



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
January 14, 2020
6:45 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

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. Ice Rink is now open! See the event page on the City's website for updates.
- B. Street snow removal comments should be sent to info@cityofbirchwood.com
- C. We are social, follow us on Facebook/Twitter and/or register for the email listserv

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report* (p. 3)
- B. 2020 Schedule of Meetings and Holidays* (pp. 5-6)

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from December 10, 2019* (pp. 7-11)
- B. Approve Emergency Meeting Minutes from December 12, 2019* (p. 13)
- C. Approve Treasurer's Report* (pp. 15-26)
- D. Approve Resolution 2020-01, Designating the White Bear Press as the Official Newspaper for Publication* (p. 27)
- E. Approve Resolution 2020-02, Naming U.S. Bank and the 4M Fund as Official Depositories of Municipal Funds* (p. 29)
- F. Approve Resolution 2020-03, Accepting a Cash Donation from Artists Group Members* (p. 31)
- G. Approve Resolution 2020-05, Appointment of Election Judges 2020* (pp. 33-34)
- H. Approve Tennis Sanitation Rate Increase* (pp. 35-36)
- I. Approve NYFS Agreement and Rate Increase* (pp. 37-43)

CITY BUSINESS – REGULAR AGENDA

- A. Council Business

* Denotes items that have supporting documentation provided

- a. Council Member Assignments* (p. 45)
- b. Council Goal Setting Meeting* (p. 46)
- c. Local Board of Appeal and Equalization* (pp. 47-48)
 - i. Approve Resolution 2020-04, Reinstating Power for Local Board of Appeal and equalization
 - ii. Appoint Council Members to be trained

Time Budget: 15 Minutes
- B. 2020 Fee Schedule* (pp. 49-59)
 - a. Review proposed amendments
 - b. Council Deliberation and Approval

Time Budget: 10 Minutes
- C. Ordinance 2017-07-01, Sec. 615 Exterior Storage (LaFoy)* (pp. 61-63)
 - a. Council Deliberation and Approval

Time Budget: 10 Minutes
- D. Lake Links Trail Update* (p. 65)
 - a. Council Deliberation and Approval

Time Budget: 10 Minutes
- E. Renaming Nordling Park (Wingfield)* (p. 67)
 - a. Council Deliberation and Approval

Time Budget: 5 Minutes
- F. East County Line Road Drainage* (pp. 69-70)
 - a. County Presentation, Q&A

No Time Budget
- G. Council Member Reports:
- H. City Attorney's Report
 - a. Kay Beach Update* (pp. 71-80)

Time Budget: 10 Minutes
- I. City Administrator's Report
 - a. 2040 Comprehensive Plan Update
 - b. Administrator's Contract
 - c. Snow Removal Contract* (pp. 81-87)
 - d. Law Enforcement Update

Time Budget: 20 Minutes

ADJOURN

* Denotes items that have supporting documentation provided

MEMORANDUM



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

Birchwood Village

Dear Mayor & City Council Members:

Below is a reporting of law enforcement incidents and citations for December 2019.

Incident Summary Report PUBLIC

From:12/1/2019 12:00:00 AM To:12/31/2019 11:59:59 PM

WASHINGTON COUNTY SHERIFFS OFFICE



BIRCHWOOD

12/6/2019 12:36:12 PM	WC19052598	XXX Wildwood Ave, BIRCHWOOD	THEFT
12/10/2019 11:16:39 AM	WC19053223	Wildwood Ave / Birchwood Ln, BIRCHWOOD	DRIVING COMPLAINT
12/11/2019 8:46:44 AM	WC19053360	Cedar St / Oakridge Dr, BIRCHWOOD	MOTORIST ASSIST
12/11/2019 10:07:00 AM	WC19053370	XXX Birchwood Ave, BIRCHWOOD	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
12/12/2019 4:28:36 AM	WC19053476	XX Oakhill Ct, BIRCHWOOD	MEDICAL
12/12/2019 9:17:33 AM	WC19053504	Unknown, BIRCHWOOD	FOLLOW UP
12/13/2019 11:54:02 AM	WC19053656	XXX Cedar St, BIRCHWOOD	ANIMAL COMPLAINT
12/14/2019 4:28:03 PM	WC19053842	Birchwood Ave / East County Line Rd, BIRCHWOOD	OTHER
12/19/2019 2:48:16 PM	WC19054512	XXX Wildwood Ave, BIRCHWOOD	FRAUD/SCAM
12/20/2019 8:47:41 AM	WC19054614	XX Oakridge Dr, BIRCHWOOD	VEHICLE UNLOCK
12/20/2019 5:40:06 PM	WC19054687	XXX Wildwood Ave, BIRCHWOOD	NEIGHBOR DISPUTE
12/23/2019 6:55:23 AM	WC19055021	XXX Wildwood Ave, BIRCHWOOD	VEHICLE UNLOCK
12/28/2019 9:43:50 AM	WC19055779	East County Line Rd / Birchwood Ln, BIRCHWOOD	ACCIDENT
12/30/2019 2:53:54 PM	WC19056064	XXX Wildwood Ave, BIRCHWOOD	ACCIDENT
12/30/2019 5:10:37 PM	WC19056082	XXX Wildwood Ave, BIRCHWOOD	NEIGHBOR DISPUTE
12/31/2019 9:19:04 AM	WC19056149	XXX Cedar St, BIRCHWOOD	WELFARE CHECK

Citations for: Birchwood

12/1/2019 To 12/31/2019

Agcy	Date	Citation Number	Badge	Officer Name	Citation Type	Block	Street Name	Str Sfx	Cross Street Name	Cross St Sfx	City	Literal Description	Statute
WCSC	12/14/2019	820006934801	WC118	R. Helms	Citation	0	BIRCHWOOD AVE		EAST COUNTY LINE RD		Birchwood	MOV-Fail to Drive with Due Care	169.14.1

Regards,
 Tobin Lay
 City Administrator

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: 2020 Schedule of Meetings and Holidays
DATE: January 9, 2020

Dear Mayor & City Council Members:

Enclosed is the 2020 schedule for City Council meetings and City holidays. Please mark these dates on your calendars.

Please note that the August 11th City Council meeting (2nd Tues) is not available due to Primary Elections and will need to be rescheduled. I will add scheduling the August meeting to the June agenda but please begin preparing by checking your August schedules and keeping it as flexible as possible. Thanks!

Regards,
Tobin Lay
City Administrator



City of Birchwood Village

2020 SCHEDULE OF REGULAR CITY COUNCIL MEETINGS

(Start time is 7:00 p.m. at City Hall)

January 14
February 11
March 10
April 14
May 12
June 9
July 14
August - TBD
September 8
October 13
November 10
December 8

2020 SCHEDULE OF OFFICIAL CITY HOLIDAYS

MLK Jr. Day – Mon, Jan 20
Presidents Day – Mon, Feb 17
Memorial Day – Mon, May 25
Independence Day (observed) – Fri, July 3
Labor Day – Mon, Sep 7
Veterans Day – Wed, Nov 11
Thanksgiving – Thu-Fri, Nov 26-27
Christmas Day – Fri, Dec 25
New Years Day – Fri, Jan 1, 2021

COMMITTEE/COMMISSION MEETING SCHEDULE

Planning Commission: Fourth Thurs 7pm
*All other committees meet as needed -
with notice*

City Staff Office Hours

Mondays & Thursdays
9:30 a.m. – 12:30 p.m.
(OR BY APPOINTMENT)
Phone: 651-426-3403

E-mail: info@cityofbirchwood.com
Website: www.cityofbirchwood.com
Facebook: @BirchwoodCityHall
Twitter: @CityofBirchwood

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
DECEMBER 10TH, 2019**

MINUTES

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

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

OTHERS PRESENT: Judy Duffy (505 Lake Ave); Mike and Candi Kraemer (471 Lake Ave)

Mayor Wingfield called the regular meeting to order at 6:30pm. The pledge of allegiance was recited.

AGENDA APPROVAL

MAYOR WINGFIELD ADDED TWO AGENDA ITEMS TO REGULAR AGENDA SECTION K, SUBSECTION A

CITY ADMINISTRATOR LAY ADDED AN AGENDA ITEM TO CONSENT AGENDA, ITEM G

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

OPEN PUBLIC FORUM

- A. No presentations occurred during open public forum

ANNOUNCEMENTS

- A. Ice rink opening date TBD – watch website and email for announcement
- B. Renew dog license for 2020-2021 permit period
- C. Street snow removal comments should be sent to info@cityofbirchwood.com
- D. Community Club Christmas Party will be held Dec 18 from 5:30-7:00pm at City Hall
- E. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report
- B. Deer Bow Hunt Results
 - a. **Administrator Lay:** Detailed results of two recent special deer bow hunts

CONSENT AGENDA

- A. Approve Regular Meeting Minutes from November 12, 2019
- B. Approve Resolution 2019-28, Designating Polling Place
- C. Approve City Office Holiday Closure from Dec 24-31
- ~~D. Approve Peterson Companies Pay Application 2 – Lift Station 1 Project~~

- ~~E. Approve NYFS 2020 Rate Increase~~
- F. Approve Treasurer's Report
- G. Approve Revised October 2019 Regular Council Meeting Minutes

MAYOR WINGFIELD REMOVED CONSENT AGENDA ITEM D AND PLACED IT UNDER REGULAR AGENDA ITEM E, SUBSECTION C.

MAYOR WINGFIELD REMOVED CONSENT AGENDA ITEM E AND PLACED IT UNDER REGULAR AGENDA ITEM A, SUBSECTION E

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE THE CONSENT AGENDA AS AMENDED. ALL AYES. MOTION PASSED.

CITY BUSINESS – REGULAR AGENDA

- A. Truth in Taxation/Adoption of Final Levy and Budget
 - a. Public Hearing

MAYOR WINGFIELD MOVED THIS AGENDA ITEM UNTIL FURTHER INTO THE MEETING.

MAYOR WINGFIELD OPENED THE PUBLIC HEARING AT 07:22PM

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER AAKRE TO CLOSE THE PUBLIC HEARING AT 7:23PM. ALL AYES. MOTION PASSED.

- b. Review of Proposed 2020 Levy and Budget
 - i. **Administrator Lay:** Detailed proposed changes to 2020 Levy and Budget
- c. Approve Resolution 2019-29, Final Budget Adoption

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE RESOLUTION 2019-29. ALL AYES. MOTION PASSED.

- d. Approve Resolution 2019-30, Final Levy Adoption

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE RESOLUTION 2019-30. ALL AYES. MOTION PASSED.

- e. Approve NYFS 2020 Rate Increase

MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE THE NYFS 2020 RATE INCREASE. ALL AYES. MOTION PASSED.

- B. Resolution 2019-31 - Certification of Delinquent Utility Accounts to the County
 - a. Public Hearing

MAYOR WINGFIELD OPENED THE PUBLIC HEARING AT 7:32PM.

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER LAFOY TO CLOSE THE PUBLIC HEARING AT 7:33PM. ALL AYES. MOTION PASSED.

- b. Council Deliberation and Approval

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE RESOLUTION 2019-31. ALL AYES. MOTION PASSED.

- C. Senator Wiger & Representative Fischer Visit
 - a. School District Alignment
 - i. Council & Sen. Wiger deliberated on potential next steps
 - b. Ambulance District Licensing
 - i. Sen. Wiger requested Mayor Wingfield forward further information to him
 - c. Lake Links Trail
 - d. Sewer System Grants
 - e. Tree Disease Statutes
- D. Second Reading Ordinance 2019-04-01, Amending Permit Requirements (203)
 - a. Public Hearing

MAYOR WINGFIELD OPENED THE PUBLIC HEARING AT 7:59PM.

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO CLOSE THE PUBLIC HEARING AT 8:00PM. ALL AYES. MOTION PASSED.

- b. Council Deliberation and Approval
 - i. **Administrator Lay:** Detailed proposed changes to the ordinance

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE ORDINANCE 2019-04-01. ALL AYES. MOTION PASSED.

- c. Approve Resolution 2019-32, Summary Publication

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2019-32. ALL AYES. MOTION PASSED.

