



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
October 14, 2014
7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

CITY BUSINESS – CONSENT AGENDA

- A. Approval of Regular Meeting September 9, 2014 Minutes*
- B. Approval of Resolution 2014-21, Setting a \$10.00 Water Utility User Fee and Eliminating The Water Minimum Charge to Bill Water Solely on Consumption*

CITY BUSINESS – REGULAR AGENDA

- A. Building Official Agreement*
- B. Review of Birchwood Dock Association Annual Permit*
- C. Approval of Treasurer's Report*
- D. Discuss Dumpsite for Water Main Breaks
- E. 2014-2015 Snow Plowing Agreement*
- F. Vacant Building Ordinance Discussion*
- G. Approval of Resolution 2014-20, Approving Summary Publication of Ordinance No. 2014-08-01— Adding Keeping of Miniature Pot-Bellied Pigs as Pets Language to City Code*
- H. City Attorney's Report
 - a. Update on Title Registration Matter

* Denotes items that have supporting documentation provided

- b. Excessive Use Ordinance*
- c. Update on Wildwood Park Lift Station Matter
- I. City Administrator's Report
 - a. Lift Station/SCADA Update
- J. Consider Recessing to Reconvene at Kay Easement at a Later Date

ADJOURN

* Denotes items that have supporting documentation provided

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
September 9, 2014**

MINUTES

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

STAFF PRESENT: Alan Kantrud, City Attorney; Steve Thatcher, City Engineer; Chris Mickelson, City Administrator

OTHERS PRESENT: Steve Bell, Washington County Sheriff's Office; Shirley Donovan, 2 Hall Court; Mark Anderson, Streets and Roads Committee

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

AGENDA APPROVAL:

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

OPEN PUBLIC FORUM:

Washington County Sheriff's Deputy Steve Bell attended the meeting and was available for questions and comments.

Councilmember LaFoy thanked Deputy Bell for attending the meeting and for the great service the Sheriff's office has provided the City. LaFoy commented that there is an issue with vehicles parked overnight on Owl Street.

Councilmember Woolstencroft commented that vehicles on Hall/Cedar seem to be driving slower.

ANNOUNCEMENTS:

Councilmember LaFoy announced that the fall plant exchange will be held at Birchwood City Hall on Saturday, September 13th at 10:00 a.m.

Mayor Wingfield stated that residents with extra plants could bring them to City Hall to be planted in the area of the new sidewalk.

CITY BUSINESS - CONSENT AGENDA

- A. Approval of Regular Meeting August 19, 2014 Minutes**
- B. Approval of Continuation Meeting July 22, 2014 Minutes**

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE CONSENT AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.

CITY BUSINESS - REGULAR AGENDA

A. Wildwood Park Lift Station Capacity Discussion

Mayor Wingfield stated that City staff investigated emergency capacity at the Wildwood Park lift station. A test to determine time between pumps being shut off and the high level alarm being triggered indicated that the lift station has approximately ten minutes of emergency capacity.

City Engineer Thatcher stated he reviewed the report from the previous engineer when the lift station was upgraded in 2001, and while it discussed pumping capacity, it did not address emergency storage capacity. The pumps are adequate to handle the flow that comes from the residences, however, time between the lift station being down and backups occurring is limited. Daily wastewater flow data could be analyzed to determine the size of structure needed to increase emergency capacity by a pre-determined amount.

Mayor Wingfield stated that because the City's two other lift stations flow into the Wildwood Park lift station, whether directly or indirectly, this lift station pumps all of the City's wastewater. Upgrades completed in 2001 did nothing to increase the total capacity at the Wildwood Park lift station. Estimates to increase the capacity are over \$100,000.

City Engineer Thatcher stated that the City Attorney could contact the previous engineer and ask for assistance in paying for fixing the mistakes made by the previous engineer.

City Attorney Kantrud stated that the previous engineer's firm could be contacted to get their insurance number for errors and omissions. Also, other engineers could be contacted to determine if unbiased professionals agree that an error was made by the previous engineer. There may be a statute of limitations issue with this occurring thirteen years ago, however, that might not be an issue as this was not discoverable until the last few months.

Mayor Wingfield asked that City Attorney Kantrud investigate this matter further and report back to the Council with options.

Mayor Wingfield asked City Engineer Thatcher how the City should address its emergency capacity issue.

City Engineer Thatcher stated having a generator on site with an automatic transfer switch is a good idea, however, that does not fix all possible emergency situations that occur. Daily wastewater flow data for the last two years would help in determining how to address this emergency capacity issue. Also, a topographical survey could be studied to determine how much time is between the alarm going off and homes having backup issues.

Mayor Wingfield asked that City Administrator Mickelson get a report from White Bear Lake regarding plugs, power outages and other emergencies since 2001 and daily wastewater flow data for the last 24 months for the Wildwood Park lift station.

B. Approval of Treasurer's Report

Mayor Wingfield stated that no investment of City funds will occur until the Wildwood Park lift station matter has been addressed.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE TREASURER'S REPORT AS PRESENTED. ALL AYES. MOTION PASSED.

C. Resolution 2014-19, Establishing the Preliminary Levy Certification for the City's 2015 General Fund at \$326,299.00

Councilmember LaFoy stated that supporting documentation for the 2015 Budget is available at City Hall.

MOTION WAS MADE BY COUNCILMEMBER HULLSIEK, SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2014-19. ALL AYES. MOTION PASSED.

D. Discuss Dumpsite for Water Main Breaks

Mayor Wingfield stated that City Water Operator Manship used a location in Tighe-Schmitz Park last winter as a dumpsite for water main breaks. This area was cleaned up in the spring, but grass has not been planted on the site.

Councilmember LaFoy asked if the same location is being considered for this coming winter.

Mayor Wingfield stated that the same location could be used or other possibilities may exist.

Councilmember Hullsiek asked if a location near the City Hall garage could be used.

Mayor Wingfield stated that location could be considered and asked City Administrator Mickelson to have City Water Operator Manship bring a recommendation to the Council at the October meeting.

E. Appoint Alternate Representative to Ramsey-Washington Suburban Cable Commission

City Administrator Mickelson stated that the City received one application for this position. The application was from Shirley Donovan.

Shirley Donovan introduced herself to the Council and stated her interest in serving on the Cable Commission.

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPOINT SHIRLEY DONOVAN AS ALTERNATE REPRESENTATIVE TO THE RAMSEY-WASHINGTON SUBURBAN CABLE COMMISSION, WITH A TERM ENDING DECEMBER 31, 2016. ALL AYES. MOTION PASSED.

F. Traffic Update (Speed and Traffic Count)

Mayor Wingfield stated the data under 20 miles per hour is most likely pedestrian and bicycle traffic and should not be considered with all other speeds. With those numbers excluded, the data shows about half of all vehicles are driving under 30 miles per hour and half are driving above 30 miles per hour.

Councilmember LaFoy asked if the Sheriff's department conducts speed checks during the morning.

Mayor Wingfield stated that it's difficult for Deputies to come during rush hour, however, one Deputy was posted on Hall Avenue at 8:30 a.m. recently. The Sheriff's department understands this is an issue that will continue to be addressed.

G. Water Task Force Discussion

Councilmember Hullsiek asked if Mayor Wingfield could take his role as Council liaison for the Water Task Force.

Mayor Wingfield stated that she would serve as Council liaison for the Water Task Force.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER LAFOY TO APPOINT MAYOR WINGFIELD TO THE WATER TASK FORCE. ALL AYES. MOTION PASSED.

H. Water Billing Discussion

Mayor Wingfield stated that on the most recent utility bill, a \$10.00 cost was added to pay for water infrastructure. Because of this flat fee, the minimum fee will be removed and all users will pay for water strictly based on consumption. This item will be added to the October Consent Agenda to allow this change to be reflected in the next utility bill.

I. Appoint City Councilmember to Term Ending December 2014

Mayor Wingfield stated that the City received one application for this position. The applicant is Mark Anderson, who is also running unopposed in the November Election.

MOTION WAS MADE BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER LAFOY TO APPOINT MARK ANDERSON TO THE POSITION OF COUNCILMEMBER WITH A TERM ENDING DECEMBER 2014. ALL AYES. MOTION PASSED.

Councilmember Anderson recited the Oath of Office.

J. Second Reading of Ordinance 2014-08-01, Adding Keeping of Miniature Pot-Bellied Pigs as Pets Language to City Code

Mayor Wingfield stated the language indicating maximum size of 100 pounds should be changed to 120 pounds. A resolution for summary publication will be considered at the October Council Meeting.

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK TO ADOPT ORDINANCE 2014-08-01 AS AMENDED. 4 AYES, WINGFIELD ABSTAINED. MOTION PASSED.

ADJOURN:

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK, TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 7:52 P.M

Mary Wingfield
Mayor

ATTEST:

Chris Mickelson
City Administrator-Clerk

RESOLUTION 2014-21

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

**SETTING A \$10.00 PER QUARTER WATER UTILITY USER FEE AND
ELIMINATING THE WATER MINIMUM FEE TO BILL WATER SOLELY ON
CONSUMPTION**

At a regular meeting of the City Council of the City of Birchwood Village held on Tuesday, October 14, 2014, at Birchwood City Hall, 207 Birchwood Avenue, Birchwood, Minnesota, with the following members present: Mayor Mary Wingfield, Councilmembers Bill Hullsiek, Randy LaFoy, and Kevin Woolstencroft, and the following absent: none, the Birchwood City Council resolved:

WHEREAS, The City of Birchwood Village experienced four water main breaks in the winter of 2013-2014; and

WHEREAS, The Water Enterprise Fund has carried a negative balance as a result of these water main breaks; and

WHEREAS, The City of Birchwood Village held a public hearing on July 19, 2014 to discuss the implementation of a \$10.00 Water Utility user fee; and

WHEREAS, With a flat fee of \$10.00 implemented, the \$16.00 minimum water charge will be eliminated so that all water billed will be based solely on consumption.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Birchwood Village hereby approves setting a \$10.00 per quarter Water Utility user fee and eliminating the \$16.00 minimum fee to base residents' water bills solely on consumption.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14th day of October, 2014.

Mary Wingfield, Mayor

Attest:

Chris Mickelson, City Administrator-Clerk

**CITY OF BIRCHWOOD VILLAGE
AGREEMENT FOR BUILDING AND PROPERTY INSPECTIONS**

THIS AGREEMENT is made and entered into by and between the City of Birchwood Village, Washington County, Minnesota, hereinafter called the "City" and Jack Kramer, 10090 Oakgreen Ave. No., Stillwater, MN 55082, herein after called the "Contractor."

RECITALS

WHEREAS, the City wishes to purchase the services of Contractor as a Building and Property Inspector; and

WHEREAS, Contractor warrants that he is currently licensed by the State of Minnesota to provide the services required under this contract; and

WHEREAS, there are funds available for the purchase of these services.

NOW, THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set forth, the City and the Contractor agree as follows:

1.) TERM OF THE AGREEMENT

The Contractor agrees to furnish services on behalf of the City during the period commencing October 1, 2014 and terminating at such time as either party cancels this Agreement as provided in paragraph (9).

2.) SERVICES TO BE PROVIDED

All building and property inspections requested by the City and/or required by the State Building Code, as outlined in Chapter 3 of said Code as amended, and appearances at City Council meetings as needed. Reports to the City Council as needed. Reading and reviewing construction plans and specifications submitted in connection with applications for building permits and/or planning requests and ordinance violations.

3.) PAYMENT FOR SERVICES

The City imposes a fee for all building permits issued. In addition, the City imposes a fee for plan review by the City Building and Property Inspector. Said fee for plan review shall be

determined in each instance by the City Building Official, and is not to exceed 65% of the Building Permit Fee.

Building Permit Fees shall be based upon Table No. 1-a "Building Permit Fees" contained in the 1997 Uniform Building Code in force in the State of Minnesota, as the same may be amended from time to time.

A copy of the current table 1-A is attached hereto as Exhibit A

The Contractor will be paid 100% of the plan review fees collected by the City. Contractor will be paid 75% of the Building Permit fees collected by the City. Payment will be made pursuant to quarterly statements submitted to the City for services rendered by Contractor. The City shall retain 25% of the Building Permit fee to cover administrative costs.

In cases where inspection and/or plan reviews have been performed at the request of the City, for which no fees have been imposed by the City, the City will pay to contractor a fee based upon an hourly rate to be established from time to time by resolution of the City Council.

4.) INDEPENDENT CONTRACTOR

Notion contained in this Agreement is intended or should be construed as creating the relationship of Employee/Employer, co-partners or joint ventures' between the City and the Contractor. No tenure of any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to the City Employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

5.) INDEMNIFICATION AND INSURANCE

The Contractor agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.

Contractor further agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this Contract keep in force:

A. General Liability Insurance as required by the City naming the City as an additional insured.

B. Worker's Compensation Insurance as required by law.

Prior to the effective date of this Contract, and as a condition precedent to this Contract, the Contractor will furnish the City with Certificates of Insurance listing the City as an insured under the liability insurance. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or renewed without thirty days prior notice thereof to the City.

6.) DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7.) RECORDS - AVAILABILITY AND RETENTION

Pursuant to M.S. 16B.06, Subd. 4, the Contractor agrees that the City at any time during normal business hours and as often as they deem reasonable and necessary, shall have access and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et cetera, which are pertinent to the account practices and procedures of the Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

8.) MERGER AND MODIFICATION

a.) It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be a part of this Agreement.

b.) Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9.) DEFAULT AND CANCELLATION

a.) If the Contractor fails to perform any of the provisions of this Agreement or so failed to administer the work as to endanger the performance of this Agreement, this shall constitute default. Unless the Contractor's default is excused, the City may, upon written notice, immediately cancel this Agreement in its entirety.

b.) This Agreement may be cancelled with or without cause by either party upon thirty days written notice.

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

CITY OF BIRCHWOOD VILLAGE

By: _____
Mary Wingfield, Mayor

Dated: _____

By: _____
Chris Mickelson, Administrator-Clerk

Dated: _____

JACK KRAMER, CONTRACTOR

By: _____
Jack Kramer, Building Official

Dated: _____

EXTRACTED FROM 1997 UNIFORM BUILDING CODE

TABLE NO. 1-A – BUILDING PERMIT FEES

This is a "valuation" based permit schedule

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.00
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$47.00 per hour *
2. Reinspection fees assessed under provisions of Section 305.8	\$47.00 per hour *
3. Inspections for which no fee is specifically indicated	\$47.00 per hour *
(minimum charge – one-half hour)	
4. Additional plan review required by changes, additions or revisions to plans	\$47.00 per hour *
5. For use of outside consultants for plan checking and inspections, or both	Actual costs **

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

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EXHIBIT A



White Bear Lake Conservation District, 4701 Highway 61, White Bear Lake, MN 55110
Telephone: (651) 429-8520 Email: wblcd@msn.com Web: www.wblcd.org

September 18, 2014

To: Current Permit & License Holders

Enclosed is an application form for your use in renewing your license or permit for 2015. Please read and fill out form carefully and completely. The Board has directed that forms which are not complete, or which are without required supporting documents, will be returned. Neither a photocopy of last year's form, nor the comment "same as last year" are acceptable.

Please return your form and your application fee of \$50.00 before October 15, 2014.
Forms received after that date will be charged an additional late fee of \$50.00.

Consideration of your license or permit application will be scheduled for the next regular meeting of the board following public notification and processing time (requires a minimum of two weeks). The Lake Utilization Committee (LUC) and the Board usually meet the 3rd Tuesday of every month except December (no regular meeting). If there are use or configuration changes indicated on your application, it will be sent to the LUC for review and recommendation first. If you need additional permits, licenses or approvals from any other agency, they will need to be obtained before the Board can give final approval to your license or permit.

You will be notified when the LUC and/or Board will be reviewing your application.

Sincerely,

WHITE BEAR LAKE CONSERVATION DISTRICT

Julie Yoho
Administrative Secretary

Encl: Application Form

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

Date 10-6-2014

Beach Association Name Birchwood Dock Association

Beach Association Contact Person Mike Evangelist

Phone # 651-605-5873

Beach Association Officers:

President – Mike Evangelist Phone # 651-605-5873

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

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

Treasurer – Lynn Hanson Phone # 651-426-8567

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

Amount of Association Dues: \$35

Include the following when submitted form:

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

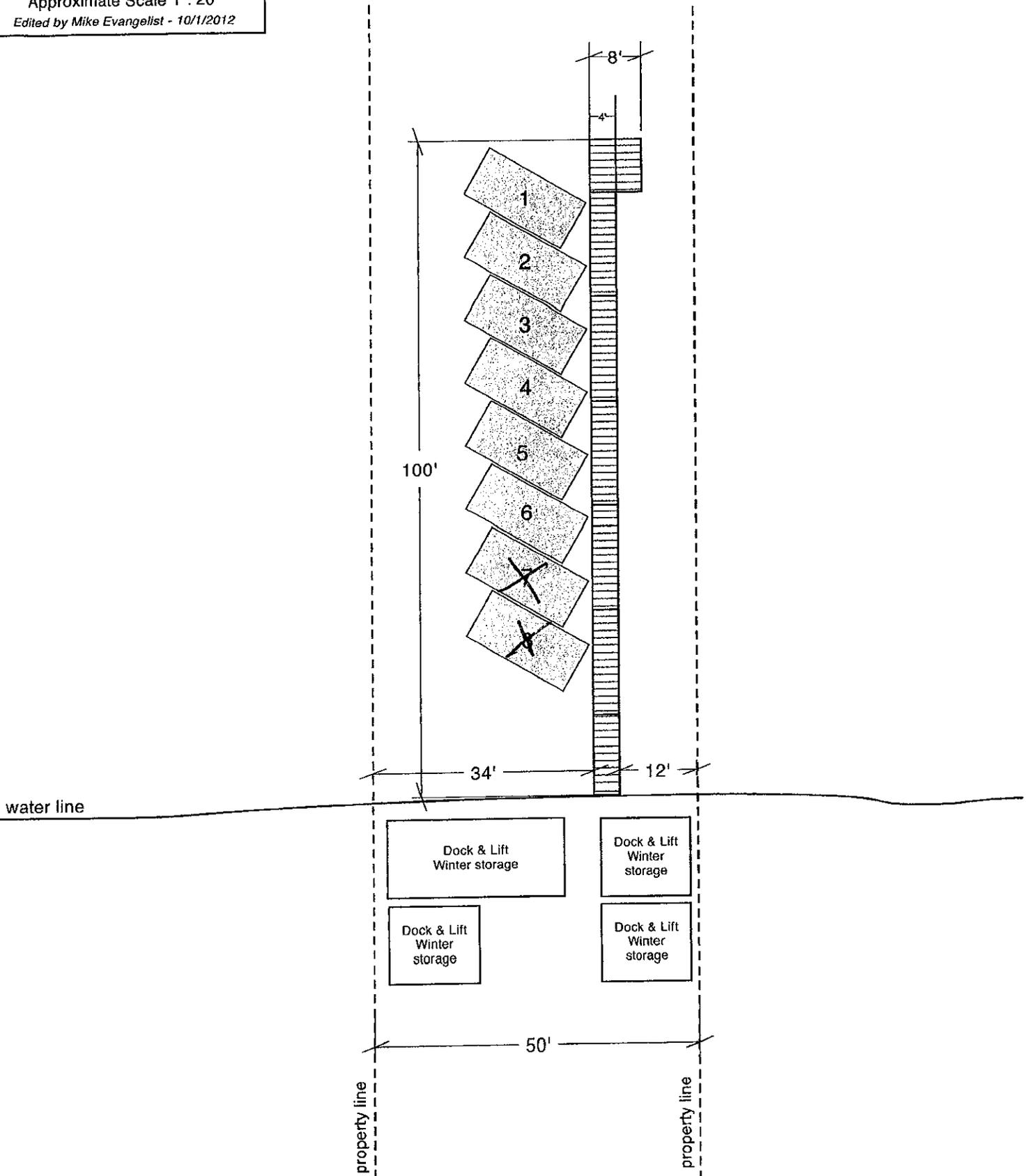
Beach club members with boats or lifts at any of the easements are reminded that a certificate of liability insurance is required to be turned into City Hall by May 1st of every year.

