



AGENDA OF THE REGULAR MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
December 14, 2021  
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 status of the ongoing Covid-19 health pandemic the City of Birchwood Village 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 6:50pm 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.**

Topic: Birchwood Village City Council Meeting  
Time: **Dec 14, 2021 07:00 PM** Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87372452556?pwd=RjA1RnZMWDIDR0Z0VUxwWHo0Umtndz09>

Meeting ID: 873 7245 2556

Passcode: 107363

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

**ANNOUNCEMENTS**

- A. We are social, follow us on Facebook/Twitter and/or register for the email listserv
- B. Ice rink opening date TBD – watch website and email for announcement

**ADMINISTRATIVE PRESENTATION**

- A. Sheriff Report\* (pp. 4-6)

**CITY BUSINESS – CONSENT AGENDA**

- A. Approve Treasurer’s Report\* (pp. 7-23)
- B. Approve Regular October 12, 2021 Meeting Minutes\* (pp. 25-32)
- C. Approve Special October 18, 2021 Meeting Minutes\* (pp. 33-36)
- D. Approve Resolution 2021-28, Designating Polling Place\* (pp. 37)
- E. Approve Resolution 2021-27, Adopting MOA with State of MN\* (pp. 39-84)
- F. Approve NYFS Agreement for 2022\* (pp. 85-92)

**CITY BUSINESS – REGULAR AGENDA**

- A. Planning Commission Discussion
  - Time Budget: 15 Minutes*
- B. Truth in Taxation/Adoption of Final Levy and Budget\* (pp. 93-99)
  - a. Public Hearing
  - b. Review of Proposed 2022 Levy & Budget
  - c. Approve Resolution 2021-29, Final Budget Adoption
  - d. Approve Resolution 2021-30, Final Levy Adoption
    - Time Budget: 15 Minutes*
- C. Resolution 2021-31, Certification of Delinquent Utility Accounts to the County\* (pp. 101-102)
  - a. Public Hearing
  - b. Council Deliberation and Approval
    - Time Budget: 5 Minutes*
- D. Delinquent Water Meter Installations (Mayor Wingfield)
  - a. Consider Contracting with City Water Superintendent for further installations
- E. First Reading of Ord. 2021-12-01, Amending Sec. 617 (Public Lake Tracts)\* (pp. 103-104)
  - a. Council Deliberation
  - b. Order Second Reading & Public Hearing
- F. City Engineering Update\* (pp. 105-107)
  - a. Lake Links Trail/Hall Avenue Memo
  - b. Wildwood Lift Station
    - i. Shovel Ready Plans + Consider Approval of \$5,000 Funding
- G. Fee Schedule 2022\* (pp. 109-118)
  - a. Council Deliberation
- H. Councilmember Reports
  - a. Mayor Wingfield
    - i. Halls Marsh Update
  - b. Councilmember McCarthy
    - i. Maintenance Code\* (pp. 119-140)

- I. City Administrator Report
  - a. Ice Rink
  - b. Council Workshop

**ADJOURN**

\*Denotes item with supporting documentation provided

# MEMORANDUM



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**TO:** Birchwood Village City Council  
**FROM:** Andy Gonyou, City Administrator  
**SUBJECT:** Sheriff Report  
**DATE:** December 9, 2021

Dear Mayor & City Council Members: The following pages are a report of law enforcement incidents and citations for November 2021:

# Incident Summary Report

PUBLIC

From:11/1/2021 12:00:00 AM To:11/30/2021 11:59:59 PM



## WASHINGTON COUNTY SHERIFFS OFFICE

### BIRCHWOOD VILLAGE - 19

11/1/2021 12:44:07 PM	WC21052702	XX Birchwood Ln, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
11/3/2021 2:16:00 AM	WC21052941	BIRCHWOOD VILLAGE, BIRCHWOOD VILLAGE	AREA CHECK
11/4/2021 2:05:00 AM	WC21053102	BIRCHWOOD VILLAGE, BIRCHWOOD VILLAGE	AREA CHECK
11/5/2021 1:38:00 AM	WC21053262	BIRCHWOOD VILLAGE, BIRCHWOOD VILLAGE	AREA CHECK
11/6/2021 12:36:50 AM	WC21053435	1-99 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/9/2021 10:30:12 AM	WC21053980	30XXX -341 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/11/2021 1:36:00 AM	WC21054294	BIRCHWOOD VILLAGE, BIRCHWOOD VILLAGE	AREA CHECK
11/13/2021 7:51:21 AM	WC21054605	30XXX -341 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/14/2021 1:18:09 PM	WC21054762	Birchwood Ave / East County Line Rd, BIRCHWOOD VILLAGE	PROPERTY DAMAGE
11/14/2021 2:07:57 PM	WC21054771	10XXX -190 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/17/2021 9:57:34 AM	WC21055253	XXX Birchwood Ave, BIRCHWOOD VILLAGE	THEFT
11/19/2021 12:20:15 PM	WC21055655	10XXX -190 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/20/2021 10:12:10 AM	WC21055815	10XXX -191 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/20/2021 9:22:00 PM	WC21055889	EAST COUNTY LINE/SOUTH SHORE BLVE, BIRCHWOOD VILLAGE	WILD ANIMAL
11/21/2021 12:03:30 PM	WC21055960	40XXX -598 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
11/24/2021 12:39:00 PM	WC21056503	WILDWOOD AVE/OWL ST, BIRCHWOOD VILLAGE	SUSPICIOUS VEHICLE
11/25/2021 7:41:05 PM	WC21056753	East County Line Rd / Wildwood Ave, BIRCHWOOD VILLAGE	TRAFFIC COMPLAINT
11/26/2021 10:36:30 AM	WC21056839	34XXX -398 WILDWOOD AVE, BIRCHWOOD VILLAGE	TRAFFIC STOP
11/26/2021 10:56:04 AM	WC21056844	70XXX -715 HALL AVE, BIRCHWOOD VILLAGE	TRAFFIC STOP

**TOTAL INCIDENTS: 19**

# Citations for: Birchwood

11/1/2021 To 11/30/2021

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	11/26/2021	820006133001	WC1277	T. Jarrett	Citation	0	WILDWOOD AVE		BIRCH ST		Birchwood	MOV-Fail to Drive with Due Care	169.14.1
WCSO	11/26/2021	820006133002	WC1277	T. Jarrett	Citation	0	HALL AVE		JAY ST		Birchwood	MOV-Stop Sign Violation	169.30(b)

For the Period : 11/9/2021 To 12/10/2021

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$429,908.56	\$22,644.38	\$84,613.06	\$367,939.88
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Other Federal Programs	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	(\$4,040.00)	\$4,040.00	\$0.00	\$0.00
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$32,525.69	\$0.00	\$20,000.00	\$12,525.69
Spec Rev - Warm House	\$40.00	\$0.00	\$40.00	\$0.00
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	\$2,119.89	\$0.00	\$2,119.89	\$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	\$123,615.31	\$0.00	\$0.00	\$123,615.31
Water	\$14,086.22	\$2,225.25	\$11,157.76	\$5,153.71
Sewer	\$127,113.51	\$4,796.03	\$12,726.06	\$119,183.48
Transit System	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00
Water Meter Upgrade Fees	(\$2,968.52)	\$672.44	\$0.00	(\$2,296.08)
American Rescue Act Proceeds	(\$46,665.31)	\$1,528.16	\$1,528.16	(\$46,665.31)
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$675,735.35</b>	<b>\$35,906.26</b>	<b>\$132,184.93</b>	<b>\$579,456.68</b>

Disbursements Register

Fund Name: All Funds

Date Range: 11/09/2021 To 12/10/2021

<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>
11/09/2021	Wingfield, Mary	31644*	Reimbursement - Weed Killer for buckthorn removal	N	Parks	100-45207-400-	\$ 446.27
	<b>Total For Check</b>	<b>31644</b>					<b>\$ 446.27</b>
11/09/2021	Tennis Sanitation, LLC	31645	Recycling for Service Period: Sept-Oct 2021	N	Recycle	100-43300-314-	\$ 2,392.00
	<b>Total For Check</b>	<b>31645</b>					<b>\$ 2,392.00</b>
11/09/2021	City of Roseville	31647*	Network Equipment Replacement	N	General Government Buildings and Plant	100-41940-320-	\$ 163.53
	<b>Total For Check</b>	<b>31647</b>					<b>\$ 163.53</b>
11/09/2021	Gopher State One Call	31648*	billable tickets 32	N	Utility Locates	605-42805-314-	\$ 43.20
	<b>Total For Check</b>	<b>31648</b>					<b>\$ 43.20</b>
11/09/2021	TA Schifsky & Sons, Inc.	31649*	Street Maintenance	N	Streets and Road Mntnc	100-43101-314-	\$ 4,500.00
		31649*				100-43101-314-	\$ 6,500.00
	<b>Total For Check</b>	<b>31649</b>					<b>\$ 11,000.00</b>
11/09/2021	Metropolitan Council - Env. Service	31650*	Wastewater Service	N	Sewer Utility	605-43190-217-	\$ 4,988.17
	<b>Total For Check</b>	<b>31650</b>					<b>\$ 4,988.17</b>
11/09/2021	McPhillips Bros. Roofing Company, I	31651*	Hall Roof Replacement	N	Unallocated Expenditures	100-49201-430-	\$ 27,000.00
	<b>Total For Check</b>	<b>31651</b>					<b>\$ 27,000.00</b>
11/09/2021	SL-serco	31652*	Water Meter Readings - Qtr 3 -2021	N	Water Utility	601-43180-314-	\$ 1,300.00
	<b>Total For Check</b>	<b>31652</b>					<b>\$ 1,300.00</b>
11/09/2021	Press Publications	31653*	Legal Notice Publications - October 2021	N	Ordinances and Proceedings	100-41130-351-	\$ 72.68
		31653*				100-41130-351-	\$ 81.77
		31653*				100-41130-351-	\$ 118.11
	<b>Total For Check</b>	<b>31653</b>					<b>\$ 272.56</b>
11/09/2021	Payroll Period Ending 11/06/2021	31654	Payroll- Jackie Smith- Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 538.94
	<b>Total For Check</b>	<b>31654</b>					<b>\$ 538.94</b>



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 Regular December 14, 2021 City Council Meeting  
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11/09/2021	PERA	EFT11032021*	Retirement funds- Gonyou- Administrator 10/10-10/23 payroll	N	Clerk - Treasurer	100-41401-121-	\$ 231.00
		<b>Total For Check</b>	<b>EFT11032021</b>				<b>\$ 231.00</b>
11/09/2021	PERA	EFT11042021*	Retirement funds- Rydeen- Maintenance Month of October payroll	N	Parks	100-45207-121-	\$ 245.00
		<b>Total For Check</b>	<b>EFT11042021</b>				<b>\$ 245.00</b>
11/09/2021	IRS - US Treasury	EFT110922021A	Federal Taxes - Q4 2021 - Oct Payment	N	Clerk - Treasurer	100-41401-100-	\$ 67.73
		EFT110922021A				100-41401-100-	\$ 455.58
		EFT110922021A				100-41401-100-	\$ 106.54
		<b>Total For Check</b>	<b>EFT110922021A</b>				<b>\$ 629.85</b>
11/11/2021	Mark Anderson	31655*	2016 Council Payment - Re-Processed for Unused Check	N	Mayor	100-41310-100-	\$ 554.10
		<b>Total For Check</b>	<b>31655</b>				<b>\$ 554.10</b>
11/11/2021	Payroll Period Ending 11/11/2021	31656	Payroll - Andy Gonyou	N	Clerk - Treasurer	100-41401-100-	\$ 1,123.37
		<b>Total For Check</b>	<b>31656</b>				<b>\$ 1,123.37</b>
11/11/2021	PERA	eft11122021a*	Retirement funds- Andy Gonyou, City Administrator 11/21/21-12/4/21	N	Clerk - Treasurer	100-41401-121-	\$ 211.74
		<b>Total For Check</b>	<b>eft11122021a</b>				<b>\$ 211.74</b>
11/15/2021	Xcel Energy	EFT11152021A*	Electric Billing for 210 Birchwood Tower, 9/16-10/17	N	Water Utility	601-43180-380-	\$ 13.36
		EFT11152021A*				601-43180-380-	\$ 28.61
		<b>Total For Check</b>	<b>EFT11152021A</b>				<b>\$ 41.97</b>
11/15/2021	Xcel Energy	EFT11152021B*	Gas Service for 407 Lake Ave Lift Station 9/16-10/17	N	Water Utility	601-43180-380-	\$ 26.82
		<b>Total For Check</b>	<b>EFT11152021B</b>				<b>\$ 26.82</b>
11/16/2021	Companion Animal Control LLC	31657	Animal Control Services - Oct 2021	N	Animal Control	100-41916-314-	\$ 80.00
		<b>Total For Check</b>	<b>31657</b>				<b>\$ 80.00</b>

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11/16/2021	Core & Main	31658*	water supplies	N	Water Utility	601-43180-220-	\$ 303.22
		<b>Total For Check</b>	<b>31658</b>				<b>\$ 303.22</b>
11/16/2021	White Bear Township	31659	Contracted Services - Oct 2021	N	Sewer Utility	605-43190-314-	\$ 681.22
		<b>Total For Check</b>	<b>31659</b>				<b>\$ 681.22</b>
11/16/2021	AirFresh Industries, Inc.	31660	Portable Restrooms-Nov Billing	N	Parks	100-45207-314-	\$ 162.50
		<b>Total For Check</b>	<b>31660</b>				<b>\$ 162.50</b>
11/16/2021	Minutes Solutions Inc.	31661	Minutes of 10/12 and 10/18	N	MISCELLANEOUS	100-49001-300-	\$ 400.00
		<b>Total For Check</b>	<b>31661</b>				<b>\$ 400.00</b>
11/18/2021	City of Birchwood Village	TRF11092021A*	Fund Transfer per Nov 9, 2021 CC Directive	N	Transfer To Governmental Fund	210-49360-720-	\$ 20,000.00
		<b>Total For Check</b>	<b>TRF11092021A</b>				<b>\$ 20,000.00</b>
11/18/2021	City of Birchwood Village	TRF11092021B*	Fund Transfer per Nov 9, 2021 CC Directive	N	Transfer To Governmental Fund	225-49360-720-	\$ 40.00
		<b>Total For Check</b>	<b>TRF11092021B</b>				<b>\$ 40.00</b>
11/18/2021	City of Birchwood Village	TRF11092021C*	Fund Transfer per Nov 9, 2021 CC Directive	N	Transfer To Governmental Fund	305-49360-720-	\$ 2,119.89
		<b>Total For Check</b>	<b>TRF11092021C</b>				<b>\$ 2,119.89</b>
11/19/2021	Hankins, Ryan	31662*	Microsoft 365 Fees for council and city employees	N	General Government Buildings and Plant	100-41940-320-	\$ 300.00
		31662*				100-41940-320-	\$ 18.00
		31662*				100-41940-320-	\$ 158.04
		<b>Total For Check</b>	<b>31662</b>				<b>\$ 476.04</b>
11/19/2021	TSE, Inc. Work Account	31663	Janitorial Services - 11/4/2021	N	General Government Buildings and Plant	100-41940-314-	\$ 25.00
		<b>Total For Check</b>	<b>31663</b>				<b>\$ 25.00</b>
11/19/2021	Toshiba Business Solutions	31664	Printer Maintenance - 11/9-12/08	N	Office Operations Supplies	100-41911-314-	\$ 10.62
		<b>Total For Check</b>	<b>31664</b>				<b>\$ 10.62</b>
11/19/2021	R Leeves Productions LLC	31665*	Videography - Council Mtgs, 11/9/2021	N	Cable Eqpmt and Service	100-41950-314-	\$ 95.79
		<b>Total For Check</b>	<b>31665</b>				<b>\$ 95.79</b>
11/19/2021	Andrew Gonyou	31666	mailing envelopes	N	Office Operations Supplies	100-41911-200-	\$ 124.66

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		<b>Total For Check</b>	<b>31666</b>				<b>\$ 124.66</b>
11/19/2021	USS Minnesota One MT LLC	31667	Energy Charges - November	N	General Government Buildings and Plant	100-41940-380-	\$ 73.16
		31667			Sewer Utility	605-43190-380-	\$ 195.08
		31667				605-43190-380-	\$ 353.58
		<b>Total For Check</b>	<b>31667</b>				<b>\$ 621.82</b>
11/22/2021	Payroll Period Ending 11/22/2021	31668	City Administrator- Andy Gonyou	N	Clerk - Treasurer	100-41401-100-	\$ 1,405.00
		<b>Total For Check</b>	<b>31668</b>				<b>\$ 1,405.00</b>
11/22/2021	Payroll Period Ending 11/22/2021	31669	Deputy Clerk- Jackie Smith	N	Clerk - Treasurer	100-41401-100-	\$ 509.67
		<b>Total For Check</b>	<b>31669</b>				<b>\$ 509.67</b>
11/22/2021	Dakota Supply Group	31671*	Change order 11/11/21- 229 Wildwood	N	Water Utility	601-43180-380-	\$ 905.80
		<b>Total For Check</b>	<b>31671</b>				<b>\$ 905.80</b>
11/22/2021	Steve Dean	31672*	Water Main Break Storage	N	Wtr/Swr Emergency	601-43185-220-	\$ 400.00
		<b>Total For Check</b>	<b>31672</b>				<b>\$ 400.00</b>
11/22/2021	CAPRA'S UTILITIES, INC	31673*	Water Main Break on 11/18 at 3990 E county Line	N	Wtr/Swr Emergency	601-43185-314-	\$ 5,109.25
		<b>Total For Check</b>	<b>31673</b>				<b>\$ 5,109.25</b>
11/22/2021	White Bear Lk Conservation District	31674	Annual Community Assessment	N	Water Resources	100-46101-437-	\$ 2,219.91
		<b>Total For Check</b>	<b>31674</b>				<b>\$ 2,219.91</b>
11/22/2021	Mow Joe Inc	31675*	Fall Leaf Pick Up 2021	N	Leaf Pick-Up	100-43110-314-	\$ 5,755.30
		<b>Total For Check</b>	<b>31675</b>				<b>\$ 5,755.30</b>
11/22/2021	City of Roseville	31676	IT charges November	N	General Government Buildings and Plant	100-41940-320-	\$ 692.70
		<b>Total For Check</b>	<b>31676</b>				<b>\$ 692.70</b>
11/24/2021	Town and County Appraisal Network,	31677*	Property Appraisal of 176 Cedar Street	N	Unallocated Expenditures	100-49201-430-	\$ 1,500.00
		<b>Total For Check</b>	<b>31677</b>				<b>\$ 1,500.00</b>
12/01/2021	Minnesota Department of Health	31678*	Community Water Supply Service Connection Fee 10/1/2021-12/31/2021	N	Water Utility	601-43180-437-	\$ 860.00

