



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
January 14, 2025
6:45 P.M.

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

PLEDGE OF ALLEGIANCE

SWEARING IN

- A. Swear in Mayor & Council Members* (pp. 3-4)

Legislative Update from MN House Rep. Brion Curran

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. City Council will hold it's next workshop on Monday, January 27th at 7PM.
- B. 2025 Council Meeting Schedule Available on the Website and Notice Boards.

CITY BUSINESS – CONSENT AGENDA

- A. Approve December Treasurer's Report* (pp. 5-47)
- B. Approve December 10, 2024 Meeting Minutes* (pp. 48-64)
- C. Approve December 16, 2024 Workshop Meeting Minutes* (pp. 65-66)
- D. Approve NYSF Agreement for 2025* (pp. 67-82)
- E. Approve Resolution 2025-01, White Bear Press Designation* (p. 83)
- F. Approve Resolution 2025-02, US Bank Designation* (p. 84)
- G. Approve Resolution 2025-03, 2025 EFT Designation* (pp. 85-86)
- H. Approve City Planner Contract* (pp.87-94)

CITY BUSINESS

- A. Tighe-Schmitz Park Field Rental Agreement for Soccer – Wade Jackson* (pp. 95-98)

- B. Second Reading ORDINANCE 2024-12-01, Fee Schedule Changes for Sewer and Utility Fee Changes* (pp. 99-101)
 - a. Public Hearing
 - b. Council Deliberation and Approval
- C. Administrative Appeals – Ryan Hankins* (pp. 102-116)
 - a. Discuss Administrative Appeal Fee
 - b. First Reading of Ordinance 2025-01-01, An Ordinance Amending Ordinance No. 310 and Titled “Administrative Appeals.”
 - i. First Reading and Council Deliberation
 - ii. Order Second Reading and Public Hearing
 - c. First Reading of Ordinance 2025-01-02, An Ordinance Amending the City Fee Schedule
 - i. First Reading and Council Deliberation
 - ii. Order Second Reading and Public Hearing
 - d. Discuss and Approve Appeal of Administrative Decision Form
- D. Council Liaison Designations – Jennifer Arsenault* (pp. 117-126)
 - a. Planning Commission
 - b. Parks and Natural Resources Committee
 - c. Personnel Committee
 - d. Lake Links Task Force
- E. Parks Committee Term Renewals - Kathy Weier
- F. Hockey Rink Board Replacement – Kathy Weier* (pp. 127-128)
 - a. Approve RESOLUTION 2025-04 Approving Acceptance of Gift
 - b. Approve RESOLUTION 2025-05 Approving Purchase of Replacement Boards for Ice Rink
- G. Key Metrics – Bridget Sperl* (p. 129)
- H. Administrator Updates
 - a. Liftstation Update* (pp. 130-131)

ADJOURN



OATH OF OFFICE

*State of Minnesota
County of Washington*

CITY OF BIRCHWOOD VILLAGE

I, Jennifer Arsenault, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Mayor of the City of Birchwood Village, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 14th day of January, 2025.

*Rebecca Kellen
City Administrator-Clerk*



OATH OF OFFICE

*State of Minnesota
County of Washington*

CITY OF BIRCHWOOD VILLAGE

I, Bridget Sperl, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Councilmember of the City of Birchwood Village, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 14th day of January, 2025.

*Rebecca Kellen
City Administrator-Clerk*

For the Period : 12/1/2024 To 12/31/2024

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$843,337.50	\$264,800.55	\$138,355.75	\$969,782.30	\$562.63	\$49,700.25	\$1,018,919.92
Special Rev Projects	\$21,023.05	\$0.00	\$0.00	\$21,023.05	\$0.00	\$300.00	\$21,323.05
Capital Project PW	\$102,374.49	\$0.00	\$111,845.92	(\$9,471.43)	\$0.00	\$0.00	(\$9,471.43)
Water	\$74,984.63	\$15,831.62	\$8,072.82	\$82,743.43	\$0.00	\$1,463.75	\$84,207.18
Sewer	\$59,777.09	\$11,139.18	\$29,370.72	\$41,545.55	\$0.00	\$5,506.27	\$47,051.82
Total	\$1,101,496.76	\$291,771.35	\$287,645.21	\$1,105,622.90	\$562.63	\$56,970.27	\$1,162,030.54

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

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
12/02/2024	Wachtler, Richard	171736235*	Plumbing Permit 24-0126 17 Oakridge	(12/02/2024) - ach	N	Building Permits	100-32211-	\$ 151.00
								\$ 151.00
12/02/2024	Washington County	171736245	Property Taxes-Second Half 2024. Amounts coded to Sewer and Water were collected by WACO.	(12/02/2024) -	N	General Property Taxes (31001 through 31299)	100-31001-	\$ 256,853.22
							601-37111-	\$ 2,726.89
							605-37211-	\$ 2,726.90
								\$ 262,307.01
12/05/2024	Moises MC Exteriors	171736236*	BP 24-0127, 312 Wildwood Ave	(12/05/2024) - ach	N	Building Permits	100-32211-	\$ 175.75
								\$ 175.75
12/06/2024	Hoffman, Thomas	171736237*	Dog License 39 Birchwood Ln	(12/06/2024) - ach	N	Animal Licenses	100-32240-	\$ 30.00
								\$ 30.00
12/11/2024	MN Management & Budget	171736243	Fines	(12/11/2024) -	N	Court Fines	100-35101-	\$ 296.66
								\$ 296.66
12/12/2024	Groundworks	171736238*	BP 24-0128, 253 Cedar Street	(12/12/2024) - ach	N	Building Permits	100-32211-	\$ 186.25
								\$ 186.25
12/20/2024	Fisher, Cortney	171736239*	BP 24-0128, 253 Cedar Street	(12/20/2024) - ach	N	Building Permits	100-32211-	\$ 117.81
								\$ 117.81
12/26/2024	MN Management & Budget	171736244	Small Cities Assistance	(12/26/2024) -	N	State Grants and Aid	100-33422-	\$ 1,605.00
								\$ 1,605.00

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
12/31/2024	Erie Construction	171736240*	BP 24-0129, 608 Wildwood Ave	(12/31/2024) - ach	N	Building Permits	100-32211-	\$ 562.63
								\$ 562.63
12/31/2024	Residents - via St Anthony Village	171736241	Utility Billing Receipts for December 2024	(12/31/2024) -	N	Water Consumption	601-37111-	\$ 8,492.27
						Water Utility User Fee	601-37112-	\$ 4,317.84
						State Surcharge	601-37116-	\$ 261.71
						Penalties and Forfeited Discounts	601-37160-	\$ 32.91
						Sewer Consumption	605-37211-	\$ 4,203.61
						Sewer Minimum Charge	605-37212-	\$ 4,180.74
						Penalties and Forfeited Discounts	605-37260-	\$ 27.93
								\$ 21,517.01
12/31/2024	4 M Fund	171736242	December 24 interest	(12/31/2024) -	N	Interest Earning	100-36210-	\$ 4,590.01
						Interest Earning	100-36210-	\$ 232.22
								\$ 4,822.23
Total for Selected Receipts								\$ 291,771.35

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/02/2024	Buberl Black Dirt, Inc	33216*	Black Dirt for Beach Maintenance	N	Parks	100-45207-400-	\$ 25.50
	Total For Check	33216					\$ 25.50
12/02/2024	Bituminous Roadways	33217*	2024 Pavement Rehab	N	Capital Project Engineering Expense	406-41935-300-	\$ 107,785.42
	Total For Check	33217					\$ 107,785.42
12/02/2024	City of St. Anthony Village	33218*	4th Q 2024 Utility Billing	N	Financial Administration	601-41501-314-	\$ 4,178.00
	Total For Check	33218					\$ 4,178.00
12/02/2024	City of White Bear Lake Public Work	33219*	Dec 2024 Monthly Public Safety Facility Fire Services	N	Fire	100-42201-314-	\$ 1,196.38
	Total For Check	33219					\$ 1,196.38
12/02/2024	City of White Bear Lake Fire	33220*	Fire Srvc -Dec 2024	N	Fire	100-42201-314-	\$ 3,888.36
	Total For Check	33220					\$ 3,888.36
12/02/2024	Cornerstone Land Surveying, Inc.	33221*	Land Survey Ash Path-2023--2nd Time	N	Survey - Public Property	100-43195-314-	\$ 775.00
	Total For Check	33221					\$ 775.00
12/02/2024	John Wikstrom	33222*	Nov City Planner Fees	N	General Fund Engineering Expense	100-41925-300-	\$ 1,600.00
	Total For Check	33222					\$ 1,600.00
12/02/2024	LRS Portables, LLC	33223*	Nov Portable Potty	N	Parks	100-45207-314-	\$ 798.00
	Total For Check	33223					\$ 798.00
12/02/2024	Mary Wingfield	33224*	Refund for duplicate payment of candacy filing for Mayor	N	Elections	100-41410-430-	\$ 2.00
	Total For Check	33224					\$ 2.00
12/02/2024	Metro - INET	33225*	IT Charges--Dec Tech Support	N	General Government Buildings and Plant	100-41940-320-	\$ 501.00
	Total For Check	33225					\$ 501.00
12/02/2024	MENARD'S - OAKDALE	33226*	Supplies for Ash Path Fencing	N	General Government Buildings and Plant	100-41940-220-	\$ 292.55
	Total For Check	33226					\$ 292.55

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/02/2024	Metropolitan Council - Env. Service	33227*	Oct, Nov Waste Water Services	N	Sewer Utility	605-49465-217-	\$ 5,335.64
		33227*				605-49465-217-	\$ 5,335.64
	Total For Check	33227					\$ 10,671.28
12/02/2024	Minnesota Department of Health	33228*	Community Water Supply Service Connection Fee for 10/1/24 - 12/31/24	N	Water Utility	601-49415-437-	\$ 903.00
	Total For Check	33228					\$ 903.00
12/02/2024	Press Publications	33229*	***VOID\$221.81***Ref #720497, 720518, 819076, Disply check pay and notice of election	Y	Ordinances and Proceedings	100-41130-351-	\$ -
	Total For Check	33229					\$ -
12/02/2024	Press Publications	33230*	***VOID\$252.24***Ref #820001--legal, wildwood ave lift station	Y	Ordinances and Proceedings	100-41130-351-	\$ -
	Total For Check	33230					\$ -
12/02/2024	Regents of the University of MN	33231*	Oak Wilt Test on oak at Ash Path	N	Parks	100-45207-400-	\$ 65.00
	Total For Check	33231					\$ 65.00
12/02/2024	Tennis Sanitation, LLC	33232*	Recycling for Service Period: sept - oct 2024	N	Recycle	100-43300-314-	\$ 3,128.00
	Total For Check	33232					\$ 3,128.00
12/02/2024	Top Green Co	33233*	Lawn Services for Oct & Nov. Mowing and leaf clean up	N	Parks	100-45207-400-	\$ 3,834.50
	Total For Check	33233					\$ 3,834.50
12/02/2024	Toshiba America Business Solutions	33234*	Nov Monthly Usage Allowance	N	Office Operations Supplies	100-41911-314-	\$ 10.62
	Total For Check	33234					\$ 10.62
12/02/2024	TSE, Inc. Work Account	33235*	Janitorial Services - 11/7 & 11/21	N	General Government Buildings and Plant	100-41940-314-	\$ 29.95
		33235*				100-41940-314-	\$ 29.95
	Total For Check	33235					\$ 59.90
12/02/2024	Therese Bellinger	33236*	Reimburse for stamps and paper and MS Licensing	N	Office Operations Supplies	100-41911-200-	\$ 365.19

Fund Name: All Funds

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		33236*			Data Processing	100-41920-230-	\$ 738.75
	Total For Check	33236					\$ 1,103.94
12/02/2024	USS Minnesota One MT LLC	33237*	Solar Energy - Oct Charges--	N	General Government Buildings and Plant	100-41940-380-	\$ 89.35
		33237*			Sewer Utility	605-49465-380-	\$ 238.26
		33237*				605-49465-380-	\$ 431.84
	Total For Check	33237					\$ 759.45
12/02/2024	Stoltzman, Cris	33238*	Videography - Council Mtg--11/12, 3.5 hrs Charged	N	Cable Eqpmt and Service	100-41950-314-	\$ 96.46
	Total For Check	33238					\$ 96.46
12/02/2024	Washington County Sheriff	33239*	Police Services- 219503 July - Dec 2024	N	Police	100-42101-314-	\$ 44,064.53
	Total For Check	33239					\$ 44,064.53
12/02/2024	White Bear Township	33240*	Clean LS @ & 3, Add new conduit for new antenna cable and grounding protection	N	Sewer Utility	605-49465-314-	\$ 4,028.66
	Total For Check	33240					\$ 4,028.66
12/02/2024	Jim Rydeen	33241*	Reimbursement for cost to dispose of landscape timbers from ash easement	N	Parks	100-45207-220-	\$ 80.00
	Total For Check	33241					\$ 80.00
12/02/2024	Bolton & Menk, Inc.	33242*	Oct Consult with 160 Cedar Street on changes of land survey. HO will be billed for serv	N	General Fund Engineering Expense	100-41925-300-	\$ 79.00
	Total For Check	33242					\$ 79.00
12/02/2024	Bolton & Menk, Inc.	33243*	Oct Consult with 423 Wildwood. Imperv calc review to meet code. Approved & billed	N	General Fund Engineering Expense	100-41925-300-	\$ 79.00
	Total For Check	33243					\$ 79.00
12/02/2024	Bolton & Menk, Inc.	33244*	Sept Consult with 700 Birchwood on Lot Split. HO billed.	N	General Fund Engineering Expense	100-41925-300-	\$ 316.00
	Total For Check	33244					\$ 316.00

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/02/2024	Bolton & Menk, Inc.	33245*	Aug Council Meeting and General Engineering	N	General Fund Engineering Expense	100-41925-300-	\$ 300.00
		33245*				100-41925-300-	\$ 395.00
		Total For Check	33245				\$ 695.00
12/02/2024	Bolton & Menk, Inc.	33246*	Sept Council Meeting and General Engineering	N	General Fund Engineering Expense	100-41925-300-	\$ 300.00
		33246*				100-41925-300-	\$ 897.50
		Total For Check	33246				\$ 1,197.50
12/02/2024	Bolton & Menk, Inc.	33247*	Oct Council Meeting and General Engineering	N	General Fund Engineering Expense	100-41925-300-	\$ 300.00
		33247*				100-41925-300-	\$ 3,561.50
		Total For Check	33247				\$ 3,861.50
12/02/2024	Bolton & Menk, Inc.	33248*	Road Improvement Management and Review	N	Capital Project Engineering Expense	406-41935-300-	\$ 948.00
		Total For Check	33248				\$ 948.00
12/02/2024	Bolton & Menk, Inc.	33249*	Aug-160 Cedar Street Appeal Memo	N	General Fund Engineering Expense	100-41925-300-	\$ 948.00
		Total For Check	33249				\$ 948.00
12/02/2024	Bolton & Menk, Inc.	33250*	Oct Road Improvement Plan	N	Capital Project Engineering Expense	406-41935-300-	\$ 2,686.00
		Total For Check	33250				\$ 2,686.00
12/02/2024	Bolton & Menk, Inc.	33251*	Sept 2023 Lift Station Lift Reconstruction-Design & Project Engineer	N	Sewer Engineering Expense	605-49485-300-	\$ 3,354.00
		Total For Check	33251				\$ 3,354.00
12/02/2024	Bolton & Menk, Inc.	33252*	Permit Review for Row Permit 30 Oakridge Dr, HO Billed	N	General Fund Engineering Expense	100-41925-300-	\$ 79.00
		Total For Check	33252				\$ 79.00
12/02/2024	Bolton & Menk, Inc.	33253*	Road Improvement Plan--Speed Limit and Project Engineering	N	Capital Project Engineering Expense	406-41935-300-	\$ 426.50
		Total For Check	33253				\$ 426.50
12/02/2024	Manship Plumbing & Heating Inc	33254*	Sewer/Water-Nov Retain, Water testing, Locates, Drink Fountain Shut Dn, Copper Pipe Report	N	Water Utility	601-49415-314-	\$ 800.00

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		33254*				601-49415-314-	\$ 120.00
		33254*				601-49415-314-	\$ 240.00
		33254*				601-49415-314-	\$ 120.00
		33254*				601-49415-314-	\$ 120.00
	Total For Check	33254					\$ 1,400.00
12/02/2024	Techie Dudes	eft11042024-a*	Nov IT Services	N	Phone/IT	100-41955-314-	\$ 247.00
	Total For Check	eft11042024-a					\$ 247.00
12/02/2024	Techie Dudes	eft11042024-b*	Laptop Purchase for Treasurer	N	Office Operations Supplies	100-41911-230-	\$ 1,020.95
	Total For Check	eft11042024-b					\$ 1,020.95
12/02/2024	Xcel 2335-4	eft11182024-a*	Electricity 9/17/24-10/16/24	N	Water Utility	601-49415-380-	\$ 9.96
	Total For Check	eft11182024-a					\$ 9.96
12/02/2024	Xcel 4094-1	eft11182024-b*	Gas Service 9/18-10/17 200 Wildwood Lift Station	N	Water Utility	605-49415-380-	\$ 28.88
	Total For Check	eft11182024-b					\$ 28.88
12/02/2024	Xcel 9369-0	eft11182024-c*	407 Lake Lift Station 9/19-10/17	N	Sewer Utility	605-49465-380-	\$ 27.56
	Total For Check	eft11182024-c					\$ 27.56
12/02/2024	Amazon	eft11212024*	Tape for AV Room	N	Cable Eqpmt and Service	100-41950-320-	\$ 15.98
	Total For Check	eft11212024					\$ 15.98
12/02/2024	A T & T Mobility	eft11252024*	Wireless for water tower- 11/2-12/1	N	Water Utility	601-49415-382-	\$ 53.95
	Total For Check	eft11252024					\$ 53.95
12/02/2024	Quantum Fiber	eft11272024*	Nov Internet Service Fee	N	Phone/IT	100-41955-314-	\$ 50.00
	Total For Check	eft11272024					\$ 50.00
12/03/2024	Metropolitan Council - Env. Service	33255*	Dec Waste Water Services	N	Sewer Utility	605-49465-217-	\$ 5,131.86
	Total For Check	33255					\$ 5,131.86
12/03/2024	Press Publications	33256*	Ref #820001,821788, 821789--legal, wildwood ave lift station, appeal of ad, proposed ord	N	Ordinances and Proceedings	100-41130-351-	\$ 410.99
	Total For Check	33256					\$ 410.99
12/03/2024	Gopher State One Call	33257*	Nov 11 Tickets	N	Utility Locates	605-49455-314-	\$ 14.85

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	33257				\$ 14.85
12/03/2024	Companion Animal Control LLC	33258*	Animal Control Services - Nov	N	Animal Control	100-41916-314-	\$ 80.00
		Total For Check	33258				\$ 80.00
12/03/2024	Universal Services Inc	33259*	Escrow Refund for #2023-98-Underground cable for Hall, Jay, and Wildwood	N	Escrow Refunds	100-49250-810-	\$ 3,000.00
		Total For Check	33259				\$ 3,000.00
12/03/2024	Nickolaus, Tony	33260*	Escrow Refund-24-0089, 117 Wildwood-Work Inspected and Final Complete	N	Escrow Refunds	100-49250-810-	\$ 3,000.00
		Total For Check	33260				\$ 3,000.00
12/03/2024	D&D Services	33261*	Escrow Refund, 24-0041, 1 White Pine Ln--Work Completed and Confirmed Repaired	N	Escrow Refunds	100-49250-810-	\$ 3,000.00
		Total For Check	33261				\$ 3,000.00
12/03/2024	Lumen Technologies	33262*	Escrow Refund for N-758024 & N-958024. Row 22 and 23. Birchwood, Wildwood, Oakridge, Jay	N	Escrow Refunds	100-49250-810-	\$ 3,000.00
		33262*				100-49250-810-	\$ 3,000.00
		Total For Check	33262				\$ 6,000.00
12/04/2024	Xcel 2307-8	eft12042024*	Street Lighting Oct Charges	N	Street Lighting	100-43160-380-	\$ 1,352.48
		Total For Check	eft12042024				\$ 1,352.48
12/05/2024	Payroll Period Ending 12/05/2024	33263	Office Payroll 11/17-11/30	N	Clerk - Treasurer	100-41401-100-	\$ 860.12
		Total For Check	33263				\$ 860.12
12/05/2024	Payroll Period Ending 12/05/2024	33264	Office Payroll 11/17-11/30	N	Clerk - Treasurer	100-41401-100-	\$ 2,188.51
		Total For Check	33264				\$ 2,188.51
12/05/2024	Payroll Period Ending 12/05/2024	33265	Office Payroll 11/17-11/30	N	Parks	100-45207-100-	\$ 242.41
		Total For Check	33265				\$ 242.41
12/05/2024	Payroll Period Ending 12/05/2024	33266	Office Payroll 11/17-11/30	N	Clerk - Treasurer	100-41401-100-	\$ 388.15
		Total For Check	33266				\$ 388.15

