



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

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

CALL TO ORDER

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

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

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/85858990867?pwd=UUZUM1ppVHcwZzJwWHJCWmh4c3l0Zz09>

Meeting ID: 858 5899 0867

Password: 384079

One tap mobile

+16465588656,,85858990867#,,1#,384079# US (New York)

+13017158592,,85858990867#,,1#,384079# US (Germantown)

Dial by your location

* Denotes items that have supporting documentation provided

- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Germantown)
- +1 312 626 6799 US (Chicago)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 858 5899 0867

Password: 384079

Find your local number: <https://us02web.zoom.us/j/85858990867>

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. Elections: Aug 11 Primary; Nov 3 General and City. Affidavit of Candidacy accepted July 28-Aug 11
- B. August City Council Meeting Rescheduled to August 18th
- C. Impounded 17' Alumacraft canoe. Contact City Hall if this is yours
- D. \$200 Toilet Efficiency Rebates – see events page on City website
- E. New Wildwood Library opening (limited) on July 20
- F. We are social, follow us on Facebook/Twitter and/or register for the email listserv

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report* (pp. 5-6)

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from June 9, 2020* (pp. 7-9)
- B. Approve Special Meeting Minutes from June 30, 2020* (pp. 11-12)
- C. Approve Treasurer's Report* (pp. 13-27)
- D. Approve Resolution 2020-23, Fund Transfers* (p. 29)
- E. Approve Resolution 2020-25, Appointment of City Tree Inspector* (pp. 31-32)
- F. Approve Sewer Line Jetting Bid* (p. 33)

CITY BUSINESS – REGULAR AGENDA

- A. Traffic Calming Task Force* (p. 35)
 - a. Council Deliberation
 - b. Approve Resolution 2020-26, Creating Traffic Calming Task Force
 - c. Appoint Members

Time Budget: 5 Minutes
- B. Terminate Roads Committee (Woolstencroft)* (p. 37)

* Denotes items that have supporting documentation provided

- a. Council Deliberation
- b. Approve Resolution 2020-27, Terminating Roads Committee
Time Budget: 5 Minutes
- C. Tighe-Schmitz Park Improvements – multi-use surface* (pp.) 39-51
 - a. Update
 - b. Council Deliberation and Approval
Time Budget: 10 Minutes
- D. Deer Management* (pp.) 53
 - a. Council Deliberation and Approval
Time Budget: 10 Minutes
- E. Lake Links Trail (Wingfield)
 - a. Council Deliberation and Approval
Time Budget: 10 Minutes
- F. Council Member Reports:
 - a. Mayor Wingfield
 - i. July 4th Update
 - ii. Complaints Fielded by WBLCD
 - iii. Jay Path Update – new platform span, bench, woodchips
Time Budget: 10 Minutes
 - b. Councilmember LaFoy
 - i. Tree Program* (pp.) 55-59
Time Budget: 10 Minutes
 - c. Councilmember Fleck
 - i. White Bear Township meeting update
Time Budget: 10 Minutes
- G. City Attorney’s Report
 - a. National Prescription Opiate Litigation (Purdue)
 - b. Survey Update* (pp.) 61
Time Budget: 20 Minutes
- H. City Administrator’s Report
 - a. Approve Resolution 2020-24, Appointment of Election Judges 2020* (pp.) 63
 - b. Items to Discard
 - c. Kay & Dellwood Beach Drainage* (pp.) 65-72
Time Budget: 20 Minutes

ADJOURN

* Denotes items that have supporting documentation provided

MEMORANDUM



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

Dear Mayor & City Council Members:

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

WASHINGTON COUNTY SHERIFFS OFFICE



Incident Summary Report PUBLIC

From: 5/1/2020 12:00:00 AM To: 5/31/2020 11:59:59 PM

BIRCHWOOD VILLAGE - 26

5/1/2020 7:56:41 AM	WC20016949	XXX Wildwood Ave, BIRCHWOOD VILLAGE	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
5/1/2020 10:42:03 AM	WC20016965	XX White Pine Ln, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
5/2/2020 3:54:17 AM	WC20017066	XXX Birchwood Ave, BIRCHWOOD VILLAGE	SUICIDE ATTEMPT/THREATS OF
5/2/2020 4:22:48 PM	WC20017162	Cedar St / Hall Ave, BIRCHWOOD VILLAGE	DIRECTED PATROL
5/2/2020 5:06:39 PM	WC20017167	Cedar Ave / Hall Ave, BIRCHWOOD VILLAGE	TRAFFIC STOP
5/2/2020 5:22:42 PM	WC20017172	XXX - 269 CEDAR ST, BIRCHWOOD VILLAGE	DIRECTED PATROL
5/5/2020 8:58:42 AM	WC20017568	HALL AVE / CEDAR ST, BIRCHWOOD VILLAGE	DIRECTED PATROL
5/5/2020 9:02:36 AM	WC20017569	Hall Ave / Cedar St, BIRCHWOOD VILLAGE	TRAFFIC STOP
5/10/2020 9:44:14 AM	WC20018350	XXX Birchwood Ave, BIRCHWOOD VILLAGE	MEDICAL
5/11/2020 8:01:05 AM	WC20018459	Hall Ave / Cedar St, BIRCHWOOD VILLAGE	PUBLIC WORKS CONCERN
5/12/2020 2:09:58 PM	WC20018666	XXX Cedar St, BIRCHWOOD VILLAGE	OFFICER INFORMATION
5/12/2020 7:15:07 PM	WC20018708	XXX Wildwood Ave, BIRCHWOOD VILLAGE	MEDICAL
5/13/2020 8:56:23 PM	WC20018853	XXX Lake Ave, BIRCHWOOD VILLAGE	PARKING COMPLAINT
5/15/2020 7:30:52 PM	WC20019123	XX Five Oaks Ln, BIRCHWOOD VILLAGE	DISTURBANCE
5/16/2020 11:33:45 AM	WC20019202	XXX Lake Ave, BIRCHWOOD VILLAGE	THEFT
5/16/2020 11:08:56 PM	WC20019298	XXX Birchwood Ave, BIRCHWOOD VILLAGE	SUSPICIOUS PERSON/ACTIVITY
5/18/2020 3:35:26 PM	WC20019490	XXX Wildwood Ave, BIRCHWOOD VILLAGE	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
5/20/2020 2:33:26 PM	WC20019759	XXX Wildwood Ave, BIRCHWOOD VILLAGE	PROPERTY DAMAGE
5/23/2020 12:58:02 PM	WC20020245	XXX Wildwood Ave, BIRCHWOOD VILLAGE	FOUND PROPERTY/ITEM
5/23/2020 1:30:32 PM	WC20020251	Unknown, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
5/24/2020 12:14:52 AM	WC20020357	XXX Wildwood Ave, BIRCHWOOD VILLAGE	SUSPICIOUS PERSON/ACTIVITY
5/25/2020 3:18:02 AM	WC20020548	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
5/25/2020 10:41:58 PM	WC20020670	XXX Cedar St, BIRCHWOOD VILLAGE	SUSPICIOUS PERSON/ACTIVITY
5/26/2020 12:54:31 PM	WC20020728	XXX Hall Ave, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
5/28/2020 8:01:30 AM	WC20020936	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CITIZEN/PUBLIC ASSIST
5/29/2020 9:10:05 AM	WC20021078	XXX Birchwood Ave, BIRCHWOOD VILLAGE	MOTOR VEHICLE THEFT

Citations for: Birchwood

5/1/2020 To 5/31/2020

Agcy	Date	Citation Number	Badge	Officer Name	Citation Type	Block	Street Name	Str Sfx	Cross Street Name	Cross St Sfx	City	Literal Description	Statute
WCSO	5/2/2020	820028012301	WC12103	B. Kammerer	Citation	0	CEDAR ST		HALL AVE		Birchwood	MOV-Stop Sign Violation	169.30(b)
WCSO	5/2/2020	820028012302	WC12103	B. Kammerer	Written Warning	0	CEDAR ST		HALL AVE		Birchwood	MOV-Stop Sign Violation	169.30(b)
WCSO	5/5/2020	820028012601	WC159	A. Degel	Citation	0	HALL AVE		CEDAR ST		Birchwood	MOV-Stop Sign Violation	169.30(b)

Regards,
Tobin Lay

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
June 9th, 2020**

MINUTES

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

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

OTHERS PRESENT: Paul Edwards, Cathy Wandmacher, Sheri Stronach, Cora Hankins, Judy Duffy, Matthew Duffy and others

Mayor Wingfield called the regular meeting to order at 7:00pm and explained the reason for the meeting being conducted virtually via the Zoom platform as is permitted by Minnesota State Statute. The pledge of allegiance was recited.

AGENDA APPROVAL

Mayor Wingfield: added five items to Regular Agenda Item G Subsection A.

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

OPEN PUBLIC FORUM

- A. Mary Wingfield (Community Club)
- B. Sheri Stronach (200 Block of Wildwood Avenue): Expressed ideas pertaining to Regular Agenda Item C.

ANNOUNCEMENTS

- A. Crime Alert Notice (Wingfield)
- B. No Birchwood Garage Sale, Music in the Park, or July 4th Parade
- C. Follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report

CONSENT AGENDA

- A. Approve Regular Meeting Minutes from May 12, 2020
- B. Approve Treasurer's Report
- C. Approve Resolution 2020-20, Variance No. 20-01-VB Denial
- D. Approve GovCard Agreement for Processing Credit Cards
- E. Reschedule August City Council Meeting – Aug 18
- F. Approve Sewer Line Jetting Bid

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE THE CONSENT AGENDA. ROLL

CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.
CITY BUSINESS – REGULAR AGENDA

- A. MS4: Storm Water Pollution Prevention Program Review
 - a. Public Hearing

MAYOR WINGFIELD OPENED THE PUBLIC HEARING AT 07:25PM.
MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER AAKRE TO CLOSE THE PUBLIC HEARING. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED AND PUBLIC HEARING CLOSED AT 07:27PM.

