



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
September 13, 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. The White Bear Lake Area League of Woman Voters will hold a Candidate Forum from 6pm - 9pm on Monday, October 3rd, 2022.
- B. The Birchwood Dock Association will hold its 2022 Fall Meeting on Saturday, September 17th, 2022 from 9:30am – 10:30am.* (p. 3)
- C. Birchwood Village is hiring a bookkeeper for 20-30 hour a week at \$20-\$23/hour (DOQ). Application deadline is Friday, September 23rd.* (pp. 4-5)

CITY BUSINESS – CONSENT AGENDA

- D. Approve Treasurer’s Report* (pp. 6-23)
- E. Approve July Meeting Minutes* (pp. 24-31)
- F. Approve August Meeting Minutes* (pp. 32-39)
- G. Approve City Attorney Contract* (pp. 40-41)
- H. Approve Resolution 2022-12 – Approving State of Minnesota Joint Powers Agreement with the City of Birchwood Village on behalf of its City Attorney* (p. 42)
- I. Approve Birchwood Prosecuting Attorney Joint Powers Agreement* (pp. 43-49)
- J. Approve Birchwood Prosecuting Attorney Court Amendment* (pp. 50-59)
- K. Approve 2022 Deer Hunt Contract* (pp. 60-63)

CITY BUSINESS – REGULAR AGENDA

- A. Third Reading Ord. 2022-07-01, Amending Section 617* (pp. 64-65)
 - a. Public Hearing
 - b. Council Deliberation and Approval

* Denotes items that have supporting documentation provided

- c. Approval of Summary Publication for Ord. 2022-07-01, Amending Section 617
- B. Second Reading Ord. 2022-02-01, Adding Section 300.025, SWPPP Amendments/MS4 Permitting Requirements* (pp. 66-81)
 - a. Council Deliberation
 - b. Order Third Reading and Public Hearing
- C. City Hall Updates – Mayor Wingfield
 - a. Riprap Added to East Side
 - b. Seal Flashing on Storm Windows
- D. Special Parks Fund – Mayor Wingfield
 - a. Transfer \$15,000 from special parks fund for trees (install and removal), signage, bench installation, chipping, sand.
- E. 2023 Budget Proposal* (pp. 82-88)
 - a. Public Hearing
 - b. Council Deliberation
 - c. Approve for Submission
- F. Tree Inspection Update* (pp.89-96)
 - a. Public Land
 - b. Private Properties
- G. Fee Schedule Planning and Zoning Fees* (pp. 97-101)
 - a. Zoning
 - b. Plat Application Fees
- H. Administrator Updates
 - a. Water Meter Installation Update
 - b. Upcoming Workers Comp Audit* (p. 102) 1 pages

ADJOURN

* Denotes items that have supporting documentation provided

Birchwood Dock Association 2022 Fall Meeting

Saturday, September 17th: 9:30 am – 10:30am

Location: Village Hall

Hello Birchwood Neighbors, BDA boaters, members, waiting list,
It's time again for the Dock Association Fall meeting.

All Boating, Non-Boating Members and folks on waiting list are invited to join us as we set the
schedules for the rest of 2022 and make plans for the 2023 boating season.

Please attend, it will be great to be in person.

Hope to see & be with all of you on Sept 17th!

Dana Klimp, BDA President
414 Birchwood Ct.

The agenda for this meeting follows:

- Call to Order
 - Agenda Review
 - Old Business
 - Approve Spring Meeting Minutes
 - Summary of '22 activities
 - Treasurer's Report
 - New Business
 - 2023 dock application review (Ash, Birch, Elm, Dellwood)
 - Boat Slip Assignments & Wait List
 - Dock out Date
 - Please raise your lift all the way up!
 - Executive Board Nominations and Elections
 - 1-2 openings
 - Adjourn
-

2022 Dock Association Board of Directors:

Dana Klimp - President

Nick Nephew - Vice President

Alicia Jackola - Secretary

Lynn Hanson – Treasurer

Jim Berg – Member at Large

Non-boaters: Please consider becoming a voting member of the Association!
Please send this form with your **\$35 Annual Membership**.

First and Last Name:

Address:

Phone Number:

Email:

Please Mail: Birchwood Dock Association, 414 Birchwood Ct., Birchwood, MN 55110

City of Birchwood Village, Minnesota

POSITION JOB DESCRIPTION

Position Title: Bookkeeper
Department/Location: Administration/City Hall
Immediate Supervisor: Treasurer
Position & FLSA Status: Part-Time (20-30 hours/week)/Non-Exempt
Compensation: \$20-\$23 per hour (DOQ)
Application Deadline: September 23rd, 2022

Position Summary:

This position is responsible for processing daily financial transactions, maintaining accurate books and providing administrative support. This includes preparing reports, running payroll, bank deposits, invoicing, monthly bank reconciliation and assisting with other administrative duties for Birchwood Village. The work is performed under the general direction of the Mayor/City Council and is supervised by the Treasurer. This position will require 20 to 30 hours of work per week; additional time must be approved by the Mayor/City Council. The position does not include health benefits. It does include PERA benefits.

Essential Accountabilities and Job Responsibilities:

1. Coordinates the bi-weekly payroll process and related benefit submissions for the City.
2. Responsible for preparing quarterly and year-end payroll reports.
3. Prepare and process payment requests received by the City on a weekly basis.
4. Responsible for the recording of tax settlements and other general ledger receipts.
5. Responsible for reviewing and reconciling City bank statements.
6. Responsible for preparing, monitoring and inputting monthly revenues and expenditure statements.
7. Responsible for managing and maintaining the City's general ledger.
8. Perform other duties and assume other responsibilities as apparent or as assigned.
9. Cover office hours at City Hall as needed.

Knowledge, Abilities, and Skills:

1. Knowledge of municipal operations, organizations, and state statutes related to the operation of City government;
2. Knowledge of principles, practices, methods, and techniques of official record maintenance and retention;
3. Ability to communicate effectively both verbally and in writing.
4. Ability to develop and maintain effective working relationships with City Council, City staff, and the public; ability to deal with public relations problems courteously, effectively, and tactfully; keep the City Administrator informed of all matters she/he must know to perform their job responsibilities effectively.
5. Ability to exercise independent judgment and discretion in decision making with minimal supervision.
6. Ability to produce quality, accurate work. Must be able to detect and correct errors.
7. Proficient in the operation of personal computers, including but not limited to: Microsoft Windows and software programs such as Word, Excel, PowerPoint, Access, and Outlook.

Minimum Job Qualifications:

- College coursework or experience in business administration, finance, or a closely related field;
- Previous work-related experience with a municipal government agency in managing and administering local government finances.
- Must possess and maintain a valid driver’s license.

Or

Alternatives to the above qualifications as the City may find appropriate and acceptable

Desirable Job Qualifications:

- Bachelor’s degree in finance, business administration, public administration, or closely related field;
- Graduate and/or post-graduate degrees in business administration, public administration, juris doctor or closely related field;
- Two or more years of work experience and/or training with a municipal government agency; or an equivalent combination of education and experience.

Typical Work Environment:

Workspace is contained in a climate controlled, smoke-free office environment. Furniture, equipment, and filed records limit space within the office. Distracting noise levels may be present at times due to office machines, telephones, and conversations. Sections of the office area are open to the public. Opportunities to leave the immediate area may be limited to those occasions when other employees are available to monitor the area.

Physical Demands:

Work requires occasional lifting, reaching, and handling of files and reports. Frequent keyboard use involves repetitive motions of arms, wrists, and fingers. A moderate amount of time is spent moving within the building to communicate with staff and the public. Vision must be sufficient to read instructions and words and numbers on paper and computer screens. Work is very light, requiring exertion of up to 15 pounds of force occasionally to move printed materials or equipment.

Compensation:

Salary range is \$20-\$23 per hour; depends on qualifications (DOQ).

Application Requirements:

Applicants should submit a cover letter, resume, and at least two (2) references to info@cityofbirchwood.com or by mail to City Hall at 207 Birchwood Ave, Birchwood MN, 55110.

Position open until Sept 23rd, 2022.

This position description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the city and requirements of the job change.

The city of Birchwood Village is an Equal Opportunity Employer in compliance with the Americans with Disabilities Act. It will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

For the Period : 8/10/2022 To 9/5/2022

<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	\$718,025.37	\$28,971.07	\$132,397.84	\$614,598.60	\$634.50	\$86,939.96	\$700,904.06
Comp Plan Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$18,195.69	\$0.00	\$600.00	\$17,595.69	\$0.00	\$300.00	\$17,895.69
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	(\$13,748.66)	\$1,046.54	\$2,951.51	(\$15,653.63)	\$0.00	\$2,880.00	(\$12,773.63)
Sewer	\$87,050.29	\$1,499.63	\$3,923.43	\$84,626.49	\$0.00	\$2,194.41	\$86,820.90
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	\$0.00	\$524.15	\$0.00	\$0.00	\$524.15
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$923,227.84	\$31,517.24	\$139,872.78	\$814,872.30	\$634.50	\$92,314.37	\$906,552.17

_____ 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: 08/10/2022 To 09/05/2022

<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>
08/11/2022	Fabulous Fairlanes	32059	Music in the park 8/14/22	N	Recreation	210-45101-440-	\$ 300.00
	Total For Check	32059					\$ 300.00
08/11/2022	Harmonic Relief	32060	Music in the Park 08/14/2022	N	Recreation	210-45101-440-	\$ 300.00
	Total For Check	32060					\$ 300.00
08/11/2022	Hagstrom Builder	32061	Cancelled Building Permit 2022-28A- Refund 1/2 of the fee	N	Unallocated Expenditures	100-49201-810-	\$ 1,196.88
	Total For Check	32061					\$ 1,196.88
08/11/2022	White Bear Lake Area Historical Soc	32062*	Historical Plaques for Village	N	Parks	100-45207-430-	\$ 8,554.00
	Total For Check	32062					\$ 8,554.00
08/11/2022	Midwest Roofing, Siding & Windows,	32063	Escrow Refund- Building Permit # 53	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32063					\$ 3,000.00
08/11/2022	Midwest Roof and Solar	32064	Escrow Refund Building Permit # 2022-66	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32064					\$ 3,000.00
08/11/2022	Cahill, Mary	32065	Postage stamps	N	Postage/Postal Permits	605-41430-810-	\$ 504.00
	Total For Check	32065					\$ 504.00
08/17/2022	Payroll Period Ending 08/17/2022	32067	Doug Hough, Maintenance	N	Parks	100-45207-100-	\$ 607.99
	Total For Check	32067					\$ 607.99
08/17/2022	Payroll Period Ending 08/17/2022	32068	Rebecca Kellen, City Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,989.30
	Total For Check	32068					\$ 1,989.30
08/17/2022	Payroll Period Ending 08/17/2022	32069	Jackie Smith- Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 485.30
	Total For Check	32069					\$ 485.30
08/17/2022	Hough, Douglas	32070	Gas for lawn mowing	N	Parks	100-45207-220-	\$ 87.58
	Total For Check	32070					\$ 87.58

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08/17/2022	Stoltzman, Cris	32071*	Videography - Council Mtgs, 8/16/22, and training	N	Cable Eqpmt and Service	100-41950-314-	\$ 225.00
	Total For Check	32071					\$ 225.00
08/17/2022	Alltrade Construction Services, LLC	32072	***VOID\$3000.00***Escrow Refund- 1 Oakridge Dr	Y	Escrow Refunds	100-49250-810-8	\$ -
	Total For Check	32072					\$ -
08/17/2022	MENARD'S - OAKDALE	32073	Supplies- Mop	N	Office Operations Supplies	100-41911-400-	\$ 9.74
	Total For Check	32073					\$ 9.74
08/17/2022	Toshiba Business Solutions	32074	Printer Maintenance - 08/09/2022-09/08/2022	N	Office Operations Supplies	100-41911-314-	\$ 10.62
	Total For Check	32074					\$ 10.62
08/17/2022	AirFresh Industries, Inc.	32075*	Portable Restrooms-August Billing	N	Parks	100-45207-314-	\$ 162.50
	Total For Check	32075					\$ 162.50
08/17/2022	USS Minnesota One MT LLC	32076	Energy Charges - July	N	General Government Buildings and Plant	100-41940-380-	\$ 154.03
		32076			Sewer Utility	605-43190-380-	\$ 410.72
		32076				605-43190-380-	\$ 744.43
	Total For Check	32076					\$ 1,309.18
08/17/2022	IRS - US Treasury	EFT08122022A*	Federal Taxes - Q3 2022 - July Payment	N	Clerk - Treasurer	100-41401-100-	\$ 1,034.76
		EFT08122022A*				100-41401-100-	\$ 242.00
		EFT08122022A*				100-41401-100-	\$ 372.70
	Total For Check	EFT08122022A					\$ 1,649.46
08/25/2022	McCarthy, Jessa	32077	Escrow refund, BP # 2022-4, 515 Lake Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32077					\$ 3,000.00
08/25/2022	Muench, Travis	32078	Escrow refund, BP# 2022-5, 174 Birchwood Ave	N	Escrow Refunds	100-49250-810-	\$ 3,000.00
	Total For Check	32078					\$ 3,000.00
08/25/2022	Olson Construction and Remodeling,	32079	BP # 2022-15, Escrow refund, 29 Oakridge Dr	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32079					\$ 3,000.00

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08/25/2022	Werra, Melissa	32080	Escrow refund, BP # 2022-23A, 369 Wildwood Ave less permit fee of \$79.25 not paid	N	Unallocated Expenditures	100-49201-430-	\$(79.25)
		32080			Escrow Refunds	100-49250-810-	\$ 3,000.00
		32080					\$ 2,920.75
08/25/2022	10K	32081	escrow refund, BP # 2022-30A, 180 Cedar St	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32081					\$ 3,000.00
08/25/2022	Canyon Creek Construction, Inc	32082	Escrow Refund, BP # 2022-21B, 127 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32082					\$ 3,000.00
08/25/2022	Precise Exteriors, LLC	32083	Escrow Refund, BP # 2022-25, 255 Cedar St.	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32083					\$ 3,000.00
08/25/2022	Groundworks, Inc	32084	Escrow refund, BP # 2022-31, 176 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32084					\$ 3,000.00
08/25/2022	Nickolaus, Tony	32085	Escrow refund, BP # 2022-34, 117 Wildwood ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32085					\$ 3,000.00
08/25/2022	Husnik Homes	32086	Escrow Refund, BP# 2022-35, 629 Lake Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32086					\$ 3,000.00
08/25/2022	Libra, Brittany	32087	Escrow refund, BP # 2022-39, 157 Birchwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32087					\$ 3,000.00
08/25/2022	Bison Builders	32088	Escrow Refund, 2022-41, 505 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		32088					\$ 3,000.00
08/25/2022	Clear CutXteriors LLC	32089	Escrow Refund- Permit # 2022-51, 52, 61, 11 White Pine Lane, 25 Oakridge Dr, 160 Wildwood	N	Escrow Refunds	100-49250-810-8	\$ 9,000.00

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		Total For Check	32089				\$ 9,000.00
08/25/2022	Rick's Roofing and Siding, Inc	32090	Escrow refund # 2022-55,56,83,= 420, 429 Wildwood Ave & 418 Birchwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 9,000.00
		Total For Check	32090				\$ 9,000.00
08/25/2022	Built Strong Exteriors	32091	Escrow Refund, BP # 2022-57, 3870 E County line Rd	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32091				\$ 3,000.00
08/25/2022	Ashco Exteriors	32092	Escrow Refund BP # 2022-63, 512 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32092				\$ 3,000.00
08/25/2022	Sela Roofing and Remodeling	32093	Escrow Refund, BP# 2022-64, 7 Oakridge Dr	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32093				\$ 3,000.00
08/25/2022	All Around Property preservation	32094	Escrow Refund # BP # 2022-65, 2 Oakhill Dr	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32094				\$ 3,000.00
08/25/2022	Greatstone, Inc	32096	Escrow Refund, BP #2022-67, 471 Lake Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,500.00
		Total For Check	32096				\$ 3,500.00
08/25/2022	New Life Contracting	32097	Escrow Refund# 2022-73, 180 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32097				\$ 3,000.00
08/25/2022	ErC Construction Inc	32098	Escrow Refund # 2022-74, 295 Jay St.	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32098				\$ 3,000.00
08/25/2022	O'Hara	32099	Escrow Refund, BP# 2022-75, 619 Birchwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
		Total For Check	32099				\$ 3,000.00
08/25/2022	F Palomino Inc	32100	Escrow Refund, BP# 2022-78, 538 Hall Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00

