



AGENDA OF THE CITY COUNCIL

**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
August 12, 2026
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.

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

CALL TO ORDER

ROLL CALL

APPROVAL OF CITY COUNCIL AGENDA

PUBLIC FORUM

1. Deer Concerns in City* pg. 1
2. Traffic Safety at South Shore Blvd* pg. 2
3. Pave Roadway at 5 Hall Court* pg. 3
4. Memorial Bench at Ash Beach* pg. 4
5. Fishhook Concern at Kay Beach* pg. 5

* Denotes items that have supporting documentation provided

PRESENTATIONS

CITY BUSINESS-ACTION ITEMS

1. Consider/Award Bid for 2026 City Street Maintenance Project(s) * pgs. 6-48
2. Discussion of traffic concerns at Wildwood and Century Avenue
3. Appointment of Focus Group members for Road Planning* pg. 49
4. Discussion regarding duplicate City Code chapters* pgs. 50-52

CONSENT AGENDA

1. Approve Council Meeting Minutes from July 14, 2026* pgs. 53-54
2. Approve Treasurer's Financial Summary July 2026* pg. 55
3. Approve July Claims Signature Template* pg. 56
4. Approve July Claims History* pgs. 57-60
5. Approve July Financial Statement* pgs. 61-63
6. Approve July Disbursements and Receipts
7. Approve City Clerk Engagement Agreement* pgs. 64-90
8. Approve Policy Document regarding conflicts* pgs. 91-103
9. Approve City Planner Contract* pgs. 104-110

ANNOUNCEMENTS/FYI/UPCOMING EVENTS-

1. Washington County Sheriff's Report* pgs. 111-115
2. 2050 Comp Plan Project Kick-off and call for work-group members
3. Tennis Sanitation Report-2nd Quarter* pg. 116

ADJOURN

July 16, 2026

Dear City of Birchwood Mayor and City Council Members,

Thank you for taking time to read this letter and consider my concerns.

I live in Mahtomedi, very close to Birchwood – in fact, the next driveway over, on the east side.

We have lived here since 1992, almost 34 years, and we love it – we love Mahtomedi AND Birchwood and feel lucky to be close neighbors with you – in fact, most of our neighborhood friends are Birchwood residents.

My concern is the number of deer – they have been increasing quite a bit in the past few years. For the first 20 years or so, we never even had a deer in our yard, but now their numbers are increasing - a LOT - they come every night and eat from my gardens. They are so hungry that they are now eating things they usually don't prefer – and my worry is that if they are that hungry now – when food is relatively plentiful – how will they do in the winter? This is not about my gardens – it is about being good stewards of nature.

One option would be to feed them, but if I do that, they will just reproduce more. And if I repel them from my plants, they will just be hungrier. So, I just let them eat my bushes, etc.

Unfortunately, for them, there are no natural predators to keep their numbers in check.

I am a veterinarian and one thing I really hate is seeing animals suffer. If they are pets, I can help them. But it breaks my heart to see wildlife suffering. And I have real concerns about this winter and the number of deer in the area – I really don't want to have starving deer around – it would be cruel. It would be so much better to cull them – drop the numbers down, so there is enough food, even in the winter, for the ones that are left.

An added benefit (as I know safety is important), is that deer/ car incidents would be less likely.

I heard that you had decided to not cull the deer this fall, and I'm asking you to reconsider. I would prefer to NOT see starving deer this winter. I think culling is by far and away the best answer to this problem.

Thank you for your consideration,

Elizabeth N Thorson, DVM

5 Birchwood Road, Mahtomedi MN 55115

bthorsondvm@gmail.com; 612-961-4338



Home<kgibson0614@comcast.net>

To: City of Birchwood Village

Reply
 Reply all
 Forward

Fri 7/24/2026

To Whom It May Concern,

We are writing to formally report a critical, life-threatening traffic safety hazard on South Shore Boulevard and urgently demand an immediate traffic safety study and engineering intervention.

Within the last four weeks alone, my property and family have been directly impacted by severe traffic incidents due to the unsafe design and excessive speeds on this roadway:

1. **Today, July 21, 2026 (Approx. 12:00 PM):** My son, a recent White Bear Lake graduate, was driving on South Shore Boulevard when another vehicle failed to yield, causing a severe T-bone collision. His vehicle was completely totaled. He did get medical care and is currently suffering swelling, facial stitches, and trauma to his left eye.
2. **Recent Weeks:** A wrong-way driver lost control due to the road layout and speeds, crashing directly into my front yard. This was one of two wrong-way drivers documented on this stretch of road in the past month. The other was going wrong way at high speeds followed by an undercover police on June 30th around 8:45pm.

Residents in this neighborhood are acutely aware that the current speed limits, sightlines, and lack of traffic-calming measures or clear signage are entirely inadequate. It is unacceptable that the community must wait for a fatal accident to occur before action changes are made. The municipality and county are now on formal notice that this intersection constitutes an active public safety hazard.

I have attached photographic evidence of today's T-bone collision, as well as photographic proof of the vehicle that crashed into my yard.

We are requesting a formal response within 10 business days outlining:

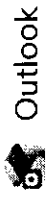
- The specific county or city department responsible for the oversight of this specific intersection.
- Immediate steps being taken to increase police speed enforcement or place radar speed trailers.
- The timeline for conducting an expedited traffic safety and engineering study to implement permanent fixes (such as prominent wrong-way signage, a roundabout, or traffic-calming infrastructure).

Thank you for your prompt attention to this urgent matter before another resident is severely injured or killed.

Sincerely,

Kevin and Kim Gibson

2714 South Shore Blvd, WBL, MN 55110



5 Hall Court

From Michelle Young <mamber2986@gmail.com>
Date Tue 8/4/2026 11:28 AM
To City of Birchwood Village <info@cityofbirchwood.com>

To Whom It May Concern:

Hello and good morning!!

I am writing to you about a concern my court neighbors and I have been having with our pavement in the cul de sac. We have 4 children in the court and it is not safe for them to bike, run, play kickball, scooter or rollerskate because of the condition of the potholes and slippery conditions with the gravel. I have 2 children and they have gotten injured several times because of the conditions while playing out in the court.

We were inquiring about the possibility of putting new pavement down for our court for the safety of our children. Please let me know if this is possible and/or how I could help to make this possible.

Thank you for considering our request and I hope you have a wonderful day!!

Sincerely,

Michelle Young, Joseph Young and all of Hall Court

7/30/2026

Request for City Council

Maureen Mckiernan of 124 Wildwood Ave came to the office today and asked if the city would consider allowing her to to donate a memorial bench on Ash Easement by the water in memory of her husband Mark. It would be removable so not to get in the way of the lifts, etc.

The city would have to be responsible for moving it each spring and fall, so it would be out of the way of lifts, etc.

I shared we would propose the idea to City Council. I put this email in the packet file for the August meeting.

T.



Outlook

Fishing at Kay Beach

From K. <kofibean@hotmail.com>**Date** Sun 8/2/2026 4:36 PM**To** City of Birchwood Village <info@cityofbirchwood.com>

Hi,

People fish off the dock at Kay Beach. It is a swimming beach and I'm concerned kids-people in the water are going to get hooks in their feet. My special needs son comes here often with a Motohmedi family who cares for him. I'm his mom and am here with him today. He enjoys jumping off the doc and walking around in the water.

As I was here watching a group fish, they kept saying how they lost hooks and needed to put new ones on their line. They were very kind people, but I'm really concerned about hooks in the feet of people in the water.

I'm wondering if you could put up a "no fishing" sign on the dock?

Thanks
Kofi

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Real People. Real Solutions.

006
3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

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

MEMORANDUM

Date: 8/6/26
To: City of Birchwood Village
From: Marcus Johnson P.E. Bolton & Menk
Subject: 2026 Pavement Management Quote Results
City of Birchwood Village

On 7/21/2026 the city reached out to 5 contractors for quotes for the 2026 Street Maintenance Project. On 8/5/2025 at 5 pm the window for the submission ended. The results are as follows:

Bituminous Roadways

1. Base Bid: Birchwood Courts: \$69,852.08
 - a. Alternate 1 City Hall Parking Lot with Curb and Gutter Improvements: \$30,265.20
 - b. Alternate 2 City Hall Parking Lot with Edge Mill and an Overlay: \$9,156.00

I do not see any errors in either quotes, so Bolton and Menk's recommendation would be to award the project to the low quoter Bituminous Roadways with Alternate 2. Alternate 1 would set the city up for future ties but would not resolve 100% of the issues without going down Birchwood Avenue to try and shift the low point closer to the parking lot. When the city goes with a improvement project along Birchwood Avenue, I recommend we change the drainage to flow down the center of the parking lot, into the curb and gutter along the outskirts of the parking lot, similar to how you see other parking lots.

For any questions or concerns, please reach out to myself.

Thanks,

Sincerely,

Bolton & Menk, Inc.

Marcus Johnson
Associate Project Engineer

**CITY OF BIRCHWOOD VILLAGE, MINNESOTA
2026 STREET MAINTENANCE
PROJECT NO. 141675**

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**CONSTRUCTION CONTRACT FOR THE
2026 Street Maintenance**

This Contract, made this **XXth day of August 2026**, by the City of Birchwood Village, Minnesota (hereinafter called the "Owner") and xxx **Contractor** (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

(A) The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

DESCRIPTION OF WORK:

Contractor shall perform work in accordance to the plan and subsequent specifications as attached to the quote package dated July 2026.

Actual quantities will be measured and paid per the unit price provided in the quote form completed by the Contractor. No additional work in excess of the estimated quantities listed on the quote form will be paid unless approved by the City of Birchwood Village, prior to the work being completed.

All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete all of the proposed work by October 31st 2026.

The Owner will make payment for the whole contract upon acceptance by the Owner of all work required hereunder and in compliance with all the terms and conditions of this contract.

TOTAL PROJECT COST (INSERT FROM QUOTE FORM): \$XXX

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

(Contractor)

(City of Birchwood Village)

GENERAL CONDITIONS

- I. **CHANGES IN WORK.** - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. **INSPECTION OF WORK.** - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. **COMPLETION OF WORK.** - If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. **RELEASES.** - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. **OBLIGATION TO DISCHARGE LIENS.** - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. **NOTICES AND APPROVAL IN WRITING.** - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. **CLEANING UP.** - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. **WARRANTY.** - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. **INDEMNIFICATION.** - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. **WORKERS' COMPENSATION INSURANCE.** - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. **LIABILITY INSURANCE REQUIREMENTS.** - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The city shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

BIDDING SCHEDULE

2026 STREET MAINTENANCE

CITY OF BIRCHWOOD VILLAGE
BMI PROJECT NO. 25X.141675

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
BASE BID					
1	MOBILIZATION	1	LUMP SUM		
2	TRAFFIC CONTROL	4	LUMP SUM		
3	1" MILL BITUMINIOUS PAVEMENT (INCLUDING BIT CURB)	2600	SQ YD		
4	BITUMINIOUS PATCHING	50	SQ YD		
5	REMOVE BITUMINIOUS PAVEMENT	56	SQ YD		
6	SAWCUT PAVEMENT (ALL TYPES)	100	LIN FT		
7	ADJUST GATE VALVE	1	EACH		
8	ADJUST MANHOLE CASTING	8	EACH		
9	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	100	LIN FT		
10	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	160	TON		
11	BITUMINIOUS TACK COAT	208	GAL		
12	SITE RESTORATION	1	LUMP SUM		
13	RIP RAP (6-12" RIVER ROCK)	10	CU YD		
14	PARKING LOT STRIPING	1	LS		
ESTIMATED BASE BID TOTAL:					

BIDDING SCHEDULE

011

2026 STREET MAINTENANCE

CITY OF BIRCHWOOD VILLAGE
BMI PROJECT NO. 25X.141675

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(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
ALTERNATE 1 : CITY HALL PARKING LOT DRAINAGE IMPROVEMENTS					
A.1	REMOVE BITUMINOUS PAVEMENT	640	SQ YD		
A.2	SITE GRADING	1	LUMP SUM		
A.3	AGGREGATE BASE, CLASS 5	10	TON		
A.4	RAISE CURB STOP	1	EA		
A.5	CONCRETE CURB & GUTTER (ALL TYPES)	84	LIN FT		
A.6	COMMON EXCAVATION (LV)	25	CU YD		
A.7	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	130	TON		
A.8	BITUMINOUS TACK COAT	51.2	GAL		
A.9	SITE RESTORATION	1	LUMP SUM		
A.10	RIP RAP	1	CU YD		
ESTIMATED ADD ALTERNATE TOTAL:					
ALTERNATE 2 : CITY HALL PARKING LOT EDGE MILL AND OVERLAY					
A.11	EDGE MILL PAVEMENT (5' WIDE)	90	SQ YD		
A.12	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	40	TON		
A.13	BITUMINOUS TACK COAT	51	GAL		
A.14	SITE RESTORATION	1	LUMP SUM		
A.15	RAISE CURB STOP	1	EA		
ESTIMATED ADD ALTERNATE TOTAL:					
TOTAL AMOUNT BID (BASE + ALTERNATE):				\$	

SECTION 1200 – MEASUREMENT AND PAYMENT

SCOPE

This Section covers method of measurement and payment for the items of Work under this Contract.

GENERAL REQUIREMENTS

The BID FORM shall cover all Work shown on the contract drawings and/or required by the Specifications. All costs in connection with the Work including furnishing of all materials, providing all construction plant and equipment, and performing all necessary labor, coordination, supervision, and management to fully complete the Work; shall be included in the Unit or Lump Sum prices Bid in the BID FORM. All Work not specifically set forth as a pay item in the BID FORM shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted in the BID FORM.

METHOD OF MEASUREMENT FOR PAYMENT

The following methods of measurement for payment will be used to derive the quantities installed:

1. Mobilization shall be measured by the Lump Sum and paid at the price Bid in the BID FORM, in accordance with Mn/DOT Section 2021.
2. Traffic Control shall be measured by the Lump Sum and paid at the price Bid in the BID FORM including providing and maintaining signage throughout the duration of the project. Payment shall be proportional to the work completed.
3. Bituminous Patching shall be measured per Square Yard, complete in place, including bituminous thickness to match existing street (minimum 3”), removal of existing bituminous, subgrade preparation, and salvaging and reinstalling aggregate base, as specified in the contract documents, and paid at the price Bid in the BID FORM. Any remaining Aggregate Base can be spread out on Park Trail and is considered incidental.
4. Type SP 9.5 Bituminous Wearing Course Mixture (2,C) [SPWEA330C] shall be measured by Ton including AC bituminous material, complete in place, and paid at the price Bid in the BID FORM. Payment shall be made on the basis of weight tickets received at the site on the date the material is actually placed. Any disputes arising over tickets shall be resolved through field measurements by the Engineer. Incentive payments do not apply.
5. Bituminous Tack Coat shall be measured by the Gallon and paid at the price Bid in the BID FORM.
6. Sawcutting Pavement shall be measured by Linear Foot for the bituminous patching needed. price Bid in the BID FORM.
7. Adjust Gate Valve and Box shall be measured per Each at the price Bid in the BID FORM, including extensions (if needed). Sawcutting pavement and bituminous patching will be paid separately
8. Adjust Manhole Casting and Rings shall be measured per Each at the price Bid in the BID FORM, including additional rings (if needed). Sawcutting pavement and bituminous patching will be paid separately
9. Concrete Curb and Gutter: Curb and Gutter including driveway depressions, will be measured per Linear

Foot, complete in place, for each curb style and paid at the price Bid in the BID FORM. Payment will not be made until backfilling has been completed.

10. Rip Rap shall be paid by the Cubic yard at the price Bid in the BID FORM.
11. Site Restoration shall be measured and paid by the Lump Sum. Site Restoration includes but not limited to top soil preparation (4" minimum), seeding, fertilization, and restoring the site back to its original conditions. Site Restoration does not include irrigation repairs.
12. Parking lot Striping shall be measured and paid by the Lump Sum. Plan set shows layout of striping with a detail shown on sheet C1.01. The unit price shall include all materials, traffic control, labor, and equipment required to place striping with Epoxy Paint. Changes would be approved through the City Engineer.
13. Remove Bituminous Pavement shall be measured and paid by the Square Yard. The unit price shall include all materials, labor, disposal, and equipment required for the removal.
14. Raise Curb stop shall be measured and paid by the EACH. Item shall include the supply and install of a Ford Type A1 curb stop protection. The unit price shall include all materials, labor, and equipment required for installation.
15. Edge Mill Pavement shall be measured and paid by the Square Yard. The unit price shall include all materials, labor, disposal, and equipment required for the removal.
16. Aggregate Base: Base material will be measured by Ton, complete in place, and paid at the price quoted in the BID FORM. Payment shall be made on the basis of weight tickets received at the site on the date the material is actually placed. Tickets shall be computer generated listing the project name and area of delivery, date, and amount. Any disputes arising over tickets shall be resolved through field measurement by the Engineer.
17. Site Grading shall be measured and paid by the Lump Sum. Unit price shall include the salvage, stockpile, and resspreading of gravel necessary for establishing the full aggregate section. Excavation of subgrade material shall be paid out in its respective bid item. Reshaping Gravel after bituminous pavement removal is also paid for under this bid item.

END OF SECTION

SECTION 1570 – EROSION, SEDIMENTATION AND POLLUTION CONTROL

SCOPE

Under this Section of the Specifications shall be included the furnishing and installation of all temporary erosion, sedimentation and pollution control measures and Work incidental in connection therewith as shown on the Plans. The Contractor, in executing the Work, shall maintain the Work areas and areas adjacent to the site free from environmental pollution that would in any way violate Federal, State, or Local regulations.

1. **RELATED SECTIONS:** See Section 3292 for turf establishment requirements including topsoil, seeding and sodding.

GENERAL REQUIREMENTS

1. **SUBMITTALS:**
 - A. **Permits:** N/A
 - B. **SWPPP:** Submit copies of the final NPDES inspection reports generated over the length of the Project. The Contractor shall be responsible for keeping records per requirements in the NPDES Stormwater Construction permit even though the permit is not required.

PRODUCTS

1. **STORM SEWER INLET PROTECTION:** shall be WIMCO road drain inlet protection system, Ess Brothers InfrSAFE debris collection device, or approved equal. A seven day notice is required for requests for approval of any alternate product. Inlet protection devices shall be in accordance with MnDOT 2573.3M.
2. **DITCH CHECK (BIOROLL BLANKET SYSTEM):** shall conform to MnDOT 2573.3 (F3), Type 3 Sediment Control Log/Erosion Control Blanket System. Bioroll or filter log products shall be in accordance with MnDOT 2573.F.1, Type Wood Fiber Sediment Control Log. Blanket products shall be in accordance with Section 3292 of these specifications.

EXECUTION

1. **EROSION, SEDIMENTATION CONTROL MEASURES:** The Contractor shall conduct operations and implement Minnesota Pollution Control Agency Best Management Practices (BMP) to control site siltation and erosion into drainage ways. The Contractor shall comply with all conditions and completion dates relative to all permits issued for the Work to be completed. The Engineer may issue a stop Work order for all Work for noncompliance with these measures.
 - A. **Sequencing:** All silt fence and other erosion control measures shall be in place and approved by Engineer prior to any removals, excavation or construction and shall be maintained until viable turf or ground cover has been established and approved by Engineer.

- B. Stockpiles: All stockpile areas shall have silt fence or sediment trapping systems placed around the entire perimeter, incidental to project costs.
- C. Inlet Protection: The Contractor shall install inlet protection on all existing storm sewer inlets in accordance with the Standard Details. Inlet protection shall also be provided on all proposed storm sewer inlets immediately following construction of the inlet. Inlet Protection must be installed in a manner that will not impound water for extended periods of time or in a manner that presents a hazard to vehicular or pedestrian traffic. If inlet protection is removed for winter, it must be reinstalled prior to thaw.
- D. Street Sweeping: All streets used for access to the site and haul routes used for construction equipment and material supplies shall be cleaned at the end of each working day. A street sweeper with a pickup broom will be required if dust from street sweeping poses to be problematic, as determined by the City Engineer. The City or Engineer may order additional sweeping of the streets as deemed required.
- E. Positive Drainage and Protection: The Contractor shall maintain positive drainage throughout the site at all times. Low points within and along roadways are expressly prohibited. The Contractor shall be responsible for temporary ditches, piping or other means to facilitate proper drainage during construction. To protect previously graded areas from erosion, wood fiber blanket shall be placed immediately on steep slopes and embankments, permanent and temporary ponds, and outlets and overflows to protect the completed grade and minimize silt in the runoff.
- F. Drainage Ditches: The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased. Temporary or permanent ditches or swales that are being used as a sediment containment system (with property designed rock ditch checks, bio rolls, silt dikes, etc.) do not need to be stabilized. These areas must be stabilized within 24 hours after no longer being used as a sediment containment system.
- G. Turf Establishment: All exposed soils areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Turf establishment shall be in accordance with Section 3292 of these specifications.
- H. Maintenance and Inspection: Erosion control measures shall be maintained throughout the construction and until satisfactory establishment of permanent ground cover is obtained. All erosion and sedimentation control measures, and stormwater outfalls must be inspected weekly, and within 24 hours of the site receiving 0.5 inches of rain. Repairs must be made on the same day or following day of the inspection. Unsatisfactory conditions not repaired or cleaned up within 48 hours of notification shall result in a stop Work order.
- I. Removal: The Contractor shall remove and dispose of all temporary erosion control measures, structures and devices only after receiving Engineer approval. All debris, stakes, and silts along silt fences shall be removed and disposed off site. The Contractor shall hand rake silted areas along the fence locations to provide a smooth final grade and shall restore the ground surface with seed or sod, as required, to match the finished grade to the adjacent area.
- J. Final Storm Sewer System: At the completion of the Work and before the final walk through, the Contractor shall remove storm sewer inlet protection measures and thoroughly flush the storm sewer system. Sediment and debris shall be completely removed and cleaned at the inlets, outlets and downstream of each outlet. Riprap and geotextile fabric may require replacement as directed by the Engineer to obtain a sediment free storm outlet installation acceptable to the City.

- K. Ditch Check (Bioroll Blanket System): Bioroll and blanket systems shall be installed as ditch checks only in specified locations as approved by the City Engineer. Biorolls are not to be utilized in areas where vehicle and construction traffic occur.
2. POLLUTION CONTROL MEASURES: The Contractor shall conduct operations and implement Minnesota Pollution Control Agency Best Management Practices (BMP) to minimize or prevent noise, dust, spillage, air emissions and other pollutants generated from the construction activities related to the Project, and shall schedule operations whenever possible to cause the least disturbance to neighboring residents and businesses. The Engineer may issue a stop Work order for all Work for noncompliance with these measures.
- A. Noise Control and Working Hours: Work site operations are restricted to the days and times specified in Section 1410 of these Specifications. Work outside of these working hours is not permitted. This restriction applies to the loading, delivery and routing of equipment and materials on site and on public streets. Working hours may be further restricted during winter months unless City approval is granted for use of artificial lighting for construction operations for outdoor use.
- B. Dust Control: The Contractor shall take special care in providing and maintaining dust control operations appropriate for the proximity and geographic location of the site to residential homes and other nearby developed and active facilities. The Engineer may require Contractor to take additional dust control measures if considered inadequate.
- C. Disposal of Waste Materials: Excess excavated materials not suitable for backfill, and other waste materials shall become property of the contractor and be disposed of in accordance with local regulatory requirements. Watertight conveyance shall be provided for liquid, semi-liquid or saturated materials to prevent liquid loss or bleeding along transport routes.
- D. Protection of Air Quality: The Contractor shall conduct operations to minimize air pollution by requiring the use of properly operating combustion emission control devices on construction equipment and encourage the shut-down of motorized equipment not in use. No burning operations are allowed on site without permit from the Fire Marshall.
- E. Chemicals, Fuels, and Lubricants: The Contractor shall comply with all Federal, State, and Local regulations concerning the transportation, storage and handling of chemicals, fuels and lubricants. No dumping of waste materials is permitted on the Project site. Leaks and spills must be immediately reported to the Engineer and appropriate government agency.
- F. Concrete Washout Onsite: All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter the ground is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operations to utilize the proper facilities.
3. MAINTENANCE AND RECORD KEEPING: The Contractor shall maintain erosion, sedimentation and pollution control measures throughout the duration of the Work being completed and until City final acceptance of the improvements and an established turf over all disturbed areas. The Contractor shall also maintain all weather logs and daily inspection reports required by applicable permitting authorities. Said records and logs shall be maintained at the site, with copies provided to Engineer immediately.
4. DEWATERING: Dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) related to the construction activity that may have turbid or sediment laden discharge water must be discharged to a temporary or permanent sedimentation basin on the project site whenever possible. Discharge from the

temporary or permanent sedimentation basin must be visually checked to ensure adequate treatment is obtained in the basin and that nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge. If the water cannot be discharged to a sedimentation basin prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream landowners. The Permittee(s) must ensure that discharge points are adequately protected from erosion and scour. The discharge must be dispersed over natural rock riprap, sand bags, plastic sheeting, or other accepted energy dissipation measures. Adequate sedimentation control measures are required for discharge water that contains suspended solids.

All water from dewatering or basin draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in receiving channels or on downslope properties, or inundation in wetlands causing significant adverse impact to the wetland.

END OF SECTION

SECTION 3114 – SUBGRADE CORRECTION

SCOPE

Under this Section of the Specifications shall be included the furnishing of all labor and equipment necessary for the excavation, embankment, and disposal of excess unsuitable materials from the roadbed, replacing such material with sand, gravel, or crushed rock, together with any other work necessary to provide drainage for the excavation.

PRODUCTS

1. **MATERIALS:** The granular backfill material shall be MnDOT 3149 – Granular Borrow

EXECUTION

1. **SUBGRADE CORRECTION:** Where unstable areas of the subgrade are identified after reclaiming, perform subgrade excavation to remove the unstable soils as directed by the Engineer. Prior to performing subgrade excavation, salvage existing reclaimed material located above the unstable soils to be excavated and stockpile in a location and manner approved by the Engineer. Excavate a minimum of 12-inches (depth) of subgrade material and dispose of off-site. Scarify and recompact the bottom of the excavation to requirements of Section 3122 prior to backfilling. The contractor shall take all precautions to ensure the prepared subgrade is not rutted or otherwise disturbed prior to backfilling. In the event subgrade is disturbed, the Contractor will stop backfilling and restore subgrade to required density and cross-section prior to resuming placement of backfill material. Backfill excavated area with select granular borrow, then reinstall salvaged reclaim material to plan depth. Select granular material shall be placed on prepared and approved subgrade with track equipment. Wheeled equipment shall not be driven on prepared subgrade. Sand, gravel, or crushed rock encountered in the excavation shall, to the extent directed by the Engineer, be salvaged and placed in the bottom of the excavation.
2. **DRAINAGE:** If so indicated on the Plans or directed by the Engineer, seepage trenches shall be excavated to provide drainage, and those trench excavations shall be backfilled with the same kind of material as that used for backfilling the subgrade excavations.
3. **BACKFILLING OPERATIONS IN THE ROADBED:** All materials used for backfill shall be placed in layers not more than six inches thick, except that if the depth of the excavation is more than 18 inches, and the bottom of the excavation is, in the opinion of the Engineer, so unstable that there would be intrusion or displacement of the underlying material into the lower layer of backfill constructed six inches in thickness, the bottom layer may be increased to 12 inches in thickness.

Backfill and compaction shall be so done that there will be no displacement of any in place drainage pipe.

The top layer shall be shaped to the cross section shown on the Plans.

END OF SECTION

SECTION 3124 – EXCAVATION AND EMBANKMENT**SCOPE**

This Work shall consist of constructing roadway excavations and embankments as shown on the Plans, and in accordance with MnDOT Specification 2106.

EXECUTION

1. COMMON EXCAVATION: shall be field fit once utilities are located and a plan is discussed in the field with the contractor and the City Engineer. All topsoil and organic material needed for restoration shall be salvaged.
2. TOPSOIL: shall be salvaged and placed to a four-inch minimum depth on all disturbed areas outside the finished roadway. Salvaging and placement of salvaged topsoil shall be included in the bid price for Ditch Grading.

END OF SECTION

SECTION 3210 – STREET GRADING, SELECT GRANULAR AND GRAVEL BASE, AND BITUMINOUS SURFACE CONSTRUCTION

SCOPE

Under this Section of the Specifications shall be included the furnishing of all material, equipment, labor, and skill necessary to construct a pavement course of hot plant-mixed bituminous aggregate mixture on an aggregate base.

PRODUCTS

1. **AGGREGATE BASE CLASS 5:** The material shall be in accordance with MnDOT Specification 3138 Class 5 Aggregate, except as modified below:
 - A. The Contractor shall submit the composition breakdown of the proposed recycled material by percent.
 - B. The maximum percentage of recycled concrete shall be 30%.
 - C. Contractor shall submit gradation and bituminous extraction reports per Section 1330 and receive approval from the Engineer prior to placement of any material. The gradations shall be in conformance with MnDOT Spec 1503.
2. **WEARING COURSE MIXTURES:** The wearing course mixtures shall be in accordance with MnDOT Specification 2360 for the mixture designation shown on the Plans.
3. **BITUMINOUS MATERIAL FOR TACK COAT:** The material to be used shall be Tack Coat SS-1, applied at 0.07 gallons per square yard.
4. **BITUMINOUS MATERIAL:** Asphalt binder shall be performance graded (PG.) 58V-34, except where modified for RAP mixtures in MnDOT 2360.2 (E7), and shall meet MnDOT 3151 or approved equal by City Engineer.

