



AGENDA OF THE CANVASSING BOARD
AND REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
November 11, 2014
CANVASSING BOARD - 7:00 P.M.;
REGULAR MEETING TO FOLLOW

CANVASSING BOARD

- A. Call to Order
- B. RESOLUTION 2014-CB-01 Certifying the Results of the Municipal Election Held on November 4, 2014*
- C. Adjourn

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

CITY BUSINESS – CONSENT AGENDA

- A. Approval of Regular Meeting October 14, 2014 Minutes*
- B. Authorize Renewal of JPA Between Washington County Sheriff's Office and City of Birchwood Village for Code Red Mass Notification System for 2015*

CITY BUSINESS – REGULAR AGENDA

- A. RESOLUTION 2014-22: Certification of Delinquent Utility Accounts to the County*
 - a. Public Hearing
 - b. Council Deliberation and Consideration of Approval
- B. Authorize Entering Into a JPA Between White Bear Township and City of Birchwood Village for Sanitary Sewer System Maintenance and Repair*
- C. Review Proposals for Permanent Generator at Wildwood Park Lift Station*

* Denotes items that have supporting documentation provided

- D. Approval of Treasurer's Report*
- E. Discuss Contract for General Maintenance
- F. Canoe/Kayak Storage at Easements
- G. First Reading of Ordinance 2014-11-01, Adding Excessive Consumption of Law Enforcement Services Language to City Code*
- H. Vacant Building Ordinance Discussion
- I. City Attorney's Report
 - a. Update on Wildwood Park Lift Station Matter

ADJOURN

* Denotes items that have supporting documentation provided

RESOLUTION 2014-CB-01

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

**A RESOLUTION CERTIFYING THE RESULTS OF THE MUNICIPAL
ELECTION HELD ON NOVEMBER 4, 2014**

BE IT RESOLVED by the Canvassing Board for the City of Birchwood Village to accept the election returns as certified by the Election Judges for the election held in the City of Birchwood Village on November 4, 2014 and to declare Mary Wingfield elected Mayor for the two-year term ending December 31, 2016, Mark Anderson and Kevin Woolstencroft elected Council members for four-year terms ending December 31, 2018.

I certify that the Canvassing Board of the City of Birchwood Village adopted the above Resolution on this 11th day of November, 2014.

Mary Wingfield, Chair, Canvassing Board

Attest:

Chris Mickelson
City Administrator-Clerk

Abstract of Votes Cast
In the Precincts of the City of Birchwood Village
State of Minnesota
at the 2014 State General Election
Held Tuesday, November 4, 2014

as compiled from the official returns.

Summary of Totals
City of Birchwood Village
Tuesday, November 4, 2014 2014 State General Election

Number of persons registered as of 7 a.m.	646
Number of persons registered on Election Day	22
Number of accepted regular, military, and overseas absentee ballots and mail ballots	42
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	507

Summary of Totals
City of Birchwood Village
Tuesday, November 4, 2014 2014 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Birchwood Village)

NP	WI
MARY WINGFIELD	WRITE-IN**
401	13

Council Member at Large (Birchwood Village) (Elect 2)

NP	NP	WI
KEVIN WOOLSTENCROFT	MARK ANDERSON	WRITE-IN**
344	331	9

Detail of Election Results
 City of Birchwood Village
 Tuesday, November 4, 2014 2014 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
82 0035 : BIRCHWOOD VILLAGE CITY	646	22	507
City of Birchwood Village Total:	646	22	507

Detail of Election Results
 City of Birchwood Village
 Tuesday, November 4, 2014 2014 State General Election

Office Title: Mayor (Birchwood Village)

Precinct	NP MARY WINGFIELD	WI WRITE-IN**
82 0035 : BIRCHWOOD VILLAGE CITY	401	13
Total:	401	13

Office Title: Council Member at Large (Birchwood Village) (Elect 2)

Precinct	NP KEVIN WOOLSTENCROFT	NP MARK ANDERSON	WI WRITE-IN**
82 0035 : BIRCHWOOD VILLAGE CITY	344	331	9
Total:	344	331	9

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the 2014 State General Election held on Tuesday, November 4, 2014

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Birchwood Village Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2014.

Member of canvassing board

State of Minnesota
City of Birchwood Village

I, _____, Clerk of the City of Birchwood Village do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Birchwood Village 2014 State General Election held on Tuesday, November 4, 2014.

Witness my hand and official seal of office this _____ day of _____, 2014.

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
October 14, 2014**

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Councilmembers: Mark Anderson, Bill Hullsiek, Randy LaFoy, and Kevin Woolstencroft

STAFF PRESENT: Alan Kantrud, City Attorney; Chris Mickelson, City Administrator; Jack Kramer, Building Official; John Manship, Water Operator

OTHERS PRESENT: Mike Evangelist, Birchwood Dock Association

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

AGENDA APPROVAL:

MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM:

No comments from the public were received.

ANNOUNCEMENTS:

Mayor Wingfield announced that fall leaf collection will begin the weekend of October 25-27. A second collection weekend will be determined at a later date.

Councilmember Anderson stated that signs will be posted the Sunday prior to leaf collection to inform residents.

Councilmember LaFoy announced he received an award from the Cable Commission for 2014 Community Involvement for a video he produced. Also, the Cable Commission awards grants to individuals interested in producing their own videos. Interested residents can contact Councilmember LaFoy.

CITY BUSINESS - CONSENT AGENDA

- A. Approval of Regular Meeting September 9, 2014 Minutes
- B. Approval of Resolution 2014-21, Setting a \$10.00 Water Utility User Fee and Eliminating the Water Minimum Charge to Bill Water Solely on Consumption

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE CONSENT AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.

CITY BUSINESS - REGULAR AGENDA

A. Building Official Agreement

City Administrator Mickelson stated that city staff members at White Bear Lake were informed that Birchwood would not be renewing its contract for building inspection services as of January 1, 2015. White Bear Lake staff requested that no new permits be issued through White Bear Lake as of October 1, 2014, to allow White Bear Lake to complete all outstanding permits by January 1, 2015. A search was conducted, and Jack Kramer was determined to be most qualified for the position of Building Official for the City of Birchwood Village. The agreement before the City is the same agreement Jack Kramer uses with the City of Dellwood.

Building Official Kramer introduced himself to the City Council.

Mayor Wingfield asked for clarification of fee language in the Building Official Agreement.

Building Official Kramer stated that his fee is 75% of the permit cost and 100% of the plan check cost; per state statute, the plan check cost is not to exceed 65% of total permit cost.

Mayor Wingfield asked that language "at no cost to the City" be added to the end of the first paragraph of section 7.) Records.

Building Official Kramer stated he had no issue with that addition.

Mayor Wingfield asked for the 30 day written notice requirement for termination of the contract be extended to 60 days.

Building Official Kramer stated he had no issue extending the termination period from 30 days to 60 days.

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE THE BUILDING OFFICIAL AGREEMENT AS AMENDED. ALL AYES. MOTION PASSED.

B. Review of Birchwood Dock Association Annual Permit

Mike Evangelist presented the Birchwood Dock Association annual permit to the City Council. This year's permit is the same as last year's permit with the only change being a new dock will be used at the Dellwood Easement. Pieces from the current dock at Dellwood will be used to create a new dock at Kay Beach. The new dock at Dellwood will be four feet wide, which is one foot wider than the current dock.

Councilmember Woolstencroft asked if the Dock Association will be fixing the floating swim platform at Kay Beach.

Mike Evangelist stated he wasn't aware of an issue with the swim platform at Kay Beach but will look into fixing it.

Councilmember Woolstencroft stated the swim platform has been an issue since the beginning of summer.

Mayor Wingfield stated she is of the opinion that the City is in a better position to manage Kay Beach. The Dock Association did not make Kay Beach a priority this past summer. The City has an obligation to the residents to make sure Kay Beach is useable.

Mike Evangelist stated that he would be in favor of the City taking over the management of Kay Beach.

Mayor Wingfield stated that this is something that can be addressed over the winter.

MOTION WAS MADE BY COUNCILMEMBER HULLSIEK, SECONDED BY COUNCILMEMBER LAFOY TO APPROVE THE DOCK ASSOCIATION PERMIT AS PRESENTED AND WAIVE THE PERMIT FEE. ALL AYES. MOTION PASSED.

C. Approval of Treasurer's Report

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE TREASURER'S REPORT AS PRESENTED. ALL AYES. MOTION PASSED.

D. Discuss Dumpsite for Water Main Breaks

Water Operator Manship stated he lined up a dumpsite at Mike Capra's facility on Highway 61. In the event of a life safety issue, the area at Tighe-Schmitz Park that was used last year should be available to be used this coming year.

Mayor Wingfield asked if the Council is in agreement that in the event of an emergency, the area at Tighe-Schmitz Park should be used as a dumping area.

Councilmember Hullsiek stated that the area used last year seems to be the best alternative in the event of an emergency.

E. 2014-2015 Snow Plowing Agreement

City Administrator Mickelson stated that KEJ Enterprises has provided the City with snow plowing services for the last two years. Proposed rate increases were received which indicate a 33% increase from last year. A document included in the Council's packet shows what was spent last year for snow plowing as well as what would be spent this coming season if the City contracted with KEJ. Bids from 3 additional snow plowing firms were received which are also included in the document.

Mayor Wingfield asked if all contractors are aware that salt/sand is purchased from Washington County.

City Administrator Mickelson stated that information had been communicated to the contractors.

Councilmember Hullsiek asked if TA Schifsky was asked to provide a bid.

City Administrator Mickelson stated that Councilmember Anderson reached out to TA Schifsky.

Councilmember Anderson stated that because of the size of TA Schifsky's equipment, their prices are considerably higher.

Councilmember Anderson stated that language should be added to the contract requiring the contractor to be liable in the event that curbing has been damaged to the point of it having to be removed.

City Attorney Kantrud stated that the language "caused by conduct of the contractor in the performance of this agreement" could be added to the end of Section 7 to address that specific situation.

Mayor Wingfield stated that a learning curve can be expected if a new contractor is retained; however, the differences in price can justify this issue.

Mayor Wingfield asked what contractor City Administrator Mickelson recommended.

City Administrator Mickelson stated that the representatives from Birch Lawn Maintenance, Inc. seemed to be the most responsive and the most interested in the contract while also being the lowest bidder.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER ANDERSON TO ENTER INTO AN AMENDED CONTRACT WITH BIRCH LAWN MAINTENANCE, INC FOR THE 2014-2015 SNOW PLOWING SEASON. ALL AYES. MOTION PASSED.

F. Vacant Building Ordinance

Mayor Wingfield stated that a number of residents have asked her what the City is doing to address vacant buildings located in the City. The City of St. Paul has a well written vacant building ordinance that would be appropriate to implement in Birchwood.

City Attorney Kantrud stated that the ordinance used in St. Paul may be excessive for the City, but once included in the City Code, the City can use the ordinance as needed. The fee structure should be amended to better represent Building Official Kramer's actual costs incurred through the inspection of vacant homes.

Councilmember Hullsiek asked how many homes are vacant in the City.

Mayor Wingfield stated that she is aware of at least one vacant home.

Mayor Wingfield asked if City Attorney Kantrud could review the included vacant building language and report back to the Council in November with suggested amendments.

City Attorney Kantrud stated that would not be an issue.

G. Approval of Resolution 2014-20, Approving Summary Publication of Ordinance No. 2014-08-01 - Adding Keeping of Miniature Pot-Bellied Pigs as Pets Language to City Code

City Administrator Mickelson stated that this ordinance was first heard at the August Council meeting and was passed at the September Council meeting. This resolution is to approve a summary of the ordinance to satisfy the publication requirement.

MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE RESOLUTION 2014-20. 4 AYES; WINGFIELD ABSTAINED. MOTION PASSED.

H. City Attorney's Report

a. Update on Title Registration Matter

City Attorney Kantrud stated that all parties involved met with an attorney; however, the mediation was terminated after a joint request of all parties. The matter is not progressing and is moving closer to a trial.

Mayor Wingfield asked what timeframe to expect.

City Attorney Kantrud stated it should take approximately six more months.

b. Excessive Use Ordinance

Mayor Wingfield stated that the City of St. Paul has appropriate language for the City of Birchwood Village to implement regarding excessive consumption of City services. That language is included in the Council's packet.

City Attorney Kantrud stated that the City of Maplewood also used St. Paul's excessive use language.

Mayor Wingfield asked for comments and additions to the excessive use and vacant building language to be communicated to City Administrator Mickelson to be discussed at the November Council meeting.

c. Update on Wildwood Park Lift Station Matter

The meeting was closed as permitted by attorney-client privilege (section 13D.05).

I. City Administrator's Report

a. Lift Station/SCADA Update

City Administrator Mickelson stated that for the last few months, the City has been working on a Joint Powers Agreement with White Bear Township for lift station inspection and monitoring services. An issue was identified with the limited emergency capacity at the lift station in Wildwood Park. The lift station was determined to have less than a half hour of emergency capacity and White Bear Township has a one hour emergency response time. White Bear Township has asked for a hold harmless clause in the JPA, for a permanent generator to be installed within the next year, and the capacity to be expanded within the next two-three years.

Mayor Wingfield asked if generator information has been received from City Engineer Thatcher.

City Administrator Mickelson stated that the conversation with White Bear Township took place that afternoon and there was not enough time to speak with Birchwood's City Engineer. Generator proposals will be included in the Council packet for the November meeting.

J. Consider Recessing to Reconvene at Kay Easement at a Later Date

The Birchwood City Council will meet on Monday, October 20, 2014 at 5:00 p.m. at Kay Easement to discuss a title registration matter.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER LAFOY TO ADJOURN. ALL AYES. MOTION PASSED.

Mary Wingfield
Mayor

ATTEST:

Chris Mickelson
City Administrator-Clerk

**JOINT POWERS AGREEMENT
BETWEEN THE WASHINGTON COUNTY SHERIFF'S OFFICE
AND THE CITY OF BIRCHWOOD VILLAGE**

THIS AGREEMENT is made by and between political subdivisions organized and existing under the Constitution and laws of the State of Minnesota. Washington County, a political subdivision, by and through its Sheriff's Office (hereinafter "Provider") and the City of Birchwood Village, Minnesota, a municipal corporation (hereinafter "City") are the parties to this Agreement.

WHEREAS, both political subdivisions through their law enforcement agencies manage threats to public health and safety.

WHEREAS, Minnesota Statutes Section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties.

WHEREAS, the Provider has entered into a contract with Emergency Communications Network for the purpose of providing a Mass Emergency Network System, also known as Code Red.

WHEREAS, the Provider has agreed to purchase 150,000 minutes from Emergency Communications Network for the purpose of sending Mass Emergency Notifications to home, business, and cell phones.

WHEREAS, the Provider has agreed to purchase the Mass Emergency Communication System to assist agencies within Washington County provide necessary emergency and non-emergency mass notifications.

WHEREAS, the City is in need of having the ability to communicate with the public in a timely fashion during both emergency and non-emergency situations.

WHEREAS, at the request of the City, the Provider is willing to provide a Mass Emergency Notification System.

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, commonly known as the Joint Powers Act, which authorizes two or more governmental units to jointly exercise any power common to them, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Provider and the City agree to the following terms and conditions.

PURPOSE

The purpose of this joint powers agreement is set forth in the recitals contained in the above Whereas clauses, which are incorporated by reference as fully set forth herein.

CITY'S RESPONSIBILITIES

1. When needed, the City shall be able to utilize the Mass Emergency Notification Communication System by notifying the Washington County Sheriff's Office 911 PSAP for Emergency Notifications. Emergency Notifications are those that are related to public safety as defined in the Code Red Policy. The 150,000 minutes purchased by the Provider will be used for all Emergency Notifications at no additional cost to the City.
2. The City agrees to pay the Provider \$68.38 for the purpose of participating in the Mass Emergency Notification Communication System purchased by the Provider, as provided in this Agreement.
3. The City will conform to any policies developed by Provider related to the use and maintenance of Code Red.
4. The City shall advise the Provider of the person or persons who have authority to represent the City for purposes of initiating a notification through the system.
5. The City's representative shall be responsible for determining the content of any Emergency Notification message in addition to the geographic area the message is to be sent and may request assistance from the Provider in preparing the notification.
6. The City may elect to send General Notifications, non-emergency notifications as defined in the Code Red Policy, through a web based server, utilizing the Code Red Mass Notification System. The City will pay the cost of any minutes used for General Notifications, at the rate of \$0.25 per minute, upon receipt of a bill from the Provider.
7. For every additional year the City desires to extend this Agreement, the City will pay the Provider \$68.38 per year for emergency notification minutes. The City will submit payment for an additional year(s) extension upon receipt of the invoice from the Provider.

