



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
January 10, 2017
7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. The Community Club will host an open house for Tim Lessard (retiring postman), on Jan 31 from 5-7pm at City Hall. The public is invited and encouraged to attend.
- B. Common Table Pot Luck Thursday Jan 19, 5:30 PM. Speaker at 7 PM
- C. February City Council Meeting will be held on Valentine's Day.

RECOGNITION

- A. Len Pratt – Served on City's Planning Commission

CITY BUSINESS – CONSENT AGENDA

- A. Request to Table Approval of Regular Meeting December 13, 2016 Minutes to February* (p. 4)
- B. Resolution 2017-01, Designating the White Bear Press as the Official Newspaper for Publication* (p. 5)
- C. Resolution 2017-02, Naming U.S. Bank and the 4M Fund as Official Depositories of Municipal Funds* (p. 6)
- D. Resolution 2017-03, Authorizing RWSCC to Broadcast and Re-Broadcast City Council Meetings* (p. 7)
- E. Resolution 2017-04, Accepting a Cash Donation from Artists Group Members* (p. 8)
- F. Approval of Treasurer's Report* (pp. 9-18)

* Denotes items that have supporting documentation provided

- G. Airfresh Contract* (pp. 19-22)
- H. NYFS Partnership Agreement* (pp. 23-33)
- I. White Bear Township JPA – Water System Supervision* (pp. 34-44)
- J. Sheriff Report* (p. 45)

CITY BUSINESS – REGULAR AGENDA

- A. Swearing in of Mayor & Councilmembers* (pp. 46-48)
- B. Council Assignments* (p. 49)
- C. Dog Park Update* (p. 50)
- D. First Reading of Ordinance 2017-01-01, Amending Impervious Surface Requirements in City Code* (pp. 51-56)
- E. Dock Ass’n / Boat Length – Status* (p. 57)
- F. Interim Plan/Zoning Reviewer – TKDA contract has expired* (p. 58)
- G. Shoreland Overlay Ordinance – Request Comprehensive Review by DNR* (pp. 59 & 54-56)
- H. City Sewer Lining – Request Advice from City Engineer* (pp. 60-62)
- I. Local Water Plan Representative – Request for Appointment* (p. 63)
- J. Planning Commission (vacancy)
- K. Mayor Wingfield:
- L. Councilmember LaFoy:
- M. Councilmember Malvey:
 - 1. Parks Committee Status & Hall Rental Refund
 - 2. Request for Ice Rink Info
 - 3. School District Realignment Survey* (p. 64)
 - 4. Councilmember Email Addresses* (pp. 65-66)
- N. City Administrator’s Report
 - 1. City Council public hearing policy* (p. 67)
 - 2. Update on Social Media Profiles* (p. 68)

* Denotes items that have supporting documentation provided

3. Council Workshop for Orientation, Capital Improvement, and Goals
4. Change Office Hours to 9:30am
5. Resolution 2017-05, Interim Treasurer Extension* (p. 69)
6. City Safe Quotes* (pp. 70-72)
7. Ice Rink Emergency Repairs* (p. 73)
8. Birch Easement Rain Garden* (p. 74)
9. Tree Inspection Procedure – Giving Notice* (p. 75)
10. SL-Serco Contracts – Water Meter Reads and Repairs* (pp. 76-87)
11. MAMA membership* (pp. 88-89)

ADJOURN

* Denotes items that have supporting documentation provided



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Approval of December 13, 2016 Regular Meeting Minutes

Dear Mayor and Councilmembers,

Staff formally requests that approval of the December 13, 2016 Regular Meeting Minutes be tabled until February. This will allow staff additional time to correct some information on the Minutes.

Thanks,
Tobin Lay

RESOLUTION 2017-01

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

A RESOLUTION DESIGNATING THE WHITE BEAR PRESS AS THE OFFICIAL
NEWSPAPER FOR PUBLICATION FOR ALL CITY LEGAL NOTICES

BE IT RESOLVED, by the City Council of the City of Birchwood Village that:

The White Bear Press is designated as the official newspaper for all City of
Birchwood Village legal notices.

I certify that the City of Birchwood Village adopted the above Resolution on this
10th day of January, 2017.

Mary Wingfield, Mayor

ATTEST:

Tobin Lay
City Administrator-Clerk

RESOLUTION 2017-02

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

**A RESOLUTION NAMING U. S. BANK, N.A. AND THE MINNESOTA MUNICIPAL
MONEY MARKET FUND (A/K/A "4M FUND") AS THE OFFICIAL DEPOSITORIES
OF MUNICIPAL FUNDS**

SECTION 1. RESOLVED, that U. S. Bank, N.A. and the Minnesota Municipal Money Market Fund (a/k/a "4M Fund") are hereby designated as depositories for the funds of the City of Birchwood Village. The City Treasurer is authorized to deposit city funds therein.

SECTION 2. RESOLVED ALSO, that before any deposits are made that exceed the amount that is guaranteed by the Federal Deposit Insurance Corporation (FDIC), the depository must supply to the City a corporate surety bond in the amount of at least 10 percent more than the amount on deposit at the depository's cutoff hour. The bond is subject to the approval of the City Council. The surety bond must be conditioned to repay the above amount or any part thereof upon proper demand therefore and to perform such other duties in connection with the deposit as the council may require.

SECTION 3. RESOLVED FURTHER, that, in lieu of the above bond, the depository may furnish collateral in the manner and to the extent permitted by law. All such collateral must be approved by the City Council and accompanied by a written assignment providing that, upon default, the financial institution shall release to the City on demand, free of exchange or any other charges, the collateral pledged.

SECTION 4. RESOLVED FURTHER, all collateral must be placed in safekeeping in a restricted account at either a Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution that is furnishing the collateral. The selection must be approved by the City Council. In case of default upon the part of the depository, the City Council shall have full power and authority to sell such collateral or as much as may be necessary to realize the full amount due the city over such federal guarantee.

This designation is effective until subsequently rescinded by the Birchwood Village City Council.

I certify that the City of Birchwood Village adopted the above Resolution on this 10th day of January, 2017.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk

RESOLUTION 2017-03

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

**A RESOLUTION AUTHORIZING THE RAMSEY WASHINGTON SUBURBAN
CABLE COMMISSION TO BROADCAST AND RE-BROADCAST CITY COUNCIL
MEETINGS ON OTHER CABLE CHANNELS**

WHEREAS, all Regular and most Special meetings of the Birchwood Village City Council are broadcast on the City's public access channel through the Ramsey Washington Suburban Cable Commission (RWSCC); and

WHEREAS, RWSCC desires to have the authority to broadcast and re-broadcast these meeting on other cable channels of a public service nature including, but not limited to, On-Demand or a "C-SPAN" type of channel; and

WHEREAS, RWSCC is requesting permission from the City Council of the City of Birchwood Village for said broadcasting and re-broadcasting of Birchwood Village City Council meetings; and

WHEREAS, the City Council agrees that providing alternative venues and channels for residents to view City Council meetings is desirable and appropriate.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that it grants permission to the Ramsey Washington Suburban Cable Commission to broadcast and/or rebroadcast on other public-service, non-commercial cable channels any Council meeting that it originally broadcast live on the City's public access channel.

I certify that the City of Birchwood Village adopted the above Resolution on this 10th day of January, 2017.

Mary Wingfield, Mayor

ATTEST:

Tobin Lay
City Administrator-Clerk

RESOLUTION 2017-04

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

A RESOLUTION ACCEPTING A CASH DONATION FROM ARTISTS GROUP

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that:

The City Council accepts the cash donations of \$90.00 from members of the Artists Group.

I certify that the City of Birchwood Village adopted the above Resolution on this 10th day of January, 2017.

Mary Wingfield, Mayor

ATTEST:

Tobin Lay
City Administrator-Clerk

For the Period : 12/10/2016 To 1/7/2017

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$482,772.17	\$2,920.54	\$28,575.58	\$457,117.13
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$4,915.02	\$0.00	\$0.00	\$4,915.02
Library	\$0.00	\$0.00	\$0.00	\$0.00
Spec Rev - Warm House	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$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
Capital Improvement Projects	\$40,108.91	\$0.00	\$0.00	\$40,108.91
Municipal State Aid Streets - Construction	\$0.00	\$0.00	\$0.00	\$0.00
Open Spaces Acquisition (Optional)	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$13,894.96	\$0.00	\$11,539.20	\$2,355.76
Sewer	\$79,967.93	\$0.00	\$315.75	\$79,652.18
Transit System	\$3,845.00	\$0.00	\$0.00	\$3,845.00
Total	\$633,928.61	\$2,920.54	\$40,430.53	\$596,418.62

City of Birchwood Village

Receipts Register

1/7/2017

Fund Name: All Funds

Date Range: 12/10/2016 To 01/07/2017

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
12/14/2016	League of MN Cities	1883	P/C DVDND 2016	(12/14/2016) -	N Refund-Reimbursemnt-Dividend	100-36240-	\$ 2,004.00
							<u>\$ 2,004.00</u>
12/14/2016	Stafford Home	1884	Permit	(12/14/2016) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 62.85
							<u>\$ 62.85</u>
12/14/2016	Art Group	1885	Donation	(12/14/2016) -	N Contributions and Donations from Private Sources	100-36230-	\$ 90.00
							<u>\$ 90.00</u>
12/22/2016	MN State	1889	Court Fine	(12/22/2016) -	N State and Misc fees	100-34170-	\$ 159.00
							<u>\$ 159.00</u>
01/04/2017	Tom McKeown	1886	Variance Request	(01/04/2017) -	N Zoning App Fee	100-32280-	\$ 300.00
							<u>\$ 300.00</u>
01/04/2017	IRS - US Treasury	1888	Credit for Sep 941 Filing	(01/04/2017) -	N Refund-Reimbursemnt-Dividend	100-36240-	\$ 304.69
							<u>\$ 304.69</u>
							<u>\$ 2,920.54</u>

Total for Selected Receipts

City of Birchwood Village

Disbursements Register

1/7/2017

Fund Name: All Funds

Date Range: 12/10/2016 To 01/07/2017

<u>Date</u>	<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/12/2016	Payroll Period Ending 12/09/2016	29417			N	Clerk - Treasurer	100-41401-100-	\$ 1,574.21
	Total For Check	29417						\$ 1,574.21
12/12/2016	Payroll Period Ending 12/09/2016	29418			N	Clerk - Treasurer	100-41401-100-	\$ 421.76
	Total For Check	29418						\$ 421.76
12/12/2016	PERA	EFT121216		Employee Retirement	N	Clerk - Treasurer	100-41401-121-	\$ 274.40
	Total For Check	EFT121216						\$ 274.40
12/14/2016	Payroll Period Ending 12/11/2016	29420			N	Supervision	100-45201-100-	\$ 183.00
	Total For Check	29420						\$ 183.00
12/14/2016	Payroll Period Ending 12/11/2016	29421			N	Supervision	100-45201-100-	\$ 20.00
	Total For Check	29421						\$ 20.00
12/14/2016	Payroll Period Ending 12/11/2016	29422			N	Supervision	100-45201-100-	\$ 30.00
	Total For Check	29422						\$ 30.00
12/19/2016	Lay, Tobin	29419		Farewell Reimbursement	N	Personnel Administration (44801 through 41899)	100-41800-810-	\$ 46.51
	Total For Check	29419						\$ 46.51
12/21/2016	PERA	EFT121616		Council Retirement - Wingfield & LaFoy	N	Mayor	100-41310-121-	\$ 105.00
	Total For Check	EFT121616						\$ 105.00
12/23/2016	Payroll Period Ending 12/11/2016	29424			N	Supervision	100-45201-100-	\$ 235.00
	Total For Check	29424						\$ 235.00
12/23/2016	Payroll Period Ending 12/23/2016	29425			N	Clerk - Treasurer	100-41401-100-	\$ 1,574.21
	Total For Check	29425						\$ 1,574.21
12/29/2016	Payroll Period Ending 12/29/2016	29426			N	Supervision	100-45201-100-	\$ 82.50
	Total For Check	29426						\$ 82.50
12/29/2016	Payroll Period Ending 12/29/2016	29427			N	Supervision	100-45201-100-	\$ 25.00
	Total For Check	29427						\$ 25.00
12/29/2016	Payroll Period Ending 12/29/2016	29428			N	Supervision	100-45201-100-	\$ 33.00