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	Total For Check	32100					\$ 3,000.00
08/25/2022	Bear Roofing and Ext	32102	Escrow Refund, BP # 2022-84, 412 Birchwood Court	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32102					\$ 3,000.00
08/25/2022	William Hayes	32103	Escrow Refund, BP# 2022-85, 194 Wildwood Ave	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32103					\$ 3,000.00
08/30/2022	GovOffice	32114	Annual Hosting Fee 2022	N	General Government Buildings and Plant	100-41940-320-	\$ 570.00
	Total For Check	32114					\$ 570.00
08/30/2022	MN Department of Health	32115	Community Water Supply Connection Fee - Q2-2022	N	Water Utility	601-43180-437-	\$ 860.00
	Total For Check	32115					\$ 860.00
08/30/2022	MENARD'S - OAKDALE	32116	Supplies- for parks	N	Parks	100-45207-400-	\$ 38.39
		32116				100-45207-400-	\$ 10.68
	Total For Check	32116					\$ 49.07
08/30/2022	City of St. Anthony Village	32117	Q3 Utility Billing 2022	N	Financial Administration	605-41501-314-	\$ 2,194.41
	Total For Check	32117					\$ 2,194.41
08/30/2022	Xcel Energy	EFT08162022A*	210 Birchwood Unit Tower	N	Water Utility	601-43180-380-	\$ 16.21
	Total For Check	EFT08162022A					\$ 16.21
08/30/2022	Xcel Energy	EFT08162022B	407 Lake ave Unit Lift stations-06/19-07/19	N	Sewer Utility	605-43190-380-	\$ 36.80
	Total For Check	EFT08162022B					\$ 36.80
08/30/2022	Xcel Energy	EFT08162022C	200 Wildwood Ave-06/19-07/19	N	Sewer Utility	605-43190-380-	\$ 33.07
	Total For Check	EFT08162022C					\$ 33.07
08/30/2022	A T & T Mobility	EFT08222022A	Aug2-Sept 1	N	Water Utility	601-43180-382-	\$ 55.30
	Total For Check	EFT08222022A					\$ 55.30
08/30/2022	PERA	EFT08302022A	Retirement funds- Becky Kellen	N	Clerk - Treasurer	100-41401-121-	\$ 366.13
	Total For Check	EFT08302022A					\$ 366.13
08/30/2022	Xcel Energy	EFT08302022B	Street Lighting 07/03- 08/02	N	Street Lighting	100-43160-380-	\$ 1,488.78

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	Total For Check	EFT08302022B					\$ 1,488.78
08/31/2022	Payroll Period Ending 08/31/2022	32118	Jackie Smith, Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 516.32
	Total For Check	32118					\$ 516.32
08/31/2022	Payroll Period Ending 08/31/2022	32119	Rebecca Kellen, City Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 2,106.47
	Total For Check	32119					\$ 2,106.47
08/31/2022	Alltrade Construction Services, LLC	32120*	Escrow Refund - 1 Oakridge Dr, BP 2022-79	N	Escrow Refunds	100-49250-810-8	\$ 3,000.00
	Total For Check	32120					\$ 3,000.00
08/31/2022	MENARD'S - OAKDALE	32121*	Supplies- for parks, less rebate	N	Parks	100-45207-400-	\$ 71.77
		32121*				100-45207-400-	\$(13.67)
	Total For Check	32121					\$ 58.10
08/31/2022	Kellen, Rebecca	32122	Zoom	N	Unallocated Expenditures	100-49201-320-	\$ 16.09
	Total For Check	32122					\$ 16.09
08/31/2022	City of White Bear Lake Fire	32123	Fire Srvc - Aug 2022	N	Fire	100-42201-314-	\$ 2,737.08
	Total For Check	32123					\$ 2,737.08
08/31/2022	H.A. Kantrud, P.A.	32124	Attorney Services -Sep 2022	N	Legal Services	100-41601-300-	\$ 1,500.00
	Total For Check	32124					\$ 1,500.00
08/31/2022	Manship Plumbing & Heating Inc	32125	Standby - September, locates & water testing	N	Water Utility	601-43180-314-	\$ 700.00
		32125				601-43180-314-	\$ 720.00
		32125				601-43180-314-	\$ 360.00
		32125				601-43180-314-	\$ 240.00
	Total For Check	32125					\$ 2,020.00
08/31/2022	Payroll Period Ending 08/31/2022	32126	Doug Hough, Maintenance	N	Parks	100-45207-100-	\$ 81.59
	Total For Check	32126					\$ 81.59
09/02/2022	Greg's Tree Farm	32127	Trees for Hall and Bloomquist Park	N	Parks	100-45207-314-	\$ 4,265.00
	Total For Check	32127					\$ 4,265.00
09/02/2022	PERA	EFT08312022*	Retirement funds- Becky Kellen	N	Clerk - Treasurer	100-41401-121-	\$ 390.15
	Total For Check	EFT08312022					\$ 390.15

Fund Name: All Funds

Date Range: 08/10/2022 To 09/05/2022

<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>
09/05/2022	Payroll Period Ending 09/05/2022	32128	Mary Cahill, Assistant Treasurer	N	Clerk - Treasurer	100-41401-100-	\$ 251.23
	Total For Check	32128					\$ 251.23
09/05/2022	Kellen, Rebecca	32129	Job opening posting in Star Tribune	N	Unallocated Expenditures	100-49201-320-	\$ 360.00
	Total For Check	32129					\$ 360.00
09/05/2022	Minutes Solutions	32130*	Minutes for July 12 and Aug 16 meetings	N	MISCELLANEOUS	100-49001-300-	\$ 540.00
	Total For Check	32130					\$ 540.00
09/05/2022	Tennis Sanitation, LLC	32131	Recycling for Service Period: July-Aug	N	Recycle	100-43300-314-	\$ 2,760.00
	Total For Check	32131					\$ 2,760.00
09/05/2022	League of MN Cities	32132*	Membership Dues 2022-2023	N	City Training and Development	100-41914-433-	\$ 1,137.00
	Total For Check	32132					\$ 1,137.00
09/05/2022	Thatcher Engineering, Inc	32133*	City Engineer - engineering services	N	Engineer Service	100-41650-300-	\$ 850.00
		32133*				100-41650-300-	\$ 150.00
		32133*				100-41650-300-	\$ 450.00
	Total For Check	32133					\$ 1,450.00
09/05/2022	TSE, Inc. Work Account	32134*	Janitorial Services - August	N	General Government Buildings and Plant	100-41940-314-	\$ 25.00
		32134*				100-41940-314-	\$ 25.00
	Total For Check	32134					\$ 50.00
09/05/2022	Amazon	EFT08112022A	paper	N	Office Operations Supplies	100-41911-200-	\$ 49.99
	Total For Check	EFT08112022A					\$ 49.99
09/05/2022	Amazon	EFT08172022A	Dog Waste bags	N	Parks	100-45207-430-	\$ 101.69
	Total For Check	EFT08172022A					\$ 101.69
Total For Selected Checks							\$ 139,872.78

Fund Name: All Funds

Date Range: 08/10/2022 To 09/05/2022

<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>	
08/10/2022	MN Management & Budget	171735592	Fines	(08/10/2022) -	N	Court Fines	100-35101-	\$ 116.65	
								\$ 116.65	
08/11/2022	Bergeron, John	171735556*	2 Kayak permits	(08/11/2022) -	N	Kayak/Canoe Permits	100-32212-	\$ 60.00	
								\$ 60.00	
08/11/2022	McKenzie, Michael	171735558*	Candidate filing fee- 2022 election	(08/12/2022) -	N	Miscellaneous	100-36140-	\$ 2.00	
								\$ 2.00	
08/11/2022	Residents	171735559*	Candidate Filing Fee-2022 Election	(08/12/2022) -	N	Miscellaneous	100-36140-	\$ 6.00	
								\$ 6.00	
08/11/2022	F Palomino, Inc	171735560*	Building Permit # 2022-78, 538 Hall Ave	(08/12/2022) -	N	Building Permits	100-32211-	\$ 289.50	
								\$ 289.50	
08/11/2022	Sperl, Bridget	171735561*	Hall Parking Lot rental	(08/12/2022) -	N	City/Town Hall Rent	100-34101-	\$ 25.00	
								\$ 25.00	
08/11/2022	Rick's Roofing & Siding, Inc	171735562*	Building Permit # 2022-83 and escrow, 418 Birchwood	(08/12/2022) -	N	Building Permits	100-32211-	\$ 273.25	
							Escrow Deposits	100-36245-	\$ 3,000.00
								\$ 3,273.25	
08/11/2022	F Palomino, Inc	171735563*	Escrow Deposit 2022-78, 538 Hall Ave.	(08/12/2022) -	N	Escrow Deposits	100-36245-8	\$ 3,000.00	
								\$ 3,000.00	
08/11/2022	O'Hara, Michael	171735564*	Building Permit # 2022-75 and Escrow 619 Birchwood	(08/12/2022) -	N	Building Permits	100-32211-	\$ 186.00	
							Escrow Deposits	100-36245-8	\$ 3,000.00
								\$ 3,186.00	

Fund Name: All Funds

Date Range: 08/10/2022 To 09/05/2022

<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>
08/11/2022	All Around Property Preservation, L	171735565*	Building Permit # 2022-65, 2 Oakhill	(08/12/2022) -	N	Building Permits	100-32211-	\$ 359.88
						Escrow Deposits	100-36245-8	\$ 3,000.00
								\$ 3,359.88
08/11/2022	W S & D Permit Service, Inc	171735566*	Building Permit # 2022-51B, 428 Birchwood Ct.	(08/12/2022) -	N	Building Permits	100-32211-	\$ 214.83
								\$ 214.83
08/11/2022	The Fireplace Guys	171735567*	Building Permit # 2022-81, 412 Birchwood Ct.	(08/13/2022) -	N	Building Permits	100-32211-	\$ 63.00
								\$ 63.00
08/11/2022	MN Roofing Company	171735568*	Building permits # 2022-70 and 71, 170 and 176 Wildwood Ave	(08/13/2022) -	N	Building Permits	100-32211-	\$ 401.50
								\$ 401.50
08/16/2022	Timmons, Jessica	171735578*	Zoning permit- 6 Hall Court	(08/17/2022) -	N	Zoning Permits	100-32214-	\$ 30.00
								\$ 30.00
08/17/2022	Xcel Energy	171735548*	Row permit- Row019-4 Oakridge Dr	(08/19/2022) -	N	Zoning Permits	100-32214-	\$ 250.00
								\$ 250.00
08/17/2022	Neihart, Karen	171735569*	Hall Rental - Oct 2	(08/19/2022) -	N	City/Town Hall Rent	100-34101-	\$ 25.00
								\$ 25.00
08/17/2022	Wm Hayes Construction	171735570*	Building Permit # 2022-85, 194 Wildwood & Escrow	(08/19/2022) -	N	Building Permits	100-32211-	\$ 766.25
						Escrow Deposits	100-36245-8	\$ 3,000.00
								\$ 3,766.25
08/17/2022	Bear Roofing and Exteriors, Inc	171735571*	Building Permit # 2022-84, 412 Birchwood Court and Escrow	(08/19/2022) -	N	Building Permits	100-32211-	\$ 258.75
						Escrow Deposits	100-36245-	\$ 3,000.00
								\$ 3,258.75

Fund Name: All Funds

Date Range: 08/10/2022 To 09/05/2022

<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>
08/17/2022	Koch, Jeremy	171735572*	BP# 2022-90, 153 Wildwood Ave	(08/18/2022) -	N	Building Permits	100-32211-	\$ 499.39
								<hr/> \$ 499.39
08/17/2022	Sela Roofing and Remodeling	171735573*	Building Permit # 2022-82, 7 White Pine Lane	(08/18/2022) -	N	Building Permits	100-32211-	\$ 331.00
								<hr/> \$ 331.00
08/17/2022	Legacy Exteriors, LLC	171735574*	Building Permit # 2022-72, 297 Jay St	(08/18/2022) -	N	Building Permits	100-32211-	\$ 302.25
								<hr/> \$ 302.25
08/17/2022	Russ, Tyler	171735575*	Building Permit # 2022-80, 161 Wildwood Ave	(08/18/2022) -	N	Building Permits	100-32211-	\$ 258.75
								<hr/> \$ 258.75
08/17/2022	Jeppesen, Jason	171735576*	Building Permit # 2022-87, 508 Wildwood Ave	(08/18/2022) -	N	Building Permits	100-32211-	\$ 142.75
								<hr/> \$ 142.75
08/17/2022	Jeppesen, Jason	171735577*	Building Permit # 2022-86, 506 Wildwood Av	(08/18/2022) -	N	Building Permits	100-32211-	\$ 215.25
								<hr/> \$ 215.25
08/19/2022	Built Strong Exteriors	171735585*	BP# 2022-93, 10 Oakhill	(08/19/2022) -	N	Building Permits	100-32211-	\$ 360.16
								<hr/> \$ 360.16
08/19/2022	Tacheny Exteriors	171735586*	BP#2022-888, 431 Hall Ave	(08/19/2022) -	N	Building Permits	100-32211-	\$ 200.26
								<hr/> \$ 200.26
08/22/2022	MA Peterson DesignBuild Inc	171735583*	BP#2022-76, 232 Wildwood Ave	(08/22/2022) -	N	Building Permits	100-32211-	\$ 1,749.19
								<hr/> \$ 1,749.19
08/22/2022	Timberline Roofing and Contracting	171735584*	BP# 2022-89, 165 Wildwood Ave	(08/22/2022) -	N	Building Permits	100-32211-	\$ 374.75
								<hr/> \$ 374.75

Fund Name: All Funds

Date Range: 08/10/2022 To 09/05/2022

<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>	
08/23/2022	American Eagle Home Improvement	171735582	BP#2022-94, 360 Wildwood Ave	(08/23/2022) -	N	Building Permits	100-32211-	\$ 229.50	
								<hr/> \$ 229.50	
08/24/2022	Wormwood, Victoria	171735581*	Zoning Permit# Z822-2022, 112 Wildwood	(08/24/2022) -	N	Zoning Permits	100-32214-	\$ 30.00	
								<hr/> \$ 30.00	
08/25/2022	Barbeau, Joseph	171735580*	BP#2022-98, 268 Wildwood Ave	(08/25/2022) -	N	Building Permits	100-32211-	\$ 200.50	
								<hr/> \$ 200.50	
08/26/2022	Sanders, Malorie	171735579*	BP#2022-95, 2864 East County Line Rd	(08/26/2022) -	N	Building Permits	100-32211-	\$ 185.95	
								<hr/> \$ 185.95	
08/26/2022	Window World Twin Cities	171735590*	BP# 2022-97, 138 Wildwood Ave	(08/26/2022) -	N	Building Permits	100-32211-	\$ 229.65	
								<hr/> \$ 229.65	
08/30/2022	Residents - via St Anthony Village	171735589	Utility Billing - Month of Aug 2022	(08/30/2022) -	N	Water Consumption	601-37111-	\$ 477.42	
							Water Utility User Fee	601-37112-	\$ 279.08
							Water Main-break Surcharge	601-37113-	\$ 204.08
							Meter Upgrade Fees	601-37114-	\$ 25.00
							State Surcharge	601-37116-	\$ 27.11
							Penalties and Forfeited Discounts	601-37160-	\$ 33.85
							Sewer Consumption	605-37211-	\$ 545.83
							Sewer Minimum Charge	605-37212-	\$ 869.26
							Penalties and Forfeited Discounts	605-37260-	\$ 84.54
								<hr/> \$ 2,546.17	
08/31/2022	Jensen, Ernest	171735587*	BP#2022-96, 701 Hall Ave	(09/01/2022) -	N	Building Permits	100-32211-	\$ 302.25	
								<hr/> \$ 302.25	
08/31/2022	Standish, Veronica	171735588*	Kayak permit	(09/01/2022) -	N	Kayak/Canoe Permits	100-32212-	\$ 30.00	
								<hr/> \$ 30.00	
08/31/2022	4M Fund	171735591	Interest Income - 08/31/2022	(08/31/2022) -	N	Interest Earning	100-36210-4	\$ 1,699.61	

Fund Name: All Funds

Date Range: 08/10/2022 To 09/05/2022

<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>\$ 1,699.61</u>
09/01/2022	Clear Cut Xteriors, Inc	171735593*	BP, 2022-101, 27 Oakridge Dr	(09/01/2022) -	N Building Permits	100-32211-	<u>\$ 302.25</u>
Total for Selected Receipts							<u><u>\$ 31,517.24</u></u>

As on 9/5/2022

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	15,750.00	15,750.00
Total Acct 322	0.00	15,750.00	15,750.00
Total Revenues	0.00	15,750.00	15,750.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	4,900.00	(4,900.00)
Total Acct 416	0.00	4,900.00	(4,900.00)
Recreation			
Miscellaneous (431 through 499)	0.00	200.00	(200.00)
Community Events	0.00	3,000.00	(3,000.00)
Total Acct 451	0.00	3,200.00	(3,200.00)
Parks			
Miscellaneous (431 through 499)	0.00	500.00	(500.00)
Other Equipment	0.00	1,280.00	(1,280.00)
Total Acct 452	0.00	1,780.00	(1,780.00)
Unallocated Expenditures			
Miscellaneous (431 through 499)	0.00	800.00	(800.00)
Total Acct 492	0.00	800.00	(800.00)
Total Disbursements	0.00	10,680.00	(10,680.00)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		12,525.69	
Total Receipts and Other Financing Sources		15,750.00	
Total Disbursements and Other Financing Uses		10,680.00	
Cash Balance as of 09/05/2022		17,595.69	

As on 9/5/2022

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Financing Sources:			
Total Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Disbursements:			
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)
Total Acct 419	<u>0.00</u>	<u>8,117.00</u>	<u>(8,117.00)</u>
Total Disbursements	<u>0.00</u>	<u>8,117.00</u>	<u>(8,117.00)</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Beginning Cash Balance		123,615.31	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		<u>8,117.00</u>	
Cash Balance as of 09/05/2022		115,498.31	