PROVIDER'S RESPONSIBILITIES

1. The Provider agrees to enter into a contract with Emergency Communications Network for the purchase of 150,000 minutes of Code Red Mass Notification System for 2015.
2. The Provider will develop a policy related to the use and maintenance of the Code Red System.
3. The Provider will assign an employee as the Code Red System administrator.

4. The Provider agrees to train the 911 PSAP personnel in the operation of the Code Red System.
5. The Provider agrees to train the City's representative(s) in the use of the Code Red System.
6. The Provider will test the Code Red System periodically to ensure the system is operating properly.
7. The Provider will monitor the number of minutes used by all agencies in Washington County participating in the program to ensure that there is sufficient number of minutes available in the event of an emergency.
8. The Washington County 911 PSAP Center personnel will assist in preparing Emergency Notifications as defined in the Code Red Policy and will be responsible for initiating the call procedures through Code Red and the direction of the City's representative.
9. The Provider shall retain all funds received for use of the Code Red System for General Notifications for the sole purpose of purchasing minutes on the System.

TERM OF AGREEMENT

The initial Term of this Agreement shall be from January 01, 2015, to December 31, 2016, the date of the signature of the parties notwithstanding, unless earlier terminated in accordance with the termination clause. After the initial Term, this Agreement will automatically renew for three additional year periods with the final termination date of December 31, 2019, unless the automatic extension is cancelled by the City in accordance with the termination clause.

PAYMENT

The City shall pay the Provider within 30 days of receipt of an invoice for the City's annual portion of the Code Red System or for the cost of any minutes used for a General Notification message.

INDEPENDENT CONTRACTOR

It is agreed that nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the City as the agent, representative, or employee of the Provider for any purpose or in any manner whatsoever.

ASSIGNMENT

Neither party to this Agreement shall assign any rights or obligations under the Agreement to another person.

RECORD DISCLOSURES/MONITORING

Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the parties relevant to this Agreement are subject to examination by the other party and either the legislative auditor or the state auditor, as appropriate. The parties agree to maintain and make available these records for a period of six years from the date of the termination of this Agreement.

INDEMNIFICATION

1. The City agrees it will defend, indemnify and hold harmless the Provider, its officers and employees against any and all liability, loss, costs, damages and expenses which the Provider, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the City in the performance of this Agreement.
2. The Provider agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Provider in the performance of this Agreement.
3. The liability of the parties under this Agreement shall be governed by Minnesota Statutes Section 471.59, subdivision 1a. Each party to this Agreement shall be liable for its own acts or omissions and shall not be liable for the acts or omissions of any other party to this Agreement.

INSURANCE REQUIREMENTS

The parties agree that they will at all times during the term of this Agreement keep in force the following insurance protection in the limits specified.

1. Maintain general liability insurance sufficient to cover their potential liability under Minnesota Statutes Section 466.04.
2. Maintain automobile coverage sufficient to cover their potential liability under Minnesota Statutes Section 466.04.
3. Maintain Worker's Compensation in the statutory amount.

Each party shall, upon request, furnish the other party with proof of adequate insurance. Neither party shall cancel any insurance without thirty days notice to the other party.

DATA PRACTICES

All data collected, created, received, maintained, or disseminated in connection with this Agreement is subject to the Data Practices Act, Minnesota Statutes chapter 13.

TERMINATION

Either party may cancel this Agreement with or without cause at any time upon giving 30 days written notice to the other party. Upon such termination, no monies will be refunded to the City.

WASHINGTON COUNTY

BIRCHWOOD VILLAGE

BY: _____ DATE: _____

BY: _____ DATE: _____

County Board Chair

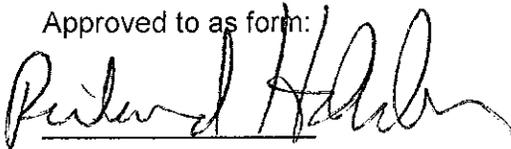
BY: _____ DATE: _____

County Administrator

BY: _____ DATE: _____

Sheriff

Approved to as form:



Asst County Attorney

**CITY OF BIRCHWOOD VILLAGE
STATE OF MINNESOTA**

RESOLUTION 2014-22

RESOLUTION CERTIFYING UNPAID UTILITY CHARGES FOR COLLECTION

WHEREAS, the City of Birchwood Village has identified residents who are delinquent in payment of their utility bills, and

WHEREAS, the City has given notice to those residents that the City Council would conduct a public hearing on November 11, 2014, at which residents who are considered delinquent would have an opportunity to be heard; and

WHEREAS, the City has provided ample opportunity for residents to pay their utility bills.

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

1. The City of Birchwood Village hereby makes the delinquent utility payments on the following accounts a charge against the resident identified and hereby certifies these unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected.

(SEE ATTACHED LIST)

2. The resident may pay the amount due at any time. If payment is made before December 14, 2014, the delinquency will not be certified to the county.
3. After December 14, 2014, the City Administrator shall transmit a certified copy of this list to the County Auditor to be extended on the property tax lists of the county and such assessment shall be collected and paid over in the same manner as property taxes.

Adopted by the City Council this 11th day of November, 2014

Mayor: _____

Date: _____

ATTEST

City Administrator-Clerk: _____

Date: _____

11/7/14
11:00:39 AM

CITY OF BIRCHWOOD VILLAGE
PRELIMINARY CERTIFICATION LIST - SUMMARY BALANCES

Page 1

Cust No / Name	Property Address	Tax Parcel	Amount
8165-00			270.66
8167-00			578.89
8172-00			1,213.42
8180-00			247.59
8182-00			149.20
8188-00			91.41
8214-00			66.19
8216-00			116.93
8227-00			1,128.34
8239-00			801.33
8252-00			538.46
8262-00			438.63
8290-00			991.86
8308-00			197.63
8313-00			539.06
8330-01			192.06
8347-00			490.88
8384-00			268.74
8388-01			55.00
8393-00			520.42
8398-00			244.57
8416-00			207.06
8432-00			182.41
8442-00			231.00
8475-00			435.22
8531-00			777.29

GRAND TOTAL FOR ALL CUSTOMERS

10,974.25

Joint Powers Agreement For Sanitary Sewer System Maintenance and Repair

THIS AGREEMENT, is made to be effective _____, 2014, between the TOWN OF WHITE BEAR, a statutory Township under the laws of the State of Minnesota (TOWN), the CITY OF BIRCHWOOD VILLAGE (CITY), a municipal corporation under the laws of the State of Minnesota.

Recitals:

- A. The CITY currently has no maintenance equipment or personnel available to maintain their sanitary sewer system.
- B. The TOWN has the equipment and personnel available to maintain and repair the CITY sanitary sewer system.
- C. It is feasible for the TOWN to perform such maintenance and repair of the CITY sanitary sewer system.

Purpose:

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

Agreement:

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

1. **SCADA System Connection.** The CITY shall contract for services to install a connection to the TOWN's SCADA system to accommodate the monitoring to be performed by the TOWN as outlined by this Agreement. Future maintenance and repair of this connection shall be paid for by the CITY.

SCADA system shall be connected, operational and verified, and generator connections modified and tested prior to the TOWN taking over the responsibilities included in this Agreement.

2. **Generator Connections.** All of the CITY's lift stations shall be modified to accommodate the TOWN's generators.

Generator connections shall be operational and verified, and tested prior to the TOWN taking over the responsibilities included in this Agreement.

3. **Generator Purchase.** The CITY agrees within six (6) months from the date of this Agreement to purchase and install at the CITY's Lift Station #2 (Island Lift Station) a generator that will have automated controls which will activate the generator should a power failure occur.
4. **Lift Station Expansion.** The CITY agrees to increase the capacity of the wet well at Lift Station #2 (Island Lift Station) to provide additional storage within thirty (30) months from the date of this Agreement.
5. **Future Improvements to SCADA System.** The CITY agrees that in the event there are future improvements or modifications to the TOWN's SCADA system, they shall pay to the TOWN their proportionate share as it relates to the CITY's connection.
6. **Other Agreements.** Nothing herein shall prevent the CITY from entering into contractual agreements with the individual users or any other association comprised at least in part of individual users, provided said contractual arrangements do not interfere with or alter the CITY's undertaking herein with respect to the TOWN.
7. **Protection of Sewer Lines.** The CITY agrees that it will assist the TOWN in the protection of the sanitary sewer system and will cooperate with the TOWN in protecting barricades, stored materials, traffic routings, etc., as may be necessary for the maintenance or repair work performed by the TOWN to the sanitary sewer system.
8. **Hold Harmless.** The CITY agrees to indemnify and hold harmless the TOWN, its officers, and employees from any liability, claims, damages, costs, judgments, and expenses including attorney's fees resulting directly or indirectly from an act or omission with respect to the suitability, design, usual maintenance, and operations of the facilities provided by and maintained by the TOWN and its agents. The CITY represents that said facilities are suitable for their operation however limited in their capacity.

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

Proposal by



Proposal No. EPG167425

Date: November 7, 2014

ZIEGLER POWER SYSTEMS

8050 State Highway 101
Shakopee, MN 55379
952-887-4535

To: Birchwood Village

Re: Standby Generator

Chris Mickelson

"Wildwood Park Lift Station"

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

QUANTITY: One (1) New CATERPILLAR Olympian Emergency Standby Generator
Mounted in Outdoor Insulated Level 2 Enclosure

MODEL: G50LG

RATING: 50KW Stand-by

VOLTAGE: 120/240 Volts, 3 phase, 60 HZ, 1800 RPM

SWITCHGEAR: One (1) Asco 300 Series open transition automatic transfer switch
200 amp, 3 pole, Nema 3R outdoor enclosure, 240 volt

INSTALLATION: By Others

TOTAL EQUIPMENT PRICE \$ 28,530 .00*

***Price does not include state or local sales and/or use taxes.**

Standard Ziegler Power Systems Confidentiality Clause The recipient shall not disclose or otherwise make available to any other person or entity, or use other than in connection with performance of the Services which are the subject of this proposal, the contents of this proposal or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulator authorities. Information may be divulged to other parties if prior written approval from Ziegler Power systems has been obtained.

*Please refer to the attached Bill of Material.

DELIVERY 6-8 weeks after approval

F.O.B. Jobsite, on truck

TERMS Net 20 days

THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON REVERSE SIDE

ACCEPTED:

Respectfully submitted,
ZIEGLER INC.

By

Doug Eckerman, Sales Engineer

By

Subject to approval by

APPROVED:

ZIEGLER INC.

Its

By

BILL OF MATERIAL
EPG167425

- 1 -

One (1) Emergency Standby Generator Set, Rated at 50KW Standby 3 ph, 60 Hz, 240 volt, 1800 RPM.

ENGINE SPECIFICATIONS

Meets EPA Regulations
5.4 Liter
Electronic governor
Oil filter, spin-on type
Radiator cooling system, blower fan
Water pump
12V. DC starting system
Jacket water heater, 120 volt, 1500 watt
Alternator, 30 ampere, 12 VDC
Fuel system: Natural gas

STANDARD ENGINE SAFETY FEATURES

Shutdowns with individual warning lamps
 Fail to start / overcrank
 High coolant temperature
 Low lube oil pressure
 Over-speed
 Over-voltage

GENERATOR SPECIFICATIONS

Class H insulation, rotor and stator, single bearing design
Flexible coupling
Brushless excitation
Solid-state regulator, +/- 1.% regulation
UL mainline circuit breaker, 200 amp

SYSTEM CONTROLS

- Voltage (all phases) • Current (all phases)
- Power factor • kW
- kVAR
- Transfer switch status
- Engine speed
- Low fuel pressure
- Run hours
- Service reminders
- Fault history
- Oil pressure
- Coolant temperature
- Time and date
- Low oil pressure shutdown
- High coolant temperature shutdown
- Overvoltage
- Overspeed
- Low coolant level
- Not in auto position (flashing light)
- Exercise speed

Protection

- Fail to start shutdown

BILL OF MATERIAL
EPG167425

-2 -

- Low oil pressure shutdown
- Low/High battery voltage
- Battery charger failure
- Underspeed/Overspeed
- Loss of engine speed detection□
- I²T function for alternator protection from line to neutral and line to line short circuits
- Emergency stop
- Programmable auto crank function
- 2 wire start for any transfer switch
- Adjustable engine speed at exerciser
- RS232 port for GenLink® control
- RS485 port remote communication
- Canbus addressable
- Governor controller and voltage regulator are built into the master control board
- Temperature range -40 °C to 70 °C

SWITCHGEAR

- One (1) Asco Series 300 open transition automatic transfer switch
- 200 amp, 3 pole, Nema 3R, 240 volt
- Exerciser
- In phase monitor

ANCILLARY EQUIPMENT

- Outdoor enclosure, white
- Battery charger, 2 ampere, static, generator mounted
- Battery, with battery rack and cables
- Exhaust silencer
- Exhaust-flex connector

PROJECT MANAGEMENT SERVICES

- Submittal drawings
 - Dimensional drawings
 - Electrical schematics
 - Product specifications
- Prototype testing
- Production testing
- Technical assistance - coordinated through Ziegler project manager
- Jobsite startup
- Operation and maintenance manual
 - Engine, generator
- Warranty, two (2) year
- Training of owner's personnel - at the time of jobsite testing and start-up

NOTES

- No installation included, electrical, gas, concrete, rigging by others
- Ziegler limits the scope of supply for this quotation to the equipment and services listed.
- Equipment not listed is assumed to be provided by others.
- Orders are subject to re-stocking charges if cancelled after release for production.
- State and local permits for fire, air, fuel tanks or building permits are not included and provided by others.

BILL OF MATERIAL

EPG167425

-3 -

Terms:

- Extension of contract beyond term must be at the mutual agreement of the parties.
- Ziegler Inc. shall not be liable for consequential damages or damages beyond our control.
- This quotation is subject to availability at time of order
- Customer is responsible for adequate site conditions and security.
- Customer is responsible for scheduled maintenance and fuel costs.
- Customer must provide adequate insurance to cover equipment damage or loss.
- Price(s) do not include state or local sales and/or use taxes.
- Quotation is valid for 90 days.

PROVISIONS OF THE CONTRACT AND WARRANTY

The prices quoted are current and are subject to change to those in effect at the time of shipment. Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Copies of the warranties applicable to this purchase are attached hereto, and the purchaser by signing this order acknowledges receipt of the Caterpillar warranties on Forms.

The Purchaser agrees to pay any and all taxes, assessments, licenses, and government charges of every kind and nature whatsoever upon said equipment which may be imposed or assessed against or resulting to the Seller on account of the possession or use of said equipment by Purchaser. All provisions hereof are contingent upon government restrictions, strikes, accidents, delays of carrier and other delays unavoidable and beyond Seller's control.

It is intended and understood that title and ownership of said equipment is and shall remain vested in the Seller, notwithstanding delivery or possession, until the entire price is paid in full.

