AGENDA OF THE
REGULAR MEETING OF THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
207 BIRCHWOOD AVENUE
WASHINGTON COUNTY, MINNESOTA
APRIL 12, 2011
7:00 P.M.

CALL TO ORDER – PLEDGE OF ALLEGIANCE

APPROVE AGENDA

CITY BUSINESS – CONSENT CALENDAR

1. **Approval of the Minutes of the March 8, 2011 Regular Meeting (see exhibit)**
2. **Approval of the Minutes of the March 22. 2011 Workshop Meeting (see exhibit)**
3. **Approval of Termination of Recycling Joint Powers Agreement with the City of Mahtomedi (see exhibit)**
4. **Approval of Resolution 2011-08: A resolution Establishing Limited Clean Up and Property Damage Protection for Sewer Back-Ups and Water Main Breaks for Water and Sewer Customers (see exhibit)**
5. **Approval of Resolution 2011-09: A resolution accepting the donation of pizzas and gift certificates valued at $202.50 from area businesses for the Hockey Day Minnesota event on February 12, 2011**
6. **Approval of Resolution 2011-10: A resolution accepting the donation of time and equipment valued at $400.00 from Steve Dean for the Nordling Park Improvement Project**

COMMUNITY EVENTS AND ANNOUNCEMENTS

OPEN PUBLIC FORUM

CITY BUSINESS

7. **7:15 DOCKET 2011-03-01: Resolution 2011-06 and Ordinance 2011-01 Amending Chapter 617, Section 380 (6) [Public Lake Tract Ordinance] of the Birchwood City Code by deleting all references to boat width – PUBLIC HEARING, COUNCIL DISCUSSION AND CONSIDERATION OF APPROVAL (Mitchell - see exhibits)**
   Time Budget: 15 minutes

8. **7:30 Financial Report and Approval of Disbursements (Reiter – see exhibit)**
   a. ***Discussion and Consideration of Placing Approval of the Disbursement List on the Consent Calendar at future meetings (Harper)***
   b. **Review and Consideration of Bids for Computer Installation and Software Transfer (Powers in absentia – see Executive Summary)**
   Time Budget: 15 minutes

9. **7:45 Parks & Natural Resource Committee – 2011 Work Plan, Budget, and Year-To-Date Expenditures: REVIEW AND CONSIDERATION OF APPROVAL (Cynthia Tomlinson – see exhibit)**
   Time Budget: 15 minutes

10. **8:00 DOCKET 2011-04-01: Ordinance 2011-02> Draft Revisions to Section 403 (Tree Diseases) of the Birchwood City Code to include Emerald Ash Borer and Two-Line Chestnut Borer – REVIEW DRAFT AND CONSIDER SCHEDULING A PUBLIC HEARING (Mitchell – see exhibit)**
    Time Budget: 15 minutes

11. 8:15 DOCKET 2011-01-04> Personnel Committee By-Laws: Council Review and Consideration of Approval (Mitchell – see exhibit)
Time Budget: 5 minutes

12. 8:20 Awarding the Contract for the 2011 Catch Basin Improvement Project (Elfering – see exhibit)
Time Budget: 30 minutes

13. 8:50 DOCKET 2011-04-02: Ordinance 2011-03> Draft Revisions to Section 201 (City Water System) of the Birchwood City Code: REVIEW DRAFT AND CONSIDER SCHEDULING A PUBLIC HEARING (Harper – see exhibit)
Time Budget: 10 minutes

14. 9:00 DOCKET 2011-04-03: Ordinance 2011-04> Draft Revisions to Section 202 (City Plumbing and Sewage System) of the Birchwood City Code: REVIEW DRAFT AND CONSIDER SCHEDULING A PUBLIC HEARING (Harper – see exhibit)
Time Budget: 10 minutes

15. 9:10 Approval of Contracting with the White Bear Lake Police Department for Animal Control (see exhibit)
Time Budget: 10 minutes

16. 9:20 City Engineer's Report (Elfering – see exhibit)
Time Budget: 10 minutes

17. 9:30 Next Meeting – April 26, 2011 – Workshop Topics
    a. Review of City Hall Inspection Report (WBL CBO Ben Eggan)
    b. Street Signs and Parking Signs (Sampair)
    c. Other
Time Budget: 15 minutes

18. 9:45 ADJOURN

CITY OF BIRCHWOOD VILLAGE
207 Birchwood Avenue
Birchwood Village, MN 55110
651-426-3403 tel
651-426-7747 fax
birchwoodvillage@comcast.net

EXECUTIVE SUMMARY – APRIL 12, 2011 CITY COUNCIL MEETING

NOTE: This executive summary is provided to give a broader detail on the various agenda items. This summary is to be used as an adjunct to the agenda packet, and should not be considered a substitute for reading the agenda packet.

CONSENT AGENDA: There are six items on the consent agenda. Two of the items are approval of minutes from the 2 March meetings.

The rest of the items are as follows:

TERMINATION OF RECYCLING JOINT POWERS AGREEMENT WITH THE CITY OF MAHTOMEDI: Previous to the City's current recycling arrangement with Waste Management, the City was part of a multi-city recycling group through the City of Mahtomedi. Mahtomedi City Administrator Scott Neilson approached me at the Washington County Administrators Meeting in January about whether the City received the termination agreement that needed to be approved by the City of Birchwood Village in order for the City of Mahtomedi to close the JPA out. It came to my attention that the City received the document in December, but it was addressed to the former Mayor. Having opened the mailing in March, this is the first regular Council meeting where this matter could be addressed. Since this is a routine matter, staff decided to place it on the consent agenda.

RESOLUTION 2011-08: In response to the 2 recent water main breaks, I contacted Bearence Management Group and the League of Minnesota Cities Insurance Trust (LCMIT) to see whether the City's insurance coverage would reimburse the City for any expenses resulting from these two incidents. While the City (unfortunately) could not be reimbursed, the LCMIT informed the City that the "no fault" coverage the City has for damage to customer structures in response to a sewer backup also covers in the case of water main breaks, with certain limitations. The extension to cover water main breaks came into effect in 2009 and the City's current coverage already includes water main breaks, so there is no additional premium required by the City. LCMIT did recommend that the City adopt the enclosed Resolution and submit a copy of it to them for their records. It is a "boilerplate" resolution, but it should still be valid for the City's purposes.

RESOLUTION 2011-09 and RESOLUTIUON 2011-10: State statute requires the City to accept donations of tangibles and intangibles by resolution. Resolution 2011-09 formally accepts the donations made by area businesses in conjunction with Hockey Day Minnesota, and Resolution 2011-10 formally accepts the offered donation of time and equipment by Steve Dean for the Nordling Park Improvement Project.

CITY BUSINESS:

DOCKET 2011-03-01: RESOLUTION 2011-06 AND ORDINANCE 2011-01 AMENDING CHAPTER 617, SECTION 380 (6) [PUBLIC LAKE TRACT ORDINANCE] OF THE BIRCHWOOD CITY CODE BY DELETING ALL REFERENECES TO BOAT WIDTH: PUBLIC HEARING, DISCUSSION, AND CONSIDERATION OF APPROVAL: During the February presentation of

the dock application by the Birchwood Dock Association, testimony revealed that several residents that would have applied for a boat slip permit declined to do so because of the provision in the Public Lake Tract Ordinance mandating a maximum boat width of 7 feet. The Council expressed its desire to eliminate that restriction in the Ordinance, stating that the width of the boat slip itself regulates boat width and thus the City need not also regulate it. Draft versions of the ordinance amendment and resolution were reviewed by the Council at its March 8, 2011 regular meeting, and a public hearing on the amendment was scheduled for tonight (April 12). Although technically the amendment is not a regulation pertaining to land use, the provisions of Section 7.02 (c) of the recently-adopted Rules of Procedure call for a public hearing on any ordinance amendment. After the public hearing, the Council has the right (per the provisions of Section 8.03 (g) to keep the record open for additional written comments or other materials. If the Council chooses to close the record at this meeting, it will discuss among themselves whether to adopt the ordinance amendment. If so adopted, the ordinance amendment shall take effect immediately, and the amendment will be published in the White Bear Press.

QUESTION: Should the City Council vote to amend Chapter 617, Section 380 (6) of the Birchwood City Code by deleting all references to a maximum boat width?

FINANCIAL REPORT AND APPROVAL OF DISBURSEMENTS: City Treasurer Cindie Reiter prepares a financial report that summarizes the financial transactions made since the last Council meeting. As well, she prepares the listing of revenues and expenditures for your review and approval. No expenditure of public money can be made without the approval of the City Council; however, payments made on a regular recurring basis or required by statute to be paid by the City are routinely paid between meetings. These obligations generally include taxes, PERA, utilities, payroll, and expense reimbursement, *and are indicated as such on the Disbursements List.* Other requests for payment are considered to be discretionary and will not be paid until the Council approves the expenditure. **If there are any questions about a particular expenditure, please contact Cindie before the meeting for an explanation.**

Discussion and consideration of placing approval of the disbursement list on the consent calendar: The vast majority of cities utilize a policy whereby approval of the disbursement list is placed on the consent calendar. If there are any particular items on the list that a Council Member would like to pull off of consent for discussion, he/she has the right to do so. Council Member Harper requested that the Council discuss this matter and vote on whether to make this change.

QUESTION: Should the City Council vote to move Approval of Disbursements to the Consent Calendar?

Review and Consideration of Bids for Computer Installation and Software Transfer: At the March 8, 2011 Council Meeting, the Council authorized the expenditure of $1,803.00 for the purchase of 2 desktop computers and networking hardware for the Clerk's Office, to replace the computers currently in use. The motion also directed City staff to secure cost estimates for installation and data/software migration from the old computers to the new computers.

The City received three estimates - - from Compar, the vendor where the desktop computers were purchased; Connor IT Solutions; and PC Medic. Cindie is familiar with Connor and I am familiar with PC Medic. Staff attempted to present to the Council as close to an "apples to apples" comparison as possible.

Staff pressed for hard labor estimates from Compar and Connor so as to establish a "not to exceed" dollar figure for labor. As a result, Compar and Connor IT Solutions each authorized 12 hours as a basis for establishing a "not to exceed" labor rate. **Staff misread the labor hours for PC Medic as 12 hours when it should have read 10 hours. Consequently, I am adding 2 hours to PC Medic (with its permission) labor hours.**

Here is the "apples to apples" labor comparison of each vendor:

PC Medic: $672.00 Connor IT Solutions: $1200.00 Compar: $1260.00

Other factors for the Council to consider:

Connor IT Solutions is located in Forest Lake, which means if the City has subsequent computer servicing needs, Connor is close by. Compar is located in Minnetonka and PC Medic is located in Monticello.

Compar is the vendor from which the City is purchasing the hardware. One could surmise that Compar is more familiar with its equipment than the other two vendors and can install the equipment more efficiently than the other two vendors.

PC Medic offers the lowest labor rate because it is a newer company. The City Clerk is familiar with the work of PC Medic and can attest to the firm's professionalism. However, the Council may prefer to use a vendor with an established track record.

QUESTION: Which firm should be awarded the contract for installation of the City's new computers and data migration from the old computers to the new computers?

PARKS & NATURAL RESOURCE COMMITTEE – 2011 WORK PLAN AND BUDGET: REVIEW AND CONSIDERATION OF APPROVAL: The City Council conducted a workshop on this matter at its March 22, 2011 meeting, and heard from the Committee on their plans for Nordling Park improvements, as well as other work priorities of the Committee. Since workshop meetings are specifically designed for the receipt of information and not designed for action items, the Council could not take formal action on the 2011 work plan and budget at that meeting.

QUESTION: Should the City Council approve the submitted Parks & Natural Resource Committee's Work Plan and budget?

DOCKET 2011-04-01: ORDINANCE 2011-02> DRAFT REVISION TO SECTION 403 (TREE DISEASES) OF THE BIRCHWOOD CITY CODE TO INCLUDE EMERALD ASH BORER AND TWO-LINE CHESTNUT BORER – REVIEW DRAFT AND CONSIDER SCHEDULING A PUBLIC HEARING: Parks Committee Chair John Lund brought to the City's attention that the Tree Disease ordinance does not address the more recent issues surrounding infestation of the City's forest network by Emerald Ash Borer and Two-Line Chestnut Borer. Mayor Mitchell presents the enclosed draft revisions for Council review and consideration of whether a public hearing should be scheduled on this matter.

QUESTIONS: Should Section 403 of the Birchwood City Code be amended as presented in the submitted exhibit? Should the City Council schedule a public hearing to elicit public testimony on the draft changes? When should the City Council schedule a public hearing?

DOCKET 2011-01-04: PERSONNEL COMMITTEE BY-LAWS – COUNCIL REVIEW AND CONSIDERATION OF APPROVAL: At the December 14, 2010 Council Meeting, the Council created a two member Personnel Committee. At the January 11, 2011 Council Meeting, the Council named Mayor Alan Mitchell and Council Member (and Acting Mayor) Jane Harper as the Personnel Committee. Mayor Mitchell developed a draft set of by-laws to regulate the activity of this Committee. The Council is seeing the draft for the first time, and the Mayor wanted to give the Council an opportunity to review and comment on the draft.

QUESTION: Should the City Council approve the draft by-laws of the Personnel Committee?

AWARDING THE CONTRACT FOR THE 2011 CATCH BASIN IMPROVEMENT PROJECT: At the February 8, 2011 Council meeting, City Engineer Kristie Elfering on the status of a proposal for the installation of three catch basins that received 50% funding by the Rice Creek Watershed District in 2009. These catch basins are designed to remove

some of the suspended solids in the stormwater before the water enters White Bear Lake. A previous City Council hesitated about going through with the project, based on a concern about whether pollutants could be removed with these catch basins. After hearing from Elfering, and reading the reports submitted by Thatcher Engineering and Houston Engineering, the Council authorized Elfering to prepare construction bid specifications and to receive the bids. The motion further was for Elfering to present the bids at the March 22, 2011 Council meeting. However, Acting Mayor Harper requested that no action items be placed on the agenda for the March 22nd meeting, as it was devoted to two workshop meetings. Staff consulted with Elfering on whether the bid acceptance could be delayed until the April 12, 2011 meeting, and Elfering responded that it could. Elfering submitted exhibits for your review which include bid tabulation and a recommendation on which firm should be awarded the contract. Elfering recommends awarding the contract to New Look Contracting as the lowest responsible bidder.

QUESTION: Should the City Council award the contract for the 2011 Catch Basin Improvement Project to New Look Contracting as recommended by the City Engineer?

DOCKET 2011-04-02: ORDINANCE 2011-03> DRAFT REVISIONS TO SECTION 201 (CITY WATER SYSTEM) OF THE BIRCHWOOD CITY CODE: REVIEW DRAFT AND CONSIDER SCHEDULING A PUBLIC HEARING: The Finance Committee has been reviewing the city fees as part of its overall review of municipal finances. Council Member Jane Harper, chair of the committee, submitted the enclosed exhibit for Council consideration of proposed changes to Section 201. The proposed changes are clearly noted on the exhibit.

