



AGENDA OF THE  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
207 BIRCHWOOD AVENUE  
WASHINGTON COUNTY, MINNESOTA  
July 9, 2013  
7:00 P.M.

CALL TO ORDER (Roll Call for attendance)

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

**1. CITY BUSINESS – CONSENT AGENDA**

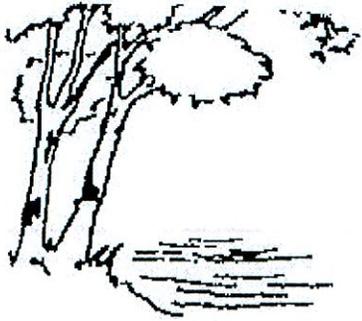
- A. Approval of the May 14, 2013 Regular Meeting Minutes (see exhibit)
- B. Approval of June 11, 2013 Regular Meeting Minutes (see exhibit)
- C. Approve Mayor & Clerk to sign amended Yard Works mowing contract. (see exhibit)
- D. Park Summer Help – Approve Matt Bruner \$8.00/hr
- E. Designate Mayor Wingfield as Emergency Management Director (in lieu of Civil Defense Dir)

**CITY BUSINESS – REGULAR AGENDA**

- 2. Planning Commission Items –
  - a. Variance/CUP Requests: O'Loughlin (7 CUP & Variances)— Resolution 2013-13  
(Planning Comm. Presenter: John Lund - see Exhibit)  
*(EXTENSION BY REQUEST OF PROPERTY OWNER TO JULY 11, 2013)*
  - b. Amended Structure Ordinance code section 300.010(51) and 302.020(4)  
Planning Commission recommendation to City Council (PC draft minutes included)  
for approval of Ordinance #2013-07-01 (John Lund)
- 3. Review removal of Cottonwood Trees on Highwood Easement (620 Birchwood Avenue)—per request of neighboring property owner
- 4. Roads Committee—status report
- 5. Review removal of Cottonwood at Hockey rink (impedes new construction--J. Lund)
- 6. Add John Lund, Jeff Irsfeld as emergency tree removal contractors
- 7. Tree damage in Nordling Park—removal required (J Lund)
- 8. Acceptance of Treasurers Report and Approval of Disbursements (see exhibit)

9. **I-NET UPDATE & POLICY REVIEW – (Donovan – see exhibits)**
  - Joint Powers Agreement – Management Information Service & Support to Birchwood (mayor and clerk signature required)
  - Shared Service Agreement of IP Telephony Services (mayor & clerk signatures required)
  - Master Technology Group Quote \$1419.00
  - Telephony Service Cost Recovery 2013 Agreement – Mo. Charge \$47.50 - Acceptance Required
  - Equipment Sale and Transfer Invoice \$747.91
  - MetroINET 2014 FINAL Cost Allocation spreadsheet
  - Adopted Policy Statements – Acknowledgement (Signature) Required
    1. Computer Use Policy
    2. Email Acceptable Use Policy
    3. Internet Acceptable Use Policy
    4. Password Policy
  
10. **UPDATE - WCSO LAW ENFORCEMENT (LaFoy-Donovan – see exhibit)**
  - Law Enforcement Agreement (copy) Mahtomedi/Dellwood/Willernie
  - ----Estimate of 4 City Cost Allocation of WCSO service
  
11. **PERSONNEL LIAISON UPDATE (Donovan-LaFoy)**
  - Staffing Plan (no exhibit)
  
12. **RESIDENT REQUEST FOR REIMBURSEMENT OF DEER CARCASS REMOVAL**
  - Van Pelt letter and Wildlife Management Invoice (*to be provided*)
  
13. **COUNCILMEMBER LaFOY REPORT**
  - Farm Animals 605.11 (Resident may present in Public Comments – chickens)
  - Hockey Rink--PAINT BOARDS (LaFoy)
  
14. **Review of minutes process (Wingfield)**
  
15. **Review of Cable rebroadcast times (T 8 AM, T 4 PM, Th 4 PM, Th 8PM, Sat 10 AM, 10 PM)**  
(Wingfield/Donovan)
  
16. **Review of Locates notification to John Manship (City Clerk)**
  
17. **August Meeting Items**  
**XCEL GOVERNMENT BUSINESS REPRESENTATIVE – Colleen Jurek**  
**CERTIFIED WATER OPERATOR - J Manship**
  - a. **HYDRANT REPORT**
  - b. Inventory update

**ADJOURN**



CITY OF BIRCHWOOD VILLAGE  
207 Birchwood Avenue  
Birchwood Village, MN 55110

To: Mayor and City Councilmembers

From: Cindie J Reiter, Interim City Clerk

RE: July 2013 Agenda Packet & office update(s)

Street Signage:

- Sign Limitation is a rule of thumb, not city ordinance.
- Research for sign change at Jay and Birchwood Avenue was researched, information found provided to council via email.
- Mark Anderson to speak with Ken Johnson for Cross Walk signs. Consideration for number needed and placement after roads are seal coated and crosswalks painted.
- KEJ signs ordered (4) he will bill the city when signs arrive.

Street Maintenance Issues: Reported to staff and staff to city service vendor.

- LOS (line-of-sight) items reported at Hall Crt & Hall Ave.,
- Poison Ivy along Hall (600 block) and across from City Hall near tennis court.
- Vegetation leaching into roadway several places in the city.
- Storm damage to tree (Hall & Cedar) remaining large cut trunk pieces obstructing fire hydrant to be removed by KEJ as soon as possible.
- Pavement repair - resident drainage issue referred to Road Comm. Rep, Mark Anderson

Transcription Service:

- Attendees provided by clerk to transcriptionist
- Transcriptionist and Clerk collaborating on spreadsheet of frequently used names/vendors/cities
- LaFoy/Donovan meeting with Clerk determined initial document received from transcriptionist to be referenced as GROSS TRANSCRIPT, which will provide supporting information to the actual minutes adopted by council. Minutes are a Summary of Council Action (motions) taken at the meeting. Council to determine how much correction should be done to the GROSS TRANSCRIPT by the Clerk.

WBL School District Election November 5, 2013

- Call from RA County Elections Department to 2012 Election Judges provided wrong PH# for return call. City is in need of Election Judges - please contact staff for correct number.

#### White Bear Press Publication

- Public Hearing Notice (PHN) Ordinance for Structure & Nominal Structure 6/19/13
- Summary Publication of Ordinance 202.100 (MS4) 6/19/13

#### XCEL Energy Saver Switch

- Condenser unit cleared of debris and cleaned by Scott Howe.
- Switch to be installed mid-later July. Saving \$5/mo per ton (estimated 1-2 ton unit) June thru September.

#### Vendor Invoices

- KEJ invoice for June not yet received will be provided at August meeting.
- YardWorks June invoice had not arrived at time Disbursement List was completed (contract states to be paid within 15 days).
- LMCIT insurance renewal invoices not yet received (June effective date)

#### Special City Council Meeting with Budget Committee & Finance Committee

- Monday August 5, 2013 7:00 pm (to be posted)
- Assumed purpose: Budget Worksession (please confirm for posting requirements)
- Budget items received from agencies, vendors, contractors are being forwarded to B&F members via scanned documents.

