

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: 10/3/2021

Dock Association Name: Birchwood Dock Association

Dock Association Contact Person: Dana Klimp

Dock Association Contact Phone: 651-653-1184

Dock Association Officers:

President: Dana Klimp **Phone:** 651-653-1184

Vice President: Nick Nephew **Phone:** 612-269-3492

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

Treasurer: Lynn Hanson **Phone:** 651-426-8567

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

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 - Spring Meeting - April 7th, 2021

Spring Balance - April 7th, 2021		\$ 38,512.82
		\$ 38,512.82
Ash Decking Estimated Cost - April 2021	\$ (4,656.82)	\$ 33,856.00
Birchwood Village - 22 Slips @ \$750 - 2021 Season	\$ (16,500.00)	\$ 17,356.00
Dock Instal - Spring	\$ (3,500.00)	\$ 13,856.00
Dock Out - Fall	\$ (3,500.00)	\$ 10,356.00
Wait List Deposits Held - 13 @ \$200	\$ (2,600.00)	\$ 7,756.00
		\$ 7,756.00
		\$ 7,756.00
Estimated Working Capital - Fall 2021		\$ 7,756.00

Treasures Report - Fall Meeting - September 18th, 2021

Spring Balance - April 7th, 2021		\$ 38,512.82
City of Birchwood	(16,500.00)	\$ 22,012.82
Deposits	480.00	\$ 22,492.82
Dock Install	(3,450.00)	\$ 19,042.82
Dock Improvements	(4,068.52)	\$ 14,974.30
Service Sharges	(25.00)	\$ 14,949.30
Office Supplies	(124.63)	\$ 14,824.67
Balance September 7th, 2021		\$ 14,824.67
Wait Slips Deposits Hels 13 @ \$200	(2,600.00)	\$ 12,224.67
Dock Out Estimate	(3,500.00)	\$ 8,724.67
Insurance Estimate	(2,500.00)	\$ 6,224.67
WBLCD Application Estimate	(900.00)	\$ 5,324.67
		\$ 5,324.67
Estimated Working Capital - Spring 2022		\$ 5,324.67

Fall Meeting - 2022 Budget
22 Slips Used - 2021 - City Fee \$750

Annual	Dues	City	
Non Slip	Dock Slip Fee	Dock & Slip Fee	Slip/Storage Fee
\$ 35.00	\$ 1,300	\$ 1,300.00	\$ 750

Dock - Boats	Applied for		Dock Only Members	Slips used 2022		2011 Slip Fees	Association	Assoc + City
Ash - 8	6	\$ 180.00		5	5	\$ 685.00	\$	985.00
Birch - 10	8	\$ 300.00		8	8	\$ 685.00	\$	985.00
Elm - 6	4	\$ 60.00		2	2	\$ 650.00	\$	950.00
Dellwood - 8	7	\$ 240.00		7	7	\$ 650.00	\$	950.00
Kay - 0						\$ 650.00	\$	950.00
32 Boats	25	\$ 780.00	10	22	22	\$ 650.00	\$	950.00
			\$ 350	\$ 28,600	\$ 28,600	\$ 1,300.00	\$	1,300.00
						\$ 1,300.00	\$	1,300.00
						\$ 1,300.00	\$	1,300.00
						\$ 1,300.00	\$	1,300.00
						\$ 1,300.00	\$	1,300.00
						\$ 1,300.00	\$	1,300.00
						\$ 1,300.00	\$	1,300.00

<u>City Revenue</u>	
City Dock Fee	
City Slip Fee \$650	\$ 14,300
Storage \$100	\$ 2,200
City Revenue	\$ 16,500

<u>Assoc. Expenses</u>	
WBLCD -Docks - 25 Boats	\$ 900
Insurance	\$ 2,400
Dock & Lifts in / out	\$ 6,900
Dock Purchase Funding	\$ 2,000
City Slip/Storage Fees	\$ 16,500
Office Supplies - Postage	\$ 150
Dock Maint. / Misc.	\$ 150
Assoc. Expenses	\$ 29,000

<u>Assoc. Revenue</u>	
Dock Only Dues	\$ 350
Slip Fees	\$ 28,600
Assoc. Revenue	\$ 28,950
Assoc. Expenses	\$ 29,000
Budget Balance	\$ (50)

BDA Meeting

April 17, 2021 Zoom Call

President Heiden opened the meeting at 9:33 am.

Minutes of October 3, 2020 meeting were approved.

Treasurer Report (separate document)

Balance at 4/7/21 is approximately \$38,000.

Dock slip fee will remain at \$1,300 for 2021.

Boat Slip Assignments & Waitlist

22 slips filled for the 2021 season. Full for 2021.

There is one new slip holder at Dellwood.

The Nephews only had a partial season in 2020 due to water levels, so 2021 will be treated as season one for them.

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

Dock In Date

The docks will be in between April 20-26. This is about one week earlier than 2020 dock in date.

Dock Managers:

Elm – Dana Klimp

Ash – Sara & Nick Nephew

Dellwood – Steve Standish

Birch – Claudio Danus

Closing Notes

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

Other Notes:

Meeting attendees included David Heiden, Dana Klimp, Lynn Hanson, Alicia Jackola, Claudio Danus, Chris Sorenson, Curtis Schuler, Dick Galena, Dyanne Ross-Hanson, Houstoun Clinch, Jason Tell, John Arlanson, Mark, Mark Greseth, Sara & Nick Nephew, Stephen Ferry

Meeting adjourned at 10:00am

Submitted by Alicia Jackola, Secretary

BDA Meeting

September 18, 2021 Zoom Call

President Heiden opened the meeting at 9:35 am.

Minutes of April 17, 2021 meeting were approved.

