



AGENDA OF THE
REGULAR MEETING OF THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
207 BIRCHWOOD AVENUE
WASHINGTON COUNTY, MINNESOTA
MARCH 12, 2013
7:00 P.M.

CALL TO ORDER – PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

CITY BUSINESS – CONSENT CALENDAR

1. Approval of the Minutes of the February 12, 2013 Regular Meeting (see exhibit)
2. Acceptance of the Financial Report and Approval of Disbursements (see exhibit)
3. Acceptance of the 2012 Year-End Financial Statements (see exhibit)
4. Direct the City Coordinator to Publish City Council Workshop With The Parks & Natural Resources Committee By Posting Notice of the Special Meeting on the City's Bulletin Board and also By Sending Notice to All On the E-Mail Distribution List (Wingfield)
5. Approval of RESOLUTION 2013-06 Accepting a Donation of Undetermined Value from Boiler Exxperts, LLC (see exhibit)
6. Approval of RESOLUTION 2013-07 Accepting a Donation of \$100.00 from Robert and Barbara Carson for the Warming House Facility (see exhibit)
7. Approval of Authorizing Alan Mitchell to Organize the Musicians for Music In the Park 2013 (see exhibit)
8. Approval to Authorize Persons of Legal Age to Possess and Consume Beer and Wine during the Sunday Music in the Park evening concerts during 2013, But Only In the Park where the Concert is Held AND Only During The Hours of the Concert, and Provided Further that no Person shall Offer For Sale Any Intoxicating Liquor At Such Places And At Such Times (see exhibit)

CITY BUSINESS – REGULAR ORDER

9. 7:10 Sewer Monitoring Options> Maplewood City Engineer (Wingfield)
Time Budget: 35 minutes
10. 7:45 Grounds Maintenance and Snow Plowing Issues (Wingfield)
 - a. Discussion with Ken Johnson/KEJ Enterprises
 - b. Consideration of RFP for Grounds Maintenance Services
 - c. Street Sweeping ContractTime Budget: 15 minutes
11. 8:00 Northwest Youth & Family Services: Remarks from President & CEO Jerry Hromatka (Hromatka - see exhibit)
Time Budget: 15 minutes
12. 8:15 RFP Residential Recycling Services> Review of Proposals and Consideration of Awarding The Contract (Wingfield - see exhibit)
Time Budget: 5 minutes

13. 8:20 RFP Prosecution Services> Review of Proposals and Consideration of Scheduling a Date/Time for Interviews (Wingfield – see exhibit)
Time Budget: 5 minutes
14. 8:25 RESOLUTION 2013-08/ORDINANCE 2013-01 Repealing Ordinance 2012-13 Providing For a Special Election to fill Certain Council Vacancies (Wingfield - see exhibit)
 - a. Public Hearing
 - b. Consideration of Approval
 Time Budget: 5 minutes
15. 8:30 2013 Fire Contract with the City of White Bear Lake> Review and Consideration of Approval (Powers - see exhibit)
Time Budget: 5 minutes
16. 8:35 RFP Municipal Engineering Services> Review of Proposals and Consideration of Scheduling a Date/Time for Interviews (Hullsiek – see exhibit)
Time Budget: 5 minutes
17. 8:40 RFP Certified Water Operator Services> Review of RFP and Consideration of Placement on the League of Minnesota Cities website (Hullsiek – see exhibit)
Time Budget: 5 minutes
18. 8:45 SCADA Update (Hullsiek)
Time Budget: 5 minutes
19. 8:50 Mayor and Council Reports
 - a. WINGFIELD: Reset Date/Time for Special Council Workshop Meeting – Budget/Finances
 - b. WINGFIELD: Birchwood Facebook Page
 - c. WINGFIELD: Review Use of City Attorney by Staff
 - d. WINGFIELD: Staff Creation of Calendar of Due Dates/Timeline
 - e. LAFOY/DONOVAN: Recap of Personnel Committee Meeting with the City Coordinator (see exhibit)
 - f. Other
 Time Budget: 20 minutes
20. 9:10 Coordinator's Report (Powers – see exhibit)
 - a. MCMC Designation
 - b. Out of the Office March 19-22: MCFOA Annual Conference in St. Cloud
 - c. Out of the Office April 12-18: APA National Conference in Chicago
 Time Budget: 5 minutes
21. 9:15 Future Council Meetings
 - a. March 25, 2013 – 7:00pm: Joint Workshop with the Parks and Natural Resources Committee
 - b. April 9, 2013 – 7:00pm: Regular Meeting
 Time Budget: 5 minutes
22. 9:20 ADJOURN

CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
February 12, 2013

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Council Members Greg Donovan, Bill Hullsiek, Randy La Foy, and Kevin Woolstencroft

STAFF PRESENT: City Coordinator Dale Powers, City Treasurer Cindie Reiter, and City Attorney Kevin Sandstrom

OTHERS PRESENT: Ted Bearth and Dave Wagner

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

AGENDA APPROVAL: LaFoy requested that future meetings adjourn before 10:00pm, as attention spans begin to wane; Wingfield said she doesn't have a problem with that, as she doesn't abide by the time prompts anyway. Wingfield requested the following items be moved from the Consent Calendar to Regular Order: # 2 (Acceptance of the Financial Report and Approval of Disbursements); # 3 (Approval of \$265.00 expenditure for the City Coordinator to attend the 2013 Municipal Clerks and Finance Officers Association Annual Conference March 19-22 in St. Cloud); # 4 (Approval by the City Council for the City Coordinator to be a candidate for Treasurer of the Municipal Clerks and Finance Officers Association). Wingfield also requests adding the following item to the Consent Calendar as Item # 6a: Request Ken Johnson to appear at the March Council meeting to address maintenance and snow plowing issues, and adding as Item # 9a (Police Contract with White Bear Lake) to the Regular Order.

Wingfield/LaFoy unanimous to approve the agenda for the February 12, 2013 Regular Meeting, as amended to move Agenda Item # 2 (Acceptance of the Financial Report and Approval of Disbursements), Agenda Item # 3 (Approval of \$265.00 expenditure for the City Coordinator to attend the 2013 Municipal Clerks and Finance Officers Association Annual Conference March 19-22 in St. Cloud), Agenda Item # 4 (Approval by the City Council for the City Coordinator to be a candidate for Treasurer of the Municipal Clerks and Finance Officers Association) from the Consent Calendar to Regular Order; to add Agenda Item #6a (Request Ken Johnson to appear at the March Council meeting to address maintenance and snow plowing issues) to the Consent Calendar; and to add Agenda Item # 9a (2013 Police Contract with White Bear Lake) to the Regular Order.

OPEN PUBLIC FORUM: No one desired to address the Council during Open Public Forum.

CONSENT CALENDAR: Donovan/LaFoy unanimous to approve the following consent calendar items:

- 1. Approval of the Minutes of the January 8, 2013 Regular Meeting
- 5. Approval of the Hiring of Griffin Joseph Konkler as an Ice Rink Warming House Attendant at a wage of \$8.00 per hour
- 6. Approval of RESOLUTION 2013-05 Acceptance a Donation of \$500.00 from Writers Unlimited
- 6a. Request Ken Johnson to appear at the March Council meeting to address maintenance and snow plowing issues)

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49 **12. REVIEW OF CONTRACT WITH SAINT PAUL REGIONAL WATER SERVICES (SPRWS) >**

50 **PRESENTATION BY DAVE WAGNER OF SPRWS:** Wagner presented the Council with information on the
51 City's contract with SPRWS, and handed out a document summarizing the work of SPRWS for the City
52 over the past year. Wagner stated that SPRWS entered into an agreement in March 2012 to provide
53 certified water operator services to the City, including hydrant inspection, water valve inspection, record
54 compilation of as-built drawings of the City's water system to a computerized geographic information
55 system (GIS), respond to Gopher State One Call locate requests, shutoffs, and water meter replacement.
56

57 **Wingfield** expressed a concern that the City has the City of White Bear Lake inspect our sanitary sewer
58 and the City pays them \$7-8,000.00 for that service; the City pays SPRWS \$18,000.00 to be on-call to
59 provide similar services to the City's water system. **Wingfield** stated further than she believes SPRWS is
60 at a disadvantage in that the City previously contracted with an individual certified water operator that
61 has photographic recall of the City's water system that charged the City \$80.00 a month for on-call
62 services. **Wingfield** concluded by saying that the City is looking for a cheaper alternative because, in her
63 opinion, we have to – this is not a reflection of the services SPRWS provides. **Wingfield** said she talked
64 with John Manship, who agrees that it would be nice to have SPRWS as a backup due to its increased
65 knowledge of the City's water system. **Woolstencroft** agreed, stating that he doesn't like burning
66 bridges and keeping the lines of communication open; if the City experiences a water main break and
67 the person the City has contracted with can't make it to the site of the break, the City would be well
68 served by having SPRWS available as a backup to make sure the City is always covered. **Wagner** clarified
69 that the work that was summarized was under the certified water operator maintenance agreement,
70 not the emergency water main break contract; there are two agreements in place. **Wagner** further
71 commented that SPRWS provides emergency coverage for several communities, including Oakdale and
72 White Bear Township, and believes his organization does a pretty good job of providing that service;
73 **Woolstencroft** agreed, stating that SPRWS has been in business for a long time and the Council needs to
74 take that into consideration.
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76 **Wingfield** said she wants the Council to consider what its options are, and to analyze whether other
77 alternatives would better serve the City. **Wagner** said that he believes SPRWS would be willing to take a
78 look at the contract, and wants to avoid having it looked at on an annual basis.
79

80 Discussion was held between the City Council and the City Attorney on how best to handle this given the
81 existing contract with SPRWS; **Sandstrom** stated that the contract states that if either party issues a
82 notice of termination to the other party that there is an expectation that negotiations would continue
83 during the 90-day notice period, and his understanding of the Council objectives is to state in the notice
84 letter that the Council's intention in investigating other options does not preclude a continued
85 contractual relationship with SPRWS if it's possible to lower its fee.
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87 **Wingfield/Donovan 4-1 (LaFoy opposed) to direct staff to send a "Notice to Terminate" the City's**
88 **certified water operator agreement with SPRWS, pursuant to Paragraph 2.2 of the City's agreement**
89 **with SPRWS, in order to start the tolling of the 90-day notice requirements and for the City to have the**
90 **right to seek bids from other parties without it being construed as a breach of the Agreement, subject**
91 **to negotiation with SPRWS on ways to lower its fee to the City.**
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93 **Wingfield** next talked about which Council member is to be assigned the task of developing an RFP for
94 this service; **Hullsieck** said he would work on updating the previous RFP from 2010.
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7. REMARKS FROM COUNTY COMMISSIONER TED BEARTH: Bearth addressed the Council as the County Commissioner representing Birchwood and pledged to work with the City on matters involving the City and County. Wingfield mentioned the issue of the old County Road 29 (Hall/Cedar), and the City has established a Roads Committee to look at options so as to avoid a costly rebuild of the road. Donovan mentioned that the City would like the road to be built to state standards, and look at whether a "Rustic Road" or other instrument might be used to facilitate a transfer of the road back to the County. LaFoy noted that the reconstruction proposed in the past involved the removal of many trees, which creates an issue in a community that takes pride in its urban tree canopy. LaFoy also mentioned a need for additional senior activities in Birchwood; Bearth responded that he is the Washington County representative on the Metropolitan Council on Aging, an agency that can assist the City on senior issues.

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8. CITY TREASURER/FINANCE ITEMS

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8a. REQUEST BY THE CITY TREASURER FOR ADDITIONAL HOURS TO COMPLETE THE YEAR-END

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AND ANNUAL FINANCIAL REPORTS PER STATUTORY REQUIREMENTS: Reiter commented that the past Council recognized that the year-end and annual report, as mandated by the State, takes up additional time beyond the normal 12 hours per week she works and has routinely approved the additional hours. Wingfield noted that she doesn't have an issue with the additional hours, as long as no additional hours are worked during the course of the work year.

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LaFoy/Donovan unanimous to approve up to 40 additional hours for the City Treasurer, before March 31, 2013, for completion of the year-end and annual financial reports, provided that any additional hours worked for this purpose be taken out of future hours worked in 2013 so as to keep the total number of hours worked on an annual basis average out the same, and to provide the Council with an accounting of what work is being done during those additional 40 hours (via Wingfield/Woolstencroft unanimous amendment).

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8b. REQUEST TO INCLUDE THE NAMES OF ALL PAYEES ON THE DISBURSEMENT LIST: Wingfield noted that the Disbursement List has the names of all payees except for net payroll, where an aggregate total is shown, and stated that she would like the breakouts for net pay by employee. Reiter noted that data privacy prohibits the individual listing of net pay by employee, since the amount of deductions is considered to be private data. Reiter further noted that the City's accounting software does not allow for individual listing of net pay precisely for this reason. Wingfield said she is aware of data practices issues, but notes that the City does not do an audit, and there are a lot of blanks on the disbursements list. Wingfield stated that she is aware that some people can be told of who the payees are and can receive these data although they are classified as private data, and to redact the private data from the list that is provided to the public. Sandstrom confirmed that was possible under the Minnesota Data Practices Act, as some Council members may need that information in the course of performing their roles as Council members.

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Wingfield/Hullsiek unanimous to direct the City Treasurer to attach the CTAS net pay account distribution ledger for payroll to the Treasurer's Report as a separate item classified as private data.

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8c. REVIEW NEED FOR ATTENDANCE OF THE CITY TREASURER AT COUNCIL MEETINGS: Wingfield believes that there isn't a need for the City Treasurer to attend Council meetings, and feels her time is better spent on accounting. Reiter believes that staff is a critical part of the process, and that it takes

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143 time for the City Coordinator to produce draft minutes and some action items may be delayed. **Reiter**
144 said that she will be downstairs working during Council meetings and be available if needed.

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146 ***Wingfield/Woolstencroft unanimous to direct the City Treasurer to attend Council meetings only when***
147 ***needed.***

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149 **Wingfield** raised an issue with the City Treasurer about a \$6,000.00 error from 2009. **Wingfield**
150 contacted the auditor about the issue, since they have a duty to investigate the matter. **Reiter**
151 mentioned that she had made the correction on two separate occasions, the last time in error, and said
152 she will contact the audit firm to guidance on how to handle the matter.

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154 **9. SET TERMS OF APPOINTMENTS FOR THE WHITE BEAR LAKE CONSERVATION DISTRICT AND**
155 **RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION:** **Wingfield** informed the Council that the City
156 has not established expiration dates for the terms of office of the City's 2 representatives of the White
157 Bear Lake Conservation District (WBLCD) and the City's 2 representatives to the Ramsey Washington
158 Suburban Cable Commission (RWSCC), and mentioned that she was informed by WBLCD that the City
159 sets the terms of appointment. **Wingfield** recommended that the term of WBLCD Member Suzanne
160 Donnell expire June 2015, and the term of WBLCD Member Jane Harper expire March 2013, and noted
161 that there is no motion required for this action because those are what the terms are. In regards to the
162 RWSCC, **Wingfield** proposes that the term of RWSCC Member Randy LaFoy expire January 2015, and
163 the term of RWSCC Member Greg Donovan expire January 2017.

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165 ***Wingfield/Woolstencroft unanimous to set the term of RWSCC member Randy LaFoy to expire January***
166 ***2015 and the term of RWSCC Member Greg Donovan to expire January 2017.***

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168 **9a. 2013 POLICE CONTRACT WITH THE CITY OF WHITE BEAR LAKE:** **Wingfield** said the contracts
169 were not presented to the Council for approval; **Powers** noted that the contracts themselves were not
170 presented, just the bill for service. **Wingfield** asked the City Attorney for guidance on this issue;
171 **Sandstrom** said that he recommends that the billing be approved pending review, approval, and
172 execution of the revised contract by the Mayor.

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174 **10. PLANNING COMMISSION> CONSIDERATION OF APPOINTING JOHN LUND TO FILL VACANCY:**
175 **Wingfield** advised the Council that Planning Commission member Don Hankins submitted his resignation
176 to the Council, effective December 31, 2012, and said that the vacancy has been publicized on the City's
177 website and in the quarterly newsletter, and only one individual – John Lund – has expressed a
178 willingness to serve on the Planning Commission.

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180 ***LaFoy/Donovan unanimous to appoint John Lund to the Planning Commission.***

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182 **11. WHITE BEAR LAKE CONSERVATION DISTRICT>CONSIDERATION OF APPOINTING JANE HARPER**
183 **TO FILL VACANCY:** **Wingfield** noted that this is the seat previously held by Joe Allaben and has been
184 filled on an interim basis by Harper, and stated that Harper has expressed a willingness to continue
185 serving on the District board. **Wingfield** said that the City has traditionally had the two seats filled with
186 one lake resident and one non-lake resident, and with Donnell being appointed and not living on the
187 lake, the City should consider publishing this vacancy and soliciting interest. **Donovan** responded that
188 while he agrees in the concept of "lake and non-lake", in the past 10 years that has happened only once.

189 **Donovan** said that the City has had that spot open for a year and believes Harper has done a good job
190 and should be reappointed.

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192 *LaFoy/Donovan unanimous to re-appoint Jane Harper to the White Bear Lake Conservation District*
193 *Board for a three year term expiring March 2016.*

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195 **14. CONDITIONAL USE PERMIT AND VARIANCE REQUEST> TERRY AND MARY O'LOUGHLIN – 27**
196 **BIRCHWOOD LANE > CUP FOR LAND DISTURBANCE ACTIVITY; VARIANCES FOR REMOVAL AND**
197 **REPLACEMENT OF A RETAINING WALL, WIDER STAIRS, AND A PATIO AREA/LANDING: Powers**

198 reviewed with the Council the minutes of the February 5th Planning Commission meeting where this
199 matter was reviewed, and noted that this request has been changed so many times that the Commission
200 believes the request should be denied so as to give the City and the applicant a fresh start. **Powers** also
201 noted that due to several changes to the design of the work, the Commission has held several public
202 hearings on the request, but the City has received only one application fee. **Powers** concluded his
203 remarks by stating that Resolution 2013-06, included in the agenda packet, gives the reasons for denial
204 of the CUP and variances, as required by state law.

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206 *LaFoy/Woolstencroft unanimous to approve Resolution 2013-06, which denies the Conditional Use*
207 *Permit and Variance requests made by Terry and Mary O'Loughlin of 27 Birchwood Lane for land*
208 *disturbance activity and removal and replacement of a retaining wall, wider stairs, and a patio*
209 *area/landing.*

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211 **15. SCADA PROPOSAL FROM BARR ENGINEERING/CITY OF WHITE BEAR LAKE> REVIEW OF ISSUE**

212 **BY COUNCIL MEMBER HULLSIEK: Wingfield** reviewed this issue with the Council, stating that the City
213 was informed late last year that the City of White Bear Lake will be replacing its lift station monitoring
214 apparatus at all of its lift stations, and since White Bear Lake provides lift station maintenance that it is
215 proposing to replace the monitoring apparatus in each of the City's 3 lift stations. **Hullsiek** went over his
216 memo regarding his analysis of this issue, and said the cost seems to be reasonable for the proposed
217 SCADA replacement. **Hullsiek** said that looking at it from Birchwood's needs, perhaps there are lower
218 cost alternatives that still allow monitoring of the lift stations, but no control; another alternative would
219 allow limited control over certain portions of the lift stations. **Hullsiek** further noted that these
220 alternatives could allow the City to reduce the number of weekly lift stations inspections to once a week,
221 and could save the City several thousand dollars. **Hullsiek** recommends that he investigate lower-cost
222 remote monitoring systems and report back to the Council.

223

224 *Hullsiek/LaFoy unanimous to authorize Council Member Hullsiek to investigate low-cost alternatives*
225 *to the White Bear Lake SCADA proposal.*

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227 **16. CITY ENGINEER APPOINTMENT PROCESS> REVIEW OF MATRIX, DISCUSSION OF APPROACH TO**
228 **THE SELECTION PROCESS, AND CONSIDERATION OF PROPOSED WORK PLAN BY COUNCIL MEMBER**

229 **HULLSIEK: Hullsiek** reviewed the matrix used by the Council in 2010 when it last sought municipal
230 engineering proposals, and believes that re-opening the search could take as long as a year to complete.

231 Consequently, **Hullsiek** recommends that the Council identify a short list from the 2010 list and go
232 forward with them. **Wingfield** noted that in 2010, the Council short-listed 3 firms for interviews – LHB,
233 Bolton and Menk, and Thatcher - and the existing firm providing engineering services to the City was
234 also chosen to interview. **Wingfield** stated that during the interview, it became apparent that LHB was
235 not a good fit for the City. **Wingfield** also stated that the two municipalities that submitted proposals –
236 Maplewood and White Bear Lake – have comparable experience and comparable rates.

237

238 ***Wingfield/Woolstencroft unanimous to authorize Council Member Hullsiek to act on the City's behalf***
239 ***on this issue.***

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241 **17. PROSECUTION SERVICES> REVIEW OF PROPOSED RFP:** **Wingfield** brought this to the Council's
242 attention, stating that this is different from what Kevin Sandstrom does for us ; that there hasn't been
243 an RFP from the City on this for several years. **Wingfield** created an RFP document that was in the
244 agenda packet for the Council's review.