QUESTIONS: Should Section 201 of the Birchwood City Code be amended as presented in the submitted exhibit? Should the City Council schedule a public hearing to elicit public testimony on the draft changes? When should the City Council schedule a public hearing?

DOCKET 2011-04-03: ORDINANCE 2011-04> DRAFT REVISIONS TO SECTION 202 (CITY PLUMBING AND SEWAGE SYSTEM) OF THE BIRCHWOOD CITY CODE: REVIEW DRAFT AND CONSIDER SCHEDULING A PUBLIC HEARING: The Finance Committee has been reviewing the city fees as part of its overall review of municipal finances. Council Member Jane Harper, chair of the committee, submitted the enclosed exhibit for Council consideration of proposed changes to Section 202. The proposed changes are clearly noted on the exhibit.

QUESTIONS: Should Section 202 of the Birchwood City Code be amended as presented in the submitted exhibit? Should the City Council schedule a public hearing to elicit public testimony on the draft changes? When should the City Council schedule a public hearing?

APPROVAL OF CONTRACTING WITH THE WHITE BEAR LAKE POLICE DEPARTMENT FOR ANIMAL CONTROL: At the January 11, 2011 Council meeting, staff informed the Council that the vendor it had used in 2010 for animal control services declined to offer a contract for the same service in 2011. Staff contacted the White Bear Lake Police Department to ascertain interest in performing animal control services for the City. Captain John Swenson informed me that WBL had gone through a similar situation last year, and decided to bring animal control "in house". At the March 22, 2011 workshop meeting, Captain Swenson shared with the Council an idea to fold animal control in with the other array of police services already provided by WBL, with a proposed additional annual cost of 857.00. This necessitates amending the contract the City has with WBL Police. A copy of the amended contract is included in the agenda packet as an exhibit.

QUESTION: Should the City Council contract with the White Bear Lake Police Department for animal control services?

CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
March 8, 2011

MINUTES

MEMBERS PRESENT: Mayor Alan Mitchell; Council Members Barb Carson, Jane Harper, Mark Peterson, and Tony Sampair (@ 7:05pm)

STAFF PRESENT: City Engineer Kristie Elfering and City Clerk Dale Powers

OTHERS PRESENT: Mike Evangelist, Jim Greeley, John Lund, Gerald Moore, and Mary Sue Simmons

Mitchell called the regular meeting to order @ 7:00pm, and the Pledge of Allegiance was recited.

AGENDA APPROVAL: ***Peterson/Harper 4-0 (Sampair absent) to approve the agenda for the February 22, 2011 Regular Meeting.***

CONSENT AGENDA: ***Harper/Peterson 4-0 (Sampair absent) to approve the following consent agenda items:***

DRAFT

****Minutes of the February 8, 2011 Regular Meeting***
****Minutes of the February 22, 2011 Workshop & Regular Meeting***
****Resolution 2011-07: Authorizing the reimbursement of a previously abated amount of an unpaid utility bill, certified to Washington County erroneously as delinquent and paid to the City by Washington County, with City funds.***

RESOLUTION 2011- 07
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

A RESOLUTION AUTHORIZING THE REIMBURSEMENT OF A PREVIOUSLY ABATED AMOUNT OF AN UNPAID UTILITY BILL, CERTIFIED TO WASHINGTON COUNTY ERRONEOUSLY AS DELINQUENT AND PAID TO THE CITY BY WASHINGTON COUNTY, WITH CITY FUNDS

WHEREAS, the City Council has recognized that certain delinquent utility bills were certified twice to Washington County as delinquent; and

WHEREAS, when these situations are identified to the City, the City Council by resolution abates the erroneous amount of the delinquent utility bill and forwards said resolution to Washington County; and

WHEREAS, the City Council adopted Resolution 2011-02 authorizing certain abatements and forwarded said resolution to Washington County; and

WHEREAS, Washington County indicated to the City that the request for abatement for one of the properties indicated in Resolution 2011-02 has been denied due to the fact that the County has already paid the City the amount of the requested abatement; and

WHEREAS, it is now the City's responsibility to reimburse the impacted property owner.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that the following dollar amount, representing the erroneous amount of the certified delinquent utility bills and previously authorized for abatement by Resolution 2011-02, be hereby reimbursed to the following property owner, identified herein by PID number, by City bank draft:

PID 30.030.21.42.0057 (297 Jay Street): $1,008.49

I certify that the City of Birchwood Village adopted the above Resolution on this 8th day of March, 2011.

_____
Alan Mitchell, Mayor

ATTEST:

_____
Dale Powers
City Clerk

DRAFT

COMMUNITY EVENTS AND ANNOUNCEMENTS: **Mitchell** noted that next Sunday is when Daylight Savings Time starts, and reminded residents to turn their clocks ahead one hour; and also that Arbor Day is April 29 and watch for announcements about events in the City in conjunction with Arbor Day.

Sampair arrived at the meeting.

In addition, **Mitchell** mentioned that the Birchwood Dock Association will be meeting on Saturday, April 2nd at 9:30 at City Hall; advised City residents that the reason the water and sewer bills seem to be low is that the sewer rate is for only 2 months, not 3 and that the water charge calculation has been changed to a flat charge plus consumption.

Peterson shared with the Council his favorable impression with the Newly Elected Official workshop held by the League of Minnesota Cities, and thought it was very helpful.

OPEN PUBLIC FORUM: No comments were made by the public.

APPROVAL OF DISBURSEMENTS: The Council reviewed the list of disbursements as prepared by the City Treasurer.

Harper/Peterson unanimous to approve the disbursements as presented on the disbursement register dated March 8, 2011 which includes checks and electronic payments.

REQUEST BY THE PARKS COMMITTEE FOR REIMBURSEMENT OF $75.29 TO THE MOUNDS VIEW SCHOOL DISTRICT FOR PROVIDING REFRESHMENTS FOR HOCKEY DAY MINNESOTA: **Lund** discussed with the Council the nature of this expense, and stated that usually this is reimbursed by the Community Club, but that is not the case this year.

Carson/Sampair unanimous to reimburse Deb Harrod in the amount of $75.29 as indicated on the attached invoice.

REQUEST FOR THE DISBURSEMENT OF $1,803.00 OF PREVIOUSLY BUDGETED FUNDS FOR THE PURCHASE OF 2 DESKTOP COMPUTERS AND NETWORKING HARDWARE: **Powers** shared with the Council the nature of this request by stating that the computer of the City Treasurer is over 10 years old, and the computer of the City Clerk is a laptop with a desktop monitor. Further, the computers are not networked.

Peterson/Harper unanimous to approve the expenditure of $1,803.00 for the purchase of two computers and associated hardware from Compar, and to direct the Clerk to investigate installation and software costs and report back to the Council.

RULES OF PROCEDURE – PUBLIC COMMENT: **Simmons** mentioned that she like the draft Rules of Procedure, but noted a lack of a "reporting back" mechanism for, say, the White Bear Lake Conservation District.

DRAFT

There were no other comments from the public.

RULES OF PROCEDURE – COUNCIL DISCUSSION AND ACTION: Discussion was held amongst Council members on the draft.

Mitchell/Carson unanimous to approve the draft Rules of Procedure with the following edits: striking the last sentence of Section 5.04 (d); and the change the reference to "this chapter" in Section 5.05 to "these procedures".

BOAT SLIP LOTTERY: **Powers** conducted a lottery to determine the ranking of 22 applicants for the Boat Slip List, and noted that there are currently 13 names on the list. Consequently, the 22 applicants will be ranked from 14-35 on the list, and **Powers** noted that the Birchwood Dock Association applied for 19 boat slips and 1 shore slip for the 2011 boating season.

DOCKET 2011-03-01: Draft Resolution 2011-06/Ordinance 2011-01 Amending Chapter 617 of the Birchwood City Code by deleting all references to boat width: The Council reviewed the draft resolution and ordinance, prepared by Mayor Mitchell, on removing the reference to boat width in the Public Lake Tract Ordinance.

Sampair/Peterson unanimous to approve the language of the draft resolution and ordinance as to form only, and to schedule a public hearing on this matter for the April 12, 2011 Regular Meeting.

DOCKET 2011-03-02: USGS LAKE LEVEL STUDY – FUNDING: The Council discussed participating in the funding of the USGS lake level study of White Bear Lake, and reviewed the submitted exhibit which goes over the nature of the study.

Mitchell/Sampair unanimous to pay a proportionate share towards the funding of the USGS lake level study, but not to exceed $4,000.00 in 2011.

DNR OUTDOOR RECREATION GRANT PROGRAM – REQUEST AUTHORITY TO APPLY FOR THE GRANT: **Lund** addressed the Council on this program, which he said would be a goof vehicle to obtain funding for the proposed warming house improvements. Discussion revealed that the Council generally is supportive of this request, but given the short time line for applications for this year's round of funding, as well as wanting to present a more comprehensive proposal to DNR, **Lund** and the Council agreed to wait until 2012 to apply for this grant.

REVIEW OF STREET SWEEPING BIDS: The Council reviewed the one bid for street sweeping services for the City, submitted by KEJ Enterprises. **Harper** questioned why the contract calls for no more than two additional sweeps, and why invoices are to be paid within 20 days when state statute allows for 35 days.

Mitchell/Sampair unanimous to approve the bid submitted by KEJ Enterprises for street sweeping services, as amended to incorporate Council Member Harper's recommendations, at $1,850.00 per sweep -- one in spring and one in fall , $75.00 per hour for other sweeps, and reimbursement if gas goes over $4.00 per gallon, and to direct the City Clerk to send out the contract for Ken Johnson's signature.

DRAFT

PETTY CASH FUND: The Council reviewed the draft Petty Cash Fund prepared by Mayor Mitchell. Discussion was centered on restricting who can perform unannounced audits of the Petty Cash Fund to the Mayor or Deputy Mayor.

Carson/Peterson unanimous to approve the draft Petty Cash Fund as amended to change "Any City Council member" to "The Mayor" on the 2nd line of "OVERSIGHT" and "The Council" to "The Mayor" on the 3rd line of "OVERSIGHT".

CITY CLERK'S REPORT: **Powers'** report centered on his unavailability due to attendance at the MCFOA and APA conferences.

Harper asked Powers to give a report to the Council on the progress of the 2010 audit. Powers shared with the Council his impression on the matter.

Harper/Sampair unanimous to amend the agenda to add an additional item relating to additional hours for the City Treasurer to respond to document requests by HLB Tautges Redpath to complete the 2010 audit.

Harper/Carson unanimous to authorize up to an additional 20 hours of work for the City Treasurer to assist in the document preparation for the 2010 audit as requested by HLB Tautges Redpath.

CITY ENGINEER'S REPORT: **Elfering** mentioned that the bid opening for the catch basin project will be March 17, and that the issue that generated the letter from the resident at 161 Wildwood Avenue should be alleviated by this project.

NEXT MEETING – MARCH 22 – WORKSHOP TOPICS: **Mitchell** shared with the public and Council that the 2 workshop topics for March 22 are police & fire, and review of the 2011 Parks Committee work plan and proposed expenditures.

ADJOURN: ***Harper/Carson unanimous to adjourn @ 9:20 pm.***

_____

Mayor Alan Mitchell

ATTEST:

_____

Dale Powers
City Clerk

DRAFT

CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
March 22, 2011

MINUTES

MEMBERS PRESENT: Mayor Alan Mitchell; Council Members Barb Carson (@ 7:15pm), Jane Harper, Mark Peterson, and Tony Sampair (@ 7:14pm)

STAFF PRESENT: WBL Police Chief Lynne Banks, City Engineer Kristie Elfering, WBL Police Officer Rob Flick, City Clerk Dale Powers, WBL Police Captain John Swenson, and WBL Fire Chief Tim Vadnais

OTHERS PRESENT: Debbie Harrod, John Lund, Kathy Malles, Gene Ruehle, David Magler, Erica Peterson, Gene Ruehle, and Cynthia Tomlinson

Mitchell called the regular meeting to order @ 7:00pm, and the Pledge of Allegiance was recited.

WORKSHOP: POLICE AND FIRE SERVICE: The Council heard from **Vadnais** about the service provided Birchwood residents from the White Bear Lake Fire Department, and from **Banks** and **Swenson** about the service provided Birchwood residents from the White Bear Lake Police Department.

WORKSHOP: PARKS AND NATURAL RESOURCE COMMITTEE - - 2011 WORK PLAN AND PROPOSED BUDGET : The Council heard from **Lund, Harrod, Malles, E. Peterson, and Ruehle** about the Parks & Natural Resource Committee's proposed 2011 work plan and budget.

ADJOURN: ***Sampair/Peterson unanimous to adjourn @ 9:25pm.***

DRAFT

_____
Mayor Alan Mitchell

ATTEST:

_____
Dale Powers
City Clerk

(3)

November 15, 2010

Mayor Mary Wingfield
City of Birchwood Village
207 Birchwood Avenue
Saint Paul, MN 55110-1610

RE: Recycling Joint Powers Termination Agreement

Dear Mayor Wingfield:

This letter is to follow-up to a letter I sent out earlier this spring proposing the execution of a Termination Agreement relative to the Joint Powers Agreement for Recycling ("JPA") that the cities of Birchwood Village, Dellwood, Willernie, and Mahtomedi (collectively the "Cities") created in 2000. I have attached a copy of that letter for your reference.

In that letter, the City of Mahtomedi proposed to prepare a Termination Agreement for the JPA because the Cities now each separately contract with Waste Management for recycling services within their respective borders. I received no objection to the proposal to terminate the JPA.

Based on those circumstances, Mahtomedi has prepared the enclosed Termination Agreement and asks that it be presented to each of your respective City Councils for consideration and approval by December 31, 2010.

In the meantime should you have any questions or concerns regarding this matter, please do not hesitate to give me a call.

Sincerely,

Scott Neilson
City Administrator

600 Stillwater Road • Mahtomedi, MN 55115
Phone: 651-426-3344 • Fax: 651-426-1786
http://www.ci.mahtomedi.mn.us

TERMINATION AGREEMENT

This Termination Agreement (the "Agreement") Agreement, is entered into by and between the cities of Birchwood Village, Mahtomedi, Dellwood and Willernie, hereinafter collectively referred to as "the Cities".