As on 9/5/2022

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	0.00	202.57	202.57
Total Acct 341	0.00	202.57	202.57
Miscellaneous	0.00	3,056.14	3,056.14
Total Acct 361	0.00	3,056.14	3,056.14
Water Consumption	0.00	43,656.79	43,656.79
Water Utility User Fee	0.00	21,852.82	21,852.82
Water Main-break Surcharge	0.00	7,822.73	7,822.73
Meter Upgrade Fees	0.00	643.05	643.05
Special Water Charges	0.00	961.37	961.37
State Surcharge	0.00	2,215.36	2,215.36
Certified Bills Collections	0.00	25.00	25.00
Administrative Fee Move/Out	0.00	75.00	75.00
Penalties and Forfeited Discounts	0.00	310.78	310.78
Total Acct 371	0.00	77,562.90	77,562.90
Total Revenues	0.00	80,821.61	80,821.61
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Financial Administration			
Contracted Services	0.00	4,355.48	(4,355.48)
Total Acct 415	0.00	4,355.48	(4,355.48)
Newsletter			
Printing and Binding (351 through 359)	0.00	366.72	(366.72)
Total Acct 419	0.00	366.72	(366.72)
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	894.29	(894.29)
Contracted Services	0.00	47,302.24	(47,302.24)
Utility Services (381 through 389)	0.00	38,453.60	(38,453.60)
Utility Services: Water	0.00	623.12	(623.12)
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)
Total Acct 431	0.00	110,686.00	(110,686.00)
MISCELLANEOUS			
Fees	0.00	23.96	(23.96)
Total Acct 490	0.00	23.96	(23.96)
Total Disbursements	0.00	115,432.16	(115,432.16)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		18,956.92	
Total Receipts and Other Financing Sources		80,821.61	
Total Disbursements and Other Financing Uses		115,432.16	
Cash Balance as of 09/05/2022		(15,653.63)	

As on 9/5/2022

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Miscellaneous	0.00	266.20	266.20
Total Acct 361	0.00	266.20	266.20
Sewer Consumption	0.00	44,290.37	44,290.37
Sewer Minimum Charge	0.00	35,844.88	35,844.88
Penalties and Forfeited Discounts	0.00	488.78	488.78
Total Acct 372	0.00	80,624.03	80,624.03
Total Revenues	0.00	80,890.23	80,890.23
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	504.00	(504.00)
Total Acct 414	0.00	504.00	(504.00)
Financial Administration			
Contracted Services	0.00	2,194.41	(2,194.41)
Total Acct 415	0.00	2,194.41	(2,194.41)
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	41,898.49	(41,898.49)
Total Acct 416	0.00	41,898.49	(41,898.49)
Utility Locates			
Contracted Services	0.00	348.35	(348.35)
Total Acct 428	0.00	348.35	(348.35)
Sewer Utility			
Sewer - Wastewater Charge	0.00	40,847.76	(40,847.76)
Contracted Services	0.00	16,958.08	(16,958.08)
Utility Services (381 through 389)	0.00	6,661.82	(6,661.82)
Utility Services: Gas Utilities	0.00	122.22	(122.22)
Miscellaneous (431 through 499)	0.00	836.70	(836.70)
Total Acct 431	0.00	65,426.58	(65,426.58)
Total Disbursements	0.00	110,371.83	(110,371.83)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		114,108.09	
Total Receipts and Other Financing Sources		80,890.23	
Total Disbursements and Other Financing Uses		110,371.83	
Cash Balance as of 09/05/2022		84,626.49	

As on 9/5/2022

American Rescue Act Proceeds

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Federal Grants - CARES	0.00	48,193.46	48,193.46
Total Acct 331	0.00	48,193.46	48,193.46
Total Revenues	0.00	48,193.46	48,193.46
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Engineer Service			
PROFESSIONAL SERVICES (301 through 319)	0.00	1,004.00	(1,004.00)
Total Acct 416	0.00	1,004.00	(1,004.00)
Total Disbursements	0.00	1,004.00	(1,004.00)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		(46,665.31)	
Total Receipts and Other Financing Sources		48,193.46	
Total Disbursements and Other Financing Uses		1,004.00	
Cash Balance as of 09/05/2022		524.15	

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

**MINUTES OF THE CITY COUNCIL MEETING
JULY 12, 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

GUESTS:

Ryan Hankins Vice Chairman, Planning Commission

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 Woolstencroft, 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:

- Recap of Closed Meeting held on June 28, 2022
- The inclusion of Announcement (A) in the consent agenda
- Public Data Practices Policy

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

- Road Signage for Pedestrians and Cyclists

4. OPEN PUBLIC FORUM

James Nelson, 256 Wildwood Avenue, expressed concern regarding what he viewed as the Council's hypocrisy as it relates to the city's sign limitations and what he felt was the Council targeting him for his political beliefs.

5. ANNOUNCEMENTS

- A. Change in the August 2022, and November 2022, City Council Meetings:** The Council meetings in August 2022, and November 2022, are scheduled for the third Tuesday of each respective month to accommodate polling at the Birchwood Village City Hall.
- B. Resignation:** Robert Leeves is resigning as the city's videographer effective July 31, 2022. Mayor Wingfield expressed her gratitude to Robert Leeves for his service.
- C. Sheriff's Report:** A report of law enforcement incidents and citations for June 2022, was not available for the Council's review.

6. CITY BUSINESS – CONSENT AGENDA

On a motion made by Councilmember Woolstencroft, seconded by Councilmember Foster, it was resolved to approve the consent agenda except for items B and C. All in favor; motion carried.

- A. Approval of the Treasurer's Report:** The Treasurer's report for the period ending July 7, 2022, was provided for the Council's review and approval.
- B. Approval of the April Council Meeting Minutes:** The approval of the meeting minutes of the April 12, 2022, Council meeting was deferred pending revisions to be made.
- C. Approval of the May Council Meeting Minutes:** The approval of the meeting minutes of the May 10, 2022, Council meeting was deferred pending revisions to be made.
- D. Approval of the June Special Meeting Minutes:** The minutes of the special Council meeting held on June 13, 2022, were provided for the Council's review and approval.
- E. Approval of the June Special Closed Meeting Minutes:** The minutes of the special closed Council meeting held on June 28, 2022, were provided for the Council's review and approval.
- F. Recap of Closed Meeting:** The Council met with its attorney as assigned by the League of Minnesota Cities to confer in a closed session due to attorney-client privilege in the case of Nicklaus v. City of Birchwood. All matters were discussed in private and there is nothing further to report as it is ongoing litigation.
- G. Resolution 2022-11 Birchwood Village EJ Resolution:** A resolution appointing election judges for the primary election held on August 9, 2022, was provided for the Council's review and approval.
- H. Change in the August 2022, and November 2022, City Council Meetings:** The Council meetings in August 2022, and November 2022, are scheduled for the third Tuesday of each respective month to accommodate polling at the Birchwood Village City Hall.

7. CITY BUSINESS – REGULAR AGENDA

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

a. **Council Deliberation:** The Council noted that the city has a separate provision stating that residents are permitted to have lifts as authorized by the Council.

b. **Order Second Reading and Public Hearing:**

On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to order a second reading and public hearing of Ordinance 2022-07-01, Amending Section 617, subject to the removal of “after May 15” from subsection 6. All in favor; motion carried.

B. Ryan Hankins

a. **Fee Schedule Changes:**

On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to approve the first reading of the fee schedule changes and to order a second reading and public hearing subject to the amendments requested. All in favor; motion carried.

ACTION – Becky Kellen will post the second reading of the fee schedule changes and the final approval of the fee schedule on the City of Birchwood Village website.

Ryan Hankins reported that 75% of the valuation building permit fees are allocated to the building inspector and only 25% of the fees are retained by the city. This does not warrant an increase in the valuation of building permit fees that are passed on to residents. The fee has been reverted to the previous valuation building permit fee on the fee schedule.

The Council noted that the small craft fees should remain at \$30 as it serves the intention of covering the city’s costs.

The Council referred to the list of proposed code changes for Section 607.400 Camping and requested keeping subsection 607.410 but to omit “except by permit and then only in areas specifically designated for such use”.

The Council recommended that “boat hoist” be defined in Section 617.380 to be inclusive of boat lifts.

b. **Monthly On-Call Fee for John Manship:**

On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to approve an increase in John Manship’s monthly on-call fee to \$700 retroactive to July 1, 2022. All in favor; motion carried.

The current monthly on-call fee for John Manship, the City Water Superintendent, is \$600 as set in 2019. John Manship is requesting an increase to \$700 monthly to account for inflation.

C. Birch Beach Dock and Amended BDA (Birchwood Dock Association) Application Discussion

On a motion made by Councilmember Foster, seconded by Councilmember McCarthy, it was resolved to retroactively approve the dock location at Birch Beach. All in favor; motion carried.

On a motion made by Mayor Wingfield, seconded by Councilmember Woolstencroft, it was resolved to authorize a Task Force to investigate how the community prefers to proceed with the management of the docks by the Birchwood Dock Association (BDA), with a particular focus on the Birch Beach dock, to investigate the cost of boat slips, and to provide a recommendation to the Council before the Council meeting held in October 2022. Councilmember Fleck, Councilmember Foster, and Councilmember McCarthy opposed. Motion not carried.

Nick Nephew, 20 Birchwood Avenue, confirmed that the Birch Beach dock was relocated 10 feet to the west and shortened by 6 feet to accommodate eight boats. Eight-foot sections were removed from the Elm Beach dock and the ramp was repositioned. The dock is now 53 feet over water in compliance with the city code. The BDA has not conducted a survey to confirm the location of the ordinary high-water mark.

Lynn Hanson, 700 Hall Avenue, noted that, historically, the water's edge would establish the length of a dock. The ordinary high-water mark is generally reserved for the commercial bay and not the BDA. He referred to the BDA applications noting the White Bear Lake Conservation District advised it was only concerned with how far the docks extend into the water and not into the shore.

Lynn Hanson, 700 Hall Avenue, expressed concern regarding Mayor Wingfield's rendition of the conversation shared regarding the Birch Beach dock not being in compliance.

Dick Galena, 217 Wildwood Avenue, noted that he would support the BDA amending the length of the Birch Beach dock from 116 feet, which was previously approved, to 128 feet for 2022; however, this would have to be reviewed again for 2023.

Dick Galena, 217 Wildwood Avenue, noted that the format of the dock application is not consistent with changes from the White Bear Lake Conservation District, which contributes to confusion regarding the ordinary high-water mark. The Conservation District recently established that the starting point to measure the length of a dock would be the ordinary high-water mark as a constant elevation.

H. Alan Kantrud confirmed that the ordinary high-water mark is set by the Department of Natural Resources (DNR) as a measure to determine where its jurisdiction ends and/or begins.

Mayor Wingfield expressed concern regarding the administrative process around the Birch Beach dock and the bypassing of the city code regarding notice to residents and an opportunity for residents to speak at Council meetings.

Mayor Wingfield recommended reverting the Birch Beach dock to a public entity with a committee. A task force would investigate the concerns regarding compliance, in addition to the cost of a boat slip, and whether the city could recover some of its budget from dock fees. The boat at Birch Beach dock also currently extends beyond the placement of the

dock. A task force could address these reported issues that the Council should not be monitoring.

D. SWPPP Amendments/MS4 Permitting Requirements

ACTION – H. Alan Kantrud will incorporate the minimum that the Minnesota Pollution Control Agency (MPCA) is requesting with respect to erosion settlement and waste control into the SWPPP (Storm Water Pollution Prevention Program) as directed by the Council and will include an additional section regarding best management practices for review at the next Council meeting.

H. Alan Kantrud reported that the MPCA is requesting that cities with an MS4 manage and monitor any activities related to stormwater. The MPCA has updated its minimum control measures and is requesting that cities, as the permit holder, update their city code to reflect the new standards.

The city has three options that include incorporating all the MPCA general construction guidance and regulations, incorporating parts of their permitting that relate to erosion settlement and waste control, or the MPCA will provide a model mechanism to cover all requirements.

E. Feistner Beach Updated Lease

On a motion made by Mayor Wingfield, seconded by Councilmember Woolstencroft, it was resolved to issue a \$1,000 refund to the Wormwood family valid for 15 days, and to revert the Curt Feistner Memorial Preserve to its original condition as it was January 1, 2022. All in favor; motion not carried.

John Redpath, 63 Pine Street, spoke on behalf of the Wormwood family as approved by Torie Redpath. He noted that the Curt Feistner Memorial Preserve is an additional asset owned by the city that should be maximized for utilization. He expressed concern regarding the lease suggesting the provision of a boat slip or dock; however, neither were provided, which prompted a request by the Wormwood family for a boat lift for safety concerns.

John Redpath, 63 Pine Street, suggested no modifications to the lease and to instead focus on open discourse with an agreement on a purpose for the lake tract. He stated that the Wormwood family will proceed with installing a dock at Curt Feistner Memorial Preserve should the city fail to provide a boat slip or dock as indicated on the lease agreement.

H. Alan Kantrud reported that a communication was sent to the lessees from the city attorney's office regarding the modification of the agreement to allow for a boat lift; however, the canopy must be removed immediately, or it will result in a termination of the agreement. He confirmed that the tree removal constitutes destruction of city property, in addition to the storage of personal effects, which was not authorized, and warrants a breach of the agreement and a terminable part of the lease.

Mayor Wingfield reiterated that the lease agreement does not include any obligation by the city to provide a boat slip or dock. She advised the Wormwood family that the installation of a dock at Curt Feistner Memorial Preserve in a public right of way is not authorized under any circumstances irrespective of the lease.

F. Mayor Wingfield Updates

a. Appoint Diseased Tree Task Force:

On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to appoint Gretchen Johnson, John Lund, Ross Jenkins, Mary Simmons, and Tom Patsy to serve on the tree task force with a specific charge to review the city's current ordinance and update it as relevant to the emerald ash borer and management of trees in the community. All in favor; motion carried.

Five residents expressed their interest in joining the tree task force. Mayor Wingfield reiterated that the purpose of the task force is to address the city code as it is written and to help the city going forward in identifying and managing diseased trees.

b. Temp Contract Law Enforcement Officer:

On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to approve the Washington County sheriff's office to provide additional patrol at a cost of \$70 to \$92 per hour, not to exceed \$500 per week, up to a total of \$2,500 for a five-week period, pending further review at the next Council meeting. All in favor; motion carried.

ACTION – Mayor Wingfield will advise Washington County that the expense incurred by Birchwood Village for the additional patrol is a result of the road detour created by Washington County and request their cooperation in cost-sharing.

ACTION– Mayor Wingfield will request that the Washington County sheriff's office provide weekly reports to monitor the effectiveness of the additional patrol.

Mayor Wingfield spoke to the Washington County sheriff's office and confirmed that the extra patrol would include a law enforcement officer and a vehicle to provide specific services for the management of the city's road at a length of three hours at a time. The city would receive 20% of any traffic violation fines issued. The Council noted that the number of vehicles bypassing the sign and barricade poses a public safety issue that the city is obligated to address.

c. Emerald Ash Borer Tree Study: Mayor Wingfield reported that a tree study conducted by the Boy Scout Eagle Project 12 years ago was received by the city. If the study does not qualify for the emerald ash borer grant, additional monies may need to be authorized to conduct a new tree study.

d. Crosswalk Painting Bids:

On a motion made by Mayor Wingfield, seconded by Councilmember Woolstencroft, it was resolved to engage the Public Works Department to paint the four crosswalks at Oakridge, Cedar, Whitepine, and Jay at a cost not to exceed \$2,000. All in favor; motion carried.

Mayor Wingfield reported that the safety company provided a cost-prohibitive quote to paint the crosswalks.

e. Public Data Practices Policy:

On a motion made by Mayor Wingfield, seconded by Councilmember Woolstencroft, it was resolved to adopt the data practices policy as previously reviewed by the Council, to go on file and be administered as such. All in favor; motion carried.

G. Councilmember McCarthy Updates:

a. Birch Beach:

On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to purchase additional sand for Birch Beach pending details regarding the volume and cost. All in favor; motion carried.

ACTION – Mayor Wingfield will confirm with the League of Minnesota Cities whether the city is covered by its insurance for the installation of a water slide at Birch Beach.

ACTION – Councilmember McCarthy will investigate the necessary volume and associated cost for washed sand at Birch Beach.

The Council agreed that the addition of sand would make Birch Beach more appealing and accessible to swimmers. The Council expressed concern regarding the liability of a slide in the lake given no lifeguard on duty. The Council discussed the addition of a swim raft instead of a water slide.

H. Alan Kantrud reported that the League of Minnesota Cities would likely treat the water slide as a piece of playground equipment that would not be problematic if used as intended and with supervision. He suggested a sign indicating no children under a set age unless supervised but agreed to confer with the League of Minnesota Cities.

Dick Galena, 217 Wildwood Avenue, agreed with the addition of sand but expressed concern regarding the water slide as a liability concern and it detracts from the appeal of Birch Beach. He does not support a swim raft as it would interfere with boats and could potentially attract seagulls.

Further discussion regarding the addition of sand at Kay Beach was deferred pending additional information to be obtained by Councilmember McCarthy regarding the volume and cost of the sand.

b. Road Signage for Pedestrians and Cyclists: ACTION – Becky Kellen will arrange for the city’s workers to spray paint the designated pedestrian and cyclist lane to indicate it is intended for pedestrian and cyclist use.

Councilmember McCarthy reported pedestrians and cyclists are not aware there is a designated lane for pedestrian and cyclist use as they were previously using the traffic lane.