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	<b>Total For Check</b>	<b>31678</b>					<b>\$ 860.00</b>
12/01/2021	MENARD'S - OAKDALE	31679	Maintenance supplies, covers for electrical in office and outside	N	General Government Buildings and Plant	100-41940-400-	\$ 6.22
	<b>Total For Check</b>	<b>31679</b>					<b>\$ 6.22</b>
12/01/2021	McPhillips Bros Roofing Company, In	31680	Village Hall Roof Replacement- 100% complete	N	Unallocated Expenditures	100-49201-430-	\$ 3,000.00
	<b>Total For Check</b>	<b>31680</b>					<b>\$ 3,000.00</b>
12/01/2021	City of White Bear Lake Fire	31681	Fire Srvc - November	N	Fire	100-42201-314-	\$ 2,445.58
	<b>Total For Check</b>	<b>31681</b>					<b>\$ 2,445.58</b>
12/01/2021	H.A. Kantrud, P.A.	31682	Attorney Services - Nov 2021	N	Legal Services	100-41601-300-	\$ 1,500.00
	<b>Total For Check</b>	<b>31682</b>					<b>\$ 1,500.00</b>
12/02/2021	Payroll Period Ending 12/02/2021	31683	Payroll for Mary Cahill- assistant treasurer	N	Clerk - Treasurer	100-41401-100-	\$ 241.94
	<b>Total For Check</b>	<b>31683</b>					<b>\$ 241.94</b>
12/02/2021	Thatcher Engineering, Inc	31684*	City Engineer - Permit Work, engineering services	N	Engineer Service	100-41650-300-	\$ 4,345.74
		31684*				100-41650-300-	\$ 935.00
		31684*				100-41650-300-	\$ 85.00
		31684*				100-41650-300-	\$ 2,210.00
		31684*				100-41650-300-	\$ 255.00
		31684*				100-41650-300-	\$ 212.50
		31684*				100-41650-300-	\$ 850.00
		31684*				100-41650-300-	\$ 1,972.50
		31684*				100-41650-300-	\$ 667.50
		31684*				100-41650-300-	\$ 170.00
		31684*				100-41650-300-	\$ 467.50
		31684*				100-41650-300-	\$ 382.50
		31684*				100-41650-300-	\$ 384.34
		31684*			Water Utility	625-43180-300-9	\$ 1,528.16
	<b>Total For Check</b>	<b>31684</b>					<b>\$ 14,465.74</b>
12/02/2021	Modern Power Solutions	31685	Lift Station Generator Annual Service - 2021	N	Sewer Utility	605-43190-380-	\$ 491.00
	<b>Total For Check</b>	<b>31685</b>					<b>\$ 491.00</b>
12/02/2021	Gopher State One Call	31686	billable tickets 13	N	Utility Locates	605-42805-314-	\$ 17.55

**Fund Name:** All Funds  
 Regular December 14, 2021 City Council Meeting  
**Date Range:** 11/09/2021 To 12/10/2021

<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>31686</b>				<b>\$ 17.55</b>
12/02/2021	Manship Plumbing & Heating Inc	31687	Standby, locates, water main break and flush system	N	Water Utility	601-43180-314-	\$ 600.00
		31687				601-43180-314-	\$ 240.00
		31687				601-43180-314-	\$ 1,080.00
		31687				601-43180-314-	\$ 240.00
		<b>Total For Check</b>	<b>31687</b>				<b>\$ 2,160.00</b>
12/02/2021	Payroll Period Ending 12/02/2021	31688	Jim Rydeen, Maintenance-payroll	N	Parks	100-45207-100-	\$ 340.44
		<b>Total For Check</b>	<b>31688</b>				<b>\$ 340.44</b>
12/02/2021	A T & T Mobility	EFT11222021A*	Water Meter	N	Water Utility	601-43180-382-	\$ 50.70
		<b>Total For Check</b>	<b>EFT11222021A</b>				<b>\$ 50.70</b>
12/02/2021	PERA	EFT11232021A*	Retirement funds- Gonyou- City Administrator 11/7-11/20	N	Clerk - Treasurer	100-41401-121-	\$ 269.49
		<b>Total For Check</b>	<b>EFT11232021A</b>				<b>\$ 269.49</b>
12/02/2021	PERA	EFT11232021B*	Retirement funds- Gonyou- City Administrator 10/24-11/6	N	Clerk - Treasurer	100-41401-121-	\$ 211.74
		<b>Total For Check</b>	<b>EFT11232021B</b>				<b>\$ 211.74</b>
12/02/2021	Xcel Energy	EFT12022021A*	Street Lighting- 10/3/21-11/2/21	N	Street Lighting	100-43160-380-	\$ 1,296.66
		<b>Total For Check</b>	<b>EFT12022021A</b>				<b>\$ 1,296.66</b>
12/06/2021	Payroll Period Ending 12/06/2021	31689	Andy Gonyou Payroll- City Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,029.50
		<b>Total For Check</b>	<b>31689</b>				<b>\$ 1,029.50</b>
12/06/2021	PERA	EFT12062021A*	Retirement funds- Rydeen-Maintenance Month of Nov	N	Parks	100-45207-121-	\$ 56.00
		<b>Total For Check</b>	<b>EFT12062021A</b>				<b>\$ 56.00</b>
12/07/2021	Payroll Period Ending 12/07/2021	31691	Jackie Smith- Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 206.22
		<b>Total For Check</b>	<b>31691</b>				<b>\$ 206.22</b>
12/07/2021	Payroll Period Ending 12/07/2021	31692	Ron Koehnle- maintenance	N	Parks	100-45207-100-	\$ 483.09

**Fund Name:** All Funds  
Regular December 14, 2021 City Council Meeting  
**Date Range:** 11/09/2021 To 12/10/2021

<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>31692</b>				<b>\$ 483.09</b>
12/07/2021	Andrew Gonyou	31693	Zoom- Nov 30-Dec 29, 2021	N	Office Operations Supplies	100-41911-200-	\$ 16.09
		<b>Total For Check</b>	<b>31693</b>				<b>\$ 16.09</b>
12/07/2021	PERA	EFT12072021A	Retirement funds- Andy Gonyou, City Administrator 11/21/21-12/4/21	N	Clerk - Treasurer	100-41401-121-	\$ 192.51
		<b>Total For Check</b>	<b>EFT12072021A</b>				<b>\$ 192.51</b>
12/09/2021	Evolv	11102021A*	Monthly charge for using the Intellipay- Nov	N	Unallocated Expenditures	100-49201-437-	\$ 49.00
		<b>Total For Check</b>	<b>11102021A</b>				<b>\$ 49.00</b>
12/09/2021	City of St. Anthony Village	31694*	Q4 Utility Billing 2021, software purchase and leaf pickup admin fee	N	Leaf Pick-Up	100-43110-314-	\$ 100.00
		31694*			Financial Administration	605-41501-314-	\$ 5,933.31
		<b>Total For Check</b>	<b>31694</b>				<b>\$ 6,033.31</b>
12/09/2021	Companion Animal Control LLC	31695	Animal Control Services - Nov 2021	N	Animal Control	100-41916-314-	\$ 80.00
		<b>Total For Check</b>	<b>31695</b>				<b>\$ 80.00</b>
12/09/2021	Gopher State One Call	31696	September 2021	N	Utility Locates	605-42805-314-	\$ 22.95
		<b>Total For Check</b>	<b>31696</b>				<b>\$ 22.95</b>
12/09/2021	IRS - US Treasury	EFT12092021A*	Federal Taxes - Q4 2021 - Nov Payment	N	Clerk - Treasurer	100-41401-100-	\$ 1,097.44
		EFT12092021A*				100-41401-100-	\$ 256.66
		EFT12092021A*				100-41401-100-	\$ 458.19
		<b>Total For Check</b>	<b>EFT12092021A</b>				<b>\$ 1,812.29</b>
<b>Total For Selected Checks</b>							<b>\$ 132,184.93</b>

Fund Name: All Funds

Date Range: 11/09/2021 To 12/10/2021

<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>	
11/09/2021	McPhillips Roofing Company	171735227*	Bldg Permit # 2021-88	(11/09/2021) -	N	Building Permits	100-32211-	\$ 457.25	
								<b>\$ 457.25</b>	
11/09/2021	Eric Swanson Air	171735231*	Bldg permit- water heater replacement # 2021-84	(11/09/2021) -	N	Building Permits	100-32211-	\$ 70.25	
								<b>\$ 70.25</b>	
11/09/2021	Xcel Energy	171735232*	Row Permit # 016	(11/09/2021) -	N	Building Permits	100-32211-	\$ 250.00	
								<b>\$ 250.00</b>	
11/15/2021	Assured Comfort HTG and AIR LLC	171735241*	Permit # 2021-90	(11/15/2021) -	N	Building Permits	100-32211-	\$ 186.10	
								<b>\$ 186.10</b>	
11/15/2021	Signature Mechanical Inc	171735243*	Building Permit # 2021-91	(11/15/2021) -	N	Building Permits	100-32211-	\$ 70.25	
								<b>\$ 70.25</b>	
11/15/2021	Residents - via St Anthony Village	171735248	Utility Billing 11/15/2021	(11/15/2021) -	N	Miscellaneous	100-36140-	\$ 37.82	
							Water Fee	601-34110-	\$ 929.05
							Penalty - Late Water/Sewer	601-34160-	\$ 104.46
							State and Misc fees	601-34170-	\$ 34.45
							Penalty - Late Water/Sewer	605-34160-	\$ 82.52
							Sewer Fee	605-34190-	\$ 1,072.48
							Miscellaneous	620-36140-6	\$ 350.00
								<b>\$ 2,610.78</b>	
11/15/2021	MN Management & Budget	171735258*	American Rescue Act	(11/15/2021) -	N	Federal Grants - CARES	625-33180-9	\$ 1,528.16	
								<b>\$ 1,528.16</b>	
11/17/2021	Builders and Remodelers	171735242	Building Permit # 2021-92	(11/17/2021) -	N	Building Permits	100-32211-	\$ 98.84	
								<b>\$ 98.84</b>	

**Fund Name:** All Funds  
Regular December 14, 2021 City Council Meeting  
**Date Range:** 11/09/2021 To 12/10/2021

<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>	
11/18/2021	City of Birchwood Village	171735233*	transferred funds per city council directive, 11/9/2021	(11/18/2021) -	N	Transfers from other Funds	100-39205-	\$ 20,000.00	
								<b>\$ 20,000.00</b>	
11/18/2021	City of Birchwood Village	171735234*	11/9/2021 meeting, transfer of funds per council directive	(11/18/2021) -	N	Transfers from other Funds	100-39205-	\$ 40.00	
								<b>\$ 40.00</b>	
11/18/2021	City of Birchwood Village	171735235*	11/9/2021 meeting internal transfer of funds, per council directive	(11/18/2021) -	N	Transfers from other Funds	605-39205-	\$ 2,119.89	
								<b>\$ 2,119.89</b>	
11/22/2021	MN Mayors Assoc	171735246*	Refund of MMA membership	(11/22/2021) -	N	Miscellaneous	100-36140-	\$ 30.00	
								<b>\$ 30.00</b>	
11/29/2021	Topline Construction Firm	171735247*	Building Permit 2021-94	(11/29/2021) -	N	Building Permits	100-32211-	\$ 258.75	
								<b>\$ 258.75</b>	
11/29/2021	Residents - via St Anthony Village	171735249	Utility Billing 11/29/2021	(11/29/2021) -	N	Leaf Collection	100-34408-	\$ 14.31	
							Leaf Collection	100-34408-5	\$ 1.05
							Miscellaneous	100-36140-	\$ 25.76
							Water Fee	601-34110-	\$ 922.13
							Penalty - Late Water/Sewer	601-34160-	\$ 18.49
							State and Misc fees	601-34170-	\$ 29.94
							Penalty - Late Water/Sewer	605-34160-	\$ 93.39
							Sewer Fee	605-34190-	\$ 1,427.75
							Miscellaneous	620-36140-6	\$ 322.44
								<b>\$ 2,855.26</b>	
12/06/2021	Metropolitan Council	171735259*	Grant money	(12/06/2021) -	N	Federal Grants and Aids	100-33101-	\$ 960.00	
							Federal Grants and Aids	204-33101-	\$ 4,040.00
								<b>\$ 5,000.00</b>	
12/09/2021	William Hullsiek	171735260*	Kayak 2022	(12/10/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00	
								<b>\$ 30.00</b>	
12/09/2021	Keri Pakonen	171735261*	Two Dog Licenses 2022	(12/10/2021) -	N	Animal Licenses	100-32240-	\$ 40.00	



**Fund Name:** All Funds  
 Regular December 14, 2021 City Council Meeting  
**Date Range:** 11/09/2021 To 12/10/2021

<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>
								<u>\$ 40.00</u>
12/09/2021	William Hullsiek	171735262*	Dog License 2022	(12/10/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 20.00
								<u>\$ 20.00</u>
12/09/2021	Roger Vadnais Plumbing	171735263*	Bldg permit- 2021-96	(12/10/2021) -	N	Building Permits	100-32211-	\$ 30.00
								<u>\$ 30.00</u>
12/09/2021	Mary Wingfield	171735264*	Dog License	(12/10/2021) -	N	Animal Licenses	100-32240-	\$ 20.00
								<u>\$ 20.00</u>
12/09/2021	Roger Vadnais Plumbing	171735265*	Building permit surcharge	(12/10/2021) -	N	Building Permits	100-32211-	\$ 4.00
								<u>\$ 4.00</u>
12/09/2021	Ramsey County - Property Rec. & Rev	171735266	Delinquent U/B Settlement - July 2021	(11/30/2021) -	N	Delinquent Water/Sewer Fees	601-36130-	\$ 186.73
								<u>\$ 186.73</u>
<b>Total for Selected Receipts</b>								<u><u>\$ 35,906.26</u></u>

As on 12/10/2021

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Dock/Lift Permit Fee	0.00	16,500.00	16,500.00
<b>Total Acct 322</b>	<b>0.00</b>	<b>16,500.00</b>	<b>16,500.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>16,500.00</b>	<b>16,500.00</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Recreation			
Community Events	0.00	3,200.00	(3,200.00)
<b>Total Acct 451</b>	<b>0.00</b>	<b>3,200.00</b>	<b>(3,200.00)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>3,200.00</b>	<b>(3,200.00)</b>
<b>Other Financing Uses:</b>			
Transfer To Governmental Fund			
Interfund Transfers	0.00	25,000.00	(25,000.00)
<b>Total Acct 493</b>	<b>0.00</b>	<b>25,000.00</b>	<b>(25,000.00)</b>
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>25,000.00</b>	<b>(25,000.00)</b>
<b>Beginning Cash Balance</b>		<b>24,225.69</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>16,500.00</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>28,200.00</b>	
<b>Cash Balance as of 12/10/2021</b>		<b>12,525.69</b>	

As on 12/10/2021

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Total Revenues	0.00	0.00	0.00
<b>Other Financing Sources:</b>			
Total Other Financing Sources	0.00	0.00	0.00
<b>Disbursements:</b>			
Total Disbursements	0.00	0.00	0.00
<b>Other Financing Uses:</b>			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		123,615.31	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 12/10/2021		123,615.31	

As on 12/10/2021

## Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Water Fee	0.00	85,598.40	85,598.40
Penalty - Late Water/Sewer	0.00	877.11	877.11
State and Misc fees	0.00	2,796.39	2,796.39
<b>Total Acct 341</b>	<b>0.00</b>	<b>89,271.90</b>	<b>89,271.90</b>
Delinquent Water/Sewer Fees	0.00	841.96	841.96
Miscellaneous	0.00	5,790.79	5,790.79
<b>Total Acct 361</b>	<b>0.00</b>	<b>6,632.75</b>	<b>6,632.75</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>95,904.65</b>	<b>95,904.65</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>			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	231.00	(231.00)
<b>Total Acct 414</b>	<b>0.00</b>	<b>231.00</b>	<b>(231.00)</b>
Financial Administration			
Contracted Services	0.00	7,274.39	(7,274.39)
<b>Total Acct 415</b>	<b>0.00</b>	<b>7,274.39</b>	<b>(7,274.39)</b>
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	243.26	(243.26)
Newsletter			
Printing and Binding (351 through 359)	0.00	683.19	(683.19)
<b>Total Acct 419</b>	<b>0.00</b>	<b>926.45</b>	<b>(926.45)</b>
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	1,078.13	(1,078.13)
Contracted Services	0.00	75,790.06	(75,790.06)
Utility Services (381 through 389)	0.00	974.59	(974.59)
Utility Services: Electric Utilities	0.00	127.68	(127.68)
Utility Services: Water	0.00	102.00	(102.00)
Miscellaneous (431 through 499)	0.00	164.84	(164.84)
Fees	0.00	3,440.00	(3,440.00)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	1,200.00	(1,200.00)
PROFESSIONAL SERVICES (301 through 319)	0.00	1,041.50	(1,041.50)
Contracted Services	0.00	25,092.81	(25,092.81)
<b>Total Acct 431</b>	<b>0.00</b>	<b>109,011.61</b>	<b>(109,011.61)</b>
MISCELLANEOUS			
Miscellaneous (431 through 499)	0.00	8,181.90	(8,181.90)
<b>Total Acct 490</b>	<b>0.00</b>	<b>8,181.90</b>	<b>(8,181.90)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>125,625.35</b>	<b>(125,625.35)</b>
<b>Other Financing Uses:</b>			
Transfer To Enterprise Fund			
Interfund Transfers	0.00	35,000.00	(35,000.00)
<b>Total Acct 493</b>	<b>0.00</b>	<b>35,000.00</b>	<b>(35,000.00)</b>
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>35,000.00</b>	<b>(35,000.00)</b>
<b>Beginning Cash Balance</b>		<b>69,874.41</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>95,904.65</b>	

As on 12/10/2021

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Total Disbursements and Other Financing Uses		160,625.35	
Cash Balance as of 12/10/2021		<hr/> 5,153.71	

As on 12/10/2021

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Penalty - Late Water/Sewer	0.00	773.06	773.06
Sewer Fee	0.00	95,407.67	95,407.67
<b>Total Acct 341</b>	<b>0.00</b>	<b>96,180.73</b>	<b>96,180.73</b>
Delinquent Water/Sewer Fees	0.00	468.51	468.51
<b>Total Acct 361</b>	<b>0.00</b>	<b>468.51</b>	<b>468.51</b>
MISCELLANEOUS REVENUES	0.00	10,821.14	10,821.14
<b>Total Acct 362</b>	<b>0.00</b>	<b>10,821.14</b>	<b>10,821.14</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>107,470.38</b>	<b>107,470.38</b>
<b>Other Financing Sources:</b>			
Transfers from other Funds	0.00	2,119.89	2,119.89
<b>Total Acct 392</b>	<b>0.00</b>	<b>2,119.89</b>	<b>2,119.89</b>
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>2,119.89</b>	<b>2,119.89</b>
<b>Disbursements:</b>			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	1,826.00	(1,826.00)
<b>Total Acct 414</b>	<b>0.00</b>	<b>1,826.00</b>	<b>(1,826.00)</b>
Financial Administration			
Contracted Services	0.00	6,994.39	(6,994.39)
<b>Total Acct 415</b>	<b>0.00</b>	<b>6,994.39</b>	<b>(6,994.39)</b>
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	243.26	(243.26)
<b>Total Acct 419</b>	<b>0.00</b>	<b>243.26</b>	<b>(243.26)</b>
Utility Locates			
Contracted Services	0.00	409.10	(409.10)
<b>Total Acct 428</b>	<b>0.00</b>	<b>409.10</b>	<b>(409.10)</b>
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	801.00	(801.00)
Sewer Utility			
Sewer - Wastewater Charge	0.00	54,869.87	(54,869.87)
Repair and Maintenance Supplies (221 through 229)	0.00	386.40	(386.40)
Contracted Services	0.00	31,632.76	(31,632.76)
Utility Services (381 through 389)	0.00	9,793.90	(9,793.90)
Utility Services: Gas Utilities	0.00	554.47	(554.47)
<b>Total Acct 431</b>	<b>0.00</b>	<b>98,038.40</b>	<b>(98,038.40)</b>
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	13,100.00	(13,100.00)
<b>Total Acct 492</b>	<b>0.00</b>	<b>13,100.00</b>	<b>(13,100.00)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>120,611.15</b>	<b>(120,611.15)</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>130,204.36</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>109,590.27</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>120,611.15</b>	
<b>Cash Balance as of 12/10/2021</b>		<b>119,183.48</b>	

As on 12/10/2021

American Rescue Act Proceeds

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Federal Grants - CARES	0.00	48,193.47	48,193.47
<b>Total Acct 331</b>	<b>0.00</b>	<b>48,193.47</b>	<b>48,193.47</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>48,193.47</b>	<b>48,193.47</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>			
Water Utility			
PROFESSIONAL SERVICES (301 through 319)	0.00	1,528.16	(1,528.16)
Contracted Services	0.00	56,790.62	(56,790.62)
Utility Services (381 through 389)	0.00	17,797.00	(17,797.00)
<b>Total Acct 431</b>	<b>0.00</b>	<b>76,115.78</b>	<b>(76,115.78)</b>
CARES Expenses (for Enterprise Funds)			
Contracted Services	0.00	18,230.00	(18,230.00)
Miscellaneous (431 through 499)	0.00	513.00	(513.00)
<b>Total Acct 492</b>	<b>0.00</b>	<b>18,743.00</b>	<b>(18,743.00)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>94,858.78</b>	<b>(94,858.78)</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>48,193.47</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>94,858.78</b>	
<b>Cash Balance as of 12/10/2021</b>		<b>(46,665.31)</b>	





**CITY OF BIRCHWOOD VILLAGE  
207 BIRCHWOOD AVENUE  
BIRCHWOOD, MINNESOTA**

**MINUTES OF THE CITY COUNCIL MEETING  
VIA TELECONFERENCE  
OCTOBER 12, 2021, 7:00 P.M.**

**MEMBERS:**

Mary Wingfield	Mayor
Mark Foster	Councilmember
Justin McCarthy	Councilmember
Kevin Woolstencroft	Councilmember

**STAFF:**

Andy Gonyou	City Administrator
H. Alan Kantrud	City Attorney

**GUESTS:**

David Heiden	Birchwood Dock Association
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**REGRETS:**

Jon Fleck	Councilmember
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Minutes prepared by Anh Nguyen of Minutes Solutions Inc. from an audio recording.