#### Gopher One Locate Orders

- Two inquires to Manship to see if possible for Gopher One email notices to be sent direct to Manship email. No response as of this time – John recently returned from 2 week leave. Expect report soon.

#### Birchwood - Added meeting re-broadcasts

- Cablecaster will be able to program more re-broadcasts when final times identified. Issues presented by RWSCC staff noted; BWD meeting added re-broadcasts may alter/eliminate RWSCC show/broadcast schedules, City can chose to re-broadcast on same day as does now, RWSCC will need to know times and days of added re-broadcasts so their menu can identify revised schedule.

#### WCSO inquiry on Emergency Management Director of Birchwood

- Mayor Wingfield currently appointed as Civil Defense Director – to be updated to current county designated term of Emergency Management Director (EMD).

#### Washington County Recycling Scorecard – Clerk attended June 27<sup>th</sup> meeting at WCGC

- Push by MPCA to reach recycling rate of 45-48% by 2015 and 54-60% by 2030
- Current WA Co. recycle tonnage 575 lbs/hhd needs to be at 715 lbs. per household.
- County strategy to develop and implement use of a scorecard to evaluate, set standards and measure progress of municipalities toward achieving objective.
- Scorecard to align with county's grant funding program.
- Potential impacts of not meeting objectives – State withholding funds to the county which the county passes to the municipalities via the recycle grant program.



36 ▶ Mayor Wingfield then stated that since the City Engineer is in attendance at the  
37 meeting, she would like to put him on after the Consent Agenda.

38 **MOTION BY WINGFIELD, SECONDED BY LAFOY TO APPROVE THE AGENDA AS**  
39 **MODIFIED. MOTION PASSED, ALL AYES**

40 **OPEN PUBLIC FORUM:** Mayor Wingfield asked for any public comments. No comments were  
41 forthcoming. She closed this portion of the Agenda.

42 **CONSENT CALENDAR:**

43 ▶ Mayor Wingfield requested a motion to approve the Consent Agenda. Items #2 and  
44 then #4 through #10. There was no further discussion.

45 **MOTION BY COUNCILMEMBER LAFOY, SECONDED BY DONOVAN TO APPROVE THE**  
46 **CONSENT AGENDA, ITEMS 2 AND 4 THRU 10. MOTION PASSED, ALL AYES**

47 ▶ Michael Lien, 8 Oakhill Court wanted to make mention to the City Council how much he  
48 and his wife appreciate having the small little library boxes around the neighborhood.  
49 It's been a really welcome addition and a nice thing for the community.

50 ▶ Mayor Wingfield addressed Item #8, the frequency of bill payments. It was brought out  
51 by the City Treasurer Reiter that bill paying has to include PERA and the taxes for  
52 payroll.

53 **CITY ENGINEER TO TALK ABOUT SCADA - STUDY OF CITY LIFT STATION:**

54 **Councilman Bill Hullsiek** discussed looking at the lift stations to identify what the main  
55 requirements for the lift stations and then see if what we are doing now with White Bear Lake  
56 is competitive. If we're paying a competitive rate then we can stay with White Bear Lake. If it's  
57 not competitive, then we can see what the other market rates are. We need to be sure that if  
58 we go into a SCADA solution with White Bear Lake that we're not locking ourselves into a  
59 maintenance provider for the next twenty years. He stated he just wanted to make sure the  
60 city doesn't get painted into a corner on the decision. He also stated he is looking at some  
61 RTU's out there that have been running for twenty, twenty-five years. When he looked at the  
62 White Bear Lake study, they were looking at more expansion which really isn't needed. We  
63 need someone to look at and determine are we at "end of life" with our RTU's and things like  
64 that or can we extend them for five or ten more years. He further stated the other key thing is  
65 that on the lift station design itself, until we put in something like vibration monitors, we could  
66 have vibration problems because often times when you're running motors, they produce  
67 certain vibration frequencies. He mentioned he used to work on a grain elevator and they  
68 would measure the vibration frequencies on ball bearings and other things and they could do a  
69 predictive analysis and predict when those motors or pumps were going to fail. He stated he  
70 didn't know if the lift stations were at that point yet. It's not his area of expertise. He stated  
71 the council may want to look at what's possible with the lift station and see when they may be

72 at "end of life" so we can get that into our budgeting cycle and understand what our options  
73 are right now.

74 **Mayor Wingfield** mentioned seeing an email proposal by Thatcher Engineering.

75 **Councilman Bill Hullsiek** mentioned he thought it was around 108 hours or something like that  
76 or 120.

77 **City Engineer Steve Thatcher** stated that it is hard to estimate how much time he would put  
78 into it. He wanted to be on the high side because he didn't want to have to come back to the  
79 Council next month and say, "Well we ran out of budget for X, Y and Z reason." I want to be  
80 reasonable as well. It might just be easier to take the data you have here and say, "Here's a  
81 report." Somehow they tend to get a little more complicated but we would keep in contact  
82 with Councilmember Hullsiek or whoever else wants to be in communication with us.

83 **Mayor Wingfield** stated she looked at this as a multi-pronged problem. The most imminent is  
84 what are we going to do on the radio telemetry? What are we going to do with in regard to;  
85 are we going with SCADA or are we going to web-based monitoring? She further stated that  
86 that goes in conjunction with, we really can't answer that question unless we know who our  
87 provider is because if we say we know who our provider is based on cost. As far as cost,  
88 whatever you have for capital now is far going to be eclipsed by what your annual maintenance  
89 costs are so you probably want to figure out what your annual maintenance costs are so that  
90 you can say, this is the best use of our money. Then based on that provider, we are either stuck  
91 with no option or we do have options but the capital costs will be subsumed by the amount of  
92 annual cost that we incur.

93 It was noted that the city needs to get a baseline. What is our cost now? If we stay with the  
94 current system, what would our cost be for the future with that current system? It was  
95 proposed to look at two other places that could provide that service to compare it to the  
96 baseline costs.

97 **Mayor Wingfield** stated she thought they should deal with that question first before we go  
98 farther. One of the things that concerns her is why are we having so much maintenance every  
99 other day on the lift stations? Yet, after talking with others, it sounds like no matter what we  
100 do we still have an obligation to do maintenance, just regularly show up to be sure everything is  
101 running fine with or without SCADA. We need to do that. Without a set of eyes looking at the  
102 lift station and a set of ears, we're running the risk of being penny wise and pound foolish. It  
103 makes sense to have ongoing maintenance. The next question is who is going to do that  
104 service? She then gave the opinions of several of the people she talked to about what to look  
105 for and the frequency of checking on the pumps. The difference between inspection and  
106 monitoring versus maintenance was clarified.

107 She then mentioned that SCADA is a very big ticket item like a \$35,000 to \$40,000 cost. Radio  
108 Telemetry is probably \$10,000 or \$12,000. When you're looking at SCADA, you're probably not  
109 going to change the amount of inspection that you would otherwise be obligated to do.

110 Knowing that, we'd better make sure we want to spend all that money on SCADA before we get  
111 too far. She mentioned there are many options for inspection and maintenance providers. She  
112 mentioned she thought the first thing is to decide who is the provider, what's the cost and is  
113 that the best use of our money, then come back and decide what is the best thing to do.