EXECUTION

1. **TESTING:** All bituminous testing shall be in accordance with MnDOT 2360. The test procedure shall be the Quality Assurance (QA) method for streets, and the Quality Control (QC) method for patching, driveways, parking lots, and trails. The Contractor shall provide an independent, MnDOT trained and certified, testing company to provide QA testing for the Engineer.
 - A. **Compaction - Bituminous Pavement:** Pavement density for streets shall be by the Maximum Density Method. Test samples and locations shall be selected or approved by the Engineer. Cores shall be taken in the Non-Wearing Course and the asphalt repaired within 48 hours of the paving. Nuclear Density Gauge testing per ASTM D2950 shall be completed in the Wearing Course.

Compaction for a bituminous patch, driveway, parking lot, or trail shall be by the Ordinary Compaction Method.
2. **BITUMINOUS SURFACE REMOVAL:** The limits of bituminous removal shall be marked in the field. In areas where new bituminous construction meets the existing surfacing, the cutting of the existing roadway surface shall be done in a manner as to provide a straight vertical edge such that the new bituminous surface will properly match the in-place surfacing.

3. GRANULAR DRAINAGE: The Contractor shall take all precautions to assure the prepared subgrade is not rutted or otherwise disturbed during placement of granular drainage material. In the event subgrade is disturbed, the Contractor will stop placement of granular material and restore subgrade to required density and cross-section prior to resuming placement of granular material.

Granular material shall be placed on prepared and approved subgrade with track equipment. Wheeled equipment shall not be driven on prepared subgrade.

4. AGGREGATE BASE: The Contractor shall take all precautions to assure that the granular drainage section is not rutted or otherwise disturbed while aggregate base is being placed. In the event that the granular drainage section is disturbed, the Contractor shall restore it to the required density and cross-section prior to placing additional aggregate base thereon.

Aggregate base material shall be placed on granular drainage material with track equipment. Wheeled equipment shall not be driven on granular material.

If during fine grading, excess rock or coarse aggregate appears at the surface of the aggregate base, the coarse rock shall be removed from the Project and be replaced with aggregate base material conforming to the specified gradation.

5. BITUMINOUS BASE COURSE: No bituminous base course shall be placed on a new roadway until all curb is completely backfilled with suitable material. No bituminous base course shall be placed when frost is present or when ambient temperatures are below 32 degrees Fahrenheit.
6. BITUMINOUS WEARING COURSE: If wearing course is to be installed one year following non-wearing course installation, a transitional ramp (winter ramp) of non-wearing course shall be provided at juncture with existing bituminous surface.

Wearing course shall not be placed after October 31 or when ambient temperatures are below 50 degrees Fahrenheit.

A minimum of 18-inches milled overlap joint shall be provided at juncture with existing bituminous surface.

Wearing course shall be 1/4 inch above concrete curb and cross gutters and overlap them by 1/2 inch.

END OF SECTION

SECTION 3216 – CONCRETE CURB AND GUTTER, DRIVEWAYS AND WALKS

SCOPE

Under this Section shall be included the furnishing of all equipment, labor, and skill necessary for placing of concrete curb and gutter and driveways.

PRODUCTS

1. **CONCRETE CURB AND GUTTER:** shall be in accordance with the requirements of MnDOT Specification 2531, with a minimum 28-day compressive strength of 4,500 psi. If high early concrete is required per Section 1100, the concrete mix shall be MnDOT 3HE32 for slip form and 3HE52 for hand poured. If high early concrete is not required, the concrete mix shall be MnDOT 3F32 for slip form and 3F52 for hand poured.

EXECUTION

1. **CONCRETE CURB AND GUTTER:** All curb and gutter materials and construction will be as specified in MnDOT Specification 2531 except that contraction joints shall be placed at 10-foot intervals and expansion joints shall be placed at 200-foot intervals, at curb radius points, at each catch basin, at points where curb face starts to taper from standard height, and at all existing concrete surfaces. Joints need not be sealed.

The Contractor shall transition to B618 curb and gutter at all catch basins. A 10-foot transition shall be used on each side of catch basins to change to B618 style curb and gutter. All sawcutting of existing curb and gutter shall be incidental unless otherwise indicated on the bid form.

The Contractor shall construct “knocked down” curb across the driveways as shown in the plans.

Where curb ends, taper curb face from its standard height to zero inches in height in the last three feet.

Excavate and temporary stockpile, or uniformly spread across the roadway, reclaimed material in order to construct curb to the grades and elevations shown on the Drawings.

Excavate and remove from the site, soil adjacent to the edge of the street in order to construct the curb and allow for the placement of new topsoil borrow within the boulevards.

The Contractor shall imprint freshly poured curb and gutter with an iron marking stamp “CO” adjacent to all drain tile cleanouts. Contractor shall provide the stamp and shall be approved by the Engineer prior to construction.

3. **CONDITIONS:** No concrete curb and gutter, driveways, or walks shall be poured when frost is present or when ambient temperatures are below 32 degrees Fahrenheit. If temperatures are predicted to be 36 degrees Fahrenheit or lower within 24 hours following concrete placement, the contractor must submit a cold weather protection plan in writing to the Engineer. Do not place concrete until the engineer accepts the cold weather protection plan. Contractor shall follow MnDOT specification 2521.3 and 2531.3 for cold weather measures.
4. **POLY-ALPHA METHYLSTYRENE (AMS) MEMBRANE CURING COMPOUND:** All concrete curb and gutter and driveways shall be coated with white pigmented curing compound immediately after finishing is complete in accordance with MnDOT Specification 3754.
5. **BACKFILLING:** As soon as the concrete (including, but not limited to, curb and gutter) has attained sufficient strength, the area around and adjacent to the concrete shall be backfilled immediately with suitable material.

6. TESTS: Compression strength testing shall be completed by molding three cylinders according to ASTM C-31. One set of three cylinders shall be taken for every 1500 feet, or fraction thereof, of curb and gutter constructed. One set of three cylinders shall be taken for every 100 cubic yards, or fraction thereof, of concrete placed. A minimum of one set of three is required daily and per source of concrete.

Air testing and slump testing shall be completed with each cylinder set that is molded.

In the event that the 28-day compressive strength does not meet or exceed the required strength of 4,500 psi, all concrete that was placed as represented by the failed cylinder shall be considered defective concrete and shall be removed and replaced at the Contractor's expense.

7. PROTECTION: The Contractor shall erect and maintain barricades to exclude traffic from newly constructed curb and gutter. Curb and gutter damaged prior to acceptance shall be repaired or replaced by and at expense of Contractor.
8. ACCEPTANCE: A walk through will take place one year after final acceptance of the Project by the Owner. At that time all curb and gutter, concrete walks, and concrete drives that are damaged or cracked shall be replaced prior to City acceptance of the Work. Sealing of cracks is not authorized in lieu of replacement.

The City will deem concrete aggregate popouts exceeding 7 occurrences per square yard on concrete flatwork as excessive and require the section be removed and replaced prior to the City acceptance of the work. Full panel removal and replacement is required.

The City will deem motor flaking as excessive and require the section identified in the field by the Engineer to be removed and replaced prior to the City acceptance of the work. Full panel removal and replacement is required.

END OF SECTION

SECTION 3217 – PAVEMENT MARKINGS

SCOPE:

This Work shall consist of furnishing and applying pavement markings for control and guidance of traffic in accordance with these Specifications, at locations shown in the Plans, and as directed by the Engineer.

PRODUCTS:

1. **MULTI-COMPONENT:** Multi-Component pavement markings shall meet the requirements of MnDOT Standard Specifications for Construction, 2025 Edition.
2. **DROP-ON GLASS BEADS:** Drop-On Glass Beads for pavement markings shall meet the requirements of MnDOT Standard Specifications for Construction, 2025 Edition.

EXECUTION:

1. **PAVEMENT MARKINGS:**
 - A. **All Pavement Markings,** except pavement marking symbols, shall be Multi-Component with Drop-on Glass Beads.
2. **TRAFFIC CONTROLS:** The Contractor shall provide Traffic Control for the pavement marking operations in conformance with the Minnesota Manual of Uniform Traffic Control Devices. Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions. Small markers shall be placed along newly marked lines to control traffic and prevent damage to newly marked surfaces. Pavement marking equipment shall be identified with large warning signs indicating slow-moving equipment in operation.
3. **SURFACE PREPARATION:** All surfaces to be marked shall be thoroughly cleaned immediately prior to an application of pavement marking. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods as required. Rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Where oil or grease is present, affected areas shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding. Pavement surfaces shall be allowed to dry when water is used for cleaning. Surfaces shall be recleaned when work has been stopped due to rain.
 - A. **Cleaning Existing Pavement Markings.** In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings shall be removed that are in good condition but interfere or conflict with the newly applied markings. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. New preformed and thermoplastic pavement markings shall not be applied over existing preformed or thermoplastic markings. Whenever grinding, scraping, sandblasting, or other operations are performed, the Work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing.
 - B. When surface preparation operations are completed, the pavement surface shall be blown-off with compressed air to remove residue resulting from the cleaning work.

4. APPLICATION: Pavement markings shall be placed in accordance with the details shown in the Plans and as directed by the Engineer. The Contractor shall place spotting at appropriate points to provide horizontal control for striping, and determine necessary starting and cutoff points. The Contractor must request Engineer review and approval prior to proceeding with striping operations. Material shall not be applied over a longitudinal joint.
 - A. Multi-Component. The material application shall immediately follow the pavement cleaning and shall be applied in accordance with MnDOT specifications. When material is applied to a MnDOT 2360 SUPERPAVE wearing course surface, the marking wet film thicknesses shall be increased from a 15 mil to a 20 mil minimum wet film thickness.

Placement of materials shall be permitted only on a clean, dry pavement surface and air and pavement temperatures must be at least 50 degrees F. Markings shall not be applied when the wind or other conditions cause a film of dust to be deposited on the pavement surface before the material can be applied. Permanent pavement markings shall not be placed over temporary tape markings.
 - B. Glass Beads. Glass beads shall be applied immediately after application of the epoxy resin line to provide an immediate no-track system. For 20 mil applications, glass beads shall be applied at a rate of at least 25 LB/GAL.
 - C. Tolerances. A tolerance of ¼-inch under or ¼-inch over the specified width will be allowed for striping provided the variation is gradual and does not detract from the general appearance. Broken line segments may vary up to ½-foot from the specified lengths provided the over and under variations are reasonably compensatory. Alignment deviations from the specified lane widths shall not exceed 1-inch. Establishment of application tolerances shall not relieve the Contractor of their responsibility to comply closely with the planned dimensions.
5. PROTECTION OF PAVEMENT MARKINGS: The Contractor shall furnish and install all necessary warning and directional signs and devices in order to maintain traffic while pavement markings are being applied in the presence of traffic, and to protect uncured markings as needed until traffic can cross markings without damaging markings. When necessary, a pilot car and flaggers shall be used to provide adequate control and direction of traffic. Warning signs and barricades shall be placed only where marking operations are in progress, shall be relocated as often as necessary, and shall not be left in place over night. Unless approved by the Engineer, traffic shall be allowed to keep moving at all times and the striping equipment shall be operated in a manner that will not make it necessary for traffic to cross uncured markings.
6. CLEANING: Waste materials shall be removed or destroyed at the end of each work day. Upon completion of the Work, all containers and debris shall be removed from the site. Epoxy spots upon adjacent surfaces shall be carefully removed by approved procedures which will not damage the surfaces and the entire job shall be left clean and acceptable to the City.
7. CERTIFICATION: The Contractor shall furnish a certified report on the quality of materials shipped to the Project. This report shall not be interpreted as a basis for final acceptance. When required, all emptied containers shall be returned to the epoxy material storage area or made available for checking by the Engineer. The Contractor shall make accurate accounting of the epoxy materials used in the Work.
8. CORRECTION OF DEFECTS: All pavement markings not conforming to the requirements of the Contract shall be removed and replaced or otherwise repaired to the satisfaction of the Engineer. Removal of unacceptable work shall be accomplished with suitable blasting or grinding equipment unless other means are authorized by the Engineer.

If the Engineer requires removal and replacement, the Contractor shall remove, by an approved process, at least 90% of the deficient line, with no excessive scarring of the existing pavement. The removal width shall be one inch wider all around the nominal width of the pavement marking to be removed.

END OF SECTION

SECTION 33 05 17**ADJUST MISCELLANEOUS STRUCTURES****PART 1 GENERAL****1.01 SUMMARY**

- A. Section Includes:
 - 1. Adjustment of utility structures.

1.02 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 - 1. ASTM A48 – Specification for Gray Iron Casting.
- B. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 - 1. 3733 – Geosynthetic Materials.

1.03 DEFINITIONS

- A. Adjust Manhole or Catch Basin Casting: A change in rim elevation accomplished for manholes or catch basins through the addition or removal of adjustment rings only. Adjustment does not include the addition or removal of sections from the structure.
- B. Adjust Valve Box: A change in elevation of the top of the valve box accomplished through the raising or lowering of the existing top section of the valve box only. Adjustment does not include the addition or removal of sections from the valve box.
- C. Remove and Replace Adjustment Rings: The process of removing the existing concrete adjustment rings from an existing structure and placing new rings on manholes and catch basins.

1.04 SEQUENCING AND SCHEDULING

- A. Contractor, Engineer, and Owner shall inspect all existing structures prior to beginning construction.
- B. Owner will remove any foreign material found in the existing structures prior to construction. Remove any foreign material that enters the structures during construction. Notify owner any time foreign materials enter structures regardless of the amount of material.
- C. When temporarily removing existing castings and valve box top sections, place castings and valve top sections in the boulevard area directly behind the curb, and in line with the existing structure for the purpose of locating the plated structure and valve box.
- D. Use care when removing bituminous surfacing around existing structures to avoid damage to existing materials. Replace any castings or valve box materials damaged during the surfacing removal with equal materials at no cost to the Project.

- E. Bituminous street patching associating with the structure adjustment shall be completed the same day as the structure is adjusted, including manhole casting protection.

PART 2 PRODUCTS

2.01 ADJUSTING RING

- A. Concrete Adjustment Rings
- B. Cast Iron Manhole Adjusting Ring: R-1979 Series adjusting ring as manufactured by Neenah Foundry, or approved equal.

2.02 ADHESION MATERIALS

- A. Ram-Nek material, or approved equal.
- B. Sealant (For Concrete Rings):
 1. DOW 999 – A building caulking and glazing sealant, or approved equal.
 2. Open cell polyurethane foam sealant with adhesive backing.

2.03 HYDRANT EXTENSIONS

- A. Sections: Match existing hydrant manufacturer and model.

2.04 CASTINGS

- A. Manhole, Catch Basin Frames, and Covers:
 1. Requirement: ASTM A48.
 2. Material: Class 35 cast iron. Best grade. Free from injurious defects and flaws.
 3. Finish: Coal tar pitch varnish.
 4. Finish Preparation: Sandblast.
 5. Machine cover and frame contact surface for non-rocking protection.
 6. Type and Style:
 - a. NEENAH R-1642 Type “B”, Platen Lid, 2 concealed pick holes, or approved equal, for sanitary manholes. Covers stamped with “SANITARY SEWER”. Use 2 inch letters.
 - b. NEENAH R-1642 Type “B”, Platen Lid, Open Hole, or approved equal, for storm manholes. Covers stamped with “STORM SEWER”. Use 2 inch letters
 - c. NEENAH R-1642-A, short casting – 5 inch height
 - d. NEENAH R-3067-VB (use at low points), and R-3067-V (not at low points), or approved equal, for storm sewer catch basin manholes and catch basins.
 - e. NEENAH R-4342, or approved equal, for beehive catch basin manholes.
 - f. NEENAH R-3290-A (Type A grate), or approved equal, for storm sewer catch basins within commercial driveway entrances.
 - g. NEENAH R-1755 E, Water tight casting.
 - h. NEENAH R-3501TB, or approved equal, for storm sewer catch basins within surmountable curb at residential driveway entrances.
- B. Cleanout and curb box protection: Ford Type A1

2.05 VALVE BOX

A. Risers:

1. Valve box riser to fit the Tyler No. 6850, 6855, 6860, or 6865 top section and drop lid, or approved equal.
2. Tyler No. 69 gate valve extension screw adjustable, or approved equal.
3. Cast iron valve adjusting rings are not allowed.
4. Conform to the requirements of Section 33 10 00.

2.06 GEOSYNTHETIC MATERIALS

- ### A. Non-woven filter fabric type 1 in accordance with MnDOT Spec. 3733.B for use in conjunction with Concrete rings.

PART 3 EXECUTION

3.01 GENERAL

- A. The necessary vertical alignment will be determined by the Engineer and generally as indicated on the schedule of adjustments.
- B. Where existing frame is within 0.10 feet of grade, no adjustment is to be made.
- C. Raise or lower the frame to match the street or gutter.
- D. Protect existing structures from damage.
- E. Prevent sand, concrete, or any other debris from entering the structures.
- F. Concrete rings to be used on all structures.
- G. Adjust all structures located in non bituminous surface areas to final design grade.
- H. Immediately following removal of existing casting and adjusting rings, cover structure opening with suitable steel plate to prevent foreign debris from entering structure. Secure plate to top slab or cone with Ram-Nek.
- I. For street rehabilitation projects, or if required by the Engineer, use parachute or approved equal to prevent debris from entering structures while active work is being done on or near an existing structure.
- J. Installation of Cast Iron Manhole Adjustment Rings shall be as directed by the Engineer.

3.02 PREPARATION

- A. Call utility owners to field mark their utility locations.
- B. Verify exact location of existing utilities.

3.03 ADJUST MANHOLE AND CATCH BASIN FRAME

A. Concrete Adjusting Ring:

1. See Standard Detail Plate STR-23.
2. Remove all dirt, debris, dust, and other deleterious material from surface prior to placement of first ring.
3. Install adhesive for manhole adjusting rings as per the following:

Location of Sealant	Type of Sealant
Between casting and last ring:	3/4 inch by 3/4 inch open cell polyurethane foam sealant and 1/2-inch bead of DOW 999
Between intermediate rings:	½ inch bead of DOW 999
Between cone/top slab and first ring:	3/4 inch by 3/4 inch open cell polyurethane foam sealant and ½ inch bead of DOW 999

4. Sealant to be placed around entire circumference of each unit with no gaps.
5. Utilize a variety of thickness of flat units and sloping units to match the required grade and slope of the area at the location of the structure:
 - a. Shims are not allowed.
 - b. Rings must be stacked plumb and cannot be staggered.
6. Total Thickness of Rings Allowed: Minimum of 3 inches, maximum of 12 inches.
7. Wrap entire casting and ring system with geotextile. For structures with cone section, geotextile wrap to extend over a minimum length of 18 inches of the cone.

B. New adjusting rings shall be used on all casting adjustments, regardless of whether casting is salvaged, existing, or new.

C. Cast Iron Manhole Adjusting Ring:

1. Use of the adjustment ring shall be as directed by the Engineer.
2. Install per manufacture's recommendations.
3. 1- 5/8 inch minimum to 2.0 inch maximum steel ring height.
4. Apply adhesive as recommended by the manufacture.
5. Only 1 steel ring allowed for adjustment from the initial lift of wear course grade to the final wear course grade.

3.04 ADJUST VALVE BOX

A. Adjust box by screwing top section up or down.

B. Prevent sand, chunks of concrete, or any other debris from entering the valve box:

1. Short sections inserted inside the existing top section are not allowed to perform adjustment, unless specified.

C. Install approved sections as needed for extension by removing top section, installing additional extension, and re-installing top section.

D. Patch road to match existing pavement section.

3.05 HYDRANT EXTENSIONS

- A. Remove upper section.
- B. Install extension kit as per manufacturer's requirements.
- C. Replace upper and lower rod assemblies with heavy-duty for extensions in excess of 18 inches.
- D. Replace the upper section.

3.06 SCHEDULE OF ADJUSTMENTS

- A. Manholes Outside of Street Areas:
 - 1. Permanently adjust casting to design rim elevation at time of structure installation.
- B. Manholes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Same Year as the Initial Lift Wearing Course):
 - 1. At time of structure installation, install casting directly upon top slab or cone section with Ram-Nek material.
 - 2. Prior to street construction, remove casting from all new and existing manholes and cover structure opening with suitable steel plate. Secure plate to top slab or cone with Ram-Nek.
 - 3. Following initial lift wearing course paving perform adjustment:
 - a. Locate structure and expose.
 - b. Remove steel plate. Permanently place Concrete rings on structure. Permanently place casting on top ring with adhesive. Wrap filter fabric over casting and rings. For structures with cone section, fabric shall extend a minimum of 18 inches down cone.
 - c. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 6 feet by 6 feet, minimum.
 - d. Top of casting to be 1/4 to 3/8 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the structure.
 - e. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.
- C. Manholes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Following Year or Later):
 - 1. At time of structure installation, install casting directly upon top slab or cone section with Ram-Nek material.
 - 2. Prior to street construction, remove casting from all new and existing manholes and cover structure opening with suitable steel plate. Secure plate to top slab or cone with Ram-Nek.
 - 3. Following non-wearing course paving perform adjustment:
 - a. Locate structure and expose.
 - b. Remove steel plate. Permanently place Concrete rings on structure. Permanently place casting on top ring with adhesive. Wrap filter fabric over casting and rings. For structures with cone section, fabric shall extend a minimum of 18 inches down cone.

- c. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 6 feet by 6 feet, minimum.
 - d. Top of casting to be 1/4 to 3/8 inch lower than the initial lift wearing course grade, as measured with a 6 foot straight edge centered on the structure.
 - e. Adjustment of all manholes must be completed within 15 working days after the start of placement of the initial lift wearing course. Adjustment will not be allowed prior to initial lift wearing course paving.
 - 4. Prior to final wearing course paving (the following year or later), perform adjustment:
 - a. Permanently adjust casting to final grade with steel adjusting ring.
 - b. Top of casting to be 1/4 to 3/8 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the structure.
 - c. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.
- D. Street Catch Basins:
- 1. Within Concrete Curb and Gutter:
 - a. At time of structure installation, place Concrete rings and casting on dry.
 - b. Establish erosion control around structure per Section 01 57 13. Structure to be allowed to accept runoff during this condition. Basin grate shall not be covered with fabric or other impervious material.
 - c. Immediately prior to concrete curb and gutter installation, remove erosion control and permanently adjust casting to proper grade.
 - d. Pour concrete curb and gutter adjacent to structure, permanently setting casting into curb line.
- E. Valve Boxes Outside of Street Areas:
- 1. Permanently adjust box to design rim elevation at time of valve installation.
- F. Existing Valve Boxes Outside of Street Areas:
- 1. Permanently adjust box to design rim elevation prior to final restoration work.
- G. Valve Boxes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Same Year as the Initial Lift Wearing Course):
- 1. At time of valve installation, install box.
 - 2. Prior to street construction, lower top section of box sufficiently to avoid damage during street base construction.
 - 3. Perform adjustment following initial lift wearing course paving:
 - a. Locate box and expose.
 - b. Adjust box to final wearing course grade by raising of top section.
 - c. If top section cannot be raised to proper grade, install valve box extension section.
 - d. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 4 feet by 4 feet, minimum.
 - e. Top of box to be 3/4 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the box.
 - f. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.

- H. Valve Boxes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Following Year or Later):
1. At time of valve installation, install box.
 2. Prior to street construction, lower top section of box sufficiently to avoid damage during street base construction.
 3. Perform adjustment following initial lift wearing course paving:
 - a. Locate box and expose.
 - b. Adjust box to initial lift wearing course grade by raising of top section.
 - c. If top section cannot be raised to proper grade, install valve box extension section.
 - d. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 4 feet by 4 feet, minimum.
 - e. Top of box to be 3/4 inch lower than the initial lift wearing course grade, as measured with a 6 foot straight edge centered on the box.
 - f. Adjustment of valve boxes must be completed within 15 working days after the start of placement of the bituminous initial lift wearing course. Adjustment will not be allowed prior to paving.
 4. Prior to final wearing course paving (the following year or later), perform adjustment:
 - a. Remove initial lift wearing course around valve box. Remove sufficient material to allow for compaction of the gravel base.
 - b. Adjust box to final wearing course grade by raising of top section.
 - c. If top section cannot be raised to proper grade, install valve box extension section.
 - d. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 4 feet by 4 feet, minimum.
 - e. Top of box to be 3/4 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the box.
 - f. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.

3.07 TRAFFIC CONTROL

- A. Place construction advisory signs, 36 inch by 36 inch, stating "Construction Zone" and "Proceed at Your Own Risk" in black letters on an orange field at all entrances to the Project prior to beginning final adjustment of structures within bituminous surfaced areas.
- B. Exposed edges of manhole castings and valve boxes raised prior to bituminous wear course paving shall be painted with "White" or "Pink" paint.
- C. Provide appropriate traffic control devices to protect the traveling public during all phases of the structure adjustment work.

3.08 FIELD QUALITY CONTROL

- A. For adjustments made within bituminous surfaced areas, any settlements of the bituminous surfacing below the rim of the adjustment structure will require removal and replacement of the bituminous surfacing at the expense of the Contractor.

- B. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with castings or suitable alternative device.
- C. Adjust manhole and catch basin frames as described above. Thorough tamping of the material around manhole and catch basin frames is required. Where existing frame is within 0.10 feet of grade, no adjustment is to be made. In such cases the crown or gutter shall be either lowered or raised, as the case may be, to put the street and frame at the same grade.
- D. No shims of any material will be allowed.
- E. Adjust valve boxes as described above. Thorough tamping of the material around the valve box is required. All valve boxes shall be clean, straight, plumb, and keyable, allowing a 4 inch schedule 40 pipe to be placed and centered over the valves operating nut from the street surface. This alignment check will be performed on all valves after the final adjustment of the valve box and prior to placement of the bituminous wearing course. Supply the alignment tool (4 Inch Schedule 40 Pipe) and perform this test with the Owner's representative.
- F. Settlements around structure adjustments that occur during the correction period and result in the casting being higher than the bituminous wearing course will be repaired in a manner acceptable to the Owner at the Contractor's expense.

END OF SECTION

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SECTION 3292 – TURF ESTABLISHMENT AND RESTORATION

SCOPE

Under this Section of the Specifications shall be included the general clean-up and restoration of areas disturbed by construction, and the temporary and permanent turf establishment measures for seeding and.

GENERAL REQUIREMENTS

1. **RESTORATION OF PAVED SURFACES** If the Project requires cutting through a sidewalk, trail, street or private property, the Contractor will be required to restore these areas within five working days after completing the work or installation.

PRODUCTS

1. **FERTILIZER** Commercial Fertilizer, analysis 23-0-30, Mn/DOT Specification 3881, shall be spread at the rate of 350 pounds per acre.
2. **TOPSOIL** The topsoil shall meet MnDOT Specification 3877, for the applicable area to be restored. Unless otherwise called for on the Plans, the topsoil shall meet MnDOT Specification 3877-A Common Topsoil Borrow with at least 6.0% organic matter.
3. **SEED** The grass seed mixtures shall meet MnDOT Specification 3876, for the applicable area to be restored. Unless otherwise called for on the Plans, the grass seed shall meet MnDOT Specification 3876, Seed Mixture Southern Boulevard applied at a rate of 160 pounds per acre. In high maintained areas such as residential and commercial lawns, Seed Mixture Residential Turf shall be applied at a rate of 200 pounds per acre.
4. **EROSION CONTROL BLANKET** The erosion control blanket shall be MnDOT 3885 Category 25 (netting on both sides), and shall be made of wood fiber material. Straw fiber material will not be allowed.
5. **SOD** All sod shall meet the requirements of MnDOT Specification 3878 for the applicable area to be restored. Unless otherwise called for on the Plans, the sod shall meet MnDOT Specification 3878.2A Lawn Sod, a premium quality sod for use in high maintained areas behind concrete curb and gutter.

EXECUTION

1. **TURF ESTABLISHMENT** The requirements and operations for tilling, fertilizing, seeding, and mulching shall be in accordance with MnDOT Specification 2575. Seed or sod restoration shall be applied as designated on the Plans and as directed by the Engineer in the field.

The Contractor shall carry on his operation in such fashion that only the minimum amount of turf is disturbed or removed. The Engineer shall determine the seed mixture to use for the disturbed area. It is anticipated that the only areas requiring high maintenance seed/turf will be those work areas which are presently well-established lawns. Payment for furnishing and replacing turf within the approved limits of construction shall be made under the bid item for Seeding in the Proposal. The cost of replacing any turf disturbed in areas outside of the approved limits of construction shall be considered incidental.

Existing topsoil within the project limits shall be salvaged and stockpiled by the Contractor. The stockpiled topsoil shall be used to cover those areas disturbed by construction. The cost of salvaging, stockpiling and respreading shall be considered incidental to the construction. If topsoil does not exist in sufficient

quantity to allow replacement to four-inch depth, and is required by the Engineer, the deficiency in topsoil will be paid at the topsoil borrow item price.