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/05/2024	PERA	eft12052024*	Retirement funds-PR 11/17 - 11/30/24, TB,BK, MO	N	Clerk - Treasurer	100-41401-121-	\$ 625.00
		Total For Check	eft12052024				\$ 625.00
12/11/2024	Techie Dudes	eft12112024*	3 Yr Watchguard Security Subscription and WIFI Access Point	N	Office Operations Supplies	100-41911-230-	\$ 986.25
		eft12112024*				100-41911-230-	\$ 243.36
		eft12112024*				100-41911-230-	\$ 102.98
		Total For Check	eft12112024				\$ 1,332.59
12/12/2024	IRS - US Treasury	EFT121224A	Federal Taxes - Q4 2024 -November Payment	N	Clerk - Treasurer	100-41401-100-	\$ 1,224.96
		EFT121224A				100-41401-100-	\$ 286.48
		EFT121224A				100-41401-100-	\$ 396.50
		Total For Check	EFT121224A				\$ 1,907.94
12/12/2024	MN Department of Revenue	EFT121224B	MN State Tax eFiling - 2024 Q4-November pymt	N	Clerk - Treasurer	100-41401-115-	\$ 440.46
		Total For Check	EFT121224B				\$ 440.46
12/16/2024	Xcel 2335-4	eft12162024-a*	Electricity 10/17/24-11/14/2024	N	Water Utility	601-49415-380-	\$ 10.21
		Total For Check	eft12162024-a				\$ 10.21
12/16/2024	Xcel 9369-0	eft12162024-b*	407 Lake Lift Station 10/18/2024-11/15/2024	N	Sewer Utility	605-49465-380-	\$ 28.87
		Total For Check	eft12162024-b				\$ 28.87
12/17/2024	Xcel 4094-1	eft12172024*	Gas Service 10/17/24-11/17/24 200 Wildwood Lift Station	N	Water Utility	605-49415-380-	\$ 27.36
		Total For Check	eft12172024				\$ 27.36
12/20/2024	Payroll Period Ending 12/20/2024	33267	Office Payroll 12/1/24 - 12/14/2024	N	Clerk - Treasurer	100-41401-100-	\$ 964.85
		Total For Check	33267				\$ 964.85
12/20/2024	Payroll Period Ending 12/20/2024	33268	Office Payroll 12/1/24 - 12/14/2024	N	Clerk - Treasurer	100-41401-100-	\$ 2,188.51
		Total For Check	33268				\$ 2,188.51
12/20/2024	Payroll Period Ending 12/20/2024	33269	Office Payroll 12/1/24 - 12/14/2024	N	Parks	100-45207-100-	\$ 837.94

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	33269				\$ 837.94
12/20/2024	PERA	EFT12202024*	Retirement funds-PR 12/1/24 - 12/14/2024, TB,BK, JR	N	Clerk - Treasurer	100-41401-121-	\$ 657.67
		EFT12202024*			Parks	100-45207-121-	\$ 68.73
		Total For Check	EFT12202024				\$ 726.40
12/22/2024	A T & T Mobility	eft12222024*	Wireless for water tower- 12/2/24 - 1/2/25	N	Water Utility	601-49415-382-	\$ 53.95
		Total For Check	eft12222024				\$ 53.95
12/26/2024	Payroll Period Ending 12/26/2024	33270	City Council 2024 Pay	N	Mayor	100-41310-100-	\$ 954.37
		Total For Check	33270				\$ 954.37
12/26/2024	Payroll Period Ending 12/26/2024	33271	City Council 2024 Pay	N	Mayor	100-41310-100-	\$ 1,385.25
		Total For Check	33271				\$ 1,385.25
12/31/2024	Payroll Period Ending 12/31/2024	33272	Office Payroll 12/15/2024-12/28/2024	N	Clerk - Treasurer	100-41401-100-	\$ 800.74
		Total For Check	33272				\$ 800.74
12/31/2024	Payroll Period Ending 12/31/2024	33273	Office Payroll 12/15/2024-12/28/2024	N	Clerk - Treasurer	100-41401-100-	\$ 2,188.51
		Total For Check	33273				\$ 2,188.51
12/31/2024	Payroll Period Ending 12/31/2024	33274	Office Payroll 12/15/2024-12/28/2024	N	Parks	100-45207-100-	\$ 959.10
		Total For Check	33274				\$ 959.10
12/31/2024	BrightView Landscapes, LLC.	33275*	Street Salt and Brine 11/20-11/21,	N	Ice and Snow Removal	100-43125-210-	\$ 822.50
		Total For Check	33275				\$ 822.50
12/31/2024	BrightView Landscapes, LLC.	33276*	Street Salt and Brine 11/28	N	Ice and Snow Removal	100-43125-210-	\$ 500.00
		Total For Check	33276				\$ 500.00
12/31/2024	BrightView Landscapes, LLC.	33277*	Street Salt and Brine 12/2	N	Ice and Snow Removal	100-43125-210-	\$ 910.00
		Total For Check	33277				\$ 910.00
12/31/2024	BrightView Landscapes, LLC.	33278*	Street Salt and Brine 12/4	N	Ice and Snow Removal	100-43125-210-	\$ 530.00
		Total For Check	33278				\$ 530.00
12/31/2024	BrightView Landscapes, LLC.	33279*	Street Salt and Brine 12/10	N	Ice and Snow Removal	100-43125-210-	\$ 756.25

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	33279				\$ 756.25
12/31/2024	BrightView Landscapes, LLC.	33280*	Street Salt and Brine 12/14	N	Ice and Snow Removal	100-43125-210-	\$ 1,304.00
		Total For Check	33280				\$ 1,304.00
12/31/2024	BrightView Landscapes, LLC.	33281*	Street Salt and Brine and Plow 12/18,	N	Ice and Snow Removal	100-43125-210-	\$ 8,628.75
		Total For Check	33281				\$ 8,628.75
12/31/2024	Companion Animal Control LLC	33282*	Animal Control Services - Dec	N	Animal Control	100-41916-314-	\$ 80.00
		Total For Check	33282				\$ 80.00
12/31/2024	Earl F. Andersen	33283*	Signs for Stop, Yield, Oncoming Traffic, Name Tags & Pole	N	Parks	100-45207-220-	\$ 395.33
		Total For Check	33283				\$ 395.33
12/31/2024	Gopher State One Call	33284*	Dec 6 Tickets	N	Utility Locates	605-49455-314-	\$ 8.10
		Total For Check	33284				\$ 8.10
12/31/2024	Washington County - Property & Tax	33285*	Election Serv--Mar Nomination Primary, Statewide Primary/Election, Election Judges	N	Assessing	100-41550-314-	\$ 10,648.70
		Total For Check	33285				\$ 10,648.70
12/31/2024	Menard's - MAPLEWOOD	33286*	Salt for City Hall Sidewalks	N	General Government Buildings and Plant	100-41940-400-	\$ 13.98
		Total For Check	33286				\$ 13.98
12/31/2024	League of MN Cities	33287*	Membership Dues for 2025	N	City Training and Development	100-41914-433-	\$ 1,293.00
		Total For Check	33287				\$ 1,293.00
12/31/2024	LRS Portables, LLC	33288*	Dec Portable Potty	N	Parks	100-45207-314-	\$ 224.00
		Total For Check	33288				\$ 224.00
12/31/2024	MENARD'S - OAKDALE	33289*	Fence Spikes	N	General Government Buildings and Plant	100-41940-220-	\$ 19.99
		Total For Check	33289				\$ 19.99
12/31/2024	Metro - INET	33290*	IT Charges--Dec Tech Support	N	General Government Buildings and Plant	100-41940-320-	\$ 501.00
		Total For Check	33290				\$ 501.00

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/31/2024	Merrick Inc.	33291*	Q4 mailer--Newsletter	N	Newsletter	601-49435-350-	\$ 183.75
		Total For Check	33291				\$ 183.75
12/31/2024	Manship Plumbing & Heating Inc	33292*	Sewer/Water-Dec Retain, Water testing, Locates	N	Water Utility	601-49415-314-	\$ 800.00
		33292*				601-49415-314-	\$ 120.00
		33292*				601-49415-314-	\$ 360.00
		Total For Check	33292				\$ 1,280.00
12/31/2024	Menard's - MAPLEWOOD	33293*	River Pebble for Fence	N	General Government Buildings and Plant	100-41940-400-	\$ 7.38
		Total For Check	33293				\$ 7.38
12/31/2024	National Band & Tag Company	33294*	New 25-27 Dog License Tags for Registering	N	Animal Control	100-41916-200-	\$ 92.10
		Total For Check	33294				\$ 92.10
12/31/2024	Press Publications	33295*	Ref #821788 & 821789, Dec 10th appeal-AD, and Proposed Ordinance	N	Ordinances and Proceedings	100-41130-351-	\$ 84.08
		33295*				100-41130-351-	\$ 73.57
		Total For Check	33295				\$ 157.65
12/31/2024	Press Publications	33296*	Ref #822720, Dec 12th Truth In Taxation	N	Ordinances and Proceedings	100-41130-351-	\$ 52.55
		Total For Check	33296				\$ 52.55
12/31/2024	Press Publications	33297*	Ref #823740-823742, Legal Ord 2024-11-01, 2024-03-01, 2024-03-02	N	Ordinances and Proceedings	100-41130-351-	\$ 126.12
		33297*				100-41130-351-	\$ 84.08
		33297*				100-41130-351-	\$ 63.06
		Total For Check	33297				\$ 273.26
12/31/2024	TSE, Inc. Work Account	33298*	Janitorial Services - 7/18/24 & 12/5 & 12/19	N	General Government Buildings and Plant	100-41940-314-	\$ 29.95
		33298*				100-41940-314-	\$ 29.95
		33298*				100-41940-314-	\$ 29.95
		Total For Check	33298				\$ 89.85
12/31/2024	Tennis Sanitation, LLC	33299*	Recycling for Serv: nov - dec 2024	N	Recycle	100-43300-314-	\$ 3,128.00

Fund Name: All Funds

Date Range: 12/01/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	33299				\$ 3,128.00
12/31/2024	Toshiba America Business Solutions	33300*	Dec Monthly Usage Allowance	N	Office Operations Supplies	100-41911-314-	\$ 10.62
		Total For Check	33300				\$ 10.62
12/31/2024	Stoltzman, Cris	33301*	Videography - Council Mtg--12/10, 5 hrs Charged	N	Cable Eqpmt and Service	100-41950-314-	\$ 137.80
		Total For Check	33301				\$ 137.80
12/31/2024	White Bear Township	33302*	Chked & Inspected Lift Stations 2 & 3, Plowed Birchwood Trail, Bid Opening for Station 2	N	Sewer Utility	605-49465-314-	\$ 720.12
		Total For Check	33302				\$ 720.12
12/31/2024	USS Minnesota One MT LLC	33303*	Solar Energy - Nov Charges--	N	General Government Buildings and Plant	100-41940-380-	\$ 36.28
		33303*			Sewer Utility	605-49465-380-	\$ 96.74
		33303*				605-49465-380-	\$ 175.34
		Total For Check	33303				\$ 308.36
12/31/2024	Washington County - Property & Tax	33304*	2025 Truth In Taxation	N	Assessing	100-41550-314-	\$ 111.54
		Total For Check	33304				\$ 111.54
12/31/2024	Bolton & Menk, Inc.	33313*	2023 Lift Station Reconstruction	N	Sewer Engineering Expense	605-49485-300-	\$ 4,387.00
		Total For Check	33313				\$ 4,387.00
12/31/2024	Xcel 2307-8	eft12312024-a*	Street Lighting Nov Charges	N	Street Lighting	100-43160-380-	\$ 1,344.22
		Total For Check	eft12312024-a				\$ 1,344.22
12/31/2024	Techie Dudes	eft12312024-b*	Monthly Cloud Storage and MS Email Exchange	N	Office Operations Supplies	100-41911-230-	\$ 247.00
		eft12312024-b*				100-41911-230-	\$ 5.66
		Total For Check	eft12312024-b				\$ 252.66
Total For Selected Checks							\$ 287,645.21

As on 12/31/2024

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	14,000.00	14,000.00
Total Acct 322	0.00	14,000.00	14,000.00
Total Revenues	0.00	14,000.00	14,000.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Recreation			
Miscellaneous (431 through 499)	0.00	200.00	(200.00)
Community Events	0.00	3,600.00	(3,600.00)
Total Acct 451	0.00	3,800.00	(3,800.00)
Total Disbursements	0.00	3,800.00	(3,800.00)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		10,823.05	
Total Receipts and Other Financing Sources		14,000.00	
Total Disbursements and Other Financing Uses		3,800.00	
Cash Balance as of 12/31/2024		21,023.05	

As on 12/31/2024

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Financing Sources:			
Transfer From General Fund	0.00	30,000.00	30,000.00
Total Acct 392	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>
Total Other Financing Sources	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>
Disbursements:			
General Fund Engineering Expense			
PROFESSIONAL SERVICES (301 through 319)	0.00	395.00	(395.00)
Capital Project Engineering Expense			
PROFESSIONAL SERVICES (301 through 319)	0.00	114,185.92	(114,185.92)
Total Acct 419	<u>0.00</u>	<u>114,580.92</u>	<u>(114,580.92)</u>
Sewer Engineering Expense			
PROFESSIONAL SERVICES (301 through 319)	0.00	632.00	(632.00)
Total Acct 494	<u>0.00</u>	<u>632.00</u>	<u>(632.00)</u>
Total Disbursements	<u>0.00</u>	<u>115,212.92</u>	<u>(115,212.92)</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Beginning Cash Balance		75,741.49	
Total Receipts and Other Financing Sources		30,000.00	
Total Disbursements and Other Financing Uses		<u>115,212.92</u>	
Cash Balance as of 12/31/2024		(9,471.43)	

As on 12/31/2024

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Consumption	0.00	79,126.65	79,126.65
Water Utility User Fee	0.00	50,737.63	50,737.63
Water Main-break Surcharge	0.00	22,650.84	22,650.84
Special Water Charges	0.00	1,673.31	1,673.31
State Surcharge	0.00	3,268.73	3,268.73
Administrative Fee Move/Out	0.00	1,207.51	1,207.51
Penalties and Forfeited Discounts	0.00	1,195.41	1,195.41
Total Acct 371	0.00	159,860.08	159,860.08
Total Revenues	0.00	159,860.08	159,860.08
Other Financing Sources:			
Transfer From General Fund	0.00	6,287.74	6,287.74
Total Acct 392	0.00	6,287.74	6,287.74
Total Other Financing Sources	0.00	6,287.74	6,287.74
Disbursements:			
Financial Administration			
Contracted Services	0.00	16,176.00	(16,176.00)
Total Acct 415	0.00	16,176.00	(16,176.00)
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	1,300.31	(1,300.31)
Contracted Services	0.00	99,138.54	(99,138.54)
Utility Services (381 through 389)	0.00	111.36	(111.36)
Utility Services: Water	0.00	775.16	(775.16)
Fees	0.00	3,483.00	(3,483.00)
Wtr/Swr Emergency			
PROFESSIONAL SERVICES (301 through 319)	0.00	3,297.88	(3,297.88)
Contracted Services	0.00	29,165.90	(29,165.90)
Newsletter			
Printing and Binding (351 through 359)	0.00	741.86	(741.86)
Total Acct 494	0.00	138,014.01	(138,014.01)
Total Disbursements	0.00	154,190.01	(154,190.01)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		70,785.62	
Total Receipts and Other Financing Sources		166,147.82	
Total Disbursements and Other Financing Uses		154,190.01	
Cash Balance as of 12/31/2024		82,743.43	

As on 12/31/2024

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Refund-Reimbursemnt-Dividend	0.00	18,932.70	18,932.70
Total Acct 362	0.00	18,932.70	18,932.70
Sewer Consumption	0.00	60,708.17	60,708.17
Sewer Minimum Charge	0.00	52,506.35	52,506.35
Penalties and Forfeited Discounts	0.00	874.51	874.51
Total Acct 372	0.00	114,089.03	114,089.03
Total Revenues	0.00	133,021.73	133,021.73
Other Financing Sources:			
Transfer From General Fund	0.00	4,580.10	4,580.10
Total Acct 392	0.00	4,580.10	4,580.10
Total Other Financing Sources	0.00	4,580.10	4,580.10
Disbursements:			
Storm Drainage			
Utility Services (381 through 389)	0.00	1,400.00	(1,400.00)
Total Acct 431	0.00	1,400.00	(1,400.00)
Water Utility			
Contracted Services	0.00	1,020.17	(1,020.17)
Utility Services (381 through 389)	0.00	231.04	(231.04)
Utility Locates			
Contracted Services	0.00	625.10	(625.10)
Sewer Utility			
Sewer - Wastewater Charge	0.00	76,588.39	(76,588.39)
Contracted Services	0.00	42,374.42	(42,374.42)
Utility Services (381 through 389)	0.00	12,995.55	(12,995.55)
Sewer Engineering Expense			
PROFESSIONAL SERVICES (301 through 319)	0.00	47,756.00	(47,756.00)
Postage/Postal Permits			
Communications: Postage	0.00	296.14	(296.14)
Total Acct 494	0.00	181,886.81	(181,886.81)
Total Disbursements	0.00	183,286.81	(183,286.81)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		87,230.53	
Total Receipts and Other Financing Sources		137,601.83	
Total Disbursements and Other Financing Uses		183,286.81	
Cash Balance as of 12/31/2024		41,545.55	

City of Birchwood Village
Bank Reconciliation

US Bank
General Fund #1-801-2001-5920
12/31/2024

Genl Fund 4M #35172-101

4M balance	General Fund		\$1,160,899.97
Outstanding Checks	Outstanding Checks	\$	(56,970.27)
Outstanding Deposits	Outstanding Deposits	\$	562.63
	Checks Paid Redemption/Purchases settled 1/2/2025		(\$183.56)
Bank Open Items	US Bank Correction - Being Researched by		\$455.58
	US Bank (Ref # JLS1505511)- Utility Deposit.		
	MN Dept Revenue - went through bank twice.		\$511.55
	Quantum Fiber - Need to enter into CTAS		\$50.00
	Quantum Fiber - Need to enter into CTAS		\$50.00
	Techie Dudes - Need to enter into CTAS		\$247.00
			<u>\$1,105,622.90</u>
	Balance Per Cash Control Statement		<u><u>\$1,105,622.90</u></u>
		DIFFERENCE	\$0.00

*** Special assessment utility amounts received through WACO Property taxes will be broken out correctly in the next couple of days. The correct breakdown was not available at time of reconciliation. The amount was \$5,453.79 and it was coded half to sewer and half to water until further breakdown is available.

