



AGENDA OF THE REGULAR MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
October 11, 2022  
7:00 P.M.

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

**ANNOUNCEMENTS**

- A. Truth In Taxation Hearing on December 13, 2022 at 7pm at City Hall
- B. Canvassing Board meeting on November 15, 2022, at 7:00 p.m. at City Hall
- C. Steve Thatcher, city engineer, will be retiring effective April 26<sup>th</sup>, 2023\* (p. 3)

**ADMINISTRATIVE PRESENTATION**

- A. 2023 TNT Summary Budget and Supplemental Mailing Info\* (pp. 4-5)
- B. Planning Commission April Meeting Minutes\* (pp. 6-9)

**CITY BUSINESS – CONSENT AGENDA**

- A. Approve Treasurer's Report\* (pp. 10-23)
- B. Approve September Meeting Minutes\* (pp. 24-29)
- C. Approve 2023 BDA WBLCD Application \* (pp. 30-66)
  - a. Approve BDA's annual dock permit application – authorize BDA to apply for dock permits
  - b. Approve 2022 Dock Management Contract
- D. Approve Snowplow Contract\* (pp. 67-78)
- E. Approve Resolution 2022-13 – Birchwood Village November Election Judge Resolution\* (p. 79-80)
- F. Approve Thatcher Engineering Inc to subcontract Lake and Land Surveying, Inc for Ash Path Property Survey\* (p. 81)

**CITY BUSINESS – REGULAR AGENDA**

- A. White Bear Lake Fire Department Update – Greg Peterson, Fire Chief

\* Denotes items that have supporting documentation provided

- Time Budget: 10 Minutes*
- B. Fee Schedule – Ryan Hankins\* (pp. 82-94)  
*Time Budget: 10 Minutes*
- C. Tree Inspection Update – John Lund  
*Time Budget: 5 Minutes*
- D. 2023 RCWD Stormwater Management Grant Program\* - Mary Wingfield (pp. 95-103)  
*Time Budget: 10 Minutes*
- E. Speed and Danger on Birchwood Streets – Jon Fleck\* (p. 104)  
*Time Budget: 10 Minutes*
- F. Feistner Beach Update – Alan Kantrud\* (pp. 105-109)  
*Time Budget: 5 Minutes*
- G. **CLOSED MEETING OF THE CITY COUNCIL CITY OF BIRCHWOOD VILLAGE – 8PM**
- a. Closure of meeting pursuant to Minnesota Statute Chapter 13D subd. 3(b)  
(meetings may be closed as permitted by the attorney-client privilege)
    - i. Discussion of pending civil litigation regarding claim for permit with LMCT  
appointed-counsel Paul Merwin, esq.
  - b. Re-open meeting  
*Time Budget: 30 Minutes*
- H. Tree Inspector Resignation and RFP\* (pp. 110-117)  
*Time Budget: 5 Minutes*
- I. Approve Hiring of Bookkeeper\* (pp. 118-120)  
*Time Budget: 5 Minutes*
- J. 2023 Crack and Seal Partnership Opportunity\* (pp. 121-122)  
*Time Budget: 5 Minutes*

**ADJOURN**

\* Denotes items that have supporting documentation provided



Thatcher Engineering, Inc.  
6201 Creek Valley Road  
Edina, MN 55439  
Phone: 612.781.2188  
www.thatcher-eng.com

October 5, 2022

Mary Wingfield and City Council  
City of Birchwood Village  
207 Birchwood Avenue  
Birchwood, MN 55110

Re: Thatcher Engineering, Inc. - Resignation

Dear Mayor Wingfield and City Council,

Assisting you with your engineering and planning challenges over many years has been a pleasure for me. However, I am getting older (69 years old in November) and, after much thought, have decided to retire so I can spend more time with my family including 6 grandchildren. Thus I will retire on April 26, 2023 which is the date that my annual professional liability insurance policy expires and would have to be renewed and the annual premium paid.

I am sure that six months will allow you adequate time to hire another company.

I will continue to be available to provide services to the City of Birchwood Village through April 26, 2023.

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

Sincerely,

THATCHER ENGINEERING, INC.

A handwritten signature in black ink that reads "Steven W. Thatcher".

Steven W. Thatcher, P.E.

President

Email: [sthatcher@thatcher-eng.com](mailto:sthatcher@thatcher-eng.com)

Cell: 612-867-7234

Work: 612-781-2188

# MEMORANDUM

DATE: 10/11/22

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TO: Mayor and City Council  
FROM: Rebecca Kellen, City Administrator  
COPIED: Mary Cahill  
SUBJECT: 2023 Budget Number Corrections

## Birchwood Village

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In the September 13 2022 City Council Meeting, the council approved a 2023 Preliminary Budget of \$502,941. When reviewing and finalizing the budget for submission to the county after the changes were made from the September 13 2022 City Council the following errors were detected.

- 1 Found an error in the formula for line 146, needed to add 145 added to the sum total in 146. This increased government building by \$900. This error is on the 2022 budget as well, left as is since it is done and submitted last year.
2. As directed by Mayor Wingfield, Removed 10K from line 232 as this is a Non Levy AEB project expense.

After recalculating the final 2023 preliminary levy it came to to \$493,841.

\$502,941	Approved 2023 Preliminary Levy
+ \$900	Corrected formula for line 146
- 10,000	Removed from line 232, non-levy expense
<hr/>	
\$493,841	Final 2023 Preliminary Levy sent to the county

After the corrections were made the Preliminary Levy for 2023 is \$493,841. The below was sent to Washington County for the 2023 Preliminary Levy.



Revenues	2022 Current Year	2023 Proposed
Property Taxes	\$512,000.00	\$493,841.00
Special Assessments		
State General Purpose Aid		
State Categorical Aid		
All Other Revenues		
<b>Total Revenues</b>	\$ 512,000.00	\$ 493,841.00

Expenditures	2022 Current Year	2023 Proposed
General Government	\$157,187.00	\$225,605.00
Public Safety	\$98,750.00	\$110,190.00
Streets and Highways	\$53,400.00	\$64,700.00
Sanitation	\$20,800.00	\$23,964.00
Human Services		
Health		
Culture and Recreation	\$29,980.00	\$35,382.00
Conservation of Nat'l Res	\$2,000.00	\$2,000.00
Economic Dev & Housing		
All Other Expenditures	\$149,883.00	\$32,000.00
<b>Total Expenditures</b>	\$ 515,217.00	\$ 511,131.00

I, the authorized representative of the above indicated taxing district, certify that the foregoing information is accurate to the best of my knowledge:

MEETING MINUTES (Final)

Birchwood Planning Commission Regular Meeting

City Hall - 7:00 PM Regular Meeting 4/28/2022

Submitted by Michael Kraemer – secretary

COMMISSIONERS PRESENT: – Andy Sorenson – Chairman, Ryan Hankins – Vice Chairman, Michelle Maiers-Atakpu, Michael Kraemer.

COMMISSIONERS ABSENT: Joe Evans

OTHERS PRESENT: Philip Sutherland

CALL TO ORDER Meeting called to order by Chairman Andy Sorenson 7:02 PM.

1. PUBLIC FORUM – none
2. APPROVE AGENDA
  - a. Motion to approve agenda by Maiers-Atakpu, 2<sup>nd</sup> Hankins. Vote: Yes – 4, No – 0.  
Motion to approve agenda passed.
3. REGULAR AGENDA
  - a. **Item A. Review Several Code Items**
    - i. **Retaining Walls**
      1. **Planning Commission Action:**
        - a. **CONSIDER ADDING LANGUAGE: DEFINITIONS 300.020 43A**  
**– “Retaining Wall: Any free-standing structure that prevents the movement of soil.”**
        - b. **CONSIDER CHANGING LANGUAGE \* 302.020 STRUCTURE LOCATION REQUIREMENTS.** *Item 4.b - Retaining Wall Setbacks. Front, back, side street and other lot line setbacks requirements shall not apply to retaining walls except that the ordinary high water level setback requirement. to: "Front, back, side street and other lot line setbacks requirements shall not apply to retaining walls except that the ordinary high water level setback requirement no fences or retaining walls shall be allowed within 10' of OHW. No fences or retaining wall shall be allowed to extend into wetlands or required wetland buffer, or extend below the OHW of stream or water quality detention ponds. In areas along any waterfront, efforts should be made to encourage the use of natural stone and/or landscaping plantings for retaining walls and landscaping to stabilize banks and shorelines and prevent erosion of proposed and existing slopes. The*

exposed face of retaining walls shall not exceed 3 feet and the distance between parallel walls shall not be closer than 1 to 2 rise to run. " **CONSIDER MODIFYING LANGUAGE to include:** "Retaining walls taller than 3' must be designed by Certified Professional Engineer."

2. **Planning Commission Action:** Advisory motion by Maiers-Atakpu, 2<sup>nd</sup> by Hankins to recommend the Council consider adding the language above to City Code. Vote: Yes -4, No – 0, Motion passed.

ii. **Front Yard Setback Principal Structure'**

1. **RETAIN** County/State Road = 50', OHW = 50', Bluff = 30', **and RETAIN** City Street = 40' (to honor precedence}. Planning Commission **ENCOURAGES CONSIDERATION** of "Prevailing Setback" as a "practical difficulty" in considering variances to Section 302.020 in areas of pre-existing structures, shallow front yard depts or topographical challenges.
2. **Planning Commission Action:** Advisory motion by Sorenson, 2<sup>nd</sup> by Maiers-Atakpu to offer the language above as advisory to Council for consideration. Vote: Yes - 4, No – 0, Motion passed.

iii. **Landscaping (within 50' of OHW and within Steep Slopes)**

1. **\*CONSIDER ADDING LANGUAGE to Section 302.055 - 2.d.7- Vegetation Alterations on Lots Abutting Water and Plantings of Trees and Shrubs Adjacent to property lines. Add: c. - Require Conditional Use Permit for landscaping within 50' of OHW or between OHW and top of bluff line whichever is greater and tree or hedge plantings within 5' of property line.** (This would help regulate situations where property owners want to use landscaping plans as defacto slope grading, retaining walls or fence/barrier permit) Landscaping plan should include detailed grading plan in excess of 3 cubic yards, contours, planting schedule and location map defining quantities and locations of plantings and landscaping features. Planting schedule should include common and botanical names, the sizes, root specifications, quantities, and special planting and maintenance conditions and requirements. Effort should be made to encourage use of local species of plantings and ground cover. **CONSIDER ADDITIONAL LANGUAGE:** In steep slope areas to ensure landscaping plantings take hold and prevent erosion, consideration may be given to requiring two-year review inspection and acceptance period of project by City Engineer.
2. **Planning Commission Action:** Advisory motion to recommend the Council consider adding this language to City Code by

Sorenson, 2<sup>nd</sup> by Maiers-Atakpu Vote: Yes - 4, No – 0, Motion passed

iv. Maximum Height

1. Current code 302.045 STRUCTURE HEIGHT RESTRICTIONS code for Principal Structure/detached garage limits average height exposure to 30'. Planning Commission **RECOMMENDS CHANGING** existing code 302.045.1 STRUCTURAL HEIGHT LIMITATIONS for Principal Structure/attached garage from 30' to following maximum heights: **\* Flat Roof and/or less than 5:12 slope = 30', Sloped Roof between 5:12 to 8:12 slope = 32', Sloped Roof greater than 8:12 = 35' height.** Planning Commission is recommending changing the 30' dimension in light of new energy code requiring 7" energy heel, 9' ceilings, and building methods that use trusses ( 18" to 48" deep) to span open floor plans resulting in two story building heights that (ie. 2'+9'+2'+9'+0.58'+10'roof truss = 32.58') can easily exceed the existing code limitation of 30' AVERAGE EXPOSURE HEIGHT on even a flat lot.
2. ***Planning Commission Action:*** Motion by Maiers-Atakpu, 2<sup>nd</sup> by Hankins recommending the Council consider changing the height restrictions as identified above. Vote: Yes - 4, No – 0, Motion passed.

b. **Item B – Impervious Surface Changes Code Language Review – Planning Commission Review of Ordinance 2022-04-02 REPEALING AND REPLACING .302.050 IMPERVIOUS SURFACES IN THE CITY CODE.**

1. ***Planning Commission Action:*** Motion by Kraemer, 2<sup>nd</sup> (for discussion purposes) by Hankins to strike the phrase “Lot Coverage” from the entire document and replace it with the phrase “Impervious Surface”. Kraemer’s motion contends that changing the code terminology to “lot coverage” and including elements such as pervious pavers, gravel driveways, and unpaved parking areas to a new “lot coverage” term and resultant threshold of 35% creates a more restrictive code and unfairly includes site aesthetics with storm water collection, control and treatment objectives. Kraemer’s motion contends that the use of the current code term “Impervious Surface” is the proper way to address storm water and should be left in the code. Advisory Vote: Yes – 1 Kraemer, No – Sorenson, Hankins, Maiers-Atakpu. Motion failed.
2. ***Planning Commission Action:*** Motion by Kraemer, 2<sup>nd</sup> by Hankins to recommend the Council **change** the required ongoing storm

water Best Management Practice testing and reporting interval **language** from 3 years to 5 years. It was the opinion of the Planning Commission that a 5-year interval was too frequent and created an unnecessary regulatory burden on the property owner and the City with little practical gain. Vote: Yes - 4, No – 0, Motion passed.

**c. Item C – Review/Approve March 24, 2022 Meeting Minutes**

1. Motion by Maiers-Atakpu , 2<sup>nd</sup> by Hankins Vote: Yes - 4, No – 0, Motion to approve minutes passed

**4. ADJOURN 9:08 PM**

a. Motion by Kraemer, 2<sup>nd</sup> by Hankins to adjourn meeting. Vote: Yes – 4, No – 0 Motion passed.

For the Period : 9/6/2022 To 10/6/2022

<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	\$624,838.60	\$27,368.26	\$35,374.13	\$616,832.73	\$0.00	\$24,711.73	\$641,544.46
Other Federal Programs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$17,595.69	\$0.00	\$15,000.00	\$2,595.69	\$0.00	\$300.00	\$2,895.69
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Project PW	\$115,498.31	\$0.00	\$0.00	\$115,498.31	\$0.00	\$0.00	\$115,498.31
Water	\$3,679.37	\$18,322.84	\$2,077.15	\$19,925.06	\$0.00	\$2,022.65	\$21,947.71
Sewer	\$84,626.49	\$9,731.06	\$9,100.71	\$85,256.84	\$0.00	\$2,856.70	\$88,113.54
Water Meter Upgrade Fees	(\$2,317.31)	\$0.00	\$0.00	(\$2,317.31)	\$0.00	\$0.00	(\$2,317.31)
American Rescue Act Proceeds	\$524.15	\$0.00	\$524.15	\$0.00	\$0.00	\$524.15	\$524.15
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$844,445.30</b>	<b>\$55,422.16</b>	<b>\$62,076.14</b>	<b>\$837,791.32</b>	<b>\$0.00</b>	<b>\$30,415.23</b>	<b>\$868,206.55</b>

Jonathan E Fleck	City Council/Town Board	Date
Justin R. McCarthy	City Council/Town Board	Date
Kevin L Woolstencroft	City Council/Town Board	Date
Mary Wingfield	City Council/Town Board, Mayor	Date
Robert Mark Foster	City Council/Town Board	Date

Fund Name: All Funds

Date Range: 09/06/2022 To 10/06/2022

<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>
09/14/2022	Payroll Period Ending 09/14/2022	32135	Rebecca Kellen, City Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,989.30
	<b>Total For Check</b>	<b>32135</b>					<b>\$ 1,989.30</b>
09/14/2022	Payroll Period Ending 09/14/2022	32136	Jackie Smith, Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 469.79
	<b>Total For Check</b>	<b>32136</b>					<b>\$ 469.79</b>
09/14/2022	Payroll Period Ending 09/14/2022	32137	Jim Rydeen, Maintenance	N	Parks	100-45207-100-	\$ 799.83
	<b>Total For Check</b>	<b>32137</b>					<b>\$ 799.83</b>
09/14/2022	Rydeen, Jim	32138	Reimbursement - Park Supplies	N	General Government Buildings and Plant	100-41940-400-	\$ 64.40
		32138			Parks	100-45207-400-	\$ 109.51
	<b>Total For Check</b>	<b>32138</b>					<b>\$ 173.91</b>
09/14/2022	City of Roseville	32139*	IT charges Sept	N	General Government Buildings and Plant	100-41940-320-	\$ 386.13
	<b>Total For Check</b>	<b>32139</b>					<b>\$ 386.13</b>
09/14/2022	Flagship Recreation	32140*	2 Benchs and Plaques for parks- CC and Sperl reimbursing	N	Unallocated Expenditures	100-49201-430-	\$ 4,304.00
	<b>Total For Check</b>	<b>32140</b>					<b>\$ 4,304.00</b>
09/14/2022	Companion Animal Control LLC	32141	Animal Control Services -Aug and 2 calls	N	Animal Control	100-41916-314-	\$ 445.63
	<b>Total For Check</b>	<b>32141</b>					<b>\$ 445.63</b>
09/14/2022	Stoltzman, Cris	32142	Videography - Council Mtgs, 09/13/2022 3 hrs	N	Cable Eqpmt and Service	100-41950-314-	\$ 75.00
	<b>Total For Check</b>	<b>32142</b>					<b>\$ 75.00</b>
09/14/2022	Wingfield, Mary	32143	Sprayer for Buckthorn	N	Parks	100-45207-430-	\$ 25.00
	<b>Total For Check</b>	<b>32143</b>					<b>\$ 25.00</b>
09/14/2022	Gopher State One Call	32144*	email tickets	N	Utility Locates	605-42805-314-	\$ 39.15
	<b>Total For Check</b>	<b>32144</b>					<b>\$ 39.15</b>
09/14/2022	Metropolitan Council - Env. Service	32145*	Wastewater Service- Sept	N	Sewer Utility	605-43190-217-	\$ 5,105.97
	<b>Total For Check</b>	<b>32145</b>					<b>\$ 5,105.97</b>

Fund Name: All Funds

Date Range: 09/06/2022 To 10/06/2022

<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>
09/14/2022	Washington County Sheriff	32146*	Traffic Detail 7/1-7/31	N	Police	100-42101-314-	\$ 886.47
	<b>Total For Check</b>	<b>32146</b>					<b>\$ 886.47</b>
09/14/2022	AirFresh Industries, Inc.	32147*	Portable Restrooms- Sept Billing	N	Parks	100-45207-314-	\$ 162.50
	<b>Total For Check</b>	<b>32147</b>					<b>\$ 162.50</b>
09/14/2022	Press Publications	32148*	Bookeeper Ad	N	Unallocated Expenditures	100-49201-320-	\$ 212.00
	<b>Total For Check</b>	<b>32148</b>					<b>\$ 212.00</b>
09/14/2022	IRS - US Treasury	EFT09142022A*	Federal Taxes - Q3 2022 - Aug Payment	N	Clerk - Treasurer	100-41401-100-	\$ 1,569.70
		EFT09142022A*				100-41401-100-	\$ 367.10
		EFT09142022A*				100-41401-100-	\$ 525.72
		EFT09142022A*				100-41401-121-	\$ 366.13
	<b>Total For Check</b>	<b>EFT09142022A</b>					<b>\$ 2,828.65</b>
09/14/2022	PERA	EFT09142022B*	Retirement funds- James Rydeen	N	Parks	100-45207-121-	\$ 135.41
	<b>Total For Check</b>	<b>EFT09142022B</b>					<b>\$ 135.41</b>
09/14/2022	Fund Transfer	Transfer091422	Fund Transfer per CC directive	N	Unallocated Expenditures	210-49201-720-	\$ 15,000.00
	<b>Total For Check</b>	<b>Transfer091422</b>					<b>\$ 15,000.00</b>
09/19/2022	Sigecan, Cameron	32149	2022-Z05, 143 Wildwood Ave cancelled, escrow refund	N	MISCELLANEOUS	100-49001-810-	\$ 113.14
		32149			Escrow Refunds	100-49250-810-8	\$ 3,000.00
	<b>Total For Check</b>	<b>32149</b>					<b>\$ 3,113.14</b>
09/19/2022	Edenwood	32150	Escrow refund, BP #2021-95, 191 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	<b>Total For Check</b>	<b>32150</b>					<b>\$ 3,000.00</b>
09/19/2022	Lindstrom Restoration	32151	2021-97 BP, escrow refund, 180 Cedar St.	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	<b>Total For Check</b>	<b>32151</b>					<b>\$ 3,000.00</b>
09/23/2022	Xcel Energy	09152022A*	200 Wildwood Ave-07/19-0817	N	Sewer Utility	605-43190-380-	\$ 39.55
	<b>Total For Check</b>	<b>09152022A</b>					<b>\$ 39.55</b>
09/23/2022	Xcel Energy	09152022B*	210 Birchwood Ave-07/19-08/17	N	Sewer Utility	605-43190-380-	\$ 16.40
	<b>Total For Check</b>	<b>09152022B</b>					<b>\$ 16.40</b>



Fund Name: All Funds

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<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>
09/23/2022	Xcel Energy	09152022C*	407 Lake Ave 07/19-08/17	N	Sewer Utility	605-43190-380-	\$ 40.85
	<b>Total For Check</b>	<b>09152022C</b>					<b>\$ 40.85</b>
09/23/2022	A T & T Mobility	09222022A*	Wireless for water tower- Sept 2-Oct 1	N	Water Utility	601-43180-382-	\$ 54.50
	<b>Total For Check</b>	<b>09222022A</b>					<b>\$ 54.50</b>
09/23/2022	Kamstrup Water Metering LLC	32152*	Ready Software License for Water Metering- annual fee	N	Water Utility	601-43180-314-	\$ 1,812.25
		32152*				625-43180-314-	\$ 524.15
	<b>Total For Check</b>	<b>32152</b>					<b>\$ 2,336.40</b>
09/23/2022	TSE, Inc. Work Account	32153*	Janitorial Services - 5/26, 6/2, 9/1	N	General Government Buildings and Plant	100-41940-314-	\$ 75.00
	<b>Total For Check</b>	<b>32153</b>					<b>\$ 75.00</b>
09/23/2022	White Bear Township	32154*	Contracted Services - Aug	N	Sewer Utility	605-43190-314-	\$ 2,599.70
	<b>Total For Check</b>	<b>32154</b>					<b>\$ 2,599.70</b>
09/23/2022	USS Minnesota One MT LLC	32155	Energy Charges - August	N	General Government Buildings and Plant	100-41940-380-	\$ 133.62
		32155			Sewer Utility	605-43190-380-	\$ 356.30
		32155				605-43190-380-	\$ 645.79
	<b>Total For Check</b>	<b>32155</b>					<b>\$ 1,135.71</b>
09/23/2022	Lund, John	32156	Disease Tree Report/Inspection	N	Tree Care	100-43104-314-	\$ 1,300.00
	<b>Total For Check</b>	<b>32156</b>					<b>\$ 1,300.00</b>
09/23/2022	Toshiba Business Solutions	32157*	Printer Maintenance - 09/09/22-10/08/22	N	Office Operations Supplies	100-41911-314-	\$ 10.62
	<b>Total For Check</b>	<b>32157</b>					<b>\$ 10.62</b>
09/23/2022	MENARD'S - OAKDALE	32158*	Supplies- for street marking	N	Parks	100-45207-400-	\$ 123.38
	<b>Total For Check</b>	<b>32158</b>					<b>\$ 123.38</b>
09/23/2022	City of St. Anthony Village	32159*	Bank Reconciliation	N	Unallocated Expenditures	100-49201-314-	\$ 713.00
	<b>Total For Check</b>	<b>32159</b>					<b>\$ 713.00</b>
09/28/2022	Tracy Printing, Inc.	32160*	U/B Envelopes	N	Office Operations Supplies	601-41911-210-	\$ 210.40
		32160*				605-41911-210-	\$ 257.00
	<b>Total For Check</b>	<b>32160</b>					<b>\$ 467.40</b>

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09/28/2022	Payroll Period Ending 09/28/2022	32161	Jackie Smith, Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 516.32
	<b>Total For Check</b>	<b>32161</b>					<b>\$ 516.32</b>
09/28/2022	Payroll Period Ending 09/28/2022	32162	Rebecca Kellen, City Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,989.30
	<b>Total For Check</b>	<b>32162</b>					<b>\$ 1,989.30</b>
09/28/2022	PElco Construction	32163*	Installation of concrete, benches and signs for Jay Path and city hall	N	Unallocated Expenditures	100-49201-430-	\$ 5,840.00
	<b>Total For Check</b>	<b>32163</b>					<b>\$ 5,840.00</b>
09/28/2022	PERA	EFT09282022A	Retirement funds- Rebecca Kellen	N	Clerk - Treasurer	100-41401-121-	\$ 366.13
	<b>Total For Check</b>	<b>EFT09282022A</b>					<b>\$ 366.13</b>
09/29/2022	Thatcher Engineering, Inc	32164*	City Engineer - engineering services September	N	Engineer Service	100-41650-300-	\$ 900.00
		32164*				100-41650-300-	\$ 200.00
		32164*				100-41650-300-	\$ 550.00
		32164*				100-41650-300-	\$ 650.00
	<b>Total For Check</b>	<b>32164</b>					<b>\$ 2,300.00</b>
<b>Total For Selected Checks</b>							<b>\$ 62,076.14</b>

Fund Name: All Funds

Date Range: 09/06/2022 To 10/06/2022

<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>
09/06/2022	Mahmood, Taylor	171735594*	BP # 2022-104, 1 Oakview Ct	(09/06/2022) -	N	Building Permits	100-32211-	\$ 258.75
								<b>\$ 258.75</b>
09/07/2022	Antonino, Rebecca	171735595*	BP # 2022-103, 8 Oakhill Ct	(09/07/2022) -	N	Building Permits	100-32211-	\$ 419.42
								<b>\$ 419.42</b>
09/07/2022	Aztec Exteriors	171735596*	BP# 2022-106, 461 Lake Ave	(09/07/2022) -	N	Building Permits	100-32211-	\$ 273.25
								<b>\$ 273.25</b>
09/07/2022	Alltrade Construction Services, inc	171735597*	BP# 2022-105, 12 Oakhill	(09/07/2022) -	N	Building Permits	100-32211-	\$ 436.10
								<b>\$ 436.10</b>
09/07/2022	Residents - via St Anthony Village	171735599	Utility Billing - Missed Entry Jan 2022	(09/07/2022) -	N	Water Consumption	601-37111-	\$ 15.36
							601-37112-	\$ 21.00
							601-37116-	\$ 2.43
							601-37160-	\$ 3.91
							605-37211-	\$ 30.33
							605-37212-	\$ 36.00
							605-37260-	\$ 3.32
								<b>\$ 112.35</b>
09/08/2022	Built Strong Exteriors	171735598*	BP# 2022-107, 19 Birchwood Ave	(09/08/2022) -	N	Building Permits	100-32211-	\$ 388.84
								<b>\$ 388.84</b>
09/12/2022	MN Management & Budget	171735609*	Fines	(09/12/2022) -	N	Court Fines	100-35101-	\$ 669.92
								<b>\$ 669.92</b>
09/14/2022	Conway, Mike	171735556*	BP # 2022-109, 242 Wildwood Ave	(09/12/2022) -	N	Building Permits	100-32211-	\$ 389.25
								<b>\$ 389.25</b>
09/14/2022	Conway, Mike	171735600*	BP # 2022-110, 512 Hall Ave	(09/12/2022) -	N	Building Permits	100-32211-	\$ 258.75