Boulevards shall be graded upon completion of curb work and graded to allow for placement of four-inches of topsoil.

The Contractor shall give at least one watering to the areas which are seeded immediately upon completion of covering the seed. The water will be furnished by the Owner if the Owner has a municipal water system, but watering shall be at the Contractor's expense and method. Yard seeding shall be applied as noted under Turf Establishment, MnDOT Specification 2575, except that the topsoil shall be raked free of lumps and rocks to provide a smooth, mowable surface. After seeding, the seeded area shall be hand raked to cover the seed. Mulch shall be blown on and should not be disk anchored unless the Engineer determines that the area has the potential for erosion problems.

If Contractor does not meet substantial completion dates, all temporary turf establishment will be at the expense of the Contractor.

2. SOIL PREPARATION Finished grades shall slope uniformly between elevations shown and shall meet flush with walks and pavement. Allow for the thickness of sod, as applicable. The finished Work shall be true, smooth and sightly.

Topsoil shall be spread smooth but shall not be compacted. Topsoil shall be raked free of lumps and rocks to provide a smooth, mowable surface. Sticks, stones, and trash over one inch, shall be removed. The surface shall be finished to the designated slope and contour. The topsoil shall be loosened and thoroughly pulverized by discing to a depth of three inches.

Fertilizer shall be spread and worked into the soil during preparation. Apply fertilizer in two passes at approximately right angles to each other, each pass placing approximately half of the fertilizer.

3. SEEDING Seeding shall be done between April 1 and June 1 or between July 20 and September 20, except as otherwise may be allowed by the Engineer. Reseeding will be required as may be necessary to obtain a satisfactory stand of grass. Sow seed (for lawn areas) uniformly at the seed mixture specified application rate, adjusting for the certified purity and germination.

Seeds are to be sown by hand operated or machine operated mechanical seeder, which shall continuously mix the seeds to prevent segregation. Seeding shall be performed in two passes at approximately right angles, each pass placing approximately half of the seed. Immediately after the seed has been sown, the entire area shall be raked lightly and rolled lightly to pack the soil firmly around the seed.

4. EROSION CONTROL BLANKET Erosion control fabric shall be placed on all slopes at 3:1 or greater, where indicated on the plans, and in ditches. Erosion control fabric shall be placed over newly seeded areas within 24 hours of seeding. Install in accordance with the manufacturer's instructions, including spacing anchors.
5. MAINTENANCE The Contractor shall water and maintain seeded and sodded areas on a timely basis as the need arises and without the Engineer having to so order for a minimum of 30 calendar days. Seed, Mulch, Erosion Control Fabric and Sod shall be maintained until final acceptance of the improvements by the City. The Contractor shall promptly replace all sod that dries out, or is damaged, displaced, or weakened, or is heavily infected by weed growth. All replaced sod must be maintained for a minimum of 20 calendar days. Seeded areas shall be reseeded as necessary to establish a permanent vegetative cover acceptable to the City.

END OF SECTION

CITY OF BIRCHWOOD VILLAGE

CONSTRUCTION PLANS FOR

2026 STREET MAINTENANCE

MILL AND OVERLAY, CONCRETE CURB AND GUTTER, EROSION CONTROL, STREET PATCHING
JULY, 2026

RESOURCE LIST

CITY OF BIRCHWOOD VILLAGE

City Hall
Therese Bellinger
Marsha Olson

City Administrator: Alan Kantrud

Mayor: Jennifer Arseneault

City Council Members:
Bridget Sperl
Kathy Weier
Ryan Eisele
Ryan Hankins

City Engineer:
(Consultant)
Marcus Johnson P.E.
Bolton & Menk, Inc.

Utility Superintendent:
John Manship (Water)
White Bear Township
(Sanitary Sewer)

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY [GOPHER STATE ONE CALL](#), 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

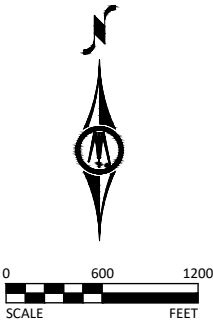


PROJECT LOCATION

MAP LEGEND

- PROJECT LIMITS
- CITY HALL

MAP OF THE
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MN



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.02	TITLE SHEET & LEGEND
CIVIL	
C1.01	TYPICAL SECTIONS
C6.01 - C6.04	STREET SHEETS AND INTERSECTION DETAILS
THIS PLAN SET CONTAINS <u>7</u> SHEETS.	

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Marcus A. Johnson

Marcus A. Johnson
LIC. NO. 60112 DATE 07/01/2025



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BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com

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CLIENT PROJ. NO.			
25X.141675			

CITY OF BIRCHWOOD VILLAGE, MINNESOTA

2026 PAVEMENT MAINTENANCE

TITLE SHEET

SHEET

G0.01

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	ELECTRIC CAR CHARGE STATION		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	RECLAIMED WATER

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

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	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-22.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL	AC	ACRES
DWY	DRIVEWAY	PC	POINT OF CURVE	CF	CUBIC FEET
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CV	COMPACTED VOLUME
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CY	CUBIC YARD
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	EA	EACH
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EV	EXCAVATED VOLUME
ER	END RADIUS	PERM	PERMANENT	LB	POUND
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LF	LINEAR FEET
EX	EXISTING	PL	PROPERTY LINE	LS	LUMP SUM
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LV	LOOSE VOLUME
F-F	FACE TO FACE	PT	POINT OF TANGENT	SF	SQUARE FEET
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SV	STOCKPILE VOLUME
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SY	SQUARE YARD
FM	FORCEMAIN	R	RADIUS		
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Marcus A. Johnson
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LIC. NO. 60112 DATE 07/01/2025



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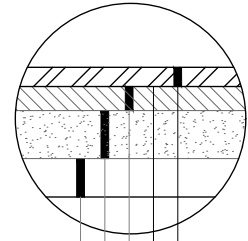
CITY OF BIRCHWOOD VILLAGE, MINNESOTA

2026 PAVEMENT MAINTENANCE

LEGEND

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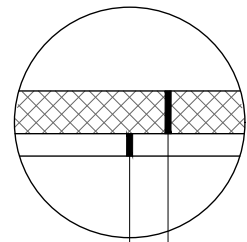
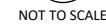


- 1" TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,C) [SPWEA230C]
- BITUMINOUS TACK COAT (2357)
- 2" TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,C) [SPWEA230C]
- 6" AGGREGATE BASE, CL 5 (2211)
- SUBGRADE PREPARATION (2112) (INCIDENTAL)

NOT TO SCALE



NOT TO SCALE



— 6" AGGREGATE SURFACING CLASS 1

NOT TO SCALE



A circle with a horizontal line passing through its center. The letter 'D' is placed inside the circle, centered vertically and slightly to the left of the horizontal line.

NOT TO SCALE



ESIGN B612

NOT TO SCALE



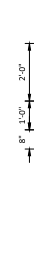
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F.1

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10' WIDE 90°, 9' WIDE 60° PARKING RATIO
1/25 HANDICAPPED/TOTAL STALLS RATIO
1-8 VAN ACCESSIBLE/HANDICAPPED
6-1-94



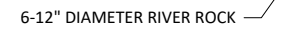
INTERNATIONAL
HANDICAP SYMBOL
NOT TO SCALE

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ACCESSIBLE PARKING STRIPING
NOT TO SCALE

LAST REVISION:
04-2021

PLATE NO.
8-000



NOT TO SCALE

NOTES:

1. RAISE GATE VALVE (1 EA) AND MANHOLES (8 EA)
2. EDGE MILL ALONG EXISTING CONCRETE EDGES AND TIES TO EXISTING PAVEMENT.
3. WHERE BITUMINOUS CURB PRESENT, REMOVE AND REINSTALL.

041



1" MILL AND OVERLAY. SEE SHEET C1.01 FOR TYPICAL AND SECTION DETAILS

BIRCHWOOD COURTS

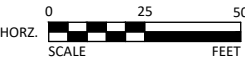
BIRCHWOOD AVENUE

REMOVE AND REPLACE BIT CURB (TYP.)

INSTALL CURB AND GUTTER AND DRAINAGE IMPROVEMENTS SEE SHEET C6.02 FOR DETAILS

CONSTRUCT 6-12" DIAMETER RIVER ROCK SWALE

SALVAGED CLEAN GRAVEL FROM SITE USE TO RESTORE GRAVEL PATH IN PARK (INCIDENTAL)



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Marcus A. Johnson

Marcus A. Johnson
LIC. NO. 60112 DATE 07/01/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com

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CLIENT PROJ. NO.			
25X.141675			

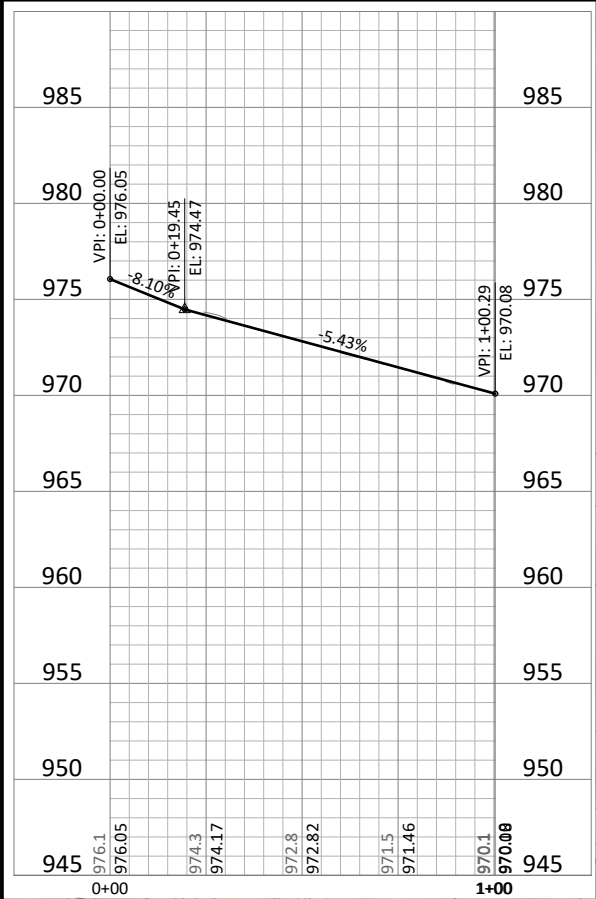
CITY OF BIRCHWOOD VILLAGE, MINNESOTA

2026 PAVEMENT MAINTENANCE

BIRCHWOOD COURTS MILL AND OVERLAY

SHEET

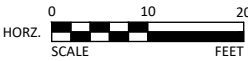
C6.01



- NOTES:**
1. RAISE GATE VALVE (1 EA) AND MANHOLES (8 EA)
 2. EDGE MILL ALONG EXISTING CONCRETE EDGES AND TIES TO EXISTING PAVEMENT.
 3. WHERE BITUMINOUS CURB PRESENT, REMOVE AND REINSTALL.



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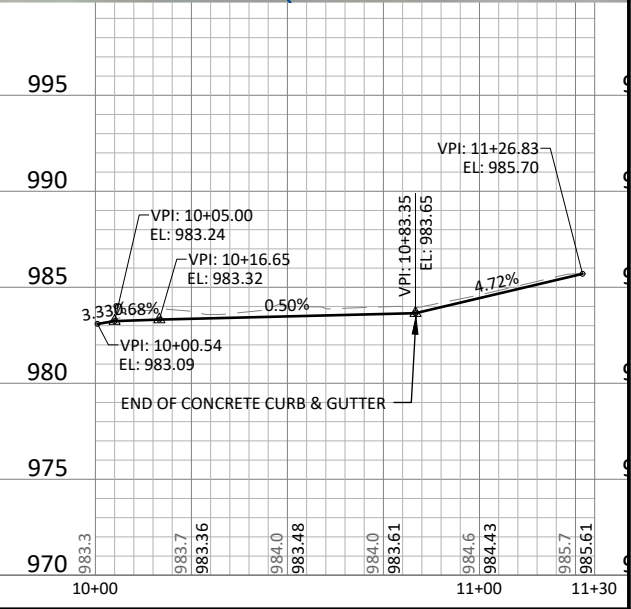
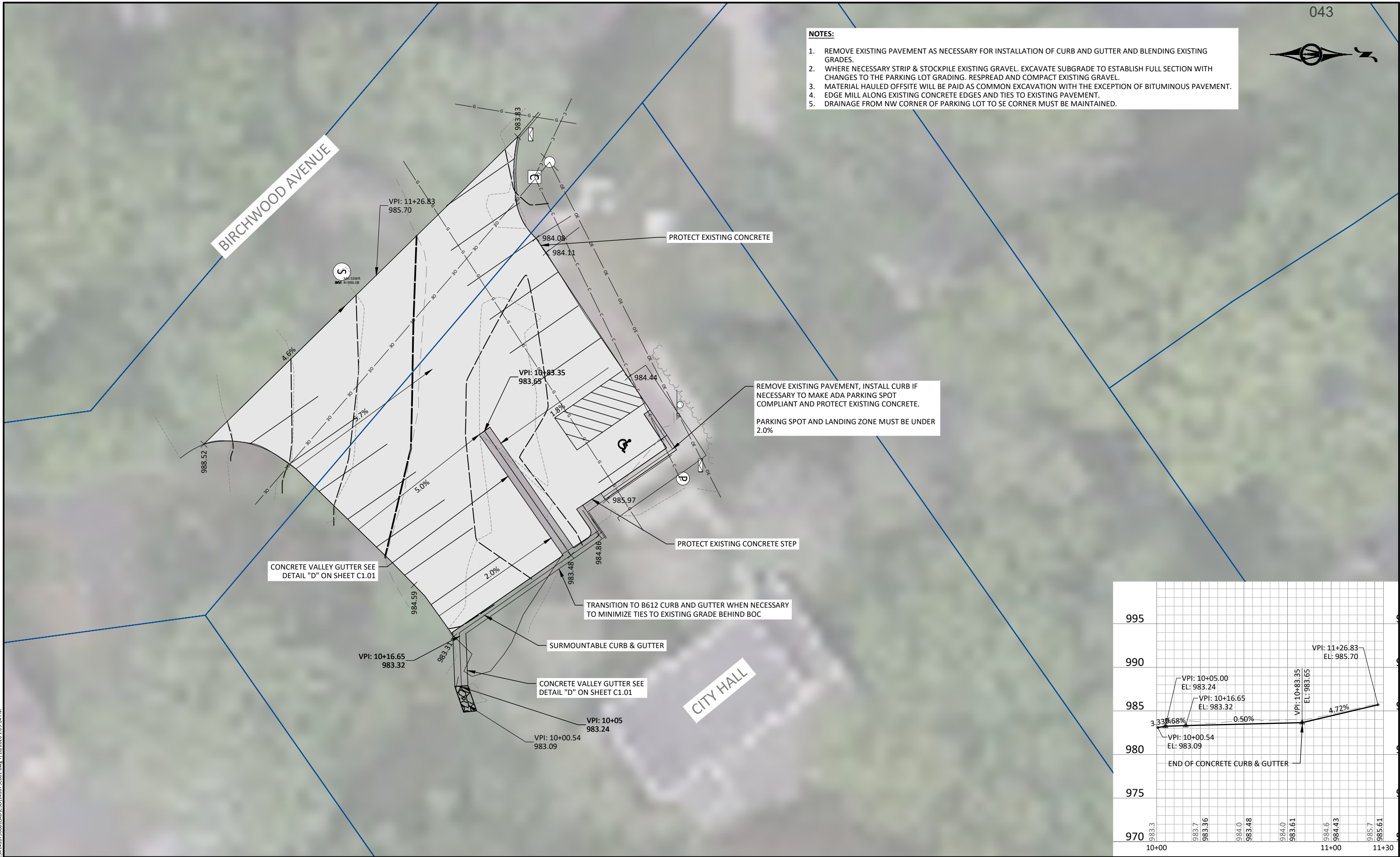
CITY OF BIRCHWOOD VILLAGE, MINNESOTA
2026 PAVEMENT MAINTENANCE
BIRCHWOOD COURTS INTERSECTION DETAIL

SHEET
C6.02

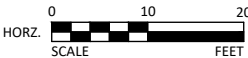


NOTES:

1. REMOVE EXISTING PAVEMENT AS NECESSARY FOR INSTALLATION OF CURB AND GUTTER AND BLENDING EXISTING GRADES.
2. WHERE NECESSARY STRIP & STOCKPILE EXISTING GRAVEL. EXCAVATE SUBGRADE TO ESTABLISH FULL SECTION WITH CHANGES TO THE PARKING LOT GRADING. RESPREAD AND COMPACT EXISTING GRAVEL.
3. MATERIAL HAULED OFFSITE WILL BE PAID AS COMMON EXCAVATION WITH THE EXCEPTION OF BITUMINOUS PAVEMENT.
4. EDGE MILL ALONG EXISTING CONCRETE EDGES AND TIES TO EXISTING PAVEMENT.
5. DRAINAGE FROM NW CORNER OF PARKING LOT TO SE CORNER MUST BE MAINTAINED.



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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Marcus A. Johnson
Marcus A. Johnson
LIC. NO. 60112 DATE 07/01/2025



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CITY OF BIRCHWOOD VILLAGE, MINNESOTA
2026 PAVEMENT MAINTENANCE

ALTERNATE 1 - CITY HALL PARKING LOT IMPROVEMENTS

SHEET

C6.03

- BIRCHWOOD AVENUE

~~984.44~~

~~985.97~~

984.

983.48 >

983.31

984.59

988.52

INV: R4986.08


**BOLTON
& MENK**

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SHEET

6.04

BIDDING SCHEDULE

045

2026 STREET MAINTENANCE

CITY OF BIRCHWOOD VILLAGE
BMI PROJECT NO. 25X.141675

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
BASE BID					
1	MOBILIZATION	1	LUMP SUM	5000-	5000-
2	TRAFFIC CONTROL	4	LUMP SUM	100-	400-
3	1" MILL BITUMINIOUS PAVEMENT (INCLUDING BIT CURB)	2600	SQ YD	6-	15600- 15,600-
4	BITUMINIOUS PATCHING	50	SQ YD	65-	3,250-
5	REMOVE BITUMINIOUS PAVEMENT	56	SQ YD	50-	2,800-
6	SAWCUT PAVEMENT (ALL TYPES)	100	LIN FT	4-	400-
7	ADJUST GATE VALVE	1	EACH	800-	800-
8	ADJUST MANHOLE CASTING	8	EACH	1200-	9600-
9	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	100	LIN FT	60-	6000-
10	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	160	TON	130-	20,800-
11	BITUMINIOUS TACK COAT	208	GAL	.01	2.08
12	SITE RESTORATION	1	LUMP SUM	1500-	1500-
13	RIP RAP (6-12" RIVER ROCK)	10	CU YD	300-	3000-
14	PARKING LOT STRIPING	1	LS	700-	700-

ESTIMATED BASE BID TOTAL: 69,852.08

BIDDING SCHEDULE

046

2026 STREET MAINTENANCE

CITY OF BIRCHWOOD VILLAGE

BMI PROJECT NO. 25X.141675

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

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CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
ALTERNATE 1 : CITY HALL PARKING LOT DRAINAGE IMPROVEMENTS					
A.1	REMOVE BITUMINOUS PAVEMENT	640	SQ YD	5.50	3520.00
A.2	SITE GRADING	1	LUMP SUM	1825.00	1825.00
A.3	AGGREGATE BASE, CLASS 5	10	TON	44.00	440.00
A.4	RAISE CURB STOP	1	EA	370.00	370.00
A.5	CONCRETE CURB & GUTTER (ALL TYPES)	84	LIN FT	47.00	3948.00
A.6	COMMON EXCAVATION (LV)	25	CU YD	76.00	1900.00
A.7	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	130	TON	111.00	14,430.00
A.8	BITUMINOUS TACK COAT	51.2	GAL	6.00	307.20
A.9	SITE RESTORATION	1	LUMP SUM	3000.00	3000.00
A.10	RIP RAP	1	CU YD	525.00	525.00

ESTIMATED ADD ALTERNATE TOTAL:

30,265.20

ALTERNATE 2 : CITY HALL PARKING LOT EDGE MILL AND OVERLAY

A.11	EDGE MILL PAVEMENT (5' WIDE)	90	SQ YD	20.00	1800.00
A.12	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	40	TON	137.00	5480.00
A.13	BITUMINOUS TACK COAT	51	GAL	6.00	306.00
A.14	SITE RESTORATION	1	LUMP SUM	1200.00	1200.00
A.15	RAISE CURB STOP	1	EA	370.00	370.00

ESTIMATED ADD ALTERNATE TOTAL:

9156.00

TOTAL AMOUNT BID (BASE + ALTERNATE):

\$ 9156.00

Alt 2 100,117.28
Alt 2 79,608.08

ESTIMATED COST - LOCAL CONTRIBUTION

ESTIMATED CONSTRUCTION COST	\$	801,445.75	without 7% contingency
------------------------------------	-----------	-------------------	-------------------------------

City of Birchwood Cost Summary		2.68%
--------------------------------	--	-------

City Cost Share	\$	21,504.67
------------------------	-----------	------------------

Town of Grey Cloud Island Cost Summary		1.35%
--	--	-------

City Cost Share	\$	10,817.56
------------------------	-----------	------------------

Town of Stillwater Cost Summary		1.52%
---------------------------------	--	-------

City Cost Share	\$	12,211.53
------------------------	-----------	------------------

Local Contribution - Budget Amendment	\$	44,533.76
--	-----------	------------------

Construction Expense Budget	\$	550,000.00
-----------------------------	-----------	-------------------

Shorten Construction Cost	\$	307,546.95	with 7% contingency
---------------------------	-----------	-------------------	----------------------------

Budget Amendment - to increase the construction cost	\$	307,500.00
---	-----------	-------------------

Budget Amendment - to increase the local contributions	\$	44,500.00
---	-----------	------------------

Item Code	Item Description	Unit	Unit Price	EST TOTAL QUANTITY	County Public Works		Birchwood		Grey Cloud Island		Stillwater Township	
					Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
2021.501	Mobilization	LUMP SUM	\$10,000.00	1	0.93264249	\$9,326.42	0.03306193	\$330.62	0.016037503	\$160.38	0.01825808	\$182.58
2123.610	Street Sweeper (With Pickup Broom)	HOURL	\$375.00	46	40	\$15,000.00	2	\$750.00	2	\$750.00	2	\$750.00
2331.608	Crack Sealant Compound (F&I)	LB	\$3.25	226091	213806	\$694,869.50	6030	\$19,597.50	2925	\$9,506.25	3330	\$10,822.50
2563.601	Traffic Control	LUMP SUM	\$25,000.00	1	0.93264249	\$23,316.06	0.03306193	\$826.55	0.016037503	\$400.94	0.01825808	\$456.45
2563.610	Police Officer	HOURL	\$300.00	48	48	\$14,400.00	0	\$0.00	0	\$0.00	0	\$0.00
	Total Estimate					\$756,911.99		\$21,504.67		\$10,817.56		\$12,211.53
	Cost Shares					94.44%		2.68%		1.35%		1.52%

\$801,445.75
By Cost (What was shared with Locals)

TOTAL 37.8 mi 1.34 mi 0.65 mi 0.74 mi

Total Miles 40.53

By Mileage		
	% of Contract	Est \$
County PW	93.2642487	\$747,462.36
Birchwood	3.306192943	\$26,497.34
Grey Cloud Island	1.603750308	\$12,853.19
Stillwater Twp	1.825808043	\$14,632.86
TOTAL		\$801,445.75

Road Planning Focus Group---8-2026 Volunteers

1. Max Kirshbaum mjkirschbaum@comcast.net
2. Kristin Stolte kristin.stolte@outlook.com
3. Mary Hapka hapkam@gmail.com
4. Jozsef Hegedus joz13hegedus@gmail.com
5. Maureen Seibert gomo7@comcast.net

611. PUBLIC WORKS RESERVE FUND

611.010. Pursuant to M.S.A. 471.57 there is established a fund to be known as "Public Works Reserve Fund".

611.020. There shall be accumulated in such "Public Works Reserve Fund":

1. The proceeds of any taxes levied for its support.
2. Fund earnings.
3. Such other revenues as may be directed by the Council to be placed in the fund and are not required by statute to be paid into some other fund or used for purposes other than those provided in 611.30.

611.030. The "Public Works Fund" shall be used only for capital improvements of a type for which the City of Birchwood Village is authorized to issue bonds.

611.040. The Council may, at the time it places any current revenue in the fund, designate such current revenue or portion thereof for use on a specific project or type of improvement and such designation shall have the same effect as the establishment of a separate public works reserve fund for such purpose. In such event, the Council may later submit to the voters the question of using all or part of such earmarked portion for some other purpose than is designated by the Council pursuant to this section. If a majority of votes cast on the question is in favor of such diversion, the stipulated portion of the fund may be used for the newly approved purpose.

611.050. The Council shall provide for the temporary investment of money belonging to the "Public Works Reserve Fund" in obligations in which investment of municipal funds is authorized by M.S.A. 475.66 as amended by Laws 1965, Ch. 300.

802 PUBLIC WORKS RESERVE FUND

802.010. CREATION OF FUND. The city of Birchwood Village authorizes the establishment of the "Public Works Reserve Fund for the purpose of holding designated funds to be used for capital improvements in the city.

802.020. SEPARATION OF MONIES. It is the desire of the City Council to segregate designated monies and non-designated monies into their respective proper accounts. Designated monies shall be held in the Public Works Reserve Fund and the non-designated monies shall be held in the Capital Projects Fund created under chapter 803.

802.030. FUNDING OF PUBLIC WORKS RESERVE FUND. There shall be accumulated in the Public Works Reserve Fund the following monies:

- (1). The proceeds of any taxes levied for its support.
- (2). Fund earnings.
- (3) Such other revenues as may be directed by the City Council to be placed in the Fund and are not required by statute to be paid into some other fund or used for purposes other than those provided in section 802.040.
- (4) Any funds that are required to be legally restricted for specific purposes.

802.040. USES OF THE FUND. Monies in the Public Works Reserve Fund shall be used only for the following capital improvements:

- (1) Specific capital improvements or type of capital improvement designated by the ordinance establishing the fund.
- (2) If not so designated, the Public Works Reserve Fund shall be used only for capital improvements of a type for which the City of Birchwood Village is authorized to issue bonds.
- (3) The City Council may, at the time it places any current revenue in the Public Works Reserve Fund, designate such current revenue or any portion thereof for use on a specific project or type of improvement and such designation shall have the same effect as the establishment of a separate public works reserve fund for such purpose.
- (4) The City Council may submit to the voters the question of using all or part of any designated monies for some other purpose than for which the monies were designated. If a majority of votes cast on the question is in favor of such

diversion, the stipulated portion of the fund may be used for the newly approved purpose.

802.050. CAPITAL IMPROVEMENT DEFINED. A capital improvement is any purchase, repair, maintenance, or replacement of equipment, land, or facilities having a value of five thousand dollars (\$5,000) or more and a projected useful life of five years or more. Operating expenses shall not be considered a capital improvement.

802.060. INVESTMENT OF MONIES. The City Council shall provide for the temporary investment of all monies in the Public Works Reserve Fund in obligations in which investment of municipal funds is authorized by law and approved by the City Council.

802.070. HALL AVENUE/CEDAR STREET RESERVE FUND. There is hereby created the Hall Avenue/Cedar Street Reserve Fund that shall be part of the Public Works Reserve Fund. The following provisions apply to the Hall Avenue/Cedar Street Reserve Fund.

802.071. In 1996 the City Council deposited into the Public Works Reserve Fund the sum of thirty one thousand eight hundred dollars (\$31,800) for the purpose of funding the first major repairs to Hall Avenue/Cedar Street (then known as County State Aid Highway 29). These monies were received from Washington County after the turn-back of the jurisdiction of County State Aid Highway 29 to the City.

802.072. As the City has in place a Public Improvement Financing and Assessment Ordinance (chapter 805), the City could finance all or a part of the costs of the Hall Avenue/Cedar Street improvements through an assessment. The City may use the money within the Public Works Reserve Fund to finance the cost of those improvements until the assessments have been paid off.

802.073. It is the intention of the City that money paid back to the City by way of assessments or other means are no longer considered designated funds and may either be re-designated and placed back into the Public Works Reserve Fund, or may be left non-designated and placed into the Capital Projects Fund or such other fund as the City Council deems necessary and proper.

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

****ADOPTED BY ORDINANCE 2012-06, MAY 8, 2012****



REGULAR MEETING OF CITY COUNCIL

**City of Birchwood Village
Washington County, MN**

July 14th, 2026 at 6:45 pm

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, Council
Kathy Weier, Council
Ryan Eisele, Council
Ryan Hankins, Council

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

CALL TO ORDER Mayor Arsenault called the meeting to order at 6:45 p.m.

ROLL CALL All CMs present with exception of CM Hankins

PUBLIC FORUM (*members of the public are given 3 minutes to present issues not on the agenda.*)

Mayor Arsenault opened the public forum. There were no public comments. Mayor Arsenault closed the public forum.

APPROVAL of AGENDA AGENDA (AMENDED)

On a motion by CM Sperl and seconded by CM Weier the agenda was approved as amended. All Aye.

