AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
October 13, 2015
7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

a. Len Pratt: 407 Lake Ave
b. Jack Kraemer: 407 Lake Ave

ANNOUNCEMENTS

CITY BUSINESS – CONSENT AGENDA

A. Approval of Regular Meeting August 5 & September 8, 2015 Minutes*

B. Approval of Special Meeting September 16, 2015 Minutes*

CITY BUSINESS – REGULAR AGENDA

A. Open Meeting Law Discussion*

B. Council Member Hullsiek: Birchwood Dock Association*
   a. Met Saturday Sep 12th at 9:30
   b. Boats out on October 16th – dock removal schedule
   c. First rotation in 2017, full rotation by 2017 - Everyone getting an equal short
   d. Recommending to waive $400 for Dock Association Fees – encountering budget crunch
   e. Discussion on Kay Beach – association recommended keeping dock length the same as 2015

C. Kay Beach Dock Application*
   a. History prior to 1996 – Dock consisted of 10 lengths (100-feet)
   b. Proposal to return dock back to historical length (98 feet)

D. Approval of Treasurer's Report*

* Denotes items that have supporting documentation provided

E. Second Reading of Tree Preservation Language to City Code*

F. Resolution 2015-07: Hiring and Appointing Tobin Lay to Serve as City Treasurer*

G. Second Reading of Ordinance 2015-8-01, Amending Section 302.045 of City Code*

H. First Reading of Ordinance 2015-06-02, Prohibiting Feeding of Deer in Birchwood*

I. City Administrator's Report
   a. Ramsey County Elections, Tuesday November 3
   b. Approval of 2 year Snow Plowing Contract*
   c. Lift Station update

J. City Attorney's Report

ADJOURN

* Denotes items that have supporting documentation provided

CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
AUGUST 5, 2015

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Councilmembers: Bill Hullsiek, Randy LaFoy, and Mark Anderson. Absent Kevin Woolstencroft

STAFF PRESENT: Mike Anderson, City Administrator

OTHERS PRESENT: Jason Tell (697 Hall Ave)

Mayor Wingfield called the regular meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

AGENDA APPROVAL:

MOTION WAS MADE BY COUNCILMEMBER ANDERSON AND SECONDED BY COUNCILMEMBER LAFOY TO APROVE THE AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM: N/A

ANNOUNCEMENTS: Council member LaFoy stated the Birchwood Plant sale in September and the July 4 parade video is on youtube.com.

PLANNING COMMISSION: N/A
Resident Jason Tell presented information regarding his variance application for a deck at 697 Hall Ave. According to City Code 302.020 section 2 the proposed deck fell within the municipal street set back of 40 feet. The application for variance is for a "practical difficulty" with his property being bordered by three municipal streets. This request does not interfere or burden neighbor's privacy, views, or quality of life.

MOTION WAS MADE TO APPROVE THE VARIANCE BY COUNCIL MEMBER LAFOY, SECONDED BY COUNCIL MEMBER HULLSIEK. ALL AYES. VARIANCE PASSED

CITY BUSINESS – CONSENT AGENDA

A. Approval of Regular Meeting July 14, 2015 Minutes*

MOTION WAS MADE TO APPROVE THE JULY MEETING MINUTES BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON. ALL AYES. MOTION PASSED.

CITY BUSINESS - REGULAR AGENDA

A. **WBLCD Board Member Appointment**: Appointing Susie Mahoney to represent the City of Birchwood.

MOTION WAS MADE TO APPROVE SUSIE MAHONEY BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER HULLSIEK. ALL AYES. MOTION PASSED.

B. Approval of Treasurers Report

MOTION WAS MADE BY COUNCILMEMBER LAFOY SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE THE TREASURERS REPORT. ALL AYES. MOTION PASSED.

C. First Reading of Ordinance 2015-07-01, Amending Section 607 (parking) of City Code

Council member Lafoy explained some parking issues at Wildwood Park and informed the council of resident feedback. The Council discussed that only parallel parking would be allowed and only two wheels would be permitted on the grassy areas.

MOTION WAS MADE BY COUNCIL MEMBER HULLSIEK SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE THE FIRST READING. ALL AYES. MOTION PASSED.

D. First Reading of Ordinance 2015-8-01, Amending Section 302.045 of City Code

Mayor Wingfield stated she will meet with the Planning Commission regarding Structure Height.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE THE FIRST READING. ALL AYES. MOTION PASSED.

E: City Administrator's Report

A: Downed Tree on Birchwood Lane

Administrator Anderson recommended a reimbursement of $300 to the resident for Steve Dean's services.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY SECONDED BY MAYOR WINGFIELD TO APPROVE THE PAYMENT OF $300. ALL AYES. MOTION PASSED

B: Lift Station Discussion

Administrator Anderson informed the council he received a bid from Connelly Industrial Electronics to move the Lift Station Controls to grade for about $16,000.

Mayor Wingfield proposed an amount not to exceed $18,000.

COUNCIL MEMBER HULLSIEK MADE A MOTION TO APPROVE AN AMOUNT OF $18,000 FOR LIFT STATION UPGRADES SECONDED BY COUNCIL MEMBER ANDERSON. ALL AYES. MOTION PASSED

F: City Attorney's Report

City Attorney Kantrud informed the Council that the Easement Litigation is finished and yielded for questions.

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER HULLSIEK, SECONDED BY MAYOR WINGFIELD TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 7:30 P.M.

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Mary Wingfield
Mayor

ATTEST:

_____

Mike Anderson
City Administrator-Clerk

CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
September 8, 2015

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Council members: Bill Hullsiek, Kevin Woolstencroft, and Mark Anderson. Absent Randy LaFoy

STAFF PRESENT: Mike Anderson, City Administrator

OTHERS PRESENT: John Lund, Mary Sue Simmons, Alan Mitchell, Jenifer Sorenson DNR

Mayor Wingfield called the regular meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

AGENDA APPROVAL:

Mayor Wingfield: added discussion on 407 Lake Ave to agenda.

MOTION WAS MADE BY COUNCILMEMBER ANDERSON AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APROVE THE AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM:

John Lund: Discussed the deer population in Birchwood. Mr. Lund gave an overview of the size of the community and the amount of deer within. He gave some solutions that were presented by the DNR, no feeding below 5ft from the ground, change the ordinance to allow archery hunting with permit, or hire Metro Bo Hunters.

Council Member Hullsiek: Would like to see a committee formed and the deer population managed.

Mayor Wingfield: Would like the community to get involved, educate residents on the issue, and see a committee formed with reports every other month to the council.

Alan Mitchell: Gave a report on the 2015 Music in the Park Series. Mr. Mitchell noted it was a very successful year and thanked the council for their support.

ANNOUNCEMENTS: Mayor Wingfield mentioned the Dock Association meeting on September 12 at City Hall and the Plant Exchange at City Hall on September 19.

Mayor Wingfield informed the residents that Leaf Collection will begin on October 5 and will continue on every Monday in October.

Mayor Wingfield expressed her gratitude to council member Anderson for putting out the pedestrian "slow" signs on crosswalks in Birchwood. Birchwood has received many compliments from residents on this matter.

CITY BUSINESS – CONSENT AGENDA

A. Approval of Regular Meeting August 5, 2015 Minutes

Minutes were pulled from the agenda for changes and will be presented at the October 13 meeting.

CITY BUSINESS - REGULAR AGENDA

A. Resolution 2015-19, establishing the Preliminary Levy Certification for the City's 2016 General Fund at $326,299.00.

MOTION WAS MADE TO APPROVE PRELIMINARY BUDGET BY COUNCIL MEMBER WOOLSTENCROFT AND SECONDED BY COUNCIL MEMBER HULLSIEK. ALL AYES. MOTION PASSED.

B. Resolution 2015-20, Authorizing a Transfer of $45,000 to Capital Projects – Public Works

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE TRANSFER OF $45,000 TO CAPITAL PROJECTS. ALL AYES. MOTION PASSED.

C. Amend Resolution 2015-11, Approving the Request of CenturyLink Franchising Policies & Procedures

City Attorney Kantrud: Informed the council that the wording back in the June council packet was incorrect and stated the policies and procedures for Century Links Franchising in Birchwood. Based on his knowledge of these policies and procedures, he recommended council move forward with accepting the terms and conditions.

MOTION WAS MADE BY COUNCIL MEMBER HULLSIEK SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE CENTURY LINK POLICIES AND PROCEDURES GOVERNING APPLICATION, REVIEW AND RECOMMENDATIONS REGARDING GRANT OF COMPETITIVE CABLE FRANCHISES. ALL AYES. MOTION PASSED.

D. Approval of Treasurer's Report

MOTION WAS MADE BY COUNCIL MEMBER WOOLSTENCROFT SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE THE TREASURERS REPORT. ALL AYES. MOTION PASSED.

E: Kay Beach Permit: Designate a Representative

Mayor Wingfield: Nominated Council Member Hullsiek to be the representative for the city.

MOTION WAS MADE BY MAYOR WINGFIELD SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO DESIGNATE COUNCIL MEMBER HULLSIEK AS THE KAY BEACH REPRESENTATIVE. ALL AYES. MOTION PASSED

F: First Reading of Tree Preservation Language to City Code

City Attorney Kantrud: Recommended changing the wording from City Forester to Designee appointed by the City of Birchwood.

COUNCIL MEMBER ANDERSON MADE A MOTION TO APPROVE FIRST READING SECONDED BY COUNCIL MEMBER HULLSIEK. ALL AYES. MOTION PASSED

F2: 407 Lake Ave Discussion (addition to agenda) in terms of Structure Height Building Code

City Administrator Anderson: Gave an overview of recent history regarding the process of 407 Lake Ave building permit process. Explained that the process was "lost" and building permit materials were not located.

Mayor Wingfield: Discussed sitting down and discussing 407 Lake with Planning Commission Members and City Administrator. At that time the house was over 3 feet above city code maximum height average of 25 feet. Mayor Wingfield described the code language for average structure height and how it could be hard to interpret.

Jen Sorenson DNR: Jen stated that City of Birchwood that structure height language was approved in 1993 with the DNR. The DNR Shoreline ordinance is to be approved by the DNR when adopted. The language adopted in 2000 by Birchwood was not adopted by the DNR.

Mayor Wingfield: Stated that discussing 407 Lake Ave was to inform the council and residents that the current code language is not helpful in terms of calculating average structure height.

Jen Sorenson DNR: Mentioned she questioned the process of the application. Jen discussed the possibility of a variance request if 407 Lake was above the structure height. She also recommended the city having a thorough process for future applications.

Council Member Hullsiek: Recommended having a process in place for review, possibly having the Planning Commission review all building plans moving forward.

Mayor Wingfield: Stated that she would like to invite Len Pratt (builder of 407 Lake Ave) and Jack Kraemer to inform the council on what happened at 407 Lake Ave.

Council Member Anderson: Informed the council that he would like to see a check list in place for the process of the building permit application.

Mayor Wingfield: Informed the council that the current structure height code 302.045 should be revoked and Birchwood would go back to current language from 2000.

City Attorney Kantrud: Informed the council they needed a separate or special meeting under state law in order to do so.

MOTION WAS MADE BY COUNCIL MEMBER WOOSLTENCROFT SECONDED BY COUNCIL MEMBER ANDERSON TO ESTABLISH A SPECIAL MEETING TO REVOKE CODE LANGUAGE 302.045 AS IT IS CURRENTLY WRITTEN. ALL AYES. MOTION PASSED

G: Second Reading of Ordinance 2015-07-01, Amending Section 607 of City Code

COUNCIL MEMBER WOOLSTENCROFT MADE A MOTION TO APPROVE SECOND READING SECONDED BY COUNCIL MEMBER HULLSIEK. ALL AYES. MOTION PASSED

H: City Administrators Report

City Administrator Anderson: Announced Fall Leaf Collection to begin on Monday, October 5 and run every Monday in October. He informed residents that they are responsible for making the call and the collection company is in charge of billing.

COUNCIL MEMBER ANDERSON MADE A MOTION TO APPROVE FALL LEAF COLLECTION CONTRACT SECONDED BY COUNCIL MEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED

City Administrator Anderson: Informed the council that Birch INC. will be doing snow removal this winter season at the same rate as 2014/15. The city Administrator will negotiate with Birch INC. about a two year contract option.

COUNCIL MEMBER WOOLSTENCROFT MADE A MOTION TO APPROVE SNOW PLOW CONTRACT SECONDED BY COUNCIL MEMBER HULLSIEK. ALL AYES. MOTION PASSED

City Administrator Anderson: Stated that he met with the Planning Commission to discuss structure height code 302.045. Anderson stated that the Planning Commission would like to have a joint meeting to discuss the code language.

Mayor Wingfield: Would like to hold off on this issue until the planning commission prepares a report of their discussions.

I: City Attorney Report

The meeting was closed as permitted by attorney-client privilege (section 13D.05).

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCIL MEMBER HULLSIEK TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 9:30 P.M.

ATTEST:

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Mary Wingfield
Mayor

Mike Anderson
City Administrator-Clerk

CITY OF BIRCHWOOD VILLAGE
SPECIAL CITY COUNCIL MEETING
September 26, 2015

MINUTES

MEMBERS PRESENT: Council members: Bill Hullsiek, Randy LaFoy, Mark Anderson, and Kevin Woolstencroft

MEMBERS ABSENT: Mayor Mary Wingfield

STAFF PRESENT: Mike Anderson, City Administrator

OTHERS PRESENT: Doug Danks, Len Pratt, Al Mitchell

Council Member LaFoy called the regular meeting to order at 5:27 p.m. The Pledge of Allegiance was recited.

AGENDA APPROVAL:

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER ANDERSON TO APROVE THE AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM:
N/A

ANNOUNCEMENTS:
Councilmember LaFoy stated that something in his schedule changed and needed to leave by 5:30 p.m. Council Member LaFoy decided to move this evenings meeting to study the agenda and table talks until the October council meeting.

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER ANDERSON TO TABLE THIS MEETING UNTIL OCTOBER. ALL AYES. MOTION PASSED

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER ANDERSON TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 5:30 P.M.

Mary Wingfield
Mayor

ATTEST:

Chris Mickelson
City Administrator-Clerk

September 14, 2015

Mayor Mary Wingfield
Councilman Randy LaFoy
Councilman Bill Hullsiek
Councilman Kevin Woolstencroft
Councilman Mark Anderson

Dear Mayor Wingfield and City Council Members,

I am writing this letter to object to the City Council's decision to close a portion of the September 8 city council meeting. In my opinion, the decision to do so was in violation of the Open Meeting law (Minnesota Statutes chapter 13D), was not made in accordance with the steps required by the Minnesota Supreme Court to close a meeting, even for a meeting with the city's attorney to discuss threatened litigation, and violated the Council's own Rules of Procedure. (The Rules of Procedure are available on the City's webpage.) While some meetings between a city council and its lawyer are permitted to be closed, Minn. Stat. § 13D.05, subd. 3(b), this is not one of those situations that fits the narrow requirements for closing a city council meeting to talk with the lawyer, and, moreover, specific procedures must be followed before a meeting may be closed, and the Council failed to do that here.

The Open Meeting Law provides that with only a very few exceptions, public bodies, like city councils, are required to hold all their meetings in public. Minn. Stat. § 13D.01 (All meetings of the governing body of a statutory city shall be open to the public.) The city's own Rules of Procedure (Article 2.01) recognize that "No meeting of the city council shall be closed to the public except in conformance with the requirements of the Open Meeting Law." The League of Minnesota Municipalities Handbook, which was just updated in August 2015, is a good source of guidance on how cities should conduct open meetings. The Handbook says, at chapter 7, page 12, "Under the Minnesota open meeting law, all city council meetings and executive sessions must be open to the public with only a few exceptions." (The Handbook is available on the League's webpage.)

Even when meetings may be properly closed by a governing body, certain procedural requirements must be followed. The City Council came up short here. The first procedural step the Council failed to follow is the requirement to provide notice that a meeting might be closed. Minn. Stat. § 13D.04, subd. 5 says that for closed meetings, "The notice requirements of this section apply to closed meetings." At a minimum the Council is required to post notice at least three days before the meeting. Section 13D.04, subd. 2(b). Article 2.10(b) of the City's Rules of Procedure provides the same thing. The League's Handbook says that "The same notice requirements that apply to open meetings also apply to closed meetings." Chapter 7, page 13. In this case, there was no advance notice at all that the Council was going to go into closed session. The Mayor simply announced near the end of the meeting that the Council would now go into closed session to discuss attorney-client privilege matters.

It isn't even clear what the subject of the discussion at the closed meeting was going to be about. Presumably, the subject was the possibility of the Council amending the height restrictions in the building code, but that was never made clear. In fact, amendment of the height restriction was not even on the agenda that was noticed. The Open Meeting law states, "Before closing a meeting, a public body shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed." Minn. Stat. § 13D.02, subd. 3. There was no statement here by the Council what the grounds were for closing the meeting. The city attorney, as a last minute remark, stated the meeting was to discuss perceived or threatened litigation. That was it. The Minnesota Court of Appeals has held that a statement that the governing body was closing a meeting under the attorney-client privilege to discuss "pending litigation," which purportedly is what the Birchwood City Council did here, did not satisfy the requirement of describing the subject to be discussed at the closed meeting." *The Free Press v. County of Blue Earth*, 677 N.W.2d, 471, (Minn. Ct. App. 2004). You can find the *Free Press* case and other cases cited in this letter by going to this webpage and doing a search for the case. http://mn.gov/lawlib/search/

The League says in its Handbook that "The commissioner of the Minnesota Department of Administration has advised that a member of the public body (and not its attorney) must make the statement on the record." The League cited Information Policy Analysis Opinion 14-005, which relies on the *Free Press* case. (These opinions are available on the Department of Administration's webpage.) In its opinion, the Department said, "The Board, not its attorney, has the authority to close a meeting, and it is the Commissioner's opinion that the Board's reliance on its attorney's statements did not meet the strict statutory requirement." Failure by the presiding officer – here the Mayor – to make such a statement on the record is a violation of the Open Meeting Law.

A more egregious failure by the City Council, however, was its failure to properly analyze whether or not it was proper to close the meeting under the limitations established by the Minnesota Supreme Court. It is not enough to simply say that the meeting will be closed to meet with the attorney to discuss threatened litigation. In this case the Council didn't even sufficiently identify what the matter was, or what litigation was threatened, let alone conduct the proper analysis to determine whether on balance the Council needed absolute confidentiality in this case.

The test for determining whether a meeting of a governing body can be closed to discuss threatened litigation was established by the Minnesota Supreme Court in *Prior Lake American v. Mader*, 642 N.W.2d 729 (Minn. 2002). In that case, the Prior Lake city council decided to go into a closed meeting to discuss with its attorney a matter where there was a threat of litigation. The Supreme Court in that case, while recognizing that section 13D.05, subd. 3(b) might be closed to protect the attorney client privilege, overturned the district court and the Court of Appeals, and held that the decision violated the Open Meeting Law. The Court said:

> To determine whether the attorney-client privilege exception to the Open Meeting Law applies, we balance the purposes served by the attorney-client privilege against those served by the Open Meeting

> Law. The exception applies when this balancing dictates the need for absolute confidentiality. In this case, the balancing does not dictate the need for absolute confidentiality and, therefore, we reverse and remand.

