



AGENDA OF THE  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
207 BIRCHWOOD AVENUE  
WASHINGTON COUNTY, MINNESOTA  
SEPTEMBER 13, 2011  
7:00 P.M.

CALL TO ORDER – PLEDGE OF ALLEGIANCE

APPROVE AGENDA

COMMUNITY EVENTS AND ANNOUNCEMENTS

OPEN PUBLIC FORUM

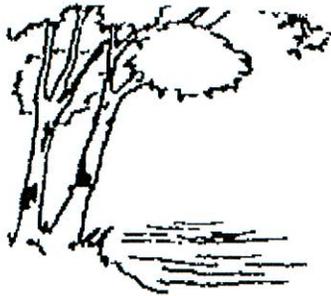
CITY BUSINESS – CONSENT CALENDAR

1. Approval of the Minutes of the August 9, 2011 Regular Meeting (see exhibit)
2. Acceptance of Financial Report and Approval of Disbursements (see exhibit)
3. Appointment of Anne Salo to the Parks and Natural Resources Committee for a 3-year term expiring September 13, 2014 (see exhibit)
4. Approval of Assessing Contract with Washington County (see exhibit)
5. RESOLUTION 2011-18: A Resolution Naming Dale Powers as the Responsible Authority under the Minnesota Data Practices Act (see exhibit)

CITY BUSINESS – REGULAR ORDER

6. 7:15 Personnel Committee Report on Clerk's Performance Review
  - a. Summary of Review (Mitchell/Harper – see exhibit)
  - b. Approval of Revised Employment Agreement (Mitchell/Harper – see exhibit)
  - c. Approval of Clerk's Work Goals for July 2011 – June 2012 (see exhibit)Time Budget: 30 minutes
7. 7:45 Fiscal Year 2012 Preliminary Levy & Proposed Budget> RESOLUTION 2011-17: A Resolution Establishing the Preliminary Levy Certification For The City's General Fund (Harper – see exhibit)  
Time Budget: 30 minutes
8. 8:15 Village Hall Painting & Repair of Siding: Review of \$382.50 Change Order for the cost of Materials and Labor for the Installation of 50 Additional Feet of Siding (Powers/Lund – see exhibit)  
Time Budget: 15 minutes

9. 8:30 City Engineer's Report (Elfering – see exhibit)
  - a. Potential Contract with the City of White Bear Lake for Water Management Services
  - b. Nordling Park UpdateTime Budget: 15 minutes
  
10. 8:45 Council Member Reports  
Time Budget: 15 minutes
  
11. 9:00 Next Meetings – September 27, 2011 Workshop; October 11, 2011 – Topics
  - a. Dock Association Permit Review Meeting
  - b. OtherTime Budget: 15 minutes
  
12. 9:15 ADJOURN



**CITY OF BIRCHWOOD VILLAGE**  
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## **EXECUTIVE SUMMARY – SEPTEMBER 13, 2011 CITY COUNCIL MEETING**

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

**CONSENT CALENDAR:** There are four items on the consent calendar, as follows:

1. Approval of the Minutes of the August 9, 2011 Regular Meeting. Per the Rules of Procedure adopted by the Council earlier this year, minutes of workshop meetings are not required.
2. Acceptance of the Financial Report & Approval of Disbursements.
3. Appointment of Anne Salo of 511 Lake Avenue to the Parks and Natural Resource Committee
4. Approval of the contract with Washington County for assessing services.
5. Resolution 2011-18: A Resolution Appointing Dale Powers As The Responsible Authority Under The Minnesota Data Practices Act. Each city is required per Minnesota Statutes Chapter 13.02, Subd. 16 to name a person (not a position) as the individual responsible to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City. This resolution memorializes the Council's naming of Dale Powers as that individual.

### **CITY BUSINESS – REGULAR ORDER:**

6. **PERSONNEL COMMITTEE REPORT ON THE CLERK'S PERFORMANCE REVIEW:** The Personnel Committee, consisting of Mayor Alan Mitchell and Deputy Mayor Jane Harper, conducted a performance review of the City Clerk last month. The Committee recommends a 4% salary increase for the Clerk in recognition of the Clerk's one year of service to the City. The Committee also recommends that the Council should undertake a market survey to determine whether the Clerk's salary is comparable to that of comparable positions in other communities.

The Committee is not recommending that the zoning and planning work be retained by the City, preferring to use the services of the City of White Bear Lake. It is important to note that the City Clerk has 10 years planning and zoning experience and is nationally-certified by the American Institute of Certified Planners (AICP). Information about AICP can be found at [www.planning.org/aicp](http://www.planning.org/aicp). An alternate opinion is that if an appropriate level of expertise can be obtained within the existing City staff, it should be utilized first before going outside the City for said expertise.

The City Clerk discussed with the Committee the potential for extending the normal work week an additional 5 hours, to 35 hours a week. The City Clerk indicated the additional hours would be used for records management, working with the Parks and Natural Resource Committee on a variety of tasks as well as providing that Committee with a level of direction and professional guidance to their duties, as well as other responsibilities that are

currently not getting done due to time limitations. The Committee is of the opinion that there is no pressing need for increasing the work week of the City Clerk beyond the current 30 hours.

Having reviewed the proposed revisions to the City Clerk's (revised to Clerk/Coordinator) position description, I recommend changing the description of "Supervision" to read as follows: "Works under the general and administrative supervision of the City Council. Advises the City Council-designated Personnel Director on non-work related requests such as time off, sickness, etc." (or similar verbiage) The way the Personnel Committee worded that section of the contract could be construed as meaning that the City Clerk is under the direct line authority of the Personnel Director, which runs counter to the City Clerk reporting to the Council as a whole. In addition, I would recommend amending the "Purpose of the Position" to delete the reference to bookkeeping, since that is the responsibility of the City Treasurer.

The Committee also has listed some performance goals for the coming year ending June 30, 2012. These goals are not believe to be intended by the Committee to be an exclusive list and it is believed that input from the rest of the Council would be helpful in providing a level of clarity and priority going forward. I have some comments about these performance goals, as follows:

- a. The Personnel Committee lists as an "A Priority" goal to "[w]ork with [the] Parks Committee on bringing focus and direction to the Committee's responsibilities and provide administrative guidance. Ensure a smooth and timely hiring process for hockey attendants and other park employees." It would be difficult for me to accomplish that without attending Parks Committee meetings. However, the Personnel Committee did not authorize additional hours for me to accomplish this "A Priority" goal.
- b. The Personnel Committee lists as an "A Priority" goal to "[w]ork with [the] Planning Commission to update the [C]ity [C]ode for Exterior Storage, Complaint Investigation Process, Interim Use Permit and other specific land use ordinances as directed by the [C]ity [C]ouncil" It would be difficult for me to accomplish that without attending Planning Commission meetings. However, the Personnel Committee does not recommend additional hours for me to accomplish this "A Priority" goal.
- c. A few of the goals list "3<sup>rd</sup> quarter 2011", which will be concluding on September 30, 2011. I believe it unfair to give me 2 ½ weeks to complete those tasks, and recommend changing the time designation to "4<sup>th</sup> quarter 2011."

One area of responsibility that I have taken on that has not been acknowledged by the Personnel Committee nor listed in my position description is that of newsletter editor. I took it upon myself to perform that task after Barb Brenny resigned, and I like to think that I do a good job on it. As part of the Council's compensation study for my position, at a minimum that task should be included.

Finally, the Committee recommends that the personnel files be maintained by the City Attorney as a way of insuring the files' confidentiality.

**QUESTIONS: Should the City Council adopt the following recommendations of the Personnel Committee?**

- a. **Change the title of the position from "City Clerk" to "City Clerk/Coordinator"?**
- b. **Increase the pay of the Clerk/Coordinator 4%?**
- c. **Undertake a market study to determine whether the salary of the Clerk/Coordinator is in line with comparable positions in other communities?**
- d. **Maintain the 30 hour work week?**
- e. **Maintain the City of White Bear Lake as the City's professional planning consultant?**
- f. **Adopt the enclosed work goals for the period ending June 30, 2012?**
- g. **Keep all personnel records with the City Attorney?**

7. FISCAL YEAR 2012 PRELIMINARY LEVY AND PROPOSED BUDGET>RESOLUTION 2011-17: Council Member Harper submitted the following documents for Council review and comment in support of a proposed preliminary levy of \$365,282.00:

- a. Cover memo
- b. Itemized budget spreadsheet containing historical data from 2007-2010, current year-to-date expenditures, and proposed 2012 line item revenues and expenditures
- c. 2012 Proposed Budget Expenditure Summary
- d. Detail on Sewer Fund and Water Fund

***Please refer to these items in the agenda packet for more detailed information on the proposed preliminary levy and proposed budget.***

**QUESTIONS:**

- a. **The City Council must decide how much of the \$49,200 it wants to fund with current funds and how much it wants to fund with new revenues (sewer fee or surcharge). If a surcharge is used, over how many years will the cost be spread? If an increase in fees is used, how quickly does the city want to recoup the project cost?**
- b. **The City Council must decide if it wants to fund the project using current General Fund dollars or to raise new revenues (water fee or surcharge). If a surcharge is used, over how many years will the cost be spread? If an increase in fees is used, how quickly does the city want to recoup the project cost?**
- c. **Does the City Council want to increase the Park Budget? If so, does it want to fund the increase through levy or the Park Fund?**
- d. **Is the council comfortable with certifying a preliminary levy of \$365,282? If no, what options does the council wish to use to reduce the preliminary levy?**
- e. **Are there any line item expenditures that the council would like to schedule time to discuss in more detail before approving the final budget?**

Included in the agenda packet as an exhibit is Resolution 2011-17 to certify with Washington County the City's preliminary levy at \$365,282.00 for fiscal year 2012. *It is important to note that the amount certified cannot be increased – only decreased.*

8. **VILLAGE HALL PAINTING & REPAIR OF SIDING: REVIEW OF \$382.50 CHANGE ORDER FOR THE COST OF MATERIALS AND LABOR FOR THE INSTALLATION OF 50 ADDITIONAL FEET OF SIDING:** The work of painting the exterior of the Village Hall building (including repair of 90 linear feet of siding) and striping the Village Hall parking lot has been completed. During the course of the work, the contractor purchased and removed & replaced an additional 50 linear feet. There is a difference of opinion as to which party is responsible for the \$382.50 cost for this additional work. John Lund, who oversaw the project on behalf of the City, claims that he witnessed the subcontractors (Westside Master Painters) damage existing siding when performing the work for Cornerstone. If that claim is true, then the contractor should be held financially liable for the work of his subcontractors. In addition, Lund witnessed the subcontractors using an inferior grade of caulk/sealant. The approved bid from Cornerstone included using Vulkem caulk, which has a longer staying life than the product used. Copies of the change order, original bid, and product data sheets for Vulkem sealant are included in the agenda packet as exhibits.

A copy of contract with Cornerstone is also included. In the packet as an exhibit. A review of the contract indicates that the City did not authorize subcontractors to perform the work. John Lund and I attest that Westside Master

Painters performed the work. A review of the contractor's licenses at the Minnesota Department of Labor and Industry indicates that Westside Master Painters does not have a contractor's license, which is permissible under Minnesota law as long as the work is overseen by a licensed contractor.

The contract addresses compensation for the replacement of siding under Section 3, as follows: "...the City shall pay the Contractor \$60.00 per hour per person to replace any siding, not to exceed eight man-hours of labor, and shall pay the cost of the siding replaced, not to exceed the sum of \$775 for materials and labor." It appears that the change order reflects the \$60.00 per hour rate. However, the change order appears to exceed the total \$775.00 agreed upon for the cost of labor and materials to do the work.

**QUESTIONS: Should the City Council approve the change order in the amount of \$382.50 for the cost of labor & materials for the additional siding? Should the City Council find that the subcontractors – who were not authorized to perform the work – are liable for damaging the subject additional siding and reject payment of the change order? If the change order is approved, under which account should the City transfer funds out to cover this additional expense?**

9. **CITY ENGINEER'S REPORT:** City Engineer Kristie Elfering has submitted memoranda regarding the further refining of a scope of potential services to be provided to the City by the City of White Bear Lake, as well as an update on Nordling Park. These memoranda are included in the agenda packet as exhibits. **Please review the enclosed memoranda for more detailed information on these topics.**

The largest issue with the City of White Bear Lake appears to be in the potential of combining Birchwood's water system with White Bear Lake's. A benefit of merging the systems is for the efficiency of testing and sampling of the water that is required by the Minnesota Department of Health. Currently the City is responsible for that task; with the merger the City of White Bear Lake would be responsible. This would necessitate utility billing directly from White Bear Lake instead of the City of Little Canada. In addition, the City would need to authorize White Bear Lake to state that it owns Birchwood's water system.

**QUESTIONS: Should the City Council formally request further examination of combining Birchwood's water system with White Bear Lake's?**

As for Nordling Park, Kristie notes that additional work needs to be done on the swale in order for it to continue to function as a conveyor of storm water through the park to the existing storm structure.

**QUESTIONS: Should the City leave the swale in its current condition and have the Parks Committee monitor the area? Should the Council ask the Parks Committee to improve the swale with volunteers? Should the City contract with a vendor to complete the work?**

CITY OF BIRCHWOOD VILLAGE  
REGULAR CITY COUNCIL MEETING  
August 9, 2011

MINUTES

**MEMBERS PRESENT:** Mayor Alan Mitchell; Council Members Jane Harper, Mark Peterson, and Tony Sampair

**MEMBERS ABSENT:** Council Member Barb Carson

**STAFF PRESENT:** City Engineer Kristie Elfering, City Clerk Dale Powers, and City Attorney Kevin Sandstrom

**OTHERS PRESENT:** Jim Greeley, Don Hankins, Bea Krinke, Doug Krinke, Roger Kropelnicki, John Lund, Larry Walker, and John Wyland.

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

**AGENDA APPROVAL:** *Mitchell/Peterson 4-0 (Carson absent) to approve the agenda for the August 9, 2011 Regular Meeting with the following additions: (1) 7c-> Exterior Storage amendment question; (2) 7d-> Appointment of Bea Krinke to the Parks Committee; and (3) 7e-> Purchase of a new flag for the Wildwood Park flagpole.*

**COMMUNITY EVENTS AND ANNOUNCEMENTS:** Mitchell noted the following announcements and community events:

- Music in the Park series has moved to Dellwood easement, and the following acts are scheduled: Harmonic Relief on August 14, Amy & Adams on August 21, and a Dixieland band on August 28 to complete the summer season.
- The Minnesota State Fair is scheduled from August 25 – September 5.
- A ribbon cutting for the new wind turbine at Mahtomedi High School is scheduled for Wednesday, August 24 at 6:30pm, followed by a community celebration at the Great Hall of St. Andrews Church.

Harper announced that the City Treasurer advised that there are several utility accounts that are delinquent, and that the process is that after July when the books are closed, the Council is presented a list of delinquent bills that are certified to the County as delinquent and placed on the property tax bill like a special assessment. Harper concluded that residents have until December to pay the bill to avoid the special assessment.

Peterson announced there is an infestation in St. Paul of Japanese Emerald Beetles and that they could be present in Birchwood. Peterson noted that the beetles do not like to be disturbed and recommends spraying the leaves or branches with water and/or shaking the leaves and branches to make them go away.

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48 **OPEN PUBLIC FORUM:** Greeley addressed the Council and gave an update on the status of his  
49 complaint about 401 Wildwood Avenue, stating that progress has been made and believes that if the  
50 property owner moved the boat lift an additional 20 feet toward the rear yard area and removed the  
51 canopy from lift that the issue will be resolved. The Council agreed and directed staff to send a letter to  
52 the property owner accordingly.

53

54 **CONSENT CALENDAR:** Mitchell/Sampair 4-0 (Carson absent) to approve the following consent calendar  
55 items:

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57 1. *Approval of the Minutes of the July 12, 2011 Regular Meeting*

58 2. *Approval of the Disbursements Register as prepared by the City Treasurer and presented to*  
59 *the City Council on August 9, 2011, including Check #'s 26704-26713, 26718-26739, and*  
60 *Electronic Funds Transfers PERA63011, EFT080111, FED072011, MN07152011, and*  
61 *PERA071511*

62

63 **CONDITIONAL USE PERMIT – 501 WILDWOOD AVENUE (KAREN CHARPENTIER & ROGER KROPELNICKI)**

64 **- REVIEW & CONSIDERATION OF PLANNING COMMISSION RECOMMENDATION:** Hankins, representing  
65 the Planning Commission, advised the Council on the public hearing conducted August 2, 2011 on the  
66 request by Charpentier and Kropelnicki for a conditional use permit to conduct a cabinet-making  
67 business out of his detached garage. Testimony centered on the noise issue generally, and specifically  
68 the lack of being able to differentiate between noise generated from business activity and noise  
69 generated from recreational woodworking activity. Hankins related that the Planning Commission  
70 recommends to the City Council that it issue a conditional use permit with conditions as referenced in  
71 Resolution 2011-16.

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73 Sampair asked whether Hankins thought all of the neighbors were heard on this issue, and Hankins  
74 responded that he believes they had. Peterson was concerned about the Saturday hours and asked  
75 whether that was necessary. Hankins said that issue was not addressed at the meeting; the main point  
76 was after hours noise from usage of the woodworking equipment. Mitchell asked Hankins which  
77 members were present and the vote to approve the permit (Hankins responded 3-1 with Danks absent)  
78 and whether there was any discussion on hazardous materials (Hankins responded that the Fire Marshal  
79 indicated that there is no more hazardous materials in the subject garage than there is normally found  
80 for residential usage). Peterson asked about annual reviews, and Hankins responded that the permit  
81 allows for a review after a year.