- B. Appeal of Administrative Decision
 - a. Case No. 20-01-AP
 - i. Public Hearing
 - ii. Council Deliberation
 - iii. Approve Resolution 2020-21

MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE RESOLUTION 2020-21. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.

- b. Case No. 20-02-AP
 - i. Public Hearing
 - ii. Council Deliberation
 - iii. Approve Resolution 2020-22

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO STAY THE APPEAL OF CASE NO. 20-02-AP AND UNDERLYING ENFORCEMENT IS STAYED PENDING VARIANCE PROCEDURE BY THE APPLICANT. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.

- C. Wildwood Ave Traffic Calming
 - a. Public Discussion
 - b. Council Deliberation
- D. Diseased Trees
 - a. Public Discussion
 - b. Council Deliberation and Approval
- E. Tighe-Schmitz Park Improvements – hockey rink surface
 - a. Public Discussion
 - b. Council Deliberation and Approval
- F. City Attorney Report
 - a. 11 Birchwood Ln Utility Easement Update
 - b. Lake Tract Surveys Update

MAYOR WINGFIELD AND COUNCILMEMBER WOOLSTENCROFT DIRECTED CITY STAFF TO REMOVE THE TWO POSTS AT KAY BEACH EXPEDITIOUSLY THAT ARE ON CITY PROPERTY.

- G. Council Member Reports
 - a. Mayor Wingfield
 - i. Joint Workshop with Planning Commission – June 30
 - ii. Halls Marsh Yellow Iris
 - b. Councilmember LaFoy
 - i. Tree Program
 - ii. Personal Comments

- H. City Administrator’s Report
 - a. Water Meter Upgrade
 - b. Tree Work

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE \$650 BID FOR TREE WORK AT TIGHE-SCHMITZ PARK. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD, AYE. MOTION PASSED.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE \$1,000 BID FOR THE REMOVAL OF A TREE AT HALL COURT. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED.

- c. City Project No. 2019-3 – Emergency Lift Station Bypass

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO ADJOURN THE MEETING. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WOOLSTENCROFT; AYE, WINGFIELD; AYE. MOTION PASSED. MEETING ADJOURNED AT 9:08 PM.

ATTEST:

Mary Wingfield
Mayor

Tobin Lay
City Administrator - Clerk

**CITY OF BIRCHWOOD VILLAGE
SPECIAL JOINT CITY COUNCIL / PLANNING COMMISSION MEETING
June 30, 2020**

MINUTES

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

PLANNING COMMISSIONERS PRESENT: Chair John Lund, Jozsef Hegedus, Michael Kraemer, Andy Sorenson. **Absent:** Commissioner Mark Foster.

STAFF PRESENT: City Administrator Tobin Lay, City Attorney Alan Kantrud, City Engineer/Planner Steve Thatcher.

OTHERS PRESENT: John Hartman, Danelle Hartman, Debbie Harrod, Matthew Duffy, Judy Duffy, Justin McCarthy, Michael McKenzie, Rick Boschee.

Mayor Wingfield called the special joint council / planning commission meeting to order at 7:04 p.m. and explained the reason for the meeting being conducted virtually via the Zoom platform as is permitted by Minnesota State Statute.

AGENDA APPROVAL:

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

COMMISSION REGULAR AGENDA:

A. Review/Approve February 20, 2020 Planning Commission Meeting Minutes.

MOTION WAS MADE BY COMMISSIONER HEGEDUS AND SECONDED BY COMMISSIONER KRAEMER TO APPROVE MINUTES. ROLL CALL VOTE: HEGEDUS; AYE, KRAEMER; AYE, SORENSON; AYE, LUND; AYE. MOTION PASSED.

JOINT COUNCIL/COMMISSION REGULAR AGENDA:

A. Variance Request Procedure.

Mayor Wingfield: She explained the purpose for the joint meeting. She said that it would be helpful to the Council if when considering variance requests, Commissioners would concentrate on the practical difficulties elements of the variance requirements. She also explained that the information provided by the City Planner is meant to guide them in considering both sides of the decision, not as a recommendation for a decision; it is then the Commission's job to decide upon a recommendation.

Commissioner Kraemer: He asked what criteria Commissioners should use to determine if a variance request is "in harmony."

City Attorney Kantrud: He explained that changes in the law have made variances harder to obtain and that they should only be approved as a remedy for extraordinary circumstances.

Council Members & Commissioners: They discussed variance procedure and the importance of

sticking with the standards set in City Code except when no other alternatives are available. When Commissioners see a pattern developing then they should consider recommending changes to the Code.

COUNCIL REGULAR AGENDA:

A. 234 Cedar Street Paver Maintenance Agreement.

Mayor Wingfield: She introduced the agenda item and explained that the City Engineer recommended the City enter an agreement with the Hartmans requiring them to maintain a paver system installed there.

City Engineer Thatcher: He answered questions about the paver system and the agreement.

Council Members & City Staff: They discussed the terms of the agreement.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE MAINTENANCE AGREEMENT ON BEHALF OF THE CITY ONCE THE CITY ATTORNEY PROVIDES THE PROPER WORDING THAT COVERS REMEDIES IN CASE THE GRANTORS FAIL TO COMPLY WITH THE OBLIGATIONS OF THE AGREEMENT. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WINGFIELD; AYE. MOTION PASSED.

B. Kay Beach Boundaries.

Mayor Wingfield: She explained that there has been heavy use of Kay Beach and asked to have the picnic table cemented into place as close as is reasonable to the southern property line in an unobtrusive manner to convey to the public that they have more space there than people realize. She said it was in the interest of providing more space for social distancing that this be done now instead of waiting for the survey to be completed. She also explained that the social distancing sign keeps disappearing and the picnic table moved.

Councilmember Aakre: She asked Lay to remind people not to vandalize the signs and that although the City is happy to provide outdoor spaces for their enjoyment, that can only continue if people are respectful of City property and social distancing. Lay will send an email and Mayor Wingfield will put something in the White Bear Press.

Councilmember Fleck: He asked if there was maintenance needed to correct flooding on Kay Beach. Lay explained that he was working with City staff to determine the cause of the flooding. He will provide information on this at the July Council meeting.

Matthew Duffy: He asked that the City respect the Duffy's legal right to ingress/egress and enjoyment of their private easement on Kay Beach.

Mayor Wingfield: She explained that the picnic table is not going into the easement area, just to the northern border of that area. She also explained that the public has a legal right to the easement area at Kay Beach that must also be respected.

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER AAKRE TO ADJOURN THE MEETING. ROLL CALL VOTE: LAFOY; AYE, AAKRE; AYE, FLECK; AYE, WINGFIELD; AYE. MOTION PASSED. MEETING ADJOURNED AT 7:58 P.M.

Mary Wingfield, Mayor

ATTEST:

Tobin Lay, City Administrator-Clerk

For the Period : 6/9/2020 To 7/11/2020

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$335,171.96	\$274,044.52	\$52,723.37	\$556,493.11
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	\$33,153.89	\$0.00	\$0.00	\$33,153.89
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	\$30,106.84	\$1,785.13	\$0.00	\$31,891.97
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	(\$2,384.69)	\$0.00	\$44,370.00	(\$46,754.69)
Water	\$15,317.41	\$11,772.21	\$18,016.17	\$9,073.45
Sewer	\$54,304.43	\$9,089.79	\$29,851.26	\$33,542.96
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	\$429,203.04	\$296,691.65	\$144,960.80	\$580,933.89

**CONSENT C
TREASURER'S REPORT**

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
06/19/2020	Payroll Period Ending 06/19/2020	31040	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
	Total For Check	31040					\$ 1,913.04
06/22/2020	PERA	EFT062220A*	Administrator - Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 367.02
	Total For Check	EFT062220A					\$ 367.02
06/30/2020	Xcel Energy	EFT063020A*	Xcel Street Light Bill: 05.03.2020 - 06.02.2020	N	Street Lighting	100-43160-380-	\$ 1,200.53
	Total For Check	EFT063020A					\$ 1,200.53
07/03/2020	Payroll Period Ending 06/30/2020	31041	Maintenance - Jim Rydeen	N	Parks	100-45207-100-	\$ 2,115.04
	Total For Check	31041					\$ 2,115.04
07/03/2020	Payroll Period Ending 07/03/2020	31042	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,913.04
	Total For Check	31042					\$ 1,913.04
07/03/2020	Payroll Period Ending 07/03/2020	31043	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 427.75
	Total For Check	31043					\$ 427.75
07/03/2020	Payroll Period Ending 07/03/2020	31044	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 87.57
	Total For Check	31044					\$ 87.57
07/06/2020	PERA	EFT070620A*	Maintenance - Retirement - Jim Rydeen	N	Parks	100-45207-121-	\$ 385.00
	Total For Check	EFT070620A					\$ 385.00
07/06/2020	PERA	EFT070620B*	Administrator - Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 367.02
	Total For Check	EFT070620B					\$ 367.02
07/06/2020	PERA	EFT070620C*	Treasurer/Deputy Clerk - Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 14.28
	Total For Check	EFT070620C					\$ 14.28
07/07/2020	Manship Plumbing & Heating Inc	31045*	Standby, Testing, & Locates - Jun 2020	N	Water Utility	601-43180-314-	\$ 600.00
		31045*				601-43180-314-	\$ 360.00
		31045*				601-43180-314-	\$ 1,920.00

