



**AGENDA OF THE CITY COUNCIL
WORK-SESSION**

**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
September 30, 2025
6:30 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.

MISSION STATEMENT

The Birchwood Village City Council is dedicated to enhancing the quality of life for all residents by fostering a safe, inclusive, and thriving community. We are committed to responsible governance and transparent decision-making. Through collaboration with residents, businesses, and local organizations, we strive to improve public services and infrastructure while preserving the unique character of our city. Our goal is to make Birchwood Village a better place to live and grow for generations to come.

MEMBERS

Jennifer Arsenault, Mayor
Bridget Sperl, City Council
Kathy Weier, City Council
Ryan Eisele, City Council
Ryan Hankins, City Council

AGENDA

1) Priebe Lake Outfall Project and MOA regarding maintenance of Hall's Marsh

(Tom Schmidt from RCWD will be our guest to answer questions)

Attached are a summary of the project as well as the current draft Maintenance Agreement for the project to aid in the discussion.

*** Denotes items that have supporting documentation provided**

The Priebe Lake Outfall Project (PLOP) is a system of flood mitigation infrastructure, located in the Cities of Birchwood Village, Mahtomedi, and White Bear Lake, that conveys water from Priebe Lake to White Bear Lake. The system was constructed by the RCWD in response to a 1970s petition to address flooding, and it continues to be maintained by the RCWD, as a district facility identified in the watershed management plan.

The system generally consists of an outlet structure on Priebe Lake; a storm sewer pipe that connects the outlet structure to Halls Marsh; and an outlet structure for Halls Marsh located under a shared driveway. Halls Marsh itself is NOT a component of PLOP, as it is a public water regulated by the DNR. The three cities in which PLOP is located utilize PLOP as a stormwater outlet and have connected their own stormwater infrastructure to PLOP.

Some components of PLOP have been replaced in recent years due to their age and deteriorated condition. This activity, along with observed high water levels, has brought visibility of the system to some landowners, and several concerns were raised to RCWD regarding current and future management of PLOP, and their concerns for Halls Marsh, Priebe Lake, and connected infrastructure. These concerns were likewise voiced to the City of Birchwood Village, which then became engaged in the discussion on proposed system repairs and future management strategies.

Documentation on the original construction of PLOP is limited to the planned outlet structures and piping; it contains little discussion on the intended management of the system. (Typical and similar to municipal infrastructure of the time period.) Virtually no documentation exists on the connected infrastructure. The lack of historic documentation and interconnectivity of municipal and watershed district infrastructure has led to some confusion over the roles and responsibilities of respective agencies and landowners, which in turn appears to have driven some landowner concerns.

To provide clarity on these roles and responsibilities and foster an open working relationship between governmental agencies, RCWD staff has collaborated with representatives of the Cities of Birchwood Village, Mahtomedi, and White Bear Lake to prepare a Memorandum of Agreement (MOA) that provides background on the system as it has been constructed and later modified, lists activities that each agency intends to advance in management of the interconnected systems, and describes communication and collaboration associated with these tasks. The attached draft MOA is the result of several intergovernmental meetings and numerous drafts and review iterations. RCWD considers this to be a “final draft” ready for signature by each agency.

Please note that this MOA is not binding and does not create new responsibilities or authorities but rather is intended to define the individual roles and responsibilities of each

LGU and best practices for intergovernmental communication in serving the community and its resources. RCWD intends to fulfill its role of managing the PLOP system in accordance with the terms described in the MOA, regardless of whether the MOA is ultimately executed.

Operations and Maintenance Agreement for the Priebe Lake Outfall Project and Associated Facilities

This Agreement between the Rice Creek Watershed District (RCWD) and the Cities of Birchwood Village, Mahtomedi and White Bear Lake (Cities), together, the “Parties”, is intended to address the obligations and expectations of the Parties related to the Priebe Lake Outfall Project (PLOP) and associated facilities. This Agreement is further intended to facilitate the collaboration of RCWD, Birchwood Village, Mahtomedi, and White Bear Lake in managing the PLOP and associated facilities for the benefit of all Parties and those citizens benefitted by the combined water management and stormwater system. This Agreement is effective as of the signature date of the last executing Party to the Agreement.