The Court recognized that the threat of litigation was not alone sufficient reason to close a meeting.

> Threats of litigation notwithstanding, the public has a right to be informed of all actions and deliberations that affect the public interest. Balancing the policies behind the attorney-client privilege and the Open Meeting Law, it is clear to us that when a public body is deciding a matter within its jurisdiction, the threat that litigation might be a consequence of deciding the matter one way or another does not, by itself, justify closing the meeting.

In this case there was no demonstration by the City Council that absolute confidentiality was justified. The Council did not even identify what the threat was, or who made it. In the *Prior Lake American* case, it was at least clear who made the threat.

In fact, the Birchwood City Council had not even made a final decision regarding the amendment of the height restriction in the building code, if that indeed was the underlying matter that generated a litigation threat, before closing the meeting. In *Prior Lake American*, where the city there had not made a final decision on the underlying matter either, the Supreme Court cautioned that closing a meeting to discuss threatened litigation before a final decision on a matter was made, was "fraught with peril."

There was no discussion here by the Birchwood City Council regarding how a closed meeting would allow the council to discuss litigation strategy. In *Prior Lake American*, the Court said:

> The record here is devoid of information about how, or whether, the private meeting would contribute to litigation strategy. Respondents did not identify, even in general terms, the type of information whose public disclosure would damage the City's position in future litigation with Ryan."

It is readily evident that the Birchwood City Council failed to conduct any balancing that would establish the need for absolute confidentiality in this case.

Upon closure of the closed meeting on Tuesday night, which lasted about 45 minutes, the Mayor said she would defer to the attorney to wrap up what we've done. The city attorney reported that you all talked generally about the city's options with respect to zoning codes and things like that. That hardly sounds like a discussion of litigation strategy; nor does it sound like something that required absolute confidentiality.

The question for the Council is what to do now that it may have violated the Open Meeting Law. Certainly, the Council wants to be more cautious in future deliberations before deciding it is appropriate to close a meeting. The Council may consider asking the Department of

Administration's Information Policy Analysis Division to issue an opinion in this case. It costs $200 to ask for an opinion. While any member of the public could elect to do that, the Council might want to be the one to decide to seek such an opinion, to provide guidance for the Council going forward.

I intend to request under Article 3.03 of the Rules of Procedure (Public Agenda Items) that the clerk place on the agenda for the October meeting a discussion of Open Meeting Law requirements. I think such a discussion would give the councilmembers a better understanding of what the Open Meeting Law requires. I will also request that my letter be included in the agenda packet for the October meeting so the public can be made aware of the concerns I have raised.

I want to bring to your attention one other matter of concern. Apparently, the City Council has decided to ignore the City's Rules of Procedures on the requirements for adopting new ordinances or amendments to existing ordinances and has taken such action in the last year and a half on a number of ordinances. Rather than give notice that a public hearing will be held on any proposal to adopt or amend an ordinance, as required by Article 7.02 of the Rules, the Council has simply held one or two readings of the proposed ordinance language and then adopted the final version. The city attorney has advised the Council that it may "suspend" the applicable Rule requirement and not hold a public hearing. See Minutes of the April 2014 City Council meeting. Notably, the city attorney provided no analysis of the law allowing a city council to simply ignore a city policy that was duly adopted, at least nothing is shown in the Minutes, and the attorney advice, according to the Minutes, was that "that the City could suspend its rules in the case of an emergency."

Following the attorney's advice apparently, the Council did in May 2014, suspend the city policy requiring a public hearing and adopt ordinances without a public hearing and without any determination of an emergency. See May 2014 Minutes. However, later that year, in September 2014, the Council adopted a pot-bellied pig ordinance without a public hearing and without suspending the city policy requiring a hearing. The Council continued this practice several times in 2015 – no hearing, no suspension, no emergency, simply adopting the ordinance. See March 2015 Minutes. In fact, the Council adopted a parking ordinance on September 8 with no public hearing and no motion to suspend the rules or declare an emergency.

Why do you want to do this? It is not good government to take the position that the City's Rules of Procedure can be suspended, i.e., ignored, at any time, for any reason, without any notice, simply by passing a motion to suspend any procedural requirement the Council doesn't want to comply with. The Legislature has recognized that city councils "have power to regulate their own procedures." Minn. Stat. § 412.191, subd. 2. With regard to adopting ordinances, it doesn't take any longer to hold a public hearing the month after an ordinance is introduced than to have two readings of the proposal, yet it just smacks of an attempt to avoid providing the public with an opportunity to be heard if no hearing is held.

It is interesting that in April 2014 the Mayor proposed that Article 7.02 be amended to supposedly eliminate the requirement to hold a public hearing on proposed ordinances. That proposal was defeated by the City Council, on a 2-3 vote, with the Mayor and Councilman Woolstencroft voting to make the change and the other three opposed. That sounds like a majority of the Council would prefer that you follow the rules.

A more serious issue is the fact that with each ordinance proposal in the last couple years, there is no written material in the agenda packets describing the rationale for the ordinance language or explaining how the new language will be administered. There might be a little discussion in the meeting Minutes but generally no documents are included in the agenda packets providing any background about the proposed language. You need look no further than the confusing discussion the Council had about amending section 302.405 on Tuesday night to see that putting more deliberation and thought into your ordinance adoptions would not only make for better decisions, but would help the public and the Council alike.

The Council is also cutting corners in developing Findings of Fact to go along with the adoption of new ordinance language. It is not enough of a finding, for example, to have a one sentence Whereas clause adopting parking restrictions in section 607.800 of the code that says, "Whereas, the City of Birchwood Village seeks to preserve open space." Nor is it enough to have one Whereas clause relating to a change in the height restrictions in the building code that says "Whereas the City of Birchwood Village seeks to promote sound development projects." Those cryptic sentences provide the public with no information regarding the reasons for the ordinance adoptions or any explanation of what is being regulated.

The League recommends that "An ordinance should provide an explanation or findings of fact stating the reasons and authority for adopting the ordinance and describing its purpose. Handbook, chapter 7 at page 40.

I think the Council would be well-advised to improve its work on ordinance development. A public hearing is not difficult to schedule or hold, and it would be helpful for the Council to spend a little more time developing findings that would explain the rationale and meaning of the new ordinances being drafted and adopted.

Finally, I want to emphasize that I have not taken a position on the merits of any of the underlying decisions related to the concerns I have raised. My intent is to urge the Birchwood City Council to operate in a transparent fashion and to provide adequate information to the residents of Birchwood and the general public when it is proposing to act on behalf of all of us.

Sincerely,

Alan Mitchell

Birchwood Dock Association
2016
Boating Season
WBLCD
Application Fee

Lake Tract - Boats	***Dock***	***Add. Boats $50***	***Shore Ramps $10***	***Total***
Ash - 6	$ 50	$ 100	$ -	$ 150
Birch - 8	$ 50	$ 200	$ -	$ 250
Elm - 4	$ 50	$ -	$ -	$ 50
Dellwood - 6	$ 50	$ 100	$ -	$ 150
			WBLCD FEE	***$ 600***

Same as Last Year
Without Kay Beach - City Owned

WBLCD

WHITE BEAR LAKE CONSERVATION DISTRICT

FORM #2: Application for new or renewed multiple user dock, ramp and/or mooring license. Governed by WBICD Ordinance #5&12.

Office Use Only

Application Number: **Other permits obtained Yes NO**

Date Received in Office **Insurance Yes No**

Amount of Fee Received $ _____ **Balance Due** _____ _____

Approval Date **Conditions/Stipulations Yes No**

(Type or print all of the following information in black ink to insure good copies)

1. STATUS New Renewal--Identical to last year – Without City Owned Kay Beach

(NOTE: All next year renewals are due by October 15 to avoid Late Fee.)

2. SITE OWNER INFORMATION:
Name City of Birchwood Village DayPhone
Street Address: 207 Birchwood Ave. Evening Phone
City: Birchwood State MN Zip 55110 _____
Email _____

3. APPLICANT INFORMATION (if different from owner)
Name Birchwood Dock Association Day Phone 651-426-8567
Street Address 700 Hall Ave. Evening Phone _____
City Birchwood State Zip 55110 _____
Email LHanson54@comcast.net

_____

[The above site information describes property which is riparian to White Bear Lake; and applies pursuant to White Bear Lake Conservation District's Ordinance #5 for a new, renewed or revised Multiple Dock, Ramp or Mooring License, in accordance with all data and other information submitted herewith and made a part hereof.]

4. DRAWING INFORMATION The following must accompany all applications, please check boxes for each as you attach them to the application. All must include accurate dock lengths, widths, and mooring positions. If neighboring Authorized Dock Use Areas (ADUAs) have docks or other structures in the lake=accurately show their position on your drawing. Indicate your ADUA with a dashed line. The line may start from where your property lines touch the shoreline and should surround the area you intend to use D Certified survey and legal description (Note: if certified survey is not available, a drawing (to scale) may be acceptable if accurate and detailed.

D Site plan of dockage to overlay survey X Dock construction detail sheet

D Gas storage detail sheet (if applicable)

5. MULTIPLE USER TYPE: (Please check one)

o Outlot Association o Multiple Dwelling o Municipal

o Private Municipal o Commercial *x Private Club*

oOther (please explain) _____ Marina _____

6. SITE USAGE:

A. Intended use of facility: ***Provide boating and swimming access to White Bear Lake for property owners of Birchwood Village. This includes docks and boat slips.*** _____

B. Current use of facility: ***Same*** _____

C. Historical use of facility: ***Same*** _____

7. ABUTTING PROPERTY OWNERS: (all lakeshore within 200 feet either side)

North or West Owner(s):

Name Day Phone

Mailing Address ***Full List Attached*** Evening Phone _____

City State __ Zip _____

Name ~---------- Day Phone

Mailing Address Evening Phone _____

City State __ Zip _____

South or East Owner(s):

Name ~~---------- Day Phone

Mailing Address Evening Phone

City State __ Zip _____

Name _____ Day Phone _____

Mailing Address Evening Phone _____

City State __ Zip _____

Any other affected parties

Name _____ Day Phone _____

Mailing Address Evening Phone

City State __ Zip _____

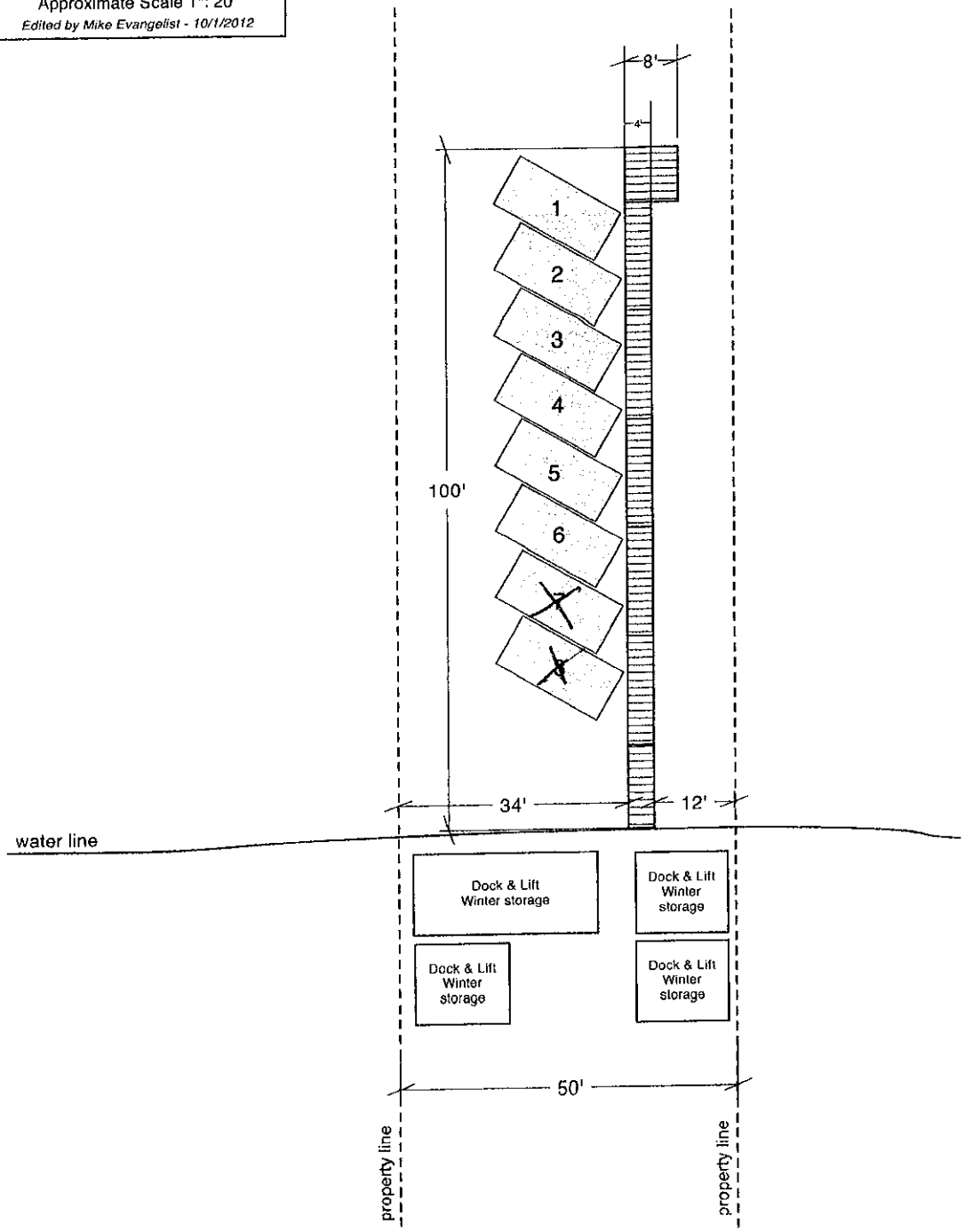
Birchwood Lake Tract Neighbors

	First Name	Last Name	Address	City		Zip	Public Lake Tract	
1	James & Patsy	Ramberg	131 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	West
2	Ross & Evanna	Judkins	135 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	West
3	John	Kruse	139 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	West
4	Tom	Delmont	143 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	West
5	Suzanne	Walfoort	145 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	East
6	Joseph	Allaben	153 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	East
7	Roger & Mary	Kurtz	159 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	East
8	David	Malger	161 Wildwood Ave.	Birchwood	MN	55110	Ash - Neighbor	East
1	Steven & Nancy	Ferry	191 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	West
2	Nancy	Calderon	195 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	West
3	Keri	Pakonen	199 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	West
4	Thomas & Susan	Schway	201 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	East
5	Ted & Joanne	Thornquist	205 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	East
6	Richard	Galena	217 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	East
7	David Vail & Ann	Butler Vail	221 Wildwood Ave.	Birchwood	MN	55110	Birch - Neighbor	East
1	Kenneth	Broen	243 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor	West
2	Trude	Harmon	780 Como Ave.	St. Paul	MN	55103	Elm - Neighbor	West
3	Craig & Peggy	Witthaus	259 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor	West
4	Brian	Kraft	267 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor	West
5	Ellen Maas & Len	Pratt	301 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor	East
6	David	Pratt	309 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor	East
7	Ralph & Patricia	Liebsch	315 Wildwood Ave.	St. Paul	MN	55101	Elm - Neighbor	East
8	Paul	Edwards	321 Wildwood Ave.	Birchwood	MN	55110	Elm - Neighbor	East
1	Terry & Jessica	Granec	363 Lakewood Lane	Birchwood	MN	55110	Dellwood -Neighbor	West
2	Chris & Natalie	Olson	365 Lakewood Lane	Birchwood	MN	55110	Dellwood -Neighbor	West
3	Anthony & Christina	Demars	407 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor	West
4	Jerry Carlson & Jackie	Jarosz	409 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor	East
5	Don & Kathleen	Madore	413 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor	East
6	Coyleen	Davidson	425 Lake Ave.	Birchwood	MN	55110	Dellwood -Neighbor	East

Ash Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 10/1/2012



8. OTHER PERMITS: All required permits, licenses and approvals have been obtained
from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock, ramp or mooring is located, other:

X Yes Please list: ***City of Birchwood Village***

ONo Please explain: _

9. MAXIMUM NUMBER OF WATERCRAFT:
Ash Beach – Birchwood Village will allow 8 Maximum- Applying for 6

By Location		By Use	
At slips		For rent, lease, etc.	
At slides		For service work	
At lifts	*6*	For company use	
At moorings		For private use	*6*
At tie-ons		For transient use	
At off-lake storage			
Other (describe)		Other (describe)	
TOTAL	*6*	TOTAL	*6*

10. SITE INFORMATION:
Site lake frontage = ***50 Feet***
Water depth 100 feet from shore
Varies due to lake elevation
200 feet from shore =
300 feet from shore =
Water depth above measured on (date)
Ramsey County Lake elevation ____ (date)
(to be filled in by WBLCD)

11. SERVICES PROVIDED: (Check all that apply) *NA*

oBoat Storage
oBoat Sales
O Restaurant
O Boat Rentals
O Boat Service
O Launching Ramp

Other (Explain) _____

O

Times open to the public: _____

APPLICATION:
Date Fall 2015 ____ _

MULTIPLE USER DOCK, RAMP *AND/ORMOORING* LICENSE
Applicant'-- ***Birchwood Dock Association*** _____ _

12. DOCK INFORMATION:
Ash Beach

A. Total dock length (into the lake) ***100*** ft.
B. Length from water's edge (including T's and L's) __***100***__ ft.
C. Width of Dock __***4***__ ft.
D. Projections from dock:
   1. Number of projections ***1***
   2. Length and width of T's, L's or fingers ***4'***
   3. Other projection(s)

13. ADJOINING PROPERTY OWNERS' INFORMATION:
A. Distance from (including ends of T's and L's) immediate property lines ____ ft.
North / West ***34Ft.*** ____ ft.
South / East ***8 Ft.***
B. Distance from (including ends of T's and L's) adjoining docks. ____ ft.
North / West ____ ft.
South / East ____ ft.
C. Lake frontage size" of adjoining property owners ____ ft.
North / West
South / East '

14. INSURANCE:
X Yes No We have Public liability insurance. Amount $ ***2,000,000*** _____
Expires (date)_____ Company ***Ekblad, Pardee& Bewall, Inc.*** ____

15. PARKING:
Total parking spaces: ***None*** _____ Parking not required (explain)_

16. SANITARY FACILITIES:
Facilities are provided Yes ***X*** No Number of units: _____ _

17. PUMPING SERVICE:
Boat toilet pumping service is provided ☐ Yes ☐ No

18. FEES: (See attached License Fee Schedule)

Application Fee: $50.00	$ **50**
Fee for each approved slip over four: $50.00	$ **100**
Late Fee: $50.00 (Renewals sent after 12/31107)	$
Watercraft storage racks: $5.00 for each craft stored	$
License deposit (if applicable)	$

Ash Beach TOTAL FEE ENCLOSED $ *150*

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional $50.00 per slip or mooring and an additional $10.00 per ramp/skid is due as follows:
112 of total fee amount in April
DUE IN APRIL $

and final 112 (or adjusted balance) in August of this license year.
DUE END OF AUGUST $

I certify that the information provided herein and the attachments hereto are true and correct statements. I understand that any License issued may be revoked by the District for violation of any WBLCD Code. I agree to reimburse the District for any legal, surveying, engineering, inspection, maintenance or other expenses incurred by the district. 1, also, understand that the District may require a deposit to cover these expenses. I consent to permitting officers and agents of the District to enter the premises at all reasonable times to investigate and to determine whether or not there is compliance with the codes of the District.