Monthly Activity Summary

12/1/2024 - 12/31/2024

Class	Account	Beginning Balance	Contributions	Interest	Checks Paid	Other Withdrawals	Month End Balance
4M	35389 - 101 General Fund	\$1,038,027.99	\$288,614.30	\$4,590.01	(\$225,651.25)	(\$5,469.67)	\$1,100,111.38
4MP	35389 - 101 General Fund	\$60,556.37	\$0.00	\$232.22	\$0.00	\$0.00	\$60,788.59
LTD	35389 - 101 General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$1,098,584.36	\$288,614.30	\$4,822.23	(\$225,651.25)	(\$5,469.67)	\$1,160,899.97

Activity Summary (35389-101) General Fund

12/1/2024 - 12/31/2024

Investment Pool Summary	4M	4MP
Beginning Balance	\$1,038,027.99	\$60,556.37
Dividends	\$4,590.01	\$232.22
Purchases	\$288,614.30	\$0.00
Checks Paid	(\$225,651.25)	\$0.00
Other Redemptions	(\$5,469.67)	\$0.00
Ending Balance	\$1,100,111.38	\$60,788.59
Average Monthly Rate	4.502%	4.515%
Share Price	\$1.000	\$1.000
Total	\$1,100,111.38	\$60,788.59
Total Fixed Income		\$0.00
Account Total		\$1,160,899.97

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



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

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

Transaction Activity (35389-101) General Fund

4M 12/1/2024 - 12/31/2024

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
2354683	12/02/2024	12/02/2024	US Bank Deposit Package Purchase	\$0.00	\$3,429.50	\$1.000	3,429.500
2355179	12/02/2024	12/02/2024	US Bank ACH Redemption, TECHIE DUDES	(\$247.00)	\$0.00	\$1.000	(247.000)
2355180	12/02/2024	12/02/2024	US Bank ACH Purchase, WASHINGTON COUNT	\$0.00	\$262,307.01	\$1.000	262,307.010
2355479	12/02/2024	12/03/2024	US Bank Checks Paid Redemption	(\$240.00)	\$0.00	\$1.000	(240.000)
2356424	12/04/2024	12/04/2024	US Bank ACH Purchase, INTELLIPAY	\$0.00	\$151.00	\$1.000	151.000
2357166	12/05/2024	12/06/2024	US Bank Checks Paid Redemption	(\$2,188.51)	\$0.00	\$1.000	(2,188.510)
2357167	12/05/2024	12/06/2024	US Bank Checks Paid Redemption	(\$860.12)	\$0.00	\$1.000	(860.120)
2357512	12/06/2024	12/06/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$1,352.48)	\$0.00	\$1.000	(1,352.480)
2357513	12/06/2024	12/06/2024	US Bank ACH Redemption, MN PERA	(\$625.00)	\$0.00	\$1.000	(625.000)
2357514	12/06/2024	12/06/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$175.75	\$1.000	175.750
2358540	12/09/2024	12/10/2024	US Bank Checks Paid Redemption	(\$185.33)	\$0.00	\$1.000	(185.330)
2358876	12/10/2024	12/10/2024	US Bank ACH Purchase, INTELLIPAY	\$0.00	\$30.00	\$1.000	30.000
2359070	12/10/2024	12/11/2024	US Bank Checks Paid Redemption	(\$242.41)	\$0.00	\$1.000	(242.410)
2359440	12/11/2024	12/11/2024	US Bank ACH Purchase, MN State-MMB	\$0.00	\$296.66	\$1.000	296.660
2359703	12/11/2024	12/12/2024	US Bank Checks Paid Redemption	(\$1,600.00)	\$0.00	\$1.000	(1,600.000)
2360267	12/12/2024	12/13/2024	US Bank Checks Paid Redemption	(\$1,480.00)	\$0.00	\$1.000	(1,480.000)
2360268	12/13/2024	12/13/2024	US Bank Deposit Package Purchase	\$0.00	\$8,059.08	\$1.000	8,059.080
2360647	12/13/2024	12/13/2024	US Bank ACH Redemption, IRS	(\$1,907.94)	\$0.00	\$1.000	(1,907.940)
2360648	12/13/2024	12/13/2024	US Bank ACH Redemption, MN DEPT OF REVEN	(\$440.46)	\$0.00	\$1.000	(440.460)
2360649	12/13/2024	12/13/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$186.25	\$1.000	186.250
2361696	12/16/2024	12/17/2024	US Bank Checks Paid Redemption	(\$6,646.79)	\$0.00	\$1.000	(6,646.790)
2361697	12/16/2024	12/17/2024	US Bank Checks Paid Redemption	(\$10,671.28)	\$0.00	\$1.000	(10,671.280)
2362247	12/17/2024	12/18/2024	US Bank Checks Paid Redemption	(\$20,431.15)	\$0.00	\$1.000	(20,431.150)
2362248	12/17/2024	12/18/2024	US Bank Checks Paid Redemption	(\$107,785.42)	\$0.00	\$1.000	(107,785.420)

2362546	12/18/2024	12/18/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$10.21)	\$0.00	\$1.000	(10.210)
2362547	12/18/2024	12/18/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$28.87)	\$0.00	\$1.000	(28.870)
2362851	12/18/2024	12/19/2024	US Bank Checks Paid Redemption	(\$1,780.00)	\$0.00	\$1.000	(1,780.000)
2363146	12/19/2024	12/19/2024	US Bank ACH Redemption, XCEL ENERGY-MN	(\$27.36)	\$0.00	\$1.000	(27.360)
2363355	12/19/2024	12/20/2024	US Bank Checks Paid Redemption	(\$7,485.14)	\$0.00	\$1.000	(7,485.140)
2363356	12/20/2024	12/20/2024	US Bank Deposit Package Purchase	\$0.00	\$8,259.08	\$1.000	8,259.080
2364046	12/20/2024	12/23/2024	US Bank Checks Paid Redemption	(\$51,257.17)	\$0.00	\$1.000	(51,257.170)
2364047	12/20/2024	12/23/2024	US Bank Checks Paid Redemption	(\$25.50)	\$0.00	\$1.000	(25.500)
2364492	12/23/2024	12/23/2024	US Bank ACH Redemption, MN PERA	(\$726.40)	\$0.00	\$1.000	(726.400)
2364493	12/23/2024	12/23/2024	US Bank ACH Purchase, TSYS/TRANSFIRST	\$0.00	\$117.81	\$1.000	117.810
2364800	12/23/2024	12/24/2024	US Bank Checks Paid Redemption	(\$852.79)	\$0.00	\$1.000	(852.790)
2365091	12/24/2024	12/24/2024	US Bank ACH Redemption, ATT	(\$53.95)	\$0.00	\$1.000	(53.950)
2365327	12/24/2024	12/26/2024	US Bank Checks Paid Redemption	(\$3,000.00)	\$0.00	\$1.000	(3,000.000)
2365715	12/26/2024	12/26/2024	US Bank ACH Purchase, MN State-MMB	\$0.00	\$1,605.00	\$1.000	1,605.000
2365969	12/26/2024	12/27/2024	US Bank Checks Paid Redemption	(\$775.00)	\$0.00	\$1.000	(775.000)
2366255	12/27/2024	12/27/2024	US Bank ACH Redemption, QUANTUM FIBER	(\$50.00)	\$0.00	\$1.000	(50.000)
2366491	12/30/2024	12/30/2024	US Bank Deposit Package Purchase	\$0.00	\$3,997.16	\$1.000	3,997.160
2367269	12/30/2024	12/31/2024	US Bank Checks Paid Redemption	(\$6,948.26)	\$0.00	\$1.000	(6,948.260)
2367270	12/30/2024	12/31/2024	US Bank Checks Paid Redemption	(\$1,196.38)	\$0.00	\$1.000	(1,196.380)
11200387	12/31/2024	12/31/2024	Dividend Reinvest	\$0.00	\$4,590.01	\$1.000	4,590.010
				(\$231,120.92)	\$293,204.31		62,083.390

Beginning Balance: \$1,038,027.99 | Ending Balance: \$1,100,111.38

Transaction Activity (35389-101) General Fund

4MP 12/1/2024 - 12/31/2024

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
11200388	12/31/2024	12/31/2024	Dividend Reinvest	\$0.00	\$232.22	\$1.000	232.220
				\$0.00	\$232.22		232.220

Beginning Balance: \$60,556.37 | Ending Balance: \$60,788.59

Current Portfolio

12/31/2024

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV	Face/Par	Market Value
4M				12/31/2024		4M Account Balance	\$1,100,111.38	4.502%	\$1.000	\$1,100,111.38	\$1,100,111.38
4MP				12/31/2024		4MP Account Balance	\$60,788.59	4.515%	\$1.000	\$60,788.59	\$60,788.59
							\$1,160,899.97			\$1,160,899.97	\$1,160,899.97

Time and Dollar Weighted Average Portfolio Yield: n/a

Weighted Average Portfolio Maturity: n/a

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

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
4M	94.764%	\$1,100,111.38	4M Account
4MP	5.236%	\$60,788.59	4MP Account

Index

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

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

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

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

4M MONTHLY STATEMENT DISCLAIMER

4M and 4M Plus Activity Summary

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

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

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

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

Fixed Rate Investment Activity

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

Money Market Fund

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

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

Additional Disclosures

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

Debt Securities

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

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

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

How to Contact PMA

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

How to Contact Pershing, LLC

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

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

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Date of Report : 1/7/2025

Outstanding Checks

<u>Date of Check</u>	<u>Check Number</u>	<u>To Whom Paid</u>	<u>Check Amount</u>
05/02/2023	32433	Flattum, David	\$243.81
09/03/2023	32589	Brunstad, Anthony	\$37.02
12/18/2023	32748	Kodiak Power Solutions	\$118.97
05/29/2024	32995	Folk Revival	\$300.00
07/25/2024	33082	Stoltzman, Cris	\$132.50
07/30/2024	33090	Press Publications	\$147.14
10/24/2024	EFT10242024-A	PERA	\$706.68
11/04/2024	33187	Menards - Oakdale	\$794.38
12/02/2024	33224	Mary Wingfield	\$2.00
12/03/2024	33258	Companion Animal Control LLC	\$80.00
12/03/2024	33261	D&D Services	\$3,000.00
12/03/2024	33262	Lumen Technologies	\$6,000.00
12/11/2024	eft12112024	Techie Dudes	\$1,332.59
12/26/2024	33270	Payroll Period Ending 12/26/2024	\$954.37
12/31/2024	33272	Payroll Period Ending 12/31/2024	\$800.74
12/31/2024	33273	Payroll Period Ending 12/31/2024	\$2,188.51
12/31/2024	33274	Payroll Period Ending 12/31/2024	\$959.10
12/31/2024	33313	Bolton & Menk, Inc.	\$4,387.00
12/31/2024	33288	LRS Portables, LLC	\$224.00
12/31/2024	33289	MENARD'S - OAKDALE	\$19.99
12/31/2024	33275	BrightView Landscapes, LLC.	\$822.50
12/31/2024	33276	BrightView Landscapes, LLC.	\$500.00
12/31/2024	33277	BrightView Landscapes, LLC.	\$910.00
12/31/2024	33278	BrightView Landscapes, LLC.	\$530.00
12/31/2024	33282	Companion Animal Control LLC	\$80.00
12/31/2024	33284	Gopher State One Call	\$8.10
12/31/2024	33279	BrightView Landscapes, LLC.	\$756.25
12/31/2024	33280	BrightView Landscapes, LLC.	\$1,304.00
12/31/2024	33281	BrightView Landscapes, LLC.	\$8,628.75
12/31/2024	33283	Earl F. Andersen	\$395.33
12/31/2024	33285	Washington County - Property & Tax	\$10,648.70
12/31/2024	33286	Menard's - MAPLEWOOD	\$13.98
12/31/2024	33287	League of MN Cities	\$1,293.00
12/31/2024	33290	Metro - INET	\$501.00
12/31/2024	33291	Merrick Inc.	\$183.75
12/31/2024	33292	Manship Plumbing & Heating Inc	\$1,280.00
12/31/2024	33293	Menard's - MAPLEWOOD	\$7.38
12/31/2024	33294	National Band & Tag Company	\$92.10
12/31/2024	33295	Press Publications	\$157.65
12/31/2024	33296	Press Publications	\$52.55
12/31/2024	33297	Press Publications	\$273.26
12/31/2024	33298	TSE, Inc. Work Account	\$89.85
12/31/2024	33299	Tennis Sanitation, LLC	\$3,128.00
12/31/2024	33300	Toshiba America Business Solutions	\$10.62
12/31/2024	33301	Stoltzman, Cris	\$137.80
12/31/2024	33302	White Bear Township	\$720.12
12/31/2024	33303	USS Minnesota One MT LLC	\$308.36
12/31/2024	33304	Washington County - Property & Tax	\$111.54
12/31/2024	eft12312024-a	Xcel 2307-8	\$1,344.22
12/31/2024	eft12312024-b	Techie Dudes	\$252.66
01/03/2025	eft12312024	PERA	\$717.38

Outstanding Checks

<u>Date of Check</u>	<u>Check Number</u>	<u>To Whom Paid</u>	<u>Check Amount</u>
01/07/2025	33305	Therese Bellinger	\$32.57
01/07/2025	33306	Barton Winters	\$560.00
01/07/2025	33307	City of White Bear Lake	\$13,348.69
01/07/2025	33308	Wikstrom, John	\$1,600.00
01/07/2025	33309	H.A. Kantrud, P.A.	\$4,500.00
01/07/2025	33310	City of White Bear Lake Fire	\$14,995.75
01/07/2025	33311	Therese Bellinger	\$190.30
		Total	\$92,914.96

Deposits In Transit

<u>Date of Deposit</u>	<u>Deposit Number</u>	<u>Deposit Remitter</u>	<u>Deposit Amount</u>
12/31/2024	171736240	Erie Construction	\$562.63
		Total	\$562.63

Check Claims

Date Range : 12/1/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/31/2024	Bolton & Menk, Inc.	2023 Lift Station Reconstruction	7336*	\$4,387.00	605-49485-300-	Sewer Engineering Expense	\$4,387.00
Total For Selected Claims				\$4,387.00			\$4,387.00

Ryan Eisold

City Council/Town Board

Date

Katherine A Weier

City Council/Town Board

Date

Jennifer Assenault

City Council/Town Board, Mayor

Date

Bridget Spurl

City Council/Town Board

Date

Ryan Q Hankins

City Council/Town Board

Date

Check Claims

For the payroll period ending: 12/26/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41310-100	82	Foster, Robert Mark	954.37
	89	Weier, Katherine A	1,385.25
Account Total			2,339.62
100-41001-100			
		Unallocated (Due to rounding)	\$0.00
Total For Period			\$2,339.62

Ryan Eiselle City Council/Town Board Date

Katherine A Weier City Council/Town Board Date

Jennifer Arsenault City Council/Town Board, Mayor Date

Bridget Spurl City Council/Town Board Date

Ryan Q Hankins City Council/Town Board Date

Check Claims

Date Range : 12/30/2024 To 1/5/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine 11/20-11/21,	7290*	\$822.50	100-43125-210-	Ice and Snow Removal	\$822.50
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine 11/28	7291*	\$500.00	100-43125-210-	Ice and Snow Removal	\$500.00
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine 12/2	7292*	\$910.00	100-43125-210-	Ice and Snow Removal	\$910.00
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine 12/4	7293*	\$530.00	100-43125-210-	Ice and Snow Removal	\$530.00
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine 12/10	7294*	\$756.25	100-43125-210-	Ice and Snow Removal	\$756.25
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine 12/14	7295*	\$1,304.00	100-43125-210-	Ice and Snow Removal	\$1,304.00
12/31/2024	BrightView Landscapes, LLC.	Street Salt and Brine and Plow 12/18,	7296*	\$8,628.75	100-43125-210-	Ice and Snow Removal	\$8,628.75
12/31/2024	Companion Animal Control LLC	Animal Control Services - Dec	7297*	\$80.00	100-41916-314-	Animal Control	\$80.00
12/31/2024	Earl F. Andersen	Signs for Stop, Yield, Oncoming Traffic, Name Tags & Pole	7298*	\$395.33	100-45207-220-	Parks	\$395.33
12/31/2024	Gopher State One Call	Dec 6 Tickets	7299*	\$8.10	605-49455-314-	Utility Locates	\$8.10

Date Range : 12/30/2024 To 1/5/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/31/2024	Washington County - Property & Tax	Election Serv--Mar Nomination Primary, Statewide Primary/Election, Election Judges	7300*	\$10,648.70			
					100-41550-314-	Assessing	\$10,648.70
12/31/2024	Menard's - MAPLEWOOD	Salt for City Hall Sidewalks	7301*	\$13.98			
					100-41940-400-	General Government Buildings and Plant	\$13.98
12/31/2024	League of MN Cities	Membership Dues for 2025	7302*	\$1,293.00			
					100-41914-433-	City Training and Development	\$1,293.00
12/31/2024	LRS Portables, LLC	Dec Portable Potty	7303*	\$224.00			
					100-45207-314-	Parks	\$224.00
12/31/2024	MENARD'S - OAKDALE	Fence Spikes	7304*	\$19.99			
					100-41940-220-	General Government Buildings and Plant	\$19.99
12/31/2024	Metro - INET	IT Charges--Dec Tech Support	7305*	\$501.00			
					100-41940-320-	General Government Buildings and Plant	\$501.00
12/31/2024	Merrick Inc.	Q4 mailer--Newsletter	7306*	\$183.75			
					601-49435-350-	Newsletter	\$183.75
12/31/2024	Manship Plumbing & Heating Inc	Sewer/Water-Dec Retain, Water testing, Locates	7307*	\$1,280.00			
					601-49415-314-	Water Utility	\$800.00
					601-49415-314-	Water Utility	\$120.00
					601-49415-314-	Water Utility	\$360.00
12/31/2024	Menard's - MAPLEWOOD	River Pebble for Fence	7308*	\$7.38			
					100-41940-400-	General Government Buildings and Plant	\$7.38
12/31/2024	National Band & Tag Company	New 25-27 Dog License Tags for Registering	7309*	\$92.10			

Date Range : 12/30/2024 To 1/5/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
					100-41916-200-	Animal Control	\$92.10
12/31/2024	Press Publications	Ref #821788 & 821789, Dec 10th appeal-AD, and Proposed Ordinance	7310*	\$157.65			
					100-41130-351-	Ordinances and Proceedings	\$73.57
					100-41130-351-	Ordinances and Proceedings	\$84.08
12/31/2024	Press Publications	Ref #822720, Dec 12th Truth In Taxation	7311*	\$52.55			
					100-41130-351-	Ordinances and Proceedings	\$52.55
12/31/2024	Press Publications	Ref #823740-823742, Legal Ord 2024-11-01, 2024-03-01, 2024-03-02	7312*	\$273.26			
					100-41130-351-	Ordinances and Proceedings	\$126.12
					100-41130-351-	Ordinances and Proceedings	\$84.08
					100-41130-351-	Ordinances and Proceedings	\$63.06
12/31/2024	TSE, Inc. Work Account	Janitorial Services - 7/18/24 & 12/5 & 12/19	7313*	\$89.85			
					100-41940-314-	General Government Buildings and Plant	\$29.95
					100-41940-314-	General Government Buildings and Plant	\$29.95
					100-41940-314-	General Government Buildings and Plant	\$29.95
12/31/2024	Tennis Sanitation, LLC	Recycling for Serv: nov - dec 2024	7314*	\$3,128.00			
					100-43300-314-	Recycle	\$3,128.00
12/31/2024	Toshiba America Business Solutions	Dec Monthly Usage Allowance	7315*	\$10.62			
					100-41911-314-	Office Operations Supplies	\$10.62
12/31/2024	Stoltzman, Cris	Videography - Council Mtg--12/10, 5 hrs Charged	7316*	\$137.80			
					100-41950-314-	Cable Eqpmt and Service	\$137.80

Date Range : 12/30/2024 To 1/5/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/31/2024	White Bear Township	Chked & Inspected Lift Stations 2 & 3, Plowed Birchwood Trail, Bid Opening for Station 2	7317*	\$720.12			
					605-49465-314-	Sewer Utility	\$720.12
12/31/2024	USS Minnesota One MT LLC	Solar Energy - Nov Charges--	7318*	\$308.36			
					605-49465-380- 100-41940-380-	Sewer Utility General Government Buildings and Plant	\$175.34 \$36.28
					605-49465-380-	Sewer Utility	\$96.74
12/31/2024	Washington County - Property & Tax	2025 Truth In Taxation	7319*	\$111.54			
					100-41550-314-	Assessing	\$111.54
Total For Selected Claims				\$33,188.58			\$33,188.58

Ryan Enrole _____ City Council/Town Board _____ Date

Katherine A Weier _____ City Council/Town Board _____ Date

Jennifer Anagnost _____ City Council/Town Board, Mayor _____ Date

Bridget Spil _____ City Council/Town Board _____ Date

Ryan Q Hankins _____ City Council/Town Board _____ Date

Check Claims

Date Range : 12/7/2024 To 1/7/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/31/2024	Therese Bellinger	Reimburse for Signature Stamp for Mayor	7329*	\$32.57	100-41911-200-	Office Operations Supplies	\$32.57
12/31/2024	Barton Winters	Reimburse-Rink Expense--Payment made in accordance of Resolutions 2024-05,2024-06,2024-51	7330*	\$560.00	100-45207-400-	Parks	\$560.00
12/31/2024	City of White Bear Lake	Quarterly Water Billing 9/18/2024-12/18/2024	7331*	\$13,348.69	601-49415-314-	Water Utility	\$13,348.69
12/31/2024	Wikstrom, John	Planning Services December	7332*	\$1,600.00	100-49485-300-	Sewer Engineering Expense	\$1,600.00
12/31/2024	H.A. Kantrud, P.A.	Attorney Serv for Dec 2024 and Jan 2025	7333*	\$4,500.00	100-41601-300- 100-41601-300-	Legal Services Legal Services	\$2,000.00 \$2,500.00
12/31/2024	City of White Bear Lake Fire	Fire Inspection and Fire Services -2024 1st Q	7334*	\$14,995.75	100-42201-314-	Fire	\$14,995.75
12/31/2024	Therese Bellinger	Office Supplies--Stamps and Office Supply	7335*	\$190.30	100-41911-200-	Office Operations Supplies	\$190.30
Total For Selected Claims				\$35,227.31			\$35,227.31

Date Range : 12/7/2024 To 1/7/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
	<i>Ryan Eiselle</i>		City Council/Town Board				Date
	Katherine A Weier		City Council/Town Board				Date
	<i>Jennifer Arsenault</i>		City Council/Town Board, Mayor				Date
	<i>Bridget Spere</i>		City Council/Town Board				Date
	Ryan Q Hankins		City Council/Town Board				Date

EFT

Date Range : 12/1/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/12/2024	IRS - US Treasury	Federal Taxes - Q4 2024 -November Payment	7286	\$1,907.94			
					100-41401-100-	Clerk - Treasurer	\$1,224.96
					100-41401-100-	Clerk - Treasurer	\$286.48
					100-41401-100-	Clerk - Treasurer	\$396.50
12/12/2024	MN Department of Revenue	MN State Tax eFiling - 2024 Q4- November pymt	7287	\$440.46			
					100-41401-115-	Clerk - Treasurer	\$440.46
Total For Selected Claims				\$2,348.40			\$2,348.40