Fund Name: All Funds

Date Range: 09/06/2022 To 10/06/2022

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
								<u>\$ 258.75</u>
09/14/2022	Underwood, Scott	171735601*	BP# 2022-108, 211 Birch St.	(09/09/2022) -	N	Building Permits	100-32211-	\$ 157.25
								<u>\$ 157.25</u>
09/14/2022	Transfer of funds	171735602	Fund transfer per CC directive	(09/09/2022) -	N	Transfers from other Funds	100-39205-	\$ 15,000.00
								<u>\$ 15,000.00</u>
09/19/2022	Quarberg, David	171735605*	BP#2022-79, 9 White Pine Lane	(09/19/2022) -	N	Building Permits	100-32211-	\$ 287.75
								<u>\$ 287.75</u>
09/19/2022	Laforce, Grant	171735606*	BP#2022-102, 157 Birchwood Ave	(09/19/2022) -	N	Building Permits	100-32211-	\$ 82.50
								<u>\$ 82.50</u>
09/19/2022	Zalazar, Gina	171735607*	BP # 2022-99, 545 Wildwood Ave	(09/19/2022) -	N	Building Permits	100-32211-	\$ 84.50
								<u>\$ 84.50</u>
09/19/2022	Henseler, Ronald	171735608*	BP# 2022-113, 20 Oakridge Dr	(09/19/2022) -	N	Building Permits	100-32211-	\$ 229.65
								<u>\$ 229.65</u>
09/19/2022	Viking Contractors	171735610*	BP# 2022-100, 715 Birchwood Ave	(09/19/2022) -	N	Building Permits	100-32211-	\$ 200.45
								<u>\$ 200.45</u>
09/20/2022	Sela Roofing and Remodeling	171735604*	BP # 2022-114, 106 Wildwood Ave	(09/20/2022) -	N	Building Permits	100-32211-	\$ 215.25
								<u>\$ 215.25</u>
09/21/2022	Vadnais Plumbing	171735603*	BP# 2022-118, 20 White Pine Lane	(09/21/2022) -	N	Building Permits	100-32211-	\$ 31.00
								<u>\$ 31.00</u>
09/23/2022	Englund Roofing and Sheet Metal	171735611*	BP# 2022-120, 5 Oakhill	(09/23/2022) -	N	Building Permits	100-32211-	\$ 316.75
								<u>\$ 316.75</u>

Fund Name: All Funds

Date Range: 09/06/2022 To 10/06/2022

<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>	
09/23/2022	Knabe, Nick	171735612*	BP # 2022-112, 523 Hall	(09/23/2022) -	N	Building Permits	100-32211-	\$ 156.80	
								<b>\$ 156.80</b>	
09/23/2022	Mathomedi Fast Pitch Assn.	171735613*	Hall Rental, 9/10/22	(09/23/2022) -	N	City/Town Hall Rent	100-34101-	\$ 25.00	
								<b>\$ 25.00</b>	
09/23/2022	Bear Roofing and Exteriors	171735614*	BP # 2022-111, 415 Birchwood Court	(09/23/2022) -	N	Building Permits	100-32211-	\$ 374.75	
								<b>\$ 374.75</b>	
09/26/2022	Hoffman Weber Construction	171735618*	BP # 2022-116, 201 Birchwood Ave	(09/26/2022) -	N	Building Permits	100-32211-	\$ 362.12	
								<b>\$ 362.12</b>	
09/26/2022	Hoffman Weber Construction	171735619*	BP # 2022-117, 201 Birchwood Ave	(09/26/2022) -	N	Building Permits	100-32211-	\$ 435.61	
								<b>\$ 435.61</b>	
09/26/2022	Vibar, James	171735620*	BP# 2022-121, 127 Birchwood Ave	(09/26/2022) -	N	Building Permits	100-32211-	\$ 229.75	
								<b>\$ 229.75</b>	
09/28/2022	Sperl, Bridget	171735615	Donation for bench and concrete at City Hall	(09/28/2022) -	N	Contributions and Donations from Private Sources	100-36230-	\$ 3,150.00	
								<b>\$ 3,150.00</b>	
09/28/2022	Geiser, Kimberly	171735616	Dog License #80, 103 Cedar St. New puppy	(09/28/2022) -	N	Animal Licenses	100-32240-	\$ 20.00	
								<b>\$ 20.00</b>	
09/28/2022	MN Roofing Company	171735617*	BP # 122 and 123, 158 Birchwood Ave, 210 Birch St.	(09/28/2022) -	N	Building Permits	100-32211-	\$ 642.50	
								<b>\$ 642.50</b>	
09/30/2022	Residents - via St Anthony Village	171735621	Utility Billing- September	(09/30/2022) -	N	Water Consumption	601-37111-	\$ 12,449.29	
							Water Utility User Fee	601-37112-	\$ 2,702.51
							Water Main-break Surcharge	601-37113-	\$ 2,617.36

Fund Name: All Funds

Date Range: 09/06/2022 To 10/06/2022

<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>
						Meter Upgrade Fees	601-37114-	\$ 98.56
						State Surcharge	601-37116-	\$ 263.87
						Administrative Fee Move/Out	601-37118-	\$ 124.16
						Penalties and Forfeited Discounts	601-37160-	\$ 24.39
						Sewer Consumption	605-37211-	\$ 5,439.78
						Sewer Minimum Charge	605-37212-	\$ 4,201.75
						Penalties and Forfeited Discounts	605-37260-	\$ 19.88
								<u>\$ 27,941.55</u>
09/30/2022	4 M Fund	171735622	Interest	(09/30/2022) -	N	Interest Earning	100-36210-	\$ 1,491.10
								<u>\$ 1,491.10</u>
09/30/2022	Thor Anderson Contracting	171735623*	BP# 2022-124, 110 Birchwood	(09/30/2022) -	N	Building Permits	100-32211-	\$ 781.25
								<u>\$ 781.25</u>
<b>Total for Selected Receipts</b>								<u><u>\$ 55,422.16</u></u>

As on 10/6/2022

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Dock/Lift Permit Fee	0.00	15,750.00	15,750.00
<b>Total Acct 322</b>	<b>0.00</b>	<b>15,750.00</b>	<b>15,750.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>15,750.00</b>	<b>15,750.00</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	4,900.00	(4,900.00)
<b>Total Acct 416</b>	<b>0.00</b>	<b>4,900.00</b>	<b>(4,900.00)</b>
Recreation			
Miscellaneous (431 through 499)	0.00	200.00	(200.00)
Community Events	0.00	3,000.00	(3,000.00)
<b>Total Acct 451</b>	<b>0.00</b>	<b>3,200.00</b>	<b>(3,200.00)</b>
Parks			
Miscellaneous (431 through 499)	0.00	500.00	(500.00)
Other Equipment	0.00	1,280.00	(1,280.00)
<b>Total Acct 452</b>	<b>0.00</b>	<b>1,780.00</b>	<b>(1,780.00)</b>
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	800.00	(800.00)
Interfund Transfers	0.00	15,000.00	(15,000.00)
<b>Total Acct 492</b>	<b>0.00</b>	<b>15,800.00</b>	<b>(15,800.00)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>25,680.00</b>	<b>(25,680.00)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>12,525.69</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>15,750.00</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>25,680.00</b>	
<b>Cash Balance as of 10/06/2022</b>		<b>2,595.69</b>	

As on 10/6/2022

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
<b>Total Revenues</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Disbursements:</b>			
General Government Buildings and Plant			
PROFESSIONAL SERVICES (301 through 319)	0.00	3,200.00	(3,200.00)
Contracted Services	0.00	4,917.00	(4,917.00)
<b>Total Acct 419</b>	<u>0.00</u>	<u>8,117.00</u>	<u>(8,117.00)</u>
<b>Total Disbursements</b>	<u>0.00</u>	<u>8,117.00</u>	<u>(8,117.00)</u>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Beginning Cash Balance</b>		<b>123,615.31</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>0.00</b>	
<b>Total Disbursements and Other Financing Uses</b>		<u><b>8,117.00</b></u>	
<b>Cash Balance as of 10/06/2022</b>		<b>115,498.31</b>	



As on 10/6/2022

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Penalty - Late Water/Sewer	0.00	202.57	202.57
<b>Total Acct 341</b>	<b>0.00</b>	<b>202.57</b>	<b>202.57</b>
Miscellaneous	0.00	3,056.14	3,056.14
<b>Total Acct 361</b>	<b>0.00</b>	<b>3,056.14</b>	<b>3,056.14</b>
Water Consumption	0.00	56,121.44	56,121.44
Water Utility User Fee	0.00	24,576.33	24,576.33
Water Main-break Surcharge	0.00	10,440.09	10,440.09
Meter Upgrade Fees	0.00	741.61	741.61
Special Water Charges	0.00	961.37	961.37
State Surcharge	0.00	2,481.66	2,481.66
Certified Bills Collections	0.00	25.00	25.00
Administrative Fee Move/Out	0.00	199.16	199.16
Penalties and Forfeited Discounts	0.00	339.08	339.08
<b>Total Acct 371</b>	<b>0.00</b>	<b>95,885.74</b>	<b>95,885.74</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>99,144.45</b>	<b>99,144.45</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Financial Administration			
Contracted Services	0.00	4,355.48	(4,355.48)
<b>Total Acct 415</b>	<b>0.00</b>	<b>4,355.48</b>	<b>(4,355.48)</b>
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	210.40	(210.40)
Newsletter			
Printing and Binding (351 through 359)	0.00	366.72	(366.72)
<b>Total Acct 419</b>	<b>0.00</b>	<b>577.12</b>	<b>(577.12)</b>
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	894.29	(894.29)
Contracted Services	0.00	49,114.49	(49,114.49)
Utility Services (381 through 389)	0.00	19,120.60	(19,120.60)
Utility Services: Water	0.00	677.62	(677.62)
Miscellaneous (431 through 499)	0.00	1,571.42	(1,571.42)
Fees	0.00	2,580.00	(2,580.00)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	700.00	(700.00)
PROFESSIONAL SERVICES (301 through 319)	0.00	784.58	(784.58)
Contracted Services	0.00	17,776.75	(17,776.75)
<b>Total Acct 431</b>	<b>0.00</b>	<b>93,219.75</b>	<b>(93,219.75)</b>
MISCELLANEOUS			
Fees	0.00	23.96	(23.96)
<b>Total Acct 490</b>	<b>0.00</b>	<b>23.96</b>	<b>(23.96)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>98,176.31</b>	<b>(98,176.31)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>18,956.92</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>99,144.45</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>98,176.31</b>	

As on 10/6/2022

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Cash Balance as of 10/06/2022		19,925.06	

As on 10/6/2022

## Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Miscellaneous	0.00	266.20	266.20
<b>Total Acct 361</b>	<b>0.00</b>	<b>266.20</b>	<b>266.20</b>
Sewer Consumption	0.00	49,760.48	49,760.48
Sewer Minimum Charge	0.00	40,082.63	40,082.63
Penalties and Forfeited Discounts	0.00	511.98	511.98
<b>Total Acct 372</b>	<b>0.00</b>	<b>90,355.09</b>	<b>90,355.09</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>90,621.29</b>	<b>90,621.29</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	504.00	(504.00)
<b>Total Acct 414</b>	<b>0.00</b>	<b>504.00</b>	<b>(504.00)</b>
Financial Administration			
Contracted Services	0.00	2,194.41	(2,194.41)
<b>Total Acct 415</b>	<b>0.00</b>	<b>2,194.41</b>	<b>(2,194.41)</b>
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	41,898.49	(41,898.49)
<b>Total Acct 416</b>	<b>0.00</b>	<b>41,898.49</b>	<b>(41,898.49)</b>
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	257.00	(257.00)
<b>Total Acct 419</b>	<b>0.00</b>	<b>257.00</b>	<b>(257.00)</b>
Utility Locates			
Contracted Services	0.00	387.50	(387.50)
<b>Total Acct 428</b>	<b>0.00</b>	<b>387.50</b>	<b>(387.50)</b>
Sewer Utility			
Sewer - Wastewater Charge	0.00	45,953.73	(45,953.73)
Contracted Services	0.00	19,557.78	(19,557.78)
Utility Services (381 through 389)	0.00	7,760.71	(7,760.71)
Utility Services: Gas Utilities	0.00	122.22	(122.22)
Miscellaneous (431 through 499)	0.00	836.70	(836.70)
<b>Total Acct 431</b>	<b>0.00</b>	<b>74,231.14</b>	<b>(74,231.14)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>119,472.54</b>	<b>(119,472.54)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>114,108.09</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>90,621.29</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>119,472.54</b>	
<b>Cash Balance as of 10/06/2022</b>		<b>85,256.84</b>	

As on 10/6/2022

American Rescue Act Proceeds

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Federal Grants - CARES	0.00	48,193.46	48,193.46
<b>Total Acct 331</b>	<b>0.00</b>	<b>48,193.46</b>	<b>48,193.46</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>48,193.46</b>	<b>48,193.46</b>
<b>Other Financing Sources:</b>			
<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Disbursements:</b>			
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	1,004.00	(1,004.00)
<b>Total Acct 416</b>	<b>0.00</b>	<b>1,004.00</b>	<b>(1,004.00)</b>
Water Utility			
Contracted Services	0.00	524.15	(524.15)
<b>Total Acct 431</b>	<b>0.00</b>	<b>524.15</b>	<b>(524.15)</b>
<b>Total Disbursements</b>	<b>0.00</b>	<b>1,528.15</b>	<b>(1,528.15)</b>
<b>Other Financing Uses:</b>			
<b>Total Other Financing Uses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Beginning Cash Balance</b>		<b>(46,665.31)</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>48,193.46</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>1,528.15</b>	
<b>Cash Balance as of 10/06/2022</b>		<b>0.00</b>	

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

**MINUTES OF THE CITY COUNCIL MEETING  
SEPTEMBER 13, 2022, 7:00 P.M.**

**MEMBERS:**

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

**STAFF:**

Becky Kellen	City Administrator
H. Alan Kantrud	City Attorney

Minutes prepared by Anh Nguyen of Minutes Solutions Inc. from a video recording.

**1. CALL TO ORDER**

Mayor Wingfield called the meeting to order at 7:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AGENDA**

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

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

- Section F: Diseased Tree Task Force Update
- Administrator Updates: Impervious Surface DNR Code Status
- City Hall Updates: Woodpecker

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

- Status Update on Recording Feistner Beach with the County

Becky Kellen requested the following changes to the agenda:

- Administrator Updates: Designating 2022 Canvassing Board Dates
- Removal of Regular Agenda Item B

**4. OPEN PUBLIC FORUM**

**Barton Winter, 1 Five Oaks Lane,** offered to replace the loose corner boards at the hockey rink and skating rink, expressing concern regarding the flooding of the rinks.

**James Nelson, 256 Wildwood Avenue**, expressed concern regarding the Council's conduct, the Council's reportedly selective approval of permits, and the city's strict approach to the diseased tree policy.

**5. ANNOUNCEMENTS**

- A. League of Women Voters:** The White Bear Lake Area League of Women Voters will hold a Candidate Forum on October 3, 2022, from 6:00 p.m. to 9:00 p.m. The forum will be open to the public.
- B. Birchwood Dock Association (BDA):** The BDA's annual fall meeting will be held on September 17, 2022, from 9:30 a.m. to 10:30 a.m. The meeting will be open to the public.
- C. Bookkeeper:** Birchwood Village is hiring a bookkeeper. The application deadline is September 23, 2022.

**6. CITY BUSINESS – CONSENT AGENDA**

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

- A. Approval of the Treasurer's Report:** The Treasurer's report for the period ending September 5, 2022, was provided for the Council's review and approval.
- B. Approval of the July Council Meeting Minutes:** The minutes of the Council meeting held on July 12, 2022, was provided for the Council's review and approval.
- C. Approval of the August Council Meeting Minutes:** The minutes of the Council meeting held on August 16, 2022, was provided for the Council's review and approval.
- D. Approval of the City Attorney Contract:** The contract for legal services between the city of Birchwood Village and H. Alan Kantrud effective September 13, 2022, was provided for the Council's review and approval.
- E. Approval of Resolution 2022-12 – Approving State of Minnesota Joint Powers Agreement with the City of Birchwood Village on behalf of its City Attorney**
- F. Approval of Birchwood Prosecuting Attorney Joint Powers Agreement**
- G. Approval of Birchwood Prosecuting Attorney Court Amendment**
- H. Approval of 2022 Deer Hunt Contract**

7. **CITY BUSINESS – REGULAR AGENDA**

A. **Third Reading Ordinance 2022-07-01, Amending Section 617**

a. **Public Hearing:**

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

There were no comments.

b. **Council Deliberation and Approval:**

**On a motion made by Councilmember Fleck, seconded by Councilmember McCarthy, it was resolved to approve Ordinance 2022-07-01, Amending Section 617 subject to changing (4) to state “fish house” instead of “house”, and changing (5) to state, “The Dock Association shall place a number on all lifts and provide a list of all owners...” All in favor; motion carried.**

c. **Approval of Summary Publication for Ordinance 2022-07-01, Amending Section 617:**

**On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to approve the summary publication for Ordinance 2022-07-01, Amending Section 617 as presented. All in favor; motion carried.**

B. **City Hall Updates**

a. **Riprap Added to East Side:**

**On a motion made by Councilmember Fleck, seconded by Councilmember Foster, it was resolved to approve Pelco Construction to fortify the east side with cement at a cost not to exceed \$3,000. All in favor; motion carried.**

Mayor Wingfield reported erosion issues on the east side of City Hall. Pelco Construction will cement the area by the stairs on the east side to prevent further flooding concerns. A quote is pending.

b. **Seal Flashing on Storm Windows: *ACTION – Mayor Wingfield will request that Pelco Construction seal all storm windows at City Hall with flashing in conjunction with the riprap added to the east side at a bulk cost not to exceed \$3,000.***

The storm windows at City Hall require flashing to prevent water intrusion from the lip of the windows.

c. **Woodpecker: *ACTION – Mayor Wingfield will obtain a recommendation from Pelco Construction regarding the woodpecker at City Hall.***

**C. Special Parks Fund**

**On a motion made by Mayor Wingfield, seconded by Councilmember Woolstencroft, it was resolved to transfer the \$15,000 to the general fund from the 210 – Special Revenue fund. All in favor; motion carried.**

The Council has expended \$15,000 from the special revenue fund to address various issues throughout the city, including wood chipping and signage.

**D. 2023 Budget Proposal**

**On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to approve the 2023 budget of \$502,941. All in favor; motion carried.**

*ACTION – Becky Kellen will submit the Birchwood Village 2023 budget to Washington County.*

Line 74 should reflect a budget of \$37,990 which includes Mary Cahill's salary at 10 hours per month, 90 hours annually for coverage for the bookkeeper, and the part-time bookkeeper position at 30 hours per week at a rate of \$23 per hour.

The Council agreed to allocate \$15,000 from the Special Revenue Fund to line 43 Non-Levy Revenue, a budget of \$10,000 for emerald ash borers to line 232, and a budget of \$2,000 for miscellaneous expenses to line 258.

The Tennis Sanitation trash removal contract has increased to \$17,664 from \$14,500.

**E. Tree Inspection Update**

**a. Public Land:** Mayor Wingfield noted that the removal of emerald ash borers on city property will proceed as planned.

**b. Private Properties:**

**On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to cease the emerald ash borer tree inspections and removal by April 15, 2023, based on community feedback and that communication be sent to residents advising that the tree removal is deferred pending further review. All in favor; motion carried.**

**On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved that John Lund must obtain permission from homeowners to enter private property for tree inspections. All in favor; motion carried.**

*ACTION – Becky Kellen will follow up with John Lund regarding reports of entering private property without consent to conduct tree inspections against the directive of the Council and reiterate that he must obtain consent from homeowners to enter private property for all tree inspections.*



**c. Diseased Tree Task Force Update:**

**On a motion made by Mayor Wingfield, seconded by Councilmember Foster, it was resolved to appoint Alice Anderson to the Tree Task Force. All in favor; motion carried.**

Becky Kellen reported that, as per John Lund's estimate, the cost to remove diseased trees at Polly's Park is \$27,815, and \$45,010 for Elm Beach, Ash Path, Bloomquist Park, and city streets combined.

**Tom Patsy, 1 Hall Court,** reported that state law 18G.186 has been repealed since 2007 and there is no current state law requiring the city to have a diseased tree ordinance. He requested that the ash trees be removed from the tree ordinance and noted concerns regarding the cost of tree removal to residents.

**John Anderson, 2 White Pine Lane,** expressed concern regarding John Lund proposing his company to remove the trees and the conflict of interest it poses. He reiterated that his research found no laws requiring that residents remove diseased ash trees. He noted the amount of city effort and time spent on the removal of ash trees, which have no value and do not require replacement. He noted that treatment of diseased ash trees is an alternative to tree removal.

**Alice Anderson, 2 White Pine Lane,** noted there are several ways to address the emerald ash borer issue without the eradication of the ash trees. She requested that the tree ordinance eliminate the penalty that is proposed to be imposed on residents who do not remove ash trees from their property as marked by the city.

The Council noted that the Tree Task Force must follow open meeting laws, provide notice to the public, and hold meetings that are open to the public. The Council reiterated that the Tree Task Force is to meet to discuss and provide a unified proposal at the next Council meeting giving consideration to recommendations, options, and education.

**F. Fee Schedule Planning and Zoning Fees**

The fee schedule will be approved at the next Council meeting. The changes to codes associated with the fee schedule changes will require public hearings and approval as per Council protocol.

- a. Escrows:** *ACTION – Becky Kellen will remove Section 301.055 subdivision 2 from the city's code.*

The Council confirmed that the \$1,000 escrows for subdivision split lots and building move deposits be removed and the \$10,000 escrows remain.

- b. Zoning:** The Council confirmed there are no rezoning application fees. The fee for zoning permits is \$50 plus the city engineer's review time and materials.

- c. Plat Application Fees:** The Council confirmed that the subdivision preliminary plat application fee and the preliminary plat application fee are duplicates of each other but should remain at the proposed \$1,000. The subdivision final plat fee and

the final plat application fee are also duplicates of each other but should remain at the proposed \$1,000.

- d. **Building Permit Fees:** *ACTION – Becky Kellen will amend the highest total valuation to reflect \$500,001 to infinity.*

**G. Administrator Updates**

- a. **Water Meter Installation Update:** Five water meters have been installed. There are nine water meters also requiring installation.
- b. **Upcoming Workers Compensation Audit:** The workers’ compensation audit by Berkley Risk will be held on September 15, 2022.
- c. **Impervious Surface DNR Code Status:** An update will be provided at the next Council meeting.
- d. **Designating 2022 Canvassing Board Dates:**

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember Fleck, it was resolved to approve the Canvassing Board meeting to be held on November 15, 2022, at 7:00 p.m. at City Hall. All in favor; motion carried.**

**H. City Attorney Updates**

- a. **Status Update on Recording Feistner Beach with the County:** *ACTION – H. Alan Kantrud will confirm whether Washington County can conduct a survey of Feistner Beach through the county’s public works department.*

H. Alan Kantrud reported that Feistner Beach has not been correctly delineated and requires a survey.

**8. ADJOURNMENT**

**On a motion made by Councilmember Woolstencroft, seconded by Councilmember McCarthy and carried unanimously, it was agreed that there was no further business of the Council to transact; the meeting was closed at 8:26 p.m. by Mayor Wingfield.**

**DISCLAIMER**

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

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

\_\_\_\_\_  
City Administrator Becky Kellen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



White Bear Lake Conservation District • 4701 Highway 61 • White Bear Lake, MN 55110 • Telephone (651) 429-8520  
Email: [wblcd@msn.com](mailto:wblcd@msn.com) • Website: [wblcd.org](http://wblcd.org)

September 6, 2022

TO: Current Permit and License Holders

Enclosed is an updated application form, and fee schedule for your use in renewing your license or permit for 2023. Please read and complete the application carefully and completely, submit all documents, and fees as required, and ensure it is received in the WBLCD office no later than **October 15, 2022** to avoid any late fees.

You may submit your application, and documents by email: [wblcd@msn.org](mailto:wblcd@msn.org), or by mail, and in person to: WBLCD, 4701 Hwy 61, White Bear Lake, MN 55110. If you choose to apply by email, please mail your payment to the WBLCD at the address above. Additional copies of the form may also be downloaded from our website at [www.wblcd.org](http://www.wblcd.org).

Applications will be reviewed by the Lake Utilization Committee (LUC) and/or Board at its November board meeting; you will be notified in advance as to the date of the review if you would like to attend.

If you have any questions, please email me at [wblcd@msn.com](mailto:wblcd@msn.com), or call our office at 651-429-8520. Office hours are Tuesday and Thursdays, 10 am – 2 pm; the third Tuesday of each month, office hours are extended to 6 pm.

Sincerely,

Cheri Howe  
Administrator  
White Bear Lake Conservation District  
[wblcd@msn.com](mailto:wblcd@msn.com)

APPROVAL FORM FOR ASSOCIATION DOCK PLANS

CITY OF BIRCHWOOD VILLAGE

(TO BE SUBMITTED TO CITY CLERK 10 DAYS PRIOR TO OCTOBER COUNCIL MEETING)

**Date of entry:** 9/26/2022

**Dock Association Name:** Birchwood Dock Association

**Dock Association Contact Person:** Nick Nephew

**Dock Association Contact Phone:** 612-269-3492

**Dock Association Officers:**

**President:** Nick Nephew **Phone:** 651-653-1184

**Vice President:** Houston Clinch **Phone:** 612-269-3492

**Secretary:** Alicia Jackola **Phone:** 612-214-3816

**Treasurer:** Trevor Morehead **Phone:** 612-363-2845

**Member at Large:** Jim Berg **Phone:** 651-260-9333

**Member at Large:** Chris Sorenson **Phone:** 320-420-2207

**Dock Permit Application Package Checklist:**

- Association Bylaws, if not previously submitted**
  - Attached**  **No Change**
- Current Treasurer's Report**
- Minutes of the Dock Associations meetings(s) for the past year**
  - Spring**  **Fall**
- Dock Association Officer List**
  - Complaint contact identified**
- Dock Association Membership Dues**
- Current Dock Association Members (indicating total boating seasons)**
- Planned repairs or improvements reports**
  - Attached**  **No Change**
- Scale drawings for each proposed dock**
- Plans for winter storage of Dock Association lifts, docks and other property**
  - Plans to store lifts, docks and other property on easements as in years past**
- Completed WBLCD dock license application**

**Treasures Report - Fall Meeting - September 18th, 2021**

<b>Balance September 7th, 2021</b>		<b>\$ 14,824.67</b>
Dock Out	(4,075.00)	\$ 10,749.67
Deposits	26,175.00	\$ 36,924.67
Fee's / Supplies	(44.53)	\$ 36,880.14
WBLCD	(780.00)	\$ 36,100.14
Birchwood Village - 20 Slips @ \$750	(15,000.00)	\$ 21,100.14
Insurance	(2,344.16)	\$ 18,755.98
<b>Treasure's Report - Spring Meeting - April 16th, 2022</b>		<b>\$ 18,755.98</b>
Slip Deposits Held - 14 @ \$200	(2,800.00)	\$ 15,955.98
Dock In/Out	(8,000.00)	\$ 7,955.98
<b>Cash on Hand</b>		<b>\$ 7,955.98</b>

<b>Treasures Report - Spring Meeting - April 16th, 2022</b>		<b>\$ 18,755.98</b>
Deposits	2,450.00	\$ 21,205.98
Miller Marine - Dock - In	(4,450.00)	\$ 16,755.98
Birchwood Village - 1 Slip @ \$750	(750.00)	\$ 16,005.98
Fee's / Supplies / Dock Parts	(125.90)	\$ 15,880.08
<b>Treasures Report - Fall Meeting - September 17th, 2022</b>		<b>\$ 15,880.08</b>
Dock Out - Estimated	(4,500.00)	\$ 11,380.08
WBLCD	(780.00)	\$ 10,600.08
Slip Deposits - 18 @ \$200	(3,600.00)	\$ 7,000.08
<b>Cash on Hand</b>		<b>\$ 7,000.08</b>



## **BDA Meeting**

### **April 16, 2022 Zoom Call**

**President Klimp opened the meeting at 9:35 am.**

**Minutes of September 18, 2021 meeting were approved.**

**Note:** Dock out cost for 2021 was \$4,000. Estimate in fall of 2021 was \$3,400.

#### **Old Business Review**

##### ***2022 BDA Board:***

President – Dana Klimp

Vice President – Nick Nephew

Treasurer – Lynn Hanson

Secretary – Alicia Jackola

Member at Large – Jim Berg

#### **Treasurer Report (separate document)**

Estimated cash on hand for 2022 \$7,955

Budget balance loss of \$2,305 expected for 2022

Dock slip fee is staying at \$1,300 for 2022. No change from 2021.