Fund Name: All Funds

Date Range: 12/10/2016 To 01/07/2017

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check					33.00
12/29/2016	Payroll Period Ending 12/29/2016	29429		N	Supervision	100-45201-100-	558.00
		Total For Check					558.00
12/29/2016	Payroll Period Ending 12/29/2016	29430		N	Supervision	100-45201-100-	360.00
		Total For Check					360.00
12/30/2016	Heating & Cooling Exxperts, LLC	29431	Snow Blower Repair	N	Supervision	100-45201-400-	165.17
		Total For Check					165.17
01/04/2017	City of Roseville	29433	December 2016 IT/Phone Services	N	Phone/IT	100-41955-320-	274.75
		Total For Check					60.47
01/04/2017	City of Roseville	29434	Mitigation Cost Share - Contract	N	Phone/IT	100-41955-320-	48.00
		Total For Check					48.00
01/04/2017	Press Publications	29435	Legal Notice Publications x 10	N	Ordinances and Proceedings	100-41130-351-	62.72
		29435				100-41130-351-	47.04
		29435				100-41130-351-	47.04
		Total For Check					156.80
01/04/2017	Tennis Sanitation, LLC	29436	Recycling Contract Nov-Dec 2016	N	Recycle	100-43300-305-	1,656.00
		Total For Check					1,656.00
01/04/2017	City of White Bear Lake	29437	Water Billing 9/23/16 - 12/31/16	N	Water Utility	601-43180-305-	5,866.15
		Total For Check					5,866.15
01/04/2017	Gopher State One Call	29438	Locates (6 Tickets)	N	Utility Locates	100-42805-305-	8.10
		Total For Check					8.10
01/04/2017	MN Dept of Labor and Industry	29439	Mn Bldg Permit Surcharge 4th Qtr 2016 - 1630252016	N	Building Inspections Administration	100-42401-430-	41.29
		Total For Check					41.29
01/04/2017	Croix Valley Inspections Inc	29440	Inspection Fees (2016-45 thru 2016-67)	N	Building Inspections Administration	100-42401-305-	2,997.12
		Total For Check					2,997.12

Fund Name: All Funds

Date Range: 12/10/2016 To 01/07/2017

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
01/04/2017	Integra	29441	Analog Phone Line	N	Phone/IT	100-41955-320-	\$ 37.47
		Total For Check 29441					\$ 37.47
01/04/2017	White Bear Township	29442	Lift Station Check / Repairs (12/12/16- 12/25/16)	N	Sewer Utility	605-43190-305-	\$ 315.75
		Total For Check 29442					\$ 315.75
01/04/2017	Manship Plumbing & Heating Inc	29443	Monthly Standby/locates/services	N	Water Utility	601-43180-305-	\$ 1,030.00
		Total For Check 29443					\$ 1,030.00
01/04/2017	John B. Stewart P.E.	29444	Engineering Consultation	N	Street Lighting	100-43160-304-	\$ 850.00
		Total For Check 29444					\$ 850.00
01/04/2017	Sauve's Outdoor Services, Inc. SOS	29445	Layout/Striping	N	Streets and Road Mntnc	100-43101-305-	\$ 6,938.80
		Total For Check 29445					\$ 6,938.80
01/04/2017	TSE, INC	29446	City Hall Janitorial Services X2	N	General Government Buildings and Plant	100-41940-305-	\$ 25.00
		Total For Check 29446					\$ 25.00
01/04/2017	Birch	29447	Snow Plow Services	N	Ice and Snow Removal	100-43125-305-	\$ 900.00
		29447				100-43125-305-	\$ 810.00
		29447				100-43125-305-	\$ 315.00
		Total For Check 29447					\$ 2,025.00
01/04/2017	Washington County	29448	Snowplow Materials November 2016	N	Streets and Road Mntnc	100-43101-305-	\$ 362.96
		Total For Check 29448					\$ 362.96
01/04/2017	Water Conservation Service Inc.	29449	Leak Located on 11/20/2016 @ East County Line 120 & Wildwood Road	N	Wtr/Swr Emergency	601-43185-305-	\$ 367.28
		Total For Check 29449					\$ 367.28
01/04/2017	Lay, Tobin	29450	Office Supplies & Award Frames	N	Mayor	100-41310-810-	\$ 14.40
		29450			General Government Buildings and Plant	100-41940-810-	\$ 58.54
		Total For Check 29450					\$ 72.94
01/04/2017	Ronnan, Kenny	29451	Council Meeting Services 12/13/16	N	Cable Eqmpt and Service	100-41950-305-	\$ 123.75

Fund Name: All Funds

Date Range: 12/10/2016 To 01/07/2017

Date	Vendor	Total For Check	Check #	Description	Void	Account Name	F-A-O-P	Total
01/04/2017	City of White Bear Lake Fire	29452	29452	Fire Srvc December 2016	N	Fire	100-42201-305-	\$ 1,568.75
		Total For Check	29452					\$ 1,568.75
01/04/2017	U S Bank	EFT010417	EFT010417	Stop Payment on Check #29376	N	Personnel Administration (44801 through 41899)	100-41800-180-	\$ 554.10
		Total For Check	EFT010417					\$ 554.10
01/04/2017	Xcel Energy	EFT010417A	EFT010417A	Gas for Generator	N	Street Lighting	100-43160-380-	\$ 28.61
		Total For Check	EFT010417A					\$ 28.61
01/04/2017	Xcel Energy	EFT010417B	EFT010417B	Electric for Street Lights	N	Street Lighting	100-43160-380-	\$ 1,269.49
		Total For Check	EFT010417B					\$ 1,269.49
01/04/2017	Xcel Energy	EFT010417C	EFT010417C	Electric for Lift Stations /Warming House	N	General Government Buildings and Plant	100-41940-380-	\$ 245.03
		Total For Check	EFT010417C					\$ 245.03
01/07/2017	Metropolitan Council Env. Service	29453	29453	Wastewater Service	N	Sewer Utility	601-43190-217-	\$ 4,275.77
		Total For Check	29453					\$ 4,275.77
01/07/2017	Birch	29454	29454	Snow Plow Services	N	Ice and Snow Removal	100-43125-305-	\$ 202.50
		Total For Check	29454					\$ 202.50
01/07/2017	Payroll Period Ending 01/06/2017	29455	29455		N	Clerk - Treasurer	100-41401-100-	\$ 1,575.80
		Total For Check	29455					\$ 1,575.80
01/07/2017	Payroll Period Ending 01/06/2017	29456	29456		N	Clerk - Treasurer	100-41401-100-	\$ 422.04
		Total For Check	29456					\$ 422.04
01/07/2017	PERA	EFT010717	EFT010717	Employee Retirement	N	Clerk - Treasurer	100-41401-121-	\$ 274.40
		Total For Check	EFT010717					\$ 274.40
		Total For Selected Checks						\$ 40,430.53

As on 1/7/2017

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Total Disbursements	0.00	0.00	0.00
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		4,915.02	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 01/07/2017		4,915.02	

As on 1/7/2017

Capital Improvement Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Total Disbursements	0.00	0.00	0.00
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		40,108.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 01/07/2017		40,108.91	

As on 1/7/2017

Water	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Water Utility			
Professional Services: Medical and Dental Fees	0.00	6,896.15	(6,896.15)
Wtr/Swr Emergency			
Professional Services: Medical and Dental Fees	0.00	367.28	(367.28)
Sewer Utility			
Sewer - Wastewater Charge	0.00	4,275.77	(4,275.77)
Total Acct 431	0.00	11,539.20	(11,539.20)
Total Disbursements	0.00	11,539.20	(11,539.20)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		13,894.96	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		11,539.20	
Cash Balance as of 01/07/2017		2,355.76	

As on 1/7/2017

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Sewer			
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Sewer Utility			
Professional Services: Medical and Dental Fees	0.00	315.75	(315.75)
Total Acct 431	0.00	315.75	(315.75)
Total Disbursements	0.00	315.75	(315.75)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		79,967.93	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		315.75	
Cash Balance as of 01/07/2017		79,652.18	



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Approval to Contract with Airfresh Industries

Dear Mayor and Councilmembers,

This past Fall, City Administrator Mike Anderson negotiated with Airfresh Industries to provide portable toilets for the City parks at a lower rate than the City was paying for Onsite Sanitation toilets. Airfresh has agreed to charge the City \$150 every 28 days for 2 units (\$75) going forward. The City has been paying \$198.26 to Onsite every 27 days for 2 units (\$99.13 each).

Staff had Onsite pull their 2 units in November and had Airfresh place 1 unit at the warming house in December. Accordingly, staff requests approval of these actions taken and authorization to sign the enclosed agreement with Airfresh for ongoing service.

Thanks,
Tobin Lay



P.O. Box 24, Stillwater, MN 55082
 Tel (651) 430-0916 • Portable Restroom Rental
 Tel (651) 775-1489 • Septic Design/Inspection Services
 Fax (651) 433-9934 • www.AirFreshIndustries.com
 MPCA License #2114/Insured
 CERT Certified SBE/WBE
 DBE/TGB Certified

August 30, 2016
 City of Birchwood
 Attn: Mike Anderson, City Administrator
 207 Birchwood Ave.
 Birchwood, MN 55110

Thank you for the opportunity to provide you with a Portable Restroom Rental quote for the City of Birchwood Village. Our portable restrooms include handsanitizers and would be placed and picked up on your requested dates. AirFresh Industries *does not* add hidden charges such as "Environmental Disposal Fees" or "Fuel Surcharges."

CITY OF BIRCHWOOD VILLAGE, MN

Portable Restrooms Skid Units (Includes Dropoff/Pickup/Service 1x/week):

- | | |
|--|-------------------------|
| 1. Toilet w/Deodorizer & Handsanitizer | \$ 75.00 /unit/28-days |
| 2. ADA Accessible Toilet w/ Deodorizer & Handsanitizer | \$ 125.00 /unit/28-days |

Miscellaneous:

- | | |
|---|-------------------|
| 1. Chemical Hand Sanitizer/Unit (included) | \$ 0.00 /28 days |
| 2. Extra Service or Tip-Over/Unit (provided upon request) | \$ 25.00 /service |

Delivery/Pickup/Move Charges:

- | | |
|--------------------------------------|------------------|
| 1. Delivery/Unit | \$ 0.00/delivery |
| 2. Pickup/Unit | \$ 0.00 /pickup |
| 3. Move/Unit (provided upon request) | \$ 25.00 /move |

TOTAL = \$150.00/2-units/28-days

Sales tax (if applicable) not included in above pricing.

_____ Signature/Title	_____ Date
City of Birchwood Village	

NO Pickup or Delivery Charges

NO Damage Waivers

NO Disposal or Hidden Fees

_____ Signature/Title	_____ Date
AirFresh Industries	

For areas where environmental conditions or vandalism is of concern, our portable restrooms can be staked down or locked upon request at no additional charge.

AirFresh Industries is licensed (MPCA #2114) and insured. AirFresh Industries is certified as a **Disadvantaged Business Enterprise (DBE)** through the Minnesota Unified Certification Program (MnUCP) and is also certified through the Central Certification (CERT) Program as a **Small Business (SBE) and Women-Owned Business (WBE) Enterprise**. AirFresh Industries is certified through the **Metropolitan Council Underutilized Businesses program (MCUB)** as well as the **Minneapolis Small and Underutilized Business Enterprise Program (SUBP)**. AirFresh Industries is additionally certified as a **Targeted Group Business (TGB)** thru State Admin and also has its Affirmative Action Plan registered w/MnDHR.

