

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2025-42

**A RESOLUTION TO DISCONTINUE THE USE OF BLANK GUNFIRE AT THE JULY 4TH
FLAG-RAISING CEREMONY**

WHEREAS, the City of Birchwood Village holds a traditional Independence Day flag-raising ceremony each July 4th to honor our nation's founding and show community spirit;

WHEREAS, in past years, the ceremony has included the firing of guns with blanks as part of the observance;

WHEREAS, while meant to be ceremonial, the sound of gunfire—regardless of type—can cause distress to some residents, including veterans, young children, pets, and others sensitive to loud noises;

WHEREAS, the City wishes to create an inclusive and respectful celebration that all residents can comfortably attend;

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

1. The City will discontinue the ceremonial firing of guns with blanks during the July 4th flag-raising ceremony.
2. Alternative patriotic observances or tributes may be used in place of gunfire to preserve the spirit and dignity of the event.

Passed by the City Council of the City of Birchwood Village, Minnesota, this 13th of May, 2025

Jennifer Arsenault, Mayor

Attested:

Scott Hildebrand
City Administrator

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

RESOLUTION NO. 2025-43

A RESOLUTION ADOPTING A DESIGN STANDARD FOR BENCHES IN PUBLIC SPACES

WHEREAS, the City of Birchwood Village values the appearance, durability, and accessibility of its public parks and spaces;

WHEREAS, benches are important amenities that contribute to both the function and aesthetic of our shared outdoor areas;

WHEREAS, inconsistent styles, materials, and colors can detract from the visual cohesion and long-term maintenance of public spaces;

WHEREAS, having a standard design for future bench installations will help preserve a unified look, simplify procurement, and ensure that new installations are appropriate for our natural surroundings;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Birchwood Village, Minnesota, that with the Park Committee's approval:

The City will require all benches to be consistent in design to the one in front of the City Hall. The bench is durable, accessible, consistent with the surrounding landscape, and is easy to maintain. Any new installations, replacements, or donations of benches must follow the adopted standard, unless otherwise approved by the City Council.

Passed by the City Council of the City of Birchwood Village, Minnesota, this 13th of May, 2025

Jennifer Arsenault, Mayor

Attested:

Scott Hildebrand
City Administrator

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	Board Approved Increase of 3.5% based on CPI-U	Dollar increase over 2024	Community Advocate 2025	Board Approved Increase of 3.5% based on CPI-U	Dollar increase over 2024
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	\$ 1,025.77		
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 Trnship	\$ 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



**BOLTON
& MENK**

Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

5-7-2025

City of Birchwood Village

Council,

Wildwood Lift Station Reconstruction

Hentges is still expecting to start in June. Towards the end of May, we will start with putting out door hangers on the properties directly affected by the construction. Along with more communication to send out to the residents of what to expect with the partial shutdown.

Bolton and Menk is working with Xcel to relocate 2-3 gas services prior to construction starting. EPA requested a semi-annual report which was sent to the EPA on 4-29-2025. To date the city is caught up on the EPA's requirements and are able to draw their funds at any point. Hentges is only expecting one or two draws at the end of the project.

Please feel free to contact me at marcus.johnson@bolton-menk.com or 507-440-0537 with any questions.

Sincerely,

Bolton & Menk, Inc.

Marcus A. Johnson

Marcus Johnson PE
Associate Project Engineer



**BOLTON
& MENK**

Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

5-1-2025

City of Birchwood Village

Council,

425 Lake Ave Variance – Impervious Surfaces

Based on the applicable definition of impervious surfaces, it is Bolton and Menk's professional determination that retaining walls shall not be classified as impervious surfaces under the current regulatory framework and pursuant to the definition of impervious surface in subsection 302.050 of Birchwood's City Code.

Justification:

1. Functional Nature of Retaining Walls

A retaining wall is a vertical or near-vertical structure built to retain soil and stabilize slopes. It is not designed to cover or compact a ground surface in a manner that retards water infiltration. Rather, it serves to support grade changes, reduce erosion, and often facilitate water flow control through integrated drainage systems such as weep holes or engineered backfill.

2. Non-Covering of Ground Surface

The definition of impervious surface refers specifically to ground surfaces covered or compacted by materials like concrete, asphalt, gravel, or other non-porous materials. A retaining wall does not serve this covering function. It is a vertical element, and as such, it neither prevents water infiltration across a surface area nor creates runoff over a significant area. It does not constitute a "surface" in the context intended by the definition.

3. No Significant Contribution to Runoff

While a retaining wall may be constructed of concrete or similar materials, it does not cause water to remain on or run off a surface in a manner comparable to a patio, driveway, or rooftop. On the contrary, retaining walls—especially when properly engineered—help manage runoff by reducing slope gradients, slowing water movement, and controlling erosion. In this sense, they can actually enhance the pervious functionality of the landscape.