82

83 Mitchell expressed a concern that this is a conditional use permit, which means that the permit is  
84 transferrable to a subsequent property owner, and mentioned that another option would be an interim  
85 use permit which is not a permanent property right. Unfortunately, the City does not have an interim  
86 use permit ordinance.

87

88 Harper stated that she attended the meeting and is concerned about the activity being referenced as  
89 cabinet-making when the discussion at the meeting centered around woodworking. Harper said that she  
90 is hesitant about restricting recreational woodworking. Mitchell advised Harper that the cabinet-making  
91 is a business and recreational woodworking is allowed.

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93 In response to the concerns about the potential revocability of the permit, Sandstrom advised the  
94 Council that as long as the property owner is abiding with the conditions attached to the permit that the  
95 permit can't be revoked.

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**Kropelnicki** addressed the Council by saying that he has an issue with not being able to use his woodworking equipment for recreational usage after 5:00 pm and on Sundays, and further said that if those terms were in the permit he would like to withdraw his request for the permit. City Attorney **Sandstrom** advised the Council that since the applicant has verbally withdrawn his permit request, he would not recommend voting on the matter one way or the other; **Sandstrom** recommends extending the 60-day review period for another 60 days to allow **Kropelnicki** to submit his withdrawal request in writing to the City.

**Sampair/Harper 4-0 (Carson absent) to extend the review period for Council consideration of the Kropelnicki conditional use permit request for 60 additional days, to allow the applicant to submit to the City his withdrawal request in writing.**

**FISCAL YEAR 2012 BUDGET> PRELIMINARY DISCUSSION:** **Harper** went over the preliminary budget figures for 2012, and advised that this is a very preliminary report and more detail will be forthcoming at the August 23 workshop meeting. **Peterson** brought up an issue relating to the potential reconstruction of Hall/Cedar, stating that he was advised that the road base had deteriorated and that in 2015 the street would need to be reconstructed. **Peterson** wanted to ask the Council whether the City should save money over the course of the next 3 years to pay for the reconstruction or wait until 2015 and bond for the improvement.

**CODE RED: EMERGENCY MASS NOTIFICATION SYSTEM:** **Powers** shared with the Council correspondence he received from the Washington County Sheriff's Office on the County's entering into an agreement with Emergency Communications Network for provisioning of mass communications for public safety purposes, known as "Code Red". **Powers** mentioned that the White Bear Lake Police Department supports Code Red and the City's annual cost to participate in Code Red is \$68.38.

**Peterson/Mitchell 4-0 (Carson absent) to approve the City's participation in the Code Red system.**

**VILLAGE HALL PAINTING, REPAIR OF SIDING, AND STRIPING OF PARKING LOT: APPROVE ADDITIONAL EXPENDITURE OF \$775.00 FOR REPLACEMENT OF SIDING, APPROVE \$490.00 EXPENDITURE FOR STRIPING PARKING LOT, AND APPROVE CONTRACT WITH CORNERSTONE CONSTRUCTION AND MANAGEMENT;** **Mitchell** noted that when the Council in July 2010 approved the \$4,800 expenditure for painting and repairing the exterior of the Village Hall, the bid did not include the cost – labor and materials – to repair 90 feet of siding, due to the contractor's opinion that such siding is no longer available. **Mitchell** added that since that time, the siding has become available and Cornerstone (the vendor awarded the contract) advised that the cost to replace 90 feet of siding would be \$775.00. In addition, **Mitchell** advised the Council that Cornerstone provided a \$490.00 estimate for striping the parking lot which, according to the City Engineer, appeared to be reasonable. **Mitchell** concluded his remarks by saying that he has prepared a contract with Cornerstone for all of the work and would like Council approval for these items.

**Peterson/Mitchell 4-0 (Carson absent) to approve the additional \$775.00 expenditure for the replacement of 90 feet of siding to the Village Hall, approve the \$490.00 expenditure for striping of the Village Hall parking lot; and to authorize the Mayor to draft and execute a contract with Cornerstone Construction and Management consistent with these terms.**

143 **CITY CLERK'S REPORT:** Powers advised the Council that next week, KEJ will be clearing vegetation from  
144 City signs; a letter to impacted property owners will be sent out this week. Powers also noted that the  
145 Personnel Committee performed a performance review for the Clerk and asked him for goals for the  
146 coming year; Powers asked the Council to come up with their own goals for him to accomplish.

147

148 Powers asked the Council whether, in the course of revising the Exterior Storage ordinance, whether it  
149 would entertain having staff enforcement the ordinance instead of the Council. The consensus of the  
150 Council was that it wanted to consider that change.

151

152 **Appoint Bea Krinke to the Parks Committee:** Powers shared with the Council an e-mail he received  
153 from City resident Bea Krinke of 429 Wildwood Avenue requesting to join the Parks Commission.

154

155 ***Sampair/Peterson 4-0 (Carson absent) to appoint Bea Krinke to a 3-year term on the Parks***  
156 ***Commission, with the term expiring in August 2014.***

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158 **CITY ENGINEER'S REPORT:** Elfering advised the Council that a check valve and one of the pumps at the  
159 Wildwood lift station was in need of emergency repair, and that the \$7,000.00 cost of the repair was  
160 approved by Council Member Harper and Mayor Mitchell. Elfering mentioned that the cause of the  
161 problem was gravel entering the lift station and said she was unsure where the gravel was entering the  
162 system. She alluded to two potential areas: from the portion of the sewer mains that have not yet been  
163 rehabilitated, and through the sanitary manholes. Elfering's memo to the Council indicated that  
164 televising the remaining sewer main segments is in the City's Capital Improvement Plan for 2012, and  
165 that the cost to rehab the remaining 76 manhole covers (half were done in 2008) is approximately  
166 \$30,000.

167

168 **Hydrant Repair:** Elfering advised the Council that the City of White Bear Lake will not be able to repair  
169 the City's fire hydrants as originally promised due to workforce reductions and additional work. She  
170 contacted several vendors to get quotes for repair of the hydrants that are in most need of repair. The  
171 only vendor to bid was Hennen Construction Company at a cost of \$15,000.00 for repair of 22 hydrants,  
172 or approximately \$675.00 per hydrant. Elfering noted that many vendors considered the job too small to  
173 bid on, and that the estimate was competitive based on the manufacturer's estimated cost of repair of  
174 \$965.00 per hydrant. Elfering recommended that the Council award the bid to Hennen Construction  
175 Company.

176

177 ***Harper/Sampair 4-0 (Carson absent) to award the bid for hydrant repair to Hennen Construction***  
178 ***Company for \$15,000.00 and directed the Mayor to draft and execute a contract consistent with these***  
179 ***terms.***

180

181 **Service Agreements with the City of White Bear Lake:** Elfering shared with the Council a list of public  
182 works services that could potentially be offered on a contract basis by the City of White Bear Lake, and  
183 noted that this issue came out of the agreement the City has with White Bear Lake to provide certified  
184 water operator services to the City. Elfering noted that in conversations with WBL Public Works Director  
185 Mark Burch, White Bear Lake desires not to provide services to the City on a piecemeal basis; rather, in  
186 order to better plan for staffing and other needs the City of White Bear Lake would like to determine the  
187 full extent of public works services desired by the City and to provide an cost estimate for the entire  
188 menu.

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190 The consensus of the Council was that except for utility billing (the Council is satisfied with the City of  
191 Little Canada) that the remaining items on the list accurately portrayed the public works services that  
192 the City wants to receive cost estimates.

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194 **NEXT MEETING> AUGUST 23: TOPIC:** Mitchell announced that the next meeting – on August 23 – will be  
195 devoted to a workshop discussing the 2012 City budget.

196

197 **SEPTEMBER 13 COUNCIL MEETING> TOPICS:** Mitchell announced the following topics will be on the  
198 agenda for the September 13, 2011 meeting:

199

- 200 • Work goals for the upcoming year, revised job description and employment agreement for the  
201 City Clerk;
- 202 • Resolution naming the City Clerk as the responsible authority under the Minnesota Data  
203 Practices Act;
- 204 • Draft revisions to the Exterior Storage ordinance and initial draft of an interim use ordinance.

205

206 Harper requested that time should be put on future agendas for Council reports.

207

208 **ADJOURN:** Without a motion, the Council adjourned the meeting @9:25 pm.

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210

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213

214 Dale Powers

215 City Clerk

DRAFT

**Birchwood Village Treasurer's Report**  
**9-8-11**

(2)

To: City Council  
From: Cindie J Reiter, Treasurer *CJR*

**Financial Report**

*Attached are the CTAS reports:*

The **DISBURSEMENTS REGISTER** is for those claims presented for payment this eve. Disbursement Register includes check numbers or EFT identifier.

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.

In the disbursement section you will find a running total (YTD) and variance (remaining balance) of the budgeted amount for each category of expense.

The **Cash Balance Statement** is the beginning balances (same as: year-end results for 2010). The beginning balances are all cash balances – which reside at US Bank (checking for operating funds & savings) and at Piper Jaffray (money market accounts for various fund reserves & savings)

**Current Items of Interest-**

- Catchbasin Expenses –Fund 403, Capital Projects Catchbasin. This is to identify expenses of the catchbasin project which was presented to RC Watershed District for allowable grant expenses as is a cost-share grant. The negative balance this month is after the reimbursement of \$13,404 was received. **YTD expense city expense \$18,149** and is shown as a negative number on the Cash Statement Fund 403.  
**ACTION requested: Transfer the negative balance to either the General Fund (or other fund as designated).**
- Dock Permit Fee – refunds to date total \$1,000 – another expected refund of \$200.
- 6/9/11 Disbursement of WBL Fire and Police code flipped between the two payments.
- Lift Station sinkhole – WBL \$169.70 and Gen Repair Srvc \$6154.46 (Total \$6,324.16).
- AUDIT ITEM – recall by year end &/or early next year there are certain designations to be made for the various city fund balances. (i.e. committed, designated, reserved, etc)

Park Expenses YTD \$11,128.71 – nearing Budget of \$13,000. YTD expense includes Tree Removal at Tennis Courts of \$1,874. There is also \$5,000 Revenue allocation to Special Revenue Fund, designated by ordinance to be used for park project not operations of parks. Funds derived from Dock Permit Fees.

**Water Fund** – Cash balance down 21K YTD. Object Code added for Water Purchase and is included under Water Utility. Locates for Water and Sewer have been given account code to delineate from Other Protection code. This month's report includes the YTD by object code.

**Sewer Fund** – Object Code added for Wastewater Treatment Charge (Met Council) and is included in Sewer Utility. This month's report includes the YTD by object code.

Please call/email with any questions.

*Cindie J Reiter,*  
Birchwood City Treasurer

**Special Assessment – Pay 2011** Resolution of over calculation of interest for Pay 2011 is to refund all PAID debt service special assessment for Pay 2011. This refund will be sent to property owners after the county provides report of those properties paid for 2011. The report should be available in the first quarter 2012 – refunds to be issued shortly after.

As of 09/08/2011  
Fiscal Year:2011

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$513,678.05	\$183,782.22	\$252,717.78	\$444,742.49
Special Rev Projects	\$7,550.65	\$8,435.46	\$1,000.00	\$14,986.11
Sewer 2004 Bonds	\$0.00	\$6,769.57	\$31,019.47	(\$24,249.90)
Birchwood In Re-hab Bond	\$0.00	\$494.10	\$0.00	\$494.10
Sewer Re-hab 2008 Debt	\$0.00	\$15,666.74	\$3,994.31	\$11,672.43
Cap Project - PW	\$41,571.00	\$0.00	\$0.00	\$41,571.00
Capital Projects	\$65,527.99	\$579.00	\$0.00	\$66,106.99
Cap Proj - Catchbasin	\$0.00	\$13,404.00	\$31,553.00	(\$18,149.00)
Water Enterprise Fund	\$45,623.45	\$30,626.13	\$51,758.62	\$24,490.96
Sewer Enterprise Fund	\$173,186.41	\$48,858.24	\$53,623.50	\$168,421.15
<b>Total</b>	<b>\$847,137.55</b>	<b>\$308,615.46</b>	<b>\$425,666.68</b>	<b>\$730,086.33</b>

As of 12/31/2011

**General Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
General Property Taxes	\$0.00	\$165,201.43	\$165,201.43
Total Acct 310	\$0.00	\$165,201.43	\$165,201.43
Building Permits	\$0.00	\$4,615.52	\$4,615.52
Dog Licenses	\$0.00	\$25.00	\$25.00
Zoning App Fee	\$0.00	\$206.00	\$206.00
Total Acct 322	\$0.00	\$4,846.52	\$4,846.52
State Grants and Aids	\$0.00	\$119.00	\$119.00
Total Acct 334	\$0.00	\$119.00	\$119.00
Recycle Grant	\$0.00	\$1,678.00	\$1,678.00
Cable Comm. Grant	\$0.00	\$7,119.06	\$7,119.06
Total Acct 336	\$0.00	\$8,797.06	\$8,797.06
City Hall Rent	\$0.00	\$325.00	\$325.00
Total Acct 341	\$0.00	\$325.00	\$325.00
Fines	\$0.00	\$418.63	\$418.63
Total Acct 351	\$0.00	\$418.63	\$418.63
Miscellaneous	\$0.00	\$1,082.84	\$1,082.84
Total Acct 361	\$0.00	\$1,082.84	\$1,082.84
Interest Earnings	\$0.00	\$600.13	\$600.13
Contrib. & Donations-Private	\$0.00	\$600.00	\$600.00
Refunds and Reimbursements	\$0.00	\$1,791.61	\$1,791.61
Total Acct 362	\$0.00	\$2,991.74	\$2,991.74
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$183,782.22</b>	<b>\$183,782.22</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Publishing	\$2,000.00	\$1,138.05	\$861.95
Total Acct 411	\$2,000.00	\$1,138.05	\$861.95
City Council	\$2,800.00	\$0.00	\$2,800.00
Total Acct 413	\$2,800.00	\$0.00	\$2,800.00
Clerk - Treasurer	\$52,855.00	\$41,666.22	\$11,188.78
Elections	\$470.00	\$470.00	\$0.00
Office Operations/Supplies	\$4,500.00	\$4,965.52	(\$465.52)
Postage/Postal Permits	\$0.00	\$504.50	(\$504.50)
Total Acct 414	\$57,825.00	\$47,606.24	\$10,218.76
Financial Administration	\$16,000.00	\$15,363.80	\$636.20
Assessing	\$5,200.00	\$5,917.85	(\$717.85)
Total Acct 415	\$21,200.00	\$21,281.65	(\$81.65)

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

**09/08/2011**

Legal Services	\$8,000.00	\$6,052.69	\$1,947.31
Engineer Service	\$6,000.00	\$5,197.95	\$802.05
Total Acct 416	\$14,000.00	\$11,250.64	\$2,749.36
Per Diem	\$495.00	\$0.00	\$495.00
Total Acct 418	\$495.00	\$0.00	\$495.00
Grants	\$0.00	\$2,222.00	(\$2,222.00)
Planning and Zoning	\$0.00	\$46.00	(\$46.00)
City Training & Development	\$7,590.00	\$2,848.89	\$4,741.11
City Hall-Gov't Buildings	\$17,300.00	\$12,861.24	\$4,438.76
City Insurance	\$7,600.00	\$8,428.00	(\$828.00)
Cable Eqpmt and Service	\$0.00	\$794.50	(\$794.50)
Newsletter	\$1,000.00	\$100.00	\$900.00
Total Acct 419	\$33,490.00	\$27,300.63	\$6,189.37
Police	\$88,500.00	\$66,378.78	\$22,121.22
Total Acct 421	\$88,500.00	\$66,378.78	\$22,121.22
Fire	\$20,100.00	\$15,058.44	\$5,041.56
Total Acct 422	\$20,100.00	\$15,058.44	\$5,041.56
Building Inspection	\$0.00	\$3,560.32	(\$3,560.32)
Total Acct 424	\$0.00	\$3,560.32	(\$3,560.32)
Animal Control	\$0.00	\$857.00	(\$857.00)
Total Acct 428	\$0.00	\$857.00	(\$857.00)
PUBLIC WORKS	\$3,000.00	\$0.00	\$3,000.00
Total Acct 430	\$3,000.00	\$0.00	\$3,000.00
Hwys, Streets & Road Mntnc	\$21,500.00	\$7,454.22	\$14,045.78
Ice and Snow Removal	\$0.00	\$10,093.73	(\$10,093.73)
Tree Care/Inspection	\$1,500.00	\$0.00	\$1,500.00
Tree Removal	\$4,000.00	\$1,854.38	\$2,145.62
Drainage - Structure Care	\$2,000.00	\$2,159.25	(\$159.25)
Street Signs	\$1,000.00	\$265.74	\$734.26
Street Lights	\$13,800.00	\$9,766.18	\$4,033.82
Water Utility	\$0.00	\$473.90	(\$473.90)
Sewer Utility	\$0.00	\$269.90	(\$269.90)
Total Acct 431	\$43,800.00	\$32,337.30	\$11,462.70
Weed Control	\$0.00	\$135.00	(\$135.00)
Total Acct 432	\$0.00	\$135.00	(\$135.00)
Sanitation - Recycling	\$12,000.00	\$8,236.88	\$3,763.12
Total Acct 441	\$12,000.00	\$8,236.88	\$3,763.12
Lawn Care/Mntnc	\$7,000.00	\$3,145.00	\$3,855.00
Total Acct 450	\$7,000.00	\$3,145.00	\$3,855.00
Recreation	\$1,500.00	\$1,621.42	(\$121.42)
Total Acct 451	\$1,500.00	\$1,621.42	(\$121.42)
Parks	\$13,000.00	\$11,128.71	\$1,871.29
Total Acct 452	\$13,000.00	\$11,128.71	\$1,871.29
CONSERVATION - NATURAL RESOURC	\$1,609.00	\$1,609.16	(\$0.16)
Total Acct 461	\$1,609.00	\$1,609.16	(\$0.16)