Old Business Review

Review of dock configuration:

Birch – keep at eight slips (all full in 2021)

Ash – keep at six slips (all full in 2021)

Elm – keep two straight slips (full in 2021) and could possibly use additional two spaces for a jet ski

Dellwood – keep seven slips (all full in 2021)

Treasurer Report (separate document)

Balance at 9/7/21 is approximately \$15,000.

Dock out estimated at \$3,400.

Plan to keep dock slip fee at \$1,300 for 2022. No change from 2021.

Discussed next set of docking to be purchased.

2022 budget was proposed and approved.

New Business Review

Boat Slip Assignments & Waitlist

Slips were filled for the 2021 season.

There is one member at Ash and one member at Birch coming off for the 2022 season.

Waitlist remains for Birch, Dellwood and Ash. 12 waitlists currently.

Dock Out Date

There is no specific date set yet. The 2020 dock out date was October 21. Anticipated dock out date to be similar for 2021.

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

Executive Board Nominations & Elections:

David Heiden & Dana Klimp are planning to retire from their positions of President & Vice President, respectively. Some discussion ensued about possible interested parties, some of which were not in attendance at the meeting. Therefore, it was determined that more time is necessary for nominations and elections to be held at a later date. Lynn Hanson and Alicia Jackola are willing to stay on as Treasurer and Secretary, respectively.

Sara Nephew suggested holding a few meetings with dock managers each year to get members more involved.

Dyanne Ross-Hanson stressed the importance of filling these positions so the Birchwood Dock Association stays in place.

Possible meeting to be held the week of October 18, 2021.

Other Notes:

Meeting attendees included David Heiden, Dana Klimp, Lynn Hanson, Alicia Jackola, Claudio Danus, Dick Galena, Dyanne Ross-Hanson, Jackie, Mark Foster, Melissa Loren, Paul Steinhauser, Sara & Nick Nephew

Meeting adjourned at 10:15am

Submitted by Alicia Jackola, Secretary

Birchwood Dock Association Officers - 2022

President

Dana Klimp
414 Birchwood Ct. 651-653-1184 danaklimp@comcast.net

Vice President

Nick Nephew
20 Birchwood Ave 612-269-3492

Treasurer

Lynn Hanson
700 Hall Ave. 612-209-3055 lhanson54@comcast.net

Secretary

Alicia Jackola
15 Oakridge Drive 612-214-3816 aliciajackola@hotmail.com

Member at Large

Jim Berg 651-260-9333 Jim@twincitiesmagic.com

Complaint Managers

Dana Klimp 651-653-1184

<u><i>Birchwood Dock</i></u>	<u><i>Association</i></u>	
<u><i>First Name</i></u>	<u><i>Last Name</i></u>	<u><i>Address</i></u>
1 John & Martha	Arlandson	19 Oakridge Dr.
2 Mick Hughes & Samantha	Arsenault	725 Birchwood Ave.
3 Peter & Michelle	Atakpu	201 Birchwood Ave.
4 Jim & Judy	Berg	889 Barbara Court
5 Ross & Donna	Cardozo	139 Birchwood Ave.
6 Houston	Clinch	164 Wildwood Ave.
7 Ben & Christine	Creagh	16 White Pine Lane
8 Sandy & Claudio	Danus	430 Wildwood Ave.
9 John	Elias	9 Oakhill Ct.
10 Joe & Casie	Evans	545 Wildwood Ave.
11 Randy & Jackie	Felt	286 Jay St.
12 Aaron Will & Tara	Fernholz	212 Birch Street
13 Stephen & Nancy	Ferry	191 Wildwood Ave.
14 David & Carol	Forsythe	624 Birchwood Ave.
15 Mark & Jill	Greseth	214 Wildwood Ave.
16 Lynn & Dyanne	Hanson	700 Hall Ave.
17 Tami	Heart	506 Wildwood Ave
18 David & Steph	Heiden	242 Wildwood
19 David	Howard	426 Birchwood Ct.
20 Andrew & Alicia	Jackola	15 Oakridge Drive
21 Wayne	Kazmierczak	140 Birchwood Ave
22 Dana & Lori	Klimp	414 Birchwood Ct
23 Jeremy Karas & Emily	Kubic	232 WildwoodAve.
24 Roger & Donna	Madison	158 Widwood Ave.
25 Ron	Malles	420 Wildwood Ave.
26 Laura	Manske	706 Birchwood Ave
27 John	McCormick	110 Birchwood Ave
28 Troy & Naomi	Morehead	505 Wildwood Ave
29 Trevor	Morehead	4 Five Oaks Ln.
30 Nich & Sara	Nephew	20 Birchwood Ave
31 Joshua & Melissa	Nerlien	27 Oakridge Dr.
32 Mark & Mary Jo	Schauffausen	262 Wildwood Ave.
33 Megan	Seifert	240 Wildwood Ave
34 Curt & Rachel	Schuler	22 Oakridge Dr
35 Chris	Sorenson	5 Oakridge Dr.
36 Stephen & Nancy	Standish	112 Cedar St.
37 Paul & Meryl	Steinhauser	600 Birchwood Ave.
38 Phil	Sutherlund	106 Wildwood Ave
39 Jennifer & Jason	Tell	697 Hall Ave.
40 Tyler & Ann	Theno	3980 E. County Line
41 Ted & Joanne	Thornquist	205 Wildwood Ave.

