



AGENDA OF THE REGULAR MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
September 8, 2015  
7:00 P.M.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

- a. John Lund: Deer Population Discussion

**ANNOUNCEMENTS**

**CITY BUSINESS – CONSENT AGENDA**

- A. Approval of Regular Meeting August 5, 2015 Minutes\*

**CITY BUSINESS – REGULAR AGENDA**

- A. Resolution 2015-19, Establishing the Preliminary Levy Certification for the City's 2016 General Fund at \$326,299.00\*
- B. Resolution 2015-20, Authorizing a Transfer of \$45,000 to Capital Projects – Public Works
- C. Amend Resolution 2015-11, Approving the Request of CenturyLink Franchising Policies & Procedures\*
- D. Approval of Treasurer's Report\*
- E. Kay Beach Permit: Designate a Representative
- F. First Reading of Tree Preservation Language to City Code\*
- G. Second Reading of Ordinance 2015-07-01, Amending Section 607 of City Code\*
- H. City Administrator's Report
  - a. Fall Leaf Collection\*

\* Denotes items that have supporting documentation provided

- b. Winter Snow Plowing\*
- c. City Code 302.045 joint meeting with Planning Commission request for October 20, 7 p.m.

I. 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

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 APPROVE THE AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.**

**PRESENTATION:**

Jason Tell presented his variance application for a deck at his 697 Hall Ave residence.

**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.

**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 AUGUST MEETING MINUTES BY COUNCIL MEMBER LAFOR 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 THE AUGUST MEETING MINUTES BY COUNCIL MEMBER LAFOR 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.

**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 for Steve Deans 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:

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Mike Anderson  
City Administrator-Clerk

**RESOLUTION NO. 2015-20**  
**CITY OF BIRCHWOOD VILLAGE**  
**WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION FOR  
THE CITY'S 2016 GENERAL FUND AT \$326,299.00**

**WHEREAS**, the State of Minnesota requires that municipalities adopt a proposed, preliminary levy certification for its General Fund; and

**WHEREAS**, the City Council is required to adopt its 2016 Preliminary Levy Certification on or before September 15, 2015.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA, THAT AS FOLLOWS:**

1. The 2016 General Fund Budget has been established with a Preliminary Levy Certification at \$326,299.00
2. The City of Birchwood Village will conduct its Truth in Taxation Public Hearing on the proposed 2016 Budget at the City's regular City Council meeting Tuesday, December 8, 2015 at 7:00 p.m.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 8 day of September, 2015.

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Mary Wingfield, Mayor

Attest:

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Mike Anderson  
City Administrator-Clerk







	A	B	E	F	G	H	I	J	M
145	Contracted Services	100-42200-305	20,078	20,500	21,317	20,593		21,000	\$ 20,000.00
146	Building Inspection (non Levy)								
147	Small Tools and Minor Equipment		175	8,700	9,623			8,000	
148	Contracted Services	100-42401-305	8,237	700	104			100	Non Levy 100.00
149	Fees (variance, cond use permits)	100-42401-430	170						
150	Other Protection								
151	Contracted Services (Code Red)	100-42800-305	0	68	241	100		100	\$ 100.00
152	Dept. of Labor Fees		0	0	0				
153	County Environmental Charge		0	925	882	697	200	600	\$ 900.00
154	Animal Control	100-42810-305	857	0	0				
155	Operating Supplies		0	0	0				
156	Refuse Collection		0	0	0				
157	Refunds & Reimbursements		0	0	0				
158	<b>PUBLIC SAFETY TOTAL</b>		<b>18,822</b>	<b>171,528</b>	<b>174,945</b>	<b>112,738</b>	<b>8,600</b>	<b>77,900</b>	<b>\$ 72,100.00</b>
159	<b>PUBLIC SAFETY TOTAL</b>								
160	Improv Other than Bldg		0	0	0			0	\$ -
161	Survey Public Spaces		0	6,800	4,124	0		0	
162	Highways, Streets & Roadways								
163	Repair & Maint. Supplies	100-43100-220		1,000	244	750		1,000	\$ 1,000.00
164	Contracted Services (Pot Holes)	100-43100-305	10,292	6,000	2,805	4,500		5,000	\$ 5,000.00
165	Street Sweeping	100-43123-305		4,000	3,785	4,000		4,000	\$ 4,000.00
166	Seal Coat			0	0	12,500	12,500		
167	Crack Sealing		0	0	0	5,000	5,000		
168	Street Signs - Contracted placement Over Road		266	3,000	0	1,500			
169	<b>Street Maintenance Subtotal</b>		<b>10,558</b>	<b>14,000</b>	<b>6,834</b>	<b>28,250</b>	<b>17,500</b>	<b>10,000</b>	<b>\$ 10,000.00</b>
170	Street Lights								
171	Utility Services	100-43160-380	14,679	15,000	14,002	15,600	0	15,000	\$ 18,000.00
172	Drainage - Structure Care								
173	Stormwater Pond								
174	Contracted Services (pd Jan 2013 \$2338 - '12 Exp)	100-43150-305	2,042	2,800	0	800		1,600	\$ 1,600.00
175	Fees (mpca)	100-43150-430	117	600	0	400		400	\$ 400.00
176	<b>Subtotal</b>		<b>2,159</b>	<b>3,400</b>	<b>0</b>	<b>1,200</b>	<b>0</b>	<b>2,000</b>	<b>\$ 2,000.00</b>
177	Ice and Snow Removal								
178	Operating Supplies (salt, sand)	100-43125-210	0	5,000	2,791	5,000		5,000	\$ 5,000.00
179	Contracted Services	100-43125-505	10,319	12,000	5,800	11,000		11,000	\$ 11,000.00
180	<b>Snow &amp; Ice Subtotal</b>		<b>40,140</b>	<b>17,000</b>	<b>8,591</b>	<b>16,000</b>	<b>0</b>	<b>16,000</b>	<b>\$ 16,000.00</b>
181	Water Utility								
182	Refunds & Reimbursements	100-43180-810	474	0	0	0		0	
183	Sewer Utility								
184	Refunds & Reimbursements	100-43190-810	270	0	0	0		0	
185	Weed Control \$135 moved to line 232		0	0	0	0		0	
186	<b>TOTAL PUBLIC WORKS</b>		<b>744</b>	<b>56,200</b>	<b>33,551</b>	<b>61,050</b>	<b>17,500</b>	<b>43,000</b>	<b>\$ 40,000.00</b>
187	<b>OPERATING &amp; RECREATION</b>								
188	Recreation								
189	Operating Supplies		96	100	0	0		0	
190	Dues & Subscriptions	100-45100-433	0	200	200	200		200	\$ 200.00
191	Community Events (Volunteer Recognition)	100-45100-440	1,325	1,700	1,500	1,700		1,500	\$ 200.00