**1. CALL TO ORDER**

In light of the status of the ongoing COVID-19 health pandemic, the City of Birchwood Village is conducting its October, 2021, meeting using interactive web-based technology. Pursuant to Minnesota Statutes, Chapter 13D.021 Subdivision 1(1), the City of Birchwood Village 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...".

Mayor Wingfield called the meeting to order at 7:04 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AGENDA**

City Administrator, Andy Gonyou, requested that the following items be deferred to the special Council meeting to be held on October 18, 2021:

- Approval of the September 14, 2021, regular meeting minutes
- Approval of the Treasurer's Report

- Review Variance Application Case No. 21-05-VB (339 Wildwood Avenue)
- Review Variance Application Case No. 21-06-VB (469 Lake Avenue)

City Attorney, H. Alan Kantrud, requested that the following item be removed from the agenda pursuant to the applicant's attorney's request to have the variance application withdrawn:

- Review Variance Application Case No. 21-04-VB (117 Wildwood Avenue)

Mayor Wingfield requested the addition of the following items to the agenda:

- Meeting with Rice Creek Watershed Officials Re: East County Line
- Village Hall Update
- Decommission of the Building Task Force
- Park Signage Update
- Fence at Water Meter Tower
- Ice Rink
- Parking at Tighe-Schmitz Park
- Buckthorn Update
- Pet Waste Bag Stations
- Impervious Surfaces
- Boating at Feistner Reserve
- Deer Hunt Update

Councilmember McCarthy requested the addition of the following items to the agenda:

- Hall's Marsh Resolution
- Loud Play

**On a motion made by Councilmember McCarthy, seconded by Councilmember Foster, it was resolved to approve the agenda, as amended. All in favor; motion carried.**

#### **4. OPEN PUBLIC FORUM**

**Barton Winter, 15 5 Oaks Lane**, expressed concern that he has been speaking in the open public forum for two years with minimal feedback from the Council.

**Steve Schad, 130 Cedar Street**, is opposed to the deer hunt. He queried the damage to the community that is being addressed by holding the deer hunt, whether or not the damage has been quantified to justify spending public time, energy and resources to address the deer population, how the deers were determined to be a problem that required a resolution in the manner of a deer hunt, the number of deer that need to be hunted to rectify the problem, how the number is determined, whether or not the migration of additional deer is an issue, whether or not the deer population rebound has been accounted for, and whether or not there is an example of a municipality that has successfully resolved a deer problem through culling.

#### **5. ANNOUNCEMENTS**

- A. **Social Media:** Follow Birchwood Village on Facebook/Twitter and/or register for the e-mail list.
- B. **Centennial Celebration:** A video presentation of the event was provided by the Suburban Cable Commission. ([https://www.youtube.com/watch?v=hd\\_30b9KtQ0](https://www.youtube.com/watch?v=hd_30b9KtQ0))
- C. **Leaf Pickup:** The leaf pickup has been scheduled for October 25, 2021, and November 8, 2021. An RSVP is required. A notice will be provided on the City of Birchwood Village website and on street corners as the date approaches.

6. **ADMINISTRATIVE PRESENTATION**

- A. **Sheriff Report:** A report of law enforcement incidents and citations for September, 2021, was not included.
- B. **Planning Commission Meeting Minutes:** The minutes of the August 26, 2021, Planning Commission meeting was provided for the Council's review.

7. **CITY BUSINESS – CONSENT AGENDA**

- A. **Approval of the Amended Contract with Metro Bowhunters Resources Base**
- B. **Approval of Resolution 2021-23, Suspending City Code Section 609.020 for 2021 Deer Hunt**
- C. **Approval of Summary Publication of Ordinance 2021-07-02, Section 301.055**

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember Foster, it was resolved to approve the consent agenda as presented. All in favor; motion carried.**

8. **CITY BUSINESS – REGULAR AGENDA**

A. **Second Reading Ordinance 2021-09-01, Section 301.050**

a. **Council Deliberation:**

**On a motion made by Councilmember McCarthy, seconded by Councilmember Foster, it was resolved to adopt the amended code 301.050 including Section E: Impervious Surfaces for Ordinance 2021-09-01. All in favor; motion carried.**

b. **Approval of Summary Publication:** The summary publication will be published on October 20, 2021.

**On a motion made by Councilmember McCarthy, seconded by Councilmember Woolstencroft, it was resolved to approve the summary publication 301.050 for Ordinance 2021-09-01. All in favor; motion carried.**

**B. First Reading Ordinance 2021-10-01, Section 308**

- a. **Public Hearing:** There were no comments made for the public hearing.

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember Foster, it was resolved to close the public hearing. All in favor; motion carried.**

- b. **Council Deliberation and Scheduling of Second Reading:** Councilmember McCarthy requested an amendment to Section 308.121, subdivision 5, to add, “unless approved by the City Council.” The second reading will be scheduled for the special Council meeting on October 18, 2021.

**On a motion made by Councilmember McCarthy, seconded by Councilmember Woolstencroft, it was resolved to approve the first reading of the amended code 308, as per Councilmember McCarthy’s request. All in favor; motion carried.**

*ACTION – H. Alan Kantrud will send the amended code 308, including Councilmember McCarthy’s amendment, to Andy Gonyou.*

**C. Birchwood Dock Association (BDA) Dock Permit Application Review**

Mayor Wingfield suggested relocating the Birchwood dock 15 to 20 feet to the west to allow better use of public space for swimming. David Heiden of the BDA reported that the dock can be relocated to the west, however, the new landmark configurations will have to be determined.

*ACTION – The BDA will arrange to relocate the dock to the west in the spring of 2022.*

- a. **BDA Dock Permit Application:**

**On a motion made by Councilmember Foster, seconded by Councilmember Woolstencroft, it was resolved to approve the BDA permit application. All in favor; motion carried.**

- b. **2021 Dock Management Contract:** This item was not discussed.

- c. **Boating at Feistner Reserve:** There are two spaces available for pontoon or sea-legs boats at Feistner Reserve. Mayor Wingfield advised the BDA to direct members with larger boats that cannot be accommodated at the Birchwood dock to Feistner Reserve.

*ACTION – The Council will provide the BDA with information regarding boating options at Feistner Reserve to be distributed to its members.*

**D. Parking**

- a. **Parking Permit Extension Request:** A homeowner requested an extension to park at the ice rink until November 18, 2021. The request was approved by the Council.

*ACTION – Andy Gonyou will renew the homeowner’s parking permit to be valid until November 18, 2021.*

- b. **Parking at Tighe-Schmitz Park:** Mayor Wingfield reported several unauthorized vehicles parking overnight at Tighe-Schmitz Park, including boats and utility trailers. The police department cannot enforce parking violations without the appropriate parking signs. The Council agreed to erect a no parking overnight sign.

*ACTION – Mayor Wingfield will arrange to have a “No Parking Overnight” sign erected at Tighe-Schmitz Park.*

**E. Meeting with Rice Creek Watershed Officials Re: East County Line**

- a. **East County Line:** The Rice Creek Watershed officials requested a meeting with the Council on October 15, 2021, at Feistner Beach. The officials want to discuss a plan to divert water and allow the water to travel back to Feistner Beach before discharging into White Bear Lake. This would be a treatment for the micro watershed on East County Line.

*ACTION – Mayor Wingfield and Councilmember McCarthy will attend the meeting with the Rice Creek Watershed officials on October 15, 2021.*

**F. Village Hall Update**

- a. **Roof Bids:** The installation of the rubber membranes is ongoing and is expected to be completed soon. The overhanging branches will be removed before the roof work is completed. Mayor Wingfield reported a silver maple tree in the southeast corner of the back of the building that will require removal. John Lund Limb & Leaf Tree Service provided a quote of \$1,200 to remove the tree.

**On a motion made by Mayor Wingfield, seconded by Councilmember Woolstencroft, it was resolved to approve the removal of the silver maple tree by John Lund Limb & Leaf Tree Service at a cost of \$1,200. All in favor; motion carried.**

- b. **Electrical Connection:** The electrical service to resolve the low electrical connection is still pending.
- c. **Storm Windows and Doors:** The storm windows and doors are under construction.
- d. **Concrete Replacement/Repairs:** The concrete replacement and repairs have been completed by Pelco Construction.

**G. Council Member Reports**

- a. **Hall's Marsh:** Councilmember McCarthy noted that the Rice Creek Watershed District (RCWD) should consider installing a system upstream to prevent future contamination of stormwater runoff. Ongoing monitoring of the pollution control would be mandatory. A copy of the Hall's Marsh resolution will be provided to Washington County, the Minnesota Department of Natural Resources (DNR), the Minnesota Pollution Control Agency (MPCA), and the City of White Bear Lake. Councilmember McCarthy referred to the last paragraph on Page 3 of resolution No. 2021-24 and noted that the authorization to perform an independent environmental analysis will be removed from the resolution.

**On a motion made by Councilmember McCarthy, seconded by Councilmember Woolstencroft, it was resolved to approve resolution No. 2021-24, as amended. All in favor; motion carried.**

Mayor Wingfield has contacted Braun Intertec Corporation as per the City of White Bear Lake's recommendation; a quote was provided of approximately \$5,000 for the water sampling of Hall's Marsh. The City's attorney noted that the cost for commissioning the water sampling study can be charged back to the RCWD; it is possible that either the DNR or the MPCA will provide reimbursement.

**On a motion made by Mayor Wingfield, seconded by Councilmember McCarthy, it was resolved to approve the authorization of up to \$5,000 to engage Braun Intertec Corporation to conduct a water sampling study of Hall's Marsh, and provide a report in support of RCWD taking immediate action to rectify the marsh. All in favor; motion carried.**

- b. **Loud Play in City Parks:** The Council agreed to erect signs at the tennis court and ice rink indicating no play before 8:00 a.m. to prevent early noise complaints from neighbors.
- c. **Decommission of the Building Task Force:** Mayor Wingfield reported no need to proceed with alternative interior designs from the Building Task Force. The Council approved Mayor Wingfield's request to decommission the Building Task Force.
- d. **Park Signage Update:** The total invoice for the park signage was \$12,279. A grant from the legacy fund was provided for \$10,000; the White Bear Lake Historical Society paid the remaining balance of \$2,279. The balance needs to be reimbursed by the City of Birchwood Village.

**On a motion made by Mayor Wingfield, seconded by Councilmember McCarthy, it was resolved to approve a reimbursement of \$2,279 to the White Bear Lake Historical Society for the park signs and request they seek a second grant of \$10,000 for the 2022 project, including signage for Hall's Marsh, Polly's Park, the Village Hall, the Bell Tower, and Feistner Reserve. All in favor; motion carried.**

- e. **Fence at Water Meter Tower:** The Council agreed that the fence will require three sides, a canted exterior, an entrance/exit gate, and needs to measure 8 feet in height. Wiring will be attached at the top of the fence as a deterrent.

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember Foster, it was resolved to approve Mayor Wingfield to obtain three bids to erect a fence at the water meter tower with the aforementioned parameters. All in favor; motion carried.**

*ACTION – Mayor Wingfield will obtain three bids from fencing companies to erect a fence at the water meter tower.*

- f. Ice Rink:** New boards are being installed on the verticals around the curve of the ice rink. Other than minor cosmetic issues, the old boards are still in great shape. The new boards are made of low-quality lumber, and are not able to absorb paint. Mayor Wingfield expressed concern regarding the life expectancy of the new boards.

*ACTION – The Councilmembers will examine the new boards being installed at the ice rink and provide feedback at the next Council meeting on October 18, 2021.*

- g. Buckthorn Update:** A new herbicide is being used at a cost of approximately \$500 for 10 gallons. Mayor Wingfield anticipates that the new herbicide will resolve the buckthorn issue.

- h. Pet Waste Bag Stations:** Mayor Wingfield reported that a roll of 2,000 pet waste bags can be purchased from Amazon for \$55. The Council approved Mayor Wingfield's request to change the pet waste bag stations starting with Bloomquist Park.

- i. Impervious Surfaces:** Mayor Wingfield reported that Mahtomedi is now considering pavers used to mitigate runoff as being impervious as opposed to pervious. She will obtain the proposed code from Mahtomedi to present to the Council for review at the next workshop.

*ACTION – Mayor Wingfield will obtain the proposed code for the impervious surfaces from Mahtomedi to present at the next workshop.*

*ACTION – Andy Gonyou will send an e-mail to the Council to schedule a workshop before October 31, 2021.*

- j. Deer Hunt Update:** Andy Gonyou reported that the council for the City of Mahtomedi was delayed in making approvals for deer hunting. The City of Mahtomedi requested that the City of Birchwood Village delay the first hunt to October 16, 2021, and October 17, 2021, to align with, and run concurrently, with Mahtomedi.

*ACTION – Andy Gonyou will post a notice on the City of Birchwood Village website advising residents of the first deer hunt taking place on October 16, 2021, and October 17, 2021.*

## **9. NEXT MEETING**

The next Council meeting will be held on October 18, 2021, at 6:00 p.m.

10. **ADJOURNMENT**

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember McCarthy and carried unanimously, it was agreed that there was no further business of the Council to transact; the meeting was closed at 8:56 p.m. by Mayor Wingfield.**

**DISCLAIMER**

The above minutes should be used as a summary of the motions passed and issues discussed at the meeting of the members of the Birchwood Village City Council. This document shall not be considered to be a verbatim copy of every word spoken at the meeting.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CITY OF BIRCHWOOD VILLAGE  
207 BIRCHWOOD AVENUE  
BIRCHWOOD, MINNESOTA**

**MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
VIA TELECONFERENCE  
OCTOBER 18, 2021, 6:00 P.M.**

**MEMBERS:**

Mary Wingfield	Mayor
Jon Fleck	Councilmember
Mark Foster	Councilmember
Justin McCarthy	Councilmember
Kevin Woolstencroft	Councilmember

**STAFF:**

Andy Gonyou	City Administrator
H. Alan Kantrud	City Attorney
Steven Thatcher	City Engineer (until 7:25 p.m.)
Doug Danks	City Planner (until 7:25 p.m.)

**GUESTS:**

Alyson Landmark	Landscape Designer, Southview Design (until 6:53 p.m.)
Brent Stevens	Project Manager, Kyle Hunt & Partners (until 7:24 p.m.)

Minutes prepared by Anh Nguyen of Minutes Solutions Inc. from an audio recording.

**1. CALL TO ORDER**

In light of the status of the ongoing COVID-19 health pandemic, the City of Birchwood Village is conducting its October, 2021, meeting using interactive web-based technology. Pursuant to Minnesota Statutes, Chapter 13D.021 Subdivision 1(1), the City of Birchwood Village 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...".

Mayor Wingfield called the meeting to order at 6:00 p.m.

**2. APPROVAL OF AGENDA**

The agenda was approved as presented.

**3. CITY BUSINESS – CONSENT AGENDA**

- A. Approval of the Regular Meeting Minutes:** The meeting minutes of the September 14, 2021, regular Council meeting was provided for the Council's review and approval.

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember McCarthy, it was resolved to approve the minutes of the Council meeting held on September 14, 2021, as presented. All in favor; motion carried.**

- B. Approval of the Treasurer's Report:** The Treasurer's Report for the period ending October 12, 2021, was provided for the Council's review and approval.

Councilmember McCarthy reported that \$108,000 was utilized from the general fund due to budgeted City Hall projects. The water fund is currently showing a deficit of \$22,000. He queried why the water tower expenses were allocated to both the general and the water fund. Mayor Wingfield referred to the American Rescue Plan Act proceeds of \$46,000 income that will cover the water meter expenses after an accounting transfer. An additional \$46,000 income is anticipated from the American Rescue Plan Act for the water fund.

**On a motion made by Councilmember McCarthy, seconded by Councilmember Woolstencroft, it was resolved to approve the Treasurer's Report for the period ending October 12, 2021. All in favor; motion carried.**

**4. CITY BUSINESS – REGULAR AGENDA**

**A. Second Reading Ordinance 2021-10-01, Section 308**

**a. Council Deliberation:**

**On a motion made by Councilmember McCarthy, seconded by Councilmember Foster, it was resolved to adopt the amended code 308 for Ordinance 2021-10-01. All in favor; motion carried.**

- b. Approval of Summary Publication:** The summary publication will be published on October 27, 2021.