May need to increase slip fees for 2023 is water levels remain low and unable to get more slips in.

Discussed that docking is in good shape. Dellwood docking is due for replacement in the next 3-4 years.

Discussed that Birchwood Dock Association is a separate entity from the City of Birchwood. This is the 12<sup>th</sup> year of Birchwood Dock Association. General dock members have decreased significantly since all residents are now allowed on the docks. Idea brought up that people on waitlist should pay the \$35 dock only membership fee which would give them the ability to vote.

#### **New Business Review**

##### ***Boat Slip Assignments & Waitlist***

20 slips filled for the 2022 season. Full for 2022.

There are three new slip holders - one at Birch, one at Elm, one at Dellwood.

Waitlist remains for Birch, Dellwood and Ash. 14 waitlists currently.

Waitlist remains at 14.

##### ***Dock In Date***

There is no specific date set yet. TBD with Miller Marine. Email will be sent with date ASAP.

Any slip holders not returning need to have lifts off easements by May 1. Dock in for first section of dock will be on April 23.

##### **Dock Managers:**

Elm – Houston Clinch and Dana Klimp

Ash – Sara & Nick Nephew and Chris Sorenson

Dellwood – John Arlandson and Joe Evans

Birch – Claudio Danus and Mark Greseth

**Closing Notes**

Reminder that each slip holder is required to carry \$1M insurance.

**Other Notes:**

Meeting attendees included Dana Klimp, Lynn Hanson, Sara & Nick Nephew, Alicia Jackola, Dyanne Ross-Hanson, Trevor Morehead, Dick Galena, John Arlandson, Claudio Danus, Troy Morehead, Joe Evans, Houston Clinch, Jim Berg, Keith Barton, Michelle Maiers-Atakpu, Christopher Sorenson, Jennifer & Jason Tell

**Meeting adjourned at 10:20am**

Submitted by Alicia Jackola, Secretary

## **BDA Meeting**

**September 17, 2022, Birchwood Village Hall - Minutes DRAFT**

**President Klimp opened the meeting at 9:32 am.**

### **Introductions of meeting attendees:**

Nick Nephew, Dick Galena, Megan Schaffhausen, Mark Schaffhausen, Mark Foster, Ryan Hankins, Keith Barton, Darren DeYoung, Trevor Morehead, Sara Nephew, Dyanne Ross-Hanson, Lori Klimp, Claudio Danus, Houston Clinch, Martha Arlandson, Chris Sorenson, Jason Tell, Alicia Jackola, Lynn Hanson, Dana Klimp

**Minutes of September 18, 2021 meeting were approved.**

### **Old Business Review**

#### ***2022 Activities:***

Birch dock moved 10 ft. west during 2022 season

Currently 21 boats

Water down 13 in. since dock in

#### **Treasurer Report (separate document)**

Cash on hand approximately \$7,000.

No funds allocated to the dock purchase fund this year.

Ash decking was replaced last year.

Dellwood decking probably need to be replaced in 2024 (estimated \$7,500)

Birch and Elm decking probably need to be replace in 2026 (estimated \$10,000)

City of Birchwood has increased fee per slip to the city from \$750 to \$875 for 2023 season.

Proposed slip fee for 2023 budget is \$1,600 to cover increase in city fee and other upcoming increased costs mainly for docking and dock in and dock out. 2022 slip fee was \$1,300.

City revenue proposed by 2023 budget is \$17,500.

Discussion of slip fees noted that we don't have the same services of the commercial docks on White Bear such as lighting and restrooms. Also, the cost of required lifts is significant above the cost of the slip fee.

Motion to approve budget was brought forward and seconded. Motion approved.

### **New Business Review**

#### ***Input from Neighbors***

Request from Birch dock neighbors to reduce Birch dock length back to 116 ft. (which was the length some years ago). Approved length for Birch dock for 2022 season was 128 ft. Discussion ensued regarding length and factors to be considered. Members were open to reducing the dock length but if the length was reduced to 116 ft. the dock would only be able to accommodate 7 of the 8 current slip holders for 2023. It was noted that one of the six-year slip terms will be completed after the 2023 boating season. Compromise was discussed to keep the 128 ft. length for one more year so that current Birch slip holders could finish out their terms and then reduce the length the following year. This seemed reasonable to members and Dick Galena, speaking on behalf of the Birch neighbors. Also mentioned that extra docking from Birch could possibly move to Ash in 2024 to make it longer. Motion proposed and seconded to apply for Birch dock at 128 ft. for 2023 and then move it to 116 ft.



for the 2024 boating season. Motion passed.

**2023 Dock Application Review**

No changes to the 2023 dock application for Ash, Birch, Elm and Dellwood from current configuration. Proposed application to be reviewed at October city council meeting.

**Boat Slip Assignments, Waitlist and Commitments**

Slips were filled for the 2022 season.

There will be four openings for 2023 season (two at Ash, one at Dellwood, one at Elm).

Waitlist is currently at 18.

Commitment for 2023 for current slip holders is December 15, 2022. 2023 dues and proof of insurance is due by that date.

**Dock Out Date**

Dock out date set after meeting for 10/22/22. Email sent out to all boating members.

Reminder: Have lifts raised all the way up for dock and lift removal.

Note: Non-returning boat members must remove lifts from easements by Spring 2023.

**Boat Lift Identification**

New: Lifts need to be identified and a list provided to City of Birchwood by October 31. Nick Nephew will manage the identification system and provide details to City.

**Service for Dock In/Dock Out**

Discussion was held regarding service of Miller Marine for dock in/dock out. Noted that a quote was also received from a local service in Mahtomedi that was very similar in price to Miller Marine. (About \$9000-\$9500). Trevor Morehead offered to provide dock in/dock out service for a reduced cost. Motion to approve Trevor Morehead and crew for dock in/dock out service for 2023 was brought forward. Motion to amend original motion to include liability waiver was proposed and seconded. Amended motion was approved.

**Executive Board Nominations & Elections:**

Dana Klimp and Lynn Hanson are planning to retire from their positions of President & Treasurer, respectively. Nick Nephew (current VP) willing to step into President role. Alicia Jackola willing to stay on as Secretary. Some discussion ensued about possible interested parties. Trevor Morehead willing to be Treasurer and Houston Clinch willing to be VP. Members encouraged Chris Sorenson to be a Member at Large.

**Executive Board Nominations Approved for 2023:**

President	Nick Nephew
Vice President	Houston Clinch
Treasurer	Trevor Morehead
Secretary	Alicia Jackola
Members at Large	Chris Sorenson and Jim Berg

**Meeting adjourned at 10:35am**

Submitted by Alicia Jackola, Secretary

**Birchwood Dock Association Officers - 2023**

**President**

Nick Nephew                      651-249-3800                      [nicknephew@yahoo.com](mailto:nicknephew@yahoo.com)

**Vice President**

Houston Clinch                      651-784-4643                      [skivet13@gmail.com](mailto:skivet13@gmail.com)

**Treasurer**

Trevor Morehead                      612-363-2845                      [more0195@gmail.com](mailto:more0195@gmail.com)

**Secretary**

Alicia Jackola                      612-214-3816                      [aliciajackola@hotmail.com](mailto:aliciajackola@hotmail.com)

**Member at Large**

Jim Berg                      651-260-9333                      [jim@twincitiesmagic.com](mailto:jim@twincitiesmagic.com)  
Chris Sorenson                      320-420-2207                      [chrisleesorenson@gmail.com](mailto:chrisleesorenson@gmail.com)

**Complaint Managers**

Nick Nephew                      651-249-3800                      [nicknephew@yahoo.com](mailto:nicknephew@yahoo.com)  
Houston Clinch                      651-784-4643                      [skivet13@gmail.com](mailto:skivet13@gmail.com)

**Fall Meeting September 17th - 2023 Budget**  
**City Fee \$875**

<b>Annual</b>		<b>Dues</b>
Non Slip	\$ 35.00	Dock & Slip Fee
		\$ 1,600.00

<u>Dock - Boats</u>	<u>Applied for</u>	<u>Dock Only Members</u>	<u>Slips used 2022</u>	<u>Slips Projected 2023</u>	<u>Association</u>	<u>Assoc + City</u>
Ash - 8	6		5	5	\$ 685.00	\$ 985.00
Birch - 10	8		8	7	\$ 685.00	\$ 985.00
Elm - 6	4		2	2	\$ 650.00	\$ 950.00
Dellwood - 8	7		6	6	\$ 650.00	\$ 950.00
Kay - 0						
32 Boats	25	5	21	20	\$ 650.00	\$ 950.00
			175	32,000	\$ 1,300.00	\$ 1,300.00
				2023 Budget	\$ 1,300.00	\$ 1,300.00
					\$ 1,300.00	\$ 1,300.00
					\$ 1,300.00	\$ 1,300.00
					\$ 1,300.00	\$ 1,300.00
					\$ 1,600.00	\$ 1,600.00

<b>City Revenue</b>	
City Slip Fee/Storage	\$ 875
Slips Used	\$ 20
<b>City Revenue</b>	<b>\$ 17,500</b>

<b>Assoc. Expenses</b>	
WBLCD-Docks - 25 Boats	\$ 780
Insurance	\$ 2,500
Dock & Lifts in / out	\$ 9,000
Dock Purchase Funding	\$ 2,000
City Slip/Storage Fee's	\$ 17,500
Office Supplies - Postage	\$ 150
Dock Maint. / Misc.	\$ 150
<b>Assoc. Expenses</b>	<b>\$ 32,080</b>

<b>Assoc. Revenue</b>	
Dock Only Dues	\$ 175
Slip Fee's	\$ 32,000
<b>Assoc. Revenue</b>	<b>\$ 32,175</b>
<b>Assoc. Expenses</b>	<b>\$ 32,080</b>
<b>Budget Balance</b>	<b>\$ 95</b>

## **Birchwood Dock Association Membership**

John & Martha	Arlandson	19 Oakridge Dr.
Peter & Michelle	Atakpu	201 Birchwood Ave.
Keith & Kathleen	Barton	28 Oakridge Dr.
Jim & Judy	Berg	889 Barbara Court
Houston	Clinch	164 Wildwood Ave.
Sandy & Claudio	Danus	430 Wildwood Ave.
Joe & Casie	Evans	545 Wildwood Ave.
Randy & Jackie	Felt	286 Jay St.
Aaron Will & Tara	Fernholz	212 Birch Street
Stephen & Nancy	Ferry	191 Wildwood Ave.
Mark & Jill	Greseth	214 Wildwood Ave.
Lynn & Dyanne	Hanson	700 Hall Ave.
Mick Hughes & Samantha	Hart	725 Birchwood Ave.
Andrew & Alicia	Jackola	15 Oakridge Drive
Wayne	Kazmierczak	140 Birchwood Ave
Dana & Lori	Klimp	414 Birchwood Ct
Jeremy & Gina	Loosbrock	701 Birchwood Ave
Roger & Donna	Madison	158 Wildwood Ave.
Ron	Malles	420 Wildwood Ave.
Troy & Naomi	Morehead	505 Wildwood Ave
Trevor	Morehead	4 Five Oaks Ln.
Nich & Sara	Nephew	20 Birchwood Ave
Sean & Molly	Roberts	600 Wildwood Ave.
Chris & Mary	Rollinger	305 Jay St.
Mark & Mary Jo	Schauffausen	262 Wildwood Ave.
Megan	Schaufhausen	240 Wildwood Ave
Curt & Rachel	Schuler	22 Oakridge Dr
Adam	Seifert	240 Wildwood Ave
Emma	Solheim	138 Wildwood Ave.
Chris	Sorenson	5 Oakridge Dr.
Bridget	Speral	110 Birchwood Ave
Stephen & Nancy	Standish	112 Cedar St.
Phil	Sutherland	106 Wildwood Ave
Jennifer & Jason	Tell	697 Hall Ave.
Ted & Joanne	Thornquist	205 Wildwood Ave.
Rosemary	Wallace	253 Cedar St.
Joseph & Torie	Wormwood	112 Wildwood Ave.



**Slip Assignments 2022**

Status	Name	Address	Phone	Seasons Completed	Years Remaining
<b><u>Ash</u></b>					
1	Wayne Kazmierczak	1401 Birchwood Ave	651-408-3444	3	3
2	Roger Madison	158 Wildwood Ave	507-829-1913	6	0
3	Nick & Sara Nephew	20 Birchwood Ave	651-249-3800	2	4
4	Chris Sorenson	5 Oakridge Dr.	320-420-2207	6	0
5	Keith & Kathleen Barton	28 Oakridge Dr.		1	5
Shallow					
<b><u>Birch</u></b>					
1	Lynn Hanson	700 Hall Ave.	651-426-0848	4	2
2	Trevor Morehead	5 Oaks Lane	612-363-2845	1	5
3	Troy Morehead	505 Wildwood Ave	651-653-1251	3	3
4	Curt & Rachel Schuler	22 Oakridge Dr	651-470-8401	3	3
5	Claudio Danus	430 Wildwood Ave	651-762-1999	5	1
6	Andrew & Alicia Jackola	15 Oakridge Drive	612-214-3816	3	3
7	Aaron Will & Tara Fernholz	212 Birch St	651-239-5065	3	3
8	Mark & Jill Greseth	214 Wildwood Ave	612-715-1726	5	1
<b><u>Dellwood</u></b>					
1	Megan Schaufhausen/Seifert	240 Wildwood Ave	651-428-7358	4	2
2	Jason Tell	697 Hall Ave.	612-720-7977	2	4
3	Stephen & Nancy Standish	112 Cedar Street	651-210-1975	3	3
4	Mick Hughes	725 Birchwood Ave.	763-355-4495	3	3
5	Joe & Casie Evans	545 Wildwood Ave.	651-348-8164	1	5
6	John Arlandson	19 Oakridge Dr	651-407-9458	5	1
shallow					
<b><u>Elm</u></b>					
1	Houstoun Clinch	164 Wildwood Ave	651-209-0558	1	5
2	Dana & Lori Klimp	414 Birchwood Cts	651-653-1184	6	0

Updated

9/18/2022

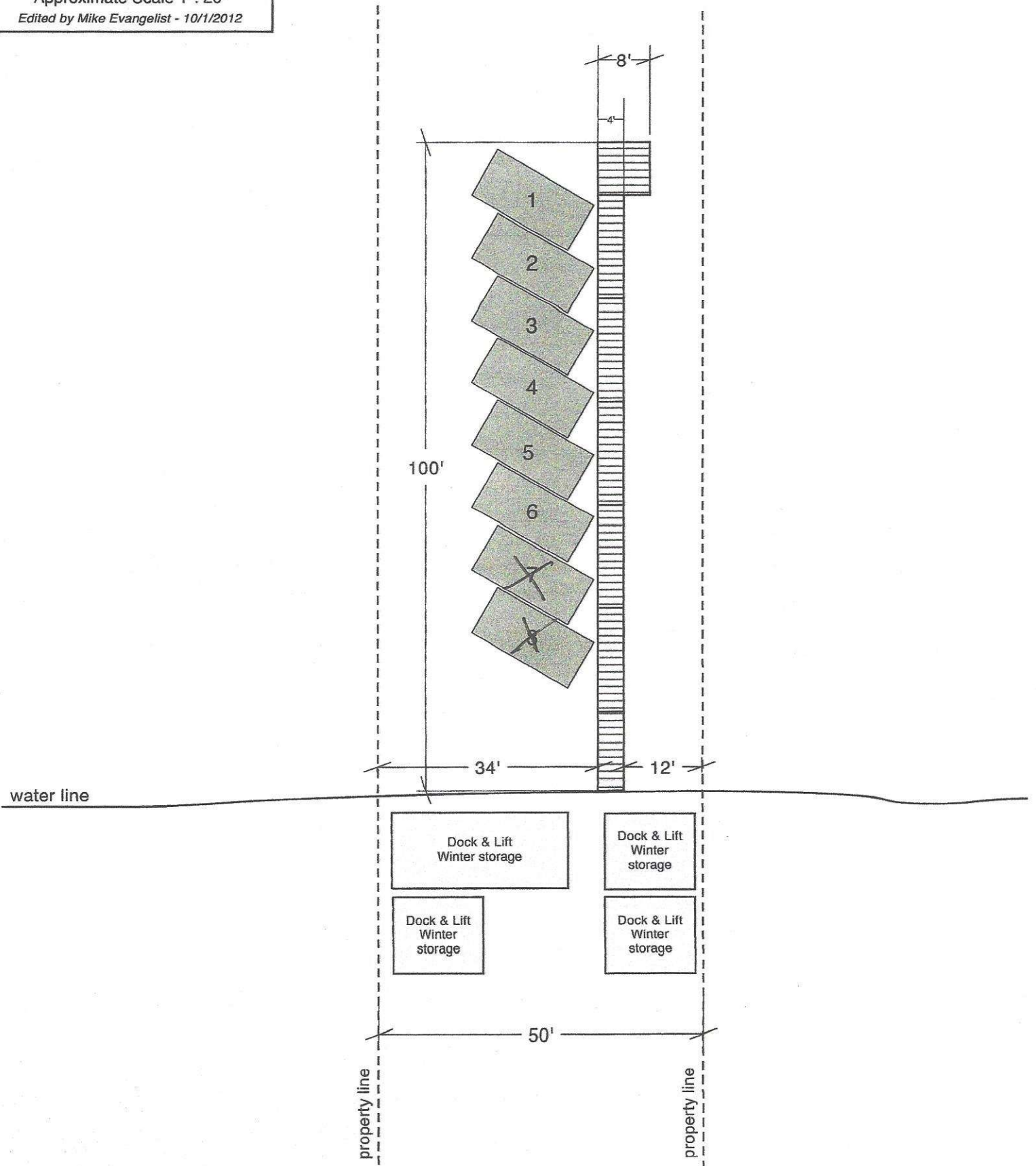
**Boat Slip Wait List**

<b><u>Position</u></b>	<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Date added to</u></b>
1	Laura Manske	706 Birchwood Ave	2/22/2011
2	Bridget Spearl	110 Birchwood Ave	2/22/2011
3	Phil Sutherland	106 Wildwood Ave	10/14/2016
4	Tami Heart	506 Wildwood Ave	10/31/2016
5	David Howard	426 Birchwood Ct.	8/16/2018
6	Ross & Donna Cardozo	139 Birchwood Ave.	5/4/2020
7	Mark & Mary Jo Schaffhausen	262 Wildwood Ave.	8/18/2020
8	Ben & Christine Creagh	16 White Pine Lane	9/27/2020
9	Peter & Michelle Atakpu	201 Birchwood Ave.	11/16/2020
10	David & Carol Forsythe	624 Birchwood Ave.	10/7/2020
11	Joshua & Melissa Nerlien	27 Oakridge Dr	4/9/2021
12	Chris & Mary Rollinger	305 Jay St.	9/21/2021
13	Joseph & Torie Wormwood	112 Wildwood Ave.	2/8/2022
14	Sean & Molly Roberts	600 Wildwood Ave.	2/15/2022
15	Rosemary Wallace	253 Cedar	4/14/2022
16	Emma Solheim	138 Wildwood Ave.	5/24/2022
17	Jeremy & Gina Loosbrock	701 Birchwood Ave.	7/18/2022
18	Joe & Whitney Nasvik	406 Birchwood Ave.	8/29/2022

# Ash Beach

Approximate Scale 1" = 20'

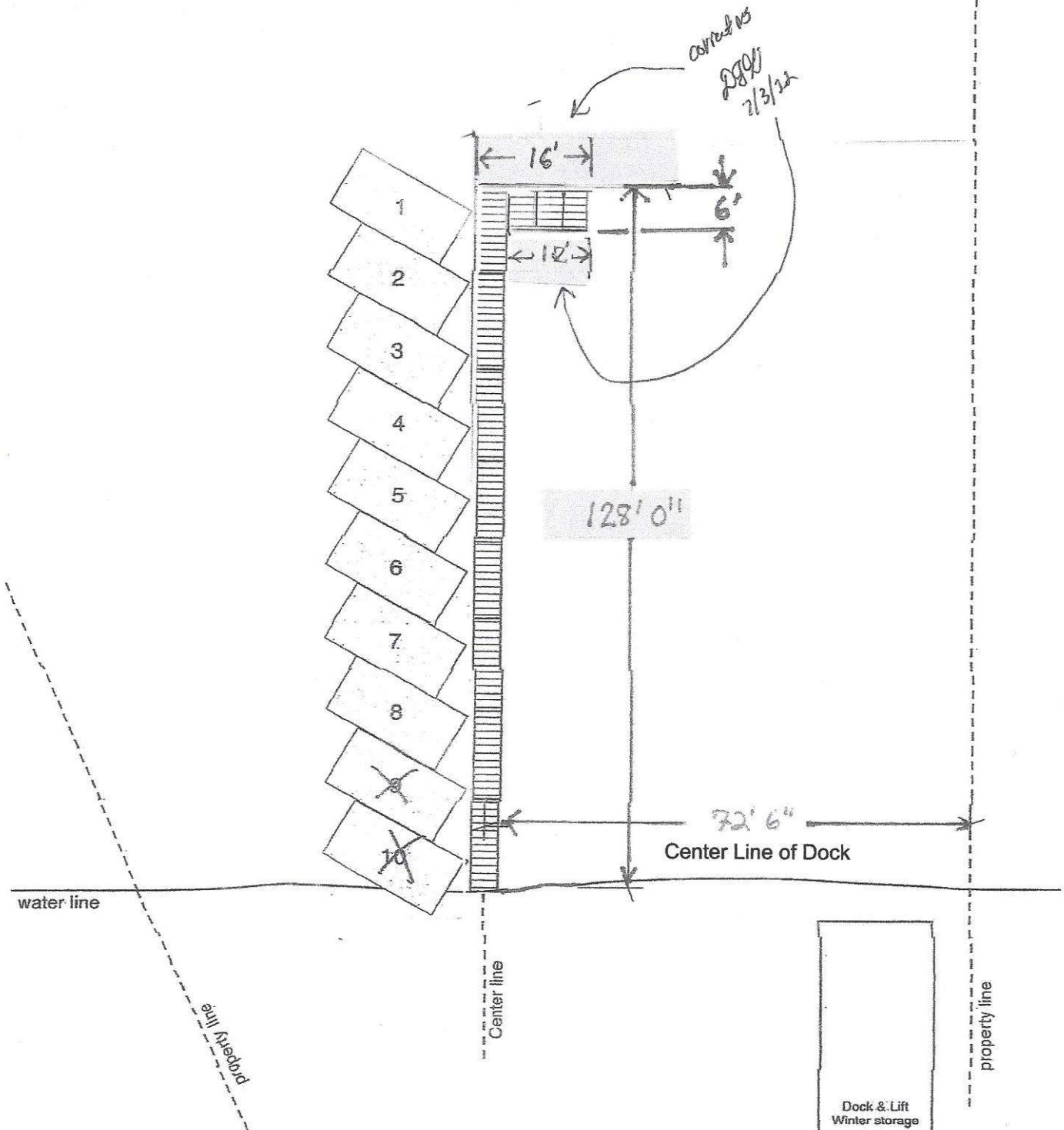
Edited by Mike Evangelist - 10/1/2012



# Birch Beach

Approximate Scale 1" = 20'  
Edited by Mike Evangelist - 8/25/2012

7/3/22  
plot form correction

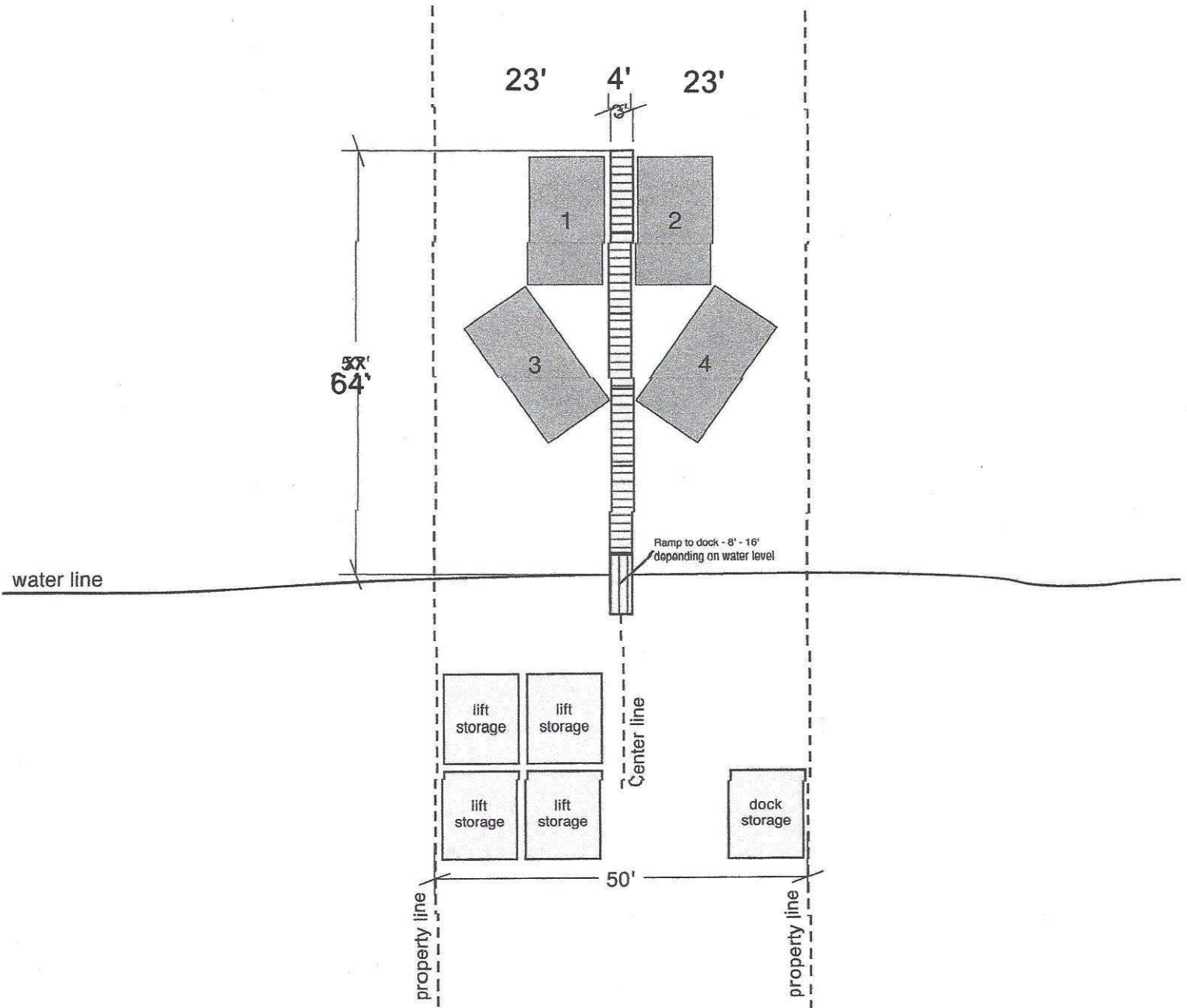




# Elm Beach

Approximate Scale 1" : 20'