Ryan Eisole

City Council/Town Board

Date

Katherine A Weier

City Council/Town Board

Date

Jennifer Anagnost

City Council/Town Board, Mayor

Date

Bridget Spurl

City Council/Town Board

Date

Ryan Q Hankins

City Council/Town Board

Date

EFT

Date Range : 11/20/2024 To 12/20/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/20/2024	PERA	Retirement funds-PR 12/1/24 - 12/14/2024, TB,BK, JR	7288*	\$726.40			
					100-41401-121-	Clerk - Treasurer	\$657.67
					100-45207-121-	Parks	\$68.73
Total For Selected Claims				\$726.40			\$726.40

Ryan Eisile

City Council/Town Board

Date

Katherine A Weier

City Council/Town Board

Date

Jennifer Arsenault

City Council/Town Board, Mayor

Date

Budget Spere

City Council/Town Board

Date

Ryan Q Hankins

City Council/Town Board

Date

EFT

Date Range : 11/5/2024 To 12/5/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/05/2024	PERA	Retirement funds-PR 11/17 - 11/30/24, TB,BK, MO	7285*	\$625.00			
					100-41401-121-	Clerk - Treasurer	\$625.00
Total For Selected Claims				\$625.00			\$625.00

<i>Ryan Eisele</i>	City Council/Town Board	Date
Katherine A Weier	City Council/Town Board	Date
<i>Jennifer Anagnost</i>	City Council/Town Board, Mayor	Date
<i>Budget Spent</i>	City Council/Town Board	Date
Ryan Q Hankins	City Council/Town Board	Date

EFT Claims

Date Range : 12/5/2024 To 1/5/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/22/2024	A T & T Mobility	Wireless for water tower- 12/2/24 - 1/2/25	7320*	\$53.95	601-49415-382-	Water Utility	\$53.95
12/26/2024	Quantum Fiber	Dec Internet Service Fee	7321*	\$50.00	100-41955-314-	Phone/IT	\$50.00
12/16/2024	Xcel 2335-4	Electricity 10/17/24-11/14/2024	7323*	\$10.21	601-49415-380-	Water Utility	\$10.21
12/16/2024	Xcel 9369-0	407 Lake Lift Station 10/18/2024-11/15/2024	7324*	\$28.87	605-49465-380-	Sewer Utility	\$28.87
12/17/2024	Xcel 4094-1	Gas Service 10/17/24-11/17/24 200 Wildwood Lift Station	7325*	\$27.36	605-49415-380-	Water Utility	\$27.36
12/31/2024	Xcel 2307-8	Street Lighting Nov Charges	7326*	\$1,344.22	100-43160-380-	Street Lighting	\$1,344.22
12/31/2024	Techie Dudes	Monthly Cloud Storage and MS Email Exchange	7327*	\$252.66	100-41911-230- 100-41911-230-	Office Operations Supplies Office Operations Supplies	\$247.00 \$5.66
12/11/2024	Techie Dudes	3 Yr Watchguard Security Subscription and WIFI Access Point	7328*	\$1,332.59	100-41911-230- 100-41911-230- 100-41911-230-	Office Operations Supplies Office Operations Supplies Office Operations Supplies	\$986.25 \$243.36 \$102.98

Date Range : 12/5/2024 To 1/5/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
Total For Selected Claims				\$3,099.86			\$3,099.86

Ryan Eisdle

City Council/Town Board

Date

Katherine A Weier

City Council/Town Board

Date

Jennifer Annenault

City Council/Town Board, Mayor

Date

Budget Spel

City Council/Town Board

Date

Ryan Q Hankins

City Council/Town Board

Date

EFT Claims

Date Range : 12/3/2024 To 12/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/31/2024	PERA	Retirement funds-PR 12/15/2024-12/28/2024, TB,BK, JR	7289*	\$717.38			
					100-41401-121-	Clerk - Treasurer	\$545.62
					100-45207-121-	Parks	\$171.76
Total For Selected Claims				\$717.38			\$717.38

<i>Ryan Eisole</i>	City Council/Town Board	Date
Katherine A Weier	City Council/Town Board	Date
<i>Jennifer Anagnost</i>	City Council/Town Board, Mayor	Date
<i>Bridget Spurl</i>	City Council/Town Board	Date
Ryan Q Hankins	City Council/Town Board	Date

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

**MINUTES OF THE CITY COUNCIL MEETING
December 10, 2024, 6:45 P.M.**

MEMBERS:

Margaret Ford	Mayor
Ryan Eisele	Councilmember
Ryan Hankins	Councilmember
Kathy Weier	Councilmember
Justin McCarthy	Councilmember

STAFF:

Rebecca Kellen	City Administrator
Marcus Johnson	City Engineer
Ben Wickstrom	City Planner

Minutes prepared by Rebecca Kellen from a video recording.

1. CALL TO ORDER

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

2. Commissioner Karwoski Certificate Presentations to Departing Mayor and Councilmembers

A. **Stan Karwoski, Washington County District 2**, presented County Commissioner Service Awards to Justin McCarthy, Mayor Margaret Ford and previous Councilmember Mark Foster.

3. APPROVE AGENDA (00:11:20)

- Mayor Ford added Ordinance 2024-12-01, An Ordinance Amending the Fee Schedule for Water and Sewer Fees with City Business item B, Utility Rate Increase.
- Councilmember Weier removed City Business item L – Hockey Rink Boards Replacement – including both RESOLUTION 2024-51 Approving Acceptance of Gift and RESOLUTION 2024-52 Approving Purchase of Replacement Boards for
- Mayor Ford said she will be adding an announcement about a workshop that is being scheduled.

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

4. PUBLIC FORUM (0:12:24)

Mayor Ford opened the public forum.

John Waller, Rice Creek District Manager for Washington County thanked the council for the letter they wrote for him and said he enjoyed working with Councilmember McCarthy on Priebe Lake project. He mentioned that the RCWD agreement is in process and he will continue to work on that. He thanked Mayor Ford for her support and said he is looking forward to continuing to work with Councilmember Weier on the RCWD agreement.

Randy Lafoy, 200 Wildwood Ave and Cable Commission Representative expressed gratitude to the departing council members.

Barton Winter, 1 Five Oaks Lane, expressed concerns about the ice rinks. He said there should be ice already and expressed concerns with the flooding schedule and council and staff support of the rink.

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

5. ANNOUNCEMENTS (0:21:52)

A. Ice Rink Opening Date TBD – Watch the Website for Announcement.

B. Upcoming Deer Hunt Dates: December 13-14.

C. December Planning Commission meeting on December 19th due to the holidays.

D. Birchwood Christmas Party December 15, 2024, from 1pm – 3pm

E. Thank you to Mayor Ford for putting up a tree representing Birchwood Village at the Festival of Trees being put on by the WBL Historical Society being held at the WBL Armory until 12/21/24.

F. Mayor Ford announced that incoming Mayor Jennifer Arsenault has scheduled a workshop on December 16, 2024 at 6:30PM to discuss goals.

6. CONSENT AGENDA (0:23:28)

On a motion made by Councilmember Weier, seconded by Councilmember Hankins, it was resolved to approve the consent agenda items except for A and H. All in favor. Motion carried.

A. Item A – Treasurers Report

- a. Councilmember Hankins asked about Pg 28 of the agenda, Cornerstone Land Surveying, "Land Survey Ash 7235* \$775.00 Path-2023--2nd Time". He asked whether it is a 2023 or 2024 charge.
- b. Councilmember McCarthy asked about WB township charge for \$3435. Equipment and PW charges, on page 7 of the packet.
- c. Councilmember McCarthy asked about Solar energy charges from September and April on pg. 7 of the agenda; what the charge is for and why there is one from April.
- d. Councilmember McCarthy asked about the new laptop purchase to which Administrator Kellen said this was for our new Treasurer. He also asked that administrator Kellen ensure the new computer is secure with Techie Dudes.

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to approve the Treasurers' report subject to the investigation of discussed charges. All in favor. Motion carried.

B. Item H - NYSF Agreement for 2025 (0:31:23)

- a. Councilmember Eisele asked about the background of this agreement to which Councilmember Hankins said the agreement is not due to be concluded until the end of January. They requested some stats for NYSE be presented in January and table this until then.

7. CITY BUSINESS (0:34:38)

A. Appeal Regarding Building Permit at 483 Lake

- a. Mayor Ford explained that the appeal arises from construction work, a permit issued from the City, replacing an existing deck and wall due to rotting footings and wood, and replacing a screen pergola on top of a deck.

Mayor Ford opened the public forum.

- b. **Susie Mahoney, 479 Lake Ave**, said that she has concerns about the construction going on at 483 Lake. She said she does not have a problem with the deck however in the past there was a privacy fence on the deck that is now being replaced by a wall. She handed out pictures, on page 79 of the packet, showing the previous structure. She expressed concerns for the lack of a definition of a fence in the City ordinance and read a definition and how it differs than a wall and how that is related to the structure in question. She said the wall goes

to the top of the deck and she takes issue with the claim that the new structure is shorter. She showed pictures of the new and old structure. She said the siding length is being increased. She said she added trees for privacy but she is uncertain about their longevity.

- c. **Larry Mahoney, 479 Lake Ave**, said their concern is that the fence that used to be see through is now a wall and referred to the photos, saying it is not the same. He also said that the new structure is supposed to be the same size and it is not. He discussed the pergola adding height. He said the new structure is larger than the old one. He also said that it is getting costly to replace the trees.
- d. Councilmember McCarthy explained that new issues cannot be added.
- e. Councilmember Hankins asked if the only issue being raised is that the fence is now being turned into a wall to which Mr. Mahoney said yes. Mrs. Mahoney discussed the distance from the lot line. She said the deck was nonconforming to begin with and said now a wall is being added.
- f. Councilmember McCarthy asked about adverse possession and the nonconformity to which Mrs. Mahoney said the Harrods had tried to take some of their property in 2012 and they went to court and they lost 3.5 feet of their property. Mr. Mahoney said the loss was down by the beach. Mrs. Mahoney said she would like to see a privacy fence like they had before because the siding is not attractive and it will be visible from their property and they should have had a variance.
- g. **Debbie Harrod, 483 Lake Ave**, read the letter that she had put in the packet. She said that they were building according to what had been approved and the City Building Official and City Planner has deemed the structure a wall. She said the new structure is shorter than the old one and that the contractor wrote a letter confirming that, which is in the packet. She said they support the Planning Commissions decisions after attending a lengthy meeting and was concerned about the adding of complaints. She said the planning commission denied the appeal in its entirety. She said there is no hardship for the Mahoney's. She said they stole 3.5 feet of their property which made the deck noncompliant. She expressed gratitude to those who have spent time on this.
- h. Councilmember McCarthy asked if the structure in question previously sat on the deck to which Mrs. Harrod replied that it had.
- i. **Susie Mahoney, 479 Lake Ave**, said it is offensive that Mrs. Harrod said they stole her property, which she said is not true.

On a motion made by Councilmember McCarthy, seconded by Mayor Ford, it was resolved to close the public hearing. All in favor. Motion carried.

- j. **Ben Wickstrom, City Planner**, said that in his discussions with the City Building Official and City Attorney regarding the fence versus wall determination came down to the fact that it is a structure on the deck and because of the 7.75 setback that's what makes this considered legally nonconforming. He said they can replace the structure and it is not an expansion. He said the planning commission agreed with this and was not certain about the siding being an expansion. He said that if they were applying for this today they would be getting a building permit and not a fence permit. He said there is not an opaqueness requirement for a wall. He said the council should determine if the siding is an expansion of the legal nonconformity.
- k. Councilmembers asked questions to Planner Wickstrom regarding the structure and the project.
- l. Councilmember Hankins asked if anything is nonconforming and Mrs. Mahoney said that the pergola is not conforming. She said the footings are within the 10-foot setback. Councilmember McCarthy said it has to do with the footings not overhangs.
- m. Councilmember Hankins asked if 302.070.2 – notice to neighbors is still an issue and Mrs. Mahoney said that no, they had 2 issues that they explained and that nothing was being added. Councilmember McCarthy said that they should go through all the issues from the planning commission meeting.
- n. Councilmember Hankins asked about 302.020 structure location requirements with respect to the set back was still being pursued to which Mrs. Mahoney said that the pergola is nonconforming because it is a new structure on a nonconforming deck.
- o. Mrs. Harrod said the Planning Commission said they were within code requirements.
- p. Councilmember Eisele asked the Mahoney's what they don't like about the project to which they said they said it is partially an aesthetic issue and councilmember McCarthy asked about a fence between the properties.
- q. Councilmember Hankins discussed 302.070.2, notice to neighbors, asking the Mahoney's if they are continuing to pursue the claim to which Mrs. Mahoney replied no. Councilmember McCarthy said it should still be decided. He said that this applies to zoning permits and not building permits. He said therefore there was no notice requirement.
- r. Mrs. Mahoney asked about the support of the pergola to which Councilmember McCarthy asked that Planner Wickstrom address.

Planner Wickstrom said that without the wall the pergola would still be standing.

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to deny the notification to neighbors requirement because the requirement does not apply because this is a building permit and not a zoning permit and you are allowed to have a fence, or a wall, even if we are assuming this is a fence, as part of a building permit and there is no notification requirement. All in favor. Motion carried.

- s. Councilmember Hankin asked about 302.050 Impervious Surfaces and lot coverage. He said the claim is that the pergola will have a roof and increase the impervious surface. He said this was withdrawn from the PC and the Mahoney's said that no they are not pursuing it. (1:26:51)

On a motion made by Councilmember Hankins, seconded by Mayor Ford, it was resolved to deny the claim that there is an increase to impervious surface because there is no roof on the structure, it is a screen. All in favor. Motion carried. (1:27:08)

- t. Councilmember Hankins talked about b,302.020. – saying this claim is that the fence/wall extends into the setback. Mrs. Mahoney said they are still pursuing that claim. She said the pergola rafters tacked onto a wall and extends 6 inches outside a previous area which makes it 7 feet not 7.5. Councilmember McCarthy asked where that was mentioned and said that he does not see the issue since there is an allowance for eaves.
- u. Planner Wickstrom said the footings for the pergola meet the 10-foot setback. (1:30:50)
- v. Mrs. Mahoney said that she thinks the pergola is nonconforming and the council discussed with Mrs. Mahoney. Mrs. Harrod expressed frustration with the hearing process.

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to deny the claim that the pergola is nonconforming because the foundation of the pergola is within 10 foot setback and the overhang is allowed by code. All in favor. Motion carried. (1:35:51)

- w. The Council and Planner Wickstrom further discussed the differences between a wall and a fence and how it applies to this project.

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to dismiss the claim that the is structure is a fence as

opposed to a wall because it is not an encloser or to divide land, rather it provides a barrier, is not supported by posts with connecting board and wires, and it is fully supported by the deck; and therefore not an expansion of a nonconforming structure because the structure that was there before was a wall and what it is being replaced with is a wall. All in favor. Motion carried. (1:39:44)

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to deny the claim that there is a certain amount of opaqueness required because it was determined that the structure is a wall. All in favor. Motion carried (1:42:10)

- x. Councilmember McCarthy asked about fence height to which Councilmember Hankins referred to 302.070.4, having to do with the height of the structure.

On a motion made by Councilmember Hankins, seconded by Councilmember McCarthy, it was resolved that because the structure has been deemed a wall, the fence ordinance does not apply and there is no evidence that the height of the structure has increased. All in favor. Motion carried. (1:43:35)

- y. The council discussed 304.040

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to deny the appeal that the pergola is a nonconforming structure because it is supported by its own separate foundation and it is not structurally part of the deck. All in favor. Motion carried. (1:45:47)

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to deny all causes of the appeal because there is no evidence that they have been aggrieved. All in favor. Motion carried. (1:46:22)

- z. Mayor Ford asked the council if there were any further issues that needed to be addressed and Councilmember Weier asked about the siding. Mrs. Harrod said that siding had been left off the wall at this point.
- aa. Planner Wickstrom said that he had asked that they not put up the siding because the original appeal was claiming that this was a fence and not a wall and if it was in fact deemed to be a fence during these proceedings there would perhaps be an opaqueness requirement. He said he wanted to wait until the council made their determination before the project proceeded to ensure the opaqueness requirements did not apply. (1:50:17). He also discussed the encroachments and what is negligible. He said that a survey would not show siding so that would not be part of the measurement. Councilmember McCarthy said that this was negligible and supports Ben's call on this.

On a motion made by Councilmember Weier, seconded by Councilmember McCarthy, it was resolved to permit the Harrods to finish their building permit as planned adding siding to the wall. All in favor. Motion carried. (1:52:30)

- bb. The council requested an email be sent to the Harrods telling them they can continue their project as planned, as soon as possible. (1:54:02)

B. Utility Rate Increase – Shelly Rueckert (2:03:23)

- a. **Shelly Rueckert, St. Anthony Village Utility Billing**, said that she has the rate adjustments for the water sewer funds calculated. She said they review the previous year and look at trends and operations to date. She said they also look at Met Council costs which are going up over 6%. She explained that there is a fee added to cover lift station costs that will go away eventually. She reviewed the new rates and how she calculated them and reviewed the financials.
- b. The council expressed gratitude for Shelly's help.
- c. The council discussed the bids numbers and Engineer Johnson discussed the capital needs of the project.
- d. The council discussed the timing of the fees changes being implemented.

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to approve Resolution 2024-54, A Resolution Approving The 2025 Water And Sewer Rate Increases. All in favor. Motion carried. (2:20:11)

- C. 1st reading of Ordinance 2024-12-01, An Ordinance Amending the Fee Schedule for new Water and Sewer Rates
 - a. 2 corrections to the ordinance were noted.

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to order a public hearing second reading for Ordinance 2024-12-01. All in favor. Motion carried. (2:20:49)

D. 20 mph speed limit – Cora Hankins (2:24:49)

- 1. **Cora Hankins, 165 Wildwood Ave, Road Safety Task Force**, explained that she worked with the committee to develop a policy.

2. Councilmember McCarthy said to send the policy – page 150, second paragraph- use “minimal funding” instead of “no funding”.
3. Councilmember McCarthy made edits to the resolution.
4. Mrs. Hankins said she will print out the studies (from 20 is plenty) and send them to Administrator Kellen.
5. Mrs. Hankins said she would work with staff to do follow-up and communication.

On a motion made by Councilmember McCarthy, seconded by Weier, it was resolved to adopt Resolution 2024-53 as amended. All in favor. Motion carried.

6. Ron Malles, Road Safety Task Force, offered to work with staff to implement.
7. **The council discussed adding this policy to the next newsletter, putting signs on existing posts, and resident notification requirements/needs.**

On a motion made by Councilmember Hankins, seconded by Mayor Ford, it was resolved to approved \$700 for 20 mph signs. All in favor. Motion carried.

E. Lift Station Bids – Marcus Johnson (2:44:40)

- a. Engineer Johnson said that 4 bids were received and 1 was removed because it was incomplete, and he described the incompleteness. He said he will bring engineering fees next month which he anticipates to be around \$30K.
- b. Councilmember McCarthy said a resolution is needed and put one together. (2:57:34)

On a motion made by Councilmember McCarthy, seconded by Councilmember Weier, it was resolved to approve 2024-56, Approving Bid For Lift Station Construction To S.M. Hentges & Sons, Inc for \$585,037.21. All in favor. Motion carried. (3:03:20)

F. Truth in Taxation/Adoption of Final Levy and Budget (3:04:00)

Mayor ford opens public hearing.

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

- a. Mayor Ford said that the attorney column is \$10,000 short and she thought that changes should be made to the following areas to accommodate: page 166, legislative legal notices moves from \$3,000 to \$2,000; On page 167 under general government buildings and plant, repair and maintenance supplies move the current budgeted \$2500 to \$1500; On page 168 for snow an ice removal move \$40,000 to \$32,000.
- b. Councilmember McCarthy said that page 506, professional services, can be removed, \$2000, since there are no more surveys needed. He recommended \$2000 total go back into snow removal, and the council agreed.
- c. Treasurer Marsha Olson asked about legal services to which Mayor Ford said that they should be increased from \$20,000 to \$30,000. She confirmed that the total number did not change.

On a motion made by Councilmember Hankins, seconded by McCarthy, it was resolved to approve resolution 2024-48, Final Budget Adoption. All in favor. Motion carried.

On a motion made by Councilmember Hankins, seconded by McCarthy, it was resolved to approve resolution 2024-49, Final Levy Adoption. All in favor. Motion carried.

- G. Approve RESOLUTION 2024-50, Certification of Delinquent Utility Accounts to the – (3:10:23)

Mayor ford opens public hearing.

On a motion made by Mayor Ford, seconded by Councilmember McCarthy, it was resolved to close the public hearing. All in favor. Motion carried.

On a motion made by Councilmember McCarthy, seconded by councilmember Hankins, it was resolved to approve resolution 2024-50, Certification of Delinquent Utility Accounts to the County. All in favor. Motion carried.