**City of Birchwood Village Ledger Financial Report by Account Number (YTD)****09/08/2011**

Unallocated Expenditures	\$681.00	\$72.56	\$608.44
Total Acct 492	\$681.00	\$72.56	\$608.44
<b>Total Disbursements</b>	<b>\$323,000.00</b>	<b>\$252,717.78</b>	<b>\$70,282.22</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$513,678.05</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$444,742.49</b>	

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

09/08/2011

As of 12/31/2011

Special Rev Projects	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock Permit Fee	\$0.00	\$8,435.00	\$8,435.00
Total Acct 322	\$0.00	\$8,435.00	\$8,435.00
Interest Earnings	\$0.00	\$0.46	\$0.46
Total Acct 362	\$0.00	\$0.46	\$0.46
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$8,435.46</b>	<b>\$8,435.46</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Recreation	\$0.00	\$1,000.00	(\$1,000.00)
Total Acct 451	\$0.00	\$1,000.00	(\$1,000.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>(\$1,000.00)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$7,550.65</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$14,986.11</b>	

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

09/08/2011

As of 12/31/2011

**Sewer 2004 Bonds**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$6,769.57	\$6,769.57
Total Acct 361	\$0.00	\$6,769.57	\$6,769.57
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$6,769.57</b>	<b>\$6,769.57</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Bond Payment	\$0.00	\$31,019.47	(\$31,019.47)
Total Acct 471	\$0.00	\$31,019.47	(\$31,019.47)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$31,019.47</b>	<b>(\$31,019.47)</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 12/31/2011</b>		<b>(\$24,249.90)</b>	

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

**09/08/2011**

As of 12/31/2011

**Birchwood In Re-hab Bond**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$494.10	\$494.10
Total Acct 361	\$0.00	\$494.10	\$494.10
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$494.10</b>	<b>\$494.10</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 12/31/2011</b>		<b>\$494.10</b>	

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

09/08/2011

As of 12/31/2011

Sewer Re-hab 2008 Debt

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$15,666.74	\$15,666.74
Total Acct 361	\$0.00	\$15,666.74	\$15,666.74
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$15,666.74</b>	<b>\$15,666.74</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Bond Payment	\$0.00	\$3,994.31	(\$3,994.31)
Total Acct 471	\$0.00	\$3,994.31	(\$3,994.31)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$3,994.31</b>	<b>(\$3,994.31)</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 12/31/2011</b>		<b>\$11,672.43</b>	

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

**09/08/2011**

As of 12/31/2011

**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:			
<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>\$41,571.00</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$41,571.00</b>	

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

**09/08/2011**

**As of 12/31/2011**

**Capital Projects**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Interest Earnings	\$0.00	\$579.00	\$579.00
Total Acct 362	\$0.00	\$579.00	\$579.00
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$579.00</b>	<b>\$579.00</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>\$65,527.99</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$66,106.99</b>	

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

09/08/2011

As of 12/31/2011

Cap Proj - Catchbasin

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Local Agency Grants	\$0.00	\$13,404.00	\$13,404.00
Total Acct 336	\$0.00	\$13,404.00	\$13,404.00
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$13,404.00</b>	<b>\$13,404.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Engineer Service	\$0.00	\$3,745.00	(\$3,745.00)
Total Acct 416	\$0.00	\$3,745.00	(\$3,745.00)
Drainage - Structure Care	\$0.00	\$27,808.00	(\$27,808.00)
Total Acct 431	\$0.00	\$27,808.00	(\$27,808.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$31,553.00</b>	<b>(\$31,553.00)</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 12/31/2011</b>		<b>(\$18,149.00)</b>	

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

09/08/2011

As of 12/31/2011

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$26,032.69	\$26,032.69
Penalty - Late Water/Sewer	\$0.00	\$854.20	\$854.20
State & Misc fees	\$0.00	\$1,334.35	\$1,334.35
Total Acct 341	\$0.00	\$28,221.24	\$28,221.24
DELQ - Water-Sewer fees	\$0.00	\$2,025.09	\$2,025.09
Total Acct 361	\$0.00	\$2,025.09	\$2,025.09
Interest Earnings	\$0.00	\$379.80	\$379.80
Total Acct 362	\$0.00	\$379.80	\$379.80
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$30,626.13</b>	<b>\$30,626.13</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Engineer Service	\$0.00	\$472.00	(\$472.00)
Total Acct 416	\$0.00	\$472.00	(\$472.00)
Utility Locates	\$0.00	\$174.23	(\$174.23)
Total Acct 428	\$0.00	\$174.23	(\$174.23)
Water Utility	\$0.00	\$29,004.37	(\$29,004.37)
Wtr/Swr Emergency	\$0.00	\$22,108.02	(\$22,108.02)
Total Acct 431	\$0.00	\$51,112.39	(\$51,112.39)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$51,758.62</b>	<b>(\$51,758.62)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$45,623.45</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$24,490.96</b>	

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

09/08/2011

As of 12/31/2011

**Sewer Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Sewer Fee	\$0.00	\$46,685.47	\$46,685.47
Total Acct 341	\$0.00	\$46,685.47	\$46,685.47
Sewer Re-hab A&B	\$0.00	\$15.00	\$15.00
DELQ - Water-Sewer fees	\$0.00	\$1,642.51	\$1,642.51
Total Acct 361	\$0.00	\$1,657.51	\$1,657.51
Interest Earnings	\$0.00	\$515.26	\$515.26
Total Acct 362	\$0.00	\$515.26	\$515.26
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$48,858.24</b>	<b>\$48,858.24</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Utility Locates	\$0.00	\$174.22	(\$174.22)
Total Acct 428	\$0.00	\$174.22	(\$174.22)
Wtr/Swr Emergency	\$0.00	\$7,860.15	(\$7,860.15)
Sewer Utility	\$0.00	\$45,589.13	(\$45,589.13)
Total Acct 431	\$0.00	\$53,449.28	(\$53,449.28)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$53,623.50</b>	<b>(\$53,623.50)</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$173,186.41</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$168,421.15</b>	

Fund Name: All Funds  
 Date Range: 08/10/2011 to 09/08/2011

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/10/2011	Residents - via LC	Utility Billing - LC JE 8	529	\$211.13	601-34105 601-34120 605-34110	\$64.45 \$3.18 \$143.50
08/10/2011	Residents - via LC	Utility Billing - LC JE 15	530	\$977.00	601-34105 601-34115 601-34120 605-34110	\$369.80 \$23.09 \$14.31 \$569.80
08/22/2011	Storm Guard Restoration	Bldg permit WB#0583047	531	\$200.29	100-32210	\$200.29
08/22/2011	Custom Remodelers	Bldg Permit #WB053067	532	\$113.46	100-32210	\$113.46
08/22/2011	Piper Jaffray	Sewer Acct Int - June & July 2011	533	\$1.69	605-36210 605-36210	\$0.86 \$0.83
08/22/2011	Piper Jaffray	Water Account - Int June & July 2011	534	\$0.53	601-36210 601-36210	\$0.26 \$0.27
08/22/2011	Piper Jaffray - GF	Interest June & July 2011	535	\$6.08	100-36210 100-36210	\$3.09 \$2.99
08/22/2011	US Bank - Parks/Roads	Interest June & July 2011	536	\$0.15	210-36210 210-36210	\$0.08 \$0.07
08/22/2011	US Bank - Water Fund Acct	Interest June & July 2011	537	\$0.11	601-36210 601-36210	\$0.06 \$0.05
08/22/2011	US Bank - Sewer Fund Acct	Interst - June & July 2011	538	\$0.61	605-36210 605-36210	\$0.29 \$0.32
08/24/2011	Residents - via LC	Utility Billing - LC JE 65	540	\$252.96	601-34105 601-34115 601-34120 605-34110	\$55.04 \$3.89 \$4.83 \$189.20
09/06/2011	Rice Creek Watershed District	Catchbasin cost share grant	539	\$13,404.00	403-33630	\$13,404.00
<b>Total For Period</b>				<b>\$15,168.01</b>		
<b>Total Year To Date</b>				<b>\$308,615.46</b>		

Fund Name: All Funds  
Date Range: 08/10/2011 to 09/08/2011

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/10/2011	Payroll Period Ending 01/01/2011		26740			VOID
08/10/2011	Ronnan, Kenny	Videographer - Service July 2011 (3)	26741	\$42.00	100-41950-305	\$42.00
08/10/2011	Eckberg, Lammers, Briggs, Wolff	Legal Service - July 2011	26742	\$130.00	100-41600-300	\$130.00
08/10/2011	General Repair Service	Lift Stn Repair - broken valve/pump	26743	\$6,154.46	605-43185-305	\$6,154.46
08/10/2011	Metropolitan Council Env. Service	Wastewater Service September 2011	26744	\$3,676.74	605-43190-380	\$3,676.74
08/10/2011	Waste Management of WI-MN	Recycle - July 2011	26745	\$936.00	100-44100-305	\$936.00
08/10/2011	Qwest	Phone/Fax lines Aug 2011	26746	\$104.53	100-41940-321	\$104.53
08/10/2011	Xcel Energy	Street Lights July 2011	26747	\$1,207.32	100-43160-380	\$1,207.32
08/11/2011	Washington County	Recording Fee for Owl St name change	26748	\$46.00	100-41910-430	\$46.00
08/11/2011	Harmonic Relief	Music in Park - Aug 14, 2011	26751	\$100.00	100-45100-300	\$100.00
08/11/2011	Amy & Adams	Music in park - Aug 21, 2011	26752	\$175.00	100-45100-300	\$175.00
08/15/2011	Payroll Period Ending 07/31/2011		26749	\$1,024.17	100-41400-100	\$1,024.17
08/15/2011	Payroll Period Ending 07/31/2011		26750	\$344.75	100-41400-100	\$344.75
08/17/2011	White Bear Lk Community Counsel Cnt	Annual Contribution - 2011	26753	\$2,022.00	100-41905-435	\$2,022.00
08/17/2011	Cornerstone Construction & Mgmt.	City Hall - Painting - start-up cost due	26754	\$3,030.00	100-41940-300	\$3,030.00
08/19/2011	PERA	Staff Retirement PE 7/31/11	PERA073111	\$256.65	100-41400-120	\$137.83
					100-41400-121	\$118.82
08/22/2011	Whitlock, John	Music In Park 8/28/11	26755	\$150.00	100-45100-300	\$150.00
08/31/2011	Payroll Period Ending 08/15/2011		26756	\$1,024.17	100-41400-100	\$1,024.17
08/31/2011	Payroll Period Ending 08/15/2011		26757	\$392.09	100-41400-100	\$392.09
08/31/2011	Payroll Period Ending 08/15/2011		26758	\$212.29	100-45200-100	\$212.29
08/31/2011	Payroll Period Ending 08/15/2011		26759	\$66.04	100-45200-100	\$66.04

City of Birchwood Village

Disbursements Register

09/08/2011

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
09/07/2011	Cornerstone Construction & Mgmt.	City Hall -Ext. Painting -final payment	26760	\$3,035.00	100-41940-300	\$3,035.00
09/07/2011	IRS - US Treasury	FEDTaxes - Aug 2011	FED082011	\$957.10	100-41400-110	\$404.58
					100-41400-160	\$55.96
					100-41400-162	\$239.27
					100-41400-164	\$55.96
					100-41400-166	\$162.09
					100-45200-160	\$4.28
					100-45200-162	\$18.29
					100-45200-164	\$4.28
					100-45200-166	\$12.39
09/07/2011	MN Department of Revenue	State W/H Aug 2011	MN082011	\$210.33	100-41400-115	\$210.33
09/07/2011	PERA	Staff Retirement PE 8/15/11	PERA081511	\$264.35	100-41400-120	\$141.97
					100-41400-121	\$122.38
09/08/2011	Hugo Plumbing & Pump Svc, Inc.	Mech Rm - pipe connectn change	26761	\$255.00	100-41940-300	\$255.00
09/08/2011	Toshiba Business Solutions, USA Inc	Qtrly Mntnc May-Aug Fee	26762	\$33.08	100-41420-305	\$33.08
09/08/2011	TSE, INC	City Hall Cleaning 7/19/11	26763	\$20.45	100-41940-305	\$20.45
09/08/2011	Reiter-Roberts, Cindie	Reimb -stamps	26764	\$44.00	100-41420-810	\$44.00
09/08/2011	White Bear Locksmith	Install ADA handles - city hall	26765	\$590.59	100-41940-220	\$590.59
09/08/2011	Xcel Energy	Park lights - Aug 2011	26766	\$9.95	100-45200-380	\$9.95
09/08/2011	Xcel Energy	City hal gas & electric - Aug 2011	26767	\$88.63	100-41940-380	\$88.63
09/08/2011	MN Dept of Health Drinking Water	Water Supply Connection Svc 3rd Qtr Fee	26768	\$562.00	601-43180-430	\$562.00
09/08/2011	City of White Bear Lake Bldg Inspecc	Bldg Inspections -July 2011	26769	\$533.00	100-42401-305	\$533.00
09/08/2011	City of White Bear Lake Police	Law Enforcement - Sept 2011	26770	\$7,375.42	100-42100-305	\$7,375.42
09/08/2011	City of White Bear Lake Fire	Fire Svc -Sept 2011	26771	\$1,673.16	100-42200-305	\$1,673.16
09/08/2011	Ronnan, Kenny	Videographer - Service Aug 2011 (6.5)	26772	\$91.00	100-41950-305	\$91.00
09/08/2011	KEJ Enterprises	Mowing service July/Aug	26773	\$640.00	100-45010-305	\$640.00
09/08/2011	KEJ Enterprises	Mow/weed/brush remvl/sweep/drains/L OS	26774	\$830.00	100-43100-305	\$200.00
					100-43150-305	\$45.00
					100-43260-305	\$135.00
					100-45010-305	\$450.00
09/08/2011	On-Site Sanitation Inc	Rental Unit - Tennis Court/TS Park July 2011	26775	\$174.08	100-45200-305	\$87.13

City of Birchwood Village

Disbursements Register

09/08/2011

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
					100-45200-305	\$86.95
09/08/2011	Xcel Energy	Lift Stns - Aug 2011	26776	\$596.99	605-43190-380	\$596.99
09/08/2011	League of Mn Cities Insurance Trust	Mun Excess Liab 2011/2012	26777	\$900.00	100-41945-364	\$900.00
09/08/2011	League of Mn Cities Insurance Trust	Prop/Casualty Pkg 2011/2012	26778	\$6,362.00	100-41945-361	\$4,056.00
					100-41945-362	\$2,119.00
					100-41945-363	\$69.00
					100-41945-365	\$118.00
09/08/2011	AVENET, LLC	Website - Host & Service Pkg Annual Renewal	26779	\$350.00	100-41420-230	\$350.00
09/08/2011	Elfering & Associates	Eng Srvc- Aug 2011	26780	\$614.24	100-41650-300	\$346.50
					100-43155-210	\$63.74
					100-43180-300	\$204.00
09/08/2011	Metropolitan Council Env. Service	Wastewater Service October 2011	26781	\$3,676.74	605-43190-217	\$3,676.74
09/08/2011	City of Birchwood Village	City Hall - WAtEr/Sewer	26782	\$42.84	100-41940-380	\$42.84
09/08/2011	On-Site Sanitation Inc	Rental Unit - Tennis Court Aug 2011	26783	\$43.57	100-45200-305	\$43.57
09/08/2011	TSE, INC	City Hall Janitorial - Aug 2011	26784	\$40.17	100-41940-305	\$20.45
					100-41940-305	\$19.72
09/08/2011	Abbot Paint & Carpet Co.	Exterior Paint - city hall (J Lund Acct)	26785	\$1,001.67	100-41940-220	\$1,001.67
09/08/2011	League of MN Cities	LMC Membership Dues 2011	26786	\$882.00	100-41920-433	\$882.00
09/08/2011	MN Mayors Assn	Mayors Assn Dues 2012	26787	\$20.00	100-41920-433	\$20.00
09/08/2011	Gopher State One Call	Locates Aug 2011 (26 email)	26788	\$37.70	601-42805-305	\$18.85
					605-42805-305	\$18.85
09/08/2011	Eckberg, Lammers, Briggs, Wolff	Legal Service - Aug 2011	26789	\$694.96	100-41600-300	\$694.96
09/08/2011	Waste Management of WI-MN	Recycle - Aug 2011	26790	\$936.90	100-44100-305	\$936.90