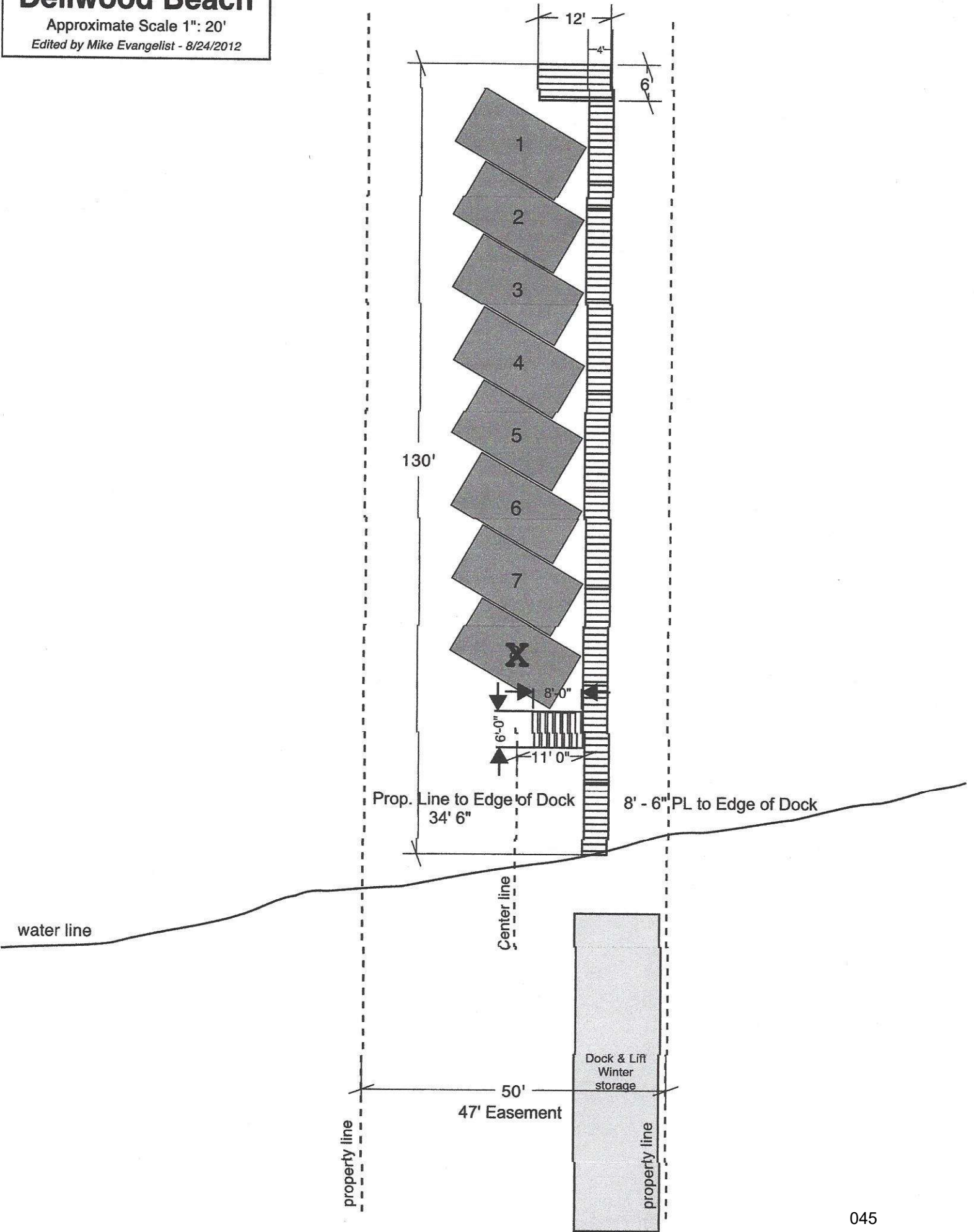
Edited by Mike Evangelist - 10/1/2012



# Dellwood Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 8/24/2012



**Birchwood Dock Association**

**2023 Boating Season**

**WBLCD Application Fee's**

<u>Lake Tract - Boats</u>	<u>Dock</u>	<u>Add. Boats \$60</u>	<u>Shore Ramps \$10</u>	<u>Total</u>
Ash - 6	\$ 60	\$ 120	\$ -	\$ 180
Birch - 8	\$ 60	\$ 240	\$ -	\$ 300
Elm - 4	\$ 60	\$ -	\$ -	\$ 60
Dellwood - 7	\$ 60	\$ 180	\$ -	\$ 240
<b>WBLCD FEE</b>				<b>\$ 780</b>



2023 FORM #5 (Approved 8/16/22)

Application for new, renewed, or revised multiple user dock, ramp, mooring, and/or permanent structure license. Governed by WBLCD Ordinances #5 and #12

Non-commercial operations: All fees are due with application for next license year by October 15 of current year. Late applications from renewing licensees will be assessed a late fee of \$60.

Commercial operations: The application fee is due with application for next license year by October 15 of current year. Late applications will be assessed a late fee of \$25 per slip per week.

Of the remaining fees, one-half (1/2) is due by April 1 of the license year or prior to putting the docks in the water, whichever is earliest. The second 1/2 of the fees are payable by August 1 of the license year.

OFFICE USE ONLY

Application Number, Date Received in Office, Amount of Fee Received, Approval Date, Other permits obtained, Copy of Insurance, Balance Due, Conditions/Stipulations

(Type or print all of the following information in black ink to insure good copies)

- 1. STATUS: [ ] New [X] Renewal--Identical to last year [ ] Renewal--Revised from last year

2. SITE OWNER INFORMATION:

Name City of Birchwood Village, Day Phone 651-426-7747, Street Address 207 Birchwood Ave., Evening Phone, City Birchwood, State MN, Zip 55110, Email info@cityof birchwood.com

3. APPLICANT INFORMATION (if different from owner):

Name Birchwood Dock Association, Day Phone 612-269-3492 (N. Nephew), Street Address 20 Birchwood Ave., Evening Phone, City Birchwood, State MN, Zip 55110, Email birchwooddocks@gmail.com

[The above site information describes property which is riparian to White Bear Lake; and applies pursuant to White Bear Lake Conservation District's Ordinances #5 and #12 for a new, renewed or revised Multiple Dock, Ramp or Mooring License, in accordance with all data and other information submitted herewith and made a part hereof.]

4. DRAWING INFORMATION: The following must accompany all applications. Please check boxes for each as



you attach them to the application. All must include accurate dock or structure lengths, widths, or mooring positions. If neighboring Authorized Dock Use Areas (ADUAs) have docks or other structures in the lake-- accurately show their position on your drawing. **Indicate your ADUA with a dashed line.** The line may start from where your property lines touch the shoreline and should surround the area you intend to use.

- Certified survey and legal description (*Note: if certified survey is not available, a drawing (to scale) may be acceptable, if accurate and detailed.*)
- Site plan of structure to overlay survey       Dock or structure construction detail sheet
- Gas storage detail sheet (if applicable)

**5. MULTIPLE USER TYPE:** (*Please check one.*)

- Outlot Association       Multiple Dwelling       Municipal
- Private Municipal       Commercial Marina       Private Club
- Other (please explain): \_\_\_\_\_

**6. SITE USAGE:**

- A. Intended use of facility: Provide boating and swimming access to WBL for property owners of Birchwood Village. This includes docks and boat slips.
- B. Current use of facility: \_\_\_\_\_
- C. Historical use of facility: \_\_\_\_\_

**7. ABUTTING PROPERTY OWNERS:** (all lakeshore within 200 feet either side)

**North or West Owner(s):**

**Full list Attached**      Name \_\_\_\_\_ Day Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Evening Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Day Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Evening Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**South or East Owner(s):**

**Full list Attached**      Name \_\_\_\_\_ Day Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Evening Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Day Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Evening Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Any other affected parties**

Name \_\_\_\_\_ Day Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Evening Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Birchwood Lake Tract Neighbors

	<u>First Name</u>	<u>Last Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Public Lake Tract</u>	
1	Toni & Scott	Berg	131 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	West
2	Ross & Evanna	Judkins	135 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	West
3	John	Kruse	139 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	West
4	Cameron	Sigecan	143 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	West
5	Suzanne	Walfoort	145 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
6	Robert	Watkins	153 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
7	Roger & Mary	Kurtz	159 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
8	Timothy	Ehlenz	161 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
1	Steven & Nancy	Ferry	191 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	West
2	Nancy	Calderon	195 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	West
3	Keri	Pakonen	199 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	West
4	Thomas & Susan	Schway	201 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
5	Ted & Joanne	Thornquist	205 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
6	Richard	Galena	217 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
7	Richard & Janet	Christan	221 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
1	Kenneth	Broen	243 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	West
2	Trude	Harmon	780 Como Ave.	St. Paul	MN 55103	Elm - Neighbor	West
3	259 Wildwood	Rev Trs	259 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	West
4	Brian	Kraft	267 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	West
5	Ellen Maas & Len	Pratt	301 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
6	Darren & Amy	DeYoung	309 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
7	Ralph	Liebsch	315 Wildwood Ave.	Birchwood	MN 55101	Elm - Neighbor	East
8	Paul	Edwards	321 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
1	Terry & Jessica	Granec	363 Lakewood Lane	Birchwood	MN 55110	Dellwood - Neighbor	West
2	Sharon	Muellerleile	365 Lakewood Lane	Birchwood	MN 55110	Dellwood - Neighbor	West
3	Anthony & Christina	Demars	407 Lake Ave.	Birchwood	MN 55110	Dellwood - Neighbor	West
4	Jerry Carlson & Jackie	Jarosz	409 Lake Ave.	Birchwood	MN 55110	Dellwood - Neighbor	East
5	Kathleen	Madore	413 Lake Ave.	Birchwood	MN 55110	Dellwood - Neighbor	East
6	Coyleen	Davidson	425 Lake Ave.	Birchwood	MN 55110	Dellwood - Neighbor	East

**8. OTHER PERMITS:**

**8a.** All required permits, licenses and approvals have been obtained from the Minnesota Department of Natural Resources and the municipality in which the access to the structure or the dock, ramp, mooring, or other is located:

Yes; please list: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

No; please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8b. COMMERCIAL OPERATORS:** All commercial operators are required to attach a copy of your DNR Use Water Permit, and insurance. If any of these items are not included, your application will be on hold until receipt of such documents.

Ash Beach- Birchwood Village will allow 8 maximum - apply for 6

**9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:**

**By Location**

At slips \_\_\_\_\_ 6  
 At slides \_\_\_\_\_  
 At lifts \_\_\_\_\_  
 At moorings \_\_\_\_\_  
 At tie-ons \_\_\_\_\_  
 At off-lake storage \_\_\_\_\_  
 Other (describe): \_\_\_\_\_  
 \_\_\_\_\_  
**TOTAL:** \_\_\_\_\_ 6

**By Use**

For rent, lease, etc. \_\_\_\_\_  
 For service work \_\_\_\_\_  
 For company use \_\_\_\_\_  
 For private use \_\_\_\_\_ 6  
 For transient use \_\_\_\_\_  
 Other (describe): \_\_\_\_\_  
 \_\_\_\_\_  
**TOTAL:** \_\_\_\_\_ 6

**10. SITE INFORMATION:**

Site lake frontage = \_\_\_\_\_ 50 ft.  
 Water depth 100 ft from shore = \_\_\_\_\_  
 200 ft from shore = \_\_\_\_\_  
 300 ft from shore = \_\_\_\_\_  
 Date water depth (above) was measured: \_\_\_\_\_

\*Ramsey County lake elevation \_\_\_\_\_ ft. \_\_\_\_\_ (date)  
 \*(To be completed by WBLCD after application approval.)

**11. SERVICES PROVIDED (Commercial only): (Check all that apply.)**

- |   |   |
|---|---|
| <input type="checkbox"/> Boat Storage           | <input type="checkbox"/> Boat Rentals   |
| <input type="checkbox"/> Boat Sales             | <input type="checkbox"/> Boat Service   |
| <input type="checkbox"/> Restaurant             | <input type="checkbox"/> Launching Ramp |
| <input type="checkbox"/> Other (Explain): _____ |   |

Times open to the public: \_\_\_\_\_



**12. DOCK OR STRUCTURE INFORMATION:**

- A. Total dock or structure length 120' ft.
- B. Length into the lake from water's edge  
(including T's an 'Ls) 100' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
- 1. Number of projections 1
  - 2. Length and width of T's, L's, or fingers 4' x 8'
  - 3. Other projection(s) \_\_\_\_\_

**13. ADJOINING PROPERTY OWNERS' INFORMATION:**

- A. Distance from immediate property lines (including ends of T's and L's):
- North / West 34' ft.
  - South / East 8' ft.
- B. Distance from adjoining docks (including ends of T's and L's):
- North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.
- C. Lake frontage size of adjoining property owners
- North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.

**14. INSURANCE (Include a copy with application):**

We have public liability insurance.

No

Yes Company: Ekblad, Pardee & Bewall Inc.

Amount of coverage \$ 2,000,000 Date Expires: 3/01/2023

**15. SANITARY FACILITIES:**

Facilities are provided:

Yes

Number of units: \_\_\_\_\_

No

**16. PUMPING SERVICE:**

Boat toilet pumping service is provided:  Yes  No



**17. FEES: Non-Commercial properties: (See attached License Fee Schedule)**

Application Fee - \$60.00 (not refundable) \$ 60  
Each approved slip over 4 - \$60.00/each \$ 120  
License deposit (if applicable): \$ \_\_\_\_\_  
**Late fee (renewals only) – an additional late fee of \$60 will be added to applications submitted after Oct. 15 of current year for next year's license** \$ \_\_\_\_\_

**TOTAL FEE ENCLOSED:** \$ 180

Ash Beach Easement

**18. FEES: Commercial Dock or Mooring Area: (See attached License Fee Schedule)**

a. **Application Fee - \$75.00 (non-refundable)** \$ \_\_\_\_\_ (due with application)  
b. Slip or Mooring - \$75.00/each (# x \$75) = \$ \_\_\_\_\_  
c. Ramp or Skid - \$12.00/each (# x \$12) = \$ \_\_\_\_\_  
d. Watercraft Storage Racks - \$7.00/each (# x \$7) = \$ \_\_\_\_\_

**TOTAL FEES: add b + c + d = \$ \_\_\_\_\_** (divide by 2 and record payments below)

**Due by April 1:** \$ \_\_\_\_\_

**Due by August 1:** \$ \_\_\_\_\_

**19. THIS APPLICATION IS FOR PERMANENT DOCKS OR STRUCTURES IN THE LAKE:**

No

Yes, New permanent dock/structure fee - \$5,000.00. \$ \_\_\_\_\_

Annual Renewal for dock/structure fee - \$1,000.00 \$ \_\_\_\_\_

**TOTAL ENCLOSED:** \$ \_\_\_\_\_

**8. OTHER PERMITS:**

8a. All required permits, licenses and approvals have been obtained from the Minnesota Department of Natural Resources and the municipality in which the access to the structure or the dock, ramp, mooring, or other is located:

Yes; please list: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

No; please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8b. **COMMERCIAL OPERATORS:** All commercial operators are required to attach a copy of your DNR Use Water Permit, and insurance. If any of these items are not included, your application will be on hold until receipt of such documents.

Birch Beach - Birchwood Village will allow 10 maximum - Apply for 8

**9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:**

<u>By Location</u>		<u>By Use</u>	
At slips	8	For rent, lease, etc.	_____
At slides	_____	For service work	_____
At lifts	_____	For company use	_____
At moorings	_____	For private use	8
At tie-ons	_____	For transient use	_____
At off-lake storage	_____	Other (describe):	_____
Other (describe):	_____		
<b>TOTAL:</b>	<b>8</b>	<b>TOTAL:</b>	<b>8</b>

**10. SITE INFORMATION:**

Site lake frontage = \_\_\_\_\_ 125 ft.  
 Water depth 100 ft from shore = \_\_\_\_\_  
 200 ft from shore = \_\_\_\_\_  
 300 ft from shore = \_\_\_\_\_  
 Date water depth (above) was measured: \_\_\_\_\_

\*Ramsey County lake elevation \_\_\_\_\_ ft. \_\_\_\_\_ (date)  
 \*(To be completed by WBLCD after application approval.)

**11. SERVICES PROVIDED (Commercial only): (Check all that apply.)**

- |   |   |
|---|---|
| <input type="checkbox"/> Boat Storage           | <input type="checkbox"/> Boat Rentals   |
| <input type="checkbox"/> Boat Sales             | <input type="checkbox"/> Boat Service   |
| <input type="checkbox"/> Restaurant             | <input type="checkbox"/> Launching Ramp |
| <input type="checkbox"/> Other (Explain): _____ |   |

Times open to the public: \_\_\_\_\_

**12. DOCK OR STRUCTURE INFORMATION:**

- A. Total dock or structure length 136' ft.
- B. Length into the lake from water's edge  
(including T's an 'Ls) 128' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
  - 1. Number of projections 1
  - 2. Length and width of T's, L's, or fingers 6' x 12' ft.
  - 3. Other projection(s) \_\_\_\_\_

**13. ADJOINING PROPERTY OWNERS' INFORMATION:**

- A. Distance from immediate property lines (including ends of T's and L's):
  - North / West 50.5' ft.
  - South / East 70.5' ft.
- B. Distance from adjoining docks (including ends of T's and L's):
  - North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.
- C. Lake frontage size of adjoining property owners
  - North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.

**14. INSURANCE (Include a copy with application):**

We have public liability insurance.

No

Yes Company: Ekblad, Pardee & Bewall Inc.

Amount of coverage \$ 2,000,000 Date Expires: 3/01/2023

**15. SANITARY FACILITIES:**

Facilities are provided:

Yes

Number of units: \_\_\_\_\_

No

**16. PUMPING SERVICE:**

Boat toilet pumping service is provided:  Yes  No

**17. FEES: Non-Commercial properties: (See attached License Fee Schedule)**

Application Fee - \$60.00 (not refundable)	\$	<u>60</u>
Each approved slip <u>over 4</u> - \$60.00/each	\$	<u>240</u>
License deposit (if applicable):	\$	<u>          </u>
<b>Late fee (renewals only) – an additional late fee of \$60 will be added to applications submitted after Oct. 15 of current year for next year's license</b>	\$	<u>          </u>
<b>TOTAL FEE ENCLOSED:</b>		\$ <u>300</u>

**18. FEES: Commercial Dock or Mooring Area: (See attached License Fee Schedule)**

a. Application Fee - \$75.00 (non-refundable)	\$	<u>          </u>	(due with application)
b. Slip or Mooring - \$75.00/each (# x \$75) =	\$	<u>          </u>	
c. Ramp or Skid - \$12.00/each (# x \$12) =	\$	<u>          </u>	
d. Watercraft Storage Racks - \$7.00/each (# x \$7) =	\$	<u>          </u>	
<b>TOTAL FEES: add b + c + d = \$</b> <u>          </u> (divide by 2 and record payments below)			
<b>Due by April 1:</b>		\$	<u>          </u>
<b>Due by August 1:</b>		\$	<u>          </u>

**19. THIS APPLICATION IS FOR PERMANENT DOCKS OR STRUCTURES IN THE LAKE:**

<input checked="" type="checkbox"/> No		
<input type="checkbox"/> Yes, New permanent dock/structure fee - \$5,000.00.	\$	<u>          </u>
Annual Renewal for dock/structure fee - \$1,000.00	\$	<u>          </u>
<b>TOTAL ENCLOSED:</b>		\$ <u>          </u>



**8. OTHER PERMITS:**

8a. All required permits, licenses and approvals have been obtained from the Minnesota Department of Natural Resources and the municipality in which the access to the structure or the dock, ramp, mooring, or other is located:

Yes; please list: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

No; please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8b. **COMMERCIAL OPERATORS:** All commercial operators are required to attach a copy of your DNR Use Water Permit, and insurance. If any of these items are not included, your application will be on hold until receipt of such documents.

Elm Beach - Birchwood Village will allow 6 maximum - Applying for 4

**9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:**

<u>By Location</u>		<u>By Use</u>	
At slips	4	For rent, lease, etc.	_____
At slides	_____	For service work	_____
At lifts	_____	For company use	_____
At moorings	_____	For private use	4
At tie-ons	_____	For transient use	_____
At off-lake storage	_____	Other (describe):	_____
Other (describe):	_____		
<b>TOTAL:</b>	<b>4</b>	<b>TOTAL:</b>	<b>4</b>

**10. SITE INFORMATION:**

Site lake frontage = 50' ft.  
 Water depth 100 ft from shore = \_\_\_\_\_  
 200 ft from shore = \_\_\_\_\_  
 300 ft from shore = \_\_\_\_\_  
 Date water depth (above) was measured: \_\_\_\_\_

\*Ramsey County lake elevation \_\_\_\_\_ ft. \_\_\_\_\_ (date)  
 \*(To be completed by WBLCD after application approval.)

**11. SERVICES PROVIDED (Commercial only): (Check all that apply.)**

- |   |   |
|---|---|
| <input type="checkbox"/> Boat Storage           | <input type="checkbox"/> Boat Rentals   |
| <input type="checkbox"/> Boat Sales             | <input type="checkbox"/> Boat Service   |
| <input type="checkbox"/> Restaurant             | <input type="checkbox"/> Launching Ramp |
| <input type="checkbox"/> Other (Explain): _____ |   |

Times open to the public: \_\_\_\_\_

**12. DOCK OR STRUCTURE INFORMATION:**

- A. Total dock or structure length 72' ft.
- B. Length into the lake from water's edge  
(including T's an 'Ls) 64' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
  - 1. Number of projections \_\_\_\_\_
  - 2. Length and width of T's, L's, or fingers \_\_\_\_\_
  - 3. Other projection(s) \_\_\_\_\_

**13. ADJOINING PROPERTY OWNERS' INFORMATION:**

- A. Distance from immediate property lines (including ends of T's and L's):
  - North / West 23' ft.
  - South / East 23' ft.
- B. Distance from adjoining docks (including ends of T's and L's):
  - North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.
- C. Lake frontage size of adjoining property owners
  - North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.

**14. INSURANCE (Include a copy with application):**

We have public liability insurance.

No

Yes Company: Ekblad, Pardee & Bewall Inc.  
Amount of coverage \$ 2,000,000 Date Expires: 3/01/2023

**15. SANITARY FACILITIES:**

Facilities are provided:

Yes Number of units: \_\_\_\_\_  
 No

**16. PUMPING SERVICE:**

Boat toilet pumping service is provided:  Yes  No

**17. FEES: Non-Commercial properties: (See attached License Fee Schedule)**

Application Fee - \$60.00 (not refundable)	\$	<u>60</u>
Each approved slip over 4 - \$60.00/each	\$	<u>          </u>
License deposit (if applicable):	\$	<u>          </u>
<b>Late fee (renewals only) – an additional late fee of \$60 will be added to applications submitted after Oct. 15 of current year for next year's license</b>	\$	<u>          </u>
<b>TOTAL FEE ENCLOSED:</b>	\$	<u>60</u>

**18. FEES: Commercial Dock or Mooring Area: (See attached License Fee Schedule)**

a. Application Fee - \$75.00 (non-refundable)	\$	<u>          </u>	(due with application)
b. Slip or Mooring - \$75.00/each (# x \$75) =	\$	<u>          </u>	
c. Ramp or Skid - \$12.00/each (# x \$12) =	\$	<u>          </u>	
d. Watercraft Storage Racks - \$7.00/each (# x \$7) =	\$	<u>          </u>	
<b>TOTAL FEES: add b + c + d =</b>	\$	<u>          </u>	(divide by 2 and record payments below)

<b>Due by April 1:</b>	\$	<u>          </u>
<b>Due by August 1:</b>	\$	<u>          </u>

**19. THIS APPLICATION IS FOR PERMANENT DOCKS OR STRUCTURES IN THE LAKE:**

<input checked="" type="checkbox"/> No		
<input type="checkbox"/> Yes, New permanent dock/structure fee - \$5,000.00.	\$	<u>          </u>
Annual Renewal for dock/structure fee - \$1,000.00	\$	<u>          </u>
<b>TOTAL ENCLOSED:</b>	\$	<u>          </u>

**8. OTHER PERMITS:**

**8a.** All required permits, licenses and approvals have been obtained from the Minnesota Department of Natural Resources and the municipality in which the access to the structure or the dock, ramp, mooring, or other is located:

Yes; please list: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

No; please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8b. COMMERCIAL OPERATORS:** All commercial operators are required to attach a copy of your DNR Use Water Permit, and insurance. If any of these items are not included, your application will be on hold until receipt of such documents.

**Dellwood Beach - Birchwood Village will allow 8 maximum - Applying for 7**

**9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:**

<u>By Location</u>		<u>By Use</u>	
At slips	7	For rent, lease, etc.	_____
At slides	_____	For service work	_____
At lifts	_____	For company use	_____
At moorings	_____	For private use	7
At tie-ons	_____	For transient use	_____
At off-lake storage	_____	Other (describe):	_____
Other (describe):	_____		
<b>TOTAL:</b>	7	<b>TOTAL:</b>	7

**10. SITE INFORMATION:**

Site lake frontage = 47' ft.  
 Water depth 100 ft from shore = \_\_\_\_\_  
 200 ft from shore = \_\_\_\_\_  
 300 ft from shore = \_\_\_\_\_  
 Date water depth (above) was measured: \_\_\_\_\_

\*Ramsey County lake elevation \_\_\_\_\_ ft. \_\_\_\_\_ (date)  
 \*(To be completed by WBLCD after application approval.)

**11. SERVICES PROVIDED (Commercial only): (Check all that apply.)**

- |   |   |
|---|---|
| <input type="checkbox"/> Boat Storage           | <input type="checkbox"/> Boat Rentals   |
| <input type="checkbox"/> Boat Sales             | <input type="checkbox"/> Boat Service   |
| <input type="checkbox"/> Restaurant             | <input type="checkbox"/> Launching Ramp |
| <input type="checkbox"/> Other (Explain): _____ |   |

Times open to the public: \_\_\_\_\_



**12. DOCK OR STRUCTURE INFORMATION:**

- A. Total dock or structure length 142' ft.
- B. Length into the lake from water's edge  
(including T's an 'Ls) 130' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
  - 1. Number of projections 2
  - 2. Length and width of T's, L's, or fingers 6' x 8'
  - 3. Other projection(s) \_\_\_\_\_

**13. ADJOINING PROPERTY OWNERS' INFORMATION:**

- A. Distance from immediate property lines (including ends of T's and L's):
  - North / West 34.5' ft.
  - South / East 8.5' ft.
- B. Distance from adjoining docks (including ends of T's and L's):
  - North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.
- C. Lake frontage size of adjoining property owners
  - North / West \_\_\_\_\_ ft.
  - South / East \_\_\_\_\_ ft.

**14. INSURANCE (Include a copy with application):**

We have public liability insurance.

No

Yes Company: Ekblad, Pardee & Bewall Inc.

Amount of coverage \$ 2,000,000 Date Expires: 3/01/2023

**15. SANITARY FACILITIES:**

Facilities are provided:

Yes

Number of units: \_\_\_\_\_

No

**16. PUMPING SERVICE:**

Boat toilet pumping service is provided:  Yes  No

**17. FEES: Non-Commercial properties: (See attached License Fee Schedule)**

Application Fee - \$60.00 (not refundable)	\$	<u>60</u>
Each approved slip <u>over 4</u> - \$60.00/each	\$	<u>180</u>
License deposit (if applicable):	\$	<u>          </u>
<b>Late fee (renewals only) – an additional late fee of \$60 will be added to applications submitted after Oct. 15 of current year for next year's license</b>	\$	<u>          </u>
<b>TOTAL FEE ENCLOSED:</b>		\$ <u>240</u>

**18. FEES: Commercial Dock or Mooring Area: (See attached License Fee Schedule)**

a. Application Fee - \$75.00 (non-refundable)	\$	<u>          </u>	(due with application)
b. Slip or Mooring - \$75.00/each (# x \$75) =	\$	<u>          </u>	
c. Ramp or Skid - \$12.00/each (# x \$12) =	\$	<u>          </u>	
d. Watercraft Storage Racks - \$7.00/each (# x \$7) =	\$	<u>          </u>	
<b>TOTAL FEES: add b + c + d = \$</b> <u>          </u> (divide by 2 and record payments below)			
<b>Due by April 1:</b>		\$	<u>          </u>
<b>Due by August 1:</b>		\$	<u>          </u>

**19. THIS APPLICATION IS FOR PERMANENT DOCKS OR STRUCTURES IN THE LAKE:**

<input checked="" type="checkbox"/> No		
<input type="checkbox"/> Yes, New permanent dock/structure fee - \$5,000.00.	\$	<u>          </u>
Annual Renewal for dock/structure fee - \$1,000.00	\$	<u>          </u>
<b>TOTAL ENCLOSED:</b>		\$ <u>          </u>

I certify that the information provided herein and the attachments hereto are true and correct statements. I understand that any License issued may be revoked by the District for violation of any WBLCD Code. I agree to reimburse the District for any legal, surveying, engineering, inspection, maintenance or other expenses incurred by the district. I, also, understand that the District may require a deposit to cover these expenses. I consent to permitting officers and agents of the District to enter the premises at all reasonable times to investigate and to determine whether or not there is compliance with the Codes of the District.