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
		31045*				601-43180-314-	\$ 360.00
		31045*				601-43180-314-	\$ 1,240.00
		Total For Check	31045				\$ 4,480.00
07/07/2020	Minnesota City/County Management As	31046*	Membership Renewal - 2020	N	City Training and Development	100-41914-433-	\$ 100.00
		Total For Check	31046				\$ 100.00
07/07/2020	City of White Bear Lake	31047*	Water Billing - 03/26/2020 - 06/22/2020	N	Water Utility	601-43180-314-	\$ 12,336.17
		Total For Check	31047				\$ 12,336.17
07/07/2020	LMCIT	31048*	Worker's Comp Premium -6/12/2020 - 06/12/2021	N	Unallocated Expenditures	100-49201-430-	\$ 2,663.00
		Total For Check	31048				\$ 2,663.00
07/07/2020	Gopher State One Call	31049*	Billable Tickets (35) - June 2020	N	Utility Locates	605-42805-314-	\$ 47.25
		Total For Check	31049				\$ 47.25
07/07/2020	Metropolitan Council - Env. Service	31050*	Wastewater Service - Aug 2020	N	Sewer Utility	605-43190-217-	\$ 4,948.50
		Total For Check	31050				\$ 4,948.50
07/07/2020	Tennis Sanitation, LLC	31051*	Recycling for Service Period: May - Jun 2020	N	Recycle	100-43300-314-	\$ 2,392.00
		Total For Check	31051				\$ 2,392.00
07/07/2020	City of Roseville	31052*	IT Services July 2020	N	General Government Buildings and Plant	100-41940-320-	\$ 580.00
		Total For Check	31052				\$ 580.00
07/07/2020	H.A. Kantrud, P.A.	31053*	Attorney Fees - June 2020	N	Legal Services	100-41601-300-	\$ 1,500.00
		Total For Check	31053				\$ 1,500.00
07/07/2020	City of White Bear Lake	31054*	Fire Services - June 2020	N	Fire	100-42201-314-	\$ 2,476.25
		Total For Check	31054				\$ 2,476.25
07/07/2020	Steve Dean	31055*	Tree trimming at Birch Beach	N	Tree Removal	100-43135-314-	\$ 500.00
		Total For Check	31055				\$ 500.00
07/07/2020	Menards - Maplewood	31056*	Parks Supplies	N	Parks	100-45207-400-	\$ 14.98
		Total For Check	31056				\$ 14.98
07/07/2020	Menards - Oakdale	31057*	Parks Supplies	N	Parks	100-45207-400-	\$ 18.99

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
		31057*				100-45207-400-	\$ 10.75
		31057*				100-45207-400-	\$ 50.67
		31057*				100-45207-400-	\$ 2.30
	Total For Check	31057					\$ 82.71
07/07/2020	Washington County Sheriff	31058*	Police Services: Jan - Jun 2020	N	Police	100-42101-314-	\$ 29,725.10
	Total For Check	31058					\$ 29,725.10
07/07/2020	White Bear Township	31059*	Repair of L/S #2	N	Sewer Utility	605-43190-314-	\$ 17,858.00
	Total For Check	31059					\$ 17,858.00
07/07/2020	White Bear Township	31060*	Check of Liftstations #2 & #3	N	Sewer Utility	605-43190-314-	\$ 218.50
	Total For Check	31060					\$ 218.50
07/07/2020	White Bear Township	31061*	Check of Liftstations #2 & #3	N	Sewer Utility	605-43190-314-	\$ 307.00
		31061*				605-43190-314-	\$ 160.00
	Total For Check	31061					\$ 467.00
07/07/2020	Leeves, Robert	31062*	Videographer - Jun 2020	N	Cable Eqpmt and Service	100-41950-314-	\$ 72.38
		31062*				100-41950-314-	\$ 36.75
	Total For Check	31062					\$ 109.13
07/07/2020	TA Schifsky & Sons, Inc.	31063*	Lake Ave Street Improvements	N	MISCELLANEOUS	406-49001-314-	\$ 44,370.00
	Total For Check	31063					\$ 44,370.00
07/07/2020	Metropolitan Council - Env. Service	31064*	Wastewater Service - Jul 2020	N	Sewer Utility	605-43190-217-	\$ 4,948.50
	Total For Check	31064					\$ 4,948.50
07/07/2020	Thatcher Engineering, Inc	31065*	City Engineering Services - Jun 2020 Projects	N	Engineer Service	100-41650-300-	\$ 382.50
		31065*				100-41650-300-	\$ 382.50
	Total For Check	31065					\$ 765.00
07/07/2020	AirFresh Industries, Inc.	31066*	Portable Restroom Rental - Jun 2020	N	Parks	100-45207-314-	\$ 81.25
	Total For Check	31066					\$ 81.25
07/07/2020	SL-serco	31067*	Water Meter Readings May 2020	N	Water Utility	601-43180-314-	\$ 1,200.00
	Total For Check	31067					\$ 1,200.00
07/07/2020	USS Minnesota One MT LLC	31068*	Energy Charges - May 2020	N	General Government Buildings and Plant	100-41940-380-	\$ 142.67

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
		31068*			Sewer Utility	605-43190-380-	\$ 689.54
		31068*				605-43190-380-	\$ 380.44
		Total For Check	31068				\$ 1,212.65
07/07/2020	Busy Bee Tree Service, Inc.	31069*	Tree Removal at Birch Beach	N	Tree Removal	100-43135-314-	\$ 500.00
		Total For Check	31069				\$ 500.00
07/07/2020	Lay, Tobin	31070*	Reimbursement - Mailing & Zoom account for July 2020	N	Unallocated Expenditures	100-49201-430-	\$ 16.06
		31070*				100-49201-430-	\$ 26.35
		Total For Check	31070				\$ 42.41
07/07/2020	Wingfield, Mary	31071*	Reimbursement - US Postal Stamps	N	Postage/Postal Permits	605-41430-810-	\$ 265.00
		Total For Check	31071				\$ 265.00
07/08/2020	Companion Animal Control LLC	31072	Animal Control Services - June 2020	N	Animal Control	100-41916-314-	\$ 80.00
		Total For Check	31072				\$ 80.00
07/08/2020	Menards - Oakdale	31073*	Parks Supplies	N	Parks	100-45207-400-	\$ 3.19
		31073*				100-45207-400-	\$ 4.65
		Total For Check	31073				\$ 7.84
07/08/2020	IRS - US Treasury	EFT070820A*	Federal Taxes - Q2 2020 - Jun Payment	N	Clerk - Treasurer	100-41401-100-	\$ 496.87
		EFT070820A*				100-41401-100-	\$ 970.70
		EFT070820A*				100-41401-100-	\$ 227.02
		Total For Check	EFT070820A				\$ 1,694.59
07/08/2020	MN Department of Labor and Industry	EFT070820B*	Building Permit Surcharge - Q2 2020	N	Building Inspections Administration	100-42401-437-	\$ 476.15
		Total For Check	EFT070820B				\$ 476.15
07/08/2020	Xcel Energy	EFT071620A*	Xcel Gas Bill: 05.18.2020 - 06.17.2020	N	Sewer Utility	605-43190-383-	\$ 28.53
		Total For Check	EFT071620A				\$ 28.53
Total For Selected Checks							\$ 144,960.80

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
06/11/2020	MN STATE	171734903*	2020 Presidential Primary Reimbursement	(06/11/2020) -	N	Refund-Reimbursemnt-Dividend	100-36240-	\$ 1,740.29
								\$ 1,740.29
06/18/2020	Residents - via St Anthony Village	171734875*	Utility Billing 06/18/2020	(06/18/2020) -	N	Leaf Collection	100-34408-	\$ 253.88
								\$ 9,565.90
						Leaf Collection	100-34408-5	\$ 18.10
								\$ 35.00
								\$ 4,121.04
								\$ 4.05
								\$ 115.89
								\$ 1,229.03
								\$ 4.25
								\$ 3,784.66
								\$ 9,565.90
06/19/2020	Washington County	171734878*	Property Tax & Special Assessment Settlement - June 2020	(06/19/2020) -	N	General Property Taxes (31001 through 31299)	100-31001-	\$ 175,925.00
								\$ 175,925.00
06/20/2020	Residents	171734857*	Kayak/Canoe Permit Deposit #4	(06/20/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
								\$ 60.00
								\$ 30.00
								\$ 150.00
06/20/2020	Muellerleile, Larry & Sharon	171734858*	Animal License	(06/20/2020) -	N	Animal Licenses	100-32240-	\$ 20.00
								\$ 20.00
06/20/2020	Storebo, Mike	171734859*	Animal License	(06/20/2020) -	N	Animal Licenses	100-32240-	\$ 20.00
								\$ 20.00

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>	
06/20/2020	Bear Roofing & Exteriors, Inc.	171734861*	Building Permit	(06/20/2020) -	N	Building Permits	100-32211-	\$ 186.00	
								\$ 186.00	
06/20/2020	Schwantes Heating & Air Conditionin	171734861*	Permit	(06/20/2020) -	N	Building Permits	100-32211-	\$ 77.16	
								\$ 77.16	
06/20/2020	K.B. Service Company	171734862*	Permit	(06/20/2020) -	N	Building Permits	100-32211-	\$ 36.60	
								\$ 36.60	
06/20/2020	Lund Builders, Inc.	171734863*	Permit	(06/20/2020) -	N	Building Permits	100-32211-	\$ 540.06	
								\$ 540.06	
06/20/2020	Ramsey/Washington Cable Commission	171734864*	Cable Franchise Fee Redistribution Payment - 2020	(06/20/2020) -	N	Refund-Reimbursemnt-Dividend	100-36240-	\$ 8,839.13	
								\$ 8,839.13	
06/25/2020	Residents - via St Anthony Village	171734874*	Utility Billing 06/25/2020	(06/25/2020) -	N	Leaf Collection	100-34408-	\$ 128.02	
							Leaf Collection	100-34408-5	\$ 9.13
							Miscellaneous	100-36140-	\$ 5.00
							Water Fee	601-34110-	\$ 1,608.09
							State and Misc fees	601-34170-	\$ 58.19
							Miscellaneous	601-36140-6	\$ 587.79
							Sewer Fee	605-34190-	\$ 1,737.44
								\$ 4,133.66	
06/29/2020	St. Cloud State University	171734902*	Refund for 2020 MN Municipal Clerks Institute (MMCI)	(06/29/2020) -	N	Refund-Reimbursemnt-Dividend	100-36240-	\$ 445.00	
								\$ 445.00	
06/30/2020	Residents - via St Anthony Village	171734873*	Utility Billing 06/30/2020	(06/30/2020) -	N	Leaf Collection	100-34408-	\$ 75.00	
							Leaf Collection	100-34408-5	\$ 5.34
							Miscellaneous	100-36140-	\$ 30.00
							Miscellaneous	100-36140-7	\$ 13.06
							Water Fee	601-34110-	\$ 1,337.23
							State and Misc fees	601-34170-	\$ 40.21
							Miscellaneous	601-36140-6	\$ 421.02