- E. City Project No. 2019-3 – Emergency Lift Station Bypass
 - a. Change Order Request
 - i. **Administrator Lay:** Explained reasoning for additional cost
 - b. Unauthorized Signage Action
 - c. Approve Peterson Companies Pay Application 2 – Lift Station 1 Project

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER FLECK TO POSTPONE FURTHER ACTION ON REGULAR AGENDA ITEM E UNTIL COUNCIL & CITY ATTORNEY KANTRUD COULD DELIBERATE WITH CITY ENGINEER THATCHER. ALL AYES. MOTION PASSED.

- F. Water Meter Upgrades
 - a. Review Bids and Refer to Utility Committee
 - i. **Administrator Lay:** Detailed bids received
 - ii. **Mayor & Council Members:** Requested the Utility Committee convene to review the bids and make recommendation to Council in February or March

- G. Birchwood Ave No Parking Signs (Wingfield)
 - a. Council Deliberation and Approval
 - i. Council deliberation on reinstating no parking signs along Birchwood Ave between City Hall and East County Line Road. Topic was tabled indefinitely

- H. City Project No. 2019-1 – Lake Ave Mill, Overlay & Drainage (Wingfield)
 - a. Council Deliberation
 - i. **Judy Duffy (505 Lake Ave):** Inquired about inclusion of easements in assessments.
 - ii. Council decided on holding a town hall meeting on Thursday, February 6th, 2020 at 7:00pm to discuss assessment options

COUNCIL HELD A RECESS FROM 07:46PM TO 07:58PM

- I. First Reading Ordinance 2019-12-01, Correcting Structural Height Restrictions (302)
 - a. Council Deliberation and Approval

MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE FIRST READING OF ORDINANCE 2019-12-01. ALL AYES. MOTION PASSED.

- b. Waive Second Reading

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO WAIVE THE SECOND READING OF ORDINANCE 2019-12-01. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO WAIVE THE PUBLIC HEARING OF ORDINANCE 2019-12-01. ALL AYES. MOTION PASSED.

- c. Approve Resolution 2019-33, Summary Publication

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE RESOLUTION 2019-33. ALL AYES. MOTION PASSED.

- J. Parks Committee Recommendation
 - a. Council Deliberation and Approval
 - i. **Administrator Lay:** Detailed Parks Committee's recommendation to dissolve committee.

MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO DISOLVE THE PARKS COMMITTEE. ALL AYES. MOTION PASSED.

- K. Council Member Reports
 - a. Mayor Wingfield
 - i. Jay Path prep
 - 1. Detailed plan to clear snow from the path during winter
 - ii. Snow Plowing Contract
 - iii. Ice Rink
 - b. Councilmember LaFoy
 - i. Council chambers equipment upgrades
 - 1. Explained the City has been pre-approved to be reimbursed for upgrades to the City Hall cable equipment.

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE THE BID FROM ALPHA VIDEO TO UPGRADE CITY HALL CABLE EQUIPMENT AND TO BE PAID FROM THE CITY'S EQUIPMENT BUDGET FROM THE CABLE COMMISSION. ALL AYES. MOTION PASSED.

- L. City Administrator's Report
 - a. Request January City Council meeting start at 6:45pm
 - b. County Engineers and Commissioner Karwoski visit at January meeting
 - c. Presidential Nomination Primary – March 3, 2020

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 8:38 PM.

ATTEST:

Mary Wingfield
Mayor

Tobin Lay
City Administrator - Clerk

**CITY OF BIRCHWOOD VILLAGE
EMERGENCY CITY COUNCIL MEETING
DECEMBER 12, 2019**

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Council Members: Kevin Woolstencroft, Randy LaFoy, and Jonathan Fleck.

MEMBERS ABSENT: Council Member Jessi Aakre.

STAFF PRESENT: Tobin Lay, City Administrator.

OTHERS PRESENT: None.

Mayor Wingfield: called the emergency meeting to order at 4:30pm and explained that the purpose of the emergency meeting was to adopt the resolution supporting the City’s appropriations request in time to submit the resolution to the State.

CITY BUSINESS – REGULAR AGENDA

- A. Resolution 2019-34 Supporting Capital Budget Appropriations Request
 - a. Review and Approve

Mayor Wingfield: Explained that the appropriations request is to recover some or all of the costs of the emergency sewer lift station project.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER FLECK TO PASS RESOLUTION 2019-34. ALL AYES. MOTION PASSED.

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER FLECK TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 4:33 PM.

ATTEST:

Mary Wingfield, Mayor

Tobin Lay, City Administrator - Clerk

For the Period : 12/10/2019 To 1/9/2020

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$202,636.23	\$4,252.70	\$57,214.90	\$149,674.03
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	(\$4,040.00)	\$0.00	\$0.00	(\$4,040.00)
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$20,554.79	\$2,000.00	\$4,889.00	\$17,665.79
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00
REIMBURSED CONTRACTED SERVICES	(\$7,285.26)	\$0.00	\$0.00	(\$7,285.26)
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	(\$25,181.54)	\$0.00	\$0.00	(\$25,181.54)
Sewer Re-hab Debt	\$27,765.44	\$0.00	\$0.00	\$27,765.44
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Improvement Projects	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid Streets - Construction (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Project PW	\$66,233.91	\$0.00	\$0.00	\$66,233.91
Water	\$41,574.59	\$0.00	\$10,833.79	\$30,740.80
Sewer	\$71,726.29	\$0.00	\$5,652.12	\$66,074.17
Transit System	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$394,024.45	\$6,252.70	\$78,589.81	\$321,687.34

**CONSENT ITEM C
TREASURER'S REPORT**

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
12/21/2019	Wippler, Luke R. & Courtney L.	171734773*	Permit	(12/21/2019) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 3,394.18
								\$ 3,394.18
12/21/2019	Apollo Heating & Air	171734774*	Building Permit	(12/21/2019) -	N	Building Permits	100-32211-	\$ 96.27
								\$ 96.27
12/21/2019	Apollo Heating & Air	171734775*	Building Permit	(12/21/2019) -	N	Building Permits	100-32211-	\$ 65.00
								\$ 65.00
12/21/2019	Greater White Bear Lake Community F	171734776*	2019 Grant Funding	(12/21/2019) -	N	Miscellaneous	210-36140-	\$ 2,000.00
								\$ 2,000.00
12/21/2019	League of Minnesota Cities	171734777*	Dividend Payment	(12/21/2019) -	N	Miscellaneous	100-36140-	\$ 207.00
								\$ 207.00
12/21/2019	Xcel Energy	171734778*	ROW Permit	(12/21/2019) -	N	Business Licenses and Permits	100-32101-	\$ 420.00
								\$ 420.00
12/21/2019	Bear Roofing & Exteriors, Inc.	171734779*	Building Permit	(12/21/2019) -	N	Building Permits	100-32211-	\$ 70.25
								\$ 70.25
Total for Selected Receipts								\$ 6,252.70

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/14/2019	Bosse, William	30802*	Refund - Utility Bill Overpayment	N	Unallocated Expenditures	100-49201-430-	\$ 90.00
	Total For Check	30802					\$ 90.00
12/16/2019	IRS - US Treasury	EFT121619A*	Federal Taxes - Q4 2019 - November Payment	N	Clerk - Treasurer	100-41401-100-	\$ 517.97
		EFT121619A*				100-41401-100-	\$ 1,247.96
		EFT121619A*				100-41401-100-	\$ 291.86
	Total For Check	EFT121619A					\$ 2,057.79
12/20/2019	Payroll Period Ending 12/20/2019	30803	Maintenance - Doug Hough	N	Parks	100-45207-100-	\$ 717.66
	Total For Check	30803					\$ 717.66
12/20/2019	Payroll Period Ending 12/20/2019	30804	Maintenance - Ron Koehnle	N	Parks	100-45207-100-	\$ 712.28
	Total For Check	30804					\$ 712.28
12/20/2019	Payroll Period Ending 12/20/2019	30805	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,867.60
	Total For Check	30805					\$ 1,867.60
12/20/2019	Payroll Period Ending 12/20/2019	30806	Council Members 2019	N	Mayor	100-41310-100-	\$ 554.10
	Total For Check	30806					\$ 554.10
12/20/2019	Payroll Period Ending 12/20/2019	30807	Council Members 2019	N	Mayor	100-41310-100-	\$ 524.10
	Total For Check	30807					\$ 524.10
12/20/2019	Payroll Period Ending 12/20/2019	30808	Council Members 2019	N	Mayor	100-41310-100-	\$ 1,010.25
	Total For Check	30808					\$ 1,010.25
12/20/2019	Payroll Period Ending 12/20/2019	30809	Council Members 2019	N	Mayor	100-41310-100-	\$ 554.10
	Total For Check	30809					\$ 554.10
12/20/2019	Payroll Period Ending 12/20/2019	30810	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 131.30
	Total For Check	30810					\$ 131.30
12/23/2019	PERA	EFT122319A*	Council Member Retirement - Mary Wingfield	N	Mayor	100-41310-121-	\$ 150.00
	Total For Check	EFT122319A					\$ 150.00

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/23/2019	PERA	EFT122319B*	Council Member Retirement - Randy LaFoy	N	Mayor	100-41310-121-	\$ 60.00
		Total For Check	EFT122319B				\$ 60.00
12/23/2019	PERA	EFT122319C	Administrator Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
		Total For Check	EFT122319C				\$ 358.06
12/23/2019	PERA	EFT122319D	Treasurer Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 21.43
		Total For Check	EFT122319D				\$ 21.43
01/01/2020	Xcel Energy	EFT010120A*	Xcel Street Light Bill: 11.03.19 - 12.02.2019	N	Street Lighting	100-43160-380-	\$ 1,041.60
		Total For Check	EFT010120A				\$ 1,041.60
01/02/2020	Amazon	EFT010220A*	Office Supplies	N	General Government Buildings and Plant	100-41940-210-	\$ 30.84
		EFT010220A*				100-41940-210-	\$ 24.48
		EFT010220A*				100-41940-210-	\$ 111.90
		EFT010220A*				100-41940-210-	\$ 46.69
		Total For Check	EFT010220A				\$ 213.91
01/02/2020	Xcel Energy	EFT010220B*	Xcel Street Light Bill: 12.03.19 - 01.02.2020	N	Street Lighting	100-43160-380-	\$ 1,210.90
		Total For Check	EFT010220B				\$ 1,210.90
01/03/2020	Payroll Period Ending 01/02/2020	30811	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,869.34
		Total For Check	30811				\$ 1,869.34
01/03/2020	Payroll Period Ending 01/03/2020	30812	Adminstrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 427.75
		Total For Check	30812				\$ 427.75
01/03/2020	Payroll Period Ending 01/03/2020	30813	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 87.57
		Total For Check	30813				\$ 87.57
01/06/2020	PERA	EFT010620A*	Administrator Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
		Total For Check	EFT010620A				\$ 358.06
01/06/2020	PERA	EFT010620B*	Treasurer - Deputy Clerk Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 14.28