**Total For Period** **\$54,681.13**

**Total Year To Date** **\$425,666.68**

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

09/08/2011

As of 12/31/2011

**Water Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$26,032.69	\$26,032.69
Penalty - Late Water/Sewer	\$0.00	\$854.20	\$854.20
State & Misc fees	\$0.00	\$1,334.35	\$1,334.35
Total Acct 341	\$0.00	\$28,221.24	\$28,221.24
DELQ - Water-Sewer fees	\$0.00	\$2,025.09	\$2,025.09
Total Acct 361	\$0.00	\$2,025.09	\$2,025.09
Interest Earnings	\$0.00	\$379.80	\$379.80
Total Acct 362	\$0.00	\$379.80	\$379.80
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$30,626.13</b>	<b>\$30,626.13</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Engineer Service			
Professional Services	\$0.00	\$472.00	(\$472.00)
Total Acct 416	\$0.00	\$472.00	(\$472.00)
Utility Locates			
Contracted Services	\$0.00	\$174.23	(\$174.23)
Total Acct 428	\$0.00	\$174.23	(\$174.23)
Water Utility			
Water Supply	\$0.00	\$21,825.36	(\$21,825.36)
Professional Services	\$0.00	\$781.35	(\$781.35)
Contracted Services	\$0.00	\$4,739.66	(\$4,739.66)
Fees	\$0.00	\$1,658.00	(\$1,658.00)
Wtr/Swr Emergency			
Contracted Services	\$0.00	\$22,108.02	(\$22,108.02)
Total Acct 431	\$0.00	\$51,112.39	(\$51,112.39)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$51,758.62</b>	<b>(\$51,758.62)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$45,623.45</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$24,490.96</b>	

As of 12/31/2011

**Sewer Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Fee	\$0.00	\$46,685.47	\$46,685.47
Total Acct 341	\$0.00	\$46,685.47	\$46,685.47
Sewer Re-hab A&B	\$0.00	\$15.00	\$15.00
DELQ - Water-Sewer fees	\$0.00	\$1,642.51	\$1,642.51
Total Acct 361	\$0.00	\$1,657.51	\$1,657.51
Interest Earnings	\$0.00	\$515.26	\$515.26
Total Acct 362	\$0.00	\$515.26	\$515.26
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$48,858.24</b>	<b>\$48,858.24</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Utility Locates			
Contracted Services	\$0.00	\$174.22	(\$174.22)
Total Acct 428	\$0.00	\$174.22	(\$174.22)
Wtr/Swr Emergency			
Contracted Services	\$0.00	\$7,860.15	(\$7,860.15)
Sewer Utility			
Sewer - Wastewater Charge	\$0.00	\$29,413.92	(\$29,413.92)
Contracted Services	\$0.00	\$7,373.01	(\$7,373.01)
Utility Services	\$0.00	\$4,273.73	(\$4,273.73)
Electric Service	\$0.00	\$4,528.47	(\$4,528.47)
Total Acct 431	\$0.00	\$53,449.28	(\$53,449.28)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$53,623.50</b>	<b>(\$53,623.50)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$173,186.41</b>	
<b>Cash Balance as of 12/31/2011</b>		<b>\$168,421.15</b>	

August 22, 2011

I have been a Birchwood resident for five years and have recently retired from a career as a social worker and counselor. I now have time to become involved in this beautiful, vibrant community and would like to become a member of the Parks and Natural Resources Committee. Thank-you for giving me this opportunity.

Anne Salo  
511-Lake Ave  
651-776-8804  
[al.salo@hotmail.com](mailto:al.salo@hotmail.com)

**AGREEMENT FOR ASSESSMENT SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Birchwood Village, Washington County, Minnesota, herein referred to as "City", and Washington County, 14949 62<sup>nd</sup> Street North, Stillwater, MN 55082 herein referred to as "Washington County".

WITNESS:

WHEREAS, the City desires to retain Washington County and the Washington County Assessor to perform assessment services for the City; and

WHEREAS, Washington County desires to perform assessment services required by the City; and

WHEREAS, the City and the Washington County deem it mutually advantageous to set forth the terms and conditions of their relationship in writing;

NOW, THEREFORE, the parties hereto agree that the following shall constitute joint agreement for assessment services:

**SECTION ONE-PARTIES**

The City hereby contracts with Washington County to perform, and Washington County here by agrees to perform, the assessment services hereinafter described.

**SECTION TWO-SERVICES**

Washington County Assessor shall perform all assessment services required by state statute and the City. Such services shall include, but are not limited to the following:

- Appraise and classify all real and personal property located within the community.
- Interpret statutes, regulations, and legislative changes relating to property classification and valuation to the City Council/Town Board, realtors, bankers, citizens and civic groups as necessary or upon request.
- Answer questions/concerns regarding property values, classification, appeal process and the appraisal process from property owners.
- Draw and calculate “splits” of real estate reflective of ownership changes and/or physical change of real estate parcels.
- Maintain a listing of the assessment of each and every parcel of property located in each community.
- Each parcel of property within the City shall be physically inspected at least once every five years.
- Dependent on the community preference, the property owners within the community will be provided with either several Open Book opportunities of appeal during the appeals period OR the County will staff an annual Local Board of Appeal meeting conducted by the City Council/Town Board.
- Draw and interpret maps, charts and other descriptions to assist property owners in understanding the appraisal process.
- Develop land and building valuation schedules, conduct statistical analysis to support appraisal decisions, and oversee Computer Aided Mass Appraisal system (CAMA) table adjustments.
- Coordinate research of complex appraisal issues, review, investigate and make recommendations on applications for abatement or other reduction of assessed value.
- Coordinate collection of sales information and annual assessment for all property uses.
- Coordinate the valuation and classification of exempt properties, including interpreting statutes applying to exempt organizations and processing exemption requests.
- Manage all state tax court petitions and coordinates TIF assessment functions within the community.
- Provide values to city for various projects in which there may be an assessment agreement.

### SECTION THREE-CONTRACT PRICE

The city shall pay a fee to the County each year for assessment services based on the number of taxation parcels in the City. The assessment fee schedule is approved by the county board each year and establishes the fee amount per type of parcel. The County will utilize the same fee schedule for all of its contract communities in the county. The County will send a bill for assessing services each June for field work that was performed the previous calendar year and for review of the assessment through the local appeals period. The County will provide the City an estimate of the upcoming year's fees on or around September 1 of each year. Washington County will provide a report of assessment activities (Assessment Report) each year prior to the appraisal review period.

### SECTION FOUR-INDEPENDENT CONTRACTOR

It is understood and agreed between the parties that the Assessor is an independent contractor and not an employee of the City. The Assessor shall be responsible for furnishing its own transportation, books and any other documents or items of personal property required to perform the services. The City shall not be required to maintain any insurance coverage needed in connection with the performance of the Assessor's services, including but not limited to automobile liability insurance, workers compensation insurance and public liability insurance.

### SECTION FIVE-MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter. Any material alterations, variation, modifications, or waivers of provisions of this

Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

#### SECTION SIX-INDEMNIFICATION

Each Party shall be liable for its own acts and the acts of its officers and employees to the extent provided by law and hereby agrees to indemnify, hold harmless and defend each other, its officers and employees against any and all liability, loss, costs, damages claims or actions, including attorney's fees which the other may hereinafter sustain or incur, arising out of or by reason of any act or omission of the Party its officer and employees in the performance or failure to adequately perform its obligations under this agreement. The Parties further agree that the liability under this agreement shall be governed by Minnesota Statutes section 471.59 subd. 1a.

#### SECTION SEVEN-TERM OF CONTRACT

This Agreement shall remain in full force and effect for a period of 5 years beginning on July 1<sup>st</sup>, 2011.

SECTION EIGHT-TERMINATION CLAUSE

At the option of either the City of Birchwood Village or Washington County, this agreement may be terminated with a 90 day notification to the other party, prior to each July 1<sup>st</sup> anniversary date during the term of the contract. Upon such termination, the City shall be liable for payment for all services rendered by Washington County related to the current assessment year.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF BIRCHWOOD VILLAGE

WASHINGTON COUNTY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
County Board Chair

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
County Administrator

Recommended By:

\_\_\_\_\_  
Kevin Corbid  
Director, Property Records and Taxpayer Services

Approved by:

Approved as to form by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
George Kuprian  
Assistant Washington County Attorney

**RESOLUTION 2011-18**

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

**A RESOLUTION APPOINTING DALE POWERS AS THE RESPONSIBLE  
AUTHORITY UNDER THE MINNESOTA DATA PRACTICES ACT**

WHEREAS, Minnesota Statutes Chapter 13.02, Subdivision 16, as amended, requires that the City of Birchwood Village to appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City and,

WHEREAS, the Birchwood Village City Council shares a concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statute.

BE IT RESOLVED, the City Council of the City of Birchwood Village appoints Dale Powers as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes Chapter 13 as amended, and with rules as lawfully promulgated by the Commissioner of Administration.

FURTHER, BE IT RESOLVED, the Responsible Authority shall require the requesting party to pay the actual cost of making, certifying, and compiling copies and of preparing summary data, as allowed by Minnesota Statutes Chapter 13 and by Minnesota Rules Chapter 1205, as amended.

I certify that the City Council of the City of Birchwood Village adopted the above Resolution on this 13th day of September, 2011.

\_\_\_\_\_  
Alan Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Dale Powers  
City Clerk

TO: City Council  
FROM: Alan Mitchell, Mayor  
**SUBJECT: City Clerk Employment Agreement**  
DATE: September 6, 2011

Dale Powers, Birchwood City Clerk, began working for the City in July 2010. The 2010 employment agreement with Dale provides that Dale shall be given at least an annual salary and performance review. The bylaws for the Personnel Committee created by the Council provide that the Committee shall "conduct performance reviews and recommend compensation adjustments to the City Council."

On August 9, 2011, Jane Harper and I, who comprise the Personnel Committee, met with Dale to discuss his performance over the past twelve months. In advance of the meeting, Dale had provided a written self-evaluation and suggested the names of people we might talk to about his performance. Jane and I spoke with various individuals and vendors about Dale's performance. Dale also provided a draft job description and a list of goals at the meeting. At Dale's request the meeting of the Personnel Committee was conducted as an open meeting and notice of the meeting was posted. Joe Prinz, a Birchwood resident, attended the meeting and offered comments from time to time.

Dale has accomplished a number of things in the past year, including:

- Settling things down in the office, bringing order and professionalism to the work, and providing a sense of stability and continuity.
- Providing good agenda packets and process for the City Council including an Executive Summary for each meeting.
- Drafting well written minutes of the Council meetings.
- Improving the City's webpage to enhance its use as a reliable source of information.
- Conducting the 2010 election with many new election judges.
- Helping the treasurer with the finances and providing oversight of the handling of City monies as recommended by the auditor.
- Obtaining a new computer system in the office to greatly improve staff efficiency.

The Personnel Committee recommends that the Council enter into a new employment agreement with Dale to apply to his employment going forward. A proposed revised employment agreement is included with this memorandum. The terms of this agreement are essentially the same as the 2010 agreement, with 30 hours per week specified. The agreement also provides for an increase in pay. The Personnel Committee is recommending that Dale be given a 4% increase in his pay, which will bring his annual salary to \$35,360. This pay increase should be retroactive to the one year anniversary of his employment by the City. The Committee believes that a 4% increase is justified because Dale has now completed a year of service to the City. Also, the Committee believes that the Council should undertake a market survey to determine

whether an additional adjustment is appropriate to bring the salary more in line with comparable positions.

The Personnel Committee has also developed a new job description that will become an attachment to the employment agreement. It is important to state with specificity what tasks are expected of the City Clerk. The new job description contains some changes from the one included with the 2010 employment agreement to reflect what has developed with regard to the role of the Clerk over the past year. The Committee is not recommending that the zoning and planning work be taken back from the City of White Bear Lake and be conducted in-house by the Clerk.

Also included with this memo is a list of goals for the upcoming year that the Committee has developed after discussion with Dale. It is helpful to not only set forth the Council's expectations but also to establish some priority for the many tasks that remain to be completed. This document is not a part of the employment agreement but is simply a tool for emphasizing what the Council would like to see accomplished.

One further matter that the Council needs to address is where to keep the personal file maintained for each of the City's employees. The Committee recommends that the personal file on City employees be kept by the city attorney. The Personnel Committee's evaluations and the employee's self evaluations will be filed with the city attorney.

In sum, here's the action the Committee recommends the Council take:

- Give Dale Powers a 4% raise effective back to the day of his one year anniversary
- Approve the employment agreement with Dale Powers, which will include the job description and an increase in pay
- Adopt the list of goals prepared by the Personnel Committee
- Authorize the Personnel Committee to conduct a market survey of city clerk salaries and bring the information to the Council for consideration by the end of the year
- Determine that the personal file on City employees be maintained by the city attorney.

**BIRCHWOOD VILLAGE CITY CLERK  
EMPLOYMENT AGREEMENT**

This **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Birchwood Village, Minnesota (“Employer”), and Dale Powers (“Employee”).

WHEREAS, the parties previously agreed upon the terms of employment of Employee and such agreement was approved by the City Council of Employer;

WHEREAS, the parties desire to extend Employee’s employment and to enter into a new agreement setting forth the terms of employment including compensation;

WHEREAS, the parties desire that this Agreement replace any prior Employment Agreements;

NOW THEREFORE, the parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee to perform the functions and duties of the City Clerk and to perform other legally permissible and proper duties and functions as the City shall from time to time assign. A Job Description of the enumerated job duties of the City Clerk is attached hereto as “Exhibit 1.” The City Clerk position shall also be referred to as City Coordinator.
2. **EMPLOYMENT STATUS.** Employee shall be an employee “at will,” with the employment continuing until ended by either Employer or Employee.
3. **COMPENSATION.** Employer shall pay Employee a salary of \$35,360.00 per year, paid semimonthly on the first and the fifteenth day of each month. The Employee shall complete timesheets for all hours worked and provide the same to the Mayor or Acting Mayor for review prior to receiving the paycheck for those hours worked.
4. **HOURS OF WORK.** Employee is expected to work 30 hours per week, of which a minimum of 24 hours per week shall be “normal” office hours. “Normal” office hours are those hours to be worked according to a regular schedule and to be worked at City Hall or within the city. The additional 6 hours per week may be worked at locations away from the city.
5. **OFFICE HOURS.** Open office hours at City Hall shall be 9:00am to 12:00pm on Mondays and Thursdays (subject to change at Council’s discretion), and one other weekday at the discretion of the Employee. City Hall shall be open and accessible to the public during those hours, unless such hours fall on a legal holiday or other extenuating circumstances prevent Employee from being present. Time away from the City Hall during open office hours shall be prearranged with the Mayor or Acting Mayor whenever possible, and a notice shall be posted on the office door stating the time that the office will reopen. Employee may perform work normally done at City Hall outside of City Hall if pre-approved by the Mayor or Deputy Mayor, or during emergency situations. Except for the

required open office hours and attendance at required regular and special city council meetings or any other meeting directed by the City Council to attend, the distribution of required work hours throughout the work week is at the discretion of the Employee.

6. **ATTENDANCE AT COUNCIL MEETINGS.** Employee's attendance at all regular and special city council meetings is required. It is recognized that on occasion due to illness or family emergencies or approved vacation, the employee may not be able to attend these meetings. Any absences from these meetings shall be preapproved by the Mayor or Deputy Mayor.
7. **COMPENSATORY TIME OFF.** Any hours worked in excess of an average of 30 hours per week within a pay period shall have prior approval by the Mayor or Acting Mayor or the City Council and shall be compensated by an equal number of hours granted to Employee as compensatory time off. At any given time, the Employee shall have a maximum accrual of compensatory time off of 45 hours. Upon separation from employment Employee shall not be monetarily compensated for unused compensatory time off. Use of compensatory time off shall be preapproved by the Mayor or Deputy Mayor.
8. **PENSION PLAN AND OTHER BENEFITS.** Employer shall contribute to the Public Employees Retirement Association (PERA) for Employee as required by State law, or an alternate pension plan, if selected by Employee, authorized by State law. Employer shall pay for Employee's FICA and Worker's Compensation contributions. Employee shall not be entitled to health insurance, life insurance, or any other benefits not enumerated herein.
9. **PERSONAL TIME.** Employee shall accrue paid personal time at a rate of six (6) hours per month, with a maximum accrual of 100 hours at any point in time. All accrued personal time as of the date of this Agreement shall continue. Use of personal time shall be preapproved by the Mayor or Deputy Mayor.
10. **HOLIDAY PAY.** Employee shall be given holiday paid time off for ten (10) days per year at a rate of six (6) hours per day for each of the following holidays: New Year's, Martin Luther King Jr, Presidents', Memorial, July 4th, Labor, Columbus, Veteran's, Thanksgiving and Christmas. The holiday hours will be credited towards the Employee's 24 hours of "normal" office hours during the week in which the holiday falls. If the holiday falls on a Saturday, the hours shall be credited towards the prior work week. If the holiday falls on a Sunday, the hours shall be credited towards the following work week.
11. **PROFESSIONAL DEVELOPMENT.** Employer agrees to budget up to \$\_\_\_\_\_ to cover the costs of Employee's attendance at professional development courses or seminars and Employee's dues for membership in professional organizations or associations, relating to Employee's profession and Employee's continued professional participation, growth and advancement, for calendar year 2012. No expenses shall be authorized without the prior approval of the City Council.

Employer recognizes that Employee is an officer of the American Planning Association (APA) or a subset thereof. Employer further recognizes that Employee may decide to attend

conferences and other meetings as a part of those responsibilities. To that extent, Employer agrees to authorize Employee to attend said conferences and other meetings so long as attendance at the conference and other meetings does not conflict with performing the basic functions of the city clerk job. There is no expectation by Employee that the Employer will budget for registration, travel, lodging, and reasonable expenses associated with Employee's required attendance at APA events. Time spent by Employee attending APA events shall not count toward the required work hours at City Hall. Compensatory time or paid time off may be used.