Authorized Signature: Nick Nephew Date: 9/26/22

Print name and title: Nick Nephew Phone: 612-269-3492

Relationship to riparian owner: \_\_\_\_\_

If you have any questions, please contact the WBLCD Administrator  
by phone: (651) 429-8520; or email: [wblcd@msn.com](mailto:wblcd@msn.com).

Return this application, fee, and all attachments, in person, or by mail to:

White Bear Lake Conservation District  
4701 Highway 61  
White Bear Lake, MN 55110

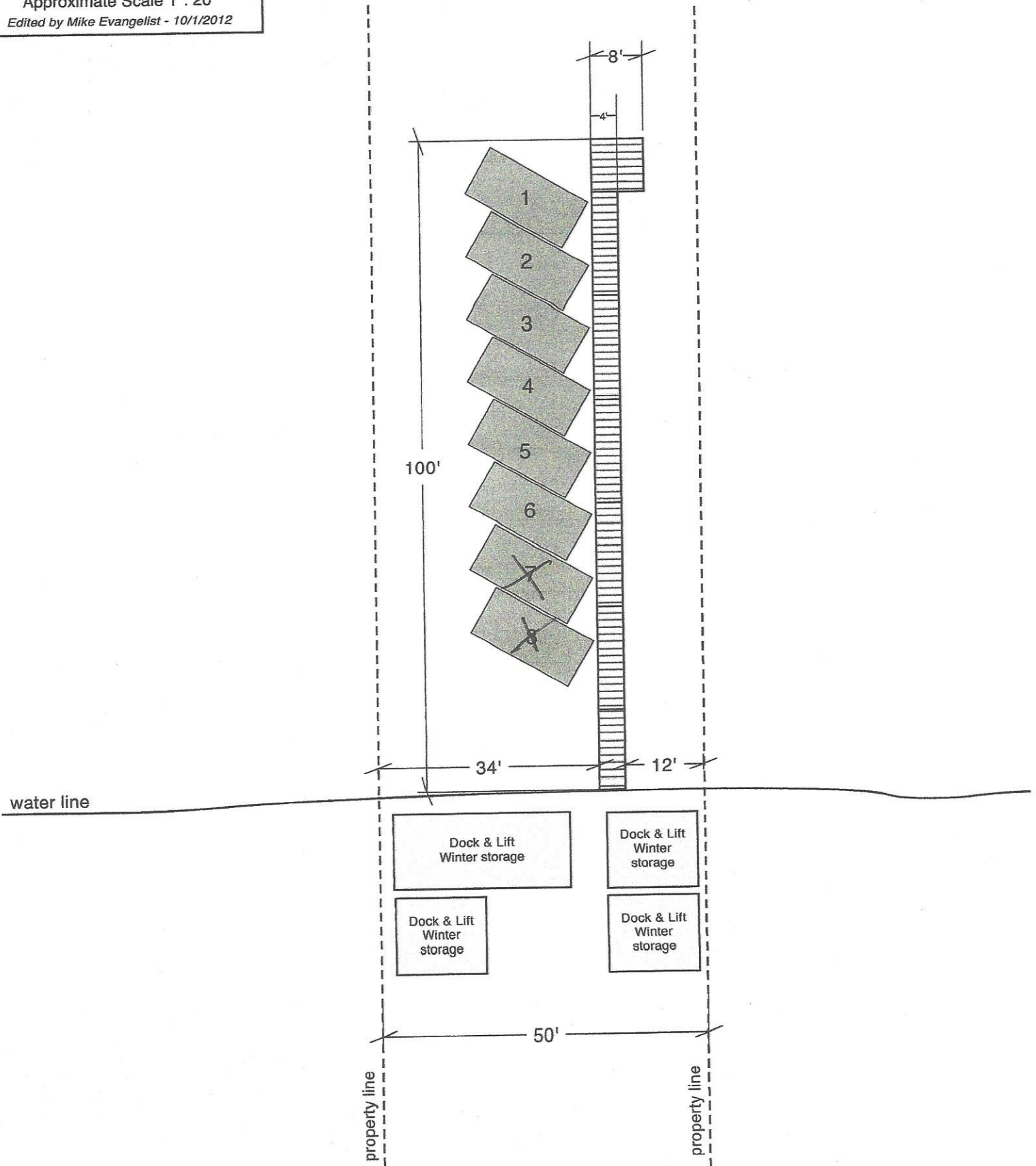
Applications are approved at a monthly board meeting; meetings are held on  
the 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall,  
Council Chambers.)

*For office hours, and more information on the WBLCD, please visit our  
webpage at [www.wblcd.org](http://www.wblcd.org).*

# Ash Beach

Approximate Scale 1" : 20'

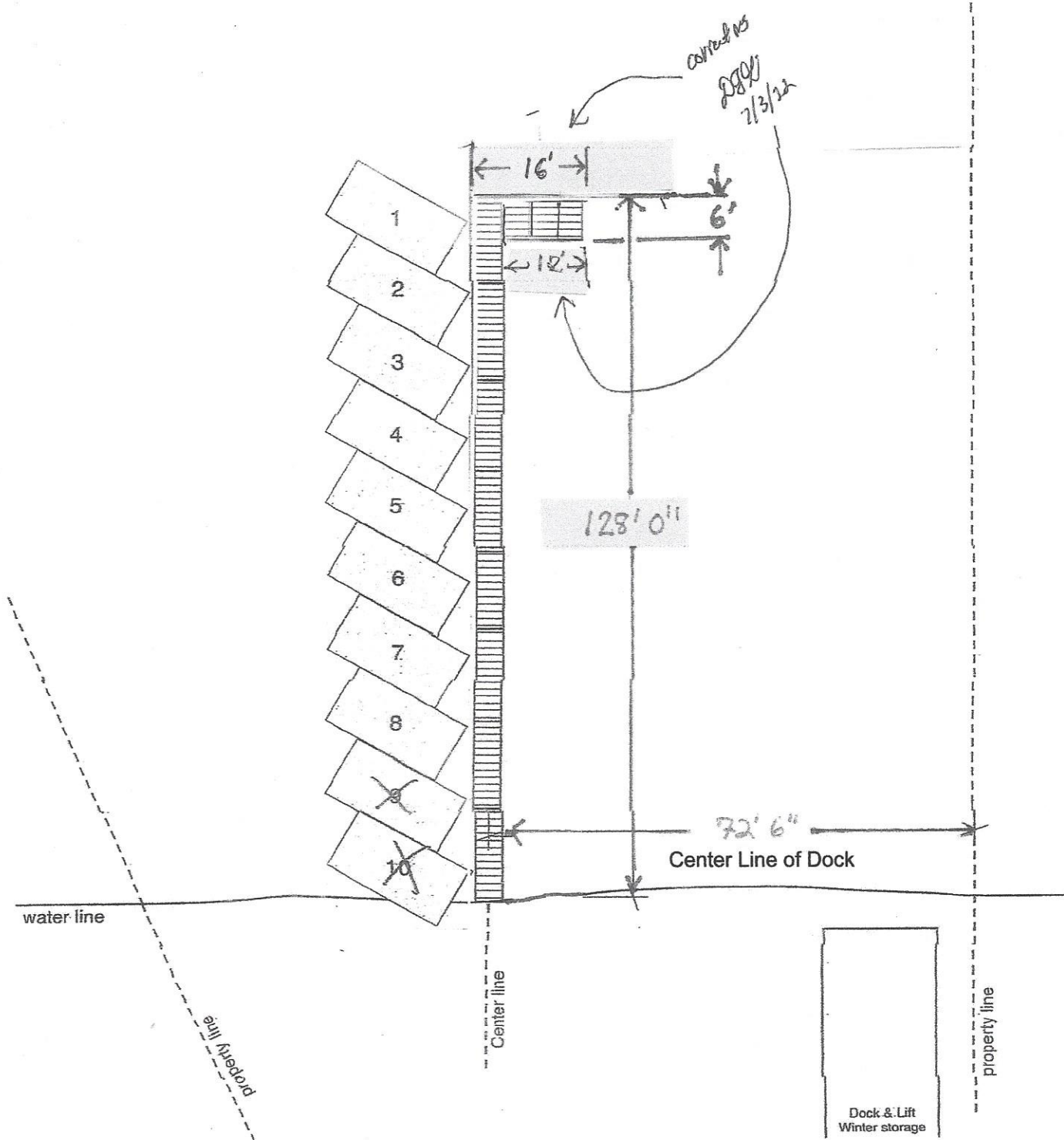
Edited by Mike Evangelist - 10/1/2012





**Birch Beach**  
Approximate Scale 1" = 20'  
Edited by Mike Evangelist - 8/25/2012

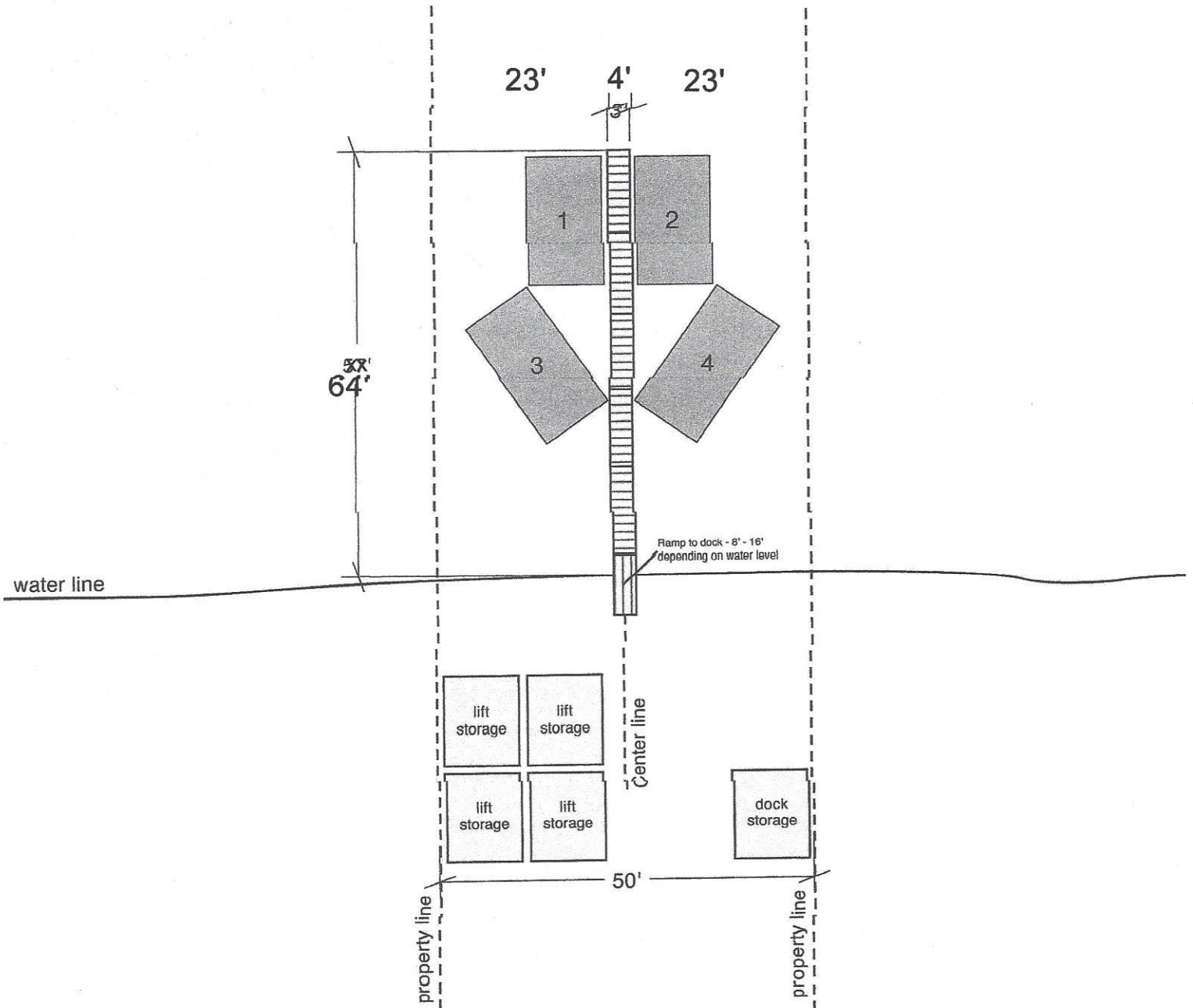
7/3/22  
plot for correction



# Elm Beach

Approximate Scale 1" = 20'

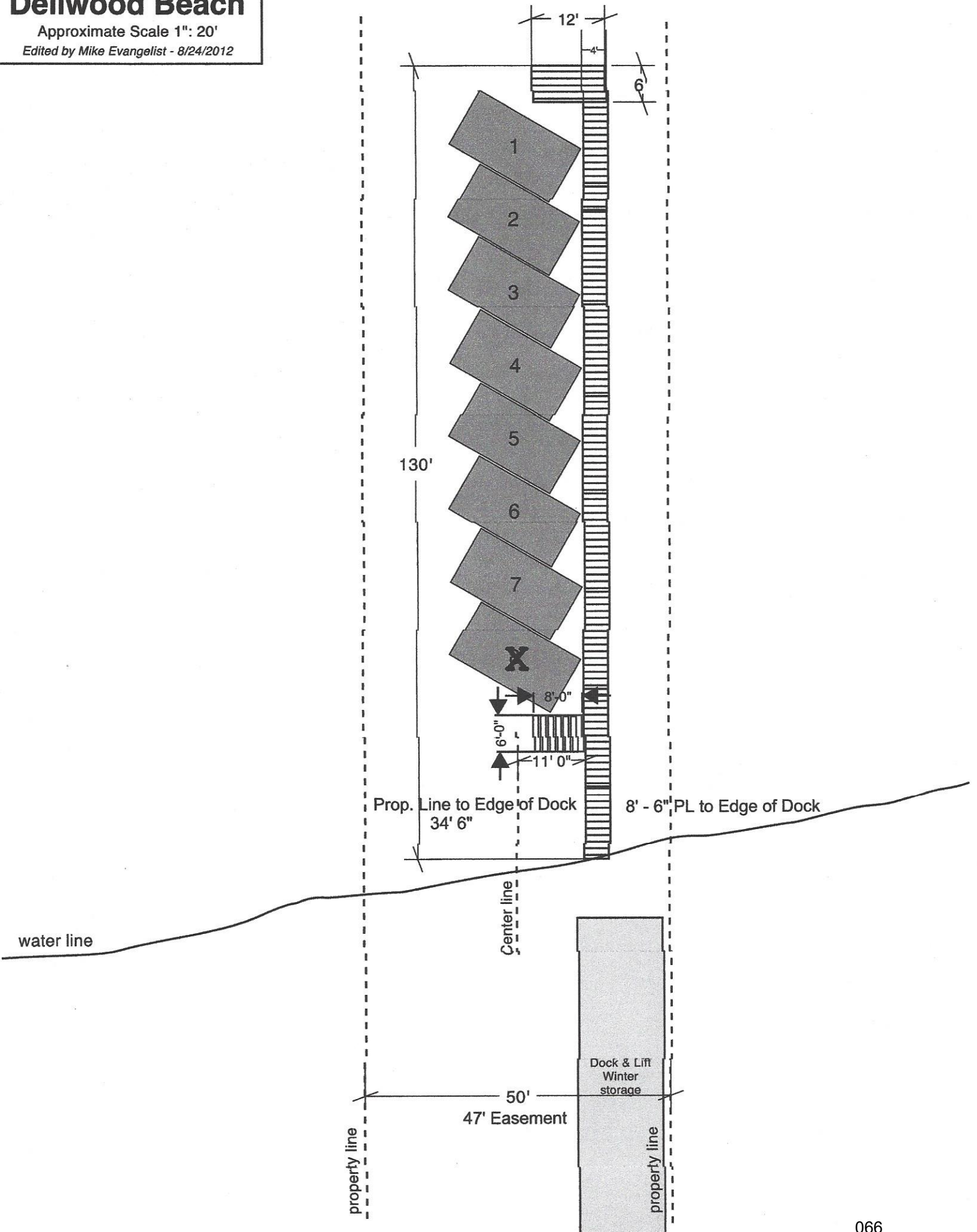
Edited by Mike Evangelist - 10/11/2012



# Dellwood Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 8/24/2012



## CONTRACT FOR SNOW REMOVAL SERVICES

This Contract made and entered into this 11<sup>th</sup> day of October, 2022, by and between, the City of Birchwood (the City), a municipal corporation with offices at 207 Birchwood Avenue, Birchwood, MN 55110 and BrightView Landscapes, LLC. (the Contractor) who is in the business of providing commercial snow removal and is a business organized under the laws of the state of Minnesota with offices at, 3100 Spruce Street, Little Canada, MN 55117.

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

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

**WHEREAS** the Parties desire to formalize their relationship by execution of this Contract.

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

- 1. Parties.** The Parties to this Contract are BRIGHTVIEW LANDSCAPES LLC. (hereinafter referred to as the “Contractor”), and CITY (hereinafter referred to as the “Client”).
- 2. Recitals.** The above recitals are hereby incorporated into this Agreement by reference.
  - 2.1. Term.** The term of this Contract is for three (3) seasons, from November 1, 2022 through April 30, 2025. This Contract may be extended an additional one (1) season term.
- 3. Service Provisions.**
  - 3.1. Snow Removal Services.** The Contractor shall provide Snow Removal services to ensure safe access to and from City streets and from the City Hall and Tighe-Schmitz Park parking lot(s). Contractor agrees to provide salt / sand mix to ensure the surface has been treated to guard against ice formation, performance of which is further indicated in Section 3.3 below. This contract does not include East County Line Road.
  - 3.2. Subcontractors.** The Contractor shall determine if the services at the above sites shall be serviced by a subcontractor. All Subcontractors will carry the necessary licensure, bonding, and insurance requirements that will meet or exceed state, local, and contract requirements if applicable and any subcontractors engaged shall be subject to the approval of the Client at their sole discretion.
  - 3.3. Scheduling.** The Contractor and Client agree that due to the unpredictable nature of weather patterns that the Client’s site(s) will be serviced within 2 hours of the snow event reaching 1” of accumulation that is not expected to melt within the next 4 hours for sidewalks and the following specific performance of service(s):



**FULL PLOW:** Full plow of city streets will begin after snowfall cessation on all snowfalls of 1" or more, plowing primary roads first (as highlighted on provided map attached as **Exhibit A**) followed by secondary roads with the goal of having a majority of all the snowplowing completed by 7:00AM or 6:00PM based on timing of snowfall cessation. A plow truck will stay within the City until all plowing is completed, or at additional request by the City of Birchwood Administrator. Contractor shall use best-efforts to plow within 1' of the edge of all plowable surfaces.

**OPEN UP:** Plowing of primary roads will begin prior to snowfall cessation when accumulation reaches 2". Plowing of secondary roads will begin prior to snowfall cessation when accumulation reaches 4", as time allows, while continuing to maintain safe passage of primary roads. Snowfalls reaching or exceeding open-up triggers, or snowfalls of extended duration, may result in continuous plowing and/or multiple plows of city streets until all streets have been cleared after snowfall cessation.

**SALTING/PRE-TREATING:** Primary streets, intersections, and other pre-determined areas will be pre-treated with either Salt Brine or Salt Brine with AMP Liquid de-icing enhancer depending on street and air temperatures upon request only from City/Client. BrightView/Contractor shall be given 48-hour notice so that BrightView/Contractor has time to schedule/mobilize and get the material down in a timely fashion, ideally a day before the event occurs. Liquid deicers will be applied at contracted hourly rates and supplied by contractor at a cost of \$1.40 per gallon plus truck with sprayer reduced hourly rate of \$95/hour with a 1 hr./1 ton/50-gallon minimum.

**SALTING/POST-TREATING:** BrightView/Contractor will automatically apply salting materials after each plowable event to primary and secondary streets except in areas that are already melted due to pre-treating. Post treatment may be applied as granular rock salt or liquid deicer depending on environmental conditions, application timing, and material availability. Salt or liquid deicer will be applied at contracted hourly rates and supplied by contractor at a cost of \$175 per ton of rock salt, or \$1.40 per gallon for liquid deicer plus truck with sprayer reduced hourly rate of \$95/hour with a 1 hr./1 ton/50-gallon minimum. Post-treatment shall occur upon completion of all full plows of 1" or more. BrightView/Contractor will apply de-icing materials for events of less than 1" upon client/city request.

**3.4. Specific Location Performance Criteria.** Contractor shall plow and deposit all snow in a manner as to not obstruct driveways or garages and not in the vicinities indicated in EXHIBIT C.

**3.5. Flagging.** It is understood and agreed to that prior to first snow event Contractor will place plow markers for guidance along edges of pavement, obstacles and other obstructions that may be damaged once obscured by snow and potentially damaged during snow removal for a flat rate of \$150.00. The Client agrees to inspect all markings to ensure all necessary areas are noted and will hold harmless the contractor for any and all damages in unmarked areas. Said flagging in no way is accepted by Client as a waiver to claims for

damages to property pursuant to Section 4 and any other remedies available to Client. Flags shall be installed by November 15<sup>th</sup> and inspected by December 1. Flags shall be removed by April 30<sup>th</sup> of any given year.

- 3.6. Parked Cars.** Contractor is not responsible for clearing snow within 4' of parked cars. Return trips will be done upon request at an hourly rate.
- 3.7. Slippery/Hazardous Conditions.** Client, nor anyone on client property can hold contractor liable for slip and fall claims due to slippery/hazardous conditions.
- 3.8. Fire Hydrants.** Contractor shall not be responsible for clearing Fire Hydrants except as additional services if requested by Client.
- 3.9. Snow Removal Rates.** The Contractor shall provide its services at the following rates:

PRICING STRUCTURE:

- Per Hour per piece of equipment
- Per gallon or ton of material used
- From 10/15/2022 to 4/30/2023, the services defined herein will be conducted by BrightView Landscapes, LLC. at the following rates: See Attached **Exhibit B**.
- Snow and/or Ice Management will be billed to the Client by per event with the total hours and material (if required) included following completed services.

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

- 3.10. Efficient Performance.** Given the variable rates that the Contractor charges for its different equipment, the Contractor shall provide its services and utilize its equipment in a manner that is the most efficient and cost effective available, such that the hourly charges to the Client are minimized. It is understood that all services are subject to availability and scheduling.
- 3.11. Materials.** All material necessary for the satisfactory execution of the contract will be supplied and paid for by the contractor.
- 3.12. Weather Clarification & Reporting.** Contractor subscribes to independent weather agencies for reference on forecasted events, timing, and accumulations, however weather patterns vary on timing and location. Accumulated snow will be measured on-site in multiple non-drifted areas to report average total accumulation.

**3.13. Dangerous Conditions.** Contractor has the right to suspend snow operations if MnDot (Minnesota Department of Transportation) closes freeways due to inclement conditions and work will resume once it is deemed safe to travel. During blizzard conditions, the contractor will use sole discretion to determine if conditions are deemed dangerous and will suspend services until safe.

**3.14. Monitoring.** Client will notify and request Contractor to return to Client's premises to preform additional services, including inspection for melt and freeze. Contractor shall not be expected to service potentially dangerous conditions for which it has not been given reasonable notice. Client acknowledges Contractor is not engaged, nor does it accept engagement, as a continuing monitor to potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed, shoveled, or treated areas.

#### **4. Contract Standards and Operation**

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

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

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

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

**4.4. Employee Safety.** The Contractor shall provide and maintain all safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare.

**4.5. Applicable Regulations.** The Contractor shall comply with all applicable ordinances of the City and with all laws and rules of the County, the State of Minnesota and its

agencies relating to the removal of snow and ice, and application of sand and salt as applicable.

- 4.6. Licenses.** The Contractor shall maintain at all times all licenses required by state, county, and local government for the services, including proper licensing for all drivers/operators employed or contracted by the Contractor.
- 4.7. Communication.** The Contractor shall establish and maintain an office with supervision and a telephone number for requesting call-outs and other needs on a 24/7 basis during winter months. The address and telephone number of such office shall be provided to the Client, and the Contractor shall promptly notify the Client in writing of any changes in either. The Contractor shall respond to all calls promptly and courteously. The Contractor will only accept calls from the City Administrator or their authorized representatives, all other calls and requests will be deemed unauthorized and directed back to the Client. Service updates will be delivered electronically following service of any kind. A representative of Contractor shall schedule and meet with the City Administrator or their authorized representatives at least monthly to review and discuss performance and/or complaints received during the season.

Email updates will be sent regarding snow and ice events affecting Client property (I.e., snow accumulations, completion notice, de-icing recommendations, etc.). Client will provide Contractor with necessary email contact information. Information pertaining to complaints, concerns, hazardous conditions, de-icing requests, or additional services will be directed to BrightView Landscapes, LLC Account Representative from the Client. Contractor will be available 24/7 by phone and/or email and all correspondences will be returned or addressed promptly.

- 4.8. Contact Person.** It is expected that the Client's primary contact with the Contractor shall occur via its pre-approved phone-tree as delivered to Client.
- 4.9. Damage to Property.** The Contractor shall be responsible for all damage to Client's property such as buildings, posts, signs, fences, hydrants, water lines, sewer lines, storm sewers, manholes, lift stations, or other Client infrastructure, as well as damage to lawns, mailboxes, driveways, curbs, sidewalks, or other property owned by Client or its residents, caused by equipment during operations by the negligent or careless driving or other misconduct of the Contractor. Contractor is not responsible for replacement nor repair of curbing, asphalt, nor any other hard surface that is previously deteriorated, cracked, or damaged. Normal wear during plowing to paved or concrete surfaces is not considered damage. Contractor is not responsible for damage caused by salt or ice melt products on any hard surface, turf, nor plants. Contractor will exercise extreme caution to minimize all landscape damage but cannot assume liability for damage to objects hidden under snow during regular operations nor while moving or blowing of snow piles. Contractor is not responsible for dead turf under snow piles, along edges of cleared areas nor any other areas unless physically damaged during regular operations. If Client feels Contractor damaged the property, Client needs to notify Contractor within 24 hours of when the damage occurred to mailboxes and within 7 days of

snowmelt when the damage occurred to curbing and landscaping. Building repairs will be addressed as needed depending on severity. Damaged turf will be repaired in the Spring with black dirt and grass seed. Damaged landscape will be repaired as needed to return to pre-damaged condition. All damages reported after May 1st will not be considered for repair. Contractor will not pay any unauthorized damage repairs done by a third party.

**5. Invoicing and Payment.**

**5.1. Invoicing.** The Contractor shall invoice the Client for its services on a per event basis, typically 7-10 days after the event. The Contractor’s invoices shall be itemized and provide reasonable detail so to allow the Client to review the services provided and time expended by the Contractor.

**5.2. Payments.** Payment for contracted services will be due 45 days from date of invoice. 12% APR will be applied to all invoices not paid within 30 days. Any account 60 days past due may result in services being suspended until payments are made.

**5.3. Surcharges.** Contractor reserves the right to pass on any substantial increase in cost of supplies used to execute this contract such as, but not limited to fuel, salt, and ice melt.