114 **Councilmember Bill Hullsiek** agreed. He stated he thought they should first look at the  
115 maintenance requirements and do it then select a SCADA technology after we identify who is  
116 going to be doing the maintenance. He said he thought the lift station has to be addressed first.  
117 Originally they were going to look at the lift station first to see if it's competitive and price it  
118 out. The third checkpoint is a reality check. If White Bear Lake is competitive, then we stop. If  
119 it looks like White Bear Lake is charging us twice what the going rate is on the market, then we  
120 continue so it's kind of a combination. The city doesn't want to spend more money than it has  
121 to. A little money will have to be spent up front to understand what the problem is but if  
122 they're competitive, we'll get the benefit of continuing. He stated that he likes City Engineer  
123 Thatcher's proposal so he would propose that we go through Step 3 first and then we come  
124 back and see if it's worthwhile to move forward (to Step 4) after that. Do Steps 1 and 2 first,  
125 then come back and see where we're at.

126 **Mayor Wingfield** asked what Steps 1 and Step 2 are.

127 **City Engineer Steve Thatcher** stated that Step 1 was to obtain data from the city regarding the  
128 existing lift stations including current data, current costs. Item 2 was to review and analyze the  
129 current schedule costs and plan. The plan being the overall plan for city's current lift station  
130 replacement so we did exactly what the scope of services will be for the person or group that's  
131 going to maintain and monitor the list stations. Engineer Thatcher reiterated that he was  
132 referring to monitoring. Item 3 was to determine if the current cost and schedule are  
133 consistent with schedules of other cities. And the fourth step based on the results of Items 1  
134 through 3, estimate the cost of continuing with White Bear Lake and confirming other service  
135 providers.

136 **Councilmember Bill Hullsiek** responded to an inquiry of cost, he stated it's about \$10,000 if  
137 engineer does the whole thing. It's a fair amount of engineering hours for given the small  
138 budget that we have. We need to look at if we're looking at a possible cost savings and budget  
139 reduction, separating fact from fiction.

140 **Mayor Wingfield** asked City Engineer Steve Thatcher what he thought the total cost would be  
141 percentage wise, items 1, 2 and 3 is of the total cost analysis.

142 **City Engineer Steve Thatcher** responded that to get the identify service providers and get their  
143 costs would be approximately 60% of the proposal.

144 **Mayor Wingfield** asked if Engineer Thatcher could come back with a tighter proposal and they  
145 could do a workshop in the future to hash out this matter. Councilmember Hullsiek and City  
146 Engineer Thatcher agreed to do some investigation and request information from White Bear.

147 **City Engineer Steve Thatcher** stated that another plan that would be helpful to have in place  
148 would be a current lift station replacement plan that he said had been prepared by former  
149 engineering firm.

150 **Mayor Wingfield** stated there are three lift stations; one at Birchwood Lane that hardly gets  
151 any use, two at Wildwood that have been replaced (one last year and one about four years ago)  
152 and one at Dellwood which takes about one-third of the town. They are on a schedule to be  
153 replaced every ten years. Councilmember Hullsiek agreed. They are not due for replacement  
154 until 2016.

155 **Hullsiek** noted that a PLC (Programmable Logic Controller) was proposed to be put in however  
156 he does not believe Birchwood is in need of this large of a unit. The goal is to reduce labor of  
157 monitoring. If use a technology to monitor any change this may then limit the labor cost – if  
158 possible.

159 **Councilmember Woolstencroft** mentioned the possibility of using cameras as a low-cost  
160 alternative to detect possible leaks.

161 There was further discussion regarding how to move forward on this issue. It was decided to  
162 do further investigation into the lift station monitoring and maintenance and present it for a  
163 future workshop.

164 **DISCUSSION OF WATER DRAINAGE PROBLEM ON OAKRIDGE:**

165 **Mayor Wingfield** then asked Engineer Thatcher if he had a chance to check the drainage  
166 problem on Oakridge and did he have a chance to talk with the Road Committee and give them  
167 an update? She asked Engineer Thatcher to give the council an update on the matter of the  
168 roads.

169 **City Engineer Steve Thatcher** stated he had been there and checked the situation and spoke  
170 with the resident. She explained why she needs pumps in her back yard when the snow melts,  
171 the water ponds and can't run off fast enough. City Engineer stated he discussed three  
172 solutions with her. She stated she will talk with the owner of the house and decide what they  
173 want to do. Steve explained that the three solutions were:

- 174 1. Doing something in her back yard only but it would be a very expensive solution.  
175 2. and 3. Do some work in the back yard itself which would not involve any city  
176 responsibility to solve the problem.

177 **Mayor Wingfield** stated her concern was the neighbors expressed a concern that the road work  
178 would impede water and drainage and cause additional water backup on their property. Due to  
179 the fact the road work will affect the roads somewhat, this needed to be addressed. The plan is  
180 to put a seal coat on Oakridge. She asked Engineer Thatcher if he anticipated that this would  
181 be a problem if the city goes forward with that.

182 **City Engineer Steve Thatcher** stated he did not anticipate that to be a problem because the seal  
183 coat is only about one-quarter of an inch thick. Seal coat is necessary because if the city  
184 doesn't seal coat the roads, they will fail sooner than they normally would. However, there is  
185 also the risk of water backup and ponding which cannot be avoided. Even new roads have the  
186 same problems during certain times of the year during the freeze/frost cycle because the water  
187 can't run off the roads fast enough and freezes causing some damage to the roads.

188 **Mayor Wingfield** asked Engineer Thatcher if he recommended to them that they at least  
189 investigate something could be done locally?

190 **City Engineer Steve Thatcher** stated that doing something in their yard would be the least  
191 expensive thing to do with their water pumps in their back yard.

192 **Mayor Wingfield** then asked the city engineer if he had had a chance to address the catch basin  
193 at 165 Wildwood Ave. The issue is there is a new catch basin there with a baffle similar to a  
194 cheese cutter inside of it that keeps the water from rushing in and causing the sand to get back  
195 in the solution and rush to the lake. The cheese cutter keeps the turbulence down. However,  
196 the cheese is causing all the sand to stay in the basin as well as leaves and sticks which is  
197 causing a huge potential for the basin to totally plug up. Then the water would rush over the  
198 top and defeat the purpose of having the basin. She asked the City Engineer what should be  
199 done.

200 **City Engineer Steve Thatcher** responded that he had checked the catch basin. The person who  
201 lives at 165 Wildwood Ave. was there when Steve opened up the basin. It was clear that the  
202 cheese cutter was trapping leaves and sticks. The stainless steel holes are small enough to trap  
203 leaves and sticks in addition to sand. After consideration, he was wondering if there was some  
204 way that cheese cutter could be removed without causing any problems.

205 **Mayor Wingfield** said she thought it was an after-market and unique to that basin only. As far  
206 as she can tell, no other basin has it. It's working too well.

207 **City Engineer Steve Thatcher** agreed. He stated the city doesn't want it backing up water on  
208 the street and causing the water to freeze and thaw out on the street and damage the street  
209 which it appears it may be doing.

210 **Mayor Wingfield** stated that she thought there is a potential for a lot of backup in that area.