Authorized Signature: *Mike Evangelist* Date *Fall 2015*

Print name and title: *Mike Evangelist – President Birchwood Dock Assoc.*

Phone: *651-605-5873*

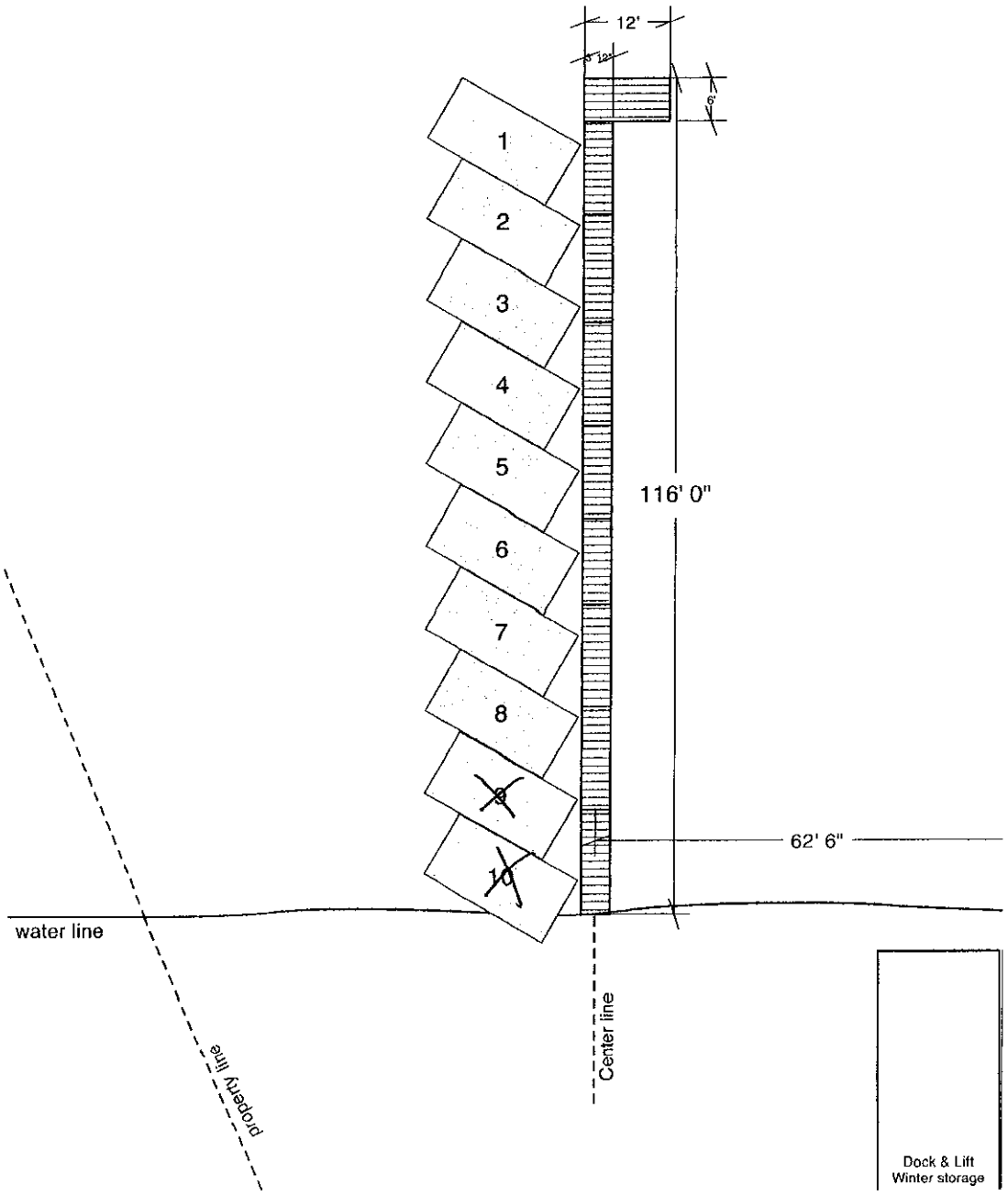
Relationship to riparian owner *Citizen of Birchwood Village*

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website http://www.wblcd.org
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
White Bear Lake, MN 55110
(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall.)

Birch Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 8/25/2012



8. OTHER PERMITS: All required permits, licenses and approvals have been obtained
from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock, ramp or mooring is located, other:

X Yes Please list: ***City of Birchwood Village***

ONo Please explain: _

9. MAXIMUM NUMBER OF WATERCRAFT:
Birch Beach – Birchwood Village will allow 10 Maximum- Applying for 8

By Location		By Use	
At slips		For rent, lease, etc.	
At slides		For service work	
At lifts	*8*	For company use	
At moorings		For private use	*8*
At tie-ons		For transient use	
At off-lake storage			
Other (describe)		Other (describe)	
TOTAL	*8*	TOTAL	*8*

10. SITE INFORMATION:
Site lake frontage = ***125 Feet***
Water depth 100 feet from shore
Varies due to lake elevation
200 feet from shore =
300 feet from shore =
Water depth above measured on (date)
Ramsey County Lake elevation ____ (date)
(to be filled in by WBLCD)

11. SERVICES PROVIDED: (Check all that apply) *NA*

oBoat Storage O Boat Rentals

Other (Explain) _____

oBoat Sales O Boat Service

O Restaurant O Launching Ramp

O

Times open to the public: _____

MULTIPLE USER DOCK, RAMP *AND/ORMOORING* LICENSE
Applicant'-- *Birchwood Dock Association* _____

APPLICATION:
Date Fall 2015 ____ _

12. DOCK INFORMATION:
Birch Beach

E. Total dock length (into the lake) ***116*** ____ ft.
F. Length from water's edge (including T's and L's) ***116*** ft.
G. Width of Dock ***4*** ft.
H. Projections from dock:
4. Number of projections ***1***
5. Length and width of T's, L's or fingers ***8'***
6. Other projection(s)

13. ADJOINING PROPERTY OWNERS' INFORMATION:
A. Distance from (including ends of T's and L's) immediate property lines
North / West ***60 Ft.*** ---- ft.
South / East ***60 Ft.*** ---- ft.
B. Distance from (including ends of T's and L's) adjoining docks.
North / West ____ ft.
South / East ____ ft.

C. Lake frontage size" of adjoining property owners
North / West ____ ft.
South / East ' ____ ft.

14. INSURANCE:
X Yes No We have Public liability insurance. Amount $ ***2,000,000*** _____ _
Expires (date)_____ Company ***Ekblad, Pardee& Bewall, Inc.*** _____

16. PARKING:
Total parking spaces: ***None*** _____ _ Parking not required (explain)_

17. SANITARY FACILITIES:
Facilities are provided Yes *X* No Number of units: _____ _

17. PUMPING SERVICE:
Boat toilet pumping service is provided ☐ Yes ☐ No

18. FEES: (See attached License Fee Schedule)

Application Fee: $50.00	$	**50**
Fee for each approved slip over four: $50.00	$	**200**
Late Fee: $50.00 (Renewals sent after 12/31107)	$	
Watercraft storage racks: $5.00 for each craft stored	$	
License deposit (if applicable)	$	

Birch Beach TOTAL FEE ENCLOSED $ *250*

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional $50.00 per slip or mooring and an additional $10.00 per ramp/skid is due as follows:
112 of total fee amount in April

DUE IN APRIL $

and final 112 (or adjusted balance) in August of this license year.

DUE END OF AUGUST $

I certify that the information provided herein and the attachments hereto are true and correct statements. I understand that any License issued may be revoked by the District for violation of any WBLCD Code. I agree to reimburse the District for any legal, surveying, engineering, inspection, maintenance or other expenses incurred by the district. 1, also, understand that the District may require a deposit to cover these expenses. I consent to permitting officers and agents of the District to enter the premises at all reasonable times to investigate and to determine whether or not there is compliance with the codes of the District.

Authorized Signature: *Mike Evangelist* Date *Fall 2014*

Print name and title: *Mike Evangelist – President Birchwood Dock Assoc.*

Phone: *651-605-5873*

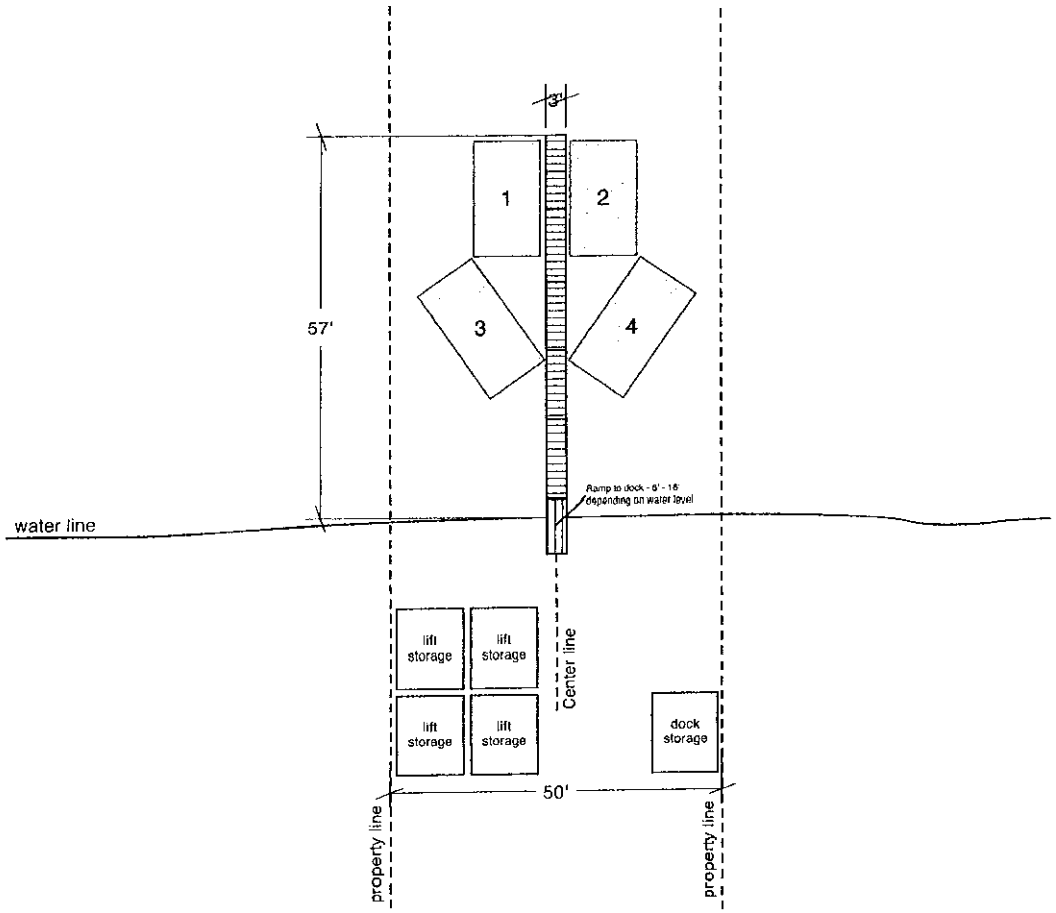
Relationship to riparian owner *Citizen of Birchwood Village*

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website http://www.wblcd.org
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
White Bear Lake, MN 55110
(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall.)

Elm Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 10/1/2012



MULTIPLE USER DOCK. RAMP AND/OR MOORING LICENSE
Applicant, *Birchwood Dock Association* _____

8. OTHER PERMITS: All required permits, licenses and approvals have been obtained
from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock. ramp or mooring is located. other:

X Yes Please list: ***City of Birchwood Village***

ONo Please explain: _

9. MAXIMUM NUMBER OF WATERCRAFT:
Elm Beach – Birchwood Village will allow 6 Maximum- Applying for 4

By Location		By Use	
At slips		For rent, lease, etc.	
At slides		For service work	
At lifts	*4*	For company use	
At moorings		For private use	*4*
At tie-ons		For transient use	
At off-lake storage			
Other (describe)		Other (describe)	
TOTAL	*4*	TOTAL	*4*

10. SITE INFORMATION:
Site lake frontage = ***50 Feet***
Water depth 100 feet from shore
Varies due to lake elevation
200 feet from shore =
300 feet from shore =
Water depth above measured on (date)
Ramsey County Lake elevation ____ (date)
(to be filled in by WBLCD)

11. SERVICES PROVIDED: (Check all that apply) *NA*

oBoat Storage O Boat Rentals

Other (Explain) _____

oBoat Sales O Boat Service

O Restaurant O Launching Ramp

O

Times open to the public: _____

MULTIPLE USER DOCK, RAMP *AND/ORMOORING* LICENSE
Applicant'-- *Birchwood Dock Association* _____ _

APPLICATION:
Date Fall 2015 ____ _

12. DOCK INFORMATION:
Elm Beach

I. Total dock length (into the lake)	***57*** ____ ft.
J. Length from water's edge (including T's and L's)	__***57***
K. Width of Dock	_***4***_ ft.
L. Projections from dock:	____ ft.
7. Number of projections	
8. Length and width of T's, L's or fingers	
9. Other projection(s)	

13. ADJOINING PROPERTY OWNERS' INFORMATION:

A. Distance from (including ends of T's and L's) immediate property lines

North / West ***23 Ft.*** ---- ft.

South / East ***23 Ft.*** ---- ft.

B. Distance from (including ends of T's and L's) adjoining docks.

North / West ____ ft.

South / East ____ ft.

C. Lake frontage size" of adjoining property owners

North / West ____ ft.

South / East ' ____ ft.

14. INSURANCE:

X Yes No We have Public liability insurance. Amount $ ***2,000,000*** _____ _
Expires (date)_____ Company ***Ekblad, Pardee& Bewall, Inc.*** _____

17. PARKING:
Total parking spaces: ***None*** _____ _ Parking not required (explain)_

18. SANITARY FACILITIES:
Facilities are provided Yes *X* No Number of units: _____ _

17. PUMPING SERVICE:
Boat toilet pumping service is provided ☐ Yes ☐ No

18. FEES: (See attached License Fee Schedule)

Application Fee: $50.00	$ **50**
Fee for each approved slip over four: $50.00	$
Late Fee: $50.00 (Renewals sent after 12/31107)	$
Watercraft storage racks: $5.00 for each craft stored	$
License deposit (if applicable)	$

Elm Beach TOTAL FEE ENCLOSED $ *50*

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional $50.00 per slip or mooring and an additional $10.00 per ramp/skid is due as follows:
1/2 of total fee amount in April

DUE IN APRIL $

and final 1/2 (or adjusted balance) in August of this license year.

DUE END OF AUGUST $

I certify that the information provided herein and the attachments hereto are true and correct statements. I understand that any License issued may be revoked by the District for violation of any WBLCD Code. I agree to reimburse the District for any legal, surveying, engineering, inspection, maintenance or other expenses incurred by the district. I, also, understand that the District may require a deposit to cover these expenses. I consent to permitting officers and agents of the District to enter the premises at all reasonable times to investigate and to determine whether or not there is compliance with the codes of the District.

Authorized Signature: *Mike Evangelist* Date *Fall 2015*

Print name and title: *Mike Evangelist – President Birchwood Dock Assoc.*

Phone: *651-605-5873*

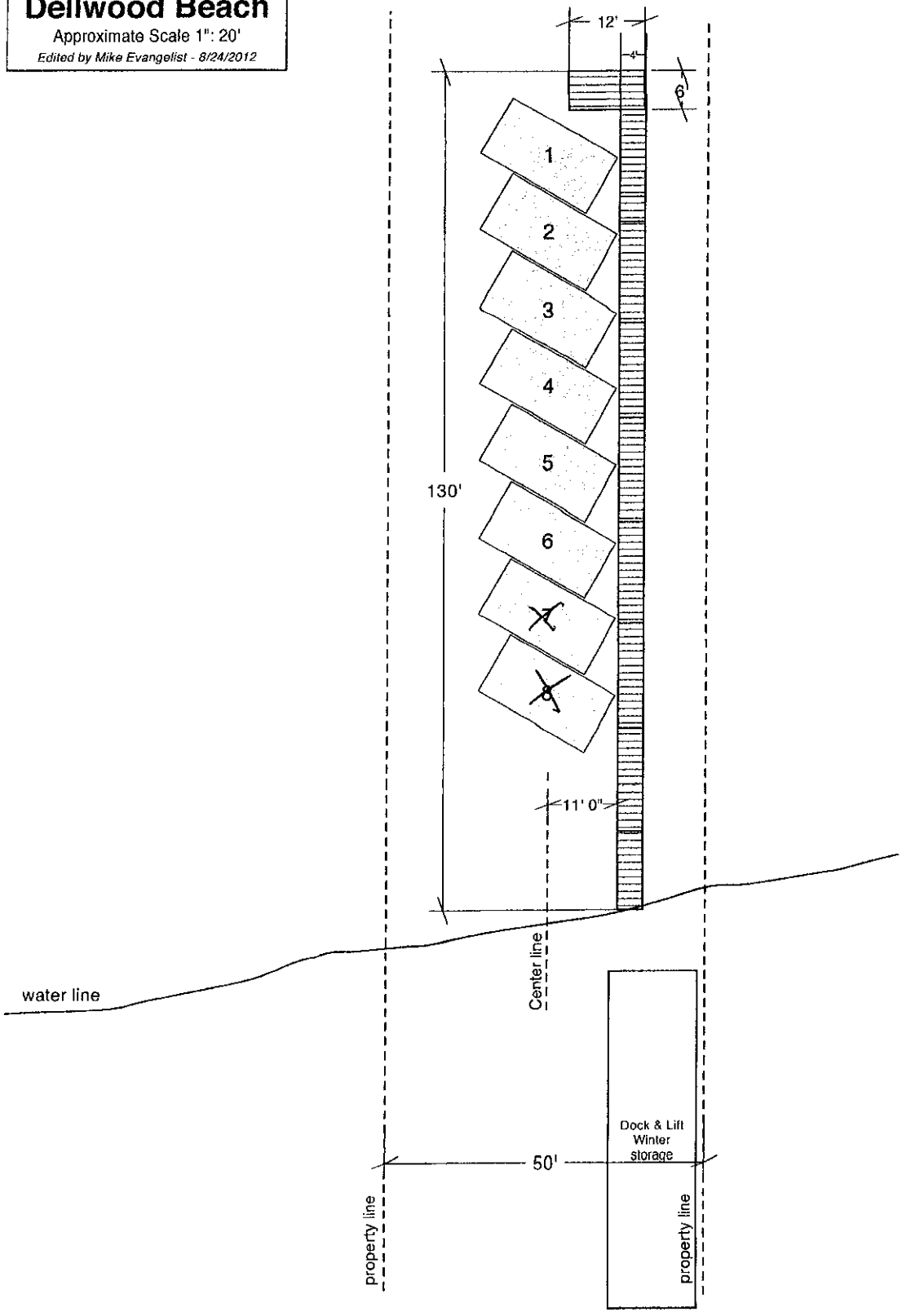
Relationship to riparian owner *Citizen of Birchwood Village*

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website http://www.wblcd.org
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
White Bear Lake, MN 55110
(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall.)