**On a motion made by Councilmember Foster, seconded by Councilmember Woolstencroft, it was resolved to approve the summary publication 308 for Ordinance 2021-10-01. All in favor; motion carried.**

**B. Variance Application Case No. 21-05-VB (339 Wildwood Avenue)**

The homeowner highlighted the following items:

- The full scope of the property needs to be addressed in order to preserve the lake, the water quality, and the riprap infrastructure;
- The retaining wall will address the primary concern of soil degradation and soil runoff;
- As per the City Planner, there are practical difficulties that exist at the property given the steep lot slopes and the topographical challenges.

The homeowner reported that the Rice Creek Watershed District has approved the project.

The Council expressed concern regarding setting a precedent for the approval of a retaining wall within 20 feet of the water line. Mayor Wingfield queried whether or not the homeowner has considered installing a retaining wall 50 feet from the water line, which will avert approximately 40% of the water drainage. The homeowner reported that the slope and aggressive terrain would still be exposed on top of the riprap. Alyson Landmark of Southview Design reported that the purpose and placement of the retaining wall lends itself to stabilizing the homeowner's dock and boat lifts in the winter.

The Council requested a cross-section document demonstrating the differentiation between the existing grounds and the proposed work. An extension will be provided to the homeowner to allow the Council to review additional materials. A decision will be made at the November, 2021, Council meeting. Steven Thatcher, the City Engineer, confirmed that the homeowner meets the conditions for the variances for impervious surface. Doug Danks, the City Planner, confirmed that the riprap complies with the requirements in the City's zoning ordinances.

**On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to approve the variances to the impervious surface for application case No. 21-05-VB. All in favor; motion carried.**

**On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to allow the applicant 30 days to provide additional information for variance application case No. 21-05-VB. All in favor; motion carried.**

*ACTION – Alyson Landmark of Southview Design will provide the City Administrator with a cross-section document demonstrating the differentiation between the existing grounds and the proposed work for the Council to review.*

*ACTION – The homeowner will follow up with the City Administrator regarding the permit for the installation of the riprap.*

**C. Variance Application Case No. 21-06-VB (469 Lake Avenue)**

Steven Thatcher reported that one condition for obtaining a variance to infiltrate water into the ground is that the bottom of the infiltration practice must be a minimum of 3 feet above the ordinary high-water level of White Bear Lake. This is a challenge for the property in question because the existing ground surface elevation varies from 2 to 4.5 feet above the ordinary high-water level of White Bear Lake, consequently making it difficult to meet the condition for the variance.

Brent Stevens of Kyle Hunt & Partners reported that Doug Danks confirmed that the installation of a 6-foot sideyard setback was permitted as per City ordinances. To address the impervious surfaces and the proximity to the high-water level, Kyle Hunt & Partners will be using a pervious paving system for the driveway; underneath the driveway is a 1-foot deep layer of foundational clear stone that is enveloped in a geotextile fabric for filtration. The current impervious surface is 32.35% and the pervious paving system will bring the impervious surface to 23%.

Doug Danks reported that the Planning Commission had historically applied the 60% rule to setbacks for undersized lots; the language around the code was subsequently amended in 2019. Based on Steven Thatcher's memo, the 60% rule applies to the rehabilitation of

a home and not the construction of a new home. The Council agreed that the homeowner must apply for a variance for the 6-foot side yard setback.

**On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to defer variance application case no. 21-06-VB until more information can be provided by the homeowner. All in favor; motion carried.**

**D. Birchwood Village COVID-19 Protocols**

The Council discussed re-instating in-person meetings. Councilmember Foster cited several technical difficulties that the Council has encountered during meetings and the difficulty for residents to express their concerns through a virtual meeting. He reported that the City of Mahtomedi and White Bear Lake have both resumed in-person meetings. Andy Gonyou noted that Washington County is currently still in the high transmission stage. The Council agreed to continue with virtual meetings and to monitor the COVID-19 protocols in the interest of the public's health.

**5. ADJOURNMENT**

**On a motion made by Councilmember Fleck, seconded by Councilmember McCarthy and carried unanimously, it was agreed that there was no further business of the Council to transact; the meeting was closed at 7:36 p.m. by Mayor Wingfield.**

**DISCLAIMER**

The above minutes should be used as a summary of the motions passed and issues discussed at the meeting of the members of the Birchwood Village City Council. This document shall not be considered to be a verbatim copy of every word spoken at the meeting.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION 2021-28**

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

**A RESOLUTION DESIGNATING POLLING PLACES FOR 2022 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 2022:

**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 14<sup>th</sup> day of December, 2021.

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

Attest:

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





The Office of  
**Minnesota Attorney General Keith Ellison**  
helping people afford their lives and live with dignity and respect • [www.ag.state.mn.us](http://www.ag.state.mn.us)

December 8, 2021

Dear Minnesota Cities and Counties:

I'm pleased to announce that counties, cities, and the State of Minnesota have reached an agreement that will govern how funds from recently announced settlements with opioid companies will be distributed within Minnesota. In order to finalize this agreement, I am asking you to sign the enclosed State-Subdivision Memorandum of Agreement (MN MOA) and also to join both settlements with opioid distributors McKesson, AmerisourceBergen, and Cardinal Health, and opioid manufacturer Johnson & Johnson by **January 2, 2022**. Minnesota stands to receive more than \$300 million from these settlements, the vast majority of which will go to cities and counties, but we need your cities and counties to sign on to the settlements to maximize the resources to fight the epidemic. Simply put, the more cities and counties that sign on by January 2, 2022, the more money we will have for treatment, prevention, and a whole host of programs and strategies to abate this crisis.

Over the last few months, my Office has been working tirelessly with cities and counties to come to an agreement on allocation and distribution of opioid settlement funds. We have been working alongside the Association of Minnesota Counties, the League of Minnesota Cities, the Coalition of Greater Minnesota Cities, representatives from litigating cities and counties, members of the Opioid Epidemic Response Advisory Council, the Governor's Office, and numerous state agencies, among others. The MN MOA is the result of this work.

Since 2000, the opioid epidemic has cost more than 5,400 Minnesotans their lives, and has torn families apart and ravaged communities. The last year has been especially hard, as the COVID-19 pandemic has caused a surge in opioid overdoses, both fatal and nonfatal. No amount of money will ever be enough to make up for the damage and destruction caused by these companies, but these historic agreements are at least a measure of accountability, if not justice.

Enclosed with this letter are several documents with more information about these agreements. Additional information about the settlements and how they will be implemented in Minnesota can be found on our website at [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). Also, please do not hesitate to contact my Office with any questions you may have. You can send an email to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us), or leave a voicemail at (612) 429-7126.

Sincerely,

KEITH ELLISON  
Attorney General

Enclosures: *Minnesota Opioids State-Subdivision Memorandum of Agreement*  
*Executive Summary*  
*One-Page Overview*  
*Frequently Asked Questions*  
*Checklist*

## **MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.



## I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

## **II. Allocation of Settlement Proceeds**

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
  - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

#### **IV. Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
  - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
  3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

## VI. **Backstop Fund**

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By

order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

<sup>3</sup> Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).



private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.<sup>4</sup> The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
  - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
  - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
  
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

Name and Title: \_\_\_\_\_

On behalf of: \_\_\_\_\_

## **EXHIBIT A**

### **List of Opioid Remediation Uses**

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

<b>PART ONE: TREATMENT</b>
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#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)<sup>7</sup> approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.



11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.



4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

**EXHIBIT B****Local Abatement Funds Allocation**

<b>Subdivision</b>	<b>Allocation Percentage</b>
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

<b>Subdivision</b>	<b>Allocation Percentage</b>
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITSON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

<b>Subdivision</b>	<b>Allocation Percentage</b>
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%



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### **Minnesota Opioid Settlement Executive Summary**

Minnesota has joined a broad multistate coalition in reaching nationwide settlements with the three largest opioid distributors – AmerisourceBergen, Cardinal Health, and McKesson – and opioid manufacturer Johnson & Johnson. The settlements resolve investigations and lawsuits against these companies for their role in the opioid crisis. If the settlements are fully adopted nationally, the distributors will pay \$21 billion over 18 years and Johnson & Johnson will pay \$5 billion over 10 years. Most states have already joined the settlements, but for the agreements to become effective, a critical mass of cities and counties must sign onto the settlements by January 2, 2022.

### **Settlement Structure**

If a critical mass of subdivisions sign on and the settlements become effective:

- Minnesota will be eligible to receive more than \$296 million over 18 years. Up to \$222 million of that will be paid directly to Minnesota cities and counties. The total amount of payments to Minnesota will be determined by the overall degree of participation by cities and counties. The more cities and counties that join, the more money everyone in Minnesota will receive. Distribution within Minnesota will be determined by the state-subdivision agreement (see below).
  - Each state’s share of the funding was determined by agreement among the states using a formula that takes into account the impact of the crisis on the state—the number of overdose deaths, the number of residents with substance use disorder, and the number of opioids prescribed—and the population of the state.
- Payments will begin to flow to the state and cities and counties as soon as April 2022. The Johnson & Johnson settlement provides for payments to be accelerated if cities and counties sign on early.
- The vast majority of the settlement funds must be used to support any of a wide variety of strategies to fight the opioid crisis. The Attorney General’s Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs that will benefit all regions of the state.
- In addition to the financial components, the settlements also require the companies to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for

suspicious orders. Johnson & Johnson will be prohibited from selling or promoting opioids for ten years.

## **Minnesota Framework**

Minnesota has been preparing for these settlements and the opportunity they present to deliver substantial funding to needed abatement and remediation programs. In 2019, the Legislature passed the Opiate Epidemic Response bill, creating a special opioid abatement account and the Opioid Epidemic Response Advisory Council, which will oversee the spending of the state's share of settlement funds.

Additionally, a months-long partnership between the state and cities and counties has resulted in a state-subdivision agreement (or "Minnesota Memorandum of Agreement") that is designed to maximize the settlement funds coming to the State of Minnesota and get them to where they are needed most. The state-subdivision agreement details how the settlement money will be allocated within the state and also sets out a structure for the distribution of opioid abatement funds from pending bankruptcy plans with Purdue Pharma and Mallinckrodt. A copy of the state-subdivision agreement can be found on the Attorney General's website at [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids).

Pursuant to the state-subdivision agreement—and assuming maximum payments—approximately \$296 million in funds paid to Minnesota and its cities and counties from the Distributor and Johnson & Johnson settlements, as well as tens of millions of additional dollars from the Purdue Pharma and Mallinckrodt bankruptcies, will be allocated as follows:

- **Local Government Abatement Fund.** Seventy-five percent (75%) of the abatement funds will be paid directly to counties and certain municipalities that participate in the settlement. Local government funds will be directly allocated to all participating counties, and all participating municipalities that: (a) have populations of 30,000 or more, (b) have filed lawsuits against the settling defendants, or (c) have public health departments. To promote efficiency in the use of abatement funds and limit the administratively burdensome disbursements of amounts that are too small to add a meaningful abatement response, smaller, non-litigating municipalities will not receive a direct allocation of settlement funds. The allocation percentages for each county and municipality were determined by counsel for the subdivisions negotiating the national settlement agreements and were calculated using data reflect the impact of the opioid crisis on the subdivision. Tribal nations are conducting separate settlement negotiations with the opioid companies.
- **State Fund.** Twenty-five percent (25) of the abatement funds will be paid directly to the State. Pursuant to state law, these funds will go into the special opioid abatement account to be overseen and distributed by the Opioid Epidemic Response Advisory Council. Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to

provide child protection services to children and families who are affected by addiction. The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

Some municipalities in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The state-subdivision agreement includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. Any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

### **Subdivision Participation**

It is vital for subdivisions to join the settlements during the initial sign-on period, which ends January 2, 2022. First, very high levels of subdivision participation nationally are necessary for the companies to move forward with the settlements and for everyone to benefit from them. Second, cities or counties cannot receive any portion of the direct settlement funds if they do not sign on to the settlements. Third, in order to maximize the settlement payments that come to Minnesota, full joinder by certain categories of counties and cities is needed. Finally, joinder during the initial sign-on period maximizes the amount of funds available to an individual city or county.

### **Next Steps**

Now: Cities and counties should have received a settlement notice with additional information about the sign on process, which begins by registering on the national settlement website: [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com). Registering is a necessary step toward participation in the settlements. The notice each subdivision received by mail and email provides its unique subdivision registration code, which must be used to register. Registering does not mean that the subdivision has accepted the terms of the national settlement agreements or the state-subdivision agreement.

Next: Each subdivision, via its local legislative body, should adopt a resolution that authorizes a representative of the subdivision to execute Minnesota's state-subdivision agreement and *both* subdivision settlement participation forms (Distributors and Johnson & Johnson), which are required to join the settlements. Cities and counties can obtain model resolutions by contacting the Association of Minnesota Counties or the League of Minnesota Cities. The resolutions should be submitted to the subdivisions' legislative body (*i.e.*, county commission or city council) for approval.



By January 2, 2022: After the appropriate resolution is passed by each subdivision, the authorized representative should sign the Minnesota Memorandum of Agreement, the Distributor Agreement, and the Johnson & Johnson Agreement. The Distributor and Johnson & Johnson agreements can be signed electronically via DocuSign. Subdivisions should receive an email with a link to sign electronically upon registering at [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com). Subdivisions are encouraged to sign onto the Minnesota Memorandum of Agreement and the settlement agreements as soon as possible to avoid scheduling challenges and to ensure that we meet the national subdivision participation threshold for the settlements to become effective.

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us), or left via voicemail at (612) 429-7126.



## The Office of Minnesota Attorney General Keith Ellison

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### Minnesota Opioid State-Subdivision Agreement Overview

#### What It Is

The Minnesota Memorandum of Agreement (MN MOA) governs how Minnesota will distribute settlement funds from two national settlements with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson. These settlements could bring more than \$296 million to Minnesota over an 18-year period to support state and local efforts to fight the opioid epidemic.<sup>1</sup>

#### How It Works

**Enables Minnesota to maximize resources to fight the epidemic.** For Minnesota to receive the maximum payout under the two national settlements, cities and counties must join the state and sign on to the MN MOA and the settlement agreements. To maximize resources flowing to communities on the front lines of the epidemic, the MN MOA directs settlement funds as follows:

- 75 percent to local governments, including all counties and 33 cities.
- 25 percent to the state, to be overseen and distributed by the Opioid Epidemic Response Advisory Council.

**Dedicates funds to addressing the opioid epidemic.** The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs to which these settlement funds must be dedicated.

#### Why It Matters

**Personal Cost.** More than 5,400 Minnesotans have died of opioid overdoses since 2000. The epidemic has torn families apart and ravaged communities, particularly American Indian populations and communities of color. Individuals, families, and communities continue to suffer, as the COVID-19 pandemic has caused a surge in both fatal and nonfatal overdose deaths.

**Accountability.** Opioid manufacturers and distributors created and fueled the opioid epidemic with irresponsible and misleading marketing and inadequate monitoring of these dangerous products. In addition to potentially over \$296 million to fight the epidemic, settlements with the three largest drug distributors in the country, as well as one of the largest manufacturers, will shine a light on these companies' conduct and help make sure nothing like this ever happens again.

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<sup>1</sup> The MN MOA also governs how opioid abatement funds from the bankruptcy resolutions with Purdue Pharma and Mallinckrodt are distributed within Minnesota. The \$296 million figure does not include payments from the Purdue Pharma and Mallinckrodt bankruptcies, which are not yet finalized.



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## **FREQUENTLY ASKED QUESTIONS ABOUT SETTLEMENTS WITH OPIOID DISTRIBUTORS AND JOHNSON & JOHNSON**

This document is intended to assist Minnesota subdivisions evaluating the settlement agreements resolving opioid claims with the three largest opioid distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and opioid manufacturer Janssen Pharmaceuticals, and its parent company, Johnson & Johnson (“J&J”) (collectively, the “Settlements”). This document is subject to being updated as additional information is gathered. The terms of the Settlements and the Minnesota Opioids State-Subdivision Memorandum of Agreement (“MN MOA”) are controlling and are not amended or in any way affected by this document. Copies of these settlements, agreement, and other materials can be found at the Attorney General’s website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids).

### **1. My city or county received a notice in the mail and by email about two opioid settlements. What do we do with this and how do we join the Settlements?**

The notice your city or county received relates to two Settlements resolving opioid claims against the country’s three largest drug distributors, McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Johnson & Johnson for their role in the opioid epidemic. The notice went out to all Minnesota counties, as well as cities that have a population greater than 10,000 and those that have filed lawsuits against these companies.

Under the Settlements, Minnesota and its cities and counties stand to receive up to \$296 million in Opioid Settlement Funds to fight the opioid crisis over the next 18 years, starting in early to mid-2022. The more cities and counties that join, the more the Distributors and J&J will pay under the Settlements.

The Notice you received should have a unique subdivision registration code. The Attorney General’s Office also sent your city or county a letter attaching this same registration code. Cities or counties must visit [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com) and use that code to register to receive participation agreements for the Settlements. You will then receive information about how to submit your Subdivision Settlement Participation Forms electronically via DocuSign. **You must submit two forms, one for each Settlement.**

### **2. How large are the Settlements?**

Under the terms of the Settlements, the Distributors and J&J will provide up to \$26 billion to states, cities, and counties throughout the country. The Distributors will make payments over a period of 18 years, and J&J will make payments over nine years.

**3. Is there a deadline for cities and counties to join the Settlements?**

Yes. Cities and counties should complete their Subdivision Settlement Participation Forms by **January 2, 2022**. Cities and counties that join after that date risk reducing the entire amount that goes to the State of Minnesota as well as having their own payments reduced.

**4. How many Minnesota cities and counties are engaged in litigation against the Distributors and J&J?**

Twenty-six counties and seven cities have filed lawsuits against the Distributors and/or J&J. Under the MN MOA (see additional information below), all 87 counties and every city that meets the eligibility criteria would receive settlement payments regardless of whether they filed lawsuits, but they must join the Settlements. The Settlements prohibit payments to counties or cities that do not join the Settlements.

**5. What is the status of these cases?**

All Minnesota city and county cases have been consolidated for pretrial proceedings into a Multi-District Litigation (MDL) in federal court in Cleveland, Ohio. The opioid MDL has roughly 3,000 lawsuits from nearly every state. The lawsuits allege that opioid manufacturers misrepresented the risks associated with prescription opioids; that opioid distributors did not properly monitor shipments of prescription opioids to pharmacies across the country; and that these actions contributed to the opioid epidemic that continues to ravage Minnesota and the rest of the country. Until the Settlements are finalized, these cases will remain pending.

**6. Has the State of Minnesota joined the Settlements?**

Yes. The Minnesota Attorney General's Office, together with the majority of state Attorneys General across the country, has signed on to the Settlements. Those Attorneys General, lawyers representing thousands of municipalities in the national opioid litigation, and the Association of Minnesota Counties, League of Minnesota Cities, and the Coalition of Greater Minnesota Cities strongly encourage cities and counties to join. Cities and counties that join will be helping to bring additional abatement resources to communities and families throughout the state for substance use prevention, harm reduction, treatment, and recovery.

**7. How much will Minnesota receive from the Settlements?**

Minnesota is eligible to receive a maximum payment of approximately \$296 million under the Settlements with the Distributors and J&J. The settlement funds are allocated among states based on population and the impact of the opioid crisis on each state, taking into account several public health measures. The precise amount of settlement funds Minnesota as a whole receives is highly dependent on the level of city and county participation and the avoidance of penalties that would result from cities or counties filing new lawsuits.