4. De Minimis Impact

As stated in Bolton and Menk's review, the retaining wall in question is considered de minimis in terms of surface area and impact. Bolton and Menk's recommendation reflects an acknowledgment that the wall neither adds to impervious surface area nor necessitates a variance. This interpretation is consistent with both the practical and hydrological impact of retaining walls.

Name:
Date:
Page: 2

5. Industry Standards and Precedent

In accordance with industry standards and best practices, impervious surface calculations focus on horizontal surfaces that directly increase runoff by reducing infiltration. Vertical or minimally horizontal structural features such as retaining walls are not included in such calculations unless they are part of a broader impervious installation (e.g., a retaining wall surrounding a patio).

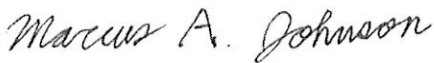
Conclusion

Given the vertical nature, function, and minimal hydrologic impact of retaining walls, and in keeping with both the intent and language of the impervious surface definition, retaining walls shall not be classified as impervious surfaces. This approach supports effective stormwater management, prevents unnecessary regulatory burden, and remains consistent with professional engineering standards and prior interpretations.

Please feel free to contact me at marcus.johnson@bolton-menk.com or 507-440-0537 with any questions.

Sincerely,

Bolton & Menk, Inc.



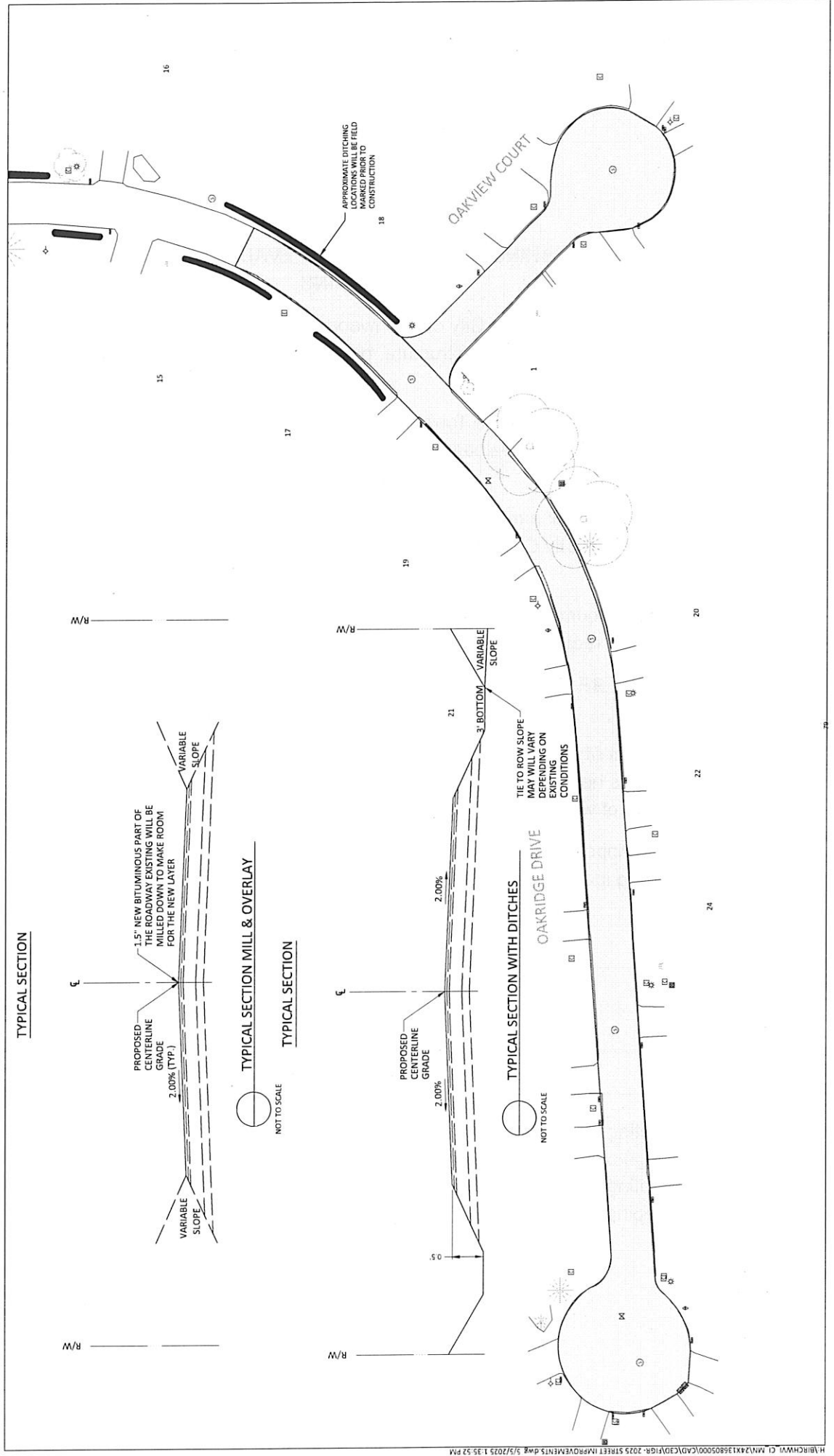
Marcus Johnson PE
Associate Project Engineer