245

246 ***Wingfield/LaFoy unanimous to authorize the RFP and to direct staff to place the RFP on the League of***
247 ***Minnesota Cities website.***

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249 **18. ORDINANCE 703 (COUNCIL VACANCY – SPECIAL ELECTION)> REVIEW OF CITY ATTORNEY'S**
250 **LEGAL OPINION:** **Sandstrom** reviewed with the Council his analysis and opinion of whether the recently-
251 enacted ordinance requiring a special election can be made retroactively to the Sampair vacancy.
252 **Sandstrom** noted that the intent of the City Council at the time the ordinance was enacted was to have
253 the ordinance apply to the Sampair vacancy, and stated that the only way to legally get around the
254 special election requirement was for the Council to repeal the ordinance.

255

256 ***LaFoy/Woolstencroft 4-0 (Donovan abstained) unanimous to express the desire to repeal Ordinance***
257 ***703 and to authorize staff to draft an ordinance repealing the special election ordinance for review at***
258 ***the March 2013 Council meeting.***

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260 **19. MAYOR'S REPORT:**

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262 **19a. DIRECTIVE TO FINANCE COMMITTEE> REVIEW SEWER AND WATER FUND REVENUES AND**
263 **EXPENSES:** **Wingfield** noted that her review of these funds indicates that the City has enough dollars to
264 make this year's bond payments, but there isn't a lot of extra dollars for future projects such as SCADA,
265 and believes that the Finance Committee should review the Sewer and Water Fund revenues and
266 expenses to find areas of cost efficiencies; without motion, the Council so directed.

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268 **19b. DIRECTIVE TO PLANNING COMMISSION> ADDRESS PRE-EXISTING IMPERVIOUS SURFACE**
269 **PERMIT ISSUES:** **Wingfield** said that there were 2 instances where there was difficulty in getting permits
270 to resurface their driveways when their property already exceeds the 25% maximum impervious surface
271 requirements and is thus a legal, nonconforming lot, and believe that the Planning Commission should
272 look at this issue and investigate whether the permitting process can be speeded up.

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274 *Wingfield/Donovan unanimous to direct the Planning Commission to review the ordinance as it*
275 *relates to impervious surfaces with pre-existing conditions.*

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277 **19c. REVIEW NEWSLETTER OPTIONS AND PROPOSED MISSION STATEMENT AND PARAMETERS:**

278 **Wingfield** noted that she had heard from many residents that prefer the newsletter to be mailed to
279 them, saying that's "who we are" in Birchwood. **Wingfield** next went over a proposed mission statement
280 for the newsletter, noting that the statement establishes the position of Newsletter Coordinator, of
281 which Barb Brenny has agreed to do, and a policy that the draft newsletter be sent first to the Council
282 for review and approval, and if 2 of more Council members object to any content in the newsletter that
283 the content be removed or altered so as to satisfy the objection.

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285 *Wingfield/Woolstencroft unanimous to approve the Newsletter Mission Statement and appoint Barb*
286 *Brenny Newsletter Editor.*

287

288 **19d. LARRY WALKER – TEAM BUILDING SEMINAR IN MAY:** **Wingfield** said that City resident Larry
289 Walker and his son runs a consulting business dealing with organizational team-building, and has offered
290 to facilitate such a seminar for elected officials and staff sometime in May.

291

292 **20. COUNCIL REPORTS:** **LaFoy** commented that he had met with White Bear Lake Police Chief Lynne
293 Banks, who is scheduled to retire in May, and with White Bear Lake Fire Chief Tim Vadnais. **LaFoy** also
294 asked permission to hold conversations with those who can help the City in providing for the needs of
295 the City's senior citizens.

296

297 **Donovan** shared with the Council that he and LaFoy, as Cable Commissioners, will be working with City
298 staff and RWSCC staff on a needs assessment for City Hall on Tuesday, February 19. **Donovan** also stated
299 that the Personnel Committee will be meeting on Tuesday, February 19 to develop shared expectations
300 of the Council and staff.

301

302 **21. FUTURE COUNCIL MEETINGS:** **Wingfield** reminded the Council of the workshop meeting to go
303 over City finances and expenses on February 19, and preferred a round table discussion which does not
304 lend itself to cable televising.

305

306 **2. ACCEPTANCE OF THE FINANCIAL REPORT AND APPROVAL OF DISBURSEMENTS:** **Wingfield** said
307 she has a question on Check # 27615 in the amount of \$2,358.09 payable to the City of White Bear Lake
308 for the City's share of the cost of the sediment removal and weir repair at the Riviera Drive stormwater
309 pond. **Wingfield** commented that the City Council at its November 13, 2012 special meeting authorized
310 payment of 2/9ths of the cost of the project, not to exceed \$2,040.00; the bill for \$2,358.09 is too much.

311 *Wingfield/Woolstencroft unanimous to accept the Financial Report and Disbursements Register as*
312 *prepared by the City Treasurer and presented to the City Council on February 12, 2013, including*
313 *Check #'s 27608-27614, 27616-27631, 27634-27663, Direct Deposits 27632DD and 27633DD, and*

314 **Electronic Funds Transfers FED122012, MN122012, PERA123112, EFT1302013, PERA011513,**
315 **FED012013, MN012013, in the amount of \$41,888.38; to not authorize payment of Check # 27615 in**
316 **the amount of \$2,358.09 payable to the City of White Bear Lake for the City's share of the cost of the**
317 **sediment removal and weir repair at the Riviera Drive stormwater pond, due to the amount of the**
318 **payment exceeding the \$2,040.00 authorized by the City Council at its August 23, 2012 special**
319 **meeting; and to authorize payment of \$2,040.00 payable to the City of White Bear Lake for the City's**
320 **share of the cost of the sediment removal and weir repair at the Riviera Drive stormwater pond per**
321 **the direction of the Council at its August 23, 2012 special meeting; and to direct staff to investigate**
322 **the nature of the cost overrun for the Council to review in considering payment of the \$318.09 cost**
323 **overrun for this project; total approved expenditure amount to equal \$43,928.38.**
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325 **3. APPROVAL OF \$265.00 EXPENDITURE FOR THE CITY COORDINATOR TO ATTEND THE 2013**
326 **MUNICIPAL CLERKS AND FINANCE OFFICERS ANNUAL CONFERENCE MARCH 19-22 IN ST. CLOUD:**
327

328 **LaFoy/Donovan unanimous to approve the \$265.00 expenditure for the City Coordinator to attend the**
329 **2013 Municipal Clerks and Finance Officers Annual Conference March 19-22 in St. Cloud.**
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331 **4. APPROVAL BY THE CITY COUNCIL FOR THE CITY COORDINATOR TO BE A CANDIDATE FOR**
332 **TREASURER OF THE MUNICIPAL CLERKS AND FINANCE OFFICERS ASSOCIATION:**
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334 **LaFoy/Donovan unanimous to approve the candidacy of the City Coordinator for the position of**
335 **Treasurer of the Municipal Clerks and Finance Officers Association.**
336

337 **8d. REVIEW OF RESOLUTION 2012-38: Wingfield commented that this resolution, passed by the**
338 **Council in December 2012, directed the transfer of \$15,000.00 from the General Fund to the Sewer**
339 **Fund due to what was thought to be a requirement by the bond holder to maintain a minimum**
340 **\$115,000.00 balance to said fund. Wingfield said she contacted Tim Myers of U S Bank on this matter,**
341 **who told Wingfield that Briggs and Morgan (bond counsel for the debt instrument) notified him that the**
342 **reserve requirement does not apply to the City's outstanding bonds. Wingfield said that, based on this**
343 **information, there was no need for the \$15,000.00 transfer out of the General Fund nor an ongoing**
344 **reserve requirement, and asked the City Attorney on how best to address this situation given the**
345 **passage of Resolution 2012-38. Sandstrom commented that the action phrase of the resolution states**
346 **that the transfer of fund is only for the retention of a "required" amount, and if the amount in reserve is**
347 **not "required", there is no need for the Council to amend or revoke the resolution.**
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349 **22. ADJOURN: Donovan/Woolstencroft unanimous to adjourn the Regular Meeting @ 9:02pm.**
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356 _____
357 Dale Powers
City Coordinator

Birchwood Village
Treasurer's Report
3-7-2013

Council Meeting 3/12/2013

REVISED *gj* 2

To: City Council
From: Cindie J Reiter, Treasurer

Financial Report

Attached are the CTAS reports:

The **DISBURSEMENTS REGISTER** is for those claims presented for approval and/or payment this eve. Disbursement Register includes check numbers or EFT identifier. **THE DISBURSEMENT REGISTER is for expenses of period between council meetings (February 13 – March 12, 2013).** Checks issued are #27664– 27704 and EFTs for Xcel Sewer LIFT, US Bank Service Charge (SC), PERA, FED and/or MN payroll taxes. (check #27671 is VOID)

The **Interim Financial Report** shows the year to date totals for each revenue and expense of each Fund. The report is presented by ACCOUNT code. Fund 100 is the operating fund (General Fund) for which property taxes are levied, and also includes other revenues the city receives. In the disbursement section of this report you will find a running total (YTD) and variance (remaining balance) of the full year budgeted amount for each category of expense. **THE FINAL CTAS FINANCIAL REPORT IS INCLUDED FOR YE 2012. The Interim Financial Report is provided for 2013 through March 12, 2013.**

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

Current Items of Interest-

- **Sewer Utility Expense** – WBL increase for lift station maintenance. After meeting with Birchwood Budget Committee and WBL officials it was determined that the past hours charged by WBL appeared to be understated. WBL has tracked and billed for hours of maintenance. Shows significant increase.
- **SPRWS - \$797 outstanding invoice** needs confirmation of hydrant repair at rink. Clerk inquiry made.
- **Pipe Services Corp invoice for \$ 840** televising sewer in late 2012 – outstanding (not received) as of this date.
- **Check #27705 for Met Council Wastewater Charge \$3,658.96** dated 3/13/2013 included for signature. This disbursement will show on the April Disbursement Register. (Mayor or Deputy Mayor to sign a Claims for Approval form at time of signature.)
- **Xcel Energy rate increase 13.7%** - proposed to Public Utility Commission. Rate increase taken Jan. 1, 2013 and will credit or refund if rate increase is not allowed by PUC. Potential \$3,000 expense increase in 2013.
- **DRAFT of YE 2012 Financial Statements** provided for proof & approval before being sent to the OSA.
- **US Bank shows 3 accounts to be inactive**, forms to be provided to city to include these accounts in the 4MFund balance (Mayor/Deputy mayor and Clerk/Treasurer signatures to be required).
- **POLICE & FIRE invoices not yet received from WBL.** Possible waiting for signed Fire contract – per WBL staff. **Council may chose to direct staff to make payments based on 2013 budgeted expense.**

Please call/email with any questions.

Cindie J. Reiter,

Birchwood City Treasurer



Birchwood Village

Treasurer's Report

7-2013

Council Meeting 3/12/2013

To: City Council

From: Cindie J Reiter, Treasurer

Financial Report

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Please call/email with any questions.

Cindie J Reiter,

Birchwood City Treasurer

As of 03/06/2013
Fiscal Year:2013

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$525,009.93	\$5,461.99	\$38,228.90	\$492,243.02
Tree Canopy Care	\$8,350.00	\$0.00	\$0.00	\$8,350.00
Special Rev Projects	\$13,756.91	\$200.00	\$0.00	\$13,956.91
Spec Project-Elm Easement	\$0.00	\$0.00	\$0.00	\$0.00
Sewer 2004 Bonds	\$0.00	\$143.53	\$1,246.13	(\$1,102.60)
Birchwood In Re-hab Bond	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Re-hab 2008 Debt	\$0.00	\$214.19	\$0.00	\$214.19
Cap Project - PW	\$44,571.00	\$0.00	\$0.00	\$44,571.00
Capital Projects	\$58,587.99	\$0.00	\$0.00	\$58,587.99
Cap Proj - Catchbasin	\$0.00	\$0.00	\$0.00	\$0.00
Water Enterprise Fund	\$31,968.02	\$7,358.04	\$15,171.92	\$24,154.14
Sewer Enterprise Fund	\$115,000.00	\$6,889.43	\$11,787.52	\$110,101.91
Total	\$797,243.85	\$20,267.18	\$66,434.47	\$751,076.56

Fund Name: All Funds
 Date Range: 02/13/2013 to 03/12/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
02/15/2013	Payroll Period Ending 01/31/2013		27664	\$180.34	100-45200-100	\$180.34
02/15/2013	Payroll Period Ending 01/31/2013		27665	\$240.11	100-45200-100	\$240.11
02/15/2013	Payroll Period Ending 01/31/2013		27666	\$18.47	100-45200-100	\$18.47
02/15/2013	Payroll Period Ending 01/31/2013		27667	\$188.39	100-45200-100	\$188.39
02/15/2013	Payroll Period Ending 01/31/2013		27668	\$1,039.10	100-41400-100	\$1,039.10
02/15/2013	Payroll Period Ending 01/31/2013		27669	\$510.49	100-41400-100	\$510.49
02/15/2013	Payroll Period Ending 01/31/2013		27670	\$22.16	100-45200-100	\$22.16
02/15/2013	Payroll Period Ending 01/31/2013		27671			VOID
02/15/2013	Payroll Period Ending 01/31/2013		27672	\$22.16	100-45200-100	\$22.16
02/15/2013	Xcel Energy	Lift Stn - Electric FEB 2013	LIFT022013	\$422.97	605-43190-381	\$422.97
02/28/2013	Payroll Period Ending 02/15/2013		27673	\$235.73	100-45200-100	\$235.73
02/28/2013	Payroll Period Ending 02/15/2013		27674	\$299.21	100-45200-100	\$299.21
02/28/2013	Payroll Period Ending 02/15/2013		27675	\$265.96	100-45200-100	\$265.96
02/28/2013	Payroll Period Ending 02/15/2013		27676DD	\$1,039.10	100-41400-100	\$1,039.10
02/28/2013	Payroll Period Ending 02/15/2013		27677DD	\$398.65	100-41400-100	\$398.65
03/01/2013	PERA	Staff Retirement PE 1/31/2013	PERA021513	\$289.89	100-41400-120	\$155.68
					100-41400-121	\$134.21
03/04/2013	IRS - US Treasury	FEDTaxes Feb 2013	FED022013	\$1,312.46	100-41400-110	\$395.02
					100-41400-160	\$60.01
					100-41400-162	\$256.58
					100-41400-164	\$60.01
					100-41400-166	\$256.58
					100-45200-110	\$32.06
					100-45200-160	\$23.91
					100-45200-162	\$102.19
					100-45200-164	\$23.91
					100-45200-166	\$102.19
03/04/2013	MN Department of Revenue	State W/H Feb 2013	MN022013	\$198.17	100-41400-115	\$198.17
03/04/2013	PERA	Staff Retirement PE 2/15/2013	PERA022813	\$268.83	100-41400-120	\$144.37
					100-41400-121	\$124.46

City of Birchwood Village

Disbursements Register

03/06/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
03/12/2013	City of Birchwood Village	City Hall Utility Billing Qtr 1 - 2013	27681	\$47.59	100-41940-380	\$47.59
03/12/2013	Gopher State One Call	Locates -February 2013	27682	\$4.35	601-42805-305	\$2.17
					605-42805-305	\$2.18
03/12/2013	Minnesota Pipe & Equipment	TS Park - valve repair	27683	\$228.03	100-45200-220	\$228.03
03/12/2013	TSE, INC	City Hall Janitorial 2- 14-13	27684	\$19.00	100-41940-305	\$19.00
03/12/2013	FP Mailing Solutions	Postage Machine - Sealant	27685	\$125.34	100-41430-230	\$125.34
03/12/2013	St. Anthony Village	UB Fee & Set up Chg/supplies Qtr 1 2013	27686	\$1,722.15	601-43180-305	\$861.08
					605-43190-305	\$861.07
03/12/2013	Ken Johnson	Plow & Sand Streets - Jan 27 - Feb 22 2013	27687	\$4,429.25	100-43125-305	\$4,429.25
03/12/2013	MN Dept of Health Drinking Water	Water Supply Connection Srvc Qtrly Fee 2013	27688	\$562.00	601-43180-430	\$562.00
03/12/2013	Xcel Energy	City hall - Electric/Gas FEb 2013	27689	\$362.63	100-41940-380	\$362.63
03/12/2013	Xcel Energy	Rink/Warm Hosue- Electric FEB 2013	27690	\$263.69	100-45200-380	\$263.69
03/12/2013	Connor IT Solutions, Inc.	Troubleshoot lockout & antivirus duplication	27691	\$125.00	100-41420-220	\$125.00
03/12/2013	TSE, INC	City Hall Janitorial 1/31/13	27692	\$19.00	100-41940-305	\$19.00
03/12/2013	Washington County	Salt/Sand 2/11/13	27693	\$371.35	100-43125-305	\$371.35
03/12/2013	Toshiba Business Solutions, USA Inc	Qtrly Mntnc Nov - Feb 2013	27694	\$46.94	100-41420-305	\$46.94
03/12/2013	S&T Office Supplies	Folders & Papers	27695	\$72.05	100-41420-200	\$72.05
03/12/2013	Xcel Energy	Street Lights FEB 2013	27696	\$1,352.67	100-43160-380	\$1,352.67
03/12/2013	Qwest/CenturyLink	Phone/Fax lines Feb 2013	27697	\$122.74	100-41940-321	\$122.74
03/12/2013	Eckberg, Lammers, Briggs, Wolff	Legal Service -Jan 2013	27698	\$780.00	100-41600-300	\$780.00
03/12/2013	City of White Bear Lake Public Work	Lift Stn Ck/REcords Jan 2013 & install part	27699	\$1,827.00	605-43190-305	\$280.00
					605-43190-305	\$1,436.50
					605-43190-400	\$110.50
03/12/2013	Waste Management of WI- MN	Recycle - Feb 2013	27700	\$957.72	100-44100-305	\$957.72
03/12/2013	On-Site Sanitation Inc	Rental Unit -TS Pk March 2013	27701	\$86.95	100-45200-305	\$86.95
03/12/2013	TA Schifsky & Sons, INC	Asphalt Sand Winter mix	27702	\$35.59	100-43100-305	\$35.59

Total For Period

\$20,513.23

Total Year To Date

\$64,759.70

Fund Name: All Funds
 Date Range: 02/13/2013 to 03/12/2013

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
02/14/2013	Residents - via St Anthony Village	Utility Billing - SAV	907	\$98.47	601-34160	\$1.17
					601-34170	\$5.59
					605-34190	\$91.71
02/25/2013	Residents - via St Anthony Village	Utility Billing - SAV	908	\$57.12	601-34110	\$16.00
					601-34160	\$2.82
					601-34170	\$1.59
					605-34190	\$36.71
03/04/2013	Nicholson, Robert	Bldg Permit - WB056510	903	\$54.75	100-32210	\$54.75
03/04/2013	Velin, John	Garage Rent - Feb 2013	904	\$21.00	100-34101	\$21.00
03/04/2013	RWS Cable Comm	Reimbursement - Cable Service Qtr 4 2012	905	\$405.50	100-33625	\$405.50
Total For Period				\$636.84		
Total Year To Date				\$20,267.18		

As of 12/31/2013

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$336,013.00	\$3,970.86	(\$332,042.14)
Total Acct 310	\$336,013.00	\$3,970.86	(\$332,042.14)
Business Licenses and Permits	\$8,500.00	\$0.00	(\$8,500.00)
Total Acct 321	\$8,500.00	\$0.00	(\$8,500.00)
Building Permits	\$0.00	\$318.63	\$318.63
Dog Licenses	\$200.00	\$25.00	(\$175.00)
Total Acct 322	\$200.00	\$343.63	\$143.63
Local Government Aids	\$238.00	\$0.00	(\$238.00)
Total Acct 334	\$238.00	\$0.00	(\$238.00)
Recycle Grant	\$1,000.00	\$0.00	(\$1,000.00)
Cable Comm. Grant	\$7,000.00	\$405.50	(\$6,594.50)
Total Acct 336	\$8,000.00	\$405.50	(\$7,594.50)
City Hall and Garage Rent	\$500.00	\$42.00	(\$458.00)
Total Acct 341	\$500.00	\$42.00	(\$458.00)
Fines	\$650.00	\$0.00	(\$650.00)
Total Acct 351	\$650.00	\$0.00	(\$650.00)
Miscellaneous	\$100.00	\$0.00	(\$100.00)
Total Acct 361	\$100.00	\$0.00	(\$100.00)
Interest Earnings	\$50.00	\$0.00	(\$50.00)
Contrib. and Donations-Private	\$500.00	\$700.00	\$200.00
Total Acct 362	\$550.00	\$700.00	\$150.00
Total Revenues	\$354,751.00	\$5,461.99	(\$349,289.01)
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Publishing	\$2,100.00	\$334.65	\$1,765.35
Total Acct 411	\$2,100.00	\$334.65	\$1,765.35
City Council	\$4,200.00	\$252.70	\$3,947.30
Total Acct 413	\$4,200.00	\$252.70	\$3,947.30
Clerk - Treasurer	\$58,240.00	\$12,323.44	\$45,916.56
Elections	\$500.00	\$0.00	\$500.00
Office Operations/Supplies	\$3,525.00	\$295.22	\$3,229.78
Postage/Postal Permits	\$650.00	\$125.34	\$524.66
Total Acct 414	\$62,915.00	\$12,744.00	\$50,171.00
Financial Administration	\$400.00	\$0.00	\$400.00
Assessing	\$5,450.00	\$0.00	\$5,450.00

