



MINUTES OF THE REGULAR MEETING OF
THE BIRCHWOOD CITY COUNCIL

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
OCTOBER 14th, 2025
6:45 P.M.

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

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 PRESENT
Bridget Sperl, City Council PRESENT
Kathy Weier, City Council PRESENT
Ryan Eisele, City Council PRESENT
Ryan Hankins. City Council ABSENT(EXCUSED)

CALL TO ORDER

ROLL CALL

APPROVE CITY COUNCIL AGENDA

MOVED BY WEIER; SECOND HANKINS TO APPROVE AMENDED/REORDERED AGENDA: ALL AYE

OPEN PUBLIC FORUM

Barton Winter Spoke to the Council.

ANNOUNCEMENTS

1. Thanks to all who volunteered last Saturday to do clean up work within the City. All of your work is very much appreciated.

CITY BUSINESS-ACTION ITEMS (TAKEN OUT OF REGULAR ORDER FROM CONSENT)

Approval of Shelley Dropkin as a representative for Birchwood on the White Bear Lake Conservation District. * p.92

MOVED BY WEIER; SECOND HANKINS: ALL AYE

PRESENTATIONS AND REPORTS

1. Tom Schmidt, Rice Creek Watershed District.

CITY BUSINESS-ACTION ITEMS (TAKEN OUT OF REGULAR ORDER)

1. Discussion of Operations and Maintenance Agreement for the Priebe Lake Outfall Project contract and Ryan Hankins' memo and suggested amendments to the agreement.* p.32

MOVED BY WEIER; SECOND HANKINS TO TABLE: ALL AYE

PRESENTATIONS AND REPORTS

2. Marcus Johnson, City Engineer
 - A. 2025 Tighe-Schmitz Stormwater Management Project* p.11

MOVED BY SPERL; SECOND HANKINS TO APPROVE PROJECT AS PRESENTED: ALL AYE

- B. 2025 Street Maintenance Project* p.4

NO ACTION REQUESTED

- C. Wildwood Lift Station Reconstruction* p.6

ACTION TAKEN IN CLAIMS APPROVAL

- D. Rice Creek Watershed District Grant* p.8

NO ACTION REQUESTED

CITY BUSINESS-ACTION ITEMS

2. Discussion of Mayor Melvin Carter's email regarding protecting citizens from gun violence.*p.17
3. Update of Tighe-Schmitz Water Quality Project.* p.20
4. Discussion of Report from the Birchwood Water Main Task Force. * p.23
5. Discussion of Ordinance to amend the fee schedule.

CONSENT AGENDA

1. Approval of Special Council Meeting minutes, 2025 Special Council Meeting minutes. * p.51

District. * p. 69

5. Map and Scope of Services for the 2025 deer hunt. * p.93

MOVED BY WEIER; SECOND HANKINS: ALL AYE

ADJOURN

MOVED BY SPERL; SECOND WEIER: ALL AYE

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.



**DRAFT MINUTES OF THE SPECIAL
MEETING OF THE CITY COUNCIL**

**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
October 28th, 2025
5:45 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, City Council
Kathy Weier, City Council
Ryan Eisele, City Council
Ryan Hankins, City Council

CALL TO ORDER (5:45PM)

PLEDGE OF ALLEGIANCE

ROLL CALL (all present)

AGENDA *as amended* (approved without discussion)

1. Discussion and possible approval of Contract for Services for seasonal services related to snow removal and street-surface management. (*proposed contract will be presented at meeting)

Moved by: Weier, 2 Sperl; to request a second/alternative quote using last year's snowfall and determine per-hour pricing with 2" trigger and approximation of time to plow and better explanation of, "tiered," pricing quote and bring to CC in November for action; AA

Moved by Hankins Eisele to authorize a second street-sweep/leaf-collection; AA

2. Discussion and possible approval of moving the City Council meeting from November 11, 2025/November 12, 2025, to November 13, 2025.

Moved by: Hankins to move CC meeting to Friday November 14, 2025 at 6:45 2 Eisele; AA.

To: Mayor and Council Members of the City of Birchwood Village

From: Shelly Rueckert / City of St. Anthony Village -Utility Billing

Date: 11/11/2025

Re: 2026 Proposed Utility rates

The 2026 proposed budgets for Water and Sewer funds and proposed rate adjustments are a result of the following process:

- The water and sewer funds 2025 operations have been reviewed for:
 - Reoccurring costs run rates.
 - 2026 Increase in Met Council Treatment rate for sanitary sewer -5.8% (2025 – 5.6%)
 - 2026 estimated increase cost of water purchased from the City of White Bear Lake ~ 3.5%-5.5% (2024 ~7%)
 - State of Minnesota Surcharge fee increased to \$3.81 per quarter from \$2.43 in 2025
 - Revenues earned from usage charges and flat fees.
 - The average cost of watermain breaks for 2023-2025.
 - Please note that the \$25.50 sewer lift station fee has been retained for 2026 to recover a greater share of the engineering costs incurred.

- Rate adjustments were proposed at amounts that would ensure that net operating income in each fund would be sufficient if:
 - Watermain break costs exceed the five-year average.
 - Water usage for 2026 is comparable to 2025.
 - Proposed sewer usage rates represent a 4% increase over 2025 rates.
 - Retaining the Lift Station fee for 2026 will increase the Sewer fund's cash balance to an amount near the operating minimum reflected in the attachments.

These factors result in the proposed rate adjustments table on the next page.

Water Fund

Rates	2025	2026 Proposed	2026 \$ Increase	2026 % Increase
Flat fee	50.00	50.00	-	0.00%
Quarterly State Surcharge	2.43	3.81	1.38	56.79%
Tier 1	4.30	4.49	0.19	4.50%
Tier 2	4.95	5.17	0.22	4.50%
Tier 3	5.64	5.89	0.25	4.50%
Tier 4	6.45	6.75	0.29	4.50%
Tier 5	7.33	7.66	0.33	4.50%
USAGE BILLING INCREMENT	1,000 gallons	1,000 gallons		
Combined Flat fees % Decrease	-23%	0%		
Usage rate % increase	15%	4.5%		

Sewer Fund

Rates	2024	2025	2026
Sewer Flat Fee	\$36.00	\$36.00	\$36.00
Sewer Unmetered Fee	\$81.60	\$84.85	\$88.24
Sewer Metered Usage Rate	\$4.60	\$4.78	\$4.97
Lift Station replacement fee	\$0.00	\$14.5/\$25.50	\$25.50
USAGE BILLING INCREMENT	1,000 gallons	1,000 gallons	1,000 gallons
Flat fee % CHANGE	NA	NA	NA
Usage rate % increase	2.00%	4.00%	4.00%

The proposed 2026 water and sewer budgets are attached are attached.

If the rates are approved as proposed, the rates will be effective in the 3/1/26 billing.

	2023 ACTUAL	2024 ACTUAL	ESTIMATED ACTUAL 2025	2026 Projected Operations
Flat Fee	\$ 48,658	\$ 52,297	\$ 66,277	\$ 66,277
Usage Charge	100,345	76,307	86,829	90,736
Surcharge	10,396	23,437	34	34
In/out	1,564	3,023	1,804	2,000
Transfers		6,288	2,090	2,173
Charge	3,367	5,318	3,336	5,425
	929	1,208	1,251	1,377
Total	165,259	165,878	161,621	167,988

Water (City of WBL)	64,842	65,056	59,851	66,232
(pass through)	3,397	3,483	3,460	5,425
Building/Tower- IT /Elect/ ATT	5,342	5,319	5,449	5,532
Police (Manship)	12,795	17,575	18,340	19,074
Police supplies	2,460	1,310	1,992	2,072
Supplies / stuffing	12,085	17,022	17,236	17,840
/ Misc.	915		968	997
Water breaks)	38,086	44,424	17,969	34,833
Total	139,922	154,190	125,266	152,004

WM break average cost

2023-2025	100,479.38	3 yr Average
	33,493	3 yr Average
	34,833	3 year average plus 4%

Usage	21,478	(6,426)	7,897	4,735
Fixed	4,160	18,114	28,458	11,249
	25,338	11,688	36,355	15,985

Rates	2023	2024	2025	2026 Proposed	2026 \$ Increase	2026 % Increase
Flat fee	35.00	40.00	50.00	50.00	-	0.00%
Water surcharge / METER REP FEE	25.00*	25.00**	-	-	-	0.00%
Quarterly State Surcharge	2.43	2.43	2.43	3.81	1.38	56.79%
Tier 1	3.56	3.74	4.30	4.49	0.19	4.50%
Tier 2	4.10	4.31	4.95	5.17	0.22	4.50%
Tier 3	4.71	4.95	5.64	5.89	0.25	4.50%
Tier 4	5.44	5.71	6.45	6.75	0.29	4.50%
Tier 5	6.23	6.54	7.33	7.66	0.33	4.50%
USAGE BILLING INCREMENT	1,000 gallons	1,000 gallons	1,000 gallons	1,000 gallons		
Unbilled Flat fees % Decrease	40%	14.29%	-23%	0%		
Usage rate % Increase	0%	5%	15%	6%		

*4th Qtr only

**1st Qtr only

Minimum fund balance (Year end cash balance target)

45% of annual Water expense (represents highest qtr.'s est cash expenditure)	68,402
Reserve for above budgeted watermain breaks	10,000
Greater reduction in water use/ margin	8,992
Minimum fund balance calculated	87,394

Estimated Cash - year end 2025	118,828
Fund Balance surplus	31,434

	2023	2024	ESTIMATED ACTUAL 2025	2026 Projected Operations
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\$	50,321	\$ 48,983	\$ 52,432	\$ 52,704
	6,109	4,896	5,770	6,001
	65,272	56,014	55,061	57,264
		3,462	3,618	3,763
	602	1,003	970	1,009
		23,513		
Total	122,304	137,871	25,050	36,824
			142,901	157,964

No Change
 Unmetered sewer fee (15 Act's)
 Usage rate increased by 4% Met Council treatment costs increased by 5.6%
 57% usage 43% flat

To recover a portion of LS soft costs not covered by grant

	55,023	74,128	\$ 61,416	62,443
	6,287	27,579	28,065	29,463
	1,582	2,539	2,329	2,446
	12,896	47,756	69,596	15,000
		18,007	1,196	
	896	296	191	300
	10,689	9,896	9,320	9,786
	397	3,085	321	450
Total	125,590	183,286	172,432	119,892

2024 14 pmts., 2025 12 pmts., 2026 12 pmts.
 Assume 5% increase in WBT fees / mix of time and rate
 Includes storm water annual maintenance
 2026 budget note - assumes continuing engineer cost for grant documentation and start up operations
 With new lift station complete assume no rehab or major repair project in 2026
 Assume 5% increase in energy costs
 2024 INCLUDED \$2,460 SAC PMT TO MET COUNCIL

\$	(3,285)	\$ (45,415)	\$ (29,531)	\$ 37,472
\$	16,358	\$ (11,244)	\$ 1,477	\$ 2,966
\$	18,176	8,079	14,733	\$ 12,882
\$	(37,820)	(42,250)	(45,742)	21,624
\$	(3,285)	\$ (45,415)	\$ (29,531)	\$ 37,472

2023-2026 estimated net cost \$104,187

Rates	2023	2024	2025	2026
Sewer Flat Fee	\$36.00	\$36.00	\$36.00	\$36.00
Unmetered Fee	\$80.00	\$81.60	\$84.85	\$88.25
Unmetered Usage Rate	\$4.51	\$4.60	\$4.78	\$4.97
Replacement Fee		\$0.00	\$14.5/\$25.50	\$25.50
1,000 gallons		1,000 gallons	1,000 gallons	1,000 gallons
ING INCREMENT		NA	NA	NA
it fee % CHANGE		2.00%	4.00%	4.00%
Rate % increase				MCES rate increase in 2025 - 5.6% 2024- 5.8%
Cash at year end		41,815	12,284	49,756

expense (MCES bills one month in advance)
 net calculated
 at year end
 (deficit)

45,738	47,201	Excludes Lift Station activity
12,284	49,756	
(33,454)	(2,555)	

RESOLUTION 2025-XX

CITY OF BIRCHWOOD VILLAGE WASHINGTON COUNTY, MINNESOTA

A RESOLUTION APPROVING THE 2026 WATER AND SEWER RATE INCREASES

WHEREAS, the City purchases its water from the City of White Bear Lake which is then provided to the residential customers, the residents, of the City, AND

WHEREAS, the City is periodically notified by the City of White Bear Lake of adjustments to the rates for water, AND

WHEREAS, the City then must periodically adjust the rates charged to residents for the provisioning of water, AND

WHEREAS, the City periodically adjusts its sewer rates to consider the annual adjustments in cost of treatment services provided by Metropolitan Council – Environmental Services, AND

WHEREAS, the City periodically adjusts its water and sewer rates to reimburse itself for operating costs such as maintenance, utilities, technology, administrative billing along with the cost of infrastructure repairs, AND

WHEREAS, the City administers its water and sewer billing with the assistance of the City of Saint Anthony Village which analyzes these accounts and periodically calls for adjustments to the City's water and sewer rates based on the available data and projections, AND

WHEREAS, the City has received recommendations from the City of Saint Anthony Village for adjustments in the City's Water and Sewer rates for 2026 as shown in the table here:

Water Rates	2026	Sewer Rates	2026
Water Flat fee per Qtr.	\$50.00	Sewer Flat Fee per Qtr.	\$36.00
State surcharge Qtrly	\$3.81	Lift Station Rehab fee per Qtr	\$25.50
Tier 1	\$4.49	Sewer Metered Usage Rate	\$4.97
Tier 2	\$5.17	Sewer Unmetered Usage Fee per Qtr.	\$88.25
Tier 3	\$5.89		
Tier 4	\$6.75		
Tier 5	\$7.66		

NOW, THEREFORE, BE IT RESOLVED, that the City of Birchwood Village hereby adopts the rate adjustments as recommended above for the 2026 calendar year and authorizes the City of Saint Anthony Village to make those adjustments beginning with the 3/1/2026 scheduled billing cycle.

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

I certify that the City of Birchwood Village adopted the above Resolution on this ____th day of _____, 2025.

_____, Mayor

Attest:

_____, City Administrator-Clerk

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

APPROVING THE HIRING OF INTERIM ADMINISTRATOR

At the regular meeting of the City Council of the City of Birchwood Village held on Tuesday, November 14, 2025, with the following members present: Mayor Arsenault and Council members, Eisele, Sperl, Hankins and Weier, and the Birchwood Village City Council resolved:

WHEREAS, The City is actively seeking a long-term person to serve as the City's Administrator, and

WHEREAS, The City of Birchwood Village may post/advertise for the position in the future if needed, and

WHEREAS, The City of Birchwood Village still has a present need for an Administrator and has identified and asked an individual willing to work in that role until further notice: Mr. H. Alan Kantrud and,

WHEREAS, The City of Birchwood Village desires to hire Mr. Kantrud to perform in that role in an individual capacity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Birchwood Village hereby authorizes the hiring of Mr. H. Alan Kantrud at the rate of compensation t/b/d and in the role of Interim-City-Administrator.

Voting in Favor:

Voting Against:

Abstaining Vote:

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

Jennifer Arsenault, Mayor

Attest:

Therese Bellinger, Acting City Clerk

SG-26P6-11-01
Metropolitan Council
Grant Program for Recreation Open Space
Development – Pass-Through

State of Minnesota
General Obligation Bond Proceeds
Grant Agreement
for the

City of Birchwood Village
Lake Links Trail

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Attachment II – Legal Description of Real Property

Attachment III – Source and Use of Funds

Attachment IV – Project Summary & Completion Schedule

Attachment V – Grant Application N/A

**General Obligation Bond Proceeds Grant Agreement
Grant for Recreation Open Space Development**

GRANTEE: City of Birchwood Village		GRANT NO. SG-26P6-11-01
GRANT PROJECT: Lake Links Trail - See Grant Project Summary & Completion Schedule attached hereto as Attachment IV		
COUNCIL GRANT TOTAL GRANT AMOUNT: \$70,000.00 STATE BONDS: \$70,000.00		STATE FISCAL YEAR: 2023
APPROPRIATION: ML 2023, Regular Session, Chapter 72, Article 3, Section 10, Subdivision 7		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: June 1, 2023 to December 31, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Kate Cilke, Grants Administrator (kate.cilke@metc.state.mn.us)		
COUNCIL ACTION: July 25, 2018		BUSINESS ITEM: 2018-153
EXPIRATION DATE: December 31, 2027		

THIS GRANT AGREEMENT ("Agreement") is made and entered into on the Effective Date by and between the Metropolitan Council ("Council") and the municipality or political subdivision of the State of Minnesota identified above as the ("Grantee.")

RECITALS

1. The Council is authorized by Minnesota Statutes section 473.301 *et seq.* to make grants to eligible governmental units situated wholly or partly within the metropolitan area ("Recreation Open Space Development Grants") for the purpose of development of regional recreation open space in accord with Minnesota Statutes section 473.147, the Regional Parks Policy Plan (the "Council Grant Program").
2. Under the provisions contained in Minnesota Session Laws of 2023, Regular Session, Chapter 72, Article 3, Section 10 (the "G.O. Bonding Legislation") the State of Minnesota has State bonds (the "G.O. Bonding Legislation") in the amount(s) shown on above, (the "Council Grant") to be given to the Grantee as a grant to assist it in the costs of the legislatively defined grant project.

3. The Metropolitan Council has authorized a Recreation Open Space Development Grant to the Grantee to assist in completion of the legislatively defined project.
4. The monies allocated to fund the Council Grant to the Grantee are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.
5. The Metropolitan Council has included the state G.O. Bond appropriation in the Council's Authorized Capital Program.
6. The Grantee's receipt and use of the Council Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Grantee's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation"), and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.
7. The Grantee and the Council desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grantee, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" means this General Obligation Bond Proceeds Grant Agreement for the Grant Project/Facility completion, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" means public or private debt of the Grantee that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in Attachment III to this Agreement; provided, however, the

Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Architect" means the Grantee that will administer the Construction Contract Documents.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of MMB" means the Commissioner of Minnesota Management and Budget, and any designated representatives thereof.

"Commissioner's Order" means that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

"Completion Date" means the project completion date indicated in Attachment IV.

"Contractor" means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Construction Contract Documents" means the document or documents, in form and substance acceptable to the Council, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Grantee and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" means the work to be performed under the Construction Contract Documents.

"Council" means the entity identified as the "Council" in the lead-in paragraph of this Agreement.

"Council Grant Program" means the grant program created by the Council pursuant to Minn. Stat. section 473.301 *et. seq.* for the acquisition and development of regional recreation open space in accord with the Council's Regional Parks Policy Plan.

"Council Grant" means the grant of monies from the Council to the Grantee in amount identified on Page 1 of this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Counterparty" means any entity with which the Grantee contracts under a Use Contract. *This definition only applies if the Grantee enters into an agreement with another party under which such party will operate the Real Property or Facility.*

"Declaration" means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Grantee's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Event of Default" means one or more of those events delineated in Section 2.07.

"Facility", if applicable, means the grant project described on page 1 which will be constructed and located on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Council Grant.

"Fair Market Value" means the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

"G.O. Bonds" means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the Council Grant and any bonds issued to refund or replace such bonds.

"G.O. Compliance Legislation" means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

"Grant Application" not applicable in Council grants.

"Initial Acquisition and Betterment Costs" means the cost to acquire the Grantee's ownership interest in the Real Property and, if applicable, Facility if the Grantee does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless consented to such amount.

"Inspecting Engineer", means the Council's construction inspector, or its designated consulting engineer.

"Leased/Easement Premises" means the real estate and structures, if any, that are leased to the Grantee under a Real Property/Facility Lease or granted to the Grantee under an easement. *This definition is only needed and only applies if the Grantee's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement.*

"Lessor/Grantor" if applicable means the fee owner/lessor or grantor of the Leased/Easement Premises.

"Outstanding Balance of the Council Grant" means the G. O Bond funds of the Council Grant that have been disbursed to or on behalf of the Grantee minus any G.O. Bond funds thereof previously paid back to the Commissioner of MMB.

"Ownership Value", means the value, if any, of the Grantee's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Grantee's execution of this Agreement.

"Policy Plan" means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.

"Project" means the Grantee's acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03

"Real Property" means the real property located in the State of Minnesota, legally described in Attachment II to this Agreement.

"Real Property/Facility Lease" means a long-term lease of the Real Property, the Facility, if applicable, or both by the Grantee as lessee thereunder. *This definition is only needed and only applies if the Grantee's ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease.*

"Reimbursement Request" means a reimbursement request that the Grantee, or its designee, submits to the Council to request the Reimbursement of grant eligible expenses, as referred to in Section 6.02.

"Subsequent Betterment Costs" means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term is used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the Council and the Commissioner of MMB.

"Use Contract" means a lease, management contract or other similar contract between the Grantee and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Grantee enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility.*

"Useful Life of the Real Property and, if applicable, Facility" means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new

structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 Grant of Monies. The Council shall make and issue the Council Grant to the Grantee and disburse the proceeds in accordance with the provisions of this Agreement. The Council Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Grantee acknowledges and agrees that the Council Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Grantee represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box)

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☒ An easement for the Real Property that complies with the requirements contained in Section 2.06.

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
- ☒ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Grantee shall use the Council Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Council Grant for any other purpose.

☐ Acquisition of fee simple title to the Real Property.

- | | |
|-------------------------------------|---|
| ☐ | Acquisition of a leasehold interest in the Real Property. |
| ☐ | Acquisition of an easement for the Real Property. |
| ☒ | Improvement of the Real Property. |
| ☐ | Acquisition of fee simple title to the Facility. |
| ☐ | Acquisition of a leasehold interest in the Facility. |
| ☐ | Construction of the Facility. |
| ☐ | Renovation of the Facility. |

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Grantee or the Grantee must cause such Real Property and, if applicable, Facility to be used for those purposes required by the Council Grant Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Grantee may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Grantee must, whether it is operating the Real Property and/or Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the Council and Commissioner of MMB.

For those programs, if any, that the Grantee will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Grantee covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Grantee covenants with and represents and warrants to the Council that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that

forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Grantee Representations and Warranties. The Grantee further covenants with, and represents and warrants to the Council as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Council Grant for the purpose or purposes described in Recital A of this Agreement.

C. It has legal authority to operate the Council Grant Program and the Real Property and, if applicable, Facility for the purposes required by the Council Grant Program.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, the Council Grant Program and the G.O. Bonding Legislation.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Council Grant, and all of the information it has submitted or will submit to the Council or Commissioner of MMB relating to the Council Grant or the disbursement of any of the Council Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, in Section 7.23.

Q. It will not, without the prior written consent of the Council and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Grantee's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Grantee's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Grantee needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Council Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the Council and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information, unless a waiver is requested and granted, in whole or in part, under the Commissioner's Order, in which case it has or will promptly submit the certification required by the Commissioner's Order to the Council and to Minnesota Management and Budget.

