



**AGENDA OF THE REGULAR MEETING
OF THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
October 8, 2019
7:00 P.M.**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. 2019 Elections for ISD 624 School Board– Tues Nov 5 at City Hall, 7:00am-8:00pm.
- B. Fall Leaf Pickup – Mondays Oct 28 & Nov 11. See City’s event webpage for details.
- C. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report* (p. 5)

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from September 10, 2019* (pp. 7-10)
- B. Authorize City Administrator to Sign MN Historical Grant Agreement* (pp. 11-18)
- C. Appoint Ryan Hankin to the Utility Committee* (p. 19)
- D. Approve Treasurer’s Report* (pp. 21-31)

CITY BUSINESS – REGULAR AGENDA

- A. City Project No. 2019-1 – Lake Ave Mill, Overlay & Drainage* (pp. 33-37)
 - a. Public Hearing on Improvement
 - b. Review & Approve Bids
 - c. Approve the Release of Special Benefits Report (Appraisal)
 - d. Approve Resolution 2019-25 – Assessment Cost and Preparation
 - e. Jay Street Extension

Time Budget: 45 Minutes
- B. City Engineer Report
 - a. Lift Station #1 Update

Time Budget: 5 Minutes

* Denotes items that have supporting documentation provided

- C. Water Meter Upgrades & Water Surcharge* (p. 39)
 - a. Review and Approve RFP
 - b. Approve Publication of RFP for Solicitation of Bids
 - c. Approve First Reading Resolution 2019-24
 - d. Schedule Public Hearing

Time Budget: 10 Minutes
- D. Assessor Search* (pp. 41-60)
 - a. Council Deliberation and Approval
 - b. Approve Resolution 2019-23 – Terminate Agreement for Assessment Services

Time Budget: 30 Minutes
- E. Parks Committee Recommendation – Deer Management* (pp. 61-76)
 - a. Council Deliberation and Approval

Time Budget: 10 Minutes
- F. Birchwood Dock Association (BDA) Dock Permit Application Review* (pp. 77-119)
 - a. Review and approve BDA’s annual dock permit application – authorize BDA to apply for dock permits
 - b. Review and approve 2020 Dock Management Contract

Time Budget: 10 Minutes
- G. Move Hall Avenue Mailboxes * (p. 121)
 - a. Public Discussion
 - b. Council Deliberation and Approval

Time Budget: 20 Minutes
- H. Second Reading Ordinance 2019-08-01, Section 617 Amendments* (p. 123)
 - a. Public Hearing
 - b. Approve Second Reading

Time Budget: 10 Minutes
- I. Second Reading Ordinance 2019-08-02, Section 201 Amendments* (p. 125)
 - a. Public Hearing
 - b. Approve Second Reading and adoption of Ordinance 2019-08-02

Time Budget: 5 Minutes
- J. Council Member Reports:
 - a. Mayor Wingfield
 - i. East County Line Rd update
 - ii. Birchwood Avenue no parking signs
 - iii. Float plane nuisance on WBL
 - iv. Birchwood Avenue East - move garbage cans to other side

Time Budget: 10 Minutes

* Denotes items that have supporting documentation provided

K. City Administrator's Report

- a. Ice Rink upgrade update – LED lights
- b. Abatement order update – Tighe-Schmitz Park
- c. Sentence-to-Serve update

Time Budget: 5 Minutes

ADJOURN

* Denotes items that have supporting documentation provided

MEMORANDUM



TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Sheriff Report

Birchwood Village

Dear Mayor & City Council Members:

Below is a reporting of law enforcement incidents and citations for September 2019.

Citations for: Birchwood

9/1/2019 To 9/30/2019

Agcy	Date	Citation Number	Badge	Officer Name	Citation Type	Block	Street Name	Str Sfx	Cross Street Name	Cross St Sfx	City	Literal Description	Statute
WCSD	9/3/2019	820022924601	WC1299	A. Palmer	Citation	0	LAKE AVE				Birchwood	CRIM-CRIMINAL DAMAGE TO PROPERTY - 4TH DEGREE	609.595.3
WCSD	9/4/2019	820031924701	WC13130	T. Freeman	Citation	0	HALL AVE		WILDWOOD AVE		Birchwood	CRIM-ASSAULT-DOMESTIC-CAUSE FEAR OF HARM-DOMESTIC ASSAULT	609.2242.1(1)

Incident Summary Report PUBLIC

From:9/1/2019 12:00:00 AM To:9/30/2019 11:59:59 PM

WASHINGTON COUNTY SHERIFFS OFFICE



BIRCHWOOD

9/1/2019 12:31:13 PM	WC19038062	XXX Lake Ave, BIRCHWOOD	CITIZEN/PUBLIC ASSIST
9/3/2019 5:24:04 PM	WC19038483	XXX Lake Ave, BIRCHWOOD	PROPERTY DAMAGE
9/9/2019 7:47:42 PM	WC19039434	XXX Wildwood Ave, BIRCHWOOD	DRIVING COMPLAINT
9/13/2019 12:58:10 AM	WC19039857	XXX Hall Ave, BIRCHWOOD	ASSIST OTHER AGENCY
9/14/2019 11:46:56 AM	WC19040093	XXX Lake Ave, BIRCHWOOD	CIVIL MATTER/DISPUTE
9/16/2019 4:39:11 PM	WC19040446	XXX Wildwood Ave, BIRCHWOOD	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
9/17/2019 9:31:48 AM	WC19040534	XXX Wildwood Ave, BIRCHWOOD	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
9/21/2019 2:37:14 PM	WC19041261	Unknown, BIRCHWOOD	OFFICER INFORMATION
9/26/2019 3:34:17 AM	WC19042047	XXX Wildwood Ave, BIRCHWOOD	SUSPICIOUS PERSON/ACTIVITY
9/27/2019 7:05:37 PM	WC19042356	3XXX East County Line Rd, BIRCHWOOD	DISTURBANCE

SEPT CITY COUNCIL MINUTES

CITY OF BIRCHWOOD VILLAGE REGULAR CITY COUNCIL MEETING SEPTEMBER 10, 2019

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Council Members: Kevin Woolstencroft, Jonathan Fleck, Randy LaFoy, and Jessi Aakre.

STAFF PRESENT: Tobin Lay, City Administrator; Alan Kantrud, City Attorney; Steve Thatcher, City Engineer.

OTHERS PRESENT: Mary Jane LaVigne (31 Birchwood Lane), Ken Kixmoeller (35 Birchwood Lane), Allen Christian (31 Birchwood Lane).

Mayor Wingfield called the regular meeting to order at 7:00pm. The pledge of allegiance was recited.

AGENDA APPROVAL

- A. Mayor Wingfield added several items to her section of the regular agenda.
- B. MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE THE AGENDA AS AMMENDED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM

- A. No public comments made.

ANNOUNCEMENTS

- A. Deer Management Town Hall Meeting at 7pm Thurs Sept 12 at City Hall
- B. SCC Community Meeting at 5:30pm Sept 12 at 2460 East County Rd F
- C. Due to library closure, meetings now held in surrounding communities. Presentation on history of prohibition will take place at Birchwood Village Town Hall on October 14th at 6:30pm
- D. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

CONSENT AGENDA

- A. Approve Regular Meeting Minutes from August 13, 2019
- B. Approve Special Meeting Minutes from August 21, 2019

- ~~C. Approve Deer Management Town Hall Meeting Agenda~~
- D. Approve Treasurer's Report

MAYOR WINGFIELD REQUESTED TO PULL CONSENT AGENDA ITEM C TO DISCUSS INDIVIDUALLY. MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCIL MEMBER FLECK TO APPROVE THE CONSENT AGENDA AS AMMENDED. ALL AYES. COUNCILMEMBER LAFOY ABSTAINED FROM VOTING ON CONSENT AGENDA ITEM B. MOTION PASSED.

CITY BUSINESS – REGULAR AGENDA

- A. City Engineer Report
 - a. Lift Station #1 Update & Select Winning Bid
 - i. **Mayor Wingfield:** Summarized history of problem and process to solve since December 2018
 - ii. **City Engineer Thatcher:**
 - 1. Announced two bids received by the City:
 - a. Peterson Companies, Inc.
 - b. Meyer Contracting, Inc.
 - 2. Made recommendation to city council to hire Peterson Companies, Inc.
 - iii. **Mary Jane LaVigne & Allen Christian (31 Birchwood Lane):** Asked Council to clarify where the City currently stands in decision making process. Expressed comments and concerns on options listed by City Engineer's report.

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO EXTEND TIME BY 10 MINUTES. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE BID TO PETERSON COMPANIES, INC., AND AUTHORIZE CITY ENGINEER AND CITY ATTORNEY TO FINALIZE CONTRACT TO EXPEDITE PROCESS. ALL AYES. MOTION PASSED.

- b. Lake Ave Mill, Overlay & Drainage Update
 - i. **City Engineer Thatcher:** Announced the City needs to begin work on finance/assessment hearings.
 - ii. **City Administrator Lay:** Confirmed with council that drainage is included in project.
 - iii. **Mayor Wingfield:** Requested City Administrator reach out to contractor and provide update to City Council on timing of project.
- B. 2020 Budget Proposal
 - a. Review and Discussion
 - i. **City Administrator Lay:** Introduced proposal 2020 budget and answered questions.
 - ii. **Council & City Administrator:** Deliberated details of 2020 budget proposal

COUNCILMEMBER AAKRE DIRECTED CITY ATTORNEY TO MEET WITH WASHINGTON COUNTY SHERIFF TO DISCUSS POTENTIAL OF SERVICE LEVEL AGREEMENT ADDITION TO SERVICE CONTRACT.

COUNCILMEMBER LAFOY DIRECTED CITY ADMINISTRATOR TO INQUIRE ABOUT POTENTIAL COST OF ADDING SPOT TREATMENT FOR STREET SWEEPING AS NEEDED.

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER FLECK TO ADD 15 MINUTES TO EXTEND DELIBERATION ON AGENDA ITEM B BY 15 MINUTES. ALL AYES. MOTION PASSED.

- b. Approve for Submission

MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER AAKRE TO ADD \$100,000.00 TO THE LEVY TO SUNSET AFTER FOUR YEARS AND APPROVE 2020 BUDGET OF \$488,500.00. ALL AYES. MOTION PASSED.

MAYOR WINGFIELD DIRECTED CITY ADMINISTRATOR LAY TO RESEARCH POSSIBILITY OF LISTING THE \$100,000.00 LEVY AS A SPECIAL LINE ITEM ON GENERAL LEVY.

- C. First Reading Ordinance 2019-08-02, Section 201 Amendments
 - a. Approve First Reading

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE FIRST READING OF ORDINANCE 2019-08-02. ALL AYES. MOTION PASSED.

- b. Order Public Hearing and Second Reading
 - i. **Mayor Wingfield:** Confirmed notice of public hearing and second reading will be published to public notice bulletin board and in subsequent agenda packet.

MAYOR WINGFIELD STRUCK AGENDA ITEM D; CITY INVESTMENTS

- D. Approve Deer Management Town Hall Meeting Agenda (Pulled from Consent Agenda)

MAYOR WINGFIELD AND COUNCIL MEMBERS DIRECTED CITY ADMINISTRATOR LAY TO INCLUDE FURTHER DETAILS ON TOWN HALL AGENDA ITEMS FOR 9/12/2019 TOWN HALL.

- E. Resolution 2019-22, Bee City Pollinator Policy
 - a. Council Deliberation and Approval

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY MAYOR WINGFIELD TO APPROVE RESOLUTION 2019-22, BEE CITY POLLINATOR POLICY. ALL AYES. MOTION PASSED.

- F. Council Member Reports
 - a. **Mayor Wingfield:**

- i. Instructed City Administrator Lay to include interviewing Assessors and passing a resolution to give a 6 month notice to Washington County of termination of assessing services in the October Regular Meeting Agenda.
- ii. Instructed City Attorney Kantrud and City Administrator Lay to work with White Bear Lake on possibility of renegotiating Fire contract termination clause.
- iii. Inquired on whether a response has been received from Washington County on flooding concern.
- iv. Instructed City Administrator Lay to contact Hall Avenue residents in regard to relocation of mailboxes & placing the discussion on the October Regular City Council Meeting Agenda.
- v. Asked City Attorney Kantrud for an update on research of public easement on Kay Beach.
- vi. Instructed City Administrator Lay to include discussion of adding surcharge to water bill for water meter upgrades on October Regular City Council Meeting Agenda

MAYOR WINGFIELD AND COUNCIL AGREED TO STRIKE CITY ATTORNEY’S REPORT

G. City Administrator’s Report

- a. Repair Damage to Tighe-Schmitz Park
 - i. **City Administrator Lay:** Informed Council of need to repair park after damage caused by independent contractors hired by resident.

MAYOR AND COUNCIL DIRECTED CITY ATTORNEY KANTRUD AND CITY ADMINISTRATOR LAY TO PROVIDE ABATEMENT ORDER TO RESIDENT REFERENCED IN AGENDA ITEM G, SUBSECTION A.

- b. City Hall update – MN Historical Society Grant
 - i. **City Administrator Lay:** Informed Council of the city being awarded \$9,900.00 to research historical significance of the City’s village hall.

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER LAFOY TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 9:24 PM.

ATTEST:

Mary Wingfield
Mayor

Tobin Lay
City Administrator - Clerk

MN HISTORICAL GRANT AGREEMENT

MINNESOTA HISTORICAL SOCIETY

GRANTS OFFICE
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

City of Birchwood Village (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of \$9900 from the Arts and Cultural Heritage Fund through the Minnesota Historical Society (hereafter called the Society), in accordance with the guidelines for the Society's Historical and Cultural Heritage Grants Program. The grant is limited to the following project: **Birchwood Village Hall National Register Evaluation** (MNHS Grant Number: **1907-23524**) as described in the Grantee's grant application. Grantee may provide matching funds in the amount of \$1230 as specified in the application.

All grant activities must occur between the project start date and completion date. The start date will be **10/1/2019**. This grant will conclude **10/1/2020**. This Project Completion Date is the date by which all project work must be completed.

The Grantee agrees to administer the grant in compliance with the following provisions:

1. ASSURANCES

- a. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- b. The Grantee must follow Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- c. The Grantee agrees that this project will be administered and conducted in accordance with the Secretary of the Interior's Standards for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983), the Historic and Architectural Survey Manual (June 2017), and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
- d. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- e. Pursuant to 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the Grantee must give consideration to Conservation Corps Minnesota and Northern Bedrock Historic Preservation Corps, or an organization carrying out similar work.

- f. The Grantee will acknowledge the support of the Society in materials produced and in programs or presentations financially supported by the Society. If intellectual property is created, the parties will discuss the allocation of ownership and use rights.
- g. Copyright to copyrightable materials, including computer software, shall vest in the Grantee with a non-transferable royalty-free license to the Society for its non-commercial use. The Grantee shall grant the Society an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- h. Except for (a) the above limitation, (b) the Grantee's right to control publication of its own research results, (c) patented and patent-pending property and (d) the Grantee's confidential information, the Society will have the free, irrevocable, non-exclusive unlimited right to use any research results collected by the Grantee for any purpose.
- i. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 129D.17 for the Arts and Cultural Heritage Fund.

2. FINAL REPORTS AND PROJECT PRODUCTS

- a. The final report and project products are due within 30 days after the project completion date.
- b. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
- c. The Final Product(s) to be uploaded with the final report are: **Electronic copy of a SHPO standardized inventory form for each surveyed property (<https://mn.gov/admin/shpo/identification-evaluation/manual/>) and National Register property evaluation.**

3. COST PRINCIPLES AND LIMITATIONS

- a. Only the items set forth in the Approved Project Budget (**see Attachment A**) may be charged against the grant project.
- b. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon written request by the Grantee and written approval by the Society.

- c. Changes in the Approved Project Budget may not exceed twenty (20) percent of the Approved Project Budget. Changes that occur after the project begins which exceed twenty (20) percent will not be allowed except upon written request by the Grantee and written approval by the Society.
- d. Changes in the Project Completion Date will not be allowed except upon written request by the Grantee and written approval by the Society.
- e. All work will conform to the Secretary of the Interior's Standards as outlined in the approved Scope of Work Form. Any change to the Scope of Work Form after it is approved must be requested in writing and approved by the Grants Office.
- f. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

4. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- a. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- b. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- c. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- d. Support documentation of the procurement process utilized to contract services and/or materials must be maintained by the grantee and are subject to examination by Minnesota Historical Society, its designated representatives, or any applicable agency of the State of Minnesota for a minimum of six (6) years from approval date of the Final Report.

5. MAINTAINING GRANT RECORDS FOR AUDIT

- a. The Grantee must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The Grantee must maintain records and accounts (including documentation of the procurement process) for this project on file for a minimum of six (6) years after approval of the Final Report.

- b. The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- c. The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the Society, its designated representatives, or any applicable agency of the State of Minnesota.

6. ACKNOWLEDGEMENT OF SUPPORT

- a. For restoration/preservation grant projects, the Grantee agrees to post a sign during project work stating: *This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society.*
- b. All publicity releases, informational brochures, and public reports relating to an approved grant project shall contain an acknowledgment as follows: *This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee.*

7. HOLD HARMLESS

- a. The Grantee agrees to hold the Society harmless from any loss, damage, or expense—including reasonable attorneys' fees and other costs of defense—arising as the result of any claim, action, complaint, or discrimination proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project; or,
- b. Each party will be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec.3.736 and other applicable law.

8. MODIFICATION

No person or body other than the Society is authorized to modify any of the terms of this agreement, including the scope of performance and cost limitations herein established. The Society shall not be liable for any costs incurred by the Grantee, which are not in conformance with the terms of this agreement.