I. Recitals:

- A. The Priebe Lake Outfall Project (PLOP) was constructed by the RCWD in 1979-1980 in response to a 1976 petition by the Cities of White Bear Lake and Birchwood Village to solve repeated serious flooding of homes in the 1960’s and early 1970’s around Priebe Lake (DNR Public Water 62-36P) in the vicinity of Riviera Drive N and E County Line Road.
- B. The original PLOP included the Priebe Lake Outlet Structure and storm sewer piping (PLOP Storm Sewer), from the Priebe Lake Outlet Structure to its discharge into Hall’s Marsh (DNR Public Water Wetland 82-480W) in Birchwood Village (Hall’s Marsh Outfall) – see Attachment A.
- C. In 1980 the PLOP was amended to also include an outlet structure to control flow from Hall’s Marsh into White Bear Lake (DNR Public Water 82-167P) (Halls Marsh Outlet) – see Attachment A.
- D. The PLOP was established and is maintained as a lake outlet/flood damage reduction project and not a stormwater project.
- E. The original project was permitted by the Minnesota Department of Natural Resources (#1980-6067) and paid for through a 20-year special assessment to benefitted landowners in the drainage area of the system. The Hall’s Marsh Outlet was paid for with RCWD ad valorem (District-wide) funding.
- F. The PLOP is recognized within RCWD’s 2020 Watershed Management Plan as a District Facility.
- G. The RCWD Engineer completed a condition assessment for the PLOP in July 2020, recommending that the original outlet control structure at Priebe Lake be replaced. The remainder of the PLOP Storm Sewer was found to be in good condition.

- H. The current Priebe Lake Outlet Structure was installed in 2022 by RCWD, to replace the original structure that was failing.
- I. The current Priebe Lake Outlet Structure was permitted by the Minnesota Department of Natural Resources (#Number?) and paid for by RCWD ad valorem funds under M.S. 103B.
- J. The PLOP Storm Sewer is comingled with associated stormwater facilities owned by the Cities of Birchwood Village (Tighe-Schmitz Park Outlet), Mahtomedi (Wedgewood Hills Dry Basin), and White Bear Lake (Pond A) – Attachments A and B.
- K. This agreement applies to the PLOP and associated stormwater facilities identified in attachments A and B, all of which manage the flow of stormwater from the PLOP drainage area identified in Attachment C to White Bear Lake. Stormwater from Halls Marsh Outfall flow naturally through Halls Marsh, discharge from Halls Marsh through the Halls Marsh Outlet Structure, and continue along the natural watercourses and wetlands to White Bear Lake. It is not uncommon for high water conditions on White Bear Lake to back-flow into Halls Marsh.
- L. The PLOP storm sewer plan and profile, Priebe Lake Outlet Structure record drawings and Operation and Maintenance Plan, and Halls Marsh Outlet Repair Record Drawings are included in Attachments D-G.

Based on the foregoing, the Parties agree as follows:

II. General Provisions:

- A. Each Party shall carry insurance and hold the other harmless for damage or other claims related to the existence or operation of the Party's infrastructure. Each Party agrees to provide standard indemnifications to the others.
- B. Costs associated with each activity described herein are the individual responsibility of each respective Party.
- C. Each Party shall provide 5-days' advance notice to the other Parties before performing any maintenance activity described herein; advance notice for inspection activities or emergency maintenance not required.
- D. Each Party agrees to communicate and cooperate in good faith to the others in order to allow each to carry out its duties under the Agreement – including waiver of any applicable permit fees.
- E. Each Party agrees to share the results or reports of inspection activities or analyses.