IS THERE A CHANGE FROM PREVIOUS YEAR? YES NO

Ash Beach

Approximate Scale 1": 20'

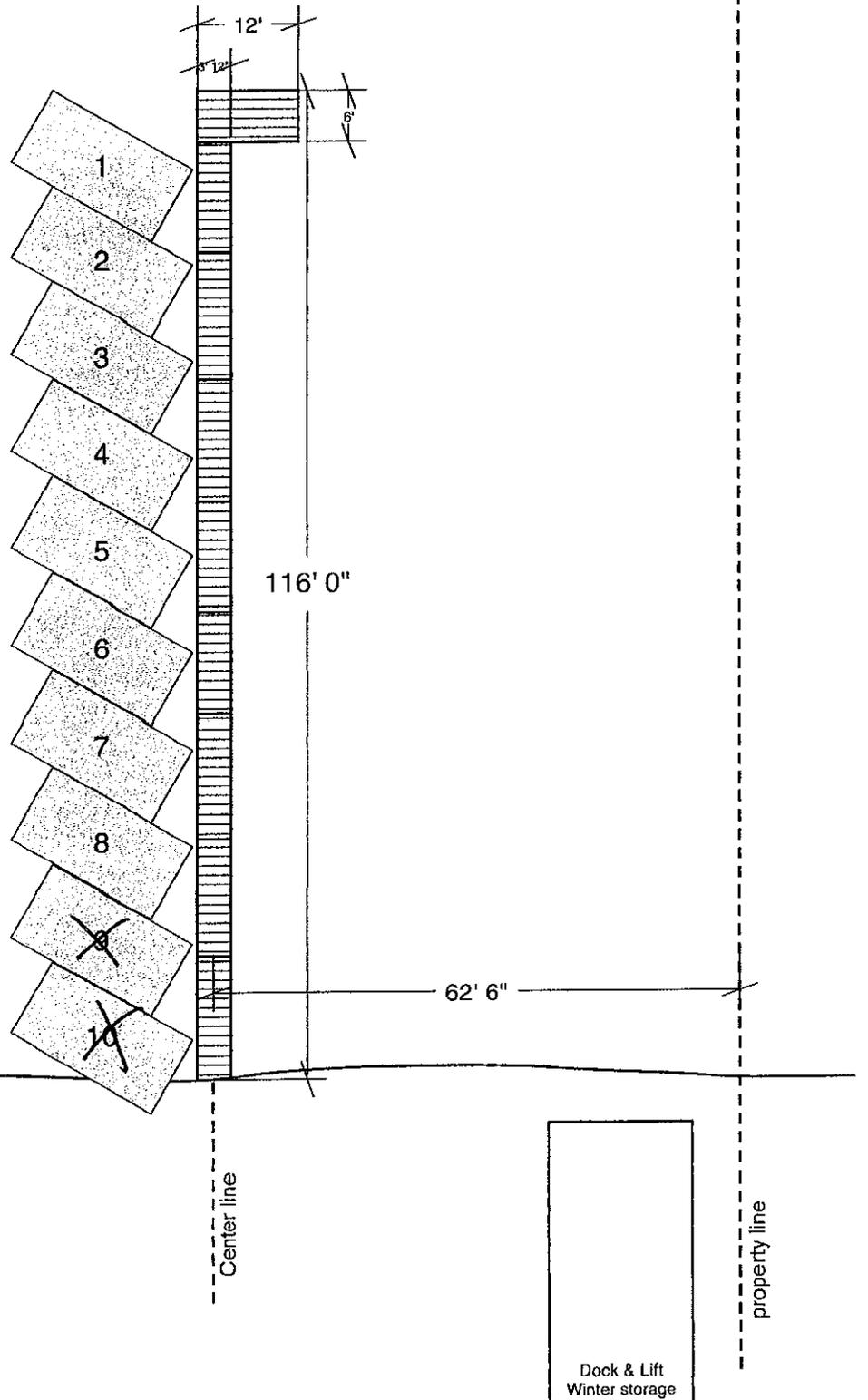
Edited by Mike Evangelist - 10/1/2012



Birch Beach

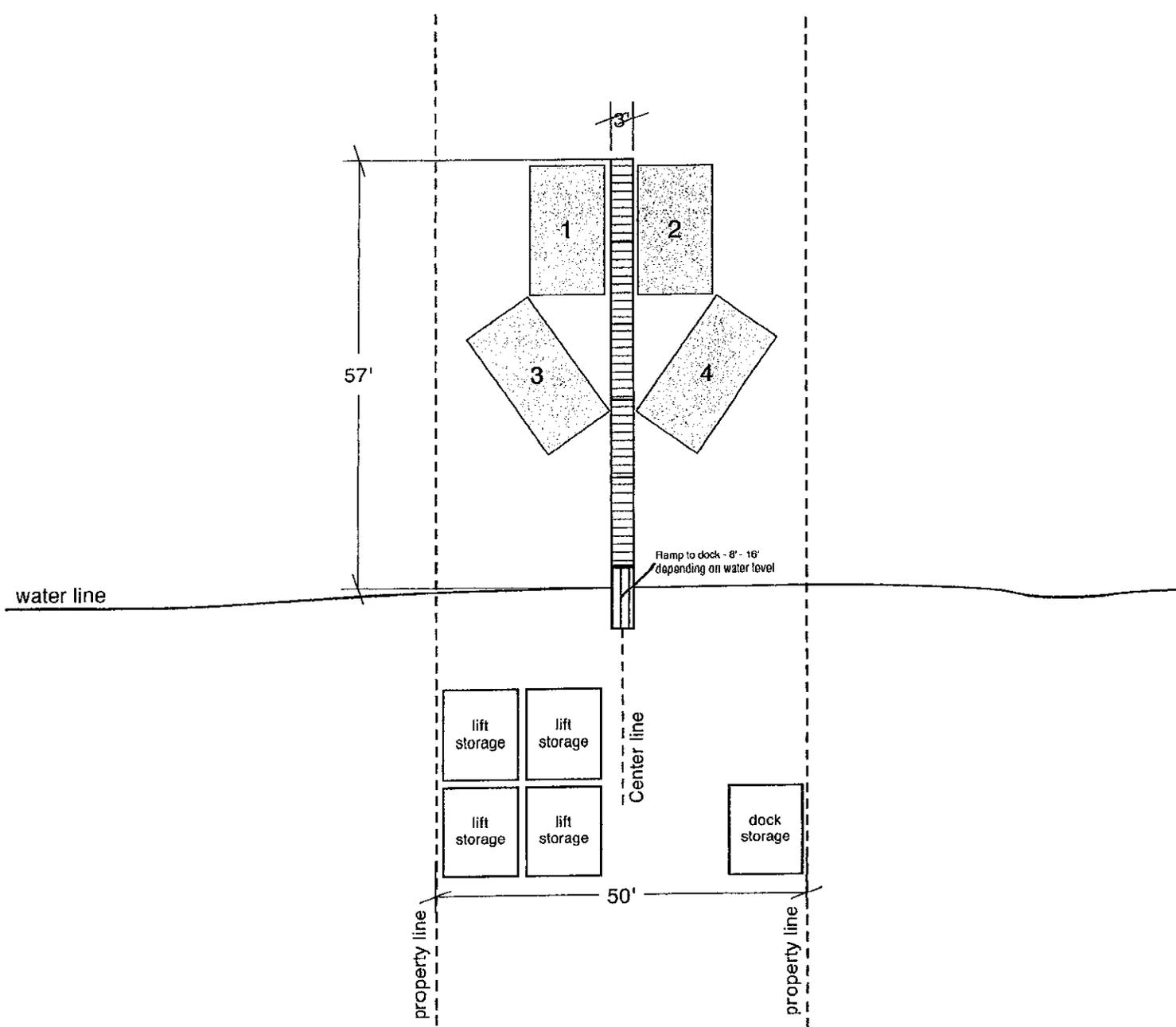
Approximate Scale 1" = 20'

Edited by Mike Evangelist - 8/25/2012



Elm Beach

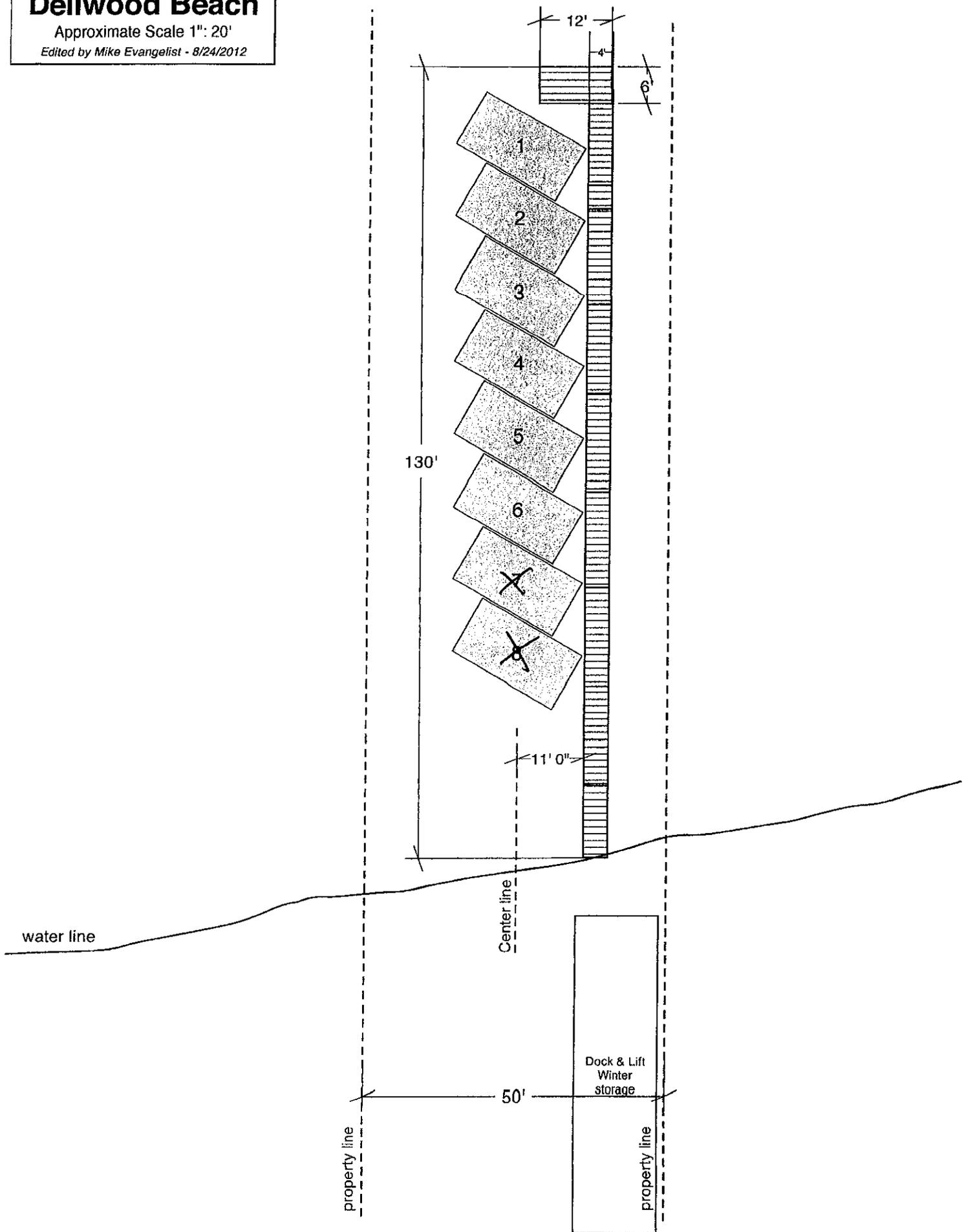
Approximate Scale 1" = 20'
Edited by Mike Evangelist - 10/1/2012



Dellwood Beach

Approximate Scale 1" = 20'

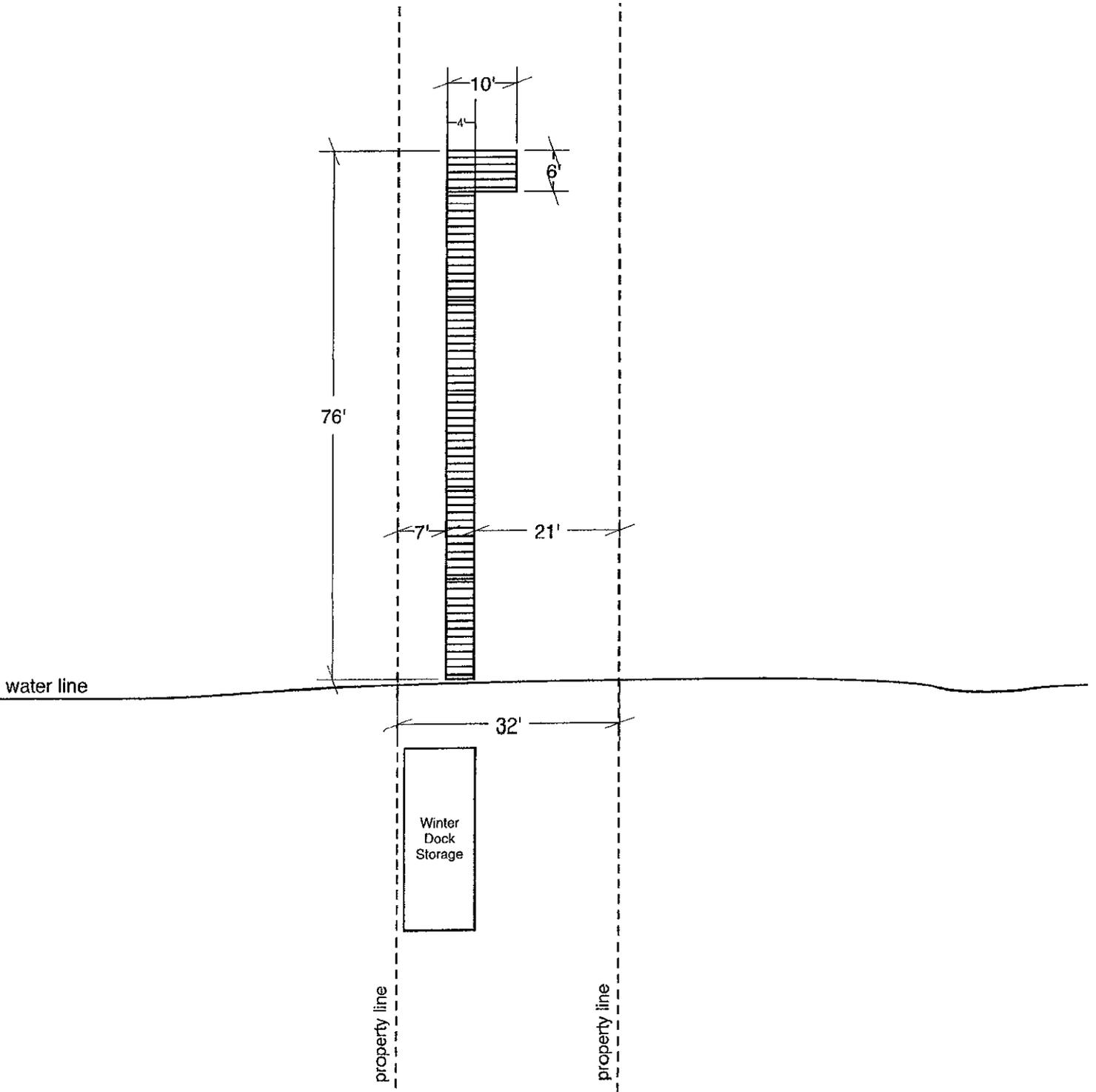
Edited by Mike Evangelist - 8/24/2012



Key Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 9/30/2014



Birchwood Dock Association Officers - 2015

President

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

Vice President

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

Treasurer

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

Secretary

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

Member at Large

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

Complaint Managers

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

Birchwood Dock**Association****Membership****2014**

	<u>First Name</u>	<u>Last Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
	Birchwood Dock	Association	700 Hall Ave.	Birchwood	MN	55110
1	John	Anderson	2 White Pine Lane	Birchwood	MN	55110
2	John & Martha	Arlandson	19 Oakridge Dr.	Birchwood	MN	55110
3	Peter & Michelle	Atakpu	201 Birchwood Ave.	Birchwood	MN	55110
4	Bob & Joyce	Belknap	700 Birchwood Ave.	Birchwood	MN	55110
5	John	Berg	429 Wildwood Ave.	Birchwood	MN	55110
6	Jim & Judy	Berg	889 Barbara Court	Mendota Heights	MN	55118
7	Mike & Jessica	Bernier	530 Hall Ave.	Birchwood	MN	55110
8	Gene & Sandy	Bowar	11 White Pine Lane	Birchwood	MN	55110
9	Barb	Brenny	364 Hall Ave.	Birchwood	MN	55110
10	Jesse & Erica	Brodd	3 Oakhill Ct.	Birchwood	MN	55110
11	Bob & Nancy	Brydges	1 Oak Hill Court	Birchwood	MN	55110
12	Emma	Bulger	127 Birchwood Ave.	Birchwood	MN	55110
13	Bob & Cathy	Byerly	618 Hall Ave.	Birchwood	MN	55110
14	Bob & Barb	Carson	704 Hall Ave.	Birchwood	MN	55110
15	Chris & Angie	Churchill	140 Birchwood Ave	Birchwood	MN	55110
16	Robert & Mary	Cummins	296 Jay St.	Birchwood	MN	55110
17	Kim	Dreyling	306 Wildwood Ave.	Birchwood	MN	55110
18	Mike & Sandee	Ebbott	160 Birchwood Ave	Birchwood	MN	55110
19	John	Elias	9 Oakhill Ct.	Birchwood	MN	55110
20	Charlene	Engebretson	521 Hall Ave.	Birchwood	MN	55110
21	Mike	Evangelist	364 Wildwood Ave.	Birchwood	MN	55110
22	Arlene & Ralph	Feistner	705 Birchwood Ave	Birchwood	MN	55110
23	Randy & Jackie	Felt	286 Jay St.	Birchwood	MN	55110
24	Tom & Shawna	Gibson	179 Cedar St	Birchwood	MN	55110
25	Mark & Jill	Greseth	214 Wildwood Ave.	Birchwood	MN	55110
26	Lynn & Dyanne	Hanson	700 Hall Ave.	Birchwood	MN	55110
27	Jim & Debbie	Harrod	483 Lake Ave.	Birchwood	MN	55110
28	Nick	Hartzel	219 Birchwood Ave.	Birchwood	MN	55110
29	Mark & Mary	Haupt	520 Hall Ave.	Birchwood	MN	55110
30	Mary	Hauser	616 Hall Ave.	Birchwood	MN	55110
31	David Prunty & Dennis	Hayden	624 Birchwood Ave.	Birchwood	MN	55110
32	Bill & Mary	Hullsiek	290 Jay St.	Birchwood	MN	55110
33	Tyler & Gretchen	Johnson	10 White Pine Ln	Birchwood	MN	55110
34	Carter	Johnson	15 Oakridge	Birchwood	MN	55110
35	Dana & Lori	Klimp	414 Birchwood Ct	Birchwood	MN	55110
36	Bob & Linda	Kordowsky	158 Wildwood Ave.	Birchwood	MN	55110
37	Mick & Reanne	Korich	7 White Pine Lane	Birchwood	MN	55110
38	Karen	Kropelnicki	501 Wildwood Ave.	Birchwood	MN	55110
39	Harmony	Lewis	236 Cedar St.	Birchwood	MN	55110
40	Karen Hagen & Brian	Lind	401 Wildwood Ave.	Birchwood	MN	55110
41	Layne	Lodmell	12 Oakridge Dr.	Birchwood	MN	55110
42	John	Lund	608 Wildwood Ave	Birchwood	MN	55110
43	Ron	Malles	420 Wildwood Ave.	Birchwood	MN	55110
44	Laura	Manske	706 Birchwood Ave	Birchwood	MN	55110
45	David	Martinucci	174 Birchwood Ave	Birchwood	MN	55110
46	John	McCormick	110 Birchwood Ave	Birchwood	MN	55110