X. The Useful Life of the Real Property, and, if applicable, Facility is defined above in Article 1.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Grantee's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any

way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Grantee, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Grantee that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Grantee to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Grantee's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the Council and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Grantee is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Grantee's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provision

that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12. The Grantee must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Grantee from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Grantee to reimburse the Council for any portion of the Council Grant, and upon such expiration the Grantee's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Grantee shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the Council or the Commissioner of MMB giving the Grantee 30 days written notice of such event and the Grantee's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grantee is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the Council and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Grantee in this Agreement, in any Reimbursement Request, in any other document furnished pursuant to this Agreement, or in order to induce the Council to disburse any of the Council Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grantee fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Grantee fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, the Council Grant Program or the G.O. Bonding Legislation.

D. If the Grantee fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Grantee fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Grantee fails to record the Declaration or submit the certification, as applicable, and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the Council or the Commissioner of MMB giving the Grantee written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Council, the Council or the Commissioner of MMB may enforce any or all of the following remedies.

A. The Council may refrain from disbursing the Council Grant; provided, however, the Council may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third-party beneficiary of this Agreement, may demand that the Outstanding Balance of the Council Grant be returned to it, and upon such demand the Grantee shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, and the Council may demand that the Grantee pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Grantee shall return such amounts to the Commissioner of MMB and to the Council.

D. Either the Council or the Commissioner of MMB, as a third-party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Council or the Commissioner of MMB would otherwise possess.

If the Grantee does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Grantee and in favor of the Council and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grantee is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Grantee shall furnish to the Council and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grantee proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect from the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the Council Grant Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Council Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Grantee and the Council may agree in writing, then the Council's obligation to fund the Council Grant shall terminate. In such event, (i) if none of the Council Grant has been disbursed by such dates then the Council's obligation to fund any portion of the Council Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Council Grant has been disbursed by such dates then the Council shall have no further obligation to provide any additional funding for the Council Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Council Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Grantee's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Grantee's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Grantee's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the Council shall execute, or have executed, and deliver to the Grantee such documents as are required to release the Grantee's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the Council Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the Council Grant Program or G.O. Bonding Legislation indicates otherwise, the Council Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

Article III and its contents is only needed and only applies if the Grantee enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents is not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist. The provision in this Article do not apply unless the grantee enters into an agreement with another party.

Section 3.01 General Provisions. If the Grantee has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Grantee enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the Council Grant Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Grantee is entering into such contract and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Council Grant Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Grantee. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Grantee: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Council Grant Program, (ii) program budgets for each fiscal year showing that forecast program revenues and additional revenues

available for the operation of the Council Grant Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Grantee will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Council Grant Program.

E. It must allow for termination by the Grantee in the event of a default thereunder by the Counterparty, or in the event that the Council Grant Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Grantee is operating the Council Grant Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and/or Facility that is the subject of the Use Contract, unless the Grantee is authorized by law to pay such costs and agrees to pay such costs.

H. If the Grantee pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the Council and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Grantee's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Grantee's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are

needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Council Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Grantee is not required to renew the Use Contract beyond the original term thereof and that the Grantee may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the Council Grant Program in the Real Property and, if applicable, Facility or contract with some other entity to operate the Council Grant Program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Grantee's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Grantee must make a determination that renewal will continue to carry out the Council Grant Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Grantee to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Grantee's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Grantee does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Grantee to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Grantee, a provision that requires the Grantee to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Grantee does not renew a Use Contract if requested by the Counterparty. If agreed to by the Grantee, such reimbursement shall be on terms and conditions agreed to by the Grantee and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Grantee does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Grantee does receive any monies under a Use Contract in excess of the amount the Grantee needs and is authorized to use

to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Grantee to the Council and Commissioner of MMB proportionate to their respective shares of the Council Grant. The portions of such excess monies that the Grantee must and shall pay to the Council and the Commissioner of MMB shall be determined by the Council and the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Council Grant and the denominator of which is sum of the Council Grant and the Approved Debt.

Article IV

SALE

Section 4.01 Sale. The Grantee shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Grantee determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Council Grant Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Grantee's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Grantee's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Grantee may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Grantee agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Council Grant Program.

Section 4.02 Proceeds of Sale. Upon the sale of the Grantee's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt

associated with the Grantee's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Council Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Council Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Grantee for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the Council under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the Council, the Grantee, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the Council, the Grantee, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the Council shall be made to the Commissioner of MMB, and the Grantee may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent. The Grantee shall not be required to pay or reimburse the Council or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Council Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Grantee and the Council acknowledge and agree that the Grantee's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Grantee will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Grantee's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax-Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Grantee agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Council Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Council Grant that it receives under this Agreement in a segregated non-interest-bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Grantee or any Counterparty that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Council Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions

necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Grantee, or if the Grantee's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Grantee the Council shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Grantee's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Reimbursement. The Council will reimburse the Grantee for grant eligible expenses as submitted.

Section 6.02 Reimbursement Requests and Payment. The Council will reimburse the Grantee for grant eligible expenses as submitted. Payment request shall be made using reimbursement request forms as provided by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

Notwithstanding anything herein to the contrary, no Reimbursements for materials stored on or off the Real Property will be made by the Council unless the Grantee shall advise the Council, in writing, of its intention to so store materials prior to their delivery and the Council has not objected thereto.

At the time of submission of each Reimbursement Request, other than the final Reimbursement, the Grantee shall submit to the Council such supporting evidence as may be requested by the Council to substantiate all payments which are to be made out of the relevant Reimbursement Request or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Reimbursement Request, which shall not be submitted before completion of the Project, the Grantee must comply with all requirements contained in Section 7.32 D. of this Agreement.

Section 6.03 Additional Funds. If the Council shall at any time in good faith determine that the sum of the undisbursed amount of the Council Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the Council may send written notice thereof to the Grantee specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grantee agrees that it will, within 10 calendar

days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the Council's notice.

Section 6.04 **Condition Precedent to Any Reimbursement.** The obligation of the Council to make any Reimbursement hereunder shall be subject to the following conditions precedent:

A. The Council shall have received a Reimbursement Request for such Reimbursement specifying the amount of funds being requested, which such amount when added to all prior requests for a Reimbursement shall not exceed the amount of the Council Grant delineated in Section 1.01.

B. The Council shall have either received (i) a duly executed Declaration (Attachment I) that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or (ii) a certification required by Section 7.02(b) of the Commissioner's Order if a waiver to the Declaration requirement has been granted by the Commissioner of MMB.

C. The Council shall have received evidence, in form and substance acceptable to the Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grantee.

D. The Council shall have received evidence, in form and substance acceptable to the Council, that the Grantee has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Council shall have received evidence, in form and substance acceptable to the Council, that the Grantee is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The Council shall have received evidence, in form and substance acceptable to the Council, showing that the Grantee possesses the ownership interest delineated in Section 2.02.

G. The Council shall have received evidence, in form and substance acceptable to the Council, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The Council shall have received evidence, in form and substance acceptable to the Council, that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits,

bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The Council shall have received evidence, in form and substance acceptable to the Council, that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The Council shall have received evidence, in form and substance acceptable to the Council, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The Council shall have received evidence, in form and substance acceptable to the Council, that the Grantee has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The Council shall have received evidence, in form and substance acceptable to the Council, that the insurance requirements under Section 7.01 have been satisfied.

M. The Council shall have received evidence, in form and substance acceptable to the Council, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Council shall have received evidence, in form and substance acceptable to the Council, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the Council and the Grantee as parties.

P. No determination shall have been made by the Council that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Grantee under Section 6.03, then the Grantee has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the Council that sufficient funds are available.

Q. The Grantee has supplied to the Council all other items that the Council may reasonably require.

Section 6.05 Construction Inspections. The Grantee and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Reimbursement has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Grantee or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grantee shall immediately notify the Council, in writing. The Council and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the Council's interest, and that any inspections which may be made of the Project by the Council or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the Council, and the Grantee will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Grantee shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self-insuring under a program of self-insurance legally adopted, maintained and adequately funded by the Grantee, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council under which the Council and the Grantee are named as loss payees. If damages which are covered by such required insurance occur, then the Grantee shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Grantee elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Grantee's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Grantee's ownership interest in the Real Property and Facility. If the Grantee elects to sell its ownership interest in the damaged Facility and portion of the Real Property

associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grantee.

The Council agrees to and will assign or pay over to the Grantee all insurance proceeds it receives so that the Grantee can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Grantee elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Grantee shall have the Council named as an additional named insured therein.

The Grantee may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Grantee continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the Council or the Commissioner of MMB, the Grantee shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Grantee regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Grantee fails to provide and maintain the insurance required under this Section, then the Council may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the Council to obtain or maintain such insurance shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the Council to obtain or maintain such insurance, and the Council's decision to not obtain or maintain such insurance shall not lessen the Grantee's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Grantee has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Grantee can no longer comply with the provisions contained in Section 2.04, then the Grantee shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grantee to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Grantee's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Grantee's ownership interest in

the remaining Real Property and, if applicable, Facility. If the Grantee elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grantee.

As recipient of any of condemnation awards or proceeds referred to herein, the Council agrees to and will disclaim, assign or pay over to the Grantee all of such condemnation awards or proceeds it receives so that the Grantee can comply with the requirements that this Section imposes upon the Grantee as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Grantee shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Grantee's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

The Grantee shall not, without the written consent of the Council and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Council Grant Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Council Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the Council may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Grantee irrevocably authorizes and empowers the Council to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the Council hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the Council to take any action, incur any expense, or expend any funds, and the Council shall not be responsible for or liable to the Grantee or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the Council to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year.

Section 7.04 Records Keeping and Reporting. The Grantee shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, the Council Grant Program and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the Council, auditors for the Council, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Grantee shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by Council. Upon reasonable request by the Council and without interfering with the normal use of the Real Property and, if applicable, Facility, the Grantee shall allow and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the Council to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Grantee agrees with respect to any data that it possesses regarding the Council Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Grantee agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date

of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Grantee agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Grantee hereby assigns to the Council and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Grantee agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grantee agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grantee shall provide all information that the Council may request in order for the Council to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grantee shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grantee shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grantee must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Council Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grantee shall just notify the Chairs and the Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Grantee agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced

from time to time with respect to the Project and the operation of the Council Grant Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Council Grant Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Grantee and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grantee is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grantee, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Grantee. The Grantee shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the Council, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Council, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Grantee further agrees to indemnify, save, and hold the Council, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grantee, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee, the Council, or the Commissioner of MMB, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Council, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Grantee or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

The Council:
Kate Cilke, Grants Administrator
CD/MTS Finance & Administration (or successor)
Mailing Address: 390 North Robert Street, St. Paul, MN 55101
Phone: 651-602-1938
E-mail: kate.cilke@metc.state.mn.us

The Grantee: City of Birchwood Village
Name: Bridget Sperl, Councilmember
Mailing Address: 207 Birchwood Avenue, Saint Paul, MN 55110
Phone: 651-426-3403
E-mail: Bridget.Sperl@cityofbirchwood.com

To the Commissioner of MMB at:
Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grantee and the Council, and their respective successors and assigns. Provided, however, that neither the Grantee nor the Council

may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grantee or the Council unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Grantee, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grantee, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Grantee, the Council, or the Commissioner of MMB, as a third-party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grantee and the Council, and there are no other agreements, either oral or written, between the Grantee and the Council on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 Matching Funds. The Grantee must obtain and supply the following matching funds, if any, for the Project: Not Applicable

Section 7.24 Source and Use of Funds. The Grantee represents to the Council and the Commissioner of MMB that Attachment III is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the

completion of the Project, and that the information contained in such Attachment III correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Council Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grantee, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Council Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB. If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grantee must provide to the Council and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Grantee shall also supply whatever other information and documentation that the Council or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Grantee's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the Council Grant Program or G.O. Bonding Legislation, be provided by either the Grantee or a Counterparty under a Use Contract.

Section 7.25 Project Summary & Completion Schedule. The Grantee represents to the Council and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The Council Grant Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the Council and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Grantee Tasks.** Any tasks that this Agreement imposes upon the Grantee may be performed by such other entity as the Grantee may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Grantee.

Section 7.28 **Council and Commissioner Required Acts and Approvals.** The Council and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Grantee's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grantee's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Additional Requirements.** The Grantee and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

A. **Semi-Annual Reporting during the Grant Project Activity Period.** Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programing and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

B. **Final Report and Grant Closeout.** Prior to the Council's approval and release of the Final Reimbursement, the Grantee must submit a final closeout report that provides the completed project results, acknowledges that the grant funds have been spent in accordance with the grant agreement, and certifies that the reported expenditures fairly and accurately represent the true project costs. The Final Reimbursement must include all final costs and expenditures.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

CITY OF BIRCHWOOD

METROPOLITAN COUNCIL

By: _____

By: _____

Its: Jennifer Arsenault
City of Birchwood Mayor

LisaBeth Barajas, Executive
Director
Community Development
Division

Date: _____

Date: _____

ATTEST

By: _____

Its: City of Birchwood Manager

Date: _____

Approved as to form

By: _____

H. Alan Kantrud
City of Birchwood Attorney

Date: _____

Attachment I

(Above space is reserved for recording information)

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in Washington County, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

- ☐ a fee simple title,
☐ a lease, or
☒ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in Metropolitan Council Grant Agreement No. SG-23P6-11-01 by and between the Metropolitan Council and undersigned, dated _____, 202_ (the "Council Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the Useful Life of the Real Property and, if applicable, Facility (as defined in the Council Grant Agreement) or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Regional Administrator of the Metropolitan Council and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

City of Birchwood Village, a political subdivision
of the State of Minnesota

By: _____

Its: _____

Date: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

On the _____ day of _____, 202__, before me a notary public within and for the
County of _____, personally appeared _____, the
_____ of the _____, a political subdivision of the State of
Minnesota, on its behalf.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

Exhibit A to State Bond Declaration and Attachment II

LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III -

SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds		Ownership Acquisition and Other Items Paid for with G.O. Grant Funds	
SG-26P6-11-01	\$70,000.00	Purchase of Ownership Interest	\$ _____
Other State Funds		Other Items of a Capital Nature:	
	\$ _____	Construction	\$70,000.00
	\$ _____		\$ _____
	\$ _____		\$ _____
Subtotal	\$ _____	Subtotal	\$ _____
Matching Funds		Items Paid for with Non-G.O. Grant Funds	
	\$ _____		\$ _____
	\$ _____		\$ _____
Subtotal	\$ _____	Subtotal	\$ _____
Other Public Entity Funds			
	\$ _____		\$ _____
	\$ _____		\$ _____
Subtotal			
Loans			
	\$ _____		
	\$ _____		
Subtotal	\$ _____		
Other Funds			
	\$ _____		
	\$ _____		
Subtotal	\$ _____		
Prepaid Project Expenses			
	\$ _____		
	\$ _____		
Subtotal	\$ _____		
TOTAL FUNDS	\$70,000.00	TOTAL PROJECT COSTS	\$70,000.00

Attachment IV

PROJECT SUMMARY & COMPLETION SCHEDULE

(Activities and Schedule to Complete Project)

Activity & Project Description <i>(in chronological order)</i>	Predesign, design, construct, furnish, and equip a Lake Links Trail segment extending through the city of Birchwood Village and connecting to Lake Links Trail segments in adjacent communities to complete a loop around White Bear Lake. Finalize Contracts – Winter 2026 Construction – Spring/Summer 2026 Final Reporting – Fall 2026
Projected Completion Date	December 31, 2027
Grant reporting and closeout.	December 31, 2027
Project Budget (Total Grant Award)	\$70,000.00
External Professional Services	\$0.00
Internal Professional Services	\$0.00
Construction	\$70,000.00

Attachment V

GRANT APPLICATION

Not applicable

General Obligation Bond Financed
DECLARATION

The undersigned has the following interest in the real property located in Washington County, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

☐ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in Metropolitan Council Grant Agreement No. SG-23P6-11-01 by and between the Metropolitan Council and undersigned, dated _____, 202_ (the "Council Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the Useful Life of the Real Property and, if applicable, Facility (as defined in the Council Grant Agreement) or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Regional Administrator of the Metropolitan Council and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

Exhibit A to State Bond Declaration
LEGAL DESCRIPTION OF REAL PROPERTY

RESOLUTION NO. 2025-

A RESOLUTION to authorize the replacement of light fixtures with energy-efficient LED lighting at City Hall.

WHEREAS, the existing lighting fixtures at City Hall are outdated, inefficient, and contribute to higher utility costs; and

WHEREAS, replacing current fixtures with energy-efficient LED lighting will result in long-term cost savings, reduced environmental impact, and improved lighting quality for staff and visitors; and

WHEREAS, the City has reviewed available options and determined that replacing the light fixtures is as cost effective as LED retrofitting ; and

WHEREAS, funding for this project is available in the General Government Buildings & Plant fund; and

WHEREAS, the proposed upgrade supports the City's broader efforts to modernize infrastructure and demonstrate leadership in energy conservation;

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

1. The City Administrator or designee is hereby authorized to proceed with the replacement of existing light fixtures at City Hall with LED lighting not to exceed \$3000.
2. The project shall be completed in a timely manner, with minimal disruption to City Hall operations.

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

Mayor

Attested:

Deputy City Clerk

LED light fixture from Menard's	\$70x8	\$560
---------------------------------	--------	-------

Labor- Ron and Jim- 16 hrs. x 3 days	\$1440 (approx.)
--------------------------------------	------------------

<u>Scaffolding</u>	<u>\$30</u>
--------------------	-------------

Total:	\$2030.00
--------	-----------

We are also waiting on a quote from an electrician.

Estimate



ADDRESS
Therese Bellinger Birchwood Village 207 Birchwood Avenue Birchwood Village, MN 55110

ESTIMATE #	DATE
6524	09/07/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	TR	Tree removal project at Polly's Park. We'll need smaller, unmarked diseased Ash trees removed beforehand to help improve our access and efficiency. Price includes chip brush, haul logs and cut stumps low as possible.	1	0.00	0.00
	TR	Remove large piles of brush and logs stacked along access path to park...no charge if you agree to line item three by 11/30/25.	1	0.00	0.00
	TR	Remove 36 marked, diseased and potentially hazardous Green Ash in Polly's park using crane truck set up in park area past brush/log piles.	36	550.00	19,800.00

Thank you, Tyler

SUBTOTAL 19,800.00

TAX 0.00

Woodchuck Tree Care
7310 Jocelyn Rd. N.
Stillwater, MN 55082

TOTAL \$19,800.00

Accepted By

Accepted Date



4343 White Bear Parkway/Vadnais Heights, MN 55110
P: 651.317.4080
www.BirchTreeCare.com

Proposal submitted to:
City of Birchwood Village

207 Birchwood Ave
Birchwood Village, MN 55110

info@cityofbirchwood.com
Phone: 651-426-3403

Date: 8/21/2025 6:28

Job Name: City of Birchwood Village 202508

Work Site: 415 Birchwood Ave
Birchwood, MN 55110

Proposed By: Paul Asleson

#	Item	Description	Qty	Price
1	Brush	Brush Removal	1	\$1,000.00
		Large brush pile along the street at the entrance to Polly's Park- complete removal and disposal		
2	Debris	Wood/Debris Recycling Fee (Removal)	1	\$50.00
		5% Wood/Debris Recycling Fee		
3	Ash	Tree Removal	1	\$24,000.00
		13", 12", 10", 14", 13", 13", 8", 8", 6", 12", 10", 15", 17", 24", 18", 20", 20", 10", 21", 15", 10", 12", 12", 12", 15", 15", 32" and 16" ash trees (West side of the path, smaller trees in open areas were not marked)		
		-complete removal and disposal; cut the main stems close to ground level		
4	Debris	Wood/Debris Recycling Fee (Removal)	1	\$1,200.00
		5% Wood/Debris Recycling Fee		
5	Ash	Tree Removal	1	\$6,500.00
		17", 12", 14", 12", 10", 11", 20" and 16" ash trees, East side of the path (marked)		
		-complete removal and disposal; cut the main stems close to ground level		
6	Debris	Wood/Debris Recycling Fee (Removal)	1	\$325.00



5% Wood/Debris Recycling Fee

Note: We will need to access these areas with equipment in order to safely and efficiently remove these trees.

Notes:

Subtotal: \$33,075.00

Sales Tax: \$0.00

Total: \$33,075.00

To proceed, please approve this contract by email or mail.
Payment by credit card will have an added fee of 3.5%
A fuel surcharge of 1.5% will be added at the time of invoice.

Customer Signature

Date



NOVEMBER 14, 2025
RESOLUTION NO. 2025-

Resolution to Authorize Website Management Services by Cris Stoltzman

WHEREAS, the City recognizes the importance of maintaining a professional, functional, and up-to-date municipal website to ensure transparency, accessibility, and effective communication with the public;

WHEREAS, Cris Stoltzman has been providing website management services at an hourly rate of \$27.56, consistent with his videography rate, and has averaged approximately 10 hours per month without a formal agreement or cap;

WHEREAS, the City desires to formalize this arrangement to ensure clarity, accountability, and continuity of service;

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

1. **Appointment:** Cris Stoltzman is hereby authorized to continue providing website management services for the City.
2. **Scope of Work:** Services may include but are not limited to website updates, content uploads, layout adjustments, troubleshooting, and coordination with staff for timely publication of public notices, agendas, minutes, and other civic materials.
3. **Compensation:** Cris Stoltzman shall be compensated at a rate of \$27.56 per hour, as an independent contractor and not as a W-2 employee, for website management services.
4. **Hours and Cap:** The City acknowledges an average of 10 hours per month to date. Upon completion of website set-up, a monthly cap of 5 hours may be established by the City Administrator or designee to ensure budgetary oversight.
5. **Term:** This agreement shall remain in effect until modified or terminated by the City, with services subject to review and renewal annually.
6. **Reporting:** Cris shall submit monthly invoices detailing hours worked and tasks completed. The City reserves the right to request additional documentation or adjust scope as needed.

PASSED AND ADOPTED this 14th day of November, 2025.

Mayor

Attested:

Owner: City of Birchwood Village
Engineer: Bolton & Menk, Inc.
Contractor: S.M. Hentges & Sons, Inc.
Project: Wildwood Avenue Lift Station Replacement
Contract: _____

Owner's Project No.: _____
Engineer's Project No.: ON1.131616
Agency's Project No.: _____

Application No.: 5 & Final Application Date: 11/1/2025
Application Period: From 10/1/2025 to 10/31/2025

1. Original Contract Price	\$	585,037.21
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	585,037.21
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	573,336.47
5. Retainage		
a. _____ X \$ 573,336.47 Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	573,336.47
7. Less previous payments	\$	544,669.65
8. Amount due this application	\$	28,666.82
9. Balance to finish, including retainage (Line 3 - Line 4)		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: S.M. Hentges & Sons, Inc.