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
						Sewer Fee	605-34190-	\$ 1,313.77
								\$ 3,235.63
07/02/2020	Washington County	171734877*	Property Tax & Special Assessment Settlement - July 2020	(07/02/2020) -	N	General Property Taxes (31001 through 31299)	100-31001-	\$ 69,826.84
						Sewer Re-hab	305-36110-	\$ 1,785.13
						Delinquent Water/Sewer Fees	601-36130-	\$ 2,153.42
						Delinquent Water/Sewer Fees	605-36130-	\$ 2,153.42
								\$ 75,918.81
07/02/2020	Ramsey County - Property Rec. & Rev	171734880	July 2020 Deliquent Utility Bills	(07/02/2020) -	N	Delinquent Water/Sewer Fees	601-36130-	\$ 96.25
						Delinquent Water/Sewer Fees	605-36130-	\$ 96.25
								\$ 192.50
07/05/2020	Coppin, Bill	171734901*	Building Permit	(07/05/2020) -	N	Building Permits	100-32211-	\$ 62.31
								\$ 62.31
07/09/2020	D.A. Distribution, Inc.	171734881*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 78.38
								\$ 78.38
07/09/2020	Custom Remodelers, Inc	171734882*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 510.25
								\$ 510.25
07/09/2020	K.B. Service Company	171734883*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 31.50
								\$ 31.50
07/09/2020	Rick Boschee Homes, Inc.	171734884*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 1,147.50
								\$ 1,147.50
07/09/2020	Bob Michels Construction, Inc.	171734885*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 11,059.43
								\$ 11,059.43
07/09/2020	Bob Michels Construction, Inc.	171734886*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 100.00
								\$ 100.00

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
07/09/2020	WS&D Permit Service, Inc.	171734887*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 243.99
								\$ 243.99
07/09/2020	Perfect Exteriors of Minnesota, Inc	171734888*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 229.55
								\$ 229.55
07/09/2020	Mercer, Susan & Michael	171734889*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 186.25
								\$ 186.25
07/09/2020	Stanhope, Todd & Amanda	171734890*	Building Permit	(07/09/2020) -	N	Building Permits	100-32211-	\$ 39.25
								\$ 39.25
07/09/2020	Lafoy, Randall & Westin, Margaret	171734891*	Animal License	(07/09/2020) -	N	Animal Licenses	100-32240-	\$ 20.00
								\$ 20.00
07/09/2020	Aakre, Jessica	171734892*	Animal License	(07/09/2020) -	N	Animal Licenses	100-32240-	\$ 20.00
								\$ 20.00
07/09/2020	Leammukda, Felicia	171734893*	Kayak permit	(07/09/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
07/09/2020	Gray, Robert	171734894*	Kayak permit	(07/09/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
07/09/2020	Hanson, Daniel	171734895*	Kayak Permit	(07/09/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
07/09/2020	Tell, Jennifer	171734896*	Kayak Permit	(07/09/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 60.00
								\$ 60.00
07/09/2020	Schaffhausen, Mary Jo & Mark	171734897*	Kayak Permit	(07/09/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
07/09/2020	Mollner, Debra	171734898*	Kayak Permit	(07/09/2020) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00

Fund Name: All Funds

Date Range: 06/09/2020 To 07/11/2020

<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>
								<u>\$ 30.00</u>
07/09/2020	Bedell, Alyssa	171734899*	Impound Fee	(07/09/2020) -	N	Fines	100-35105-	<u>\$ 50.00</u>
								<u>\$ 50.00</u>
07/09/2020	Washington County	171734900*	2020 Recycling Grant Payment	(07/09/2020) -	N	Recycle Grant	100-33602-	<u>\$ 1,677.50</u>
								<u>\$ 1,677.50</u>
Total for Selected Receipts								<u><u>\$ 296,691.65</u></u>

As on 7/11/2020

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	17,250.00	17,250.00
Total Acct 322	0.00	17,250.00	17,250.00
Miscellaneous	0.00	500.00	500.00
Total Acct 361	0.00	500.00	500.00
Total Revenues	0.00	17,750.00	17,750.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Recreation			
Miscellaneous (431 through 499)	0.00	200.00	(200.00)
Total Acct 451	0.00	200.00	(200.00)
Parks			
Operating Supplies (211 through 219)	0.00	1,283.61	(1,283.61)
Repair and Maintenance Supplies (221 through 229)	0.00	100.00	(100.00)
Contracted Services	0.00	340.00	(340.00)
Miscellaneous (431 through 499)	0.00	5,227.29	(5,227.29)
Total Acct 452	0.00	6,950.90	(6,950.90)
Total Disbursements	0.00	7,150.90	(7,150.90)
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		17,750.00	
Total Disbursements and Other Financing Uses		7,150.90	
Cash Balance as of 07/11/2020		33,153.89	

As on 7/11/2020

Capital Project PW

	<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:			
MISCELLANEOUS			
Contracted Services	0.00	44,370.00	(44,370.00)
Total Acct 490	<u>0.00</u>	<u>44,370.00</u>	<u>(44,370.00)</u>
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	2,618.60	(2,618.60)
Total Acct 492	<u>0.00</u>	<u>2,618.60</u>	<u>(2,618.60)</u>
Total Disbursements	<u>0.00</u>	<u>46,988.60</u>	<u>(46,988.60)</u>
Other Financing Uses:			
Transfer To Governmental Fund			
Interfund Transfers	0.00	66,000.00	(66,000.00)
Total Acct 493	<u>0.00</u>	<u>66,000.00</u>	<u>(66,000.00)</u>
Total Other Financing Uses	<u>0.00</u>	<u>66,000.00</u>	<u>(66,000.00)</u>
Beginning Cash Balance		66,233.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		<u>112,988.60</u>	
Cash Balance as of 07/11/2020		<u>(46,754.69)</u>	

As on 7/11/2020

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	0.00	43,014.07	43,014.07
Penalty - Late Water/Sewer	0.00	90.38	90.38
State and Misc fees	0.00	761.61	761.61
Total Acct 341	0.00	43,866.06	43,866.06
Delinquent Water/Sewer Fees	0.00	2,625.05	2,625.05
Miscellaneous	0.00	8,015.87	8,015.87
Total Acct 361	0.00	10,640.92	10,640.92
Total Revenues	0.00	54,506.98	54,506.98
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Financial Administration			
Contracted Services	0.00	3,953.25	(3,953.25)
Total Acct 415	0.00	3,953.25	(3,953.25)
Newsletter			
Printing and Binding (351 through 359)	0.00	303.60	(303.60)
Total Acct 419	0.00	303.60	(303.60)
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	918.58	(918.58)
Contracted Services	0.00	48,257.99	(48,257.99)
Fees	0.00	1,720.00	(1,720.00)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	900.00	(900.00)
PROFESSIONAL SERVICES (301 through 319)	0.00	1,765.74	(1,765.74)
Contracted Services	0.00	11,502.08	(11,502.08)
Total Acct 431	0.00	65,064.39	(65,064.39)
MISCELLANEOUS			
Miscellaneous (431 through 499)	0.00	22,707.50	(22,707.50)
Total Acct 490	0.00	22,707.50	(22,707.50)
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	2,720.95	(2,720.95)
Total Acct 492	0.00	2,720.95	(2,720.95)
Total Disbursements	0.00	94,749.69	(94,749.69)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		49,316.16	
Total Receipts and Other Financing Sources		54,506.98	
Total Disbursements and Other Financing Uses		94,749.69	
Cash Balance as of 07/11/2020		9,073.45	

As on 7/11/2020

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Building Permits	0.00	144.90	144.90
Total Acct 322	0.00	144.90	144.90
Penalty - Late Water/Sewer	0.00	92.18	92.18
Sewer Fee	0.00	75,249.23	75,249.23
Total Acct 341	0.00	75,341.41	75,341.41
Delinquent Water/Sewer Fees	0.00	6,276.43	6,276.43
Total Acct 361	0.00	6,276.43	6,276.43
MISCELLANEOUS REVENUES	0.00	18,269.64	18,269.64
Total Acct 362	0.00	18,269.64	18,269.64
Total Revenues	0.00	100,032.38	100,032.38
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	265.00	(265.00)
Total Acct 414	0.00	265.00	(265.00)
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	85.00	(85.00)
Total Acct 416	0.00	85.00	(85.00)
Office Operations Supplies			
OFFICE SUPPLIES (201 through 209)	0.00	316.80	(316.80)
Total Acct 419	0.00	316.80	(316.80)
Utility Locates			
Contracted Services	0.00	230.90	(230.90)
Total Acct 428	0.00	230.90	(230.90)
Water Utility			
Contracted Services	0.00	360.00	(360.00)
Wtr/Swr Emergency			
Contracted Services	0.00	6,860.50	(6,860.50)
Sewer Utility			
Sewer - Wastewater Charge	0.00	39,588.00	(39,588.00)
Contracted Services	0.00	41,042.95	(41,042.95)
Utility Services (381 through 389)	0.00	5,218.76	(5,218.76)
Utility Services: Gas Utilities	0.00	207.13	(207.13)
Miscellaneous (431 through 499)	0.00	6,803.78	(6,803.78)
Total Acct 431	0.00	100,081.12	(100,081.12)
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	822.50	(822.50)
Total Acct 492	0.00	822.50	(822.50)
Total Disbursements	0.00	101,801.32	(101,801.32)
Other Financing Uses:			
Transfer To Governmental Fund			
Interfund Transfers	0.00	50,000.00	(50,000.00)
Total Acct 493	0.00	50,000.00	(50,000.00)
Total Other Financing Uses	0.00	50,000.00	(50,000.00)

As on 7/11/2020

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Beginning Cash Balance		85,311.90	
Total Receipts and Other Financing Sources		100,032.38	
Total Disbursements and Other Financing Uses		151,801.32	
Cash Balance as of 07/11/2020		<hr/> 33,542.96	

RESOLUTION 2020-23

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

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

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

WHEREAS, on April 14, 2020 the City Council of the City of Birchwood Village adopted Resolution 2020-10 to authorized the transfer of \$50,000 from the Sewer Fund and \$66,000 from the Capital Project Fund to the General Fund to cover expenditures associated with City Projects No. 2019-1, 2019-2, and 2019-3; and

WHEREAS, the City now has funds to replenish the Sewer Fund and the Capital Project Fund from the first half of its 2020 tax levy settlement from Washington County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Birchwood Village hereby authorizes the transfer of \$50,000 from the General Fund to the Sewer Fund and \$66,000 from the General Fund to the Capital Project Fund to replenish those funds.