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
	Total For Check	EFT010620B					\$ 14.28
01/09/2020	Northeast Youth & Family Services	30779*	Partnership - 2020 Municipality Participation	N	Grants	100-41905-435-	\$ 1,591.00
	Total For Check	30779					\$ 1,591.00
01/09/2020	Payroll Period Ending 01/09/2020	30814	Maintenane/Rink Attendant - Jim Rydeen	N	Parks	100-45207-100-	\$ 1,377.28
	Total For Check	30814					\$ 1,377.28
01/09/2020	Steve Dean	30815*	Bobcat of Hockey Rink	N	Unallocated Expenditures	100-49201-430-	\$ 350.00
	Total For Check	30815					\$ 350.00
01/09/2020	Manship Plumbing & Heating Inc	30816*	Standby, Testing - December 2019	N	Water Utility	601-43180-314-	\$ 600.00
		30816*				601-43180-314-	\$ 60.00
	Total For Check	30816					\$ 660.00
01/09/2020	Lay, Tobin	30817*	Reimbursement - Stamps	N	Unallocated Expenditures	100-49201-430-	\$ 33.00
	Total For Check	30817					\$ 33.00
01/09/2020	City of White Bear Lake	30818*	Water Billing - 09/27/2019 - 12/05/2019	N	Water Utility	601-43180-314-	\$ 10,173.79
	Total For Check	30818					\$ 10,173.79
01/09/2020	BF Lauzon Enterprizes Inc	30819*	Snow Removal - December 2019	N	Ice and Snow Removal	100-43125-314-	\$ 66.00
		30819*				100-43125-314-	\$ 66.00
		30819*				100-43125-314-	\$ 66.00
		30819*				100-43125-314-	\$ 66.00
		30819*				100-43125-314-	\$ 66.00
	Total For Check	30819					\$ 330.00
01/09/2020	Press Publications	30820*	Legal Notice Publications - Nov '19 - Jan 2020	N	Ordinances and Proceedings	100-41130-351-	\$ 42.00
		30820*				100-41130-351-	\$ 69.48
		30820*				100-41130-351-	\$ 69.48
		30820*				100-41130-351-	\$ 67.20
		30820*				100-41130-351-	\$ 50.40
		30820*				100-41130-351-	\$ 58.80
		30820*				100-41130-351-	\$ 50.40
		30820*				100-41130-351-	\$ 100.80
	Total For Check	30820					\$ 508.56

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
01/09/2020	Invision Services	30821*	Road Striping	N	Unallocated Expenditures	100-49201-430-	\$ 400.00
	Total For Check	30821					\$ 400.00
01/09/2020	MENARD'S - OAKDALE	30822*	Maintenance Supplies	N	Parks	100-45207-400-	\$ 9.97
		30822*				100-45207-400-	\$ 4.06
	Total For Check	30822					\$ 14.03
01/09/2020	TA Schifsky & Sons, Inc.	30823*	Salt Sand	N	Ice and Snow Removal	100-43125-210-	\$ 10.20
	Total For Check	30823					\$ 10.20
01/09/2020	Seton Identification Products	30824*	Park Signs	N	Unallocated Expenditures	100-49201-430-	\$ 115.95
	Total For Check	30824					\$ 115.95
01/09/2020	Leeves, Robert	30825*	Videographer - Dec 2019	N	Cable Eqpmt and Service	100-41950-314-	\$ 70.13
	Total For Check	30825					\$ 70.13
01/09/2020	Modern Power Solutions	30826*	Lift Station Generator Annual Service - 2019	N	Sewer Utility	605-43190-380-	\$ 366.00
	Total For Check	30826					\$ 366.00
01/09/2020	USS Minnesota One MT LLC	30827*	Energy Charges - Nov 2019	N	General Government Buildings and Plant	100-41940-380-	\$ 44.35
		30827*			Sewer Utility	605-43190-380-	\$ 25.35
		30827*				605-43190-380-	\$ 183.74
		30827*				605-43190-380-	\$ 88.70
	Total For Check	30827					\$ 342.14
01/09/2020	BIRCH, INC.	30828*	Snow Removal Services - December 2019	N	Ice and Snow Removal	100-43125-314-	\$ 770.40
		30828*				100-43125-314-	\$ 290.70
		30828*				100-43125-314-	\$ 603.00
		30828*				100-43125-314-	\$ 267.30
		30828*				100-43125-314-	\$ 416.70
		30828*				100-43125-314-	\$ 136.80
	Total For Check	30828					\$ 2,484.90
01/09/2020	Washington County Sheriff	30829*	Police Services: Jul - Dec 2019	N	Police	100-42101-314-	\$ 28,774.92
	Total For Check	30829					\$ 28,774.92
01/09/2020	Washington County - Property & Tax	30830*	2020 Truth in Taxation	N	Assessing	100-41550-437-	\$ 96.68
	Total For Check	30830					\$ 96.68

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
01/09/2020	AirFresh Industries, Inc.	30831*	Portable Restroom Rental (1)	N	Parks	100-45207-314-	\$ 81.25
	Total For Check	30831					\$ 81.25
01/09/2020	Metropolitan Council - Env. Service	30832*	Wastewater Service - Jan 2020	N	Sewer Utility	605-43190-217-	\$ 4,948.50
	Total For Check	30832					\$ 4,948.50
01/09/2020	City of Roseville	30833*	IT Support Services Jan 2020	N	General Government Buildings and Plant	100-41940-320-	\$ 35.00
		30833*				100-41940-320-	\$ 63.00
		30833*				100-41940-320-	\$ 54.00
		30833*				100-41940-320-	\$ 428.00
	Total For Check	30833					\$ 580.00
01/09/2020	City of Roseville	30834*	IT Support Services Dec 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 5.00
		30834*				100-41940-320-	\$ 44.00
		30834*				100-41940-320-	\$ 10.00
		30834*				100-41940-320-	\$ 345.00
	Total For Check	30834					\$ 404.00
01/09/2020	City of Roseville	30835*	IT Phone Services Dec 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 5.00
		30835*				100-41940-320-	\$ 14.00
		30835*				100-41940-320-	\$ 16.00
		30835*				100-41940-320-	\$ 28.00
	Total For Check	30835					\$ 63.00
01/09/2020	Pulse Electric, Inc	30836*	Rink Light Upgrades	N	Parks	210-45207-430-	\$ 4,889.00
	Total For Check	30836					\$ 4,889.00
01/09/2020	TSE, Inc. Work Account	30837*	Janitorial Services - Dec 2019 & Jan 2020	N	General Government Buildings and Plant	100-41940-314-	\$ 25.00
		30837*				100-41940-314-	\$ 25.00
		30837*				100-41940-314-	\$ 25.00
	Total For Check	30837					\$ 75.00
01/09/2020	Gopher State One Call	30838*	Billable Tickets (8) - Dec 2019	N	Utility Locates	605-42805-314-	\$ 10.80
	Total For Check	30838					\$ 10.80
01/09/2020	Office Depot	30839*	Office Supplies	N	Office Operations Supplies	100-41911-200-	\$ 83.49
		30839*				100-41911-200-	\$ 60.91
	Total For Check	30839					\$ 144.40

Fund Name: All Funds

Date Range: 12/10/2019 To 01/09/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
01/09/2020	Companion Animal Control LLC	30840	Animal Control Services - Dec 2019	N	Animal Control	100-41916-314-	\$ 80.00
		Total For Check	30840				\$ 80.00
01/09/2020	Tennis Sanitation, LLC	30841*	Recycling for Service Period: Nov - Dec 2019	N	Recycle	100-43300-314-	\$ 2,024.00
		Total For Check	30841				\$ 2,024.00
01/09/2020	Kantrud, Alan	30842*	City Attorney Fees - Dec 2019	N	Legal Services	100-41601-300-	\$ 1,500.00
		Total For Check	30842				\$ 1,500.00
01/09/2020	City of White Bear Lake	30843*	Fire Services - Dec 2019	N	Fire	100-42201-314-	\$ 2,030.17
		Total For Check	30843				\$ 2,030.17
01/09/2020	Xcel Energy	EFT010920A*	Xcel Gas Bill: 11.14.19 - 12.17.19	N	Sewer Utility	605-43190-383-	\$ 29.03
		Total For Check	EFT010920A				\$ 29.03
Total For Selected Checks							\$ 78,589.81

As on 1/9/2020

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Parks			
Miscellaneous (431 through 499)	0.00	4,889.00	(4,889.00)
Total Acct 452	0.00	4,889.00	(4,889.00)
Total Disbursements	0.00	4,889.00	(4,889.00)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		22,554.79	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		4,889.00	
Cash Balance as of 01/09/2020		17,665.79	

As on 1/9/2020

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Total Disbursements	0.00	0.00	0.00
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		66,233.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 01/09/2020		66,233.91	

As on 1/9/2020

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Water Utility			
Contracted Services	0.00	10,833.79	(10,833.79)
Total Acct 431	0.00	10,833.79	(10,833.79)
Total Disbursements	0.00	10,833.79	(10,833.79)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		41,574.59	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		10,833.79	
Cash Balance as of 01/09/2020		30,740.80	

As on 1/9/2020

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Financing Sources:			
Total Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Disbursements:			
Utility Locates			
Contracted Services	0.00	10.80	(10.80)
Total Acct 428	<u>0.00</u>	<u>10.80</u>	<u>(10.80)</u>
Sewer Utility			
Sewer - Wastewater Charge	0.00	4,948.50	(4,948.50)
Utility Services (381 through 389)	0.00	663.79	(663.79)
Utility Services: Gas Utilities	0.00	29.03	(29.03)
Total Acct 431	<u>0.00</u>	<u>5,641.32</u>	<u>(5,641.32)</u>
Total Disbursements	<u>0.00</u>	<u>5,652.12</u>	<u>(5,652.12)</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Beginning Cash Balance		70,903.59	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		<u>5,652.12</u>	
Cash Balance as of 01/09/2020		65,251.47	

RESOLUTION 2020-01

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

**A RESOLUTION DESIGNATING THE WHITE BEAR PRESS
AS THE OFFICIAL NEWSPAPER FOR PUBLICATION
FOR ALL CITY LEGAL NOTICES**

BE IT RESOLVED, by the City Council of the City of Birchwood Village that:

The White Bear Press is designated as the official newspaper for all City of Birchwood Village legal notices.

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2020.

Mary Wingfield, Mayor

ATTEST:

Tobin Lay
City Administrator-Clerk

RESOLUTION 2020-02

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

**A RESOLUTION NAMING U. S. BANK, N.A. AND THE MINNESOTA MUNICIPAL
MONEY MARKET FUND (A/K/A “4M FUND”) AS THE OFFICIAL DEPOSITORIES
OF MUNICIPAL FUNDS**

SECTION 1. RESOLVED, that U. S. Bank, N.A. and the Minnesota Municipal Money Market Fund (a/k/a “4M Fund”) are hereby designated as depositories for the funds of the City of Birchwood Village. The City Treasurer is authorized to deposit city funds therein.

SECTION 2. RESOLVED ALSO, that before any deposits are made that exceed the amount that is guaranteed by the Federal Deposit Insurance Corporation (FDIC), the depository must supply to the City a corporate surety bond in the amount of at least 10 percent more than the amount on deposit at the depository’s cutoff hour. The bond is subject to the approval of the City Council. The surety bond must be conditioned to repay the above amount or any part thereof upon proper demand therefore and to perform such other duties in connection with the deposit as the council may require.

SECTION 3. RESOLVED FURTHER, that, in lieu of the above bond, the depository may furnish collateral in the manner and to the extent permitted by law. All such collateral must be approved by the City Council and accompanied by a written assignment providing that, upon default, the financial institution shall release to the City on demand, free of exchange or any other charges, the collateral pledged.

SECTION 4. RESOLVED FURTHER, all collateral must be placed in safekeeping in a restricted account at either a Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution that is furnishing the collateral. The selection must be approved by the City Council. In case of default upon the part of the depository, the City Council shall have full power and authority to sell such collateral or as much as may be necessary to realize the full amount due the city over such federal guarantee.

This designation is effective until subsequently rescinded by the Birchwood Village City Council.

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2020.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk

RESOLUTION 2020-03

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

**A RESOLUTION ACCEPTING A CASH DONATION FROM
BIRCHWOOD MONDAY PAINTERS GROUP**

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that:

The City Council accepts the cash donations of \$80.00 from members of the Birchwood Monday Painters Group.

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2020.

Mary Wingfield, Mayor

ATTEST:

Tobin Lay, City Administrator-Clerk

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Resolution 2020-05 Appointing Election Judges
DATE: January 9, 2020

Dear Mayor & City Council Members:

Please be advised that there will be three (3) elections in 2020 due to a special Presidential Primary election this year.

The enclosed list of election judges include both active judges and standby / backup judges. The number of positions in the polling place have not changed.

It is important to appointing backup judges to ensure that we have a pool of judges to draw from in case of an emergency with an active judge. It is also important to appoint the backup judges now because the appointment deadline for the Presidential Primary election is January 6th, before the next City Council meeting. Thanks!