H. City Administrator Updates:

- a. **Ordinance 2022-04-22 Pending DNR Approval to Move Forward with Public Hearing:** *ACTION – H. Alan Kantrud will confirm whether the DNR has a statutory timeline to complete their review.*

Becky Kellen reported that a response from the DNR is still pending.

- b. **Proposal for Mary Cahill, Assistant Treasurer:**

On a motion made by Councilmember Woolstencroft, seconded by Councilmember Foster, it was resolved to approve a 6% salary increase retroactive to one-year from Mary Cahill's start date of July 1, 2021. All in favor; motion carried.

8. ADJOURNMENT

On a motion made by Councilmember Woolstencroft, seconded by Councilmember Foster and carried unanimously, it was agreed that there was no further business for the Council to transact; the meeting was closed at 9:25 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

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

**MINUTES OF THE CITY COUNCIL MEETING
AUGUST 16, 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
Steve Thatcher	City Engineer

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 presented. All in favor; motion carried.

4. OPEN PUBLIC FORUM

There were no comments.

5. ANNOUNCEMENTS

There were no announcements to report.

6. ADMINISTRATIVE PRESENTATION

A. Sheriff's Report: A report of law enforcement incidents and citations for June 2022, was provided for the Council's review.

B. Sheriff's Report: A report of law enforcement incidents and citations for July 2022, was provided for the Council's review.

7. CITY BUSINESS – CONSENT AGENDA

On a motion made by Councilmember Woolstencroft, seconded by Councilmember McCarthy, it was resolved to approve the consent agenda except for items E and F. All in favor; motion carried.

- A. Approval of the Treasurer’s Report:** The Treasurer’s report for the period ending August 9, 2022, was provided for the Council’s review and approval.
- B. Approval of the April Council Meeting Minutes:** The minutes of the Council meeting held on April 12, 2022, was provided for the Council’s review and approval.
- C. Approval of the May Council Meeting Minutes:** The minutes of the Council meeting held on May 10, 2022, was provided for the Council’s review and approval.
- D. Approval of the June Council Meeting Minutes:** The minutes of the Council meeting held on June 14, 2022, was provided for the Council’s review and approval.
- E. Approval of the Videographer Contract:**

On a motion made by Councilmember McCarthy, seconded by Councilmember Woolstencroft, it was resolved to approve the videographer contract with Cristian Stoltzman subject to additional language regarding the contract as work made to hire and the copyright vested to the city of Birchwood. All in favor; motion carried.

- F. Approval of the Tree Inspector Contract:**

On a motion made by Councilmember McCarthy, seconded by Councilmember Foster, it was resolved to approve the tree inspector contract with John Lund at an annual cost of \$1,300 subject to the removal of 4.1., 4.1.b., 4.1.c., 4.1.d., and 4.2., and that 4.3. and 4.4. are renumbered accordingly. All in favor; motion carried.

Mayor Wingfield noted that a liability clause would require a bond and be cost-prohibitive. The city is insured for up to \$50,000 by the League of Minnesota Cities.

- G. Approval of the Feistner Beach Wormwood Lease Release:** The settlement and release agreement was provided for the Council’s review and approval.

8. CITY BUSINESS – REGULAR AGENDA

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

a. Public Hearing:

On a motion made by Councilmember Woolstencroft, seconded by Councilmember Fleck, 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 Woolstencroft, it was resolved to approve Ordinance 2022-07-01, Amending Section 617 subject to changing (1) to state, “the Birchwood Dock Association shall number and provide a list of each lift and the respective owner’s name to the city clerk by October 31 of each year before any installation is permitted”. All in favor; motion carried.

The Council expressed concern regarding the publication of personal information on the boat lifts. The Council suggested designating identification numbers that could be tracked to each respective boat owner instead.

B. Discuss Eliminating \$3,000 Escrow for Some or All Permits

a. Except for Variances and Conditional Use Permits:

On a motion made by Mayor Wingfield, seconded by Councilmember Foster, it was resolved to suspend the \$3,000 escrow with regard to building permits effective immediately and to return any escrows received effective immediately. Councilmember McCarthy abstained. Motion carried.

Mayor Wingfield noted that the collection of escrow is a time-consuming and unproductive use of staff time.

b. Replace with Agreement: *ACTION – Councilmember McCarthy will draft an agreement to include that homeowners understand they are responsible for any damage to city property.*

C. Proposal to Reopen Hall Avenue Both Ways on September 1, 2022

Councilmember McCarthy reported vehicles traveling in the wrong direction on the one-way road and posing a safety risk to the community. The Council expressed concern regarding the influx of traffic once the barricades are removed and the street reopened.

The Council authorized Mayor Wingfield to arrange for the barricade to be moved 25-feet to the west to allow a resident to access to their driveway. Hall Avenue will remain a one-way road for the interim.

D. Administrative Sick Leave Procedures

The Council agreed that office hours coverage is not required if the individual covering is sick and not able to cover. The office can be closed on the condition that the public is duly informed.

E. Approval of Willow Tree Replacement at Feistner Preserve

The city will be taking no action regarding the removal of the willow tree at Feistner Preserve as per the re-release agreement with the Wormwood family. The Sherwood family has requested to replace the willow tree at their expense with the Council’s approval. The Council agreed to continue to monitor the 20-foot public space pending future consideration for the use of the park space.

F. Ash Path

a. Authorize Steve Thatcher to Make Survey Points:

On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to authorize Steve Thatcher to make survey points at Ash Path. All in favor; motion carried.

Mayor Wingfield noted reports of encroachment into public space.

b. Approval of Cedar Fence Section Installations:

On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to approve the city maintenance staff to install cedar fence sections to delineate the city property lines at Ash Path. All in favor; motion carried.

G. Terminate Remaining Overtime for Washington County Sheriff Deputy Patrol

On a motion made by Councilmember Fleck, seconded by Mayor Wingfield, it was resolved to terminate the remaining overtime for the Washington County sheriff deputy patrol. All in favor; motion carried.

The additional patrol has not been a beneficial use of the city's funds. The city was not informed that the Washington County sheriff's office would not be able to perform its duties as expected by the city.

H. Increase of 2023 Boat Fees Discussion

On a motion made by Mayor Wingfield, seconded by Councilmember Fleck, it was resolved to approve a \$125 increase to the boat fees for a total of \$875 for 2023 subject to a review of the boat fees every year. All in favor; motion carried.

The cost of boat lifts for surrounding communities ranges from \$2,500 to \$3,500. The city's current boat fee is \$750 and the city has not had an increase in four years.

Lynn Hanson, 700 Hall Avenue, reported that the Birchwood Dock Association (BDA) boat fees will increase from \$1,400 to \$1,500 in 2023 due to inflation. He noted that boat owners incur additional costs, including a boat lift that can range from \$4,000 to \$5,000. He emphasized that the BDA is operating under the rules and regulations of Section 617.

Sarah Nephew, 20 Birchwood Avenue, reported that residents of Mahtomedi are charged \$60 to \$150 for boat fees to which Council clarified that Mahtomedi has deeded access for their boats.

I. Streetlights

a. Send Letters to Residents: ACTION– *Becky Kellen will issue letters to residents in areas with streetlights slated for removal advising that the streetlight has no municipal value and will be removed.*

Councilmember Fleck reported a streetlight at the end of Hall Court that should be removed.

- b. **Transfer Ownership:** There were no additional comments beyond what was included in the meeting package.

J. Emerald Ash Borer Grant

A \$10,000 grant was received and is valid until 2024.

K. Legacy Grant Signs

The Legacy Grant signs were received and should be erected within the next six weeks.

L. Tree Task Force Update

John Lund reported that the tree task force held a meeting on August 2nd at 7pm to discuss city code 403 regarding diseased trees, code 606 regarding public nuisance, and code 302 regarding zoning requirements specifically de-vegetation and alterations.

John Lund noted that a review of the White Bear Township ordinance found language that restricts residents from preventing tree inspectors to enter a property. In comparison, the city's ordinance requires tree inspectors to inspect from the street level, and a list is provided of residents who will not allow entry to their property unless authorized.

John Lund suggested no modifications to the ordinances except for code 302 in regard to trees on main routes set at 16 feet and trees on paths set at 8 feet. All diseased trees will be marked, and a notice sent to residents regarding removal by April 15, 2023. The cost for the tree removal or for an injection will be included in the notice.

The Council noted that tree removal is expensive, and the city will work with residents accordingly. The Council reiterated that the tree inspector cannot proceed with an inspection if a resident declines entry onto their property.

M. Birch Beach Sand and/or Waterslide

On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to purchase sand for Birch Beach at a cost not to exceed \$1,000. All in favor; motion carried.

ACTION – Councilmember McCarthy will obtain a quote for the purchase of sand to cover an area of 20 feet by 40 feet by 6 inches at Birch Beach.

N. Ordinance 2022-04-02 / 302.050

- a. **Update from DNR (Department of Natural Resources):** Councilmember McCarthy reported that the DNR is requesting more protection for the shore impact zone. The DNR indicated that they could provide language regarding the shoreland standards; however, no language has been received yet.
- b. **Next Steps:** *ACTION – Councilmember McCarthy will follow up with the DNR regarding the language for shoreland standards for implementation into the city's proposed Ordinance 2022-04-02.*

O. First Reading Ordinance 2022-02-01, Adding Section 300.025

- a. **Adding and Incorporating the MPCA (Minnesota Pollution Control Agency) Requirements:** *ACTION – H. Alan Kantrud will confirm with the MPCA regarding the implications should the city opt not to obtain an MS4 permit or not to incorporate the requirements for the MS4 permit.*

October 2022 is the deadline to incorporate the MCM 4 and MCM 5 requirements.

- b. **Council Deliberation:** The Council expressed concern regarding the lack of the MPCA's support and enforcement as it pertains to Hall's Marsh. Further discussion was deferred to the September 2022, Council meeting.
- c. **Order Second Reading and Public Hearing:** This item was deferred pending additional information to be obtained by H. Alan Kantrud.

P. Hall's Marsh MOA

- a. **Draft MOA:** Councilmember McCarthy reported that the city recently conducted testing of Hall's Marsh and discovered that the sediment from the Priebe Lake Outfall project is contaminated with a substance called PAH.

The city approached the Rice Creek Watershed District (RCWD), Mahtomedi, and White Bear Lake with its findings and concerns. No response was provided except from the RCWD who has provided a draft Priebe Lake Outfall/Hall's Marsh maintenance agreement. The agreement states that the RCWD will help clean the entire system of PAH and sediment.

The RCWD agreed that stormwater does not sit long enough in Priebe Lake for dredging, as a result, all the stormwater runoff from White Bear Lake drains into Hall's Marsh without any treatment.

Steve Thatcher recommended obtaining high-quality water testing for Priebe Lake and Hall's Marsh.

- b. **Map:** A map was included in the meeting package for the Council's review.
- c. **Ruth Jensen's Comments on Revised Draft:** *ACTION – Ruth Jensen will send template maintenance agreements to the Council to send to the RCWD.*

ACTION – The Council will send a letter to the RCWD stating that the city does not authorize any drawdown from Priebe Lake until a maintenance agreement, including an easement, is provided to the Council for review and approval.

Ruth Jensen expressed concern regarding the proposed agreement as it absolves the RCWD of any responsibility. She cited concerns regarding the PAH pollution, sediment buildup, and Priebe Lake being on the DNR's impaired list since 2014 for nutrient contamination.

Ruth Jensen noted that the MS4 permit requires that water not be sent into a wetland without an agreement that includes an easement. The RCWD has never obtained an easement. She emphasized that the RCWD should provide an

easement, a maintenance agreement for the vegetation, and check the outflow from Priebe Lake for nutrient contamination before draining to Hall's Marsh. These items were required in the original permit but not enforced by the DNR.

Q. Administrator Updates

a. Upcoming Personnel Changes:

On a motion made by Councilmember McCarthy, seconded by Councilmember Fleck, it was resolved to publish the on-site bookkeeper position with the City of Birchwood at an hourly rate of \$20 to \$23, depending on experience, for an average of 25 hours per week. All in favor; motion carried.

ACTION– Becky Kellen will work with Mary Cahill to interview potential candidates and provide a recommendation to the Council at the next meeting.

Mary Cahill's current position will be open as she moves to the role of head Treasurer and serves as an advisor to oversee the city's bookkeeping. Mary Cahill had recommended hiring an on-site part-time bookkeeper to serve as a liaison between the Treasurer and the office clerk.

b. Metro-INET: The new bookkeeper will work on-site only and use the desktop computer, which is supported by Metro-INET for security and malware services.

c. AED Grant Approval and Prices: The city's automated external defibrillator (AED) is functioning as intended; however, it is obsolete and the battery is not replaceable. The AED can be connected to 911 at a cost of \$376 for a three-year non-refundable plan. A grant for an AED was approved for a \$500 price reduction for a new AED at a cost of \$1,053. The Council agreed to keep using the discontinued AED model without service coverage.

d. 2023 Budget: *ACTION– Becky Kellen will confirm whether the annual cost of the Tennis Sanitation contract will remain at \$14,500.*

The Council suggested an amount of \$27,500 for line item 76 Assistant Treasurer/Deputy Clerk.

The Council agreed on a 6% salary increase for the City Attorney for a legal service's budget of \$19,000.

Mayor Wingfield reported that line item 182 Contracted Services (Pot Holes) should be increased to \$14,000 as advised by T.A. Schifsky & Sons for increased road maintenance.

e. City Maintenance Equipment and Staff: Becky Kellen suggested that the city purchase maintenance equipment for city staff use. Mayor Wingfield reported that, historically, any equipment owned by the city was not maintained and lost. City maintenance staff were hired at a rate of \$25 per hour to account for the use of their personal equipment.

Mayor Wingfield confirmed that the cost for city equipment and supplies is a capital expenditure that can be allocated to the parks fund.

The Council discussed issuing a reimbursement for the use of personal equipment for city work similar to a mileage tax deduction. Further discussion was deferred to a future meeting.

- f. **Crosswalk Painting Bids:** *ACTION – Becky Kellen will confirm the warranty period on the crosswalk painting bids from Sir Lines-A-Lot and Warning Lites MN.*
- g. **Century Avenue Policymakers Workshop:** Becky Kellen offered to attend the quarterly Century Avenue Policymakers Workshops.
- h. **Uninstalled Water Meters – Resident Notification:** John Manship has offered to contact the 13 residents with uninstalled water meters to schedule their installation. Any residents who do not comply will be issued a notice.

H. Alan Kantrud advised that the city cannot shut off resident water access; however, a deadline for the installation of a water meter should be provided, failing which, any resident without a water meter would be in violation of the city's ordinance and a fine of up to \$1,000 can be imposed.

9. **ADJOURNMENT**

On a motion made by Councilmember Fleck, seconded by Councilmember Woolstencroft and carried unanimously, it was agreed that there was no further business of the Council to transact; the meeting was closed at 10:22 p.m. by Mayor Wingfield.

DISCLAIMER

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Mayor Mary Wingfield

City Administrator Becky Kellen

Date

Date

**AGREEMENT FOR LEGAL SERVICES BETWEEN THE
CITY OF BIRCHWOOD VILLAGE AND H. A.
KANTRUD, P.A.**

THIS AGREEMENT is by and between the **CITY OF BIRCHWOOD VILLAGE**, a Minnesota municipal corporation ("City") and **H. A. KANTRUD, P.A.**, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. ACCEPTANCE OF PROPOSAL.

A. The Attorney shall furnish and perform general civil municipal and code enforcement legal services for the City.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. CONTRACT TIME.

A. The Attorney shall serve at the pleasure of the City Council and may be terminated without cause by resolution of the City Council, provided that the Attorney is given thirty (30) days written notice before the termination becomes effective.

B. The Attorney may terminate the contract at any time, provided that the Attorney shall give the City thirty (30) days written notice before the termination becomes effective.

3. COMPENSATION.

A. The City agrees to pay Attorney for services rendered pursuant hereto at an annual base rate of \$18,000.00 per year, payable to attorney in the same manner as it is currently paid, in monthly installments of \$1,500.00. Special projects, appeals, legislative activities or protracted civil litigation for which the City requests representation shall be billable separately and in addition to the base retainer rate. Direct expenses such as printing, copying, equipment rental and travel expenses shall be itemized

and billed separately as well and approved separately. These compensation provisions may be amended from time to time by agreement of the parties.

B. Any costs, fees, income recovered in the course of litigation or prosecution shall be forwarded to the City unless otherwise preapproved as compensation.

4. **INSURANCE.** The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. **ANNUAL REVIEW.** The Attorney's performance may be reviewed annually or more often as deemed appropriate by the City Council.

6. **MISCELLANEOUS.**

A. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

B. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the consent of the City of Birchwood Village.

C. *Effective Date.* This Agreement shall be effective ~~January 1, 2018~~September 13, 2022 and shall continue indefinitely. This Agreement shall not be modified or amended without the approval in writing of the parties.

Dated: _____, 20____

Dated: _____, 20____

CITY OF BIRCHWOOD VILLAGE

H. A. KANTRUD, P.A.

By: _____
Mary Wingfield, Mayor

By: _____
H. A. Kantrud

And _____
~~Tobin Lay~~Rebecca Kellen, City Administrator

RESOLUTION NO. 2022.12

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

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

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

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

Passed and Adopted by the Council on this 13th day of September-, 2022.

CITY OF Birchwood Village

By: Mary Wingfield
Its Mayor

ATTEST: _____
By: Rebecca Kellen
Its City Clerk



State of Minnesota Joint Powers Agreement

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

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

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

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

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

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

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

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

particular transaction.