PRELIMINARY COST ESTIMATE

2025 Street Improvements
Birchwood Village, Minnesota
Mill & Overlay Oakridge Drive & Oakview Court

DATE: 5/8/2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
2025 Street Improvements					
1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	Traffic Control	1	LS	\$2,000.00	\$2,000.00
3	Bituminous Patching	350	SQ YD	\$75.00	\$26,250.00
4	Type SP 9.5 Wearing Course Mixture (2,B)	280	TON	\$95.00	\$26,600.00
5	Bituminous Tack Coat	252	GAL	\$5.00	\$1,260.00
	Remove and Replace Bituminous Curb	1100	LF	\$20.00	\$22,000.00
6	Sawing Pavement	200	LF	\$10.00	\$2,000.00
7	Adjust Gate Valve	2	LF	\$500.00	\$1,000.00
8	Adjust Manhole Casting	5	LF	\$500.00	\$2,500.00
9	Ditch Grading	450	CY	\$15.00	\$6,750.00
Total Estimated Construction Cost					\$95,360.00
10% Contingencies					\$9,536.00
Total Estimated Project Costs					\$104,896.00



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

RESOLUTION NO. 2025-44

**A RESOLUTION ESTABLISHING A TASK FORCE TO EVALUATE THE REPLACEMENT OF
WATER MAINS**

WHEREAS, the City Council of the City of Birchwood Village recognizes the importance of maintaining and improving public infrastructure, particularly the reliability and safety of its water main system; and

WHEREAS, during the Infrastructure Town Hall Meeting held on May 5, 2025, members of the public voiced interest in further evaluating the condition and potential replacement of water mains within the city; and

WHEREAS, the formation of a resident-led task force to study this issue and provide recommendations to the City Council was proposed and received public support during the town hall; and

WHEREAS, the City Council seeks to move forward with this recommendation in direct response to that voter request;

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

1. Establishment of Task Force:

A task force is hereby established for the purpose of evaluating the potential replacement of water mains in the City of Birchwood Village.

2. Task Force Appointees:

The following individuals are hereby appointed to serve on the task force:

- _____
- _____
- _____
- _____
- _____

3. Open Meeting Requirements:

All meetings of the task force shall be conducted in accordance with the Minnesota Open Meeting Law (Minn. Stat. § 13D), including proper notice, public access, and recordkeeping requirements.

4. Meetings and Timeline:

The task force shall meet no more than two (2) times prior to June 30, 2025. During each of these two meetings, the task force shall develop and submit a set of questions regarding water main replacement to the City Administrator.

5. Role of City Administrator and City Engineer:

Upon receipt of the questions, the City Administrator shall forward them to the City Engineer and shall subsequently provide the City Engineer's written responses to the task force.

The City Engineer shall allocate no more than five (5) hours of time in total to respond to all questions submitted. Once two rounds of questions have been submitted and answered, or five (5) hours have been consumed, whichever comes first, the City Engineer shall cease providing additional responses.

The City Engineer shall not attend any meetings of the task force.

6. Final Report:

Following the completion of the Q&A process, the task force shall convene a third and final meeting, prior to June 30, 2025, for the purpose of developing a report to the City Council.

a. The report shall include:

i. A summary of the task force's conclusions and recommendations.

ii. All questions submitted to the City Administrator.

iii. All responses provided by the City Engineer.

b. The task force shall vote by roll call to approve the final report prior to submission.

7. Submission to Council:

The approved report shall be submitted to the City Council no later than June 30, 2025.

8. Council Oversight and Termination:

The City Council may, by majority vote, terminate the task force at any time if it determines that the task force is not adhering to the terms of this resolution or is not making sufficient progress toward its stated goal.

Passed by the City Council of the City of Birchwood Village this 13th day of May, 2025.

Jennifer Arsenault, Mayor

Attested:

Scott Hildebrand
City Administrator

4/30/2025

From: Birchwood's Water Superintendent John Manship

RE: Hydrant at 1 Birch Street Needs Repair

The fire hydrant at 1 Birch Street needs to be rebuilt. The cost for repair is estimated to be \$3,000 to \$4,000. Parts take roughly 3 to 4 weeks to get.