Sincerely,

Kelly Thommes
 President/AirFresh Industries, Inc.
 P.O. Box 24
 Stillwater, MN 55082
 651-430-0916 (main)/651-775-1489 (cell)
 651-433-9934 (fax)
kellythommes@airfreshindustries.com
www.airfreshindustries.com



**ON SITE SANITATION-TWIN
CITIES**

95 WOODLYNN AVENUE
 SAINT PAUL, MN 55117-2090
 (651) 429-3781
 (651) 486-6400

STATEMENT

Date	Account Number
11/1/2016	009246

Bill To
 VILLAGE OF BIRCHWOOD
 207 BIRCHWOOD AVE
 WHITE BEAR LAKE, MN 55110-1610

Current	Past Due			
	30 Days	60 Days	90 Days	Over 90 Days
0.00	198.26	0.00	0.00	0.00

Total Amount	\$	198.26
---------------------	----	---------------

Beginning Balance	Activity for the Month of November 2016			Ending Balance
	Charges	Payments	Adjustments	
198.26	0.00	0.00	0.00	198.26

Date	Description	Invoice/Ref #	Balance
10/8/2016	Site: 009246 - 0003 - 207 BIRCHWOOD AVE Invoice	0000331249	99.13
		Site Total	99.13
10/8/2016	Site: 009246 - 0004 - 409 LAKE AVE Invoice	0000331250	99.13
		Site Total	99.13
	Customer Total		\$ 198.26



ON SITE SANITATION-TWIN CITIES

95 WOODLYNN AVENUE
 SAINT PAUL, MN 55117-2090
 Phone: (651) 429-3781
 Fax: (651) 486-6400
 WWW.ONSITECO.COM

CUSTOMER NO	009246
INVOICE DATE	9/10/2016
INVOICE NO	0000315520
CUSTOMER PO	
DUE DATE	9/20/2016

DATE	FREQUENCY	DESCRIPTION	QUANTITY	RATE	AMOUNT
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New Charges

Site 009246-0003 - VILLAGE OF BIRCHWOOD - 207 BIRCHWOOD AVE

9/10/2016 - 10/7/2016		HAND SANITIZERS	1.00	\$5.00	\$5.00
9/10/2016 - 10/7/2016	Weekly	STANDARD CONSTRUCTION RESTROOM	1.00	\$73.00	\$73.00
		DAMAGE WAIVER			\$10.00
		FUEL SURCHARGE			\$5.40
		MN STATE SALES TAX			\$5.73

Total New Charges: \$99.13

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

ON SITE SANITATION-TWIN CITIES

95 WOODLYNN AVENUE
 SAINT PAUL, MN 55117-2090
 Phone: (651) 429-3781

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
009246	9/10/2016	0000315520	\$ 99.13
CHECK NO		AMOUNT ENCLOSED	
		\$	

Be sure to write your customer number on your check

VILLAGE OF BIRCHWOOD
 207 BIRCHWOOD AVE
 WHITE BEAR LAKE, MN 55110-1610



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Approval to Sign NYFS Partnership Agreement

Dear Mayor and Councilmembers,

Birchwood Village has been asked to renew a partnership agreement with Northeast Youth & Family Services (NYFS). The City has a long standing agreement with NYFS to provide our residents with mental health, diversion services, and senior services. The rate for this agreement in 2017 will be \$1,429, which is \$105 less than 2016. Enclosed is a copy of the partnership agreement. Also enclosed is a report from NYFS about services in 2016.

Staff seeks Council's direction in this matter. If the Council wishes to continue this partnership, then staff requests authorization to sign the enclosed agreement.

Thanks,
Tobin Lay

December 22, 2016

Mike Anderson
City Administrator
City of Birchwood Village
207 Birchwood Ave.
Birchwood Village, MN 55110

Dear Mike,

Enclosed is the 2017 partnership agreement with Northeast Youth & Family Services. I have also included the addendum referenced in section III-B Services Provided and Exhibit A referenced in section III-D-2 Funding.

Please sign and return a fully executed copy of the agreement to me. You can either send a hard copy through the mail or a pdf electronically. Either way we need a copy in our files for our audit.

We appreciate our partnership with you and look forward to another year of working in concert to serve the residents of our community. I will reach out to you in early January about setting up our annual presentation to the council.

If you have any questions or need more information, please don't hesitate to contact me.

Sincerely,



Jerry Hromatka
President & CEO

AGREEMENT

I. PARTIES

This agreement is made and entered into by and between the City of Birchwood Village Minnesota ("City") and Northeast Youth and Family Services ("NYFS").

II. RECITALS

- A. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.
- B. Through this Agreement the City intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- C. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the City and NYFS.

III. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- A. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- B. Services Provided. NYFS shall provide the City and its residents with youth and family programs set forth in the Addendum attached hereto.
- C. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
 - 1. Report regarding proposed changes in services and programs to the City; and

2. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

D. Funding

1. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
2. The City shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation using the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U). Such adjustment shall not exceed plus or minus 3% in any year. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
3. Any new City joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
4. Amounts payable by the City shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.

E. Board of Directors. This agreement is contingent upon the City having the right to a seat on the Board of Directors. The Board of Directors shall be limited to not more than 30 Board members.

F. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the following:

1. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
2. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.

3. On or before November 30, of any year NYFS shall submit a written report to the City including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.
4. Periodically advising the City of services available through NYFS to the City's residents;
5. Establishing a sliding scale for services available through NYFS to the City's residents and periodically advising the City of such fees;
6. Providing other reasonable information requested by the City;
7. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the City as an additional insured and providing a copy of the insurance certificate evidencing such policy to the City;
8. Provide the City with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
9. NYFS shall defend and indemnify the City from any and all claims or causes of actions brought against the City of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
10. Without the written approval of the City, NYFS will not enter into any agreement with any other city which differs from the terms and conditions of this Agreement.

G. Term. The term of this agreement will be through December 31, 2017. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the City if a successor agreement has not been executed prior to the end of the term.

H. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

1. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
2. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

1. Consider the request and by a majority vote deny it.
2. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
3. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

CITY OF BIRCHWOOD VILLAGE

By: _____
Elected Official

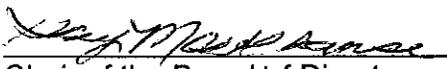
Its: _____
Clerk/Manager

Dated: _____

NORTHEAST YOUTH & FAMILY SERVICES

By: 

President/CEO

Its: 

Chair of the Board of Directors

Dated: 

12/2016

Northeast Youth & Family Services

NYFS services fall into two categories: mental health services and youth development programs. By serving both areas within our agency, we can provide a continuum of care. This has proven beneficial because although mental health and youth development have similar goals, their distinctions also complement each other.

Contracted Services

Mental Health Services:

- *Mental Health Counseling* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

Youth Development Programs:

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Senior Chore Program* – youth and other adults complete seasonal and household tasks to help seniors remain independent.

Non Contracted Services

Mental Health Services:

- *Northeast Educational & Therapeutic Services (NETS)* – provides academics and therapy for youth with mental illnesses who can not function in traditional school environments in grades 6-12.
- *REACH Academy* - program run in collaboration with the Mounds View School District that provides academic instruction and therapeutic support to middle and high school youth receiving special education services.

Youth Development Programs:

- *Out of School Time* – underperforming youth receive support to increase grades, explore career and educational opportunities, and develop leadership in the community .

Northeast Youth & Family Services
City Participation Figures

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Birchwood Village	2,022	1,941	1,839	1,738	1,635	1,534	1,429



Northeast Youth & Family Services
Transforming Lives
Celebrating 40 Years

October 31, 2016

Mike Anderson, City Administrator
City of Birchwood Village
207 Birchwood Ave.
Birchwood Village, MN 55110

Dear Mike:

Part of the way we keep our municipal partners informed about services provided by Northeast Youth & Family Services (NYFS) to residents in your community is through quarterly reports.

Enclosed is a copy of a report outlining the services provided in 2016 up through this most recent quarter. Contract services are those outlined in our agreement. These services are assured to all community residents regardless of their ability to pay. Non-contract services represent those received by your residents through other programs at NYFS. Taken together, this report demonstrates how your partnership helps leverage resources for all services received by your residents. To compliment the hard statistics we like to provide a success story which brings those numbers to life.

If you have any questions about this report or would like to talk about any other aspect of our partnership please don't hesitate to contact me at jerry@nyfs.org or at 651-379-3404.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry Hromatka', written in a cursive style.

Jerry Hromatka
President & CEO

City of Birchwood Village
Report Period: January 1, 2016 to September 30, 2016

The following is a brief report on Northeast Youth & Family Services' programs that directly affect the residents of your community. If you have any questions about this report, please call Jerry Hromatka, President & CEO, at (651) 379-3404.

Annual City Contract for Service 2016	\$1,534
Total cost of all services through September 30	\$1,195

(Please note that these numbers represent the actual cost of services provided, not what NYFS charges clients for these services. Because of your collaboration with NYFS, many of these services are offered free of charge or on a sliding-fee scale based on income.)

Services Provided	City Totals		
	# of Clients	Hours	Service Cost
Contracted Services			
Mental Health	1	4.7	\$ 705.00
Diversion Services	1	2.0	\$ 150.00
Senior Chore			
Seniors	2	17.0	\$ 340.00
Total for Contracted Services	4	23.7	\$ 1,195.00

Totals for all Individual Services	4	23.7	\$ 1,195.00
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*There are no NYFS clients that have completed community service work through our Diversion program at this point in the year.

NYFS Success Stories: July – September 2016

The following contains one story from NYFS' Mental Health and Diversion Programs respectively in order to give you a personal perspective of how lives are changed through your partnership with Northeast Youth and Family Services.

- *Lily is a 16-year-old girl who has been receiving Outpatient therapy and medication management at NYFS for over one year. She is diagnosed with body dysmorphia, severe social anxiety disorder and bipolar disorder. At intake, Lily did not speak to her parents and had refused to attend school for several months. She was severely suicidal and required hospitalization. She covered mirrors in the house as she could not tolerate seeing her reflection, and also frequently engaged in self-harm.*

Today, Lily states she has not experienced suicidal thoughts in six months and has not self-harmed in over nine months. She has gained the confidence to begin attending social activities in the community (she recently attended homecoming and went to a concert with new friends). She has successfully caught up on the education she had missed through enrollment in online school. She is beginning to realize that the way she feels about her appearance is distorted thinking and has been better able to challenge negative thoughts that come up. Parents also report that Lily is engaged with them at home and is much better about confiding in them when she is struggling. Lilly also attended a girls' depression support group through NYFS that she says helped her to "make the first friends I have had in a really long time."

- *NYFS' Diversion Program often gives students an opportunity to get involved with NYFS special events that put them in supervised leadership roles. In August of this year NYFS Diversion took a group of younger students to a "Create a Memory" event at Target Field which included numerous activities on the playing field. Three (3) high school Diversion students went along as student leaders. These student leaders were designated as Captains to a small group on the field, and they helped move the younger children from station to station, interacting with each activity and insuring the youth were engaged, taking turns, and having a positive experience. Several times they jumped in and created a fun side activity for the youth when there were down times in the activities. Each one of them took their role seriously and did an outstanding job. Diversion staff was able to debrief with them later in the week and they all expressed enthusiasm for the event and were very grateful for the opportunity to be a part of it. They found themselves as part of the solution, when in so many cases in their lives they have been seen as part of the problem. All 3 are going to continue to work with NYFS in a volunteer capacity this fall, even though all 3 have now successfully completed the Diversion.*

*** Any names used were changed to protect our clients' identities.



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: White Bear Township JPA – Water System Supervision

Dear Mayor and Councilmembers,

In October 2016, the City's water service contractor, John Manship, recommended to Council that the City enter into a Joint Powers Agreement (JPA) with White Bear Township (WBT) to provide on-call water services anytime Mr. Manship was unavailable. City Administrator Mike Anderson provided a draft agreement in the Council packet for Council's review.

Since November 2016, staff has been working with Mr. Manship and WBT to fine-tune the agreement and now presents it to the Council for review and approval. The proposed agreement is attached and allows for WBT township to provide on-call and coordination services as needed, when Mr. Manship is unavailable. Payment will be based on WBT prevailing wage, which in 2017 will be \$67.08 per hour during business hours and \$85.28 after hours (Appendix A to agreement).

Staff requests Council's approval of enclosed JPA and authorization for Mayor Wingfield and City Administrator Lay to endorse accordingly.