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

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

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

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

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

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

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

Name: Hugh Alan Kantrud, Attorney
Address: 75 Many Levels Rd
Dellwood, MN 55110
Telephone: 612.743.4242
Email Address: hakantrud@protonmail.com

5 Assignment, Amendments, Waiver, and Agreement Complete

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

6 Liability

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

7 Audits

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

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

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

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

8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

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

9 Investigation of Alleged Violations; Sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

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

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

1. GOVERNMENTAL UNIT

Name: Birchwood Village
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: 9/13/2022

Name: Mary Wingfield
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

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

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

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

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

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

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

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

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

MEMORANDUM

DATE: 9/7/22

TO: Mayor and City Council

FROM: Rebecca Kellen, City Administrator

COPIED:

SUBJECT: Deer Hunt 2022

Birchwood Village

The Deer Hunt contract runs from 2021 to 2025, but needs annual approval. It is included in the Sept 13, 2022 agenda packet. If Mayor and City Council consent, City Administrator will get updated hunting dates for 2023 for the contract, update it, and execute it on behalf of Birchwood Village. We will also need to get permission from the landowners who participated last year, provide hunters with permission slips and parking passes, and consider resident communication. An effectiveness report will be provided to Birchwood Village at the conclusion.

It may be noteworthy that last year Birchwood participated with Mahtomedi. Mahtomedi is not participating this year. They received a data request that stemmed from the activity which has led them to opt out this year.

Please review the attached contract, paying close attention to #7, Termination, as there are timeframes indicating up to a 90-day notification for termination, should Birchwood decide not to follow through with the contract.

CONTRACT FOR GOODS/SERVICES

City of Birchwood Village (City), a political subdivision of the State of Minnesota is in need of services and/or goods (hereinafter “services) and Metro Bowhunters Resource Base, Inc., (MBRB), 7455 France Avenue South Box #409, Edina, MN 55435 (Contractor) desires to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties enter in to this Contract and agree as follows:

1. TERM. The term of this Contract is from the date of execution by all parties through December 31, 2025, or until all work under this Contract is completed and payments made, which ever occurs first, unless earlier terminated by law or according to the provisions of this Contract.
2. SCOPE OF SERVICES. The City requests and the Contractor agrees to provide the services that are attached and incorporated as Exhibit A. If there is a conflict between this Contract and Exhibit A, this Contract shall govern. Services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor’s occupation performing services under similar conditions.
3. PAYMENT. The City agrees to pay for the services, including expenses in an amount not to exceed \$0.00 (Contract Maximum), and in accordance with payment rates or schedule set forth in the Exhibit(s). The City will reimburse MBRB for the cost to list the City as an additional insured party on its insurance policy for these services.
4. CUSTOMER LIAISON. Contractor shall work closely with the City’s liaison, Andy Gonyou, City Administrator, contact number 651-426-3403.
5. GENERAL CONDITIONS. The General Conditions of this Contract also known as 2021 - 2025 Birchwood Village Special Archery Deer Hunt Rules are attached and incorporated as Exhibit B. Item 2 of 2021 – 2025 Birchwood Village Special Archery Deer Hunt Rules will be amended annually and will require annual adoption by both parties.
6. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless City of Birchwood Village from any and all losses, fines, suits, damages, expenses, claims, demands, and actions of any kind resulting from Contractor’s negligence or alleged negligence. Contractor shall provide proof that the City of Birchwood has been added to their DEC page as an additional insured prior to providing any services pursuant to this Contract and annual verification of the same for the duration of this Agreement.
7. TERMINATION. Either party may suspend or terminate this Agreement for a material breach of any term of the Agreement with 30-days notice. Either party may suspend or terminate this Agreement for any reason upon 90-days notice. In the event of suspension, the Parties agree to meet and confer to determine if the reason for the suspension can be cured and upon subsequent agreement the suspending-party may withdraw the suspension and proceed with the Agreement either as written or amended, depending on the outcome of the discussions.
8. ENTIRE AGREEMENT. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 30th day of September, 2021.

By: _____

By: _____

Mary Wingfield, Mayor

Print Name: _____

Title: _____

Telephone: _____

By:

Rebecca Kellen, City Administrator

EXHIBIT A

**Scope of Services
2021 - 2025 Deer Management Program**

Dated: September 30, 2021

Metro Bowhunters Resource Base (MBRB) is to provide hunt management services as delineated below or as would be necessary to help the City achieve its goal of a reduction in deer population while recognizing the need to maintain a high degree of professionalism and sensitivity to public concerns associated with deer hunting.

MBRB Activities:

- Provide a group of MBRB qualified archers
- Provide certificate of liability insurance with the City named as an “additional insured” covering a period from October 1, 2022 through December 31, 2022, renewed annually
- Assist City staff at Hunt Orientation Check-in and Meeting on date to be determined.
- Conduct deer hunting on the following (tentative) dates in calendar year 2022: October _____, November _____, and December _____. New dates for each calendar year between years 2023 – 2025 will be decided and mutually agreed upon by both parties by July 31st of each calendar year.
- Gather hunt data from each participant each day consisting of the number of deer taken by sex and location and the number of unrecovered deer.
- Provide City a verbal report on hunt progress and issues as needed no later than 24 hours following the conclusion of each hunt period.
- Administer hunt in accordance with hunt rules and other procedures necessary for a safe and orderly hunt.
- Assist in tracking and recovery of deer that are reported hit by archers.
- Remove all entrails.
- Provide liaison with the City and the Washington County Sheriff’s Department so that there is one point of contact for all hunting activities.
- Report rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to City and Washington County Sheriff’s Department.
- Comply with the Hunt Rules as attached to this document.
- Send final summary report of hunt data to City staff by December 31 of the calendar year in which the hunts take place.

EXHIBIT B

2022 BIRCHWOOD VILLAGE SPECIAL ARCHERY DEER HUNT RULES

- 1) Deer hunt locations are limited to the areas as identified. Hours are limited to between ½ hour before dawn and ½ hour after dusk.
- 2) Hunts are conducted using sharpshooter status MBRB archers and are held during the following dates in calendar year 2021: **Oct. _____, Nov. _____, and December _____**. Tree stands can be erected one day preceding the hunt.
- 3) All hunters are selected through the Metro Bowhunters Resource Base (MBRB).
- 4) Hunters must follow all Minnesota DNR laws and all MBRB special rules.
- 5) All hunt periods are for all deer except fawns. Fawns **may not** be taken.
- 6) Hunters must carry a hunt authorization letter from the City at all times during hunt.
- 7) Hunt areas are not closed to the public during the hunt. All incidents of trespass on private property should be reported to the MBRB hunt coordinator who will contact the Washington County Sheriff.
- 8) All archers must hunt from elevated stands. Only TMA approved stands/ steps are acceptable. Use of any homemade stands/steps is prohibited for safety reasons.
- 9) Hunters must have a flashlight and a warning whistle within easy reach during entry, egress, and while on stand. A cell phone is also recommended.
- 10) A five-point fall restraint harness is required to be used by hunters at all times while on stand.
- 11) Only buckthorn can be cut for shooting lanes.
- 12) Stands can only be up during the designated hunt periods and must be removed from the area at the completion of each hunt by one (1) hour after legal shooting time on the final evenings of each hunt period.
- 13) Archers are to obey hunt boundaries shown on the map.
- 14) Archers must park in designated areas only.
- 15) Cars must have a City supplied parking permit properly displayed.
- 16) Only deer may be taken during special hunts (fawns **may not** be taken).
- 17) All entrails must be removed.
- 18) Hunters must log in and out of the hunt areas each time they leave. The MBRB Hunt Coordinator will provide a log in sheet at an appropriate location.
- 19) Archers cannot track deer outside of hunt boundaries. Hunters must contact the MBRB hunt coordinator if deer retrieval is required outside of hunt boundaries.
- 20) The maximum amount of deer that may be taken during the 2022 hunt season is **THIRTY (30)**.

ORDINANCE 2022-07-01

**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
AN ORDINANCE REPLACING 617.240 NO DOCKS WITHOUT A PERMIT
AND 617.250 FEES AND IMPOUNDMENT**

The City Council of the City of Birchwood Village hereby ordains that section 617.240 (No Docks Without a Permit) and 617.250 (Fees and Impoundment) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

617.240 No Dock Without a Permit.

No docks shall be installed on any Public Lake Tract unless:

- ~~(1) The dock, lift, hoist or other non-small craft is identified with clear identification and contact information of the person or legal entity personally responsible for the article; and~~
- (12) A Dock Permit for the dock has been issued by the City Council; and
- (23) A WBLCD CUP application for the dock is first approved by the City Council and then the same application is submitted to and approved by the WBLCD; and
- (34) All applicable Chapter 701 Dock Permit Fees and WBLCD dock permit fees have been paid.
- (45) Vehicle and Trailer Parking Prohibited. No person shall park or cause to be parked any house, hauling or boat trailer upon any Public Lake Tract. The City Council may adopt such parking regulations as vehicles thereon as it may deem necessary. Unless such regulations are adopted, parking of vehicles on any Public Lake Tract shall be prohibited.
- (56) Storage Prohibited. No person shall store or allow to remain on any Public Lake Tract any personal property such as boats, oars, motors, boat hoists, lifts, docks or other equipment for any period of time unless such storage has been authorized by the City Council.
 - a. The Dock Association shall number and provide a list of all persons or legal entities personally responsible for any small craft, lift, hoist, dock or other item on any public lake tracts administered by the Dock Association to the City Administrator by October 31st of each year.

617.250 Fees and Impoundment.

A per day charge will be assessed for each day any small craft, lift, dock or other item that is not removed from the Public Lake Tract by the end of the Boating Season or left on the Public Lake Tract after May 15, per fee schedule as adopted. Any article left on any Public Lake Tract in violation of this Chapter may also be removed and impounded at the owner's expense.

Please be advised that the City of Birchwood has duly-passed the following
ORDINANCE:

AN ORDINANCE AMENDING SECTION 617.240 and 617.250

REGARDING PUBLIC LAKE TRACTS, NO DOCKS WITHOUT A PERMIT AND
FEES

The following is a SUMMARY of the Ordinance:

August 16, 2022 the City adopted an Ordinance (2022-07-01) to amend 617.240 and 617.250 to define when docks and watercraft are allowed on City tracts as well as imposing penalties for violations.

PLEASE BE ADVISED, this is not the full text of the Ordinance passed and the published material is only a summary. The full text is available for public inspection at the City of Birchwood, 207 Birchwood Avenue, Birchwood, Minnesota 55110 or delivered upon request electronically or by U.S. Mail.

Summary complies with Minn. Stat. §§ 331A.05 subd. 8. & 412.191 subd 4.

M E M O R A N D U M

DATE: August 10, 2022
TO: Rebecca Kellen, City Administrator, Mayor and City Council
FROM: H. Alan Kantrud, City Attorney

AGENDA ITEM: Consideration of adoption of MPCA required MCM BMP's

BACKGROUND: The City is a Permittee of the MPCA through its MS4 permit program, which seeks to regulate and control Municipal Separate Storm Sewer Systems, the, "MS4" program. All cities are permit-holders. From time to time the MPCA requires Permittees to adopt additional controls and measures to ensure that best management practices (BMPs) are observed as it relates to those inputs. The latest edict to MS4 Permit holders from the MPCA is to put additional/minimum requirements in place for construction and post-construction sites that are in the Permittee's jurisdiction.

The MPCA has provided guidance that provides 3 methods of complying with this new requirement. The first asks that the MS4 incorporate ALL the agency's Construction Stormwater Permit (CSW) requirements. For a City the size and complexity of Birchwood; this would be too much (which even the MPCA acknowledges). The second option is to adopt *only* those requirements specific to construction site and post construction site BMPs by reference. The third option is to adopt the regulatory scheme in its entirety, in the Code, but tailoring it to the City with appropriate references. While the third approach is not as complete as the wholesale adoption under option 1, it does add a significant amount of language to the City's Code, which also seems to be a bit much- again, given the relative lack of complexity of the City and its potential projects.

The City Council, when canvassed about these options, chose to take option 2, and incorporate, by reference, only those specific requirements for construction and post-construction site BMP's. To that end, the accompanying Ordinance achieves that requirement and obviously does so with minimal additional volume to the City's Code. As written, it will automatically incorporate future additions and amendments so no further ordinances are anticipated to be required to comply with the MS4 Permit.

Additional background materials are provided to further explain this program and its requirements, including the complete section (3) regarding post-construction storm water management, a SWPPP checklist for construction site management as well as the MPCA's guidance/checklist that would be required to be included with construction permits that implicate any potential storm/construction site runoff.

It goes without saying that the City of Birchwood will not be overseeing or permitting the construction of any large sports arenas or multi-acre industrial or commercial developments, so it will really serve to guide residential building projects.

Many of these BMP's are already in practice by most reputable builders and these sites are already under the watchful eye of the City's Building Official, so this effort largely compels that which is being done or monitored, but provides additional guidance through the worksheet-process to ensure that it is more than just a consideration, but an active part of a construction and post-construction planning process.

FISCAL IMPACT: No impact is anticipated; worksheets are handed out with permit applications and expected to be turned in with the same for approval.

STAFF RECOMMENDATION:

City Staff supports this effort and seeks your approval of the attached Ordinance for inclusion in the City's Code to satisfy this requirement of the MPCA as part of its MS4 Permit.

CITY COUNCIL ACTION:

Motion: _____ Second: _____

Approved: _____ Disapproved: _____ Tabled: _____

Other: _____

ORDINANCE 2022-02-01

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

**AN ORDINANCE ADDING AND INCORPORATING THE MINNESOTA POLLUTION
CONTROL AGENCY'S NPDES/SDS CONSTRUCTION & POST-CONSTRUCTION
STORMWATER BEST MANAGEMENT PRACTICES**

The City Council of the City of Birchwood Village hereby ordains that Chapter 300.025 (Land Use) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

SECTION 300. LAND USE

300.025 The City of Birchwood Village hereby adopts and incorporates by reference the erosion, sediment, and waste control standards established by the Minnesota Pollution Control Agency's NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) as now constituted *and from time to time amended*. Further, *the requirement of Section 3* regarding Post-Construction Site Stormwater Management contained in the MCM 4 and MCM 5 Regulatory Mechanisms are additionally adopted.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this __ day of _____, 2022

Attest:

Mary Wingfield, Mayor

Rebecca Kellen, City Administrator-Clerk

“Model” MCM 4 and MCM 5 Regulatory Mechanism Guidance

The goal of the MPCA is to provide the MS4 regulated community with options to meet the requirements of the Minnesota Pollution Control Agency’s NPDES/SDS Small Municipal Separate Storm Sewer Systems General Permit MNR040000 (MS4 Permit), issued November 16, 2020.

The following guidance offers multiple options for meeting the MCM 4 and MCM 5 Requirements of the MS4 Permit.

Option #1*: Blanket incorporation of the entire Minnesota Pollution Control Agency’s NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) by reference.

“**[NAME OF MS4]** hereby adopts and incorporates by reference the standards established by the Minnesota Pollution Control Agency’s NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) as amended in its entirety as now constituted and from time to time amended.”

Option #1 allows the MS4 to quickly incorporate all of the requirements of the CSW Permit into their Regulatory Mechanism. This option also is designed, if the MS4 uses the language proposed above, so that if the MPCA makes any amendments/changes/alterations to the CSW permit, the MS4’s Regulatory Mechanism automatically reflects the most current version of the permit. One thing to keep in mind though, this option incorporates ALL of the CSW permit requirements into the MS4’s Regulatory Mechanism; because of that, this option may not be the best option for the MS4. Please consult with your legal representative prior to implementing this option to discuss how this affects your local program.

Option #2*: Blanket incorporation of sections of the Minnesota Pollution Control Agency’s NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) by reference.

“**[NAME OF MS4]** hereby adopts and incorporates by reference the erosion, sediment, and waste control standards established by the Minnesota Pollution Control Agency’s NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) as now constituted and from time to time amended.”

As with Option #1, Option #2 allows the MS4 to quickly incorporate only those erosion, sediment, and waste control standard requirements of the CSW Permit that the MS4 permit requires the MS4 to implement into their Regulatory Mechanism. This option, if the MS4 uses the language proposed above, is also designed so that if the MPCA makes any amendments/changes/alterations to the CSW permit, the MS4’s Regulatory Mechanism

*Please note, if either Option 1 or Option 2 are adopted, the MS4 would be required to also incorporate additional requirements of MCM 5 (Section 20) of the MS4 permit to be compliant with all MCM 4 and MCM 5 requirements of the MS4 permit. One possibility to meet this requirement would be to incorporate requirements in Section 3 (Post-Construction Stormwater Management) of the “Model” MCM 4 and MCM 5

automatically reflects the most current version of the permit.

Option #3: Adoption of the “Model” MCM 4 and MCM 5 Regulatory Mechanism

The following “Model” Regulatory Mechanism may be adopted in its entirety by an MS4 permittee in an effort to obtain compliance with the MCM 4 and MCM 5 requirements of the Minnesota Pollution Control Agency’s NPDES/SDS Small Municipal Separate Storm Sewer Systems General Permit MNR040000 (MS4 Permit), issued November 16, 2020.

installed as dictated by individual site conditions, including all down-slope boundaries and side-slope boundaries. In determining whether installing a sediment basin is infeasible, the owner/operator(s) must consider public safety and may consider factors such as site soils, slope, and available area on site. The determination of infeasibility must be documented in the site plan.