John would like your approval to proceed with the parts purchase and repair



1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110
Phone: (651) 747-2750

INVOICE

Invoice Number:	AR-0000000113
Invoice Date:	04/25/2025
Customer ID:	0000000002
Service Date:	04/25/2025
Amt. Remitted:	\$

CITY OF BIRCHWOOD
207 BIRCHWOOD AVE
BIRCHWOOD, MN 55110

Quantity	Description	Unit Price	Amount
2	3-13-25 PUBLIC WORKS	\$76.32	\$152.64
2	3-13-25 EQUIPMENT # 34	\$30.00	\$60.00
7	3-17-25 PUBLIC WORKS LEAD WORKER	\$92.72	\$649.04
11	3-17-25 PUBLIC WORKS	\$76.32	\$839.52
5	3-17-25 EQUIPMENT # 24	\$30.00	\$150.00
6	3-17-25 EQUIPMENT # 28	\$40.00	\$220.00
6	3-17-25 EQUIPMENT # 42	\$215.00	\$1,182.50
4	3-21-25 PUBLIC WORKS	\$76.32	\$305.28
2	3-21-25 EQUIPMENT # 28	\$40.00	\$80.00
2	3-21-25 EQUIPMENT # 42	\$215.00	\$430.00
4	3-26-25 PUBLIC WORKS	\$76.32	\$305.28
4	3-26-25 EQUIPMENT # 30	\$100.00	\$400.00
1	3-26-25 PUBLIC WORKS DIRECTOR	\$138.15	\$172.69
2	3-26-25 PUBLIC WORKS LEAD WORKER	\$92.72	\$185.44
2	3-26-25 PUBLIC WORKS FIELD MAINT. SUPERVISOR	\$106.33	\$212.66
2	3-26-25 EQUIPMENT # 23	\$30.00	\$45.00
2	3-26-25 EQUIPMENT # 29	\$30.00	\$60.00
2	3-26-25 EQUIPMENT # 24	\$30.00	\$60.00
1	KODIAK INVOICE # 17401674	\$180.07	\$180.07
1	KODIAK INVOICE # 17402314	\$616.85	\$616.85

\$3253.70

3-13-2025 SEWER BACKUP AT 25 BIRCHWOOD AVE
3-17-2025 25 BIRCHWOOD AVE VACUUMED OUT MANHOLE, JET
SEWER LINE. REMOVE SAWDUST FROM MANHOLE.
3-21-2025 CLEANED AND VACUUMED LIFT STATION 3
3-26-2025 LIFT STATION 3 VALVE ISSUES ON PUMP # 1
3-26-25 PRECON FOR LIFT STATION 2
4-10-2025 KODIAK POWER SOLUTIONS INVOICE 17401674- GENERATOR
INSPECTION
4-10-2025 KODIAK POWER SOLUTIONS INVOICE 17402314- GENERATOR

INVOICE TOTAL:	\$6,306.97
ADJUSTMENTS APPLIED:	\$0.00
PAYMENTS APPLIED:	\$0.00
INVOICE BALANCE:	\$6,306.97

Remit and Make Check Payable to:
WHITE BEAR TOWNSHIP
1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110



Real People. Real Solutions.

✓ on

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Birchwood Village
Rebecca Kellen, City Administrator
207 Birchwood Avenue
Birchwood, MN 55110

April 15, 2025
Project No: 0N1.129848.000
Invoice No: 0360612
Client Account: BIRCHWVI_CI_MN

Birchwood Village/2024 City Engineering**Professional Services from March 1, 2025 to March 28, 2025**

City Council Meeting (0000001)

Fee

Number of Council Meeting	1.00
Fee Each	300.00
Total Fee	300.00

Total Fee**300.00****Total this Task****\$300.00****General Engineering at Standard Rate (0000002)****Professional Services**

	Hours	Rate	Amount
Project Engineer			
Johnson, Marcus	1.00	165.00	165.00
725 Wildwood Ave Sewer Issue			
Johnson, Marcus	.50	165.00	82.50
LSL Grant Application			
Johnson, Marcus	.50	165.00	82.50
March Council Meeting Memo			
Johnson, Marcus	1.00	165.00	165.00
Meeting with Lori on TS Park Improvements			
Johnson, Marcus	1.50	165.00	247.50
Water Replacement Discussion			
Johnson, Marcus	2.00	165.00	330.00
Watermain Replacement Research			
Totals	6.50		1,072.50
Total Labor			1,072.50

Total this Task**\$1,072.50****Total this Invoice****\$1,372.50**

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

White Bear Lake Fireworks Fund

4701 Highway 61 • White Bear Lake • MN 55110

Spring 2025

City of Birchwood Village
207 Birchwood Ave
Birchwood, MN 55110

Dear City of Birchwood Village,

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

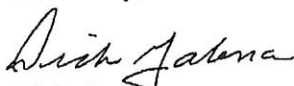
The White Bear Lake 4th of July Fireworks program is totally funded by generous donations from businesses and people like you. All contributions are tax deductible. The City of White Bear Lake has established a special separate fund for us to ensure tax deductibility and auditing.

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

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

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

Sincerely,



Dick Galena
Fireworks Committee Chair



Bill Foussard
Fundraising Coordinator
651-429-5393

Committee Members

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

Presenting Sponsor

JL Schwieters Building
Supply Construction, Inc.