	A	B	E	F	G	H	I	J	M
192	<b>TOTAL Recreation</b>			<b>2,000</b>	<b>1,700</b>	<b>1,900</b>			<b>400.00</b>
193	Parks								
194	Wages and Salaries (Spvsr=volunteer 2012 unpaid)	100-45200-100	5,490	5,900	2,883	7,500		10,000	<b>10,000.00</b>
195	Federal Tax - Employee								
196	State Tax - Employee								
197	Unemployment Compensation								
198	Medicare - Employer								
199	Social Security - Employer								
200	Social Security - Employee								
201	Medicare - Employee								
202	Office Supplies								
203	Operating Supplies	100-45200-210	979	350	97	450		200	
204	Repair & Maint. Supply/Contractual	100-45200-400	223	1,530	1,030	1,600		2,000	<b>500.00</b>
205	Professional Services		374	0	590				
206	Contracted Services	100-45200-305	3,438	360	4,526	1,600		1,000	<b>1,000.00</b>
207	Utility Services	10045200-380	901	900	973	1,150		1,000	<b>1,000.00</b>
208	Fees	100-45200-530	0	0	0			800	
209	Buildings & Structures		1,336	1,660	1,390	1,700			
210	Furniture and Fixtures		0	0	0				
211	Garbage Pickup		0	600	0	0		0	
212	Tree Removal		0	0	0	0		0	
213	Per Diem / Projects		0	0	0	0		9,900	
214		<b>Parks GF Subtotal</b>	<b>12,741</b>	<b>11,300</b>	<b>11,489</b>	<b>14,000</b>		<b>16,000</b>	<b>12,500.00</b>
215	<b>TOTAL Parks &amp; Recreation</b>		<b>14,162</b>	<b>13,300</b>	<b>13,189</b>	<b>15,900</b>		<b>9,900</b>	<b>12,900.00</b>
216	<b>SANITATION</b>								
217	Tree Care - Inspection & Removal								
218	Contracted Services	100-43130-305	450	800	711	0		0	
219	Tree Removal								
220	Operating Supplies	10043135-210	0	250	0	0		0	
221	Diseased Trees		0	0	0	0		0	
222	Contracted Services	100-43135-305	3,991	2,300	2,393	5,000		5,000	<b>5,000.00</b>
223	Sanitation - Recycling								
224	Contracted Services	100-43300-305	11,047	11,050	11,389	12,000		10,000	<b>10,000.00</b>
225	Recycling grant projects			1,650	0	0		0	
226	Lawn Care/Maintenance								
227	Contracted Services	100-45010-305	5,065	6,000	4,900	6,000		13,000	<b>10,000.00</b>
228	Weed Control - MILLFOIL		135	1,700	927	1,200			
229	<b>TOTAL - Sanitation</b>		<b>20,688</b>	<b>23,750</b>	<b>20,320</b>	<b>24,200</b>		<b>28,000</b>	<b>25,000.00</b>
230	<b>CONSERVATION - NATURAL RESOURCE</b>								
231	Fees, Dues & Subscriptions	100-46100-430	1,609	1,700	1,697	2,082		1,916	<b>1,885.00</b>
232	USGS Lake Study		0	4,000	4,500	0		0	
233	<b>TOTAL - Conservation</b>		<b>1,609</b>	<b>5,700</b>	<b>6,197</b>	<b>2,082</b>		<b>1,916</b>	<b>1,885.00</b>
234	<b>UNALLOCATED EXPENDITURES</b>								
235	Other Pay		2,122						
236	Operating Supplies		0						
237	Refunds & Reimbursements		0						
238	Sales Tax		0						
239	Miscellaneous		6,061	3,051	0	7,240			<b>13,294.00</b>