211 **City Engineer Steve Thatcher** agreed and further stated that the stainless steel cheese cutter is  
212 way down in the sand. The sand was way up about 3 feet to the top. The cutter had fallen to  
213 the bottom of the basin.

214 **Mayor Wingfield** said she thought they should look at that because she thinks it will definitely  
215 be a liability in the future.

216 **City Engineer Steve Thatcher** said that the next time someone goes out there to clean out the  
217 sand, the cheese cutter should be pulled out. He further stated he wasn't sure if there are any  
218 requirements that the cheese cutter be there. He hasn't done any research on that issue.

219 **Mayor Wingfield** said she didn't think there were. She thinks it was an add-on that was  
220 supposed to help.

221 There was more general discussion and suggestions among the councilmembers on this issue.  
222 It was agreed that this should be cleaned out and monitored for the possibility of either  
223 changing or taking the cheese cutter out of the basin altogether.

224 **Mayor Wingfield** then asked if there were any additional issues to be discussed with City  
225 Engineer Steve Thatcher before he left the meeting. There were no issues forthcoming. She  
226 then stated the city has him approved for the Letter of Understanding so they're "good to go".

227 **City Engineer Steve Thatcher** thanked Mayor Wingfield and restated that he will be available  
228 for a workshop to go over the lift station matter.

229 **CERTIFIED WATER OPERATOR - JOHN MANSHIP (MANSHIP PLUMBING & HEATING, INC):**

230 **Mayor Wingfield** introduced John Manship. She stated that he is one of the people who put in  
231 for Certified Water Operator.

232 **Councilmember Randy LaFoy** asked about a backup person and phone number in case John is  
233 not available.

234 **John Manship** stated there is usually backup (person) available.

235 **Councilmember Randy LaFoy** asked is there are several backups (persons) available?

236 **John Manship** stated that he does work with several people. He further stated it is rare that he  
237 is gone when the city has issues.

238 It was asked asked if pipe locating equipment as specified by the company is now owned by the  
239 city.

240 **John Manship** stated that from what he understands, the city has owned it since 2008. The city  
241 does have some locating equipment and he will need that.

242 **Mayor Wingfield** asked Interim Clerk Reiter if it was still downstairs because it was used by KEJ  
243 (Ken Johnson) through the end of 2011. The answer was not definitely determined. The  
244 Interim Clerk will to check for the equipment.

245 **John Manship** responded to an inquiry about location equipment, that there are a couple of  
246 different pieces. There is locator for water services in curb boxes on residential property and to  
247 find the valve boxes in the winter when they are covered with snow.

248 **Mayor Wingfield** recalled that at one time, the city rented a metal locator. Every time that  
249 happened, they rented a new one.

250 **John Manship** mentioned the city used to have one. The cost is in the \$1,000 to \$1,500 range.

251 **Mayor Wingfield** stated the city needs one.

252 **John Manship** stated that at one time, residents would borrow it for their own purposes and  
253 never return it and that if the city purchases one, it should be for city use only, stored inside at  
254 Manship's house.

255 **Mary Wingfield** asked John Manship to look into this and give the council an update.

256 It was asked if John intends to keep equipment at his place.

257 **John Manship** stated that because of the odd hours this could be needed, he felt it should be  
258 kept at his place and confirmed that all agencies were in place for watermain break repair.

259 **John Manship** responded to an inquiry about storing some equipment in the city garage, he  
260 stated it probably isn't a good idea to keep the meters in the garage because there is water in  
261 them. The saddles should be warm. If a watermain is broken, you don't want to have to thaw  
262 them out in order to install them. The meter readers are electric. It's not good to store them  
263 around moisture.

264 **Mayor Wingfield** asked John if he had previously stored that equipment in the furnace room.

265 **John Manship** replied that he had stored them in the storage closet off the furnace room and  
266 that worked out just fine.

267 **John Manship** responded to an inquiry about where equipment is stored he stated that at the  
268 present time, at this time SPRWS uses its own equipment. He also said that basically he needs  
269 the repair saddles and things stored on site so that whenever there is a broken water main, he  
270 doesn't have to chase around.

271 There was further discussion about what parts and equipment would be required; cast iron  
272 parts, stainless steel saddles and repair items. It was decided that an inventory should be taken  
273 of what the city already has, then, decide what is still needed. The question was raised as to  
274 whether or not anyone hired to do the repairs has their own equipment and parts.

275 **Mayor Wingfield** said that she thought that the city has to pay for parts regardless of who they  
276 hire to do the repairs. She then asked Manship if he could give the council an inventory and a  
277 needs list. She asked him to confirm that the city still has a metal locator and make a list of  
278 what equipment is still there. She asked John to put that together and distribute it to all council  
279 members. The contract that just ended May 21st with St. Paul Water Works, in four and one-  
280 half months, the city spent \$8,000. She stated she is still trying to determine what all that  
281 covered.

282 **Councilmember Donovan** expressed a concern about who will take of the work to be done  
283 should something happen to Manship. He stated he felt the city needs a backup. He asked if it  
284 was up to the City Council to find a backup.

285 **Mayor Wingfield** said the St. Paul Water Works has agreed to be a secondary source if the city  
286 still wants them especially for water main breaks etc. There are several other companies that  
287 can be used as backup.

288 **MOTION BY COUNCILMEMBER LaFOY TO APPROVE THE CONTRACT WITH MANSHIP**  
289 **PLUMBING AND HEATING, INC. SECONDED BY COUNCILMEMBER HULLSIEK.**

290

291 **Mayor Wingfield** had a follow-up questions regarding the monthly arrangement of \$550  
292 (currently \$1,500 to St. Paul Water Works) for a 2-hour minimum charge. St. Paul Regional  
293 Water Service did things like if there were 12 things per month if they used them or not: Is it  
294 possible for Manship to just charge by the hour (in addition to monthly fee)? John Manship  
295 agreed he could charge by the hour. She stated the contract starts on May 22nd, 2013. **Mayor**  
296 **Wingfield asked that this amendment be included in the motion.**

297 **MOTION PASSED, ALL AYES**

298

299 She then went on to the subject of hydrant flushing that has not been done recently. She asked  
300 if Manship has the list that White Bear produced in September or October of 2010? John  
301 replied he did not. She then asked if that would be helpful if he had that list to figure out which  
302 ones might need extra attention. John said it would be very helpful.

303 **Mayor Wingfield** in response to an inquiry about list St. Paul had done, she said they do have  
304 both lists. However, she stated her concern is when she spoke with White Bear in January;  
305 there was not a clear sense of which ones need attention. She further stated that the city  
306 needs a priority, an up-to-date list of which hydrants need attention now, which one need  
307 attention sooner, not later and which ones are just a nuisance. If John could compile that  
308 based on the data currently available, that would be very helpful so the ones that need  
309 immediate attention could be taken care of right away. Then the council will have to begin  
310 planning for the repair of the remaining hydrants.

311 There was some further discussion about how to proceed.

312 **APPROVAL OF ROADS COMMITTEE CONTRACTS - GENE RUEHLE, CHAIRPERSON ROAD &**  
313 **STREETS COMMITTEE**

314 **Gene Ruehle** stated he is at this meeting for the approval of the bids for the road work. He  
315 stated that two weeks ago, he came to the council with estimate bids from six different  
316 companies with the Roads Committee's recommendation; Schifsky to do the repairs and  
317 Pearson to do the chip seal. The committee asked these companies if their bids were final.  
318 Pearson said their bid was accurate and final. Schifsky had to make some changes to their bid  
319 because some additional items that need repair were discovered after the initial bid.