Major Sponsors

Roberts Family Foundation
Osilas Foundation
White Bear Yacht Club
Edwin and Susan McCarthy
Blaze Credit Union
The Carlson Chiropractic
White Bear Jewelers
The Peninsula Fund
White Bear Lake Superstore
Walser Polar Chevrolet/
Walser Polar Mazda
White Bear Mitsubishi
Priority Courier Experts
Cossack Foundation
Paul Sutherland
Nora & Mike Hurley
Steve & Shannon Whitaker
Rachel & Joel Moline
Kevin & Polly Hart
Commercial Plumbing & Heating

Business Sponsors

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

Agency Sponsors

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

To: Birchwood City Council
From: Ryan Hankins
Re: Animal Code Updates

This is a change to two ordinances: Animals and the Fee Schedule. Please see the "Findings and Purpose" sections for remarks on the changes.

Thank you to Justin McCarthy and Bryan McGinnis for his kind assistance reviewing, proofreading and suggesting improvements, and to veterinarian Houston Clinch for providing advice on rabies and vaccinations.

Three documents follow:

1. [ACTION] Ordinance revising *Animals* Section of Fee Schedule.
2. [ACTION] Ordinance revising 605. *Animals* City Code.
3. [REFERENCE] Markup of 605. *Animals* City Code, for reference only.

ORDINANCE NO. _____

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

AN ORDINANCE AMENDING THE ANIMALS SECTION OF THE FEE SCHEDULE

Findings and Purpose:

The City Council may regulate animals under the powers granted by Minnesota Statute § 412 Subd. 21.

The regulation of chickens is necessary, but licensing of chickens, collecting the associated fees and enforcing the licensing requirements is more burdensome for a small city than the benefit the public derives. The removal of provisions for pig permits obviates pig permit fees.

It is not necessary to regulate dangerous and potentially dangerous dogs within the City Code; instead, fees can be assigned to fund the duties of the city prescribed in state statute.

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

The Animals Section of the Fee Schedule of the Municipal Code of the City of Birchwood Village is hereby amended to read as specified in EXHIBIT A.

EFFECTIVE DATE: This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by M.S. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of M.S. § 331A.01, subd. 10, as it may be amended from time to time.

Adopted by the City of Birchwood Village City Council this XXth day of May, 2025

Jennifer Arsenault, Mayor

Attest:

City Administrator

EXHIBIT A

ANIMAL FEES	Chicken License - three years	605.028(2)	\$30.00	12/2022
	Pig License - three years	605.029(3)	\$30.00	12/2022
	Dog Permit - first year of term	605.021.1(1),		
		605.021.2	\$30.00	12/2022
	Dog Permit - second year or term	605.021.1(1),		
		605.021.2	\$25.00	12/2022
	Dog Permit - third year or term	605.021.1(1),		
		605.021.2	\$20.00	12/2022
	Dog Permit Late Fee	605.021.2	\$7.00	12/2022
	Dog Permit Administrative Fee	605.021.2	\$30.00	12/2022
	Potentially dangerous dog or dangerous dog appeal fee	Minnesota Statute 347.51(2)	\$100.00	12/2022
	Dangerous dog annual fee	605.024(9)-3 Minnesota Statute 47.51(2)	\$500.00	12/2022
		605.024(11) Minnesota Statute 347.51(2)		
	Potentially dangerous dog annual fee		\$100.00	12/2022
	Potentially dangerous dog or dangerous dog administrative review fee	605.024(12) Minnesota Statute 347.51(3a)	\$100.00	12/2022

ORDINANCE NO. _____

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE AMENDING ORDINANCE NO. 605 ADOPTED ON MARCH 12, 2019,
AND TITLED "ANIMALS."

Findings and Purpose:

The City Council may regulate animals under the powers granted by Minnesota Statute § 412 Subd. 21.

The League of Minnesota Cities suggests a dangerous dog code is not needed. Because that code is used infrequently, statute is a better guide than ordinance.

Cities have a legitimate interest in regulating and controlling dangerous dogs because the issue relates to the safety of city residents. The process for dealing with dangerous dogs is largely spelled out in state law. Cities do not need to have an ordinance in place in order to follow the process in state law. However, there is some room for cities to add stricter regulation through city ordinance, such as applying the same provisions to animals other than just dogs.

The code more clearly spells out when the City Administrator does not issue a permit: when an applicant has a criminal conviction for an offense related to animals.

Because there are only a handful of owners of these pets, licensing is administratively burdensome, it's unlikely chicken owners consistently obtain licenses, and the reduction of harm to human or animal health through licensing is low. Instead, we can promote and animal and public health by eliminating provisions that require chickens to be kept in a rear yard, and instead insist that coops be at least 10 feet from property lines. We can also reduce administrative burden by removing provisions requiring that three quarters of neighbors give permission for the keeping of chickens. Determining property owners within a certain distance and managing and evaluating petitions is time-consuming for staff and prospective chicken owners. It risks selective enforcement; a property owner with three neighbors must avoid a veto by any neighbor.