9. NONDISCRIMINATION

- a. The Grantee agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age , discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- b. The Grantee agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

10. DISALLOWANCES

Any cost paid for with grant funds which is subsequently found to be disallowable under audit shall be refunded to the Society by the Grantee.

11. CANCELLATION

The Society may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the Grantee has materially breached any term or condition of this agreement. Grantees will be given a 30-day notice. In lieu of cancellation, Grantees may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the Society may withhold proceeds of the Grant; demand that the Grantee return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the Grantee hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the Society, and that, per 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

12. SPECIAL CONDITIONS

The Society may require special conditions to ensure that the project meets applicable standards. Conditions must be worked sequentially as listed below.

- a. By signing and returning this grant agreement, the Grantee understands and agrees that this grant project must be completed and closed by the Grants Office before the Grantee will be eligible to request funding for any subsequent work that would rely on the reports or documents produced during this project.

Project Director initial here: _____

- b. Prior to submission of the grant final report, Grantee must submit a draft of the inventory form and National Register evaluation at 75% completion to the Grants Office for review, comment, and possible edit. (Upload to Milestone/Condition 2 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

Certification:

We have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

Signatures:

Project Director

Date

Authorized Officer

Date

MINNESOTA HISTORICAL SOCIETY
Heritage Preservation Department
Minnesota Historical & Cultural Heritage Grants

Approved Project Budget

Grantee: City of Birchwood Village
MHS Grant #: 1907-23524
Project: Birchwood Village Hall National Register Evaluation

Budget Item(s):

Budget Item	Amount Requested	Grant Amount	Match
1. Consultant	\$9,900.00	\$9,900.00	
2. Project Management & Research Assistance			\$920.00
3. Research Assistance			\$310.00
	Total: \$9,900.00	Total: \$9,900.00	Total: \$1,230.00

UTILITY COMMITTEE APPOINTMENT

Tobin Lay

From: Ryan Hankins
Sent: Tuesday, September 24, 2019 6:46 AM
To: Mary Wingfield; Tobin Lay
Subject: Re: Utility comm

Caution: This email originated outside our organization; please use caution.

Hi Mary and Tobin,

Please do submit my name!

As to a brief bio, I don't have any particularly relevant experience with utilities it water and sewer issues, but I would like to join one of the efforts in Birchwood that requires a few meetings and each year. I am interested in environmental issues and how water and sewer relate to the quality and conservation of our lakes and marshes as well as how we can manage our utilities to minimize long-term costs.

I have experience and an academic background in software engineering.

Thanks,
-Ryan

For the Period : 9/10/2019 To 10/3/2019

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$460,949.40	\$1,288.05	\$20,287.13	\$441,950.32
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	(\$4,040.00)	\$0.00	\$0.00	(\$4,040.00)
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$20,583.33	\$0.00	\$0.00	\$20,583.33
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00
REIMBURSED CONTRACTED SERVICES	(\$7,285.26)	\$0.00	\$0.00	(\$7,285.26)
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	(\$25,181.54)	\$0.00	\$0.00	(\$25,181.54)
Sewer Re-hab Debt	\$25,587.91	\$0.00	\$0.00	\$25,587.91
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Improvement Projects	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid Streets - Construction (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Project PW	\$66,233.91	\$0.00	\$0.00	\$66,233.91
Water	\$37,148.51	\$194.58	\$3,297.00	\$34,046.09
Sewer	\$75,393.30	\$288.39	\$7,502.55	\$68,179.14
Transit System	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$649,429.56	\$1,771.02	\$31,086.68	\$620,113.90

TREASURER'S REPORT

Fund Name: All Funds

Date Range: 09/10/2019 To 10/03/2019

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
09/13/2019	Payroll Period Ending 09/13/2019	30673	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,859.42
	Total For Check	30673					\$ 1,859.42
09/13/2019	Payroll Period Ending 09/13/2019	30674	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 421.49
	Total For Check	30674					\$ 421.49
09/13/2019	Payroll Period Ending 09/13/2019	30675	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 177.56
	Total For Check	30675					\$ 177.56
09/13/2019	PERA	EFT091319A*	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
	Total For Check	EFT091319A					\$ 358.06
09/13/2019	PERA	EFT091319B*	Employee Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 30.93
	Total For Check	EFT091319B					\$ 30.93
09/18/2019	Lay, Tobin	30676*	Reimbursement - Office	N	Office Operations Supplies	100-41911-200-	\$ 41.70
		30676*				100-41911-230-	\$ 180.00
	Total For Check	30676					\$ 221.70
09/18/2019	Lund, John	30677	Tree Inspection 2019 & Emergency Tree Removal	N	Tree Care	100-43104-314-	\$ 1,300.00
		30677			Tree Removal	100-43135-314-	\$ 200.00
	Total For Check	30677					\$ 1,500.00
09/23/2019	Chur, Christopher & Angela	30678*	Refund - Overpayment	N	Accounting	100-41530-810-	\$ 192.84
	Total For Check	30678					\$ 192.84
09/23/2019	Menards - Oakdale	30679*	Blade set & Concrete Mix	N	Parks	100-45207-220-	\$ 37.46
	Total For Check	30679					\$ 37.46
09/27/2019	Payroll Period Ending 09/27/2019	30680	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,859.42
	Total For Check	30680					\$ 1,859.42
09/27/2019	Seton Identification Products	30681*	Custom Signs	N	MISCELLANEOUS	100-49001-999-	\$ 1,483.73
	Total For Check	30681					\$ 1,483.73
09/27/2019	Payroll Period Ending 09/27/2019	30682	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 94.28

Fund Name: All Funds

Date Range: 09/10/2019 To 10/03/2019

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	30682				\$ 94.28
09/27/2019	PERA	EFT092719A*	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
		Total For Check	EFT092719A				\$ 358.06
09/27/2019	PERA	EFT092719B*	Employee Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 15.46
		Total For Check	EFT092719B				\$ 15.46
10/03/2019	Press Publications	30683*	Legal Notice Publications - September 2019	N	Ordinances and Proceedings	100-41130-351-	\$ 201.60
		30683*				100-41130-351-	\$ 50.40
		Total For Check	30683				\$ 252.00
10/03/2019	City of White Bear Lake	30684*	Fire Services - September 2019	N	Fire	100-42201-314-	\$ 2,030.17
		Total For Check	30684				\$ 2,030.17
10/03/2019	Kantrud, Alan	30685*	City Attorney Fees - Sep 2019	N	Legal Services	100-41601-300-	\$ 1,500.00
		Total For Check	30685				\$ 1,500.00
10/03/2019	Leeves, Robert	30686*	Videographer - Sep 2019	N	Cable Eqpmt and Service	100-41950-314-	\$ 49.50
		30686*				100-41950-314-	\$ 69.75
		Total For Check	30686				\$ 119.25
10/03/2019	SL-serco	30687*	Water Meter Readings Aug 2019	N	Water Utility	601-43180-314-	\$ 1,100.00
		Total For Check	30687				\$ 1,100.00
10/03/2019	Companion Animal Control LLC	30688*	Animal Control Services - Aug 2019	N	Animal Control	100-41916-314-	\$ 80.00
		Total For Check	30688				\$ 80.00
10/03/2019	USS Minnesota One MT LLC	30689*	Energy Charges - Aug 2019	N	General Government Buildings and Plant	100-41940-380-	\$ 167.31
		30689*			Sewer Utility	605-43190-380-	\$ 95.62
		30689*				605-43190-380-	\$ 693.20
		30689*				605-43190-380-	\$ 334.65
		Total For Check	30689				\$ 1,290.78
10/03/2019	Oakdale Rental	30690*	Trailer Rental	N	Parks	100-45207-384-	\$ 30.24
		Total For Check	30690				\$ 30.24

Fund Name: All Funds

Date Range: 09/10/2019 To 10/03/2019

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/03/2019	Metropolitan Area Management Assoc.	30691*	Training - Aug 2019	N	City Training and Development	100-41914-310-	\$ 25.00
		Total For Check	30691				\$ 25.00
10/03/2019	TSE, Inc. Work Account	30692*	Janitorial Services - Aug & Sep 2019	N	General Government Buildings and Plant	100-41940-314-	\$ 31.25
		30692*				100-41940-314-	\$ 25.00
		Total For Check	30692				\$ 56.25
10/03/2019	Thatcher Engineering, Inc	30693*	City Engineering Services - Includes Sewer Lift Station & Lake Ave projects + Reg Services	N	Engineer Service	100-41650-300-	\$ 170.00
		30693*				100-41650-300-	\$ 212.50
		30693*			Unallocated Expenditures	100-49201-430-	\$ 2,932.50
		30693*				100-49201-430-	\$ 510.00
		Total For Check	30693				\$ 3,825.00
10/03/2019	AirFresh Industries, Inc.	30694*	Portable Restroom Rental (2)	N	Parks	100-45207-314-	\$ 81.25
		30694*				100-45207-314-	\$ 81.25
		Total For Check	30694				\$ 162.50
10/03/2019	Office Depot	30695*	Signs for Deer Management Town Hall	N	Unallocated Expenditures	100-49201-430-	\$ 252.36
		Total For Check	30695				\$ 252.36
10/03/2019	Metropolitan Council - Env. Service	30696*	Wastewater Service - Oct 2019	N	Sewer Utility	605-43190-217-	\$ 4,812.53
		Total For Check	30696				\$ 4,812.53
10/03/2019	White Bear Township	30697*	Lift Station #2 Repair due to car accident	N	Sewer Utility	605-43190-314-	\$ 1,080.00
		Total For Check	30697				\$ 1,080.00
10/03/2019	White Bear Township	30698*	Lift Station #2 battery change	N	Sewer Utility	605-43190-314-	\$ 97.15
		Total For Check	30698				\$ 97.15
10/03/2019	White Bear Township	30699*	Lift Station #2 Generator Inspection	N	Sewer Utility	605-43190-314-	\$ 351.60
		Total For Check	30699				\$ 351.60
10/03/2019	Gopher State One Call	30700*	Billable Tickets (28) - Sep 2019	N	Utility Locates	605-42805-314-	\$ 37.80
		Total For Check	30700				\$ 37.80
10/03/2019	Lund, John	30701	Tree Removal Sep 2019	N	Tree Removal	100-43135-314-	\$ 100.00

Fund Name: All Funds

Date Range: 09/10/2019 To 10/03/2019

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
	Total For Check	30701					\$ 100.00
10/03/2019	Menard's - MAPLEWOOD	30702*	Tree Pruning Paint	N	Parks	100-45207-400-	\$ 13.98
	Total For Check	30702					\$ 13.98
10/03/2019	Menards - Oakdale	30703*	Blade set & Concrete Mix	N	Parks	100-45207-400-	\$ 64.95
		30703*				100-45207-400-	\$ 13.78
	Total For Check	30703					\$ 78.73
10/03/2019	Manship Plumbing & Heating Inc	30704*	Standby, Testing, Locates - Aug & Sep 2019	N	Water Utility	601-43180-314-	\$ 1,120.00
		30704*				601-43180-314-	\$ 1,077.00
	Total For Check	30704					\$ 2,197.00
10/03/2019	Payroll Period Ending 09/28/2019	30705	Maintenance - Jim Rydeen	N	Parks	100-45207-100-	\$ 1,493.73
	Total For Check	30705					\$ 1,493.73
10/03/2019	Xcel Energy	EFT100319A*	Xcel Gas Bill: 8.18.19 - 9.17.19	N	General Government Buildings and Plant	100-41940-380-	\$ 27.64
	Total For Check	EFT100319A					\$ 27.64
10/03/2019	Xcel Energy	EFT100319B*	Xcel Street Light Bill: 8.03.19 - 9.02.19	N	Street Lighting	100-43160-380-	\$ 1,200.05
	Total For Check	EFT100319B					\$ 1,200.05
10/03/2019	PERA	EFT100319C*	Employee Retirement - Jim Rydeen	N	Parks	100-45207-121-	\$ 262.51
	Total For Check	EFT100319C					\$ 262.51
Total For Selected Checks							\$ 31,086.68

Fund Name: All Funds

Date Range: 09/10/2019 To 10/03/2019

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
09/10/2019	Birchwood Community Club	171734725*	July 4th Banner Community Club Reimbursement	(09/24/2019) -	N	Miscellaneous	100-36140-	\$ 444.95
								\$ 444.95
09/11/2019	Window World Twin Cities	171734733*	Permit	(09/24/2019) -	N	Building Permits	100-32211-	\$ 200.73
								\$ 200.73
09/12/2019	White Bear Heating & Cooling, Inc.	171734731*	Permit	(09/24/2019) -	N	Building Permits	100-32211-	\$ 63.50
								\$ 63.50
09/12/2019	Carter Custom Construction & Firepl	171734735*	Permit	(09/24/2019) -	N	Building Permits	100-32211-	\$ 243.87
								\$ 243.87
09/13/2019	MN Management & Budget	171734737*	Court Fines July 2019	(09/24/2019) -	N	Court Fines	100-35101-	\$ 20.00
								\$ 20.00
09/13/2019	Residents - via St Anthony Village	171734738	Utility Billing 08/09/2019	(09/24/2019) -	N	Miscellaneous	100-36140-	\$ 50.00
						Water Fee	601-34110-	\$ 179.00
						Penalty - Late Water/Sewer	601-34160-	\$ 11.43
						State and Misc fees	601-34170-	\$ 4.15
						Penalty - Late Water/Sewer	605-34160-	\$ 16.02
						Sewer Fee	605-34190-	\$ 272.37
								\$ 532.97
09/17/2019	Lund, Kellie A. or John L.	171734726*	Work Permit	(09/24/2019) -	N	Building Permits	100-32211-	\$ 242.50
								\$ 242.50
09/18/2019	Finken Water, Inc.	171734732*	Permit	(09/24/2019) -	N	Building Permits	100-32211-	\$ 21.00
								\$ 21.00
09/24/2019	Mary Simons	171734724*	Copies	(09/24/2019) -	N	General Governemnt	100-34111-	\$ 1.50
								\$ 1.50

Fund Name: All Funds

Date Range: 09/10/2019 To 10/03/2019

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u> <u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
Total for Selected Receipts							<u>\$ 1,771.02</u>

As on 10/3/2019

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	15,000.00	15,000.00
Total Acct 322	0.00	15,000.00	15,000.00
Total Revenues	0.00	15,000.00	15,000.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Recreation			
Miscellaneous: Dues and Subscriptions	0.00	200.00	(200.00)
Community Events	0.00	1,350.00	(1,350.00)
Refunds and Reimbursements	0.00	242.09	(242.09)
Total Acct 451	0.00	1,792.09	(1,792.09)
Parks			
Operating Supplies (211 through 219)	0.00	876.92	(876.92)
Total Acct 452	0.00	876.92	(876.92)
Total Disbursements	0.00	2,669.01	(2,669.01)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		8,252.34	
Total Receipts and Other Financing Sources		15,000.00	
Total Disbursements and Other Financing Uses		2,669.01	
Cash Balance as of 10/03/2019		20,583.33	

As on 10/3/2019

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Total Disbursements	0.00	0.00	0.00
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		66,233.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 10/03/2019		66,233.91	

As on 10/3/2019

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	0.00	53,075.82	53,075.82
Penalty - Late Water/Sewer	0.00	395.38	395.38
State and Misc fees	0.00	1,417.02	1,417.02
Total Acct 341	0.00	54,888.22	54,888.22
Water Main Break	0.00	108.11	108.11
Total Acct 349	0.00	108.11	108.11
Delinquent Water/Sewer Fees	0.00	5.86	5.86
Miscellaneous	0.00	33.59	33.59
Total Acct 361	0.00	39.45	39.45
Total Revenues	0.00	55,035.78	55,035.78
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	221.15	(221.15)
Total Acct 414	0.00	221.15	(221.15)
Financial Administration			
Contracted Services	0.00	3,881.10	(3,881.10)
Total Acct 415	0.00	3,881.10	(3,881.10)
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	219.00	(219.00)
Refunds and Reimbursements	0.00	65.98	(65.98)
Newsletter			
Printing and Binding (351 through 359)	0.00	523.20	(523.20)
Total Acct 419	0.00	808.18	(808.18)
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	864.00	(864.00)
Professional Services: Legal Fees	0.00	1,444.00	(1,444.00)
Contracted Services	0.00	42,511.13	(42,511.13)
Fees	0.00	12,440.59	(12,440.59)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	245.56	(245.56)
PROFESSIONAL SERVICES (301 through 319)	0.00	290.88	(290.88)
Refunds and Reimbursements	0.00	569.99	(569.99)
Total Acct 431	0.00	58,366.15	(58,366.15)
Total Disbursements	0.00	63,276.58	(63,276.58)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		42,286.89	
Total Receipts and Other Financing Sources		55,035.78	
Total Disbursements and Other Financing Uses		63,276.58	
Cash Balance as of 10/03/2019		34,046.09	

As on 10/3/2019

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	0.00	497.94	497.94
State and Misc fees	0.00	0.00	0.00
Sewer Fee	0.00	75,501.46	75,501.46
Total Acct 341	0.00	75,999.40	75,999.40
SPECIAL ASSESSMENTS	0.00	512.30	512.30
Total Acct 361	0.00	512.30	512.30
Total Revenues	0.00	76,511.70	76,511.70
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	297.00	(297.00)
Total Acct 414	0.00	297.00	(297.00)
Office Operations Supplies			
Refunds and Reimbursements	0.00	319.00	(319.00)
Newsletter			
Printing and Binding (351 through 359)	0.00	77.60	(77.60)
Total Acct 419	0.00	396.60	(396.60)
Utility Locates			
Contracted Services	0.00	274.10	(274.10)
Total Acct 428	0.00	274.10	(274.10)
Sewer Utility			
Sewer - Wastewater Charge	0.00	43,312.77	(43,312.77)
Contracted Services	0.00	12,867.48	(12,867.48)
Utility Services (381 through 389)	0.00	5,598.07	(5,598.07)
Utility Services: Gas Utilities	0.00	(26.61)	26.61
Total Acct 431	0.00	61,751.71	(61,751.71)
Total Disbursements	0.00	62,719.41	(62,719.41)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		54,386.85	
Total Receipts and Other Financing Sources		76,511.70	
Total Disbursements and Other Financing Uses		62,719.41	
Cash Balance as of 10/03/2019		68,179.14	

Tobin Lay

From: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Sent: Thursday, October 3, 2019 6:55 PM
To: Tobin Lay
Subject: RE: For Tue CC Mtg

Caution: This email originated outside our organization; please use caution.