CITY BUSINESS (UNFINISHED)

1. Second reading of Ordinance 2026-01 repealing section 605.021 regarding canine permitting*
 - a. Discussion of proposed language
 - b. Vote to Adopt Final language
 - c. Vote to Approve Summary Publication

On a motion by CM Weier and seconded by CM Eisele it was approved to adopt the final language of Ordinance 2026-01. All Aye.

On a motion by CM Weier and seconded by CM Eisele it was approved to publish the summary of Ordinance 2026-01. All Aye.

ACTION: City Administrator to publish the Ordinance

CITY BUSINESS (NEW)

1. Elm Beach Project*

Mary Sue Simmons and Amy Hewlett from the Parks Committee presented on this topic. Stormwater grant application deadline is December, collaboration would be needed with Rice Creek Conservation District and Washington County. On a motion by CM Eisele and seconded by CM Weier, it was approved to support the Parks Committee in pursuing a grant for the Elm Easement. All Aye.

CONSENT AGENDA

1. Meeting Minutes from June 9, 2026, City Council Meeting*
2. Special Meeting Minutes from June 29, 2026, City Council Meeting*
3. Revised Law Enforcement Agreement *
4. 2026 Primary/Election Judges Roster*
5. Clerk Engagement Agreement (document to be provided at meeting)
Mayor Arsenaault requested CMs to review, and prepare for formal presentation of Agreement at next City Council meeting.
6. Approve Pay Apps for Nelson Televising*
7. June Treasurer's Financial Summary*
8. June Claims Signature Template*
9. June Claims History* Additional claims were added as reflected in Consent Agenda point 14.
10. June Financial Statement*
11. June Disbursements*
12. June Receipts*
13. Agreement for Designated City Engineer and Project Task Orders*
14. Accepted Claim Payments Dated 7/14/26-Will be reflected in July's Financials

On a motion made by CM Sperl and seconded by CM Weier it was approved to accept the Consent Agenda except for items 5 and 9. All Aye.

ANNOUNCEMENTS

Washington County Sheriff's Report*

The City has received its completed televising Report reflecting the state of the City's infrastructure "under the surface" and the binders are available to the public and are on portable media too for download.

Attached please find the, "Mosquito Bucket Challenge," which is a DIY alternative to fogging your yard with chemicals to knock-down our mosquito-guests. The flyer indicates the use of a 'Mosquito Dunk' which is part of the project and available locally or on larger e-commerce platforms.*

Please note that the City Council will be meeting on July 20th at 6:45 PM for an information/discussion session highlighting the City's televising results. This session will focus on the state of the City and long-term planning for the renewal of City infrastructure. The public is encouraged to attend.

The dock at Kay Beach is currently broken and unsafe for use. (Has been fixed as of 07/16/2026)



Here is the latest addition to staff at Village Hall, as seen on milkweed!

Motion to adjourn by CM Sperl and seconded by CM Weier at 7:23 p.m. All Aye.

* Denotes items that have supporting documentation provided

Monthly Treasurer's Financial Summary

City of Birchwood Village

Month Ending: August 2026

Overall Financial Position

City finances remain generally in line with the adopted 2026 budget. Revenues and Expenditures are tracking as expected for this point in the fiscal year.

Revenue Activity

Revenue received during the month was consistent with anticipated collections. Property Tax settlements and other routine revenues will continue to be received according to the normal state and county distribution Schedule.

During the month of July, \$435,016.37 was collected. Of that amount \$362,862.20 was from the first half of property taxes, while \$60,101.82 was collected in water and sewer receipts.

Expenditure Activity

City expenditures for the month were generally consistent with budgeted operating levels. Routine payments included utilities, contracted services, and other recurring operational expenses.

Any seasonal or timing related fluctuations in expenses are expected to normalize over the coming months.

August Disbursements were \$130,020.68. Sewer and Water totalled \$29,330.53 for the month, while the remainder came from the General fund. The large expenses in the General fund were \$14,589.50 in engineering expenses, \$10,832.00 in insurance expenses and \$40,566.86 on road maintenance.

Variances or Items of Note

There were no significant budget variances requiring Council action at this time.

- * Year to date snow removal is \$51,154. The total budget for 2026 is \$50,000.
- * Engineering expenses are over budget. Coding will be reviewed.

Administrative updates for the month include:

- * The City audit is scheduled for Friday August 14th. Please stop by if you would like to meet the audit team or ask any questions.
- * Checks dated for August that appear on the Claims report will be reflected in the August financial statements.
- * After meeting with Mayor Arsenault and Council Member Sperl, it has been decided that Road & Bridge expenses will be put back in the General Fund. The reason behind this is to keep the history of the budget overages or budget savings from previous years consistent with the fund in which the expenses are paid out of.
- * Schroeder Process Automation and Controls, LLC is the new maintenance service company for lift station maintenance and repairs. The recommendation came from White Bear Public Works.
- * You may notice that the beginning balance of the General fund has changed. This is due to the 3rd quarter 2025 fire payment to the City of White Bear Lake being lost in the mail. The check was voided and reissued this month. The voiding caused the beginning balance to increase by the amount of the voided check.

City of Birchwood Village
August 12, 2026 City Council Meeting

CLAIMS LIST APPROVAL SHEET

8/12/2026

Claims Total **\$ 191,122.50**

Number of Checks 67

Check Voids 0

Signature Approvals

Jennifer Arsenault, Mayor Date

Ryan Eisele, City Council Date

Ryan Hankins, City Council Date

Bridget Sperl, City Council Date

Katherine Weier, City Council Date

Date Range : 7/3/2026 To 8/7/2026

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Check #</u>	<u>Approved</u>	<u>Total</u>	<u>Account #</u>	<u>Detail</u>
07/06/2026	Xcel 2307-8	Street Lighting 6/2-7/6/2026	8108*	X8108	Yes	\$1,437.15	100-43160-380	\$1,437.15
07/07/2026	MN Paid Leave Fund	Q2 2026 Paid Leave Premiums	8120	EFT070726A	Yes	\$242.78	100-41401-136	\$242.78
07/14/2026	Arsenault, Jennifer	Reimburse for televising results mailer printing	8057*	34123	Yes	\$390.15	100-41911-352	\$390.15
07/14/2026	B&D Striping	Re stripe streets	8056*	34122	Yes	\$4,250.00	100-43101-314	\$4,250.00
07/14/2026	BELISLE, ASHLEY	Connection Grp Expenses, Name tags, Ice Cream Social Supplies	8071*	34136	Yes	\$187.72	100-45005-440	\$187.72
07/14/2026	BELLINGER, THERESE	Reimbursement for laptop hardware, stamps, cleaning supplies	8058*	34124	Yes	\$157.50	100-41955-230	\$82.81
							100-49495-322	\$22.80
							100-41911-211	\$51.89
07/14/2026	CITY OF WHITE BEAR LAKE	Water Services 3/19/26-06/22/26	8059*	34125	Yes	\$19,359.55	100-49415-314	\$19,359.55
07/14/2026	Evolv	Fee charged June	8060*	E8060	Yes	\$49.00	100-41501-437	\$49.00
07/14/2026	LEAGUE OF MN CITIES INSURANCE TRUST	Property Casualty Annual Ins Contract June 2026-June 2027	8072*	34137	Yes	\$10,832.00	100-41945-362	\$10,832.00
07/14/2026	Menards - Oakdale	Trailer Light Kit, Exterior Paint	8061*	34126	Yes	\$94.96	100-41940-400	\$94.96
07/14/2026	METROPOLITAN COUNCIL - ENV. SERVICE	Aug Waste Water Services	8062*	34127	Yes	\$5,169.16	605-49465-217	\$5,169.16
07/14/2026	Press Publications	860982, Notice of Filing, 860348,860982 CUP, Notice of Filing, 861474, Error Correction	8063*	34128	Yes	\$221.25	100-41130-351	\$48.00
							100-41130-351	\$125.25
							100-41130-351	\$48.00
07/14/2026	Robb's Electric	Install 2 LED Lights 410 Lake Ave	8064*	34129	Yes	\$2,240.00	100-43160-314	\$2,240.00
07/14/2026	Schroeder Process Automation and Co	Service work on lift station--radio configuration corrupt. Reset	8073*	34138	Yes	\$1,067.36	605-43001-314	\$1,067.36
07/14/2026	Tennis Sanitation, LLC	Recycling Serv: May-June 2026	8066*	34131	Yes	\$3,680.00	100-43300-314	\$3,680.00
07/14/2026	TOSHIBA AMERICA BUSINESS SOLUTIONS	July Monthly Usage Allowance	8067*	34132	Yes	\$10.62	100-41911-314	\$10.62

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07/14/2026	TSE, INC. WORK ACCOUNT	6/30 Janitorial services	8065*	34130	Yes	\$32.09	100-41940-314	\$32.09
07/14/2026	White Bear Lawn and Snow, LLC	Pot hole and water main repairs	8068*	34133	Yes	\$11,300.00	100-43101-314	\$11,300.00
07/14/2026	White Bear Lawn and Snow, LLC	Brush trimming and removal	8069*	34134	Yes	\$2,650.00	100-45208-314	\$2,650.00
07/14/2026	White Bear Lawn and Snow, LLC	Patch water main break @ E cty Line & Birchwood	8070*	34135	Yes	\$2,350.00	100-43101-314	\$2,350.00
07/15/2026	Xcel 4094-1	Gas Service 5/15-6/16/26 200 Wildwood Lift Station	8105*	X8105	Yes	\$30.90	605-49465-380	\$30.90
07/15/2026	Xcel 9369-0	Gas 407 Lake Lift Station 5/15-6/16/26	8106*	X8106	Yes	\$26.61	605-49465-380	\$26.61
07/17/2026	PERA	Pera Office Payroll 6/14 - 6/27	8074*	pera 7-2-26	Yes	\$838.49	100-41401-121	\$625.85
							100-45207-121	\$212.64
07/17/2026	PERA	Pera Office Payroll 6/28 - 7/11	8075*	pera 7-16-26	Yes	\$750.96	100-41401-121	\$640.54
							100-45207-121	\$110.42
07/17/2026	Xcel 2335-4	Water Tower Electric 5/19-6/18/26	8107*	X8107	Yes	\$11.15	601-49415-380	\$11.15
07/28/2026	COIT	Village hall carpet cleaning	8082*	34152	Yes	\$569.01	100-41940-314	\$569.01
07/28/2026	Delta Dental of Minnesota	ee dental and vision insurance June	8091*	D8091	Yes	\$253.68	100-41912-130	\$222.92
							100-41912-130	\$30.76
07/28/2026	Gopher State One Call	June 33 Tickets	8079*	34149	Yes	\$44.55	605-49455-314	\$44.55
07/28/2026	H.A. KANTRUD, P.A.	Attorney Fees for Sept	8086*	34156	Yes	\$2,500.00	100-41601-300	\$2,500.00
07/28/2026	John Wikstrom	July Planner Fees	8085*	34155	Yes	\$1,600.00	100-41925-300	\$1,600.00
07/28/2026	Menards - Oakdale	2x 6' by 8' lumber,bolts	8077*	34147	Yes	\$17.99	100-41940-400	\$17.99
07/28/2026	Menards - Oakdale	bolts, hex nuts, 2x6' 8' lumber	8080*	34150	Yes	\$21.83	100-41940-400	\$21.83
07/28/2026	STOLTZMAN, CRIS	Videography - Council Mtg--7/14/26 4 hours	8084*	34154	Yes	\$110.24	100-41950-314	\$110.24
07/28/2026	Techie Dudes	Monthly Service Charges-Cloud Storage, Backup, MS Email	8089*	TD8089	Yes	\$491.90	100-41955-314	\$491.90
07/28/2026	Therese Bellinger	Reimbursement for Adobe	8088*	34158	Yes	\$31.15	100-41955-200	\$31.15
07/28/2026	USS MINNESOTA ONE MT LLC	Solar Energy - June	8090*	34159	Yes	\$1,259.30	605-49465-380	\$716.07
							100-41940-380	\$148.16

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Check #</u>	<u>Approved</u>	<u>Total</u>	<u>Account #</u>	<u>Detail</u>
							605-49465-380	\$395.07
07/28/2026	Washington County - Road & Bridge	2026 Crack Seal	8078*	34148	Yes	\$21,504.67	100-43120-314	\$21,504.67
07/28/2026	White Bear Lawn and Snow, LLC	Tree in roadway clean up	8081*	34151	Yes	\$540.75	100-43101-314	\$540.75
07/28/2026	White Bear Lawn and Snow, LLC	Mowing and trimming remaining balance	8087*	34157	Yes	\$355.00	100-45208-314	\$355.00
07/28/2026	WHITE BEAR TOWNSHIP	Lift station maintenance	8083*	34153	Yes	\$870.11	605-49465-314	\$870.11
07/30/2026	BOLTON & MENK, INC.	Street maintenance engineering/plan review 5/23/26-7/3/26	8093*	34161	Yes	\$1,539.00	100-41925-300	\$1,539.00
07/30/2026	BOLTON & MENK, INC.	Street maintenance planning check in with Nelson Sanitation	8094*	34162	Yes	\$85.50	100-41925-300	\$85.50
07/30/2026	BOLTON & MENK, INC.	Permit review 309 Wildwood- HO has been billed	8095*	34163	Yes	\$598.50	100-41925-300	\$598.50
07/30/2026	BOLTON & MENK, INC.	Permit review 705 Hall- HO has been billed	8096*	34164	Yes	\$427.50	100-41925-300	\$427.50
07/30/2026	BOLTON & MENK, INC.	Permit review 700 Birchwood- HO has been billed	8097*	34165	Yes	\$257.50	100-41925-300	\$257.50
07/30/2026	BOLTON & MENK, INC.	City council mtg, general engineering services 5/23-7/3/26	8100*	34168	Yes	\$8,481.50	100-41925-300	\$8,481.50
07/30/2026	COMPANION ANIMAL CONTROL LLC	Animal Control Services - July	8092*	34160	Yes	\$145.00	100-41916-314	\$145.00
07/30/2026	John Wikstrom	August Planner Fees - last pmt	8101*	34169	Yes	\$1,600.00	100-41925-300	\$1,600.00
07/30/2026	Joseph Neilson	Utility pmt refund customer #8353-01	8104*	34172	Yes	\$41.44	100-49405-382	\$41.44
07/30/2026	LRS PORTABLES, LLC	July Balance Due for Portable Potty	8099*	34167	Yes	\$261.00	100-45207-314	\$261.00
07/30/2026	MANSHIP PLUMBING & HEATING INC	Water system operation;Locates;testing;drink ing fountain removal	8098*	34166	Yes	\$1,640.00	601-49415-314	\$1,640.00
07/30/2026	Therese Bellinger	Reimbursement for GIS Subscription	8103*	34171	Yes	\$1,211.00	100-41955-200	\$1,211.00
07/30/2026	US Bank	Credit Card Pmt- Stamps, Office Supplies, AT&T, Signs, Quantum fiber	8102*	34170	Yes	\$659.10	100-49495-322	\$410.00
							100-41911-200	\$30.33
							100-45001-210	\$114.52

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Check #</u>	<u>Approved</u>	<u>Total</u>	<u>Account #</u>	<u>Detail</u>
							100-41955-321	\$54.25
							100-41955-321	\$50.00
08/01/2026	Techie Dudes	Monthly Service Charges-Cloud Storage, Backup, MS Email	8118*	TD8118	Yes	\$515.74	100-41955-314	\$515.74
08/04/2026	PERA	Pera Office Payroll 7/12 - 7/25	8109*	Pera EFT-8/4/26	Yes	\$744.06	100-41401-121	\$641.82
							100-45207-121	\$102.24
08/06/2026	Bayport Printing House	Posterboards and mailer for sewer televising info	8110*	34173	Yes	\$368.00	100-43101-350	\$368.00
08/06/2026	CORE & MAIN	100 Meter gaskets	8111*	34174	Yes	\$53.50	601-49415-220	\$53.50
08/06/2026	Evolv	Fee charged July	8123*	E8123	Yes	\$49.00	100-41501-437	\$49.00
08/06/2026	Gopher State One Call	July 32 Tickets	8112*	34175	Yes	\$43.20	605-49455-314	\$43.20
08/06/2026	H.A. KANTRUD, P.A.	Reimbursement for speed signs	8117*	34180	Yes	\$9,967.00	210-45209-315	\$9,967.00
08/06/2026	METROPOLITAN COUNCIL - ENV. SERVICE	Sept Waste Water Services	8113*	34176	Yes	\$5,169.16	605-49465-217	\$5,169.16
08/06/2026	Saris	Bike repair stand	8114*	34177	Yes	\$1,968.50	210-45209-315	\$1,968.50
08/06/2026	TSE, INC. WORK ACCOUNT	7/2 Janitorial services	8115*	34178	Yes	\$35.65	100-41940-314	\$35.65
08/06/2026	TSE, INC. WORK ACCOUNT	7/31 Janitorial services	8122*	34183	Yes	\$35.65	100-41940-314	\$35.65
08/06/2026	Washington County Sheriff	Jan-Jun 2026 Police Service	8119*	34181	Yes	\$49,550.27	100-42801-314	\$49,550.27
08/06/2026	White Bear Lawn and Snow, LLC	July Mowing and trimming	8116*	34179	Yes	\$2,013.65	100-45208-314	\$2,013.65
08/06/2026	White Bear Lawn and Snow, LLC	Oakridge Drive resoration, raingarden fill and sod	8121*	34182	Yes	\$6,112.50	100-45208-314	\$6,112.50
Total For Selected Claims								\$191,122.50

City of Birchwood Village
Statement of Receipts and Disbursements - GENERAL FUND
As of July 31, 2026

OPERATING FUNDS:

	Monthly Budget	Monthly Actual	Variance Favorable (Unfavorable)	YTD Budget	YTD Actual	Variance Favorable (Unfavorable)	Annual Budget	2025 Actual
GENERAL FUND RECEIPTS								
General Property Taxes	\$ 346,397.00	\$ 347,828.86	\$ 1,431.86	\$ 346,397.00	\$ 355,882.17	\$ 9,485.17	\$ 692,794.00	\$ 618,106.92
Licenses & Permits	\$ 41.67	\$ -	\$ (41.67)	\$ 291.67	\$ 3,828.01	\$ 3,536.34	\$ 500.00	\$ 1,411.75
Building Permits	\$ 5,416.67	\$ 1,428.57	\$ (3,988.10)	\$ 37,916.67	\$ 40,877.01	\$ 2,960.34	\$ 65,000.00	\$ 33,031.07
Kayak/Canoe Permits	\$ 158.33	\$ -	\$ (158.33)	\$ 1,108.33	\$ 2,235.00	\$ 1,126.67	\$ 1,900.00	\$ 2,095.00
Zoning Permits	\$ 25.00	\$ -	\$ (25.00)	\$ 175.00	\$ 194.50	\$ 19.50	\$ 300.00	\$ 988.50
Animal Licenses	\$ 8.33	\$ -	\$ (8.33)	\$ 58.33	\$ 75.00	\$ 16.67	\$ 100.00	\$ 1,905.00
Small City Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,579.00
Federal Grants & Aids	\$ 266.00	\$ -	\$ (266.00)	\$ 1,862.00	\$ -	\$ (1,862.00)	\$ 3,192.00	\$ -
State Grants & Aids	\$ -	\$ 6,497.00	\$ 6,497.00	\$ -	\$ 6,497.00	\$ 6,497.00	\$ -	\$ -
City/Town Hall Rent	\$ 20.83	\$ -	\$ (20.83)	\$ 145.83	\$ 675.00	\$ 529.17	\$ 250.00	\$ 670.00
Court Fines	\$ 83.33	\$ 303.29	\$ 219.96	\$ 583.33	\$ 1,014.89	\$ 431.56	\$ 1,000.00	\$ 2,066.41
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 2,008.89	\$ 2,008.89	\$ -	\$ 5,431.00
Interest Earning	\$ 3,875.00	\$ 3,823.49	\$ (51.51)	\$ 27,125.00	\$ 22,665.43	\$ (4,459.57)	\$ 46,500.00	\$ 44,292.94
Contributions of Donations from Private Sources	\$ 20.83	\$ -	\$ (20.83)	\$ 145.83	\$ -	\$ (145.83)	\$ 250.00	\$ 720.00
Refund-Reimbursement-Dividend	\$ 666.67	\$ -	\$ (666.67)	\$ 4,666.67	\$ 5,973.75	\$ 1,307.08	\$ 8,000.00	\$ 7,091.31
Escrows Deposits	\$ 3,541.67	\$ -	\$ (3,541.67)	\$ 24,791.67	\$ 1,000.00	\$ (23,791.67)	\$ 42,500.00	\$ 12,850.00
Transfers from Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL GENERAL FUND RECEIPTS	\$ 360,521.33	\$ 359,881.21	\$ (640.12)	\$ 445,267.33	\$ 442,926.65	\$ (2,340.68)	\$ 862,286.00	\$ 742,238.90
GENERAL FUND DISBURSEMENTS								
Ordinances & Proceedings	\$ 166.67	\$ 221.25	\$ (54.58)	\$ 1,166.67	\$ 677.76	\$ 488.91	\$ 2,000.00	\$ 984.04
Mayor - Council	\$ 765.00	\$ -	\$ 765.00	\$ 5,355.00	\$ 1,397.94	\$ 3,957.06	\$ 9,180.00	\$ 4,072.65
Clerk - Treasurer	\$ 14,257.13	\$ 12,184.62	\$ 2,072.51	\$ 99,799.88	\$ 88,755.20	\$ 11,044.68	\$ 171,085.50	\$ 109,279.09
Elections	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 12,000.00	\$ -
Assessing	\$ 579.17	\$ -	\$ 579.17	\$ 4,054.17	\$ 6,750.46	\$ (2,696.29)	\$ 6,950.00	\$ 7,578.54
Legal Services	\$ 2,925.00	\$ 2,500.00	\$ 425.00	\$ 20,475.00	\$ 22,500.00	\$ (2,025.00)	\$ 35,100.00	\$ 34,500.00
Grants	\$ 175.00	\$ -	\$ 175.00	\$ 1,225.00	\$ -	\$ 1,225.00	\$ 2,100.00	\$ 2,125.77
Planning & Zoning	\$ 1,931.25	\$ -	\$ 1,931.25	\$ 13,518.75	\$ -	\$ 13,518.75	\$ 23,175.00	\$ 19,300.00
Office Operations Supplies	\$ 458.33	\$ 915.79	\$ (457.46)	\$ 3,208.33	\$ 2,400.15	\$ 808.18	\$ 5,500.00	\$ 7,341.82
City Training & Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,330.00
Insurance - Employee	\$ 283.33	\$ 253.68	\$ 29.65	\$ 1,983.33	\$ 1,585.50	\$ 397.83	\$ 3,400.00	\$ 19,165.00
Animal Control	\$ 108.33	\$ 145.00	\$ (36.67)	\$ 758.33	\$ 1,015.00	\$ (256.67)	\$ 1,300.00	\$ 2,078.00
Software Expense	\$ 175.00	\$ -	\$ 175.00	\$ 1,225.00	\$ -	\$ 1,225.00	\$ 2,100.00	\$ 3,197.41
General Fund Engineering Expense	\$ 2,403.33	\$ 14,589.50	\$ (12,186.17)	\$ 16,823.33	\$ 66,141.00	\$ (49,317.67)	\$ 28,840.00	\$ 27,590.50
General Government Buildings & Plant	\$ 1,250.00	\$ 884.04	\$ 365.96	\$ 8,750.00	\$ 6,793.45	\$ 1,956.55	\$ 15,000.00	\$ 6,611.47
City Insurance	\$ 1,458.33	\$ 10,832.00	\$ (9,373.67)	\$ 10,208.33	\$ 12,129.00	\$ (1,920.67)	\$ 17,500.00	\$ 13,511.00
Cable Equipment & Service	\$ 100.00	\$ 110.24	\$ (10.24)	\$ 700.00	\$ 785.46	\$ (85.46)	\$ 1,200.00	\$ 3,334.75
Phone/IT	\$ 300.00	\$ 1,921.11	\$ (1,621.11)	\$ 2,100.00	\$ 19,509.89	\$ (17,409.89)	\$ 3,600.00	\$ 6,546.10
Police	\$ 8,258.38	\$ -	\$ 8,258.38	\$ 57,808.63	\$ -	\$ 57,808.63	\$ 99,100.50	\$ 48,674.78
Fire	\$ 5,357.08	\$ -	\$ 5,357.08	\$ 37,499.58	\$ 63,209.50	\$ (25,709.92)	\$ 64,285.00	\$ 59,983.00
Building Inspections Administration	\$ 3,791.67	\$ -	\$ 3,791.67	\$ 26,541.67	\$ 23,866.39	\$ 2,675.28	\$ 45,500.00	\$ 21,548.11
Other Protection	\$ 5.83	\$ -	\$ 5.83	\$ 40.83	\$ -	\$ 40.83	\$ 70.00	\$ 48,480.77
Tree Care	\$ 416.67	\$ -	\$ 416.67	\$ 2,916.67	\$ -	\$ 2,916.67	\$ 5,000.00	\$ 1,020.00
Tree Removal	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 8,750.00	\$ 14,900.00	\$ (6,150.00)	\$ 15,000.00	\$ -
Recycle	\$ 1,700.00	\$ 3,680.00	\$ (1,980.00)	\$ 11,900.00	\$ 11,075.00	\$ 825.00	\$ 20,400.00	\$ 19,872.00
Parks	\$ 5,166.67	\$ 3,537.39	\$ 1,629.28	\$ 36,166.67	\$ 23,655.93	\$ 12,510.74	\$ 62,000.00	\$ 42,676.58
Parks - Tighe Schmidt	\$ -	\$ -	\$ -	\$ -	\$ 2,789.00	\$ (2,789.00)	\$ -	\$ -
Lawn Care - Maintenance	\$ 687.50	\$ 3,005.00	\$ (2,317.50)	\$ 4,812.50	\$ 3,775.00	\$ 1,037.50	\$ 8,250.00	\$ -
Community Engagement Expenses	\$ -	\$ 187.72	\$ (187.72)	\$ -	\$ 483.34	\$ (483.34)	\$ -	\$ -
Water Resources	\$ 95.83	\$ -	\$ 95.83	\$ 670.83	\$ 1,163.54	\$ (492.71)	\$ 1,150.00	\$ 1,148.28
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 299.00	\$ (299.00)	\$ -	\$ 1,651.86
Unallocated Expenditures	\$ 41.67	\$ -	\$ 41.67	\$ 291.67	\$ 719.75	\$ (428.08)	\$ 500.00	\$ 98.00
Escrow Refunds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 17,500.00	\$ 7,000.00	\$ 10,500.00	\$ 30,000.00	\$ 33,141.67
Transfer to Enterprise Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursement	\$ -	\$ 41.44	\$ (41.44)	\$ -	\$ 41.44	\$ (41.44)	\$ -	\$ -
Newsletter	\$ -	\$ -	\$ -	\$ -	\$ 174.44	\$ (174.44)	\$ -	\$ 883.00
Roads - Streets & Road Maintenance	\$ 8,333.33	\$ 40,566.86	\$ 8,333.33	\$ 25,000.00	\$ 41,805.36	\$ 25,000.00	\$ 100,000.00	\$ 10,669.97
Roads - Street Sweeping	\$ 333.33	\$ -	\$ 333.33	\$ 1,000.00	\$ 3,500.00	\$ 1,000.00	\$ 4,000.00	\$ -
Roads - Ice & Snow Removal	\$ 10,000.00	\$ -	\$ (1,250.00)	\$ 40,000.00	\$ 51,154.00	\$ (21,154.00)	\$ 50,000.00	\$ 69,914.15
Roads - Street Lighting	\$ 1,416.67	\$ 5,114.51	\$ (4,211.76)	\$ 4,250.00	\$ 14,567.10	\$ (4,200.50)	\$ 17,000.00	\$ 16,374.70
TOTAL GENERAL FUND DISBURSEMENTS	\$ 77,690.50	\$ 100,690.15	\$ 5,803.29	\$ 473,500.17	\$ 494,619.60	\$ 20,302.53	\$ 862,286.00	\$ 644,683.01

	YTD BUDGET	YTD ACTUAL	VARIANCE
TOTAL OPERATING FUNDS NET INCOME ACTUALS VERSUS BUDGET	\$ (28,232.83)	\$ (51,692.95)	\$ 17,961.84

City of Birchwood Village
Statement of Receipts and Disbursements - SPECIAL REVENUE PROJECTS FUND
As of July 31, 2026

DEDICATED FUNDS:

	Monthly Budget	Monthly Actual	Variance Favorable (Unfavorable)	YTD Budget	YTD Actual	Variance Favorable (Unfavorable)	Annual Budget	2025 Actual
SPECIAL REVENUE FUND RECEIPTS								
State Grants & Aid - Lake Links Grant	\$ 11,666.67	\$ -	\$ (11,666.67)	\$ 58,333.33	\$ -	\$ (58,333.33)	\$ 70,000.00	\$ -
TOTAL SPECIAL REVENUE FUND RECEIPTS	\$ 11,666.67	\$ -	\$ (11,666.67)	\$ 58,333.33	\$ -	\$ (58,333.33)	\$ 70,000.00	\$ -
SPECIAL REVENUE FUND DISBURSEMENTS								
Music In the Park/Fireworks Donations	\$ -	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ -	\$ 3,200.00
Lake Links Project	\$ 11,666.67	\$ -	\$ 11,666.67	\$ 58,333.33	\$ 598.50	\$ 57,734.83	\$ 70,000.00	\$ -
TOTAL ROAD & BRIDGE FUND DISBURSEMENTS	\$ 11,666.67	\$ -	\$ 11,666.67	\$ 58,333.33	\$ 4,398.50	\$ 57,734.83	\$ 70,000.00	\$ 3,200.00