The section allowing pigs is removed; Neither White Bear Lake, Maplewood, Mahtomedi, nor White Bear Township allows pigs; while one Birchwood resident previously fostered a pot-bellied pig, it's unlikely that any resident currently owns or wants a pig; if residents demand pigs, the council can revisit this.

Provisions requiring dog owners to clean up dog feces are reasonable, but provisions requiring owners to carry clean up equipment are unnecessary and unenforceable.

The League of Minnesota Cities indicates that searches of private property violate Constitutional rights.

Generally, in order to lawfully enter private property for investigative, enforcement, or other purposes, the city must either obtain voluntary consent from the Owner or an administrative search warrant.

The sections allowing access to premises have been removed; the City will have to seek consent or an administrative warrant.

Fencing of chickens is consolidated, and provisions requiring chickens to be kept only in certain yards of a property are eliminated; yards are often not clearly defined in Birchwood. Instead, a requirement is added that chicken shelters and runs not be located within 10 feet of a property line. Shelters must also be heated in winter.

It seems unnecessary to require veterinarians to report rabies cases to the City. The Department of Health and state Animal Health Board handle this.

The wild animal code is clarified and sections about disruptions of peace and quiet apply to any animal.

Rabies is difficult to regulate well. It is very uncommon in suburban areas. Generally, the animal must be isolated, and the city has a public purpose in ensuring that it is. An animal that has been vaccinated, or if the vaccination is expired, should be kept away from other animals, for , and an unvaccinated cat or dog should be quarantined for at least four months. Because this is a case where the city might have to take action strongly opposed by the animal's owner, some detail can ensure good process.

Duplicate language and sections and unused definitions are removed; outdated terms and pronouns are substituted. Penalties for most violations are reduced to petty misdemeanors.

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

Section 1. Ordinance No. 605 adopted on March 12, 2019 and titled "ANIMALS" is repealed and replaced with the following:

605. ANIMALS

605.010. **DEFINITIONS.** For the purposes of this Chapter, terms defined herein shall have the following meaning ascribed to them:

1. Animal Control Officer. Any officer contracted by the City for enforcement of this chapter or contracted or employed by the City as a law enforcement officer.
2. Animal Shelter. Any premises contracted by the City for the purpose of impounding, quarantining, and caring for animals found in violation of this Code.

3. At Large. Any situation where an animal is found in any place other than the property of the Owner, is not under the control of any person of sufficient age and capacity to control it and is not under Restraint.
4. Dog. Any living domesticated canine.
5. Owner. A person having the right of property or custody of an animal or who keeps, harbors or feeds an animal or knowingly permits an animal to remain on or about any premises occupied by that person.
6. Quarantine. The strict confinement of an animal that precludes direct contact with other animals not concurrently in Quarantine or persons other than the caretaker.
7. Restraint. On a leash of not more than six feet in length or on a leash which can be retracted to a length of six feet or less, and in the custody of a person of sufficient age to adequately control the animal, in a vehicle or confined to the Owner's property by enclosure or fencing (active and functioning electronic or physical barrier which prevents the animal from leaving the property).
8. Unreasonable Disruption. A disturbance of peace and quiet, which includes, but is not limited to, the creation of noises by an animal, audible to an Animal Control Officer outside the building or premises where the animals are being kept and which noise occurs repeatedly over a five-minute period with a time lapse of one minute or less between repetitions over a five-minute period.

605.020. **DOGS.** No person shall permit more than three Dogs over six months of age to be housed or be kept on any premises within the City.

605.021. **PERMIT.**

1. Dog permit Required; exceptions. No person shall, without first obtaining a permit in writing from the City Clerk or Administrator, own, keep, harbor, or have custody of any dog over six months of age. Upon completion of the City form and payment of the fee set in the fee schedule, the City Administrator shall issue a Dog permit to any applicant, except that no permit shall be granted:
 - a. for a Dog without a rabies vaccination or with an expired rabies vaccination; or
 - b. to an applicant who has been convicted within the past three years of a violation of any state or local law or regulation governing cruelty to animals or the keeping of animals.
2. Application.
 - a. The City permit application form shall require:
 - i. the name, address and phone number of the applicant; and
 - ii. identifying information of Dog, including sex and color, and, if known, age, breed and weight; and