G50LG

OLYMPIAN™

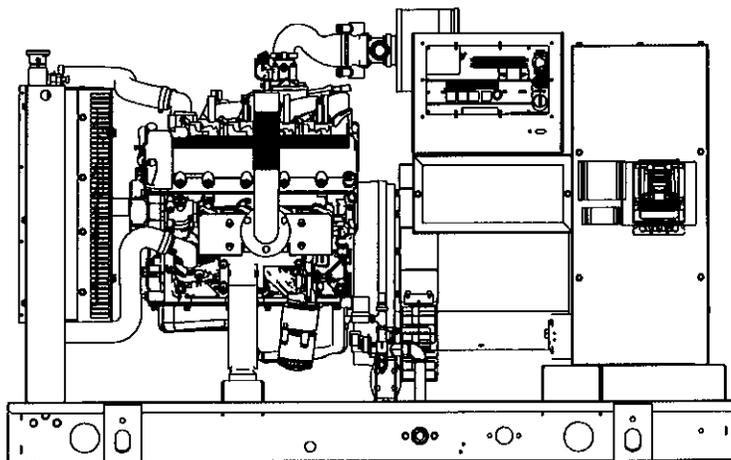
Industrial Gaseous Generator Set

EPA Certified Stationary Emergency

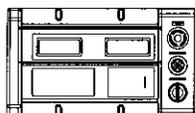
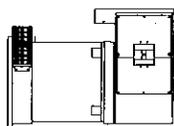
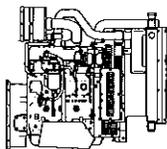
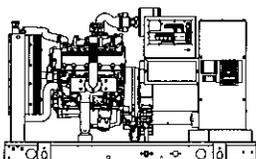
G50LG 50kW

1 of

Standby Power Rating
63kVA 50kW 60Hz



Generator image used for illustration purposes only



features

benefits

Generator Set

- PROTOTYPE & TORSIONALLY TESTED
- UL2200 TESTED
- RHINOCOAT PAINT SYSTEM
- WIDE RANGE OF ENCLOSURES
- PROVIDES A PROVEN UNIT
- ENSURES A QUALITY PRODUCT
- IMPROVES RESISTANCE TO ELEMENTS
- PROVIDES A SINGLE SOURCE SOLUTION

Engine

- EPA COMPLIANT
- INDUSTRIAL TESTED
- POWER-MATCHED OUTPUT
- INDUSTRIAL GRADE
- ENVIRONMENTALLY FRIENDLY
- ENSURES INDUSTRIAL STANDARDS
- ENGINEERED FOR PERFORMANCE
- IMPROVES LONGEVITY AND RELIABILITY

Alternator

- TWO-THIRDS PITCH
- LAYER WOUND ROTOR & STATOR
- CLASS H MATERIALS
- DIGITAL 3-PHASE VOLTAGE CONTROL
- ELIMINATES HARMFUL 3RD HARMONIC
- IMPROVES COOLING
- HEAT TOLERANT DESIGN
- FAST AND ACCURATE RESPONSE

Controls

- ENCAPSULATED BOARD W/ SEALED HARNESS
- 4-20mA VOLTAGE-TO-CURRENT SENSORS
- SURFACE-MOUNT TECHNOLOGY
- ADVANCED DIAGNOSTICS & COMMUNICATIONS
- EASY, AFFORDABLE REPLACEMENT
- NOISE RESISTANT 24/7 MONITORING
- PROVIDES VIBRATION RESISTANCE
- HARDENED RELIABILITY

primary codes and standards



G50LG

application and engineering data

ENGINE SPECIFICATIONS

General

EPA Emissions Compliance	Stationary Emergency
EPA Emissions Engine Reference	See Emissions Data Sheet
Cylinder #	8
Type	V
Displacement - L	5.4
Bore - mm (in.)	90.17 (3.55)
Stroke - mm (in.)	105.92 (4.17)
Compression Ratio	9:1
Intake Air Method	Naturally Aspirated
Number of Main Bearings	4
Connecting Rods	Forged
Cylinder Head	Aluminum
Cylinder Liners	No
Ignition	Single Fire
Pistons	Aluminum Alloy
Crankshaft	Nodular Iron
Lifter Type	Hydraulic
Intake Valve Material	Steel Alloy
Exhaust Valve Material	Hardened Steel
Hardened Valve Seats	Yes

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-flow spin-on cartridge
Crankcase Capacity - L (qts)	5.7 (6)

Cooling System

Cooling System Type	Pressurized Closed
Water Pump Flow	38 gal/min
Fan Type	Pusher
Fan Speed (rpm)	2143
Fan Diameter mm (in.)	508 (20)
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120V

Fuel System

Fuel Type	Natural Gas, Propane Vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	8" - 14" H2O*

*Fuel pressure must remain within specified range and not drop more than 1 in. w.c. from static (no-load) to full load.

Engine Electrical System

System Voltage	12VDC
Battery Charging Alternator (Amps)	30
Battery Size (at 0°C)	525/700/925CCA
Battery Group	24/27/31
Battery Voltage	12VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	<50
Standard Excitation	Brushless
Bearings	Sealed Ball
Coupling	Flexible Disc
Load Capacity - Standby	50kW
Prototype Short Circuit Test	Yes

Voltage Regulator Type	Full Digital
Number of Sensed Phases	3
Regulation Accuracy (Steady State)	+/- 0.25%

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	+/- 0.25%

CODES AND STANDARDS COMPLIANCE (WHERE APPLICABLE)

NFPA 99	BS5514
NFPA 110	SAE J1349
ISO 8528-5	DIN6271
ISO 1708A.5	IEEE C62.41 TESTING
ISO 3046	NEMA ICS 1
	UL2200

Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271).

G50LG

operating data (60Hz)

POWER RATINGS (kW)

	Natural Gas		Propane Vapor	
	50	Amps: 208	50	Amps: 208
Single-Phase 120/240VAC @1.0pf	50	Amps: 173	50	Amps: 173
Three-Phase 120/208VAC @0.8pf	50	Amps: 150	50	Amps: 150
Three-Phase 120/240VAC @0.8pf	50	Amps: 75	50	Amps: 75
Three-Phase 277/480VAC @0.8pf	50	Amps: 60	50	Amps: 60
Three-Phase 346/600VAC @0.8pf				

STARTING CAPABILITIES (sKVA)

		sKVA vs. Voltage Dip											
		480VAC						208/240VAC					
Alternator	kW	10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	50	34	52	69	86	103	120	26	39	52	65	77	90
Upsize 1	60	42	63	83	104	125	146	32	47	62	78	94	110

FUEL

Fuel Consumption Rates*

Natural Gas			Propane Vapor		
Percent Load	ft ³ /hr	m ³ /hr	Percent Load	ft ³ /hr	m ³ /hr
25%	296	8.4	25%	149	4.2
50%	453	12.8	50%	198	5.6
75%	602	17.0	75%	246	7.0
100%	766	21.7	100%	296	8.3

* Refer to "Emissions Data Sheet" for maximum fuel flow for EPA and SCAQMD permitting purposes.

COOLING

		STANDBY
Air Flow (inlet air combustion and radiator)	ft ³ /min (m ³ /min)	2470 (70.0)
System Coolant Capacity	Gal (Liters)	3 (11.36)
Heat Rejection to Coolant	BTU/hr	200,000
Max. Operating Air Temp on Radiator	°F (°C)	122 (50)
Max. Ambient Temperature	°F (°C)	104 (40)
Maximum Radiator Backpressure	in H ₂ O	1.50

COMBUSTION AIR REQUIREMENTS

	STANDBY
Flow at Rated Power	cfm 115

ENGINE

		STANDBY
Rated Engine Speed	rpm	1800
Horsepower at Rated kW**	hp	80
Piston Speed	ft/min	1251
BMEP	psi	107

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		STANDBY
Exhaust Flow (Rated Output)	cfm (m ³ /min)	357 (10.1)
Maximum Recommended Back Pressure	inHg	1.5
Exhaust Temp (Rated Output)	°F (°C)	1100 (593)
Exhaust Outlet Size	in	3" OD

G50LG

standard features and options

GENERATOR SET

- Genset Vibration Isolation Std
- IBC Seismic Certified/Seismic Rated Vibration Isolators Opt
- Extended warranty Opt
- Gen-Link™ Communications Software Opt
- Steel Enclosure Opt
- Aluminum Enclosure Opt
- Enclosure Lighting Kits Opt

ENGINE SYSTEM

- | | |
|---|-----|
| General | |
| ● Oil Drain Extension | Std |
| ○ Oil Make-Up System | Opt |
| ○ Oil Heater | Opt |
| ○ Critical Exhaust Silencer (Enclosed Sets) | Opt |
| ● Stainless steel flexible exhaust connection | Std |
| ● Air cleaner | Std |
| ● Fan guard | Std |
| ● Radiator duct adapter | Std |
| Fuel System | |
| ● Fuel lockoff solenoid | Std |
| ● Secondary Fuel Regulator | Std |
| ○ Flexible fuel lines | Opt |
| ○ Automatic Gaseous Dual Fuel LPV | Opt |
| Cooling System | |
| ● 120VAC Coolant Heater | Std |
| ○ 208VAC Coolant Heater | Opt |
| ○ 240VAC Coolant Heater | Opt |
| ○ Other Coolant Heater | Opt |
| ● Closed Coolant Recovery System | Std |
| ● UV/Ozone resistant hoses | Std |
| ● Factory-Installed Radiator | Std |
| ● Radiator Drain Extension | Std |
| Engine Electrical System | |
| ● Battery charging alternator | Std |
| ● Battery cables | Std |
| ● Battery tray | Std |
| ○ Battery box | Opt |
| ○ Battery heater | Opt |
| ● Solenoid activated starter motor | Std |
| ○ 2.5A UL battery charger | Opt |
| ○ 10A UL float/equalize battery charger | Opt |
| ● Rubber-booted engine electrical connections | Std |

ALTERNATOR SYSTEM

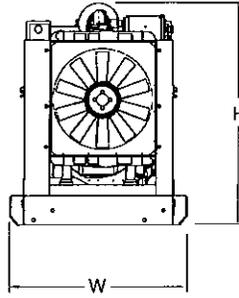
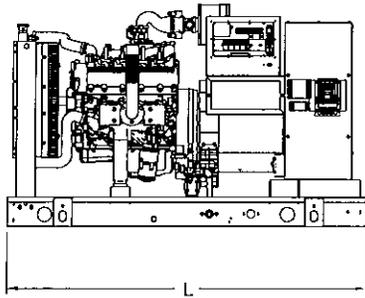
- UL2200 GENprotect™ Std
- Main Line Circuit Breaker Opt
- 2nd Circuit Breaker Opt
- 3rd Circuit Breaker Opt
- Alternator Upsizing Opt
- Anti-Condensation Heater Opt
- Tropical coating Opt
- Permanent Magnet Generator Opt

CONTROL SYSTEM

- | | |
|---|-----|
| Control Panel | |
| ● Digital H-Panel Controller | Std |
| ○ Digital G-100 Control Panel - Touchscreen | N/A |
| ○ Digital G-200 Paralleling Control Panel - Touchscreen | N/A |
| ● Programmable Crank Limiter | Std |
| ● Programmable Crank Limiter | Std |
| ○ 21-Light Remote Annunciator | Opt |
| ○ Remote Relay Panel (8 or 16) | Opt |
| ● 7-Day Programmable Exerciser | Std |
| ● Special Applications Programmable PLC | Std |
| ● RS-232 Communications | Std |
| ● RS-485 Communications | Std |
| ● All-Phase Sensing DVR | Std |
| ● Full System Status | Std |
| ● Utility Monitoring (Req. H-Transfer Switch) | Std |
| ● 2-Wire Start Compatible | Std |
| ● Power Output (kW) | Std |
| ● Power Factor | Std |
| ● Reactive Power | Std |
| ● All phase AC Voltage | Std |
| ● All phase Currents | Std |
| ● Oil Pressure | Std |
| ● Coolant Temperature | Std |
| ● Coolant Level | Std |
| ○ Oil Temperature | Opt |
| ● Low Fuel Pressure | Std |
| ● Engine Speed | Std |
| ● Battery Voltage | Std |
| ● Frequency | Std |
| ● Date/Time Fault History (Event Log) | Std |
| ● Low-Speed Exercise | Std |
| ● Isochronous Governor Control | Std |
| ● -40deg C - 70deg C Operation | Std |
| ● Waterproof Plug-In Connectors | Std |
| ● Audible Alarms and Shutdowns | Std |
| ● Not in Auto (Flashing Light) | Std |
| ● Auto/Off/Manual Switch | Std |
| ● E-Stop (Red Mushroom-Type) | Std |
| ○ Remote E-Stop (Break Glass-Type, Surface Mount) | Opt |
| ○ Remote E-Stop (Red Mushroom-Type, Surface Mount) | Opt |
| ○ Remote E-Stop (Red Mushroom-Type, Flush Mount) | Opt |
| ● NFPA 110 Level I and II (Programmable) | Std |
| ● Remote Communication - RS232 | Std |
| ○ Remote Communication - Modem | Opt |
| ○ Remote Communication - Ethernet | Opt |
| ○ 10A Run Relay | Opt |
| Alarms (Programmable Tolerances, Pre-Alarms and Shutdowns) | |
| ● Low Fuel Pressure (Pre-programmed Low Fuel Pressure Shutdown) | Std |
| ● Oil Pressure (Pre-programmed Low Pressure Shutdown) | Std |
| ● Coolant Temperature (Pre-programmed High Temp Shutdown) | Std |
| ● Coolant Level (Pre-programmed Low Level Shutdown) | Std |
| ○ Oil Temperature | Opt |
| ● Engine Speed (Pre-programmed Overspeed Shutdown) | Std |
| ● Voltage (Pre-programmed Overvoltage Shutdown) | Std |
| ● Battery Voltage | Std |

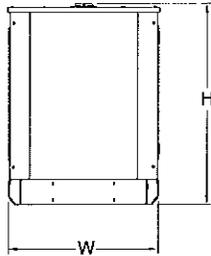
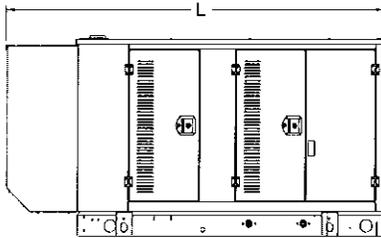
G50LG

dimensions, weights and sound levels



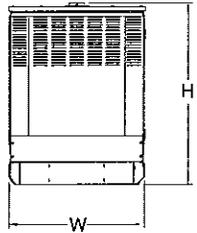
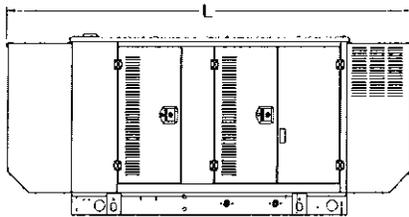
OPEN SET (Includes Exhaust Flex)

L	W	H	WT	dBa*
76	38	47	1575	80



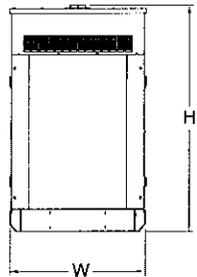
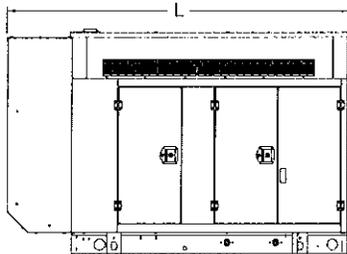
STANDARD ENCLOSURE

L	W	H	WT	dBa*
95	38	50	2100	77



LEVEL 1 ACOUSTIC ENCLOSURE

L	W	H	WT	dBa*
113	38	50	2140	74



LEVEL 2 ACOUSTIC ENCLOSURE

L	W	H	WT	dBa*
95	38	62	2328	71

*All measurements are approximate and for estimation purposes only. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Cat® Dealer for detailed installation drawings.

Information contained in this publication may be considered confidential. Discretion is recommended when distributing. Materials and specifications are subject to change without notice. CAT, CATERPILLAR, OLYMPIAN, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

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Generator System Services, Inc.

407 3rd Avenue S.E. Mapleton, MN 56065
tim@generatorsystems-services.com
Phone Number: 866-643-3713
Fax Number: 507-524-3414
www.generatorsystems-services.com

Proposal

Company: City of Birchwood
Address: Birchwood, MN
Contact: Chris Mickelson
Phone: 651-426-3403
Fax:
Email: chris.mickelson@cityofbirchwood.com

Generator System Services, Inc. Submits the following proposal for the project:

GM60-02 LP Level 3 Sound Attenuated Enclosure 60 kW (Lift Station 2) 11-04-14

Engine: GM 5.7L EPA Certified, 60 kW Standby Power Rating at 1800 RPM
Electronic Isochronous Governor.

Generator: Marathon 361CSL1602 120/240V Three Phase, 12 Wire – 130° C Rise. DVR2000E Permanent Magnet Exciter and Voltage Regulator.

Radiator: Unit Mounted (50° C Ambient)

Base: Formed Channel with Mounting and Lift Holes.

Control Pkg: Blue Star 2020: Gen-Set Controller (backlit LCD)
Mounted: Left hand side of generator, looking at generator end.
Engine Protection (Shutdown): Low Oil Pressure, High coolant temp, Overspeed, Overcrank, Fuel Sender Failure.
Generator Protection: Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent.
Standard: Alarm buzzer and silencing switch
Options: Low Coolant Level Shutdown.

Annunciator: None

Battery: 12 Volt Battery System with Rack and Cables

Silencer: Critical Grade Silencer mounted on engine

Air Cleaner: Donaldson Duralite Air Cleaner

Water Heater: Engine installed block heater rated for -20° F with ball valves and wired to terminal strip

Battery Charger: 12 Volt 6 Amp mounted and wired to terminal strip

Circuit Breaker: 200 Amp, Three Pole Breaker Mounted and Wired in NEMA 1 Enclosure

Enclosure: Level 3 (Weather Proof Enclosure) Includes 14 gauge sheet metal with punched side air opening for air intake. Pitched roof for increased structural integrity and improved watershed. Silencer mounted inside enclosure with exhaust exiting through the roof. Includes rain collar and rain cap. Lockable handles keyed alike with hinged doors, 1.5" Sound Foam Interior. Enclosure is Finish Powder Coat in standard color White, Gray or Tan.