Regards,
Tobin Lay
City Administrator

RESOLUTION 2020-05

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

**A RESOLUTION APPOINTING ELECTION JUDGES
FOR THE 2020 PRIMARY AND GENERAL ELECTIONS**

WHEREAS, the City of Birchwood Village will hold Primary Elections on March 3 and August 11, 2020 and General Elections on November 3, 2020 at Birchwood City Hall; and

WHEREAS, the State requires the City to appoint Election Judges for the Primary and General Elections; and

WHEREAS, Presidential Primary Election Judges must be appointed by February 6, 2020.

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

1. The persons below named are hereby appointed judges for the:
 - Presidential Primary Elections to be held on Tuesday, March 3, 2020;
 - Primary Elections to be held on Tuesday, August 11, 2020; and
 - General Elections to be held on November 3, 2020;in the City of Birchwood Village, County of Washington, State of Minnesota.

<u>Name</u>	<u>Name</u>
Ron Sternal	Dale Boettcher
Lisa Rietveld	Sue Kapsner
Amy Hullett	Shari Mitchell
Mary Cahill	Kelly Stobel
Bob Landberg	Andrew Gonyou

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14th day of January, 2020.

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk



Tobin Lay
City of Birchwood Village
207 Birchwood Ave
Birchwood, MN 55110

1/9/2020
RE: Request for Rate Adjustment

Dear Tobin,

Due to an increase from the R & E Board, which is where the refuse from the City of Birchwood Village is delivered, Tennis Sanitation L.L.C. would like to propose a monthly rate adjustment for trash services in. I have attached the notice of increase we received from the R & E Board for your review. Tennis Sanitation L.L.C. proposes a rate increase of \$1.25 per month to assist in covering the increase of tipping fees.

In addition to the trash portion, Tennis Sanitation L.L.C. is also proposing a rate adjustment for recycling services by \$0.50 per month which would equate to \$3.25 per unit per month effective March 1st, 2020. The markets for recyclables have continued to plummet over the past few years. The market trends are driven by China's regulations and their decision to accept fewer products from the U.S. Though the domestic markets we utilize are strong at this time, there are changes on the horizon regarding the volume of material they are able to accept, as well as quality of the product. This in turn adds to the cost of sorting the recycling material to new standards for end markets.

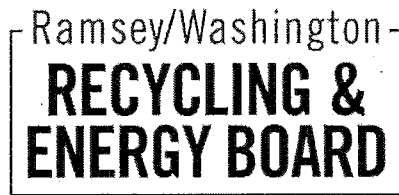
All Birchwood Village residents will receive the following notice on their February invoice and the increase on the April invoice.

"Dear Valued Customer, Due to the increase in our dumping fee, we must unfortunately impose a monthly rate increase. As a result, your invoice may reflect an adjustment. We want to thank you for your valued loyalty to our company and appreciate your understanding for this necessary price increase."

Please advise the approval of the increase, or if you have any questions or concerns

Regards,

Angela Hamann | City Liaison, Commodity Sales & Reports
Tennis Recycling, LLC | Sanitation, LLC | Roll-Off, LLC | TBS, LLC



2785 White Bear Ave.
Suite 350
Maplewood, MN 55109
Office: 651-266-1199
Fax: 651-266-1177
info@morevaluelesstrash.com
morevaluelesstrash.com

September 5, 2018

Re: Official Notice of 2019 Tipping Fee and Hauler Rebate

To: Solid Waste Haulers Licensed in Ramsey and/or Washington Counties

The Recycling & Energy Center (R&E Center) tipping fee for trash from Ramsey and Washington counties will be **\$79.00 per ton in 2019**. The hauler rebate for trash from Ramsey and Washington counties taken to the R&E Center will be **\$10.00 per ton in 2019**. Please visit www.morevaluelesstrash.com for the legal definitions and stipulations associated with the tipping fee and hauler rebate.

Also, as of January 1, 2019, the R&E Center will only accept delivery of trash from Ramsey and Washington counties, and will no longer accept delivery of public entity waste outside of Ramsey and Washington counties.

Ramsey and Washington counties jointly own and operate the R&E Center, which recovers resources from trash from the two counties, instead of putting it into landfills. By doing this, tons of metal are recycled, and fuel is produced and used by Xcel Energy to provide enough electricity to power over 25,000 homes. Plans are underway to recover more recyclables and different forms of energy, and to make improvements to the facility, such as re-surfacing the tipping floor, and installing new doors to the tip floor building. In addition, an automated scale was recently installed to reduce hauler wait time.

Costs to haulers have decreased since the counties have owned and operated the R&E Center. In 2015, under private ownership, the cost to deliver one ton of trash was \$86.22. In 2016 and 2017, this cost was \$70.00 per ton, and in 2018, \$77.00 per ton. In addition, for many years the counties have provided a rebate as an incentive to deliver trash to the facility. This rebate will remain in place during 2019, at \$10 per ton, and will soon be eliminated. When this happens, the tip fee will be the full cost of handling the trash you collect from your customers.

An average household produces about one ton of trash per year so the 2019 tip fee and rebate will increase the cost of trash collection to about \$0.33 per month for each household. Actual cost changes may vary as not all households are alike, and haulers charge different rates. In addition, tip fees (disposal costs) typically account for only 1/3 of a trash bill. The rest of the bill is related to trash collection and other costs to run your business, such as for insurance and labor increases, which you may be passing on to your customers.

Ramsey and Washington counties appreciate your continued support in our ownership and operation of the R&E Center. For more information, visit www.morevaluelesstrash.com. For questions, please contact Joe Wozniak at joe.wozniak@co.ramsey.mn.us or 651-266-1187.

Recycling & Energy Board Joint Leadership Team

Zack Hansen

Nicole Stewart



December 19, 2019

Tobin Lay
City Administrator
City of Birchwood Village
207 Birchwood Ave.
Birchwood Village, MN 55110

Dear Tobin,

Enclosed is the 2020 partnership agreement with Northeast Youth & Family Services. I have also included the addendum referenced in section III-B Services Provided and Exhibit A referenced in section III-D-2 Funding.

Please sign and return a fully executed copy of the agreement to me. You can either send a hard copy through the mail or a pdf electronically. Either way we need a copy in our files for our audit.

We appreciate our partnership with you and look forward to another year of working in concert to serve the residents of our community. I will reach out to you in early January about setting up our annual presentation to the council.

If you have any questions or need more information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry Hromatka', is written over a white background.

Jerry Hromatka
President & CEO

AGREEMENT

I. PARTIES

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

II. 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 City 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 City and NYFS.

III. 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 City 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:
 - 1. Report regarding proposed changes in services and programs to the City; and

2. 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

1. 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.
2. The City shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation using the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U). Such adjustment shall not exceed plus or minus 3% in any year. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
3. Any new City joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
4. Amounts payable by the City shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.

E. Board of Directors. This agreement is contingent upon the City having the right to a seat on the Board of Directors. The Board of Directors shall be limited to not more than 30 Board members.

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 following:

1. 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.
2. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.

3. On or before November 30, of any year NYFS shall submit a written report to the City 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.
 4. Periodically advising the City of services available through NYFS to the City's residents;
 5. Establishing a sliding scale for services available through NYFS to the City's residents and periodically advising the City of such fees;
 6. Providing other reasonable information requested by the City;
 7. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the City as an additional insured and providing a copy of the insurance certificate evidencing such policy to the City;
 8. Provide the City with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
 9. NYFS shall defend and indemnify the City from any and all claims or causes of actions brought against the City of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
 10. Without the written approval of the City, NYFS will not enter into any agreement with any other city which differs from the terms and conditions of this Agreement.
- G. Term. The term of this agreement will be through December 31, 2020. 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 City 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:

1. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
2. 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:

1. Consider the request and by a majority vote deny it.
2. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
3. 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.

CITY OF BIRCHWOOD VILLAGE

By: _____
Elected Official

Its: _____
Clerk/Manager

Dated: _____

NORTHEAST YOUTH & FAMILY SERVICES

By:  _____
President/CEO

Its:  _____
Chair of the Board of Directors

Dated: 12/19/2019

12/2019

Northeast Youth & Family Services
City Participation Figures

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
2.1% increase CPI-U 6-14	.04% increase CPI-U 6-15	1.0% increase CPI-U 6/15	1.4% increase CPI-U 6/15	2.8% increase CPI-U 6/15	6.8% increase CPI-U 6/15
1,635	1,534	1,429	1,449	1,490	1,591

Birchwood

Northeast Youth & Family Services

NYFS services fall into three categories: mental health services and youth development services and community case management services. By providing services in these areas within one agency, we can provide a continuum of care. This has proven beneficial because although mental health, youth development and community case management services have similar goals, their distinctions also complement each other.

Contracted Services

Mental Health Services:

- *Mental Health Counseling* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

Youth Development 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.
- *Senior Chore Program* – youth and other adults complete seasonal and household tasks to help seniors remain independent.

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 Case Management Services:

- *Community Case Management* – helps households access and utilize resources to reduce stress.

City Council Assignments

Mary Wingfield	Randy LaFoy	Jessi Aakre	Jon Fleck	Kevin Woolstencroft
Water / Utility Committee Liaison	Acting Mayor	Capital Improvement Plan	Stormwater Drainage & Rain Gardens	Roads Committee Liaison
Intergovernmental Relations	Public Safety	Birchwood Dock Ass'n Liaison		Assistant Weed Inspector
Volunteer Coordinator	Personnel Committee			
Personnel Committee	Cable Commission			
Weed Inspector	Website Task Force Liaison			
City Buildings				
Unassigned				
Planning Commission Liaison & Comprehensive Plan				
Recycling & Garbage				

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Council Goal-Setting Meeting
DATE: January 9, 2020

Dear Mayor & City Council Members:

With this new year upon us, I encourage you to consider holding a goal-setting meeting and scheduling one or more Council training meetings in 2020. The last time the Council held a goal-setting meeting was in 2017.

The Council accomplished a lot of things in 2019 and I believe it would be beneficial to recalibrate and determine your focus for 2020 and beyond.

If you agree, please discuss possible dates and / or ideas or schedule a future meeting to discuss further.

Request/Recommendation

Staff recommends Council discuss possible dates and / or ideas related to goal-setting or training meetings. Thanks!

Regards,
Tobin Lay
City Administrator

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Local Board of Appeals and Equalization
DATE: January 9, 2020

Dear Mayor & City Council Members:

Now that the Council has terminated the City's contract with the County for Assessment services, the City is required by statute to reinstate local power for local board of appeal and equalization and to train at least one (1) Council Member through the Dept. of Revenue's online training program. Mayor Winfield has already completed this training.

City Assessor Peloquin recommends at least three (3) Council Members receive this training. Information about the training can be found here: <https://www.revenue.state.mn.us/board-appeal-and-equalization-training>.

Furthermore, the Council is required by statute to have a quorum present at all local board of appeal and equalization meetings.

Request/Recommendation

Staff requests Council appoint at least two (2) or all remaining Council Members to complete the Board of Appeal and Equalization training through the Dept. of Revenue. Thanks!

Regards,
Tobin Lay
City Administrator

RESOLUTION 2020-04

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

**A RESOLUTION REINSTATING POWER FOR LOCAL BOARD OF APPEAL
AND EQUALIZATION TO CITY GOVERNING BODY**

WHEREAS, the City Council of the City of Birchwood Village adopted Resolution 2019-23 to terminate the City's agreement with Washington County for assessment services; and

WHEREAS, the City Council desires to reinstate the power of the local board of appeal and equalization to the City of Birchwood Village; and

WHEREAS, the City has met the requirements of Minnesota Statute 274.014 Subd. 3 (c) and is in compliance with Subd. 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Birchwood Village that the powers of the local board of appeal and equalization has been transferred from Washington County to the City of Birchwood Village.

Resolution duly seconded and passed this 14th day of January, 2020.

Mary Wingfield, Mayor

Attest:

Tobin Lay, City Administrator-Clerk

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: 2020 Fee Schedule
DATE: January 9, 2020

Dear Mayor & City Council Members:

Last month I emailed the Council the 2019 Fee Schedule and ask you to consider any changes. As promised, I present the enclosed 2020 Fee Schedule to you now to consider the proposed amendments and to discuss any other possible changes.