- H. Second Reading ORDINANCE 2024-11-01 (302.055) Run Off Changes

Mayor Ford opens the public hearing.

On a motion made by Mayor Ford, seconded by Councilmember McCarthy, it was resolved to close the public hearing. All in favor. Motion carried.

On a motion made by Councilmember McCarthy, seconded by Mayor Ford, it was resolved to pass Ordinance 2024-11-01 (302.055) Run Off Changes. All in favor. Motion carried.

- I. Second Reading ORDINANCE 2024-03-01 (402) Solid and Hazardous Waste Management (3:13:43)

Mayor Ford opens the public hearing.

On a motion made by Mayor Ford, seconded by Councilmember McCarthy, it was resolved to close the public hearing. All in favor. Motion carried.

- a. Councilmember McCarthy said that he went through the ordinance and reorganized and consolidated, removed and simplified.

On a motion made by Councilmember Hankins, seconded by Councilmember McCarthy, it was resolved to approve Ordinance 2024-03-01. All in favor. Motion carried.

On a motion made by Councilmember Hankins, seconded by Councilmember McCarthy, it was resolved to approve Resolution 2024-55. All in favor. Motion carried.

- J. Second Reding ORDINANCE 2024-03-02 (401) Scavenging of Recycling Material Prohibited (3:17:53)

Mayor Ford opens the public hearing.

On a motion made by Mayor Ford, seconded by Councilmember McCarthy, it was resolved to close the public hearing. All in favor. Motion carried.

On a motion made by Councilmember Hankins, seconded by Councilmember McCarthy, it was resolved to approve Ordinance 2024-03-02, Repealing (401) Scavenging of Recycling Material Prohibited. All in favor. Motion carried.

- K. Attorney Updates – (3:19:18)

- a. Mayor Ford explained that there is an edited contract in the packet and said she recommends doubling the current salary.

On a motion made by Mayor Ford, seconded by Councilmember Hankins, it was resolved to approve the attorney contract. Motion carried.

On a motion made by Councilmember McCarthy, seconded by Councilmember Hankins, it was resolved to approve the old rate of pay for Attorney Kantrud for the 1st ½ of Dec and then start the new pay rate. All in favor. Motion carried.

On a motion made by Councilmember Hankins, seconded by Mayor Ford, it was resolved to approve the RFP if the former City Attorney does not accept the contract. All in favor. Motion carried.

- L. New Variance Application– (3:24:49)

On a motion made by Councilmember Hankins, seconded by Mayor Ford, it was resolved to approve the new variance application subject to amendments proposed by Councilmember McCarthy. All in favor. Motion carried. (3:27:24)

M. Administrator Updates– (3:29:16)

- a. Discussed tree steward support program for Birchwood through Washington Conservation District and Mayor Ford said she would send information on tree removal services.

On a motion made by Councilmember Hankins, seconded by Mayor Ford, it was resolved to approve moving forward with the Tree Stewart Program. All in favor. Motion carried. (3:31:52)

- b. Technology Conversion Update – Administrator Kellen said that the phone are functioning well and the cut over is scheduled for Thursday and everything seems in place for the cut over.

8. MEETING CLOSE (3:34:39)

On a motion duly made by Mayor Ford, seconded by Councilmember McCarthy, it was agreed that there was no further business of the Council to transact in an open session; the meeting was closed to the public at 10:15 p.m.

DISCLAIMER

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

Mayor Margaret Ford

City Administrator Becky Kellen

Date

Date

ORDINANCE NO. 2024-12-01

AN ORDINANCE AMENDING THE CITY FEE SCHEDULE.

The City Council of The City of Birchwood Village, Minnesota ordains:

Section 1. The Water and Sewer Fees section of the City Fee Schedule is amended to read:

WATER AND SEWER FEES	Residential and non-residential water use: Tier 1 - up to 6,000 gallons	201.090	\$0.00430 per gallon	12/2024
	Residential and non-residential water use: Tier 2 - after 6,000 gallons up to 9,000 gallons	201.090	\$0.00495 per gallon	12/2024
	Residential and non-residential water use: Tier 3 - after 9,000 gallons up to 15,000 gallons	201.090	\$0.00564 per gallon	12/2024
	Residential and non-residential water use: Tier 4 - after 15,000 gallons up to 44,883 gallons	201.090	\$0.00645 per gallon	12/2024
	Residential and non-residential water use: Tier 5 - after 44,883 gallons	201.090	\$0.00733 per gallon	12/2024
	Quarterly Safe Drinking Water Fee	Minnesota Statute 144.3831	The most recent fee assessed by the Minnesota commissioner of health, divided into quarters. \$2.43 as of July, 2022.	
	Sewer Fee (metered, quarterly)	202.110	\$36.00 + \$0.00478 per gallon based on first quarter water consumption	12/2024

Sewer Fee (unmetered, quarterly)	202.110	\$84.85	12/2024
Water Utility User Fee		\$50.00	12/2024
Water Main Break Surcharge (as City exhausts budgeted funds for water main breaks)		As required (\$25.00 for June - December, 2022 as of June, 2022)	5/2022
Street excavation permit *		\$60.00	2/2024
	Refundable Street Excavation Damage Deposit	\$3,000.00	12/2022
Turning water service on or off at street, including seasonally	201.240	\$150.00	
Water Meter Installation or Replacement 3/4" or smaller	201.080	\$500.00 + \$150.00/hour after one hour	12/2022
Water Meter Installation or Replacement 1" or larger or other non-standard meter	201.080	Cost of meter + \$150.00/hour, with 1 hour minimum	12/2022
Utility Bill Late Fee	201.100, 202.120	5% of the unpaid balance	
Utility Bill Quarterly Automated Clearing House (ACH) Discount		\$3 Discount	5/2022
Non-electronic water meter fee	201.080	\$100.00/quarter	1/2023
Non-submission of emailed photo of non-electronic water meter	201.080	\$100.00	1/2023
Open water and sewer account		\$25.00	
Close water and sewer account		\$25.00	
Costs to City for damages and liabilities for irrigation system backflow into water system	202.095	actual costs	3/2022

	Water meter testing (refundable as described in City code)	201.170	\$300.00	12/2022
	Lift Station replacement fee		\$14.50	12/2024

Section 2. This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of The City of Birchwood Village, Minnesota this 14th day of January, 2024.

Mayor

Attested:

City Clerk

**CITY OF BIRCHWOOD VILLAGE
STATE OF MINNESOTA**

RESOLUTION 2024-53

**A RESOLUTION ADOPTING THE ROAD SAFETY POLICY AND
SETTING A SPEED LIMIT OF 20 MPH ON ALL CITY OWNED RESIDENTIAL ROADWAYS**

WHEREAS, beginning in 2019 authority was given to cities to adopt a reduced speed limit of 20 mph on residential roadways under city jurisdiction per Minnesota Statute 169.14; and

WHEREAS, the City of Birchwood Village is a walkable Village, without sidewalks, has hidden driveways, is a residential community with small children and has limited road sight lines. Uniformly setting the speed limit to 20 MPH will provide for safer streets and reduce the likelihood of accidents, casualties, and injuries. Making Birchwood safe for pedestrians, walkers, bikers and vehicles is of utmost importance. Slower speeds on our streets make travel safer for everyone no matter how they get around.

WHEREAS, a Road Safety Task Force investigated this issue and developed a Road Safety Policy.

WHEREAS, following adoption, staff will install new speed limit signs and the lower speed limits go into effect immediately and; the public will be notified through email, newsletter and newspaper,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village to adopt a speed limit of 20 mph for all city owned residential roadways and adopt the Road Safety Policy promulgated by the Road Safety Task Force.

Adopted this 10th day of December, 2024.

Mayor, Margaret Ford

ATTEST: _____
City Clerk, Rebecca Kellen

CITY OF BIRCHWOOD VILLAGE, MINNESOTA

RESOLUTION NO. ___2024-56

RESOLUTION APPROVING BID FOR LIFT STATION CONSTRUCTION TO S.M. HENTGES & SONS, INC.

WHEREAS, the City of Birchwood Village has solicited bids for the construction of a new lift station as part of its ongoing infrastructure improvement project; and

WHEREAS, the City opened bids for the project on October 30th, 2024, and after a thorough review of the bids, the bid submitted by S.M. Hentges & Sons, Inc. was determined to be the lowest responsible bidder; and

WHEREAS, S.M. Hentges & Sons, Inc. submitted a bid in the amount of \$585,037.21, which is in compliance with the project specifications and meets the City's requirements for the lift station project; and

WHEREAS, the City's Engineer has reviewed the bid and recommends the award of the contract to S.M. Hentges & Sons, Inc. for the amount of \$585,037.21; and

WHEREAS, the City Council has determined that it is in the best interest of the City to award the contract for the lift station construction to S.M. Hentges & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Birchwood Village, Minnesota, that the bid for the construction of the lift station project be and is hereby awarded to S.M. Hentges & Sons, Inc. in the amount of \$585,037.21.

BE IT FURTHER RESOLVED that the City Administrator, Mayor, and City Engineer are hereby authorized to execute all necessary documents to effectuate the contract with S.M. Hentges & Sons, Inc. and to proceed with the construction of the lift station in accordance with the terms and conditions of the bid.

PASSED AND ADOPTED by the City Council of Birchwood Village, Minnesota, this 10th day of December, 2024.

Margaret Ford - Mayor

ATTEST:

Rebecca Kellen
City Administrator-Clerk

Draft Minutes of Birchwood City Council Workshop-December 16, 2024

Call to Order at 6:30

Present: Jennifer Arsenault, Ryan Eisle, Ryan Hankins, Kathy Weier, Bridget Sperle

Approve Agenda – Motion made by Hankins, seconded by Sperle. Motion passed.

Open Public Forum- Opened and closed. No one present to speak

Workshop Business

1. Discussion Items

1. All present agreed that council should model respect and decorum and require the same for residents speaking during the open forum.
2. Discussed Council purpose- All agreed that the council should support Birchwood citizens in maintaining and improving their quality of life through good governance.
3. It was suggested that the council frequently report out the tasks or projects completed in the City. A communication strategy will be crafted to inform residents of accomplishments and other news.
4. A comprehensive Capital Improvement Plan with 2, 5, and 10 year goals will be developed. These goals will encompass the goals stated in the 2040 Comprehensive Plan along with infrastructure projects.
5. Eisle would like to know what City Administrator would find helpful in terms of software to assist carrying out the work of the City. Making the website easy to navigate was also discussed.
6. The City's maintenance schedule will be reviewed and a weekly/monthly/annual city maintenance schedule will be created.
7. Review of city operations: accounting, office hours, work from home policies, budgeting, budget authorizations will be addressed going forward.
8. City code revisions will continue. The most frequently cited codes will be considered first.
9. All present felt committees were an integral part of getting work done in the City. Possible additional committees will be formed once a strategic comprehensive plan for the city is complete.
10. Council member assignments will be given once all committees are established.
11. Weier will see if 4th of July Parade is funded.
12. An Ice Skating Rink Policy will be developed and other policies and standard operating procedure pertaining to the functionality of the City will be written.

13. The next workshop is January 27, 2025 at 6:30 at City Hall.
Adjourned at 8:18. Motion made by Hankins, seconded by Sperle. Motion passed.

Draft minutes submitted by Jennifer Arsenault

AGREEMENT

1. PARTIES

This agreement is made and entered into by and between the City of Birchwood, Minnesota (“Municipality”) and Northeast Youth and Family Services (“NYFS”).

2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey and Washington County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (“participating municipalities”) and students and families from Independent School Districts 621, 622, 623, 624, 282, and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:

- i. Report regarding proposed changes in services and programs to the Municipality; and
- ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

d. Funding

- i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.

e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.

f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:

- i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of

the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.

- ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
 - iii. On or before December 31, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, biannually NYFS shall submit a written report to the participating municipality.
 - iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
 - v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
 - vi. Providing other reasonable information requested by the Municipality;
 - vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
 - viii. Upon Request NYFS will provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
 - ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
 - x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.
- g. Term. The term of this agreement will be through December 31, 2025. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

MUNICIPALITY

City of Birchwood

By: _____

Elected Official

Its: _____

Clerk/Manager/Administrator

Dated: _____

NYFS

Northeast Youth & Family Services

By: _____

Its: President/CEO

By: _____

Its: Chair of the Board of Directors

Dated: _____



**Northeast Youth & Family Services
Municipal Participation Figures**

	Municipal Contract 2024	Community Advocate 2024	Municipal Contract 2025	Dollar increase over 2024	Community Advocate 2025	Dollar increase over 2024
			Board Approved Increase of 3.5% based on CPI-U		Board Approved Increase of 3.5% based on CPI-U	
Falcon Heights	\$ 12,846.17		\$ 13,295.79	\$ 449.62		
Little Canada	\$ 24,351.22		\$ 25,203.52	\$ 852.29		
Mounds View	\$ 31,249.09	\$ 29,307.75	\$ 32,342.81	\$ 1,093.72	\$ 30,333.52	\$ 1,025.771
New Brighton	\$ 54,205.27	\$ 11,723.10	\$ 56,102.45	\$ 1,897.18	\$ 12,133.41	\$ 410.31
North Oaks	\$ 12,435.86		\$ 12,871.12	\$ 435.26		
Roseville	\$ 85,044.05	\$ 23,446.20	\$ 88,020.59	\$ 2,976.54	\$ 24,266.82	\$ 820.62
St. Anthony	\$ 21,258.67	\$ 14,653.87	\$ 22,002.72	\$ 744.05	\$ 15,166.76	\$ 512.89
Shoreview	\$ 62,085.53		\$ 64,258.53	\$ 2,172.99		
Birchwood	\$ 2,053.89		\$ 2,125.77	\$ 71.89		
Hugo *	\$ 17,072.48		\$ 17,670.01	\$ 597.54		
Mahtomedi	\$ 18,850.74		\$ 19,510.52	\$ 659.78		
Vadnais Heights	\$ 30,944.29		\$ 32,027.34	\$ 1,083.05		
City of WBL	\$ 59,689.33	\$ 29,307.75	\$ 61,778.46	\$ 2,089.13	\$ 30,333.52	\$ 1,025.77
WB Tnship	\$ 26,013.56		\$ 26,924.03	\$ 910.47		
Lauderdale	\$ 5,324.63		\$ 5,510.99	\$ 186.36		
Arden Hills	\$ 23,303.54		\$ 24,119.16	\$ 815.62		
Total	\$ 486,728.34	\$ 108,438.67	\$ 503,763.83	\$ 17,035.49	\$ 112,234.02	\$ 3,795.35

* Hugo splits its support of NYFS with another Community-Based Mental Health agency

NORTHEAST YOUTH & FAMILY SERVICES

3490 Lexington Avenue N.
Shoreview, MN 55126 US
651-486-3808
jennifer.prock@nyfs.org
www.nyfs.org



INVOICE

BILL TO
City of Birchwood Village

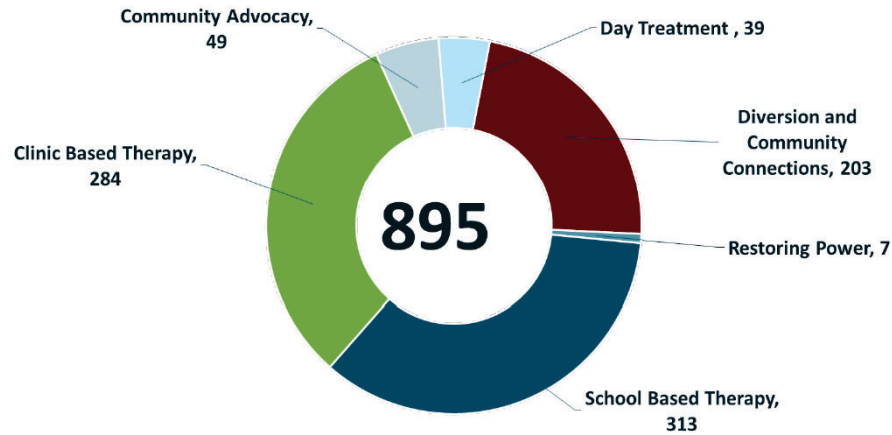
INVOICE 1582
DATE 01/01/2025
TERMS Net 30
DUE DATE 01/31/2025

ACTIVITY	QTY	RATE	AMOUNT
Municipality Service Contract Mental Health Services Contract between City and NE Youth & Family Services	1	2,125.77	2,125.77
SUBTOTAL			2,125.77
TAX			0.00
TOTAL			2,125.77
BALANCE DUE			\$2,125.77

Client Statistics

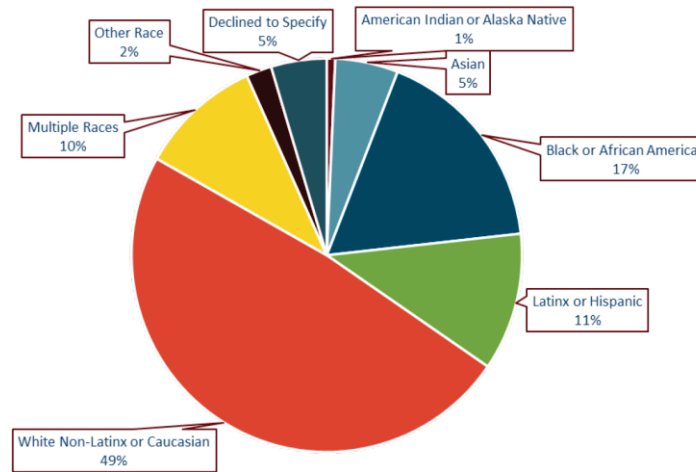
July 1, 2025 – June 30, 2024

Total Clients Served



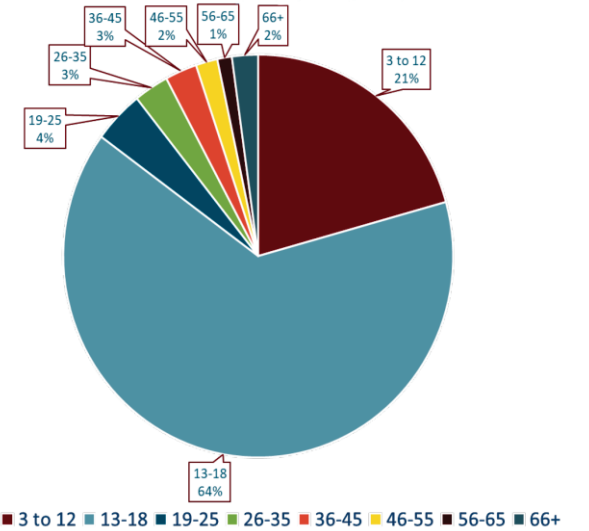
- 895 Clients Served
 - 290 more clients served than last year
 - 48% increase in clients served
- 24,083 total appointments
 - 12,453 more appointments than last year
 - 107% increase in appointments

Race/Ethnicity

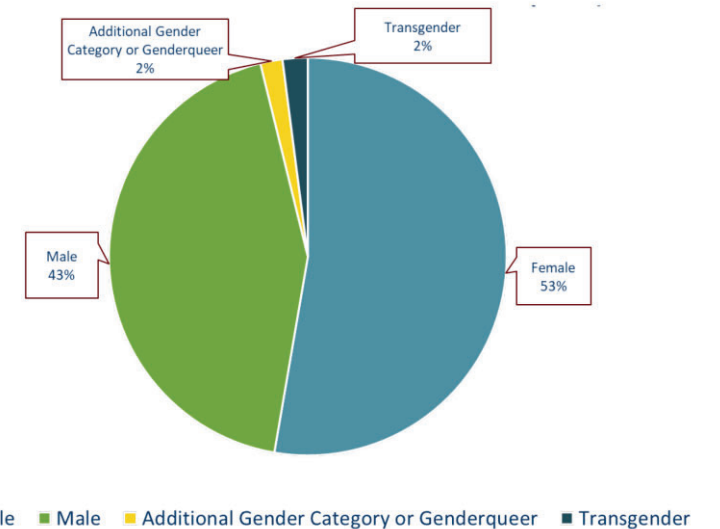


- American Indian or Alaska Native
- Black or African American
- White Non-Latinx or Caucasian
- Other Race
- Asian
- Latinx or Hispanic
- Multiple Races
- Declined to Specify

Ages



Gender Identity



- Female
- Male
- Additional Gender Category or Genderqueer
- Transgender



Transforming Lives

NYFS
Northeast Youth
& Family Services

Our mission is to transform lives by ensuring access to care that nurtures healing, cultivates community, and inspires hope.

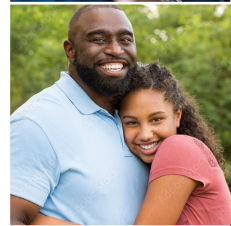
Welcome

Northeast Youth & Family Services is a community-driven, trauma-informed, and culturally responsive mental health and community service agency.

We serve clients of all ages and specialize in supporting youth and their families.