**6. Relationship of the Parties**

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

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

<b>To the Client:</b>	<b>To the Contractor:</b>
City of Birchwood 207 Birchwood Avenue Birchwood, MN 55110	BrightView Landscape Services 3100 Spruce St, Little Canada, MN 55117

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

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

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

**9. Indemnity.** The Contractor agrees to indemnify and hold harmless the Client, its agents, officers, and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the Client on account of any act or omission, including negligence of the Contractor or the Contractor's employees or agents, in connection with the Contractor's performance. The Contractor agrees to defend any action brought against the Client on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

Client shall indemnify and hold harmless the Contractor of and from any and all claims, demands, actions, causes of action, damages, liabilities, including cost and attorney fees, arising out of by reason of the execution of the service provided to Client and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim whatsoever character arising hereunder.

**10. Transfer of Rights and Obligations.** The Contractor shall not assign, transfer, or subcontract its obligations under this Contract without notice to and approval of the Client. Any attempt to assign or transfer this Contract in whole or in part without prior approval of the Client shall be grounds for immediate termination of the Contract.

**11. Nondiscrimination.** The Contractor agrees that during the term of this Contract, it will not within the State of Minnesota discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, or ancestry and will include a similar provision in all subcontract(s) entered into for the performance hereof. This paragraph is included in this Contract to comply with provisions of Minnesota Statutes § 181.59. Violation of this statute is a misdemeanor, and if violated, will permit the Client to cancel this Contract.

- 12. Costs and Attorneys Fees.** The prevailing party in any dispute arising out of this Contract shall be entitled to reimbursement of its costs and attorneys' fees in asserting or defending its rights hereunder against the non-prevailing party.
- 13. Merger, Amendment & Savings Clause.** It is understood and agreed that the entire Contract between the parties is contained herein and that this Contract supersedes all oral agreements, negotiations, and past practices between the parties relating to the subject matter. This Contract may be amended at any time by mutual agreement of the Client and the Contractor. Any amendments shall be in writing to be effective. If any section of this Contract is found to be invalid or not enforceable, the remainder of the Contract shall remain in force and binding.
- 14. Termination.** This Contract shall terminate upon the expiration of the term as provided in Paragraph 2 or upon 60 days written notice by either party. Upon termination of the Contract, the relationship shall end, except for the damage obligations of the parties under Paragraph 4, the indemnity obligations of the Contractor under paragraph 9. If the Contractor fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless the Contractor's default is promptly remedied, the Client may, upon written notice, immediately cancel this Contract in its entirety. Failure on the Client's part to perform on the payment terms under paragraph 5 will constitute a default of contract on behalf of the Client and all services will immediately be terminated without further cause or consideration.
- 15. Governing Law.** The laws of Minnesota shall govern the interpretation and enforcement of this Contract. The parties consent to the jurisdiction and venue of the Washington County District Court for all disputes arising hereunder.

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

**City of Birchwood, Client**

By: \_\_\_\_\_  
Mary Wingfield, City Mayor

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

By: \_\_\_\_\_  
Rebecca Kellen, City Administrator

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

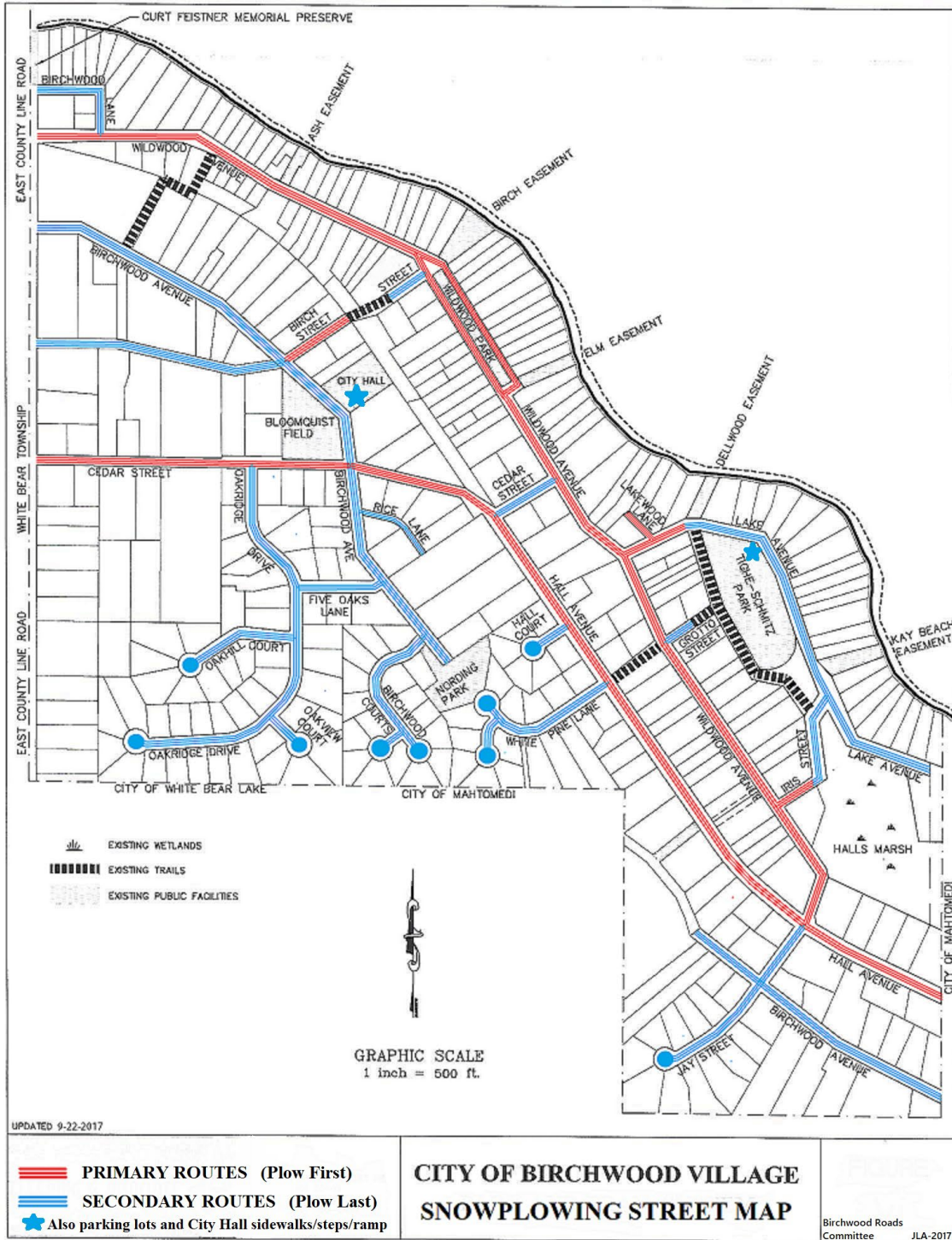
**BrightView Landscapes, LLC, Contractor**

\_\_\_\_\_  
Chris Jones, VPGM

DATED: \_\_\_\_\_



# EXHIBIT A





Annual Snow Service Order

BrightView Landscapes, LLC (BrightView)

9/13/2022 17:19

38680\_BVLS\_Birch

3100 Spruce Street St. Paul MN 55117

Ph:

386800074

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
22891887 CITY OF BIRCHWOOD 386800074

Location Address
207 BIRCHWOOD AVE, BIRCHWOOD, MN 55110

• CLIENT INFORMATION (Client)

Client ID Company Name
CITY OF BIRCHWOOD

Billing Address
CITY OF BIRCHWOOD, 207 BIRCHWOOD AVE, BIRCHWOOD, MN 55110

• SCOPE OF SERVICES Service Start: 10/15/2022 Service End: 04/30/2023 Start Season: 2022

Table with 4 columns: Vehicle Site Area(s) (VEH), Service Start Trigger, Pedestrian Sites Areas (PED), Service Start Trigger. Rows include Parking/Driving Areas (RD), Parking Structure (GAR), Ice Watch (Vehicle), and Anti-Ice/Pretreatment (Vehicle).

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees.

- BrightView will stake curbs and obstacles in the indicated site areas by 12/01 of each season and will invoice Client \$.00 for staking.
• Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.
• Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
• Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
• All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
• See map for route reference and service areas.
• Hauling, relocation, blowing & moving of piles are outside of contract and by request only at T&M rates.
• BV is to begin services within 2 hours of snowfall reaching 1" of accumulation that is not expected to melt within the next 4 hours
• for sidewalks and the following specific performance of services: Full plow of city streets to begin after snowfall cessation on all snowfalls of 1" or more, plowing primary roads first (see map), followed by secondary roads. The goal of having majority of areas plowed by 7AM or 6PM based on timing of snowfall cessation. Contractor shall use best efforts to plow within 1' of the edge of plowable surfaces. Open Ups: Plowing of primary roads will begin prior to snowfall cessation when accumulation reach 2" or more. Plowing of secondary roads will begin prior to snowfall cessation when accumulation reaches 4" or more. While continuing to maintain safe passage of primary roads, as time allows. These opens may occur several times depending on snowfalls of extended duration and accumulation.
• Primary streets, intersections, & pre determined areas shall be pre treated with liquid de-icer, depending on site conditions within 36 hrs of snowfalls. Primary streets and intersections will be post event salted unless areas are melted due to pre-treatments. Secondary streets will be salted as needed depending on site conditions. BV will not clear snow within 4' of parked vehicles. Return trips are upon request.
• All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

# CLIENT PRICING AGREEMENT

2022.22891887



## Annual Snow Service Order

BrightView Landscapes, LLC (BrightView)

9/13/2022 17:19

38680\_BVLS\_Birch

3100 Spruce Street St. Paul MN 55117

Ph:

386800074

• **PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2022 Price
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$115.00
TM	ALL AREAS	Skid Steer w/ Bucket	Hr	1 Hr					\$95.00
TM	ALL AREAS	Skid Steer w/ Push Box	Hr	1 Hr					\$140.00
TM	ALL AREAS	Skid Steer/ Tractor w/ Blower	Hr	1 Hr					\$165.00
TM	ALL AREAS	Loader 3CY+ Bucket	Hr	1 Hr					\$200.00
TM	ALL AREAS	Snowblower	Hr	1 Hr					\$80.00
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$68.00
TM	ALL AREAS	Dump Truck Tandem Axle	Hr	1 Hr					\$110.00
TM	ALL AREAS	Dump Truck Tri-Axle	Hr	1 Hr					\$140.00
TM	ALL AREAS	Dump Truck Quad-Axle	Hr	1 Hr					\$165.00
TM	ALL AREAS	Truck w/ Salter/Liquid Sprayer	Hr	1 Hr					\$100.00
TM	ALL AREAS	Liquid Deicer	GL	50 Gal					\$1.40
TM	ALL AREAS	Rock Salt Un-Applied	TN	1 Ton					\$135.00
TM	ALL AREAS	Treatede Rock Salt Un-Applied	TN	1 Ton					\$200.00

• **ORDER EFFECTIVE DATE:** 10/11/2022 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

Printed: Chris Jones

10/11/2022

Email:

Title: VPGM

For Client:

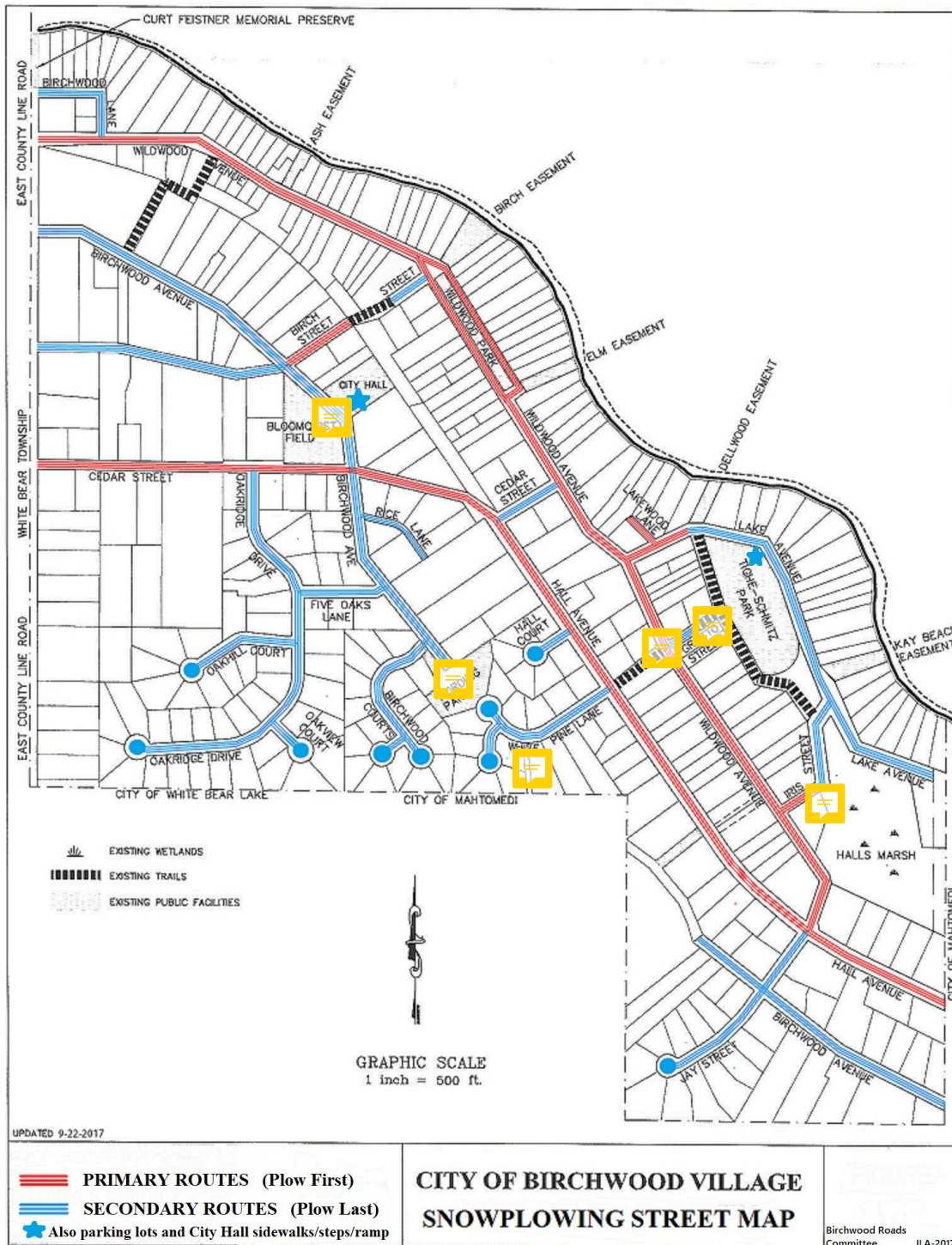
Printed: Rebecca Kellen

10/11/2022

Email: Rebecca.Kellen@cityofbirchwood.com

Title: City Administrator

# EXHIBIT C - Where to avoid placing snow



**RESOLUTION 2022-13**

**RESOLUTION APPOINTING ELECTION JUDGES  
FOR THE November 8, 2022  
STATE GENERAL ELECTION**

BE IT RESOLVED by the City of Birchwood Village, State of Minnesota, as follows:

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the State General Election on November 8, 2022 to act as such at the polling places listed on said exhibit.
2. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the county for canvass in the manner provided for General elections.
3. The city clerk is hereby authorized to appoint additional election judges, as needed, to fill vacancies that may occur on or before Election Day.

Resolution duly seconded and passed this 11<sup>th</sup> day of October, 2022.

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

Attest:

\_\_\_\_\_  
Rebecca Kellen, City Clerk

EXHIBIT A

Position	Last Name	First	Precinct	Polling Place	Assignment Date
Head Judge	HARDER	ALLISON	Birchwood Village City	Birchwood Village Hall	11/8/2022
Election Judge	CARLSON	JESSICA	Birchwood Village City	Birchwood Village Hall	11/8/2022
Election Judge	DANA-LEVINE	MARJORIE	Birchwood Village City	Birchwood Village Hall	11/8/2022
Election Judge	ENGBRETSON	CHARLENE	Birchwood Village City	Birchwood Village Hall	11/8/2022
Election Judge	GRIFFIN	KILLIAN	Birchwood Village City	Birchwood Village Hall	11/8/2022
Election Judge	INDRELIE	KARALYN	Birchwood Village City	Birchwood Village Hall	11/8/2022
Election Judge	RIETVELD	LISA	Birchwood Village City	Birchwood Village Hall	11/8/2022



## Ash Path - Ash Beach - East of 143 Wildwood Avenue

Steven Thatcher <sthatcher@thatcher-eng.com>

Tue 9/20/2022 6:42 PM

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

Cc: Mary Wingfield (wingfield.mary@gmail.com) <wingfield.mary@gmail.com>

Hi Rebecca,

Thanks for talking today about City owned Ash Path (a.k.a. Ash Beach) property which is shaped like an "L" in an aerial view (Property).

At the August 16, 2022 City Council meeting, the Council authorized Thatcher Engineering, Inc. (TEI) to "make survey points" for the Property.

I visited the Property and could not locate all the property corners. Based on my visit, a Professional Land Surveyor licensed in Minnesota is required to locate and stake the lot corners I could not find.

I contacted Jonathan Faraci of Lake and Land Surveying, Inc. (LLS) because they did the survey work for 143 Wildwood Avenue which is directly adjacent to the west side of Ash Path property. LLS is willing to locate and stake the lot corners of Ash Path property as a subconsultant to TEI for \$1,600.00.

Thatcher Engineering, Inc. proposes the following:

1. Thatcher Engineering, Inc. (TEI) will hire Lake and Land Surveying, Inc. (LLS).
2. Lake and Land Surveying, Inc. (LLS) will:
  - a. Locate and stake the lot corners.
  - b. Prepare a Certificate of Survey (COS) in PDF format and send it to TEI.
  - c. Send an invoice to TEI for the above services that will be on an hourly basis with a not to exceed price of \$1,600.00.
3. TEI will:
  - a. Send the COS prepared by LLS to the City.
  - b. Pay the invoice from LLS to TEI.

TEI will invoice only the amount invoiced to TEI by LLS.

The LLS fee does not include the costs of any additional surveying, research, evaluation, investigation, review, or analysis that may become necessary.

Please let me know if you have any questions.

Very truly yours,

Steve

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

6201 Creek Valley Road

Edina, MN 55439

Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: [www.thatcher-eng.com](http://www.thatcher-eng.com)



## CITY OF BIRCHWOOD VILLAGE 2022 FEE SCHEDULE

All fees in this schedule are subject to "Other Inspections and Fees" (under Additional Fees). 10/2022

Category	Description	Code Reference	Amount	Last Revised
ADMINISTRATIVE SERVICE FEES	Compact Disc		\$1.00	
	Copies (Black and White) per page 8 1/2 x 11 or 8 1/2 x 14		\$0.25	
	Copies (Black and White) per page 11 x 17		\$0.35	
	Copies (Color) per page		\$1.00	
	Hall Rental		\$25.00 + \$100.00 refundable deposit	
	Postage & Envelopes for Mailings & Public Hearing Notices		\$1.00 + postage	
	Returned Check	Minnesota Statute 604.113 Subd. 2(a)	\$30.00	
ANIMAL FEES	Chicken License - three years	605.028(2)	\$25.00	7/2022
	Pig License - three years	605.029(3)	\$25.00	7/2022
	Dog Permit - three years	605.021.1(1), 605.021.2	\$20.00	7/2022
	Dog Permit Late Fee	605.021.2	\$5.00	7/2022
	Dog Permit Administrative Fee	605.021.2	\$5.00	7/2022
	Potentially dangerous dog or dangerous dog appeal fee		\$100.00	7/2022
	Dangerous dog annual fee	605.024(9)	\$500.00	7/2022
	Potentially dangerous dog annual fee	605.024(11)	\$100.00	7/2022
	Potentially dangerous dog or dangerous dog administrative review fee	605.024(12)	\$100.00	7/2022
DOCK ASSOCIATION FEES	Annual Boat Slip Permit Fee	617.118	Set and collected by Dock Association	
			\$875 times the number of Boat Slip Permits issued by the Birchwood Dock Association (BDA) on or before April 1, due by April 1. In the event of low water, the greater of the number of boats proposed next year or Boat Slip Permits issued by the BDA in the most recent year. For Boat Slip Permits issued by BDA after April 1, the additional amount is due before the permitted watercraft is placed at the dock.	
	Annual Dock Permit Fee (\$875 per boat)	617.44, 617.119		3/2018
	Lake Tract Personal Property Abandonment Fee	617.250	\$300.00	7/2022

SMALL CRAFT STORAGE FEES	Fee in Lieu of Personal Property Removal	617.255	\$100.00/day	7/2022
	Boat Hoist Registration Fee	617.380(11)	\$25.00	7/2022
	Annual Feistner Beach Boat Slip Beach Permit		\$1,000.00	1/2021
	Annual Small Craft Permit	617.215(2)	\$30.00	7/2022
	Annual Small Craft Permit for household upon proof of adjusted gross income of \$35,000 or less	617.215(2)	no cost	1/2020
	Use of Small Craft Rack without a permit	617.215(3)	\$75.00	
	Small Craft Removal Fee	617.215(3)	\$50.00	
PLANNING AND ZONING FEES, ESCROWS AND DEPOSITS *subject to additional fees, in that section of the fee schedule. All planning and zoning permits require an additional refundable permit escrow when listed.	Post-season Boat Storage Violation Fee	617.240	\$25.00	3/2018
	Conditional Use Permit (CUP) Application or Amendment *	306.010	\$460.00	
	Refundable Conditional Use Permit or CUP Amendment Escrow for permitting costs incurred by city		\$3,000.00	8/2021
	Lot Coverage Permit Application *	302.050	\$460.00	7/2022
	Refundable Lot Coverage Permit Application Escrow for permitting costs incurred by city		\$3,000.00	8/2021
	Lot Coverage Maintenance Review	302.050	\$50.00	7/2022
	Interim Use Permit Application *	305.020, 305.040(6)	\$400.00	
	Refundable Interim Use Permit Escrow for permitting costs incurred by city	302.050	\$3,000.00	8/2021
	Street Vacation Application *		\$300.00	7/2022
	Refundable Street Vacation Escrow for permitting costs incurred by city	302.050	\$3,000.00	
	Variance Application *	304.020	\$600.00	4/2021
	Refundable Variance Escrow for staff review time incurred by city	302.050	\$3,000.00	
	Subdivision: Lot Split Application *	308.121	\$225.00	
	Refundable Lot Split Escrow for permitting costs incurred by City	301.055(2)	\$1,000.00	7/2022
	Subdivision: Preliminary Plat Application *	308.040(3)	\$1,000.00	8/2021
	Subdivision: Refundable Preliminary Plat Application Escrow for permitting costs incurred by city	301.055(2)	\$10,000.00	8/2021
	Subdivision: Final Plat Application *	308.050	\$1,000.00	8/2021
	Subdivision: Refundable Final Plat Application Escrow for permitting costs incurred by city	301.055(2)	\$10,000.00	8/2021
	Zoning Permit *	307.010	\$50.00	
	Refundable Zoning Permit Escrow for permitting costs incurred by city	301.055(2)	\$3,000.00	11/2021
Right-of-Way (ROW) Permit Application Fee *	309.061	\$300.00 + \$100.00 /hour for plan review after two hours	1/2018	
Refundable ROW Permit Escrow for permitting costs incurred by city	301.055(2)	\$3,000.00	11/2021	

ROOFING, SIDING REPLACEMENT, WINDOW REPLACEMENT, AND BUILDING PERMIT FEES	Right-of-Way Degradation Fee	309.080	Permit holder responsible for actual costs		
	Move a building from its present location in Birchwood to any other site, whether or not the new site is within the City. *		\$500.00	7/2022	
	Refundable building move escrow for permitting costs incurred by city	301.055(2)	\$1,000.00	11/2021	
	Certificate of occupancy		\$25.00	7/2022	
	Public Property Access Limited License	607.235	\$50.00	1/2019	
	<i>VALUATION OF STRUCTURE, ADDITION OR ALTERATION</i>		<i>FEE COMPUTATION</i>		
	\$1 to \$500 **, **	203.050, Minnesota Statute 326B. 153	\$29.50		
	\$501 to \$2,000 **, **	203.050, Minnesota Statute 326B. 153	\$23.50 for the first \$500 + \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.00.		
	\$2,001 to \$25,000 **, **	203.050, Minnesota Statute 326B. 153	\$69.25 for the first \$2,000 + \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000.		
	\$25,001 to \$50,000 **, **	203.050, Minnesota Statute 326B. 153	\$391.25 for the first \$25,000 + \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.		
\$50,001 to \$100,000 **, **	203.050, Minnesota Statute 326B. 153	\$643.75 for the first \$50,000 + \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.			
\$100,001 to \$500,000 **, **	203.050, Minnesota Statute 326B. 153	\$993.75 for the first \$100,000 + \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.			
\$500,001 to \$1,000,000 **, **	203.050, Minnesota Statute 326B. 153	\$3,233.75 for the first \$500,000 + \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.			