320 There was some discussion regarding the additional items Schifsky found that need repairs and  
321 the estimates for the repairs. It was also noted that there are 31 driveways that need repairs  
322 for an additional \$3,400 for the repair work.

323 Further explanation of the repairs ensued with the help of a map. It was stated that all the  
324 roads in town will be repaired, every pothole, crack and missing asphalt will be repaired.  
325 Approximately 2.2 miles of road will be chip sealed this year which equates to approximately  
326 half of the 4.3 miles of road in the town.

327 **Mayor Wingfield** asked what assurance the city will have that putting an overlay will be a long-  
328 term solution.

329 **Gene Ruehle** explained how this will be done and that the process should last many, many  
330 years. He also stated that in about five years, the roads will be chip sealed.

331 **Mayor Wingfield** stated the new number with the additional items to be repaired by Schifsky  
332 comes to approximately \$80,000.

333 **Gene Ruehle** confirmed that the new bid came to a total of approximately \$82,000.

334 **Mayor Wingfield** stated the total bill is then now a total of \$125,000.

335 **Mark Anderson** confirmed the total bill is approximately \$41,000 - \$42,000 from Pearson for  
336 chip sealing and about \$82,000 for Schifsky.

337 **Mayor Wingfield** asked what the time schedule was. Schifsky has to go in first. What's their  
338 time schedule?

339 **Gene Ruehle** said they would probably begin within a few weeks once they get the approval,  
340 probably be done the first two weeks of June. The Pearson will come in some time in the  
341 middle of July.

342 There was some discussion about things being done differently on Owl Street because of the  
343 dumpsters and how it would be handled as well as checking on other possible street problems

344 Mr. Ruehle went over the terms of both the Schifsky and Pearson contacts and the total costs  
345 again.

346 **Mayor Wingfield** remarked how helpful Tom Wood with the Research Department at MnDOT  
347 has been providing their services to the city to check on road repair services and monitor the  
348 progress throughout the whole process.

349 **MOTION BY COUNCILMEMBER DONOVAN, SECONDED BY COUNCILMEMBER HULLSIEK TO**  
350 **ACCEPT THE SCHIFSKY AND PEARSON BIDS.**

351 **Mayor Wingfield** suggested an amendment that the funds for Capital Improvements (the Public  
352 Works Project) which is currently \$45,000, be used to pay for a portion of the currently  
353 proposed road work. When the entire \$45,000 has been used up, the remaining funds to be  
354 taken from the General Revenue fund to cover the balance due minus the amount that was  
355 budgeted for seal coating and crack filling in the 2013 budget.

356 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER HULLSIEK TO AMEND**  
357 **ORIGINAL MOTION (ACCEPTED BY DONOVAN) AS SUGGESTED. ALL AYES**

358 **ORIGINAL MOTION PASSED, ALL AYES**

359 **John Lund** asked if he could add \$1,300 for ADA sidewalks at the warming house and asphalt  
360 sidewalk at the same time?

361 **Mayor Wingfield** stated that would not be acceptable because that is a separate issue.

362 Some additional clarification was discussed regarding the contracts.

363 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBR DONOVAN TO APPROVE**  
364 **THE ROADS BE STARTED ASAP. MOTION PASSED – ALL AYES.**

365 Mark Anderson, roads committee representative, made an additional statement that the  
366 offering of repairs to residents' driveway may be broadcast to some of the residents. He stated  
367 it is a significant savings. They are offering a 30% discount on the repair on the driveways.

368 A Councilmember asked Mark Anderson how many driveways are needed to be repaired?

369 **Mr. Anderson** responded that there are approximately 31 driveways. The average cost is \$100  
370 to \$150 per driveway for the ends that are beat up. He doesn't think the cost will put the city  
371 over budget.

372 **Mayor Wingfield** then addressed John Lund regarding the sidewalks project. She stated his  
373 project was coming out of the Special Parks Fund which is totally different.

374 **John Lund** then stated that he is doing the sidewalks.

375 **Mayor Wingfield** stated that since Schifsky is going to be in the neighborhoods anyway,  
376 perhaps they could help with this project.

377 **John Lund** stated the discount would be approximately \$4.00 per square foot or \$2.65 with a  
378 base. His exact words were, depending upon each situation, they may be able to work it for  
379 \$2.65 per square foot removing the old bituminous, removing or adding base as needed and  
380 then laying down new bituminous asphalt.

381 Discussion ensued regarding when this project will begin.

382 **MOWING CONTRACT:**

383 **Mayor Wingfield** brought up the mowing contract update. The contract was awarded to Ken  
384 Johnson (KEJ ENTERPRISES) last month and later withdrawn. The new six month contract  
385 states it begins April 15th through October 15th. We are already at May 15th. She asked if  
386 there are any other comments regarding the contract?

387 **Donovan** questioned they had a signed contract with KEJ that was later cancelled by KEJ and  
388 then the city received a bid from Irsfeld. He questioned Lund's involvement with negotiating  
389 city bids.

390 **John Lund** asked if the city council still wants to take maintenance out of the parks and putting  
391 it back with the city clerk.

392 **Hullsiek** commented that Dale (former clerk) was involved in the discussion previously about  
393 city taking over the parks maintenance, rather than it being a park's expense.

394 **Mayor Wingfield** said she wanted to make sure the services that were agreed upon in the KEJ  
395 contract are the same in the Irsfeld (Yard Works) contract. Were tennis courts included?

396 **Lund** stated that the mowing, the easement, the leaves (the leaves from the high water mark  
397 at the lake), Ash path, the ball diamond and cleaning of the tennis court were included in the  
398 other contract are all in Jeff Irsfeld's proposal.

399 **Mayor Wingfield** stated the original contract with Ken was for \$45 an hour to do other things  
400 such as sweeping up, collection spots in the road where the sand is and includes following  
401 through on catch basins and a summary of items. She doesn't want them confused as to who is  
402 doing what.

403 **Lund** stated he said that he would watch the rain garden and when they come through  
404 mowing, they'll make sure that it's cleaned out every week when they come by. The catch  
405 basin should be checked every time it rains. Mayor Wingfield was asked if she wanted that to  
406 be KEJ's job.

407 **Mayor Wingfield** just wanted to know if that's part of his contract because the last line of the  
408 bid said any other work requested to be done at \$45 an hour. If all of this is going to be done  
409 as part of his contract, that's fine.

410 **Lund** responded that it is part of the contract and it is a good contract. Jeff Irsfeld, Yard Works  
411 would be doing the mowing contract and that does the hockey rinks in Mahtomedi.

412 **Mayor Wingfield** mentioned that Kevin brought up that the easements need to be included in  
413 the contract as well. Lund confirmed that they are.

414 **Mayor Wingfield** stated she didn't see that anywhere in the contract.

