



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
May 14, 2024
6:45 P.M.

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

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

CITY BUSINESS – CONSENT AGENDA

- A. Approve Treasurer's Report* (pp. 3-39)
- B. Approve April 9, 2024 Meeting Minutes* (pp. 40-58)
- C. Approve April 9, 2024 LBAE Meeting Minutes* (pp. 59-60)
- D. Approve April 23, 2024 Special Meeting Minutes* (pp. 61-71)
- E. Approve Endorsing the Constitutional Amendment to Continue Funding Natural Resources* (pp. 72-74)
- F. Approve Recycling Grant Agreement* (pp. 75-113)
- G. Approve \$200 Contribution to WBL Fireworks* (p. 114)
- H. Approve Tree Inspector Agreement* (pp. 115-116)
- I. Approve Using Bolten and Menk for Lead Service Inventory* (pp. 117-119)
- J. Approve Techie Dudes Contract* (pp. 120-129)
- K. Approve Techie Dudes Quote for Firewall* (p. 130)
- L. Approve Insurance Renewal* (pp. 131-154)

CITY BUSINESS

- A. Treasurers Update – Treasurers Mary Cahill and Marsha Olson* (p. 3)
- B. Deer Fencing – Mary Cahill
- C. Road Maintenance Discussion – Marcus Johnson

- a. Review Bids for 2024 Road Work* (pp. 155-156)
 - b. Capital Improvement Plan Review* (pp. 157-163)
 - c. Report of Right of Way Damage at 123 Cedar Ave from Jon Manship
- D. City Planner \$300 Escrow Discussion* (p. 164)
- E. Curb Damage from Snow Removal Discussion* (pp. 165-169)
- F. 143 Wildwood Resident Request* (pp. 170-171)
- a. Retaining Wall at Ash Easement
 - b. Sidewalk to the dock at Ash Easement
- G. Joint Powers Agreement for South Shore Boulevard Trail Management* (pp. 172-175)
- H. Sump Inspection and Cleaning* (pp. 176-178)
- I. Washington County CDBG and HOME Investment Partnership Program* (pp. 179-185)
- J. Emerald Ash Borer Grant* (pp. 186-196)
- K. 131 Wildwood Vacant Property* (p. 197)
- L. 310/312 Wildwood* (p. 198-202)
- M. 232 Cedar Ave* (pp. 203-206)
- N. Ash Path Discussion

ADJOURN

Preliminary Data for Treasurer report

Mary Cahill <Mary.Cahill@cityofbirchwood.com>

Thu 4/25/2024 5:12 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Cc: Marsha Olson <Marsha.Olson@cityofbirchwood.com>

I will be on vacation from May 2-9. We were contacted by the Office of the State Auditor concerning our financial reporting for 2023. Marsha and I worked with the Office of The State Auditor to correct how our CTAS program was classifying accounts. When CTAS was set up initially, several of the accounts were categorized as non-operating accounts and should be operating expense. We made the appropriate changes, so all our reporting is now categorized correctly. Please keep in mind that this is account number changes only, no dollar value changes were made. Both Marsha and I will be at the May 14 council meeting to explain further. Additionally, we inactivated funds that are not used and have zero balances. You'll see only 5 funds on your reports.

Mary Cahill

Treasurer

City of Birchwood Village, MN

email: mary.cahill@cityofbirchwood.com

website: <http://www.cityofbirchwood.com>



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For the Period : 4/10/2024 To 5/7/2024

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$705,903.40	\$16,102.30	\$51,201.81	\$670,803.89	\$0.00	\$46,427.05	\$717,230.94
Special Rev Projects	\$10,823.05	\$12,280.00	\$0.00	\$23,103.05	\$0.00	\$0.00	\$23,103.05
Capital Project PW	\$105,741.49	\$0.00	\$632.00	\$105,109.49	\$0.00	\$632.00	\$105,741.49
Water	\$56,029.71	\$27,668.57	\$31,579.77	\$52,118.51	\$0.00	\$31,524.41	\$83,642.92
Sewer	\$75,680.13	\$26,367.53	\$25,037.68	\$77,009.98	\$0.00	\$25,101.27	\$102,111.25
Total	\$954,177.78	\$82,418.40	\$108,451.26	\$928,144.92	\$0.00	\$103,684.73	\$1,031,829.65

Justin R. McCarthy	City Council/Town Board	Date
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Katherine A Weier	City Council/Town Board	Date
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Margaret Arola Ford	City Council/Town Board, Mayor	Date
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Robert Mark Foster	City Council/Town Board	Date
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Ryan Q Hankins	City Council/Town Board	Date
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Fund Name: All Funds

Date Range: 04/09/2024 To 05/07/2024

<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>
04/09/2024	MN Department of Labor and Industry	EFT040924B*	Building Permit Surcharge - Q1-2024	N	Building Inspections Administration	100-42401-437-	\$ 93.75
	Total For Check	EFT040924B					\$ 93.75
04/09/2024	MN Department of Revenue	EFT040924C*	MN State Tax eFiling - 2024 Q1-March pymt	N	Clerk - Treasurer	100-41401-115-	\$ 432.28
	Total For Check	EFT040924C					\$ 432.28
04/09/2024	IRS - US Treasury	EFT041024A*	Federal Taxes - Q1 2024 -March Payment	N	Clerk - Treasurer	100-41401-100-	\$ 1,188.88
		EFT041024A*				100-41401-100-	\$ 278.04
		EFT041024A*				100-41401-100-	\$ 382.87
	Total For Check	EFT041024A					\$ 1,849.79
04/11/2024	Payroll Period Ending 04/11/2024	32902	Office PR 3/24 - 4/6/24	N	Clerk - Treasurer	100-41401-100-	\$ 1,076.11
	Total For Check	32902					\$ 1,076.11
04/11/2024	Payroll Period Ending 04/11/2024	32903	Office PR 3/24 - 4/6/24	N	Clerk - Treasurer	100-41401-100-	\$ 123.99
	Total For Check	32903					\$ 123.99
04/11/2024	Payroll Period Ending 04/11/2024	32904	Office PR 3/24 - 4/6/24	N	Clerk - Treasurer	100-41401-100-	\$ 2,112.61
	Total For Check	32904					\$ 2,112.61
04/11/2024	Payroll Period Ending 04/11/2024	32905	Office PR 3/24 - 4/6/24	N	Clerk - Treasurer	100-41401-100-	\$ 380.64
	Total For Check	32905					\$ 380.64
04/11/2024	Payroll Period Ending 04/11/2024	32906	Office PR 3/24 - 4/6/24	N	Parks	100-45207-100-	\$ 259.02
	Total For Check	32906					\$ 259.02
04/18/2024	PERA	EFT04122024-A*	Retirement funds-PR 3/24 thru 4/6/2024, TB, RK, MO, JR	N	Clerk - Treasurer	100-41401-121-	\$ 651.62
		EFT04122024-A*			Parks	100-45207-121-	\$ 43.25
	Total For Check	EFT04122024-A					\$ 694.87
04/25/2024	Payroll Period Ending 04/25/2024	32907	Payroll	N	Clerk - Treasurer	100-41401-100-	\$ 992.56
	Total For Check	32907					\$ 992.56
04/25/2024	Payroll Period Ending 04/25/2024	32908	Payroll	N	Clerk - Treasurer	100-41401-100-	\$ 74.95
	Total For Check	32908					\$ 74.95

Fund Name: All Funds

Date Range: 04/09/2024 To 05/07/2024

<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>
04/25/2024	Payroll Period Ending 04/25/2024	32909	Payroll	N	Clerk - Treasurer	100-41401-100-	\$ 2,112.61
	Total For Check	32909					\$ 2,112.61
04/25/2024	Payroll Period Ending 04/25/2024	32910	Payroll	N	Clerk - Treasurer	100-41401-100-	\$ 290.49
	Total For Check	32910					\$ 290.49
04/25/2024	Payroll Period Ending 04/25/2024	32911	Payroll	N	Parks	100-45207-100-	\$ 434.29
	Total For Check	32911					\$ 434.29
04/28/2024	PERA	eft04292024-A*	Retirement funds-PR 4/7 - 4/20/24, TB, RK, MO, JR	N	Clerk - Treasurer	100-41401-121-	\$ 642.30
		eft04292024-A*			Parks	100-45207-121-	\$ 51.45
	Total For Check	eft04292024-A					\$ 693.75
04/29/2024	BrightView Landscapes, LLC.	32916*	Snow Removal and Salt and Brine 3/26	N	Ice and Snow Removal	100-43125-210-	\$ 3,856.26
		32916*				100-43125-314-	\$ 273.70
	Total For Check	32916					\$ 4,129.96
04/29/2024	BrightView Landscapes, LLC.	32917	Snow Removal and Salt and Brine 3/23	N	Ice and Snow Removal	100-43125-210-	\$ 1,482.84
		32917				100-43125-314-	\$ 532.45
	Total For Check	32917					\$ 2,015.29
04/29/2024	Bolton & Menk, Inc.	32918*	CC Meeting, City Eng Needs, PLOP Study of Halls Marsh, Highland Street Staking	N	General Fund Engineering Expense	100-41925-300-	\$ 3,403.00
	Total For Check	32918					\$ 3,403.00
04/29/2024	Bolton & Menk, Inc.	32919*	Permit Review for 240 Wildwood--Billed Resident	N	General Fund Engineering Expense	100-41925-300-	\$ 79.00
	Total For Check	32919					\$ 79.00
04/29/2024	Bolton & Menk, Inc.	32920*	Capital Improvement Plan--Road Improvement	N	Sewer Engineering Expense	406-49485-300-	\$ 632.00
	Total For Check	32920					\$ 632.00
04/29/2024	Stoltzman, Cris	32921*	Videography - Council Mtg April 9th and 23--6 hrs total	N	Cable Eqpmt and Service	100-41950-314-	\$ 159.00
	Total For Check	32921					\$ 159.00

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04/29/2024	City of White Bear Lake	32922*	Quarterly Water Billing 12/20/2023-3/18/2024	N	Water Utility	601-49415-314-	\$ 28,476.25
	Total For Check	32922					\$ 28,476.25
04/29/2024	City of White Bear Lake Fire	32923*	Fire Srvc -May 2024	N	Fire	100-42201-314-	\$ 3,888.84
	Total For Check	32923					\$ 3,888.84
04/29/2024	City of White Bear Lake Public Work	32924*	May 2024 Monthly Public Safety Facility Fire Services	N	Fire	100-42201-314-	\$ 1,196.42
	Total For Check	32924					\$ 1,196.42
04/29/2024	H.A. Kantrud, P.A.	32925*	Attorney Services -May 2024	N	Legal Services	100-41601-300-	\$ 1,500.00
	Total For Check	32925					\$ 1,500.00
04/29/2024	John Wikstrom	32926*	April Fees	N	General Fund Engineering Expense	100-41925-300-	\$ 1,600.00
	Total For Check	32926					\$ 1,600.00
04/29/2024	Kodiak Power Solutions	32927*	Generator Annual Service, and KPS Maintenance	N	Water Utility	605-49415-314-	\$ 427.50
		32927*				605-49415-314-	\$ 142.50
	Total For Check	32927					\$ 570.00
04/29/2024	League of MN Cities Insurance Trust	32928*	Property/Casualty Coverage Premium	N	City Insurance	100-41945-361-	\$ 12,430.00
	Total For Check	32928					\$ 12,430.00
04/29/2024	LRS Portables, LLC	32929*	April Portable Potty	N	Parks	100-45207-314-	\$ 174.00
	Total For Check	32929					\$ 174.00
04/29/2024	Minutes Solutions	32930*	Meeting Minutes #32504 - Nov 14th Council Meeting. Never Received Bill	N	Cable Eqpmt and Service	100-41950-320-	\$ 235.00
	Total For Check	32930					\$ 235.00
04/29/2024	Merrick Inc.	32931*	Invoice#2352: Q1 mailer--Winter Newsletter	N	Newsletter	601-49435-350-	\$ 188.16
	Total For Check	32931					\$ 188.16
04/29/2024	Metro - INET	32932*	IT Charges--April Tech Support and Domain Renewal	N	General Government Buildings and Plant	100-41940-320-	\$ 501.00
	Total For Check	32932					\$ 501.00

Fund Name: All Funds

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04/29/2024	MENARD'S - OAKDALE	32933*	Maintenance--Grass seed for plow damage of resident yards	N	Lawn Care - Maintenance	100-45208-400-	\$ 49.99
		Total For Check	32933				\$ 49.99
04/29/2024	Rebecca Kellen	32934*	Reimburse for MMCI Training Conference in May for Becky	N	City Training and Development	100-41914-310-	\$ 560.00
		Total For Check	32934				\$ 560.00
04/29/2024	TSE, Inc. Work Account	32935*	Janitorial Services - 4/4 and 4/18	N	General Government Buildings and Plant	100-41940-314-	\$ 29.95
						100-41940-314-	\$ 29.95
		Total For Check	32935				\$ 59.90
04/29/2024	Toshiba America Business Solutions	32936*	April Monthly Usage Allowance	N	Office Operations Supplies	100-41911-314-	\$ 10.62
		Total For Check	32936				\$ 10.62
04/29/2024	Therese Bellinger	32937*	Reimburse for Hydrant Flushing Signs, Office Supply, Stamps, Paper, Microphones for Hall	N	Office Operations Supplies	100-41911-200-	\$ 14.10
						100-41911-200-	\$ 54.45
					Cable Eqpmt and Service	100-41950-230-	\$ 433.97
					Water Utility	601-49415-382-	\$ 104.56
					Postage/Postal Permits	605-49495-322-	\$ 296.14
		Total For Check	32937				\$ 903.22
04/29/2024	USS Minnesota One MT LLC	32938*	Solar Energy Charges - Mar Charges	N	General Government Buildings and Plant	100-41940-380-	\$ 114.16
					Sewer Utility	605-49465-380-	\$ 304.42
						605-49465-380-	\$ 551.77
		Total For Check	32938				\$ 970.35
04/29/2024	Washington County - Property & Tax	32939*	2024 Special Assessment Summary	N	Assessing	100-41550-314-	\$ 60.00
		Total For Check	32939				\$ 60.00
04/29/2024	White Bear Township	32940*	Equipment and PW Charges	N	Sewer Utility	605-49465-314-	\$ 10,495.28
		Total For Check	32940				\$ 10,495.28
04/29/2024	Water Conservation Service Inc.	32941*	Water Main Leak Locates -Jan 2 & 3 Leak Detection Charges on East Cty Line	N	Wtr/Swr Emergency	601-49425-300-	\$ 1,317.84
		Total For Check	32941				\$ 1,317.84

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04/29/2024	Bolton & Menk, Inc.	32942*	Lift Station Grant Coordination	N	Sewer Engineering Expense	605-49485-300-	\$ 714.00
	Total For Check	32942					\$ 714.00
04/29/2024	A T & T Mobility	eft04042024-a*	Wireless for water tower-4/2-5/1	N	Water Utility	601-49415-382-	\$ 53.75
	Total For Check	eft04042024-a					\$ 53.75
04/29/2024	Xcel 2335-4	eft04182024-a*	Electricity 2/21 - 3/21/24	N	Water Utility	601-49415-380-	\$ 1.61
	Total For Check	eft04182024-a					\$ 1.61
04/29/2024	Xcel 4094-1	eft04182024-b*	Gas Service 2/21-3/21 200 Wildwood Lift Station	N	Water Utility	605-49415-380-	\$ 27.69
	Total For Check	eft04182024-b					\$ 27.69
04/29/2024	Xcel 9369-0	eft04182024-c*	407 Lake Lift Station 2/21-3/21	N	Sewer Utility	605-49465-380-	\$ 27.69
	Total For Check	eft04182024-c					\$ 27.69
04/29/2024	Xcel 2307-8	eft04302024-a*	Street Lighting 3/3 -4/2	N	Street Lighting	100-43160-380-	\$ 1,353.64
	Total For Check	eft04302024-a					\$ 1,353.64
04/30/2024	Bolton & Menk, Inc.	32943*	Site Review for 240 Wildwood--Resident Has Been Billed	N	General Fund Engineering Expense	100-41925-300-	\$ 158.00
	Total For Check	32943					\$ 158.00
04/30/2024	Bolton & Menk, Inc.	32944*	Site Review for 117 Wildwood--Resident Has Been Billed	N	General Fund Engineering Expense	100-41925-300-	\$ 79.00
	Total For Check	32944					\$ 79.00
04/30/2024	Bolton & Menk, Inc.	32945*	2023 Lift Station Design Review and Grant Coordination and Admin	N	Sewer Engineering Expense	605-49485-300-	\$ 6,562.50
	Total For Check	32945					\$ 6,562.50
04/30/2024	Cornerstone Land Surveying, Inc.	32946*	Land Survey Ash Path-2023	N	Survey - Public Property	100-43195-314-	\$ 3,740.00
	Total For Check	32946					\$ 3,740.00
04/30/2024	True Blue Construction	32947*	Cancelled Permit Refund--#24-0032, 184 Cedar Street	N	Refund of Overpayment of Permit Fees	100-41991-810-	\$ 228.63
	Total For Check	32947					\$ 228.63

Fund Name: All Funds
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04/30/2024	Therese Bellinger	32948*	Reimbursement for New Microphone Hardware	N	Cable Eqpmt and Service	100-41950-230-	\$ 45.95
		Total For Check	32948				\$ 45.95
05/07/2024	Bolton & Menk, Inc.	32949	General Engineering March 2024	N	General Fund Engineering Expense	100-41925-300-	\$ 474.00
		Total For Check	32949				\$ 474.00
05/07/2024	Companion Animal Control LLC	32950	Animal Control Services -April 24 Retainer Only	N	Animal Control	100-41916-314-	\$ 80.00
		Total For Check	32950				\$ 80.00
05/07/2024	Core & Main	32951	Meter Supplies--Clamp, Conductor Strips	N	Water Utility	601-49415-220-	\$ 257.60
		Total For Check	32951				\$ 257.60
05/07/2024	Gopher State One Call	32952	April 30 Tickets	N	Utility Locates	605-49455-314-	\$ 152.55
		Total For Check	32952				\$ 152.55
05/07/2024	Manship Plumbing & Heating Inc	32953	Sewer/Water-April Retainer, Locates, 4 Hours	N	Water Utility	601-49415-314-	\$ 1,180.00
		Total For Check	32953				\$ 1,180.00
05/07/2024	Metropolitan Council - Env. Service	32954	April Waste Water Services	N	Sewer Utility	605-49465-217-	\$ 5,335.64
		Total For Check	32954				\$ 5,335.64
05/07/2024	Tennis Sanitation, LLC	32955	Recycling for Service Period: Mar -Apr 2024	N	Recycle	100-43300-314-	\$ 3,128.00
		Total For Check	32955				\$ 3,128.00
Total For Selected Checks							\$ 110,827.08

Fund Name: All Funds

Date Range: 04/09/2024 To 05/07/2024

<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>
04/11/2024	Hegedus, Joe	171736071*	Kayak Rack Rental, and Hall Rental	(04/11/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 60.00
						City/Town Hall Rent	100-34101-	\$ 25.00
								\$ 85.00
04/11/2024	Gale, Nadja	171736072*	Outstanding Money Owed Payment--Final and Resolved Per Agreement	(04/11/2024) - ck	N	Building Permits	100-32211-	\$ 1,075.00
								\$ 1,075.00
04/11/2024	Corliss, Karleen	171736073*	Kayak Rack Rental	(04/11/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 60.00
								\$ 60.00
04/11/2024	Arsenault, Art	171736074*	Kayak Rack Rental	(04/11/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 35.00
								\$ 35.00
04/11/2024	Haupt, Mary	171736075*	Kayak Rack Rental	(04/11/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 60.00
								\$ 60.00
04/11/2024	Michalk, Zachary	171736076*	Chicken License	(04/11/2024) - ck	N	Animal Licenses	100-32240-	\$ 30.00
								\$ 30.00
04/11/2024	McKiernan, Mark	171736077*	Kayak Rack Rental	(04/11/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 35.00
								\$ 35.00
04/11/2024	Birchwood Dock Association	171736078*	BDA Boat Slip Payment- 14 slips	(04/11/2024) - ck	N	Dock/Lift Permit Fee	210-32260-	\$ 12,280.00
								\$ 12,280.00
04/11/2024	League of Minnesota Cities	171736079*	Claim Reimbursement for Lift #3--Repair, Less \$250 Deductible	(04/11/2024) - ck	N	Refund-Reimbursemnt-Dividend	605-36240-	\$ 6,416.59
								\$ 6,416.59
04/13/2024	Schifsky Companies	171736085*	Variance Payment for 425 Lake	(04/13/2024) - eft	N	Building Permits Escrow Deposits	100-32211- 100-36245-8	\$ 1,000.00 \$ 3,000.00

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								\$ 4,000.00
04/18/2024	Haupt, Mark	171736081*	Kayak Rack Catchup Pay	(04/18/2024) - eft	N	Kayak/Canoe Permits	100-32212-	\$ 10.00
								\$ 10.00
04/18/2024	William Hullsiek	171736088	Kayak Rack Catchup	(04/18/2024) -	N	Kayak/Canoe Permits	100-32212-	\$ 5.00
								\$ 5.00
04/19/2024	Comcast	171736082*	Rightaway Permit, 1 White Pine Lane	(04/19/2024) - eft	N	Building Permits	100-32211-	\$ 200.00
								\$ 200.00
04/24/2024	Schaffhausen, Mark	171736083*	Kayak Rack Rental Catchup Pay	(04/24/2024) - eft	N	Kayak/Canoe Permits	100-32212-	\$ 15.00
								\$ 15.00
04/29/2024	Pakonen, Michelle	171736056*	Dog License #084 and 083	(04/29/2024) - ck	N	Animal Licenses	100-32240-	\$ 10.00
								\$ 10.00
04/29/2024	Howe, Scott	171736057*	Dog License # 086	(04/29/2024) - ck	N	Animal Licenses	100-32240-	\$ 20.00
								\$ 20.00
04/29/2024	Simning, Elizabeth	171736058*	Vacant Building App Payment--310 & 312 Wildwood	(04/29/2024) - ck	N	General Governemnt	100-34111-	\$ 960.00
								\$ 960.00
04/29/2024	Gray, Robert	171736059*	Outstanding Money Owed Payment-Final and Resolved Per Agreement	(04/29/2024) - ck	N	Building Permits	100-32211-	\$ 429.73
								\$ 429.73
04/29/2024	Sherwood, Greg	171736060*	Outstanding Money Owed Payment-Final and Resolved Per Agreement	(04/29/2024) - ck	N	Building Permits	100-32211-	\$ 1,500.00
								\$ 1,500.00
04/29/2024	Malles, R	171736061*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 5.00
								\$ 5.00

Fund Name: All Funds

Date Range: 04/09/2024 To 05/07/2024

<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>	
04/29/2024	Rietveld, Lisa	171736062*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 10.00	
								\$ 10.00	
04/29/2024	Bergeron, Deborah	171736063*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 10.00	
								\$ 10.00	
04/29/2024	Cummins, Robert	171736064*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 5.00	
								\$ 5.00	
04/29/2024	Johnson, Tyler	171736065*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 5.00	
								\$ 5.00	
04/29/2024	Arsenault, Art	171736066*	Kayak Rack Rental	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 35.00	
								\$ 35.00	
04/29/2024	Lafoy, Randal	171736067*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 5.00	
								\$ 5.00	
04/29/2024	Klimp, Dana	171736068*	***VOID\$10.00***Kayak Rack Catchup Pay	(04/29/2024) - ck	Y	Kayak/Canoe Permits	100-32212-	\$ -	
								\$ -	
04/29/2024	Felt, R	171736069*	Kayak Rack Catchup Pay	(04/29/2024) - ck	N	Kayak/Canoe Permits	100-32212-	\$ 10.00	
								\$ 10.00	
04/29/2024	D&D Service--	171736070*	Escrow Payment--Righaway Permit # 24-0041	(04/29/2024) - ck	N	Escrow Deposits	100-36245-8	\$ 3,000.00	
								\$ 3,000.00	
04/29/2024	Solheim, Emma	171736084*	Kayak Rack Rental	(04/29/2024) - eft	N	Kayak/Canoe Permits	100-32212-	\$ 35.00	
								\$ 35.00	
04/30/2024	4 M Fund	171736086	April 24 interest	(04/30/2024) -	N	Interest Earning	100-36210-	\$ 4,452.57	
								\$ 4,452.57	
04/30/2024	Residents - via St Anthony Village	171736087	Utility Billing Receipts for April 2024	(04/30/2024) -	N	Water Consumption	601-37111-	\$ 11,015.33	
							Water Utility User Fee	601-37112-	\$ 9,445.79
							Water Utility User Fee	601-37112-	\$ 172.25

Fund Name: All Funds

Date Range: 04/09/2024 To 05/07/2024

<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>
						Water Main-break Surcharge	601-37113-	\$ 5,742.16
						Special Water Charges	601-37115-	\$ 422.40
						State Surcharge	601-37116-	\$ 589.14
						Administrative Fee Move/Out	601-37118-	\$ 25.00
						Penalties and Forfeited Discounts	601-37160-	\$ 256.50
						Sewer Consumption	605-37211-	\$ 10,686.50
						Sewer Minimum Charge	605-37212-	\$ 9,088.35
						Penalties and Forfeited Discounts	605-37260-	\$ 176.09
								<hr/>
Total for Selected Receipts								\$ 47,619.51
								<hr/>
								\$ 82,418.40
								<hr/> <hr/>

As on 5/7/2024

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	12,280.00	12,280.00
Total Acct 322	0.00	12,280.00	12,280.00
Total Revenues	0.00	12,280.00	12,280.00
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		10,823.05	
Total Receipts and Other Financing Sources		12,280.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 05/07/2024		23,103.05	

As on 5/7/2024

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Financing Sources:			
Transfer From General Fund	0.00	30,000.00	30,000.00
Total Acct 392	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>
Total Other Financing Sources	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>
Disbursements:			
Sewer Engineering Expense			
PROFESSIONAL SERVICES (301 through 319)	0.00	632.00	(632.00)
Total Acct 494	<u>0.00</u>	<u>632.00</u>	<u>(632.00)</u>
Total Disbursements	<u>0.00</u>	<u>632.00</u>	<u>(632.00)</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Beginning Cash Balance		75,741.49	
Total Receipts and Other Financing Sources		30,000.00	
Total Disbursements and Other Financing Uses		632.00	
Cash Balance as of 05/07/2024		<u>105,109.49</u>	

As on 5/7/2024

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Consumption	0.00	29,555.20	29,555.20
Water Utility User Fee	0.00	20,804.59	20,804.59
Water Main-break Surcharge	0.00	12,895.70	12,895.70
Special Water Charges	0.00	798.49	798.49
State Surcharge	0.00	1,325.08	1,325.08
Administrative Fee Move/Out	0.00	175.00	175.00
Penalties and Forfeited Discounts	0.00	410.07	410.07
Total Acct 371	0.00	65,964.13	65,964.13
Total Revenues	0.00	65,964.13	65,964.13
Other Financing Sources:			
Transfer From General Fund	0.00	6,287.74	6,287.74
Total Acct 392	0.00	6,287.74	6,287.74
Total Other Financing Sources	0.00	6,287.74	6,287.74
Disbursements:			
Financial Administration			
Contracted Services	0.00	3,778.00	(3,778.00)
Total Acct 415	0.00	3,778.00	(3,778.00)
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	719.79	(719.79)
Contracted Services	0.00	54,472.67	(54,472.67)
Utility Services (381 through 389)	0.00	29.06	(29.06)
Utility Services: Water	0.00	344.56	(344.56)
Fees	0.00	903.00	(903.00)
Wtr/Swr Emergency			
PROFESSIONAL SERVICES (301 through 319)	0.00	1,317.84	(1,317.84)
Contracted Services	0.00	29,165.90	(29,165.90)
Newsletter			
Printing and Binding (351 through 359)	0.00	188.16	(188.16)
Total Acct 494	0.00	87,140.98	(87,140.98)
Total Disbursements	0.00	90,918.98	(90,918.98)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		70,785.62	
Total Receipts and Other Financing Sources		72,251.87	
Total Disbursements and Other Financing Uses		90,918.98	
Cash Balance as of 05/07/2024		52,118.51	

As on 5/7/2024

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Refund-Reimbursemt-Dividend	0.00	11,173.27	11,173.27
Total Acct 362	0.00	11,173.27	11,173.27
Sewer Consumption	0.00	24,246.05	24,246.05
Sewer Minimum Charge	0.00	21,576.04	21,576.04
Penalties and Forfeited Discounts	0.00	292.30	292.30
Total Acct 372	0.00	46,114.39	46,114.39
Total Revenues	0.00	57,287.66	57,287.66
Other Financing Sources:			
Transfer From General Fund	0.00	4,580.10	4,580.10
Total Acct 392	0.00	4,580.10	4,580.10
Total Other Financing Sources	0.00	4,580.10	4,580.10
Disbursements:			
Water Utility			
Contracted Services	0.00	570.00	(570.00)
Utility Services (381 through 389)	0.00	27.69	(27.69)
Utility Locates			
Contracted Services	0.00	270.05	(270.05)
Sewer Utility			
Sewer - Wastewater Charge	0.00	31,646.90	(31,646.90)
Contracted Services	0.00	13,497.55	(13,497.55)
Utility Services (381 through 389)	0.00	5,716.98	(5,716.98)
Sewer Engineering Expense			
PROFESSIONAL SERVICES (301 through 319)	0.00	20,063.00	(20,063.00)
Postage/Postal Permits			
Communications: Postage	0.00	296.14	(296.14)
Total Acct 494	0.00	72,088.31	(72,088.31)
Total Disbursements	0.00	72,088.31	(72,088.31)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		87,230.53	
Total Receipts and Other Financing Sources		61,867.76	
Total Disbursements and Other Financing Uses		72,088.31	
Cash Balance as of 05/07/2024		77,009.98	

Activity Summary (35389-101) General Fund

4/1/2024 - 4/30/2024

Investment Pool Summary	4M	4MP
Beginning Balance	\$945,594.66	\$58,527.41
Dividends	\$4,198.11	\$254.46
Purchases	\$75,511.23	\$0.00
Checks Paid	(\$54,072.57)	\$0.00
Other Redemptions	(\$5,641.33)	\$0.00
Ending Balance	\$965,590.10	\$58,781.87
Average Monthly Rate	5.264%	5.290%
Share Price	\$1.000	\$1.000
Total	\$965,590.10	\$58,781.87
Total Fixed Income		\$0.00
Account Total		\$1,024,371.97

Your PMA Representative
Laura Hamacher
(612) 509-2563
lhamacher@pmanetwork.com

City of Birchwood Village
Marsha Olson
207 Birchwood Ave
Birchwood, MN 55110



PMA™

PMA Financial Network
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

Transaction Activity (35389-101) General Fund

4M 4/1/2024 - 4/30/2024

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
2246428	03/28/2024	04/01/2024	US Bank Checks Paid Redemption	(\$3,055.41)	\$0.00	\$1.000	(3,055.410)
2246429	04/01/2024	04/01/2024	US Bank Deposit Package Purchase	\$0.00	\$130.00	\$1.000	130.000
2246430	04/01/2024	04/01/2024	US Bank Deposit Package Purchase	\$0.00	\$561.84	\$1.000	561.840
2246755	04/01/2024	04/01/2024	US Bank ACH Redemption, MN PERA	(\$198.39)	\$0.00	\$1.000	(198.390)
2246756	04/01/2024	04/01/2024	US Bank ACH Redemption, MN PERA	(\$546.62)	\$0.00	\$1.000	(546.620)
2246980	04/01/2024	04/01/2024	US Bank Deposit Package Purchase	\$0.00	\$3,772.38	\$1.000	3,772.380
2247452	04/01/2024	04/01/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$1,021.13)	\$0.00	\$1.000	(1,021.130)
2247453	04/01/2024	04/01/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$81.60	\$1.000	81.600
2247746	04/01/2024	04/02/2024	US Bank Checks Paid Redemption	(\$1,759.02)	\$0.00	\$1.000	(1,759.020)
2249343	04/05/2024	04/05/2024	US Bank Deposit Package Purchase	\$0.00	\$8,422.97	\$1.000	8,422.970
2249751	04/05/2024	04/05/2024	US Bank ACH Purchase, BIRCHWOOD	\$0.00	\$29,665.27	\$1.000	29,665.270
2250489	04/08/2024	04/08/2024	US Bank ACH Purchase, INTELLIPAY	\$0.00	\$457.25	\$1.000	457.250
2250786	04/08/2024	04/09/2024	US Bank Checks Paid Redemption	(\$106.00)	\$0.00	\$1.000	(106.000)
2251579	04/10/2024	04/10/2024	US Bank ACH Redemption, IRS	(\$1,849.79)	\$0.00	\$1.000	(1,849.790)
2251844	04/11/2024	04/11/2024	US Bank Deposit Package Purchase	\$0.00	\$4,065.25	\$1.000	4,065.250
2252148	04/11/2024	04/11/2024	US Bank ACH Redemption, MN DEPT OF REVEN	(\$432.28)	\$0.00	\$1.000	(432.280)
2252149	04/11/2024	04/11/2024	US Bank ACH Redemption, MN Dept of Labor	(\$93.75)	\$0.00	\$1.000	(93.750)
2252418	04/11/2024	04/12/2024	US Bank Checks Paid Redemption	(\$5,986.93)	\$0.00	\$1.000	(5,986.930)
2252419	04/12/2024	04/12/2024	US Bank Deposit Package Purchase	\$0.00	\$1,345.00	\$1.000	1,345.000
2252420	04/12/2024	04/12/2024	US Bank Deposit Package Purchase	\$0.00	\$18,731.59	\$1.000	18,731.590
2253493	04/15/2024	04/15/2024	US Bank ACH Purchase, INTELLIPAY	\$0.00	\$4,000.00	\$1.000	4,000.000
2253793	04/15/2024	04/16/2024	US Bank Checks Paid Redemption	(\$6,100.35)	\$0.00	\$1.000	(6,100.350)
2254304	04/16/2024	04/17/2024	US Bank Checks Paid Redemption	(\$7,214.79)	\$0.00	\$1.000	(7,214.790)
2254305	04/16/2024	04/17/2024	US Bank Checks Paid Redemption	(\$80.00)	\$0.00	\$1.000	(80.000)

