



**AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
July 13, 2021
7:00 P.M.**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. We are social, follow us on Facebook/Twitter and/or register for the email listserv
- B. Music in the Park concert series runs every Sunday at 6:00pm in Tighe-Schmitz Park
- C. Birchwood Village will host an open house for the City's 100 year anniversary on September 10th, 2021. More information to come.
- D. A set of tree loppers was lost at Bloomquist park. Please return to/call City Hall if found.

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report* (pp. 3-8)

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from June 8, 2021* (pp. 9-14)
- B. Approve Treasurer's Report* (pp. 15-25)
- C. Approve Resolution 2021-17, Joint Powers Agreement with State of MN* (pp. 27-45)
- D. Approve Resolution 2021-16, Appointing City Tree Inspector* (p. 47)
- E. Approve Resolution 2021-18, Hiring of City Treasurer* (p. 48)

CITY BUSINESS – REGULAR AGENDA

- A. Parks Capital Improvement Plan* (pp. 49-52)
 - a. Public Hearing
Time Budget: 5 Minutes
- B. Appoint Planning Commissioner* (pp. 53-59)
 - a. Review Candidates & Appoint a Commissioner
Time Budget: 15 Minutes

- C. Appoint White Bear Lake Conservation District Representative* (pp. 61-64)
 - a. Review Candidates & Appoint Representative
Time Budget: 15 Minutes
- D. City Slogan* (pp. 65-66)
 - a. Review & Discuss
Time Budget: 5 Minutes
- E. Wildwood Park* (pp. 67-69)
 - a. Review & Discuss
Time Budget: 10 Minutes
- F. Scheduling of Special Meeting (Mayor Wingfield)
 - a. Discuss & Potentially Schedule Special Meeting
Time Budget: 5 Minutes
- G. Park Signage* (pp. 71-74) (Mayor Wingfield)
 - a. Review & Discuss
Time Budget: 5 Minutes
- H. Lake Links Trail (Mayor Wingfield)
 - a. Update
Time Budget: 5 Minutes
- I. Council Member Reports:
 - a. Mayor Wingfield
 - i. Signage for City Entrances
 - ii. Legislative update for Lift Station Funding
 - iii. STS Update
 - iv. Comp. Plan Update
 - v. Schifsky Work Update
 - vi. Velocity Sewer Cleaning Report*Time Budget: 10 Minutes*
 - b. Councilmember McCarthy
 - i. Movie Night* (pp. 75-76)
 - ii. Wildwood & Iris Intersection* (pp. 77-80)
 - iii. Rain Garden Update* (p. 81)*Time Budget: 10 Minutes*
- J. City Attorney Report
 - a. Uniform Maintenance Code* (pp. 83-89)
 - i. Review & Discuss
Time Budget: 10 Minutes
- K. Old Business
 - a. City Hall Restoration* (pp. 91-94)
 - i. Review & Discuss
Time Budget: 5 Minutes

ADJOURN

MEMORANDUM



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

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



WASHINGTON COUNTY SHERIFFS OFFICE

BIRCHWOOD VILLAGE - 32

6/2/2021 7:52:10 AM WC21025305 XXX CEDAR ST, BIRCHWOOD VILLAGE WELFARE CHECK

Request to check the address. I walked around the house and it appeared to be vacant inside. I knocked on the door and no one answered. I checked the mailbox and it appeared there was only one or two days of mail in it. Vehicle in driveway registered to the address but it appears to have been parked there for a bit.

6/3/2021 7:50:18 AM WC21025483 XXX Wildwood Ave, BIRCHWOOD VILLAGE MEDICAL

Medical - WBL EMS responded - took care of call.

6/4/2021 8:41:58 PM WC21025883 3XXX East County Line Rd, BIRCHWOOD VILLAGE NOISE COMPLAINT/DISTURBANCE

Fireworks complaint. Diverted to priority call.

6/4/2021 9:47:45 PM WC21025903 3XXX EAST COUNTY LINE RD, BIRCHWOOD VILLAGE FIREWORKS

Complaint of fireworks. Sounded like a \Warzone\. Drove through the area, did not see, hear, or smell fireworks.

6/4/2021 10:19:15 PM WC21025910 Unknown, BIRCHWOOD VILLAGE FIREWORKS

RP (City Council member) advised me that mayor was receiving complaints about fireworks in area of Birchwood Village and that she instructed him to contact WCSO. I advised him that we would perform extra patrol of area when possible; Birchwood contract car and other nearby cars were tied up indefinitely due to call volume and coverage.

6/5/2021 9:02:30 PM WC21026142 XX Five Oaks Ln, BIRCHWOOD VILLAGE DISTURBANCE

I responded to a report of harassment at the residence. I spoke with both parties involved. It was determined to be a verbal altercation over finances related to a person in crisis. Report taken to be forwarded to mental health unit.

6/6/2021 3:08:07 PM WC21026252 30XXX -341 WILDWOOD AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village, observed no traffic violations.

6/7/2021 7:56:24 AM WC21026347 50XXX -698 HALL AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village, no traffic violations observed.

6/7/2021 8:01:40 PM WC21026460 10XXX -180 CEDAR ST, BIRCHWOOD VILLAGE TRAFFIC STOP

Traffic stop for speed. See additional officer comments.

6/7/2021 8:33:56 PM WC21026463 XX Birchwood Ave, BIRCHWOOD VILLAGE ANIMAL COMPLAINT

Report of injured deer. Unable to locate deer.

6/8/2021 3:54:17 AM WC21026519 34XXX -398 WILDWOOD AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Directed patrol. No suspicious/criminal activity observed. Clear.

6/9/2021 12:02:31 AM WC21026665 54XXX -559 IRIS ST, BIRCHWOOD VILLAGE DIRECTED PATROL

Directed patrol. No suspicious/criminal activity observed. Clear.

6/10/2021 1:29:51 AM WC21026851 10XXX -181 CEDAR ST, BIRCHWOOD VILLAGE DIRECTED PATROL

Directed patrol. No suspicious/criminal activity observed.

6/10/2021 2:00:30 PM WC21026915 XXX Wildwood Ave, BIRCHWOOD VILLAGE CITIZEN/PUBLIC ASSIST

Comp requested it contact neighbor at block of 509 on her street about some garage siding that what going to be installed and to let them know a small portion of the scaffolding would be on their property. I attempted contact with neighbor but was not successful.

6/13/2021 3:08:00 PM WC21027525 70XXX -715 HALL AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village, no traffic violations observed

6/14/2021 5:06:44 PM WC21027728 XXX WILDWOOD AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village, no traffic violations observed.

6/15/2021 2:03:50 AM WC21027787 18XXX -199 CEDAR ST, BIRCHWOOD VILLAGE DIRECTED PATROL

Directed patrol. No suspicious/criminal activity observed. Clear.

6/15/2021 9:56:39 AM WC21027816 30XXX -426 HALL AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village no traffic violations observed.

6/16/2021 8:40:58 AM WC21027987 XXX Wildwood Ave, BIRCHWOOD VILLAGE DISORDERLY CONDUCT

Responded to parties involved in road/construction rage. Resident expressed anger over construction material delivery truck holding her up on Wildwood Av, truck driver expressed anger over resident verbally harassing him and flipping him off. De-escalated both parties individually, advised them to contact WCSO for mediation in the future before situation escalates.

6/17/2021 8:57:07 AM WC21028155 XXX Wildwood Ave, BIRCHWOOD VILLAGE CITIZEN/PUBLIC ASSIST

Spoke with construction site manager who stated the items would be moved and picked up by 930am.

6/17/2021 9:08:02 AM WC21028158 XXX Jay St, BIRCHWOOD VILLAGE SUSPICIOUS PERSON/ACTIVITY

Checked the area. GOA

6/18/2021 8:51:28 AM WC21028347 XXX Wildwood Ave, BIRCHWOOD VILLAGE PROPERTY DAMAGE

I was dispatched to a property damage report of a mailbox that was damaged overnight. No suspects.

6/21/2021 5:59:50 PM WC21028991 50XXX -699 HALL AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village, no traffic violations observed.

6/22/2021 2:19:13 PM WC21029111 50XXX -698 HALL AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village; no traffic violations observed.

6/23/2021 12:23:00 AM WC21029215 Hall Ave / Wildwood Ave, BIRCHWOOD VILLAGE TRAFFIC STOP

Traffic stop for expired temp plate. Driver canceled IPS. Arrest.

6/23/2021 8:07:54 AM WC21029257 30XXX -340 WILDWOOD AVE, BIRCHWOOD VILLAGE DIRECTED PATROL

Patrolled area of Birchwood Village, no traffic violations observed.

6/24/2021 2:36:24 AM WC21029435 18XXX -198 CEDAR ST, BIRCHWOOD VILLAGE DIRECTED PATROL

Directed patrol. No suspicious/criminal activity observed. Clear.

6/25/2021 12:08:19 AM	WC21029603	10XXX -191 WILDWOOD AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
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Directed patrol. No suspicious/criminal activity observed. Clear.

6/25/2021 8:19:44 AM	WC21029641	42XXX -499 HALL AVE, BIRCHWOOD VILLAGE	DIRECTED PATROL
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Patrolled area of Birchwood Village, observed one traffic violation; driver issued verbal warning.

6/25/2021 8:30:01 AM	WC21029643	XXX Lake Ave, BIRCHWOOD VILLAGE	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
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Residential alarm, all secure.

6/27/2021 3:42:39 AM	WC21029969	10XXX -180 CEDAR ST, BIRCHWOOD VILLAGE	DIRECTED PATROL
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Directed patrol. No suspicious/criminal activity observed. Clear.

6/29/2021 8:59:28 PM	WC21030360	30XXX -307 JAY ST, BIRCHWOOD VILLAGE	DIRECTED PATROL
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Patrolled area of Birchwood Village, observed no traffic violations.

TOTAL INCIDENTS: 32

Citations for: Birchwood

6/1/2021 To 6/30/2021

Agcy	Date	Citation Number	Badge	Officer Name	Citation Type	Block	Street Name	Str Sfx	Cross Street Name	Cross St Sfx	City	Literal Description	Statute
WCSSO	6/7/2021	820013115801	WC13772	A. Tysk	Citation	0	CEDAR ST		EAST COUNTY LINE RD		Birchwood	Traffic Regulation - Driver Must Carry Proof of Insurance when Operating Vehicle	169.791.2(a)

**MINUTES
OF THE REGULAR MEETING OF THE
CITY OF BIRCHWOOD VILLAGE
FIRST IN PERSON MEETING HELD AT CITY HALL SINCE COVID
JUNE 8, 2021**

CALL TO ORDER

Mayor Wingfield called the meeting to order at 7:00pm

MEMBERS PRESENT: Mayor Mary Wingfield, Councilmembers: Mark Foster, Justin McCarthy, John Fleck, Kevin Woolstencroft

STAFF PRESENT: City Administrator Andy Gonyou, City Attorney H. Alan Kantrud

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

Mayor Wingfield stated that she would like to add the following:

1. Park Benches at Tennis courts and Jay path
2. Damage at Tighe Schmidt
3. Water Meter Contract
4. Update on 143 Wildwood on the timeline
5. Citation ordered on contractor 143 Wildwood to be tagged
6. Elm easement the tree canopy there
7. help with the tree canopy on the road
8. Velocity, sewer cleaning that was complete

Administrator Gonyou mentioned that he had a request from a homeowner for temporary parking restrictions. Drafted a resolution 2021-15. To be put under old business under Administrator Gonyou.