Updated

9/17/2021

2022 Birchwood Dock Association Slip Assignments

	Status	Name	Address	Seasons Completed (of 6)	Years Remaining
Ash (<19')					
1	assigned	Wayne Kazmierczak	140 Birchwood Ave	2	4
2	assigned	Roger Madison	158 Wildwood Ave	5	1
3	assigned	Nick & Sara Nephew	20 Birchwood Ave	1	5
4	Open			6	--
5	assigned	Chris Sorenson	5 Oakridge Dr	4	2
Birch (<22')					
1	Open			6	--
2	assigned	Lynn Hanson	700 Hall Ave	3	3
3	assigned	Troy Morehead	505 Wildwood Ave	2	4
4	assigned	Curt & Rachel Schuler	22 Oakridge Dr	2	4
5	assigned	Claudio Danus	430 Wildwood Ave	4	2
6	assigned	Andrew & Alicia Jackola	15 Oakridge Dr	2	4
7	assigned	Aaron Will	212 Birch St	2	4
8	assigned	Mark & Jill Greseth	214 Wildwood Ave	4	2
Dellwood (<19')					
1	assigned	Megan Seifert	240 Wildwood Ave	3	3
2	assigned	Jason Tell	697 Hall Ave	1	5
3	assigned	Paul Steinhauser	600 Birchwood Ave	5	1
4	assigned	Nancy Standish	112 Cedar Street	2	4
5	assigned	John Arlandson	19 Oakridge Dr	4	2
6	assigned	Tyler Theno	3980 E County Line	2	4
7	assigned	Mick Hughes	725 Birchwood Ave	2	4
Elm (<19')					
1	assigned	John Elias	9 Oakhill Ct	5	1
2	assigned	Dana & Lori Klimp	414 Birchwood Cts	5	1

2
Open

20
Spaces Used

**Birchwood Docks Association
2021 Wait List**

**Updated
9/21/2021**

Current Position	Name	Address	Easement Desired
1	Laura Manske	706 Birchwood Ave	
2	John McCormick	110 Birchwood Ave	
3	Phil Sutherland	106 Wildwood Ave	
4	Tami Heart	506 Wildwood Ave	
5	David Howard	426 Birchwood Ct.	Birch
6	Donna Cardozo	139 Birchwood Ave	Ash
7	Mark and Mary Jo Schaffhausen	262 Wildwood Ave	Dellwood
8	Trevor Morehead	4 Five Oaks Lane	Dellwood
9	Ben Creagh	16 White Pine Lan	Birch
10	Joe and Cassie Evans	545 Wildwood Ave	Dellwood
11	Michelle Atakpu	201 Birchwood Ave	Birch
12	David Forsythe	624 Birchwood Ave	Birch
13	Joshua Nerlien	27 Oakridge Dr	Birch
14	Mary and Chris Rollinger	305 Jay Street	Birch

2021 Assigned Slips

Former Position	Name	Address	Assignment
3	Jennifer and Jason Tell	697 Hall Ave	Dellwood



Revised 7/18/19

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

Office Use Only			
Application Number: _____	Other permits obtained	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date Received in Office _____	Insurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Amount of Fee Received \$ _____	Balance Due \$ _____		
Approval Date _____	Conditions/Stipulations	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

1. STATUS New Renewal--Identical to last year
 Renewal--Changed from last year

(NOTE: All next year renewals are due by October 15 this year, to avoid Late Fee.)

2020-2021 Changes: Additional slips at Birch and Dellwood

2. SITE OWNER INFORMATION:

Name City of Birchwood Village Day Phone _____
 Street Address 207 Birchwood Ave Evening Phone _____
 City Birchwood Village State MN Zip 55110
 Email: _____

3. APPLICANT INFORMATION (if different from owner)

Name Birchwood Dock Association. David Heiden Day Phone 651-653-1184
 Street Address 414 Birchwood Ct Evening Phone _____
 City Birchwood Village State MN Zip 55110

[The above site information describes property which is riparian to White Bear Lake; and applies pursuant to White Bear Lake Conservation District's Ordinance #5/12 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):

Name _____ Full List Attached Day Phone _____
 Mailing Address _____ Evening Phone _____
 City _____ State _____ Zip _____

Name _____ Day Phone _____
 Mailing Address _____ Evening Phone _____
 City _____ State _____ Zip _____

South or East Owner(s):

Name _____ Day Phone _____
 Mailing Address _____ Evening Phone _____
 City _____ State _____ Zip _____