12. **ANNUAL PERFORMANCE REVIEW.** Employee shall be given, at a minimum annual salary and performance reviews. Such reviews shall be conducted by the Personnel Committee, which shall report to the City Council.
13. **GENERAL EXPENSES.** Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by Employee, and hereby agrees to reimburse Employee for such expenses. Such reimbursement shall be subject to review and approval by the City Council. Employee shall keep receipts or other proof of payment and submit them, along with an itemized ledger, to the City Council for review prior to reimbursement. The Employee shall be compensated for mileage at the rate established by the Internal Revenue Service. Employer may direct Employee to cease incurring certain expenses.
14. **GENERAL CONDITIONS OF EMPLOYMENT.** The parties expressly agree that Employee's employment is "at-will." Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate Employee's employment at any time, and for any reason. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer; the Employer requests a courtesy notice of a minimum of two weeks.
15. **APPLICABILITY OF PERSONNEL POLICIES AND RESOLUTIONS.** Except where specifically abridged or modified by this Agreement, personnel policies as defined and set forth for employees of Employer, whether previously enacted or to be enacted in the future, shall apply to this Employee.
16. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** Employer and Employee may mutually agree to any other terms and conditions of employment of Employee as they may mutually deem appropriate from time-to-time, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the laws of the State of Minnesota, the ordinances of Employer, or any other applicable laws. Subject to the provisions of this Agreement, Employee is not prohibited from securing additional employment elsewhere so long as the additional employment does not conflict with performing the basic functions of the city clerk job. Said additional employment shall not be with an employer in which the appearance or fact of a conflict of interest with the Employer is apparent.
17. **DECORUM.** Without the express written consent of the City Council, the Employee, acting within the scope of employment, shall not engage in activities, actions, public

displays, or behavior that are directly contrary to the established policies, goals, programs or positions of Employer. The Employee shall not publicly offer opinions representing same to be the official position of Employer on any matter that has not been approved by the City Council for release. The Employee shall not use or disclose any information or data not otherwise already in the public domain for personal or financial gain. The Employee shall disclose to the City Council any direct, indirect or perceived conflicts of interest that the Employee may have relative to matters appearing before the City Council or as may be transacted by Employer in its routine operations.

18. **INDEMNIFICATION.** Employer shall defend and indemnify Employee pursuant to Minnesota Statutes § 466.07. In addition, Employer shall defend, hold harmless, and indemnify Employee from all torts; civil damages and penalties, and fines; and violation of statutes, laws, rules and ordinances, provided the Employee was lawfully acting in the performance of the duties of the position.
19. **ASSIGNMENTS AND SUBCONTRACTS.** None of the sums due, or about to become due, nor any of the work to be performed under this Employment Agreement by Employee shall be assigned to any third party without the prior written consent of Employer.
20. **APPLICABLE LAW.** This Employment Agreement shall be deemed to have been entered into and shall be construed and governed in accordance with the laws of the State of Minnesota.
21. **WAIVERS.** Failure of either party to insist, in any one (1) or more instances, upon the performance of any of the terms, covenants, or conditions of this Employment Agreement, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.
22. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Employment Agreement shall not affect the other provisions, and this Employment Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.
23. **AMENDMENTS.** The terms of this Employment Agreement may not be amended, modified, released, interpreted or changed in any manner, except by written instrument signed by both the Employer and Employee.
24. **HEADINGS.** The headings utilized herein are provided as aids in referencing provisions of this Employment Agreement, but shall not be utilized in interpretation or construction of the terms and conditions herein.
25. **MERGER.** This Employment Agreement and any attachment (when signed by both parties) contain the entire and only understanding or agreement between the parties in relation to the subject matter hereof. Any representations, provision, undertakings or conditions not contained herein shall be of no effect and nonbinding. This Agreement shall

constitute the entire agreement between the parties and shall be binding upon and inure to the benefits of the heirs, executors, administrators and successors in interest of the parties. All previous agreements are considered to be null and void.

- 26. **FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any delay or failure to perform under this Employment Agreement resulting, directly or indirectly, from any cause beyond reasonable control, including, but not limited to, war, fire, riot, insurrection and acts of God.

**IN WITNESS WHEREOF,** Employer and Employee have caused this Agreement to be signed and executed, in duplicate, the day and year first written above.

**EMPLOYER:**

**EMPLOYEE:**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## City Clerk/Coordinator Position Description

August 2011

### Purpose of the Position

Coordinate the daily business activities of the city including, but not limited to performing skilled bookkeeping and record keeping; managing contracts; keeping the official minutes of the city council; and conducting city elections.

### Supervision

Works under the general and administrative supervision of the city council and its designated personnel director.

### Typical Duties

#### I. General Administration

- Responsible for the coordination and administration of city policies and procedures including conducting research and assisting in the development of solutions to problems.
- Responsible for the statutory duties of the city clerk per the provisions of Minnesota Statutes section 412.151.
- Prepares and types correspondence, reports, memos, letters, ordinances, etc. on behalf of the city council.
- Receives requests, complaints and information from the public; conducts the appropriate research and transmits to the city council.
- Attends regular and special city council meetings; prepares agendas and packets; records city council actions; and maintains records of minutes, ordinances and resolutions.
- Arranges and publishes notices of meetings and public hearings as required by law.
- Attests the mayor's signature on official documents wherever required and maintains responsibility for the city seal.
- Provides certified copies of proceedings and records of the city upon request.
- Acts as liaison with state, regional and county officials, city engineer and city attorney.
- Maintains office equipment.
- Oversees work of contractors consistent with city council direction.
- Prepares draft resolutions, ordinances, by-laws, policies, contracts and requests for proposal for review by the city council.
- Oversees management of city hall including building maintenance and repairs; hall cleaning; and hall rental
- Serves as data practices compliance official pursuant to Minnesota Statutes section 13.05.

## **II. Land Use and Development**

- Coordinates with the City of White Bear Lake the land use and code enforcement process.

## **III. Financial**

- Participates (with the City Treasurer) in the segregation of financial duties as per the city's Internal Control Policy including but not limited to reviews of pay requests from vendors consistent with the terms of contractual engagement, and review of monthly bank statements for adherence with the approved disbursements of the city council.
- Work with City Treasurer and city council liaison for budget and finance issues to prepare the annual budget.

## **IV. Parks**

- Provides professional and administrative guidance to the Parks Committee within the scope of the Committee's authority.

## **V. Elections**

- Administers local, state, county and federal elections in accordance with state and county requirements.
- Oversees, schedules, and trains election judges and maintains election records.

## **Knowledge, Skills and Abilities**

Knowledge of laws, rules and regulations affecting city government.

Knowledge of governmental accounting, payroll and billing practices and procedures.

Knowledge of state and county election procedures and laws.

Knowledge of general planning and zoning principles and Minnesota municipal planning regulations.

Ability to prepare an annual budget.

Ability to keep accurate and complete records and files.

Ability to read and analyze technical information and identify concerns.

Ability to communicate effectively, both orally and in writing, with city staff, state and county officials, elected officials and the public.

Ability to prioritize work, conduct research, and solve problems.

Ability to operate typical office equipment including a computer and related software, printer, fax machine, copier, and typewriter.

Ability to use cable TV and related equipment.

Ability to type or enter data into a copier with speed and accuracy.

**Dale Powers**  
**2011-2012 Performance Goals**  
**August 2011**

The following goals are not an inclusive list of the clerk's activities for the upcoming twelve month period. They are meant to be areas of special focus and are in addition to the typical duties contained in the City Clerk/Coordinator position description.

**A Priority - Highest Priority**

- Ensure that code and policy books are up-to-date and posted to the city website. (3<sup>rd</sup> quarter 2011)
- Ensure that all city services are under a current contract; retain an up-to-date contract book. (on going)
- Ensure that paperwork for all current activities is filed appropriately for easy retrieval. (ongoing)
- Work with Parks Committee on bringing focus and direction to the Committee's responsibilities and provide administrative guidance. Ensure a smooth and timely hiring process for hockey attendants and other park employees. (on going)
- Work with Planning Commission to update the city code for Exterior Storage, Complaint Investigation Process, Interim Use Permit and other specific land use ordinances as directed by the city council. (3<sup>rd</sup>, 4<sup>th</sup> quarter 2011)
- Meet semi annually with White Bear Lake Planning and Building staff to discuss work process. (3<sup>rd</sup> quarter 2011, 1<sup>st</sup> quarter 2012)
- Provide work direction and oversight of park employees in coordination with city council liaison to Parks Committee and the Parks Committee Chairperson. (on going)
- Complete a new contract with the City of White Bear Lake for desired services related to the city's water system. (4<sup>th</sup> quarter 2011)
- Recommend to the city council an implementation strategy and timeline for city hall improvements. (1<sup>st</sup> quarter 2012)
- Continue building effective working relationships with other city staff, committee chairs, vendors and contractors. (on going)
- Develop a list of possible volunteer services in the city and solicit volunteers to perform those services, including Sentence to Service crews. Publish in newsletter. (on going)

**B Priority – As time permits.**

- Continue to clean and organize historic files according to the adopted records retention policy. (ongoing)
- Take proactive action when discovering activities in the city that are out of compliance with city code. (ongoing)
- Work with the City Treasurer to complete the electronic funds transfer process. (4<sup>th</sup> quarter 2011)
- Continue work on improving the city's website. (on going)

**Stretch Goal**

- Conduct a resident satisfaction survey.
- Work with the City Treasurer and the city council liaison for Budget and Finance to prepare the annual budget. (2<sup>nd</sup> quarter 2012)

**Date: September 1, 2011**

**To: Birchwood City Council**

**From: Jane Harper**

**Re: 2012 Preliminary Budget and Levy**

Attached are the following:

- Revised preliminary budget detail incorporating the changes recommended at the August 23 City Council meeting.
- Revised preliminary budget summary sheet.
- Draft budgets for Sewer Fund and Water Fund.

Given the proposed preliminary budget the City Council would certify a preliminary levy of \$365,282. This would be an increase of \$42,282 or 13% over the 2011 final levy of \$323,000. Before setting the preliminary budget the City Council should confirm the following decisions:

**Sewer Projects**

The council recommended funding the following projects from the Sewer Fund for a total expenditure of \$49,200.

- Manhole repairs (\$30,000)
- Lift station pump replacement (\$15,000)
- Video mains for cracks (\$4,200)

Without increasing the sewer fees, the Sewer Fund is projected to run a budget deficit in 2012 and all future years until the bonds are paid off (2014 for 2004 bond, 2018 for 2008 bond). Without doing anything (increasing sewer fees or funding capital projects), the Sewer Fund will be reduced to its required minimum balance in 2014. The project expenditures plus the projected 2012 budget deficit will reduce the Sewer Fund to \$10,000 below the required minimum balance in 2012. The city will need to raise sewer revenues either in 2012 or at the latest in 2014. The Council can choose to increase sewer fees, impose a sewer surcharge fee, transfer dollars from the General Fund, or use levy dollars. To raise funds for the three capital projects through an increased sewer fee or a surcharge would result in a per account (378 accounts) cost of about \$130.00.

- *Decision Point:* The City Council must decide how much of the \$49,200 it wants to fund with current funds and how much it wants to fund with new revenues (sewer fee or surcharge). If a surcharge is used, over how many years will the cost be spread? If an increase in fees is used, how quickly does the city want to recoup the project cost?

**Water Projects**

The council recommended funding the hydrant replacement/maintenance project (\$22,000) from the Water Fund. A closer review of the Water Fund shows that it does not have enough fund balance to cover this expenditure. The city will need to raise water revenues to cover the costs of this project. The Council can choose to pay for the project through an increase in water fees, an infrastructure surcharge fee, or transferring funds from the General Fund. To fund the project through an increased water fee or a surcharge would result in a per account (356 accounts) cost of about \$62.00.

- *Decision Point:* The City Council must decide if it wants to fund the project using current General Fund dollars or to raise new revenues (water fee or surcharge). If a surcharge is used, over how many years will the cost be spread? If an increase in fees is used, how quickly does the city want to recoup the project cost?

### **Park Budget**

The Park Committee has requested a budget increase of nearly \$3,500 over the 2011 budget of \$18,000. The proposed budget is the same as 2011 with \$13,000 coming from levy and \$5,000 coming from the Park Fund.

- *Decision Point:* Does the City Council want to increase the Park Budget? If so, does it want to fund the increase through levy or the Park Fund?

### **Preliminary Levy**

The proposed budget calls for a preliminary levy increase that is 13% higher than the 2011 final levy. If the City Council wants to reduce the 2012 levy, the most obvious options include the following:

- Reduce expenditures. The council will need to identify specific line items it wants to reduce.
- Transfer more from the Park Fund for the park expenditures.
- Transfer funds from the Capital Project Fund to fund the city hall improvements (\$15,000 reduction).
- Use General Fund fund balance to cover some of the proposed expenditures.

- *Decision Point:* Is the council comfortable with certifying a preliminary levy of \$365,282? If no, what options does the council wish to use to reduce the preliminary levy?

### **Final Budget Preparation**

The council will need to approve a final budget and certify a final levy in December. The council will work on tweaking the proposed budget over the next three months.

- *Decision Point:* Are there any line item expenditures that the council would like to schedule time to discuss in more detail before approving the final budget?

## City of Birchwood Village 2012 Proposed Budget Expenditure Summary General Fund

Budget Categories	Levy Revenue and Related Expenditures				COMMENTS
	2011	2012	% change	\$ change	
General Government	131,800	140,379	7%	8,579	Includes new items desk audit for internal control procedures (\$4,000) and city hall improvements (\$15,000); and across-the-board increases in all categories except for a decrease in office equipment and training.
Public Safety	108,600	127,203	17%	18,603	Includes new items lift station maintenance (\$9,000) and valve testing and maintenance (\$5,000). Does not include the cost of water services from White Bear Lake such as emergency response for water main breaks, certified water operator, water testing, and hydrant flushing; could fund these from Water Fund.
Public Works (Roads)	41,300	54,500	32%	13,200	Includes new item sign replacement (\$4,000).
Parks	13,000	13,000	0%	0	Includes same level as 2010 including \$5,000 from Park Fund.
Park Programming	1,500	2,200	47%	700	Plus \$1,500 of mayor's salary. New item includes fireworks donation, Hockey Day, and Music-in-the-Park.
Sanitation	24,500	22,300	-9%	-2,200	Includes slight reduction in tree removal.
Other	2,500	5,700	128%	3,200	
<b>TOTAL</b>	<b>323,000</b>	<b>365,282</b>	<b>13%</b>	<b>42,282</b>	
<b>Capital Projects</b>					
Manhole Repairs		30,000			Sewer Fund
Lift station pump replacement		15,000			Sewer Fund
Video mains for cracks		4,200			Sewer Fund
Hydrant Replacement/Maintenance		22,000			Water Fund
City Hall Improvements	?				Capital Project Fund
<b>TOTAL</b>		<b>71,200</b>			
<b>TOTAL BUDGET</b>		<b>436,482</b>			

City of Birchwood Village Revenue and Expenditure Trends and Proposed 2012 Budget  
General Fund

Does not include revenues collected through sewer, water and park fees. These are accounted for in separate funds.

Data Source: 2007 - 2010 Year End Financial Statements  
2011 Yr-to-Date is through August disbursements

	2007	2008	2009	2010	2011		2012 Proposed		Comments
	Actual	Actual	Actual	Actual	Budget	Yr-to-Date	Levy	Other	
<b>GENERAL PROPERTY TAXES</b>	284,443	327,304	363,941	323,491	323,000	165,201	365,282		Amount to be certified.
<b>LICENSES AND PERMITS</b>									
Business Licenses and Permits Fees	1,668	3,387	36,546	9,583	0	60	200 Fee		
Building Permit Fee	16,998	9,701	0	0	0	4,241	8,500 Fee		
Plan Check Fee	4,464	2,593	0	0	0	0	0 Fee		
Variances/Zoning Fees	1,345	1,191	0	0	0	206	0 Fee		
Dog License Fees	1,408	1,535	0	0	0	25	1,200 Fee		Biannual fee.
Sub-Total	25,883	18,407	36,546	9,583	0	4,532	9,900		Offset to Building Inspection Expenses.
<b>INTERGOVERNMENTAL REVENUES</b>									
Federal Grants and Aids	0	0	0	0	0	0	0		
State Grants and Aid	14,417	12,196	7,201	32,985	0	0	5,578 LGA		
State of MN Pera	238	238	0	0	0	119	238 State of MN		
Local Grants and Aids	0	10,000	0	3,500	0	13,460	0 Rice Creek-WD		
Recycle Grant	1,500	1,500	0	0	0	1,678	1,650 Washington County		
Cable Commission Grant/Allocation	37,382	0	0	0	0	7,119	5,000 RWS/Cable Commission		City's allocation from fees collected from
Sub-Total	53,537	23,934	7,201	36,485	0	22,376	12,466		
<b>CHARGES FOR SERVICES</b>	0	0	501	992	0	0	0		
<b>GENERAL GOVERNMENT</b>									
City Hall Rent	125	125	0	0	0	325	200 Fees		
Certified Bills	0	0	8,053	1,116	0	0	0		
Delinqnt Utilities - Garb/CFC	86,462	51,109	0	0	0	0	0		
<b>OTHER CHARGES</b>									
State & Misc Fees	0	0	0	0	0	0	0		
Sales Tax	5,918	3,244	0	0	0	0	0		
<b>FINES AND FORFEITS</b>									
Fines	942	1,492	2,474	1,277	0	419	1,000		