MOTION MADE BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE THE ADMENDED AGENDA. SECONDED BY COUNCILMEMBER FLECK. AYES: WINGFIELD, FLECK, MCCARTHY, FOSTER, WOOLSTENCROFT. MOTION PASSED

OPEN PUBLIC FORUM

1. Barton Winter (150 Oaks La) brought up his concerns

ANNOUNCEMENTS

- A. We are social, follow us on Facebook/Twitter and/or register for the email
- B. Mayor Wingfield mentioned that Senator Chuck Wiger was here before 7:00pm. Dropped off Commemoration of the Centennial, which is officially September 10th. But actually the whole year is the city's Centennial . Post on bulletin board outside/inside
- C. The Parade is on Sunday, the 4th of July. The start is at 10:00. Band is going to practice a little longer, queuing up at 9:00 at 5 Birchwood. Go out on the website. Contact Mayor Wingfield is interested in helping out.
- D. Great to be back in person
- E. Music in the Park starts on June 13th at 6:00pm at Tighe Schmidt Park, signs will be out

ADMINISTRATIVE PRESENTATION:

- A. Sheriff Report

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from May 11, 2021
- B. Approve Treasurer’s Report
- C. Approve scheduling of Parks Capital Improvement Public Hearing For July 13, 2021
- D Approve Parks Maintenance Plan
- E Add the bill for Velocity Sewer Cleaning which is \$11,200.00
- F. Trees that Councilmember Fleck purchased come out of the Parks Fund

Councilmember Fleck mentioned that he would like to change the language in the Parks Maintenance Plan for surface maintenance. On an “as needed” basis.

MOTION WAS MADE BY MAYOR WINGFIELD TO APPROVE THE CONSENT AGENDA WITH CHANGES. SECONDED BY COUNCILMEMBER MCCARTHY. AYES: WINGFIELD, FLECK, MCCARTHY, WOOLSTENCROFT, FOSTER. MOTION PASSED

CITY BUSINESS-REGULAR AGENDA

A. MS4: Storm water Pollution Prevention Program Review

- a. Public Hearing

MOTION MADE BY COUNCILMEMBER MCCARTHY TO CLOSE THE PUBLIC HEARING. SECONDED BY COUNCILMEMBR FLECK. AYES: WINGFIELD, FLECK, MCCARTHY, WOOLSTENCROFT, FOSTER. MOTION PASSED

Mayor Wingfield wanted the public to know that this Storm Water Pollution Prevention Hearing is held every May or June and it is to inform the public that the city is doing what is expected and that is required by the Metropolitan Pollution Control Agency. Holding facilities take out silt, dirt, sand, and a little bit of chemicals. Newsletter keeps residents updated.

B. Second Reading Ord. 2021-04-01, Amending City Code Sec. 301.060(B)

This is in regards to the starting and ending times of commercial construction. Was originally 7:00am to 7:00pm. Subdivision Task Force requested changing later start time and earlier ending time. Council suggested start time change from 7:00am to 7:30am and leave the ending time at 7:00pm Same on Saturdays and no work on Sundays.

- i. Council discussed the pros and cons on changing the start time from 7:00 to 7:30am

- a. Public Hearing

MOTION WAS MADE BY COUNCILMEMBER MCCARTHY TO CLOSE THE PUBLIC HEARING. SECONDED BY COUNCILMEMBER FLECK. AYES: WINGFIELD, FOSTER, MCCARTHY, FLECK, WOOLSTENCROFT. MOTION PASSED

- b. Council Deliberation and approval

MOTION WAS MADE BY COUNCILMEMEBR MCCARTHY TO APPROVE THE STARTING TIME FROM 7:00AM TO 7:30AM AND KEEP THE END TIME AT 7:00PM. COUNCILMEMBER FLECK SECONDED. AYES: WINGFIELD, MCCARTHY, FLECK, WOOLSTENCROFT. APOPOSE: FOSTER. MOTION PASSED

C. City Treasurer Position

- a. Update (Councilmember McCarthy & Mayor Wingfield)

1. Tobin Lay has resigned as the City Treasurer and went to City of Landfall
2. Councilmember McCarthy mentioned that the Treasurer position is open and one of the opportunities is to engage St Anthony Village to help with the Treasurer. Shelley Rueckert is the finance director there and is familiar with the City of Birchwood’s books.
3. Mayor Wingfield talked to Mary Cahill who is a resident who has expressed interest in helping out with the books. Mary Cahill would write out the checks and do some of the bookkeeping tasks. She suggested, depending on time commitment, that she would do as a service to the community, rather than being paid. Shelley from St Anthony and her team would be oversight. Mary Cahills qualification is 40 years in the banking industry with quality assurance.

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4. Question came up if she needed to be an employee of the city, and it was suggested that she would get paid an nominal fee. Mary Cahill would just prepare the checks and Shelley would finish the procedure. Mayor Wingfield will check on this.

5. Not hiring Shelley as Treasurer but the City of St Anthony

b. Council Deliberation

c. Approve Resolution 2021-14. Appoint Treasurer

MOTION WAS MADE BY COUNCILMEMBER MCCARTY TO APPROVE RESOLUTION 2021-14. SECONDED BY MAYOR WINGFIELD. AYES: WINGFIELD, MCCARTHY, WOOLSTENCROFT, FLECK, FOSTER. MOTION PASSED

MOTION WAS MADE TO APPOINT MARY CAHILL TO BE THE BOOKKEEPER OF BIRCHWOOD VILLAGE, PENDING FURTHER RESOLUTION ON THE STATUS. SECONDED BY MAYOR WINGFIELD. AYES: WINGFIELD, FOSTER, MCCARTHY, WOOLSTENCROFT, FLECK. MOTION PASSED

D. Council Member Reports

a. Mayor Wingfield

i. Washington County Historical Society

a. Did give monies to the society of \$1.00 per resident

b. The county board has decided to fund them for one year

ii. Birchwood Road/Hall Ave Interface

a. Mayor Wingfield and Councilmember Fleck went to the Mahtomedi Council meeting

b. Mahtomedi might reduce the speed limit city wide

c. Issue of the 3 way stop sign on Lost Lake Ct is still pending

iii. Contractor Insurance vs Cash Escrow

a. Homeowners pay the cash escrow and contractors don't pay

b. City Attorney Kantrud explained why the contractors have the insurance and not cash escrow

c. City Deputy Clerk Smith explained why city should also have contractors pay the escrow

d. Put on review for next month

iv. Sell trailer

a. discussion was made on selling the city's trailer.

v. 1. Park Benches at Tennis courts and Jay path

a. Bridget Sperrl offered to donate one in honor of John McCormick at the tennis courts/pickleball courts

b. The Birchwood Community Club to add a park bench at Jay Path

1. Councilmember Woolstencroft discussed reasoning on why one should not be on Jay Path.

vi.. Damage at Tighe Schmidt

a. Discussion was made on how to handle damages to Tighe Schmidt

b. Maybe check with neighbors on cameras

c. Trail cams discussion

vii. Water Meter Contract

a. Purchase order pending with Dakota Supply Group(DSG)

b. Expires June 30th

c. We don't have a contract just a purchase order.

d. City Attorney Kantrud discussed the purchase order.

e. Also went over other options from other companies.

f. Mayor Wingfield mentioned that it has already been authorized with DSG and need to have Administrator Gonyou follow through with it.

- viii. Update on 143 Wildwood on the timeline (shoreline)
 - a. In May Council gave a 60 day window for resolution.
 - b. Submission was incomplete at the Planning Commission.
 - c. Cancelled the garage application.
 - d. City Engineer Thatcher and City Planner Danks are both working with homeowner on the shoreline.
 - e. City Attorney Kantrud will also reach out to the homeowner
 - ix. Citation ordered on contractor 143 Wildwood to be tagged.
 - a. City Attorney Kantrud will follow through with the citation.
 - x. Easement manage
 - a. Mayor Wingfield and Councilmember Fleck visited the rain garden at Birch easement with an official from Rice Creek Watershed District. All in agreement to have to the silt cleaned out at Birch easement.
 - b. Proceeded to Elm easement and asked about remedy on keeping dirt out of the lake.
 - c. Suggested to trim back the canopy of trees for more light in area.
 - d. Trees will be marked so residents know they are marked for removal.
 - e. Come back to July meeting with cost of removal and council approval.
 - b. Councilmember Fleck
 - i. 2021 Deer Hunt
 - a. Discussion was made on how aggressive the city wants to be on the deer hunt
 - b. Want to start in September.
 - b. Mayor Wingfield asked Councilmember Fleck to reach out to the metro bow hunters and come up with a plan to tell the public.
 - ii. Looking at parks maintenance
 - a. Discussion on additional soil at Tighe Schmidt park
 - b. 221 Wildwood had soil and soil on Cedar to capture it for park
 - c. Council discussed issue
 - c. Councilmember McCarthy
 - i. Birch Brine
 - a. Discussed with Birch about their deicing policy
 - b. Discussed the Anti icing guide
 - c. Birch is following the guidelines and will make amendments
 - d. Suggested giving Birch another year and if no change then consider opting out of using Birch
 - e. Councilmember McCarthy will be the go to person to keep an eye on it.
- E. City Attorney Report
- a. Rain Garden Maintenance
 - i. City Attorney Kantrud discussed the ordinance he wrote up for the city and what it is.
 - ii. Mayor Wingfield suggested getting a permit with a fee to help manage them
 - iii. Mayor Wingfield bought up issues to add restrictions saying that it would not interfere with public safety, traffic hazard and public utilities and create a nuisance.
 - iv. Put on as first reading at the July meeting, and if any changes contact City Attorney Kantrud
 - v. Councilmember McCarthy discussed his concerns and the enforcement of it
 - vi. Mayor Wingfield mentioned that maybe it should be a right-of-way permit only
 - vii. Councilmember McCarthy questioned
 - 1. BMP credit (Best Management Practice)
 - 2. Owner responsibility on proper maintenance on the rain garden,
 - 3. Surety
 - i. City Attorney Kantrud addressed his questions.

b. City Right-of-way

1. Discussion was made on having the rain garden included in the right-of-way permit
2. Councilmember McCarthy read City Code #309.060
3. Maintenance is required due to imperious surface to include driveways or anything that needs to be maintained with in the right-a -way
4. Would be a Conditional Permit
5. Council made further discussion on the rain garden and the maintenance

c. 312 Wildwood Update

1. The shed looks like better
2. Meets the standards of the community
3. Attorney Kantrud will keep the council informed as collecting costs

d. Uniform Maintenance Code

1. City Attorney Kantrud wrote up a Uniform Maintenance Code and mailed a copy to Mayor Wingfield and Administrator Gonyou.
2. Will put this on the July 2021 meeting for discussion

F. Old Business

1. City Hall Restoration

- a. The painting bid has gone down to \$15,000
- b. No warranty but Pelco will stand behind their work
- c. repairs to be made for \$5,000 from Pelco
- d. Metal doors need to be replaced, and interior
- e. Not dealing with the lower level until city decides what to do with the office space
- f. Front door would be more natural material
- g. Roof bid will come soon after

MOTION MADE BY COUNCILMEMBER MCCARTHY TO APPROVE THE PAINTING BID. SECONDED BY COUNCILMEMBER FLECK. AYES: MCCARTHY, FLECK. WOOLSTENCROFT, WINGFIELD. MOTION PASSED

SECOND MOTION MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY FLECK TO AUTHORIZE PELCO TO ALSO FINISH MAKING THE REPAIRS AND REPLACING THE DOOR TO PROCEED WITH THE PAINTING.