City of Birchwood Village
Statement of Receipts and Disbursements -CAPITAL PROJECTS FUND
As of July 31, 2026

	Monthly Budget	Monthly Actual	Variance Favorable (Unfavorable)	YTD Budget	YTD Actual	Variance Favorable (Unfavorable)	Annual Budget	2025 Actual
CAPITAL PROJECT RECEIPTS								
General Property Taxes	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 20,000.00	\$ -
EPA Grant - Liftstation Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 458,669.00
RCWD Grant - Liftstation Replacement	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
TOTAL CAPITAL PROJECT FUND RECEIPTS	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 60,000.00	\$ 50,000.00	\$ 20,000.00	\$ 508,669.00
CAPITAL PROJECT FUND DISBURSEMENTS								
Capital Project Engineering Expense - Liftstation Replac	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683,919
TOTAL CAPITAL PROJECT FUND DISBURSEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683,919.47

City of Birchwood Village
Statement of Receipts and Disbursements -DOCK ASSOCIATION FUND
As of July 31, 2026

	Monthly Budget	Monthly Actual	Variance Favorable (Unfavorable)	YTD Budget	YTD Actual	Variance Favorable (Unfavorable)	Annual Budget	2025 Actual
DOCK ASSOCIATION REVENUE								
Dock/Lift Permit Fee	\$ 1,208.33	\$ -	\$ (1,208.33)	\$ 14,500.00	\$ 14,875.00	\$ 375.00	\$ 14,500.00	\$ 14,000.00
TOTAL DOCK ASSOCIATION REVENUE	\$ 1,208.33	\$ -	\$ (1,208.33)	\$ 14,500.00	\$ 14,875.00	\$ 375.00	\$ 14,500.00	\$ 14,000.00
DOCK ASSOCIATION DISBURSEMENTS								
Recreation	\$ 800.00	\$ -	\$ 800.00	\$ 3,200.00	\$ -	\$ 3,200.00	\$ 4,000.00	\$ 3,200.00
TOTAL DOCK ASSOCIATION DISBURSEMENTS	\$ 800.00	\$ -	\$ 800.00	\$ 3,200.00	\$ -	\$ 3,200.00	\$ 4,000.00	\$ 3,200.00

City of Birchwood Village
Statement of Receipts and Disbursements -WATER FUND
As of July 31, 2026

	Monthly Budget	Monthly Actual	Variance Favorable (Unfavorable)	YTD Budget	YTD Actual	Variance Favorable (Unfavorable)	Annual Budget	2025 Actual
WATER FUND RECEIPTS								
Water Consumption	\$ -	\$ 20,539.74	\$ (20,539.74)	\$ -	\$ 60,702.58	\$ (60,702.58)	\$ -	\$ 90,185.75
Water Utility User Fee	\$ -	\$ 15,235.25	\$ (15,235.25)	\$ -	\$ 55,369.58	\$ (55,369.58)	\$ -	\$ 65,072.77
Water Main-Break Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33.90
Special Water Charges	\$ -	\$ -	\$ -	\$ -	\$ 30.82	\$ (30.82)	\$ -	\$ 1,598.17
State Surcharge	\$ -	\$ 886.13	\$ (886.13)	\$ -	\$ 3,112.56	\$ (3,112.56)	\$ -	\$ 3,278.95
Administrative Fee Move/Out	\$ -	\$ 297.58	\$ (297.58)	\$ -	\$ 704.90	\$ (704.90)	\$ -	\$ 157.09
Lift Station Replacement	\$ -	\$ 5,835.09	\$ (5,835.09)	\$ -	\$ 22,851.23	\$ (22,851.23)	\$ -	\$ 24,159.28
Delinquent Water Fees	\$ -	\$ -	\$ -	\$ -	\$ 186.76	\$ (186.76)	\$ -	\$ -
Penalties & Forfeited Discounts	\$ -	\$ 88.68	\$ (88.68)	\$ -	\$ 568.50	\$ (568.50)	\$ -	\$ 1,145.98
Sewer Consumption	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (62.78)
Sewer Minimum Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (46.46)
TOTAL WATER FUND RECEIPTS	\$ -	\$ 42,882.47	\$ (42,882.47)	\$ -	\$ 143,526.93	\$ (143,526.93)	\$ -	\$ 185,522.65
WATER FUND DISBURSEMENTS								
Financial Administration	\$ -	\$ -	\$ -	\$ -	\$ 8,929.68	\$ (8,929.68)	\$ -	\$ 17,236.47
Utility Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95.36
Water Utility	\$ -	\$ 21,010.70	\$ (21,010.70)	\$ -	\$ 54,150.92	\$ (54,150.92)	\$ -	\$ 106,107.59
Water/Sewer Emergency	\$ -	\$ -	\$ -	\$ -	\$ 25,611.18	\$ (25,611.18)	\$ -	\$ 24,396.70
Newsletter	\$ -	\$ -	\$ -	\$ -	\$ 185.22	\$ (185.22)	\$ -	\$ 740.88
TOTAL WATER FUND DISBURSEMENTS	\$ -	\$ 21,010.70	\$ (21,010.70)	\$ -	\$ 88,877.00	\$ (88,877.00)	\$ -	\$ 148,577.00

City of Birchwood Village
Statement of Receipts and Disbursements -SEWER FUND
As of July 31, 2026

	Monthly Budget	Monthly Actual	Variance Favorable (Unfavorable)	YTD Budget	YTD Actual	Variance Favorable (Unfavorable)	Annual Budget	2025 Actual
SEWER FUND RECEIPTS								
Sewer Consumption	\$ -	\$ 13,081.78	\$ (13,081.78)	\$ -	\$ 44,101.77	\$ (44,101.77)	\$ -	\$ 63,561.94
Sewer Minimum Charge	\$ -	\$ 9,117.95	\$ (9,117.95)	\$ -	\$ 35,321.26	\$ (35,321.26)	\$ -	\$ 53,607.06
Sewer Only	\$ -	\$ -	\$ -	\$ -	\$ 88.25	\$ (88.25)	\$ -	\$ -
Penalties & Forfeited Discounts	\$ -	\$ 52.96	\$ (52.96)	\$ -	\$ 318.89	\$ (318.89)	\$ -	\$ 825.70
TOTAL SEWER FUND RECEIPTS	\$ -	\$ 22,252.69	\$ (22,252.69)	\$ -	\$ 79,830.17	\$ (79,830.17)	\$ -	\$ 117,994.70
SEWER FUND DISBURSEMENTS								
Office Operations Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140.52
Storm Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
Water Utility	\$ -	\$ 1,067.36	\$ (1,067.36)	\$ -	\$ 2,656.19	\$ (2,656.19)	\$ -	\$ 2,320.50
Water/Sewer Emergency	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ (3,000.00)	\$ -	\$ -
Utility Locates	\$ -	\$ 44.55	\$ (44.55)	\$ -	\$ 185.00	\$ (185.00)	\$ -	\$ 353.75
Sewer Utility	\$ -	\$ 7,207.92	\$ (7,207.92)	\$ -	\$ 46,553.08	\$ (46,553.08)	\$ -	\$ 98,643.82
Sewer Engineering Expense	\$ -	\$ -	\$ -	\$ -	\$ 2,040.50	\$ (2,040.50)	\$ -	\$ 62,599.50
TOTAL SEWER FUND DISBURSEMENTS	\$ -	\$ 8,319.83	\$ (8,319.83)	\$ -	\$ 54,434.77	\$ (54,434.77)	\$ -	\$ 164,458.09

City of Birchwood Village
Statement of Receipts and Disbursements and Balances
As of July 31, 2026

Fund	Beginning Balance	Actual Receipts	Actual Disbursements	Transfers In / (Out)	Ending Balance
Operating Funds:					
General Fund	\$ 1,089,316.98	\$ 442,926.65	\$ 494,619.60	\$ -	\$ 1,037,624.03
Operating Funds Total	\$ 1,089,316.98	\$ 442,926.65	\$ 494,619.60	\$ -	\$ 1,037,624.03
Dedicated Funds:					
Special Revenue Projects Fund	\$ -	\$ -	\$ 4,398.50	\$ -	\$ (4,398.50)
Capital Projects Fund	\$ (184,721.72)	\$ 60,000.00	\$ -	\$ -	\$ (124,721.72)
Dock Association Fund	\$ 31,823.05	\$ 14,875.00	\$ -	\$ -	\$ 46,698.05
Water Fund	\$ 119,543.77	\$ 143,526.93	\$ 88,877.00	\$ -	\$ 174,193.70
Sewer Fund	\$ (4,529.39)	\$ 79,830.17	\$ 54,434.77	\$ -	\$ 20,866.01
Dedicated Funds Total	\$ (37,884.29)	\$ 298,232.10	\$ 147,710.27	\$ -	\$ 112,637.54
Total	\$ 1,051,432.69	\$ 741,158.75	\$ 642,329.87	\$ -	\$ 1,150,261.57

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

**CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

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CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective as of [____], 2026 (the "Effective Date"), by and between the City of Birchwood Village, a Minnesota municipal corporation (the "City"), and H. Alan Kantrud (the "Employee" or "Administrator"). The City and Employee may be referred to individually as a "Party" and collectively as the "Parties."

Article I - Parties, Recitals, and Effective Date

1.01. City. The City is a municipal corporation organized under the laws of the State of Minnesota and acts through its City Council (the "Council") except where authority has been delegated by statute, ordinance, resolution, personnel policy, this Agreement, or other official Council action.

1.02. Employee. Employee is appointed to serve as City Administrator and, if separately appointed by Council, may also serve as City Clerk or Clerk-Administrator. This Agreement governs Employee only in his capacity as an employee of the City and not in any separately contracted legal-services capacity.

1.03. Recitals. The City desires to employ a professional administrator to assist the Council in carrying out policy decisions, managing day-to-day City operations, coordinating staff and consultants, maintaining official records, preparing agendas and budgets, and providing consistent administrative service to residents. Employee desires to accept employment under the terms of this Agreement.

1.04. Separate City Attorney Agreement. The Parties acknowledge that Employee may also serve as City Attorney under a separate City Attorney Professional Services Agreement. The Parties intend that the employment relationship created by this Agreement and the professional-services relationship created by the City Attorney Agreement remain legally and operationally distinct.

1.05. Legal Review. Because the same individual may serve in both administrative and legal roles, the Council should obtain independent legal review of this Agreement, the City Attorney Agreement, and the Conflict of Roles Policy before execution or material amendment.

Article II - Definitions

"Administrator" means the person employed under this Agreement to perform the administrative duties assigned by the Council.

"City Attorney Agreement" means any separate professional services agreement between the City and Employee or Employee's law firm for municipal legal services.

"Conflict of Roles Policy" means the policy adopted by the Council governing matters in which the same individual serves as City Administrator and City Attorney.

"Council" means the City Council of the City of Birchwood Village acting as a body at a duly noticed meeting, except where law permits delegation.

"Good Cause" means a basis for discipline, suspension, or termination as described in Section 15.05 of this Agreement.

"Personnel Policies" means the City's personnel policies, employee handbook, administrative policies, and any lawful directives adopted by the Council.

"Public Data Laws" means Minnesota Statutes Chapter 13, Chapter 13D, records retention requirements, and all other applicable public records, open government, data classification, and meeting notice laws.

"Special Counsel" means independent outside legal counsel retained by the City when the City Attorney has an actual, potential, or perceived conflict of interest.

If a term is not defined in this Article, it shall be given its ordinary municipal meaning or the meaning assigned by applicable Minnesota law, City ordinance, or Council policy.

Article III - Appointment, Employment Status, and Term

3.01. Appointment. The Council hereby employs Employee as City Administrator. Employee accepts the appointment and agrees to perform the duties of the position faithfully, professionally, and in accordance with applicable law, City ordinances, Council policies, this Agreement, and lawful directives of the Council.

3.02. Employment Status. Employee is an exempt executive or administrative employee for purposes of wage-and-hour administration to the extent permitted by law. Employee is not eligible for overtime or compensatory time unless required by law or expressly authorized by Council action.

3.03. At-Will Status Modified by Agreement. Employee serves at the pleasure of the Council and may be removed by the Council subject to this Agreement and applicable law. This Agreement is not intended to create tenure, a property interest in continued employment, or any right to employment beyond the terms stated herein.

3.04. Term. The initial term of this Agreement begins on the Effective Date and continues until [____], unless earlier terminated under Article XV. If the Council desires a rolling or indefinite term, this sentence may be replaced with: "This Agreement shall continue until terminated by either Party under Article XV."

3.05. Annual Organizational Appointment. The Council may reaffirm the Administrator appointment annually at its organizational meeting. Failure to list the appointment on an annual organizational agenda shall not by itself terminate this Agreement unless the Council affirmatively acts to terminate or amend the Agreement.

3.06. No Implied Combination of Offices. Nothing in this Agreement shall be interpreted to combine, merge, or confuse the roles of City Administrator, City Clerk, City Attorney, prosecutor, or professional service.

Article IV - Duties, Authority, and Administration

4.01. General Administrative Duties. The Administrator shall serve as the chief administrative officer of the City under the direction of the Council. The Administrator shall carry out Council policies, manage routine City operations, coordinate staff and contractors, prepare reports, and assist the Council in conducting orderly municipal business.

4.02. Council Policy Implementation. The Administrator shall implement policies, ordinances, resolutions, contracts, budgets, and directives adopted by the Council. The Administrator shall not make policy decisions reserved to the Council, but may recommend policy options and administrative procedures for Council consideration.

4.03. Agenda and Packet Preparation. The Administrator shall coordinate preparation of Council agendas and agenda packets in consultation with the Mayor and consistent with Council rules of procedure. The Administrator shall strive to provide Council members sufficient time to review supporting materials

before meetings and shall identify whether memoranda are submitted in an administrative, legal, financial, or staff-support capacity.

4.04. Budget and Financial Administration. The Administrator shall assist in preparing the annual budget, capital planning materials, levy recommendations, financial reports, and other fiscal materials requested by the Council. The Administrator shall work with the City Treasurer, bookkeeper, auditor, engineer, and other consultants as appropriate, while recognizing that expenditure authority remains subject to Council approval, budget limits, and applicable law.

4.05. Purchasing and Contract Administration. The Administrator may administer routine purchasing and contract management within the limits of the adopted budget, the authority delegated in Exhibit C, City policy, and Minnesota law, including the Uniform Municipal Contracting Law where applicable. The Administrator shall not bind the City to contracts requiring Council approval unless the Council has authorized the contract or delegated authority in advance.

4.06. Execution of Instruments. To the extent Employee is appointed City Clerk or Deputy Clerk, Employee may attest and perform administrative steps related to execution of City instruments only pursuant to Council authority and applicable law. This provision does not authorize unilateral execution of contracts, conveyances, licenses, or other written instruments requiring Council approval.

4.07. Personnel Administration. The Administrator shall supervise City staff and coordinate contracted personnel to the extent authorized by the Council. The Administrator may assign work, monitor performance, approve schedules, recommend hiring or discipline, maintain personnel records, and implement Personnel Policies. Final authority over hiring, termination, compensation, and discipline remains with the Council unless lawfully delegated.

4.08. Consultant Coordination. The Administrator shall serve as the primary administrative point of contact for the City engineer, planner, building official, auditor, bookkeeper, water and sewer operators, sheriff liaison, contractors, and other consultants unless the Council assigns another point of contact for a specific matter.

4.09. Emergency Authority. In a public emergency, infrastructure failure, safety issue, weather event, cybersecurity event, or other time-sensitive situation, the Administrator may take reasonable action necessary to protect public health, safety, property, City records, infrastructure, or continuity of operations within the emergency authority established in Exhibit C. The Administrator shall notify the Mayor and Council as soon as practicable and shall obtain Council ratification when required.

4.10. No Independent Legislative Authority. The Administrator may recommend ordinances, resolutions, policies, fees, contracts, and enforcement strategies, but shall not exercise legislative authority or final policy-making authority reserved to the Council.

Article V - City Clerk and Records Responsibilities

5.01. Clerk Duties. If Employee is appointed City Clerk, Clerk-Administrator, or Deputy Clerk, Employee shall perform clerk duties required by Minnesota law, City Code, and Council direction, including notices, records, official papers, minutes, publication, election coordination, and such other appropriate duties as may be imposed by the Council.

5.02. Official Records. All City records, including paper records, electronic records, email, text messages created or received for City business, metadata, cloud documents, signed instruments, agendas, minutes, staff reports, video or audio files, and consultant deliverables, are City records and shall be maintained according to law and City policy.

5.03. Data Practices. The Administrator shall assist the City in complying with the Minnesota Government Data Practices Act and shall coordinate responses to data requests in a timely, neutral, and legally compliant manner. The Administrator shall not destroy, withhold, alter, or fail to preserve City data except as allowed by an adopted retention schedule and applicable law.

5.04. Open Meeting Support. The Administrator shall support compliance with the Minnesota Open Meeting Law, including meeting notices, agendas, minutes, records of closed meetings where required, and administrative support for remote or interactive technology meetings when allowed by law.

5.05. Minutes. The Administrator shall ensure that minutes are prepared, preserved, and presented for Council review. Minutes should accurately summarize motions, votes, required findings, public hearings, and significant Council direction. Draft minutes shall be identified as drafts until approved.

5.06. Records Transition. Upon resignation, termination, suspension, leave, or request of the Council, Employee shall promptly transfer or make accessible all City records in Employee's possession or control, including records stored on personal devices or accounts if used for City business.

Article VI - Council Relationship and Governance Protocols

6.01. Council as Employer. Employee is employed by the City acting through the Council. Individual Council members, including the Mayor, may provide information, ask questions, and communicate concerns, but shall not individually direct Employee in a manner inconsistent with Council action, City policy, or law.

6.02. Mayor Coordination. The Mayor may coordinate agenda development, emergency communications, and routine administrative matters with the Administrator, provided such coordination does not alter Council policy, direct legal strategy, authorize expenditures beyond delegated authority, or create a serial meeting or other violation of law.

6.03. Equal Service to Council. Employee shall provide impartial administrative support to all Council members. Employee shall not favor or disadvantage Council members based on viewpoint, voting position, political affiliation, personal relationship, or disagreement over policy.

6.04. Council Requests. Requests from individual Council members that require substantial staff time, legal analysis, budgetary impact, public communications, records production, or policy development may be referred to the full Council for direction. The Administrator may use reasonable judgment to handle routine requests without full Council action.

6.05. Public Communications. Employee may communicate factual information about City business and approved Council actions. Employee shall not issue policy statements, legal positions, litigation comments, personnel comments, or controversial public statements on behalf of the City unless authorized by the Council, Mayor, or applicable policy.

6.06. No Political Retaliation. Employee shall not be disciplined, rewarded, or penalized for providing neutral administrative advice, accurate facts, or lawful professional recommendations to the Council, even if those recommendations are unpopular.

Article VII - Compensation, Payroll, and Pension

7.01. Salary. The City shall pay Employee an annual salary of \$35,000, payable in regular installments according to the City's payroll practices and subject to required withholdings. The salary stated in this Section compensates Employee for administrative employment duties only and does not compensate Employee for legal services provided under the City Attorney Agreement.

7.02. Payroll Status. Employee shall be treated as a W-2 employee for compensation paid under this Agreement. The City shall withhold applicable federal and state taxes and employee contributions as required by law.

7.03. Pension. The City shall make employer contributions to PERA or another authorized public pension plan as required or permitted by Minnesota law, subject to eligibility and plan requirements. If Employee is not eligible for PERA for any component of compensation, the City shall not be obligated to provide a substitute benefit unless expressly approved by Council action.

7.04. Annual Compensation Review. The Council shall review Employee's compensation at least annually in connection with the budget process or annual performance evaluation. Any salary increase, cost-of-living adjustment, stipend, benefit change, or other compensation adjustment must be approved by Council action and documented in writing.

7.05. No Automatic Increase Unless Stated. No automatic salary increase, step increase, cost-of-living adjustment, or bonus shall be owed unless specifically stated in Exhibit B or approved by Council action. The Council may consider inflation, market comparisons, performance, budget capacity, and service needs when reviewing compensation.

7.06. Separation of Legal Compensation. Payments for legal services shall be made only under the separate City Attorney Agreement and shall be invoiced, reviewed, and approved separately from payroll compensation under this Agreement.

Article VIII - Benefits, Leave, and Professional Development

8.01. Benefits Schedule. Employee shall receive the benefits stated in Exhibit B and any benefits required by law. If Exhibit B conflicts with an adopted Personnel Policy, the more specific provision of this Agreement controls unless the Council expressly states otherwise.

8.02. Paid Time Off. Employee shall accrue paid time off according to Exhibit B. Unless otherwise stated, PTO shall include vacation, sick leave, and personal leave. PTO use shall be coordinated to maintain City operations and coverage for Council meetings, deadlines, elections, budget tasks, emergency responses, and public records obligations.

8.03. PTO Carryover and Payout. PTO carryover and payout shall be governed by Exhibit B. If Exhibit B is silent, the City's Personnel Policies apply. Any payout of unused leave upon separation must comply with Minnesota wage law and City policy and shall not include unearned leave.

8.04. Holidays. Employee shall receive holidays recognized by the City for similarly situated employees. If the Council elects to follow federally recognized holidays, Exhibit B should so state. Meeting attendance or emergency work on a holiday shall not create overtime unless required by law or approved by Council action.

8.05. Insurance. The City shall provide insurance benefits or an insurance stipend only as stated in Exhibit B. If the City provides a stipend in lieu of health insurance, the stipend shall be treated as taxable compensation unless lawfully structured otherwise. The City makes no representation regarding tax treatment, eligibility, or continuation rights unless expressly stated.

8.06. Professional Memberships. Subject to budget approval, the City may pay reasonable dues for professional associations related to municipal administration, clerking, finance, risk management, and local government, including the League of Minnesota Cities, Minnesota City/County Management Association, Metropolitan Area Management Association, and Minnesota Clerks and Finance Officers Association, as applicable.

8.07. Professional Development. Subject to budget approval and prior authorization, the City may pay reasonable registration, travel, lodging, meals, and related expenses for professional development that benefits the City. Employee shall use good judgment and shall not allow outside professional activities to interfere with City duties.

8.08. Civic Memberships. The City may approve memberships or attendance at civic organizations when reasonably related to City business, intergovernmental coordination, public engagement, emergency management, or community relations. Such expenses require budget authorization or Council approval.

8.09. Expense Reimbursement. The City shall reimburse reasonable, documented, job-related expenses incurred in the performance of administrative duties, subject to budget limits, City policy, and Council approval where required. Reimbursement requests shall identify the public purpose of the expenditure.

8.10. Mileage and Travel. If Employee uses a personal vehicle for City business, mileage reimbursement shall be at the rate adopted by the City or, if no rate is adopted, the IRS standard mileage rate, subject to documentation and City policy.

Article IX - Hours of Work, Availability, and Remote Work

9.01. Full-Time Commitment. The position is a full-time position unless Exhibit B states otherwise. Employee is expected to devote the professional time necessary to perform the duties of City Administrator, including evening meetings, occasional weekend meetings, emergency response, and time-sensitive communications.

9.02. Office Hours. Regular office hours shall be established by Council policy or administrative practice approved by the Council. The Administrator shall ensure reasonable public access to City services, whether through office hours, appointments, electronic communications, or other Council-approved service models.

9.03. Evening and Weekend Meetings. Employee shall attend regular Council meetings, special meetings, workshops, public hearings, budget meetings, organizational meetings, and other meetings where attendance is reasonably required. Attendance outside regular business hours is part of the salary and does not create overtime or compensatory time unless required by law.

9.04. Remote Work. Employee may work remotely when the work can be performed effectively, records remain secure, public access is maintained, and Council expectations are met. Remote work shall not be used in a manner that interferes with office coverage, public meetings, records access, emergency response, or supervision of staff.

9.05. Availability. Employee shall maintain reasonable availability by City email and phone during regular business hours and during urgent situations. Employee is not expected to be continuously available twenty-four hours per day except during emergencies or when specifically assigned on-call responsibilities.

9.06. Leave Coordination. Employee shall provide reasonable notice of planned leave and shall coordinate coverage for agenda preparation, payroll, claims processing, records requests, elections, utility billing, emergencies, and other critical City functions.

Article X - Technology, Records, Cybersecurity, and Public Communications

10.01. City Equipment. The City may provide computers, phones, software, accounts, keys, access cards, storage, and other equipment necessary for the position. City equipment and accounts are City property and shall be returned upon request or separation.

10.02. City Accounts. Employee shall use City-provided email, storage, and communication systems for City business whenever practicable. Personal accounts shall not be used for City business except in limited

circumstances, and any City data in personal accounts remains subject to public records laws and must be preserved and produced when required.

10.03. Cybersecurity. Employee shall comply with City cybersecurity practices, including password management, multi-factor authentication, secure storage, phishing awareness, device updates, incident reporting, and restrictions on unauthorized software. Employee shall promptly report suspected cyber incidents, lost devices, compromised passwords, or unauthorized access.

10.04. Artificial Intelligence and Automation Tools. Employee shall not input not public data, privileged information, personnel data, security information, protected health information, private resident data, litigation strategy, or confidential City information into public artificial intelligence or automation tools unless the Council has approved a lawful and secure use. AI tools may be used for drafting, summarizing, research organization, or administrative support only when consistent with data practices, records retention, privilege, and City policy.

10.05. Electronic Signatures. Employee may use electronic signatures for City business only when authorized by law, Council action, or City policy and only through approved systems. Electronic execution of contracts or official instruments shall not substitute for required Council approval.

10.06. Social Media and Website. Employee may post factual City information to official City platforms when authorized by policy. Posts shall be accurate, neutral, accessible where practicable, and consistent with Council action. Employee shall not delete, hide, or alter public comments or records except pursuant to law and City policy.

10.07. Media Requests. Employee may respond to routine factual media inquiries but shall refer legal, personnel, litigation, controversial policy, or crisis communications to the Mayor, Council, or designated spokesperson unless otherwise authorized.

Article XI - Standards of Conduct and Legal Compliance

11.01. Professional Standards. Employee shall perform duties honestly, diligently, impartially, and in a manner that promotes public confidence in City government. Employee shall maintain professional working relationships with Council members, staff, consultants, residents, neighboring governments, and public agencies.

11.02. Compliance with Law. Employee shall comply with applicable federal, state, and local law, including Minnesota public records and open meeting laws, municipal contracting laws, wage laws, election laws, conflicts laws, gift restrictions, personnel laws, and City ordinances.

11.03. Gift and Conflict Restrictions. Employee shall not solicit or accept gifts, favors, compensation, discounts, loans, meals, travel, or other things of value from persons with interests in City decisions except as permitted by law. Employee shall disclose actual or potential conflicts involving contracts, permits, enforcement matters, employment decisions, family relationships, clients, or outside business interests.

11.04. Confidential and Not Public Data. Employee shall protect confidential, private, nonpublic, privileged, security, personnel, labor relations, attorney-client, and other protected data. This obligation continues after separation from employment.

11.05. Political Activity. Employee shall not use City time, property, funds, data, staff, official authority, or City communications to support or oppose candidates, ballot questions, political committees, or political campaigns except as permitted by law. Employee retains personal political rights outside work subject to applicable law and City policy.

11.06. Outside Employment and Business Activities. Employee shall not engage in outside employment or business activities that interfere with City duties, create a conflict of interest, impair

availability, involve misuse of City data, or create an appearance that private clients receive preferential City treatment. Outside legal practice is governed by the separate City Attorney Agreement and the Conflict of Roles Policy.

11.07. No Harassment or Retaliation. Employee shall comply with City policies prohibiting discrimination, harassment, retaliation, workplace violence, and abusive conduct. Employee shall promptly report concerns as required by City policy and law.

Article XII - Dual Service; Relationship to City Attorney Agreement

12.01. Separate Roles. The Parties acknowledge that Employee may simultaneously serve as City Administrator and City Attorney. The Parties intend to preserve the legal distinction between those roles. When acting as Administrator, Employee acts as a City employee. When acting as City Attorney, Employee acts under the City Attorney Agreement and applicable professional responsibilities.

12.02. Role Identification. Employee shall use reasonable efforts to identify the capacity in which he is acting when providing written memoranda, recommendations, legal opinions, agenda materials, or advice to the Council. Examples include "Administrator Recommendation," "Administrative Report," "Legal Opinion," or "City Attorney Memorandum."

12.03. No Legal Services Under This Agreement. This Agreement does not retain Employee as City Attorney, does not establish legal billing rates, does not define the scope of legal representation, and does not waive any conflict rules applicable to lawyers. Legal services shall be provided only under the City Attorney Agreement or separate Council authorization.