Voting in Favor:

Voting Against:

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

Mary Wingfield, Mayor

Attest:

Tobin Lay, City Administrator-Clerk

MEMORANDUM



TO: Birchwood Village City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Appoint Tree Inspector 2020
DATE: July 9, 2020

Dear Mayor and Council Members,

Last month the Council gave new directions regarding the administration and enforcement of Sec. 403 that regulates tree diseases. I asked the Council to table the appointment of John Lund as the Tree Inspector until I could confirm that his rate would not change with the new directions.

I have spoken with John Lund about the changes and he has confirmed his rate for 2020 is \$1,300.00. Accordingly, I recommend the Council appoint John Lund to perform tree inspection duties for 2020 for the rate of \$1,300. I have asked City Attorney to prepare a draft agreement.

Request/Recommendation

Staff requests Council:

- 1) Appoint John Lund to perform Tree Inspection duties for 2020 for the rate of \$1,300; and
- 2) Authorize Mayor Wingfield and Administrator Lay to sign the agreement on behalf of the City once the City Attorney has approved of an agreement.

Thanks!

Regards,
Tobin Lay

RESOLUTION 2020-25

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

**APPROVING THE APPOINTMENT OF
JOHN LUND AS CITY TREE INSPECTOR,
EFFECTIVE JULY 15, 2020.**

WHEREAS, Minnesota Statute 89.63 authorizes Minnesota municipalities to appoint certified tree inspectors to inspect any public or private property that might harbor forest pests or shade tree pests; and

WHEREAS, John Lund is a qualified tree inspector, holding a current certificate of qualification issued by the Commissioner of the Minnesota Department of Natural Resources; and

WHEREAS, John Lund is willing to perform tree inspections for one year at a rate of \$1,300.00; and

WHEREAS, The City Council of the City of Birchwood Village desires to appoint John Lund to perform tree inspection services as outlined in Birchwood City Code Sec. 403.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Birchwood Village hereby appoints John Lund as the Birchwood Village City Tree Inspector for twelve (12) months, effective July 15, 2020, with the following additional terms:

- 1) Subject to remaining a qualified tree inspector per MN STAT 89.63, and
- 2) Subject to entering into and complying with a contract for service as approved by the Birchwood Village City Attorney.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Birchwood Village hereby authorizes the:

- 1) City Attorney to approve a contract for service, and
- 2) Mayor & City Administrator to sign the contract for service on behalf of the City.

Voting in Favor: 0

Voting Against: 0

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

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk

MEMORANDUM



TO: Birchwood Village City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Approve Sewer Line Jetting Bid
DATE: July 9, 2020

Dear Mayor and Council Members,

Last month the Council approved a bid from Velocity to clean the City's sanitary sewer lines. The Council then directed me to get a quote from Velocity to 1) clean and then televise the new City sanitary sewer line connecting 13 Birchwood Lane residents to White Bear Township sewer mains and 2) clean and then televise the private sanitary sewer lines to each of the 13 Birchwood Lane homes.

I previously emailed Council Members informing you that there would be no extra charge for the additional options but I didn't realize at the time that the quote did not include the estimate for televising the lines. Accordingly, please disregard that email.

Velocity is willing to perform the cleaning of the two additional options at no additional charge and to televise both options at a rate of \$160/hr./technician. This expenditure should not exceed \$320 for option 1 above and \$2,080 for option 2.

Request/Recommendation

Staff recommends Council approve the Velocity bid to televise the public and private sewer lines as described above for \$160/hr./technician. Thanks!

Regards,
Tobin Lay

RESOLUTION 2020-26

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

**RESOLUTION CREATING A TASK FORCE TO RESEARCH AND
RECOMMEND TRAFFIC CALMING OPTIONS FOR WILDWOOD AVENUE**

WHEREAS, The City Council of the City of Birchwood Village has received concerns about traffic and pedestrian safety along the 100 block of Wildwood Avenue; and

WHEREAS, The City Council seeks a task force of residents, stakeholders, and professionals to research and make recommendations on traffic calming options, gather public input on the recommendations, and present its recommendations to the City Council.

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

- 1) That a Traffic Calming Task Force is hereby established for the purpose of providing recommendations to the City Council on traffic calming options that will improve public safety along Wildwood Avenue; and
- 2) That the Task Force shall ideally be comprised of nine (9) members representing the following residents, stakeholders, and professionals:
 - City Council Liaison (1)
 - Washington County Sheriff or Deputy Sheriff (1)
 - White Bear Lake Fire Chief or designee (1)
 - MNDOT, Washington County Engineer, or other traffic control professional (1)
 - Birchwood Village residents (up to 5); and
- 3) That the Task Force present its initial findings and recommendation to the City Council by January 12, 2021 and subsequent deadlines as set by the City Council; and
- 4) That the Task Force shall sunset on July 13, 2021, unless further extended by the City Council.

Voting in Favor: 0
Voting Against: 0

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

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk

RESOLUTION 2020-27

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

RESOLUTION TERMINATING THE ROADS AND STREETS COMMITTEE

WHEREAS, The City Council of the City of Birchwood Village created the Roads and Streets Committee on June 12, 2012 for the purpose of advising the City Council on the status of all roads and streets within the city limits of Birchwood, including maintenance, upgrading, and repair of such roads and streets and the funding of all such work; and

WHEREAS, The Roads and Streets Committee was to continue in existence until terminated by action of the City Council; and

WHEREAS, The Roads and Streets Committee was to meet at least once every three (3) months; and

WHEREAS, The Roads and Streets Committee has not met in over twelve (12) months; and

WHEREAS, The appointments of three (3) of the existing five (5) committee members expires at the end of July 2020 and those three (3) committee members do not wish to be reappointed; and

WHEREAS, The remaining two (2) committee members recommend terminating the Roads and Streets Committee.

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

- 1) That the Roads and Streets Committee is hereby terminated as of July 14, 2020.
- 2) That the City Council may create a roads and streets task force from time to time as desired by the City Council.
- 3) That the City Council wishes to thank all those who have ever served on the Roads and Streets Committee for their invaluable service to the City.

Voting in Favor: 0

Voting Against: 0

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

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk



REGULAR C TS PARK IMPROVEMENTS

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

July 8, 2020

L'Allier Concrete, Inc.
13419 Fenway Boulevard, Suite 105
Hugo, Minnesota 55038

Attn: Mr. Jeremy L'Allier
Lallier.Jeremy@gmail.com

Re: Proposal for Geotechnical Services
Multipurpose Concrete Slab at Tighe-Schmitz Park
20 Park Avenue
Birchwood Village, Minnesota
AET Proposal No. 20-22866

Dear Mr. L'Allier:

Based on our conversation and site meeting on July 7, 2020, American Engineering Testing (AET) is pleased to submit this proposal for geotechnical services for the Multipurpose Concrete Slab at Tighe-Schmitz Park project in Birchwood Village, Minnesota. In this proposal, we present an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

PROJECT INFORMATION

It is our understanding that a new multipurpose exterior concrete slab is planned for construction at the location of the current outdoor skate rink. The location is on the north side of the park and adjacent to the existing warming house and permanent ice rink (see figure 1 below). The new multipurpose exterior concrete slab is planned to be flooded in the winter for use as an ice rink and drained in the summer for use as a pickle ball court.

Site work will consist of soil corrections, grading, and drainage improvements to support the performance of the multipurpose exterior concrete slab.



Figure 1. Proposed Site Plan and Boring Locations



SCOPE OF SERVICES

Field Exploration

Based on our discussion, our scope of services will consist of the following.

- Arrange clearance of underground public utilities.
- Drill and sample three (3) standard penetration test (SPT) borings to a nominal depth of 10 feet each (a total of 30 feet of drilling). We will sample at 2½ foot intervals up to 15 feet depth and 5 feet interval beyond 15 feet.
- Determine approximate boring locations by using a GPS device. Obtain surface elevations at each boring location based on an assumed benchmark.
- Seal the boreholes according to MDH guidelines after testing.

We plan to drill the borings with one of our ATV-mounted drill rigs. We will drill the borings as close to the requested locations as known underground utilities and access allows.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

Accessing the boring locations may leave shallow ruts in the ground. We assume that the owner will perform any necessary site restoration work. We have not included a fee for site restoration in our cost estimate.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer and water laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content.

We have budgeted for a select number of moisture content tests and organic content tests. On completion of testing, we will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

Geotechnical Report

We will prepare a geotechnical report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Exterior concrete slab support.
- Grading procedures to prepare the area for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Backfilling procedures, including material types and compaction requirements.
- Groundwater considerations and dewatering.
- Construction and earthwork considerations related to the soils encountered.
- Comments on other items which may affect final performance or constructability, including frost heave and dewatering, considerations.

