



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
July 12, 2016
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 June 14, 2016 Minutes*
- B. Approval of Treasurer's Report*
- C. Approval of Agreement for TKDA: 3rd Party Plan Reviewer*
- D. RESOLUTION NO. 2016-07: Approval of Appointment of Election Judges 2016*

CITY BUSINESS – REGULAR AGENDA

- A. Safety Committee Update*
- B. August and November Meeting Dates To Be Rescheduled:
 - Elections hosted at City Hall August 9 & November 8
 - Suggested Dates: August 10 or 16, November 9 or 15
 - Discuss and decide on new meeting dates for each date
- C. 232 Wildwood Avenue Discussion*
- D. Council Member Lafoy
 - LED Lights
 - Century Link Update

* Denotes items that have supporting documentation provided

- E. City Administrator's Report
 - Lift Station Discussion & Generator Update (discuss generator screening)
 - Catch Basins Cleaning Approval*
- F. City Attorney's Report

ADJOURN

* Denotes items that have supporting documentation provided

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
June 14 & 15, 2016**

MINUTES

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

STAFF PRESENT: Mike Anderson, City Administrator; Steve Thatcher, City Engineer

OTHERS PRESENT: Gene Ruehle, Roads Committee, and others.

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

AGENDA APPROVAL:

Mayor Wingfield: Added Wildwood Park to the agenda.

Council Member LaFoy: Added 1) Century Link update, 2) Plant exchange update and 3) Garage sale update to the agenda.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON TO APPROVE THE AGENDA AS AMENDED. ALL AYES. MOTION PASSED.

ANNOUNCEMENTS: U.S. flags have been put out throughout the City for July 4th celebrations. July 4th Parade will start at 9AM and volunteers are still needed - contact Mayor if interested. The Across-the-lake swim will be held on July 2nd at 7AM on Birch Beach.

CITY BUSINESS – CONSENT AGENDA

- A. Approval of Regular Meeting May 10, 2016 Minutes
- B. Approval of Treasurer's Report
- C. Approval of Agreement for Assessment Services: Washington County

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

OPEN PUBLIC FORUM:

Roads Committee Member Gene Ruehle: Recommended putting up a flag for the Across-the-lake swim to aid swimmers to the finish line. Stop signs have not been put up yet but Committee is still working on getting this done. The Committee has reached out to MnDot to assist in how to make the City streets safer for pedestrians. The Committee believes that Cedar & Hall streets

may be too busy and narrow to improve pedestrian traffic but are looking at possible alternative pedestrian routes.

Mayor Wingfield: Recommended that the Roads Committee put a priority on installing stop signs. Recommended asking for assistance from a few resident handymen to speed up the installation.

Council Member Anderson: Trees and brush must be trimmed and utilities marked before the stop signs can be installed. The City must follow this process and is currently waiting on the tree service and Gopher One.

Mayor Wingfield: Some resident handymen are capable of trimming the trees and brush and should be employed to speed up the process. For those areas affected homes, the home owners should be contacted first.

CITY BUSINESS - REGULAR AGENDA

A. City Engineer Report: Lift Station Analysis

City Engineer Thatcher: Recommended contracting a 3rd party to monitor the City's lift stations as this will be cheaper than the current arrangement with White Bear Township. Although the City paid for the existing Scada equipment, the City needs to determine who owns it before an alternative method of communication can be used; this would be the most logical next step. Once ownership is known, he can provide recommendations and price estimates for moving forward. Determining lift station capacity is independent from the existing project. Recent lift station reports show an unusual presence of rags and plastic bags in the wet wells, which could shorten the impeller life spans.

Council Members Hullsiek: Several alternative communication technologies are available, each offering different features and each having different life expectancies. The technology using cell signals may be an efficient short-term solution but a more expensive long-term technology should be considered at some point.

B. Home Energy Squad Presentation

Council Member LaFoy: Introduced Terry Chaney from Neighborhood Energy Connection. This organization partners with Xcel Energy to improve household energy efficiency and LaFoy asked them to present their services to City Council after doing great work servicing his home. If interested, residents may contact Terry to schedule a Home visit or to learn more at 651-328-6226, terryc@thenec.org, or at www.TheNEC.org.

C. MS4: Storm Water Pollution Prevention Program Review

1. Public Hearing: Nobody stood.

MOTION WAS MADE TO CLOSE THE PUBLIC HEARING BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON. ALL AYES. MOTION PASSED.

2. Council Discussion: Administrator Anderson explained what MS4 is and the City's duties with it. The City's storm drains are monitored each year.

D. Structure Height Ordinance - Second Reading

Administrator Anderson: Updated the Mayor and Council on two language options.

1. Public Hearing: Nobody stood.

MOTION WAS MADE TO CLOSE THE PUBLIC HEARING BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON. ALL AYES. MOTION PASSED.