Our commitment to equity, authenticity, and community-driven services provides hope for many in our community who face financial, cultural, linguistic, and logistical barriers to care. Our sliding-fee scale means our doors are open to all, regardless of financial circumstances. Our focus on transformative relationships informs our collaboration with families, school staff, and law enforcement and enhances the positive impact on our clients and the communities we serve.

Together, we are doing so much more than we could ever achieve on our own.



community-
centered



committed

Mental Health Services

NYFS mental health services are culturally responsive, trauma informed, and community-centered.

Mental Health Clinics

We collaborate with clients to identify their goals and develop a plan to help reduce challenging symptoms and increase their mental health and wellbeing. **We believe healing and growth occur when clients can better understand their needs and experiences through a supportive relationship with a skilled, compassionate provider.**

Our goal is to offer clients quality mental health treatment within the context of their culture and lived experiences. We provide individual, couple, family, and group psychotherapy services attuned to the needs of each client, and we are the only nonprofit clinic in our area that specializes in serving youth and families. Our providers have a diverse array of training and experience and offer specialized child-centered play therapy, art therapy, trauma-focused therapy, and child and adolescent psychiatry services. We are proud to meet clients where they are in their health and healing journey.

School-Based Mental Health

Our school-based services provide mental health support to students in four northeast metro school districts. **Staff provide individual and group therapy to address issues related to trauma, depression, anxiety, and other concerns to elementary, middle, and high school youth.**

NYFS therapists collaborate with school staff to support student mental health needs in the classroom. Therapists also serve as a resource for schools, sharing their expertise while helping staff attend to the mental health needs of the school as a whole. This helps create better social, emotional, and academic outcomes for students, teachers, and schools.

Day Treatment Program

Our Day Treatment program offers therapeutic support to youth who are struggling with mental health symptoms that negatively affect their daily functioning. Our services are trauma-informed, culturally-responsive and individualized. We serve teens age 12-18 and specialize in serving those who have experienced trauma and are coping with moderate to severe anxiety or depression. We combine coping skills and behavioral interventions with group, individual, and family therapy. Our half-day therapeutic programming is paired with half-day educational services in partnership with the Mounds View School District. **With these supports, youth are better able to identify, express, and regulate their emotions, heal from challenging past experiences, and connect with their families and communities in positive ways.**

SERVING CHILDREN
AGES 4 AND UP, YOUTH,
& ADULTS

INDIVIDUAL, COUPLES,
AND FAMILY THERAPY

IN-PERSON & TELEHEALTH

CLINIC IN SHOREVIEW
& WHITE BEAR LAKE

We serve clients seeking care for:

- depression & anxiety
- relationship concerns
- parenting support
- identity exploration & development
- traumatic experiences
- attention challenges
- autism
- mood & psychotic disorders
- and a variety of goals related to enhancing mental health and relationships.

empower & support

NYFS.ORG

Community Services

Diversion Program

The Diversion Program is an alternative to the traditional juvenile justice system that works with youth ages 12–17 who have justice system involvement including theft, disorderly conduct, or alcohol/drug use. **Using restorative principles, we help youth address the incident and harm caused, rebuild their lives, and get back on track.** Youth attend one-to-one consultations, educational seminars with their parents, perform community service, and if applicable, pay restitution. Youth may also complete service projects, write apology letters to those they have harmed, and participate in chemical use testing. The program works to reduce the number of negative contacts youth have with law enforcement while significantly reducing the likelihood that they will reoffend in the future.

Community Connections Program

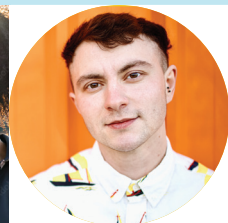
The Community Connections Program is **a seven-week, group-based experience for youth that builds social skills, self-confidence, and resilience through career exploration, self-reflection, volunteer activities, and contacts with other community service organizations.** It is offered to youth who would benefit from deeper and healthier connections with peers, adults, and their community. Components of the program include community service, work skills identification, and development of key life skills. Youth benefit from social connections with their peers and supportive adults while learning about resources in their community that will help them now and in the future. Youth are also introduced to activities that promote healthy living through nutrition, fitness, routine setting, time management, goal setting and moderation. Combined together, these components foster self-awareness, confidence, social skill development, and resilience.

Community Advocate Program

Through partnerships with five local law enforcement departments, our Community Advocate Program co-creates public safety by supporting citizens who have needs outside of the scope of law enforcement. The program serves adults who have had repeated contact with law enforcement and have underlying needs that cannot be resolved by law enforcement alone. The advocate provides crisis intervention services, mental health support, referrals for chemical health services, assists with homelessness prevention, and support for survivors of abuse. **By serving as a bridge between law enforcement, case managers, caregivers, and family members, the advocate is able to improve the quality of life of our clients while reducing reliance on law enforcement.**

The last few years have been really tough on our youth. A lot of those connections, and feeling like being a part of a community, have gone away. Youth and their families are really struggling and that's why programs like these are so important.

– Erika Scheider, Roseville Chief of Police



Organizational Values

Equity, Inclusion, and Belonging

We are dedicated to creating an **inclusive, accessible, and accepting environment** that embraces diverse perspectives and backgrounds. It is our responsibility to work toward systemic justice and provide care individualized to client needs.

Authenticity

We strive to be **genuine, grounded, and true to our values** in order to be both trusting and trustworthy. We are invested in learning and we approach each encounter with humility and sincerity.

Community Driven

Our services are driven by the strengths and needs of our community. Through collaboration with clients and community members we ensure **our services are financially, logistically, linguistically, and culturally accessible.**

Integrity

We are **accountable, ethical, fiscally responsible, transparent, and dedicated** to aligning our decisions with our organizational values.

Transformative Relationships

We believe that healing and growth happen in the context of **empathic, client-centered, intentional relationships.** We bear witness to our clients' journeys with curiosity and kindness to promote transformational change.

Innovation

We look beyond what is and imagine what could be. We stay on the leading edge of care by **encouraging our clients and staff to explore their passions and strengths** with a creative and playful spirit.

Wellbeing

We believe that staff wellness and work sustainability are key to providing excellent mental health care. We understand the importance of organizational supports for secondary traumatic stress and are **committed to a family-first work philosophy for staff.**

We envision a world where thriving individuals and families are the building blocks of safe, unified communities established through a network of empowered and collaborative partnerships.

Transforming lives together.



innovative



passionate



NYFS is here for you, because of you.

If you need help –
reach out today.

If you can offer help –
please donate.

TO MAKE AN APPOINTMENT:

Call us at **651-486-3808** or visit
nyfs.org/request-appointment

TO DONATE:

Go to nyfs.org/donate
or **mail** your donation to:

3490 Lexington Ave. N.
Shoreview, MN 55126



Transforming Lives

Shoreview Headquarters
3490 Lexington Avenue North, Suite 205
Shoreview, MN 55126
Phone: (651) 486-3808
Fax: (651) 486-3858

White Bear Lake Clinic
1280 North Birch Lake Blvd.
White Bear Lake, MN 55110
Phone: (651) 429-8544
Fax: (651) 407-5301

OUR PARTNERS

MUNICIPALITIES

Arden Hills
Birchwood Village
Falcon Heights
Hugo
Little Canada
Lauderdale
Mahtomedi
Mounds View
New Brighton
North Oaks
Roseville
St. Anthony
Shoreview
Vadnais Heights
White Bear Lake
White Bear Township

SCHOOL DISTRICTS

Roseville Area Schools
Mounds View Public Schools
St. Anthony-
New Brighton Schools
White Bear Lake
Area Schools

PUBLIC SAFETY

Mounds View
New Brighton
Ramsey County
Attorney's Office
Roseville
St. Anthony
White Bear Lake

NYFSorg 
Northeast Youth &
Family Services 

NYFS.ORG

Restoring Power

Our Restoring Power program supports victim-survivors who have experienced a range of abusive behaviors from others, including emotional, psychological, physical, technological, and sexual violence.



We work with children, adolescents, and adults. In our work with youth, we recognize and help to heal the effects of witnessing violence, even when the child has not directly experienced abuse.

We support individuals and families as they seek safety in many different ways.

People come to NYFS with a variety of situations and needs, which can include:

- The family wants to stay together and for the violence to stop
- A person is in the process of leaving or has left an abusive relationship
- The relationship violence was years or decades ago and the person is interested in deepening their healing and sense of connection to themselves, others, and/or a larger sense of meaning and purpose.

If you think you or someone you care for has experienced any form of abuse or trauma, please reach out today to get support and resources to help you seek safety and recovery.

NYFS offers many different services within our Restoring Power Program:

- Safety planning
- Emotional support and coping skills
- Learning about abuse, its effects, and opportunities for healing
- Information about victim rights and resources
- Case management and resource referral
- Legal advocacy: court and law enforcement interview accompaniment, applying for an Order for Protection or Harassment and Restraining Order
- Individual Therapy: for all ages and is typically helpful for reducing mental health symptoms of trauma
- Group Therapy: a variety of groups for all ages

Take Your Next Step.

Visit nyfs.org/community/domestic-violence-and-sexual-assault-services.

To make an appointment, call 651-486-3808 or visit nyfs.org/start/appointment.



RESOURCES:



What constitutes abuse?



The effects of witnessing violence on youth.

SCAN THE QR CODES WITH YOUR PHONE TO LEARN MORE

NYFS
Northeast Youth
& Family Services

Transforming Lives

Transforming lives by ensuring access to care that nurtures healing, cultivates community, and inspires hope.

NYFSorg 

Northeast Youth & Family Services 

[NYFS.ORG](https://nyfs.org)

LOCATIONS:

Shoreview Clinic
3490 Lexington Ave N
Suite 205
Shoreview, MN 55126
(651) 486-3808

White Bear Lake Clinic
1280 North Birch Lake Blvd.
White Bear Lake, MN 55110
(651) 429-8544

RESOLUTION 2025-01

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

**A RESOLUTION DESIGNATING THE WHITE BEAR PRESS
AS THE OFFICIAL NEWSPAPER FOR PUBLICATION
FOR ALL CITY LEGAL NOTICES**

BE IT RESOLVED, by the City Council of the City of Birchwood Village that:

The White Bear Press is designated as the official newspaper for all City of Birchwood Village legal notices.

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2025.

Jennifer Arsenault - Mayor

ATTEST:

Rebecca Kellen
City Administrator-Clerk

RESOLUTION 2025-02

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

**A RESOLUTION NAMING U. S. BANK, N.A. AND THE MINNESOTA MUNICIPAL
MONEY MARKET FUND (A/K/A “4M FUND”) AS THE OFFICIAL DEPOSITORIES
OF MUNICIPAL FUNDS**

SECTION 1. RESOLVED, that U. S. Bank, N.A. and the Minnesota Municipal Money Market Fund (a/k/a “4M Fund”) are hereby designated as depositories for the funds of the City of Birchwood Village. The City Treasurer is authorized to deposit city funds therein.

SECTION 2. RESOLVED ALSO, that before any deposits are made that exceed the amount that is guaranteed by the Federal Deposit Insurance Corporation (FDIC), the depository must supply to the City a corporate surety bond in the amount of at least 10 percent more than the amount on deposit at the depository’s cutoff hour. The bond is subject to the approval of the City Council. The surety bond must be conditioned to repay the above amount or any part thereof upon proper demand therefore and to perform such other duties in connection with the deposit as the council may require.

SECTION 3. RESOLVED FURTHER, that, in lieu of the above bond, the depository may furnish collateral in the manner and to the extent permitted by law. All such collateral must be approved by the City Council and accompanied by a written assignment providing that, upon default, the financial institution shall release to the City on demand, free of exchange or any other charges, the collateral pledged.

SECTION 4. RESOLVED FURTHER, all collateral must be placed in safekeeping in a restricted account at either a Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution that is furnishing the collateral. The selection must be approved by the City Council. In case of default upon the part of the depository, the City Council shall have full power and authority to sell such collateral or as much as may be necessary to realize the full amount due the city over such federal guarantee.

This designation is effective until subsequently rescinded by the Birchwood Village City Council.

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2025.

Jennifer Arsenault, Mayor

Attest:

Rebecca Kellen
City Administrator-Clerk

RESOLUTION 2025-03

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

A RESOLUTION AUTHORIZING EFTs

WHEREAS, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City has established various relationships with vendors including but not limited to:

MN Department of Revenue
MN Department of Labor
MN Unemployment
PERA
IRS – US Treasury
Xcel Energy
A T & T
Amazon
Quantum Fiber
Techie Dudes

and each is paid through the use of Electronic Funds Transfer (EFT) technology; and

WHEREAS, the City has a Treasurer who actively authorizes these transactions; and

WHEREAS, Minnesota Statute § 471.38 Subdivision 3 authorizes the payment of certain claims through the use of EFT and ACH debits from government accounts provided the City authorizes such activity annually and the City wishes to be compliant with this law.

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

1. In compliance with State law, Minnesota Statute § 471.38 subdivision 3a, the City’s Treasurer is hereby authorized to approve EFT and ACH payments to vendors that are paid in that manner provided the following policy controls are employed:
 - a). the disbursing bank shall keep on file a certified copy of the delegation of authority;
 - b). the initiator of the electronic transfer shall be identified;
 - c). the initiator shall document the request and obtain an approval from the designated business administrator, or chief financial officer or the officer's designee, before initiating the transfer;

d). a written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check or warrant required to support the transaction;

e), a list of all transactions made by electronic funds transfer shall be submitted to the governing body at its next regular meeting after the transaction.

2. This authorization shall be for CY 2024 and shall be renewed by the City at its annual delegation of authority meeting.

Resolution duly seconded and passed this 14th day of January, 2025.

Jennifer Arsenault, Mayor

Attest:

Rebecca Kellen, City Administrator

CONSULTING SERVICES AGREEMENT

I. The Parties. This Consulting & Retainer Agreement ("Agreement") is made effective as of March 30, 2023, by and between an individual known as Ben Wikstrom with a mailing address of 112 Mill Avenue, WATERTOWN, Minnesota, 55388 ("Consultant") and a business entity known as City of Birchwood Village with a mailing address of 207 Birchwood Avenue, Birchwood, Minnesota, 55110 ("Client").

II. Services. Consultant agrees to provide the following services ("Services"):

Planning Consulting. Consultant shall abide by, administer, and enforce the Land Use Regulations (Sections 300-310) of the City Code, and other Code sections as applicable. Specific duties are listed in the attached Exhibit A.

III. Term. The Services shall commence on the date of ~~May 1, 2023~~ December 1, 2024, and shall continue until either Consultant or Client gives notice of terminating this Agreement.

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IV. Payment. In consideration for the Services provided, the Consultant is to be paid the following:

- Monthly Fee ("Payment"): See Exhibit A for fee amount and duties covered by fee.
- Pass-Through Hours: See Exhibit A for duties included in pass-through hours.

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V. Payment Interval. Consultant shall be paid on a monthly basis after the Services have started. After the Services have been completed, if there is any remaining balance it shall be paid within thirty (30) days by the Client.

VII. Retainer. The Client is not required to pay a retainer as part of this Agreement.

VIII. Expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement EXCEPT any "out-of-pocket" expenses. Out-of-pocket expenses are considered to be an expense that requires the Consultant to pay a third (3rd) party as a direct or indirect result of providing the Services. However, the Consultant will be required to pay for their internal expenses which includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant. Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly

associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

IX. Termination Clause. The Consultant and Client may terminate this Agreement at any time with notice of at least 60 Day(s) notice.

X. Return of Records. Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

XI. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered and decided upon the Client.

XII. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. In addition, the Consultant shall be required to have liability insurance equal to a single-limit of \$1,000,000.00.

XIII. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt.

XIV. Non-Compete. During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination, the Consultant shall not engage in any activity that would compete in any way whatsoever with the activities of the Client in which the Consultant was or is involved, or where the Consultant gained confidential or sensitive information of the Client, directly or indirectly through the delivery of the Services. For further clarity, this section is to be geographically limited to areas and locations that the Customer operates and conducts its business activity.

XV. Non-Solicitation. During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination (“Solicitation Period”), the Consultant shall not, without the written consent of the Client, directly or indirectly, solicit or attempt to solicit any person who was:

- (a) A customer of the Client as of the date of this Agreement was terminated;
- (b) A customer of the Client at any time within the Solicitation Period immediately before the date of the termination of this Agreement;
- (c) Solicited as a prospective customer by the Client at any time during the provision of Services under this Agreement, should the Consultant have had knowledge of this pursuit; or,
- (d) An employee or contractor of the Client as of the date this Agreement was terminated or within the one-year period immediately before the date of the termination of this Agreement.

XVI. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVII. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant shall not be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Consultant, and the Client will not hire, supervise, or pay assistants to help the Consultant;
- f.) Consultant shall not receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Consultant shall not be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XVIII. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XIX. Payment of Taxes. Under this Agreement, the Client shall not be responsible for:

- a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- b.) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Client with proof that such payments have been made.

XX. Employees' Compensation. The Consultant shall be solely responsible for the following:

- a.) Employee Benefits. The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- b.) Unemployment Compensation. The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant themselves shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- c.) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Consultant must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

XXI. Indemnity. Consultant shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

XXII. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consultant's Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

- a.) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;
- b.) Consultant hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Consultant's

work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

c.) The Client will be entitled to use the Consultant's name and/or likeness in advertising and other materials.

XXIII. Assignment and Delegation. The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

XXIV. Governing Law. This Agreement shall be governed under the laws in the State of Minnesota.

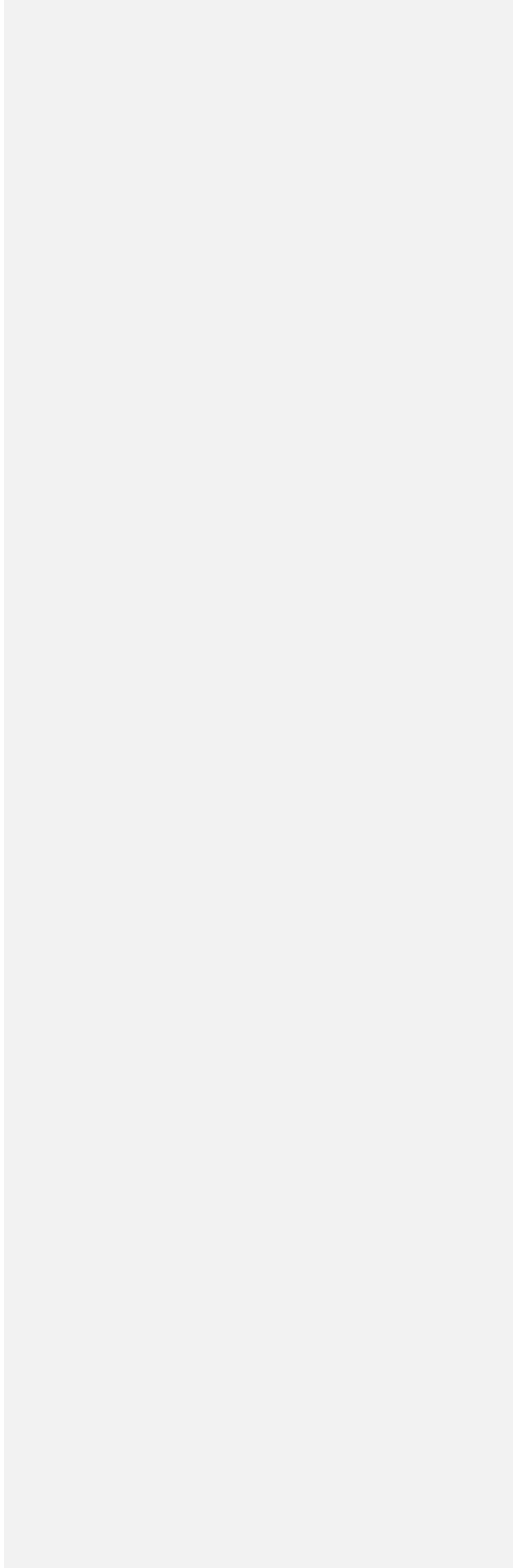
XXV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Consultant's Signature _____ **Date** _____

Print Name _____

Client's Signature _____ **Date** _____



Print Name _____

Included Services

- Ordinance amendments
- Enforcement letters and site visits
- Phone and email correspondence with City staff, Council and Commission members, residents, applicants, etc.
- Review of permit applications as necessary
- Meeting attendance at City Council, Planning Commission, and other meetings and with residents
- Other duties as typical as referenced in Chapter 300 of the City Code

Pass-Through Hours

- Review of land use applications and preparation of staff reports
- Consulting and advisory services provided to residents, agents, developers, contractors, and similar inquirers that exceed 0.5 hours of consultant's time

Additional Services (not included)

- Comprehensive Plan review and update
- Zoning Ordinance/City Code review and update (full sections; typical amendments are included services)
- Special projects as approved by the City Council
- Large-scale development project review as approved by the City Council
-

Fee

\$1,600 per month

Pass-Through Hours

Billed to City at \$130.00 per hour (project identified by street address)

(No Meeting Fees or Mileage to be paid by Client)

Tiche-Schmitz Park Field Rental Agreement

This Agreement (“Agreement”) is entered into on this [date] by and between Mahtomedi Youth Soccer Association (the “Association”) and the City of Birchwood Village (the “City”).