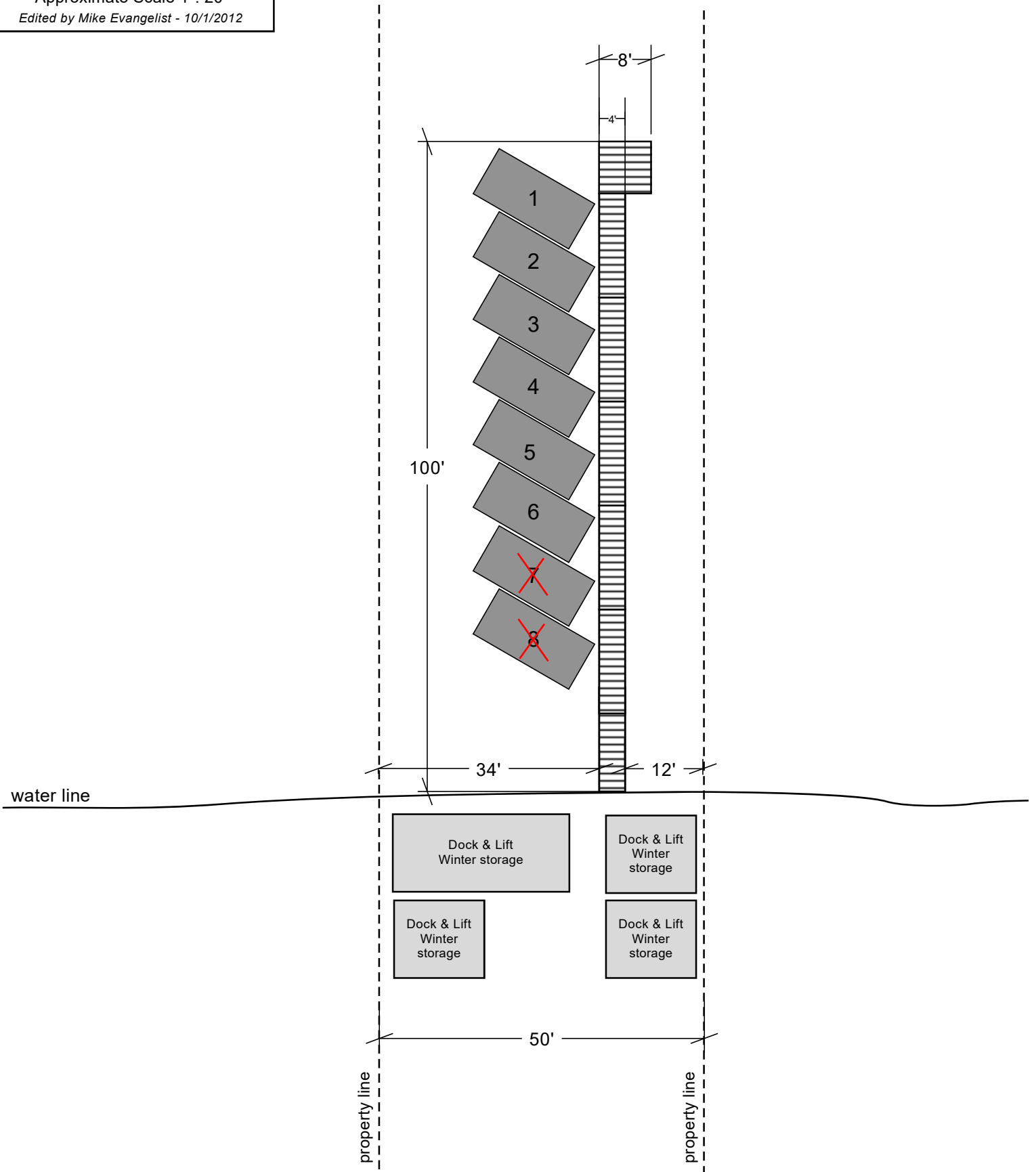
Name _____ Day Phone _____
 Mailing Address _____ Evening Phone _____
 City _____ State _____ Zip _____

Any other affected parties

Name _____ Day Phone _____
 Mailing Address _____ Evening Phone _____
 City _____ State _____ Zip _____

