



AGENDA OF THE REGULAR MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
December 8, 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 City Council is conducting its December 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 6:45pm to coordinate with the Moderator.**

**The Moderator of the meeting shall be City Administrator Andy Gonyou and all participants, except Council Members, shall have their microphones muted unless recognized by the Mayor. Public Forum shall be honored using this technology and the meeting will be broadcast via the Cable Commission like other meetings.**

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

Join Zoom Meeting

<https://us02web.zoom.us/j/82592455875?pwd=ektiRkNMOFIDY3RRaEJRMnpaTmJuZz09>

Meeting ID: 825 9245 5875

Passcode: 384079

\* Denotes items that have supporting documentation provided

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

**ANNOUNCEMENTS**

- A. Ice rink opening date TBD – watch website and email for announcement
- B. COVID CANCELLATION--ANNUAL CHRISTMAS PARTY
- C. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

**ADMINISTRATIVE PRESENTATION**

- A. Sheriff Report\* (p.5)
- B. Deer Bow Hunt Results\* (p.7)
- C. 310/312 Wildwood Avenue Property Cleanup Update\* (p.9)

**CITY BUSINESS – CONSENT AGENDA**

- A. Approve Regular Meeting Minutes from November 10, 2020\* (pp. 11-16)
- B. Approve Treasurer’s Report\* (pp. 17-32)
- C. Approve Resolution 2020-39 Conditional Use Permit\* (pp. 33-34)
- D. Approve Resolution 2020-41, Designating Polling Place\* (pp. 35)
- E. Approve Joint Powers Agreement with Metro INET\* (pp. 37-61)

**CITY BUSINESS – REGULAR AGENDA**

- A. Truth in Taxation/Adoption of Final Levy and Budget\* (pp. 63-70)
  - a. Public Hearing
  - b. Review of Proposed 2021 Levy and Budget
  - c. Approve Resolution 2020-42, Final Budget Adoption
  - d. Approve Resolution 2020-43, Final Levy Adoption

*Time Budget: 10 Minutes*
- B. Resolution 2020-44 - Certification of Delinquent Utility Accounts to the County\* (pp. 71-72)
  - a. Public Hearing
  - b. Council Deliberation and Approval

*Time Budget: 5 Minutes*
- C. Second Reading Ord. 2020-11-01, Sec. 301.055 Permit Requirements\* (pp. 73 -74)
  - a. Public Hearing
  - b. Council Deliberation and Approval

*Time Budget: 5 Minutes*
- D. Variance Case No. 20-06-VB for 259 Wildwood Avenue\* (pp. 75-118)
  - a. Council Deliberation
  - b. Approve Resolution 2020-40

*Time Budget: 20 Minutes*

\* Denotes items that have supporting documentation provided

- E. Washington County Commissioner Update
  - a. Presentation by County Commissioner Stan Karwoski
  - b. Q&A and Council Deliberation

*Time Budget: 15 Minutes*
- F. Staffing Updates (Wingfield)\* (pp. 119-120)
  - a. City Treasurer
    - i. Council Deliberation
    - ii. Approve Resolution 2020-45, Naming City Treasurer
  - b. Deputy Clerk
    - i. Council Deliberation

*Time Budget: 10 Minutes*
- G. Village Hall Refurbishments (Wingfield)
  - a. Council Deliberation
- H. Council Member Reports:
  - a. Mayor Wingfield
    - i. Buckthorn Removal for Bloomquist Park/City Hall
    - ii. Legacy Grant App for Historical Park Signage (Centennial Celebration)

*Time Budget: 5 Minutes*
  - b. Councilmember LaFoy
    - a. Retirement

*Time Budget: 5 Minutes*

**ADJOURN**

\* Denotes items that have supporting documentation provided



# MEMORANDUM



**TO:** Birchwood Village City Council  
**FROM:** Andy Gonyou, City Administrator  
**SUBJECT:** Sheriff Report  
**DATE:** December 3, 2020

Dear Mayor & City Council Members: Below is a reporting of law enforcement incidents and citations for November 2020:

## Incident Summary Report PUBLIC

From: 11/1/2020 12:00:00 AM To: 11/30/2020 11:59:59 PM

WASHINGTON COUNTY SHERIFFS OFFICE



### BIRCHWOOD VILLAGE - 26

11/2/2020 1:52:14 PM	WC20049206	XXX Cedar St, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
11/3/2020 11:54:00 AM	WC20049337	XXX Hall Ave, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
11/3/2020 4:14:56 PM	WC20049392	XXX Wildwood Ave, BIRCHWOOD VILLAGE	OFFICER INFORMATION
11/4/2020 8:31:15 AM	WC20049489	XXX Birchwood Ave, BIRCHWOOD VILLAGE	FOUND PROPERTY/ITEM
11/4/2020 8:51:48 AM	WC20049492	XX White Pine Ln, BIRCHWOOD VILLAGE	THEFT FROM MOTOR VEHICLE
11/4/2020 11:13:06 AM	WC20049516	XXX Wildwood Ave, BIRCHWOOD VILLAGE	THEFT FROM MOTOR VEHICLE
11/4/2020 3:45:47 PM	WC20049552	XXX Wildwood Ave, BIRCHWOOD VILLAGE	PROPERTY DAMAGE
11/4/2020 4:28:56 PM	WC20049565	XXX Cedar St, BIRCHWOOD VILLAGE	VEHICLE TAMPERING
11/4/2020 6:52:28 PM	WC20049585	XXX Birchwood Ave, BIRCHWOOD VILLAGE	VEHICLE TAMPERING
11/4/2020 11:17:12 PM	WC20049620	XXX Wildwood Ave, BIRCHWOOD VILLAGE	SUSPICIOUS PERSON/ACTIVITY
11/5/2020 12:28:14 PM	WC20049690	Unknown, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
11/5/2020 1:54:33 PM	WC20049707	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CIVIL MATTER/DISPUTE
11/6/2020 8:15:25 AM	WC20049817	XXX Hall Ave, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
11/6/2020 8:32:51 AM	WC20049820	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
11/6/2020 9:03:22 AM	WC20049822	XXX Hall Ave, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
11/10/2020 1:13:24 PM	WC20050578	XXX Birchwood Ave, BIRCHWOOD VILLAGE	PROPERTY DAMAGE
11/10/2020 1:28:27 PM	WC20050579	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
11/11/2020 4:53:41 PM	WC20050728	XXX Wildwood Ave, BIRCHWOOD VILLAGE	PROPERTY DAMAGE
11/12/2020 11:53:36 AM	WC20050838	EAST COUNTY LINE RD & BIRCHWOOD LN, BIRCHWOOD VILLAGE	OFFICER INFORMATION
11/17/2020 9:15:25 PM	WC20051767	XXX BIRCHWOOD AVE, BIRCHWOOD VILLAGE	DRIVING COMPLAINT
11/18/2020 2:04:39 PM	WC20051874	XXX Wildwood Ave, BIRCHWOOD VILLAGE	MEDICAL
11/19/2020 11:09:30 AM	WC20052035	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CIVIL MATTER/DISPUTE
11/19/2020 4:28:05 PM	WC20052091	XXX Lake Ave, BIRCHWOOD	PARKING COMPLAINT

### Citations for: Birchwood

11/1/2020 To 11/30/2020

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	11/11/2020	820006031601	WC1297	R. Corniea	Citation	0	WILDWOOD AVE				Birchwood	CRIM-CRIMINAL DAMAGE TO PROPERTY - 4TH DEGREE	609.595.35



# MEMORANDUM



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**TO:** Birchwood Village City Council  
**FROM:** Andy Gonyou, City Administrator  
**SUBJECT:** Second Deer Hunt Results  
**DATE:** December 3, 2020

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Dear Mayor and Council Members,

The second deer hunt was a success with four deer (all adult doe) taken. Representatives from the Metro Bowhunters Resource Base stated that there were several more deer seen during the hunt, but in the interest of the safety of the community chose to not attempt a shot unless the sightlines were perfect.

The MBRB appreciated the opportunity for a second year and has expressed interest in repeating the hunt again next year if the City and Council are in agreement at that time.

Thank you,  
Andy Gonyou





# MEMORANDUM



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**TO:** Birchwood Village City Council  
**FROM:** Andy Gonyou, City Administrator  
**SUBJECT:** 310/312 Wildwood Avenue Cleanup  
**DATE:** December 3, 2020

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Dear Mayor and Council Members,

1-800-GOT-JUNK is scheduled to conduct clean-up of items previously tagged by Councilmembers LaFoy and Fleck that have not been subsequently removed at properties 310/312 Wildwood Avenue on December 10<sup>th</sup>, 2020 at 9:00am.

Thank you,  
Andy Gonyou



**CITY OF BIRCHWOOD VILLAGE  
REGULAR CITY COUNCIL MEETING**

**November 10th, 2020**

**MINUTES**

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

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

**OTHERS PRESENT:**

Mayor Wingfield called the regular meeting to order at 7:04pm. City Administrator Lay explained the reason for the meeting being conducted virtually via the Zoom platform as is permitted by Minnesota State Statute. The pledge of allegiance was recited.

**AGENDA APPROVAL**

**MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE AGENDA. ROLL CALL VOTE: FLECK; AYE, LAFOY; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.**

**OPEN PUBLIC FORUM**

- A. **Jessi Aakre (White Bear Lake):** Expressed gratitude to Mayor, Council, & residents for opportunity to serve on the Council.
- B. **Len & Ellen Pratt (301 Wildwood Ave):** Requested placement of no parking sign and no motorized motor vehicle sign at Elm Beach Easement.
- C. **Barton Winter:** Expressed thoughts on placement of white poly sheet over ice hockey rink.
- D. **Dick Galena:** Requested the City look into what happened to the no parking signs along Wildwood Park.
- E. **Nadja Gale (419B Wildwood Avenue):** Informed Council of dispute with neighbor at 419A Wildwood Avenue due to a boat lift and fence being on 419B property.

**ANNOUNCEMENTS**

- A. Crime Alert – increase in auto theft. Please lock doors and windows
- B. Canvass Board Mtg. – Thur. Nov. 12 at 5:00 pm at City Hall
- C. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

**ADMINISTRATIVE PRESENTATION**

- A. Sheriff Report

- B. 2020 Tree Inspection Report
- C. SCC Update
- D. Grotto Paving Update

**CONSENT AGENDA**

- A. Approve Regular Meeting Minutes from August 18, 2020
- B. Approve Special Meeting Minutes from September 9, 2020
- C. Approve Regular Meeting Minutes from October 13, 2020
- ~~D. Approve Treasurer's Report~~
- E. Approve Second Reading and Adopt Ord. 2020-09-02
- F. Approve Adjustment to Deer Hunt Zone 2
- G. Approve Resolution 2020-33, Terminating Maintenance Agreement
- H. Approve Snow Removal Contract
- I. Ratify Purchase of Ice Rink Boards

**MAYOR WINGFIELD REMOVED CONSENT AGENDA ITEM D FOR FUTHER DELIBERATION.**

**MOTION MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE CONSENT AGENDA AS AMENDED. ROLL CALL VOTE: LAFOY; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.**

**MAYOR & COUNCIL REACHED CONSENSUS TO NOT PAY VELOCITY DRAIN SERVICES UNTIL ALL CONTRACTED PROPERTIES ARE SERVICED.**

**CITY BUSINESS – REGULAR AGENDA**

- A. Accept Councilmember Resignation / Appoint Interim Councilmember
  - a. Approve Resolution 2020-32

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2020-32. ROLL CALL VOTE: FLECK; AYE, LAFOY; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.**

- b. Appoint and Swear in Interim Councilmember

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPOINT MARK FOSTER AS INTERIM COUNCILMEMBER. ROLL CALL VOTE: WOOLSTENCROFT; AYE, LAFOY; AYE, FLECK; AYE, WINGFIELD; AYE. MOTION PASSED.**

**CITY ADMINISTRATOR LAY READ THE OATH OF OFFICE MARK FOSTER. MARK FOSTER RECITED THE OATH AND WAS SWORN IN AS INTERIM COUNCILMEMBER.**

- c. Announce Vacancy on the Planning Commission

- i. Mayor Wingfield: Advised that a deadline to apply of December 15<sup>th</sup> 2020 be put in place and the Council will consider appointments in January 2021.

B. Sec. 617 Public Lake Tracts Amendments

- a. Table Public Hearing

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO TABLE THE PUBLIC HEARING. ROLL CALL VOTE: LAFOY; AYE, FOSTER; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.**

C. Variance Case No. 20-02-VB for 415 Wildwood Avenue

- a. Council Deliberation
- b. Approve Resolution 2020-36

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDE BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2020-36. ROLL CALL VOTE: LAFOY; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, FOSTER; AYE, WINGFIELD; AYE. MOTION PASSED.**

D. Variance Case No. 20-04-VB for 251 Wildwood Avenue

- a. Council Deliberation
  - i. **Brock Harmon (251 Wildwood Avenue):** Explained plans for retaining wall in consideration for variance.
  - ii. **Mayor & Council:** Deliberated concerns of approving variance.
- b. Approve Resolution 2030-37

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO DENY RESOLUTION 2020-37 AS IT DOES NOT MEET THE LEVEL OF PRACTICAL DIFFICULTIES AS PURSUANT TO STATUTE AND CODE. ROLL CALL VOTE: WOOLSTENCROFT; AYE, FLECK; AYE, LAFOY; AYE, FOSTER; NAY, WINGFIELD; AYE. MOTION PASSED.**

E. City Engineer Report – CARES Act Projects

- a. Dellwood Lift Station Generator
- b. Water Meter Radio Tower
  - i. **City Administrator Lay:** Explained to the Council that due to supply chain disruptions, it was being advised that the Council authorize adjustments to the allocation of CARES Act funds.
- c. Approve Resolution 2020-34, Approving Additional Cares Act Expenditures
  - i. **City Administrator Lay, Mayor, & Council:** Deliberated and reached a consensus on amendments to Resolution 2020-34 for CARES Act funding allocations.

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2020-34 AS AMENDED. ROLL CALL VOTE: WOOLSTENCROFT; AYE, LAFOY; AYE, FLECK; AYE, FOSTER; AYE, WINGFIELD; AYE. MOTION PASSED.**

F. Administrator Search

- a. Council Deliberation
- b. Approve Resolution 2020-35

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2020-35. ROLL CALL VOTE: WOOLSTENCROFT; AYE, FLECK; AYE, LAFOY; AYE, FOSTER; AYE, WINGFIELD; AYE. MOTION PASSED.**

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO AMEND RESOLUTION 2020-35 TO INCLUDE A REVIEW DATE OF MARCH 1, 2021. ROLL CALL VOTE: LAFOY; AYE, FOSTER; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.**

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER FLECK TO INCORPORATE THE SERVICES OF DENNIS SONNEK BETWEEN TOBIN LAY AND ANDY GONYOU TO FACILITATE THE CITY ADMINISTRATOR TRANSITION. ROLL CALL VOTE: LAFOY; AYE, FLECK; AYE, FOSTER; AYE, WOOLSTENCROFT; AYE, WINGFIELD; ABSTAIN. MOTION PASSED.**

G. Leaves Blown into Parks (known and unknown violators)

- a. Council Deliberation and Direction
  - i. **City Administrator Lay:** Informed Mayor & Council of leaves being blown into City property, leading to charges for the City for leaf pick-up. Requested direction on how to proceed with known and unknown violators.
  - ii. **Mayor & Council:** Agreed to instruct City Administrator Lay to write a letter to all homeowners near impacted area. Requested Washington County Sheriff be invited to January 2021 Regular City Council Meeting.

H. 310 / 312 Wildwood Ave Property Cleanup

- a. Council Deliberation and Approval
  - i. **City Administrator Lay:** Informed Mayor & Council of exterior storage concerns at these properties and history of court orders/abatement letters.

**MOTION WAS MADE BY COUNCILMEMBER FLEECK AND SECONDED BY COUNCILMEMBER LAFOY TO FOLLOW 1995 COURT ORDER TO REMOVE ITEMS. ROLL CALL VOTE: LAFOY; AYE, FLECK; AYE, FOSTER; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.**

- ii. **City Administrator Lay:** Informed Mayor & Council of bids received to remove items from property. Recommended authorizing bid from 1-800-GOT-JUNK.

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY MAYOR WINGFIELD TO AUTHORIZE 1-800-GOT-JUNK TO PICK UP AS DIRECTED IF THE JOB IS NOT COMPLETED BY THE PROPERTY OWNER. ROLL CALL VOTE: LAFOY; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, FOSTER; AYE, WINGFIELD; AYE. MOTION PASSED.**

- I. 580 Hall Ave Trail
  - a. Council Deliberation and Approval
    - i. **Councilmember LaFoy:** Proposed idea of building a trail.
- J. First Reading Ord. 2020-11-01, Sec. 301.055 Permit Requirements
  - a. Council Deliberation and Approval
  - b. Order Public Hearing and Second Reading

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE FIRST READING AND SCHEDULE A PUBLIC HEARING AND SECOND HEARING FOR THE DECEMBER REGULAR CITY COUNCIL MEETING. ROLL CALL VOTE: FOSTER; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, LAFOY; AYE, WINGFIELD; AYE. MOTION PASSED.**

- K. Elm Easement No Parking Sign
  - a. Council Deliberation and Approval
    - i. **Mayor Wingfield:** Summarized proposed plan to place a “No Parking” sign to allow 25 feet of no-parking space adjacent to property owner.
    - ii. **Mayor & Council:** All members agreed to the proposal and directed City Administrator Lay to have the sign placed.
- L. Council Member Reports
  - a. Mayor Wingfield
    - i. Parks Management Oversight
      - 1. **Mayor & Council:** Deliberated idea of assigning Council members as project owners/liason for individual parks. Consensus was reached to consider the proposal and further discuss at a subsequent meeting.
    - ii. Variance Fee
      - 1. **Mayor & Council:** Deliberated increasing of variance fee. Consensus was reached to place the item on the agenda be reviewed during the January 2021 Regular City Council Meeting.
  - b. Councilmember LaFoy
    - i. Birch/Owl Street Stormwater Management
- M. City Administrator’s Report
  - a. Ice Rink Plan
    - i. **Mayor & Council:** Deliberated and reached a consensus on limiting the ice rink warming house occupancy to a maximum of 4 people and a requirement to follow CDC guidelines of maintaining 6 feet of social distancing. Exception to 4 person limit can be made when only one household is occupying the warming house.
    - ii. **City Administrator Lay:** Informed Mayor & Council of a proposal of a poly-covering to the ice rink for the 2020 – 2021 season. Consensus was reached to purchase the material to be placed by Councilmember Woolstencroft and City Maintenance staffer Jim Rydeen.

- iii. **Mayor & Council:** Deliberated staffing ideas for warming house/flooding of ice rink. Consensus was reached to post a job opening for a rink assistant to be selected by the City Administrator. The pay rate is to be \$16/hour.
  - b. Tennis Sanitation
    - i. **City Administrator Lay:** Informed Mayor & Council of Tennis Sanitation’s plan to increase fees by \$0.50/Resident.

**MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO ACCEPT THE RATE INCREASE FROM TENNIS SANITATION. ROLL CALL VOTE: LAFOY; AYE, FOSTER; AYE, WOOLSTENCROFT; AYE, FLECK; AYE, WINGFIELD; AYE. MOTION PASSED.**

- c. Wildwood Park Parking
    - i. **Mayor & Council:** Deliberated and reached a consensus to place “No Parking” signs to cover the space between 201 Wildwood Avenue & 237 Wildwood Avenue.

**ADJOURN**

**MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER LAFOY TO ADJOURN THE MEETING. ROLL CALL VOTE: LAFOY; AYE, WOOLSTENCROFT; AYE, FOSTER; AYE, FLECK; AYE, WINGFIELD; ABSTAIN. MOTION PASSED. MEETING ADJOURNED AT 10:23 PM.**

ATTEST:

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Mary Wingfield  
Mayor

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Andy Gonyou  
City Administrator - Clerk



For the Period : 11/3/2020 To 12/3/2020

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$364,481.55	\$1,840.71	\$45,223.77	\$321,098.49
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Other Federal Programs	\$21,930.51	\$0.00	\$22,072.15	(\$141.64)
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	\$28,589.14	\$0.00	\$863.45	\$27,725.69
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00
REIMBURSED CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Re-hab Debt	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00
General Capital 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	\$79,245.31	\$0.00	\$0.00	\$79,245.31
Water	\$42,734.49	\$831.41	\$28,179.07	\$15,386.83
Sewer	\$124,846.80	\$374.92	\$38,933.45	\$86,288.27
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>\$657,827.80</b>	<b>\$3,047.04</b>	<b>\$135,271.89</b>	<b>\$525,602.95</b>

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
11/03/2020	Xcel Energy	EFT110320*	Xcel Gas Setup: Dellwood Generator	N	CARES Expenses (for Enterprise Funds)	203-49295-383-	\$ 982.20
	<b>Total For Check</b>	<b>EFT110320</b>					<b>\$ 982.20</b>
11/04/2020	Manship Plumbing & Heating Inc	31185*	Standby, Testing, & Locates - Oct 2020	N	Water Utility	601-43180-314-	\$ 600.00
		31185*				601-43180-314-	\$ 240.00
		31185*				601-43180-314-	\$ 240.00
	<b>Total For Check</b>	<b>31185</b>					<b>\$ 1,080.00</b>
11/04/2020	Press Publications	31186*	Legal Notice Publications - Oct 2020	N	Ordinances and Proceedings	100-41130-351-	\$ 52.92
		31186*				100-41130-351-	\$ 264.60
	<b>Total For Check</b>	<b>31186</b>					<b>\$ 317.52</b>
11/04/2020	BIRCH, INC.	31187*	Snow Removal Services - 10/20/2020	N	Ice and Snow Removal	100-43125-314-	\$ 637.00
	<b>Total For Check</b>	<b>31187</b>					<b>\$ 637.00</b>
11/04/2020	USS Minnesota One MT LLC	31188*	Energy Charges - Aug 2020	N	General Government Buildings and Plant	100-41940-380-	\$ 143.01
		31188*			Sewer Utility	605-43190-380-	\$ 691.19
		31188*				605-43190-380-	\$ 381.35
	<b>Total For Check</b>	<b>31188</b>					<b>\$ 1,215.55</b>
11/04/2020	Gopher State One Call	31189*	Billable Tickets (47) - Oct 2020	N	Utility Locates	605-42805-314-	\$ 63.45
	<b>Total For Check</b>	<b>31189</b>					<b>\$ 63.45</b>
11/04/2020	Greater White Bear Lake Community F	31190*	Excess Grant Funding Reimbursement	N	MISCELLANEOUS	210-49001-430-	\$ 100.00
	<b>Total For Check</b>	<b>31190</b>					<b>\$ 100.00</b>
11/04/2020	Pulse Electric, Inc.	31191*	Lift Station #2 Electrical Inspection	N	Wtr/Swr Emergency	605-43185-430-	\$ 1,185.00
	<b>Total For Check</b>	<b>31191</b>					<b>\$ 1,185.00</b>
11/04/2020	Velocity Drain Services, Inc.	31192*	L/S #1 Project. Sewer Line Televising	N	Unallocated Expenditures	605-49201-430-	\$ 1,200.00
	<b>Total For Check</b>	<b>31192</b>					<b>\$ 1,200.00</b>

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
11/04/2020	Tennis Sanitation, LLC	31193*	Recycling for Service Period: Sep - Oct 2020	N	Recycle	100-43300-314-	\$ 2,392.00
	<b>Total For Check</b>	<b>31193</b>					<b>\$ 2,392.00</b>
11/04/2020	Thatcher Engineering, Inc	31194*	City Engineering Services - Sep/Oct 2020 Projects	N	Engineer Service	100-41650-300-	\$ 2,380.00
		31194*				100-41650-300-	\$ 6,120.00
	<b>Total For Check</b>	<b>31194</b>					<b>\$ 8,500.00</b>
11/04/2020	Companion Animal Control LLC	31195	Animal Control Services - Oct 2020	N	Animal Control	100-41916-314-	\$ 80.00
	<b>Total For Check</b>	<b>31195</b>					<b>\$ 80.00</b>
11/04/2020	Menards - Oakdale	31196*	Parks Supplies & Kayak Rack Supplies	N	Parks	100-45207-400-	\$ 24.39
		31196*				210-45207-430-	\$ 105.55
	<b>Total For Check</b>	<b>31196</b>					<b>\$ 129.94</b>
11/04/2020	Menards - Maplewood	31197*	Parks Supplies, Kayak Rack Supplies, & Ice Hockey Rink supplies	N	Parks	100-45207-400-	\$ 37.96
		31197*				100-45207-400-	\$ 28.71
		31197*				100-45207-400-	\$ 854.80
		31197*				210-45207-430-	\$ 33.54
	<b>Total For Check</b>	<b>31197</b>					<b>\$ 955.01</b>
11/04/2020	Lay, Tobin	31198*	Reimbursement - Zoom account for Nov 2020 & General Election Expenses	N	Elections	100-41410-210-	\$ 53.77
		31198*				100-41410-210-	\$ 3.48
		31198*				100-41410-210-	\$ 36.02
		31198*				100-41410-210-	\$ 61.97
		31198*			Unallocated Expenditures	100-49201-430-	\$ 16.06
		31198*			CARES Expenses (for Enterprise Funds)	203-49295-430-	\$ 19.99
	<b>Total For Check</b>	<b>31198</b>					<b>\$ 191.29</b>
11/04/2020	Amazon	EFT110420A*	CARES Act - Election PPE	N	CARES Expenses (for Enterprise Funds)	203-49295-430-	\$ 249.58
	<b>Total For Check</b>	<b>EFT110420A</b>					<b>\$ 249.58</b>
11/05/2020	Payroll Period Ending 10/31/2020	31202	Maintenance - Ron Koehnle	N	Parks	100-45207-100-	\$ 990.15