2. Council Deliberation and Adoption: Mayor and Council deliberated over the two proposed language options. The second option is clearer and addresses the intent of the council. It is also closest to what the DNR has already approved.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO USE OPTION 2 LANGUAGE FOR THE NEW STRUCTURE HEIGHT ORDINANCE UPON APPROVAL FROM THE CITY ATTORNEY IN TOMORROW'S MEETING. ALL AYES. MOTION PASSED.

E. LED Update

Council Member LaFoy: Updated Mayor and Council on LED streetlights. Xcel is already replacing burnt out bulbs with LED and has a company goal to replace all street lights in this area with LED within the next 2 years. The remaining question is whether the City will own the new LEDs and if so if each will have to be metered.

F. Right-of-way

Council Member LaFoy: He pointed out that the City does not currently have a right-of-way code and recommends that Council consider one for ease of utility work.

G. Century Link Update

Council Member LaFoy: Updated Mayor in Council on Century Link's progress. The company is still negotiating with cities in the area and will eventually get to Birchwood Village.

H. City Plant Exchange and Garage Sale Update

Council Member LaFoy: Both the plant exchange and City-wide garage sale had a good turnout. Accordingly, the City should continue with these events in the future.

I. Deer Population Update

Administrator Anderson: He updated Mayor and Council with the specifics of DNR's deer population program. White Bear Lake Township partners with Ramsey County to control its deer population - including permitting its residents to bow hunt deer in specific areas of the county. These areas are far from the Birchwood City limits.

Mayor & Council Members: Would prefer to get more information from additional neighboring cities. The City should consider partnering with these neighboring communities in these efforts. Administrator Anderson to further contact these communities.

J. Wildwood Park

Administrator Anderson: Builders working on 232 Wildwood have been parking on the grass at Wildwood Park but have agreed to resod the area after work has been completed and before July 4th celebrations.

Mayor & Council Members: These builders need to stop parking on the grass at Wildwood Park and start respecting the City and City staff. No parking signs need to be put up immediately and the sheriff needs to be called.

MOTION WAS MADE BY COUNCIL MEMBER WOOLSTENCROFT AND SECONDED BY COUNCIL MEMBER HULLSIEK TO POSTPONE REMAINING AGENDA ITEMS AND ADJOURNMENT UNTIL JUNE 15 7PM MEETING. ALL AYES. MOTION PASSED. MEETING ENDED AT 8:22PM AND ADJOURNMENT POSTPONED.

JUNE 15th MEETING - CITY COUNCIL MEETING CONTINUED

Mayor Wingfield ended the recess of previous night's Council Meeting and called the meeting to order at 7:00 p.m.

A. 3rd Party Plan Reviewer Sherri Buss: Approval of TKDA Contract for Planning Services

Mayor Wingfield: After discussions with Sherri Buss (TKDA) and making amendments to the proposed contract the council will table this item until July.

B. Structure Height Ordinance

Mayor Wingfield: Asked the council to read the summary ordinance for 302.045 with an amendment to Section 3 to include a reference to 302.045, subsection 1. She also stated that this ordinance was approved by the DNR.

Summary Publication: the City amended City Code § 302.045 which affects the overall structure height limitations, measurements of building height, the calculations from the average grade plane on building sites, and exceptions thereto

MOTION WAS MADE BY COUNCIL MEMBER HULLSIEK AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO APPROVE THE STRUCTURE HEIGHT ORDINANCE AS EXPLAINED BY MAYOR WINGFIELD. ALL AYES. MOTION PASSED.

ADJOURN

MOTION WAS MADE BY COUNCIL MEMBER WOOLSTENCROFT AND SECONDED BY COUNCIL MEMBER HULLSIEK TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 8:15 P.M.

Mary Wingfield
Mayor

ATTEST:

Mike Anderson
City Administrator-Clerk

As of 07/06/2016
 Fiscal Year:2016

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$627,787.04	\$23,973.08	\$201,259.94	\$450,500.18
Special Rev Projects	\$2,800.02	\$1,200.00	\$2,785.00	\$1,215.02
Spec Rev - Warm House	\$0.00	\$0.00	\$0.00	\$0.00
Sewer 2004 Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Re-hab 2008 Debt	\$8,424.62	\$0.00	\$0.00	\$8,424.62
Cap Project - PW	\$48,758.91	\$30,000.00	\$41,403.82	\$37,355.09
Water Enterprise Fund	\$15,617.59	\$27,645.33	\$31,401.71	\$11,861.21
Sewer Enterprise Fund	\$72,436.59	\$43,958.94	\$73,001.88	\$43,393.65
Sewer Infrastructure	\$3,845.00	\$0.00	\$0.00	\$3,845.00
Total	\$779,669.77	\$126,777.35	\$349,852.35	\$556,594.77