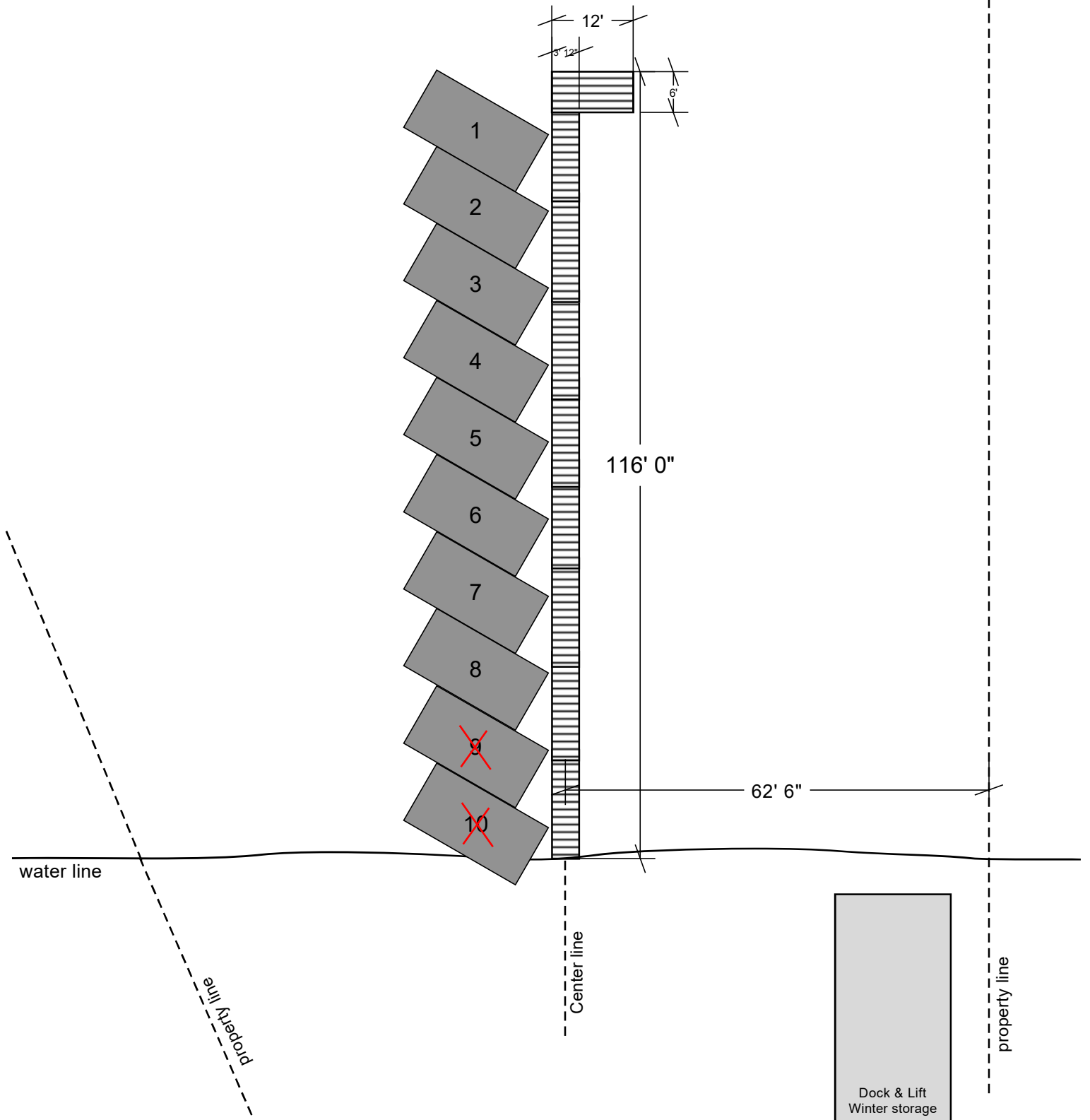
Ash Beach

Approximate Scale 1": 20'
Edited by Mike Evangelist - 10/1/2012



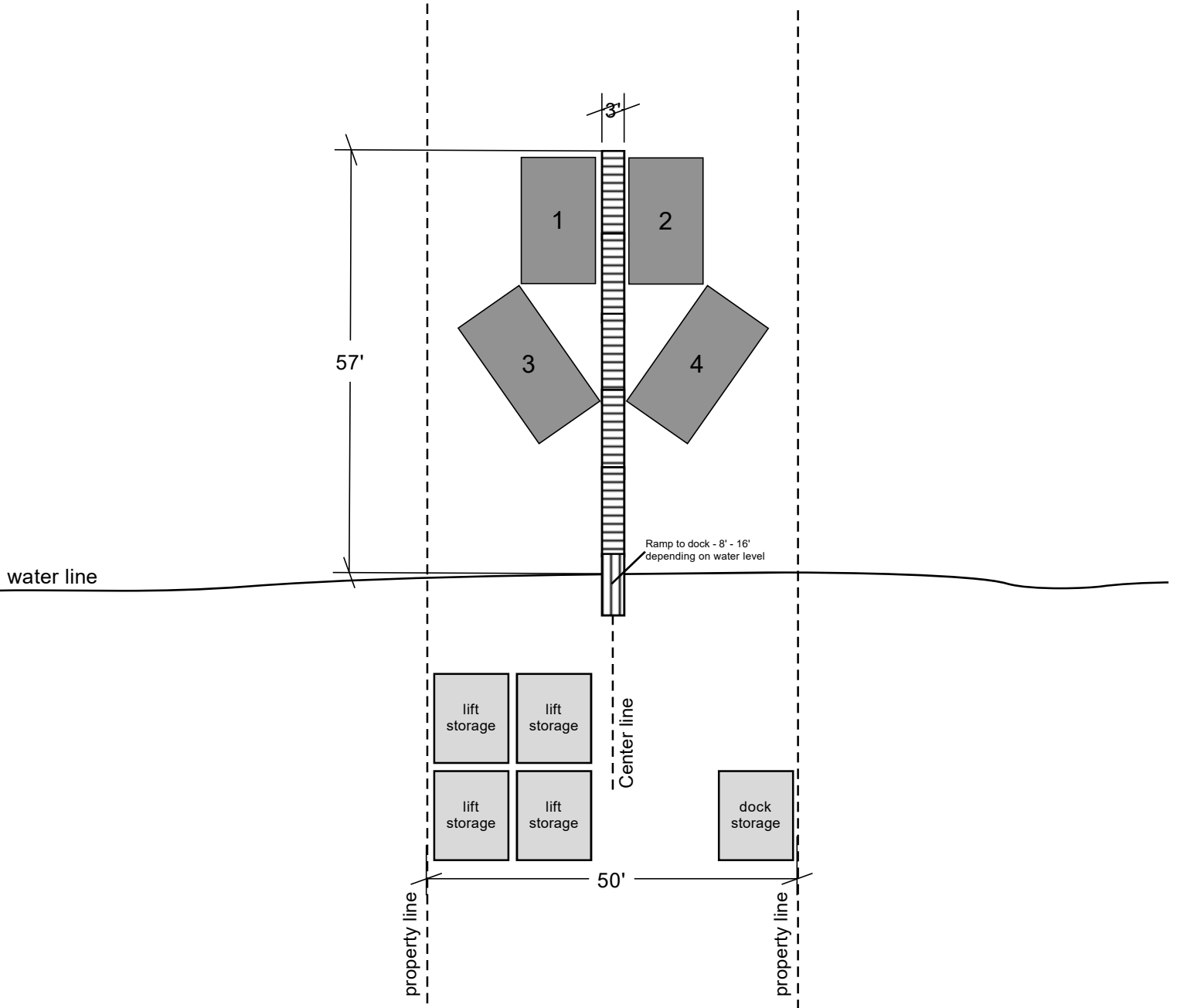
Birch Beach

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



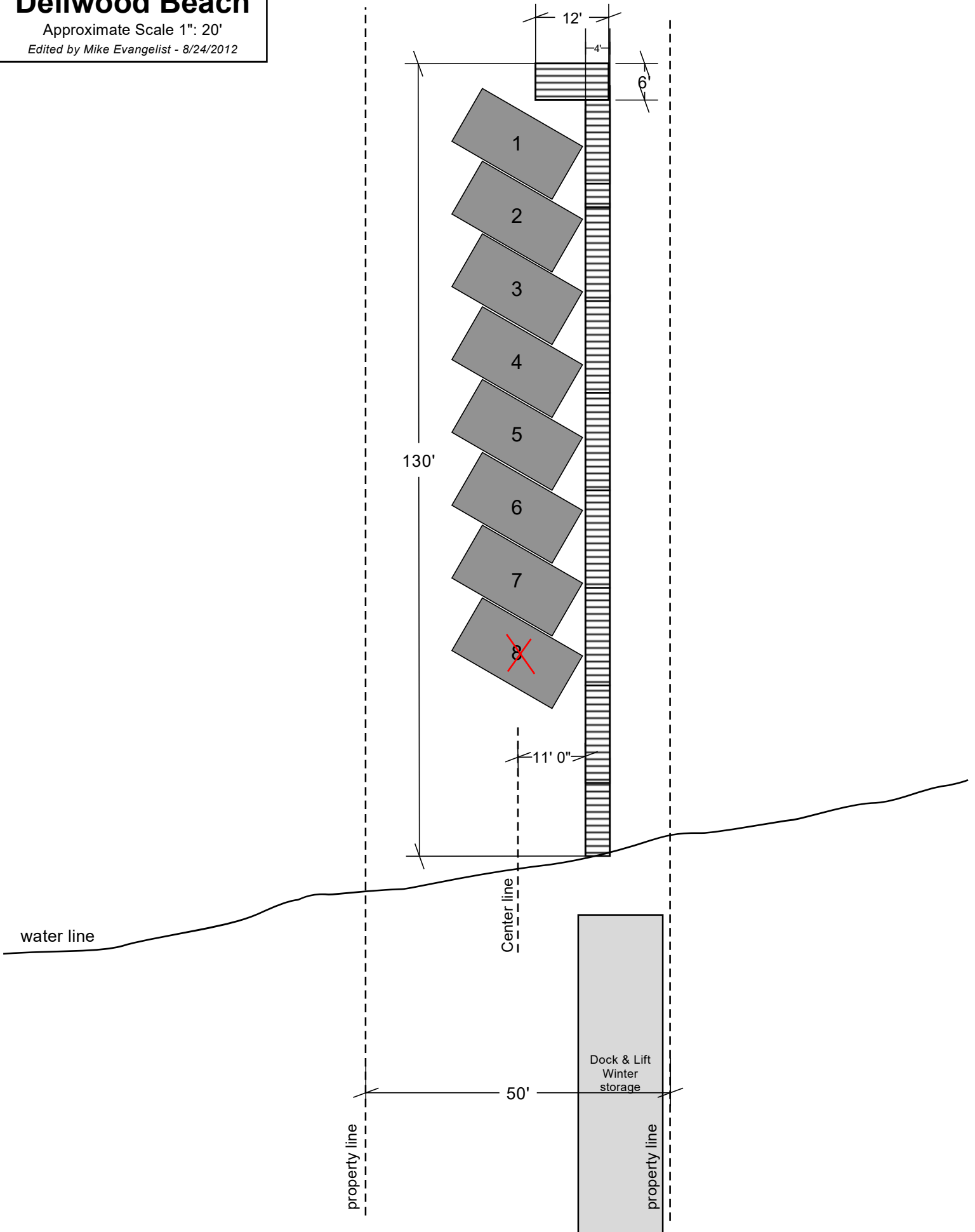
Elm Beach

Approximate Scale 1": 20'
Edited by Mike Evangelist - 10/1/2012



Dellwood Beach

Approximate Scale 1": 20'
Edited by Mike Evangelist - 8/24/2012



Updated 9-28-2020

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	James & Patsy	Ramberg	131 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
2	Ross & Evanna	Judkins	135 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
3	John	Kruse	139 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
4	Cameron	Sigecan	143 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
5	Suzanne	Walfoort	145 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
6	Robert	Watkins	153 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
7	Roger & Mary	Kurtz	159 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
8	Timothy	Ehlenz	161 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor
9	Steven & Nancy	Ferry	191 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
10	Nancy	Calderon	195 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
11	Keri	Pakonen	199 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
12	Thomas & Susan	Schway	201 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
13	Ted & Joanne	Thornquist	205 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
14	Richard	Galena	217 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
15	Richard & Janet	Christan	221 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor
16	Kenneth	Broen	243 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
17	Trude	Harmon	251 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
18	Craig & Peggy	Witthaus	259 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
19	Brian	Kraft	267 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
20	Ellen Maas & Len	Pratt	301 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
21	Darren & Amy	DeYoung	309 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
22	Ralph	Liebsch	315 Wildwood Ave.	Birchwood	MN	55101	Elm - Neighbor
23	Paul	Edwards	321 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor
24	Terry & Jessica	Granec	363 Lakewood Lane	Birchwood	MN	55110	Dellwood -Neighbor