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

03/06/2013

Total Acct 415	\$5,850.00	\$0.00	\$5,850.00
Legal Services	\$7,200.00	\$1,320.50	\$5,879.50
Engineer Service	\$10,000.00	\$0.00	\$10,000.00
Total Acct 416	\$17,200.00	\$1,320.50	\$15,879.50
Per Diem	\$1,560.00	\$0.00	\$1,560.00
Total Acct 418	\$1,560.00	\$0.00	\$1,560.00
Grants	\$1,825.00	\$0.00	\$1,825.00
City Training and Development	\$2,335.00	\$265.00	\$2,070.00
City Hall-Gov't Buildings	\$7,000.00	\$1,214.55	\$5,785.45
City Insurance	\$7,380.00	\$0.00	\$7,380.00
Cable Eqpmnt and Service	\$800.00	\$50.63	\$749.37
Newsletter	\$125.00	\$0.00	\$125.00
Total Acct 419	\$19,465.00	\$1,530.18	\$17,934.82
Police	\$91,348.00	\$0.00	\$91,348.00
Total Acct 421	\$91,348.00	\$0.00	\$91,348.00
Fire	\$20,593.00	\$0.00	\$20,593.00
Total Acct 422	\$20,593.00	\$0.00	\$20,593.00
Building Inspection	\$8,400.00	\$1,170.00	\$7,230.00
Total Acct 424	\$8,400.00	\$1,170.00	\$7,230.00
Other Protection	\$0.00	\$68.38	(\$68.38)
Animal Control	\$897.00	\$0.00	\$897.00
Total Acct 428	\$897.00	\$68.38	\$828.62
Streets and Road Mntnc	\$5,250.00	\$35.59	\$5,214.41
Crack Seal Project	\$5,000.00	\$0.00	\$5,000.00
Seal Coat project	\$12,500.00	\$0.00	\$12,500.00
Street Sweeping	\$4,000.00	\$0.00	\$4,000.00
Ice and Snow Removal	\$16,000.00	\$7,153.15	\$8,846.85
Tree Removal	\$5,000.00	\$50.00	\$4,950.00
Utility - Drain Structure Care	\$1,200.00	\$2,358.09	(\$1,158.09)
Street Lights	\$15,600.00	\$2,577.05	\$13,022.95
Total Acct 431	\$64,550.00	\$12,173.88	\$52,376.12
Weed Control - Milfoil	\$1,200.00	\$0.00	\$1,200.00
Total Acct 432	\$1,200.00	\$0.00	\$1,200.00
Sanitation - Recycling	\$12,000.00	\$2,873.16	\$9,126.84
Total Acct 441	\$12,000.00	\$2,873.16	\$9,126.84
Lawn Care/Mntnc	\$6,000.00	\$0.00	\$6,000.00
Total Acct 450	\$6,000.00	\$0.00	\$6,000.00
Recreation	\$1,900.00	\$0.00	\$1,900.00
Total Acct 451	\$1,900.00	\$0.00	\$1,900.00
Parks	\$12,300.00	\$5,761.45	\$6,538.55
Total Acct 452	\$12,300.00	\$5,761.45	\$6,538.55
CONSERVATION - NATURAL RESOURC	\$2,082.00	\$0.00	\$2,082.00
Total Acct 461	\$2,082.00	\$0.00	\$2,082.00

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

03/06/2013

Total Disbursements	\$334,560.00	\$38,228.90	\$296,331.10
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$525,009.93	
Cash Balance as of 12/31/2013		\$492,243.02	

As of 12/31/2013

Tree Canopy Care

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$8,350.00	
Cash Balance as of 12/31/2013		\$8,350.00	

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

03/06/2013

As of 12/31/2013

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$200.00	\$200.00
Total Acct 322	\$0.00	\$200.00	\$200.00
Total Revenues	\$0.00	\$200.00	\$200.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Parks	\$7,000.00	\$0.00	\$7,000.00
Total Acct 452	\$7,000.00	\$0.00	\$7,000.00
Total Disbursements	\$7,000.00	\$0.00	\$7,000.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$13,756.91	
Cash Balance as of 12/31/2013		\$13,956.91	

As of 12/31/2013

Spec Project-Elm Easement

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

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

03/06/2013

As of 12/31/2013

Sewer 2004 Bonds

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$143.53	\$143.53
Total Acct 361	\$0.00	\$143.53	\$143.53
Total Revenues	\$0.00	\$143.53	\$143.53
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Bond Payment	\$0.00	\$1,246.13	(\$1,246.13)
Total Acct 471	\$0.00	\$1,246.13	(\$1,246.13)
Total Disbursements	\$0.00	\$1,246.13	(\$1,246.13)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2013		(\$1,102.60)	

As of 12/31/2013

Birchwood In Re-hab Bond

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

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

03/06/2013

As of 12/31/2013

Sewer Re-hab 2008 Debt

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$214.19	\$214.19
Total Acct 361	\$0.00	\$214.19	\$214.19
Total Revenues	\$0.00	\$214.19	\$214.19
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2013		\$214.19	

As of 12/31/2013

Gap Project - PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$44,571.00	
Cash Balance as of 12/31/2013		\$44,571.00	

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

03/06/2013

As of 12/31/2013

Capital Projects

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

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

03/06/2013

As of 12/31/2013

Gap Proj - Catchbasin

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

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

03/06/2013

As of 12/31/2013

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$7,078.12	\$7,078.12
Penalty - Late Water/Sewer	\$0.00	\$138.83	\$138.83
State and Misc fees	\$0.00	\$141.09	\$141.09
Total Acct 341	\$0.00	\$7,358.04	\$7,358.04
Total Revenues	\$0.00	\$7,358.04	\$7,358.04
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Utility Locates	\$0.00	\$61.70	(\$61.70)
Total Acct 428	\$0.00	\$61.70	(\$61.70)
Water Utility	\$0.00	\$15,110.22	(\$15,110.22)
Total Acct 431	\$0.00	\$15,110.22	(\$15,110.22)
Total Disbursements	\$0.00	\$15,171.92	(\$15,171.92)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$31,968.02	
Cash Balance as of 12/31/2013		\$24,154.14	

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

03/06/2013

As of 12/31/2013

Sewer Enterprise Fund			
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$100.20	\$100.20
Sewer Fee	\$0.00	\$6,789.23	\$6,789.23
Total Acct 341	\$0.00	\$6,889.43	\$6,889.43
Total Revenues	\$0.00	\$6,889.43	\$6,889.43
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Utility Locates	\$0.00	\$61.70	(\$61.70)
Total Acct 428	\$0.00	\$61.70	(\$61.70)
Sewer Utility	\$0.00	\$11,725.82	(\$11,725.82)
Total Acct 431	\$0.00	\$11,725.82	(\$11,725.82)
Total Disbursements	\$0.00	\$11,787.52	(\$11,787.52)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$115,000.00	
Cash Balance as of 12/31/2013		\$110,101.91	



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

03/04/2013

2012

as of 12/31/2012

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$325,000.00	\$320,067.04	(\$4,932.96)
Total Acct 310	\$325,000.00	\$320,067.04	(\$4,932.96)
Business Licenses and Permits	\$100.00	\$0.00	(\$100.00)
Total Acct 321	\$100.00	\$0.00	(\$100.00)
Building Permits	\$8,500.00	\$7,792.10	(\$707.90)
Dog Licenses	\$1,000.00	\$617.00	(\$383.00)
Zoning App Fee	\$0.00	\$412.00	\$412.00
Total Acct 322	\$9,500.00	\$8,821.10	(\$678.90)
State Grants and Aids	\$238.00	\$238.00	\$0.00
Total Acct 334	\$238.00	\$238.00	\$0.00
Recycle Grant	\$1,650.00	\$1,678.00	\$28.00
Cable Comm. Grant	\$7,000.00	\$6,495.79	(\$504.21)
Total Acct 336	\$8,650.00	\$8,173.79	(\$476.21)
City Hall and Garage Rent	\$500.00	\$374.50	(\$125.50)
Total Acct 341	\$500.00	\$374.50	(\$125.50)
Fines	\$1,000.00	\$453.31	(\$546.69)
Total Acct 351	\$1,000.00	\$453.31	(\$546.69)
Delinquent Utilities - Garb/CEC	\$0.00	\$248.05	\$248.05
Miscellaneous	\$500.00	\$61.85	(\$438.15)
Total Acct 361	\$500.00	\$309.90	(\$190.10)
Interest Earnings	\$1,000.00	\$40.57	(\$959.43)
Contrib. and Donations-Private	\$400.00	\$765.00	\$365.00
Refunds and Reimbursements	\$0.00	\$2,428.10	\$2,428.10
Total Acct 362	\$1,400.00	\$3,233.67	\$1,833.67
Total Revenues	\$346,888.00	\$341,671.31	(\$5,216.69)

Other Financing Sources:

Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	

Disbursements:

Publishing	\$2,175.00	\$4,313.11	(\$2,138.11)
Total Acct 411	\$2,175.00	\$4,313.11	(\$2,138.11)
City Council	\$2,700.00	\$2,442.08	\$257.92
Total Acct 413	\$2,700.00	\$2,442.08	\$257.92
Clerk - Treasurer	\$56,000.00	\$56,260.20	(\$260.20)
Elections	\$4,400.00	\$5,063.86	(\$663.86)
Office Operations/Supplies	\$4,275.00	\$3,314.48	\$960.52
Postage/Postal Permits	\$800.00	\$1,025.58	(\$225.58)
Total Acct 414	\$65,475.00	\$65,664.12	(\$189.12)

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

03/04/2013

Financial Administration	\$400.00	\$374.74	\$25.26
Assessing	\$5,325.00	\$5,436.23	(\$111.23)
Total Acct 415	\$5,725.00	\$5,810.97	(\$85.97)
Legal Services	\$8,000.00	\$6,679.28	\$1,320.72
Engineer Service	\$6,000.00	\$6,223.43	(\$223.43)
Total Acct 416	\$14,000.00	\$12,902.71	\$1,097.29
Per Diem	\$1,560.00	\$985.00	\$575.00
Total Acct 418	\$1,560.00	\$985.00	\$575.00
Grants	\$0.00	\$1,000.00	(\$1,000.00)
Planning and Zoning	\$0.00	\$206.00	(\$206.00)
City Training and Development	\$5,000.00	\$3,189.00	\$1,811.00
City Hall-Gov't Buildings	\$9,300.00	\$6,814.03	\$2,485.97
City Insurance	\$10,524.00	\$10,258.00	\$266.00
Cable Eqpmt and Service	\$1,200.00	\$838.50	\$361.50
Newsletter	\$400.00	\$228.45	\$171.55
Total Acct 419	\$26,424.00	\$22,533.98	\$3,890.02
Police	\$90,935.00	\$89,776.00	\$1,159.00
Total Acct 421	\$90,935.00	\$89,776.00	\$1,159.00
Fire	\$20,500.00	\$21,317.00	(\$817.00)
Total Acct 422	\$20,500.00	\$21,317.00	(\$817.00)
Building Inspection	\$9,400.00	\$9,726.61	(\$326.61)
Total Acct 424	\$9,400.00	\$9,726.61	(\$326.61)
Other Protection	\$68.00	\$241.13	(\$173.13)
Animal Control	\$925.00	\$882.00	\$43.00
Total Acct 428	\$993.00	\$1,123.13	(\$130.13)
Streets and Road Mntnc	\$7,000.00	\$3,048.72	\$3,951.28
Street Sweeping	\$4,000.00	\$3,785.00	\$215.00
Ice and Snow Removal	\$15,300.00	\$8,591.18	\$6,708.82
Tree Care/Inspection	\$800.00	\$711.28	\$88.72
Tree Removal	\$2,550.00	\$2,393.19	\$156.81
Weed Control	\$1,700.00	\$927.00	\$773.00
Utility - Drain Structure Care	\$1,400.00	\$0.00	\$1,400.00
Street Signs	\$3,000.00	\$0.00	\$3,000.00
Street Lights	\$15,000.00	\$14,001.60	\$998.40
Wtr/Swr Emergency	\$1,000.00	\$0.00	\$1,000.00
Survey - Public Property	\$2,500.00	\$4,123.50	(\$1,623.50)
Total Acct 431	\$54,250.00	\$37,581.47	\$16,668.53
Sanitation - Recycling	\$12,700.00	\$11,388.54	\$1,311.46
Total Acct 441	\$12,700.00	\$11,388.54	\$1,311.46
Lawn Care/Mntnc	\$6,000.00	\$4,900.00	\$1,100.00
Total Acct 450	\$6,000.00	\$4,900.00	\$1,100.00
Recreation	\$2,000.00	\$1,700.00	\$300.00
Total Acct 451	\$2,000.00	\$1,700.00	\$300.00
Parks	\$13,000.00	\$11,489.67	\$1,510.33
Total Acct 452	\$13,000.00	\$11,489.67	\$1,510.33

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

03/04/2013

CONSERVATION - NATURAL RESOURC	\$5,700.00	\$6,197.34	(\$497.34)
Total Acct 461	\$5,700.00	\$6,197.34	(\$497.34)
Unallocated Expenditures	\$8,351.00	\$0.00	\$8,351.00
Total Acct 492	\$8,351.00	\$0.00	\$8,351.00
Total Disbursements	\$341,888.00	\$309,851.73	\$32,036.27
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$14,023.65	

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

03/04/2013

As of 12/31/2012

Tree Canopy Care

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$8,350.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

As of 12/31/2012

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$4,935.00	\$4,935.00
Total Acct 322	\$0.00	\$4,935.00	\$4,935.00
Total Revenues	\$0.00	\$4,935.00	\$4,935.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$1,510.33	
Disbursements:			
Parks	\$5,000.00	\$4,170.09	\$829.91
Total Acct 452	\$5,000.00	\$4,170.09	\$829.91
Total Disbursements	\$5,000.00	\$4,170.09	\$829.91
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Spec Project-Elm Easement

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Sewer 2004 Bonds

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$8,560.47	\$8,560.47
Total Acct 361	\$0.00	\$8,560.47	\$8,560.47
Total Revenues	\$0.00	\$8,560.47	\$8,560.47
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$22,413.65	
Disbursements:			
Bond Payment	\$0.00	\$29,768.00	(\$29,768.00)
Total Acct 471	\$0.00	\$29,768.00	(\$29,768.00)
Unallocated Expenditures	\$0.00	\$1,206.12	(\$1,206.12)
Total Acct 492	\$0.00	\$1,206.12	(\$1,206.12)
Total Disbursements	\$0.00	\$30,974.12	(\$30,974.12)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Birchwood In Re-hab Bond

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$655.65	\$655.65
Total Acct 361	\$0.00	\$655.65	\$655.65
Total Revenues	\$0.00	\$655.65	\$655.65
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Unallocated Expenditures	\$0.00	\$144.05	(\$144.05)
Total Acct 492	\$0.00	\$144.05	(\$144.05)
Total Disbursements	\$0.00	\$144.05	(\$144.05)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$511.60	

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

03/04/2013

As of 12/31/2012

Sewer Re-hab 2008 Debt

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$18,206.94	\$18,206.94
Total Acct 361	\$0.00	\$18,206.94	\$18,206.94
Total Revenues	\$0.00	\$18,206.94	\$18,206.94
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$10,740.71	
Disbursements:			
Bond Payment	\$0.00	\$25,175.30	(\$25,175.30)
Total Acct 471	\$0.00	\$25,175.30	(\$25,175.30)
Unallocated Expenditures	\$0.00	\$3,772.35	(\$3,772.35)
Total Acct 492	\$0.00	\$3,772.35	(\$3,772.35)
Total Disbursements	\$0.00	\$28,947.65	(\$28,947.65)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Cap Project - PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$3,000.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Capital Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
City Hall-Gov't Buildings	\$15,000.00	\$940.00	\$14,060.00
Total Acct 419	\$15,000.00	\$940.00	\$14,060.00
Total Disbursements	\$15,000.00	\$940.00	\$14,060.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Cap Proj - Catchbasin

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$62,710.48	\$62,710.48
Penalty - Late Water/Sewer	\$0.00	\$1,492.66	\$1,492.66
State and Misc fees	\$0.00	\$2,097.44	\$2,097.44
Total Acct 341	\$0.00	\$66,300.58	\$66,300.58
DELQ - Water-Sewer fees	\$0.00	\$3,591.49	\$3,591.49
Total Acct 361	\$0.00	\$3,591.49	\$3,591.49
Interest Earnings	\$0.00	\$3.27	\$3.27
Total Acct 362	\$0.00	\$3.27	\$3.27
Total Revenues	\$0.00	\$69,895.34	\$69,895.34
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$200.00	(\$200.00)
Total Acct 414	\$0.00	\$200.00	(\$200.00)
Legal Services	\$0.00	\$981.45	(\$981.45)
Engineer Service	\$0.00	\$1,425.00	(\$1,425.00)
Total Acct 416	\$0.00	\$2,406.45	(\$2,406.45)
Utility Locates	\$0.00	\$250.29	(\$250.29)
Total Acct 428	\$0.00	\$250.29	(\$250.29)
Water Utility	\$27,000.00	\$63,123.09	(\$36,123.09)
Wtr/Swr Emergency	\$0.00	\$7,678.10	(\$7,678.10)
Total Acct 431	\$27,000.00	\$70,801.19	(\$43,801.19)
Total Disbursements	\$27,000.00	\$73,657.93	(\$46,657.93)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	

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

03/04/2013

As of 12/31/2012

Sewer Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Fee	\$0.00	\$79,981.28	\$79,981.28
Total Acct 341	\$0.00	\$79,981.28	\$79,981.28
DELQ - Water-Sewer fees	\$0.00	\$2,412.90	\$2,412.90
Total Acct 361	\$0.00	\$2,412.90	\$2,412.90
Interest Earnings	\$0.00	\$14.25	\$14.25
Total Acct 362	\$0.00	\$14.25	\$14.25
Total Revenues	\$0.00	\$82,408.43	\$82,408.43

Other Financing Sources:

Sale of Investments		\$0.00	
Transfers from other Funds		\$1,674.92	

Disbursements:

Postage/Postal Permits	\$0.00	\$200.00	(\$200.00)
Total Acct 414	\$0.00	\$200.00	(\$200.00)
Financial Administration	\$0.00	\$489.00	(\$489.00)
Total Acct 415	\$0.00	\$489.00	(\$489.00)
Engineer Service	\$0.00	\$1,322.50	(\$1,322.50)
Total Acct 416	\$0.00	\$1,322.50	(\$1,322.50)
Utility Locates	\$0.00	\$150.26	(\$150.26)
Total Acct 428	\$0.00	\$150.26	(\$150.26)
Utility - Drain Structure Care	\$58,200.00	\$26,718.75	\$31,481.25
Wtr/Swr Emergency	\$0.00	\$15,330.89	(\$15,330.89)
Sewer Utility	\$0.00	\$66,421.64	(\$66,421.64)
Total Acct 431	\$58,200.00	\$108,471.28	(\$50,271.28)
Total Disbursements	\$58,200.00	\$110,633.04	(\$52,433.04)

Other Financing Uses:

Purchase of Investments		\$0.00	
Transfers to other Funds		\$33,154.36	

DRAFT FOR REVIEW

CITY OF
BIRCHWOOD
VILLAGE
2012
FINANCIAL
STATEMENTS

Compare data to YE 2012
CTAS Interim Fin. Rpt by
acct #

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pg #s
to be
updated
after
Sch. 9
typed

CITY of BIRCHWOOD VILLAGE
ELECTED AND APPOINTED OFFICIALS
December 31, 2011

ELECTED

NAME	POSITION	TERM EXPIRES
Alan Mitchell	Mayor	December 31, 2012
Jane Harper	Councilmember	December 31, 2012
Barb Carson	Councilmember	December 31, 2012
Mark Peterson	Councilmember	August 31, 2012
Anthony Sampair	Councilmember	December 12, 2012

APPOINTED COUNCILMEMBERS

William Hullsiek	Councilmember	September & October 2012
Kevin Woolstencroft	Councilmember	November & December 2012
Greg Donovan	Councilmember	December 27- 31, 2012

APPOINTED

NAME	POSITION
Dale Powers	City Clerk/Coordinator
Cindie J Reiter	City Treasurer

City of Birchwood Village, MN
Statement of Cash Balances
For Year Ending December 31, 2012

<u>Primary Government</u>			
	Governmental Activites	Business-Type Activities	Totals 2012
Cash	\$ 650,275.83	\$ 146,968.02	\$ 797,243.85
TOTAL CASH	\$ 650,275.83	\$ 146,968.02	\$ 797,243.85
Cash Balances Consist of:			
Restricted	\$ 44,571.00		\$ 44,571.00
Unrestricted	\$ 605,704.83	\$ 146,968.02	\$ 752,672.85
TOTAL CASH BALANCE	\$ 650,275.83	\$ 146,968.02	\$ 797,243.85

City of Birchwood Village, MN
Statement of Cash Balances
For Year Ending December 31, 2012