2254880	04/17/2024	04/18/2024	US Bank Checks Paid Redemption	(\$19,483.91)	\$0.00	\$1.000	(19,483.910)
2254881	04/17/2024	04/18/2024	US Bank Checks Paid Redemption	(\$708.40)	\$0.00	\$1.000	(708.400)
2255425	04/18/2024	04/19/2024	US Bank Checks Paid Redemption	(\$1,960.80)	\$0.00	\$1.000	(1,960.800)
2255426	04/19/2024	04/19/2024	US Bank Deposit Package Purchase	\$0.00	\$1,259.43	\$1.000	1,259.430
2255825	04/19/2024	04/19/2024	US Bank ACH Redemption, MN PERA	(\$694.87)	\$0.00	\$1.000	(694.870)
2255826	04/19/2024	04/19/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$15.00	\$1.000	15.000
2256095	04/19/2024	04/22/2024	US Bank Checks Paid Redemption	(\$740.05)	\$0.00	\$1.000	(740.050)
2256591	04/22/2024	04/22/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$1.61)	\$0.00	\$1.000	(1.610)
2256592	04/22/2024	04/22/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$27.69)	\$0.00	\$1.000	(27.690)
2256593	04/22/2024	04/22/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$200.00	\$1.000	200.000
10922733	04/22/2024	04/23/2024	Bank ACH Redemption, XCEL ENERGY-MN	(\$27.69)	\$0.00	\$1.000	(27.690)
2257473	04/23/2024	04/24/2024	US Bank Checks Paid Redemption	(\$380.64)	\$0.00	\$1.000	(380.640)
2257474	04/23/2024	04/24/2024	US Bank Checks Paid Redemption	(\$25.00)	\$0.00	\$1.000	(25.000)
2257771	04/24/2024	04/24/2024	US Bank ACH Redemption, ATT	(\$53.75)	\$0.00	\$1.000	(53.750)
2258053	04/24/2024	04/25/2024	US Bank Checks Paid Redemption	(\$89.15)	\$0.00	\$1.000	(89.150)
2258576	04/25/2024	04/26/2024	US Bank Checks Paid Redemption	(\$4,575.17)	\$0.00	\$1.000	(4,575.170)
2258577	04/26/2024	04/26/2024	US Bank Deposit Package Purchase	\$0.00	\$2,753.65	\$1.000	2,753.650
2258902	04/26/2024	04/26/2024	US Bank ACH Purchase, INTELLIPAY	\$0.00	\$15.00	\$1.000	15.000
2259134	04/26/2024	04/29/2024	US Bank Checks Paid Redemption	(\$400.00)	\$0.00	\$1.000	(400.000)
2259609	04/29/2024	04/29/2024	US Bank ACH Redemption, MN PERA	(\$693.76)	\$0.00	\$1.000	(693.760)
2259931	04/29/2024	04/30/2024	US Bank Checks Paid Redemption	(\$1,406.95)	\$0.00	\$1.000	(1,406.950)
2260248	04/30/2024	04/30/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$35.00	\$1.000	35.000
10933564	04/30/2024	04/30/2024	Dividend Reinvest	\$0.00	\$4,198.11	\$1.000	4,198.110
				(\$59,713.90)	\$79,709.34		19,995.440

Beginning Balance: \$945,594.66 | Ending Balance: \$965,590.10

Transaction Activity (35389-101) General Fund

4MP 4/1/2024 - 4/30/2024

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
10933565	04/30/2024	04/30/2024	Dividend Reinvest	\$0.00	\$254.46	\$1.000	254.460
				\$0.00	\$254.46		254.460

Beginning Balance: \$58,527.41 | Ending Balance: \$58,781.87

Current Portfolio

4/30/2024

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV	Face/Par	Market Value
4M				04/30/2024		4M Account Balance	\$965,590.10	5.264%	\$1.000	\$965,590.10	\$965,590.10
4MP				04/30/2024		4MP Account Balance	\$58,781.87	5.290%	\$1.000	\$58,781.87	\$58,781.87
							\$1,024,371.97			\$1,024,371.97	\$1,024,371.97

Time and Dollar Weighted Average Portfolio Yield: n/a

Weighted Average Portfolio Maturity: n/a

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
4M	94.262%	\$965,590.10	4M Account
4MP	5.738%	\$58,781.87	4MP Account

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

4M MONTHLY STATEMENT DISCLAIMER

4M and 4M Plus Activity Summary

This section shows all of the activity in the 4M and 4M Plus shares. The Average Rate represents the average net interest rate over the previous month which is then annualized. Income Summary represents the interest earned for the Month and Fiscal Year to Date.

Information regarding the 4M Fund investment objectives, risks, charges and expenses can be found in the 4M Fund Information Statement, which can be obtained at www.4MFund.com or by calling PMA at the phone number listed.

An investment in 4M and 4M Plus is not insured or guaranteed by the FDIC or any other governmental agency. Although the 4M and 4M Plus seek to maintain a stable value of \$1.00 per share, it is possible to lose money by investing in the 4M and 4M Plus.

Securities and municipal advisory brokerage services (investments purchased with proceeds from a municipal securities issuance), and investments cleared through our clearing firm, Pershing LLC, are offered through PMA Securities, LLC, a broker-dealer and municipal advisor registered with the SEC and MSRB, and a member of FINRA and SIPC. All other products and brokerage services are generally provided by PMA Financial Network, LLC. Thus, certificates of deposit ("CD"), savings deposit accounts ("SDA") and commercial paper ("CP") may be executed through either PMA entity, as applicable, depending on whether the investment was purchased with proceeds derived from municipal securities. PMA Securities, LLC and PMA Financial Network, LLC are operated under common ownership and are affiliated with PMA Asset Management, LLC.

Fixed Rate Investment Activity

This section shows all of the fixed term investments purchased and sold, maturities, interest received, and activity. This will include all CD, SDA, CP, securities and money market funds purchased through PMA Financial Network, LLC or PMA Securities, LLC as applicable. It also shows the approximate market value of each security whose price is obtained from an independent source believed to be reliable. However, PMA cannot guarantee their accuracy. This data is provided for informational purposes only. Listed values should not be interpreted as an offer to buy or sell at a specific price. CD's and CP are listed at their original cost. Redemption of a CD prior to maturity may result in early withdrawal penalties. Market values are based on the last day of the month for which this report date range is ending. If the run date of this report is prior to the end of the current month, the market values are listed as equivalent to the cost values.

Money Market Fund

The Rate shown for the money market fund represents the average net interest rate over the previous month which is then annualized. Information regarding the money market fund's investment objectives, risks, charges and expenses can be found in the money market fund's prospectus, which can be obtained by calling PMA at the phone numbers listed. The performance data featured represents past performance, which is no guarantee of future results. Investment returns will fluctuate. Current performance may be higher or lower than the performance data quoted. Please call PMA for the most recent performance figures.

The performance data featured represents past performance, which is no guarantee of future results. Investment returns will fluctuate. Current performance may be higher or lower than the performance data quoted. Please call PMA for the most recent performance figures.

Additional Disclosures

All funds, and/or securities are located and safe kept in an account under the client's name at their custodial bank. Any certificates of deposit listed are located in the client's name at the respective bank. Any money market fund shares are held directly with the money market fund. It is recommended that any oral communications be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Debt Securities

Some debt securities are subject to redemption prior to maturity. In the event of a partial or whole call of a security, the securities call will be automatically selected on a random basis as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the total holdings. Redemption prior to maturity could affect the yield represented. Additional information is available upon request.

A financial statement of PMA Securities, LLC is available for inspection at its office or a copy will be mailed to you upon written request.

PLEASE ADVISE PMA AND OUR CLEARING FIRM, PERSHING LLC, IMMEDIATELY OF ANY INACCURACY OR DISCREPANCY ON YOUR STATEMENT. FOR A CHANGE OF ADDRESS OR QUESTIONS REGARDING YOUR ACCOUNT, PLEASE NOTIFY YOUR PMA REPRESENTATIVE. ANY ORAL COMMUNICATIONS SHOULD BE RE-CONFIRMED IN WRITING.

How to Contact PMA

Please call (630) 657-6400 or write to us at PMA, 2135 CityGate Lane, 7th Floor, Naperville, Illinois 60563.

How to Contact Pershing, LLC

Please call (201) 413-3330 or write to Pershing, LLC, One Pershing Plaza, Jersey City, New Jersey, 07399

In accordance with FINRA Rule 2267, PMA Securities, LLC is providing the following information in the event you wish to contact FINRA. You may call (301) 590-6500 or write to FINRA at 1735 K Street NW, Washington, D.C. 20006-1500. In addition to the public disclosure number (800) 289-9999, FINRA provides an investor brochure which describes their Public Disclosure Program. Additional information is also available at www.finra.org.

City of Birchwood Village
Bank Reconciliation

US Bank
General Fund #1-801-2001-5920
4/30/2024

Genl Fund 4M #35389-101

US Bank 4M balance	General Fund	\$1,024,371.97
Outstanding Checks	Outstanding Checks	(\$93,076.94)
	Deposit on bank not on 4/M	\$7,457.67
	Deposit on bank not on 4/M	
	Deposit on bank not on 4/M	
	General Fund Checks clrd not on 4M	
Bank Open Items	ACH Refund (timing)	
	Additional UB Deposit	
	Settlement Returns (Jan)	
Genl Ledger Open Items	Xcel (timing)	
	Bergeron Deposit (timing)	
	PERA Bank to CTAS Difference	\$0.01
	Klimp NSF	
		<u>\$938,752.71</u>
	Balance Per Cash Control Statement	<u><u>\$938,752.71</u></u>
	DIFFERENCE	\$0.00

<u>Number</u>	<u>Name</u>
100	General Fund
201	Road and Bridge
203	Other Federal Programs
204	Comp Plan Grant
205	Tree Canopy Care
210	Special Rev Projects
225	Spec Rev - Warm House
226	REIMBURSED CONTRACTED SERVICES
303	Birchwood In Re-hab Bond
305	Sewer Re-hab Debt
400	CAPITAL PROJECT FUNDS (401 through 499)
401	General Capital Projects
406	Capital Project PW
601	Water
605	Sewer
610	Transit System
619	Sewer Infrastructure
620	Water Meter Upgrade Fees
625	American Rescue Act Proceeds
703	Engineering Services

<u>Number</u>	<u>Name</u>
100	General Fund
210	Special Rev Projects
406	Capital Project PW
601	Water
605	Sewer

Date Range : 3/30/2024 To 4/30/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/30/2024	Bolton & Menk, Inc. Period 2/3 thru 3/1	Site Review for 240 Wildwood--Resident Has Been Billed	6955*	\$158.00	100-41925-300-	General Fund Engineering Expense	\$158.00
04/30/2024	Bolton & Menk, Inc. Period 2/3 thru 3/1	Site Review for 117 Wildwood--Resident Has Been Billed	6956*	\$79.00	100-41925-300-	General Fund Engineering Expense	\$79.00
04/30/2024	Bolton & Menk, Inc. Period 2/3 thru 3/1	2023 Lift Station Design Review and Grant Coordination and Admin	6957*	\$6,562.50	605-49485-300-	Sewer Engineering Expense	\$6,562.50
04/30/2024	Cornerstone Land Surveying, Inc.	Land Survey Ash Path-2023	6958*	\$3,740.00	100-43195-314-	Survey - Public Property	\$3,740.00
04/30/2024	True Blue Construction	Cancelled Permit Refund--#24-0032, 184 Cedar Street	6959*	\$228.63	100-41991-810-	Refund of Overpayment of Permit Fees	\$228.63
04/29/2024	Therese Bellinger	Reimbursement for New Microphone Hardware	6960*	\$45.95	100-41950-230-	Cable Eqpmt and Service	\$45.95
Total For Selected Claims				\$10,814.08			\$10,814.08

Date Range : 3/30/2024 To 4/30/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
	Justin R. McCarthy		City Council/Town Board				Date
	Katherine A Weier		City Council/Town Board				Date
	Margaret Arola Ford		City Council/Town Board, Mayor				Date
	Robert Mark Foster		City Council/Town Board				Date
	Ryan Q Hankins		City Council/Town Board				Date

Date Range : 4/29/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/29/2024	BrightView Landscapes, LLC.	Snow Removal and Salt and Brine 3/26	6928*	\$4,129.96			
					100-43125-314-	Ice and Snow Removal	\$273.70
					100-43125-210-	Ice and Snow Removal	\$3,856.26
04/29/2024	BrightView Landscapes, LLC.	Snow Removal and Salt and Brine 3/23	6929	\$2,015.29			
					100-43125-314-	Ice and Snow Removal	\$532.45
					100-43125-210-	Ice and Snow Removal	\$1,482.84
04/29/2024	Bolton & Menk, Inc. Period 3/2 thru 3/29	CC Meeting, City Eng Needs, PLOP Study of Halls Marsh, Highland Street Staking	6930*	\$3,403.00			
					100-41925-300-	General Fund Engineering Expense	\$3,403.00
04/29/2024	Bolton & Menk, Inc. Period 3/2 thru 3/29	Permit Review for 240 Wildwood--Billed Resident	6931*	\$79.00			
					100-41925-300-	General Fund Engineering Expense	\$79.00
04/29/2024	Bolton & Menk, Inc. Period 3/2 thru 3/29	Capital Improvement Plan--Road Improvement	6932*	\$632.00			
					406-49485-300-	Sewer Engineering Expense	\$632.00
04/29/2024	Stoltzman, Cris	Videography - Council Mtg April 9th and 23--6 hrs total	6933*	\$159.00			
					100-41950-314-	Cable Eqpmt and Service	\$159.00
04/29/2024	City of White Bear Lake	Quarterly Water Billing 12/20/2023-3/18/2024	6934*	\$28,476.25			
					601-49415-314-	Water Utility	\$28,476.25
04/29/2024	City of White Bear Lake Fire	Fire Srvc -May 2024	6935*	\$3,888.84			
					100-42201-314-	Fire	\$3,888.84
04/29/2024	City of White Bear Lake Public Work	May 2024 Monthly Public Safety Facility Fire Services	6936*	\$1,196.42			

Date Range : 4/29/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
					100-42201-314-	Fire	\$1,196.42
04/29/2024	H.A. Kantrud, P.A.	Attorney Services -May 2024	6937*	\$1,500.00			
					100-41601-300-	Legal Services	\$1,500.00
04/29/2024	John Wikstrom	April Fees	6938*	\$1,600.00			
					100-41925-300-	General Fund Engineering Expense	\$1,600.00
04/29/2024	Kodiak Power Solutions	Generator Annual Service, and KPS Maintenance	6939*	\$570.00			
					605-49415-314-	Water Utility	\$427.50
					605-49415-314-	Water Utility	\$142.50
04/29/2024	League of MN Cities Insurance Trust	Property/Casualty Coverage Premium	6940*	\$12,430.00			
					100-41945-361-	City Insurance	\$12,430.00
04/29/2024	LRS Portables, LLC	April Portable Potty	6941*	\$174.00			
					100-45207-314-	Parks	\$174.00
04/29/2024	Minutes Solutions	Meeting Minutes #32504 - Nov 14th Council Meeting. Never Received Bill	6942*	\$235.00			
					100-41950-320-	Cable Eqpmt and Service	\$235.00
04/29/2024	Merrick Inc.	Invoice#2352: Q1 mailer--Winter Newsletter	6943*	\$188.16			
					601-49435-350-	Newsletter	\$188.16
04/29/2024	Metro - INET	IT Charges--April Tech Support and Domain Renewal	6944*	\$501.00			
					100-41940-320-	General Government Buildings and Plant	\$501.00
04/29/2024	MENARD'S - OAKDALE	Maintenance--Grass seed for plow damage of resident yards	6945*	\$49.99			

Date Range : 4/29/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
					100-45208-400-	Lawn Care - Maintenance	\$49.99
04/29/2024	Rebecca Kellen	Reimburse for MMCI Training Conference in May for Becky	6946*	\$560.00			
					100-41914-310-	City Training and Development	\$560.00
04/29/2024	TSE, Inc. Work Account	Janitorial Services - 4/4 and 4/18	6947*	\$59.90			
					100-41940-314-	General Government Buildings and Plant	\$29.95
					100-41940-314-	General Government Buildings and Plant	\$29.95
04/29/2024	Toshiba America Business Solutions	April Monthly Usage Allowance	6948*	\$10.62			
					100-41911-314-	Office Operations Supplies	\$10.62
04/29/2024	Therese Bellinger	Reimburse for Hydrant Flushing Signs, Office Supply, Stamps, Paper, Microphones for Hall	6949*	\$903.22			
					601-49415-382-	Water Utility	\$104.56
					100-41911-200-	Office Operations Supplies	\$14.10
					605-49495-322-	Postage/Postal Permits	\$296.14
					100-41911-200-	Office Operations Supplies	\$54.45
					100-41950-230-	Cable Eqpmt and Service	\$433.97
04/29/2024	USS Minnesota One MT LLC	Solar Energy Charges - Mar Charges	6950*	\$970.35			
					605-49465-380-	Sewer Utility	\$551.77
					100-41940-380-	General Government Buildings and Plant	\$114.16
					605-49465-380-	Sewer Utility	\$304.42
04/29/2024	Washington County - Property & Tax	2024 Special Assessment Summary	6951*	\$60.00			
					100-41550-314-	Assessing	\$60.00
04/29/2024	White Bear Township	Equipment and PW Charges	6952*	\$10,495.28			
					605-49465-314-	Sewer Utility	\$10,495.28

Date Range : 4/29/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/29/2024	Water Conservation Service Inc.	Water Main Leak Locates -Jan 2 & 3 Leak Detection Charges on East Cty Line	6953*	\$1,317.84	601-49425-300-	Wtr/Swr Emergency	\$1,317.84
04/29/2024	Bolton & Menk, Inc. Period 3/2 thru 3/29	Lift Station Grant Coordination	6954*	\$714.00	605-49485-300-	Sewer Engineering Expense	\$714.00
Total For Selected Claims				\$76,319.12			\$76,319.12

Justin R. McCarthy	City Council/Town Board	Date
Katherine A Weier	City Council/Town Board	Date
Margaret Arola Ford	City Council/Town Board, Mayor	Date
Robert Mark Foster	City Council/Town Board	Date
Ryan Q Hankins	City Council/Town Board	Date

Date Range : 4/10/2024 To 5/7/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
05/07/2024	Bolton & Menk, Inc.	General Engineering March 2024	6961	\$474.00	100-41925-300-	General Fund Engineering Expense	\$474.00
05/07/2024	Companion Animal Control LLC	Animal Control Services -April 24 Retainer Only	6962	\$80.00	100-41916-314-	Animal Control	\$80.00
05/07/2024	Core & Main	Meter Supplies--Clamp, Conductor Strips	6963	\$257.60	601-49415-220-	Water Utility	\$257.60
05/07/2024	Gopher State One Call	April 30 Tickets	6964	\$152.55	605-49455-314-	Utility Locates	\$152.55
05/07/2024	Manship Plumbing & Heating Inc	Sewer/Water-April Retainer, Locates, 4 Hours	6965	\$1,180.00	601-49415-314-	Water Utility	\$1,180.00
05/07/2024	Metropolitan Council - Env. Service	April Waste Water Services	6966	\$5,335.64	605-49465-217-	Sewer Utility	\$5,335.64
05/07/2024	Tennis Sanitation, LLC	Recycling for Service Period: Mar -Apr 2024	6967	\$3,128.00	100-43300-314-	Recycle	\$3,128.00
Total For Selected Claims				\$10,607.79			\$10,607.79

Date Range : 4/10/2024 To 5/7/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
	Justin R. McCarthy		City Council/Town Board				Date
	Katherine A Weier		City Council/Town Board				Date
	Margaret Arola Ford		City Council/Town Board, Mayor				Date
	Robert Mark Foster		City Council/Town Board				Date
	Ryan Q Hankins		City Council/Town Board				Date

Date Range : 4/1/2024 To 4/9/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/09/2024	IRS - US Treasury	Federal Taxes - Q1 2024 -March Payment	6918*	\$1,849.79			
					100-41401-100-	Clerk - Treasurer	\$1,188.88
					100-41401-100-	Clerk - Treasurer	\$278.04
					100-41401-100-	Clerk - Treasurer	\$382.87
04/09/2024	MN Department of Labor and Industry	Building Permit Surcharge - Q1- 2024	6919*	\$93.75			
					100-42401-437-	Building Inspections Administration	\$93.75
04/09/2024	MN Department of Revenue	MN State Tax eFiling - 2024 Q1- March pymt	6920*	\$432.28			
					100-41401-115-	Clerk - Treasurer	\$432.28
Total For Selected Claims				\$2,375.82			\$2,375.82

Justin R. McCarthy	City Council/Town Board	Date
Katherine A Weier	City Council/Town Board	Date
Margaret Arola Ford	City Council/Town Board, Mayor	Date
Robert Mark Foster	City Council/Town Board	Date
Ryan Q Hankins	City Council/Town Board	Date

Date Range : 3/28/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/25/2024	PERA	Retirement funds-PR 4/7 - 4/20/24, TB, RK, MO, JR	6922*	\$693.75			
					100-45207-121-	Parks	\$51.45
					100-41401-121-	Clerk - Treasurer	\$642.30
Total For Selected Claims				\$693.75			\$693.75

Justin R. McCarthy	City Council/Town Board	Date
Katherine A Weier	City Council/Town Board	Date
Margaret Arola Ford	City Council/Town Board, Mayor	Date
Robert Mark Foster	City Council/Town Board	Date
Ryan Q Hankins	City Council/Town Board	Date

Date Range : 4/1/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/04/2024	A T & T Mobility	Wireless for water tower- 4/2-5/1	6923*	\$53.75	601-49415-382-	Water Utility	\$53.75
04/18/2024	Xcel 2335-4	Electricity 2/21 - 3/21/24	6924*	\$1.61	601-49415-380-	Water Utility	\$1.61
04/18/2024	Xcel 4094-1	Gas Service 2/21-3/21 200 Wildwood Lift Station	6925*	\$27.69	605-49415-380-	Water Utility	\$27.69
04/18/2024	Xcel 9369-0	407 Lake Lift Station 2/21-3/21	6926*	\$27.69	605-49465-380-	Sewer Utility	\$27.69
04/18/2024	Xcel 2307-8	Street Lighting 3/3 -4/2	6927*	\$1,353.64	100-43160-380-	Street Lighting	\$1,353.64
Total For Selected Claims				\$1,464.38			\$1,464.38

Date Range : 4/1/2024 To 4/29/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
	Justin R. McCarthy		City Council/Town Board				Date
	Katherine A Weier		City Council/Town Board				Date
	Margaret Arola Ford		City Council/Town Board, Mayor				Date
	Robert Mark Foster		City Council/Town Board				Date
	Ryan Q Hankins		City Council/Town Board				Date

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

**MINUTES OF THE CITY COUNCIL MEETING
April 9, 2024, 5:15 P.M.**

MEMBERS:

Margaret Ford	Mayor
Mark Foster	Councilmember
Ryan Hankins	Councilmember
Justin McCarthy	Councilmember
Katherine Weier	Councilmember

STAFF:

Rebecca Kellen	City Administrator
Alan Kantrud	City Attorney

Minutes prepared by Rebecca Kellen from a video recording.

1. CALL TO ORDER

A. Mayor Ford called the meeting to order at 5:18PM.

On a motion made by Mayor Ford, seconded by Councilmember McCarthy, it was resolved to move City Business agenda item A, Ash Path Survey – Site Visit, to the front of the agenda. All in favor; motion carried.

2. Ash Path Survey - Site Visit

- A. The city council walked Ash Path with the surveyor from Cornerstone to review the results of the survey.
- B. Attorney Alan Kantrud will be looking into any possible title issues.
- C. One corner of Ash Path may need to be moved slightly to be more in line with city property.
- D. A ribbon was strung to mark city property.
- E. Some items from neighbors may need to be moved that are on city property.
- F. The group returned to City Hall at 5:50PM and the meeting went into recess until 6:45PM.
- G. City councilmember Mark Foster was not present for the site visit.

3. Meeting Reconvened at 6:45PM

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to reconvene the meeting. All in favor; motion carried.

4. **APPROVE AGENDA**

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

A. The following changes were made to the agenda:

- a. Mayor Ford added "Appoint City Liaisons and Deputy Mayor" under City Business.
- b. Mayor Ford moved item G, 310/312 Wildwood Discussion, in City Business and to the beginning of City Business.

5. **PUBLIC FORUM (0:02:36)**

Barton Winters, 1 Five Oaks Lane said that he deserves to be heard and expressed concerns about icy intersections during a February snow event. He also said that he hopes that rubber will not be used when fixing the roads.

On a motion by Councilmember Hankins, seconded by Councilmember McCarthy, it was resolved to close the public forum. All in favor. Motion carried.

6. **ANNOUNCEMENTS (0:05:08)**

On a motion by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to move item E in City Business, Tree Inspector, to before 310/312 Wildwood Discussion. All in favor. Motion carried.

- A. Music in the Park schedule is finalized, in the meeting packet, and posted to the notice boards and website. The council expressed gratitude to Al Mitchell for organizing.
- B. Clean up day will take place on April 27, 2024 at 10AM, meet at City Hall.

7. **CONSENT AGENDA (0:6:58)**

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to approve the consent agenda items B and F. All in favor. Motion carried.

- A. Item D – Resolution 2024-20, Against Certain Zoning Bills Before the MN Legislature

- a. Councilmember Mark Foster pulled out item D for further discussion. He expressed concerns with the League on Minnesota Cities stance and said that he will abstain from the vote due to a conflict of interest.
- b. Councilmember McCarthy reviewed the bill (Appendix A) with the council and discussed how it may affect building in Birchwood Village.
- c. Administrator Kellen read the public comment submitted by Trilby White and Lisa Rietveld into the public record (Appendix B).
- d. Councilmember Hankins discussed how this bill would affect subdivision of lots in Birchwood Village and that he supports resolution 2024-20.
- e. Councilmember McCarthy suggested ways that Birchwood Village look into affordable housing for Birchwood Village independently and the strain that this Bill would create on Birchwood Village infrastructure.

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to approve Item D, Resolution 2024-20, Resolution Against Certain Zoning Bills Before the MN Legislature. Councilmembers McCarthy, Hankins, Weier and Mayor Ford in favor. Councilmember Foster abstains. Motion carried.

On a motion made by Councilmember McCarthy, seconded by Mayor Ford, it was resolved to approve Item C, meeting minutes from March 12, 2024. All in favor. Motion carried.

B. Items E, Resolution 2024-21, Resolution to Discontinue Most Services with Metro INET

- a. Councilmember Hankins discussed how Metro INET Services are no longer necessary because they are expensive, the support is lacking and we have moved to a cloud based service, Microsoft 360, which is not supported. He said the contract needs to be ended by the end of May. He discussed that a competing bid from Techie Dudes comes in at significantly less. He indicated that the cable internet service would be continued per the resolution.
- b. Councilmember McCarthy suggested that Techie Dude be engaged prior to the termination of Metro INET for a seamless transition.
- c. Councilmember Hankins said that Techie Dudes has the capacity to support our phone system.
- d. Councilmembers discussed the possibility of supporting our internet through another provider.

- e. Councilmember Hankins said that he will get a quote from Techie Dudes for phones and internet and will present in May.
- f. AV Technician asked if the AV room systems are reliant on Metro INET and the impact, to which Councilmember Hankins responded that they are and the transition period will help close these gaps.

On a motion made by Councilmember McCarthy, seconded by Mayor Ford, it was resolved to approve Item E, Resolution 2024-21, Resolution to Discontinue Most Services with Metro INET. All in favor. Motion carried.

- C. Item G, Approve Annual Cost of Living Staff Raises. Councilmember McCarthy pulled and discussed aligning the raises with the budget.
 - a. Councilmember Weier said that we do not have 6% budgeted and that we hired someone outside of the allocated budget.
 - b. Councilmember Hankins asked about performance reviews to which Mayor Ford responded that cost of living raises are not aligned with performance but that we do conduct performance reviews.
 - c. Councilmember McCarthy said that he thinks that performance reviews should be aligned with additional staff raises beyond cost of living increase. Mayor Ford and Councilmember Hankins agreed with that methodology.
 - d. Councilmember Hankins expressed that he is not in support of cost of living staff raises above 3%.

On a motion made by Councilmember Foster, seconded by Councilmember McCarthy, it was resolved to approve staff increases for Jim Rydeen, Therese Bellinger, and Rebecca Kellen of 4%. Councilmember Foster, McCarthy, Weier, and Mayor Ford in favor. Councilmember Hankins opposed. Motion carried.

8. CITY BUSINESS (0:43:11)

A. 310/312 Wildwood

- a. **Elizabeth Simning, owner of 310/312 Wildwood**, said that the renter was out on Saturday and the inspector was there today. Clean up crew is coming on Thursday to reevaluate the cleanup needed in the yard and they thought they could get it cleaned up over the weekend. She said she had some questions on the paperwork to which the council responded that she can talk with the City Administrator.

- b. The council expressed gratitude for the work that has taken place and indicated that they are glad progress has been made.
- c. Councilmember Hankins expressed gratitude for the communication that has taken place with the realtor.
- d. Administrator Kellen explained that per her conversation with inspector Jack Kramer, Xcel would be out this week to shut off the gas and electric and that nails were being put in the window and padlocks on the doors.

B. Tree Inspector (0:53:59)

- a. **Mary Sue Simmons, 418 Birchwood Ct**, said that she has been in contact with Jay Riggs from the Washington Conservation Board who said they are interested in supporting smaller communities and could possibly assist Birchwood with tree support. She said that Jay and city administrator Kellen would be having follow up conversations.
- b. The city council expressed gratitude to Mary Sue for her assistance.
- c. Councilmember Weier said that there was \$5000 in the budget in 2024 for a tree inspector.

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to approve further engagement with Jay Riggs from Washington Conservation District to determine what future support around tree inspections can be secured. All in favor. Motion carried.

C. Introduction of new Treasurer, Marsha Olson (1:03:01)

- a. **Marsha Olson, City Treasurer**, introduced herself, said she was looking forward to supporting Birchwood Village and that she is currently serving as Treasurer in Stillwater Township, West Lakeland Township, Baytown Township, and May Township.

D. Road Maintenance Discussion – Marcus Johnson (1:04:04)

- a. **Marcus Johnson, City Engineer**, reviewed option 1 and 2 that were discussed the previous month and presented option 3 and 4 in the packet. He explained that option 3 is a reclaim of Five Oaks Lane and Oakridge Drive and an overlay of Oakridge Court and it also includes potholes and patching. He said that patching was doubled from what was provided in the Nugent proposal.
- b. Councilmember Foster said that Option 3 would hit the high traffic thoroughfares that were in most need of road work.

- c. Engineer Johnson said that he was in favor of reclaiming because it will last longer than mill and overlay, however there is a risk of water main breaks lessening the longevity of reclaiming.
- d. Councilmember McCarthy said that he is in favor of reclaiming due to its longer longevity.
- e. Engineer Johnson said that he recommends bundling everything with one contractor which will reduce prices since each estimate most likely includes mobilization and that crack filing might be important in future years. (See Appendix C for estimate 5732)
- f. Mayor Ford said that the Lake Links Bike Trail could access \$70,000 that may be able to help with stripping.
- g. Councilmember Weier said that there was \$50,000 allocated in the budget in 2024 for potholes.
- h. Councilmember McCarthy said that maybe some of the excess snowplow budget can be used for road work and include more of the red and orange areas on Oakridge Dr. He discussed with Engineer Johnson including Five Oaks Dr with Oakridge Dr. in the reclaiming and Oakland Court would be mill and overlay.
- i. Engineer Johnson said that he would provide another quote for the above proposal that includes pothole repairs. The council said that a special meeting may be in order to review this proposal prior to the next regular meeting.
- j. The council discussed street sweeping and councilmember Weier said that \$4000 is in the budget for street sweeping.