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
		<b>Total For Check</b>	<b>31202</b>				<b>\$ 990.15</b>
11/06/2020	Payroll Period Ending 11/06/2020	31199	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
		<b>Total For Check</b>	<b>31199</b>				<b>\$ 1,913.04</b>
11/06/2020	Payroll Period Ending 11/06/2020	31200	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 427.75
		<b>Total For Check</b>	<b>31200</b>				<b>\$ 427.75</b>
11/06/2020	Payroll Period Ending 11/06/2020	31201	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 72.97
		<b>Total For Check</b>	<b>31201</b>				<b>\$ 72.97</b>
11/06/2020	IRS - US Treasury	EFT110620A	Federal Taxes - Q4 2020 - Oct Payment	N	Clerk - Treasurer	100-41401-100-	\$ 449.04
		EFT110620A				100-41401-100-	\$ 957.00
		EFT110620A				100-41401-100-	\$ 223.82
		<b>Total For Check</b>	<b>EFT110620A</b>				<b>\$ 1,629.86</b>
11/06/2020	PERA	EFT110620B*	Administrator - Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 367.02
		<b>Total For Check</b>	<b>EFT110620B</b>				<b>\$ 367.02</b>
11/06/2020	PERA	EFT110620C*	Treasurer/Deputy Clerk - Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 11.89
		<b>Total For Check</b>	<b>EFT110620C</b>				<b>\$ 11.89</b>
11/13/2020	Xcel Energy	EFT111320A*	Xcel Gas Bill: 09.16.2020 - 10.15.2020	N	Sewer Utility	605-43190-383-	\$ 16.09
		<b>Total For Check</b>	<b>EFT111320A</b>				<b>\$ 16.09</b>
11/14/2020	City of White Bear Lake	31203*	Fire Services - Nov 2020	N	Fire	100-42201-314-	\$ 1,238.13
		31203*			CARES Expenses (for Enterprise Funds)	203-49295-314-	\$ 1,238.12
		<b>Total For Check</b>	<b>31203</b>				<b>\$ 2,476.25</b>
11/14/2020	Thatcher Engineering, Inc	31204*	City Engineering Services - CARES Act Projects	N	CARES Expenses (for Enterprise Funds)	203-49295-430-	\$ 283.43
		31204*				601-49295-430-	\$ 4,004.07
		<b>Total For Check</b>	<b>31204</b>				<b>\$ 4,287.50</b>
11/14/2020	Washington County Sheriff	31205*	Police Services: Jul - Oct 2020	N	CARES Expenses (for Enterprise Funds)	203-49295-314-	\$ 19,298.83
		<b>Total For Check</b>	<b>31205</b>				<b>\$ 19,298.83</b>

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
11/14/2020	Shortstop Electric, Inc.	31206*	Electric for Water Meter Tower	N	CARES Expenses (for Enterprise Funds)	601-49295-314-	\$ 4,005.00
	<b>Total For Check</b>	<b>31206</b>					<b>\$ 4,005.00</b>
11/14/2020	Kodiak Power Solutions	31207*	Dellwood L/S Generator	N	CARES Expenses (for Enterprise Funds)	605-49295-314-	\$ 28,866.80
	<b>Total For Check</b>	<b>31207</b>					<b>\$ 28,866.80</b>
11/14/2020	Structural Tower Services	31208*	Water Meter Tower	N	CARES Expenses (for Enterprise Funds)	601-49295-314-	\$ 18,230.00
	<b>Total For Check</b>	<b>31208</b>					<b>\$ 18,230.00</b>
11/14/2020	American Engineering Testing, Inc.	31209*	Soil Boring for CARES Act Projects	N	CARES Expenses (for Enterprise Funds)	605-49295-430-	\$ 388.10
	<b>Total For Check</b>	<b>31209</b>					<b>\$ 388.10</b>
11/20/2020	Payroll Period Ending 11/20/2020	31210	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
	<b>Total For Check</b>	<b>31210</b>					<b>\$ 1,913.04</b>
11/20/2020	Payroll Period Ending 11/20/2020	31211	Interim Administrator/Treasurer	N	Clerk - Treasurer	100-41401-100-	\$ 445.77
	<b>Total For Check</b>	<b>31211</b>					<b>\$ 445.77</b>
11/20/2020	PERA	EFT112020A*	Administrator - Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 367.02
	<b>Total For Check</b>	<b>EFT112020A</b>					<b>\$ 367.02</b>
11/23/2020	Rydeen, Jim	31212*	Reimbursement - Kayak Racks & Ice Rink Materials	N	Parks	210-45207-530-	\$ 279.93
		31212*				210-45207-530-	\$ 319.99
		31212*				210-45207-530-	\$ 24.44
	<b>Total For Check</b>	<b>31212</b>					<b>\$ 624.36</b>
11/23/2020	Barrier Exteriors, LLC	31213*	Reimbursement	N	Unallocated Expenditures	100-49201-430-	\$ 404.25
	<b>Total For Check</b>	<b>31213</b>					<b>\$ 404.25</b>
11/24/2020	PERA	EFT112320A*	Interim Administrator - Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 38.54
	<b>Total For Check</b>	<b>EFT112320A</b>					<b>\$ 38.54</b>
11/27/2020	PERA	EFT112720A*	Interim Administrator - Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 44.47
	<b>Total For Check</b>	<b>EFT112720A</b>					<b>\$ 44.47</b>

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
12/02/2020	Menards - Maplewood	31214*	Parks Supplies & Ice Hockey Rink supplies	N	Parks	100-45207-400-	\$ 104.80
		31214*				100-45207-430-	\$ 750.00
		<b>Total For Check</b>	<b>31214</b>				<b>\$ 854.80</b>
12/02/2020	Menards - Oakdale	31215*	Parks Supplies	N	Parks	100-45207-400-	\$ 9.12
		31215*				100-45207-400-	\$ 48.23
		<b>Total For Check</b>	<b>31215</b>				<b>\$ 57.35</b>
12/02/2020	H.A. Kantrud, P.A.	31216*	Attorney Fees - Nov 2020	N	Legal Services	100-41601-300-	\$ 1,500.00
		<b>Total For Check</b>	<b>31216</b>				<b>\$ 1,500.00</b>
12/02/2020	Press Publications	31217*	Legal Notice Publications - Nov 2020	N	Ordinances and Proceedings	100-41130-351-	\$ 61.74
		31217*				100-41130-351-	\$ 79.60
		31217*				100-41130-351-	\$ 70.76
		<b>Total For Check</b>	<b>31217</b>				<b>\$ 212.10</b>
12/02/2020	City of Roseville	31218*	IT Services - Nov 2020	N	General Government Buildings and Plant	100-41940-320-	\$ 580.00
		<b>Total For Check</b>	<b>31218</b>				<b>\$ 580.00</b>
12/02/2020	TA Schifsky & Sons, Inc.	31219*	Fall Street Sweeping	N	Street Sweeping	100-43103-314-	\$ 2,583.75
		<b>Total For Check</b>	<b>31219</b>				<b>\$ 2,583.75</b>
12/02/2020	Metropolitan Council - Env. Service	31220*	Wastewater Service - Dec 2020	N	Sewer Utility	605-43190-217-	\$ 4,948.50
		<b>Total For Check</b>	<b>31220</b>				<b>\$ 4,948.50</b>
12/02/2020	Office Depot, Inc.	31221*	Office Supplies	N	Office Operations Supplies	100-41911-200-	\$ 15.99
		<b>Total For Check</b>	<b>31221</b>				<b>\$ 15.99</b>
12/02/2020	Leeves, Robert	31222*	Videographer - Nov 2020	N	Cable Eqpmt and Service	100-41950-314-	\$ 125.60
		<b>Total For Check</b>	<b>31222</b>				<b>\$ 125.60</b>
12/02/2020	AirFresh Industries, Inc.	31223*	Portable Restroom Rental - Nov 2020	N	Parks	100-45207-314-	\$ 81.25
		<b>Total For Check</b>	<b>31223</b>				<b>\$ 81.25</b>
12/02/2020	MN Department of Health	31224	Community Water Supply Connection Fee - Q4 2020	N	Water Utility	601-43180-437-	\$ 860.00
		<b>Total For Check</b>	<b>31224</b>				<b>\$ 860.00</b>

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
12/02/2020	TSE, Inc. Work Account	31225*	Janitorial Services - Nov 2020	N	General Government Buildings and Plant	100-41940-314-	\$ 25.00
		<b>Total For Check</b>	<b>31225</b>				<b>\$ 25.00</b>
12/02/2020	Toshiba Business Solutions	31226*	Maintenance - 11/09/2020 - 12/08/2020 printer	N	Office Operations Supplies	100-41911-230-	\$ 10.62
		<b>Total For Check</b>	<b>31226</b>				<b>\$ 10.62</b>
12/02/2020	White Bear Township	31227*	Contracted Services - 10/08/2020 L/S 2 & 3	N	Sewer Utility	605-43190-314-	\$ 213.50
		<b>Total For Check</b>	<b>31227</b>				<b>\$ 213.50</b>
12/02/2020	SPS Works	31228*	New Councilmember Engraved Nameplates	N	Office Operations Supplies	100-41911-200-	\$ 19.45
		<b>Total For Check</b>	<b>31228</b>				<b>\$ 19.45</b>
12/02/2020	USS Minnesota One MT LLC	31229*	Energy Charges - Oct 2020	N	General Government Buildings and Plant	100-41940-380-	\$ 75.56
		31229*			Sewer Utility	605-43190-380-	\$ 365.20
		31229*				605-43190-380-	\$ 201.49
		<b>Total For Check</b>	<b>31229</b>				<b>\$ 642.25</b>
12/02/2020	Lund, John	31230*	Tree Removal	N	Tree Care	100-43104-314-	\$ 1,000.00
		<b>Total For Check</b>	<b>31230</b>				<b>\$ 1,000.00</b>
12/02/2020	BIRCH, INC.	31231*	Snow Removal Services - 11/10/2020 - 11/23/2020	N	Ice and Snow Removal	100-43125-314-	\$ 1,565.75
		<b>Total For Check</b>	<b>31231</b>				<b>\$ 1,565.75</b>
12/02/2020	MNHS	31232*	Unspent Grant Funds	N	MISCELLANEOUS	100-49001-430-	\$ 4,360.00
		<b>Total For Check</b>	<b>31232</b>				<b>\$ 4,360.00</b>
12/02/2020	Mow Joe Inc	31233*	Fall Leaf Pick Up 2020	N	Leaf Pick-Up	100-43110-314-	\$ 4,386.77
		<b>Total For Check</b>	<b>31233</b>				<b>\$ 4,386.77</b>
12/02/2020	Lay, Tobin	31234*	Reimbursement - Office Supplies	N	Office Operations Supplies	100-41911-200-	\$ 10.70
		31234*				100-41911-200-	\$ 6.36
		31234*			MISCELLANEOUS	100-49001-430-	\$ 2.85
		<b>Total For Check</b>	<b>31234</b>				<b>\$ 19.91</b>
12/02/2020	Rydeen, Jim	31235*	Reimbursement - Parks Supplies	N	Parks	100-45207-400-	\$ 198.86

Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
		<b>Total For Check</b>	<b>31235</b>				<b>\$ 198.86</b>
12/02/2020	Wingfield, Mary	31236*	Reimbursement - Postage + Street Signs	N	MISCELLANEOUS	100-49001-430-	\$ 35.38
		31236*				100-49001-430-	\$ 113.91
		31236*			Postage/Postal Permits	605-41430-810-	\$ 385.00
		<b>Total For Check</b>	<b>31236</b>				<b>\$ 534.29</b>
12/02/2020	Mary Cahill	31237*	Primary + General Election 2020 - Election Judge	N	Elections	100-41410-100-	\$ 335.00
		<b>Total For Check</b>	<b>31237</b>				<b>\$ 335.00</b>
12/02/2020	Lisa Rietveld	31238*	Primary + General Election 2020 - Election Judge	N	Elections	100-41410-100-	\$ 185.00
		<b>Total For Check</b>	<b>31238</b>				<b>\$ 185.00</b>
12/02/2020	Robert Landberg	31239*	Primary + General Election 2020 - Election Judge	N	Elections	100-41410-100-	\$ 325.00
		<b>Total For Check</b>	<b>31239</b>				<b>\$ 325.00</b>
12/02/2020	Amy Vreeland	31240*	Primary + General Election 2020 - Election Judge	N	Elections	100-41410-100-	\$ 150.00
		<b>Total For Check</b>	<b>31240</b>				<b>\$ 150.00</b>
12/02/2020	Dale Boettcher	31241*	***VOID\$460.00***Primary + General Election 2020 - Election Judge	Y	Elections	100-41410-100-	\$ -
		<b>Total For Check</b>	<b>31241</b>				<b>\$ -</b>
12/02/2020	Amy Hulett	31242*	Primary + General Election 2020 - Election Judge	N	Elections	100-41410-100-	\$ 190.00
		<b>Total For Check</b>	<b>31242</b>				<b>\$ 190.00</b>
12/02/2020	Sue Kapsner	31243*	Primary + General Election 2020 - Election Judge	N	Elections	100-41410-100-	\$ 417.50
		<b>Total For Check</b>	<b>31243</b>				<b>\$ 417.50</b>
12/02/2020	Xcel Energy	EFT120220A*	Xcel Gas Bill: 10.15.2020 - 11.15.2020	N	Sewer Utility	605-43190-383-	\$ 27.78
		<b>Total For Check</b>	<b>EFT120220A</b>				<b>\$ 27.78</b>



Fund Name: All Funds

Date Range: 11/03/2020 To 12/03/2020

<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>
12/02/2020	Xcel Energy	EFT120220B*	Xcel Street Light Bill: 10.03.2020 - 11.02.2020	N	Street Lighting	100-43160-380-	\$ 1,213.90
		<b>Total For Check</b>	<b>EFT120220B</b>				<b>\$ 1,213.90</b>
12/03/2020	Payroll Period Ending 12/03/2020	31244	Maintenance - Jim Rydeen	N	Parks	100-45207-100-	\$ 522.24
		<b>Total For Check</b>	<b>31244</b>				<b>\$ 522.24</b>
12/03/2020	Engebretson, Charlene	31245	Primary & General Election Judge 2020	N	Elections	100-41410-100-	\$ 155.00
		<b>Total For Check</b>	<b>31245</b>				<b>\$ 155.00</b>
12/03/2020	Boettcher, Dale	31246	Primary & General Election Judge 2020	N	Elections	100-41410-100-	\$ 690.00
		<b>Total For Check</b>	<b>31246</b>				<b>\$ 690.00</b>
12/03/2020	Companion Animal Control LLC	31247	Animal Control Services - Nov 2020	N	Animal Control	100-41916-314-	\$ 80.00
		<b>Total For Check</b>	<b>31247</b>				<b>\$ 80.00</b>
12/03/2020	PERA	EFT120320A*	Maintenance - Retirement - Jim Rydeen	N	Parks	100-45207-121-	\$ 87.49
		<b>Total For Check</b>	<b>EFT120320A</b>				<b>\$ 87.49</b>
<b>Total For Selected Checks</b>							<b>\$ 135,271.89</b>

Fund Name: All Funds

Date Range: 11/10/2020 To 12/03/2020

<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>
11/13/2020	MN Management & Budget	171734947*	Court Fines Oct 2020	(11/13/2020) -	N	Court Fines	100-35101-	\$ 45.00
								<b>\$ 45.00</b>
11/16/2020	Greseth, Jill	171734919*	Variance fee	(11/16/2020) -	N	Building Permits	100-32211-	\$ 40.00
								<b>\$ 40.00</b>
11/16/2020	BWS	171734920*	Permit	(11/16/2020) -	N	Building Permits	100-32211-	\$ 30.75
								<b>\$ 30.75</b>
11/17/2020	Coppin Sewer and Water	171734918*	Permit	(11/17/2020) -	N	Building Permits	100-32211-	\$ 62.50
								<b>\$ 62.50</b>
11/21/2020	Ramsey/Washington Cable Commission	171734949*	Redistribution Payment - Q3 2020	(11/21/2020) -	N	Refund-Reimbursemnt-Dividend	100-36240-	\$ 545.55
								<b>\$ 545.55</b>
11/21/2020	Lewis Harmony	171734992*	Animal License	(11/21/2020) -	N	Animal Licenses	100-32240-	\$ 20.00
								<b>\$ 20.00</b>
11/21/2020	Greseth, Mark & Jill	171734993*	Variance fee	(11/21/2020) -	N	Building Permits	100-32211-	\$ 300.00
								<b>\$ 300.00</b>
11/21/2020	Sela Roofing & Remodeling, Inc.	171734994*	Permit	(11/21/2020) -	N	Building Permits	100-32211-	\$ 287.73
								<b>\$ 287.73</b>
11/21/2020	Bear Roofing & Exteriors, Inc.	171734995*	Permit	(11/21/2020) -	N	Building Permits	100-32211-	\$ 331.25
								<b>\$ 331.25</b>
<b>Total for Selected Receipts</b>								<b>\$ 1,662.78</b>

As on 12/3/2020

## Other Federal Programs

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Federal Grants - CARES	0.00	65,998.00	65,998.00
<b>Total Acct 331</b>	<b>0.00</b>	<b>65,998.00</b>	<b>65,998.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>65,998.00</b>	<b>65,998.00</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>			
CARES Expenses (for Enterprise Funds)			
Contracted Services	0.00	60,163.67	(60,163.67)
Utility Services: Gas Utilities	0.00	982.20	(982.20)
Miscellaneous (431 through 499)	0.00	4,993.77	(4,993.77)
<b>Total Acct 492</b>	<b>0.00</b>	<b>66,139.64</b>	<b>(66,139.64)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>66,139.64</b>	<b>(66,139.64)</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>0.00</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>65,998.00</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>66,139.64</b>	
<b>Cash Balance as of 12/03/2020</b>		<b>(141.64)</b>	

As on 12/3/2020

## Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Dock/Lift Permit Fee	0.00	17,250.00	17,250.00
<b>Total Acct 322</b>	<b>0.00</b>	<b>17,250.00</b>	<b>17,250.00</b>
Miscellaneous	0.00	1,450.00	1,450.00
<b>Total Acct 361</b>	<b>0.00</b>	<b>1,450.00</b>	<b>1,450.00</b>
Refund-Reimbursemnt-Dividend	0.00	265.96	265.96
<b>Total Acct 362</b>	<b>0.00</b>	<b>265.96</b>	<b>265.96</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>18,965.96</b>	<b>18,965.96</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	8,132.34	(8,132.34)
Capital Outlay: Improvements Other Than Buildings	0.00	1,746.67	(1,746.67)
<b>Total Acct 452</b>	<b>0.00</b>	<b>11,602.62</b>	<b>(11,602.62)</b>
MISCELLANEOUS			
Miscellaneous (431 through 499)	0.00	100.00	(100.00)
Refunds and Reimbursements	0.00	1,892.44	(1,892.44)
<b>Total Acct 490</b>	<b>0.00</b>	<b>1,992.44</b>	<b>(1,992.44)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>13,795.06</b>	<b>(13,795.06)</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>18,965.96</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>13,795.06</b>	
<b>Cash Balance as of 12/03/2020</b>		<b>27,725.69</b>	

As on 12/3/2020

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
<b>Total Revenues</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Other Financing Sources:</b>			
Transfers from other Funds	0.00	126,000.00	126,000.00
<b>Total Acct 392</b>	<u>0.00</u>	<u>126,000.00</u>	<u>126,000.00</u>
<b>Total Other Financing Sources</b>	<u>0.00</u>	<u>126,000.00</u>	<u>126,000.00</u>
<b>Disbursements:</b>			
MISCELLANEOUS			
Contracted Services	0.00	44,370.00	(44,370.00)
<b>Total Acct 490</b>	<u>0.00</u>	<u>44,370.00</u>	<u>(44,370.00)</u>
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	2,618.60	(2,618.60)
<b>Total Acct 492</b>	<u>0.00</u>	<u>2,618.60</u>	<u>(2,618.60)</u>
<b>Total Disbursements</b>	<u>0.00</u>	<u>46,988.60</u>	<u>(46,988.60)</u>
<b>Other Financing Uses:</b>			
Transfer To Governmental Fund			
Interfund Transfers	0.00	66,000.00	(66,000.00)
<b>Total Acct 493</b>	<u>0.00</u>	<u>66,000.00</u>	<u>(66,000.00)</u>
<b>Total Other Financing Uses</b>	<u>0.00</u>	<u>66,000.00</u>	<u>(66,000.00)</u>
<b>Beginning Cash Balance</b>		<b>66,233.91</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>126,000.00</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>112,988.60</b>	
<b>Cash Balance as of 12/03/2020</b>		<b>79,245.31</b>	

As on 12/3/2020

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Water Fee	0.00	93,516.26	93,516.26
Penalty - Late Water/Sewer	0.00	187.76	187.76
State and Misc fees	0.00	2,270.81	2,270.81
<b>Total Acct 341</b>	<b>0.00</b>	<b>95,974.83</b>	<b>95,974.83</b>
Delinquent Water/Sewer Fees	0.00	2,625.05	2,625.05
Miscellaneous	0.00	23,867.51	23,867.51
<b>Total Acct 361</b>	<b>0.00</b>	<b>26,492.56</b>	<b>26,492.56</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>122,467.39</b>	<b>122,467.39</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	5,998.23	(5,998.23)
<b>Total Acct 415</b>	<b>0.00</b>	<b>5,998.23</b>	<b>(5,998.23)</b>
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	144.50	(144.50)
Newsletter			
Printing and Binding (351 through 359)	0.00	457.20	(457.20)
<b>Total Acct 419</b>	<b>0.00</b>	<b>601.70</b>	<b>(601.70)</b>
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	918.58	(918.58)
Contracted Services	0.00	72,289.12	(72,289.12)
Fees	0.00	3,440.00	(3,440.00)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	900.00	(900.00)
PROFESSIONAL SERVICES (301 through 319)	0.00	1,765.74	(1,765.74)
Contracted Services	0.00	11,502.08	(11,502.08)
<b>Total Acct 431</b>	<b>0.00</b>	<b>90,815.52</b>	<b>(90,815.52)</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)
CARES Expenses (for Enterprise Funds)			
Contracted Services	0.00	22,235.00	(22,235.00)
Miscellaneous (431 through 499)	0.00	11,317.82	(11,317.82)
<b>Total Acct 492</b>	<b>0.00</b>	<b>36,273.77</b>	<b>(36,273.77)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>156,396.72</b>	<b>(156,396.72)</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>122,467.39</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>156,396.72</b>	
<b>Cash Balance as of 12/03/2020</b>		<b>15,386.83</b>	

As on 12/3/2020

## Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Building Permits	0.00	144.90	144.90
<b>Total Acct 322</b>	<b>0.00</b>	<b>144.90</b>	<b>144.90</b>
Penalty - Late Water/Sewer	0.00	208.65	208.65
Sewer Fee	0.00	120,194.88	120,194.88
<b>Total Acct 341</b>	<b>0.00</b>	<b>120,403.53</b>	<b>120,403.53</b>
Delinquent Water/Sewer Fees	0.00	6,276.43	6,276.43
<b>Total Acct 361</b>	<b>0.00</b>	<b>6,276.43</b>	<b>6,276.43</b>
MISCELLANEOUS REVENUES	0.00	41,405.90	41,405.90
<b>Total Acct 362</b>	<b>0.00</b>	<b>41,405.90</b>	<b>41,405.90</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>168,230.76</b>	<b>168,230.76</b>
<b>Other Financing Sources:</b>			
Transfers from other Funds	0.00	56,710.43	56,710.43
<b>Total Acct 392</b>	<b>0.00</b>	<b>56,710.43</b>	<b>56,710.43</b>
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>56,710.43</b>	<b>56,710.43</b>
<b>Disbursements:</b>			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	650.00	(650.00)
<b>Total Acct 414</b>	<b>0.00</b>	<b>650.00</b>	<b>(650.00)</b>
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	85.00	(85.00)
<b>Total Acct 416</b>	<b>0.00</b>	<b>85.00</b>	<b>(85.00)</b>
Office Operations Supplies			
OFFICE SUPPLIES (201 through 209)	0.00	316.80	(316.80)
Operating Supplies (211 through 219)	0.00	144.50	(144.50)
<b>Total Acct 419</b>	<b>0.00</b>	<b>461.30</b>	<b>(461.30)</b>
Utility Locates			
Contracted Services	0.00	456.35	(456.35)
<b>Total Acct 428</b>	<b>0.00</b>	<b>456.35</b>	<b>(456.35)</b>
Water Utility			
Contracted Services	0.00	360.00	(360.00)
Wtr/Swr Emergency			
Contracted Services	0.00	6,860.50	(6,860.50)
Miscellaneous (431 through 499)	0.00	1,185.00	(1,185.00)
Sewer Utility			
Sewer - Wastewater Charge	0.00	59,382.00	(59,382.00)
Contracted Services	0.00	56,303.12	(56,303.12)
Utility Services (381 through 389)	0.00	9,831.66	(9,831.66)
Utility Services: Gas Utilities	0.00	308.71	(308.71)
Miscellaneous (431 through 499)	0.00	6,803.78	(6,803.78)
<b>Total Acct 431</b>	<b>0.00</b>	<b>141,034.77</b>	<b>(141,034.77)</b>
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	2,022.50	(2,022.50)
CARES Expenses (for Enterprise Funds)			
Contracted Services	0.00	28,866.80	(28,866.80)
Miscellaneous (431 through 499)	0.00	388.10	(388.10)
<b>Total Acct 492</b>	<b>0.00</b>	<b>31,277.40</b>	<b>(31,277.40)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>173,964.82</b>	<b>(173,964.82)</b>

As on 12/3/2020

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Other Financing Uses:</b>			
Transfer To Governmental Fund			
Interfund Transfers	0.00	50,000.00	(50,000.00)
<b>Total Acct 493</b>	<u>0.00</u>	<u>50,000.00</u>	<u>(50,000.00)</u>
<b>Total Other Financing Uses</b>	<u>0.00</u>	<u>50,000.00</u>	<u>(50,000.00)</u>
<b>Beginning Cash Balance</b>		<b>85,311.90</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>224,941.19</b>	
<b>Total Disbursements and Other Financing Uses</b>		<u>223,964.82</u>	
<b>Cash Balance as of 12/03/2020</b>		<b>86,288.27</b>	



**RESOLUTION NO. 2020-39**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT  
FOR 251 WILDWOOD AVENUE**

**WHEREAS**, a proposal (20-04-VB) has been submitted by Brock Harmon to the City Council requesting a conditional use permit from the City of Birchwood Village at the following site:

**ADDRESS:** 251 Wildwood Avenue,

**PARCEL:** 30.030.21.21.0036

**LEGAL DESCRIPTION:** SUBDIVISIONNAME LAKEWOOD PARK 1ST  
DIVISION LOT 10 BLOCK 5 SUBDIVISIONCD 25440

**WHEREAS, THE APPLICANT SEEKS THE FOLLOWING:**

1. Riprap rock and two (2) stairways (3 steps per stairway) for the White Bear Lake shoreline;
2. Land disturbance activity (LDA) where the slope of the land is toward a lake and the alteration is closer to the lake than the structure setback requirement, per Code Section 301.070.1.a;
3. Land disturbance activity where such work involves an area greater than four hundred (400) square feet and/or more than fifty (50) cubic yards in volume, per Code Section 301.070.1.b; and

**WHEREAS**, the Planning Commission has held a public hearing on September 24, 2020; and

**WHEREAS**, there was consensus among the Planning Commissioners as to whether the applicant satisfied the Sec. 306.020, & 306.030 criteria for granting a conditional use permit; three (3) Commissioners in favor with conditions, and two (2) absent; and

**WHEREAS**, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed conditional use permit upon the health, safety, and welfare of the community.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village after reviewing the applicant's proposal and Planning Commission recommendation, that the City Council hereby approves the requested conditional use permit subject to the following conditions:

1. Any disturbance must be restored.
2. City is named as "additional insured" on the contractor's Commercial General Liability insurance policy.
3. Applicant pay a damage escrow to the City.
4. Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket, is permitted if the finished slope does not exceed three (3) feet horizontal to one (1) foot vertical, the landward extent of the riprap is within ten (10) feet of the ordinary high water level, and the height of the riprap above the ordinary high water level does not exceed three (3) feet (Code Section 302.055.2.a.6).
5. This conditional use permit issued by the City shall be recorded with the County Recorder and a copy returned to the City (Code Section 306.080.9).