415 Additional discussion ensued regarding adding the easements to the contract which Lund said  
416 he will do.

417 **Mayor Wingfield** mentioned that the new contract says bi-weekly but Tighe-Schmidt was going  
418 to be done every week under KEJ's contract. Since we're paying for it, we may as well make  
419 sure that service guaranteed. She then asked that Irsfeld (Yard Works) Ken go over it with John  
420 to be sure everything is complete. She then requested the council authorize tonight that Yard  
421 Works get started on the grass mowing sooner before the contract is signed.

422 **Councilmember Donovan** stated that he would like to at least see a Certificate of Insurance on  
423 file. He doesn't want the mowing to start until the city has a Certificate of Insurance on file.

424 **Mayor Wingfield** stated he says he has insurance for \$2 million.

425 **Councilmember Donovan** stated he can have his insurance company fax a copy.

426 **MOTION BY COUNCILMEMBER DONOVAN (NO SECOND) TO AUTHORIZE YARD WORDS FOR**  
427 **THE MOVING CONTRACT, CONTINGUENT UPON RECEIPT OF THE CERTIFICATE OF INSURANCE.**

428 **Councilmember Donovan** stated there should also be centralization of contract administration.  
429 There was further additional discussion regarding what should be done, what information  
430 should be gathered and confirmed before the council approves the contract. There was also  
431 some further discussion and explanation as to why KEJ, Ken Johnson backed out of the original  
432 contract that was approved in April. Ken then agreed to do a portion of the work as laid out in  
433 the original contract. In addition, another bid was submitted by Irsfeld (Yard Works). The city  
434 now has two viable performers ready to perform the work. A bill has already been submitted.

435 **Mayor Wingfield suggested this issue be tabled for now until KEJ clarifies contract.**  
436 **All agreed.**

437 **MUSIC IN THE PARK (Al Mitchell)** Mitchell and Insurance Agent Mark Lenz documents.

438 **Mayor Wingfield** asked Mr. Mitchell to give the council an update. She then recapped that he  
439 has Music in the Park set up, you need additional funding because it was only discussed in the  
440 April Workshop and this requires an approval from the city council. The issue of alcohol also  
441 needs to be discussed.

442 **Al Mitchell** gave a short recap of how Music in The Park got started. The city started the Music  
443 in The Park two summers ago on Sunday evenings. It has been very popular from the very  
444 beginning. As many as 70 people have attended the Sunday concerts. The city has a group of  
445 volunteers. Some of the residents have allowed the city to run extension cords from their  
446 outlets to provide power for the audio equipment. He ran down a list of some of the  
447 performers. The city has provided \$1,500 a year for these concerts. There is \$1,500 in the  
448 budget for this year. The money goes to the musicians at \$150 each to perform. He went on to  
449 say that many of the prior performers have contacted him asking if they could perform again  
450 this year. He would like to take on organizing the musicians for the concerts but would like a  
451 confirmation from the council that would like him to do this. He stated that the last two years  
452 the council authorized beer and wine at these Sunday night events. The people who attended

453 enjoyed this while listening to the music. He went over email communications he had with the  
454 mayor regarding the funding, the organization of these events and allowing beer and wine at  
455 these events. He then went on to state that during the council meeting of April 16th and the  
456 discussion of Music in The Park, the mayor said she said it was inappropriate for the city to  
457 conduct such events like Music in The Park and she was opposed to the funding. He stated that  
458 the other four members of the council said they were in favor of it. The mayor also said this  
459 could be on the Consent Agenda today and I wouldn't have to come in. However, on April 17th  
460 I received another communication from the mayor stating that the city would be funding the  
461 Music in the Park. She further stated in her email that in the March meeting the city did not  
462 act on the request for alcohol use and that I would still have to attend and present that to the  
463 council meeting in May for the council to act on that. She also stated that I would need to  
464 apply for a special permit pursuant to 607 641. He then read more communications regarding  
465 whether or not the city needs a permit since the city is the one putting on the concerts. The  
466 issue of insurance was also included in these emails. He then went on with additional email  
467 communications as to whether the city is liable or not.

468 **Mayor Wingfield** then provided some of the email communications Al Mitchell did not read  
469 regarding whether the city is responsible for putting on the concerts and/or is responsible for  
470 any problems arising from allowing alcoholic beverages at the concerts and whether this might  
471 hinge on whether it was for sale there or brought in people attending the concert. Because the  
472 city has a cap of approximately \$25,000 to \$50,000 on law suits brought against the city, she  
473 stated she felt this issue should be vetted a lot more than what has been done to date.

474 **Al Mitchell** then went on to say that if the city wants to go on with the concerts, there are  
475 volunteers ready to help, there are musicians ready to play and people eager to attend. The  
476 money is in the budget. The location can be moved around perhaps even to Oakridge Drive.  
477 We had no complaints last year. As far as the alcohol issue, the city attorney should advise the  
478 city as to their position on this, not the insurance agent. The ordinance says that the city  
479 council can authorize alcohol on open park spaces. Based upon the advice from Kevin  
480 Sandstrom, the attorney, it was adequate for the city council to pass a motion authorizing that  
481 during the concerts and only during or at the concert sites, you can have beer and wine. No  
482 other alcoholic beverages are allowed. He further stated that there is a motion in the packet  
483 proved to the council members at this meeting, just the same as was done last year. He said he  
484 is not concerned that he may be liable and he doesn't need a permit because he's not involved  
485 in this other than as a volunteer. This is a city project and the city has to deal with it.

486 There was some discussion regarding the Music in The Park issue and opposition to some  
487 issues and the amount paying to the musicians. It was mentioned that it would be a real loss to  
488 the community not to continue with the concerts.

489 **Mayor Wingfield** stated that Al Mitchell had misrepresented her opinion. At the April budget  
490 workshop, the council discussed everything to be sure the available funds were spent wisely.  
491 She stated during the discussion **Council member Donovan** noted that the city spends a large  
492 portion of the parks budget on hockey expenses and this is a rather small amount that is for an

493 activity adults would enjoy. She stated that reasoning was valid and she would support the  
494 expenditure on that basis. **Mayor Wingfield** then pointed out this is the sort of thing that she  
495 feels should be vetted through parks and not at a city council meeting. She would like parks to  
496 be involved in looking into every aspect of this issue and come up with a plan and making sure  
497 the neighbors are adequately addressed. She said she thought it needs a hearing in some form.  
498 The other thing she brought up was the fact that the city does not have a very good code book  
499 when it comes to alcohol. She stated that she is all for Music in The Park. However, she feels  
500 there should be a process to review it. She acknowledged all the volunteer work that has been  
501 done and that the city appreciates it. From a legal standpoint, she didn't feel having alcohol  
502 will cause the city any problem but she did feel there is a risk to Al Mitchell.

503 **Al Mitchell** stated he thought that the village does accept some risk when the city sponsors  
504 annual events like the Birchwood picnic, the Fourth of July Parade etc. He feels this is a very  
505 minimal risk.

506 **Mayor Wingfield** restated that she would just like the park committee to say that we can do  
507 this because our code says that parks are supposed to look over it.

508 It was the consensus of the council that issue could be changed over to the Parks Committee so  
509 that it will be vetted more thoroughly next year.

510 **Councilmember Hullsiek** stated that he is in favor of following through this year since it is  
511 already late in the year. Then the issue could be changed over to the Parks Committee so that  
512 it will be vetted more thoroughly.