The proposed amendments correct typos and establish "Other Inspections and Fees" to apply to all fees in the schedule when required by the City.

Another possible suggestion that was raised a few times in 2019 is to create a hardship discount for certain permit/license fees, such as kayak racks, boat slips, etc.

Request/Recommendation

Staff recommends Council:

- 1) review and discuss the enclosed proposed amendments to the fee schedule; and
- 2) discuss other possible amendments.

Thanks!

Regards,
Tobin Lay
City Administrator

CITY OF BIRCHWOOD VILLAGE

2019-2020 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).....	\$0.10 per page 8 ½ x 11 and 8 ½ x 14
	\$0.20 per page 11 x 17
Copies (Color).....	\$0.50 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...\$0.11 plus postage	
Public Property Access Limited License (\$607. 230 235).....	\$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.

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.....	\$300.00
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)	

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

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.

Other Inspections and Fees:

~~Inspections outside of normal business hours \$63.25 per hour*
(Minimum charge two hours)~~

~~Re-inspection fees \$63.25 per hour*~~

~~Inspection for which no fee is specifically indicated
(Minimum charge one-half hour) \$63.25 per hour*~~

~~Plan Review 65% of the building permit fee~~

~~Additional plan review required by changes,
additions or revisions to Plans
(minimum charge one half hour)..... \$63.25 per hour*~~

~~Thatcher Engineering, Inc. consultant for building, CUP, and variance review \$85.00 per hour*
inspections or both 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.~~

~~**Actual cost includes administrative and overhead costs.~~

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.

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</u> <u>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</u> <u>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) Single Family Dwellings.....\$500.00 per home
- (2) Two Family Dwellings.....\$1000.00 per dwelling

(c) Water Connection (WAC) Fees

- (1) Single Family Dwellings.....\$500.00 per home
- (2) Two Family Dwellings.....\$1,000.00 per dwelling

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 reinspections 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.

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 / Planner

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

- Inspections or both.....actual costs**
- Attorney
- Consult, review and/or analysis.....\$XX.XX*
- 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.

**Actual cost includes administrative and overhead costs.

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



Birchwood Village

TO: Birchwood City Council
 FROM: Tobin Lay, City Administrator
 SUBJECT: Ordinance 2017-07-01, Sec. 615 Exterior Storage
 DATE: January 9, 2020

Dear Mayor & City Council Members:

Per the Council's request, Councilmember LaFoy has prepared the enclosed amendments to Sec. 615 Exterior Storage for Council's review and discussion.

To add context to Councilmember LaFoy's recommendation, I have included below other suggestions that have been considered by the Council in previous iterations of this Ordinance:

General Discussion (2017-2019)

- Should the exception for temporary parking (615.020.9) be afforded only to visitors (the existing rule) or to residents also?
- Should residents be able to park something in front of their house or in their driveway while it is for sale? If so, for how long?

Councilmember Aakre (May 2019)

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

615.020. EXCEPTIONS TO POLICY.

6. Off street parking of correctly licensed and operational automobiles and pickup trucks, parked on a designated **paved or graveled** driveway or on one (1) open paved or graveled space located adjacent to a driveway or garage. Provided, moreover, that any vehicle or boat parked on residential property for sale by the resident must be owned and licensed to the resident. **Any items listed as for sale cannot be stored in an area visible from the frontage street or adjoining properties for more than 30 days in a given calendar year.**

615.030. EXCEPTIONS TO STORAGE LOCATIONS.

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

- a. Lots abutting White Bear Lake;



Jessica Dutton

Upon further review, rather than removing the exceptions I would propose that we clarify the language stating that any stored items cannot be closer to the street frontage than the buildings existing on that lot or 40 feet, whichever is greater (versus whichever is less).

Councilmember Malvey (July 2017)

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

ORDINANCE 2017-07-01

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

**AN ORDINANCE AMENDING EXTERIOR STORAGE
REQUIREMENTS IN CITY CODE**

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

SECTION 615. EXTERIOR STORAGE

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

615.020. EXCEPTIONS TO POLICY.

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

8. Seasonal storage of boats and/or boat lifts is-are permitted in the rear yard of a resident's lot. If the lot is not conducive due to property restrictions (trees, shrubs, structures, impeded access to rear yards, or encumbrances) storage may be in the front yard. Whether in the front or back yard, a boat or boat lift must be stored six (6) feet from the curb edge. Boat or a boat lift may be stored for a maximum of when public docks are taken out of the lake and one month after public docks go back into the lake. Boats or a boat lift must be owned by the residents where the boat or boat lift is being stored.

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

615.030. EXCEPTIONS TO STORAGE LOCATIONS.

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

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

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

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

Adopted by the City of Birchwood Village City Council this __ day of _____, 2020

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Lake Links Trail Update
DATE: January 9, 2020

Dear Mayor & City Council Members:

Since the Council discussed the Lake Links Trail project with Sen. Wiger and Rep. Fischer last month, there have been a few developments to update you on, as follows:

Lake Links Association Grant

The City has received a \$1,000 grant from the Lake Links Association to put towards developing a plan for the Birchwood portion of the trail.

I have been in contact with an engineering firm that frequently consults with MnDOT. This firm is willing to consult Birchwood on this project but needs clear terms of what is expected by the City. \$1,000 will get us approx. 8-10 hours worth of consultation time with this firm.

It is my recommendation that the City:

- contract with this firm or a similarly positioned engineering firm to assist the Council in preparing traffic calming options along the trail route; and
- appoint/assign individuals to immediately begin working with the City of Mahtomedi on a mutually favorable option

Project Cost Estimates

The City has received a rough estimate of costs to widen Hall Avenue and install traffic calming structures. The estimate is \$300,000.00.

It is my recommendation that the City request legislative funding up to \$300,000.00.

Request/Recommendation

Staff recommends Council:

- 1) contract with the engineering firm to assist the Council in preparing traffic calming options along the trail route;
- 2) appoint/assign individuals to immediately begin working with the City of Mahtomedi on a mutually favorable option; and
- 3) request legislative funding up to \$300,000.00.

Thanks!

Regards,
 Tobin Lay
 City Administrator

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Renaming Nordling Park
DATE: January 9, 2020

Dear Mayor & City Council Members:

Last summer the Council discussed renaming Nordling Park. With Council's support, the Mayor began petitioning residents for suggested names. After these many months, the City has received the following suggestions for your consideration:

- Shank Park (after Polly Shank) = 6
- Wingfield Park (after Duke & Skip Wingfield) = 3
- Dean Park (after Steve Dean) = 1
- Other (beyond Birchwood)
 - Broader geographical name = 1
 - Broader historical name = 1
 - Generic name = 1
- No change = 1

Request/Recommendation

Mayor Wingfield and staff request Council:

- 1) review the above suggested park names; and
- 2) select a new name for Nordling Park.

Thanks!

Regards,
 Tobin Lay
 City Administrator

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: East County Line Road Drainage
DATE: January 9, 2020

Dear Mayor & City Council Members:

In response to Council's letter to the Washington County Commissioners last fall regarding the need to improve East County Line Road, Commissioner Karwoski met with the Council and committed County staff to assess the condition of the road and expedite improvements.

As promised, since that meeting with Commissioner Karwoski County staff have visited Birchwood Village and have made temporary improvements to the drainage system along East County Line Road. Additionally, County Engineers have incorporated Birchwood's needs in the County's 2020 improvement project plans for East County Line Road.

Additionally, with Sen. Wiger's help, Washington County Engineers have organized a coalition of members from all of the municipalities that abut Hwy 120 / East County Line Road to begin formulating a long-term redesign of that road.

Result

Washington County will make short-term improvements to East County Line Road in 2020 that include resurfacing the road, updating existing pedestrian ramps, signs, striping, widen shoulders, and replacing existing culverts.

A future redesign / redo of the entirety of Hwy 120 will include needs and wishes determined by the above mentioned coalition and other stake holders as approved by the State and Ramsey / Washington Counties. Birchwood is encouraged to participate in this coalition to help shape the plans to include Birchwood's future needs along this road.

Per Council's request, Commissioner Karwoski and County Engineers will be in attendance at this Council meeting to introduce the County's short-term plans and to answer Council's questions. Our County guests are unable to arrive until 7:30pm so it is suggested that the Council proceed with other agenda items until our guests arrive.

Enclosed is a map of the County's 2020 East County Line Road project. Thanks!

Regards,
Tobin Lay
City Administrator





Matthew S. Duffy
mduffy@mmlawfirm.com
Direct 952.885.1290

September 23, 2019

VIA EMAIL AND U.S. MAIL

H. Alan Kantrud
City Attorney
City of Birchwood Village
5171 Hilltop Avenue
Lake Elmo, MN 55042
Email: hakantrud@coyotelawyer.com

Re: City of Birchwood/Kay Easement
Our File No.: 14551.016

Dear Mr. Kantrud:

As you may recall, this law firm represents Gerald and Judy Duffy (the “Duffys”) It has come to our attention that the City of Birchwood Village (the “City”) is implying or stating that a portion or portions of the beach located on the Duffys’ property, physical address 505 Lake Avenue (PID# 3003021130028) (the “Duffy Property”) may be used by the general public up to the Duffys’ dock. *See* Video of the City Council Meeting, Sept. 10, 2019, about the 2 hour mark. This implication or statement regarding the Duffy Property is categorically false and amounts to authorizing or condoning the general public to trespass on the Duffy Property, at best, and, at worst, establishes a taking by the City of the Duffy Property without compensation in violation of both the Minnesota and United States Constitutions.

As you may be aware, the Duffys’ predecessors in title (Reuben and Patricia Divine (the “Divines”)) sued the City in the late 1970s for ownership of at least a portion of what is the Kay Beach Easement. The lawsuit was resolved by an Order and Decree of Registration, signed by the City on July 25, 1980, and entered by the Washington County District Court (the “Order”); a copy of the Order is enclosed. In relevant parts, the Order created an easement from the City to the Divines (the “Easement”), set judicial landmarks (establishing the common boundary line between the City’s property and the Duffy Property in accordance with the Survey attached thereto), and enabled the Divines to complete the Torrens registration of the Duffy Property. Notably, the grant of the Easement from the City created “a perpetual easement for ingress, egress and enjoyment over and across that part of the land of Birchwood Village (as described in the Order). . . .” *See* Order pp. 3-4, Section 3. There was no reciprocal easement granted by the Divines to the City. Accordingly, the City has no authority to imply or state that the general public may use any portion

of the Duffy Property. For avoidance of any doubt as to the judicially established boundary line and easement created by the Order, please refer to the enclosed survey completed on or about August 12, 2019; which confirms the legal descriptions contained the Order and boundary line created by the judicial landmarks.

The City has no legal right to imply or authorize access to the Duffy Property by the general public. Similarly, the City must comply with the terms of the Order including the boundary line established by the judicial landmarks and the Easement created for the benefit of the Duffy Property. To the extent that there was any misunderstanding or misstatement by the City regarding the Duffy Property or the Easement, we expect that the City will correct or address that at the next public meeting to eliminate any confusion about the Duffy Property.

It has also come to our attention that the City believes that it has a quit claim deed that in some way influences the discussion regarding the Duffy Property and/or the Easement. We reviewed the most recent certificate of title to the Duffy Property and there is no record of any quit claim deed between the Duffy Property and the City. Please produce a copy (or copies) of this alleged quit claim deed(s) for our review.

Next, we are aware of at least a couple of public meetings involving City discussion of the Duffy Property. The Duffys have not received written notice of these meetings or the nature of these discussions regarding the Duffy Property. As you know, if there were any discussions involving the Duffy Property, Due Process demands that the Duffys receive written notice of the meeting and that they are provided a meaningful opportunity to be heard. And, to the extent the City has taken any action related to the Duffy Property at these meetings and no notice was provided, we are prepared to take legal action against the City for, among other things, violations of the Duffys' Due Process Rights.

Going forward, the Duffys have authorized this firm to undertake any legal action against the City to enforce their property rights, the Order, or redress any damages sustained. Also, please let me know the date and time of the public meeting at which the City's will address and/or correct the City's misunderstanding or misstatement about the Duffy Property.