12.04. Council as Legal Client. When Employee acts as City Attorney, the municipal corporation is the client acting through the Council and authorized officials. Individual Council members, officers, employees, and residents are not personal clients unless separately agreed in writing and permitted by law and professional rules.

12.05. Administrative Recommendations Distinguished from Legal Opinions. An administrative recommendation may rely on law, policy, budget, operations, resident service, risk, or management considerations. A legal opinion should be identified as such and should be provided only when Employee is acting in the City Attorney role or when independent counsel provides the opinion.

12.06. No Self-Review. Employee shall not provide the Council with legal advice approving, defending, or validating Employee's own administrative conduct, compensation, discipline, evaluation, reimbursement, or employment terms. Such matters shall be handled under Article XIII and the Conflict of Roles Policy.

Article XIII - Conflicts of Interest and Outside Counsel

13.01. Conflict of Roles Policy Incorporated. The Conflict of Roles Policy adopted by the Council is incorporated by reference. Employee shall comply with that Policy as a condition of employment.

13.02. Mandatory Outside Counsel Matters. Unless the Council expressly determines otherwise after independent advice, the City shall retain Special Counsel for matters involving Employee's performance evaluation, discipline, suspension, termination, compensation, reimbursement disputes, employment agreement amendments, personnel complaints against Employee, investigations of Employee, claims based on Employee's administrative actions, or legal review of decisions made by Employee as Administrator.

13.03. Employee Cooperation. Employee shall cooperate with Special Counsel by providing factual information, documents, access, and administrative support when requested, but shall not direct, supervise, limit, or interfere with Special Counsel's independent work.

13.04. Privilege and Access. Communications between the Council and Special Counsel concerning a conflict matter may be privileged. Employee shall not demand access to privileged communications except as authorized by Council or required by law.

13.05. Disclosure of Conflicts. Employee shall promptly disclose any circumstance that may create an actual, potential, or perceived conflict between administrative duties, legal duties, private legal practice, personal interests, family interests, or prior representations.

13.06. Council Determination. The Council may determine whether a conflict exists and may retain Special Counsel whenever the Council believes independent legal advice is necessary to protect the City, the Council, the public interest, or public confidence.

Article XIV - Performance Evaluation and Annual Goals

14.01. Annual Evaluation. The Council shall conduct a performance evaluation at least annually. The evaluation should assess implementation of Council goals, service to residents, financial administration, records compliance, staff supervision, meeting preparation, responsiveness, professionalism, ethics, and overall performance.

14.02. Evaluation Process. The Council may use the form in Exhibit D or another process approved by Council. The Council may conduct the evaluation in a meeting closed only to the extent permitted by the Minnesota Open Meeting Law and must follow any required procedures for closing and reopening the meeting.

14.03. Goals. The Council may adopt annual goals for the Administrator. Goals should be specific, measurable where practicable, realistic for a small city, tied to budget capacity, and consistent with Council priorities.

14.04. Self-Evaluation. Employee may provide a written self-evaluation before the Council evaluation. The self-evaluation may include accomplishments, challenges, recommendations, staffing needs, budget concerns, compliance issues, and proposed goals.

14.05. No Automatic Compensation Change. A positive evaluation does not create an automatic salary increase, bonus, contract extension, or benefit increase unless approved by Council action.

14.06. Special Counsel for Evaluation Advice. If legal advice is needed regarding evaluation procedure, performance concerns, discipline, severance, contract amendment, or termination, the Council should use Special Counsel under Article XIII.

Article XV - Discipline, Resignation, Termination, and Severance

15.01. Council Authority. Discipline, suspension, termination, severance approval, and material changes to employment terms are reserved to the Council unless delegated by law or Council action.

15.02. Progressive Discipline Not Required. The City may use coaching, written expectations, performance improvement plans, reprimands, suspension, or other corrective action, but nothing in this Agreement requires progressive discipline before termination unless required by law or expressly adopted by Council policy.

15.03. Resignation by Employee. Employee may resign by providing at least [60] days written notice to the City, unless the Council accepts a shorter notice period. The Council may place Employee on paid or unpaid administrative leave during the notice period consistent with law and this Agreement.

15.04. Termination Without Cause. The Council may terminate Employee without cause by majority vote at a duly noticed meeting. If Employee is terminated without cause and signs a release if required by the City, Employee shall receive the severance benefits stated in Section 15.07 and Exhibit B, subject to law.

15.05. Termination for Good Cause. The City may terminate Employee for Good Cause. Good Cause includes, but is not limited to, material violation of this Agreement or Personnel Policies; neglect of duty; dishonesty; theft; fraud; embezzlement; conviction of a felony or crime involving dishonesty, misuse of public funds, or public trust; willful violation of law; harassment or retaliation; insubordination to lawful Council direction; unauthorized destruction or concealment of City records; serious data practices violation; conflict of interest violation; misuse of City property; loss of required licensure or eligibility; or conduct materially impairing Employee's ability to perform the position.

15.06. Effect of Termination for Good Cause. If Employee is terminated for Good Cause, the City shall have no obligation to pay severance or continue discretionary benefits, except wages earned, accrued leave owed under law or policy, and benefits required by law.

15.07. Severance. If Employee is terminated without cause while willing and able to perform the duties of the position, the City shall pay severance equal to [three (3) months] of base salary at Employee's then-current salary, less required withholdings, subject to Employee signing a release of claims in a form acceptable to the City if required by Council. The Council may choose a different severance period in Exhibit B.

15.08. No Severance for Resignation or Expiration. Employee shall not receive severance if Employee resigns, retires, abandons the position, declines to continue employment, is terminated for Good Cause, or the Agreement expires by its own terms without renewal, unless the Council expressly approves otherwise.

15.09. Administrative Leave. The Council may place Employee on paid administrative leave during investigation, transition, evaluation, separation negotiations, or pending termination. Administrative leave is not discipline unless the Council states otherwise.

15.10. Final Pay. Final wages, earned compensation, and leave payouts shall be paid according to Minnesota law, City policy, and this Agreement. Severance, if any, is separate from wages earned.

Article XVI - Return of Property, Transition, and Survival

16.01. Return of Property. Upon request or separation, Employee shall return City property, keys, devices, passwords, records, files, badges, credit cards, documents, storage media, and equipment. Employee shall not retain City records except as authorized by law and Council direction.

16.02. Transition Assistance. Upon resignation or termination, Employee shall provide reasonable transition assistance if requested by the Council, including status lists, passwords and access instructions through secure means, pending deadlines, contract files, agenda calendars, budget status, data requests, claims, and consultant contacts.

16.03. Confidentiality Survival. Employee's duties regarding confidentiality, protected data, attorney-client information, records preservation, return of property, and cooperation with lawful City requests survive the end of employment.

16.04. No Destruction or Deletion. Employee shall not delete, destroy, alter, wipe, conceal, or transfer City records, devices, accounts, messages, or files except as authorized by law and City retention policy.

Article XVII - General Legal Provisions

17.01. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota and applicable federal law, without regard to conflict-of-law principles.

17.02. Entire Agreement. This Agreement and its exhibits constitute the entire employment agreement between the Parties regarding the City Administrator position and supersede prior employment agreements, understandings, negotiations, or representations concerning that position. This Agreement does not supersede the City Attorney Agreement unless expressly stated in writing and approved by the Council.

17.03. Amendments. This Agreement may be amended only by written instrument approved by the Council and signed by the Parties. Material amendments affecting Employee's compensation, benefits, legal status, conflicts, or dual roles should be reviewed by Special Counsel before approval.

17.04. Severability. If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions shall remain in effect to the maximum extent permitted by law.

17.05. Waiver. Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that provision or any other provision.

17.06. Notices. Notices under this Agreement shall be in writing and delivered personally, by mail, or by City email with confirmation to the addresses or accounts designated by the Parties. Notice to the City shall be directed to the Mayor and Acting Mayor or another Council-designated representative.

17.07. Counterparts and Electronic Copies. This Agreement may be signed in counterparts and by electronic copy if authorized by Council action and law. A signed copy shall have the same effect as an original.

17.08. No Third-Party Beneficiaries. This Agreement is for the benefit of the City and Employee only and creates no rights in residents, contractors, consultants, employees, applicants, or other third parties.

17.09. Indemnification. The City shall defend and indemnify Employee to the extent required by Minnesota law for acts within the performance of duties and subject to statutory limits and exclusions. This provision does not expand indemnification beyond what is required or authorized by law.

17.10. Council Approval Required. This Agreement is not effective until approved by Council action and signed by the authorized City representatives and Employee.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date stated above.

CITY OF BIRCHWOOD VILLAGE

EMPLOYEE

By: _____
Its Mayor

H. Alan Kantrud

Date: _____

Date: _____

Attest: _____
Its City Clerk / Acting Clerk

Approved by Council on: _____

Exhibit A - Duties and Authority Matrix

This matrix is intended to clarify routine administrative authority. It does not override Minnesota law, City Code, Council action, budget limits, or the Conflict of Roles Policy.

Function	Administrator Authority	Council Authority / Limitation
Agenda preparation	Prepare agendas and packets in coordination with Mayor and Council rules.	Council controls meeting procedures, agenda approval, and final action.
Budget	Prepare draft budget, gather data, recommend options.	Adopt budget and levy; approve material amendments.
Purchasing	Approve routine budgeted purchases within Exhibit C.	Approve contracts or purchases above delegated limits.
Personnel scheduling	Assign routine work and schedules.	Approve hiring, termination, compensation, and discipline unless delegated.
Contracts	Administer approved contracts and monitor performance.	Approve contracts requiring Council action.
Records requests	Coordinate responses and preservation.	Set policy; consult counsel when necessary.
Legal advice	None under this Agreement.	Legal advice is under City Attorney Agreement or Special Counsel.
Administrator evaluation	Provide self-evaluation and factual information.	Council evaluates; Special Counsel advises if legal advice needed.

Exhibit B - Compensation and Benefits Schedule

This schedule must be completed before execution. The bracketed amounts below are policy choices for Council decision.

Item	Term
Base Salary	\$ 40,000 annually
Pay Period	According to City payroll schedule
PERA	As required or permitted by law
Insurance	[health insurance] or [\$0.00 monthly taxable stipend in lieu of insurance]
PTO	[] days per year; carryover [] days; payout [] days
Holidays	[Federal holidays / City holidays / personnel policy]
Severance Without Cause	[three (3) months] base salary, subject to release if required
Resignation Notice	[60] days
Professional Development Budget	\$0.00 annually
Cell Phone / Technology	\$0.00 monthly stipend
Mileage	IRS standard mileage rate

Exhibit C - Purchasing and Contracting Authority Schedule

Council should select specific dollar limits. Suggested defaults are shown in brackets for discussion only.

Category	Authority / Limitation
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CITY OF BIRCHWOOD VILLAGE - CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

Routine budgeted purchase	Up to [??????] per purchase if within adopted budget and not otherwise requiring Council approval.
Professional services	Council approval required unless specifically budgeted and delegated.
Emergency repair or service	Up to [\$10,000] when necessary to protect safety, infrastructure, records, or continuity; Mayor and Council notice required as soon as practicable.
Change orders	Up to lesser of [\$2,500] or [10%] of approved contract if within contingency and reported to Council.
Unbudgeted expenditure	Council approval required except emergency authority.
Contracts requiring sealed bids or quotes	Must comply with Minnesota law and City policy.
Settlement or litigation payment	Council approval required; use Special Counsel if conflict exists.
Administrator compensation or benefits	Council approval and Special Counsel review recommended.

Exhibit D - Annual Performance Review Form

The Council may use this form or adopt another evaluation process. Ratings may be numerical, narrative, or both.

Evaluation Area	Rating	Comments	Goals / Follow-up
Council policy implementation			
Budget and financial management			
Agenda preparation and meeting support			
Resident service and responsiveness			
Records management and data practices compliance			
Open Meeting Law support			
Staff supervision and consultant coordination			
Infrastructure and capital planning coordination			
Professional judgment and ethics			
Communication with Council			
Technology and cybersecurity practices			
Progress on annual goals			
Overall performance			

Exhibit E - Role Identification and Conflict Checklist

Use this checklist when preparing agenda materials, memoranda, recommendations, legal opinions, or Council action items involving Employee.

- ☐ Is the document an Administrator recommendation, staff report, or legal opinion?
- ☐ Does the matter involve Employee's own administrative conduct?
- ☐ Does the matter affect Employee's compensation, benefits, discipline, evaluation, or contract?
- ☐ Does the matter involve a personnel complaint or investigation involving Employee?
- ☐ Does the matter require legal advice about a decision Employee made as Administrator?
- ☐ Could a reasonable resident question whether legal advice is independent?
- ☐ Should Special Counsel be retained before Council action?
- ☐ Has the role been clearly labeled in the agenda packet?
- ☐ Have public records, Open Meeting Law, and data practices issues been considered?
- ☐ Has the Council made the final decision in a public meeting where required?

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

**CITY ATTORNEY
PROFESSIONAL SERVICES AGREEMENT**

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CITY ATTORNEY PROFESSIONAL SERVICES AGREEMENT

THIS CITY ATTORNEY PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into effective as of [_____], 2026 (the "Effective Date"), by and between the City of Birchwood

Village, a Minnesota municipal corporation (the "City"), and H. Alan Kantrud, an attorney licensed to practice law in the State of Minnesota (the "Attorney"). The City and Attorney may be referred to individually as a "Party" and collectively as the "Parties."

Article I - Parties, Recitals, and Effective Date

1.01. City. The City is a Minnesota municipal corporation acting through its City Council. The City Council is the governing body authorized to appoint, retain, supervise, evaluate, and terminate the services of the City Attorney, except to the extent authority is delegated by law, ordinance, resolution, this Agreement, or other official Council action.

1.02. Attorney. Attorney is a Minnesota attorney retained to provide municipal legal services to the City. Attorney accepts the appointment and agrees to perform legal services professionally, independently, and in accordance with the Minnesota Rules of Professional Conduct, applicable law, this Agreement, lawful Council direction, and the best interests of the City as the municipal client.

1.03. Separate Employment Relationship. The Parties acknowledge that Attorney may also be employed by the City as City Administrator under a separate City Administrator Employment Agreement. This Agreement governs only the attorney-client and professional-services relationship. The City Administrator Employment Agreement governs only the employment relationship.

1.04. Purpose of Separation. The Parties intend to preserve clarity, independent legal judgment, attorney-client privilege, public accountability, and appropriate conflict-management procedures by keeping the City Attorney function separate from the City Administrator function.

1.05. Effective Date. This Agreement becomes effective on the Effective Date stated above after approval by the City Council and execution by the authorized representatives of the Parties. If the City Council desires retroactive effect, the Council should state that intent expressly in its approving resolution.

1.06. Independent Review Recommended. Because the Attorney may simultaneously be a City employee and may be asked to sign an agreement with the City, the Council should obtain review by independent legal counsel before approving this Agreement or any material amendment to it.

Article II - Definitions

Administrator Agreement: the City Administrator Employment Agreement between the City and Attorney, if Attorney is also employed as City Administrator.

Attorney: H. Alan Kantrud, and any approved associate, substitute attorney, or law-firm personnel expressly authorized by the Council to perform services under this Agreement.

City Attorney Function: legal advice, representation, drafting, advocacy, privileged analysis, legal risk assessment, and other professional legal services provided to the City.

City Administrator Function: administration, operations management, staff coordination, agenda preparation, budgeting, records administration, purchasing, and other employee duties performed under the Administrator Agreement.

Conflict of Roles Policy: the Council-adopted policy governing dual service, role identification, mandatory outside counsel, and procedures for conflicts arising from one individual serving as both City Attorney and City Administrator.

General Legal Services: routine municipal legal services within the monthly retainer as described in Article V and Exhibit A.

Extraordinary Services: legal services outside the monthly retainer as described in Article VI and Exhibit C.

Matter: a legal question, project, claim, dispute, contract review, ordinance, enforcement action, litigation item, investigation, employment issue, or other identifiable assignment for legal services.

Special Counsel: independent outside legal counsel retained by the City when the Attorney has an actual, potential, or perceived conflict or when the Council determines independent advice is appropriate.

Monthly Retainer: the fixed monthly compensation of \$2,500 paid to Attorney for General Legal Services under Article VII and Exhibit B.

Terms not defined in this Article shall have the meaning assigned by applicable Minnesota law, City ordinance, Council policy, the Administrator Agreement, the Conflict of Roles Policy, or ordinary municipal usage.

Article III - Appointment, Legal Status, and Term

3.01. Appointment as City Attorney. The City appoints Attorney as City Attorney for the City of Birchwood Village, subject to the terms of this Agreement, applicable law, and continuing Council approval. Attorney accepts the appointment.

3.02. Professional Services Relationship. Attorney provides services under this Agreement in a professional legal capacity. This Agreement does not create a City employment relationship for legal services, does not make the Monthly Retainer administrator salary, and does not create entitlement to employee benefits, PTO, PERA credit, insurance, or other employment benefits on the Monthly Retainer unless required by law or expressly approved by Council after independent review.

3.03. Separate Employment Status. If Attorney is also employed as City Administrator, that employment status exists only under the Administrator Agreement. Nothing in this Agreement shall be construed to eliminate, expand, or modify any rights or obligations under the Administrator Agreement except where this Agreement expressly refers to dual-service conflicts and separation of roles.

3.04. Tax and Payroll Treatment. The Parties intend to keep the legal-services compensation separate from City Administrator wages. The City shall determine the appropriate payment, reporting, tax, payroll, and accounting treatment after consultation with its auditor, accountant, payroll provider, or independent counsel as needed. The substantive separation of roles stated in this Agreement shall not be deemed waived by the method of payment processing.

3.05. Term. The initial term of this Agreement begins on the Effective Date and continues until [_____], unless earlier terminated under Article XV. If the City prefers an indefinite appointment, the preceding sentence may be replaced with: "This Agreement shall continue until terminated by either Party under Article XV."

3.06. Annual Reappointment. The Council may review the City Attorney appointment annually in connection with its organizational meeting or other annual appointments. Annual reappointment is not required unless required by ordinance, policy, resolution, or Council direction.

Article IV - Client, Authority, and Reporting Relationship

4.01. Municipal Client. Attorney represents the City of Birchwood Village as a municipal corporation. Attorney does not represent the Mayor, individual Councilmembers, City employees, committee members, commissioners, consultants, residents, applicants, permit holders, complainants, or private parties in their individual capacities unless separately authorized in writing and permitted by the Minnesota Rules of Professional Conduct.

4.02. Council as Governing Authority. Attorney receives policy direction from the Council acting as a body. Attorney may receive administrative assignments from the Mayor, City Administrator, or staff only to the extent consistent with Council policy, this Agreement, and the Conflict of Roles Policy.

4.03. No Individual Control of Legal Opinion. No individual Councilmember, including the Mayor, may direct Attorney to alter, suppress, or withhold a legal opinion from the Council when Attorney determines that disclosure to the Council is necessary for the City as client.

4.04. Communications with Officials. Attorney may communicate with the Mayor, Councilmembers, City staff, consultants, and board or commission members as reasonably necessary to provide legal services. Attorney should use judgment to preserve attorney-client privilege and avoid creating serial meetings or communications that could implicate open-meeting concerns.

4.05. Authority to Act. Attorney may provide legal advice, draft documents, attend meetings, communicate with opposing counsel, and perform routine legal tasks within the scope of this Agreement. Attorney shall not

initiate litigation, settle claims, bind the City to a contract, waive legal rights, approve special assessments, admit liability, or authorize expenditures beyond approved authority unless expressly authorized by the Council or allowed by law in an emergency.

4.06. Coordination with Administrator. When Attorney is not the Administrator, Attorney shall coordinate routine legal matters with the City Administrator. When Attorney is also the Administrator, Attorney shall comply with the Dual Role Identification Protocol in Exhibit D and the Conflict of Roles Policy.

Article V - Scope of General Legal Services

5.01. General Scope. Attorney shall provide General Legal Services reasonably necessary for the City's routine municipal operations, subject to the Monthly Retainer, this Agreement, and Council direction.

5.02. Council and Meeting Support. General Legal Services include attendance at regular City Council meetings when requested or reasonably necessary, review of agendas and packets for legal issues, preparation of routine resolutions and ordinances, and legal guidance during meetings.

5.03. Routine Legal Advice. General Legal Services include routine legal advice to the Council, Mayor, Administrator, Clerk, staff, Planning Commission, and other City bodies regarding municipal authority, ordinances, contracts, public meetings, public records, land use, code enforcement, personnel administration, procurement, easements, public property, and intergovernmental matters.

5.04. Document Drafting and Review. General Legal Services include drafting and review of routine ordinances, resolutions, agreements, leases, licenses, easements, permit conditions, policies, notices, correspondence, memoranda, agenda materials, and other municipal documents.

5.05. Land Use and Planning. General Legal Services include routine advice on zoning, variances, conditional use permits, subdivision matters, shoreland issues, findings, public hearings, code interpretation, Planning Commission procedure, and related municipal land-use matters.

5.06. Code Enforcement. General Legal Services include routine advice regarding code enforcement, notices of violation, abatement procedures, nuisance matters, citation review, settlement recommendations, and coordination with enforcement personnel, provided that litigation and prosecution are governed by Articles VI and IX.

5.07. Data Practices and Open Meetings. General Legal Services include routine advice regarding the Minnesota Government Data Practices Act, the Minnesota Open Meeting Law, meeting notices, closed meetings, public records, data classification, data requests, and record retention.

5.08. Personnel and Labor. General Legal Services include routine advice on personnel policies, employee discipline procedure, employment contracts, workplace issues, and personnel data; however, matters involving Attorney's own employment, performance, compensation, discipline, investigation, or termination shall be handled by Special Counsel.

5.09. Contracting and Procurement. General Legal Services include routine advice regarding municipal contracting, procurement, quotes, bidding thresholds, professional services, cooperative purchasing, public works contracts, grant agreements, and vendor disputes.

5.10. Insurance and Claims Coordination. General Legal Services include routine coordination with the City's insurer, risk pool, claims representatives, and outside defense counsel, provided that formal litigation representation is governed by Articles VI and IX.

5.11. Limit of Scope. The Monthly Retainer covers General Legal Services. It does not include Extraordinary Services unless the Council expressly includes them in the retainer by written amendment or separately authorizes them under Article VI.

Article VI - Services Outside the Monthly Retainer

6.01. Extraordinary Services Defined. Extraordinary Services are legal services outside the ordinary recurring needs of the City and outside the Monthly Retainer unless expressly approved otherwise by Council. Extraordinary Services may include unusually time-intensive projects, active litigation, administrative contested cases, major real-estate transactions, bond or finance work, special assessments requiring extensive proceedings,

major investigations, labor negotiations, union matters, condemnation, appeals, major ordinance recodification, or any matter the Council designates as extraordinary.

6.02. Written Authorization Required. Attorney shall not charge or receive additional compensation for Extraordinary Services unless the Council approves a separate written authorization, fee arrangement, or amendment. The authorization should identify the Matter, scope, fee structure, budget, reporting expectations, and whether Special Counsel is required.

6.03. No Implied Extra Billing. The City shall not be responsible for additional attorney fees beyond the Monthly Retainer unless those fees are approved in writing before the work is performed, except in a documented emergency where immediate legal action is required to protect the City and Council approval is obtained as soon as practicable.

6.04. Special Counsel Preferred for Conflicted Matters. If the Extraordinary Service involves the Administrator Agreement, Attorney's compensation, Attorney's conduct as Administrator, or any matter where Attorney would advise on his own actions, the Matter shall be referred to Special Counsel rather than handled by Attorney.

6.05. Examples of Matters Requiring Separate Authorization. The following matters require separate Council authorization unless the Council determines they are routine and within the retainer: commencement of lawsuits, defense of litigation not assigned to insurer-appointed counsel, settlement negotiations exceeding administrative authority, major employment investigations, bond counsel work, environmental enforcement, formal administrative hearings, appeals, condemnation, annexation, or major public infrastructure disputes.

Article VII - Compensation, Invoicing, and Payment

7.01. Monthly Retainer. The City shall pay Attorney a fixed Monthly Retainer of Two Thousand Five Hundred Dollars (\$2,500) per month for General Legal Services. The Monthly Retainer equals Thirty Thousand Dollars (\$30,000) per year if paid for twelve full months.

7.02. Payment Schedule. The Monthly Retainer shall be paid monthly in arrears after submission of a monthly invoice or service summary, unless the Council directs payment in advance. Payment shall be made according to the City's ordinary claims-approval and accounts-payable process.

7.03. No Hourly Billing for General Services. Attorney shall not separately bill hourly fees for General Legal Services covered by the Monthly Retainer. The fixed retainer is intended to provide budget predictability and avoid disputes over routine legal time.

7.04. Monthly Summary. Attorney shall provide a monthly summary of legal services sufficient for Council oversight and public accountability, while preserving attorney-client privilege, work-product protection, litigation strategy, confidential personnel data, and nonpublic data. The summary may identify categories of work rather than detailed privileged communications.

7.05. Expenses. The Monthly Retainer includes ordinary office overhead, local telephone, routine electronic communication, and ordinary document preparation. Filing fees, recording fees, publication charges, court costs, title work, service-of-process fees, mediator fees, transcript charges, extraordinary copying, travel outside the metropolitan area, and other third-party costs shall be separately reimbursable only if preapproved or reasonably necessary for an authorized Matter.

7.06. No Benefits on Retainer. The Monthly Retainer is not City Administrator salary and shall not be used to calculate PTO, severance, PERA, insurance eligibility, deferred compensation, or other employee benefits unless required by law or expressly approved by Council after independent review.

7.07. Budgeting. The City shall budget the Monthly Retainer as legal services or City Attorney expense rather than administrative wages, unless the City's auditor or independent accounting advice recommends a different classification for financial reporting purposes.

7.08. Annual Review of Retainer. The Council may review the Monthly Retainer annually. Any adjustment must be approved by Council in writing. If Attorney is also City Administrator, any adjustment to this Agreement should be reviewed under the Conflict of Roles Policy before approval.

Article VIII - Meeting Attendance, Agenda Review, and Written Opinions

8.01. Regular Council Meetings. Attorney shall attend regular Council meetings when requested by the Council, Mayor, Administrator, or when Attorney determines that legal presence is reasonably necessary due to the nature of the agenda.

8.02. Special and Emergency Meetings. Attorney shall attend special or emergency meetings when requested and reasonably available. If Attorney is unavailable and legal advice is necessary, the Council may retain Special Counsel or another attorney for that meeting.

8.03. Agenda Review. Attorney shall review draft agendas, proposed ordinances, proposed resolutions, and significant contracts when requested or when legal review is reasonably necessary. Attorney is not responsible for agenda administration unless serving separately as Administrator.

8.04. Written Opinions. Attorney shall provide written legal opinions when requested by a majority of the Council, the Mayor with Council direction, or the Administrator acting within delegated authority. Written opinions should identify assumptions, controlling law, risk level, and recommended action where appropriate.

8.05. Verbal Advice. Attorney may provide verbal advice during meetings or consultations. Where the matter is significant, contested, or likely to affect rights or expenditures, Attorney may recommend that advice be reduced to writing.

8.06. Role Labeling. When Attorney also serves as Administrator, written memoranda, agenda items, recommendations, and meeting statements shall identify whether the communication is made as City Attorney, City Administrator, or both, consistent with Exhibit D and the Conflict of Roles Policy.

Article IX - Litigation, Claims, Settlements, and Enforcement Matters

9.01. Litigation Authority. Attorney shall not commence litigation, file an appeal, initiate a contested administrative proceeding, or materially expand litigation without Council approval, except where immediate action is necessary to preserve a deadline, prevent default, protect privileged material, or avoid immediate harm to the City. Any emergency action shall be reported to the Council as soon as practicable.

9.02. Defense and Insurance Coordination. When a claim is tendered to the City's insurer or risk pool, Attorney shall coordinate with the City, insurer, and appointed defense counsel. Attorney shall not interfere with insurer-appointed counsel but may advise the Council regarding municipal policy, settlement authority, conflicts, and local government implications.

9.03. Settlement Authority. Attorney has no independent authority to settle claims, waive rights, admit liability, or approve payments unless authorized by Council action, insurance-appointed counsel authority, law, or a written delegation approved by the Council.

9.04. Code Enforcement and Prosecution. Routine pre-litigation code enforcement advice is included in General Legal Services. Court prosecution, contested hearings, appeals, or substantial enforcement litigation require separate Council authorization unless the Council has separately included such services in the Monthly Retainer.

9.05. Claims Involving Attorney or Administrator. Any claim, threatened claim, investigation, complaint, or litigation involving Attorney personally, Attorney's law practice, or Attorney's actions as City Administrator shall be referred to Special Counsel. Attorney may provide factual information but shall not serve as the City's legal advisor on that Matter.

9.06. Preservation of Evidence. Attorney may advise the City on litigation holds, evidence preservation, data retention, and privilege protection. If the hold concerns Attorney's own conduct as Administrator, Special Counsel should issue the litigation hold and manage the related legal advice.

Article X - Attorney-Client Privilege, Confidentiality, and Public Records

10.01. Privilege Belongs to the City. The attorney-client privilege belongs to the City as the municipal client and is exercised by the Council or as otherwise provided by law. Individual officials and employees shall not assume that communications with Attorney create personal attorney-client relationships.