25	Sharon	Muellerleile	365 Lakewood Lane	Birchwood	MN	55110	Dellwood -Neighbor
26	Anthony & Christina	Demars	407 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor
27	Jerry Carlson & Jackie	Jarosz	409 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor
28	Kathleen	Madore	413 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor
29	Coyleen	Davidson	425 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor

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 letter of compliance from the municipality in which the access to or the dock, ramp or mooring is located explaining all required permits, licenses and approvals have been obtained,

Ash Beach – Birchwood Village will allow 8 Maximum- Applying for 6

9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:

<u>By Location</u>		<u>By Use</u>	
At slips	_____ 6 _____	For rent, lease, etc.	_____
At slides	_____	For service work	_____
At lifts	_____	For company use	_____
At moorings	_____	For private use	_____ 6 _____
At tie-ons	_____	For transient use	_____
At off-lake storage	_____	Other (describe)	_____
Other (describe)	_____		
TOTAL	_____ 6 _____	TOTAL	_____ 6 _____

10. SITE INFORMATION:

Site lake frontage = _____ 50' _____
 Water depth 100 feet from shore = _____
 200 feet from shore = _____
 300 feet from shore = _____
 Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date) _____
 (to be filled in by WBLCD)

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

- | | |
|---------------------------------------|---|
| <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 |

Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Ash Beach Easement*

- A. Total dock or structure length 100' ft.
- B. Length into the lake from water's edge
(including T's and L's) 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'
 - 3. Other projection(s) _____

13. ADJOINING PROPERTY OWNERS' INFORMATION:

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

14. INSURANCE:

Yes No We have Public liability insurance. Amount \$ 2,000,000
Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.
Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ <u>120</u>
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 180

Ash Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April DUE IN APRIL \$ _____

and final 1/2 (or adjusted balance) by the end of August of this license year. DUE END OF AUGUST \$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE Yes No