RECITALS

WHEREAS, the Cities entered into a Joint Powers Agreement in May 2000 (the "JPA"), a copy of which is attached as Exhibit A, for the establishment and operation of a joint program of voluntary recycling within each community; and

WHEREAS, at the time they entered into the JPA, the Cities determined that it was to their mutual advantage to form a single joint powers entity under Minnesota Statutes Section 471.59, to govern and operate within the Cities a program for recycling newspaper, metal, glass and other recyclable materials; and

WHEREAS, the Cities now each independently contract with recycling contractors and there is no longer a necessity for the JPA and the Cities desire to terminate the JPA;

NOW, THEREFORE, the Cities agree as follows:

[redacted]

contractors to perform recycling services within the Cities; and

WHEREAS, one City would be designated as the lead City

a. The Board shall oversee matters relating to administration of the recycling contract. The Board's authority to oversee administration of the contract shall include reviewing proposals received pursuant to the request for proposals and recommending a contractor based upon the proposals received to the participating Cities.

b. The governing body of each participating City shall appoint a person who is an elected official of the participating City to serve as a commissioner. Appointment shall be for a one year period unless the respective governing body makes the appointment for a lesser period and in any event, board members shall serve until their successors are appointed and qualified. Vacancies shall be filled for the unexpired term by the appropriate governing body.

c. A board member shall serve without compensation by the board. Reimbursement of expenses for each board member shall be governed by state statutes and the charter, ordinances and policies of the participating Cities.

d. The Board shall choose one of its members as a chairperson and one of its members as secretary/treasurer. The chairperson shall preside at all meetings of the Board. The secretary/treasurer shall keep a complete record of each meeting and of all proceedings and business of the Board and shall keep an accurate accounting of all receipts and disbursements of the Board.

e. The Board shall meet at such times and places as it shall deem appropriate, but at least once every twelve months. All meetings shall be open to the public with such notice to the residents of the Cities of said meetings as the Board shall deem appropriate.

f. All actions of the Board shall require a simple majority of the board members present and voting. Each commissioner shall have one vote. A majority of the board members shall constitute a quorum.

g. The Board may appoint additional citizens to serve in an advisory capacity.

2. The City of Birchwood Village is designated the lead City.

3. The project shall be funded by each City paying to the lead City its percentage of the recycling contract expense, all liabilities, costs or damages incurred by the Board or the Cities in contracting and operating the recycling program, including, by not being limited to, attorney fees incurred by the Cities in establishing the Board and entering into contracts for the recycling services, as well as the lead City's reasonable and verifiable administration expenses. These expenses will be divided equally among the participating Cities.

4. It is anticipated that grant money is available to aid in the establishment and operation of the recycling program by the Cities. At such time as such grant money is available, or paid to the Cities, it will be delivered to the lead City to fund the program. At such time as the funds in the program are reduced to what the lead City estimates to be a two-month expense

reserve, the lead City will commence billing the Cities for the percentage as set forth above. Such billings will be paid by each City to the lead City before the last day of the month in which the billing is received.

a. Before January 31, of each year, after 1989, the lead City will furnish each City with an accurate accounting of all monies received, spent, and on hand for the recycling program since the inception of the program, or the last accounting.

b. The lead City will keep accurate books of account which will be opened for inspection at all reasonable times by the participating Cities, the Joint Powers Recycling Board, and their appointed attorneys, agents, or representatives.

5. This agreement shall remain in effect until terminated by the parties. Any City may elect to terminate this agreement by providing notice in writing directed to the City Clerk of the remaining Cities, sixty days prior to the expiration of each recycling contract.

6. Upon the termination of this agreement, any assets remaining after the payment of outstanding obligations shall be distributed to the participating Cities in proportion to their monetary contributions calculated over the life of the agreement, provided that any funds of property received other than from a City that is a party to this agreement and which was not calculated according to the percentages of households within the City, shall be treated as if each City contributed equally in providing such funds of property and distributed equally to each City.

7. This agreement may be extended, renewed, terminated, or amended by agreement of all of the participating Cities.

8. The effective date of this agreement shall be the date upon which the last of the three participating Cities has caused this agreement to be executed pursuant to an authorizing resolution of its governing body.

CITY OF DELLWOOD Dated: 5-19-00

By Ron Hance

Its Mayor

CITY OF MAHTOMEDI Dated: 4-24-00

By John Smith

Its Mayor

CITY OF BIRCHWOOD VILLAGE Dated: 5/9/00

By D.J. Erikson

Its Mayor

CITY OF WILLERNIE Dated: 5/17/00

By Claudette Munson

Its Mayor

c:/my docs/recycling/joint powers agreement.doc

LEAGUE OF MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

(4)

3/21/11

To: Bearence Management Group LLC

From: Mike Wozniak, LMCIT Underwriting Manager

Re: No Fault Sewer Back Up Coverage

Member:	City of Birchwood Village
Coverage Period:	06/12/10 to 06/12/11
CMC Number:	CMC 32095

Beginning with renewals on or after November 15, 2009, the No Fault Sewer Back Up coverage was expanded to include damage from a water main break up to $250,000 per occurrence. Due to this expansion in coverage, a new resolution should be passed.

Attached is:

- A model resolution that can be used for this change.
- A copy of the memo discussing the 2009-2010 coverage changes.

Please send, fax or e-mail a copy of the completed resolution to Pat Mingee. (Fax: 651-281-1298/Phone: 651-215-4081/E-mail: pmingee@lmc.org)

Cc: City of Birchwood Village

LEAGUE OF MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

Date: Nov. 23, 2009
To: Members of LMCIT's Property/Casualty and Workers' Compensation programs
From: Pete Tritz, LMCIT Administrator
Ann Gergen, LMCIT Associate Administrator
RE: **2009-10 Coverage Changes**

The LMCIT Board has approved a number of changes in LMCIT's liability, property, workers' compensation, and other coverages for the 2009-2010 underwriting year. Most of these changes will be effective for property/casualty coverage written or renewed on or after November 15, 2009 and for workers' compensation coverage on or after January 1, 2010. However, as noted below, there are a couple instances in which the changes don't take effect until a later date.

Property coverage changes

Golf course sprinklers

Cities have the option to cover several different kinds of property in the open, including golf course property. A golf course must be listed on the schedule of "property in the open" in order for property such as greens, tees, fairways, etc. to be covered. For 2009-10 the definition of "golf course property" has been clarified to include underground irrigation equipment.

Green building certification costs

The LMCIT property coverage currently pays for the cost to rebuild a Leadership in Energy and Environmental Design (LEED) certified building as it was if it were damaged or destroyed. The property coverage has been modified to provide an additional limit of one percent of the loss cost or $100,000, whichever is less, for the additional costs to maintain LEED or comparable "green construction" certification after the building is re-constructed and the additional costs to recycle construction debris. These provisions also apply to the Machinery Breakdown coverage.

Crime coverage

All cities automatically receive $250,000 of coverage for crime losses, as part of the property coverage. The LMCIT crime coverage has been expanded to reimburse the city for reasonable audit and accounting costs the city incurs to identify the existence and amount of a claim. Reimbursement for audit and accounting costs is limited to an amount equal to 25% of the actual covered loss. This expense reimbursement is in addition to the crime coverage limit. Similar provisions were added to the LMCIT bond coverage in 2006.

Property damage caused by terrorism

The LMCIT property coverage currently has a $5 million annual aggregate limit on coverage for damage to city property caused by terrorism. For the coming year, there are some major changes in how LMCIT will cover damage caused by terrorism:

1. *The $5 million annual aggregate limit is eliminated. Instead, coverage for terrorism damage will be subject to a $50 million per occurrence limit which is shared among all LMCIT members.* If the total damage for all member cities from a single occurrence were to exceed $50 million, each city's individual loss payment from LMCIT would be reduced proportionally. In addition to the $50 million shared limit, there will also be a $1 million annual aggregate limit on the individual city's coverage for terrorism damages arising from, or fire damage following, a release of pollutants, asbestos, or chemical or biological emissions. The aggregate limit also applies to cyber-terrorism, threat or hoax, expediting expense or fire damages following a nuclear event.

   In the vast majority of circumstances, this change will give the member city much better protection for damage caused by terrorism than the current coverage does. However, if there were to be a very large loss event in which multiple cities were affected, it is conceivable that an individual city's recovery could be less than what the city would receive under the current coverage.

2. *Coverage for property damage caused by terrorism will automatically terminate if there's a terrorism event that results in more than $15 million of damage to member cities' property.* However, the LMCIT Board could reinstate coverage if the Board determines there isn't a significant ongoing terrorism risk to LMCIT members. For perspective, a $15 million loss would be the largest loss LMCIT has ever experienced. To a large extent, the decision on whether or not to continue providing terrorism coverage after a very large loss event would depend on whether or not that loss appeared to be part of a larger ongoing pattern of terrorism activity.

The goal of these changes it to give member cities better protection for damage to city property caused by terrorism, while at the same time limiting LMCIT's risk to an amount that's financially manageable.

Liability coverage changes

Open Meeting Law (OML) Defense Coverage

Open meeting law defense coverage will now be a standard coverage for all LMCIT property/casualty program members, rather than an extra-cost option.

Any elected or appointed official or employee of the city is covered under the OML defense coverage. This doesn't include officials or employees of a utilities commission, port authority, HRA, EDA, redevelopment authority, municipal power or gas agency, hospital or nursing home board, airport commission, or joint powers board unless that board is specifically named in the Declarations.

The standard OML defense coverage will reimburse a city official for 100% of the defense cost incurred by the city official in defending an OML lawsuit. The OML Defense Costs Reimbursement Agreement is limited to $50,000. This is the most LMCIT will reimburse any one city official for defense costs for OML suits begun during the coverage term, regardless of the number of suits or the number of actual alleged violations.

Definition of "your work"

The liability coverage document uses the term "your work" in two coverage exclusions. The definition of "your work" has been narrowed to apply only to any claims arising for the cost to repair or redo mistakes or problems arising from improvements, alterations or other work the city performs on the property of others.

Aggregate limit - products / completed operations

The liability coverage has a $2 million annual aggregate limit on coverage for the "products/completed operations hazard". The coverage language has been revised so the aggregate limit now applies only to claims arising from the city's "product", not the city's "work". The aggregate limit does not apply to work the city may perform on such products.

Wage reimbursement

The "supplementary payments" section of the liability coverage has been increased to a $200 per day limit on the amount LMCIT will reimburse a city officer or employee for lost earnings if s/he is required to miss work in order to testify.

Railroad operations

An exclusion has been added to the liability coverage for bodily injury, property damage, and personal injury claims arising from the city's ownership, construction, operation, or maintenance of any railroad tracks or railroad rolling stock.

No-fault sewer backup coverage.

LMCIT offers property/casualty members the option to purchase "no-fault" sewer backup coverage, which reimburses a property owner for clean-up costs and damages caused by a sewer backup, irrespective of whether the city was negligent or legally liable for those damages. This optional coverage has been expanded to also apply to damage from a water main break, up to $250,000 per occurrence.

Workers' Compensation Coverage Changes

Volunteer accident coverage

LMCIT's optional volunteer accident coverage provides no-fault type benefits to city volunteers who are injured while performing volunteer services for the city. The coverage document has been amended to provide automatic coverage for city volunteers working on construction and demolition projects.

Retro rating

Cities with standard premiums of $25,000 or more have the option to participate in a retro rating plan. Under this type of plan, the city's final premium cost reflects its own actual loss experience for the year. The city pays an initial deposit premium and adjustments for each retro year continue until all claims are closed.

There are two important changes in how cities' retro plans from prior years will be handled (additional materials were sent to those LMCIT members using this type of plan):

1. *All retro plans will be automatically closed out after 16 years at no additional charge to the city unless the city specifically opts to keep that year open.* After a retro year is closed out, no further premium adjustments will be made after that time, regardless of any subsequent changes or developments in the cost of claims from that year.

2. *The schedule of charges to close out a retro year early will be changed, effective January 1, 2011.* After five years, the city has the option to close-out a retro rated year so that no further adjustments are made on the city's premium for that year. There is an additional charge if the city wishes to close out a retro year sooner than sixteen years. The new schedule of close-out charges, which takes effect January 1, 2011, is shown below.

Policy Maturity (in Years)	Retro Close-out Charges (Starting 2011)
5	29%
6	27%
7	25%
8	22%
9	20%
10	17%
11	14%
12	10%
13	9%
14	7%
15	5%
16	0

Other coverage changes

City staff expenses

The coverage language has been changed to clarify that LMCIT will reimburse the city for city staff time spent in connection with a claim, but only if it's work LMCIT has requested the city to perform. The revised coverage language also clarifies that LMCIT will not reimburse the city for city staff time or other expenses the city incurs to assemble information and documentation to support the city's claim.

Collections offset.

The collections policy the LMCIT Board approved last March provides that if there are outstanding and overdue amounts which the city owes to LMCIT, LMCIT may offset those amounts against any amounts LMCIT owes to the city. Consistent with this policy, the coverage documents are modified to specify that LMCIT may offset any overdue amounts which the city owes to LMCIT against any payments LMCIT owes to the city on any first-party property claims. The collection policy also provides for similar offsets against any other amounts owed to the city, such as dividends, audit refunds, etc.

Incentive Programs

Future Changes in Coverage for Sanitary Sewer Backups

Beginning November 15, 2010, a mandatory minimum deductible will apply to all liability claims for sanitary sewer backups unless the city meets specified standards for its sewer operations. Please review the enclosed materials regarding these changes.

Resolution # 2011-08

RESOLUTION ESTABLISHING LIMITED CLEAN UP AND PROPERTY DAMAGE PROTECTION FOR SEWER BACK-UPS AND WATER MAIN BREAKS FOR WATER AND SEWER CUSTOMERS

WHEREAS, the Governmental Unit provides water and sanitary sewer services to property within its jurisdiction; and

WHEREAS, water main breaks may cause water to enter into property causing damage; and

WHEREAS, blockages or other conditions in the Governmental Unit's sanitary sewer lines may cause the back-up of sewage into properties that are connected to those Governmental Unit's sanitary lines; and

WHEREAS, water main breaks and sewer back-ups pose a public health and safety concern; and

WHEREAS, it is often difficult to determine the exact cause and responsibility for water main breaks and sanitary sewer back-ups, and

WHEREAS, the governing body of the Governmental Unit desires to encourage the expeditious clean-up of properties that have encountered damage from water main breaks and sewer back-ups; and

WHERAS, the governing body of the Governmental Unit desires to minimize the potential of expensive lawsuits arising out of water main breaks and sanitary sewer back-up claims; and

WHEREAS, the Governmental Unit is a member of the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, LMCIT has offered the Governmental Unit limited "no fault" sewer coverage and water main break coverage that will reimburse users of the water and sewer system for certain clean-up costs and property damage regardless of whether the Governmental Unit is at fault.