3. Post-Construction Stormwater Management

a. Submittal of Site Plans consisting of Post-Construction Plans [\[Item 20.4, 20.17, and 20.20\]](#)

- i. Site plans must be submitted for review and confirmation that ordinance requirements have been met, prior to start of construction activity. [\[Item 20.4\]](#)
- ii. Site plans must consist of: [\[Item 20.20\]](#)
 - 1) All calculations for the permanent stormwater treatment system;
 - 2) The water quality volume that will be treated through volume reduction practices;
 - 3) Rationale and documentation supporting the location of any off-site permanent stormwater treatment projects;
 - 4) If applicable, the amount paid to the [\[NAME OF MS4\]](#) for in lieu of off-site treatment under Part 3.b.vii.4.; and
 - 5) All legal mechanisms related to Part 3.c. (Long-term Maintenance).

b. Post-Construction Stormwater Management BMPs must meet the following criteria:

- i. Designed with accepted engineering practices and in accordance with part 3.d. (Permanent Stormwater Management System Design Criteria). [\[Item 20.4\]](#)
- ii. Treat the water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres. [\[Item 20.5\]](#)
- iii. For non-linear projects, water quality volume (calculated as an instantaneous volume) must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface. [\[Item 20.6\]](#)
- iv. For linear projects, water quality volume (calculated as an instantaneous volume) must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in Section 3.b.v. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, the owner/operator of construction activity must maximize the treatment of the water quality volume prior to discharge from [\[NAME OF MS4\]](#)'s MS4. [\[Item 20.7\]](#)
- v. Volume reduction practices (e.g., infiltration or other) to retain the water quality volume on-site must be considered first when designing the permanent stormwater treatment system. Wet sedimentation basins and filtration systems are not considered volume

reduction practices. If infiltration is prohibited, as described in Part 3.d.i.15. (Infiltration System), other volume reduction practices, a wet sedimentation basin, or a filtration basin may be considered. [\[Item 20.8\]](#)

- vi. For discharges to a trout stream, the system must be designed so the discharge from the project minimizes any increase in the temperature of trout streams resulting from the one (1) or two (2) year 24-hour precipitation events. This includes all tributaries of designated trout streams located within the same Public Land Survey System (PLSS) Section. The design must incorporate one or more of the following measures, in order of preference:
 - 1) Provide stormwater infiltration or other volume reduction practices as described in Part 3.b.iii., 3.b.iv., and 3.b.v. above, to reduce runoff. Infiltration systems must discharge all stormwater routed to the system within 24 hours;
 - 2) Provide stormwater filtration as described in Part 3.d.ii. (Filtration System). Filtration systems must discharge all stormwater routed to the system within 24 hours;
 - 3) Minimize the discharge from connected impervious surfaces by discharging to vegetated areas, or grass swales, and through the use of other non-structural controls;
 - 4) If ponding is used, the design must include an appropriate combination of measures such as shading, vegetated swale discharges or constructed wetland treatment cells that limit temperature increases. The pond must be designed as a dry pond and should draw down in 24 hours or less; and
 - 5) Other methods that minimize any increase in the temperature of the trout stream.

Note: Items vi. 1-5 are only required if you have discharges to a trout stream within your jurisdiction.

- vii. Off-site Treatment [\[Items 20.10-20.14\]](#)
 - 1) For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment and meet the following requirements (must be selected in the following order of preference):
 - a) Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.
 - b) Locations within the same DNR catchment area as the original construction activity.
 - c) Locations in the next adjacent DNR catchment area up-stream.
 - d) Locations anywhere within the [\[NAME OF MS4\]](#)'s jurisdiction.
 - 2) Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs owned or operated by [\[NAME OF MS4\]](#) cannot be used to meet this requirement.
 - 3) Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity.
 - 4) The applicant may provide payment to the [\[NAME OF MS4\]](#) in lieu of off-site treatment.

Note: Items vii. 1-4 are discretionary and it is up to the MS4 if they would like to allow these off-site treatment options within their jurisdictions and include them in their ordinance. However, if the MS4 does not adopt these items, the expectation is that the water quality volume will be treated onsite.

c. Long-term Maintenance *[Item 20.15]*

- i. The *[Term determined by the MS4]* must enter into a long-term maintenance agreement with *[NAME OF MS4]* that documents all responsibilities for long-term operation and maintenance of stormwater treatment practices that are not owned or operated by *[NAME OF MS4]*. At a minimum, the long-term maintenance agreement must include provisions that:
 - 1) Allow *[NAME OF MS4]* to conduct inspections of structural stormwater BMPs not owned or operated by *[NAME OF MS4]*, perform necessary maintenance, and assess costs for those structural stormwater BMPs when *[NAME OF MS4]* determines the owner of that structural stormwater BMP has not ensured proper function;
 - 2) Are designed to preserve *[NAME OF MS4]*'s right to ensure maintenance responsibility, for structural stormwater BMPs not owned or operated by *[NAME OF MS4]*, when those responsibilities are legally transferred to another party; and
 - 3) Are designed to protect/preserve structural stormwater BMPs. If structural stormwater BMPs change, causing decreased effectiveness, new, repaired, or improved structural stormwater BMPs must be implemented to provide equivalent treatment to the original BMP.

d. Permanent Stormwater Management System Design Criteria

- i. Infiltration System
 - 1) Infiltration options include, but are not limited to: infiltration basins, infiltration trenches, rainwater gardens, bioretention areas without underdrains, swales with impermeable check dams, and natural depressions;
 - 2) To determine if an infiltration system is suitable, either the MPCA's contamination screening checklist must be completed or an assessment must be conducted. The checklist or assessment must be documented in the site plan. For more information and to access the MPCA's "contamination screening checklist" see the Minnesota Stormwater Manual;
 - 3) Must be designed such that pre-existing hydrologic conditions of wetlands in the vicinity are not impacted (e.g., inundation or breaching a perched water table supporting a wetland);
 - 4) Must not be excavated to final grade, or within three (3) feet of final grade, until the contributing drainage area has been constructed and fully
 - 5) When excavating to within three (3) feet of final grade, the *[Term determined by the MS4]* must stake off and mark the area so heavy construction vehicles or equipment do not compact the soil in the infiltration area;
 - 6) When excavating to within three (3) feet of final grade, the *[Term determined by the MS4]* must stake off and mark the area so heavy construction vehicles or equipment do not compact the soil in the infiltration area;
 - 7) A pretreatment device such as a vegetated filter strip, forebay, or water quality inlet (e.g., grit chamber) to remove solids, floating materials, and oil and grease from the

runoff, to the maximum extent practicable, must be used before the system routes stormwater to the infiltration system;

- 8) Designed to provide a water quality volume as described in Section 3.b.iii and iv;
- 9) Designed to discharge all stormwater (including stormwater in excess of the water quality volume) routed to the system through the uppermost soil surface or engineered media surface within 48 hours. Additional flows that cannot infiltrate within 48 hours must bypass the system through a stabilized discharge point;
- 10) Must provide a means to visually verify the infiltration system is discharging through the soil surface or filter media surface within 48 hours or less;
- 11) Must provide at least one soil boring, test pit or infiltrometer test in the location of the infiltration practice for determining infiltration rates;
- 12) For design purposes, divide field measured infiltration rates by 2 as a safety factor or use soil-boring results with the infiltration rate chart in the Minnesota Stormwater Manual to determine design infiltration rates. When soil borings indicate type A soils, field measurements should be performed to verify the rate is not above 8.3 inches per hour.
- 13) Must employ appropriate on-site testing to ensure a minimum of three (3) feet of separation from the seasonally saturated soils (or from bedrock) and the bottom of the proposed infiltration system;
- 14) Must design a maintenance access, typically eight (8) feet wide;
- 15) Infiltration Systems are prohibited in the following areas (See "higher level of engineering review" in the Minnesota Stormwater Manual for more information): [\[Item 20.9\]](#)
 - a) Areas that that receive runoff from vehicle fueling and maintenance areas;
 - b) Areas where infiltrating stormwater may mobilize high levels of contaminants in soil or groundwater;
 - c) Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless the soils are amended to slow the infiltration rate below 8.3 inches per hour;
 - d) Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock;
 - e) Areas of predominately Hydrologic Soil Group type D soils (clay);
 - f) Within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13, if the system will be located:
 - i. In an Emergency Response Area (ERA) within a DWSMA classified as having high or very high vulnerability as defined by the Minnesota Department of Health; or
 - ii. In an ERA within a DWSMA classified as moderate vulnerability unless a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater has been approved by the [\[NAME OF MS4\]](#); or
 - iii. Outside of an ERA within a DWSMA classified as having high or very high vulnerability unless a higher level of engineering review sufficient to

provide a functioning treatment system and to prevent adverse impacts to groundwater has been approved by the [NAME OF MS4].

- g) Areas within 1,000 feet upgradient or 100 feet downgradient of active karst features; and
- h) Areas that receive runoff from the following industrial facilities not authorized to infiltrate stormwater under the NPDES stormwater permit for industrial activities:
 - i. automobile salvage yards;
 - ii. scrap recycling and waste recycling facilities;
 - iii. hazardous waste treatment, storage, or disposal facilities;
 - iv. wood preserving facilities; or
 - v. air transportation facilities that conduct deicing activities.

ii. Filtration System

- 1) Filtration options include, but are not limited to: sand filters with underdrains, biofiltration areas, swales using underdrains with impermeable check dams and underground sand filters;
- 2) Must not install filter media until the contributing drainage area is constructed and fully stabilized unless they provide rigorous erosion prevention and sediment controls (e.g., diversion berms) to keep sediment and runoff completely away from the filtration area;
- 3) Designed to remove at least 80 percent of TSS;
- 4) Must use a pretreatment device such as a vegetated filter strip, small sedimentation basin, water quality inlet, forebay or hydrodynamic separator to remove settleable solids, floating materials, and oils and grease from the runoff, to the maximum extent practicable, before runoff enters the filtration system;
- 5) Designed to provide a water quality volume as described in Section 3.b.iii and iv;
- 6) Designed to discharge all stormwater (including stormwater in excess of the water quality volume) routed to the system through the uppermost soil surface or engineered media surface within 48 hours. Additional flows that the system cannot filter within 48 hours must bypass the system or discharge through an emergency overflow; Designed to provide a means to visually verify the system is discharging through the soil surface or filter media within 48 hours;
- 7) Designed to provide a means to visually verify the system is discharging through the soil surface or filter media within 48 hours;
- 8) Employ appropriate on-site testing to ensure a minimum of three (3) feet of separation between the seasonally saturated soils (or from bedrock) and the bottom of the proposed filtration system;
- 9) Construct with an impermeable liner when the system has less than three (3) feet of separation between seasonally saturated soils or bedrock;
- 10) Designed with a maintenance access, typically eight (8) feet wide.

iii. Wet Sedimentation Basin

- 1) Permanent volume of 1,800 cubic feet of storage below the outlet pipe for each acre that drains to the basin;

- 2) Permanent volume must reach a minimum depth of at least three (3) feet and must have no depth greater than 10 feet;
 - 3) Must be configured to minimize scour or resuspension of solids;
 - 4) In addition to the permanent volume, the basin must provide the water quality volume as live storage. Water quality volume is described in Section 3.b.iii and iv;
 - 5) Water quality volume discharges at no more than 5.66 cubic feet per second (cfs) per acre of surface area of the basin;
 - 6) Designed to prevent short-circuiting and the discharge of floating debris;
 - 7) Basin outlets must have energy dissipation;
 - 8) Must include a stabilized emergency overflow to accommodate storm events in excess of the basin's hydraulic design;
 - 9) Must have a maintenance access, typically eight (8) feet wide, for the basin;
 - 10) Must be located outside of surface waters and any buffer zones identified in part 2.c.ii. (Sediment Control Practices).
 - 11) Permittees must design basins using an impermeable liner if located within active karst terrain.
- iv. Regional Wet Sedimentation Basins
- 1) When the entire water quality volume cannot be retained onsite, regional wet sedimentation basins can be used or created, provided they are constructed basins, not a natural wetland or water body.
 - 2) The regional basin conforms to all requirements for a wet sedimentation basin as described in Part 3.d.iii. (Wet Sedimentation Basin)
 - 3) Must be large enough to account for the entire area that drains to the basin.
 - 4) Waterways between the project and the regional basin must not be significantly degraded.
 - 5) Written authorization from *[NAME OF MS4]* or private entity that owns and maintains the regional basin.

4. Right of Entry

- a. The *[Term determined by the MS4]* must allow *[NAME OF MS4]* and their authorized representatives to enter all properties at any reasonable time for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the MS4 as often as may be reasonably necessary to determine compliance. These activities include, but are not limited to, the following:
 - i. Conducting investigations or surveys.
 - ii. Examining and copying any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the permitted activity.
 - iii. Inspecting the requirements of this ordinance.
 - iv. Sampling and monitoring any items or activities pertaining to this ordinance.

BMP Summary Sheet Instructions

Minimum Control Measure 5: POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

Key to Unique BMP ID Numbers	Required BMP Title	Permit Reference
5a-1	Development and Implementation of Structural and/or Non-structural BMPs	V.G.5.a
5b-1	Regulatory Mechanism to Address Post Construction Runoff from New Development and Redevelopment	V.G.5.b
5c-1	Long-term Operation and Maintenance of BMPs	V.G.5.c
	Additional BMP Summary Sheet (Copy as Necessary)	

For each of the Best Management Practices (BMPs) associated with Minimum Control Measure 5 (MCM-5), **Post Construction Stormwater Management in New Development and Redevelopment**, fill out the attached BMP Summary Sheets completely. The completion of all of the associated BMP Summary Sheets for the BMPs listed above are mandatory for a complete application. To aid in review and comment by the public, you must use the numbers listed in the key above and the BMP Titles which are consistent with the MS4 General Permit language. This summary is simply an overview of the BMP and does not contain all of the details associated with implementation. Be sure to include a reference to the specific locations of detailed information on which the summary sheet is based in your Storm Water Pollution Prevention Program (SWPPP).

1. BMP Description

Summarize the major components of this BMP and how you plan to implement them. Identify the following:

- BMP program components
- Plans for program implementation
- Target audience
- Post-Construction BMPs already in place in the MS4 – include information that specifies if the stormwater is treated prior to discharge to receiving waters
- Future plans for the long-term goal of stormwater management
- Include the exact locations (page numbers) of detailed information in the SWPPP

2. Measurable Goals

Define the milestones that are to be reached through the implementation of this BMP. Establish a baseline from which you will measure effectiveness, how the measurements are to be made, and how the success will be defined and quantified. Ensure that the measurable goals include a strategy for reducing pollutants in stormwater discharge as well as control of the rate of discharge to receiving waters. Determine the baseline from which quantifiable measurements will be taken. Also include information related to sites that disturb less than one acre of land but are part of a larger common plan of development.

3. Timeline/Implementation Schedule

Provide specific dates that milestones identified as measurable goals are to be met. The schedule should also outline dates when measurable goals will be evaluated to determine program effectiveness.

4. Specific Components and Notes for this MCM

Include any additional notes relevant to the specific purpose of each BMP and how the BMPs for the minimum control measure have been modified from past practice based on experience and measures.

5. Responsible Party for this BMP

Indicate who specifically is responsible for the implementation and monitoring of this BMP. This should be the individual who is actively involved with the BMP and not simply a city official who is signing the application for permit coverage.

BMP Summary Sheet

MS4 Name:

Minimum Control Measure: 5-POST-CONSTRUCTION STORMWATER MANAGEMENT IN
NEW DEVELOPMENT AND REDEVELOPMENT

Unique BMP Identification Number: 5c-1

***BMP Title:** Long-term Operation and Maintenance of BMPs

***BMP Description:**

Location(s) in SWPPP of detailed information relating to this BMP:

***Measurable Goals:**

***Timeline/Implementation Schedule:**

Specific Components and Notes:

***Responsible Party for this BMP:**

Name:

Department:

Phone:

E-mail:

**Indicates a REQUIRED field. Failure to complete any required field will result in rejection of the application due to incompleteness.*

MEMORANDUM

DATE: 9/4/22

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

Birchwood Village

Changes were made to the 2023 budget as directed by the council in the 8/13/22 City Council meeting. The following items are notable or may need further discussion.

1. Accounting wages and salaries - Changed from \$40K proposed at 8/13/22 meeting to council recommendation of \$27,500 based on \$21/hour at 25 hr/wk.
 - a. The high end of the pay range for the posted position is \$23/hr and up to 30 hrs/wk would bring this to \$35,900.
 - b. City administration recommends increasing from \$27,500 to \$35,900 to accommodate the highest possible salary based on the posted position.

2. Tree removal contracted services - 8/16/22 changed from \$6,700 proposed, which are 2022 actuals, back to \$5,000 due to the 10K received in grant.
 - a. We have a grant match commitment for the AEB Grant of \$3,125.
 - b. The AEB grant work is a new project to the city (did not exist in 2022) so these are not standard expenses that existed in 2022.
 - c. City administration recommends adding \$3,125 for additional contracted services for the AEB grant match, for a total of \$8,125.

3. Sanitation Contracted Services – Changed from \$18K proposed (\$16,560 2022 actuals + 6% increase) to the previous \$14,500 as per council.
 - a. 2022 actuals were \$16,560.
 - b. City Administration has not heard back on a potential price increase for 2023.
 - c. City Administration recommends budgeting \$16,560 at a minimum for 2023 due to the 2022 actuals and adding an increase for 2023 to ensure costs are covered.