If so, License Fee is \$5,000.00 \$ _____

Annual Renewal is \$1,000 \$ _____

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 letter of compliance from the municipality in which the access to or the dock, ramp or mooring is located explaining all required permits, licenses and approvals have been obtained,

Birch Beach – Birchwood Village will allow 10 Maximum- Applying for 8

9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:

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

10. SITE INFORMATION:

Site lake frontage = 125'
Water depth 100 feet from shore = _____
200 feet from shore = _____
300 feet from shore = _____
Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date) _____ (to be filled in by WBLCD)

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

- | | |
|---------------------------------------|---|
| <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 |

Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Birch Beach Easement*

- A. Total dock or structure length 116' ft.
- B. Length into the lake from water's edge
(including T's and L's) 116' 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 8'
 - 3. Other projection(s) _____

13. ADJOINING PROPERTY OWNERS' INFORMATION:

- A. Distance from (including ends of T's and L's)
immediate property lines
North / West 60' ft.
South / East 60' ft.
- A. Distance from (including ends of T's and L's)
adjoining docks.
North / West _____ ft.
South / East _____ ft.
- C. Lake frontage size of adjoining property owners
North / West _____ ft.
South / East _____ ft.

14. INSURANCE:

Yes No We have Public liability insurance. Amount \$ 2,000,000
Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.
Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ <u>240</u>
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 300

Birch Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April DUE IN APRIL \$ _____

and final 1/2 (or adjusted balance) by the end of August of this license year. DUE END OF AUGUST \$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

Annual Renewal is \$1,000 \$ _____

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 letter of compliance from the municipality in which the access to or the dock, ramp or mooring is located explaining all required permits, licenses and approvals have been obtained,

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

10. SITE INFORMATION:

Site lake frontage = 50'
 Water depth 100 feet from shore = _____
 200 feet from shore = _____
 300 feet from shore = _____
 Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date) _____
 (to be filled in by WBLCD)

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

- | | |
|---------------------------------------|---|
| <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 |

Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Elm Beach Easement*

- A. Total dock or structure length 57' ft.
B. Length into the lake from water's edge
(including T's and L's) 57' 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 (including ends of T's and L's)
immediate property lines
North / West 23' ft.
South / East 23' ft.
A. Distance from (including ends of T's and L's)
adjoining docks.
North / West _____ ft.
South / East _____ ft.
C. Lake frontage size of adjoining property owners
North / West _____ ft.
South / East _____ ft.

14. INSURANCE:

Yes No We have Public liability insurance. Amount \$ 2,000,000
Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.
Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ _____
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 60

Elm Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April DUE IN APRIL \$ _____

and final 1/2 (or adjusted balance) by the end of August of this license year. DUE END OF AUGUST \$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

Annual Renewal is \$1,000 \$ _____

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 letter of compliance from the municipality in which the access to or the dock, ramp or mooring is located explaining all required permits, licenses and approvals have been obtained,

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)	_____		
TOTAL	7	TOTAL	7

10. SITE INFORMATION:

Site lake frontage = 50'
 Water depth 100 feet from shore = _____
 200 feet from shore = _____
 300 feet from shore = _____
 Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date) _____
 (to be filled in by WBLCD)

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

- | | |
|---------------------------------------|---|
| <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 |

Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Dellwood Beach Easement*

- A. Total dock or structure length 130' ft.
B. Length into the lake from water's edge
(including T's and L's) 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 8'
3. Other projection(s) _____

13. ADJOINING PROPERTY OWNERS' INFORMATION:

- A. Distance from (including ends of T's and L's)
immediate property lines
North / West 28' ft.
South / East 10' ft.
A. Distance from (including ends of T's and L's)
adjoining docks.
North / West _____ ft.
South / East _____ ft.
C. Lake frontage size of adjoining property owners
North / West _____ ft.
South / East _____ ft.

14. INSURANCE:

Yes No We have Public liability insurance. Amount \$ 2,000,000
Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.
Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ <u>180</u>
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 240

Dellwood Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April DUE IN APRIL \$ _____

and final 1/2 (or adjusted balance) by the end of August of this license year. DUE END OF AUGUST \$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

Annual Renewal is \$1,000 \$ _____

TOTAL ENCLOSED \$ _____

Birchwood Dock Association
2022
Boating Season
WBLCD
Application Fee

<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
			WBLCD FEE	\$ 780

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: _____ Date 03OCT2020

Print name and title Dana Klimp, President Phone 651-653-1184

Relationship to riparian owner _____

Any questions, call Administrative Secretary at (651) 429-8520
Email: wblcd@msn.com web page <http://www.wblcd.org>
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
White Bear Lake, MN 55110
(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall, council chambers)

CONTRACT FOR DOCK MANAGEMENT

This Contract, made and entered into this 12th day of October 2021, by and between The City of Birchwood Village (hereinafter referred to as the “City”), a municipal corporation organized under the laws of the state of Minnesota with offices at, 207 Birchwood Ave, Birchwood, MN 55110, and The Birchwood Dock Association (hereinafter referred to as the “Contractor”), a Minnesota corporation, with offices at 242 Wildwood Avenue, Birchwood, MN 55110.