47	Bryan & Karin	McGinnis	194 Wildwood Ave.	Birchwood	MN	55110
48	Theresa	McGrath	164 Wildwood Ave	Birchwood	MN	55110
49	Dr. Michael & Julie	McKenzie	509 Lake Ave.	Birchwood	MN	55110
50	Sandy	McTavish	429 Birchwood Cts.	Birchwood	MN	55110
51	Joseph & Yoshiko	Miller	709 Hall Ave.	Birchwood	MN	55110
52	Alan	Mitchell	23 Oakridge Dr.	Birchwood	MN	55110
53	Charles & Linda	Moore	421 Birchwood Court	Birchwood	MN	55110
54	Troy & Naomi	Morehead	505 Wildwood Ave	Birchwood	MN	55110
55	Andre & Leslie	Mormile	29 Oakridge Dr.	Birchwood	MN	55110
56	Karen Holmen & Nino	Nardecchia	706 Hall Ave.	Birchwood	MN	55110
57	Pat & Jennifer N	Nelson	235 Cedar St.	Birchwood	MN	55110
58	Tom & Carly	Nelson	4 Five Oaks Ln	Birchwood	MN	55110
59	Gary & Judith	Oakins	291 Jay St.	Birchwood	MN	55110
60	Nicholas & Molly	Oklobzija	242 Wildwood Ave.	Birchwood	MN	55110
61	Jeff & Karen	Olson	26 Oakridge Dr.	Birchwood	MN	55110
62	Jordon	Oyloe	533 Wildwood Ave	Birchwood	MN	55110
63	Curt & Susan	Peterson	525 Wildwood Ave.	Birchwood	MN	55110
64	Urho & Pam	Rahkola	545 Wildwood Ave.	Birchwood	MN	55110
65	Christina	Rauch	215 Cedar St	Birchwood	MN	55110
66	Chris & Mary	Rollinger	305 Jay St.	Birchwood	MN	55110
67	Gene & Shirley	Ruehle	262 Wildwood Ave.	Birchwood	MN	55110
68	Steve & Kris	Rush	170 Wildwood Ave.	Birchwood	MN	55110
69	Maureen	Seibert	425 Birchwood Court	Birchwood	MN	55110
70	Mary Sue	Simmons	418 Birchwood Ct.	Birchwood	MN	55110
71	Chris	Sorenson	5 Oakridge Dr.	Birchwood	MN	55110
72	Robert "Dean"	Stanton	538 Hall Ave.	Birchwood	MN	55110
73	Paul	Steinhauser	600 Birchwood Ave.	Birchwood	MN	55110
74	Ron & Mary	Sternal	6 Half Court	Birchwood	MN	55110
75	David & Kelly	Strobel	401 Birchwood Ave.	Birchwood	MN	55110
76	Philip	Sutherland	106 Wildwood	Birchwood	MN	55110
77	Jennifer & Jason	Tell	697 Hall Ave.	Birchwood	MN	55110
78	Ted & Joanne	Thornquist	205 Wildwood Ave.	Birchwood	MN	55110
79	John	Tomlinson	6 White Pine Ln.	Birchwood	MN	55110
80	David & Patricia	Trepanier	439 Birchwood Court	Birchwood	MN	55110
81	John	Velin	146 Wildwood Ave.	Birchwood	MN	55110
82	Daniel & Sarah	Webber	4 Oak Ridge Dr.	Birchwood	MN	55110
83	Carl & Mary	Wegner	303 Jay St.	Birchwood	MN	55110
84	Dan & Melissa	Werra	369 Wildwood Ave	Birchwood	MN	55110
85	Philip & Karen	Winter	1 Five Oaks Lane	Birchwood	MN	55110
86	Chad & Deborah	Woolhouse	430 Wildwood Ave.	Birchwood	MN	55110
87	Bill	Woolstencroft	298 Jay St.	Birchwood	MN	55110

Wait List - Non Members

WL 4	Kim	Belisle	3980 E. County Line	Birchwood	MN	55110
WL 11	Mark & Susan	Glander	5 Oakview Ct.	Birchwood	MN	55110
WL 1	Paul	Kaluzniak	7317 N. Shore Trail	Forest Lake	MN	55025
WL 8	Patrick	Nigon	16 White Pine Lane	Birchwood	MN	55110
WL 12	Marc & Kelly	Paradise	180 Birchwood Ave.	Birchwood	MN	55110
WL 3	Kye	Samuelson	5 Birchwood Ave.	Birchwood	MN	55110

Fall 2014 Treasure's Report

	<u>Balance</u>	<u>9/14/2013</u>
		7,702.82
21-Oct Dock Out	(2,750.00)	4,952.82
22-Oct Dock Materials	(80.00)	4,872.82
30-Dec WBLCD - Application Fee	(650.00)	4,222.82
		<u>Year End 2013</u>

	<u>2014 Season Expense's</u>	<u>Year End 2013</u>
		4,222.82
Deposits	13,115.00	17,337.82
Maintenance	(68.93)	17,268.89
Office Supplies	(250.39)	17,018.50
Insurance	(1,382.98)	15,635.52
Dock In	(2,600.00)	13,035.52
	-	Balance
		13,035.52

	<u>Balance - 9-27-2014</u>	<u>9/27/2014</u>
		10,435.52
27-Sep Dock Out	(2,600.00)	10,435.52
		Projected
		4,785.52
Fall 2014 Dock Purchase \$9876.08 Down Payment	(5,000.00)	<u>Year End 2014</u>
Spring 2015 Dock Purchase Balance	(4,876.08)	(90.56)

Birchwood Dock Association Fall Meeting Minutes

September 27, 2014 Village Hall

Present: Bill Hullsiek, Mike Evangelist, John Lund, Lynn and Dyanne Hanson, Mary Sue Simmons, Jackie and Randy Felt, Pam and Urho Rahkola, Chris Sorenson, Nino Nardecchia, Pat Elias, Charles Moore, Debbie Harrod, Stephen Ferry, Phil Sutherland

Annual Neighborhood Meeting

Two adjoining property owners attended: Debbie Harrod & Stephen Ferry

There was opening conversation discussion of application/permit process by Mike and Lynn. Comment was made that it is easier to apply for the same number of slips each year so process is routine for WBLCD but we need to apply for more boats once the lake comes back up. A fee of \$650 for application to WBLCD is required.. If we applied for all boats we could, that would increase by \$400.

It was recommended and approved that Mike and Lynn apply for same number of boats in 2015. We would apply for more in the future if the lake level comes up.

It was noted that one family moved off the wait list and got a slip this year (Rush).

Applying for 2015:

Ash - 6
Birch - 8
Dellwood - 6
Elm 4
Kay 0

Mike: Move to submit application same as last year. Approved.

Dock Association Meeting

Spring Minutes: Chris Sorenson moved to approve. Approved.

The City waived the \$500 dock fee to help association financially. Stuffing the newsletter with our flyer also helped increase our membership. We are now up to 88 members.

Treasurer's Report: \$13,035.52 current balance. Lynn Moved to approve budget: passed.

Dock Out date: October 18. Volunteers meet at 8:30 at Dellwood.

Rain out date: October 25.

Remove boats by Oct. 17.

Helpers need to get aquatic species permit to work in lake.

Helpers will take the best sections at Dellwood and move to Kay. Association may sell leftover pieces at Dellwood.

Keep Kay at same starting point and 4' width would be ok. Application for 2015 will reflect the new 4' width.

New dock at Dellwood would be about \$10,000. Donations can be ok if they come through the City (Hullsiek). Hullsiek will recommend to the Council that they again waive the \$500 application fee. Evangelist moved that we approve the plan to purchase a new dock: Approved. It was acknowledged that Malles and Klimp and Mike built new walkways and a bridge at Dellwood and raised docks as the water level came up in late spring. New neighbors at 409 Lake Ave. donated dock sections which were used at Dellwood.

Fee's for 2015: \$950 total fees for a boat user. **\$35** for dock use membership.

A new wait list will emerge as current boat users run out their 6-year terms. We may need another lottery as current slip holder's move back onto the wait list. After the 2015 boating season 2 current slip users will move off of the user list, after the 2016 season 10 additional users will move off of the boat slip user list and potentially back onto the wait list. Nino suggested we encourage the community that current boat slip user's time is running out and the Association needs to let the community know that timing is great to get on the boat slip user list.

The Dock Association may email folks who are on the Boat Slip Wait List that slip openings will be coming available to prepare folks ahead of time of the boating opportunities forthcoming.

Slip Assignments for 2015

Same as current list with the exception: Simmons will move from Birch to Dellwood.

If water conditions remain the same next season there may be enough water available for one additional boat at Birch and Ash Easements.

Lift Storage on the Lake Tract Easements is permitted during the winter by current boat slip users. The \$100 fee remains the same and must be paid directly to the City.

Spring meeting date: March 21, 2015 Fall meeting date: September 12, 2015

Oct. 6th – Date the Dock Application Packet should be delivered to the City.

Officers: All nominated and elected: Mike Evangelist as President, Randy Felt as Vice President, Mary Sue as Secretary, Debbie Harrod as Member at Large, Lynn Hanson as Treasurer

Adjourned at 10:05 a.m.

Respectfully submitted,

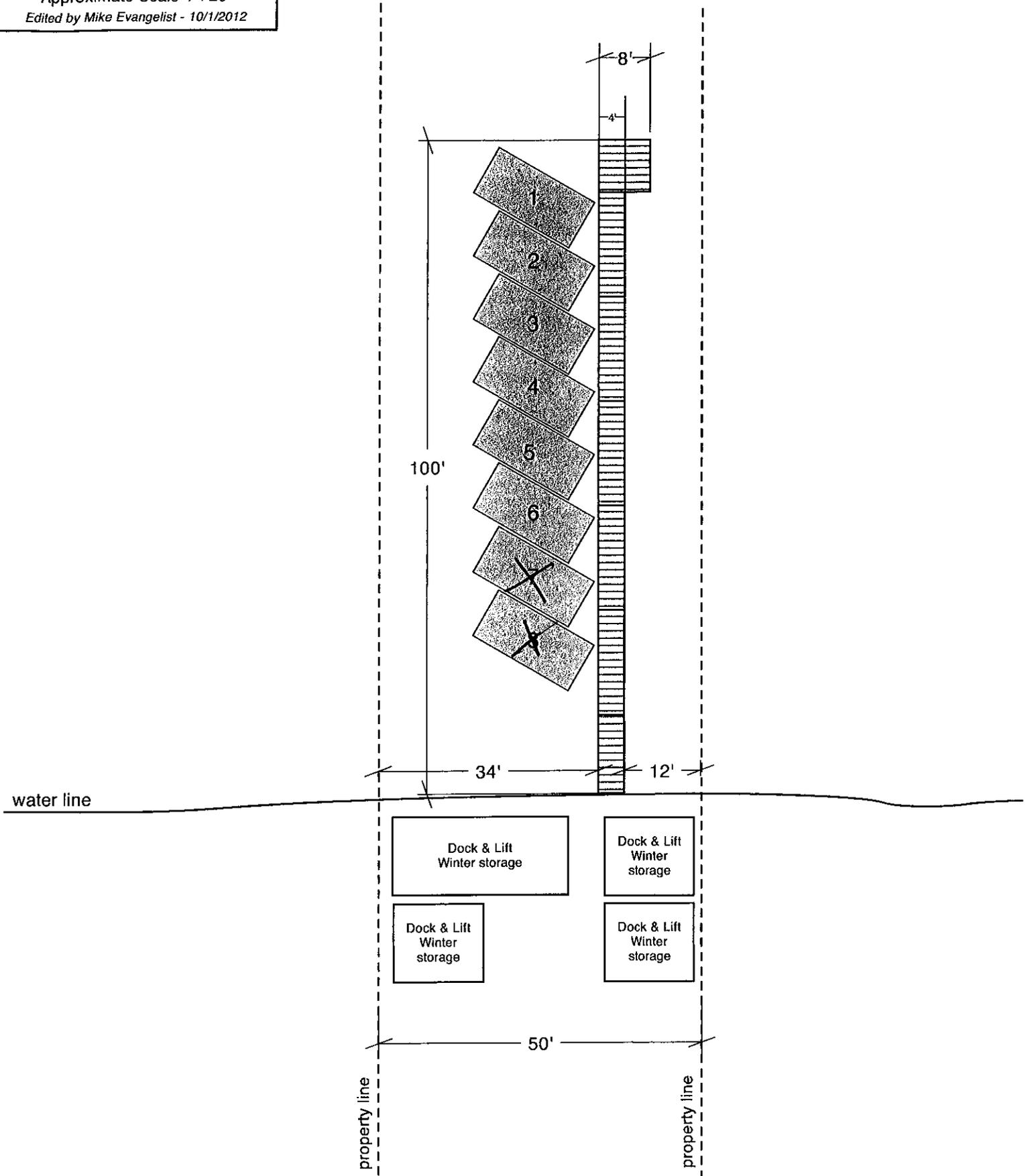
Mary Sue Simmons
10--1-2014

**Birchwood Dock Association
2015
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	\$ 50	\$ 100	\$ -	\$ 150
Birch - 8	\$ 50	\$ 200	\$ -	\$ 250
Elm - 4	\$ 50	\$ -	\$ -	\$ 50
Dellwood - 6	\$ 50	\$ 100	\$ -	\$ 150
Kay - 0	\$ 50			\$ 50
			WBLCD FEE	\$ 650
		<u>Same as Last Year</u>		

Ash Beach

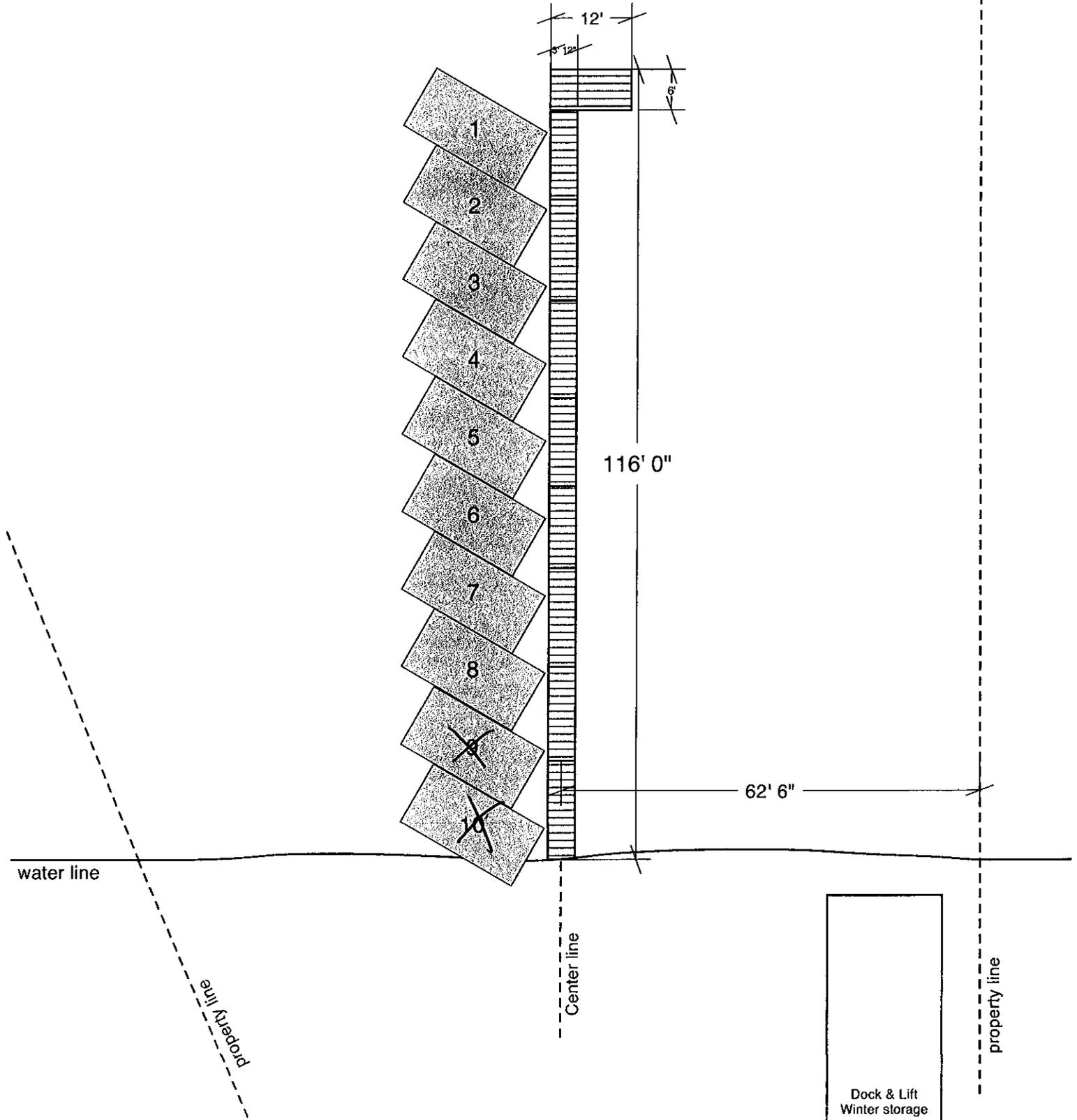
Approximate Scale 1" : 20'
Edited by Mike Evangelist - 10/1/2012



Birch Beach

Approximate Scale 1": 20'