	A	B	E	F	G	H	I	J	M
240	Surcharge		0						
241	Gopher State and Locates		0						
242	Purchase of Investment		0						
243	Transfer to Capital Projects Fund	100-49360-720	0					30,000	\$ 30,000.00
244	Transfer to Sewer Fund		0						
245	Transfer to Water Fund		0						
246	<b>TOTAL - Other Unallocated</b>		<b>8,183</b>	<b>3,051</b>	<b>0</b>	<b>7,240</b>	<b>0</b>	<b>30,000</b>	<b>\$ 43,294.00</b>
247									
248									
249						373,310	Final Budget Approved		
250									
251						2,012	2,013		
252	Levy					\$ 325,000	\$ 336,013		
253	Proposed \$\$ Change					\$ 11,013			\$0
254	Proposed % Change					3.38			0%

## CENTURY LINK POLOCIES AND PROCEDURES

WHEREAS, the Ramsey/Washington Counties Suburban Cable Communications Commission II (the "Commission"), on behalf of White Bear Township and the Cities of Birchwood Village, Dellwood, Grant, Lake Elmo, Mahtomedi, Maplewood, North St. Paul, Oakdale, Vadnais Heights, White Bear Lake, and Willernie (collectively, the Member Cities"), administers the cable television Franchises between the Member Cities and the current cable franchisee, Comcast; and

WHEREAS, the Commission, acting pursuant to a Joint and Cooperative Agreement and authority delegated by the Member Cities thereunder, is responsible for receiving and reviewing cable Franchise applications and for making recommendations to its Member Cities; and

WHEREAS, the Commission has formulated policies and procedures that govern the submission and review of cable Franchise applications submitted by Applicants seeking to provide Cable Service in all the Member Cities (Attachment A); and

WHEREAS, CenturyLink has expressed interest in the possibility of providing competitive cable television service in the Twin Cities market, but has not yet formally requested or proposed a franchise; and

WHEREAS, the emergence of competition in the provision of cable services could increase quality and availability, encourage lower rates for consumers, encourage better customer service, and generally benefit consumers,

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The City of Birchwood Village hereby approves the Policies and Procedures Governing Application, Review and Recommendations Regarding Grant of Competitive Cable Franchise as specified in Attachment A. (attach the policies & procedures document).

- Tim Finnerty  
Ramsey/Washington Cable Commission  
651-775-0042

As of 09/03/2015  
Fiscal Year:2015

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$557,778.13	\$203,544.94	\$216,383.09	\$544,939.98
Special Rev Projects	\$15,468.65	\$2,749.95	\$15,453.58	\$2,765.02
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	\$0.00	\$0.00	\$3,758.91
Water Enterprise Fund	(\$7,070.08)	\$37,288.73	\$28,805.31	\$1,413.34
Sewer Enterprise Fund	\$72,748.17	\$71,096.21	\$86,109.18	\$57,735.20
Sewer Infrastructure	\$30,000.00	\$0.00	\$26,155.00	\$3,845.00
<b>Total</b>	<b>\$676,105.94</b>	<b>\$339,147.38</b>	<b>\$392,371.25</b>	<b>\$622,882.07</b>