AET's scope of work is intended for geotechnical purposes only, and not the explore for the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered.

FEES

For the scope of services described above, fees will be charged on a Lump Sum basis. Our approximate cost breakdown for the project are as follows:

Staking / Site Assessment and Utility Locates	\$ 200.00
Geotechnical Field Services	\$ 1,800.00
Laboratory Testing and Boring Logs	\$ 100.00
Final Report and Recommendations Preparation	<u>\$ 400.00</u>
TOTAL	<u>\$ 2,500.00</u>

We will establish a \$2,500.00 as a not-to-exceed lump sum fee, with additional drilling beyond a total lineal footage of 30 feet performed at a cost of \$25.00 per foot for borings drilled up to 50 feet below grade, and \$30.00 per foot for boring advancement greater than 50 feet below grade.

In the event the scope of our services needs to be revised (for example, additional or deeper borings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with L'Allier Concrete, Inc. before proceeding. Our fees will be in effect until August 31, 2020, after which they will be subjected to review and possible escalation.

MINNESOTA DEPARTMENT OF HEALTH FEES

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65

per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

Property Owner's mailing address:

SCHEDULE

We anticipate the field work can be completed two to three weeks after receipt of authorization. Laboratory testing and the report can be completed one to two weeks after completion of the field services. However, if private utilities are present onsite and a reliable method of locating them is not approved by the property owner, project scheduling may be delayed. Occasionally, variations in the project scope of services occur due to reasons beyond our control such as site access concerns, severe weather delays, issues or complications with private utility clearing, or interfering activities ongoing at the project site. If encountered, these issues may cause unforeseen delays in the project development. We will inform you of the status of the project schedule, equipment availability, and site-specific considerations as the setup progresses.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures' and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

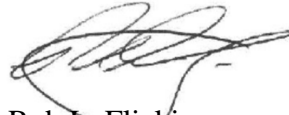
L'Allier Concrete, Inc. - Multipurpose Concrete Slab at Tighe-Schmitz Park
Birchwood Village, Minnesota
AET Proposal No. 20-22866
July 8, 2020
Page 6 of 6

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions regarding this proposal, please contact us.

Sincerely,
American Engineering Testing, Inc.



Andrew T. Schmid, PE
Principal Engineer
Phone: (651) 523-1274
Email: aschmid@amengtest.com



Rob L. Flickinger
Senior Engineer/Manager
Email: rflickinger@amengtest.com

Attachments: 2020 Geotechnical Fee Schedule
Service Agreement (4 pgs.)
Proof of Insurance
W9

AET PROPOSAL No.: 20-22866	ACCEPTANCE AND AUTHORIZATION
Signature _____	Date _____
Typed/Printed Name _____	
Title _____	
Company _____	

I. Personnel Hourly Rates

A. Administrative Assistant	70.00/hr.
B. Engr. or Env. Technician I	77.00/hr.
C. Engr. or Env. Technician II	90.00/hr.
D. Drill Technician/Geo Lab Technician	102.00/hr.
E. Engr. or Env. Technician III	110.00/hr.
F. Engineering Assistant	119.00/hr.
G. Engineer I/Geologist I	132.00/hr.
H. Engineer II/Geologist II/Sr. Engr. Assistant	152.00/hr.
I. Senior Engineer/Geologist	169.00/hr.
J. Principal Engineer/Geologist	205.00/hr.
K. Principal of Firm	225.00/hr.

II. Vehicle Mileage

A. Personal Automobile/Truck	0.75/mile
B. Auxiliary Truck Vehicle	1.00/mile
C. Truck with Coring, FWD, or GPR Equipment	1.10/mile
D. Truck with Warning Sign/Crash Trailer	1.20/mile
E. 1-ton Truck with Drill Rig	1.20/mile
F. 1½ to 2½-ton Truck with Drill Rig	1.35/mile
G. CPT Truck Rig (20-ton push capacity)	1.60/mile
H. Tractor/Lowboy Trailer	1.80/mile

III. Equipment Rental

A. Drill Rig Rental	
1. Rotary Drill on 1-ton Truck	78.00/hr.
2. Rotary Drill on 1½ to 2½-ton Truck	88.00/hr.
3. Rotary Drill on All-Terrain Vehicle	120.00/hr.
4. Portable, Non-rotary Rig	88.00/hr.
B. Auxiliary/Specialty Vehicle Rental	
1. Auxiliary Truck Vehicle	19.50/hr.
2. Truck with Warning Sign/Crash Trailer	43.00/hr.
3. Truck with Coring Equipment	59.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	155.00/hr.
2. Electronic Cone w/Computer	48.00/hr.
3. Soil Sampler	7.00/hr.
4. Water Sampler	22.00/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	335.00/day
2. Field Electrical Resistivity	260.00/day
3. Field Seismic Shear Wave (ReMi)	435.00/day
4. Inclinator Reading Equipment	340.00/day
5. Electronic Transducer Reading	180.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	140.00/day
b. HQ Wireline Packer	350.00/day
7. Borehole Pressuremeter	75.00/hr.
8. Iowa Borehole Shear Tester	335.00/day
9. Double Ring Infiltrometer	275.00/day
10. GPS Mapping System	16.00/hr.
11. Pile Driving Analyzer (PDA)	750.00/day
12. Calibrated SPT Rod	230.00/day
13. Pile Integrity Test (PIT)	360.00/day
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	75.00/hr.
2. CAPWAP	40.00/hr.
3. AutoCAD or Microstation	35.00/hr.
4. Wave Equation (WEAP)	25.00/hr.
5. LPILE or GROUP	25.00/hr.
6. Slope Stability (ReSSA)	25.00/hr.
7. Stabilized Earth Slopes & Walls	25.00/hr.
8. Settlement (FoSSA)	25.00/hr.

F. Bit Wear- Rock Coring

1. Diamond Bit - Sedimentary Rock	
a) B, NQ	12.00/foot
b) HQ	14.00/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, NQ	20.00/foot
b) HQ	23.00/foot

IV. Laboratory Tests of Soil

A. Water Content	hourly
B. Dry Density (includes water content)	60.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	118.00/test
2. Liquid Limit or Plastic Limit Separately	103.00/test
D. Sieve Analysis (includes -#200)	110.00/test
E. Hydrometer Analysis (sieve included)	208.00/test
F. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	1000.00/test
2. Dry Out Curve (4 pts)	1245.00/test
G. Electrical Resistivity (ASTM:G57-Soil Box)	102.00/test
H. Corrosion/Concrete Attack Series* price upon request	
I. Consolidation (up to 32 tsf)	
1. With P-e curves only	480.00/test
2. With P-e curves, time curves	610.00/test
J. Unconfined Compression (incl. wc/density)	103.00/test
K. Hand Penetrometer	10.00/test
L. Organic Content of Soil	70.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	298.00/test
N. R-value (Hveem Stabilometer)	400.00/test
O. California Bearing Ratio	
1. Granular	640.00/test
2. Cohesive	730.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	140.00/test
2. Modified	150.00/test

*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

V. Expenses

A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.**

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 20 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 21 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 22 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 23 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 24 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Engineering Testing, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 550 Cleveland Avenue North	Requester's name and address (optional)
6 City, state, and ZIP code Saint Paul, MN 55114	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	1	-	0	9	7	7	5	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/1/20</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Map of the 2019 Birchwood Special Archery Deer Hunt Area



MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Randy LaFoy, Councilmember
SUBJECT: Tree Update
DATE: June 11, 2019

I met with Andy McGuire, Cooperative Forest Manager | Division of Forestry, Minnesota Department of Natural Resources. We drove around Birchwood and he looked at the Tree Plan that Chad Peterson put together.

He suggested:

Education -

- We need to help our residents identify trees - as there is some general confusion. This could be marking, spray painting. He suggested marking problem trees like ash, buckthorn and box elder.
- Our Tree Inspector could help people identify trees.

Future trees

- The city would build some tree boxes where it would grow trees it could buy in bulk. After a year of growth, the city would sell these more mature saplings to residents. This could help tree growth on private land.
- Plant trees on city property

Current trees

- There actually is a good understory of trees in Birchwood. Unfortunately, most of these trees are maple trees.

Cutting oak trees down

- He suggested we have a new ordinance that prohibits trees from being cut down during the period of time when oak wilt. We would want to particularly let Xcel know about this. An email or letter to larger tree companies would not hurt. It would also allow the City to stop fly-by-night companies if they are cutting at the wrong time of the year.
- The number of ash trees in Birchwood will be an increasing problem as they die and have to be cut. There are a lot of very mature ash on private property

Grants and more

- Andy gave me a list of organizations that have grants, trees, education and more. I will be following up.

Timeline

- I will keep plugging away on this. Does the city have a time they want this done?

Also, John Lund sent me a text on some ideas.