1. Purpose

- The City agrees to rent field space at 410 Lake Ave, St Paul, MN 5511 to the Association for soccer practices, and related events during the specified rental period.

2. Term

- Start Date: May 1st, 2025
- End Date: July 15th, 2025

- Days and Times of Use: The fields will be available for use during the week and weekends during the Fall and Summer season, except in the event of previously scheduled events approved by the City. The dates of those soccer seasons follow:
 - Fall Season Dates: TBD
 - Summer Season Dates: 5/1/25 – 7/15/25

3. Rental Fees

- Fee Structure: The Association agrees to pay the City \$2,000 for the upcoming Spring/Summer soccer season due on [due date]. Payment will include mowing costs, which would be provided by the City.

- Payment Terms: Payment shall be made via [check, online payment, etc.].

4. Usage and Maintenance

- Permitted Activities: Field space may only be used for activities directly related to the Association’s soccer programming.

- Field Condition and Maintenance:

- The City will be responsible for mowing; payment by the Association will include mowing expenses.
- The Association will be responsible for line marking and goal setup.
- The Association agrees to ensure cleanliness after use, including removal of all trash.
- Damage Repairs: The Association agrees to report any damage caused by its activities and may be financially responsible for repairs.

5. Access and Equipment

- Access Rights: The City grants the Association and its members access to the field during scheduled hours, including use of the portable restroom located on-site.
- Equipment Usage: The City grants the Association and its members access to the field, goals, and restroom that are currently located on-site, during scheduled hours

6. Weather and Field Condition Cancellations

- Weather Cancellations: The City reserves the right to close the field due to adverse weather conditions. The Association will be notified as soon as possible and may receive credit for cancelled time.
- Field Condition Monitoring: The City will provide regular assessments of field conditions and may require closures for maintenance or repairs.

7. Insurance and Liability

- Insurance Requirement: The Association must provide proof of general liability insurance, listing the City as an additional insured party.
- Injury and Liability Waiver: The Association agrees to indemnify and hold the City harmless against any claims or injuries arising from its use of the field space.

8. Compliance and Conduct

- Adherence to Local Regulations: The Association agrees to comply with all local rules, ordinances, and guidelines.

- **Conduct and Supervision:** The Association is responsible for ensuring respectful conduct of its players, coaches, and spectators, as well as adequate supervision for minors.

9. Termination

- **Termination Clause:** Neither party may terminate this Agreement during an active soccer season. Both parties commit to fulfilling their obligations as outlined in this agreement for the entirety of the season. In the event of a dispute, disagreement, or issue that either party believes warrants termination, both parties agree to participate in good-faith mediation prior to taking any termination action. Any resulting costs shall be shared equally by both parties.
- Either party wishing to terminate the Agreement outside of an active season must provide a written notice at least 30 days before the intended termination date. The parties agree to attempt to resolve any underlying issues within this notice period through discussion or mediation if necessary.

10. Miscellaneous

- **Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or discussions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Mahtomedi Youth Soccer Association Representative

Signature: _____

Name: _____

Title: _____

Date: _____

Birchwood Village Representative

Signature: _____

Name: _____

Title: _____

Date: _____

ORDINANCE NO. 2024-12-01

AN ORDINANCE AMENDING THE CITY FEE SCHEDULE.

The City of Birchwood Village has a Fee Schedule prescribing the fees for various services provided memorialized in/by Ordinance 2024-01-02 and the City would like to update/replace existing fees to cover the costs associated with the expense of water and sewer costs in the City,

NOW, THEREFORE:

The City Council of The City of Birchwood Village, Minnesota ordains:

Section 1. The Water and Sewer Fees section of the City Fee Schedule is amended to read:

WATER AND SEWER FEES	Residential and non-residential water use: Tier 1 - up to 6,000 gallons	201.090	\$0.00430 per gallon	12/2024
	Residential and non-residential water use: Tier 2 - after 6,000 gallons up to 9,000 gallons	201.090	\$0.00495 per gallon	12/2024
	Residential and non-residential water use: Tier 3 - after 9,000 gallons up to 15,000 gallons	201.090	\$0.00564 per gallon	12/2024
	Residential and non-residential water use: Tier 4 - after 15,000 gallons up to 44,883 gallons	201.090	\$0.00645 per gallon	12/2024
	Residential and non-residential water use: Tier 5 - after 44,883 gallons	201.090	\$0.00733 per gallon	12/2024
	Quarterly Safe Drinking Water Fee	Minnesota Statute 144.3831	The most recent fee assessed by the Minnesota commissioner of health, divided into quarters. \$2.43 as of July, 2022.	

Sewer Fee (metered, quarterly)	202.110	\$36.00 + \$.00478 per gallon based on first quarter water consumption	12/2024
Sewer Fee (unmetered, quarterly)	202.110	\$84.85	12/2024
Water Utility User Fee		\$50.00	12/2024
Water Main Break Surcharge (as City exhausts budgeted funds for water main breaks)		As required (\$25.00 for June - December, 2022 as of June, 2022)	5/2022
Street excavation permit *		\$60.00	2/2024
	Refundable Street Excavation Damage Deposit	\$3,000.00	12/2022
Turning water service on or off at street, including seasonally	201.240	\$150.00	
Water Meter Installation or Replacement 3/4" or smaller	201.080	\$500.00 + \$150.00/hour after one hour	12/2022
Water Meter Installation or Replacement 1" or larger or other non-standard meter	201.080	Cost of meter + \$150.00/hour, with 1 hour minimum	12/2022
Utility Bill Late Fee	201.100, 202.120	5% of the unpaid balance	
Utility Bill Quarterly Automated Clearing House (ACH) Discount		\$3 Discount	5/2022
Non-electronic water meter fee	201.080	\$100.00/quarter	1/2023
Non-submission of emailed photo of non-electronic water meter	201.080	\$100.00	1/2023
Open water and sewer account		\$25.00	
Close water and sewer account		\$25.00	

Costs to City for damages and liabilities for irrigation system backflow into water system	202.095	actual costs	3/2022
Water meter testing (refundable as described in City code)	201.170	\$300.00	12/2022
Lift Station replacement fee		\$14.50	12/2024

Section 2. This ordinance becomes effective from and after its passage and publication and covers the quarter beginning December 1,2024.

Passed by the City Council of The City of Birchwood Village, Minnesota this 14th day of January, 2025.

Mayor

Attested:

City Clerk

To: Birchwood City Council
From: Ryan Hankins

In light of recent zoning appeals and the resulting burdens and costs to the city, please consider this revision of our administrative appeals ordinance, with a corresponding update to our fee schedule.

The intent of these ordinances is to reduce frivolous appeals and to recoup some portion of city costs deriving from appeals and to ensure appellants and staff provide sufficient information for the planning commission and council to decide matters.

For reference, other cities charge the following for administrative appeals.

Mahtomedi \$250

White Bear Township \$35 fee + \$150 escrow

Dellwood \$200 + 1000 escrow

White Bear Lake \$150

Stillwater \$250

Thank you to the planning commission and Justin McCarthy for their work on the ordinance proposal. The planning commission reviewed the ordinance at its December meeting and may review the updated version in January.

For the benefit of a new council, the following requirements exist for amending our zoning code:

1. The planning commission must have the opportunity to review the ordinance.
2. The city council holds a “first reading” introducing the ordinance.
3. The city publishes notice of a public hearing on the ordinance in the White Bear Press.
4. The city council holds a public hearing and passes the ordinance.
5. The ordinance is published in the White Bear Press and takes effect.

ORDINANCE NO. 2025-01-01
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
AN ORDINANCE AMENDING ORDINANCE NO. 310 TITLED “ADMINISTRATIVE APPEALS.”

The City Council of The City of Birchwood Village, Minnesota ordains:

Section 1. Ordinance No. 310 and titled “ADMINISTRATIVE APPEALS” is amended to read:

310. ADMINISTRATIVE APPEALS

310.010 **BOARD OF APPEALS AND ADJUSTMENTS.** As stated in Section 304.005, the City Council shall serve as the Board of Appeals and Adjustments. These powers include hearing and deciding appeals in which it is alleged that there is an error in any administrative order, requirement, decision, or determination made by an administrative officer in the interpretation or enforcement of Chapters 200 and 300 of this code.

310.015 **ADMINISTRATIVE APPEALS.** A person who deems themselves injured by an alleged error in any order, requirement, decision or determination (hereinafter, “administrative decision”) made in the interpretation or enforcement of any provision of chapters 200 and 300 of this code, may appeals the order, requirement, decision, or determination to the Board of Appeals and Adjustments.

310.020 **PROCEDURE FOR APPEALING AN ADMINISTRATIVE DECISION.** A person who wishes to appeal any order, requirement, decision, or determination made in the interpretation or enforcement of any provision of chapters 200 and 300 of this code may do so by filing a written appeal with the City Administrator or his or her designee within 30 days after the date of such order, requirement, decision or determination.

310.020.1 **APPEAL REQUIREMENTS.** For each order, requirement, decision, or determination appealed, a complete appeal shall include the following.

1. A completed appeal form provided by the City.
2. For each matter, a description of the decision made by the City.
3. For each matter, a detailed explanation of why the appellant believes the order, requirement, decision, or determination made by the City is in error. The explanation must be stated with particularity. An example explanation stated with particularity would be: “The building official approved a building permit for a house that was only nine feet from our shared property line in violation of the setback requirement of section 302.020.” An example statement that is not particular would be: “The building official approved a building permit for a structure that does not conform the building code.” The example statement that is not

particular fails to point out specifically why the structure does not conform to the building code. A determination of whether the particular matter is pleaded with particularity is wholly within discretion of City staff.

4. For each matter, a detailed explanation of how the appellant was injured by the City's alleged error. The alleged injury must be a concrete and particularized injury that is actual or imminent and not hypothetical. The injury must be directly traceable to the decision of the City, and a favorable decision by the board of appeals and adjustments must be likely to remedy the injury.
5. All evidence supporting the appeal.
6. The fee and escrow required for the appeal.

For each matter, the appellant may include a reference to the section of the City code, statute or other requirement that the appellant is appealing. If the appellant does not include such a reference, City staff may determine whether references apply and include them in the City's response. When possible, specific numeric references shall be included. For example, if the appeal relates to whether a riparian buffer is sufficient, the reference to 302.050(6)(c)(b) shall be provided.

310.020.2 APPEAL COMPLETENESS. Upon submission of an appeal, City staff shall determine, within fourteen days, whether the appeal is complete. If the appeal is incomplete, City staff shall provide a written explanation to the appellant. The appellant shall then have ten days to complete and resubmit the appeal. If the appeal is not resubmitted or not complete, it shall be deemed abandoned and final.

310.020.3 APPEAL FEE. The appellant shall pay a fee in the amount specified in the City fee schedule. If specified in the fee schedule, the applicant shall provide an additional escrow for the City's expenses in evaluating the appeal. If the appeal is substantially sustained by the Board of Appeals and Adjustments, the fee and escrow shall be refunded to the appellant. In all cases, any unused portion of the escrow shall be refunded to the applicant. Whether an appeal is substantially sustained will be determined in the sole discretion of the Board of Appeals and Adjustments and such determination is not administratively appealable.

310.020.4 CITY RESPONSE TO APPEAL. City Staff shall evaluate and respond to the merits of each requirement appealed and shall provide that response to the Planning Commission and Board of Appeals and Adjustments.

310.020.5 THIRD PARTY COMMENTS. A third party affected by the outcome of the appeal may, but is not required to, provide written comments relating to both the contents of the appeal and the City's response. An example of a third party so affected includes, but is not limited to, a property owner whose building project is the subject of an appeal initiated by a neighbor.

310.025 **CITY COUNCIL HEARING.** Once the Planning Commission has had a reasonable opportunity to review and report to the Board of Appeals and Adjustments on the merits of the appeal, the Board of Appeals and Adjustments shall decide the appeal. Notice of the decision shall be mailed to the appellant and permittee explaining why the appeal was approved or denied. The Board shall maintain a record of its proceedings relative to the appeal, which shall include the minutes of its meetings and final order concerning the appeal. Where applicable, notice of the final order shall be sent to other government agencies such as the Minnesota Department of Natural Resources (DNR), as required by law. The Board of Appeals and Adjustments will provide notice to all affected parties and an opportunity to be heard during the hearing.

310.025.1 **APPEAL STANDARD.** The Board of Appeals and Adjustments shall determine whether the appellant was injured by any matter appealed and, if so, shall determine whether the decision of the City was reasonable. The appellant shall bear the burden of proof to demonstrate that he or she was injured by the decision, and the decision was unreasonable.

310.025.2 **EVIDENCE AND ARGUMENT DEADLINE.** Appellants and Third Parties injured by the decision may not submit new arguments or evidence after the Planning Commission has held public hearings unless given express permission by the City.

310.030 **NOTICE OF HEARINGS.** A notice of hearings for appeals of administrative decisions shall be given to the appellant and shall be published in the official newspaper once at least ten days before the day of the Board of Appeals and Adjustments hearing. If City permits or permit applications are subject to the appeal, the City shall provide a copy of the appeal to the permittee or applicant within five days of the date the City determines the appeal is complete.

Section 2. This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of The City of Birchwood, Minnesota this 11th day of February 2025.

Mayor

Attested:

City Clerk

ORDINANCE NO. 2025-01-02
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
AN ORDINANCE AMENDING THE CITY FEE SCHEDULE

The City Council of the City of Birchwood Village hereby ordains that the fee schedule is amended by adding the following fee:

PLANNING AND ZONING FEES, ESCROWS AND DEPOSITS	Administrative Appeal Fee	310.020.3	\$300.00
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This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of The City of Birchwood, Minnesota this 11th day of February 2025.

 Mayor

Attested:

 City Clerk



CITY OF BIRCHWOOD VILLAGE
APPEAL OF ADMINISTRATIVE DECISION

207 Birchwood Ave., Birchwood, MN 55110

651-426-3403 • info@cityofbirchwood.com

A. Appellant's Name: Telephone:
Home:
Work/Cell:

B. Address (Street, City, State, ZIP):

C. Appeal 1

1. Reference to the section of the City code, statute or other requirement.. The specific numeric sections shall be included where applicable (optional, but recommended).
2. Description of the decision made by the City.
3. Explanation of why the appellant believes the order, requirement, decision, or determination made by the City is in error.
4. Explanation of how the appellant was affected by the City's alleged error

D. Appeal 2

1. Reference to the section of the City code, statute or other requirement . The specific numeric sections shall be included where applicable (optional, but recommended).
2. Description of the decision made by the City.
3. Explanation of why the appellant believes the order, requirement, decision, or determination made by the City is in error.
4. Explanation of how the appellant was affected by the City's alleged error

[Include additional sections for each matter appealed]

Signature _____ . Date _____

310.020.1 APPEAL REQUIREMENTS. For each order, requirement, decision, or determination appealed, a complete appeal shall include the following.

7. A completed appeal form provided by the City.
8. For each matter, a description of the decision made by the City.
9. For each matter, a detailed explanation of why the appellant believes the order, requirement, decision, or determination made by the City is in error. The explanation must be stated with particularity. An example explanation stated with particularity would be: "The building official approved a building permit for a house that was only nine feet from our shared property line in violation of the setback requirement of section 302.020." An example statement that is not particular would be: "The building official approved a building permit for a structure that does not conform the building code." The example statement that is not particular fails to point out specifically why the structure does not conform to the building code. A determination of whether the particular matter is pleaded with particularity is wholly within discretion of City staff.
10. For each matter, a detailed explanation of how the appellant was injured by the City's alleged error. The alleged injury must be a concrete and particularized injury that is actual or imminent and not hypothetical. The injury must be directly traceable to the decision of the City, and a favorable decision by the board of appeals and adjustments must be likely to remedy the injury.
11. All evidence supporting the appeal.
12. The fee and escrow required for the appeal.



CITY OF BIRCHWOOD VILLAGE
APPEAL OF ADMINISTRATIVE DECISION

207 Birchwood Ave., Birchwood, MN 55110

651-426-3403 • info@cityofbirchwood.com

EXAMPLE APPEAL

A. Appellant's Name: *Woody Birch* Telephone:
Home: *651-555-1234*
Work/Cell: *612-555-1234*

B. Address (Street, City, State, ZIP):

123 Woodwild Ave., Birchwood, Minnesota, 55110

C. Appeal 1

1. Reference to the section of the City code, statute or other requirement. The specific numeric sections shall be included where applicable (optional, but recommended).

I applied for a permit to increase my impervious surface to 29%, and I am creating a riparian buffer. Under section 302.050(6)(c)(i)(a), "The buffer shall consist of trees, shrubs, or low ground cover of native plants and understory consistent with natural cover shorelines."

2. Description of the decision made by the City.

I used the native plant encyclopedia in the DNR Restore Your Shore guidance provided in the city code to choose to plant the black raspberry, but the city rejected that plant within my plans.

3. Explanation of why the appellant believes the order, requirement, decision, or determination made by the City is in error.

When I talked to the city planner, he said he is allergic to raspberries and wouldn't approve them because he can't get near them. However, because the black raspberry is listed in the Native Plant Encyclopedia that the city code encourages for planning shoreline riparian buffers, I should be allowed to plant black raspberries.

Proof that the black raspberry is included is available at:

https://apps.dnr.state.mn.us/restore_your_shore

Here is a screenshot of that website, showing the black raspberry.

(+)	Black Chokeberry	<i>Aronia melanocarpa</i>	Trees and Shrubs	transitional, upland moist, upland dry	full sun, partial sun	3.0 - 6.0	3-6	White	May-June
✓	Black Raspberry	<i>Rubus occidentalis</i>	Trees and Shrubs	upland moist, upland dry	full sun, partial sun	3.0 - 6.0	4-8	White	May-June
(+)	Black Spruce	<i>Picea mariana</i>	Trees and Shrubs	transitional	full sun, partial sun	30.0 - 70.0	10-30	---	---

I believe the City planner's decision is not reasonable because he is arbitrarily applying his own standard, not the standard that the City set in its code.

4. Explanation of how the appellant was affected by the City's alleged error

I harvest raspberries in the summer and I enjoy them. This decision reduces my right to enjoy my property.

Signature Woody Birch. Date 12/2/2024

310.020.1 **APPEAL REQUIREMENTS.** For each order, requirement, decision, or determination appealed, a complete appeal shall include the following.

13. A completed appeal form provided by the City.
14. For each matter, a description of the decision made by the City.
15. For each matter, a detailed explanation of why the appellant believes the order, requirement, decision, or determination made by the City is in error. The explanation must be stated with particularity. An example explanation stated with particularity would be: “The building official approved a building permit for a house that was only nine feet from our shared property line in violation of the setback requirement of section 302.020.” An example statement that is not particular would be: “The building official approved a building permit for a structure that does not conform the building code.” The example statement that is not particular fails to point out specifically why the structure does not conform to the building code. A determination of whether the particular matter is pleaded with particularity is wholly within discretion of City staff.
16. For each matter, a detailed explanation of how the appellant was injured by the City’s alleged error. The alleged injury must be a concrete and particularized injury that is actual or imminent and not hypothetical. The injury must be directly traceable to the decision of the City, and a favorable decision by the board of appeals and adjustments must be likely to remedy the injury.
17. All evidence supporting the appeal.
18. The fee and escrow required for the appeal.

MEETING MINUTES (Draft)

Birchwood Planning Commission Regular Meeting

City Hall - 7:00 PM Regular Meeting 12/19/2024

Submitted by Michael Kraemer – secretary

COMMISSIONERS PRESENT: – Andy Sorenson - Chairperson, Michael Kraemer, Casey Muhm, Michael McKenzie, Michelle Maiers-Atakpu

COMMISSIONERS ABSENT: None

OTHERS PRESENT: City Building Official, Ben Wikstrom – City Planner, Joe Galatowitsch, Therese Galatowitsch, Len Pratt, Trevor Morehead, City Council Member – Ryan Hankins

1. CALL TO ORDER: Chairman Sorenson called meeting to order at 7:00 PM.
2. PUBLIC FORUM
 - a. None
3. APPROVE AGENDA
 - a. Motion by Maiers-Atakpu, 2nd by Muhm to approve agenda. Vote: Yes -5, No – 0. Motion passed.
4. REGULAR AGENDA
 - a. Item A – Approve November 20, 2024 Planning Commission Meeting Minutes.
 - i. Motion by Muhm, 2nd by Maiers-Atakpu to approve the minutes. Vote: Yes – 5, No – 0, Motion passed.
 - b. Item B – 4 Five Oaks Concept Plan Review.
 - i. Concept Plan Review
 1. December 19, 2024 memo titled 4 Five Oaks Concept Plan (future variance discussion) from City Planning Consultant Ben Wikstrom was included in packets and reviewed.
 2. Trevor Morehead home owner was present to discuss the revisions that had been made to the previous concept plan for an addition to home at 4 Five Oaks.
 - a. Existing home appears to legal conforming structure meeting code.
 - b. Proposed addition concept plan appears to be compliant with city code except for front yard setback from city street.
 - c. Concept plans included:
 - i. Scaled site layout.
 - ii. Scaled building elevation and concept drawings.
 - iii. Aerial photos of neighborhood.