NOW THEREFORE, BE IT RESOLVED, as follows:

The Governmental Unit, as part of the contract for providing water and sewer services to the customers of the Governmental Unit, and in consideration of the payment of water and sewer bills, agrees to reimburse water and sanitary sewer customers for up to $10,000 of clean-up costs and property damages caused by a water main break or sanitary sewer back-up, regardless of whether the Governmental Unit is negligent or otherwise legally liable for damages, subject to the following conditions:

I. Sanitary Sewer Back-Ups. For Sanitary sewer back-ups:

A. The back-up must have resulted from a condition in the Governmental Unit's sanitary sewer system or lines, and not from a condition in a private line.
B. The back-up must not have been caused by catastrophic weather or other events for which Federal Emergency Management Assistance is available.
C. The back-up must not have been caused by an interruption in electric power to the Governmental Unit's sewer system or to any Governmental Unit lift station, which continues for more than 72 hours.
D. The back-up must not have been caused by rainfall or precipitation that would constitute a 100-year storm as determined by the National Weather Service.
E. Neither the Governmental Unit nor LMCIT will reimburse any costs which have been or are eligible to be covered under a property owner's own homeowners' or other property insurance, or which would be eligible to be reimbursed under a National Flood Insurance Protection (NFIP) policy, whether or not the property owner actually has NFIP Coverage.
F. The maximum amount that the Governmental Unit or LMCIT will reimburse is $ per building, per year. In this regard, a structure or group of structures served by a single connection to the Governmental Unit's sewer system is considered a single building.

II. Water Main Breaks. For water main breaks:

A. LMCIT will pay for claims presented by the Governmental Unit for water main break damage to property of others which was not caused by the Governmental Unit's negligence.
B. Neither the Governmental Unit nor LMCIT will pay for damages or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.
C. The maximum amount that the Governmental Unit or LMCIT will reimburse is $ to any claimant, regardless of the number of occurrences or the number of properties affected.
D. Neither the Governmental Unit nor LMCIT will pay more than $250,000 for water main break damages resulting from any single occurrence. All water main break damage which occurs during any period of 72 consecutive hours is deemed to result from a single occurrence. If the total water main break damage for all claimants in a single occurrence exceeds $250,000, the reimbursement to each claimant will be calculated as follows:
    1. A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual damages or $.
    2. The sum of the preliminary reimbursement figures for all claimants will be calculated.
    3. Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing $250,000 by the sum of all claimants' preliminary reimbursement figures.

IN WITNESS WHEREOF, the Governmental Unit, by action of its governing body, caused this Resolution to be approved on _____, 20___.

_____
Governmental Unit

By: _____

Its _____

And: _____

Its _____

RESOLUTION 2011-09

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

A RESOLUTION ACCEPTING THE DONATION OF PIZZAS AND GIFT CERTIFICATES VALUED AT $202.50 FROM AREA BUSINESSES FOR THE HOCKEY DAY MINNESOTA EVENT ON FEBRUARY 12, 2011

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that it accepts the following donations from area businesses for the Hockey Day Minnesota event held on February 12, 2011:

10 pizzas from Domino's Pizza valued at $120.00
12 Dairy Queen gift certificates valued at $45.00
10 Donatelli's gift certificates valued at $37.50

I certify that the City of Birchwood Village adopted the above Resolution on this 12th day of April, 2011.

_____
Alan Mitchell, Mayor

ATTEST:

_____
Dale Richard Powers, MA, AICP
City Clerk

RESOLUTION 2011-10

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA

A RESOLUTION ACCEPTING THE DONATION OF TIME AND EQUIPMENT VALUED AT $400.00 FROM STEVE DEAN FOR THE NORDLING PARK IMPROVEMENT PROJECT

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that it accepts the donation of time and equipment valued at $400.00 from Steve Dean for the Nordling Park Improvement Project.

I certify that the City of Birchwood Village adopted the above Resolution on this 12th day of April, 2011.

_____
Alan Mitchell, Mayor

ATTEST:

_____
Dale Richard Powers, MA, AICP
City Clerk

CITY OF BIRCHWOOD VILLAGE
COUNTY OF WASHINGTON
STATE OF MINNESOTA
ORDINANCE 2011-01

AN ORDINANCE AMENDING SECTION 617.380(6) OF ORDINANCE CHAPTER 61 [PUBLIC LAKE TRACT ORDINANCE] TO DELETE REFERENCES TO MAXIMUM BOAT WIDTH AS FOLLOWS:

Formatted: Justified, Right: -0.5"

617.380 **Docks, Boat Slips, and Boats.**

(6) Boats installed on any Public Lake Tract shall not exceed twenty-two (22) feet in length on Birch Beach and shall not exceed nineteen (19) feet in length on all other Public Lake Tracts.

Deleted: and seven (7) feet in width

Deleted: and seven (7) feet in width

State of Minnesota
County of Washington
City of Birchwood Village
Resolution No. 2011-06

A Resolution Approving Ordinance 2011-01 Amending Section 617.380 (6) to Delete References to Boat Width

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

WHEREAS, the City has adopted Ordinance No. 2010-02, deleting Code Sections 607.300 to 607.380 and adding Chapter 617: Public Lake Tracts, to the City Code, and

WHEREAS, Section 617.380 (6) of Chapter 617, which references dimensions of boats to be installed on any Public Lake Tract, mandates a maximum width of seven (7) for said boats; and

WHEREAS, several boat owners have advised the Council that boats 18 feet and longer are usually wider than seven feet wide; and,

WHEREAS, boats 18 to 22 feet can still fit on a ten foot wide boat lift, which is the typical size for a boat lift for recreational boats, and

WHEREAS, the City Council held a public hearing on April 12, 2011 to elicit comment on the proposed ordinance amendment; and

WHEREAS, the City Council desires to amend Section 617.380 (6) of the Public Lake Tract Ordinance to delete all references to boat width.

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

1. That Section 617.380 (6) of the Public Lake Tract Ordinance be amended to read as follows:

   Boats installed on any Public Lake Tract shall not exceed twenty-two (22) feet in length on Birch Beach and shall not exceed nineteen (19) feet in length on all other Public Lake Tracts.

2. The effective date of the Ordinance amendment shall be upon its adoption by the Birchwood City Council and publication as required by law.

Adopted by the City Council on this _____ day of _____, 2011 by the following vote:

Approved:

_____
Alan Mitchell, Mayor

Deleted: a lengthy

Deleted: containing approximately 18 pages;

Deleted: testimony at the February 22, 2011 regular Council Meeting revealed issues in the utility of the boat slip by the majority of the public if said maximum width was enforced; and

Deleted: WHEREAS, the City Council desi.. amend Section 617.380 (6) of the Public Lake Tract Ordinance to delete all references to boat width; and ¶ ¶

Deleted: WHEREAS, the City Council desires to amend Chapter 617 in the manner prescribed above.

Attest:

_____

Dale Powers, City Clerk

INSERT FINANCIAL REPORT AND DISBURSEMENT LIST HERE

(8b)

PC Medic LLC
306 East Third Street
Monticello, MN 55362

Voice: 763-202-8400
Fax:

QUOTATION

Quote Number: 103
Quote Date: Mar 29, 2011
Page: 1

Quoted To:

City of Birchwood Village
207 Birchwood Avenue
Birchwood Village, MN 55110

Customer ID	Good Thru	Payment Terms	Sales Rep
03242011001	4/28/11	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
1.00		APC BE450G 450 VA 257 Watts 8 Outlets UPS	57.99	57.99
2.00		Backup of both computers before data migration included free.		
	Guarantee	90 Day Guarantee on Labor. Hardware covered by the manufacturers' warranties.		
~~10.00~~ 12.00	Labor Hours	Setup of (2) Desktops,Mice,Keyboards,Monitors,Network Adapters, (1) Router. Network (2) computers. Migrate data and software from (2) old computers to (2) new.. ... Install all additional software and hardware listed on quote.	80.00	~~800.00~~ 960.00
		New Customer Discount 30% Off Labor		-288.00 ~~-240.00~~

Subtotal	617.99
Sales Tax	42.49
TOTAL	**660.48**

SmartZone Communications Center

bwclerk@comcast.ne

± Font size -

RE: Quote #21950

From : Rick Brestrup <rickb@comparinc.com> Thu Mar 31 2011 3:04:06 PM

Subject : RE: Quote #21950

To : bwclerk@comcast.net

I spoke to my tech and he does not believe it will take 12 hours so yes it's fair to say we will not exceed the $1,260.00 fee. We will only charge the city the time it takes so if it's 8 hours that is all we will charge.

Richard Brestrup
Compar, Inc.
Direct: 952-945-2282
Mobile: 612-839-9093
Fax: 952-945-2286

Tawnya Bonsante
952-945-2274
tawnyab@comparinc.com

From: bwclerk@comcast.net [mailto:bwclerk@comcast.net]
Sent: Thursday, March 31, 2011 1:24 PM
To: Rick Brestrup
Subject: Re: Quote #21950

In reviewing Quote # 21950, I noted with interest the line at the bottom of the first page of the quote. It states "....Labor time to back up currrent PCs is NOT included in the 3 hour original estimate." You do not indicate proposed labor time for the back up function. Further, you have stated that "too many variables are included in email to give an accurate answer".

I am attempting to give the City Council a level of cost certainty on this project. I have one vendor that has delivered cost certainty with 12 total labor hours. From what I am able to ascertain from Quote # 21950, it appears that you are quoting 3 hours @ $135.00 per hour, with extra hours billed at $95.00/hour.

I am considering using your stated labor rates as indicated in your quote and using the first 3 hours at $135.00/hour and 9 hours @ $95.00 an hour stating that the "will not exceed" amount for labor is $1,260.00. Would you consider that a fair portrayal?

CITY OF BIRCHWOOD VILLAGE

Dale Richard Powers, MA, AICP
City Clerk
207 Birchwood Avenue
Birchwood Village, MN 55110
651-426-3403 tel
651-426-7747 fax
320-493-8930 cell

----- Original Message -----
From: "Rick Brestrup" <rickb@comparinc.com>
To: bwclerk@comcast.net
Cc: rickb@comparinc.com
Sent: Wednesday, March 30, 2011 1:21:03 PM
Subject: Quote #21950

Thank you for the opportunity to provide a quote for your technology needs. The quote you requested may be viewed by opening the attachment.

Compar, Inc.
10301 Yellow Circle Drive
Minnetonka, Minnesota 55343-9101
United States
http://www.comparinc.com

COMPAR

Quote

Date
Mar 18, 2011 10:23 AM CDT

Doc #
21950 - rev 1 of 1

Description
HP Desktops

SalesRep
Brestrup, Rick (P) 952-945-2282

Customer Contact
Powers, Dale

bwclerk@comcast.net

Customer
City of Birchwood Village (CO0790)
207 Birchwood Avenue
Birchwood Village, Minnesota 55110

Bill To
City of Birchwood Village
Powers, Dale
207 Birchwood Avenue
Birchwood Village, Minnesota 55110
(P) 651-426-3403

Ship To
City of Birchwood Village
Powers, Dale
207 Birchwood Avenue
Birchwood Village, Minnesota 55110
(P) 651-426-3403

Customer PO: None	**Terms:** Unknown	**Ship Via:** UPS Ground
Special Instructions: None		**Carrier Account #:** None

Item	Description	Part #	Qty	Tax	Unit Price	Total
1	HP Elite 8000 Operating System Windows 7 Professional 32 bit Windows 7 Professional 32 bit Processor Intel Core i5 650 processor 3.2GHz OR Intel Core2Duo processor 3.16GHz (E8500) - one offering only Intel Core2Duo processor 3.16GHz (E8500) V-pro activated Specify Yes or No Yes RAM - capacity, type and open slots 4 GB memory DDR3, two open slots 4GB DDR3, two open slots RAM - speed Specify memory speed 1333MHz Hard Drive - capacity, type and rpms 160 GB SATA hard drive 7200 rpm 250GB SATA 7200rpm Sound Integrated sound Integrated sound Network Integrated Gigabit ethernet (Specify make, model) Integrated Gigabit ethernet (Intel 82567LM) Optical Drive CD-RW/DVD-ROM combo DVD-RW/CD-RW Case Specify primary case type (desktop, SFF, etc.) SFF PCI slots One open PCI slot One open PCI slot PCI X-16 slots One open PCI Express x-16 slot One open PCI Express x-16 slot Diskette drive (3.5 inch) Specify included or not included Not included (not available) Video - type Integrated video Integrated video (Intel GMA 4500) Keyboard Standard 104-key keyboard PS/2 Keyboard Mouse Optical mouse PS/2 Mouse Parallel port Specify included or not included Included Serial port Specify included or not included Included P/S 2 keyboard port Specify included or not included Included P/S 2 mouse port Specify included or not included Included USB port(s) Six USB 2.0 ports Ten USB 2.0 ports eSATA port Specify included or not included Included Bluetooth Specify included or not included Not included (not available) Warranty Three year next working day on site warranty Three year next working day on site warranty VPAT registration filed Specify Yes or No Yes Hyperlink to VPAT registration Provide web address of VPAT information (if available) http://vausnzpro.austin.hp.com/508Accessibility/vpat_DetailedReport_hp.aspx?Detail=Detail&requiredPartNumber=1239&Displayvpat_id=5390&strDate=12/11/2009&strFamDescription=HP%20Compaq%208000%20Elite%20SFF%20PC%20(Win7%2032-bit) Energy-Star Energy Star compliant per v5.0 Energy Star 5.0 Category B EPEAT EPEAT gold level EPEAT Gold	COMHPDT-1010	2	Yes	$612.00	$1,224.00
2	Belkin Components - SURF N300 11N WIRELESS ROUTER See link for full description. http://www.belkin.com/IWCatProductPage.process?Product_Id=522108	F7D6301	1	Yes	$41.35	$41.35
3	Cables to Go Patch cable - RJ-45 (M) - RJ-45 (M) - 10 ft - UTP - (CAT 5e) - molded, stranded, snagless - blue **Note:** Would not be needed if Item #4 is used.	22824	2	Yes	$5.88	$11.76
4	Belkin Surf & Share Wireless USB Adapter Network adapter - Hi-Speed USB - 802.11b, 802.11g, 802.11n **Note:** Would not be needed if Ethernet cables (item #3) are used.	F7D2101	2	Yes	$43.69	$87.38
5	HP Compaq LA1905wg LCD display - TFT - 19" - widescreen - 1440 x 900 / 60 Hz - 250 cd/m2 - 1000:1 - 3000:1 (dynamic) - 5 ms - 0.2835 mm - DVI-D, VGA, DisplayPort - black, brushed aluminum - Smart Buy	NM360A8#ABA	2	Yes	$164.00	$328.00
6	Professional Sercices Installaion time for 2 PCs Estimated time to install 2Pcs 3 hours, not including time needed to do additional services on email dated March 28. To complete the tasks outlined in email, time would have to be added at $95.00 per hour. To many variables are included in email to give an accurate answer.		1	Yes	$405.00	$405.00
7	APC Back-UPS ES 450 UPS - AC 120 V - 257 Watt - 450 VA - USB - 8 output connector(s) This is the answer to question #2. See link for complete description and specs. http://www.apc.com/products/resource/include/techspec_index.cfm?base_sku=BE450G&tab=features&total_watts=200	BE450G	2	Yes	$51.88	$103.76

Thanks for your attention to the details and not simply dismissing me.