On a motion made by Councilmember McCarthy, seconded by Mayor Ford, it was resolved to approve Administrator Kellen to tell Nugent that we can move forward with street sweeping for \$4000 as budgeted. All in favor. Motion carried.

- k. Engineer Johnson said that he spoke with White Bear Township and that he does not recommend moving forward with the purchase of the spare rotator assembly.

On a motion made by Mayor Ford, seconded by Councilmember Hankins, it was resolved to not purchase the spare rotator assembly. All in favor. Motion carried.

- l.** Engineer Johnson said that the project warranty from the contractor that includes the parts is recommended for the lift station work. He said that there is no update from the EPA.
- m.** Mayor Ford thanked Engineer Johnson for completing the survey at Highwood Path in a timely manner and that she has had conversations with the neighbors to address their concerns about the driveway being on the path. Both Mayor Ford and Engineer Johnson agreed that they can fit the path in there without issues.
- n.** Attorney Kantrud said that they are able to have their driveways there as they were laid prior to the city using the areas.
- o.** Councilmember McCarthy asked attorney Kantrud to investigate further to ensure there are no issues with pursuing Highwood Path.
- p.** Engineer Johnson said that the cost to survey Highwood Path was \$1K - \$1200 and that he would send a copy of the survey.
- q.** Councilmember Hankins said that we did not get the local improvement project grant for Wildwood and that 20% were approved to which engineer Johnson said that most of the money granted was for larger projects.

E. Ash Path Survey Discussion – (1:43:47)

- a.** Mayor Ford said that in December of 2022 a survey for Ash Path was ordered and that the path meanders through the rectilinear areas of the survey and that there are some items from residents on the path.
- b.** Councilmember McCarthy said that a pink ribbon was laid to show the areas of the path. A picture of the ribbon was displayed. Councilmember Hankins said that some of the Wormwood's property was located on the path.
- c.** The council discussed correcting the areas of the path to ensure it is on city property.
- d.** Councilmemembr McCarthy said that the Parks and Recreation committee will be looking at the path to place wood chips where the path is.

- e. The council discussed where the path was impeding residents' property.
- f. Attorney Kantrud said that Cornerstone surveyor Connie also walked the path with the council and that this was old right of way dedicated and the old streetcar line. He said he supported getting the Parks Committee out to ensure the path is not encroaching on residential property. He said that once the survey is finalized this area should be registered with the county. He said that he gave a copy of the survey to the Wormwoods. He said that there is a deck and patio that is about 5 feet from the path.
- g. Councilmember Foster expressed concerns about requesting residents move their patio.
- h. The council discussed bringing the Wormwoods into future discussions.

On a motion made by Councilmember Hankins, seconded by Councilmember McCarthy, it was resolved to authorize Mayor Ford to work with Attorney Kantrud to engage with the Wormwoods to consider how to best represent the cities interest in resolving the property line issue at Ash Path. All in favor. Motion carried.

F. Joint Powers Agreement for South Shore Boulevard Trail Management–
(1:57:45)

- a. Mayor Ford explained that there is a section of the South Shore Boulevard Trail that runs through Birchwood Village and the joint powers agreement caused concerns for some of the members of council about when repairs were needed and how much they cost.
- b. City attorney Kantrud explained that White Bear Township was leading the charge on how it was managed but it runs through Birchwood Village and it was originally a county road, a “turnback”.
- c. Mayor Ford explained that this section of the trail was not plowed this year.
- d. The council discussed limits on what can be charged to Birchwood Village for this and that they would like a budget and a year to approve.
- e. Councilmember Foster said that he believed the maintenance would be minimal since it is a new trail and that Birchwood residents are using the trail.
- f. Councilmember Weier said that she understands how White Bear Township would want an agreement in place to avoid future confusion.

On a motion made by Councilmember Foster, seconded by Councilmember Weier, it was resolved to approve the joint powers agreement with Attorney Kantrud making amendments 1) good faith costs for any repairs and reconstruction and 2) giving Birchwood Village a year to pay for reconstruction. Councilmember Foster, Hankins, and Weier and Mayor Ford in favor. Councilmember McCarthy not in favor. Motion carried.

G. 232 Cedar Ave (2:11:25)

- a. Attorney Kantrud explained that there are some things that have been fixed and some things that have not and that we have not yet received the vacant registration. He said he emailed them today and that if they are not fixed this week he will move to criminal proceedings. He said that the property will be for sale this month.
- b. Councilmember Hankins said that it is on the auction site for \$378,000.

H. Appointment of Liaisons and Deputy Mayor (2:13:33)

On a motion made by Councilmember McCarthy, seconded by Councilmember Foster, it was resolved to approve Mayor Ford the Personnel Liaison. All in favor. Motion carried.

On a motion made by Councilmember Hankins, seconded by Councilmember Foster, it was resolved to approve Councilmember Weier as the Deputy Mayor. All in favor. Motion carried.

On a motion made by Councilmember Weier, seconded by Mayor Ford, it was resolved to approve Councilmember Weier and McCarthy as the Park Committee Liaisons. All in favor. Motion carried.

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to approve Councilmember Hankins as the Planning Commission Liaison and councilmember Foster as the Dock Association liason. All in favor. Motion carried.

9. MEETING CLOSE (2:18:41)

On a motion duly made by Councilmember McCarthy, seconded by Mayor Ford, it was agreed that there was no further business of the Council to transact in an open session; the meeting was closed to the public at 9:04 p.m.

DISCLAIMER

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

Mayor Margaret Ford

City Administrator Becky Kellen

Date

Date

RESOLUTION #2024-20
A RESOLUTION SUPPORTING RETENTION OF CITY ZONING AUTHORITY

WHEREAS, decisions about local zoning and land use that best fit community needs are best left to city residents and officials;

WHEREAS, cities use zoning and land use regulations to balance property usage, plan for community growth, dedicate space and capacity for public infrastructure to support development (roads, parks and trails, transportation, sewer, stormwater, water, etc.), mitigate flooding and erosion, and preserve natural resources among others;

WHEREAS, the Minnesota State Legislature, in an attempt to address housing availability and affordability challenges, is considering measures that would preempt city authority to regulate land use and zoning and assign that authority to state government;

WHEREAS, passage of those measures would inadequately address housing availability and affordability challenges;

WHEREAS, a rigid framework for land use and zoning mandated by the state makes little sense and cities require flexibility to address their own unique circumstances;

WHEREAS, provisions of the proposed state measures would place the fiscal burden for infrastructure cost of new residential development on the shoulders of existing homeowners and renters in our local communities;

WHEREAS, building of multiple housing units on a single residential lot with inadequate spacing, as allowed in the proposed zoning preemption measures, could result in service delivery problems like limiting emergency medical services and fire departments' access to city neighborhoods;

WHEREAS, the City of Birchwood Village is proximate to White Bear Lake, a lake that is threatened by over pumping of ground water from the over-development of the immediately surrounding area. By forcing communities around this area to accept additional high density housing and by reducing the minimum lot sizes, these proposals represent a grave threat to an already overburdened water supply and lake. In addition, by lowering the minimum lot size, and exempting certain developments from impervious surface standards, this will reduce the filtration of runoff water into the lake and represent a threat to the cleanliness of the lake.

WHEREAS, the City of Birchwood Village is a small community made up of mostly single family housing with no commercial or industrial businesses to support our tax base. By forcing additional development on our community without any state support for upgrades to our infrastructure, this bill will significantly strain our ability to provide this infrastructure and may necessitate significant tax increases that may push existing homeowners out of their homes.

AND, WHEREAS, cities across the state have already put in years of work to address zoning issues, and continue to do so, with the help of community engagement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE, MINNESOTA AS FOLLOWS:

The City of Birchwood Village opposes state proposals that seek to preempt local zoning and land use decision-making when it comes to residential development; Supports constructive policy alternatives to incentivize and bolster city efforts for addressing housing challenges; And, advocates for a city-state partnership to consider reforms that are proven to address housing availability and affordability and that ensure efforts can be locally led and shaped.

ADOPTED by the _____ City Council this ____ day of _____, 2024.

[https://www.revisor.mn.gov/bills/text.php?
number=SF1370&version=latest&session=ls93&session_year=2023&session_number=
0](https://www.revisor.mn.gov/bills/text.php?number=SF1370&version=latest&session=ls93&session_year=2023&session_number=0)

(the above link is all one word)

OR SCAN THIS QR
CODE:



FROM SF1370:

Sec. 8.

[462.3575] MINIMUM RESIDENTIAL DENSITIES AND ASSOCIATED REQUIREMENTS.

Subd. 4.

Other cities and towns; required residential densities.

(a) Subject to section 462.358, subdivision 2a, a city of the second, third, or fourth class or town must permit the development of at least two residential dwelling units on any residential lot that is more than one-half mile from a major transit stop, unless one of the following criteria are met:

- (1) if all of the units are all-electric and efficient homes, the city or town must permit the development of at least **three** residential dwelling units on the lot;
- (2) if at least two of the units are affordable housing, the city or town must permit the development of at least **three** residential dwelling units on the lot; or
- (3) if all of the units are all-electric and efficient homes and at least two of the units are also affordable housing, the city or town must permit the development of at least **four** residential dwelling units on the lot.

(b) Subject to section 462.358, subdivision 2a, a city of the second, third, or fourth class or town must permit the development of at least **four** residential dwelling units on any residential lot that is one-half mile or less from a major transit stop, unless one of the following criteria are met:

- (1) if all of the units are all-electric and efficient homes, the city or town must permit the development of at least **six** residential dwelling units on the lot;
- (2) if at least two of the units are affordable housing, the city or town must permit the development of at least **six** residential dwelling units on the lot; or
- (3) if all of the units are all-electric and efficient homes and at least two of the units are also affordable housing, the city or town must permit the development of at least **eight** residential dwelling units on the lot.

(c) The requirements of this subdivision apply regardless of the types of middle housing authorized by the city or town under subdivision 2.

(d) A municipality that does not approve a project under section 462.358, subdivision 2a, must provide the applicant with written justification and reasons for the disapproval within seven days of the disapproval. Where insufficient infrastructure is the reason for disapproval, a municipality must include from a public works director or a similarly qualified person evidence in the written justification.

Subd. 7.

Minimum lot size permitted.

(a) A municipality may, by ordinance, require a minimum lot size in accordance with this subdivision to which the density requirements of subdivisions 3 and 4 apply.

...

(c) A minimum lot size for a city of the second, third, or fourth class or a town must not be greater than:

- (1) 4,000 square feet for a single-family detached home, duplex, triplex, fourplex, fiveplex, sixplex, stacked flat, and courtyard apartment; or
- (2) 1,200 square feet for a townhome and cottage housing.

***NOTE* Current Birchwood Village Minimum Lot Sizes are as follows:
12,000 Sq Feet for Non-Lake Lots
15,000 Sq Feet for Lake Lots.**

Subd. 5.

Affordable housing development; height requirements.

(a) Subject to section 462.358, subdivision 2a, an affordable housing development must be permitted to exceed both a maximum height requirement and a maximum floor area ratio limitation imposed by municipality official controls as provided in paragraphs (b) and (c). The authority in paragraphs (b) and (c) that produces the tallest development with the most number of affordable housing units on the parcel shall be applied to the affordable housing development.

(b) An affordable housing development may either:

- (1) exceed the height requirement for the zoning district where the affordable housing development will be located by 35 feet in height; or**
- (2) match the maximum allowed height in any zoning district within one mile of the affordable housing development.

(c) In addition to all previous allowances, an affordable housing development must be permitted to do one of the following, whichever results in the largest development:

- (1) exceed the maximum floor area ratio or dwelling unit count permitted by municipality standards or the municipality's comprehensive plan by 30 percent, whichever allows for greater density;
- (2) exceed the lot coverage ratio by 30 percent;
- (3) exceed the floor area ratio by 30 percent; or
- (4) exceed the maximum impervious lot coverage area by 30 percent.**

(d) A municipality that does not approve a project under section 462.358, subdivision 2a, must provide the applicant with written justification and reasons for the disapproval within seven days of the disapproval. Where insufficient infrastructure is the reason for disapproval, a municipality must include credentialed evidence in the written justification.

Subd. 8.

Parking requirements limited.

(a) A municipality may not require an off-street parking space for a residential dwelling unit that is one-half mile or less from a major transit stop. A municipality may require that disability parking spaces be provided in compliance with the Americans with Disabilities Act.

(b) A municipality may not require more than one off-street parking space per residential dwelling unit that is over one-half mile from a major transit stop, except that additional disability parking spaces may be required to meet the requirements of the Americans with Disabilities Act.

Sec. 9.

[462.3576] LIMITATION ON AESTHETIC MANDATES FOR CITIES.

A municipality must not condition approval of a residential building permit, residential subdivision development, or residential planned unit development on the use of one or more of the following, unless to conform with state and local historic district requirements, the State Building Code in chapter 326B, and the State Fire Code in chapter 299F:

- (1) specific materials for aesthetic reasons;
- (2) residential building or accessory structure to a residential building minimum square footage or floor area ratios;
- (3) design elements for aesthetic reasons including, but not limited to, decks, balconies, porches, gables, roof pitch, and elevation design standards;
- (4) garage square footage; or
- (5) common space, pools, or any common property necessitating a homeowner's association.

REPRESENTATIVES:

Senator Heather Gustafson, 651-296-1253
sen.heather.gustafson@senate.mn

Representative Brion Curran, 651-296-4342
rep.brion.curran@house.mn.gov

Appendix B

Re: Support resolution 2024-20

Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>

Mon 4/8/2024 2:36 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Becky,

I believe this is intended to go to you, for inclusion in the agenda or distribution to the council.

-Ryan

==

Ryan Hankins

Birchwood City Council

Ryan.Hankins@cityofbirchwood.com

From: Trilby White <trilby.white.rn@gmail.com>

Sent: Monday, April 8, 2024 2:23 PM

To: Birchwood Clerk Becky <bwclerk@comcast.net>; Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>

Cc: Lisa Rietveld <lisa@2grrrls.com>

Subject: Support resolution 2024-20

Hi Becky and Ryan,

I would very much appreciate it if you enter our public comment for the record during open comments at tomorrow's council meeting.

PUBLIC COMMENT

Trilby White and Lisa Rietveld

3 - Oakridge Dr.

WE SUPPORT Council Resolution 2024-20 that Opposes State imposition of zoning standards Birchwood.

In a very small Village like Birchwood, our standards and needs with regard to housing, environmental preservation, affordability, transportation, et al., is unique.

Birchwood Village should make every effort to maintain autonomy and/or seek exemption from any mandated legislation affecting our town.

We would to ask you all, Ms Mayor and Council members for you support of Resolution 2024-20.

Trilby White and Lisa Rietveld



Nugent Sealcoating and Paving
 P.O. Box 473
 Hugo, MN 55038
 651-429-2100

APPENDIX C

Proposal

Date	Quote #
4/4/2024	5732

Bill To	
Birchwood Village 207 Birchwood Ave, Vadnais Heights, MN 55110	
Salesman	Rob Stangler

Service Location	
Birchwood Village 207 Birchwood Ave, Vadnais Heights, MN 55110	
Proposal Valid Thru	4/14/2024

Description of work to be performed-	Quantity	Unit	Amount
5 Oaks Lane (orange area) Profile mill off 1" - 1.5" of surface, sweep millings up and haul off site. Apply hot tack oil for maximum adhesion. Install a 1.5" compacted mat of MV4 MNDOT wear course. - Overlay paving will have existing cracks in current asphalt reflect through the new asphalt overlay. - No guarantee on no ponding of water on new asphalt where base and/or existing conditions are less than 1% slope	8,400	Square Feet	18,480.00
Birchwood Ave (Purple area) Profile mill off 1" - 1.5" of surface, sweep millings up and haul off site. Apply hot tack oil for maximum adhesion. Install a 1.5" compacted mat of MV4 MNDOT wear course. - Overlay paving will have existing cracks in current asphalt reflect through the new asphalt overlay. - No guarantee on no ponding of water on new asphalt where base and/or existing conditions are less than 1% slope	11,500	Square Feet	25,300.00
Oakridge Drive N (green area) Profile mill off 1" - 1.5" of surface, sweep millings up and haul off site. Apply hot tack oil for maximum adhesion. Install a 1.5" compacted mat of MV4 MNDOT wear course. - Overlay paving will have existing cracks in current asphalt reflect through the new asphalt overlay. - No guarantee on no ponding of water on new asphalt where base and/or existing conditions are less than 1% slope	11,000	Square Feet	24,200.00
Oakridge Drive S (blue area) Profile mill off 1" - 1.5" of surface, sweep millings up and haul off site. Apply hot tack oil for maximum adhesion. Install a 1.5" compacted mat of MV4 MNDOT wear course. - Overlay paving will have existing cracks in current asphalt reflect through the new asphalt overlay. - No guarantee on no ponding of water on new asphalt where base and/or existing conditions are less than 1% slope	8,400	Square Feet	18,480.00
FUEL SURCHARGE \$250 will be added to invoice amount if diesel is at/above \$5 per gal at time of project.			
Proposed Total-			\$86,460.00

ACCEPTANCE OF PROPOSAL- Nugent Sealcoating is hereby authorized to complete this contract as specified. All material is guaranteed to be as specified and all work will be performed in a workman like manner according to standard practices. Payments will be made to Nugent Sealcoating within 10 days of invoice date. A 1.5% finance charge will be added to the remaining balance of any past due invoice. Additional fees may be charged if Nugent Sealcoating is prevented from completing this work in a timely manner. These fees generally only apply to waiting for vehicles to be moved or time spent drying asphalt due to sprinklers being left on and would not apply for reasons related to naturally occurring causes. Any alteration or deviation from the above specifications will only be executed upon written orders. Customer is responsible to have the asphalt surface cleared off by the time agreed upon including vehicles, dumpsters, pallets, equipment, etc.










PLEASE SIGN AND RETURN AND SOMEONE FROM OUR SCHEDULING DEPARTMENT WILL CONTACT YOU.

Accepted by: _____ Title: _____
 (PRINT)

Authorized Signature: _____ Date: _____

City mill and overlay

Legend

-  and overlay
-  Birchwood Village
-  Park
-  Untitled Path
-  Untitled Polygon
-  Untitled Polygon
-  Untitled Polygon
-  Untitled Polygon
-  Untitled Polygon

11000 SF 1.5 Mill and overlay

11500 SF 1.5" mill and overlay

8400 SF 1.5" mill and overlay

5 Oaks Ln

8400 SF 1.5" mill and overlay



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

**MINUTES OF THE CITY OF BIRCHWOOD VILLAGE LOCAL BOARD OF APPEAL AND
EQUALIZATION MEETING OF 2023**

April 9, 2024, 6:00 P.M.

MEMBERS PRESENT:

Margaret Ford	Mayor/LBAE Member
Kathy Weier	Councilmember/LBAE Member
Justin McCarthy	Councilmember/LBAE Member
Ryan Hankins	Councilmember/LBAE Member
Mark Foster	Councilmember/LBAE Member

MEMBERS ABSENT:

None

STAFF:

Rebecca Kellen	City Administrator
Chase Peloquin	City Assessor

1. CALL TO ORDER

Mayor Ford called the meeting to order at 5:59 p.m.

2. CITY BUSINESS – REGULAR AGENDA

- A. 2024 Assessment Report for Birchwood Village
 - a. Presentation from City Assessor
- B. Appeals
 - a. Board of Appeals and Equalization to hear appeals

City Assessor Chase Peloquin reviewed and discussed the 2024 Assessment report for Birchwood Village with the Mayor and City Council Members.

There were no appeals brought forth to the board to the Local Board of Appeals and Equalization. A complete video recording of the full meeting is available online at www.cityofbirchwood.com.

3. ADJOURNMENT

On a motion made by Councilmember McCarthy seconded by Councilmember Hankins and carried unanimously, it was agreed that there was no further business of the Council to transact; the meeting was closed at 6:33 p.m. by Mayor Ford.

DISCLAIMER

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

Mayor Margaret Ford

City Administrator Rebecca Kellen

Date

Date

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

**MINUTES OF THE SPECIAL CITY COUNCIL MEETING
April 23, 2024, 6:45 P.M.**

MEMBERS:

Margaret Ford	Mayor
Mark Foster	Councilmember
Ryan Hankins	Councilmember
Justin McCarthy	Councilmember
Katherine Weier	Councilmember

STAFF:

Rebecca Kellen	City Administrator
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Minutes prepared by Rebecca Kellen from a video recording.

1. CALL TO ORDER

A. Mayor Ford called the meeting to order at 6:45PM.

2. APPROVE AGENDA

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

3. CONSENT AGENDA (0:1:05)

On a motion made by Mayor Ford, seconded by Councilmember McCarthy, it was resolved to approve the consent agenda, Resolution 2024-23, Approving an IT Managed Services Agreement with Techie Dudes. All in favor. Motion carried.

4. CITY BUSINESS (0:1:53)

A. Road Work Maintenance – City Engineer Marcus Johnson

- a. Mayor Ford thanked Marcus for his work in providing a plan that tackles the roughest areas first and optimized economies of scale.
- b. City Engineer Marcus Johnson reviewed the preliminary cost estimate that differs from the previous estimate in extending the area to be reclaimed further down on Oakridge Drive and adding the water main break patching. See attached.

- c. City Engineer Marcus Johnson said that the cost estimate is \$106,961.33.
- d. City Engineer Marcus Johnson said that the next step is for him to reach out to local contractors to get estimates and that hopefully the bids will be back prior to the next city council meeting for review.
- e. Councilmember McCarthy said that the plan is to do a reclaim and reshape to Oakridge Drive and Five Oaks Lane and mill and overlay on Oakhill Court and that the quote includes pothole patching.
- f. City Engineer Marcus Johnson said that his quote is conservative.
- g. City Engineer Marcus Johnson said that he doubled the pothole patching amount from the previous quote received from Nugent.
- h. Councilmember Hankins expressed gratitude to Marcus Johnson and Mayor Ford for their work on this.

On a motion made by Councilmember McCarthy, seconded by Councilmember Foster, it was resolved to approve City Engineer Marcus Johnson to get bids on the plan that was reviewed at the meeting. All in favor. Motion carried.

5. MEETING CLOSE (0:10:30)

On a motion duly made by Councilmember Hankins, seconded by Councilmember McCarthy, it was agreed that there was no further business for the Council to transact in an open session; the meeting was closed to the public at 6:55 p.m.

DISCLAIMER

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

Mayor Margaret Ford

City Administrator Becky Kellen

Date

Date

PRELIMINARY COST ESTIMATE

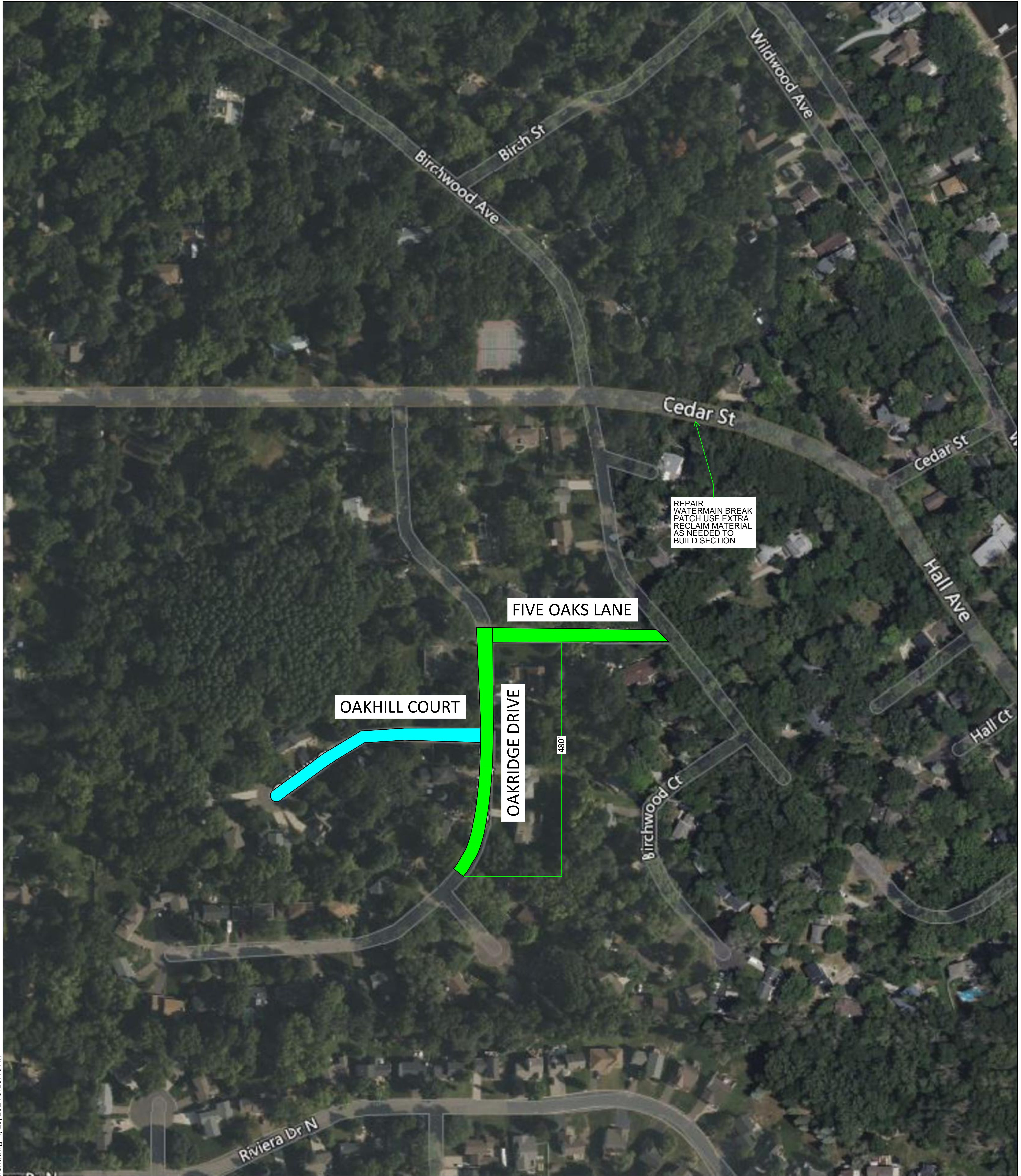
2024 Pavement Maintenance Project
 Birchwood Village, Minnesota

Option 3: Reclaim Five Oaks Lane/Oakridge Drive Overlay Oakhill Court

DATE: 4/15/2024

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
2024 Pavement Maintenance Project					
1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	Traffic Control	1	LS	\$2,000.00	\$2,000.00
3	Edge Mill Bituminous	80	LF	\$10.00	\$800.00
4	Bituminous Removal and Patch	180	SY	\$50.00	\$9,000.00
5	Reclaim Existing Bituminous	2267	SY	\$10.00	\$22,666.67
6	Finished Grading	2267	SY	\$2.00	\$4,533.33
7	Type SP 12.5 Wearing Course Mixture (2,B) - Lower Lift	440	TON	\$80.00	\$35,200.00
8	Type SP 9.5 Wearing Course Mixture (1.5,B) - Upper Lift	200	TON	\$80.00	\$16,000.00
9	Pothole Patching	20	TON	\$250.00	\$5,000.00
10	Bituminous Tack Coat	292	GAL	\$5.00	\$1,461.33
11	Sawing Pavement	30	LF	\$10.00	\$300.00
12	Adjust Gate Valve	4	EA	\$500.00	\$2,000.00
13	Adjust Manhole Casting	6	EA	\$500.00	\$3,000.00

Total Estimated Construction Cost	\$106,961.33
10% Contingencies	\$10,696.13
Total Estimated Project Costs	\$117,657.47



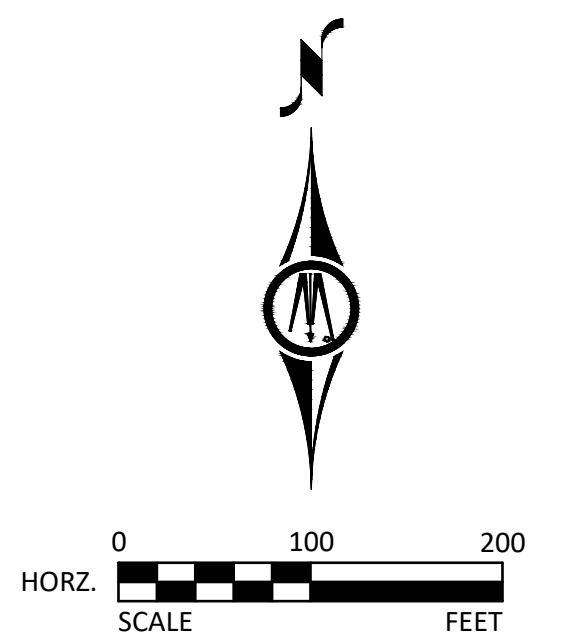
LEGEND



RECLAIM, RESHAPE, REPAVE AREA



MILL AND OVERLAY AREA





H:\BIRCHWOOD_CI_MN\01131473\CAD\FIGR-131473_CIP Layouts.dwg 4/16/2024 9:30:12 AM



H:\BIRCHWOOD_VILLAGE\CIP\FIGR-131473_CIP Layouts.dwg 4/16/2024 9:30:15 AM

Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 1

STREET SEGMENT	FROM	TO	Reconstruction Year												
			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Birch St.	Birchwood Ave.	End of St.		CFSC										CFSC	
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.						M+O				CFSC			
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.						M+O				CFSC			
Birchwood Ave.	End of St.	City Limits/End of St.										CFSC			
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac						M+O				CFSC			
Birchwood Lane	East County Line Rd.	Wildwood Ave.												CFSC	
Cedar St./Hall Ave.	East County Line Rd.	City Limits										M+O	M+O		CFSC
Cedar St.	Hall Ave.	Wildwood Ave.		CFSC											CFSC
Five Oaks Lane	Oakridge Dr.	Birchwood Lane	RRR									CFSC			
Hall Ct.	Hall Ave.	Center of cul-de-sac		CFSC											CFSC
Iris St.	Wildwood Ave.	Lake Ave.		CFSC											CFSC
Jay St.	Hall Ave.	Center of cul-de-sac		CFSC											CFSC
Lake Ave.	Wildwood Ave.	Iris St.						CFSC							CFSC
Lake Ave.	Iris St.	End of St.		CFSC											CFSC
Lakewood Lane	Lake Ave.	End of St.		CFSC											CFSC
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.	RRR									CFSC			
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac							M+O			CFSC			
Oakview Court	Oakridge Dr.	Center of cul-de-sac	CFSC												CFSC
Oakhill Court	Oakridge Dr.	Center of cul-de-sac	M+O									CFSC			
Owl St.	Wildwood Ave.	End of St.		CFSC											CFSC
Rice/Rosa Lane	Birchwood Ave.	End of St.		CFSC											CFSC
White Pine Lane	Hall Ave.	Center of cul-de-sac		CFSC											CFSC
Wildwood Ave.	East County Line Rd.	Owl St.								M+O		CFSC			
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.				RRR						CFSC			
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.				RRR						CFSC			
Wildwood Ave	Lake Ave.	Iris St.					RRR					CFSC			
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.										CFSC			

Estimated Yearly Construction Cost	\$ 120,605	\$ 67,614	\$ 152,778	\$ 168,667	\$ 122,084	\$ -	\$ 94,173	\$ 100,466	\$ 83,213	\$ 99,820	\$ 99,820	\$ 92,760	\$ 91,400
Annual Revenue	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Cash Flow	-\$20,605	\$11,781	-\$40,997	-\$109,664	-\$131,748	-\$31,748	-\$25,921	\$23,614	\$90,401	\$140,581	\$190,761	\$248,001	\$306,601

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2031.

Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 1

STREET SEGMENT	FROM	TO	Reconstruction Year									
			2037	2038	2039	2040	2041	2042	2043	2044	2045	
Birch St.	Birchwood Ave.	End of St.						CFSC				
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.				CFSC						
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.				CFSC						
Birchwood Ave.	End of St.	City Limits/End of St.				CFSC						
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac				CFSC						
Birchwood Lane	East County Line Rd.	Wildwood Ave.						CFSC				
Cedar St./Hall Ave.	East County Line Rd.	City Limits								RRR	RRR	
Cedar St.	Hall Ave.	Wildwood Ave.								RRR	RRR	
Five Oaks Lane	Oakridge Dr.	Birchwood Lane				CFSC						
Hall Ct.	Hall Ave.	Center of cul-de-sac						CFSC				
Iris St.	Wildwood Ave.	Lake Ave.						CFSC				
Jay St.	Hall Ave.	Center of cul-de-sac						CFSC				
Lake Ave.	Wildwood Ave.	Iris St.						CFSC				
Lake Ave.	Iris St.	End of St.						CFSC				
Lakewood Lane	Lake Ave.	End of St.						CFSC				
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.				CFSC						
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac				CFSC						
Oakview Court	Oakridge Dr.	Center of cul-de-sac						CFSC				
Oakhill Court	Oakridge Dr.	Center of cul-de-sac				CFSC						
Owl St.	Wildwood Ave.	End of St.						CFSC				
Rice/Rosa Lane	Birchwood Ave.	End of St.						CFSC				
White Pine Lane	Hall Ave.	Center of cul-de-sac						CFSC				
Wildwood Ave.	East County Line Rd.	Owl St.					CFSC					
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.					CFSC					
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.					CFSC					
Wildwood Ave	Lake Ave.	Iris St.					CFSC					
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.					CFSC					
Estimated Yearly Construction Cost			\$ -	\$ -	\$ -	\$ 100,466	\$ 83,213	\$ 92,760	\$ -	\$ 397,834	\$ 397,834	
Annual Revenue			\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
Cash Flow			\$ 456,601	\$ 606,601	\$ 756,601	\$ 806,135	\$ 872,922	\$ 930,162	\$ 1,080,162	\$ 832,328	\$ 584,494	

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2031.