Tobin,

I look forward to participate in the City Council meeting to discuss the various projects. The updated cost estimates for Lake Avenue are as follows:

Lake Avenue

1. Mill & Overlay Project

- a. The cost estimate for the Mill & Overlay Project has not changed from the Feasibility Study dated March 30, 2019 which is as follows:

<u>Item</u>	<u>Estimated Cost</u>
Mill and overlay	\$45,000.00
Grade change	\$11,000.00
Bituminous for gravel parking lot adjacent to the hockey rink	<u>\$3,000.00</u>
Construction Cost	\$59,000.00
Engineering	\$5,900.00
Contingency (20% of Estimated Construction Cost)	<u>\$11,800.00</u>
Estimated Total Cost	\$76,700.00

The cost of the grade change or the bituminous for the gravel parking lot adjacent to the hockey rink will not be assessed to the adjacent properties. The costs to be assessed are as follows:

<u>Item</u>	<u>Estimated Cost</u>
Mill and overlay	\$45,000.00
Grade change	\$0.00
Bituminous for gravel parking lot adjacent to the hockey rink	<u>\$0.00</u>
Construction Cost	\$45,000.00
Engineering	\$4,500.00
Contingency (20% of Estimated Construction Cost)	<u>\$9,000.00</u>
Estimated Total Cost for Assessment	\$58,500.00

2. Drainage Project

- a. The updated cost estimate for the Drainage Project is as follows:

<u>Item</u>	<u>Estimated Cost</u>
Grading and other work	\$0.00
French Drain System	<u>\$15,000.00</u>
Construction Cost	\$15,000.00
Preliminary Engineering	\$11,000.00
Engineering	\$0.00
Contingency (20% of Estimated Construction Cost)	<u>\$3,000.00</u>

Estimated Total Cost

\$29,000.00

3. The Drainage Project benefits the Lake Avenue Mill & Overlay Project because the installation of a French Drain System near Lake Avenue will increase the useful life of Lake Avenue.

Thanks,
Steve

Steven Thatcher, PE
Thatcher Engineering Inc.

6201 Creek Valley Road

Edina, MN 55439

Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: www.thatcher-eng.com

T. A. Schifsky & Sons, Inc.
 2370 Highway 36 East
 North St. Paul, MN 55109
 Phone (651) 777-1313
 Fax (651) 777-7843
www.taschifsky.com



PROPOSAL

Bid To:	Birchwood Misc.	Attention:	Tobin Lay
Job:	Overlay Lake Ave	Address:	City of Birchwood Village, MN
Location:	Birchwood, MN	Phone:	426-3403
Addendums:	NA	Fax:	
Date:	5.1.18	Email:	Tobin.Lay@cityofbirchwood.com

We propose the following for the above referenced project:

<u>Street Maintenance</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Lake Ave - 1350' *22'</u>				
<u>Mobilization</u>				
Mill to a depth 1.5"				
Mill driveway ends to match road				
Sweep Road				
Furnish and install tack oil				
Furnish and Install 2" SPWEA240B Bituminous				
				\$44,370.00

Notes:	<i>Bid is based on SY listed above and provided plan. Not included in bid are permits, unforeseen site conditions, surveying, subgrade correction or excavation, geotextile fabric, and testing.</i>
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Contractor's Guarantee

We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Bid is based on quantities stated. Any variations from the plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Prices are for 2018 unless otherwise specified.

Thank you for the opportunity to quote. If you have any questions please do not hesitate to call.

T.A. Schifsky & Sons, Inc. (Affirmative Action, Equal Opportunity Employer)

By: _____ Date 5.1.18
 Rob Stangler 651-775-8399

Accepted By: _____ Date _____
 (Bid must be signed and returned)

Due to the rising cost of asphalt oil fuel, we can only honor our quotes for 30days. After 30 days bids/quotes are subject to our review and possible cost increase. Payment due upon completion.

T. A. Schifsky & Sons, Inc.
 2370 Highway 36 East
 North St. Paul, MN 55109
 Phone (651) 777-1313
 Fax (651) 777-7843
www.taschifsky.com



PROPOSAL

Bid To:	City of Birchwood	Attention:	Mary
Job:	Rock Trench	Address:	City of Birchwood Village, MN
Location:	Lake Ave Birchwood, MN	Phone:	
Addendums:	NA	Fax:	
Date:	8.15.19	Email:	

We propose the following for the above referenced project:

<u>Rock Trench</u>				<u>Amount</u>
Mobilization				
Common Excavation for Trench (225 X 1' X 2' Deep)				
Furnish and Intstall Geotextile Fabric				
Furnish and Install 3.0" Minus Rock (225 @ 1' X 1' Deep)				
Bituminous Patch Across DW (4 X 20 X 2.5")				
4.0" Perforated Draitile	LF	1		
4.0" Cleanouts	EA	3		
Grade and tolerance both sides of trench w/seed & Blanket				
Lump Sum Total:				\$15,000.00

Notes:	<i>Bid is based on quantities above and provided plan. Not included in bid are permits, unforeseen site conditions, and testing.</i>
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Contractor's Guarantee

We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Bid is based on quantities stated. Any variations from the plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Prices are for 2019 unless otherwise specified.

Thank you for the opportunity to quote. If you have any questions please do not hesitate to call.

T.A. Schifsky & Sons, Inc. (Affirmative Action, Equal Opportunity Employer)

By: _____ Date 8.15.19
 Rob Stangler 651-775-8399

Accepted By: _____ Date _____
 (Bid must be signed and returned)

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

RESOLUTION 2019-25

**RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT
2019 LAKE AVENUE MILL AND OVERLAY IMPROVEMENT
CITY PROJECT NO. 2019-1**

WHEREAS, a contract has been let for Improvement No. 2019-1, the improvement includes the mill and overlay of Lake Avenue and the bid price for the improvement is \$59,000.00 and the expenses incurred or to be incurred in the making of such improvement amount to \$17,700.00 so that the total cost of the improvement will be \$76,700.00; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE, MINNESOTA:

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$18,200.00 and the portion of the cost to be assessed against benefited property owners is declared to be \$58,500.00 (29 property owners x \$2,017.24 per property owner).
2. Assessments shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January, 2021 and shall bear interest at the rate of 4 percent per annum from the date of the adoption of the assessment resolution.
3. The city clerk, with the assistance of the city consulting engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.
4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

Adopted by the City Council this 8th day of October, 2019.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk

**CITY OF BIRCHWOOD VILLAGE
STATE OF MINNESOTA**

RESOLUTION 2019-24

**A RESOLUTION SETTING A WATER UTILITY METER UPGRADE FEE
FOR THE CITY OF BIRCHWOOD VILLAGE**

WHEREAS, the City of Birchwood Village held a public hearing at the November 12, 2019 City Council meeting to receive input from residents regarding a water utility meter upgrade fee; and

WHEREAS, the water utility meter upgrade fee would allow for the City of Birchwood Village to cover expected expenditures related to water meter upgrades; and

WHEREAS, the water utility meter upgrade fee will be \$25 per water utility account per quarter.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Birchwood Village approves the water utility meter upgrade fee for the City of Birchwood Village.

Adopted this 12th day of November, 2019.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk

**Prepared For:
City of Birchwood Village, MN City Council
City Administrator-Clerk - Tobin Lay
207 Birchwood Avenue
Birchwood, MN 55110**

Proposal for Assessing Services

City of Birchwood Village, MN

Prepared By: Chase Peloquin, SAMA



**Date of Proposal:
Monday, September 23, 2019**

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Please send all Correspondence to:

Chase Peloquin
29067 Machmeier Ct
Lindstrom, MN 55045

Email: DellwoodAssessor@outlook.com
Phone: (651) 538-6383

Letter to the Council

Monday, September 23, 2019

Birchwood Village City Council
207 Birchwood Avenue
Birchwood, MN 55110

Dear Council Members,

I believe that I am a well-qualified candidate for the City Assessor position because of my extensive background in property tax assessment. As a Senior Accredited Minnesota Assessor (SAMA) I have attained the highest licensure level of MN real estate assessment and property tax administration.

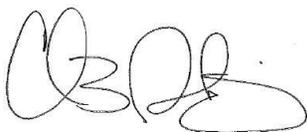
Working as the City Assessor for Dellwood & Marine on St. Croix over the past several years has given me firsthand experience of the specific needs of City Administration as well as the ability to successfully address important issues that arise with the citizens.

As the Assistant County Assessor for Chisago County I have gained the essential skills and talents that are vital in delivering a quality commercial and residential assessment.

With an excellent understanding of computer applications such as Microsoft Office, Computer Assisted Mass Appraisal (CAMA) systems, and a comprehensive knowledge of Microsoft Excel; I possess the technical skills required to keep up with the information age. My abilities to work well with others, learn new things quickly, and maintain a positive work environment also qualify me for this position.

Please contact me at (651) 538-6383 to set up an interview. I believe my experience and enthusiasm will make me a valuable team member at the City of Birchwood Village.

Sincerely,



Chase Peloquin, SAMA

Description of Services

Annual Valuation & Classification

Annually value and classify all real property parcels within the City of Birchwood Village per State and County guidelines.

Quintile

Inspect and verify data characteristics of all real property parcels per State and County guidelines.

New Construction

Coordinate with the City Building Official to view, value and classify all new construction projects.

Local Board of Appeal and Equalization

Staff an Annual Local Board of Appeal and Equalization meeting.

Splits, Combinations & Plats

Coordinate with the County to process parcel splits, parcel combinations and administration of new plats.

Sales Verification and Ratio Study

Process, verify and analyze Certificates of Real Estate Value. Compile and provide sale information to the MN Department of Revenue for State Sales Ratio Studies.

Taxpayer Relations & Communication

A dedicated phone line and email address will be provided and constantly monitored. All taxpayer calls and emails will be returned within a timely manner. Provide information to citizens, land developers, contractors and government officials to keep them informed of assessment policies and procedures. Serve as an expert resource to city staff and citizens regarding all aspects of real property appraisal and property tax assessment.

Parcel Counts

The following parcel count information was obtained from the 2019 Washington County Assessment Report and documentation provided by Mr. Lay.

Agricultural

There are 0 parcels classified as agricultural.

Apartment

There are 0 parcels classified as apartment.

Commercial/Industrial

There are 0 parcels classified as commercial/industrial.

Residential & Season Residential

There are 414 parcels classified as residential or seasonal residential.

Exempt

There are 35 parcels classified as exempt.

Total Parcels

Included in this proposal are a total of **449 parcels**.

* Mobile Homes & Other Personal Property are not included in this proposal

Pricing

This proposal is based on the parcel count and classification information in the preceding section. Changes for the 2021 Assessment will be billed per the Parcel Additions section of this proposal.

Annual Assessment Cost

The proposed annual cost for Assessment Services will be:

Five Thousand Four Hundred Dollars & 0/100
\$5,400.00

New Construction & Building Permits

The annual cost for Building Permits will be based on the following schedule:

<u>Type</u>	<u>Rate per Permit</u>
Apartment/Commercial/Industrial/Exempt	\$30.00
Single-Family Homes	\$20.00
Single-Family Attached (per unit)	\$10.00

Parcel Additions

The annual cost increase for newly created parcels will be \$10.00 per parcel per year.

Payment & Key Date Schedule

While payment and key date schedules are flexible to meet the requirements of the City, the following progression is being proposed for the 2021 Assessment.

Start Date

Services are available to commence on May 1st, 2020 unless a different date is necessary.

Proposed Payment Schedule

The invoice will be provided to the City on or before January 1st each year, payable within 30 days of receipt.

End Date

The annual assessment will be considered complete upon the adjournment of the Birchwood Village Local Board of Appeal and Equalization Meeting.

Chase B. Peloquin, SAMA

29067 Machmeier Ct

Lindstrom, MN 55045
DellwoodAssessor@outlook.com

651-538-6383

- Employment:**
- City Assessor** Dellwood/Marine, MN
City of Dellwood & Marine on St. Croix April 2018 - Present
- Serve as an expert resource to staff and citizens regarding all aspects of real property appraisal and property tax assessment
 - Perform market research by gathering data including actual income information, occupancy levels, rental rates, and capitalization rates to determine potential market performance of properties
 - Effectively identify and evaluate economic trends, market conditions and real estate investments
 - Provide information to citizens, land developers, contractors, government officials and City departments to keep them informed of assessment policies and procedures
- Assistant County Assessor (formerly Commercial Appraiser)** Center City, MN
Chisago County Assessor's Office June 2012 – Present
- Interview, train, supervise and evaluate Sr. Deputy Assessors and Assessment Assistants
 - Appraise commercial, industrial, apartment, and complex special use properties using mass appraisal statistical modeling techniques, direct capitalization and discounted cash flow analysis
 - Develop, maintain and update the mass appraisal valuation model for all properties in the County
 - Negotiate favorable settlements and manage all aspects of countywide tax court petitions
- Field Appraiser** Scandia, MN
Frank Langer – City Assessor (Multiple Cities) June 2009 – May 2015
- Review residential property, collect data on building measurements, cost, building features and neighborhood characteristics
 - Inspect real estate and record characteristics such as type of property, physical condition, structural component, size, nature and type of improvements to establish the value and classification of property
- Sr. Deputy Assessor** Center City, MN
Chisago County Assessor's Office June 2009 – June 2012
- Review residential property, collect data on building measurements, cost, building features and neighborhood characteristics
 - Inspect real estate and record characteristics such as type of property, physical condition, structural component, size, nature and type of improvements to establish the value and classification of property
 - Compile and analyze market sales data to allow reliable estimates of property values
- Field Engineer** Winterhaven, CA
Kiewit Pacific Company – Northwest Division June 2008 – March 2009
- Plan, schedule, supervise and approve work done by contractor and company crews
 - Prepare material takeoffs, estimate costs and purchase materials
 - Coordinate daily construction activities and develop schedules for crews, equipment and materials
- Project Manager** Lindstrom, MN
Custom Fit Homes Inc. December 2005 – June 2008
- Effectively work with contractors, surveyors, architects, engineers and building officials
 - Estimate, contract, manage, budget and supervise all aspects of construction
 - Schedule, coordinate, inspect and approve work done by subcontractor crews
- Education:** **Bachelor of Science Degree** Mankato, MN
Major: **Business Finance** December 2005
Minor: **Business Administration** Cum Laude
Minnesota State University, Mankato College of Business AACSB Accredited

Qualifications of the Assessor

Designation:

Senior Accredited Minnesota Assessor License #3336

Appraisal Education:

Minnesota Association of Assessing Officers:

Residential Appraisal Principles	July 2009
Residential Appraisal Procedures	August 2009
Mass Appraisal Basics	August 2009
Assessment Laws & Procedures	January 2010
Assessment Administration	October 2011
Basic Income Approach to Valuation	October 2011
Minnesota Residential Case Study	April 2012
Oral Interview - MN State Board of Assessors	May 2012
Valuation of Big Box Retail	May 2016
Tax Court - Big Box Symposium	May 2016
Minnesota Income Property Case Study	October 2016

International Association of Assessing Officers:

Income Approach to Valuation	September 2011
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Minnesota Department of Revenue:

Professional Assessment Certification & Education	March 2012
Minnesota Tax Calculation Course	December 2012
Ethics for MN Assessors	August 2015
Professional Assessment Certification & Education	September 2015
Minnesota Tax Calculation Course	December 2016

Kaplan Professional Schools:

National USPAP Update Course	May 2012
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McKissock

Appraisal of Fast Food Facilities	May 2016
Appraisal of Self Storage Facilities	June 2016

Appraisal Institute

A little Value for Everyone (Rounded)	November 2017
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Qualifications of the Assessor (Cont.)

Professional Affiliation:

Member of Minnesota Association of Assessing Officers (MAAO)
Region 3 Tax Court Committee Member Nov 2014 - Present
Region 3 Commercial Industrial Committee Member Nov 2014 - Present

Experience:

City Assessor - Dellwood April 2018 - Present
City Assessor - Marine on St. Croix April 2018 - Present
Assistant County Assessor - Chisago County Feb 2018 - Present
City Assessor - City of Scandia, MN May 2015 - April 2018
Commercial Assessor for Chisago County June 2012 - Feb 2018
Field Appraiser for FXL, Inc. June 2009 - May 2015
Senior Deputy Assessor for Chisago County June 2010 - June 2012
Deputy Assessor for Chisago County June 2009 - June 2010

Education:

Minnesota State University, Mankato

Bachelor of Science - Business Finance December 2005
Minor Business Administration December 2005

Chisago Lakes High School

High School Diploma June 2001

MN State Assessor License

As of November 2016, I have held a **Senior Accredited Minnesota Assessor** designation. This is the highest licensure level of MN real estate assessment and property tax administration granted by the Minnesota State Board of Assessors.

Senior Accredited Minnesota Assessor License Number: 3336



Professional References

The following individuals are available to the City for professional reference purposes.

Joanne Frane

Dellwood City Clerk
111 Wildwood Road
PO Box 775
Willernie, MN 55090
651-429-1356

I have worked with Mrs. Frane since March, 2018 in my capacity as Dellwood City Assessor.

