. All Partners will be notified of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified the Partner may choose to withdraw from the MOU. If the Partner does not withdraw, then the additional party with the conflict of interest may not be added to the MOU.

**VIII. Key Officials and Signatures**

A separate page will be included for each of the Partners designating the key official to this MOU and the signature for the person authorized to enter into this agreement.

**Memorandum of Understanding**

Among the  
Washington County Cooperative Weed Management Area Partners  
(Listed in Appendix A)

**IX. Key Official and Signatures (continued)**

**Name, Title:**

**Agency/Organization:**

**Address:**

**Key Official Signature:** \_\_\_\_\_

**X. Primary Partner Contact**

**Name, Title:**

**Agency/Organization (If different than above):**

**Phone:**

**E-mail:**

## Appendix A.

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# MEMORANDUM



Birchwood Village

**TO:** Birchwood City Council  
**FROM:** Tobin Lay, City Administrator  
**SUBJECT:** City Park Address Assignments  
**DATE:** April 9, 2020

Hello Mayor and Council Members,

The PSAP Coordinator from the Washington County Sheriff’s Office has requested that the City assign address numbers to each of the City Parks to aid emergency personnel in locating them in times of emergencies. No addresses have previously been assigned to any Birchwood City Park or beach.

Below is a table of available options for each of the City’s parks and beaches. I bolded the options that I thought were logical and enclosed a Resolution that includes the addresses that made most sense to me.

PARK NAMES	ADDRESS OPTIONS
<i>BLOOMQUIST PARK</i>	Birchwood Ave: 200, 202, 204, <b>206, 208</b> , 210, 212, 214, 216, 218 Cedar St: 181, 183, 185, 187, 189
<i>POLLY'S PARK</i>	Birchwood Ave: <b>418</b> , 419, 420 White Pine Ln: <b>12</b>
<i>TIGHE-SCHMITZ PARK</i>	Lake Ave: <b>410, 412</b> , 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, <b>460</b> , 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, <b>486</b> , 488, 490, 492, 494, 496, 498, 500
<i>WILDWOOD PARK</i>	Wildwood Ave: 202, 203, 204, 206, 207, 208, 209, 210, 211, 212, 213, 215, 216, 218, 219, 220, 222, 223, 224, 225, 227, 228, <b>230</b> , 231, 234, <b>235</b> , 236, 238, 239, 241, 244, 245, 246, 247, 249, 252, 253, 254, 255, 257, 258, 260, 261, 263, 264, 265, 266
<i>CURT FEISTNER MEMORIAL PRESERVE</i>	East County Line Rd: <b>4110</b>
<i>ASH BEACH</i>	Wildwood Ave: 143 1/2
<i>BIRCH BEACH</i>	Wildwood Ave: 199 1/2
<i>ELM BEACH</i>	Wildwood Ave: 269, 271, 273, 275, 277, 279, 281, 283, <b>285</b> , 287, 289, 291, 293, 295, 297, 299
<i>DELLWOOD BEACH</i>	Lake Ave: 407 1/2
<i>KAY BEACH</i>	Lake Ave: 485, 487, 489, 491, 493, <b>495</b> , 497, 499, 501, 503