Vibe Mounted: Yes unit from the base rail

Skid Mounted: Yes

Fuel System: Natural Gas w/ Dry Fuel Strainer

Warranty: Standard 2 Years/2000 Hours

Unit to include one owner's manual

Unit to be painted White, Gray or Tan

ASCO ATS: (Qty 1) ASCO Series 300 200A 3 Pole 120/240VAC w/ NEMA 3r and 44G

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will requote accordingly.
2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
3. Seller is not quoting electrical installation in quote.
4. All extended piping, wiring or other than listed above is performed by others.
5. The generator set was sized as accurately as possible based on the load information supplied. If additional load information is available, Seller will be happy to re-evaluate your sizing requirements and requote accordingly.
6. Please request that installing electrical contractor follow National Electrical Code Procedures for plugging conduits leading to and from automatic transfer switches to avoid moisture/condensation problems that may occur in facilities with varying temperature conditions.
7. Customer is responsible for determining if there are any applicable noise code requirements. Unless specifically noted, the equipment contained in this proposal has no special noise abatement treatment and may not meet local noise codes. GSS will be happy to address any noise issues that may exist and requote with the proper modifications.
8. We are not quoting fuel storage, fuel piping, secondary regulator, enclosure, exhaust thimble, ventilation shutters, electrical or mechanical installation.
9. Gen-set to be unloaded and placed on existing pad by others.
10. Site delivery, Start-up, and operator instruction is included.



.....

Proposal Summary:

GenSet Price: \$ 38,012.00 (qty 2)
ATS Price: \$4,626.00 (qty 2)

.....

Freight Price: \$ Inc.

TOTAL PROPOSAL PRICE: \$ 42,638.00 (qty 2)

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm For 30 Day(s)

Delivery Notes: Unit approx. 10 weeks from approved order
ATS approx.. 4 weeks from approved order

BY: _____
Generator System Services, Inc.
Tim Miller

Customer Acceptance

Project:

**GM60-02 LP Level 3 Sound Attenuated Enclosure 60 kW
(Lift Station 2) 11-04-14**

Date of Acceptance: _____

Customer Purchase Order Number: _____

Company: City of Birchwood
Address: Birchwood, MN
Contact: Chris Mickelson
Phone: 651-426-3403
Fax:
Email: chris.mickelson@cityofbirchwood.com

Signature: _____

Special Instructions:

BLUE STAR

Power Systems Inc.

Gaseous Product Line

208-600 Volt

GM60-02

60 Hz / 1800 RPM

60 kWe

Standby

Ratings

	240V	208V	240V	480V	600V
Phase	1	3	3	3	3
PF	1	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60
Generator Model	362CSL1604	361CSL1602	361CSL1602	361CSL1601	361PSL1633
Connection	12 LEAD ZIG-ZAG	12 LEAD WYE	12 LEAD DELTA	12 LEAD WYE	4 LEAD WYE
kWe Nat (LP)	60 (60)	60 (60)	60 (60)	60 (60)	60 (60)
AMPS Nat (LP)	250 (250)	208 (208)	181 (181)	90 (90)	72 (72)
Temp Rise	130°C / 27°C	130°C / 27°C	130°C / 27°C	130°C / 27°C	130°C / 27°C

Standard Equipment

Engine

- ▶ Radiator Cooled Unit Mounted (50°C)
- ▶ Blower Fan & Fan Drive
- ▶ Starter & Alternator
- ▶ Oil Pump & Filter
- ▶ Oil Drain Extension w/Valve
- ▶ Governor - Electronic Isochronous
- ▶ 12V Battery System & Cables
- ▶ SAE Flywheel & Housing
- ▶ Air Cleaner (Dry Single Stage)
- ▶ Flexible Fuel Connector
- ▶ EPA Certified

Generator

- ▶ Brushless Single Bearing
- ▶ Automatic Voltage Regulator
- ▶ ± 1% Voltage Regulation
- ▶ 4 Pole, Rotating Field
- ▶ 130°C Standby Temperature Rise
- ▶ 100% of Rated Load - One Step
- ▶ 5% Maximum Harmonic Content
- ▶ NEMA MG 1, IEEE and ANSI standards compliance for temperature rise

Additional

- ▶ UL 2200 Certified
- ▶ cUL Certified
- ▶ Microprocessor Based Digital Control
- ▶ Base - Formed Steel
- ▶ Main Line Circuit Breaker Mounted & Wired
- ▶ Critical Grade Silencer Mounted
- ▶ Battery Charger 12V 6 Amp
- ▶ Jacket Water Heater -20°F 1000W 120V w/Isolation Valves
- ▶ Vibration Isolation Mounts
- ▶ Radiator Duct Flange (OPU Only)
- ▶ Single Source Supplier
- ▶ 2YR / 2000HR Standby Warranty
- ▶ Standard Colors - White / Tan / Gray



Gaseous Product Line

60 kWe



Application Data

Engine

Manufacturer:	General Motors	Displacement - Cu. In. (lit):	350 (5.70)
Model:	GM 5.7L EPA	Bore - in. (cm) x Stroke - in. (cm):	4.0 (10.2) x 3.5 (8.8)
Type:	4-Cycle	Compression Ratio:	9.4 : 1
Aspiration:	Natural	Rated RPM:	1800
Cylinder Arrangement:	8 Cylinder Vee	Max HP Stby (kWm):	105 (78.3)

Exhaust System

Gas Temp. (Stack): °F (°C)	1,350 (732)
Gas Volume at Stack Temp: CFM (m³/min)	589 (17)
Maximum Allowable Exhaust Restriction: in. H2O (kPa)	40.8 (10.2)

Cooling System

Ambient Capacity of Radiator: °F (°C)	122 (50)
Maximum Allowable Static Pressure on Rad. Exhaust: in. H2O (kPa)	0.5 (0.12)
Water Pump Flow Rate: Gpm (lit/min)	36.6 (138.5)
Heat Rejection to Coolant: BTUM (kW)	3,650 (64.2)
Heat Rejection to CAC: BTUM (kW)	N/A
Heat Radiated to Ambient: BTUM (kW)	854 (14.9)

Air Requirements

Aspirating: CFM (m³/min)	182 (5.20)
Air Flow Required for Rad. Cooled Unit: CFM (m³/min)	7,400 (209)
Air Flow Required for Heat Exchanger/Rem. Rad. CFM (m³/min)	Consult Factory For Remote Cooled Applications

Fuel Consumption

	Natural Gas	LP
At 100% of Power Rating: ft³/hr (m³/hr)	859 (24.3)	363 (10.3)
At 75% of Power Rating: ft³/hr (m³/hr)	725 (20.5)	305 (8.6)
At 50% of Power Rating: ft³/hr (m³/hr)	578 (16.4)	244 (6.9)
Fuel Inlet Size: NPT	1.0"	1.0"

Fluids Capacity

Total Oil System: gal (lit)	1.4 (5.3)
Engine Jacket Water Capacity: gal (lit)	2.0 (7.6)
System Coolant Capacity: gal (lit)	6.0 (22.7)

All calculations based on natural gas fuel.
 Deration Factors: Temperature: Derate 1% Per 10°F Over 77°F Air Inlet Temperature | Altitude: Derate 3% Per 1000ft Over 328ft

Gaseous Product Line

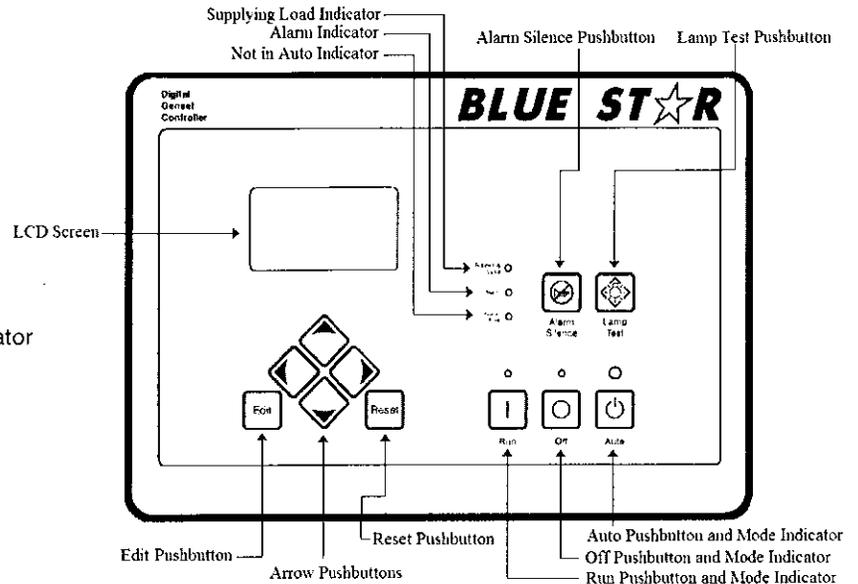
60 kWe



DGC-2020 Control Panel

Standard Features

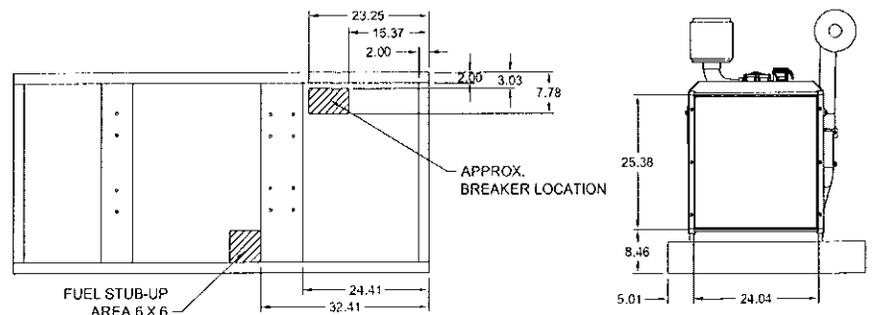
- ▶ Digital Metering
- ▶ Engine Parameters
- ▶ Generator Protection Functions
- ▶ Engine Protection
- ▶ CAN Bus ECU Communications
- ▶ Windows-Based Software
- ▶ Multilingual Capability
- ▶ Remote Communications to RDP-110 Remote Annunciator
- ▶ 16 Programmable Contact Inputs
- ▶ Up to 15 Contact Outputs (7 standard)
- ▶ UL Recognized, CSA Certified, CE Approved
- ▶ Event Recording
- ▶ IP 54 Front Panel Rating with Integrated Gasket
- ▶ NFPA 110 Level 1 Compatible



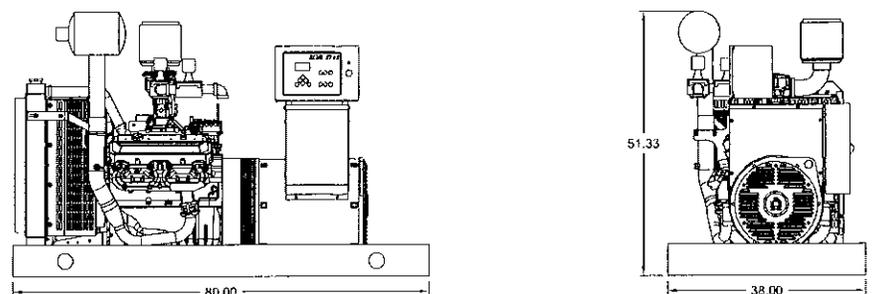
Weights / Dimensions / Sound Data

	L x W x H	Weight lbs
OPU	80 x 38 x 52 in	1650
Level 1	80 x 38 x 60 in	2000
Level 2	80 x 38 x 76 in	2150
Level 3	110 x 38 x 68 in	2350

Height measured from bottom of base to exhaust stack.



	No Load	Full Load
OPU	79 dBA	81 dBA
Level 1	77 dBA	79 dBA
Level 2	76 dBA	78 dBA
Level 3	72 dBA	75 dBA



Drawings based on standard open power 480 volt standby generator. Lengths may vary with other voltages. Subject to change without notice. Sound data as measured at 23 feet (7 meters) in accordance with ISO 8528-10 at standby rating.

Gaseous Product Line

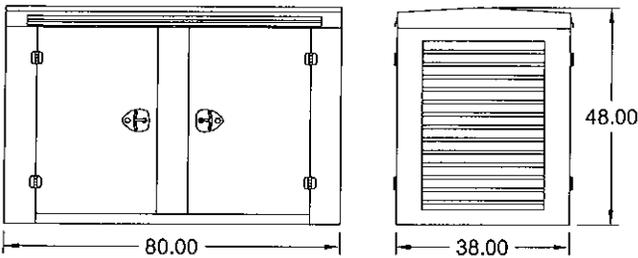
60 kWe

BLUE STAR

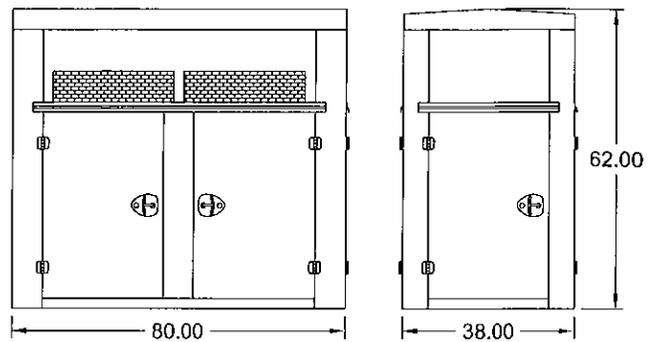
Power Systems Inc.

Optional Enclosures

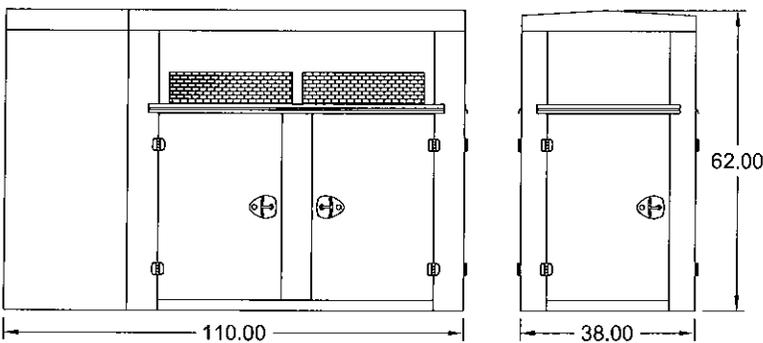
Level 1 Enclosure (WPE)



Level 2 Enclosure (WPF)



Level 3 Enclosure (SAE)



*Level 1 enclosures are 100 MPH Wind Rated as standard (up to 150 MPH available).

**Level 2 & 3 enclosures are 150 MPH Wind Rated as standard.

***Enclosure height does not include unit base or exhaust stack.

*All specification sheet dimensions are represented in inches.

**All enclosures are based on the standard standby unit configuration. Any deviation can change dimensions.

***Level 1 enclosure not UL listed.

Materials and specifications subject to change without notice.

Distributed By:



A USA COMPANY

Blue Star Power Systems, Inc.

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Phone + 1 507 726 2508

www.bluestarps.com

INTERSTATE
POWER SYSTEMS
2501 AMERICAN BLVD. EAST
MINNEAPOLIS, MN 55425 •

Kenneth Merdan
Generator Sales
Mobile: 612-791-7868
Fax: 952-854-4213
kenneth.merdan@istate.com

To: Chris Mickelson, City of Birchwood 10-28-2014

MTU MODEL 60GCNLT1 NATURAL GAS GENERATOR

GENERATOR: 60 kW, 75 kVA, 180 amps, 1800 RPM
VOLTAGE: 120/240v 3 phase
ENGINE: General Motors 5.7 Liter, EPA Tier 1 Certified

Selected Features Included:

Steel Sub Base, Battery Cables, Battery Rack, Flex Fuel Connector,
Oil Drain Extension, Lube Oil and Anti-freeze
Electronic Isochronous Governor + / - .25%
UL2200 Listed, Prototype Tested, Factory Tested
130 Degree Rise Standby Alternator
2 Year / 3,000 Hour Basic Standby Limited Warranty

CONTROL PANEL: Basler DGC-2020 Control Panel

The expanded Digital Genset Controller (DGC-2020) utilizes microprocessor based technology to provide a versatile system for genset control, protection, monitoring and event logging. The DGC-2020 expanded model with standard LCD heater includes touch screen password protected programming capabilities and a standard USB communications port for re-programming and simple loading of software upgrades.