	General Fund	Tree Canopy fund	Park Improvement Fund	Public Works Reserve Fund	Capital Projects Fund	Total Government Funds
Cash	\$ 525,010	\$ 8,350	\$ 13,757	\$ 44,571	\$ 58,588	\$ 650,276
TOTAL CASH	\$ 525,010	\$ 8,350	\$ 13,757	\$ 44,571	\$ 58,588	\$ 650,276
Cash Balances Consist of:						
Reserved Street Repair				\$ 44,571		\$ 44,571
Designated Parks			\$ 13,757			\$ 13,757
Designated Tree Canopy		\$ 8,350				
Designated City Projects					\$ 58,588	\$ 58,588
Undesignated	\$ 525,010					\$ 525,010
TOTAL CASH BALANCE	\$ 525,010	\$ 8,350	\$ 13,757	\$ 44,571	\$ 58,588	\$ 650,276

City of Birchwood Village
Statement of Receipts, Disbursements and Balances (Schedule 1)
As of 12/31/2012

FUND	Beginning Balance	Receipts	Transfers In	Disbursements	Transfers Out	Ending Balance
General Fund	\$507,214.00	\$341,671.31	\$0.00	\$309,851.73	\$14,023.65	\$525,009.93
Tree Canopy Care	\$0.00	\$0.00	\$8,350.00	\$0.00	\$0.00	\$8,350.00
Special Rev Projects	\$11,481.67	\$4,935.00	\$1,510.33	\$4,170.09	\$0.00	\$13,756.91
Sewer 2004 Bonds	\$0.00	\$8,560.47	\$22,413.65	\$30,974.12	\$0.00	\$0.00
Birchwood In Re-hab Bond	\$0.00	\$655.65	\$0.00	\$144.05	\$511.60	\$0.00
Sewer Re-hab 2008 Debt	\$0.00	\$18,206.94	\$10,740.71	\$28,947.65	\$0.00	\$0.00
Cap Project - PW	\$41,571.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$44,571.00
Capital Projects	\$59,527.99	\$0.00	\$0.00	\$940.00	\$0.00	\$58,587.99
Water Enterprise Fund	\$35,730.61	\$69,895.34	\$0.00	\$73,657.93	\$0.00	\$31,968.02
Sewer Enterprise Fund	\$174,704.05	\$82,408.43	\$1,674.92	\$110,633.04	\$33,154.36	\$115,000.00
TOTAL	\$830,229.32	\$526,333.14	\$47,689.61	\$559,318.61	\$47,689.61	\$797,243.85

City of Birchwood Village
Statement of Receipts and Disbursements
SCHEDULE 2
As of 12/31/2012

100: General Fund

Receipts:

Taxes			
General Property Taxes		\$320,067.04	
	Total		\$320,067.04
Licenses and Permits			
Building Permits		\$7,792.10	
Dog Licenses		\$617.00	
Zoning App Fee		\$412.00	
	Total		\$8,821.10
Intergovernmental Revenues			
State Grants and Aids		\$238.00	
Recycle Grant		\$1,678.00	
Cable Comm. Grant		\$6,495.79	
	Total		\$8,411.79
Charges for Services			
City Hall & Garage Rent		\$374.50	
	Total		\$374.50
Fines & Forfeitures			
Fines		\$453.31	
	Total		\$453.31
Miscellaneous			
Delinquent Utilities - Garbage/CEC		248.05	
Miscellaneous		\$61.85	
Interest Earnings		\$40.57	
Contrib. & Donations-Private		\$765.00	
Refunds and Reimbursements		\$2,428.10	
	Total		\$3,543.57
	TOTAL RECEIPTS		\$341,671.31

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$0.00

City of Birchwood Village
Statement of Receipts and Disbursements
SCHEDULE 2
As of 12/31/2012

Disbursements:

General Government	
Publishing	\$4,313.11
City Council	\$2,442.08
Clerk - Treasurer	\$56,260.20
Elections	\$5,063.86

Office Operations/Supplies	\$3,314.48	
Postage/Postal Permits	\$1,025.58	
Financial Administration	\$374.74	
Assessing	\$5,436.23	
Legal Services	\$6,679.28	
Engineer Service	\$6,223.43	
Per Diem	\$985.00	
Grants	\$1,000.00	
Planning and Zoning	\$206.00	
City Training & Development	\$3,189.00	
City Hall-Gov't Buildings	\$6,814.03	
City Insurance	\$10,258.00	
Cable Eqmpt and Service	\$838.50	
Newsletter	\$228.45	
	Total	\$114,651.97
Public Safety		
Police	\$89,776.00	
Fire	\$21,317.00	
Building Inspection	\$9,726.61	
Other Protection - Code Red	\$241.13	
Animal Control	\$882.00	
	Total	\$121,942.74
Public Works		
Streets & Road Mntnc	\$3,048.72	
Street Sweeping	\$3,785.00	
Ice and Snow Removal	\$8,591.18	
Tree Care/Inspection	\$711.28	
Tree Removal	\$2,393.19	
Weed Control	\$927.00	
Street Lights	\$14,001.60	
Survey - Public Places	\$4,123.50	
	Total	\$37,581.47
Health and Welfare		
Sanitation - Recycling	\$11,388.54	
	Total	\$11,388.54
Culture and Recreation		
Lawn Care/Mntnc	\$4,900.00	
Recreation	\$1,700.00	
Parks - Current	\$10,100.17	
Parks - Capital Outlay	\$1,389.50	
	Total	\$18,089.67
Conservation of Natural Resources	\$6,197.34	
	Total	\$6,197.34
	TOTAL DISBURSEMENTS	\$309,851.73

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$14,023.65

City of Birchwood Village Statement of Receipts and Disbursements
SCHEDULE 2
110: Tree Canopy Care Project
As of 12/31/2012

Receipts:

Miscellaneous

Total **\$0.00**

TOTAL RECEIPTS **\$0.00**

Other Financing Sources:

Sale of Investments **\$0.00**
Transfers from other Funds **\$8,350.00**

Disbursements:

Culture and Recreation

Total **\$0.00**

TOTAL DISBURSEMENTS **\$0.00**

Other Financing Uses:

Purchase of Investments **\$0.00**
Transfers to other Funds **\$0.00**

City of Birchwood Village Statement of Receipts and Disbursements
SCHEDULE 2
210: Special Revenue Projects
As of 12/31/2012

Receipts:

Licenses and Permits			
Dock/Lift Permit Fee		\$4,935.00	
	Total		\$4,935.00
Miscellaneous			
Interest Earnings			
	Total		\$0.00
	TOTAL RECEIPTS		\$4,935.00

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$1,510.33

Disbursements:

Culture and Recreation			
Parks - current		\$140.09	
Parks - Capital Outlay		\$4,030.00	
	Total		\$4,170.09
	TOTAL DISBURSEMENTS		\$4,170.09

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$0.00

City of Birchwood Village
 SCHEDULE 2
 As of 12/31/2012

Statement of Receipts and Disbursements
 DEBT SERVICE ACCOUNTS

301: Sewer 2004 Bonds
 Receipts:

Special Assessment Payments			
Sewer Re-hab A&B		\$8,560.47	
	Total		<u>\$8,560.47</u>
	TOTAL RECEIPTS		\$8,560.47

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$22,413.65

Disbursements:

Debt Service			
Bond Payment		\$29,768.00	
	Total		<u>\$29,768.00</u>
Miscellaneous			
Unallocated Expenditures		\$1,206.12	
	Total		<u>\$1,206.12</u>
	TOTAL DISBURSEMENTS		\$30,974.12

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$0.00

SCHEDULE 2
 As of 12/31/2012

Statement of Receipts and Disbursements

303: Birchwood In Re-hab Bond
 Receipts:

Special Assessment Payments			
Sewer Re-hab A&B		\$655.65	
	Total		<u>\$655.65</u>
	TOTAL RECEIPTS		\$655.65

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$0.00

Disbursements:

Unallocated Expenditures	\$144.05		
	TOTAL DISBURSEMENTS		<u><u>\$144.05</u></u>

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$511.60

City of Birchwood Village
 SCHEDULE 2
 As of 12/31/2012

Statement of Receipts and Disbursements
 DEBT SERVICE ACCOUNTS

305: Sewer Re-hab 2008 Debt
 Receipts:

Special Assessment Payments			
Sewer Re-hab A&B		\$18,206.94	
	Total		\$18,206.94
			<hr/>
TOTAL RECEIPTS			\$18,206.94

Other Financing Sources:

Sale of Investments		\$0.00	
Transfers from other Funds		\$10,740.71	

Disbursements:

Debt Service			
Bond Payment		\$25,175.30	
	Total		\$25,175.30
Miscellaneous			
Unallocated Expenditures		\$3,772.35	
	Total		\$3,772.35
TOTAL DISBURSEMENTS			\$28,947.65

Other Financing Uses:

Purchase of Investments		\$0.00	
Transfers to other Funds			

City of Birchwood Village
SCHEDULE 2
As of 12/31/2012

Statement of Receipts and Disbursements

601: Water Enterprise Fund
Receipts:

Charges for Services			
Water Fee		\$62,710.48	
Penalty - Late Water/Sewer		\$1,492.66	
State & Misc fees		\$2,097.44	
	Total		\$66,300.58
Miscellaneous			
DELQ - Water-Sewer fees		\$3,591.49	
Interest Earnings		\$3.27	
	Total		\$3,594.76
	TOTAL RECEIPTS		\$69,895.34

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$0.00

Disbursements:

General Government			
Postage/Postal Permits		\$200.00	
Legal Services		\$981.45	
Engineer Service		\$1,425.00	
	Total		\$2,606.45
Public Safety			
Utility Locates		\$250.29	
	Total		\$250.29
Public Works			
Water Utility		\$63,123.09	
Wtr/Swr Emergency		\$7,678.10	
	Total		\$70,801.19
	TOTAL DISBURSEMENTS		\$73,657.93

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$0.00

City of Birchwood Village
SCHEDULE 2
As of 12/31/2012

Statement of Receipts and Disbursements

605: Sewer Enterprise Fund
Receipts:

Charges for Services			
Sewer Fee		\$79,981.28	
	Total		\$79,981.28
Miscellaneous			
DELQ - Water-Sewer fees		\$2,412.90	
Interest Earnings		\$14.25	
	Total		\$2,427.15
	TOTAL RECEIPTS		\$82,408.43

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$1,674.92

Disbursements:

General Government			
Postage/Postal Permits		\$200.00	
Assessing		\$489.00	
Engineer Service		\$1,322.50	
	Total		\$2,011.50
Public Safety			
Utility Locates		\$150.26	
	Total		\$150.26
Public Works			
Utility Drain Structure - Current		\$0.00	
Utility Drain Structure - Capital		\$26,718.75	
Sewer Emergency		\$15,330.89	
Sewer Utility		\$66,421.64	
	Total		\$108,471.28
	TOTAL DISBURSEMENTS		\$110,633.04

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$33,154.36

City of Birchwood Village
 Statement of Change in Cash Balances
 As of 12/31/2011
 Schedule 5



100: General Fund

Receipts:

Cash Receipts	
General Property Taxes	\$320,067.04
Licenses and Permits	\$8,821.10
Intergovernmental Revenues	\$8,411.79
Charges for Services	\$374.50
Fines	\$453.31
Miscellaneous	\$3,543.57

TOTAL RECEIPTS **\$341,671.31**

Other Financing Sources:

Sale of Investments	\$0.00
Transfers from other Funds	\$0.00

Disbursements:

Cash Disbursements	
General Government	\$114,651.97
Public Safety	\$121,942.74
Public Works	\$37,581.47
Health and Welfare	\$11,388.54
Culture and Recreation	\$18,089.67
Conservation of Natural Resources	\$6,197.34

TOTAL DISBURSEMENTS **\$309,851.73**

Other Financing Uses:

Purchase of Investments	\$0.00
Transfers to other Funds	\$14,023.65

TOTAL EXPENSES **\$323,875.38**

Net Change in Cash Balance **\$17,795.93**

Cash Balance - January 1 \$ 507,214.00

Cash Balance - December 31 \$ 525,009.93

City of Birchwood Village
Statement of Change in Cash Balances
As of 12/31/2012
Schedule 5

110: Tree Canopy Care Project

Receipts:	Receipts		\$0.00	
		TOTAL RECEIPTS		\$0.00
Other Financing Sources:				
	Sale of Investments		\$0.00	
	Transfers from other Funds		\$8,350.00	
Disbursements:	Disbursements			
		TOTAL DISBURSEMENTS		\$0.00
Other Financing Uses:				
	Purchase of Investments		\$0.00	\$0.00
	Transfers to other Funds		\$0.00	<u>\$0.00</u>
	Net Change in Cash Balance			\$8,350.00
	Cash Balance - January 1	\$	<u>-</u>	
	Cash Balance - December 31	\$	<u><u>8,350.00</u></u>	

City of Birchwood Village
Statement of Change in Cash Balances
As of 12/31/2012
Schedule 5

210: Special Rev Projects

Receipts:	Licenses and Permits	\$4,935.00	
		<u>TOTAL RECEIPTS</u>	\$4,935.00
Other Financing Sources:	Sale of Investments	\$0.00	
	Transfers from other Funds	\$1,510.33	
Disbursements:	Culture and Recreation		
	Parks - Current	\$140.09	
	Parks - Capital Outlay	\$4,030.00	
		<u>TOTAL DISBURSEMENTS</u>	\$4,170.09
Other Financing Uses:	Purchase of Investments	\$0.00	
	Transfers to other Funds	\$0.00	
	Net Change in Cash Balance		\$2,275.24
	Cash Balance - January 1	<u>\$ 11,481.67</u>	
	Cash Balance - December 31	<u>\$13,756.91</u>	

Statement of Change in Cash Balances

As of 12/31/2012

Schedule 5

401: Capital Project - PW

Receipts:	Receipts	\$0.00	
Other Financing Sources:	Sale of Investments	\$0.00	
	Transfers from other Funds	\$3,000.00	
	TOTAL RECEIPTS		\$3,000.00
Disbursements:	Disbursements	\$0.00	
Other Financing Uses:	Purchase of Investments	\$0.00	
	Transfers to other Funds	\$0.00	
	TOTAL DISBURSEMENTS		\$0.00
	Net Change in Cash Balance		\$3,000.00
	Cash Balance - January 1	<u>\$ 41,571.00</u>	
	Cash Balance - December 31	<u><u>\$ 44,571.00</u></u>	

City of Birchwood Village
Statement of Change in Cash Balances
As of 12/31/2012
Schedule 5

402: Capital Projects

Receipts:	Receipts		\$0.00	
Other Financing Sources:	Sale of Investments		\$0.00	
	Transfers from other Funds		\$0.00	
		TOTAL RECEIPTS		\$0.00
Disbursements:	General Government			
	City Hall - Gov't Buildings - Capital Outlay		\$940.00	
		TOTAL DISBURSEMENTS		\$940.00
Other Financing Uses:	Purchase of Investments		\$0.00	
	Transfers to other Funds		\$0.00	
	Net Change in Cash Balance			(\$940.00)
	Cash Balance - January 1	\$	<u>59,527.99</u>	
	Cash Balance - December 31	\$	<u><u>58,587.99</u></u>	

City of Birchwood Village
Statement of Change in Cash Balances
As of 12/31/2012
Schedule 5

601: Water Enterprise Fund	Charges for Services		
Receipts:	Water Fee	\$62,710.48	
	Penalty - Late	\$1,492.66	
	State Fees	\$2,097.44	
	Total Charges for Service		\$66,300.58
	Miscellaneous		
	DELQ - Water Fees	\$3,591.49	
	Interest Earnings	\$3.27	
	TOTAL RECEIPTS		\$69,895.34
Other Financing Sources:	Sale of Investments	\$0.00	
	Transfers from other Funds	\$0.00	
Disbursements:	General Government		
	Postage/Postal Permits	\$200.00	
	Legal Services	\$981.45	
	Engineer Service	\$1,425.00	
	Total General Government		2606.45
	Public Safety		
	Utility Locates	\$250.29	
	Total Public Safety		\$250.29
	Public Works		
	Water Utility	\$63,123.09	
	Water Emergency	\$7,678.10	
	Total Public Works		\$70,801.19
Other Financing Uses:	Purchase of Investments	\$0.00	
	Transfers to other Funds	\$0.00	
	TOTAL DISBURSEMENTS		\$73,657.93
	Net Change in Cash Balance		(\$3,762.59)
	Cash Balance - January 1	<u>\$ 35,730.61</u>	
	Cash Balance - December 31	<u>\$ 31,968.02</u>	

City of Birchwood Village
Statement of Change in Cash Balances
As of 12/31/2012
Schedule 5

605: Sewer Enterprise Fund

Receipts:

Charges for Services

Sewer Fee \$79,981.28

DELQ - Sewer Fees \$2,412.90

Miscellaneous

Interest Earnings \$14.25

TOTAL RECEIPTS \$82,408.43

Other Financing Sources:

Sale of Investments \$0.00

Transfers from other Funds \$1,674.92

Total Disbursements & Transfers \$84,083.35

Disbursements:

General Government

Postage/Postal Permits \$200.00

Financial Administration \$489.00

Engineer Service \$1,322.50

Total General Government \$2,011.50

Public Safety

Utility Locates \$150.26

Total Public Safety \$150.26

Public Works

Utility - Drain Structure Capital Outlay \$26,718.75

Sewer Utility \$66,421.64

Sewer Emergency \$15,330.89

Total Public Works \$108,471.28

TOTAL DISBURSEMENTS \$110,633.04

Other Financing Sources:

Sale of Investments \$0.00

Transfers from other Funds \$33,154.36

Total Transfers from Other Funds \$33,154.36

Total Disbursements & Transfers \$143,787.40

Net Change in Cash Balance (\$59,704.05)

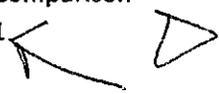
Cash Balance - January 1 \$ 174,704.05

Cash Balance - December 31 \$ 115,000.00

City of Birchwood Village
 Budgetary Comparison
 As of 12/31/2012
 GENERAL FUND

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$325,000.00	\$320,067.04	(4,932.96)
Total	\$325,000.00	\$320,067.04	(4,932.96)
Business Licenses & Permits	\$100.00	\$0.00	(100.00)
Building Permits	\$8,500.00	\$7,792.10	(707.90)
Dog Licenses	\$1,000.00	\$617.00	(383.00)
Zoning App Fee	\$0.00	\$412.00	412.00
Total	\$9,600.00	\$8,821.10	(778.90)
State Grants and Aids	\$238.00	\$238.00	0.00
Total	\$238.00	\$238.00	0.00
Recycle Grant	\$1,650.00	\$1,678.00	28.00
Cable Comm. Grant	\$7,000.00	\$6,495.79	(504.21)
Total	\$8,650.00	\$8,173.79	(476.21)
City Hall & Garage Rent	\$500.00	\$374.50	(125.50)
Total	\$500.00	\$374.50	(125.50)
Fines	\$1,000.00	\$453.31	(546.69)
Total	\$1,000.00	\$453.31	(546.69)
DELQ - Utilities Garbage/CEC	\$0.00	\$248.05	248.05
Miscellaneous	\$500.00	\$61.85	(438.15)
Total	\$500.00	\$309.90	(190.10)
Interest Earnings	\$1,000.00	\$40.57	(959.43)
Contrib. & Donations-Private	\$400.00	\$765.00	365.00
Refunds and Reimbursements	\$0.00	\$2,428.10	2,428.10
Total	\$1,400.00	\$3,233.67	1,833.67
Total Revenues	\$346,888.00	\$341,671.31	(5,216.69)
Other Financing Sources:			
Sale of Investments		\$0.00	0.00
Transfers from other Funds		\$0.00	0.00

City of Birchwood Village
 2011 Budgetary Comparison
 As of 12/31/2011
 GENERAL FUND



Disbursements:

Publishing	\$2,175.00	\$4,313.11	(2,138.11)
Total	\$2,175.00	\$4,313.11	(2,138.11)
City Council	\$2,700.00	\$2,442.08	257.92
Total	\$2,700.00	\$2,442.08	257.92
Clerk - Treasurer	\$56,000.00	\$56,260.20	(260.20)
Elections	\$4,400.00	\$5,063.86	(663.86)
Office Operations/Supplies	\$4,275.00	\$3,314.48	960.52
Postage/Postal Permits	\$800.00	\$1,025.58	(225.58)
Total	\$65,475.00	\$65,664.12	(189.12)
Financial Administration	\$400.00	\$374.74	25.26
Assessing	\$5,325.00	\$5,436.23	(111.23)
Total	\$5,725.00	\$5,810.97	(85.97)
Legal Services	\$8,000.00	\$6,679.28	1,320.72
Engineer Service	\$6,000.00	\$6,223.43	(223.43)
Total	\$14,000.00	\$12,902.71	1,097.29
Per Diem	\$1,560.00	\$985.00	575.00
Total	\$1,560.00	\$985.00	575.00
Grants	\$0.00	\$1,000.00	(1,000.00)
Planning and Zoning	\$0.00	\$206.00	(206.00)
City Training & Development	\$5,000.00	\$3,189.00	1,811.00
City Hall-Gov't Buildings	\$9,300.00	\$6,814.03	2,485.97
City Insurance	\$10,524.00	\$10,258.00	266.00
Cable Eqpmnt and Service	\$1,200.00	\$838.50	361.50
Newsletter	\$400.00	\$228.45	171.55
Total	\$26,424.00	\$22,533.98	3,890.02
Police	\$90,935.00	\$89,776.00	1,159.00
Total	\$90,935.00	\$89,776.00	1,159.00
Fire	\$20,500.00	\$21,317.00	(817.00)
Total	\$20,500.00	\$21,317.00	(817.00)
Building Inspection	\$9,400.00	\$9,726.61	(326.61)
Total	\$9,400.00	\$9,726.61	(326.61)
Code Red	\$68.00	\$241.13	(173.13)
Animal Control	\$925.00	\$882.00	43.00
Total	\$993.00	\$1,123.13	(130.13)
PUBLIC WORKS	\$0.00	\$0.00	0.00
Total	\$0.00	\$0.00	0.00