Dellwood Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 8/24/2012



8. OTHER PERMITS: All required permits, licenses and approvals have been obtained
from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock. ramp or mooring is located. other:

X Yes Please list: ***City of Birchwood Village***

ONo Please explain: _

9. MAXIMUM NUMBER OF WATERCRAFT:
Dellwood Beach – Birchwood Village will allow 8 Maximum- Applying for 6

By Location		By Use	
At slips		For rent, lease, etc.	
At slides		For service work	
At lifts	*6*	For company use	
At moorings		For private use	*6*
At tie-ons		For transient use	
At off-lake storage			
Other (describe)		Other (describe)	
TOTAL	*6*	TOTAL	*6*

10. SITE INFORMATION:
Site lake frontage = ***50 Feet***
Water depth 100 feet from shore
Varies due to lake elevation
200 feet from shore =
300 feet from shore =
Water depth above measured on (date)
Ramsey County Lake elevation ____ (date)
(to be filled in by WBLCD)

11. SERVICES PROVIDED: (Check all that apply) *NA*
Other (Explain) _____

oBoat Storage
oBoat Sales
O Restaurant
O Boat Rentals
O Boat Service
O Launching Ramp

Times open to the public: _____

MULTIPLE USER DOCK, RAMP *AND/ORMOORING* LICENSE
Applicant'-- *Birchwood Dock Association* _____ _

APPLICATION:
Date Fall 2015 ____ _

12. DOCK INFORMATION:
Dellwood Beach

M. Total dock length (into the lake) ***130*** ____ ft.
N. Length from water's edge (including T's and L's) __***130***__ ft.
O. Width of Dock __***4***__ ft.
P. Projections from dock:
10. Number of projections ***2***
11. Length and width of T's, L's or fingers ***8'***
12. Other projection(s)

13. ADJOINING PROPERTY OWNERS' INFORMATION:
A. Distance from (including ends of T's and L's) immediate property lines
North / West ***28 Ft.*** ____ ft.
South / East ***10 Ft.*** ____ ft.
B. Distance from (including ends of T's and L's) adjoining docks.
North / West Varies upon placement ____ ft.
South / East Varies upon placement ____ ft.
C. Lake frontage size" of adjoining property owners ____ ft.
North / West + or – 60 Ft.
South / East ' + or – 90 Ft.

14. INSURANCE:
X Yes No We have Public liability insurance. Amount $ ***2,000,000*** _____ _
Expires (date)_____ Company ***Ekblad, Pardee& Bewall, Inc.*** _____

18. PARKING:
Total parking spaces: ***None*** _____ _ Parking not required (explain)_

19. SANITARY FACILITIES:
Facilities are provided Yes *X* No Number of units: _____ _

17. PUMPING SERVICE:
Boat toilet pumping service is provided ☐ Yes ☐ No

18. FEES: (See attached License Fee Schedule)

Application Fee: $50.00	$ **50**
Fee for each approved slip over four: $50.00	$ **100**
Late Fee: $50.00 (Renewals sent after 12/31107)	$
Watercraft storage racks: $5.00 for each craft stored	$
License deposit (if applicable)	$

Dellwood Beach TOTAL FEE ENCLOSED $ *150*

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional $50.00 per slip or mooring and an additional $10.00 per ramp/skid is due as follows:
1/2 of total fee amount in April
DUE IN APRIL $

and final 1/2 (or adjusted balance) in August of this license year.
DUE END OF AUGUST $

I certify that the information provided herein and the attachments hereto are true and correct statements. I understand that any License issued may be revoked by the District for violation of any WBLCD Code. I agree to reimburse the District for any legal, surveying, engineering, inspection, maintenance or other expenses incurred by the district. 1, also, understand that the District may require a deposit to cover these expenses. I consent to permitting officers and agents of the District to enter the premises at all reasonable times to investigate and to determine whether or not there is compliance with the codes of the District.

Authorized Signature: *Mike Evangelist* Date *Fall 2015*

Print name and title: *Mike Evangelist – President Birchwood Dock Assoc.*

Phone: *651-605-5873*

Relationship to riparian owner *Citizen of Birchwood Village*

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website http://www.wblcd.org
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
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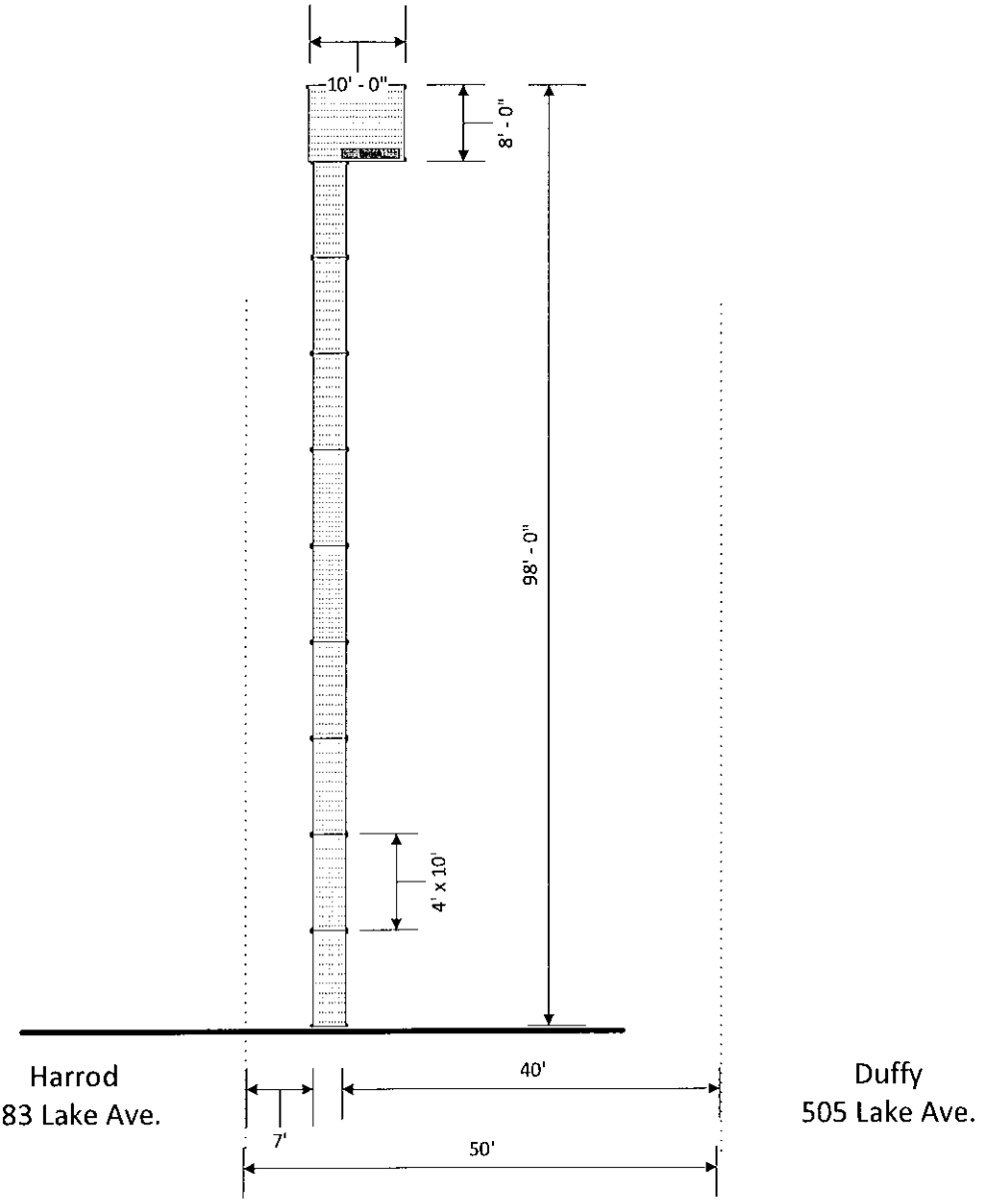
(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall.)



SCALE: 1/4" = 5' 0"

Kay Beach - 2016

APPROVAL FORM FOR ASSOCIATION DOCK PLANS
CITY OF BIRCHWOOD VILLAGE
(TO BE SUBMITTED TO CITY CLERK PRIOR TO OCTOBER 25, 2010)

Date *9-21-2015*

Beach Association Name *Birchwood Dock Association*

Beach Association Contact Person *Mike Evangelist*

Phone # *651-605-5873*

Beach Association Officers:

President – *Mike Evangelist* Phone # *651-605-5873*

Vice President – *Randy Felt* Phone # *651-274-3880*

Secretary – *Mary Sue Simmons* Phone # *651-429-6259*

Treasurer – *Lynn Hanson* Phone # *651-426-8567*

Member At Large-- *Debra Harrod* Phone # *612-246-4612*

Amount of Association Dues: *$35*

Include the following when submitted form:

1. Drawing to scale of dock configuration, boat slip placement, length of boats, and property lines of easement.
2. A current membership list including identification of officers.
3. Current bylaws/changes of association.
   (NOTE: ONLY NEEDED IF CHANGES HAVE BEEN MADE.)
4. Treasurer's report from the current year.
5. Minutes from the last annual meeting.
6. Placement plan if lifts are stored on easement in the winter.

Beach club members with boats or lifts at any of the easements are reminded that a certificate of liability insurance is required to be turned into City Hall by May 1st of every year.

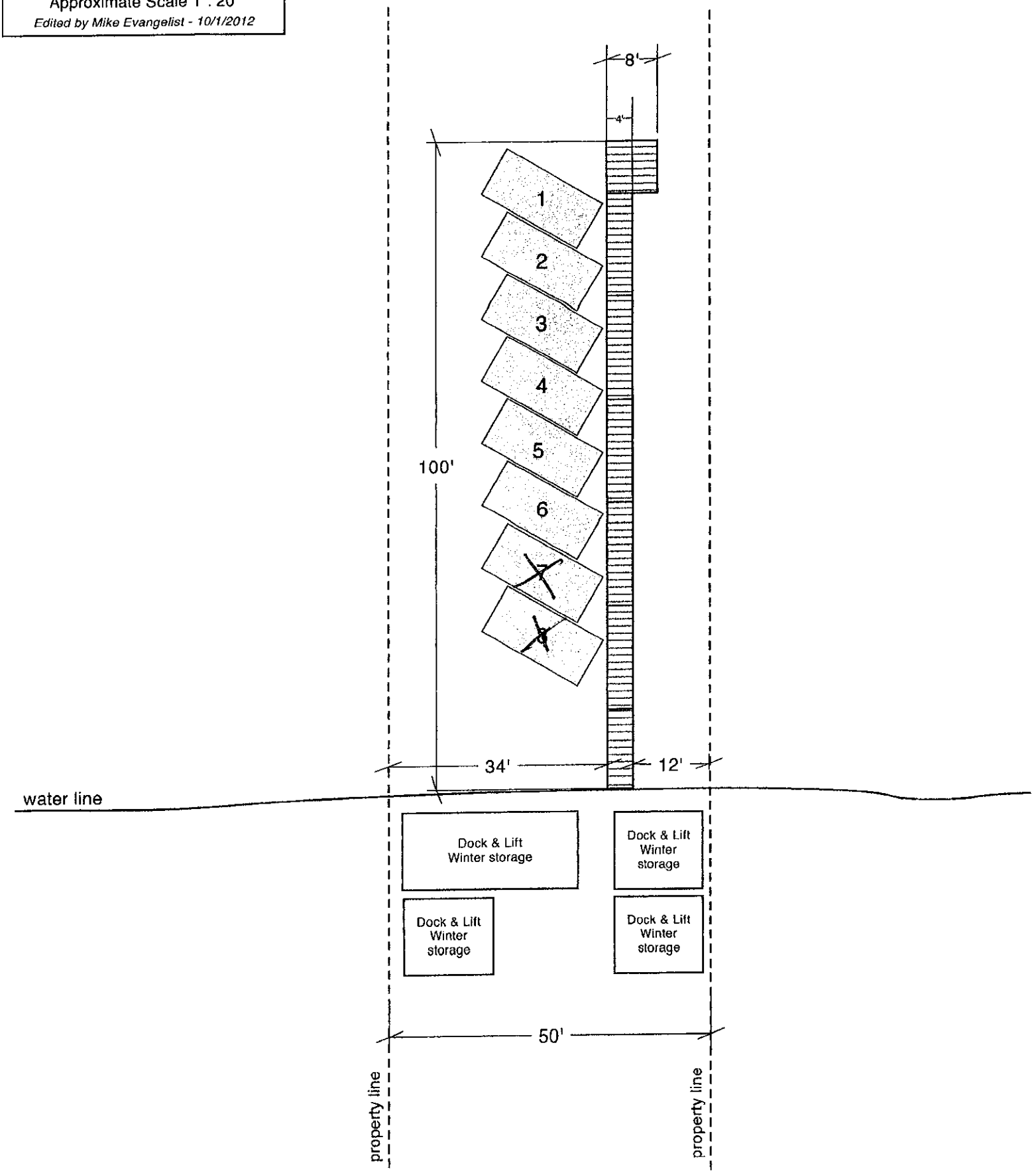
IS THERE A CHANGE FROM PREVIOUS YEAR? X YES NO

No Kay Beach

Ash Beach

Approximate Scale 1": 20'

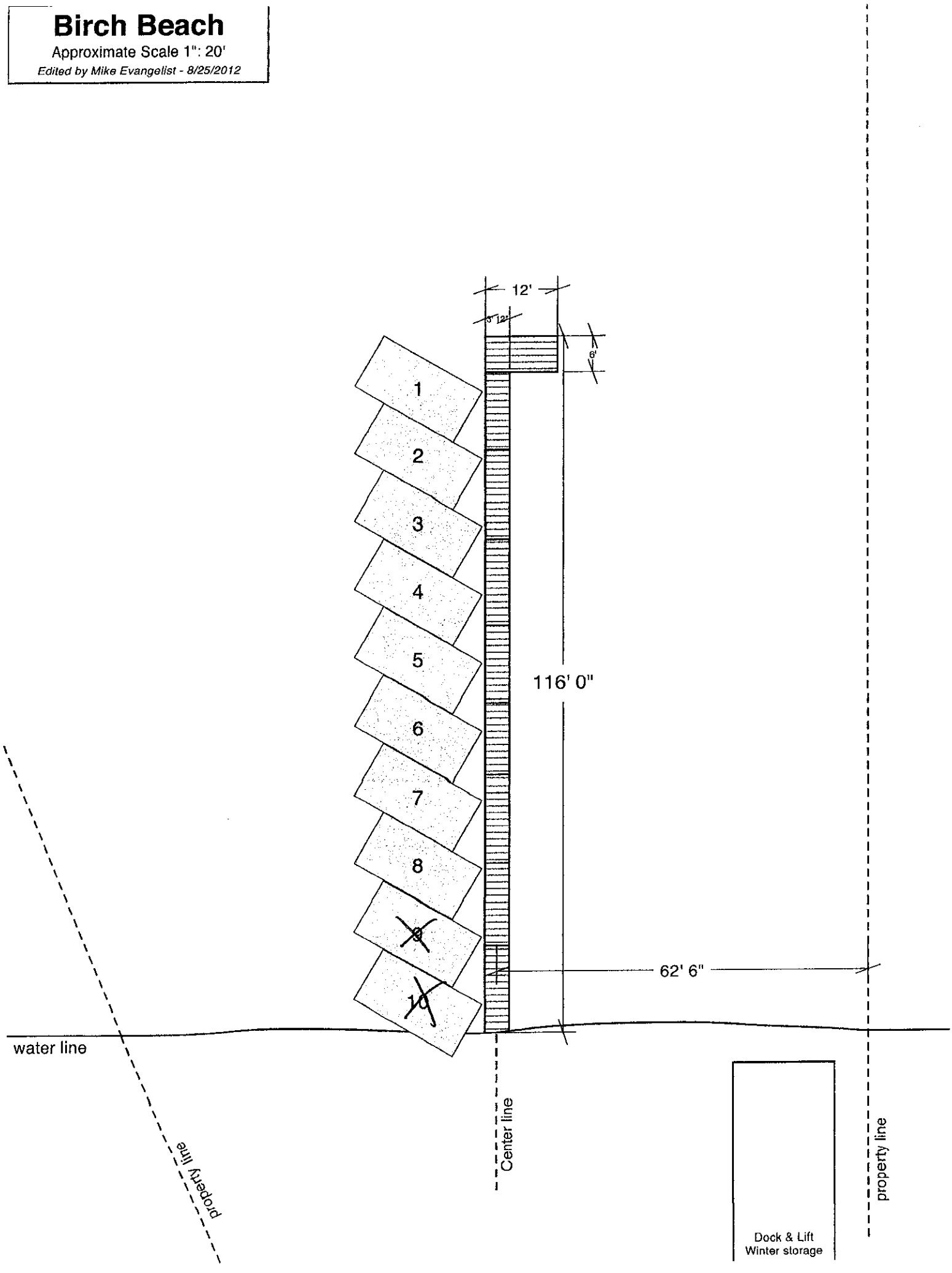
Edited by Mike Evangelist - 10/1/2012



Birch Beach

Approximate Scale 1": 20'