ENCLOSURE: Includes bolt together sheet metal enclosure constructed with 14-gauge material, lockable hinged doors, a fixed storm proof air intake louver and expanded metal air discharge, muffler support brackets and exhaust piping allowing the muffler to be mounted internally.

Accessories: 1.5" Sound Attenuating Foam, approx. 73 dBA at 23 feet

COOLING SYSTEM: Unit Mounted Radiator, 50 Degree Rise

CIRCUIT BREAKER: 200 amps, Mounted and Wired in a NEMA 1 Enclosure

BATTERY: Lead Acid Battery, Acid Resistant Unit Mounted Steel Rack

BLOCK HEATER: 1,800 Watts, Mounted and Wired, Isolation Valve

VIBRATION ISOLATION: Neoprene Vibration Pads

BATTERY CHARGER: 12v, 6 Amps, mounted and wired AC/DC

MUFFLER: Critical Grade Muffler Mounted Inside Enclosure

MISC: One Owner's Manual, Standard Color ANSI Gray

60kW Generator Price \$24,750

ASCO 300 SERIES AUTOMATIC TRANSFER SWITCH

Open Transition, 120/208v, 3 Poles, 200 Amps, NEMA 1 Enclosure

Accessories: In-phase monitor, programmable engine exerciser

Transfer Switch Price \$2025

**For NEMA 3 (outdoor) transfer switch enclosure
with strip heater, add \$580**

- Testing and training by certified technician included in price.
- Freight to jobsite included in price.
- Off-loading of generator by others.
- Any applicable sales tax not included.
- Terms net 30 days on approved credit.
- Quote valid for 30 days.

Print Name: _____

Signature: _____

Date: _____

TERMS AND CONDITIONS GOVERNING YOUR ACCEPTANCE OF THIS QUOTATION AND OUR ACCEPTANCE OF YOUR ORDER

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. Any agreement or other understanding, supplementing or modifying the conditions of the contract resulting from our acceptance of an order will not be mutually binding unless made in writing.

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. We assume no contingent liability for losses sustained by any purchases through the use of any of the products described on the reverse side hereof.

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

GUARANTEE: As outlined by appropriate manufacturer.

GAS ENGINE-GENERATOR SET 60-GC6NLT1

60 kWe / 60 Hz / Standby
208 - 600V



SYSTEM RATINGS

Standby

Voltage (L-L)	240V**	240V**	208V**	240V**	480V**	600V**
Phase	1	1	3	3	3	3
PF	1.0	1.0	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60	60
Natural Gas						
Ratings: Amps	229	229	208	180	90	72
Natural Gas						
Ratings: kW/kVA	55/55	55/55	60/75	60/75	60/75	60/75
LP Gas						
Ratings: Amps	250	250	208	180	90	72
LP Gas						
Ratings: kW/kVA	60/60	60/60	60/75	60/75	60/75	60/75
skVA@30%						
Voltage Dip	127	230	200	200	172	140
Generator Model*	362CSL1606	362CSL1615	361CSL1602	361CSL1602	361CSL1601	361PSL1633
Temp Rise	130 °C/40 °C	130 °C/40 °C	130 °C/40 °C	130 °C/40 °C	130 °C/40 °C	130 °C/40 °C
Connection	12 LEAD ZIG-ZAG	4 LEAD	12 LEAD LOW WYE	12 LEAD HI DELTA	12 LEAD HI WYE	4 LEAD WYE

* The Generator Model Number identified in the table is for standard C Series Configuration. Consult the factory for alternate configuration.

** UL 2200 Offered

CERTIFICATIONS AND STANDARDS

// **Engine-generator set is designed and manufactured in facilities certified to standards ISO 9001:2008 and ISO 14001:2004**

// **Power Rating**

- Accepts Rated Load in One Step Per NFPA 110

// **UL 2200 / CSA - Optional**

- UL 2200 Listed
- CSA Certified

// **Performance Assurance Certification (PAC)**

- Engine-Generator Set Tested to ISO 8528-5 for Transient Response
- Verified product design, quality and performance integrity
- All engine systems are prototype and factory tested

STANDARD FEATURES*

- // MTU Onsite Energy is a single source supplier
- // Global Product Support
- // 2 Year Standard Warranty
- // 5.7 L Engine
 - 5.7 Liter Displacement
 - 4-Cycle
- // Engine-generator resilient mounted
- // Complete Range of Accessories
- // Generator
 - Brushless, Rotating Field Generator
 - 2/3 Pitch Windings
 - 300% Short Circuit Capability with Optional PMG
- // Digital Control Panel(s)
 - UL Recognized, CSA Certified, NFPA 110
 - Complete System Metering
 - LCD Display
- // Cooling System
 - Integral Set-Mounted
 - Engine Driven Fan

STANDARD EQUIPMENT*

// Engine

Air Cleaner
 Oil Pump
 Oil Drain Extension & S/O Valve
 Full Flow Oil Filter
 Jacket Water Pump
 Thermostat
 Blower Fan & Fan Drive
 Radiator - Unit Mounted
 Electric Starting Motor - 12V
 Governor - Electronic Isochronous
 Base - Formed Steel
 SAE Flywheel & Bell Housing
 Charging Alternator - 12V
 Battery Box & Cables
 Flexible Fuel Connectors
 Flexible Exhaust Connection
 EPA Certified Engine

// Generator

NEMA MG1, IEEE and ANSI standards compliance for temperature rise and motor starting
 Self-Ventilated and Drip-Proof
 Superior Voltage Waveform
 Solid State, Volts-per-Hertz Regulator
 $\pm 1\%$ Voltage Regulation No Load to Full Load
 Brushless Alternator with Brushless Pilot Exciter
 4 Pole, Rotating Field

130 °C Maximum Standby Temperature Rise
 1 Bearing, Sealed
 Flexible Coupling
 Full Amortisseur Windings
 125% Rotor Balancing
 3-Phase Voltage Sensing
 100% of Rated Load - One Step
 3% Maximum Harmonic Content

// Digital Control Panel(s)

Digital Metering
 Engine Parameters
 Generator Protection Functions
 Engine Protection
 SAE J1939 Engine ECU Communications
 Windows-Based Software
 Multilingual Capability
 Remote Communications to RDP-110 Remote Annunciator
 16 Programmable Contact Inputs
 Up to 11 Contact Outputs
 UL Recognized, CSA Certified, CE Approved
 Event Recording
 IP 54 Front Panel Rating with Integrated Gasket
 NFPA 110 Compatible

* Represents standard product only. Consult Factory/MTU Onsite Energy Distributor for additional configurations.

APPLICATION DATA

// Engine

Manufacturer	GM
Model	5.7L
Type	4-Cycle
Arrangement	8-V
Displacement: L (in ³)	5.7 (350)
Bore: cm (in)	10.2 (4)
Stroke: cm (in)	8.8 (3.5)
Compression Ratio	9.4:1
Rated RPM	1,800
Engine Governor	Bosch
Maximum Power (NG): kWm (bhp)	78.1 (104.7)
Maximum Power (LP): kWm (bhp)	84.4 (113.2)
Speed Regulation	C/F
Air Cleaner	Dry

// Liquid Capacity (Lubrication)

Total Oil System: L (gal)	4.9 (1.3)
Engine Jacket Water Capacity: L (gal)	8.7 (2.3)
System Coolant Capacity: L (gal)	22.7 (6)

// Electrical

Electric Volts DC	12
Cold Cranking Amps Under -17.8 °C (0 °F)	925

// Fuel Inlet

Fuel Supply Connection Size	1 1/2" NPT
Fuel Supply Pressure: mm H ₂ O (in. H ₂ O)	178-279 (7-11)

// Fuel Consumption (NG-1000 BTU/ft³ / LP-2500 BTU/ft³)

	NG	LPG
At 100% of Power Rating: m ³ /hr (ft ³ /hr)	20.3 (717)	9 (317)
At 75% of Power Rating: m ³ /hr (ft ³ /hr)	15.3 (541)	6.8 (239)
At 50% of Power Rating: m ³ /hr (ft ³ /hr)	10.6 (376)	4.7 (166)

// Cooling - Radiator System

Ambient Capacity of Radiator: °C (°F)	50 (122)
Maximum Restriction of Cooling Air, Intake, and Discharge Side of Rad.: kPa (in. H ₂ O)	0.12 (0.5)
Water Pump Capacity: L/min (gpm)	113.6 (30)
Heat Rejection to Coolant: kW (BTUM)	59.8 (3,400)
Heat Radiated to Ambient: kW (BTUM)	17.5 (993.2)

// Air Requirements

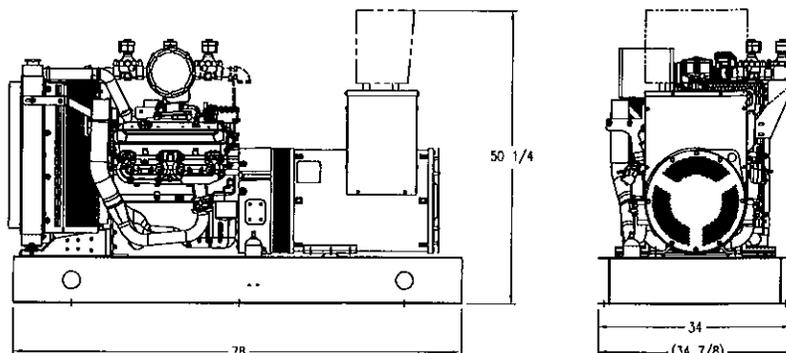
Aspirating: *m ³ /min (SCFM)	5.2 (182.3)
Air Flow Required for Rad.	
Cooled Unit: *m ³ /min (SCFM)	209.4 (7,396)
Remote Cooled Applications; Air Flow Required for Dissipation of Radiated Gen-set Heat For a Max of 25 °F Rise: *m ³ /min (SCFM)	63.4 (2,240)

* Air density = 1.184 kg/m³ (0.0739 lbm/ft³)

// Exhaust System

Gas Temp. (Stack): °C (°F)	704.4 (1,300)
Gas Volume at Stack Temp: m ³ /min (CFM)	16.7 (588.7)
Maximum Allowable Back Pressure: kPa (in. H ₂ O)	10 (40)

WEIGHTS AND DIMENSIONS



Drawing above for illustration purposes only, based on standard open power 480 volt engine-generator set. Lengths may vary with other voltages. Do not use for installation design. See website for unit specific template drawings.

System	Dimensions (L x W x H)	Weight (dry)
OPU	1,981 x 864 x 1,276 mm (78 x 34 x 50.25 in)	658 kg (1,450 lb)

Weights and dimensions are based on open power units and are estimates only. Consult the factory for accurate weights and dimensions for your specific engine-generator set.

SOUND DATA

Unit Type	Standby/Full Load
Level 0: Open Power Unit (dBA)	C/F
WPE - No Sound Attenuation (dBA)	C/F
CQE (dBA)	C/F

Sound data is provided at 7 m (23 ft). Engine-generator set tested in accordance with ISO 8528-10 and with infinite exhaust.

EMISSIONS DATA

Fuel Type	THC (No)	CO
Natural Gas	5.76	19.93
Liquid Propane	7.2	22.08

All units are in g/hp-hr.

Engine meets EPA 40 CFR Part 60/90 specifications.

RATING DEFINITIONS AND CONDITIONS

// Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. No overload capability for this rating. Ratings are in accordance with ISO 3046-1, BS 5514, AS 2789, and DIN 6271.

// Deration Factor:

Altitude: Consult your local MTU Onsite Energy Power Generation Distributor for altitude derations.

Temperature: Consult your local MTU Onsite Energy Power Generation Distributor for temperature derations.

Materials and specifications subject to change without notice.

C/F = Consult Factory/MTU Onsite Energy Distributor

// **Tognum Group Companies: Europe / Middle East / Africa** / MTU Onsite Energy / 88040 Friedrichshafen / Germany / Phone + 49 7541 90 7060 / Fax +49 7541 90 7084 / powergenregion1@mtu-online.com // **Asia / Australia / Pacific** / MTU Onsite Energy / 1, Benoi Place / Singapore 629923 / Republic of Singapore / Phone + 65 6861 5922 / Fax + 65 6861 3615 / powergenregion2@mtu-online.com // **USA / Canada / Latin America / Mexico** / MTU Onsite Energy Corporation / 100 Power Drive / Mankato, Minnesota 56001 / USA / Phone + 1 507 625 7973 / Fax + 1 507 625 2968 / powergenregion3@mtu-online.com

GAS ENGINE-GENERATOR SET

60-GC6NLT1

60 ekW / 60 Hz / Standby
208 - 600V



SYSTEM RATINGS

Standby

Voltage (V)	240V*	240V**	208V**	240V**	480V*	600V**
Phase	1	1	3	3	3	3
PF	1.0	1.0	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60	60
Natural Gas						
Ratings: Amps	230	230	208	180	90	72
Natural Gas						
Ratings: kW/kVA	55/55	55/55	60/75	60/75	60/75	60/75
LP Gas						
Ratings: Amps	250	250	208	180	90	72
LP Gas						
Ratings: kW/kVA	60/60	60/60	60/75	60/75	60/75	60/75
skVA@30%						
Voltage Dip	127	230	150	150	132	138
Generator Model*	362CSL1606	362CSL1615	361CSL1602	361CSL1602	361CSL1601	361PSL1633
Temp Rise	130°C/27°C	130°C/27°C	130°C/27°C	130°C/27°C	130°C/27°C	125°C/40°C
Connection	12 LEAD ZIG-ZAG	4 LEAD	12 LEAD LOW WYE	12 LEAD HI DELTA	12 LEAD HI WYE	4 LEAD WYE

* The Generator Model Number identified in the table is for standard C Series Configuration. Consult the factory for alternate configuration.

** UL2200 Offered

FACTS

- // Engine-Generator Set Tested to ISO 8528-5 for Transient Response
- // UL 2200, CSA Listing Offered
- // Accepts Rated Load in One Step Per NFPA 110, Level 1
- // All engine-generator sets are prototype and factory tested
- // MTU Onsite Energy is a single source supplier
- // Global Product Support
- // 2 Year Standard Warranty
- // Custom Design for Any Application
- // 5.7 L Engine
 - 5.7 Liter Displacement
 - 4-Cycle
- // Integral Vibration Isolators
- // Complete Range of Accessories
- // Permanent Magnet Generator (PMG) - Optional
 - Brushless, Rotating Field
 - 300% Short Circuit Capability
 - 2/3 Pitch Windings
- // Digital Control Panel(s)
 - UL Recognized, cULus, NFPA 110
 - Complete System Metering
 - LCD Display
- // Cooling System
 - Integral Set-mounted
 - Engine Driven Fan

STANDARD EQUIPMENT

// Engine

Air Cleaner
 Oil Pump
 Full Flow Oil Filter
 Jacket Water Pump
 Thermostat
 Exhaust Manifold - Dry
 Blower Fan & Fan Drive
 Radiator - Unit Mounted
 Electric Starting Motor - 12V
 Governor - Electric Isochronous
 Base - Formed Steel
 SAE Flywheel & Bell Housing
 Charging Alternator - 12V
 Battery Box & Cables
 Flexible Fuel Connectors
 Flexible Exhaust Connection
 EPA Certified Engine

// Generator

NEMA MG1, IEEE and ANSI standards compliance for temperature rise and motor starting
 Sustained short circuit current of up to 300% of the rated current for up to 10 seconds
 Self-Ventilated and Drip-Proof
 Superior Voltage Waveform
 Digital, Solid State, Volts-per-Hertz Regulator
 No Load to Full Load Regulation
 Brushless Alternator with Brushless Pilot Exciter
 4 Pole, Rotating Field
 130°C Standby Temperature Rise
 1 Bearing, Sealed
 Flexible Coupling
 Full Amortisseur Windings
 125% Rotor Balancing
 3-Phase Voltage Sensing
 ±1% Voltage Regulation
 100% of Rated Load - One Step
 3% Maximum Harmonic Content

// Digital Control Panel(s)

Digital Metering
 Engine Parameters
 Generator Protection Functions
 Engine Protection
 SAE J1939 Engine ECU Communications
 Windows-Based Software
 Multilingual Capability
 Remote Communications to our RDP-110 Remote Annunciator
 16 Programmable Contact Inputs
 7 Contact Outputs
 UL Recognized,  us, CE Approved
 Event Recording
 IP 54 Front Panel Rating with Integrated Gasket
 NFPA110 Level Compatible