Name of Initiative	Baby Trees Initiative in Birchwood
Committee	Council - volunteers
What problem will this initiative solve or what value will this create in our community?	Birchwood is covered by trees. Many of our oaks are nearing the end of their 125 year old lives. We have an invasive tree with buckthorn. Our ash trees have a limited life. The boxelder trees are junk trees and have the greatest chance of disease.
Proposed Solution or Initiative Description	<p>Year 1</p> <ol style="list-style-type: none"> 1. Purchase approximately 100 trees in bulk 2. ‘Sell’ or give trees away to Birchwood residents; AND plant trees in public areas 4. Commit to one year; fix ‘bugs’ in the program 5. Subsequent years, continue to acquire/distribute trees. Rotate tree selection to encourage variety of trees. Increase number of trees purchased. <p>Sandbox ideas</p> <ol style="list-style-type: none"> A. Organize a group of citizens to watch any trees planted on public property B. Educate residents through the newsletter, web site or at special gatherings with Informational lists and brochures C. Re-plant desirable trees D. Identify healthy potential canopy trees and reduce the competition around them E. Apply for grants to add trees to Birchwood F. Start a tradition of buying everyone in Birchwood a bareroot tree a year (350 x \$1.40 = \$490)
How will we measure success of this initiative? <i>What would success look like and how will we know if we are successful?</i>	A larger variety of healthy trees
Estimated Cost of Initiative	\$100-150 per year for 10 years.
Assumptions or Dependencies <i>What has to be true for the benefit and costs to be accurate? Examples: labor cost assumptions, number of residents using solution, etc.</i>	

<p>Alternative Solutions Considered <i>What are the alternatives that could be considered to solve the problem?</i></p>	<p>1. Do nothing 2. Continue to watch our older trees go away</p>
<p>Timing Considerations <i>Are there any firm deadlines or an ideal timeframe for this initiative? What is driving the deadline?</i></p>	<p>The sooner the better so trees can get started this summer.</p>

Name of Initiative	Trees in Birchwood
Committee	Parks
What problem will this initiative solve or what value will this create in our community?	Birchwood is covered by trees. Many of our oaks are nearing the end of their 125 year old lives. We have an invasive tree with buckthorn. Our ask trees have a limited life. The boxelder trees are junk trees and have the greatest chance of disease.
Proposed Solution or Initiative Description	<ol style="list-style-type: none"> 1. Decrease tile amount of Buckthorn 2. Discourage boxelder and ash dominance by removing saplings and planting/encouraging a variety of trees from "suggested native trees and shrubs of Minnesota" 3. Organize a group of citizens/tree board interested in forest stewardship to act as advisors. 4. Educate residents through the newsletter, web site or at special gatherings with Informational lists and brochures 5. Re-plant desirable trees 6. Identify healthy potential canopy trees and reduce the competition around them 6. Apply for grants to add trees to Birchwood 7. Commit to a multiple year plan of tree growth
How will we measure success of this initiative? <i>What would success look like and how will we know if we are successful?</i>	A larger variety of healthy trees
Estimated Cost of Initiative	\$1000 per year for 10 years.
Assumptions or Dependencies <i>What has to be true for the benefit and costs to be accurate? Examples: labor cost assumptions, number of residents using solution, etc.</i>	
Alternative Solutions Considered <i>What are the alternatives that could be considered to solve the problem?</i>	<ol style="list-style-type: none"> 1. Do nothing 2. Continue to spend \$10,000/year on a tree inspector
Timing Considerations <i>Are there any firm deadlines or an ideal timeframe for this initiative? What is driving the deadline?</i>	

CERTIFICATE OF SURVEY



SCALE : 1" = 30'

PROPERTY DESCRIPTION

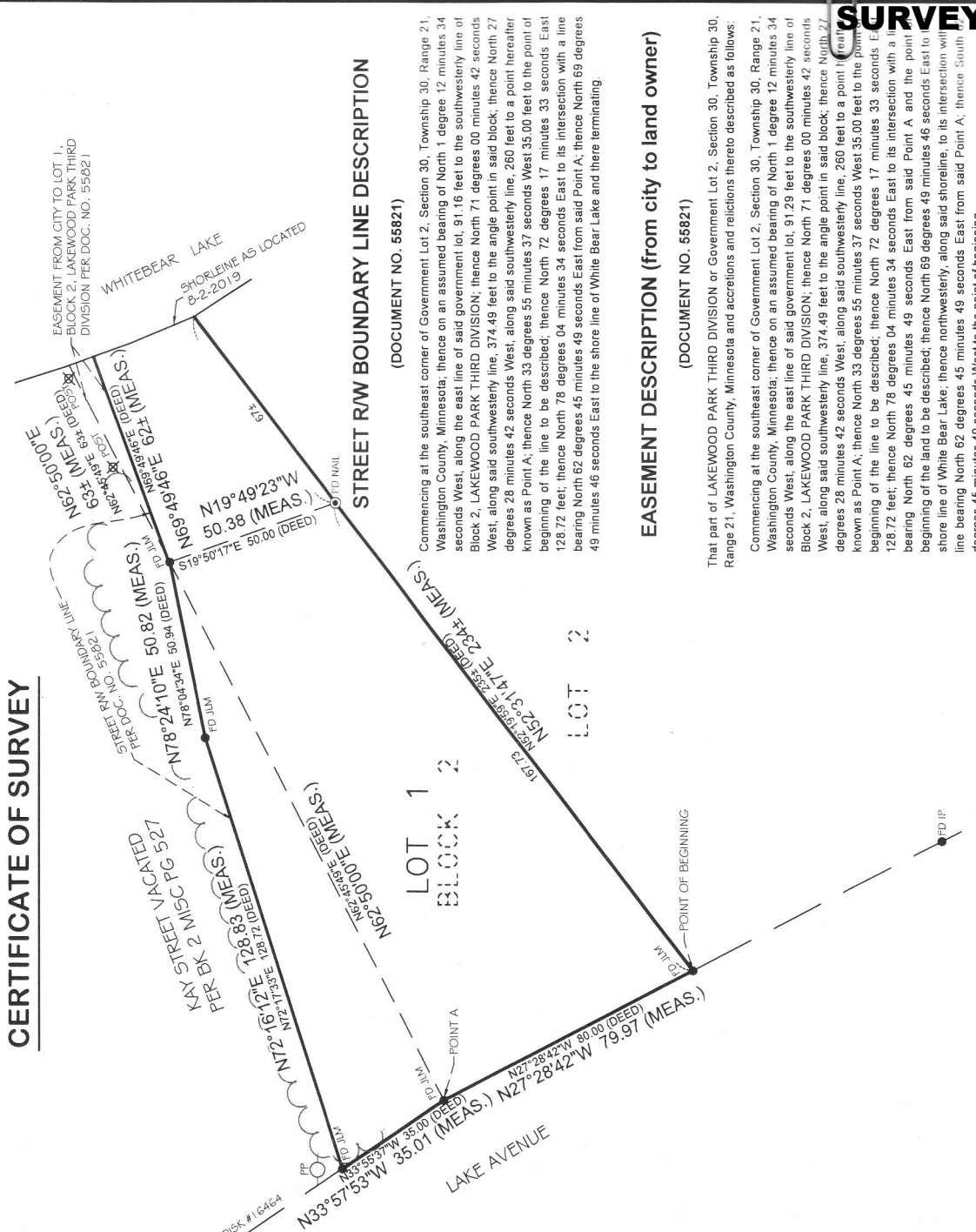
That part of LAKEWOOD PARK THIRD DIVISION or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota, as to the following described property:

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 southwesternly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesternly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesternly 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 35.01 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 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 southwesternly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesternly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesternly line, 180.00 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, 91.16 feet to the southwesternly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesternly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesternly line, 180.00 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 52 degrees 19 minutes 59 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

PROBE ENGINEERING, INC.
 80 COMPANY, INC.
 1000 EAST 146th ST., STE. 240, BURNSVILLE, MN 55337 PH (652)432-3000

RESOLUTION 2020-24

**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 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, the effects of the COVID-19 pandemic and related federal, state, and local health regulations on the City's ability to staff its polling location are unknown; and

WHEREAS, the City desires to be prepared for the worst possible outcome of these effects; and

WHEREAS, Primary Election Judges must be appointed by July 17, 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:
 - 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>

Voting in Favor:

Voting Against:

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

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk



June 2, 2020

Tobin Lay
City Administrator
207 Birchwood Avenue
Birchwood, MN 55110

RE: Dellwood Park and Kay Park
Flooding Investigation

Dear Mr. Lay:

Thatcher Engineering, Inc. (TEI) was retained by the City of Birchwood Village to investigate water flooding on both Dellwood Park and Kay Park. In accordance with your request, TEI prepared this report based on the information and documents described below.

BACKGROUND

TEI understands that water floods both parks and causes access to White Bear Lake to be limited or impossible.

The purpose of the investigation is to document whether or not down spouts, down spout extensions, draitile pipes or sump pump discharge pipes on property adjacent to both parks discharge water onto the parks and contribute to the flooding.

On May 29, 2020, TEI conducted a site visit and observed both parks with you.

OBSERVATIONS

Dellwood Park

According to the Washington County web site, the property east of Dellwood Park is owned by Jerry and Jacqueline Jarosz. TEI observed a down spout extension in a location that directs water onto the park. The location is Item 1 on the Dellwood Park map (attached). No flowing water was observed during the site visit. However, when it is raining, water from the down spout extension will flow onto the park.

According to the Washington County web site, property west of Dellwood Park is owned by Anthony and Christina Demars. TEI observed a down spout extension in a location that directs water onto the park. The location is Item 2 on the Dellwood Park map (attached). No flowing water was observed during the site visit. However, when it is raining, water from the down spout extension will flow onto the park.

Kay Park

According to the Washington County web site, the property south of Kay Park is owned by Judy Duffy. TEI observed a down spout extension in a location that directs water onto the park. The location is Item 1 on the Kay Park map (attached). No flowing water was observed during the site visit. However, when it is raining, water from the down spout extension will flow onto the park.

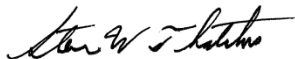
According to the Washington County web site, the property north of Kay Park is owned by James and Debra Harrod. TEI observed a sump pump discharge pipe in a location that directs water onto the park. The location is Item 2 on the Kay Park map (attached). Water was observed flowing from this pipe onto the park during the site visit. Water from this pipe will continue to flow onto the park as long as ground water enters the sump pump basin which is located under or near the house.

CONCLUSIONS

The down spout extensions on the first three properties will discharge water onto the park when it is raining. Water was flowing from the sump pump discharge pipe on the fourth property and will continue flowing onto the park as long as ground water enters the sump pump basin which is located under or near the house. Thus all four properties contribute water which causes flooding on park property.