513 **MOTION BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK APPROVE**  
514 **THE DRAFT MOTION AS PRESENTED BY AL MITCHELL.**

515 **Mayor Wingfield** then requested that councilmember Councilmember LaFoy read the motion  
516 so that it can be transcribed as part of the record.

517 **Councilmember Randy LaFoy** read the motion that was presented by Al Mitchell.

518 "The City Council hereby authorizes the expenses of \$1,500 for the Music in The Park series to  
519 be held on Sunday nights during the summer of 2013 and authorizes people of legal age to  
520 possess and consume beer and wine during the Sunday evening concerts during 2013 but only  
521 in the park where the concert is being held and only during the hours of the concert and  
522 provided that no person shall offer for sale any intoxicating liquor at such places and at such  
523 times and directs the volunteers handling the scheduling of musicians and the logistics of the  
524 concerts to hold the concerts at various locations around the community."

525 **Mayor Wingfield** asked if there was any further discussion.

526 **MOTION PASSED – ALL AYES**

527 **PLANNING COMMISSION ITEMS:**

528 ▶ **Variance Requests: Tighe-Schmidt Park (setback)**– Resolution 2013-10 - John Lund

529 **Mayor Wingfield** stated the first item was the variance request for the Tighe-Schmidt  
530 Park hockey hut. The White Bear Planning Commission put a resolution together for  
531 that. She said that she did check with the city's lawyer to be sure the city didn't have to  
532 go back and have more hearings. He and White Bear agreed that the city is ready to  
533 proceed. Notice had been provided to the neighbors a year ago and there were no  
534 objections. She then asked for a motion to accept the resolution as drafted.

535 **MOTION BY COUNCILMEMBER HULLSIEK, SECONDED BY COUNCILMEMBER DONOVAN**  
536 **APPROVE THE VARIANCE FOR TIGHE-SCHMIDT PARK.**

537 ▶ **Rahkola 545 Wildwood Avenue (fence) - Resolution 2013-11 - John Lund**

538 **Mayor Wingfield** stated the second item was for a fence variance of Rahkola at 545  
539 Wildwood. She then asked for an overview on this.

540 **John Lund** stated that if he remembered correctly, they are just replacing the existing  
541 fence with the same height, 8 feet for privacy reasons and the neighbors agree.

542 **MOTION BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER HULLSIEK**  
543 **APPROVE THE PLANNING COMMISSION RECOMMENDATION FOR THE VARIANCE OF THE**  
544 **RAKHOLA FENCE.**

545 **Mayor Wingfield** asked if the fence was being replaced because of a preexisting  
546 condition and because it fell apart by more than 50% that required the city to come  
547 back and get another approval? She asked why a variance was required for this.

548 The response was that the fence had deteriorated more than 50% and had to be  
549 replaced entirely with new materials.

550 **Councilmember LaFoy** mentioned that he read in the minutes of the Planning  
551 Commission from May 7th that this issue was discussed in length as to why the fence  
552 should be replaced.

553 **MOTION PASSED – ALL AYES**

554 **MOWING CONTRACT:**

555 **Councilmember Donovan** asked if Mayor Wingfield wanted to go back to the contract now.

556 **Mayor Wingfield** agreed.

557 **COUNCILMEMBER DONOVAN WITHDREW HIS ORIGINAL MOTION.** He stated he has talked  
558 with Ken Johnson, KEJ (during the recess) and Ken is comfortable with Yard Works (Jeff Irsfeld)  
559 taking over the mowing contract. He further stated he is comfortable with Yard Works as long

560 as the city has a Certificate of Insurance. Next year at budget time or some time, he would like  
561 to see this issue coordinated through the city clerk.

562 Further conversation noted that this issue should now be pretty much going forward with the  
563 city clerk and further comment noted that everything is covered now, whereas in the past  
564 years there were so many things that weren't in the contract that needed to be, so the Parks  
565 Committee put together a list and now we finally have everything in there that was being  
566 dropped for years so we should be good now.

567 **Mayor Wingfield** stated that the city still needs; 1) the insurance proof and 2) we need the  
568 change of the Tighe-Schmidt contract so that it's weekly and 3)... is there another provision we  
569 needed to add?

570 Some discussion ensued.

571 John Lund was asked if he could attach the list the Parks Committee put together as a rider to  
572 the contract so the city has a record of it. John agreed. Ken Johnson was asked to re-bill the  
573 city for the work done at Kay Beach. Further concern was expressed for anything having been  
574 done at Elm Easement.

575 **COUNCILMEMBER DONOVAN STATED "CALL THE QUESTION"**.

576 **MOTION BY MAYOR WINGFIELD to accept Yard Works as the city's mowing contractor and**  
577 **that he proceed on the contract once proof of insurance has been provided and that the**  
578 **contract will be from the date he provides insurance through October 15th and that it**  
579 **includes mowing every week at Tighe-Schmidt. She also asked that the last the paragraph,**  
580 **"All other work to be requested to be billed at \$45.00 an hour" be stricken because it has**  
581 **already been covered with a different company under a different contract through Ken**  
582 **Johnson, KEJ. She then asked for a second of her motion.**

583 **SECONDED BY COUNCILMEMBER DONOVAN. MOTION PASSED – ALL AYES**

584 **PLANNING COMMISSION - DEFINITION "STRUCTURE":** (Council direction to Planner Samantha  
585 Crosby to initiate the procedure to amend the zoning code to exempt nominal structures from  
586 setback regulations.)

587 **Councilmember LaFoy** begin the discussion of this issue. He stated that the council members  
588 should begin the process of amending the city code 300.5201 which is the definition of  
589 structure. He stated that White Bear Lake has a definition he feels the city should use.  
590 "Anything which is built, constructed or erected, an edifice building of any kind or any piece of  
591 work artificially built up and are composed of parts joined together in steps of definite manner  
592 whether temporary or permanent in character." He stated that's what the city's current code  
593 is right now. They go on to add, "... including but not limited to decks, buildings, factories,  
594 sheds, screened porches, gazebos, detached garages, cabins, manufactured homes and other  
595 items except..." He said this is where we think we can get into detailing what some of those

596 exceptions would be. "... aerial, underground utilities lines such as sewer, electric, telegraph,  
597 telephone, gas lines" and then we can go on. The City Planning Commission suggested "...  
598 nominal structures such as small arbors, movable yard furniture, movable docks, storage boxes,  
599 dog houses, mail boxes, flag poles, lawn ornaments and little free library. Other similar items  
600 are exempt from the setback regulations." This is what he is suggesting we could move  
601 forward and nail down the exact language in subsequent meetings.

602 **Mayor Wingfield** suggested Councilmember LaFoy draft specific language and then we then  
603 include that for a Public Hearing. She stated she thought this was required to put forth any  
604 code changes in a Public Hearing. She said it had to be noticed in the newspaper because it's a  
605 land use issue.

606 **Councilmember Randy LaFoy** suggested this be run by the City Attorney. He also stated that it  
607 could be included in the newsletter that was being mailed to the citizens.

608 **Mayor Wingfield** asked Randy to outline what he just described and put it in the newsletter for  
609 a Public Hearing for June 9th. She further stated that posting something in the newsletter is  
610 not a substitute for posting something in the official newspaper. She suggested it be published  
611 in the newspaper because it's land use and has to be published in the newspaper.