- F. All timelines referenced herein are flexible and subject to change due to weather and permitting timelines. Notwithstanding the flexibility described above, each Party is expected to exercise diligence in executing its obligations herein.
- G. Each Party is responsible for future inspection and maintenance of its own infrastructure as outlined herein.
- H. Sediment removal within Priebe Lake and Pond A require drawdown of the water level within each basin.
- Priebe Lake drawdown will be passive via the outlet structure and requires issuance of a DNR permit.
 - Pond A drawdown will rely on pumping and does not require a DNR permit.
- I. Each party is responsible for communicating with its respective constituents regarding the shared goals and actions to be implemented through this Agreement.
- J. Each Party is responsible for complying with all applicable federal, state, and local laws.
- K. The approval of this Agreement and authorization for its execution shall be reflected in a resolution of the governing body of each Party to be provided to each other Party to this Agreement.
- L. The timelines in this Agreement are to be viewed as a general guide in order to promote the diligence of each Party in executing its obligations.
- M. The use of terms such as “storm sewer” in this Agreement are for ease of understanding and not to assign status to the project as a “storm water project” or to make it subject to Municipal Separate Stormwater System (MS4) regulation.
- N. This agreement constitutes the entire agreement of the Parties.
- O. This Agreement may be executed in counter parts.
- P. Disputes under this Agreement shall be resolved pursuant to Minnesota Statutes Section 103D.539 by submitting the dispute to the dispute resolution committee of the Board of Water and Soil Resources. Any decision of the dispute resolution committee shall binding on the Parties.

III. Birchwood Village Agrees To:

- A. Provide RCWD with access to Halls Marsh property under City ownership (see map at Attachment G) for inspection and maintenance activities outlined this agreement.
- B. Provide Mahtomedi and RCWD with access via its property to the property in Mahtomedi containing the Wedgewood Hills dry basin for inspection and maintenance activities outlined in the Agreement.
- C. Rescind its formal objection to DNR approval of Priebe Lake drawdown to allow for sediment removal, Structure maintenance and other water quality improvement activities.
- D. Accept responsibility for all costs associated with maintenance and repair of the outlet from Tighe-Schmitz Park into the PLOP Storm Sewer as identified in Attachment A (to be coordinated by RCWD).
- E. Accept responsibility for vegetative and/or habitat management activities within Halls Marsh related to the City's desired property use and management and engaging RCWD when PLOP management may enhance City efforts.
- F. Prepare and make available to the public an annual report on the ecological health of Halls Marsh.
- G. Upon identification of a deficiency in the performance of the PLOP or related facilities, notify RCWD. If responsible for correction of a deficiency, develop a plan to address or correct the deficiency within 90 days of identification or receipt of the RCWD respond outlined in section VI.O, below.

IV. Mahtomedi Agrees To:

- A. Inspect Wedgewood Hills dry basin as identified in Attachment A every five years.
- B. Jointly with RCWD, analyze Wedgewood Hills dry basin for possible water quality retrofit improvements; if a feasible and cost-effective project is found, cooperate with RCWD to implement the project.

- C. Accept responsibility for all costs associated with sediment pollutant¹ testing, removal of accumulated and/or contaminated sediment, and outlet control structure maintenance at Wedgewood Hills dry basin (to be coordinated by RCWD, as referenced below).
- D. Remove sediment and maintain outlet control structure in Wedgewood Hills dry basin as needed and indicated by future inspections.
- E. Upon identification of a deficiency in the performance of the PLOP or related facilities, notify RCWD. If responsible for correction of a deficiency, develop a plan to address or correct the deficiency within 90 days of identification or receipt of the RCWD respond outlined in section VI.O, below.

V. White Bear Lake Agrees To:

- A. Inspect City-owned storm sewer outfalls into Priebe Lake at least every five years.
- B. Inspect Pond A and its outlet control structure for sediment buildup and function as identified in Attachment A at least every five years.
- C. Jointly with RCWD, analyze Pond A for possible water quality retrofit improvements; if a feasible and cost-effective project is found, cooperate with RCWD to implement the project.
- D. Accept responsibility for all costs associated with sediment pollutant testing, removal of accumulated and/or contaminated sediment, and outlet control structure maintenance at Pond A (to be coordinated by RCWD, as referenced below).²
- E. Serve as co-applicant with RCWD for DNR permit to complete drawdown of Priebe Lake.
- F. Accept responsibility for all costs associated with sediment pollutant testing, removal of accumulated and/or contaminated sediment, and outlet maintenance at its storm sewer outfalls to Priebe Lake (to be coordinated by RCWD, as referenced below).
- G. Remove sediment deltas at its storm sewer outfalls in Priebe Lake and Pond A as needed and indicated by future inspections.