## **8. What is the Minnesota Opioids State-Subdivision Memorandum of Agreement?**

The MN MOA governs how Minnesota will distribute settlement funds from the Settlements with Distributors and J&J. It also governs how opioid abatement funds from the bankruptcy resolutions with Purdue Pharma and Mallinckrodt are distributed within Minnesota. The Purdue Pharma and Mallinckrodt bankruptcies are not yet finalized, and it is not yet known how much money will be coming to the state from these bankruptcies, although the Attorney General's Office expects the figure to be in the tens of millions.

## **9. Why is it so important to join the Settlements and the MN MOA?**

The opioid epidemic has taken the lives of more than 5,400 Minnesotans since 2000. The epidemic has torn families apart and ravaged communities, particularly American Indian populations and communities of color. Individuals, families, and communities continue to suffer, as the COVID-19 pandemic has caused a surge in both fatal and nonfatal overdose deaths.

The epidemic was fueled by irresponsible marketing and inadequate monitoring on the part of opioid makers and distributors. In addition to potentially over \$296 million to fight the epidemic, settlements with the Distributors and J&J will shine a light on these companies' conduct and help make sure nothing like this ever happens again. The MN MOA is an important step forward in holding these companies accountable and directing much-needed resources to communities across the state.

## **10. What are the most important features of the MN MOA?**

The Settlements require state and local governments to use the vast majority of settlement funds to address the opioid epidemic. Consistent with this principle, the MN MOA dedicates funds to that purpose. The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds (the "Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds" or the "panel"). The panel selected a comprehensive list of future opioid abatement and remediation programs to which these settlement funds must be dedicated, whether those funds are received by the State, cities, or counties.

The MN MOA also enables Minnesota to maximize resources to fight the epidemic. The MN MOA was designed to incentivize cities and counties to join in order to earn the maximum amount of payments from the Settlements. To maximize resources flowing to communities on the front lines of the epidemic, the MN MOA directs settlement funds as follows:

- 75 percent to local governments, including all counties and 33 cities.
- 25 percent to the state, to be overseen and distributed by the Opioid Epidemic Response Advisory Council.

**11. How does my city or county sign onto the MN MOA?**

The county board, city council, or equivalent legislative body can pass a resolution stating its intent to sign onto the MOA and directing the appropriate county or city official to execute the MOA. Sample resolutions are available from the Association of Minnesota Counties and the League of Minnesota Cities.

**12. If my city or county signs onto the MN MOA, does that mean it automatically signs onto the Settlements with the Distributors or J&J?**

No. A city or county that signs the MN MOA is agreeing to a framework for how settlement funds will flow in the event the Settlements become effective. However, the city or county must separately sign on to the Settlements in order to receive payments pursuant to the MN MOA.

**13. If my city or county joins the Settlements, will we receive direct payments?**

It depends. All counties that join are set to receive direct allocation under the terms of the MN MOA, as well as all cities that join and meet the following eligibility criteria:

- Have a population of 30,000 or more, based on the U.S. Census Bureau's Vintage 2019 population totals;
- Have funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency); or
- Have initiated litigation against the Distributors or J&J as of December 3, 2021.

The population threshold for non-litigating cities to receive a direct allocation of funds recognizes that the efficient delivery of opioid abatement services is hindered if the funds are divided into hundreds of small allocations. Even with potentially upwards of \$300 million coming into Minnesota, allocating funds among several hundred smaller cities and towns would result in minimal payments for most subdivisions, in many cases less than a few dollars a year. For that same reason, under the MN MOA cities allocated a share may elect to have their full share or a portion of their share instead directed to the county in which the city is located.

Although not all cities will receive a direct allocation of opioid abatement funds, those cities will still benefit from the opioid remediation efforts that take place in their communities. Moreover, under the MN MOA, each county receiving opioid settlement funds must consult annually with the cities in the county regarding use of the settlement funds. Finally, cities that are not eligible for a direct share may also request grants for opioid remediation programs from the state's opioid remediation fund, which are distributed via the Opioid Epidemic Response Advisory Council and the Department of Human Services.

**14. If my city or county joins, how much money will we receive?**

Under the terms of the MN MOA, local governments (including cities and counties) that join the Settlements will directly receive 75% of the total abatement funds, divided among the counties and eligible cities in the percentages reflected in Exhibit B to the MN MOA. The percentages reflected in Exhibit B are based upon the MDL's Opioid Negotiation Class Model. Experts and attorneys representing local governments in the MDL developed the allocation model based on nationally available federal data on opioid use disorder, overdose deaths, and opioid shipments into Minnesota, by region and community.

**15. When will my city or county get payments?**

Payments from the Settlements will begin to flow to the state and directly to cities and counties as soon as April 2022. The Distributors will make payments over a period of 18 years, and J&J will make payments over nine years. The J&J settlement provides for payments to be accelerated if cities and counties sign on early.

**16. How much money will the State receive, and where will it go?**

Under the terms of the MN MOA, the statewide abatement share is 25% of the total abatement funds. By statute, these funds will go into a special opioid abatement account and are designated to be used solely for opioid abatement purposes pursuant to the Approved Uses in the MN MOA, overseen and distributed by the Opioid Epidemic Response Advisory Council.<sup>1</sup>

**17. What about attorney fees?**

The state's investigation and litigation against the opioid industry is handled by government lawyers in the Attorney General's Office. No money from these Settlements will go to pay any state lawyers. Some cities and counties in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The MN MOA includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. The Backstop Fund is funded by a percentage of the local government share of

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<sup>1</sup> Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to provide child protection services to children and families who are affected by addiction. The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

settlement funds, and any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

**18. How will the money coming into Minnesota be tracked?**

The Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds agreed upon a set of reporting and compliance recommendations to make sure that the abatement money coming into Minnesota is effectively tracked and spent on strategies and programs that have a real impact in the state. The MN MOA will be supplemented to include provisions that will be mutually agreed upon by the State and cities and counties utilizing the panel's recommendations.

**19. Can a city join the Settlements even if it does not receive a direct allocation of abatement funds?**

Yes. The Settlements allow for all cities and counties to join, even ones that are not directly allocated amounts from the 75% local government share. For cities with populations greater than 10,000, joining the Settlements will assist Minnesota in earning the maximum amount possible.

Non-litigating cities with populations under 10,000 were not sent notices and are not able to use the DocuSign process, but may still want to join the Settlements. If such cities want to join the settlements, they can contact the Attorney General's Office to receive the subdivision joinder forms by emailing [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us).

**20. Does the MN MOA apply to matters other than the Distributor and J&J Settlements?**

Yes. The MN MOA replaces default provisions in the Purdue Pharma L.P. and Mallinckrodt plc bankruptcy plans. The Attorney General's Office anticipates that the Purdue Pharma and Mallinckrodt bankruptcy proceedings will provide tens of millions of additional dollars to Minnesota to support state and local efforts to address the opioid epidemic across the state. These funds will be distributed throughout the state according to the provisions MN MOA, just like the settlement funds from the Distributor and J&J Settlements.

**21. Do the Settlements require the companies to do more than pay money?**

Yes. In addition to paying billions of dollars, the companies are also required to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The Distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for suspicious orders. J&J will be prohibited from selling or promoting opioids for ten years.



**22. How do the Settlements and the MN MOA relate to the McKinsey settlement that was announced in February?**

The McKinsey settlement is separate from the Settlements with the Distributors and J&J, and from the Purdue and Mallinckrodt bankruptcy proceedings.

In February 2021, Attorney General Keith Ellison and other attorneys general from across the country reached a \$573 million settlement with one of the world's largest consulting firms, McKinsey & Company, over the company's role in advising opioid companies how to promote their drugs and profit from the opioid epidemic.

As part of the settlement with McKinsey, Minnesota will receive nearly \$8 million, \$6.6 million of which has already been paid. The remainder will be paid over four years. The entire settlement sum will be placed into the special opioid abatement account and used to abate the opioid crisis in the state.

**23. Apart from the Distributors and J&J Settlements, the Purdue and Mallinckrodt bankruptcy proceedings, and the recent McKinsey settlement, is there other opioid-related litigation brought by state and local governments?**

Yes. In addition to these cases, the Attorney General's Office continues to be engaged in multistate investigations and settlement negotiations with numerous other pharmaceutical manufacturers and distributors for violations of state consumer protection laws. The Office is leading nationwide efforts to ensure public disclosure of opioid-related documents, which are designed to achieve accountability, transparency, and prevention of future harm. The Office is also coordinating with the [Opioid Epidemic Response Advisory Council](#) to ensure any potential settlement funds are used as effectively as possible throughout Minnesota to remedy the ongoing opioid crisis.

**24. Where can I get more information about the Settlements?**

Cities or counties that hired attorneys to file opioid litigation should consult their attorneys. Additional information on the Settlements can be found at the national settlement website, [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com), or the Attorney General's website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). To speak with someone on the Attorney General's opioids team, email [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us) or call (612) 429-7126 and leave a voicemail.



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### Minnesota Opioids Settlement Checklist

Cities and counties must complete the following steps:

- Register your city or county on the national settlement website: [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com).
  - a. Notice with a unique registration code was sent to cities and counties in late September. If your city or county did not receive this notice or cannot find its unique registration code and wishes to participate in the settlements, contact the Attorney General's Office.
  - b. Once registered, your designated contact will receive settlement participation packets, including two (2) Subdivision Settlement Participation Forms – one for each of the Distributors and Janssen (Johnson & Johnson) settlements. The settlement sign-on forms can be completed electronically via DocuSign.
- Adopt a county board or city council resolution authorizing a representative of the subdivision to execute the following:
  - a. The Minnesota Opioids State-Subdivision Memorandum of Agreement (MN MOA)
  - b. The Distributor Subdivision Settlement Participation Form
  - c. The Janssen Subdivision Settlement Participation Form
- Have the authorized representative execute the following documents:
  - a. The MN MOA
  - b. The Distributor Subdivision Settlement Participation Form (via DocuSign)
  - c. The Janssen Subdivision Settlement Participation Form (via DocuSign)
- Return the following documents to the Attorney General's Office by email to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us):
  - a. Copy of the completed resolution passed by your city or county
  - b. Executed signature page for the MN MOA

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us), or left via voicemail at (612) 429-7126.

**RESOLUTION 2021-27**

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

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND  
AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

**WHEREAS**, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS**, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

**WHEREAS**, it is in the best interests of the State of Minnesota and the residents of the City of Birchwood Village, and the County of Washington, that the City participate in the national opioid litigation settlements.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Birchwood Village, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Birchwood Village.
2. The City of Birchwood Village supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Birchwood Village.
4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Resolution duly seconded and passed this 14<sup>th</sup> day of December, 2021.

Attest:

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

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

## **AGREEMENT**

### **1. PARTIES**

This agreement is made and entered into by and between the City of Birchwood Minnesota (“Municipality”) and Northeast Youth and Family Services (“NYFS”).

### **2. RECITALS**

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (“participating municipalities”) and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

### **3. TERMS AND CONDITIONS**

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
  
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
  
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
  - i. Report regarding proposed changes in services and programs to the Municipality; and
  - ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.
  
- d. Funding
  - i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
  
  - ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.

- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.
- e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.
- f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:
  - i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
  - ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
  - iii. On or before November 30, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services

provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.

- iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
- v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
- vi. Providing other reasonable information requested by the Municipality;
- vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
- viii. Provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.



g. Term. The term of this agreement will be through December 31, 2022. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.

- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this date set forth below.

**MUNICIPALITY**

**City of Birchwood**

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

Elected Official


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

Clerk/Manager/Administrator

Dated: \_\_\_\_\_

**NYFS**

**Northeast Youth & Family Services**

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

President/CEO

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

Chair of the Board of Directors

Dated: \_\_\_\_\_

11/2021

Northeast Youth & Family Services  
Municipal Participation Figures  
Exhibit A - 2022

	2020 - 6.8% Increase CPI-U			MN Demographer's Office Population Estimate 2018		2020 payment per capita		NYFS Board approved 2021 increase to \$2/person		% Increase 2021/2020		Municipal Budget 2021 Amount		NYFS Board approved 2022 3.0 CPI-U		% Increase 2022/2021		Community Advocate 2021 Amount		Community Advocate 2022 3.0 CPI-U		
	2020 - 6.8% Increase CPI-U	2020 - 6.8% Increase CPI-U	2020 - 6.8% Increase CPI-U	Population Estimate 2018	Population Estimate 2018	2020 payment per capita	2020 payment per capita	approved 2021 increase to \$2/person	approved 2021 increase to \$2/person	% Increase 2021/2020	% Increase 2021/2020	Municipal Budget 2021 Amount	Municipal Budget 2021 Amount	approved 2022 3.0 CPI-U	approved 2022 3.0 CPI-U	% Increase 2022/2021	% Increase 2022/2021	Community Advocate 2021 Amount	Community Advocate 2021 Amount	Community Advocate 2022 3.0 CPI-U	Community Advocate 2022 3.0 CPI-U	
Lauderdale																						
Falcon Heights	\$10,038.13			5,479		\$1.83		\$10,958.00		9.2%		\$10,958.00		\$11,286.74		3.00%						
Little Canada	\$17,605.98			10,386		\$1.70		\$20,772.00		18.0%		\$19,188.99		\$21,395.16		11.50%						
Mounds View	\$22,779.37			13,328		\$1.71		\$26,656.00		17.0%		\$26,656.00		\$27,455.68		3.00%						
New Brighton	\$41,567.63			23,119		\$1.80		\$46,238.00		11.2%		\$46,238.00		\$47,625.14		3.00%						
North Oaks	\$10,019.98			5,304		\$1.89		\$10,608.00		5.9%		\$10,608.00		\$10,926.24		3.00%						
Roseville	\$60,707.26			36,272		\$1.67		\$72,544.00		19.5%		\$72,544.00		\$74,720.32		3.00%						
St. Anthony	\$4,211.12			9,067		\$0.46		\$18,134.00		330.6%		\$11,211.12		\$18,678.02		66.60%						
Shoreview	\$49,554.13			26,480		\$1.87		\$52,960.00		6.9%		\$52,960.00		\$54,548.80		3.00%						
Birchwood	\$1,591.32			876		\$1.82		\$1,752.00		10.1%		\$1,752.00		\$1,804.56		3.00%						
Hugo	\$6,408.00			15,247		\$0.42		\$30,494.00		375.9%		\$6,408.00		\$15,247.00		137.94%						
Mahomet	\$14,015.36			8,040		\$1.74		\$16,080.00		14.7%		\$16,080.00		\$16,562.40		3.00%						
Vadnais Heights	\$22,460.04			13,198		\$1.70		\$26,396.00		17.5%		\$26,396.00		\$27,187.88		3.00%						
White Bear Lake	\$43,450.51			25,458		\$1.71		\$50,916.00		17.2%		\$50,916.00		\$52,443.48		3.00%						
White Bear Township	\$21,908.95			11,095		\$1.97		\$22,190.00		1.3%		\$22,190.00		\$22,855.70		3.00%						
Total	\$343,706.96			203,349.00		\$1.69		\$406,698.00		18.3%		\$374,106.11		\$407,415.38		8.90%						

2021 increase shared over 2 years  
Hugo splits their contribution between NYFS and another MH Agency in Forest Lake.

**Northeast Youth & Family Services  
2022**

**Contracted Services**

**Mental Health Services:**

*Shoreview and White Bear Lake Mental Health Clinics* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

*School-Based Mental Health* – licensed mental health staff provide therapy for the emotional health of students within Roseville, Mounds View and White Bear Lake school districts.

**Community Services:**

*Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.

*Elder Services Program* – telephone reassurance calls, home visits, resource navigation, chore and homemaking services to help area older adults connect to local resources and services, reduce isolation, promote mental health and wellness and live independently.

**Non Contracted Services**

**Mental Health Services:**

*Northeast Educational & Therapeutic Services (NETS)* – provides therapy and academic support for youth in grades 6-12 with severe mental illnesses who can not function in traditional school environments.

**Community Services:**

*Community Advocate* – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.

	A	B	N	O	P	Q	R	S
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>	<b>2022</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	\$512,000.00
43	NON-LEVY REVENUE		\$0.00	\$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	\$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>	<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>	<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	\$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	\$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>	<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	\$8,500.00
56	Employer Cont.-Retirement	100-41310-121		\$195.00	\$195.00	\$195.00	\$200.00	\$200.00
58	Medicare - Employer	100-41401-100		\$57.00	\$57.00	\$57.00	\$130.00	\$130.00
59	Social Security Employer	100-41401-100		\$242.00	\$242.00	\$242.00	\$530.00	\$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>	<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	\$43,000.00
67	Employer Cont.-Retirement	100-41401-121		\$9,100.00	\$5,000.00	\$5,000.00	\$4,200.00	\$3,250.00
69	Medicare - Employer	100-41401-100		\$943.00	\$960.00	\$1,200.00	\$850.00	\$650.00
70	Social Security Employer	100-41401-100		\$4,030.00	\$4,100.00	\$4,800.00	\$3,500.00	\$2,700.00
73	Other Pay (insurance stipend)	100-41401-100		\$6,000.00	\$6,000.00	\$6,216.00	\$0.00	\$0.00
76	Accounting (Assistant 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	\$18,000.00
78	Employer Cont.-Retirement	100-41401-121		\$1,000.00	\$700.00	\$600.00	\$2,640.00	\$0.00
79	Medicare - Employer	100-41401-100		\$105.00	\$200.00	\$150.00	\$515.00	\$300.00
80	Social Security Employer	100-41401-100		\$448.00	\$700.00	\$600.00	\$2,200.00	\$1,500.00
81	Contracted Services (SAV bank rec.)	100-41501-314					\$2,400.00	\$2,400.00
84	Office Support							
85	Wages and Salaries	100-41401-100			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
86	Medicare - Employer	100-41401-100			\$15.00	\$15.00	\$15.00	\$15.00
87	Social Security Employer	100-41401-100			\$60.00	\$60.00	\$62.00	\$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>	<b>\$72,877.00</b>