Date range: 06/15/2016 to 07/06/2016

<u>Remitter</u>	<u>Date</u>	<u>Receipt #</u>	<u>Total</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Theresa Muench	06/20/2016	1748	\$10.00	Kayak/Canoe Permit	(06/20/2016) -	No	100-32220	\$10.00
Michelle Atakpu	06/20/2016	1749	\$25.00	Hall Rental	(06/20/2016) -	No	100-34101	\$25.00
Urban Pine Plumbing	06/20/2016	1750	\$30.50	Permit	(06/20/2016) -	No	100-32210	\$30.50
WS&D Permit Service, Inc.	06/20/2016	1751	\$200.39	Permit	(06/20/2016) -	No	100-32210	\$200.39
Perfect Exteriors	06/20/2016	1752	\$229.50	Permit	(06/20/2016) -	No	100-32210	\$229.50
William Hudalla	06/20/2016	1753	\$25.00	Hall Rental	(06/20/2016) -	No	100-34101	\$25.00
Centerpoint Energy	06/20/2016	1755	\$91.00	Permit	(06/20/2016) -	No	100-32210	\$91.00
James Anderson Plumbing Inc.	06/20/2016	1756	\$335.00	Permit	(06/20/2016) -	No	100-32210	\$335.00
Chad Johnson Construction	06/20/2016	1757	\$674.81	Permit	(06/20/2016) -	No	100-32210	\$674.81
Ion4 Group Inc.	06/20/2016	1758	\$1,509.93	Permit	(06/20/2016) -	No	100-32210	\$1,509.93
Bear Heating & Air	07/06/2016	1760	\$93.55	Permit	(07/06/2016) -	No	100-32210	\$93.55
Schaffhausen, Mark	07/06/2016	1761	\$84.85	Roof Permit	(07/06/2016) -	No	100-32210	\$84.85
Northern Heating & Air	07/06/2016	1762	\$140.17	Permit	(07/06/2016) -	No	100-32210	\$140.17
Northrup, INC	07/06/2016	1763	\$422.06	Permit	(07/06/2016) -	No	100-32210	\$422.06
Bartyla Plumbing & Heating	07/06/2016	1764	\$42.00	Permit	(07/06/2016) -	No	100-32210	\$42.00
Harrod, Jim	07/06/2016	1765	\$30.00	permit	(07/06/2016) -	No	100-32210	\$30.00
Cash	07/06/2016	1766	\$10.00	Canoe Permit	(07/06/2016) -	No	100-32220	\$10.00

Total For Selected Receipts \$3,953.76

\$3,953.76

Date range: 06/15/2016 to 07/06/2016

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Payroll Period Ending 06/20/2016	06/20/2016	29203	\$190.47		No		
KEJ Enterprises	06/20/2016	29204	\$2,258.84	Mowing	No	100-45200-100	\$190.47
Payroll Period Ending 06/21/2016	06/21/2016	29205	\$1,410.79		No	100-45010-305	\$2,258.84
PERA	06/21/2016	EFT62116	\$274.40	Employee Retirement	No	100-41400-100	\$1,410.79
Kenwood Symphony Orchestra	06/22/2016	29206	\$150.00	Summer Concert	No	100-41400-121	\$274.40
Payroll Period Ending 07/01/2016	07/01/2016	20210	\$288.59		No	100-45200-999	\$150.00
Tom Lutmer	07/01/2016	29208	\$150.00	Summer Concert 6/26	No	100-45200-100	\$288.59
Payroll Period Ending 07/01/2016	07/01/2016	29209	\$461.16		No	100-45100-440	\$150.00
Payroll Period Ending 07/05/2016	07/05/2016	29213	\$1,410.79		No	100-45200-100	\$461.16
Payroll Period Ending 07/05/2016	07/05/2016	29214	\$407.89		No	100-41400-100	\$1,410.79
PERA	07/05/2016	EFT7516	\$274.40	Employee Retirement	No	100-41400-100	\$407.89
City of White Bear Lake	07/06/2016	29215	\$6,931.66	Water Billing 3/23-6/22	No	100-41400-121	\$274.40
White Bear Township	07/06/2016	29216	\$318.00	Lift Station Check / Repairs (6/13/15 - 6/26/16)	No	601-43180-305	\$6,931.66
Tennis Sanitation, LLC	07/06/2016	29217	\$1,656.00	Recycling Contract May-June 2016	No	605-43190-305	\$318.00
Thatcher Engineering, Inc	07/06/2016	29218	\$3,952.50	General Services	No	100-43300-305	\$1,656.00
On-Site Sanitation Inc	07/06/2016	29219	\$197.36	Rental Monthly Units x 2	No	100-41650-300	\$3,952.50
Press Publications	07/06/2016	29220	\$486.08	Legal Notice Publications x4	No	100-45200-305	\$98.68
City of Roseville	07/06/2016	29221	\$335.22	June 2016 IT/Phone Services	No	100-45200-305	\$98.68
SL - serco	07/06/2016	29222	\$400.00	Meter Read/Maintenance	No	100-41130-351	\$486.08
Ronnan, Kenny	07/06/2016	29223	\$112.50	Council Meeting Services 6/12/16	No	100-41955-305	\$60.47
TSE, INC	07/06/2016	29224	\$46.00	City Hall Janitorial Services June 6 & 23	No	100-41950-305	\$274.75
						100-41940-305	\$400.00
							\$112.50
							\$46.00