Signature: Ryan Possley
Digitally signed by Ryan Possley
DN: cn=Ryan Possley, o=SMH&S, ou=SMH&S, email=ryan.possley@smh&s.com, c=US

Date: 11/3/25

Name: Ryan Possley

Title: APM

Recommended by Engineer

Approved by Owner

By: *Marcus A. Johnson*

By: _____

Name: Marcus Johnson

Name: Jennifer Arsenault

Title: Associate Project Engineer

Title: Mayor

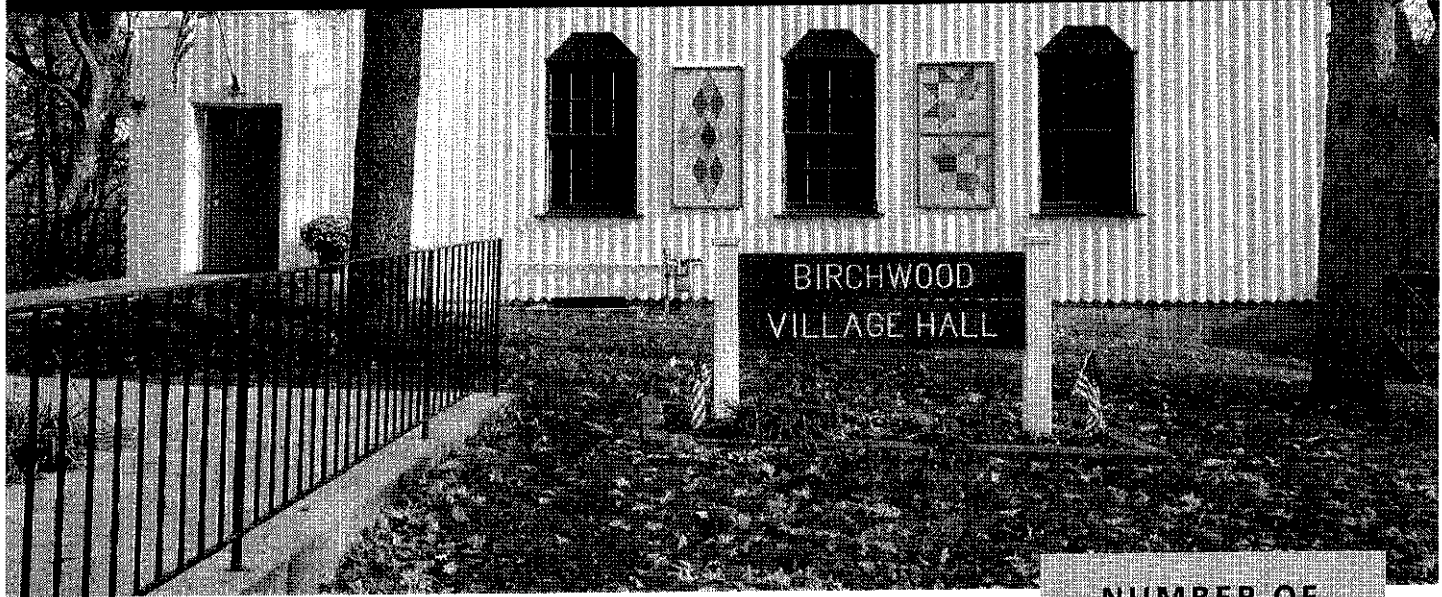
Date: 11/3/2025

Date: _____



BIRCHWOOD

MONTHLY NEWSLETTER | NOVEMBER 2025



CRIME-FIGHTING TOOLS YOU CAN USE

Reducing crime and improving quality of life is a team effort, and a well-informed citizenry plays an important role. Washington County offers residents tools to help them be proactive in staying informed and in keeping their families and homes safe.



First, county residents can sign up for **CodeRED**, which sends emergency and community updates on evacuations, shelter-in-place orders, police activity, missing persons and more via phone, text, email or app. The Sheriff's Office encourages all residents to sign up for this important free service — just scan the QR code above or text WASHINGTONMN to 99411.

Another free tool is **CrimeMapping.com**, an online database available for any county resident. This user-friendly web-based program offers a visual representation of incidents within our jurisdiction and allows for easy access to incident data, including incident type, date, time, location and case numbers, for up to 180 days. It includes these types of incidents: arson, assault, burglary, disturbing the peace, drugs/alcohol violations, DWI, fraud, homicide, motor vehicle theft, robbery, theft/larceny, vandalism, vehicle break-in/theft and weapons offenses.

Finally — and perhaps most importantly — don't forget: **If you see something, say something.** Our dedicated team of telecommunicators, deputies, and other first responders are here for you 24/7. When in doubt, call 911 — and not just for emergencies. When you call, our telecommunicators receive valuable information through advanced technology that supports a faster, more informed response. The same professionals who answer emergency calls also manage non-emergency lines, so you're not bothering them by calling 911. They'll simply ask if your situation is an emergency. If it's not, they may place you on hold briefly, but they'll make sure you get the help or guidance you need as soon as possible.

The most important thing is to report what you see when it's happening. We would much rather

NUMBER OF
INCIDENTS

24

TRAFFIC
STOPS

4

CITATIONS

3

WELFARE CHECK

6XX BIRCHWOOD AVENUE

Just before 7pm on Oct. 26, a deputy spoke with caller who was concerned for the mental and physical health of her father. She explained that earlier in the day he had started behaving erratically and had become verbally aggressive with his wife, the caller's mother. The caller brought her mother to a relative's home and went back to check on her father, but he had left in his pickup truck and wasn't responding to calls or texts. The daughter said he had been experiencing some health issues and delusions lately, which were causing him to go into rages. The deputy went to the home to check on the father, confirming he was no longer there and wasn't answering calls or texts, so he was entered as a missing person. Later, the father called the daughter and was making vague suicidal references but wouldn't reveal his location. With the cell phone now active, the deputy then called the father, who hung up quickly. The deputy requested a ping on the phone, which ultimately led to a possible location in Hinckley. In the early hours of Oct. 27, a Pine County deputy was able to confirm the father's location at a hotel, speaking with him through the door. As he appeared to be safe and was not making suicidal threats, the deputy was removed as a missing person.

MESSAGE FROM THE SHERIFF

The Washington County Sheriff's Office was proud to attend the opening ceremony of this year's Law Enforcement Torch Run for Special Olympics (LETR) conference, hosted Oct. 16-18 in Minneapolis. We were inspired by the powerful stories shared by Special Olympics athletes and by the global partnership between law enforcement and the Special Olympics community. A special highlight was supporting our very own Sgt. Matt O'Hara in his role as Minnesota State Director of LETR. His dedication to supporting and fundraising for Special Olympics athletes is truly remarkable.

"The Law Enforcement Torch Run has given me more than I could ever give back," says Sgt. O'Hara on the Special Olympics Minnesota website. "The opportunities, friendships and experiences I have been a part of have created a lasting impact on my life. The SOMN athletes I interact with on a regular basis have taught me so much about who I am and improved my life personally and professionally in a way I didn't know I'd need."

Over the past 40 years, LETR has raised more than \$1 billion nationally to support these athletes — and the impact continues to grow. In Minnesota alone, that number is \$58 million raised for our in-state programs and athletes. To get involved or show your support, visit the [SOMN website](#).

We'd also like to congratulate Sgt. O'Hara on his recent promotion. In his 18 years as a Washington County deputy, he has served as a Patrol deputy; a Water, Parks and Trails deputy; a Coordinated Response Team detective; field training officer; honor guard member; SWAT Tech team lead; Mobile Field Force member; and Emergency Vehicle Operation Course instructor. In his new assignment, he will be assigned to the Patrol division. We value his experience and commitment, on the job and off!



In service,

Dan Starry

Sheriff Dan Starry

City, BIRCHWOOD VILLAGE: 24

Date	Case#	Address	Event Description
2025 8:25:08 PM	WC25052749	XXX Birchwood Ave, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
2025 1:24:00 PM	WC25053471	HALL AVE / JAY ST, BIRCHWOOD VILLAGE	TRAFFIC STOP
2025 1:40:00 PM	WC25053474	HALL AVE / JAY ST, BIRCHWOOD VILLAGE	TRAFFIC STOP
2025 1:49:00 PM	WC25053478	HALL AVE / JAY ST, BIRCHWOOD VILLAGE	TRAFFIC STOP
2025 4:21:02 PM	WC25053697	XXX Wildwood Ave, BIRCHWOOD VILLAGE	CIVIL MATTER/DISPUTE
2025 4:03:31 PM	WC25053893	XXX Wildwood Ave, BIRCHWOOD VILLAGE	LOST PROPERTY/ITEM
2025 3:18:59 PM	WC25054090	XXX WILDWOOD AVE, BIRCHWOOD VILLAGE	ASSIST OTHER AGENCY
2025 9:38:14 PM	WC25054730	XX Oakridge Dr, BIRCHWOOD VILLAGE	NOISE COMPLAINT/DISTURBANCE
2025 1:50:14 AM	WC25054911	3XXX EAST COUNTY LINE RD, BIRCHWOOD VILLAGE	MEDICAL
2025 2:12:09 PM	WC25054992	XXX Wildwood Ave, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
2025 2:04:50 PM	WC25055338	XX Birchwood Ln, BIRCHWOOD VILLAGE	INDECENT EXPOSURE
2025 1:28:26 AM	WC25055607	3XXX East County Line Rd, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
2025 6:43:06 AM	WC25055639	3XXX East County Line Rd, BIRCHWOOD VILLAGE	ANIMAL COMPLAINT
2025 8:26:00 AM	WC25055640	3XXX East County Line Rd, BIRCHWOOD VILLAGE	TRESPASS NOTICE
2025 1:20:03 PM	WC25055700	XXX Wildwood Ave, BIRCHWOOD VILLAGE	FRAUD/SCAM
2025 3:43:05 PM	WC25055734	XXX Cedar St, BIRCHWOOD VILLAGE	DISTURBANCE
2025 8:32:08 AM	WC250556165	XXX Lake Ave, BIRCHWOOD VILLAGE	TRESPASSING
2025 1:53:06 AM	WC250556298	XXX Wildwood Ave, BIRCHWOOD VILLAGE	MEDICAL
2025 9:27:54 PM	WC250556628	XXX Cedar St, BIRCHWOOD VILLAGE	SUSPICIOUS PERSON/ACTIVITY
2025 10:52:00 PM	WC250556599	WILDWOOD AVE / CEDAR ST, BIRCHWOOD VILLAGE	TRAFFIC STOP
2025 9:41:56 AM	WC250556697	XXX Wildwood Ave, BIRCHWOOD VILLAGE	MEDICAL
2025 12:06:17 PM	WC250556904	XXX Lake Ave, BIRCHWOOD VILLAGE	FOLLOW UP
2025 6:59:00 PM	WC25057352	XXX Birchwood Ave, BIRCHWOOD VILLAGE	MISSING PERSON
2025 6:21:02 AM	WC25057415	XXX Birchwood Ave, BIRCHWOOD VILLAGE	FOLLOW UP

Tennis Sanitation, L.L.C.

651-459-1887

"Recycling is Everyone's Future"

RECYCLING QUARTERLY REPORT

Quarter 2 2025

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:

	JULY	AUGUST	SEPTEMBER	NET		
TYPE	Wght (tons)	Wght (tons)	Wght (tons)	Total Wgt	UNIT	DESCRIPTION
Cardboard: 32.62%	3.49	2.19	1.99	7.67	tons	Includes all cardboard boxes.
Paper: 29.67%	3.17	1.99	1.81	6.97	tons	Includes paper, newspaper and junk mail
Scrap Metal: 2.07%	0.22	0.14	0.13	0.49	tons	Metal pans and misc metal
Large Plastic: 1.54%	0.16	0.10	0.09	0.36	tons	Toys, patio furniture and large containers
Z-Bale Plastic: 2.86%	0.31	0.19	0.17	0.67	tons	Food and beverage containers
PET Plastic: 4.85%	0.52	0.32	0.30	1.14	tons	Food and beverage containers
Tin: 1.47%	0.16	0.10	0.09	0.35	tons	Includes all bi-metal and tin cans
Chipped Glass: 15.87%	1.70	1.06	0.97	3.73	tons	Includes all clear, brown and green colors
Aluminum: 2.63%	0.28	0.18	0.16	0.62	tons	Includes all aluminum cans
Linens: 0.03%	0.00	0.00	0.00	0.01	tons	Reusable clothing and shoes
Milk Cartons: 0.29%	0.03	0.02	0.02	0.07	tons	Beverage cartons
Residuals: 6.10%	0.65	0.41	0.37	1.43	tons	Includes all residuals and trash
Total Tons: 100.00%	10.70	6.70	6.10	23.50	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:	58.15	36.41	33.15	42.57	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 2024.

Great job on your recycling efforts.

Sincerely,

Greg & Willie Tennis

Tennis Sanitation

PO Box 62

720 4th St St. Paul Park, MN 55071



Minnesota Paid Leave

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

You can take leave for the following qualifying events:

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered, but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

What are my employment protections?

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you pay.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

Minnesota Paid Leave

180 E 5th St, Suite 1200 | St. Paul, MN 55101

paidleave.mn.gov

MINNESOTA PAID LEAVE

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website. If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

Who pays for Paid Leave?

Paid Leave is funded by premiums paid by employees and employers. **The initial premium rate for small employers is 0.66% of wages** up to the cap set by Social Security's Old-Age, Survivors, and Disability Insurance program (currently \$176,000). Your employer **may deduct up to 0.44% of your wages** to fund your portion of the premium. This is the same amount as employees working for large employers. This total premium covers both Medical Leave (0.46%) and Family Leave (0.2%).

Employers are responsible for sending premiums to Paid Leave on behalf of all employees.

Your premium contributions are:

Medical Leave	Total Medical Leave Premium: 0.46%		
	<i>City of Birchwood Village</i>	will contribute	____%
			of the Medical Leave contribution
	and the remaining		____%
			will be deducted from your wages

Family Leave	Total Family Leave Premium: 0.2%		
	<i>City of Birchwood Village</i>	will contribute	____%
			of the Family Leave contribution
	and the remaining		____%
			will be deducted from your wages

Total deducted from your wages	____%
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How do I take Paid Leave?

1. Notify your employer.
2. Apply with Paid Leave. You will be able to apply for Paid Leave at paidleave.mn.gov. You can also apply over the phone if needed.

After you apply, you will receive a determination from Paid Leave, which is the official decision from the program about whether your application was approved or denied.

If you are approved for Paid Leave payments, they will be sent to the bank account or prepaid debit card selected in your application.

Learn more

Visit paidleave.mn.gov to apply or for more information about Paid Leave, including calculators to help you estimate your premium costs and the payments you could receive under Paid Leave.

Other ways to reach us

Phone: 651-556-7777 or 844-556-0444 (toll free).

E-mail: paidleave@state.mn.us

Mail: Department of Employment and Economic Development, Paid Leave Division
180 E 5th Street, 12th Floor, Saint Paul, MN

Information is available in alternative formats for people with disabilities by using the contact information listed above.

Employer Information:

Employer Name:	City of Birchwood Village
Mailing Address:	207 Birchwood Avenue St. Paul, MN 55110
Employer Identification Number (FEIN):	41-6004982

Employee Acknowledgement:

☐	I acknowledge receipt of this notification
Name	
Signature	
Date	

Minnesota Paid Leave

180 E 5th St, Suite 1200 | St. Paul, MN 55101

paidleave.mn.gov

MINNESOTA'S PAID LEAVE LAW

Paid medical and family leave coverage begins January 1, 2026.

Paid Leave will be funded by premiums made up of contributions from employees and employers.

An individual is able to take 1-12 weeks for medical leave and 1-12 weeks for family leave. A maximum of 20 weeks combined in one year if someone qualifies for both medical and family leave.

Minnesotans can get up to 90% of usual wages, up to \$1,423 per week (based on 2025 numbers). You must have earned at least 5.3% of the statewide average annual wage in the past year to be eligible (\$3,700 in 2024). Even people who can not use the program must pay premiums.

Employers are categorized into small business and large business based on the number of employees. Small business is 30 or less employees, large business is over 30 employees. If a business qualifies as a small business, premiums would be withdrawn at .66%, large business .88%. The number of employees will be based on the previous five quarters.

Currently the City of Birchwood Village has 8 employees in the previous five quarters. The City is classified as a Small Business meaning the premiums would be due at the .66% rate.

Last Year of wages \$ 132,268.76

	100%	50/50 with
	Township	Employee
Large Business .88%	\$ 1,163.97	\$ 581.98
Small Business .66%	\$ 872.97	\$ 436.49

One thing to mention is that the Council Members will have to contribute to this program the way it is set up currently. They are not eligible to participate due to the fact that they do not earn at least 5.3% of the statewide average annual wage in the past year. After speaking to DEED they will be able to see a tax specialist to try to get the money they have paid into the program refunded as they cannot participate.

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

RESOLUTION NO. 2025-XX

**A RESOLUTION APPROVING THE CITY OF BIRCHWOOD VILLAGE TO PAY
100% OF THE ANNUAL PREMIUM FOR MINNESOTA PAID FAMILY AND
MEDICAL LEAVE**

WHEREAS, the State of Minnesota has enacted a Paid Family and Medical Leave (PFML) program to provide wage replacement benefits to eligible employees during qualifying family or medical leave; and

WHEREAS, participation in the PFML program requires payment of an annual premium, which may be shared between the employer and employees or fully covered by the employer; and

WHEREAS, the City Council of Birchwood Village recognizes the importance of supporting its employees during times of personal or family medical need and wishes to promote employee well-being, retention, and morale; and

WHEREAS, the City Council finds it in the best interest of the City and its workforce to assume the full cost of the annual PFML premium on behalf of its eligible employees;

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

1. The City of Birchwood Village shall pay 100% of the annual premium required under the Minnesota Paid Family and Medical Leave program for all eligible City employees.
2. The City Administrator and Finance Officer are hereby authorized and directed to take all necessary steps to implement this resolution and ensure timely payment of the required premium.
3. This resolution shall be effective upon its passage and adoption.

Adopted by the City Council of Birchwood Village this ____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

City of Birchwood Village
Balance Sheet
As of October 31, 2025

ASSETS

Checking/Savings		
PMA 4M Fund (Cash Control)		\$ 1,030,245.97

Total Current Assets		\$ 1,030,245.97
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LIABILITIES & EQUITY

Liabilities		\$ -
Equity		
Fund Balance January 1, 2025		\$ 1,109,643.59
Net Income		\$ (79,397.62)
Total Equity		\$ 1,030,245.97

Total Liabilities & Equity		\$ 1,030,245.97
---------------------------------------	--	------------------------

Balance Per Fund

General Fund		\$ 915,495.39
Special Revenue Fund		\$ 31,823.05
Capital Projects Fund		\$ (61,298.23)
Water Fund		\$ 133,554.90
Sewer Fund		\$ 10,670.86

Total Balance (Schedule 1)		\$ 1,030,245.97
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City of Birchwood Village
Statement of Receipts Disbursements
As of September 30, 2025

	October 2025	YTD 2025	Budget 2025	Percent of Budget
100: GENERAL FUND RECEIPTS				
General Property Taxes	\$ -	\$ 343,769	\$ 618,134	55.6%
Licenses & Permits	\$ 150	\$ 684	\$ 500	136.9%
Building Permits	\$ 3,136	\$ 30,433	\$ 90,000	33.8%
Kayak/Canoe Permits	\$ -	\$ 2,095	\$ 1,700	123.2%
Zoning Permits	\$ -	\$ 794	\$ 300	264.7%
Animal Licenses	\$ 30	\$ 1,755	\$ 100	1755.0%
Federal Grants & Aid	\$ -	\$ -	\$ 3,192	0.0%
State Grants & Aid	\$ -	\$ -	\$ 603,000	0.0%
Small City Aid	\$ -	\$ 5,790	\$ -	0.0%
Charges for Services	\$ -	\$ 850	\$ -	0.0%
City/Town Hall Rent	\$ 275	\$ 620	\$ 400	155.0%
Park Fees	\$ -	\$ 3,000	\$ -	0.0%
Court Fines	\$ 50	\$ 1,900	\$ 950	200.0%
Miscellaneous	\$ 3,400	\$ 5,431	\$ -	0.0%
Interest Earning	\$ 3,833	\$ 37,118	\$ 48,000	77.3%
Contributions of Donations from Private Sources	\$ -	\$ 220	\$ 250	88.0%
Refund-Reimbursement-Dividend	\$ -	\$ 7,064	\$ 9,500	74.4%
Escrows Deposits	\$ 3,000	\$ 12,000	\$ 35,000	34.3%
Transfers from Other Funds	\$ -	\$ -	\$ -	0.0%
TOTAL GENERAL FUND RECEIPTS	\$ 13,873	\$ 453,522	\$ 1,411,026	32.1%
100: GENERAL FUND DISBURSEMENTS				
Ordinances & Proceedings	\$ -	\$ 852	\$ 2,000	42.6%
Mayor	\$ -	\$ 380	\$ 9,180	4.1%
Clerk - Treasurer	\$ 8,503	\$ 94,799	\$ 165,300	57.3%
Elections	\$ -	\$ -	\$ 1,500	0.0%
Assessing	\$ -	\$ 7,579	\$ 6,700	113.1%
Legal Services	\$ 2,500	\$ 29,500	\$ 34,000	86.8%
Grants	\$ -	\$ 2,126	\$ 2,100	101.2%
Planning & Zoning	\$ -	\$ -	\$ 22,500	0.0%
Office Operations Supplies	\$ 287	\$ 6,537	\$ -	0.0%
Insurance - Employee	\$ 8,244	\$ 19,165	\$ 3,250	589.7%
Animal Control	\$ 90	\$ 1,632	\$ 1,200	136.0%
Software Expense	\$ 182	\$ 662	\$ 2,100	31.5%
General Fund Engineering Expense	\$ 2,299	\$ 39,103	\$ 14,500	269.7%
General Government Buildings & Plant	\$ 102	\$ 5,784	\$ 14,800	39.1%
City Insurance	\$ -	\$ 13,511	\$ 17,300	78.1%
Cable Equipment & Service	\$ 96	\$ 3,225	\$ 1,750	184.3%
Phone/IT	\$ 993	\$ 4,907	\$ -	0.0%
Police	\$ -	\$ 48,675	\$ 97,645	49.8%
Fire	\$ -	\$ 59,983	\$ 65,087	92.2%
Building Inspections Administration	\$ 1,053	\$ 21,548	\$ 62,200	34.6%
Other Protection	\$ -	\$ 68	\$ -	0.0%
Streets & Road Maintenance	\$ 570	\$ 5,170	\$ 100,000	5.2%
Street Sweeping	\$ -	\$ -	\$ 4,000	0.0%
Tree Care	\$ -	\$ 900	\$ 5,000	18.0%
Ice & Snow Removal	\$ -	\$ 47,413	\$ 34,000	139.5%
Tree Removal	\$ -	\$ -	\$ 15,000	0.0%
Street Lighting	\$ 2,793	\$ 14,000	\$ 17,000	82.4%
Recycle	\$ -	\$ 13,248	\$ 20,400	64.9%
Parks	\$ 3,619	\$ 37,643	\$ 40,250	93.5%
Lawn Care - Maintenance	\$ -	\$ -	\$ 8,000	0.0%
Water Resources	\$ -	\$ 1,148	\$ 1,150	99.9%
Miscellaneous	\$ 1,106	\$ 1,246	\$ -	0.0%
Unallocated Expenditures	\$ -	\$ -	\$ 500	0.0%
Escrow Refunds	\$ -	\$ 30,142	\$ 30,000	100.5%
Transfer to Enterprise Fund	\$ -	\$ -	\$ 12,614	0.0%
Utility Reimbursement	\$ -	\$ -	\$ 600,000	0.0%
Newsletter	\$ -	\$ 883	\$ -	0.0%
TOTAL GENERAL FUND DISBURSEMENTS	\$ 32,436	\$ 511,829	\$ 1,411,026	36.3%