- 6. This conditional use permit shall become null and void one year after it was granted, unless made use of within the year, or a longer period of time if prescribed by the Council at the time the permit is issued (Code Section 306.090.2).
- 7. All application materials, maps, drawings and descriptive information submitted with this application shall become part of the conditional use permit.
- 8. Land alteration may not cause adverse impact upon abutting property.

The foregoing resolution, offered by Councilmember Fleck and supported by Councilmember Aakre, was declared carried on the 13<sup>th</sup> day of October, 2020 on the following vote:

Ayes: 5

Nays: 0

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

**ATTEST:**

\_\_\_\_\_  
Andy Gonyou, City Administrator

\*\*\*\*\*

Approval is contingent upon execution and return of this document to the City Administrator.  
I have read and agree to the conditions of this resolution as outlined above.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**RESOLUTION 2020-41**

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

**A RESOLUTION DESIGNATING POLLING PLACES FOR 2020 ELECTIONS**

**WHEREAS**, Minnesota Statutes 204B.16, subd 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year; and

**WHEREAS**, changes to the polling place locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

**WHEREAS**, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Birchwood Village hereby designates the following polling places for elections conducted in the city in 2021:

**Birchwood Village Hall  
207 Birchwood Avenue**

**AND BE IT FURTHER RESOLVED**, that the city clerk is hereby authorized to designate a replacement meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution that becomes unavailable for use by the city;

**AND BE IT FURTHER RESOLVED**, that the city clerk is hereby authorized to designate an emergency replacement polling place meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution when necessary to ensure a safe and secure location for voting;

**AND BE IT FURTHER RESOLVED**, that the city clerk is directed to send a copy of this resolution and any subsequent polling place designations to the Washington County Elections Office.

Resolution duly seconded and passed this 8<sup>th</sup> day of December, 2020.

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

Attest:

\_\_\_\_\_  
Andy Gonyou, City Administrator-Clerk



## Memo

**To:** Metro-INET Members  
**cc:** Pete Bauer & Jason Swalley, Metro-INET  
**From:** Patrick Trudgeon, Roseville City Manager  
**Date:** December 1, 2020  
**Re:** Metro-INET Joint Powers Agreement

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Metro-INET originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro-INET has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.

Not only has the number of Metro-INET members grown, each member agency's needs have grown exponentially. Some examples in recent years include the deployment of laser fiche, remote computer access, electronic door access, wireless access points, as well as body cam support for law enforcement.

Currently, Metro-INET is under organizational control of the Roseville City Manager and Roseville City Council. All Metro-INET employees are actually Roseville employees and fall under Roseville personnel policy, its liability coverage, and compensation structure. The Roseville City Manager makes employment decisions for Metro-INET including the hiring and termination of employees. The City of Roseville includes the \$3.5 million Metro-INET budget as part of its city budget.

While this arrangement has worked for many years, the following issues is making it harder to keep Metro-INET sustainable into the future:

- Roseville City Council concern about the amount of Metro-INET staff and the added liability and carrying costs for that amount of employees
- Roseville City Council concern the use of space within City given other city department space needs
- The Roseville employee compensation plan lags behind the market for other local governments and especially with LOGIS, a joint powers entity that provides IT services to many local governments in the Twin Cities. LOGIS has recruited several Metro-INET staff members over the past couple of years
- As a result of the Roseville compensation plan and organizational structure, it is not possible to create the necessary executive leadership to guide the large \$3.5 million Metro-INET enterprise

- Finally, it should be noted that the Roseville City Council could at any time decide to no longer be the lead agency for Metro-INET and as a result, breakup Metro-INET and let members figure out how to best provide IT services for their organization. It should be pointed out that Roseville City Council **has not** discussed doing this, but it is always a potential concern in the future.

Having Metro-INET as a joint powers entity does provide members more direct control over governance of Metro-INET, including costs, personnel, and policies and takes away uncertainty of the future of Metro-INET.

In 2020, a sub-committee of Metro-INET members met to work on a draft of the joint powers agreement. Working with Attorney Jim Strommen of Kennedy and Graven, the sub-committee finalized the JPA document. The sub-committee shared the draft JPA agreement with the League of Minnesota Cities General Counsel and the League of Minnesota Insurance Trust staff for their review. They suggested several changes to the document that have been incorporated into the final versions. Finally, the sub-committee distributed the draft document to all members so that their specific city/board attorney could review the document. To-date, we have not received any significant comments that change the document.

The highlights of the joint powers agreement are as follows:

- The initial members of the JPA will be the current members of Metro-INET
- JPA is planned to become effective on 1/1/2021
- Metro-INET will be governed by a Board of Directors with each member having a Director and Alternate designated
- Metro-INET board meetings subject to open meeting law
- Each member will have the number of votes equivalent to its share of the budget
- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
- Metro-INET board will meet at least four times (Jan., April, July, Oct.) annually
- Metro-INET board will have officers elected to 3-year terms
- Metro-INET board will have power take all action in establishing and managing the operations of Metro-INET
- Metro-INET board will enter into a contract with a member to serve as the fiscal and operations agent for the organization
- Metro-INET board will hire an executive director who will be responsible for day-to-day operations
- The executive director will have broad authority to run the operations of Metro-INET
- The executive director can be terminated by a 2/3 vote of the Metro-INET board
- The Metro-INET board will establish an executive committee consisting of the 5 board officers. The fiscal agent and Executive Director will serve as ex officio members of the executive committee in an advisory and non-voting capacity
- The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues
- The JPA outlines the schedule for the creation and consideration of the annual budget.
- The JPA creates 3 different classes of charges

- Class 1 – Core Services
- Class 2 – Supplemental
- Class 3 – Necessary additional charges
- The class charges are described in more detail as Attachment A of the JPA
- The JPA outlines procedures for members to withdraw from Metro-INET
- JPA creates a Metro-INET “Associate” which is an entity that is receiving a contractual service from Metro-INET
- The JPA has no termination date but does outline procedures to dissolve the organization

For 2021, there are no additional costs that will be borne by members by entering into the JPA. Costs for the transition have been incorporated into the budget numbers given to each member earlier in 2020. It is expected that starting in 2022, there will be additional administrative costs for the JPA. The final financial impact, however, will be decided by the newly constituted Metro-INET board.

**JOINT POWERS AGREEMENT**  
**FOR THE ESTABLISHMENT OF**  
**THE NORTH EAST METROPOLITAN AREA MUNICIPAL**  
**INTERNETWORKING COLLABORATIVE, TO BE KNOWN AS**  
**“METRO-INET”**



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**JOINT POWERS AGREEMENT FOR THE ESTABLISHMENT OF  
THE NORTH EAST METROPOLITAN AREA MUNICIPAL  
INTERNETWORKING COLLABORATIVE**

The parties to this joint powers agreement (“JPA”) are local governmental units (“LGUs”) of the State of Minnesota authorized to enter into this JPA. This JPA is made and entered into pursuant to Minnesota Statutes, Section 471.59.

**ARTICLE I  
GENERAL PURPOSE**

**Section 1.1. Purpose.** The general purpose of this JPA is to provide for an organization that the participating Members may jointly and cooperatively provide for the development and operation of IT Services for the use and benefit of the Members, and others. To the extent permitted by law, the Members will support the establishment of the IT Services and seek to expand the number of participating agencies either as Members or as non-Member LGUs receiving services from Metro-INET.

**ARTICLE II  
DEFINITION OF TERMS**

**Section 2.1. Definitions.** The terms defined in this Article shall have the meanings given them for the purposes of this JPA.

**Section 2.1.1. Metro-INET.** “Metro-INET” means the “North East Metropolitan Area Municipal Internetworking Collaborative,” the organization created by this JPA.

**Section 2.1.2. IT Services.** “IT Services” means the development, operation and maintenance of advanced internet networking and data services through ownership or lease of any and all systems, equipment, technology or means and methods necessary to provide competitive, up-to-date IT services to Members and non-Member LGUs.

**Section 2.1.3. Board.** “Board” means the Board of Directors of Metro-INET, consisting of one Director from each LGU participating as a Member of Metro-INET pursuant to this JPA.

**Section 2.1.4. LGU.** “LGU” means any city, township, independent public safety organization, watershed management organization, watershed district, cable commission or other political subdivision of the State of Minnesota that is qualified to enter into joint powers agreements as defined in Minnesota Statutes, Section 471.59, and as it may be amended from time to time.

**Section 2.1.5. Member.** “Member” means an LGU that enters into this JPA and is at the time involved, a Member in good standing.

**Section 2.1.6. Associate.** “Associate” means an LGU that is not a Member but has agreed to affiliate with Metro-INET in accordance with Article XI and other applicable JPA provisions.

**Section 2.1.7. Data.** “Data” means all information in digital form that can be transmitted or processed.

### **ARTICLE III MEMBERSHIP**

**Section 3.1. Eligibility.** Any Minnesota LGU is eligible to be a Member of Metro-INET.

**Section 3.2. Execution of JPA and Payment of Member Charges.** An LGU desiring to be a Member shall execute a copy of this JPA and shall pay all Member charges, prorated if appropriate, under Article IX.

**Section 3.3. Initial Members.** The initial Members of Metro-INET shall be the City of Roseville (“Roseville”) and those LGUs that are parties to a joint powers agreement or an otherwise existing contractual arrangement for IT Services from Roseville, on or prior to December 31, 2020. Upon the execution of this JPA by an initial Member, the clerk or other corresponding officer shall file with the Roseville City Manager a copy of the executed JPA, together with a certified copy of the authorizing resolution or other action. The resolution authorizing the execution of this JPA shall also designate the Member’s Director and Alternate Director (“Alternate”).

**Section 3.4 Transition of Initial Member IT Services Agreements.** Any joint powers agreement or contract for IT Services between two or more Metro-INET Members that has not been terminated prior to the Effective Date of this JPA shall be terminated by the affected parties at the earliest possible date, without disrupting the delivery of IT Services to the affected parties. After the Effective Date, any term of an earlier agreement for IT Services still in force shall be interpreted not to conflict with this JPA, which shall supersede the earlier agreement if the earlier agreement and this JPA cannot be reconciled. The Board shall have authority to take any action it deems reasonable and prudent to facilitate the transition to Metro-INET by any initial Member, including the creation of a committee authorized to assist affected parties in the termination of earlier agreements and to seek Board approval of action necessary to facilitate the transition.

**Section 3.5. Effective Date.** This JPA shall become effective on January 1, 2021 [[or other date agreed upon by the initial Members]] (“Effective Date”). Within thirty (30) days after the Effective Date, the Roseville City Manager shall call the first meeting of the Board, which shall be held not later than fifteen (15) days after the notice has been delivered to each Director and Alternate.

**Section 3.6. New Members.** LGUs that do not qualify for initial membership under Section 3.3 and seek to join Metro-INET shall be admitted by a vote of the Board as it determines at its organizational meeting, or as soon thereafter as the Board may decide and adopt in the bylaws.

**Section 3.7. Conditions of Membership.** The Board may impose additional conditions upon the admission of new Members.

**Section 3.8. Appointment of Directors.** Directors and Alternates shall be appointed by the Member governing body to serve until their successors are appointed and qualified. Directors shall be the chief administrative officer of the Member.

## **ARTICLE IV BOARD OF DIRECTORS**

**Section 4.1. Governing Body.** Metro-INET shall be governed by a Board of Directors consisting of a Director and Alternate from each Member. At the organizational meeting and annually thereafter, the Board shall elect an executive committee that may advise or act for the Board as the Board may delegate to the executive committee as necessary, upon meetings duly called, as provided in Article VIII.

**Section 4.2. Appointment of Alternate Directors.** Each Member shall appoint one Alternate to the Director. The Alternate shall be entitled to attend all meetings of the Board and may vote in the absence of the Director.

**Section 4.3. No Proxy Voting.** There shall be no voting by proxy. All votes must be cast in person at Board meetings by the Director or Alternate, unless the meeting is duly conducted in accordance with Minnesota Statutes, Sections 13D.02 (interactive TV) or 13D.021 (telephone or other electronic means allowed if health pandemic or emergency).

**Section 4.4. Notice of Change of Director or Alternate Director.** When the Member changes its designated Director or Alternate the Member shall provide written notice to Metro-INET with the name, email address and mailing address of the person so appointed.

**Section 4.5. Compensation of Directors and Alternate Directors.** Directors and Alternates shall serve without compensation from Metro-INET, but it shall not prevent a Member from providing compensation for its Director or Alternate if such compensation is lawfully authorized by such Member.

**Section 4.6. Number of Votes Held by Directors.** Unless otherwise expressly provided herein, each Director shall have the number of votes equivalent to the Member's share of Metro-INET's annual budget, as established by the Board and calculated as follows: Each Member's percentage share of Metro-INET's annual budget shall be determined by Member use of Metro-INET IT Services. Said Member share shall be rounded up to the nearest whole number, and that number shall be the Member's total number of votes in any vote of the Board. Members shall have at least one vote. The number of votes for initial Members, and the total votes of the Directors for the initial Board, shall be as set forth in the attached Exhibit A, and is subject to change annually with the addition or subtraction of Members. The number of votes for each Director shall be recalculated annually upon the adoption by the Board of the next fiscal year budget. Upon the addition of a new Member, the Board shall estimate the new Member's share of Metro-INET's annual budget for the period prior to adoption of the succeeding year's budget and assign the proportionate number of votes to the new Member for the remainder of that fiscal year. The number of votes of existing Members shall not change during the year that new Member or Members join Metro-INET.

**Section 4.7. Quorum.** The presence of at least ten (10) Directors of Members in good standing at a regular or special meeting shall constitute a quorum of the Board allowing it to transact business, provided that the ten Directors hold at least a majority of the total Member votes.

**Section 4.8. Motions.** A majority of the Member vote totals represented by those Directors present at a meeting is required to pass all motions, unless a greater majority is provided in this JPA.

**Section 4.9. Suspension of Vote.** A Director, or Alternate shall not be eligible to vote during the time the Member they represent has been notified by Metro-INET that it is in default on any required assessment, contract or other contribution to Metro-INET or regarding security breaches or other acts deemed by the Board to materially impair the quality of IT Services provided by Metro-INET. During the existence of such default, the vote(s) of such Member shall not be counted for the purposes of a meeting quorum or majority on a Board meeting vote. If a Member remains in default for a period of more than forty-five (45) days after written notice on failure to pay any billing from Metro-INET or notice of other default referenced above, the Board may act to terminate the Member from Metro-INET by a majority vote of the Board at a regular meeting or special meeting called for that purpose.

**Section 4.10. Bylaws.** At the Metro-INET organizational meeting the Board shall adopt bylaws governing its procedures, including but not limited to, the time, place and frequency of its regular meetings or procedures and voting majorities required for certain votes. Such bylaws may be amended from time to time pursuant to Section 4.8 of this JPA.

**Section 4.11. Remuneration of Director or Alternate Expenses.** The Board shall have no obligation to pay remuneration of Director or Alternate expenses, which shall be subject to the policies of Member appointing them. The Board may, however, in its sole discretion, pay the reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with special duties they undertake on behalf of Metro-INET, but such reimbursement shall not include the expenses incurred solely for attending meetings of Metro-INET within the seven-county Twin Cities metropolitan area.

**Section 4.12. Removal of Directors.** Any Director or Alternate shall be subject to removal by the governing body of the Member.

**Section 4.13. Director Vacancies.** A vacancy on the Board shall be promptly filled by the governing body of the Member whose position on the Board is vacant.

## **ARTICLE V MEETINGS AND OFFICERS**

**Section 5.1. Special Meetings.** Special meetings of the Board may be called: (a) by the chair; (b) by the executive committee; or (c) upon the written request of a majority of the Directors. Subject to an emergency exception, as defined by statute, at least three (3) days' written notice of

special meetings shall be published and given to all Directors and Alternates. Such notice shall include the agenda for the special meeting and the time, date and location of the meeting.

**Section 5.2. Regular Meetings.** The specific date, time and location of regular meetings of the Board shall be determined by the Board as provided in the Bylaws. The Board shall be required to meet at least four (4) times a year. Its regular meetings shall be held on the dates and at times of each January, April, July and October as determined by the Board at the October meeting and duly published to establish the four regular meetings.

**Section 5.3. Notice of Regular Meetings.** Notice of regular meetings of the Board shall be given to the Directors and Alternates by the secretary at least fifteen (15) days in advance of the meeting and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

**Section 5.4. Public Meetings.** Meetings of the Board and of the executive committee shall be considered “public” meetings. Notices, agendas, and schedules of such meetings shall be given, maintained and distributed pursuant to the Open Meeting Law, Minnesota Statutes, Section 13D.01, et seq.

**Section 5.5. Officers.** The officers of the Board shall consist of the chair, vice-chair, secretary and two (2) officers-at-large, who shall be elected by the Directors at the organizational meeting of the Board. The chair and vice-chair shall be elected to three-year (3) terms, commencing at the organizational meeting of the Board and every three (3) years thereafter. The secretary shall be elected to a two-year (2) term, commencing at the organizational meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The officers-at-large shall be elected to a one-year (1) term, commencing at the organizational meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The intent of the election of officers is to ultimately establish three-year (3), staggered terms of officers with the chair and vice-chair being elected in the same year. Other than the organizational meeting of the Board, new officers shall take office at the adjournment of the meeting of the Board at which they are elected.

**Section 5.6. Chair and Vice Chair.** The chair shall preside at all meetings of the Board and the executive committee. The vice-chair shall act as chair in the absence of the chair.

**Section 5.7. Secretary.** The secretary shall be responsible for keeping a record of all of the proceedings of the Board and the executive committee.

**Section 5.8. Officer Vacancies.** A vacancy shall immediately occur in the office of any officer upon his or her resignation, death or upon ceasing to be an employee of the Member. Upon a vacancy occurring in any office, the Alternate shall serve until the Member appoints a new Director.



## ARTICLE VI POWERS AND DUTIES OF THE BOARD

**Section 6.1. Powers and Duties.** The powers and duties of the Board shall include the powers set forth in this Article.

**Section 6.2. General Purpose.** The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including, but not limited to, the establishment of data processing and information systems, engaging in the development and implementation of the necessary programs therefor, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the Members and for others. Any of the foregoing activities, or any other activities authorized by the JPA, may be accomplished by entering into contracts, leases or other agreements with others, whenever the Board shall deem this to be advisable.

**Section 6.3. Governance.** The Board shall have full supervisory control and management of the affairs of Metro-INET including the power to make contracts as it deems necessary to make effective any power to be exercised by Metro-INET pursuant to this JPA; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel with a Member or Members or with others.

**Section 6.4. Membership Dues.** The Board may establish and collect membership dues.

**Section 6.5. Service Charges.** The Board may establish and collect charges for its services to Members and to others.

**Section 6.6. Gifts, Loans and Grants.** The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

**Section 6.7. Annual Audit.** The Board shall cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.

**Section 6.8. Annual Budget.** The Board shall establish the annual budget for the organization as provided in this JPA.

**Section 6.9. Delegation to Executive Committee.** The Board may delegate authority to the executive committee of the Board, between Board meetings. Such delegation of authority shall be by resolution of the Board and may be conditioned in such manner as the Board may determine.

**Section 6.10. Accumulation and Maintenance of Capital.** The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of the organization. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of city funds.

**Section 6.11. Data, Data Processing and Management Information Systems.** The Board shall make Metro-INET data processing and management information systems available to its Members, subject to reasonable charges for the development and processing thereof. Metro-INET shall not own Member Data, which shall be returned to the Member upon its withdrawal made pursuant to this JPA or upon dissolution.

**Section 6.12. PERA.** The Board may provide for any of its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which municipalities are authorized or required by law to make.

**Section 6.13. Necessary and Incidental Powers.** The Board may exercise any other power necessary and incidental to the implementation of its aforementioned powers and duties.

## **ARTICLE VII FISCAL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR**

**Section 7.1. Fiscal and Operations Agent.** The Board shall designate a Member to serve as the fiscal and operations agent of Metro-INET (“Fiscal Agent”). The Fiscal Agent shall provide services as set forth in the JPA and on additional matters as may be determined by the Board through authorization for services by contract with Metro-INET. The Fiscal Agent shall be responsible for management of all of Metro-INET’s funds, for the keeping and storing of Metro-INET’s financial records, recommending to the Board and maintaining adequate insurance coverage of Metro-INET consistent with municipal liability limitations under Minnesota law, and to provide for the annual financial audit and accounting of all Metro-INET related activities. The Fiscal Agent shall be responsible for collecting and preserving all Metro-INET records and data pursuant to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Fiscal Agent shall post a fidelity bond or other insurance against loss of organization funds in an amount approved by the Board, at the expense of Metro-INET.

**Section 7.2. Executive Director.** The Board shall hire an executive director to be responsible for the management of the day-to-day operations of Metro-INET, executing the policy directives of the Board, including, the power to implement contracts authorized by the Board, the prosecution and defense or other participation in actions or proceedings in law; to employ personnel or retain as consultants such persons as he or she may deem necessary to carry out Metro-INET functions; to conduct such research and investigation as necessary on any matter related to or affecting the general purposes of Metro-INET; to manage real and personal property

acquired by Metro-INET; and to investigate, advise the Board regarding contracts for space, materials, supplies and personnel either with a Member or Members or with third parties and coordinating with Members for the implementation of internet connection, system maintenance and data processing. The executive director shall prepare a report to the Board regarding the operations of Metro-INET for each quarterly and annual meeting of the Board.

**Section 7.3. Term of Executive Director.** The executive director shall serve for an indefinite period as defined by the contract, which may be terminated and the director removed by a vote of a two-thirds majority of the total votes of the Board.

## ARTICLE VIII EXECUTIVE COMMITTEE

**Section 8.1. Membership of Executive Committee.** The Board shall establish an executive committee consisting of five (5) voting members. Its members shall consist of the five (5) officers of the Board as defined in Article V, Section 5.5. The Fiscal Agent and Executive Director shall serve as *ex officio* members of the executive committee in an advisory and non-voting capacity.

**Section 8.2. Bylaws of Executive Committee.** The executive committee may adopt bylaws governing its own procedures, which shall be subject to this JPA, the bylaws of the Board, and any resolutions or other directives of the Board.

**Section 8.3. Quorum.** Three (3) members of the executive committee shall constitute a quorum and a majority of the executive committee members present at a meeting where a quorum exists may act, notwithstanding the number of votes held by each member in accordance with Article IV, Section 4.6.

**Section 8.4. Regular Meetings.** The specific date, time and location of regular meetings of the executive committee shall be determined by the executive committee. The executive committee shall meet at least four (4) times a year. Notice of regular meetings of the executive committee shall be given to the members of the executive committee and the executive director at least seven (7) days in advance and the agenda for such meetings shall accompany the notice.

**Section 8.5. Special Meetings.** Special meetings of the executive committee may be called by the chair or upon the call of any two other members of the executive committee. The date, time and location of the special meeting shall be fixed by the person or persons calling it. At least three (3) days advance written notice of such special meeting shall be given to all members of the executive committee by the person or persons calling the meeting.

**Section 8.6. Notice of Meetings.** Pursuant to the Open Meeting Law, all meetings of the executive committee shall be noticed and published at least three (3) days prior to the meeting.

**Section 8.7. Duties and Responsibilities.** The executive committee shall have the following duties and responsibilities: (a) to exercise the powers and perform the duties delegated to it by the Board and subject to such conditions and limitations as may be imposed by the Board; (b) to cause to be prepared a proposed annual budget each year which shall be submitted to the

Board at least thirty (30) days before the annual meeting for the Board's review and ratification; and (c) to present a full report of its activities at each regular meeting of the Board.

**Section 8.8. Preparation and Modification of Charges.** The executive committee shall have the responsibility to prepare and modify charges for the use of the programs and facilities of Metro-INET, both as to Members and non-members, subject to Board approval.

## **ARTICLE IX FINANCIAL MATTERS**

**Section 9.1. Fiscal Year.** The fiscal year of Metro-INET shall be the calendar year.

**Section 9.2. Adoption of Annual Budget.** The annual budget of Metro-INET must be adopted in the following manner:

- (a) prior to May 1 the Board will supply each member with a proposed preliminary budget for the coming fiscal year;
- (b) prior to the meeting of the Board in July the Board will supply each Member with a proposed budget adjusted for withdrawal notifications received pursuant to Article XI;
- (c) the annual budget for the coming fiscal year shall be adopted at the July Board meeting.

Promptly after adoption of the budget, the Board must mail copies of the budget to the chief administrative officer of each Member. Upon adoption of the budget each Member is obligated to Metro-INET for the budgeted revenues and cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with this Article.

**Section 9.3. Cost Sharing Charges.** The Board shall have authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of the organization. The Board shall notify the chief administrative officer of each Member of the amounts of such charges, on or before May 1 of each year. The Board shall prepare, and may amend, a document setting forth the cost sharing charges and policies for Members and rates for services provided to non-members. Such document(s) and policies shall be made available to Members for review and comment upon request.