Lynette Peterson

City of Marine on St. Croix City Clerk
Marine on St Croix
Box 250
121 Judd Street
Marine on St Croix, MN 55047
651-433-3636

I have worked with Mrs. Peterson since March, 2018 in my capacity as Marine on St. Croix City Assessor.

**ASSESSOR SEARCH
POSHEK BID**

Pauszek, Inc.
Patrick A. Poshek
1302 S. Everett St.
Stillwater, MN 55082

City of Birchwood
207 Birchwood Avenue
Birchwood MN 55110

September 30th, 2019

Subject: **Proposal for the 2021 Assessment Services**

Dear Birchwood City Council,

Enclosed is my **Proposal for Assessment Services for the City of Birchwood.**

I have served as an Assessor in the area since 1975, demonstrating excellent taxpayer relations, a property assessment that is measured by accountability/accuracy and with open weekend/flexible hours for service.

My experience in the assessment profession and serving as an independent contractor have given me the expertise to provide Birchwood with excellent service. I have enjoyed a good working relationship throughout these years without disruption despite changes in the law, methods of process, community growth and personnel changes at county level.

I should note that if am awarded this contract, I will be doing the field work/inspections and my annual fee would remain the same for 3 years.

I look forward to working with you and the residents as the City Assessor.



Patrick A. Poshek, A.M.A.

Proposal for 2021 Assessment Services



City of Birchwood

September 30, 2019



Pauszek Inc.
Patrick A. Poshek, A.M.A.
1302 South Everett Street
Stillwater, Minnesota 55082
(651) 430-0360

PATRICK A. POSHEK, A.M.A.

Qualifications;

DESIGNATIONS

- Certified Minnesota Assessor designation granted December 7, 1977.
- Accredited Minnesota Assessor designation granted December 18, 1989.

EDUCATION

- Real Estate Education courses: IAAO 2, Income Approach to Valuation; Theory and Techniques of Estimating Value by the Capitalized Earning Approach; Standard on Assessment/Sales Ratio Studies. IAAO 4, Assessment Administration
- University of Minnesota Continuing Educational Courses: Weeks A, B, G, H- C1 Narrative Report Writing-Techniques of Mass Appraisal- Apartment Appraisal Workshop- Case Studies and Problems Related to Assessment of Property- Advanced Workshop Dealing with the Technique of Conducting as Sales Study and Market Analysis Covering Residential, Commercial and Agricultural Properties- Farm Valuation Seminar, Study of Wide Crop Equivalent Rating (CER) Determination and Factors Affecting Its Use- Effective Communication; Dealing with the Public- Expert Testimony; Preparing for Court Proceedings- How to Prepare for a Tax Litigation Case- H.P. 12C; Calculator Workshop- Certified Specialist Workshop, PACE course,
- Small Town Commercial November 3rd & 4th 2004.
- Washington County Computer Assisted Mass Appraisal System (CAMA) training. Ethics course, Reviewing an Appraisal 2013, Valuing Lakeshore, Managing Aggressive Assaultive Behavior, The Art of Negotiations.

WORK EXPERIENCE

- 2018-Present City of Scandia Assessor
- 2004-Present Sr. Deputy Assessor Chisago County
- 1981-Present May Township Assessor
- 1986-2004 Grant City Assessor
- 1986-1997 Oakdale City Assessor
- 1975-1986 Appraiser- Washington County Assessor's Office

PROFESSIONAL AFFILIATION

- Member of the Minnesota Association of Assessing Officers (MAAO)

OFFICE LOCATION AND RECORD MANAGEMENT

- I maintain a private office that is located within my home. Although my office is accessible to the public, I find most meetings for my work are on site, at the taxpayer's property or at City Hall.
- My office has all the necessary equipment needed for excellent information sharing and communications vital for a good assessment service. I have maintained and upgraded my computer equipment to meet the needs and requirements of assessment process. My email address is assessor@gmail.com.
- My phone service consists of one incoming business line, and a voice mail box at Washington County.
- All voice mail left will send me a *voice email* alerting me on my cell phone. I will with every effort respond within less than 4 hours.

RECORD MANAGEMENT

There are two sources where I can obtain information for the taxpayer.

- In my home office all data and characteristics from Washington County's CAMA system is accessible remotely.
- I also have access to the MLS Northstar.

PROPERTY VALUATION

Since 1975, I have maintained an excellent level of assessment and co-efficient of dispersion which is the measure of an accurate and uniform assessment. My assessing background consists of eleven years of employment in the Washington County's Assessor's Office. I then became self employed for eighteen years as an independent local assessor. I have experience valuing a variety of property types in 22 communities in Washington County. These areas include:

- St. Croix River and Lakeshore property
- Upper bracket, custom built homes
- Large agricultural property
- Unique / special use property
- Contaminated property
- Income property including commercial, industrial and apartments

An accurate and uniform assessment begins with current and accurate information on all properties within the jurisdiction. One-fifth or 20% of all properties are to be viewed each assessment year. Market studies which include land sales, improved property sales, new construction sales, land residual / building residual analysis are conducted to complete an assessment each year. Divisions / combinations of tax parcels are to be completed annually. New construction consists of reviewing / reading blueprints, and on-site inspection for work completed as of January 2 of each assessment year. Maintaining good public relations by responding to inquiries both phone and on-site, property tax rebate, tax estimates, and homestead applications are also part of the assessment process.

Appeals / Tax Court - My responsibilities for appeals are informal, and in defense of the assessment at the local board of review. Washington County is responsible for Tax Court appeals in jurisdictions under 30,000 population. It is my experience that the local assessor works closely with Washington County on such appeals.

ASSESSMENT FEES

The length of the proposed contract would be 3 years at a fee of \$5,600.00 per year or \$2,800.00 biannually. The fee for the 2021, 2022, and 2023 assessments will remain the same with no increase.

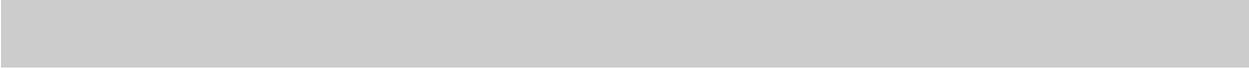
START DATE

Services are available to commence on May 1st, 2020.

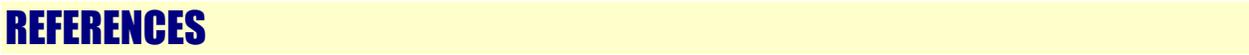
The annual assessment will be considered complete upon the adjournment of the Birchwood Local Board of Appeal and Equalization Meeting.

PAYMENT SCHEDULE

Payments in the amount of \$2,800.00 biannually beginning November 15th, 2020 and after the adjournment of the 2021 Birchwood Local Board of Appeal and Equalization Meeting.



REFERENCES



Upon request

**CITY OF BIRCHWOOD VILLAGE
STATE OF MINNESOTA**

RESOLUTION 2019-23

**A RESOLUTION TO TERMINATE
AGREEMENT FOR ASSESSMENT SERVICES**

WHEREAS, the City of Birchwood Village and Washington County entered into joint agreement on June 14, 2016 for assessment services; and

WHEREAS, the City Council of the City of Birchwood Village now desires to terminate that agreement; and

WHEREAS, Section Five of that joint agreement provides that the agreement may be terminated by either party upon six-month written notice of intent to terminate the agreement; and

WHEREAS, Minnesota Statute 273.072 Subd. 4 also provides that agreements for joint assessment may be terminated on six months notice by either party.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BIRCHWOOD VILLAGE THAT:**

1. The City Council approves the termination of its agreement with Washington County for assessment services, effective May 31, 2020.
2. The City Administrator is directed to notify Washington County of the City Council's intent to terminate the joint agreement for assessment services.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 8th day of October, 2019.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk

PARKS COMMITTEE RECOMMENDATION DEER MANAGEMENT

Birchwood Park and Rec Committee meeting 9/24/19

Called to order at 7:00pm

Members present: Houstoun Clinch, Dave Remely, Judy Walker

Guests: Jonathan Fleck, Steve Schad

Discussed Deer Management meeting from 9/12/19.
Jonathan seemed very supportive of culling deer.
Steve was very opposed to culling deer.

Committee voted to Recommend a survey be taken this winter of the deer population regardless of the decision to cull this year or not.

Committee voted to Recommend culling 6-10 deer this year and reassess the process next spring after a deer count is done based on resident support/request. Maintain about 25 deer in Birchwood.

Committee strongly urges the Council to have Deer Management decisions in place by the August Council meeting each year.

Not sure if there is a meeting next month

Meeting adjourned at 7:59pm

Tobin Lay

From: Houstoun
Sent: Friday, September 27, 2019 1:15 PM
To: Tobin Lay
Subject: Park minutes and Deer recommendation
Attachments: Birchwood neighbor contact list.docx; Untitled attachment 00602.html; Birchwood Deer Hunting Properties.docx; Untitled attachment 00605.html; Park minutes 9_24_19.pdf; Untitled attachment 00608.html; Hunt Rules Birchwood.docx; Untitled attachment 00611.html; Birchwood hunt timelines.docx; Untitled attachment 00614.html; Letter to surrounding neighbors Birchwood.docx; Untitled attachment 00617.html; Birchwood Authorization to Hunt.docx; Untitled attachment 00620.html; Birchwood signage.docx; Untitled attachment 00623.html; Letter requesting to hunt Birchwood.docx; Untitled attachment 00626.html; Birchwood parking permit.docx; Untitled attachment 00629.html; ROE - Birchwood.docx; Untitled attachment 00632.html; Birchwood MBRB Contract .docx; Untitled attachment 00635.html; Birchwood Hunt Map.pdf; Untitled attachment 00638.html

Signed By:

Hi Tobin,

I attached the minutes from the past meeting and all of the info for a proposed Hunt.

I have Dates for the hunt from MBRB if the council agrees to it on 10/8. If not then the city will need to contact Dan Christensen about a new date before the 11/12 meeting.

Short version is we recommend a hunt based on the outpouring of support from the residents of Birchwood.

Some will say that there are no formal complaints or recent car/deer or people/deer incidents. Our response is the overwhelming majority of residents have asked for a hunt. It is better to be proactive and limit the numbers of deer before there is a serious car/deer or person/deer incident. The best way to control disease outbreak is to prevent it by reducing overcrowding.

We recommend removing 6-10 deer this year. Do a survey this winter. Have a target population of around 25 which is 1.5 times the DNR recommended number of deer in Birchwood. Hunt as needed to maintain the target number in the future.

We recommend using the properties contained in area #1 and not #2 due to resident displeasure of hunting.

John Lund has talked to Paul Steinhauser and Paul would like to volunteer his property but my concern would be the deer going onto Mahtomedi property adjacent to Paul's.

Hopefully, Kevin has had a chance to watch the Deer Meeting video. I told Jonathan that I would be sending this to you and that you would forward it out to the council as soon as possible for them to review.

Thanks and let me know if you have any questions.

Houstoun

Birchwood neighbors to contact #1:

Larry and Judy Walker	4020 E. County Line
Wayne Kazmierczak	140 Birchwood Ave
Michael and Sandra Ebbott	160 Birchwood Ave
Travis and Theresa Muench	174 Birchwood Ave
Marc and Kelly Paradise	180 Birchwood Ave
Felicia and Mitch Leammukda	179 Cedar St
Harry and Lois Holmberg	177 Cedar St
James and Joy Hogenson	4000 E. County Line
Debra Mollner	3990 E. County Line
Michael Geiser	103 Cedar St
Dwight and Michelle Dupey	105 Cedar St

Possible contacts #2:

John and Delores Rubbelke	112 Cedar St
Steve and Tracy Schad	130 Cedar St
Kimberly Belisle	3980 E. County Line
Veronica Standish	3876 E. County Line
Jacob Johnston	3874 E. County Line
Derek Huebl	3870 E. County Line
Patricia Jonas	3868 E. County Line
Matthew and Malorie Sanders	3864 E. County Line
Thomas and Susan Heinz	3840 E. County Line
David and Rachael Drew	180 Cedar St
Janice Gilbertson	1 Oakridge Dr
Trilby White and Lisa Rietveld	3 Oakridge Dr
Christopher and Mary Sorenson	5 Oakridge Dr
David and Kristen Jann	7 Oakridge Dr
Jesse and Erica Brodd	3 Oakhill Ct
Kristin Brinkmann	5 Oakhill Ct
Scott and Lisa Wohlwend	7 Oakhill Ct
John and Patricia Elias	9 Oakhill Ct
Bruce Kolinski	12 Oakhill Ct
Anthony and Nicole Byerly	29 Oakridge Dr
David Nietz	31 Oakridge Dr

Birchwood Deer Hunting Properties #1

Nick and Sara Nephew	20 Birchwood Ave
John McCormick and Bridget Sperl	110 Birchwood Ave
Joanne Haus	175 Cedar St
Scott Howe	123 Cedar St
Karen Neihart	121 Cedar St

Possible hunting properties #2

Dale Casper	124 Cedar St
Elmer Weber	176 Cedar St
Sandra Brown (empty lot)	2289 Randy Ave WBL
Steve Dean	3859 E. County Line



City of Birchwood Village, Minnesota - 1,000' Distance from City Parks

CONTRACT FOR GOODS/SERVICES

City of Birchwood (City), a political subdivision of the State of Minnesota is in need of services and/or goods (hereinafter “services) and Metro Bowhunters Resource Base, Inc., 7455 France Avenue South Box #409, Edina, MN 55435 (Contractor) desires to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties enter in to this Contract and agree as follows:

1. TERM. The term of this Contract is from the date of execution by all parties through December 31, 2019, or until all work under this Contract is completed and payments made, which ever occurs first, unless earlier terminated by law or according to the provisions of this Contract.
2. SCOPE OF SERVICES. The City requests and the Contractor agree to provide the services that are attached and incorporated as Exhibit A. If there is a conflict between this Contract and Exhibit A, this Contract shall govern. Services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor’s occupation performing services under similar conditions.
3. PAYMENT. The City agrees to pay for the services, including expenses in an amount not to exceed \$0.00 (Contract Maximum), and in accordance with payment rates or schedule set forth in the Exhibit(s). The City will reimburse MBRB for the cost to list the City as an additional insured party on its insurance policy for these services.
4. CUSTOMER LIAISON. Contractor shall work closely with the City’s liaison, _____, contact number _____.
5. GENERAL CONDITIONS. The General Conditions of this Contract also known as (Named Hunt) Rules are attached and incorporated as Exhibit B.
6. INDEMNIFICATION. Contractor agrees to indemnify and save harmless City of (Name of City) from any and all losses, fines, suits, damages, expenses, claims, demands, and actions of any kind resulting from Contractor’s negligence or alleged negligence.
7. ENTIRE AGREEMENT. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the ____ day of _____, 2019.

METRO BOWHUNTERS RESOURCE BASE

CITY OF _____

By: _____

By: _____

Print Name: _____

Title: _____

Telephone: _____

By: _____

EXHIBIT A

Scope of Services 2019 Deer Management Program

Dated: _____, 2019

Metro Bowhunters Resource Base (MBRB) is to provide hunt management services as delineated below or as would be necessary to help the City achieve its goal of a reduction in deer population while recognizing the need to maintain a high degree of professionalism and sensitivity to public concerns associated with deer hunting.

MBRB Activities:

- Provide a group of MBRB qualified archers
- Provide certificate of liability insurance with the City named as an “additional insured” covering a period from November 1, 2019 through December 31, 2019
- Assist City staff at Hunt Orientation Check-in and Meeting on date to be determined.
- Conduct deer hunting on the following (tentative) dates: November 1-3 and November 22-24.
- Gather hunt data from each participant each day consisting of the number of deer taken by sex and location and the number of unrecovered deer.
- Provide City a verbal report on hunt progress and issues as needed no later than 24 hours following the conclusion of each hunt period.
- Administer hunt in accordance with hunt rules and other procedures necessary for a safe and orderly hunt.
- Assist in tracking and recovery of deer that are reported hit by archers.
- Remove all entrails.
- Facilitate CWD testing on all deer harvested at City’s expense.
- Provide liaison with the City and the Washington County Sheriff’s Department so that there is one point of contact for all hunting activities.
- Report rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to City and Washington County Sheriff’s Department.
- Comply with the Hunt Rules as attached to this document.
- Send final summary report of hunt data to City staff by December 31, 2019.

2019 SPECIAL ARCHERY DEER HUNT RULES

- 1) Deer hunt locations are limited to the areas as identified. Hours are limited to 1/2 hour before dawn and 1/2 hour after dusk.
- 2) Hunts are conducted using sharpshooter status MBRB archers and are held during Friday/Saturday/Sunday on the following dates: **November 1-3 and November 22-24, 2019**. Tree stands can be erected on the preceding Thursday.
- 3) All hunters are selected through the Metro Bowhunters Resource Base (MBRB).
- 4) Hunters must follow all Minnesota DNR laws and all MBRB special rules.
- 5) All hunt periods are only for antler less deer.
- 6) Hunters must carry a hunt authorization letter from the City at all times during hunt.
- 7) Hunt areas are not closed to the public during the hunt. All incidents of trespass on private property should be reported to the MBRB hunt coordinator who will contact the Washington County Sheriff.
- 8) All archers must hunt from elevated stands. Only TMA approved stands/ steps are acceptable. Use of any homemade stands/steps is prohibited for safety reasons.
- 9) Hunters must have a flashlight and a warning whistle within easy reach during entry, egress, and while on stand. A cell phone is also recommended.
- 10) A five-point fall restraint harness is required to be used by hunters at all times while on stand.
- 11) Only buckthorn can be cut for shooting lanes.
- 12) Stands can only be up during the designated hunt periods and must be removed from the area at the completion of each hunt by one (1) hour after legal shooting time on the Sunday evenings of each hunt period.
- 13) Archers are to obey hunt boundaries shown on the map.
- 14) Archers must park in designated areas only.
- 15) Cars must have a City supplied parking permit properly displayed.
- 16) Only deer may be taken during special hunts.
- 17) All entrails must be removed.
- 18) Birchwood will pay for all deer to be tested for CWD.
- 19) Hunters must log in and out of the hunt areas each time they leave. The MBRB Hunt Coordinator will provide a log in sheet at an appropriate location.
- 20) Archers cannot track deer outside of hunt boundaries. Hunters must contact the MBRB hunt coordinator if deer retrieval is required outside of hunt boundaries. The

hunt coordinator will make arrangements for sheriff escort, or obtain landowner permission before tracking deer onto adjacent properties.