	2007	2008	2009	2010	2011		2012 Proposed		Comments
	Actual	Actual	Actual	Actual	Budget	Yr-to-Date	Levy	Other	Rev Source
Wages and Salaries	20,784	21,923	32,935	51,131	52,855	21,615			Total Y-T-D: 38,600
Employer Contribution Retirement	0	0	0	0	0	2,192			
Medicare - Employer	8,724	9,700	0	0	0	671			rate: 1.45%
Social Security Employer	0	6,676	0	0	0	2,849			rate: 6.2%
Other Pay	0	0	0	0	0	55			
Mileage						16			
Recording and Reporting	0	0	127	0	0	0			
Accounting (Treasurer)									
Accounting Professional Services	3,680	3,682	4,064	3,500	0	0			
<b>Subtotal</b>	<b>33,188</b>	<b>41,981</b>	<b>37,126</b>	<b>54,631</b>	<b>52,855</b>	<b>27,398</b>	<b>56,000</b>		
<b>Elections</b>									
Wages and Salaries	0	2,035	0	4,311	0	0	3,500		
Operating Supplies	0	0	0	0	0	0	100		
Repair & Maint. Supplies	0	0	470	0	470	470	500		
Mileage	0	0	0	0	0	0	50		
Legal Notice Publication	0	0	0	0	0	0	250		
<b>Subtotal</b>	<b>0</b>	<b>2,035</b>	<b>470</b>	<b>4,311</b>	<b>470</b>	<b>470</b>	<b>4,400</b>		Even numbers years.
<b>Office Operations</b>									
Office Supplies	3,012	3,493	3,413	2,846	5,300	1,578	3,000		
Operating Supplies	0	0	0	445	0	888	100		
Repair & Maint. Supplies	125	470	0	520	0	0	0		
Office Equipment	42,130	0	0	2,023	4,500	1,953	1,500		
Small Tools & Minor Equip (copier)	0	0	0	70	0	0	300		
Contracted Services	0	0	0	59	0	119	325		
<b>Postage/Postal Permits</b>									
Office Supplies	451	424	0	433	0	505	1,000		
Refunds & Reimbursements	0	0	0	52	0	0	0		
<b>Subtotal</b>	<b>45,718</b>	<b>4,387</b>	<b>3,413</b>	<b>6,447</b>	<b>9,800</b>	<b>5,043</b>	<b>6,225</b>		
<b>Financial Administration</b>									
Auditing Services	0	0	0	22,874	16,000	15,143	4,000		Desk audit of internal control practices
Fees (Banking)	0	0	170	472	0	164	400		
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>170</b>	<b>23,346</b>	<b>16,000</b>	<b>15,307</b>	<b>4,400</b>		
<b>Insurance - City</b>									
Insurance	6,607	7,407	0	0	7,600		0		

	2007	2008	2009	2010	2011	2012 Proposed	Comments			
	Actual	Actual	Actual	Actual	Budget	Yr-to-Date	Levy	Other	Rev Source	
General Liability Ins.	0	0	5,677	3,604	0	4,238	4,355			tend 2-3% increase
Property Insurance	0	0	930	2,160	0	1,719	1,770			
Vehicle Insurance	0	0	0	69	0	70	72			
Workers Compensation	0	0	676	690	0	605	625			2011 included premium plus audit coverage for Tree Inspector and Grounds Maintenance Contractor
Excess Liability	0	0	0	900	0	900	927			
Crime Coverage	0	0	0	133	0	120	125			
Municipal	0	0	1,500	0	0	720	745			
<b>Subtotal</b>	<b>6,607</b>	<b>7,407</b>	<b>9,459</b>	<b>8,246</b>	<b>7,600</b>	<b>8,372</b>	<b>8,619</b>			Could reduce premium with higher deductible
<b>Assessing</b>										
Contracted Services	5,536	4,965	5,978	5,164	5,200	5,918	5,900			Inc. city fee for special assessment billing
<b>Legal Services</b>										
Professional Services	9,787	12,668	6,557	15,731	8,000	5,228	10,000			
<b>Engineer Service</b>										
Professional Services	21,701	9,353	3,160	2,818	6,000	4,851	6,500			
<b>City Training &amp; Development</b>										
Training	515	0	660	40	2,540	1,544	700			
Transportation	0	0	32	0	900	88	100			
Dues & Subscriptions	3,746	4,559	5,410	5,275	1,000	315	1,000			
<b>Grants</b>										
Grants WB counseling ctr	0	0	0	0	3,150	0	3,200			
Grants (pandemic) fireworks	0	5,762	0	0	0	200	0			
<b>City Hall-Gov't Buildings</b>										
Repair & Maint. Supplies	5,204	5,163	2,130	176	12,000	812	4,000			
Professional Services	0	0	0	182	0	324	0			
Contracted Services	0	0	0	418	0	0	0			
Telephone	1,001	1,008	0	1,158	0	750	1,300			
Utility Services	2,932	3,438	6,631	3,249	0	2,441	5,000			
Buildings & Structures	6,846	6,525	0	10,861	0	325	15,000		Capital Project Fund	Add in after staff provides a schedule and cost estimates for improvements.
Computer/Internet	0	0	336	0	0	0	0			
<b>Subtotal</b>	<b>15,983</b>	<b>16,134</b>	<b>9,097</b>	<b>16,044</b>	<b>12,000</b>	<b>4,652</b>	<b>25,300</b>			
<b>Cable Equipment/Service</b>										

	2007	2008	2009	2010	2011	2012 Proposed	Comments		
	Actual	Actual	Actual	Actual	Budget	Yr-to-Date	Levy	Other	Rev Source
Contracted Services	0	0	990	1,106	0	662		1,200	Cable Com Allocation
Communication	0	0	0	26,785	0	0	0		
Newsletter									
Operating Supplies	0	0	0		0	0	0		
Contracted Services	0	0	0	302	0	100	400		
Printing and Binding	0	0	0	0	1,000	0	0		
<b>TOTAL</b>	<b>147,689</b>	<b>114,361</b>	<b>88,852</b>	<b>175,287</b>	<b>131,810</b>	<b>81,286</b>	<b>140,379</b>	<b>1,200</b>	
<b>PUBLIC SAFETY</b>									
<b>Police</b>									
Contracted Services	81,154	86,129	89,667	85,637	88,500	53,301	90,935		Increase 2.75%
<b>Fire</b>									
Contracted Services	19,181	20,058	21,375	21,867	20,100	19,088	20,500		Increase 1.95%
Other Protection									
W/A County - CODE RED Mass Comm System							68		
WBL - Water & Sewer Emergency Service							14,000		\$9,000 lift station maintenance (\$3,000 each) and \$5,000 valve testing and maintenance
Contracted Services	0	0	0	1,015	0		1,000		
Dept of Labor Fees	0	0	1,185	692	0		700		
County Environmental Charge			627				0		
Animal Control	1,610	1,332	1,237	304	0	857			Increase 1.95%. Fees don't cover costs.
Refuse Collection	52	133	79	0	0		0		
<b>Building Inspection (non levy)</b>									
Small Tools and Minor Equipment						175			Increase 1.75% fee (of net)
Contracted Services	9,117	13,339	22,387	15,664	0	2,707			
Fees (variance, cond use permits)	2,440	4,264	0	692	0	145		8,700	Permit, license fees
<b>TOTAL</b>	<b>113,554</b>	<b>125,255</b>	<b>136,557</b>	<b>125,871</b>	<b>108,600</b>	<b>76,273</b>	<b>127,203</b>	<b>9,575</b>	
<b>PUBLIC WORKS</b>									
Improvements Other than Buildings	0	0	0	0	3,000	0	0		
Survey Public Spaces							5,000		Kristie to get estimate for Dellwood and Tyghe Schmitt areas.
<b>Highways, Streets &amp; Roadways</b>									
Repair & Maint Supplies	2,318	0	10,703	516	0	0	2,000		
Contracted Services	0	9,415	0	10,460	21,500	7,254	5,000		Crack sealing and pothole repairs
Street Sweeping	4,716	5,150	0	0	0	0	5,000		

	2007	2008	2009	2010	2011	2012 Proposed	Comments			
Crack Sealing	Actual	Actual	Actual	Actual	Budget	Yr-to-Date	Levy	Other	Rev Source	
Seal Coat	24,744	9,778	0	0	35,739	0	0	0		
Street Signs		25,050	0	0	0	0	0	0		
Street Signs					1,000	202	4,000			
<b>Ice and Snow Removal</b>										
Operating Supplies (salt sand)	4,950	4,172	0	3,266	0	4,190	7,000			sand/gravel
Contracted Services	10,024	8,465	18,404	17,646	0	5,904	14,000			plowing
Subtotal	46,752	62,030	29,107	67,628	22,500	17,550	37,000			
<b>Street Lights</b>										
Utility Services	12,877	13,289	12,979	14,847	13,800	8,556	15,000			
<b>Drainage - Structure Care</b>										
Contracted Services	0	6,702	0	228	2,000	1,997	2,500			catch basin and sump clean out
Fees	0	0	0	400	0	117	0			
Subtotal	0	6,702	0	628	2,000	2,114	2,500			
<b>Water Utility</b>										
Refunds & Reimbursements	0	0	0	554	0	270	0			
<b>Sewer Utility</b>										
Refunds & Reimbursements	0	0	0	270	0	270	0			
TOTAL	59,629	82,021	42,086	83,927	41,300	28,760	54,500			
<b>CULTURE &amp; RECREATION</b>										
<b>Recreation</b>										
Operating Supplies	0	0	0	41	0	96	100			
Dues & Subscriptions	0	0	0	0	0	200	200			
Comm Event- Music/Fireworks/Hockey Day					1,500	900	1,900			Plus mayor wage offset \$1500
Subtotal							2,200			
<b>Parks</b>										
Wages and Salaries	3,836	7,154	0	5,508	0	4,255	5,900			5300 for hockey attendants, 600 for summer
Unemployment Compensation	0	0	0	174	0	0				
Medicare - Employer						66				
Social Security - Employer						302				
Office Supplies	0	0	0	30	0	0	0			
Operating Supplies	752	550	0	1,392	18,000	661	1,420	2,000	Park Fund	porta-potty, flag, repairs such as canoe rack, picnic table, swing, signs, weed control, tennis court maintenance
Repair & Maint Supplies	32,729	6,735	0	890	0	714	1,500			

	2007		2008		2009		2010		2011		2012 Proposed		Comments			
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Yr-to-Date	Levy	Other	Rev Source				
Professional Services	0	0	0	0	190	0	0	0	0	0						
Contracted Services	0	0	0	0	1,902	0	0	2,726	360				fountain hook-up and shut-off			
Utility Services	517	590	0	0	507	0	0	755	900							
Fees	0	0	0	0	35	0	0	0	0							
Buildings & Structures	0	0	0	0	1,429	0	0	801	1,100				warming house			
Furniture and Fixtures	0	0	0	0	1,212	0	0	0	3,000				snow blower			
Garbage Pickup	377	459														
Park Project											3,000	Park Fund				
Diseased Trees											2,300					
Deduct to keep at 2011 level.											-3,480		Parks Com needs to reduce overall budget by this amount.			
<b>TOTAL</b>	<b>38,211</b>	<b>15,488</b>	<b>16,388</b>	<b>13,269</b>	<b>18,000</b>	<b>10,279</b>	<b>13,000</b>	<b>5,000</b>	<b>38,211</b>	<b>15,488</b>	<b>16,388</b>	<b>13,310</b>	<b>19,500</b>	<b>11,475</b>	<b>15,200</b>	<b>5,000</b>
<b>SANITATION</b>																
Tree Care/Inspection																
Contracted Services	0	0	0	0	701	1,500		1,500								
Tree Removal																
Operating Supplies	0	0	0	0	321	0	0	250								
Diseased Trees	2,585	4,173	4,218	0	0	0	0	0								
Contracted Services	4,499	5,453	0	0	4,762	4,000	1,854	3,200								
Sanitation - Recycling																
Contracted Services	93,430	96,378	8,849	12,537	12,000	6,364	10,350	1,650	WACO grant							
Lawn Care/Maintenance																
Contracted Services	7,083	7,998	0	4,480	7,000	2,055	7,000									
<b>TOTAL</b>	<b>107,597</b>	<b>114,002</b>	<b>13,067</b>	<b>22,800</b>	<b>24,500</b>	<b>10,273</b>	<b>22,300</b>	<b>1,650</b>								
<b>CONSERVATION - NATURAL RESOURCE</b>																
Fees																
Dues & Subscriptions	684	861	0	1,719	1,609	0	1,700									
USGS Lake Study						1,609		4,000								
<b>TOTAL</b>	<b>684</b>	<b>861</b>	<b>0</b>	<b>1,719</b>	<b>1,609</b>	<b>1,609</b>	<b>5,700</b>									
<b>UNALLOCATED EXPENDITURES</b>																
Other Pay																
Operating Supplies	0	0	0	0	0	0	0	0								

	2007	2008	2009	2010	2011	2011	2011	2011	2011	2011	2012 Proposed	2012 Proposed	Rev Source	Comments
	Actual	Actual	Actual	Actual	Budget	Yr-to-Date	Levy	Other						
Refunds & Reimbursements	0	0	0	9,596	0	73								
Sales Tax	5,846	7,138	0	0	0	0								
Miscellaneous, contingency	395	1,477	144	0	681	0		12,741	Misc Revenues					Excess revenues that can be allocated to expenditures to offset levy increase.
Surcharge	215	764	0	0	0	0								
Gopher State and Locates	348	1,281	1,599	1,015	0	0								
Purchase of Investment	175,420	220,315	35,000	35,000	0	0								
Transfer to Capital Projects Fund	21,760	14,000			0	0								
Transfer to Sewer Fund	3,138	200,850			0	0								
Transfer to Water Fund	124	180			0	0								
Miscellaneous														
<b>TOTAL</b>	<b>207,246</b>	<b>446,005</b>	<b>36,743</b>	<b>45,611</b>	<b>681</b>	<b>73</b>	<b>0</b>	<b>12,741</b>						
<b>CAPITAL PROJECTS</b>														
Catch Basins	15,724	26,102				31,553	0	0						
Manhole Repairs	6,308	23,716						30,000	Sewer Fund					
Water Valve	0	4,325						0						
Hydrant Replacement/Maintenance	886	19,067						22,000	Water Fund					
Lift station pump replacement								15,000	Sewer Fund					
Video mains for cracks								4,200	Sewer Fund					
<b>SUBTOTALS</b>	<b>22,918</b>	<b>73,210</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31,553</b>		<b>71,200</b>						
<b>TOTAL EXPENDITURES</b>	<b>697,528</b>	<b>971,203</b>	<b>333,693</b>	<b>468,526</b>	<b>328,000</b>	<b>241,302</b>	<b>365,282</b>	<b>101,366</b>						
<b>TOTAL EXPENDITURES ALL SOURCES</b>								<b>466,648</b>						

Water Fund						
	2008	2009	2010	2011 YTD	2012 Budget	Comments
<b>Receipts</b>						
Certified Bills		3,543	1,372			
Water Fees	58,179	65,359	49,702		49,702	
Meter Sales	90					
Water Connection Fees	2,159					
Turn On/Off	948					
Investment Income		856	1		1	
<b>TOTAL</b>	<b>61,376</b>	<b>69,758</b>	<b>51,075</b>		<b>49,703</b>	
<b>Expenses</b>						
Salaries/Administration	10,050					Most of costs transferred to contracted labor due to contracting of utility billing.
Utility locates		657	296	155	296	
Water utility expenses		15,508	13,587	22,108	13,587	Water Emergency work.
Water purchase	37,262	45,406	34,540	21,825	34,540	City engineer, WBL, Water Conservation Service Inc., KEJ, TKDA, Little Canada
Contracted labor				5,993		
Maintenance and supplies	9,866					
Refunds			5,377			Over charges on prior year bills.
MN Dept of Health				1,096		
Hydrant Repair				15,000		Authorized but not spent.
<b>TOTAL</b>	<b>57,178</b>	<b>61,571</b>	<b>53,800</b>	<b>66,177</b>	<b>48,423</b>	
<b>NET INCOME</b>	<b>4,198</b>	<b>8,187</b>	<b>-2,725</b>	<b>-15,102</b>	<b>1,280</b>	2011 Net is based on projected rather than YTD revenue.
Year-end cash balance	10,161	18,348	45,623			
2010 increase was due to cash out of \$30,000 investment.						

**SEWER FUND**

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011 YTD 9,6.11</b>	<b>2012 Budget</b>	<b>Comments</b>
<b>Receipts</b>						
Special Assessments	60,258	44,089	35,702		35,702	
Certified Bills		9,449	3,386		3,386	
Sewer fee	95,810	92,514	81,310		81,310	
Sewer lift fees	15,086	18,876	1,074		0	Surcharge on sewer bill repealed in 2010.
Sewer rehab fees	22,590	22,723	16,426		0	Surcharge on sewer bill repealed in 2010.
Sewer rehab levy	17,020	27,510	0		0	
Investment Income	10,790	876	73		73	
Transfer from General Fund	200,000	0	0			2008 transfer to pay for city costs of rehab project.
<b>TOTAL</b>	<b>421,554</b>	<b>216,037</b>	<b>137,971</b>	<b>0</b>	<b>120,471</b>	
<b>Expenses</b>						
Locates				155		
Inspections	6,043					
Salaries and Wages	5,897				0	Most of costs transferred to contracted labor due to contracting of utility billing.
Heat, light and power	5,990					
Contracted labor	40,789	2,063	7,862	9,079	7,862	2008 costs were for engineering services for rehab project.
MCEs charges	44,443	39,238	46,902	25,737	46,902	
Maintenance and supplies	4,625	10,385	13,215		13,215	
Sewer lift stations		10,813	14,613		14,613	
Refunds			8,602		0	Overcharges on prior year bills.
Sewer Rehab Project	187,831	120,265			0	
Transfer to General Fund	61,370					
Sewer Loan Principal		91,205	150,366	44,013	44,013	A portion of 2010 costs paid off 2 of 4 bond issues. 2004 bond expires in 2014 (\$86,060P&I), 2008 bond expires in 2018 (176,358 P&I).
Sewer Loan Interest	13,596	29,095	19,217	13,040	10,949	
<b>TOTAL</b>	<b>370,584</b>	<b>303,064</b>	<b>260,777</b>	<b>92,024</b>	<b>137,554</b>	
<b>NET INCOME</b>	<b>50,970</b>	<b>-87,027</b>	<b>-122,806</b>		<b>-17,083</b>	<b>About \$90,000 total deficit of expenses over receipts until bonds paid off.</b>
Sale of investment		30,000	260,000			Sold to pay off 2 of 4 bond issues.
Purchase of investment		130,000	130,000			
<b>Year-end Cash Balance</b>	<b>353,020</b>	<b>165,993</b>	<b>173,187</b>			

Much of cash balance in fund came from prepaid assessments and is needed to pay the debt service on bonds (P&I - assessment receipts). Must retain a minimum of \$115,000 cash balance until bonds are paid off.