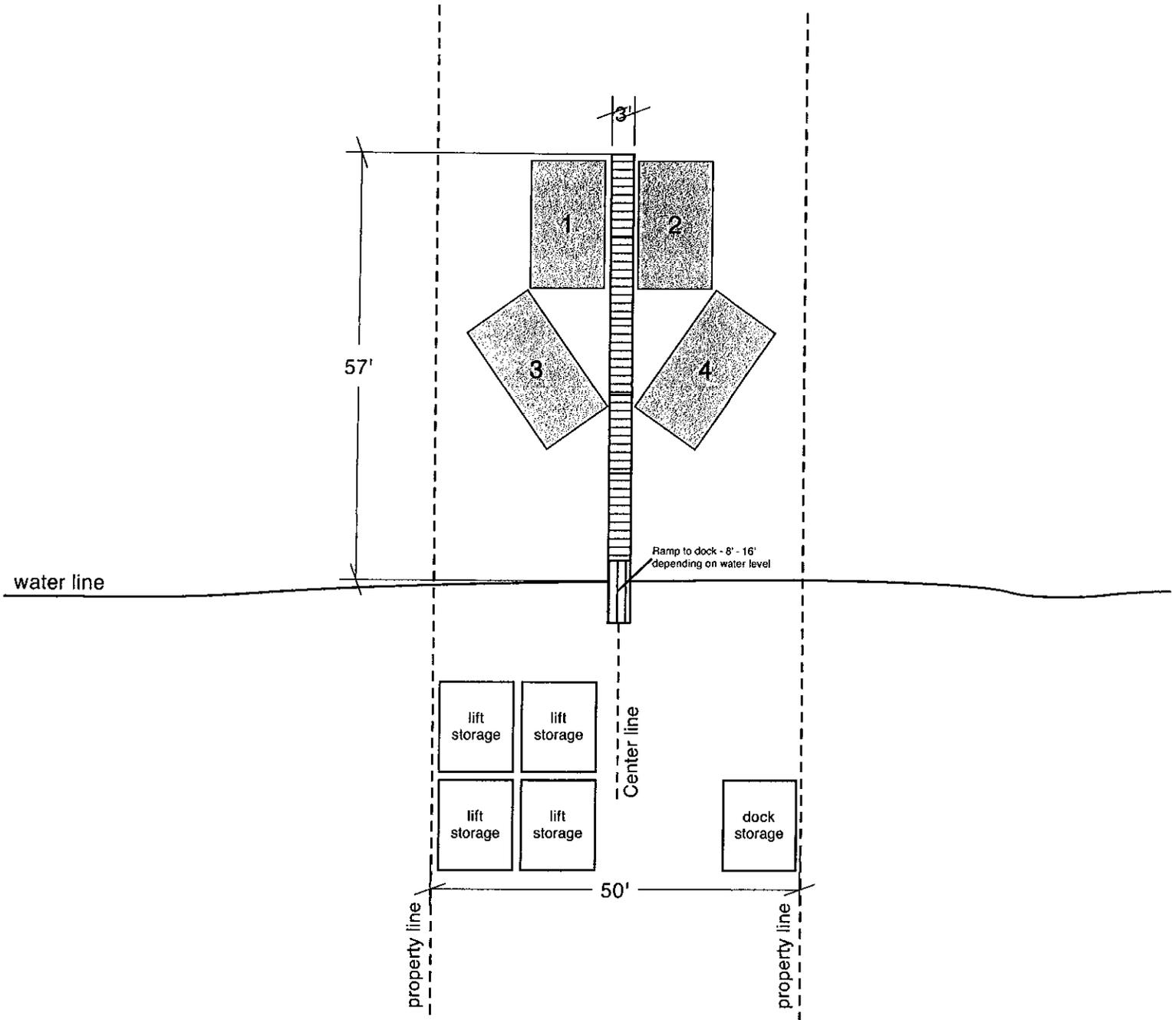
Edited by Mike Evangelist - 8/25/2012



Elm Beach

Approximate Scale 1" = 20'

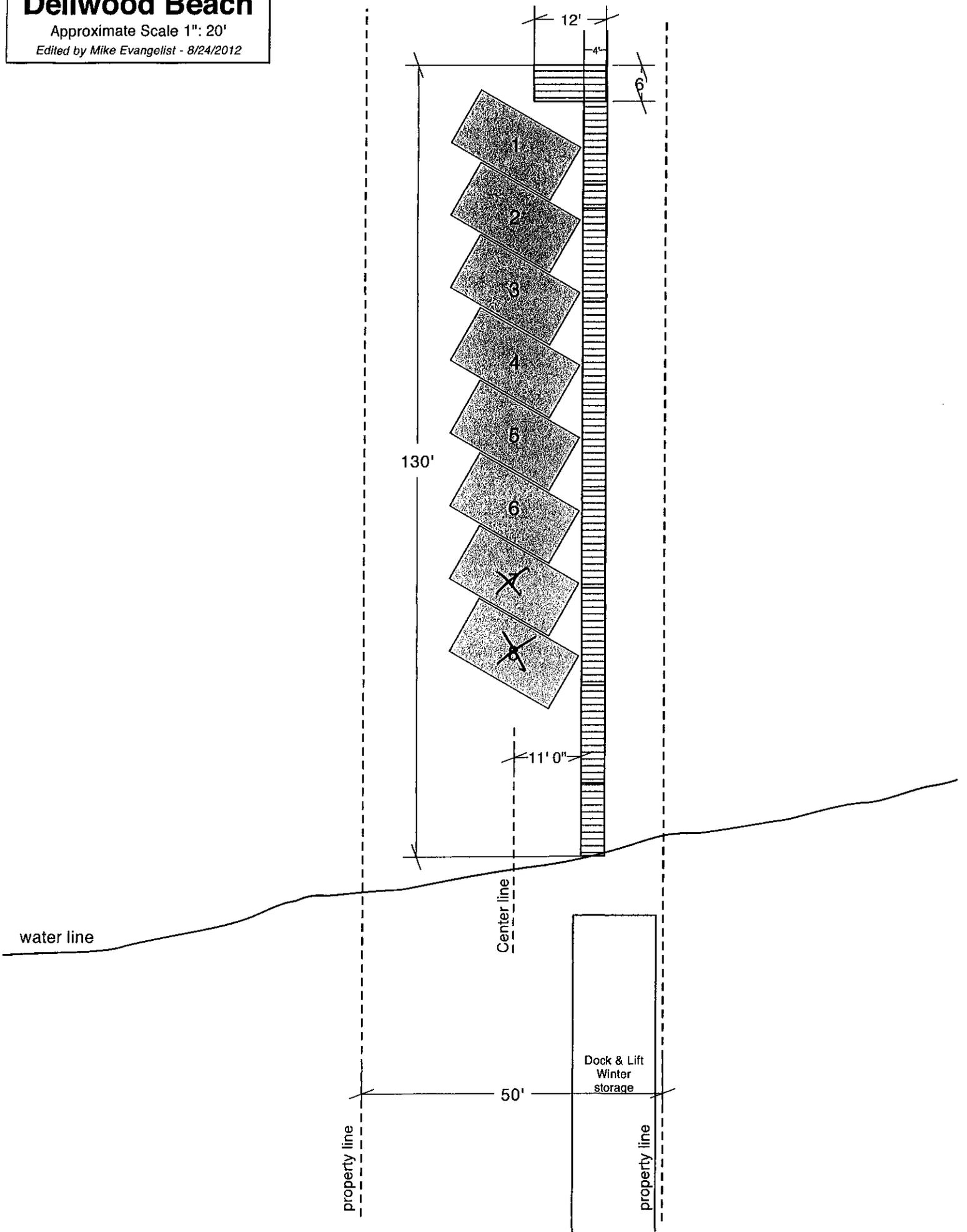
Edited by Mike Evangelist - 10/1/2012



Dellwood Beach

Approximate Scale 1": 20'

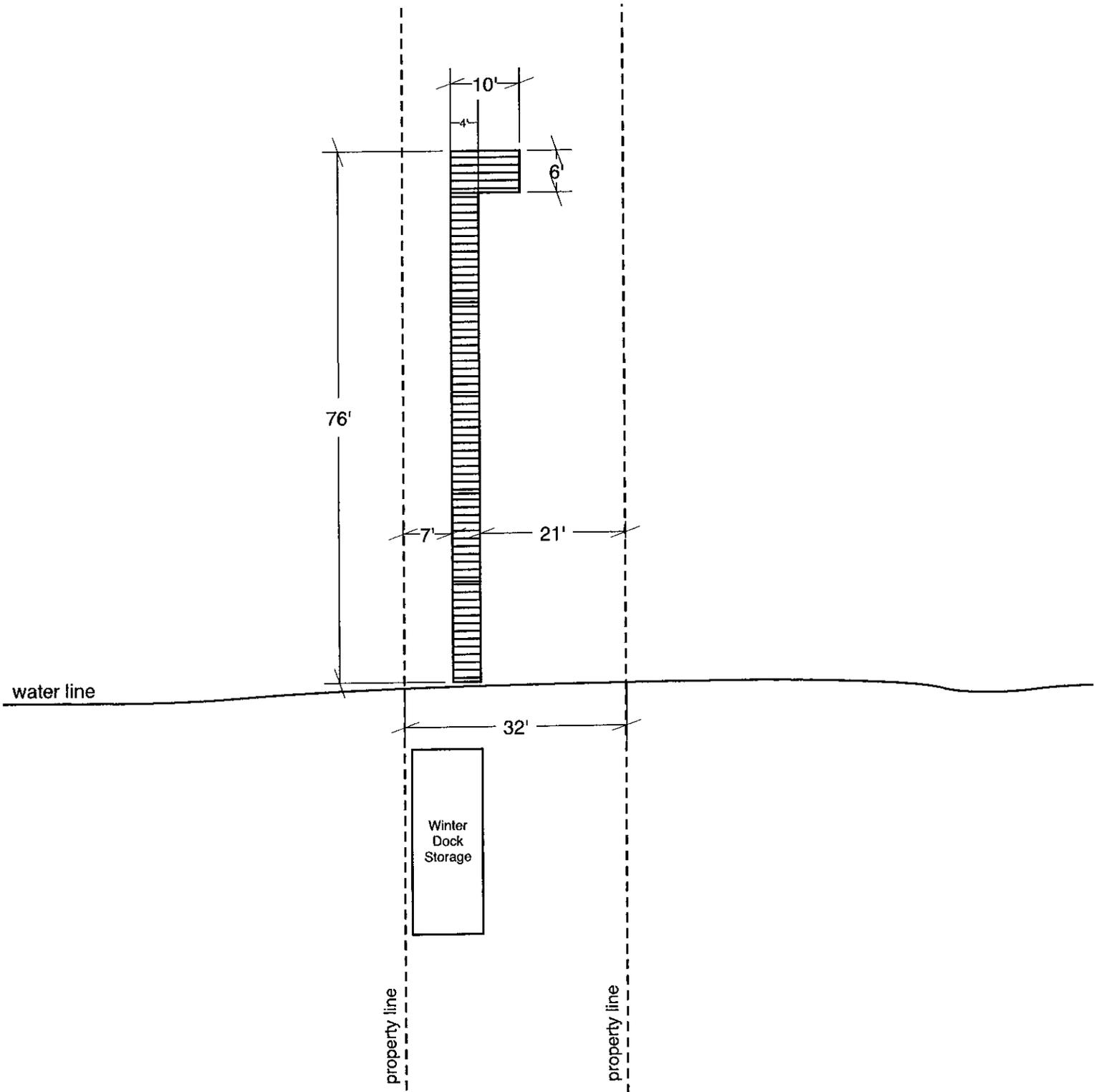
Edited by Mike Evangelist - 8/24/2012



Kay Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 9/30/2014





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

Office Use Only

Application Number: _____ Other permits obtained Yes NO
 Date Received in Office _____ Insurance Yes No
 Amount of Fee Received \$ _____ Balance Due _____
Approval Date _____ Conditions/Stipulations Yes No
 (Type or print all of the following information in black ink to insure good copies)

1. STATUS New **Renewal--Identical to last year**

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

2. SITE OWNER INFORMATION:

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

3. APPLICANT INFORMATION (if different from owner)

Name **Birchwood Dock Association** Day Phone **651-426-8567**
 Street Address **700 Hall Ave.** Evening Phone _____
 City **Birchwood** State Zip **55110** _____
 Email **LHanson54@comcast.net**

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

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

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

5. MULTIPLE USER TYPE: (Please check one)

- Outlot Association Multiple Dwelling Municipal
 Private Municipal Commercial *Private Club*

Other (please explain) _____ Marina _____

6. SITE USAGE:

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

B. Current use of facility: *Same* _____

C. Historical use of facility: *Same* _____

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

North or West Owner(s):

Name _____ Day Phone _____
Mailing Address Full List Attached Evening Phone _____
City _____ State __ Zip _____

Name ~----- Day Phone _____
Mailing Address _____ Evening Phone _____
City _____ State __ Zip _____

South or East Owner(s):

Name ~----- Day Phone _____
Mailing Address _____ Evening Phone _____
City _____ State __ Zip _____

Name _____ Day Phone _____
Mailing Address _____ Evening Phone _____
City _____ State __ Zip _____

Any other affected parties

Name _____ Day Phone _____
Mailing Address _____ Evening Phone _____
City _____ State __ Zip _____

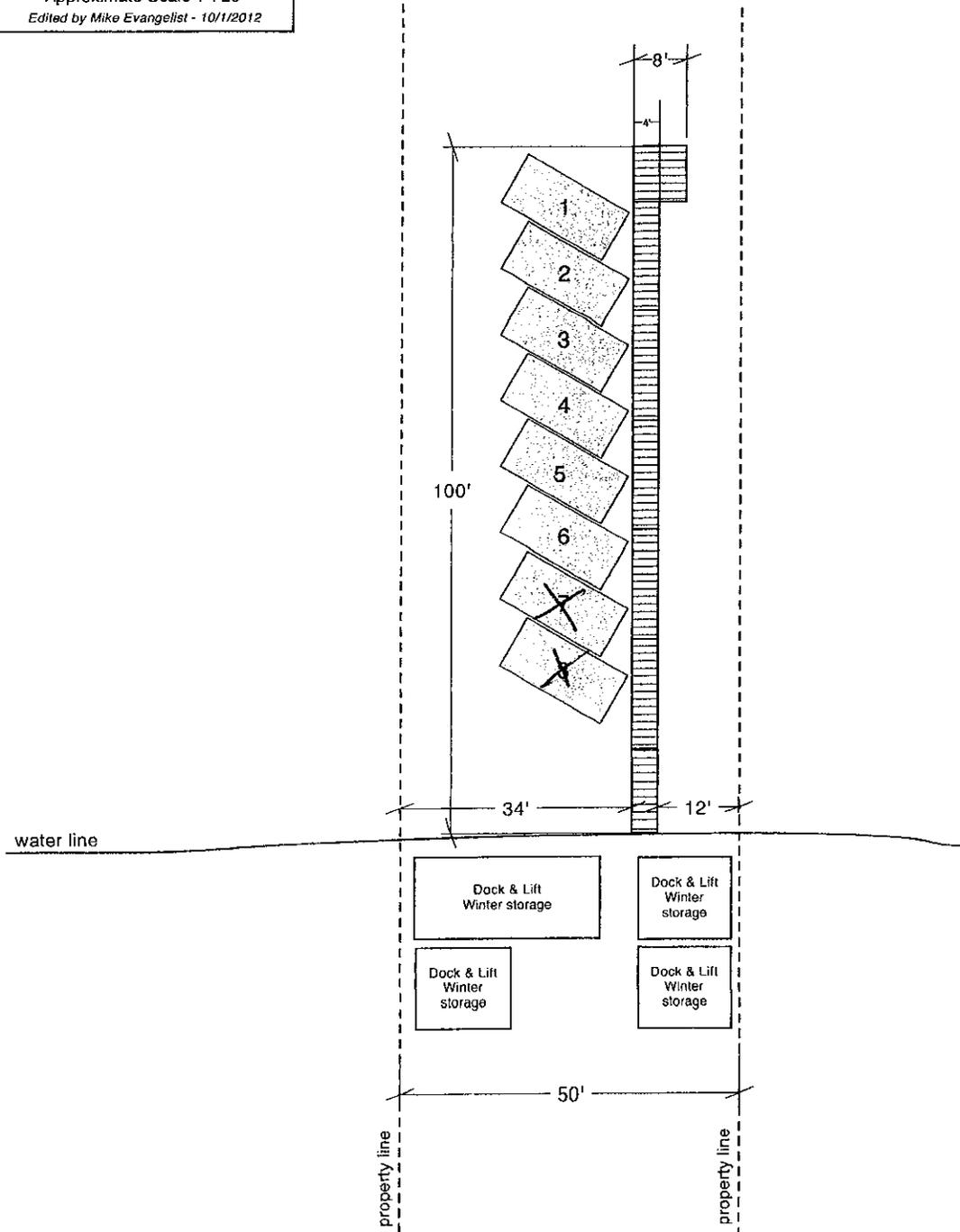
Birchwood Lake Tract Neighbors

	<u>First Name</u>	<u>Last Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Public Lake Tract</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	Tom	Delmont	143 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	West
5	Suzanne	Walfort	145 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
6	Joseph	Allaben	153 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
7	Roger & Mary	Kurtz	159 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
8	David	Malger	161 Wildwood Ave.	Birchwood	MN 55110	Ash - Neighbor	East
1	Steven & Nancy	Ferry	191 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	West
2	Nancy	Calderon	195 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	West
3	Keri	Pakonen	199 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	West
4	Thomas & Susan	Schway	201 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
5	Ted & Joanne	Thornquist	205 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
6	Richard	Galena	217 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
7	David Vail & Ann	Butler Vail	221 Wildwood Ave.	Birchwood	MN 55110	Birch - Neighbor	East
1	Kenneth	Broen	243 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	West
2	Trude	Harmon	780 Como Ave.	St. Paul	MN 55103	Elm - Neighbor	West
3	Craig & Peggy	Witthaus	259 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	West
4	Brian	Kraft	267 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	West
5	Ellen Maas & Len	Pratt	301 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
6	David	Pratt	309 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
7	Ralph & Patricia	Liebsch	315 Wildwood Ave.	St. Paul	MN 55101	Elm - Neighbor	East
8	Paul	Edwards	321 Wildwood Ave.	Birchwood	MN 55110	Elm - Neighbor	East
1	Terry & Jessica	Granec	363 Lakewood Lane	Birchwood	MN 55110	Dellwood -Neighbor	West
2	Chris & Natalie	Olson	365 Lakewood Lane	Birchwood	MN 55110	Dellwood -Neighbor	West
3	Jim & Nansee	Greely	407 Lake Ave.	Birchwood	MN 55110	Dellwood -Neighbor	West
4	Jerry & Jacqueline	Jaroz	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
1	Michael & Candice	Kraemer	471 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	West
2	Lawrence & Susan	Mahoney	479 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	West
3	Jim & Debbie	Harrod	483 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	West
4	Gerald & Judy	Duffy	505 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	East
5	Dr. Michael & Julie	McKenzie	509 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	East
6	Todd	Coursolle	515 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	East
7	David & Wanda	Wall	517 Lake Ave.	Birchwood	MN 55110	Kay - Neighbor	East

Ash Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 10/1/2012



8. OTHER PERMITS: All required permits, licenses and approvals have been obtained

from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock, ramp or mooring is located, other:

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

No Please explain: _____

9. MAXIMUM NUMBER OF WATERCRAFT:

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

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

10. SITE INFORMATION:

Site lake frontage = **50 Feet**

Water depth 100 feet from shore

Varies due to lake elevation

200 feet from shore =

300 feet from shore =

Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date)

(to be filled in by WBLCD)

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

- Boat Storage Boat Rentals
 Boat Sales Boat Service
 Restaurant Launching Ramp

Other (Explain) _____

Times open to the public: _____

12. DOCK INFORMATION:

Ash Beach

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

13. ADJOINING PROPERTY OWNERS' INFORMATION:

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

14. INSURANCE:

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

15. PARKING:

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

16. SANITARY FACILITIES:

Facilities are provided Yes No Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule)

Application Fee: \$50.00	\$ 50 _____
Fee for each approved slip over four: \$50.00	\$ 100 _____
Late Fee: \$50.00 (Renewals sent after 12/31/07)	\$ _____
Watercraft storage racks: \$5.00 for each craft stored	\$ _____
License deposit (if applicable)	\$ _____

Ash Beach TOTAL FEE ENCLOSED \$ 150

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional \$50.00 per slip or mooring and an additional \$10.00 per ramp/skid is due as follows:

112 of total fee amount in April

DUE IN APRIL \$ _____

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

DUE END OF AUGUST \$ _____

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

Authorized Signature: Mike Evangelist Date Fall 2014

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

Phone: 651-605-5873

Relationship to riparian owner Citizen of Birchwood Village

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website <http://www.wblcd.org>