City of Birchwood Village

Disbursements List

07/06/2016

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
City of White Bear Lake	07/06/2016	29225	\$1,568.75	Fire Services	No	100-42200-305	\$1,568.75
Gopher State One Call	07/06/2016	29226	\$36.45	Locates (27 Tickets)	No	100-42805-305	\$36.45
Interstate Power Systems, Inc.	07/06/2016	29227	\$41,403.82	Generator/Installation/Tax	No	401-43190-305	\$41,403.82
Xcel Energy	07/06/2016	EFT7616	\$756.22	electric for lift stations / warminghouse	No	100-41940-380 100-45200-380 605-43190-380	\$133.42 \$12.69 \$610.11
Xcel Energy	07/06/2016	EFT76162	\$1,228.83	Street Lights	No	100-43160-380	\$1,228.83
Total For Selected Checks			\$66,706.72				\$66,706.72

As of 07/06/2016

Special Rev Projects	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$1,200.00	\$1,200.00
Total Acct 322	\$0.00	\$1,200.00	\$1,200.00
Total Revenues	\$0.00	\$1,200.00	\$1,200.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Parks			
Contracted Services	\$0.00	\$260.00	(\$260.00)
Repair/Maint-Contractual	\$0.00	\$2,325.00	(\$2,325.00)
Total Acct 452	\$0.00	\$2,585.00	(\$2,585.00)
Unallocated Expenditures			
Refunds & Reimbursements	\$0.00	\$200.00	(\$200.00)
Total Acct 492	\$0.00	\$200.00	(\$200.00)
Total Disbursements	\$0.00	\$2,785.00	(\$2,785.00)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$2,800.02	
Cash Balance as of 07/06/2016		\$1,215.02	

As of 07/06/2016

Sewer Re-hab 2008 Debt

	<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		\$8,424.62	
Cash Balance as of 07/06/2016		\$8,424.62	

City of Birchwood Village Interim Financial Report by Object Code (YTD)

07/06/2016

As of 07/06/2016

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		\$30,000.00	
Disbursements:			
Sewer Utility			
Contracted Services	\$0.00	\$41,403.82	(\$41,403.82)
Total Acct 431	\$0.00	\$41,403.82	(\$41,403.82)
Total Disbursements	\$0.00	\$41,403.82	(\$41,403.82)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$48,758.91	
Cash Balance as of 07/06/2016		\$37,355.09	

As of 07/06/2016

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$26,629.71	\$26,629.71
Penalty - Late Water/Sewer	\$0.00	\$143.77	\$143.77
State and Misc fees	\$0.00	\$871.85	\$871.85
Total Acct 341	\$0.00	\$27,645.33	\$27,645.33
Total Revenues	\$0.00	\$27,645.33	\$27,645.33
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Financial Administration			
Contracted Services	\$0.00	\$3,866.25	(\$3,866.25)
Total Acct 415	\$0.00	\$3,866.25	(\$3,866.25)
Water Utility			
Contracted Services	\$0.00	\$26,439.46	(\$26,439.46)
Fees	\$0.00	\$1,096.00	(\$1,096.00)
Total Acct 431	\$0.00	\$27,535.46	(\$27,535.46)
Total Disbursements	\$0.00	\$31,401.71	(\$31,401.71)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$15,617.59	
Cash Balance as of 07/06/2016		\$11,861.21	

As of 07/06/2016

Sewer Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$294.73	\$294.73
Sewer Fee	\$0.00	\$43,664.21	\$43,664.21
Total Acct 341	\$0.00	\$43,958.94	\$43,958.94
Total Revenues	\$0.00	\$43,958.94	\$43,958.94
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Sewer Utility			
Sewer - Wastewater Charge	\$0.00	\$24,480.54	(\$24,480.54)
Contracted Services	\$0.00	\$36,676.20	(\$36,676.20)
Utility Services	\$0.00	\$10,845.14	(\$10,845.14)
Misc	\$0.00	\$1,000.00	(\$1,000.00)
Total Acct 431	\$0.00	\$73,001.88	(\$73,001.88)
Total Disbursements	\$0.00	\$73,001.88	(\$73,001.88)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$72,436.59	
Cash Balance as of 07/06/2016		\$43,393.65	