Thanks,
Tobin Lay

**Joint Powers Agreement for Stand
By Birchwood Water System
Supervision**

THIS AGREEMENT, is made to be effective _____, 2017, between the TOWN OF WHITE BEAR, a statutory Township under the laws of the State of Minnesota (TOWN), and the CITY OF BIRCHWOOD VILLAGE (CITY), a municipal corporation under the laws of the State of Minnesota.

Recitals:

- A. The CITY currently has maintenance equipment or personnel available to maintain their city water system.
- B. The TOWN has the personnel available to supervise the repairing of the CITY water system.
- C. It is feasible for the TOWN to supervise the repair of the CITY water system when the CITY water operator is on vacation or unavailable to perform such services as arranged.

Purpose:

Minnesota Statutes, Section 471.59, provides that two or more governmental units, by agreement entered into through the action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised.

Agreement:

Now, therefore, in consideration of the foregoing recitals and mutual undertakings, set forth herein, the TOWN and CITY agree as follows:

- 1. **Emergency On-Call Services.** Whenever the CITY contracted water operator is on vacation or otherwise unavailable, the TOWN shall provide on-call services including emergency locates as needed to respond and coordinate with the CITY'S designated contractor in the repair and maintenance of the CITY water system. The CITY shall notify the TOWN seven (7) days prior to the start of such on-call services.
- 2. **Emergency Locates.** The TOWN shall be added to the CITY'S Gopher One list of agencies notified to perform locates; however, the TOWN shall only respond

Appendix A.

2017 FEES FOR WHITE BEAR TOWNSHIP SERVICES

	Building Inspector	Secretary / Receptionist	Finance Officer	Accounting Clerk	Accounting Clerk/Recep	Para Legal / Secretary	Planner
Wages and Benefits							
Wages	80,548.00	47,510.67	114,143.47	67,080.00	54,525.47	68,359.20	93,350.40
Goal Pay	1,409.10	1,409.10	1,409.10	1,409.10	1,409.10	1,409.10	1,409.10
Seasonal Disruption	-	-	-	-	-	-	-
On-Call Pay	12,392.00	5,482.00	18,438.56	10,836.00	6,291.40	11,042.64	15,079.68
Holidays/Flex	7,217.71	4,161.74	10,250.32	6,068.37	4,760.29	6,182.04	8,402.70
FICA	7,076.18	4,080.13	10,049.33	5,949.38	4,666.95	6,060.82	8,237.94
PERA	9,113.28	9,113.28	9,113.28	9,113.28	18,935.46	9,113.28	18,935.46
Health Insurance	537.36	404.64	549.96	487.80	414.12	487.44	549.96
LTD & STD Insurance	\$631.07	\$391.36	\$924.42	\$547.91	\$447.48	\$558.15	\$758.08
Worker's Comp	43.00	71.25	71.25	71.25	71.25	71.25	43.00
Public Officials Liability	-	-	-	-	-	-	-
Health Co-pay	-	-	-	-	-	-	-
Wages & Benefits total	118,967.70	72,624.17	164,949.70	101,563.10	91,521.51	103,283.91	146,766.31
Hourly	57.20	34.92	79.30	48.83	44.00	49.66	70.56
Indirect Overhead (12.5%)	7.15	4.36	9.91	6.10	5.50	6.21	8.82
	64.35	39.28	89.22	54.93	49.50	55.86	79.38
Other Expenses							
Office Space (20% Bldg Budget / 8)	4,018.73	4,018.73	4,018.73	4,018.73	4,018.73	4,018.73	4,018.73
(50% Bldg Budget / 8)	-	-	-	-	-	-	-
Equipment (Building/Office)	3,050.00	3,050.00	3,050.00	3,050.00	3,050.00	3,050.00	3,050.00
Supplies	3,870.00	690.00	690.00	690.00	690.00	690.00	690.00
Seminars	1,000.00	500.00	3,000.00	1,000.00	500.00	1,000.00	1,000.00
Total Other	10,938.73	7,758.73	10,758.73	8,758.73	8,258.73	8,758.73	8,758.73
Hourly	5.26	3.73	5.17	4.21	3.97	4.21	4.21
Hourly per Permit (1/4 hour)							
TOTAL HOURLY	69.60	43.01	94.39	59.14	53.47	60.07	83.59

BILLABLE HOURLY - 2017	69.75	43.25	94.50	59.25	53.50	60.25	83.75
BILLABLE HOURLY - 2016	67.50	44.00	92.50	58.00	51.00	58.50	86.00
BILLABLE HOURLY - 2015	64.50	41.00	90.00	56.00	42.50	56.00	83.50
BILLABLE HOURLY - 2014	62.00		86.00	55.00	41.00	54.00	81.00
BILLABLE HOURLY - 2013	61.00		85.00	54.00	39.00	53.00	79.00
BILLABLE HOURLY - 2012	60.00	42.00	82.00	53.00	21.00	52.00	78.00
BILLABLE HOURLY - 2011	60.00	40.00	79.00	52.00	-	51.00	77.00
BILLABLE HOURLY - 2010	58.00	38.00	77.00	50.00	-	50.00	74.00
	\$81,957.10	\$48,919.77	\$115,552.57	\$68,489.10	\$55,934.57	\$69,768.30	\$94,759.50
	\$819.57	\$489.20	\$1,155.53	\$684.89	\$559.35	\$697.68	\$947.60
	0.77	0.80	0.80	0.80	0.80	0.80	0.80
	\$631.07	\$391.36	\$924.42	\$547.91	\$447.48	\$558.15	\$758.08

Clerk / Treasurer	Public Works Director	PW Field Maint Supervisor	PW Field Maint Supervisor OT	PW Leadworker	PW Leadworker OT	PW Mechanic	PW Mechanic OT	PW Summer Help	PW Maintenance Worker
122,928.00	112,320.00	79,404.00	119,106.00	65,967.20	98,950.80	57,988.67	86,983.01	5,940.00	60,798.40
1,409.10	1,409.10	1,409.10	1,409.10	1,409.10	1,409.10	1,409.10	1,409.10	-	1,409.10
19,857.60	15,120.00	2,107.27	2,107.27	2,107.27	2,107.27	2,107.27	2,107.27	-	2,107.27
11,030.89	9,856.96	12,826.80	12,826.80	10,148.80	10,148.80	7,806.17	7,806.17	959.54	9,353.60
10,814.60	9,663.68	7,324.66	10,361.86	6,091.88	8,615.12	5,302.31	7,520.37	527.81	5,635.63
9,113.28	9,113.28	7,181.04	10,158.69	5,972.43	8,446.20	5,198.34	7,372.92	-	5,525.13
549.96	549.96	18,935.46	18,935.46	18,935.46	18,935.46	18,935.46	18,935.46	-	18,935.46
\$11,687.69	\$10,690.54	509.64	509.64	479.40	479.40	448.32	448.32	-	470.64
71.25	43.00	\$7,596.43	\$11,328.42	\$6,333.37	\$9,433.83	\$5,583.39	\$8,308.86	\$558.36	\$5,847.51
		43.00	43.00	43.00	43.00	43.00	43.00	-	43.00
187,462.37	168,766.51	137,337.40	186,786.24	117,487.91	158,568.98	104,822.03	140,934.47	7,985.71	110,125.73
90.13	81.14	66.03	89.80	56.48	76.24	50.40	67.76	14.79	52.95
11.27	10.14	8.25	11.23	7.06	6.66	6.30	6.01	1.85	6.62
101.39	91.28	74.28	101.03	63.55	82.90	56.69	73.77	16.64	59.56
4,018.73	-	-	-	-	-	-	-	-	-
3,050.00	8,037.45	8,037.45	8,037.45	8,037.45	8,037.45	8,037.45	8,037.45	2,086.65	8,037.45
690.00	2,725.00	2,725.00	2,725.00	2,725.00	2,725.00	2,725.00	2,725.00	707.45	2,725.00
2,000.00	3,870.00	3,870.00	3,870.00	3,870.00	3,870.00	3,870.00	3,870.00	1,004.71	3,870.00
9,758.73	17,632.45	15,632.45	15,632.45	15,632.45	15,632.45	15,632.45	15,632.45	4,058.42	15,632.45
4.69	8.48	7.52	7.52	7.52	7.52	7.52	7.52	7.52	7.52
106.08	99.76	81.80	108.54	71.06	90.41	64.21	81.28	24.15	67.08

106.25	100.00	82.00	108.75	71.25	90.50	64.25	81.50	24.25	67.25
110.00	98.00	77.50	101.50	70.00	88.00	63.50	80.00	25.00	66.00
107.00	86.50	71.00	95.00	65.50	84.00	60.00	76.00	21.25	62.00
103.00	85.00	72.00		61.00					61.00
111.00	87.00	63.00		59.00					61.00
101.00	85.00	79.00		59.00					61.00
98.00	83.00	78.00		58.00					60.00
94.00	82.00	78.00		58.00					60.00
\$124,337.10	\$113,729.10	\$80,813.10	\$120,515.10	\$67,376.30	\$100,359.90	\$59,397.77	\$88,392.11	\$5,940.00	\$62,207.50
\$1,243.37	\$1,137.29	\$808.13	\$1,205.15	\$673.76	\$1,003.60	\$593.98	\$883.92	\$59.40	\$622.08
9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40
\$11,687.69	\$10,690.54	\$7,596.43	\$11,328.42	\$6,333.37	\$9,433.83	\$5,583.39	\$8,308.86	\$558.36	\$5,847.51

**PW
Maintenance
Worker -OT**

91,197.60 (used 10-year employee)

1,409.10
2,107.27
9,353.60
7,961.17
7,805.07
18,935.46
470.64
\$8,705.03
43.00
500.00

48

147,987.94

71.15
6.62
77.77

8,037.45
2,725.00
3,870.00
1,000.00
15,632.45

Bldg Inspector Secretary
3,050.00 94.15% 5.85%
3,000.00 85.12% 14.88%

16524

7.52

85.28

85.50

84.00

79.00

78.00

76.00

76.00

75.00

72.00

\$92,606.70

\$926.07

9.40

\$8,705.03

Washington County Sheriff's Office
CONTRACT ICR's
Contract Report for BIRCHWOOD
For the Period 12/01/16 To 12/31/16

Date	Time	ICR #	ID#	Street Name	Complaint
12/03/16	4:16:08	116044272	1209	HALL AV	SPEED SURVEY
12/06/16	15:10:43	116044723	0091	OAKHILL CT	POSSIBLE BREAK IN
12/08/16	8:35:41	116044908	0094	BIRCHWOOD AV	CREDIT CARD FRAUD
12/09/16	13:53:35	116045121	0068	WILDWOOD AV	CHECK WELFARE - PSYCH ISSUE
12/13/16	14:38:52	116045588	0081	BIRCHWOOD LN	COMPUTER FRAUD REPORT****RESTA
12/13/16	18:22:24	116045617	0074	WILDWOOD AV	PARKING QUESTIONS
12/18/16	18:13:39	116046151	0090	BIRCHWOOD AV	MEDICAL LEVEL 1 **RSTK WBL R
12/20/16	13:45:17	116046421	0999	BIRCHWOOD AV	MEDICAL LEVEL 3
12/21/16	7:14:26	116046496	0100	WILDWOOD AV	ALARM
12/21/16	11:19:16	116046520	0115	BIRCHWOOD AV	MEDICAL LEVEL 3
12/21/16	14:13:33	116046542	0115	HALL AV	MEDICAL LEVEL 3
12/24/16	6:17:10	116046871	1264	CEDAR ST	MEDICAL LEVEL 1 *RSTK REQ
12/25/16	5:12:19	116046953	1280	HALL AV	MEDICAL LEVEL 1
12/27/16	21:22:11	116047194	0074	BIRCHWOOD AV	MEDICAL - LEVEL 1
12/29/16	5:21:33	116047334	0999	BIRCHWOOD CT	MEDICAL LVL 1
12/30/16	1:09:48	116047461	1280	LAKE AV	CO DETECTOR SOUNDING
12/30/16	11:22:10	116047500	0077	WILDWOOD AV	FRAUD PHONE CALL
12/30/16	15:23:18	116047555	1257	BIRCHWOOD VILLA	EXTRA PATROL REQUEST POSSIBL
12/31/16	9:43:03	116047619	1257	BIRCHWOOD VILLA	EXTRA PATROL REQUEST - ILLEGAL

Total ICRs Processed: 19

** END OF REPORT **



OATH OF OFFICE

*State of Minnesota
County of Washington*

CITY OF BIRCHWOOD VILLAGE

I, Mary Wingfield, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Mayor of the City of Birchwood Village, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 10th day of January, 2017.