APPLICATION DATA

// Engine

Manufacturer	GM
Model	5.7L
Type	4-Cycle
Arrangement	8-V
Displacement: Cu In (lit)	350 (5.7)
Bore: in (cm)	4 (10.2)
Stroke: in (cm)	3.5 (8.8)
Compression Ratio	9.4:1
Rated RPM	1,800
Engine Governor	Bosch
Max Power: Standby: bhp (kWm)	88 (66)
Speed Regulation	±1%
Frequency	60 Hz
Air Cleaner	Dry

// Liquid Capacity (Lubrication)

Total Oil System: gal (lit)	1.2 (4.71)
Engine Jacket Water Capacity: gal (lit)	1.95 (7.8)
System Coolant Capacity: gal (lit)	6.02 (24.1)

// Electrical

Electric Volts DC	12
Cold Cranking Amps Under 0°F (-17.8°C)	600

// Fuel Inlet

Fuel Supply Connection Size	1 1/2" NPT
Fuel Supply Pressure: in. H ₂ O (mm H ₂ O)	7-11 (178-279)

// Fuel Consumption (NG-1000 BTU/ft³ / LP-2500 BTU/ft³)

	NG	LPG
At 100% of Power Rating: ft ³ /hr (m ³ /hr)	C/F	C/F
At 75% of Power Rating: ft ³ /hr (m ³ /hr)	C/F	C/F
At 50% of Power Rating: ft ³ /hr (m ³ /hr)	C/F	C/F

// Cooling - Radiator System

Ambient Capacity of Radiator: °F (°C)	122 (50)
Max. Restriction of Cooling Air, Intake, and Discharge Side of Rad.: in. H ₂ O (kPa)	0.5 (0.12)
Water Pump Capacity: gpm (lit/min)	30.5 (117)
Heat Rejection to Coolant: BTUM (kW)	3,650 (64.1)
Heat Radiated to Ambient: BTUM (kW)	C/F

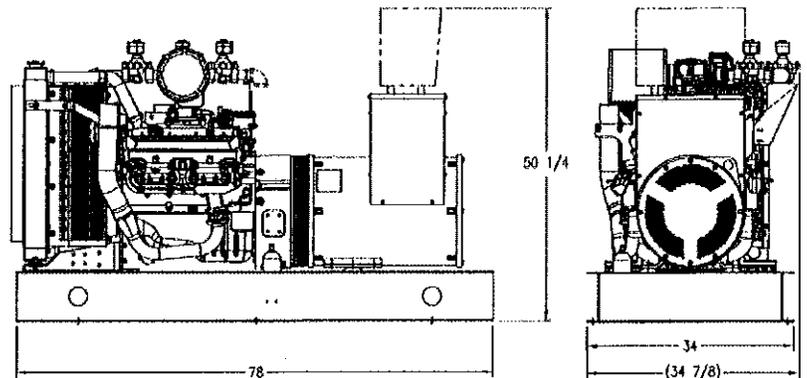
// Air Requirements

Aspirating: *SCFM (m ³ /min)	180 (5.1)
Air Flow Required for Rad.	
Cooled Unit: *SCFM (m ³ /min)	8,000 (226.5)
Air Flow Required for Heat Exchanger/Remote Rad. based on 25°F Rise: CFM (m ³ /min)	6,414 (182)

* Air density = 0.0739 lbm/ft³ (1.184 kg/m³)**// Exhaust System**

Gas Temp. (Stack): °F (°C)	1,200 (649)
Gas Volume at Stack Temp: CFM (m ³ /min)	558 (15.8)
Maximum Allowable Back Pressure: in. H ₂ O (kPa)	40.8 (10.2)

WEIGHTS AND DIMENSIONS



Drawing above for illustration purposes only, based on standard open power 480 volt generator. Lengths may vary with other voltages. Do not use for installation design.

System	Dimensions (LxWxH)	Weight (dry)
OPU	78 x 34 x 49.9 in (1,980 x 860 x 1,110 mm)	1,366 lb (620 kg)

Weights and dimensions are based on open power units and are estimates only. Consult the factory for accurate weights and dimensions for your specific generator set.

SOUND DATA

Unit Type	Standby Full Load	Standby No Load
OPU w/Critical Grade Muffler (dBA)	88	81.3
Sound Attenuated Enclosure (dBA)	80	73.3

Measurements for sound data are taken at 23 ft (7m).

EMISSIONS DATA

Fuel Type	THC No.	CO
Natural Gas	C/F	C/F
Liquid Propane	C/F	C/F

**All units are in g/hp-hr.
Engine meets 40CFR60/90 Specifications.**

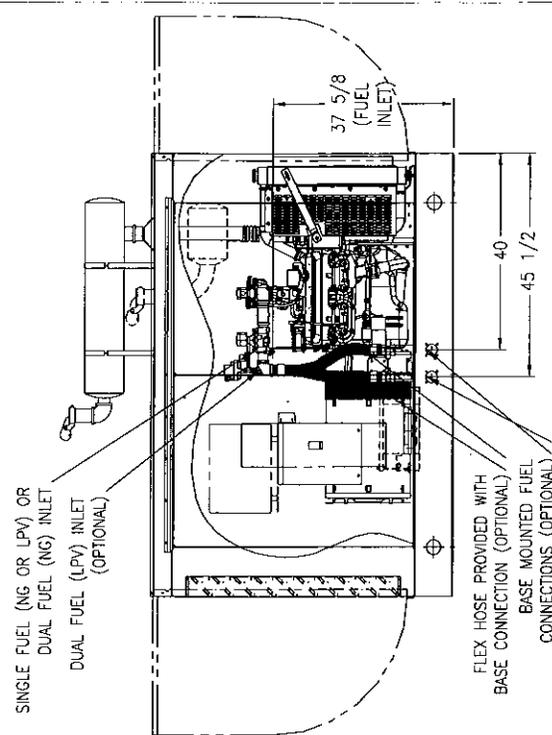
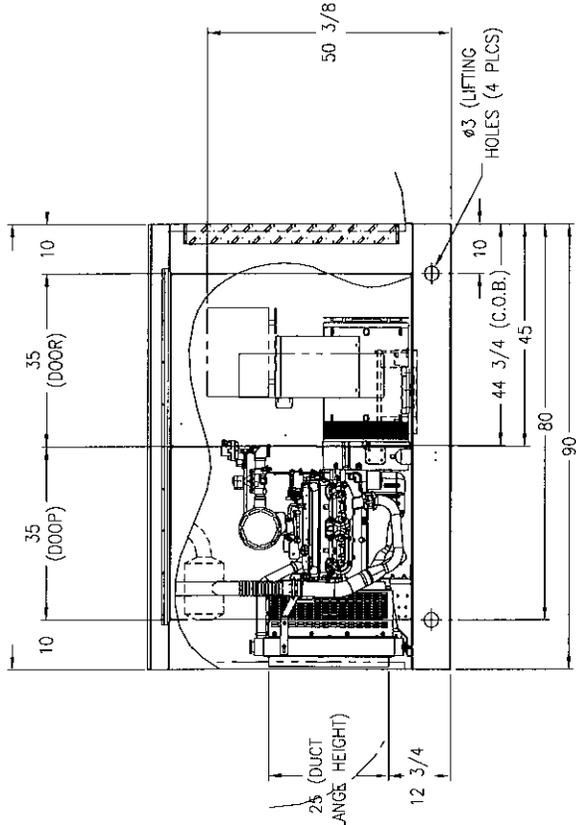
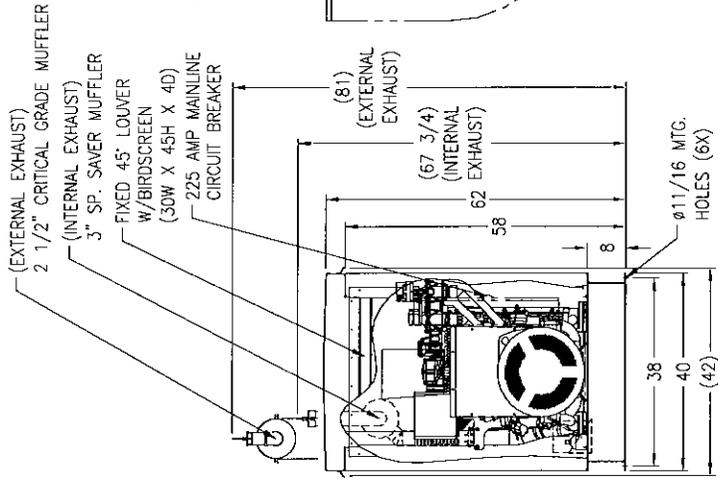
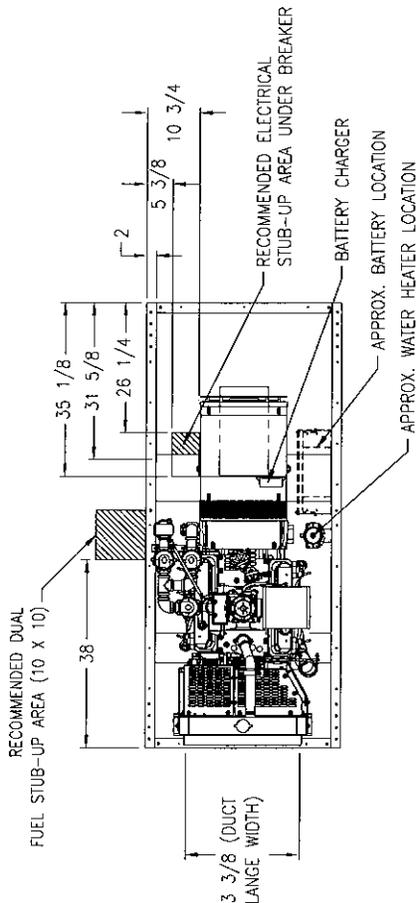
RATING DEFINITIONS AND CONDITIONS

- // Ambient capability factor at 984 ft (300 m). Consult your local MTU Onsite Energy Power Generation Distributor for other altitudes.
- // Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. No overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271.
- // Prime power ratings apply to installations where utility power is unavailable or unreliable. At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528/1, overload power in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271. For limited running time and base load ratings, consult the factory.
- // Deration Factor:
 - Altitude:** 3% per 1,000 ft (305 m) above 328 ft (100 m).
 - Temperature:** 1% per 10°F (5.5°C) above 77°F (25°C).

Materials and specifications subject to change without notice.

DWG. # 60JGC6NLT1(5.7)WPF-MI

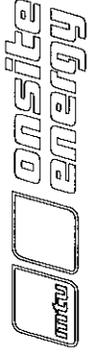
1. HOUSING, SCOOPS, & EXHAUST SYSTEM NOT SHOWN IN TOP VIEW
2. FUEL INLET CONNECTION SIZE: 1.50 NPT
3. APPROX. UNIT WEIGHT
DRY: 2,130#
WET: 2,190#



DRAWING TOLERANCES: ±1/4"
EXCEPT BASE MTG. HOLES: ±1/8"

DIMENSIONAL LAYOUT	
DRAWN TO SCALE	MODEL: 60JGC6NLT1
ALL DIMENSIONS ARE IN INCHES	DATE: 2-27-09
	DRAWN BY: KAP

GEN-SET INFORMATION	
ENGINE: GM 5.7L	ENCLOSURE: 95504
GENERATOR: 361 PSL	BREAKER: 225 AMP
RADIATOR: W/ ENG.	TANK: NA
DUCT FLANGE: 105-1401	MUFFLER: SEE DRAWING
CONTROL PANEL: AS SPECIFIED	TRAILER: NA
BASE: 105-8020	ISOLATORS: PAUS



NO PARTS OR MATERIALS OF THIS UNIT SHALL BE REPAIRED OR MAINTAINED BY ANY OTHER COMPANY OR INDIVIDUAL EXCEPT AS SPECIFIED IN THIS DRAWING.

REVISION	DATE	REVISION DESCRIPTION	INITIALS
C	12-15-09	UPDATED TEMPLATE WITH NEW HOUSING AND BASE	JTG
B	10-26-09	UPDATED FUEL SYSTEM	MTH
A	2-27-09	INITIAL RELEASE TO SALES AND ENGINEERING	KAP


PRO-SPEC Power System Sizing and Specification

Project 1

Model: MTU 8V0071 GS60

Sizing: Recommended

Sizing Prepared By:

Kenneth Merdan
 Generator Sales
 2501 American Blvd E
 Minneapolis, MN 55425
 United States of America

Customer Contact:**Project Overview**

Voltage	120/240V	Fuel Type	Natural Gas
Frequency	60 Hz	Rating Type	Standby
Phase	Three Phase	Site Altitude	100 m (328 ft)
Temperature Rise	130°C	Ambient Temperature	25°C (77°F)
Product Type	Standard	Permitted Back Pressure	50 mbar (20.1 in. H ₂ O)

Load Analysis Summary

Peak kVA	170.9	Running kVA	22.1
Peak kW	53	Running kW^[6]	19.8
		Running PF	0.89

Generator Set Details

Generator Set Model	MTU 8V0071 GS60 (Qty 1)	Nameplate kW Rating	60
Engine Model	GM 5.7L NG	Rated P.F.	0.8
Alternator Model	362CSL1604 w/ PMG	Site kW Rating^[7]	60

Block Load Transient Response^[3]**Alternator Motor Starting^[2]**

Load Change	FDip	VDip	Recovery Times	VDip	SkVA
0-25 %	3.1%	6.4%	0.6s	10%	79
0-50 %	6.2%	13.4%	1s	20%	159
0-75 %	8.9%	18.8%	1.2s	30%	238
0-100 %	11%	20.3%	1.5s	35%	278

Technical Data at 100% Nameplate Rated Load^[1]

Make	General Motors	Governor	Electronic Isochronous (Bosch)
Model	MTU 8V0071 GS60	Cooling Pkg Ambient Rating	50°C (122°F)
Aspiration	Naturally Aspirated	Cooling Pkg Airflow	209 m ³ /min (7395 ft ³ /min)
Cylinder Configuration	8-V	Heat Rejection to Coolant	60 kW (3401 BTU/min)
Displacement	5.7 L (348 in ³)	Heat Rejection to CAC	NA ^[4]
Rated RPM	1,800	Heat Rejection to Fuel	NA ^[4]
Fuel Consumption	20.3 m ³ /hr (717 ft ³ /hr)	Heat Radiated to Ambient	18 kW (995 BTU/min)
Aspiration Airflow	5 m ³ /min (184 ft ³ /min)	Exhaust Stack Temperature	704°C (1300°F)
Exhaust Certification	EPA Tier 1	Exhaust Flow Rate	17 m ³ /min (590 ft ³ /min)

1. Based on standard conditions of 77 °F, 1000 ft. altitude, 0.5" H₂O intake restriction. Exhaust Flow Rate is evaluated using Stack Temperature.

2. Based on instantaneous voltage dip as defined per NEMA MG-1.

3. Recovery time is based on steady state recovery of voltage. This information is based on average performance, and should not be considered a guarantee. Results may vary based on production tolerances and site conditions. Consult MTU OE for further information regarding transients.

4. NA = Not Applicable 5. CF = Consult Factory 6. The average running load on diesel engines should not be less than 30% of rated power.

7. Site kW Rating is the maximum sustainable kW at the project site conditions. Note that the Starting kW can be higher.

Disclaimer/Explanation: All information provided in this program is provided for information purposes only and does not constitute a legal contract between MTU Onsite Energy and any person(s) or entity unless otherwise specified.