	A	B	N	O	P	Q	R	S
89	Elections							
90	Wages and Salaries	100-41410-100	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$0.00	\$0.00
91	Operating Supplies	100-41410-210	\$125.00	\$125.00	\$125.00	\$125.00	\$0.00	\$0.00
92	Contracted Services (Wash. Cty. JPA)	100-41410-314					\$4,750.00	\$5,510.00
93	Repair & Maint. Supplies	100-41410-220	\$500.00	\$500.00	\$500.00	\$500.00	\$1,140.00	\$1,140.00
95	Legal Notice Publication	100-41410-351	\$200.00	\$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>	<b>\$6,850.00</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	\$2,100.00
101	Office Equipment	100-41911-230	\$800.00	\$800.00	\$800.00	\$800.00	\$0.00	\$0.00
103	Contracted Services (Toshiba)	100-41911-314	\$375.00	\$625.00	\$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	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>	<b>\$2,725.00</b>
108	Financial Administration							
110	Fees (banking)	100-41501-437	\$400.00	\$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>	<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	\$6,500.00
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	\$3,100.00
118	Excess Liability	100-41945-369	\$1,000.00	\$855.00	\$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>	<b>\$10,455.00</b>
122	Assessing							
123	Contracted Services	100-41550-314	\$5,450.00	\$6,300.00	\$6,200.00	\$6,352.00	\$5,550.00	\$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	\$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	\$10,000.00
128	Planner Service							
129	Professional Services	100-41650-300						\$2,000.00
131	Planning & Zoning	100-41910-314	\$0.00					
132	<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>	<b>\$35,550.00</b>
133	City Training & Development							
134	Training (Admin & Council)	100-41914-310		\$2,005.00	\$2,500.00	\$3,500.00	\$3,000.00	\$3,000.00
135	Travel & Subsistence (Admin trainings)	100-41914-334		\$600.00	\$1,200.00	\$1,200.00		
136	Dues & Subscriptions (LMC memberships, etc.)	100-41914-433	\$1,040.00	\$215.00	\$220.00	\$1,300.00	\$1,040.00	\$1,105.00
138	Grants - Counseling Center (NYFS)	100-41905-438	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,805.00
139	<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>	<b>\$5,910.00</b>

	A	B	N	O	P	Q	R	S
140	City Hall-Gov't Buildings							
141	Repair, Operating & Maint. Supplies	100-41940-220	\$500.00	\$500.00	\$765.00	\$765.00	\$765.00	\$810.00
143	Contracted Services (janitorial)	100-41940-314	\$600.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
145	Utility Services	100-41940-380	\$4,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
146	Buildings & Structures	100-41940-520						
147	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	\$5,250.00
148	Contracted I.T. Software (Microsoft & iDrive)	100-41940-320						\$900.00
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>	<b>\$10,560.00</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>	<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>	<b>\$157,187.00</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	\$64,805.00
162	Fire							
163	Contracted Services	100-42201-314	\$20,000.00	\$21,139.00	\$22,000.00	\$29,715.00	\$29,545.00	\$32,845.00
164	Building Inspection (non levy)							
166	Contracted Services	100-42401-314	Non Levy	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	Non Levy
168	Other Protection							
169	Contracted Services (Code Red)	100-42801-314	\$150.00	\$100.00	\$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	\$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>	<b>\$98,750.00</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	\$10,000.00
183	Street Sweeping	100-43103-314	\$4,000.00	\$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>	<b>\$14,000.00</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	\$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	\$2,000.00
193	Fees (mpca)	100-43150-437	\$400.00	\$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>	<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	\$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	\$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>	<b>\$22,000.00</b>

	A	B	N	O	P	Q	R	S
199	Water Utility							
200	Refunds & Reimbursements	100-43180-810				Non Levy	Non Levy	Non Levy
201	Sewer Utility							
202	Refunds & Reimbursements	100-43190-810				Non Levy	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>	<b>\$53,400.00</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	Non Levy
209	Community Events (Volunteer Recognition)	210-45101-440	\$1,500.00	Non Levy	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>	<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	\$21,500.00
213	Employer Cont.-Retirement	100-45207-121			\$1,560.00	\$850.00	\$850.00	\$850.00
217	Medicare - Employer	100-41401-100		\$70.00	\$450.00	\$450.00	\$450.00	\$450.00
218	Social Security - Employer	100-41401-100		\$300.00	\$1,780.00	\$1,780.00	\$1,780.00	\$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	\$2,100.00
225	Contracted Services (porta potty)	100-45207-314	\$2,000.00	\$3,000.00	\$2,500.00	\$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	\$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>	<b>\$29,980.00</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>	<b>\$29,980.00</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	\$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	\$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	\$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	\$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>	<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	\$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>	<b>\$2,000.00</b>



	A	B	N	O	P	Q	R	S
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	\$2,000.00
262	Transfer to Capital Projects Fund	100-49360-722	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
263	Sewer L/S I Project	100-49365-530				\$100,000.00	\$100,000.00	\$100,000.00
264	Village Hall Restoration	100-41940-220						\$17,883.00
266	<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>	<b>\$149,883.00</b>
	<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>	<b>\$512,000.00</b>
267								
268								
269								
270								
271	Levy					<u>2019</u>	<u>2020</u>	<u>2021</u>
272	Proposed \$\$ Change					\$ 364,000	\$ 488,500	\$ 512,000
273	Proposed % Change					\$ 9,500	\$ 124,500	\$ 23,500
274						2.68%	34.20%	4.81%
275								0.00%
276								

**RESOLUTION 2021-29**

**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 2022**

**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 2022, 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 14th day of December 2021.

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

Attest:

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

**RESOLUTION 2021-30**

**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 2022**

**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 14<sup>th</sup>, 2021 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 2022 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 2022, 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 14th day of December 2021.

\_\_\_\_\_  
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
8167-00		Owner Occupied	136 WILDWOOD AVE	30-030-21-22-0017	\$1040.00
8169-01		Owner Occupied	138 WILDWOOD AVE	30-030-21-22-0018	\$99.76
8238-01		Owner Occupied	300 WILDWOOD AVE	30-030-21-21-0062	\$156.73
8243-01		Owner Occupied	310 WILDWOOD AVE	30-030-21-21-0065	\$692.23
8251-02		Owner Occupied	312 WILDWOOD AVE	30-030-21-21-0066	\$601.49
8279-01		Owner Occupied	288 JAY ST	30-030-21-42-0050	\$193.10
8280-01		Owner Occupied	289 JAY ST	30-030-21-42-0053	\$231.38
8290-00		Owner Occupied	297 JAY ST	30-030-21-42-0057	\$1545.87
8371-01		Owner Occupied	725 BIRCHWOOD AVE	30-030-21-42-0021	\$385.00
8377-01		Owner Occupied	232 CEDAR ST	30-030-21-24-0066	\$884.74
8393-00		Owner Occupied	105 CEDAR ST	30-030-21-22-0056	\$225.31
8468-00		Owner Occupied	176 CEDAR ST	30-030-21-23-0052	\$403.29
8469-00		Owner Occupied	1 OAKVIEW CT	30-030-21-23-0025	\$90.36
8475-00		Owner Occupied	6 OAKVIEW CT	30-030-21-24-0060	\$894.65
8606-00		Owner Occupied	419-A WILDWOOD AVE	3003021130043/300 3021130075	\$86.26
8690-01		Owner Occupied	15 OAKRIDGE DR	30-030-21-23-0039	\$1085.95
8692-00		Owner Occupied	23 WILDWOOD AVE	19-030-21-33-0022	\$129.31
					\$8745.43

**CITY OF BIRCHWOOD VILLAGE  
STATE OF MINNESOTA**

**RESOLUTION 2021-31**

**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 14, 2021, 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 by end of day December 15, 2021, the delinquency will not be certified to the county.
3. After December 15, 2021, 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 14th day of December 2021.

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

Attest:

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

**ORDINANCE 2021-12-01**

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

**AN ORDINANCE AMENDING PUBLIC LAKE TRACTS  
IN CITY CODE**

The City Council of the City of Birchwood Village hereby ordains that Chapter 617 (Public Lake Tracts) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

**SECTION 617. PUBLIC LAKE TRACTS**

617.370 **Boat Slip Permits.** Use of a boat slip on a Public Lake Tract shall require a Dock Association Boat Slip Permit. The Dock Association shall manage the assignment of Boat Slip Permits on docks installed on its Public Lake Tracts as follows:

- (1) On November 15 of each year, the Dock Association shall determine if each boat slip permit holder is eligible for a boat permit slip for the following year, and if so, send written notice to each permit holder to renew their permit for the next boating season. Failure to reply and pay the Boat Slip permit fee and provide proof of insurance by December 15 of that same year will result in forfeiture of any remaining Boating Seasons for such permit holder.
- (2) The Dock Association shall assign any Boat Slip Permits that are not renewed by December 15, shall be filled according to the provision set out in 617.410 by March 1 for the following boating season.
- (3) Boat Slip permits shall be assigned by Dock Association by March 1 of each boating season and shall be valid for the boating season if the requisite fee has been paid and proof of insurance in compliance with 617.390(2) are provided to the Dock Association.
- (4) Boat Slip Permits are not transferable or assignable by the holder.
- (5) Boat Slip Permits may not be used for any commercial purpose.
- (6) No person or household shall be permitted more than one (1) boat slip on the Public Lake Tracts.
- (7) The maximum number of years an individual or household may use a Boat Slip Permit is six (6) continuous full Boating Seasons. A Boat Slip permit holder may begin another six year period if no other applicants on the Boat Slip Wait List desire that assigned boat slip.
- (8) The Dock Association shall maintain an up-to-date list of individuals assigned a Boat Slip Permit that includes their accrued number of years of use and provide that list as part of its yearly Dock permit application.

- (9) Upon a Dock Association member reaching the maximum number of years of Boat Slip Permit, said Dock Association member shall relinquish his or her Boat Slip Permit, and his or her years of accrued use shall be set back to zero years. Thereafter, said Dock Association member may submit an application for the Boat Slip Waiting List pursuant to the provisions of Section 617.400.
- (10) An individual may voluntarily relinquish their Boat Slip Permit at any time but shall be required to reapply to be added to the Boat Slip Waiting List pursuant to Section 617.410 to regain a Boat Slip Permit.
- (11) The Dock Association shall have the discretion to determine the physical boat slip to be used by each individual who has a valid Boat Slip Permit. The Dock Association shall assign slips as to maximize the useable number of boat slips. The City reserves the right to monitor the Dock Association's boat slip assignment process and to recommend changes to the Dock Association's boat slip assignment process.
- (12) The maximum number of boat slips that can be approved by the City for each of its Public Lake Tracts is as follows:
  - a. Curt Feistner Beach – ~~10~~
  - b. Ash Beach – 8
  - c. Birch Beach – 10
  - d. Elm Beach – 6
  - e. Dellwood Beach – 8
  - f. Kay Beach – 0



## **CITY OF BIRCHWOOD VILLAGE MEMORANDUM**

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**TO:** Andy Gonyou, City of Birchwood Village Administrator

**FROM:** Thatcher Engineering, Inc.

**DATE:** December 8, 2021

**REGARDING:** Lake Link Trail – Hall Avenue

**LOCATION:** Hall Avenue, Birchwood Village, MN 55110

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### **BACKGROUND AND PURPOSE**

In accordance with the City Council request, Thatcher Engineering Inc. (TEI) has prepared this memorandum. The purpose is to determine if maintenance work is needed on Hall Avenue and if the work will directly result in benefits to the Lake Links trail route.

The City of Birchwood Village (City) owns, maintains and replaces the streets in the City including Hall Avenue.

### **OBSERVATIONS**

On December 1, 2021, I observed the following in some locations on Hall Avenue:

1. The ground adjacent to the street is lower than the street surface by approximately 2 inches or more.
2. The edge of the street has small cracks.
3. The ditches have completely filled in or have insufficient depth.
4. No part of Hall Avenue has a gravel shoulder.

### **ANALYSIS**

The locations where the ground adjacent to the street is lower than the street surface are public safety issues because cars and bicycles can drop off the pavement.

The small cracks at the edge of the street will become large cracks, which will reduce the structural integrity of the street and shorten its useful life as will the ditches that have completely filled in or have insufficient depth.

## **TEI's OPINION**

Based on my observations and my 45 years of experience, maintenance work on Hall Avenue is needed for the following reasons:

1. To protect public safety.
2. To protect the structural integrity of the existing street.
3. To prolong the useful life of the street.

Also, it is TEI's opinion that the work will directly result in benefits to the Lake Links trail route for the following reasons:

1. Enhanced safety.
2. Keeps vegetation away from the trail path.
3. Creates a better multi-use space for bikes and vehicles to share the road.

## **MAINTENANCE PROJECT DESCRIPTION**

The maintenance work will consist of maintenance of the shoulder, including adding gravel, and excavation of a shallow ditch. This is a one-time project that will last many years.

## **MAINTENANCE WORK ESTIMATED COST**

The estimated cost of the maintenance work is \$35,000.00.

## **ALTERNATIVE SOLUTION**

An alternative solution is to do nothing.

This alternative is not viable because of the following:

1. Doing nothing means that public safety will not be protected, structural integrity will not be protected, the useful life of the street will not be prolonged, and will cost more than doing the maintenance work.
2. Doing nothing means that no benefits to the Lake Links trail route will occur including no enhanced safety, no vegetation away from the trail path and no better multi-use space for bikes and vehicles to share the road.

## **FUNDING**

TEI understands that the City will use a grant to fund the work and no property owners will be assessed.

## **SCHEDULE**

The work can start in the spring of 2022 when weather conditions permit.

## **CONCLUSION**

The maintenance work is needed to protect public safety, protect the structural integrity of the existing street, prolong the useful life of the street, and save money.

Also, the work is needed to benefit the Lake Links trail route for enhanced safety, keep vegetation away from the trail path and creates a better multi-use space for bikes and vehicles to share the road.

The proposed maintenance work is necessary, cost-effective and feasible, and thus the maintenance work should be done as proposed.

## **RECOMMENDATION**

TEI recommends the following to the City of Birchwood Village:

1. Do the recommended maintenance work on Hall Avenue.
2. Consider sending a notice to the property owners adjacent to the work that informs them of the proposed work and schedule and that they will not be assessed for the work.
3. Notify the utility companies including gas, electric and cable companies that the City plans this street maintenance work in 2022, and suggest that if they have plans to conduct any work in the streets in the next 5 years, they conduct the work before the City starts this work.



# MEMORANDUM



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**TO:** Birchwood Village City Council  
**FROM:** Andy Gonyou, City Administrator  
**SUBJECT:** 2022 Fee Schedule  
**DATE:** December 9, 2021

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Dear Council Members,

While the City does not formally adopt a new fee schedule until the first regular meeting of the year (so the 2022 Fee Schedule will be considered and adopted in January 2022), I wanted to put the current Fee Schedule in front of you in advance to request input on any changes the Council believes may be needed.

One example I have is:

1. I will be putting forth a request on the January 2022 agenda to increase the fees for City Engineer from \$85 per hour to \$100 per hour. The City Engineer (Steve Thatcher) has not had a fee increase with the City of Birchwood Village since 2013 and this increase would fall in line to match the overall cost of living increase based upon data from the Federal Bureau of Labor Statistics.

Thank you,  
Andy Gonyou  
City Administrator-Clerk

## CITY OF BIRCHWOOD VILLAGE 2021 FEE SCHEDULE

All fees in this schedule are subject to “Other Inspections and Fees” (under Additional Fees) when required by the City

### GENERAL FEES

Compact Disk.....	\$1.00 per disk
Copies (Black and White).....	\$0.25 per page 8 ½ x 11 and 8 ½ x 14
	\$0.35 per page 11 x 17
Copies (Color).....	\$1.00 per page
Chicken / Pig License.....	\$10.00 for two years; late fee after Feb. 15
Dog License.....	\$20.00 bi-annual; late fee after Feb. 15
Facsimile.....	\$1.00 first page; \$0.50 each additional page
Hall Rental.....	\$25.00 plus \$100.00 refundable deposit
Postage & Envelopes for Mailings & Public Hearing Notices...	\$1.00 plus postage
Public Property Access Limited License (§607.235).....	\$50.00
Returned Check.....	\$30.00

### DOCK ASSOCIATION FEES

Dock Permit Fee: \$750 (\$650 per boat slip user plus \$100 per stored boat lift) payable in full by April 1 of the boating season. In the event of low water, the fee shall be at least the fee amount multiplied by the number of boat slip users at the end of the previous boating season or the number of boat slip users for the following boating season, whichever is greater.

### SMALL CRAFT STORAGE FEES

Annual Small Craft Permit.....	\$30.00*
Use of Small Craft Rack without a Permit.....	\$75.00
Small Craft Removal Fee.....	\$50.00
Post Boat Storage Boating Season Violation Fee.....	\$25.00 per diem

\*waived upon proof of adjusted annual gross income of \$35,000 or less.

### PLANNING AND ZONING FEES\*

Comprehensive Plan Amendment Application Fee.....	\$500.00
Conditional Use Permit Application Fee.....	\$400.00
Home Occupation Permit Application Fee.....	\$100.00
Interim Use Permit Application Fee.....	\$400.00
Planned Unit Development Application Fee.....	\$650.00
Rezoning Application Fee.....	\$650.00
Subdivision: Minor Subdivision/Lot Split Application Fee.....	\$225.00
Subdivision Preliminary Plat Application Fee.....	\$450.00
Street Vacation.....	\$150.00
Variance Application Fee.....	\$600.00
Preliminary Plat Application Fee.....	\$1,000.00
Final Plat Application Fee.....	\$1,000.00

**\*subject to additional fees infra**

Zoning Permits: Shed, Driveway, or Fence.....\$30.00  
 - (plus City Engineer’s review time and materials)  
 Right-of-Way Permit Application Fee.....\$250.00  
 - (plus time and materials for Engineer’s review time extending beyond two hours; plus time and materials for utility locates)

**PERMIT ESCROWS FOR DAMAGE**

Subdivision.....\$10,000  
 Lot Split.....n/a  
 Variance.....\$3000  
 Conditional Use Permit.....\$3000  
 (amended and new)  
 All other Land uses\*.....\$3000  
 (Including building, driveway, grading, fence and retaining wall permits)

\*Unless specifically exempted by the City Administrator and/or Building Official pursuant to Chapter 301.055.

**BUILDING PERMIT FEES**

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$29.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00 or fraction thereof.
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**DEMOLITION AND WRECKING OF BUILDINGS FEES**

\$25.00 for the first 1,000 square feet, plus \$10.00 for each additional 1,000 square feet or fraction thereof. The minimum permit fee is \$25.00.

**SEAL COATING FEES**

\$4.50 per linear foot of roadway

**GRADING FEES**

Plan Review Fees:

<u>100 cubic yards or less</u>	<u>No fee</u>
<u>101 to 1,000 cubic yards</u>	<u>\$40</u>
<u>1,001 to 10,000 cubic yards</u>	<u>\$50</u>
<u>10,001 to 100,000 cubic yards</u>	<u>\$50 for first 10,000 cubic yards</u> <u>\$25 for each additional 10,000 or fraction thereof.</u>
<u>101,000 to 200,000 cubic yards</u>	<u>\$300 for first 100,000 cubic yards</u> <u>\$15 for each additional 10,000 or fraction thereof.</u>
<u>200,001 cubic yards or more</u>	<u>\$400 for first 200,000 cubic yards</u> <u>\$10 for each additional 10,000 or fraction thereof.</u>

Permit Fees:



<u>100 cubic yards or less</u>	<u>\$25</u>
<u>101 to 1,000 cubic yards</u>	<u>\$40 for first 100 cubic yards</u> <u>\$25 for each additional 100 or fraction thereof.</u>
<u>1,001 to 10,000 cubic yards</u>	<u>\$200 for first 1,000 cubic yards</u> <u>\$20 for each additional 1,000 or fraction thereof.</u>
<u>10,001 to 100,000 cubic yards</u>	<u>\$350 for first 10,000 cubic yards</u> <u>\$75 for each additional 10,000 or fraction thereof.</u>
<u>101,000 cubic yards or more</u>	<u>\$1,000 for first 100,000 cubic yards</u> <u>\$40 for each additional 10,000 or fraction thereof.</u>

**UTILITY CONNECTION FEES**

Buildings or dwellings existing or constructed in the City of Birchwood Village must connect to the municipal water and sanitary sewer system so long as it is reasonably available. Prior to connecting to public utilities, the owner or representative must pay the following fees:

- (a) Metropolitan Council Sewer Access Charge SAC fee as established by the Metropolitan Council per state statute MN 473.517.
- (b.) City Sewer Connection (SAC) Fees.
  - (1) Per lot.....\$3,500.00
- (c ) Water Connection (WAC) Fees
  - (1) Per lot.....\$5,500.00

**CERTIFICATE OF OCCUPANCY**

If a permit shall require a certificate of occupancy, a fee of \$10.00 shall be paid at the time of issuance.