Fund Name: All Funds  
Date Range: 08/04/2015 to 09/03/2015

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/06/2015	Edwards, Paul	Zoning Permit Fee	1503	\$30.00	100-32280	\$30.00
08/06/2015	Anderson, D.D	Bldg Permit Fee	1504	\$1,080.94	100-32210	\$1,080.94
08/06/2015	Woolstencroft, Kevin	Bldg Permit Fee	1505	\$113.65	100-32210	\$113.65
08/13/2015	City of Birchwood Village	Transfer to Bond Fund	1509	\$8,673.62	305-39200	\$8,673.62
08/13/2015	City of Birchwood Village	Trasnfer Bond Funds	1510	\$6.00	303-39200	\$6.00
08/18/2015	Legacy Restoration	Building Permit Fee	1511	\$113.49	100-32210	\$113.49
08/18/2015	Quick, Arika	1/2 yr Dog & Canoe	1512	\$15.00	100-32220 100-32240	\$10.00 \$5.00
08/18/2015	Infinity Plumbing	Demars Permit Fee	1513	\$248.00	100-32210	\$248.00
08/18/2015	Johnson, Amy	Dock Ass Fee	1514	\$35.00	100-32260	\$35.00
08/26/2015	Sowada & Barna Plumbing	Permit Fee	1515	\$55.00	100-32210	\$55.00
08/26/2015	All America Htg & Clg	Permit Fee	1516	\$126.00	100-32210	\$126.00
08/26/2015	Trilby White	Permit Fee	1517	\$186.25	100-32210	\$186.25
08/26/2015	Fireside HEarth & Home Retail	Permit Fee	1518	\$61.00	100-32210	\$61.00
<b>Total For Period</b>				<b>\$10,743.95</b>		
<b>Total Year To Date</b>				<b>\$339,147.38</b>		

Fund Name: All Funds  
Date Range: 08/04/2015 to 09/03/2015

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/04/2015	Payroll Period Ending 08/04/2015		28883	\$92.35	100-41400-100	\$92.35
08/04/2015	IRS - US Treasury	Q2 Payment	EFTIRSQ215	\$3,188.21	100-41400-110 100-45200-110	\$3,182.47 \$5.74
08/04/2015	MN Department of Revenue	Quarterly filing	EFTQ22015	\$415.71	100-41400-115	\$415.71
08/06/2015	Manship Plumbing & Heating Inc	Monthly Standby/water fountain maint/locates	28884	\$1,030.00	601-43180-305	\$1,030.00
08/06/2015	Metropolitan Council Env. Service	Wastewater Service Aug 2015	28885	\$3,777.92	605-43190-217	\$3,777.92
08/06/2015	Payroll Period Ending 08/06/2015		28886	\$253.96	100-45200-100	\$253.96
08/06/2015	Steve Dean Tree Trimming	Remove Tree Birchwood Lane	28887	\$300.00	100-43135-305	\$300.00
08/06/2015	Amy & Adams	Music in Park August 2015	28888	\$150.00	210-45100-440	\$150.00
08/06/2015	Chris Mickelson	Stamp reimbursement	28889	\$19.60	100-41420-200	\$19.60
08/13/2015	Payroll Period Ending 08/14/2015		28890	\$1,838.83	100-41400-100	\$1,838.83
08/13/2015	City of Birchwood Village	Transfer Bond Funds	EFT81315	\$8,673.62	301-49360-720	\$8,673.62
08/13/2015	City of Birchwood Village	Transfer Bond Funds	EFT813152	\$6.00	305-49360-720	\$6.00
08/14/2015	PERA	Employee Retirement	EFT8/14	\$274.40	100-41400-121	\$274.40
08/18/2015	Hanson, Lynn	Transfer of Dock Fee's	28891	\$735.00	100-49200-999	\$735.00
08/18/2015	Simmons, Mary Sue	Music in Park Reimbursement	28892	\$150.00	100-45100-440	\$150.00
08/18/2015	Payroll Period Ending 08/18/2015		28893	\$1,861.40	100-41400-100	\$1,861.40
08/18/2015	PERA	Employee Retirement	EFT81815	\$274.40	100-41400-121	\$274.40
08/26/2015	Xcel Energy	Electric for street lights	EFT8/28/15	\$1,195.89	100-43160-380	\$1,195.89
09/01/2015	Adelman, Ira	Music in Park	28894	\$150.00	100-45100-440	\$150.00
09/01/2015	John Barrett	Music in Park	28895	\$150.00	100-45100-440	\$150.00
09/01/2015	Payroll Period Ending 09/01/2015		28896	\$1,510.15	100-41400-100	\$1,510.15
09/01/2015	PERA	Employee Retirement	EFT9115	\$274.40	100-41400-121	\$274.40
09/03/2015	SETON	Crosswalk Signs	28897	\$847.55	100-49200-999	\$847.55
09/03/2015	Gopher State One Call	Locates (28 Tickets)	28898	\$40.60	100-42805-305	\$40.60
09/03/2015	Tennis Sanitation, LLC	Recycling Contract July-Aug 2015	28899	\$1,656.00	100-43300-305	\$1,656.00