10/28/2014



Power SPEC™ Power System Sizing and Specification

Project 1

Model: MTU 12V000A6G560

SP100 Recommended

Project Overview

Voltage	120/240V	Fuel Type	Natural Gas
Frequency	60 Hz	Rating Type	Standby
Phase	Three Phase	Site Altitude	100 m (328 ft)
Temperature Rise	130°C	Ambient Temperature	25°C (77°F)
		Permitted Back Pressure	50 mbar (20.1 in. H ₂ O)

Step	Load Description	Qty	SkW	SkVA	SPF	RkW	RkVA	RPF	VDIP ⁽³⁾	FDIP ⁽³⁾
1	Miscellaneous Permitted V-Dip: 30% Non-linear: No	1	3	3	1	3	3	1	1.6%	0.6%
	1 Loads Total		3	3	1	3	3	1		
	Project Total at 1		3	3		3	3	1		
2	20 hp pump Permitted V-Dip: 30% Non-linear: No Starting Method: Across the line 100% HP: 20	1	49.98	170	0.29	16.8	19.5	0.86	29.6%	9.7%
	2 Loads Total		49.98	170	0.29	16.8	19.5	0.86		
	Project Total at 2		52.98	170.91		19.8	22.1	0.89		

As of 11/07/2014
Fiscal Year:2014

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$568,328.07	\$207,126.69	\$330,530.50	\$444,924.26
Special Rev Projects	\$11,477.21	\$3,690.84	\$299.40	\$14,868.65
Spec Rev - Warm House	\$0.00	\$962.43	\$962.43	\$0.00
Sewer 2004 Bonds	\$30,184.92	\$0.00	\$27,780.07	\$2,404.85
Birchwood In Re-hab Bond	\$745.04	\$0.00	\$183.00	\$562.04
Sewer Re-hab 2008 Debt	\$2,499.10	\$590.44	\$2,930.09	\$159.45
Cap Project - PW	\$5,726.27	\$40,739.44	\$42,706.80	\$3,758.91
Water Enterprise Fund	\$23,834.51	\$57,401.80	\$82,096.78	(\$860.47)
Sewer Enterprise Fund	\$40,829.33	\$98,856.97	\$75,001.23	\$64,685.07
Sewer Infrastructure	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Total	\$713,624.45	\$409,368.61	\$562,490.30	\$560,502.76

Fund Name: All Funds
Date Range: 10/10/2014 to 11/07/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
10/14/2014	Payroll Period Ending 10/14/2014		28482	\$1,834.52	100-41400-100	\$1,834.52
10/16/2014	City of White Bear Lake	Utility Billing	28483	\$10,482.54	601-43180-305	\$10,482.54
10/23/2014	Payroll Period Ending 10/23/2014		28484	\$274.74	100-41400-100	\$274.74
10/24/2014	Payroll Period Ending 10/24/2014		28485	\$1,502.63	100-41400-100	\$1,502.63
11/04/2014	Simmons, Mary Sue	Reimbursement for General Election Judge's Lunch	28486	\$41.35	100-41410-810	\$41.35
11/04/2014	Sternal, Ronald	Reimbursement for General Election Judge's Food	28487	\$49.90	100-41410-810	\$49.90
11/05/2014	Meissner, Pam	Election Judge Wages - 2014	28488	\$315.00	100-41410-100	\$315.00
11/05/2014	Engebretson, Charlene	Election Judge Wages - 2014	28489	\$175.00	100-41410-100	\$175.00
11/05/2014	Moore, Linda	Election Judge Wages - 2014	28490	\$180.00	100-41410-100	\$180.00
11/05/2014	Mitchell, Sharilyn	Election Judge Wages - 2014	28491	\$180.00	100-41410-100	\$180.00
11/05/2014	Westin, Margaret	Election Judge Wages - 2014	28492	\$335.00	100-41410-100	\$335.00
11/05/2014	Anderson, Alice	Election Judge Wages - 2014	28493	\$210.00	100-41410-100	\$210.00
11/05/2014	Sternal, Ronald	Election Judge Wages - 2014	28494	\$487.50	100-41410-100	\$487.50
11/05/2014	Oakins, Gary	Election Judge Wages - 2014	28496	\$185.00	100-41410-100	\$185.00
11/05/2014	Simmons, Mary Sue	Election Judge Wages - 2014	28497	\$150.00	100-41410-100	\$150.00
11/06/2014	Ronnan, Kenny	Oct 2014 (2.5 Hours)	28498	\$56.25	100-41950-305	\$56.25
11/06/2014	Boiler Exxperts, LLC	A/C Tune Up & registers - materials only	28499	\$302.00	100-41940-300	\$302.00
11/06/2014	C. Mogren Inc.	REplace Village Hall Sidewalk	28500	\$6,500.00	401-41940-520	\$6,500.00
11/06/2014	Connelly Industrial Electronics	Lift Station	28550	\$296.20	605-43190-530	\$296.20
11/06/2014	TSE, INC	City Hall Cleaning 10/02/14	28551	\$21.00	100-41940-305	\$21.00
11/06/2014	City of White Bear Lake	Lift Station Inspections Sept 2014	28552	\$1,549.40	601-43180-305	\$1,549.40

City of Birchwood Village

Disbursements Register

11/07/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
11/06/2014	On-Site Sanitation Inc	Rental Monthly Unit - October 2014 - Tennis Court/Tighe	28553	\$184.58	100-45200-305	\$92.29
					100-45200-305	\$92.29
11/06/2014	City of White Bear Lake	Fire Services Contract - October 2014	28554	\$1,496.25	100-42200-305	\$1,496.25
11/06/2014	HD Supply Waterworks, Ltd	Misc. Tools/Parts per Manship	28555	\$575.94	601-43180-220	\$575.94
11/06/2014	Press Publications	2015 SAmple Ballot	28556	\$148.50	100-41130-351	\$148.50
11/06/2014	Press Publications	2015 Notice of Election	28557	\$118.80	100-41130-351	\$118.80
11/06/2014	Wingfield, Mary	Reimbursement for Stamps	28558	\$207.76	100-41430-810	\$207.76
11/06/2014	Gopher State One Call	Locates - October 2014 (21 emails)	28559	\$30.45	601-42805-305	\$30.45
11/06/2014	Companion Animal Control LLC	Animal Control - September/October 2014	28560	\$100.00	100-42810-305	\$100.00
11/06/2014	Manship Plumbing & Heating Inc	Locates/Hydrant Flushing/October 2014 Standby	28561	\$3,050.00	601-43180-305	\$3,050.00
11/06/2014	Manship Plumbing & Heating Inc	Water Shut Offs and Drain System	28562	\$240.00	601-43180-305	\$240.00
11/06/2014	Press Publications	Summary of Ord 2014-08 and Accuracy Test Publication	28563	\$133.65	100-41130-351	\$133.65
11/06/2014	Tennis Sanitation, LLC	Recycling contract	28564	\$1,656.00	100-44100-305	\$1,656.00
11/06/2014	City of White Bear Lake	September Planning, Zoning and Building Inspection Fees	28565	\$529.00	100-41910-305	\$103.00
					100-42401-305	\$426.00
11/06/2014	TSE, INC	City Hall Cleaning 10/16/14	28568	\$21.00	100-41940-305	\$21.00
11/06/2014	MN Dept of Labor and Industry	Mn Bldg Permit Surcharge 3rd Qtr 2014	28570	\$133.87	100-42401-430	\$133.87
11/06/2014	TSE, INC	City Hall Cleaning 10/30/14	28572	\$21.00	100-41940-305	\$21.00
11/06/2014	PERA	Staff Retirement 10/24/2014 EFT	EFT102414	\$264.60	100-41400-121	\$264.60
11/06/2014	PERA	Staff Retirement 10/10/2014 EFT	EFT102714	\$264.60	100-41400-121	\$264.60
11/06/2014	Xcel Energy	Electric for Lift Stations	EFT11.6.14	\$569.23	605-43190-381	\$569.23
11/06/2014	4M Fund	Bank Service Charges - Stop Payment	EFT11614	\$70.00	100-41500-620	\$70.00
11/06/2014	Xcel Energy	Electric for Street Lights October 2014	EFT1162014	\$1,238.97	100-43160-380	\$1,238.97

City of Birchwood Village

Disbursements Register

11/07/2014

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
11/07/2014	Metropolitan Council Env. Service	Wastewater Service November 2014	28573	\$3,701.31	605-43190-217	\$3,701.31
11/07/2014	KEJ Enterprises	Leaf Collection/Mowing/Be ach, Ice Rink, Tennis Court Clean-Up	28574	\$12,203.75	100-43110-305	\$11,056.25
					100-45010-305	\$270.00
					100-45200-305	\$877.50
11/07/2014	Payroll Period Ending 11/07/2014		28575	\$1,834.52	100-41400-100	\$1,834.52
11/07/2014	PERA	Staff Retirement 11/7/2014 EFT	EFT110714	\$264.60	100-41400-121	\$264.60
Total For Period				\$54,186.41		
Total Year To Date				\$562,490.30		

Fund Name: All Funds
Date Range: 10/10/2014 to 11/07/2014

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
10/14/2014	Residents - via St Anthony Village	U/B 10/14/2014	1337	\$2,363.55	601-34110	\$967.12
					601-34160	\$5.57
					601-34170	\$22.68
					605-34160	\$4.45
					605-34190	\$1,363.73
10/16/2014	Hullsiek, William	Building Permit	1329	\$116.25	100-32210	\$116.25
10/16/2014	Custom Carpentry, Remodeling	Building Permit 712 Hall Ave	1330	\$158.25	100-32210	\$158.25
10/16/2014	Residents - via St Anthony Village	U/B 10/16/2014	1338	\$1,438.84	601-34110	\$500.23
					601-34160	\$7.62
					601-34170	\$21.89
					605-34160	\$18.31
					605-34190	\$890.79
10/21/2014	LMCIT	Insurance Premium Refund	1331	\$15.00	100-36240	\$15.00
10/21/2014	Lakewoods Remodeling, Inc.	Steve Newman Roof Permit	1332	\$102.25	100-32210	\$102.25
10/22/2014	Residents - via St Anthony Village	U/B 10/22/2014	1339	\$1,492.76	100-32250	\$25.00
					601-34110	\$559.84
					601-34160	\$16.27
					601-34170	\$13.23
					601-36140	\$25.00
					605-34160	\$36.03
					605-34190	\$817.39
10/23/2014	Anderson, Mark	Zoning permit, Dog License	1333	\$40.00	100-32210	\$30.00
					100-32240	\$10.00
10/30/2014	Residents - via St Anthony Village	U/B 10/30/2014	1340	\$1,648.69	601-34110	\$525.39
					601-34160	\$33.59
					601-34170	\$20.67
					605-34160	\$61.92
					605-34190	\$1,007.12
Total For Period				\$7,375.59		
Total Year To Date				\$409,368.61		

As of 12/31/2014

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$326,299.00	\$183,543.50	(\$142,755.50)
Total Acct 310	\$326,299.00	\$183,543.50	(\$142,755.50)
Business Licenses and Permits	\$0.00	\$711.93	\$711.93
Total Acct 321	\$0.00	\$711.93	\$711.93
Building Permits	\$0.00	\$6,664.24	\$6,664.24
Dog Licenses	\$0.00	\$405.00	\$405.00
Spring Leaf Collection	\$0.00	\$1,882.55	\$1,882.55
Dock/Lift Permit Fee	\$0.00	\$1,085.66	\$1,085.66
Total Acct 322	\$0.00	\$10,037.45	\$10,037.45
State Grants and Aids	\$0.00	\$119.00	\$119.00
Total Acct 334	\$0.00	\$119.00	\$119.00
Recycle Grant	\$0.00	\$1,500.00	\$1,500.00
Cable Comm. Grant	\$0.00	\$6,205.14	\$6,205.14
Total Acct 336	\$0.00	\$7,705.14	\$7,705.14
City Hall and Garage Rent	\$0.00	\$58.00	\$58.00
Water Fee	\$0.00	\$131.27	\$131.27
Total Acct 341	\$0.00	\$189.27	\$189.27
Fines	\$0.00	\$729.95	\$729.95
Total Acct 351	\$0.00	\$729.95	\$729.95
Miscellaneous	\$0.00	\$223.38	\$223.38
Total Acct 361	\$0.00	\$223.38	\$223.38
Interest Earnings	\$0.00	\$151.99	\$151.99
Zoning Permits	\$0.00	\$206.00	\$206.00
Contrib. and Donations-Private	\$0.00	\$620.00	\$620.00
Refund-Reimbursemnt-Dividend	\$0.00	\$2,889.08	\$2,889.08
Total Acct 362	\$0.00	\$3,867.07	\$3,867.07
Total Revenues	\$326,299.00	\$207,126.69	(\$119,172.31)
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
GENERAL GOVERNMENT	\$0.00	\$0.40	(\$0.40)
Total Acct 410	\$0.00	\$0.40	(\$0.40)
Publishing	\$2,080.00	\$1,050.39	\$1,029.61
Total Acct 411	\$2,080.00	\$1,050.39	\$1,029.61
City Council	\$4,200.00	\$954.90	\$3,245.10
Total Acct 413	\$4,200.00	\$954.90	\$3,245.10
Clerk - Treasurer	\$70,000.00	\$72,514.42	(\$2,514.42)

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

11/07/2014

Elections	\$4,650.00	\$2,870.87	\$1,779.13
Office Operations/Supplies	\$3,175.00	\$1,795.02	\$1,379.98
Postage/Postal Permits	\$650.00	\$1,269.10	(\$619.10)
Total Acct 414	\$78,475.00	\$78,449.41	\$25.59
Financial Administration	\$400.00	\$370.00	\$30.00
Accounting	\$2,000.00	\$0.00	\$2,000.00
Assessing	\$5,450.00	\$5,490.71	(\$40.71)
Insurance - employee	\$0.00	\$515.00	(\$515.00)
Total Acct 415	\$7,850.00	\$6,375.71	\$1,474.29
Legal Services	\$7,000.00	\$360.00	\$6,640.00
Engineer Service	\$7,000.00	\$4,686.45	\$2,313.55
Total Acct 416	\$14,000.00	\$5,046.45	\$8,953.55
Per Diem	\$600.00	\$475.00	\$125.00
Total Acct 418	\$600.00	\$475.00	\$125.00
Grants	\$0.00	\$1,788.00	(\$1,788.00)
Planning and Zoning	\$200.00	\$1,631.00	(\$1,431.00)
City Training and Development	\$3,163.00	\$0.00	\$3,163.00
City Hall-Gov't Buildings	\$9,000.00	\$5,795.11	\$3,204.89
City Insurance	\$8,190.00	\$7,037.00	\$1,153.00
Cable Eqpmt and Service	\$0.00	\$1,950.94	(\$1,950.94)
Phone/IT	\$0.00	\$4,940.06	(\$4,940.06)
Newsletter	\$125.00	\$0.00	\$125.00
Total Acct 419	\$20,678.00	\$23,142.11	(\$2,464.11)
Police	\$48,000.00	\$23,255.48	\$24,744.52
Total Acct 421	\$48,000.00	\$23,255.48	\$24,744.52
Fire	\$21,000.00	\$13,466.25	\$7,533.75
Total Acct 422	\$21,000.00	\$13,466.25	\$7,533.75
Building Inspection	\$8,100.00	\$4,236.22	\$3,863.78
Total Acct 424	\$8,100.00	\$4,236.22	\$3,863.78
Other Protection	\$100.00	\$0.00	\$100.00
Animal Control	\$600.00	\$1,019.19	(\$419.19)
Total Acct 428	\$700.00	\$1,019.19	(\$319.19)
Streets and Road Mntnc	\$6,000.00	\$316.80	\$5,683.20
Leaf Pick-Up	\$0.00	\$13,191.25	(\$13,191.25)
Seal Coat project	\$0.00	\$48,080.16	(\$48,080.16)
Street Sweeping	\$4,000.00	\$1,700.00	\$2,300.00
Ice and Snow Removal	\$16,000.00	\$18,136.34	(\$2,136.34)
Tree Removal	\$5,000.00	\$2,740.00	\$2,260.00
Weed Control	\$0.00	\$37.72	(\$37.72)
Utility - Drain Structure Care	\$2,000.00	\$0.00	\$2,000.00
Street Lights	\$15,000.00	\$13,879.62	\$1,120.38
Sewer Utility	\$0.00	\$499.98	(\$499.98)
Total Acct 431	\$48,000.00	\$98,581.87	(\$50,581.87)
Recycle	\$10,000.00	\$6,624.00	\$3,376.00
Total Acct 433	\$10,000.00	\$6,624.00	\$3,376.00
Sanitation - Recycling	\$0.00	\$3,312.00	(\$3,312.00)
Total Acct 441	\$0.00	\$3,312.00	(\$3,312.00)
Lawn Care/Mntnc	\$13,000.00	\$5,671.06	\$7,328.94
Total Acct 450	\$13,000.00	\$5,671.06	\$7,328.94

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

11/07/2014

Recreation	\$1,700.00	\$1,700.00	\$0.00
Total Acct 451	\$1,700.00	\$1,700.00	\$0.00
Parks	\$16,000.00	\$13,054.61	\$2,945.39
Total Acct 452	\$16,000.00	\$13,054.61	\$2,945.39
CONSERVATION - NATURAL RESOURC	\$1,916.00	\$1,915.78	\$0.22
Total Acct 461	\$1,916.00	\$1,915.78	\$0.22
Unallocated Expenditures	\$0.00	\$1,460.23	(\$1,460.23)
Total Acct 492	\$0.00	\$1,460.23	(\$1,460.23)
Total Disbursements	\$296,299.00	\$289,791.06	\$6,507.94
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$40,739.44	
Beginning Cash Balance		\$568,328.07	
Cash Balance as of 12/31/2014		\$444,924.26	