Streets & Road Mntnc	\$7,000.00	\$3,048.72	3,951.28
Street Sweeping	\$4,000.00	\$3,785.00	215.00
Ice and Snow Removal	\$15,300.00	\$8,591.18	6,708.82
Tree Care/Inspection	\$800.00	\$711.28	88.72
Tree Removal	\$2,550.00	\$2,393.19	156.81
Weed Control	\$1,700.00	\$927.00	773.00
Drainage - Structure Care	\$1,400.00	\$0.00	1,400.00
Street Signs	\$3,000.00	\$0.00	3,000.00
Street Lights	\$15,000.00	\$14,001.60	998.40
Water/Sewer Emergency	\$1,000.00	\$0.00	1,000.00
Survey - Public Property	\$2,500.00	\$4,123.50	(1,623.50)
Total	\$54,250.00	\$37,581.47	16,668.53
Sanitation - Recycling	\$12,700.00	\$11,388.54	1,311.46
Total	\$12,700.00	\$11,388.54	1,311.46
Lawn Care/Mntnc	\$6,000.00	\$4,900.00	1,100.00
Total	\$6,000.00	\$4,900.00	1,100.00
Recreation	\$2,000.00	\$1,700.00	300.00
Total	\$2,000.00	\$1,700.00	300.00
Parks	\$13,000.00	\$11,489.67	1,510.33
Total	\$13,000.00	\$11,489.67	1,510.33
CONSERVATION - NATURAL RESO	\$5,700.00	\$6,197.34	(497.34)
Total	\$5,700.00	\$6,197.34	(497.34)
Unallocated Expenditures	\$8,351.00	\$0.00	8,351.00
Total	\$8,351.00	\$0.00	8,351.00
TOTAL DISBURSEMENTS	\$341,888.00	\$309,851.73	32,036.27
Other Financing Uses:			
Purchase of Investments		\$0.00	0.00
Transfers to other Funds		\$14,023.65	(14,023.65)

City of Birchwood Village

2012 Accounts Payable Outstanding 12/31/2012

Fund Name:

GENERAL FUND	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
General Fund	Eckberg, Lammers, Briggs, Wolff	Legal Service -December 2012	\$540.50
General Fund	Washington County	Sand - December 2012	\$409.87
General Fund	Waste Management of WI-MN	Recycle - December 2012	\$957.72
General Fund	IRS - US Treasury	Federal Taxes PE 12/31/2012	\$1,212.33
General Fund	MN Department of Revenue	State Withholding December 2012	\$183.74
General Fund	PERA	Staff Retirement PE 12/15/12	\$290.57
General Fund	PERA	Staff Retirement PE 12/31/12	\$272.23
General Fund	Menards, Inc.	Park Supplies - December 2012	\$10.67
General Fund	TSE, Inc.	Cleaning Service - December 2012	\$19.00
General Fund	Mobile - Mini, inc.	Warm House Rental - December 2012	\$267.03
General Fund	White Bear Rental & Sales	Parks Bucket & Cat Rental 2012	\$327.59
General Fund	City of White Bear Lake - Public Works	Sediment Removal - Riviera Pond	\$2,358.09
General Fund	City of White Bear Lake Bldg Inspections	Building Inspections -December 2012	\$1,170.00
General Fund	Toshiba Business Solutions, USA Inc	Maintenance 4th Quarter 2012	\$46.94
			<hr/>
			\$8,066.28
 WATER FUND			
Water Fund	City of White Bear Lake Public Work	Water Purchase Quarter 4 2012	\$9,187.14
Water Fund	Gopher State One Call	Locates December 2012	\$7.35
			<hr/>
			\$9,194.49
 SEWER FUND			
Sewer Fund	Gopher State One Call	Locates December 2012	\$7.35
Sewer Fund	City of White Bear Lake	Lift Station Maintenance & Records	\$826.75
			<hr/>
			\$834.10
		TOTAL	<hr/>
			\$18,094.87

City of Birchwood Village

2012 Accounts Receivable Outstanding 12/31/2012

Fund Name:

GENERAL FUND	<u>Remitter</u>	<u>Description</u>	<u>Amount</u>
General Fund	WA County Courts	Fines December 2012	\$184.73
General Fund	Barnum- Writers Unlimited Group	City Hall Use 2012 - donation	\$500.00
General Fund	WA County Tax Division	Property Taxes December 2012	\$3,970.86
General Fund	RW Cable Commission	Cable Service Reimbursement	\$405.50
			\$5,061.09
DEBT SERVICE FUND			
Debt Service Fund	WA County Tax Division	Special Assessment December 2012	\$357.72
			\$357.72
WATER FUND			
Residents	Residents	Water Fee, Penalty and State Fee	\$0.00
			\$0.00
SEWER FUND			
Residents	Residents	Sewer Fee	\$0.00
			\$0.00
		TOTAL	\$5,418.81

**City of Birchwood Village
List of Outstanding Debt
As of 12/31/2012**

	Begin Balance	Issued	Redeemed	Ending Balnce	Due Within One Year
GO Bond Series 2004B	\$ 78,500	\$ -	\$ 26,000	\$ 52,500	\$ 26,000
GO Bond Series 2008	\$ 146,259	\$ -	\$ 18,013	\$ 128,246	\$ 18,897

2004B G.O.
Improvement Bonds

	Principal	Interest	Total
2013	\$ 26,000	\$ 2,520	\$ 28,520
2014	\$ 26,500	\$ 1,272	\$ 27,772
	\$ 52,500	\$ 3,792	\$ 56,292

2008 G.O.
Improvement Bonds

	Principal	Interest	Total
2013	\$ 18,897	\$ 6,297	\$ 25,194
2014	\$ 19,825	\$ 5,369	\$ 25,194
2015	\$ 20,798	\$ 4,396	\$ 25,194
2016	\$ 21,820	\$ 3,374	\$ 25,194
2017	\$ 22,891	\$ 2,303	\$ 25,194
2018	\$ 24,015	\$ 1,179	\$ 25,194
	\$ 128,246	\$ 22,918	\$ 151,164

Future revenue pledged for the payment of long-term debt is as follows:

Bond Issue	Use of Proceeds	Type	Original Amount	Term of Pledge	Remaining Principal	Principal and Interest Paid	Pledged Revenue Received
GO Improvement Bond Series 2004A and 2004B	2004 Sanitary Sewer Re-hab	Special Assessment	\$281,488	2005-2014	\$52,500	\$205,160	\$9,216
GO Improvement Bond Series 2008	2008 Sanitary Sewer Re-hab	Special Assessment	\$ 150,557	2008-2014	\$128,246	\$75,576	\$ 18,207

City of Birchwood Village

As of 12/31/2012

Intergovernmental Revenue 2012

Agency	Description	Fund	Amount
Washington County	Property Taxes	General Fund 100	\$ 320,067.04
Washington County	Recycle Grant	General Fund 100	\$ 1,678.00
Ramsey Washington Suburban Cable	Franchise Fee Contribution	General Fund 100	\$ 6,495.79
MN Department of Revenue	PERA Aid	General Fund 100	\$ 238.00
Washington County	Fines	General Fund 100	\$ 453.31
		Total Intergovernmental	\$ 328,932.14

As of 12/31/2012

Personal Services

Anderson, Alice	\$245.00
Cavenor, Katie	\$90.00
Danks, Debbie	\$110.00
Danks, Doug	\$95.00
Donnell, Suzanne M	\$282.50
Donovan, Greg	\$192.50
Engebretson, Charlene	\$207.50
Felt, Randy	\$95.00
Hankins, Donald	\$95.00
Harrod, Debbie	\$100.00
Hauser, Mary	\$202.50
Husnik, Don	\$180.00
IRS - US Treasury	\$11,891.66
Judkins, Ross	\$180.00
Kohls, Philip R	\$155.00
Krinke, Bea	\$60.00
League of MN Cities	\$1,155.00
League of Mn Cities Insurance Trust	\$2,079.00
Lund, John	\$110.00
McCormick, John	\$100.00
Meissner, Pam	\$720.00
Mitchell, Sharilyn	\$272.50
MN Department of Revenue	\$2,203.69
Moore, Linda	\$217.50
Oakins, Gary	\$352.50
Paradise, Kelly	\$50.00
Payroll Period Ending 01/15/2012	\$2,228.33
Payroll Period Ending 01/31/2012	\$1,954.30
Payroll Period Ending 02/15/2012	\$2,153.28
Payroll Period Ending 02/29/2012	\$1,657.72
Payroll Period Ending 03/15/2012	\$1,606.26
Payroll Period Ending 03/31/2012	\$1,403.31
Payroll Period Ending 04/15/2012	\$1,609.77
Payroll Period Ending 04/30/2012	\$1,557.28
Payroll Period Ending 05/15/2012	\$1,606.26
Payroll Period Ending 05/31/2012	\$1,445.31
Payroll Period Ending 06/15/2012	\$1,452.31
Payroll Period Ending 06/30/2012	\$1,306.21
Payroll Period Ending 07/15/2012	\$1,814.03
Payroll Period Ending 07/31/2012	\$1,602.76
Payroll Period Ending 08/15/2012	\$1,413.82
Payroll Period Ending 08/31/2012	\$1,785.66
Payroll Period Ending 09/15/2012	\$1,541.78
Payroll Period Ending 09/30/2012	\$1,478.74
Payroll Period Ending 10/15/2012	\$1,493.56
Payroll Period Ending 10/31/2012	\$1,534.36
Payroll Period Ending 11/15/2012	\$1,463.89
Payroll Period Ending 11/30/2012	\$1,531.43
Payroll Period Ending 12/15/2012	\$1,593.70
Payroll Period Ending 12/27/2012	\$94.35
Payroll Period Ending 12/31/2011	\$1,854.37
Payroll Period Ending 12/31/2012	\$1,698.30
PERA	\$6,604.68
Pratt, Len	\$95.00
Simmons, Mary Sue	\$100.00

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needs to
be typed
into
2012 Fin Stmt
yet

City of Birchwood Village Statement of Orders Issued (Schedule 9)

03/04/2013

Sternal, Ronald	\$197.50
Westin, Margaret	\$100.00
Winters, John	\$95.00

Supplies

AVENET, LLC	\$350.00
Carson, Barbara	\$42.84
City & Suburban Window Cleaning	\$299.25
City of White Bear Lake	\$5,814.00
City of White Bear Lake Public Work	\$34,273.19
Erick Marshall Electric, Inc.	\$1,559.00
ES&S Systems & Software, INC	\$145.69
FP Mailing Solutions	\$250.68
Hilltop Center, Inc.	\$107.13
Hugo Plumbing & Pump Srvc, Inc.	\$412.50
Ken Johnson	\$112.50
Marshall Electric Company	\$150.40
Menards - Maplewood	\$352.76
Metropolitan Council Env. Service	\$40,105.81
Mid Northern Services	\$340.00
Mr. Handyman	\$160.00
Northland Business Systems	\$117.67
POSTALIA EFT for Postage Meter	\$600.00
Postmaster	\$402.00
Powers, Dale	\$205.82
S&T Office Supplies	\$2,433.14
Schwaab, Inc.	\$135.45
St. Anthony Village	\$328.51
TA Schifsky & Sons, INC	\$409.79
U S Bank	\$103.83
Washington County	\$470.00
Winter Carpet Care	\$294.26

Other Services and Charges

Amy & Adams	\$150.00
Anderson, Nick	\$91.00
City of Birchwood Village	\$130.97
City of St. Paul	\$18,444.32
City of White Bear Lake	\$882.00
City of White Bear Lake Bldg Inspec	\$9,913.00
City of White Bear Lake Fire	\$21,317.00
City of White Bear Lake Police	\$89,776.00
City of White Bear Lake Public Work	\$14,099.54
Eckberg, Lammers, Briggs, Wolff	\$8,250.98
Elfering & Associates	\$13,536.93
General Repair Service	\$6,181.54
GoodPointe Technology, Inc.	\$995.00
Gopher State One Call	\$400.55
GTS	\$210.00
Hamilton, Wayne	\$150.00
Harmonic Relief	\$150.00
Hilltop Center, Inc.	\$535.62
Ken Johnson	\$18,840.50
Kenwood Symphony Orchestra	\$150.00
Lake Management, Inc.	\$927.00
LaNee Victorsen-Willey	\$150.00
League of MN Cities	\$933.00
League of Mn Cities Insurance Trust	\$7,024.00
Little Canada, City of	\$6,113.97
MCFOA	\$75.00

City of Birchwood Village Statement of Orders Issued (Schedule 9)

03/04/2013

Meissner, Pam	\$26.40
Minneapolis Shredcom	\$114.00
MN Dept of Health Drinking Water	\$2,248.00
MN Dept of Labor and Industry	\$103.69
MN Mayors Assn	\$30.00
Nusbaum, Phil	\$150.00
On-Site Sanitation Inc	\$1,860.33
Pipe Services Corp	\$4,265.37
Powers, Dale	\$27.02
Press Publications	\$4,620.68
Prunty, David	\$150.00
Qwest/CenturyLink	\$1,439.40
Ronnan, Kenny	\$747.50
SL - serco	\$872.00
Spanhanks, Jerry	\$150.00
St. Anthony Village	\$5,934.29
Steve Dean	\$711.28
Steve Dean Tree Trimming	\$2,303.19
Steve Hillson	\$150.00
TA Schifsky & Sons, INC	\$972.00
Thul Specialty Contracting, Inc	\$6,945.75
Tom Lutmer /Any Day Now	\$150.00
Toshiba Business Solutions, USA Inc	\$180.10
TSE, INC	\$624.40
U S Bank	\$458.95
Washington County	\$9,081.96
Washington County Historical Societ	\$1,000.00
Waste Management of WI-MN	\$11,388.54
WBL Conservation District	\$6,197.34
White Bear Lake Fireworks Fund	\$200.00
White Bear Lk Community Counsel Cnt	\$1,941.00
Xcel Energy	\$21,973.53
Capital Outlay	
Acclaim Painting	\$940.00
ESS Brothers & Sons, Inc	\$26,718.75
J.M. Services	\$4,030.00
Mobile Mini, Inc	\$1,389.50
Debt Service	
IRS - US Treasury	\$4.50
U S Bank	\$54,943.30
Other Financing Uses	
Alben J & Sommerfeldt	\$45.45
Aines, Judy & Kruse, John	\$45.45
Andersen, James	\$21.16
Anderson, John & Alice	\$21.16
Anderson, Mark/Tami Hart	\$45.45
Andres, Marie	\$45.45
Arlandson, John & MJ Romoser	\$21.16
Belisle, Kimberly	\$45.45
Berglund, Robert & Marie	\$21.16
Bosse, William	\$45.45
Broen, Ken	\$21.16
Broomell, Laura	\$21.16
Brydges, Robert & Nancy	\$21.16
CAlderon, Nancy	\$45.45
CAPital Projects - PW	\$3,000.00

Carson, Robert	\$21.16
Churchill, Christopher & Angela	\$45.45
Cilek, Shannon	\$21.16
Claeson, Richard & Mary Jo	\$45.45
Clark, Thomas & Carole	\$45.45
Corliss, Chuck & Karleen	\$45.45
Danks, Doug	\$45.45
Debt Service Fund #301	\$22,413.65
Debt Service Fund #305	\$10,740.71
Delisle, Darleen	\$45.45
Delmont, Tom	\$45.45
Diez, Gayle	\$21.16
Donnel, David & Suzanne	\$21.16
Donovan, Greg	\$45.45
Dopson, Steven & Karen	\$45.45
Dow, John & Regina	\$45.45
Dowdal, Barbara	\$21.16
Dressler, Wayne J	\$21.16
Drew, David & Racheal	\$21.16
Dupey, Dwight	\$45.45
Ebbott, Michael & Sandee	\$45.45
Ecker, James & Sarah	\$21.16
Egan, Michael	\$45.45
Engebretson, Charlene	\$21.16
Evangelista, Michael & Sandra	\$45.45
Farnan, Ruth	\$45.45
Fischer, Adam	\$45.45
Flatten, Barb	\$45.45
Ford, Olivia C Trs & Silas M Ford	\$45.45
Freeberg, Scott & Karen	\$45.45
Galena, Richard	\$21.16
Gaylord, Joseph C	\$28.81
Gilbertson, Janice	\$45.45
Glander, Mark & Susan	\$45.45
Goertz, Ronald	\$45.45
Goetzl, Wayne	\$45.45
Goodreid, Heidi	\$45.45
Greeley, James & Nansee	\$45.45
Halverson, James & Judy	\$21.16
Hankins, Donald & ^ Cor	\$21.16
Hanson, Lynn & Dyanne	\$45.45
Harrod, James & Debra	\$21.16
Herbert, Edward & Isakson S	\$21.16
Holmberg, Harry & Lois	\$21.16
Holmen, Karen C	\$21.16
Howe, Scott & Tracy	\$21.16
Hunt, Donald	\$28.06
Jackson, Jerome & Laura	\$21.16
Jann, David & Kirsten	\$45.45
Jasper, Robert & Yoko	\$21.16
Jensen, Ernest & Ruth	\$45.45
Johnson, Van & Diane	\$21.16
Kapsner, Cyril & Susan	\$45.45
Kaufman, Charles & Carol	\$21.16
Kordosky, Robert	\$45.45
Korich, George & Rae	\$21.16
Krey, Michael & Carol	\$28.81
Kuczynski, Adrian & Dawn	\$21.16
Kurtz, Roger	\$45.45
Langin, Richard & Peggy	\$45.45

Lauer, John	\$45.45
LeMieux, Renee	\$45.45
Lind, Brian & Karen	\$45.45
Lund, John	\$45.45
Lund, Kellie	\$45.45
Malles, Kathy & Ron	\$45.45
Manke, Robert & Kathleen	\$45.45
Martinucci, David & Mary	\$21.16
Mayer, Faith	\$90.90
MCKenzie, Michael & Julie	\$21.16
MCKiernan, Mark	\$90.90
MCNelly, Greg	\$45.45
Millner, Debra	\$45.45
Morehead, Troy & Naomi	\$21.16
Mueller, Wayne & Kathleen	\$21.16
Muellerleile Larry & Sharon	\$45.45
Murray, Dennis & Dana	\$21.16
Nardecchia, Stella	\$45.45
Nelson, Brian & Kathy	\$45.45
Nelson, james	\$21.16
Newman, Steven & Mary	\$21.16
Nicholson, Betty	\$90.90
Nicholson, Cynthia	\$28.81
Nicholson, Robert & Robin	\$21.16
Niehart, Karen	\$21.16
Norton, Therese	\$21.16
Olson, Christopher & Natalie	\$45.45
ONI, Richarad & Tracy	\$45.45
Pankonen, Richard & Keri	\$45.45
Parks Specia	\$1,510.33
Pavek, Robert & Susan	\$45.45
Peterson, Curtis & Susan	\$21.16
Peterson, Ken	\$45.45
Powers, Wm & Miller, Cheryl	\$21.16
Pratt Ellen Maas, & Pratt Leonard	\$21.16
Pratt, Jeff	\$45.45
Pratt, Len	\$45.45
Purvis, Andrea	\$45.45
Rankin, Ted & Judith	\$45.45
Rauch, Christina	\$45.45
Reynolds, David	\$21.16
Rick, Gregory	\$28.81
Rod, Beverly	\$21.16
Roeller, Gerald & Carol	\$28.81
Sampair, Anthony & Laurie	\$45.45
Schad, Steven & Tracy	\$21.16
Schnellman, Lewis	\$21.16
Schoenrock Rosalyn & Herbert Trs	\$45.45
Serier, Donald & Mechthild	\$21.16
Sewer Fund #605	\$1,674.92
Simning, James	\$90.90
Simpson, Jerald	\$206.00
Skytland, Adrian & ML Jacobson	\$21.16
Smith, John	\$21.16
Stanton, Robert & Debra	\$21.16
Sternal, Ron & Mary	\$45.45
Sutherland, Philip & Jean	\$45.45
Swenson, Jim	\$45.45
Tell, Jason & Jennifer	\$45.45
Thompson, Rodney & Karen	\$45.45

Thorud, Richard & Sheila	\$45.45
Thury, Mark	\$45.45
Tree CAnopy Care #110	\$8,350.00
Underwood, Scott	\$21.16
Walker, Larry & Judith	\$21.16
Webber, Daniel & Sarah	\$45.45
Weber, Elmer	\$21.16
Weber, John K	\$21.16
West, Denise	\$45.45
White, Richard & Joyce	\$45.45
Winter, Philip	\$45.45
Winter, Phillip & Karen	\$45.45
Wohlwned, Scott & Grundtner Lisa	\$21.16
Wyland, John	\$21.16