**RESOLUTION 2011-17**

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

**A RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION  
FOR THE CITY'S GENERAL FUND AT \$365,282.00**

**WHEREAS**, the State of Minnesota requires municipalities to adopt a proposed preliminary levy certification for its General Fund; and

**WHEREAS**, municipalities are required to adopt its 2012 Preliminary Levy Certification on or before September 15, 2011; and

**WHEREAS**, the City Council of the City of Birchwood Village wishes to comply with State law in this area;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA** that the 2012 General Fund Preliminary Levy to be certified to Washington County is established at \$365,282.00.

I certify that the City Council of the City of Birchwood Village adopted the above Resolution on this 13th day of September, 2011.

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Alan Mitchell, Mayor

ATTEST:

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Dale Powers  
City Clerk

# CHANGE ORDER

## Cornerstone Construction & Management

1185 N. Concord  
South St. Paul, MN 55075  
Phone: 651-453-1194  
Fax: 651-453-1195

8/29/2011

INVOICE #

**Bill To:**  
Birchwood City Hall  
207 Birchwood Ave  
Birchwood Mn

**Project: Staining/Painting**

DESCRIPTION	AMOUNT
Purchase, remove and replace additional 50 lineal feet of cedar siding per John Lund Labor and material charges, 4 additional hours and \$142.50 more for materials =	382.50
No charges: All caulking, Scraping/staining double wood door in back of city hall	N/C
<b>TOTAL</b>	<b>\$ 382.50</b>

Due upon receipt  
Make all checks payable to **Cornerstone Construction and Management**

**THANK YOU FOR YOUR BUSINESS!**

# CORNERSTONE CONSTRUCTION & MANAGEMENT

1185 N. Concord, South St. Paul, MN 55075  
Office: 651-453-1194, Fax: 651-453-1195  
WWW.CCMCORNERSTONE.COM

Proposal Submitted to:  
City of Birchwood, c/o city clerk  
207 Birchwood Ave  
Birchwood, Mn

Date: 6-11-10

Job Name: stain/paint city hall

## Bid to include the following:

- Permits
- Power-wash and scrape as necessary
- Paint or stain with (2) coats of either Hirshfield or Sherwin Williams:
- All siding and trim on building to include around windows
- All soffits - -
- Front exterior door
- Replace all rotten boards \$4,810.00
- Patch holes
- Caulk - ~~valk~~ 90 LF of siding R/K

We hereby propose to furnish labor and material -- complete in accordance with the above specifications, for the sum of: \$4,810.00

**Four thousand eight hundred ten dollars and 00/100** (2) payment to be made as follows:

½ deposit at the beginning of the project and balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Performance shall be excused in the event of flood, fire, storm, war or other natural or man-made occurrence materially alters our cost of completing the job. Payment shall be due for work done up to the date of any such occurrence. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and or necessary insurance.

Authorized Personnel Signature \_\_\_\_\_ Date 6-11-2010

Note: This proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. I (we) authorize Cornerstone Construction and Management to do the work as specified. Payment will be made as outlined above.

## Pre-Lien Notice as Required by Law

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company has not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for this improvement and who gave you timely notice.

Accepted by: \_\_\_\_\_ Signature: **X** Date: \_\_\_\_\_

**VULKEM 116 WHITE**Version 2.  
REVISION DATE: 10/08/2008

Print Date 04/21/2010

**SECTION 1 - PRODUCT IDENTIFICATION**

Trade name : VULKEM 116 WHITE  
 Product code : 426806 323

COMPANY : Tremco Incorporated  
 3735 Green Road  
 Cleveland, OH 44122

Telephone : (216) 292-5000 8:30 - 5:00 EST  
 Emergency Phone: : (216) 765-6727 8:30 - 5:00 EST  
 After Hours: Chemtrec 1-800-424-9300

Product use : Sealant

**SECTION 2 - HAZARDS IDENTIFICATION****Emergency Overview**

White. Non-sag gunnable paste. May cause slight irritation to the respiratory system. May cause nausea, headaches, and dizziness. May cause drowsiness, weakness, and fatigue. May cause allergic respiratory sensitization. Leave area to breathe fresh air. Avoid further overexposure. If symptoms persist, get medical attention. Move to fresh air. If required, artificial respiration or administration of oxygen can be performed by trained personnel.

**Acute Potential Health Effects/ Routes of Entry**

Inhalation : May cause slight irritation to the respiratory system. May cause nausea, headaches, and dizziness. May cause drowsiness, weakness, and fatigue. May cause allergic respiratory sensitization.

Eyes : Direct contact may cause mild irritation.

Ingestion : May cause gastrointestinal irritation, nausea, and vomiting.

Skin : May cause sensitization resulting in irritation, itching and redness.

**Aggravated Medical Conditions**

Pre-existing eye, skin and respiratory disorders may be aggravated by exposure.

**Chronic Health Effects**

Overexposure may cause dermatitis, asthma, skin and respiratory sensitization and decreased lung function. Prolonged or repeated contact/exposure to aromatic petroleum distillates may cause defatting, drying, and irritation of the skin, dermatitis, and central nervous system (CNS) effects. Inhalation of crystalline silica (quartz) can cause cancer based on animal data, and IARC concludes sufficient evidence in humans (Group 1). Prolonged and repeated overexposure to free crystalline silica dust above the TLV level may cause scarring of the lungs with cough and shortness of breath. A delayed lung injury, silicosis may result from breathing free silica. Fillers are encapsulated and not expected to be released from product under normal conditions of use. Prolonged or repeated exposure to mineral spirits (petroleum naphtha or stoddard solvent) may cause defatting, drying, and irritation of the skin, dermatitis, central nervous system (CNS) effects, and adverse liver, kidney, and lung effects.

**Target Organs:** Skin, Eye, Ingestion, Lung

**SECTION 3 - PRODUCT COMPOSITION**

Chemical Name	CAS-No.	Weight %
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**VULKEM 116 WHITE**

Version 2.

Print Date 04/21/2010

REVISION DATE: 10/08/2008

Aromatic Polyisocyanate Resin	NJ TSRN# 51721300-5270P	30.0 - 60.0
Diisodecyl phthalate	26761-40-0	15.0 - 40.0
Calcium Carbonate (Limestone)	1317-65-3	10.0 - 30.0
Tackifier	NJ TSRN# 51721300-5272P	5.0 - 10.0
Titanium dioxide	13463-67-7	5.0 - 10.0
Thickener	NJ TSRN# 51721300-5300P	3.0 - 7.0
Crystalline Silica (Quartz)/ Silica Sand	14808-60-7	- <1.0

**SECTION 4 - FIRST AID MEASURES**

Get immediate medical attention for any significant overexposure.

- Inhalation** : Leave area to breathe fresh air. Avoid further overexposure. If symptoms persist, get medical attention. Move to fresh air. If required, artificial respiration or administration of oxygen can be performed by trained personnel.
- Eye contact** : Flush with water for at least 15 minutes while holding eye lids apart. Get medical attention immediately.
- Skin contact** : Clean area of contact thoroughly using soap and water. If irritation, rash or other disorders develop, get medical attention immediately.
- Ingestion** : Do not induce vomiting unless advised by a physician. Call nearest Poison Control Center or Physician immediately.

**SECTION 5 - FIRE FIGHTING MEASURES**

- Flash point** : 150 °F, 66 °C
- Method** : Tag Closed Cup
- Lower explosion limit** : 0.60 %(V) Solvent
- Upper explosion limit** : 7 %(V) Solvent
- Autoignition temperature** : Not available.
- Extinguishing media** : If water fog is ineffective, use carbon dioxide, dry chemical or foam.
- Hazardous combustion products** : Carbon monoxide and carbon dioxide can form. Hydrocyanic acid and nitrogen oxides can form.
- Protective equipment for firefighters** : Use accepted fire fighting techniques. Wear full firefighting protective clothing, including self-contained breathing apparatus (SCBA).

**SECTION 6 - ACCIDENTAL RELEASE MEASURES**

Use appropriate protective equipment. Avoid contact with material. Scrape up and transfer to appropriate container for disposal.

**SECTION 7 - HANDLING AND STORAGE**

Prevent inhalation of vapor, ingestion and contact with skin, eyes and clothing. Preferably use entire contents in one continuous work session. Do not smoke, weld, generate sparks, or use flame near container. Change soiled work clothes frequently. Clean hands thoroughly after handling. Do not store or use near food. Keep container closed when not in use. Since emptied containers retain product residue and vapor, observe precautions even after container is emptied. Store under dry warehouse conditions away from heat and all ignition sources.

**VULKEM 116 WHITE**Version 2.  
REVISION DATE: 10/08/2008

Print Date 04/21/2010

**SECTION 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION****Personal protection equipment**

- Respiratory protection : Wear appropriate, properly fitted NIOSH/MSHA approved organic vapor or supplied air respirator when airborne contaminant level(s) are expected to exceed exposure limits indicated on the MSDS. Follow manufacturer's directions for respirator use.
- Hand protection : Use suitable impervious nitrile or neoprene gloves and protective apparel to reduce exposure.
- Eye protection : Wear appropriate eye protection. Use safety glasses if eye contact is likely.
- Skin and body protection : Use disposable or impervious clothing if work clothing contamination is likely. Remove and wash contaminated clothing before reuse.
- Protective measures : Use professional judgment in the selection, care, and use.
- Engineering measures : Use general ventilation and/ or local exhaust to reduce the airborne contaminant concentration below the exposure limit listed in the MSDS

**Exposure Limits**

Chemical Name	CAS Number	Regulation	Limit	Form
Calcium Carbonate (Limestone)	1317-65-3	OSHA PEL:	5 mg/m <sup>3</sup>	Respirable fraction.
		OSHA PEL:	15 mg/m <sup>3</sup>	Total dust.
		ACGIH TWA:	3 mg/m <sup>3</sup>	Respirable particles.
		ACGIH TWA:	10 mg/m <sup>3</sup>	Inhalable particles.
		OSHA TWA:	15 mg/m <sup>3</sup>	Total dust.
		OSHA TWA:	5 mg/m <sup>3</sup>	Respirable fraction.
Titanium dioxide	13463-67-7	ACGIH TWA:	10 mg/m <sup>3</sup>	Total dust.
		OSHA PEL:	15 mg/m <sup>3</sup>	Total dust.
		OSHA TWA:	15 mg/m <sup>3</sup>	Total dust.
		OSHA TWA:	5 mg/m <sup>3</sup>	Respirable fraction.
Crystalline Silica (Quartz)/ Silica Sand	14808-60-7	OSHA TWA:	0.1 mg/m <sup>3</sup>	Respirable.
		OSHA TWA:	0.3 mg/m <sup>3</sup>	Total dust.
		OSHA PEL:	15 mg/m <sup>3</sup>	Total dust.
		OSHA PEL:	5 mg/m <sup>3</sup>	Respirable fraction.
		ACGIH TWA:	0.025 mg/m <sup>3</sup>	Respirable fraction.

**SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES**

- Form : Non-sag gunnable paste
- Color : White
- Odor : Petroleum Solvent
- pH : Not available.
- Vapour pressure : Not available.
- Vapor density : Heavier than air
- Melting point/range : Not available.



**VULKEM 116 WHITE**

Version 2.  
REVISION DATE: 10/08/2008

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Freezing point : Not available.  
Boiling point/range : 280 F, 138 °C  
Water solubility : Insoluble  
Specific Gravity : 1.1344  
% Volatile Weight : 6 %

**SECTION 10 - REACTIVITY / STABILITY**

Substances to avoid : Amines. Water or moisture and oxidizing agents. Alcohols. Strong acids. Strong bases.  
Stability : Material is stable under normal storage, handling, and use.  
Hazardous polymerization : Will not occur.

**SECTION 11 - TOXICOLOGICAL INFORMATION**

No Data Available

**SECTION 12 - ECOLOGICAL INFORMATION**

No Data Available

**SECTION 13 - DISPOSAL CONSIDERATIONS**

Disposal Method : Waste not regulated under RCRA. Dispose of in compliance with state and local regulations.

**SECTION 14 - TRANSPORTATION / SHIPPING DATA**

**TDG / DOT Shipping Description:**  
NOT REGULATED

**SECTION 15 - REGULATORY INFORMATION**

**North American Inventories:**

All components are listed or exempt from the TSCA inventory.  
This product or its components are listed on, or exempt from the Canadian Domestic Substances List.

**U.S. Federal Regulations:**

SARA 313 Components : None present or none present in regulated quantities.  
SARA 311/312 Hazards : Acute Health Hazard  
Chronic Health Hazard  
Fire Hazard

OSHA Hazardous Components :



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Calcium Carbonate (Limestone) 1317-65-3  
 Titanium dioxide 13463-67-7  
 Crystalline Silica (Quartz)/ Silica Sand 14808-60-7

OSHA Status: Considered : Irritant  
 hazardous based on the Sensitizer  
 following criteria: Carcinogen

OSHA Flammability : IIIA

Regulatory VOC (less water and : 77 g/l  
 exempt solvent)

VOC Method 310 : 2 %

Chemical is listed as an IARC, NTP, OSHA, or ACGIH Carcinogen:  
 Crystalline Silica (Quartz)/ Silica Sand 14808-60-7

**U.S. State Regulations:**

MASS RTK Components : Calcium Carbonate (Limestone) 1317-65-3  
 Titanium dioxide 13463-67-7

Penn RTK Components : Aromatic Polyisocyanate Resin NJ TSRN# 51721300-5270P  
 Diisodecyl phthalate 26761-40-0  
 Calcium Carbonate (Limestone) 1317-65-3  
 Tackifier NJ TSRN# 51721300-5272P  
 Titanium dioxide 13463-67-7  
 Thickener NJ TSRN# 51721300-5300P

NJ RTK Components : Aromatic Polyisocyanate Resin NJ TSRN# 51721300-5270P  
 Diisodecyl phthalate 26761-40-0  
 Calcium Carbonate (Limestone) 1317-65-3  
 Tackifier NJ TSRN# 51721300-5272P  
 Titanium dioxide 13463-67-7  
 Crystalline Silica (Quartz)/ Silica Sand 14808-60-7

**WARNING!** Contains chemicals known to the State of California to cause cancer, birth defects and/or other reproductive harm:

14808-60-7	Crystalline Silica (Quartz)/ Silica Sand
584-84-9	2,4-Toluene diisocyanate
91-08-7	Toluene-2,6-Diisocyanate
1333-86-4	Carbon Black
91-20-3	Naphthalene
108-88-3	Toluene

**SECTION 16 - OTHER INFORMATION**

**HMIS Rating :**

Health	2
Flammability	2
Reactivity	0
PPE	

0 = Minimum  
 1 = Slight  
 2 = Moderate  
 3 = Serious  
 4 = Severe



**VULKEM 116 WHITE**

Version 2.

Print Date 04/21/2010

REVISION DATE: 10/08/2008

**Further information:**

For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

**Prepared by: Rich Mikol**

**Legend**

ACGIH - American Conference of Governmental Hygienists

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act

DOT - Department of Transportation

DSL - Domestic Substance List

EPA - Environmental Protection Agency

HMIS - Hazardous Materials Information System

IARC - International Agency for Research on Cancer

MSHA - Mine Safety Health Administration

NDSL - Non-Domestic Substance List

NIOSH - National Institute for Occupational Safety and Health

NTP - National Toxicology Program

OSHA - Occupational Safety and Health Administration

PEL - Permissible Exposure Limit

RCRA - Resource Conservation and Recovery Act

RTK - Right To Know

SARA - Superfund Amendments and Reauthorization Act

STEL - Short Term Exposure Limit

TLV - Threshold Limit Value

TSCA - Toxic Substances Control Act

TWA - Time Weighted Average

V - Volume

VOC - Volatile Organic Compound

WHMIS - Workplace Hazardous Materials Information System

## Vulkem® 116

### One-Part, High-Performance Polyurethane Sealant

#### Product description

Vulkem® 116 is a one-part, moisture-curing, gun-grade polyurethane sealant. It is durable, flexible, and offers excellent performance in dynamic joints.

#### Features and benefits

Vulkem 116 has demonstrated superior primerless adhesion to porous substrates for 30 years, and is the choice for sealing expansion joints in commercial construction applications. Vulkem 116 is also suitable for certain water immersion applications and is rated for 25% movement capability. The cure of the sealant can be accelerated with the addition of the Vulkem Catalyst 45/116.