AYES: WOOLSTENCROFT, FLECK, MCCARTHY, WINGFIELD. MOTION PASSED

2. Administrator Gonyou

- a. Request from homeowner to park overnight for guests on street
 - i. Two events this summer end of June and mid September
 - ii. Council discussed the pros and cons on parking on the street for all residents
 - iii. Going to monitor

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MOTION MADE BY COUNCILMEMBER FLECK TO APPROVE THE RESOLUTION THAT ADMINISTRATOR GONYOU HAS DRAFTED WITH THE CHANGE. SECONDED BY MCCARTHY. AYES: MCCARTHY, WINGFIELD, FLECK, WOOLSTENCROFT. MOTION PASSED.

MOTION MADE BY COUNCILMEMBER FLECK TO ADJOURN. SECONDED BY COUNCILMEMBER WOOLSTENCROFT. AYES: FLECK, WOOLSTENCROFT, WINGFIELD, MCCARTHY

ADJOUNED AT 9:07PM

ATTEST:

MAYOR MARY WINGFIELD

CITY ADMINISTRATOR ANDY GONYOU

Cash Control Statement

For the Period : 6/8/2021 To 7/8/2021

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$316,234.60	\$5,182.44	\$32,590.30	\$288,826.74
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Other Federal Programs	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	(\$4,040.00)	\$0.00	\$0.00	(\$4,040.00)
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$35,725.69	\$0.00	\$900.00	\$34,825.69
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00
REIMBURSED CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Re-hab Debt	\$2,119.89	\$0.00	\$0.00	\$2,119.89
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00
General Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid Streets - Construction (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Project PW	\$123,615.31	\$0.00	\$0.00	\$123,615.31
Water	\$14,218.86	\$0.00	\$1,497.67	\$12,721.19
Sewer	\$133,198.47	\$0.00	\$18,714.75	\$114,483.72
Transit System	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00
Water Meter Upgrade Fees	\$43,943.32	\$0.00	\$0.00	\$43,943.32
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$665,056.14	\$5,182.44	\$53,702.72	\$616,535.86

Disbursements Register

Fund Name: All Funds

Date Range: 06/08/2021 To 07/08/2021

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
06/10/2021	Payroll Period Ending 06/05/2021	31443	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,386.23
	Total For Check	31443					\$ 1,386.23
06/10/2021	Payroll Period Ending 06/05/2021	31444	Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 272.35
	Total For Check	31444					\$ 272.35
06/10/2021	Payroll Period Ending 05/31/2021	31445	Maintenance - Jim Rydeen	N	Parks	100-45207-100-	\$ 1,995.05
	Total For Check	31445					\$ 1,995.05
06/10/2021	PERA	EFT061021A*	Personnel Retirement - Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 265.66
	Total For Check	EFT061021A					\$ 265.66
06/10/2021	PERA	EFT061021B*	Personnel Retirement - Rydeen	N	Parks	100-45207-121-	\$ 360.51
	Total For Check	EFT061021B					\$ 360.51
06/10/2021	MN Department of Labor and Industry	EFT061021C*	Building Permit Surcharge - Q1 2021	N	Building Inspections Administration	100-42401-437-	\$ 381.02
	Total For Check	EFT061021C					\$ 381.02
06/13/2021	Joe Cruz & Jennifer Grimm	31446*	Music in the Park - 06/13/2021	N	Recreation	210-45101-440-	\$ 300.00
	Total For Check	31446					\$ 300.00
06/16/2021	IRS - US Treasury	EFT061621A*	Federal Taxes- Q2 2021 - May Payment	N	Clerk - Treasurer	100-41401-100-	\$ 935.49
		EFT061621A*				100-41401-100-	\$ 841.16
		EFT061621A*				100-41401-100-	\$ 196.72
	Total For Check	EFT061621A					\$ 1,973.37
06/24/2021	Payroll Period Ending 06/24/2021	31447	Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 619.40
	Total For Check	31447					\$ 619.40
06/24/2021	Payroll Period Ending 06/19/2021	31448	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,367.44
	Total For Check	31448					\$ 1,367.44
06/24/2021	PERA	EFT062821A*	Personnel Retirement - Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 261.80
	Total For Check	EFT062821A					\$ 261.80
07/06/2021	Payroll Period Ending 07/03/2021	31449	Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 619.40
	Total For Check	31449					\$ 619.40

Fund Name: All Funds
Regular City Council Meeting - July 13, 2021
Date Range: 06/08/2021 To 07/08/2021

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
07/06/2021	Payroll Period Ending 07/03/2021	31450	Maintenance -Ron Koehnle	N	Parks	100-45207-100-	\$ 1,348.13
	Total For Check	31450					\$ 1,348.13
07/07/2021	SL-serco	31453*	Water Meter Readings - May 2021	N	Water Utility	601-43180-314-	\$ 1,300.00
	Total For Check	31453					\$ 1,300.00
07/07/2021	Metropolitan Council - Env. Service	31454*	Wastewater Service - July 2021	N	Sewer Utility	605-43190-217-	\$ 4,988.17
	Total For Check	31454					\$ 4,988.17
07/07/2021	R Leeves Productions LLC	31455*	Videography - City Council Meetings	N	Cable Eqpmt and Service	100-41950-314-	\$ 96.25
	Total For Check	31455					\$ 96.25
07/07/2021	City of Roseville	31456*	IT Services - June 2021	N	General Government Buildings and Plant	100-41940-320-	\$ 692.70
	Total For Check	31456					\$ 692.70
07/07/2021	White Bear Township	31457*	Contracted Services (Maintenance)	N	Sewer Utility	605-43190-314-	\$ 53.40
	Total For Check	31457					\$ 53.40
07/07/2021	Merrick Inc.	31458*	June Mailer	N	Newsletter	601-41960-350-	\$ 197.67
	Total For Check	31458					\$ 197.67
07/07/2021	AirFresh Industries, Inc.	31459*	Portable Restroom Rental(2) - June 2021	N	Parks	100-45207-314-	\$ 81.25
		31459*				100-45207-314-	\$ 81.25
	Total For Check	31459					\$ 162.50
07/07/2021	TA Schifsky & Sons, Inc.	31460*	Street Maintenance	N	Streets and Road Mntnc	100-43101-314-	\$ 11,340.00
	Total For Check	31460					\$ 11,340.00
07/07/2021	Toshiba Business Solutions	31461*	Printer Maintenance - 06/09/2021 - 07/08/2021	N	Office Operations Supplies	100-41911-314-	\$ 10.62
	Total For Check	31461					\$ 10.62
07/07/2021	Companion Animal Control LLC	31462	Animal Control Services - May 2021	N	Animal Control	100-41916-314-	\$ 80.00
	Total For Check	31462					\$ 80.00

Fund Name: All Funds
 Regular City Council Meeting - July 13, 2021
Date Range: 06/08/2021 To 07/08/2021

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
07/07/2021	Velocity Drain Services, Inc.	31463*	L/S #1 Project. Sewer Line Jetting	N	Unallocated Expenditures	605-49201-430-	\$ 12,800.00
Total For Check 31463							\$ 12,800.00
07/07/2021	Gopher State One Call	31464*	Billable Tickets (31) - June 2021	N	Utility Locates	605-42805-314-	\$ 41.85
Total For Check 31464							\$ 41.85
07/07/2021	City of White Bear Lake	31465*	Fire Services - June 2021	N	Fire	100-42201-314-	\$ 2,445.58
Total For Check 31465							\$ 2,445.58
07/07/2021	Washington County- Property & Tax	31466*	Assessment Fees - 2021	N	Assessing	100-41550-314-	\$ 5.11
Total For Check 31466							\$ 5.11
07/07/2021	Menards - Oakdale	31467*	Parks Supplies	N	Parks	100-45207-400-	\$ 14.98
Total For Check 31467							\$ 14.98
07/07/2021	USS Minnesota One MT LLC	31468*	Energy Charges - May 2021	N	General Government Buildings and Plant	100-41940-380-	\$ 380.03
		31468*			Sewer Utility	605-43190-380-	\$ 688.81
		31468*				605-43190-380-	\$ 142.52
Total For Check 31468							\$ 1,211.36
07/07/2021	TSE, Inc. Work Account	31469*	Janitorial Services - June 2021	N	General Government Buildings and Plant	100-41940-314-	\$ 37.50
Total For Check 31469							\$ 37.50
07/07/2021	Tennis Sanitation, LLC	31470*	Recycling for Service Period: May - June 2021	N	Recycle	100-43300-314-	\$ 2,392.00
Total For Check 31470							\$ 2,392.00
07/07/2021	H.A. Kantrud, P.A.	31471*	Attorney Services - June 2021	N	Legal Services	100-41601-300-	\$ 1,500.00
Total For Check 31471							\$ 1,500.00
07/07/2021	Andy Gonyou	31472*	Reimbursement - Zoom	N	Office Operations Supplies	100-41911-200-	\$ 16.06
Total For Check 31472							\$ 16.06
07/07/2021	Cilek, Tom	31473*	Refund - Utility Bill Overpayment	N	Unallocated Expenditures	100-49201-430-	\$ 66.88
Total For Check 31473							\$ 66.88
07/07/2021	Hart, Jennifer	31474*	Refund - Utility Bill Overpayment	N	Unallocated Expenditures	100-49201-430-	\$ 137.48

Fund Name: All Funds
 Regular City Council Meeting - July 13, 2021
Date Range: 06/08/2021 To 07/08/2021