Total **\$607,008.22**

City of Birchwood Village
 As of 12/31/2011
 (CTAS Schedule 9)
 Personal Services

Statement of Orders issued

Outstanding

Danks, Doug	\$95.00
Felt, Randy	\$95.00
Hankins, Donald	\$95.00
IRS - US Treasury	\$15,951.62
League of Mn Cities Insurance Trust	\$2,447.00
MIN Department of Revenue	\$2,812.06
Payroll Period Ending 01/01/2011	\$3,594.63
Payroll Period Ending 01/15/2011	\$1,345.26
Payroll Period Ending 01/31/2011	\$3,538.77
Payroll Period Ending 02/15/2011	\$1,478.77
Payroll Period Ending 02/28/2011	\$2,134.00
Payroll Period Ending 03/15/2011	\$1,989.03
Payroll Period Ending 03/31/2011	\$1,555.74
Payroll Period Ending 04/15/2011	\$1,548.74
Payroll Period Ending 04/30/2011	\$1,286.09
Payroll Period Ending 05/15/2011	\$1,404.43
Payroll Period Ending 05/31/2011	\$1,349.20
Payroll Period Ending 06/15/2011	\$1,416.26
Payroll Period Ending 06/30/2011	\$1,297.92
Payroll Period Ending 07/15/2011	\$1,376.81
Payroll Period Ending 07/31/2011	\$1,368.92
Payroll Period Ending 08/15/2011	\$1,793.32
Payroll Period Ending 08/31/2011	\$1,379.46
Payroll Period Ending 09/15/2011	\$1,308.46
Payroll Period Ending 09/30/2011	\$1,312.35
Payroll Period Ending 10/15/2011	\$1,529.93
Payroll Period Ending 10/31/2011	\$1,446.83
Payroll Period Ending 11/15/2011	\$1,521.77
Payroll Period Ending 11/30/2011	\$1,438.95
Payroll Period Ending 12/15/2011	\$1,511.84
Payroll Period Ending 12/31/2011	\$2,264.40
PERA	\$6,450.62
Pratt, Len	\$95.00
Winters, John	\$95.00

Supplies

Abbot Paint & Carpet Co.	\$1,001.67
CARPENTERS SMALL ENGINE	\$2,678.11
City of Birchwood Village	\$162.97
City of White Bear Lake	\$31,089.00
Compar, Inc.	\$1,953.38
Delux For Business	\$495.69
Elfering & Associates	\$63.74
HD Supply Waterworks, Ltd	\$705.61
Little Canada, City of	\$301.08
Lund, John	\$94.68
Malles, Kathy	\$28.73
Menards - Maplewood	\$760.28
Metropolitan Council Env. Service	\$43,757.49
Mitchell, Alan	\$96.42

Mounds View Public Schools	\$75.29
Postmaster	\$417.00
Reiter-Roberts, Cindie	\$39.96
Ronnan, Kenny	\$7.99
S&T Office Supplies	\$1,127.80
Safety Signs	\$175.00
Schwaab, Inc.	\$472.09
St. Paul Stamp Works, Inc	\$12.77
STRAUSS SKATES & BICYCLES	\$557.03
White Bear Locksmith	\$1,020.95
White Bear Re	\$206.64
White Bear Rental and Sales	\$347.69

Other Services and Charges

AJ Kelley Roofing	\$325.00
Allied Blacktop Company	\$4,900.00
Amy & Adams	\$175.00
AVENET, LLC	\$350.00
Bailey, Fred	\$100.00
Bello Roofing and Remodeling	\$1,300.00
CAPRA'S UTILITIES, INC	\$11,025.00
City of Birchwood Village	\$189.81
City of White Bear Lake	\$857.00
City of White Bear Lake Bldg Inspec	\$8,237.00
City of White Bear Lake Fire	\$25,780.26
City of White Bear Lake Police	\$82,802.74
City of White Bear Lake Public Work	\$28,668.13
Compar, Inc.	\$880.00
CONSTRUCTION BULLETIN	\$117.25
Cornerstone Construction & Mgmt.	\$6,065.00
CTAS - Adjustment (reverse void in 2010)	\$1,541.83
Eckberg, Lammers, Briggs, Wolff	\$7,004.13
Elfering & Associates	\$11,954.95
General Repair Service	\$6,154.46
Gopher State One Call	\$425.30
Harmonic Relief	\$100.00
Hennen Construction Company	\$1,375.00
HLB TAuges Redpath, LTD	\$15,143.25
Howard, Steve	\$75.00
Hugo Plumbing & Pump Srv, Inc.	\$888.23
Infratech Technologies, Inc	\$440.00
IRS - US Treasury	\$507.33
Joe or Roxy Cruz	\$200.00
KEJ Enterprises	\$13,175.75
Ken Johnson	\$5,297.50
Kenwood Symphony Orchestra	\$100.00
League of MN Cities	\$2,106.00
League of Mn Cities Insurance Trust	\$10,436.00
Little Canada, City of	\$8,128.51
MCFOA	\$295.00
MN Dept of Health Drinking Water	\$2,220.00
MN Dept of Labor and Industry	\$169.98
MN Mayors Assn	\$40.00
New Look Contracting, Inc	\$27,808.00
Nikki Aune	\$35.00

	Nusbaum, Phil	\$75.00
	On-Site Sanitation Inc	\$1,562.93
	Powers, Dale	\$263.70
	Press Publications	\$1,683.86
	Qwest	\$967.29
	Qwest/CenturyKink	\$110.36
	Qwest/CenturyLink	\$220.59
	Ronnan, Kenny	\$1,029.00
	Rowles, Clint	\$150.00
	St Cloud State University	\$410.00
	Steve Dean	\$5,827.62
	TA Schifsky & Sons, INC	\$287.43
	Thatcher Engineering, Inc	\$1,997.00
	Tim Brown	\$100.00
	TKDA Engineering Arch Planning	\$320.00
	Tom Lutmer	\$100.00
	Toshiba Business Solutions, USA Inc	\$195.45
	TSE, INC	\$609.08
	U S Bank	\$392.30
	Washington County	\$10,714.77
	Waste Management of WI-MN	\$11,047.58
	Water Conservation Service Inc.	\$781.35
	WBL Conservation District	\$1,609.16
	White Bear Lake Fireworks Fund	\$200.00
	White Bear Lk Community Counsel Cnt	\$2,022.00
	Whitlock, John	\$150.00
	Xcel Energy	\$25,201.56
	Mobile Mini, Inc	\$1,335.93
Debt Service		
	U S Bank	\$56,195.64
Other Financing Uses		
	Broomell, Laura	\$200.00
	Dellwood Beach Dock Assn.	\$200.00
	FSA Title Services, LLC	\$72.56
	Fund #303	\$18,302.59
	FUND #403 Catchbasin	\$6,000.00
	Fund #403 Catchbasin Project	\$13,139.00
	Korich, George	\$200.00
	Krinke, Doug	\$200.00
	Manual Becerra	\$77.05
	MCCracken Investment Trust	\$92.34
	Michael P Scanlan	\$200.00
	Norton, Therese	\$200.00
	Peterson, Erica	\$1,078.93
	Rauch, Christina	\$200.00
	Reiter-Roberts, Cindie	\$44.00
	Robert Graham	\$415.71
	Sewer Fund #605	\$7,240.78
	US Bank	\$6,060.51
	Walfoort, Susan	\$251.00
	Witthaus, Peggy	\$539.80
	Total	\$625,644.52

RESOLUTION 2013-06

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

**A RESOLUTION ACCEPTING A DONATION OF UNDETERMINED VALUE
FROM BOILER EXXPERTS LLC**

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

The City Council accepts a donation of an undetermined value from Boiler Exxperts LLC for repairing the boiler at City Hall.

I certify that the City of Birchwood Village adopted the above Resolution on this 12th day of March, 2013.

Mary Wingfield, Mayor

ATTEST:

Dale Powers
City Coordinator



Boiler Exxperts LLC
 123 Cedar Street
 White Bear Lake, MN 55110
 651-653-5757

Invoice

Date 2/11/2013
 Invoice # 13-049

PAID

Bill To

City of Birchwood Village
 207 Birchwood Ave
 Birchwood, MN 55110

Job Address

City of Birchwood Village
 207 Birchwood Ave
 Birchwood, MN 55110
 651-426-3043

Job #

Terms Due on receipt

RECEIVED
 FEB 19 2013

BY: _____

Description	Amount
No Heat. Found system low on water. Added water. Checked operations. System seems to be working fine.	0.00
Community Service time. Donated by Scott Howe	

Thank you for your business

Payments/Credits	\$0.00
-------------------------	--------

Boiler Exxperts LLC
 scott@boilerexperts.com
 www.boilerexperts.com

651-653-5757

Balance Due \$0.00

100445

BOILER EXPERTS

HEATING - COOLING - BOILER - SALES & SERVICE
 WHITE BEAR LAKE, MN 55110
 651-653-5757

DATE 8/11/13
 DATE ORDERED

DATE SCHEDULED 8/11/13

PHONE 651-422-3403
 WK. PHONE OR CELL

WARRANTY
 CONTRACT
 SERVICE CONTRACT
 NORMAL
 RES. COMM.

CHECK LIST

- COMPRESSOR
 - SUCTION PSI
 - HEAD PSI
 - VOLTS AMPS
 - ELECTRICAL CONNECTIONS
 - CONTACTS TIGHT & CLEAN
 - OIL LEVEL & CONDITION
- CONDENSER COIL
 - CLEAN OIL & CHECK FIN COND.
 - ENT °F LVG °F
- REFRIGERANT
 - LEAK
 - CHARGE
- FAN AND MOTOR
 - VOLTS AMPS
 - ELECTRICAL CONNECTIONS
 - CONTACTS TIGHT & CLEAN
 - FAN PULLEYS (ADJUST BELT)
 - CHECK: LUBE BEARINGS & MOTOR
- EVAPORATOR COIL
 - CLEAN OIL & CHECK FIN
 - ENT DB °F LVG DB °F
 - ENT WB °F LVG WB °F
- CONDENSATE AREAS
 - INSPECT & CLEAN DRAIN PAN
- AIR FILTERS
 - CLEANED
 - REPLACED
- HEATING ASSY.
 - BURNER & HEAT EXCHANGER
 - FUEL SUPPLY & PRESSURE
 - PILOT ASSEMBLY
 - FLAME ADJUSTMENT
 - PRIMARY RELAY & FUSE
 - FAN & LIMIT SWITCH OPER.
 - BLOWER ASSEMBLY
 - RV VALVE
 - STRIP HEAT
- ELECTRICAL COMPT'S.
 - DEEROST CYCLE
 - RELAYS
 - CONTACTORS
 - OVERLOAD
 - THERMOSTAT
 - PRESS. SWITCH
 - O.K.
 - REPLACE
- RELOCATE

QUANTITY	ITEM OR PART DESCRIPTION	PRICE	AMOUNT
-	Severe Case		N/C
	Commonest Service, True		
	Painted By Scott Hase.		
	RETROFIT APPLIED		
	REFRIGERANT ADDED		
	TOTAL PARTS		

WRITE OR CODE AMOUNT

CHARGES

LABOR GUARANTEE

RELOCATE

TRAVEL TIME

ARRIVED

DEPARTED

TRAVEL TIME

MILEAGE

START -

Tot Miles

X /HR =

X /MIL =

TRIP CHARGE \$

DISPOSAL

ENVIRONMENT

NAME: Jeff D. Beckwood
 STREET: 207 Beckwood Ave
 CITY: Brainerd
 STATE: MN
 ZIP: 55110

MAKE: BECKWOOD
 MODEL: MWS
 SERIAL NUMBER: 55110

JOB LOCATION: STAVE.
 DESCRIPTION OF WORK: No Heat. Found System Low on Water. Added Water. Check thermostat, system seems to be working fine.

TECH #1: REGULAR
 HRS. @ /HR. =
 OVERTIME /HR. =

TECH #2: REGULAR
 HRS. @ /HR. =
 OVERTIME /HR. =

TECHNICIAN SIGNATURE: [Signature]

TECHNICIAN SIGNATURE: [Signature]

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE. AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

AUTHORIZED SIGNATURE: [Signature]

OWNER'S INITIALS: [Initials]

ACCEPTED: [Initials] DECLINED: [Initials]

TOTAL AMOUNT DUE: N/C

DATE: 8/11/13

RESOLUTION 2013-07

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

**A RESOLUTION ACCEPTING A DONATION OF \$100.00 FROM ROBERT AND
BARBARA CARSON FOR THE WARMING HOUSE FACILITY**

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

The City Council accepts a donation of \$100.00 from Robert and Barbara Carson
to help defray the cost of the proposed warming house facility.

I certify that the City of Birchwood Village adopted the above Resolution on this
12th day of March, 2013.

Mary Wingfield, Mayor

ATTEST:

Dale Powers
City Coordinator



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

MEMORANDUM

DATE: March 5, 2013
TO: Honorable Mayor and City Council
FROM: Dale Powers, City Coordinator
RE: Explanation of Consent Agenda Item regarding Consumption of Wine and Beer at "Music in the Park"

=====

On the consent agenda for the March 12, 2013 regular meeting is an item pertaining to the consumption of beer and wine by patrons of the "Music in the Park" concert series. Staff wanted to alert the Council that the wording of the consent agenda item is in keeping with the precise language as developed by former Mayor Mitchell and City Attorney Kevin Sandstrom, as evidenced in the minutes of the May 8, 2012 Council meeting:

=====

MUSIC IN THE PARK 2012: AUTHORIZATION TO CONSUME BEER AND WINE AT THE CONCERTS:

Mitchell brought this matter to the Council's attention, and noted that City ordinance 607.641 requires a special permit to be able to consume beer and wine on the City's open spaces. The Council last year approved a motion authorizing the special permit, and recommends using the same language for this year's approval, changing only the year. **Carson** asked where the concerts will take place this year; **Mitchell** responded that the series will take place at Dellwood Beach or Tighe-Schmitz Park. **Sampair** commented that the neighbors don't mind if a few concerts take place at Dellwood each year, but last year was excessive and recommends rotating the locations (e. g. Birch or Elm).

Mitchell/Carson unanimous to authorize persons of legal age to possess and consume beer and wine during the Sunday evening concerts during 2012, but only in the park where the concert is held and only during the hours of the concert, and provided further that no person shall offer for sale any intoxicating liquor at such places and at such times.

=====

Although the language of § 607.641 intimates a hard copy of a permit that the City would issue to itself, in actuality no such permit form exists. It is the understanding of staff – and, I believe, the City Attorney – that approval of the consent agenda item is sufficient authority for the City.

XFINITY Connect

bwclerk@comcast.net

± Font Size =

Music in the Park

From : almbirchwood@comcast.net

Mon, Mar 04, 2013 03:25 PM

Subject : Music in the Park**To :** Dale Powers <bwclerk@comcast.net>, Mary Wingfield <mary.wingfield@juno.com>

Dale and Mary,

I am starting to get phone calls and emails from musicians interested in playing at Music in the Park this summer. I am willing to take this on, organizing the musicians for each Sunday night, with help from Michael Lien and John Lund and others perhaps, but I would like some confirmation that the Council would like me to do this. Also, the last two years the Council authorized beer and wine at each Sunday night event, and I think folks in attendance enjoyed having a glass of wine or a beer while listening to the music. Can you bring the issue of authorizing beer and wine to the Council for approval no later than the May Council meeting? The paperwork for that matter can be copied from last year's action in May 2012.

Thanks. I am out of town until the middle of April but I will be checking emails frequently.

MAINTENANCE CONTRACT WITH CITY OF BIRCHWOOD VILLAGE

This Contract made this 1st day of MARCH, 2012 by and between the City of Birchwood Village, a Minnesota municipal corporation located in Washington County, Minnesota, and KEJ Enterprises, Inc. ("Contractor").

WHEREAS, the City needs various maintenance services to be performed for the City.

WHEREAS, Contractor submitted a bid to perform maintenance services for the City, and the City, by motion of the City Council on February 14, 2012, has accepted Contractor's bid;

WHEREAS, the Parties desire to formalize their relationship by execution of an agreement;

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

1. Parties. The Parties to this Agreement shall be the City of Birchwood Village ("City") and KEJ Enterprises, Inc. ("Contractor").

2. Term. This contract shall commence as of March 1, 2012 and continue for a period of one year. The Parties hereto may agree to extend and renew this Contract thereafter as mutually agreed upon by them.

3. Services to be Performed by Contractor and Rates. Contractor shall perform the following services as necessary, upon the request of the City, and at the following rates:

Service	Rate
Emergency tree removal	\$45.00/hour (city to pay disposal fees)
General road repairs (patching potholes, etc.):	\$45.00/hour plus added \$25.00/hour if more than one worker needed
Labor for Sign repair/replacement	\$45.00/hour
Street sweeping	\$1,935.00 for spring 2012 sweep, and \$1,935.00 for fall sweep. Additional mid-year sweeping at \$130.00/hour. Prices include hauling/disposal of debris.
Mowing Tighe-Schmitz Park/fields every week , and mowing Wildwood park, City Hall, tennis court area, and Birch, Elm, Kay, Dellwood, and Ash public lake tracts every other week , from 4/15/12 to 11/15/12	\$4,900.00 payable in 7 monthly installments of \$700.00, commencing May 1, 2012 and continuing through November 1, 2012.
Other general maintenance or repairs, including weed control, tree trimming, etc.	\$45.00/hour

Unless otherwise agreed, City shall purchase and pay for building materials to be utilized by Contractor, including, for example: asphalt for road repairs, signs, sign posts, sign hardware, etc.. The Contractor shall notify the City of completion of the services. Notice can be given orally or in writing.

4. Invoicing and Payment. The City shall pay the Contractor the above agreed rates for performance of the services specified in this contract. Contractor shall invoice its services to the City on a monthly basis, and invoices shall provide a detailed itemization of the services performed. The City shall pay Contractor at its next regularly scheduled meeting of the City Council, provided that Contractor submits its invoice at least one (1) week in advance of such meeting.

5. Guarantee. The Contractor guarantees and warrants its work for a period of ninety days from notification to the City of completion.

6. Independent contractor. The Contractor shall be deemed an independent contractor for purposes of all services to be provided under this Contract. Unless otherwise agreed by the parties, Contractor shall provide its own tools, equipment, as well as its manner and method of performing its services. Contractor shall not be considered an employee of the City for any purpose, 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:

To the City:	To the Contractor:
City of Birchwood Village 207 Birchwood Avenue Birchwood, Minnesota 55110	KEJ Enterprises, Inc. 611 Florence Avenue Mahtomedi, MN 55115

8. Insurance. The Contractor shall maintain appropriate insurance coverage to cover its activities at all times while this Contract is in effect, in at least the following amounts:

- General liability: \$500,000/\$1,500,000
- Property: \$1,000,000
- Auto liability: \$500,000/\$1,500,000
- Worker's Comp: Per Statute

Contractor shall provide the City with a certificate of insurance to demonstrate the required coverage. Contractor shall have City named as an additional insured on all policies, and shall provide at least 30 days notice to City before amending or terminating any insurance coverage.

9. **Indemnity.** The Contractor agrees to indemnify and 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 shall not transfer or subcontract its obligations under this Contract without notice to and approval of the City.

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. Violation of this provision is considered to be a misdemeanor, and if violated, will permit the City to cancel this Contract. This paragraph is included in this Contract to comply with provisions of Minnesota Statutes section 181.59.

12. **Costs and Attorneys Fees.** The prevailing party in any dispute arising out of this Contract shall be entitled to reimbursement of its costs and attorneys' fees in asserting or defending its rights hereunder against the nonprevailing party.

13. **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.

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

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed this 26th day of MARCH, 2012.

CITY OF BIRCHWOOD VILLAGE

By: Alan Mitchell
Alan Mitchell, Mayor

Dated: 3-13-12

By: Dale Powers
Dale Powers, Clerk

Dated: 3-13-12

CONTRACTOR: KEJ ENTERPRISES, INC.

By: Ken Johnson
Ken Johnson, CEO

Dated: 3/26/12

**CONTRACT FOR SNOWPLOWING AND REMOVAL SERVICES WITHIN
THE CITY OF BIRCHWOOD VILLAGE**

This Contract, made and entered into this 10TH day of OCTOBER, 2012, by and between KEJ ENTERPRISES, INC., a business corporation organized under the laws of the state of Minnesota with offices at 611 Florence Avenue, Mahtomedi, Minnesota, 55115 and the CITY OF BIRCHWOOD VILLAGE, a Minnesota municipal corporation, with offices at 207 Birchwood Avenue, Birchwood, MN 55110.

WHEREAS, the City of Birchwood Village needs to provide its residents with service to plow the city streets in the wintertime and spread salt/sand as necessary; and

WHEREAS, the City of Birchwood Village advertised for bids for its snow removal services, and KEJ Enterprises, Inc. was the lowest responsible bidder; and

WHEREAS, KEJ Enterprises, Inc., has provided snow removal and salting/sanding services in the past for the City and is willing to continue to provide such services as specified in this Contract; and

WHEREAS, KEJ's proposal offered a 10% discount if the City agreed to a two-year contract; and

WHEREAS, the City desires to enter into a two-year contract with KEJ to benefit from KEJ's offered 10% discount; and

WHEREAS, the Parties desire to formalize their relationship by execution of this Contract;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES, as follows:

1. Parties. The Parties to this Contract are KEJ Enterprises, Inc. (hereinafter referred to as KEJ or the Contractor), and the City of Birchwood Village (hereinafter referred to as the City).