City of Birchwood Village
Statement of Receipts Disbursements
As of September 30, 2025

	October 2025	YTD 2025	Budget 2025	Percent of Budget
210: SPECIAL REVENUE PROJECTS REVENUE				
Dock/Lift Permit Fee	\$ -	\$ 14,000	\$ -	0.0%
210: TOTAL SPECIAL REVENUE FUND RECEIPTS	\$ -	\$ 14,000	\$ -	0.0%
210: SPECIAL REVENUE PROJECTS DISBURSEMENTS				
Recreation	\$ -	\$ 3,200	\$ -	0.0%
210: TOTAL SPECIAL REVENUE FUND DISBURSEMENTS	\$ -	\$ 3,200	\$ -	0.0%
406: CAPITAL PROJECT RECEIPTS				
State Grants & Aid	\$ -	\$ 333,471	\$ -	0.0%
Lift Station Replacement	\$ 50,000	\$ 50,000	\$ -	0.0%
406: TOTAL CAPITAL PROJECT FUND RECEIPTS	\$ 50,000	\$ 383,471	\$ -	0.0%
406: CAPITAL PROJECT FUND DISBURSEMENTS				
Capital Project Engineering Expense	\$ 4,388	\$ 435,298	\$ -	0.0%
406: TOTAL CAPITAL PROJECT FUND DISBURSEMENTS	\$ 4,388	\$ 435,298	\$ -	0.0%
601: WATER FUND RECEIPTS				
Water Consumption	\$ 16,747	\$ 79,780	\$ -	0.0%
Water Utility User Fee	\$ 11,634	\$ 60,043	\$ -	0.0%
Water Main-Break Surcharge	\$ -	\$ 34	\$ -	0.0%
Special Water Charges	\$ 325	\$ 1,598	\$ -	0.0%
State Surcharge	\$ 565	\$ 3,033	\$ -	0.0%
Administrative Fee Move/Out	\$ -	\$ 58	\$ -	0.0%
Lift Station Replacement	\$ 5,765	\$ 21,677	\$ -	0.0%
Penalties & Forfeited Discounts	\$ 333	\$ 1,005	\$ -	0.0%
Sewer Consumption	\$ -	\$ (63)	\$ -	0.0%
Sewer Minimum Charge	\$ -	\$ (46)	\$ -	0.0%
601: TOTAL WATER FUND RECEIPTS	\$ 35,369	\$ 167,117	\$ -	0.0%
601: WATER FUND DISBURSEMENTS				
Financial Administration	\$ -	\$ 12,943	\$ -	0.0%
Utility Reimbursement	\$ -	\$ 95	\$ -	0.0%
Water Utility	\$ 25,323	\$ 85,058	\$ -	0.0%
Water/Sewer Emergency	\$ 580	\$ 17,383	\$ -	0.0%
Newsletter	\$ -	\$ 555	\$ -	0.0%
601: TOTAL WATER FUND DISBURSEMENTS	\$ 25,903	\$ 116,035	\$ -	0.0%
605: SEWER FUND RECEIPTS				
Sewer Consumption	\$ 10,637	\$ 56,982	\$ -	0.0%
Sewer Minimum Charge	\$ 8,958	\$ 49,662	\$ -	0.0%
Penalties & Forfeited Discounts	\$ 222	\$ 744	\$ -	0.0%
605: TOTAL SEWER FUND RECEIPTS	\$ 19,817	\$ 107,388	\$ -	0.0%
605: SEWER FUND DISBURSEMENTS				
Office Operations Supplies	\$ -	\$ 141	\$ -	0.0%
Storm Drainage	\$ -	\$ 400	\$ -	0.0%
Water Utility	\$ 26	\$ 1,183	\$ -	0.0%
Utility Locates	\$ 59	\$ 328	\$ -	0.0%
Sewer Utility	\$ 2,297	\$ 79,549	\$ -	0.0%
Sewer Engineering Expense	\$ 3,835	\$ 56,931	\$ -	0.0%
605: TOTAL SEWER FUND DISBURSEMENTS	\$ 6,217	\$ 138,532	\$ -	0.0%

City of Birchwood Village

Receipts Register

11/9/2025

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
10/01/2025	PRECISE EXTERIORS LLC	171736459*	Building Permit 25-0087, 253 Cedar Street	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 287.75
								<u>\$ 287.75</u>
10/01/2025	XCEL ENERGY	171736460*	Right of Way Permit 25-0089, 9 Oakridge Dr	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 274.50
								<u>\$ 274.50</u>
10/01/2025	MAHTOMEDI SOCCER ASSOCIATION	171736461*	Soccer Field Rental	(10/28/2025) - ACH	N	MISCELLANEOUS REVENUES	100-36200-	\$ 3,000.00
								<u>\$ 3,000.00</u>
10/02/2025	DIEZ, GAIL	171736462*	Beach Easement to remove jetski, 187 Wildwood Ave	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 50.00
								<u>\$ 50.00</u>
10/06/2025	KARAU, SAMANTHA	171736466*	Building Permit 25-0090, 483 Lake, Reroof	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 214.78
								<u>\$ 214.78</u>
10/09/2025	WINDOW INSTALLATION SPECIALISTS INC	171736463*	Building Permit 25-0091, 135 Wildwood Ave	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 316.62
								<u>\$ 316.62</u>
10/10/2025	FIRESIDE HEARTH AND HOME	171736464*	Mechanical Permit 25-0040, 697 Hall Ave	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 151.00
								<u>\$ 151.00</u>
10/10/2025	CORNERSTONE CONCRETE	171736465*	Building Permit 25-0013, 697 Hall Ave	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 60.00
								<u>\$ 60.00</u>
10/10/2025	MN Management & Budget	171736483	Court Fines	(10/10/2025) -	N	Court Fines	100-35101-	\$ 49.99
								<u>\$ 49.99</u>

Fund Name: All Funds									
Date Range: 10/01/2025 To 10/31/2025									
Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total	
10/13/2025	FIRESIDE HEARTH AND HOME	171736467*	Mechanical Permit 24-0107, 265 Lakewood Lane	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 151.00	
									\$ 151.00
10/14/2025	RICE CREEK WATERSHED DISTRICT	171736469*	First 1/2 installment of Lift Station "Grant" payment	(10/14/2025) - CK	N	Lift Station Replacement	406-37119-	\$ 50,000.00	
									\$ 50,000.00
10/14/2025	FORD, MARGARET	171736470*	Hall rental for five events	(10/14/2025) - CK	N	City/Town Hall Rent	100-34101-	\$ 125.00	
									\$ 125.00
10/14/2025	EVANS, JOSEPH	171736471*	Dog License #257	(10/14/2025) - CK	N	Animal Licenses	100-32240-	\$ 30.00	
									\$ 30.00
10/14/2025	MAHTOMEDI FAST PITCH ASSN	171736472*	Hall Rental	(10/14/2025) - CK	N	City/Town Hall Rent	100-34101-	\$ 25.00	
									\$ 25.00
10/14/2025	SCHIESKY COMPANIES LLC	171736473*	For 425 Lake Ave, Escrow, Access Permit, Building Permit - Wall	(10/14/2025) - CK	N	LICENSES AND PERMITS	100-32001-	\$ 150.00	
									\$ 150.00
						Building Permits	100-32211-	\$ 1,328.18	
						Escrow Deposits	100-36245-	\$ 3,000.00	
									\$ 4,478.18
10/14/2025	ARSENAULT, JENNIFER	171736474*	Hall Rental	(10/14/2025) - Cash	N	City/Town Hall Rent	100-34101-	\$ 25.00	
									\$ 25.00
10/17/2025	MIDWEST ELECTRIC AND GENERATOR	171736468*	Mechanical Permit 25-0092, 15 Birchwood Lane	(10/28/2025) - ACH	N	Building Permits	100-32211-	\$ 151.00	
									\$ 151.00
10/20/2025	Wienk, Ryan	171736481*	Mechanical Permit and Water Meter for 232 Cedar, 25-0093	(10/20/2025) - ach	N	Building Permits	100-32211-	\$ 151.00	
									\$ 151.00
						Meter Upgrade Fees	100-37114-	\$ 200.00	
									\$ 351.00

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Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
10/29/2025	WEBBER, DANIEL	171736475*	New Water Meter Serial #21642775 - 4 Oakridge Dr	(10/29/2025) - Ck	N Meter Upgrade Fees	100-37114-	\$ 200.00
							<u>\$ 200.00</u>
10/29/2025	FORD, MARGARET	171736476*	Hall Rental	(10/29/2025) - Ck	N City/Town Hall Rent	100-34101-	\$ 75.00
							<u>\$ 75.00</u>
10/29/2025	MAHLER, LORI	171736477*	Hall Rental	(10/29/2025) - Ck	N City/Town Hall Rent	100-34101-	\$ 25.00
							<u>\$ 25.00</u>
10/31/2025	4 M Fund	171736480	October 25 Interest	(10/31/2025) -	N Interest Earning Interest Earning	100-36210- 100-36210-	\$ 3,614.43 \$ 218.20 <u>\$ 3,832.63</u>
10/31/2025	Residents - via St Anthony Village	171736482	Utility Billing Receipts for October 2025	(10/31/2025) -	N Water Consumption	601-37111-	\$ 16,747.44
					Water Utility User Fee	601-37112-	\$ 11,633.71
					Special Water Charges	601-37115-	\$ 325.00
					State Surcharge	601-37116-	\$ 564.55
					Lift Station Replacement	601-37119-	\$ 5,764.93
					Penalties and Forfeited Discounts	601-37160-	\$ 333.03
					Sewer Consumption	605-37211-	\$ 10,637.13
					Sewer Minimum Charge	605-37212-	\$ 8,958.11
					Penalties and Forfeited Discounts	605-37260-	\$ 221.71
							<u>\$ 55,185.61</u>
							<u>\$ 119,059.06</u>

Total for Selected Receipts

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City of Birchwood Village

Disbursements Register

11/9/2025

Fund Name: All Funds		Date		Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
Date Range: 10/01/2025 To 10/31/2025		10/09/2025	Payroll Period Ending 10/09/2025		33687	Office Payroll 9/21-10/4	N	Clerk - Treasurer	100-41401-100-	\$ 1,805.66
			Total For Check		33687					\$ 1,805.66
		10/09/2025	Payroll Period Ending 10/09/2025		33688	Office Payroll 9/21-10/4	N	Parks	100-45207-100-	\$ 622.24
			Total For Check		33688					\$ 622.24
		10/09/2025	Payroll Period Ending 10/09/2025		33689	Office Payroll 9/21-10/4	N	Clerk - Treasurer	100-41401-100-	\$ 828.65
			Total For Check		33689					\$ 828.65
		10/09/2025	Payroll Period Ending 10/09/2025		33690	Office Payroll 9/21-10/4	N	Parks	100-45207-100-	\$ 1,002.50
			Total For Check		33690					\$ 1,002.50
		10/15/2025	IRS - US TREASURY		EFT101525A*	Federal Taxes - Q3 2025	N	Clerk - Treasurer	100-41401-100-	\$ 1,210.38
					EFT101525A*	-September Payment				\$ 283.08
					EFT101525A*					\$ 541.17
			Total For Check		EFT101525A					\$ 2,034.63
		10/15/2025	MN DEPARTMENT OF REVENUE		EFT101525B*	MN State Tax eFiling - 2025 Q3-	N	Clerk - Treasurer	100-41401-115-	\$ 148.33
					EFT101525B*	Sept 2025 PYMT				\$ 72.76
			Total For Check		EFT101525B					\$ 221.09
		10/15/2025	MN Department of Labor and Industry		EFT101525C*	Building Permit Surcharge - Q3-2025	N	Building Inspections Administration	100-42401-437-	\$ 1,052.79
			Total For Check		EFT101525C					\$ 1,052.79
		10/24/2025	Payroll Period Ending 10/24/2025		33691	Office Payroll 10/5/25-10/18/25	N	Clerk - Treasurer	100-41401-100-	\$ 1,909.36
			Total For Check		33691					\$ 1,909.36
		10/24/2025	Payroll Period Ending 10/24/2025		33693	Office Payroll 10/5/25-10/18/25	N	Parks	100-45207-100-	\$ 877.21
			Total For Check		33693					\$ 877.21
		10/30/2025	Minnesota UI Fund		EFT103025A*	Unemployment Insurance Fund	N	Insurance - employee	100-41912-130-	\$ 8,244.00
			Total For Check		EFT103025A					\$ 8,244.00
		10/31/2025	Sorenson, Andy		33694*	City Hall Woodpecker damage repair	N	General Government Buildings and Plant	100-41940-220-	\$ 42.00
			Total For Check		33694					\$ 42.00

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Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/31/2025	BELLINGER, THERESE	33695*	Reimbursement for Net for Tighe Hockey Rink	N	Parks	100-45207-220-	\$ 393.00
		33695					\$ 393.00
10/31/2025	Gopher State One Call	33696*	September 19 Tickets	N	Utility Locates	605-49455-314-	\$ 25.65
		33696					\$ 25.65
10/31/2025	H.A. KANTRUD, P.A.	33697*	Attorney Fees for October	N	Legal Services	100-41601-300-	\$ 2,500.00
		33697					\$ 2,500.00
10/31/2025	Arsenault, Jennifer	33698*	Reimbursement for 36" Road Stakes to protect from snowplow damage.	N	Streets and Road Maintnc	100-43101-215-	\$ 570.00
		33698					\$ 570.00
10/31/2025	Arsenault, Jennifer	33699*	Reimbursement, AT&T bill past due 10/20/25 \$108.28; Quantum Fiber bill past due 10/20/25	N	Phone/IT	100-41955-314-	\$ 50.00
		33699					\$ 50.00
10/31/2025	CITY OF WHITE BEAR LAKE	33700*	Water Services 6/18-9/19	N	Water Utility	100-49415-382-	\$ 108.28
		33700					\$ 108.28
10/31/2025	DSG	33701*	Water Meters-3ea	N	Water Utility	601-49415-314-	\$ 19,739.89
		33701					\$ 19,739.89
10/31/2025	Kamstrup Water Metering LLC	33702*	Annual Software License Fee for 9/20/25 thru 9/19/26	N	Water Utility	601-49415-314-	\$ 992.25
		33702					\$ 992.25
10/31/2025	RONNAN, KENNY	33703*	Videographer - CC 10/14/2025	N	Cable Eqpmnt and Service	100-41950-314-	\$ 2,643.16
		33703					\$ 2,643.16
10/31/2025	TOSHIBA AMERICA BUSINESS SOLUTIONS	33704*	Oct Monthly Usage Allowance	N	Office Operations Supplies	100-41911-314-	\$ 96.46
		33704					\$ 96.46
10/31/2025	TSE, INC. WORK ACCOUNT	33705*	Hall Cleaning - 11/6/25 & 11/20/25	N	General Government Buildings and Plant	100-41940-314-	\$ 10.62
		33705					\$ 10.62
		33705					\$ 60.08
		33705					\$ 60.08

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Fund Name:	All Funds											
Date Range:	10/01/2025 To 10/31/2025											
Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total					
10/31/2025	WIKSTROM, JOHN	33706*	Planning Services Oct	N	General Fund Engineering Expense	100-41925-300-	\$ 1,600.00					
		33706					\$ 1,600.00					
10/31/2025	WHITE BEAR TOWNSHIP	33707*	Maintenance, 8/19-10/3	N	Sewer Utility	605-49465-314-	\$ 2,271.71					
		33707					\$ 2,271.71					
10/31/2025	MANSHIP PLUMBING & HEATING INC	33708*	Oct Retain, Water Testing,15 Locates, turn off fountains, emergency water shutoff	N	Water Utility	601-49415-314-	\$ 800.00					
		33708*				601-49415-314-	\$ 120.00					
		33708*				601-49415-314-	\$ 420.00					
		33708*				601-49415-314-	\$ 240.00					
		33708*			Wtr/Swr Emergency	601-49425-314-	\$ 580.00					
		33708					\$ 2,160.00					
10/31/2025	BOLTON & MENK, INC.	33720*	Tighe Schmitz Park Stormwater Expenses	N	Capital Project Engineering Expense	406-41935-300-	\$ 1,815.00					
		33720					\$ 1,815.00					
10/31/2025	KIRSCHBAUM, MAX	33721*	Reimburse for Dog License Overpayment	N	Animal Control	100-41916-810-	\$ 45.00					
		33721					\$ 45.00					
10/31/2025	MERCER, SUSAN	33722*	Reimburse for Dog License Overpayment	N	Animal Control	100-41916-810-	\$ 45.00					
		33722					\$ 45.00					
10/31/2025	BOLTON & MENK, INC.	33723*	Permit review for 425 Lake Ave	N	General Fund Engineering Expense	100-41925-300-	\$ 398.50					
		33723					\$ 398.50					
10/31/2025	BOLTON & MENK, INC.	33724*	Lift Station Reconstruct Expense--Observe, Admin, Survey and Staking	N	Sewer Engineering Expense	100-49485-300-	\$ 997.83					
		33724*				605-49485-300-	\$ 3,031.00					
		33724*				605-49485-300-	\$ 804.00					
		33724					\$ 4,832.83					
10/31/2025	BOLTON & MENK, INC.	33725*	General City Engineering Expenses--CC Meeting	N	General Fund Engineering Expense	100-41925-300-	\$ 300.00					
		33725					\$ 300.00					

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Fund Name: All Funds		Date Range: 10/01/2025 To 10/31/2025					
Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/31/2025	BOLTON & MENK, INC.	33726*	2025 Street Improvement Expenses	N	Capital Project Engineering Expense	406-41935-300-	\$ 825.00
		Total For Check					\$ 825.00
10/31/2025	BOLTON & MENK, INC.	33727*	2025 Street Improvement Expenses	N	Capital Project Engineering Expense	406-41935-300-	\$ 1,747.50
		Total For Check					\$ 1,747.50
10/31/2025	BELLINGER, THERESE	33728*	Reimburse-MS License, Adobe, Hall Flood Lite, Hall & Office Supplies, stamps	N	Office Operations Supplies	100-41911-210-	\$ 54.48
		33728*				100-41911-210-	\$ 98.24
		33728*				100-41921-210-	\$ 182.09
		33728				100-49495-210-	\$ 124.03
		Total For Check					\$ 458.84
10/31/2025	Gopher State One Call	33729*	Oct 25 Tickets	N	Utility Locates	605-49455-314-	\$ 33.75
		33729					\$ 33.75
		Total For Check					\$ 159.40
10/31/2025	CORE & MAIN	33730*	Water Meter Plugs and Hydrant Wrench	N	Water Utility	601-49415-220-	\$ 171.14
		33730					\$ 330.54
		Total For Check					\$ 108.28
10/31/2025	BELLINGER, THERESE	33731*	Reimburse for AT&T Billing for Sep and Oct	N	Phone/IT	100-41955-321-	\$ 108.28
		33731					\$ 108.28
10/31/2025	PERA	eft10312025-af*	Retirement Funds PR 8/24-9/16, tb, jr	N	Clerk - Treasurer	100-41401-121-	\$ 312.49
		eft10312025-af*					\$ 130.86
		eft10312025-af					\$ 443.35
		Total For Check					\$ 366.68
10/31/2025	PERA	eft10312025-bf*	Retirement Funds PR 9/21-10/4, tb, jr	N	Clerk - Treasurer	100-41401-121-	\$ 155.39
		eft10312025-bf*					\$ 522.07
		eft10312025-bf					\$ 486.12
		Total For Check					\$ 179.93
10/31/2025	PERA	eft10312025-cf*	Retirement Funds PR 9/21-10/4, tb, jr, mo	N	Clerk - Treasurer	100-41401-121-	\$ 666.05
		eft10312025-cf*					
		eft10312025-cf					
		Total For Check					

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Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/31/2025	PERA	eft103112025-df*	Retirement Funds PR 9/7-9/20, tb, jr, mo	N	Clerk - Treasurer	100-41401-121-	\$ 537.91
		eft103112025-df*			Parks	100-45207-121-	\$ 220.82
		eft103112025-df					<u>\$ 758.73</u>
10/31/2025	Techie Dudes	eft103112025-ef*	Monthly Service Charges-Cloud Storage, Backup, MS Email	N	Phone/IT	100-41955-314-	\$ 406.78
		eft103112025-ef					<u>\$ 406.78</u>
10/31/2025	Techie Dudes	eft103112025-ff*	Monthly Service Charges-Cloud Storage, Backup, MS Email	N	Phone/IT	100-41955-314-	\$ 427.90
		eft103112025-ff					<u>\$ 427.90</u>
10/31/2025	Amazon	eft103112025-gf*	Padlocks (12 pack)	N	Parks	100-45207-220-	\$ 36.99
		eft103112025-gf					<u>\$ 36.99</u>
10/31/2025	Xcel 9369-0	eft103112025-hf*	407 Lake Lift Station 8/19-9/18	N	Sewer Utility	605-49465-380-	\$ 25.02
		eft103112025-hf					<u>\$ 25.02</u>
10/31/2025	Xcel 4094-1	eft103112025-if*	Gas Service 8/19-9/18	N	Water Utility	605-49415-380-	\$ 25.83
		eft103112025-if	200 Wildwood Lift Station				<u>\$ 25.83</u>
10/31/2025	Xcel 2335-4	eft103112025-jf*	Electricity 08/18-09/17	N	Water Utility	601-49415-380-	\$ 37.21
		eft103112025-jf					<u>\$ 37.21</u>
10/31/2025	Xcel 2307-8	eft103112025-kt*	Street Lighting Charges	N	Street Lighting	100-43160-380-	\$ 2,792.58
		eft103112025-kt					<u>\$ 2,792.58</u>
	Total For Selected Checks						<u>\$ 68,943.98</u>