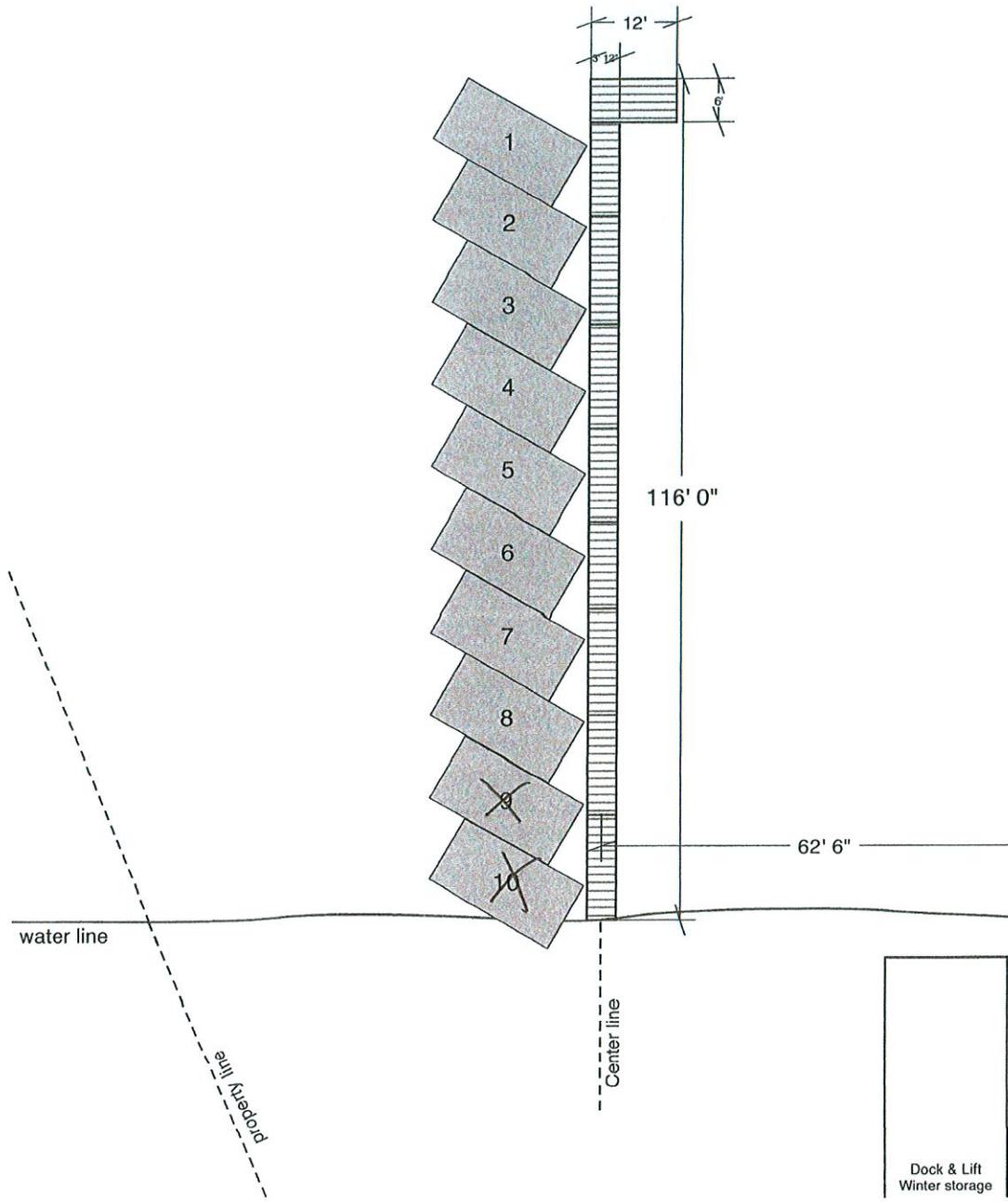
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
White Bear Lake, MN 55110

(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall.)

Birch Beach

Approximate Scale 1" : 20'

Edited by Mike Evangelist - 8/25/2012



8. OTHER PERMITS: All required permits, licenses and approvals have been obtained

from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock, ramp or mooring is located, other:

Yes Please list: City of Birchwood Village

No Please explain: _____

9. MAXIMUM NUMBER OF WATERCRAFT:

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

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

10. SITE INFORMATION:

Site lake frontage = **125 Feet**

Water depth 100 feet from shore

Varies due to lake elevation

200 feet from shore =

300 feet from shore =

Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date)

(to be filled in by WBLCD)

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

Boat Storage Boat Rentals

Other (Explain) _____

Boat Sales Boat Service

Restaurant Launching Ramp

Times open to the public: _____

12. DOCK INFORMATION:
Birch Beach

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

13. ADJOINING PROPERTY OWNERS' INFORMATION:

- A. Distance from (including ends of T's and L's) immediate property lines
 - North / West **60 Ft.** _____ ft.
 - South / East **60 Ft.** _____ ft.
- B. Distance from (including ends of T's and L's) adjoining docks.
 - North / West _____ ft.
 - South / East _____ ft.
- C. Lake frontage size" of adjoining property owners
 - North / West _____ ft.
 - South / East ' _____ ft.

14. INSURANCE:

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

16. PARKING:

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

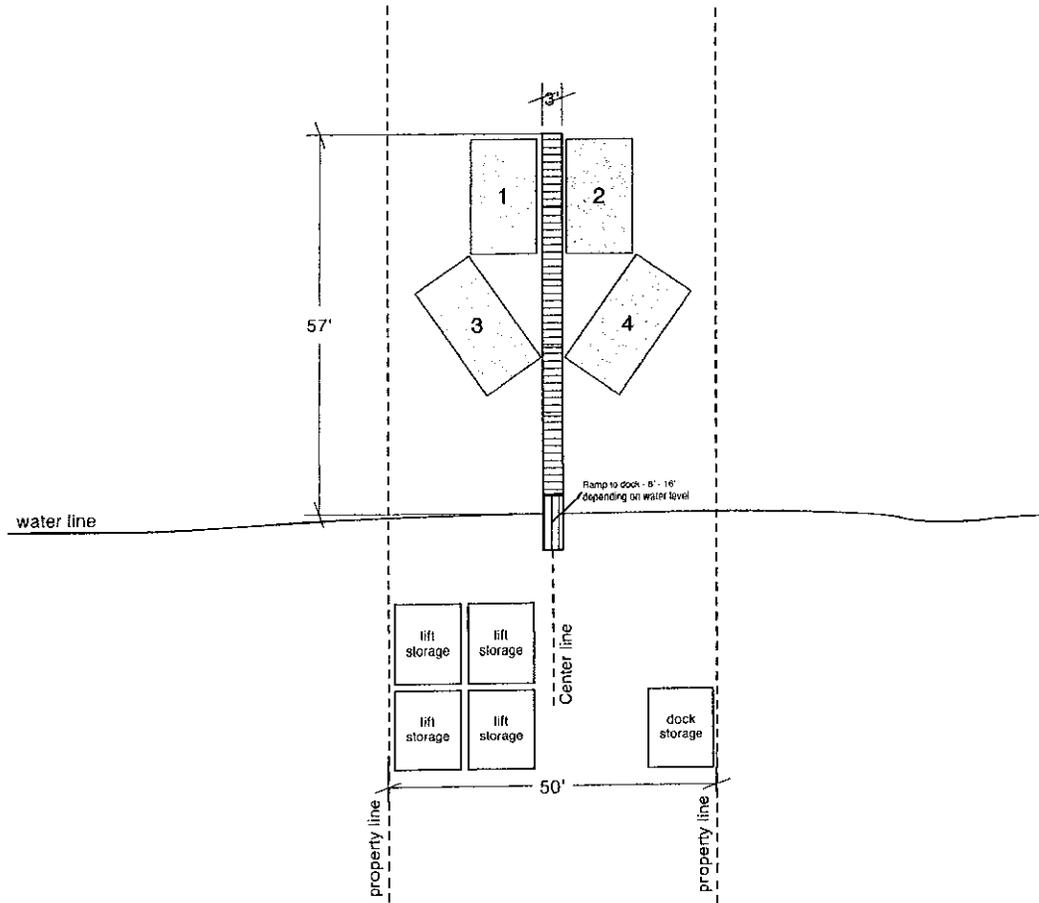
17. SANITARY FACILITIES:

Facilities are provided Yes No _____ Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

Elm Beach
Approximate Scale 1" = 20'
Edited by Mike Evangelist - 10/1/2012



12. DOCK INFORMATION:

Elm Beach

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

13. ADJOINING PROPERTY OWNERS' INFORMATION:

- A. Distance from (including ends of T's and L's)
immediate property lines
North / West **23 Ft.** _____ ft.
South / East **23 Ft.** _____ ft.
- B. Distance from (including ends of T's and L's)
adjoining docks.
North / West _____ ft.
South / East _____ ft.
- C. Lake frontage size" of adjoining property owners
North / West _____ ft.
South / East ' _____ ft.

14. INSURANCE:

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

17. PARKING:

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

18. SANITARY FACILITIES:

Facilities are provided Yes No _____ Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule)

Application Fee: \$50.00	\$	50 _____
Fee for each approved slip over four: \$50.00	\$	_____
Late Fee: \$50.00 (Renewals sent after 12/31/07)	\$	_____
Watercraft storage racks: \$5.00 for each craft stored	\$	_____
License deposit (if applicable)	\$	_____

Elm Beach TOTAL FEE ENCLOSED \$ **50**

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional \$50.00 per slip or mooring and an additional \$10.00 per ramp/skid is due as follows:

112 of total fee amount in April

DUE IN APRIL \$ _____

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

DUE END OF AUGUST \$ _____

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

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

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

Phone: **651-605-5873**

Relationship to riparian owner **Citizen of Birchwood Village** _____

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website <http://www.wblcd.org>

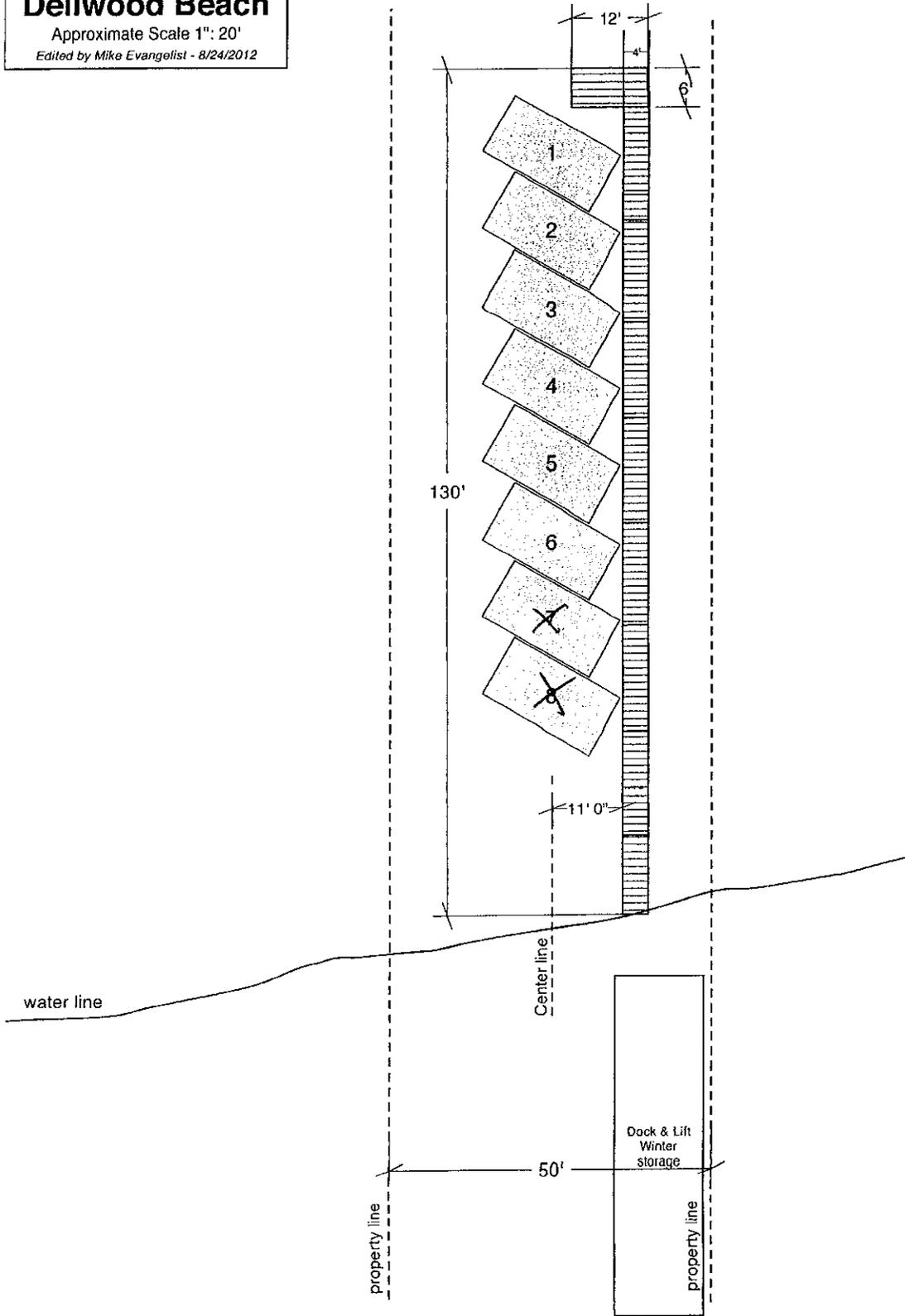
Return this application and all attachments to: White Bear Lake Conservation District
4701 Highway 61
White Bear Lake, MN 55110

(All applications approved at a board meeting; meetings are held 3rd Tuesday of the month at 7:00 p.m. in White Bear Lake City Hall.)

Dellwood Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 8/24/2012



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

APPLICATION:
Date, **Fall 2014** _____

8. OTHER PERMITS: All required permits, licenses and approvals have been obtained

from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock, ramp or mooring is located, other:

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

No Please explain: _____

9. MAXIMUM NUMBER OF WATERCRAFT:

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

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

10. SITE INFORMATION:

Site lake frontage = **50 Feet**

Water depth 100 feet from shore

Varies due to lake elevation

200 feet from shore =

300 feet from shore =

Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date)

(to be filled in by WBLCD)

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

Other (Explain) _____

Boat Storage

Boat Rentals

Boat Sales

Boat Service

Restaurant

Launching Ramp

Times open to the public: _____

12. DOCK INFORMATION:

Dellwood Beach

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

13. ADJOINING PROPERTY OWNERS' INFORMATION:

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

14. INSURANCE:

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

18. PARKING:

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

19. SANITARY FACILITIES:

Facilities are provided Yes No _____ Number of units: _____

17. PUMPING SERVICE:

Boat toilet pumping service is provided Yes No

18. FEES: (See attached License Fee Schedule)

Application Fee: \$50.00	\$	50	_____
Fee for each approved slip over four: \$50.00	\$	100	_____
Late Fee: \$50.00 (Renewals sent after 12/31/07)	\$		_____
Watercraft storage racks: \$5.00 for each craft stored	\$		_____
License deposit (if applicable)	\$		_____

Dellwood Beach TOTAL FEE ENCLOSED \$ **150**

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional \$50.00 per slip or mooring and an additional \$10.00 per ramp/skid is due as follows:

112 of total fee amount in April

DUE IN APRIL \$ _____

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

DUE END OF AUGUST \$ _____

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Authorized Signature: Mike Evangelist Date Fall 2014

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

Phone: 651-605-5873

Relationship to riparian owner Citizen of Birchwood Village

Any questions, call Administrative Secretary at: (651) 429-8520 FAX (651) 429-8500
Email: wblcd@msn.com website http://www.wblcd.org

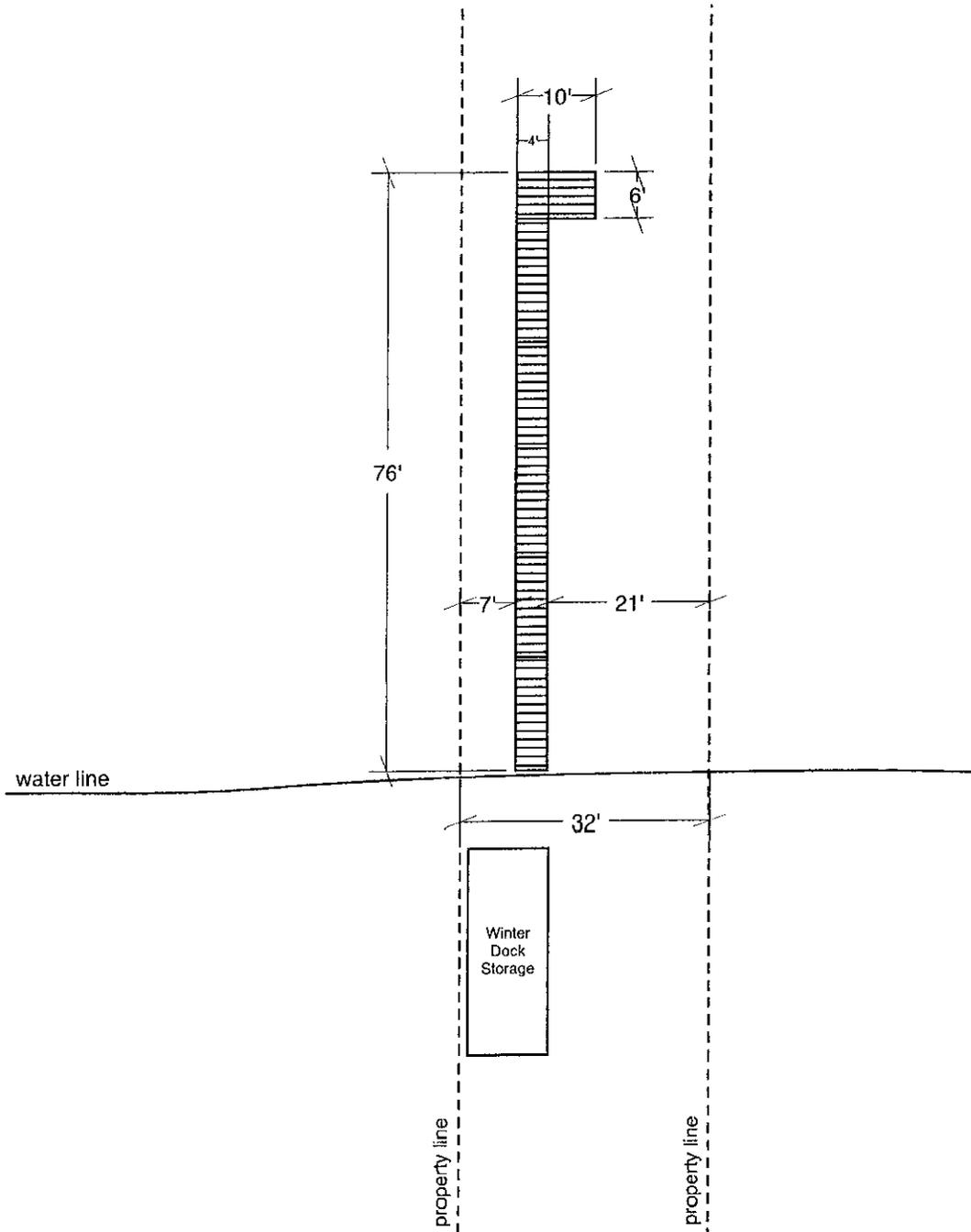
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4701 Highway 61
White Bear Lake, MN 55110

(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.)