*Tobin Lay
City Administrator-Clerk*



OATH OF OFFICE

*State of Minnesota
County of Washington*

CITY OF BIRCHWOOD VILLAGE

I, Randy LaFoy, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Councilmember of the City of Birchwood Village, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 10th day of January, 2017.

*Tobin Lay
City Administrator-Clerk*



OATH OF OFFICE

*State of Minnesota
County of Washington*

CITY OF BIRCHWOOD VILLAGE

I, Megan Malvey, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Councilmember of the City of Birchwood Village, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 10th day of January, 2017.

*Tobin Lay
City Administrator-Clerk*



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: City Council Assignments

Dear Mayor and Councilmembers,

Per the City website, the 2016 Council assignments were as follows:

City Council Assignments per Website 1-4-17

Mayor	Public Safety	Finance Committee	Roads Committee Liaison	Parks Committee Liaison
*Acting Mayor	Public Safety	*Finance Committee	*Roads Committee Liaison	*Parks Committee Liaison
*Budget Committee	Personnel Committee	Capital Improvement Plan		Roads Committee
Intergovernmental Relations	Budget Committee	Sewer & Water		Assistant Weed Inspector
Volunteer Coordinator		Stormwater Drainage		
Roads Committee Liaison		Liaison to Birchwood Dock Association		
Weed Inspector		Liaison to WBL Transit		

Thanks,
 Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Dog Park – Request for Committee Members

Dear Mayor and Councilmembers,

During the December 2016 meeting staff was asked by Council to post an announcement on the City's website asking for volunteers to sit on a new committee that will oversee a dog park project. Staff was instructed to present the names of those responding by January 3, 2017 at the January City Council meeting.

Accordingly, staff presents the below names of those residents interested in serving on the new committee who responded by January 3rd. Please note that several letters of interest were received after January 3rd and can be presented upon request.

Chris Rollinger
Kathy Blegen-Huntley
Kellie Lund
Kelly Paradise
Steve Schad
Tami Heart
Tracy Schad
Trilby White

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Ordinance 2017-01-01 – Amending Impervious Cover Standards

Dear Mayor and Councilmembers,

The Planning Commission held a meeting on December 27, 2016 to review proposed amendments to sections 300.020 and 302.050 of the City Code; relating to performance standards and procedures for a variance from the impervious surface coverage standard. TKDA's Sherri Buss was in attendance, as was several Birchwood residents.

The Planning Commission voted and unanimously approved the following recommendations for Council's consideration and first reading:

Section 300.020

It is recommended that this section remain unchanged from its existing form.

Section 302.050

It is recommended that the existing language "Impervious surface coverage of lots must not exceed twenty-five (25) percent of the lot area" be replaced with the enclosed language.

****Please note, however, that per the enclosed DNR email, Council should consider requesting the DNR's review of the amendments prior to passing Ordinance 2017-01-01****

Thanks,
Tobin Lay

ORDINANCE 2017-01-01

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

**AN ORDINANCE AMENDING IMPERVIOUS COVER STANDARD AND VARIANCE
STANDARDS IN CITY CODE**

The City Council of the City of Birchwood Village hereby ordains that Chapter 302 (Zoning Code: Requirements and Performance Standards) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

SECTION 302.050: IMPERVIOUS SURFACES

- 302.050 1. Impervious surface coverage of lots shall not exceed twenty-five (25) percent of the lot area unless the applicant obtains a variance and the following conditions are satisfied:
- a. The applicant shall submit a stormwater management plan for the site that analyzes the proposed development including the area(s) of impervious surfaces, direction of runoff, proposed best management practices to manage runoff, and stormwater retention that the best management practices will achieve.
 - b. The stormwater management plan shall include structures and/or best management practices for the mitigation of stormwater impacts on receiving waters in compliance with the City's Surface Water Management Plan, or as approved by the City Engineer, so that the site design includes stormwater management practices that control the stormwater runoff volumes, and the post-construction runoff volume shall be retained on site for 1.1 inches of runoff from impervious surfaces. Examples of best management practices that may be included in the plan include, but are not limited to, the following: pervious pavements, rainwater gardens, and french drains.
 - c. The applicant shall utilize the most recent version of the Minnesota MIDS (Minimum Impact Design Standards) Calculator (available on the Minnesota Pollution Control Agency's website), the U.S. Environmental Protection Agency's National Stormwater Calculator, or another similar stormwater design calculator approved by the city to complete the plan and show that the proposed stormwater management practices meet the required infiltration standard. The applicant shall submit the calculator results to the City with the stormwater management plan.
 - d. The applicant shall provide documentation that the proposed stormwater management methods meet the required standard, will be designed and installed consistent with the City's Surface Water Management Plan, NPDES stormwater

standards, and the Minnesota Pollution Control Agency's Minnesota Stormwater Manual.

- e. No permeable pavement system is permitted in the Shore Impact Zone. (The Shore Impact Zone is the land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the required structure setback. The required structure setback from the OHWL in the City of Birchwood Village is 50 feet, and the Shore Impact Zone is 25 feet.)
- f. Site design shall comply with the City's Tree Ordinance, and shall minimize changes in ground cover, loss of natural vegetation, and grade change as much as possible.
- g. The base of installed infiltration structures or practices must be a minimum of three (3) feet above the established ground water table or the Ordinary High Water Level of White Bear Lake, whichever is higher.
- h. The stormwater management practices shall be designed in accord with the Minnesota Stormwater Manual, American Concrete Pavement Association design criteria, Center for Watershed Protection, *Stormwater BMP Design Supplement for Cold Climates*, or other design guidance provided by the City.
- i. The stormwater management plan shall include the applicant's description of how the practices shall be maintained to function as designed for the long-term. The City may inspect the installation of the stormwater management system at the site.
- j. The applicant shall include the maintenance plan and a maintenance schedule for the approved stormwater management practices with the building permit application.
- k. The applicant shall record the variance with the property records at Washington County.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this ___ day of _____, 2017

Mary Wingfield
Mayor

Attest:

Tobin Lay
City Administrator-Clerk

Tobin Lay

From: Sorensen, Jenifer (DNR) [jenifer.sorensen@state.mn.us]
Sent: Friday, December 30, 2016 4:29 PM
To: Mary Wingfield
Cc: Tobin Lay
Subject: RE: Impervious surface code
Attachments: 2016 Shoreland Model Ordinance_10-31-16_with commentary.docx

Mary –

Thanks for talking with me today about Birchwood's shoreland ordinance revisions being considered regarding percent impervious. DNR has recently revised its model shoreland ordinance (attached) – the model ordinance is a useful starting point for communities that are making changes to their shoreland ordinance. DNR is also available for technical assistance and for review/approval of the revised ordinance. Birchwood Village is required by the state to have a shoreland ordinance in place that is approved by DNR.

Below is a summary of DNR's policy regarding pervious pavers/pavement:

Permeable pavement did not exist in 1989 when the shoreland rules were written. With the advent of permeable pavement (paver systems, asphalt, concrete), some communities and property owners now view the use of "permeable" pavement as addressing the runoff problem associated with impervious pavement. Use of the word "pervious" or "permeable" can cause zoning administrators and property owners to overlook or discount other environmental reasons for limiting the use of "hard surfaces" in shoreland areas. DNR wants to emphasize the many good reasons for limiting the use of all hard surfaces in shoreland areas:

- While properly maintained permeable pavement may be an effective way to reduce the flow of untreated stormwater into surface waters and to recharge groundwater, it does not replace the benefits of native soils and vegetation in shoreland areas, such as erosion prevention, nutrient uptake, and the preservation of fish and wildlife habitat and the natural scenic character of shorelands.
- Allowing the widespread use of permeable pavement undermines these benefits and the emphasis of using vegetation and natural drainage systems in the state shoreland management rules:
 - The stormwater provisions in rule (MR 6120.3300, Subp. 11) emphasize the use of existing natural drainageways, wetlands, and vegetated soil surfaces to convey, store, filter, and retain storm water runoff before discharge to public waters.
 - The land alteration standards in rule (MR 6120.3300, Subp 4.) also emphasize the use of vegetation in the shore impact zone (SIZ) to slow, filter and infiltrate water through restrictions on vegetation removal in the SIZ.
 - The rules prohibit the placement of hard surfaces in the shore impact zone (SIZ) and the bluff impact zone (BIZ) unless needed for water access, water-oriented accessory structures, and a limited number of specialized exemptions.
- Broad residential use of permeable pavement increases the probability that it will eventually be replaced with impervious surfaces by subsequent property owners (usually without a permit). Likewise, broad residential use of bioretention (rainwater gardens) increases the probability that they will eventually be "filled in" by subsequent property owners who don't like their looks or maintenance requirements.

Regarding DNR shoreland ordinance administration:

- Permeable pavement is not exempt from the 25% impervious surface limit or other hard surface limits in the shoreland rules.
- Any project that proposes to exceed the impervious/hard surface limit should be reviewed as a variance. In this case, DNR strongly encourages the use of appropriate stormwater infiltration practices (i.e. riparian vegetation (first), permeable pavement, bioretention) as a variance condition to mitigate increases in hard surfaces.

- Shoreland ordinance amendments to modify the impervious surface (hard surface) provisions through use of permeable pavement or other measures must be substantially compliant with the purpose of the shoreland rules.

Jen

Jenifer Sorensen

East Metro Area Hydrologist (Ramsey and Washington Counties)
Division of Ecological and Water Resources

Minnesota Department of Natural Resources

1200 Warner Road

St Paul, MN 55106

Phone: 651-259-5754

Email: jenifer.sorensen@state.mn.us

From: Sorensen, Jenifer (DNR)

Sent: Friday, December 30, 2016 2:10 PM

To: 'Mary Wingfield' <wingfield.mary@gmail.com>

Cc: Sherri Buss (sherri.buss@tkda.com) <sherri.buss@tkda.com>

Subject: RE: Impervious surface code

Mary -

DNR has recently revised its model shoreland ordinance, and it now includes a definition for impervious surface:

Impervious surface: A constructed hard surface that prevents or retards entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development, including rooftops; decks; sidewalks; patios; swimming pools; parking lots; concrete, asphalt, or gravel driveways; and other similar surfaces.

A definition for impervious surface is not in the shoreland rules but this definition is helpful for administering the required impervious surface standards. Gravel driveways are defined as impervious because soils become compacted after use and impair the infiltration of water.

In the existing City Code, maximum percent impervious is 25%. Is the City considering increasing this? The City would need to request flexibility to the state standard and provide an explanation for requesting the change.

I now have time to work on reviewing/approving changes to the City's shoreland ordinance. Last April I sent an email saying that I had reviewed the City Code that relates to shoreland regulations (300, 301, 302, 304, 306, and 308) against the City's 1992 shoreland ordinance (the last shoreland ordinance approved by DNR). There have been changes made since 1992 that need DNR review/approval. We can visit further on impervious surface and also on how to get the shoreland ordinance review process started.

Jen

Jenifer Sorensen

East Metro Area Hydrologist (Ramsey and Washington Counties)

Division of Ecological and Water Resources
Minnesota Department of Natural Resources
1200 Warner Road
St Paul, MN 55106
Phone: 651-259-5754
Email: jenifer.sorensen@state.mn.us

-----Original Message-----

From: Mary Wingfield [<mailto:wingfield.mary@gmail.com>]
Sent: Friday, December 30, 2016 8:00 AM
To: Sorensen, Jenifer (DNR) <jenifer.sorensen@state.mn.us>
Subject: Impervious surface code

Hi Jen.

Just wanted to make sure my message was not cut off. We in Birchwood are looking to improve our impervious surface code. Can you give me some examples of how variances are considered/deviations from the maximum calculated. Any help would be much appreciated.

thx and have a great new year

--

m



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Dock Ass'n / Boat Length

Dear Mayor and Councilmembers,

This memo is meant as an update to Council's request at the December meeting to have the Planning Commission review the Dock Association's request regarding amending boat length requirements at Birchwood's docks. The Planning Commission was asked to make a recommendation for first reading at either January or February's City Council meeting.