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

11/07/2014

As of 12/31/2014

Special Rev Projects	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$3,455.84	\$3,455.84
Zoning App Fee	\$0.00	\$200.00	\$200.00
Total Acct 322	\$0.00	\$3,655.84	\$3,655.84
 MISCELLANEOUS REVENUES	 \$0.00	 \$35.00	 \$35.00
Total Acct 362	\$0.00	\$35.00	\$35.00
 Total Revenues	 \$0.00	 \$3,690.84	 \$3,690.84
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
MISCELLANEOUS	\$0.00	\$35.00	(\$35.00)
Total Acct 490	\$0.00	\$35.00	(\$35.00)
 Unallocated Expenditures	 \$0.00	 \$264.40	 (\$264.40)
Total Acct 492	\$0.00	\$264.40	(\$264.40)
 Total Disbursements	 \$0.00	 \$299.40	 (\$299.40)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
 Beginning Cash Balance		 \$11,477.21	
 Cash Balance as of 12/31/2014		 \$14,868.65	

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

11/07/2014

As of 12/31/2014

Spec Rev - Warm House	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
MISCELLANEOUS REVENUES	\$0.00	\$412.43	\$412.43
Contrib. and Donations-Private	\$0.00	\$550.00	\$550.00
Total Acct 362	\$0.00	\$962.43	\$962.43
Total Revenues	\$0.00	\$962.43	\$962.43
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Unallocated Expenditures	\$0.00	\$962.43	(\$962.43)
Total Acct 492	\$0.00	\$962.43	(\$962.43)
Total Disbursements	\$0.00	\$962.43	(\$962.43)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2014		\$0.00	

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

11/07/2014

As of 12/31/2014

Sewer 2004 Bonds

	<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:			
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Bond Payment	\$0.00	\$27,765.07	(\$27,765.07)
Total Acct 471	\$0.00	\$27,765.07	(\$27,765.07)
Total Disbursements	\$0.00	\$27,780.07	(\$27,780.07)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$30,184.92	
Cash Balance as of 12/31/2014		\$2,404.85	

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

11/07/2014

As of 12/31/2014

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:			
Assessing	\$0.00	\$183.00	(\$183.00)
Total Acct 415	\$0.00	\$183.00	(\$183.00)
Total Disbursements	\$0.00	\$183.00	(\$183.00)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$745.04	
Cash Balance as of 12/31/2014		\$562.04	

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

11/07/2014

As of 12/31/2014

Sewer Re-hab 2008 Debt

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A and B	\$0.00	\$590.44	\$590.44
Total Acct 361	\$0.00	\$590.44	\$590.44
Total Revenues	\$0.00	\$590.44	\$590.44
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$243.00	(\$243.00)
Total Acct 415	\$0.00	\$243.00	(\$243.00)
DEBT SERVICE	\$0.00	\$2,687.09	(\$2,687.09)
Total Acct 470	\$0.00	\$2,687.09	(\$2,687.09)
Total Disbursements	\$0.00	\$2,930.09	(\$2,930.09)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$2,499.10	
Cash Balance as of 12/31/2014		\$159.45	

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

11/07/2014

As of 12/31/2014

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		\$40,739.44	
Disbursements:			
City Hall-Gov't Buildings	\$0.00	\$6,500.00	(\$6,500.00)
Total Acct 419	\$0.00	\$6,500.00	(\$6,500.00)
Streets and Road Mntnc	\$0.00	\$36,206.80	(\$36,206.80)
Total Acct 431	\$0.00	\$36,206.80	(\$36,206.80)
Total Disbursements	\$0.00	\$42,706.80	(\$42,706.80)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$5,726.27	
Cash Balance as of 12/31/2014		\$3,758.91	

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

11/07/2014

As of 12/31/2014

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$54,796.38	\$54,796.38
Penalty - Late Water/Sewer	\$0.00	\$249.43	\$249.43
State and Misc fees	\$0.00	\$1,982.26	\$1,982.26
Total Acct 341	\$0.00	\$57,028.07	\$57,028.07
Miscellaneous	\$0.00	\$372.53	\$372.53
Total Acct 361	\$0.00	\$372.53	\$372.53
Interest Earnings	\$0.00	\$1.20	\$1.20
Total Acct 362	\$0.00	\$1.20	\$1.20
Total Revenues	\$0.00	\$57,401.80	\$57,401.80
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Office Operations/Supplies	\$0.00	\$106.64	(\$106.64)
Postage/Postal Permits	\$0.00	\$126.06	(\$126.06)
Total Acct 414	\$0.00	\$232.70	(\$232.70)
Financial Administration	\$0.00	\$3,632.59	(\$3,632.59)
Assessing	\$0.00	\$16.50	(\$16.50)
Total Acct 415	\$0.00	\$3,649.09	(\$3,649.09)
Utility Locates	\$0.00	\$418.45	(\$418.45)
Total Acct 428	\$0.00	\$418.45	(\$418.45)
Water Utility	\$0.00	\$51,499.95	(\$51,499.95)
Wtr/Swr Emergency	\$0.00	\$26,295.00	(\$26,295.00)
Total Acct 431	\$0.00	\$77,794.95	(\$77,794.95)
Unallocated Expenditures	\$0.00	\$1.59	(\$1.59)
Total Acct 492	\$0.00	\$1.59	(\$1.59)
Total Disbursements	\$0.00	\$82,096.78	(\$82,096.78)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$23,834.51	
Cash Balance as of 12/31/2014		(\$860.47)	

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

11/07/2014

As of 12/31/2014

Sewer Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$414.80	\$414.80
Sewer Fee	\$0.00	\$98,376.10	\$98,376.10
Total Acct 341	\$0.00	\$98,790.90	\$98,790.90
Interest Earnings	\$0.00	\$6.00	\$6.00
Refund-Reimbursemt-Dividend	\$0.00	\$60.07	\$60.07
Total Acct 362	\$0.00	\$66.07	\$66.07
Total Revenues	\$0.00	\$98,856.97	\$98,856.97
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Office Operations/Supplies	\$0.00	\$106.64	(\$106.64)
Postage/Postal Permits	\$0.00	\$126.06	(\$126.06)
Total Acct 414	\$0.00	\$232.70	(\$232.70)
Financial Administration	\$0.00	\$3,632.59	(\$3,632.59)
Assessing	\$0.00	\$16.50	(\$16.50)
Total Acct 415	\$0.00	\$3,649.09	(\$3,649.09)
Engineer Service	\$0.00	\$225.00	(\$225.00)
Total Acct 416	\$0.00	\$225.00	(\$225.00)
Sewer Utility	\$0.00	\$70,854.44	(\$70,854.44)
Total Acct 431	\$0.00	\$70,854.44	(\$70,854.44)
Unallocated Expenditures	\$0.00	\$40.00	(\$40.00)
Total Acct 492	\$0.00	\$40.00	(\$40.00)
Total Disbursements	\$0.00	\$75,001.23	(\$75,001.23)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$40,829.33	
Cash Balance as of 12/31/2014		\$64,685.07	

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

11/07/2014

As of 12/31/2014

Sewer Infrastructure	<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		\$30,000.00	
Cash Balance as of 12/31/2014		\$30,000.00	

ORDINANCE 2014-11-01

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

AN ORDINANCE ADDING EXCESSIVE CONSUMPTION OF LAW ENFORCEMENT SERVICES LANGUAGE TO CITY CODE

The City Council of the City of Birchwood Village hereby ordains that Chapter 406 of the Municipal Code of the City of Birchwood Village is hereby adopted to read as follows:

Chapter 406. User Charge for Excessive Consumption of Law Enforcement Services

Sec. 406.01. Purposes.

Sec. 406.02. Definitions.

Sec. 406.03. Notice of nuisance.

Sec. 406.04. Subsequent nuisance or nuisance-related activity; liability.

Sec. 406.05. Cost of law enforcement services; annual assessment procedures.

Sec. 406.06. Reserved.

406.01. Purposes.

It is the intent of the city council by the adoption of this chapter to impose on and collect from the owner of a property the city cost for law enforcement services which are over and above the cost of providing normal law enforcement services and police protection city-wide, if the said excess costs are spent to abate a nuisance which has occurred, or is maintained and permitted, on the property. The collection of the costs for such excess law enforcement services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in Chapter 619 of the city code empowering the council to abate nuisances and collect the costs of such abatement by special assessment. Nothing herein shall prevent the city from using the authority and procedures in any other provision of the code, city ordinance or statute, including but not limited to Minnesota Statutes, section 429.111.

406.02. Definitions.

For the purpose of this ordinance, the terms defined in this section shall have the meanings ascribed to them:

Building. "Building" means a structure suitable for human shelter, any portion of the structure, or the real property on which the structure is located.

Excessive law enforcement and nuisance enforcement services. Excessive law enforcement and nuisance enforcement services means those services provided at a specific property address after three (3) or more verified incidents of separate nuisance events had occurred in a prior year time period, where the owner was notified in writing that subsequent nuisance incidents would result in a fee being charged for excessive consumption of those services, and where the owner had been provided with thirty (30) days following notice of nuisance incidents to abate the nuisance.

Interested party. "Interested party" means any known lessee or tenant of a building or affected portion of a building; any known agent of an owner, lessee, or tenant; any known person holding an unrecorded contract for deed, being a mortgagee or vendee in physical possession of the building; or any other person who maintains or permits a nuisance and is known to the city.

Last known address shall be the address shown on the records of the Washington County Department of property taxation or a more recent address known to the sheriff's department. In the case of parties not listed in these records, the last known address shall be that address obtained by the sheriff's department after a reasonable search. If no address can be found, such address shall be that of the building in which the nuisance occurred, or was maintained or permitted.

Nuisance. Nuisance means one or more of the following behavioral incidents occurring or committed within a building:

- (1) Prostitution or prostitution-related activity committed within the building;
- (2) Gambling or gambling-related activity committed within the building;
- (3) Maintaining a public nuisance in violation of Minnesota Statutes, section 609.74, clause (1) or (3);
- (4) Permitting a public nuisance in violation of Minnesota Statutes, section 609.745;
- (5) Unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances committed within the building;
- (6) Unlicensed sales of alcoholic beverages committed within the building in violation of Minnesota Statutes, section 340A.401;
- (7) unlawful sales or gifts of alcoholic beverages by an unlicensed person committed within the building in violation of Minnesota Statutes, section 340A.503, subdivision 2, clause (1), or unlawful consumption or possession within the building by persons under the age of 21 years in violation of Minnesota Statute, Section 340A.503, subdivisions 1 and 3;
- (8) Unlawful use or possession of a firearm in violation of Minnesota Statutes, section 609.66, subdivision 1a, 609.67, or 624.713, committed within the building;
- (9) Violation by a commercial enterprise of local or state business licensing regulations, ordinances, or statutes prohibiting the maintenance of a public nuisance as defined in Minnesota Statutes, section 609.74 or the control of a public nuisance as defined in Minnesota Statutes, section 609.745;
- (10) Actions which constitute a violation of Minnesota Statutes, section 609.72, relating to disorderly conduct; or
- (11) Actions which constitute a violation of chapter 616 of the City Code relating to noise regulations.
- (12) Actions which constitute a public nuisance under local, state, or federal laws.

Owner: "Owner" means the person or persons in whose name or names the building is recorded with the Washington County Department of Property Taxation for taxation purposes.

Personal service: Service by personally handing a copy to the intended recipient or by leaving a copy at the intended recipient's residence or place of business with a person of suitable age and discretion.

267.03. Notice of nuisance.

(a) If the Sheriff or his or her designee has reason to believe that a nuisance has occurred, or is maintained or permitted in a building, or on a property, and intends to seek reimbursement for law enforcement services rendered in the future in connection with such nuisance or activities creating a nuisance, he or she shall provide a written notice as required in this section to the owner and each interested party known to him or her.

(b) The written notice shall:

(1) State that a nuisance as defined in this chapter has occurred, or is maintained or permitted in the building, and specify the kind or kinds of nuisance which has occurred, or is being maintained or permitted;

(2) Summarize the evidence that a nuisance has occurred, or is maintained or permitted in the building, including the date or dates on which nuisance-related activities have occurred or were maintained or permitted, provided, however, that one or more Sheriff's reports can be used to satisfy this requirement; and

(3) Inform the recipient of the notice that (i) he or she has thirty (30) days to abate the conduct constituting the nuisance, and to take steps to make sure that actions constituting a nuisance will not re-occur, (ii) if, after thirty (30) days from the date of service of the notice, the nuisance re-occurs, or actions or conduct constituting a nuisance take place, the city may in its discretion impose the costs of law enforcement services in abating or attempting to abate such nuisance or nuisance-related activities, and (iii) the costs will be collected by assessment against the building as defined.

(c) The written notice shall be served by personal service, or by first class mail on the owner and all interested parties known to the chief or his or her designee, at the last known address for each such person or persons.

267.04. Subsequent nuisance or nuisance-related activity; liability.

(a) If, within the period commencing thirty-one (31) days after a written notice is served pursuant to this chapter and continuing for one (1) year thereafter, a nuisance occurs or is maintained or permitted in the building, and law enforcement services are rendered to abate or attempt to abate such nuisance, the costs of providing such law enforcement services within the said one year shall be assessed against the building and collected as provided in this chapter.

(b) The costs for providing excess law enforcement services shall include but not be limited to \$100 for the first incident, \$200 for the second incident and \$300 for each excessive use of services incident thereafter, the prorata cost of all equipment including vehicles, the prorata cost of Sheriff's dogs assisting the officers, the cost of repairs to any equipment and property damaged in responding to such nuisance or nuisance-related activities, and the cost of any medical treatment of injured law enforcement officers.

(c) The city reserves its rights to seek reimbursement for costs and damages not recovered by assessment against the building through other legal remedies or procedures.

(d) Nothing in this ordinance shall be construed to require or prevent the arrest and/or citation of any person or persons for violations of federal, state or local laws or ordinances.

406.05. Cost of law enforcement services; annual assessment procedures.

(a) The sheriff's department shall maintain a record of each law enforcement visit in response to nuisance activities. The cost of providing such services includes, but is not limited to, the prorata cost of all materials and equipment including vehicles, the cost of repairs to any city equipment and property damaged in responding to such nuisance activities, and the cost of any medical treatment of any injured law enforcement officers. These costs shall be recalculated from time to time. In addition to maintaining a record of each law enforcement visit, the department shall maintain a record on individual properties of law enforcement services attributable to nuisances occurring after written notice has been sent to the owner and interested persons. The sheriff shall report such information to the city clerk or his or her designee.

(b) Resolution approving total, setting date of public hearing. On or before October 1 of each year, the city clerk or his or her designee shall notify the city council of the total cost of such excessive law enforcement services performed during the previous year and the portion of such

costs to be assessed against each lot and parcel of property that utilized excessive law enforcement services in response to nuisance activity. Upon receipt thereof, the council shall by resolution fix a date for public hearing at which time the council shall consider adopting and levying the service charges. The date of public hearing shall be at least twenty (20) days after adoption of said resolution.

(c) Notice of council hearing. Following the adoption of the resolution provided in paragraph (b) above, the city clerk shall publish a notice of the hearing in a daily newspaper of the city at least five (5) days prior to the public hearing. The notice shall state the date, time and place of hearing, the purpose of the hearing, identify the services provided and the property to be assessed a service charge therefor, and shall state the proposed rates of service charges to be considered by the council.

(d) Notice to owner and interested parties. At least ten (10) days before the hearing, notice thereof shall be mailed by first class mail to the owner and any interested party known to the city, at his or her last known address. Such notice shall also inform the recipient of the notice (i) of the procedures he or she must follow under the code in order to appeal the assessments to the district court, and (ii) of the provisions of Minnesota Statutes, sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto.

(e) Public hearing; adoption of assessment roll. On the date of public hearing the council shall meet to consider the adoption of the proposed service charges. The council shall hear all interested parties concerning the proposed charges. At such meeting or at any adjournment thereof, the council may amend the proposed service charges, and shall, by resolution, adopt the service charges as a special assessment against the properties which utilized excessive law enforcement services in response to nuisance activities. Special assessments levied hereunder shall be payable in a single installment.

(f) Certification to county for collection with taxes. After adoption by resolution of the service charges and assessment rates therefor, and no later than November 15, the city clerk shall transmit a certified copy of said resolution to the county department of property taxation to be extended on the proper tax list of the county and collected the following year along with current taxes.

(g) Appeal. Within twenty (20) days after adoption of the resolution adopting the service charges, any person aggrieved may appeal to the district court in the manner set forth in Chapter 14 of the City Charter.

406.06 Reserved.

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

Adopted by the City of Birchwood Village City Council this __ day of _____, 2014

Mary Wingfield
Mayor

Attest:

Chris Mickelson
City Clerk