**Section 9.4. Invoices to Members.** Invoices for all charges shall be sent to the Members by the Fiscal Agent and shall be due when rendered. Any Member whose charges have not been paid within forty-five (45) days after the date of the invoice may be declared in default by the Board or executive committee and shall not be entitled to further voting privileges nor to have its Director hold any office nor to use any Metro-INET facilities or programs until such time as the default is cured and Metro-INET has been paid in full. Additionally, in the event that such charges have not been paid within forty-five (45) days of the date of the invoice, and such default remains uncured after a reasonable time following notice to cure, the membership of such Member may be

terminated by a majority vote of the Board. In the event of a dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice with respect to the Member's right to dispute the amount of the charge and to pursue any legal remedies available to it.

**Section 9.5. Classification of Cost Sharing Charges.** The charges to the Members of Metro-INET shall be divided, for cost sharing purposes, into three different classes, as further described in Exhibit A to this JPA and incorporated herein:

- (a) Core Services (“*Class 1 Charges*”). Class 1 Charges shall cover all of Metro-INET's general administrative and operational expenses for core services in having a member participate as a domain member of Metro-INET. Core services are generally defined as services provided by Metro-INET that provides IT support to the Member and its employees to conduct the Member's business. These core services may change over time upon Board approval based on different needs of Members. Changes in the delivery of Class 1 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 1 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 1 Charges shall be prorated to new Members and not retroactively applied to them.
- (b) Supplemental Services (“*Class 2 Charges*”). Class 2 Charges shall cover the costs of design and development of computer programs and systems and other capital costs for services requested by the Member. Supplemental services are generally defined as services provided by Metro-INET at the request of the Member to meet its specific needs. These supplemental services may change over time upon Board approval based on different needs of Members and changes in the delivery of such services. Class 2 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 2 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 2 Charges shall not be retroactively applied to new Members.
- (c) Necessary Additional Charges (“*Class 3 Charges*”). Class 3 Charges shall cover the costs of system operation and maintenance in serving non-members, on an “as requested” basis as determined by the Board when it deems such charges necessary. The amount of such charges that are applicable to each non-member shall be determined by the Board. The amount of the charges shall cover all costs incurred by Metro-INET in providing these services to the non-member. The Board shall have authority to negotiate and enter into contracts with non-members receiving Class 3 Charges.

**Section 9.6. Special Financial Assistance from Members.** It is anticipated that certain Members may be in a position to extend special financial assistance to Metro-INET in the form of grants, or other in-kind payments including use of facilities or other infrastructure deemed beneficial to Metro-INET. The Board shall credit any such in-kind payment against any charges

which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges which have been made or in the future may be made against one or more specified Members.

**Section 9.7. Expenditures.** Board funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by cities. Orders, checks, drafts and other legal instruments shall be signed by the chair or vice-chair and countersigned by the secretary or such other person as shall be designated by the Board.

**Section 9.8. Contracts.** Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota cities.

## **ARTICLE X WITHDRAWAL**

**Section 10.1. Notice of Withdrawal.** Any Member may at any time prior to June 1 of a given year, give written notice of withdrawal from Metro-INET. Written notice of withdrawal submitted prior to June 1 shall be a timely withdrawal and the Member shall not be responsible for its share of the next year's budget not already made the obligation of the Member by a prior, multi-year budget commitment approved by the Board. The withdrawing Member's financial obligation prior to withdrawal upon timely notice will be based on the Class 1, 2 and 3 Charges outstanding for the remainder of the calendar year and additional years for which the Board committed Metro-INET to such financial obligation while the Member was with Metro-INET as a Member. In such case the Member shall be responsible for the net present value of its a pro rata share of such commitment. Written notice of withdrawal after June 1, shall be untimely for purposes of withdrawal prior to the next calendar year but shall serve as notice for withdrawal effective the year following. A Member's nonpayment of charges as set forth herein or its failure to comply with Metro-INET operational security requirements or other policy prescribed by the Board, without cure after written notice and a reasonable time to cure, shall constitute the Member's notice of withdrawal from Metro-INET as determined by the Board pursuant to Section 4.8 at a regular or special meeting. All Member withdrawals shall take effect at the end of the applicable fiscal year, unless otherwise provided by the Board.

**Section 10.2. Claim to Assets upon Withdrawal.** A Member's withdrawal from Metro-INET at a time when such withdrawal does not result in dissolution of the organization shall forfeit the Member's claim to any assets of the organization except that it shall have access to any software developed for its use while it was a Member in accordance with and subject to the provisions of Article XIII, Section 13.5(b).

**Section 10.3. Financial Obligations upon Withdrawal.** Upon withdrawal the Member shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 Charges; (2) for its share of Class 1 Charges to the effective date of withdrawal; (3) for its share of any Class 3 Charges to the effective date of withdrawal; and (4) for any contractual obligations it has separately incurred with Metro-INET.

**Section 10.4. Financial Obligations prior to Withdrawal.** A Member who has not given notice of withdrawal on or before June 1 of a given year is obligated for the budgeted revenues and the cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with Article IX.

## **ARTICLE XI ASSOCIATES**

**Section 11.1. Associates.** It is understood that certain LGUs may desire to enter into a contractual arrangement with Metro-INET for limited IT Services. Such LGUs may affiliate with Metro-INET as “Associates.”

**Section 11.2. Admission of Associates.** An LGU desiring to become an Associate may do so in the same manner as is applicable to becoming a Member, except as otherwise provided in this Article.

**Section 11.3. Confirmation of Associate Status.** At the time of joining Metro-INET as an Associate, the LGU shall indicate in writing that it is not joining as a Member but as an Associate.

**Section 11.4. Appointment of Director and Alternate Director.** An Associate may appoint a Director and an Alternate Director to the Board but such Director (or Alternate) shall be without voting power, shall not be eligible to serve as an officer and shall not be counted for quorum purposes.

**Section 11.5. Charges.** The Board shall establish the charges to be paid by Associates and for that purpose it may classify Associates in accordance with their varying circumstances.

**Section 11.6. Application to Become a Member.** An Associate may apply for membership status and become a Member upon the requisite vote as required in Article III, Section 3.5.

**Section 11.7. Notice of Withdrawal as Associate.** An Associate may discontinue its association with Metro-INET at any time by giving written notice of withdrawal to the secretary. Withdrawal shall not relieve such withdrawing Associate from its obligation to pay any charges which the Associate has incurred up to the time of withdrawal.

## **ARTICLE XII DISSOLUTION**

**Section 12.1. Dissolution.** Metro-INET shall be dissolved whenever: (1) the total number of remaining Members is less than five; or (2) by two-thirds of the votes represented by all Members of the Board.

**Section 12.2. Effectuation of Dissolution.** In the event of dissolution, the Board shall determine the measures necessary to effectuate the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this JPA.

**Section 12.3. Distribution of Assets and Payment of Outstanding Obligations.** Upon dissolution, the remaining assets of Metro-INET and payment of all of its outstanding obligations, the remaining assets of Metro-INET shall be distributed among the then existing Members in proportion to their contributions, as determined by the Board.

**Section 12.4. Allocation of Deficit.** If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members on a pro rata basis, based upon the Class 1 and 2 Charges incurred by such Members during the two years preceding the event which gave rise to the dissolution.

**Section 12.5. Distribution of Computer Software.** In the event of dissolution the following provisions shall govern the distribution of computer software owned by or licensed to Metro-INET:

- (a) All such software shall be an asset of Metro-INET.
- (b) A Member or former Member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due Metro-INET; (2) paying the costs of taking such software; and (3) complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.

## **ARTICLE XIII INDEMNIFICATION**

**Section 13.1. Cooperative Activity of Single Governmental Unit.** Metro-INET shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this JPA. To the fullest extent permitted by law, actions by the Members pursuant to this JPA are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subdivision 1a (a); provided further that for purposes of that statute, each Member expressly declines responsibility for the acts or omissions of the other party. The Members are not liable for the acts or omissions of the other Members except to the extent to which they have agreed in writing to be responsible.

**Section 13.2. Indemnification.** Metro-INET shall defend, indemnify and hold harmless the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out of action or inaction of the Board, its Directors or Alternates, the Fiscal Agent, the executive director and other employees or agents of Metro-INET pursuant to this JPA. Metro-INET shall defend and indemnify the employees of any Member acting pursuant to the JPA except for any act or omission for which the Member’s employee is guilty of malfeasance, willful neglect of duty or



bad faith. A Member shall defend, indemnify and hold harmless Metro-INET against all claims, losses, liabilities, suits, judgments, costs, and expenses arising out of action or inaction of the Member regarding the Member's Data. This JPA to defend and indemnify does not constitute a waiver by Metro-INET or any Member of the limitations on liability provided by Minnesota Statutes, Chapter 466.

#### **ARTICLE XIV AMENDMENT**

**Section 14.1. Amendment of JPA.** This JPA sets forth all understandings of the Members. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this JPA, are merged into and superseded by this written JPA. No modification or amendment to the JPA shall be binding unless all Members agree in writing to the proposed change or amendment.

#### **ARTICLE XV MISCELLANEOUS**

**Section 15.1. Data Practices.** The Members agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained or disseminated by Metro-INET. If a Member receives a request to release the data referred to in this section, it must immediately notify the executive director. The executive director will give the Member who has received the data request instructions concerning the release of the data to the requester before the data is released.

**Section 15.2. Audit.** The books, records and documents relevant to this JPA are subject to audit by the Members and the State of Minnesota at reasonable times upon written notice.

**Section 15.3. Counterparts.** This JPA may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**Section 15.4. Headings.** The subject headings of the sections and subsections of the JPA are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

**Section 15.5. Severability.** In case any one or more of the provisions of this JPA shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this JPA will not in any way be affected or impaired thereby.

**Section 15.6. Applicable Law.** This JPA shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this JPA shall be heard in Minnesota state district or courts with the venue being in Ramsey County, and the Members waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**ARTICLE XVI**  
**DURATION**

**Section 16.1. Term.** This JPA shall continue in effect indefinitely until terminated in accordance with its terms.

**IN WITNESS WHEREOF**, the undersigned local governmental unit has caused this JPA to be signed and delivered on its behalf.

\_\_\_\_\_  
(Name of LGU)

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

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_.

  
**REQUEST FOR COUNCIL ACTION**

Date: December 7, 2020  
Item No.:

---

Department Approval

City Manager Approval

---

Item Description: Consider Approval of the Metro-INET Joint Powers Agreement

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**BACKGROUND**

1 **BACKGROUND**  
2 Currently the City of Roseville provides information technology (IT) services to 44 other local  
3 governmental agencies. The City first began providing IT services in 1999 and since that time this  
4 collaboration has evolved to what is Metro-INET today.

5  
6 On March 16, staff presented an update to the City Council on the efforts to transform Metro-INET  
7 from a Roseville operation to joint powers authority model. From that meeting, the City Council  
8 indicated a desire to pursue evolving Roseville’s Metro-INET to a joint powers authority.

9 As this work and conversation began with the members of Metro-INET, the world was plunged into  
10 the COVID-19 pandemic. As a result, many months were lost as Metro-INET members dealt with  
11 the pandemic in their community and its impact on their organizations.

12 A working group of six members, along with Metro-INET staff, have been working with Attorney  
13 Jim Strommen of Kennedy and Graven to craft the draft joint powers agreement which will need to  
14 be ratified by each Metro-INET member. The draft document was sent to all members for their  
15 review by each member’s attorney. To-date, there has been no issues with the proposed agreement  
16 from other members and many members are scheduling consideration by their board or City Council  
17 in December. Given the short time remaining this year, it is expected that the approvals by all  
18 members will not be completed until the first couple of months in 2021.

19 Once the member approvals are completed, Metro-INET will constitute itself and begin the process  
20 of transition from a City of Roseville enterprise to a joint powers authority. One of the first actions  
21 the Metro-INET Board will need to take is to hire an Executive Director to assist the Board in the  
22 transition. It is expected that it will take all of 2021 to fully transition Metro-INET, including having  
23 the City of Roseville IT staff become employees of the Metro-INET joint powers authority.  
24 Additional information about the process is included in the Metro-INET joint powers agreement  
25 transition plan included as Attachment A.

26 Details of the JPA are outlined in a memo prepared by the City Manager to Metro-INET members.  
27 (Attachment B). The final draft of the JPA is included as Attachment C. The JPA has been  
28 reviewed by City Attorney Gaughan and he finds the agreement acceptable.

29

30 **POLICY OBJECTIVE**

31 Roseville has long valued shared partnerships with other local government entities and the private  
32 sector to provide cost-effective and efficient services to the community. Since its creation, Metro I-  
33 Net has been a model of partnership of providing local government IT services in the Twin Cities  
34 metro.

35 **BUDGET IMPLICATIONS**

36 It is expected that a Metro I-Net joint powers entity would raise the cost for every member due to  
37 increased overhead for leasing space and costs for personnel services (payroll and other HR  
38 services). These costs have been factored into the 2021 Metro-INET budget using existing funds  
39 and the 2021 cost allocations assigned to each member, including Roseville.

40 **STAFF RECOMMENDATION**

41 Staff recommends the City Council approve entering into the Metro-INET joint powers agreement as  
42 shown in Attachment C.

43 **REQUESTED COUNCIL ACTION**

44 Motion to approve the Metro-INET joint powers agreement as shown in Attachment C.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachment: A: Metro-INET joint powers authority transition plan  
B: Memo to Metro-INET members dated December 1  
C: Metro-INET Joint Powers Agreement



	A	B	N	O	P	Q	R	
1	<b>City of Birchwood Village Revenue and Expenditure Trends</b>							
2			<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	
3								
4	<b>RECEIPTS</b>							
5	General Property Taxes (levy)		\$326,299.00	\$354,500.00	\$364,000.00	\$488,500.00	\$512,000.00	
43	NON-LEVY REVENUE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
44	ALL REVENUE - including levy		\$326,299.00	\$354,500.00	\$364,000.00	\$488,500.00	\$512,000.00	
45	<b>TOTAL REVENUES</b>		<b>\$326,299.00</b>	<b>\$354,500.00</b>	<b>\$364,000.00</b>	<b>\$488,500.00</b>	<b>\$512,000.00</b>	
46								
47	<b>DISBURSEMENTS</b>							
48			<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	
49	<b>GENERAL GOVERNMENT</b>							
50	Publishing							
51	Printing and Binding (City Codes)	100-41130-350	\$80.00	\$0.00	\$0.00	\$500.00	\$500.00	
52	Legal Notice Publication (WBP)	100-41130-351	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
53	<b>Subtotal Publication</b>		<b>\$2,080.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	
54	City Council							
55	Wages and Salaries	100-41310-100	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$8,500.00	
56	Employer Cont.-Retirement	100-41310-121		\$195.00	\$195.00	\$195.00	\$200.00	
58	Medicare - Employer	100-41401-100		\$57.00	\$57.00	\$57.00	\$130.00	
59	Social Security Employer	100-41401-100		\$242.00	\$242.00	\$242.00	\$530.00	
62	<b>City Council Subtotal</b>		<b>\$3,900.00</b>	<b>\$4,394.00</b>	<b>\$4,394.00</b>	<b>\$4,394.00</b>	<b>\$9,360.00</b>	
63	Clerk							
64	Wages and Salaries	100-41401-100	\$65,000.00	\$65,000.00	\$66,500.00	\$68,163.00	\$55,000.00	
67	Employer Cont.-Retirement	100-41401-121		\$9,100.00	\$5,000.00	\$5,000.00	\$4,200.00	
69	Medicare - Employer	100-41401-100		\$943.00	\$960.00	\$1,200.00	\$850.00	
70	Social Security Employer	100-41401-100		\$4,030.00	\$4,100.00	\$4,800.00	\$3,500.00	
73	Other Pay (insurance stipend)	100-41401-100		\$6,000.00	\$6,000.00	\$6,216.00	\$0.00	
76	Accounting (Treasurer-Deputy Clerk)							
77	Wages and Salaries	100-41401-100	\$5,000.00	\$7,128.00	\$8,640.00	\$7,344.00	\$29,815.00	
78	Employer Cont.-Retirement	100-41401-121		\$1,000.00	\$700.00	\$600.00	\$2,640.00	
79	Medicare - Employer	100-41401-100		\$105.00	\$200.00	\$150.00	\$515.00	
80	Social Security Employer	100-41401-100		\$448.00	\$700.00	\$600.00	\$2,200.00	
81	Contracted Services (SAV bank rec.)	100-41501-314					\$2,400.00	
84	Office Support							
85	Wages and Salaries	100-41401-100			\$1,000.00	\$1,000.00	\$1,000.00	
86	Medicare - Employer	100-41401-100			\$15.00	\$15.00	\$15.00	
87	Social Security Employer	100-41401-100			\$60.00	\$60.00	\$62.00	
88	<b>Admin. Staff Subtotal</b>		<b>\$70,000.00</b>	<b>\$93,754.00</b>	<b>\$93,875.00</b>	<b>\$95,148.00</b>	<b>\$102,197.00</b>	

	A	B	N	O	P	Q	R
89	Elections						
90	Wages and Salaries	100-41410-100	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$0.00
91	Operating Supplies	100-41410-210	\$125.00	\$125.00	\$125.00	\$125.00	\$0.00
92	Contracted Services (Wash. Cty. JPA)	100-41410-314					\$4,750.00
93	Repair & Maint. Supplies	100-41410-220	\$500.00	\$500.00	\$500.00	\$500.00	\$1,140.00
95	Legal Notice Publication	100-41410-351	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
96	<b>Elections Subtotal</b>		<b>\$2,575.00</b>	<b>\$2,575.00</b>	<b>\$2,575.00</b>	<b>\$2,575.00</b>	<b>\$6,090.00</b>
97	Office Supplies						
98	Office Supplies	100-41911-200	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
101	Office Equipment	100-41911-230	\$800.00	\$800.00	\$800.00	\$800.00	\$0.00
103	Contracted Services (Toshiba)	100-41911-314	\$375.00	\$625.00	\$625.00	\$625.00	\$625.00
104	Postage/Postal Permits						
105	Office Supplies	100-41430-200	\$650.00	\$200.00	Non Levy	Non Levy	Non Levy
107	<b>Office Operations Subtotal</b>		<b>\$3,825.00</b>	<b>\$3,625.00</b>	<b>\$3,425.00</b>	<b>\$3,425.00</b>	<b>\$2,625.00</b>
108	Financial Administration						
110	Fees (banking)	100-41501-437	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
111	<b>Subtotal</b>		<b>\$400.00</b>	<b>\$400.00</b>	<b>\$400.00</b>	<b>\$400.00</b>	<b>\$400.00</b>
112	Insurance - City						
113	Insurance						
114	Packaged Liability (incl. gen. liab.)	100-41945-361	\$6,100.00	\$5,499.00	\$5,400.00	\$5,200.00	\$6,200.00
115	Property Insurance	100-41945-362	\$2,400.00				
116	Worker's Comp (for employees & contractors per audit)	100-41945-150	\$1,600.00	\$2,159.00	\$2,500.00	\$2,526.00	\$2,663.00
118	Excess Liability	100-41945-369	\$1,000.00	\$855.00	\$855.00	\$855.00	\$855.00
121	<b>Insurance Subtotal</b>		<b>\$11,250.00</b>	<b>\$8,513.00</b>	<b>\$8,755.00</b>	<b>\$8,581.00</b>	<b>\$9,718.00</b>
122	Assessing						
123	Contracted Services	100-41550-314	\$5,450.00	\$6,300.00	\$6,200.00	\$6,352.00	\$5,550.00
124	Legal Services						
125	Professional Services	100-41601-300	\$7,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
126	Engineer Service						
127	Professional Services	100-41650-300	\$7,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,000.00
132	Planning & Zoning	100-41910-314	\$0.00				
133	<b>Services Subtotal</b>		<b>\$19,950.00</b>	<b>\$29,800.00</b>	<b>\$29,200.00</b>	<b>\$29,352.00</b>	<b>\$30,550.00</b>
134	City Training & Development						
135	Training (Admin & Council)	100-41914-310		\$2,005.00	\$2,500.00	\$3,500.00	\$3,000.00
136	Travel & Subsistence (Admin trainings)	100-41914-334		\$600.00	\$1,200.00	\$1,200.00	
137	Dues & Subscriptions (LMC memberships, etc.)	100-41914-433	\$1,040.00	\$215.00	\$220.00	\$1,300.00	\$1,040.00
139	Grants - Counseling Center (NYFS)	100-41905-438	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
140	<b>T &amp; D Subtotal</b>		<b>\$3,040.00</b>	<b>\$4,820.00</b>	<b>\$5,920.00</b>	<b>\$8,000.00</b>	<b>\$6,040.00</b>



	A	B	N	O	P	Q	R
141	City Hall-Gov't Buildings						
142	Repair, Operating & Maint. Supplies	100-41940-220	\$500.00	\$500.00	\$765.00	\$765.00	\$765.00
144	Contracted Services (janitorial)	100-41940-314	\$600.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00
146	Utility Services	100-41940-380	\$4,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
147	Buildings & Structures	100-41940-520					
148	I.T./Internet/Telephone (Metro-INET & GovOffice)	100-41940-320	\$5,200.00	\$6,000.00	\$6,250.00	\$6,250.00	\$9,100.00
149	<b>Gov't Bldgs Subtotal</b>		<b>\$10,800.00</b>	<b>\$10,750.00</b>	<b>\$11,515.00</b>	<b>\$11,515.00</b>	<b>\$14,365.00</b>
150	Cable Eqpmt and Service						
151	Contracted Services (videographer)	100-41950-314					
152	Communication	100-41950-320					
157	<b>Communication Subtotal</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
158	<b>TOTAL Gen Government</b>		<b>\$127,820.00</b>	<b>\$160,631.00</b>	<b>\$162,059.00</b>	<b>\$165,890.00</b>	<b>\$183,845.00</b>
159	<b>PUBLIC SAFETY</b>						
160	Police						
161	Contracted Services	100-42101-314	\$52,000.00	\$53,000.00	\$57,600.00	\$59,500.00	\$63,500.00
162	Fire						
163	Contracted Services	100-42201-314	\$20,000.00	\$21,139.00	\$22,000.00	\$29,715.00	\$29,545.00
164	Building Inspection (non levy)						
166	Contracted Services	100-42401-314	Non Levy	Non Levy	Non Levy	Non Levy	Non Levy
167	Fees (variance, cond.use permits)	100-42401-437	\$100.00	\$500.00	Non Levy	Non Levy	Non Levy
168	Other Protection						
169	Contracted Services (Code Red)	100-42801-314	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00
172	Animal Control	100-41916-314	\$1,000.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00
176	<b>PUBLIC SAFETY TOTAL</b>		<b>\$73,250.00</b>	<b>\$75,639.00</b>	<b>\$80,600.00</b>	<b>\$90,315.00</b>	<b>\$94,145.00</b>
177	<b>PUBLIC WORKS</b>						
180	Highways, Streets & Roadways						
181	Repair & Maint. Supplies	100-43101-220	\$1,000.00	\$500.00	\$500.00		
182	Contracted Services (Pot Holes)	100-43101-314	\$5,000.00	\$3,000.00	\$5,500.00	\$6,000.00	\$6,000.00
183	Street Sweeping	100-43103-314	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
187	<b>Street Maintenance Subtotal</b>		<b>\$10,000.00</b>	<b>\$7,500.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>
188	Street Lights						
189	Utility Services	100-43160-380	\$18,000.00	\$19,000.00	\$16,000.00	\$16,000.00	\$15,000.00
190	Drainage - Structure Care						
192	Contracted Services (sump cleanout - Schifsky's)	100-43150-314	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$2,000.00
193	Fees (mpca)	100-43150-437	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
194	<b>Subtotal</b>		<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,400.00</b>	<b>\$2,400.00</b>	<b>\$2,400.00</b>
195	Ice and Snow Removal						
196	Operating Supplies (salt, sand)	100-43125-210	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
197	Contracted Services (Birch)	100-43125-314	\$11,000.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00
198	<b>Snow &amp; Ice Subtotal</b>		<b>\$16,000.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$22,000.00</b>	<b>\$22,000.00</b>

	A	B	N	O	P	Q	R
199	Water Utility						
200	Refunds & Reimbursements	100-43180-810				Non Levy	Non Levy
201	Sewer Utility						
202	Refunds & Reimbursements	100-43190-810				Non Levy	Non Levy
204	<b>TOTAL - Public Works</b>		<b>\$46,000.00</b>	<b>\$43,500.00</b>	<b>\$43,400.00</b>	<b>\$50,400.00</b>	<b>\$49,400.00</b>
205	<b>CULTURE &amp; RECREATION</b>						
206	Recreation						
208	Dues & Subscriptions (WBLCD)	100-45101-433	\$200.00	Non Levy	Non Levy	Non Levy	Non Levy
209	Community Events (Volunteer Recognition)	210-45101-440	\$1,500.00	Non Levy	Non Levy	Non Levy	Non Levy
210	<b>TOTAL Recreation</b>		<b>\$1,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
211	Parks						
212	Wages and Salaries	100-45207-100	\$10,000.00	\$10,000.00	\$20,000.00	\$21,500.00	\$21,500.00
213	Employer Cont.-Retirement	100-45207-121			\$1,560.00	\$850.00	\$850.00
217	Medicare - Employer	100-41401-100		\$70.00	\$450.00	\$450.00	\$450.00
218	Social Security - Employer	100-41401-100		\$300.00	\$1,780.00	\$1,780.00	\$1,780.00
222	Operating Supplies	100-45207-210					
223	Repair & Maint. Supply/Contractual	100-45207-400	\$500.00	\$600.00	\$1,500.00	\$1,500.00	\$2,000.00
225	Contracted Services (porta potty)	100-45207-314	\$2,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00
226	Utility Services	100-45207-380	\$1,000.00	\$600.00	\$800.00	\$800.00	\$800.00
227	Fees	100-45207-530					
232	Projects			\$1,000.00	\$0.00	\$0.00	
233	<b>Parks GF Subtotal</b>		<b>\$13,500.00</b>	<b>\$15,570.00</b>	<b>\$28,590.00</b>	<b>\$29,380.00</b>	<b>\$29,880.00</b>
234	<b>TOTAL Parks &amp; Recreation</b>		<b>\$15,200.00</b>	<b>\$15,570.00</b>	<b>\$28,590.00</b>	<b>\$29,380.00</b>	<b>\$29,880.00</b>
235	<b>SANITATION</b>						
236	Tree Care - Inspection & Removal						
237	Contracted Services (tree inspector)	100-43104-314		\$500.00	\$1,300.00	\$1,300.00	\$1,300.00
238	Tree Removal						
239	Operating Supplies	100-43135-210					
241	Contracted Services	100-43135-314	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
242	Sanitation - Recycling						
243	Contracted Services (Tennis Sanitation)	100-43300-314	\$10,000.00	\$10,000.00	\$10,000.00	\$12,200.00	\$14,500.00
245	Lawn Care/Maintenance						
246	Contracted Services	100-45208-100	\$10,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00
248	<b>TOTAL - Sanitation</b>		<b>\$25,000.00</b>	<b>\$24,500.00</b>	<b>\$16,300.00</b>	<b>\$18,500.00</b>	<b>\$20,800.00</b>
249	<b>CONSERVATION - NATURAL RESOURCE</b>						
250	Fees, Dues & Subscriptions (WBLCD)	100-46101-437	\$1,885.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
252	<b>TOTAL - Conservation</b>		<b>\$1,885.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>

	A	B	N	O	P	Q	R
253	<b>UNALLOCATED EXPENDITURES</b>						
258	Miscellaneous	100-49201-430	\$7,144.00	\$2,660.00	\$1,051.00	\$2,015.00	\$1,930.00
262	Transfer to Capital Projects Fund	100-49360-722	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
263	Sewer L/S 1 Project	100-49365-530				\$100,000.00	\$100,000.00
265	<b>TOTAL - Other Unallocated</b>		<b>\$37,144.00</b>	<b>\$32,660.00</b>	<b>\$31,051.00</b>	<b>\$132,015.00</b>	<b>\$131,930.00</b>
266	<b>TOTAL OPERATING EXPENDITURES (DISBURSEMENTS)</b>		<b>\$326,299.00</b>	<b>\$354,500.00</b>	<b>\$364,000.00</b>	<b>\$488,500.00</b>	<b>\$512,000.00</b>
267							
268							
269					<u>2019</u>	<u>2020</u>	<u>2021</u>
270	Levy				\$ 364,000	\$ 488,500	\$ 512,000
271	Proposed \$\$ Change				\$ 9,500	\$ 124,500	\$ 23,500
272	Proposed % Change				2.68%	34.20%	4.81%

Year	Month	Description	Estimated
2013	6	Warming House - Concrete Pad	\$6,300
2013	9	Warming House - Matching Funds	\$6,000 Based on fund-raising.
		Water main Replacement???	\$170,000 Does not appear to be necessary.
2016		Lift Station Pump Replacement	
2019		Lift Station Pump Replacement	
2014		SCADA System / Lift Station	\$36,000 Need to contact WBL on their project.
2014		Lift Station Generator	\$5,000
2014		Road Committee	\$75,000
2015		Road Committee	\$75,000

**RESOLUTION 2020-42**

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

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE MUNICIPAL  
OPERATIONS OF THE CITY OF BIRCHWOOD VILLAGE, WASHINGTON  
COUNTY, MINNESOTA FOR FISCAL YEAR 2021**

**WHEREAS**, the City of Birchwood Village is required to maintain a budget to fund its regular operations; and

**WHEREAS**, the City has the legal authority to levy necessary funds to operate; and

**WHEREAS**, the City continually monitors its expenditures and develops a budget based on a calendar year's expenses.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village, Washington County, Minnesota that the final budget for the municipal operations of the City of Birchwood Village, Washington County, Minnesota, for fiscal year 2021, and as indicated in the attached exhibit, is hereby adopted.