	\$1,000,001 and up **, **	203.050, Minnesota Statute 326B. 153	\$5,608.75 for the first \$1,000,000 + \$3.15 for each additional \$1,000, or fraction thereof.	
	State Surcharge	Minnesota Statute 326B. 148		<a href="https://www.dli.mn.gov/about-department/permit-surcharge-report">Using calculator at: https://www.dli.mn.gov/about-department/permit-surcharge-report</a>
DEMOLITION FEES	Demolition Permit	203.050	\$100.00	7/2022
UTILITY AVAILABILITY FEES	<p>Prior to connecting, the owner or representative of a building or dwelling constructed in the City must pay the Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) as set by the Metropolitan Council per Minnesota statute 473.517. Dwelling units replacing an existing dwelling unit with a water meter or that was assessed previously for sanitary sewer and that can establish that a dwelling unit on the lot was connected to the municipal sanitary sewer system before January 1, 2009, or that previously paid the fee for the existing dwelling unit, are exempt from one fee per dwelling unit. This fee must be collected when a plumbing permit for sewer connection or a building permit is issued for construction of dwelling.</p> <p>Dwelling units existing or constructed in the City must connect to the municipal sanitary sewer system so long as it is reasonably available. Prior to connecting, the owner or representative must pay the City Sewer Availability Charge (SAC). Dwelling units replacing a dwelling unit with a water meter or that were specially assessed previously for sanitary sewer are exempt from the fee for one dwelling unit. This fee must be collected when a plumbing permit for sewer connection or a building permit is issued for construction of dwelling.</p>		The most recent fee published by MCES. \$2485.00 as of July, 2022.	
		202.070	\$5,500.00	8/2021
		201.070	\$3,500.00	8/2021
PLUMBING AND FIRE	Plumbing Permit **	202.040	\$100 + \$100/hour after one hour	7/2022

PERMIT FEES	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Fire Sprinkler Permit **	202.040	\$100 + \$100/hour after one hour	7/2022
GAS, HEATING AND MECHANICAL PERMIT FEES	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Mechanical Permit **	202.040	\$100 + \$100/hour after one hour	7/2022
	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Gas Piping Permit (that is not part of mechanical installation) **	202.040	\$100 + \$100/hour after one hour	7/2022
	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Air Conditioning Installation Permit **	203.050	\$100 + \$100/hour after one hour	7/2022
	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Air Conditioning Permit (part of mechanical installation) **	203.050	\$100 + \$100/hour after one hour	7/2022
	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Fireplace Permit (gas, wood or other type) **	203.050	\$100 + \$100/hour after one hour	7/2022
WATER AND SEWER FEES	State Surcharge	Minnesota Statute 326B.148	\$1.00	
	Residential and non-residential water use: Tier 1 - up to 6,000 gallons	201.090	\$0.00356 per gallon	1/2022
	Residential and non-residential water use: Tier 2 - after 6,000 gallons up to 9,000 gallons	201.090	\$0.00410 per gallon	1/2022
	Residential and non-residential water use: Tier 3 - after 9,000 gallons up to 15,000 gallons	201.090	\$0.00471 per gallon	1/2022
	Residential and non-residential water use: Tier 4 - after 15,000 gallons up to 44,883 gallons	201.090	\$0.00544 per gallon	1/2022
	Residential and non-residential water use: Tier 5 - after 44,883 gallons	201.090	\$0.00623 per gallon	1/2022
	Quarterly Safe Drinking Water Fee	Minnesota Statute 144.3831	The most recent fee assessed by the Minnesota commissioner of health, divided into quarters. \$2.43 as of July, 2022.	
	Sewer Fee (metered, quarterly)	202.110	\$36.00 + \$0.00451 per gallon based on first quarter water consumption	6/2019

	Sewer Fee (unmetered, quarterly)	202.110	\$80.00	6/2019
	Water Utility User Fee		\$25.00	1/2022
	Water Main Break Surcharge (as City exhausts budgeted funds for water main breaks)		As required (\$25.00 for June - December, 2022 as of June, 2022)	5/2022
	Street excavation permit *		\$50.00	7/2022
	Refundable Street Excavation Damage Deposit		\$3,000.00	7/2022
	Turning water service on or off at street, including seasonally	201.240	\$150.00	
	Water Meter Installation or Replacement 3/4" or smaller	201.080	\$500.00 + \$150.00 /hour after one hour	7/2022
	Water Meter Installation or Replacement 1" or larger or other non-standard meter	201.080	Cost of meter + \$150.00/hour, with 1 hour minimum	7/2022
	Utility Bill Late Fee	201.100, 202.120	5% of the unpaid balance	
	Utility Bill Quarterly Automated Clearing House (ACH) Discount		\$3.00	5/2022
	Open water and sewer account		\$25.00	
	Close water and sewer account		\$25.00	
	Costs to City for damages and liabilities for irrigation system backflow into water system	202.095	actual costs	3/2022
	Water meter testing (refundable as described in City code)	201.170	\$300.00	7/2022
ADDITIONAL FEES (All fees in this schedule are subject to the following charges when required by the City)	Investigation Fee: If work or activity for which a license or permit is required by the code has been commenced without first obtaining the permit or license.	701.061	Up to the amount equal to the permit fee, in addition to the permit fee.	7/2022
	Additional Fee: An additional fee, not to exceed actual expenses or the original amount of the fee, whichever is less, shall be paid if the City Council determines that the applicant has changed the project after submission of the initial application, or if it is necessary to conduct an excessive number of re-inspections of the project in order to ensure compliance with the City Code or the terms of the permit or license.	701.062		
	Building Official: Inspections outside of normal business hours		\$126.50 + \$63.25 /hour after two hours	6/2019
	Building Official: Reinspection fee		\$63.25/hour	6/2019
	Building Official: Inspection for which no fee is specifically indicated		\$31.63 + \$63.25/hour after one half hour	6/2019
	Building Official: Plan Review fee	Minnesota Statute 326B. 153 Subd. 2	65% of permit fee	6/2019
	Building Official: Plan Review fee for similar plans	Minnesota Statute 326B. 153 Subd. 5	25% of permit fee	7/2022
	Building Official: Additional plan review for changes, additions or revisions to plans		\$31.63 + \$63.25/hour after one half hour	6/2019

	Engineer & Planner: Consult or review land use plans		\$100.00/hour, or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, as well as any consulting fees	12/2021
	Engineer & Planner: Inspections or other services		\$100.00/hour, or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, as well as any consulting fees	12/2021
	Attorney: Consultations, reviews and analysis		actual costs, including administrative and overhead costs, and attorney review and analysis expenses	
	Other Professionals: Consultations, reviews and inspections		actual costs, including administrative and overhead costs, and consultant review and analysis expenses	
VACANT BUILDING FEES	Vacant building annual registration fee	407.03(k)	\$360.00 + City costs incurred for property maintenance	
LAW ENFORCEMENT FEES	Excessive Use of Law Enforcement - first incident	406.03(3)(b)	cost, with \$100.00 minimum	
	Excessive Use of Law Enforcement - second incident	406.03(3)(b)	cost, with \$200.00 minimum	
	Excessive Use of Law Enforcement - after second incident	406.03(3)(b)	cost, with \$300.00 minimum	
TREE FEES AND DEPOSITS	Diseased Tree Abatement fee	403.080(c)	\$50.00 + cost of abatement	7/2022
	Significant Tree Removal Replacement deposit	302.055(2)(d)(3)	amount necessary to cover the cost of replacement trees	
COMMUNICATIONS FEES	Permit to install, repair, remove or relocate communications facilities *, **	208.020	\$50.00	7/2022
REFUNDS	Permit, license or fee refund, if the applicant requests a refund within 15 days after payment, and the City has incurred no expenses to process the application.		50% of the fee	4/2018
FOOTNOTES	* Escrow for City Permitting costs is required. Unused portion is returned to applicant.			



\*\* State Surcharge is required

To: Birchwood City Council  
From: Ryan Hankins

At the September City Council meeting, the council discussed the fee schedule proposal. Here are the current suggested revisions.

### **List of Proposed Code Changes**

307.010 Application. An applicant may apply for a Zoning Permit by filling out a form obtained from the City Office and paying the fee set in the Fee Schedule. The application must at a minimum:

- a. Identify and describe the work to be covered by the permit.
- b. Describe the land on which the proposed work is to be done, by lot, block, tract, and house and street address, or similar description that will readily identify the proposed work.
- c. Indicate the use or occupancy for which the proposed work is intended.
- d. Be accompanied by the following plans:
  - i. Drawing to scale, showing the location of the proposed work and all existing structures, buildings, and improvements on the property.
  - ii. Elevation drawings if the structure has a height dimension (i.e., is not a driveway, walkway, etc).

The City ~~reserves the right to request~~ may require additional information ~~that would help the City~~ necessary to review the application.

### **605.028. CHICKENS.**

2. License. No person shall keep, maintain or breed chickens on property located within the City of Birchwood Village unless a license is obtained pursuant to the provisions stated herein. Application shall be made on a form provided by the City Clerk or Administrator. The fee shall be established from time to time by resolution as set forth in Chapter 701.

- a. A license shall be issued for a period of ~~two~~ three years.
- b. Upon completion of the application form and receipt of the license fee, the City Clerk or Administrator shall cause a license to be issued to the applicant.

3. Inspection. The Animal Control Officer shall, at any reasonable time, be permitted upon the premises where chickens are kept for the purpose of making an inspection to determine compliance with this Chapter.

### **605.029. MINIATURE VIETNAMESE POT-BELLIED PIGS.**

3. License. No person shall keep, maintain Vietnamese pot-bellied pigs on property located within the City of Birchwood Village unless a license is obtained pursuant to the provisions stated herein. Application shall be made on a form provided by the City Clerk or Administrator. The fee shall be established from time to time by resolution as set forth in Chapter 701.

- a. A license shall be issued for a period of ~~two~~ three years.

b. Upon completion of the application form, receipt of the license fee, and proof that the Vietnamese potbellied pig is free from pseudorabies, the City Clerk or Administrator shall cause a license to be issued to the applicant.

#### 605.021.2

1. Required; exceptions. Except for police canines, no person shall, without first obtaining a permit in writing from the City Clerk or Administrator, own, keep, harbor, or have custody of any dog over six months of age. However, this section shall not apply to the keeping of small caged birds or aquatic and amphibian animals solely as pets or for police canines of any political subdivision.

Term; renewal; late penalty charge. A permit for each licensed dog shall be renewed ~~each even every third year by every owner~~ and a permit fee paid. A permit, if not revoked, shall be valid until the end of ~~the permit period~~ the permit deadline three calendar years after the year of application. Renewal permits must be obtained prior to the expiration date, and there shall be a late ~~penalty charge fee~~ on all renewal permits issued applications received after the expiration date, if a permit was required under section 605.021.1. If the City Administrator receives a complaint or observes a dog and reasonably believes that the dog is kept in violation of 605.021.1, the owner shall pay a Dog License Administrative Fee in addition to the Permit fee and the Late fee. Late and Administrative Fees may be appealed using the procedures in Chapter 310.

#### 605.024(9):

a. Annual fee. The owner of a dangerous dog shall pay ~~an~~ the annual fee ~~as determined by council ordinance, set in the Fee Schedule,~~ in addition to any regular dog licensing fees, to obtain or renew a certificate of registration for a dangerous dog under this section.

~~b. Annual renewal. The owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased and pay the annual renewal fee as determined by city council ordinance. If the dog is removed from the city, it must be registered as a dangerous dog in its new jurisdiction.~~

#### 605.024(11):

a. Annual fee. The owner of a potentially dangerous dog shall pay ~~an~~ the annual fee ~~as determined by council ordinance set in the Fee Schedule,~~ in addition to any regular dog licensing fees to obtain or renew a certificate of registration for a potentially dangerous dog under this section.

~~b. Annual renewal. The owner of a potentially dangerous dog must renew the registration of the dog annually until the dog is deceased and pay the annual renewal fee as determined by city council ordinance. If the dog is removed from the city, it must be registered as a potentially dangerous dog in its new jurisdiction.~~

#### **607.400. CAMPING.**

607.410. No person shall establish or maintain any camp or other temporary lodging or sleeping place in any Open Space Site, Public Lake Tract or Established Park.

~~607.420. No person shall camp for a period longer than that authorized by the permit.~~

~~607.430. All garbage or refuse of any kind shall be placed in receptacles provided for that purpose.~~

~~607.440. No person shall install permanent camp facilities or physically alter the camp site.~~

~~607.450. No person shall wash cooking and eating utensils, or clean fish except at locations designated for such use.~~

~~607.460. No person shall cut or gather wood on any Open Space Site for fuel other than that provided by the Department and stored for such use.~~

~~607.470. No person shall desert a camp site until the site is thoroughly cleaned.~~

607.480. No person or group of persons shall exclusively use a park shelter unless a specific permit has been granted by the ~~Director~~ City for such use.

607.490. Permits for shelter use or camping shall be issued to adults only, and said adult shall be on the premises at all times during the duration of the permit.

~~**617.250 Fees.** A per day charge will be assessed for each day the boat that is not removed from the Public Lake Tract by the end of the Boating Season per fee schedule.~~

**617.250 Personal Property Abandonment on Lake Tract.** Public use of Lake Tracts is valuable and property abandoned on Lake Tracts diminishes that value. The City shall assess the fee set in the Fee Schedule plus removal and storage, sale and disposal costs for any dock, boat hoist, boat, appurtenance or other personal property that is not allowed by the City or that does not meet the requirements set forth in the Dock Permit approved by the City, including after the end of the Boating Season or during winter storage. If the property is allowed to remain by the Dock Association or by a member of the Dock Association, costs and fees shall be assessed jointly and severally to the member, if any, and the Dock Association. Costs and fees for personal property allowed to remain by a non-member shall be assessed to that person. The City shall dispose of the property pursuant to section 613.

**617.255 Fee in Lieu of Removal.** At the City's option, the City may defer assessing the fee and costs in 617.250 and removing property. For each day property remains, the City may assess, jointly and severally, to the member, if any, and the Dock Association, or to the non-member, the fee in lieu of removal set in the Fee Schedule for the loss of use of the Lake Tract to the public. On or before the first day the City assesses the fee, the City shall mail a letter to the Dock Association, if it is being assessed, and the property owner, if known, describing the property that is not permitted or allowed.

**617.380 Docks, Boat Slips, Boat Hoists, Boat Lifts and Boats.**

Boat hoist or "lift" means a structure placed in the water or below the ordinary high-water mark for boat storage, including platforms for storage of personal watercraft.

(1) Docks, boat slips, boat hoists, boat lifts, shore ramps, and boats shall be installed and configured so as to allow, inasmuch as natural conditions allow, at least 50% of the

Public Lake Tract beach area and adjacent water to be available for non-boating activities.

- (2) Docks shall be installed and configured such that:
  - a. Boat hoists, boat lifts and slips shall not extend beyond the end of the dock.
  - b. A dock's location shall not unreasonably impede the non-boating beach use.
  - c. Boat hoist, boat lift and slip placement shall minimize the need for boats to enter designated swimming areas during ingress or egress.
- (3) Docks shall not exceed the length specified in the WBLCD approved dock license. Dock length shall be consistent with other docks in the vicinity.
- (4) Shore ramps shall not exceed 4 feet in width and 12 feet in length and shall be secured to the shore in a location and manner that does not pose a hazard for persons.
- (5) The City ~~retains the right to~~ may inspect all Dock Association docks, boat hoists, boat lifts, boats and shore ramps installed on the Public Lake Tracts to ensure health, safety and well-being and conformance with Minnesota Department of Natural Resources (DNR) Rules, City code and permits. The City shall forward all dock ~~safety non-conformities,~~ concerns or deficiencies to the Dock Association's ~~complaint president~~ via the Dock Liaison for action. The Dock Association shall have seven (7) days to reply in writing to the City addressing the identified deficiencies. The City Council shall thereafter review the matter if necessary.
- (6) Boats installed on any Public Lake Tract shall not exceed twenty-two (22) feet in length on Birch Beach and shall not exceed nineteen (19) feet in length on all other Public Lake Tracts.
- (7) Boat length and width shall be determined by one of the following methods.
  - a. First, by the manufacturer's specification, which shall be used without regard to motors, swim platforms or other appurtenances that add to the dimensions, or
  - b. Second, by physical measurement of the boat. Length shall be measured at the longest part and width measured at the widest part of the vessel.
- (8) The City Council in its discretion may allow winter storage of boat hoists on a Public Lake Tract. Storage shall require pre-approval by the City Council. The slip fee shall include the cost of winter lift storage.
- (9) Installation and removal of all docks, ~~lifts~~ boat hoists and boat lifts at any Public Lake Tract shall be in compliance with all applicable DNR Minn. Department of Natural Resources Rules.
- (10) Boat canopies shall not be allowed on any boat ~~lift~~ hoists or boat lifts installed or stored on any Public Lake Tract.
- (11) Each owner of a boat hoist or boat lift shall display the registration information supplied by the dock association to the boat hoist or boat lift before it is placed at the Public Lake Tract. The owner shall ensure that the registration information remains visible from the dock and during winter storage.

~~701.061 Late Fee. In the event a person shall engage in conduct for which a permit or license is required without first paying the appropriate fee and obtaining the permit or license, the fee established shall be doubled.~~

701.061 Investigation Fee. If work or activity for which a license or permit is required by the code has been commenced without first obtaining the permit or license, a special investigation shall be made by the City Administrator or their designee to determine the appropriate permits to be applied, and a report issued to the property owner before permits may be issued for the work. An investigation fee equal to and in addition to the required license or permit fees established by the City and listed in the fee schedule shall be collected at the time of application in addition to any required escrows.

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

701.063 ~~Fines~~ **Penalties.** Payment ~~if~~ of any Investigation or Additional Fees shall be in addition to any ~~fin~~ criminal penalties that may be imposed for violation of the City Code.

(k) Vacant building fees:

The owner of a vacant building shall pay ~~an~~ the annual registration fee ~~of one thousand four hundred forty dollars (\$1,440.00)~~ set in the City fee schedule each year the building remains a vacant building. The registration fee is intended to ~~at least partially recoup, and shall be reasonably related to recover~~ the administrative costs for registering and processing the vacant building ~~owner~~ registration form and ~~for the costs of~~ to the City in monitoring to monitor the vacant building site.



# Rice Creek Watershed District Stormwater Management Grant Program 2023 Request for Proposals

Date: September 30, 2022

Dear RCWD Partner:

The Rice Creek Watershed District (RCWD) plans to provide up to \$300,000 in Stormwater Management Grant funding in 2023 to assist cities, counties, school districts, libraries and other public and private entities with implementation of their stormwater management projects. This funding supports the goals and objectives outlined in the RCWD Watershed Management Plan and is part of RCWD's continued efforts to protect and enhance its water resources through partnerships with our member communities. This funding is intended for projects that provide stormwater quality treatment, runoff volume reductions, peak runoff rate control and/or reductions in groundwater usage. Projects proposed in conjunction with municipal street reconstruction projects or other site redevelopment projects are encouraged.

Please review the attached program guidelines for more information regarding funding availability, applicant eligibility, acceptable project types and other program requirements. Prospective applicants are strongly encouraged to contact Kyle Axtell, RCWD Project Manager, at (763) 398-3072 or [kaxtell@ricecreek.org](mailto:kaxtell@ricecreek.org) to schedule a pre-application review session and get answers to questions about the program. This is a competitive cost-share program; not all applications will receive funding.

An electronic version of the application form can be downloaded at [www.ricecreek.org/grants](http://www.ricecreek.org/grants) under the Stormwater Management Grant Program link. To submit a proposal for consideration, complete and sign the application form and submit it along with all required additional information to the RCWD **no later than 4:30pm on Thursday, December 22, 2022**. Electronic submittals are encouraged.

Sincerely,

Nick Tomczik, Administrator

**Submit By Mail:**

Stormwater Management Grant Program  
Rice Creek Watershed District  
4325 Pheasant Ridge Drive NE #611  
Blaine, MN 55449-4539

**Submit By Email:**

[kaxtell@ricecreek.org](mailto:kaxtell@ricecreek.org)

*Subject: Stormwater Management Grant Application*

4325 Pheasant Ridge Drive NE #611 | Blaine, MN 55449 | T: 763-398-3070 | F: 763-398-3088 | [www.ricecreek.org](http://www.ricecreek.org)

BOARD OF  
MANAGERS

Patricia L. Preiner  
Anoka County

Steven P. Wagamon  
Anoka County

Michael J. Bradley  
Ramsey County

Marcie Weinandt  
Ramsey County

John J. Waller  
Washington County  
095





# Rice Creek Watershed District Stormwater Management Grant Program 2023 Program Guidelines

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## 1. Application

The application form for the RCWD Stormwater Management Grant Program can be downloaded from the RCWD’s website at <http://www.ricecreek.org/grants>. A complete application, including a conceptual design, pollutant reduction estimates and detailed cost estimate must be submitted for RCWD review to ensure consistency of the project with RCWD water quality and/or flood control goals and objectives. **All sections (I through XII) on the application form are required.** Program applications must be submitted to the RCWD no later than 4:30pm on Thursday, December 22, 2022.

## 2. Proposal Review Schedule

Applications will be accepted and reviewed according to the following tentative schedule:

<i>Application Deadline</i>	<i>RCWD Citizen Advisory Committee Review</i>	<i>RCWD Board Public Hearing</i>	<i>RCWD Board Final Action</i>
<b>December 22, 2022</b>	February 1, 2023	February 8, 2023	February 22, 2023

## 3. Funding Availability, Local Match & Eligible Costs

The RCWD plans to make available up to \$300,000 in funding for the 2023 program year. For approved projects, the RCWD may offer grant funding of up to 50% of eligible project costs, typically not to exceed \$100,000 per project. Stormwater reuse irrigation project applications approved for RCWD funds may be offered funding at a level of \$10,000 per acre irrigated, provided that adequate stormwater supply and storage are available and/or constructed as a part of the project. This may result in a stormwater reuse irrigation project being offered more than \$100,000. Proposed stormwater treatment projects that are required for compliance with RCWD Rule C are not eligible unless the proposed outcomes exceed RCWD permit requirements. Stormwater reuse projects are exempt from this exclusion. Any RCWD Rule C water quality treatment credits created by a stormwater reuse project may not be used to satisfy RCWD Rule C requirements for other projects that either (1) drain to a different Resource of Concern, or (2) are located downstream from the proposed stormwater reuse project.

Maintenance of existing stormwater management infrastructure (restoring original function, repairing to original design, etc.) is not eligible for funding through this program.

Eligible project costs generally include construction materials, labor, engineering and public engagement costs, subject to RCWD approval. The RCWD Board of Managers reserves the right to (1) offer additional funding to projects that result in multiple District-wide or regional benefits, (2) offer grant funding to a selected project for less than the requested amount, and/or (3) offer grant funding for only a specific portion(s) of a selected project.

#### 4. Application Scoring

Each application will be independently reviewed by RCWD staff, the RCWD engineer, and the RCWD Citizen Advisory Committee (CAC). Staff, engineer, and CAC scores will be aggregated into an average final score and all applications will be ranked by final score. Funding will be proposed by RCWD staff for allocation in order of rank until funds are exhausted or all eligible projects have been awarded funds.

Applications will be scored using the following criteria:

Ranking Criteria	Maximum Possible Points
<b>Description:</b> The project description succinctly describes what results the applicant is trying to achieve and how the results are to be achieved.	10
<b>Prioritization (Relationship to Plans):</b> The proposal is based on priority protection or restoration actions listed in or derived from the RCWD Watershed Management Plan (including Appendix G: Member Community Project List), an approved City local water plan, or another recognized water quality or flood control study.	15
<b>Targeting:</b> The proposed project addresses identified critical pollution sources or risks impacting the water resource(s).	15
<b>Measurable Outcomes:</b> The proposed project has a quantifiable reduction in surface water pollution, flood risk, and/or groundwater usage and directly addresses the water quality, flooding or groundwater use concern identified in the application.	20
<b>Cost-Effectiveness:</b> The application identifies a cost-effective and feasible solution to address the non-point pollution, flood control, and/or groundwater use concern(s).	20
<b>Project Readiness:</b> The application has a set of specific activities that can be implemented soon after grant award.	10
<b>Engagement Opportunities:</b> The application identifies specific outreach efforts that will be effective in educating the public about the project.	10
<b>Total Points Available</b>	<b>100</b>

The RCWD Board will make a final decision on which proposals are funded and at what amount; the final Board decision may vary from the description above. Applications that are not selected for funding may be resubmitted for consideration in a future year, subject to program availability. Submittal of an application, regardless of funding availability, does not guarantee acceptance into the program or an offer of grant funds by the RCWD.

## 5. Grant Agreement & Schedule

Upon formal acceptance into the program by the RCWD Board, a grant agreement will be provided to the grant recipient and must be executed and returned to the RCWD. If an executed agreement is not received by the RCWD on or before May 31, 2023 encumbered funds may be withdrawn and made available for reallocation to another project. Projects funded in 2023 must be completed by October 31, 2025 and all financial and other required information must be submitted to the RCWD by December 31, 2025.

## 6. Design & Maintenance Plans

Projects must be designed by a licensed Professional Engineer or Landscape Architect.

**Final design specifications and calculations must be submitted for RCWD review and approval prior to initiation of the project. Failure to obtain approval of the project design plans in writing from RCWD prior to construction may result in cancellation of the grant agreement.**

An operation and maintenance plan must be submitted to the RCWD before any grant funding may be dispersed. Project maintenance and monitoring is the sole responsibility of the applicant. RCWD will not accept any maintenance or monitoring responsibility for projects funded through this program.

## 7. Bids & Permits

Successful applicants must provide the RCWD with information on bid tabulation or contractor quotes, the applicant's issued notice to proceed, and certification by the applicant that all necessary permits and agency approvals have been obtained. Acquisition of required permits and approvals will be the sole responsibility of the applicant.

## 8. Property Ownership

RCWD prefers that proposed projects be located on property that is either owned by the applicant or subject to a perpetual easement in favor of the applicant. If not, a signed letter of concurrence shall be submitted by the landowner indicating their understanding that the applicant is seeking funds for a project proposed to be built on the landowner's property and that the landowner intends to work with the applicant to arrange for a transfer of title to the property, recording of a perpetual easement over the project area, or some other form of permanent agreement to allow the applicant's legal access to the property for construction, operation and long-term maintenance of the project. Failure to obtain adequate access to the subject property prior to commencement of the project will result in cancellation of the grant agreement.

## 9. Public Engagement

Applicants must incorporate a public engagement component into the project. Possible options include installation of permanent project signage or hosting a public tour of the project. Other unique ideas are welcome. RCWD staff can be made available to assist successful applicants with this component of the project. Direct costs associated with the public engagement component may be included in the total estimated project cost.

## **10. Project Payment**

The grant agreement will allow for disbursement of 50% of the grant funds to the grantee upon RCWD approval of final project design and maintenance plans, if requested by the grantee. Final payment will only be possible upon project completion. Applicants must provide paid invoices and documentation that the project was completed according to the approved design standards, specifications and pollution reduction estimates, in addition to any other documentation that RCWD staff may require. Public engagement components of implementation projects (signage, tours, etc.) must be installed and/or complete prior to disbursement of the final grant payment.

## **11. Conformance to Guidelines**

The RCWD reserves the right to withdraw or withhold funding for any project not completed in accordance with these guidelines.

## **12. Submitted Information**

Any submitted information, including applications, conceptual designs, cost estimates, bid tabulations, final designs and specifications, permits, studies and reports, and proof of expenditures becomes part of the public record.



# Rice Creek Watershed District Stormwater Management Grant 2023 Application Form

## I. APPLICANT INFORMATION

Organization (to be named as Grantee): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tax Status: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

*(e.g., local government, non-profit 501(c)(3), private business, etc.)*

## II. PROJECT CONTACTS

Project Officer: \_\_\_\_\_ Financial Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

## III. PROJECT INFORMATION

Project Name: \_\_\_\_\_

Location(s) of Project: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Project Type (check only those that directly apply):

- Water Quality Treatment Project
- Stormwater Reuse Irrigation Project
- Peak Runoff Rate Control Project
- Runoff Volume Control / Flood Storage Project
- Other: \_\_\_\_\_

Is a RCWD Rule C permit required for this project?  YES  NO  UNKNOWN

## IV. GRANT REQUEST

RCWD Grant Funding Requested: \$ \_\_\_\_\_

Applicant Match Funding Committed: \$ \_\_\_\_\_

State/Other Funding Committed: \$ \_\_\_\_\_ Source(s): \_\_\_\_\_

Total Estimated Project Cost: \$ \_\_\_\_\_

Would you be willing to accept grant funding in an amount less than requested?  YES  NO

## V. SIGNATURE OF APPLICANT

**I certify that the information contained within this application is true and accurate.**

\_\_\_\_\_  
Signature of Project Officer

\_\_\_\_\_  
Date

## VI. Executive Summary / Abstract

Include a brief Executive Summary (100 words or less) that summarizes the main goals and activities of the project and the expected environmental outcomes that will be achieved. Identification of the total amount of funds being requested along with the required match must be included in the Executive Summary. The summaries will be used in the grant review process and on the RCWD website, for projects that are funded.

## VII. Description (10 points)

The RCWD has established guidelines for prioritizing projects based on location. Water quality improvement projects should be located to benefit a RCWD lake classified as either “Protection” or “Restoration” (see Table 2-4 in the RCWD 2020 Watershed Management Plan), and/or a waterbody with an approved Total Maximum Daily Load (TMDL) study or other recognized diagnostic water quality study. Flood storage and runoff rate control projects should focus on reducing peak flood elevations in known regional flood hazard areas and/or documented local problem areas. Describe the specific watershed management, water quality or quantity need(s) that the project will address and its impact on the target water resource within the District.

Name the target waterbody benefitting from this project: \_\_\_\_\_

List and describe the Best Management Practices (BMPs) to be incorporated into this project.

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximizes infiltration.

Provide drawings, maps and/or schematics which graphically illustrate the location and conceptual design of the project. **(Attach separate sheets.)**

Describe how long-term operation and maintenance of the project will be accomplished.

### VIII. Prioritization (15 points)

How does the project support existing regional planning efforts such as the RCWD Watershed Management Plan, municipal surface water management plans, TMDLs, or other recognized diagnostic studies? Is the project included on the Member Community Project List (Appendix G) within the RCWD Watershed Management Plan? Please provide citations where possible.

### IX. Targeting (15 points)

Describe the critical pollution or flooding sources and risks addressed by this project. Explain why the proposed project is the most cost-effective and feasible means to attain the expected resource benefits. Has a formal analysis been conducted to substantiate this position?