Best Regards!

Joe
ps If the city would like references from me, I will gladly provide them names and contact info.

From: bwclerk@comcast.net [mailto:bwclerk@comcast.net]
Sent: Thursday, March 31, 2011 1:39 PM
To: Joe Connor
Subject: Labor estimate

Joe, I am trying to establish some level of cost certainty into each of the three bids. One of the vendors has given me that by using 12 hours of labor. Also, your quote is the only one with a minimum labor rate. Finally, your quote is the only one with a 15% "overage" factor.

I have the following questions:

1. Can it be assumed that the maximum number of billable labor hours for your estimate is 6 x 1.15, or 6.9 hours?
2. The disclaimer is a bit ambiguous. I am taking it that the 15% overage "does not include time waiting on client to locate missing software, keys, licenses or Connor IT Solutions having to source them at the time of installation, or additional services provided outside of this quote". Is that correct?
3. In order to establish a "stop loss" "maximum labor charge", would you object if I quoted 12 hours of labor for you as a maximum labor rate you would charge the City?

Please advise. Thanks!

CITY OF BIRCHWOOD VILLAGE

Dale Richard Powers, MA, AICP
City Clerk
207 Birchwood Avenue
Birchwood Village, MN 55110
651-426-3403 tel
651-426-7747 fax
320-493-8930 cell

Quote for services for **Birchwood Village** provided by **Connor I.T. Solutions, Inc. March 28, 2011**

Prices good for 30 days from date of quote.

Set up 2 new computers and lcd monitors. Remove any trial software pre-installed on new computers.

Migrate files from old computers. (***If client wants*** *data migrated via external hard drive from old hard drive, for extra archival purposes,* ***allow additional $125 for external hard drive**** *and allow additional labor time of up to 2 hours as this process is the most time consuming method of migration, as the data is being copied twice; from old pc to external hard drive and from external hard drive to new computer).*

Install client provided software (CTAS, Microsoft Office, ***Comcast provided antivirus/malware/spyware software*** and any other Windows 7 compatible software that client has appropriate installation media and licenses for.)

Install printer drivers and test printer.

Setup e-mail.

Configure network shares.

Recycle/dispose of old hardware (At client's request the old hard drive's can either be wiped clean and then destroyed or client can retain them for archival/backup sake).

Based upon prior experience a typical migration and install takes 4 hours per computer. (As the desks are in close proximity it will be easier to multitask and migrate the files simultaneously and am bidding with that in mind).

Total Quote 6 hours labor @ $100hr for a total of $600.00(with a $400 minimum).**
Labor guaranteed for a week after installation. Connor I.T. Solutions, Inc. is not responsible for mis or non-communicated information, user/client unfamiliarity with Windows 7, Office 2007 or any other newly installed software, problems caused by user/client provided software, user actions, viruses/spyware/malware or hardware malfunctions/failure.

Additional equipment as requested or needed:
Network patch cables - $5.00 each
External hard drive to store migrated files on to keep for archival purposes - $125.00 (plus extra time if results in going over quoted amount)
Battery backup - $60 and up each, please inquire if interested.

Please direct any questions or comments to:
Connor I.T. Solutions, Inc.
651 755 4790
joe@tctechs4hire.com

**All quotes are bid with the understanding of allowing for an overage of %15 for unforeseen circumstances outside of the control of Connor I.T. Solutions, Inc. This does not include time spent waiting on client to locate missing software, keys, licenses or Connor I.T. Solutions, Inc. having to source them at the time of installation, or additional services provided outside of this quote.

9

	A	B	C	D	E	F
1	**2011 Budget Proposals for Birchwood Parks and Natural Resources**					
2	**Item**	**Original Proposed amount**	**Actual Approved through March 8**	**Remain**	**Proposed 2011**	**Note**
3						
4	Porta Potty Tighe Schmitz	1900	205.96	1694.04	1240	Replace standard size with handicap accessable
5	Porta Potty Bloomquist	600		600	600	Summer months only
6	Turn Drinking Fountains On/Off (Spring/Fall)	360		360	360	Hugo Plumbing (Turn on in Spring/Off in Fall)
7	Flag (replace every 2 yrs)	100		100	100	If none donated, $100 for purchase. Then new one in 2011
8	Materials & Supplies	100		100	1469	Includes paint, hardware, posts, timbers, gravel, landscape supplies, tools, equip. rental, etc.
9	Repair Labor - Handyman 10 Hours @ $50	500		500		
10	Teen/Young adult maintenance 50 hours @ $12	600		600	600	
11	Tree Maintenance / Inspection (New in 2010)	3000		3000	3000	STEVE DEAN ESTIMATE $2600 addl for unforeseen
12	Fireworks contribution	200		200		Based on past contribution
13	**Ice Rinks**			0		
14	Portable Warming house	890	801.09	88.91	890	Dec- Feb
15	Electrical Hook Warming House	553		553	553	
16	Electrical Charges		683.8	-683.8		$500 was budgeted at one point
17	Salaries for Student Workers * (New for 2010)			0		
18	Level 1 144 hours @ $10 per hour $1440			0		
19	Level 2 456 hours at $8 per hour $3648			0		
20	Student Worker Salaries			0		
21	Payroll		3994.25			
22	Fed Tax		11.58			
23	State Tax		7.83			
24	Medicare Employer		54.89			
25	Medicare Employee		7.83			
26	Social Security		180.27			
27		5088	4256.65	831.35	5088	
28	**Ongoing Recreational Equipment Maintenance**			0		
29	Soccer nets	0		0	0	Replaced 2010
30	Volleyaball Court (equip and sand)	0		0	0	
31	Baseball Diamond	0		0	0	
32	Basketball nets	0		0		
33	Sand/Pea Gravel for Play Equipment	0		0	0	
34	Hockey Goals	600	557.03	42.97	600	
35	Tennis Court Nets			0		None required in 2011
36				0		
37	**Emerald Ash**	2000		2000	2000	

	A	B	C	D	E	F
38	**Nordling Park Project**	1500		1500	1500	
39	**TOTAL**	17991	10761.18	7229.82	18000	
40						
41	**Deferred Maintainence Items for repair**					
42	1. Two new canoe racks	1300		1300	1300	Estimate $1000 materials $300 Labor
43	1. Repair existing canoe racks				200	
44	2.Picnic tables/benches (repair/replace as needed)	2000		2000	2000	
45	3.Replace Swings and Chains Tighe Schmitz	361		361	361	Per actual quote for swings and covered chains
46	4.Curt Feistner Step repair and drainage	2600		2600	2600	$1200 Materials $1400 Labor estimate
47	5.Signage Repairs and Improvements	3000		3000	3000	
48	6.Add'l trees at Tighe Schmitz to prevent vndals	0		0	250	On original budget, but $250 not included in total
49					9461	
50	Dog waste bag dispenser				72	Submitted to City staff
51	Gluten application to Tighe Schmitz path				150	
52						
53	**Potential Improvements**					
54	Warming House Replacement			0		See attached information
55	Building	8253		8253		
56	Concrete(materials and labor)	7060		7060		
57	Electric	4000		4000		
58	Rubber floor 592 SF	1161		1161		
59	Benches inside 32 LF and outside 28LF	500		500		see 2010
60	Paint	600		600		
61	Gutters and downspout 60LF @ 12.43 per LF	746		746		
62	Permit	500		500		
63	Removal of old building	1000		1000		
64	Windows	2000		2000		
65	Bars for windows	1000		1000		
66	Labor if not volunteer	9945		9945	36765	
67					36765	

(10)

CITY OF BIRCHWOOD VILLAGE
COUNTY OF WASHINGTON
STATE OF MINNESOTA
ORDINANCE 2011-02

AN ORDINANCE AMENDING CHAPTER 403 (TREE DISEASES) TO INCLUDE PROVISIONS REGARDING THE EMERALD ASH BORER AND THE TWO-LINED CHESTNUT BORER.

403.010. DECLARATION OF POLICY. The Council has determined that the health of the elm, oak, and ash trees within the municipal limits are threatened by fatal diseases known as Dutch elm disease, and oak wilt, and from the emerald ash borer and the two-lined chestnut borer. It has further been determined that the loss of elm, oak, and ash trees growing upon private and public property would substantially depreciate the value of property within the City and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the Council to control and prevent the spread of these diseases and these pests, and this article is enacted for that purpose.

403.020. CONTROL AREA DESIGNATED. For the purposes of this ordinance, the control area consists of the entire City of Birchwood Village.

403.030. APPOINTMENT OF A TREE INSPECTOR. The Council shall at least annually designate a tree inspector or tree inspectors, certified by the Minnesota Commissioner of Agriculture, who shall have the responsibilities set forth in this ordinance to administer the Dutch elm disease and oak wilt control programs and to control the infestation of the emerald ash borer and the two-lined chestnut borer within the City. in

403.040. NUISANCES DECLARED. The following are declared to be public nuisances whenever and wherever they may be found within the City.

1. Elms. Any standing or living elm tree, (including but not limited to American elm, red elm, rock elm, Siberian elm, and Chinese elm), or part thereof, determined by the City tree inspector to be infected to any degree with the Dutch elm disease fungus, Ceratocystis ulmi (Busiman) Moreau.

Any bark intact dead or dying elm tree, or part thereof, or any elm wood including branches (greater than 2" in diameter at the largest end), logs, stumps, or firewood with bark intact that poses a threat, (as determined by the City tree inspector), of harboring or acting as a breeding site for the beetles, Scolytus multistriatus (Eichh) or Hylurgopinus rufipes (Marsch).

2. Oaks. Any bark intact living or standing tree or part thereof, in the red oak group (including, but not limited to, red oak, pin oak, northern pin oak, scarlet oak

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and black oak) infected to any degree, (as determined by the City tree inspector), with the oak wilt fungus Ceratocystis fagacearum (Bretz) Hunt, and has been determined (by the City tree inspector) to pose a threat of overland transmission of the fungus to other oak trees. This may also include any bark intact dead or dying red oak group oak tree, or part thereof, that has died of oak wilt, (as determined by the City tree inspector), including branches (greater than 2" in diameter at the largest end), logs, stumps, or firewood that is determined by the City tree inspector to pose a threat of overland transmission of the oak wilt fungus to other oak trees.

Any bark intact living or standing tree, or part therof, in the red oak group described above that is infected to any degree with the two-lined chestnut borer (Agrilus bilineatus) that has been determined by the City tree inspector to pose a threat of overland transmission of the borer. This may also include any bark intact dead or dying red oak group oak tree, or part thereof, that has died from invasion of the two-lined chestnut borer as determined by the tree inspector.

3. Ash. The provisions of paragraph 2 and 3 above shall also apply whenever the tree inspector shall find a living or standing ash tree or bark intact or dying ash tree, or part thereof, that has been infested with the emerald ash borer (Argilus planipennis or Agrilus marcopol).

403.050. ABATEMENT. It is unlawful for any person to permit a public nuisance as defined in 403.040 to remain on any premises owned or controlled by that person within the designated control areas of the City. Such nuisances may be abated in the manner prescribed by this chapter.

403.060. INSPECTION AND INVESTIGATION.

1. Annual Inspection.

a. Dutch Elm disease: The tree inspector shall inspect all premises and places within the designated Dutch elm disease control area of the City at least once during the growing season, by August 1st, to determine whether any condition described in 403.040 (1) exists.

b. Elm wood: The tree inspector shall inspect all premises and places within the designated Dutch elm disease control area of the City by August 1st, of each year for elm wood or logs/stumps that meet any of the conditions described in 403.040 (1) and require by August 1st, removal or debarking of all wood logs, and stumps to be retained.

c. Oaks. The tree inspector shall inspect all premises and places within the designated control area of the City as many times as practical or necessary to determine whether any condition described in 403.040 (2) exists.

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d. Ash Trees. The tree inspector shall inspect all premises and places within the City of Birchwood as many times as practical or necessary to determine whether any condition described in 403.040(3) exists.

2. Entry on Private Premises: The tree inspector so designated by the Council may enter upon private premises at any reasonable time for the purpose of carrying out the duties assigned to him/her under this chapter.

3. Diagnosis: Whenever possible, diagnosis shall be based upon accepted field symptoms. The City tree inspector shall, upon finding indications of oak wilt or Dutch elm disease or the two-lined chestnut borer or the emerald ash borer, take such steps for diagnosis as may be appropriate. These steps may include analysis of twig and stem samples from elm, oak, and ash trees or parts thereof suspected of being infected. The tree inspector may submit such samples to an approved laboratory upon approval of the Council. Laboratory isolation and confirmation of the presence of the fungi shall be done by the Department of Agriculture's' disease laboratory, or other laboratories capable of performing such services approved by the Minnesota Commissioner of Agriculture.

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403.070. INTERFERENCE PROHIBITED. It is unlawful for any person to prevent, delay or interfere with the City tree inspector or his/her agents while they are engaged in the performance of duties imposed by this ordinance.

403.080. PROCEDURE FOR ABATEMENT AND REMOVAL.

1. Notice to Landowner. Whenever it is found with reasonable certainty that a tree has oak wilt or Dutch elm disease, or is infected with the two-lined chestnut borer or the emerald ash borer, the tree inspector shall proceed as follows:

(a). If the tree inspector finds that there is potential for infection of other trees, the owner of the property on which the nuisance is found, shall be notified by certified mail, addressed to said owner at his/her last known address. The tree inspector will specify on the notice a reasonable date by which the nuisance must be abated. The tree inspector shall identify in the notice the abatement action to be taken.

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(b). The tree inspector shall immediately report said action to the Council and, after the expiration of the time limited by said notice, the tree inspector may proceed to abate the nuisance as herein provided.

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(c). The cost of such abatement, plus a $50 administrative fee, shall be assessed against the owner of the property involved, or against the property itself.

403.081. ABATEMENT ACTIONS.

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1. High Risk Elm Trees: High risk elm trees shall be those trees that are dead, barren, or have extensive wilt (30 percent or more of the tree is wilted). Such trees shall be identified and marked prior to July 1st. These high risk trees shall be removed within 20 days of notification of the property owner.

2. Oak Wilt. All oak trees within the designated oak wilt control area of the City diagnosed as having oak wilt should be isolated from neighboring healthy oak trees of the same species by chemical or mechanical disruption of common root systems to prevent root graft transmission of the oak wilt fungus.

To control the overland spread of oak wilt, the pruning of oaks shall be avoided during the most susceptible period of infection, from April 15 until July 1. If wounding is unavoidable during this period, as in the aftermath of a storm or when the tree interferes with utility lines, a tree wound dressing shall be applied immediately.

a. Red Oaks: To prevent the oak wilt fungus from producing spores and to prevent the overland spread of this fungus, any bark intact diseased material resulting from any tree of the red oak group, that wilted from oak wilt in July and August of one year shall be declared hazardous for the spring of the following year. This hazardous spring period shall be defined as April 15 to July 1 and diseased material shall be determined such by the City tree inspector.