	A	B	R	S	T
1	City of Birchwood Village Revenue and Expenditure Trends				
	Source: 2022 budget and actuals, 2023 known expenditures				
2			2021	2022	2023
4	RECEIPTS				
5	General Property Taxes (levy)		\$512,000.00	\$512,000.00	\$474,979.60
43	NON-LEVY REVENUE		\$0.00	\$0.00	\$0.00
44	ALL REVENUE - including levy		\$512,000.00	\$512,000.00	\$474,979.60
45	TOTAL REVENUES		\$512,000.00	\$512,000.00	\$474,979.60
46					
47	DISBURSEMENTS				
48			2021	2022	2023
49	GENERAL GOVERNMENT				
50	Publishing				
51	Printing and Binding (City Codes and other to include job p	100-41130-350	\$500.00	\$500.00	\$500.00
52	Legal Notice Publication (WBP)	100-41130-351	\$2,000.00	\$2,000.00	\$2,000.00
53	Subtotal Publication		\$2,500.00	\$2,500.00	\$2,500.00
54	City Council				
55	Wages and Salaries	100-41310-100	\$8,500.00	\$8,500.00	\$8,500.00
56	Employer Cont.-Retirement	100-41310-121	\$200.00	\$200.00	\$200.00
58	Medicare - Employer	100-41401-100	\$130.00	\$130.00	\$130.00
59	Social Security Employer	100-41401-100	\$530.00	\$530.00	\$530.00
62	City Council Subtotal		\$9,360.00	\$9,360.00	\$9,360.00
63	Clerk				
64	Wages and Salaries	100-41401-100	\$55,000.00	\$43,000.00	\$70,380.00
67	Employer Cont.-Retirement	100-41401-121	\$4,200.00	\$3,250.00	\$9,853.20
69	Medicare - Employer	100-41401-100	\$850.00	\$650.00	\$1,055.70
70	Social Security Employer	100-41401-100	\$3,500.00	\$2,700.00	\$4,574.70
73	Other Pay (insurance stipend)	100-41401-100	\$0.00	\$0.00	\$0.00
76	Accounting (Assistant Treasurer, & Deputy Clerk)				
77	Wages and Salaries	100-41401-100	\$29,815.00	\$18,000.00	\$27,500.00
78	Employer Cont.-Retirement	100-41401-121	\$2,640.00	\$0.00	\$3,850.00

	A	B	R	S	T
79	Medicare - Employer	100-41401-100	\$515.00	\$300.00	\$412.50
80	Social Security Employer	100-41401-100	\$2,200.00	\$1,500.00	\$1,787.50
81	Contracted Services (SAV bank rec.)	100-41501-314	\$2,400.00	\$2,400.00	\$2,400.00
84	Office Support				
85	Wages and Salaries	100-41401-100	\$1,000.00	\$1,000.00	\$1,000.00
86	Medicare - Employer	100-41401-100	\$15.00	\$15.00	\$15.00
87	Social Security Employer	100-41401-100	\$62.00	\$62.00	\$62.00
88	Admin. Staff Subtotal		\$102,197.00	\$72,877.00	\$122,890.60
89	Elections				
90	Wages and Salaries	100-41410-100	\$0.00	\$0.00	\$0.00
91	Operating Supplies	100-41410-210	\$0.00	\$0.00	\$0.00
92	Contracted Services (Wash. Cty. JPA)	100-41410-314	\$4,750.00	\$5,510.00	\$5,510.00
93	Repair & Maint. Supplies	100-41410-220	\$1,140.00	\$1,140.00	\$1,140.00
96	Elections Subtotal		\$6,090.00	\$6,850.00	\$6,850.00
97	Office Supplies				
98	Office Supplies	100-41911-200	\$2,000.00	\$2,100.00	\$2,100.00
101	Office Equipment	100-41911-230	\$0.00	\$0.00	\$0.00
103	Contracted Services (Toshiba)	100-41911-314	\$625.00	\$625.00	\$250.00
104	Postage/Postal Permits				
105	Office Supplies	100-41430-200	Non Levy	Non Levy	Non Levy
107	Office Operations Subtotal		\$2,625.00	\$2,725.00	\$2,350.00
108	Financial Administration				
110	Fees (banking)	100-41501-437	\$400.00	\$400.00	\$0.00
111	Subtotal		\$400.00	\$400.00	\$0.00
112	Insurance - City				
113	Insurance				
114	Packaged Liability (incl. gen. liab.)	100-41945-361	\$6,200.00	\$6,500.00	\$8,500.00
115	Property Insurance	100-41945-362			
116	Worker's Comp (for employees & contractors per audit)	100-41945-150	\$2,663.00	\$3,100.00	\$3,100.00
118	Excess Liability	100-41945-369	\$855.00	\$855.00	\$855.00
121	Insurance Subtotal		\$9,718.00	\$10,455.00	\$12,455.00
122	Assessing				
123	Contracted Services	100-41550-314	\$5,550.00	\$5,550.00	\$6,000.00

	A	B	R	S	T
124	Legal Services				
125	Professional Services	100-41601-300	\$18,000.00	\$18,000.00	\$19,000.00
126	Engineer Service				
127	Professional Services	100-41650-300	\$7,000.00	\$10,000.00	\$12,000.00
128	Planner Service				
129	Professional Services	100-41650-300		\$2,000.00	\$0.00
131	Planning & Zoning	100-41910-314			
132	Services Subtotal		\$30,550.00	\$35,550.00	\$37,000.00
133	City Training & Development				
134	Training (Admin & Council)	100-41914-310	\$3,000.00	\$3,000.00	\$2,000.00
135	Travel & Subsistence (Admin trainings)	100-41914-334			
136	Dues & Subscriptions (LMC memberships, etc.)	100-41914-433	\$1,040.00	\$1,105.00	\$1,137.00
138	Grants - Counseling Center (NYFS)	100-41905-438	\$2,000.00	\$1,805.00	\$1,805.00
139	T & D Subtotal		\$6,040.00	\$5,910.00	\$4,942.00
140	City Hall-Gov't Buildings				
141	Repair, Operating & Maint. Supplies	100-41940-220	\$765.00	\$810.00	\$810.00
143	Contracted Services (janitorial)	100-41940-314	\$1,000.00	\$1,000.00	\$1,000.00
145	Utility Services	100-41940-380	\$3,500.00	\$3,500.00	\$3,500.00
146	Buildings & Structures	100-41940-520			
147	I.T./Internet/Telephone (Metro-INET & GovOffice)	100-41940-320	\$9,100.00	\$5,250.00	\$5,250.00
148	Contracted I.T. Software (Microsoft & iDrive)	100-41940-320		\$900.00	\$900.00
149	Gov't Bldgs Subtotal		\$14,365.00	\$10,560.00	\$10,560.00
150	Cable Eqpmt and Service				
151	Contracted Services (videographer)	100-41950-314			
152	Communication (Minutes Solutions and zoom)	100-41950-320			\$3,000.00
157	Communication Subtotal		\$0.00	\$0.00	\$3,000.00
158	TOTAL Gen Government		\$183,845.00	\$157,187.00	\$211,907.60
159	PUBLIC SAFETY				
160	Police				
161	Contracted Services	100-42101-314	\$63,500.00	\$64,805.00	\$72,500.00
162	Fire				
163	Contracted Services	100-42201-314	\$29,545.00	\$32,845.00	\$36,590.00
164	Building Inspection (non levy)				

	A	B	R	S	T
166	Contracted Services	100-42401-314	Non Levy	Non Levy	Non Levy
167	Fees (variance, cond.use permits)	100-42401-437	Non Levy	Non Levy	Non Levy
168	Other Protection				
169	Contracted Services (Code Red)	100-42801-314	\$100.00	\$100.00	\$100.00
172	Animal Control	100-41916-314	\$1,000.00	\$1,000.00	\$1,000.00
176	PUBLIC SAFETY TOTAL		\$94,145.00	\$98,750.00	\$110,190.00
177	PUBLIC WORKS				
180	Highways, Streets & Roadways				
181	Repair & Maint. Supplies	100-43101-220			
182	Contracted Services (Pot Holes)	100-43101-314	\$6,000.00	\$10,000.00	\$14,000.00
183	Street Sweeping	100-43103-314	\$4,000.00	\$4,000.00	\$4,000.00
187	Street Maintenance Subtotal		\$10,000.00	\$14,000.00	\$18,000.00
188	Street Lights				
189	Utility Services	100-43160-380	\$15,000.00	\$15,000.00	\$16,800.00
190	Drainage - Structure Care				
192	Contracted Services (sump cleanout - Schifsky's)	100-43150-314	\$2,000.00	\$2,000.00	\$2,000.00
193	Fees (mpca)	100-43150-437	\$400.00	\$400.00	\$400.00
194	Subtotal		\$2,400.00	\$2,400.00	\$2,400.00
195	Ice and Snow Removal				
196	Operating Supplies (salt, sand)	100-43125-210	\$5,000.00	\$5,000.00	\$7,500.00
197	Contracted Services (Birch)	100-43125-314	\$17,000.00	\$17,000.00	\$20,000.00
198	Snow & Ice Subtotal		\$22,000.00	\$22,000.00	\$27,500.00
199	Water Utility				
200	Refunds & Reimbursements	100-43180-810	Non Levy	Non Levy	Non Levy
201	Sewer Utility				
202	Refunds & Reimbursements	100-43190-810	Non Levy	Non Levy	Non Levy
204	TOTAL - Public Works		\$49,400.00	\$53,400.00	\$64,700.00
205	CULTURE & RECREATION				
206	Recreation				
208	Dues & Subscriptions (WBLCD)	100-45101-433	Non Levy	Non Levy	Non Levy
209	Community Events (Volunteer Recognition)	210-45101-440	Non Levy	Non Levy	Non Levy
210	TOTAL Recreation		\$0.00	\$0.00	\$0.00
211	Parks				

	A	B	R	S	T
212	Wages and Salaries	100-45207-100	\$21,500.00	\$21,500.00	\$22,800.00
213	Employer Cont.-Retirement	100-45207-121	\$850.00	\$850.00	\$3,192.00
217	Medicare - Employer	100-41401-100	\$450.00	\$450.00	\$342.00
218	Social Security - Employer	100-41401-100	\$1,780.00	\$1,780.00	\$1,596.00
222	Operating Supplies	100-45207-210			\$0.00
223	Repair & Maint. Supply/Contractual	100-45207-400	\$2,000.00	\$2,100.00	\$2,100.00
225	Contracted Services (porta potty)	100-45207-314	\$2,500.00	\$2,500.00	\$2,500.00
226	Utility Services	100-45207-380	\$800.00	\$800.00	\$800.00
227	Fees	100-45207-530			
232	Projects				
233	Parks GF Subtotal		\$29,880.00	\$29,980.00	\$35,382.00
234	TOTAL Parks & Recreation		\$29,880.00	\$29,980.00	\$35,382.00
235	SANITATION				
236	Tree Care - Inspection & Removal				
237	Contracted Services (tree inspector)	100-43104-314	\$1,300.00	\$1,300.00	\$1,300.00
238	Tree Removal				
239	Operating Supplies	100-43135-210			
241	Contracted Services	100-43135-314	\$5,000.00	\$5,000.00	\$5,000.00
242	Sanitation - Recycling				
243	Contracted Services (Tennis Sanitation)	100-43300-314	\$14,500.00	\$14,500.00	\$14,500.00
245	Lawn Care/Maintenance				
246	Contracted Services	100-45208-100	\$0.00	\$0.00	\$0.00
248	TOTAL - Sanitation		\$20,800.00	\$20,800.00	\$20,800.00
249	CONSERVATION - NATURAL RESOURCE				
250	Fees, Dues & Subscriptions (WBLCD)	100-46101-437	\$2,000.00	\$2,000.00	\$2,000.00
252	TOTAL - Conservation		\$2,000.00	\$2,000.00	\$2,000.00
253	UNALLOCATED EXPENDITURES				
258	Miscellaneous	100-49201-430	\$1,930.00	\$2,000.00	
262	Transfer to Capital Projects Fund	100-49360-722	\$30,000.00	\$30,000.00	\$30,000.00
263	Sewer L/S 1 Project	100-49365-530	\$100,000.00	\$100,000.00	
264	Village Hall Restoration	100-41940-220		\$17,883.00	
266	TOTAL - Other Unallocated		\$131,930.00	\$149,883.00	\$30,000.00

	A	B	R	S	T
	TOTAL OPERATING EXPENDITURES (DISBURSEMENTS)		\$512,000.00	\$512,000.00	\$474,979.60
267					
268					
269					
270			<u>2021</u>	<u>2022</u>	<u>2023</u>
271	Levy		\$ 512,000	\$ 512,000	\$ 474,980
272	Proposed \$\$ Change		\$ 23,500	\$ 23,500	\$ (37,020)
273	Proposed % Change		4.81%	4.81%	-7.23%

MEMORANDUM

DATE: 9/6/22

TO: Mayor and City Council
FROM: Rebecca Kellen, City Administrator
COPIED: John Lund
SUBJECT: Tree Inspection Update

Birchwood Village

Jon Lund provided the following update to City Administrator on 9/6/2022.

Inspection of Public Land in Birchwood Village

Jon is nearly complete with the inspection of trees on public land in Birchwood. He anticipates completion of this by Friday, September 9th. He will be providing a map, the number of infected trees, and a cost estimate for removal by Friday, September 16th.

Jon indicated that there are a lot of infected trees at Polly Park and that it could cost the City upwards of \$20,000 for removal at that location.

Birchwood Village has been awarded a grant not to exceed \$9,375.00 on a reimbursement basis for qualifying purchases. Birchwood Village has agreed to match at least \$3,125.00 of this project cost, for a total of \$12,500.

City Administrator has reached out to the contacts received from Washinton County for tree removal and replacement. We are unable to use our current Tree Inspector for this work due to the conflict of interest clause listed in the grant.

Inspection of Residential Properties in Birchwood Village

The inspection of residential properties is in progress and Jon anticipates completion by Friday, September 9th. He will provide a list of locations and the number of diseased trees. He will document which trees are diseased versus which ones are dead. He has tagged each indentified tree with a number. Jon has been instructed to avoid promoting his own tree removal business during this process to avoid the perception of a conflict of interest to our residents.

Jon has indicated that in some cases, based on his experience, tree removal at some private residents may exceed \$12,000. Several are within the \$5000 - \$7000 range. Jon has research and provided the following code from White Bear Lake, 706.050, that discusses a means for residents to defer payment.

City Administration suggests that the Mayor and City Council consider adopting a similar deferment policy to ease the burden of the cost to residents to Birchwood Village City Code 403.080.

The City shall give to the owner or controller of the premises, where the public nuisance is described in §706.030 above are found, a written notice of the existing nuisance requiring the removal, burying or burning (if permitted) of same within twenty (20) days following the delivery or sending of such notice. A notice shall also notify the owner or controller of said premises that unless such nuisances are abated in compliance with this chapter within the specified time period, the City will proceed with the removal and abatement of such nuisances and assess all costs, authorized by this Chapter, thereon against the said property owner. When the condition of a tree is indeterminable by City Staff an expert tree consultant will be hired to determine the condition of the tree. The cost of said consultant will be paid by the City.

Service of such notice shall be by personal delivery or sent by regular U.S. mail to the person or persons to whom was sent the tax bill for the general taxes for the last preceding year on the property. It shall thereupon become the duty of the owner or owners of said premises to cause such diseased tree or trees or nuisances to be abated.

In the case of removing or treating of trees located on street terraces or boulevards, the owner or controller of abutting property may remove, or have removed, according to specifications established by the Director of Public Works, the subject tree at his or her expense. An alternative treatment regime of fungicide may be authorized the Director of Public Works. Trees which are not removed or treated within the specified time shall be declared a public nuisance and removed or treated by the City which may assess one half (1/2) the total cost, including reasonable administrative expenses, thereof to the property, which expense shall become a lien on the property. (Ref. Ord. Nos. 485, 6/11/68; 571, 4/8/75; 701, 10/8/85)

§706.050 DISEASED OR DYING TREES; PUBLIC NUISANCE ASSESSMENT, DEFERRAL. Pursuant to Minnesota Statutes §435.193 to §535.195, the City Council may, at its discretion, defer payment of a special assessment for the cost of removal of diseased trees.

Subd. 1. Standards and Guidelines. No property shall be considered for deferral of a special assessment for the cost of removal of diseased trees except when all of the following qualifications exist:

1. Affected property is homestead property owned by at least one (1) person who is sixty-five (65) years of age or older.
2. The City orders the abatement of a public nuisance pursuant to this chapter and the applicant, on forms supplied by the City, authorizes the City to abate same within the prescribed time.
3. Payment of special assessments would create a hardship for the applicant. A hardship shall be considered to exist if the household income of the owner does not exceed eighty (80) percent of the most recent published median household income data. Amended 11/9/04

The applicant shall provide the City with such other information as may be required to make a proper determination as to eligibility.