10.02. Confidentiality. Attorney shall protect confidential communications, attorney work product, nonpublic data, personnel data, litigation strategy, and other protected information in accordance with applicable law and professional obligations.

10.03. Public Records. The Parties acknowledge that records created, received, or maintained in connection with City business may be subject to Minnesota public-records, data-practices, and records-retention laws. Attorney shall cooperate with the City in responding to lawful data requests while preserving applicable privileges and data classifications.

10.04. Privileged Records. Attorney shall mark privileged memoranda and confidential legal communications appropriately when feasible. Privileged labels do not determine legal status by themselves but assist with proper handling.

10.05. Use of Personal or Law-Firm Systems. Attorney shall use reasonable safeguards when using personal, law-firm, or cloud-based systems for City legal work. Attorney shall preserve City legal files, protect access credentials, use secure transmission for sensitive materials when appropriate, and ensure that City files can be transferred upon termination or transition.

10.06. No Privilege for Administrative Communications. Communications made by Attorney solely in the City Administrator Function may not be privileged merely because Attorney is a lawyer. Role identification is therefore important for preserving privilege and avoiding confusion.

Article XI - Dual Service and Relationship to City Administrator Agreement

11.01. Separate Capacities. When acting as City Attorney, Attorney provides independent legal services to the City. When acting as City Administrator, Attorney acts as a City employee performing administrative duties. The same individual may hold both roles only if the Council determines the arrangement serves the City and adopts appropriate conflict-management procedures.

11.02. No Merger of Agreements. This Agreement and the Administrator Agreement are separate agreements. A breach, amendment, compensation adjustment, termination, or dispute under one agreement shall not automatically alter the other agreement unless expressly stated by Council action and permitted by law.

11.03. Administrative Supervision Does Not Control Legal Judgment. Any supervisory or employment relationship arising from the Administrator Agreement shall not impair Attorney's independent professional judgment as City Attorney. Attorney shall provide candid legal advice even where that advice differs from an administrative recommendation.

11.04. Legal Advice About Administrator Conduct. Attorney shall not serve as the City's legal advisor on the legality, propriety, performance, compensation, discipline, investigation, or termination of Attorney's own actions as City Administrator. Those matters shall be referred to Special Counsel.

11.05. Council Communications. When Attorney is also Administrator, the Council may communicate directly with Attorney in either role, but the communication should be clearly identified where role clarity matters. The Council may request Special Counsel when it wants legal advice independent of the Administrator.

11.06. No Waiver of Conflicts. The City's decision to employ Attorney as Administrator and retain Attorney as City Attorney does not waive future conflicts. Conflicts shall be evaluated Matter-by-Matter under the Conflict of Roles Policy and the Minnesota Rules of Professional Conduct.

Article XII - Conflicts of Interest and Special Counsel

12.01. General Conflict Standard. Attorney shall monitor for actual, potential, and perceived conflicts of interest. If Attorney reasonably believes a conflict may exist, Attorney shall disclose the issue to the Council or Mayor as appropriate and recommend referral to Special Counsel when required.

12.02. Mandatory Special Counsel Matters. The City shall retain Special Counsel for matters involving: Attorney's compensation under this Agreement; Attorney's employment, evaluation, discipline, severance, or termination under the Administrator Agreement; complaints or investigations concerning Attorney; claims or litigation involving Attorney's administrative actions; disputes between Attorney and the City; or any other Matter where Attorney would be required to advise the City about Attorney's own conduct, rights, obligations, or liability.

12.03. Optional Special Counsel. The Council may retain Special Counsel whenever it determines independent legal advice would benefit the City, even if Attorney does not believe a conflict exists. Such decisions shall not be considered criticism of Attorney.

12.04. Attorney Cooperation with Special Counsel. Attorney shall cooperate with Special Counsel by providing factual information, City records, background documents, and transition support, while not directing or controlling Special Counsel's legal advice or investigation.

12.05. No Retaliation or Adverse Inference. Attorney shall not be penalized for identifying a conflict or recommending Special Counsel. Use of Special Counsel shall not imply wrongdoing by Attorney or the City.

12.06. Private Clients and Outside Practice. Attorney shall maintain conflict-check procedures for any private legal practice. Attorney shall not represent private clients in matters directly adverse to the City, matters involving City permits or approvals, or matters that would materially limit Attorney's ability to represent the City, unless permitted by the Minnesota Rules of Professional Conduct and approved by the Council after independent review.

Article XIII - Professional Standards, Licensing, and Insurance

13.01. Licensure. Attorney shall remain duly licensed and in good standing to practice law in Minnesota throughout the term of this Agreement. Attorney shall notify the City promptly of any suspension, public discipline, incapacity, or material limitation affecting the ability to provide legal services.

13.02. Professional Conduct. Attorney shall comply with the Minnesota Rules of Professional Conduct, applicable court rules, and the duties of loyalty, confidentiality, competence, diligence, candor, and communication owed to the City as client.

13.03. Professional Liability Insurance. Attorney shall maintain professional liability insurance in an amount not less than \$500,000 per claim / \$1,000,000 aggregate], unless waived by the Council after independent review. Attorney shall provide proof of coverage upon request.

13.04. Cybersecurity and Confidentiality Safeguards. Attorney shall use reasonable administrative, technical, and physical safeguards to protect City confidential information, privileged records, nonpublic data, and work product. Attorney shall notify the City promptly of any suspected unauthorized access to City legal files or sensitive City legal communications.

13.05. Substitute Attorneys. Attorney may not delegate primary City Attorney responsibilities to another attorney without Council approval, except for temporary coverage, emergency matters, conflict screening, or specialized matters where delegation is reasonably necessary and not contrary to Council direction.

13.06. No Guarantee of Outcome. Attorney shall provide professional legal judgment and diligent representation but does not guarantee any outcome, court result, agency decision, settlement, enforcement success, or legal interpretation by another authority.

Article XIV - Files, Work Product, Records Retention, and Transition

14.01. City Legal Files. Legal files created for City Matters are maintained for the benefit of the City subject to attorney-client privilege, work-product doctrine, legal ethics duties, and records-retention requirements. Attorney shall organize City legal files so they can be reasonably transferred to successor counsel.

14.02. Work Product. Attorney work product prepared for the City belongs to the City to the extent permitted by law and professional rules. Attorney may retain copies as necessary for professional responsibility, malpractice defense, conflicts checks, billing records, and law-firm file retention.

14.03. Records Retention. Attorney shall cooperate with the City to retain, transfer, or dispose of City legal records consistent with applicable records-retention schedules, legal holds, court rules, and professional obligations.

14.04. Transition Upon Termination. Upon termination of this Agreement, Attorney shall cooperate with the City and successor counsel to transfer active files, calendars, deadlines, pleadings, contracts, opinions, privileged materials, and pending Matter summaries. Attorney shall not withhold City files due to fee disputes unless permitted by law and professional rules.

14.05. Final Matter List. Upon request at transition, Attorney shall provide a final list of open legal Matters, known deadlines, responsible contacts, pending claims, and recommended immediate actions, subject to privilege and data-practices limitations.

Article XV - Termination and Suspension of Services

15.01. Termination by City. The City may terminate this Agreement at any time by majority vote of the Council and written notice to Attorney, subject to payment for services authorized and performed through the effective termination date.

15.02. Termination by Attorney. Attorney may terminate this Agreement by providing at least [30] days' written notice to the City, subject to professional obligations regarding withdrawal, protection of client interests, court approval where required, and reasonable transition assistance.

15.03. Immediate Suspension. The Council may immediately suspend assignment of new legal Matters to Attorney if the Council determines that a conflict, disciplinary issue, incapacity, insurance lapse, loss of licensure, or other serious concern requires temporary reassignment pending review.

15.04. Effect on Administrator Agreement. Termination of this Agreement does not automatically terminate the Administrator Agreement. Termination of the Administrator Agreement does not automatically terminate this Agreement. The Council must act separately unless its motion or resolution expressly addresses both relationships.

15.05. Final Payment. Upon termination, the City shall pay any unpaid Monthly Retainer amounts earned through the termination date, prorated if necessary, and any separately authorized reimbursable expenses or Extraordinary Services. The City shall not owe severance under this Agreement.

15.06. Survival. The provisions regarding confidentiality, privilege, records, file transfer, conflicts, cooperation, payment for authorized services, and general legal obligations survive termination to the extent necessary to protect the City and comply with law.

Article XVI - General Legal Provisions

16.01. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.02. Entire Agreement. This Agreement, together with approved exhibits and any Council-approved amendments, constitutes the entire agreement between the Parties regarding City Attorney professional services. It does not replace the Administrator Agreement or the Conflict of Roles Policy.

16.03. Amendments. This Agreement may be amended only by written agreement approved by the Council and signed by the authorized representatives of the Parties. If Attorney is also City Administrator, material amendments affecting compensation, conflicts, or dual service should be reviewed by Special Counsel.

16.04. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in effect to the maximum extent permitted by law, unless the invalid provision is material to the Agreement's purpose.

16.05. No Waiver. Failure to enforce any provision shall not constitute a waiver of that provision or any other provision.

16.06. Notices. Notices under this Agreement shall be given in writing to the Mayor, City Administrator, and Attorney at the addresses or email addresses designated by the Parties. Notices concerning Attorney's own employment or compensation should also be provided to Special Counsel if retained for that Matter.

16.07. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one agreement.

16.08. Council Approval Required. This Agreement is not binding until approved by the City Council in open session or as otherwise required by law and signed by authorized representatives.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this City Attorney Professional Services Agreement as of the Effective Date stated above.

CITY OF BIRCHWOOD VILLAGE

By: _____
 Name: _____
 Title: Mayor
 Date: _____

ATTORNEY

By: _____
 H. Alan Kantrud
 Date: _____

Approved by the City Council on: _____

Attest: _____

City Clerk / City Administrator

Exhibit A - General Legal Services Scope Matrix

This matrix is intended to clarify which services are included in the Monthly Retainer and which require separate authorization.

Service Category	Included in Monthly Retainer	Separate Authorization Required	Notes
Regular Council meeting attendance	Yes	No	Subject to reasonable availability and need.
Routine legal advice	Yes	No	Includes municipal authority, open meetings, data practices, contracts, land use, personnel, and enforcement.
Ordinance and resolution drafting	Yes	Sometimes	Major recodification or unusually extensive drafting may be extraordinary.
Routine contract review	Yes	No	Includes ordinary vendor, service, lease, license, and intergovernmental agreements.
Land use and planning support	Yes	Sometimes	Routine planning matters included; litigation or contested appeals require authorization.
Code enforcement advice	Yes	Sometimes	Pre-litigation included; court appearances or appeals require authorization.
Litigation	No	Yes	Council authorization required unless emergency action is needed to preserve rights.
Bond counsel / public finance	No	Yes	Usually handled by specialized counsel.
Administrator employment or discipline matters	No	Special Counsel Required	Mandatory conflict referral.
Attorney compensation amendment	No	Special Counsel Recommended	Review under Conflict of Roles Policy.

Exhibit B - Compensation and Retainer Schedule

B.01. Monthly Retainer. The Monthly Retainer is \$2,500 per month for General Legal Services.

B.02. Annualized Amount. If paid for twelve full months, the annualized retainer amount is \$30,000.

B.03. Payment Method. Payment shall be processed through the City's ordinary claims and accounts-payable process unless the City's auditor, accountant, payroll provider, or independent legal counsel recommends a different processing method.

B.04. Proration. If this Agreement begins or ends mid-month, the Monthly Retainer shall be prorated based on the number of calendar days in the month unless the Council approves a different proration method.

B.05. Extraordinary Services. No additional compensation is owed for Extraordinary Services unless approved in writing by the Council before the work is performed, except for emergency work later ratified by the Council.

B.06. Expenses. Expenses are reimbursable only as provided in Section 7.05.

Exhibit C - Extraordinary Services Authorization Form

Matter Name: _____

Requested By: _____

Description of Matter: _____

Reason Matter Is Outside Monthly Retainer: _____

Proposed Scope of Work: _____

Proposed Fee Structure / Budget: _____

Conflict Review Completed: Yes / No

Special Counsel Required: Yes / No

Council Approval Date: _____

Authorized By: _____

Exhibit D - Dual Role Identification Protocol

When the same individual serves as City Attorney and City Administrator, communications should identify the role in which the communication is made whenever role clarity is material.

- Use "City Attorney Memorandum" for legal opinions, legal risk analysis, privileged advice, litigation strategy, contract legal review, ordinance legal analysis, or matters requiring independent legal judgment.
- Use "City Administrator Memorandum" for operational recommendations, budget administration, agenda administration, staff coordination, vendor management, record administration, resident service, or implementation of Council policy.
- Use "Joint Role Communication" only where both legal and administrative recommendations are being provided, and separate the legal analysis from the administrative recommendation.
- When uncertain, label the communication and ask the Council whether independent legal review is desired.
- Do not use the City Attorney role to provide legal advice about the Attorney's own compensation, performance, discipline, investigation, or administrative conduct.

Question	Administrator Role	Attorney Role
Who prepares agenda logistics?	Administrator	Not attorney work unless legal issue exists.
Who advises whether an agenda item is legally sufficient?	May flag issue	Attorney

CITY OF BIRCHWOOD VILLAGE - CITY ATTORNEY PROFESSIONAL SERVICES AGREEMENT

Who negotiates routine vendor scheduling?	Administrator	No
Who reviews legal terms in vendor contract?	May coordinate	Attorney
Who advises Council on Administrator performance?	No	Special Counsel
Who advises Council on Attorney retainer amendment?	No	Special Counsel recommended
Who responds to routine resident service questions?	Administrator	No
Who provides privileged legal opinion?	No	Attorney

Exhibit E - Conflict Referral Checklist

Use this checklist before Attorney provides legal advice on any Matter that may implicate dual-role concerns.

1. Does the Matter involve Attorney's compensation, employment, benefits, severance, discipline, evaluation, or termination?
2. Does the Matter require legal advice about an action Attorney took as City Administrator?
3. Does the Matter involve a complaint, investigation, claim, or litigation naming Attorney or challenging Attorney's administrative conduct?
4. Would Attorney's personal, financial, professional, or employment interest materially limit the legal advice provided to the City?
5. Would a reasonable resident question the independence of the legal advice if Attorney handled the Matter?
6. Is the Council seeking advice independent of the City Administrator?
7. Has Attorney represented, or does Attorney currently represent, any person or entity adverse to the City in the Matter?
8. Is the Matter sufficiently sensitive that Special Counsel would promote public confidence even if no formal conflict exists?

If the answer to any question is yes or uncertain, the Council should consider referral to Special Counsel before Attorney provides legal advice on the Matter.

CITY OF BIRCHWOOD VILLAGE

CONFLICT OF ROLES POLICY

For Dual Service as City Administrator and City Attorney

Prepared for	City of Birchwood Village, Minnesota
Related Agreement 1	City Administrator Employment Agreement
Related Agreement 2	City Attorney Professional Services Agreement
Adopted by	City Council Resolution No. _____
Effective Date	_____
Review Cycle	Annual review with organizational appointments

ARTICLE

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ARTICLE I

PURPOSE, FINDINGS, AND POLICY STATEMENT

Section 1.01. Purpose

The purpose of this Conflict of Roles Policy is to preserve independent legal advice, clear administrative accountability, and public confidence when one individual serves the City of Birchwood Village as both City Administrator and City Attorney. The policy is intended to separate the employee functions of the City Administrator from the independent professional functions of the City Attorney, and to identify circumstances in which the City should retain outside legal counsel.

Section 1.02. Findings

The City Council finds that Birchwood Village is a small statutory city that may, for reasons of efficiency, continuity, expertise, and cost control, assign or contract for more than one municipal function with a single qualified individual. The Council also recognizes that dual service creates special governance concerns because administrative decisions sometimes require independent legal review.

The Council further finds that these concerns can be managed through clear role identification, written procedures, conflict screening, outside counsel protocols, and transparent Council oversight.

Section 1.03. Policy Statement

It is the policy of the City that the dual-role official shall not provide legal advice to the City Council on a matter in which the legal question materially concerns the official's own actions, performance, compensation, discipline, employment status, professional conduct, or potential liability. In those circumstances, the City shall retain independent outside counsel under this Policy.

Section 1.04. Relationship to Other Agreements

This Policy is incorporated by reference into the City Administrator Employment Agreement and the City Attorney Professional Services Agreement. If this Policy conflicts with either agreement, the Council shall interpret the documents in a manner that preserves independent legal advice and avoids actual or apparent conflicts of interest.

ARTICLE II

DEFINITIONS

Section 2.01. Administrator

the individual appointed or employed by the City to serve as City Administrator, including any City Clerk duties assigned by the Council.

Section 2.02. Attorney

the individual or firm appointed or engaged to provide legal services to the City as City Attorney.

Section 2.03. Dual-Role Official

the individual who simultaneously serves as City Administrator and City Attorney.

Section 2.04. Administrative Capacity

actions taken as an employee or administrative officer of the City, including management, operations, supervision, agenda preparation, budgeting, purchasing, records administration, and implementation of Council policy.

Section 2.05. Legal Capacity

actions taken as legal counsel to the municipal corporation, including legal advice, legal opinions, contract review, ordinance drafting, litigation strategy, legal risk assessment, and attorney-client communications.

Section 2.06. Special Counsel

independent outside legal counsel retained by the City for a matter in which the Dual-Role Official has an actual, potential, or appearance conflict.

Section 2.07. Conflict of Roles

a circumstance in which the Dual-Role Official's administrative responsibilities, personal employment interests, or actions may materially affect the independent legal advice expected from the City Attorney.

Section 2.08. Appearance Conflict

a circumstance that may not constitute an actual legal conflict but could reasonably cause a resident, Councilmember, employee, auditor, insurer, or reviewing authority to question the independence of legal advice.

ARTICLE III

CORE GOVERNANCE PRINCIPLES

Section 3.01. Separate capacities must remain separate.

The City Administrator is an employee and administrative officer. The City Attorney provides professional legal services. Dual service does not merge those roles.

Section 3.02. The City Council is the client for legal services.

When legal advice is provided, the legal client is the City acting through its authorized officials and governing body, not any individual officer or employee in a personal capacity.

Section 3.03. Independent legal judgment must be preserved.

The Dual-Role Official shall not allow administrative preferences, operational convenience, or personal employment interests to impair legal judgment.

Section 3.04. Council oversight is essential.

The Council retains the authority to determine policy, direct administration, appoint or remove officers as allowed by law and contract, and retain Special Counsel when needed.

Section 3.05. Public trust matters.

The City should avoid not only actual conflicts, but also recurring patterns that could cause reasonable public doubt about whether legal advice is independent.

ARTICLE IV

ROLE IDENTIFICATION AND SEPARATION OF FUNCTIONS

Section 4.01. Capacity Must Be Identified

The Dual-Role Official shall identify the capacity in which the official is acting whenever practical and material to the subject matter. Written memoranda, agenda reports, recommendations, staff reports, and

legal opinions should identify whether they are submitted in an Administrative Capacity or Legal Capacity.

Acceptable labels include: "Administrator Recommendation," "City Attorney Legal Opinion," "Administrator Update," "Legal Review," "Staff Report," or similar wording that makes the capacity clear.

Section 4.02. Administrative Capacity

In Administrative Capacity, the Dual-Role Official may manage operations, supervise staff, prepare agendas and Council packets, coordinate vendors, administer permits, process records requests, prepare budgets, execute routine Council direction, and make administrative recommendations.

Section 4.03. Legal Capacity

In Legal Capacity, the Dual-Role Official may advise the City on legal authority, statutory requirements, litigation risk, ordinance drafting, contracts, land-use procedures, employment law, public records, open meetings, and other municipal legal matters, subject to this Policy and any applicable rules of professional responsibility.

Section 4.04. No Self-Review

The Dual-Role Official shall not provide the final legal opinion approving, defending, or evaluating the legality of the official's own material administrative action if the matter is contested, high-risk, adverse to another employee, subject to litigation, or directly affects the official's compensation, employment status, or legal liability.

Section 4.05. Written Role Log

For significant matters where both roles may be implicated, the Dual-Role Official should maintain a brief role log or memorandum identifying the capacity in which services were provided, the date, the topic, and whether conflict screening occurred. This may be incorporated into billing descriptions, administrator reports, or agenda memoranda where appropriate.

ARTICLE V

MANDATORY OUTSIDE COUNSEL MATTERS

Section 5.01. Mandatory Referral

The City shall retain Special Counsel, or shall at minimum obtain independent legal review, for the following categories of matters:

- Performance evaluation of the City Administrator when legal advice is requested or when the evaluation may result in discipline, contract amendment, compensation change, or termination.
- Discipline, suspension, demotion, investigation, nonrenewal, termination, or separation agreement involving the City Administrator.
- Negotiation, interpretation, amendment, enforcement, or termination of the City Administrator Employment Agreement where the Dual-Role Official has a personal financial or employment interest.
- Any compensation, severance, benefit, reimbursement, stipend, allowance, or contract term that directly affects the Dual-Role Official personally.
- Claims, threatened claims, litigation, administrative complaints, ethics complaints, employment complaints, whistleblower allegations, data practices complaints, or open meeting allegations involving actions taken by the Dual-Role Official in Administrative Capacity.
- Personnel disputes involving an employee directly supervised by the Administrator, when the matter may result in discipline, litigation, settlement, or adverse employment action.

- Investigation of alleged misconduct, neglect of duty, misuse of public resources, harassment, retaliation, discrimination, data breach, records destruction, or policy violation by the Dual-Role Official.
- Insurance coverage questions, indemnification issues, or liability defenses concerning the Dual-Role Official personally.
- Criminal, civil, or administrative enforcement matters in which the Dual-Role Official may be a witness, complainant, respondent, or materially interested participant.
- Any other matter where the City Attorney would be asked to advise the Council on the legality, propriety, reasonableness, or consequences of the Dual-Role Official's own conduct.

Section 5.02. Compensation and Benefit Matters

The Dual-Role Official shall not provide legal advice to the City Council concerning the official's own compensation, benefits, severance, reimbursement, paid leave, contract term, or employment protections. Such matters shall be reviewed by Special Counsel or another independent legal resource approved by the Council.

Section 5.03. Administrator Evaluation

Routine scheduling and administrative support for an annual evaluation may be handled administratively, but legal advice concerning evaluation procedure, closed meeting procedure, discipline, contract interpretation, or termination shall be provided by Special Counsel if the evaluation concerns the Dual-Role Official.

Section 5.04. Claims and Litigation

If a claim or lawsuit challenges an action taken by the Dual-Role Official as Administrator, the City shall evaluate whether Special Counsel should handle the defense, provide an independent risk assessment, or advise the Council regarding settlement authority.

ARTICLE VI

DISCRETIONARY OUTSIDE COUNSEL AND APPEARANCE CONFLICTS

Section 6.01. Discretionary Referral

Even if Special Counsel is not mandatory, the Council may retain Special Counsel whenever it determines that independent advice would materially assist decision-making or public confidence.

Section 6.02. Appearance Conflict Factors

In deciding whether an Appearance Conflict exists, the Council may consider:

- Whether the matter is controversial or politically sensitive.
- Whether the Dual-Role Official participated in the underlying administrative decision.
- Whether residents or staff have questioned the independence of legal advice.
- Whether the matter involves potential litigation, insurance, discipline, or financial exposure.
- Whether outside review would be cost-effective compared with the risk of later challenge.
- Whether the matter affects a Councilmember, employee, vendor, applicant, or resident with whom the Dual-Role Official has a material relationship.

Section 6.03. Examples of Discretionary Referral

Examples of matters that may warrant discretionary Special Counsel include high-profile land-use disputes, contested public records requests involving the Administrator's communications, procurement

protests, ethics complaints not directly naming the Dual-Role Official, and matters in which the public record would benefit from independent legal review.

ARTICLE VII

CONFLICT IDENTIFICATION AND DETERMINATION PROCEDURE

Section 7.01. Initial Screening

The Dual-Role Official shall conduct an initial conflict screen when a matter reasonably appears to involve both administrative action and legal advice. Any Councilmember may also request conflict screening.

Section 7.02. Notice to Council

If the Dual-Role Official identifies a possible conflict, the official shall promptly notify the Mayor and Council. The notice should describe the matter generally, identify the potential conflict, and recommend whether Special Counsel should be retained. The notice should avoid disclosure of privileged or nonpublic information unless appropriate safeguards are in place.

Section 7.03. Council Determination

The Council may determine whether a conflict exists by motion or resolution. The Council may make that determination in open session unless the matter qualifies for a closed meeting under applicable law. When uncertain, the Council may obtain limited advice from Special Counsel solely to determine whether Special Counsel is needed for the broader matter.

Section 7.04. Emergency Determination

When immediate legal action is required and a Council meeting cannot be held in time, the Mayor, acting with one additional Councilmember when practical, may authorize preliminary consultation with Special Counsel. The authorization shall be reported to the full Council at the next available meeting, subject to privilege and data classification requirements.

Section 7.05. No Waiver by Delay

Failure to identify a conflict at the beginning of a matter does not waive the City's ability to retain Special Counsel later. If a conflict becomes apparent during the matter, the City shall reassess and take appropriate corrective action.

ARTICLE VIII

SPECIAL COUNSEL ENGAGEMENT PROTOCOL

Section 8.01. Authority to Retain

Special Counsel may be retained by Council action, by emergency authorization under Section 7.04, or by any other procedure expressly approved by the Council. The engagement should identify the scope of work, billing rates, reporting expectations, and whether the engagement is limited or ongoing.

Section 8.02. Selection

The Council may select Special Counsel from a preapproved list, through a request for proposals, by recommendation of the City's insurer, or by direct appointment when time-sensitive circumstances require prompt action.

Section 8.03. Direction and Reporting

Special Counsel shall report to the City Council, the Mayor, or a designated Council liaison as directed by the Council. The Dual-Role Official shall not direct or supervise Special Counsel on a matter involving the Dual-Role Official's conflict.

Section 8.04. Access to Information

Special Counsel shall have reasonable access to City records, staff, officials, insurance representatives, and outside professionals necessary to perform the engagement, subject to applicable data practices, privilege, and personnel data requirements.

Section 8.05. Billing

Special Counsel invoices shall be processed in a manner that preserves privilege and avoids review by the Dual-Role Official where the billing descriptions would reveal privileged strategy concerning the conflict matter. The Council may designate a Councilmember, finance officer, or outside reviewer to approve such invoices.

ARTICLE IX

OPERATIONAL SAFEGUARDS AND INFORMATION BARRIERS

Section 9.01. Limited Participation

When Special Counsel is retained due to a conflict involving the Dual-Role Official, the Dual-Role Official may provide factual information, records, and administrative support when requested, but shall not direct the legal strategy, supervise the matter, approve legal conclusions, or participate in privileged Council communications unless invited by Special Counsel for a defined purpose.

Section 9.02. Information Barrier

The City may establish an information barrier for conflict matters. The barrier may include separate email distribution lists, restricted file access, separate invoice routing, and instructions limiting the Dual-Role Official's access to privileged communications regarding the matter.

Section 9.03. Administrative Continuity

The existence of a conflict matter does not automatically remove the Dual-Role Official from all unrelated City administration. The Council should tailor any recusal or information barrier to the specific conflict while maintaining continuity of routine operations.

Section 9.04. Staff Communications

When a staff member is asked to communicate with Special Counsel in a conflict matter, the City should identify whether the communication is for factual investigation, legal advice, employment administration, or litigation preparation. Staff shall not be retaliated against for cooperating with Special Counsel.

ARTICLE X

PRIVILEGE, CLOSED MEETINGS, RECORDS, AND PUBLIC COMMUNICATIONS

Section 10.01. Attorney-Client Privilege

This Policy is intended to preserve the City's attorney-client privilege. The Council should structure communications with the City Attorney or Special Counsel to avoid unnecessary disclosure of privileged legal advice. Privilege belongs to the City and may be waived only by authorized City action.

Section 10.02. Open Meeting Law

The Council shall conduct meetings consistent with the Minnesota Open Meeting Law, including Minn. Stat. ch. 13D. Meetings must be open unless a statutory exception or attorney-client privilege permits closure, and certain closed meetings must be recorded and preserved as required by law.

Section 10.03. Government Data

Records created or maintained under this Policy are government data subject to the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, unless classified otherwise by law. The City shall preserve official records necessary to a full and accurate knowledge of official activities, including electronic records, consistent with applicable records law and retention schedules.

Section 10.04. Public Communications

Public statements regarding conflict matters should be coordinated by the Council, Mayor, Administrator, City Attorney, or Special Counsel as appropriate. Statements should avoid disclosure of privileged advice, nonpublic personnel data, confidential litigation strategy, or private data.

Section 10.05. Minutes and Recordkeeping

Council minutes should reflect formal actions taken under this Policy, including authorization to retain Special Counsel, adoption of this Policy, amendments, and final Council decisions. Minutes need not disclose privileged legal advice or nonpublic data.

ARTICLE XI

ANNUAL DISCLOSURE, REVIEW, AND TRAINING

Section 11.01. Annual Disclosure

At least annually, and preferably in connection with organizational appointments, the Dual-Role Official shall provide the Council with a written acknowledgment of dual service and a disclosure of any known matters that may require Special Counsel under this Policy.