**PLUMBING PERMIT FEES**

Plumbing Fixture Unit Fees:

Residential fee (minimum permit fee) .....	\$25.00
Non-Residential fee (minimum permit fee) .....	\$35.00
For each fixture or fixture opening.....	\$10.00
For each gas piping outlet, stove, dryer etc. ....	\$5.00
For each water heater and/or vent.....	\$30.00
For each lawn sprinkler system backflow protection device.....	\$20.00
For each atmospheric-type vacuum breaker.....	\$1.00
For each backflow protection device (other than items 6 & 7) .....	\$20.00
Clothes washers: First five or less.....	\$20.00
For each additional unit.....	\$7.00
For each flammable waste trap or catch basin.....	\$5.00
For each sewage ejector.....	\$15.00
For each water softener.....	\$20.00
For each ground run for existing buildings.....	\$15.00
For each water distribution piping extension or alteration.....	\$20.00
For each rainwater leader.....	\$10.00
Main gas line.....	\$10.00

Sewer and Water: Unit Fee Schedule:

Street excavation/refundable deposit.....	\$25.00/\$1,500
For each water tap.....	\$20.00
For each sewer tap.....	\$20.00
For each residential water line installation or repair.....	\$30.00
For each residential sewer line installation or repair.....	\$30.00

For each non-residential water line installation or repair.....	\$45.00
For each non-residential sewer line installation or repair.....	\$45.00
For each hydrostatic and conductivity test.....	\$45.00
Storm Sewer.....	\$30.00

Value-Based Repairs/Alterations: Unit Fee Schedule:

Repair or alteration of any plumbing system based on value:

-First \$100.00 (of value) .....	\$15.00
-For each additional \$100.00 (of value) or fraction thereof.....	\$2.00

Backflow Protection Test Filing Fee: For each RPZ or double check/double gate valve.....\$15.00

**HEATING PERMIT FEES**

For the installation of any new or replacement central heating and/or air conditioning system, or in floor heating with heat source, the permit fee is 1% of estimated cost or the minimum, whichever is greater.

Minimum Fee - Heating system.....	\$60.00
Minimum Fee - Air Conditioning.....	\$30.00
Minimum Fee - Heating and Air Conditioning.....	\$90.00

(a) For each appliance or piece of equipment regulated by the code, but not classed in other appliance categories, or for which no other fee is listed in the code, the fee is 1% of the estimated cost or \$25.00, whichever is greater.

(b) For the extension or alteration of ductwork in one and two family dwellings whereby the work is supplemental to a current building permit, the permit fee is 1% of the estimated value or \$20.00, whichever is greater.

(c) For the installation or alteration of each process piping system, the fee is 1% of the estimated value or \$30.00, whichever is greater.

(d) For the installation of a fireplace, the fee is 1% of the estimated cost or \$25.00, whichever is greater.

(e) For a review of plans and other data the fee is equal to 25% of the permit fee or \$ ##.00, whichever is greater.

**ELECTRICAL FEES**

Electrical fees shall be applied as established in Minnesota Statutes Section 326B.37.

**FIRE SPRINKLER SYSTEM FEES**

- (a) For each fire suppression cooking hood extinguisher system.....\$30.00
- (b) For each bath or tank system.....\$30.00
- (c) For each automatic fire suppression system
  - 1 to 10 heads, including risers.....\$30.00
  - Each additional 10 heads or fraction thereof.....\$3.00
- (d) For each on site fire hydrant.....\$35.00
- (e) Building standpipe systems per building.....\$50.00
- (f) Fire Alarm.....\$30.00
- (g) Fire Permit Plan Review Fee.....50% of the permit fee

**STATE SURCHARGE FEES**

If the fee for the permit issued is fixed in amount the surcharge is equivalent to one-half mil (0.0005) of the fee or \$5.00, whichever amount is greater. For all other permits the surcharge is as follows:

VALUATION OF STRUCTURE, ADDITION OR ALTERATION	SURCHARGE COMPUTATION
\$1,000,000 or less	.0005 x valuation
\$1,000,000 to \$2,000,000	\$500 + .0004 x (Value - \$1,000,000)
\$2,000,000 to \$3,000,000	\$900 + .0003 x (Value - \$2,000,000)
\$3,000,000 to \$4,000,000	\$1200 +.0002 x (Value - \$ 3,000,000)
\$4,000,000 to \$5,000,000	\$1400 +.0001 x (Value - \$ 4,000,000)
Greater than \$5,000,000	\$1500 +.00005 x (Value - \$ 5,000,000)

**BUILDING MOVING FEES**

The fee to move a building from its present location in Birchwood to any other site, whether or not the new site is within Birchwood, shall be \$100.00.

**WATER AND SEWER RELATED FEES**

Water Use.....	\$21/Qtr base fee plus:
Tier 1 - \$2.56 per additional 100 cubic feet (CF) up to 800 CF;	
Tier 2 - \$2.95 per additional 100 CF after 801 up to 2,000 CF;	
Tier 3 - \$3.39 per additional 100 CF after 2,001 up to 4,000 CF;	
Tier 4 - \$3.91 per additional 100 CF after 4,001 up to 10,000 CF;	
Tier 5 - \$4.48 per additional 100 CF after 10,000 CF;	
State Surcharge - \$1.59	
Sewer Fee (metered, quarterly) .....	\$36.00 base fee
PLUS: \$3.37 per 100 CF based on first quarter water consumption	
Sewer Fee (unmetered, quarterly).....	\$80.00
Outside sewer/water installation or repair permit.....	\$60.50
Turning water service on or off at street.....	\$150.00
Water Meter Replacement (time and materials) .....	\$400.00 (plus \$150/hr after first hour)
Self-install (approval required).....	\$200.00
Utility Bill Late Fee.....	.5% of the unpaid balance
ACH Discount.....	\$2/Qtr
Utility Account Fees – Open.....	\$25.00
Close.....	\$25.00

**ADDITIONAL FEES**

Late Fee: In the event a person shall engage in conduct for which a permit or license is required without first paying the appropriate fee and obtaining the permit or license, the fee established shall be tripled or \$50, whichever is greater.

Additional Fee: An additional fee, not to exceed actual expenses or the original amount of the fee (whichever is less), shall be paid if the City Council determines that the applicant has changed the project after submission of the initial application, or if it is necessary to conduct an excessive number of re-inspections of the project in order to ensure compliance with the City Code or the terms of the permit of license.

Fines: Payment of any late fee or additional fees shall be in addition to any fines that may be imposed for violation of the City Code.

Additional fees paid when incurred by the City (examples below)

Other Inspections and Fees: All fees in this schedule are subject to the following charges when required by the City:

Building Official

- Inspections outside of normal business hours (min. charge – two hours) .....\$63.25 /hr\*
- Re-inspection fee .....\$63.25 /hr\*
- Inspection for which no fee is specifically indicated (min. charge – ½ hour).....\$63.25 /hr\*
- Plan Review.....65% of the building permit fee
- Additional plan review for changes, additions or revisions to plans (min. ½ hour).....\$63.25 / hr\*

Engineer

- Consult and/or plan review (bldg., zoning, C.U.P., variance, etc.).....\$85.00 /hr\*
- Inspections or both.....actual costs\*\*

Planner

- Consult and/or plan review (bldg., zoning, C.U.P., variance, etc.).....\$100.00 /hr\*
- Inspections or both.....actual costs\*\*

Attorney

- Consult, review and/or analysis.....actual costs\*\*

Other Professionals

- Consult, review, and/or inspect.....actual costs\*\*

\*Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, as well as any consulting fees

\*\*Actual cost includes administrative and overhead costs, and attorney consultant review and analysis expenses

**REFUNDS**

The City will refund ½ of the fee for the permit or license if the applicant requests a refund within 15 days after the fee is paid and no action has been taken by the City on the request for the permit or license.

# MEMORANDUM



**TO:** Birchwood Village City Council  
**FROM:** Justin McCarthy, City Councilmember  
**SUBJECT:** Maintenance Code Option  
**DATE:** November 3, 2021

Dear Mayor & City Council Members,

During July's regular Council meeting, we discussed proposals for a maintenance code. During the meeting it was decided that I should meet with Alan to flesh out some concerns I had with the proposed code. After some research, it appears that many of the provisions we were proposing to add are already covered by Birchwood code. For example, Birchwood already has the following ordinance:

**404.080. REQUIREMENTS FOR SAFE AND SANITARY MAINTENANCE OF DWELLINGS AND DWELLING UNITS.**

**1. Structural Soundness.**

*a. Members - Every foundation, door, outer wall, ceiling and roof shall be weather tight, water tight, and rodent proof, shall be capable of affording privacy, and shall be kept in good repair.*

*b. Openings - Every window, exterior door and basement hatchway or stairway shall be weather tight, water tight and rodent proof and shall be kept in good working condition and repair.*

*c. Stairs and Porches - Every inside and outside stair and handrail, and every porch and porch rails shall be so constructed as to safely support the maximum load that normal use may require and shall be kept in safe condition and good repair at all times. The Housing Inspector may require a handrail for each stair if deemed necessary.*

*d. Every stairway of more than 3 risers must have a handrail of height corresponding to State Statute requirements and be safely enclosed to handrail height.*

**2. Mechanical Soundness of Plumbing.** *All plumbing shall comply with the State Plumbing Code.*

**3. Exits.** *Every dwelling unit shall have a safe, unobstructed means of egress leading to safe and open space ground level, as required by the Minnesota Statutes and the Code of the City.*

**4. Effectiveness.** *Every supplied facility, piece of equipment, or utility which is required under this Section shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.*

While the proposed maintenance code is more thorough and comprehensive than what we currently have in the code, I believe most of the major points of the maintenance code are already somewhat addressed by one or more sections of existing Birchwood code. Therefore, I recommend that we not pass a new maintenance code, but instead, work with the existing code. I have included, as Exhibit A, a table mapping the provisions of the maintenance code with existing Birchwood code; and Exhibit B, the proposed maintenance code from the July meeting.

I have also included a copy of 404 and included some suggested amendments. These amendments remove unused definitions, fix some mistakes (e.g., changed rat to rodent in 404.090), clarify that the Housing Appeal Board is the City Council unless the City Council decides to appoint a different Appeal Board, clarify that the City Clerk will handle scheduling appeal hearings, and finally clarify some rules on the hearings.



Proposed Maintenance Code	Birchwood Code (Existing)
301	404.090(1); 404.040
302	404.090(1)
303	404.090(2)
304	402
305	402
306	402
307	404.050(2)
308	404.090(1)
310	402.090(1)
311	NONE
312	404.090
313	402.090
402 (kitchen)	NONE
403	404.050(1)
404	404.050(1)
405	404.050(1)
406	404.080(1)
407	NONE (may be covered by 404.080(3))
502	404.080(1)
503	404.080(1)
504	404.050(3)
505	404.080
506	NONE
507	NONE
508	404.080
509	404.080(4)
510	NONE
511	NONE

## 404. HOUSING

404.010. TITLE. This chapter shall be known and may be cited and referred to as the Minimum Standards Housing Ordinance of the City.

404.020. APPLICATION. The provisions of this chapter shall apply to all buildings or portions thereof used, or designed or intended to be used, for human habitation.

404.030. DEFINITIONS. Certain words or terms in this chapter are defined for the purpose hereof as follows: words used in the present tense include the future; words used in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural number the singular; the words "dwelling", "dwelling unit #", or "premises" include the words "or any part thereof".

1. Approved. Shall mean approved by the Inspector of Buildings appointed to enforce the provisions of this chapter.
2. Half-Basement or lower level. A portion of a building located partly underground but having less than one-half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
3. Basement. A portion of a building located partly or wholly underground and having one-half or more of its clear floor-to-ceiling height below the average grade of the adjoining ground.
4. Dwelling. Any building or structure, or part thereof, which is used or intended to be used for living or sleeping.
5. Dwelling Unit. A room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping and cooking.
6. Extermination. The control or elimination of insects, rodents or other pests by eliminating their harborage, by removing or making inaccessible materials that may serve as their food, by poisoning, spraying, fumigating or trapping, by blocking their access to a dwelling, or by any other recognized and legal pest elimination methods approved by the City, pursuant to the appropriate Code.
- ~~7. First Story. That story of a dwelling at or next above the average grade of adjoining ground.~~

~~8-7.~~ Garbage. Discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

~~9.8.~~ Habitable Room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

~~10.9.~~ Housing Appeals Board. Defined in 404.140.

~~11.10.~~ Housing Inspector. Shall mean the Inspector of Buildings of the City of Birchwood Village, appointed to enforce the Code.

~~12.11.~~ Infestation. The presence, within or around a dwelling or in or near waste disposal containers, of any insects, rodents or other pests.

~~13. Light Housekeeping. The use of a room or rooms for combined living, sleeping and dining purposes by individuals or groups of persons having part of a dwelling such as stairs or halls in common but living independently of each other and doing their cooking upon the premises, whether in the same or in other units, as distinguished from a dwelling unit or apartment having normal kitchen and toilet facilities.~~

~~14. Light Housekeeping Unit. The room or rooms occupied for light housekeeping purposes by one individual or group of persons living independently of other such individuals or groups.~~

~~15.12.~~ Occupant. Any person living, sleeping, cooking or eating in or having possession or use of a dwelling unit.

~~16.13.~~ Owner. Any legally responsible person who alone or jointly or severally with others:

- a. Has legal title to any dwelling with or without actual possession thereof; or
- b. Has charge, care or control of any dwelling as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the owner shall be bound to comply with the provisions of this Code to the same extent as if he were the owner.

~~17.14.~~ Person. Shall include any individual, firm, corporation, association or partnership.

18.15. Plumbing. Water pipes, mechanical garbage disposal units, waste pipes, water closets, sinks, installed dishwashers and clothes washing machines, lavatories, bathtubs, shower baths, catch basins, drains, vents and other similar supplied fixtures, including all connections to water or sewer lines.

~~19. Rooming Unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.~~

~~20. Rooming House. Any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator.~~

~~21.16. Rubbish. Any inorganic waste such as tin cans, glass, paper, sweepings, etc. Stones, sod, earth, concrete, demolition waste, large automobile parts, large appliances, hazardous waste, tree trunk sections over four (4) inches in diameter, animal wastes except when adequately wrapped, or articles so heavy or bulky they cannot be easily lifted by one man shall not be considered rubbish.~~

~~22.17. Supplied. Paid for, arranged, furnished, or provided by or under control of the owner or operator.~~

~~23.18. Refuse. Any putrescible and nonputrescible solid wastes, except body wastes, and including garbage, rubbish, ashes, incinerator residue, and market and industrial solid wastes.~~

404.040. COMPLIANCE WITH REQUIREMENTS. No person shall occupy or let to another for occupancy any dwelling for the purpose of living, sleeping, cooking or eating therein which does not comply with the requirements of this chapter.

404.050. REQUIREMENTS FOR SANITATION.

1. Sink, Flush Water Closet, Lavatory Basin and Bathtub or Shower in dwellings. Refer to State Building Code 1205 (d).
2. Access to Bathrooms and Water Closets. Refer to State Building Code 511.
3. Floors and Ventilation of Bathrooms and Water Closets. Refer to State Building Code 510.
4. Piped Hot and Cold Running Water. Refer to State Plumbing Code 4715.

404.060. REQUIREMENTS FOR LIGHT, VENTILATION AND HEATING.

1. Window Area and Ventilation. Refer to State Building Code 1205 (b).
2. Screening.
  - a. When flies or other pests are prevalent, all openable windows as required by State Building Code 1205 (b) shall be effectively screened, and screen doors shall be maintained in good condition.
  - b. Every basement window used for ventilation, and every other opening to a building which might provide an entry for rodents, shall be supplied with a screen or other device as will effectively prevent their entrance.
3. Electrical Outlets. Refer to State Electrical Code

4. Heating Facilities. Refer to State Building Code 1212.

404.070. REQUIREMENTS FOR FLOOR SPACE AND GENERAL OCCUPANCY.

1. Floor Space. Refer to State Building Code 1207.
2. Access to Sleeping Rooms. Refer to State Building Code 1204.
3. Ceiling Height of Habitable Rooms. Refer to State Building Code 1207.
4. Basement or Half-Basement Occupancy. Refer to State Building Code 1205.

404.080. REQUIREMENTS FOR SAFE AND SANITARY MAINTENANCE OF DWELLINGS AND DWELLING UNITS.

1. Structural Soundness.
  - a. Members - Every foundation, door, outer wall, ceiling and roof shall be weather tight, water tight, and rodent proof, shall be capable of affording privacy, and shall be kept in good repair.
  - b. Openings - Every window, exterior door and basement hatchway or stairway shall be weather tight, water tight and rodent proof and shall be shall be kept in good working condition and repair.
  - c. Stairs and Porches - Every inside and outside stair and handrail, and every porch and porch rails shall be so constructed as to safely support the maximum load that normal use may require and shall be kept in safe condition and good repair at all times. The Housing Inspector may require a handrail for each stair if deemed necessary.
  - d. Every stairway of more than 3 risers must have a handrail of height corresponding to State Statute requirements and be safely enclosed to handrail height.
2. Mechanical Soundness of Plumbing. All plumbing shall comply with the State Plumbing Code.
3. Exits. Every dwelling unit shall have a safe, unobstructed means of egress leading to safe and open space ground level, as required by the Minnesota Statutes and the Code of the City.
4. Effectiveness. Every supplied facility, piece of equipment, or utility which is required under this Section shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

404.090. REQUIREMENTS FOR CLEANLINESS AND GARBAGE AND TRASH DISPOSAL.

1. Owner or Owner-Occupant Responsibility. Every owner or owner occupant shall be responsible for the cleanliness of all parts of a dwelling and premises shared in common by more than one family and for provision of the following utilities and services, except where such responsibility is assumed by an operator or an occupant by agreement.
  - a. Extermination of insects, rodents or other pests; except that where only one dwelling unit is infested, the occupant of such infested unit shall be responsible for its extermination, unless the dwelling is not maintained in a reasonable ~~rat-rodent~~ proof or insect proof condition.
  - b. Provisions of all other facilities, utilities, service or conditions required by this chapter and chapter 402.
2. Occupant Responsibility. Every occupant of a dwelling unit shall be responsible for keeping the occupied area and premises and all plumbing equipment and facilities in a clean, safe and sanitary condition at all times. Refuse shall be disposed of in accordance with chapter 402.