**City of Birchwood Village**

**Disbursements Register**

**09/03/2015**

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
09/03/2015	Steve Dean Tree Trimming	Tree at Elm Easement	28900	\$500.00	100-43135-305	\$500.00
09/03/2015	FP Mailing Solutions	Postage Machine - June - Aug 2015 rental	28901	\$125.34	100-41430-200	\$125.34
09/03/2015	St. Anthony Village	Q3 2015 UB Admin	28902	\$1,944.24	601-41500-305	\$1,944.24
09/03/2015	City of Roseville	Sept 2015 IT/Phone Services	28903	\$404.88	100-41955-305	\$340.33
					100-41955-305	\$64.55
09/03/2015	White Bear Township	Weekly Lift Station Check (7/27-8/09)	28904	\$621.50	605-43190-305	\$621.50
09/03/2015	White Bear Township	Weekly Lift Station Check (8/10-8/23)	28905	\$656.00	605-43190-305	\$656.00
09/03/2015	Ronnan, Kenny	Council Meeting 8/5/15	28906	\$45.00	100-41950-305	\$45.00
09/03/2015	Toshiba Business Solutions, USA Inc	Quarterly Maintenance 2nd Qtr 2015	28907	\$13.87	100-41420-305	\$13.87
09/03/2015	Minnesota Department of Health	Q3 Community Water Supply Fee	28908	\$562.00	601-43180-430	\$562.00
09/03/2015	Wildwood Electric Service	City hall electrical	28909	\$250.00	100-41940-400	\$250.00
09/03/2015	On-Site Sanitation Inc	Rental Monthly Unit x2	28910	\$180.72	100-45200-305	\$180.72
09/03/2015	AVENET, LLC	Annual Service Package	28911	\$375.00	100-41420-230	\$375.00
09/03/2015	KEJ Enterprizes	Mowing	28912	\$2,681.25	100-45010-305	\$2,681.25
09/03/2015	Sauve's Outdoor Services	Layout/Striping	28913	\$3,425.00	100-43100-305	\$3,425.00
09/03/2015	TSE, INC	City Hall Janitorial Services Aug x2	28914	\$46.00	100-41940-305	\$46.00
09/03/2015	City of White Bear Lake	Fire Services Aug 2015	28915	\$1,503.42	100-42200-305	\$1,503.42
09/03/2015	Payroll Period Ending 09/03/2015		28917	\$57.71	100-45200-100	\$57.71
09/03/2015	Xcel Energy	Electric for lift stations/warminghouse	EFT9/3/15	\$627.11	100-41940-380	\$126.68
					100-45200-380	\$12.25
					605-43190-380	\$488.18
<b>Total For Period</b>				<b>\$42,885.03</b>		
<b>Total Year To Date</b>				<b>\$392,371.25</b>		

As of 12/31/2015

<b>General Fund</b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>	<b><u>Variance</u></b>
<b>Receipts:</b>			
General Property Taxes	\$326,299.00	\$166,253.12	(\$160,045.88)
Total Acct 310	\$326,299.00	\$166,253.12	(\$160,045.88)
Business Licenses and Permits	\$0.00	\$914.73	\$914.73
Total Acct 321	\$0.00	\$914.73	\$914.73
Building Permits	\$0.00	\$9,323.97	\$9,323.97
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	\$1,838.95	\$1,838.95
Dock Assn Transfer	\$0.00	\$735.00	\$735.00
Zoning App Fee	\$0.00	\$390.00	\$390.00
Total Acct 322	\$0.00	\$15,143.77	\$15,143.77
Cable Comm. Grant	\$0.00	\$9,607.32	\$9,607.32
Total Acct 336	\$0.00	\$9,607.32	\$9,607.32
City Hall and Garage Rent	\$0.00	\$150.00	\$150.00
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	\$8,805.36	\$8,805.36
Fines	\$0.00	\$73.33	\$73.33
Total Acct 351	\$0.00	\$73.33	\$73.33
Miscellaneous	\$0.00	\$62.69	\$62.69
Total Acct 361	\$0.00	\$62.69	\$62.69
Interest Earnings	\$0.00	\$258.62	\$258.62
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	\$2,684.62	\$2,684.62
<b>Total Revenues</b>	<b>\$326,299.00</b>	<b>\$203,544.94</b>	<b>(\$122,754.06)</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Publishing	\$2,080.00	\$799.88	\$1,280.12
Total Acct 411	\$2,080.00	\$799.88	\$1,280.12
City Council	\$3,900.00	\$5,047.51	(\$1,147.51)
Total Acct 413	\$3,900.00	\$5,047.51	(\$1,147.51)
Clerk - Treasurer	\$65,625.00	\$50,278.80	\$15,346.20
Elections	\$2,575.00	\$300.00	\$2,275.00
Office Operations/Supplies	\$2,800.00	\$709.91	\$2,090.09
Postage/Postal Permits	\$650.00	\$454.42	\$195.58
Total Acct 414	\$71,650.00	\$51,743.13	\$19,906.87

City of Birchwood Village Financial Report by Account Number (YTD)