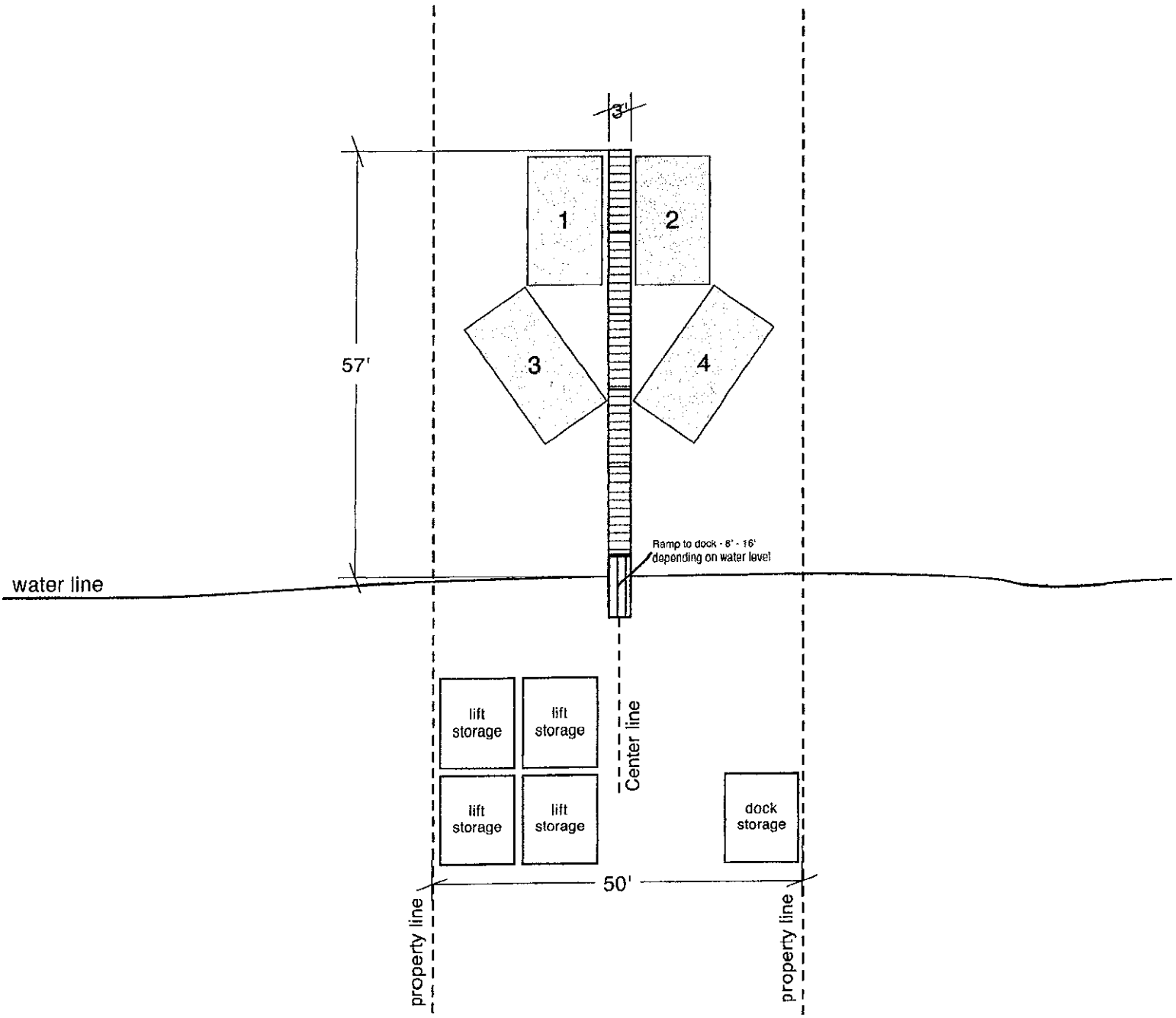
Edited by Mike Evangelist - 8/25/2012



Elm Beach

Approximate Scale 1": 20'

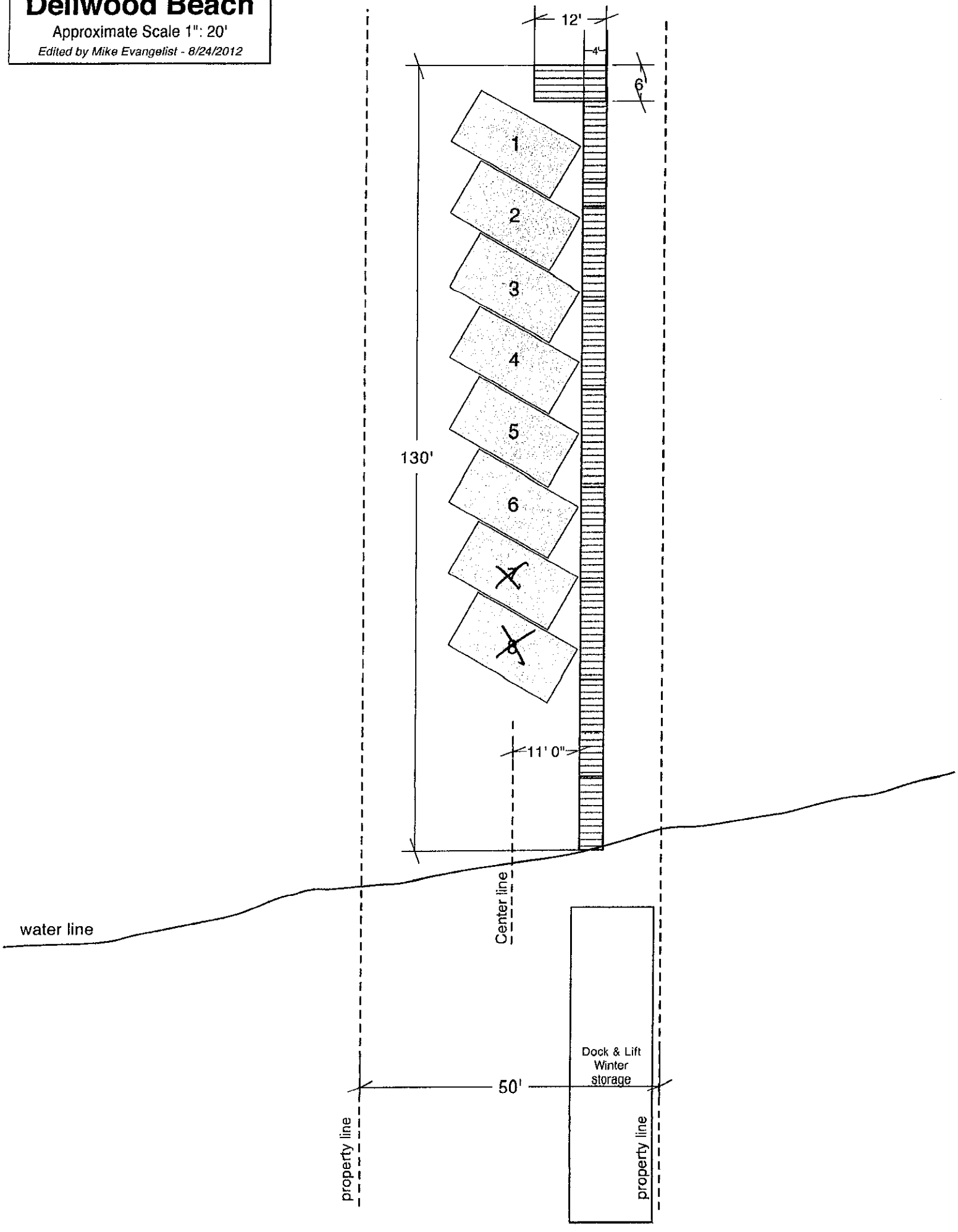
Edited by Mike Evangelist - 10/1/2012



Dellwood Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 8/24/2012



Birchwood Dock Association Officers - 2016

President
Mike Evangelist
364 Wildwood Ave. 651-605-5873 mike.evangelist@me.com

Vice President
Randy Felt
286 Jay Street 651-274-3880 rfelt@comcast.net

Treasurer
Lynn Hanson
700 Hall Ave. 651-426-8567 lhanson54@comcast.net

Secretary
Mary Sue Simmons
418 Birchwood Cts. 651-429-6259 simmo001@umn.edu

Member at Large
Debbie Harrod
483 Lake Ave. 612-246-4612 debbieharrod@hotmail.com

Complaint Managers
Mike Evangelist 651-605-5873 mike.evangelist@me.com
Randy Felt 651-274-3880 rfelt@comcast.net

	Birchwood Dock	Association	2015 Membership			
	First Name	Last Name	Address	City	State	Zip
1	John & Martha	Arlandson	19 Oakridge Dr.	Birchwood	MN	55110
2	Bob & Joyce	Belknap	700 Birchwood Ave.	Birchwood	MN	55110
3	Jim & Judy	Berg	889 Barbara Court	Mendota Heights	MN	55118
4	John	Berg	429 Wildwood Ave.	Birchwood	MN	55110
5	Barb	Brenny	364 Hall Ave.	Birchwood	MN	55110
6	Robert	Brydges	1 Oakhill Ct.	Birchwood	MN	55110
7	Chris & Angie	Churchill	140 Birchwood Ave	Birchwood	MN	55110
8	Houston	Clinch	164 Wildwood Ave.	Birchwood	MN	55110
9	Daniel	Colestock	265 Cedar St.	Birchwood	MN	55110
10	Robert & Mary	Cummins	296 Jay St.	Birchwood	MN	55110
11	Tony Cristina	DeMars	407 Lake Ave.	Birchwood	MN	55110
12	Kim	Dreyling	306 Wildwood Ave.	Birchwood	MN	55110
13	Mike & Sandee	Ebbott	160 Birchwood Ave	Birchwood	MN	55110
14	John	Elias	9 Oakhill Ct.	Birchwood	MN	55110
15	Mike	Evangelist	364 Wildwood Ave.	Birchwood	MN	55110
16	Randy & Jackie	Felt	286 Jay St.	Birchwood	MN	55110
17	Stephen & Nancy	Ferry	191 Wildwood Ave.	Birchwood	MN	55110
18	Mark & Jill	Greseth	214 Wildwood Ave.	Birchwood	MN	55110
19	Lynn & Dyanne	Hanson	700 Hall Ave.	Birchwood	MN	55110
20	Mary	Hauser	616 Hall Ave.	Birchwood	MN	55110
21	David & Stephanie	Heiden	242 Wildwood Ave.	Birchwood	MN	55110
22	Greg	Hubbard	6 Oak Hill Ct.	Birchwood	MN	55110
23	Bill & Mary	Hullsiek	290 Jay St.	Birchwood	MN	55110
24	Jerry Carlson & Jackie	Jarosz	409 Lake Ave.	Birchwood	MN	55110
25	Tyler & Gretchen	Johnson	10 White Pine Ln	Birchwood	MN	55110
26	Dana & Lori	Klimp	414 Birchwood Ct	Birchwood	MN	55110
27	Bob & Linda	Kordowsky	158 Wildwood Ave.	Birchwood	MN	55110
28	John & Patti	Lauer	138 Wildwood Ave.	Birchwood	MN	55110
29	Harmony	Lewis	236 Cedar St.	Birchwood	MN	55110
30	Karen Hagen & Brian	Lind	401 Wildwood Ave.	Birchwood	MN	55110
31	Layne	Lodmell	12 Oakridge Dr.	Birchwood	MN	55110
32	John	Lund	608 Wildwood Ave	Birchwood	MN	55110
33	Kelly	Lund	612 Wildwood Av.	Birchwood	MN	55110
34	Ron	Malles	420 Wildwood Ave.	Birchwood	MN	55110
35	Laura	Manske	706 Birchwood Ave	Birchwood	MN	55110
36	John	McCormick	110 Birchwood Ave	Birchwood	MN	55110
37	Andrea & Daniel	McCoy	21 Oakridge	Birchwood	MN	55110
38	Sandy	McTavish	429 Birchwood Cts.	Birchwood	MN	55110
39	Joseph & Yoshiko	Miller	709 Hall Ave.	Birchwood	MN	55110
40	Alan	Mitchell	23 Oakridge Dr.	Birchwood	MN	55110
41	Charles & Linda	Moore	421 Birchwood Court	Birchwood	MN	55110
42	Troy & Naomi	Morehead	505 Wildwood Ave	Birchwood	MN	55110
43	Karen Holmen & Nino	Nardecchia	706 Hall Ave.	Birchwood	MN	55110
44	Pat & Jennifer N	Nelson	235 Cedar St.	Birchwood	MN	55110
45	Tom & Carly	Nelson	4 Five Oaks Ln	Birchwood	MN	55110
46	Gary & Judith	Oakins	291 Jay St.	Birchwood	MN	55110
47	Jeff & Karen	Olson	26 Oakridge Dr.	Birchwood	MN	55110
48	Jordon	Oyloe	533 Wildwood Ave	Birchwood	MN	55110
49	Curt & Susan	Peterson	525 Wildwood Ave.	Birchwood	MN	55110
50	Devon & Arika	Quick	176 Wildwood	Birchwood	MN	55110
51	Urho & Pam	Rahkola	545 Wildwood Ave.	Birchwood	MN	55110
52	Chris & Mary	Rollinger	305 Jay St.	Birchwood	MN	55110
53	Gene & Shirley	Ruehle	262 Wildwood Ave.	Birchwood	MN	55110
54	Maureen	Seibert	425 Birchwood Court	Birchwood	MN	55110
55	Mary Sue	Simmons	418 Birchwood Ct.	Birchwood	MN	55110
56	Chris	Sorenson	5 Oakridge Dr.	Birchwood	MN	55110
57	Andrew	Sorenson	411 Bichwood Ave.	Birchwood	MN	55110
58	Robert "Dean"	Stanton	538 Hall Ave.	Birchwood	MN	55110
59	Paul	Steinhauser	600 Birchwood Ave.	Birchwood	MN	55110
60	Ron & Mary	Sternal	6 Hall Court	Birchwood	MN	55110
61	David & Kelly	Strobel	401 Birchwood Ave.	Birchwood	MN	55110
62	Philip	Sutherland	106 Wildwood	Birchwood	MN	55110
63	Jennifer & Jason	Tell	697 Hall Ave.	Birchwood	MN	55110
64	Ted & Joanne	Thornquist	205 Wildwood Ave.	Birchwood	MN	55110
65	Linda	Treeful	PO Box 10830	White Bear Lake	MN	55110
66	David & Patricia	Trepanier	439 Birchwood Court	Birchwood	MN	55110
67	John	Velin	146 Wildwood Ave.	Birchwood	MN	55110
68	Amy	Vreeland	360 Wildwood Ave.	Birchwood	MN	55110
69	Daniel & Sarah	Webber	4 Oak Ridge Dr.	Birchwood	MN	55110
70	Dan & Melissa	Werra	369 Wildwood Ave	Birchwood	MN	55110
71	Jennifer Ryan	Will	9 Oakridge Dr.	Birchwood	MN	55110
72	Philip & Karen	Winter	1 Five Oaks Lane	Birchwood	MN	55110
73	Chad & Deborah	Woolhouse	430 Wildwood Ave.	Birchwood	MN	55110

Fall 2015 Treasure's Report

21-Mar	***Balance Spring Meeting - 3-21-2015***		***5,022.52***	***3/21/2015***
	Deposits 3-21-2015 - 9-11-2015	10,885.00	15,907.52	
9-Apr	Dock Purchase Balance	(4,876.00)	11,031.52	
20-Apr	Dock In	(2,600.00)	8,431.52	
21-May	Insurance	(1,476.76)	6,954.76	
	Misc. Dock Supplies	(398.12)	6,556.64	
3-Jul	Office Expenses, Ink Toner, Carlson Labor	(200.00)	6,356.64	
12-Sep	***Balance Fall Meeting - 9-12-2015***		***6,356.64***	
	Future Fall Expense's		***6,356.64***	
October	Dock Out	(2,600.00)	3,756.64	
October	City Dock Application	(400.00)	3,356.64	
December	WBLCD	(600.00)	2,756.64	
			2,756.64	
	Expected Spring 2016 Balance		***2,756.64***	***Spring 2016***

Birchwood Dock Association Meeting Minutes

Fall Meeting September 12, 2015 Birchwood Village Hall

President Mike Evangelist called the meeting to order at 9:30 am.

The **Minutes** of the Spring meeting 2015 were approved.

Treasurer's Report

Mike reviewed the reports submitted by Lynn Hanson, Treasurer. There is a projected balance of $2756.64 going forward to next spring. Boat slip fees will remain the same at $615 plus dock membership ($35). The $200 fee to the City remains but members asked if we could argue that this fee be reduced or eliminated or re-directed toward dock maintenance. There is a $100 fee for winter dock storage.

Next year: Elm may need a new dock but would have to wait until 2016. Birch dock is still in need of repairs and eventual replacement as it is showing its age. The funds are not there yet.

Councilman Bill Hullsiek said he would ask the Council to continue not charging the $400 dock application fee.

Membership Notes

Association membership may have dropped this year because Kay Beach dock is now under the City's control and is free so residents may believe all the docks are free. It was agreed that the association needs better communication within itself and the community. Mary Sue will work with Randy Felt on updating our publicity/membership flyer. She will also ask the mayor if we can include it in a spring mailing and allow Mary Sue to publish a brief update on the Association in the newsletter.

Alan Mitchell suggested we do a spring social event and do it in conjunction with the Music Sunday event. Mary Sue volunteered to help.

It was noted that the City website is not current or accurate, especially on the section of docks. Mike or Bill or Mary Sue may work with Mike Anderson, administrator on this.

Mike and Lynn will work with Bill Hullsiek to assist in his preparation of the Kay Beach Dock application.

Boat Slip Availability

There are 3 members who now lose or give up their slips so that will mean at least 3 openings next season. (Tell, Evangelist, Ebbott) Mike will be in touch with folks on the wait list to discuss openings. John Lund suggested we compile a list of people who wish to sell their boat lifts when they come off their 6-year stay in a slip.

Those who leave their spots can go to the bottom of the wait list if they choose. Some kind of lottery will have to be held to determine in what order they are placed on the list. Once a person on the list gets a spot, it is theirs for 6 years.

Application packet for 2016

This is in preparation and will be exactly the same as last year. We will apply and pay for 24 boats at 4 docks and then see how many we can float given the water depth.

Officers

All existing officers were nominated for next year and all were unanimously elected for another term.

Notes: At spring 2016 meeting, those who get a boat slip, must bring evidence of insurance along with their check.
Debbie Harrod requested that the BDA recommend that the Council not apply for a longer dock at Kay. A majority of members voted to do so. There was a concern expressed that if one dock is lengthened, other docks might ask to do so and neighbors might object. Another concern was that the association should stay neutral because we may need to ask for a dock length increase in the future.

The meeting adjourned at 10:40 am.