LEGEND

- 2024
- 2025
- 2026
- 2027
- 2028-2029
- 2030
- 2031-2032
- BEYOND 2032
- CITY LIMITS

H:\BIRCHWOOD\CI_MN\01\131473\CAD\CSD\FGR-131473_CIP Layouts.dwg 4/16/2024 9:30:20 AM

Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 2

STREET SEGMENT	FROM	TO	Reconstruction Year												
			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Birch St.	Birchwood Ave.	End of St.			CFSC									CFSC	
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.		M+O								CFSC			
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.		M+O								CFSC			
Birchwood Ave.	End of St.	City Limits/End of St.										CFSC			
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac		M+O								CFSC			
Birchwood Lane	East County Line Rd.	Wildwood Ave.												CFSC	
Cedar St./Hall Ave.	East County Line Rd.	City Limits								M+O	M+O				CFSC
Cedar St.	Hall Ave.	Wildwood Ave.			CFSC										CFSC
Five Oaks Lane	Oakridge Dr.	Birchwood Lane	RRR									CFSC			
Hall Ct.	Hall Ave.	Center of cul-de-sac			CFSC									CFSC	
Iris St.	Wildwood Ave.	Lake Ave.			CFSC									CFSC	
Jay St.	Hall Ave.	Center of cul-de-sac			CFSC									CFSC	
Lake Ave.	Wildwood Ave.	Iris St.						CFSC						CFSC	
Lake Ave.	Iris St.	End of St.			CFSC									CFSC	
Lakewood Lane	Lake Ave.	End of St.			CFSC									CFSC	
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.	RRR									CFSC			
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac							M+O			CFSC			
Oakview Court	Oakridge Dr.	Center of cul-de-sac							CFSC					CFSC	
Oakhill Court	Oakridge Dr.	Center of cul-de-sac	M+O									CFSC			
Owl St.	Wildwood Ave.	End of St.			CFSC									CFSC	
Rice/Rosa Lane	Birchwood Ave.	End of St.			CFSC									CFSC	
White Pine Lane	Hall Ave.	Center of cul-de-sac			CFSC									CFSC	
Wildwood Ave.	East County Line Rd.	Owl St.								M+O				CFSC	
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.							RRR					CFSC	
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.						RRR						CFSC	
Wildwood Ave	Lake Ave.	Iris St.				RRR								CFSC	
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.												CFSC	

Estimated Yearly Construction Cost	\$ 117,658	\$ 102,151	\$ 67,614	\$ 168,667	\$ 76,389	\$ 96,322	\$ 97,120	\$ 99,820	\$ 99,820	\$ 100,466	\$ 83,213	\$ 92,760	\$ 91,400
Annual Revenue	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Cash Flow	-\$17,658	-\$19,809	\$12,577	-\$56,090	-\$32,479	-\$28,801	-\$25,921	\$24,260	\$74,440	\$123,974	\$190,761	\$248,001	\$306,601

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2033 and occur every 7 years.

Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 2

STREET SEGMENT	FROM	TO	Reconstruction Year										
			2037	2038	2039	2040	2041	2042	2043	2044	2045		
Birch St.	Birchwood Ave.	End of St.							CFSC				
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.				CFSC							
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.				CFSC							
Birchwood Ave.	End of St.	City Limits/End of St.				CFSC							
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac				CFSC							
Birchwood Lane	East County Line Rd.	Wildwood Ave.							CFSC				
Cedar St./Hall Ave.	East County Line Rd.	City Limits									RRR	RRR	
Cedar St.	Hall Ave.	Wildwood Ave.									RRR	RRR	
Five Oaks Lane	Oakridge Dr.	Birchwood Lane				CFSC							
Hall Ct.	Hall Ave.	Center of cul-de-sac							CFSC				
Iris St.	Wildwood Ave.	Lake Ave.							CFSC				
Jay St.	Hall Ave.	Center of cul-de-sac							CFSC				
Lake Ave.	Wildwood Ave.	Iris St.							CFSC				
Lake Ave.	Iris St.	End of St.							CFSC				
Lakewood Lane	Lake Ave.	End of St.							CFSC				
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.				CFSC							
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac				CFSC							
Oakview Court	Oakridge Dr.	Center of cul-de-sac							CFSC				
Oakhill Court	Oakridge Dr.	Center of cul-de-sac				CFSC							
Owl St.	Wildwood Ave.	End of St.							CFSC				
Rice/Rosa Lane	Birchwood Ave.	End of St.							CFSC				
White Pine Lane	Hall Ave.	Center of cul-de-sac							CFSC				
Wildwood Ave.	East County Line Rd.	Owl St.					CFSC						
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.					CFSC						
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.					CFSC						
Wildwood Ave	Lake Ave.	Iris St.					CFSC						
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.					CFSC						
Estimated Yearly Construction Cost			\$ -	\$ -	\$ -	\$ 100,466	\$ 83,213	\$ 92,760	\$ -	\$ 397,834	\$ 397,834		
Annual Revenue			\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000		
Cash Flow			\$456,601	\$606,601	\$756,601	\$806,135	\$872,922	\$930,162	\$1,080,162	\$832,328	\$584,494		

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2033 and occur every 7 years.

Endorsing the constitutional amendment to continue funding natural resources

Avery Hildebrand <avery@conservationminnesota.org>

Tue 4/2/2024 2:05 PM

To: Administrator <Andy.Gonyou@cityofbirchwood.com>

Hello Andy,

Minnesotans love the Great Outdoors and have a history of standing up to preserve and protect it. Over 30 years ago, 77% of Minnesotans voted in favor of using a portion of State Lottery proceeds to build the [Environment & Natural Resources Trust Fund \(ENRTF\)](#). Since then, over \$800 million has been invested to help restore and protect our water, land, and wildlife. **Cities across the state have benefitted from these funds**—projects include a trail and bicycle bridge on the Otter Tail River in Fergus Falls, shoreline restoration in Champlin, and money to acquire land for a state trail extension in Harmony.

In November, Minnesotans will have the opportunity to vote to continue this policy for another 25 years, keeping state lottery funds at work supporting clean lakes, healthy forests, and outdoor recreation. Without passage of the constitutional amendment that has been placed on the 2024 ballot, the ENRTF will lose its only source of income.

Please consider filling out this endorsement form - <https://forms.gle/bVvyxt1NrPfnk8VA9>

We welcome the support of all businesses, local governments, organizations, and nonprofits—including 501(c)(3) organizations. Our work to build support for the constitutional amendment to reauthorize the lottery dedication to the ENRTF is nonpartisan, and it will not advocate for or against any candidate. 501(c)(3) organizations may support this effort up to their applicable direct lobbying limits.

If you would like a draft resolution, have any questions, or would like to discuss, please don't hesitate to reach out – avery@conservationminnesota.org, (612) 767-1572.

Thank you,
Avery

Avery Hildebrand

he / him / his

Public Land & Outdoor Recreation Program Manager

CONSERVATION MINNESOTA VOTER CENTER

desk **612.767.1572** mobile **612.219.6606**

1101 West River Parkway, Suite 250

Minneapolis, MN 55415

cmvotercenter.org

To further our mission and maximize the productivity and well-being of our staff, Conservation Minnesota Voter Center is leading our sector by moving to a Monday–Thursday work week.

Organization Endorsement

Minnesotans love the Great Outdoors and have a history of standing up to preserve and protect it.

Over 30 years ago, 77% of Minnesotans voted in favor of using a portion of Minnesota State Lottery proceeds to build the Environment & Natural Resources Trust Fund (ENRTF). Since then, over \$900 million has been invested to help restore and protect our water, land, and habitat.

In November, Minnesota voters will have the opportunity to vote to continue this policy for another 25 years, keeping state lottery funds at work supporting clean lakes, healthy forests, and outdoor recreation. Without passage of the constitutional amendment that has been placed on the 2024 ballot, the ENRTF will lose its only income source.

"Minnesotans for Our Great Outdoors" has been created to build a representative coalition of Minnesotans to support the ballot measure. Please fill out the form below if your organization would like to endorse the ballot measure and to receive updates from the campaign.

bwvcityhall@gmail.com Switch account



The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

* Indicates required question

Email *

Your email



Name (first and last) *

Your answer

Organization *

Your answer

Phone

Your answer

We can help the campaign by

- Being a spokesperson to local media outlets
- Informing our membership and networks with important communications about the campaign
- Hosting an information session

Please upload your organization's logo so we can feature it on our website or send it to info@mngreatoutdoors.org

 Add file

Send me a copy of my responses.



Submit

Clear form

**2024
GRANT AGREEMENT
FOR
MUNICIPAL RECYCLING GRANT DISTRIBUTION**

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Birchwood Village, 207 Birchwood Avenue, Birchwood MN, 55110, hereinafter referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term:

The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2024.

2. The County's Obligations:

The County will pay the Grantee an amount of up to \$3,192.00 which is to be used for recycling program expenses in 2024. Payment will be within 60 days of execution of this Agreement.

3. The Grantee's Obligations:

- a. The Grantee agrees to follow their 2024 Municipal Recycling Grant Application and the guidelines therein (Exhibit A).
- b. The Grantee will use all recycling grant money received in 2024 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.
- c. The Grantee shall sign and return this Agreement to the County by July 1, 2024. Failure to do so will result in a reduction or loss of grant funds.
- d. The Grantee agrees to support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- e. The Grantee will prepare and submit annual work plan project reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31st of the year following the reporting period. The annual reports are available on the County's Municipal Recycling Grant Application and Reporting software (Re-TRAC Connect).
- f. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste generated by city/township government activities (including city/town halls, public

works buildings, parks, and for city/townships that arrange for waste services on behalf of their residents) shall be delivered to the Ramsey/Washington Recycling and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

- g. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178 or its replacement, Ordinance #194, effective July 1st, 2014. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of grant funds.

4. Indemnification and Insurance:

- a. The Grantee agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor/Consultant in the performance of this agreement.
- b. The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:
 - 1. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
 - 2. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
 - 3. Worker's Compensation in statutory amount. (if applicable)

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Contractor will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with the County throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with the County shall be a substantial breach of the Contract and payments on the Contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

5. Data Practices:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

6. Condition Subsequent:

It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. Records Availability and Retention:

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement.

Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

8. Independent Contractor:

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

9. Nondiscrimination:

The Grantee agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Grantee's failure to comply with this requirement may result in cancellation or

termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract

10. Firearms Prohibited:

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

11. Noncompliance by Grantee:

If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

12. Termination:

This Agreement may be canceled by either party upon thirty (30) days written notice. Notice to the Cities shall be mailed to the City Administrator or to the City Clerk if there is no Administrator. Notice to Townships shall be mailed to the Township Clerk. Notice shall be sent to the official business address of the City or Township. Notice to the County shall be mailed to: Department of Public Health and Environment, 14949 62nd Street N, PO Box 6, Stillwater, MN 55082-0006.

13. Merger and Modification:

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

14. Force Majeure Events:

For purposes of this agreement, "Force Majeure" refers to an event that by its nature is unforeseen, or, if it was foreseen, was beyond reasonable control by either party. With a Force Majeure event, the parties agree to 1) make an attempt to reschedule any such municipally planned events impacted included but not limited to community clean-ups, collection events, planned performances, and promotional campaigns, or 2) substitute the impacted event with other acceptable recycling efforts as outline in Exhibit A of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE

BY: _____

TITLE: _____

DATE: _____

WASHINGTON COUNTY

BY: _____

David Brummel, Director
Department of Public Health
and Environment

DATE: _____

APPROVED AS TO FORM

BY: _____

Ass't Washington Co. Attorney

DATE: _____

2024 Municipal Recycling Grant Guidelines

Municipalities in Washington County are responsible for establishing and maintaining municipal recycling programs. The County provides educational, financial and technical assistance to local governments to aid these programs. The County's municipal recycling grant program assists municipalities with recycling program expenses.

Grant funding levels are dependent on municipality household counts and recycling program activities. Municipalities are encouraged to apply for the maximum level of funding. Four levels of grant funding are available:

1. Base Funding: funding to cover administrative and program expenses to sustain existing programs and covers the BASIC category of the recycling continuum. Base funding is dependent on the number of households in a community.
2. Project Funding: funding to target specific grant projects that are related to achieving recycling goals and covers projects contained in the IMPROVED and ADVANCED categories of the recycling continuum.
3. Incentive Funding: funding for one-time special projects or purchases that cannot be covered with project funding. Project funding shall be used for before incentive funding is applied for.
4. Shared Resources Funding: funding for collaboration among multiple municipalities.

I. Eligibility Requirements

To receive funding through the Washington County municipal recycling grant program, municipalities must meet the following eligibility requirements:

1. A municipality's curbside recycling program shall be established by; 1) ordinance, 2) contracted with a hauler, or 3) a hauler be licensed to operate within the municipality.
2. Municipality must support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, as needed.
3. All multi-unit dwellings (4 or more units) must have recycling service available.
4. At a minimum, the municipality must meet or plan to meet the components under the BASIC category of the recycling continuum (see page 8).
5. At a minimum, municipal staff must participate in two recycling coordinator meetings and one meeting with PHE staff per year to develop the grant project work plan(s).
6. Supply Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law (if applicable).
7. Submit completed previous grant cycle expenditures and project final reports.
8. Submit complete application and project(s) form, as applicable.
 - ☐ Complete projects and performance measures outlined on the application or return funds for incomplete projects.
9. Continue to make progress along the municipal recycling performance continuum.

Washington County, on behalf of State requirements, reserves the right to withhold any and all funding from municipalities for; 1) failure to report on previous grant activities of a municipality (not in good effort), 2) failure to complete application and project work plans and 3) failure to not actively engaging with PHE staff in grant funding activities and the execution of projects.

II. Funding Application

Municipalities must complete a funding application by February 29th, 2024, to receive grant funding. Applications and yearly work plan(s) must be submitted using Re-TRAC Connect.

III. Grant Funding Allocation

Funding is separated into four (4) categories:

1. **Base funding:** funding for activities that sustain the municipalities existing recycling program. This includes funding for administration of a recycling ordinance, resident questions, completing the municipal grant application, work plan(s) and annual report, residential recycling information, website maintenance, and meeting the BASIC category of the continuum, which can be found on page 8. The table below shows how base funding is determined for each community.

# of Households	Eligible Amount for Base Funding
<450	\$1,500.00
451-1000	\$2,500.00
1001-2000	\$5,000.00
2001-5000	\$10,000.00
5001-10000	\$20,000.00
≥10000	\$30,000.00

Note: household data is retrieved from the Metropolitan Council’s most recent population estimates. These estimates are the official population and household estimates for state government purposes, including how local government aid (LGA) and local street aid allocations are determined. Previous year estimates are prepared the following year and certified by July 15.

2. **Project funding:** funding to develop and implement new or expanded recycling projects that encourage movement along the recycling continuum in the IMPROVED and ADVANCED categories, found on page 8. A municipality is eligible to receive \$0.50/household/project. A municipality may qualify for up to four projects per year.
3. **Incentive funding:** one-time special project funding for large purchases that cannot be covered with project funding. Incentive funding can be applied for after the February 29th grant application deadline so long as the municipality meets to discuss with PHE staff. Funding can be requested and utilized at any time during the 2024 grant cycle.

4. **Shared Resource funding:** this is targeted to fund collaborations among municipalities. Municipalities participating in shared resource funding must designate one municipality to act as representative and fiscal agent to be liaison with the county.

IV. Eligible Expenses

Grant funds are used for the following expenses and are subject to approval by PHE staff:

1. **Administrative (maximum of 75% of County grant funds)**
 - Salary and legal costs of personnel only while directly working on, part time or full time, the planning, implementation and promotion of eligible activities.
 - Salaries, benefits and mileage for consultant services or temporary help with prior written approval from PHE and must be related to eligible activities.
 - County-approved educators, performers, and municipal staff who help implement required education activities using County toolkits and standardized messaging.
2. **Capital Expenses**
 - Event recycling containers
 - Public space recycling containers
 - Recycling containers and education for municipally owned/operated buildings and internal spaces
 - Resident-only municipal food scraps drop-off site
3. **Public Education and Promotion***
 - Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication promotional items reaching at least 1% of a community's population
 - Disseminating Washington County flyers, brochures, newsletters, posters, advertisements, videos, billboards, audio (radio, video, television, theatre) electronic (website and e-news) and other communication promotional items
 - Development of promotional materials for a community event such as a clean-up day or road clean up event
 - The percentage of cost for a municipality's newsletter devoted to recycling
 - Environmental commissions and related expenses directly related to recycling and waste education (maximum of 25% of County grant funds)
4. **Singular Item Collection**
 - Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication specific to the collection of a specific item or material.*
 - Disposal costs of items collected for recycling or reuse at special collection events by an approved County vendor
5. **Other**
 - Yard waste, recycling, or composting project
 - Reuse projects and promotion
 - Other expenses with prior written approval from the PHE

*Municipalities should reference [MN State Statute 16C.073](#) for purchasing of paper for print materials.

V. Ineligible Expenses

Ineligible expenses are considered the following and subject to review by PHE:

1. Permanent, single sort, year-round recycling drop-off locations
2. Disposal expenses for community clean up events or road cleanup activities where specific items are not directed to recycling or reuse
3. Expenses for non-waste abatement, such as energy or ground water
4. Ongoing recycling or garbage service fees (collection, processing, transportation)
5. Costs for office equipment and supplies
6. Street sweeping expenses
7. Beautification projects or rain gardens
8. Lobbying and legal expenses
9. Food or refreshments
10. Funding currently budgeted or being provided by applicant

VI. Standard List of Residential Curbside Recyclables to Be Collected Curbside for Single Sort Collection

PHE created the list of standard recyclable materials to be collected curbside after researching current materials collected curbside by haulers as well as the availability of viable end markets for those materials. This list covers only the **minimum** materials recommended for residential curbside collection. A municipality may require the collection of additional recyclable materials. A municipality may choose how to enforce such as through ordinance or hauler licensing. The Standard List of Residential Curbside recyclables can be found at the link below.

[Washington County Standard List of Residential Curbside Recyclables](#)

This standard list of recyclables for single sort recycling collection will be periodically reviewed and updated by PHE as additional materials and end markets become available. PHE may add materials to this list and require municipalities to begin collection of the new materials within one year of receiving notification from the PHE.

VII. Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law

As a condition of eligibility for the Washington County Municipal Recycling Grant funds, pursuant to Minnesota Statutes 115A.46, subd. 5 and 115A.471, all waste generated by municipal government activities, including, but not limited to city/town halls, public works buildings, parks, etc., and waste arranged or waste contract for on behalf of its residents (such as organized garbage collection), must be managed in accordance with the County's Solid Waste Management Plan and delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of the Municipal Recycling Grant Agreement.

VIII. Reporting

1. Hauler Reporting

The Minnesota Pollution Control Agency (the State) will collect tonnage reports directly from haulers on behalf of counties and municipalities. Reports will be collected on a quarterly basis and will have tonnage amounts for MSW/garbage, recycling and source separated organics listed for each county. To ensure data is provided to the State quarterly, municipalities are expected to continue their role in enforcing hauler compliance through existing ordinances, contracts or licenses with haulers. Municipalities are expected to exercise punitive actions, if needed. The final, compiled hauler reports will be available on the County’s Re-TRAC Connect system for municipality’s to view after the reporting period has closed.

2. Annual Work Plan Project Status Reports

Municipalities receiving funding through the Washington County municipal recycling grant program must complete annual work plan project status reports. The annual report is a measure of a municipality’s progress towards meeting components on the recycling continuum and on program expenditures. Annual reports must be completed by the municipality receiving the grant by January 31st of each year using the County’s Re-TRAC Connect system.

- **Work plan project status report:**
 - project completion (yes/no)
 - performance measurements (minimum of 3 forms of measurement, as identified in work plan, should be reported)
 - description of information helpful to other municipalities desiring to replicate projects

3. Final Program Expenditures Report

Municipalities receiving funding through the Washington County municipal recycling grant program must complete final program expenditures report at the end of the grant term. Reports must be completed to receive funding in future grant cycles. Components to be included in the final report includes the following:

- **Program expenditures:** *Total program expenditures must equal total program revenue.*
 - Administrative costs including
 1. Direct salaries
 2. Direct membership, training, subscriptions
 3. Consultant services and or temporary help
 4. Promotion
 5. Design, printing and postage
 6. Advertisements/Videos/Promotional items
 7. Special events
 8. Other (list and describe)
 - **Capital Costs**
 - **Collection Costs** (grant funds cannot be used for collection costs)
 - **Other**
- For each line item on the report’s expenditures sheet, indicate:
 - Total County grant funds used
 - City/Township funds contributed
 - % of County grant used for particular line item
 - Total expenditures

IX. Recycling Performance

A municipality's performance will be evaluated based on information from the annual work plan project status reports, and reasonable effort towards reaching outcomes from work plan activities implemented and progression along the recycling continuum. PHE reserves the right to request documentation for information submitted.

Failure by a municipality to demonstrate measurable progress towards one or more of the work plan goals will result in a Recycling Improvement Plan be submitted 90 days of being notified by PHE. The Plan must be negotiated with PHE and specify the efforts that will be undertaken by the municipality to improve its recycling program to achieve the identified goal in the work plan by implement strategies agreed upon by municipal staff and PHE. The plan should focus on components of the recycling continuum. Funding will be withheld until the municipality's Plan is completed and approved by PHE.

X. County Responsibilities

The county will be responsible for the following:

1. Grant documents

PHE will provide the grant application and work plan by January 1st for each municipality to use to request grant funding and to develop project work plans. PHE will also provide the report for municipalities to report on their recycling program. Annual reports are available year round.

2. Meetings

PHE staff will host quarterly recycling coordinator meetings and will make meeting materials available on the [City Recycling Resources](#) webpage on the County's website. PHE staff will also coordinate individual work plan meetings with each municipality to identify grant projects.

3. Technical assistance

PHE staff will help identify if and how additional technical assistance is needed.

4. Payments

Grant payment will be made in one installment, which is to be used for recycling program expenses in 2024. The payment will be made within 60 days of execution of the Recycling Grant Agreement.

5. Recycling tonnages

Recycling tonnages for each municipality will be collected by the Minnesota Pollution Control Agency (the State) from the community's recycling hauler(s) on a bi-annual basis. Reports are available by request.

6. Residential recycling survey

If requested, PHE will develop a survey on residents' recycling knowledge and behavior for municipalities to promote and distribute regularly.

7. Online recycling information and best practices

PHE will maintain the [City Recycling Resources](#) webpage on the County's website for use by municipal staff to obtain information on recycling best practices, track recycling coordinator meetings and access templates and other educational information designed specifically for use by municipalities.

8. Commercial Recycling

PHE has a separate funding mechanism to promote and support recycling in the commercial sector. This program is called BizRecycling and more information can be found at www.bizrecycling.com.

9. Recycling in multi-unit dwelling (4+ units)

PHE has a separate funding mechanism to promote and support recycling in multi-unit dwellings. More information and ways to access this program can be found on www.bizrecycling.com.

Supplemental documents required upon application submittal:

1. Updated waste and recycling ordinance(s) (if applicable)
2. Updated waste and recycling contract(s) (if applicable)
3. City/Township council meeting minutes discussing/approving updated ordinances/contracts (if applicable)
4. Verification of public entities law (MN Statute 115.471 and 115A.46) (if applicable)
5. A certificate of insurance indicating the municipalities' general liability limits as indicated in Section 4 of the Agreement. *Please include certificate with the application.*

Washington County Municipal Recycling Grant Continuum

BASIC	IMPROVED	ADVANCED
Administrative		
Actively participate in municipal recycling grant program	Engage in professional development around recycling best practices	Provide professional development opportunities to municipal leadership and staff on recycling best practices
Participate in a minimum of two recycling coordinator meetings per year	Develop partnerships within the community to create more widespread knowledge of recycling best practices	Establish partnerships with other municipalities
Establish a curbside recycling program by ordinance or contract	Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements	Update solid waste/recycling ordinance and/or contract with county assistance to expand and require recycling best practices
Require collection of standard list of recyclables	Support community wide efforts to increase recycling of non-standard items	Adopt municipal policies to support waste reduction, reuse, and recycling for non-standard items
Support state efforts in obtaining hauler reports through ordinance, contract or license requirements		
Capital Expenses		
Establish signage or updated signage for collection best practices	Replace worn/torn/missing signage	Establish municipal drop locations for use by residents for items not available for curbside pick-up
Provide recycling in municipally owned/operated public spaces	Expand recycling in municipally owned/operated public spaces	Establish permanent-away-from-home recycling opportunities, such as fairs, parks, athletic fields, arenas, and recreation centers
Provide recycling in municipally owned/operated buildings (non-public facing)	Expand recycling in municipally owned/operated facilities (non-public facing)	Establish programs that target reuse
Education & Information		
Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county	Improve information on municipal web page to encourage waste reduction and reuse	Provide recycling and waste information to all new residents in the community
Share designated county created communications	Encourage backyard composting and provide information on county's compost bin/rain barrel sales	Establish recycling targets for the community
Update county resources as shared by the county	Encourage special events in community to utilize the county's special event resources	Encourage special events in the community to utilize municipal-owned special event resources (ex. Clear Streams)
Reach 1% of resident population with municipal waste and recycling information and programs	Encourage reuse opportunities and provide outreach on environmental benefits of reuse	Establish reuse incentive programs or equipment library
Reach 1% of resident population with information on the Ramsey/Washington Food Scrap Pickup Program	Encourage participation in the Ramsey/Washington Food Scrap Pickup Program	Provide recycling and food scrap containers for events hosted or sponsored by the municipality or located on public property
Multi-Unit Dwellings		
Ensure all multi-unit dwellings (4 or more units) have recycling services available	Provide educational materials to interested properties and refer property managers to Washington County staff	Target education to specific multi-units and/or property managers
	Coordinate targeted information /events for multi-units	Host clean-up events for multi-units based on multi-unit turnover

Work plan projects - Year 1

Cycle: *Project 1 - Year 1* | Year: *2024* | Status: *Verified*

Member Name: *Birchwood*

Project title: *

Ordinance Review

Project description: Please describe the project objective and the action steps expected to be completed and identify the name and title of all staff involved in the project. *

Review the current city ordinance and do updates as necessary to ensure the information is up to date with garbage and recycling recommendations.

Is this a new activity or are you enhancing an existing effort? *

- New activity
 Existing effort

Please select all project categories that apply: *

- | | | |
|---|---|---|
| <input type="checkbox"/> Household Hazardous Waste (HHW) | <input type="checkbox"/> Community Clean-Up | <input type="checkbox"/> Composting |
| <input type="checkbox"/> Newsletter/Green Guide/Other Publication | <input type="checkbox"/> Online Waste/Recycling Information | <input type="checkbox"/> Other Promotion |
| <input checked="" type="checkbox"/> Program Administration (ordinance, license, contract) | <input type="checkbox"/> Promotion of County Programs | <input type="checkbox"/> Promotion of Rethink Recycling |
| <input type="checkbox"/> Recycling Incentive/Awards Program | <input type="checkbox"/> Recycling Promotion at Community Event | <input type="checkbox"/> School Recycling Program |
| <input type="checkbox"/> Recycling collection at community event | <input type="checkbox"/> Green Event | <input type="checkbox"/> Toxicity Reduction |
| <input type="checkbox"/> Social Media | <input type="checkbox"/> Reuse | <input type="checkbox"/> Waste Reduction |
| <input type="checkbox"/> Public space recycling | | |

Check at least 1

Which component(s) does/will this project address on the Recycling Continuum? *

- Basic
 Improved
 Advanced

BASIC

Administrative

- Actively participate in municipal recycling grant program

- Participate in a minimum of two recycling coordinator meetings per year
- Establish a curbside recycling program by ordinance or contract
- Require collection of standard list of recyclables updated annually by the county
- Support state efforts in obtaining hauler reports through ordinance, contract or license requirements

Capital Expenses

- Establish signage or updated signage for collection best practices
- Provide recycling in municipally owned/operated public spaces
- Provide recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county
- Share designated county created communications
- Update county resources as shared by the county
- Reach 1% of resident population with municipal waste and recycling information and programs

Multi-Unit Dwellings

- Ensure all multi-unit dwellings (4 or more units) have recycling services available

IMPROVED

Administrative

- Engage in professional development around recycling best practices
- Develop partnerships within the community to create more widespread knowledge of recycling best practices
- Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements
- Support community wide efforts to increase recycling of non-standard items

Capital Expenses

- Replace worn/torn/missing signage
- Expand recycling in municipally owned/operated public spaces
- Expand recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Improve information on municipal web page to encourage waste reduction and reuse
- Encourage backyard composting and provide information on county's compost bin/rain barrel sales
- Encourage special events in community to utilize the county's special event resources

Multi-Unit Dwellings

- Provide educational materials to interested properties and refer property managers to Washington County staff
- Coordinate targeted information/events for multi-units

ADVANCED

Administrative

- Provide professional development opportunities to municipal leadership and staff on recycling best practices
- Establish partnerships with other municipalities
- Update solid waste/recycling ordinance and/or contract with county assistance to expand and require recycling best practices
- Adopt municipal policies to support waste reduction, reuse, and recycling for non-standard items

Capital Expenses

- Establish municipal drop locations for use by residents for items not available for curbside pick-up
- Establish permanent away from home recycling opportunities, such as fairs, parks, athletic fields, arenas, and recreation centers
- Establish programs that target reuse

Education & Information

- Provide recycling and waste information to all new residents in the community
- Establish recycling targets for the community
- Encourage special events in the community to utilize municipal-owned special event resources (ex. Clear Streams)
- Provide recycling and food scrap containers for events hosted or sponsored by the municipality or located on public property
- Establish reuse incentive programs or equipment library

Multi-Unit Dwellings

- Target education to specific multi-units and/or property managers
- Host clean-up events for multi-units based on multi-unit turnover

1. Project start date: *

01/01/2024

2. Project end date: *

12/31/2024

3. Please describe if and how a consultant may be needed for technical assistance.

Paper * Metal * Glass * Plastic #1 (PET) * Plastic #2 (HDPE) * Plastic #3 (PVC) * Plastic #4 (LDPE) * Plastic #5 (PP) * Plastic #6 (POLYSTYRENE) * Plastic #7 (MIXED PLASTICS) * Cartons * Source Separated Food Scraps * Major Appliances * Electronics

4. Targeted recyclable materials, if applicable:

- | | | |
|---|--|---|
| <input type="checkbox"/> Paper | <input type="checkbox"/> Metal | <input type="checkbox"/> Glass |
| <input type="checkbox"/> Plastic #1 (PET) | <input type="checkbox"/> Plastic #2 (HDPE) | <input type="checkbox"/> Plastic #3 (PVC) |

- Plastic #4 (LDPE)
- Plastic #5 (PP)
- Plastic #6 (Polystyrene)
- Plastic #7 (Mixed Plastics)
- Cartons
- Source Separated Organics
- Major Appliances
- Electronics
- Clothing & Textiles
- Vehicle Batteries
- Used Tires
- Used Oil
- Used Oil Filters
- Antifreeze
- Fluorescent/HID lamps
- Film plastics
- Mattresses
- Bulky rigid plastics
- Household goods

5. Identify a minimum of 3 forms of performance measures, such as but not limited to: *

- a. Amount collected/recycled at event
- b. Number of residents impacted or reached
- c. Diversion or recycling rate
- d. % change in knowledge or behavior
- e. % of new residents reached
- f. Other
- g. Other
- h. Other

Describe other:

Ordinance gets updated

Estimated Expenditures

1. Administrative

Direct Salaries

County Share:	Municipality share:	Total expenditures:
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

Direct membership, training, subscriptions

County Share:	Municipality share:	Total expenditures:
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

Consultant services and/or temporary help

County Share:	Municipality share:	Total expenditures:
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

Other

County Share:	Municipality share:	Total expenditures:
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

2. Promotion

Design, printing, postage

County Share:

Municipality share:

Total expenditures:

Advertisements

County Share:

Municipality share:

Total expenditures:

Videos

County Share:

Municipality share:

Total expenditures:

Promotional items

County Share:

Municipality share:

Total expenditures:

Special events (ie clean up days)

County Share:

Municipality share:

Total expenditures:

1. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

2. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Capitol Costs

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4. Collection Costs

Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>

Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>

Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>

5. Other

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Expenditures:

Once you click 'Save' below, you will see a popup with two options.
If you need to return later to enter more data, click 'Save as Draft'.

If you have entered all data, click 'Mark as Complete'. This will lock the data for review by the Washington County administrators.