¹ Sediment pollutant testing shall be limited to areas where sediment removal is planned or required and shall occur in accordance with Minnesota Pollution Control Agency (MPCA) standards to characterize the sediment for dredged material disposal. Testing shall include testing for Polycyclic Aromatic Hydrocarbon (PAH), along with other pollutants required by the MPCA.

² The Parties acknowledge that County Road runoff may also enter into Pond A

- H. Upon identification of a deficiency in the performance of the PLOP or related facilities, notify RCWD. If responsible for correction of a deficiency, develop a plan to address or correct the deficiency within 90 days of identification or receipt of the RCWD respond outlined in section VI.O, below.

VI. RCWD Agrees To:

- A. Inspect and maintain the PLOP (Priebe Outlet, PLOP storm sewer, Halls Marsh Outfall, Halls Marsh Outlet) as identified in Attachment A.
- B. Coordinate a project to undertake sediment pollutant testing within Priebe Lake, Pond A, Wedgewood Hills dry basin and at the Halls Marsh Outfall (expanded scope from 2021 Birchwood Village testing) within six (6) months of the effective date of this Agreement. Share with the Parties the results of sediment pollutant testing.
- Costs for Priebe Lake and Pond A sediment pollutant testing will be responsibility of White Bear Lake.
 - Costs for Wedgewood Hills dry basin sediment pollutant testing will be responsibility of Mahtomedi.
 - Costs associated with Halls Marsh Outfall sediment pollutant testing will be responsibility of RCWD.
- C. Coordinate a maintenance project to remove accumulated or contaminated sediment deltas from Priebe Lake, Pond A, Wedgewood Hills dry basin and at the Halls Marsh Outfall, including any needed outlet control structure maintenance at each site, within eighteen (18) months of completion of sediment pollutant testing as described above. The project may include excavation to ensure proper water drainage. RCWD will coordinate with the City of Birchwood Village on the timing of this maintenance.
- D. Manage DNR permitting process for drawdown of Priebe Lake with White Bear Lake as a co-applicant on any permit.
- E. Manage DNR permitting process for sediment removal from Priebe Lake and at the Halls Marsh Outfall.
- F. Inspect the areas adjacent to the Halls Marsh Outfall for sediment accumulation every five years.
- G. Remove sediment deltas at the Halls Marsh Outfall as needed and indicated by future inspections.

- H. Inspect Halls Marsh Outfall and the Halls Marsh Outlet to White Bear Lake a minimum of three times annually and promptly remove any debris found to be causing a major flow obstruction.
- I. Collaborate with White Bear Lake on a project to retrofit or improve Pond A and its outlet for water quality if a feasible and cost-effective project is found.
- J. Collaborate with Mahtomedi on a project to retrofit or improve the Wedgewood Hills dry basin for water quality if a feasible and cost-effective project is found.
- K. Collaborate with Birchwood Village on a project to retrofit or improve the Tighe-Schmitz Park Outlet for water quality if a feasible and cost-effective project is found.
- L. Continue to consider multiple strategies to decrease Total Phosphorus (TP) and Total Suspended Solids (TSS) loading to White Bear Lake and achieve water quality goals as indicated in its Watershed Management Plan.
- M. Develop a drawdown plan in advance of completing a drawdown of Priebe Lake and share the plan the City-Parties to this Agreement.
- N. Coordinate the sediment pollutant testing, sediment removal, and outlet control structure maintenance activities in partnership with the City-Parties for the initial phase of work, including consultant and contractor management and invoicing of costs to each Party.
- O. Within 14 business days of notice by any Party of an observed deficiency in the performance of the PLOP or associated facilities, develop a response to all Parties identifying the nature of deficiency, if any, the Party responsible for correction and a summary of corrective actions, if any, required.

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IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers and upon authorizing action of their governing bodies.

Rice Creek Watershed District

By _____
Its Board President

Approved as to form:

By _____
Its Attorney

Dated: _____

City of Mahtomedi, Minnesota

By _____
Its Mayor

Approved as to form:

By _____
Its Attorney

Dated: _____

City of Birchwood Village, Minnesota

By _____
Its Mayor

Approved as to form:

By _____
Its Attorney

Dated: _____

City of White Bear Lake, Minnesota

By _____
Its Mayor

Approved as to form:

By _____
Its Attorney

Dated: _____