I certify that the City Council of the City of Birchwood Village, Washington County, Minnesota adopted the above Resolution on this 8th day of December 2020.

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

Attest:

\_\_\_\_\_  
Andy Gonyou, City Administrator-Clerk

**RESOLUTION 2020-43**

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

**A RESOLUTION ADOPTING THE FINAL LEVY ON REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF  
BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA PAYABLE  
IN FISCAL YEAR 2021**

**WHEREAS**, the City of Birchwood Village is required to maintain a budget to fund its regular operations; and

**WHEREAS**, the City has the legal authority to levy necessary funds to operate; and

**WHEREAS**, the City continually monitors its expenditures and develops a budget based on a calendar year's expenses; and

**WHEREAS**, the City conducted a Truth In Taxation meeting on December 8<sup>th</sup>, 2020 to solicit public input on the proposed levy.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village, Washington County, Minnesota that the 2020 levy on real property located within the corporate limits of the City of Birchwood Village, Washington County, Minnesota, payable on property taxes in the year 2021, be set at \$512,000.00

I certify that the City Council of the City of Birchwood Village, Washington County, Minnesota adopted the above Resolution on this 8th day of December 2020.

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

Attest:

\_\_\_\_\_  
Andy Gonyou, City Administrator-Clerk

**CITY OF BIRCHWOOD VILLAGE**  
**PRELIMINARY CERTIFICATION LIST - SUMMARY BALANCES**

Customer Number	Customer Name	Cert Payor	Property Address	Tax Parcel	Amount
8110-01		Owner	5 HALL CT	30-030-21-24-0027	\$386.19
		Occupied			
8116-00		Owner	5 WHITE PINE LN	30-030-21-24-0040	\$1344.12
		Occupied			
8151-00		Owner	4025 E COUNTY LINE RD	25-30-22-11-0007	\$338.92
		Occupied			
8164-02		Owner	4051 E COUNTY LINE RD	25-30-22-11-0003	\$339.50
		Occupied			
8167-00		Owner	136 WILDWOOD AVE	30-030-21-22-0017	\$978.74
		Occupied			
8243-01		Owner	310 WILDWOOD AVE	30-030-21-21-0065	\$699.62
		Occupied			
8247-01		Owner	265 CEDAR ST	30-030-21-24-0075	\$179.63
		Occupied			
8251-02		Owner	312 WILDWOOD AVE	30-030-21-21-0066	\$650.71
		Occupied			
8252-00		Owner	264 CEDAR ST	30-030-21-24-0078	\$373.93
		Occupied			
8266-00		Owner	600 BIRCHWOOD AVE	30-030-21-42-0039	\$481.33
		Occupied			
8280-01		Owner	289 JAY ST	30-030-21-42-0053	\$190.97
		Occupied			
8290-00		Owner	297 JAY ST	30-030-21-42-0057	\$1741.09
		Occupied			
8330-01		Owner	530 HALL AVE	30-030-21-13-0001	\$570.09
		Occupied			
8371-01	Owner	725 BIRCHWOOD AVE	30-030-21-42-0021	\$324.00	
	Occupied				
8377-01	Owner	232 CEDAR ST	30-030-21-24-0066	\$608.76	
	Occupied				
8385-00	Owner	124 CEDAR ST	30-030-21-23-0049	\$292.62	
	Occupied				
8434-01	Owner	3874 E COUNTY LINE RD	30-030-21-23-0047	\$370.83	
	Occupied				
8690-01	Owner	15 OAKRIDGE DR	30-030-21-23-0039	\$1044.57	
	Occupied				
8753-01	Owner	411 WILDWOOD AVE	30-030-21-13-0039	\$641.08	
	Occupied				
					\$11556.70

**CITY OF BIRCHWOOD VILLAGE  
STATE OF MINNESOTA**

**RESOLUTION 2020-44**

**RESOLUTION CERTIFYING UNPAID UTILITY CHARGES FOR COLLECTION**

**WHEREAS**, the City of Birchwood Village has identified residents who are delinquent in payment of their utility bills, and

**WHEREAS**, the City has given notice to those residents that the City Council would conduct a public hearing on December 8, 2020, at which residents who are considered delinquent would have an opportunity to be heard; and

**WHEREAS**, the City has provided ample opportunity for residents to pay their utility bills.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BIRCHWOOD VILLAGE, MINNESOTA**

1. The City of Birchwood Village hereby makes the delinquent utility payments on the following accounts a charge against the resident identified and hereby certifies these unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected.
2. The resident may pay the amount due at any time. If payment is made before December 15, 2020, the delinquency will not be certified to the county.
3. After December 15, 2020, the City Administrator shall transmit a certified copy of this list to the County Auditor to be extended on the property tax lists of the county and such assessment shall be collected and paid in the same manner as property taxes.

I certify that the City Council of the City of Birchwood Village, Washington County, Minnesota adopted the above Resolution on this 8th day of December 2020.

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

Attest:

\_\_\_\_\_  
Andy Gonyou, City Administrator-Clerk



**ORDINANCE 2020-11-01**

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

**AN ORDINANCE AMENDING PERMIT REQUIREMENTS  
IN THE CITY ZONING CODE**

The City Council of the City of Birchwood Village hereby ordains that Chapter 301 (Zoning Code: General Provisions) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

**SECTION 301. ZONING CODE: GENERAL PROVISIONS**

301.055. PERMIT REQUIREMENTS. Unless otherwise specifically provided, the following are required for all activity in the City that requires a permit to be issued to conduct the activity:

1. **Certificate of insurance; coverage.** If the applicant is a licensed contractor or is using a licensed contractor in conjunction with a permit under this section they must furnish the city with a certificate of insurance evidencing the following required coverage:

A. Commercial general liability, including XCU (explosion, collapse and underground) coverage.

1. Bodily injury.

(i) \$1,000,000.00 each occurrence.

(ii) \$1,000,000.00 aggregate products and completed operations.

2. Property damage.

(i) \$1,000,000.00 each occurrence.

(ii) \$1,000,000.00 aggregate.

~~B. Comprehensive automobile liability (owned, nonowned, hired).~~

~~1. Bodily injury.~~

~~(i) \$1,000,000.00 each occurrence.~~

~~(ii) \$1,000,000.00 each accident.~~

~~2. Property damage. Property damage: \$1,000,000.00 each occurrence.~~

EB. The minimum insurance coverage must be maintained until six months after the project has been completed or, if a new dwelling is being constructed, a certificate of occupancy has been issued. The city must be named as an additional insured.

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 8<sup>th</sup> day of December, 2020

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

Attest:

\_\_\_\_\_  
Andy Gonyou, City Administrator-Clerk

# MEMORANDUM



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**TO:** Birchwood Village City Council  
**FROM:** Andy Gonyou, City Administrator  
**SUBJECT:** Variance Case No. 20-06-VB  
**DATE:** November 25, 2020

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Dear Mayor and Council Members,

Enclosed is a variance request from Peggy and Craig Witthaus to replace an existing pervious surface driveway with an impervious surface driveway & bio-retention basin (rain garden) at 259 Wildwood Avenue. This proposal would require a variance from City Code 302.050.1; Impervious surface coverage of lots shall not exceed twenty-five (25) percent of the lot area unless the applicant satisfies the following conditions to obtain a variance.

## **Procedural History**

On November 17, 2020, the Planning Commission heard the variance request for 259 Wildwood Ave. The Commissioners reached a consensus on a recommendation to the City Council. The Planning Commission is in favor of approving the request with conditions, and the conditions are as follows:

- Maintenance agreement to include the Rice Creek Watershed District criteria for a maintenance agreement which is to flood the rain garden every 5 – 10 years and time how long it takes to drain.
- As built plans showing driveway drainage/slope.
- As built survey/plans of the rain garden.
- Avoid existing trees on Harmon lot.

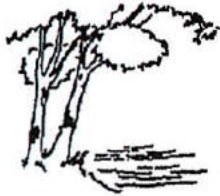
The above listed conditions from the Planning Commission are in addition to the conditions recommended by City Engineer Steve Thatcher. The City Engineer's recommended conditions are as follows:

- All application materials, maps, drawings and descriptive information submitted with this application shall become part of the building permit.
- Per City Code 304.090, the variance shall become null and void if the project has not been completed or utilized within one year after the date it was granted, subject to petition for extension by the City Council.
- Land alteration may not cause adverse impact upon abutting property.
- Applicant shall maintain the rain garden in accordance with the requirements in the landscape plan.
- Applicant shall maintain the slope of the driveway so that stormwater runoff from the driveway flows into the rain garden.
- Applicant shall maintain the slope of the ground surface from the driveway to the rain garden so that stormwater runoff from the driveway flows into the rain garden.
- Applicant shall remove snow and ice from
  - (a) the driveway and
  - (b) the ground surface from the driveway to the rain garden so that stormwater runoff from the driveway flows into the rain garden. a. The reason for this condition is that the existing and proposed ground surfaces are very flat. Snow or ice dams will occur during the spring freeze thaw cycle at the location where runoff from the driveway flows onto the grass near the rain garden. These dams could cause runoff to flood the driveway and then overflow onto the property to the south (which is 267 Wildwood Avenue). Therefore, if dams occur, runoff could bypass the rain garden.

## **Request/Recommendation**

The applicants and the Planning Commission request the City Council review the enclosed materials pertaining to variance request no. 20-06-VB for 259 Wildwood Avenue and approve Resolution 2020-40. Thanks!

-Andy



### City of Birchwood Village Petition for Variance Application

207 Birchwood Ave, Birchwood, MN 55110  
Phone: 651-426-3403 Fax: 651-426-7747  
Email: info@cityofbirchwood.com

FOR OFFICIAL USE ONLY	
Application Received Date: <u>Sept. 7, 2020</u>	Amount Paid: \$ <u>300.00</u>
Payment Type (Circle One): <b>Cash</b> / Check / Money Order / <b>Credit Card</b>	
Check/Money Order # _____	
Application Complete? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, date application was deemed complete: _____	
Signature of City Planner: <u>Steve W. White</u> Date: <u>11/10/2020</u>	

Completed requests for variances submitted prior to the first Thursday of the month will be considered by the Planning Commission at its next meeting on the fourth Thursday of the month. Requests submitted after the first Thursday of the month will be considered at the following meeting. All final decisions on variance applications are made by the City Council, which meets on the second Tuesday every month.

1. Name of Applicant(s) Peggy & Craig W. HANUS  
 Address 259 W. Wood Ave  
 City Birchwood State MN Zip Code 55110  
 Business Phone [REDACTED] Home Phone \_\_\_\_\_

2. Address of Property Involved if different from above: \_\_\_\_\_

3. Name of Property Owner(s) if different from above and describe Applicant's interest in the property: \_\_\_\_\_

4. Specific Code Provision from which Variance is requested: 302.050 Imperious Surfaces

5. Describe in narrative form what the Applicant is proposing to do that requires a variance:  
Replace existing pervious surface driveway with  
conventional asphalt. To mitigate the added  
imperious, the plan is to construct a bioretention basin  
or 'Rain Garden' sized to hold 1.1" runoff from  
all of the imperious surface on the site.  
Also sized at 150' to hold any excess  
run off before it overflows down stream to  
the south.

6. Type of Project:

- New Construction (empty lot)
- Addition
- Demolition
- Landscaping
- Repair or removal of nonconforming structure

Other (describe) Driveway + bioretention basin  
(Rain Garden)

7. Type of Structure Involved:

- |   |  |
|---|--|
| <input type="checkbox"/> Single Dwelling        | <input type="checkbox"/> Double Dwelling |
| <input type="checkbox"/> Garage                 | <input type="checkbox"/> Addition        |
| <input type="checkbox"/> Tennis Court           | <input type="checkbox"/> Pool            |
| <input type="checkbox"/> Grading/Filling        |  |
| <input type="checkbox"/> Other (describe) _____ |  |

8. Using the criteria from the City Code for a variance (see last page), explain why a variance is justified in this situation and describe what "Practical Difficulties" exist:

+ See Withhaus Variance Application Attached

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9. Describe any measures the Applicant is proposing to undertake if the variance is granted, including measures to decrease the amount of water draining from the property:

+ See document 20-09-04 Withhaus Narrative  
for details on adding the bioretention  
basin (Rain Garden)

10. Describe any alternatives the Applicant considered (if any) that do not require a variance:

- Leave driveway 'as is'
- Replace existing pervious with new pervious asphalt

11. Can an emergency vehicle (Fire Truck or Ambulance) access all structures on the property after the proposed change? Yes  No

## Witthaus Variance Application Attachment

### Legal Description of the Property

Parcel Number: 30.030.21.21.0037  
 Property Address: 259 WILDWOOD AVE  
 BIRCHWOOD, MN 55110 [MAPS](#)  
 Class: RESIDENTIAL  
 Legal Description: SUBDIVISIONNAME LAKEWOOD PARK 1ST DIVISION LOT 11 BLOCK 5  
 SUBDIVISIONCD 25440

### Variance Application, page 2:

**Q. 8** Using the criteria from the City Code for a variance, explain why a variance is justified in this situation and describe the "Practical Difficulties" that exist.

#### Justification

Intent of the Impervious Surfaces ordinance 302.050 is to ensure appropriate stormwater management measures are in place. While an asphalt driveway would increase the property's pervious surface, we would be able to mitigate the additional surface with the addition of the bioretention basin, also referred to as a rain garden. This places us in harmony with the general intents and purpose of the ordinance and meets all the required standards for the city's stormwater management.

The proposed stormwater management plan, was designed and engineered specifically for the soil, surface area and infiltration rates for this property. The plan results in property drainage that is compatible with the City's Surface Water Management plan and utilizes the recommended MIDS infiltration rate calculator.

- Supporting documentation (**20-9-02 Witthaus Narrative**) is attached for verification.
- Narrative includes PLOT PLAN

#### Practical Difficulties

At the time of installation eleven years ago, the impervious surface driveways were in favor, as the design and installation were calculated to support stormwater management practices. Ours was approved by the City and City Engineer, based on current best practices at the time. However we have learned that despite attempts to vacuum and manage the sand, silt and tree debris on a heavily wooded lot, the pervious asphalt breaks down and worse, clogs. *This negatively impacts the ability of the stormwater to effectively drain and for the pervious asphalt to work as designed.* Our experiences indicates pervious asphalt may be better suited for use in driveways or large open parking lots in less wooded areas.

*The tree debris appears to contribute most to the breakdown, and it's obvious when you compare the more open areas to the areas with heavy tree coverage. Pervious asphalt breaks down more quickly than traditional asphalt, due to the porous nature of the rocks imbedded in the matrix. Normal driving loosens the rocks, and snow removal – either by shovel, plow or snowblower, and contributes to the deterioration. While we could simply do nothing and keep the existing, approved solution from 11 years ago, we feel the proposed plan is in the best interests of long term, effective storm water management. The proposed plan will not increase water drainage, will not impair light / air to adjacent properties, diminish property values or impair public health / safety. It is visually appealing and easy to maintain. Maintenance plan, schedule and proposed Rain Garden plantings are listed in page 2 of the attached "Witthaus schematic" document.*

12. Does the proposed change bring any other nonconforming use into conformity with the City Building Code? Yes  No

If yes, explain: \_\_\_\_\_

13. Are there other governmental regulations that apply to the proposed action, including requirements of the Rice Creek Watershed District? Yes  No

If yes, please identify the regulations AND attach evidence demonstrating compliance: \_\_\_\_\_

14. Please provide the applicable information in the following Table:

	EXISTING	PROPOSED	CHANGE
1. Total Square Footage of Lot	12,980	12,980	
2. Maximum Impervious Surface (25% of item 1)	3,245	3,245	
3. Roof Surface	2,144	2,146	
4. Sidewalks	152	152	
5. Driveways	Asphalt - 0 -	Asphalt 2,514	+ 2,514
6. Other Impervious Surface	858	858	
7. Total of Items 3-6	3,156	5,670	
8. Percent Impervious Surface	24.3	43.6	+ 19.3

15. Please attach the following:

- Legal description of property. see attached W. Hines Variation App. Attachment
- Plot plan drawn to scale showing existing and proposed new and changed structures on the lot. Also show existing structures on adjacent lots.  
- see 30-09-02 with Hines narrative



**Criteria for Granting a Variance.** Pursuant to Minn. Stat. Sec. 462.357, subd. 6, as it may be amended from time to time, the Planning Commission may issue recommendations to the City Council for variances from the provisions of this zoning code. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property.

Variances to the strict application of the provisions of the Code may be granted, however, no variance may be granted that would allow any use that is prohibited within the City. Conditions and safeguards may be imposed on the variances so granted. A variance shall not be granted unless the following criteria are met:

**SUBD. 1.**

- A. Variances shall only be permitted
- i. when they are in harmony with the general purposes and intent of the ordinance and
  - ii. when the variances are consistent with the comprehensive plan.
- B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

**SUBD. 2.** "Practical difficulties," as used in connection with the granting of a variance, means that

- i. Special conditions or circumstances exist which are peculiar to the land, structure, or building involved.
- ii. The condition which result in the need for the variance were not created by the applicant's action or design solution. The applicant shall have the burden of proof for showing that no other reasonable design solution exists.
- iii. The granting of a variance will result in no increase in the amount of water draining from the property.
- iv. Granting the variance will not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.
- v. No variance shall be granted simply because there are no objections or because those who do not object outnumber those who do.
- vi. Financial gain or loss by the applicant shall not be considered if reasonable use for the property exists under terms of the Zoning Code.

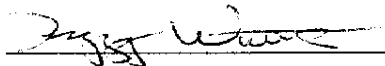
**NOTICE:**

**\*The City and its representatives accept no responsibility for errors and/or damages caused due to incomplete and/or inaccurate information herein. It is the responsibility of the applicant to ensure the accuracy and completeness of this information.**

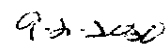
**\*The City will hold applicant responsible for any damage to public property that occurs in the course of performing the activities of this permit.**

**\*Under penalty of perjury the applicant declares that the information provided in and enclosed herewith is complete and all documents represented are true and correct representations of the actual project/building that will be built in conformance with such representation if approved.**

Signature of Applicant: \_\_\_\_\_



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



d. Evidence demonstrating compliance with the Rice Creek Watershed District's and other Governmental Units' regulations may be required. (See Section 303.040.)

2. Criteria for Granting a Variance. Pursuant to Minn. Stat. Sec. 462.357, subd. 6, as it may be amended from time to time, the Planning Commission may issue recommendations to the City Council for variances from the provisions of this zoning code. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property.

Variances to the strict application of the provisions of the Code may be granted, however, no variance may be granted that would allow any use that is prohibited within the City. Conditions and safeguards may be imposed on the variances so granted. A variance shall not be granted unless the following criteria are met:

SUBD. 1.

A. Variances shall only be permitted

- i. when they are in harmony with the general purposes and intent of the ordinance and
- ii. when the variances are consistent with the comprehensive plan.

B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

SUBD. 2. "Practical difficulties," as used in connection with the granting of a variance, means that

- i. Special conditions or circumstances exist which are peculiar to the land, structure, or building involved.
- ii. The condition which result in the need for the variance were not created by the applicant's action or design solution. The applicant shall have the burden of proof for showing that no other reasonable design solution exists.
- iii. The granting of a variance will result in no increase in the amount of water draining from the property.
- iv. Granting the variance will not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.
- v. No variance shall be granted simply because there are no objections or because those who do not object outnumber those who do.
- vi. Financial gain or loss by the applicant shall not be considered if reasonable use for the property exists under terms of the Zoning Code.

304.050

VARIANCE HEARING AND RECOMMENDATION BY THE PLANNING COMMISSION. Within 60 days after the City determines that a variance petition is complete, and all required fees and information, including plans, drawings and surveys, have been received, the Planning Commission shall conduct a public hearing and after hearing the oral and written views of all interested persons, the

**302.050 IMPERVIOUS SURFACES.**

1. **Limitation.** Impervious surface coverage of lots shall not exceed twenty-five (25) percent of the lot area unless the applicant satisfies the following conditions to obtain a variance:
  - a. The applicant shall submit a stormwater management plan for the site that analyzes the proposed development including the area(s) of impervious surfaces, direction of runoff, proposed best management practices to manage runoff, and stormwater retention that the best management practices will achieve.
  - b. The stormwater management plan shall include structures and/or best management practices for the mitigation of stormwater impacts on receiving waters in compliance with the City's Surface Water Management Plan, or as approved by the City Engineer, so that the site design includes stormwater management practices that control the stormwater runoff volumes, and the post-construction runoff volume shall be retained on site for 1.1 inches of runoff from impervious surfaces.
  - c. The applicant shall utilize the most recent version of the Minnesota MIDS (Minimum Impact Design Standards) Calculator (available on the Minnesota Pollution Control Agency's website), the U.S. Environmental Protection Agency's National Stormwater Calculator, or another similar stormwater design calculator approved by the city to complete the plan and show that the proposed stormwater management practices meet the required infiltration standard. The applicant shall submit the calculator results to the City with the stormwater management plan.
  - d. The applicant shall provide documentation that the proposed stormwater management methods meet the required standard, will be designed and installed consistent with the City's Surface Water Management Plan, NPDES stormwater standards, and the Minnesota Pollution Control Agency's Minnesota Stormwater Manual.
  - e. No pervious pavement system is permitted in the Shore Impact Zone. (The Shore Impact Zone is the land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the required structure setback. The required structure setback from the OHWL in the City of Birchwood Village is 50 feet, and the Shore Impact Zone is 25 feet.)
  - f. Site design shall comply with the City's zoning code 302.055, and shall minimize changes in ground cover, loss of natural vegetation, and grade change as much as possible.
  - g. The base of installed infiltration structures or practices must be a minimum of three (3) feet above the established ground water table or the Ordinary High Water Level of White Bear Lake, whichever is higher.

- h. The stormwater management practices shall be designed in accord with the Minnesota Stormwater Manual, American Concrete Pavement Association design criteria, Center for Watershed Protection, *Stormwater BMP Design Supplement for Cold Climates*, or other design guidance provided by the City.
- i. The stormwater management plan shall include the applicant's description of how the practices shall be maintained to function as designed for the long-term. The City may inspect the installation of the stormwater management system at the site.
- j. The applicant shall include the maintenance plan and a maintenance schedule for the approved stormwater management practices with the required permit application.
- k. The variance shall not be valid unless the applicant properly records the variance at the property records at Washington County and a copy of the recording is properly returned to the City for verification.

**"AMENDED BY ORDINANCE 2017-01-01; DECEMBER 12, 2017"**

**302.055. LAND DISTURBANCE ACTIVITY STANDARDS.**

See Sections 301.070 and 306.030 for Conditional Use Permits for Land Disturbance Activities.

1. The following are General Standards:

- a. A combination of successive Best Management Practices may be used to achieve the standards and requirements of Section 302.055. Justification for the method(s) selected shall be provided by the applicant as part of the permit application.
- b. When possible, existing natural drainage ways and vegetated soil surfaces must be used to convey, store, filter, and retain storm water runoff before discharge to public waters and wetlands.
- c. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff, velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.
- d. When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle storm water runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

Planning Commission shall make its recommendation to the City Council by a majority vote at the same meeting or at a specified future meeting thereof.