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	31474				\$ 137.48
07/08/2021	Douglas Danks Design Associates Inc	31475*	City Planner Services - May & June 2021	N	Planning and Zoning	100-41910-300-	\$ 550.00
		Total For Check	31475				\$ 550.00
07/08/2021	Thatcher Engineering, Inc	31476*	City Engineer - Permit Work	N	Engineer Service	100-41650-300-	\$ 595.00
		Total For Check	31476				\$ 595.00
07/08/2021	Amy & Adams	31477*	Music in the Park - 06/20/2021	N	Recreation	210-45101-440-	\$ 300.00
		Total For Check	31477				\$ 300.00
07/08/2021	Legacy Celtic Music, LLC	31478*	Music in the Park - 06/27/2021	N	Recreation	210-45101-440-	\$ 300.00
		Total For Check	31478				\$ 300.00
07/08/2021	Payroll Period Ending 07/03/2021	31479	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,217.25
		Total For Check	31479				\$ 1,217.25
Total For Selected Checks							\$ 53,702.72

Receipts Register

7/8/2021

Fund Name: All Funds

Date Range: 06/08/2021 To 07/08/2021

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/11/2021	Berwald Roofing and Sheet Metal Co.	171735133*	Building Permit	(06/11/2021) -	N	Building Permits	100-32211-	\$ 157.13
								\$ 157.13
06/11/2021	Gladstone's Window and Door	171735135*	Building Permit	(06/11/2021) -	N	Building Permits	100-32211-	\$ 200.63
								\$ 200.63
06/19/2021	Spavin, Derek	171735139*	Kayak/Canoe Permit	(06/19/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
06/19/2021	Hegedus, Jozsef & Noel	171735140*	Kayak/Canoe Permit	(06/19/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
06/19/2021	Gale, Nadja	171735141*	Building Permit	(06/19/2021) -	N	Building Permits	100-32211-	\$ 99.25
								\$ 99.25
06/19/2021	Potter, Corrie & Cassandra	171735142*	Building Permit	(06/19/2021) -	N	Building Permits	100-32211-	\$ 105.25
								\$ 105.25
06/19/2021	Witcher, Loren	171735143*	Permit	(06/19/2021) -	N	Building Permits	100-32211-	\$ 40.42
								\$ 40.42
06/19/2021	Hoffman - Weber Construction, Inc.	171735144*	Permit	(06/19/2021) -	N	Building Permits	100-32211-	\$ 360.25
								\$ 360.25
06/19/2021	Bear Roofing & Exteriors, Inc.	171735145*	Permit	(06/19/2021) -	N	Building Permits	100-32211-	\$ 374.75
								\$ 374.75
06/19/2021	Ramsey/Washington Cable Commission	171735146*	Redistribution Payment - Q1 2021	(06/19/2021) -	N	Refund-Reimbursemnt-Dividend	100-36240-	\$ 320.27
								\$ 320.27

Fund Name: All Funds
 Regular City Council Meeting - July 13, 2021
Date Range: 06/08/2021 To 07/08/2021

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/19/2021	Lay, Tobin	171735147*	Copies	(06/19/2021) -	N	General Governemnt	100-34111-	\$ 1.00
								\$ 1.00
06/19/2021	Huth, Zach	171735148*	Kayak/Canoe Rental	(06/19/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00
								\$ 30.00
06/19/2021	Tacheny Exteriors	171735149*	Permit	(06/19/2021) -	N	Building Permits	100-32211-	\$ 142.64
								\$ 142.64
06/19/2021	Weier, Katherine & Rauscher, Elliot	171735150*	Donation - Bell Tower Project	(06/19/2021) -	N	Contributions and Donations from Private Sources	100-36230-	\$ 100.00
								\$ 100.00
07/07/2021	Cameron Sigecan	171735151*	Bldg Permit	(07/07/2021) -	N	Building Permits	100-32211-	\$ 2,295.00
								\$ 2,295.00
07/07/2021	Watercourse Design PLLC	171735152*	Bldg Permit	(07/07/2021) -	N	Building Permits	100-32211-	\$ 139.00
								\$ 139.00
07/07/2021	Wallace, Rosemary and Brian	171735153*	Canoe/Kayak Permit	(07/07/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 60.00
								\$ 60.00
07/07/2021	Mullan, Julia and Michael	171735154*	Canoe/Kayak permit	(07/07/2021) -	N	Kayak/Canoe Permits	100-32212-	\$ 60.00
								\$ 60.00
07/07/2021	Bear Roofing & Exteriors	171735155*	Bldg Permit	(07/07/2021) -	N	Building Permits	100-32211-	\$ 626.85
								\$ 626.85
07/07/2021	Scott and Brenda Tofte	171735156*	Animal License	(07/07/2021) -	N	Animal Licenses	100-32240-	\$ 10.00
								\$ 10.00
Total for Selected Receipts								\$ 5,182.44

As on 7/8/2021

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	16,500.00	16,500.00
Total Acct 322	0.00	16,500.00	16,500.00
Total Revenues	0.00	16,500.00	16,500.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Recreation			
Community Events	0.00	900.00	(900.00)
Total Acct 451	0.00	900.00	(900.00)
Total Disbursements	0.00	900.00	(900.00)
Other Financing Uses:			
Transfer To Governmental Fund			
Interfund Transfers	0.00	5,000.00	(5,000.00)
Total Acct 493	0.00	5,000.00	(5,000.00)
Total Other Financing Uses	0.00	5,000.00	(5,000.00)
Beginning Cash Balance		24,225.69	
Total Receipts and Other Financing Sources		16,500.00	
Total Disbursements and Other Financing Uses		5,900.00	
Cash Balance as of 07/08/2021		34,825.69	

As on 7/8/2021

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Total Disbursements	0.00	0.00	0.00
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		123,615.31	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 07/08/2021		123,615.31	

As on 7/8/2021

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Water			
Receipts:			
Water Fee	0.00	42,753.34	42,753.34
Penalty - Late Water/Sewer	0.00	499.30	499.30
State and Misc fees	0.00	1,415.53	1,415.53
Total Acct 341	0.00	44,668.17	44,668.17
Delinquent Water/Sewer Fees	0.00	468.51	468.51
Miscellaneous	0.00	5,790.79	5,790.79
Total Acct 361	0.00	6,259.30	6,259.30
Total Revenues	0.00	50,927.47	50,927.47
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Financial Administration			
Contracted Services	0.00	6,213.30	(6,213.30)
Total Acct 415	0.00	6,213.30	(6,213.30)
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	243.26	(243.26)
Newsletter			
Printing and Binding (351 through 359)	0.00	498.87	(498.87)
Total Acct 419	0.00	742.13	(742.13)
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	438.84	(438.84)
Contracted Services	0.00	33,882.05	(33,882.05)
Utility Services: Electric Utilities	0.00	77.41	(77.41)
Fees	0.00	1,720.00	(1,720.00)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	800.00	(800.00)
PROFESSIONAL SERVICES (301 through 319)	0.00	1,041.50	(1,041.50)
Contracted Services	0.00	19,983.56	(19,983.56)
Total Acct 431	0.00	57,943.36	(57,943.36)
MISCELLANEOUS			
Miscellaneous (431 through 499)	0.00	8,181.90	(8,181.90)
Total Acct 490	0.00	8,181.90	(8,181.90)
Total Disbursements	0.00	73,080.69	(73,080.69)
Other Financing Uses:			
Transfer To Enterprise Fund			
Interfund Transfers	0.00	35,000.00	(35,000.00)
Total Acct 493	0.00	35,000.00	(35,000.00)
Total Other Financing Uses	0.00	35,000.00	(35,000.00)
Beginning Cash Balance		69,874.41	
Total Receipts and Other Financing Sources		50,927.47	
Total Disbursements and Other Financing Uses		108,080.69	
Cash Balance as of 07/08/2021		12,721.19	

As on 7/8/2021

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Sewer			
Receipts:			
Penalty - Late Water/Sewer	0.00	365.36	365.36
Sewer Fee	0.00	47,719.03	47,719.03
Total Acct 341	0.00	48,084.39	48,084.39
Delinquent Water/Sewer Fees	0.00	468.51	468.51
Total Acct 361	0.00	468.51	468.51
MISCELLANEOUS REVENUES	0.00	10,821.14	10,821.14
Total Acct 362	0.00	10,821.14	10,821.14
Total Revenues	0.00	59,374.04	59,374.04
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	484.00	(484.00)
Total Acct 414	0.00	484.00	(484.00)
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	243.26	(243.26)
Total Acct 419	0.00	243.26	(243.26)
Utility Locates			
Contracted Services	0.00	256.55	(256.55)
Total Acct 428	0.00	256.55	(256.55)
Sewer Utility			
Sewer - Wastewater Charge	0.00	34,917.19	(34,917.19)
Contracted Services	0.00	21,913.44	(21,913.44)
Utility Services (381 through 389)	0.00	3,845.84	(3,845.84)
Utility Services: Gas Utilities	0.00	334.40	(334.40)
Total Acct 431	0.00	61,010.87	(61,010.87)
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	13,100.00	(13,100.00)
Total Acct 492	0.00	13,100.00	(13,100.00)
Total Disbursements	0.00	75,094.68	(75,094.68)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		130,204.36	
Total Receipts and Other Financing Sources		59,374.04	
Total Disbursements and Other Financing Uses		75,094.68	
Cash Balance as of 07/08/2021		114,483.72	



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Birchwood on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Hugh Alan Kantrud, Attorney
Address: 5171 Hilltop Ave
Lake Elmo, MN 55042
Telephone: 612.743.4242
Email Address: hakantrud@coyotelawyer.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Birchwood on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 191918, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. “Authorized Court Data Services” means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. “Court Data Services” means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. “Court Records” means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. “DCA” shall mean the district courts of the state of Minnesota and their respective staff.

e. “Policies & Notices” means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION 2021-17

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

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF BIRCHWOOD VILLAGE ON BEHALF
OF ITS CITY ATTORNEY**

At a regular meeting of the City Council of the City of Birchwood Village held at Birchwood Village Hall on Tuesday, July 13, 2021, with the following members present: Mayor Mary Wingfield, Council Members Jon Fleck, Justin McCarthy, Mark Foster, and Kevin Woolstencroft, and the following absent: none, the Birchwood Village City Council resolved:

WHEREAS, the City of Birchwood Village on behalf of its Prosecuting Attorney and its law enforcement partner(s) desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Birchwood Village on behalf of its Prosecuting Attorney and law enforcement partner(s), are hereby approved.
3. That H. Alan Kantrud, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Mary Wingfield, the Mayor for the City of Birchwood Village, and Andy Gonyou, the City Clerk/Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Resolution duly seconded and passed this 13th day of July, 2021.