This topic was not discussed at the December 27, 2016 Planning Commission but the Commission plans to discuss this topic at its next meeting, to be held sometime prior to the February City Council meeting. Residents are invited to participate in this meeting and are encouraged to follow the City's website, facebook or Twitter accounts, or sign up for the City's email listserv, to receive notice of this meeting's date and time. As always, residence may contact the City office for more information.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Interim Plan/Zoning Reviewer

Dear Mayor and Councilmembers,

As you are probably aware, the City's contract with TKDA for plan review expired at the end of 2016. The City Council agreed to the contract with TKDA on a trial basis, with the intent to review the service at the end of the contract to determine what direction the City would go for future Planning assistance.

Staff requests Council's direction on a long term solution in this regard and has compiled the following plan reviewer options as a starting point for Council's consideration:

- Continue using TKDA on a case-by-case basis
 - \$126.48 per hour (represents a 2% increase over 2016 rate)
- Use the services of the City Engineer, Thatcher Engineering Inc.
 - Ranges from \$75-\$95 based on staff (represents 2014 rates)
- Use staff planners from neighboring communities
 - Ex. White Bear Township would be \$83.59 per hour (represents 2017 rates)

Staff further requests authority to research and negotiate additional options for Councils consideration in February.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Shoreland Overlay Ordinance

Dear Mayor and Councilmembers,

Please be advised that Jenifer Sorensen from the DNR has contacted Mayor Wingfield regarding the need to review the City's shoreland overlay ordinance (see enclosed email). The DNR has recently revised its model shoreland ordinance and Ms. Sorensen wishes to remind the City that Birchwood Village is required by the state to have a shoreland ordinance in place that is approved by the DNR. Ms. Sorensen provided the City a 35 page document of the model shoreland ordinance that can be forwarded to Councilmembers upon request (not included herein).

Accordingly, staff encourages Council read the enclosed email from Ms. Sorensen and request the DNR provide a comprehensive Review of the City's existing shoreland overlay ordinance.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: City Sewer Lining – Request for Advice

Dear Mayor and Councilmembers,

Mayor Wingfield has requested that I include the following to the Council packet:

“MEMO REGARDING ADVICE FROM CITY ENGINEER:

The city initiated a sewer lining project in 2005, 2006 and 2008. They were three projects dealing with the same issue: ensuring the sewer pipes remained strong and did not allow water infiltration. The projects were paid by special assessment and bonds. Publications and hearings were held each time.

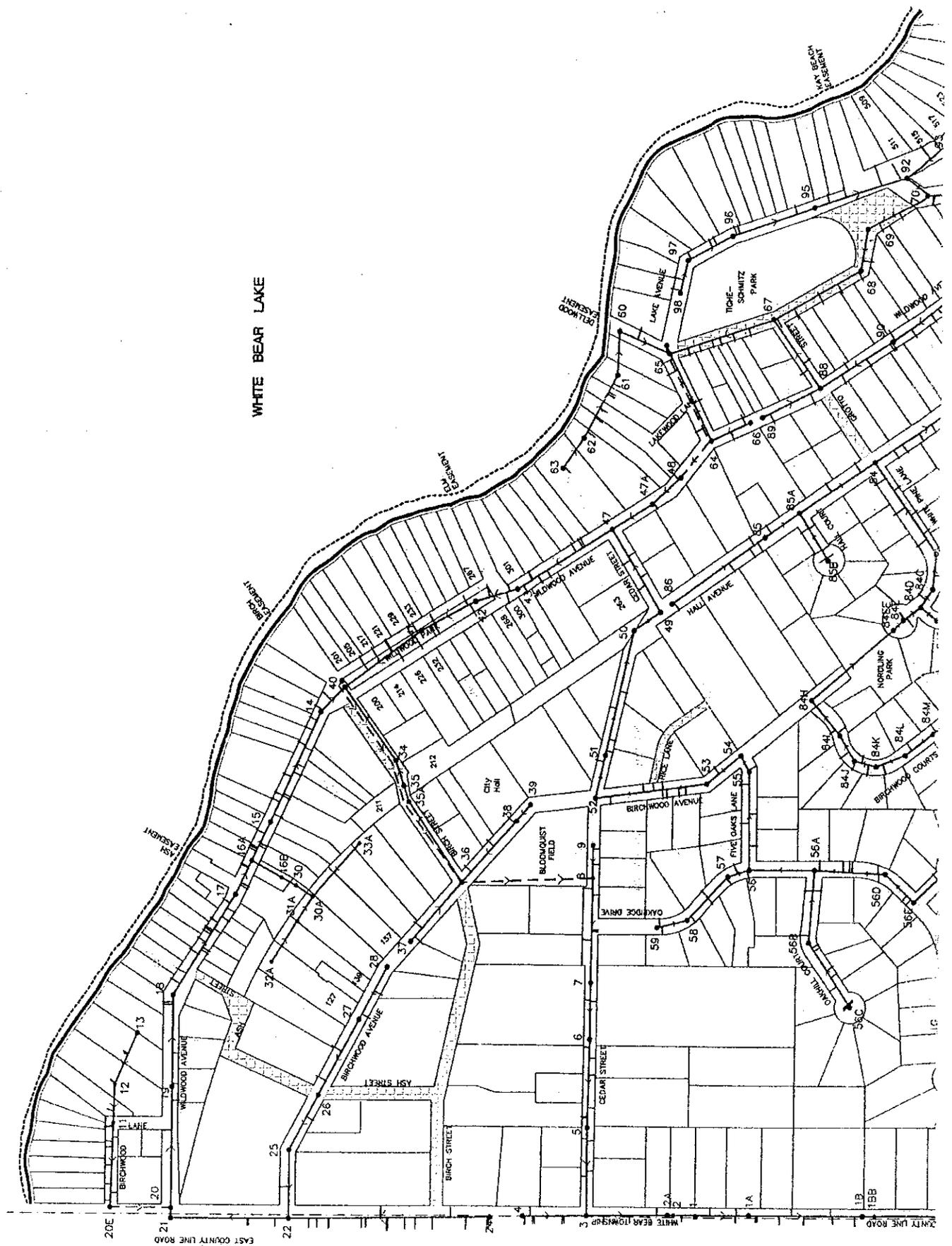
Five chunks of sewer were not included. They are noted in yellow on the attached map. Now to avoid the risk of failure, those pipe sections need to be videoed regularly (perhaps every five years.) There is a significant cost of doing such. (As an aside, the sewer system needs to be jetted from time to time as well. Our engineer would be able to tell us if the two efforts can be combined.) Since this is a regular recurrence, is it reasonable to continue with such videoing hoping that no repairs are needed or is it better to finish the project and avoid continued monitoring?

If any one of the sections shows a need for repair, it is impractical to do one repair in a small section--the cost of having the installer set up and clean the pipes and do the repairs of a small section is grossly inefficient and expensive.

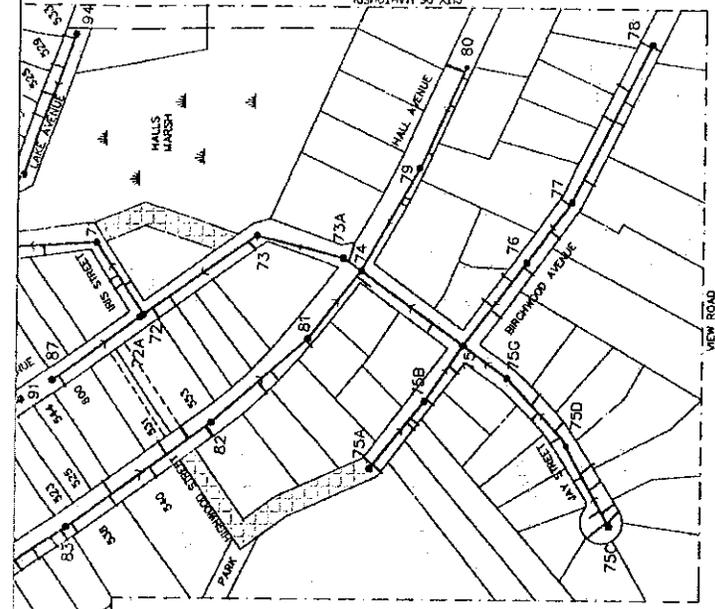
The question is what is the best way to deal with this lingering problem in the most cost effective approach for the best short and long term solution.”

Thanks,
Tobin Lay

WHITE BEAR LAKE



10000
10000
10000



met council operates maintains

- TO BE REHABILITATED
- REHABILITATED (2005)
- REHABILITATED (2006)
- REHABILITATED (2008)
- UNIMPROVED RIGHT OF WAY



CITY OF BIRCHWOOD VILLAGE

SANITARY SEWER MAP



ELVING & ASSOCIATES
INCORPORATED

10062 FLANDERS COURT NE
BLAINE, MN 55449
PH: (763) 780-0450



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Local Water Plan Representative

Dear Mayor and Councilmembers,

It has been brought to my attention that a recent amendment to state regulations requires all local government units to provide a local water plan. Rice Creek Watershed District (RCWD) has requested that the City provide this plan to them by March 31, 2017 (see below email).

Accordingly, staff requests Council appoint a representative from Birchwood to assist in meeting with the RCWD and with writing of the City's water plan.

Email from RCWD follows:

"The MN Rules for local water plans were recently amended to require that all local government units must include their local water plan as a chapter within their local comprehensive plan (MN Rules 8410.060). All local water plans must be updated between December 31, 2016 and December 31, 2018.

The Rice Creek Watershed District (RCWD) would like to issue a reminder that the deadline for your city's local water plan submittal to RCWD is March 31, 2017. I would like to schedule a meeting with you in the next few weeks to have an initial discussion about the submittal requirements for your local water plan, how the requirements apply to your community, and any questions that you may have. The District's goal is to be as helpful as possible by serving as a resource for your plan-writing staff. I highly recommend scheduling a pre-planning meeting with RCWD, your city staff, and any others involved in the comprehensive plan, before submitting your local water plan to RCWD by March 31st.

Please contact me if you would like to schedule a meeting, and include possible dates you are available. I look forward to hearing from you.

Sincerely,
Lauren Sampedro
District Technician/Inspector
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE #611
Blaine, MN 55449-4539
Direct: (763) 398-3078
WCell: (612) 437-6643"



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: School District Realignment Survey

Dear Mayor and Councilmembers,

Councilmember Malvey has requested that I include the following to the Council packet:

“I am interested in determining if the city of Birchwood would be in favor of a school district alignment change from WBL to Mahtomedi. If you are interested in helping to gather information on this topic so that it can be presented to community members for consideration, please contact me at malvey.birchwood@gmail.com”

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Councilmember City Email Accounts

Dear Mayor and Councilmembers,

Councilmember Malvey has requested that I include the following to the Council packet:

QUOTE

CITY	SUMMARY: City, Personal or Mixed	EMAIL ADDRESS DOMAIN	
		MAYOR	COUNCIL MEMBERS
Birchwood	Personal	personal	personal
Mahtomedi	City	ci.mahtomedi.mn.us	ci.mahtomedi.mn.us
Grant	City	cityofgrant.us	cityofgrant.us
Dellwood	Personal	personal	personal
WBL	Mixed	whitebearlake.org	whitebearlake.org/personal
WB Township	Mixed	N/A	personal/whitebeartownship.org
North St. Paul	City	northstpaul.org	northstpaul.org
Vadnais Heights	City	cityvadnaisheights.com	cityvadnaisheights.com
North Oaks	City	cityofnorthoaks.com	cityofnorthoaks.com
Shoreview	City	shoreviewmn.gov	shoreviewmn.gov
Maplewood	City	MaplewoodMN.gov	MaplewoodMN.gov / ci.maplewood.mn.us

This data was collected from going to city websites on 1/4/17 to find out if the email addresses provided for contacting mayors and city council members was a city email address (@cityname or similar), a personal email address (@comcast, @yahoo, @hotmail, @gmail) or if the type of email address was mixed for various council members.