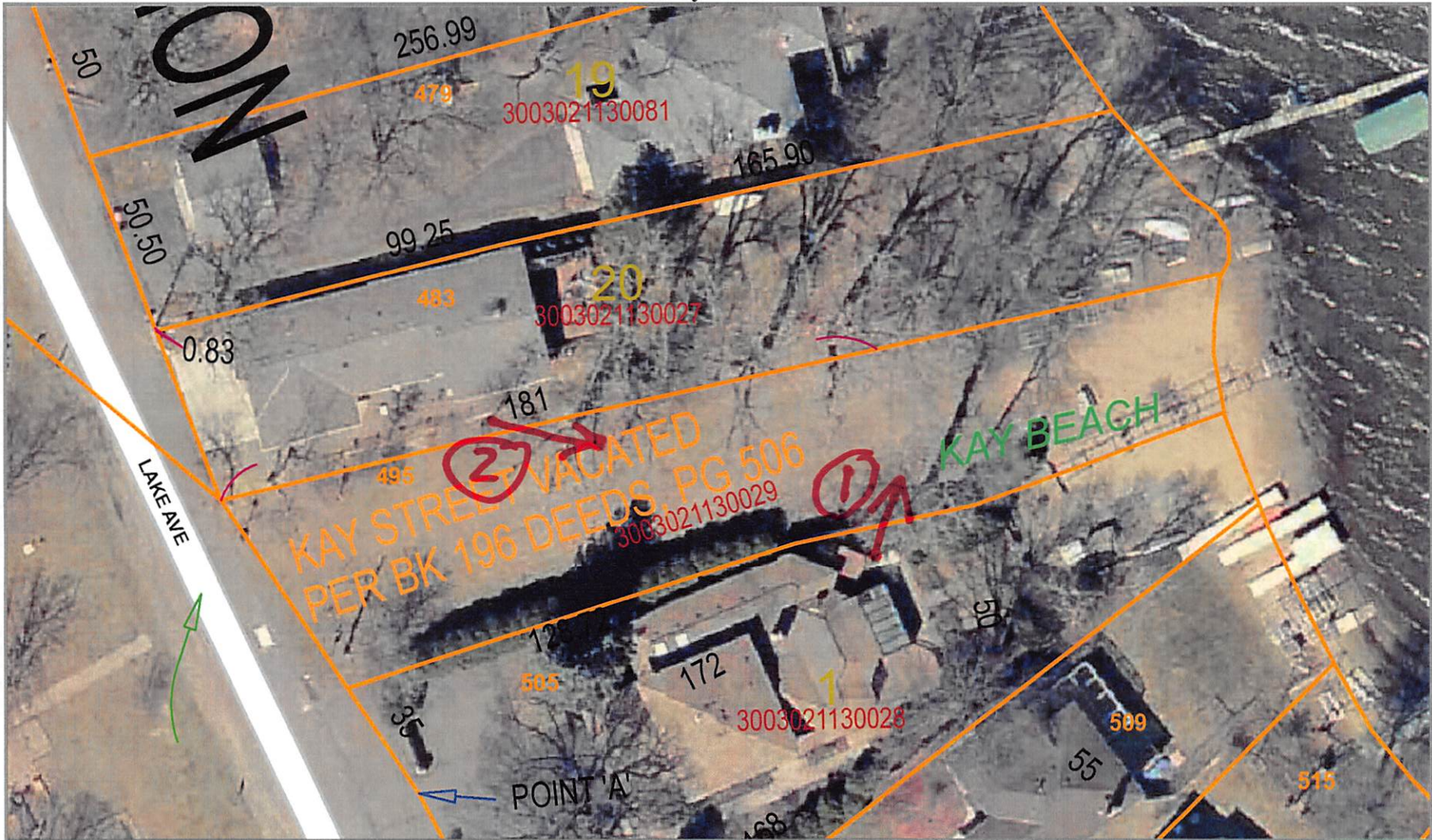
Let me know if you want any further information.


Very truly yours,



Steven W. Thatcher, P.E.
Thatcher Engineering Inc.
sthatcher@thatcher-eng.com

Kay Park



 *Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

Map Scale
1 inch = 42 feet
 6/1/2020



Tobin Lay

From: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Sent: Wednesday, July 1, 2020 11:51 AM
To: Tobin Lay
Subject: Kay Park - Flooding Investigation Update
Attachments: IMG_3424.jpg; IMG_3425.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

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

Tobin,

As requested, on June 17, 2020, TEI conducted a site visit to observe Kay Park and the property north of Kay Park which is owned by James and Debra Harrod (Harrod). The purpose of the investigation was to document whether or not the Harrods changed the sump pump discharge pipe (Pipe) on their property to discharge water onto the park and contribute to the flooding in Kay Park.

A previous investigation, May 29, 2020, TEI observed the Pipe in a location that directs water onto the park. Water was observed flowing from the Pipe onto the park during the site visit.

On June 17, 2020, TEI observed the Pipe in the same location as the May 29 investigation. No water was observed flowing from the Pipe. Also, no water was observed in the park. A new swale or shallow ditch had been excavated on what appears to be Harrod's property. Water that had previously flowed from the Pipe was now standing in the new swale (two photos - attached). No water from the new swale was flowing onto the park. This water will likely infiltrate into the ground.

Water from the Pipe will continue to flow into the new swale as long as ground water enters the sump pump basin which is located under or near the house. This water will infiltrate into the ground, rather than flood the park, if the pump flow rate is less than the ground infiltration rate and the groundwater is below the ground surface. This will vary depending on the amount and intensity of rainfall.

This new swale is an improvement because more water from the Pipe will infiltrate into the ground thus reducing the amount of water that could flow onto the park. However, it is still possible that water could flood the park after a heavy rain.

Please let me know if you have any questions. My cell is 612-867-7234.

Thanks,
Steve

**Steven Thatcher, PE
Thatcher Engineering Inc.**

6201 Creek Valley Road
Edina, MN 55439
Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: www.thatcher-eng.com



**REGULAR I.C.
CITY ENGINEER FOLLOW-UP**

MEMO

To: Tobin Lay

From: H. A. Kantrud

Date: July 6, 2020

RE: Water Deposition onto City Park/Property

Introduction

Due to unusually dramatic precipitation events this spring several easement areas have taken on more surface water than normally seen and moreover than they can handle efficiently. You asked me to collect research regarding how the law handles situations where water is being intentionally passed onto the property of another as the observations of the City Engineer were that neighbors to the City's property were directing their downspouts and even sump-pump discharge onto City property rather than containing and handling the water on their own lots.

I think the key is the directing of the water rather than the topography itself dictating the flow combined with the, "reasonable use," doctrine as adopted in Minnesota. This reasonable use also implies that no harm is done to the burdened parcel and that its reasonable use is not diminished.

Facts

The facts in this matter are summarized in the Report of the City Engineer as reported in the Memo dated June 2, 2020 (received July 1, 2020) attached hereto. The facts are summarized and include the observation that neighbors to various City lots are using artificial means to direct water.

Research

It was not intended to hold in that case [*Sheehan v. Flynn*] that any person, in improving or draining his own land, might discharge the surface waters thereof upon the lands of another simply because the damage which might be occasioned would be less than the benefits to the party making the improvement. The question of comparative damages and benefits is an item to be considered in connection with the circumstances of each particular case, but the private proprietary rights of one individual should not be subject to the personal interests of another. *Erhard v. Wagner*, 116 N.W. 577, 579 (Minn. 1908).

[T]he rule of reasonable use ... follows neither the rule of the common law nor that of the civil law. Sometimes it has been inaccurately referred to as merely a modification of the common-law rule, but obviously it has attained a distinct and independent status. *Anderson v. Kelehan*, 167, 32 N.W.2d 286, 289 (Minn. 1948).

The reasonable-use rule is not susceptible of a cut-and-dried formula but must remain flexible. What is a reasonable use is a fact question to be resolved in each case. Pell v. Nelson, 201 N.W.2d 136 (Minn. 1972).

The rule is that in effecting a reasonable use for a legitimate purpose a landowner, acting in good faith, may drain his land of surface waters and cast them as a burden upon the land of another, although such drainage carries with it some waters which would otherwise have never gone that way if (a) There is a reasonable necessity for such drainage; (b) If reasonable care be taken to avoid unnecessary injury to the land receiving the burden; (c) If the utility or benefit accruing to the land drained reasonably outweighs the gravity of the harm resulting to the land receiving the burden; and (d) If, where practicable, it is accomplished by reasonably improving and aiding the normal and natural system of drainage according to its reasonable carrying capacity, or if, in the absence of a practicable natural drain, a reasonable and feasible artificial drainage system is adopted. Miles v. City of Oakdale, 323 N.W.2d 51 (Minn. 1982).

In the instant situation, the alleged actions ... constitute, at most, a trespass or a nuisance. Id. at 57.

Application of Research to Facts

Based on the cursory research into the matter the principle of reasonableness emerges as the test with an added emphasis on the notion that harm to another will militate against any suggestion of reasonableness. While it is reasonable to shunt rain away from a foundation, it may not be reasonable to eject the same onto your neighbor's property if that creates a flood situation that would not naturally occur. Similarly, using a sump-pump to remove water from a basement is perfectly normal (never-minding the notion that a basement at the edge of a lake may otherwise not be such a good idea in the first place) but when that water is then ejected and artificially removed onto a neighbor's parcel and accumulates and makes it unusable that too suggests that it is an unreasonable action relative to the handling of the water.

As the Courts have opined, the law would likely support an action in trespass or nuisance for these unreasonable uninvited depositions of water that should be handled by landowners on their own parcels.

Minnesota Environmental Rules are focused on *quality* not *quantity*. As that is the case there are no specific prohibitions from a State Rules perspective unless the water is compromised AND flowing into the waters of the State. Assuming that the water in these cases is simply clean rain water or seepage (gutters and sumps respectively) then they would not be considered polluted or impaired discharges.

Absent specific Ordinance, this activity may constitute trespass but certainly can be considering a public nuisance as defined under State law in the criminal code. That code defines the maintaining of any condition that unreasonably annoys or injures the public to constitute a criminal public nuisance.