#### Uses

Vulkem 116 is an excellent general-purpose sealant designed for use on poured and precast concrete, masonry work, window and door perimeters, and similar types of construction joints. It is designed for use on exterior applications but can be used on interior applications with proper ventilation.

#### Colors

Almond, Aluminum, Black, Bronze, Buff, Gray, Dark Bronze, Ivory, Limestone, Redwood Tan, Beige, Stone, Anodized Aluminum, Aluminum Stone, White, Natural Clay

#### Packaging

10.1 oz. (300ml) cartridges, 20 oz. (600ml) sausages, 2 and 5 gallon (7.6 and 18.9 L) pails, and 55 gallon (208 L) drums.

#### Coverage rates

308 linear feet of joint per gallon for a 1/4" X 1/4" joint. For specific coverage rates that include joint size, and usage efficiencies, visit our website usage calculator at [www.tremcosealants.com](http://www.tremcosealants.com).

#### Applicable standards

Vulkem 116 meets or exceeds the requirements of the following specifications:

- ASTM C 920 Type S, Grade NS, Class 25, Use T, NT, M, A, I class II, and O
- U.S. Federal Specification TT-S-00230C, Class A, Type II
- CAN/CGSB-19.13-M87
- USDA regulation for indirect food contact
- Canadian Food Inspection Agency
- City of Los Angeles (COLA) approval standards

#### Joint design

Vulkem 116 may be used in any vertical or horizontal joint designed in accordance with accepted architectural/engineering practices. Joint width should be 4 times anticipated movement, but not less than 1/4" (6.4mm).

#### Joint backing

Closed cell or reticulated polyethylene backer rod is recommended as joint backing to control sealant depth and to ensure intimate contact of sealant with joint walls when tooling. Where depth of joint will prevent the use of backer rod, an adhesive backed polyethylene tape (bond breaker tape) should be used to prevent three-sided adhesion. All backing should be dry at time of sealant application.

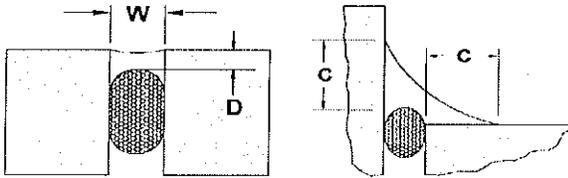
### TYPICAL PHYSICAL PROPERTIES

(Results of recent testing at 72°F (22°C) after 21 days cure time.)

Extrusion Rate (ASTM C 1183):	40-50 ml/min.
Hardness Properties, scale "A" (ASTM C 661):	40
Weight Loss (ASTM C 1246):	Pass
Skin Time (tooling time)	6 hours
Tack Free Time (ASTM C 679):	30 hours
Stain & Color Change (ASTM C 510):	No visible color change/No stain
Adhesion-in-Peel (ASTM C 794):	Aluminum 18–22 pli (80–99 N) Concrete 20–25 pli (89–111 N) Brick 19–23 pli (85–102 N) No Adhesion Loss
Effects of Accelerated Aging (ASTM C 793):	Pass
Movement Capability (ASTM C 719):	±25%
Tensile Strength (ASTM D 412)	250 psi
Ultimate Elongation (ASTM D 412)	200 – 300%
100% Modulus (ASTM D 412)	230 psi

## Sealant dimensions

W = Sealant width, D = Sealant depth, C = Contact area.



**EXPANSION JOINTS** - The minimum width and depth of any sealant application should be 1/4" by 1/4" (6mm by 6mm).

The depth (D) of sealant may be equal to the width (W) of joints that are less than 1/2" wide. For joints ranging from 1/2" to 1" (13mm to 25mm) wide, the sealant depth should be approximately one-half of the joint width.

The maximum depth (D) of any sealant application should be 1/2" (13mm). For joints that are wider than 1" (25 mm) contact Tremco's Technical Service Department, or your local Tremco field representative.

**WINDOW PERIMETERS** - For fillet beads, or angle beads around windows and doors, the sealant should exhibit a minimum surface contact area (C) of 1/4" onto each substrate.

## Surface preparations

Surfaces must be sound, clean, and dry. All release agents, existing waterproofing, dust, loose mortar, laitance, paints, or other finishes must be removed. This can be accomplished with a thorough wire brushing, grinding, sandblasting, or solvent washing, depending on the contamination.

Tremco recommends that surface temperatures be 40°F (5°C) or above at the time the sealant is applied. If sealant must be applied in temperatures below 40°F, please refer to the Tremco Guide for Applying Sealants in Cold Weather that can be found on our website at [www.tremcosealants.com](http://www.tremcosealants.com).

## Priming

Where deemed necessary, use Vulkem Primer #171 for porous substrates and TREMPRIME Non-Porous Primer for metals and plastics. Vulkem 116 typically adheres to common construction substrates without primers; however, Tremco always recommends that mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer. The field adhesion test can be found in appendix X1 of ASTM C 1193, Standard Guide for Use of Joint Sealants.

## Application

Vulkem 116 is easy to apply with conventional caulking equipment. Ensure that the backer rod is friction fitted properly and any primers have been applied. Fill the joint completely with a proper width-to-depth ratio and tool to insure intimate contact of sealant with joint walls. Dry tooling is always preferred, although xylene can be used in limited amounts to slick the spatula if needed.

For a cleaner finish, mask the sides of the joint with tape prior to filling.

## Cure time

Vulkem 116 generally cures at a rate of 1/16" per day at 75°F (24°C) and 50% relative humidity. It will skin in 5 hours and be tack free in 30 hours. The cure time will increase as temperatures and/or humidity decrease. A good rule of thumb is one additional day for every 10°F decrease in temperature.

## Clean up

Excess sealant and smears adjacent to the joint interface can be carefully removed with xylene or mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with xylene or mineral spirits.

## Limitations

- Do not apply Vulkem 116 over damp or contaminated surfaces.
- Always utilize the sealant's MSDS found on our website at [www.tremcosealants.com](http://www.tremcosealants.com) for information on proper ventilation, Personal Protective Equipment (PPE) and other health concerns.

## Warranty

Tremco warrants its sealants to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Tremco sealants. Tremco's sole obligation shall be, at its option, to replace or refund the purchase of the quantity of Tremco sealant proven to be defective and Tremco shall not be liable for any loss or damage.

Please refer to our website at [www.tremcosealants.com](http://www.tremcosealants.com) for the most up-to-date Product Data Sheets.



# Vulkem® 116

## Standard Colors

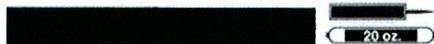
MTO/custom colors & alternate packaging available



ALMOND



ALUMINUM



BLACK



BRONZE



BUFF



DARK BRONZE



GRAY



IVORY



LIMESTONE



REDWOOD TAN



BEIGE



STONE



ANODIZED ALUMINUM



ALUMINUM STONE



WHITE



NATURAL CLAY

This guide only offers a general representation of our color offering. Colors viewed on a computer screen and then printed will vary and will never be an exact representation of the actual pigment. When matching is critical, please refer to our color card or sample color strips.

RECD AUG 16 2011

**CONTRACT WITH CITY OF BIRCHWOOD VILLAGE  
FOR PAINTING CITY HALL AND PARKING LOT**

This Contract made this 11<sup>th</sup> day of August, 2011 by and between the City of Birchwood Village, a Minnesota municipal corporation located in Washington County, Minnesota, and Cornerstone Construction & Management, Inc., a Minnesota corporation.

It is hereby mutually agreed by the parties, as follows:

**1. Parties.** The Parties to this Contract are the City of Birchwood Village (hereinafter the City) and Cornerstone Construction & Management, Inc., (hereinafter the Contractor).

**2. Services to be Performed by the Contractor.** The Contractor shall paint or stain the exterior of the Birchwood city hall, including all siding, trim, soffits, eaves, and the front exterior door. The Contractor shall power wash the entire city hall and scrape all surfaces as necessary before applying any paint or stain and shall apply two coats to all surfaces painted or stained. The Contractor may stain the siding by spraying and backrolling but all trim shall be painted or stained by brush. The color shall be selected by the Contractor to match the existing color to the extent possible. The Contractor shall use a high quality Cabot stain for exterior surfaces, and a high quality exterior paint of its choice for the trim. Further, the Contractor shall replace all siding pieces that the Contractor determines have deteriorated to such an extent that replacement is necessary before painting, not to exceed 100 linear feet of siding. The replacement siding shall be identical in size and quality to the existing siding.

The Contractor shall also paint stripes in the parking lot next to city hall to show parking spaces. The first parking spot next to city hall shall be painted as necessary to be a handicap accessible parking space.

The Contractor shall complete the replacement of necessary siding pieces on city hall and the painting or staining of city hall and the parking lot by October 1, 2011.

**3. Compensation.** The City shall pay the Contractor the sum of \$4800 for painting city hall. In addition, the City shall pay the Contractor \$60 per hour per person to replace any siding, not to exceed eight man-hours of labor, and shall pay the cost of the siding replaced, not to exceed the sum of \$775 for materials and labor. The City shall pay the Contractor the sum of \$490 to stripe the parking lot. The total amount due the Contractor for services performed under this contract shall not exceed \$6065.

The City shall pay the Contractor the sum of \$3030 upon commencement of the painting, and the remaining amount due, not to exceed \$3035, within 72 hours of receipt of notice of completion of all services, provided the City is satisfied with the services. The Contractor shall notify the City of completion of the services and the total siding replacement charges. Notice can be given orally or in writing.

**4. Other Suppliers; Possible Liens.** The parties acknowledge that any person or entity that supplies labor or materials for this project may file a lien against the property if the person or entity has not been paid for its labor or materials. The City has the right to pay directly any person or entity who supplies labor or materials for this project and deduct this amount from the contract price, or withhold the amounts due the Contractor until 120 days after completion of the project unless Contractor provides the City with a lien waiver signed by the person or entity that supplied the labor or materials

**5. Guarantee.** The Contractor guarantees its workmanship and labor for a period of one year from completion. The Contractor shall guarantee the Cabot stain for a period of seven years from completion.

**6. Independent contractor.** The Contractor shall be deemed an independent contractor for purposes of the services to be provided under this Contract and shall not be entitled to any of the benefits usually accorded regular City employees, including but not limited to severance pay, health insurance benefits, retirement credits, worker's compensation coverage, or any other rights or benefits that accrue to present City employees.

**7. Notice to parties.** Notices required to be provided pursuant to this Contract shall be given by deposit in the United States Mail, postage prepaid, to the following addresses or by personal service or by e-mail if the parties agree:

The City

City Clerk  
City of Birchwood Village  
207 Birchwood Avenue  
Birchwood, Minnesota 55110  
Phone: 651-426-3403

The Contractor

Don Hauer  
Cornerstone Construction & Management, Inc.  
1185 N. Concord Street  
South St. Paul, Minnesota 55075  
Phone: 651-453-1194

**8. Insurance.** The Contractor shall maintain general liability insurance at all times while this Contract is in effect and shall provide the City with a copy of the insurance policy upon request of the City.

**9. Indemnity.** The Contractor agrees to indemnify and otherwise hold the City harmless for any and all responsibility, liability, or obligation resulting from the Contractor's activities under this Contract.

**10. Transfer of Rights and Obligations.** The Contractor may not transfer its rights or obligations under this Contract without the approval of the City Council.

**11. Nondiscrimination.** The Contractor agrees that during the term of this Contract, it will not within the State of Minnesota discriminate against any employee or applicant

for employment because of race, color, creed, sex, national origin, or ancestry and will include a similar provision in all subcontract(s) entered into for the performance hereof. This paragraph is included in this Contract to comply with provisions of Minnesota Statutes section 181.59.

**12. Amendment.** This Contract may be amended at any time by agreement of the City and the Contractor. Any amendments shall be in writing to be effective.

**13. Effective date.** This Contract shall be effective upon the date first stated above.

**14. Termination.** This Contract shall terminate upon completion of the services and payment by the City, except for the guarantee obligations of the Contractor under paragraph 4.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed this 11<sup>th</sup> day of August, 2011.

**CITY OF BIRCHWOOD VILLAGE**

By: Alan Mitchell  
Alan Mitchell  
Mayor

Dated: 8/17/2011

By: Dale Powers  
Dale Powers,  
Clerk

Dated: 8/16/2011

**CORNERSTONE CONSTRUCTION & MANAGEMENT, INC.**

By: J. J. Huer

Dated: 8/11/2011



# Memo

**TO: Honorable Mayor and City Council Members**

**FROM: Kristie Elfering, City Engineer**

**DATE: September 6, 2011**

**RE: White Bear Lake Contracted Services**

As Council is aware, staff has been working with the City of White Bear Lake to refine a scope of services that White Bear Lake will provide to the City in the effort to eventually have a contract in place. As part of those discussions, we have the following update for the Council.

Attached is a list of the services requested from White Bear Lake. Of those noted Mark Burch, the White Bear Engineer, has stated that the City does not want to take on tree removal and/or trimming due to the inability to estimate the time and effort involved. He also noted that valve operation and potential repair would be best undertaken by a Contractor. This is reflected in the \$5,000 budget that Council set for next year for valve maintenance.

The City of White Bear Lake would like to try the Tree Inspector position and locating utilities for Gopher State One on a trial basis. They felt that these two items were difficult to estimate the time involved and so some type of arrangement would need to be agreed to that would compensate White Bear Lake on an hourly basis.

The largest item remaining continues to be the water system services. In discussions with White Bear Lake the option of combining Birchwood's system with White Bear Lake was brought up for the efficiency of testing and sampling that would be required for the Department of Health. In order for Birchwood's system to be considered part of White Bear Lake's distribution system, two things would need to occur. First the billing would need to come directly from White Bear Lake. The master meter at the connection could remain in place for aiding in identifying lost water, but White Bear Lake would bill the Birchwood residents directly. The second item is that White Bear Lake would need to state that they own Birchwood's distribution system. If this was to occur White Bear Lake would be looking for a Joint Powers Agreement with Birchwood Village stating that Birchwood would be responsible for the costs of maintaining the system. The water fund could be built up through a surcharge to cover infrastructure costs.

If the City does not wish to take this route, the other option would be for White Bear Lake to continue to provide a water operator to meet the Department of Health's

requirements. White Bear Lake would most likely look to Birchwood for additional dollars to allow Birchwood the use of a Public Works employee.

The City of White Bear Lake has not provided any cost estimates or rates for the services noted. White Bear would like Birchwood Council to provide formal direction on what option it would prefer for the water system prior to providing the costs. At this time we are requesting that Council pass a motion requesting White Bear Lake to provide a cost/rate schedule for the attached scope of services with clarification on the direction it would like taken for the water system.

If you have any questions please feel free to contact me at (763) 780-0450 ext. 2. I will also be in attendance at the September 13<sup>th</sup>, 2011 Council meeting.

Water Department	Responsible Party	Back-up Party
Certified Water Operator	Marty Wippler, WBL	
Testing and Sampling of System	WBL	
Emergency Response for Watermain Breaks	WBL	Contractor
Distribution System Maintenance		
	Hydrant Flushing	WBL
	Valve Exercise and operation	Contractor
	Meter Installation	WBL
	Turning on/off outside water fountains	WBL
	Turning on/off curb stops	WBL
<b>Sanitary Sewer Department</b>		
Lift Station Routine Maintenance	WBL	
Emergency Response to Sewer Back-ups	WBL	
System Maintenance		
	Jetting	WBL
<b>Parks</b>		
Tree Inspector	WBL - Trial Basis	
Tree Removal	Contractor	
<b>Miscellaneous</b>		
Gopher State One Locate	WBL - Trial Basis	

The City of White Bear Lake has requested that a back-up plan be developed for watermain breaks under the circumstance that their staff is dealing with a watermain break in White Bear. We would recommend getting hourly rates from Contractor's to identify a Contractor that can be used when White Bear Lake is busy.



# Memo

**TO:** Honorable Mayor and City Council Members  
**FROM:** Kristie Elfering, City Engineer  
**DATE:** September 6, 2011  
**RE:** Nordling Park Improvements

As Council is aware, improvements were made to Nordling Park by the Parks Committee that included removal of invasive species, plantings, and grading a drainage channel. We reviewed the work that was completed in comparison to the plans that were provided to the City. A majority of the plans detailed the existing vegetation and the proposed planting locations. The proposed planting on the plans was not compared to the final locations in the field, but rather the field review was focused on the drainage channel/swale.

Storm water runoff from Birchwood Avenue and the neighboring properties enters Nordling Park, which is a low point for the area. The storm water does need a swale for conveyance of the water to the existing storm structure and the channel that was excavated was intended to keep the runoff contained within the swale to minimize ponding in the remaining park area. However, the swale does need some additional work.

The side slopes are steep and in general final grading needs to be completed to smooth the transitions prior to seeding. The swale has had silt that has collected along the bottom that should be cleaned out as well. The swale is lower than the existing structure on the east side by 0.7'. In order to drain the swale a small diameter pipe should be extended from the structure to the west. The pipe will need to be core drilled to make the connection. Finally, we would recommend installing erosion control blanket as part of the restoration process to stabilize the swale.

There are a couple of options for the Council to consider:

1. Do nothing and have the Parks Committee monitor the area.
2. Ask the Parks Committee to correct the swale with volunteers.
3. Hire a Contractor to complete the work. If all of the above were to be completed the cost would be approximately \$2,000.

If you have any questions please feel free to contact me at (763) 780-0450 ext. 2. I will also be in attendance at the September 13<sup>th</sup>, 2011 Council meeting.