UNQUOTE

According to metro-INET, the City's I.T. provider, the cost of setting up new city email accounts is approximately \$150 a year per email account. This fee includes both a user account in the server and the Exchange (email) account. A user account is required on the server to have the email account.

On this note, staff has been informed of an existing City Council group email account that has already been setup through Birchwood's domain. This account forwards a sender's email to each Council Member's individual email account, whether that account is a City account or personal. This email address is city.council@cityofbirchwood.com. This is not a solution, however, for emailing an individual Council Member, only to the group as a whole.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: City Council Public Hearing Policy

Dear Mayor and Councilmembers,

The purpose of this memo is to serve as an update to Council's December request for City Administrator Lay to work with City Attorney Kantrud to research and report on the public hearing practice used by City Council. During the December Council meeting, members of the Planning Commission raised concerns surrounding the Council's public hearing practice.

Staff regrets to inform the Council and the Commission that this issue is still being researched and an answer is not available that this time. Staff will plan to present an answer to this question at the February Council meeting.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Social Media Profile Updates

Dear Mayor and Councilmembers,

The purpose of this memo is to provide an update to the City's social media presence. During the December Council meeting, Council authorized staff to create a facebook and Twitter profile and a You Tube channel.

Staff has created the following facebook and Twitter profiles and invites all to "like" and/or "follow" for important City updates. Staff has not yet created a You Tube channel and will hold off until a future date for that.

- Facebook profile – @BirchwoodCityHall
- Twitter profile – @CityofBirchwood

In addition to these social media sites, the City will continue to build its email listserv as another communication channel. Residents are encouraged to plug into one or more of these channels and to share the message with other residents.

Thanks,
Tobin Lay

RESOLUTION 2017-05

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

**APPROVING THE EXTENSION OF CYNTHIA GOVAN AS INTERIM CITY
TREASURER.**

At a regular meeting of the City Council of the City of Birchwood Village held on Tuesday, January 10, 2017, at Birchwood City Hall, 207 Birchwood Avenue, Birchwood, Minnesota, with the following members present: Mayor Mary Wingfield, Councilmembers Mark Anderson, Megan Malvey, Randy LaFoy, and Kevin Woolstencroft, and the following absent: none, the Birchwood City Council resolved:

WHEREAS, The City of Birchwood Village will extend Cynthia Govan's position as Interim City Treasurer until either March 14, 2017, or until otherwise filled, whichever comes first; and

WHEREAS, All other terms of this relationship will remain unchanged from those passed under Resolution 2016-21

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Birchwood Village hereby approves the extension of Cynthia Govan's position as City Treasurer, effective January 11, 2017.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 10th day of January, 2017.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Replacement of City Safe

Dear Mayor and Councilmembers,

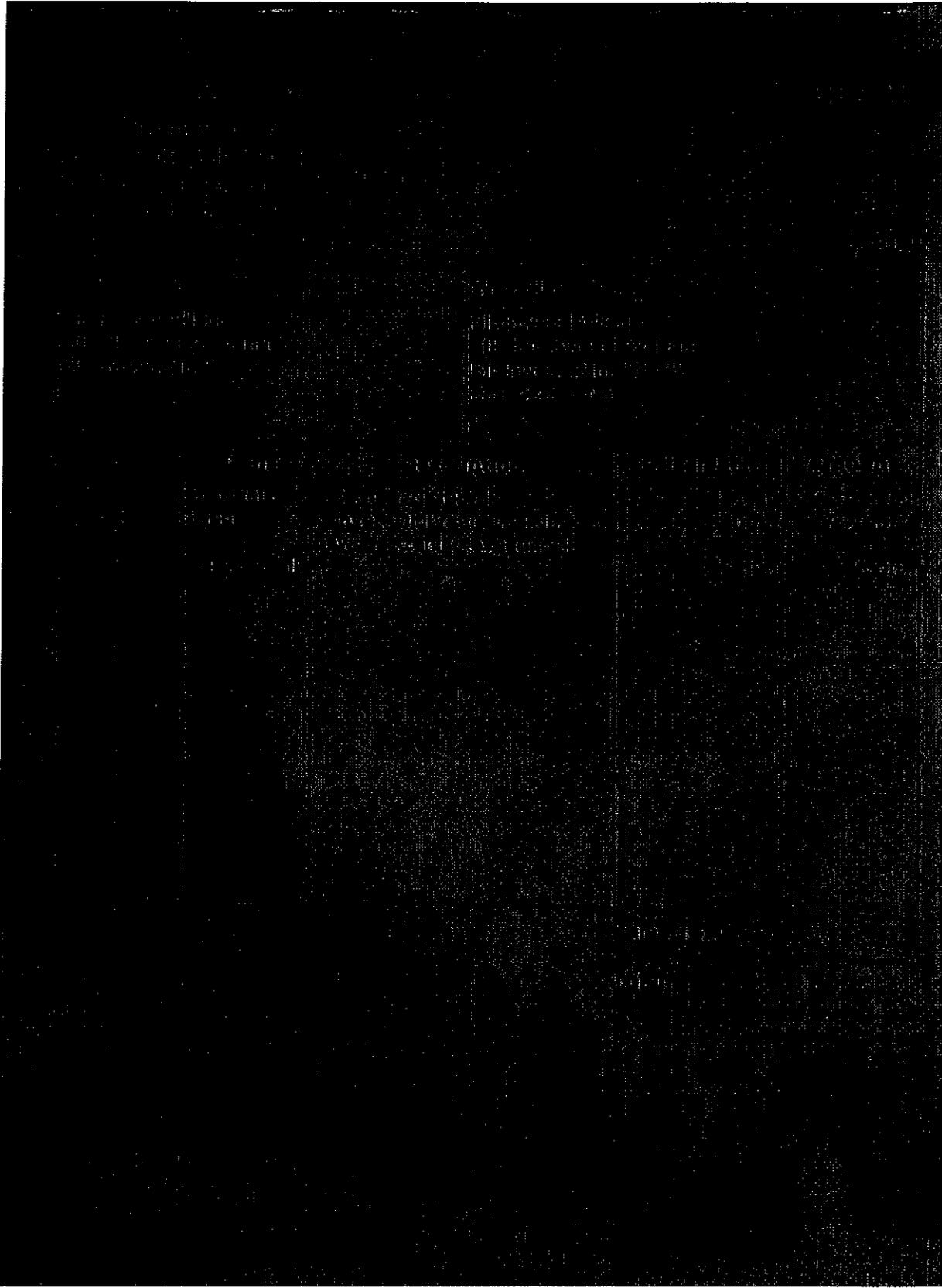
The purpose of this memo is to present quotes to Council related to retrofitting the City safe combination lock. During the December meeting, Council instructed staff to obtain these quotes. Staff has contacted several locksmiths related to this work and has received two (2) quotes (enclosed). Staff requests Council review the enclosed quotes, approve one, and authorize staff to enter into agreement with the selected company accordingly.

Quote Overview

- Jack's Lock & Safe = \$696 (materials and labor – minus tax)*
- Davis Lock and Safe = \$740 (materials and labor – minus tax + \$100 discount for buy back)*

*See enclosed

Thanks,
Tobin Lay





Davis Lock and Safe
2500 Cleveland Avenue North Suite B
Roseville, MN 55113

City of Birchwood Village, MN

Bid to retrofit Diebold skeleton door safe from S&G 6800 series mechanical safe lock to LaGard ComboGard series electronic safe lock. Retrofit plates allow new lock to install in place of old lock without permanent modifications to safe from original condition.

Bid includes:

- Custom lock body retrofit plate.
- Custom lock bolt extension.
- Custom mechanical dial to keypad retrofit plate.
- LaGard ComboGard lock body and Keypad.
- Labor to install.
- Instruction on programming and use.

Total \$740.00 plus any applicable taxes

*Discount of \$100.00 for Davis Lock and Safe keeping old lock body, dial, and ring.

*Discounted Total \$640.00 plus applicable tax.

Thank You,

Tony Davis



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Ice Rink Emergency Repairs

Dear Mayor and Councilmembers,

On December 29, 2016, staff emailed the Council to inform them of an emergency repair that was required at the ice rink. At least three (3) flood lights used to light the rink had burnt out and needed to be replaced right away, for safety reasons. Mr. Scott Howe, the Ice Rink Manager, had priced these repairs between \$500 - \$1,000, for the light bulbs and the boom rental need to replace them.

Due to the urgency of the repairs, the Mayor approved the expenses under the City's Emergency Procedures Policy and staff now requests Council's approval for these repairs. In the email sent by staff to Council, Council Members were asked to voice dissent if in disagreement with the repairs – staff received one assent and no dissents.

Mr. Howe advises upgrading all of the light fixtures to LED later this summer. He was unable to make this switch during these repairs due to time constraints and poor weather conditions. Mr. Howe assures the City that the bulbs purchased for this emergency repair have an aftermarket value and can be sold easily.

Accordingly, staff now requests Council's approval for these emergency repairs.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Birch Easement Rain Garden

Dear Mayor and Councilmembers,

Recently, the Mayor, Mary Sue Simmons, and I met with Bryan Pynn and Tara Kelly from the Washington County Conservation District (WCCD) at the Birch easement to look at the rain garden there. This visit was in response to a resident's complaint about the mishandling of that rain garden. A member of the Rice Creek Watershed District (RCWD) was also invited to this meeting but did not show.

During this meeting, Mr. Pynn and Ms. Kelly found no evidence of mishandling. The City was told that cleaning the ponding areas were acceptable. Staff requested assistance in developing a best practices for maintaining the rain gardens in the future and the WCCD agreed to assist in this. Additionally, Mr. Pynn thought that there might be opportunities for the WCCD and possibly the RCWD to work with the City to make improvements to the Birch easement rain garden.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: Tree Inspection Procedure

Dear Mayor and Councilmembers,

Staff has recently received several complaints related to the City's tree inspection procedure. The Sheriff has also received similar calls and has approached staff to request the City provide additional notice prior to entering resident's properties.

Although the City's tree inspector may have statutory authority to enter private properties, staff believes providing additional notice would be a better practice. The current practice for providing notice has been posting upcoming inspections in the quarterly City newsletter.

Staff requests Council's opinion on what better practices can be employed and authorization to proceed with those practices.

Thanks,
Tobin Lay



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: SL-Serco Contracts – Water Meter Reads and Repairs

Dear Mayor and Councilmembers,

The City has been asked to enter into a formal service agreement with SL-serco. The City has used SL-serco for water meter reads and repairs on a case-by-case basis for several years but for the reasons stated in the enclosed letter, SL-serco requires a formalized agreement before any more meter reads can be performed. SL-serco is also used by the City of St. Anthony Village, who handles Birchwood's utility billing. Please note that the contracted rate represents a 5% increase from the current rate but rates have not been raised in four (4) years.

Staff requests Council review the enclosed letter and contracts from SL-serco and authorize either City Administrator Lay or Mayor Wingfield to endorse accordingly.

Thanks,
Tobin Lay



Birchwood Village and SL-serco Relationship

January 6, 2017

Currently, SL-serco serves the City of Birchwood Village through its formal meter reading services. Quarterly reads are performed by SL-serco's team of practiced Field Crew in a timely and professional manner. The City of Birchwood Village has also voiced their demand for field services as they relate to their water meters.

The City of Birchwood Village has been presented with a new SOW for the year of 2017. The new SOW includes a one-time increase of five percent from the rates established in 2013, with the expectation of a two percent increase annually. The increase in rate is a final crucial step towards SL-serco's strive for formality and unity in our services. The annual increase puts SL-serco back on track with the increasing costs of living, operating, and improving.

Growing demand for field services across the metro area has stimulated SL-serco's administrative staff into formally recognizing the service. Subsequently, standardization of the service has become a reality. A standard minimum of an hourly \$60 fee provides our clients with a comfortable rate that satisfies costs of living, administrative backhaul, and other labor costs as they relate to the Field Crew. SL-serco's Field Crew creates a solution for utilities in need of expert field labor without the commitment of a full time equivalent.

SL-serco looks forward to the continuation of our mutually beneficial partnership with the City of Birchwood Village, and assisting the utility in its mission to provide its best service to the community.