304.060 NOTICE OF HEARINGS.

1. Notice of variance hearings shall be mailed not less than ten (10) days before the date of the hearing to the person who filed the petition for variance, to the Minnesota Department of Natural Resources, and to each owner of property situated wholly or partially within 200 feet of the property lines to which the variance relates.

2. A notice of hearing for appeals of administrative decisions shall be published in the official newspaper of the City not less than ten days before the hearing. A notice shall also be mailed to the appellant.

3. No new notice need be given for any hearing which is continued to a specified future date.

304.070 FINAL DECISION. The Council shall decide all appeals of administrative decisions and petitions for variances. The decision shall be made not later than 30 days after the date of the hearing. Notice of the decision shall be mailed to the applicant with regard to any denial and explanation as to why.

304.080 FORM OF ACTION TAKEN AND RECORD THEREOF. The Council shall maintain a record of its proceedings relative to the petition for variance or appeal which shall include the minutes of its meetings and final order concerning the variance petition or appeal of administrative decision. When applicable, notice of the final order shall be sent to the Minnesota Department of Natural Resources within ten (10) days.

304.090 REVOCATION. A violation of any condition set forth or required in granting a variance shall be a violation of this Code and automatically terminates the variance. A variance shall become null and void one year after it was granted, unless made use of within the year or such longer period prescribed by the Council.

**"AMENDED BY ORDINANCE 2005-1; APRIL 12, 2005."**

**"AMENDED BY ORDINANCE 2018-04-01; OCTOBER 9, 2018."**

### 304. ZONING CODE: VARIANCES AND APPEALS

304.010 BOARD OF APPEALS. The City Council is hereby established as the Board of Appeals (Board) and shall have the power to hear and decide appeals in which it is alleged that there is an error in any administrative order, requirement, decision or determination made in the interpretation or enforcement of the Zoning Code.

304.020 APPEALS OF ADMINISTRATIVE DECISIONS.

1. A person who deems himself aggrieved by an alleged error in any order, requirement, decision or determination made in the interpretation and enforcement of the Zoning Code, may appeal to the Board by filing a written appeal with the City Clerk within 30 days after the date of such order, requirement, decision or determination. The appeal shall fully state the order to be appealed and the relevant facts of the matter.

2. The Board shall conduct a public hearing within 60 days after the filing of a written appeal. The Board shall make its decision after considering the oral and written views of all interested persons expressed at the public hearing.

304.030 PETITIONS FOR VARIANCES. The Planning Commission is hereby established to hear and advise the Council on requests for variances from the literal provisions of the Zoning Code. The owner or owners of land to which the variance relates may file a petition for a variance with the Clerk. The petition shall be made on forms provided by the City Clerk. The petition shall be accompanied by plans described below and by all required fees. The City may require the petitioner to submit a certificate by a registered professional land surveyor verifying the location of all buildings, setbacks and building coverage, and certifying other facts that in the opinion of the City are necessary for evaluation of the petition.

304.040 VARIANCE REQUIREMENTS AND CRITERIA. Petitions for Variances must include all Required Information and demonstrate that Criteria for each Variance are met.

1. Required Information.

a. Legal description and address of parcel. Name, address, and phone number of applicant (and of the owner if owner is not the applicant).

b. Plot plan drawn to scale. Elevation contour lines may be required.

c. Plan showing existing and proposed new and changed structures on the lot. Existing structures on adjacent lots must also be shown.

## MEMO: Narrative of Project for Variance

<b>Date:</b>	November 9, 2020
<b>Site Location:</b>	259 Wildwood, Birchwood Village
<b>Engineer:</b>	Andrew Berenberg
<b>Owner:</b>	Peggy Witthaus

### Existing Information:

Project site is located at: 259 Wildwood Ave  
Owner: Peggy Witthaus  
Site area: 12,980 SF  
Current impervious: 3,156 SF (24.3%)

The Witthaus residence is under a pavement restriction of 25% of the lot area allowed to be impervious. Currently the primary structure, garage and patio/retaining walls equals 24.3%

The property owner currently has a patio that was constructed of pervious pavers, and a driveway constructed of pervious asphalt.

Through the years, the owner has been having problems with the pervious asphalt driveway. Sand and grit from vehicles along with tree and yard debris has clogged up the fines and water passageways into and through the system. Along with that, snowplows have caught edges of the asphalt and have begun creating divots in the drive.

The owner is aware of stormwater runoff issues in the area.

### Proposed:

The landowner is requesting the City to grant a variance on the lot's pervious land coverage by allowing a conventional asphalt driveway.

To mitigate the added impervious, the plan is to construct a new bioretention basin. This basin is sometimes referred to a "Rain Garden". The basing will be sized to hold 1.1 inches of runoff from all of the impervious of the site. The basin will be designed at 150% for larger storm events to hold any excess runoff before it overflows downstream to the south.

A soils investigation was conducted by Chosen Valley Testing, Inc. and has been included with this narrative. The results of the investigation show that the site sits on about 5 feet of fill. This fill is a silty sand which sits upon original ground that appears to be a silty sand, transitioning to a Silty to Clayey sand. Water was not encountered until 7 feet deep, which would be 4 feet below the bottom of the proposed media. For a Silty Sands, the MPCA Stormwater Manual recommends 0.2 to 0.45 Inches per hour of infiltration. The basin is designed for a water quality elevation of 12 inches. If a 48 hour draw down time is used, and a conservative value of 0.25 inches per hour is used,

$$12 \text{ inches} / 0.25 \text{ in/hr} = 48 \text{ hours}$$

This assumes that 100% of the impervious drains the basin as the east side of the house drains to a pervious paver system.

---

Conclusion:

From a design perspective pertaining to impervious to pervious. Constructing an impervious driveway that completely drains to a bioretention basin and designing the basin to infiltrate the 1.1 inches of stormwater runoff is equal to a permeable pavement system. This is because whether the runoff that hits the driveway directly infiltrates the pavement surface or runs-off the pavement and into a basin designed to infiltrate the runoff, the runoff is still removed from the system and discharged to the ground below.

Also, the geotechnical investigation supports that the soils in the area should be able to infiltrate the storm runoff as designed.

**ATTACHMENT:**

CVT Project 17265.20.MNT





# Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 245 Roselawn Avenue East, Suite #29, St. Paul, MN 55117 • Telephone (651) 756-784 • [stpaul@cvtesting.com](mailto:stpaul@cvtesting.com)

Ms. Peggy Witthaus  
259 Wildwood Avenue  
Birchwood, MN 55110  
[REDACTED]

September 1, 2020

**Re: Geotechnical Exploration Services  
Proposed Driveway Improvements  
259 Wildwood Avenue  
Birchwood, Minnesota  
CVT Project 17265.20.MNT**

Dear Ms. Witthaus,

We have completed the geotechnical exploration requested. This report summarizes our findings and analysis.

**The intent of this report is to present our findings to the client in the same logical sequence that led us to arrive at the opinions and recommendations expressed. Since our services often must be completed before the design is finished, assumptions are often needed to prepare a proper scope and to analyze the data. A complete and thorough review of the entire document, including its assumptions and its appendices, should be undertaken immediately upon receipt.**

## **A. Introduction**

### **A.1. Scope**

To obtain data for analysis, one hand auger borings was authorized and drilled at the site. Our engineering scope consisted of providing this report summarizing our procedures and findings and providing estimated infiltration rates for the soils encountered, in accordance with MPCA guidelines.

### **A.2. Boring Location**

The sketch in the Appendix of this report shows the approximate boring location. The sketch was based on superposing GPS coordinates for the boring onto a satellite view of the site using Google Earth software.

## **B. Subsurface Data**

**Procedures:** The boring was performed manually using a screw and/or bucket type hand auger. Sample brought to the surface by the auger were collected at roughly 6-inch intervals. The soil obtained was classified and logged by the driller on site and a representative portion was then sealed and delivered to the geotechnical staff for further review.

### **B.1. Stratification**

At the surface, the borings encountered about 1 foot of topsoil consisting of slightly organic sandy lean clay. This was followed by layers of fill consisting of silt sand and slightly organic poorly graded sand with silt.

Buried topsoil was met at about 5 feet. Lacustral silty to clayey sand was met below that, and clean, poorly graded sand with silt was met at about 8 feet. The reader is referred to the log sheets in the Appendix for more detailed information.

## **B.2. Penetration Test and Laboratory Test Results**

**Moisture contents tests were performed on most of the samples. P200 tests were performed on samples of the fill, to determine the percentage of silt and clay in those materials.**

P200 tests on the fill soils ranged from 14.5% for the uppermost fill and 8.8% for the deeper fill. This classifies the upper fill as silty sand and the deeper fill as poorly grade sand with silt.

## **B.3. Groundwater Data**

**During drilling, the drillers may note the presence of moisture on the sampler, in the cuttings, or in the borehole itself. These findings are reported on the boring logs. Because water levels vary with weather, time of year, and other factors, the presence or lack of water during exploration is subject to interpretation and is not always conclusive.**

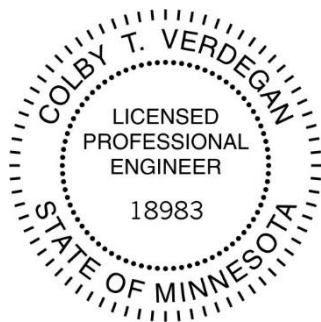
Water was observed in the boring at a depth of about 7 feet. We assume that this depth is similar to or slightly above the level of the nearby lake.

## **C. Infiltration Rates**

The boring indicates the site includes soils ranging from ranging from higher permeability soils (poorly graded sand with silt) to low permeable clayey soils. According to the MPCA Stormwater Manual, these various materials can be presumed to have the followed estimated infiltration rates:

Poorly Graded Sand with Silt:	.8 inches per hour.
Silty Sands:	0.2 to 0.45 inches per hour
Silty to Clayey Sands:	0.06 inches per hour.

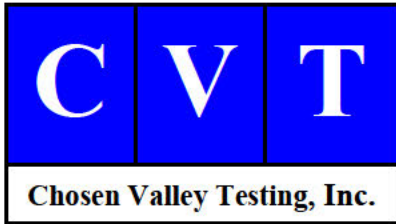
In our experience, the values for the dominant silty sands are not conservative to the extent that we recommend using the lower infiltration values for design. Double-ring infiltrometer testing is the preferred method for directly evaluating infiltration but was not part of our scope.



I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly licensed engineer under the laws of the State of Minnesota.

A handwritten signature in black ink that reads "Colby T. Verdegan".

Colby T. Verdegan, PE  
Geotechnical Engineer  
Registration Number 18983  
Date: September 1, 2020



Legend  
⊙ Boring Location



**Boring Location Sketch**  
Proposed Driveway Replacement  
259 Wildwood Avenue  
St. Paul, Minnesota  
17265.20.MNT



# LOG OF BORING

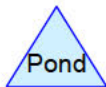
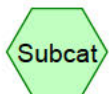
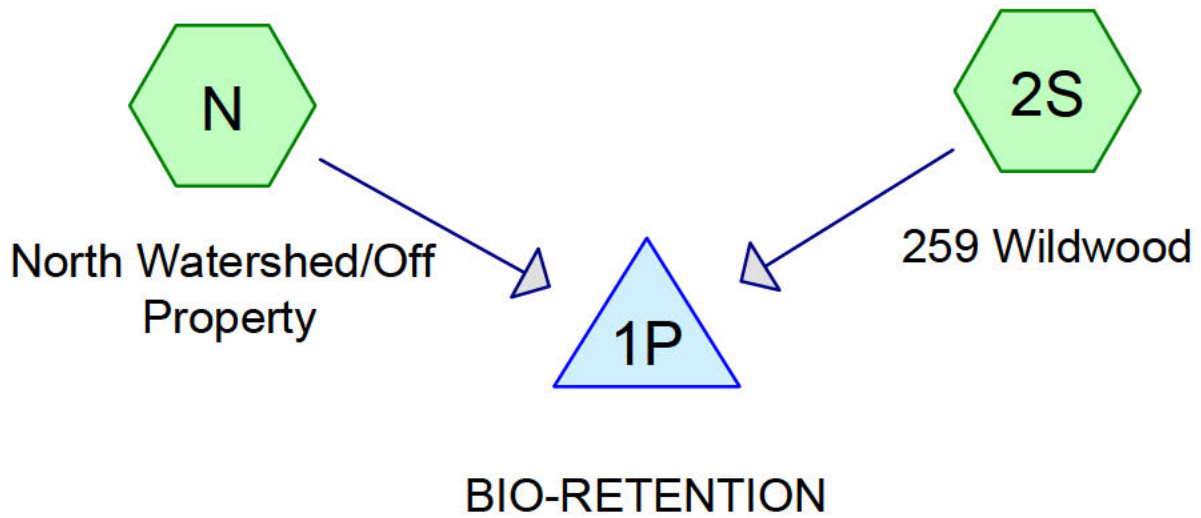
CHOSEN VALLEY TESTING



PROJECT: 17265.20.MNT Design Phase Geotechnical Evaluation Proposed Driveway Replacement 259 Wildwood Ave St. Paul, Minnesota	BORING: <b>HA-1</b>	
	LOCATION: See attached sketch	
	DATE: 8/28/2020	SCALE: 1" = 2'

Elev.	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
	1.0	CL OL	<b>Slightly Organic SANDY LEAN CLAY</b> trace roots, black. (Topsoil)			MC = 28.3%
	3.0	SM	<b>SILTY SAND</b> mostly very fine to fine grained, brown to dark brown, moist. (Fill)			MC = 12.4% 14.5% passing #200 sieve  MC = 12.1%
	5.0	SP SM	<b>Slightly Organic POORLY GRADED SAND with SILT</b> mostly very fine to fine grained, dark brown to black, moist. (Fill)			MC = 16.2%  MC = 11.4% 8.8% passing #200 sieve
	6.0		<b>Slightly Organic SILTY SAND</b> mostly fine grained, trace pin roots, black, moist. (Burried Topsoil)			MC = 16.6%
	8.0	SC SM	<b>SILTY to CLAYEY SAND</b> mostly fine grained, trace gravel, wet to 7 feet and then water bearing. (Lacustrine Deposit)		▽	MC = 16.0%
	10.0	SP SM	<b>POORLY GRADED SAND with SILT</b> mostly fine to medium grained, trace gravel, brown, water bearing. (Lacustrine Deposit)			
			End of boring Water encountered around 7 feet during drilling Boring sealed upon completion			

CVT STANDARD 17265.20.MNT (W/TTHAUS WILDWOOD AVE).GPJ LOG A GNN06.GDT 9/1/20



**Routing Diagram for hydro**  
 Prepared by VAA, LLC, Printed 11/9/2020  
 HydroCAD® 10.10-3a s/n 02657 © 2020 HydroCAD Software Solutions LLC

**hydro**

Prepared by VAA, LLC

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**Area Listing (all nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
0.076	78	Greenspace (2S)
0.147	98	Impervious (2S, N)
0.370	58	Woods/grass comb., Good, HSG B (N)
<b>0.592</b>	<b>70</b>	<b>TOTAL AREA</b>

**hydro**

Prepared by VAA, LLC

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Type II 24-hr 2-YR Rainfall=2.50"

Printed 11/9/2020

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**Summary for Subcatchment 2S: 259 Wildwood**

Runoff = 0.45 cfs @ 11.96 hrs, Volume= 0.021 af, Depth= 1.45"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-50.00 hrs, dt= 0.05 hrs  
Type II 24-hr 2-YR Rainfall=2.50"

	Area (sf)	CN	Description
*	4,200	98	Impervious
*	3,300	78	Greenspace
	7,500	89	Weighted Average
	3,300		44.00% Pervious Area
	4,200		56.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					<b>Direct Entry,</b>

**Summary for Subcatchment N: North Watershed/Off Property**

Runoff = 0.03 cfs @ 12.61 hrs, Volume= 0.009 af, Depth= 0.24"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-50.00 hrs, dt= 0.05 hrs  
Type II 24-hr 2-YR Rainfall=2.50"

	Area (sf)	CN	Description
	16,100	58	Woods/grass comb., Good, HSG B
*	2,200	98	Impervious
	18,300	63	Weighted Average
	16,100		87.98% Pervious Area
	2,200		12.02% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
44.6	200	0.0700	0.07		<b>Sheet Flow,</b> Woods: Dense underbrush n= 0.800 P2= 2.50"

**Summary for Pond 1P: BIO-RETENTION**

Inflow Area = 0.592 ac, 24.81% Impervious, Inflow Depth = 0.60" for 2-YR event  
 Inflow = 0.45 cfs @ 11.96 hrs, Volume= 0.029 af  
 Outflow = 0.00 cfs @ 24.12 hrs, Volume= 0.013 af, Atten= 99%, Lag= 730.0 min  
 Discarded = 0.00 cfs @ 24.12 hrs, Volume= 0.013 af  
 Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-50.00 hrs, dt= 0.05 hrs  
Peak Elev= 932.68' @ 24.12 hrs Surf.Area= 796 sf Storage= 1,079 cf

Plug-Flow detention time= 1,088.0 min calculated for 0.013 af (44% of inflow)  
Center-of-Mass det. time= 931.9 min ( 1,795.0 - 863.1 )

**hydro**

Prepared by VAA, LLC

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Type II 24-hr 2-YR Rainfall=2.50"

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Volume	Invert	Avail.Storage	Storage Description
#1	928.50'	1,712 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
928.50	260	0.0	0	0
931.00	300	40.0	280	280
931.50	310	100.0	153	433
932.00	503	100.0	203	636
932.90	890	100.0	627	1,263
933.00	1,216	100.0	105	1,368
933.20	2,220	100.0	344	1,712

Device	Routing	Invert	Outlet Devices
#1	Discarded	928.50'	<b>0.250 in/hr Exfiltration over Surface area</b>
#2	Primary	933.18'	<b>5.0' long x 15.0' breadth Edge of pavement</b>
			Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60
			Coef. (English) 2.68 2.70 2.70 2.64 2.63 2.64 2.64 2.63

**Discarded OutFlow** Max=0.00 cfs @ 24.12 hrs HW=932.68' (Free Discharge)  
 ↳1=Exfiltration (Exfiltration Controls 0.00 cfs)

**Primary OutFlow** Max=0.00 cfs @ 5.00 hrs HW=928.50' (Free Discharge)  
 ↳2=Edge of pavement ( Controls 0.00 cfs)



**hydro**

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Type II 24-hr 10-YR Rainfall=4.20"

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**Summary for Subcatchment 2S: 259 Wildwood**

Runoff = 0.89 cfs @ 11.95 hrs, Volume= 0.043 af, Depth> 3.01"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-50.00 hrs, dt= 0.05 hrs  
Type II 24-hr 10-YR Rainfall=4.20"

	Area (sf)	CN	Description
*	4,200	98	Impervious
*	3,300	78	Greenspace
	7,500	89	Weighted Average
	3,300		44.00% Pervious Area
	4,200		56.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					<b>Direct Entry,</b>

**Summary for Subcatchment N: North Watershed/Off Property**

Runoff = 0.24 cfs @ 12.48 hrs, Volume= 0.036 af, Depth= 1.03"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-50.00 hrs, dt= 0.05 hrs  
Type II 24-hr 10-YR Rainfall=4.20"

	Area (sf)	CN	Description
	16,100	58	Woods/grass comb., Good, HSG B
*	2,200	98	Impervious
	18,300	63	Weighted Average
	16,100		87.98% Pervious Area
	2,200		12.02% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
44.6	200	0.0700	0.07		<b>Sheet Flow,</b> Woods: Dense underbrush n= 0.800 P2= 2.50"

**Summary for Pond 1P: BIO-RETENTION**

Inflow Area = 0.592 ac, 24.81% Impervious, Inflow Depth > 1.60" for 10-YR event  
 Inflow = 0.91 cfs @ 11.95 hrs, Volume= 0.079 af  
 Outflow = 0.24 cfs @ 12.84 hrs, Volume= 0.055 af, Atten= 74%, Lag= 53.4 min  
 Discarded = 0.01 cfs @ 12.80 hrs, Volume= 0.028 af  
 Primary = 0.22 cfs @ 12.84 hrs, Volume= 0.027 af

Routing by Stor-Ind method, Time Span= 5.00-50.00 hrs, dt= 0.05 hrs  
Peak Elev= 933.24' @ 12.84 hrs Surf.Area= 2,220 sf Storage= 1,712 cf

Plug-Flow detention time= 535.6 min calculated for 0.055 af (69% of inflow)  
Center-of-Mass det. time= 422.1 min ( 1,271.1 - 849.0 )

**hydro**

Prepared by VAA, LLC

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Type II 24-hr 10-YR Rainfall=4.20"

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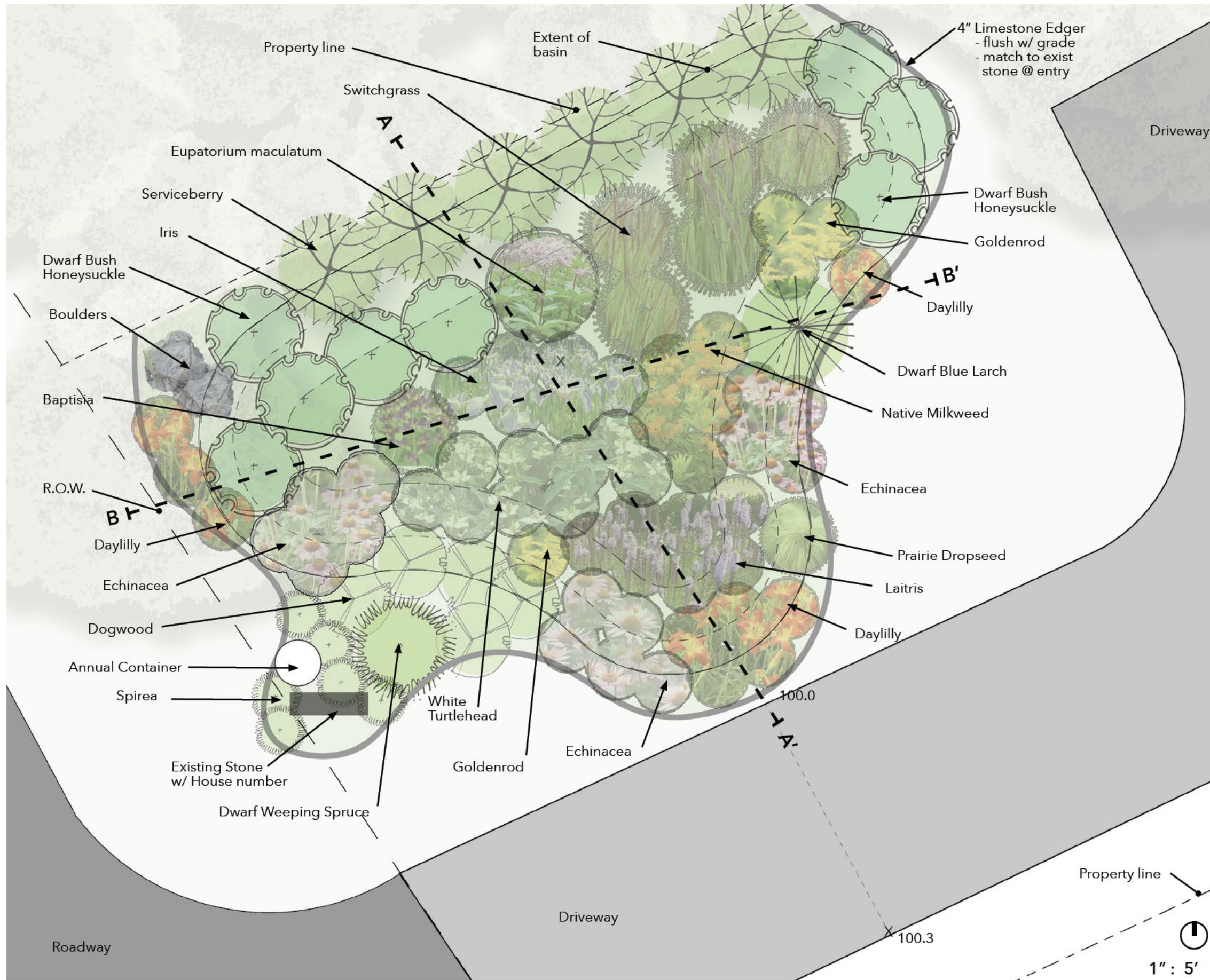
Volume	Invert	Avail.Storage	Storage Description
#1	928.50'	1,712 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
928.50	260	0.0	0	0
931.00	300	40.0	280	280
931.50	310	100.0	153	433
932.00	503	100.0	203	636
932.90	890	100.0	627	1,263
933.00	1,216	100.0	105	1,368
933.20	2,220	100.0	344	1,712

Device	Routing	Invert	Outlet Devices
#1	Discarded	928.50'	<b>0.250 in/hr Exfiltration over Surface area</b>
#2	Primary	933.18'	<b>5.0' long x 15.0' breadth Edge of pavement</b>
			Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60
			Coef. (English) 2.68 2.70 2.70 2.64 2.63 2.64 2.64 2.63

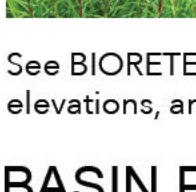
**Discarded OutFlow** Max=0.01 cfs @ 12.80 hrs HW=933.23' (Free Discharge)  
 ↑1=Exfiltration (Exfiltration Controls 0.01 cfs)

**Primary OutFlow** Max=0.21 cfs @ 12.84 hrs HW=933.24' (Free Discharge)  
 ↑2=Edge of pavement (Weir Controls 0.21 cfs @ 0.67 fps)



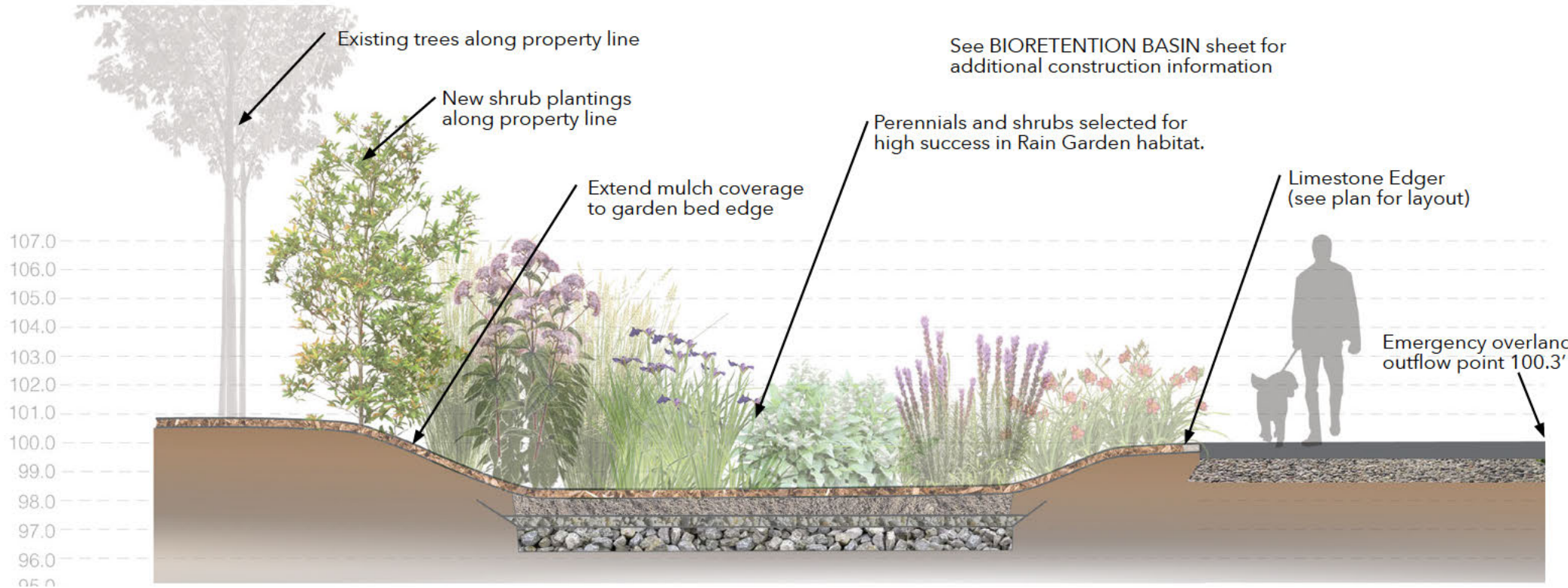
Enlarged Site Plan & Planting Layout

### PLANT LIST

	<u>Serviceberry</u> Spring blooming	
	<u>Red Dogwood</u> Winter color	
	<u>Dwarf White Spruce</u> Weeping form	
	<u>Spirea</u> Spring to summer	
	<u>Blue Larch</u> Beautiful, marsh shrub	
	<u>Bush Honeysuckle</u> Highly durable	
	<u>Baptisia</u> Early flowers	
	<u>Switchgrass</u> Changes color in fall	
	<u>Blue Flag Iris</u> Water loving native	
	<u>Goldenrod</u> Pollinator favorite	
	<u>Echinacea</u> Classic, long season	
	<u>Native Milkweed</u> Monarch favorite	
	<u>Prairie Dropseed</u> Soft texture, contrast	
	<u>Eupatorium</u> Loves wet areas, giant	
	<u>Daylily</u> Tough, tolerates abuse	
	<u>White Turtlehead</u> Late season bloomer	
	<u>Laitris</u> Spike form, long season	

studio 付書院  
**TSUKE**

See BIORETENTION BASIN sheet for calculations elevations, and details of basin layout.