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City of Birchwood Village

Claims History

11/9/2025

Date Range : 10/1/2025 To 10/31/2025

Date	Vendor	Description	Claim #	Check #	Approved	Total	Account #	Detail
10/03/2025	Amazon	Padlocks (12 pack)	7747*	eft10312025-gf	Yes	\$36.99	100-45207-220	\$36.99
10/15/2025	IRS - US TREASURY	Federal Taxes - Q3 2025 -September Payment	7712*	EFT101525A	Yes	\$1,099.05	100-41401-100	\$678.28
							100-41401-100	\$158.62
10/15/2025	Minnesota UI Fund	Unemployment Insurance Fund	7715*	EFT103025A	Yes	\$8,244.00	100-41401-100	\$262.15
10/15/2025	MN Department of Labor and Industry	Building Permit Surcharge - Q3-2025	7714*	EFT101525C	Yes	\$1,052.79	100-42401-437	\$8,244.00
10/15/2025	MN DEPARTMENT OF REVENUE	MN State Tax eFiling - 2025 Q3-Sept 2025 pymt	7713*	EFT101525B	Yes	\$221.09	100-41401-115	\$1,052.79
							100-41401-115	\$148.33
10/15/2025	Xcel 4094-1	Gas Service 8/19-9/18	7749*	eft10312025-if	Yes	\$25.83	605-49415-380	\$72.76
10/15/2025	Xcel 9369-0	200 Wildwood Lift Station	7748*	eft10312025-hf	Yes	\$25.02	605-49465-380	\$25.83
10/16/2025	Xcel 2335-4	Electricity 08/18-09/17	7750*	eft10312025-jf	Yes	\$37.21	601-49415-380	\$25.02
10/30/2025	Xcel 2307-8	Street Lighting Charges	7751*	eft10312025-kf	Yes	\$2,792.58	100-43160-380	\$37.21
10/31/2025	Arsenault, Jennifer	Reimbursement for 36" Road Stakes to protect from snowplow damage.	7723*	33698	Yes	\$570.00	100-43101-215	\$2,792.58
10/31/2025	Arsenault, Jennifer	Reimbursement, AT&T bill past due 10/20/25 \$108.28; Quantum Fiber bill past due 10/20/25	7724*	33699	Yes	\$158.28	100-49415-382	\$570.00
10/31/2025	BELLINGER, THERESE	Reimbursement for Net for Tighe Hockey Rink	7720*	33695	Yes	\$393.00	100-41955-314	\$158.28
10/31/2025	BELLINGER, THERESE	Reimburse-MS License, Adobe, Hall Flood Lite, Hall & Office Supplies, stamps	7760*	33728	Yes	\$458.84	100-41921-210	\$50.00
							100-41911-210	\$393.00
							100-41911-210	\$182.09
10/31/2025	BELLINGER, THERESE	Reimburse for AT&T Billing for Sep and Oct	7763*	33731	Yes	\$108.28	100-41955-321	\$54.48
							100-49495-210	\$98.24
							100-49495-210	\$124.03
							100-41955-321	\$108.28

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City of Birchwood Village

Claims History

11/9/2025

<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>
10/31/2025	BOLTON & MENK, INC.	Permit review for 425 Lake Ave	7754*	33723	Yes	\$398.50	100-41925-300	\$398.50
10/31/2025	BOLTON & MENK, INC.	Lift Station Reconstruct Expense—Observe, Admin, Survey and Staking	7755*	33724	Yes	\$4,832.83	100-49485-300	\$997.83
10/31/2025	BOLTON & MENK, INC.	General City Engineering Expenses—CC Meeting	7756*	33725	Yes	\$300.00	100-41925-300	\$804.00
10/31/2025	BOLTON & MENK, INC.	2025 Street Improvement Expenses	7757*	33726	Yes	\$825.00	406-41935-300	\$300.00
10/31/2025	BOLTON & MENK, INC.	2025 Street Improvement Expenses	7758*	33727	Yes	\$1,747.50	406-41935-300	\$825.00
10/31/2025	BOLTON & MENK, INC.	Tighe Schmitz Park Stormwater Expenses	7759*	33720	Yes	\$1,815.00	406-41935-300	\$1,747.50
10/31/2025	CITY OF WHITE BEAR LAKE	Water Services 6/18-9/19	7725*	33700	Yes	\$19,739.89	601-49415-314	\$1,815.00
10/31/2025	COMPANION ANIMAL CONTROL LLC	Animal Control Services - Oct	7735*	33710	Yes	\$145.00	100-41916-314	\$19,739.89
10/31/2025	CORE & MAIN	Water Meter Plugs and Hydrant Wrench	7762*	33730	Yes	\$330.54	601-49415-220	\$145.00
10/31/2025	DSG	Water Meters—3ea	7726*	33701	Yes	\$992.25	601-49415-382	\$159.40
10/31/2025	Gopher State One Call	September 19 Tickets	7721*	33696	Yes	\$25.65	605-49455-314	\$171.14
10/31/2025	Gopher State One Call	Oct 25 Tickets	7761*	33729	Yes	\$33.75	605-49455-314	\$992.25
10/31/2025	H.A. KANTRUD, P.A.	Attorney Fees for October	7722*	33697	Yes	\$2,500.00	100-41601-300	\$25.65
10/31/2025	H2O Analytics	Annual Support feed for Hosted Software for Water meters	7736*	33711	Yes	\$2,000.00	601-49415-314	\$33.75
10/31/2025	Kamstrup Water Metering LLC	Annual Software License Fee for 9/20/25 thru 9/19/26	7727*	33702	Yes	\$2,643.16	601-49415-314	\$2,500.00
10/31/2025	KIRSCHBAUM, MAX	Reimburse for Dog License Overpayment	7752*	33721	Yes	\$45.00	100-41916-810	\$2,643.16
10/31/2025	LRS PORTABLES of Minnesota	Oct Portable Potty	7738*	33713	Yes	\$348.00	100-45207-314	\$45.00
10/31/2025	MANSHIP PLUMBING & HEATING INC	Oct Retain, Water Testing,15 Locates, turn off fountains, emergency water shutoff	7733*	33708	Yes	\$2,160.00	601-49415-314	\$348.00

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Date	Vendor	Description	Claim #	Check #	Approved	Total	Account #	Detail
10/31/2025	Menard's - MAPLEWOOD	Park Supplies	7739*	33714	Yes	\$14.98	100-45207-400	\$120.00
10/31/2025	Menard's - MAPLEWOOD	Misc supplies for Hall	7740*	33715	Yes	\$19.98	100-41940-400	\$420.00
10/31/2025	Menard's - MAPLEWOOD	Kitchen Lights	7741*	33716	Yes	\$194.97	100-41940-400	\$240.00
10/31/2025	MENARD'S - OAKDALE	Tighte net install supplies	7742*	33717	Yes	\$20.12	100-45207-400	\$580.00
10/31/2025	MENARD'S - OAKDALE	Tighte Net Install supplies	7743*	33718	Yes	\$45.09	100-45207-220	\$14.98
10/31/2025	MERCER, SUSAN	Reimburse for Dog License Overpayment	7753*	33722	Yes	\$45.00	100-41916-810	\$19.98
10/31/2025	METROPOLITAN COUNCIL - ENV. SERVICE	Nov Waste Water Services	7737*	33712	Yes	\$5,131.86	605-49465-217	\$194.97
10/31/2025	PERA	Retirement Funds PR 8/24-9/16, tb, jr	7680*	eft10312025-af	Yes	\$443.35	100-41401-121	\$20.12
10/31/2025	PERA	Retirement Funds PR 9/21-10/4, tb, jr	7716*	eft10312025-bf	Yes	\$522.07	100-45207-121	\$45.09
10/31/2025	PERA	Retirement Funds PR 9/21-10/4, tb, jr, mo	7717*	eft10312025-cf	Yes	\$666.05	100-41401-121	\$45.00
10/31/2025	PERA	Retirement Funds PR 9/7-9/20, tb, jr, mo	7718*	eft10312025-df	Yes	\$758.73	100-41401-121	\$5,131.86
10/31/2025	RONNAN, KENNY	Videographer - CC 10/14/2025	7728*	33703	Yes	\$96.46	100-45207-121	\$312.49
10/31/2025	Sorenson, Andy	City Hall Woodpecker damage repair	7719*	33694	Yes	\$42.00	100-41950-314	\$130.86
10/31/2025	Techie Dudes	Monthly Service Charges-Cloud Storage, Backup, MS Email	7744*	eft10312025-ef	Yes	\$406.78	100-41940-220	\$366.68
10/31/2025	Techie Dudes	Monthly Service Charges-Cloud Storage, Backup, MS Email	7745*	eft10312025-ff	Yes	\$427.90	100-41955-314	\$155.39

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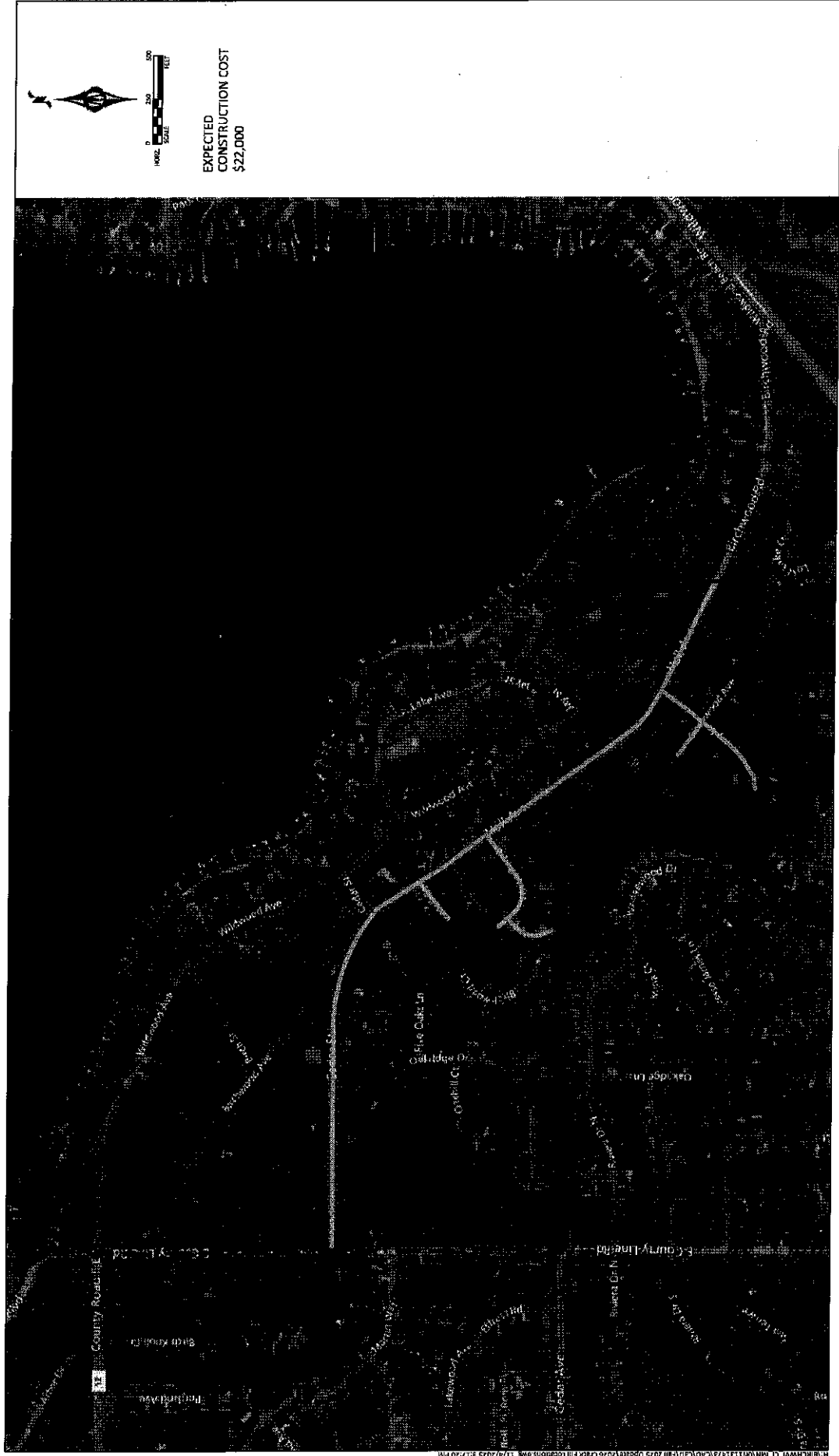
City of Birchwood Village

Claims History

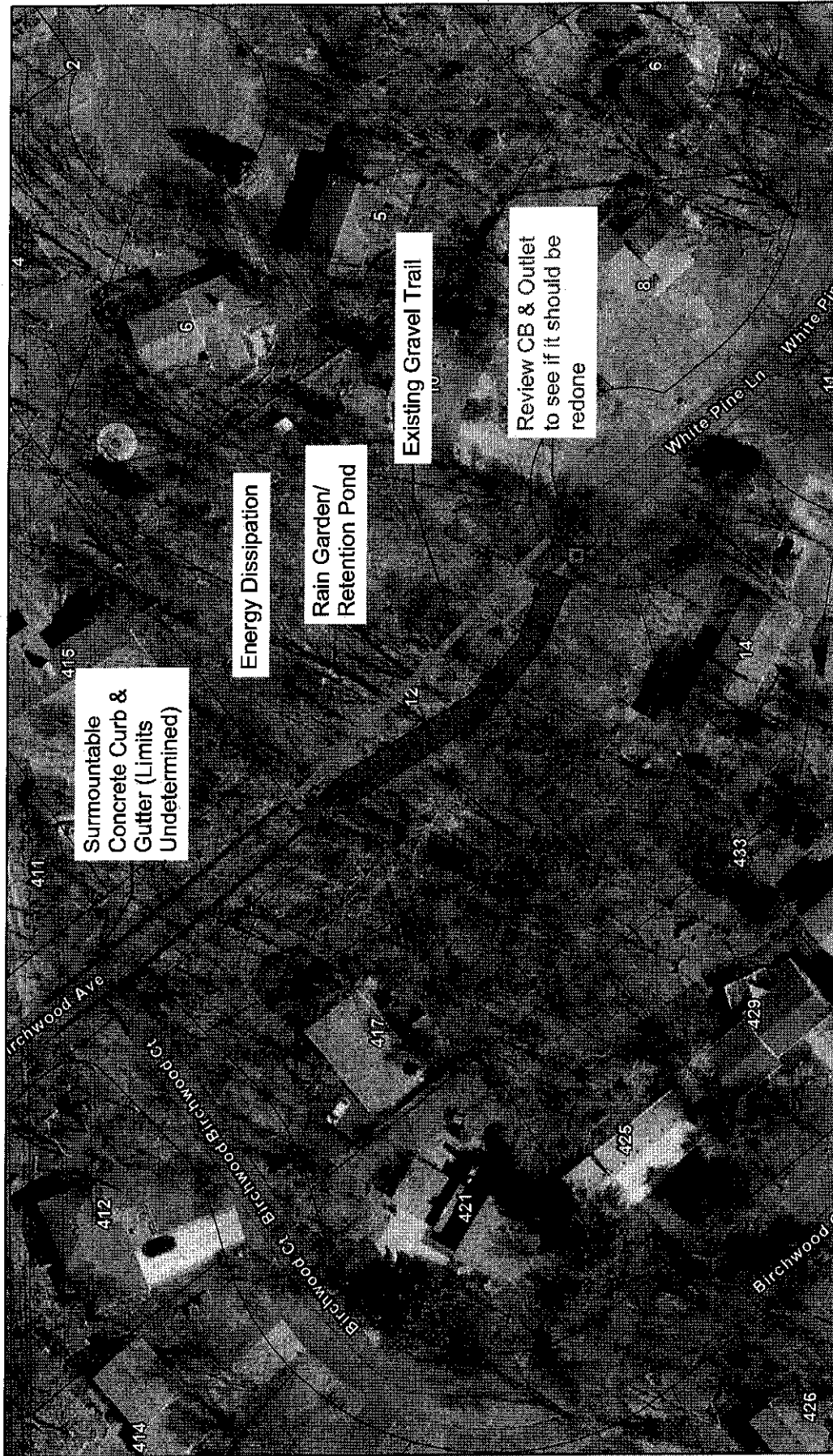
11/9/2025

<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>
10/31/2025	Tennis Sanitation, LLC	Recycling for Serv: Sept thru Oct 2025	7734*	33709	Yes	\$3,312.00	100-43300-314	\$3,312.00
10/31/2025	TOSHIBA AMERICA BUSINESS SOLUTIONS	Oct Monthly Usage Allowance	7729*	33704	Yes	\$10.62	100-41911-314	\$10.62
10/31/2025	TSE, INC. WORK ACCOUNT	Hall Cleaning - 11/6/25 & 11/20/25	7730*	33705	Yes	\$60.08	100-41940-314	\$60.08
10/31/2025	WHITE BEAR TOWNSHIP	Maintenance, 8/19-10/3	7732*	33707	Yes	\$2,271.71	605-49465-314	\$2,271.71
10/31/2025	WIKSTROM, JOHN	Planning Services Oct	7731*	33706	Yes	\$1,600.00	100-41925-300	\$1,600.00
Total For Selected Claims						\$72,194.78		

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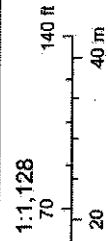


Poly's Park Drainage Improvements



11/6/2025, 10:10:50 AM

- ▲ Storm Culvert
- Storm Catch Basin
- ▬ Storm Pipe
- Birchwood Village City Limits - Washington County
- Tax Parcel - Washington County



1:1,128
Microsoft, Garmin, Esri, TomTom, Garmin, FAO, NOAA, USGS, and the GIS User Community



Real People. Real Solutions.

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

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

11-10-2025

City of Birchwood Village

Council,

I was tasked with bringing an estimated expected engineering costs for some storm sewer improvements within Poly's Park and grant assistance. Below are my expected estimations.

Expected Fees for Feasibility Report – \$12,000

- Estimate is based on an hourly rate
- Estimate includes the following:
 - Soil Boring and Infiltration tests
 - Survey to shoot existing conditions
 - Hydraulic Modeling (Requirement of the Grant)
 - Feasibility Report outlining options and most cost-effective option.

Beyond the Feasibility Report, we will be close to bringing it to bid. Once the remaining scope is determined for 2026, we will incorporate this design into the 2026 project and send it out to bid. If we do not get the grant funding, this design can be tabled and resubmitted in future grants when Grant funding is approved. The above budget does not include all the necessary costs to bring the project to bid as that number will need to be based on the most feasible option.

Sincerely,

Bolton & Menk, Inc.

Marcus A. Johnson

Marcus Johnson
Project Engineer

City of Birchwood Village
2026 Street Maintenance Schedule
PROJECT NO. 0N1.129848

Project Schedule	
Approve Bolton and Menk scope and fee to begin planning and designing for the proposed 2026 project	October 14th 2025 Council Meeting
RCWD Grant Application	November/ Start of December 2025
Apply for RCWD Grant	December 30 th By 4pm
Project Design	November 2025 - February 2026
RCWD Final Grant Decision	February 25 th , 2026
Approval of Final Plans and Specifications. Council to approve Bolton and Menk to go out for quotes	March 2026 Council Meeting
Send out quote package to Contractors	March 2026/April 2026
Receive quotes back from Contractors	End of April 2026
Review and Approval of Quotes, Birchwood City Council to award contractor and sign contract	May Council Meeting 2026
Construction Start and End	Summer of 2026 (May - September)
Begin Reviewing 2027 project	June 2026- August 2026
City Council review and approve to proceed with the design of the project for 2027.	August/September 2026

EXPLANATION OF CHANGES

804.010. **CREATION OF FUND.** No changes except to give this section a title

804.020. **CITY PARK SYSTEM.** The change here is to incorporate the definition of City Park System from section 607.120.A of the existing code into this definition. Also, Jay Path is included in the definition, and the Council may want to make this change in 607.120.

804.030 **IMPROVEMENT DEFINED.** The main intent behind eliminating this provision, and amending sections 804.040 and 804.050, is to clarify what expenses can be paid out of the Fund. The existing language has raised some confusion over whether certain action is an improvement and just what is the difference between maintenance that can be paid for out of the Fund and maintenance that is routine and is not eligible for such funding.

804.040. **FUNDING OF PARKS SPECIAL REVENUE FUND.** No change.

804.050. **PERMITTED USES OF THE FUND.** The title is changed to simply state that the expenses listed in this section are the ones that can be paid for out of the Fund. The reference to "improvement" is deleted to eliminate the idea that "improvement" is a separate test for approved funding, in addition to the criteria specified in subparagraphs (1) – (4). Paragraph (5) is a new catch-all provision to recognize that the City Council can decide that certain action in the Park System may not readily fit one of the first four specific categories in this section, but in the Council's view will still benefit the public and should be funded by the Special Revenue Fund. Of course, even without this provision, the Council could decide under section 804.070 that these funds should be used to pay for a project that does not even impact the Park System.

804.060 **PAYMENT OF CERTAIN COSTS PROHIBITED.** The change here is to simplify and clarify that it's the routine costs that are not to be paid out of the Fund. It is unnecessary to determine whether the costs are "operating costs" or not. Lawn moving is one type of routine cost that is not covered by the Fund. But if the City has to hire consultants and experts to restore the land or install a rain garden, those expenses are not routine and can be covered. Note also that the Council could act under one of the other provisions, such as 804.050(5) or 804.070, to authorize an expenditure that does not neatly fit one of the other categories if the facts warrant such action.

804.070. **SPECIFIC DESIGNATION.** This language has been revised to clarify that with specific action by the City Council, the Council could decide to take money out of the Special Revenue Fund and use it for a city project that is not related to the Park System. This provision is similar to section 804.080 but does not require the transfer to a separate fund as section 804.080 envisions.

804.080. **TRANSFER OF MONEY.** No changes.

804.090 **INVESTMENT OF MONIES.** No changes.

804 PARKS SPECIAL REVENUE FUND

804.010. CREATION OF FUND. The City of Birchwood Village establishes a Parks Special Revenue Fund for the purpose of funding improvements to the land and facilities within the City Park System.

804.020. CITY PARK SYSTEM. The City Park System includes the following:

- (1) Four dedicated municipal parks known as Tighe-Schmidt, Bloomquist Field, Wildwood Avenue Boulevard, and ~~Nordling Polly's~~ Park.
- (2) Six public lake tracts owned by the City known as Curt Feistner Beach, ~~Memorial Preserve~~, Ash Beach, Birch Beach, Elm Beach, Dellwood Beach, and Kay Beach.
- (3) Several undeveloped areas of open space known as Lakewood Rearrangement, Out Lot A, and Hall's Marsh.
- (4) Birchwood City Hall
- (5) Existing trails known as the Ash and Grotto Street walkways.
- (6) Unimproved street rights-of-way known as Birch, Ash, Grotto, and Highwood rights-of-way and Jay Path.

~~804.030. IMPROVEMENT DEFINED. An improvement includes the acquisition, development, maintenance, and enhancement of city park lands and facilities. Operating expenses shall not be considered a capital improvement.~~

804.040. FUNDING OF PARKS SPECIAL REVENUE FUND. There shall be accumulated in the Parks Special Revenue Fund the following monies:

- (1) The dock fees paid by the dock association.
- (2) The boat slip permit fees paid by residents.
- (3) All boat slip storage permit fees paid by residents.
- (4) Such other revenues as may be directed by the City Council to be placed in the Fund.

804.050. PERMITTED USES OF THE FUND. Monies in the Parks Special Revenue Fund ~~shall may~~ be used, at the discretion of the City Council for ~~improvement projects~~ for the following purposes:

- (1) Acquisition of land or physical structures to be included in the Park System.
- (2) Development of facilities within the Park System including recreational facilities, access roads, parking lots, boundary fencing, signage, utilities, restrooms, and other similar permanent facilities.

- (3) Maintenance~~Preservation~~ of existing facilities win the Park System, including- preventing the deterioration of existing structures, removing structures not useful to park function, eliminating dangerous land forms or attractive nuisances, stabilizing or rehabilitating natural resources, and other similar long term enhancements.
- (4) Enhancement of existing facilities including capital expenditures that increase the value, improve the usability, or extend the useful life of a facility in the Park System.
- (5) For any other project specifically determined by the City Council to be an improvement to the land or facilities in the Park System.