As of 07/06/2016

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		\$3,845.00	
Cash Balance as of 07/06/2016		\$3,845.00	



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

June 21, 2016

Via Email Only: mike.anderson@cityofbirchwood.com

Mr. Michael Anderson
City Administrator
City of Birchwood Village
207 Birchwood Avenue
Birchwood Village, Minnesota 55110

Re: **Revised** Proposal for Planning Services
City of Birchwood Village

Dear Mr. Anderson:

In response to your request, we propose to provide Planning Services. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement." Hereinafter, the City of Birchwood Village is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The CLIENT receives planning and zoning applications that require review by a professional planner to determine if the proposed building or site plan meets the City's ordinance requirements, to identify needs for variances or permits, to create findings for approval or disapproval, and to recommend appropriate conditions for approval. The Planner would also attend Planning Commission meetings to discuss the applications and findings.

The CLIENT is seeking Planning Services on an hourly, as-needed basis to serve as a third party plan reviewer for planning and zoning applications. These services would include completing reviews of site plans, determining needs for variances or other permits, making recommendations to the City, completing planning reports as requested, and attendance at Planning Commission meetings as requested.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

- A. Meet or communicate with the City Administrator to receive applications and plans for review.
- B. Review site plans and planning and zoning applications.
- C. Identify consistency with City ordinances and regulations and issues.
- D. Complete recommendations and memos to the Administrator as requested to summarize findings and suggest conditions if needed.
- E. Attend Planning Commission meetings to present the findings of reviews as requested.

An employee-owned company promoting affirmative action and equal opportunity.

Mr. Michael Anderson
City Administrator
City of Birchwood Village
Revised Proposal for Planning Services
June 21, 2016
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III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Attend other City meetings if requested.
- B. Development and updates of planning documents including comprehensive plans, park and trail plans, natural resource plans, and other plans; and review of environmental documents.

IV. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified hereinbelow:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA with access to application information and City regulations as required to perform services listed in SECTION II.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that schedules can be maintained.

V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION II services through December 31, 2016.

VI. COMPENSATION

Compensation to TKDA for services provided as described shall be on an Hourly Time and Materials basis. Planning Services in 2016 shall be at the rate of \$124.00/hour. Our current Hourly Rate Schedule is attached. Payment shall be made in accordance with Article 3 of the attached General Provisions.



Mr. Michael Anderson
City Administrator
City of Birchwood Village
Revised Proposal for Planning Services
June 21, 2016
Page 3

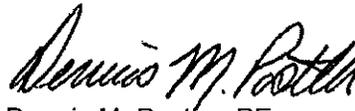
VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official and the return of a signed copy to us. This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,



Sherri A. Buss, RLA AICP
Project Manager



Dennis M. Postler, PE
Vice President, Municipal Services

SAB:DMP:prd

ATTACHMENTS: SCHEDULE 2850-M85
GENERAL PROVISIONS

ACCEPTED FOR THE CITY OF BIRCHWOOD VILLAGE

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email





2016 SCHEDULE OF HOURLY BILLING RATES

Municipal Services Division Employee Classification †

Range of Hourly Billing Rates*

Senior Registered Engineer	\$ 123.00	to	\$ 180.00	***
Registered Engineer or Professional Land Surveyor	\$ 75.00	to	\$ 138.00	
Graduate Engineer or Land Surveyor	\$ 57.00	to	\$ 94.00	
Senior Planner, GIS Analyst or Scientist	\$ 105.00	to	\$ 130.00	
Planner, GIS Analyst or Scientist	\$ 54.00	to	\$ 92.00	
Engineering, Planning or GIS Specialist II	\$ 103.00	to	\$ 121.00	
Engineering, Planning or GIS Specialist I	\$ 68.00	to	\$ 108.00	
Technician III	\$ 77.00	to	\$ 106.00	**
Technician II	\$ 48.00	to	\$ 82.00	**
Technician I	\$ 31.00	to	\$ 60.00	**

Key Planning Staff

Sherri Buss

Hourly Billing Rate

\$124.00

In addition to the hourly charges, TKDA shall be reimbursed for the following expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS standard rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Outside reproduction and reprographic costs.

† Hourly billing rates for staff outside the Municipal Services Division will be billed at a 2.85 multiplier.
 * Rates effective until December 31, 2016.
 ** For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.
 *** Capped Maximum

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED
General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
 11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
 12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
 13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.
- B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or approval or modification of such documentation issued or carried out by CLIE, or others. Nothing contained in this paragraph shall be construed to release TKDA, TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

Councilmember _____ moved the following:

RESOLUTION NO. 2016-07

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

**APPOINTING ELECTION JUDGES FOR THE
AUGUST 9, 2016 PRIMARY ELECTION AND
THE NOVEMBER 8, 2016 GENERAL ELECTION**

BE IT RESOLVED by the City Council of the City of Birchwood Village, Washington County, Minnesota as follows:

1. The persons below named are hereby appointed judges for the Primary and General Elections to be held in the City of Birchwood Village, County of Washington, State of Minnesota, on Tuesday, August 9, 2016 and Tuesday, November 8, 2016 respectively.