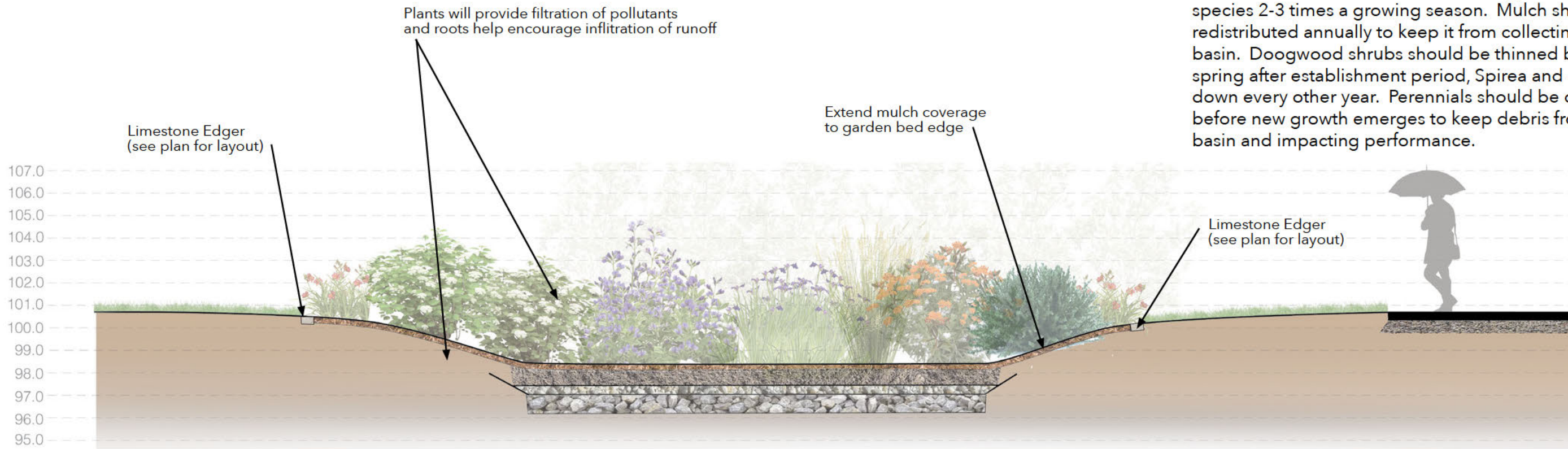
Section A - A'

1" : 5'

Basin design and plant selection reflects Rice Creek Watershed best management practices (BMPs) for stormwater abatement. Most impervious driveways in nearby development discharge the entirety of stormwater into the road. This design captures the majority of rain events and 100% of the runoff from the impervious surface is directed to the basin.

As required by Zoning Code 304.040, the design of the basin is in harmony with the goals of the ordinances, the RCWD, and brings the property in better alignment with stated goals. Granting of the variance will result in a decrease in the volume of water leaving the property. The failure of the pervious asphalt can best be addressed by revising the system using other BMPs to better align with the ordinances.

From planting to the first full year of establishment, the basin should be protected from large scale rain events by slowing the velocity of the water entering the basin-- such as a coir log or similar. This will prevent erosion and dislodging of plants. After a full year of establishment these can be removed. Plantings should be irrigated in the midsummer dry months and during any periods of extended heat or dryness during the first three years to help the plants establish mature roots.



Section B - B'

1" : 5'

Maintenance of basin includes weeding and removal of any invasive species 2-3 times a growing season. Mulch should be refreshed and redistributed annually to keep it from collecting in the bottom of the basin. Doogwood shrubs should be thinned by 1/3 of stems each spring after establishment period, Spirea and diervilla should be cut down every other year. Perennials should be cut down in fall or spring before new growth emerges to keep debris from building up in the basin and impacting performance.



Boulder outcropping to identify corner of basin. Similar to boulders at base of retaining wall by house.

Annual planter to match planters by house.

4" Limestone edgers to match existing stone house number and installed flush with grade

Low point in driveway directs runoff into basin.

**BASIN CONCEPTUAL RENDERING**

# EXISTING CONDITIONS SURVEY

SURVEY FOR: **PEGGY WITTHAUS**

PROPERTY ADDRESS:

259 Wildwood Avenue, City of Birchwood Village, Minnesota.

LEGAL DESCRIPTION:


Lot 11, Block 5, LAKEWOOD PARK FIRST DIVISION, Washington County, Minnesota.

CERTIFICATION:

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

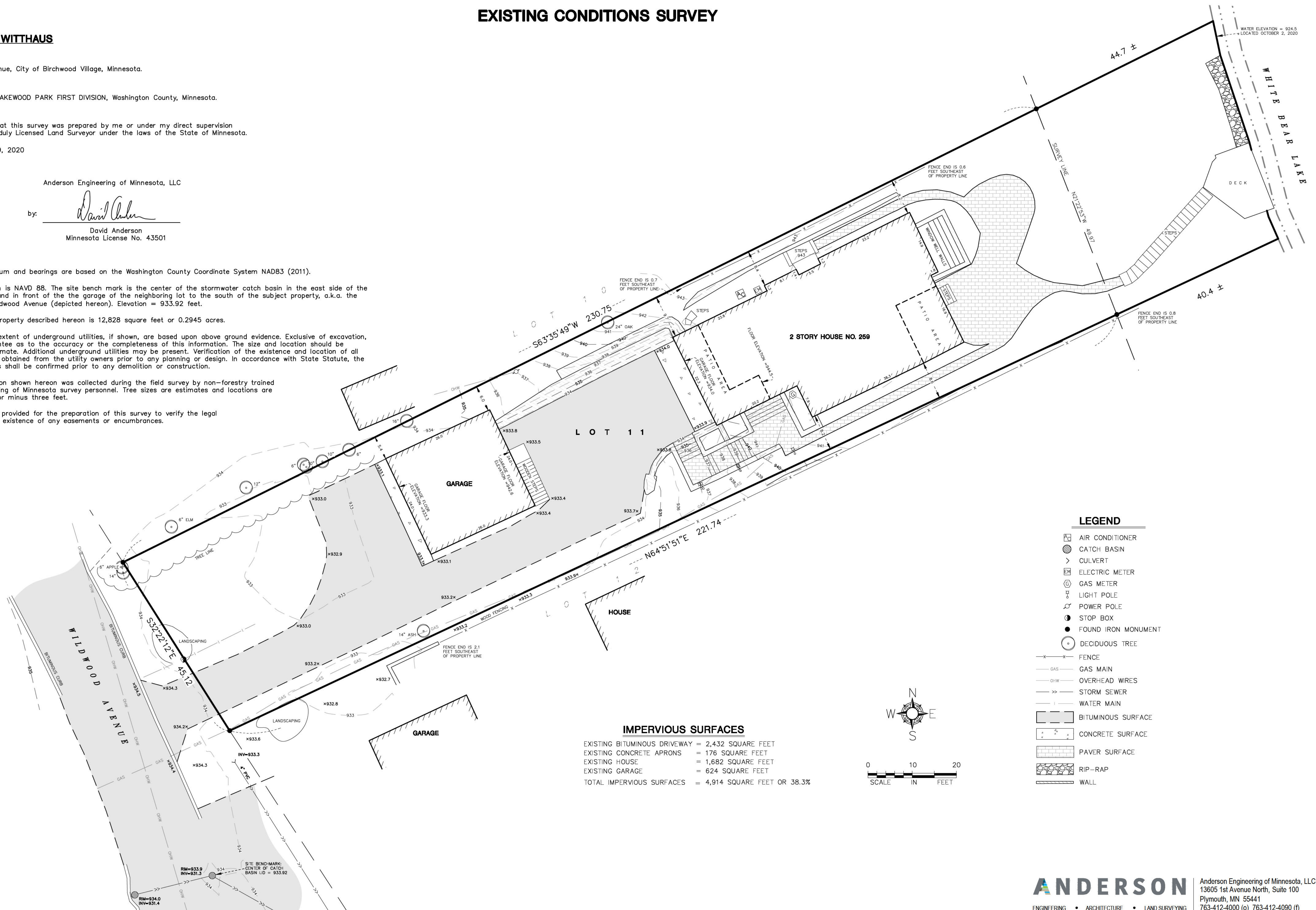
Dated: October 9, 2020

Anderson Engineering of Minnesota, LLC

by:   
David Anderson  
Minnesota License No. 43501

NOTES:

- The horizontal datum and bearings are based on the Washington County Coordinate System NAD83 (2011).
- The vertical datum is NAVD 88. The site bench mark is the center of the stormwater catch basin in the east side of the Wildwood Avenue and in front of the garage of the neighboring lot to the south of the subject property, a.k.a. the garage at 267 Wildwood Avenue (depicted hereon). Elevation = 933.92 feet.
- The area of the property described hereon is 12,828 square feet or 0.2945 acres.
- The location and extent of underground utilities, if shown, are based upon above ground evidence. Exclusive of excavation, there is no guarantee as to the accuracy or the completeness of this information. The size and location should be considered approximate. Additional underground utilities may be present. Verification of the existence and location of all utilities should be obtained from the utility owners prior to any planning or design. In accordance with State Statute, the location of utilities shall be confirmed prior to any demolition or construction.
- The tree information shown hereon was collected during the field survey by non-forestry trained Anderson Engineering of Minnesota survey personnel. Tree sizes are estimates and locations are accurate to plus or minus three feet.
- No title work was provided for the preparation of this survey to verify the legal description or the existence of any easements or encumbrances.

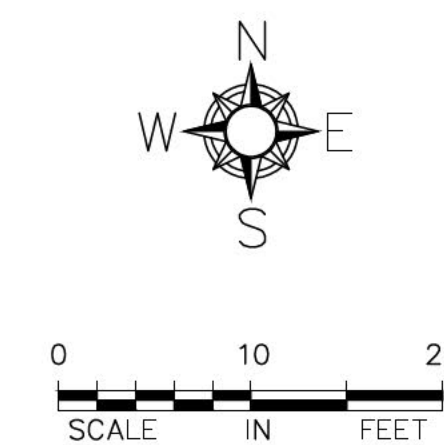


### LEGEND

- AIR CONDITIONER
- CATCH BASIN
- CULVERT
- ELECTRIC METER
- GAS METER
- LIGHT POLE
- POWER POLE
- STOP BOX
- FOUND IRON MONUMENT
- DECIDUOUS TREE
- FENCE
- GAS MAIN
- OVERHEAD WIRES
- STORM SEWER
- WATER MAIN
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- PAVER SURFACE
- RIP-RAP
- WALL

### IMPERVIOUS SURFACES

EXISTING BITUMINOUS DRIVEWAY = 2,432 SQUARE FEET  
 EXISTING CONCRETE APRONS = 176 SQUARE FEET  
 EXISTING HOUSE = 1,682 SQUARE FEET  
 EXISTING GARAGE = 624 SQUARE FEET  
 TOTAL IMPERVIOUS SURFACES = 4,914 SQUARE FEET OR 38.3%



SURVEY FOR: PEGGY WITTHAUS

PROPERTY ADDRESS:

259 Wildwood Avenue, City of Birchwood Village, Minnesota.

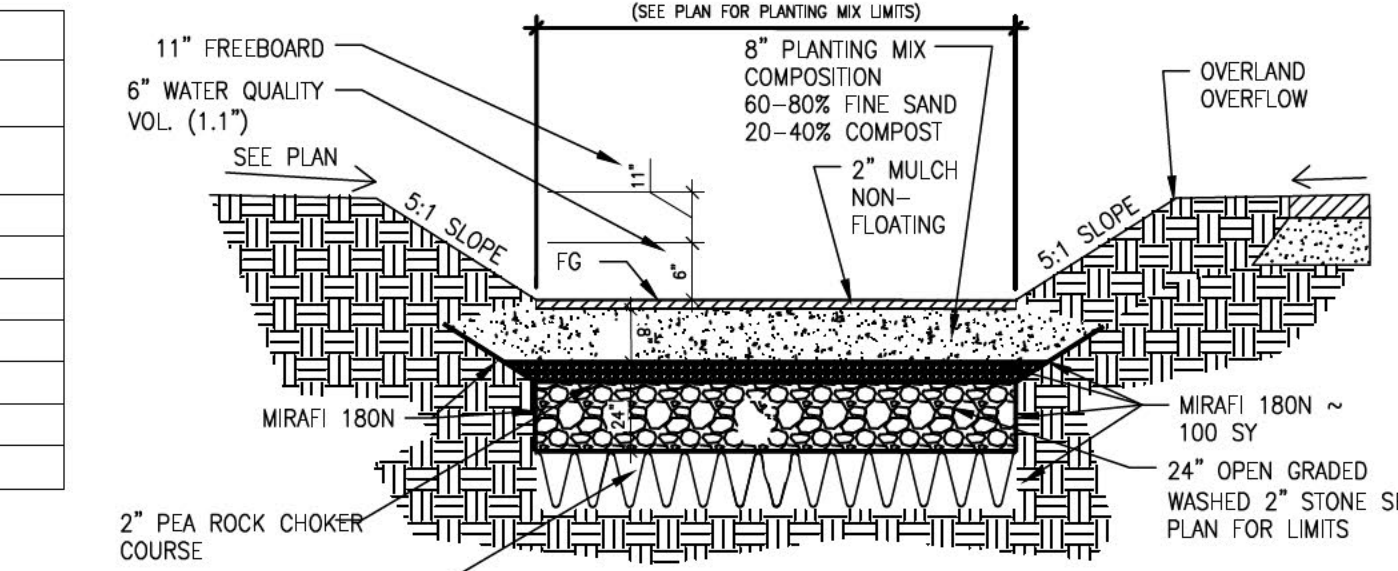
LEGAL DESCRIPTION:

Lot 11, Block 5, LAKEWOOD PARK FIRST DIVISION, Washington County, Minnesota.

BIO RETENTION #1				
CONTOUR	AREA	VOLUME		CUM'TIVE
		STAGE	VOIDS	
	SF	CF	%	CF
928.50	260			
931.00	300	700	40%	280
931.50	310	153	100%	433
932.00	503	203	100%	636
932.90	869	617	100%	1253
				~46
				CY OF EXCAVATION

BIORETENTION TO HAVE THE FOLLOWING SECTION BELOW THE SURFACE AT 40% VOID SPACE

- 2" ROCK MULCH (~44 CF)
- 8" SAND / COMPOST MIX (~180 CF = ~7 CY)
- 2" PEA ROCK (~45 CF)
- 24" OPEN GRADED 2" STONE (~530 CF = ~20 CY)



SUBGRADE PREPARATION  
AREA SCARIFY-RIP EXISTING  
SOILS 6"-10" BELOW  
SUBGRADE WITH  
APPROPRIATE EQUIPMENT,  
EXCAVATE AND REMOVE ANY  
CLAY SOILS

NOTE: BIORETENTION BASIN SHALL BE SURROUNDED BY SEDIMENT PERIMETER CONTROL IMMEDIATELY AFTER GRADING OPERATIONS TO AVOID SILTATION DURING CONSTRUCTION. ANY SEDIMENT AND SILT THAT ENTERS MUST BE REMOVED IN A TIMELY MANNER AND NECESSARY CORRECTIVE ACTION MUST BE TAKEN AS DIRECTED BY GEOTECHNICAL CONSULTANT

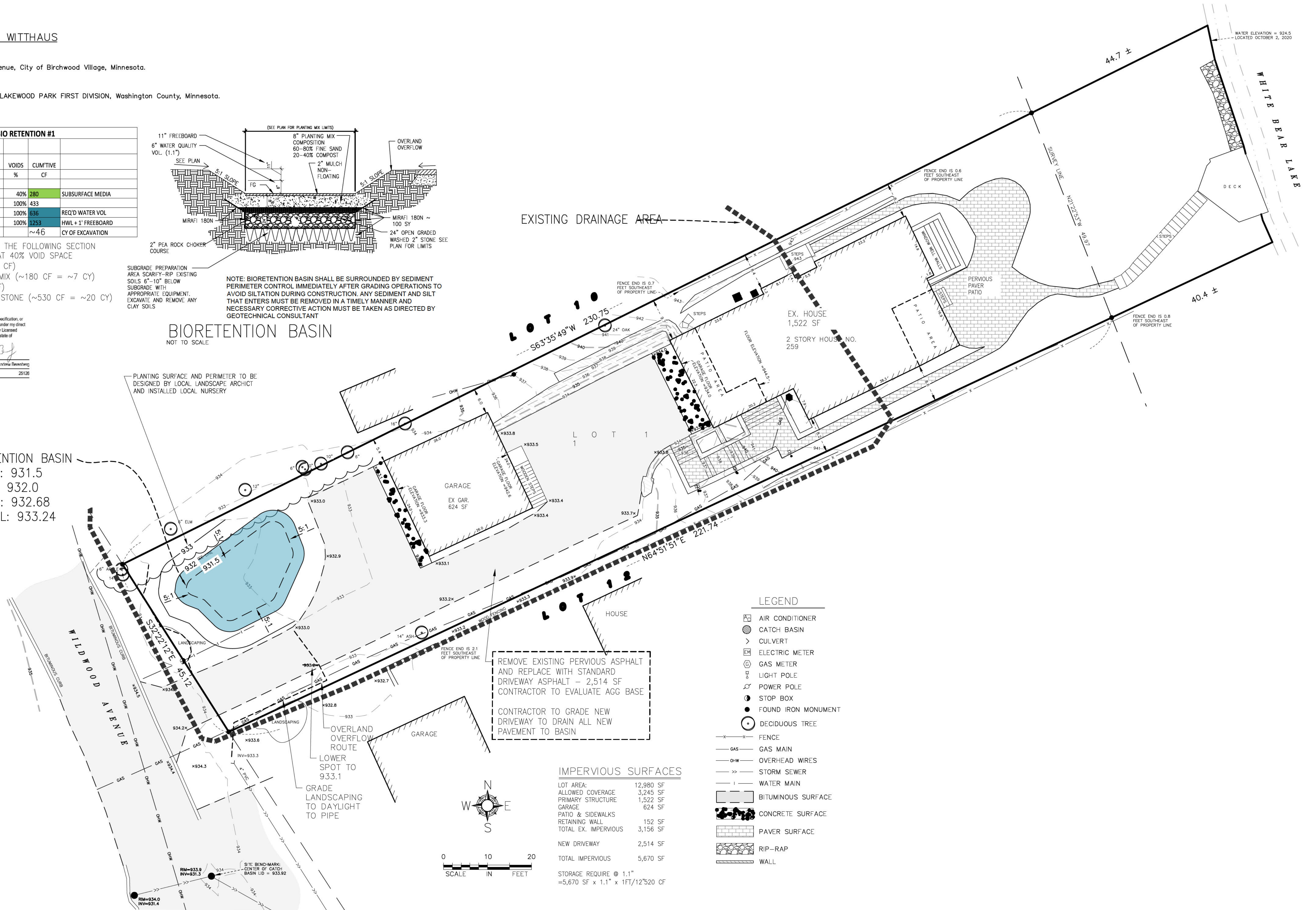
### BIORETENTION BASIN

NOT TO SCALE

PLANTING SURFACE AND PERIMETER TO BE DESIGNED BY LOCAL LANDSCAPE ARCHITECT AND INSTALLED LOCAL NURSERY

BIORETENTION BASIN  
BOTTOM: 931.5  
WQ WL: 932.0  
2YR WL: 932.68  
10YR WL: 933.24

EXISTING DRAINAGE AREA



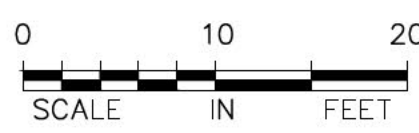
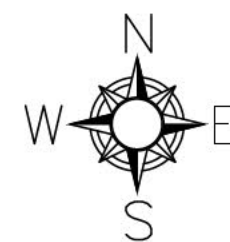
REMOVE EXISTING PERVIOUS ASPHALT AND REPLACE WITH STANDARD DRIVEWAY ASPHALT - 2,514 SF CONTRACTOR TO EVALUATE AGG BASE  
CONTRACTOR TO GRADE NEW DRIVEWAY TO DRAIN ALL NEW PAVEMENT TO BASIN

#### IMPERVIOUS SURFACES

LOT AREA:	12,980 SF
ALLOWED COVERAGE	3,245 SF
PRIMARY STRUCTURE	1,522 SF
GARAGE	624 SF
PATIO & SIDEWALKS	
RETAINING WALL	152 SF
TOTAL EX. IMPERVIOUS	3,156 SF
NEW DRIVEWAY	2,514 SF
TOTAL IMPERVIOUS	5,670 SF
STORAGE REQUIRE @ 1.1"	=5,670 SF x 1.1" x 1FT/12"=520 CF

#### LEGEND

- AIR CONDITIONER
- CATCH BASIN
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- DECIDUOUS TREE
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- GAS MAIN
- OVERHEAD WIRES
- STORM SEWER
- WATER MAIN
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- PAVER SURFACE
- RIP-RAP
- WALL



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

Signed: *Andrew Thoenberg*

Name: Andrew Thoenberg  
License No.: 25126

DATE: 10/23/2020

WATER ELEVATION = 924.5  
LOCATED OCTOBER 2, 2020



WATERSHED BOUNDARY USING MNTPO

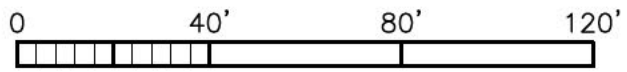
WATERSHED BOUNDARY DRAINING TO BASIN ~ 25,800 SF

EX. CAR. 624 SF



1  
C2

**WATERSHED AREA**



1"=40'



**CITY OF BIRCHWOOD VILLAGE  
MEMORANDUM**

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**TO:** Birchwood Village Planning Commission

**FROM:** Thatcher Engineering, Inc.

**DATE:** November 10, 2020

**APPLICANT:** Peggy Witthaus, 259 Wildwood Avenue, Birchwood Village, MN

**LOCATION:** 259 Wildwood Avenue

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**REQUEST**

Variance request #1: The Applicant is requesting a variance from City Code 302.050.

1. The Applicant requests a variance from the requirement that states: "Impervious surface coverage of lots shall not exceed twenty-five (25) percent of the lot area unless the applicant satisfies the following conditions to obtain a variance:"
2. The Applicant is making the request because eleven (11) years ago she constructed a pervious asphalt driveway that now has problems. Sand and grit from vehicles and tree and yard debris has clogged the water passageways in the existing driveway. Also, snowplows have caught the edges of the asphalt and have created divots in the driveway.
3. The Applicant plans to replace the existing driveway with a conventional asphalt driveway and construct a rain garden to mitigate the stormwater runoff. The proposed conventional asphalt driveway is sloped so that runoff will flow into the rain garden and infiltrate into the ground. The rain garden will infiltrate the volume of 1.1 inches of rain from the impervious surfaces.

The Applicant's plan meets City Code requirements. The rain garden will infiltrate the same volume of runoff as a new pervious asphalt driveway.