- 21) Additional restrictions may be added at the required orientation meeting.
- 22) Hunters should immediately report any incidents to the MBRB hunt coordinator.
- 23) Hunters are directed **not** to speak to any protestors or news media. These incidents are to be reported to the MBRB hunt coordinator immediately. The MBRB hunt coordinator will contact the appropriate City staff and/or the Sheriff who will handle any communication needed.
- 24) Washington County Sheriff's Department should be contacted immediately in the case of accidents.
- 25) Failure to follow rules will lead to removal from hunt.

CITY OF BIRCHWOOD

Tobin Lay
207 Birchwood Ave
Cell:
Office: 651-426-3403

METRO BOWHUNTERS RESOURCE BASE:

Joe Palen
MBRB
Cell: 612-889-5692

Washington County Sheriff's Office Emergency Telephone Number: 911

Washington County Dispatch: 651-439-9381

Time line for Deer Culling in Birchwood

Depending on the actions of the council on 10/8 there are 3 timelines.

If the council moves forward with culling on 10/8 then:

1. 10/9 send out letter to selected residents to request permission to hunt on their property on 11/1-3 and 11/22-24.
2. 10/9 send out letter to neighboring residents notifying them the culling will be taking place on 11/1-3 and 11/22-24.
3. 1 week prior to first hunt date have meeting between city and MBRB to finalize any details. Be sure MBRB and city have notified Washington County Sheriff about the hunt. Distribute authorizations to hunt and parking permits to selected hunters.
4. 1 day prior to first hunt post signs on private property of upcoming hunt. Have hunters set up deer stands.
5. First day of hunt, be available if issues arise.
6. Post hunt reimburse MBRB for CWD testing and review MBRB statistics.
7. 11/1 send out letter to neighboring residents notifying them the culling will be taking place on 11/22-24.
8. 1 week prior to second hunt date have meeting between city and MBRB to finalize any details. Be sure MBRB and city have notified Washington County Sheriff about the hunt. Distribute authorizations to hunt and parking permits to selected hunters.
9. 1 day prior to first hunt post signs on private property of upcoming hunt. Have hunters set up deer stands.
10. First day of hunt, be available if issues arise.
11. Post hunt reimburse MBRB for CWD testing and review MBRB statistics.

If the council moves forward with culling on 11/12 then:

1. 11/13 send out letter to selected residents to request permission to hunt on their property on Dec xx
2. 2 weeks prior to hunt date send out letter to neighboring residents notifying them the culling will be taking place on Dec xx.
3. 1 week prior to hunt date have meeting between city and MBRB to finalize any details. Be sure MBRB and city have notified Washington County Sheriff about the hunt. Distribute authorizations to hunt and parking permits to selected hunters.
4. 1 day prior to hunt post signs on private property of upcoming hunt. Have hunters set up deer stands.
5. First day of hunt, be available if issues arise.
6. Post hunt reimburse MBRB for CWD testing and review MBRB statistics.

If the council does not move forward with culling then all the information is organized for the next time the council wants to revisit the topic.

October xx, 2019

RE: 2019 DEER HUNT

Dear Resident:

The City of Birchwood Village City Council has entered into an agreement with the Metro Bowhunters Resource Board (MBRB) for the purposes of conducting a deer hunt to reduce the number of deer in the City of Birchwood. The purpose of removing the deer is to minimize damage to private property, vehicle accidents and the likelihood of contracting Lyme disease through deer ticks. This program operates at no expense to you or to the City. This year there will be one hunt weekend.

We are requesting permission to allow the MBRB to enter onto your property for the purposes of conducting the deer hunt. The hunts are coordinated by the City in conjunction with the MBRB, and the experienced hunters must be registered with them, as well as attend an orientation prior to the hunt. Deer stands are allowed to be set up on the Thursday preceding the hunt, and must be taken down Sunday of the hunt period. Hunting is allowed on Friday, Saturday, and Sunday (see the rules for all this type information).

Hopefully, you will see the benefit and assist us in this endeavor this year. I have included a Right-of-Entry form for you to sign and return to me, along with a copy of the 2019 Special Archery Deer Hunt Rules. Upon our receipt of the Right-of-Entry form, a signed copy will be returned to you for your records.

Should you have any questions, please feel free to contact me directly at 651-426-3403. We would appreciate your response as soon as possible.

Sincerely,

Tobin Lay
Birchwood City Clerk

Encl:

October xx, 2019

Dear Residents:

The City has been receiving complaints regarding the growing deer population within our community. The primary homeowner complaint involves the damage caused by deer destroying gardens, yards, and landscaped areas.

In response to these complaints, the city has contracted with the Metro Bowhunters Resource Base (MBRB) to conduct a controlled deer hunt to assist in reducing the deer population. There is no cost to the City. The objective of the deer hunt is to reduce damage to private property, reduce the occurrence of vehicle accidents involving deer and to reduce the likelihood of contracting Lyme disease through deer ticks.

The Birchwood City Council approved this year's hunt on October 8, 2019, in effect approving an exemption to the City Code Section 609.020 (unlawful to hunt within city boundaries) to the MBRB for this hunt. We are NOT requesting permission to hunt on your private property – we are notifying you the hunt will take place and would like to assure you the MBRB bow hunters will only hunt on property in which we have already obtained written permission by the property owner(s).

The hunt will take place the following weekend: December xx. The hunters will be setting up their tree stands on the Thursday PRIOR to the hunt weekend, however, no hunting will be allowed until Friday. A map is included to show where these hunt areas are located.

We would like to request your cooperation in being aware of the hunt and refraining from entering any of the hunt areas whenever possible, during the identified weekend. Should you have any questions regarding this program, please feel free to contact me directly at 651-426-3403.

Sincerely,

Tobin Lay
Birchwood City Clerk

Encl: Map of Hunt Area

Birchwood Village Authorization to Hunt

City of Birchwood Village authorizes _____ to be bow hunting with the MBRB within the designated areas of Birchwood from November 1, 2019 until November 3, 2019.

Any questions or concerns should be directed to:

Tobin Lay
City of Birchwood Clerk
651 xxx xxxx

Joe Palen
MBRB
Cell: 612-889-5692

Village of Birchwood Parking Permit

This vehicle is permitted to be parking on _____ street _____ from December X, 2019 to December X, 2019.

Questions, please contact:

Tobin Lay
Birchwood city Clerk
651-xxx-xxxx

City of Birchwood Village Deer hunt in progress on private property November 1-3, 2019 and November 22-4, 2019.

Please be aware and do not enter private property.

Trespassing will reported to the Washington County Sheriff's Department.

RIGHT-OF-ENTRY

Homeowner:

Address/Legal Description:

The City of Birchwood Village and the undersigned, hereinafter called the "Homeowner", hereby agree as follows:

1) Right to Enter Property

Upon execution of this agreement, the City or its agents may enter onto the lot(s) of the Homeowner for the purpose of conducting a deer hunt to reduce the number of deer in the area.

2) No Waiver of Damage Claims by Owner

Homeowner does not waive any claim he/she may have for damages arising from the activity of the City of Birchwood Village or its agents on said land, in the exercise of rights under this Right-of-Entry Agreement.

3) Other Agreements:

The City of Birchwood Village, and any hunter as authorized by the Metro Bowhunters Resource Base shall indemnify and hold harmless the Homeowner for any liability or claim associated with the deer hunting program.

This agreement shall expire **December 31, 2019**.

_____ Date:_____

_____ Date:_____

Tobin Lay

Birchwood City Clerk

**BDA DOCK PERMIT
APPLICATION REVIEW**

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

Date: **9-28-2019**

Beach Association Name: ***Birchwood Dock Association***

Beach Association Contact Person: ***David Heiden***

Phone #: ***651-343-4940***

Beach Association Officers:

President: ***David Heiden*** Phone # ***651-343-4940***

Vice President: ***Dana Klimp*** Phone # ***651-653-1184***

Secretary: ***Alicia Jackola*** Phone # ***612-214-3816***

Treasurer: ***Lynn Hanson*** Phone # ***651-246-0848***

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

Amount of Association Dues: ***\$35 - \$750***

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. **None**
(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.
- 7. Boat Slip Years Used**

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? ___ ___ YES ___X___ NO

Birchwood Dock Membership

<u>First Name</u>	<u>Last Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
John & Martha	Arlandson	19 Oakridge Dr.	Birchwood	MN	55110
Houston	Clinch	164 Wildwood Ave.	Birchwood	MN	55110
Dan & Lianna	Colestock	265 Cedar St.	Birchwood	MN	55110
Sandy & Claudio	Danus	430 Wildwood Ave.	Birchwood	MN	55110
John	Elias	9 Oakhill Ct.	Birchwood	MN	55110
Randy & Jackie	Felt	286 Jay St.	Birchwood	MN	55110
Stephen & Nancy	Ferry	191 Wildwood Ave.	Birchwood	MN	55110
Jerilyn	Gluck	146 Wildwood Ave.	Birchwood	MN	55110
Mark & Jill	Greseth	214 Wildwood Ave.	Birchwood	MN	55110
Lynn & Dyanne	Hanson	700 Hall Ave.	Birchwood	MN	55110
David & Steph	Heiden	242 Wildwood	Birchwood	MN	55110
Andrew & Alicia	Jackola	15 Oakridge Drive	Birchwood	MN	55110
Dana & Lori	Klimp	414 Birchwood Ct	Birchwood	MN	55110
Jody	Lallak	112 Wildwood Ave.	Birchwood	MN	55110
Roger & Donna	Madison	158 Wildwood Ave.	Birchwood	MN	55110
Ron	Malles	420 Wildwood Ave.	Birchwood	MN	55110
Alan	Mitchell	23 Oakridge Dr.	Birchwood	MN	55110
Charles	Moore	421 Birchwood Court	Birchwood	MN	55110
Marc & Kelly	Paradise	180 Birchwood Ave.	Birchwood	MN	55110
Devon & Arika	Quick	176 Wildwood	Birchwood	MN	55110
Urho & Pam	Rahkola	545 Wildwood Ave.	Birchwood	MN	55110
Megan	Schauhausen	240 Wildwood Ave	Birchwood	MN	55110
Maureen	Seibert	425 Birchwood Court	Birchwood	MN	55110
Mary Sue	Simmons	418 Birchwood Ct.	Birchwood	MN	55110
Chris	Sorenson	5 Oakridge Dr.	Birchwood	MN	55110
Paul & Meryl	Steinhauser	600 Birchwood Ave.	Birchwood	MN	55110
Phil	Sutherland	106 Wildwood Ave	Birchwood	MN	55110
John & Nettie	Warner	432 Birchwood Ct.	Birchwood	MN	55110
Dan & Melissa	Werra	369 Wildwood Ave	Birchwood	MN	55110

Birchwood Dock Association Officers - 2020

President

David Heiden
242 Wildwood Ave 651-399-1436 david.m.heiden@gmail.com

Vice President

Dana Klimp
414 Birchwood Ct. 651-653-1184 danaklimp@comcast.net

Treasurer

Lynn Hanson
700 Hall Ave. 612-209-3055 lhanson54@comcast.net

Secretary

Alicia Jackola
15 Oakridge Drive 612-214-3816 aliciajackola@hotmail.com

Member at Large

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

Complaint Managers

David Heiden 651-399-1436
Dana Klimp 651-653-1184

2019 Spring Meeting 4/20/2019 Treasures Report

8-Sep	Balance Fall Meeting 2018		11,032.43	9/8/2018 Balance
7-Nov Miller Mobile Marine - Dock install				
Deposits	\$	(2,885.00)	\$	8,147.43
Slip Fee Refunds	\$	23,000.00	\$	31,147.43
Supplies and Fee's	\$	(300.00)	\$	30,847.43
27-Feb Insurance	\$	(66.72)	\$	30,780.71
	\$	(2,241.12)	\$	28,539.59
20-Apr	Balance Spring Meeting 2019		\$	28,539.59
Wait List Deposits Held 17 at \$200	\$	(3,400.00)	\$	25,139.59
City 2019 Slip Fee's 19 at \$750	\$	(14,250.00)	\$	10,889.59
City 2019 Slip Fee's 1 at \$750	\$	(750.00)	\$	10,139.59
Dock in/out	\$	(6,000.00)	\$	4,139.59
			\$	4,139.59

2019 Fall Meeting 9/7/2019 Treasures Report

20-Apr	Balance Spring Meeting 4-20-2019		\$	28,539.59	4-20-2019 Balance
City of Birchwood - Slip Fee	\$	(15,000.00)	\$	13,539.59	
Deposit	\$	4,505.00	\$	18,044.59	
Refunds - Wait List, Slip Cancellations	\$	(1,400.00)	\$	16,644.59	
Expenses / Fee's	\$	(2,910.00)	\$	13,734.59	
7-Sep	Balance Fall Meeting 2019		\$	13,734.59	9-7-2019 Balance
Miller Mobile Marine - Dock Out	\$	(3,000.00)	\$	10,734.59	
Insurance - February 2020	\$	(2,400.00)	\$	8,334.59	
WBLCD - February	\$	(780.00)	\$	7,554.59	
Wait List Deposits Held - 11 @ \$200	\$	(2,200.00)	\$	5,354.59	
			\$	5,354.59	
			\$	5,354.59	
			\$	5,354.59	

Spring Meeting 4-20-2019
Approved Budget - 2020 - City Fee \$750

Annual		Dues		City	
Non Slip	Dock Slip Fee	Dock & Slip Fee	Slip/Storage Fee		
\$ 35.00	\$ 1,300	\$ 1,300.00	\$ 750		
Dock - Boats					
Applied for	Slips used 2019				
Ash - 8	6	\$ 180.00	2011 Slip Fee's	\$ 685.00	\$ 985.00
Birch - 10	8	\$ 300.00	2012 Slip Fee's	\$ 685.00	\$ 985.00
Elm - 6	4	\$ 60.00	2013 Slip Fee's	\$ 650.00	\$ 950.00
Dellwood - 8	7	\$ 240.00	2014 Slip Fee's	\$ 650.00	\$ 950.00
Kay - 0			2015 Slip Fee's	\$ 650.00	\$ 950.00
32 Boats	25	\$ 780.00	2016 Slip Fee's	\$ 650.00	\$ 950.00
			2017 Slip Fee's	\$ 650.00	\$ 950.00
			2018 Slip Fee's	\$ 1,300.00	\$ 1,300.00
			2019 Slip Fee's	\$ 1,300.00	\$ 1,300.00

City Revenue	
City Dock Fee	\$ 13,000
City Slip Fee \$650	\$ 2,000
Storage \$100	\$ 15,000
City Revenue	\$ 30,000

Assoc. Expenses	
WBLCD - Docks - 25 Boats	\$ 780
City Dock Application Fee	\$ 2,400
Insurance	\$ 6,000
Dock & Lifts in / out	\$ 1,500
Dock Purchase Funding	\$ 15,000
City Slip/Storage Fee's	\$ 220
Office Supplies - Postage	\$ 150
Dock Maint. / Misc.	\$ 26,050
Assoc. Expenses	\$ 26,050

Assoc. Revenue	
Dock Only Dues Slip Fee's	\$ 26,000
Assoc. Revenue	\$ 26,000
Assoc. Expenses	\$ 26,050
Budget Balance	\$ (50)

Deck Replacement Estimates		Total Ln. Ft.
Aluminum Decking 460' (416' + sh		460
Patriot 4x4x2" = \$164	\$ 178.00	sections
Home Depot = \$167	\$ 20,470.00	\$ 165 + tax
Vibo Marine = \$160	\$ 20,470.00	\$ 3,500.00
	\$ 20,470.00	\$ 1,000.00
	\$ 20,470.00	\$ 1,500.00
		6 Years
		20 Years
		14 Years

BDA Fall Meeting

September 7, 2019 Village Hall

President Churchill opened the meeting at 9:30 am.

Minutes of April 20, 2019 were approved.

Updates

Dock placement for next year - the permit applications for Birchwood and the WBLCD will be completed and submitted to the Council later this month. It will be the same as last season's.

Jerry Carlson noted that the placement of the Dellwood dock will be corrected next year. Lynn Hanson will help. Dellwood is wobbly at end and could be shortened and made safer. Deep water and alignment may have caused the wobble.

Lynn Hanson will do a topographical drawing and monitor water level and water line for next year.

All lifts will be measured again to see how they will fit within dock limits next year.

Ash dock may need repairs. Decking on all docks will be checked when docks are installed next Spring for stability.

Treasurer Report (attached)

The fee for a boat slips next year will be \$1300. \$750 of that goes to the Village and includes lift storage.

The budget was voted on and approved by members.

Boat Slips

Two spots remain open at the Dellwood dock and one is open at Ash.

It was suggested that placement of jet skis might work close to shore at Dellwood next season.

Officers for 2020

President	David Heiden
Vice President	Dana Klimp
Treasurer	Lynn Hanson
Secretary	Alicia Jackola

Dock Out Date

Chris Churchill will notify boat slip holders of the dock out date and when they should have their boats removed from the lake.

Closing Notes

Outgoing officers Churchill and Simmons were thanked for their service.

Dock managers will need to be identified at the spring 2020 meeting.

The BDA will look at communication opportunities to invite residents to join the association.