<u>Name</u>	<u>Name</u>	<u>Name</u>
Ron Sternal	Suzanne Donnell	Shari Mitchell
Gary Oakins	Linda Moore	
Alice Anderson	Mary Sue Simmons	
Charlene Engebretson	Mary Hauser	

Whereupon, this Resolution was declared duly passed and adopted.

As certified by the City Clerk this 12th of July, 2016 for the City of Birchwood Village.

Attest:

Mary Wingfield, Mayor

Mike Anderson, City Clerk/Administrator

Submitted to Birchwood City Council for review and consideration on 6/27/16

This proposed ordinance is supported by the following safety committee members:

Megan Malvey, 525 Lake Avenue
Andrew Jackola, 426 Birchwood Court
Bernie Kruse, 139 Wildwood Avenue
Bridget Sperl, 110 Birchwood Avenue
Jim Andersen, 2 Five Oaks Lane
Jessy Granec, 363 Lakewood Lane
Kathy Blegen-Huntley, 620 Birchwood Avenue
Terry Granec, 363 Lakewood Lane
Rachel Schuler, 22 Oakridge Drive

Findings and Intent:

Predatory offenders present an extreme threat to public safety. It is the intent of this chapter to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the community by restricting certain predatory offenders from establishing residency near locations where children regularly congregate in concentrated numbers.

The website for the Minnesota Department of Corrections states, "All predatory offenders who are required to register as sex-offenders are also assigned a level 1, 2, or 3 when they leave prison. Level 3 is considered the highest risk to re-offend. If a level 3 offender moves into your neighborhood, you will be notified by law enforcement."

The Department of Corrections cites statistics indicating that most offenders victimize someone they already know and most offenders do not commit offenses near their own place of residence. However, those statistics do not hold true for all offenders. This ordinance, in conjunction with Birchwood's Safe Zone Ordinance, aims to reduce opportunities for predatory behavior by those with the highest risk to re-offend, toward potential victims who access public spaces in Birchwood.

State law recognizes that areas where children congregate are susceptible to attacks or predatory behavior by Level III predatory offenders:

When an offender assigned to risk level III is released from confinement or a residential facility to reside in the community or changes residence while on supervised or conditional release, the agency responsible for the offender's supervision shall take into consideration the proximity of the offender's residence to that of other level III offenders and proximity to schools and, to the greatest extent feasible, shall mitigate the concentration of level III offenders and concentration of level III offenders near schools. Minn. Stat. § 244.052, subd. 4a (2015).

Much like schools, licensed day care facilities and public parks are areas where children congregate. These areas are no less vulnerable than schools. Indeed, public parks and licensed day care facilities may present more opportunities for attacks or predatory behavior because children congregate there without the strong presence of adult supervision that a school provides.

Birchwood is a very small city with area totaling 217 acres. The 2010 census indicated that Birchwood had 870 residents and that 21% of the population was comprised of children under the age of 18 years. Birchwood is home to approximately 375 residences. Birchwood has four heavily used public parks, which include playground equipment, a soccer field, a softball field, basketball hoops, an ice skating rink with warming house, and tennis courts. Birchwood also has five heavily used public beaches and docks for access to White Bear Lake. Preventing Level 3 predatory offenders from residing in close proximity to these locations should help to ensure that these public spaces, which are some of Birchwood's most valuable resources, will continue to be regularly used, and valued, by the community.

Many states and cities have enacted residency restriction laws like this one. These laws proscribe Level 3 offenders from residing within various distances of designated public areas, typically ranging from 1,000 feet to 2,000 feet. Understanding that a municipality cannot banish Level 3 predatory offenders from its boundaries, Birchwood is prevented from using the 2,000 foot restriction because every square inch of Birchwood is within 2,000 feet of one of its nine public parks or beaches. A lesser, more reasonable, geographic restriction is required by law.

Birchwood does not have its own law enforcement agency, but instead relies on police protection from the Office of the Washington County Sheriff, which is located 12 miles away from Birchwood, in Stillwater. By establishing significant residency restrictions around its vulnerable locations, this ordinance will increase the distance between a Level 3 predatory offender's residence and locations with high concentrations of potential victims (e.g. children). The distance will provide added time for law enforcement to respond when a monitored offender leaves his home, or to respond to an attack or predatory behavior in progress. As such, a 1,500 foot radius would be preferable with the goal of increasing the distance, and thus time, between an offender's residence and a high concentration of potential victims. At walking speed, 1,500 feet can be traveled in only 5 minutes, which is presumably faster than the emergency response time would be if a monitored offender left his residence without permission. However, a 1,500 foot radius from the nine landmarks would prohibit Level 3 Predatory Offenders from living in all but about 10-15 properties in Birchwood. In an effort to create a defensible ordinance, the restricted distance stated in this ordinance is established at 1,000 feet, which leaves approximately ten percent of the properties in Birchwood available for a Level 3 Predatory Offender to establish residence in the community.