804.060. PAYMENT OF OPERATIONAL CERTAIN COSTS PROHIBITED.

The monies in the Parks Special Revenue Fund shall not be used ~~for or to~~ pay the general operating costs of any land or facilities within the Park System. General operating costs include utility bills, routine grounds maintenance such as lawn mowing and snow removal, or wages or benefits of city employees, and other similar routine ongoing expenses.

804.070. SPECIFIC DESIGNATION. The City Council may designate the fund proceeds or any portion thereof for use on a specific project ~~or type of improvement not related to the Park System~~ and such designation shall have the same effect as the establishment of a separate fund for such purpose.

804.080. TRANSFER OF MONIES. The City Council may, at its discretion, transfer monies out of the Parks Special Revenue Fund to such other City fund or funds as it deems necessary and proper.

804.090. INVESTMENT OF MONIES. The City Council shall provide for the temporary investment of all monies in the Parks Special Revenue Fund in obligations in which investment of municipal funds is authorized by law and approved by the City Council

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- (3) Preservation of existing facilities within the Park System, including preventing the deterioration of existing structures, removing structures not useful to park function, eliminating dangerous land forms or attractive nuisances,

stabilizing or rehabilitating natural resources, and other similar long term enhancements.

(4) Enhancement of existing facilities including capital expenditures that increase the value, improve the usability, or extend the useful life of a facility in the Park System.

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804.060. PAYMENT OF CERTAIN COSTS PROHIBITED. The monies in the Parks Special Revenue Fund shall not be used to pay utility bills, routine grounds maintenance such as lawn mowing and snow removal, or wages or benefits of city employees, and other similar routine ongoing expenses.

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Bright View Quote

See below for Tiered Pricing for a 2" Trigger.

Tier 3 is the normal season price. So, if looking at a budgetary number if decided to go T&M, that will be the rough spend.

5 Tier		
0" - 29.99"	Seasonal Average 50"	\$ 35,835.00
30" - 39.99"		\$ 46,860.00
40" - 49.99"		\$ 55,130.00
50" - 59.99"		\$ 63,400.00
60" - 69.99"		\$ 71,670.00

CLIENT PRICING AGREEMENT**2025.22891887****Multi-season Snow Service Order****BrightView****BrightView Landscapes, LLC (BrightView)****5/29/2025 9:02**

38810_BVLS Minneapolis

4810 Lilac Drive N Ste 220 #220 Brooklyn Center MN 55429

Ph: (763) 535-0505

386108074**• SERVICE LOCATION (Location)**

Loc ID **Location Name** **Estimate**
22891887 CITY OF BIRCHWOOD 386108074
Location Address
207 BIRCHWOOD AVE, BIRCHWOOD, MN 55110

• CLIENT INFORMATION (Client)

Client ID **Company Name**
CITY OF BIRCHWOOD
Billing Address
CITY OF BIRCHWOOD, 207 BIRCHWOOD AVE, BIRCHWOOD, MN 55110

• SCOPE OF SERVICES **Service Start: 10/15/2025****Service End: 04/30/2028****Start Season: 2025**

Vehicle Site Area(s) (VEH)	Service Start Trigger	Pedestrian Sites Areas (PED)	Service Start Trigger
Parking/Driving Areas (RD)	1"	Private Sidewalks (PRI)	1"
Parking Structure (GAR)	N/A	Public Sidewalks (PUB)	N/A
Ice Watch (Vehicle)	Prior Authorization	Ice Watch (Pedestrian)	Prior Authorization
Anti-Ice/Pre-treatment (Vehicle)	Allowed	Anti-Ice/Pre-treatment (Pedestrian)	Allowed

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

• BrightView will stake curbs and obstacles in the indicated site areas by 11/15 of each season and will invoice Client \$.00 for staking.

• Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.

• Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.

• Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.

• All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule.

• Notwithstanding any contrary language in the Master Snow Management Agreement, early termination of this Service Order for any reason other than BrightView's breach of this Service Order will require full payment for the Season at the Largest Tier Fee Schedule.

• Exclusive of triggers, when seasonal snowfall exceeds 69.99 inches, service will be billed via Time & Materials rates.

• Tier 1 is seasonal snowfall between 0.00 and 29.99 inches.

• Tier 2 is seasonal snowfall between 30 and 39.99 inches.

• Tier 3 is seasonal snowfall between 40 and 49.99 inches.

• Tier 4 is seasonal snowfall between 50 and 59.99 inches.

• Tier 5 is seasonal snowfall between 60 and 69.99 inches.

• De-icing materials will be installed/applied one time at the end of a plowable event to indicated site areas.

Additional materials, when requested by the Client, shall be provided and invoiced based on the here-to agreed Time & Materials rates.

• Icing events excluded from Fixed Fee pricing will be billed based on agreed to Time & Material Rates.

• Snowfall measurements will be determined by the Certified Snowfall Totals™ provided by WeatherWorks, Inc. or approved alternate.

• For Indicated Service Levels, the agreed to prices exclude Hauling, Stacking or Relocation of Snow piles, unless otherwise noted.

• See map for route reference and service areas.

• Hauling, relocation, blowing & moving of piles are outside of contract and by request only at T&M rates.

• BV is to begin services within 2 hours of snowfall reaching 1" of accumulation that is not expected to melt within the next 4 hours.

• for sidewalks and the following specific performance of services: Full plow of city streets to begin after snowfall cessation on all

snowfalls of 1" or more, plowing primary roads first (see map), followed by secondary roads. The goal of having majority of areas

plowed by 7AM or 6PM based on timing of snowfall cessation. Contractor shall use best efforts to plow within 1' of the edge of plowable

surfaces. Open Ups: Plowing of primary roads will begin prior to snowfall cessation when accumulation reach 2" or more. Plowing of

secondary roads will begin prior to snowfall cessation when accumulation reaches 4" or more. While continuing to maintain safe passage of

primary roads, as time allows. These opens may occur several times depending on snowfalls of extended duration and accumulation.

• Primary streets, intersections, & pre determined areas shall be pre treated with liquid de-icer, depending on site conditions within 36 hrs of

snowfalls. Primary streets and intersections will be post event salted unless areas are melted due to pre-treatments. Secondary streets will

salted as needed depending on site conditions. BV will not clear snow within 4' of parked vehicles. Return trips are upon request.

• All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

CLIENT PRICING AGREEMENT**2025.22891887****Multi-season Snow Service Order****BrightView****BrightView Landscapes, LLC (BrightView)****5/29/2025 9:02**

38610_BVLS Minneapolis

4810 Lilac Drive N Ste 220 #220 Brooklyn Center MN 55429

Ph: (763) 635-0505

386108074

- PRICE SCHEDULE BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	2025 Price	2026 Price	2027 Price
FF		Base Seasonal Fee - Tier 1					\$53,425.00	\$53,425.00	\$53,425.00
FF		November Installment Payment					\$10,885.00	\$10,885.00	\$10,885.00
FF		December Installment Payment					\$10,885.00	\$10,885.00	\$10,885.00
FF		January Installment Payment					\$10,885.00	\$10,885.00	\$10,885.00
FF		February Installment Payment					\$10,885.00	\$10,885.00	\$10,885.00
FF		March Installment Payment					\$10,885.00	\$10,885.00	\$10,885.00
FF		Tiered Seasonal Fee (Tier 1)					\$53,425.00	\$53,425.00	\$53,425.00
FF		Tiered Seasonal Fee (Tier 2)					\$69,850.00	\$69,850.00	\$69,850.00
FF		Tiered Seasonal Fee (Tier 3)					\$82,175.00	\$82,175.00	\$82,175.00
FF		Tiered Seasonal Fee (Tier 4)					\$94,495.00	\$94,495.00	\$94,495.00
FF		Tiered Seasonal Fee (Tier 5)					\$106,825.00	\$106,825.00	\$106,825.00
TM	ALL AREAS	Truck w/ Plow	Hr	1 Hr			\$98.00	\$98.00	\$98.00
TM	ALL AREAS	Truck w/ Containment Plow	Hr	1 Hr			\$115.00	\$115.00	\$115.00
TM	ALL AREAS	Skid - Multi-Speed w/ Bucket	Hr	1 Hr			\$145.00	\$145.00	\$145.00
TM	ALL AREAS	Skid (Hauling & Pushbacks)	Hr	1 Hr			\$145.00	\$145.00	\$145.00
TM	ALL AREAS	Skid w/ 10' Containment Plow	Hr	1 Hr			\$165.00	\$165.00	\$165.00
TM	ALL AREAS	Skid w/ 104" Broom	Hr	1 Hr			\$165.00	\$165.00	\$165.00
TM	ALL AREAS	Skid w/ Snow Blower Hi-Flow	Hr	1 Hr			\$252.00	\$252.00	\$252.00
TM	ALL AREAS	Loader (Hauling & Pushbacks)	Hr	1 Hr			\$175.00	\$175.00	\$175.00
TM	ALL AREAS	Loader w/ 12' Containment	Hr	1 Hr			\$265.00	\$265.00	\$265.00
TM	ALL AREAS	Loader w/ 14' Containment	Hr	1 Hr			\$285.00	\$285.00	\$285.00
TM	ALL AREAS	Shovel Crew Truck	Hr	1 Hr			\$46.00	\$46.00	\$46.00
TM	ALL AREAS	Shovel Labor	Hr	1 Hr			\$64.00	\$64.00	\$64.00
TM	ALL AREAS	Snowblower	Hr	1 Hr			\$75.00	\$75.00	\$75.00
TM	ALL AREAS	Sidewalk Machine w Attachment	Hr	1 Hr			\$132.00	\$132.00	\$132.00
TM	ALL AREAS	Dump Truck Quint-Axle Hauling	Hr	1 Hr			\$175.00	\$175.00	\$175.00
TM	ALL AREAS	Dump Fee (Hauling Offsite)	EA				\$55.00	\$55.00	\$55.00
TM	ALL AREAS	Liquid Salt Truck Sprayer	Hr	1 Hr			\$98.00	\$98.00	\$98.00
TM	ALL AREAS	Salt / Sand Mixture Applied	TN	1 Ton			\$235.00	\$235.00	\$235.00
TM	ALL AREAS	Bulk Rock Salt Applied	TN	1 Ton			\$250.00	\$250.00	\$250.00
TM	ALL AREAS	Treated Rock Salt Applied	TN	1 Ton			\$325.00	\$325.00	\$325.00
TM	ALL AREAS	Liquid Brine Pre Treatment	GL	50 Gal			\$1.99	\$1.99	\$1.99
TM	ALL AREAS	Liquid Brine Post Treatment	GL	50 Gal			\$1.99	\$1.99	\$1.99
TM	ALL AREAS	Safety Salt Bucket	EA				\$85.00	\$85.00	\$85.00
TM	ALL AREAS	Safety Salt Barrel	EA				\$185.00	\$185.00	\$185.00
TM	ALL AREAS	Salt Bucket/Barrel Refill	50 lbs	1 Bag			\$18.00	\$18.00	\$18.00
TM	ALL AREAS	Sidewalk De-Icer Applied	50 lbs	1 Bag			\$55.00	\$55.00	\$55.00

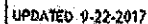
ORDER EFFECTIVE DATE: 10/15/2025 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and replaces any Service Order previously agreed to for the above Location.

For BrightView:

Printed: 10/15/2025
 Email:
 Title:

For Client:

Printed: Therese Bellinger 10/16/2025
 Email: info@cityofbirchwood.com
 Title: Deputy Clerk



CITY OF BIRCHWOOD VILLAGE SNOWPLOWING STREET MAP

Birchwood Roads
Committee JLA-2017

Master Snow Management Agreement

October 15, 2023

City of Birchwood	
207 Birchwood Ave	
Birchwood, MN 55110	
651-426-3403	651-426-7747
Margaret Ford	Mayor
	Margaret.Ford@CityofBirchwood.com

This agreement ("Agreement") is entered into as of the Effective Date between the above client ("Client"), and BrightView Landscapes, LLC ("BrightView"). Client and BrightView are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The Parties agree that BrightView or its affiliates (each, a "Provider") may provide Services under this Agreement in accordance with an executed Service Order substantially in the form of Exhibit attached hereto.

1. SERVICES: During the Term (defined below) of this Agreement, Client may engage BrightView to perform (i) snow maintenance, salting, hauling, or other general snow-related services or (ii) property enhancement services (collectively, the "Services"). The location of the performance of Services (each a "Service Location"), a complete description of the Services, the term of Services, and applicable pricing shall be set forth in a Service Order that is provided by BrightView, separately executed by the parties, and references this Agreement. Client shall provide adequate access to each Service Location for performing the Services and, if required, Client shall provide storage and any other items designated on the Service Order. Changes to a Service Order, including, additional services or fees, shall be set forth in writing that is executed by the parties hereto.

BrightView shall select all materials and equipment that will be used in connection with the Services. To the extent that Client requires BrightView to use materials or equipment that was not selected by BrightView ("Client Materials"), BrightView shall have no obligation to Client for any damage caused by Services rendered hereunder to the extent such damages are caused directly or indirectly by the use of any Client Materials.

2. SERVICE FEES: In consideration for Services rendered hereunder, Client shall pay BrightView the service fees indicated on the applicable Service Order, subject to adjustments described below (the "Service Fees"). Payment of all Service Fees shall be due and

payable thirty (30) days after the date of BrightView's invoice. A late charge equal to the greater of 1.5% per month or the highest amount permitted by law, shall be applied to any overdue Service Fees and promptly paid by Client. In addition to this late charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees and late charges.

In the event that, during the performance of Services under any Service Order, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of the Service Order, the Service Fee under said Service Order shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView through quotes, invoices, or receipts and provided to Client upon request.

3. TERM: The term of this Agreement ("Term") shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms herein.

4. WORK ORDERS. If Client requests services from BrightView that are not set forth on the Scope of Services or at a worksite for which there is no attached Scope of Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges"). Notwithstanding the foregoing, if BrightView reasonably

Master Snow Management Agreement

believes that an imminent danger or hazard exists as a result of snow and ice conditions on the Property, BrightView may at its sole discretion, perform Additional Services to remove such danger or hazard, even if the Additional Services have not been authorized by Client and falls outside the Contract Duties. BrightView shall be reimbursed for such services on a time and material basis.

5. TERMINATION: Either Client or BrightView may terminate this Agreement and/or any Service Order as follows: (i) without cause by giving sixty (60) days' prior written notice to the other party; (ii) immediately in the event that the other party materially breaches any term of this Agreement or any Service Order, and fails to cure such breach within thirty (30) days after receiving written notice thereof; (iii) immediately upon written notice to the other party if: (a) the other party or record owner of any Service Location makes an assignment for the benefit of creditors, (b) a petition of bankruptcy is filed by or against the other party, or (c) all or substantially all of the other party's property is levied upon or sold in a judicial proceeding.

If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed and (ii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with this Agreement and/or any Service Order).

Notwithstanding anything herein to the contrary, BrightView may delay or cancel performance of Services at any Service Location, in its sole discretion, if Client fails to pay any Service Fees, late charges, and collection costs due under this Agreement and/or any Service Order or foreclosure proceedings are initiated with respect to such Service Location. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

Termination of this Agreement alone will not result in the termination of any previously entered into Service Order, and the terms of this Agreement will continue in effect for purposes of such Service Order, and the sole effect of terminating this Agreement will be to terminate the ability of either party to enter into subsequent Service Orders that incorporate the terms of this Agreement.

Upon any termination of this Agreement or a Service Order, Client shall pay BrightView for all fees and expenses accrued by BrightView up to and including the effective date of termination at the rates set forth in the applicable Service Order. Sections 2, 5, 6, 7, 8 and 12 shall survive the expiration or termination of this Agreement or any Service Order.

6. REPRESENTATIONS AND WARRANTIES: Each party represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement and that this Agreement is a legally binding obligation. BrightView further represents and warrants that it will perform the Services in accordance with all applicable workplace safety requirements and standards promulgated by federal, state, and local authorities.

7. INDEMNIFICATION: As may be limited by applicable state law, BrightView agrees to indemnify, hold harmless and defend Client from and against any and all liability for loss, damage or expense, resulting from third party claims, for which Client may be held liable by reason of bodily injury or property damage to the extent caused by the negligent acts or omissions of BrightView during the performance of the Services, expressly excluding any damage or loss resulting from the use of Client Materials or caused by or relating to the negligence or willful misconduct of Client.

BrightView or each affiliate, as applicable, will be severally (and not jointly and severally) liable for the performance or breach under this Agreement entered into by BrightView or affiliate.

8. LIMITATION OF LIABILITY: BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused directly or indirectly by acts or omissions of BrightView in connection with, or related to, the Services hereunder, including but not limited to any breach of BrightView's obligations hereunder, shall be limited solely to direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any losses resulting from the provision of services or performance of any work hereunder, if such Losses are due to causes of conditions beyond its reasonable control and BrightView shall only be responsible for Losses determined by a court of competent jurisdiction to have been caused solely by BrightView's gross negligence or willful misconduct.

9. INSURANCE: Prior to commencement of any work under a Service Order, BrightView shall, at its sole

Master Snow Management Agreement

expense, maintain the following types of insurance on its own behalf with insurance companies lawfully authorized to do business in the jurisdiction in which the work is located and, upon request, furnish to Client Certificates of Insurance evidencing the same.

(a) **Workers' Compensation and Employers Liability:** in the State in which the work is to be performed and elsewhere as may be required.

(i) **Workers' Compensation Coverage:** Statutory Requirements

(ii) **Employers Liability Limits not less than:**

Bodily Injury by Accident: \$1,000,000 Each Accident

Bodily Injury by Disease: \$1,000,000 Each Employee

Bodily Injury by Disease: \$1,000,000 Policy Limit

(iii) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming Client.

(b) **Commercial General Liability:** (Including Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damage).

Occurrence Form with the following limits:

(i) **General Aggregate:** \$4,000,000

(ii) **Products/Completed Operations Aggregate:** \$2,000,000

(iii) **Each Occurrence:** \$2,000,000

(iv) **Personal and Advertising Injury:** \$2,000,000

(c) **Automobile Liability:**

(i) **Coverage to include All Owned, Hired and Non-Owned Vehicles (Any Auto)**

(ii) **Per Accident Combined Single Limit**
\$2,000,000

(d) **Commercial Umbrella Liability:**

(i) **Occurrence Limit:** \$10,000,000

(ii) **Aggregate Limit:** \$10,000,000

(e) **Financial Rating and Admitted Status of Insurance Companies:**

(i) **A.M. Best Rating:** A- (Excellent) or Higher

(ii) **A.M. Best Financial Size Category:** Class VII or Higher

10. DISCLAIMER. By signing this Agreement, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client

understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

11. FORCE MAJEURE: BrightView's performance will be excused to the extent BrightView is unable to perform as a result of strikes, accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, other delays or failure of performance beyond the commercially reasonable control of BrightView.

12. NOTICES: Any notice required by this Agreement or any Service Order shall be in writing and given by hand delivery confirmed email transmission or by depositing such written notice in the U.S. mail, certified and postage prepaid. In the case of Client, notices shall be sent to the party at the address set forth in the preamble to this Agreement. In the case of BrightView, notices shall be sent to the branch address listed in the Service Order with a copy to BrightView, 980 Jolly Road, Suite 300, Blue Bell, PA 19422, Attn: Office of the General Counsel.

Client must provide at least 10 days' prior written notice to BrightView, Attn: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fees required to be paid pursuant to this Agreement or any Service Order are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

13. GENERAL: This Agreement and any Service Order hereunder shall be governed by either (a) the law of the state in which the Service Location is located, or (b) if Service Locations are located in more than one state, then the laws of the State of Delaware without regard to conflicts of laws doctrines and each party consents to the jurisdiction and exclusive venue therein. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This Agreement and any Service Order may not be assigned by either party without the prior written approval of the other party except that either party may assign this Agreement or a Service Order to: (i) a parent,

Master Snow Management Agreement

affiliate, or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. This Agreement is binding on and inures to the benefit of the parties hereto (including the record owner of the Service Location(s) if other than the Client) and their respective heirs, legal representatives, successors and permitted assigns. Any purported assignment in violation of this section shall be void. Notwithstanding the foregoing, BrightView may subcontract Services to qualified providers, without the prior written consent of the Client.

This Agreement constitutes the entire agreement of the parties with respect to the Services and supersedes all prior contracts or agreements with respect to the Services, whether oral or written.

Except as otherwise provided herein, this Agreement or any Service Order may be amended or modified from time to time only by a written instrument executed and agreed to by both the Client and BrightView. The

express or implied waiver by either party of a breach of any provision of this Agreement or any Service Order shall not operate or be construed as a waiver by them of any other or subsequent breach of such provision or any other provision. This Agreement or any Service Order is not valid or binding unless and until in writing signed by a duly authorized representative of both parties. This Agreement or any Service Order may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument and may be delivered by facsimile or electronic transmission.

Unless otherwise expressly provided in a provision that cross-references this Section, in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

This Master Snow Management Agreement is hereby entered into between BrightView and Client as of the Effective Date shown above.

City of Birchwood

BRIGHTVIEW (as defined in the first paragraph)

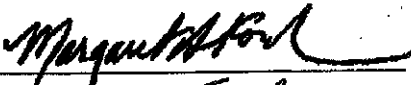
"Client")

Signature:

Name:

Title:

Date:

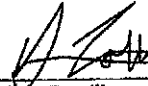

Margaret Ford
Mayor
11-14-2023

Signature:

Name:

Title:

Date:


XXXXXXX Aaron Lott
XXXXXXX Director of Finance
11/14/2023

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/by_code_of_conduct.pdf keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.



CITY OF BIRCHWOOD VILLAGE
207 Birchwood Avenue, Birchwood, MN 55110
Phone: 651-426-3403 / Fax: 651-426-7747

Was - #607.235

LIMITED LICENSE FOR ACCESS TO PUBLIC PROPERTY

FOR OFFICIAL USE ONLY

Approved ☐ Denied ☐ Revoked ☐ Date Revoked: _____ License No: _____
License Fee: \$ _____ Financial Security: \$ _____ = TOTAL \$ _____
Payment Type: Cash / Check / Credit Card / Money Order (# _____)
Any Special Conditions? Yes ☐ No ☐ (attach hereto) Damage Restoration Deadline: _____
Signature of City Administrator: _____ Date: _____

A Limited License is limited to no more than three consecutive calendar days and is prohibited from April 1 to October 1 each year. A Limited License shall not issue for the same public property for the same or similar project by the same applicant or property in any three month period unless specifically approved by the City Council. Unless otherwise specified, any damage must be restored within thirty (30) days of the License expiration. If the City issues an access key to the public property then the license holder shall return the key within three (3) days of the License expiration. Any special conditions will be attached hereto.

1. Name of Applicant(s): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone(s): _____ Email: _____
2. Contractor Name (if different): _____
Contractor License No: _____ Expiration Date: _____
3. Names of All Persons Who Will Use the Limited License: _____

4. Project Address or Location (if different): _____

5. Address or Location of Public Property That Access is Being Requested: _____

6. Dates and Times the Public Property Will Be Used (limited to three consecutive days): _____

7. Describe Why Access to the Public Property is Requested: _____

8. Type of Project:

- ☐ Construction (including demolition)
- ☐ Landscaping (including excavating, filing, grading, tree work)
- ☐ Other (describe) _____

9. Describe the Nature and Scope of the Project: _____

10. Describe the Type and Size of Equipment or Machinery That Will Be Used: _____

11. Describe What Potential Exists For Damage to the Public Property: _____

12. Describe What Measures Will Be Taken To Minimize Damage to the Public Property:

NOTICE:

*The City and its representatives accept no responsibility for errors and/or damages caused due to incomplete and/or inaccurate information herein. It is the responsibility of the applicant to ensure the accuracy and completeness of this information.