404.100. EMERGENCY DISCONTINUANCE OF SERVICE OR UTILITIES. No owner or occupant shall cause any service, facility, equipment or utility to be removed from or shut off from or discontinued in any occupied dwelling unit let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in progress, or during temporary emergencies when discontinuance of service is approved by the Housing Inspector. Upon discontinuance of gas or electric service for cause by a public utility company or upon discontinuance of any municipal or other service for cause, the Housing Inspector shall be notified, and shall thereupon take immediate steps to have the responsible person correct conditions leading to such discontinuance of services. This section shall not be construed to prevent the cessation or discontinuance of any such service upon order of the Housing Inspector or any other authorized officials.

404.110. DANGEROUS DWELLINGS. Refer to State Building Code 203 for regulations on dangerous dwellings.

1. Declaration of Nuisance and Orders.
  - a. All dangerous dwellings or parts thereof within the terms of State Building Code 203 are hereby declared to be public nuisances, and shall be vacated and repaired or demolished in accordance with the provisions of Section 404.130.
  - b. In any case where a dangerous dwelling is 50 percent or more damaged or decayed, or deteriorated from its original structure, or where it cannot be repaired

so as to comply with the terms of the State Building Code it shall be ordered vacated and demolished in accordance with the provisions of Section 404.130.

404.120. ENTRY AND INSPECTION OF DWELLINGS.

1. The Housing Inspector is hereby authorized, with the consent of the homeowner or if he has obtained a warrant or other court order authorizing the inspection, to make inspections to determine the condition of dwellings, dwelling units and premises located within the City in order to safeguard the health and safety of the occupants of such dwellings and of the general public. For this purpose and upon showing proper identification, the Housing Inspector is authorized to enter, examine and survey, at any reasonable hour, all dwellings, dwelling units and premises, and the owner, occupant or the person in charge thereof, shall give the Housing Inspector free access thereto for the purpose of such inspections.
2. Every occupant of a dwelling shall give the owner thereof or his agent or employee access to any part of such dwelling or its premises at any reasonable hour for the purpose of making any repairs or alterations which are necessary to effect compliance with the provisions of this section or any lawful order issued pursuant thereto.

404.130. ENFORCEMENT: SERVICES OF NOTICES AND ORDERS: HEARINGS.

1. Notices of Violation

- a. Whenever the Housing Inspector determines that there has been a violation of any provision of this chapter, he shall give notice of such violation to the person or persons responsible therefore and order compliance with the Code as hereinafter provided. Such notice and order shall be in writing on an appropriate form and shall include:
  - (i) A list of the violations, with reference to the section of this chapter violated, and an order as to the remedial action required to effect compliance with this chapter.
  - (ii) Specification of a reasonable time for compliance.
  - (iii) Advice concerning the procedure for appeal. Such notice and order shall be served upon the owner, occupant or agent in person; provided, however, that the notice and order shall be deemed to be properly served if such owner, occupant or agent is sent a copy thereof by registered mail to his last known address and a copy is posted in a conspicuous place in or on the dwelling affected.
- b. Whenever the Housing Inspector determines that a dwelling is a dangerous dwelling as defined in State Building Code 203, he shall:



- (i) Affix upon the door or entrance to such dwelling a printed placard declaring that such dwelling is unfit for human habitation and is ordered vacated. No person shall deface or remove such placard from any dwelling which has been condemned as unfit for human habitation and placarded as such. The Housing Inspector shall remove the placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.
- (ii) Serve notice, as provided herein to the owner and occupant or lessee of any building found by him to be a dangerous dwelling within the standards set forth in Section 404.110 that: (1) the owner must vacate and repair or demolish said building in accordance with the terms of notice and this Section, and (2) the occupant or lessee must vacate said building or, with the consent of the owner, may have it repaired, in accordance with the notice and order, and remain in possession.

## 2. Hearings.

- a. Any person affected by a notice and order issued in connection with the enforcement of this section may request and shall be granted a hearing on the matter before the Housing Appeals Board, provided such person shall file ~~in the Office of the Housing Inspector~~ with the City Clerk a written petition requesting the hearing and setting forth his name, address, telephone number and a brief statement of the grounds for the hearing or for the mitigation of the order. Such petition shall be filed within thirty (30) days of the date the notice and order are served. Upon receipt of the petition, the ~~Housing Inspector~~ City Clerk shall set a time and place for a hearing before the Housing Appeals Board and shall give the petitioner written notice thereof. Said hearing shall be held within thirty (30) days after a petition has been filed, and the petitioner shall be given an opportunity to be heard and to show cause why the notice and order should be modified or withdrawn. The failure of the petitioner or his representative to appear and to state his case at such hearing shall have the same effect as if no petition were filed.
- b. After the hearing, the Housing Appeals Board by a majority vote, shall sustain, modify or withdraw the notice, depending on its findings as to whether the provisions of this section have been complied with, and the petitioner and the Housing Inspector shall be notified within ten days in writing of such findings.
- c. The proceedings of the hearing, including the findings and decision of the Housing Appeals Board and the reasons therefore shall be summarized in writing and entered as a matter of public record ~~in the office of the Housing Inspector~~ with the City Clerk. Such record shall also include a copy of every notice and order issued in connection with the case.

## 3. Orders to Vacate.

- a. Where a notice of violation and order to comply have been served pursuant to this section and, upon reinspection at the end of the time specified for compliance, and if no petition for a hearing has been filed, it is found that the violation or violations have not been remedied, the Housing Inspector may order the dwelling, or parts thereof affected by the continued violations, vacated in accordance with the following procedure:
    - (i) Dwellings shall be vacated within a reasonable time, not to exceed 60 days.
    - (ii) Vacated dwellings shall have all outer doors firmly locked and basement, cellar and first and second story windows barred or boarded to prevent entry.
    - (iii) Vacated dwellings shall not again be used for human habitation until written approval is secured from the Housing Inspector.
  - b. If a dwelling or part thereof is not vacated within the time specified in the order of vacation, the Inspector shall seek a court order in a court of competent jurisdiction for the vacation of such dwelling or part thereof.
4. Emergency Order. Whenever the Housing Inspector finds that an emergency exists which requires immediate action to protect the health and safety of the residents or of the public, he may issue an order so stating, and notwithstanding any other provisions of this section such order shall take effect and shall be complied with immediately. Upon petition to the Housing Appeals Board, petitioner shall be afforded a hearing pursuant to paragraph 2 of this section.
5. Vacation and Demolition.
- a. If the owner, occupant, or lessee fails to comply with the order of the Housing Inspector or the action of the Housing Appeals Board after hearing, the Housing Inspector shall cause such dwelling or part thereof to be vacated and repaired or demolished as the facts may warrant and shall, with the assistance of the City of Birchwood Village Attorney, cause the costs of such repair or demolition to be charged against the land on which the building existed as a municipal lien or to be recovered in a suit of law against the owner.
  - b. In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous dwelling as defined herein is immediately vacated and repaired or demolished, the Housing Inspector shall cause its immediate vacation and repair or demolition. The costs of such emergency repair or demolition shall be collected in the same manner as provided in Paragraph (a) of this subsection.

404.140. HOUSING APPEALS BOARD.

1. A Housing Appeals Board is hereby created as authorized by this Section.

- a. Membership - The Board shall consist of five members to be selected by the City Council annually, or, in the absence of such selection by the City Council, -the City Council shall~~may~~ act as the Housing Appeals Board, and the City Clerk shall be ex-officio member of the Board and act as secretary and shall not be able to vote.
2. The Board shall elect a Chair~~person~~ ~~man~~ from its members, except where the Board is the City Council, in which case, the Chairperson shall be the Mayor. The Housing Appeals Board shall:
    - a. ~~Adopt rules and procedures consistent with this Section, elect its own officers, and Conduct all proceedings in accordance with the Open Meeting Laws and~~ keep a record of all proceedings, including the vote of each member on each case heard. No member of the Board shall take part in any hearing or determination in which he has directly or indirectly, any personal or financial interest. Three members of the Board in attendance at any meeting shall constitute a quorum.
    - b. Interpret the intent of the section in specific cases where, upon appeal, it clearly appears that, by reason of special conditions, undue hardship would result from literal application of any action of the section. Where such undue hardship is clearly demonstrated, the Board may permit a variance from the applicable section provided the dwelling will vary only a reasonable minimum from the literal provisions of the section and will comply generally with spirit and intent of the regulations as to sanitation, safety and rehabilitation. Any such variance shall be permitted only by the concurring vote of at least three members of the Board.

404.150. INTERPRETATION. The provisions of this chapter shall be held to be the minimum requirements to protect the health, safety, and welfare of the people of the City, and where this chapter imposes greater requirements than imposed by other provisions or law or ordinance, the provisions of this chapter shall control.

404.160. SEPARABILITY. Should any chapter, section or provision of this Code be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Code as a whole or any part thereof other than the part so declared to be invalid.

Thank you,  
Justin McCarthy  
City Councilmember



Section XX-201, DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this ordinance:

Approved—acceptable to the jurisdiction having authority and meeting all applicable codes.

Accessory structure—a structure subordinate to the main or principal building which is not used nor authorized to be used for living or sleeping by human occupants and which is located on or partially on the premises.

Building—any structure used or intended for supporting or sheltering any use or occupancy.

Compliance Official—the city administrator and/or their designated agents authorized to administer and enforce this ordinance.

Dwelling—a building, or portion thereof, designed or used predominantly for residential occupancy of a continued nature, including one-family dwellings, two-family dwellings, and multiple family dwellings; but not including hotels and motels.

Dwelling unit—a single residential accommodation which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as part of the building in which the dwelling unit is located.

Family—any of the following definitions shall apply:

-A person or persons related by blood, marriage, or adoption, together with his or their domestic servants or gratuitous guests, maintaining a common household in a dwelling unit;

-Group or foster care of not more than six (6) wards or clients by an authorized person or persons, related by blood, marriage, or adoption, together with his or their domestic servants or gratuitous guests, all maintaining a common household in a dwelling unit approved and certified by the appropriate public agency;

-A group of not more than five (5) persons not related by blood, marriage or adoption maintaining a common household in a dwelling unit.

Flush water closet—an approved toilet, with a bowl and trap made in one piece, which is connected to the City water and sewer system or other approved water supply and sewer system

Garbage—putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Habitable building—any building or part thereof that meets minimum standards for use as a home or place of abode by one or more persons.

Habitable room—a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements, (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.

Heated water—water heated to a temperature of not less than 120 degrees Fahrenheit, or such lesser temperature required by government authority, measured at faucet outlet.

Kitchen—a space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

Multiple family dwelling—a dwelling or portion thereof containing three or more dwelling units.

Nonresidential building—all other buildings or structures other than dwellings or dwelling units.

Occupant—any person (including owner or operator) occupying any structure, building or part thereof, dwelling, dwelling unit, rooming unit or premise.

Operator—the owner or agent who has charge, care, control, or management of a building, or part thereof.

Owner—a person, agent, firm, or corporation having a legal or equitable interest in the property.

Permissible occupant load—the maximum number of persons permitted to occupy a building or space within a building.

Person—an individual, firm, partnership, association, corporation or joint venture or organization of any kind.

Plumbing—all of the following supplied facilities and equipment in a building: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.

Premises—a platted lot or part thereof or unplatted parcel of land, either unoccupied or occupied by any structure thereon.

Public Corridor—a hall, corridor or passageway for providing egress from an occupied area to a public way and not within the exclusive control of one occupant.

Refuse—all putrescible and nonputrescible waste solids including garbage and rubbish.

Rental dwelling or dwelling unit—a dwelling or dwelling unit let for rent or lease.

Repair—to restore to a sound and acceptable state of operation, serviceability or appearance.

Rodent harborage—any place where rodents can live, nest, or seek shelter.

Rooming unit—any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

Rubbish—nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.

Safety—the condition of being reasonably free from danger and hazards which may cause accidents or disease.

Structure—that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Substandard dwelling—any dwelling which does not conform to the minimum standards established by City Ordinances or the applicable State Code.

Supplied—paid for, furnished by, provided by or under the control of the owner, operator, or agent of a building.

Meaning of certain words—whenever the words "dwelling", "dwelling unit", "premises", "building", or "structure" are used in this ordinance, they shall be construed as though they were followed by the words "or any part thereof."

Section XX-301. RESPONSIBILITIES OF OWNERS AND OCCUPANTS. No owner or other person shall occupy or let another person occupy any building, unless it and the premises are clean, sanitary, fit for human occupancy, and comply with all applicable legal requirements of the State of Minnesota and the City of Birchwood Village, including the following requirements.

Section XX-302. MAINTENANCE OF SHARED OR PUBLIC AREAS. Every owner of a building shall maintain in a clean, sanitary and safe condition, the shared or publicly-viewable areas of the building and premises thereof.

Section XX-303. MAINTENANCE OF OCCUPIED AREAS. All occupants of a building, shall maintain in a clean, sanitary and safe condition that part or those parts of the building, and premises thereof that she/he occupies and controls.

Section XX-304. STORAGE AND DISPOSAL OF RUBBISH All occupants of a building, shall store and dispose of all their rubbish in a clean, sanitary, and safe manner.

Section XX-305. STORAGE AND DISPOSAL OF GARBAGE. All occupants of a building, shall store and dispose of all their garbage and any other organic waste which might provide food for insects and/or rodents in a clean, sanitary, and safe manner.

Section XX-306. RESPONSIBILITY FOR STORAGE AND DISPOSAL OF GARBAGE, RUBBISH, AND RECYCLABLE MATERIALS. Every owner of a rental dwelling or nonresidential building shall supply facilities for the sanitary and safe storage and disposal of rubbish and garbage. In the case of single- or two-family dwellings, it shall be the responsibility of the occupant to furnish such facilities.

Section XX-307. RESPONSIBILITY FOR STORM AND SCREEN DOORS AND WINDOWS. The owner of a rental dwelling unit shall be responsible for providing and hanging all screens and storm doors and storm windows whenever the same are required under the provisions of this ordinance, except where there is written agreement otherwise between the owner and occupant.

Section XX-308. RESPONSIBILITY FOR PEST EXTERMINATION. Every occupant of a dwelling containing a single dwelling unit or an occupant of a nonresidential building containing a single unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit in a dwelling containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for such extermination whenever their unit is the only one infested. Notwithstanding, however, whenever infestation is caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.

Section XX-309. RODENT HARBORAGES PROHIBITED IN OCCUPIED AREAS. No occupant of a building shall accumulate boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about any dwelling unit, accessory structure or other building. Stored materials shall be stacked neatly.

Section XX-310. RODENT HARBORAGES PROHIBITED IN PUBLIC AREAS. No owner of a building shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.

Section XX-311. PREVENTION OF FOOD FOR RODENTS. No owner or occupant of a building shall store, place, or allow to accumulate any materials that may serve as food for rodents in a site accessible to rodents.

Section XX-312. SANITARY MAINTENANCE OF FIXTURES AND FACILITIES. Every occupant of a building shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Section XX-313. MAINTENANCE OF YARDS. The owner of a building shall be responsible for providing and maintaining premises' yards consistent with \_\_\_\_\_.

Section XX-314. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES. No person shall occupy as owner, occupant, or let to another for occupancy any dwelling or



dwelling unit, for the purposes of living, sleeping, cooking, and eating therein, which does not comply with the following requirements.

Section XX-402. KITCHEN FACILITIES. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which shall have adequate circulation area, and which shall be equipped with the following:

An approved kitchen sink in good working condition and properly connected to an approved water supply system and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.

Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment, and utensils and of food that does not require refrigeration for safekeeping; and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

A stove or similar device for cooking food a refrigerator or similar device for the safe storage of food at or below 40 degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided that such stove, refrigerator, or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

Section XX-403. TOILET FACILITIES. Within every dwelling unit there shall be a non-habitable room which is equipped with an approved flush water closet in good working condition. In a rental dwelling unit, such room shall have an entrance door which affords privacy. Said flush water closet shall be equipped with easily cleanable surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and shall be connected to an approved sewer system.

Section XX-404. LAVATORY SINK. Within every dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.

Section XX-405. BATHTUB OR SHOWER. Within every dwelling unit there shall be a non-habitable room which is equipped with an approved bathtub or shower in good working condition. In a rental dwelling unit, such room shall have an entrance door which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at

all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.

Section XX-406. STAIRWAYS, PORCHES AND BALCONIES. Every stairway, inside or outside of a dwelling and every porch or balcony, shall be kept in safe condition and sound repair. Stairs and handrails shall conform to the Uniform Building Code standards. Every deck, porch and balcony which is 30 inches or more above grade shall have a guardrail that conforms to the Uniform Building Code standards. Every handrail and guardrail shall be firmly fastened and maintained in good condition. No flight of stairs shall have settled out of its intended position or have pulled away from the supporting or adjacent structures enough to cause a hazard. No flight of stairs shall have rotting, loose, or deteriorating supports. Excepting spiral and winding stairways, the treads and risers of every flight of stairs shall be uniform in width and height. Stairways shall be capable of supporting a live load of 100 pounds per square foot of horizontal projection.

Section XX-407. ACCESS TO DWELLING UNIT. Access to or egress from each dwelling unit shall be provided without passing through any other dwelling unit.

Section XX-501. GENERAL REQUIREMENTS. No person shall occupy as owner, occupant or let to another for occupancy, any building or portion thereof which does not comply with the following requirements, unless specifically exempt.

Section XX-502. FOUNDATIONS, EXTERIOR WALLS AND ROOFS. The foundation, exterior walls, and exterior roof shall be substantially water tight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portion of the walls or to the exterior spaces of the building. The roof shall be tight and have no defects which could admit rain, and roof drainage shall be adequate to prevent rain water from causing dampness in the walls. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the compliance official to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.

Section XX-503. WINDOWS, DOORS AND SCREENS. Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, other than a fixed window or storm window, shall be capable of being easily opened. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window shall be supplied with 16-mesh screens during the insect season, and shall be equipped with an approved lock if located less than six feet above adjacent grad.

Section XX-504. FLOORS, INTERIOR WALLS AND CEILINGS. Every floor, interior wall, and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose,

warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.

Section XX-505. RODENT PROOF. Every structure and the premises upon which it is located shall be maintained in a rodent-free and rodent-proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs which have a 1/2" diameter or larger opening shall be rodent-proofed in an approved manner. Interior floors or basements, cellars and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.

Section XX-506. FENCE MAINTENANCE. All fences shall consist of metal, wood, masonry, or other decay resistant material. Fences shall be maintained in good condition both in appearance and in structure. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. Paint shall be maintained consistent with Section XX-702.

Section XX-507. ACCESSORY STRUCTURE MAINTENANCE. Accessory structures or buildings shall be structurally sound, and be maintained in good repair and appearance. The exterior of such structures shall be made weather resistant through the use of decay-resistant materials such as paint or other preservatives. Paint shall be maintained consistent with Section XX-702.

Section XX-508. SAFE BUILDING ELEMENTS. Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.

Section XX-509. FACILITIES TO FUNCTION. Every supplied facility, piece of equipment or utility required under City Ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.

Section XX-510. GRADING AND DRAINAGE. During the period May through October every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.

Section XX-511. YARD COVER. Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials and such yard shall be maintained consistent with prevailing community standards. Nonresidential sites shall be maintained in accordance with an approved City landscape plan and shall be supplied with an irrigation system.