Subd. 2. Procedure. A person seeking a deferment shall make application to the City on forms prescribed by the County Auditor together with such other information as may be required by the City. The application shall be filed with the City Clerk within thirty (30) days from the adoption of the assessment roll. To remain eligible for the term of the deferment, annually, before August thirty-first (31st), the applicant shall file a renewal application with the City Clerk. The City Council shall review each application and either grant or deny the deferment, provided that nothing herein shall be construed to prohibit the determination of hardship on the basis of exceptional and unusual circumstances not covered by the standards and guidelines, where the determination is made in a non-discriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants. Deferments shall be subject to the terms and conditions of subdivision 3.

Subd. 3. Terms and Conditions. The granting of a deferment shall entitle the property owner to pay the special assessment with interest, if any, accrued to December thirty-first (31st) of the year in which payment is made in a single, installment payable on or before May thirty-first (31st) of the year following the certification of the assessment or in lieu thereof, to pay such assessment with interest, if any, accrued to December thirty-first (31st) of the year in which payment is made in equal installments extending over a period of five (5) years, the first (1st) of the installments to be payable on or before May thirty-first (31st) of the year following certification of the assessment. The property owner may, at any time prior to the certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment with interest accrued, if any, to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment and, the property owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid with interest, if any, accrued to December thirty-first (31st) of the year in which payment is made.

The City Council shall at the time of the adoption of the assessment, determine the interest rate, if any, which shall be charged for deferral.

The option to defer the payment of special assessments in equal annual installments extending over a period of five (5) years shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following events:

1. The death of the property owner when there is no spouse who is eligible for deferment;
2. The sale, transfer or subdivision of all or any part of the property;
3. Loss of homestead status on the property;
4. Determination by the City Council for any reason that there would be no hardship to require immediate or partial payment; or,
5. Failure to file a renewal application. (Ref. Ord. No. 607, 3/21/78)

403. TREE DISEASES

403.010. DECLARATION OF POLICY. The Council has determined that the health of the elm, oak, and ash trees within the municipal limits are threatened by fatal diseases known as Dutch elm disease, oak wilt, and from the emerald ash borer and the two-lined chestnut borer. . It has further been determined that the loss of elm and oak trees growing upon private and public property would substantially depreciate the value of property within the City and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the Council to control and prevent the spread of these diseases and these pests, and this article is enacted for that purpose.

403.020. CONTROL AREA DESIGNATED. For the purposes of this ordinance, the control area consists of the entire City of Birchwood Village.

403.030. APPOINTMENT OF A TREE INSPECTOR. The Council shall at least annually designate a tree inspector or tree inspectors, certified by the Minnesota Commissioner of Agriculture, who shall have the responsibilities set forth in this ordinance to administer the Dutch elm disease and oak wilt control programs and to control the infestation of the emerald ash borer and the two-lined chestnut borer within the City.

403.040. NUISANCES DECLARED. The following are declared to be public nuisances whenever and wherever they may be found within the City:

1. Elms. Any standing or living elm tree, (including but not limited to American elm, red elm, rock elm, Siberian elm, and Chinese elm), or part thereof, determined by the City tree inspector to be infected to any degree with the Dutch elm disease fungus, *Ceratocystis ulmi* (Busiman) Moreau.

Any bark intact dead or dying elm tree, or part thereof, or any elm wood including branches (greater than 2" in diameter at the largest end), logs, stumps, or firewood with bark intact that poses a threat, (as determined by the City tree inspector), of harboring or acting as a breeding site for the beetles, *Scolytus multistriatus* (Eichh) or *Hylurgopinus rufipes* (Marsch).

2. Oaks. Any bark intact living or standing tree or part thereof, in the red oak group (including, but not limited to, red oak, pin oak, northern pin oak, scarlet oak and black oak) infected to any degree, (as determined by the City tree inspector), with the oak wilt fungus *Ceratocystis fagacearum* (Bretz) Hunt, and has been determined (by the City tree inspector) to pose a threat of overland transmission of the fungus to other oak trees. This may also include any bark intact dead or dying red oak group oak tree, or part thereof, that has died of oak wilt, (as determined by the City tree inspector), including branches (greater than 2" in diameter at the largest end), logs, stumps, or firewood that is determined by the City tree inspector to pose a threat of overland transmission of the oak wilt fungus to other oak trees.

Any bark intact living or standing tree, or part thereof, in the red oak group described above that is infected to any degree with the two-lined chestnut borer (*Agrilus bilineatus*) that has been determined by the City tree inspector to pose a threat of overland transmission of the borer. This may also include any bark intact dead or dying red oak group oak tree, or part thereof, that has died from invasion of the two-lined chestnut borer as determined by the tree inspector.

3. Ash. The provisions of paragraph 2 and 3 above shall also apply whenever the tree inspector shall find a living or standing ash tree or bark intact or dying ash tree, or part thereof, that has been infested with the emerald ash borer (*Argilus planipennis* or *Agrilus marcopol*).

403.050. ABATEMENT. It is unlawful for any person to permit a public nuisance as defined in 403.040 to remain on any premises owned or controlled by that person within the designated control areas of the City. Such nuisances may be abated in the manner prescribed by this chapter.

403.060. INSPECTION AND INVESTIGATION.

1. Annual Inspection.

a. Dutch Elm disease: The tree inspector shall inspect all premises and places within the designated Dutch elm disease control area of the City at least once during the growing season, by August 1st, to determine whether any condition described in 403.040 (1) exists.

b. Elm wood: The tree inspector shall inspect all premises and places within the designated Dutch elm disease control area of the City by August 1st, of each year for elm wood or logs/stumps that meet any of the conditions described in 403.040 (1) and require by August 1st, removal or debarking of all wood logs, and stumps to be retained.

c. Oaks: The tree inspector shall inspect all premises and places within the designated control area of the City as many times as practical or necessary to determine whether any condition described in 403.040 (2) exists.

d. Ash Trees. The tree inspector shall inspect all premises and places within the City of Birchwood as many times as practical or necessary to determine whether any condition described in 403.040 (3) exists.

2. Entry on Private Premises: The tree inspector so designated by the Council may enter upon private premises at any reasonable time for the purpose of carrying out the duties assigned to him/her under this chapter.

3. Diagnosis: Whenever possible, diagnosis shall be based upon accepted field symptoms. The City tree inspector shall, upon finding indications of oak wilt or Dutch

elm disease or the two-lined chestnut borer or the emerald ash borer, take such steps for diagnosis as may be appropriate. These steps may include analysis of twig and stem samples from elm, oak, and ash trees or parts thereof suspected of being infected. The tree inspector may submit such samples to an approved laboratory upon approval of the Council. Laboratory isolation and confirmation of the presence of the fungi shall be done by the Department of Agriculture's disease laboratory, or other laboratories capable of performing such services approved by the Minnesota Commissioner of Agriculture.

403.070. INTERFERENCE PROHIBITED. It is unlawful for any person to prevent, delay or interfere with the City tree inspector or his/her agents while they are engaged in the performance of duties imposed by this ordinance.

403.080. PROCEDURE FOR ABATEMENT AND REMOVAL.

1. Notice to Landowner. Whenever it is found with reasonable certainty that a tree has oak wilt or Dutch elm disease, or is infected with the two-lined chestnut borer or the emerald ash borer, the tree inspector shall proceed as follows:

- (a) If the tree inspector finds that there is potential for infection of other oak or elm trees, the owner of the property on which the nuisance is found, shall be notified by certified mail, addressed to said owner at his/her last known address. The tree inspector will specify on the notice a reasonable date before which the nuisance must be abated. The tree inspector shall identify in the notice the abatement action to be taken.
- (b) The tree inspector shall immediately report said action to the Council and, after the expiration of the time limited by said notice, the tree inspector may proceed to abate the nuisance as herein provided.
- (c) The cost of such abatement, plus a \$50 administrative fee, shall be assessed against the owner of the property involved, or against the property itself.

403.081. ABATEMENT ACTIONS.

1. High Risk Elm Trees: High risk elm trees shall be those trees that are dead, barren, or have extensive wilt (30 percent or more of the tree is wilted). Such trees shall be identified and marked prior to July 1st. These high risk trees shall be removed within 20 days of notification of the property owner.

2. Oak Wilt: All oak trees within the designated oak wilt control area of the City diagnosed as having oak wilt should be isolated from neighboring healthy oak trees of the same species by chemical or mechanical disruption of common root systems to prevent root graft transmission of the oak wilt fungus.

To control the overland spread of oak wilt, the pruning of oaks shall be avoided during the most susceptible period of infection, from April 15 until July 1. If wounding is

unavoidable during this period, as in the aftermath of a storm or when the tree interferes with utility lines, a tree wound dressing shall be applied immediately.

a. Red Oaks. To prevent the oak wilt fungus from producing spores and to prevent the overland spread of this fungus, any bark intact diseased material resulting from any tree of the red oak group, that wilted from oak wilt in July and August of one year shall be declared hazardous for the spring of the following year. This hazardous spring period shall be defined as April 15 to July 1 and diseased material shall be determined such by the City tree inspector.

Any hazardous oak wood to be used as fuel wood or to be salvaged or other purposes must be debarked, dried, or else completely covered by heavy plastic (4 mil or greater) from April 15 until July 1 of the year following the appearance of oak wilt. After this time there is no danger of spore production and the wood does not need to be covered.

Any branch greater than 2" in diameter of the red oak group determined to be hazardous and not to be salvaged shall be disposed of by burning, chipping, or removal to an authorized dump site prior to April 15 of the year following the appearance of symptoms. Dead standing red oaks that have advanced beyond the potential for spore production need not be removed except where they constitute a hazard to life and/or property. The City tree inspector will advise accordingly.

Stumps of trees of the red oak group removed due to oak wilt shall be completely covered with at least 2" of compacted soil, removed, or debarked to the ground line to eliminate all possibilities of spore formation and overland disease spread.

Any hazardous material not dealt with in the above described manner must be removed within 20 days of notification.

b. White Oaks: Trees of the white oak group (i.e. white oak, bur oak, bicolor oak) diagnosed as having oak wilt should be isolated by root graft disruption as previously stated. Diseased material originating from such trees will rarely ever support spore formation, and salvaged material therefore will not require special treatment to prevent overland spread. Standing trees of this group showing early symptoms of oak will may sometimes be saved by removing affected branches. The City tree inspector will advise accordingly.

3. Two-lined Chestnut Borer. The tree inspector shall identify such actions as the inspector deems necessary to prevent the spread of the two-lined chestnut borer whenever the two-lined chestnut borer is discovered in Birchwood.

4. Emerald Ash Borer. The tree inspector shall identify such actions as the inspector deems necessary to prevent the spread of the emerald ash borer whenever the emerald ash borer is discovered in Birchwood.

403.090. ROOT GRAFT DISRUPTION (BARRIERS) AT PROPERTY BOUNDARIES. Because oak wilt is a community problem and because oak wilt control may benefit an entire neighborhood, the tree inspector shall recommend and encourage neighborhood participation and cooperation, including cost sharing, in root graft disruption and other control efforts, especially where oak wilt is in danger of spreading across property boundaries.

403.100. TRANSPORTING ELM AND OAK WOOD PROHIBITED. It is unlawful for any person to transport within the City any bark intact elm wood, or wood from the red oak group that is determined to be hazardous, or any oak infected with the chestnut borer, or any ash wood infected with the emerald ash borer without having first obtained a permit from the City tree inspector to do so. The City tree inspector shall grant such permits only when such permission does not interfere with the provisions of this ordinance.

403.110 PENALTY. Any person, firm or corporation who violates the conditions of this ordinance is guilty of a misdemeanor.

“AMENDED BY ORDINANCE 2011-02; MAY 10, 2011”

MEMORANDUM

DATE: 9/5/22

TO: Mayor and City Council

FROM: Rebecca Kellen, City Administrator

COPIED: Ryan Hankins

SUBJECT: 2023 Fee Schedule Clarification/Planning and Zoning

Birchwood Village

Changes are in progress for the 2023 Fee Schedule. City Administration requests a review of the Planning and Zoning Fees for further clarification. The following items are notable or need further discussion/explanation.

1. Escrows

- a. The 3K escrow was removed for all permits except CUP and variances as per the Aug 2022 CC Meeting
- b. The 1K escrows that were added 8/2022 for subdivision lot split and building move deposit were removed. City Administrator would like confirmation that this is the intent of the Mayor and City Council.
- c. The 10K escrows that existed were kept. City Administrator would like confirmation that this is the intent of the Mayor and City Council.

2. Zoning/Rezoning Fees

- a. City Administrator would like clarification on zoning and rezoning fees.
- b. The below table shows the discrepancies found between the current fee schedule and the proposed reviewed during the June/July City Council Meeting.

	Current fee schedule	Proposed
Zoning Permits (Shed, driveway, or fence)	\$30 / + city engineer's review time and materials	\$50 / \$3000
Rezoning Application Fee	\$650	Not on the doc

3. Plat Fee Reviews

- a. City Administrator would like clarification on Plat fees.
- b. The below table shows the discrepancies found between the current fee schedule and the proposed reviewed during the June/July City Council Meeting.

	Current fee schedule	Proposed
Subdivision: Minor Subdivision/Lot Split Application Fee	\$225	\$225
Subdivision Preliminary Plat Application Fee	\$450	\$1000
Preliminary Plat Application Fee	\$1000	Not on the doc
Final Plat Application Fee	\$1000	\$1000
Subdivision: Final Plat Fee	Not on the doc	\$1000

CITY OF BIRCHWOOD VILLAGE

2022 FEE SCHEDULE

All fees in this schedule are subject to “Other Inspections and Fees” (under Additional Fees) when required by the City

GENERAL FEES

Compact Disk.....	\$1.00 per disk
Copies (Black and White).....	\$0.25 per page 8 ½ x 11 and 8 ½ x 14 \$0.35 per page 11 x 17
Copies (Color).....	\$1.00 per page
Chicken / Pig License.....	\$10.00 for two years; late fee after Feb. 15
Dog License.....	\$20.00 bi-annual; late fee after Feb. 15
Facsimile.....	\$1.00 first page; \$0.50 each additional page
Hall Rental.....	\$25.00 plus \$100.00 refundable deposit
Postage & Envelopes for Mailings & Public Hearing Notices...	\$1.00 plus postage
Public Property Access Limited License (\$607.235).....	\$50.00
Returned Check.....	\$30.00

DOCK ASSOCIATION FEES

Dock Permit Fee: \$750 (\$650 per boat slip user 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.

SMALL CRAFT STORAGE FEES

Annual Small Craft Permit.....	\$30.00*
Use of Small Craft Rack without a Permit.....	\$75.00
Small Craft Removal Fee.....	\$50.00
Post Boat Storage Boating Season Violation Fee.....	\$25.00 per diem
Boat Slip at Feistner Beach.....	\$1,000/00

*waived upon proof of adjusted annual gross income of \$35,000 or less.

PLANNING AND ZONING FEES*

Comprehensive Plan Amendment Application Fee.....	\$500.00
Conditional Use Permit Application Fee.....	\$400.00
Home Occupation Permit Application Fee.....	\$100.00
Interim Use Permit Application Fee.....	\$400.00
Planned Unit Development Application Fee.....	\$650.00
Rezoning Application Fee.....	\$650.00
Subdivision: Minor Subdivision/Lot Split Application Fee.....	\$225.00
Subdivision Preliminary Plat Application Fee.....	\$450.00
Street Vacation.....	\$150.00
Variance Application Fee.....	\$600.00
Preliminary Plat Application Fee.....	\$1,000.00
Final Plat Application Fee.....	\$1,000.00

***subject to additional fees infra**

Zoning Permits: Shed, Driveway, or Fence.....	\$30.00
- (plus City Engineer’s review time and materials)	
Right-of-Way Permit Application Fee.....	\$250.00
- (plus time and materials for Engineer’s review time extending beyond two hours; plus time and materials for utility locates)	

PERMIT ESCROWS FOR DAMAGE

Subdivision.....	\$10,000
Lot Split.....	n/a
Variance.....	\$3000
Conditional Use Permit.....	\$3000
(amended and new)	
All other Land uses*	\$3000
(Including building, driveway, grading, fence and retaining wall permits)	

*Unless specifically exempted by the City Administrator and/or Building Official pursuant to Chapter 301.055.

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$29.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

SMALL CRAFT STORAGE FEES

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 or damage deposit when listed.

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)	\$45.00	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	
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 deposit and 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
VALUATION OF STRUCTURE, ADDITION OR ALTERATION		FEE COMPUTATION
\$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.



09/02/2022

Birchwood Village, City Of
207 Birchwood Avenue

Birchwood, MN 55110

Re: Workers' Compensation Premium Audit
Policy # 1003175-5
Policy Period from 06/12/2021 to 06/12/2022

Dear Andy Gonyou:

I will be in your area on **September 15, 2022 at 09:00AM** for the purposes of auditing your workers' compensation policy. It is important that the audit be completed on the scheduled date in order to determine whatever refund might be due you or any additional premium owed. The audit will be conducted for the period **07/01/2021 to 07/01/2022**

Please make the following records available to me:

- Payroll and Overtime Records by Individual
- Federal payroll tax reports 941s
- Please provide election judge wages
- If any, please provide any wages paid for furloughed employees due to Covid19
- Certificates of insurance from Vendors -2 randomly selected certs

If, for some reason you are unable to keep this appointment, please call me to arrange an alternate time. You can call my voice mail and leave a message and I will get back to you. My cell phone number is **612-478-9962**. My email is **dschack@berkleyrisk.com**.

All information obtained at the audit is strictly confidential and will only be used for the purposes of determining the final premium of your policy.

Sincerely yours,

Derek Schack
Premium Audit