Created: Jan 3, 2024 at 10:47 AM CST

Rebecca Kellen

info@cityofbirchwood.com

Last Updated: Jan 4, 2024 at 10:23 AM CST

Max Dalton

max.dalton@co.washington.mn.us

Work plan projects - Year 1

Cycle: *Project 2 - Year 1* | Year: *2024* | Status: *Verified*

Member Name: *Birchwood*

Project title: *

Bins in Parks and at City Hall

Project description: Please describe the project objective and the action steps expected to be completed and identify the name and title of all staff involved in the project. *

The city will work with the county to determine if the parks and city hall need more bins.

Is this a new activity or are you enhancing an existing effort? *

- New activity
 Existing effort

Please select all project categories that apply: *

- | | | |
|--|---|---|
| <input type="checkbox"/> Household Hazardous Waste (HHW) | <input type="checkbox"/> Community Clean-Up | <input type="checkbox"/> Composting |
| <input type="checkbox"/> Newsletter/Green Guide/Other Publication | <input type="checkbox"/> Online Waste/Recycling Information | <input type="checkbox"/> Other Promotion |
| <input type="checkbox"/> Program Administration (ordinance, license, contract) | <input type="checkbox"/> Promotion of County Programs | <input type="checkbox"/> Promotion of Rethink Recycling |
| <input type="checkbox"/> Recycling Incentive/Awards Program | <input type="checkbox"/> Recycling Promotion at Community Event | <input type="checkbox"/> School Recycling Program |
| <input type="checkbox"/> Recycling collection at community event | <input type="checkbox"/> Green Event | <input type="checkbox"/> Toxicity Reduction |
| <input type="checkbox"/> Social Media | <input type="checkbox"/> Reuse | <input checked="" type="checkbox"/> Waste Reduction |
| <input checked="" type="checkbox"/> Public space recycling | | |

Check at least 1

Which component(s) does/will this project address on the Recycling Continuum? *

- Basic
 Improved
 Advanced

BASIC

Administrative

- Actively participate in municipal recycling grant program

- Participate in a minimum of two recycling coordinator meetings per year
- Establish a curbside recycling program by ordinance or contract
- Require collection of standard list of recyclables updated annually by the county
- Support state efforts in obtaining hauler reports through ordinance, contract or license requirements

Capital Expenses

- Establish signage or updated signage for collection best practices
- Provide recycling in municipally owned/operated public spaces
- Provide recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county
- Share designated county created communications
- Update county resources as shared by the county
- Reach 1% of resident population with municipal waste and recycling information and programs

Multi-Unit Dwellings

- Ensure all multi-unit dwellings (4 or more units) have recycling services available

IMPROVED

Administrative

- Engage in professional development around recycling best practices
- Develop partnerships within the community to create more widespread knowledge of recycling best practices
- Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements
- Support community wide efforts to increase recycling of non-standard items

Capital Expenses

- Replace worn/torn/missing signage
- Expand recycling in municipally owned/operated public spaces
- Expand recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Improve information on municipal web page to encourage waste reduction and reuse
- Encourage backyard composting and provide information on county's compost bin/rain barrel sales
- Encourage special events in community to utilize the county's special event resources

Multi-Unit Dwellings

- Provide educational materials to interested properties and refer property managers to Washington County staff
- Coordinate targeted information/events for multi-units

ADVANCED

Administrative

- Provide professional development opportunities to municipal leadership and staff on recycling best practices
- Establish partnerships with other municipalities
- Update solid waste/recycling ordinance and/or contract with county assistance to expand and require recycling best practices
- Adopt municipal policies to support waste reduction, reuse, and recycling for non-standard items

Capital Expenses

- Establish municipal drop locations for use by residents for items not available for curbside pick-up
- Establish permanent away from home recycling opportunities, such as fairs, parks, athletic fields, arenas, and recreation centers
- Establish programs that target reuse

Education & Information

- Provide recycling and waste information to all new residents in the community
- Establish recycling targets for the community
- Encourage special events in the community to utilize municipal-owned special event resources (ex. Clear Streams)
- Provide recycling and food scrap containers for events hosted or sponsored by the municipality or located on public property
- Establish reuse incentive programs or equipment library

Multi-Unit Dwellings

- Target education to specific multi-units and/or property managers
- Host clean-up events for multi-units based on multi-unit turnover

1. Project start date: *

01/01/2024

2. Project end date: *

12/31/2024

3. Please describe if and how a consultant may be needed for technical assistance.

The county will connect with waste wise to do the assessment.

Paper * Metal * Glass * Plastic #1 (PET) * Plastic #2 (HDPE) * Plastic #3 (PVC) * Plastic #4 (LDPE) * Plastic #5 (PP) * Plastic #6 (POLYSTYRENE) * Plastic #7 (MIXED PLASTICS) * Cartons * Source Separated Food Scraps * Major Appliances * Electronics

4. Targeted recyclable materials, if applicable:

- | | | |
|--|---|--|
| <input type="checkbox"/> Paper | <input type="checkbox"/> Metal | <input checked="" type="checkbox"/> Glass |
| <input checked="" type="checkbox"/> Plastic #1 (PET) | <input checked="" type="checkbox"/> Plastic #2 (HDPE) | <input checked="" type="checkbox"/> Plastic #3 (PVC) |

- Plastic #4 (LDPE)
- Plastic #7 (Mixed Plastics)
- Major Appliances
- Vehicle Batteries
- Used Oil Filters
- Film plastics
- Household goods
- Plastic #5 (PP)
- Cartons
- Electronics
- Used Tires
- Antifreeze
- Mattresses
- Plastic #6 (Polystyrene)
- Source Separated Organics
- Clothing & Textiles
- Used Oil
- Fluorescent/HID lamps
- Bulky rigid plastics

5. Identify a minimum of 3 forms of performance measures, such as but not limited to: *

- a. Amount collected/recycled at event
- b. Number of residents impacted or reached
- c. Diversion or recycling rate
- d. % change in knowledge or behavior
- e. % of new residents reached
- f. Other
- g. Other
- h. Other

Identify up to 5 materials to be collected at event.

1 .

Identify material:

Single Sort Recycling (paper, metal, glass, plastics #1-7, cartons)

Estimated Expenditures

1. Administrative

Direct Salaries

County Share:

Municipality share:

Total expenditures:

Direct membership, training, subscriptions

County Share:

Municipality share:

Total expenditures:

Consultant services and/or temporary help

County Share:

Municipality share:

Total expenditures:

Other

County Share:

Municipality share:

Total expenditures:

2. Promotion

Design, printing, postage

County Share:

Municipality share:

Total expenditures:

Advertisements

County Share:

Municipality share:

Total expenditures:

Videos

County Share:

Municipality share:

Total expenditures:

Promotional items

County Share:

Municipality share:

Total expenditures:

Special events (ie clean up days)

County Share:

Municipality share:

Total expenditures:

1. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

2. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Other promotion

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. Capitol Costs

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4. Collection Costs

Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>

Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>

Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>

5. Other

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Description:	County Share:	Municipality share:	Total expenditures:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Expenditures:

Once you click 'Save' below, you will see a popup with two options.

If you need to return later to enter more data, click 'Save as Draft'.

If you have entered all data, click 'Mark as Complete'. This will lock the data for review by the Washington County administrators.

Created: Jan 3, 2024 at 10:56 AM CST

Rebecca Kellen

info@cityofbirchwood.com

Last Updated: Jan 4, 2024 at 10:23 AM CST

Max Dalton

max.dalton@co.washington.mn.us

Work plan projects - Year 1

Cycle: *Project 3 - Year 1* | Year: *2024* | Status: *Verified*

Member Name: *Birchwood*

Project title: *

Promotional and Educational Materials

Project description: Please describe the project objective and the action steps expected to be completed and identify the name and title of all staff involved in the project. *

Send promotional and educational material about recycling to residents.

Is this a new activity or are you enhancing an existing effort? *

- New activity
 Existing effort

Please select all project categories that apply: *

- | | | |
|--|--|---|
| <input type="checkbox"/> Household Hazardous Waste (HHW) | <input type="checkbox"/> Community Clean-Up | <input type="checkbox"/> Composting |
| <input checked="" type="checkbox"/> Newsletter/Green Guide/Other Publication | <input checked="" type="checkbox"/> Online Waste/Recycling Information | <input type="checkbox"/> Other Promotion |
| <input type="checkbox"/> Program Administration (ordinance, license, contract) | <input checked="" type="checkbox"/> Promotion of County Programs | <input type="checkbox"/> Promotion of Rethink Recycling |
| <input type="checkbox"/> Recycling Incentive/Awards Program | <input type="checkbox"/> Recycling Promotion at Community Event | <input type="checkbox"/> School Recycling Program |
| <input type="checkbox"/> Recycling collection at community event | <input type="checkbox"/> Green Event | <input type="checkbox"/> Toxicity Reduction |
| <input checked="" type="checkbox"/> Social Media | <input type="checkbox"/> Reuse | <input type="checkbox"/> Waste Reduction |
| <input type="checkbox"/> Public space recycling | | |

Check at least 1

Which component(s) does/will this project address on the Recycling Continuum? *

- Basic
 Improved
 Advanced

BASIC

Administrative

- Actively participate in municipal recycling grant program

- Participate in a minimum of two recycling coordinator meetings per year
- Establish a curbside recycling program by ordinance or contract
- Require collection of standard list of recyclables updated annually by the county
- Support state efforts in obtaining hauler reports through ordinance, contract or license requirements

Capital Expenses

- Establish signage or updated signage for collection best practices
- Provide recycling in municipally owned/operated public spaces
- Provide recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county
- Share designated county created communications
- Update county resources as shared by the county
- Reach 1% of resident population with municipal waste and recycling information and programs

Multi-Unit Dwellings

- Ensure all multi-unit dwellings (4 or more units) have recycling services available

IMPROVED

Administrative

- Engage in professional development around recycling best practices
- Develop partnerships within the community to create more widespread knowledge of recycling best practices
- Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements
- Support community wide efforts to increase recycling of non-standard items

Capital Expenses

- Replace worn/torn/missing signage
- Expand recycling in municipally owned/operated public spaces
- Expand recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Improve information on municipal web page to encourage waste reduction and reuse
- Encourage backyard composting and provide information on county's compost bin/rain barrel sales
- Encourage special events in community to utilize the county's special event resources

Multi-Unit Dwellings

- Provide educational materials to interested properties and refer property managers to Washington County staff
- Coordinate targeted information/events for multi-units

1. Project start date: *

01/01/2024

2. Project end date: *

12/31/2024

3. Please describe if and how a consultant may be needed for technical assistance.

[Empty text box for describing consultant needs]

Paper * Metal * Glass * Plastic #1 (PET) * Plastic #2 (HDPE) * Plastic #3 (PVC) * Plastic #4 (LDPE) * Plastic #5 (PP) * Plastic #6 (POLYSTYRENE) * Plastic #7 (MIXED PLASTICS) * Cartons * Source Separated Food Scraps * Major Appliances * Electronics

4. Targeted recyclable materials, if applicable:

- Paper
- Plastic #1 (PET)
- Plastic #4 (LDPE)
- Plastic #7 (Mixed Plastics)
- Major Appliances
- Vehicle Batteries
- Used Oil Filters
- Film plastics
- Household goods
- Metal
- Plastic #2 (HDPE)
- Plastic #5 (PP)
- Cartons
- Electronics
- Used Tires
- Antifreeze
- Mattresses
- Glass
- Plastic #3 (PVC)
- Plastic #6 (Polystyrene)
- Source Separated Organics
- Clothing & Textiles
- Used Oil
- Fluorescent/HID lamps
- Bulky rigid plastics

5. Identify a minimum of 3 forms of performance measures, such as but not limited to: *

- a. Amount collected/recycled at event
- b. Number of residents impacted or reached
- c. Diversion or recycling rate
- d. % change in knowledge or behavior
- e. % of new residents reached
- f. Other
- g. Other
- h. Other

Describe other:

click or open rates of materials sent out

Estimated Expenditures

1. Administrative

Direct Salaries

County Share:

Municipality share:

Total expenditures:

Direct membership, training, subscriptions

County Share:

Municipality share:

Total expenditures:

Consultant services and/or temporary help

County Share:

Municipality share:

Total expenditures:

Other

County Share:

Municipality share:

Total expenditures:

2. Promotion

Design, printing, postage

County Share:

Municipality share:

Total expenditures:

Advertisements

County Share:

Municipality share:

Total expenditures:

Videos

County Share:

Municipality share:

Total expenditures:

Promotional items

County Share:

Municipality share:

Total expenditures:

Special events (ie clean up days)

County Share:

Municipality share:

Total expenditures:

1. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

2. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Capitol Costs

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

4. Collection Costs

Municipality share:

Total expenditures:

Municipality share:

Total expenditures:

Municipality share:

Total expenditures:

5. Other

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

Total Expenditures:

Once you click 'Save' below, you will see a popup with two options.

If you need to return later to enter more data, click 'Save as Draft'.

If you have entered all data, click 'Mark as Complete'. This will lock the data for review by the Washington County administrators.

Created: Jan 3, 2024 at 11:03 AM CST

Rebecca Kellen

info@cityofbirchwood.com

Last Updated: Jan 4, 2024 at 10:23 AM CST

Max Dalton

max.dalton@co.washington.mn.us

Work plan projects - Year 1

Cycle: *Project 4 - Year 1* | Year: *2024* | Status: *Completed*

Member Name: *Birchwood*

Project title: *

Mattress Recycling

Project description: Please describe the project objective and the action steps expected to be completed and identify the name and title of all staff involved in the project. *

Birchwood will work with Second Chance to coordinate mattress recycling collection in conjunction with the collection period happening in other communities.

Is this a new activity or are you enhancing an existing effort? *

- New activity
 Existing effort

Please select all project categories that apply: *

- | | | |
|--|---|---|
| <input type="checkbox"/> Household Hazardous Waste (HHW) | <input type="checkbox"/> Community Clean-Up | <input type="checkbox"/> Composting |
| <input type="checkbox"/> Newsletter/Green Guide/Other Publication | <input type="checkbox"/> Online Waste/Recycling Information | <input type="checkbox"/> Other Promotion |
| <input type="checkbox"/> Program Administration (ordinance, license, contract) | <input type="checkbox"/> Promotion of County Programs | <input type="checkbox"/> Promotion of Rethink Recycling |
| <input type="checkbox"/> Recycling Incentive/Awards Program | <input type="checkbox"/> Recycling Promotion at Community Event | <input type="checkbox"/> School Recycling Program |
| <input type="checkbox"/> Recycling collection at community event | <input type="checkbox"/> Green Event | <input type="checkbox"/> Toxicity Reduction |
| <input type="checkbox"/> Social Media | <input checked="" type="checkbox"/> Reuse | <input checked="" type="checkbox"/> Waste Reduction |
| <input type="checkbox"/> Public space recycling | | |

Check at least 1

Which component(s) does/will this project address on the Recycling Continuum? *

- Basic
 Improved
 Advanced

BASIC

Administrative

- Actively participate in municipal recycling grant program

- Participate in a minimum of two recycling coordinator meetings per year
- Establish a curbside recycling program by ordinance or contract
- Require collection of standard list of recyclables updated annually by the county
- Support state efforts in obtaining hauler reports through ordinance, contract or license requirements

Capital Expenses

- Establish signage or updated signage for collection best practices
- Provide recycling in municipally owned/operated public spaces
- Provide recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county
- Share designated county created communications
- Update county resources as shared by the county
- Reach 1% of resident population with municipal waste and recycling information and programs

Multi-Unit Dwellings

- Ensure all multi-unit dwellings (4 or more units) have recycling services available

IMPROVED

Administrative

- Engage in professional development around recycling best practices
- Develop partnerships within the community to create more widespread knowledge of recycling best practices
- Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements
- Support community wide efforts to increase recycling of non-standard items

Capital Expenses

- Replace worn/torn/missing signage
- Expand recycling in municipally owned/operated public spaces
- Expand recycling in municipally owned/operated buildings (non-public facing)

Education & Information

- Improve information on municipal web page to encourage waste reduction and reuse
- Encourage backyard composting and provide information on county's compost bin/rain barrel sales
- Encourage special events in community to utilize the county's special event resources

Multi-Unit Dwellings

- Provide educational materials to interested properties and refer property managers to Washington County staff
- Coordinate targeted information/events for multi-units

1. Project start date: *

01/01/2024

2. Project end date: *

12/31/2024

3. Please describe if and how a consultant may be needed for technical assistance.

[Empty text box for describing consultant needs]

Paper * Metal * Glass * Plastic #1 (PET) * Plastic #2 (HDPE) * Plastic #3 (PVC) * Plastic #4 (LDPE) * Plastic #5 (PP) * Plastic #6 (POLYSTYRENE) * Plastic #7 (MIXED PLASTICS) * Cartons * Source Separated Food Scraps * Major Appliances * Electronics

4. Targeted recyclable materials, if applicable:

- Paper
- Plastic #1 (PET)
- Plastic #4 (LDPE)
- Plastic #7 (Mixed Plastics)
- Major Appliances
- Vehicle Batteries
- Used Oil Filters
- Film plastics
- Household goods
- Metal
- Plastic #2 (HDPE)
- Plastic #5 (PP)
- Cartons
- Electronics
- Used Tires
- Antifreeze
- Mattresses
- Glass
- Plastic #3 (PVC)
- Plastic #6 (Polystyrene)
- Source Separated Organics
- Clothing & Textiles
- Used Oil
- Fluorescent/HID lamps
- Bulky rigid plastics

5. Identify a minimum of 3 forms of performance measures, such as but not limited to: *

- a. Amount collected/recycled at event
- b. Number of residents impacted or reached
- c. Diversion or recycling rate
- d. % change in knowledge or behavior
- e. % of new residents reached
- f. Other
- g. Other
- h. Other

Identify up to 5 materials to be collected at event.

1 .

Identify material:

Estimated Expenditures

1. Administrative

Direct Salaries

County Share:

Municipality share:

Total expenditures:

Direct membership, training, subscriptions

County Share:

Municipality share:

Total expenditures:

Consultant services and/or temporary help

County Share:

Municipality share:

Total expenditures:

Other

County Share:

Municipality share:

Total expenditures:

2. Promotion

Design, printing, postage

County Share:

Municipality share:

Total expenditures:

Advertisements

County Share:

Municipality share:

Total expenditures:

Videos

County Share:

Municipality share:

Total expenditures:

Promotional items

County Share:

Municipality share:

Total expenditures:

Special events (ie clean up days)

County Share:

Municipality share:

Total expenditures:

1. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

2. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Other promotion

Description:

County Share:

Municipality share:

Total expenditures:

3. Capitol Costs

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

4. Collection Costs

Municipality share:

Total expenditures:

Municipality share:

Total expenditures:

Municipality share:

Total expenditures:

5. Other

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

Description:

County Share:

Municipality share:

Total expenditures:

Total Expenditures:

Once you click 'Save' below, you will see a popup with two options.

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If you have entered all data, click 'Mark as Complete'. This will lock the data for review by the Washington County administrators.

Created: Mar 6, 2024 at 12:08 PM CST

Max Dalton

max.dalton@co.washington.mn.us

Last Updated: Mar 28, 2024 at 02:03 PM CDT

Rebecca Kellen

info@cityofbirchwood.com

White Bear Lake

4701 Highway 61 • White Bear Lake • MN 55110

Fireworks Fund

Spring 2024

City of Birchwood Village
207 Birchwood Ave
Birchwood, MN 55110

Copy

Dear City of Birchwood Village,

Summer is just around the corner so it's time again to start planning for our annual White Bear Lake Fireworks Program. Last year, you were gracious enough to donate \$200.00 and we hope that you will be able to do so again this year.

The White Bear Lake 4th of July Fireworks program is totally funded by generous donations from businesses and people like you. All contributions are tax deductible. The City of White Bear Lake has established a special separate fund for us to ensure tax deductibility and auditing.

The White Bear Lake Fireworks Display is so amazing and the event has become a great community tradition in bringing our families and friends together to celebrate the 4th of July.

Thank you for your consideration in helping to make this hometown event a real success. If you have any questions, please feel free to contact either of us.

All checks are made payable to "White Bear Lake Fireworks Fund."

Sincerely,

Dick Galena

Dick Galena
Fireworks Committee Chair

Bill

Bill Foussard
Fundraising Coordinator
651-429-5393

Committee Members

Gene Altstatt
Bill Foussard
Dick Galena
Rick Juba
Bill Matschke
Kim Perkins
Pete Carlson
Mark Sather
Frank Watson

Presenting Sponsor

JL Schwieters Building
Supply Construction, Inc.

Major Sponsors

Blaze Credit Union
Edwin and Susan McCarthy
Osilas Foundation
Priority Courier Experts
Roberts Family Foundation
Walser Polar Chevrolet/
Walser Polar Mazda
White Bear Jewelers
White Bear Lake Superstore
White Bear Mitsubishi
White Bear Yacht Club
The Carlson Clinic
The Peninsula Fund

Business Sponsors

Trade Press
Press Publications
Rudy's Red Eye Grill/
White Bear Country Inn

Agency Sponsors

City of White Bear Lake
White Bear Lake Fire Dept.
White Bear Lake Police
Department
Ramsey County Sheriff Water
Patrol

Bill

Agreement Between the Washington Conservation District and the City of Birchwood Village

PARTIES: This letter of agreement will set forth the work to be provided by the Washington Conservation District (WCD) to the City of Birchwood Village (City) to perform tree inspections.

TERM OF CONTRACT: The effective date of the agreement is from June 1, 2024 to December 31, 2024.

SCOPE OF SERVICES: Work to be performed by the WCD includes the following tasks:

- a. Perform 40 hours of tree inspections on city public property and residential properties prior to August 1st.
- b. Other tree services as requested.

COST AND PAYMENTS: Costs for services for these activities shall not exceed **\$5,000.00**. Services will be provided by the WCD Natural Resource Specialist @ \$70/hr. Invoices will be sent on a quarterly basis and will list specifically the work performed. Invoices are payable by the City within 60 days. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

RELATIONSHIP: This agreement in no way shall constitute, nor be construed in such a way to create an employment relationship between the City and the WCD. WCD staff shall not be entitled to any rights, privileges, or benefits of employees of the City.

INDEMNIFICATION & INSURANCE: The City agrees it will defend, indemnify and hold harmless the WCD, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorney's fees, which the City its council members or employees may hereafter sustain, incur, or be required to pay arising out of the WCD performance or failure to adequately perform its obligations pursuant to this agreement. Likewise, the WCD agrees that it will defend, indemnify and hold harmless the City, its council members and employees against any and all liability, loss, costs, damages and expenses, including attorneys' fees, which the WCD its board members or employees may hereafter sustain, incur, or be required to pay arising out of the actions of the City. The parties acknowledge and agree that any exposure to liability of the City or the WCD, or the acts or omissions of their respective officers, agents board members and employees will not exceed the limits provided for in Minnesota Statutes, section 466.04.

EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS: During the performance of this Agreement, the WCD agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

RECORDS: Under Minnesota Statutes, section 16C.05, the WCD's books, records, documents and accounting procedures and practices **relevant to this grant** are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this agreement.

DATA PRIVACY: All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. and/or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

TERMINATION: Either the WCD or City may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination.

In Witness Whereof, the WCD and City have duly executed this Agreement as of the date and year referenced herein.

City Administrator, Birchwood Village

Jay Riggs
District Manager, Washington Conservation District

Date

Date

FW: Engagement Request -Birchwood Village

Marcus Johnson <Marcus.Johnson@bolton-menk.com>

Fri 4/26/2024 9:16 AM

To:Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>;Margaret Ford <Margaret.Ford@cityofbirchwood.com>

 1 attachments (113 KB)

EngagementRequest_Birchwood_Village_04.23.24.pdf;

Good morning, we have finally head back on the lead service inventory from DOH. Can someone review quick and send me an email back confirming that the city would like to use Bolton & Menk to conduct the lead service inventory.

Thanks!

Marcus Johnson, PE

Project Engineer

Bolton & Menk, Inc.

Mobile: (507) 440-0537

From: Chelsea Alger <Chelsea.Alger@bolton-menk.com>

Sent: Wednesday, April 24, 2024 10:22 AM

To: Marcus Johnson <Marcus.Johnson@bolton-menk.com>

Subject: Fwd: Engagement Request -Birchwood Village

Hey Marcus - here is the Engagement Request for the city to affirmatively respond to.

Thanks!

Get [Outlook for iOS](#)

From: Kolar, Jessie (MDH) <Jessie.Kolar@state.mn.us>

Sent: Wednesday, April 24, 2024 10:14:35 AM

To: Chelsea Alger <Chelsea.Alger@bolton-menk.com>

Subject: Engagement Request -Birchwood Village

Hi Chelsea,

Please reach out to the Birchwood Village for approval of the attached engagement request.

Once you have received approval, submit the documentation with your budget and workplan for the project.

Make sure to Include the following in your budget breakdown:

- Staff:
 - Classification
 - Number of hours
- Travel expenses
 - Mileage – IRS current mileage rate as of 1/1/2024 is \$0.67 per mile
 - Meals
 - Hotel costs
- Any other operating costs
 - GIS software/license fees

Please keep me in the loop if you are finding that you need additional time to complete the task.

Thank you,

Jessie Kolar, P.E.

Emerging Contaminants Engineer | Infrastructure Unit

Minnesota Department of Health

Office: 651-201-4562 | Mobile: 651-226-3271



**LEAD SERVICE LINE INVENTORY
Engagement Request (ER)
Master Contract T-Number: 2312A**

INSTRUCTIONS TO CONTRACTOR:

Contractor shall contact the Agency Contact within ten business days of receipt of this Engagement Request indicating acceptance or denial.

If accepting the project, include a budget estimating number of hours, number and position of staff and any associated travel expenses.

MDH Contact Name:	Sabrina Sutter		
MDH Contact Email Address:	Sabrina.Sutter@state.mn.us		
MDH Contact Phone Number:	651-201-5932		
Proposed Contractor:	Bolton & Menk		
Proposed Contractor Contact:	Chelsea Alger		
Proposed Contractor Contact E-mail:	Chelsea.Alger@bolton-menk.com		
Proposed Contractor Phone Number:	507-625-4174 X3486		
Project/Engagement Title:	Lead Service Line Inventory		
Anticipated Start and End Date:		TO	8/31/2024
Public Water Supply (PWS) Name:	City of Birchwood		
PWS Contact Name:	Margret Ford		
PWS Contact Email:	Margaret.ford@cityofbirchwood.com		
PWS Business Address:	207 Birchwood Ave, Birchwood, MN 55110		
PWS assets in GIS format currently? Y or N			
Project Description:	<p>Assistance with Category A is being requested.</p> <ul style="list-style-type: none"> • The system has a minimum of 354 service connections. • The service line is owned by the system to the curb stop. • All system records are in paper format. • Visual inspections (Category B) may also be a part of the scope of the work to complete the inventory. • Create a manageable record keeping system so service line data can easily be updated by the system in the future. • Contractor will submit the compiled lead service line inventory spreadsheet to MDH for further evaluation by July 15, 2024. 		
Classification hourly rates agreed to in the RFP in March 2023:	<p><u>Administrative Assistant</u>: \$115.00 an hour <u>Communications Specialist</u>: \$140.00 an hour <u>Engineer 1</u>: \$140.00 an hour <u>Field Technician</u>: \$130.00 an hour <u>GIS Technician</u>: \$140.00 an hour <u>Project Manager</u>: \$200.00 an hour</p>		

NOTICE: This Engagement Request does not obligate its issuer to award a contract or complete the project or engagement, and the issuer reserve its right to cancel the proposed transaction if it is considered in its best interest.



TECHIE DUDES MANAGED SERVICE AGREEMENT

This TECHIE DUDES MANAGED SERVICE AGREEMENT (hereinafter referred to as the "**Agreement**") is effective as of 5/03/2024 by and between City of Birchwood Village (hereinafter "**Client**") and The Borglum Corporation, DBA Techie Dudes (hereinafter "**Service Provider**") (collectively referred to as the "**Parties**" and each a "**Party**").

WHEREAS, Client and Service Provider desire to enter into a business relationship upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. SERVICES TO BE PROVIDED.** Service Provider's obligations under this Agreement are defined as per incident and project described by the Client on request. These services are to be computer and network related but not limited to computers, network routers, network switches, firewalls, wifi routers, wifi access points, printers, Network Area Storage, Servers, and similar related network attached equipment. In addition to such Services, the Parties may agree on additional tasks for Service Provider to perform from time to time.
 - a. Remote access managed service.** Service Provider will provide remote access IT Service and Support to the fullest extent as commercially reasonable to troubleshoot and resolve computer and network related issues reported by the Client. Service Provider will perform a routine remote review and check for the health of computers and network to the best of their ability on a time frame to be agreed upon by the parties. This will include scanning and removal of infections, junk files, cookies, etc. Service Provider will also maintain applicable and required SW updates and patches as needed to the covered computers and servers in this plan.
 - b. Onsite IT Service.** Although every reasonable effort will be attempted to resolve reported issues through the remote access methodology, sometimes it is necessary to be physically onsite to resolve IT issues. Service Provider will provide onsite IT Service and Support as required to resolve computer and network related issues as reported by Client at no additional charge.

- c. **Endpoint Anti-Virus /Anti-Spyware.** This contract includes our preferred anti-virus anti-spyware protect to be loaded and active on each covered device in this contract. The endpoint protect vendor may change as we review each year for the best protection for our clients.
 - d. **Data backup.** It is our philosophy to maintain a local and remote backup copy of all your business data, so it can easily be restored in the event of any data corruption or loss. Identified business critical data will be mirrored at a 3rd party remote location with a minimum of one full copy each day back a minimum of one rolling year of current date. With a maximum of 200 GB of 3rd party cloud provider storage per this contract. Excess of 200 GB cloud storage will be charged at the market rate, currently 16 cents per GB per month. This backup structure is monitored by the Service Provider daily.
 - e. **Software updates and patch management.** Service Provider will provide software updates to computers covered under this contract on a rotational schedule. Software management takes place remotely after 6:00pm Monday through Friday on unattended computers. All operating systems updates, security patches, application updates, and device drivers will be updated with the best recommended software available. Computers may be restarted to activate the new software. This may not always be the very latest software, if the newest patches have not been vetted for commercial implementation. Our goal is always to minimize risk to your environment.
 - f. **Technical consultation.** Included in this contract is technical consultation and best practice advice for your business IT infrastructure on products and services within the scope of Techie Dudes expertise. We will also assist in completing an annual Cybersecurity Insurance Policy application. Drafting of formal documents such as a disaster recovery written policy or incident response policy is not included in this contract and would be billable at the current time and materials rate.
 - g. **Free tech hardware recycling.** Included in this contract is ethical and responsible recycling of all unused and discarded electronic materials. All computers or equipment containing data will be certified with data destruction as part of the disposal process.
2. **MANAGED SERVICE PRIORITY.** Service calls for repair are prioritized by situation severity, all calls for service within this contract will take priority over all similarly rated calls of any other contract. The targeted response time is 1 hour, or best commercially reasonable time, for critical calls. This contract service agreement is the highest priority of Techie Dudes service.

3. **SERVICES NOT INCLUDED.** This contract is designed for repairing and maintaining existing and functioning computer and network equipment. It does not include project time to add new equipment to the network, such as additional computers or network equipment not currently existing within the client network. Additional equipment will be quoted for project based on time and materials to implement the new equipment. The IT Service and configuration time to replace failed existing equipment is covered within this contract, however, any material costs are the responsibility of the client and will be billed separately.
4. **SERVICE HOURS.** All work will be completed during regular business hours, Monday-Saturday, 8am – 5 pm, local site time. The Service Provider will be available to the best of commercially reasonable for after hours service calls. A \$125 emergency fee may be charged for all technical service engagements after normal business hours.
5. **TERM.** Service Provider agrees to provide IT Technical Services to the Client as requested for repair and / or maintenance of equipment. Service Provider will begin providing Services under this Agreement on 6/01/2024 and will continue until a 30 day written notice of termination is delivered to the other party.
6. **COMPENSATION**
 - a. **Pay Structure.** Client hereby agrees to pay Service Provider as follows: Techie Dudes expects full payment prior to the 1st of the month before the start of each month's service in the amount of \$247.00 . This amount is based upon 3 computers to be supported, and 1 office location. The price may be adjusted respectively with the addition or subtraction of computers or major equipment on a monthly basis. Any applicable sales taxes and duties, as required by law will be added to this compensation.
 - b. **Preferred method of payment.** Service provider requests a form of payment on file in which an automatic withdrawal will be taken each month on the 1st of each month. A sales receipt of the monthly transaction will be sent via email to client. We accept credit card or bank routing information for AFT. Please note there will be a transaction fee for the use of credit cards. AFT is free.
7. **FEES AND PENALTIES**
 - a. **Late Payment Fee.** For each payment hereunder received late by Service Provider, Client will pay Service Provider a late fee in the amount of \$20.00 per 30 days of past due.