09/03/2015

Financial Administration	\$400.00	\$0.00	\$400.00
Accounting	\$5,000.00	\$0.00	\$5,000.00
Assessing	\$5,450.00	\$5,642.37	(\$192.37)
Total Acct 415	\$10,850.00	\$5,642.37	\$5,207.63
Legal Services	\$7,000.00	\$0.00	\$7,000.00
Engineer Service	\$7,000.00	\$1,653.75	\$5,346.25
Total Acct 416	\$14,000.00	\$1,653.75	\$12,346.25
Grants	\$2,000.00	\$1,686.50	\$313.50
Planning and Zoning	\$500.00	\$0.00	\$500.00
City Training and Development	\$1,040.00	\$991.00	\$49.00
City Hall-Gov't Buildings	\$5,500.00	\$2,721.46	\$2,778.54
City Insurance	\$7,500.00	\$8,060.00	(\$560.00)
Cable Eqpmt and Service	\$0.00	\$360.00	(\$360.00)
Phone/IT	\$5,200.00	\$3,643.92	\$1,556.08
Total Acct 419	\$21,740.00	\$17,462.88	\$4,277.12
Police	\$51,000.00	\$48,879.39	\$2,120.61
Total Acct 421	\$51,000.00	\$48,879.39	\$2,120.61
Fire	\$20,000.00	\$13,523.61	\$6,476.39
Total Acct 422	\$20,000.00	\$13,523.61	\$6,476.39
Building Inspection	\$100.00	\$8,282.00	(\$8,182.00)
Total Acct 424	\$100.00	\$8,282.00	(\$8,182.00)
Other Protection	\$100.00	\$68.38	\$31.62
Utility Locates	\$0.00	\$354.05	(\$354.05)
Animal Control	\$900.00	\$400.00	\$500.00
Total Acct 428	\$1,000.00	\$822.43	\$177.57
Streets and Road Mntnc	\$6,000.00	\$11,010.00	(\$5,010.00)
Street Sweeping	\$4,000.00	\$0.00	\$4,000.00
Ice and Snow Removal	\$16,000.00	\$5,952.85	\$10,047.15
Tree Removal	\$5,000.00	\$2,890.00	\$2,110.00
Utility - Drain Structure Care	\$2,000.00	\$0.00	\$2,000.00
Street Lights	\$18,000.00	\$11,013.99	\$6,986.01
Total Acct 431	\$51,000.00	\$30,866.84	\$20,133.16
Recycle	\$10,000.00	\$8,280.00	\$1,720.00
Total Acct 433	\$10,000.00	\$8,280.00	\$1,720.00
Lawn Care/Mntnc	\$10,000.00	\$7,773.75	\$2,226.25
Total Acct 450	\$10,000.00	\$7,773.75	\$2,226.25
Recreation	\$400.00	\$650.00	(\$250.00)
Total Acct 451	\$400.00	\$650.00	(\$250.00)
Parks	\$12,500.00	\$11,183.85	\$1,316.15
Total Acct 452	\$12,500.00	\$11,183.85	\$1,316.15
CONSERVATION - NATURAL RESOURC	\$1,885.00	\$1,884.15	\$0.85
Total Acct 461	\$1,885.00	\$1,884.15	\$0.85
Unallocated Expenditures	\$13,294.00	\$1,887.55	\$11,406.45
Total Acct 492	\$13,294.00	\$1,887.55	\$11,406.45
Other Financing Uses	\$30,000.00	\$0.00	\$30,000.00

**City of Birchwood Village Financial Report by Account Number (YTD)****09/03/2015**

Total Acct 493	\$30,000.00	\$0.00	\$30,000.00
<b>Total Disbursements</b>	<b>\$325,399.00</b>	<b>\$216,383.09</b>	<b>\$109,015.91</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$557,778.13</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$544,939.98</b>	

As of 12/31/2015

**Special Rev Projects**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$2,599.95	\$2,599.95
Total Acct 322	\$0.00	\$2,599.95	\$2,599.95
Contrib. and Donations-Private	\$0.00	\$150.00	\$150.00
Total Acct 362	\$0.00	\$150.00	\$150.00
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$2,749.95</b>	<b>\$2,749.95</b>
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)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$15,453.58</b>	<b>(\$15,453.58)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$15,468.65</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$2,765.02</b>	

As of 12/31/2015

<b>Spec Rev - Warm House</b>	<u><b>Budget</b></u>	<u><b>Actual</b></u>	<u><b>Variance</b></u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$0.00</b>	

As of 12/31/2015

**Sewer 2004 Bonds**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
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
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$7,450.75</b>	<b>\$7,450.75</b>
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)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$2,199.29</b>	<b>(\$2,199.29)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$15,853.56	
<b>Beginning Cash Balance</b>		<b>\$9,444.86</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$0.00</b>	

As of 12/31/2015

**Birchwood In Re-hab Bond**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$6.00</b>	<b>(\$6.00)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$1,157.24	
<b>Beginning Cash Balance</b>		<b>\$1,157.24</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$0.00</b>	

As of 12/31/2015

Sewer Re-hab 2008 Debt	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$243.00</b>	<b>(\$243.00)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$6.00	
<b>Beginning Cash Balance</b>		<b>(\$7,179.94)</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$8,424.62</b>	