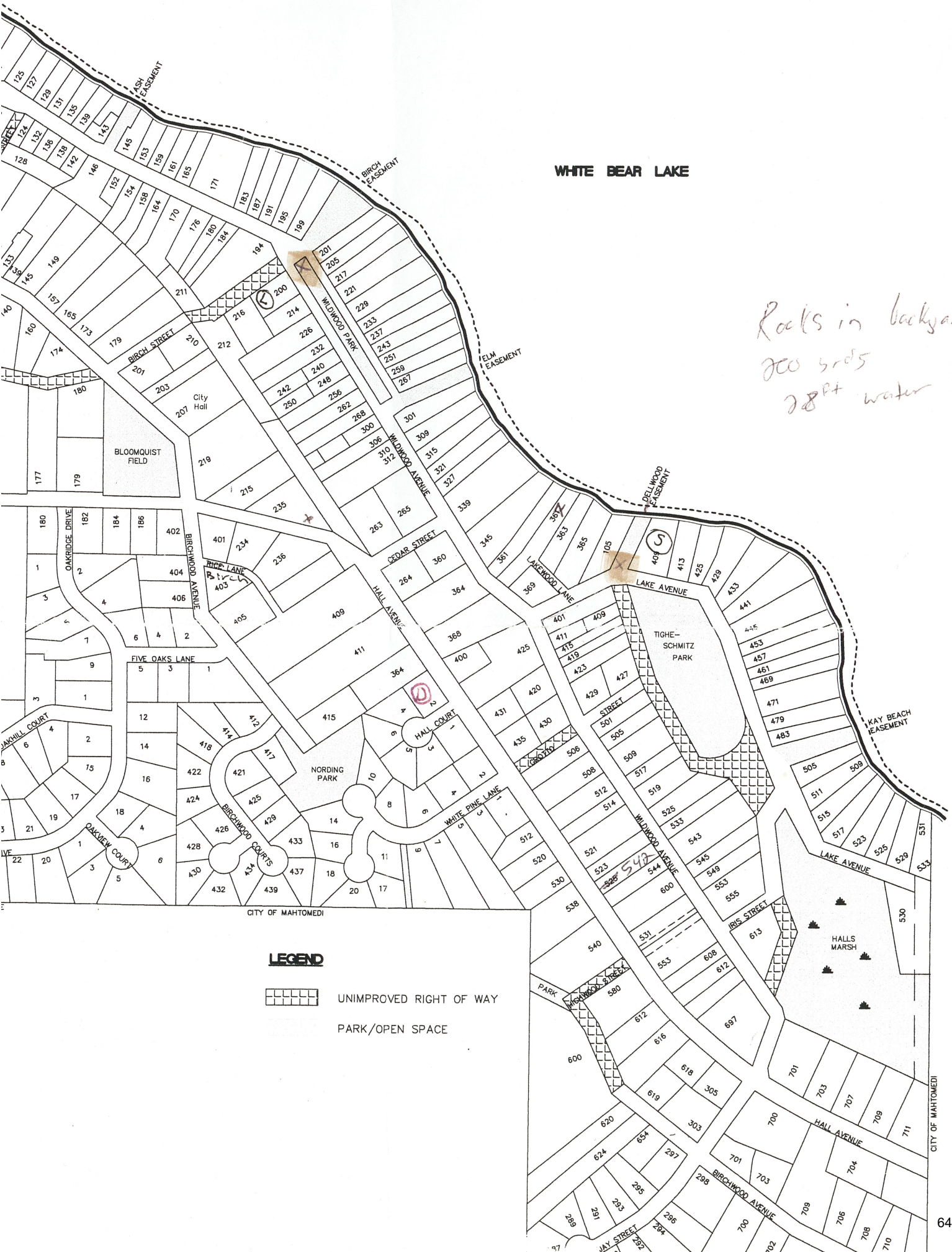
**Request/Recommendation**

- The Washington County Sheriff Dept. and City staff requests the City Council:
- 1) Assign address numbers to each of the City’s parks and beaches, listed above; and
  - 2) Adopt the enclosed Resolution 2020-14.



Regards,  
Tobin Lay

WHITE BEAR LAKE

Rocks in backyard  
200 yards  
28 ft water



**LEGEND**

-  UNIMPROVED RIGHT OF WAY
-  PARK/OPEN SPACE



**RESOLUTION 2020-14**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION ADOPTING ADDRESS ASSIGNMENTS  
FOR BIRCHWOOD VILLAGE PARKS AND BEACHES**

At a regular meeting of the City Council of the City of Birchwood Village held virtually through video and telephone conferencing on Tuesday, April 14, 2020, via Zoom Video Communications, Inc., with the following members present: Mayor Mary Wingfield, Council Members Jon Fleck, Jessi Aakre, Randy LaFoy, and Kevin Woolstencroft, and the following absent: none, the Birchwood Village City Council resolved:

**WHEREAS**, Birchwood Village’s parks and beaches have not previously been assigned address numbers; and

**WHEREAS**, The Washington County Sheriff Office has requested that the City assign address numbers to its parks; and

**WHEREAS**, Assigning address numbers to each City park and beach will aid emergency personnel in locating the park faster in times of emergencies.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Birchwood Village hereby assigns the address numbers as follows:

- |                                   |                            |
|-----------------------------------|----------------------------|
| • Bloomquist Park                 | 208 Birchwood Avenue       |
| • Polly’s Park                    | 12 White Pine Lane         |
| • Tighe-Schmitz Park              | 412 Lake Avenue            |
| • Wildwood Park                   | 230 Wildwood Avenue        |
| • Curt Feistner Memorial Preserve | 4110 East County Line Road |
| • Ash Beach                       | 143 ½ Wildwood Avenue      |
| • Birch Beach                     | 199 ½ Wildwood Avenue      |
| • Elm Beach                       | 285 Wildwood Avenue        |
| • Dellwood Beach                  | 407 ½ Lake Avenue          |
| • Kay Beach                       | 495 Lake Avenue            |

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14<sup>th</sup> day of April, 2020.

Attest:

\_\_\_\_\_  
Mary Wingfield, Mayor

\_\_\_\_\_  
Tobin Lay, City Administrator-Clerk