- iii. proof of rabies vaccination.
 - b. The City may request and collect additional information, including microchip data, photos of the Dog and contact information such as an email address to aid in enforcement or if the Dog becomes missing. However, no permit shall be denied for failure to provide such information.
- 3. Term; renewal; late penalty charge. Dog permits shall be issued for three-year terms starting in 2025 and every third year thereafter, and the owner shall pay the fee set in the fee schedule for the year of the term in which the permit is first required. A permit for each licensed dog shall be renewed every third year after 2025 and a permit fee paid. A permit, if not revoked, shall be valid until the end of the permit deadline three calendar years after the deadline in the first year of the term. Renewal permits must be obtained prior to the expiration date, and there shall be a late penalty charge fee on permit applications received after the expiration date for any Dog that has been kept in the City for more than fourteen consecutive days.
- 4. Revocation. The City Administrator may revoke any Dog permits if the person holding the permit refuses or fails to comply with this code, any regulations promulgated by the council pursuant to this article, or any state or local law governing cruelty to animals or the keeping of animals. Any person whose permit is revoked shall, within ten days thereafter, transfer ownership or humanely euthanize all dogs being owned, kept or harbored by such person; and no part of the permit fee shall be refunded.
- 5. Tags. Upon issuing a Dog permit, the City Administrator shall issue to the owner a durable tag stamped with an identifying number and with the month and year of expiration designed so that it may be conveniently fastened to a dog collar or harness. Such tag shall be fastened to the Dog's collar or harness by the Owner. The City Administrator shall maintain a record of the identifying numbers and shall make this record available to the public.
- 6. Exemptions from division. Police canines of any political subdivision, certified seeing-eye and other service dogs may be kept without a permit. Nonresidents of the city may keep a Dog in the City for not longer than 30 days annually without a permit, if the nonresident has a valid Dog permit in another jurisdiction.

605.022. DOG RESTRAINT SANITATION AND CONFINEMENT.

- 1. At Large Dogs Prohibited. No Owner of any Dog, whether permitted or unpermitted, shall allow the Dog to run without Restraint or At Large.
- 2. Sanitation. Except on the Owner's property, the Owner of a Dog shall remove and dispose of all Dog feces.
- 3. Female dogs in heat. Every female Dog in heat in the city shall be confined in a building or secure enclosure that prevents contact with another dog, except for planned breeding.

605.023. IMPOUNDMENT.

1. Authority; notice to known owners; reclamation by owners; humane disposal of unclaimed dogs. Unrestrained dogs running At Large in the City may be taken by an Animal Control Officer or the Humane Society and impounded in an Animal Shelter. Impounded dogs shall be kept for not less than five days, unless reclaimed by their owners. If by a permit tag or by other means the owner can be identified, the animal control officer shall immediately, upon impoundment, notify the Owner by telephone, mail or electronic means of impoundment
2. Unclaimed Dog. If a Dog is not claimed by its Owner within five days, the Animal Control Officer shall, if possible, deliver it to a Humane Society or similar animal adoption organization, give the animal away, or, as a last resort, order the disposal of the animal in a humane manner.
3. Vaccination before release. The Owner shall show proof of rabies vaccination, or, if the dog is not currently vaccinated against rabies, shall, at the Owner's cost, arrange for the dog to be so vaccinated before it is released.
4. Fees; additional penalties. The Owner shall pay all expenses associated with Impoundment, regardless of whether the Owner claims the animal.
5. Return to owner of dog found at large. Notwithstanding (1) and (2), if a dog is found At Large in the City but is properly tagged and current on rabies vaccination and its Owner can be identified and located, it shall not be impounded and shall instead be delivered to the Owner.

605.024. **DANGEROUS DOGS.** Minnesota Statute §§ 347.50 through 347.565 shall regulate dangerous Dogs.

605.028. **CHICKENS.**

Restrictions. An Owner may keep chickens in the City subject to the following conditions:

1. Only hen chickens or pullets may be kept.
2. The number of chickens kept must be limited in number to the fewest of:
 - a. six per person; and
 - b. six per dwelling unit; and
 - c. six per lot, except that on any lot of less than 15,000 square feet of area, one per full 2,500 square feet of lot area.
3. Roosters are prohibited.
4. The butchering of chickens is prohibited.

5. Proper shelter in the form of barns, coops or hutches shall be provided in any area where chickens are permitted to roam. Chickens shall not be kept in a dwelling.
6. Shelters must comply with applicable building and City zoning requirements.
7. Shelters and chicken runs shall not be located within ten feet of any property boundary, except that this requirement shall be enforced only upon complaint of an owner or occupant of the abutting property.
8. Chicken shelters shall have a minimum size of three square feet per chicken, a maximum size of forty square feet, and must not exceed six feet in total height.
9. Chicken shelters shall be elevated a minimum of twelve inches and a maximum of twenty-four inches to allow for circulation beneath the coop.
10. Chicken shelters shall be heated or during winter, and shelters shall conform to building, zoning and electrical codes.
11. Food materials that are stored outside shall be in closed containers with lids.
12. All containment areas and shelters shall be maintained in a clean, sanitary, and odor-free environment and shall be free from the presence of rodents or vermin at all times. Organic matter shall not be allowed to accumulate for more than one week at a time, and shall be removed more often if necessary to eliminate odors that constitute a nuisance.
13. Chickens shall not be raised or kept for fighting. Cockfighting is prohibited.