Key Beach

Approximate Scale 1" = 20'

Edited by Mike Evangelist - 9/30/2014



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

APPLICATION:
Date, **Fall 2014**

8. OTHER PERMITS: All required permits, licenses and approvals have been obtained

from the Minnesota Department of Natural Resources and the municipality in which the access to or the dock, ramp or mooring is located, other:

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

No Please explain: _____

9. MAXIMUM NUMBER OF WATERCRAFT:

Kay Beach – Birchwood Village will allow 0 Swimming Only

By Location

At slips
At slides
At lifts
At moorings
At tie-ons
At off-lake storage
Other (describe)

TOTAL

By Use

For rent, lease, etc.
For service work
For company use
For private use
For transient use

Other (describe)

TOTAL

10. SITE INFORMATION:

Site lake frontage = **32 Feet**

Water depth 100 feet from shore

Varies due to lake elevation

200 feet from shore =

300 feet from shore =

Water depth above measured on _____ (date)

Ramsey County Lake elevation _____ (date)

(to be filled in by WBLCD)

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

Boat Storage

Boat Rentals

Other (Explain) _____

Boat Sales

Boat Service

Restaurant

Launching Ramp

Times open to the public: _____

12. DOCK INFORMATION:

Kay Beach

- Q. Total dock length (into the lake) **76** ft.
R. Length from water's edge
(including T's and L's) **76** ft.
S. Width of Dock **4** ft.
T. Projections from dock:
13. Number of projections **1**
14. Length and width of T's, L's or fingers
7'
15. Other projection(s)

13. ADJOINING PROPERTY OWNERS' INFORMATION:

- A. Distance from (including ends of T's and L's)
immediate property lines ----- ft.
North / West **7 Ft.** ----- ft.
South / East **14 Ft.**
B. Distance from (including ends of T's and L's)
adjoining docks. _____ ft.
North / West **Varies** _____ ft.
South / East **Varies** _____ ft.
C. Lake frontage size" of adjoining property owners _____ ft.
North / West
South / East '

14. INSURANCE:

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

19. PARKING:

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

20. 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)

Application Fee: \$50.00	\$	50	_____
Fee for each approved slip over four: \$50.00	\$		_____
Late Fee: \$50.00 (Renewals sent after 12/31/107)	\$		_____
Watercraft storage racks: \$5.00 for each craft stored	\$		_____
License deposit (if applicable)	\$		_____

Kay Beach TOTAL FEE ENCLOSED \$ 50

This application is for a commercial dock or mooring area:

Yes No

If yes, an additional \$50.00 per slip or mooring and an additional \$10.00 per ramp/skid is due as follows:

112 of total fee amount in April

DUE IN APRIL \$ _____

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

DUE END OF AUGUST \$ _____

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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.)

Fund Name: All Funds
Date Range: 09/06/2014 to 10/09/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
09/12/2014	Payroll Period Ending 09/11/2014		28453	\$1,502.63	100-41400-100	\$1,502.63
09/25/2014	Manship Plumbing & Heating Inc	locate services/testing/Monthly Standby August 2014	28454	\$1,030.00	601-43180-305	\$1,030.00
09/26/2014	Payroll Period Ending 09/26/2014		28455	\$1,834.52	100-41400-100	\$1,834.52
10/02/2014	Payroll Period Ending 10/02/2014		28456	\$363.63	100-41400-100	\$363.63
10/09/2014	Steve Dean Tree Trimming	Tree Removal	28457	\$800.00	100-43135-305	\$800.00
10/09/2014	Toshiba Business Solutions, USA Inc	Quarterly Maintenance	28458	\$22.43	100-41420-305	\$22.43
10/09/2014	Thatcher Engineering, Inc	Wildwood lift station	28459	\$442.90	100-41650-300	\$442.90
10/09/2014	Ronnan, Kenny	Sept 2014 (3Hours)	28460	\$67.50	100-41950-305	\$67.50
10/09/2014	Birchwood Dock Association	Dock fees	28461	\$70.00	100-49200-999	\$70.00
10/09/2014	Deluxe	Checks	28462	\$264.08	100-41420-210	\$264.08
10/09/2014	City of White Bear Lake	Lift Station Fees August 2014	28463	\$1,203.20	605-43190-305	\$1,203.20
10/09/2014	City of White Bear Lake	August Inspections	28464	\$522.00	605-43190-305	\$522.00
10/09/2014	PERA	Staff Retirement PE 01/07/2014 EFT	28465	\$264.60	100-41400-121	\$264.60
10/09/2014	TSE, INC	City Hall Cleaning 09/04/14	28466	\$21.00	100-41940-305	\$21.00
10/09/2014	SL - serco	Meter Reads - 08/19/2014	28467	\$310.00	601-43180-305 605-43190-305	\$155.00 \$155.00
10/09/2014	Schwaab, Inc.	Councilmember Name Plate & holder	28468	\$18.59	100-41420-200	\$18.59
10/09/2014	Menards - Maplewood	Mop for City Hall	28469	\$21.46	100-41940-999	\$21.46
10/09/2014	On-Site Sanitation Inc	Rental Monthly Unit - September 2014 - Tennis Court/Tighe	28470	\$184.58	100-45200-305 100-45200-305	\$92.29 \$92.29
10/09/2014	Gopher State One Call	Locates - September 2014 (22 emails)	28471	\$30.45	601-42805-305	\$30.45
10/09/2014	Manship Plumbing & Heating Inc	locate services/testing/Monthly Standby September 2014	28472	\$910.00	601-43180-305	\$910.00
10/09/2014	KEJ Enterprizes	city clean up	28473	\$945.00	100-45010-305 100-45200-305	\$720.00 \$225.00

City of Birchwood Village

Disbursements Register

10/09/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
10/09/2014	PERA	Staff Retirement PE 009/29/2014 EFT	28474	\$264.60	100-41400-121	\$264.60
10/09/2014	TSE, INC	City Hall Cleaning 09/18/14	28475	\$21.00	100-41940-305	\$21.00
10/09/2014	City of White Bear Lake	Fire Services contract September	28476	\$1,496.25	605-43190-305	\$1,496.25
10/09/2014	MN Depart. Employment & Econ Dev	Unemployment Ins - 3 qtr 2014	28477	\$2,460.41	100-41400-140	\$2,460.41
10/09/2014	Thatcher Engineering, Inc	Wildwood lift station	28478	\$915.00	100-41650-300	\$915.00
10/09/2014	City of Roseville	Oct 2014 IT/Phone Services	28479	\$417.50	100-41955-305 100-41955-305	\$48.75 \$368.75
10/09/2014	Wingfield, Mary	Reimbursement for screws	28480	\$5.49	100-41940-810	\$5.49
10/09/2014	Payroll Period Ending 10/09/2014		28481	\$110.82	100-45200-100	\$110.82
10/09/2014	Xcel Energy	Street lights August 2014 EFT	OctEFT1	\$1,221.66	100-43160-380	\$1,221.66
10/09/2014	Xcel Energy	Lift Station, City hall, Warming house utilities 2014 EFT	OCTEFT2	\$638.08	100-41940-380 100-43190-380 100-45200-380	\$125.57 \$499.98 \$12.53
10/09/2014	Xcel Energy	Street Lights Oct 2014 EFT	OCTEFT3	\$1,223.29	100-43160-380	\$1,223.29
Total For Period				\$19,602.67		
Total Year To Date				\$508,326.32		

Fund Name: All Funds
 Date Range: 09/09/2014 to 10/09/2014

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
09/10/2014	Residents - via St Anthony Village	U/B 09/10/2014	1312	\$6,298.74	100-32250	\$59.10
					601-34110	\$3,043.16
					601-34170	\$64.01
					605-34190	\$3,132.47
09/11/2014	Weber, Herbert	Vilage Hall rental	1306	\$25.00	100-34101	\$25.00
09/11/2014	K.B. Service Company	Building Permit	1307	\$31.50	100-32210	\$31.50
09/12/2014	Residents - via St Anthony Village	U/B 09/12/2014	1313	\$1,719.39	601-34110	\$860.12
					601-34170	\$17.49
					605-34190	\$841.78
09/16/2014	Les Jones Roofing	Building permit	1308	\$541.00	100-32210	\$541.00
09/16/2014	Les Jones Roofing	building Permit	1309	\$10.81	100-32210	\$10.81
09/16/2014	US Bank	refund of bond overpayment	1310	\$60.07	605-36240	\$60.07
09/17/2014	Residents - via St Anthony Village	U/B 09/17/2014	1314	\$4,654.43	100-32250	\$25.00
					601-34110	\$1,506.49
					601-34170	\$53.98
					605-34190	\$3,068.96
09/19/2014	Residents - via St Anthony Village	U/B 09/19/2014	1323	\$3,057.97	601-34110	\$1,641.51
					601-34170	\$26.88
					605-34190	\$1,389.58
09/23/2014	Residents - via St Anthony Village	U/B 09/23/2014	1322	\$1,643.82	601-34110	\$531.10
					601-34170	\$19.40
					605-34190	\$1,093.32
09/25/2014	Residents - via St Anthony Village	U/B 09/25/2014	1321	\$1,604.43	601-34110	\$518.39
					601-34170	\$19.04
					605-34190	\$1,067.00
09/30/2014	Leeves, Nicholas	Building permit	1315	\$99.25	100-32210	\$99.25
09/30/2014	Webber, Daniel	Building permit	1316	\$25.00	100-32210	\$25.00
09/30/2014	Tent's Siding, LLC	Building permit for Brian Hander	1317	\$200.70	100-32210	\$200.70
10/01/2014	Residents - via St Anthony Village	U/B 10/01/2014	1320	\$6,579.81	100-32250	\$25.00
					601-34110	\$2,482.06
					601-34170	\$68.24
					605-34190	\$4,004.51
10/09/2014	Oneka Roofing Inc.	107 Birchwood Ave	1318	\$158.25	100-32210	\$158.25
10/09/2014	Will, Ryan	Building Permit	1319	\$30.00	100-32210	\$30.00

Total For Period **\$26,740.17**

Total Year To Date **\$382,250.31**

As of 10/09/2014
 Fiscal Year:2014

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$568,328.07	\$206,178.05	\$296,155.45	\$478,350.67
Special Rev Projects	\$11,477.21	\$3,635.00	\$299.40	\$14,812.81
Spec Rev - Warm House	\$0.00	\$962.43	\$962.43	\$0.00
Sewer 2004 Bonds	\$30,184.92	\$0.00	\$27,780.07	\$2,404.85
Birchwood In Re-hab Bond	\$745.04	\$0.00	\$183.00	\$562.04
Sewer Re-hab 2008 Debt	\$2,499.10	\$590.44	\$2,930.09	\$159.45
Cap Project - PW	\$5,726.27	\$40,739.44	\$36,206.80	\$10,258.91
Water Enterprise Fund	\$23,834.51	\$46,254.67	\$65,073.00	\$5,016.18
Sewer Enterprise Fund	\$40,829.33	\$83,890.28	\$67,058.04	\$57,661.57
Sewer Infrastructure	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Total	\$713,624.45	\$382,250.31	\$496,648.28	\$599,226.48

As of 12/31/2014

General Fund	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$326,299.00	\$183,543.50	(\$142,755.50)
Total Acct 310	\$326,299.00	\$183,543.50	(\$142,755.50)
Business Licenses and Permits	\$0.00	\$711.93	\$711.93
Total Acct 321	\$0.00	\$711.93	\$711.93
Building Permits	\$0.00	\$6,042.24	\$6,042.24
Dog Licenses	\$0.00	\$395.00	\$395.00
Spring Leaf Collection	\$0.00	\$1,832.55	\$1,832.55
Dock/Lift Permit Fee	\$0.00	\$885.66	\$885.66
Total Acct 322	\$0.00	\$9,155.45	\$9,155.45
State Grants and Aids	\$0.00	\$119.00	\$119.00
Total Acct 334	\$0.00	\$119.00	\$119.00
Recycle Grant	\$0.00	\$1,500.00	\$1,500.00
Cable Comm. Grant	\$0.00	\$6,205.14	\$6,205.14
Total Acct 336	\$0.00	\$7,705.14	\$7,705.14
City Hall and Garage Rent	\$0.00	\$58.00	\$58.00
Water Fee	\$0.00	\$131.27	\$131.27
Total Acct 341	\$0.00	\$189.27	\$189.27
Fines	\$0.00	\$694.95	\$694.95
Total Acct 351	\$0.00	\$694.95	\$694.95
Miscellaneous	\$0.00	\$223.38	\$223.38
Total Acct 361	\$0.00	\$223.38	\$223.38
Interest Earnings	\$0.00	\$135.35	\$135.35
Zoning Permits	\$0.00	\$206.00	\$206.00
Contrib. and Donations-Private	\$0.00	\$620.00	\$620.00
Refund-Reimbursemnt-Dividend	\$0.00	\$2,874.08	\$2,874.08
Total Acct 362	\$0.00	\$3,835.43	\$3,835.43
Total Revenues	\$326,299.00	\$206,178.05	(\$120,120.95)
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
GENERAL GOVERNMENT	\$0.00	\$0.40	(\$0.40)
Total Acct 410	\$0.00	\$0.40	(\$0.40)
Publishing	\$2,080.00	\$649.44	\$1,430.56
Total Acct 411	\$2,080.00	\$649.44	\$1,430.56
City Council	\$4,200.00	\$954.90	\$3,245.10
Total Acct 413	\$4,200.00	\$954.90	\$3,245.10
Clerk - Treasurer	\$70,000.00	\$63,284.60	\$6,715.40

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

10/09/2014

Elections	\$4,650.00	\$562.12	\$4,087.88
Office Operations/Supplies	\$3,175.00	\$1,512.35	\$1,662.65
Postage/Postal Permits	\$650.00	\$1,061.34	(\$411.34)
Total Acct 414	\$78,475.00	\$66,420.41	\$12,054.59
Financial Administration	\$400.00	\$300.00	\$100.00
Accounting	\$2,000.00	\$0.00	\$2,000.00
Assessing	\$5,450.00	\$5,490.71	(\$40.71)
Insurance - employee	\$0.00	\$515.00	(\$515.00)
Total Acct 415	\$7,850.00	\$6,305.71	\$1,544.29
Legal Services	\$7,000.00	\$360.00	\$6,640.00
Engineer Service	\$7,000.00	\$3,328.55	\$3,671.45
Total Acct 416	\$14,000.00	\$3,688.55	\$10,311.45
Per Diem	\$600.00	\$475.00	\$125.00
Total Acct 418	\$600.00	\$475.00	\$125.00
Grants	\$0.00	\$1,788.00	(\$1,788.00)
Planning and Zoning	\$200.00	\$1,528.00	(\$1,328.00)
City Training and Development	\$3,163.00	\$0.00	\$3,163.00
City Hall-Gov't Buildings	\$9,000.00	\$5,361.16	\$3,638.84
City Insurance	\$8,190.00	\$7,037.00	\$1,153.00
Cable Eqpmt and Service	\$0.00	\$1,827.19	(\$1,827.19)
Phone/IT	\$0.00	\$4,522.56	(\$4,522.56)
Newsletter	\$125.00	\$0.00	\$125.00
Total Acct 419	\$20,678.00	\$22,063.91	(\$1,385.91)
Police	\$48,000.00	\$23,255.48	\$24,744.52
Total Acct 421	\$48,000.00	\$23,255.48	\$24,744.52
Fire	\$21,000.00	\$11,970.00	\$9,030.00
Total Acct 422	\$21,000.00	\$11,970.00	\$9,030.00
Building Inspection	\$8,100.00	\$3,676.35	\$4,423.65
Total Acct 424	\$8,100.00	\$3,676.35	\$4,423.65
Other Protection	\$100.00	\$0.00	\$100.00
Animal Control	\$600.00	\$919.19	(\$319.19)
Total Acct 428	\$700.00	\$919.19	(\$219.19)
Streets and Road Mntnc	\$6,000.00	\$316.80	\$5,683.20
Leaf Pick-Up	\$0.00	\$2,135.00	(\$2,135.00)
Seal Coat project	\$0.00	\$48,080.16	(\$48,080.16)
Street Sweeping	\$4,000.00	\$1,700.00	\$2,300.00
Ice and Snow Removal	\$16,000.00	\$18,136.34	(\$2,136.34)
Tree Removal	\$5,000.00	\$1,940.00	\$3,060.00
Weed Control	\$0.00	\$37.72	(\$37.72)
Utility - Drain Structure Care	\$2,000.00	\$0.00	\$2,000.00
Street Lights	\$15,000.00	\$12,640.65	\$2,359.35
Sewer Utility	\$0.00	\$499.98	(\$499.98)
Total Acct 431	\$48,000.00	\$85,486.65	(\$37,486.65)
Recycle	\$10,000.00	\$6,624.00	\$3,376.00
Total Acct 433	\$10,000.00	\$6,624.00	\$3,376.00
Sanitation - Recycling	\$0.00	\$1,656.00	(\$1,656.00)
Total Acct 441	\$0.00	\$1,656.00	(\$1,656.00)
Lawn Care/Mntnc	\$13,000.00	\$4,681.06	\$8,318.94
Total Acct 450	\$13,000.00	\$4,681.06	\$8,318.94

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

10/09/2014

Recreation	\$1,700.00	\$1,700.00	\$0.00
Total Acct 451	\$1,700.00	\$1,700.00	\$0.00
Parks	\$16,000.00	\$11,582.95	\$4,417.05
Total Acct 452	\$16,000.00	\$11,582.95	\$4,417.05
CONSERVATION - NATURAL RESOURC	\$1,916.00	\$1,915.78	\$0.22
Total Acct 461	\$1,916.00	\$1,915.78	\$0.22
Unallocated Expenditures	\$0.00	\$1,390.23	(\$1,390.23)
Total Acct 492	\$0.00	\$1,390.23	(\$1,390.23)
Total Disbursements	\$296,299.00	\$255,416.01	\$40,882.99
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$40,739.44	
Beginning Cash Balance		\$568,328.07	
Cash Balance as of 12/31/2014		\$478,350.67	

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

10/09/2014

As of 12/31/2014

Special Rev Projects	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$3,400.00	\$3,400.00
Zoning App Fee	\$0.00	\$200.00	\$200.00
Total Acct 322	\$0.00	\$3,600.00	\$3,600.00
 MISCELLANEOUS REVENUES	 \$0.00	 \$35.00	 \$35.00
Total Acct 362	\$0.00	\$35.00	\$35.00
 Total Revenues	 \$0.00	 \$3,635.00	 \$3,635.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
 Disbursements:			
MISCELLANEOUS	\$0.00	\$35.00	(\$35.00)
Total Acct 490	\$0.00	\$35.00	(\$35.00)
 Unallocated Expenditures	 \$0.00	 \$264.40	 (\$264.40)
Total Acct 492	\$0.00	\$264.40	(\$264.40)
 Total Disbursements	 \$0.00	 \$299.40	 (\$299.40)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
 Beginning Cash Balance		 \$11,477.21	
 Cash Balance as of 12/31/2014		 \$14,812.81	

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

10/09/2014

As of 12/31/2014

Spec Rev - Warm House	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
MISCELLANEOUS REVENUES	\$0.00	\$412.43	\$412.43
Contrib. and Donations-Private	\$0.00	\$550.00	\$550.00
Total Acct 362	\$0.00	\$962.43	\$962.43
Total Revenues	\$0.00	\$962.43	\$962.43
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Unallocated Expenditures	\$0.00	\$962.43	(\$962.43)
Total Acct 492	\$0.00	\$962.43	(\$962.43)
Total Disbursements	\$0.00	\$962.43	(\$962.43)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2014		\$0.00	

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

10/09/2014

As of 12/31/2014

Sewer 2004 Bonds	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Bond Payment	\$0.00	\$27,765.07	(\$27,765.07)
Total Acct 471	\$0.00	\$27,765.07	(\$27,765.07)
Total Disbursements	\$0.00	\$27,780.07	(\$27,780.07)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$30,184.92	
Cash Balance as of 12/31/2014		\$2,404.85	

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

10/09/2014

As of 12/31/2014

Birchwood In Re-hab Bond	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$183.00	(\$183.00)
Total Acct 415	\$0.00	\$183.00	(\$183.00)
Total Disbursements	\$0.00	\$183.00	(\$183.00)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$745.04	
Cash Balance as of 12/31/2014		\$562.04	