Currently, this property conforms to City Code 302.050 because the impervious surface coverage of the lot is 24.3% (based on the existing pervious asphalt driveway installed 11 years ago). However, the existing driveway currently functions as an impervious surface because it is clogged with sand and grit from vehicles and tree and yard debris.

If approved, the impervious surface coverage of the lot will remain at 24.3% because the rain garden mitigates the conventional asphalt driveway.

After the project is completed, the volume of runoff infiltrated into the ground will be greater than the volume of water currently infiltrated because the water on the existing driveway cannot infiltrate into the ground. This increased infiltration mitigates some of the stormwater runoff problems in the area, but does not solve all the problems.

### **SITE CHARACTERISTICS**

The subject lot is 12,748 square feet in size according to the Washington County web site. The lot is a narrow (about 45.0 feet wide) and contains a single-family residence with an attached garage and an unattached garage.

### **PRACTICAL DIFFICULTY**

- 1) The lot is an undersized lot based on City Code.
- 2) The lot has flat slopes and topography challenges in the proposed driveway and rain garden area.
- 3) The lot is extremely narrow and long.

### **STATUTORY REQUIREMENTS FOR PERMITTING VARIANCES**

Minnesota State Statute 462.357 allows for a variance to be permitted only when:

- (1) The proposed use is in harmony with the general purposes and intent of the City's zoning ordinance;
- (2) The variance is consistent with the City's comprehensive plan; and,
- (3) The applicant establishes that there are practical difficulties in complying with the zoning ordinance.

Statutory criteria used to establish a practical difficulty include:

- (1) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- (2) The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
- (3) The variance, if granted, will not alter the essential character of the locality.

### **CTY CODE REQUIREMENTS FOR PERMITTING VARIANCES**

Sec 304.040 of the City Code states:

Variations to the strict application of the provisions of the Code may be granted, however, no variance may be granted that would allow any use that is prohibited within the City. Conditions and safeguards may be imposed on the variances so granted. A variance shall not be granted unless the following criteria are met:

SUBD. 1.

- A. Variances shall only be permitted
  - i. when they are in harmony with the general purposes and intent of the ordinance and
  - ii. when the variances are consistent with the comprehensive plan.
- B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

SUBD. 2. "Practical difficulties," as used in connection with the granting of a variance, means that

- i. Special conditions or circumstances exist which are peculiar to the land, structure, or building involved.
- ii. The condition which result in the need for the variance were not created by the applicant's action or design solution. The applicant shall have the burden of proof for showing that no other reasonable design solution exists.
- iii. The granting of a variance will result in no increase in the amount of water draining from the property.
- iv. Granting the variance will not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.
- v. No variance shall be granted simply because there are no objections or because those who do not object outnumber those who do.
- vi. Financial gain or loss by the applicant shall not be considered if reasonable use for the property exists under terms of the Zoning Code.

**ANALYSIS**

The lot is an undersized lot with flat slopes and topography challenges in the proposed driveway and rain garden area. City Code 302.015 allows undersized lots to be utilized for single-family detached dwelling purposes provided the measurements of such area, width, or open space are at least 60% of that required.

**REASONS FOR RECOMMENDING VARIANCE APPROVAL**

Variance request #1:

1. The plan meets City Code requirements.
2. The lot is an undersized lot.
3. This project would preserve the essential character of the locality.
4. The applicant will install a rain garden.

## **REASONS FOR RECOMMENDING VARIANCE DENIAL**

### **Variance request #1:**

1. A primary goal of the City of Birchwood Village's Zoning Ordinance is "to ensure that a non-conforming use is not intensified and that, over time, the non-conforming use will, where possible, be brought into conformity with the Zoning Code." The following could be argued:
  - a. That they are not in harmony with the general purposes and intent of the ordinance.
  - b. That the variances are not consistent with the comprehensive plan.
  - c. That the applicant for the variance has not established that there are practical difficulties in complying with the zoning ordinance.

## **CONDITIONS**

If approved, a requested variance may be approved subject to the following conditions:

1. All application materials, maps, drawings and descriptive information submitted with this application shall become part of the building permit.
2. Per City Code 304.090, the variance shall become null and void if the project has not been completed or utilized within one year after the date it was granted, subject to petition for extension by the City Council.
3. Land alteration may not cause adverse impact upon abutting property.
4. Applicant shall maintain the rain garden in accordance with the requirements in the landscape plan.
5. Applicant shall maintain the slope of the driveway so that stormwater runoff from the driveway flows into the rain garden.
6. Applicant shall maintain the slope of the ground surface from the driveway to the rain garden so that stormwater runoff from the driveway flows into the rain garden.
7. Applicant shall remove snow and ice from (a) the driveway and (b) the ground surface from the driveway to the rain garden so that stormwater runoff from the driveway flows into the rain garden.
  - a. The reason for this condition is that the existing and proposed ground surfaces are very flat. Snow or ice dams will occur during the spring freeze thaw cycle at the location where runoff from the driveway flows onto the grass near the rain garden. These dams could cause runoff to flood the driveway and then overflow onto the property to the south (which is 267 Wildwood Avenue). Therefore, if dams occur, runoff could bypass the rain garden.

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

Hi Tobin and Andy --

Thanks for clarifying the Condition for our tree care during construction.

Below is a cut/paste from my previous email on 11/19/2020. Please confirm that this is getting to you. Thanks! :-)

The MN DNR publication that I was referencing during the discussion tonight is on pages 148 - 150 of the November 10th City Council packet. I wanted to send this to you in advance of tonight's meeting, but I was unable to cut and paste these pages into an email without losing all formatting (becomes one big paragraph, with no bolding or highlighting). However, just now I located the document on the website (the URL is slightly different from what had been listed). Can you please capture these pages (either from the packet pdf, or from below) and include it with tonight's meeting references? Thanks Tobin.

From the Minnesota DNR website:

[https://www.dnr.state.mn.us/treecare/maintenance/construction\\_damage.html](https://www.dnr.state.mn.us/treecare/maintenance/construction_damage.html)

## Construction damage causes and remedies - Tree Planting and Care

**Any wound to the roots, stem or main branches of a tree, caused during construction**, is considered construction damage. These wounds can occur during any building activities around trees that cover the soil, disturb the soil, or simply driving near the tree with heavy equipment. Construction damage can occur on projects as small as paving a patio.

**Why are construction activities so hard on trees?** Trees get into trouble when they become low on energy reserves, when their roots can't get enough oxygen or water or when more than 40% of their root system is lost. As you can see from the list above, most of the damage due to construction happens to the root system. Developing a site is seldom possible without hurting tree roots to some extent. Roots are one of the most vital parts of the tree. They are responsible for nutrient, oxygen and water uptake and anchoring the tree in the soil. In addition, energy rich chemicals are stored in the roots. Trees draw on these energy reserves to get them through emergencies like drought, defoliation, insect attack or construction damage.

**Because of their location, roots are more easily wounded than you would think. Fifty percent of the root system is in the top one foot of soil and over 90% of the root system is in the top three feet. The root system extends well beyond the tree's dripline, often extending a distance equaling two to three times the tree's height. A single pass by a cement truck or dump truck can sever or crush the roots.**

**Diagnosis** Conspicuous symptoms of construction damage may occur within weeks of the damage but are more likely to take years to appear. The long term delay causes landowners to attribute losses to other causes or to remain unknown. Most of the time there is no obvious damage to the stem or the branches! Damage remains hidden under the soil in the root system.

Wilted or scorched leaves or needles and drooping branches are usually the first symptoms of construction damage. In deciduous trees, these symptoms may be followed by early fall coloration and premature leaf drop. Damaged conifers will drop excessive amounts of inner needles. In later years, there may be yellowed and dwarfed leaves, low leaf density, twig and branch die back. Other indicators might include massive branch die back, epicormic branches (suckering on the main stem), flowering out of season or production of an abnormally large amount of seed. These responses are defense mechanisms for ensuring species survival and often indicate that the individual tree is experiencing extreme stress and is near death.

**Damage: causes and possible remedies** The best way to avoid losing trees to construction damage is prevention. However, if the damage is already done, you may still have time to take some remedial actions.

Scraped trunks, broken branches and wilted leaves are symptoms that appear quickly. Small wounds to the trunks are not serious but may act as entry points for fungi which cause decay later on. Wounds exceeding 50% of the tree's diameter are serious. There may not be enough tissues left to conduct food down or water up and the tree will decline and may die. The strength of the stem may also be weakened. A tree with a stem wound destroying more than 50% of the wood diameter, is hazardous and should be cut down. Broken branches should be pruned back to their main branches using the proper pruning techniques. Painting wounds or pruning scars actually increases decay organism activity, so it isn't recommended except for oaks to prevent oak wilt disease infection in May and June.

Severed roots can be the result of lowering the grade, new construction or trenching. This type of damage has few remedies. Severing roots reduces water and nutrient uptake, eliminates stored energy and may compromise the stability of the tree. When the grade is lowered by more than two inches, vital feeder roots are eliminated, nutrient rich topsoil is removed and the remaining root system is severely wounded. If enough of the root system is destroyed or detached, the tree will die. As a general rule, 20% of the root system can be destroyed before the tree will show signs of injury. If 40% of the root system is lost, the tree will probably die. It should also be removed because it is hazardous.

For all types of digging operations, cleanly cut exposed or severed roots to promote rapid wound closure. Vibratory plows and chain trenchers leave cleaner cuts than bulldozers and backhoes. When working inside the dripline, use only hand tools. Instead of trenching, tunnel under the root system when it is necessary to work inside the dripline. Minimize the impact of root severing by avoiding construction during hot, dry weather, keeping trees well watered before and after digging and covering exposed roots with soil or mulch as soon as possible.

Smothered roots have their oxygen supply cut off. The most common method of smothering roots is through changing the grade, that is, adding more topsoil or fill dirt to the existing contour of the area. This cuts off the water supply, too. For some tree species, like red oak, only a few inches of fill is enough to do serious damage. Roots can also be smothered by "temporary" piles of soil placed inside a tree's dripline or by pools of water impounded by construction activities.

If the tree is already showing symptoms of advanced decline, it probably cannot be saved. If it appears mostly healthy and there is more than ten inches of fill anywhere inside the dripline, restore the area to its original contour by removal of all the fill. Avoid soil compaction, only use hand tools to remove the last ten inches of fill.

Soil compaction is by far the most common way construction damage can harm and kill trees. Tree roots need crumbly, well-aerated soil to grow and to obtain oxygen, water and nutrients. Lacking good soil aeration, roots suffocate and tree health declines. Leaf wilt, early fall coloration, branch die back, overall decline and tree death are symptoms of soil compaction. Diagnosing compaction can be difficult because it can take quite a while for symptoms to appear; trees can die five years after the original damage.

Most soil compaction is caused by construction equipment. One pass by a heavy tractor or truck is all it takes. Compaction can also be caused by stockpiled building materials and excessive foot traffic. By controlling equipment traffic patterns, soil compaction can be prevented. Reroute traffic away from trees, put up protective fences and signs, mulch the equipment routes with several inches of wood chips and locate materials storage areas well away from the dripline of the trees you want to save.

Compaction can be partially alleviated by drilling a series of two inch diameter holes to a depth of 12 to 18 inches. Begin three feet from the trunk and continue drilling holes at two foot intervals in concentric rings around the tree and continue to at least the dripline. Each hole may be refilled with sand, peat moss or mulch. Don't recap the hole with a sod plug. There are other alternatives, such as soil injections of air or pressurized water, available from some professional tree care services.

Poisoned roots occur from improper handling, disposal or spills of materials used during construction. Chemical spill damage can be prevented by filling gas tanks, cleaning paint brushes and repairing equipment well outside the tree dripline. Debris and chemical waste should be hauled away, not burned or buried on the site. Cement trucks should never be rinsed out over root systems.

Exposure to new conditions occurs to the remaining trees when removing a large number of trees around them. Heavily wooded sites should be thinned gradually over a two to three-year period to reduce exposure shock. Save groups of trees, rather than individuals. Tree crowns can act like sails with winds from new directions and if not securely anchored by the roots, the trees can topple over. Prune away branches that act like sails.

### **Prevention is the key**

Nearly everyone recognizes the value of trees in providing shade, ornament and protection. All too frequently, the trees that make a site attractive are damaged or killed

during construction by inadequate protection or carelessness. Sometimes it is possible to remedy the situation, but it is always better and more economical to prevent damage than to remedy it. Here is a short list of prevention activities to consider:

**PLAN** - Formulate a plan. Select which trees can be saved and which trees should be removed. Try to save islands of trees rather than individuals. Talk about your plans with contractors/workers. Make a map so plans are clear to everyone. Control traffic patterns by fencing off areas to be protected. Post signs that say "Off limits." Water trees regularly before, during and after construction activities. Visit the construction site and monitor for signs of tree damage.

**TIMING** - Cut trees down during the fall and winter because the "saved" trees are extremely vulnerable to wounding during the spring. Use chainsaws to fell trees near the trees you want to save. Avoid felling trees into the trees you want to save. Avoid pushing trees over with bulldozers because it rips up neighboring trees' roots. If you want to keep the wood for firewood (from elms, oaks, pines or birches), keep it covered tightly during the first growing season.

**ROOTS** - Avoid trenching inside the dripline by going around the tree rather than under it. Use tunneling rather than trenching inside the dripline. Use porous paving materials such as brick or flagstone rather than concrete or asphalt. **Don't raise the grade more than a few inches inside the dripline. Avoid lowering the grade more than two inches inside the dripline.** Never pile soil or construction materials inside the dripline, even temporarily. Don't limit root growth by "boxing" in an average sized tree.

**AFTERWARDS** - Monitor for damage and take remedial actions. Use proper pruning techniques to remove dead and dying branches. Don't wound trees by topping, tipping or pruning with flush cuts or stub cuts. Wait two years before fertilizing damaged trees, then use a low nitrogen product. It's a waste of time to paint tree wounds (except oaks in May and June). Water trees regularly.

Thanks very much Tobin and Andy!!



October 12, 2020

To: Whom It May Concern

Birchwood, White Bear Lake Planning Commission

October 22, 2020

From: Trude Harmon

251 Wildwood Ave

Birchwood, White Bear Lake

Re: Rain Garden Variance Request at 259 Wildwood Ave., Birchwood, White Bear Lake

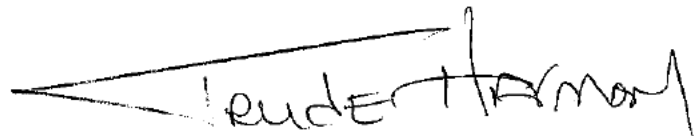
NOTE: MY PROPERTY IS INCORRECTLY LISTED AS 245 WILDWOOD AVE.  
(Visit the actual location to see the property line)

251 Wildwood Ave has been owned by my family since the very early 1900's and occupied every summer by family - 5 generations. It is a very special piece of history for Birchwood. I am informed it is the only summer cabin remaining on the entire lakeshore of both Washington and Ramsey Counties.

I certainly do not object to Rain Gardens to help control water run-off from impervious surfaces, but I do have a couple of concerns.

1. The roof of the house, black top parking and turnaround area and the roof of the outer double garage at 259 could produce a lot of ground water in a heavy rain. I would not want this water directed between the 259 garage and my dirt floor garage at 251 on the common ground between them.
2. Also shown with designated plantings, the rain garden will extend to the property line, which is the middle of the common ditch between 259 and 251 lots. Because I recently allowed some trees and branches on my side of the ditch to open 259 to more sun, I do not want anymore of my trees or shrubs in the ditch to be disturbed or removed to allow for any of the garden plantings to be installed.

My driveway consists of gravel and dirt.

A handwritten signature in black ink that reads "Trude Harmon". The signature is written in a cursive style and is positioned above a solid black rectangular redaction box.

**WILLOW AVE**

PAVING SURFACE AND PERIMETER TO BE DESIGNED BY LOCAL LANDSCAPE ARCHITECT AND INSTALLED LOCAL NURSERY

HWL AT OVERFLOW IS ABOVE W/D W/L AT WATER QUALITY STORAGE BOTTOM OF BASIN  
 6" PVC PERF PIPE IN BASIN  
 6" PVC SOLID UNDER PAVE

LOW POINT OF DRIVE 2-3" BELOW PROPERTY LINE - ALSO WILL ASK AS EMERGENCY OPERATION

REMOVE EXISTING PERVIOUS ASPHALT AND REPLACE WITH STANDARD ASPHALT - 2,314 SF  
 CONTRACTOR TO GRADE NEW DRIVEWAY TO DRAIN ALL NEW PAVEMENT TO BASIN

EX GAR. 824 SF

INVERT OF PIPE 5" ABOVE BOTTOM OF DEPRESSION SLOPE AT 0.5% INTO BASIN

**WILLOW AVE**

EX HOUSE 1,522 SF

PERVIOUS PAVEMENT PATIO

**259 WILLOW AVE**

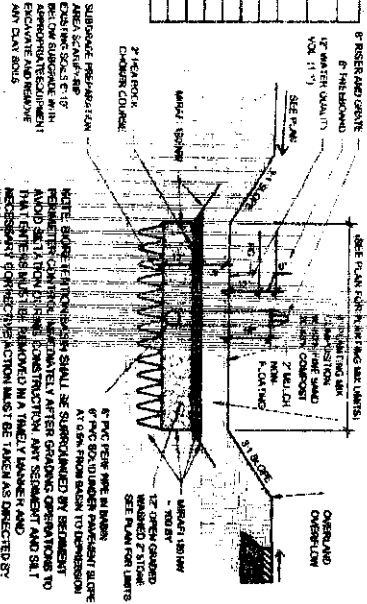
**267 WILLOW AVE**

BIO RETENTION #1					
CONTOUR AREA	VOLUME	STAGE	VOIDS	CLIMATE	
SF	CF	CF	%	CF	
96.50	265.280	40%	40%		SUBSTRATE MULCH
99.00	265.133	100%	100%		REC'D WATER VOLUME
99.50	459.178				HWL TO FREEBOARD
100.00	595.201				1" OF EXCAVATION

BIORETENTION TO HAVE THE FOLLOWING SECTION BELOW THE SURFACE AT 40% VOID SPACE  
 2" SPREAD WOOD MULCH (-44 CF)  
 8" SAND / COMPOST MIX (-180 CF = -7 CY)  
 2" PEA ROCK (-45 CF)  
 12" OPEN GRADED 2" STONE (-285 CF = -10 CY)

NOTE: ELEVATION 100.0 ASSUMES THE GRADE AT THE OVERFLOW ELEVATION ALL ELEVATIONS ARE TO BE BASED OFF THAT ELEVATION

**BIORETENTION BASIN**  
 NOT TO SCALE



STORAGE REQUIRE @ 1" = 5,670 SF x 1.1' x 1'11/12" = 520 CF

TOTAL IMPERVIOUS 6,870 SF  
 NEW DRIVEWAY 2,514 SF  
 TOTAL IMPERVIOUS 3,156 SF

LOT AREA 12,980 SF  
 ALLOWED COVERAGE 3,245 SF  
 PRIMARY STRUCTURE 1,522 SF  
 GARAGE 824 SF  
 PATIO & SIDEWALKS 152 SF  
 RETAINING WALL 3,156 SF

LEGAL DESCRIPTION:  
 LOT 14 BLOCK 5  
 LAKEWOOD PARK FIRST ADD

OWNER:  
 PEGGY WITTHAUS  
 (612) 867-9144

*Property Mine* →



**PLANT LIST**

- Serviceberry  
Spring blooming
- Red Dogwood  
Winter color
- Dwarf White Spruce  
Weeping form
- Spiraea  
Spring to summer
- Blue Larch  
Beautiful, marsh shrub
- Bush Honeysuckle  
Highly durable
- Baptisia  
Early flowers
- Switchgrass  
Changes color in fall
- Blue Flag Iris  
Water loving native
- Goldenrod  
Pollinator favorite
- Echinacea  
Classic, long season
- Native Milkweed  
Monarch favorite
- Prairie Dropseed  
Soft texture, contrast
- Eupatorium  
Loves wet areas, giant
- Daylily  
Tough, tolerates abuse
- White Turtlehead  
Late season bloomer
- Liatris  
Spike form, long season

**TSUKE**  
付島院

See BIORETENTION BASIN sheet for calculations, elevations, and details of basin layout.

**BASIN PLANTING PLAN**

Enlarged Site Plan & Planting Layout

**RESOLUTION NO. 2020-40**

**RESOLUTION APPROVING A VARIANCE FROM  
THE CITY OF BIRCHWOOD VILLAGE ZONING CODE  
FOR 259 WILDWOOD AVENUE**

**WHEREAS**, a proposal (20-06-VB) has been submitted by Peggy & Craig Witthaus to the City Council requesting a variance from the City of Birchwood Village at the following site:

**ADDRESS:** 259 Wildwood Avenue,

**PARCEL:** 30.030.21.21.0037

**LEGAL DESCRIPTION: SUBDIVISIONNAME LAKEWOOD PARK 1<sup>ST</sup>  
DIVISION LOT 11 BLOCK 5 SUBDIVISIONCD 25440**

**WHEREAS**, The applicant seeks a variance from the 25% max. impervious surface for a lot, per 302.050; and

**WHEREAS**, the Planning Commission has held a public hearing as required by the City Zoning Code on November 19, 2020; and

**WHEREAS**, the request was determined to be in harmony with the general purposes and intent of the ordinance; be consistent with the comprehensive plan; have special conditions or circumstances to the land, structure, or building; conditions were not created by the property owner's action or design solution; and

**WHEREAS**, the decision to grant the variance will result in no increase in the amount of water draining from the property; not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City; and was not made simply because there were no objections or because those who do not object outnumber those who do; and

**WHEREAS**, either reasonable use for the property was not found to exist under terms of the Zoning Code or if reasonable use of the property was found to exist, financial gain or loss by the property owner was not considered; and

**WHEREAS**, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed variance upon the health, safety, and welfare of the community and its Comprehensive Plan, as well as any concerns related to compatibility of uses, traffic, property values, light, air, danger of fire, and risk to public safety in the surrounding areas.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village after reviewing the proposal, that the City Council accepts and adopts the findings of the Planning Commission as previously explained.

**FURTHER, BE IT RESOLVED**, that the City Council of the City of Birchwood Village hereby approves the requested variance subject to the following conditions:

- All application materials, maps, drawings and descriptive information submitted with this application shall become part of the building permit.
- Per City Code 304.090, the variance shall become null and void if the project has not been completed or utilized within one year after the date it was granted, subject to petition for extension by the City Council.
- Land alteration may not cause adverse impact upon abutting property.
- Applicant shall maintain the rain garden in accordance with the requirements in the landscape plan.
- Applicant shall maintain the slope of the driveway so that stormwater runoff from the driveway flows into the rain garden.
- Applicant shall maintain the slope of the ground surface from the driveway to the rain garden so that stormwater runoff from the driveway flows into the rain garden.
- Applicant shall remove snow and ice from
  - (a) the driveway and
  - (b) the ground surface from the driveway to the rain garden so that stormwater runoff from the driveway flows into the rain garden. a. The reason for this condition is that the existing and proposed ground surfaces are very flat. Snow or ice dams will occur during the spring freeze thaw cycle at the location where runoff from the driveway flows onto the grass near the rain garden. These dams could cause runoff to flood the driveway and then overflow onto the property to the south (which is 267 Wildwood Avenue). Therefore, if dams occur, runoff could bypass the rain garden.
- Applicants shall enter into maintenance agreement with the City. The maintenance agreement shall include the Rice Creek Watershed District criteria for a maintenance agreement which is to flood the rain garden every 5 – 10 years and time how long it takes to drain.
- As built plans showing driveway drainage/slope.
- As built survey/plans of the rain garden.
- Avoid existing trees on Harmon lot.

The foregoing resolution, offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_, was declared carried on the following vote:

Ayes:

Nays:

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

**ATTEST:**

\_\_\_\_\_  
Andy Gonyou, City Administrator

\*\*\*\*\*

Approval is contingent upon execution and return of this document to the City Administrator. I have read and agree to the conditions of this resolution as outlined above.

\_\_\_\_\_

Applicant's Signature

Date

# MEMORANDUM



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**TO:** Birchwood Village City Council  
**FROM:** Mary Wingfield, Mayor  
**SUBJECT:** City Staffing  
**DATE:** December 2, 2020

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Dear Council Members,

With Andy Gonyou vacating the treasurer position, and Tobin having held the position before and previously expressing interest, I spoke with Tobin about resuming that role. He is willing to do so, effective immediately. This allows us to have a smooth transition and keep our great staff together. Proposed pay: \$25 hour at up to five hours a week. (It should be noted that we still need to reconcile the books with the bank statements. St Anthony will do that when covid-19 releases its wretched grip).

Andy is part-time and the city has contracted with Dennis Sonnek (retired city administrator) to assist. However, Dennis would prefer to mentor/assist in the transition (until March, at the latest) then have someone take over the job. Andy can post the permanent position on the professional sites, I propose we seek the option of local help as well. Terms: 10-15 hours a week, \$18-20/hour. Duties include staffing city hall one day a week, acting at the direction of the administrator, answering emails and phone calls, transcribing minutes.

New Office hours: Mondays 9:30 am to 12:30 pm and Thursday evenings 6- 9:30 pm. With covid-19, there is limited public access to the village hall. We need to remind people to please call, leave a message, or email staff.

~ Mary

**RESOLUTION 2020-45**

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

**APPOINTMENT OF TOBIN LAY AS CITY TREASURER, EFFECTIVE  
DECEMBER 9, 2020.**

At a regular meeting of the City Council of the City of Birchwood Village held virtually using the Zoom meeting platform on Tuesday, December 9, 2020, with the following members present: Mayor Mary Wingfield, Councilmembers Mark Foster, Randy LaFoy, Jon Fleck, and Kevin Woolstencroft, and the following absent: none, the Birchwood City Council resolved:

**WHEREAS,** City Administrator - Clerk Tobin Lay has resigned from his position; and

**WHEREAS,** City Treasurer-Deputy Clerk Andy Gonyou has been appointed as Interim-City Administrator; and

**WHEREAS,** The City of Birchwood Village will employ Tobin Lay as City Treasurer for 20 hours/month; and

**WHEREAS,** The City of Birchwood Village will compensate Tobin Lay at a rate of pay of \$25/hour.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Birchwood Village hereby appoints Tobin Lay as City Treasurer, effective December 9, 2020.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 8<sup>th</sup> day of December, 2020.

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

Attest:

\_\_\_\_\_  
Andy Gonyou, City Administrator-Clerk