As of 12/31/2015

<b>Cap Project - PW</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$3,758.91</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$3,758.91</b>	

As of 12/31/2015

**Water Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$33,913.12	\$33,913.12
Penalty - Late Water/Sewer	\$0.00	\$160.39	\$160.39
State and Misc fees	\$0.00	\$1,344.64	\$1,344.64
Total Acct 341	\$0.00	\$35,418.15	\$35,418.15
DELQ - Water-Sewer fees	\$0.00	\$1,870.58	\$1,870.58
Total Acct 361	\$0.00	\$1,870.58	\$1,870.58
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$37,288.73</b>	<b>\$37,288.73</b>
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	\$23,800.42	(\$23,800.42)
Total Acct 431	\$0.00	\$23,800.42	(\$23,800.42)
Unallocated Expenditures	\$0.00	\$14.00	(\$14.00)
Total Acct 492	\$0.00	\$14.00	(\$14.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$28,805.31</b>	<b>(\$28,805.31)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>(\$7,070.08)</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$1,413.34</b>	

As of 12/31/2015

**Sewer Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$295.33	\$295.33
State and Misc fees	\$0.00	\$19.92	\$19.92
Sewer Fee	\$0.00	\$68,910.38	\$68,910.38
Total Acct 341	\$0.00	\$69,225.63	\$69,225.63
DELQ - Water-Sewer fees	\$0.00	\$1,870.58	\$1,870.58
Total Acct 361	\$0.00	\$1,870.58	\$1,870.58
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$71,096.21</b>	<b>\$71,096.21</b>
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	\$84,757.87	(\$84,757.87)
Total Acct 431	\$0.00	\$84,757.87	(\$84,757.87)
Unallocated Expenditures	\$0.00	\$14.06	(\$14.06)
Total Acct 492	\$0.00	\$14.06	(\$14.06)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$86,109.18</b>	<b>(\$86,109.18)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$72,748.17</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$57,735.20</b>	

As of 12/31/2015

<b>Sewer Infrastructure</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$26,155.00</b>	<b>(\$26,155.00)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$30,000.00</b>	
<b>Cash Balance as of 12/31/2015</b>		<b>\$3,845.00</b>	

**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 approved 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 forester 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 I 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 Forester 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 Forester may extend the time for performance. The applicant shall inform the City Forester when all replacement trees have been planted, at which time the City Forester shall inspect the site.

2...Replacement trees shall consist of "certified nursery stock" as defined by Minnesota Statutes 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**

<b>DIAMETER OF TREE IN INCHES</b>	<b>MAXIMUM HEIGHT OF TREES IN FEET</b>
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 Statutes, 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 Forester, 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 Forester, 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.

**ORDINANCE 2015-07-01**

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

**AN ORDINANCE AMENDING SECTION 607 OF CITY CODE**

**WHEREAS**, the City of Birchwood Village seeks to preserve public open space.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Birchwood Village hereby amends Section 607 of City Code as follows:

607.800. TRAFFIC RULES.

607.810. No person shall park, drive or operate a motor vehicle within any Open Space Site except upon roadways, parking areas, parkways, or other areas designated for such use, unless authorized by the Director. Disabled vehicles may be moved off a paved area to allow for the continued flow of traffic but the vehicle must be repaired or removed within six hours, unless other arrangements are made with the Director.

607.820. No person shall park or operate a motor vehicle within any Open Space Site or on any parkway in violation of posted regulations and directional signs; Chapter 169, Minnesota Statutes; County or City traffic codes; or orders or direction of law enforcement officers or city employees.

607.830. No person shall park, stop, or leave a vehicle in any Open Site unless arrangements are made with the City Clerk. No person shall park, stop, or leave a vehicle on any park drive between the hours of 9:30 P.M. to 6:00 A.M., unless arrangements are made with the City Clerk.

**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



**“Leaf collection” AGREEMENT DEVELOPED**

FOR:

Birchwood Village

PRESENTED BY:

Rick Galster

[rick@h-bservices.com](mailto:rick@h-bservices.com)

08/21/2015

137 Dartmoor Rd/ Mahtomedi, MN 55115/ ph:651-538-0320 / h-bservices.com

Customer #:3505

Contract #: 3601

## Leaf Collection

H&B Services will run leaf collection one day a week for the month of October 2015

### Collection Day Scheduling

1. Collection will take place on Monday if there is in climate weather collection will always proceed the following day.
2. Collection will take place on the following **Mondays** in **October** : **October 5<sup>th</sup>, October 12<sup>th</sup>, October 19<sup>th</sup>, and October 26<sup>th</sup> 2015.**
3. Residents may send email notification prior to 5:00pm on Sunday that pick up is needed: Email [leafcollection@h-b-services.com](mailto:leafcollection@h-b-services.com).
4. Notification is also available by phone, our business hours Mon-Fri 7:00AM to 5:00PM 651-538-0320
5. We ask to be notified as a curtesy for our routing internally, H&B Services also understands that it may not be possible to be notified. H&B services will monitor and collect piles as needed each Monday for residences that were unable to give prior notification
6. Signage will posted notifying residents of collection days by 10/01/2015