Folks at the meeting: Chris Churchill, Dana Klimp, Lori Klimp, Lynn Hanson, Dyanne Hanson, Al Mitchel, John Elias, Mr. and Mrs. Standish, Randy Felt, Arlandson, Jerry Carlson, Jackie Carlson, Richard Galena

BDA Spring Meeting

April 20, 2019 Village Hall

President Chris Churchill convened the meeting at 9:00 am.

Minutes of Fall 2018 meeting approved.

Update:

19 boat slips have been taken for this season. 4 remain open: 3 at Dellwood and 1 at Ash. One additional pontoon added to Birch. Next season, the BDA may request the use of a tenth slip.

Due dates for full boat slip payment were discussed.

Motion: Boat payments of the \$750 City fee must be paid in full at the annual fall BDA meeting; the balance of the payment is due by Dec, 15 or by the required ordinance date.

Motion made by Clinch/Klump and passed unanimously.

Treasurer Report

BDA has a current balance of \$4,339.59. Ash dock needs replacing. Discussion of price – cedar vs, aluminum decking.

Boat Slips

Chris distributed a spreadsheet of each dock and the names of slip holders at each dock. He suggested that these folks place their names on their lifts to ease lift placement when the dock goes in.

Lake Tract Dock Managers identified:

Ash	Heiden
Elm	Klump
Dellwood	Arlanson
Birch	Danus

Managers monitor dock condition, debris on tract, layout for dock installation, problems on boats.

Dock Install date: Chris will send an email to slip holders as soon as he is notified by Miller Co. of their date for putting in our docks.

General Discussion

2

Members discussed possibilities for encouraging a sense of community among the docks: social gatherings, a newsletter, an info flyer for new residents. Flyer could be distributed in Birchwood newsletter, sent to online resident email roster.

Email the meeting minutes to members.

Residents should be reminded that in order to have a vote at BDA meetings, they need to join by paying the \$35 membership fee.

It was noted that current officers need to be replaced and newer members will be asked to step up to serve the association if it is to remain viable.

Submitted by Mary Sue Simmons, Secretary

Spring Mtg 2019

Please Sign In

Name	Street Address	E-mail for Dock notices - optional
Pam - URHO RAHKOLA	545 WILLOWOOD AVE	rahkolo.urho@comcast.net
John + Pat Elias	9 Oakhill Ct	eliaspj@yahoo.com
Jody Lallak	112 Wildwood Ave	jl.lallak@gmail.com
Charles Moore	421 Birchwood Courts	
Claudio, Sam, Mary	430 Wildwood	Denusiuk@vsfaw
Andrew & Alicia Jackola	15 Oakridge Dr	aliciajackola@hotmail.com
DICK GALANT	217 Wildwood	R56ALANT@GALANT
Devon Quick	176 Wildwood Ave	Macnabbarts@gmail.com
Jerry & Jackie Carlson	409 Lake	lcehomescorp@gmail.com
ROY MALLIS	420 WILDWOOD	MALLISROY@GMAIL
ALL OFFICERS		

Slip Assignments 2020

Updated 9-21-2019

2019				Fall 2019	
Status	Name	Address	Current Season (of 6)		
Ash					
1	assigned	Roger Madison	158 Wildwood Ave	3	
2	assigned	Dan & Lianna Colestock	265 Cedar	2.3	
3	assigned	Chris Sorenson	5 Oakridge Dr.	3	
4	assigned	Jody Lallak	112 Wildwood Ave	1.5	
5	assigned	Steph and David Heiden	242 Wildwood Ave	4	
6	open				
Birch					
1	assigned	Houstoun Clinch	164 Wildwood Ave	4	
2	assigned	Lynn Hanson	700 Hall Ave	1	
3	assigned	Troy Morehead	505 Wildwood Ave	1	
4	assigned	Devon & Arika Quick	176 Wildwood	3	
5	assigned	Mark & Jill Greseth	214 Wildwood Ave	2.6	
6	assigned	Claudio Danus	430 Wildwood Ave	2.6	
7	assigned	Andrew & Alicia Jackola	15 Oakridge Drive	1	
8	assigned	Marc & Kelly Paradise	180 Birchwood Ave	3	
Dellwood					
1	assigned	Randy Felt	286 Jay Street	3	
2	assigned	Megan Schaffhausen	240 Wildwood Ave	1	
3	assigned	Paul Steinhauser	600 Birchwood Ave	3	
4	assigned	Veronica Standish	3876 E. County Line Rd	0.7	
5	open				
6	open				
7	open				
Elm					
1	assigned	John Elias	9 Oakhill Ct	3	
2	assigned	Dana & Lori Klimp	414 Birchwood Cts	3	
		4	20	Spaces used in 2019	
		Open for 2020			
7-Sep	Withdrew	John Arlandson	19 Oakridge Dr	2.6	

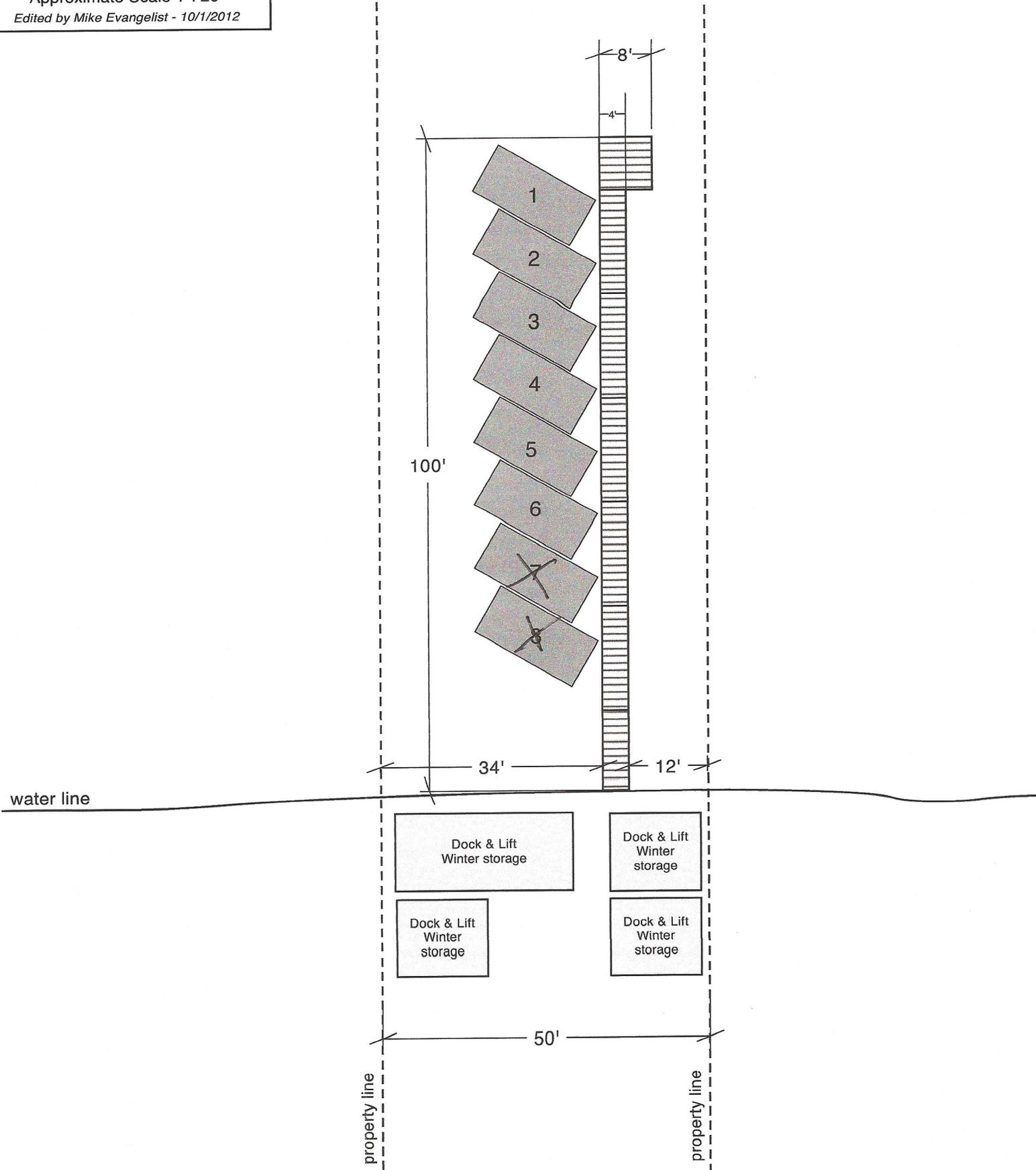
Boat Slip Wait List - updated October 1, 2019

<u>Position</u>	<u>Name</u>	<u>Address</u>
1	Laura Manske	706 Birchwood Ave
2	John McCormick	110 Birchwood Ave
3	Jason Tell	697 Hall Ave
4	Phil Sutherland	106 Wildwood Ave
5	Tami Heart	506 Wildwood Avenue
6	Aaron Will & Tara Fernholz	212 Birch St
7	Nich & Sara Nephew	20 Birchwood Ave
8	Curt Schuler	22 Oakridge Dr
9	David Howard	426 Birchwood Ct.
10	John Warner	432 Birchwood Ct.
11	Stephen & Nancy Standish	112 Cedar St.

Ash Beach

Approximate Scale 1" = 20'

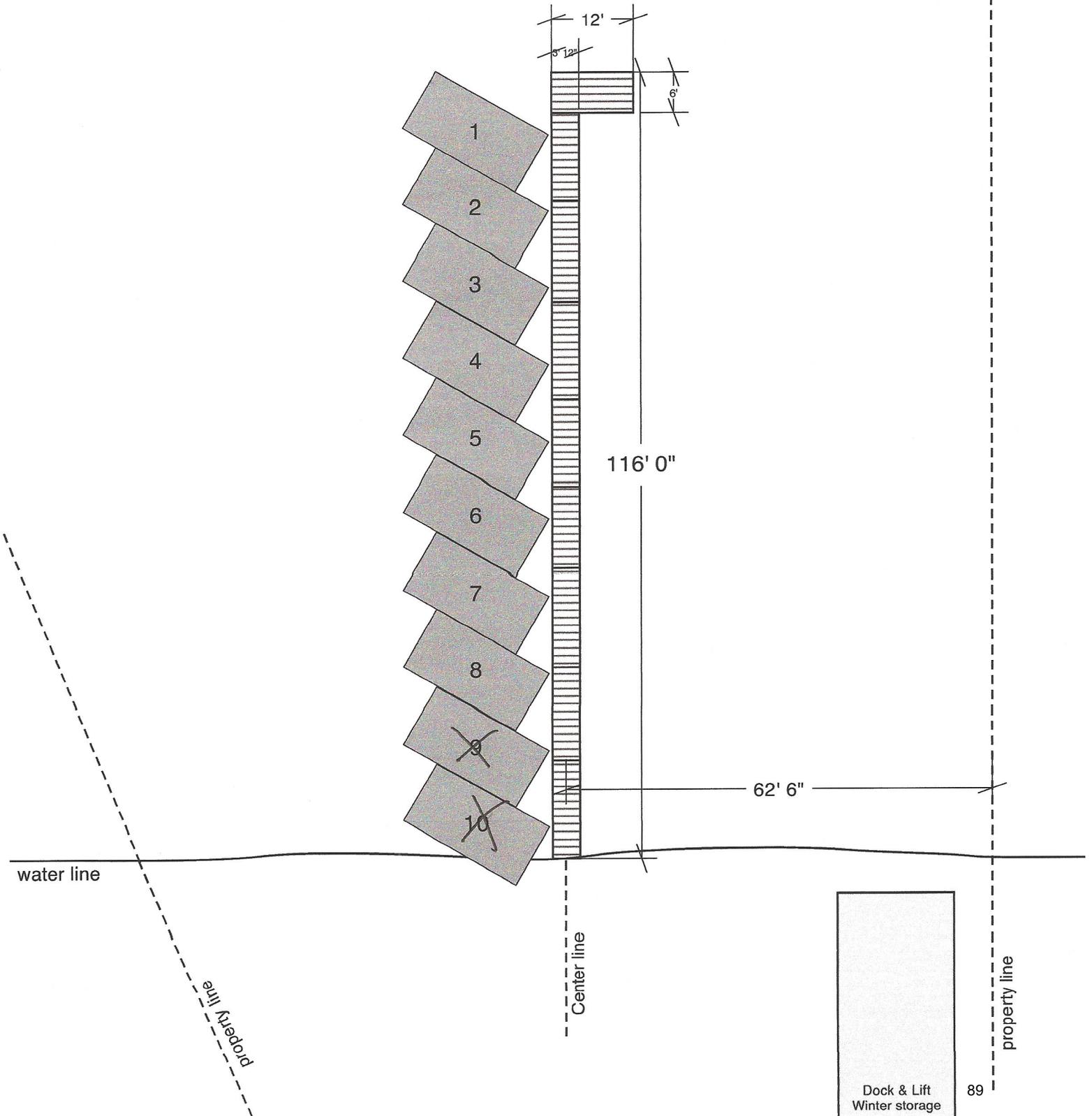
Edited by Mike Evangelist - 10/1/2012



Birch Beach

Approximate Scale 1" = 20'

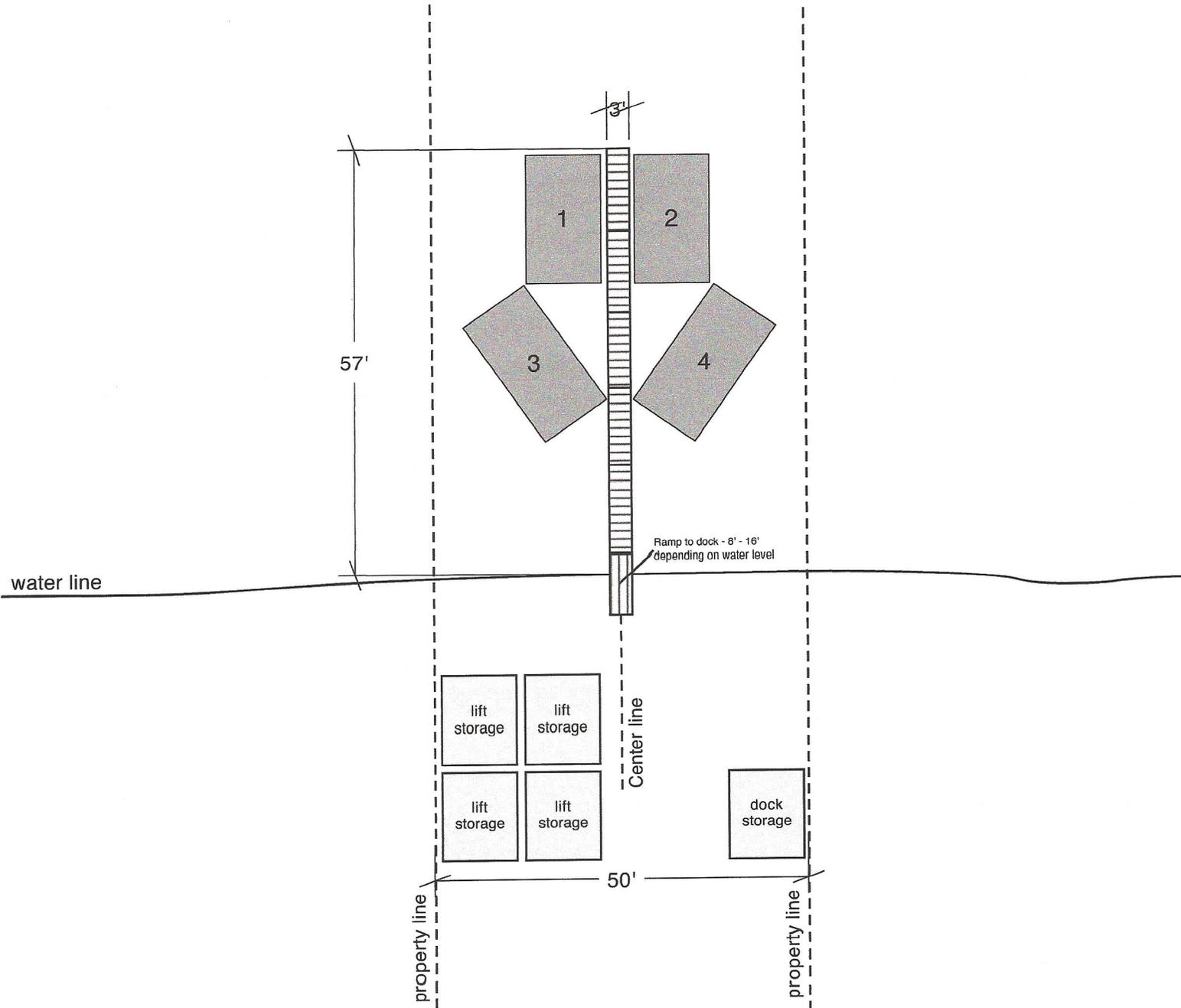
Edited by Mike Evangelist - 8/25/2012



Elm Beach

Approximate Scale 1" = 20'