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

10/09/2014

As of 12/31/2014

Sewer Re-hab 2008 Debt

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A and B	\$0.00	\$590.44	\$590.44
Total Acct 361	\$0.00	\$590.44	\$590.44
Total Revenues	\$0.00	\$590.44	\$590.44
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$243.00	(\$243.00)
Total Acct 415	\$0.00	\$243.00	(\$243.00)
DEBT SERVICE	\$0.00	\$2,687.09	(\$2,687.09)
Total Acct 470	\$0.00	\$2,687.09	(\$2,687.09)
Total Disbursements	\$0.00	\$2,930.09	(\$2,930.09)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$2,499.10	
Cash Balance as of 12/31/2014		\$159.45	

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

10/09/2014

As of 12/31/2014

Cap Project - PW	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$40,739.44	
Disbursements:			
Streets and Road Mntnc	\$0.00	\$36,206.80	(\$36,206.80)
Total Acct 431	\$0.00	\$36,206.80	(\$36,206.80)
Total Disbursements	\$0.00	\$36,206.80	(\$36,206.80)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$5,726.27	
Cash Balance as of 12/31/2014		\$10,258.91	

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

10/09/2014

As of 12/31/2014

Water Enterprise Fund	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$44,076.40	\$44,076.40
Penalty - Late Water/Sewer	\$0.00	\$175.41	\$175.41
State and Misc fees	\$0.00	\$1,704.13	\$1,704.13
Total Acct 341	\$0.00	\$45,955.94	\$45,955.94
 Miscellaneous	 \$0.00	 \$297.53	 \$297.53
Total Acct 361	\$0.00	\$297.53	\$297.53
 Interest Earnings	 \$0.00	 \$1.20	 \$1.20
Total Acct 362	\$0.00	\$1.20	\$1.20
 Total Revenues	 \$0.00	 \$46,254.67	 \$46,254.67
 Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
 Disbursements:			
Office Operations/Supplies	\$0.00	\$106.64	(\$106.64)
Postage/Postal Permits	\$0.00	\$126.06	(\$126.06)
Total Acct 414	\$0.00	\$232.70	(\$232.70)
 Financial Administration	 \$0.00	 \$3,632.59	 (\$3,632.59)
Assessing	\$0.00	\$16.50	(\$16.50)
Total Acct 415	\$0.00	\$3,649.09	(\$3,649.09)
 Utility Locates	 \$0.00	 \$357.55	 (\$357.55)
Total Acct 428	\$0.00	\$357.55	(\$357.55)
 Water Utility	 \$0.00	 \$34,537.07	 (\$34,537.07)
Wtr/Swr Emergency	\$0.00	\$26,295.00	(\$26,295.00)
Total Acct 431	\$0.00	\$60,832.07	(\$60,832.07)
 Unallocated Expenditures	 \$0.00	 \$1.59	 (\$1.59)
Total Acct 492	\$0.00	\$1.59	(\$1.59)
 Total Disbursements	 \$0.00	 \$65,073.00	 (\$65,073.00)
 Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
 Beginning Cash Balance		 \$23,834.51	
 Cash Balance as of 12/31/2014		 \$5,016.18	

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

10/09/2014

As of 12/31/2014

Sewer Enterprise Fund	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$273.73	\$273.73
Sewer Fee	\$0.00	\$83,550.48	\$83,550.48
Total Acct 341	\$0.00	\$83,824.21	\$83,824.21
Interest Earnings	\$0.00	\$6.00	\$6.00
Refund-Reimbursemnt-Dividend	\$0.00	\$60.07	\$60.07
Total Acct 362	\$0.00	\$66.07	\$66.07
Total Revenues	\$0.00	\$83,890.28	\$83,890.28
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Office Operations/Supplies	\$0.00	\$106.64	(\$106.64)
Postage/Postal Permits	\$0.00	\$126.06	(\$126.06)
Total Acct 414	\$0.00	\$232.70	(\$232.70)
Financial Administration	\$0.00	\$3,632.59	(\$3,632.59)
Assessing	\$0.00	\$16.50	(\$16.50)
Total Acct 415	\$0.00	\$3,649.09	(\$3,649.09)
Engineer Service	\$0.00	\$225.00	(\$225.00)
Total Acct 416	\$0.00	\$225.00	(\$225.00)
Sewer Utility	\$0.00	\$62,911.25	(\$62,911.25)
Total Acct 431	\$0.00	\$62,911.25	(\$62,911.25)
Unallocated Expenditures	\$0.00	\$40.00	(\$40.00)
Total Acct 492	\$0.00	\$40.00	(\$40.00)
Total Disbursements	\$0.00	\$67,058.04	(\$67,058.04)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$40,829.33	
Cash Balance as of 12/31/2014		\$57,661.57	

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

10/09/2014

As of 12/31/2014

Sewer Infrastructure

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$30,000.00	
Cash Balance as of 12/31/2014		\$30,000.00	

Analysis of Rates for 2014-2015 Snowplowing Season

	KEJ 2013-2014	KEJ Proposed	Birch, Inc Proposed	Alex's Lawn & Turf Proposed	H & B Services Proposed	H & B Services Proposed*
Dec	\$4,541.50	\$6,400.00	\$ 5,415.00	\$ 7,290.00	\$ 5,515.00	\$ 2,500.00
Jan	\$3,051.00	\$4,450.00	\$ 3,620.00	\$ 4,970.00	\$ 3,750.00	\$ 2,500.00
Feb	\$3,581.00	\$5,155.00	\$ 4,350.00	\$ 5,697.50	\$ 4,385.00	\$ 2,500.00
Mar	\$270.00	\$850.00	\$320.00	\$440.00	\$ 330.00	\$ 2,500.00
Apr	\$634.50	\$1,325.00	\$750.00	\$ 1,035.00	\$ 765.00	\$ 2,500.00
Total Charges	\$12,078.00	\$18,180.00	\$ 14,455.00	\$19,432.50	\$14,745.00	\$ 12,500.00

*Additional charges may apply

Total Charges determined by applying proposed hourly rate to piece of equipment most closely related, multiplied by hours each piece of equipment was used last winter.

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

This Contract, made and entered into this _____ day of _____, 2014, by and between _____, a business corporation organized under the laws of the state of Minnesota with offices at _____, and the CITY OF BIRCHWOOD VILLAGE, a Minnesota municipal corporation, with offices at 207 Birchwood Avenue, Birchwood, MN 55110.

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

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

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

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

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

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

3. Term. The term of this Contract shall be from the day of execution until April 30, 2015. This Contract may be extended after expiration of the initial term upon mutual agreement of the Parties.

4. Snow Removal Service Provisions and Schedule.

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

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

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

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

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

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

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

- 4.6.1. _____
- 4.6.2. _____
- 4.6.3. _____
- 4.6.4. _____

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

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

5. Performance Standards and Operation

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

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

5.2. Equipment Damage. The Contractor shall be responsible for safekeeping of its equipment, including, but not limited to, fire damage, theft and graffiti to the equipment.

This provision shall in no way limit the Contractor's right or ability to seek repayment for damages caused to its equipment from persons, other than the City, who are responsible for the damages.

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

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

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

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

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

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

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

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

8. Invoicing and Payment.

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

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

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

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

To the City:	To the Contractor:
City of Birchwood Village 207 Birchwood Avenue Birchwood, Minnesota 55110 Phone: 651-426-3403 Fax: 651-426-7747 Birchwoodvillage@comcast.net	_____ _____ _____ _____ _____

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

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

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

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

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

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

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

16. Merger, Amendment & Savings Clause. It is understood and agreed that the entire Contract between the parties is contained herein and that this Contract supersedes all oral

agreements, negotiations, and past practices between the parties relating to the subject matter. This Contract may be amended at any time by mutual agreement of the City and the Contractor. Any amendments shall be in writing to be effective. If any section of this Contract is found to be invalid or not enforceable, the remainder of the Contract shall remain in force and binding.

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

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

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

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

[signatures to follow on next page]

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

CITY OF BIRCHWOOD VILLAGE

By: _____
Mary Wingfield, Mayor

Dated: _____

By: _____
Chris Mickelson, City Administrator

Dated: _____

By: _____

Dated: _____



“SEASONAL” WINTER CARE AGREEMENT DEVELOPED

FOR:

Birchwood Village

PRESENTED BY:

Rick Galster
rick@h-bservices.com

137 Dartmoor Rd/ Mahtomedi, MN 55115/ ph:651-538-1594 / h-bservices.com

Winter Care

A. Trigger Depth

- The trigger depth is defined as the amount of snow accumulations of a single snowfall needed to activate snow removal services. If the new snow accumulation does not hit the trigger depth, snow removal services will not take place (unless requested by Birchwood Village attached fee schedule **SECTION F**). Snow will be measured on site, on paved surfaces.
 - PLOWING: **2.0"** snow accumulation
 - SHOVELING: **2.0"** snow accumulation

B. Plowing

- FULL PLOWING
 - The full plowing will commence by 7am if snowfall depth reaches the specified trigger depth but is less than 8". For snowfalls of 8-12", the deadlines will be extended to 18 hours, the deadlines will be extended to 5:00 PM or 7:00 AM whichever occurs first. Cessation of snow is defined by the end of precipitation for a given snowstorm that meets or exceeds the specified trigger depth in this agreement. Public roads will be plowed once following a new snowfall of **2.0"** accumulation.
 - **Service above is included in the seasonal Winter Care Agreement.**
- OPENUP PLOWING
 - During continuing snowfalls exceeding 3" or more, a 14' plow pass will be made to the Roads to allow reasonable access to the property. The open up pass will be made prior to 7:00 AM or 5:00 PM.
 - **Service above is included in the seasonal Winter Care Agreement**
 - Snow events under 3.0" open up plowing can be requested by an approved official of Birchwood Village, and will be billed at rates listed in **SECTION F**
- DRIFT PLOWING
 - After periods of excessive blowing and drifting, H&B Services will make 1. Inspection of all Roads and clean up drifts.
 - **Service above is included in the seasonal Winter Care Agreement.**
 - Additional Drift plowing may be requested at the direction of Birchwood Village. Service will be billed at rates in **SECTION F.**

- Push Backs/Banks
 - Depending on the amount of snow received through the season pushbacks can be requested by an approved official of Birchwood Village.
 - H&B Services will monitor and advise areas that need snow pushed back
 - **This Service NOT included in the seasonal Winter Care Agreement Rates in SECTION F.**

C. Shoveling (City Hall)

- Snow shoveling services will commence only after a trigger depth of **2.0"** of new snow accumulation. Private sidewalks, city walks and will be shoveled or blown once per snow event. For snowfalls up to 8.0", shoveling shall be completed by 7:00am if snowfall depth reaches the specified trigger depth. For accumulations of 8-12", the time deadlines extend to 18 daylight hours. Heavy snowfalls and blizzard conditions would enact the clause stated below relating to operations and billing for said events.
Service above is included in the seasonal Winter Care Agreement
- **HEAVY SNOW AND BLIZZARD CLAUSE** — In the event of heavy snow, defined as accumulations greater than 12" in a 24 hr period, or blizzard conditions as outlined by the nearest reporting National Weather Service station in proximity to the site, H & B Services reserves the right to bill for sidewalk clearing services on a time and materials basis **SECTION F**. Full-width clearing deadlines will also be extended to 36 hours from snowfall cessation.

D. Ice Control

- Roads
 - A salt/sand application will be made to the plowed areas after the following conditions:
 - **Automatically when necessary**
- SIDEWALKS
 - De-icing products used in aiding ice control will be applied to the walks as follows:
 - De-icing new concrete needs written approval from concrete vendor for products specified.
 - **Automatically when necessary**
- **Ice control applications will be completed at the rates listed below in SECTION F.**

E. Responsibility of Customer

The following activities are not part of the winter contract, H & B Services will help advise the customer to reduce costs in these areas:

- Snow remaining after the clean-up due to parked cars.
- Ice accumulation on drives, steps, walkways, and other paved areas caused by traffic, drainage, ice storms or melt refreeze conditions.
- Snow removal, hauling, relocating snow piles on the property or off of the property and the disbursement of snow piles within the development.
- Any and all damages due to items protruding from paved or grass areas or from items not visible to the contractor at the time of snow operation.
- Damages to wood or paint on steps due to shoveling operations.
- Snow removal requests that are below the specified trigger depth, or that are outside of The specifications.

F. Equipment/ Product Rates

- | | |
|--|-------------|
| • Single Axle Dump truck/W'12 plow | \$90/hr. |
| • 1 ton Plow truck W/"V" plow | \$80/hr. |
| • 1 ton Plow truck W/Straight plow | \$75/hr. |
| • Large Frame Skid Loader W/ 9' kage plow | \$85/hr. |
| • Large Frame Skid Loader W/ snow bucket | \$78/hr. |
| • Large Frame Skid Loader W/Hi-Flow Blower | \$105/hr. |
| • 4x4 Tractor 100hp W/ 12' Kage Plow | \$145hr |
| • 4x4 Tractor 100hp W/Blower | \$165/hr. |
| • Tandem Axle dump truck | \$100/hr. |
| • Side Walks (Shovel/blow) | \$42.00/hr. |
| • Calcium Chloride Sidewalk de-ice w/labor | \$.75/lb. |
| • CMA sidewalk de-ice (New Concrete) | \$2.35lb |
| • Salt Bucket/delivered | \$50/ea. |
| • Salt/sand (Labor Only) | \$65/hr. |

G. Standard Provisions

- In the event that the Minnesota Department of Transportation calls equipment off of the roads in the metropolitan areas and/or if wind gusts reach 25 mph, the contractor will have the option to call off snow removal operations until conditions exist which are safe, the contract deadlines will be extended an equivalent amount of time.
- In the event of new accumulations exceeding 12", and/or wind conditions as listed above, deadlines will be extended as needed.
- Snow will not be plowed past curb lines or paved edges unless requested by the customer. If H & B Services is requested to move snow piles past the curb lines or paved edges, the customer agrees not to hold H & B Services responsible for damages to the sod, irrigation, power boxes and other items visible or not visible to the operator at the time of snow removal.
- H & B Services agrees to repair property damages due to its negligence, provided however, that such damage are reported to H & B Services by the customer in writing within 10 days of occurrence. Repairs for such damages will be done by H & B Services and will be done in a reasonable time frame acceptable to both parties.
- It is understood that snowplowing involves the use of heavy equipment and scrapes to asphalt, concrete, speed bumps, water shut off s, curb lines and other surfaces is likely to occur, the customer agrees not to hold H & B Services responsible for such damages.
- It is understood by both parties that all salt and all other deice products are corrosive and will damage sidewalks, streets, curbs, sod and other plant material and surfaces and H & B Services shall not be responsible for such damages.
- Customer agrees to submit manufacturer's specifications for any special surfaces and other circumstances such as epoxy coatings, expansion joints, stamped concrete or other such surfaces that require rubber or Teflon cutting edges. Specifications from the manufacturer submitted to H & B Services in writing **BEFORE** the snow season begins, if no specifications are submitted, customer agrees not to hold H & B Services responsible for damages.
- It is understood by both parties that nobody can guarantee snow free, ice free or safe conditions and that H & B Services cannot be held responsible for such conditions.

Special Conditions

- **Hall Avenue, Cedar Street, Wildwood Avenue**
- **City Hall Parking Lots/ Sidewalks**
- **Parking Stalls Tighe-Schmitz park**

I. Terms and Conditions

The term of this contract shall be for a period of **5.5** months commencing on **11/01/2014** and terminating on **4/15/2015**. The time performance of any portion of the obligations of H & B Services this agreement shall be of the essence, subject only to delay caused by or contributed to by act of the Client, it's agents or employees, labor disputes, fire, unavoidable casualties, act of God, or action or non-action of public utilities, or of Local, State, or Federal government affecting the progress of said work.

II. Insurance

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

III. Payment

Customer agrees to pay H & B Services in full within 30 days of date of invoice. Payments not received within such 30 day period will be charged a service charge of (2%) per month. Any increase in taxes or other regulations that become effective during the term of this agreement shall be passed on to the customer. **Birchwood Village** shall pay H&B Services **5** equal monthly payments of **\$2,500.00**. Services required outside of the specifications will be billed at the rates outlined in **SECTION F** This price does not include applicable sales tax.

IV. Force Majeure

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

V. Severability

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

VI. Termination

The Customer may terminate this agreement with cause by giving H & B Services written notice of intent to terminate with 30 days' notice. H & B Services reserves the right to terminate this Agreement, without cause. After such termination, H & B Services shall have no further obligation to provide services or perform the work described herein, provided however, that termination by H & B Services shall not affect any remedy or remedies for payment or otherwise which H & B Services is legally entitled. The customer shall pay all costs and expenses, including reasonable attorney's fees, which shall be incurred or expended by H & B Services to collect any sums due from the customer and to otherwise enforce the provisions of this agreement. Upon cancellation, the H & B Services shall adjust final billing to reflect unpaid costs.

VII. Complete Agreement

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

Customer:

Birchwood Village

Date

Contractor

H & B Services, LLC

Date

137 Dartmoor Rd

Mahtomedi, MN 55115

Chapter 407. Vacant Buildings

Sec. 407.01. Declaration of policy.

Sec. 407.02. Definitions.

Sec. 407.03. Vacant building registration.

Sec. 407.04. Exemptions.

Sec. 407.05. Inspections.

Sec. 407.06. Notification.

Sec. 407.07. Penalties.

Sec. 407.08. Alternative procedures.

Sec. 407.09. Collection of unpaid fees.

Sec. 407.01. Declaration of policy.

The purpose of this chapter is to protect the public health, safety and welfare by enactment of this ordinance which:

- (1) Establishes a program for identification and registration of vacant buildings.
- (2) Determines the responsibilities of owners of vacant buildings and structures.
- (3) Provides for administration, enforcement and penalties.

Sec. 407.02. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

- (1) *Dangerous structure*: A structure which is potentially hazardous to persons or property, including, but not limited to:
 - a. A structure which is in danger of partial or complete collapse;
 - b. A structure with any exterior parts which are loose or in danger of falling; or
 - c. A structure with any parts, such as floors, porches, railings, stairs, ramps, balconies or roofs, which are accessible and which are either collapsed, in danger of collapsing or unable to support the weight of normally imposed loads.
- (2) *Enforcement officer*: The city staff or any duly authorized representative.
- (3) *Owner*. Those shown to be the owner or owners on the records of the Washington County Department of Property Taxation, those identified as the owner or owners on a vacant building registration form, holder of an unrecorded contract for deed, a mortgagee or vendee in possession, a mortgagor or vendor in possession, assignee of rents, receiver, executor, trustee, lessee, other person, firm or corporation in control of the freehold of the premises or lesser state therein, mortgagee for the benefit of the owner or owners of the beneficial interests in possession, or its nominee. Any such person shall have a joint and several obligation for compliance with the provisions of this chapter.
- (4) *Secured by other than normal means*: A building secured by means other than those used in the design of the building.

Chapter 407. Vacant Buildings

- (5) *Unoccupied*: A building which is not being used legally for living or sleeping.
- (6) *Unsecured*: A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.
- (7) *Vacant building; categorical classification standards*: A building or portion of a building which is:
 - a. Unoccupied and unsecured. A building or portion of a building meeting this definition is deemed a category I building.
 - b. Unoccupied and secured by other than normal means. A building or portion of a building meeting this definition is deemed a category I building.
 - c. Unoccupied and a dangerous structure. A building or portion of a building meeting this definition is deemed a category III building.
 - d. Unoccupied and condemned. A building or portion of a building meeting this definition is deemed a category II building.
 - e. Unoccupied and has multiple housing or building code violations. A building or portion of a building meeting this definition is deemed a category II building.
 - f. Condemned and illegally occupied. A building or portion of a building meeting this definition is deemed a category II building.
 - g. Unoccupied for a period of time over three hundred sixty-five (365) days and during which time the enforcement officer has issued an order to correct nuisance conditions. A building or portion of a building meeting this definition is deemed a category I building.

For the purpose of regulating vacant buildings, the following additional categorical standards may also apply:

Any category I building or portion thereof may be deemed a category II building where the building or portion thereof would also meet the combination of any two (2) category I classifications standards under this section.