2. Recitals. The above recitals are hereby incorporated into this Agreement by reference.

3. Term. The term of this Contract shall be from the day of execution until April 30, 2014. This Contract may be extended after expiration of the initial term upon mutual agreement of the Parties.

4. Snow Removal Service Provisions and Schedule.

4.1. Snow Removal on All Streets. KEJ shall provide snow removal on all public streets, roadways, and alleys within the City following each snowfall of two inches (2") or more. Such services shall be provided on a prompt basis, and in any event, removal of snow shall be completed no more than 24 hours after the end of a qualifying snowfall event.

4.2. Salting/Sanding. KEJ shall apply an appropriate mixture of salt and sand to all public streets, roadways and alleys that are icy, have compacted snow that is difficult to

remove, or are otherwise slippery, paying particular attention to intersections, hills, curves and other areas that may result in additional danger when slippery. KEJ shall also apply a preventative application of salt/sand in such areas as appropriate if icy or slippery conditions are anticipated or reasonably expected.

4.3. City Facilities. KEJ shall provide service as necessary for the removal of snow from, and salting/sanding of, the parking lots and driveways of City Hall and the Tighe-Schmitz park skating rink. KEJ shall also provide services for snow removal and/or sanding/salting of other City-owned or leased facilities as may be requested by the City from time to time.

4.4. Routes. KEJ shall provide the City with a description of its normal routes for snow removal in the City. The City reserves the right to request alternate routing to minimize traffic concerns or other concerns during snow removal. KEJ may contact the City at any time to determine areas of construction or activity that may interfere with the normal route. KEJ shall bear the costs of any route changes and no additional compensation will be made for alternate routes or solutions.

4.5. Direction. All snow removal operations, including the location and timing of disposal of snow, will be scheduled and directed by the City Clerk or Mayor.

4.6. Rates. KEJ shall provide its services at the following rates:

- 4.6.1. 1992 Ford L-8000 Dump w/ 12 foot plow/8 foot wing/sander: **\$76.50/hour;**
- 4.6.2. 2003 Ford F-250 w/ 9 foot plow: **\$58.50/hour;**
- 4.6.3. 2003 Ford F-250 w/ 7 foot snowblower: **\$67.50/hour;**
- 4.6.4. CAT 920 Loader: **\$81.00/hour.**

These costs shall be the total costs charged to the City and shall include all costs of operation, maintenance, labor, fuel, overhead, profit, insurance, and any other cost incurred by KEJ in performing services under this contract.

4.7. Efficient Performance. Given the variable rates that KEJ charges for its different equipment, KEJ shall provide its services and utilize its equipment in a manner that is the most efficient and cost effective available, such that the hourly charges to the City are minimized.

5. Performance Standards and Operation

5.1. Vehicles. All vehicles utilized by KEJ shall be kept in good working order, and shall not be allowed to stand in any street, parking lot, alley or other place longer than is reasonably necessary to provide the services herein. KEJ shall be responsible to keep all vehicles used for services in Birchwood marked uniformly with KEJ's name prominently displayed in letters of contrasting color one each side of each vehicle. All equipment shall meet all Federal, State, County, DOT, and Municipal regulations concerning snow removal vehicles used on public roads. Each vehicle shall be equipped with:

- All Occupational Safety and Health Act (OSHA) requirements regarding warning devices, including a revolving or flashing amber light.
- Trucks hauling snow shall have side boards no higher than nine (9) feet.
- A fire extinguisher.

5.2. Equipment Damage. KEJ shall be responsible for safekeeping of its equipment, including, but not limited to, fire damage, theft and graffiti to the equipment. This provision shall in no way limit KEJ's right or ability to seek repayment for damages caused to its equipment from persons, other than the City, who are responsible for the damages.

5.5 Customer Notice. KEJ shall be responsible for advising and monitoring individual residents of Birchwood regarding their duty to safeguard KEJ's equipment from damage.

5.6. Employee Safety. KEJ shall provide and maintain all safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare .

5.7. Applicable Regulations. KEJ shall comply with all applicable ordinances of the City and with all laws and rules of Washington County, the State of Minnesota and its agencies relating to the removal of snow and ice, and application of sand and salt.

5.8. Licenses. KEJ shall maintain at all times all licenses required by state, county, and local government for the services, including proper licensing for all drivers/operators employed or contracted by KEJ. The City reserves the right to verify the licensing information of KEJ and its operators at any time during the duration of the Agreement, and any operator who fails to provide proof of licensing is subject to disqualification, and the City reserves the right to terminate this Agreement based upon such failure.

5.9. Call-outs and Complaints. KEJ shall establish and maintain an office with supervision and a telephone number for requesting call-outs and accepting complaints and other calls. The address and telephone number of such office shall be provided to the City, and KEJ shall promptly notify the City in writing of any changes in either. KEJ shall respond to all calls and complaints promptly and courteously. KEJ shall maintain a written record of all complaints received and the action taken in response. KEJ shall provide the City with a copy of its written record of complaints upon request of the City.

6. Contact Person. It is expected that the City's primary contact with KEJ shall occur via its president, Ken Johnson. In the event Ken Johnson is known or expected to be unavailable to accept communications from the City or its residents, then KEJ shall provide an alternative contact person's name and phone number for such purposes.

7. Damage to Pavement/Property. The City recognizes the difficulty of ensuring that the pavement or driving surface on City streets and roads remains undamaged as a result of KEJ's services. Therefore, the City agrees that the City will be responsible for any damage to its pavement, curbing or other driving surfaces resulting from KEJ's vehicles providing service within Birchwood, so long as KEJ acts with reasonable and customary care for such services. KEJ

warrants that its vehicles, when fully loaded, shall not exceed nine (9) tons, and that its plows and implements will be maintained in good and serviceable condition so as to avoid damage to the City's streets. KEJ shall be responsible for damage caused to pavement, curbing, or other driving surfaces caused by the negligent or careless driving or other misconduct of KEJ besides the mere customary use of its vehicles, or damage due to defects in KEJ's equipment. KEJ shall be responsible for all damage to other City property such as buildings, posts, signs, fences, hydrants, water lines, sewer lines, storm sewers, manholes, lift stations, or other City infrastructure, as well as damage to lawns, mailboxes, driveways, or other property owned by City residents, caused by the negligent or careless driving or other misconduct of KEJ.

8. Invoicing and Payment.

8.1. Invoicing. KEJ shall invoice the City for its services on a monthly basis. KEJ's invoices shall be itemized and provide reasonable detail so as to allow the City to review the services provided and time expended by KEJ.

8.2. Payments. The City Council shall review and approve KEJ's invoice at its next regularly scheduled City Council meeting following receipt of the invoice, provided that KEJ's invoice is received at least one (1) week in advance of the date of the City Council meeting (the City Council generally meets on the Second Tuesday of each month). After approval of KEJ's invoice by the City Council, the City shall pay such invoice within five (5) business days.

9. Independent contractor. KEJ and its employees, agents or subcontractors shall be deemed an independent contractor for purposes of all services to be provided under this Contract. Nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. Unless otherwise agreed by the parties, KEJ shall provide its own tools and equipment and shall select its own manner and method of performing its services. KEJ and its employees, agents or subcontractors shall not be considered an employee of the City for any purpose, and shall waive, release, and not be entitled to any of the benefits usually accorded regular City employees, including but not limited to severance pay, health insurance benefits, PERA, unemployment benefits, retirement credits, worker's compensation coverage, or any other rights or benefits that accrue to present City employees.

10. Notice to parties. Notices required to be provided pursuant to this Contract shall be given by United States Mail to the following addresses, by personal service, or fax, or by e-mail if the parties agree:

To the City:	To KEJ:
City of Birchwood Village 207 Birchwood Avenue Birchwood, Minnesota 55110 Phone: 651-426-3403 Fax: 651-426-7747 Birchwoodvillage@comcast.net	KEJ Enterprises, Inc. 611 Florence Avenue Mahtomedi, MN 55115 Gen Phone: 651-779-7777 Ken Phone: 651-775-0843 Email: ken.johnson8@comcast.net

11. Insurance. KEJ shall maintain appropriate insurance coverage to cover its activities at all times while this Contract is in effect, in at least the following amounts:

- General liability: \$2,000,000/\$2,000,000
- Property: \$2,000,000/\$2,000,000
- Auto liability: \$2,000,000/\$2,000,000
- Worker's Comp: Per Statute or \$500,000 per injury, whichever is greater

Upon request by the City at any time before or during the duration of this Agreement, KEJ shall provide the City with a certificate of insurance to demonstrate the required coverage. KEJ shall name the City as an additional insured on all such policies of insurance. Any lapse of insurance coverage shall be cause for the City to immediately terminate the Contract. All policies evidencing insurance required by this paragraph shall insure the city and KEJ for any act or omission, including negligence of KEJ or of KEJ's employees or agents, in connection with the performance of the services herein, including claims arising out of the use of or operation of any vehicles used by KEJ or KEJ's employees or agents in performing the services.

12. Indemnity. KEJ agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of KEJ or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence of KEJ or KEJ's employees or agents, in connection with KEJ's performance. KEJ agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

13. Transfer of Rights and Obligations. KEJ shall not assign, transfer, or subcontract its obligations under this Contract without notice to and approval of the City. Any attempt to assign or transfer or subcontract this Contract in whole or in part without prior approval of the City shall be grounds for immediate termination of the Contract.

14. Nondiscrimination. KEJ 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 § 181.59. Violation of this statute is a misdemeanor, and if violated, will permit the City to cancel this Contract.

15. Costs and Attorneys Fees. The prevailing party in any dispute arising out of this Contract shall be entitled to reimbursement of its costs and attorneys' fees in asserting or defending its rights hereunder against the nonprevailing party.

16. Merger, Amendment & Savings Clause. It is understood and agreed that the entire Contract between the parties is contained herein and that this Contract supersedes all oral agreements, negotiations, and past practices between the parties relating to the subject matter. This Contract may be amended at any time by mutual agreement of the City and KEJ. Any amendments shall be in writing to be effective. If any section of this Contract is found to be invalid or not enforceable, the remainder of the Contract shall remain in force and binding.

17. Termination. This Contract shall terminate upon the expiration of the term as provided in Paragraph 3. Upon termination of the Contract, the relationship shall end, except for the damage obligations of the parties under Paragraph 7, the indemnity obligations of KEJ under paragraph 12, and Data Practices obligations under Paragraph 19. If KEJ fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless KEJ's default is promptly remedied, the City may, upon written notice, immediately cancel this Contract in its entirety.

18. Firearms. Unless specifically required by the terms of this contract, neither KEJ nor its employees, agents, or subcontractors shall carry or possess a firearm within the City limits. Violation of this provision shall be considered a substantial breach of the Contract. Violation of this provision is grounds for immediate suspension or termination of this contract.

19. Data Practices & Record Retention. All data collected, created, received, maintained, or disseminated for any purposes by the activities of KEJ because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. KEJ agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of KEJ and invoice transactions relating to this Contract. KEJ agrees to maintain these records for a period of three (3) years from the date of termination of this Contract.

20. Governing Law. The laws of Minnesota shall govern the interpretation and enforcement of this Contract. The parties consent to the jurisdiction and venue of the Washington County District Court for all disputes arising hereunder.

[signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the dates set forth below.

CITY OF BIRCHWOOD VILLAGE

By: Alan Mitchell
Alan Mitchell, Mayor

Dated: Sept. 20, 2012

By: Dale Powers
Dale Powers, Clerk

Dated: 9-20-12

KEJ ENTERPRISES, INC.

By: Ken Johnson
Ken Johnson, President

Dated: 10/10/12

Merger complete

Longtime counseling center under new management

by Debra Neutkens

Regional Editor

WHITE BEAR LAKE — The i's are dotted and the t's are crossed. The merger of the White Bear Community Counseling Center and Northwest Youth & Family Services of Shoreview is a done deal.

The sign along North Birch Lake Boulevard will be replaced, but not its services and not the people. Especially not Julie Williams, who served as director of the center for 31 years, nurturing its programs and fretting over funding.

The merger idea percolated about two years ago when cutbacks in funding and private contributions placed the center's future in jeopardy. "It became clear in 2010 the center needed to fundraise privately and to do that effectively it needed to be a private, nonprofit agency," Williams said. Northwest Youth & Family Services (NYFS) was a logical fit with its similar staff and similar programs. The two organizations have worked cooperatively for 30 years.

Williams isn't sure what her title will be under the new entity but her part-time role will likely involve networking and raising visibility. She called the last day of the center's existence (June 30) a "weird" one.

Merger/see page 7

Merger

Continued from page 1

"One outfit is shutting us down; another is turning us on," said Williams, who retired as a public employee to make the move.

Established in 1971, the city-owned counseling center started as a diversion program for juvenile offenders and later added mental health and senior chore services. The arrangement with the city was unique for a counseling center; in fact, Williams believes it was the only one like it in the state.

NYFS President and CEO Jerry Hromatka expects little to change under the new management since the two organizations have similar missions, cultures and finances.

"NYFS has always been an organization that partners with the communities it serves," Hromatka said. "We are looking forward to working with these new communities to make sure their residents get the services they need."

The facility will stay at 1280 N. Birch Lake Blvd. near the border of White Bear Lake and White Bear Township and will probably be called NYFS's White Bear location.

NYFS provides juvenile, mental health and senior chore programs to more than 4,000 youth and adults in nine north suburban communities and eight north metro school districts. Its annual budget is about \$4 million with a staff of 56 full-time and 20 part-time employees compared to the counseling center's \$600,000 budget and five employees.

Williams said the merger will allow counselors to focus on clientele and services rather than money. "We won't be worrying about staying open but on stabilizing services," she noted.

White Bear City Manager Mark Sather has said the city would like to continue operating the center, but recent cuts in federal, state and local funding made it tough. "Unfortunately, it's one of the areas that has been hit hard," he said.

Five communities, White Bear, White Bear Township, Vadnais Heights, Mahtomedi, and Birchwood,



Williams

contributed \$200,000 in tax revenue to the center, with White Bear assuming the lion's share, or about half that amount. The funding will be phased down over a five-year period until it's equivalent to what other cities in the NYFS "catchment area" pay. That amount, according to Sather, will be around \$35,000.

Hugo contributes \$5,000 to \$6,000 annually. Dellwood and Willernie dropped out of the contract, as did Washington County. Ramsey County funding is currently \$41,250. The state has allocated \$41,000 for 2012 and 2013.

Williams plans to remain involved with the fundraising aspect of a nonprofit's existence, although she admits when the process started she didn't know if she'd have a role.

What people may not know about Williams is she is a Shoreview resident and a longtime member of the city's Human Rights Commission. She plays clarinet in the Northern Lights Community Band. She also is master of ceremonies for the band and anyone who listened to them at West Park in White Bear Lake the Fourth of July heard Williams' distinctive voice on the microphone.

The city will still own the building and equipment on Birch Lake Boulevard and lease it to NYFS. A new board of directors will be named that includes a member of each supporting community. The location is a good one, Williams said. It offers a private setting that she feels offers a calming effect. "People can park here without the feeling neighbors are watching," she said.

In its 40-year existence, the center has served 19,000 people from the White Bear area, Williams noted. "That is an unduplicated number so even though one person may have come more than once, they always had the same case number. I thought that was pretty good."

Of all the services, the youth diversion program is probably what the community knows best, she added. "Over the years I got behind it because the cost is \$500 per kid compared to \$65,000 per year to house one criminal in prison. Once a juvenile has been through our program, there is only a 10 to 15 percent chance they will reoffend. My affection for it could be summed up as 'it works.' I know it works."

SERVICES PROVIDED AT NORTHWEST YOUTH & FAMILY SERVICES, SHOREVEIW

Youth Diversion Services – Services provided to juvenile offenders in lieu of a court appearance. Includes assessment, contract setting and contract monitoring, awareness classes.

Outpatient Mental Health Services

Individual and family therapy are provided to children, adolescents, and adults. Sliding fees are available to clients, from supporting communities, who are uninsured and/or low income.

Group Therapy - Groups are held when populations exist with similar problems. Most recent group: Adolescent boys who have problems with aggression and temper control.

STAR Program – School-linked, intensive mental health program for children in grades K through 12, for children with both mental health and school issues. Many of these children are seen for therapy in their school setting.

ITS (Intensive Therapeutic Services) Program - Special program for children and adolescents who have a serious emotional disorder, and are in danger of being placed in an out-of-home facility. Clients must be referred by their county case manager, and therapy is usually delivered in-home.

Psychiatry Services - Psychiatric consultation and medication management are provided to children and adolescents.

SERVICES PROVIDED AT WHITE BEAR LAKE AREA COMMUNITY COUNSELING CENTER

Youth Diversion Services – Services provided to juvenile offenders in lieu of a court appearance. Includes assessment, contract setting and contract monitoring, awareness classes. (Very similar program.)

Outpatient Mental Health Services

Individual and family therapy are provided to children, adolescents, and adults. Sliding fees are available to clients, from supporting communities, who are uninsured and/or low income. (Very similar program.)

Group Therapy - Groups are held when populations exist with similar problems. Most recent group: Seniors with co-occurring mental health and physical health challenges.

IMHS Program – School-linked, intensive mental health program for children in grades K through 12, for children with both mental health and school issues. Many of these children are seen for therapy in their school setting. (Very similar program.)

ITS (Intensive Therapeutic Services) Program - Special program for children and adolescents who have a serious emotional disorder, and are in danger of being placed in an out-of-home facility. Clients must be referred by their county case manager, and therapy is usually delivered in-home. (Very similar program.)

Psychiatry Services - Psychiatric consultation and medication management are provided to adults.

Senior Chore Services

Seniors in need of yard or home services are provided with assistance. Volunteer adult and youth groups provide seasonal yard clean-up services. In-home chores and regular yard services are provided by youth and adult workers, who are paid directly by the senior citizens. For low income seniors, wages to the workers may be subsidized by NYFS. Referrals are also made to local service providers.

Youth Development Services

No similar program.

Mentoring Plus – Mentoring program that pairs adult mentors with youth age 7 to 16, who have a mental health diagnosis and are in need of an adult who can provide support and encouragement. Clients must be referred by their county case manager.

Discovery Initiative – After-school program that links middle or high school aged youth, who are not meaningfully connected to their school or their community, with youth coaches. The youth coach encourages academic achievement and the reduction of risky behaviors, by building upon the youth's interests and skills, connecting the youth to jobs, encouraging future educational goals, and helping with the development of technical skills.

Senior Chore Services

Seniors in need of yard or home services are provided with assistance. Volunteer adult and youth groups provide seasonal yard clean-up services. In-home chores and regular yard services are provided by adult volunteers. Seniors pay the Counseling Center sliding fees for the services received.

Youth Development Services

Music Mentoring Program – A program that pairs 9 and 10 year olds from low income families with a mentor from the Shoreview Northern Lights Variety Band. The mentors teach the children to play wind instruments, so that they can participate in their school bands. Instruments are donated. Program is currently on hold due to lack of a coordinator.

No similar program.

No similar program.

Summer Camps – Low-income youth are provided critical life and social skills through supervised camp experiences, held at their place of residence.

No similar program.

STEP Program – A tutoring program for middle school youth who are not at full academic potential and may be struggling socially. Besides tutoring the youth, the program encourages participation in service opportunities in the community and establishing goals for college or other post-secondary educational pursuits.

No similar program.

Career Development for Youth – An employment coordinator helps youth investigate career options and create educational and lifestyle goals that will lead to enhanced employability. Employment seminars are also provided five times per year, in which youth learn to write resumes and seek employment. Role playing exercises are used to practice job interviewing skills.

No similar program.

Day Treatment for Middle School and High School Students

NETS – A day treatment and educational facility for middle school and high school students, with serious emotional disturbances, who cannot currently function in a regular classroom. Therapy is provided by NYFS therapists assigned to the school. Educational activities are provided by teachers from the Mounds View School District. This is a Level 5 facility, requiring a referral from the youth's school district. White Bear Lake Public Schools participate in this program.

No similar program, but NETS is already available to White Bear Lake area students.

STATISTICS USED TO COMPUTE 2012 FUNDING FORMULA

2010 U. S. Census Data (From Metropolitan Council, July, 2011)

<u>CITY</u>	<u>POPULATION</u>	<u>% OF WHOLE</u>	<u>% CHANGE FROM '11 FORMULA</u>
White Bear Lake	23,797 *	42.81% **	+ .6%
Vadnais Heights	12,302	22.13%	- .2%
Town of White Bear	10,949	19.69%	- .3%
Mahtomedi	7,676	13.81%	- .1%
Birchwood Village	<u>870</u>	<u>1.56%</u>	<- .1%
TOTALS	55,594	100.00%	

* White Bear Lake figure includes Ramsey County figure (23,394) and Washington County figure (403).