Respectfully submitted,

Mary Sue Simmons, Secretary

As of 10/08/2015
Fiscal Year:2015

Name of Fund	Beginning Balance	Total Receipts	Total Disbursements	Ending Balance
General Fund	$557,778.13	$208,951.00	$274,856.42	$491,872.71
Special Rev Projects	$15,468.65	$2,784.95	$15,453.58	$2,800.02
Spec Rev - Warm House	$0.00	$0.00	$0.00	$0.00
Sewer 2004 Bonds	$9,444.86	$8,607.99	$18,052.85	$0.00
Birchwood In Re-hab Bond	$1,157.24	$6.00	$1,163.24	$0.00
Sewer Re-hab 2008 Debt	($7,179.94)	$15,853.56	$249.00	$8,424.62
Cap Project - PW	$3,758.91	$45,000.00	$0.00	$48,758.91
Water Enterprise Fund	($7,070.08)	$38,238.60	$41,327.85	($10,159.33)
Sewer Enterprise Fund	$72,748.17	$72,965.16	$102,359.65	$43,353.68
Sewer Infrastructure	$30,000.00	$0.00	$26,155.00	$3,845.00
Total	**$676,105.94**	**$392,407.26**	**$479,617.59**	**$588,895.61**

Fund Name: All Funds
Date Range: 09/09/2015 to 10/08/2015

Date	Remitter	Description	Receipt #	Total	Account #	Amount
09/10/2015	Sutherland, Phil	permit	1519	$658.41	100-32210	$658.41
09/10/2015	Crew2 Inc	building permit	1520	$273.25	100-32210	$273.25
09/10/2015	Atakpu, Peter	Hall rental	1521	$25.00	100-34101	$25.00
09/10/2015	Pratt, Len	306 building permit	1522	$244.25	100-32210	$244.25
09/10/2015	Quick, Arika	boat slip fee	1523	$200.00	100-32260	$200.00
09/22/2015	Kath Fuel	Building Permit Fee	1528	$61.00	100-32210	$61.00
09/22/2015	Daniel Webber	Building Permit	1529	$275.48	100-32210	$275.48
09/22/2015	Elder Jones	Building Permit	1530	$98.92	100-32210	$98.92
09/22/2015	Andrea McCoy	Hall Rental	1531	$25.00	100-34101	$25.00
09/22/2015	Ruehle Rental	Building Permit	1532	$39.25	100-32210	$39.25
09/22/2015	Hoffman Corner	Building Permit	1533	$81.00	100-32210	$81.00
09/22/2015	Lindus Construction	Building Permit	1534	$186.25	100-32210	$186.25
09/22/2015	Colleen Schwanke	Hall Rental	1535	$25.00	100-34101	$25.00
09/22/2015	Steph Lindstrom	Docklist Deposit	1536	$200.00	100-32260	$200.00
09/22/2015	MN Court	Fines	1537	$133.32	100-35100	$133.32
10/06/2015	Lodmell, Layne	Dock fee	1538	$35.00	100-32260	$35.00
10/06/2015	Lindus Contruction	Permit fee	1539	$186.25	100-32210	$186.25
10/06/2015	Bear Roofing Inc	Permit Fee	1540	$142.75	100-32210	$142.75
10/06/2015	Washington County	Recycle Grant	1541	$2,212.00	100-33620	$2,212.00
10/06/2015	Belknap, Robert	Permit Fee	1542	$25.50	100-32210	$25.50
10/06/2015	Marsh Heating	Permit Fee	1543	$61.45	100-32210	$61.45
10/06/2015	Champion Plumbing	Permit Fee	1544	$61.00	100-32210	$61.00
10/07/2015	City of Birchwood	Transfer of Capityal Improvement Funds	1545	$45,000.00	401-39200	$45,000.00
Total For Period				**$50,250.08**		
Total Year To Date				**$392,407.26**		

Fund Name: All Funds
Date Range: 09/09/2015 to 10/08/2015

Date	Vendor Name	Description	Check #	Total	Account #	Amount
09/15/2015	Payroll Period Ending 09/15/2015		28918	$1,510.15	100-41400-100	$1,510.15
09/15/2015	Payroll Period Ending 09/15/2015		28919	$435.69	100-41400-100	$435.69
09/15/2015	PERA	Employee Retirement	EFT91515	$274.40	100-41400-121	$274.40
09/18/2015	Metropolitan Council Env. Service	Wastewater Service Sept 2015	28920	$3,777.92	605-43190-217	$3,777.92
09/18/2015	Mary Wingfield	Stamp reimbursement	28921	$122.57	100-41420-200	$122.57
09/29/2015	Payroll Period Ending 09/29/2015		28922	$1,510.15	100-41400-100	$1,510.15
09/29/2015	PERA	Employee Retirement	EFT92915	$274.40	100-41400-121	$274.40
10/01/2015	MN Department of Revenue	Quarter 3 filing	EFT10115	$685.82	100-41400-115	$685.82
10/01/2015	IRS - US Treasury	Q3 Payment	EFTIRSQ315	$4,532.43	100-41400-110 100-45200-110	$4,506.60 $25.83
10/06/2015	Ronnan, Kenny	Council Meeting 9/8/15	28924	$67.50	100-41950-305	$67.50
10/06/2015	City of White Bear Lake	Fire Services Sept 2015	28926	$1,503.42	100-42200-305	$1,503.42
10/06/2015	City of White Bear Lake	Q3 Water Bill	28927	$10,482.54	601-43180-305	$10,482.54
10/06/2015	IRS - US Treasury	Q3 Additional Payment	28928	$318.81	100-41400-110	$318.81
10/06/2015	Metropolitan Council Env. Service	Wastewater Service Oct 2015	28929	$3,777.92	605-43190-217	$3,777.92
10/06/2015	Gopher State One Call	Locates (21 Tickets)	28930	$30.45	100-42805-305	$30.45
10/06/2015	Press Publications	Legal Notice Publications	28931	$107.10	100-41130-351	$107.10
10/06/2015	White Bear Township	Weekly Lift Station Check/Repairs (9/7-9/15)	28932	$6,288.75	605-43190-305	$6,288.75
10/06/2015	TSE, INC	City Hall Janitorial Services Sept x2	28933	$46.00	100-41940-305	$46.00
10/06/2015	Manship Plumbing & Heating Inc	Monthly Standby/water fountain maint/locates	28934	$1,730.00	601-43180-305	$1,730.00
10/06/2015	SL - serco	Meter Read	28935	$310.00	601-43180-305	$310.00
10/06/2015	On-Site Sanitation Inc	Rental Monthly Unit x2	28936	$180.72	100-45200-305	$180.72
10/06/2015	White Bear Township	Weekly Lift Station Check/Repairs (8/24-9/6)	28937	$1,972.83	605-43190-305	$1,972.83
10/06/2015	City of Roseville	Oct 2015 IT/Phone Services	28938	$404.88	100-41955-305	$404.88

Date	Vendor Name	Description	Check #	Total	Account #	Amount
10/06/2015	Xcel Energy	Electric for lift stations/warminghouse	EFT10615	$644.61	100-41940-380	$143.55
					100-45200-380	$68.01
					605-43190-380	$433.05
10/06/2015	Xcel Energy	electric for street lights	EFT106215	$1,217.28	100-43160-380	$1,217.28
10/07/2015	City of Birchwood Village	Transfer to Capital Improvement Fund	EFT10715	$45,000.00	100-49360-720	$45,000.00
Total For Period				**$87,206.34**		
Total Year To Date				**$479,617.59**		

As of 10/08/2015

General Fund

	Budget	Actual	Variance
Receipts:			
General Property Taxes	$271,915.83	$166,253.12	($105,662.71)
Total Acct 310	$271,915.83	$166,253.12	($105,662.71)
Business Licenses and Permits	$0.00	$914.73	$914.73
Total Acct 321	$0.00	$914.73	$914.73
Building Permits	$0.00	$11,718.73	$11,718.73
Kayak/Canoe Permit	$0.00	$350.00	$350.00
Dog Licenses	$0.00	$60.00	$60.00
Spring Leaf Collection	$0.00	$2,445.85	$2,445.85
Dock/Lift Permit Fee	$0.00	$2,273.95	$2,273.95
Dock Assn Transfer	$0.00	$735.00	$735.00
Zoning App Fee	$0.00	$390.00	$390.00
Total Acct 322	$0.00	$17,973.53	$17,973.53
Recycle Grant	$0.00	$2,212.00	$2,212.00
Cable Comm. Grant	$0.00	$9,607.32	$9,607.32
Total Acct 336	$0.00	$11,819.32	$11,819.32
City Hall and Garage Rent	$0.00	$225.00	$225.00
Water Fee	$0.00	$50.06	$50.06
State and Misc fees	$0.00	$8,605.30	$8,605.30
Total Acct 341	$0.00	$8,880.36	$8,880.36
Fines	$0.00	$219.98	$219.98
Total Acct 351	$0.00	$219.98	$219.98
MIscellaneous	$0.00	$187.39	$187.39
Total Acct 361	$0.00	$187.39	$187.39
Interest Earnings	$0.00	$276.57	$276.57
Contrib. and Donations-Private	$0.00	$150.00	$150.00
Refund-Reimbursemnt-Dividend	$0.00	$2,276.00	$2,276.00
Total Acct 362	$0.00	$2,702.57	$2,702.57
Total Revenues	**$271,915.83**	**$208,951.00**	**($62,964.83)**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$0.00	
Disbursements:			
Publishing	$1,733.33	$906.98	$826.35
Total Acct 411	$1,733.33	$906.98	$826.35
City Council	$3,250.00	$5,047.51	($1,797.51)
Total Acct 413	$3,250.00	$5,047.51	($1,797.51)
Clerk - Treasurer	$54,687.50	$59,784.82	($5,097.32)
Elections	$2,145.83	$300.00	$1,845.83
Office Operations/Supplies	$2,333.33	$832.48	$1,500.85
Postage/Postal Permits	$541.67	$454.42	$87.25

Total Acct 414	$59,708.33	$61,371.72	($1,663.39)
Financial Administration	$333.33	$0.00	$333.33
Accounting	$4,166.67	$0.00	$4,166.67
Assessing	$4,541.67	$5,642.37	($1,100.70)
Total Acct 415	$9,041.67	$5,642.37	$3,399.30
Legal Services	$5,833.33	$0.00	$5,833.33
Engineer Service	$5,833.33	$1,653.75	$4,179.58
Total Acct 416	$11,666.67	$1,653.75	$10,012.92
Grants	$1,666.67	$1,686.50	($19.83)
Planning and Zoning	$416.67	$0.00	$416.67
City Training and Development	$866.67	$991.00	($124.33)
City Hall-Gov't Buildings	$4,583.33	$2,911.01	$1,672.32
City Insurance	$6,250.00	$8,060.00	($1,810.00)
Cable Eqpmt and Service	$0.00	$427.50	($427.50)
Phone/IT	$4,333.33	$4,048.80	$284.53
Total Acct 419	$18,116.67	$18,124.81	($8.14)
Police	$42,500.00	$48,879.39	($6,379.39)
Total Acct 421	$42,500.00	$48,879.39	($6,379.39)
Fire	$16,666.67	$15,027.03	$1,639.64
Total Acct 422	$16,666.67	$15,027.03	$1,639.64
Building Inspection	$83.33	$8,282.00	($8,198.67)
Total Acct 424	$83.33	$8,282.00	($8,198.67)
Other Protection	$83.33	$68.38	$14.95
Utility Locates	$0.00	$384.50	($384.50)
Animal Control	$750.00	$400.00	$350.00
Total Acct 428	$833.33	$852.88	($19.55)
Streets and Road Mntnc	$5,000.00	$11,010.00	($6,010.00)
Street Sweeping	$3,333.33	$0.00	$3,333.33
Ice and Snow Removal	$13,333.33	$5,952.85	$7,380.48
Tree Removal	$4,166.67	$2,890.00	$1,276.67
Utility - Drain Structure Care	$1,666.67	$0.00	$1,666.67
Street Lights	$15,000.00	$12,231.27	$2,768.73
Total Acct 431	$42,500.00	$32,084.12	$10,415.88
Recycle	$8,333.33	$8,280.00	$53.33
Total Acct 433	$8,333.33	$8,280.00	$53.33
Lawn Care/Mntnc	$8,333.33	$7,773.75	$559.58
Total Acct 450	$8,333.33	$7,773.75	$559.58
Recreation	$333.33	$650.00	($316.67)
Total Acct 451	$333.33	$650.00	($316.67)
Parks	$10,416.67	$11,508.41	($1,091.74)
Total Acct 452	$10,416.67	$11,508.41	($1,091.74)
CONSERVATION - NATURAL RESOURC	$1,570.83	$1,884.15	($313.32)
Total Acct 461	$1,570.83	$1,884.15	($313.32)
Unallocated Expenditures	$11,078.33	$1,887.55	$9,190.78
Total Acct 492	$11,078.33	$1,887.55	$9,190.78

Other Financing Uses	$25,000.00	$0.00	$25,000.00
Total Acct 493	$25,000.00	$0.00	$25,000.00
Total Disbursements	**$271,165.83**	**$229,856.42**	**$41,309.41**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$45,000.00	
Beginning Cash Balance		**$557,778.13**	
Cash Balance as of 10/08/2015		**$491,872.71**	

As of 10/08/2015

Special Rev Projects

	Budget	Actual	Variance
Receipts:			
Dock/Lift Permit Fee	$0.00	$2,634.95	$2,634.95
Total Acct 322	$0.00	$2,634.95	$2,634.95
Contrib. and Donations-Private	$0.00	$150.00	$150.00
Total Acct 362	$0.00	$150.00	$150.00
Total Revenues	**$0.00**	**$2,784.95**	**$2,784.95**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$0.00	
Disbursements:			
Recreation	$0.00	$900.00	($900.00)
Total Acct 451	$0.00	$900.00	($900.00)
Parks	$0.00	$419.58	($419.58)
Total Acct 452	$0.00	$419.58	($419.58)
Unallocated Expenditures	$0.00	$14,134.00	($14,134.00)
Total Acct 492	$0.00	$14,134.00	($14,134.00)
Total Disbursements	**$0.00**	**$15,453.58**	**($15,453.58)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$0.00	
Beginning Cash Balance		**$15,468.65**	
Cash Balance as of 10/08/2015		**$2,800.02**	

As of 10/08/2015

Sewer 2004 Bonds

	Budget	Actual	Variance
Receipts:			
Sewer Re-hab A and B	$0.00	$7,450.75	$7,450.75
Total Acct 361	$0.00	$7,450.75	$7,450.75
Total Revenues	**$0.00**	**$7,450.75**	**$7,450.75**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$1,157.24	
Disbursements:			
Assessing	$0.00	$15.00	($15.00)
Total Acct 415	$0.00	$15.00	($15.00)
Bond Payment	$0.00	$2,184.29	($2,184.29)
Total Acct 471	$0.00	$2,184.29	($2,184.29)
Total Disbursements	**$0.00**	**$2,199.29**	**($2,199.29)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$15,853.56	
Beginning Cash Balance		**$9,444.86**	
Cash Balance as of 10/08/2015		**$0.00**	

As of 10/08/2015

Birchwood In Re-hab Bond

	Budget	Actual	Variance
Receipts:			
Total Revenues	**$0.00**	**$0.00**	**$0.00**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$6.00	
Disbursements:			
Assessing	$0.00	$6.00	($6.00)
Total Acct 415	$0.00	$6.00	($6.00)
Total Disbursements	**$0.00**	**$6.00**	**($6.00)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$1,157.24	
Beginning Cash Balance		**$1,157.24**	
Cash Balance as of 10/08/2015		**$0.00**	

As of 10/08/2015

Sewer Re-hab 2008 Debt

	Budget	Actual	Variance
Receipts:			
Total Revenues	**$0.00**	**$0.00**	**$0.00**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$15,853.56	
Disbursements:			
Assessing	$0.00	$243.00	($243.00)
Total Acct 415	$0.00	$243.00	($243.00)
Total Disbursements	**$0.00**	**$243.00**	**($243.00)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$6.00	
Beginning Cash Balance		**($7,179.94)**	
Cash Balance as of 10/08/2015		**$8,424.62**	

As of 10/08/2015

Cap Project - PW

	Budget	Actual	Variance
Receipts:			
Total Revenues	**$0.00**	**$0.00**	**$0.00**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$45,000.00	
Disbursements:			
Total Disbursements	**$0.00**	**$0.00**	**$0.00**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$0.00	
Beginning Cash Balance		**$3,758.91**	
Cash Balance as of 10/08/2015		**$48,758.91**	

As of 10/08/2015

Water Enterprise Fund

	Budget	Actual	Variance
Receipts:			
Water Fee	$0.00	$34,798.17	$34,798.17
Penalty - Late Water/Sewer	$0.00	$187.41	$187.41
State and Misc fees	$0.00	$1,382.44	$1,382.44
Total Acct 341	$0.00	$36,368.02	$36,368.02
DELQ - Water-Sewer fees	$0.00	$1,870.58	$1,870.58
Total Acct 361	$0.00	$1,870.58	$1,870.58
Total Revenues	**$0.00**	**$38,238.60**	**$38,238.60**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$0.00	
Disbursements:			
Postage/Postal Permits	$0.00	$326.83	($326.83)
Total Acct 414	$0.00	$326.83	($326.83)
Financial Administration	$0.00	$4,653.91	($4,653.91)
Total Acct 415	$0.00	$4,653.91	($4,653.91)
Utility Locates	$0.00	$10.15	($10.15)
Total Acct 428	$0.00	$10.15	($10.15)
Water Utility	$0.00	$36,322.96	($36,322.96)
Total Acct 431	$0.00	$36,322.96	($36,322.96)
Unallocated Expenditures	$0.00	$14.00	($14.00)
Total Acct 492	$0.00	$14.00	($14.00)
Total Disbursements	**$0.00**	**$41,327.85**	**($41,327.85)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$0.00	
Beginning Cash Balance		**($7,070.08)**	
Cash Balance as of 10/08/2015		**($10,159.33)**	

As of 10/08/2015

Sewer Enterprise Fund

	Budget	Actual	Variance
Receipts:			
Penalty - Late Water/Sewer	$0.00	$363.79	$363.79
State and Misc fees	$0.00	$19.92	$19.92
Sewer Fee	$0.00	$70,710.87	$70,710.87
Total Acct 341	$0.00	$71,094.58	$71,094.58
DELQ - Water-Sewer fees	$0.00	$1,870.58	$1,870.58
Total Acct 361	$0.00	$1,870.58	$1,870.58
Total Revenues	**$0.00**	**$72,965.16**	**$72,965.16**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$0.00	
Disbursements:			
Postage/Postal Permits	$0.00	$376.81	($376.81)
Total Acct 414	$0.00	$376.81	($376.81)
Financial Administration	$0.00	$906.44	($906.44)
Assessing	$0.00	$54.00	($54.00)
Total Acct 415	$0.00	$960.44	($960.44)
Sewer Utility	$0.00	$101,008.34	($101,008.34)
Total Acct 431	$0.00	$101,008.34	($101,008.34)
Unallocated Expenditures	$0.00	$14.06	($14.06)
Total Acct 492	$0.00	$14.06	($14.06)
Total Disbursements	**$0.00**	**$102,359.65**	**($102,359.65)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$0.00	
Beginning Cash Balance		**$72,748.17**	
Cash Balance as of 10/08/2015		**$43,353.68**	

As of 10/08/2015

Sewer Infrastructure	**Budget**	**Actual**	**Variance**
Receipts:			
Total Revenues	**$0.00**	**$0.00**	**$0.00**
Other Financing Sources:			
Sale of Investments		$0.00	
Transfers from other Funds		$0.00	
Disbursements:			
Sewer Utility	$0.00	$26,155.00	($26,155.00)
Total Acct 431	$0.00	$26,155.00	($26,155.00)
Total Disbursements	**$0.00**	**$26,155.00**	**($26,155.00)**
Other Financing Uses:			
Purchase of Investments		$0.00	
Transfers to other Funds		$0.00	
Beginning Cash Balance		**$30,000.00**	
Cash Balance as of 10/08/2015		**$3,845.00**	

CITY OF BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA

ORDINANCE NO. 406

AN ORDINANCE REGULATING TREE AND NATURAL BARRIER PROTECTION AND PRESERVATION AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

The City of Birchwood Village does ordain as follows:

406.010 - Title

This ordinance shall be known, cited and referred to as the **TREE AND NATURAL BARRIER PROTECTION ORDINANCE,** except as referred to herein, where it shall be known as "this ordinance".