Section 11.02. Annual Review

The Council shall review this Policy annually. The review may occur with the Administrator evaluation, annual appointments, attorney contract renewal, or other governance review. The Council may amend this Policy by resolution.

Section 11.03. Training

The City should periodically provide or arrange training for Councilmembers, the Administrator, and staff on open meetings, data practices, records retention, ethics, conflicts of interest, and the difference between administrative and legal roles.

Section 11.04. Transition Briefing

When new Councilmembers take office, the Dual-Role Official shall provide a briefing or written summary explaining the dual-role structure, this Policy, and the circumstances in which outside counsel must be used.

ARTICLE XII

ADMINISTRATION, AMENDMENT, AND INTERPRETATION

Section 12.01. Administration

The Mayor, Council, Dual-Role Official, and Special Counsel shall administer this Policy in good faith to preserve effective municipal operations and independent legal review.

Section 12.02. No Individual Rights Created

This Policy is a governance policy of the City. It is not intended to create contractual rights in any resident, applicant, vendor, employee, Councilmember, or third party, except as expressly incorporated into a written agreement approved by the Council.

Section 12.03. Amendment

The Council may amend, suspend, replace, or repeal this Policy by resolution, subject to any contractual obligations created by the City Administrator Employment Agreement or City Attorney Professional Services Agreement.

Section 12.04. Interpretation

This Policy shall be interpreted to comply with applicable law, preserve attorney-client privilege, protect government data, and ensure that the Council receives independent legal advice whenever the Dual-Role Official's interests or conduct are materially implicated.

Section 12.05. Severability

If any provision of this Policy is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

EXHIBIT A

ROLE MATRIX

This matrix is illustrative and should be read with the full Policy. The Council may assign matters differently when required by law, contract, or circumstances.

Function or Matter	Administrator Capacity	City Attorney Capacity	Special Counsel
Routine agenda preparation	Primary	Review legal issues as needed	No
Council packet administration	Primary	No, unless legal review requested	No
Routine ordinance drafting	Coordinate	Primary legal drafter	No
Routine contract review	Coordinate business terms	Review legal form	No
Administrator salary or benefits	No personal legal advice	No	Required if legal advice needed
Administrator evaluation	Administrative scheduling only	No	Required if legal advice needed
Discipline of Administrator	No	No	Required if legal advice needed
Claim challenging Administrator action	Factual support only	No final legal opinion	Usually required

Personnel dispute involving supervised employee	Administrative facts as requested	Limited, if no conflict	Required if conflict/high risk
Litigation unrelated to Administrator conduct	Administrative support	Primary counsel unless outside counsel retained	Optional
Data request involving Administrator emails	Records search/coordination	Legal classification if no conflict	Consider if contested
Ethics complaint against Administrator	No	No	Required if legal advice needed

EXHIBIT B

ILLUSTRATIVE CONFLICT EXAMPLES

Example 1 - Administrator Contract Amendment

The Council is considering amending the Administrator Employment Agreement to increase compensation, change severance, or extend the term. The Dual-Role Official may provide factual information if requested, but legal advice should come from Special Counsel.

Example 2 - Staff Complaint

A staff member alleges that the Administrator retaliated against them. Special Counsel should advise the Council regarding investigation procedure, data classification, employment risk, and any corrective action.

Example 3 - Routine Ordinance

The Council asks for a routine ordinance amendment unrelated to the Administrator's conduct or compensation. The Dual-Role Official may act as City Attorney and draft the ordinance.

Example 4 - Contested Permit

The Administrator processed a permit and a resident claims the approval was unlawful. If the matter is routine, the City Attorney may advise. If the dispute becomes adversarial and requires defense of the Administrator's own actions, the Council should consider Special Counsel.

Example 5 - Data Practices Request

A resident requests communications involving the Administrator. The Administrator may coordinate records collection. If legal advice is needed regarding withholding, classification, or a complaint alleging improper withholding by the Administrator, Special Counsel should be considered.

Example 6 - Litigation Strategy

A lawsuit challenges a Council decision where the Administrator only provided neutral administrative support. The Dual-Role Official may serve as City Attorney unless another conflict exists.

Example 7 - Employee Discipline

The Administrator recommends discipline of an employee and the employee threatens legal action. If the City Attorney would be defending the Administrator's supervisory decision, Special Counsel should be considered, especially if the employee alleges improper motive.

Example 8 - Public Controversy

A high-profile matter creates public concern that legal advice is not independent. The Council may retain Special Counsel for a limited independent review even if no actual conflict exists.

EXHIBIT C

ADOPTION AND ACKNOWLEDGMENT

This Conflict of Roles Policy was adopted by the City Council of the City of Birchwood Village, Minnesota, by Resolution No. _____ on _____, 20____, and is effective as of _____, 20____.

The undersigned acknowledge receipt of this Policy and agree that it shall be administered together with the City Administrator Employment Agreement and City Attorney Professional Services Agreement.

CITY OF BIRCHWOOD VILLAGE	DUAL-ROLE OFFICIAL
By: _____	By: _____
Name: _____	Name: H. Alan Kantrud
Title: Mayor	Title: City Administrator / City Attorney
Date: _____	Date: _____
Attest: _____	

NON-EXHAUSTIVE LEGAL REFERENCE NOTE

This Policy references several Minnesota law areas relevant to small-city governance, including the Minnesota Open Meeting Law, Minn. Stat. ch. 13D; the Minnesota Government Data Practices Act, Minn. Stat. ch. 13; statutory city clerk duties, Minn. Stat. section 412.151; and public records preservation requirements, Minn. Stat. section 15.17. These references are included for governance context and should be reviewed by counsel before adoption.

RESOLUTION NO. 2026-12**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA****APPROVING CITY ADMINISTRATOR EMPLOYMENT AGREEMENT,
UPDATED CITY ATTORNEY PROFESSIONAL SERVICES AGREEMENT,
AND CONFLICT OF ROLES POLICY**

WHEREAS, the City Council has reviewed the proposed City Administrator Employment Agreement between the City of Birchwood Village and H. Alan Kantrud; and

WHEREAS, the City Council has reviewed the proposed City Attorney Professional Services Agreement between the City of Birchwood Village and H. Alan Kantrud; and

WHEREAS, the City Council has reviewed the proposed Conflict of Roles Policy addressing the dual service of one individual as City Administrator and City Attorney; and

WHEREAS, the City Council finds that approval of the agreements and policy is in the best interests of the City.

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

1. Approval of Agreements

The City Council approves the City Administrator Employment Agreement and the City Attorney Professional Services Agreement substantially in the forms presented to the City Council.

2. Adoption of Policy

The City Council adopts the Conflict of Roles Policy substantially in the form presented to the City Council.

3. Attestation

Because H. Alan Kantrud is a party to the agreements approved by this Resolution, the City's execution of the agreements shall be attested by the Deputy Clerk, Acting Clerk, or another person designated by the City Council.

By: _____

Jennifer Arsenault, Mayor

ATTEST:

By: _____

_____, Deputy Clerk / Acting Clerk



AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES ("Agreement") is made effective as of _____ 2026, by and between SaeHR Consulting ("Consultant"), located at 512 Industrial Park Road, Pierz, MN 56364, and the City of Birchwood Village ("Client") located at 207 Birchwood Avenue, Birchwood, MN 55110. Consultant and Client shall be known collectively as the "Parties." In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

ARTICLE 1. AREA OF SERVICE

The Client agrees to contract with the Consultant to provide professional community development consulting services as described in Article 2 below in accordance with the terms and conditions of this Agreement.

ARTICLE 2. SERVICES OF THE CONSULTANT

The Consultant may provide the following services upon the request of the Client and in accordance with the terms and conditions of this Agreement (collectively, the "Services"):

- The Client is engaging the Consultant to assist the Client in its discussions regarding planning and development services within the City of Birchwood Village. The Consultant is being asked to serve as a planning consultant for the Client. The Consultant may be available to attend meetings, assist and advise the Client on the administration, structure, forms, procedures, and processing of the recommendations which are received and accepted by the Client. Services shall be rendered on an as needed basis to be determined by the Client's representatives as noted herein. The Consultant will bill for the Services performed under this Agreement monthly as provided in this Agreement. The Consultant shall send a copy of the entire monthly bill to the Client.

Community Development Services Provided:

- The Consultant will prepare reports, complete with and zoning considerations, concerning the Client's agenda items which deal with zoning, subdivision, and boundary issues, etc. as directed by the Client.
- The Consultant at times may need to attend Planning Commission and Council meetings as directed by the Client.
- Serve as the point of contact for the public regarding the interpretation and administration of zoning ordinances and related applications, permits, and requests.
- Reviewing applications and supporting documentation to determine compliance with applicable requirements.



- Assist administration staff and Planning Commission in following the appropriate notice, hearing, and other procedural requirements.
- Other planning, zoning, and development needs as agreed upon between the Parties.

Client Request for Services:

- The Consultant will only provide Services to the Client when mutually agreed upon by the Client. The parties anticipate most of the Services will occur off site with remote access to information. To the extent a party desires to have the Consultant attend a meeting of the Client, such attendance, for the purposes of this agreement only, may only occur upon prior agreement of all the parties.
- The parties agree to work together to create an initial plan for the delivery of the Services ("Services Plan") that is best suited to support the Client.
- During the term of this Agreement, the Client agrees to not contact the Consultant outside the scope of the Services Plan, including on matters a party may consider to be outside the scope of this Agreement, except upon prior approval of the other party.

ARTICLE 3. CLIENT SERVICES

The Client hereby agrees to furnish to or make available for examination or use by the Consultant, without charge, the following:

- Agendas, memos, staff reports and related materials for meetings when attendance or preparation of reports and materials from the Consultant is required as part of providing the Services in accordance with the Services Plan. The agendas, memos, and related materials shall be provided to the Consultant within a reasonable time to allow for review of each relevant item on the agenda.
- Material and documents, as reasonably determined by the Consultant, which are necessary for the Services to be performed, including meeting minutes, development regulations, Comprehensive Plan documents, or other related documents.
- Client must provide a digital copy of the current code related to the Services needed.
- The Client agrees that it is the Client's responsibility to monitor non-conforming uses and zoning violations within the community served.
- The Client will initiate enforcement proceedings and work with the Consultant on drafting necessary documentation as appropriate.

ARTICLE 4. COMPENSATION

The Client hereby agrees to pay the Consultant for the Services provided as follows:



Retainer: The Parties may mutually agree to a recurring monthly retainer in lieu of hourly billing. The amount of the retainer shall be established by mutual written agreement and identified in an Exhibit.

The monthly retainer reserves the Consultant's professional capacity and availability to provide the agreed-upon Services and is earned as such capacity is made available. The retainer may be reviewed and adjusted by mutual written agreement to reflect changes in scope, workload, or service needs.

Services requested outside the agreed Scope of Services may be billed separately in accordance with the Consultant's then-current fee schedule.

Hourly Services. Services not included within the monthly retainer or authorized outside the agreed Scope of Services shall be billed on a time and materials basis at the Consultant's current standard rate of \$165.00 per hour. Billable time shall be calculated in minimum thirty (30) minute increments. The Consultant reserves the right to establish minimum billing increments for specialized projects, field work, or other services requiring substantial preparation or coordination. The Consultant's standard hourly rates are subject to periodic adjustment upon written notice to the Client.

It is the Consultant's goal to provide Services in the most efficient and cost effective manner practicable. Whenever appropriate, the Consultant will utilize telephone, virtual meetings, email, and other remote communication methods to reduce travel, minimize time commitments, and lower costs to the Client. Remote meetings shall be billed at the standard hourly rate. The Consultant may recommend or require in-person meetings or site visits when reasonably necessary to perform the Services.

Site Visits and Meeting Attendance. Unless otherwise included within the monthly retainer or Scope of Services, attendance at site visits, Planning Commission meetings, City Council or Town Board meetings, workshops, public hearings, inspections, or other requested in-person meetings shall be billed at the Consultant's current flat fee of \$500.00 per meeting or site visit. This fee includes reasonable preparation, travel time, travel expenses, meeting attendance, and routine follow-up coordination. It is the goal and intent of the Consultant to assist the Client in minimizing the need for in-person services and related expenses whenever reasonably necessary.

Attendance at meetings and site visits shall be scheduled based upon the Consultant's availability. While the Consultant will make reasonable efforts to accommodate requested meeting dates and times, attendance cannot be guaranteed due to existing client commitments.

Meetings or site visits requiring more than six (6) hours may be billed as Additional Services at the Consultant's then-current hourly rates, subject to prior notice to the Client.

Additional Services. Services requested outside the monthly retainer or Scope of Services, including but not limited to special projects, ordinance drafting, comprehensive planning, development review, grant administration, administrative appeals, litigation support, expert witness testimony, public records requests requiring substantial staff time, or other specialized consulting services, shall be billed at the Consultant's then-current hourly rates unless otherwise agreed upon in writing.



Invoicing and Payment. The Consultant shall submit invoices on a monthly basis. Payment is due within twenty (20) calendar days of the invoice date. The Consultant reserves the right to suspend Services until delinquent accounts have been brought up and current or satisfactory payment arrangements have been made.

Suspension or Abandonment of Services. If the Client elects to suspend, postpone, abandon, or terminate requested Services, the Client shall notify the Consultant in writing. The Consultant shall be compensated for all Services performed, authorized commitments made, and reimbursable expenses incurred through the effective date of such notice.

ARTICLE 5. OTHER PARTIES; INDEMNIFICATION

Transfer: It is mutually agreed that this Agreement is not transferable by any party to a third party without the written consent of the others.

Property: The Consultant's reports and other materials prepared in the performance of this Agreement are instruments of service and remain the property of the Client. However, any further distribution of these reports by the Client must note the Consultant as the source.

Indemnification: The Client agrees to indemnify the Consultant for lawsuits or legal actions brought by a third party against the Client, which also names the Consultant, which result directly from a legislative or administrative action of the Client, except for instances of negligence on the part of Consultant.

Liability: Except as provided in the previous paragraph, the Consultant and Client shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. The Consultant and Client agree to defend, indemnify, and hold the other harmless from all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the party's negligent actions or inactions or the negligent actions or inactions of the party's agents or designees. The party seeking to be indemnified and defended shall provide timely notice to the others when the claim is brought. The party undertaking the defense shall retain all rights and defenses available to the party indemnified and no immunities are hereby waived that are otherwise available to the other parties.

Insurance: The Consultant agrees that, to protect itself, as well as the Client, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in full force and effect the following insurance protection as necessary:

- Commercial General Liability Insurance.
- Errors and Omissions Insurance

ARTICLE 6. TERM AND TERMINATION

Termination. Either Party may terminate this Agreement, with or without cause, by providing sixty (60) days' prior written notice to the other Party.

Notwithstanding the foregoing, the Consultant may immediately suspend or terminate this Agreement upon written notice if the Consultant reasonably determines that continued



performance would violate applicable law, accepted professional standards, compromise the Consultant's independent professional judgment, create an unreasonable legal or professional risk, or otherwise no longer align with the Consultant's professional standards and business practices. Such suspension or termination shall not constitute a breach of this Agreement.

Payment Upon Termination. Upon termination, the Client shall compensate the Consultant for all Services performed and reimbursable expenses incurred through the effective termination date.

Transition of Services. Upon termination, the Consultant shall reasonably cooperate in transitioning Services to the Client or its designated representative. The Consultant shall have no obligation to continue providing Services beyond the effective termination date unless otherwise agreed to in writing.

Additional Services. Unless expressly included within the Scope of Services, participation in litigation, administrative appeals, court proceedings, expert witness services, enforcement actions, or other legal proceedings shall be considered Additional Services. The Consultant shall have no obligation to provide such services unless mutually agreed to in writing and shall be compensated at the Consultant's then-current hourly rates, together with applicable reimbursable expenses.

ARTICLE 7. GENERAL TERMS AND CONDITIONS

Six-Month Review. Approximately six (6) months following the Effective Date of this Agreement, the Parties shall conduct a mutual review of the Services, workload, communication, and expectations. Following such review, the Parties may continue this Agreement, amend this Agreement by mutual written consent, or terminate this Agreement in accordance with the provisions herein.

Independent Consultant: The Consultant and its employees are not employees of the Client. Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship as employer/employee, co-partners, or a joint venture between the Client and the Consultant. It is agreed that the Consultant and its employees will act as an independent consultant and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the Client. The way the Services are performed shall be controlled by the Consultant; however, the nature of the Services and the results to be achieved shall be specified by the Client.

Assignment: Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement without prior written consent from the other Party. If assignment is permitted, any successor in interest shall acquire the assigning Party's entire interest in this Agreement. Any prohibited assignment shall be invalid.

Work Product: The Parties acknowledge that any reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation ("Materials") developed or used in conjunction with this Agreement are generated for Client's benefit and are the sole property of Client.



No Agency: The Consultant, as an independent contractor, shall not be considered an agent or servant of the Client for any purpose and shall have no authority to enter any contracts, create any obligations, or make any warranties or representations on behalf of the Client. To the extent applicable and contemplated in the delivery of the Services, the Consultant may apply for and obtain needed permits on behalf of the Client at Consultant's own cost.

Subcontracting: The Consultant shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval from Client.

Severability: If any terms of this Agreement conflict with or are otherwise unenforceable under any rule, law, or statutory provision, such terms shall be deemed stricken from this Agreement; but such invalidity or unenforceability shall not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.

Notices: All notices, invoices, and statements related to this Agreement must be in writing. Notice of termination shall be delivered in person or mailed to the intended recipient at its current address. All other correspondence or communication may be mailed, hand delivered or sent by email to the other Party.

Amendments: No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.

Legal Compliance: The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in providing the Services.

Data Practices: The Consultant agrees to comply with the Minnesota Government Data Practices Act ("Act") and all other applicable laws relating to data privacy or confidentiality. The Consultant will immediately remit to the Client any data requests from third parties relating to this Agreement. The Client agrees to work with the Consultant to respond to the data request. The Consultant agrees to hold the Client harmless from any claims resulting from the Consultant's disclosure, use, or failure to produce data in violation of the Act.

Nondiscrimination: The Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.

Audit: The Consultant agrees that the Client, the Minnesota State Auditor, and Minnesota Legislative Auditor, or any of their duly authorized representatives, for a period of at least six years from the conclusion of this Agreement, shall, at any time during normal business hours and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.

Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be adjudicated in a Minnesota court of competent jurisdiction. In any action or proceeding to enforce rights under



this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorney's fees from the other Party.

Agreement: Individuals signing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and the Agreement contains the entire understanding between the Parties concerning the subject matter.

The parties have agreed to enter into this Agreement effective as of the date first written above.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

The City of Birchwood Village (Client)

By: _____

Date: _____

Name: _____

Title: Mayor

By: _____

Date: _____

Name: _____

Title: City Attorney

SaeHR Consulting (Consultant)

By: _____

Date: _____

Name: _____

Title: Founder | Director of Services



BIRCHWOOD

MONTHLY NEWSLETTER | JULY-AUGUST 2026



WAY TO GO, CSOs!

It started with a welfare check on a missing dog. WCSO Community Service Officer Calvin Mankowski drove to the caller's home, knocked on the door, made a few phone calls, sorted out the details, and learned the pup had already been reunited with its owner — a simple, happy ending. But what most people don't realize is that even this seemingly small incident took about an hour of work to resolve.

Since the CSO program launched at the end of 2023, this crew has become an invaluable part of the Sheriff's Office, assisting with medical calls, checking on community concerns, helping stranded motorists, supporting crash scenes, managing road closures, transporting jail inmates and so much more. Every one of these tasks saves deputies valuable time, keeps them available for emergency calls, and helps reduce overtime.

CSOs are college students preparing for careers in law enforcement. They're trained and certified in medical response, and the program has become one of our strongest recruitment pipelines, already producing three sworn deputies.

We hope that the next time you see a CSO you'll give them a quick thank-you. They might be small in number, but they're mighty in impact and truly part of the WCSO team.

NUMBER OF
INCIDENTS

13

TRAFFIC
STOPS

8

CITATIONS

3



WC26036986 WELFARE CHECK

2XX WILDWOOD AVENUE

At 5:17pm on July 23, a deputy spoke with a pharmacist who had called out of concern for a customer who had asked how much of a prescription medication it would take to commit suicide. The pharmacist knew that the person had last refilled the prescription in June and that if she'd been taking the correct dosage wouldn't have enough left to harm herself, but he was concerned for her well-being. The deputy went to her listed address in Birchwood and spoke with a resident, who said she hadn't seen the pharmacy customer, her sister, since June. The resident told the deputy she believed her sister had undiagnosed mental health issues and that if she was making suicidal comments there would be reason to be concerned. The resident gave the deputy information on her sister's car as well as two locations where her sister is known to frequent, one in Woodbury and one in St. Paul. She also provided her sister's phone number, but the deputy's attempted calls went unanswered. The deputy issued a KOPS alert for the sister.

MESSAGE FROM THE SHERIFF

We at the Sheriff's Office often get called for help during people's worst moments, so when we get to share one of the most joyous, we get pretty excited about it. And it's not always a deputy responding: This time it started with one of our excellent public safety telecommunicators.



PST Hancock with the stork pin presented after she helped with the delivery.

Early the morning of July 21, PST Tawnie Hancock answered a 911 call she'll never forget. A Newport couple was expecting their first baby, but it was coming early — as in, right then, during the 911 call. Luckily for the new dad on the line, Tawnie had previously been a paramedic in South Carolina, where she had helped deliver 29 babies in person. But this was her first time guiding a delivery over the phone.

Seven minutes after Tawnie answered that 911 call, a baby boy's first cry came through the receiver. Thanks to Tawnie and the quick arrival of deputies and paramedics, the family members all received the care they needed. We're glad to be able to say that at last report, all are doing well!

Everyone at the Sheriff's Office is happy to congratulate the new parents, and I'm proud to have people like PST Hancock on our team of dedicated professionals.



In service,

Dan Starry
Sheriff Dan Starry

Incident Date	Case#	Address	Event Description
7/3/2026 3:11:25 PM	WC26032767	Cedar St / East County Line Rd, BIRCHWOOD	WELFARE CHECK
7/4/2026 5:03:29 PM	WC26033010	XXX Jay St, BIRCHWOOD	UNWANTED PERSON/VEHICLE
7/9/2026 10:05:09 PM	WC26034095	XXX Birchwood Ave, BIRCHWOOD	PUBLIC WORKS CONCERN
7/13/2026 10:43:28 AM	WC26034914	XXX Cedar St, BIRCHWOOD	OFFICER INFORMATION
7/14/2026 11:27:23 AM	WC26035110	XXX Wildwood Ave, BIRCHWOOD	CIVIL MATTER/DISPUTE
7/17/2026 3:46:37 AM	WC26035613	XXX Wildwood Ave, BIRCHWOOD	MEDICAL
7/19/2026 12:34:00 AM	WC26036072	XXX - 599 WILDWOOD AVE, BIRCHWOOD	DWI
7/21/2026 12:54:31 PM	WC26036505	XX Birchwood Ln, BIRCHWOOD	ACCIDENT
7/23/2026 5:17:34 PM	WC26036986	XXX Wildwood Ave, BIRCHWOOD	WELFARE CHECK
7/26/2026 9:26:56 AM	WC26037530	XXX Cedar St, BIRCHWOOD	MAIL THEFT
7/30/2026 2:27:53 PM	WC26038453	XXX Lake Ave, BIRCHWOOD	FRAUD/SCAM

Incident Date	Case#	Address	Event Description
7/15/2026 4:37:48 PM	WC26035330	WILDWOOD AVE/EAST COUNTY LINE RD, BIRCHWOOD VILLAGE	FOUND PROPERTY/ITEM
7/15/2026 9:09:00 PM	WC26035357	EAST COUNTY LINE RD & CEDAR AVE, BIRCHWOOD VILLAGE	TRAFFIC STOP

WASHINGTON COUNTY SHERIFFS OFFICE

15015 62nd St N Stillwater, MN 55082

Tel: 651-430-7600

Advanced Parameters

Citation CreatedOn within previous month
 and CitationOfficer involvementType_Des... does not contain Approv
 and CitationEvent address_city_Description starts with Birchwood
 and Citation CreatedOn within 1 July, 2026 and 31 July, 2026 23:59
 and Citation AgencyId is in list 6f1669a5-0a35-c258-d76d-08d46d84660b

Results (3 unique records)

Number	Case Number	Officer	Street Address	Cross Street	City	Violation	Type	Created On	Officer Involvement
820020262818	WC26035357	Loughrey, Landen WC16497	EAST COUNTY LINE RD & CEDAR AVE		BIRC HWO OD	171.27.1(b) Expiration of Drivers License - Under 21	MOVING VIOLATION	Jul 16, 2026, 12:50:21 PM	REPORT
820020262871	WC26036072	Brindley, Lauryn WC16211	501 - 599 WILDWOOD AVE	GROTTO ST/IRIS ST	BIRC HWO OD	169.50.2 Traffic Regulation - Rear Lamps; Required to Illuminate License Plates	MOVING VIOLATION	Jul 20, 2026, 11:45:10 AM	REPORT
820020262871	WC26036072	Brindley, Lauryn WC16211	501 - 599 WILDWOOD AVE	GROTTO ST/IRIS ST	BIRC HWO OD	169A.27.1 DWI - Fourth-Degree Driving While Impaired; Described	MOVING VIOLATION	Jul 20, 2026, 11:45:10 AM	REPORT
820020262871	WC26036072	Brindley, Lauryn WC16211	501 - 599 WILDWOOD AVE	GROTTO ST/IRIS ST	BIRC HWO OD	169A.20.1(5) Traffic - DWI - Operate Motor Vehicle - Alcohol Concentration 0.08 Within 2 Hours	MOVING VIOLATION	Jul 20, 2026, 11:45:10 AM	REPORT
820020262871	WC26036072	Brindley, Lauryn WC16211	501 - 599 WILDWOOD AVE	GROTTO ST/IRIS ST	BIRC HWO OD	169.791.2(a) Traffic Regulation - Driver Must Carry Proof of Insurance when Operating Vehicle	MOVING VIOLATION	Jul 20, 2026, 11:45:10 AM	REPORT
820020262871	WC26036072	Brindley, Lauryn WC16211	501 - 599 WILDWOOD AVE	GROTTO ST/IRIS ST	BIRC HWO OD	169A.20.1(1) Traffic - DWI - Operate Motor Vehicle Under Influence of Alcohol	MOVING VIOLATION	Jul 20, 2026, 11:45:10 AM	REPORT
820020262909	WC26036505	Gibney, Henry P WC13269	10 Birchwood Ln	EAST COUNTY LINE RD N/WILDWOOD AVE	BIRC HWO OD	171.24.2(a) Traffic - Drivers License - Driving After Revocation	ACCIDENT	Jul 22, 2026, 2:49:29 PM	REPORT

Tennis Sanitation, L.L.C.

651-459-1887

"Recycling is Everyone's Future"

RECYCLING QUARTERLY REPORT

QUARTER 2 2026

Dear Birchwood Village Recycling Coordinator,

Tennis Sanitation is pleased to provide the following quarterly recycling report detailing the materials that were collected, processed and delivered to recycling markets from single family dwellings.

The Community Recycled:

TYPE	APRIL Wght (tons)	MAY Wght (tons)	JUNE Wght (tons)	NET Total Wgt	UNIT	DESCRIPTION
Cardboard: 34.21%	1.56	2.12	1.23	4.91	tons	Includes all cardboard boxes.
Paper: 29.29%	1.33	1.82	1.06	4.21	tons	Includes paper, newspaper and junk mail
Scrap Metal: 2.09%	0.10	0.13	0.08	0.30	tons	Metal pans and misc metal
Large Plastic: 0.91%	0.04	0.06	0.03	0.13	tons	Toys, patio furniture and large containers
Z-Bale Plastic: 2.80%	0.13	0.17	0.10	0.40	tons	Food and beverage containers
PET Plastic: 4.94%	0.22	0.31	0.18	0.71	tons	Food and beverage containers
Tin: 1.88%	0.09	0.12	0.07	0.27	tons	Includes all bi-metal and tin cans
Chipped Glass: 13.93%	0.63	0.86	0.50	2.00	tons	Includes all clear, brown and green colors
Aluminum: 2.77%	0.13	0.17	0.10	0.40	tons	Includes all aluminum cans
Linens 0.02%	0.00	0.00	0.00	0.00	tons	Reusable clothing and shoes
Milk Cartons: 0.35%	0.02	0.02	0.01	0.05	tons	Beverage cartons
Residuals 6.81%	0.31	0.42	0.25	0.98	tons	Includes all residuals and trash
Total Tons: 100.00%	4.55	6.20	3.61	14.36	Tons	Net total recycling for the quarter
TYPE	Single Fmly Weight (lbs)	Single Fmly Weight (lbs)	Single Fmly Weight (lbs)	NET /AVRGE Calcs.		
Units:	368	368	368	368		Units collected per week
Wgt/home:	24.73	33.70	19.62	26.01	lbs	Average pounds per unit collected per month

Summary of report: This month illustrates resident's recycling efforts.

The above recycling break-out reflects the composite study based off of Tennis Recycle totals for 2025.

Great job on your recycling efforts.

Sincerely,

Greg & Willie Tennis

Tennis Sanitation

PO Box 62

720 4th St St. Paul Park, MN 55071