Any hazardous oak wood to be used as fuel wood or to be salvaged or other purposes must be debarked, dried, or else completely covered by heavy plastic (4 mil or greater) from April 15 until July 1 of the year following the appearance of oak wilt. After this time there is no danger of spore production and the wood does not need to be covered.

Any branch greater than 2" in diameter of the red oak group determined to be hazardous and not to be salvaged shall be disposed of by burning, chipping, or removal to an authorized dump site prior to April 15 of the year following the appearance of symptoms. Dead standing red oaks that have advanced beyond the potential for spore production need not be removed except where they constitute a hazard to life and/or property. The City tree inspector will advise accordingly.

Stumps of trees of the red oak group removed due to oak wilt shall be completely covered with at least 2" of compacted soil, removed, or debarked to the ground line to eliminate all possibilities of spore formation and overland disease spread.

Any hazardous material not dealt with in the above described manner must be removed within 20 days of notification.

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b. White Oaks: Trees of the white oak group (i.e. white oak, bur oak, bicolor oak) diagnosed as having oak wilt should be isolated by root graft disruption as previously stated. Diseased material originating from such trees will rarely ever support spore formation, and salvaged material therefore will not require special treatment to prevent overland spread. Standing trees of this group showing early symptoms of oak will may sometimes be saved by removing affected branches. The City tree inspector will advise accordingly.

3. Two-lined Chestnut Borer. The tree inspector shall identify such actions as the inspector deems necessary to prevent the spread of the two-lined chestnut borer whenever the two-lined chestnut borer is discovered in Birchwood.

4. Emerald Ash Borer. The tree inspector shall identify such actions as the inspector deems necessary to prevent the spread of the emerald ash borer whenever the emerald ash borer is discovered in Birchwood.

403.090. ROOT GRAFT DISRUPTION (BARRIERS) AT PROPERTY BOUNDARIES. Because oak wilt is a community problem and because oak wilt control may benefit an entire neighborhood, the tree inspector shall recommend and encourage neighborhood participation and cooperation, including cost sharing, in root graft disruption and other control efforts, especially where oak wilt is in danger of spreading across property boundaries.

403.100. TRANSPORTING INFECTED ELM, OAK, OR ASH WOOD PROHIBITED. It is unlawful for any person to transport within the City any bark intact elm wood, or wood from the red oak group that is determined to be hazardous, or any oak infected with the chestnut borer, or any ash wood infected with the emerald ash borer without having first obtained a permit from the City tree inspector to do so. The City tree inspector shall grant such permits only when such permission does not interfere with the provisions of this ordinance.

403.110 PENALTY. Any person, firm or corporation who violates the conditions of this ordinance is guilty of a misdemeanor.

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PERSONNEL COMMITTEE

BYLAWS

I. NAME OF THE COMMITTEE

The name of the Committee is Personnel Committee.

II. PURPOSE OF THE COMMITTEE

The purpose of the Personnel Committee shall be to work with city staff on administrative and personnel matters and to report to the City Council on such matters.

III. COMMITTEE MEMERSHIP

A. Members. The Committee shall consist of two members – the mayor and a City Council member elected by the entire Council.

B. Terms. Each member shall serve a two-year term beginning with the first meeting of the Council in January following an election year. A member may serve more than one term.

C. Resignation. A member may resign from the Committee by notifying the mayor or the deputy mayor in writing of the intent to resign. The resignation shall be effective upon receipt of the written notification, unless the member identifies a later date.

D. Vacancy. In the event the mayor shall resign or a vacancy in the office of mayor is created, the deputy mayor shall serve in lieu of the mayor. If the deputy mayor is already on the Committee, or another member shall resign or vacancy created, the City Council shall elect another City Council member to fill a vacancy. In the event of a 2-2 vote among four Council members, the mayor shall select the Council member to serve, or if the vacancy is created in the mayoral position, the deputy mayor shall select the new member. The new member shall serve the remainder of the term.

IV. COMMITTEE MEETINGS

Notice of Committee meetings shall be given in the same manner as for Council meetings, and meetings shall be open to the public. However, meetings of the Committee may be closed if necessary to comply with the Data Practices Act and if permitted by law.

V. COMMITTEE RESPONSIBILITIES

The Committee shall undertake the following responsibilities:

- Develop for City Council consideration personnel policies addressing hiring practices, grievance and discipline processes, benefits, work hours, and other staff-related matters, and review existing policies periodically.
- Monitor working conditions.
- Provide staff with guidance establishing work priorities and implementing City Council decisions.
- Assist staff in determining appropriate development opportunities.
- Conduct performance reviews and recommend compensation adjustments to the City Council.
- Recruit and screen candidates and make recommendations to the City Council whenever a staff vacancy shall occur.
- Draft and review periodically employment agreements.
- Perform such other personnel matters as assigned by the City Council.

VI. COMMITTEE AUTHORITY

The Committee shall have no authority to bind the City but shall bring all decisions to the City Council for decision. The Committee may recommend certain action to the Council.

VII. COMMITTEE CONTINUATION

The Committee shall continue in existence until terminated by action of the Council.

VIII. COMPENSATION

Members of the Personnel Committee shall receive no compensation for their service on the Committee.

IX. AMENDMENT OF BYLAWS

These bylaws may be amended at any time by action of the City Council.

Adopted this _____ day of April, 2011

_____

Alan Mitchell
Mayor

Attest

_____
Dale Powers
City Clerk

Purpose Statement:
I would replace the word timesheets with work schedule and time management concerns.

I would add a section titled Duties and Responsibilities and add such things as the following:
Duties and Responsibilities
Duties shall include but not be limited to the following:

-

(12)

ELFERING & ASSOCIATES
TRUE NORTH

April 4, 2011
File: 310049E-0060

Honorable Mayor and City Council
City of Birchwood Village
207 Birchwood Avenue
Birchwood, MN 55110

RE: CATCH BASIN REPLACEMENT PROJECT
RECOMMENDATION OF AWARD

Dear Mayor and Council Members:

Bids were received for Catch Basin Improvement Project as directed by the Council. Nine (9) bids were received from the following firms:

Corporation	Base Bid Amount
New Look Contracting	$25,476.00
Urban Companies	$28,000.00
T. A. Schifsky & Sons	$34,200.00
Underground Utilities	$36,070.00
Penn Contracting	$37,750.00
Olson's Excavating Service	$37,854.17
G. F. Jedlicki, Inc.	$41,100.00
C. W. Houle, Inc.	$41,520.00
Hydrocon, Inc.	$47,136.00

New Look Contracting was the low bidder in the amount of $25,476.00. New Look Contracting has completed similar projects for the City of Ramsey, City of Rogers, City of Robbinsdale, University of Minnesota, and MnDOT and we would consider them to be a responsive, responsible bidder.

The low bid amount of $25,476.00 does include replacement of four structures. We are currently in the process of requesting additional grant dollars from the Watershed to cover this additional cost. Council will need to determine at this point if they want to move forward with the project. I will be in attendance at the April 12, 2011 City Council meeting to answer any questions.

Sincerely,

Elfering & Associates

Kristie Elfering

Kristie Elfering, P.E.
City Engineer

ltr 040411 council (award of bid)

10062 Flanders Court NE, Blaine, MN 55449 – Ph. (763) 780-0450 – Fax. (763) 780-0452

BID TABULATION

PROJECT: 2011 CATCHBASIN IMPROVEMENTS PROJECT

OWNER: CITY OF BIRCHWOOD VILLAGE

OPENING DATE: MARCH 17, 2011

ENGINEER: ELFERING & ASSOCIATES

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	PENN CONTRACTING, INC.		OLSONS EXCAVATING SERVICE		G. F. JEDLICKI, INC.		C.W. HOULE, INC.		HYDROCON, INC.	
				UNIT PRICE ($)	TOTAL PRICE ($)	UNIT PRICE ($)	TOTAL PRICE ($)	UNIT PRICE ($)	TOTAL PRICE ($)	UNIT PRICE ($)	TOTAL PRICE ($)	UNIT PRICE ($)	TOTAL PRICE ($)
	SCHEDULE 1.0												
1	CATCHBASIN #1	EACH	1	7,900.00	7,900.00	5,696.47	5,696.47	10,275.00	10,275.00	8,485.00	8,485.00	6,105.00	6,105.00
	SCHEDULE 1.0 -- TOTAL				7,900.00		5,696.47		10,275.00		8,485.00		6,105.00
	SCHEDULE 2.0												
1	CATCHBASIN #2	EACH	1	10,000.00	10,000.00	15,828.30	15,828.30	14,775.00	14,775.00	14,800.00	14,800.00	20,825.00	20,825.00
	SCHEDULE 2.0 -- TOTAL				10,000.00		15,828.30		14,775.00		14,800.00		20,825.00
	SCHEDULE 3.0												
1	CATCHBASIN #3	EACH	1	12,000.00	12,000.00	11,378.81	11,378.81	9,075.00	9,075.00	12,350.00	12,350.00	14,800.00	14,800.00
	SCHEDULE 3.0 -- TOTAL				12,000.00		11,378.81		9,075.00		12,350.00		14,800.00
	SCHEDULE 4.0												
1	CATCHBASIN #4	EACH	1	7,850.00	7,850.00	4,950.59	4,950.59	6,975.00	6,975.00	5,885.00	5,885.00	5,406.00	5,406.00
	SCHEDULE 4.0 -- TOTAL				7,850.00		4,950.59		6,975.00		5,885.00		5,406.00
	SUMMARY												
	SCHEDULE 1.0 -- TOTAL				7,900.00		5,696.47		10,275.00		8,485.00		6,105.00
	SCHEDULE 2.0 -- TOTAL				10,000.00		15,828.30		14,775.00		14,800.00		20,825.00
	SCHEDULE 3.0 -- TOTAL				12,000.00		11,378.81		9,075.00		12,350.00		14,800.00
	SCHEDULE 4.0 -- TOTAL				7,850.00		4,950.59		6,975.00		5,885.00		5,406.00
	TOTAL PROJECT COST				37,750.00		37,854.17		41,100.00		41,520.00		47,136.00

I HEREBY CERTIFY THAT THIS IS AN ACCURATE TABULATION OF THE BIDS RECEIVED FOR THE ABOVE MENTIONED PROJECT.

NAME: Kristina Elfering, P.E.

DATE: March 17, 2011

MN LIC. NO.: 42350

BID TABULATION

PROJECT: 2011 CATCHBASIN IMPROVEMENTS PROJECT

OWNER: CITY OF BIRCHWOOD VILLAGE

OPENING DATE: MARCH 17, 2011

ENGINEER: ELFERING & ASSOCIATES

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	NEW LOOK CONTRACTING, INC UNIT PRICE ($)	NEW LOOK CONTRACTING, INC TOTAL PRICE ($)	URBAN COMPANIES UNIT PRICE ($)	URBAN COMPANIES TOTAL PRICE ($)	T. A. SCHIFSKY & SONS UNIT PRICE ($)	T. A. SCHIFSKY & SONS TOTAL PRICE ($)	UNDERGROUND UTILITIES, INC. UNIT PRICE ($)	UNDERGROUND UTILITIES, INC. TOTAL PRICE ($)
	SCHEDULE 1.0										
1	CATCHBASIN #1	EACH	1	3,668.00	3,668.00	7,000.00	7,000.00	6,000.00	6,000.00	6,380.00	6,380.00
	SCHEDULE 1.0 -- TOTAL				3,668.00		7,000.00		6,000.00		6,380.00
	SCHEDULE 2.0										
1	CATCHBASIN #2	EACH	1	10,660.00	10,660.00	7,000.00	7,000.00	11,500.00	11,500.00	12,710.00	12,710.00
	SCHEDULE 2.0 -- TOTAL				10,660.00		7,000.00		11,500.00		12,710.00
	SCHEDULE 3.0										
1	CATCHBASIN #3	EACH	1	8,180.00	8,180.00	7,000.00	7,000.00	10,800.00	10,800.00	11,470.00	11,470.00
	SCHEDULE 3.0 -- TOTAL				8,180.00		7,000.00		10,800.00		11,470.00
	SCHEDULE 4.0										
1	CATCHBASIN #4	EACH	1	2,968.00	2,968.00	7,000.00	7,000.00	5,900.00	5,900.00	5,510.00	5,510.00
	SCHEDULE 4.0 -- TOTAL				2,968.00		7,000.00		5,900.00		5,510.00
	SUMMARY										
	SCHEDULE 1.0 -- TOTAL				3,668.00		7,000.00		6,000.00		6,380.00
	SCHEDULE 2.0 -- TOTAL				10,660.00		7,000.00		11,500.00		12,710.00
	SCHEDULE 3.0 -- TOTAL				8,180.00		7,000.00		10,800.00		11,470.00
	SCHEDULE 4.0 -- TOTAL				2,968.00		7,000.00		5,900.00		5,510.00
	TOTAL PROJECT COST				25,476.00		28,000.00		34,200.00		36,070.00

I HEREBY CERTIFY THAT THIS IS AN ACCURATE TABULATION OF THE BIDS RECEIVED FOR THE ABOVE MENTIONED PROJECT.

NAME: Kristina Elfering, P.E.

DATE: March 17, 2011

MN LIC. NO.: 42350

201. CITY WATER SYSTEM

201.010. CONTROL OF WATER SYSTEM. The Water Works System of the City of Birchwood Village shall be under the immediate direction and control of the City Council, who shall have the authority to do everything pertaining to said system that may be necessary for the management and protection thereof. The City Council shall appoint all officers, employees, and/or contracts pertaining to the management of said system and prescribe their salaries and wages.

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201.020. APPOINTMENT OF SUPERINTENDENT AND HIS DUTIES. The City Council may appoint a Superintendent of the Water Works System who shall have charge of the operation, maintenance and repair thereof subject to the direction of the City Council. The superintendent shall have immediate control and custody of all the property of the system, and see that all of such property is properly stored and cared for and that a full and complete record and inventory of the same is kept. The superintendent shall see that the hydrants, valves and other parts of the system are in order and that all leaks are promptly repaired and that full and accurate reports are kept of all work done, the cost of the same, the names and time of the those employed, and any other information and records that may be required by the City Council.

201.030. MAPS AND RECORDS. The Superintendent shall keep a full set of records and maps which shall show in detail the location and measurement for all water pipes, hydrants, valves, taps, shut-off boxes, T's, and such other records and measurements as may be necessary. The superintendent shall not remove or change the location of any fire hydrant, valve, water main or any other permanent improvement without first obtaining authority to do so from the City Council.

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201.040. ACCOUNTS, BILLS, PERMITS, ETC. The Superintendent or such other person as the City Council may designate, shall keep a complete set of books, which shall at all times show the distribution of accounts of the Water System; submit all bills, payrolls and accounts monthly to the City Council to be considered and approved; shall keep a correct account of all receipts, read all meters in service, prepare all bills for water service or materials and labor furnished and performed, collect the same and deposit the money so collected with the City within fourteen (14) days thereafter, to be credited to the Water Fund.

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201.050. WATER FUNDS TO BE DEPOSITED TO SPECIAL FUND. All fees, water rentals and charges and any other money received in connection with the water system shall be deposited with the City within fourteen (14) days after their receipt and credited to the Water Fund.

201.060. EXPENSES PAYABLE OUT OF WATER WORKS FUND. All expenses and costs incurred in the operating and maintenance of the Water Works System together with the Water Works bonds and interest thereon shall be paid out of the Water Fund.

201.070. SUPERINTENDENT - SALARY. The Superintendent shall receive such salary or compensation for said duties as the City Council shall by resolution prescribe.

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201.080. APPLICATION TO CONNECT TO WATER MAINS. Before a connection can be made to any water line or main in the City, an application for permit shall first be made to the City which shall be signed by a master plumber licensed by the State, and bonded to the City and accompanied by a fee set by the City Council. The application shall state the size and location of service connection required.

201.090 NEW CONNECTION - COST. Only City employees or duly authorized licensed plumbers shall tap water mains, lay pipe from main to property line and install shut-off boxes, the cost of which, including both material and labor, shall hereafter be paid by the consumer requesting the same, and any consumer whose property has not been specially assessed for a connection charge shall pay an additional sum as set by the City Council.

201.100. METERS. The City will monitor water to consumers through a water meter furnished by the City, of the kind especially designated by the City Council. Every household or other final consumer of city water must have its own meter. A suitable place, safe from frost and other damage, and accessible for examination and reading must be provided at the expense of the consumer.

Meters shall be installed by the City at the owner's expense. All meters shall be under the control and supervision of the City and shall be sealed by the proper City employees. No person other than City employees or designated agent in charge of said work shall break said seals.

Consumers must keep their service pipes, attachments, and meters in order, and must protect them from frost.

In case of the breakage or stoppage of any meter, the consumer shall immediately notify the City. Any repairs necessary shall be made at the expense of the owner, except in the case of normal wear and tear.

In cases where the meters are difficult to access by the officers of the City, or are exposed to danger from frost, the water shall be shut off from such premises until the obstruction is removed or the danger is avoided.

201.110. WATER USE RATES. All water supplied to consumers, shall be sold at rates established by City Council resolution.

There shall be two classifications for water rates; residential and non-resident rates. Residential rates shall apply to water users whose property, being supplied with city water, is located within the City of Birchwood Village, and non-resident rates shall apply to water users whose property, being supplied with city water, is located outside the City of Birchwood Village.

201.120. PAYMENT. Charges for water services furnished by the City Water Works System shall become due and payable quarterly except as in this ordinance otherwise specifically provided. All current water bills paid on or before the first day of the new quarter shall be paid at the net rate and those water bills paid after the due date shall be charged a penalty as set by the City Council.

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201.130. TERMINATION OF WATER SERVICE. Any consumer failing to pay his or her water bill within twenty (20) days after the due date of such water bill shall be immediately sent a notice of termination of water service. Said notice shall be sent by certified mail to the address of the consumer. Said notice shall inform the consumer that the consumer has one week from the date of receipt of the notice to return to the City a written objection to termination of water service. Said objection shall explain why the person has not paid his/her water bill and/or the factual basis upon which the consumer is disputing the amount of his/her water bill.

Upon the receipt of the objection, the City shall place the item on the agenda of the next regularly scheduled City Council meeting. The consumer shall be sent a notice by regular U.S. Mail of the date of said meeting. At the meeting, the consumer shall be given an opportunity to present such testimony or other evidence as the consumer feels supports his or her position. The City Council shall make a decision on the objection at the time of the meeting which may include laying over the decision until additional information is collected.

If the City Council agrees with the consumer, then the necessary adjustments shall be made to city records and the water service shall not be terminated. If the City Council disagrees with the consumer, the consumer shall be given 72 hours, within which time to make full payment of all due charges. If payment is not made within 72 hours, the City shall immediately terminate the water service of said consumer.

Any consumer aggrieved by the decision of the City Council shall be entitled to file an action in Washington County District Court seeking an injunction from preventing the City from turning off the consumer's water.

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

All accounts carried upon the books of the City Water System shall be with the owner of the property served, or his authorized agent and such owner shall at all times be liable for water used upon such premises whether occupied by him or not.

201.150. REPAIR OF SERVICE LINES. If at any time a service line from the property to the main, the service connection at the main, or the curb stop becomes broken, the property owner shall immediately repair the same at his/her own expense. In the event said property owner fails to repair the same after notice by the City, then the City is hereby authorized to make such necessary repairs and the cost of such repairs shall be a lien against said property and levied

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and collected in the same manner as provided in Section 201.140. Failure upon the part of the consumer or owner to repair any leak occurring in their pipe within twenty four (24) hours after verbal or written notice, the water will be shut off and will not be turned on until the leak is repaired. The cost of shutting off the water and turning it back on shall be charged to the homeowner.

Maintenance and/or repair of a service line shall be at the property owner's expense. This includes the connection at the main, curb stop and box, and the service line from the main to the residence. It shall be the responsibility of the owner to maintain the stop box at such a height as will ensure that it remains at the finished grade of the land or property. In the event that the service line becomes frozen, the property owner shall have the sole responsibility of thawing the frozen water service line from its connection at the street main to the premises. No water customer shall be given a credit on a water bill for allowing water to run to prevent freezing without specific prior authorization from the City Council annually.

201.160. RIGHT TO DISCONTINUE SERVICE. The City expressly reserves the right to shut off the water at any time when deemed necessary or desirable and to discontinue the service on any or all premises.

201.170 RIGHT TO LIMIT USE OF WATER. The City expressly reserves the right whenever it may deem it necessary for securing adequate fire protection or for the proper and necessary husbanding of the water supply for domestic use or other necessary or desirable purposes, owing to drought, shortage of water supply, or other cause, to prohibit for such length of time as it may deem proper, the use of water for sprinkling purposes, or otherwise than for the most necessary and essential domestic purposes.

201.180. EXEMPT FROM CLAIM FOR DAMAGES. The City reserves the right at any time, to shut off the water in the main pipe for the purpose of repairing, cleaning, making connections or extensions thereto. No claim shall be made against the City by reason of the breaking of any service pipe or service cock, or for any damages arising from shutting off water for repairing, laying or re-laying mains, hydrants or other connections.

201.190. DEFECTIVE METERS. In case a meter fails to register the quantity of water used, the amount to be paid by the consumer for water during the period shall be ascertained by the amount registered during the corresponding period in a previous month, quarter or year.

201.200. TESTING METERS. At the written request of any owner or consumer, the City will test the meter supplying his/her premises. A deposit will be required before the meter is disconnected, which will be returned if the meter is found to be registering incorrectly within two percent on a flow equal to one-eighth of the diameter of the service, or in favor of the consumer. Otherwise, the deposit will be retained by the City to cover the cost of the test.

The owner or consumer may, if desired, be present at the time the test is made. The result of the test will be reported to the owner or consumer in every case.

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If the testing of a meter shows that it fails to register correctly, the charge to the consumer shall be on the basis for the corresponding period of the previous year. If the meter has not been in service for a year, or if for any other reason the charge for the corresponding period of the previous year cannot be justly determined, the charge shall be equitably adjusted by the City Council. Such adjustment shall not extend back more than one (1) billing period from the date of the written request.

Any other adjustment of charges for water supplied through meters shall be made by resolution of the City Council.

201.210. ACCESS TO AND INSPECTION OF METERS, ETC. Authorized City Officers, Superintendent or City employees shall have right of access to any consumer's premises at all reasonable hours for the purpose of reading, inspecting or repairing meters, pipes, hydrants, and valves used in connection with the water service and for any other purpose proper in the operation of the water system.

201.220. SEPARATE SHUT-OFFS AND SERVICE CONNECTION. Unless special permission is granted by the City Council, each premises shall have a separate and distinct service connection, water meter, shut-off box, wheel handled service stop, a shut-off valve on each side of the City-issued meter, and a check valve between meter and main. All valves are to be not less than the size of the service connection.

201.230. MAKE AND DEPTH OF SERVICE PIPES. All service pipes shall be of a size and type approved under the State Plumbing Code. All service pipes shall be laid not less than seven (7) feet below the established grade.

201.240. SHUT-OFF BOXES AND THEIR LOCATION. There shall be a shut-off box to every service pipe attached to the mains, the same to be placed on the property line. Any connection discontinued shall require five-day notice to the water department.

201.250. COST OF SERVICE INSTALLATION BEYOND SHUT-OFF BOX. The cost of installation of all plumbing between the shut-off box and any service devices maintained by consumer, and all extensions made to such service pipes, as well as all repairs to the same, shall be borne entirely by the consumer. However, such service pipes and devices shall at all reasonable hours be subject to inspection by the Superintendent or authorized City employee.

201.260. EXCAVATING WORK.

1. All installation work or repair of connections to the water system including grades, bends, and backfilling shall be inspected by the Plumbing Inspector. All work and excavations shall be protected by barricades and warning markers and lights reasonable and suitable for the purpose. The City shall be held harmless of any claim or loss as might otherwise arise for damage, loss or injury caused by or arising by reason of such work being performed.

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2. No digging in any city street shall be permitted except by special written permission from the City. Backfilling shall be thoroughly compacted by mechanical means to 100% Standard Proctor density. The top 12 inches of the excavation shall be backfilled with Minnesota Department of Transportation Class 5 gravel base material. The base shall be compacted and a 3.5 inch thick bituminous surface (two lifts) installed in accordance with Minnesota Department of Transportation Specification No. 2350/2360, or to current standards.

3. The plumbing contractor shall be responsible for the restoration of the city street in accordance with the paragraph above and shall furnish a deposit in an amount set by the City Council to assure compliance. Said deposit shall be used to correct any deficiencies. If the cost of repairs shall exceed the amount on deposit with the City, the plumbing contractor shall be liable to the City for any additional cost. After sixteen (16) months the City shall refund to the plumbing contractor or his designee any remaining balance of the deposit which has not been used for the repair of the city streets.

4. No work shall be covered or backfilled until authorized by the Plumbing Inspector. Before authorizing the covering of any work, the Plumbing Inspector shall establish the horizontal and vertical locations of installed service laterals. The Inspector may elect to accept data provided by the contractor or owner to establish the location of the service lateral. The City may order the owner to uncover any service lateral for which the horizontal and vertical locations have not been determined prior to covering and the City may withhold the entire deposit until the information is provided and may pursue other remedies for violation of this provision. All service pipe laid shall be able to be located with a locating device. If plastic pipe is used a tracer wire shall be installed along the pipe length and brought up to ground level with permanent access for City personnel to connect to it with locating equipment.

201.270. FEE FOR TURNING WATER ON AND OFF. In all cases where the water has been turned off it shall not be turned on again until a fee for each turning off and on of water service as determined by the City Council is paid together with all water charges that may be due. A fee will be charged for each turning on or off of the water service.

201.280 NOTICE OF LEAKS - PENALTY. In case of failure on the part of any consumer or owner to repair any leak occurring upon his service pipe within twenty-four (24) hours after verbal or written notice has been given upon the premises, the water will be shut off from the same and will not be turned on until fees as prescribed in 201.250 have been paid. When the waste of water is great, or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately upon the giving of such notice.

201.290. NOTICE TO DISCONTINUE WATER SERVICE. Whenever any consumer desires to discontinue his water service, he shall give five (5) days notice unless waived by the City Council to the Superintendent of his intention to discontinue service. Three (3) days notice is required for turning on water.

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<#>¶
<#>201.280. EXPENSES PAYABLE OUT OF WATER WORKS FUND. All expenses and costs incurred in the operating and maintenance of the Water Works System together with the Water Works bonds and interest thereon shall be paid out of the Water Works Fund. ¶

201.300. LIABILITY OF CITY FOR TURNING OFF WATER. The City shall not be liable for any deficiency or failure in the supply of water to consumers whether occasioned by shutting off the water for the purpose of making repairs or connections or for any cause whatsoever. In case of fire or alarm of fire, or in making repairs or constructing new works, the water may be shut off any time for such period as may be deemed necessary.

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201.310. UNLAWFUL USE OF WATER. It is hereby declared unlawful for any person, firm or corporation to take water from the city water system except that drawn through a meter, owned or approved by the city, or to take water from any premise without permission of the owner.

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201.320. TAMPERING WITH WATER SYSTEM. It shall be unlawful for any person to turn on any shut off box or to open or interfere with any of the hydrants, valves, or to tamper with any part of the water works system. The Superintendent, members of the fire department and employees and persons authorized by the City Council are exempt from this provision.

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201.330. SEPARATION OF CITY WATER SYSTEM FROM PRIVATE SYSTEMS. There shall be a complete physical separation from any private water system with that of the city water system, so that in no case can water from a private system enter into the city system at any location, public or private.

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201.340 USE OF FIRE HYDRANTS. No person other than authorized by the City shall operate fire hydrants or interfere in any way with the water system.

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"AMENDED BY ORDINANCE 2006-1; MAY 9, 2006"

"AMENDED BY ORDINANCE 2011 -

202. CITY PLUMBING AND SEWAGE SYSTEM

202.010. PLUMBING INSPECTOR: APPOINTMENT AND QUALIFICATIONS. The City Council may appoint a Plumbing Inspector. The person appointed to the position of Plumbing Inspector shall be knowledgeable in approved methods of plumbing construction, the statutes of the State of Minnesota relating to plumbing work and the Minnesota Plumbing Code as adopted by the Minnesota State Board of Health as amended.

The Plumbing Inspector shall not inspect his/her own work. Another licensed inspector must perform such inspections.

202.020. PLUMBING INSPECTOR: POWER AND DUTIES. It shall be the duty of the Plumbing Inspector to enforce the provisions of this chapter. The Plumbing Inspector shall inspect all of the work relative to or incidental with the installation of plumbing or sewage equipment of any kind.

When the installation of any such plumbing or disposal systems or material used is found to be in a dangerous or unsafe condition, he/she shall notify the person owning, using, operating or installing the same to place such defective plumbing or sewer installations in a safe condition and he/she shall immediately place a notice in a conspicuous place upon such dangerous or unsafe construction stating that the workmanship, design or material is unsafe and that it shall not be used until it is put in a safe condition. It shall be unlawful to use said installation or materials until it has been placed in a safe condition and has been inspected and approved by the Plumbing Inspector.

The Plumbing Inspector shall have the right during reasonable hours to enter any building in the discharge of his/her duties or for the purpose of making any inspection which he/she might deem necessary in the performance of his/her particular duties.

The Plumbing Inspector shall, when necessary, call upon the police for assistance in enforcing any of the provisions of this Code.

The Plumbing Inspector shall have authority to recommend the employment by the governing body of such technical or expert consultants as might become necessary to ensure proper construction and public safety.

202.030. PERMIT REQUIRED. No alterations or additions shall be made to the existing plumbing in any building, no plumbing shall be placed in any building, and no sewage disposal system shall be constructed without first securing a permit except when the value of such work and material does not exceed $1,000.00.

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Any permit issued shall become invalid after ninety (90) days from the date of issuance unless the work for which the permit was issued has been started. This time limit may be extended by the City Council if application for extension is made in writing prior to the permit

expiration date. All sewer services shall be installed by a plumber licensed by the State of Minnesota and bonded to the City of Birchwood Village.

Any owner, occupant or licensed plumber may install, repair or make alteration to the building drain or building sewer lines provided that said construction is conducted under the regulations of this ordinance. Prior to receiving a permit for plumbing work, as outlined herein, a satisfactory showing must be made that such plumber, excavator, or sewer installer is carrying liability insurance with an accredited company with the City of Birchwood Village as one of the assureds in such policy insuring the City of Birchwood against loss in the sum of $100,000.00 and $300,000.00 as customarily provided in such policies. Plumbers, excavators, and sewer installers shall post a $2,000.00 bond.

Upon completion of any work completed outside of the residential property, the licensed individual that received the permit must submit to the City a document indicating the kind and size of pipe, the kind of joint used, the length of sewer installed, the depth at the street, the depth at the house, and/or the distance from either side of the house where the connection is made to the house plumbing.

202.040. PERMIT FEES. Permit fees for sanitary sewer construction, connection, enlargement, alteration, and/or repair shall be set, regulated, and/or changed by the City Council in its sole and absolute discretion.

Any person beginning work without first obtaining a permit, shall be required to pay double the established fees.

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Whenever the Plumbing Inspector shall find it necessary to re-inspect any work which has been found faulty during the first inspection, a re-inspection fee as set by the City Council shall be paid.

202.050. MINNESOTA PLUMBING CODE ADOPTED. Except as specifically stated in this chapter, the Plumbing Inspector shall follow and enforce the provisions of the Minnesota Plumbing Code.

202.060. USE OF PUBLIC SEWER SYSTEM REQUIRED. To protect the general health and welfare of the City, it is required that the liquid wastes from any plumbing system of any residence, dwelling or building be discharged into the public sewer system. Outside toilets or cesspools are not permitted. This does not prohibit the use of portable chemical toilet facilities on public property or construction sites.

202.070. CONNECTING TO SEWER LINE. No connection shall be made to any sanitary sewer serving the property of any person or occupants of the land, parcel or premises affected unless all assessments for such sewer, or such installments due and payable, have been paid in full, and unless such owner, occupant or user has paid or provided for the payment of the full and proportionate share of the utility, which share shall be payable as follows:

1. For service to the property for which a sewer service line has not been previously installed from the main sewer line to the property line, the owner, occupant or user shall contract with a licensed plumber for the installation of said line and all payments required shall be assumed by the owner, occupant, or user. Only plumbers bonded to operate in the City shall be allowed to install service lines within public right-of-way.

2. For service to property outside of the City, the owner, occupant or user shall pay to the City at the time of application for permit an amount not less than the payments made by or charges placed against comparable properties for like service within the City in an amount as may be established by the City Council.

202.071. MULTIPLE CONNECTIONS. Multiple connections of more than one building to a single building sewer or sewer service line shall be permitted only by special application to the City. These types of multiple connections are strongly discouraged and shall be stringently reviewed by the City Building Official, City Engineer, Planning Commission and City Council. The applicant shall submit a detailed sketch showing location, grades and special structures to the City Engineer for review prior to applying for a permit. All costs involved for the engineering review shall be paid by the applicant along with the other required fees at the time of issuance of the permit. The charge for the cost of the trunk lines, lift station, force mains and disposal facilities shall be levied against each property sought to be connected either through single sewer services or multiple connections.

202.072. SERVICE RESPONSIBILITY. The sanitary sewer service shall be installed, maintained, and repaired by the property owner that is served. The service shall include the sanitary sewer at the connection point to the main and any service main and appurtenances from that point to the connection to the residential property.

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202.080. EXCAVATING WORK.

1. All installation work or repair of connections to the sewer system including grades, bends, and backfilling shall be inspected by the Plumbing Inspector. All work and excavations shall be protected by barricades and warning markers and lights reasonable and suitable for the purpose. The City shall be held harmless of any claim or loss as might otherwise arise for damage, loss or injury caused by or arising by reason of such work being performed.

2. No digging in any city street shall be permitted except by special written permission from the City. Backfilling shall be thoroughly compacted by mechanical means to 100% Standard Proctor density. The top 12 inches of the excavation shall be backfilled with Minnesota Department of Transportation Class 5 gravel base material. The base shall be compacted and a 3.5 inch thick bituminous surface (placed in two lifts) shall be installed in accordance with the Minnesota Department of Transportation Specification No. 2341.

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3. The plumbing contractor shall be responsible for restoring the city street in accordance with the paragraph above and shall furnish a deposit in an amount set by the City Council to assure compliance. Said deposit shall be used to correct any deficiencies.

If the cost of repairs exceeds the amount on deposit with the City, the plumbing contractor shall be liable to the City for any additional cost. After 16 months the City shall refund the plumbing contractor or his designee any remaining balance of the deposit which has not been used for the repair of the city street.

4. No work shall be covered or backfilled until authorized by the Plumbing Inspector. Before authorizing the covering of any work, the Plumbing Inspector shall establish the horizontal and vertical locations of installed service laterals. The Plumbing Inspector may elect to accept data provided by the contractor or owner to establish the location of the service lateral. The City may order the owner to uncover any service lateral for which the horizontal and vertical locations have not been determined prior to covering and the City may withhold the entire deposit until the information is provided and may pursue other remedies for violation of this provision.

202.090. CONSTRUCTION REQUIREMENTS. All building sewers and sewer service lines (non-pressure) shall be polyvinyl chloride (PVC) pipe meeting the requirements of ASTM D1784 and D3034, with an SDR of 35, or ASTM F789 and D3034, and have push-on joints with elastomeric gaskets. All pressure pipes shall be SDR 26. Individual service lines shall be not less than 4 inches in diameter and shall be placed at a uniform grade of not less than 1/4 of an inch per foot. Clean-outs shall be provided at each change in direction greater than 45 degrees from the direction of flow and at intervals not to exceed 100 feet. Multiple connections of more than one building shall be approved only by the City Engineer as described under 202.071. No interconnection of the existing private sewer system shall remain upon connection to the public system. If a sewer service connection is such that gravity flow to the public sewer main is available and a sewage lift pump is presently used, said sewage lift pump shall be disconnected, discontinued, and removed from service.

202.100. STORM WATER. It shall be unlawful for any owner, occupant or user of any premises to direct into or allow any storm water, surface water, ground water or water from air conditioning systems, hot tubs, swimming pools, sump pumps, or the like to drain into the sanitary sewer of the City.

202.110. SEWERAGE USE RATES. A sewerage use rate is hereby imposed upon each premise served by the sewerage system or otherwise discharging sewage into the sewerage system. The sewerage use rates shall be figured on a quarterly basis and shall be established from time to time by resolution of the City Council.

202.120. BILLING REGULATIONS. The City Clerk or other designated person shall compute the amount due to the City for sewerage use and render a statement quarterly. All current sewer bills paid on or before the first day of the new quarter shall be paid at the net rate and those sewer bills paid after the due date, shall be charged a penalty as set by the City Council.

202.130. SEWER FUND. All funds received from the collection of assessments, connection charges, and sewerage use rates shall be deposited within fourteen (14) days after the receipt thereof and kept by the City as a separate and distinct fund which shall be known as the

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"Sewer Fund". These funds shall be used for the payment of all costs incurred by the City in connection with the construction, maintenance and operation of the sanitary sewer system within the City. Any excess received shall be used for retiring indebtedness incurred for the construction of such sewage disposal system.

202.140. COLLECTION OF DELINQUENT CHARGES. Each charge levied by and pursuant to this code is hereby made a lien upon the corresponding lot, land, parcel or premise served by a connection to the sewer system of the City. All such charges which are on July 3lst of each year more than 30 days past due and having been properly billed to the occupant of the premises served, shall be certified by the City to the County Auditor of Washington County each year. The City, in so certifying such charges to the County Auditor, shall specify the amount thereof, the description of the premises served, and the name of the owner thereof. The amount so certified shall be extended by the County Auditor on the tax rolls against such premises in the same manner as other taxes and collected by the County Treasurer and paid to the City along with other taxes.

Deleted: Clerk

202.150. SEPARABILITY OF SECTIONS. If any portion of this Code shall be held invalid, the invalidity of such portion shall not affect the validity of the other provisions of this code which shall continue in full force and effect.

202.160. VARIANCES. Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the provisions of this Code, the Council shall have the power to vary the requirements of this Code in harmony with the general purpose and intent thereof, so that the public health, safety and general welfare may be secured and substantial justice done.

202.170. ENTRY UPON PRIVATE PROPERTY. The City Engineer and other duly authorized employees of the City, bearing proper credentials and identification, shall at reasonable times be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in connection with the operation of the municipal sanitary sewer system.

"AMENDED BY ORDINANCE 2006-1; MAY 9, 2006"

"AMENDED BY ORDINANCE 2007-1; AUGUST 14, 2007"

"AMENDED BY ORDINANCE 2011 -

INSERT POLICE CONTRACT WITH ANIMAL CONTROL ADDENDUM HERE

17B

Birchwood Street Signs

Upon recent updates to the street signs for the City of Birchwood required by Federal or state law to occur every 10 years, Officer Flick and Council member Sampair toured Birchwood to consider the condition, location and need of street regulation signs throughout Birchwood. The projection is to include these improvements with the new street name signs that need to be ordered. Engineer Kristy Elfering suggested a new design for street name signs that could be incorporated as well to improve aesthetics and Birchwood appeal. Officer Flick identified the following concerns for our street regulation signs that should be improved, added, removed, or simply updated/refurbished due to age & condition:

A.) Ordinance 502 Parking regulation within the City of Birchwood: These signs are posted throughout Birchwood to alert residents and passing traffic to the standard parking regulations throughout Birchwood (i.e. no parking on city streets between 2am and 8am, etc.). They should be posted at all entrances and along Hall/Cedar Ave. (unless they were consciously left off the 'through route'*, where transitory traffic flows) - see following results:

a.) *Entrances: 1.) Missing-Mahtomedi/Birchwood Border on Hall Ave. and Birchwood Ave East side of town.
2.) Missing-Birchwood Lane/East Cty line.
3.) Missing-Cedar Entrance from East Cty Line
4.) Replace-White Pine Lane (poor condition).

b.) Stop Signs throughout Birchwood need to be straightened. Several require the small 'No Parking within 50':
(this is not 'required – the statute (169.34) says 30' – but in a few places the signs were added to allow for better motorist visibility and safety. The addition of the ones we noted would make those areas safer.)

1.) Missing East Stop Sign on Wildwood Ave and Lake Ave intersection.

c.) No Parking Signs at Easements: Officer Flick advised define better.

1.) Suggested all easement (public lake tracts except possibly for Ash no signs there presently) should have 2 'No Parking Between Signs' posted at the borders of the public lake tracts as the present single 'No Parking' signs are too vague. Or leave it as one sign with the added language 'Across Easement'. With this, the present single 'No Parking' signs could remain.

d.) Tighe-Schmitz Park has several recommendations:

1.) Parking should be relegated to one side of the street only, specifically park side. 'Parallel Parking' is good and recommended and exists east of the Ollie Washburn Rink parking lot, yet west (the split rail fence corner) should be identified as a no parking area. Very hazardous with cars parked along that side pushing them into the road way (really no shoulder due to split rail fence) and at a curve and bottom of hill (on Lake Ave) could

present unsafe for emergency vehicles and pedestrians especially seasonally (ice-winter).

2.) Also suggested the eastern 'No Parking Between Signs' for the public lake tract should be extended east 25-50' on the north side of the road past the east boundary of the Public Lake Tract as that side presents hazardous and unsafe situations for emergency vehicles and pedestrians if cars were to park there (bottom of the hill and at a curve). Too congested.

e.) Time frames on the signs need to be consistent:

1.) Presently are inconsistent and very difficult to enforce the 'am' portion. A perfect example is in front of Kay Beach. The public lake tract sign states closed 9:30 pm – to 6am, directly across the street from this sign in Tighe-Schmitz Park it states Park hours (Park Closed 9:30pm – 8am). There is also 2 No Parking 9:30pm – 6am signs on the Tighe-Schmitz Park directly across from the Kay Beach Public Lake tract. Also on the Kay Beach Public tract is a No Parking Any Time sign. All these signs are inconsistent with Ordinance 502 posted at every entrance for parking regulations throughout Birchwood (i.e 2am-8am). (Parking hours at tennis courts state inconsistency as well, 7am to 9pm). Suggest all new signs have the same hours for parking to be allowed - (suggest No Parking 9:30pm - 8am) basically be consistent & which would also bode well for enforcement. Park closure and Public Lake Tract closure would and should be the same time, and that way rules are much more consistent, and enforcement will be much easier for the police. No Parking on the Lake Tract would be consistent with the No Parking Any Time sign, but replaced with earlier suggestion of placing two No Parking Between Signs at the borders of the Public Lake Tract. This would most likely reduce any loiterers or other 'unwanteds' 'hanging around' the Park and Public Lake Tracts at weird hours. Most probably would reduce police calls and criminal issues that occur around the park more frequently than in other areas. Provide a safer environment and easier to patrol and enforce for our police force.

f.) Halls Marsh: Replace No Parking sign - poor condition.

g.) Wildwood Ave Parkway should have the No Parking signs clearly defined boundaries on Parkway at either ends (west and east). Presently on east end and not in a clearly defined area.

h.) Need possibly one more 'No Parking' sign on Birchwood Ave just east of 110 Birchwood Ave, so that the signs are visible from one sign to the next. Helps clearly define no parking on that side of the street.

B.) Crime Prevention Signs: would be nice if we had more of them, however a neighborhood watch association needs to be gathered and then they need to have a minimum of 1 meeting per year to maintain, with attendance of the police representative (Officer Flick and usually a sergeant or captain attends). At these meetings they would present crime statistics for our city and offer suggestions to prevent or bring the rate down. Several micro pockets throughout Birchwood have done this & it would be nice if we could get others or request others to meet so we could put these signs at the entrances to Birchwood. Possible consider a 'watch night' meeting for all of Birchwood would work, and then we could get Crime Prevention Signs for all entrances. We could meet at City Hall, Public Lake tract, Tighe-Schmitz Park, etc. and have a pot luck dinner or something. Just need one meeting a year.