Any category I building or portion thereof may be deemed a category II building where the building or portion thereof also meets the definition of a vacant building under subdivision (7)(b) of this section or is unoccupied and has, for a period greater than thirty (30) days, no more than one (1) boarded window.

Any category II building or portion thereof may be deemed a category III building where the building or portion thereof also meets the definition of a nuisance building under chapter 404.110 of this code or has been a category II vacant building for more than twenty-four (24) consecutive months. For the purpose of computing the number of months under this paragraph, the calculation shall commence as of the date the subject building becomes a vacant building as defined under section 407.02(7)a., b. and d.—g. No deferment, or any appeal filed with the legislative enforcement officer, regarding any enforcement action or order, shall serve to stay the computation of the number of months under this paragraph.

- (8) *Code violations*: violations of any code adopted and/or enforce by the city, which may include but not be limited to the City of Birchwood Village Code, codes covering plumbing, electrical, mechanical or building construction, installation or maintenance standards, zoning or fire codes.

Sec. 407.03. Vacant building registration.

- (a) The owner shall register with the enforcement officer not later than thirty (30) days after any building in the city becomes a vacant building, as defined in section 407.02(7).
- (b) The registration shall be submitted on forms provided by the enforcement officer and shall include the following information supplied by the owner:

Chapter 407. Vacant Buildings

- (1) A description of the premises;
 - (2) The names and addresses of the owner or owners;
 - (3) The names and addresses of all known lienholders and all other parties with an ownership interest in the building;
 - (4) The period of time the building is expected to remain vacant; and a plan and timetable for returning the building to appropriate occupancy or use and/or for demolition of the building.
- (c) The owner shall order and pay for a code compliance inspection in accordance with Minnesota State Building Code within sixty (60) days after the designation of any building or portions thereof classified under Code § 407.02(7) as a category II or a category III vacant building. The code compliance inspection is required regardless of the building's legal occupancy standard or intended use. Owners of category II or III vacant buildings on the effective date of this ordinance that have not ordered a code compliance inspection shall have sixty (60) days following the effective date of this ordinance to order and pay for a code compliance inspection.
- (d) In order to decrease the risk of fire, explosion or dangerous conditions, the owner shall install an excess flow automatic gas shut-off valve ("excess flow valve") on the building's gas piping immediately downstream of the gas meter outlet within sixty (60) days after the designation of any building or portions thereof classified under Code § 407.02 (7) as a category II or a category III vacant building. If the owner fails to install an excess flow valve, the enforcement officer, under the authority of Code 619, may install the excess flow valve on the building and enter the building if necessary. The costs incurred by the city for installation of the excess flow valve shall be assessed against the property as a summary nuisance abatement under the provisions of Code 619. Owners of category II or III vacant buildings with active water and gas service on the effective date of this ordinance shall have sixty (60) days following the effective date of this ordinance to install an excess flow valve. Prior to installation of the excess flow valve, the owner, or another who can demonstrate a secured interest in the property must obtain the required permits from the City. Any excess flow valve model must be approved and installed as required by the Department of Safety and Inspections.
- (e) The procedures in paragraph (d) above may not be followed under the following conditions:
- (1) If the enforcement officer determines that failure to install an excess flow valve constitutes an immediate danger or hazard which if not immediately addressed will endanger the health or safety of the public, the city may proceed with an emergency abatement under the provisions of Chapter 619
 - (2) The owner or another who can demonstrate a secured interest in the property shall be exempt from the requirements of subdivision (d) above if the following conditions are met:
 - (i) The owner or another who can demonstrate a secured interest in the property has registered the building as a vacant building with the enforcement officer; and
 - (ii) After registration, the owner or another who can demonstrate a secured interest in the property has received or ordered a code compliance inspection and has shut off gas service and winterized the property.
- (f) For all vacant buildings, the owner shall submit a plan and timetable for demolition or rehabilitation which must meet the approval of the enforcement officer. The enforcement officer shall require completion of the plan within a reasonable period of time, up to three hundred sixty-five (365) days. The plan submitted shall comply with the Housing provisions of Chapter 404. Any repairs, improvements or alterations to the property must comply with any applicable housing or building codes.
- (g) All applicable laws and codes shall be complied with by the owner. The owner shall notify the enforcement officer of any changes in information supplied as part of the vacant building registration within thirty (30) days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must meet the approval of the enforcement officer.

Chapter 407. Vacant Buildings

- (h) The owner and the subsequent owners shall keep the building secured and safe and the building and ground properly maintained until the rehabilitation or demolition has been completed.
- (i) Failure of the owner or any subsequent owner to maintain the building and premises that result in a summary abatement completed by the city shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by law.
- (j) The new owner(s) shall register or re-register the vacant building with the enforcement officer within thirty (30) days of any transfer of an ownership interest in a vacant building. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the enforcement officer.
- (k) Vacant building fees:
 - (1) The owner of a vacant building shall pay an annual registration fee of one thousand four hundred forty dollars (\$1,440.00) each year the building remains a vacant building. The registration fee is intended to at least partially recoup, and shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs of the city in monitoring the vacant building site.
 - (2) The first annual fee shall be paid no later than thirty (30) days after the building becomes vacant. If the fee is not paid within thirty (30) days of being due, the owner shall be subject to prosecution as prescribed in section 407.05
 - (3) The fee shall be paid in full prior to the issuance of any building permits, with the exception of a demolition permit.
 - (4) All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in any vacant building. If the fees are not paid prior to any transfer, the new owner shall pay the annual fee no later than thirty (30) days after the transfer of ownership and subsequent annual fees shall be due on the original anniversary date.
- (l) The enforcement officer shall include in the file any property-specific written statements from community organizations, other interested parties or citizens regarding the history, problems, status or blighting influence of a vacant building.
- (m) Any building or portion of a building classified as a vacant building under this section shall be posted with a placard by the enforcement officer. The placard shall include all the information specified under Chapter 404.130(1).

Sec. 407.04. Exemptions.

- (1) *Fire damaged structures fee exemption.* In order to encourage the prompt renovation of property, the owner of a fire damaged building may be exempt from paying vacant building fees required under the chapter; provided, that within thirty (30) days from the date of the fire, the owner at the time of the fire, submits a request for a exemption in writing to the enforcement officer. This request shall include the following information supplied by the owner:
 - (a) A description of the premises.
 - (b) The names and address of the owner or owners.
 - (c) A statement of intent to repair and reoccupy the building in an expedient manner.
 - (d) An exemption granted under this section shall be valid for no more than ninety (90) days. In the event that the owner of the property at the time of the fire who received an exemption under this section should, at any time after the fire, transfer to another person any ownership interest in the subject property, the exemption under this section is immediately void and any new owner(s) shall be responsible for paying any required vacant building fees.

Chapter 407. Vacant Buildings

Sec. 407.05. Inspections.

The enforcement officer shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this chapter. Upon the request of the enforcement officer, an owner shall provide access to all interior portions of an unoccupied building in order to permit a complete inspection.

Sec. 407.06. Notification.

The enforcement officer shall maintain a current list, updated monthly of all vacant buildings which have become known to the enforcement officer, as well as a list of all previously declared vacant buildings which are no longer subject to the provisions of this chapter. The vacant building list shall be public as and to the extent provided by law. A copy of the list shall be available for review in the office of building code inspections or the fire marshal's office as the case may be.

Sec. 407.07. Penalties.

Any person violating any provision of this chapter or providing false information to the enforcement officer shall be punished as provided by section 619 of the city code.

Sec. 407.08. Alternative procedures.

Nothing in this chapter shall be deemed to abolish or impair existing remedies of the city authorized under Chapters 619 or Minnesota Statutes Section 463.15 through 463.26. Any conflicts between this chapter and Chapters 404 and 619 will be superseded by the provisions of Chapter 404 and 619.

Sec. 407.09. Collection of unpaid fees.

- (1) *Written notice.*
 - a. Written notice of fees. The department of safety and inspections shall, in addition to any other action the department may undertake, serve written notice of the fees in conformance with the requirements set forth in this chapter.
 - b. Notice for collection of fees shall include the amount of the vacant building fee that is the responsibility of the building owner and a statement that the fee shall be paid within the time period(s) identified in the notice.
 - (2) *Fee and liability.* The city shall be entitled to collect the costs of vacant building registration and monitoring. The fees associated with the vacant building program shall be a debt owed to the city and unpaid costs shall be collected by special assessment under the authority in Minnesota Statutes, Section 429.101. Action under this section does not preclude any other civil or criminal enforcement procedure.
-

**State of Minnesota
County of Washington
City of Birchwood Village
Resolution No. 2014-20**

**A Resolution Approving Summary Publication of Ordinance No. 2014-08-01— Adding
Keeping of Miniature Pot-Bellied Pigs as Pets Language to City Code**

WHEREAS, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City has adopted Ordinance 2014-08-01, which modifies and amends the existing City code Chapter 605 relating to animals to provide more specific regulations regarding the keeping of pot-bellied pigs as pets within the City; and

WHEREAS, the new ordinance is lengthy and would be costly for the City to publish in its entirety as required by law for the adoption of an ordinance.

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

1. Because the terms of Ordinance 2014-08-01 are lengthy, the City may publish the attached summary of the Ordinance as allowed by statute, and need not publish the entire ordinance. The attached summary clearly informs the public of the intent and effect of the Ordinance. Summary publication has been approved by at least a 4/5 vote of the City Council.
2. The effective date of the Ordinance amendments shall be upon their publication by summary as required by law.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 14th day of October, 2014.

Mary Wingfield, Mayor

Attest:

Chris Mickelson
City Administrator-Clerk

SUMMARY OF ORDINANCE 2014-08-01

On September 9, 2014, the Birchwood City Council enacted Ordinance 2014-08-01, relating to the keeping of pot-bellied pigs as pets, which amends a portion of the previously existing City Code, Chapter 605. The terms of the new Ordinance are lengthy, and the City Council has approved summary publication of the Ordinance. The new Code terms are summarized as follows:

Section 605.029 (MINIATURE VIETNAMESE POT-BELLIED PIGS) is added to the Code. It provides the requirements that must be followed to keep Miniature Vietnamese Potbellied Pigs in the city, including quantity limits; size limits; veterinary requirements; shelter, fencing and sanitation requirements; consent and licensing requirements; and inspection requirements.

Section 605.065 is expanded to include the impounding of any animal licensed under Chapter 605.

Section 605.071 provides for the terms that must be satisfied for the owner to recover an impounded animal under this Chapter.

The new ordinance is effective upon publication of this summary

A full copy of Ordinance 2014-08-01 is available for inspection at the city Hall during regular office hours and may also be mailed upon written request.

Chapter 406. User Charge for Excessive Consumption of Law Enforcement Services

Sec. 406.01. Purposes.

Sec. 406.02. Definitions.

Sec. 406.03. Notice of nuisance.

Sec. 406.04. Subsequent nuisance or nuisance-related activity; liability.

Sec. 406.05. Cost of police services; annual assessment procedures.

Sec. 406.06. Reserved.

406.01. Purposes.

It is the intent of the city council by the adoption of this chapter to impose on and collect from the owner of a property the city cost for law enforcement services which are over and above the cost of providing normal law enforcement services and police protection city-wide, if the said excess costs are spent to abate a nuisance which has occurred, or is maintained and permitted, on the property. The collection of the costs for such excess law enforcement services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in Chapter 619 of the city code empowering the council to abate nuisances and collect the costs of such abatement by special assessment. Nothing herein shall prevent the city from using the authority and procedures in any other provision of the code, city ordinance or statute, including but not limited to Minnesota Statutes, section 429.111.

406.02. Definitions.

For the purpose of this ordinance, the terms defined in this section shall have the meanings ascribed to them:

Building. "Building" means a structure suitable for human shelter, any portion of the structure, or the real property on which the structure is located.

Excessive law enforcement and nuisance enforcement services. Excessive law enforcement and nuisance enforcement services means those services provided at a specific property address after three (3) or more verified incidents of separate nuisance events had occurred in a prior year time period, where the owner was notified in writing that subsequent nuisance incidents would result in a fee being charged for excessive consumption of those services, and where the owner had been provided with thirty (30) days following notice of nuisance incidents to abate the nuisance.

Interested party. "Interested party" means any known lessee or tenant of a building or affected portion of a building; any known agent of an owner, lessee, or tenant; any known person holding an unrecorded contract for deed, being a mortgagee or vendee in physical possession of the building; or any other person who maintains or permits a nuisance and is known to the city.

Last known address shall be the address shown on the records of the Washington County Department of property taxation or a more recent address known to the sheriff's department. In the case of parties not listed in these records, the last known address shall be that address obtained by the sheriff's department after a reasonable search. If no address can be found, such address shall be that of the building in which the nuisance occurred, or was maintained or permitted.

Nuisance. Nuisance means one or more of the following behavioral incidents occurring or committed within a building:

- (1) Prostitution or prostitution-related activity committed within the building;
- (2) Gambling or gambling-related activity committed within the building;
- (3) Maintaining a public nuisance in violation of Minnesota Statutes, section 609.74, clause (1) or (3);
- (4) Permitting a public nuisance in violation of Minnesota Statutes, section 609.745;
- (5) Unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances committed within the building;
- (6) Unlicensed sales of alcoholic beverages committed within the building in violation of Minnesota Statutes, section 340A.401;
- (7) unlawful sales or gifts of alcoholic beverages by an unlicensed person committed within the building in violation of Minnesota Statutes, section 340A.503, subdivision 2, clause (1), or unlawful consumption or possession within the building by persons under the age of 21 years in violation of Minnesota Statute, Section 340A.503, subdivisions 1 and 3;
- (8) Unlawful use or possession of a firearm in violation of Minnesota Statutes, section 609.66, subdivision 1a, 609.67, or 624.713, committed within the building;
- (9) Violation by a commercial enterprise of local or state business licensing regulations, ordinances, or statutes prohibiting the maintenance of a public nuisance as defined in Minnesota Statutes, section 609.74 or the control of a public nuisance as defined in Minnesota Statutes, section 609.745;
- (10) Actions which constitute a violation of Minnesota Statutes, section 609.72, relating to disorderly conduct; or
- (11) Actions which constitute a violation of chapter 616 of the City Code relating to noise regulations.
- (12) Actions which constitute a public nuisance under local, state, or federal laws.

Owner: "Owner" means the person or persons in whose name or names the building is recorded with the Washington County Department of Property Taxation for taxation purposes.

Personal service: Service by personally handing a copy to the intended recipient or by leaving a copy at the intended recipient's residence or place of business with a person of suitable age and discretion.

267.03. Notice of nuisance.

- (a) If the Sheriff or his or her designee has reason to believe that a nuisance has occurred, or is maintained or permitted in a building, or on a property, and intends to seek reimbursement for law enforcement services rendered in the future in connection with such nuisance or activities creating a nuisance, he or she shall provide a written notice as required in this section to the owner and each interested party known to him or her.
- (b) The written notice shall:
 - (1) State that a nuisance as defined in this chapter has occurred, or is maintained or permitted in the building, and specify the kind or kinds of nuisance which has occurred, or is being maintained or permitted;
 - (2) Summarize the evidence that a nuisance has occurred, or is maintained or permitted in the building, including the date or dates on which nuisance-related activities have occurred or were maintained or permitted, provided, however, that one or more police reports can be used to satisfy this requirement; and
 - (3) Inform the recipient of the notice that (i) he or she has thirty (30) days to abate the conduct constituting the nuisance, and to take steps to make sure that actions constituting a nuisance will not re-occur, (ii) if, after thirty (30) days from the date of service of the notice, the nuisance

re-occurs, or actions or conduct constituting a nuisance take place, the city may in its discretion impose the costs of law enforcement services in abating or attempting to abate such nuisance or nuisance-related activities, and (iii) the costs will be collected by assessment against the building as defined.

- (c) The written notice shall be served by personal service, or by first class mail on the owner and all interested parties known to the chief or his or her designee, at the last known address for each such person or persons.

267.04. Subsequent nuisance or nuisance-related activity; liability.

- (a) If, within the period commencing thirty-one (31) days after a written notice is served pursuant to this chapter and continuing for one (1) year thereafter, a nuisance occurs or is maintained or permitted in the building, and law enforcement services are rendered to abate or attempt to abate such nuisance, the costs of providing such law enforcement services within the said one year shall be assessed against the building and collected as provided in this chapter.
- (b) The costs for providing excess law enforcement services shall include but not be limited to \$100 for the first incident, \$200 for the second incident and \$300 for each excessive use of services incident thereafter, the prorata cost of all equipment including vehicles, the prorata cost of police dogs assisting the officers, the cost of repairs to any equipment and property damaged in responding to such nuisance or nuisance-related activities, and the cost of any medical treatment of injured law enforcement officers.
- (c) The city reserves its rights to seek reimbursement for costs and damages not recovered by assessment against the building through other legal remedies or procedures.
- (d) Nothing in this ordinance shall be construed to require or prevent the arrest and/or citation of any person or persons for violations of federal, state or local laws or ordinances.

406.05. Cost of law enforcement services; annual assessment procedures.

- (a) The sheriff's department shall maintain a record of each law enforcement visit in response to nuisance activities. The cost of providing such services includes, but is not limited to, the prorata cost of all materials and equipment including vehicles, the cost of repairs to any city equipment and property damaged in responding to such nuisance activities, and the cost of any medical treatment of any injured law enforcement officers. These costs shall be recalculated from time to time. In addition to maintaining a record of each law enforcement visit, the department shall maintain a record on individual properties of law enforcement services attributable to nuisances occurring after written notice has been sent to the owner and interested persons. The sheriff shall report such information to the city clerk or his or her designee.
- (b) *Resolution approving total, setting date of public hearing.* On or before October 1 of each year, the city clerk or his or her designee shall notify the city council of the total cost of such excessive law enforcement services performed during the previous year and the portion of such costs to be assessed against each lot and parcel of property that utilized excessive law enforcement services in response to nuisance activity. Upon receipt thereof, the council shall by resolution fix a date for public hearing at which time the council shall consider adopting and levying the service charges. The date of public hearing shall be at least twenty (20) days after adoption of said resolution.
- (c) *Notice of council hearing.* Following the adoption of the resolution provided in paragraph (b) above, the city clerk shall publish a notice of the hearing in a daily newspaper of the city at least five (5) days prior to the public hearing. The notice shall state the date, time and place of hearing, the purpose of the hearing, identify the services provided and the property to be assessed a service charge therefor, and shall state the proposed rates of service charges to be considered by the council.

- (d) *Notice to owner and interested parties.* At least ten (10) days before the hearing, notice thereof shall be mailed by first class mail to the owner and any interested party known to the city, at his or her last known address. Such notice shall also inform the recipient of the notice (i) of the procedures he or she must follow under the code in order to appeal the assessments to the district court, and (ii) of the provisions of Minnesota Statutes, sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto.
- (e) *Public hearing; adoption of assessment roll.* On the date of public hearing the council shall meet to consider the adoption of the proposed service charges. The council shall hear all interested parties concerning the proposed charges. At such meeting or at any adjournment thereof, the council may amend the proposed service charges, and shall, by resolution, adopt the service charges as a special assessment against the properties which utilized excessive law enforcement services in response to nuisance activities. Special assessments levied hereunder shall be payable in a single installment.
- (f) *Certification to county for collection with taxes.* After adoption by resolution of the service charges and assessment rates therefor, and no later than November 15, the city clerk shall transmit a certified copy of said resolution to the county department of property taxation to be extended on the proper tax list of the county and collected the following year along with current taxes.
- (g) *Appeal.* ~~Within twenty (20) days after adoption of the resolution adopting the service charges, any person aggrieved may appeal to the district court in the manner set forth in Chapter 14 of the City Charter.~~

406.06 Reserved.