Very truly yours,

MONROE MOXNESS BERG PA



Matthew S. Duffy
Attorney at Law

MSD/kh

cc: Client (via email only).

In the Matter of the Application, to Register Title to Certain Land, of

Reuben Divine and Patricia June

Divine

No. 763

ORDER AND DECREE
OF REGISTRATION

The above entitled matter, upon the motion of the applicant(s), came on for hearing at the Court House in the City of Stillwater, said County and State, and the Court having duly considered the Application, the Report or Reports of the Examiner, the evidence adduced by the applicant(s) finds:

1. That according to the last official assessment thereof, the premises hereinafter described are of the assessed value of \$ 9,135.00, exclusive of improvements. The full and true value thereof, exclusive of improvements, according to the last official assessment is \$ 43,500.00.

2. That all the requirements of the law in respect to the application and any amendments thereto have been complied with and that all of the defendants in this proceeding have been duly served with process as required by law or have consented to the registration herein and it further appears that no Answer, Demurrer or Notice of appearance has been filed in this proceeding.

3. That, except as hereinafter provided, none of the defendants named in the summons and any amendments or supplements thereto, have any right, title, estate, lien or interest in the real estate hereinafter described.

4. That the premises hereinafter described are occupied by applicants

pursuant to _____

(add any additional findings and number them, beginning with number 5)

5. That applicants and their predecessors in title have openly and continuously owned, possessed and improved the property herein sought to be registered, being Lot 1, Block 2, Lakewood Park Third Division together with adjacent excess property arising out of survey errors occurring in said plat, for a period in excess of fifteen (15) years and have established ownership thereof both of record and by adverse possession.

6. That applicants and defendant City of Birchwood Village have entered into a Stipulation for the practical location of their common boundary which the Court finds to be fair and reasonable.

7. That a plat of survey dated November 2, 1978 and revised November 16, 1978, April 27, 1979, July 6, 1979, October 1, 1979, April 7, 1980 and June 17, 1980, by H. William Rogers of Suburban Engineering, Inc., a Registered Land Surveyor of Minneapolis, Minnesota, has been filed herein which depicts and describes the same land as described in the Third Amended Application herein.

8. That the boundary lines of said premises have been determined by said survey and are now marked by Judicial Landmarks set by H. William Rogers of Suburban Engineering, Inc., a Registered Land Surveyor of Minneapolis, Minnesota, as shown by his Certificate of Survey herein on file and as set out hereinafter in the description of said premises.

(over)

(Stamp for Fee Paid Registrar of Titles)

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That a default as to each defendant named in the summons and any amendments or supplements thereto and, "all other persons or parties unknown claiming any right, title, estate, lien or interest in the real estate hereinafter described", is hereby entered in the above entitled action.

2. That Reuben Divine and Patricia June Divine, husband and wife,
as joint tenants

whose post-office address is 1844 Yorkshire

City of St. Paul, County of Ramsey, State of Minnesota
xx(arc) the owner(s) of an estate in fee simple in the following described land in the County of Washington, State of Minnesota:

That part of Lakewood Park Third Division or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota, described as follows: Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of N 1°12'34" W, along the East line of said Government Lot, 91.16 feet to the Southwesterly line of Block 2, Lakewood Park Third Division; thence N 71°00'42" W, along said Southwesterly line, 374.49 feet to the angle point in said block; thence N 27°28'42" West, along said Southwesterly line, 180.00 feet to the actual point of beginning, which point is marked by a Judicial Landmark; thence continuing N 27°28'42" W, 80.00 feet to a point hereafter known as point A, which point is marked by a Judicial Landmark; thence N 33°55'37" W, 35.00 feet to a point, which point is marked by a Judicial Landmark; thence N 72°17'33" E, 128.72 feet to a point, which point is marked by a Judicial Landmark; thence N 78°04'34" E, to its intersection with a line bearing N 62°45'49"E, from said point A, which point of intersection is marked by a Judicial Landmark, thence S 19°50'17" E to its intersection with a line bearing N 52°19'59" E from the actual point of beginning, which point of intersection is marked by a Judicial Landmark; thence S 52°19'59" W to the actual point of beginning. All of said Judicial Landmarks are set pursuant to Torrens Case No. 763. Subject to easements of record, if any.

The above-described property being Lot 1, Block 2, Lakewood Park Third Division, according to the recorded plat thereof, together with other property adjoining, which other property being excess property arising out of survey errors occurring in the original plat.

Together with accretions and relictions thereto.

3. That the applicants and the City of Birchwood Village desire to amicably settle and resolve all issues existing between them arising out of applicants' proceedings to register title to the above-described property or regarding the location of the common boundary between their properties.

4. That doubt and uncertainty as to the true location of the common boundary has given rise to dispute between the parties and prevents the applicants from improving their property because of the apprehension of future disturbance and litigation, and both are desirous of settling this dispute.

5. That the applicants have caused the property above-described to be surveyed by H. William Rogers, a registered surveyor, employed by Suburban Engineering, Inc., of 6875 Highway No. 65 NE, City of Minneapolis, County of Hennepin, State of Minnesota, to establish the location of the common boundary lines between their adjoining property and to obtain a proper description of excess property adjacent to Lot 1, Block 2, Lakewood Park Third Division arising out of survey errors occurring in the original plat and claim by applicants.

6. That said surveyor has prepared a certificate of survey dated June 17, 1980, which is attached hereto as Exhibit A.

NOW THEREFORE, For the reasons set forth above, and in consideration of mutual covenants and promises of the parties hereto, Reuben Divine and Patricia June Divine, hereinafter applicants, and the City of Birchwood Village, hereinafter Birchwood Village, agree as follows:

SECTION 1

ACCEPTANCE OF SURVEY

The parties hereby accept, ratify and locate by agreement the common boundary line between their property as established by the above-recited survey and shown upon the attached certificate thereof, to wit:

Commencing at the Southeast corner of Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota; thence on an assumed bearing of N 1°12'34" W, along the East line of said Government Lot, 91.16 feet to the Southwesterly line of Block 2, Lakewood Park Third Division; thence North 71°00'42" W, along said southwesterly line, 374.49 feet to the angle point in said block; thence North 27°28'42" W, along said Southwesterly line 260 feet to a point hereafter known as point A; thence North 33°55'37" W, 35.00 feet, to the point of beginning of the line to be described; thence North 72°17'33" E, 128.72 feet; thence North 78°04'34" E to its intersection with a line bearing N 62°45'49" E, from said point A; thence N 69°49'46" E to the shore line of White Bear Lake and there terminating.

SECTION 2

BINDING EFFECT

This Stipulation and the location of the common boundary line above described and established hereby shall be binding upon the parties hereto, their heirs, executors, successors and assigns as covenants running with the land.

SECTION 3

GRANT OF EASEMENT

Birchwood Village hereby grants unto applicants as joint tenants and not as tenants in common, their assigns, the survivor of said parties and the heirs and assigns of the survivor, a perpetual easement for ingress, egress and enjoyment over and across that part of the land of Birchwood Village described as follows:

That part of Lakewood Park Third Division or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota, and accretions and relictions thereto, described as follows: Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of North 1°12'34" W, along the East line of said Government Lot 2, 91.29 feet to the Southwesterly line of Block 2, Lakewood Park Third Division; thence North 71°00'42" W, along said Southwesterly line, 374.49 feet to the angle point in said block; thence North 27°28'42" W, along said Southwesterly line 260 feet to a point hereafter known as point A; thence North 33°55'37" W, 35.00 feet; thence North 72°17'33" E, 128.72 feet; thence North 78°04'34" E to its intersection with a line bearing North 62°45'49" E, from said point A and the point of beginning of the land to be described; thence North 69°49'46" E, to the shore of White Bear Lake; thence Northwesterly, along said shore line, to its intersection with a line bearing North

62 45'49" E, from said point A; thence South
62 45'49" W, to the point of beginning.

SECTION 4

PROHIBITION ON IMPROVEMENTS

No improvements shall be constructed or permitted by the parties upon or encroaching upon the above described easement granted to applicants.

SECTION 5

CONSENT TO PROCEED BY DEFAULT

Birchwood Village hereby agrees and assents to applicants further proceeding by default to register title to the property described in their third amended application upon the condition that this Stipulation be presented to the Court and the same approved by the Court without change and memorialized upon the Certificate of Title to be issued to the applicants. In the event that this Stipulation shall not be so approved or memorialized Birchwood Village reserves the right to appear further in these proceedings and answer or oppose applicants' application without limitation.

SECTION 6

CONSIDERATION

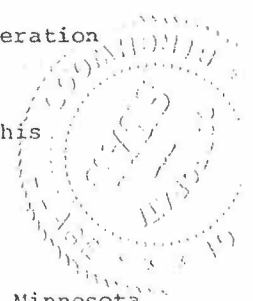
The easements, covenants, conditions and restrictions contained in this agreement together with the benefits of a practical location of the common boundary of the parties is acknowledged to constitute good and sufficient consideration therefor.

IN WITNESS WHEREOF, The parties have executed this agreement as follows:

CITY OF BIRCHWOOD VILLAGE

By *Walter B. Oliver* at Birchwood, Minnesota
this 25 day of July, 1980.

By *Janette M. Mellgren* at Birchwood, Minnesota
this 25 day of July, 1980.



Dated at St. Paul, Minnesota
this 11th day of August, 1980.

Kenneth Maas
Kenneth Maas, Attorney for
City of Birchwood Village
301 Midwest Federal Building
St. Paul, Minnesota 55101

PETERSON, GRAY & SHEAHAN, LTD.

Dated at St. Paul, Minnesota
this 11th day of August, 1980.

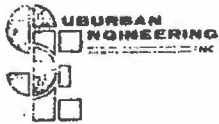
By Milton Gray
Milton Gray
Attorneys for Applicants
307 Midwest Federal Building
St. Paul, Minnesota 55101

Reuben Divine
Reuben Divine

Dated at St. Paul, Minnesota
this 11th day of August, 1980.

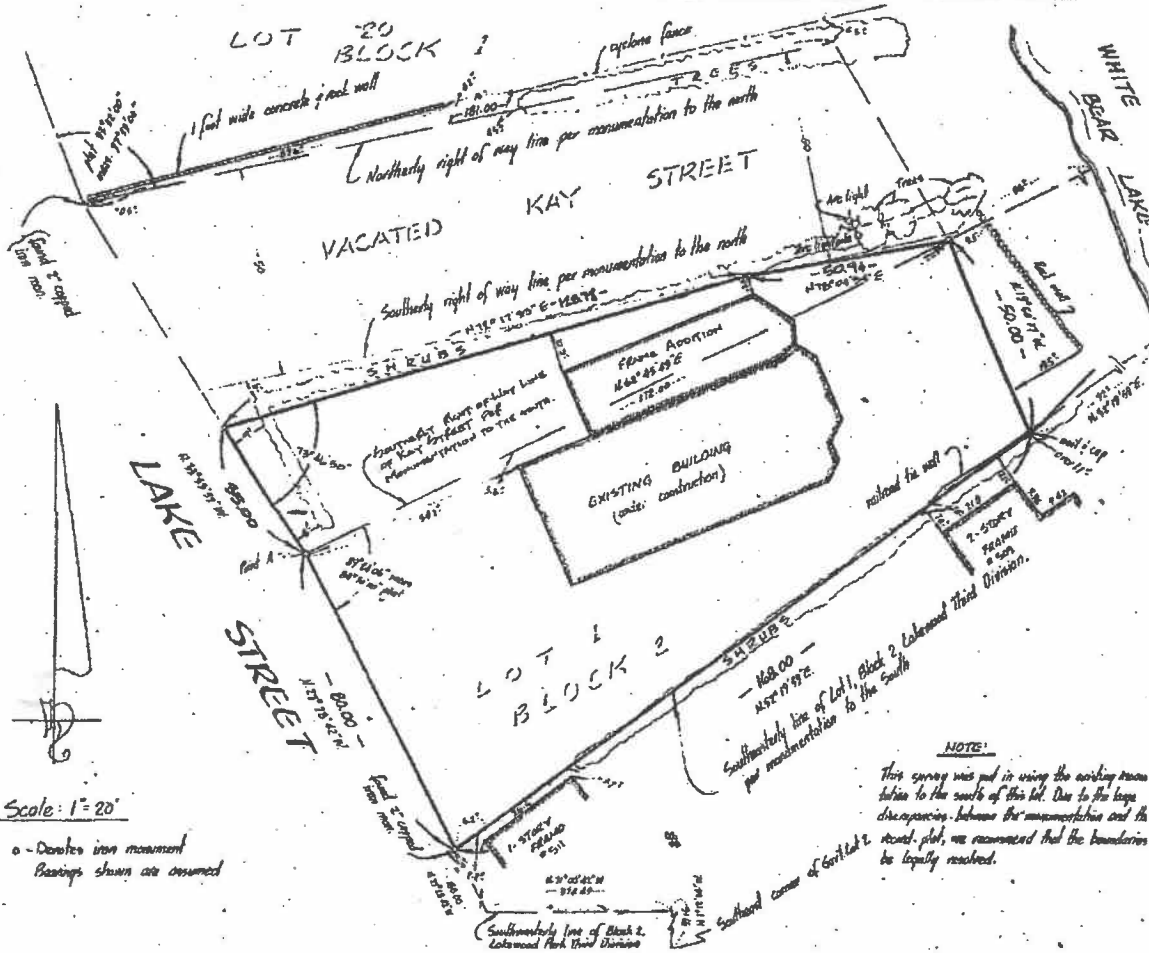
x Patricia June Divine
Patricia June Divine

Dated at St. Paul, Minnesota
this 11th day of August, 1980.