Mary Wingfield, Mayor

Attest:

Andy Gonyou, City Administrator-Clerk

RESOLUTION 2021-16

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

**APPROVING THE APPOINTMENT OF
JOHN LUND AS CITY TREE INSPECTOR,
EFFECTIVE JULY 14, 2021.**

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 14, 2021, 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.

Resolution duly seconded and passed this 13th day of July, 2021.

Attest:

Mary Wingfield, Mayor

Andy Gonyou, City Administrator-Clerk

RESOLUTION 2021-18

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

APPOINTING A NEW TREASURER

At a regular meeting of the City Council of the City of Birchwood Village held in-person at City Hall on Tuesday, July 13, 2021, with the following members present: Mayor Mary Wingfield, Council Members Jon Fleck, Justin McCarthy, Mark Foster, and Kevin Woolstencroft, and the following absent: none, the Birchwood Village City Council resolved:

WHEREAS, the City of Birchwood Village approved the appointment of Mary Cahill as the City's Treasurer at its June 8, 2021 regular City Council meeting and,

WHEREAS, the City Administrator sought and received approval from 3 out of 5 City Councilmembers directly via email correspondence to proceed with completing the hiring process,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Birchwood Village, that the City of Birchwood Village has hired Mary Cahill effective July 1, 2021 to perform the duties of City Treasurer, and will be paid a starting wage of \$8.21 per hour.

Resolution duly seconded and passed this 13th day of July, 2021.

Mary Wingfield, Mayor

Attest:

Andy Gonyou, City Administrator-Clerk

PARKS AND OPEN SPACE CAPITAL IMPROVEMENT PLAN

Drafted by the Birchwood Parks and Natural Resources Committee 2/2019

Amended and adopted by the Birchwood City Council 2021

The purpose of this document is to identify and analyze capital improvements for Birchwood's parks and open spaces.

INTRODUCTION

This document is prepared in conjunction with the Parks and Open Space Inventory and Maintenance Plan. Bullet points indicate possible improvements the city may chose to consider when planning for the long term.

PARKS

Tighe-Schmitz

Tighe-Schmitz Park was originally marsh land. It was filled 60+ years ago and again in the 1980s. The land continues to sink differentially due to the underlying peat soil.

Capital Improvement projects

- A holistic plan should be considered before making substantial improvements. Such plan could include raising the elevation of the existing park areas to create dry ground for users as well as continuing an existing French drain. The playground portion of the park will take first priority in any land alterations.
- The playground equipment manufacturer guarantees their product for 100 years. It was installed in 1996. Additional pieces could be added to address ADA needs.
- The Hockey rink was built in 1997. When it begins to deteriorate beyond repair, the council needs to weigh the long-term viability in light of climate change and consider additional uses for the space.

Bloomquist Park

- Courts: The Tennis/pickleball surface was installed in 2010. The manufacturer warrants the material for 16 years. The product lifespan beyond that time is unknown. The cost of replacement materials is approximately \$40,000. The underlying asphalt is degraded but appears to provide a sufficient base for the foreseeable future. ~~A backboard for tennis play should be considered.~~
- Playground equipment: The playground equipment manufacturer guarantees their product for 100 years. It was installed in 1998. The topography does not lend itself well to being ADA accessible.

- Woodland area: Invasive buckthorn is pervasive. Proper removal technique is imperative—a removal program 15 years ago exacerbated the problem because of regrowth from cuttings. Removal should also include the woodland area behind city hall.

Polly's Park

This park functions as a drainage retention pond and any improvements would need to balance this dual purpose.

- A new, "green" entrance (reducing the current pavement footprint) on the east end could be explored and considered with help from design students.

Wildwood Park

A memorial to former resident Faye Wiget who was an extraordinary gardener was located at the southern end.

- Fresh plantings would be appropriate if the city chooses to re-establish the memorial.
- Evaluate further development of Wildwood Park
- See "Elm Beach" below for water management concerns

Beaches/Lake Easements

Curt Feistner Preserve—This space is unusable in its current state.

- Complete review and makeover.

Ash Beach

- Repair/replace retaining wall. Current life span and replacement costs are unknown.

Birch Beach—nothing anticipated

Elm Beach

- Improve drainage runoff/treatment in a comprehensive approach with assistance from Rice Creek Watershed District

Dellwood Beach—nothing anticipated

Kay Beach—nothing anticipated

TRAILS AND WALKWAYS

From the City's 2040 Comprehensive Plan

One of the City's priorities is the preservation of the natural charm of its existing neighborhoods and the privacy of its citizens. This must be considered in terms of the collective community, and how individual property owners' desires for privacy can be balanced with opportunities to create a more complete trail system. The residents that have the potential to be most negatively affected by improvements within these unimproved right-of-way areas are those that abut easements/rights-of-way and have enjoyed these publicly owned properties as essentially an extension to their private lots. While this is understandable, it must also be noted that these areas were dedicated for public use as road rights-of-

way, and that trails are a far less intense use than what was originally contemplated. Since these areas were set aside for public use, the City intends to plan for, and contemplate how the rights-of-way can serve as trail connections.

The planning process will consider how a trail could be located within the right-of-way area but will also identify and work with adjacent property owners to identify what types of mitigation may be available to protect their privacy even with a public trail located nearby. For example, in areas where there is concern that trail users may venture off the trail, vegetation and landscaping including trees may help serve as a guide to keep users from venturing into private property. Or, for property owners concerned about trail users being able to see into adjacent homes or lots, there may be opportunities to plant more mature conifers along the trail corridor.

Birchwood Village is committed to improving trail access throughout the community because it benefits all of its residents. The City is equally committed to working with affected property owners to identify proper mitigation to help alleviate some of the concerns associated with greater trail access throughout the community.

Lakewood Rearrangement Outlot

- Evaluate creation of new walking trail: Birchwood Av to White Pine Lane

Owl/Birch Pathway

- Overlay asphalt path

OTHER PUBLIC SPACES

Hall's Marsh—There will probably be a need in the future to remove the sediment and pollutants that have been deposited over the last fifty years by the Priebe Lake Outfall Pipe project. This will be an extremely expensive project that will require the assistance of regional and/or state agencies.

ADDITIONAL, ONGOING GOALS:

- Ensure every park and trail has identification signage, access points and addresses ADA needs, when possible
- Create, distribute and post an easy-to-use city map of parks and trails
- Re-survey residents from time to time for additional input
- Continue deer management plan
- Continue to evaluate and create other walking trail opportunities per 2018 Parks survey

CONCLUSION

The city is well positioned to continue to improve its unique and important natural resource assets for years to come. Recurring Dock Association fees are collected and set aside in a "Special Projects" fund for such improvements. The city council will need to prioritize its goals and needs and continue the dialog with its residents to determine the best approach going forward.

TABLE OF PRIORITIZED PROJECTS

Immediate

Deer Management action plan

Bloomquist Park/city hall—remove buckthorn

Wildwood Park—add small play structure(s) for young children

Curt Feistner Reserve—Review July 2021, coordinate with Lake Links improvements?

Birch Beach—clean up brush /stumps (west of dock area)

Jay Path—remove buckthorn along marsh edge (fall 2021)

Birchwood Av/White Pine Lane—clear pathway

Soon

Ash Easement—rebuild retaining wall

Owl/Birch Path—overlay/rebuild pavement

In due time

Tighe-Schmitz: Evaluate playground space and enhance landscape

Polly's Park—enhance entrance, improve habitat

Elm/East Wildwood Park water management improvement

Long term

Hall's Marsh—cleaning/species control/board walk (?)

MEMORANDUM



TO: Birchwood Village City Council
FROM: Andy Gonyou, City Administrator
SUBJECT: Planning Commission Vacancy
DATE: July 9, 2021

Dear Mayor & City Council Members:

Planning Commissioner Jozsef Hegedus has resigned from his position as Planning Commissioner and created a vacancy on the Planning Commission. Commissioner Hegedus' term is set to expire on December 31st, 2021 and requires an appointment to fill the remainder of this term.

The City has received 3 applications for this vacancy, and the applicants' information will follow this memo.

Request/Recommendation

Staff requests Council consider each applicant for appointment to fill the remainder of former Planning Commissioner Jozsef Hegedus' term which is set to expire December 31st, 2021.

Thank you,
Andy Gonyou
City Administrator - Clerk

Joe Evans

Josephevans84@gmail.com | C: 651.353.8164 | 545 Wildwood Ave, Birchwood, MN 55110

Profile Summary

Detail-oriented and analytical risk management professional looking to join the Birchwood Village Planning Commission. With a strong background in economics and risk management, I believe I can provide support and add value to the city's Planning Commission by applying my work experience and technical expertise. My team facilitates enterprise-wide policy and standards for the use of statistical models, and we ensure compliance with the model risk management program. In addition to managing day-to-day operations, we also facilitate monthly stakeholder meetings and quarterly steering committee meetings to report on the status and risk of new projects which impact the business. As a longtime resident of White Bear Lake and as a new resident to Birchwood Village, I would be honored to serve in this capacity. Though I have not served on a Planning Commission before, I would enjoy becoming intimately familiar with the City Code and Ordinances, work with developers, engineers, and other City Officials to ensure development remains within the vision of the City of Birchwood. I very much appreciate your time.

Professional Experience

U.S. Bank

Minneapolis, MN

Quantitative Analyst, Model Risk Governance

June 2016 – Present

- ✓ Successfully manage Marketing, Fraud, and Fair and Responsible Banking statistical models throughout the model lifecycle. This requires gathering and reviewing complex model information, assessing and assigning risk, obtaining management approval, and relaying information to stakeholders.
- ✓ Inform and advise appropriate stakeholders on Model Risk Governance policy requirements and standards. This requires asking tough questions and being firm on enforcing program requirements.
- ✓ Able to identify, analyze, and resolve complex and ambiguous problems and situations.
- ✓ Thrive in the fast-paced and diverse Governance environment; strong desire to understand complex circumstances and understand all perspectives.
- ✓ Contribute to policy and standards updates.
- ✓ Engage with internal auditors and federal government officials (OCC and Federal Reserve Board).

EPIEN Medical, Inc.

White Bear Lake, MN

Accounting Associate

May 2010 – June 2016

- ✓ Supported creation of financial statements, financial models, business forecasts, and management presentations.
- ✓ Effectively maintained accounting system's data integrity. Updated accounting and operational procedures.
- ✓ Identified, analyzed, and resolved accounting/business discrepancies; escalated to management when necessary.

Education

Saint Cloud State University

Saint Cloud, MN

Master of Science, Applied Economics

(Expected Summer 2021)

University of Minnesota, Twin Cities

Minneapolis, MN

Bachelor of Arts, Economics

Obtained Spring 2014

I would like to throw my name in the hat to become a member of the planning commission. Here is some personal background.