Sincerely,

Dave Allen, CEO

50 Years of Excellence

www.SL-serco.com | 2817 Anthony Lane South #104, St. Anthony, MN 55418 | Direct 612-782-9716
Toll Free 800-388-7173 | Fax 612-782-9782



Statement of Work

Meter Reading 2017

12/9/2016

Presented by:
Dave Allen, CEO
Mobile: 612-618-4747
dave.allen@sl-serco.com

50 Years of Excellence

www.SL-serco.com | 2817 Anthony Lane South #104, St. Anthony, MN 55418 | Direct 612-782-9716
Toll Free 800-388-7173 | Fax 612-782-9782

Executive Summary

Thank you for requesting our services. Clear procedures, shared timelines, and strong communication are highly valued by SL-serco, and essential to ensuring a successful project. This Statement of Work will define the project's scope and each party's responsibilities as they pertain to the services being provided.

Client Name	City of Birchwood Village
Client Contact	Tobin Lay
Project Name	Meter Reading 2017
Engagement Duration	One Year
Begin Date	1/1/2017
End Date	12/31/2017

Work Requirements

SL-serco will dedicate resources for the proposed project upon mutual agreement of terms defined within this Statement of Work.

SL-serco Responsibilities

- Provide on-site meter reading for City of Birchwood Village, which includes:
 - Load and unload routes quarterly and provide route management
 - Read residential, commercial meters and City of Birchwood Village master meter
 - Deliver completed read route files by due date (within 4 business days from read start) to City of Birchwood Village's contracted billing provider
 - SL-serco will perform revisits if unread percentage is over 2% (approximately 7 unread meters). Unreads under 2% will not be revisited. If the contracted billing provider is concerned about any accounts under 2%, the City of Birchwood Village will make the final decision to estimate or engage SL-serco at an hourly rate to revisit the accounts
 - If SL-serco is unable to obtain a read for utility repair reasons, SL-serco will note the issue and alert the contracted billing provider
- Provide one SL-serco-owned handheld and autogun
- Provide read rate results by route and total after reading is complete
- Call or email prior to each reading to review upcoming schedule and address any issues

City of Birchwood Village Responsibilities

- Provide necessary route files to SL-serco prior to read start via the contracted billing provider
- Make executive decisions regarding any revisits for accounts under the 2% threshold
- Tracking and payment of invoices within 30 day terms
- Provide feedback as needed throughout the project as well as at the end

Schedule of Rates

SL-serco will bill City of Birchwood Village at the end of read month.

Item Description	Quantity	Rate
Meter Reading	4	\$325.50 / quarter
Total		\$1,302.00

**Rates adjusted up annually by 2% following 2017.*

Change Management Process

In providing this Statement of Work, responsibilities have been assumed in regard to the scope and requirements of our proposed services; the above pricing is predicated on those assumptions. We do our best to anticipate all potential project requirements. Should any additions or changes be requested that are beyond the Scope and Requirements outlined above, they must be submitted in writing to Dave Allen and a new Statement of Work must be drafted and approved by all parties.

Terms and Conditions

The services outlined above will be provided on a contractual basis for the stated price, following mutual agreement and signing of this Statement of Work. SL-serco will require payment of invoices within 30 day terms. Any services required beyond the scope of this Statement of Work must be negotiated through the Change Management Process.

Acceptance and Authorization

SL-serco is honored to provide you this project quote. Terms and prices are valid for 30 days from this Statement's date of issue. Your signature below will signify your acceptance of these terms and prices, and serve to authorize our engagement on this project.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

_____	Laurie Allen
Full Name	Full Name
_____	CFO
Title	Title
_____	_____
Signature	Signature
_____	12/9/2016
Date	Date

SL-serco Incorporated
General Provisions of Professional Services Agreement

Article 1. General

These General Provisions supplement and become part of the Agreement between SL-serco Incorporated, a Minnesota Corporation, hereinafter referred to as SL-serco, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages SL-serco to provide certain Professional 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) SL-serco's original Engagement Letter or proposal (the "Engagement Letter") which forms that 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 SL-serco'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. Period of Service

- A. Compensation to SL-serco for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to SL-serco within 30 days of date of invoice.
- B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies SL-serco 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 the 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. SL-serco 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, SL-serco may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until SL-serco 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 SL-serco and that SL-serco shall not be responsible for any claims arising from suspension of services hereunder.

Article 4. Extra Work

If SL-serco 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, SL-serco 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 SL-serco. 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 SL-serco. 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 termination or reduction in scope of the project work, SL-serco 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 SL-serco'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, computer software or hardware or other work product prepared by SL-serco pursuant to this Agreement are SL-serco's Instruments of Service and SL-serco 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 SL-serco will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless SL-serco 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 SL-serco.

Files in electronic format furnished to the CLIENT are only for the 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 any 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 the deterioration of the media, obsolescence of the computer hardware and/or software systems or other cases outside of SL-serco's control. Therefore SL-serco makes no representation that such media will be fully usable beyond 30 days from the date of the delivery to CLIENT.

Article 7. Client's Acceptance by Purchase Order

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize SL-serco 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 SL-serco. 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 SL-serco executes the purchase order in acceptance of the work.

Article 8. Non-compete

All parties agree that they shall not, nor shall they assist any other person or other entity whatsoever to, at any time during the term of this Agreement or for a minimum of two (2) years from the date of this Agreement, solicit or endeavor to entice away any employee of the other company. If any parties should violate this Article and an employee is hired away as a result, the aggrieved party would be entitled to payment fee equal to 20% of such employee's annual base salary or equivalence of placement agency fee.

Article 9. Liquidated Damages Exclusion

As the sub-contractor, SL-serco will be excluded from the liquidated damages as outlined in the utility's request for proposal.



Statement of Work

Meter Repair Assistance 2017

12/8/2016

Presented by:
Dave Allen, CEO
Mobile: 612-618-4747
dave.allen@sl-serco.com

Executive Summary

Thank you for requesting our services. Clear procedures, shared timelines, and strong communication are highly valued by SL-serco, and essential to ensuring a successful project. This Statement of Work will define the project's scope and each party's responsibilities as they pertain to the services being provided.

Client Name	City of Birchwood Village
Client Contact	Tobin Lay
Project Name	Meter Repair Assistance
Engagement Duration	One Year
Begin Date	12/12/2016
End Date	12/31/2017

Work Requirements

SL-serco will dedicate resources for the proposed project upon mutual agreement of terms defined within this Statement of Work.

SL-serco Responsibilities

Provide on-site meter repair as requested in Birchwood Village, which includes:

- An on-site visit to each location
- An initial inspection to determine the cause of reading error
- Taking appropriate action to repair meter, which could include:
 - Schedule appointment or door-knock where interior access is needed
 - Meter replacement
 - Touchpad replacement
 - Wiring replacement between meter & touchpad
- Provide data on action taken, including:
 - Date of work
 - Field Tech ID
 - Location detail
 - Meter and Register ID confirmation (or new IDs if replaced)
 - Current reading (as found)
 - Description of action taken to ensure meter is functioning
 - Final read off any meter removed from service

City of Birchwood Village Responsibilities

- Provide meters and meter supplies as needed (includes meters, touchpads, gaskets)
- Provide SL-serco with location addresses and instruction for meter access as available
- Provide current meter data (meter number, register ID, etc.)
- Tracking and payment of invoices within 30 day terms
- Provide feedback as needed throughout the project as well as at the end

Schedule of Rates

SL-serco will bill City of Birchwood Village upon completion of each request.

Item Description	Rate
Meter Repair	\$60.00 / hour

**SL-serco will charge a minimum of one hour per meter account. If more than an hour's time is necessary to complete the repair, SL-serco will charge the additional time in half hour increments.*

***Rate adjusted up annually by 3% following 2017.*

Change Management Process

In providing this Statement of Work, responsibilities have been assumed in regard to the scope and requirements of our proposed services; the above pricing is predicated on those assumptions. We do our best to anticipate all potential project requirements. Should any additions or changes be requested that are beyond the Scope and Requirements outlined above, they must be submitted in writing to Dave Allen and a new Statement of Work must be drafted and approved by all parties.

Terms and Conditions

The services outlined above will be provided on a contractual basis for the stated price, following mutual agreement and signing of this Statement of Work. SL-serco will require payment of invoices within 30 day terms. Any services required beyond the scope of this Statement of Work must be negotiated through the Change Management Process.

Acceptance and Authorization

SL-serco is honored to provide you this project quote. Terms and prices are valid for 30 days from this Statement's date of issue. Your signature below will signify your acceptance of these terms and prices, and serve to authorize our engagement on this project.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

_____	Laurie Allen
Full Name	Full Name
_____	CFO
Title	Title
_____	_____
Signature	Signature
_____	12/8/2016
Date	Date

SL-serco Incorporated

General Provisions of Professional Services Agreement

Article 1. General

These General Provisions supplement and become part of the Agreement between SL-serco Incorporated, a Minnesota Corporation, hereinafter referred to as SL-serco, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages SL-serco to provide certain Professional 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) SL-serco's original Engagement Letter or proposal (the "Engagement Letter") which forms that 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 SL-serco'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. Period of Service

- A. Compensation to SL-serco for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to SL-serco within 30 days of date of invoice.
- B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies SL-serco 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 the 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. SL-serco 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, SL-serco may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until SL-serco 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 SL-serco and that SL-serco shall not be responsible for any claims arising from suspension of services hereunder.

Article 4. Extra Work

If SL-serco 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, SL-serco 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 SL-serco. 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 SL-serco. 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 termination or reduction in scope of the project work, SL-serco 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 SL-serco'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, computer software or hardware or other work product prepared by SL-serco pursuant to this Agreement are SL-serco's Instruments of Service and SL-serco 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 SL-serco will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless SL-serco 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 SL-serco.

Files in electronic format furnished to the CLIENT are only for the 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 any 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 the deterioration of the media, obsolescence of the computer hardware and/or software systems or other cases outside of SL-serco's control. Therefore SL-serco makes no representation that such media will be fully usable beyond 30 days from the date of the delivery to CLIENT.

Article 7. Client's Acceptance by Purchase Order

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize SL-serco 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 SL-serco. 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 SL-serco executes the purchase order in acceptance of the work.

Article 8. Non-compete

All parties agree that they shall not, nor shall they assist any other person or other entity whatsoever to, at any time during the term of this Agreement or for a minimum of two (2) years from the date of this Agreement, solicit or endeavor to entice away any employee of the other company. If any parties should violate this Article and an employee is hired away as a result, the aggrieved party would be entitled to payment fee equal to 20% of such employee's annual base salary or equivalence of placement agency fee.

Article 9. Liquidated Damages Exclusion

As the sub-contractor, SL-serco will be excluded from the liquidated damages as outlined in the utility's request for proposal.



MEMORANDUM

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
DATE: January 10, 2017
SUBJECT: MAMA Membership

Dear Mayor and Councilmembers,

I have recently registered with the Metropolitan Area Management Association (MAMA) in an effort to strengthen the City's relationship with other Metro cities and increase partnership opportunities for the City.

Accordingly, I request Council's approval to pay the fees associated with this membership. The annual membership fee is \$45 and an additional \$20 for each luncheon meeting attended (see enclosed invoice).

Thanks,
Tobin Lay

MAMA

Metropolitan Area Management Association

DESCRIPTION	BILL TO INFORMATION
<p>2017 Membership Dues for the Metropolitan Area Management Association (MAMA). Cost for luncheon meetings is currently \$20/person for members and \$30/person for non-members. Questions: Kimberly - Metro Cities - (651) 215-4000 or Kimberly@MetroCitiesMN.org</p> <p>For: Tobin Lay tobin.lay@cityofbirchwood.com</p>	<p>Tobin Lay Birchwood Village 207 Birchwood Ave Birchwood, MN 55110</p> <p>651-426-3403 tobin.lay@cityofbirchwood.com</p>
INVOICE DATE	INVOICE TOTAL
<p>January 04, 2017</p>	<p>Invoice Amount: \$45.00</p> <p>Paid Amount: _____</p>
DUE DATE	<p>Balance Due: \$45.00</p>
<p>February 03, 2017</p>	

SECOND NOTICE