** Rounded up .01% to create 100.00% total.

Average Usage in Client Contacts (2008-2010) By City

<u>CITY</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>TOTAL</u>	<u>AVE-RAGE</u>	<u>% OF WHOLE</u>	<u>% CHANGE FROM '11 FORMULA</u>
White Bear Lake ↑	1,896	1,892	1,716	5,504	1,835	56.08%	+1.7%
Vadnais Heights ↓	468	497	472	1,437	479	14.64%	- .3%
Town of White Bear ↑	642	845	815	2,302	767	23.44%	- .7%
Mahtomedi ↓	210	192	101	503	168	5.14% *	- .7%
Birchwood Village ↓	8	36	26	70	23	.70%	<- .1%
TOTALS	3,224	3,462	3,130	9,816	3,272	100.00%	

* Rounded up .01% to create 100.00% total.

2011 Total Request = \$224,706

\$224,706 x 1.00 (0% Increase) = \$224,706 (2012 Request)

Total Increase for 2012 = \$0 (0%)

FUNDING REQUESTS FOR CALENDAR YEAR 2012

POPULATION @ 30% USAGE @ 70%

(OVERALL INCREASE OF 0% or \$0)

<u>COMMUNITY</u>	<u>FAIR SHARE % (FROM BELOW)</u>	<u>FAIR SHARE \$ AMOUNT</u>	<u>\$ AMOUNT INCREASE</u>	<u>% OF INCREASE (0% Overall)</u>
White Bear Lake	52.09%	\$117,050 *	+\$3,079	+2.7%
Vadnais Heights	16.89%	\$37,953	-\$607	-1.6%
Town of White Bear	22.32%	\$50,154	-\$1,236	-2.4%
Mahtomedi	7.74%	\$17,392	-\$1,146	-6.2%
Birchwood Village	.96%	\$2,157	-\$90	-4.0%
TOTALS	100.00%	\$224,706	\$0	

* Cash and in-kind contributions. Rounded up \$1.00 to create correct total.

POPULATION AND USAGE FACTORING

<u>COMMUNITY</u>	<u>(30% of POPULATION %)</u>	+	<u>(70% of USAGE %)</u>	=	<u>TOTAL %</u>
White Bear Lake	12.84%	+	39.25% *	=	52.09%
Vadnais Heights	6.64%	+	10.25%	=	16.89%
Town of White Bear	5.91%	+	16.41%	=	22.32%
Mahtomedi	4.14%	+	3.60%	=	7.74%
Birchwood Village	.47%	+	.49%	=	.96%
TOTAL PERCENTAGES	30.00%	+	70.00%	=	100.00%

* Rounded down .01% to create 70.00% total.

**FUNDING REQUESTS @ 90%
FOR CALENDAR YEAR 2012**

POPULATION @ 30% USAGE @ 70%

(OVERALL DECREASE OF 10% OR \$22,471)

COMMUNITY	FAIR SHARE AMOUNT FOR 2011	2011 AMOUNT @ 90%	FAIR SHARE AMOUNT FOR 2012	2012 AMOUNT @ 90%
White Bear Lake	\$113,971*	\$102,574*	\$117,050*	\$105,345*
Vadnais Heights	\$38,560	\$34,704	\$37,953	\$34,158
Town of White Bear	\$51,390	\$46,251	\$50,154	\$45,138**
Mahtomedi	\$18,538	\$16,684	\$17,392	\$15,653
Birchwood Village	\$2,247	\$2,022	\$2,157	\$1,941
TOTALS	\$224,706	\$202,235	\$224,706	\$202,235

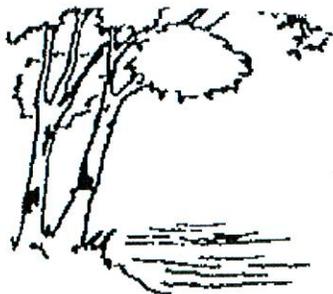
*Cash and in-kind contributions.

**Rounded down \$1.00 to create correct total.

Birchwood

City Participation Figures (estimation)

<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
3,416	3,416	2,022	1,941	1,813	1,685	1,557	1,429



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

MEMORANDUM

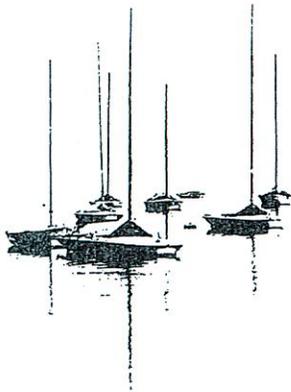
DATE: March 5, 2013
TO: Honorable Mayor and City Council
FROM: Dale Powers, City Coordinator
RE: 2013 Fire Service Contract with the City of White Bear Lake

=====

During the course of reviewed the various municipal contracts for service, I discovered that it did not have an updated fire service contract. I contacted White Bear Lake Finance Director Don Rambow, who indicated that a copy of the contract was sent out in early December; my recollection is that we only received an addendum indicating the dollar amount of the service for 2013.

In any event, the City now has a copy of the proposed fire service contract. In it, I discovered that the existing contract expired 1/1/13. I'll take responsibility for failing to notice the differences between the contract language for fire (with a hard expiration date) and police (which is a rolling contract with a notice provision).

Both the former contract and the proposed contract are five years in length, with a 2-year "opt out" provision. City Attorney Kevin Sandstrom advises me that since the contract has not yet been agreed upon by the Birchwood City Council, if it so desires it could negotiate for a shorter "opt out" provision - or negotiate any other aspect of the agreement, without being subject to the 2-year "opt out".



City of White Bear Lake

4701 Highway 61 • White Bear Lake, Minnesota 55110
TDD (651) 429-8511 • Fax (651) 429-8500
Phone (651) 429-8526

RECEIVED
FEB 26 2013
BY: _____

December 3, 2012

City of Birchwood Village
ATTN: Dale Powers
207 Birchwood Avenue
Birchwood, MN 55110

Dear Dale:

Enclosed are two copies of the 2013 Fire Service contract and contract addendum. The contract language is consistent with our long standing agreement. You should have received detail information earlier from the City's 2013 budget which supported the calculations. The final 2013 contract amount reflects budget adjustments between preliminary estimates and final estimates.

The 2013 contract represents a \$1,265 decrease from 2012. Due cost containment and a shifting of tax capacity valuation, Birchwood's share of the 2013 contract amount is actually \$1,815 less than the amount Birchwood was assessed in 2010.

Please sign copies of the contracts and addendum and return one copy of each contract and a copy of the addendum to me. The second copy is for your records.

Please call me at 429-8517 if you have any questions.

Sincerely,

Don Rambow
Finance Director

Enclosures

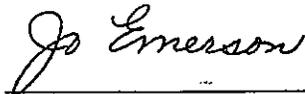
2013 ADDENDUM

Service charges for the year 2013 as determined from Section 6 of the contract, for the City of Birchwood Village shall be:

\$ 20,052

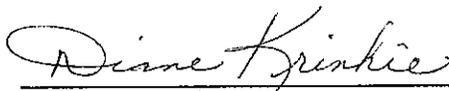
Fire Services

CITY OF WHITE BEAR LAKE



Jo Emerson, Mayor

Attest:



Diane Krinkie, City Clerk

CITY OF BIRCHWOOD VILLAGE

It's Mayor

Attest:

It's Clerk

Dated: _____

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this 1st day of January, 2013, by and between the City of White Bear Lake, County of Ramsey, State of Minnesota (hereinafter referred to as the "City"), and the City of Birchwood Village, County of Washington, State of Minnesota (hereinafter referred to as the "Contracting Jurisdiction").

WHEREAS, the City presently operates and maintains fire fighting and rescue services, with full-time dispatching or call service, and

WHEREAS, the Contracting Jurisdiction does not itself operate or maintain this service and is desirous of contracting for such with the City,

WITNESSETH

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

1. **PROVISION OF SERVICES.** The City will furnish fire fighting or rescue services together with dispatching or call service to the residents and properties in Contracting Jurisdiction for the compensation and on conditions hereinafter set forth.
2. **OBLIGATIONS AND CONDITIONS.** The City will make reasonable efforts to respond to all contract calls from the Contracting Jurisdiction, whenever notified, but subject to the following conditions and limitations:
 - A. The City will not be required to furnish any services unless the road and weather conditions are such that any fire or rescue response to a contract call can be made with reasonable safety to personnel and equipment. The judgment of the City Fire Chief, or other officer in charge at the time of the contract call, that a response cannot be made with reasonable safety to personnel and equipment shall be final and conclusive.
 - B. In the event all of the City's equipment is being used at the time a contract call is received, or is otherwise needed for local service, or in the event the City has received a prior contract call, or receives simultaneous contract calls, the Fire Chief or other officer in charge at the time of the contract call shall have complete discretion in deciding how to respond to the contract call(s), including the order of response.

CONTRACT FOR SERVICES

3. **INDEMNIFICATION.** The Contracting Jurisdiction will indemnify and hold the City harmless against all claims or causes of action resulting from any action by the contracting jurisdiction under this Agreement. The City shall not be liable in any way to the Contracting Jurisdiction for loss or damage of any kind resulting from the failure of the City to respond to a fire or rescue call, or the failure of the City's dispatching or call service, whether such loss or damage is caused by the negligence of the officers, agents, or employees or the City, its Fire Department, or other department.
4. **AUTHORITY AT THE SERVICE SITE.** The officer in charge will have complete authority for direction and control over the immediate area of the service scene. This includes, but is not limited to, investigation of the cause of the fire and/or injury and the authority to direct the demolition of any building which is deemed to be unsafe by reason of fire damage or threat of fire damage. If it is determined that an unsafe building needs to be demolished, Contracting Jurisdiction will be responsible for any reasonable costs incurred under the direction of the City. Contracting Jurisdiction will consult with the City regarding all burning and fireworks display permits that it is considering.
5. **OBLIGATIONS OF THE CONTRACTING JURISDICTION.** The Contracting Jurisdiction will provide the City with a street map showing the area to receive services under this Agreement. The Contracting Jurisdiction will further furnish the City with a map or diagram showing the location and street addresses of fire hydrants, water mains, and buildings within the area to receive services.
6. **CHARGE FOR SERVICES.** The City will furnish services to the Contracting Jurisdiction for annual consideration as determined by using the following information. The amount due is payable in four equal installments on the first day of January, April, July, and October of each year or by twelve equal installments on the first day of each month of the contract year.

Projected yearly cost of fire and rescue services as budgeted by the City.

Cost of buildings depreciated (straight line) over the asset's useful life.

Cost of vehicles depreciated (straight line) over the asset's useful life.

Cost of equipment depreciated (straight line) over the asset's useful life.

Surcharge for administrative costs one to five (1-5%) percent.

Provide an adjustment (debit or credit) for prior year's actual charges.

CONTRACT FOR SERVICES

Contracting Jurisdiction's percentage of tax capacity valuation out of the total served by fire services of White Bear Lake (Dellwood, Birchwood Village, Gem Lake, White Bear Township and White Bear Lake.)

Contracting Jurisdiction's percentage of population out of the total area served by fire services of White Bear Lake.

The City will give to the Contracting Jurisdiction, on or before November 1st of each year, the costs budgeted for the following year and the most recent figures for tax capacity valuation and population.

7. **TERM.** The term of this Agreement shall be five (5) years, commencing January 1, 2013, and shall renew automatically, unless terminated by the Contracting Jurisdiction or the City by giving at least two (2) years written notice.

8. **DEFAULT AND TERMINATION.** The City may, at its option, terminate this Agreement in the event of default by the Contracting Jurisdiction by giving written notice to Contracting Jurisdiction. Termination will be effective 60 days from receipt of written notice. Upon termination, the City shall have no further obligation to provide services, but the City is entitled to charge the Contracting Jurisdiction for any unpaid services provided prior to termination, and for any services provided after termination at the request of the Contracting Jurisdiction, based on the formula set forth in Article 6 above. The Contracting Jurisdiction shall pay all costs and disbursements, including attorneys' fees, incurred by or on behalf of the City in the enforcement of the provisions of this Agreement resulting from any failure by the Contracting Jurisdiction to perform any of the terms and conditions of this Agreement. At any time, and for any reason, either party may cancel this Agreement upon two (2) years written notice, and such cancellation shall not affect the liability of the Contracting Jurisdiction to pay for services rendered by the City prior to cancellation, or the obligation of the City to provide the Contracting Jurisdiction with services paid for prior to cancellation.

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

CITY OF WHITE BEAR LAKE

CITY OF BIRCHWOOD VILLAGE

By Jo Emerson
Mayor

By _____
Mayor

Attest:

Attest:

By Deane Kriskie
City Clerk

By _____
City Clerk

**CITY OF
BIRCHWOOD VILLAGE**

REQUEST FOR INFORMATION

FOR

COMPREHENSIVE WATER SYSTEM MANAGEMENT SERVICES

March 2013

**207 Birchwood Avenue
Birchwood Village, MN 55110**

bwclerk@comcast.net

REQUEST FOR INFORMATION/WATER OPERATOR

PURPOSE

The City of Birchwood Village (hereinafter referred to as “the City”) is requesting information from service providers for the operation of a comprehensive water management program for the municipality.

OBJECTIVE OF THIS RFI

The objective of this request is to identify parties who can perform some or all of the tasks and services set forth below. The term of any resulting contract is anticipated to be for one year from the date of contract execution, with possible options for annual extensions.

This request does not obligate the City to award a contract or complete the RFI process, and the City reserves the right to cancel this solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFI will be borne by the responder.

FORMAT

The RFI can be a simple letter on the company letterhead stating what services they can provide and the estimated costs to perform the services for the remainder of year 2013 – with renewal in 2014 Q2.

BACKGROUND

The City of White Bear Lake provides the water supply to the City at a single connection point.

The City of Saint Anthony provides the quarterly water utility billing to the residents. They also provide the recordkeeping that compares the water billed to volume pumped, with any significant excess of volume of water pumped over the amount of volume billed. They will identify to City staff when amount is greater than 10% along with any indications as to the cause. City Staff will then contact service providers for additional work.

SERVICES SOUGHT

The services sought under this RFI are as follows:

Water System Management

1. Provide management, testing, and oversight of the water system in accordance with all applicable City, State, and Federal regulations, statutes, and rules including but not limited to the following:
 - a. Minnesota Statutes Chapter 144
 - b. Minnesota Rules Chapter 4720
 - c. 40 CFR 141 and 142
 - d. City Ordinance Section 201
 - e. Minnesota Department of Health requirements
 - f. Department of Homeland Security

REQUEST FOR INFORMATION/WATER OPERATOR

2. Provide a certified Class D water operator in accordance with Minnesota Statutes Section 115.73.

Infrastructure Maintenance

1. Annual flushing of hydrants within the City. Determine approximate volume of water lost to aid in calculation of lost water.
2. Annual operation of the gate valves within the City to ensure they are in working condition.
3. Provide the City with information and recommendations on any suggested improvements and/or repairs.
4. Coordinate water shut-offs to individual properties as directed by the City Coordinator.
5. Necessary calibration of water meter(s) as determined by the City Engineer.
6. Recommend changes to preventive maintenance activities to City Staff and the City Engineer.

Emergency Response

1. Provide two (2) 24-hour telephone numbers of individuals that can respond to an emergency water main break.
2. Complete an on-site determination of the suspected water main break when notified. If the exact location cannot be determined, coordinate the work of a leak detection company to identify the leak location.
3. Coordinate repair of the water main break with Capra's Utilities, Inc. The street should be returned to a level driving surface with suitable material. The City will coordinate bituminous patching.
4. Inform the City Coordinator of any emergency – the City Coordinator may use of the City's Code Red system to notify the citizen.
5. Ensure notification of affected residents and the City.
6. Keep a record of all water main break locations and monitor for trends. Notify the City Council of any recommendations to repair/replace sections of water main that experience a large volume of breaks.

Reporting

Enter all dispatch and maintenance activities into a maintenance management system or MS-Excel spreadsheet – whatever is more convenient for the service provider. This should be sent to City Staff on monthly basis – along with a billing statement.

Additional Items

1. Provide locating services of the water main in response to Gopher State One Call.
2. Late spring turn-on (after frost risk) and late fall turn-off (before frost risk) of the drinking fountains at Tighe-Schmitz and the Bloomquist tennis courts.
3. Drinking fountain maintenance
4. Obtain documentation as to the exact location of any water main services that are exposed during repair, replacement, and/or installation. Provide a copy of the information to the City.

REQUEST FOR INFORMATION/WATER OPERATOR

INSTRUCTIONS TO PROPOSERS

Ten (10) copies of the proposal must be submitted in writing and received (not postmarked) no later than the **close of business on Tuesday, April 2, 2013** at the following location:

Dale Richard Powers, MCMC
City Coordinator
City of Birchwood Village
207 Birchwood Avenue
Birchwood, MN 55110

Questions or comments should be directed to the City Coordinator, Dale Powers at 651-426-3403 or bwclerk@comcast.net. **Responders need to be aware that the City has limited operating hours and any attempts to hand deliver proposals will be subject to the limited operating hours of the City.**

Recap of conversation with Dale
Monday, March 4 , 2013

1. Wi-Fi: It does not seem to be working. Maybe Bill H could take a look. We need to have wi-fi working at city hall. At the next city council meeting, I suggest we ask Bill to take a quick look and follow-up to find out if it is equipment or connections that are not working.
2. Records: The files in the two eastern drawers should be indexed. It is not clear what is in them. This is a project Dale could start working on. There is a closet of additional files that have not been examined in some time. These files should be looked at. We did not discuss a time when this should be accomplished; I believe this is a task that Dale should start and then let Greg and Randy know when he thinks this indexing could be accomplished. I would like Dale to come up with a plan/ dates how to deal with the records in the closet. Dale talked about scanning the files, and Greg and Randy felt while this is an admirable idea, it would be best to just start indexing what is in the files.
3. Work Diary: A daily work diary would let the council know what the clerk is doing. Previously, Dale prepared a work diary, and he said it only takes five minutes/ day/ tops to prepare. Dale will start doing this again modeling it on his previous work. We did not discuss how this would be disseminated. I suggest Dale give it to Randy and Greg on a monthly basis. If anyone else asks for this information, Dale could email it to them.
4. Office Hours: Even though there are posted office hours, Dale prefers to leave the door open for people to come and do city business when he is here. According to Dale, only five people/ week come in. John L is the one who comes in and consumes five/ hours/ week on park stuff. Greg or Randy will talk to John and ask him to cut down the number of hours he spends in city hall.
5. Executive Summary for City Business. Randy and Greg found this information valuable. Randy and Greg asked Dale to tone down the editorializing, but Dale asked for specific examples. He asked if the council wants to see the options or not. Dale models himself after Mark Sather (WBL City Manager) where the council relies upon Mark for professional guidance.

Dale asked if we see him as a professional or a clerical role. Greg and Randy opined in spite of his education, this council sees his role as more clerical than professional.
6. CCing or BCCing. Dale will check and see if a BCC message to the city council complies with Data Privacy/ Public Meeting. Randy felt that a BCC would eliminate the problem of a council member accidentally emailing everyone else on the council.
7. Hall Security: There was a discussion of a video monitor so Dale or Cindie could see who is coming into the hall. Dale mentioned the need for a buzzer in the event someone could not come down the stairs, and the clerk could go up the steps for city business. Greg will check on prices and options.

8. Quote on City Email: Greg and Randy asked Dale to remove the quote from the end of city email. Dale will remove the quote.

9. Computer Password: Dale will give his password to his computer to the City Attorney.

10. Bathroom: The WB building folks said our bathroom is ADA compliant. The front door and ramp are not compliant. Dale said if the city wanted to make the bathroom completely compliant, it would need to move the bathroom wall into the computer room. There was a conclusion the Village may need to start saving money to pay for this remodel job.

11. Parking Lot: There should be more sand and salt in the parking lot to lesson the chance of someone slipping and falling.

12. Rink Attendants: The Council is the ultimate for hiring, therefore the council needs to approve any employment contracts. Rehires are done in the consent agenda; Rehires could also be done automatically.

13. Dale prepared a survey he would like the council to fill out. The survey was entitled: "Who should be the responsible party for the following tasks?" Greg proposed that the Personnel Committee could pass this on to the Council; Dale was agreeable to this.

14. General picking up: Dale will begin picking up the office to make it more presentable. Randy will find out when there is an electronic e-waste pickup in order to get rid of a host of dead electronic equipment.

15. Dale will update the Excel spreadsheet of events in the Village Randy supplied to him. He will look at the August 2011 Performance Goals to add information. Dale will also add additional information/ dates he has on hand. We did not have a deadline for this task. I suggest the end of March.

16. Monthly updates at council meetings. Dale will give the council a brief update on what happened during the past month. Dale said some months there will not be anything to report, and if there is not anything, he does not have to report.

Randy LaFoy
Greg Donovan

2DA



February 19, 2013

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Dale Powers
City Clerk-Coordinator
City of Birchwood Village
207 Birchwood Avenue
Birchwood, MN 55110

Dear Mr. Powers:

On behalf of the Municipal Clerks and Finance Officers Association of the State of Minnesota, it gives me great pleasure to inform you that you have been awarded the designation of Minnesota Certified Municipal Clerk. This prestigious award recognizes your professional competency in the execution of your duties as City Clerk-Coordinator. A plaque commemorating this honor will be presented to you at the MCFOA Annual Conference in St. Cloud. Awards will be presented at the noon lunch on Wednesday, March 20.

Congratulations on earning the designation of Minnesota Certified Municipal Clerk. We are pleased to have a person of your professionalism as a member of our organization.

Sincerely,

Charlene Friedges, CMC
Certification Committee Chair

cc: Dan Buchholtz, President