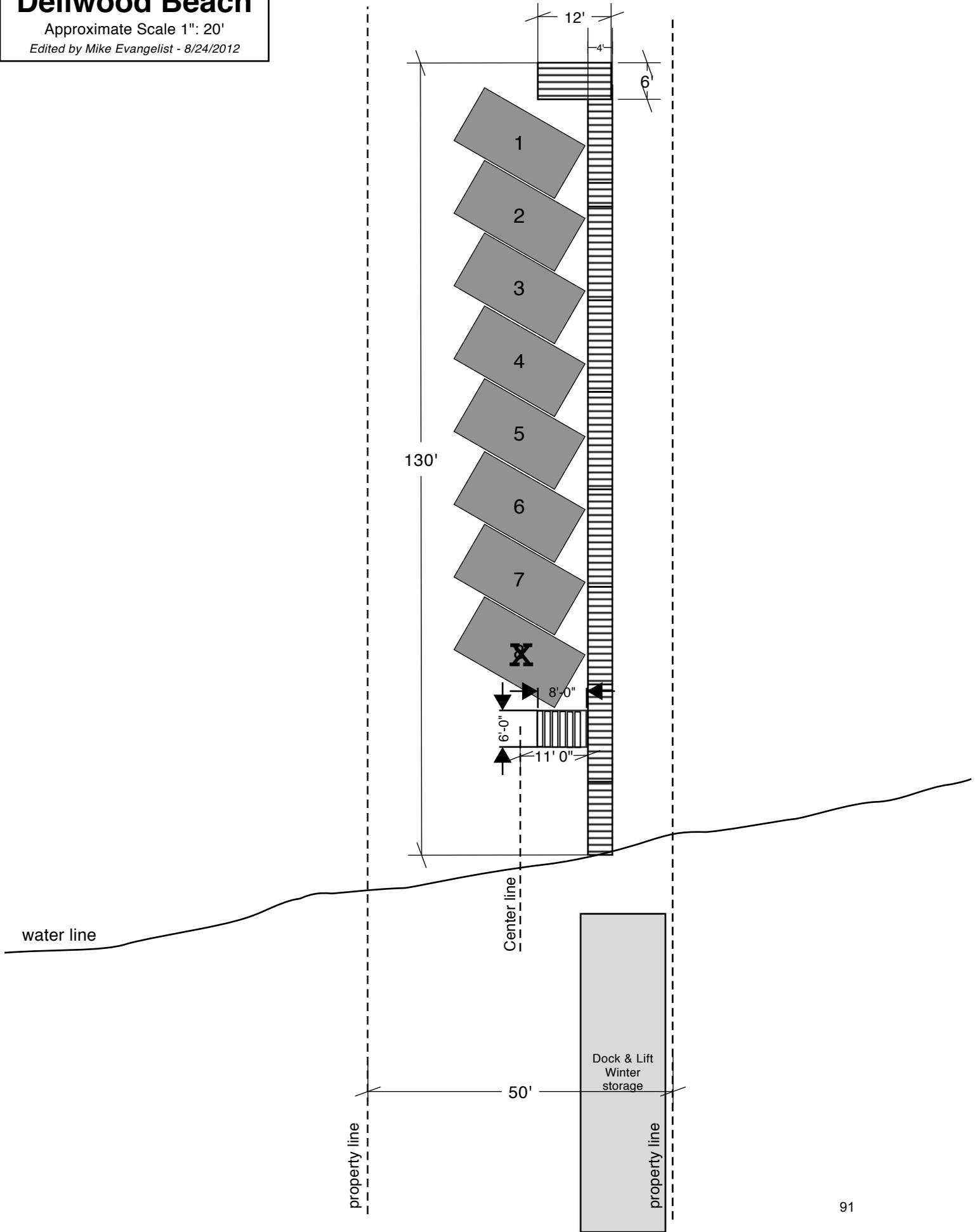
Edited by Mike Evangelist - 10/1/2012



Dellwood Beach

Approximate Scale 1": 20'

Edited by Mike Evangelist - 8/24/2012



CONTRACT FOR DOCK MANAGEMENT

This Contract, made and entered into this 8th day of October 2019, by and between The City of Birchwood Village (hereinafter referred to as the “City”), a municipal corporation organized under the laws of the state of Minnesota with offices at, 207 Birchwood Ave, Birchwood, MN 55110, and The Birchwood Dock Association (hereinafter referred to as the “Contractor”), a Minnesota corporation, with offices at 242 Wildwood Avenue, Birchwood, MN 55110.

WHEREAS, the City has exclusive jurisdiction of and to its shore-land public easements abutting White Bear Lake and,

WHEREAS, the City manages those easements in the interest of the public and specifically to provide bathing and boating access to White Bear Lake and,

WHEREAS, the City has adopted in its Municipal Code, Chapter 617, a local Ordinance guiding the management of those easements abutting White Bear Lake and,

WHEREAS, the City has the authority, pursuant to Chapter 617, to contract with a third party vendor to prosecute the management of the easements abutting White Bear Lake including but not limited to the management of docks that are placed on said easements and,

WHEREAS, the Contractor was organized specifically to manage the docks that are placed on the public easements abutting White Bear Lake and,

WHEREAS, both parties believe it is in their mutual and best interest to enter into agreement for the provisions of dock management at the City’s designated public lake tracts 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 The City of Birchwood Village, and the Birchwood Dock Association.
- 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 October 31st, 2020. This contract may be renewed after expiration of the initial term upon agreement of the parties.
 - 3.1 Equipment Provided.** The Contractor shall provide all equipment necessary to administer the contract without contribution by City in any way except by special agreement in writing.
 - 3.2 Storage.** The Contractor is responsible for providing for storage of its materials except that the City shall provide a location onsite that is accessible to the Contractor for storage

of the docks and boat lifts when off-season and not installed during the boating season, nominally from October to May.

3.3 Direction. Deployment of resources will be at the sole discretion of the Contractor so long as consistent with the requirement of Chapter 617 of the Birchwood Village City Code.

3.4 Remuneration. The Contractor shall be charged at the following rate:

3.4.1 \$750 (\$650 per slip permitted plus \$100 per stored boat lift) payable in full by April 1 of the boating season. In the event of low water, the fee shall be at least the fee amount multiplied by the number of boat slip users at the end of the previous boating season or the number of boat slip users for the following boating season, whichever is greater.

4. Performance Standards and Operation

4.1 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 who are responsible for the damages.

4.2 Customer Notice. The Contractor shall be responsible for advising and monitoring individual slip holders regarding their duty to safeguard their personal property from damage.

4.3 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 and the City shall not be held responsible for injury or death of Contractor personnel.

4.4 Applicable Regulations. The Contractor shall comply with all applicable ordinances of the City and with all laws and rules of the County, the State of Minnesota and its agencies relating to the management of the docks. The full text of Ordinance 617 is attached hereto as Exhibit A and incorporated by reference. Any terms that conflict shall be resolved in favor of the meaning and intent of the Ordinance.

4.5 Licenses. The Contractor shall maintain always all licenses required by state, county, and local government for the services, including proper licensing for all personnel employed or contracted by the Contractor.

4.6 Complaints. Complaint procedure is addressed by the City Code, Section 617.460 and the Contractor shall establish and maintain an office with supervision and a telephone number for 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.

5. **Contact Person.** It is expected that the City’s primary contact with the Contractor shall occur via its president. In the event that s/he is known or expected to be unavailable to accept communications from the City, then the Contractor shall provide an alternative contact person’s name and phone number for such purposes.
6. **Payment.** For complete and satisfactory performance of the duties and actions assigned to the Contractor within this agreement, the Contractor is permitted to collect additional fees of slip holders as determined by the Contractor.
7. **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. 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 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 City’s employees, if any.
8. **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 Contractor:	To the Owner:
BDA (Auth. Agent) 242 Wildwood Avenue Birchwood, MN 55110	City Administrator City of Birchwood Village 207 Birchwood Avenue Birchwood, MN 55110 Phone: 651-426-3403

9. **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 Comm. Liability: \$2,000,000/\$2,000,000
 - Worker’s Comp (if applicable): Per Statute or \$500,000 per injury, whichever is greater

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 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.

- 10. Indemnity.** The Parties agree to defend, indemnify and hold harmless each other, their agents, officers, and employees from any and all demands, 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 including loss of use from any cause whatsoever, which may be asserted against the Party on account of any act or omission, including negligence of the Party or the Party's employees or agents, in connection with their performance. The Parties agree to defend any action brought against the other on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith. Contractor shall provide for the City to be named as an additional insured on its Declarations Page and provide the same to the City within 14 days of this Agreement being fully-executed. Additionally, Contractor shall ensure that any Cancellations or changes of Endorsement communications are copied to City during the active terms of the Agreement
- 11. 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.
- 12. 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.
- 13. 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 non-prevailing party.
- 14. 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.
- 15. Non-Conforming Services.** The acceptance by the City of any services non-conforming with the terms of this agreement or the foregoing by the City of any rights or remedies it is entitled to under the terms of this agreement shall not constitute a waiver of the City's rights to conforming services or any such rights or remedies in respect to any subsequent breach or default of the terms

of this agreement. The rights and remedies of the City provided or referred to under the terms of the agreement will be cumulative and not mutually exclusive.

16. 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 4 and the indemnity obligations of the Contractor under Paragraph 10. 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. The Contractor may terminate this Agreement at anytime in writing if the City fails to perform any of its requirements within this Agreement upon written notice of same.

16.1. Condition Upon Termination. Upon termination of this Agreement the Contractor shall vacate entirely, leaving no equipment or storage not otherwise agreed between the parties and agree to return premises, including all city-owned equipment, to the City in the same condition and repair as it was upon occupancy, except for reasonable wear and tear, but not including breakage or damage caused by the Contractor's actions or inaction.

17. 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.

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

City of Birchwood Village

By: _____
Tobin Lay, Administrator

Dated: _____

By: _____
Mary Wingfield, Mayor

Dated: _____

Birchwood Dock Association

By: _____
David Heiden, President

Dated: _____

BDA 2020 WBLCD APPLICATION

***Birchwood Dock Association
2020
Boating Season
WBLCD
Application Fee***

<u>Lake Tract - Boats</u>	<u>Dock</u>	<u>Add. Boats \$50</u>	<u>Shore Ramps \$10</u>	<u>Total</u>
Ash - 6	\$ 60	\$ 120	\$ -	\$ 180
Birch - 8	\$ 60	\$ 240	\$ -	\$ 300
Elm - 4	\$ 60	\$ -	\$ -	\$ 60
Dellwood - 7	\$ 60	\$ 180	\$ -	\$ 240
			WBLCD FEE	\$ 780

- Site plan of structure to overlay survey Dock or structure construction detail sheet
- Gas storage detail sheet (if applicable)

5. MULTIPLE USER TYPE: (Please check one)

- Outlot Association Multiple Dwelling Municipal
- Private Municipal Commercial Marina Private Club
- Other (please explain)_____

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:_____
- C. Historical use of facility:_____

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

North or West Owner(s): **Full List Attached**

Name_____ Day Phone_____

Mailing Address_____ 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_____

Updated 9-21-2019

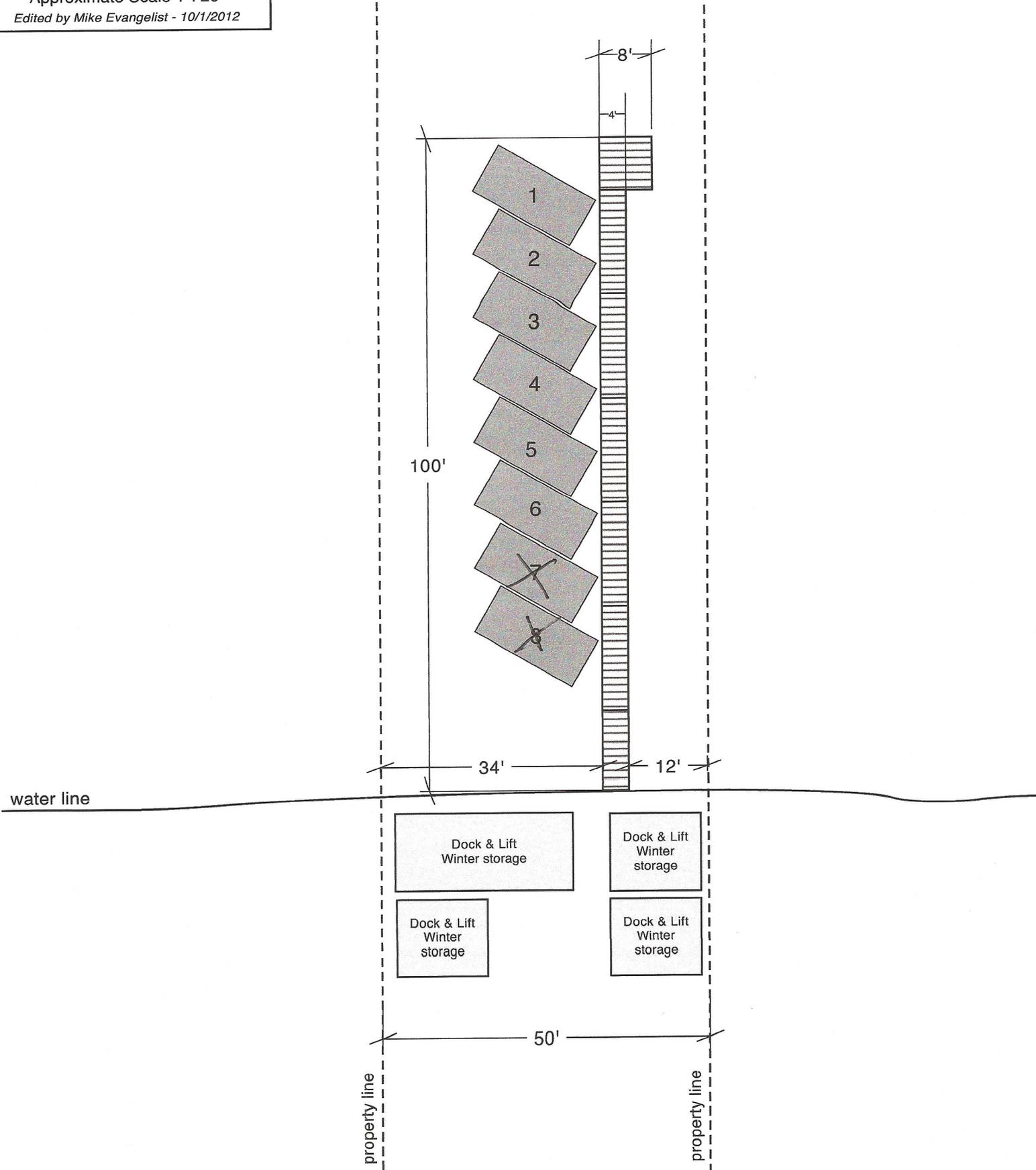
Birchwood Lake Tract Neighbors

<u>First Name</u>	<u>Last Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Public Lake Tract</u>	<u>West</u>
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 Cameron	Sigecan	143 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	West
5 Suzanne	Walfoort	145 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
6 Robert	Watkins	153 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
7 Roger & Mary	Kurtz	159 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
8 Timothy	Ehlenz	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 Rand & 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	251 Wildwood Ave.	Birchwood	MN 55110	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 Darren & Amy	De Young	309 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
7 Ralph	Liebsch	315 Wildwood Ave.	Birchwood	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 Sharon	Muellerleile	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:

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

- Yes Please list: _____

- No Please explain: _____

8b. Commercial Operators: All commercial operators are required to attach a letter of compliance from the municipality in which the access to or the dock, ramp or mooring is located explaining all required permits, licenses and approvals have been obtained,

Ash Beach – Birchwood Village will allow 8 Maximum- Applying for 6

9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:

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

10. SITE INFORMATION:

Site lake frontage = 50'
 Water depth 100 feet from shore = _____
 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**

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Boat Storage | <input type="checkbox"/> Boat Rentals |
| <input type="checkbox"/> Boat Sales | <input type="checkbox"/> Boat Service |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Launching Ramp |

Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Ash Beach Easement*

- A. Total dock or structure length 100' ft.
- B. Length into the lake from water's edge
(including T's and L's) 100' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
 - 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
 - North / West 34' ft.
 - South / East 8' ft.
- A. 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:

Yes No We have Public liability insurance. Amount \$ 2,000,000
Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.
Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ <u>120</u>
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 180

Ash Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April DUE IN APRIL \$ _____

and final 1/2 (or adjusted balance) by the end of August of this license year. DUE END OF AUGUST \$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