I grew up in White Bear Lake in the Sunrise Park neighborhood and attended Bellaire Elementary, Sunrise Junior High, and Mariner High School. I come from a large family that has a long history of community involvement and political activism. For example, I have been active in community volunteering through coaching baseball, softball, hockey, and basketball for my siblings and my children.

I married my high school sweetheart, Julie, and we lived in St. Paul for a few years. In 1994 we were lucky enough to be able to purchase our current house at 509 Lake Ave. It was made even better because when I was young, I had hung out at the neighbors' house swimming and boating with Guy and Maryetta Coursolle's sons, Todd and Joe. Julie and I raised our three children in Birchwood: Tori, Will, and Grayson. Here is a brief professional background.

After high school, I received degrees from Lakewood Community College (A.A. in Vocal Performance), St. Cloud State University (B.A. in Economics), UW River Falls (M.A.T. in U.S. History), and St. Mary's University (Ed.D. in Educational Leadership). Upon earning my Economics degree, I spent a few years selling investment accounts at Midwest Federal, then went back to school to get licensed to teach. I have been an educator for 32 years, predominately in White Bear Lake Area Schools.

Most of my time at White Bear Lake Area Schools has been spent teaching U.S. Government, Civics, Economics, and serving as a Work Experience Coordinator, as well as coaching baseball and starting the Girls' Varsity Hockey program. Last year, I went back into the classroom teaching Economics and U.S. Government as well as again being a Work Experience Coordinator after being on leave from my teaching duties for eight years.

For the previous eight years I was on leave while holding the position of President of the White Bear Lake Teachers' Association. During this time I obtained a certification in human resources and became a Society for Human Resources Certified Professional (SHRM-CP). In my position as WBLTA President, I ran an organization of 550-600+ members, facilitated a 20-person leadership team, led approximately 40 building stewards, and managed an annual budget of about \$650,000. I actively participated in state politics through my leadership positions in Education Minnesota and my association with the St. Paul Regional Labor Federation.

Please let me know if you need any further information.

Michael G. McKenzie, Ed.D.

From: [Paul Edwards](#)
To: [BVInfoEmail](#)
Subject: Planning Commission - Cover Letter, Experience/Qualifications
Date: Monday, April 5, 2021 2:03:42 PM
Attachments: [Paul_Experience.pdf](#)

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

Mr. Gonyou,

I was excited to read of the opportunity in the White Bear Press about the Planning Commission opening. I've had a long standing interest in community service and land/housing development and in fact in college, I wrote a graduate paper on the savings and loan crisis and its impact on the real estate market and the broader implications to society.

You'll see from my qualifications that I have considerable experience in managing projects in heavily regulated industries. I'm a quick study and pride myself in the ability to articulate ideas and concepts in a collaborative manner, working with team members in ways that draw out individuals strengths thereby maximizing outcomes and elevating team member morale.

I'm no stranger to leadership and from a young age I have had the opportunity to measure my skill set relative to goals and missions. As a USMC Officer I oversaw the training and welfare of an infantry platoon of 39 Marines. That led to promotions to Company Executive Officer and to Light Armored Vehicle Platoon Commander. Each with intensified demands in leadership, scheduling, training and oversight.

My post graduate school career on Wall Street has provided the opportunity to deepen my knowledge in countless industries while facilitating equity capital raising, consulting with clients on portfolio construction and overseeing asset management in my own hedge fund.

I leveraged my skill set after the housing crisis founding a home building company and purchasing distressed assets from banks/financial institutions which I subsequently developed. Years in the homebuilding industry have provided familiarization with regulation, process, construction, and skills necessary to successfully develop a single family product in today's diversified communities.

I feel strongly about community service and believe it's my obligation to give back. I have a long history of donating time to the church, sporting teams, low income households and the community at large. Having recently retired from the Royal Bank of Canada I am excited to seek out areas where I can continue to give back and best harness the skills I have developed.

Respectfully submitted,

Paul Edwards

Regular City Council Meeting - July 13, 2021

651-583-4479

Experience/Qualifications attached

Meridian Homes

Started a Limited Liability Corp (LLC) and targeted the acquisition of non performing assets post the housing crisis. This initiative resulted in vetting several opportunities and successfully negotiating and purchasing land from out of state banks/financial institutions. As President Meridian Homes I oversaw site development, plan development, material procurement, labor, scheduling, financing and various other management responsibilities in conjunction with building single family homes in Bayport, MN. I also oversaw company marketing, brand positioning and client consultation throughout the building process. I've worked with City Officials with respect to home plan development, application and permitting; I've also coordinated utility providers and the inspection process.

Investment Banker

Advised client companies seeking access to growth capital via equity capital markets. Oversaw the research process for each offering and capital raise. Successfully completed countless offerings raising millions of dollars of growth capital for client companies operating in the technology, financial, health care, home building/supplying and consumer end markets. Acted as liaison between distribution and client management teams. Provided education and forecasts.

Institutional Equity Sales

Consultant to client customers seeking investment in various publicly traded growth companies in a broad spectrum of industries. Client customers include: hedge funds, mutual funds, pension managers and accredited investors.

Hedge Fund Manager

Oversaw investment selection/portfolio management/risk management and capital deployment for \$20m equity fund seeking exposure to various consumer discretionary end markets.

Resurrection Lutheran Church

Oversaw Phase 1 new construction of a roughly 5000 square foot Church in Woodbury, MN. Worked with City Officials on site and plan development. Worked with architects in developing a comprehensive plan that included several phases to a building process that would be constructed over several years. Oversaw phase one construction of the church that included, sanctuary, office, class rooms and common area spaces. Lead two successful campaigns raising funds necessary for each phase of the project.

Captain - USMC

Responsible for training, education and management of Marines serving in my unit. As Executive Officer I oversaw the following departments: administration, motor transport, intel, weapons, food service. Oversaw maintenance program for Light Armored Vehicles including maintenance schedule, service, budgeting and equipment procurement. Oversaw Marines extensive training throughout the United States, Okinawa, Japan, Thailand and Central America.

Contractor Experience

Personally I have built three single family homes and oversaw countless improvement projects. I have a long history of working with subcontractors and city building officials.

Community Service

Long history of participating in youth athletics and volunteering time coaching in various sports including girls fast pitch softball, baseball, hockey and football.

Former President Mahtomedi Girls Fast Pitch Association.

Lead Resurrection Lutheran Church Capital Campaign 1 funding its initial building phase; committee member Resurrection Lutheran Church Capital Campaign 2.

Lead USMC fitness training for young Marines volunteering time outside working hours.

Liaison Piper Jaffray Community Service to People Serving People.

Donated \$350,000 single family house to the White Bear Lake Fire Department for training.

Volunteer tax consultant primarily to lower income households.

Proud father of three college educated young adults that have successfully launched their professional careers and families.

MEMORANDUM



TO: Birchwood Village City Council
FROM: Andy Gonyou, City Administrator
SUBJECT: White Bear Lake Conservation District
Vacancy
DATE: July 9, 2021

Dear Mayor & City Council Members:

Due to a recent departure, there is a vacancy on the White Bear Lake Conservation District for which Birchwood Village has the opportunity to appoint a representative.

The City has received 3 applications for this vacancy (Amanda Stanhope, Darren DeYoung, & Michael McKenzie), and the applicants' information will follow this memo (with the exception of Amanda).

Request/Recommendation

Staff requests Council consider each applicant for appointment to fill the vacancy on the White Bear Lake Conservation District.

Thank you,
Andy Gonyou
City Administrator - Clerk

Andy,

As an avid, year-round user of White Bear Lake I am interested in representing Birchwood Village on the White Bear Lake Conservation District. The lake is a tremendous asset to the community--providing natural beauty and an abundance of wonderful activities--and this should be preserved for current and future generations.

Past professional experience in the not-for-profit sector (13 years) along with recent and current volunteer roles in the local community will allow me to easily adapt to the Board and Committee structure that governs the White Bear Lake Conservation District.

Darren DeYoung

Andy:

I would like to throw my name in the hat to become a Birchwood Representative to the White Bear Conservation District.

Here is some personal background.

I grew up in White Bear Lake in the Sunrise Park neighborhood and attended Bellaire Elementary, Sunrise Junior High, and Mariner High School. I come from a large family that has a long history of community involvement and political activism. For example, I have been active in community volunteering through coaching baseball, softball, hockey, and basketball for my siblings and my children.

I married my high school sweetheart, Julie, and we lived in St. Paul for a few years. In 1994 we were lucky enough to be able to purchase our current house at 509 Lake Ave. It was made even better because when I was young, I had hung out at the neighbors' house swimming and boating with Guy and Maryetta Coursolle's sons, Todd and Joe.

Julie and I raised our three children in Birchwood: Tori, Will, and Grayson.

Here is a brief professional background.

After high school, I received degrees from Lakewood Community College (A.A. in Vocal Performance), St. Cloud State University (B.A. in Economics), UW River Falls (M.A.T. in U.S. History), and St. Mary's University (Ed.D. in Educational Leadership).

Upon earning my Economics degree, I spent a few years selling investment accounts at Midwest Federal, then went back to school to get licensed to teach. I have been an educator for 32 years, predominately in White Bear Lake Area Schools.

Most of my time at White Bear Lake Area Schools has been spent teaching U.S. Government, Civics, Economics, and serving as a Work Experience Coordinator, as well as coaching baseball and starting the Girls' Varsity Hockey program. Last year, I went back into the classroom teaching Economics and U.S. Government as well as again being a Work Experience Coordinator after being on leave from my teaching duties for eight years.

For the previous eight years I was on leave while holding the position of President of the White Bear Lake Teachers' Association. During this time I obtained a certification in human resources and became a Society for Human Resources Certified Professional (SHRM-CP). In my position as WBLTA President, I ran an organization of 550-600+ members, facilitated a 20-person leadership team, led approximately 40 building stewards, and managed an annual budget of about \$650,000. I actively participated in state politics through my leadership positions in Education Minnesota and my association with the St. Paul Regional Labor Federation.

Please let me know if you need any further information.

Michael G. McKenzie, Ed.D.

MEMORANDUM



TO: Birchwood Village City Council
FROM: Andy Gonyou, City Administrator
SUBJECT: City Slogan Ideas
DATE: July 9, 2021

Dear Mayor & Council Members,

Previously the City Council requested that members of the Birchwood Village community submit their ideas for a new City Slogan.

I did receive some submissions from two residents which will be listed below. Please take the time to consider these options for potential adoption as the City's official motto.

Submissions from Lisa Rietveld:

- a. Be Birchwood
- b. Be here in Birchwood
- c. Better in the Village, Birchwood Village
- d. We are Birchwood
- e. Live your Best Life in Birchwood
- f. Beautiful Birchwood
- g. Better in Birchwood
- h. Brighter in Birchwood

Submissions from Loren Witcher:

1. Take a walk on the Wildwood side.
2. St. Paul's best kept secret. Shhh...
3. Northwoods vibe on St. Paul's North East side.
4. If you need us, we're at the lake.
5. Home of the legendary annual 4th of July Parade.
6. Town of 4 beaches.