406.20 - Purpose

1. The purpose of this Ordinance is to preserve and protect the unique natural environment of the City of Birchwood Village and provide for minimal tree loss and mitigation of tree removal in wooded areas of the City. It also provides for protection of natural barriers provided by trees or shrubs along the borders of our city, along major roads and between differing land uses.

2. Tree cover and natural barriers are beneficial in terms of aesthetics, screening, cooling, wildlife habitat protection, watershed control, air quality enhancements, erosion control and preservation and enhancement of property values. Land alteration that causes destruction of trees or shrubs diminishes and impairs the public health, safety and general welfare. The intention of this Ordinance is to provide regulations relating to the cutting and removal of trees in areas where the natural vegetation or topography are to be altered.

3. No clear cutting of significant woodland areas shall be permitted except pursuant to a duly authorized and apprived permit or development plan consistent with the provisions of this ordinance.

406.030 - Separability

1. It is the intention of the City Council that the several provisions of this Ordinance are separable and that if any court of competent jurisdiction shall adjudge any provisions of this Ordinance or application thereof to be invalid, such judgment shall not affect any other provisions or this Ordinance not specifically included in such judgment.

406.040 - Interaction Between This Ordinance And Other Ordinances

1. This Ordinance is written to complement the City of Birchwood Village Zoning Ordinance and the City of Birchwood Village Subdivision Ordinance. In the event of conflicting requirements imposed by this Ordinance or by other Ordinances of the City of Birchwood Village, the more restrictive provisions shall apply.

406.050 - Wording Of This Ordinance

1. Words used in the present tense include the past and future tense; the singular includes the

plural; and the plural includes the singular. The word "shall" is mandatory and the "may" is permissive. The masculine gender includes the feminine.

406.60 - Definitions

1. **Applicant** The person or entity proposing land alteration as described in this Ordinance.

2. **City Council** The City of Birchwood Village City Council.

3. **City Forester** A designee appointed by the City of Birchwood Village.

4. **Coniferous/Evergreen Tree** A woody plant which, at maturity, is at least thirty (30') feet in height, with a single trunk, having foliage on the outermost portion of the branches year round.

5. **Deciduous Tree** A woody plant which, at maturity, is at least twenty (20') feet in height, with a single trunk, having a defined crown which loses leaves annually.

6. **Land Alteration** Any modification, tree cutting or removal, grading, clearing, filling or other change to any parcel of land including a woodland, shore land or natural barrier within a five (5) year period which may initially or cumulatively result in:

    a. The movement of more than four-hundred (400) cubic yards of earth where significant trees are present; or

    b. Any alteration of land of:

        i. more than one (1') foot from the natural contour of the ground; or

        ii. any contiguous four-hundred fifty (450 sf) square feet of ground where significant trees are located; or

        iii. any cutting, removal or killing of trees equal to or greater than twenty (20%) percent of the significant trees on any parcel of land; or

    c. Any cutting, removal or killing of trees equal to or greater than twenty (20%) percent of the significant trees on any parcel of land; or

    d. Any destruction or disruption of tree cover equal to or greater than twenty-five (25%) percent of the total tree cover on any parcel of land; or

    e. Any changes in the Natural Barriers provided by trees or shrubs along the borders of the City, along major roads, or between differing land uses, or

    f. Any intensive vegetation clearance (clear cutting) within a shore land area or on steep slopes, or

    g. Any other significant change in the natural character or topography of the land.

h. **Natural Barrier** Screening provided by a tree or shrubbery barrier that acts as a visual or noise barrier from roads, railroads and differing land uses, said barrier not to exceed thirty (30') feet in barrier depth. When a Natural Barrier is part of a Woodland, the Natural Barrier shall be considered the first thirty (30') feet of the Woodland.

i. **Preservation Area** A delineated area which designates trees and vegetation which will be preserved during the construction and land alteration process.

j. **Performance Bond** A bond with good and sufficient sureties, approved by the City Council, which is conditioned upon satisfactory implementation of an approved plan and which names the City as obligee.

k. **Critical Root Zone** An area under a tree equal to one and one-half (1'6") feet of radius for every one (1") inch of tree diameter (e.g A 20" tree has a critical root zone of 30' radius or 60' diameter).

l. **Shore Land** That area surrounding Birchwood Village or any other recognized wetland and extending horizontally seventy-five (75') feet back from the mean high water line.

m. **Significant Tree** A healthy deciduous tree measuring eight (8") inches or greater in diameter, at a point four and one half feet above grade, or a healthy coniferous tree measuring ten (10') feet in height or greater.

n. **Steep Slopes.** A slope with greater than a thirty-three (33%) percent change in elevation or a 3:1 grade (3 parts horizontal to 1 part vertical).

o. **Woodland.** An area of at least one-half (½) acre in size of land, utility easements, or rights-of-way, with at least twenty (20) significant trees on the parcel or with tree cover over at least thirty-five (35%) percent of the total land area.

406.70 - Protection Standards

1. No land alteration shall occur until the City finds that the planned land alteration complies with the following:

   a. **Maximum Possible Preservation**. All land alteration shall be conducted so that the maximum amount of woodland and natural screening and barriers are preserved by the clustering of structures wherever possible, or by the use of other appropriate methods. Measures shall be taken to protect and preserve all trees and shrubs in the preservation area as described.

   b. **Protection Of Root Zones**. Grading, contouring, paving and any excavation or trenching shall not detrimentally affect the aeration or permeability of the root zone in the preservation area.

c. **Data Submission.**

A. The applicant shall submit data to the City, at the time of a preliminary plat submission or whenever land alteration (as described in this Ordinance) is planned, that outlines the conformance to this Ordinance. This submission shall include:

1. The name and address of the person preparing the plan and applying for a permit to do this alteration, and

2. The name and address of the person who owns the land that is to be altered, and

3. The estimated period of time within which this land alteration will be conducted, and

4. A topographical map of the land on which the proposed land alteration is to occur having a scale of one inch equals 100 feet and showing the ground elevation contours at two foot intervals. The map shall also show:

a. The land as it exists prior to the proposed land alteration including, a minimum one-hundred (100') feet of the abutting properties; and

b. The proposed ground elevation contours at 2 foot intervals on the land when the proposed land alteration is complete, and

c.. A re-grading, drainage and planting plan, if appropriate.

B. A statement relating to the proposed use of the land including the type of building or structure situated thereon or to be constructed, and

C. A tree inventory, certified by a registered land surveyor, landscape architect or forester depicting the size, species, condition and location of each significant tree by species, diameter and condition, and

D. Identification of significant trees that will be lost due to the proposed land alteration and those which will be preserved, and

E. Identification of all significant trees within 30 feet of the grading limit, and

F.. Identification of all natural barriers of trees or shrubs.

406.80 - Removal Thresholds

1. Although the applicant must retain the maximum amount of woodland possible, the City recognizes that a certain amount of significant trees and tree cover removal is an inevitable consequence of the urban development process.

2. Therefore, a maximum percentage up to 25% of the woodland may be removed without any obligation for reforestation. If the land alteration results in woodland removal that exceeds 25%, then the applicant shall be responsible to replace the trees in accordance with Section 9 of this Ordinance.

3. Natural borders may not be removed or altered without the written permission of the City.

4. Intensive vegetation clearance within the shore land area and on steep slopes is prohibited.

5. **TABLE OF ZONING DISTRICT AND TREE REMOVAL THRESHOLD**

Tree removal in excess of the thresholds shown requires Planning Commission and City Council approval and reforestation.	
COLUMN 1 ZONING AREA OR DISTRICT	**COLUMN II REMOVAL THRESHOLD**
RESIDENTIAL	**25%**
SHORE LAND - All Districts	**10%**
NATURAL BARRIER - All Districts	**0%**

406.90 – Reforestation

1. Tree Removal Beyond The Removal Threshold.

If the land alteration results in tree removal beyond the tree removal threshold in 406.080 of this Ordinance, or as defined in Section 406.060 of this Ordinance, or a natural barrier is to be altered or removed, the applicant shall be required to submit a reforestation plan. The reforestation plan must be submitted and approved by the City Designee prior to final plat approval, if a subdivision is being done, or before the work of land alteration is begun. The reforestation plan shall include:

a. Location of proposed reforestation, and
b. Species and size of proposed plantings, and
c. Quantity of proposed plantings.

2. Reforestation Plan

The reforestation plan shall comply with the following criteria:

a. Tree replacement will be predicated on the total number of diameter inches of significant trees removed beyond the threshold limits.

b. Actual replacement quantities shall be adjusted based on the type of trees removed in accordance with the following guidelines:

i. Class A Conifers ~~or Softwood~~ ~~predominantly Poplar, Box Elder, Cottonwood, Aspen and Conifers:~~ 75 %

ii. Class B Mixed Hardwoods - predominantly species other than Oak including, but not limited to, Cherry, Birch, Walnut, Elm, Ironwood, Maple, Basswood, Ash: 100 %

iii. Class C Hardwood - Predominantly mature Oaks : 125%

3. **Where trees are to be located.**

Trees to be provided as part of a reforestation plan shall be located adjacent to the development or proposed structures in areas such as yard setbacks, on outlots or common areas, at the project entrance area, in buffer zones between different land uses or roads, or at other locations as directed by the City. Reforestation shall occur in such a way as to replace trees removed with desirable trees of the same or similar species and/or densities. These trees must be planted based on the frequency and density as determined by the City Forester.

a. **Sizes and type of replacement trees.**

Replacement trees must be no less than the following sizes:

A. Deciduous trees

1. No less than two and one-half (2½") inches in diameter on steep slopes, or

2. No less than three (3") inches on all other grades.

B. Coniferous trees

1. No less than six (6') feet high on steep slopes, or

2. No less than seven (7') feet high on all other grades.

406.100 - Construction Damage To Significant Trees In Or Near The Preservation Area.

1...Significant trees which are within thirty (30) feet of the proposed grading limit shall be surveyed by the applicant. Any significant tree that the applicant commits to preserve that is subsequently damaged, during or as the result of construction, shall be replaced by the applicant on a one for one diameter inch basis.

406.110 - Agreement To Replace Trees

1 The developer or applicant, prior to the approval of, or issuance of a permit for any land alteration in connection with which trees are required to be replaced by the provisions in this Ordinance, shall

a.. enter into such written agreements or arrangements with the City of Birchwood Village in such form and substance as shall be approved by the City, whereby the applicant shall undertake to comply with the provisions and conditions imposed by this Ordinance and in connection with any such approval or issuance of a permit and shall further provide that the applicant shall indemnify the City against any loss, cost or expense, including an amount as and for reasonable attorneys' fees incurred in enforcing the terms of such agreement or agreements; and

b. provide security for the performance of its obligations pursuant to such agreement or agreements. The security may consist of a bond, letter of credit, cash, or escrow deposit, all in such form and substance as shall be approved by the City.

i. The amount of this security shall be $ 1,000 or 150% of the estimated cost to furnish and plant the replacement trees (estimated cost) which ever is greater. The estimated cost shall be at least as much as the reasonable amount charged by nurseries for furnishing and planting of replacement trees. The estimated cost shall be subject to approval by the City, and in the event the estimated cost is not approved, the City shall have the right, in its sole discretion, to determine the escrow amount.

406.120- Collector And Arterial Roads And Trunk And Lateral Utility Construction

~~**1...When This Section Applies.**~~

~~This section shall only apply to collector and arterial road and trunk and lateral utility construction projects. All interior roads and utility services will be required to adhere to applicable zoning district thresholds.~~

2...Road And Utility Construction.

Significant trees shall not be destroyed or removed within the right-of-way unless such destruction or removal is absolutely necessary because of engineering, safety, sight distances, or maintenance requirements and acceptable alternate means of construction or alternate routes are not possible. Such reasons must be submitted for review by the City.

3...Reforestation.

If the road or utility construction destroys or removes fifty (50%) percent or less of the significant trees or tree cover in the right-of-way, then the person or entity conducting the construction shall not be responsible for reforestation. If, however, more than fifty (50%) percent of the significant trees or tree cover within the easement or right-of-way are destroyed or removed, the person conducting the construction shall be responsible for the following:

A. Filing a landscape bond pursuant to 406.110; and

B. Replacement of trees that exceed the fifty (50%) percent threshold shall be in accordance with 406.090 of this Ordinance. The replacement trees shall be planted on the adjoining setback areas, assuming the adjoining landowners consent. Otherwise, the replacement trees shall be planted at locations as determined by the City.

406.130 - Exceptions To This Ordinance

13.1 The requirements of this Ordinance shall not apply to the removal of trees which are dead, diseased, seriously damaged by storm, or other acts of nature.

406.140- Tree Replacement

1....Replacement trees shall be planted not later than 12 months after the date the land alteration has commenced. If the applicant is prevented from performing within this time limit, because of unforeseen circumstances beyond the applicant's control, the City Designee may extend the time for performance. The applicant shall inform the City Designee when all replacement trees have been planted, at which time the City Designee shall inspect the site.

2...Replacement trees shall consist of "certified nursery stock" as defined by Minnesota Statues Section 18.46 ~~or other trees ("wilding trees") so long as the wilding trees comply with the following standards. A wilding tree measured in diameter inches shall not exceed the maximum height as shown below:~~

~~**TABLE 406.140.3**~~

~~DIAMETER OF TREE IN INCHES~~	~~MAXIMUM HEIGHT OF TREES IN FEET~~
~~Two (2.0") Inches~~	~~Eighteen (18') Feet~~
~~Two and One-Half (2.5") Inches~~	~~Eighteen (18') Feet~~
~~Three (3") Inches~~	~~Twenty (20') Feet~~
~~Three and One-Half (3.5") Inches~~	~~Twenty (20') Feet~~
~~Four (4") Inches~~	~~Twenty-Four (24') Feet~~
~~Five (5") Inches~~	~~Twenty-Eight (28') Feet~~

~~4....The lowest branch of a wilding tree shall be at a height above the surface of the ground not more than one-half of the total height of the tree. (Example, a 16 foot tree must have a branch within 8 feet of the surface of the surrounding ground.)~~

~~5...Trees planted in place of missing, dead or un-healthy replacement trees shall consist of only "certified nursery stock" as defined by Minnesota Statues, Section 18.46.~~

406.150- Release And Retention Of Performance Security

1...Release Of Performance Security

a...The performance security shall remain in effect for not less than one (1) year after the date that the last replacement tree has been planted. The City may release the performance security at that time unless the City Designee, upon inspection, finds that any of the replacement trees have died or are unhealthy, or if there was any encroachment upon the protective fencing surrounding any tree to be saved.

b...If the applicant supplies proof of a nursery guarantee which is approved by the City Designee, then the performance security posted by the applicant shall be released upon planting of the last guaranteed tree. The nursery guarantee shall remove liability from the applicant and responsibility will be placed upon the nursery or current land owner.

2.....Retention Of All Or Portion Of Performance Security.

The City may retain the portion of the performance security equal to the cost of removing dead or unhealthy trees and replanting replacement trees.

406.160 - Penalty

Any person violating or refusing to comply with the provisions of this Ordinance shall be guilty of a misdemeanor, and prosecuted and upon conviction thereof, shall be punished by a fine of not more than Seven Hundred and no/100 ($700.00) dollars or by imprisonment not to exceed ninety (90) days, or both. The costs of prosecution may also be added.

RESOLUTION 2015-07

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

APPROVING THE HIRING AND APPOINTMENT OF TOBIN LAY AS CITY TREASURER, EFFECTIVE NOVEMBER 1, 2015.

At a regular meeting of the City Council of the City of Birchwood Village held on Tuesday, October 13, 2015, at Birchwood City Hall, 207 Birchwood Avenue, Birchwood, Minnesota, with the following members present: Mayor Mary Wingfield, Councilmembers Mark Anderson, Bill Hullsiek, Randy LaFoy, and Kevin Woolstencroft, and the following absent: none, the Birchwood City Council resolved:

WHEREAS, The City of Birchwood Village will employ Tobin Lay as City Treasurer for 20 hours/month; and

WHEREAS, The City of Birchwood Village will compensate Tobin Lay at a rate of pay of $20.00/hour

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Birchwood Village hereby approves the hiring and appointment of Tobin Lay as City Treasurer, effective November 1, 2015.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 13th day of October, 2015.