### Collection Guidelines

- A. *Leaves may NOT be in bags, paper or plastic*
- B. *Piles must be accessible within 3'-5' feet of the curbside/road side*
- C. *Additional **\$15.00** fee will be charged for any composted matter in leaf piles (Large piles of composted matter will requires prior notification to H&B Services and an agreed upon estimate for removal.)*
- D. *Large piles leaves extended into the street will be charged an additional **\$22.00** fee.*
- E. *NO Litter (cans, bottles, paper or plastic bags, wire flags, pet waste, etc.)*
- F. *Spent perennial clippings are OK*
- G. *Tree limbs & branches will NOT be removed*

### Cost & Billing

- I. The cost per one time scheduled pick up will be billed at **\$22.00** per residence
- II. After each collection day an itemized invoice will be sent to each address that was serviced, Birchwood Village will furnish an up to date resident list.

### I. Terms and Conditions

The term of this contract shall be for a period of **1** months commencing on 10/01/2015 and terminating on 10/31/2015. The time performance of any portion of the obligations of H & B Services this agreement shall be of the essence, subject only to delay caused by or contributed to by act of the Client, it's agents or employees, labor disputes, fire, unavoidable casualties, act of God, or action or non-action of public utilities, or of Local, State, or Federal government affecting the progress of said work.

## **II. Insurance**

H & B Services shall fully insure itself against any and all liability which it may have under the Worker's Compensation Law, general liability and automobile liability coverage's. H & B Services shall furnish a Certificate of Insurance to our customers, upon request, prior to beginning work.

## **III. Payment**

Customer agrees to pay H & B Services in full within 30 days of date of. Payments not received within such 30 day period will be charged a service charge of (2%) per month. Any increase in taxes or other regulations that become effective during the term of this agreement shall be passed on to the customer. **Residents of Birchwood Village** agree to Pay **H&B Services LLC**. For leaf collection at the rate of \$22.00 per one time scheduled pick up. This price does not include applicable sales tax.

## **IV. Force Majeure**

H & B Services shall not be liable to the customer for any damages to the contracted property, personal injuries, or other liability arising outside of H & B Services control including but not limited to, vandalism, flood, rain, fire, wind, heavy snow, freezing, strikes, lack of salt availability, other natural causes, acts of God or acts of persons other than H & B Services employees or agents.

## **V. Severability**

In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement.

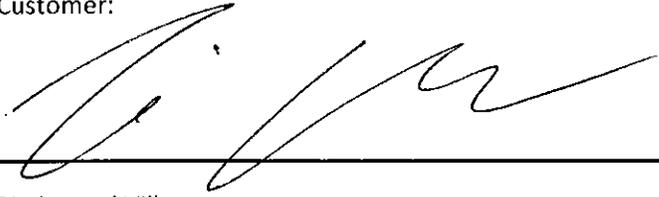
## **VI. Termination**

The Customer may terminate this agreement with cause by giving H & B Services written notice of intent to terminate with 5 days' notice. H & B Services reserves the right to terminate this Agreement, without cause. After such termination, H & B Services shall have no further obligation to provide services or perform the work described herein, provided however, that termination by H & B Services shall not affect any remedy or remedies for payment or otherwise which H & B Services is legally entitled. The customer shall pay all costs and expenses, including reasonable attorney's fees, which shall be incurred or expended by H & B Services to collect any sums due from the customer and to otherwise enforce the provisions of this agreement. Upon cancellation, the H & B Services shall adjust final billing to reflect unpaid costs.

## **VII. Complete Agreement**

This Agreement and all Amendments and Exhibits hereto specifically signed and incorporated herein, constitute the entire Agreement between the parties and supersede any and all other agreements, either oral or in writing. By signing below, each party acknowledges that they have read and understand this Agreement and that no representation, inducement, promise or agreement oral or otherwise, has been made by any party, which is not embodied within. This Agreement shall be construed objectively in the light of its overall purpose, which is to provide the services herein for compensation. Neither the source nor the authorship of this Agreement shall cause any bias or presumption in the constitution or interpretation of this Agreement. Any changes to the terms or conditions of this agreement are not binding unless in writing and signed by both parties hereto.

Customer:



9/1/15

Birchwood Village

Date

Contractor

---

H & B Services, LLC  
137 Dartmoor Rd  
Mahtomedi, MN 55115

Date

**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 April 30, 2015. 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 misconduct~~ 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 as 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](mailto: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: \_\_\_\_\_  
Mary Wingfield, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Anderson, City Administrator

Dated: \_\_\_\_\_

**BIRCH, INC.**

By:   
Kris Birch, President

Dated: 8/18/2015