### X. Measurable Outcomes (20 points)

Provide a detailed estimate and description of the anticipated pollutant reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, and/or other environmental or natural resource benefits associated with the project. Describe the methods and cite the sources (i.e. P8 model, HydroCAD, XP-SWMM, MIDS, MN Stormwater Manual, etc.) used to calculate or estimate the pollutant reductions and/or hydrologic outcomes. **(Mandatory for RCWD to consider your proposal!)**

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project, including how success will be defined and measured.



**XI. Cost-Effectiveness (20 points)**

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Why is this the most cost-effective approach to solving the problem? Have other alternatives been explored? **(Attach separate sheets if needed.)**

**XII. Project Readiness (10 points)**

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed?

**XII. Engagement Opportunities (10 points)**

Demonstrate any potential for public engagement, education and demonstration and describe what methods will be used to ensure that the purpose and success of the project are made known to the public. Applicants must incorporate a public engagement component into the project.

## Speed and danger on Birchwood Streets

Jon Fleck <jonathan.fleck1@gmail.com>

Wed 10/5/2022 8:14 AM

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

Becky,

Please put on the agenda, under my name

"Automobile speed, volume and dangerous driving - a call for a traffic task force in Birchwood to address dangerous driving since the roads reopening".

Thank you - we will see if this task force can come to consensus and deliver a finished product by year end - not one members perspective - but a consensus driven response based on solid observational science.

We waste a lot of time on these task forces doing a half ass job and then the council is consumed with nothing short of banter by those populating the task force for their own preconceived perspective views - the tree task force comes to mind.

If the task force must create the solution and present it to council - not the other way around...

Jon

## MEMORANDUM

TO: City Council  
FROM: H. Alan Kantrud, City Attorney  
SUBJECT: **Title Project for Feistner Preserve**  
DATE: October 3, 2022

---

As part of the Project authorized by the City Council our office has engaged Cornerstone Survey as well as obtaining information from the County regarding the City's origin of ownership to the parcel colloquially-known as the "Kurt Feistner Preserve."

The attached document is a recordation of the motion made and approved by Washington County in 1998, authorizing the conveyance of that 33" strip or right-of-way that extends into the lake from the 'curve' in what is now known as Century Avenue, then CSAH 27.

The preamble to the conveyance states that the City of Birchwood requested, by City Council Motion, this transfer at the time although no other documentation was available/recorded to reflect that.

The good news for the City, now, is that there appears to be an accurate metes-and-bounds description of the parcel and a straightforward origin from whence the right to the property properly vested in the City. This will help with the registration. We will be requesting that the County issue a Parcel Identification Number as a matter of course as well.

This update is provided with no further requests of the City at this time.

DATE April 28, 1998

DEPARTMENT Public Works

MOTION BY COMMISSIONER Abrahamson

SECONDED BY COMMISSIONER Peterson

**CONVEYANCE OF UNNEEDED CSAH 27  
RIGHT OF WAY TO THE CITY OF BIRCHWOOD**

WHEREAS, Washington County owns right of way for County State Aid Highway 27, south of the highwater line of White Bear Lake, on the west 33 feet of Government Lot 1, Section 19, Township 30 North, Range 21 West, Washington County, Minnesota; and

WHEREAS, CSAH 27 ends where it turns westerly into Ramsey County, but the right of way for CSAH 27 extends to the highwater line of White Bear Lake; and

WHEREAS, the City of Birchwood passed a motion requesting that Washington County convey to the City that portion of unneeded CSAH 27 right of way which is located between a line lying 33 feet northerly of the centerline of CSAH 27 and the highwater line of White Bear Lake.

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board of Commissioners convey to the City of Birchwood that portion of unneeded County State Aid Highway 27 right of way described as follows:

That part of the westerly 33.00 feet of Government Lot 1, Section 19, Township 30 North, Range 21 West, Washington County, Minnesota, lying northerly and easterly of the following described line:

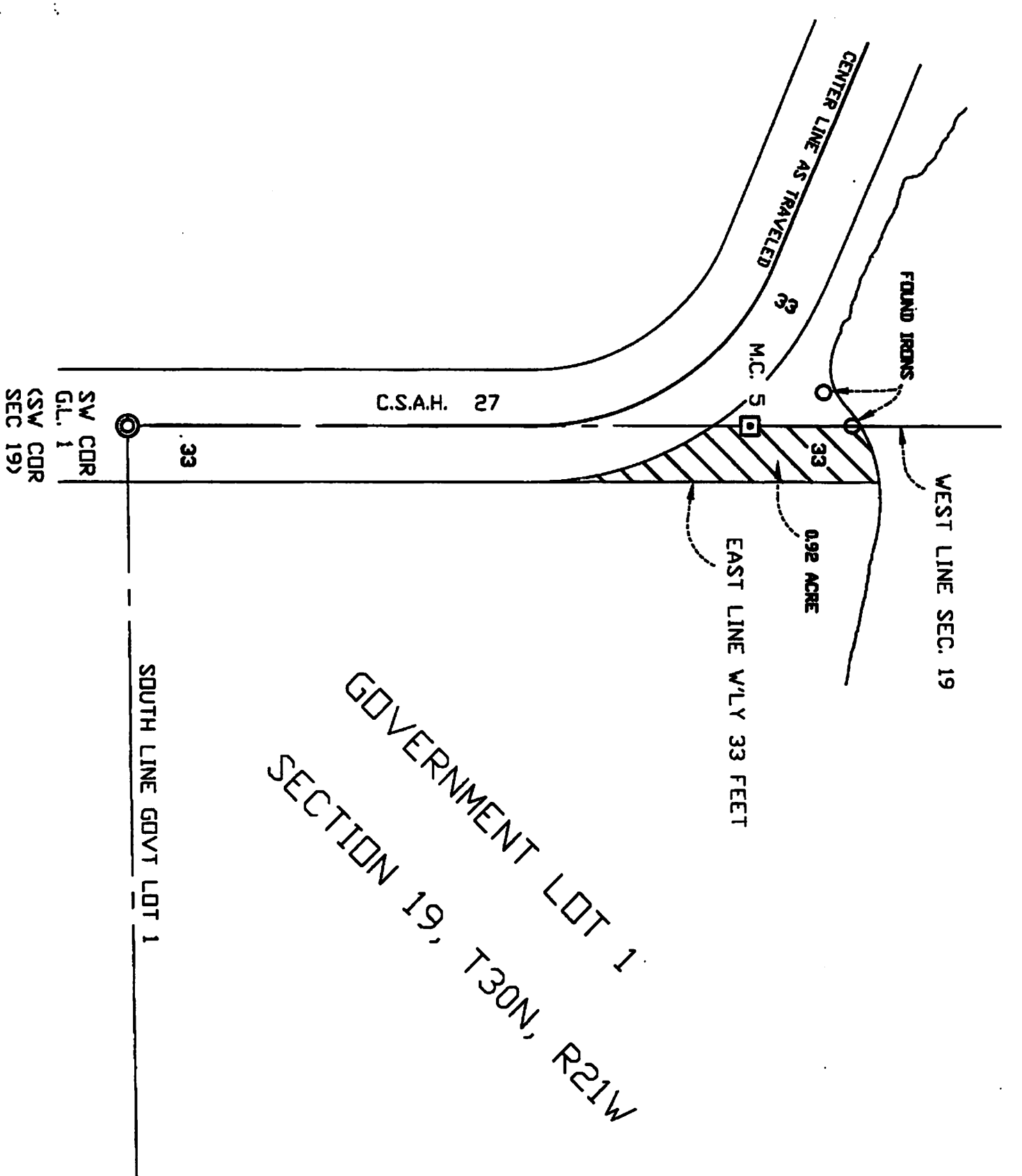
Commencing at the Southwest corner of said Government Lot 1; thence North 89 degrees 09 minutes 22 seconds East, assumed bearing, along the south line of said Government Lot 1, a distance of 32.79 feet to the intersection with a line 33.00 feet east of, measured at a right angle to and parallel with the traveled center line of County State Aid Highway Number 27; thence North 00 degrees 12 minutes 24 seconds West, along said parallel line, a distance of 241.11 feet; thence northerly along a tangential curve concave to the west, said curve is 33.00 feet easterly of and concentric with said traveled center line, has a radius of 188.25 feet and a central angle of 01 degree 23 minutes 25 seconds, a distance of 4.57 feet to the east line of the westerly 33.00 feet of said Government Lot 1 and the point of beginning of the line to be described; thence northwesterly, continuing along said curve, radius 188.25 feet, central angle 33 degrees 08 minutes 28 seconds, a distance of 108.89 feet to the west line of said Government Lot 1 and said line there terminating.

BE IT FURTHER RESOLVED that the Washington County Board Chairman and Administrator are authorized to execute, on behalf of the County, all legal documents necessary to implement this resolution.

ATTEST: *James R. Selby*  
COUNTY ADMINISTRATOR

*Dennis P. Wegman*  
CHAIRMAN, COUNTY BOARD

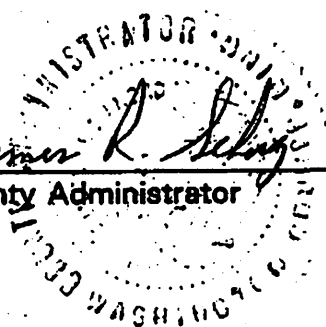
	YES	NO
ABRAHAMSON	<u>X</u>	_____
ENGSTROM	<u>Absent</u>	_____
HAUSER	<u>X</u>	_____
HEGBERG	<u>X</u>	_____
PETERSON	<u>X</u>	_____



STATE OF MINNESOTA       )  
  )  
COUNTY OF WASHINGTON    )

I, James R. Schug, qualified County Administrator for the County of Washington, State of Minnesota, do hereby certify that I have compared the foregoing copy of Resolution No. 98-070 with the original minutes of the proceedings of the Board of Commissioners, Washington County, Minnesota, at its session on the 28th day of April, 1998, now on file in my office and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Stillwater, Minnesota, this 1st day of May, 1998.

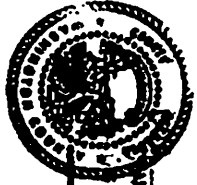
  
James R. Schug  
County Administrator

978866

OFFICE OF  
COUNTY RECORDER  
WASHINGTON COUNTY  
FILED ON

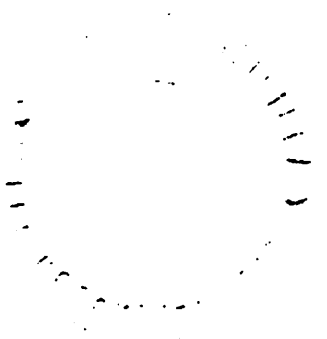
MAY 6 10 45 AM '98

978866



W. GOSMANN  
*W. G. Gosmann*

D<sup>6</sup>  
19  
*Julie Wells*





9-15-22-

I John Lund am stopping  
being the Disease tree inspector  
And I am not interested in inspecting in  
Birchwood in the future.

John Lund



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207 Birchwood Avenue ■ Birchwood, Minnesota 55110  
651-426-3403 ■ [www.ci.Birchwood Village.mn.us](http://www.ci.Birchwood Village.mn.us)

**CITY OF BIRCHWOOD VILLAGE  
REQUEST FOR PROPOSAL FOR TREE INSPECTING SERVICES  
Issued: October 11, 2022**

**SUMMARY**

The City of Birchwood Village is accepting Requests for Proposals (RFP) to provide professional tree inspecting services. Please submit 2 single sided originals, complete and sealed proposals to:

**City of Birchwood Village  
207 Birchwood Avenue  
Birchwood Village, MN 55110  
Attn: Rebecca Kellen, City Clerk**

Notwithstanding any other provisions of the RFP, the City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the City or its taxpayers. It is further within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City shall not be liable for any costs or losses incurred by any responders throughout this process.

**CRITICAL DATES**

Identified below are the critical dates associated with this Request for Proposal. Further details and requirements are contained in the specific sections or attachments included in this package.

<b>Request for Proposals Issued</b>	<b>October 11<sup>th</sup>, 2022</b>
<b>Proposal Due Date</b>	<b>November 18<sup>th</sup>, 2022</b>

Interested parties are encouraged to **submit questions** regarding the Request for Proposal **via email** to Rebecca Kellen at [Rebecca.kellen@cityofbirchwood.com](mailto:Rebecca.kellen@cityofbirchwood.com) **Responses to questions will be provided directly by email.**

## **GENERAL INFORMATION**

The City of Birchwood Village is a small, fully developed community located on the southeast shoreline of White Bear Lake. Birchwood Village was incorporated as a Village in 1921. A subsequent act of the State Legislature converted the “Village” to a “City of the Fourth Class.” Though the State Statute required Birchwood Village to evolve from a village into a city, residents continued to strongly associate the character and identity of the community as a “Village.” Because of that association, when the City incorporated it amended its name to become Birchwood Village to reflect the residents’ continued commitment to its small village character.

The City Council consists of the Mayor and four council members who are elected at large. Each member has ongoing responsibilities between meetings. Supporting commissions, committees, and task forces also help to serve the community. The City has five employees: one full-time City Administrator-Clerk, one part-time City Treasurer-Deputy Clerk, one on-call office worker and two on-call maintenance workers. The elected officials, appointed officials, and residents provide many volunteer hours to the City to perform needed services. Some municipal services such as sewer maintenance, police and fire protection are contracted primarily from nearby government agencies. Private contractors maintain the water system and provide building inspections and engineering and planning services.

The City is truly a small “village” comprising only 214 acres with an estimated 2016 population of 869 residents of all ages. The number of households in the City has remained relatively constant for the last 16 years with 357 households in 2000 and 359 in 2016. New construction and redevelopment in the City have been located primarily on existing lots where an existing home was torn down and replaced by a new (oftentimes larger) construction home.

More information about the City of Birchwood Village can be obtained on our website at <https://www.cityofbirchwood.com/>

## **SCOPE OF SERVICES**

The City of Birchwood Village wishes to contract with an outside consulting firm or individual to provide, as needed, tree inspection services, referenced herein after as “City Tree Inspector”. City Tree Inspector will be administering the City’s Tree Inspection Program by providing tree inspections on an annual basis and perform such duties as may be set forth within the City’s Municipal Code related to tree care and maintenance. City Tree Inspector shall conduct a City-wide inspection of all trees, public and private, for evidence of pestilence (insect-borne) and disease and provide a report of their findings to the City. City Tree Inspector shall, based on their findings, make such recommendations for mitigation and treatment for all observed instances of insect infestation and/or instances of disease as they deem appropriate and effective based on their training, experience, and latest technical information available. Such recommendations may include the removal of trees when appropriate.

## **RESPONSIBILITIES**

1. Available to provide tree inspection services on an, as needed, on call basis.
2. Maintain an accurate understanding of the City's Municipal Code and policies as related to tree care and maintenance.
3. Organize the tree inspection process in a manner that provides critical information to the City in a timely manner and in a respectful manner to City residents.
4. Prepare and submit electronic reports and data summaries on both residential and public property inspections to the City that provide both detailed and overall analysis on the state of trees in residential Birchwood and on public property in Birchwood.
5. Prepare and submit electronic maps to the City that document the placement of dead and diseased trees.
6. Review reports on tree inspections and make recommendations around actions that may be taken to the Mayor and City Council.
7. Make appropriate presentations before the City Council as needed.
8. Coordinate the annual tree inspection process review with appropriate commissions, committees, consultants and/or departments.
9. Prepare written records and reports of investigations and violations of relevant codes; provide on-site field verification documenting compliance; encourage voluntary compliance and, when necessary, coordinate enforcement through communication with the City and the City Attorney; recommend the issuance of citations where appropriate; testify in court concerning inspection results if necessary.
10. Provide administrative support to the City by preparing reports, maintaining records, and completing directives of the City Council.
11. Coordinate with staff and monitor recording of legal documents relating to tree inspections.
12. Represent the City to residents in a respectful manner, respect residential homeowner privacy, and limit communication to residents to analysis of trees and not provide tree removal company recommendation, except when requested to the City directly.
13. Attend the regular monthly City Council meetings which are held on the second Tuesday of the month at 7 p.m. if tree issues are to be discussed and decisions made.

## **CONTENT OF PROPOSAL**

Proposals shall contain the following information:

1. Cover letter and introduction including the name of the firm or individual and the name and telephone numbers of the person(s) authorized to represent the company regarding all matters related to the proposal;
2. Prospective providers should indicate how they envision being able to provide services to the City of Birchwood Village, and how those services will fit within the goals and policies of the City.

3. Experience working with other communities with similar geographic profiles and demographics.
4. Representative list of current clients with references contacts at three clients;
5. Resumes of key personnel to be performing the tree inspection functions for the City, including education and professional certifications.
6. Samples of reports to be submitted to the City which may address one or more of the following:
  - a. results of a residential populations tree inspection, including maps
  - b. results of a public property tree inspection, including maps
  - b. a concept review
  - c. responses to inquiries from the public, developers, etc.
7. Provide any additional information that you feel is pertinent in the City's decision on selecting a tree inspector.
8. In a separate, sealed envelope, provide the following information: A fee schedule identifying specific rates for services and meeting attendance including sample invoice detail, billing schedule and mileage charges, as applicable.

**EVALUATION CRITERIA**

The City's evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weight factor indicated below:

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
A. Proposal Content	5
B. Understanding of Background and Project Summary	10
C. Approach & Work Plan	30
D. Qualifications and Experience, principal tree inspector(s) and other team members	35
E. Clarity of Proposal	10
F. Results of Reference Checks	10

The City may also solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City of Birchwood Village.

**SELECTION PROCESS**

The Mayor and City council Members will evaluate and rank in writing all proposals, based on the evaluation criteria listed above. After written proposals have been reviewed, the top three firms selected for final evaluation, may be required to make an oral presentation of their proposal to the Mayor and City Council. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal and to see samples of previous work products; no power-point presentations are expected or desired. The meeting will take place at a regularly scheduled city council meeting. If awarded, an individual from your firm who is directly responsible for carrying out the contract should be present at the oral interview. Disclosure of a Proposer's fee(s) to another and any information derived from competing proposals is prohibited.

**OFFER EXPIRATION DATE**

Proposals in response to this RFP will be valid for 60 days from the proposal due date. The City reserves the right to ask for an extension of time if needed.

**CONDITIONS FOR PROPOSAL ACCEPTANCE**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety.

**OWNERSHIP OF MATERIALS**

All materials submitted in response to the RFP become the property of the City of Birchwood Village and supporting materials will not be returned. The City of Birchwood Village is not responsible for any costs incurred by the company in the preparation of the proposal or for presentation or related meeting time.

## **SERVICE AGREEMENT AND INSURANCE**

The successful service provider will be asked to enter into a service agreement and to provide a certificate of insurance showing coverage for liability, workers compensation, and automobile. The service agreement will contain a provision specifying a deadline for submitting invoices. Any invoices submitted for services not billed in accordance with the deadline may, at the sole discretion of the City, be considered invalid and payment may be refused. Any future relationship between the City Tree inspector and the City will be an “at will” relationship and may be terminated by either party, for any reason, following a 30-day notice.

## **INDEPENDENT CONTRACTOR STATUS**

The City Tree Inspector will not be an employee of the City and must meet the IRS requirements for designation as an independent contractor or firm.

## **CONFLICT OF INTEREST**

The City of Birchwood Village requires that service providers disclose conflicts of interest when they may occur. The City, at its discretion, may arrange for alternative third party support in such cases. In general, the city will not allow a tree removal service provider to conduct tree inspections recommending the removal of dead or diseased trees, nor to market any specific tree removal company to residents directly. Past or pending client relationships may or may not be determined to be conflicts, but should always be disclosed and discussed with the City.



*The City of Birchwood Village is an Equal Opportunity Employer*

# MEMORANDUM

DATE: 9/29/22

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TO: Mayor and City Council

FROM: Rebecca Kellen, City Administrator

COPIED: Mary Cahill

SUBJECT: Bookkeeper Hiring

## Birchwood Village

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On 9/29/22 Bookkeeper applicant Tom Nitti was interviewed by Mary Cahill and myself. Mr. Nitti seemed to have the qualifications, experience, and professionalism needed to successfully do the Bookkeeper position. Mr. Nitti did mention that he would like to work no more than 3 days a week on a regular basis. Upon Mary Cahill and my discussion, we believe this would not pose any significant problems with completing the workload. Based on the qualification of Mr. Tom Nitti Mary Cahill and myself recommend hiring him at \$23/hour.

City Administration recommends that the Mayor and City Council approve the hiring of Mr. Tom Nitti for the open bookkeeper position at \$23/hour, upon successful completion of the background check.

## Tom Nitti

6566 145<sup>th</sup> Circle North, Hugo, MN 55038  
(612) 308-6594  
tomnitti@yahoo.com

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### FINANCE AND ACCOUNTING PROFESSIONAL

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**Finance/Accounting professional with 30+ years of wide-ranging experience Industry background includes manufacturing and healthcare. Consistently rated as a strong performer and considered a key contributor by management and customers.**

- Dedicated, reliable and skilled at handling multiple tasks and projects simultaneously.
- Ability to work in a fast-paced environment.
- Effective problem solver and team player.
- Able to interact with colleagues at all levels.
- Strong communication skills, both written and oral.
- Proficient with Microsoft Excel, Essbase, Hyperion Planning plus various other applications

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### PROFESSIONAL EXPERIENCE

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**UNITEDHEALTHCARE, Edina, MN**

**2005 - 2020**

*Large and innovative healthcare management company serving over 45 million consumers.*

#### **Business Analyst – Workforce Strategy & Management**

- Key player on team assessing staffing levels for 9000 person clinical services group.
- Focus on cost containment where I developed an Excel tracking and reporting mechanism considered the source of truth for Clinical Services cost reduction status.
- Provided regular report outs to key business leads relative to their performance vs target and pipeline status.
- Partnered with project managers in creation of business cases used to support staffing decisions.

#### **Manager – Financial Planning and Analysis**

- Work with operational management to coordinate/develop annual budgets and quarterly reforecasts.
- Provide reporting/analysis/decision support for business segments with focus on SGA spending.
- Track headcounts and requisitions against approved targets to provide requisition control and authorization to hire.
- Track business reorganization impacts to targets; develop target transfers and budget adjustments.
- Responsible for monthly close for a \$280M shared services organization.

**Hill-Rom/Advanced Respiratory, Shoreview, MN****1999 - 2005***Advanced Respiratory was a \$50M medical device manufacturer acquired by Hill-Rom***Finance Director**

- Managed department of 35 employees including billers, collectors and insurance authorization administrators.
- Team processed 3000 claims, cash applications and account adjustments each week.
- Provided file administration services for over 50,000 patient files for the entire site.
- Responsible for site's monthly close process and all residual accounting activity since acquisition

**Accounting Manager**

- Managed day-to-day work direction for staff that included 4 employees.
- Maintenance of departmental budgets, monthly reporting and related variance analysis.
- Accounts Payable/Travel Accounting. Processed 400 vendor invoices and 100 expense reports each week.. Discovered and implemented a new travel system (Concur) that saved \$50K-\$100K per year. Signature authority to \$20K.
- Cost/Inventory. Oversee processes and systems for tracking materials from receiving to shipping. Directed annual physical inventory. Developed standard costs and provided analysis of manufacturing variances.
- General Books/Payroll. Full GL responsibility from source systems and sub-ledgers through financial statements. Did stock/option accounting and fixed asset accounting. Primary interface for external audit. Also supervised payroll processing via ADP payroll service.
- Tax. Prepared sales tax returns in 15 states. Estimated quarterly tax payments for federal and 40 states/local returns. Assisted in preparation of annual tax provision.
- Banking/Treasury. Responsible for \$3M+ of monthly cash disbursements via various systems. Managed cash levels moving money between savings and checking accounts as necessary. Program administrator for company credit cards.

**Manufacturer's Services LTD., Arden Hills, MN****1996 - 1999***\$100M printed circuit board subcontractor.***Accounting Manager**

- Managed staff of 5 employees.
- Developed Excel model for division's budgeting process. Included revenue/margins by product line, departmental expense build-ups, staffing levels and capital expenditures.
- Processed AP, Payroll, and Travel Accounting for 3 US Facilities.
- Reconciled intercompany books.
- Responsible for all billings and collections activity.
- Managed the division's cash planning.
- Played key role in development of our customer credit evaluation model.

**Unisys Corporation, Roseville, MN****1983 - 1996***250M computer manufacturing operation..***Variety of accounting/finance positions**

- Plant Cost Accountant. Exposure to entire manufacturing cost system with focus on inventory reconciliations.
- Plant Financial Analyst. Interfaced with departmental managers to compile annual and quarterly plant expense projections.
- Group Financial Analyst. Consolidated financial plans from multiple manufacturing sites. Analyzed volume changes, price variances, departmental expenses and resulting impact to group's P&L. Identified risks/opportunities in plant submissions.

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**EDUCATION**

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**B.S. Accounting**, St. John's University, Collegeville, MN, 1982.

**RE: 2023 Crack Seal - County Partnership with Birchwood**

Erin Clarkowski &lt;Erin.Clarkowski@co.washington.mn.us&gt;

Mon 9/12/2022 3:58 PM

To: 'Steven Thatcher' &lt;sthatcher@thatcher-eng.com&gt;

Cc: Rebecca Kellen &lt;Rebecca.Kellen@cityofbirchwood.com&gt;; Mary Wingfield (wingfield.mary@gmail.com) &lt;wingfield.mary@gmail.com&gt;

Ok – Rebecca & Mary, please let me know if you need any additional information from me to make a decision on this.

Thanks all!

Erin

**Erin Clarkowski, PE** | Engineer II  
Washington County Public Works  
11660 Myeron Road North, Stillwater, MN 55082  
Office: 651.430.4384  
Mobile: 651.468.7758

*A great place to live, work, and play...today and tomorrow*

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**From:** Steven Thatcher <sthatcher@thatcher-eng.com>  
**Sent:** Monday, September 12, 2022 3:48 PM  
**To:** Erin Clarkowski <Erin.Clarkowski@co.washington.mn.us>  
**Cc:** Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>; Mary Wingfield (wingfield.mary@gmail.com) <wingfield.mary@gmail.com>  
**Subject:** RE: 2023 Crack Seal - County Partnership with Birchwood

\*\*\*External message alert: This message originated from outside the Washington County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.\*\*\*

Hi Erin,

Thanks for the email.

I have not been involved with the city's street crack sealing program.

The person to check with is Rebecca Kellen, City Administrator, and Mary Wingfield, Mayor. Both are copied to this email.

Thanks again,  
Steve

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

6201 Creek Valley Road

Edina, MN 55439

Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: [www.thatcher-eng.com](http://www.thatcher-eng.com)

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**From:** Erin Clarkowski <[Erin.Clarkowski@co.washington.mn.us](mailto:Erin.Clarkowski@co.washington.mn.us)>  
**Sent:** Monday, September 12, 2022 10:56 AM  
**To:** Steven Thatcher <[sthatcher@thatcher-eng.com](mailto:sthatcher@thatcher-eng.com)>  
**Subject:** 2023 Crack Seal - County Partnership with Birchwood

Good morning Steve,

I am a project manager with Washington County Public Works. The County is starting to think about our upcoming 2023 crack sealing package and I am reaching out to see if Birchwood is interested in partnering with the County to add any City crack sealing needs to the County's project. We bid this project by the pound of material placed with a route and seal method. This year (2022) the lowest responsible contractor came in at \$2.10/lb. On top of that, the County includes a lump sum for mobilization, traffic control, street sweeping, and a police officer in the bid. The County requires police officers at all signalized intersections to help with traffic control. It is noted that the County does not use prevailing wages or state funds on this project.

The City would pay for their portion of the contract cost.

If the City is interested in this project partnership for 2023, please let me know by the end of October. We'd like to have a location list finalized by the middle of December so we can go out to bid at the beginning of the year.

Thanks!

Erin

**Erin Clarkowski, PE** | Engineer II  
Washington County Public Works  
11660 Myeron Road North, Stillwater, MN 55082  
Office: 651.430.4384  
Mobile: 651.468.7758

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