7. Scenic, tranquil, and a little quirky.
8. You probably never even knew we were here.
9. Now this is the life.
10. Nice to meetcha.
11. It's a good one.
12. It's a real treat.
13. The jewel of Whit Bear Lake.

Thank you,
Andy Gonyou
City Administrator-Clerk

MEMORANDUM



TO: Birchwood Village City Council
FROM: Justin McCarthy, Councilmember
SUBJECT: Wildwood Park
DATE: June 23, 2021

Dear Council Members,

During the recent workshop in May, the Council discussed putting some playground equipment within Wildwood park. The Council indicated that Councilmembers should provide some proposed equipment ideas for the July meeting.

In discussing this with residents, and in researching this online, playground equipment is extremely expensive. Rather than going with inexpensive equipment, I have talked with local residents who are interested in increasing the amount spent by applying for grants and also doing fundraising to increase the amount of money over and above what the City would offer.

I would like to discuss creating a task force to fundraise, apply for grants, and to choose the equipment. Due to the narrow size of the area and the usage for the parade, the equipment will have to be chosen carefully. This will give residents a chance to weigh in and contribute. I would think a well-defined task such as this would be appropriate for a task force to get help from residents.

Furthermore, I suggest that the City Council designate an amount of funding that we are willing to provide so that the task force can come up with a plan.

Thank you,
Justin McCarthy
Councilmember

P.S.

Councilmembers, please note that Mayor Wingfield also provided playground equipment ideas that she sourced which may be found here: <https://www.rehabmart.com/product/spring-riders-22322.html>.

Thank you,
Andy Gonyou
City Administrator - Clerk



We took everything we learned from inventing the modern outdoor obstacle course and condensed into a compact playful fitness experience for ages 5-12. The Stadium features 10 exciting challenges in less than 1,200 square feet.

Downloads
SketchUp File

Features and Benefits:

- 10 Unique Challenges in 1,200 square feet
- Challenges for Beginner, intermediate and advanced + accessible elements
- Multiple ways to complete each component and endless paths of travel through the entire system

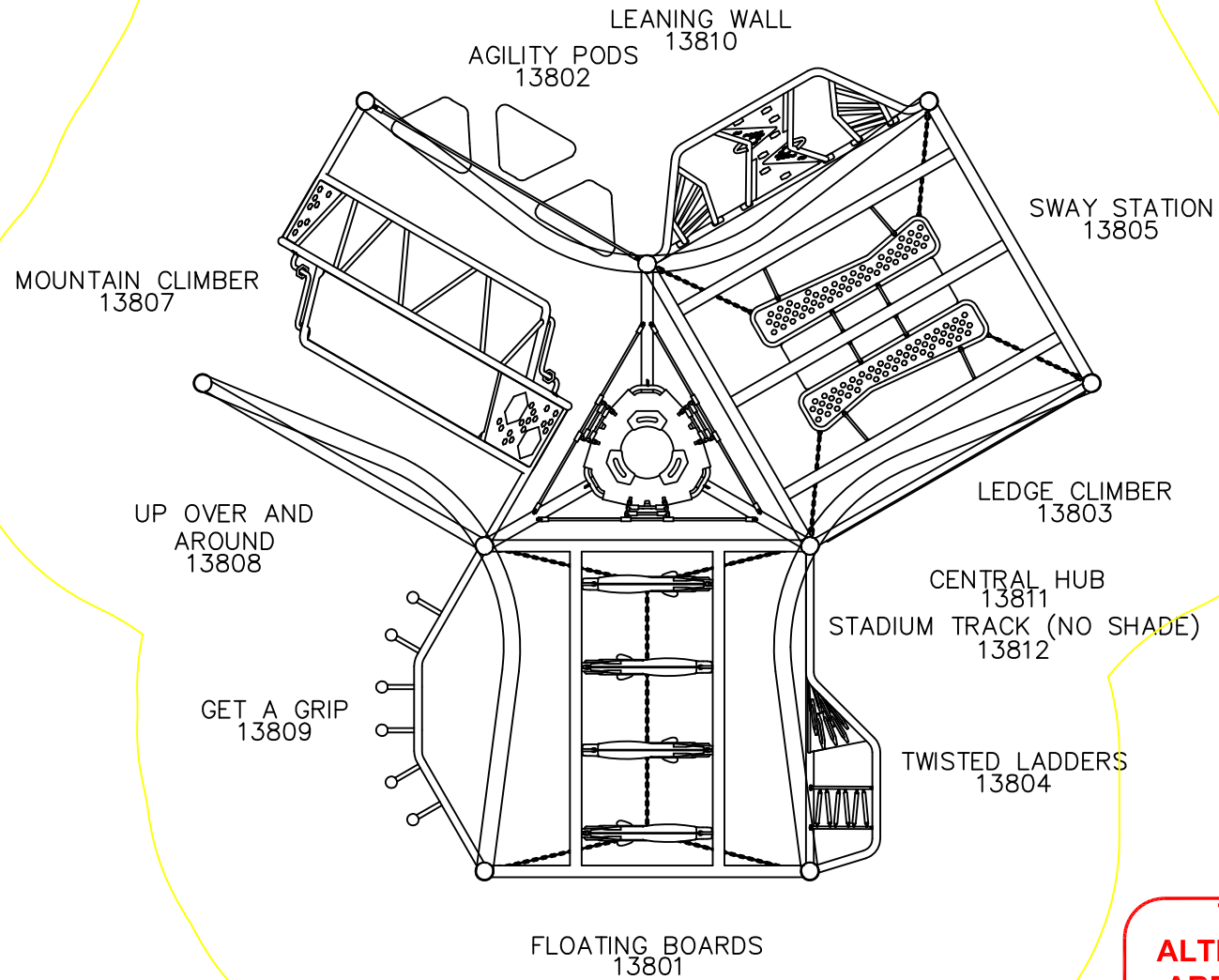
Model: CC21000
Use Zone: 32'-4" X 34'-9"
Fall Height: 8'
Age Group: 5 to 12 Years
Number of Children: 45-50

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



34'-9"

32'-4"



THIS DRAWING CANNOT BE ALTERED IN ANY WAY. IF CHANGES ARE REQUIRED PLEASE CONTACT YOUR GAMETIME REPRESENTATIVE @ 1-800-235-2440.

MEMORANDUM



TO: Birchwood Village City Council
FROM: Mary Wingfield, Mayor
SUBJECT: Park Signage
DATE: July 8, 2021

Dear Council Members,

Attached are three proposed signs for Bloomquist, Tighe-Schmitz, & Wildwood park.

The total cost for the three markers including Design, Fabrication and Shipping comes to \$16,407 with installation or \$14,607 if we/the city will handle installation. The grant is for \$10,000 so the city would be looking at the difference.

The signs would be of a high pressure laminate - the material identified by the Minnesota Historical Society with the longest lifespan (10+ years) besides cast iron which won't show the photos, etc. as nicely.

Each sign is 36"x48", vertical signs.

Thank you,
Mary Wingfield
Mayor

The School That Never Was

Today's Bloomquist Park was once designated as school land and owned by School District #78 which encompassed the same boundaries as the Village of Birchwood. The property was officially turned over to the Village of Birchwood in 1951, but the land had been approved to be developed as a playground more than a decade earlier. School District #78 was merged with Ramsey County districts from White Bear Lake, Vadnais Heights and White Bear Township and Washington County District 44 at Oneka in 1952 and reorganized with those districts in 1957 to become Independent School District 624.

Over the years the park has offered recreational facilities including a baseball diamond, tennis and pickleball courts and a playground area for families to enjoy.



Photos: Above, Al Bloomquist in his constable uniform. Right, Bloomquist with his school bus.



Al Bloomquist Served

The park is named in honor of Al Bloomquist who served as village constable for twenty-four years and as the school bus driver for the village school children for nineteen. Through his position as constable he also filled many other roles including building inspector, weed inspector and deputy health inspector.

This marker was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions, or recommendations expressed in this [exhibit, publication, website, brochure, etc.] are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society or the Minnesota Historic Resources Advisory Committee.



Village Park Becomes Tighe-Schmitz Park



The land now known as Tighe-Schmitz Park was donated to the village in 1923 for the purposes of a community park and was known for more than fifty years as simply the “Village Park”. Upon its transfer, the donors stipulated that the land would be used solely for park purposes or revert back to the donors or their heirs and that no buildings or large trees should be erected or allowed to grow that would block the view of the lake.

On July 4, 1976, the park was dedicated as Tighe-Schmitz Park in honor of long-time community volunteers Lucy Tighe and Clara Schmitz. The views from the park may have changed, but its purpose has remained the same - to serve as a community gathering space. Amenities over the years have included two skating rinks - one for hockey and one for pleasure skating - a warming house, soccer and football fields, basketball and volleyball courts, picnic areas and a playground.



Lucy Tighe and Clara Schmitz Kept the Village on Track

Lucy Tighe and Clara Schmitz were devoted public servants. Tighe was elected to the village council in 1943 as the first woman to hold that position and the first to serve as its president or mayor. The election to determine who served as president for that year resulted in a tie and was ultimately decided by a coin toss. Tighe served until 1947 when she chose to step down from that role. She continued to serve the community as the village assessor for nearly twenty years.



Photos: Above, Lucy Tighe
Right, Clara Schmitz

During that same time Clara Schmitz served as the village treasurer. The two are remembered for the keeping the village on track during a time of tremendous growth and change.



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A Tale of Two Wildwood Parks

As early as the 1890s the southeastern shore of White Bear Lake began to develop as an amusement area. By 1900 the Twin City Rapid Transit Company that ran the street railway system across the Twin Cities had acquired the park and invested heavily in its infrastructure with the goal of developing Wildwood Amusement Park to draw riders to the “end of the tracks”. From 1904 to 1932 those tracks extended from the south end of the lake around it’s western shore toward the Village of White Bear by way of Birchwood Village. Stops throughout Birchwood were popular with commuters heading into St. Paul or visitors coming out to enjoy a day at the lake.



Fourth of July Favorite

Wildwood Park and the streetcar line had a significant impact on the development of the Village of Birchwood by providing easy access to St. Paul and Minneapolis. The narrow strip that forms the city park known as Wildwood Park takes its name from the larger amusement park and avenue that once led to its boundaries. Today’s Wildwood Park serves as the end of the annual Fourth of July parade route where neighbors gather for games and fun.

This marker was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions, or recommendations expressed in this [exhibit, publication, website, brochure, etc.] are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society or the Minnesota Historic Resources Advisory Committee.



Photos: Top, Wildwood Amusement Park sat at Birchwood’s southeast boundary for more than four decades. Bottom, Community members of all ages enjoy the water balloon toss on the 4th of July celebrations.