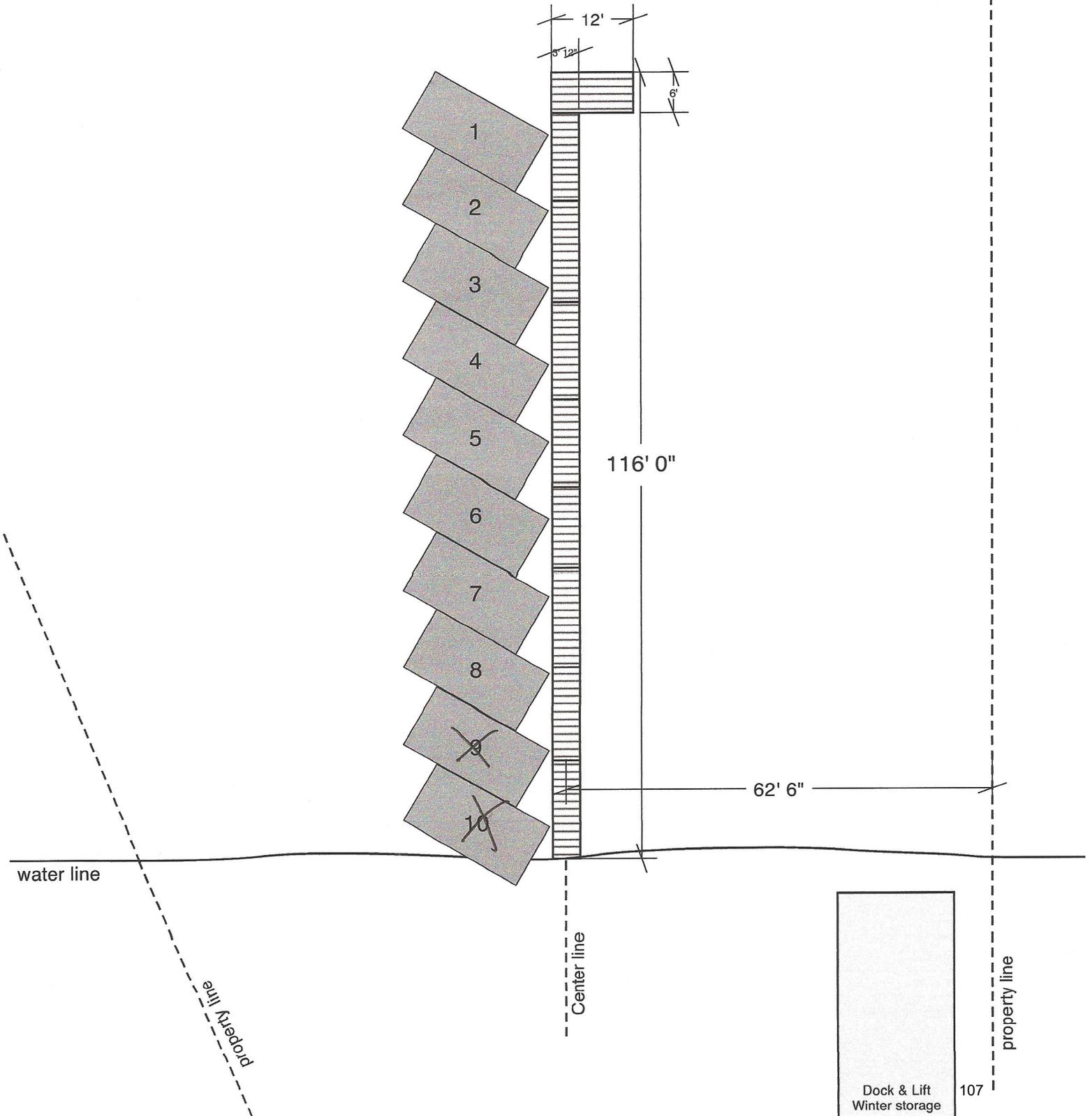
Annual Renewal is \$1,000 \$ _____

TOTAL ENCLOSED \$ _____

Birch Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 8/25/2012



8. OTHER PERMITS:

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

- Yes Please list: _____

- No Please explain: _____

8b. Commercial Operators: All commercial operators are required to attach a letter of compliance from the municipality in which the access to or the dock, ramp or mooring is located explaining all required permits, licenses and approvals have been obtained,

Birch Beach – Birchwood Village will allow 10 Maximum- Applying for 8

9. MAXIMUM NUMBER OF WATERCRAFT OR VEHICLES:

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

10. SITE INFORMATION:

Site lake frontage = 125'
 Water depth 100 feet from shore = _____
 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**

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Boat Storage | <input type="checkbox"/> Boat Rentals |
| <input type="checkbox"/> Boat Sales | <input type="checkbox"/> Boat Service |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Launching Ramp |

Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Birch Beach Easement*

- A. Total dock or structure length 116' ft.
- B. Length into the lake from water's edge
(including T's and L's) 116' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
 - 1. Number of projections 1
 - 2. Length and width of T's, L's or fingers 8'
 - 3. 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.
 - South / East 60' ft.
- A. 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:

Yes No We have Public liability insurance. Amount \$ 2,000,000

Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.

Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ <u>240</u>
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 300

Birch Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April

DUE IN APRIL \$ _____

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

\$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

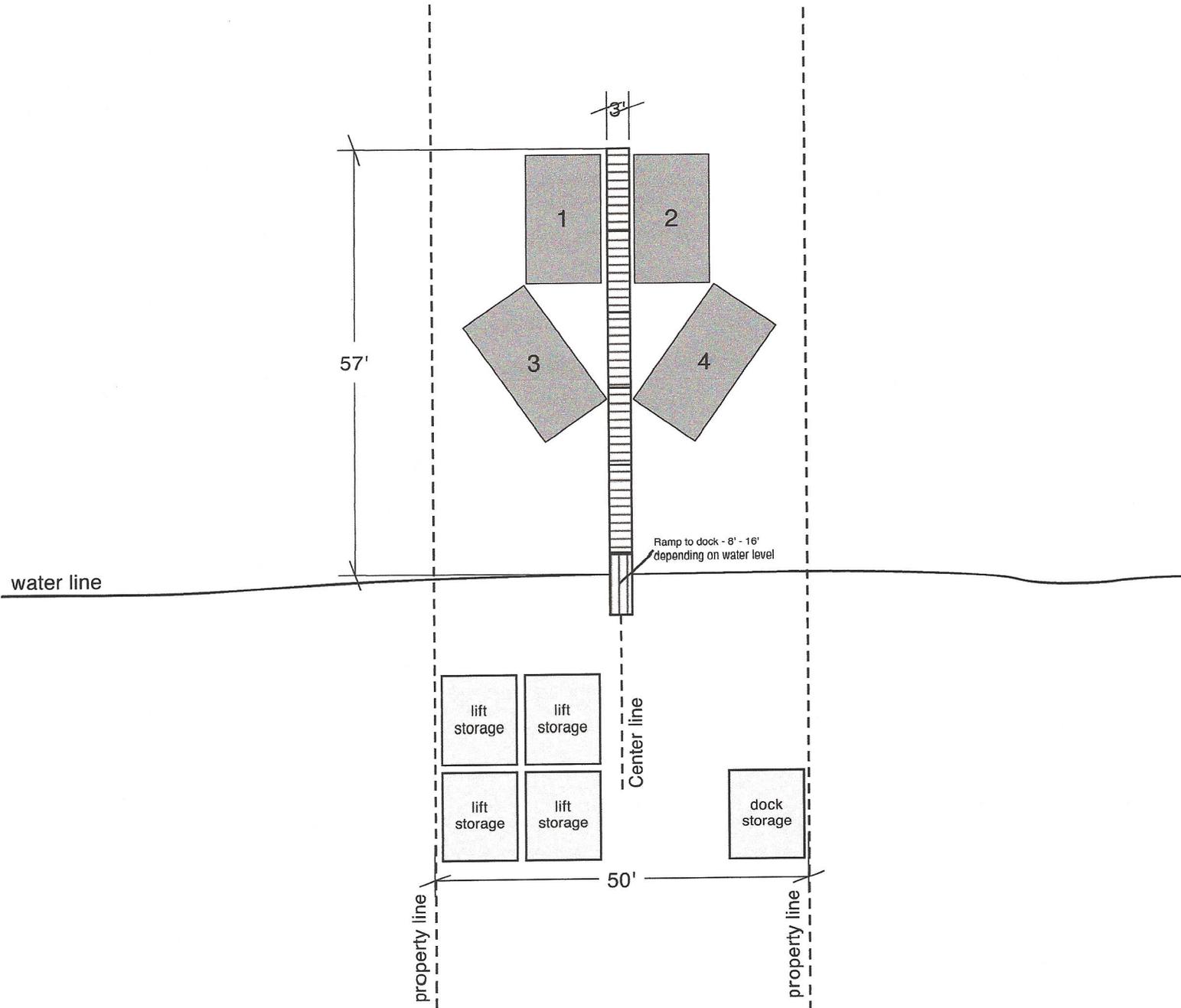
Annual Renewal is \$1,000 \$ _____

TOTAL ENCLOSED \$ _____

Elm Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 10/1/2012



Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Elm Beach Easement*

- A. Total dock or structure length 57' ft.
- B. Length into the lake from water's edge
(including T's and L's) 57' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
 - 1. Number of projections _____.
 - 2. Length and width of T's, L's or fingers _____
 - 3. 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.
South / East 23' ft.
- A. 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:

Yes No We have Public liability insurance. Amount \$ 2,000,000

Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.

Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ _____
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 60

Elm Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April

DUE IN APRIL \$ _____

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

\$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

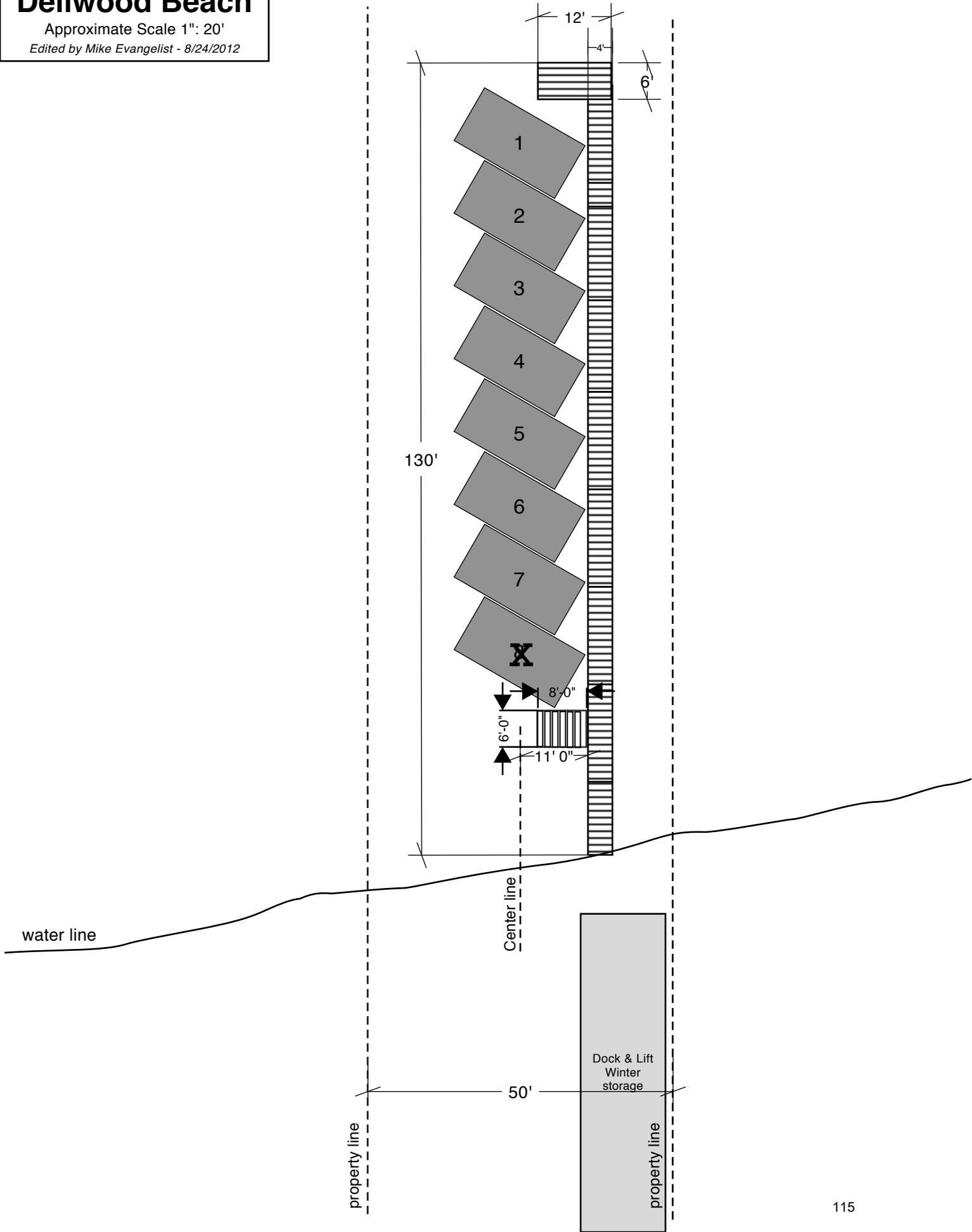
Annual Renewal is \$1,000 \$ _____

TOTAL ENCLOSED \$ _____

Dellwood Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 8/24/2012



Other (Explain) _____

Times open to the public: _____

12. DOCK OR STRUCTURE INFORMATION: *Dellwood Beach Easement*

- A. Total dock or structure length 130' ft.
- B. Length into the lake from water's edge
(including T's and L's) 130' ft.
- C. Width of dock or structure 4' ft.
- D. Projections from dock or structure:
 - 1. Number of projections 2.
 - 2. Length and width of T's, L's or fingers 8'
 - 3. 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.
South / East 10' ft.
- A. 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:

Yes No We have Public liability insurance. Amount \$ 2,000,000

Expires (date) _____ Company Ekblad, Pardee & Bewall Inc.

Include a copy with application.

15. PARKING:

Total parking spaces: None Parking not required (explain) _____

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule attached)

Application Fees:	\$60.00 (not refundable)	\$ <u>60</u>
Each approved slip over 4	\$60.00	\$ <u>180</u>
License deposit (if applicable)		\$ _____
Late fee (renewals only)	Additional \$60 late fee for Applications received after October 15 of current year for next year's license	\$ _____

TOTAL FEE ENCLOSED \$ 240

Dellwood Beach Easement

19. THIS APPLICATION IS FOR A COMMERCIAL DOCK OR MOORING AREA:

Yes No

If so, an additional \$60 per slip or mooring and an additional \$20 per ramp/skid

is due as follows: 1/2 of number estimated in April

DUE IN APRIL \$ _____

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

\$ _____

TOTAL ENCLOSED \$ _____

**All commercial operations must include a copy of their most current DNR Water Use Permit, City of Compliance from the City of White Bear Lake in regards to parking, drawing of site, and copy of Insurance policy with White Bear Conservation District listed as additional insured and stating your insurance is primary (no contributions will be sought from the additional insured's policy)

20. THIS APPLICATION IS FOR A PERMANENT DOCKS OR STRUCTURES IN THE LAKE

Yes No

If so, License Fee is \$5,000.00 \$ _____

Annual Renewal is \$1,000 \$ _____

TOTAL ENCLOSED \$ _____

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: David Heiden Date 10-8-2019

Print name and title David Heiden, President Phone 651-399-1436

Relationship to riparian owner _____

Any questions, call Administrative Secretary at (651) 429-8520
Email: wblcd@msn.com web page <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, council chambers)



CITY OF BIRCHWOOD VILLAGE
207 Birchwood Avenue
Birchwood Village, MN 55110
651-426-3403 (tel) / 651-426-7747 (fax)
Info@CityofBirchwood.com
www.CityofBirchwood.com

**THIS NOTICE WAS MAILED TO
EFFECTED HALL AVE RESIDENTS
FOR THIS PUBLIC DISCUSSION**

Re: Moving Mailboxes

September 20, 2019

HALL AVENUE RESIDENTS

Dear Resident,

The City Council proposes to move the mailboxes along Hall Avenue to the northeast side (lake side) of the road. This is in an effort to create additional areas along the road to store snow during the winter months. Moving the mailboxes will also create more space for pedestrians during spring/ summer/fall months and will make mail delivery more efficient.

The City Council wants to hear from you on this proposal. Accordingly, the City Council will hold a public hearing at the Tuesday October 8, 2019 City Council meeting at 7:00pm at Birchwood Village Hall. Below is a copy of the public notice that has been posted at City Hall and on the City website. We hope to hear from you. Thank you!

**NOTICE OF PUBLIC HEARING AND FINAL VOTE
REGARDING ADOPTION OF NON-ORDINANCE TOPIC
OCTOBER 8, 2019**

NOTICE is hereby given that the City Council will be holding a *public hearing and final vote* at **7:00pm on Tuesday, October 8, 2019** at the Birchwood Village Hall, 207 Birchwood Avenue, Birchwood Village, Minnesota *to consider moving mailboxes along Hall Avenue to the north side of the street.* Questions should be directed to City Hall.

Regards,
Tobin Lay
City Administrator

ORDINANCE 2019-08-01

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

**AN ORDINANCE AMENDING PUBLIC LAKE TRACT
SIGNAGE REGULATIONS IN CITY CODE**

The City Council of the City of Birchwood Village hereby ordains that Section 617 (Public Lake Tracts) of the Municipal Code of the City of Birchwood Village is hereby amended as follows:

617 PUBLIC LAKE TRACTS

617.200 **GENERAL PUBLIC REGULATIONS:** The Public Lake Tracts shall be subject to the following rules and regulations:

...

~~617.225~~ ~~**Posted Regulations.** All persons using a Public Lake Tract shall comply with the following regulations:~~

- ~~○ Docks are private property~~
- ~~○ Public Lake Tract closed at 9:30 PM to 6:00 AM~~
- ~~○ Quiet Activities only from 6:00 AM to 8:00 AM~~
- ~~○ No Alcoholic Beverages~~
- ~~○ No vehicle-assisted Boat Launching allowed~~
- ~~○ No all-terrain vehicles or snowmobiles allowed~~
- ~~○ No glass containers allowed~~
- ~~○ VIOLATORS SHALL BE PROSECUTED~~

~~617.230~~ ~~**Signs.** The city shall post the regulations set forth in Section 617.225 on a sign at the entrance of each Public Lake Tract~~

....

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 8th day of October, 2019

Attest:

Mary Wingfield
Mayor

Tobin Lay
City Administrator-Clerk

ORDINANCE 2019-08-02

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

**AN ORDINANCE AMENDING CITY WATER SYSTEM
REGULATIONS IN CITY CODE**

The City Council of the City of Birchwood Village hereby ordains that Section 201 (City Water System) of the Municipal Code of the City of Birchwood Village is hereby amended as follows:

201 CITY WATER SYSTEM

...

201.110. CHARGES BECOME A LIEN. Each charge levied by and pursuant to this chapter is hereby made a lien upon the corresponding lot, land or premises served by a connection to the water system of the City. All such charges which are on ~~July~~ August 31st of each year more than ~~30~~ 35 days past due and having been properly billed to the occupant of the premises served, shall be certified by the City to the Washington County Auditor each year. The City in so certifying such charges to the County Auditor shall specify the amount thereof, the descriptions of the premises served, and the name of the owner thereof. The amount so certified shall be extended by the County Auditor on the tax rolls against such premises in the same manner as other taxes, and collected by the County Treasurer, and paid to the City, along with other taxes.

....

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 8th day of October, 2019

Attest:

Mary Wingfield
Mayor

Tobin Lay
City Administrator-Clerk