605.067. ANIMALS WHICH CANNOT BE IMPOUNDED.

1. If an animal is known to be vicious or dangerous and cannot be safely apprehended after reasonable effort, an Animal Control Officer may immediately kill the animal.
2. When an animal cannot be impounded and is in violation of any part of this part of this chapter, the owner, as defined herein, shall be guilty of a misdemeanor.

605.100. DISEASE CONTROL.

- 605.101. RABIES CONTROL.** The Minnesota State Health Laws and Regulations pertaining thereto shall apply in cases of rabid animals, animals which have bitten any person or animals suspected of being rabid.

605.102. BITING ANIMALS TO BE QUARANTINED.

1. Quarantine Period. Any animal that has bitten a person, or any animal reasonably suspected of being rabid, shall be confined for at least ten (10) days from the date of the bite or from the date it is picked up by the City's animal confinement

contractor.

2. Testing. If there is reasonable cause to believe the animal may be rabid, a Doctor of Veterinary Medicine shall perform any necessary tests to determine whether the animal is infected.
3. Owner's Responsibility. The owner of the animal shall bear all costs associated with confinement, testing, and any necessary treatment, as well as any additional expenses resulting from the bite.

605.103. **REPORTS OF BITE CASES.** Every physician or other medical practitioner who treats an individual for an animal bite shall promptly report the incident to the Animal Control Officer and the City Council. Such report shall include the name and address of the person bitten and any other relevant information needed for rabies control.

605.104. **RESPONSIBILITIES OF VETERINARIANS.** Every licensed veterinarian shall notify the City Administrator and City Council of any animal in their care or observation that is diagnosed or reasonably suspected to be rabid, providing all pertinent information to aid in controlling the spread of rabies.

605.110. **PROHIBITED ANIMALS.** To protect the health, safety and welfare of the citizens of the City, no person shall keep any wild, dangerous or undomesticated animal.

Examples of wild animals considered capable of inflicting severe bodily harm to humans include but are not limited to:

1. Any animal defined as a "Regulated Animal" in M.S. § 346.155.
2. Any member of the family Canidae, such as wolves, coyotes, dingoes, and jackals, except Dogs.
3. Any crossbreed such as crossbreeds between Dogs and coyotes, or Dogs and wolves, but not including crossbred domesticated animals.
4. Any poisonous or venomous animal such as a venomous snake.
5. Any animal which by its size, vicious nature or other characteristic is dangerous to human beings.
6. Any other animal which is commonly considered wild and not domesticated.

Exception: Service or therapy animals are allowed if protected under the Americans with Disabilities Act.

605.111. **FARM ANIMALS.** Except as otherwise provided, no person shall keep or permit any horse, hog, mule, sheep, swine, goat, emu or other farm animal upon any lot or property, nor shall any person keep any pigeon or any other fowl upon any lot or property within the City of Birchwood Village.

- 605.112. **CRUEL TREATMENT.** Any person who treats an animal in a cruel or inhumane manner, or willfully or negligently causes or permits any animal to suffer torture or pain unnecessarily is guilty of a misdemeanor.
- 605.114. **MANNER OF KEEPING.** No person shall keep any animal in the City in an unsanitary place or condition or in a manner resulting in objectionable odors or in such a way as to constitute a nuisance or disturbance by reason of barking, howling, fighting, or other noise or in such a way as to permit the animal to annoy, injure, or endanger any person or property , nor shall any person allow an animal to cause a Public Nuisance as defined in Chapter 606 of the City Code. Violation shall be a misdemeanor.
- 605.115. **UNREASONABLE DISRUPTIONS.** Any Owner who permits an Unreasonable Disruption shall be guilty of a misdemeanor.
- 605.140. **INTERFERENCE.** Any person who interferes with, hinders, or molests any agent of the City Council in the performance of the agent's duties, or who seeks to release any animal in the custody of the City Council or its agents, except as herein provided, is guilty of a misdemeanor.
- 605.160. **ENFORCEMENT.** Animal Control Officers are granted police powers and shall enforce the provisions of this code.
- 605.165. **REGULATION BY CITY.** The City Council may, by resolution, restrict and adopt regulations of animals on public property.
- 605.170. **PENALTIES FOR VIOLATION.** Unless otherwise specified, any person violating any of the provisions of this Code is guilty of a petty misdemeanor. In addition, the City may revoke all animal permits issued to such person and may refuse to issue animal permits for three years following the violation.

EFFECTIVE DATE: This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by M.S. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of M.S. § 331A.01, subd. 10, as it may be amended from time to time.

Adopted by the City of Birchwood Village City Council this XXth day of May, 2025

Jennifer Arsenault, Mayor

Attest:
