



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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

**ANNOUNCEMENTS**

Common Table, Thursday, Jan. 16

Hockey Day, Sunday, January 12

**7:10 P.M. PUBLIC HEARING ON SEWER RATE INCREASE**

(see S. Rueckert report from Nov 2013 packet)

**1. CITY BUSINESS – REGULAR AGENDA**

Resolution 2014-06, Sewer Rates

Resolution 2014-01, Accepting a Donation from Artists Group

Resolution 2014-02, Approving Hockey Rink Attendants

Resolution 2014-03, Authorizing Ramsey Washington Suburban Cable Commission  
To Broadcast and Re-broadcast City Council Meetings

Resolution 2014-04, Resolution Naming U.S. Bank and the Minnesota Municipal  
Money Market Fund (aka "4M Fund) as City Official Depositories

Resolution 2014-05, Resolution the White Bear Press as City Official Newspaper

**2. CITY BUSINESS – CONSENT AGENDA**

A. Approval of Amended November 12, 2013 Minutes

B. Approval of Regular Meeting December 10, 2014 Minutes

**C. Approval of Property Tax Hearing Meeting Minutes of December 12, 2013**

**D. Approval of Alan Kantrud letter of understanding/fee arrangement (exhibit)**

**3. CITY BUSINESS – REGULAR ORDER**

**A. Approval of Treasurer’s Report ( exhibit)**

**B. Water Main Break Issues -Manship**

**C. Consider Excessive Use Ordinance (new)- Kantrud ( exhibit)**

**D. Staffing Report- Donovan and LaFoy**

(exhibit – Shared Services Agreement)

**E. Review Snowplowing concerns- Mark Anderson (Roads Committee)**

**F. Removal of Tree Debris at Tighe-Schmitz Park**

**G. Committee Appointments -Wingfield**

(same as last year, but combine Budget and Finance committees)

**H. Water Committee Appointments- Wingfield**

(Paul Steinhauser and Craig Aichele and one council member; consider ad hoc group vs. formal committee)

**I. Volunteer recognition event –Wingfield**

(Gene and Shirley Ruehle have volunteered to help coordinate)

**J. City Hall Sidewalk – Wingfield/ Donovan**

(Treacherous in frosty conditions; needs to meet ADA requirements)

**K. Consider Leaf pick up payment/cost sharing options**

**L. Staff Reports**

**ADJOURN**

**CITY OF BIRCHWOOD VILLAGE  
STATE OF MINNESOTA**

**RESOLUTION 2014-06**

**A RESOLUTION SETTING THE SEWER RATES FOR THE  
CITY OF BIRCHWOOD VILLAGE**

WHEREAS, the City of Birchwood Village City Council approved an increase in the sewer rates May 8, 2012; and

WHEREAS, the City of Birchwood Village City Council discussed the possibility of an increase to sewer rates at their November 19, 2013 continued City Council meeting; and

WHEREAS, the City held a public hearing at the January 14, 2014 City Council meeting to continue discussion of a sewer rate increase; and

WHEREAS, the increase in sewer rates would allow for a sufficient base fee to cover non-usage based costs as well as provide funds for future capital needs.

WHEREAS, the Sewer rates will increase in accordance to the schedule below:

Sewer Rates:

Rate per 100 cubic feet	\$ 3.12
Base fee (no minimum use)	\$36.00
Sewer only customers	\$70.00

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Birchwood Village approves the Sewer rates for the City of Birchwood Village.

Adopted this 14th day of January, 2014.

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Mary Wingfield, Mayor

**RESOLUTION 2014-01**

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

A RESOLUTION ACCEPTING A DONATION FROM ARTISTS GROUP MEMBERS, some of whom include, SALLY MCNAMARA, SUSAN TURNOCK, AND CARL & RUTH JOHNSON

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

The City Council accepts the following donation of \$140.00 from members of the Artists Group:

\$130.00 check delivered by Sally J. McNamara

\$10.00 cash

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2014.

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Mary Wingfield, Mayor

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

**RESOLUTION 2014-02**

**APPROVING OF THE RINK ATTENDANTS  
FOR THE 2013-2014 SKATING SEASON**

WHEREAS, the City of Birchwood Village has received applications from:

Dana Howe  
Tony Tierney  
Caitlin Howe  
Grant Ronrig

WHEREAS, these individuals have applied to be Rink Attendants for the 2013-2014 skating season; and

WHEREAS, the City will pay these individuals at a rate of \$8.00 per hour.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE, MINNESOTA, approve the rink attendants for the 2013-2014 Skating season.

Adopted this 14<sup>th</sup> day of January, 2014

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Mary Wingfield, Mayor

**RESOLUTION 2014-03**

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

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

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

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

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

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

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

I certify that the City of Birchwood Village adopted the above Resolution on this 14th day of January, 2014.

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Mary Wingfield, Mayor

**RESOLUTION 2014-04**

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

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

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

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

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

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

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

I certify that the City of Birchwood Village adopted the above Resolution on this 14<sup>th</sup> day of January, 2014.

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Mary Wingfield, Mayor

**RESOLUTION 2014-05**

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

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

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

The City Council designate The White Bear Press as its official newspaper.

I certify that the City of Birchwood Village adopted the above Resolution on this  
14<sup>th</sup> day of January 2014.

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Mary Wingfield, Mayor

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**CITY OF BIRCHWOOD VILLAGE  
REGULAR CITY COUNCIL MEETING  
NOVEMBER 12, 2013**

**MINUTES**

**I. CALL TO ORDER**

**MEMBERS PRESENT:** Mayor Wingfield, Councilmembers Bill Hullsiek, Randy LaFoy, Greg Donovan and Kevin Woolstencroft

**MEMBERS ABSENT:** None

**STAFF PRESENT:** John Lund and Charlie Yunker

**OTHERS:** Gene Ruehle

**II. PLEDGE OF ALLEGIANCE**

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

**III. APPROVE NOVEMBER 12, 2013 AGENDA**

**Mayor Wingfield** added Item VIII.d., Discussion of Catch Basins; and, Item VIII.e., Discussion of Boat Fees through Utility Billing.

**Mayor Wingfield** talked about the issue of speed and asked if the Road's Committee had a recommendation. She said there was a public hearing in September but they didn't act on it last month because they wanted to hear more about it. **Councilmember Donovan** said they didn't cover speeds they covered stop signs. He asked if anyone has heard any residents against it. **Councilmember Hullsiek** said he heard several people saying that it has been wonderful and ever since the road has been closed off, the speeds have been dramatically reduced. **Mayor Wingfield** noted they would incorporate the discussion of the speed issue through the Road's Committee.

**MOTION WAS MADE BY MAYOR WINGFIELD TO ADOPT THE AMENDED AGENDA AND SECONDED BY COUNCILMEMBER HULLSIEK. ALL AYES. MOTION PASSED.**

**IV. PUBLIC FORUM**

**a. Leaf Pick Up on November 16-17**

**Mayor Wingfield** reminded everyone that leaf pick up is Saturday and Sunday.

**b. Canoes at Birch**

**Mayor Wingfield** said there are a number of canoes that have not been removed at Birch and there is a liability issue. **Councilmember LaFoy** said they are supposed to give the clerk the names of those who have the canoes.

46 c. **Update by State Representative Fisher**

47 **Peter Fisher, State Representative**, said he wanted to give an update with what happened at  
48 the last legislative session. He talked about the sales tax, reported on the ground water around  
49 White Bear Lake, and said a committee was put together to come up with options. He stated  
50 there will be a preliminary report on January 15<sup>th</sup>.

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52 **Mr. Fisher** said they also authorized money for the USGS to finalize a study they did in White  
53 Bear Lake. Another thing they tried to do was get legislation for a commission on water. He  
54 noted there are 15 other areas with a water crisis. He said that they didn't realize that a  
55 commission would have to be passed by the Senate so they will be coming back next year. **Mr.**  
56 **Fisher** said they have a large working group of 25 legislators talking about what's going on in the  
57 area. By the end of the month, the DNR will have the first management area around White Bear  
58 Lake but they aren't sure what kind of impact it will have. He said they are trying to figure out  
59 ways to address issues. **Mr. Fisher** commented on the surface area and said they have  
60 proposals to see what they can do to bring the water levels back up. He said they are also  
61 working with local communities. Next week he will be calling leaders from the communities to  
62 let them know where things are. He noted the Met Council and DNR have an outline on their  
63 issues. **Mr. Fisher** said the water rates would be changing to implement more of a water  
64 conservation pricing structure. He noted a lot of solutions will be costly and they also realize  
65 this is the third largest lake in the metro area.

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67 **Councilmember Hullsiek** asked about a smart grid technology for water management similar to  
68 the ones electrical companies use to measure. **Mr. Fisher** said that's a great idea. There is  
69 about 20% ground water that is not permitted by the DNR. He noted communities are more  
70 efficient than they used to be. **Councilmember Hullsiek** said they should have more real time  
71 usage. He noted he works for Excel Energy.

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73 **Mayor Wingfield** said one of her concerns is that it's tragic they use water to flush toilets and  
74 clean cars. She said the transferring of water doesn't get talked about and it is unfortunate they  
75 have to trade one for the other. **Mr. Fisher** said they talked about the regional plat concept for  
76 irrigation at golf courses. He also noted that out west, they have a third pipeline for gray water  
77 that would be major infrastructure changes and replacing pipelines.

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79 **Councilmember LaFoy** asked Mr. Fisher to mention the different committees he is on. **Mr.**  
80 **Fisher** said he is on the Environmental Natural Resource Policy Committee as Vice Chair, Health  
81 and Human Services Finance, Housing Committee and Labor and Regulated Industries (phone  
82 and cable). He said if there are ever any issues he will help advocate.

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84 **Mayor Wingfield** commented on building a hockey warming hut and said they spent around  
85 \$20,000 for real costs. She asked about getting a credit on the sales tax for the purchases. **Mr.**  
86 **Fisher** said he thought it would start July 1<sup>st</sup> next fiscal year (2014) but would double check on  
87 that.

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89 **Councilmember Donovan** asked if the state appointed a new broadband commission yet. **Mr.**  
90 **Fisher** responded that they were going through an application process and as of a month  
91 ago, it was still vacant.  
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**d. City Clerk Position**

**Ed Bryne** asked about the status of the City Clerk position. **Charlie** said they are in the stages of reviewing the applications. He noted there were about 12-15 applications and all applicants would be noted one way or another. **Mayor Wingfield** noted that St. Anthony is doing the evaluations, screening and scoring.

**V. CONSENT AGENDA**

**Mayor Wingfield** asked for Item A to be removed from the Consent Agenda.

**Councilmember Donovan** clarified TimeSaver would be doing the minutes. **Charlie** said they are going to take over with this meeting.

**Mayor Wingfield** also removed the check for the Mayor's Association under the Treasurer's report.

- a. **Treasurer's Report and Disbursement for October 2013.**
- b. **Resolution 2013-23; a Resolution to Approve the Rink Attendants for the 2013-2014 skating season.**
- c. **Resolution 2013-24; a Resolution to Approve the Contract with TimeSaver, Inc. for the Services of Recording Secretary for Birchwood Village for the period of November 1, 2013 to December 31, 2013.**

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER HULLSIEK TO ACCEPT THE AMENDED CONSENT AGENDA. ALL AYES. MOTION PASSED.**

**a. Approval of October 8, 2013 Regular Meeting Minutes**

**Mayor Wingfield** stated there should be a correction to line 16 and 67, which now read Hanson. Also , referred to line 91 and suggested going in to a public hearing.

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER DONOVAN TO APPROVE THE OCTOBER 8, 2013 MEETING MINUTES AS AMENDED. ALL AYES. MOTION PASSED.**

**VI. PUBLIC HEARING**

**a. Resolution 2013-10; a Resolution to Certify Delinquent utility Accounts to Washington County**

**Mayor Wingfield** noted this is procedural in order to get the accounts over to the county for collections. She said there are 12 properties that would be certified.

There being no public input, Mayor Wingfield opened and closed the public hearing.

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE RESOLUTION 2013-10; A RESOLUTION TO CERTIFY DELINQUENT UTILITY ACCOUNTS TO WASHINGTON COUNTY. ALL AYES. MOTION PASSED.**

**b. Ordinance 2013-25; an Ordinance to Amend Section §605.021 Animal Licensing of the Birchwood City Code**

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**Mayor Wingfield** explained the rabies proof would be three years instead of two years. She noted the resolution is prepared and they are ready for publication.

There being no public input, Mayor Wingfield opened and closed the public hearing.

**MOTION MADE BY COUNCILMEMBER HULLSIEK AND SECONDED BY COUNCILMEMBER DONOVAN TO AMEND ORDINANCE 2013-25; AN ORDINANCE TO AMEND SECTION §605.021 ANIMAL LICENSING OF THE BIRCHWOOD CITY CODE. ALL AYES. MOTION PASSED.**

**VII. REPORTS FROM COMMISSIONS & COMMITTEES**

**a. Road's Committee**

**i. Discussion of 2014 Seal Coating**

**Gene Ruehle, 262 Wildwood**, suggested using rain barrels. He talked about the old business and said the chip seal bid hasn't been accepted. The recommendation from the committee was to accept the bid for the summer of 2014, which would be between \$37,000 and \$38,000.

**Councilmember Donovan** said the oil prices are low and should be locked in now. **Mayor Wingfield** agreed.

**MOTION MADE BY COUNCILMEMBER DONOVAN AND SECONDED BY COUNCILMEMBER HULLSIEK TO LOCK IN THE 2014 SEAL COATING BID. ALL AYES. MOTION PASSED.**

**ii. Signage**

**Mr. Ruehle** said the second issue is signage. He explained they debated about the 25 mph speed limit on the streets. He said there is a lot of use of that road and speeding. The estimate to put stickers on the signs is \$40.

**Mayor Wingfield** noted there are ten speed signs that would need to be changed so she thought it would be \$20 to change. **Mr. Ruehle** explained the number stickers would replace the existing numbers. **Mayor Wingfield** said 25 mph is very slow. **Councilmember Donovan** asked about other alternatives and said he wouldn't mind seeing that road closed. **Councilmember Woolstencroft** said closing a road is out.

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER DONOVAN TO CHANGE THE SPEED FROM 30 TO 25 MPH AND AUTHORIZE THE ROAD'S COMMITTEE TO IMPLEMENT AS SOON AS POSSIBLE. ALL AYES. MOTION PASSED.**

**iii. Other**

**Mayor Wingfield** said the traffic numbers had 10,000 vehicle trips per week. The council talked about a roundabout and the possibility of a county road that would share in the tax collection.

**Mr. Ruehle** reported that one member resigned, Tom Patsy. He said they would like to write something in the newspaper about joining the committee. **Mayor Wingfield** said a thank you should also be sent.

**Mr. Ruehle** said there were a lot of experimental things this past year and the committee is one. He stated it would be fun to show some recognition and invite the whole village to an evening. He talked about getting people involved.

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**b. Finance and Budget Committee**

**John Lund**, Park and Recreation, said the warming house is coming along well. He showed what the plaque will look like. **Mayor Wingfield** noted there is around \$14,000 in donations.

**Mr. Lund** reviewed the park budget for 2014 and said the wages and salaries are \$7,500 and the summer help is \$600 for a total of \$8,100 for 2014. Supplies under landscape total \$240 for trees and more plants. He commented on the repair and maintenance and said the hockey rink floor will need to be painted next year and the material cost only is \$2,500. He noted he will power wash it and will use an industrial painter. The boards also need to be repaired at \$500. **Mr. Lund** said the playground equipment cost is \$900 for new chains, 2 swings and a new baby swing. He commented on the tennis court and said they took down the tree and still have to cut out 60 feet of root that has raised the court and is a hazard for people playing. The contingency repair and maintenance has \$700. **Mr. Lund** said it would be \$300 for 2 hockey net replacements. He reviewed the electricity and said the proposed number is \$16,000 from the general fund and \$4,700 for park projects. The park project fund proposal sign is at \$1,000. It is \$2,500 to remove trees by the hockey rink.

**c. Parks Committee**

**Mayor Wingfield** talked about having the Parks Committee available for fun projects next year. She said they also need to recognize people who have done something, possibly name the park after somebody, and do something positive to recognize the community and history.

**Mr. Lund** commented on donating his labor time.

**Councilmember Donovan** asked how many rink attendants there will be. **Mr. Lund** said five so far and two are new this year and have to be approved.

**Mayor Wingfield** talked about paying \$10 per meeting and said she would prefer to recognize people and would like to see a volunteer recognition with a catered meal. She will work with Gene Ruehle to come up with a recognition event since per diem was not included in the parks budget for 2014.

**Mayor Wingfield** noted she thinks the parks should maintain the Music in the Parks. She said she would also like to see when bands come they are well received and if not, it is addressed. She said there is \$1,500 in the budget. The council agreed.

**Mayor Wingfield** said they have volunteer painters for the signs, so the sign at Tighe-Schmitz will be repaired and replacement is not necessary.

**d. Personnel Committee**

**i. Update on Hiring City Clerk and Treasurer**

**Charlie** said the Personnel Committee was already mentioned. He said they plan to go through the personnel liaisons.

**e. Dock Association**

**i. Minutes from the October 22, 2013, Workshop**

**MOTION MADE BY COUNCILMEMBER HULLSIEK AND SECONDED BY COUNCILMEMBER DONOVAN TO WAIVE THE \$500 DOCK FEE PART OF THE DOCK BILL. ALL AYES. MOTION PASSED.**

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**VIII. GENERAL BUSINESS OF THE COUNCIL**

**a. Water and Sewer Rates**

**Mayor Wingfield** stated that Shelly from St. Anthony Village requested to continue the meeting until next Wednesday to discuss the different options presented on the water rates. She noted the sewer rates are not keeping up with expenses and White Bear increased costs significantly.

The Council decided to meet next Wednesday at 7:30 p.m. to take action on the rates.

**b. Discussion on RFP's for City Attorney Services**

**Mayor Wingfield** reported on the RFP's for city attorney services. She said they asked the same five firms and received four bids. She said they are paying \$145/hour for general lawyer services and a couple of the bids came in at \$120/hour. **Charlie** said he will send the resumes to the council. The council agreed to invite LeVander, Gillen and Alan Kantrud for interviews at the December City Council meeting.

**c. Discussion on Findings Regarding Nuisances**

**Councilmember LaFoy** said a handout was provided on nuisances. He stated the code includes the state statute. He talked about looking at Hopkins. **Mayor Wingfield** said she would like something done this spring.

**d. Discussion on Catch Basins**

**Mayor Wingfield** said there are nine or ten catch basins and three of them are full. The fourth one is on Cedar and Hall. The sediment goes in and when it becomes full, it goes on someone's lawn. She said they are spending \$200 a month so the catch basin is redundant. The council requires the engineer to look into the situation.

**Councilmember Hullsiek** talked about putting together a lift station sewer policy.

**e. Discussion of Boat Fees through Utility Billing**

**Mayor Wingfield** said she met with the dock people and there are a few gaps as to who has slips that they haven't collected.

**IX. STAFF REPORTS**

The utility billing is set up and ready to go and staff is working on items for the newsletter.

The Council talked about updating contact information.

**Councilmember LaFoy** showed the video on demand of council meetings.

**X. ADJOURN / RECESS**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY TO RECESS THE MEETING TO WEDNESDAY AT 7:30 P.M. AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED.**



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**Mayor Wingfield** asked if there were any changes to the Consent Agenda. She noted what was submitted for the Treasurer's Report included things that they had under consideration in November.

- a. **Approval of November 12, 2013 Regular Meeting Minutes and Continued November 20, 2013 City Council Meeting.**
- b. **Treasurer's Report and Disbursement for November 2013.**

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO ACCEPT THE AMENDED CONSENT AGENDA. ALL AYES. MOTION PASSED.**

**VI. PUBLIC HEARING**

**a. Levy Certification**

**Mayor Wingfield** stated the amount is \$326,299 and asked for a motion to open the public hearing.

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER DONOVAN TO OPEN THE PUBLIC HEARING AT 7:06 P.M. ALL AYES. MOTION PASSED.**

**Mayor Wingfield** said since there are no comments she would ask for a motion to close the public hearing.

**MOTION MADE BY COUNCILMEMBER DONOVAN AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO CLOSE THE PUBLIC HEARING AT 7:07 P.M. ALL AYES. MOTION PASSED.**

**MOTION MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER DONOVAN TO PASS RESOLUTION 2013-26; ADOPTING THE FINAL LEVY ON REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA PAYABLE IN FISCAL YEAR 2014. ALL AYES. MOTION PASSED.**

**VII. GENERAL BUSINESS**

**a. City Attorney Interview - LeVander, Gillen & Miller, PA - Bridget McCauley Nason is presenting. (7:00 p.m.)**

**Mayor Wingfield** explained they asked for a number of proposals and narrowed it down to a couple interviews. She asked the firms to talk about why they are here and what they can do for Birchwood Village.

**Bridget Nason** and Dave Kendall said LeVander, Gillen & Miller is a 13-attorney law firm located in South St. Paul. The law firm is organized into several different practice groups including real estate land use and municipal practice. The strongest group is the municipal practice group. More than 50% of the firm's total billed hours typically come from in the area of municipal law practice. Attorney Nason said the firm currently provides services to eight municipalities in Washington County, Dakota County, and Anoka County. She stated together they have over 100

94 years of cumulative municipal law experience. She introduced Dave Kendall who would be in  
95 charge of the prosecution component contract.

96  
97 **Dave Kendall** said for the last ten years, he has exclusively been doing city prosecutions. He  
98 noted they prosecute for large cities small cities including a lot of trials. They are skilled and  
99 ready to go to trial when needed. He stated they value every client and every case. Attorney  
100 Kendall said they would be pleased to represent the city.

101  
102 **Bridget Nason** said she has been practicing law for over eight years. She said her total billable  
103 hours over 84% were spent representing municipal clients. The firm also represents the  
104 adjacent municipality, Mahtomedi, and a small community called Sun Fish Lake. She  
105 commented on lake-related issues and said they also have experience in dealing with White  
106 Bear Lake. She stated there is also a strong residential character. Attorney Nason said she  
107 knows the city recently signed the contract for law enforcement services and her firm took the  
108 lead and she drafted that contract.

109  
110 **Mayor Wingfield** asked who would be the main contact. **Attorney Nason** responded that she  
111 would be the main contact. She noted in the proposal there is a backup attorney.

112  
113 **Councilmember LaFoy** asked if there is different hourly billing for attending a council meeting.  
114 **Attorney Nason** said they are flexible. The proposed fee schedule included in the RFP was an  
115 hourly schedule. She noted when she submitted the proposed fee schedule the rates were  
116 based off a number of things including current municipal rates for other cities as well as the  
117 rates for Mahtomedi. Since that proposal was submitted, the rate was up to \$195 per hour and  
118 they are proposing \$150 per hour. The reason it was listed at \$195 per hour is because the city  
119 attorney's office was drafting a number of the development related documents. **Attorney**  
120 **Nason** said they are also open to a hybrid flat fee schedule.

121  
122 **Councilmember LaFoy** asked how they handle a case where there is a garbage house. **Attorney**  
123 **Nason** said that is one of the biggest challenges. She explained they work with city staff and  
124 some cities have implemented an administrative citation program. There is also the criminal  
125 court option but could be a long drawn out problem.

126  
127 **Mayor Wingfield** asked when a case becomes a League of Minnesota Cities issue. **Attorney**  
128 **Nason** said it depends on whether the city sues someone or someone sues the city. **Mayor**  
129 **Wingfield** commented on a title action and noted she is not sure on the status. She asked if  
130 they would have to continue to represent themselves. **Attorney Nason** said she thought that  
131 case was remanded. **Mayor Wingfield** said they would like an update on where their money is  
132 going. She asked if there would be a status report. **Attorney Nason** said they could provide  
133 quarterly reports with a breakdown and they do not bill for that so the council is aware of what  
134 they are working on.

135  
136 **Attorney Kendall** referred back to the garbage houses and said it depends on the size of the city  
137 and the resources of the city. He stated when you come at multiple angles you can get better  
138 results.

139

140 **Attorney Kendall** noted they will always be able to get someone on the phone that can answer a  
141 question and they all have smart phones as well.

142  
143 **Councilmember LaFoy** asked how they let the cities they represent know about changes in the  
144 law. **Attorney Nason** said they keep up to speed on the changes and communicate to the city  
145 council.

146  
147 **Councilmember Donovan** said they are struggling with an ordinance for some of the housing  
148 and rental issues. He asked if there is a model ordinance that they recommend. **Attorney**  
149 **Nason** said it depends on what they are trying to address. She said she would start at the  
150 League's website. **Councilmember Donovan** clarified a couple councilmembers could meet with  
151 her and come up with something.

152  
153 **Mayor Wingfield** said she knows both Bridget and Dave and works with them on a weekly basis.

154  
155 **TREASURER'S REPORT**

156 **Mayor Wingfield** asked the council to go back to the Treasurer's Report as three checks were  
157 added. She said the motion would be to include the council checks, Mayor's check, Planning  
158 Commission checks and Parks.

159  
160 **MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER DONOVAN**  
161 **TO ADD THE ABOVE TO THE TREASURER'S REPORT. ALL AYES. MOTION PASSED.**

162  
163 **e. City Attorney Interview – Alan Kantrud, PA – Alan Kantrud is presenting (7:30 p.m.)**

164 **Mayor Wingfield** asked for an overview. **Alan Kantrud** said he is also the White Bear Lake  
165 Conservation District Attorney and prosecuting attorney for 15 years so he is very familiar with  
166 the area. He stated he knows Randy, Mary and Greg. **Attorney Kantrud** said he also represents  
167 the City of Maplewood, Stillwater, and Fridley. He noted he does not have a big firm so his  
168 expenses are very low. He stated he knows what he is doing and has been around long enough  
169 to know what not to do.

170  
171 **Councilmember LaFoy** asked about the garbage house and how he would handle cases like that.  
172 **Attorney Kantrud** said there are a lot of state statutes that can be used. He stated cities are  
173 more powerful than they think.

174  
175 **Councilmember LaFoy** asked if there are changes in law how he would keep them abreast.  
176 **Attorney Kantrud** said a lot is not going to be relevant to the city but if it is relevant, he would  
177 give information that is needed. He talked about last year's standard for issuing variances.

178  
179 **Councilmember Donovan** clarified they would use certain statutes in place for garbage houses.  
180 **Attorney Kantrud** said they have a health officer and a police officer, usually give a deadline,  
181 and the county will work with them. He said the expenses incurred can be collected by taxing  
182 the property. He stated he does not like to create more law than they need. **Attorney Kantrud**  
183 said they have been working six years on a rental property ordinance and just decided not to do  
184 it.

185

186 **Councilmember Donovan** asked about attending the meetings. **Attorney Kantrud** said the only  
187 Tuesday conflict is the Conservation District meeting on the third Tuesday of the month. He said  
188 he would probably just come to the meetings to keep abreast.

189  
190 **Mayor Wingfield** asked how many office hours. **Attorney Kantrud** said it really depends but is  
191 probably 40% doing criminal and 60% doing civil. He noted he does have backup in the office.

192  
193 **Councilmember LaFoy** said he likes the hourly rates but when the RFP was sent in, his name was  
194 not on it. **Attorney Kantrud** said he just emailed the updated piece.

195  
196 **Mayor Wingfield** commented on the pricing and said he does not have the overhead. **Attorney**  
197 **Kantrud** said he likes being small. **Mayor Wingfield** said she is looking for good value and  
198 communication. **Attorney Kantrud** said he is usually proactive. **Mayor Wingfield** said she  
199 would support Alan because of the cost benefit.

200  
201 **MOTION MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO**  
202 **RETAIN ATTORNEY KANTRUD FOR SERVICES STARTING THE FIRST OF THE YEAR AND TO WORK**  
203 **WITH THE CURRENT CITY ATTORNEY TO GET THE FILES AND MAKE THE TRANSFER.**

204  
205 **Councilmember Donovan** said he has known Alan through the White Bear Lake Conservation  
206 District and knows he can take complex issues and make them easy to understand. He said he  
207 also appreciated his patience and the amount of research. He said he likes the fact that Alan  
208 would be there for guidance and it is not so much the price but the ability.

209  
210 **Attorney Kantrud** said he is very familiar with the other firm as they have been around for a  
211 long time and he has talked to them in the past about joining them. He stated he has enormous  
212 respect for that firm.

213  
214 **ALL AYES. MOTION PASSED.**

215  
216 **Attorney Kantrud** asked the City Clerk to write a letter and pass on the files as well as the status.

217  
218 **Mayor Wingfield** moved item 7.h. up on the agenda.

219  
220 **h. Steve Thatcher, Thatcher Engineering Update.**

221 **i. Consider Land Disturbance Policy;**

222 **ii. Catch Basin update;**

223 **iii. MS4 Permit Application (5 year application)**

224 **iv. City Code Revisions**

225 **Tom Meyer** said this came up in discussion a few months back and they were trying to come up  
226 with a better understanding of what rules are in place for land disturbance. He said they went  
227 through the city code and picked out the main areas that would apply to land disturbing  
228 activities. **Mayor Wingfield** explained this came when White Bear Lake sent permit applications  
229 that needed to be reviewed, so they thought they needed to add something. **Tom** passed out a  
230 handout, noting they are all currently in the books. **Mayor Wingfield** asked if they need to  
231 adopt each item. **Tom** said he would have to go back. **Councilmember LaFoy** clarified this is the  
232 current law.

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**Mayor Wingfield** asked Alan about adopting this. **Councilmember Donovan** said these are already in the code. **Attorney Kantrud** said this is just a fact sheet. He suggested attaching this sheet to the MS4 permits as part of the application strategy. **Mayor Wingfield** asked that Tom and Attorney Kantrud work together.

**Mayor Wingfield** provided an update on the catch basin. She said there is one that did not drain to the lake. **Tom** provided a handout. He said a couple catch basins were of concern and last month, they looked at those and drafted a memo. Catch basin number 13 is located on Cedar northeast of Hall and that is newly built that discharges about 170 feet into a grassed area. He said they could pick up the material that falls at the end of the pipe. Over time, there might be a larger maintenance to clean up the grass area.

**Mayor Wingfield** questioned the criteria of where the catch basins are placed. She said anytime there is a new catch basin, a new sump should be put in. She commented on the strainer issue. **Tom** said since June there has not been much sentiment to accumulate in the sump. He stated his recommendation is to continue to monitor that catch basin.

**Mayor Wingfield** said they had to reapply for an MS4 permit. That was submitted to the PCA and as a result, they have asked that more code be adopted. **Tom** said they are looking at using the Rice Creek rules and there is some language in the city code but nothing speaks to meeting the requirements. **Councilmember Donovan** said there are many overlapping agencies and suggested getting information from Rice Creek.

- b. **Resolution 2013-26; Adopting the Final Levy on Real Property located within the Corporate Limits of the City of Birchwood Village, Washington County, Minnesota payable in Fiscal Year 2014.**

**Mayor Wingfield** said this resolution was adopted earlier.

- c. **Resolution 2013-27; Adopting the Final Budget for the Municipal Operations of the City of Birchwood Village, Washington County, Minnesota for Fiscal Year 2014.**

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO ADOPT RESOLUTION 2013-27; ADOPTING THE FINAL BUDGET FOR THE MUNICIPAL OPERATIONS OF THE CITY OF BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA FOR FISCAL YEAR 2014. ALL AYES. MOTION PASSED.**

- d. **Resolution 2013-28; Authorizing Transfer of Special Funds.**

**Mayor Wingfield** provided an overview. She said the sewer enterprise fund has about \$115,000. She talked about the capital projects.

**MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER DONOVAN TO ADOPT RESOLUTION 2013-28; AUTHORIZING TRANSFER OF SPECIAL FUNDS. ALL AYES. MOTION PASSED.**

- e. **Resolution 2013-29; Animal Control Services Contract/liaison with Otter Lake Animal Care.**

**Mayor Wingfield** explained this is the Animal Care Clinic and there needs to be a separate contract. She referred to the last line on page 1 and changed it to read "claimed animals."

279 Councilmember Donovan referred to the compensation and questioned the disposal of an  
280 animal. He asked if that is disposal of a deer. Mayor Wingfield said she will ask.  
281 MOTION MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER LAFOY TO  
282 ADOPT RESOLUTION 2013-29 FOR ANIMAL CONTROL SERVICES FROM JANUARY 1, 2014  
283 TO DECEMBER 31, 2014 WITH THE INDICATED CHANGE. ALL AYES. MOTION PASSED.  
284

285 g. Discussion of 2014 Sewer Rates and Call for a Public Hearing at the January 14, 2014 City  
286 Council meeting.

287 Mayor Wingfield said the council had a workshop and agreed the water rates would stay  
288 the same and the sewer rates need to be increased in order to cover the capital costs and  
289 ongoing maintenance. Councilmember Donovan clarified they would have a committee  
290 look at the water rates.

291 MOTION MADE BY COUNCILMEMBER DONOVAN AND SECONDED BY COUNCILMEMBER  
292 LAFOY TO CALL FOR A PUBLIC HEARING ON JANUARY 14, 2014. ALL AYES. MOTION  
293 PASSED.  
294

295 h. Steve Thatcher, Thatcher Engineering Update.

- 296 i. Consider Land Disturbance Policy;
- 297 ii. Catch Basin update;
- 298 iii. MS4 Permit Application (5 year application)
- 299 iv. City Code Revisions

300 This item was considered earlier on the agenda.  
301

302 i. Review Rental Housing & Certificates for the City of St. Louis Park. Councilmember LaFoy.  
303 Councilmember LaFoy said he has highlighted a couple items to think about. He  
304 commented on training for rental owners. Mayor Wingfield recommended sitting down  
305 with Attorney Kantrud. She said she has some concerns about the language restrictions.  
306 Councilmember LaFoy noted a copy will be on the website or available with the City Clerk.  
307

308 j. Resolution 2013-30; Accepting a Donation from Jan Gilbertson, 1 Oakridge Drive  
309 Mayor Wingfield said the resolution is to accept the donation from Jan Gilbertson, which is  
310 the cost of the retaining wall and a thank you will be sent.

311 MOTION MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER DONOVAN  
312 TO ADOPT RESOLUTION 2013-30; Accepting a Donation from Jan Gilbertson, 1 Oakridge  
313 Drive. ALL AYES. MOTION PASSED.  
314

315 VIII. REPORTS FROM COMMISSIONS & COMMITTEES

- 316 a. Road's Committee
- 317 b. Finance and Budget Committee
- 318 c. Parks Committee
- 319 d. Personnel Committee

320 Councilmember Donovan provided an update and said he and Randy met with  
321 the City of Oakdale and they are going to send a more formal proposal.  
322

323 IX. STAFF REPORTS

324 No reports.  
325

326 **Councilmember LaFoy** suggested sending a thank you to the White Bear Lake Police  
327 Department for their service. **Mayor Wingfield** suggested drafting a letter.

328

329 **Mayor Wingfield** noted there is a potluck on January 16, 2014.

330

331 X. **ADJOURN / RECESS**

332 **MOTION WAS MADE BY COUNCILMEMBER LAFOY TO ADJOURN THE MEETING AT 8:38 P.M.**

333 **AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED.**

**CITY COUNCIL SPECIAL MEETING FOR THE REQUIRED PROPERTY TAX HEARING**

December 12, 2013

CALL TO ORDER: Vice-Mayor LaFoy called the meeting to order @ 7:00 p.m.

MEMBERS PRESENT: Vice-Mayor LaFoy, Council members Greg Donovan and Kevin Woolstencroft.

Staff Present: none

Other Members Present: Chris Mickelson from the City of Oakdale

Agenda: Approval of 2014 Budget and Levy.

MOTION WAS MADE BY DONOVAN TO APPROVE THE AGENDA. SECONDED BY COUNCIL MEMBER WOOLSTENCROFT.  
ALL AYES. MOTION PASSED.

Vice-Mayor LaFoy opened the tax hearing. There was no one from the public present.

MOTION WAS MADE BY DONOVAN TO APPROVE CLOSE THE MEETING. SECONDED BY COUNCIL MEMBER WOOLSTENCROFT.  
ALL AYES. MOTION PASSED.

MOTION WAS MADE BY DONOVAN TO APPROVE THE 2014 BUDGET AND 2014 LEVY. SECONDED BY COUNCIL MEMBER WOOLSTENCROFT.  
ALL AYES. MOTION PASSED.

Guest Chris Mickelson spoke to the Council regarding Oakdale's proposal to work with the City of Birchwood Village as Clerk and Treasurer. There was no action.

MOTION WAS MADE BY DONOVAN TO ADJOURN. SECONDED BY COUNCIL MEMBER WOOLSTENCROFT.  
ALL AYES. MOTION PASSED.

**City of Birchwood Village Contract for Attorney Services**

**RECITALS**

This AGREEMENT entered into this 1st day of January, 2014, (the "Effective Date") by and between the City of Birchwood Village, (hereinafter referred to as "City") and H. A. Kantrud, P.A. (hereinafter referred to as "Kantrud" or "Attorney" or "Firm").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties**

The City hereby agrees to retain Attorney as the City Attorney and Prosecutor to perform the functions and duties of City Attorney and Prosecutor and such other legally permissible and proper functions and duties as the City Council from time to time shall assign. Said duties shall be consistent with and guided by the course-of-conduct established through the previous period of representation and the parties agree that the established duties thereof are mutually satisfactory.

**Section 2. Remuneration**

The City agrees to pay Firm for services rendered pursuant hereto at an hourly rate per the RFP that has been submitted to the City previously: As the principal attorney for the City compensation of \$100.00 per hour for non-court related time; \$120.00 per hour for in-trial time, and \$120.00 per hour for litigation-related time outside of court, i.e., mediation and other ADR.

Administrative assistant will be billed at a flat rate of \$40.00 per hour

Special projects, appeals, legislative activities or protracted civil litigation for which the City requests representation shall be billable separately with reference to that individual project. Direct expenses related to such projects or litigation such as printing, copying, equipment rental and travel expenses shall be itemized and billed separately as well and approved separately.

**Section 3. General Provisions**

**A. Contract Length** - The contract shall be effective upon the date of acceptance by the City and the Attorney and expire upon proper notice and cancellation by either party. This contract may be canceled by the City or the Attorney upon thirty (30) days written notice of such cancellation. In the event of termination of the contract, there shall be no further obligation on the part of the City to the Attorney save and except for payment of sums due and owing for expenses and work incurred by the Attorney prior to the date of termination. Any continuing representation for agreed-upon cases still in controversy at the time of cancellation shall be agreed to in a successor agreement.

**B. Rights of Use**

The Attorney agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Attorney or anyone acting on behalf of the Attorney as a result of this Agreement, e.g., property appraisals or other data generated by third parties.

### **C. Indemnification**

The Attorney shall defend, indemnify and hold harmless the City and its officials, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the Attorney's (including its officials, agents) performance of the duties required under the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or to the injury to or the destruction of property, including a loss of use resulting there from, and is caused in whole or in part by any negligent act or omission or misconduct of the Attorney.

### **D. Insurance**

During the term of the contract, the Attorney shall maintain the following minimum insurance coverage:

1. Comprehensive General Liability Insurance: Bodily injury in the amount of at least \$1,000,000 per individual and \$1,000,000 for injuries or death arising out of each occurrence. Property damage liability in the amount of \$1,000,000 for each occurrence.
2. Automobile Liability Insurance: At least \$300,000 per individual and \$1,000,000 per occurrence for any injuries, including death, arising out of each occurrence, and property damage coverage of \$1,000,000 for each occurrence.
3. Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd 2.
4. Professional Liability Insurance in the amount of \$1,000,000 during the term of the contract.

### **E. Independent Consultant**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Attorney as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Attorney and staff are to be and shall remain an independent Consultant with respect to all services performed under this contract. Attorney will secure at his own expense, all personnel required in performing services under this contract. Any and all personnel of the Attorney or other persons, while engaged in the performance of any work or services required by the Attorney under this contract shall not be considered employees of the City, and any and all claims that may arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Attorney, his officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Attorney shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

### **F. Non-Discrimination**

During the performance of this contract, the Attorney will not discriminate against any

employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. Attorney will take affirmative action to insure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Attorney agrees to post in places that are available to employees and applicants for employment, notices that set forth the provisions of this nondiscrimination clause.

**G. Human Rights**

The Attorney agrees to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

**H. Americans with Disabilities Act**

The Attorney agrees to comply with the Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Attorney agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Attorney.

**I. Sublet/Assign**

The contract shall not be assignable except at the written consent of the City.

**J. Data Practices**

The Attorney will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13, of the Minnesota Statutes.

**K. Audit**

All books, records, documents, and accounting procedures of the Attorney, relevant to the contract, are subject to examination by the City and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subd. 5.

**L. Laws**

Attorney will comply with all applicable local, state and Federal laws, rules and regulations in the performance of the duties of the contract. The Attorney will comply with and be governed by all laws of the State of Minnesota as well as any and all interpretations or lawsuits arising out of this Agreement.

**M. Termination**

The contract may be terminated for any reason upon giving thirty (30) days advanced written notice to the other party. The City or Attorney may cancel this contract at any time in the event of default or violation by the Attorney or City of any provision of the contract. It is hereby acknowledged and understood that upon termination of this Agreement all original documents retained by Attorney that are the property shall be returned to the City and all active files shall be transferred to the successor attorney of their firm within 30 days of termination of the Agreement at no cost to City.

IN WITNESS WHEREOF, the parties here to have signed and executed this Agreement,

both in duplicate, effective on the day and year first above written.

CITY OF BIRCHWOOD VILLAGE

H. A. Kantrud, P.A.

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**Birchwood Village  
Treasurer Report  
1-6-2014  
Council Meeting 1/14/2014**

To: City Council  
From: Charlie Yunker, Treasurer

**Financial Report**

*Attached are the CTAS reports:*

*The **DISBURSEMENTS REGISTER** is for those claims presented for approval and/or payment this eve. Disbursement Register includes check numbers or EFT identifier. **THE DISBURSEMENT REGISTER is for expenses of period between council meetings (December 8 – January 8, 2014).***

*The **Interim Financial Report** shows the year to date totals for each revenue and expense of each Fund. The report is presented by ACCOUNT code. Fund 100 is the operating fund (General Fund) for which property taxes are levied, and also includes other revenues the city receives. In the disbursement section of this report you will find a running total (YTD) and variance (remaining balance) of the full year budgeted amount for each category of expense. **The Interim Financial Report is provided for 2013 through council meeting date December, 2013 to provide balance remaining for budgeted items.***

*The **Cash Balance Statement** is the beginning balances (same as: prior year-end). The beginning balances are all cash balances – which reside at 4M Fund /US Bank (checking for operating funds, savings, enterprise fund accounts for various funds & reserves). Special Revenue Project FUND includes budget for special projects for Elm Easement (Assigned Fund #211) & Turf Management projects established in 2012. **Special Revenue Fund #225 added for warming house donations.***

Please call/email with any questions.

*Charlie Yunker,* Birchwood City Treasurer

Fund Name: All Funds  
Date Range: 12/09/2013 to 01/09/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
12/19/2013	Payroll Period Ending 12/19/2013		28065	\$131.09	100-45200-100	\$131.09
12/19/2013	Payroll Period Ending 12/19/2013		28066	\$554.10	100-41310-100	\$554.10
12/19/2013	Payroll Period Ending 12/19/2013		28067	\$554.10	100-41310-100	\$554.10
12/19/2013	Payroll Period Ending 12/19/2013		28068	\$554.10	100-41310-100	\$554.10
12/19/2013	Payroll Period Ending 12/19/2013		28069	\$169.92	100-45200-100	\$169.92
12/19/2013	Payroll Period Ending 12/19/2013		28070			VOID
12/19/2013	Payroll Period Ending 12/19/2013		28071	\$118.20	100-45200-100	\$118.20
12/19/2013	Payroll Period Ending 12/19/2013		28072	\$118.20	100-45200-100	\$118.20
12/19/2013	Lund, John	Commissioner per diem	28073	\$100.00	100-41800-180	\$100.00
12/19/2013	Harrod, Debbie	Commissioner per diem	28074	\$80.00	100-41800-180	\$80.00
12/19/2013	McCormick, John	Parks - Per Diem 2013	28075	\$70.00	100-41800-180	\$70.00
12/19/2013	Karleen Corliss	Commissioner per diem 2013	28076	\$50.00	100-41800-180	\$50.00
12/19/2013	Cavenor, Katie	Per Diem - Parks 2013	28077	\$90.00	100-41800-180	\$90.00
12/19/2013	Sara Nephew	Commissioner per diem 2013	28078	\$50.00	100-41800-180	\$50.00
12/19/2013	Krinke, Bea	Commissioner per diem 2013	28079	\$30.00	100-45200-180	\$30.00
12/19/2013	Paradise, Kelly	Per Deim - Parks Comm 2013	28080	\$20.00	100-41800-180	\$20.00
12/19/2013	Eckers Jim	Commissioner per diem 2013	28081	\$40.00	100-41800-180	\$40.00
12/19/2013	Manship Plumbing & Heating Inc	Dec pmt	28082	\$550.00	601-43180-305	\$550.00
12/29/2013	Xcel Energy	DEC lift stations AUTO PAY	12/27 auto	\$347.56	605-43190-380	\$347.56
12/29/2013	Payroll Period Ending 12/29/2013		28083	\$1,010.25	100-41310-100	\$1,010.25
01/06/2014	Maya K Comfort	12-15-13 - 12-31-13 Gross Pay	28118	\$304.00	100-45200-100	\$304.00
01/06/2014	Johnny P Dow	12-15-13 - 12-31-13 Gross Pay	28119	\$280.00	100-45200-100	\$280.00

**City of Birchwood Village**

**Disbursements Register**

**01/09/2014**

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
01/06/2014	Michael McGill	12-15-13 - 12-31-13 Gross Pay	28120	\$168.00	100-45200-100	\$168.00
01/06/2014	Grant A Rohrig	12-15-13 - 12-31-13 Gross Pay	28121	\$116.00	100-45200-100	\$116.00
01/06/2014	Samuel H Statt	12-15-13 - 12-31-13 Gross Pay	28122	\$208.00	100-45200-100	\$208.00
01/06/2014	Allison LeeAnn Winter	12-15-13 - 12-31-13 Gross Pay	28123	\$268.00	100-45200-100	\$268.00
01/08/2014	Ronnan, Kenny	Dec 13 (3.5 hrs) Service 2013	28084	\$78.75	100-41950-305	\$78.75
01/08/2014	KEJ Enterprizes	December plowing	28085	\$4,402.00	100-43125-305	\$4,402.00
01/08/2014	Northeast Youth & Family Services	2nd half Participation 2013	28086	\$919.00	100-41905-435	\$919.00
01/08/2014	On-Site Sanitation Inc	Rental Unit - TS & Tennis Court Nov 2013	28087	\$145.74	100-45200-305	\$108.33
					100-45200-305	\$37.41
01/08/2014	City of St. Anthony Village	ub billing and costs	28088	\$2,199.68	601-41420-210 601-41430-210 601-41500-305 605-41420-210 605-41430-210 605-41500-305	\$106.64 \$126.06 \$867.14 \$106.64 \$126.06 \$867.14
01/08/2014	Menards - Maplewood	Warming House Supplies	28089	\$299.00	210-45200-520 210-45200-520 210-45200-520	\$43.41 \$81.71 \$32.79 \$141.09
01/08/2014	City of Roseville	IT Services Dec 2013	28090	\$368.75	100-41900-300	\$368.75
01/08/2014	Comcast	Cable TV service Fee (4 mos)	28091	\$6.34	100-41940-380	\$6.34
01/08/2014	Thatcher Engineering, Inc	MS4 Permit / Sewer policy	28092	\$1,932.85	100-41650-300 605-41650-300	\$1,707.85 \$225.00
01/08/2014	City of Birchwood Village	City Hall Utility Billing Qtr 3 - 2013	28093	\$47.59	100-41940-380	\$47.59
01/08/2014	Xcel Energy	Electric For Street Lights NOV 13	28094	\$1,244.95	100-43160-380	\$1,244.95
01/08/2014	City of White Bear Lake Public Work	Billing for NOVEMBER 2013 Pubic Works	28095	\$1,495.50	605-43190-305	\$1,495.50
01/08/2014	STRAUSS SKATES & BICYCLES	2 Hockey nets	28096	\$90.00	100-45200-210	\$90.00
01/08/2014	Qwest/CenturyLink	Phone/Fax lines dec 2013	28097	\$70.96	100-41940-321	\$70.96
01/08/2014	S&T Office Supplies	Office Supplies	28098	\$212.33	100-41420-200	\$212.33
01/08/2014	Time Savers	November Minutes 2013	28099	\$192.90	100-41400-300	\$192.90
01/08/2014	Xcel Energy	Electric For warming house	28100	\$107.17	100-45200-380	\$107.17

## City of Birchwood Village

## Disbursements Register

01/09/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
01/08/2014	Xcel Energy	Electric For city hall	28101	\$276.12	100-41940-380	\$276.12
01/08/2014	TSE, INC	City Hall Cleaning 09/26/13	28103	\$19.00	100-41940-305	\$19.00
01/08/2014	Manship Plumbing & Heating Inc	dec water main break 12/16-17	28104	\$1,560.00	601-43185-305	\$1,560.00
01/08/2014	HD Supply Waterworks, Ltd	water main break	28105	\$744.17	601-43185-220 601-43185-220	\$281.47 \$462.70
01/08/2014	FP Mailing Solutions	Postage Machine - nov-feb rental	28106	\$125.34	100-41430-230	\$125.34
01/08/2014	Metropolitan Council Env. Service	Wastewater Service Jan 2014	28107	\$3,701.31	605-43190-217	\$3,701.31
01/08/2014	Wingfield, Mary	Reimburse city expense- dog tags	28108	\$63.69	100-42810-210	\$63.69
01/08/2014	City of White Bear Lake Bldg Inspec	Bldg Inspections - Nov 2013	28201	\$813.00	100-42401-305	\$813.00
01/09/2014	Time Savers	December Minutes 2013	28124	\$160.95	100-41400-300	\$160.95
01/09/2014	City of St. Anthony Village	Financial Services	28125	\$3,821.86	100-41000-300	\$3,821.86
01/09/2014	Infratech Technologies, Inc	Catch Basins	28126	\$880.00	605-43190-305	\$880.00
01/09/2014	TSE, INC	City Hall Janitorial 12/19/13	28127	\$19.00	100-41940-305	\$19.00
01/09/2014	BF Lauzon Enterprizes Inc	Snow Removal - December 5, 201	28128	\$200.00	100-43125-305	\$200.00
01/09/2014	Thatcher Engineering, Inc	MS4 Permit / CB Inspection Memo/Stormwater	28129	\$786.60	100-41650-300	\$786.60
<b>Total For Period</b>				<b>\$32,966.07</b>		
<b>Total Year To Date</b>				<b>\$673,905.97</b>		

Fund Name: All Funds  
 Date Range: 12/09/2013 to 01/09/2014

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
12/13/2013	Residents - via St Anthony Village	UB collections	1115	\$2,600.77	601-34110	\$1,214.20
					601-34170	\$36.57
					605-34190	\$1,350.00
12/20/2013	Residents - via St Anthony Village	UB collections	1117	\$6,086.36	210-32260	\$100.00
					601-34110	\$860.69
					601-34110	\$1,924.42
					601-34160	\$11.18
					601-34170	\$85.44
					605-34160	\$23.80
					605-34190	\$1,701.90
					605-34190	\$1,378.93
12/23/2013	Residents - via St Anthony Village	UB collections	1116	\$3,749.37	601-34110	\$2,078.33
					601-34160	\$9.53
					601-34170	\$41.11
					605-34160	\$15.94
					605-34190	\$1,604.46
12/27/2013	Residents - via St Anthony Village	UB collections	1118	\$2,054.05	601-34110	\$890.62
					601-34160	\$0.90
					601-34170	\$32.20
					605-34160	\$1.50
					605-34190	\$1,128.83
<b>Total For Period</b>				<b>\$14,490.55</b>		
<b>Total Year To Date</b>				<b>\$377,031.59</b>		

As of 12/31/2013

## General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$336,013.00	\$175,926.87	(\$160,086.13)
Total Acct 310	\$336,013.00	\$175,926.87	(\$160,086.13)
Building Permits	\$8,500.00	\$7,085.62	(\$1,414.38)
Dog Licenses	\$200.00	\$55.00	(\$145.00)
Zoning App Fee	\$0.00	\$618.00	\$618.00
Total Acct 322	\$8,700.00	\$7,758.62	(\$941.38)
State Grants and Aids	\$0.00	\$119.00	\$119.00
Local Government Aids	\$238.00	\$0.00	(\$238.00)
Total Acct 334	\$238.00	\$119.00	(\$119.00)
Recycle Grant	\$1,000.00	\$1,678.00	\$678.00
Cable Comm. Grant	\$7,000.00	\$6,288.30	(\$711.70)
Total Acct 336	\$8,000.00	\$7,966.30	(\$33.70)
City Hall and Garage Rent	\$500.00	\$468.00	(\$32.00)
Total Acct 341	\$500.00	\$468.00	(\$32.00)
Fines	\$650.00	\$763.26	\$113.26
Total Acct 351	\$650.00	\$763.26	\$113.26
Delinqnt Utilities - Garb/CEC	\$0.00	\$624.24	\$624.24
Miscellaneous	\$100.00	\$0.00	(\$100.00)
Total Acct 361	\$100.00	\$624.24	\$524.24
MISCELLANEOUS REVENUES	\$0.00	\$11.48	\$11.48
Interest Earnings	\$50.00	\$91.40	\$41.40
Contrib. and Donations-Private	\$500.00	\$1,014.00	\$514.00
Refund-Reimbursemnt-Dividend	\$0.00	\$469.08	\$469.08
Total Acct 362	\$550.00	\$1,585.96	\$1,035.96
<b>Total Revenues</b>	<b>\$354,751.00</b>	<b>\$195,212.25</b>	<b>(\$159,538.75)</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
GENERAL GOVERNMENT	\$0.00	\$9,522.16	(\$9,522.16)
Total Acct 410	\$0.00	\$9,522.16	(\$9,522.16)
Publishing	\$2,100.00	\$1,835.18	\$264.82
Total Acct 411	\$2,100.00	\$1,835.18	\$264.82
City Council	\$4,200.00	\$2,925.25	\$1,274.75
Total Acct 413	\$4,200.00	\$2,925.25	\$1,274.75
Clerk - Treasurer	\$58,240.00	\$38,827.81	\$19,412.19
Elections	\$500.00	\$822.50	(\$322.50)
Office Operations/Supplies	\$3,525.00	\$1,869.74	\$1,655.26
Postage/Postal Permits	\$650.00	\$851.91	(\$201.91)

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

**01/09/2014**

Total Acct 414	\$62,915.00	\$42,371.96	\$20,543.04
Financial Administration	\$400.00	\$35.00	\$365.00
Assessing	\$5,450.00	\$5,493.67	(\$43.67)
Total Acct 415	\$5,850.00	\$5,528.67	\$321.33
Legal Services	\$7,200.00	\$5,617.28	\$1,582.72
Engineer Service	\$10,000.00	\$545.42	\$9,454.58
Total Acct 416	\$17,200.00	\$6,162.70	\$11,037.30
Per Diem	\$1,560.00	\$500.00	\$1,060.00
Total Acct 418	\$1,560.00	\$500.00	\$1,060.00
OTHER GENERAL GOVERNMENT	\$0.00	\$737.50	(\$737.50)
Grants	\$1,825.00	\$919.00	\$906.00
Planning and Zoning	\$0.00	\$184.00	(\$184.00)
City Training and Development	\$2,335.00	\$295.00	\$2,040.00
City Hall-Gov't Buildings	\$7,000.00	\$8,753.49	(\$1,753.49)
City Insurance	\$7,380.00	\$8,112.00	(\$732.00)
Cable Eqpmt and Service	\$800.00	\$2,311.88	(\$1,511.88)
Newsletter	\$125.00	\$0.00	\$125.00
Total Acct 419	\$19,465.00	\$21,312.87	(\$1,847.87)
Police	\$91,348.00	\$85,341.46	\$6,006.54
Total Acct 421	\$91,348.00	\$85,341.46	\$6,006.54
Fire	\$20,593.00	\$25,275.96	(\$4,682.96)
Total Acct 422	\$20,593.00	\$25,275.96	(\$4,682.96)
Building Inspection	\$8,400.00	\$7,417.69	\$982.31
Total Acct 424	\$8,400.00	\$7,417.69	\$982.31
Other Protection	\$100.00	\$68.38	\$31.62
Animal Control	\$897.00	\$897.00	\$0.00
Total Acct 428	\$997.00	\$965.38	\$31.62
Streets and Road Mntnc	\$5,250.00	\$1,306.01	\$3,943.99
Leaf Pick-Up	\$0.00	\$6,107.50	(\$6,107.50)
Crack Seal Project	\$10,000.00	\$8,450.00	\$1,550.00
Seal Coat project	\$25,000.00	\$37,484.80	(\$12,484.80)
Street Sweeping	\$4,000.00	\$4,200.00	(\$200.00)
Ice and Snow Removal	\$16,000.00	\$13,542.65	\$2,457.35
Tree Removal	\$5,000.00	\$394.26	\$4,605.74
Utility - Drain Structure Care	\$1,200.00	\$2,488.09	(\$1,288.09)
Street Signs	\$0.00	\$2,156.67	(\$2,156.67)
Street Lights	\$15,600.00	\$11,665.43	\$3,934.57
Water Utility	\$0.00	\$212.00	(\$212.00)
Total Acct 431	\$82,050.00	\$88,007.41	(\$5,957.41)
Street Projects	\$0.00	(\$8,450.00)	\$8,450.00
Weed Control - Milfoil	\$1,200.00	\$0.00	\$1,200.00
Total Acct 432	\$1,200.00	(\$8,450.00)	\$9,650.00
Recycle	\$0.00	\$3,312.00	(\$3,312.00)
Total Acct 433	\$0.00	\$3,312.00	(\$3,312.00)
Sanitation - Recycling	\$12,000.00	\$6,444.60	\$5,555.40
Total Acct 441	\$12,000.00	\$6,444.60	\$5,555.40
Lawn Care/Mntnc	\$6,000.00	\$6,157.20	(\$157.20)
Total Acct 450	\$6,000.00	\$6,157.20	(\$157.20)

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

**01/09/2014**

Recreation	\$1,900.00	\$1,550.00	\$350.00
Total Acct 451	\$1,900.00	\$1,550.00	\$350.00
Parks	\$14,000.00	\$9,459.02	\$4,540.98
Total Acct 452	\$14,000.00	\$9,459.02	\$4,540.98
CONSERVATION - NATURAL RESOURC	\$2,082.00	\$2,081.97	\$0.03
Total Acct 461	\$2,082.00	\$2,081.97	\$0.03
Unallocated Expenditures	\$8,050.00	\$133.37	\$7,916.63
Total Acct 492	\$8,050.00	\$133.37	\$7,916.63
<b>Total Disbursements</b>	<b>\$361,910.00</b>	<b>\$317,854.85</b>	<b>\$44,055.15</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$525,009.93</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$402,367.33</b>	

As of 12/31/2013

Tree Canopy Care	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Tree Care/Inspection	\$0.00	\$390.00	(\$390.00)
Tree Removal	\$0.00	\$10,471.08	(\$10,471.08)
Total Acct 431	\$0.00	\$10,861.08	(\$10,861.08)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$10,861.08</b>	<b>(\$10,861.08)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$8,350.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>(\$2,511.08)</b>	

As of 12/31/2013

<b>Special Rev Projects</b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>	<b><u>Variance</u></b>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$4,900.00	\$4,900.00
Total Acct 322	\$0.00	\$4,900.00	\$4,900.00
Interest Earnings	\$0.00	\$0.29	\$0.29
Total Acct 362	\$0.00	\$0.29	\$0.29
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$4,900.29</b>	<b>\$4,900.29</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Engineer Service	\$0.00	\$225.00	(\$225.00)
Total Acct 416	\$0.00	\$225.00	(\$225.00)
Parks	\$5,900.00	\$21,281.09	(\$15,381.09)
Total Acct 452	\$5,900.00	\$21,281.09	(\$15,381.09)
Unallocated Expenditures	\$0.00	\$200.00	(\$200.00)
Total Acct 492	\$0.00	\$200.00	(\$200.00)
<b>Total Disbursements</b>	<b>\$5,900.00</b>	<b>\$21,706.09</b>	<b>(\$15,806.09)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$13,756.91</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>(\$3,048.89)</b>	

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

**01/09/2014**

As of 12/31/2013

<b>Spec Project-Elm Easement</b>	<u><b>Budget</b></u>	<u><b>Actual</b></u>	<u><b>Variance</b></u>
<b>Receipts:</b>			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Parks	\$4,000.00	\$325.00	\$3,675.00
Total Acct 452	\$4,000.00	\$325.00	\$3,675.00
<b>Total Disbursements</b>	<b>\$4,000.00</b>	<b>\$325.00</b>	<b>\$3,675.00</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>(\$325.00)</b>	

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

**01/09/2014**

**As of 12/31/2013**

<b>Spec Rev - Warm House</b>	<u><b>Budget</b></u>	<u><b>Actual</b></u>	<u><b>Variance</b></u>
<b>Receipts:</b>			
Contrib. and Donations-Private	\$0.00	\$13,896.10	\$13,896.10
Total Acct 362	\$0.00	\$13,896.10	\$13,896.10
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$13,896.10</b>	<b>\$13,896.10</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$13,896.10</b>	

As of 12/31/2013

<b>Sewer 2004 Bonds</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$4,249.54	\$4,249.54
Total Acct 361	\$0.00	\$4,249.54	\$4,249.54
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$4,249.54</b>	<b>\$4,249.54</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Bond Payment	\$0.00	\$50,551.72	(\$50,551.72)
Total Acct 471	\$0.00	\$50,551.72	(\$50,551.72)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$50,566.72</b>	<b>(\$50,566.72)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>(\$46,317.18)</b>	

As of 12/31/2013

Birchwood In Re-hab Bond	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$615.34	\$615.34
Total Acct 361	\$0.00	\$615.34	\$615.34
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$615.34</b>	<b>\$615.34</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$183.00	(\$183.00)
Total Acct 415	\$0.00	\$183.00	(\$183.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$183.00</b>	<b>(\$183.00)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$432.34</b>	

As of 12/31/2013

<b>Sewer Re-hab 2008 Debt</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$10,632.50	\$10,632.50
Total Acct 361	\$0.00	\$10,632.50	\$10,632.50
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$10,632.50</b>	<b>\$10,632.50</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$243.00	(\$243.00)
Total Acct 415	\$0.00	\$243.00	(\$243.00)
Bond Payment	\$0.00	\$3,138.61	(\$3,138.61)
Total Acct 471	\$0.00	\$3,138.61	(\$3,138.61)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$3,381.61</b>	<b>(\$3,381.61)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$7,250.89</b>	

As of 12/31/2013

Cap Project - PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Streets and Road Mntnc	\$0.00	\$97,107.72	(\$97,107.72)
Street Signs	\$1,500.00	\$0.00	\$1,500.00
Total Acct 431	\$1,500.00	\$97,107.72	(\$95,607.72)
<b>Total Disbursements</b>	<b>\$1,500.00</b>	<b>\$97,107.72</b>	<b>(\$95,607.72)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$44,571.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>(\$52,536.72)</b>	

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

**01/09/2014**

**As of 12/31/2013**

<b>Capital Projects</b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>	<b><u>Variance</u></b>
<b>Receipts:</b>			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$58,587.99</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$58,587.99</b>	

As of 12/31/2013

<b>Cap Proj - Catchbasin</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$0.00</b>	

As of 12/31/2013

Water Enterprise Fund	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$58,996.34	\$58,996.34
Penalty - Late Water/Sewer	\$0.00	\$730.70	\$730.70
State and Misc fees	\$0.00	\$2,114.08	\$2,114.08
Total Acct 341	\$0.00	\$61,841.12	\$61,841.12
DELQ - Water-Sewer fees	\$0.00	\$1,045.71	\$1,045.71
Total Acct 361	\$0.00	\$1,045.71	\$1,045.71
Interest Earnings	\$0.00	\$2.43	\$2.43
Refund-Reimbursemnt-Dividend	\$0.00	\$483.90	\$483.90
Total Acct 362	\$0.00	\$486.33	\$486.33
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$63,373.16</b>	<b>\$63,373.16</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$350.00	(\$350.00)
Total Acct 414	\$0.00	\$350.00	(\$350.00)
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Utility Locates	\$0.00	\$226.40	(\$226.40)
Total Acct 428	\$0.00	\$226.40	(\$226.40)
Water Utility	\$0.00	\$67,299.66	(\$67,299.66)
Wtr/Swr Emergency	\$0.00	\$4,295.00	(\$4,295.00)
Total Acct 431	\$0.00	\$71,594.66	(\$71,594.66)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$72,186.06</b>	<b>(\$72,186.06)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$31,968.02</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$23,155.12</b>	

As of 12/31/2013

<b>Sewer Enterprise Fund</b>			
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$1,031.32	\$1,031.32
Sewer Fee	\$0.00	\$81,464.78	\$81,464.78
Total Acct 341	\$0.00	\$82,496.10	\$82,496.10
DELQ - Water-Sewer fees	\$0.00	\$1,646.12	\$1,646.12
Total Acct 361	\$0.00	\$1,646.12	\$1,646.12
Interest Earnings	\$0.00	\$10.19	\$10.19
Total Acct 362	\$0.00	\$10.19	\$10.19
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$84,152.41</b>	<b>\$84,152.41</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$300.00	(\$300.00)
Total Acct 414	\$0.00	\$300.00	(\$300.00)
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Engineer Service	\$0.00	\$1,310.05	(\$1,310.05)
Total Acct 416	\$0.00	\$1,310.05	(\$1,310.05)
Utility Locates	\$0.00	\$162.55	(\$162.55)
Total Acct 428	\$0.00	\$162.55	(\$162.55)
Utility - Drain Structure Care	\$0.00	\$90.00	(\$90.00)
Wtr/Swr Emergency	\$0.00	\$5,030.58	(\$5,030.58)
Sewer Utility	\$0.00	\$64,497.11	(\$64,497.11)
Total Acct 431	\$0.00	\$69,617.69	(\$69,617.69)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$71,405.29</b>	<b>(\$71,405.29)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$115,000.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$127,747.12</b>	

As of 01/09/2014  
Fiscal Year:2013

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$525,009.93	\$195,212.25	\$317,854.85	\$402,367.33
Tree Canopy Care	\$8,350.00	\$0.00	\$10,861.08	(\$2,511.08)
Special Rev Projects	\$13,756.91	\$4,900.29	\$21,706.09	(\$3,048.89)
Spec Project-Elm Easement	\$0.00	\$0.00	\$325.00	(\$325.00)
Spec Rev - Warm House	\$0.00	\$13,896.10	\$0.00	\$13,896.10
Sewer 2004 Bonds	\$0.00	\$4,249.54	\$50,566.72	(\$46,317.18)
Birchwood In Re-hab Bond	\$0.00	\$615.34	\$183.00	\$432.34
Sewer Re-hab 2008 Debt	\$0.00	\$10,632.50	\$3,381.61	\$7,250.89
Cap Project - PW	\$44,571.00	\$0.00	\$97,107.72	(\$52,536.72)
Capital Projects	\$58,587.99	\$0.00	\$0.00	\$58,587.99
Cap Proj - Catchbasin	\$0.00	\$0.00	\$0.00	\$0.00
Water Enterprise Fund	\$31,968.02	\$63,373.16	\$72,186.06	\$23,155.12
Sewer Enterprise Fund	\$115,000.00	\$84,152.41	\$71,405.29	\$127,747.12
<b>Total</b>	<b>\$797,243.85</b>	<b>\$377,031.59</b>	<b>\$645,577.42</b>	<b>\$528,698.02</b>

Sec. 1-15.5. Excessive consumption of city services.

(a)

*Council findings.* The city council finds some property owners take little or no responsibility for the maintenance of their property until the city, through its various inspections programs, has repeatedly ordered them to remedy violations of the Maplewood Code. Such property owners create excessive costs for the city that are over and above the normal cost of providing inspection services in the city. Property owners who the city must repeatedly order to remedy Code violations on their property consume an unacceptable and disproportionate share of limited city resources.

Therefore, it is the intent of the city council, by the adoption of this section, to impose and collect the costs associated with reinspections and the excessive consumption of city inspection services. The collection of such costs for certain properties shall be by assessment against the real property requiring such excessive inspection or reinspection services, pursuant to Minn. Stats. § 429.101, which authorizes the council to provide for reinspection fees to be collected by special assessment and allows cities to collect the costs associated with removal or elimination of public health or safety hazards. Such fees are also authorized by chapters 1, 12, 18 and 44 of the Maplewood City Code.

(b)

*Definitions.* For the purpose of this section, the terms defined in this subsection shall have the meanings ascribed to them.

*Enforcement officer* means a person or employee appointed by the city manager, such as, code enforcement officer, planner, building inspector, building official, and health official to conduct code enforcement inspections and activities for the city.

*Excessive inspection services* means more than three inspections by city staff generated at any one address for existing or new violations of the City Code within a continuous 12-month period.

*Excessive inspection services fee* means the fee that shall be imposed as herein provided to reasonably compensate and defray the costs otherwise borne by the city for its staff time in conducting "excessive inspection services," as hereinbefore defined, not otherwise necessary, but required due to the condition(s) of the property; the lack of compliance of the property to the applicable code(s) or previous inspection orders, or both. Said fee being imposed as an administrative fee, with no connection real or implied whatsoever to any fine, penalty or abatement expense otherwise imposed, levied, or ordered by the city or a court pursuant to any and all other legal remedies available to the city.

*Reinspection* means that an enforcement officer has conducted an inspection of the premises, based upon a complaint or otherwise had occasion to view the premises and observed a violation of any provision of the Maplewood City Code under the jurisdiction of the inspections, planning and building operations department, has issued a written notice of the violation(s), and then reinspected the premises to determine compliance with the notice and found that the owner or responsible party had not complied with the written correction notice or orders.

(c)

*Initial inspection by enforcement officer; written notice.*

(1)

*Written notice of violations.* When an enforcement officer conducts an initial inspection of a premises and determines that the property has violations of the City Code, the enforcement officer shall, in addition to any other action the enforcement officer may undertake, serve written notice of the violation or violations in conformance with the requirements set forth in the City Code, and apprise the owner of the required correction measures to bring property into compliance.

(2)

*Notice for collection of reinspection costs and excessive initial inspection costs.* If the enforcement officer intends to collect the city costs for reinspections and excessive initial inspections, then the written notice provided for in the City Code also must:

a.

State that if the violations are not corrected within the time period or periods required in the notice, the city's costs in conducting a reinspection after the due date for compliance will be collected by the city from the owner or owners rather than being paid by the taxpayers; and

b.

State that if additional new violations of the legislative code under the jurisdiction of the department of safety and inspections are discovered by enforcement officers within the next following 12 months, the city's costs in conducting any additional inspections at the same location within such 12 months will be collected from the owner or owners rather than being paid by the taxpayers of the city; and

c.

State that the city will collect such future costs by assessment levied against the real property.

(d)

*Excessive consumption of inspection services, fee and liability.*

(1)

The city shall be entitled to collect its costs of enforcement from a property owner who consumes either reinspection services or excessive initial inspection services. An excessive consumption of either reinspections or excessive initial inspection services occurs after:

a.

More than three inspections by city staff generated at any one address for existing or new violations of the City Code within a continuous 12-month period.

(2)

The city may charge a fee of \$75.00 for the third inspection. The city may charge a fee of \$100.00 for the fourth inspection after the circumstances described under subsection 1-15.5(d)(1)a. of the City Code. The city may charge a fee of \$150.00 for each subsequent additional inspections within a 12-month period after the circumstances described in the City Code.

(3)

No fee under City Code subsection 1-15.5(b) shall be charged where the city has issued a written notice pursuant to City Code subsection 1-15.5(b) but has abated the violation under the City Code sections 18-36 through 18-39 and assessed the costs of such abatement under the City Code sections 18-36 through 18-39

(4)

The amount of the excessive consumption of inspection services fee shall be a debt owed to the city and shall be collected by special assessment under the authority in Minn. Stats. § 429.101 and the City Code section 18-39

(5)

Construction projects where the building inspector/code enforcement officer requires a collection of a reinspection fee, the contractor will be billed and not allowed to obtain inspections or any new permits until the reinspection fee is paid in full.

(6)

Action under this section does not preclude any other civil or criminal enforcement procedure.

(e)

*Cost; collection.*

(1)

*Cost records of the noncompliant properties.* The enforcement officer shall keep a record of the costs for excessive consumption of inspection services, the name and address of the owner, the dates of the inspections giving rise to the excessive consumption of inspection services, the observed violations of the City Code and the total amount of the costs for excessive consumption of inspection services to be collected against a particular property, and shall report such information to the building official and to the city finance director.

(2)

*Notice of assessment of fee.* Upon establishment by an enforcement officer that an excessive inspection service fee has been justified, the officer shall notify, in writing, the responsible party associated with the address/property that the fee is due and owed the city. The official shall also notify other departments within the city of the imposition of the fee and no permits, inspections or other work shall be authorized at the address or on the property until the fee is paid.

(3)

*Appeal or grievance of imposition of fee.* Upon receipt of the notice referenced above, the party or their designee shall have 14 business days to appeal or grieve the imposition of the fee. All appeals under this section shall be in writing and sent to the office of the city manager for review. If the city manager does not resolve the matter to the satisfaction of the responsible party, the matter shall be placed on the agenda of the next regularly scheduled meeting of the city council for their review.

(4)

*[Uncollected service fees.]* On or before October 1, the finance director or their designee shall apprise the city council of the uncollected service fees that have been subject to the procedure above, yet remain unpaid. Unpaid and/or uncollected fees shall be assessed pursuant to the procedure set out in Minn. Stats. § 429.061, including the appeal process(s) therein.

(5)

*No Waiver of remedies.* Neither the imposition and/or assessment of a fee pursuant to this section shall in any way limit the city's ability to obtain or effect compliance with its Code. The city reserves the right to pursue any and all other legal and equitable remedies it is authorized to pursue by ordinance and or as authorized by state law.

**SHARED SERVICES AGREEMENT**

THIS SHARED SERVICES AGREEMENT (Agreement), dated January 15, 2014, by and between the City of Oakdale, Minnesota, a Minnesota statutory city (Oakdale), and the City of Birchwood Village, Minnesota, a Minnesota statutory city (Birchwood) (collectively, Parties).

**RECITALS**

**WHEREAS**, Minnesota Statutes section 471.59 authorizes governmental units to enter into intergovernmental agreements to provide services or perform functions on its behalf, provided that the services or functions are those which the providing governmental unit is authorized to provide for itself;

**WHEREAS**, Oakdale and Birchwood are both governmental units as defined under Minnesota Statutes section 471.59;

**WHEREAS**, Birchwood desires to contract with Oakdale for the provision of a certain set of financial and administrative services (Services) as described in Exhibit A;

**WHEREAS**, Oakdale desires to assist Birchwood and has the ability to provide the Services to Birchwood to the extent and on the terms provided within this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services.

Oakdale will provide a certain set of financial and administrative services as described in Exhibit A (Services), and shall devote time and labor to Birchwood consistent with the hours outlined in Exhibit B. Oakdale's staff shall maintain office hours at Birchwood's City Hall during normal business hours totaling at least six (6) hours per week to ensure provision of in-person services to Birchwood's residents. Birchwood agrees to provide to Oakdale the information necessary to perform the Services well enough in advance to enable Oakdale to carry out its tasks during normal working hours. Oakdale shall not be liable for timeliness, inaccuracy, and/or incomplete information provided by Birchwood and the consequences resulting therefrom. Birchwood agrees to sign any releases necessary for Oakdale to perform the Services.

2. Fees.

In consideration of the Services provided by Oakdale to Birchwood pursuant to this Agreement, Birchwood shall pay Oakdale fees as set forth in Exhibit B attached hereto. Quarterly payments in the amount of \$17,679.54

shall be made in January, April, July, and October of 2014. Beginning January 15, 2015, the annual payment amount shall be the previous year's annual payment plus 2.5%. Quarterly payments in the amount of \$18,121.53 shall be made in January, April, July, and October of 2015.

3. Performance Standards.

3.1 Application of Birchwood Enactments. In providing Services on behalf of Birchwood, Oakdale staff shall consult and enforce Birchwood ordinances, codes, fee schedules, and resolutions.

3.2 Coordination with Birchwood Consultants. In providing Services on behalf of Birchwood, Oakdale staff shall coordinate with and refer issues to Birchwood's appointed attorneys, engineers, planners, and other consultants.

3.3 Designated Representative. The only designated representative of Birchwood authorized to act as liaison for Oakdale staff needing to coordinate Services with Birchwood consultants or otherwise provide the Services under this Agreement is [\_\_\_\_\_].

4. Term.

This contract commences on January 15, 2014 and expires on January 14, 2016 unless otherwise terminated according to the terms of this contract.

5. Termination.

This contract may be terminated at any time during its term as follows: (1) by mutual agreement of the parties; (2) either party may terminate this agreement for any reason by personally serving a 30-day written notice of termination on the other party, and the agreement shall terminate 30 days after the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective; or (3) if Birchwood fails to pay for the services according to the schedule established in this contract, Oakdale may terminate this contract 30 days from the date of personal services of written termination notice. Notice to Oakdale shall be served on the City Administrator or City Clerk, and notice to Birchwood shall be served on the Birchwood City Clerk.

6. Appointment.

Appointment of an individual to the office of Birchwood City Clerk or Birchwood City Treasurer in order for the individual to perform the Services shall be accomplished pursuant to applicable law and procedure.

7. Not to Be Construed as Employment Agreement.

Any employee of Oakdale, who assists in performing the Services for Birchwood, whether or not that individual is appointed pursuant to Section 6 of this Agreement, shall remain solely an employee of Oakdale and not an employee of Birchwood. Nothing contained in this Agreement can or shall be interpreted as an employment relationship between Oakdale and Birchwood. All relationships created by this Agreement run between Oakdale and Birchwood, as two separate governmental units, and not between or among any individual persons. Appointments made by Birchwood under Section 6 of this Agreement do not create any additional employment guarantees by either Oakdale or Birchwood, and no property or other due process rights are created as a result of the appointment. Any communication between Oakdale staff and Birchwood staff in the course of providing Services, including but not limited to communications with Birchwood consultants and liaison contemplated under Section 3 of this Agreement, shall not be interpreted as the exertion of control over Oakdale staff to create any employment or similar relationship.

Staff of Oakdale shall not be entitled to vacation pay, sick pay, holiday pay, overtime pay, worker's compensation coverage, or any other benefits payable by Birchwood that may be afforded to employees of Birchwood.

#### 8. Property.

No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this Agreement. Any and all documents, records, files, tables, charts, maps, audio recordings, video recordings, processes, procedures, or other physical or intellectual property, whether in hard copy or electronic format, created by Oakdale staff while providing services for or on behalf of Birchwood pursuant to this Agreement shall be the sole property of Birchwood.

#### 9. Non-Exclusivity.

This Agreement is non-exclusive between Oakdale and Birchwood. Oakdale and Birchwood have the right to enter into similar agreements with other entities.

#### 10. Indemnification and Insurance.

10.1 Oakdale and Birchwood each agrees to and shall defend, indemnify, and hold harmless the other Party, its official, officers, agents, and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying Party's acts, omissions, or performance under this Agreement. It is the intent of the Parties that each Party be responsible for its own actions occurring under this Agreement.

10.2 Each Party agrees that a Party subject to Minnesota Statutes Chapter 466 will maintain insurance in an amount consistent with Minnesota Statutes Chapter 466. Oakdale shall maintain worker's compensation insurance that affords coverage to its staff while performing any and all Services for Birchwood under this Agreement.

10.3 This section shall survive termination of this Agreement.

11. Waivers, Amendments, and Modifications.

The Parties may mutually waive, amend, or modify parts of this Agreement, but such waivers, amendments, or modifications shall not be binding unless they are in writing and signed by personnel authorized to bind the Parties. Waiver of breach of any term of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. Venue.

This Agreement will be governed by the laws of the State of Minnesota, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Minnesota.

13. Severability.

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition, or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

14. Integration and Merger.

This document embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, whether oral or written, between the Parties. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

15. Assignment.

Neither Oakdale nor Birchwood will assign or transfer any rights or interest in this Agreement.

16. Third Parties.

This Agreement is between Oakdale and Birchwood as the only parties, and no provision of this Agreement shall in any way inure to the benefit of any

third person (including the public at large) so as to constitute any such person as a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party here

17. Notices.

Required notices to Birchwood shall be in writing and shall either be hand delivered to \_\_\_\_\_, or mailed (postage prepaid), faxed, or e-mailed if the parties agree, to \_\_\_\_\_ at the following address:

City of Birchwood Village  
207 Birchwood Avenue  
Birchwood, MN 55110  
(E-mail) birchwoodvillage@comcast.net

Notices to Oakdale shall be in writing and shall either be hand delivered to Suzanne Warren, Finance Director, or mailed (postage prepaid), faxed, or e-mailed if the parties agree, at the following address:

City of Oakdale  
1584 Hadley Avenue North  
Oakdale, MN 55128  
(E-mail) craig.waldron@ci.oakdale.mn.us

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**CITY OF OAKDALE**

a Minnesota statutory city

By:

\_\_\_\_\_  
Carmen Sarrack  
Its: Mayor

ATTEST:

By:

\_\_\_\_\_  
Craig Waldron  
Its: City Administrator

**CITY OF BIRCHWOOD VILLAGE**

a Minnesota statutory city

By:

\_\_\_\_\_  
Mary Wingfield  
Its: Mayor

ATTEST:

By:

\_\_\_\_\_

## EXHIBIT A

### Scope of Services

- 1.) Statutory duties of City Clerk (Minn. Stat. § 412.15 and those contained in other provisions of statute), and other duties including, but not limited to:
  - a. Coordinating City Council and commission materials;
  - b. Administering City elections;
  - c. Maintaining official City records and files;
  - d. Attending monthly City Council and commission meetings;
  - e. Coordinating City related communications involving the newsletter, social media and serve as webmaster of City webpage;
  - f. Responding to inquiries and requests from the public regarding City business;
  - g. Serving as Notary Public for the City.
  
- 2.) Statutory duties of City Treasurer (Minn. Stat. § 412.141 and those contained in other provisions of statute), and other duties including, but not limited to:
  - a. Coordinating bi-weekly payroll processing and related benefit submissions;
  - b. Preparing quarterly and year-end payroll reports;
  - c. Preparing checks based on weekly check requests;
  - d. Recording tax settlements and other general ledger receipts;
  - e. Reviewing and reconciling City bank statements;
  - f. Preparing, monitoring and inputting monthly revenues and expenditure statements;
  - g. Managing and maintaining the City's general ledger.
  
- 3.) Duties of General Administration, including, but not limited to:
  - a. Coordinating code enforcement, executed contracts and handling resident complaints;
  - b. Consulting and enforcing City ordinances, codes, fee schedules and resolutions;
  - c. Coordinating with and referring issues to City's appointed attorneys, engineers, planners and other consultants;
  - d. Coordinating information technology services with METRO-INET;
  - e. Coordinating City Council work sessions;
  - f. Performing other duties as apparent or assigned, as budgeted hours allow.

## EXHIBIT B

### Fees

AUTHORIZED FULL TIME POSITIONS:

EMPLOYEE NAME	DATE RANGE	HOURLY RATE	HOURS @ THIS RATE	TOTAL		EMPLOYEE TOTAL
				REGULAR WAGES	OVERTIME WAGES	
Admin Analyst	1/15/13 - 1/14/14	23.00	2080	47840.00	0.00	47840.00
<i>TOTAL FT PROGRAM 025</i>				<i>47840.00</i>	<i>0.00</i>	<i>47840.00</i>

PERA AMOUNT	SOCIAL SECURITY AMOUNT	INSURANCE PREMIUM AMOUNT
3468.40	3659.76	15750.00
<i>3468.40</i>	<i>3659.76</i>	<i>15750.00</i>

TOTAL	HOURS	TOTAL HOURLY RATE
70718.16	2080	33.9991
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<i>70718.16</i>		