Main Office 571 0066
 12211 Highway No. 65, N.E.
 Minneapolis, Minnesota 55432
 South Office 890 6510
 1101 Oak Road
 Roseville, Minnesota 55137

Certificate of Survey for R. DIVINE



Scale: 1" = 20'
 o - Denotes iron monument
 Bearings shown are assumed

That part of Lakewood Park Third Division or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota, described as follows: Commencing at the southeast corner of said Government Lot 2; thence on an assumed bearing of $N 71^{\circ} 12' 34'' W$, along the east line of said Government Lot 2, 91.16 feet to the southwesterly line of Block 2, Lakewood Park Third Division; thence $N 71^{\circ} 00' 42'' W$, along said southwesterly line, 374.49 feet to the angle point in said block; thence $N 27^{\circ} 28' 42'' W$, along said southwesterly line, 180.00 feet to the actual point of beginning; thence continuing $N 27^{\circ} 28' 42'' W$, 80.00 feet to a point hereafter known as point A; thence $N 33^{\circ} 55' 37'' W$, 35.00 feet; thence $N 72^{\circ} 17' 33'' E$, 128.72 feet; thence $N 78^{\circ} 04' 34'' E$ to its intersection with a line bearing $N 62^{\circ} 45' 49'' E$, from said point A; thence $S 19^{\circ} 50' 17'' E$ to its intersection with a line bearing $N 52^{\circ} 19' 59'' E$ from the actual point of beginning; thence $S 52^{\circ} 19' 59'' W$ to the actual point of beginning. Subject to easements of record, if any. The above described property being Lot 1, Block 2, Lakewood Park Third Division, according to the recorded plat thereof, together with other property adjoining, which other property being excess property arising out of survey errors occurring in the original plat.

I hereby certify that this is a true and correct representation of a survey of the boundaries of the above described land, and of the location of all buildings, thereon, and all visible encroachments, if any, from or on said land. As surveyed by me this 2nd day of Nov, A.D. 1978.

SUBURBAN ENGINEERING, INC.
 Engineers Surveyors
 by *[Signature]*

Rev. 4/11/80
 Rev. 11/16/78
 Rev. 4/23/79
 Rev. 7/16/77
 Rev. 10/11/79
 Rev. 4/15/80

L377/
 9-158

CERTIFICATE OF SURVEY



SCALE : 1" = 30'

PROPERTY DESCRIPTION

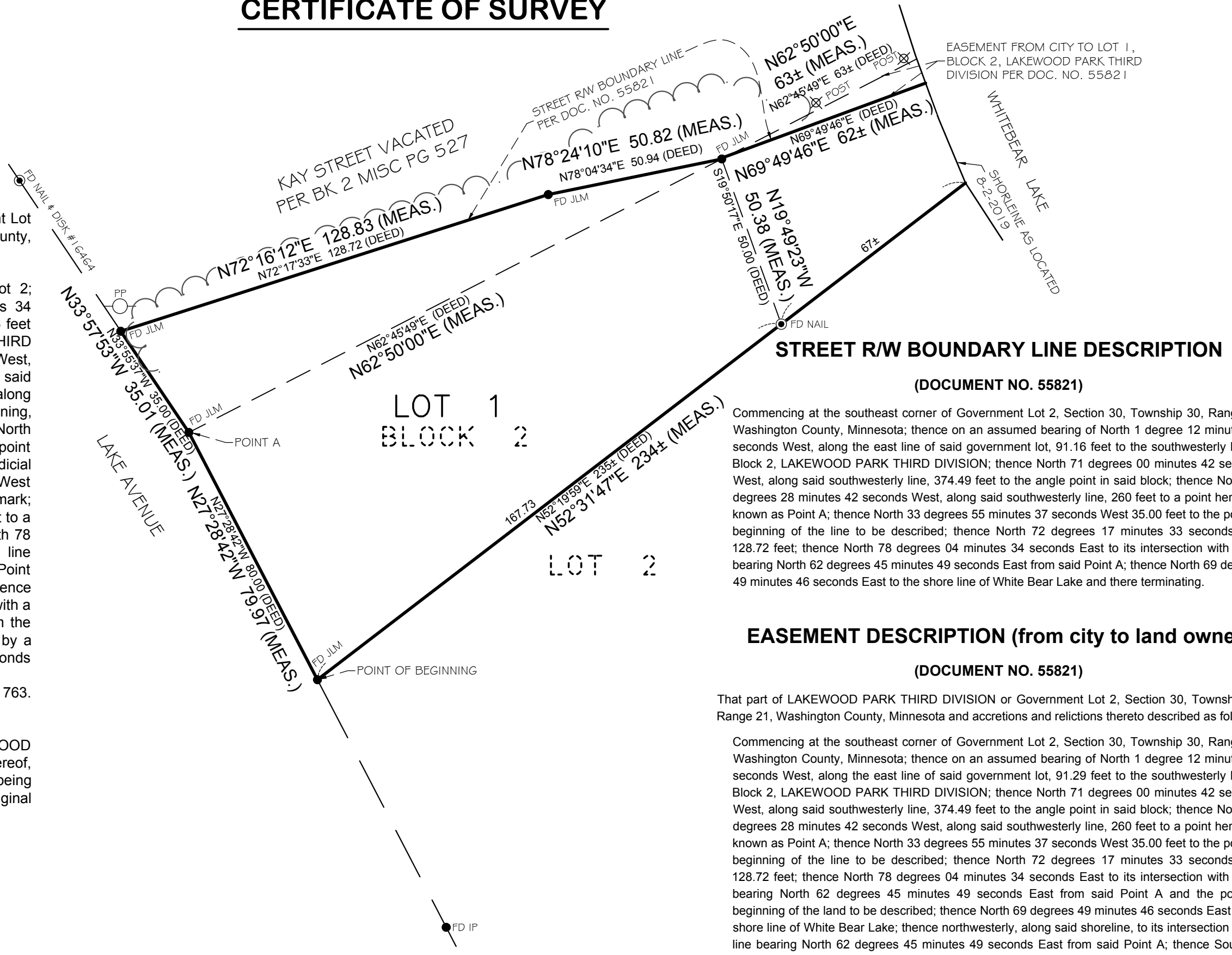
That part of LAKEWOOD PARK THIRD DIVISION or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota, as to the following described property:

Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of North 1 degree 12 minutes 34 seconds West along the East line of said Government Lot, 91.16 feet to the southwesterly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesterly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesterly line, 180.00 feet to the actual point of beginning, which point is marked by a Judicial Landmark; thence continuing North 27 degrees 28 minutes 42 seconds West 80.00 feet to a point hereafter known as Point A, which point is marked by a Judicial Landmark; thence North 33 degrees 55 minutes 37 seconds West 35.00 feet to a point, which point is marked by a Judicial Landmark; thence North 72 degrees 17 minutes 33 seconds East 128.72 feet to a point, which point is marked by a Judicial Landmark; thence North 78 degrees 04 minutes 34 seconds East to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A, which point of intersection is marked by a Judicial Landmark; thence South 19 degrees 50 minutes 17 seconds East to its intersection with a line bearing North 52 degrees 19 minutes 59 seconds East from the actual point of beginning, which point of intersection is marked by a Judicial Landmark; thence South 52 degrees 19 minutes 59 seconds West to the actual point of beginning.

All said Judicial Landmarks are set pursuant to Torrens Case No. 763. Subject to easements of record, if any.

The above described property being Lot 1, Block 2, LAKEWOOD PARK THIRD DIVISION, according to the recorded plat thereof, together with other property adjoining, which other property being excess property arising out of survey errors occurring in the original plat.

Together with accretions and relictions thereto.



STREET R/W BOUNDARY LINE DESCRIPTION

(DOCUMENT NO. 55821)

Commencing at the southeast corner of Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota; thence on an assumed bearing of North 1 degree 12 minutes 34 seconds West, along the east line of said government lot, 91.16 feet to the southwesterly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesterly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesterly line, 260 feet to a point hereafter known as Point A; thence North 33 degrees 55 minutes 37 seconds West 35.00 feet to the point of beginning of the line to be described; thence North 72 degrees 17 minutes 33 seconds East 128.72 feet; thence North 78 degrees 04 minutes 34 seconds East to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A; thence North 69 degrees 49 minutes 46 seconds East to the shore line of White Bear Lake and there terminating.

EASEMENT DESCRIPTION (from city to land owner)

(DOCUMENT NO. 55821)

That part of LAKEWOOD PARK THIRD DIVISION or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota and accretions and relictions thereto described as follows:

Commencing at the southeast corner of Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota; thence on an assumed bearing of North 1 degree 12 minutes 34 seconds West, along the east line of said government lot, 91.29 feet to the southwesterly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesterly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesterly line, 260 feet to a point hereafter known as Point A; thence North 33 degrees 55 minutes 37 seconds West 35.00 feet to the point of beginning of the line to be described; thence North 72 degrees 17 minutes 33 seconds East 128.72 feet; thence North 78 degrees 04 minutes 34 seconds East to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A and the point of beginning of the land to be described; thence North 69 degrees 49 minutes 46 seconds East to the shore line of White Bear Lake; thence northwesterly, along said shoreline, to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A; thence South 62 degrees 45 minutes 49 seconds West to the point of beginning.

I hereby certify that this is a true and correct representation of a tract as shown and described hereon. As prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Russell P. Damlo

RUSSELL P. DAMLO Minn. Reg. No. 19086

8-12-2019

Date

PREPARED FOR:

MATT DUFFY
7760 FRANCE AVE. SO. STE 700
MINNEAPOLIS, MN 55435

PROJECT NO. 16927-00B

ADDRESS:
505 LAKE AVENUE,
WHITEBEAR LAKE, MN

CONTRACT FOR SNOW REMOVAL SERVICES

This Contract, made and entered into this 1st day of November, 2017, by and between, the City of Birchwood (the City), a municipal corporation with offices at 207 Birchwood Avenue, Birchwood, MN 55110 and Birch, Inc. (the Contractor) who is in the business of providing commercial snow removal and is a business organized under the laws of the state of Minnesota with offices at, 3100 Spruce Street, Saint Paul, MN 55117.

WHEREAS, City needs to provide for the orderly salting sanding and snow removal for the areas of the City that it is responsible for, including the City Streets, City Hall and Parks parking lots and,

WHEREAS, Contractor is in the business of providing salting, sanding and snow removal and,

WHEREAS, the Parties desire to formalize their relationship by execution of this Contract;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES, as follows:

1. Parties. The Parties to this Contract are BIRCH INC. (hereinafter referred to as the “Contractor”), and CITY (hereinafter referred to as the “Client”).