8. **WARRANTY.** Service Provider warrants that all Services provided hereunder will be provided by experienced personnel in a diligent manner that meets or exceeds generally acceptable industry standards in the region.
9. **RELATIONSHIP OF THE PARTIES.** Service Provider is not Client's employee, and nothing in this Agreement will create an employment, agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this Agreement requires the Parties to provide one another with Confidential Information or Trade Secrets (as defined below) in their respective possession.
10. **NO AUTHORITY.** Unless Client otherwise gives its prior written authorization, Service Provider will have no authority to act as agent for Client, to represent Client, or bind Client in any manner.
11. **SUBCONTRACTORS.** Without prior written consent from Client, Service Provider may not use subcontractors to perform the Services, such consent not to be unreasonably withheld by Client. Should Service Provider use subcontractors and the Client consents, all such subcontractors shall be bound in full by this agreement including the confidentiality, non-disclosure, and indemnification clauses.
12. **TERMINATION.** Either Party may terminate this Agreement with 30 days notice at any time, with or without cause. This Agreement will also immediately terminate upon (i) either Party dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; or (ii) the sale of the business of either Party.
 - a. **Notice Required.** Where either Party is in breach of this Agreement, the other Party may terminate this Agreement at any time, with or without notice, or otherwise as permitted by applicable law after giving the other party notice of such breach and a ten calendar-day opportunity to cure any such deficiency.
13. **OBLIGATION OF CONFIDENTIALITY**
 - a. **Confidential Information.** "Confidential Information" means any and all information which is possessed by or developed for Client and which relates to Client's existing or potential business or technology, which information is generally not known to the public and which information Client seeks to protect from disclosure to its existing or potential competitors or others, and includes, without limitation, for example: business plans, business strategies, business know-how and techniques, marketing plans, the identities and business preferences of current or prospective customers or vendors, information relating to contractual obligations, financial information, and any information protected by attorney-client privilege.

Confidential Information also includes information received by Client from others that Client has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.

- b. Trade Secrets. "Trade Secrets"** means all information possessed by or developed for Client, including, without limitation, a compilation, program, device, method, system, technique, formula, pattern, or process to which all of the following apply: (i) the information derives independent economic value, actual or potential, 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; and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
- c. Non-Disclosure.** Except as required in the conduct of Client's business or as expressly authorized in writing on behalf of Client, during this Agreement Service Provider may not use or disclose, directly or indirectly, any Confidential Information or Trade Secrets to any unauthorized third parties. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which the Client conducts its business. This prohibition also does not prohibit Service Provider's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets. Finally, Service Provider will not disclose to Client, use in Client's business, or cause Client to use any Confidential Information or Trade Secrets belonging to others. These restrictions apply to all Confidential Information and Trade Secrets regardless of the format (hard copy, electronic, or otherwise) or location in which they are created or maintained, including, but not limited to, all computers that Service Provider may possess or have access to in or away from Client's offices.
- d. Time Frame for Obligation.** This obligation of non-disclosure will continue after the termination of this Agreement indefinitely or for the maximum amount of time permitted by applicable law.
- e. Reverse Engineering.** At no time during or after this Agreement is in effect may Service Provider directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any of Client's Confidential Information or Trade Secrets.
- f. Exceptions.** This Agreement does not prohibit any disclosure that is required by law or court order, provided that Service Provider has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any

applicable law or regulation, Client is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions will not prevent Service Provider's disclosure of Confidential Information or Trade Secrets in the event Client has given Service Provider express prior written permission to do so. This Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which Client conducts its business or prohibit Service Provider's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.

- g. Irreparable Harm.** Service Provider acknowledges that Client engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Service Provider further acknowledges that Client would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a non-Party.
- 14. INTELLECTUAL PROPERTY.** Client is granted a non-exclusive limited license to use the Intellectual Property in connection with this Agreement. Notwithstanding the foregoing, all Intellectual Property that was owned and possessed by the Client prior to entering into this Agreement shall at all times remain the exclusive property of Client, even if used by and/or serviced by the Service Provider during the term of this Agreement. This Intellectual Property includes but is not limited to domain names, trademarks, patents, etc.
- 15. RETURN OF CLIENT PROPERTY.** Upon termination of this Agreement for any reason, or at any other time that Client may so request, Service Provider must immediately deliver to Client all Client's property and/or information in Service Provider's possession, including, but not limited to, all equipment, telephones, credit cards, keys, software, manuals, passwords, financial and tax documents, memoranda, letters, files, records, papers, notes, lists, computer programs, reports, books, and all other documents (and all copies thereof) in Service Provider's possession, custody, and/or control.
- 16. INSURANCE.** Service Provider is required to maintain general liability insurance at all times during the Agreement, including coverage for property damage and bodily injury, at a coverage amount considered reasonable in Service Provider's industry given the potential risks associated with this Agreement.
- 17. DISPUTE RESOLUTION.** The Parties acknowledge and agree that they will first attempt to resolve any dispute resulting from or arising out of this Agreement through friendly consultation between one another. If friendly consultation fails to resolve the dispute, the Parties agree to submit the dispute to mediation conducted in accordance with the mediation procedures of the American Arbitration Association's Commercial Arbitration

Rules and Mediation Procedures. The parties agree to share equally in the costs of the mediation.

18. **NO CONFLICT.** Service Provider represents and warrants that the execution of this Agreement by Service Provider and the performance of Service Provider's obligations hereunder will not conflict with, result in the breach of any provision of or the termination of, or constitute a default under any agreement to which Service Provider is a party or by which Service Provider is or may be bound. If, at any time, Service Provider discovers he or she has or may have any outside business relationships or activities that conflict with Client's best interests, then Service Provider must immediately disclose the conflict or potential conflict to Client.
19. **INDEMNIFICATION.** Each Party must indemnify and hold harmless the other Party, along with its officers, directors, employees, and agents, against all claims, liabilities, losses, costs, and all other legal and non-legal expenses, including, without limitation, reasonable attorney's fees and costs and insurance deductibles arising directly or indirectly from (i) the Party's breach of any provision of this Agreement, (ii) the Party's subcontractor's breach of any provision of this Agreement, or (iii) the negligent, grossly negligent, or intentional act or omission of the Party or any of its directors, officers, employees, agents, or subcontractors that causes any type of damage to Client.
20. **EQUITABLE RELIEF AND REMEDIES.** Service Provider acknowledges that a breach of this Agreement may cause substantial and irreparable harm to Client for which money damages would be an inadequate remedy. Accordingly, Client will in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such breach, and the prevailing Party will be entitled to recover from the other the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.
 - a. **Right to Cure.** In the event that a Party defaults on any of the terms of this Agreement, the non-defaulting Party will give the other Party written notice of the default. The defaulting party has 10 calendar days after receipt of this notice to cure the default. If the defaulting Party fails to cure the default in this time, the other Party may exercise all remedies under this Agreement or available at law, including terminating the Agreement.
21. **NON-EXCLUSIVITY OF REMEDIES.** The enumeration herein of specific remedies will not be exclusive of any other remedies. Any delay or failure by a Party to exercise any

right, power, remedy, or privilege herein contained, or now or hereafter existing under any applicable statute or law, will not be construed to be a waiver of such right, power, remedy, or privilege. A Party's waiver of a breach of any provision of this Agreement will not be considered as a waiver of rights with respect to any subsequent breach by the other Party.

22. **SEVERABILITY.** The Parties have attempted to limit the non-disclosure, non-competition, and non-solicitation provisions so that they apply only to the extent reasonably necessary to protect legitimate business and property interests. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then that provision will be considered removed from this Agreement, and the remaining provisions will continue to be valid and enforceable according to the intentions of the Parties. However, if a court or arbitration panel finds that any provision of this Agreement is invalid or unenforceable as currently written, but that by rewriting or limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as is necessary to further the intent of the Parties to the maximum extent permitted by law.
23. **BINDING EFFECT; ASSIGNMENT.** The rights and obligations of the Parties under this Agreement inure to the benefit of and are binding upon the successors and assigns of the Parties. The rights, obligations, and interests of the Parties hereunder may not be sold, assigned, transferred, pledged, or hypothecated.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification, or discharge is sought.
25. **TIME OF ESSENCE.** Time is of the essence in this Agreement.
26. **HEADINGS.** Headings for the paragraphs herein are for convenience only and may not be construed in interpreting this Agreement.
27. **CONSTRUCTION.** Words and terms in this Agreement should be construed in both the feminine and masculine, where applicable, and both single and plural, where applicable.
28. **GOVERNING LAW AND VENUE.** To the extent not inconsistent with applicable law, Service Provider acknowledges and agrees that this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
29. **CURRENCY.** Unless otherwise specified in this Agreement, all monetary values and payments hereunder are in United States Dollars (USD).



30. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

31. NOTICE. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested, to the Parties at the following addresses or any other address so specified in writing by a Party:

CLIENT ADDRESS

Commercial Plumbing and Heating
24428 Greenway Avenue N
Forest Lake, MN 55025

SERVICE PROVIDER ADDRESS

The Borglum Corporation, DBA, Techie Dudes
3550 Labore Rd
Suite #6
Vadnais Heights, Minnesota 55110

32. ACKNOWLEDGMENTS. Each Party acknowledges, understands, and accepts

- a. its obligations under this Agreement;
- b. that it freely enters into this Agreement;
- c. that it has the right to seek independent advice at its own expense or to propose modifications prior to signing the Agreement and has negotiated proposed modifications to the extent it deems necessary;
- d. that the covenants made by and obligations imposed upon Service Provider, including any and all covenants regarding confidentiality, non-competition, non-solicitation, and ownership of Intellectual Property, are fair, reasonable, and minimally necessary to protect the legitimate business interests of Client, and such covenants and obligations will not place an undue burden upon Service Provider in the event of termination of Service Provider's contract with Client and the strict enforcement of the covenants contained herein;



- e. that the above restrictions are not intended to deprive Service Provider of an opportunity to earn a living in the same profession as that of Client. Rather, Service Provider agrees to abide by the above restrictions in recognition of Client's legitimate and reasonable objective to protect its business interests and client relationships;
- f. that each Party has been provided with good and valuable consideration in return for the execution of this Agreement; and
- g. **THAT EACH PARTY HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY,
SERVICE PROVIDER AND CLIENT EXECUTED THIS AGREEMENT AS OF THE
DATE SET FORTH BELOW.**

SERVICE PROVIDER

Signed: _____ Date: _____

Name: _____

Title: _____

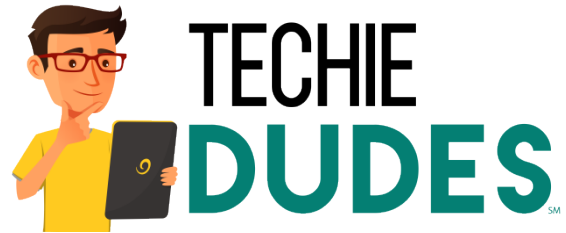
CLIENT

Signed: _____ Date: _____

Name: _____

Title: _____

Techie Dudes
 3550 Labore Rd
 Vadnais Heights, MN 55110 US
 651-330-6483
 jborglum@techiedudes.com
 www.techiedudes.com



Quote

ADDRESS

Ryan Hankins
 City of Birchwood Village
 207 Birchwood Avenue
 Birchwood, Minnesota 55110
 United States

SHIP TO

Ryan Hankins
 City of Birchwood Village
 207 Birchwood Avenue
 Birchwood, Minnesota 55110
 United States

QUOTE # 1416

DATE 05/03/2024

EXPIRATION DATE 05/17/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Equipment	WatchGuard T25 firewall including 3 years of basic security subscription	1	426.28	426.28T
	Ubiquiti AC Lite WiFi 6 Access Point	Ubiquiti AC Lite WiFi 6 Access Point	1	159.38	159.38T

SUBTOTAL 585.66
 TAX 49.05
TOTAL \$634.71

Accepted By

Accepted Date

City of Birchwood Village - Insurance Renewal Summary

Zach Upgren <zach.upgren@northriskpartners.com>

Thu 5/2/2024 1:51 PM

To:Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

📎 4 attachments (3 MB)

Summary.pdf; Breakdown.xlsx; Birchwood Village - ML Ex Mod; 24-25 City of Birchwood Village Proposal.PDF;

Good Afternoon Rebecca,

Attached is the 2024-2025 insurance renewal summary for The City of Birchwood. Please let me know if you have any questions. Thank you!

Items Needed—I just sent an Adobe Sign for these items

Items needed to Bind:	
1.	Signed Proposal Page 15
2.	Electronic Delivery Authorization Form Page 16 – Complete, Sign and Return to Keep Receiving Documents by Email

Overall premium is up 5.51% from expiring.

Coverage	Premium		% Change
	2024	2023	
Property	\$ 4,814	\$ 4,587	4.95%
Mobile Property	\$ 307	\$ 293	4.78%
First Party Cyber	\$ 728	\$ 728	0.00%
Municipal Liability	\$ 3,897	\$ 3,518	10.77%
Auto Liability	\$ 87	\$ 83	4.82%
Bond	\$ 137	\$ 137	0.00%
Equipment Breakdown	\$ 434	\$ 413	5.08%
Excess Liability	\$ 1,200	\$ 1,200	0.00%
No Fault Sewer	\$ 826	\$ 822	0.49%
Total Premium	\$ 12,430	\$ 11,781	5.51%

Comments on the above:

- Property premium is up due to:
 - Annual inflation factors applied
 - Added location for Generator
- Mobile Property premium is up as it’s tied to the property premium
- Municipal Liability premium is up due to:
 - ML ex mod is up 20% (see attached email)
 - ML rates are down which helped offset the mod increase
- Auto Liability premium is up due to rate increases
- Equipment Breakdown premium is up due to the increase in Property TIV (inflation and added location)
- No Fault is up slightly due to an increase in number of connections

Property TIV: \$2,453,597

Equipment Breakdown TIV: \$2,440,267

Coverage/Rate Change Memos

Nate Brue | Underwriter
(651) 215-4049

nbrue@lmc.org | www.lmc.org
League of Minnesota Cities
145 University Ave W | St. Paul, MN 55103



Zach Uppgren, CIC

Risk Advisor

P: (651) 379-7857 | C: (763) 645-7687 | F: (763) 398-4060

zach.uppgren@northriskpartners.com | www.northriskpartners.com

10405 6th Ave. N, Suite 300 | Plymouth, MN 55441



**FACE RISK
HEAD ON**



CONFIDENTIALITY NOTICE: Information accompanying this transmission is considered to be confidential and/or proprietary business information. Consequently, this information may be used only by the person or entity to which it is addressed. Such recipient shall be liable for using and protecting the information from further disclosure or misuse, consistent with applicable contract and/or law. The information you have received may contain protected health information (PHI) and must be handled according to applicable state and federal laws, including, but not limited to HIPAA. Individuals who misuse such information may be subject to both civil and criminal penalties. If you believe you received this information in error, please contact the sender immediately.

IMPORTANT NOTE REGARDING INSURANCE COVERAGE: North Risk Partners will not be deemed to have accepted any electronic communication unless North Risk Partners provides the sender with an affirmative acknowledgement verifying receipt and action upon the communication. Insurance coverage requested via electronic mail or text message is NOT legally binding until you have received direct confirmation from North Risk Partners. As a result, insurance coverage cannot be added, deleted or otherwise changed using the email and/or text message system unless and until it is confirmed in writing by North Risk Partners or your insurance carrier.



March 25, 2024

North Risk Partners LLC

Covered Party: City of Birchwood Village

Effective Date: 6/12/2024

RENEWAL PREMIUM SUMMARY

Common Coverages

Coverage	Limit	Deductible	Premium
• Property		\$ 250.	\$4,814.
• Mobile Property		250.	307.
• First Party Cyber	500,000	250.	728.
• Municipal Liability		250.	3,897.
• Automobile Liability		250.	87.
• UM/UIM \$200,000 all owned autos		250.	Included.
• Basic Economic Loss Benefits (PIP) all owned autos		250.	Included.
• Automobile Physical Damage		250.	Included.
• Crime	250,000	250.	Included.
• Petrofund		NA.	Included.
• Defense Cost Reimbursement		NA.	Included.

Auto Experience Mod: 1

Municipal Liability Experience Mod: 1.200

The modifiers are calculated with a formula which compares the city’s actual loss history with the amount of losses that would be expected for a city of that size if the city were a perfectly average LMCIT member. If the city’s losses and expenses are better than average the city receives a premium credit. If the city’s losses and expenses are worse than average, the city receives a premium debit.

Optional Coverages

Coverage	Limit	Deductible	Premium
• Bond	\$ 50,000.	250.	137.
• Equipment Breakdown		250.	434.
• Excess Liability	\$ 1,000,000.	NA.	1,200.
• Liquor Liability	\$	NA.	Not Covered.
• Fireworks			Not Covered.
• No Fault Sewer Back Up Limit:	\$ 10,000.	250.	826.
• Airport Liability			Not Covered.
TOTAL:			\$12,430.

DO NOT PAY UNTIL YOU RECEIVE INVOICES

TORT LIMIT: \$500,000/\$1,500,000

LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST

145 UNIVERSITY AVE. WEST PHONE: (651) 281-1200 FAX: (651) 281-1298
ST. PAUL, MN 55103-2044 TOLL FREE: (800) 925-1122 WEB: WWW.LMC.ORG

Optional Coverage Quotes

Coverage

Deductible

Approximate Premium

Optional coverage(s) are not bound unless the covered party has requested that coverage be bound and LMCIT has sent a written confirmation. Optional coverage quotes are valid for 30 days after the date of this letter.

Sincerely,

Underwriter

Commercial Insurance

Proposal

Presented to

City of Birchwood Village

**207 Birchwood Avenue
Birchwood, MN 55110**

Proposed Effective Date:
6/12/2024

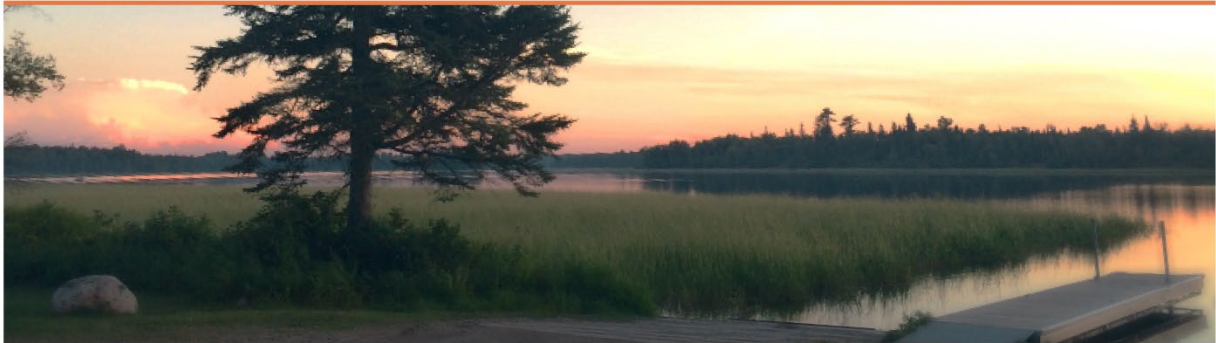
Presented by Zach Upgren



NORTH RISK PARTNERS®

North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120

Phone (651)379-7800
Fax (651)379-7801



FULL-SERVICE, FORWARD THINKING

Insurance Solutions for People and Business

North Risk Partners specializes in strategic insurance solutions for people and business. Our team helps clients face risk head on with right-fit insurance coverage and loss prevention resources. For businesses, we offer programming and compliance support in the areas of HR, safety, worksite wellness and more.

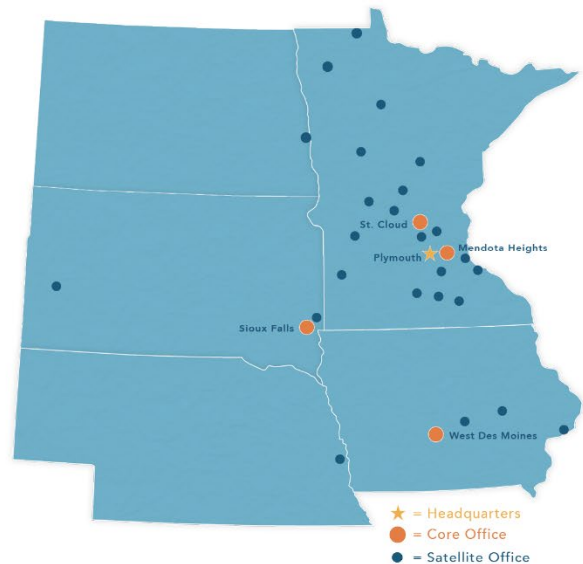
Large Enough to Give You Options

We are one of the largest, privately owned, independent insurance broker and risk advisory firms in the Midwest with over 400 employees and 30 locations across five states. Our size allows us to offer more choices in our core areas of capability, including commercial insurance, surety bonds, employee benefits and personal insurance.

Small Enough to Be Local

We are committed to making a positive impact. Service to our clients, each other, and local communities is an important part of who we are.

Our Locations



Are You Aware of All the Ways We Can Help?

<p>Personal Insurance</p> <ul style="list-style-type: none"> • Home • Auto • Health • Life • Farm & Agriculture • Recreational Vehicles • Umbrella 	<p>Employee Benefits</p> <ul style="list-style-type: none"> • Medical • Dental • Life/AD & D • Disability • FSA/HSA • HRA • COBRA • Online Enrollment 	<p>Commercial Insurance</p> <ul style="list-style-type: none"> • Property • General Liability • Workers' Comp • Business Auto • Surety Bonds • Umbrella/ Excess
--	--	--

○ We'd love to connect you with one of our personal insurance professionals for a complimentary coverage review.



WE ARE COMMITTED TO FACE RISK HEAD ON by offering value-added services that help our clients prevent avoidable losses. We offer programming and compliance support in the areas of **HUMAN RESOURCES, HEALTH AND SAFETY,** and more.

Educational Events

Recent Events

- Workplace Investigation Training
- Risk Transfer for Contractors
- New 2024 HR Updates for Employers
- Reasonable Suspicion Training

Accessing Webinars

To view our webinars, go to northriskpartners.com/events

Benchmarking Services

Mod Master – Workers’ Compensation analysis

Resource Portals

Zywave Client Portal:

- Zywave Learning (Training Videos)
- OSHA Log
- Interview Question Builders
- Federal Poster Advisor
- + 15 Additional Tools

InsurLink Client Portal

- View policy information
- Secure document sharing

Advisen – Coverage and premium analysis, industry comparison

HR and Health & Safety Service Partners

HUMAN RESOURCES

WAGNER, FALCONER & JUDD, LTD.

WFJ is a 70-employee firm based in the Midwest with national reach.

HEALTH & SAFETY



KPA is a 300-employee firm with 100+ loss control consultants across the US.

Value-Added Service Partners

Wagner, Falconer & Judd (WFJ)

Human Resources – hr@northriskpartners.com
Hiring and Termination, Personnel Recordkeeping, Employee Discipline

KPA

Health & Safety – safety@northriskpartners.com
Safety Assessments, Programs and Training, Lowering Losses

Hellmuth & Johnson

Legal & Contract Review – constructionlaw@northriskpartners.com
Contract Review and Creation



Value-Added Services Hotline:
(888) 667-4135

NO COST TO YOU!

We provide the hotline at no cost to you. If your inquiry moves into a billable scope, you will be notified prior. Preferred rates and sponsorships available. Talk to your North Risk Partners advisor for more information.



ONE SIMPLE SOLUTION

Anywhere, Anytime, Any Device

We empower our clients by providing a convenient and secure electronic environment to access their insurance data, including the items listed below.



Document Sharing
Policies, Loss Runs, Endorsements

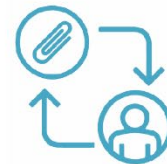


**Manage Certificates
of Insurance**



**View Policy
Information**

CLIENT PORTAL
SECURE DOCUMENT SHARING



**Secure Transfer
of Information**



**View and Print Auto
ID Cards**

LEARN MORE BY VISITING NORTHRISKPARTNERS.COM

YOUR TEAM

Welcome to North Risk Partners! The service team assigned to manage your account is:



Contact For:

- Coverage Questions
- General Questions/Concerns
- P&C or Group Health Needs
- Carrier or Value Added Questions

Zach Upgren

Risk Advisor
Mendota Heights
Phone: (651) 379-7857
Fax: (651) 379-7801
zach.upgren@northriskpartners.com



Contact For:

- General Questions
- Endorsements/Certificates
- Coverage/Carrier Questions
- Property & Casualty Miscellaneous

Vicki Juelfs

Associate Account Manager
– Commercial Lines
Mendota Heights
Phone: (651) 379-7831
Fax: (651) 379-7801
vicki.juelfs@northriskpartners.com



Contact For:

- Claims Questions
- Carrier Follow-up
- Claims Miscellaneous

Claims Department

Claims Support
Phone: (651) 379-7800
Fax: (651) 379-7801
firstreports@northriskpartners.com

Any of these staff members will be pleased to assist you with your service needs. Your primary contact will be **Vicki Juelfs**.

PREMIUM SUMMARY

Insurer: League of Minnesota Cities

Proposed Policy Term: 06/12/2024 - 06/12/2025

Line of Business	23-24 Premium	24-25 Premium
Property	\$4,587	\$4,814
Mobile Property	\$293	\$307
Equipment Breakdown	\$413	\$434
Municipal Liability	\$3,518	\$3,897
Business Auto Liability	\$83	\$87
Bond	\$137	\$137
First Party Cyber	\$728	\$728
No Fault Sewer	\$822	\$826
Excess Liability	\$1,200	\$1,200
Subtotal	\$11,781	\$12,430
Workers Compensation	\$2,254	*TBD
Total Premium:	\$14,035	*TBD

*Have not received 24/25 Workers' Compensation Quote yet.

PROPERTY

Property Valuation Disclaimer: Building and personal property coverage limits are estimates only and were arrived at based on information provided by the policyholder and/or industry standard software used to estimate replacement costs. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified builder who is able to provide replacement cost estimates.

Subject	Amount	Valuation	Cause of Loss	Deductible
Total Property Insured Value	2,440,267	Replacement Cost	Spec Inc Theft	250

EQUIPMENT BREAKDOWN

Subject	Amount	Cause of Loss	Deductible
Equipment Breakdown	Included	Breakdown	250

COMMERCIAL MOBILE EQUIPMENT

UNSCHEDULED EQUIPMENT

Description	Max Limit Per Item	Amount of Insurance	Deductible
Any One Item Valued	250,000	Subject to	250
at \$250,000 or Less		Blanket	
Total Insured Value		13,330	

CRIME

BOND - EMPLOYEE DISHONESTY

Limit	50,000
Deductible	250

CRIME

Limit	250,000
Fraudulent Instruction Loss Sublimit	50,000
Deductible	250

FIRST PARTY CYBER

Limit	500,000
Deductible	250

GENERAL LIABILITY

COVERAGE WRITTEN ON:

Coverage Information	General Liability
Occurrence/Claims Made	Claims Made - Municipal Liability Retroactive Date: 06/12/1987 - Limited Contamination Liability Claim Retroactive Date: 06/12/1989

COVERAGE DETAIL

Coverage Descriptions	Limits	Deductible
General Aggregate	0	250
Products/Completed Ops Aggregate	3,000,000	250
Personal & Advertising Injury	Included	250
Each Occurrence	2,000,000	250
Fire Damage	Included	250
Medical Expense	2,500 Per Person /10,000 Occurrence	250
Failure to Supply Claim Limit	3,000,000	250
EMF Claim Limit	3,000,000	250
Limited Contamination Liability Claim Limit	3,000,000	250
Land Use And Special Risk Litigation	1,000,000	250
Outside Organization Claim Limit	100,000	250
System Security Breach Claim Limit	3,000,000	250
Sexual Abuse Claim Limit	3,000,000	250
Wildfire Claim Limit	3,000,000	250

SCHEDULE OF HAZARDS

Description	Expiring Premium Basis	Proposed Premium Basis
Employment	2	2
No-Fault Sewer Backup	379	381
Land Use	379	381
Sewer E&O	379	381
Expenditures	524,210	531,668

BUSINESS AUTO – HIRED & NON-OWNED ONLY

COVERAGE/LIMITS

Description	Limits
Combined single limit	2,000,000
Minnesota Each Claimant Limit - Statutory Cap	500,000
Minnesota Each Occur Limit - Statutory Cap	1,500,000

VEHICLE COUNT

23-24 Count	24-25 Count
0	0

DEFENSE COST

COVERAGE WRITTEN ON:

Occurrence/Claims Made	Claims Made
Retroactive Date	06/12/2010

COVERAGE DETAIL

Coverage Descriptions	Limits
Annual Aggregate Per City Official	50,000
Agreement Term Annual Aggregate	250,000

EXCESS LIABILITY

COVERAGE DETAIL

Coverage Description	Occurrence Limit	Aggregate Limit
Excess Liability	1,000,000	1,000,000

Higher Limits Are Available

WORKERS COMPENSATION

EMPLOYERS LIABILITY

Each Accident Limit	1,500,000
Disease-Policy Limit	1,500,000

LOCATIONS & CLASSIFICATIONS

State	Code	Classification	Expiring Payroll	Proposed Payroll
MN	9411	Elected Or Appointed Officials	\$18,200	\$3,000
MN	8810	Clerical Office Employees NOC	\$108,370	\$130,115
MN	5506	General Maintenance	\$13,558	\$14,356
MN	9016	Skating Rink Operation	\$3,148	\$3,180
MN	9410	Municipal Employees	\$1,545	\$1,545

Subject to Audit

MODIFICATION FACTORS

Description	23-24 Mod Factor	24-25 Mod Factor
Mod Factor	0.90	*TBD

**Have not received 24/25 Workers' Compensation Quote yet.*

VOLUNTEER ACCIDENT PLAN

COVERAGE DETAIL

Coverage Description	Limit
Accidental Death Benefit Principal Sum	200,000
Permanent Impairment Benefit-Max Amount	200,000
Weekly Disability	900 3 Calendar Day Waiting Period Maximum 26 Weeks
Medical Benefit	2,500
Total Limit of Liability	500,000

ELECTRONIC DELIVERY AUTHORIZATION

ELECTRONIC SELECTION/REJECTION OPTIONS

North Risk Partners is requesting consent from insureds prior to engaging in further electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- ❖ **Select Electronic Delivery;** policies and/or supporting documents are delivered via electronic delivery-either via email or InsurLink client portal. Paper copies of documents will no longer be sent.
- ❖ **Reject Electronic Delivery;** policies and or/supporting documents are delivered via mail or hand delivery by risk advisor. You will continue to receive email correspondence from North Risk Partners.
- ❖ **Withdraw your consent;** if you decide you no longer want to receive electronic delivery of documents in connection with your insurance policy. You will continue to receive email correspondence from North Risk Partners.

SELECTION OF ELECTRONIC DELIVERY OPTION – *Please Choose One*

- Email Delivery
- InsurLink Client Portal Delivery

REJECTION OF ELECTRONIC DELIVERY OPTION

WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY

ELECTRONIC DELIVERY DISCLOSURE

The policyholder who elects to allow for electronic delivery of policy documents should be diligent in updating the electronic mail address provided to the North Risk Partners in the event that the address should change.

APPLICANT/NAMED INSURED SIGNATURE

DATE (MM/DD/YYYY)

Preferred e-mail for electronic delivery: _____

North Risk Partners contact email: vicki.juelfs@northriskpartners.com



What is the InsurLink Client Portal?

We empower our clients by providing a convenient and secure electronic environment to access their insurance data, including policies, endorsements, certificates of insurance, auto ID cards, and more.

User Info

Name:

Title:

Email:

Permissions

- View Policy documents (i.e., policies, endorsements, etc.)
- View Auto ID Cards
- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
- Add Certificate Holders

User Info

Name:

Title:

Email:

Permissions

- View Policy documents (i.e., policies, endorsements, etc.)
- View Auto ID Cards
- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
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- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
- Add Certificate Holders

User Info

Name:

Title:

Email:

Permissions

- View Policy documents (i.e., policies, endorsements, etc.)
- View Auto ID Cards
- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
- Add Certificate Holders

CLAIMS MADE POLICY INFORMATION

Each claims made policy issued has individual coverages, policy conditions and exclusions. It is **especially** important to understand the conditions and requirements in the policy agreement for reporting claims. Each policyholder has rights, duties and responsibilities for claims that are explained within the policy itself. Not complying with your obligation to report a claim in the timely manner prescribed, admitting liability or assuming responsibility for a loss, or incurring claims expense not authorized may void coverage under this insurance contract.

Extended Reporting Period

If you decide to cancel this claims made policy form and do not replace it with another or are unable to obtain the same retroactive date for coverage, you may want to purchase an Extended Reporting Period. This endorsement would allow you an additional period of time to **report** claims that may result from Wrongful Acts committed during the period of time you did have coverage. There is an additional premium for the claim reporting extension and the premium in most cases is set forth in the policy contract. You have a limited time to notify the carrier of your intent to purchase the extension.

Retroactive Date

Coverage is provided under the policy for Wrongful Acts that occur after the Retroactive Date stated in the policy. Some policies will provide coverage for "full prior acts." Wrongful Acts that occur prior to the retroactive date of coverage will not be covered by this policy.

Pending and Prior Litigation

If you are aware of any pending or prior litigation at the time the policy is issued, those situations or claims will not be covered by this insurance. Often the policy will have a Pending and Prior Litigation date that usually will match the effective date of coverage.