WHEREAS, the City has exclusive jurisdiction of and to its shore-land public easements abutting White Bear Lake and,

WHEREAS, the City manages those easements in the interest of the public and specifically to provide bathing and boating access to White Bear Lake and,

WHEREAS, the City has adopted in its Municipal Code, Chapter 617, a local Ordinance guiding the management of those easements abutting White Bear Lake and,

WHEREAS, the City has the authority, pursuant to Chapter 617, to contract with a third party vendor to prosecute the management of the easements abutting White Bear Lake including but not limited to the management of docks that are placed on said easements and,

WHEREAS, the Contractor was organized specifically to manage the docks that are placed on the public easements abutting White Bear Lake and,

WHEREAS, both parties believe it is in their mutual and best interest to enter into agreement for the provisions of dock management at the City’s designated public lake tracts 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 The City of Birchwood Village, and the Birchwood Dock Association.
- 2. Recitals.** The above recitals are hereby incorporated into this Agreement by reference.
- 3. Term.** The term of this Contract shall be from the day of execution until October 31st, 2022. This contract may be renewed after expiration of the initial term upon agreement of the parties.
 - 3.1 Equipment Provided.** The Contractor shall provide all equipment necessary to administer the contract without contribution by City in any way except by special agreement in writing.
 - 3.2 Storage.** The Contractor is responsible for providing for storage of its materials except that the City shall provide a location onsite that is accessible to the Contractor for storage

of the docks and boat lifts when off-season and not installed during the boating season, nominally from October to May.

3.3 Direction. Deployment of resources will be at the sole discretion of the Contractor so long as consistent with the requirement of Chapter 617 of the Birchwood Village City Code.

3.4 Remuneration. The Contractor shall be charged at the following rate:

3.4.1 \$750 (\$650 per slip permitted plus \$100 per stored boat lift) payable in full by April 1 of the boating season. In the event of low water, the fee shall be at least the fee amount multiplied by the number of boat slip users at the end of the previous boating season or the number of boat slip users for the following boating season, whichever is greater.

4. Performance Standards and Operation

4.1 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 who are responsible for the damages.

4.2 Customer Notice. The Contractor shall be responsible for advising and monitoring individual slip holders regarding their duty to safeguard their personal property from damage.

4.3 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 and the City shall not be held responsible for injury or death of Contractor personnel.

4.4 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 management of the docks. The full text of Ordinance 617 is attached hereto as Exhibit A and incorporated by reference. Any terms that conflict shall be resolved in favor of the meaning and intent of the Ordinance.

4.5 Licenses. The Contractor shall maintain always all licenses required by state, county, and local government for the services, including proper licensing for all personnel employed or contracted by the Contractor.

4.6 Complaints. Complaint procedure is addressed by the City Code, Section 617.460 and the Contractor shall establish and maintain an office with supervision and a telephone number for accepting complaints and other calls. The address and telephone number of such office shall be provided to the City, and the Contractor shall promptly notify the City in writing of any changes in either. The Contractor shall respond to all calls and

complaints promptly and courteously. The Contractor shall maintain a written record of all complaints received and the action taken in response.

5. **Contact Person.** It is expected that the City's primary contact with the Contractor shall occur via its president. In the event that s/he is known or expected to be unavailable to accept communications from the City, then the Contractor shall provide an alternative contact person's name and phone number for such purposes.
6. **Payment.** For complete and satisfactory performance of the duties and actions assigned to the Contractor within this agreement, the Contractor is permitted to collect additional fees of slip holders as determined by the Contractor.
7. **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 City 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 City's employees, if any.
8. **Notice to parties.** Notices required to be provided pursuant to this Contract shall be given by United States Mail to the following addresses, by personal service, or fax, or by e-mail if the parties agree:

To the Contractor:	To the Owner:
BDA (Auth. Agent) 242 Wildwood Avenue Birchwood, MN 55110	City Administrator City of Birchwood Village 207 Birchwood Avenue Birchwood, MN 55110 Phone: 651-426-3403

9. **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 Comm. Liability: \$2,000,000/\$2,000,000
 - Worker's Comp (if applicable): Per Statute or \$500,000 per injury, whichever is greater

Any lapse of insurance coverage shall be cause for the City 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.

- 10. Indemnity.** The Parties agree to defend, indemnify and hold harmless each other, their agents, officers, and employees from any and all demands, 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 including loss of use from any cause whatsoever, which may be asserted against the Party on account of any act or omission, including negligence of the Party or the Party's employees or agents, in connection with their performance. The Parties agree to defend any action brought against the other on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith. Contractor shall provide for the City to be named as an additional insured on its Declarations Page and provide the same to the City within 14 days of this Agreement being fully-executed. Additionally, Contractor shall ensure that any Cancellations or changes of Endorsement communications are copied to City during the active terms of the Agreement
- 11. 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 City. Any attempt to assign or transfer or subcontract this Contract in whole or in part without prior approval of the City shall be grounds for immediate termination of the Contract.
- 12. 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 City to cancel this Contract.
- 13. 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.
- 14. 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 City 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.
- 15. Non-Conforming Services.** The acceptance by the City of any services non-conforming with the terms of this agreement or the foregoing by the City of any rights or remedies it is entitled to under the terms of this agreement shall not constitute a waiver of the City's rights to conforming services or any such rights or remedies in respect to any subsequent breach or default of the terms

of this agreement. The rights and remedies of the City provided or referred to under the terms of the agreement will be cumulative and not mutually exclusive.

16. Termination. This Contract shall terminate upon the expiration of the term as provided in Paragraph 3. Upon termination of the Contract, the relationship shall end, except for the damage obligations of the parties under Paragraph 4 and the indemnity obligations of the Contractor under Paragraph 10. 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 City may, upon written notice, immediately cancel this Contract in its entirety. The Contractor may terminate this Agreement at anytime in writing if the City fails to perform any of its requirements within this Agreement upon written notice of same.

16.1. Condition Upon Termination. Upon termination of this Agreement the Contractor shall vacate entirely, leaving no equipment or storage not otherwise agreed between the parties and agree to return premises, including all city-owned equipment, to the City in the same condition and repair as it was upon occupancy, except for reasonable wear and tear, but not including breakage or damage caused by the Contractor's actions or inaction.

17. 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 Village

By: _____
Andy Gonyou, Administrator

Dated: _____

By: _____
Mary Wingfield, Mayor

Dated: _____

Birchwood Dock Association

By: _____
David Heiden, President

Dated: _____