2. Recitals. The above recitals are hereby incorporated into this Agreement by reference.

2.1. Term. The term of this Contract is for three (3) years, from November 1, 2017 through April 30, 2020. This Contract may be extended an additional three (3) year term.

3. Service Provisions.

3.1. Snow Removal Services. The Contractor shall provide Snow Removal services to ensure safe access to and from City streets and from the City Hall and Tighe-Schmitz Park parking lot(s). Contractor agrees to provide salt / sand mix to ensure the surface has been treated to guard against ice formation, performance of which is further indicated in Section 3.3 below. This contract does not include East County Line Road.

3.2. Subcontractors. The Contractor shall determine if the services at the above sites shall be serviced by a subcontractor. All Subcontractors will carry the necessary licensure, bonding, and insurance requirements that will meet or exceed state, local, and contract requirements if applicable and any subcontractors engaged shall be subject to the approval of the Client at their sole discretion.

3.3. Scheduling. The Contractor and Client agree that due to the unpredictable nature of weather patterns that the Client’s site(s) will be serviced within 2 hours after the end of the snow event reaching at least 1” of accumulation that is not expected to melt within the next 4 hours. Any additional service or changes beyond these parameters requires preapproval with the City Administrator. for sidewalks and the following sSpecific performance of service(s):

FULL PLOW: For snow events reaching over 4” at midnight with snow continuing to fall ~~Full~~-full plow of city streets will begin at approximately 2:00AM on any snowfalls over 1”, plowing primary roads first (as highlighted on provided map attached as **Exhibit A**) followed by secondary roads with the goal of having a majority of all the snowplowing completed by 7:00AM. A plow truck will stay within the City until all plowing is completed; or at additional request by the City of Birchwood Administrator. Contractor shall use best-efforts to plow within 1’ of the edge of all plowable surfaces.

SAND-SALTING:

Sand-Salting-salting shall occur before there is less than 1” of snowfall and,

- Primary streets and intersections will be salted, unless areas are melted due to pre-treating
- Secondary streets will be salted as needed to efficiently provide traction and avoid slipping depending on road surface temperatures, air temperatures, snow compaction, etc...

Sand-salting shall also occur after full plowing of over 1” and,

- Primary streets and intersections will be salted, unless areas are melted due to pre-treating
- Secondary streets will be sand-salted as needed depending on road surface temperatures, air temperatures, snow compaction, etc...

All salt shall be picked up on behalf of City of Birchwood by Contractor from City’s supplier during normal business hours.

SALT/SAND: Salt/sand mixture is preferred to straight salt application and can be applied when temperatures are too cold for salt to work effectively and/or when an icy condition occurs that needs instant traction. Salt/sand is picked up on behalf of City of Birchwood by Contractor from City’s supplier during normal business hours.

PRE-TREATING: Main streets, pre-determined areas, and intersections would be pre-treated with either Salt Brine or Apex Magnesium Liquid deicer depending on street and air temperatures. Liquid deicers will be picked up by Contractor from City’s supplier.

3.4. Specific Location Performance Criteria. Contractor shall plow and deposit all snow between Owl Street and the Elm Easement towards the boulevard/Park and not obstruct driveways or garages located on Wildwood Avenue.

3.5. Flagging. It is understood and agreed to that Contractor ~~shall~~may flag and stake all edges, obstacles and other obstructions that may be damaged once obscured by snow and potentially damaged during snow removal. Said flagging in no way is accepted by Client as a waiver to claims for damages to property pursuant to Section 4 and any

other remedies available to Client. Flags shall be removed by April 30th of any given year.

3.6. Snow Removal Rates. The Contractor shall provide its services at the following rates:

See Attached **Exhibit B** for rates charged for services.

These rates shall be the total costs charged to the Client and shall include all costs of operation, maintenance, labor, fuel, overhead, profit, insurance, and any other cost incurred by the Contractor in performing services under this contract. Client also agrees that the service list is not all inclusive and services may need to be rendered from time to time that are not included in this agreement, Contractor agrees to have all uncovered services approved in advance that do not fall under this agreement. Rates for services outside the contract season dates shall be consistent with **Exhibit B**.

3.7. Efficient Performance. Given the variable rates that the Contractor charges for its different equipment, the Contractor shall provide its services and utilize its equipment in a manner that is the most efficient and cost effective available, such that the hourly charges to the Client are minimized. It is understood that all services are subject to availability and scheduling.

4. Contract Standards and Operation

4.1. Vehicles. All vehicles utilized by the Contractor shall be kept in good working order, and shall not be allowed to stand in any street, parking lot, alley or other place longer than is reasonably necessary to provide the services herein. The Contractor shall be responsible to keep all vehicles used for services marked uniformly with the Contractor's name prominently displayed in letters of contrasting color one each side of each vehicle. All equipment shall meet all Federal, State, County, DOT, and Municipal regulations concerning snow removal vehicles used on public roads. Each vehicle shall be equipped with:

- All Occupational Safety and Health Act (OSHA) requirements regarding warning devices, including a revolving or flashing amber light.
- Trucks hauling snow shall have side boards no higher than nine (9) feet.
- A fire extinguisher.

4.2. Equipment Damage. The Contractor shall be responsible for safekeeping of its equipment, including, but not limited to, fire damage, theft and graffiti to the equipment. This provision shall in no way limit the Contractor's right or ability to seek repayment for damages caused to its equipment from persons, other than the Client, who are responsible for the damages.

4.3. Customer Notice. The Client shall be responsible for advising and monitoring individual clients and employees of Property regarding their duty to safeguard their personal property from damage, e.g., that client / employee property needs to be moved when required to allow for services.

- 4.4. Employee Safety.** The Contractor shall provide and maintain all safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare.
- 4.5. Applicable Regulations.** The Contractor shall comply with all applicable ordinances of the City and with all laws and rules of the County, the State of Minnesota and its agencies relating to the removal of snow and ice, and application of sand and salt as applicable.
- 4.6. Licenses.** The Contractor shall maintain at all times all licenses required by state, county, and local government for the services, including proper licensing for all drivers/operators employed or contracted by the Contractor.
- 4.7. Communication.** The Contractor shall establish and maintain an office with supervision and a telephone number for requesting call-outs and other needs on a 24/7 basis during winter months. The address and telephone number of such office shall be provided to the Client, and the Contractor shall promptly notify the Client in writing of any changes in either. The Contractor shall respond to all calls promptly and courteously. The Contractor will only accept calls from the City Administrator or their authorized representatives, all other calls and requests will be deemed unauthorized and directed back to the Client. Service updates will be delivered electronically following service of any kind. A representative of Contractor shall schedule and meet with the City Administrator or their authorized representatives at least monthly to review and discuss performance and/or complaints received during the season.
- 4.8. Contact Person.** It is expected that the Client's primary contact with the Contractor shall occur via its pre-approved phone-tree as delivered to Client.
- 4.9. Damage to Property.** The Contractor shall be responsible for all damage to Client's property such as buildings, posts, signs, fences, hydrants, water lines, sewer lines, storm sewers, manholes, lift stations, or other Client infrastructure, as well as damage to lawns, mailboxes, driveways, curbs, sidewalks or other property owned by Client or its residents, caused by the negligent or careless driving or other misconduct of the Contractor.

5. Invoicing and Payment.

- 5.1. Invoicing.** The Contractor shall invoice the Client for its services on a Monthly basis. The Contractor's invoices shall be itemized and provide reasonable detail so to allow the Client to review the services provided and time expended by the Contractor.
- 5.2. Payments.** Payment is due within 45 days of invoicing.

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6. Relationship of the Parties

6.1. Independent Contractor. The Contractor and its employees, agents or subcontractors shall be deemed an independent contractor for purposes of all services to be provided under this Contract. Nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners or joint ventures. Unless otherwise agreed by the parties, the Contractor shall provide its own tools and equipment and shall select its own manner and method of performing its services. The Contractor and its employees, agents or subcontractors shall not be considered an employee of the Client for any purpose, and shall waive, release, and not be entitled to any of the benefits usually accorded regular employees, including but not limited to severance pay, health insurance benefits, PERA, unemployment benefits, retirement credits, worker's compensation coverage, or any other rights or benefits that accrue to Client's employees, if any.

7. Notice to parties. Notices required to be provided pursuant to this Contract shall be given by United States Mail to the following addresses, by personal service, or fax, or by e-mail if the parties agree:

To the Client:	To the Contractor:
City of Birchwood 207 Birchwood Avenue Birchwood, MN 55110	Birch, Inc. 3100 Spruce Street Saint Paul, MN 55117

8. Insurance. The Contractor shall maintain appropriate insurance coverage to cover its activities at all times while this Contract is in effect, in at least the following amounts:

- General liability: \$1,000,000/\$2,000,000
- Property: \$1,000,000/\$2,000,000
- Auto liability: \$1,000,000/\$2,000,000
- Worker's Comp: Per Statute or \$500,000 per injury, whichever is greater

Any lapse of insurance coverage shall be cause for the Client to immediately terminate the Contract. All policies evidencing insurance required by this paragraph shall insure the Contractor for any act or omission, including negligence of the Contractor or of the Contractor's employees or agents, in connection with the performance of the services herein, including claims arising out of the use of or operation of any vehicles used by the Contractor or the Contractor's employees or agents in performing the services.

- 9. Indemnity.** The Contractor agrees to indemnify and hold harmless the Client, its agents, officers, and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the Client on account of any act or omission, including negligence of the Contractor or the Contractor's employees or agents, in connection with the Contractor's performance. The Contractor agrees to defend any action brought against the Client on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.
- 10. Transfer of Rights and Obligations.** The Contractor shall not assign, transfer, or subcontract its obligations under this Contract without notice to and approval of the Client. Any attempt to assign or transfer this Contract in whole or in part without prior approval of the Client shall be grounds for immediate termination of the Contract.
- 11. Nondiscrimination.** The Contractor agrees that during the term of this Contract, it will not within the State of Minnesota discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, or ancestry and will include a similar provision in all subcontract(s) entered into for the performance hereof. This paragraph is included in this Contract to comply with provisions of Minnesota Statutes § 181.59. Violation of this statute is a misdemeanor, and if violated, will permit the Client to cancel this Contract.
- 12. Costs and Attorneys Fees.** The prevailing party in any dispute arising out of this Contract shall be entitled to reimbursement of its costs and attorneys' fees in asserting or defending its rights hereunder against the non-prevailing party.
- 13. Merger, Amendment & Savings Clause.** It is understood and agreed that the entire Contract between the parties is contained herein and that this Contract supersedes all oral agreements, negotiations, and past practices between the parties relating to the subject matter. This Contract may be amended at any time by mutual agreement of the Client and the Contractor. Any amendments shall be in writing to be effective. If any section of this Contract is found to be invalid or not enforceable, the remainder of the Contract shall remain in force and binding.
- 14. Termination.** This Contract shall terminate upon the expiration of the term as provided in Paragraph 2 or upon 60 days written notice by either party. Upon termination of the Contract, the relationship shall end, except for the damage obligations of the parties under Paragraph 4, the indemnity obligations of the Contractor under paragraph 9. If the Contractor fails to perform any of the provisions of this Contract or so fails to administer the

work as to endanger the performance of the Contract, this shall constitute default. Unless the Contractor's default is promptly remedied, the Client may, upon written notice, immediately cancel this Contract in its entirety. Failure on the Client's part to perform on the payment terms under paragraph 5 will constitute a default of contract on behalf of the Client and all services will immediately be terminated without further cause or consideration.

15. Governing Law. The laws of Minnesota shall govern the interpretation and enforcement of this Contract. The parties consent to the jurisdiction and venue of the Ramsey County District Court for all disputes arising hereunder.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the dates set forth below.

City of Birchwood, Client

By: _____
Mary Wingfield, City Mayor

Dated: _____

By: _____
Tobin Lay, City Administrator

Dated: _____

Birch, Inc., Contractor

Kris Birch, President

DATED: _____