*The City will hold applicant responsible for any damage to public streets & roadways in the course of construction, landscape, excavating, filing and grading operations.

*Under penalty of perjury the applicant declares that the information provided in and enclosed herewith is complete and all documents represented are true and correct representations of the actual project that will be performed in conformance with such representation if approved.

Signature of Applicant: _____ Date: _____

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

This is a change revising, modernizing and cleaning our parking code. Please see the findings and purpose section for discussion.

This may be just a start. It might be a good idea to have a broad discussion around storage in the city. Code relating to storage is scattered throughout the city code. Here are many of the areas (or at least references to) where we discuss public and private storage in the code. Most suburbs like us do not allow any construction storage on private property. Residents complain that their neighbors are violating codes by storing trailers in front yards. What should our code be and how should it be enforced?

208A regulates obstructions and excavations in the right of way.

20. Obstruct. To place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way, or so as to hinder maintenance of any city asset.

21. Obstruction Permit. The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein.

22. Obstruction Permit Fee. Money paid to the city by a permittee to cover the costs as provided in Section 208A.130.

301 regulates some construction storage:

301.060

D. The permit holder must maintain a five-foot parking setback from driveways and a 30-foot parking setback from intersections. When parking on a street, a vehicle must be completely located on the street surface, parallel to and within 12 inches of the curb. Vehicles in violation of these requirements may be towed in accordance with Minn. Stats. § 168B.035. On-street parking of equipment other than licensed motor vehicles is prohibited. Stopping, standing or parking a vehicle is prohibited, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places: 1. On a boulevard between the sidewalk and roadway; 2. Within five feet of the intersection of any public or private driveway or alley with any street or highway; 3. Where the vehicle will block a fire

escape or the exit from any building; 4. Where temporary signs prohibit parking. Parking is allowed on local streets if a 12-foot wide area is open for the traveled portion of the road. Off-street and off-site parking for on-site workers is required to the extent practicable. City Parks and Open Spaces shall not be used for parking vehicles or staging of any materials or equipment. Any violation shall be prosecuted as a misdemeanor offense.

...

G. No building material, temporary sanitary facilities, dumpster or equipment may be placed within street right-of-way, or on a sidewalk. Motor vehicles may not be parked or stopped on a sidewalk. Public sidewalks must be left open and unobstructed at all times.

Parking is allowed on local streets if a 12-foot wide area is open for the traveled portion of the road. Off-street and off-site parking for on-site workers is required to the extent practicable.

City Parks and Open Spaces shall not be used for parking vehicles or staging of any materials or equipment.

302 regulates construction and storage of dirt piles.

All soil or dirt storage piles remaining must be stabilized by mulching, vegetative cover, tarps, or other means within seven days. Erosion from piles which will be in existence for less than seven days shall be minimized by placing straw bales or silt fence barriers around the piles. Any soil or dirt storage piles (including those for in-street utility repair) located within or closer than twenty-five (25) feet to a roadway or drainage channel must be covered with tarps or suitable alternative control to minimize erosion at all times when not in actual use.

607.400 regulates things on Public Lake Tracts.

H. Storage Prohibited. No person shall store or allow to remain on any Public Lake Tract any personal property such as boats, oars, motors, boat hoists, lifts, docks or other equipment for any period of time unless such storage has been authorized by the City Council.

607.500 Provides for a permit for park access (issued by council).

607.500. PARK USE PERMIT. The City Council may issue a Park Use Permit to any person seeking authorization for the exclusive use of all or portions of any part of the City Park System, or to gain access to their property from any part of the City Park System in a manner that would otherwise violate any provision of this code, or to engage in other conduct in the City Park System that is otherwise prohibited.,

615 regulates exterior storage on private property.

All materials and equipment shall be stored within buildings or in the rear yard in a screened area. Such screened area may consist of fencing of a suitable height, natural shrubbery, and/or topography so that the stored items are not visible from the frontage street or adjoining properties.... [see full ordinance for exceptions]

And storage containers.

615.060 TEMPORARY OUTDOOR STORAGE CONTAINERS. Temporary outdoor storage containers include, but are not limited to, portable on-demand storage units and roll-off dumpsters. All temporary outdoor storage containers shall be regulated by this section. No person shall allow any temporary outdoor storage container to be placed or to remain in any street, roadway, parkway or alley.

621 Regulates storage of personal property on city property.

621.300 Storage of Personal Property on City Property Prohibited. Intentionally using City Property for storage of personal property is prohibited unless authorized by the City Council or City Administrator. [see ordinance for additional details.]

Two documents follow:

1. [ACTION] Ordinance revising 502. *Parking* City Code.
2. [REFERENCE] Markup of 502. *Parking* City Code.

ORDINANCE NO. _____

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

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 502 ADOPTED
ON AUGUST 12, 2008, AND TITLED "PARKING."**

Findings and Purpose:

This ordinance puts into place a clear limit for temporary waiting of 10 minutes, and adds that temporary waiting includes deliveries.

It authorizes the City Administrator to restrict parking until the next regular council meetings, to provide greater administrative control over parking. It allows the City Council or City Administrator to create parking restrictions without newspaper publication, but with notice on the website and on the bulletin board.

It removes references to parking meters, as these are not used in the City.

The ordinance is limited to regulating motor vehicles. However, the City Administrator may make 72-hour exceptions, for example, when moving docks or boat lifts to and from public lake tracts. The City Administrator must issue a temporary 7-day permit for overnight street parking, once per month.

Construction vehicles may park for the hours allowed by the code regulating construction, for the purposes specified in that section, but that must be within 100 feet of the construction site.

Winter parking regulations are only in place after three inches of snow has accumulated, and parking is allowed once snow has been cleared in an area of a street or parking lot, as long as the parking does not interfere with clearing snow.

It expands powers for towing motor vehicles in violation of this section beyond the City Council to the City Administrator and Law Enforcement, and specifies how the vehicle can be stored, reclaimed, or foreclosed.

It excludes vehicles other than motor vehicles from regulation in this section; bicycles, for example, are better regulated as abandoned property. Golf carts are now common in Birchwood, and the definition of motor vehicles is expanded to include unregistered vehicles, even if they are not legal on public streets; thus, a golf cart may be cited for parking illegally.

To make it easier to clear snow at village hall, vehicles may not be parked in the parking lot at village hall unless snow has been cleared, unless their operators are visiting village hall itself.

Minnesota Statute § 168B.011 provides that a vehicle can be considered abandoned only if it has been parked illegally for 48 hours. Making it remain unlawful for a vehicle that has been parked overnight to remain parked even after 8 A.M. ensures that the vehicle can be treated as abandoned after 48 hours have expired since its operator first violated the overnight parking restriction.

It adds that the penalty for violations of this section is a misdemeanor.

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

Section 1. Ordinance No. 502 adopted on August 12, 2008 and titled "PARKING" is repealed and replaced with the following:

502. PARKING

502.010. DEFINITIONS. For the purpose of this Section, certain words and phrases are defined as follows:

1. **City Staff.** The City Administrator or any City employee designated by the City Administrator or City Council to administer this section.
2. **Motor Vehicle.** Every Vehicle which is self-propelled, including self-propelled vehicles that are not legal or registered for use on Streets. However, Motor Vehicle does not include an electric-assisted bicycle, an electric personal assistive mobility device, or a vehicle moved solely by human power.
3. **Operator.** Includes every individual who shall operate a motor vehicle as the owner thereof, or as the agent, employee, or permittee of the owner or any individual who is in actual physical control of a vehicle.
4. **Park or Parking.** The standing of a vehicle, whether occupied or not, upon a Street, other than for Temporary Waiting, or in obedience to traffic regulations, signs, or signals or an involuntary stopping of the vehicle by reason of causes beyond the control of the Operator of the vehicle.
5. **Street.** Any public street, avenue, road, alley, parkway or highway located in the City and established for the use of Motor Vehicles.

6. Temporary Waiting. The standing of a vehicle, for no longer than ten minutes, for the purposes of, and while actually engaged in, receiving or discharging passengers, loading, unloading or delivering merchandise.
7. Trailer. Any vehicle designed for carrying property or passengers on its own structure and for being drawn by a motor vehicle but not including any trailer drawn by a truck-tractor semitrailer combination or an auxiliary axle on a motor vehicle which carries a portion of the weight of the motor vehicle to which it is attached.
8. Vehicle. Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway.

502.020. POWERS OF COUNCIL. The City Council may restrict the places, times, lengths of time and types of vehicles for which parking shall be permitted within the City. The Council shall adopt a resolution at a regular or special meeting adequately describing and defining the parking restrictions. City Staff shall post the resolution on the City website and on the City's principal bulletin board, 24 hours after which the City may enforce the parking restrictions.

In an emergency, the City Council may temporarily, by motion or resolution, forbid parking of all Motor Vehicles and Trailers without notice at any place within the City.

502.030. DESIGNATION OF PARKING SPACES. At each parking space marked on public property, an operator may park a Motor Vehicle or Trailer only within the marked limits of the parking space.

502.035. PARKING ON PUBLIC PROPERTY. No Operator shall operate or park a Motor Vehicle or Trailer on any public property that is not a Street, unless that property has been designated or marked for such use, nor shall any owner or Operator allow a Motor Vehicle or Trailer to remain parked on Public Property for more than 24 hours.

502.040. NO PARKING. No Operator shall park or allow a Motor Vehicle or Trailer to remain on any Street between 2 A.M. and 8 A.M., except that Motor Vehicles or Trailers within 100 feet of permitted construction sites may park on a Street or in a parking space during the times specified in 203.060(3)(b) for the purposes set forth in that section.

502.041. UNLAWFUL PARKING TO CONTINUE. Any vehicle unlawfully parked due to any time requirement shall remain unlawfully parked until it is moved.

502.042. EXCEPTIONAL PARKING BY PERMIT. City Staff may, upon request, record the Operator's name and the license plate of a Motor Vehicle and:

1. issue a permit for overnight parking for that Motor Vehicle on a Street. The permit shall be issued at no cost, shall be valid for seven days, and shall exempt the Owner and operator from the requirements of section §502.040. City Staff shall issue no more than one such permit per calendar month per Motor Vehicle or per Operator; or
2. issue a permit for parking that Motor Vehicle on public property at a specific location. The City Administrator may also issue a permit for a Trailer. The permit shall be issued at no cost, shall be valid for not more than 72 hours and shall exempt the owner and Operator from the requirements of section §502.035 for the specified location. City Staff shall also record the location for which the permit is issued.

City Staff may place additional restrictions on any permit. Law Enforcement, the City Council or the City Administrator may revoke any permit without notice.

502.043. EMERGENCY VEHICLE LANE. No Operator shall park a Motor Vehicle or Trailer in a manner that would obstruct a 12-foot lane for emergency vehicles.

502.060. WINTER PARKING. Upon accumulation of three inches or more of depth in snowfall, no Operator shall park or allow any Motor Vehicle or Trailer to remain on any area of a Street until the snow has been removed to the curb or edge of that area, nor shall any Operator park a Motor Vehicle or Trailer in a way that obstructs the City's ability to clear snow. No Operator who is not physically present at Birchwood Village Hall shall park or allow any Motor Vehicle or Trailer to remain in any area in the parking lot at Birchwood Village Hall that has not been fully cleared of snow.

502.070. TOWING AND STORAGE. The City Council, the City Administrator, or a law enforcement officer may remove or order the removal of any Motor Vehicle or Trailer parked or stalled in violation of this Section and may cause the Motor Vehicle or Trailer to be stored, including outside the City.

Such Motor Vehicle or Trailer shall not be reclaimed or recovered until fines, costs of storage and removal of the Motor Vehicle or Trailer have been fully paid.

If an owner of a Motor Vehicle or Trailer stored by the City does not reclaim the Motor Vehicle or Trailer, the City shall impose upon the Motor Vehicle or Trailer a possessory lien in the amount so charged and unpaid. Should the owner thereof fail to pay the same then the possessory lien may be foreclosed in the manner provided for by law.

502.080. EXCLUSIONS. This Section shall not apply to any Vehicle that is not a Motor Vehicle or Trailer.

502.090. PENALTIES FOR VIOLATION. Unless otherwise specified, any person violating any of the provisions of this Code shall be judged guilty of a misdemeanor.

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

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

Margaret Ford, Mayor

Attest:

Rebecca Kellen, City Administrator-Clerk

502. PARKING

502.010. DEFINITIONS. For the purpose of this Chapter, certain words and phrases are defined as follows:

1. Operator. Includes every individual who shall operate a motor vehicle as the owner thereof, or as the agent, employee, or permittee of the owner or any individual who is in actual physical control of a vehicle.
2. Park or Parking. The standing of a vehicle, whether occupied or not, upon a Street, other than for Temporary Waiting, or in obedience to traffic regulations, signs, or signals or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator of the vehicle.
3. Street. Any public street, avenue, road, alley, parkway or highway located in the City and established for the use of vehicles.
4. Motor Vehicle. Every vehicle which is self-propelled, including self-propelled vehicles that are not legal or registered for use on Streets. However, Motor Vehicle does not include an electric-assisted bicycle, an electric personal assistive mobility device, or a vehicle moved solely by human power.
5. Temporary Waiting. The standing of a vehicle, for not longer than ten minutes, for the purposes of, and while actually engaged in, receiving or discharging passengers, loading, unloading or delivering merchandise.
6. Vehicle. Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway.

502.020. POWERS OF COUNCIL. The City Council may restrict the places and lengths of time parking shall be permitted within the City. The Council shall pass a resolution at a regular or special meeting adequately describing and defining the parking restrictions. The City Administrator shall post the resolution on the City Website and on the City's principal bulletin board, after which the City may enforce the parking restrictions.

The City Council may, by motion or resolution, forbid parking of all Motor Vehicles for temporary periods in case of emergency at any place within the City.

502.025. POWERS OF CITY ADMINISTRATOR. The City Administrator may restrict the places and lengths of time parking shall be permitted within the City. The City Administrator

shall post notice of the parking restrictions and on the City Website and on the City's principal bulletin board, after which the City may enforce the parking restrictions. The restrictions shall expire no later than the next regular City Council meeting.

502.030. DESIGNATION OF PARKING SPACES. The City Council may, by motion or resolution, order individual parking spaces to be marked. Upon such an order, parking spaces shall be designated by lines painted or durably marked on the curb or surface of the Street. At each space so marked, an operator may park a Motor Vehicle only within the marked limits of the parking space.

502.035. PARKING ON PUBLIC PROPERTY. No Operator shall park a Motor Vehicle on any public property that is not a Street, unless that property has been designated or marked for parking. However, the City Administrator may, upon request, deem a temporary exception reasonable and permit that exception.

502.040. NO PARKING. No Operator shall park a Motor Vehicles on any Street from 2 A.M. to 8 A.M, except that Motor Vehicles within 100 feet of permitted construction sites may park on a Street or in a parking space during the times specified in 203.060(3)(b) for the purposes set forth in that section.

502.042. EMERGENCY VEHICLE LANE. No Operator shall park a Motor Vehicle in a manner that would obstruct a 12-foot lane for emergency vehicles.

502.060. WINTER PARKING. Upon accumulation of three inches or more of depth in snowfall, no Operator shall park on any area of a Street until the snow has been removed to the curb or edge of that area, nor shall any Operator park a Motor Vehicle in a way that obstructs the City's ability to clear snow. Any Operator who is not physically present at Birchwood Village Hall shall not park in the parking lot at Birchwood Village Hall, in any area that has not been fully cleared of snow.

502.070. TOWING AND STORAGE. The City Council, the City Administrator, or a Law Enforcement Officer may remove or order the removal of any Motor Vehicle parked or stalled in violation of this Chapter and may cause the Motor Vehicle to be moved and stored, including outside the City. Such Motor Vehicle shall not be reclaimed or recovered until fines, costs of storage and removal of the Motor Vehicle have been fully paid.

If an owner of a Motor Vehicle stored by the City does not reclaim the Motor Vehicle, the City shall impose upon the Motor Vehicle a possessory lien in the amount so charged and unpaid. Should the owner thereof fail to pay the same then the possessory lien may be foreclosed in the manner provided for by law.

502.080. EXCLUSIONS. This chapter shall not apply to any Vehicle that is not a Motor Vehicle.

502.090. PENALTIES FOR VIOLATION. Unless otherwise specified, any person violating any of the provisions of this Code shall be judged guilty of a misdemeanor.

CITY OF BIRCHWOOD VILLAGE 2026 FEE SCHEDULE Effective 1/01/26

All fees in this schedule are subject to "Other Inspections and Fees" (under Additional Fees).

<i>Category</i>	<i>Description</i>	<i>Code</i>	<i>Fee</i>	<i>Proposed Fee</i>	<i>Last Revised</i>
ADMINISTRATIVE SERVICE FEES					
	Compact disc		\$1.00		
	Copies (Black and White) per page 8 1/2 x 11 or 8 1/2 x 14		\$0.25		
	Copies (Black and White) per page 11 x 17		\$0.35		
	Copies (Color) per page		\$1.00		
	Hall Rental		\$25.00 + \$100.00 refundable deposit	\$75.00 per 24 hours or \$25 per hour + \$100.00 refundable deposit	
	Postage & Envelopes for Mailings & Public Hearing Notices		\$1.00 + postage	\$5.00 + postage	
	Returned Check	Minnesota Statute 604.113 Subd. 2(a)	\$30.00		

**ANIMAL
FEES**

Chicken License - three years		605.02 8(2)	\$30.00		2/2024
Pig License - three years		605.02 9(3)	\$30.00		2/2024
Dog Permit - first year of term (2025)		605.02 1.1(1), 605.02 1.2	\$30.00	\$40.00	2/2024
Dog Permit - second year or term (2026)		605.02 1.1(1), 605.02 1.2	\$25.00	\$33.00	2/2024
Dog Permit - third year or term (2027)		605.02 1.1(1), 605.02 1.2	\$20.00	\$25.00	2/2024
Dog Permit Late Fee		605.02 1.2	\$7.00	\$10.00	2/2024
Dog Permit Administrative Fee		605.02 1.2	\$30.00	\$35.00	2/2024
Potentially dangerous dog or dangerous dog appeal fee			\$100.00		12/2022
Dangerous dog annual fee		605.02 4(9)	\$500.00		12/2022
Potentially dangerous dog annual fee		605.02 4(11)	\$100.00		12/2022
Potentially dangerous dog or dangerous dog administrative review fee		605.02 4(12)	\$100.00		12/2022
Annual Boat Slip Permit Fee		617.11 8	Set and collected by Dock Association		

**DOCK
ASSOCIATION
FEES**

			\$875 times the number of Boat Slip Permits issued by the Birchwood Dock Association (BDA) on or before April 1, due by April 1. In the event of low water, the greater of the number of boats proposed next year or Boat Slip Permits issued by the BDA in the most recent year. For Boat Slip Permits issued by BDA after April 1, the additional amount is due before the permitted watercraft is placed at the dock.	\$1,000 times the number of Boat Slip Permits issued by the Birchwood Dock Association (BDA) on or before April 1, due by April 1. In the event of low water, the greater of the number of boats proposed next year or Boat Slip Permits issued by the BDA in the most recent year. For Boat Slip Permits issued by BDA after April 1, the additional amount is due before the permitted watercraft is placed at the dock.	
	Annual Dock Permit Fee (\$1000 per boat)	617.44 617.11 9			3/2018
SMALL CRAFT STORAGE FEES	Annual Small Craft Permit	617.21 5(2)	\$35.00	\$40.00	2/2024
	Annual Small Craft Permit for household upon proof of adjusted gross income of \$35,000 or less	617.21 5(2)	no cost		1/2020
	Use of Small Craft Rack without a permit	617.21 5(3)	\$100.00		2/2024
	Small Craft Removal Fee	617.21 5(3)	\$75.00		2/2024
	Post-season Boat Storage Violation Fee	617.24 0	\$35.00	\$40.00	2/2024

**PLANNING
AND ZONING
FEES,
ESCROWS
AND
DEPOSITS**
*subject to
additional
fees, in that
section of the
fee schedule.
All planning
and zoning
permits
require an
additional
refundable
permit
escrow when
listed.

Conditional Use Permit (CUP) Application or Amendment *		306.01 0	\$1,000.00	\$3,000.00	2/2024
	Refundable Conditional Use Permit or CUP Amendment Escrow for permitting costs incurred by city		\$3,000.00	\$3,500.00	8/2021
Interim Use Permit Application *		305.02 0, 305.04 0(6)	\$600.00	\$2,000.00	2/2024
	Refundable Interim Use Permit Escrow for permitting	302.05 0	\$3,000.00	\$3,500.00	8/2021

	costs incurred by city				
Street Vacation Application *			\$500.00	\$1,000.00	2/2024
	Refundable Street Vacation Escrow for permitting costs incurred by city	302.05 0	\$3,000.00	\$3,500.00	12/2022
Variance Application *		304.02 0	\$1,000.00	\$5,000.00	2/2024
	Refundable Variance Escrow for staff review time incurred by city	302.05 0	\$3,000.00	\$3,500.00	
Subdivision: Lot Split Application *		308.12 1	\$300.00	\$500.00	2/2024
	Refundable Lot Split Escrow for permitting costs incurred by City	301.05 5(2)	\$1,000.00	\$1,200.00	12/2022
Subdivision: Preliminary Plat Application *		308.04 0(3)	\$1,000.00	\$1,500.00	8/2021
	Subdivision: Refundable Preliminary Plat Application Escrow for permitting costs incurred by city	301.05 5(2)	\$10,000.00	\$15,000.00	8/2021
Subdivision: Final Plat Application *		308.05 0	\$1,000.00		8/2021
Subdivision: Refundable Final Plat Application Escrow for permitting costs incurred by city		301.05 5(2)	\$10,000.00		8/2021
Zoning Permit *		307.01 0	\$60.00	\$120.00	2/2024
	Refundable Zoning Permit Escrow for permitting costs incurred by city	301.05 5(2)	\$3,000.00	\$3,500.00	11/2021
Move a building from its present location in Birchwood to any other site, whether or not the new site is within the City. *			\$500.00	\$750.00	12/2022
	Refundable building move escrow for permitting costs incurred by city	301.05 5(2)	\$1,000.00	\$2,000.00	12/2022

	326B.1 53			
\$501 to \$2,000 **, **	203.05 0, Minnes ota Statute 326B.1 53	\$23.50 for the first \$500 + \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.00.		
\$2,001 to \$25,000 **, **	203.05 0, Minnes ota Statute 326B.1 53	\$69.25 for the first \$2,000 + \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000.		
\$25,001 to \$50,000 **, **	203.05 0, Minnes ota Statute 326B.1 53	\$391.25 for the first \$25,000 + \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.		
\$50,001 to \$100,000 **, **	203.05 0, Minnes ota Statute 326B.1 53	\$643.75 for the first \$50,000 + \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.		
\$100,001 to \$500,000 **, **	203.05 0, Minnes ota Statute 326B.1 53	\$993.75 for the first \$100,000 + \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.		
\$500,001 to \$1,000,000 **, **	203.05 0, Minnes ota Statute 326B.1 53	\$3,233.75 for the first \$500,000 + \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.		
\$1,000,001 and up **, **	203.05 0, Minnes ota Statute	\$5,608.75 for the first \$1,000,000 + \$3.15 for each additional \$1,000, or fraction thereof.		