Your Application

The application for coverage becomes a warranty. Everything stated in the application must be truthful and honest to the best of your knowledge at the time the application is completed. Failure to fully disclose information may void coverage under the contract.

Your Duty to Report Claims and Incidents

Within each policy you have a duty to report claims and incidents that could give rise to a claim. Claim is defined differently under each contract. Sometimes it is a written demand for money. It can be described as a written or oral demand for damages. Some policy forms include some coverage for administrative hearings. If you are worried about any situation it is important for you to call and report the claim or incident to the agency or the company as outlined in your policy.

NON-ADMITTED/UNLICENSED INSURANCE COMPANY NOTICE

This proposal includes an offering for coverage through a non-admitted (unlicensed) carrier in the State of Minnesota. Unlicensed carriers are not subject to regulation by the Minnesota Department of Commerce and policyholders are not entitled to protection under the Minnesota Insurance Guaranty Association (see attached **NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW**).

By accepting the coverage through an unlicensed insurance company, you acknowledge that there is an added risk in placing coverage with this company. In consideration of our agency's placement of coverage with an unlicensed carrier you waive any and all rights against North Risk Partners in the event that the surplus lines carrier fails to honor any claim, for any reason, including but not limited to bankruptcy, reorganization or liquidation. Although many surplus lines companies are financially stable, we must advise you the possibility exists that your insurance may be uncollectible in the event of a loss.

You further acknowledge that by accepting this coverage you waive any claim against North Risk Partners for any unearned premiums paid for the coverage in the event that the coverage is terminated prior to its expiration. Coverage with unlicensed carriers will carry at least a 25% minimum earned premium in the event of cancellation.

THE INSURANCE PROPOSED WOULD BE ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

MINNESOTA GUARANTY ASSOCIATION NOTICE

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
7600 Parklawn Avenue, Suite 460
Edina, Minnesota 55435
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.



Date: _____

Company Address

City: _____

State: _____ Zip: _____

Phone: _____

Company: _____

Be sure to include all names associated with the account
(i.e., DBAs, sister companies).

North Risk Team

Risk Advisor (P/C): _____

Risk Advisor (Benefits): _____

The contacts entered below will be signed up to receive marketing communications, e.g., webinar invites, regulatory updates, etc. from North Risk Partners.

Should all contacts listed below be set up with a Zywave Client Portal?

Contact 1 LMS Training Administrator:

Name: _____

Title: _____

Email: _____

Contact 2 LMS Training Administrator:

Name: _____

Title: _____

Email: _____

Contact 3 LMS Training Administrator:

Name: _____

Title: _____

Email: _____

Contact 4 LMS Training Administrator:

Name: _____

Title: _____

Email: _____



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 651-686-7001 (P) | 651-687-9857 (F)
www.bitroads.com | info@bitroads.com

To:	BIRCHWOOD VILLAGE	Contact:	
Address:	WHITE BEAR LAKE	Phone:	
		Fax:	
Project Name:	BIRCHWOOD VILLAGE 2024 REHAB	Bid Number:	
Project Location:	Oakridge Drive, BIRCHWOOD VILLAGE	Bid Date:	5/10/2024

Item Description

- MOBILIZATION
- TRAFFIC CONTROL
- EDGE MILL BIT
- 2" BIT REMOVAL AND PATCH
- RECLAIM
- FINSH GRADE
- 12.5 WEARING COURSE (SPWEB330B)
- 9.5 WEARING COURSE (SPWEA330B)
- POTHOLE PATCHING
- TACK
- SAWING PAVEMENT
- ADJUST GATE VALVE
- ADJUST MANHOLE

Total Bid Price: \$107,785.42

Notes:

- All work to be completed in 2024.
- Proposed Work Does Not Include: Landscape Restoration, Irrigation Repair/Restoration, Private Utility Locates/Repairs, Sub-soil Corrections, Erosion Control, Towing Charges, Permits and Fees, Multiple Mobilizations, Surveying or any Unforeseen Conditions, Guarantee on drainage or ponding of water on lots with less than 1% slope. No epoxy or thermoplastic striping.
- **If wear course is to be placed after October 31, Bituminous Roadways cold weather paving advisory will need to be signed.**
- Noted Addn: None
- For more information: www.bitroads.com

Payment Terms:

This proposal is subject to credit approval and is valid for 10 calendar days, after which time price quotes may be withdrawn without notice. This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

<https://bitroads.com/About-Us/75th-Anniversary>

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS

Authorized Signature: _____

Estimator: Paul Hildestad
952-250-2898 Paul.Hildestad@bitroads.com





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Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 1

STREET SEGMENT	FROM	TO	Reconstruction Year												
			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Birch St.	Birchwood Ave.	End of St.		CFSC										CFSC	
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.						M+O					CFSC		
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.						M+O					CFSC		
Birchwood Ave.	End of St.	City Limits/End of St.											CFSC		
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac						M+O					CFSC		
Birchwood Lane	East County Line Rd.	Wildwood Ave.												CFSC	
Cedar St./Hall Ave.	East County Line Rd.	City Limits										M+O	M+O		CFSC
Cedar St.	Hall Ave.	Wildwood Ave.		CFSC											CFSC
Five Oaks Lane	Oakridge Dr.	Birchwood Lane	RRR										CFSC		
Hall Ct.	Hall Ave.	Center of cul-de-sac		CFSC											CFSC
Iris St.	Wildwood Ave.	Lake Ave.		CFSC											CFSC
Jay St.	Hall Ave.	Center of cul-de-sac		CFSC											CFSC
Lake Ave.	Wildwood Ave.	Iris St.						CFSC							CFSC
Lake Ave.	Iris St.	End of St.		CFSC											CFSC
Lakewood Lane	Lake Ave.	End of St.		CFSC											CFSC
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.	RRR										CFSC		
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac							M+O				CFSC		
Oakview Court	Oakridge Dr.	Center of cul-de-sac	CFSC												CFSC
Oakhill Court	Oakridge Dr.	Center of cul-de-sac	M+O										CFSC		
Owl St.	Wildwood Ave.	End of St.		CFSC											CFSC
Rice/Rosa Lane	Birchwood Ave.	End of St.		CFSC											CFSC
White Pine Lane	Hall Ave.	Center of cul-de-sac		CFSC											CFSC
Wildwood Ave.	East County Line Rd.	Owl St.								M+O			CFSC		
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.				RRR							CFSC		
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.				RRR							CFSC		
Wildwood Ave	Lake Ave.	Iris St.					RRR						CFSC		
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.											CFSC		

Estimated Yearly Construction Cost	\$ 120,605	\$ 67,614	\$ 152,778	\$ 168,667	\$ 122,084	\$ -	\$ 94,173	\$ 100,466	\$ 83,213	\$ 99,820	\$ 99,820	\$ 92,760	\$ 91,400
Annual Revenue	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Cash Flow	-\$20,605	\$11,781	-\$40,997	-\$109,664	-\$131,748	-\$31,748	-\$25,921	\$23,614	\$90,401	\$140,581	\$190,761	\$248,001	\$306,601

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2031.

Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 1

STREET SEGMENT	FROM	TO	Reconstruction Year									
			2037	2038	2039	2040	2041	2042	2043	2044	2045	
Birch St.	Birchwood Ave.	End of St.						CFSC				
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.				CFSC						
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.				CFSC						
Birchwood Ave.	End of St.	City Limits/End of St.				CFSC						
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac				CFSC						
Birchwood Lane	East County Line Rd.	Wildwood Ave.						CFSC				
Cedar St./Hall Ave.	East County Line Rd.	City Limits								RRR	RRR	
Cedar St.	Hall Ave.	Wildwood Ave.								RRR	RRR	
Five Oaks Lane	Oakridge Dr.	Birchwood Lane				CFSC						
Hall Ct.	Hall Ave.	Center of cul-de-sac						CFSC				
Iris St.	Wildwood Ave.	Lake Ave.						CFSC				
Jay St.	Hall Ave.	Center of cul-de-sac						CFSC				
Lake Ave.	Wildwood Ave.	Iris St.						CFSC				
Lake Ave.	Iris St.	End of St.						CFSC				
Lakewood Lane	Lake Ave.	End of St.						CFSC				
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.				CFSC						
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac				CFSC						
Oakview Court	Oakridge Dr.	Center of cul-de-sac						CFSC				
Oakhill Court	Oakridge Dr.	Center of cul-de-sac				CFSC						
Owl St.	Wildwood Ave.	End of St.						CFSC				
Rice/Rosa Lane	Birchwood Ave.	End of St.						CFSC				
White Pine Lane	Hall Ave.	Center of cul-de-sac						CFSC				
Wildwood Ave.	East County Line Rd.	Owl St.					CFSC					
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.					CFSC					
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.					CFSC					
Wildwood Ave	Lake Ave.	Iris St.					CFSC					
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.					CFSC					
Estimated Yearly Construction Cost			\$ -	\$ -	\$ -	\$ 100,466	\$ 83,213	\$ 92,760	\$ -	\$ 397,834	\$ 397,834	
Annual Revenue			\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
Cash Flow			\$ 456,601	\$ 606,601	\$ 756,601	\$ 806,135	\$ 872,922	\$ 930,162	\$ 1,080,162	\$ 832,328	\$ 584,494	

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2031.



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Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 2

STREET SEGMENT	FROM	TO	Reconstruction Year												
			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Birch St.	Birchwood Ave.	End of St.			CFSC									CFSC	
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.		M+O								CFSC			
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.		M+O								CFSC			
Birchwood Ave.	End of St.	City Limits/End of St.										CFSC			
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac		M+O								CFSC			
Birchwood Lane	East County Line Rd.	Wildwood Ave.												CFSC	
Cedar St./Hall Ave.	East County Line Rd.	City Limits								M+O	M+O			CFSC	
Cedar St.	Hall Ave.	Wildwood Ave.			CFSC									CFSC	
Five Oaks Lane	Oakridge Dr.	Birchwood Lane	RRR									CFSC			
Hall Ct.	Hall Ave.	Center of cul-de-sac			CFSC									CFSC	
Iris St.	Wildwood Ave.	Lake Ave.			CFSC									CFSC	
Jay St.	Hall Ave.	Center of cul-de-sac			CFSC									CFSC	
Lake Ave.	Wildwood Ave.	Iris St.						CFSC						CFSC	
Lake Ave.	Iris St.	End of St.			CFSC									CFSC	
Lakewood Lane	Lake Ave.	End of St.			CFSC									CFSC	
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.	RRR									CFSC			
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac							M+O			CFSC			
Oakview Court	Oakridge Dr.	Center of cul-de-sac							CFSC					CFSC	
Oakhill Court	Oakridge Dr.	Center of cul-de-sac	M+O									CFSC			
Owl St.	Wildwood Ave.	End of St.			CFSC									CFSC	
Rice/Rosa Lane	Birchwood Ave.	End of St.			CFSC									CFSC	
White Pine Lane	Hall Ave.	Center of cul-de-sac			CFSC									CFSC	
Wildwood Ave.	East County Line Rd.	Owl St.								M+O			CFSC		
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.							RRR				CFSC		
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.						RRR					CFSC		
Wildwood Ave	Lake Ave.	Iris St.				RRR							CFSC		
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.											CFSC		

Estimated Yearly Construction Cost

Annual Revenue

Cash Flow

\$ 117,658	\$ 102,151	\$ 67,614	\$ 168,667	\$ 76,389	\$ 96,322	\$ 97,120	\$ 99,820	\$ 99,820	\$ 100,466	\$ 83,213	\$ 92,760	\$ 91,400
\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
-\$17,658	-\$19,809	\$12,577	-\$56,090	-\$32,479	-\$28,801	-\$25,921	\$24,260	\$74,440	\$123,974	\$190,761	\$248,001	\$306,601

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2033 and occur every 7 years.

Crack Fill and Seal Coat Groupings

Repair Method

Group 1
Group 2
Group 3
Group 4

Reclaim, Reshape, Repave
Mill + Overlay
Crack Fill and Seal Coat

Option 2

STREET SEGMENT	FROM	TO	Reconstruction Year										
			2037	2038	2039	2040	2041	2042	2043	2044	2045		
Birch St.	Birchwood Ave.	End of St.							CFSC				
Birchwood Ave.	East County Line Rd.	Cedar St./Hall Ave.				CFSC							
Birchwood Ave.	Cedar St./Hall Ave.	150' past Birchwood Ct.				CFSC							
Birchwood Ave.	End of St.	City Limits/End of St.				CFSC							
Birchwood Ct.	Birchwood Ave.	Center of cul-de-sac				CFSC							
Birchwood Lane	East County Line Rd.	Wildwood Ave.							CFSC				
Cedar St./Hall Ave.	East County Line Rd.	City Limits									RRR	RRR	
Cedar St.	Hall Ave.	Wildwood Ave.									RRR	RRR	
Five Oaks Lane	Oakridge Dr.	Birchwood Lane				CFSC							
Hall Ct.	Hall Ave.	Center of cul-de-sac							CFSC				
Iris St.	Wildwood Ave.	Lake Ave.							CFSC				
Jay St.	Hall Ave.	Center of cul-de-sac							CFSC				
Lake Ave.	Wildwood Ave.	Iris St.							CFSC				
Lake Ave.	Iris St.	End of St.							CFSC				
Lakewood Lane	Lake Ave.	End of St.							CFSC				
Oakridge Dr.	Cedar St./Hall Ave.	Oakview Ct.				CFSC							
Oakridge Dr.	Oakview Ct.	Center of cul-de-sac				CFSC							
Oakview Court	Oakridge Dr.	Center of cul-de-sac							CFSC				
Oakhill Court	Oakridge Dr.	Center of cul-de-sac				CFSC							
Owl St.	Wildwood Ave.	End of St.							CFSC				
Rice/Rosa Lane	Birchwood Ave.	End of St.							CFSC				
White Pine Lane	Hall Ave.	Center of cul-de-sac							CFSC				
Wildwood Ave.	East County Line Rd.	Owl St.					CFSC						
Wildwood Ave. (One Way South)	Owl St.	625' South of Owl St.					CFSC						
Wildwood Ave. (One Way North)	Owl St.	625' South of Owl St.					CFSC						
Wildwood Ave	Lake Ave.	Iris St.					CFSC						
Wildwood Ave.	625' South of Owl St.-Lake Ave.	Iris St.-Hall Ave.					CFSC						

Estimated Yearly Construction Cost	\$	-	\$	-	\$	-	\$	100,466	\$	83,213	\$	92,760	\$	-	\$	397,834	\$	397,834
Annual Revenue	\$	150,000	\$	150,000	\$	150,000	\$	150,000	\$	150,000	\$	150,000	\$	150,000	\$	150,000	\$	150,000
Cash Flow	\$	456,601	\$	606,601	\$	756,601	\$	806,135	\$	872,922	\$	930,162	\$	1,080,162	\$	832,328	\$	584,494

NOTE: Annual Revenue is anticipated to remain at \$100,000 until 2031 when it will increase to \$150,000. The Crack Fill and Seal Coat repair cycle will begin in 2033 and occur every 7 years.

MEMORANDUM

DATE: 4/5/24

TO: City Council
FROM: Rebecca Kellen, City Administrator
COPIED:
SUBJECT: City Planner \$300 Escrow



Birchwood Village

From discussions with the City Planner, Ben Wickstrom, administration became aware of questions and details needing clarification regarding the \$300 City Planner Escrow. There was uncertainty about exactly how to implement this and when it made sense to begin charging residents, since conversations range from one and done to lengthy correspondence.

A three-way conversation between Ben, Mayor Ford, and Administrator Kellen lead to some guidance on how Ben should track resident planner assistance, and Mayor Ford requested that this item be placed on the May 2024 City Council Agenda to discuss. The suggestion is that residents should be able to discuss issues with the city planner for approximately ½ hour free of charge and then after that the planner should begin tracking time and notify administration to collect the \$300 escrow.

This memo is meant to serve as informational and to initiate city council discussions.

Regards,
Rebecca Kellen
City Administrator/Clerk
City of Birchwood Village, MN
office: (651) 426-3403
email: rebecca.kellen@cityofbirchwood.com
website: <http://www.cityofbirchwood.com/>

Re: Brightview Plow Damage Claim - CA 351466

Margaret Ford <Margaret.Ford@cityofbirchwood.com>

Fri 4/19/2024 2:47 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Hi Becky,

Cover the turf repair and sprinkler head repair from the budget. Let's discuss curb repair during the meeting next Tuesday as it falls under roadway discussion.

Best,

Margaret

Sent from my iPhone

On Apr 19, 2024, at 3:18 PM, Rebecca Kellen <rebecca.kellen@cityofbirchwood.com> wrote:

Hi Margaret,

Please see the email below regarding this claim for snowplow damage that they are not going to cover. They said that for this type of damage most cities consider this the cost of doing business, and additionally when I spoke with Brightview they said they typically cover items that are visible from the plow, such as a mailbox or stop sign, but nothing so low to the ground that it cannot be easily detected.

I am looking for your approval to cover the cost of repairs from the city budget, or if you would like for this to go to the council for a decision please let me know. Thanks.

<Outlook-qctk3cx1.png>

Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>



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From: Trebatoski, Phil <ptrebatoski@lmc.org>

Sent: Friday, April 19, 2024 11:49 AM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Cc: Vachelle Johnston <vachelle.johnston@northriskpartners.com>

Subject: Brightview Plow Damage Claim - CA 351466

Hi Rebecca:

I have reviewed the city's claims for damage sections of asphalt gutter/roadway, damage to turf and sprinkler heads, and water main access point cover. I understand the damage occurred during snow removal operations performed by Brightview Landscape LLC (Brightwood) during snow events in late March 2024. All damages are located within the city's right-of-way and no private property sustained damage.

Per our conversation yesterday, the LMCIT covenant specifically excludes coverage for property damage to roadways or other paved surfaces, land, subsoil or lawns, underground and buried pipes, flues or drains. Therefore, the LMCIT will not be able to make payment to the City for the any of the claimed damages.

Of note, the city's agreement with Brightview contains a clause that Brightview will only pay for damages... "determined by a court of competent jurisdiction to have been caused solely by Brightview's gross negligence or willful misconduct." It would be highly unlikely for any court to find gross negligence or willful misconduct on behalf of Brightview in this matter.

It is also fairly common for Minnesota cities to incur damage to roadways, turf, and buried pipes/sprinkler systems during normal plowing operations. Many cities use funds from their annual street maintenance/public works budget to provide repairs for any damage to the city's roads or right-of-way created during plowing operations.

I hope this email meets your needs for the written explanation of no coverage for the city's claimed damages. If you need a formal coverage declination letter from the LMCIT for this matter, please let me know and I can provide that for you.

Contact me directly with any questions or concerns.

Sincerely,

Phillip S. Trebatoski | Claims Adjuster III

Phone: (651) 215-4060 | Fax: (651) 281-1297

ptrebatoski@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103

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Claim for Snowplow Damage

Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Wed 4/17/2024 3:37 PM

To:claims@lmc.org <claims@lmc.org>

Cc:Therese Bellinger <Therese.Bellinger@cityofbirchwood.com>;Margaret Ford <Margaret.Ford@cityofbirchwood.com>

 5 attachments (3 MB)

MSA fully executed 11_15_23.pdf; 429 Wildwood - gutters ALL.pdf; 413 Lake Ave ALL.pdf; 3 Hall Ct Sprinkler Head Damage.pdf; Cedar and Cedar Water Line Cap and Hole.pdf;

Good day,

We are submitting a claim for damage that occurred on city ROW and at individual residential properties as a result of the snowplow clearing snow during the March 23-25 and March 26-27 snow events. We have checked with the contractor, Brightview, and they said that according to their contract they do not cover these damages. I have attached the contract for review. Here is description of losses and I have attached supporting documentation for each:

1. 10-foot section of gutters was damaged near 429 Wildwood. There have been reports of additional gutter damage throughout various parts of the city.
2. Damage to lawn and sprinkler head at 413 Lake Ave.
3. Sprinkler head and lawn damage at 3 Hall Court.
4. Water line cap broken and hole at Cedar and Cedar.

Please feel free to contact us if you need further information to process this claim. Thank you.



Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>



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Fw: Brightview Plow Damage Claim - CA 351466

Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Fri 4/19/2024 2:18 PM

To: Margaret Ford <Margaret.Ford@cityofbirchwood.com>

Cc: Therese Bellinger <Therese.Bellinger@cityofbirchwood.com>

Hi Margaret,

Please see the email below regarding this claim for snowplow damage that they are not going to cover. They said that for this type of damage most cities consider this the cost of doing business, and additionally when I spoke with Brightview they said they typically cover items that are visible from the plow, such as a mailbox or stop sign, but nothing so low to the ground that it cannot be easily detected.

I am looking for your approval to cover the cost of repairs from the city budget, or if you would like for this to go to the council for a decision please let me know. Thanks.



Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>



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From: Trebatoski, Phil <ptrebatoski@lmc.org>

Sent: Friday, April 19, 2024 11:49 AM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Cc: Vachelle Johnston <vachelle.johnston@northriskpartners.com>

Subject: Brightview Plow Damage Claim - CA 351466

Hi Rebecca:

I have reviewed the city's claims for damage sections of asphalt gutter/roadway, damage to turf and sprinkler heads, and water main access point cover. I understand the damage occurred during snow removal operations performed by Brightview Landscape LLC (Brightwood) during snow events in late March 2024. All damages are located within the city's right-of-way and no private property sustained damage.

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Of note, the city's agreement with Brightview contains a clause that Brightview will only pay for damages... "determined by a court of competent jurisdiction to have been caused solely by Brightview's gross negligence or

willful misconduct.” It would be highly unlikely for any court to find gross negligence or willful misconduct on behalf of Brightview in this matter.

It is also fairly common for Minnesota cities to incur damage to roadways, turf, and buried pipes/sprinkler systems during normal plowing operations. Many cities use funds from their annual street maintenance/public works budget to provide repairs for any damage to the city’s roads or right-of-way created during plowing operations.

I hope this email meets your needs for the written explanation of no coverage for the city’s claimed damages. If you need a formal coverage declination letter from the LMCIT for this matter, please let me know and I can provide that for you.

Contact me directly with any questions or concerns.

Sincerely,

Phillip S. Trebatoski | Claims Adjuster III

Phone: (651) 215-4060 | Fax: (651) 281-1297

ptrebatoski@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103

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Infrastructure

Mark Mammel MD <mamme001@umn.edu>

Wed 4/10/2024 10:44 AM

To:City of Birchwood Village <info@cityofbirchwood.com>

Cc:Nancy Mammel <nancymammel@gmail.com>;jalnes@comcast.net <jalnes@comcast.net>

 1 attachments (7 MB)

IMG_3997.JPEG;

Hello-

My wife & I live at 143 Wildwood Ave. I was in touch last year about the poor condition of Wildwood Ave in our area. A few small patches resulted, but most potholes were untouched. The road is looking more like a trail for off-road vehicles every season. We would be grateful to see our tax dollars used to repair this Birchwood thoroughfare!

Additionally, we live on an easement to one of the city dock complexes. As you can see, the retaining wall is in rough shape, in danger of collapse anytime. The sidewalk to the docks is also in poor shape. I hope these areas are in the budget for maintenance.

Thanks

Mark & Nancy Mammel



RE: The Lake Links Trail

H.A.Kantrud <hakantrud@protonmail.com>

Thu 5/2/2024 2:58 PM

To:Chad Lemmons <chadlemmons@kellyandlemmons.com>

Cc:Dale Reed <Dale.Reed@whitebeartownship.org>;Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Well, based on what Dale has indicated, I think we can just incorporate an advise-and-opt-out provision for the regular maintenance pieces, with the budgeted/allocated costs delivered to Birchwood by a certain time and then payable unless advised otherwise within a few weeks of delivery? It is such a small section of the trail I still think it makes some sense to get a ballpark figure of the routine costs and just suggest an annual contribution... Again I can't imagine it would be more than a few hundred bucks.

H.Alan

"Conservatives pride themselves on resisting change, which is as it should be. But intelligent deference to tradition and stability can evolve into intellectual sloth and moral fanaticism, as when conservatives simply decline to look up from dogma because the effort to raise their heads and reconsider is too great." William F. Buckley

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Sent with [Proton Mail](#) secure email.

On Thursday, May 2nd, 2024 at 1:26 PM, Chad Lemmons <chadlemmons@kellyandlemmons.com> wrote:

Alan

Thanks for the email. The Town understands Birchwood did not have a lot of say in the trail. Keep in mind the Township was in the same position as the City when it came to input. Send me your proposed language and I will forward it to the Board.

Chad D. Lemmons

Attorney at Law



Phone: (651) 224-3781 Fax: (651) 223-8019

Email: chadlemmons@kellyandlemmons.com

Kelly & Lemmons, P.A. | 2350 Wycliff Street, Suite 200 | St. Paul, MN 55114

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From: H.A.Kantrud <hakantrud@protonmail.com>

Sent: Thursday, May 02, 2024 12:03 PM

To: Dale Reed <Dale.Reed@whitebeartownship.org>; Chad Lemmons <chadlemmons@kellyandlemmons.com>; Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Subject: The Lake Links Trail

Dale~

The good news is that the Birchwood folks realize that the trail agreement is not designed to be a huge burden on them, per se. So they are inclined to agree to the basic tenets. That said they would like to see a couple additions: first they would like an idea of what the Town considers to be "maintenance" that they would be invoiced for? It's a trail and should not really need much most of the time. Perhaps a small annual contribution would be a better idea? 2-300 bucks maybe? Second is the reconstruction part and its associated costs. The Council is still a bit chafed that the County just turned this all back AND put a trail in without much input (if any) from Birchwood and that now they have yet another "thing" to be responsible for. So I'm thinking that the City would like a bit more clarity and control over that process. I don't have exact language yet as I wanted to bring you up to speed with the current thinking at the moment. If these are not unreasonable then I expect we can modify the agreement accordingly.

H. Alan Kantrud

"Conservatives pride themselves on resisting change, which is as it should be. But intelligent deference to tradition and stability can evolve into intellectual sloth and moral fanaticism, as when conservatives simply decline to look up from dogma because the effort to raise their heads and reconsider is too great." William F. Buckley

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Sent with Proton Mail secure email.

MEMORANDUM

DATE: 5/2/24

TO: City Council
FROM: Rebecca Kellen, City Administrator
COPIED:
SUBJECT: Drain Cleaning



Birchwood Village

The city received a request to have the storm water drain at 165 Wildwood cleaned. In researching our files it appears that drain cleaning is done periodically by assessing all drains and comparing them to prior assessments (at least annually).

We used a form that was used in past years to measure the depth of our drains and compared that to the most recent past assessment which took place in May of 2020 to help determine which drains are in the most need of cleaning. The results can be found on the next page.

There is \$2000 in the budget for drain cleaning in 2024. In speaking with Jon Manship he received an estimate from 3 companies that were all approximately \$300/hr. He said it would take anywhere from ½ hour to 2 hours per drain, depending on a number of factors.

Administration would like approval to move forward with the cleaning of drains for the budgeted amount of \$2000 at the most. Administration would like for the council to determine the order of priority of each drain for drain cleaning, and suggests that council include prioritizing Grotto Street and Wildwood and 165 Wildwood based on the change from prior reading and the resident request.

Regards,
Rebecca Kellen
City Administrator/Clerk
City of Birchwood Village, MN
office: (651) 426-3403
email: rebecca.kellen@cityofbirchwood.com
website: <http://www.cityofbirchwood.com/>

2024



**CITY OF BIRCHWOOD VILLAGE
SUMP INSPECTION REPORT**

2024

Number	Location	Depth Below Outlet Pipe*	Change From Prior Reading	Cleaning Required (Yes/No)	Date of Reading	Material Removed**	Condition of Structure/ Maintenance Needed
1	165 Wildwood	2020 46" 18"	+28		May 24		
2	West of Birch Easement	23" 24"	-1		↓		
3	Birch Easement	18" 34"	-16				
4	West of Elm Easement (6' Deep)	20" 13"	+7				
5	Elm Easement Solid Cover	36" 19"	+17				
6	East of Elm Easement	25" 6"	+19				
7	Tighe-Schmitz Park across from Dellwood Easement	39" 34"	+5				
8	Grotto Street and Wildwood Solid Cover	35" 6"	+29				
9	Cedar Street and Hall Avenue	20" 11"	+9				

*Depth below outlet pipe should be measured as the distance from the bottom of the outlet pipe to the top level of any sediment in the structure. All sumps have four foot depths (with the exception of Number 4 as noted above). Sixty percent capacity has been reached/exceeded when measurement is 19 inches or less.

**Material removed is calculated in cubic yards with depth below outlet pipe in inches: $1.86 - (0.039 \times \text{Depth below Outlet Pipe})$.

INSPECTED BY: Jim Rydman

DATE: 5-2-24

Re: Storm Water Drain at 165 Wildwood

Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Thu 4/11/2024 3:26 PM

To: Cora and Don Hankins <hanks.hideaway@gmail.com>; City of Birchwood Village <info@cityofbirchwood.com>

Hi Cora and Don,

I wanted to provide you with an update on the cleaning of the storm water drain at 165 Wildwood. I spoke with Jon Manship today, our water superintendent, and he suggested that the city complete cleanup of 3-4 storm water drains simultaneously, including the one at 165 Wildwood. Due to the cost of such clean up, based on the estimates we have received, this will need city council approval and thus will be discussed at the May city council meeting. After this has been approved, we hope to move forward with clean up. We appreciate your patience as we move forward through the approval and planning process and please let us know if you have any questions. Thanks.



Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>



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From: Cora and Don Hankins <hanks.hideaway@gmail.com>

Sent: Saturday, April 6, 2024 6:08 PM

To: City of Birchwood Village <info@cityofbirchwood.com>

Subject: Storm Water Drain at 165 Wildwood

Please have the sump for the storm water drain at 165 Wildwood cleaned. It is completely full of silt and sand

Thank you

Don Hankins

165 Wildwood

April 25, 2024

Mayor Margaret Ford
207 Birchwood Avenue
Birchwood, MN 55110

Re: Eligibility for the Federal Community Development Block Grant Program

Dear Mayor Margaret Ford:

We want to take this opportunity to offer your community the option of continued participation with Washington County in the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program. Our records show that your community has a signed Cooperative Agreement with the county that has an automatic renewal clause. The next three-year cycle will begin October 1, 2024 and end September 30, 2027. Washington County receives an annual allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds of approximately one million dollars. These funds are currently administered through the Washington County Community Development Agency (CDA).

Washington County is able to receive these funds from the US Department of Housing and Urban Development (HUD) through the participation of local communities in a Cooperative Agreement with the county. Eligibility and the actual dollar amount received by the county are based upon the population accumulated through the number of jurisdictions that join with Washington County. Twenty-nine cities and townships have chosen to participate by signing Cooperative Agreements with Washington County. Every three years, the County must renew entitlement status with HUD. Communities have the chance to "opt out" of the program. Federal regulations require that we inform you that being a part of the Washington County program means you cannot apply for CDBG funds administered through the state. However, you would still be eligible to apply for state administered HOME funds.

Most of the CDBG and HOME funds are competitively awarded to housing and community development activities benefiting low- and moderate-income residents of Washington County. Inclusion in our program does not require that you actively participate (such as applying for competitive grants). Washington County CDA also administers a county-wide owner occupied rehabilitation loan program which is available to households at 80% of area median income or below residing in participating communities. The loans can be used to improve health, safety and energy efficiency.

We are pleased with the active participation of many of our municipalities since we became a CDBG grantee in 2001. Many communities have completed, or are currently implementing, CDBG and HOME projects which will provide community facilities and affordable housing for low- and moderate-income residents. The 2020-2024 Consolidated Plan describing funding priorities can be found at www.washingtoncountycda.org. If you have any questions regarding the entitlement renewal or the CDBG and HOME programs and how they can assist your community, please contact Angie Shuppert, Community Development Programs Manager at the Washington County CDA. She can be reached at 651-379-9551 or angies@washingtoncountycda.org.

Should you choose to "opt out" of the Washington County CDBG and HOME program, please be advised that you may not have an opportunity to participate in the Community Development Block Grant program with Washington County for the next three years. Please notify the following individuals in writing by letter or email by **June 10, 2024** if you choose to opt out of the program:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Service Center Cottage Grove
13000 Ravine Parkway
Cottage Grove, MN 55016
Phone: 651-430-4159
Fax: 651-430-4157 | <input type="checkbox"/> Service Center Forest Lake
19955 Forest Road N
Forest Lake, MN 55025
Phone: 651-275-7260
Fax: 651-275-7263 | <input type="checkbox"/> Government Center
14949 62nd St N P.O. Box 30
Stillwater, MN 55082-0030
Phone: 651-430-6455
Fax: 651-430-6605 | <input type="checkbox"/> Service Center Woodbury
2150 Radio Drive
Woodbury, MN 55125
Phone: 651-275-8650
Fax: 651-275-8682 |
|--|---|--|--|

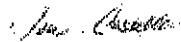
Sarah Tripple
sarah.tripple@co.washington.mn.us
Planning and Program Manager
Washington County Community Services
14949 62nd Street N, PO Box 30
Stillwater, MN 55082

Christine Goatley
Christine.M.Goatley@hud.gov
HUD Representative
US Dept of HUD
212 3rd Ave S #150
Minneapolis, MN 55401

If you choose to remain within the Washington County CDBG Entitlement Community a Cooperative Agreement will need to be executed between the Community and Washington County by July 14, 2024.