Lastly, it is acknowledged that not all potential offenders are already classified as Level 3 Predatory Offenders. Unknown and unregistered offenders present a risk to the community that cannot be avoided. Education and community vigilance will help protect community members from unknown and unregistered offenders. Birchwood's Safe Zone Ordinance will help provide additional protection by not allowing Predatory Offenders of any risk level from loitering in or within 200 feet of Birchwood public spaces and community events. This residency restriction ordinance serves the simple goal of increasing the distance between the residence of a Level 3 Predatory Offender and locations where potential

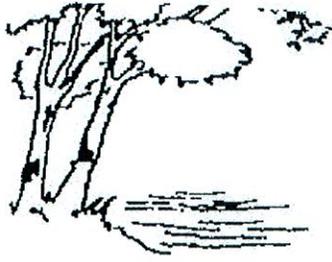
victims congregate to reduce the likelihood of any contact between offenders and potential victims, thereby reducing the likelihood of an assault. There is a gap in state legislation regarding this subject matter, leaving it to the responsibility of local governments to develop appropriate safeguards for their community.

Ordinance:

1. Definitions: The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - a) "Designated predatory offender" means any person who has been categorized as a Level III predatory offender under Minnesota Statutes, section 244.052, a successor statute, or a similar statute from another state in which that person's risk assessment indicates a high risk of re-offense.
 - b) "Permanent residence" means a place where a person abides, lodges or resides for fourteen (14) or more consecutive days. A permanent residence includes the entire property upon which a dwelling sits, extending out to the property line.
 - c) "Temporary residence" means a place where a person abides, lodges or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of four (4) or more consecutive or non-consecutive days in any month and which is not the person's permanent residence. A temporary residence includes the entire property upon which a dwelling sits, extending out to the property line.
 - d) "School" means any public or nonpublic elementary school, secondary school, high school or college.
 - e) "Licensed day care" means any in-home or other group child care center currently licensed by the State of Minnesota.
 - f) "Public Park" means the following Birchwood public parks and lake easements or beaches: Bloomquist Park/Field, Tighe-Schmitz Park, Wildwood Park, Nordling Park, Ash Beach, Birch Beach, Dellwood Beach, Elm Beach, and Kay Beach.
 - g) "Prohibited zone" means the area(s) that include one or more permanent residence(s) or temporary residence(s) that is/are 1000-feet or less from any school, licensed day care, or public park. The measurements shall be taken as the shortest possible distance between an outermost property line of a permanent or temporary residence to an outermost property line of the nearest school, licensed day care or public park.
2. Regulations on Designated Predatory Offenders
 - a) It shall be unlawful for any designated predatory offender to establish a permanent or temporary residence entirely within or touching upon a prohibited zone.
 - b) The city clerk shall maintain a map showing locations within prohibited zones, as defined by this chapter. The map shall serve as a guide but is not determinative of

whether or not a residence is within a prohibited zone. When called upon, the city engineer shall conduct an assessment to determine whether or not a particular residence is within a prohibited zone.

3. A designated predatory offender does not violate this chapter if any of the following apply:
 - a) The person established permanent residence within a prohibited zone prior to the adoption of this chapter, and he has reported and registered the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167 or a successor statute.
 - b) The person is a minor and the permanent or temporary residence is also the permanent residence of the person's custodial guardian(s).
 - c) The school or licensed day care within 1,000 feet of the persons' permanent or temporary residence was opened after the person established permanent residence and reported and registered the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167 or a successor statute.
 - d) The residence is a property owned or leased by the Minnesota Department of Corrections in operation prior to adoption of this chapter.
4. Penalty and Enforcement
 - a) A violation of this ordinance shall be a misdemeanor. In addition, the City may enforce this Ordinance by mandamus, injunction, and other appropriate remedy in any court of competent jurisdiction.
5. Renting Properties and Penalties:
 - a) It is unlawful to let or rent any place, structure, or part thereof, trailer, or other conveyance, with knowledge that it will be used as a permanent or temporary residence by any person prohibited from establishing a permanent residence or temporary residence pursuant to this Chapter if such place, structure or part thereof, trailer, or other conveyance is located within a prohibited zone described in this chapter.
 - b) A property owner's failure to comply with the provisions of this chapter shall constitute a violation of this chapter.
 - c) If a property owner discovers or is informed that a tenant is a designated offender after signing a lease or otherwise agreeing to let the offender reside on the property, the owner or property manager shall evict the offender.
6. Severability: Should any section, subdivision, clause or other provision of this chapter be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of this chapter as a whole, or any part thereof, other than the part held to be invalid.