		326B.1 53			
		Minnes ota Statute 326B.1 48	Using calculator at: https://www.dli.mn.gov/about-department/permit-surcharge-report		
	State Surcharge				
DEMOLITION FEES	Demolition Permit	203.05 0	\$100.00	\$200.00	12/2022
UTILITY AVAILABILITY FEES	Metropolitan Council Environmental Services Sewer Availability Charge (SAC)	202.070	The most recent fee published by MCES. \$2485.00 as of November, 2025		2/2024
	Water Connection Fee (WAC)	202.070	\$1960.00		2/2024
	Sewer Connection Fee	202.070	\$2,016.00		6/2023
PLUMBING AND FIRE PERMIT FEES	Plumbing Permit (piping inside the house) **	202.04 0	\$150 + \$100/hour after one hour		12/2022
	State Surcharge	Minnes ota Statute 326B.1 48	\$1.00		
	Fire Sprinkler Permit **	202.04 0	\$150 + \$100/hour after one hour		12/2022
	State Surcharge	Minnes ota Statute 326B.1 48	\$1.00		

Mechanical Permit **		202.04 0	\$150 + \$100/hour after one hour		12/2022
	State Surcharge	Minnes ota Statute 326B.1 48	\$1.00		
Gas Piping Permit (that is not part of mechanical installation) **		202.04 0	\$150 + \$100/hour after one hour		12/2022
	State Surcharge	Minnes ota Statute 326B.1 48	\$1.00		
Air Conditioning Installation Permit **		203.05 0	\$150 + \$100/hour after one hour		12/2022
	State Surcharge	Minnes ota Statute 326B.1 48	\$1.00		
Air Conditioning Permit (part of mechanical installation) **		203.05 0	\$150 + \$100/hour after one hour		12/2022
	State Surcharge	Minnes ota Statute 326B.1 48	\$1.00		
Fireplace Permit (gas, wood or other type) **		203.05 0	\$150 + \$100/hour after one hour		12/2022

		Minnesota Statute 326B.148			
State Surcharge		48	\$1.00		
WATER AND SEWER FEES	Residential and non-residential water use: Tier 1 - up to 6,000 gallons	201.090	\$0.00374 per gallon	\$0.00456 per gallon	2/2024
	Residential and non-residential water use: Tier 2 - after 6,000 gallons up to 9,000 gallons	201.090	\$0.00431 per gallon	\$0.00525 per gallon	2/2024
	Residential and non-residential water use: Tier 3 - after 9,000 gallons up to 15,000 gallons	201.090	\$0.00495 per gallon	\$0.00598 per gallon	2/2024
	Residential and non-residential water use: Tier 4 - after 15,000 gallons up to 44,883 gallons	201.090	\$0.00571 per gallon	\$0.00684 per gallon	2/2024
	Residential and non-residential water use: Tier 5 - after 44,883 gallons	201.090	\$0.00654 per gallon	\$0.00777 per gallon	2/2024
	Quarterly Safe Drinking Water Fee	Minnesota Statute 144.3831	The most recent fee assessed by the Minnesota commissioner of health, divided into quarters. \$2.43 as of July, 2022.	The most recent fee assessed by the Minnesota commissioner of health, divided into quarters. \$3.81 as of January 1, 2026.	
	Sewer Fee (metered, quarterly)	202.110	\$36.00 + \$.00460 per gallon based on first quarter water consumption	\$36.00 + \$.00497 per gallon based on first quarter water consumption	2/2024
	Sewer Fee (unmetered, quarterly)	202.110	\$81.60	\$88.25	2/2024
	Water Utility User Fee		\$40.00	\$65.00	2/2024
	Water Main Break Surcharge (as City exhausts budgeted funds for water main breaks)		As required (\$25.00 for June - December, 2022 as of June, 2022)		5/2022
	Lift Station Replacement Fee			\$25.00	
	Street excavation permit *		\$60.00		2/2024
	Refundable Street Excavation Damage Deposit		\$3,000.00		12/2022
	Turning water service on or off at street, including seasonally	201.240	\$150.00		
	Water Meter Installation or Replacement 3/4" or smaller	201.080	\$500.00 + \$150.00/hour after one hour		12/2022

Water Meter Installation or Replacement 1" or larger or other non-standard meter	201.08 0	Cost of meter + \$150.00/hour, with 1 hour minimum		12/2022
Utility Bill Late Fee	201.10 0, 202.12 0	5% of the unpaid balance		
Utility Bill Quarterly Automated Clearing House (ACH) Discount		\$3 Discount		5/2022
Non-electronic water meter fee	201.08 0	\$100.00/quarter		1/2023
Non-submission of emailed photo of non-electronic water meter	201.08 0	\$100.00		1/2023
Open water and sewer account		\$25.00		
Close water and sewer account		\$25.00		
Costs to City for damages and liabilities for irrigation system backflow into water system	202.09 5	actual costs		3/2022
Water meter testing (refundable as described in City code)	201.17 0	\$300.00		12/2022

OTHER FEES. All fees in this schedule are subject to the following charges when required by the City. (See Addendum A regarding unpaid fees)	Investigation Fee: If work or activity for which a license or permit is required by the code has been commenced without first obtaining the permit or license.	701.06 1	Up to the amount equal to the permit fee, in addition to the permit fee.	12/2022
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Additional Fee: An additional fee, not to exceed actual expenses or the original amount of the fee, whichever is less, shall be paid if the City Council determines that the applicant has changed the project after submission of the initial application, or if it is necessary to conduct an excessive number of re-inspections of the project in order to ensure compliance with the City Code or the terms of the permit or license.	701.06 2			
Building Official: Plan Review fee	Minnes ota Statute 326B.1 53 Subd. 2	65% of permit fee		6/2019
Building Official: Plan Review fee for exact same plans	Minnes ota Statute 326B.1 53 Subd. 5	25% of permit fee		12/2022
Building Official: Additional plan review for changes, additions or revisions to plans		\$31.63 + \$63.25/hour after one half hour		6/2019
Planner: Consult or review land use plans		\$100.00/hour, or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, as well as any consulting fees		2/2024
Planner: Inspections or other services		\$100.00/hour, or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe		2/2024

			benefits of the employees involved, as well as any consulting fees		
			\$149.00/hour, or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, as well as any consulting fees		2/2024
	Engineer: Consult or review land use plans, inspect or other services				
	Attorney: Consultations, reviews and analysis		actual costs, including administrative and overhead costs, and attorney review and analysis expenses		
	Other Professionals: Consultations, reviews and inspections		actual costs, including administrative and overhead costs, and consultant review and analysis expenses		
VACANT BUILDING FEES	Vacant building annual registration fee	407.03 (k)	\$480.00 + City costs incurred for property maintenance		2/2024
LAW ENFORCEMENT FEES	Excessive Use of Law Enforcement - first incident	406.03 (3)(b)	cost, with \$100.00 minimum		
	Excessive Use of Law Enforcement - second incident	406.03 (3)(b)	cost, with \$200.00 minimum		
	Excessive Use of Law Enforcement - after second incident	406.03 (3)(b)	cost, with \$300.00 minimum		
TREE FEES AND DEPOSITS	Diseased Tree Abatement fee	403.08 0(c)	\$50.00 + cost of abatement		12/2022

**RIGHT OF
WAY FEES**

Significant Tree Removal Replacement deposit	302.05 5(2)(d) (3)	amount necessary to cover the cost of replacement trees		
Refundable ROW Excavation Permit Deposit	301.05 5(2)	\$3,000.00		6/2023
Obstruction Permit	208B.0 60(2)	\$200.00		6/2023
Excavation Permit	208B.0 60(1)	\$200.00		6/2023
Small Wireless Facility Permit	208B.0 60(3)	\$500 up to 5 sites, \$100 for each additional		6/2023
Delay Fee Minimum	208A.0 90(3)	\$60 plus \$20 per day each day late over 3 days		6/2023
Delay Fee, One Lane Blocked to Motor Vehicle Traffic	208A.0 90(3)	\$60 per day		6/2023
Delay Fee, Fully Blocked to Motor Vehicle Traffic	208A.0 90(3)	\$100 per day		6/2023
Refundable Right of Way Non- Excavation Damage Deposit	208A.1 00(6)	\$3,000.00		6/2023
Permit, license or fee refund, if the applicant requests a refund within 15 days after payment, and the City has incurred no expenses to process the application.		50% of the fee		4/2018

REFUNDS

ADDENDUM A: Notice to applicants applying for permits or using city consulting services				
	Past due permit expenses: Residents that have past-due permitting expenses may not apply for a new permit until prior permitting expenses are paid.	701		2/2024
	Expenses incurred prior to permit application: City fees incurred due to necessary engineering, inspection, or administrative review prior to permit submittal are the resident's responsibility. This also applies to fees incurred for permits that are cancelled, withdrawn or rejected.	701		2/2024
	Permit expenses post permit approval: Occasionally permit expenses arise after permit issuance. These expenses are billed separately and are the resident's responsibility.	701		2/2024
	Disputing expenses appeals process: If you wish to appeal an expense presented, you may refer to Birchwood City Code, section number 701 and follow the appeals process.	701		2/2024
FOOTNOTES				
* Escrow for City Permitting costs is required. Unused portion is returned to applicant.				
** State Surcharge is required				

CITY OF BIRCHWOOD VILLAGE

WASHINGTON COUNTY, MINNESOTA

ORDINANCE 2025-11-10

AN ORDINANCE AMENDING THE FEE SCHEDULE

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

EFFECTIVE DATE:

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

Adopted by the City of Birchwood Village City Council this XX day of December, 2025.

CITY OF BIRCHWOOD VILLAGE

By: _____

Jennifer Arsenault, Mayor

Attest:

Alan Kantrud, City Administrator-Clerk

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

This Agreement between the Rice Creek Watershed District (RCWD) and the Cities of Birchwood Village, Mahtomedi and White Bear Lake (Cities), together, the "Parties", is intended to address the obligations and expectations of the Parties related to the Priebe Lake Outfall Project (PLOP) and associated facilities. This Agreement is further intended to facilitate the collaboration of RCWD, Birchwood Village, Mahtomedi, and White Bear Lake in managing the PLOP and associated facilities for the benefit of all Parties and those citizens benefitted by the combined water management and stormwater system. This Agreement is effective as of the signature date of the last executing Party to the Agreement. To be effective, this Agreement must be ratified by all Parties within 90 days of the first Party's date of ratification. It serves to describe and formalize the existing rights and obligations of the Parties, not to create new ones.

I. Recitals:

A. The Priebe Lake Outfall Project (PLOP) was constructed by the RCWD in 1979-1980 in response to a 1976 petition by the Cities of White Bear Lake and Birchwood Village to solve repeated serious flooding of homes in the 1960's and early 1970's around Priebe Lake (DNR Public Water 62-36P) in the vicinity of Riviera Drive N and E County Line Road.

B. The original PLOP included the Priebe Lake Outlet Structure and storm sewer piping (PLOP Storm Sewer), from the Priebe Lake Outlet Structure to its discharge into Hall's Marsh (DNR Public Water Wetland 82-480W) in Birchwood Village (Hall's Marsh Outfall) - see Attachment A.

C. In 1980 the PLOP was amended to also include an outlet structure to control flow from Hall's Marsh into White Bear Lake (DNR Public Water 82-167P) (Halls Marsh Outlet) - see Attachment A.

D. The PLOP was established and is maintained as a lake outlet/flood damage reduction project and not a stormwater project.

E. The original project was permitted by the Minnesota Department of Natural Resources (#1980-6067) and paid for through a 20-year special assessment to benefitted landowners in the drainage area of the system. The Hall's Marsh Outlet was paid for with RCWD ad valorem (District-wide) funding.

F. The PLOP is recognized within RCWD's 2020 Watershed Management Plan as a District Facility.

G. The RCWD Engineer completed a condition assessment for the PLOP in July 2020, recommending that the original outlet control structure at Priebe Lake be replaced. The remainder of the PLOP Storm Sewer was found to be in good condition.

H. The current Priebe Lake Outlet Structure was installed in 2022 by RCWD, to replace the original structure that was failing.

I. The current Priebe Lake Outlet Structure was permitted by the Minnesota Department of Natural Resources (#Number?) and paid for by RCWD ad valorem funds under M.S. 103B.

J. The PLOP Storm Sewer is commingled with associated stormwater facilities owned by the Cities of Birchwood Village (Tighe-Schmitz Park Outlet), Mahtomedi (Wedgewood Hills Dry Basin), and White Bear Lake (Pond A) - Attachments A and B.

K. This agreement applies to the PLOP and associated stormwater facilities identified in attachments A and B, all of which manage the flow of stormwater from the PLOP drainage area identified in Attachment C to White Bear Lake. Stormwater from Halls Marsh Outfall flows naturally through Halls Marsh, discharges from Halls Marsh through the Halls Marsh Outlet Structure, and continues along the natural watercourses and wetlands to White Bear Lake. It is not uncommon for high water conditions on White Bear Lake to back-flow into Halls Marsh.

L. The PLOP storm sewer plan and profile, Priebe Lake Outlet Structure record drawings and Operation and Maintenance Plan, and Halls Marsh Outlet Repair Record Drawings are included in Attachments D-G.

M. A 2013 report by the Minnesota Pollution Control Agency determined that Priebe Lake was hypereutrophic.

Based on the foregoing, the Parties agree as follows:

II. General Provisions:

A. Each Party shall carry liability insurance and hold the other harmless for damage or other claims related to the existence or operation of the Party's infrastructure. Each Party agrees to provide standard indemnifications to the others.

B. Costs associated with each activity described herein are the individual responsibility of each respective Party.

C. Each Party shall provide 5-days' advance notice to the other Parties before performing any maintenance activity described herein; advance notice for inspection activities or emergency maintenance not required.

D. Each Party agrees to communicate and cooperate in good faith to the others in order to allow each to carry out its duties under the Agreement - including waiver of any applicable permit fees.

E. Each Party agrees to share the results or reports of inspection activities or analyses.

F. All timelines referenced herein are flexible and subject to change due to weather and permitting timelines. Notwithstanding the flexibility described above, each Party is expected to exercise diligence in executing its obligations herein.

G. Each Party is responsible for future inspection and maintenance of its own infrastructure as outlined herein.

H. Sediment removal within Priebe Lake and Pond A requires drawdown of the water level within each basin. Priebe Lake drawdown will be passive via the outlet structure and requires issuance of a DNR permit. Pond A drawdown will rely on pumping and does not require a DNR permit.

I. Each party is responsible for communicating with its respective constituents regarding the shared goals and actions to be implemented through this Agreement.

J. Each Party is responsible for complying with all applicable federal, state, and local laws.

K. The approval of this Agreement and authorization for its execution shall be reflected in a resolution of the governing body of each Party to be provided to each other Party to this Agreement.

L. The timelines in this Agreement are to be viewed as a general guide in order to promote the diligence of each Party in executing its obligations.

M. The use of terms such as "storm sewer" in this Agreement are for ease of understanding and not to assign status to the project as a "storm water project" or to make it subject to Municipal Separate Stormwater System (MS4) regulation.

N. This agreement constitutes the entire agreement of the Parties.

O. This Agreement may be executed in counter parts.

P. Disputes under this Agreement shall be resolved pursuant to Minnesota Statutes Section 103D.539, ~~by submitting the dispute resolution committee of the Board of Water and Soil Resources. Any decision of the dispute resolution committee shall be binding on the Parties.~~

III. Birchwood Village Agrees To:

A. Provide RCWD with access to Halls Marsh property under City ownership (see map at Attachment G) for inspection and maintenance activities outlined this agreement.

B. Provide Mahtomedi and RCWD with access via its property to the property in Mahtomedi containing the Wedgewood Hills dry basin for inspection and maintenance activities outlined in the Agreement.

C. Rescind its formal objection to DNR approval of Priebe Lake drawdown to allow for sediment removal, Structure maintenance and other water quality improvement activities.

D. Accept responsibility for all costs associated with maintenance and repair of the outlet from Tighe-Schmitz Park into the PLOP Storm Sewer as identified in Attachment A (to be coordinated by RCWD).

E. Accept responsibility for vegetative and/or habitat management activities within Halls Marsh related to the City's desired property use and management and engaging RCWD when PLOP management may enhance City efforts. Because hypereutrophic conditions increase vegetation growth, RCWD shall equally share costs of removal of vegetation, if the most recent testing of Priebe Lake shows hypereutrophic conditions. Such conditions shall be evaluated with respect to Minnesota Pollution Control Agency or similar standards.

F. Prepare and make available to the public an annual report on the ecological health of Halls Marsh.

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

IV. Mahtomedi Agrees To:

- A. Inspect Wedgewood Hills dry basin as identified in Attachment A every five years.
- B. Jointly with RCWD, analyze Wedgewood Hills dry basin for possible water quality retrofit improvements; if a feasible and cost-effective project is found, cooperate with RCWD to implement the project.
- C. Accept responsibility for all costs associated with sediment pollutant testing¹, removal of accumulated and/or contaminated sediment, and outlet control structure maintenance at Wedgewood Hills dry basin (to be coordinated by RCWD, as referenced below).
- D. Remove sediment and maintain outlet control structure in Wedgewood Hills dry basin as needed and indicated by future inspections.
- E. Upon identification of a deficiency in the performance of the PLOP or related facilities, notify RCWD. If responsible for correction of a deficiency, develop a plan to address or correct the deficiency within 90 days of identification or receipt of the RCWD response as outlined in section VI.02, below.

V. White Bear Lake Agrees To:

- A. Inspect City-owned storm sewer outfalls into Priebe Lake at least every five years.
- B. Inspect Pond A and its outlet control structure for sediment buildup and function as identified in Attachment A at least every five years.
- C. Jointly with RCWD, analyze Pond A for possible water quality retrofit improvements; if a feasible and cost-effective project is found, cooperate with RCWD to implement the project.

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

D. Accept responsibility for all costs associated with sediment pollutant testing, removal of accumulated and/or contaminated sediment, and outlet control structure maintenance at Pond A (to be coordinated by RCWD, as referenced below).²

E. Serve as co-applicant with RCWD for DNR permit to complete drawdown of Priebe Lake.

F. Accept responsibility for all costs associated with sediment pollutant testing, removal of accumulated and/or contaminated sediment, and outlet maintenance at its storm sewer outfalls to Priebe Lake (to be coordinated by RCWD, as referenced below).

G. Remove sediment deltas at its storm sewer outfalls in Priebe Lake and Pond A as needed and indicated by future inspections.

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

¹ Sediment pollutant testing shall be limited to areas where sediment removal is planned or required and shall occur in accordance with Minnesota Pollution Control Agency (MPCA) standards to characterize the sediment for dredged material disposal. Testing shall include testing for Polycyclic Aromatic Hydrocarbon (PAH), along with other pollutants required by the MPCA. ² The Parties acknowledge that County Road runoff may also enter into Pond A.

VI. RCWD Agrees To:

A. Inspect and maintain the PLOP (Priebe Outlet, PLOP storm sewer, Halls Marsh Outfall, Halls Marsh Outlet) as identified in Attachment A.

B. Coordinate a project to undertake sediment pollutant testing within Priebe Lake, Pond A, Wedgewood Hills dry basin and at the Halls Marsh Outfall (expanded scope from 2021 Birchwood Village testing) within six (6) months of the effective date of this Agreement. Share with the Parties the results of sediment pollutant testing.

- Costs for Priebe Lake and Pond A sediment pollutant testing will be responsibility of White Bear Lake.
- Costs for Wedgewood Hills dry basin sediment pollutant testing will be responsibility of Mahtomedi.

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

- Costs associated with Halls Marsh Outfall sediment pollutant testing will be responsibility of RCWD.

C. Coordinate a maintenance project to remove accumulated or contaminated sediment deltas from Priebe Lake, Pond A, Wedgewood Hills dry basin and at the Halls Marsh Outfall, including any needed outlet control structure maintenance at each site, within eighteen (18) months of completion of sediment pollutant testing as described above. The project may include excavation to ensure proper water drainage. RCWD will coordinate with the City of Birchwood Village on the timing of this maintenance. Testing results after sediment removal shall meet or exceed all applicable residential government standards for contamination and pollution.

D. Manage DNR permitting process for drawdown of Priebe Lake with White Bear Lake as a co-applicant on any permit.

E. Manage DNR permitting process for sediment removal from Priebe Lake and at the Halls Marsh Outfall.

F. Inspect the areas adjacent to the Halls Marsh Outfall for sediment accumulation every five years.

G. Within two years following the effective date of this Agreement, conduct a bathymetric survey of Hall's Marsh for the purpose of assessing its hydraulic conveyance and drainage characteristics. The findings of the survey shall be distributed to all Parties. RCWD shall subsequently undertake the removal of any sediment accumulations identified as an impediment to flow in order to restore and maintain proper conveyance through the marsh. Following this initial sediment removal, the resulting conditions shall be documented to establish a new baseline for the marsh. RCWD shall conduct future surveys every ten years to identify and remove sediment as needed to ensure the marsh is maintained at this baseline condition and continues to function properly.

GH. Remove sediment deltas at the Halls Marsh Outfall as needed and indicated by future inspections.

IH. Inspect Halls Marsh Outfall and the Halls Marsh Outlet to White Bear Lake a minimum of three times annually and promptly remove any debris found to be causing a major flow obstruction.

J. Collaborate with White Bear Lake on a project to retrofit or improve Pond A and its outlet for water quality if a feasible and cost-effective project is found.

K. Collaborate with Mahtomedi on a project to retrofit or improve the Wedgewood Hills dry basin for water quality if a feasible and cost-effective project is found.

L. Collaborate with Birchwood Village on a project to retrofit or improve the Tighe-Schmitz Park Outlet for water quality if a feasible and cost-effective project is found.

M. Continue to consider multiple strategies to decrease Total Phosphorus (TP) and Total Suspended Solids (TSS) loading to White Bear Lake and achieve water quality goals as indicated in its Watershed Management Plan.

N. Develop a drawdown plan in advance of completing a drawdown of Priebe Lake and share the plan with the City-Parties to this Agreement.

O. Coordinate the sediment pollutant testing, sediment removal, and outlet control structure maintenance activities in partnership with the City-Parties for the initial phase of work, including consultant and contractor management and invoicing of costs to each Party.

P. Within 14 business days of notice by any Party of an observed deficiency in the performance of the PLOP or associated facilities, develop a response to all Parties identifying the nature of deficiency, if any, the Party responsible for correction and a summary of corrective actions, if any, required.

Q. Pursuant to III.H, share the costs of vegetation removal from Hall's Marsh. RCWD may fund vegetation removal costs through grants.