We are pleased with the active participation of many of our municipalities since 2001. Many communities have completed, or are currently implementing, CDBG and HOME projects which will provide community facilities and affordable housing for low- and moderate-income residents.

Sincerely,



Jennifer Castillo
Director, Washington County Community Services



WASHINGTON COUNTY

BOARD OF COMMISSIONERS

GOVERNMENT CENTER

14949 62ND STREET NORTH • P. O. BOX 6 • STILLWATER, MINNESOTA 55082-0006
(651) 430-6000

Facsimile Machine (651) 430-6017

Dennis C. Hegberg
District 1

Bill Pulkrabek
District 2

Wally Abrahamson
District 3

Myra Peterson
District 4

Dick Stafford
District 5/Chair

August 14, 2000

Kathy Weber, Clerk
City of Birchwood
9 Oakridge Drive
White Bear Lake, MN 55110

Dear Ms. Weber:

Thank you for agreeing to participate with Washington County and your neighboring cities and townships in the HUD Community Development Block Grant (CDBG) program. Birchwood's Cooperation Agreement has been received and will be kept on file in our office. Enclosed is a copy of the Agreement for your file.

We look forward to working with Birchwood and the other local communities to develop this program and provide public improvements and public services to low and moderate income residents of Washington County. We will continue to share information as we move forward in this important project.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. H. Stafford".

R. H. Stafford, Chair
Washington County Board of Commissioners

/aa

Enclosure

cc Washington County Board of Commissioners
Jim Schug, County Administrator

**WASHINGTON COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into under the auspices of MINN. STAT. § 471.59 and in furtherance of the requirements of the federal Community Development Block Grant (CDBG) program by and between the County of Washington, State of Minnesota (County) and the City of Birchwood, hereinafter referred to as "Cooperating Community," both parties being governmental units of the State of Minnesota.

WITNESSETH:

WHEREAS, Title I of the federal Housing and Community Development Act of 1974 as amended provides for a program of community block grants to urban counties as that term is defined in the Act; and

WHEREAS, Washington County, Minnesota meets the criteria of urban county and is eligible to receive CDBG funds; and

WHEREAS, part 570, Chapter V of Title 24 of the Code of Federal Regulations (C.F.R.) sets forth the regulations governing the applicability and use of funds under Title I; and

WHEREAS, 24 C.F.R. § 570.105 establishes the program qualification of an urban county as a county having a certain threshold population which is the combination of the population of unincorporated areas, plus the population of participating incorporated areas; and

WHEREAS, in order to be considered a participating incorporated area under the above definition, the City must enter into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to the CDBG Program; and

WHEREAS, it is in the interest of the City to have its population counted together with other municipalities of Washington County in order to be able to participate in these federal programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

For purposes of this Agreement, the terms defined in this section have the following meaning:

A. "The Act" means the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 U.S.C. 5301, *et seq.*).

B. "Regulation" means the rules and regulations promulgated pursuant to the Acts, including but not limited to 24 C.F.R. Part 570.

C. "HUD" means the United States Department of Housing and Urban Development.

D. "Cooperating Community" means any city or township in Washington County which has entered into this Agreement or one which is identical.

E. "CDBG Program" means federal program instituted under 42 U.S.C. § 5301, *et seq.* as amended.

The definitions contained in 42 U.S.C. § 5302 and 24 C.F.R. 570.3, as amended are incorporated herein by reference and made a part hereof.

II. PURPOSE

The Cooperating Community and the County have determined that it is desirable and in the interests of the citizens that the County qualify as an urban county within the provisions of the Act. This Agreement contemplates that identical agreements will be executed between the County and other cities and townships within the County, thus enabling the County to qualify under the Act.

The purpose of this Agreement is to authorize the County to participate with the Cooperating Community in undertaking or to assist in undertaking essential community development and housing

assistance activities pursuant to the CDBG entitlement Program.

III. TERM OF AGREEMENT

This Agreement shall be in effect upon execution and terminate no sooner than the end of the third program year covered by the application for the basic grant amount and approved after the effective date. This Agreement shall renew automatically for subsequent three-year program-periods unless written notice of termination to be effective at the end of the current three year program-period is given by the Cooperating Community to the County following the same schedule as the "opt-out" notification requirements as established by HUD. Since this Agreement has an automatic renewal provision, the County shall, prior to the "opt-out" date, provide written notification to the Cooperating Community of the Community's of its rights under this "opt-out" provision.

The parties agree that this Agreement will remain in effect until CDBG and program income received for activities carried out during the three year qualification period (and any successive periods under the automatic renewal provision) are expended and the funded activities completed, and that the county and Cooperating Community cannot terminate or withdraw from this Agreement during this period. Notwithstanding any other provision of this Agreement, this Agreement shall be terminated at the end of any program year during which HUD withdraws its designation of Washington County as an urban county under the Act.

IV. METHOD

The Cooperating Community and County hereby agree that they will cooperate to undertake or to assist in undertaking essential community development and housing assistance activities as described in 24 C.F.R. §570.307(C). The Cooperating Community expressly agrees that it will undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publically assisted housing if the County does not have such power. The County shall prepare and submit to HUD and appropriate reviewing agencies, all necessary applications for a basic grant amount under the CDBG requirements. In making the application, the County shall address the goals and needs of County as developed in meetings between the Community, its citizens and the County, and also addressing the Act and other relevant Minnesota and/or federal statutes and regulations. The parties agree to cooperate fully in establishing priorities and in preparation of the application for a basic grant amount. The Cooperating Community and the County agree that the County shall establish a reasonable time schedule for the development of the grant application.

It is anticipated by the parties that the party ultimately implementing a project funded by monies received from the grant may be either the Cooperating Community, or the County. The determination of which party will implement the project will be made by the parties after consideration of the nature and scope of the project, and the ability of each party to undertake the project, though it is understood by the Cooperating Community that the County shall have final responsibility for selecting projects and filing annual grant requests. The County is hereby authorized to distribute to the Cooperating Community such funds as are determined appropriate for the Community to use in implementing a project and the County is hereby authorized to undertake projects within the Cooperating Community as are determined appropriate for the County to undertake. Contracts awarded and purchases made pursuant to a project under this Agreement shall conform to Minnesota statute and to the requirements of the entity undertaking the project.

V. SPECIAL PROVISIONS

A. Nothing in this Agreement is intended to prevent or otherwise modify or abrogate the right of the Cooperating Community or the County to submit individual applications for discretionary funds in the event County does not receive designation as an urban county entity under the Act.

B. The Cooperating Community and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of their respective officers, agents and employees relating to activities conducted by either under this Agreement, the Act or the Regulation.

C. In the event that there is a revision of the Act and/or Regulation which would make this Agreement out of compliance with the Act or Regulation, both parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance.

D. Both parties understand and agree that the refusal to renegotiate this Agreement in order to bring it into compliance will result in de facto termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulation.

E. All funds received by the County under the Act shall be deposited in the County treasury.

F. The Cooperating Community and the County shall maintain financial and other records and accounts in accordance with requirements of the Act and Regulation. Such records and accounts will be in such form as to permit reports required of the County to be prepared therefrom and to permit the tracing of grant funds and program income to final expenditure.

G. The Cooperating Community and the County agree to make available all records and accounts with respect to matters covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials. Such records shall be retained as provided by law, but in no event for a period of less than three years from the date of completion of any activity funded under the Act or less than three years from the last receipt of program income resulting from activity implementation. The County shall perform all audits of the basic grant amounts and resulting program income as required under the Act and Regulation.

H. The parties mutually agree to take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of the Housing and Community Development Act of 1974 and with all other applicable requirements of the Act and the Regulations in the use of basic grant amounts. Nothing in this article shall be construed to lessen or abrogate the County's responsibility to assume all obligations of an applicant under the Act, including the development of applications pursuant to 24 C.F.R. 570.300 *et seq.*

I. Pursuant to 24 C.F.R. 570.501(6), the parties agree that the municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 C.F.R. 570.503.

J. The County and Cooperating Community shall take all actions necessary to assume compliance with the County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. The parties also agree that the County shall not fund activities in or in support of, any Cooperating Community that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

K. The parties agree that the Cooperating Community has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

L. The Cooperating Community acknowledges that by executing this Agreement it may not apply for grants from appropriations under the Small Cities or State Community Development Block Grant Programs for fiscal years during the period in which it participates in the County's CDBG Program. The Cooperating Community further acknowledges that during the period in which it participates in the County's

CDBG Program it may only participate in a HOME Program (42 U.S.C. § 12701 *et seq.* and regulations promulgated thereto) through the County and is precluded from forming a HOME Consortium for participation in the HOME Program, except through the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

WASHINGTON COUNTY, MINNESOTA

By: R. H. Stafford
R. H. Stafford, Chair
Board of Washington County Commissioners

Date: 8-1-00

By: James R. Schug
James R. Schug
Washington County Administrator

Date: 8/1/00

Approved as to form:
Sean King
Assistant County Attorney

City of Birchwood

By: D. J. Erikson
Its: Mayor

Date: 7/11/00

And: Katherine M. Welton
Its: Clerk

Date: 7/11/00

Amendment # 1 for Grant Contract Agreement # 215530

Grant Agreement Start Date:	<u>July 15, 2022</u>	Total Grant Agreement Amount:	<u>\$9,375.00</u>
Original Grant Agreement Expiration Date:	<u>June 28, 2024</u>	Original Grant Agreement Amount:	<u>\$9,375.00</u>
Current Grant Agreement Expiration Date:	<u>June 28, 2024</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Grant Agreement Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 (“State”) and Birchwood Village, 207 Birchwood Avenue, Birchwood Village, MN 55110 (“Grantee”).

Recitals

1. The State has a grant contract agreement with the Grantee identified as 215530 (“Original Grant Contract”) to provide Urban and Community Forestry Services for the Preparing for Emerald Ash Borer project.
2. This agreement is being amended to update the tree species in Exhibit A due to a tree inventory appeal
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2. “**Grantee’s Duties**” is amended as follows:

The Grantee, who is not a state employee, will:

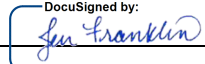
Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

Perform the duties specified in ~~Exhibit A~~ Exhibit A.1, Exhibit B, and Exhibit C, which are incorporated and made a part of this agreement.

The Original Grant Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Grant Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15


Signed:  _____
DocuSigned by:
2E922DDE6FE54CC...

Date: August 30, 2022

SWIFT Contract/PO No(s). 215530 / 3-214423


2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:  _____
DocuSigned by:
1E0DEE56DCDF4D3...

Title: Mayor

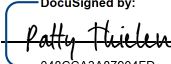
Date: September 3, 2022

By:  _____
DocuSigned by:
BECF9975899D46B...

Title: Mayor

Date: September 3, 2022

3. STATE AGENCY

By:  _____
DocuSigned by:
048CCA3A87904FD...

Title: Director

Date: September 5, 2022

Distribution:
Agency
Grantee
State's Authorized Representative

~~Exhibit A~~ **Exhibit A.1: Grant Project Deliverables**

2022 Preparing for Emerald Ash Borer
City of Birchwood Village Deliverables

Grant Sum Total: \$9,375.00

Grant Contact Deliverables

- Adopting an EAB management plan through this grant process if the community does not yet have one in place
- Each ash tree removed must be replaced with a newly planted tree
- Grantee must be willing to participate in work by the Minnesota Department of Agriculture and University of Minnesota to evaluate project impacts

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to insure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

December 16, 2022 Update:

June 16, 2023 Update:

December 15, 2023 Update:

June 28, 2024 Update:

As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 12/15/22) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the City of Birchwood Village's application:

Project Overview and Need

Birchwood Village is a small, purely residential community (pop. 876) located within Washington County along the shoreline of White Bear Lake. EAB has now established itself here during the past two years. Last year our entire tree care budget was consumed by this problem, which is now city-wide. This is problematic since the city needs to continue to fight Dutch elm disease, oak wilt and chestnut borer, which have also attacked our urban forest.

The City relies entirely on residential property tax revenue, and there are very few ways for the City to raise funds when unexpected occurrences like this happen. Any assistance that the City receives through this grant will allow the city to keep ahead of the EAB infestation.

The City of Birchwood Village requests funding to produce \$12,500 to be used for the following:

1. To inspect all trees on public property for Emerald Ash Borer
2. To pay a contractor to remove all infected trees, purchase replacement trees, and replant the new trees on a 1-for-1 basis.
3. To pay a professional contractor (who/that is not part of the local government unit) to develop an EAB management plan to be adopted by the City.

By implementing this EAB management program, the city hopes to maintain its dense tree canopy, thus protecting the city from excessive runoff which would otherwise flow directly into White Bear Lake and adversely affecting this regional, recreational, and highly-prized natural resource

Project Timeline

Should the City receive approval for funding through this grant opportunity, the City would immediately authorize the City's Independent Contractor Tree Inspector (a Minnesota Certified Tree Inspector) to complete a full inspection of all trees on publicly owned land. This inspection would be conducted specifically to identify cases of Emerald Ash Borer. Depending upon final execution of the grant agreement, the City would propose to have this step completed by 8/31/2022.

The next step: the City would solicit bids from professional contractors that could create an EAB Management Plan that the City Council could adopt. This process would begin immediately. The City would propose to have the finalized EAB Management Plan adopted into City Code by January 1, 2023.

The city has a significant number of Green ash trees in its parks. Removal should be able to be accomplished by October 31, 2023. This should provide sufficient time for finalized reports/pictures to be created by the City for submission to the DNR ahead of the June 28, 2024 deadline. It should be noted, however, the city does not have any full time staff--it uses independent contractors for its tree care and it is at the mercy of their schedules and any back logs that are beyond its control.

Project Budget Explanation

1. The City expects to spend \$12,000 to pay contractors to identify infected trees, remove trees, purchase and plant replacement trees with appropriate amenities (watering, soil amendments, etc) to ensure successful transplanting.

The city has a history of using volunteers, which will allow it to maximize plan improvements and increase the scope of the project--including additional trees in all affected areas. Extra attention will be focused on creating a varied species environment that is less susceptible to wholesale disease or insect damage.

2. The City expects to allocate \$500 to pay for the outsourced contractor time to create an EAB Management Plan

3. The project will include a tree inventory/survey to identify tree species and size where green ash is present in public spaces.

4. Replacement trees will be a mixture of spruce (NOT blue/colorado), pine and birch--since this is "Birchwood". Those species represent a small minority (less than 10%) of the city's current tree stock, which is primarily Oak, Ash, Box elder and maple). The replacement trees will be transplanted by a spade truck and monitored/watered by city staff.

Project Impacts on Priority Landscapes and Populations

As stated before, the City of Birchwood Village is a purely residential community that has little to no opportunity for conducting community benefit projects such as these without requiring property taxes to be raised which of course directly impacts residents' financial well-being.

In addition to this funding hurdle, the City is geographically nestled in between the cities of White Bear Lake and Mahtomedi. With the dense canopy of these three cities, it is highly likely that left untreated, any possible EAB infection within the City of Birchwood's public land trees could spread to these other communities more easily if Birchwood is left to attend to this problem independently, as the City would need to take a slower approach in order to minimize the financial impact.

Communication

The City is proactive in reaching out to residents. It utilizes email campaigns, quarterly newsletters, public notices in the White Bear Press, notices on the City's website, notices on the city hall bulletin board, announcements at Council meetings, and direct mailers for special projects. The council also engages residents on a one-to-one basis. This provides an opportunity to communicate and educate the community on this issue.

The City would utilize all of the above to communicate the scheduling of the tree inspections, the timing of tree removal & replacement, and any follow-up.

The City would also utilize the above referenced methods to communicate to residents the EAB Management Plan adoption process as well as to provide education for how residents can handle EAB on their own properties.

Key Personnel

City Tree Inspector: The City of Birchwood Village contracts this out to a licensed/certified professional. The City would use this professional to conduct Activity #1 from the "Project Overview and Need" section of this application (inspect all trees on City owned property for EAB infection). The City will require the same items that the City already requires: Being a certified inspector, licensed with the State, insured.

City Administrator/Clerk: This role is the head administrative professional for the City who would be tasked with administering the approved program (executing contracts, drafting communications, submitting reimbursement requests, scheduling public hearings, etc.)

Independent Contractor #1: This position would be the person or organization hired on a contract to complete Activity #2 (Remove infected trees, purchase replacement trees, & replant new trees). In an effort to avoid any potential conflict of interest, the City proposes to hire such a contractor instead of assigning all of Activity 1 and Activity #2 to the same individual. The City will require this contractor to be licensed and insured. Preference will be given to a contractor that can prove expertise in remediation of EAB.

Independent Contractor #2: This position would be the person or organization hired on a contract to complete Activity #3 (Develop an EAB Management Plan to be adopted into City Code). The City will require this contractor to have all regularly required business licensing with the State and to be insured.

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:

- Acer (maple): 39.62%

- Fraxinus (ash): 15.09%
- Quercus (oak): 13.83%
- ~~Picea (spruce): 20.5%~~
- ~~Acer (maple): 18.5%~~
- ~~Fraxinus (ash): 14.4%~~

All trees planted with grant funds are expected to be maintained based on the City of Birchwood Village's Three Year Tree Maintenance Plan submitted as Exhibit C. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Birchwood Village.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports, including a relevant certification and/or declaration
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
 - Identify the location of ash trees that have been treated
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species and size, to obtain grand fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is ¾"-2" caliper bareroot or a container class size #20 or smaller.

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date on the fully executed grant agreement
- Staff time for local government unit employees

- Purchase of trees listed on the [Minnesota Invasive Terrestrial Plants](#) list, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven
- Purchase of balled and burlapped trees, containerized trees larger than #20, and bareroot trees greater than 2" caliper diameter
- Purchase of tree species that already make up 10% or more of the community's public trees, or whose family makes up 20% or more of the public trees
- Purchase of plants such as shrubs, living ground covers, sod, grass seed, and flowers
- Purchase of land or easements
- Major soil and grade changes or construction
- Equipment purchases equal to or exceeding \$5,000
- Purchase of meals or snacks for volunteers
- Experimental practices not approved by DNR

Acknowledgments

Minnesota Department of Natural Resources

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., "This publication made possible through a grant from the Minnesota Department of Natural Resources." OR "This project was conducted in cooperation with the Minnesota Department of Natural Resources."
- Logo is permitted for use and can be obtained by contacting the UCF Team.

Re: Update Request: 2022 Preparing for EAB Project Status

Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Fri 4/19/2024 11:26 AM

To: MN_UCF (DNR) <ucf.dnr@state.mn.us>

Cc: Margaret Ford <Margaret.Ford@cityofbirchwood.com>

 3 attachments (4 MB)

Invoices and Map for Tree Removal.pdf; EAB Mgmt Plan 121322.pdf; Cost for trees and labor.xlsx;

Thank you for reaching out for an update on our EAB Grant. We are indeed on track and excited to complete the project by the June 30th deadline. Here is what we have accomplished to date:

- The inspection of all trees on public property in Birchwood Village was completed in the fall of 2022.
- 38 diseased Ash Trees were removed from city property between January and July of 2023. 21 trees were removed from Polly's Park and the remaining 17 from other areas in the city. The total cost of removal was \$16,200. I have attached the invoices for removal as well as maps of where the trees were removed.
- An AEB Tree Management Plan was adopted by the city council in December of 2022. A copy of it is attached.

Here is what we have planned to accomplish prior to the June 30, 2024 deadline.

- Purchase and replace 21 trees in Polly's Park. The estimated cost for purchasing, planting and watering 7 Norway Spruce, 7 Eastern White Pine and 7 Birch Betula River Heritage Bare Root is \$5915. Attached is a spreadsheet with the cost estimations.

Please let us know if there is anything we should know about purchasing and replanting that we may not be aware of and also feel free to reach out with any questions or concerns that you may have. Once again, we are excited to move forward with the project.



Rebecca Kellen, MBA
City Administrator
City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>



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From: MN_UCF (DNR) <ucf.dnr@state.mn.us>

Sent: Tuesday, April 16, 2024 4:01 PM

Subject: Update Request: 2022 Preparing for EAB Project Status

Greetings,

If you are receiving this email, it is because you are a recipient of 2022 Preparing for EAB grant funds who, according to our records, may not be on track to complete your funded project prior to the end of this grant program in June.

We understand that managing a grant project can be complex and that unforeseen circumstances do arise. However, it is critical for us to ensure that all projects are on track as this grant program nears its expiry date of June 30, 2024. We are unable to offer project extensions at this time.

Please take some time to provide the UCF team with a project progress update by Friday, April 19 indicating whether your project is on track for completion by June 30, 2024.

It is important to note that **any unused funds remaining for your grant program will be returned to the legislature**. There are several reasons that not meeting your grant contract and returning funding is problematic:

- It can reflect poorly on the grantee and can impact decisions about future grant awards from the DNR.
- Minnesota communities are in critical need of funding, and not utilizing what we have been given has the potential to look as though communities don't need this assistance when we know many desperately do.

We want to ensure that you have the resources you need to successfully complete your project, so please let us know if there is any support we can provide. Your cooperation in providing this update is greatly appreciated, and we are here to help you in any way we can.

Thank you,

UCF Team

Item to Purchase at Gertens	Number to purchase	Cost per Unit	Total Cost	
Norway Spruce 5 ft. BB	7	\$299	\$2,093	
Eastern White Pine #10 Gal	7	\$180	\$1,260	
Birch Betula River Heritage Bare Root	7	\$60	\$420	
Cypress Mulch Bag 1.75 cu ft (3 bags per tree)	63	\$9	\$567	
			\$4,340	Total for Tree Purchases and Mulch
Type of Labor	Number of Hours	Cost per hour	Total Cost	
Delivery and Planting (2 hrs/tree)	42	\$25	\$1,050	
Watering (15 min/tree for 1 month)	21	\$25	\$525	
			\$1,575	Total for Labor to Plant and Water Trees
Total for Tree Purchases and Mulch	\$4,340			
Total for Labor to Plant and Water Trees	\$1,575			
Total for trees, mulch, delivery, planting, and watering	\$5,915			
				196

MEMORANDUM

DATE: 4/23/24

TO: City Council
FROM: Rebecca Kellen, City Administrator
COPIED:
SUBJECT: 131 Wildwood Vacant



Birchwood Village

The city received a complaint regarding a possible vacancy and rodent infestation at 131 Wildwood. City Building Inspector Jack Kramer visited the property to confirm vacancy. The city sent out a letter to the property owners at both known addresses on 4/23/24 along with the vacant building registration form asking the property owners to register the property and remedy any rodent situation at the property.

This memo is meant to serve as informational to the Mayor and city council.

Regards,
Rebecca Kellen
City Administrator/Clerk
City of Birchwood Village, MN
office: (651) 426-3403
email: rebecca.kellen@cityofbirchwood.com
website: <http://www.cityofbirchwood.com/>

To: Birchwood City Council
From: Ryan Hankins
Re: 310 and 312 Wildwood Ave.

The city sent a notice with the following on March 19, 2024:

- Within 30 days, register 310 Wildwood as vacant and pay the appropriate fee.
- a. Within 30 days, remove all rubbish from the property grounds.
 - b. Within 90 days, provide a plan to eliminate erosion into the street from the driveway, such as adding a silt fence.
 - c. Require the property owner to certify that they have secured the utilities such as gas, electric, and water.
 - d. Direct staff to reach out to the property owner to offer the assistance of Jack Kramer, Building Inspector, in securing the property against squatters.

Some rubbish, including tires, remains on the property. There are some old straw erosion barriers, but they are less effective because cars have run over them entering the driveway. In the past, neighbors have removed wheelbarrow loads of gravel downhill after significant rains. The houses need repair.

However, the properties appear vacant and have been registered and secured, and the grounds have been cleaned up substantially. I suggest we recognize the progress at 310 and 312 Wildwood and the efforts of the property owner and revisit the conditions in a few months or as needed. We can also make sure that our city planning services are available to any buyer for redevelopment.

April 29, 2024



FW: 310/312 Wildwood Inspection Request

JOHN T Kramer <INSPJACK@msn.com>

Mon 5/6/2024 3:21 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Hi Rebecca,

I inspected the properties at 310 & 312 Wildwood today. Please see my notes below.

Both homes are secure. Padlocks are located on both exterior doors and the Patio door is secured in the lower lever of the two story home.

The gas meters are locked-out.

The interior furnishings, trash and junk has been removed from both homes.

The property has been cleaned up on the exterior, with the exception of an old boat and four tires. Definitely a big improvement.

I have received several calls from interested individuals who wish to purchase the property, I advised them to contact Julie Simming. Her information is posted on the front door of the smaller home.

Thank you,

Jack

From: JOHN T Kramer

Sent: Friday, May 3, 2024 2:51 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Subject: RE: 310/312 Wildwood Inspection Request

Hi Rebecca,

I spoke with Derrick Thompson the representative of the property this week and he indicated the exterior of the property is 90% cleaned-up. Excel Energy will be locking out the gas meters soon. I will schedule a final inspection with him next week.

“ Have a good weekend” !

Jack

From: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Sent: Friday, May 3, 2024 2:28 PM

To: Jack Kramer <inspjack@msn.com>

Subject: Fw: 310/312 Wildwood Inspection Request

Hi Jack,

I just wanted to follow up to see if you have been able to inspect the interior and exterior of 310 and 312 Wildwood, as well as confirm that the excess flow auto gas shut off valves have been installed properly at both locations. Please let me know if there has been any progress to date. Thanks.

Has the interior and exterior of the property been completely inspected? Yes/No

Has the excess flow auto gas shut off valve been installed properly? Yes/No



Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>

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From: Rebecca Kellen
Sent: Tuesday, April 23, 2024 12:19 PM
To: Jack Kramer <inspjack@msn.com>
Subject: 310/312 Wildwood Inspection Request

Hi Jack,

We received the vacant building registration form and payment from Elizabeth Simning for 310 and 312 Wildwood. There are a couple of questions that I need help answering on the form. I have listed them below. If you could make arrangements with Elizabeth to do another inspection to make sure everything is in order that would be great. She can be reached at 763-218-8317 or at lizsim5@comcast.net. Thank you for your help with this.

Has the interior and exterior of the property been completely inspected? Yes/No
Has the excess flow auto gas shut off valve been installed properly? Yes/No



Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

Assessments / 312 AND 310 Wildwood Avenue

Camille Lund <Camille@title-smart.com>

Mon 4/29/2024 1:28 PM

To: City of Birchwood Village <info@cityofbirchwood.com>

This message was sent securely using Zix®

Hello,

Could you please tell me if there are any pending or levied assessments on the following property? Closing is scheduled for 5/10

312 Wildwood Avenue - 30.030.21.21.0066

AND

310 Wildwood Avenue - 30.030.21.21.0065

Thanks in advance!

Camille Lund

Closing Assistant

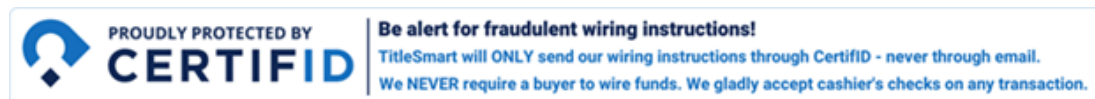


4810 White Bear Parkway #100, White Bear Lake, MN 55110 | *Plus 6 other metro [locations!](#)*

Phone: 651-779-3075 | **Fax:** 651-779-3066 | **Email:** camille@title-smart.com

Closer: Amy Bakke | **Team Email:** amyteam@title-smart.com

MN License No. 40130673 | **WI License No.** 6930014 | **TS License No.** 40025573



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RE: 232 CEDAR STREET, SAINT PAUL, MN 55110

Codecompliance <Codecompliance@safeguardproperties.com>

Wed 5/8/2024 3:02 PM

To: Patterson, Heather <Heather.Patterson@citizensbank.com>; Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>; Alan Kantrud <hakantrud@protonmail.com>
Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Yes, all exterior debris was removed, including the tree limb down the hill toward the road. We are only pending confirmation of compliance.

Diana Finlason

Code Compliance Specialist

Safeguard Properties

O: 1-800-852-8306 Option 1, **x1742**

7887 Safeguard Circle (Hub Parkway)

Valley View, OH 44125

Codecompliance@safeguardproperties.com

www.safeguardproperties.com

"Customer Service = Resolution®"

Safeguarding our clients' interests

From: Patterson, Heather <Heather.Patterson@citizensbank.com>

Sent: Tuesday, May 7, 2024 4:01 PM

To: Codecompliance <Codecompliance@safeguardproperties.com>; Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>; Alan Kantrud <hakantrud@protonmail.com>

Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Subject: RE: 232 CEDAR STREET, SAINT PAUL, MN 55110

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Diana,

Was the exterior debris at the back of the house removed as well?

Thank you,

Heather Patterson

Property Preservation/Foreclosure Specialist II

Citizens One VAM-360

10561 Telegraph Road

Glen Allen, VA 23059-4577

Phone

Fax: 804.627.5711

*Email Heather.patterson@citizensbank.com

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you are subject to a pending bankruptcy proceeding, or if you have received a discharge, this communication is for information purposes only. It is to advise you of the status of the loan and is not an attempt to collect a debt.

From: Codecompliance <Codecompliance@safeguardproperties.com>
Sent: Tuesday, May 7, 2024 3:36 PM
To: Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>; Alan Kantrud <hakantrud@protonmail.com>
Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>; Patterson, Heather <Heather.Patterson@citizensbank.com>
Subject: RE: 232 CEDAR STREET, SAINT PAUL, MN 55110

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Good Afternoon,

I could not view the photos provided. With that being said all exterior debris has been removed and there are no broken windows on site. Please let me know if you have any other concerns. Thankyou.

Diana Finlason
Code Compliance Specialist
Safeguard Properties
O: 1-800-852-8306 Option 1, **x1742**
7887 Safeguard Circle (Hub Parkway)
Valley View, OH 44125
Codecompliance@safeguardproperties.com
www.safeguardproperties.com
"Customer Service = Resolution®"
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From: Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>
Sent: Thursday, May 2, 2024 12:19 PM
To: Patterson, Heather <Heather.Patterson@citizensbank.com>
Cc: Alan Kantrud <hakantrud@protonmail.com>; Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>
Subject: Re: 232 Cedar (again)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you!

Here are the pictures:



[Redacted]

==

Ryan Hankins
Birchwood City Council
Ryan.Hankins@cityofbirchwood.com

From: Patterson, Heather <Heather.Patterson@citizensbank.com>
Sent: Thursday, May 2, 2024 11:09 AM
To: Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>; H.A.Kantrud <hakantrud@protonmail.com>
Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>
Subject: RE: 232 Cedar (again)

Hello,

I have reached out to the prop pres vendor requesting a timeline that the property will meet codes. I know our vendor is actively working to bring this property into conveyance condition. The pictures that were attached are not showing on my end. Can you please resend so I can get them over to the vendor to ensure this is addressed asap.

Thank you,

Heather Patterson
Property Preservation/Foreclosure Specialist II
Citizens One VAM-360
10561 Telegraph Road
Glen Allen, VA 23059-4577
Phone
Fax: 804.627.5711

*Email Heather.patterson@citizensbank.com

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From: Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>
Sent: Thursday, May 2, 2024 11:56 AM
To: H.A.Kantrud <hakantrud@protonmail.com>; Patterson, Heather <Heather.Patterson@citizensbank.com>
Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>
Subject: Re: 232 Cedar (again)

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Thanks, Alan.

Is it possible to get a timeline to when this property will meet our codes? It would be nice to have it so we can get it into the council agenda by the end of this week. The neighbors are really getting frustrated with the ongoing nuisance and lack of progress.

Thanks,
-Ryan

==

Ryan Hankins
Birchwood City Council
Ryan.Hankins@cityofbirchwood.com

From: H.A.Kantrud <hakantrud@protonmail.com>
Sent: Thursday, May 2, 2024 10:30 AM
To: Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>; Patterson, Heather <Heather.Patterson@citizensbank.com>
Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>
Subject: Re: 232 Cedar (again)

I don't know about the dumping, but they are out there working on the back/landscaping right now (in order to avoid criminal prosecution), according to the property company/management. I'll copy them here so they are aware as well.

H. Alan

"Conservatives pride themselves on resisting change, which is as it should be. But intelligent deference to tradition and stability can evolve into intellectual sloth and moral fanaticism, as when conservatives simply decline to look up from dogma because the effort to raise their heads and reconsider is too great."

William F. Buckley

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On Thursday, May 2nd, 2024 at 10:24 AM, Ryan Hankins <Ryan.Hankins@cityofbirchwood.com> wrote:

Hey Alan,

Hope you're staying dry. I put a couple pictures below of 232 Cedar a few minutes ago.

The front is obvious; in the back, a window is broken and there is trash mixed in with the retaining wall. It looks like someone broke into the house, so it may not be adequately secured. Recent rain isn't helping.

Do we have any good options to get this fixed quickly, and prevent more of it?

Thanks,

-Ryan (email or 651-447-9192)