_____
Mary Wingfield, Mayor

Attest:

_____
Mike Anderson
City Administrator-Clerk

Tobin Lay

1536 Hewitt Avenue – Box 0516 · St. Paul, MN 55104 · 503-991-4558 · tobinlay@yahoo.com

Education

Hamline University School of Business, St. Paul, MN — M.B.A., Int'l Mgmt, expected Mar. 2016

Honors: Joint J.D./M.B.A. Degree Program; 2015 Holt Fellowship Award

Activities: Will study Int'l Seminar in Dubai. Studied Critical Thinking; Managerial Accounting and Economics; Strategic and Marketing Mgmt; Strategic Financial Analysis. Participated in BYU Mgmt Society

Hamline University School of Law, St. Paul, MN — J.D., May 2014

Honors: Int'l Business Negotiations Certificate; Certificate in Advocacy and Problem-Solving; 2012 Thomas Tang Moot Court Competition

Activities: Studied Conflict Resolution in Jerusalem; Negotiations in Hong Kong; SE Asia Business & Human Rights Law in Singapore; Chinese Law; Mediation. Participated in: Hamline Chinese Law & Culture Society (President); Asian Pacific American Law Student Assoc. (Vice-President); American Bar Assoc.; Phi Alpha Delta; J. Reuben Clark Law Society; HOME-Line (MN tenant advocacy); Mediation Center

University of Phoenix, Tigard, OR — B.S., Business Mgmt, Jan. 2011

Honors: Graduated with honors

Activities: Studied Finance; Accounting; Economics; Human Resources and Quality Mgmt; Marketing. Team leader on many team projects, including nation-wide online teams

University of Utah, Salt Lake City, UT — Attended, Aug. 1997 – Dec. 1997

Dixie State University, St. George, UT — Attended, Aug. 1993 – Dec. 1994

Legal Experience

I.P.A.D., Dept. of Admin., State of Minnesota, St. Paul, MN — *Student Worker* (Sept. 2012 – May 2014)
Researched and drafted legal memoranda relating to Minnesota's Government Data Practices Act and Open Meeting Law; researched and drafted dept. newsletter topics; attended legislative sessions

AIA Company Limited, Hong Kong — *Summer Legal Intern* (June 2013 – Aug. 2013)
Performed a wide range of legal research – example topics were internal investigations/cross-border data transfers, data privacy, and investment practices/regulations; wrote supplemental agreements and investments best execution policy; data-mined derivative agreements; created/presented powerpoint presentations; participated in Int'l conference calls

Rajah & Tann LLP, Singapore — *Summer Legal Intern* (June 2012 – July 2012)
Performed a wide range of legal research for law associates and partners – example topics were Int'l arbitration, Int'l treaties, torts, and employment law; wrote research notes and memoranda; accompanied law associates to court

Entrepreneurial Experience

THL Investments, Las Vegas, NV — *Owner & Investor* (Sept. 2003 – Jan. 2005)
Networked with other real estate investors; hosted and spoke at seminars; researched pre-foreclosed property; arranged for and managed remodeling crew; assisted in advertising & auction

Spirit Ties, Salt Lake City, UT — *Partner* (Jan. 1998 – June 2000)
Researched product markets; networked with designers, manufacturers, and retail stores; oversaw design, production, and shipment; marketed and delivered product

TSL Properties, Salt Lake City, UT *Owner & Property Manager* (Aug. 1997 – May 2007)
Researched and mortgaged real estate; advertised for and interviewed tenants; negotiated contract terms; resolved conflicts; communicated with tenants, neighbors, and Sheriff; filed eviction notices; arranged service of process; billed and received rents; arranged for and oversaw repairs

Other Professional Experience

Salem-Keizer Public Schools, Salem, OR *School Bus Driver* (Oct. 2007 – June 2011)
Conferred with parents, staff, and school administration; worked as part of a team; multi-tasked while working in high-stress situations; gained control of and resolved problems in emotionally-charged situations; worked flexible and long shifts

SSA Marine, Draper, UT *Import Specialist* (Oct. 2005 – July 2007)
Analyzed and resolved complex problems; worked remotely as part of a team; multi-tasked while working under stress; communicated with clients, carriers, and government officials; followed detailed instructions; worked flexible and long shifts

Expeditors Int'l, Salt Lake City, UT *Ocean Export Agent* (Jan. 2005 – Oct. 2005)
Communicated with clients, truckers, carriers, and government officials; researched efficient routes; arranged and managed pick-up, delivery, and drop-off of cargo; created Bills of Lading and other official documents; billed customers; worked flexible and long shifts

Evergreen America, Salt Lake City, UT *Import & Export Specialist* (Sept. 2000 – Oct. 2003)
Communicated with clients, truckers, and government officials, in English and Chinese; strategized weekly with other senior staff; researched efficient routes; worked remotely as part of a team; created Bills of Lading and other official documents; billed customers; worked flexible and long shifts

Teltrust, Salt Lake City, UT *Customer Service, Quality Assurance, & H.R.* (Apr. 1997 – Oct. 2000)
Communicated with clients in English and Chinese; monitored Chinese lines for quality; recruited, interviewed, hired, and trained new employees; worked as part of a team; worked flexible shifts

Public Service

Mediation Center, MN *Law Student Volunteer* (Oct. 2013 - Feb. 2014)
Reviewed ethics complaints filed against qualified neutrals with the Minnesota Supreme Court and drafted advisory memoranda for the court's ADR Ethics Board

HOME-Line (MN tenant advocacy), MN *Law Student Volunteer* (Sept. 2011 - Jan. 2012)
Assisted incoming callers with questions regarding tenant's legal rights – example topics were eviction notices, bug infestations, and renter's deposit refunds

Boy Scouts of America, UT, CA, & OR *Area Director & Program Director* (May 1991 – Aug. 2008)
Certified NCS Program Director; planned and managed camp programs and staff; conferred with leaders and parents; resolved conflicts; trained, inspired, and disciplined staff

L.D.S. Church, Hong Kong *Missionary & Assistant to Mission President* (Mar. 1995 – Mar. 1997)
In English and Chinese: Planned trainings; trained groups up to 150 missionaries; planned strategic changes; resolved conflicts; communicated with church, business, and community leaders; planned and performed various community projects; taught English classes

Awards, Languages, & Publications

- Eagle Scout Award – Boy Scouts of America
- Cantonese Chinese – conversational level (spoken only)
- Tobin Lay, *The Colors of Conflict*, LinkedIn Pulse (May 18, 2015)

ORDINANCE 2015-08-01

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE AMENDING MAXIMUM STRUCTURE HEIGHT IN CITY CODE

WHEREAS, the City of Birchwood Village seeks to promote sound development practices.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Birchwood Village hereby amends the following language to City Code Section 302.045.1:

302.045: HEIGHT RESTRICTIONS

2. The maximum height of a structure as calculated by Method A or Method B (see below) must not exceed that listed here:

Structure Type	Maximum Height
All except accessory	30 feet
All accessory	15 feet
Fences	6 feet

Method A: (Applicable to 3-dimensional structures, e.g. houses and garages.) The maximum height of a structure is the difference between the elevation of the highest point of the structure and the average elevation of the structure perimeter at ground level.

Method B: (Applicable to structures which are 1- or 2- dimensional, e.g. towers, fences, and walls.) The maximum height of a structure is the largest difference in elevation between any point on a structure and the ground level directly below that point.

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 __ day of _____, 2015

_____
Mary Wingfield
Mayor

Attest:

Mike Anderson
City Administrator-Clerk

ORDINANCE 2015-06-02

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE ENACTING SECTION 620 OF CITY CODE IN BIRCHWOOD VILLAGE TO PROHIBIT FEEDING DEER

WHEREAS, the City of Birchwood Village seeks eliminate the feeding of deer in the city.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Birchwood Village hereby enacts Section 620 of City Code as follows:

620.010 PURPOSE (steal this paragraph from Shorewood code)

620.020 FEEDING DEER PROHIBITED.

1. **Prohibited acts:** It shall be unlawful to intentionally place or permit to be placed on the ground or within five feet of the ground surface, any grain, fodder, salt licks, fruit, vegetables, nuts, hay, or other edible materials which may reasonably be expected to result in deer feeding, unless such items are screened or protected in a manner that prevents deer from feeding on them. Placement of live trees or plants that are rooted in the ground or in pots, baskets, or planters shall not be considered a violation of this subdivision.

2. **Exceptions:** The prohibition in 620.010(1) above shall not apply to:

A. Veterinarians, city animal control officers, or county, state, or federal game officials who are acting in the course of their duties and who have deer in custody or under their management

B. Persons authorized to implement a deer management program approved by the City Council.

C. Persons trapping, taking, or feeding deer pursuant to a permit issued by the Minnesota Department of Natural Resources.

D. Persons feeding birds using self enclosed feeding devices or containers or:

E. Persons using straw, hay, or straw related materials for erosion control, mulching, gardening, or other landscape purposes.

609.030 **Enforcement**: Violation of this section is a petty misdemeanor punishable by a fine up to $300. Each act of violation and each day a violation occurs or continues shall constitute a separate offense.

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 ___ day of _____, 2015

CONTRACT FOR SNOWPLOWING AND REMOVAL SERVICES WITHIN THE CITY OF BIRCHWOOD VILLAGE

This Contract, made and entered into this 18 day of AUGUST, 2015, by and between BIRCH, INC., a business corporation organized under the laws of the state of Minnesota with offices at 3100 SPRUCE ST. ST. PAUL, MN 55117, and the CITY OF BIRCHWOOD VILLAGE, a Minnesota municipal corporation, with offices at 207 Birchwood Avenue, Birchwood, MN 55110.

WHEREAS, the City of Birchwood Village needs to provide its residents with service to plow the city streets in the wintertime and spread salt/sand as necessary; and

WHEREAS, the City of Birchwood Village solicited multiple bids for its snow removal services, and BIRCH, INC. was the lowest responsible bidder; and

WHEREAS, the Parties desire to formalize their relationship by execution of this Contract;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES, as follows:

1. **Parties.** The Parties to this Contract are BIRCH, INC. (hereinafter referred to as the Contractor), and the City of Birchwood Village (hereinafter referred to as the City).

2. **Recitals.** The above recitals are hereby incorporated into this Agreement by reference.

3. **Term.** The term of this Contract shall be from the day of execution until May 15th, 2017. This Contract may be extended after expiration of the initial term upon mutual agreement of the Parties.

4. **Snow Removal Service Provisions and Schedule.**

   4.1. **Snow Removal on All Streets.** The Contractor shall provide snow removal on all public streets, roadways, and alleys within the City following each snowfall of two inches (2") or more. Such services shall be provided on a prompt basis, and in any event, removal of snow shall be completed no more than 24 hours after the end of a qualifying snowfall event.

   4.2. **Salting/Sanding.** The Contractor shall apply an appropriate mixture of salt and sand to all public streets, roadways and alleys that are icy, have compacted snow that is difficult to remove, or are otherwise slippery, paying particular attention to intersections, hills, curves and other areas that may result in additional danger when slippery. The Contractor shall also apply a preventative application of salt/sand in such areas as appropriate if icy or slippery conditions are anticipated or reasonably expected.

   4.3. **City Facilities.** The Contractor shall provide service as necessary for the removal of snow from, and salting/sanding of, the parking lots and driveways of City Hall and the Tighe-Schmitz park skating rink. The Contractor shall also provide services for snow removal

and/or sanding/salting of other City-owned or leased facilities as may be requested by the City from time to time.

4.4. Routes. The Contractor shall provide the City with a description of its normal routes for snow removal in the City. The City reserves the right to request alternate routing to minimize traffic concerns or other concerns during snow removal. The Contractor may contact the City at any time to determine areas of construction or activity that may interfere with the normal route. The Contractor shall bear the costs of any route changes and no additional compensation will be made for alternate routes or solutions.

4.5. Direction. All snow removal operations, including the location and timing of disposal of snow, will be scheduled and directed by the City Administrator.

4.6. Rates. The Contractor shall provide its services at the following rates:

4.6.1. Single axel plow truck w/ sander - $90.00 per/hr
4.6.2. Pickup truck w/ 8' plow $70.00 per/hr.
4.6.3. Skid-loader w/ 5' blower $95.00 per/hr.
4.6.4. Skid-loader w/ bucket $85.00 per/hr.

These costs shall be the total costs charged to the City and shall include all costs of operation, maintenance, labor, fuel, overhead, profit, insurance, and any other cost incurred by the Contractor in performing services under this contract.

4.7. Efficient Performance. Given the variable rates that the Contractor charges for its different equipment, the Contractor shall provide its services and utilize its equipment in a manner that is the most efficient and cost effective available, such that the hourly charges to the City are minimized.

5. Performance Standards and Operation

5.1. Vehicles. All vehicles utilized by the Contractor shall be kept in good working order, and shall not be allowed to stand in any street, parking lot, alley or other place longer than is reasonably necessary to provide the services herein. The Contractor shall be responsible to keep all vehicles used for services in Birchwood marked uniformly with the Contractor's name prominently displayed in letters of contrasting color one each side of each vehicle. All equipment shall meet all Federal, State, County, DOT, and Municipal regulations concerning snow removal vehicles used on public roads. Each vehicle shall be equipped with:

- All Occupational Safety and Health Act (OSHA) requirements regarding warning devices, including a revolving or flashing amber light.
- Trucks hauling snow shall have side boards no higher than nine (9) feet.
- A fire extinguisher.

5.2. Equipment Damage. The Contractor shall be responsible for safekeeping of its equipment, including, but not limited to, fire damage, theft and graffiti to the equipment. This provision shall in no way limit the Contractor's right or ability to seek repayment for damages

caused to its equipment from persons, other than the City, who are responsible for the damages.

5.5 Customer Notice. The Contractor shall be responsible for advising and monitoring individual residents of Birchwood regarding their duty to safeguard the Contractor's equipment from damage.

5.6. Employee Safety. The Contractor shall provide and maintain all safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare .

5.7. Applicable Regulations. The Contractor shall comply with all applicable ordinances of the City and with all laws and rules of Washington County, the State of Minnesota and its agencies relating to the removal of snow and ice, and application of sand and salt.

5.8. Licenses. The Contractor shall maintain at all times all licenses required by state, county, and local government for the services, including proper licensing for all drivers/operators employed or contracted by the Contractor. The City reserves the right to verify the licensing information of the Contractor and its operators at any time during the duration of the Agreement, and any operator who fails to provide proof of licensing is subject to disqualification, and the City reserves the right to terminate this Agreement based upon such failure.

5.9. Call-outs and Complaints. The Contractor shall establish and maintain an office with supervision and a telephone number for requesting call-outs and accepting complaints and other calls. The address and telephone number of such office shall be provided to the City, and the Contractor shall promptly notify the City in writing of any changes in either. The Contractor shall respond to all calls and complaints promptly and courteously. The Contractor shall maintain a written record of all complaints received and the action taken in response. The Contractor shall provide the City with a copy of its written record of complaints upon request of the City.

6. Contact Person. It is expected that the City's primary contact with the Contractor shall occur via its president, Kris Birch_. In the event _Kris Birch_ is known or expected to be unavailable to accept communications from the City or its residents, then the Contractor shall provide an alternative contact person's name and phone number for such purposes.

7. Damage to Pavement/Property. The City recognizes the difficulty of ensuring that the pavement or driving surface on City streets and roads remains undamaged as a result of the Contractor's services. Therefore, the City agrees that the City will be responsible for any damage to its pavement, curbing or other driving surfaces resulting from the Contractor's vehicles providing service within Birchwood, so long as the Contractor acts with reasonable and customary care for such services. The Contractor warrants that its vehicles, when fully loaded, shall not exceed nine (9) tons, and that its plows and implements will be maintained in good and serviceable condition so as to avoid damage to the City's streets. The Contractor shall be responsible for damage caused to pavement, curbing, or other driving surfaces caused by the negligent or careless driving or other misconduct of

the Contractor besides the mere customary use of its vehicles, or damage due to defects in the Contractor's equipment. The Contractor shall be responsible for all damage to other City property such as buildings, posts, signs, fences, hydrants, water lines, sewer lines, storm sewers, manholes, lift stations, or other City infrastructure, as well as damage to lawns, mailboxes, driveways, curbs, sidewalks or other property owned by the City or its residents, caused by the ~~negligent or careless driving or other mis~~conduct of the Contractor in performance of this agreement.

8. Invoicing and Payment.

8.1. Invoicing. The Contractor shall invoice the City for its services on a monthly basis. The Contractor's invoices shall be itemized and provide reasonable detail so at to allow the City to review the services provided and time expended by the Contractor.

8.2. Payments. The City Council shall review and approve the Contractor's invoice at its next regularly scheduled City Council meeting following receipt of the invoice, provided that the Contractor's invoice is received at least one (1) week in advance of the date of the City Council meeting (the City Council generally meets on the Second Tuesday of each month). After approval of the Contractor's invoice by the City Council, the City shall pay such invoice within five (5) business days.

9. Independent contractor. The Contractor and its employees, agents or subcontractors shall be deemed an independent contractor for purposes of all services to be provided under this Contract. Nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. Unless otherwise agreed by the parties, the Contractor shall provide its own tools and equipment and shall select its own manner and method of performing its services. The Contractor and its employees, agents or subcontractors shall not be considered an employee of the City for any purpose, and shall waive, release, and not be entitled to any of the benefits usually accorded regular City employees, including but not limited to severance pay, health insurance benefits, PERA, unemployment benefits, retirement credits, worker's compensation coverage, or any other rights or benefits that accrue to present City employees.

10. Notice to parties. Notices required to be provided pursuant to this Contract shall be given by United States Mail to the following addresses, by personal service, or fax, or by e-mail if the parties agree:

To the City:
City of Birchwood Village
207 Birchwood Ave
Birchwood, MN 55110
Phone: 651-426-3403
Fax: 651-426-7747
mike.anderson@cityofbirchwood.com

To the Contractor:
BIRCH, Inc.

3100 Spruce St.
St. Paul, MN 55117
Phone 651.481-9180
Fax 651-481-0038
office@wearebirch.com

11. Insurance. The Contractor shall maintain appropriate insurance coverage to cover its activities at all times while this Contract is in effect, in at least the following amounts:

- General liability: $2,000,000/$2,000,000
- Property: $2,000,000/$2,000,000
- Auto liability: $2,000,000/$2,000,000
- Worker's Comp: Per Statute or $500,000 per injury, whichever is greater

Upon request by the City at any time before or during the duration of this Agreement, the Contractor shall provide the City with a certificate of insurance to demonstrate the required coverage. The Contractor shall name the City as an additional insured on all such policies of insurance. Any lapse of insurance coverage shall be cause for the City to immediately terminate the Contract. All policies evidencing insurance required by this paragraph shall insure the city and the Contractor for any act or omission, including negligence of the Contractor or of the Contractor's employees or agents, in connection with the performance of the services herein, including claims arising out of the use of or operation of any vehicles used by the Contractor or the Contractor's employees or agents in performing the services.

12. Indemnity. The Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence of the Contractor or the Contractor's employees or agents, in connection with the Contractor's performance. The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

13. Transfer of Rights and Obligations. The Contractor shall not assign, transfer, or subcontract its obligations under this Contract without notice to and approval of the City. Any attempt to assign or transfer or subcontract this Contract in whole or in part without prior approval of the City shall be grounds for immediate termination of the Contract.

14. Nondiscrimination. The Contractor agrees that during the term of this Contract, it will not within the State of Minnesota discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, or ancestry and will include a similar provision in all subcontract(s) entered into for the performance hereof. This paragraph is included in this Contract to comply with provisions of Minnesota Statutes § 181.59. Violation of this statute is a misdemeanor, and if violated, will permit the City to cancel this Contract.

15. Costs and Attorneys Fees. The prevailing party in any dispute arising out of this Contract shall be entitled to reimbursement of its costs and attorneys' fees in asserting or defending its rights hereunder against the nonprevailing party.

16. Merger, Amendment & Savings Clause. It is understood and agreed that the entire Contract between the parties is contained herein and that this Contract supersedes all oral agreements, negotiations, and past practices between the parties relating to the subject matter. This Contract may be amended at any time by mutual agreement of the City and the Contractor. Any amendments shall be in writing to be effective. If any section of this Contract is found to be invalid or not enforceable, the remainder of the Contract shall remain in force and binding.

17. Termination. This Contract shall terminate upon the expiration of the term as provided in Paragraph 3. Upon termination of the Contract, the relationship shall end, except for the damage obligations of the parties under Paragraph 7, the indemnity obligations of the Contractor under paragraph 12, and Data Practices obligations under Paragraph 19. If the Contractor fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless the Contractor's default is promptly remedied, the City may, upon written notice, immediately cancel this Contract in its entirety.

18. Firearms. Unless specifically required by the terms of this contract, neither the Contractor nor its employees, agents, or subcontractors shall carry or possess a firearm within the City limits. Violation of this provision shall be considered a substantial breach of the Contract. Violation of this provision is grounds for immediate suspension or termination of this contract.

19. Data Practices & Record Retention. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. The Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Contract. The Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Contract.

20. Governing Law. The laws of Minnesota shall govern the interpretation and enforcement of this Contract. The parties consent to the jurisdiction and venue of the Washington County District Court for all disputes arising hereunder.

[signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the dates set forth below.

CITY OF BIRCHWOOD VILLAGE

By: _____ Dated: _____
Mary Wingfield, Mayor

By: _____ Dated: _____
Mike Anderson, City Administrator

BIRCH, INC.

By: _____ Dated: 8/18/2015
Kris Birch, President