- d. Modifications of note to the previous plan for review at December 19, 2024 included following:
 - i. The orientation and dimensions of the proposed addition were changed. The orientation was changed from running perpendicular to running parallel to the existing house. The resulting change in depth of the addition (due to the re-orientation) to 24 feet resulted in reduction of the required front yard setback “variance” needed from 10 feet to 3 feet. (City code is 30 feet setback to structure from street right-of-way. 27 foot setback is being proposed.)
 - ii. The orientation and the length of the addition at 30 feet parallel to the existing house achieves compliance with the 10-foot side yard setback requirement.

- ii. Planning Commission Comments

- 1. Plan modifications appear to demonstrate effort to achieve most of the code requirements except the “front yard setback” variance which although reduced in magnitude will still be required.
- 2. Appears there are no unique site constraints other than the location of the existing house complicated by the size and layout of the addition proposed by the owner.
- 3. Appears the proposed addition is a reasonable approach consistent with limitations of the site and the nature of the neighborhood.
 - a. As identified in the property owner’s submittal, it is noted that there are numerous existing neighborhood examples of structure’s failure to achieve side yard and front yard setbacks.
- 4. A survey will be required to determine the exact measurements at the time of application for the variance, along with calculations of the existing and proposed impervious surface on the lot to determine permitting requirements.

- c. Item C – 131 Wildwood Concept Plan Review

- i. Concept Plan Review

- 1. December 19, 2024 memo titled 131 Wildwood Avenue Concept Plan (future variance discussion) from City Planning Consultant Ben Wikstrom was included in packets and reviewed.
 - a. Major points included

- i.* Lot is pre-existing non-conforming according to zoning ordinance.
 - 1.** The following code excerpts apply:
 - C, A non-conforming pre-existing structure or non-conforming pre-existing use may not be moved or expanded except:*
 - a.** *If the expansion or move brings the non-conforming pre-existing structure or use into conformance with the zoning code: or*
 - b.** *The conforming portion of a non-conforming structure may be expanded provided that such modification or expansion does not increase the portion of the structure that is non-conforming, and provided that the modification otherwise conforms to the provisions of the zoning code: or*
 - c.** *The non-conforming portion of the non-conforming structure may be modified so long as the modification does not increase the horizontal or vertical size of the non-conforming portion.*
 - ii.* Both the existing house and garage had non-conforming setbacks from property lines.
 - iii.* Existing house with deck appeared to be non-conforming with setback from OHW of White Bear Lake.
 - iv.* The plat of the existing site appears to indicate two lots which will need to be combined.
- 2.** Len Pratt, builder for the property owners Joe and Therese Galatowitsch reviewed concept plans.
 - a.** Concept Plan packet included:
 - i.* Topographic survey of existing site prior to demolition.
 - ii.* Concept plan of proposed structure replacement.
 - iii.* Site photos of shoreline, pre- and post-demolition

- b. Previous dwelling had reached its useful life expectancy and replacement was the reasonable alternative.
- c. Proposed concept plan in general is to achieve the setbacks of the garage and the principal structures. This includes use of 6-foot-wide deck on lake side to achieve conformity to OHW set back.
- d. The concept plan proposes to increase the size of the home in areas where the setbacks are conforming and replaces the structure as allowed in areas of non-conformity.
- e. The concept plan makes reference to achieving impervious code goals and improving stormwater runoff treatment through the use of pervious pavers, bioswales, and raingardens. No details or examples were provided

ii. Planning Commission Comments

- 1. The proposed home concept plan appears to be reasonable and consistent with the scale and nature of the neighborhood.
- 2. The proposed house structure dimensions and placement should be adjusted to achieve side yard setbacks otherwise variance may be required.
- 3. The proposed garage reconstruction should be adjusted to achieve side yard and street set back requirements otherwise variance may be required.
- 4. Impervious surface and runoff code requirements must be complied with including establishment of Riparian buffer as required by City code if needed. IF code is not complied with, variance may be required.
- 5. A survey and final plans will be required to determine the exact measurements at the time of application for any variance, along with calculations of the existing and proposed impervious surface on the lot to determine permitting requirements.
- 6. Lots must be joined prior to construction.

d. Item D – Discuss and Make Recommendations on Administrative Appeals.

i. Planning Commission Review

- 1. The Planning Commission reviewed the following documents included in the packet:
 - a. Administrative Appeal Fee.
 - b. Ordinance No. 2024-XX, An Ordinance Amending Ordinance No. 310 and Titled “Administrative Appeals”.
 - c. An Ordinance Amending the City Fee Schedule
 - d. Appeal of Administrative Decision Form

ii. Planning Commission Comments

1. The Planning Commission discussed and unanimously supports the concept, ordinance, forms, and fees as presented in the example documents.

ADJOURN 8:34 PM

- e. Motion by Kraemer, 2nd by Muhm to adjourn meeting. Vote: Yes - 5, No – 0.
Motion passed.

The Planning Commission doesn't have by laws posted to the City website, but here is some information for you.

Planning Commission

Planning Commission meetings are scheduled for the 4th Thursday of each month at 7:00 pm, at Village Hall (207 Birchwood Avenue, Birchwood Village, MN 55110). Commissioners serve staggered 3 year terms. To review the agenda packet for a Planning Commission meeting (future or past) [CLICK HERE](#).

[Planning Commission Terms](#)

Andy Sorenson

Title:

COMMISSIONER / CHAIRPERSON

Michelle Maiers-Atakpu

Title:

COMMISSIONER

Michael Kraemer

Title:

COMMISSIONER / SECRETARY

Michael McKenzie

Title:

COMMISSIONER

Casey Muhm

Title:

COMMISSIONER

- [2022 Planning Commission Agenda Packets](#)
- [2022 Planning Commission Minutes](#)
- [2023 Planning Commission Agenda Packets](#)
- [2023 Planning Commission Minutes](#)
- [2024 Planning Commission Agenda Packets](#)
- [2024 Planning Commission Minutes](#)
- [Planning Commission Agenda Packets](#)
- [Planning Commission Minutes](#)

PARKS AND NATURAL RESOURCES COMMITTEE

BYLAWS

I. NAME OF THE COMMITTEE

The name of the committee shall be the Parks and Natural Resources Committee.

II. PURPOSE OF THE COMMITTEE

The purpose of the Parks and Natural Resources Committee is to advise the City Council on the parks and open spaces within the city limits of Birchwood, including advising on maintenance, upgrades, and repair of these facilities and the funding of all such work.

III. COMMITTEE MEMBERSHIP

- A. Members.** The committee shall consist of up to seven members appointed by the City Council, with two members being City Council members.
- B. Terms.** The terms of each member shall be for two years. A person may be reappointed to the committee by the Council and serve more than one term. Terms shall run from February to February. Any new member appointed in months other than February shall end his/her term two years after her/his appointed month.
- C. Resignation.** Any member of the committee may resign before his or her term expires by providing written notice of such intent to the City Council. The resignation shall be effective upon receipt of the written notification, unless the member identifies a later date.
- D. Removal.** The City Council may remove any member from the committee prior to expiration of the member's term with a majority vote.
- E. Vacancy.** In the event of a vacancy through resignation or vacancy through removal, the City Council shall appoint a person to serve the remainder of the term of the person who resigned or was removed. The person appointed to fill a vacancy may be appointed to a full two year term upon expiration of the filled term.
- F. Council Liaison.** Two members of the City Council shall serve as the liaison to the committee. The Council liaisons shall be voting members of the committee and may participate in committee functions as well as vote on all matters before the Council involving the committee.

G. List of Members. The City Clerk shall maintain a list of the members of the committee and the date of each member's term and shall post the same information on the City webpage.

IV. COMMITTEE OFFICERS

A. Chair. The committee shall elect a Chair of the committee. The Chair shall be elected for a one year term. The term shall run from February to February. The Chair may serve up to three consecutive terms.

B. Secretary. The committee shall also elect a Secretary. The term shall run from February to February. The Secretary may serve up to three consecutive terms.

C. Majority Vote. All officers shall be elected by a simple majority vote.

D. Resignation. Any officer may resign his or her position by providing written notice of the resignation to the City Clerk and the Mayor. The resignation shall be effective upon receipt of the notice or upon such later date, not to exceed three months, that the officer designates. The officer may resign only their officer position, but not their position on the committee, or they may resign both their officer position and their position on the committee.

E. Vacancy. Upon a vacancy in the position of one of the officers, the committee shall elect another member to serve the remainder of the vacated term.

V. COMMITTEE MEETINGS

A. Scheduling. The committee shall meet on a regularly set time monthly. The Chair of the committee may call for a special meeting of the committee. Three committee members may call for a special meeting.

B. Open Meeting and Notice. All meetings of the Parks and Natural Resources Committee shall be open to the public. Notice of all committee meetings shall be given at least three days in advance by posting notice on the City's webpage and by posting a notice on the bulletin board outside city hall, along with a draft agenda.

C. Quorum and Taking of Actions. The committee can meet regardless of how many members are in attendance at the meeting. A quorum is not necessary for the committee to hold a meeting. However, a quorum shall be necessary to take action. The committee cannot take any action unless a majority of all the members vote in favor of the action.

D. Minutes. The committee shall keep Minutes of all its meetings. The Secretary or other person shall be responsible for keeping the Minutes of each meeting. Upon approval of the Minutes by the committee, the Chair shall forward the approved Minutes to the City Administrator and the Council and the approved Minutes shall be posted on the city webpage.

VI. COMMITTEE ACTION

A. Recommendations to the City Council. The committee shall make recommendations to the City Council and the City Administrator on the maintenance, upgrade, repair, and other work on any parks or other open spaces or any facility therein within the city limits of Birchwood. The committee shall also make recommendations regarding the funding of any of the work recommended by the committee. The committee may file both a majority report and a minority report with the Council on any recommendation.

B. Authority. The committee shall have no authority to make final decisions with regard to any work other than providing a report to the City Administrator on maintenance issues of any park or open space that needs to be addressed. The City Administrator will either direct City staff to handle the issues, or will bring the issue to the attention of the Council at her discretion. All final decisions shall be made by the Council.

C. Expenses and Budget. The committee shall not incur any expenses without the approval of the City Council. The committee may request the City Council to budget funds for the work of the committee. The committee shall submit any budget requests to the Council by October 1 of the year previous to the year for which funding is requested.

D. Report to the Council. Upon the request of the City Council, the Chair or another member shall report to the Council on the activities of the committee.

VII. COMMITTEE CONTINUATION

The committee shall continue in existence until terminated by action of the Council.

VIII. COMPENSATION

Members of the Parks and Natural Resources Committee shall receive no compensation for their service on the committee.

IX. AMENDMENT OF BYLAWS

These bylaws may be amended at any time by action of the City Council. The committee may recommend changes to the Council.

****ADOPTED July 12, 2011****
****AMENDED November 13, 2012****
****AMENDED August 13, 2013****
****AMENDED February 10, 2015****
****AMENDED April 11, 2023****

PERSONNEL COMMITTEE

BYLAWS

I. NAME OF THE COMMITTEE

The name of the committee is Personnel Committee.

II. PURPOSE OF THE COMMITTEE

The purpose of the Personnel Committee shall be to work with city staff on administrative and personnel matters, including performance reviews, time sheets, employment agreement issues, and other human resource matters and other matters as assigned by the City Council.

III. COMMITTEE MEMBERSHIP

A. Members. The committee shall consist of two members – the mayor and a City Council member elected by the entire Council.

B. Terms. The mayor shall serve a two-year term beginning with the first meeting of the Council in January following an election year. The other Council member shall serve a one year term beginning with the first meeting in January. A Council member may serve more than one term.

AMENDED FEBRUARY 14, 2012

C. Resignation. The City Council member may resign from the committee by notifying the mayor or the deputy mayor in writing of the intent to resign. The resignation shall be effective upon receipt of the written notification, unless the member identifies a later date.

AMENDED FEBRUARY 14, 2012

D. Vacancy. In the event the mayor shall resign or a vacancy in the office of mayor is created, the deputy mayor shall serve in lieu of the mayor. If the deputy mayor is already on the committee, or another member shall resign or vacancy created, the City Council, including the member resigning from the Committee, shall elect another City Council member to fill a vacancy. In the event of a 2-2 vote among four council members, the mayor shall select the Council member to serve, or if the vacancy is created in the mayoral position, the deputy mayor shall select the new member. The new member shall serve the remainder of the term.

AMENDED FEBRUARY 14, 2012

IV. COMMITTEE MEETINGS

Either member of the Personnel Committee can call a meeting of the committee. Notice of all committee meetings shall be given at least three days in advance by posting on the City's webpage and by posting notice on the bulletin board outside city hall. The notice shall identify the topics to be discussed at the meeting. All meetings of the Personnel Committee shall be open to the public unless the committee is permitted to close the meeting under the Open Meeting Law. The committee shall describe the reason for closing any meeting to the public in the notice announcing the meeting.

AMENDED APRIL 10, 2012

V. COMMITTEE RESPONSIBILITIES

The Committee shall undertake the following responsibilities:

- Develop for City Council consideration personnel policies addressing hiring practices, grievance and discipline processes, benefits, work hours, and other personnel matters; review existing policies periodically.
- Provide staff with guidance establishing work priorities and implementing City Council decisions.
- Conduct performance reviews and recommend compensation adjustments to the City Council.
- Recruit and screen candidates and recommend new hires to the City Council whenever a staff vacancy shall occur.
- Draft employment agreements; review as part of performance reviews.
- Perform such other personnel matters as assigned by the City Council.

AMENDED FEBRUARY 14, 2012

VI. COMMITTEE AUTHORITY

The committee shall have no authority to bind the city but shall bring all decisions to the City Council for decision. The committee may recommend certain action to the Council.

VII. COMMITTEE CONTINUATION

The committee shall continue in existence until terminated by action of the Council.

VIII. COMPENSATION

Members of the Personnel Committee shall receive no compensation for their service on the committee.

IX. AMENDMENT OF BYLAWS

These bylaws may be amended at any time by action of the City Council.

****APPROVED April 12, 2011****

****AMENDED February 14, 2012****

****AMENDED April 10, 2012****

The Lake Links Committee does not have bylaws posted to the City website, however, this is their mission statement.

DRAFT MISSION STATEMENT Empowering our community through thoughtful analysis, our task force aims to evaluate the potential costs and benefits of implementing a bike and pedestrian route along the roads of our small city. With a commitment to enhancing safety, promoting eco-friendly transportation, and fostering community well-being, we strive to make informed recommendations that align with the needs and aspirations of our residents.

RESOLUTION NO. 2025-04

RESOLUTION APPROVING ACCEPTANCE OF GIFT

WHEREAS, the City of Birchwood is a Municipality as defined in Minnesota, and,

WHEREAS, the City of Birchwood is authorized to accept "gifts" pursuant to Minnesota Statutes 465.04 as defined in Minnesota, and,

WHEREAS, the City of Birchwood has been asked to accept a \$460 donation for replacement boards for the hockey Rink from Barton Winters, and,

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

1. That the City of Birchwood hereby accepts a \$460 donation pursuant to MN Stat. 465.04.
3. That Jennifer Arsenault -, the Mayor for the City of Birchwood Village, and Rebecca Kellen , the City Clerk, are authorized to sign this Resolution.

Passed and Adopted by the Council on this _____th day of January, 2025.

CITY OF Birchwood Village

By: Jennifer Arsenault
Its Mayor

ATTEST: _____
By: Rebecca Kellen
Its City Clerk

RESOLUTION NO. 2025-05

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

A RESOLUTION APPROVING PURCHASE OF REPLACEMENT BOARDS FOR ICE RINK

WHEREAS, the City of Birchwood is a Municipality as defined in Minnesota, and,

WHEREAS, the City of Birchwood has a recreational ice rink with wooden boards, and,

WHEREAS, the parks committee has reviewed a request for 5 boards to be replaced with an estimate for costs and approved use of the parks funds for the remaining costs for the 5 boards after the receipt of a donation up to \$400 to be purchased and replaced this year if flooding has not started or after this skating season for next year, and,

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

1. That the City of Birchwood hereby authorizes the use of \$400 from the parks funds to be used for the replacement of 5 boards.
2. That Jennifer Arsenault -, the Mayor for the City of Birchwood Village, and Rebecca Kellen , the City Clerk, are authorized to sign this Resolution.

Passed and Adopted by the Council on this 10th day of January, 2025.

CITY OF Birchwood Village

By: Jennifer Arsenault
Its Mayor

ATTEST: _____
By: Rebecca Kellen
Its City Clerk

Table 1

			Last month	YTD		
	Category	Metric	Details/Notes			
	Financial Overview	Revenue vs. Expenses	Revenue: \$[Amount], Expenses: \$[Amount], Net: \$[Amount]			
		Reserve Fund Levels	\$[Amount]			
		Grant Utilization	Active Grants: [Number], Amount Used: \$[Amount], Remaining: \$[Amount]			
		Donations	\$[Amount]			
	Public Safety	Crime Statistics	Total: [Number], Types: [Breakdown]			
		Emergency Response Times	Police: [Time], Fire: [Time], Ambulance: [Time]			
		Incident Resolutions	[Percentage Resolved]			
	Infrastructure & Public Works	Road Maintenance	Completed: [Details], Pending:			
		Utility Metrics	Water Quality: [Status], Sewer Maintenance: [Status], Outages: [Details]			
		Permit Applications	Total Submitted: [Number], Approved: [Number]			
	Community Services	Recreation Program Participation	Participants: [Number], Events: [Details]			
		Event Attendance	Event: [Name], Attendees: [Number]			
	Environmental Sustainability	Waste Collection	Recycling: [Percentage], Trash Volume:			
		Energy Use	Municipal Energy: [Usage]			
		Green Space Maintenance	Completed: [Details], Planned: [Details]			
	Public Engagement	Meeting Attendance	Attendees: [Number], Public Comments: [Number]			
		Survey Results	Key Feedback: [Summary]			
		Complaint Resolution	Complaints Received: [Number], Resolved: [Number/Percentage]			
	Human Resources	Staffing Levels	Vacancies: [Number/Roles]			
		Training Completed	Programs: [Details]			
	Special Initiatives	Project Updates	[Project Name]: [Status/Progress]			
		Grant/External Partnership Progress	[Details, e.g., ongoing/completed]			
	Website Usage	Number of visits, number of				

MEMORANDUM

DATE: 1/8/25

TO: City Council
FROM: Rebecca Kellen, City Administrator
COPIED:
SUBJECT: Lift Station Update



Birchwood Village

January 2025 Update

Milestone moment on 1/7/25 as the contract was signed with the contractors. All required forms have been submitted on Grants.gov. Marcus Johnson is in the process of coming up with Bolten and Menk's fees for lift station oversight, which he will present in the Feb city council meeting.

September Update:

- SAM.gov renewal application was completed and submitted 8/15/24.
- After a SHPO contact was received from the EPA we reached out for a follow up and received email back saying they had not received our original submission, so it was resent and on 8/13/23. SHPO rep said we should receive a response within a week. **Received a "Pass" letter on 8/20/24 from SHPO.** (See following page).
- Marcus Johnson sent the revised workplan and EID to our EPA representative on 8/22/24.
- Met with Nancy Thorkelson, Margaret Ford and Marcus Johnson on 8/23/24 to do final revisions to grants.gov forms and a draft was submitted to our EPA representative for review.
- Received letter from EPA issuing a categorical exclusion for the requirements of the National Environmental Policy Act (NEPA) for the Lift station Project. (See following page).

August Update: Our EPA Region 5 representative was replaced so we reached out to the new representatives and Mayor Margaret, Engineer Marcus Johnson and I met with her 7/25/24. We discussed funding and required contract language. She confirmed that our documents should not be submitted on grants.gov prior to the cultural review being completed. She told us that she will be the person completing the cultural review and to expect about a month for completion. The documents for the cultural review were resent to her. Also, our SAM.gov registration is due for renewal and is underway, about ½ way complete. It expires in October of 2024.

July Update: This memo is to notify the City Council that the cultural review packets for the Office of the State Archaeologist, State Historic Preservation Office, and Tribal Historic Preservation Offices were submitted to the required parties on 5/22/24, for the Lift Station. All offices have a minimum of 30 days to respond. At this point we have received responses from 2 tribes. The Office of the State Archaeologist and the State Historic Preservation Office have been running behind with their reviews typically taking between 45-60 days.

After we are notified by the EPA that we have passed the environmental review then we will need to submit the required documents on Grants.gov (they requested that we wait until we pass the environmental review to submit those.) In conversations with Engineer Marcus Johnson, he said that after the environmental review approval, the EPA will tell us if we need anything particular in our plans and then it goes back to the EPA for a final review, and upon completion we will post bids.

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