MEMORANDUM

TO: Birchwood City Council
FROM: Mike Anderson, City Administrator
DATE: July 5, 2016
SUBJECT: 232 Wildwood Ave

Construction Project at 232 Wildwood Ave

The following information is the progress and issues that have come out of the project at 232 Wildwood Ave.

In February, building plans were submitted and were quickly looked over by the Planning Commission at our meeting. At that time it appeared the structure height was over the average allowed by City Code. During this period of the plan review, John Lund had been asked by the City to be our 3rd Party Reviewer. John and I met with RCA Builders Roger Anderson to discuss the plans when I notified RCA about the height issues. It was after this meeting that Mr. Lund and I reviewed the plans for a total of six hours over three days. We came to the conclusion RCA Builders were in compliance with our Building Code and the Building Permit was issued.

After meeting with Mr. Anderson and Mr. Lund in March, the City asked for RCA Builders to submit updated versions of the impervious surface calculations, new site drawings including updated plans for tree removal, the addition of new trees in their place along Wildwood Avenue, lumber retaining wall for staircase, and an official survey showing accurate topography. These were all received except the official survey which will be submitted upon the completion of the project.

In April, the City received complaints about the builders parking on Wildwood Park. At that time a letter was issued to RCA Builders stating they were going to be held accountable for the damage and the park needed to be brought back to its original state by June 30. Since there are no "no parking" signs located in Wildwood Park, the Sherriff's Office could not enforce parking. The Sherriff's office also stated that parking on the side (and partially in the park) was necessary for traffic flow and emergency situations.

On May 5, 2016 there was some question about the structure height on this project. After a further review it was found that the average height was at 27.2 feet and the highest point at 32 feet. This being an administrative error, the builder was allowed to proceed with his approved building permit.

On June 16, 2016 a letter was sent to RCA Builders addressing the drainage issues on Wildwood Avenue, parking on Wildwood Avenue, and again the issue of the damage to the park. This letter informed RCA Builders they had four days to comply with the issues. At this time, RCA Builders addressed the parking and drainage issues. However, I spoke to Mr. Anderson about the grass in the park. At the time of this

letter, it just recently rained over four inches in three days. Mr. Anderson informed me his crew was behind schedule on other job sites and they wouldn't get to this in the four day timeline. After further discussions on other options, the City agreed to have the site seeded in time for growth for the 4th of July parade. The damaged areas were Hydro Seeded on Friday, June 17. After discussions with fellow professionals, this was the best option at the time.

Then on June 28, the City issued a final letter expressing the concern over the park (seed) growth. At this time, the Hydro Seed began seeding but it appeared it would not be back to its original condition by July 4. A new letter was issued with the demand for sod. Mr. Anderson pointed out that the City just agreed to the seeding that took place 11 days prior. At this time, discussions between Mr. Anderson and Birchwood took place. He stated he would put sod down on June 30 to bring back the original condition of the park. He also mentioned if he placed sod down, that the maintenance would then go to the City.

After many discussions back and forth and feeling the sense of urgency/pressure for the 4th of July, on behalf of the City, I agreed to the terms for the sod replacement on June 30. The City has been maintaining it since and will continue to monitor it as needed.

If you have questions please direct them to the City Clerk at Mike.Anderson@CityofBirchwood.com or call City Hall at 651-426-3403.



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Mankato, MN

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PROPOSAL

Bill To: City of Birchwood Village
 207 Birchwood Ave.
 Birchwood Village, MN 55110

Ship To: City of Birchwood Village
 TBD
 Birchwood Village, MN 55110

Date	Expires
6/23/2016	8/22/2016
Hydro-Klean Quote Number	Delivery / Availability
QTE035612	Schedule Permitting
Prepared By	
Brian Welch	
Freight On Board	
Rogers, MN	
Terms	
Net 30	

Quantity	Units	Description	Price	Amount
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Projected probable project cost to perform the following tasks on a time and materials basis: Clean 6 catch basins. The city must provide a disposal site for the debris. The actual time and materials required to complete the project will be invoiced. Variations in the work scope will require execution of a change order.

8.00	Each	Combo Jet/Vac Truck & 2 Service Techs	\$285.00	\$2,280.00
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*NOTE: Proposal does not include any applicable taxes

Prepared By: Brian Welch
 Approved By: Paul Govoni
 Accepted By: _____
 Title: _____

Title: Director of Pipeline Inspection Services
 Title: Vice President
 Date: _____
 PO#: _____

*Total
\$2,280.00