MEMORANDUM



TO: Birchwood Village City Council
FROM: Justin McCarthy, Councilmember
SUBJECT: Movie Night in the Park
DATE: July 5, 2021

Dear Council Members,

While events such as the 4th of July parade are a great way for the entire community to get together, there are still other opportunities to bring citizens together. I am bringing to the Council an idea proposed to me by Julie McKenzie and separately by Kathy Weier that we explore the idea of Movie Night in the Park where residents could come together and watch a free film in the park.

We propose renting a projector, screen, and sound system and purchase a license to show a movie in one of our parks during a weekend (Friday night or Saturday night). We could do it in Tighe-Schmitz (the hockey rink) or other areas (e.g., the parking lot of City Hall). We would recommend a family friendly movie with a G or PG rating. We could also explore options for providing popcorn.

We would estimate the cost for the event to be as follows:

1. Screen, Projector, Sound System (\$80.00 from White Bear Rental)
2. Movie License Rights (\$250-\$400 from www.swank.com) (prices vary by date and movie, among other factors)
3. Popcorn machine rental \$ 39.00 from White Bear Rental)
4. Popcorn seeds (50lb bag \$35.00 + shipping)
5. Popcorn bags (200 – Amazon.com \$24.00 ([Amazon.com: Stock Your Home Kraft Popcorn Bags \(100 Pack\) - Vintage Striped Popcorn Containers - Eco friendly Disposable Popcorn Bags - Recyclable Popcorn Bags For Movie Night, Theaters, Parties, Concession Stands: Home Improvement](https://www.amazon.com/dp/B078888888)))
6. Popcorn salt = \$6.00 (Amazon)

We would not need staff time so long as we have a power source for the projector and popcorn machine.

Total estimated cost = \$184.00 + movie license (\$250-\$400) = \$430 - \$584.00.

We would also likely need to exempt such an event from our noise ordinances as such an event would be after dark.

Additionally, it may be desirable to host this in conjunction with our centennial celebrations.

Thank you,
Justin McCarthy
Councilmember

RESOLUTION 2021-19

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

RESOLUTION AUTHORIZING MOVIE NIGHT IN THE PARK

At a regular meeting of the City Council of the City of Birchwood Village held in-person at City Hall on Tuesday, July 13, 2021, with the following members present: Mayor Mary Wingfield, Council Members Jon Fleck, Justin McCarthy, Mark Foster, and Kevin Woolstencroft, and the following absent: none, the Birchwood Village City Council resolved:

WHEREAS, the City of Birchwood Village recognizes the value of events that bring the community together and foster an attitude of togetherness, and

WHEREAS, the City believes that setting up a Movie Night in the Park would be one such event.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that up to \$600.00 is hereby allocated for the purposes of setting up a movie night in the park, with the exact weekend date and movie TBD.

NOW THEREFORE BE IT ALSO RESOLVED, by the City Council of the City of Birchwood Village that the Movie Night in the Park event is exempt from Birchwood Ordinance §616 related to excessive noise.

Resolution duly seconded and passed this 13th day of July, 2021.

Mary Wingfield, Mayor

Attest:

Andy Gonyou, City Administrator-Clerk

MEMORANDUM



TO: Birchwood Village City Council
FROM: Justin McCarthy, Councilmember
SUBJECT: Wildwood & Iris Intersection
DATE: June 21, 2021

Dear Council Members,

We previously discussed the intersection of Wildwood and Iris in a previous meeting. I have attached pictures heading from Iris to Wildwood at the stop sign. As you can appreciate from the photos, there are significant visibility issues at this intersection as there are limited lines of site from both the right and left sides.

I would propose a three way stop sign. This slows down traffic on both Wildwood and Iris, while at the same time making the intersection safer. One proposal was a three-way yield sign, but I am not sure that drivers would know how to handle such an intersection as such an intersection is not very common.





Thank you,
Justin McCarthy
Councilmember

RESOLUTION 2021-20

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

**RESOLUTION ESTABLISHING A THREE-WAY STOP AT THE
INTERSECTION OF IRIS STREET AND WILDWOOD AVENUE**

At a regular meeting of the City Council of the City of Birchwood Village held in-person at City Hall on Tuesday, July 13, 2021, with the following members present: Mayor Mary Wingfield, Council Members Jon Fleck, Justin McCarthy, Mark Foster, and Kevin Woolstencroft, and the following absent: none, the Birchwood Village City Council resolved:

WHEREAS, the City of Birchwood Village is constantly re-evaluating methods and ways of making our streets safer for motorized vehicles, unmotorized vehicles, and pedestrians, and

WHEREAS, the City has identified that the intersection of Iris Street and Wildwood Avenue has limited sightlines due to the topography of the area.

WHEREAS, the City has found that a three-way stop sign would improve safety at this intersection by allowing traffic on Iris to better evaluate whether the intersection is safe to enter by also stopping traffic on Wildwood.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that the City of Birchwood Village hereby directs the City Administrator to procure and have placed stop signs on both directions of Wildwood Avenue to form a three way stop.

NOW THEREFORE BE IT ALSO RESOLVED, by the City Council of the City of Birchwood Village hereby directs the City Administrator to procure “three way” signs for placement directly below the “STOP” signs to inform drivers that all directions have a stop sign.

Resolution duly seconded and passed this 13th day of July, 2021.

Mary Wingfield, Mayor

Attest:

Andy Gonyou, City Administrator-Clerk

MEMORANDUM



TO: Birchwood Village City Council
FROM: Justin McCarthy, Councilmember
SUBJECT: Rain Garden Maintenance Ordinance
Update
DATE: July 8, 2021

Dear Council Members,

At the last meeting, we discussed a separate ordinance for maintenance of rain gardens and bioswales. The concern is that these rain gardens and bioswales need maintenance to maintain their ability to deal with stormwater runoff. Over time, if not maintained properly, the rain gardens and bioswales may allow for stormwater runoff to become a problem for neighbors or the City. This may defeat the purpose of granting a variance for impervious surface coverage.

During the discussion it was decided that instead of passing a new code section, that we should consider incorporating this within our existing code sections that deal with variances from our impervious surface requirements. I believe that bioswales and rain gardens would be classified as stormwater management structures as the term is used in Birchwood Ordinance 302.050.

Mayor Wingfield had asked that Alan and I look into incorporating some of the requirements of the proposed ordinance from the last meeting into our current ordinances dealing with impervious surfaces (e.g., 302.050).

I am still working with Alan on updating the ordinance. I sent Alan a copy of a proposed ordinance in mid-June and he approved. However, upon further review of my proposal, I wanted to make some additional changes before presenting to the Council. These additional changes were motivated by some language in Mahtomedi's code that I had missed in my previous survey of nearby municipalities when I wrote the original proposal. I anticipate having something ready for Council review in August.

Thank you,
Justin McCarthy
Councilmember

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

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

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

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

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

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

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

Family—any of the following definitions shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplemental Report For Birchwood Village Town Hall



Prepared for:

**City of Birchwood Village
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Prepared by:

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Abstract:

This report will provide additional information about the restoration of the windows, manufacture of new storm windows and manufacture of a front entry door. I have separated the repair estimate into sections or tasks so that you can have an idea of the costs of each portion of the repairs so that the costs of some or all of the work is easily determined.

Estimate for window repairs:

Estimates for repairing the windows sashes and jambs have not changed. However, closer inspection on June 20th indicated that the sashes have been cut down approximately 1/2" to 3/4" on each side to fit inside the new jamb liners. It appears unlikely that the original pulleys and other hardware remain, making it difficult to restore the windows to their original function. However, it will be necessary to remove the jamb liners to be certain. When the sashes are removed for repair, I will be able to determine the status of the original hardware and give an estimate for the restoration the sashes to their original function. If restoring the sashes' function is not possible, I will reinstall the restored sashes in the replacement jamb liners.

Repairs for window sashes (unchanged):

14.5 hours labor per window for larger windows at \$75.00 per hour	\$1,087.50	x	4	Total \$4,350.00
10.5 hours labor for smaller window:	\$787.50	x	1	Total \$787.50
Materials for each window unit:	\$57.70	x	5	Total \$287.50
Total for Window restoration of 5 windows:				\$5,425.00

The June 20th inspection also showed that the window openings have been altered, likely to accommodate aluminum screen windows. This included the removal of some trim, addition of wood jamb extensions, and alteration of the sills. Presently there are large gaps in the sills that might have once been covered with trim, but now allow water infiltration. The sills are in poor condition as are the aprons beneath them. Furthermore, the aprons were not fitted/scribed against the log siding, leaving large gaps behind them which allow entry of water and insects. It also appears that regular construction lumber was used for the aprons. The replacement of the some or all of the jamb extensions, sills and aprons might be necessary to ensure a water tight envelope and allow for the proper filling of new storm windows.



Figure 1 This photo shows the poorly fitted window sill and rot.

Close examination of the triangular areas above each window show they

are covered with bead board which appears to be original. Most is in good to fair condition and can be repaired and painted to match the window trim.



It is recommended that the decayed sills, aprons and trim be rebuilt or replaced to prevent water and insect infiltration and the proper fitting of storm windows.

Figure 2 Photo shows the end of a decayed and split window sill and the poorly fit apron under the sill.

Additional costs for all repairs, including window trim and sill repairs as well as repair and painting of the triangular bead board areas above windows:

4.75 hrs per window at \$75.00 per hour	\$356.25	x 4	\$1,425.00
3 hrs for smaller window at \$75.00 per hour`	\$225.00	x 1	\$225.00
Materials for larger window units	\$155.00	x 4	\$620.00
Materials for smaller window unit	\$100.00	x 1	\$100.00
Additional costs for carpentry repairs for 5 windows			\$2,370.00

Estimate for storm windows:

Storm windows will be made with premium, straight and vertical grain douglas fir (4/4 or better) with traditional joinery, including scribed mortise and tenon joints. There will be no wood screws, pocket screws or doweling used to ensure a long life. All will be hand brushed with two coats of premium oil

primer and two coats of premium top coat. All storm windows will be two-light and custom fit to each opening.

\$735 per large storm window	x 4	\$2,940.00
\$350 per smaller storm window (north side)	x 1	\$300.00
Total for 5 storm windows:		\$3,240.00

Estimate for construction of the front entry door:

The front entry door will consist of a traditional mortise and tenon joint frame with rail and stile construction made from select pine. The rail and stile frame will be insulated and sandwiched between cedar tongue and groove siding boards. Ideally the new door will be hung in the existing frame with either active or ornamental strap hinges. The door will be finished to match the existing rim and windows

9.25 hours labor at \$75.00 per hour for construction and finishing	\$693.75
Materials	\$425.00
Hardware	\$125.00
Total for entry door	\$1,243.75

Some additional costs will be added if a new frame, threshold and sill are needed or other repairs are required.