612 **Councilmember Randy LaFoy** said he would check into it.

613 **MOTION BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER HULLSIEK TO**  
614 **AMEND THE DEFINITION OF STRUCTURE, ORDINANCE SECTION 300.020, SUB-PART 51, AS**  
615 **PRESENTED. MOTION PASSED - ALL AYES**

616 **ELM EASEMENT – EROSION CONTROL (RIPRAP) PROJECT: (Donovan – see exhibit)** Authorize  
617 Mayor Wingfield to sign DNR permit

618 **Mayor Wingfield** asked John Lund for an update on this project. She said she did provide a  
619 draft copy of the permit that the city wants to submit to the DNR. She said she thought all  
620 parties are in agreement. She asked if anyone had any questions for her or for John. She  
621 stated she had filled out the permit based on the permit John provided. She mentioned a  
622 check for \$150 for the permit and approval of up to \$3,000 out of the Special Parks Fund to  
623 accomplish the project.

624 It was mentioned that some of the neighbors were concerned about having a garden tour at  
625 the same time the project was to begin. It was stated that could be coordinated with no  
626 problem. It was presented that the date of June 18th was the date of the tour. Mayor  
627 Wingfield concurred.

628 Further discussion was held regarding how long it would take. A week was mentioned. It was  
629 also mentioned that the ground should be firmed up well before they start moving in  
630 equipment. The end of June to begin was mentioned as a possible starting date. The slab at  
631 the hockey rink will be put in first and this project after that.

632 **Motion by Mayor Wingfield** moved that the city proceed with an application to the DNR for  
633 \$150 and that the city authorize John Lund to be the city's agent and that the work commence  
634 after June 18th and that the funds be limited to \$3,000 or less and that they be paid out of the  
635 Special Parks Fund. She asked for a second to her motion.

636 **Councilmember Bill Hullsiek** seconded the motion.

637 Some additional discussion on the issue ensued regarding the maintenance.

638 Mr. Lund was asked if he could give the council some sort of time line when things occur. If he  
639 could give this to the City Clerk, it could then be put into some sort of larger time table  
640 spreadsheet.

641 **Mayor Wingfield** mentioned John Lund has to sign off as agent. She then asked if there was  
642 any further discussion. There was none.

643 **MOTION PASSED – ALL AYES**

644 **Mayor Wingfield called for a 5 minute recess.**

645 **STEINHAUSER REQUEST TO REMOVE COTTONWOODS**

646 Resident requested that the cottonwood trees in the Highwood Easement at 620 Birchwood Avenue be  
647 allowed to be removed for health, lack of sun and driveway damage. Three area residents to share in  
648 the cost.

649 **MOTION BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO**  
650 **APPROVE THE REQUEST TO REMOVE THE COTTONWOODS IN THE RIGHT-OF-WAY AT 620**  
651 **BIRCHWOOD AVENUE. MOTION PASSED ALL AYES**

652 **ENGINEERING (HULLSIEK) Presented earlier in the meeting.**

653 **MS4 ORDINANCE REQUIREMENT** Mayor Wingfield presented the proposed Ordinance to comply with  
654 current MS4 permit requirements. She stated she had researched the requirements and drafted  
655 Ordinance 202.100 for council review. She further noted that the posting was not meant to include the  
656 engineer contact and directed residents to contact the city staff with questions. It was noted the  
657 ordinance needed to be published. Councilmember LaFoy to confer with the City Attorney to confirm if  
658 summary publication is allowed and if allowed it will come back to the council at the June meeting for  
659 approval.

660 **MS4 Permit 2012 – Authorization of Mayor to complete** Mayor Wingfield offered to complete the  
661 permit with council approval.

662 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE MAYOR TO**  
663 **COMPLETE MS4 PERMIT. MOTION PASSED ALL AYES**

664 **CATCHBASIN CLEAN OUT POLICY** Mayor Wingfield presented a catch basin policy for approval.

665 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER DONOVAN TO APPROVE THE**  
666 **POLICY AS PRESENTED. MOTION PASSED ALL AYES**

667 **CATCHBASIN REPORT/MEASUREMENTS REVIEW & INFRATECH CLEAN OUT (7 OF 10)** Mayor Wingfield  
668 presented that per a KEJ Catchbasin Cleaning memo dated 4/29/13 7 of 10 catchbasins should be  
669 cleaned out. Mayor Wingfield proposed she contact Infratech to order the cleaning at a cost of \$200  
670 per catchbasin.

671 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE**  
672 **THE MAYOR CONACT INFRATECH TO CLEAN 7 OF 10 CATCHBASINS. MOTION PASSED ALL AYES**

673 It was noted that KEJ should be directed to clean out the pipe between catchbasins.

674 **LAW ENFORCEMENT CITATION INFORMATION:** (LaFoy see exhibit & Wingfield Contract  
675 **information)** Police Contract – update on WCSO meeting with Mayor Wingfield and  
676 Councilmember Donovan.

677 **Councilmember Councilmember DONOVAN** talked about Police Services in Washington  
678 County. He said they have a total budget of approximately \$24 million. Under that \$23 million,  
679 only \$3 million comes in through their contracts with the city so basically it's our money that's  
680 paying for the bulk of the bricks and mortar, salaries, retirement, paperclips, bullets and what-  
681 have-you for the rest of the Sheriff's Department, the investigating units, etc. He went on to  
682 say that right now, as a community, we are already giving support to the Washington County  
683 Sheriff. Willenie, Dellwood, and Mahtomedi, are neighbors that have a contract with them  
684 now and we would probably be part of a consortium with them, should we choose to go that  
685 way. Grant has a separate contract. He went on to say that in talking with a couple of the city  
686 council people and other mayors, they were happy with the services they were getting from  
687 Washington County. They felt that they were the same as they are the same as they have  
688 received from other contractors that had serviced them. We would have a dedicated force  
689 consisting of basically five deputies who would patrol the area. They don't move around. They  
690 don't spend one month here and another month in Hugo. They would be here. That would  
691 basically be our police department. Because of the proximity of the cities involved, they are  
692 never going to be more than three miles away, four miles away maximum. The equipment is  
693 new. They have an excellent communications system. Most importantly it seems like the city  
694 is already paying for a good portion of this anyway. Our per capita cost would go down  
695 considerably from what we are currently paying. We are currently paying about \$100 per  
696 capita and it looks like we'll be paying closer to \$60 per capita. For a city our size it could be a  
697 savings of up to \$40,000. He stated this has been discussed at the Budget Work Shop. He  
698 stated he thinks it's something the council needs to take a look at. He then asked if the council  
699 was planning on doing any action at this meeting?

700 **Mayor Wingfield** stated the contract is renewed every year. She went to say that she thought  
701 the Notice to Terminate is due in September.

702 **Councilmember Hullsiek** responded yes. So we would have to take action probably in August.  
703 He stated he didn't understand what the ramifications would be to take actions tonight. He  
704 didn't think there is any rush so the council could wait until July or August.

705 **Mayor Wingfield** noted an email she received from the Sheriff's office yesterday--it's not an  
706 easy process so the city has to initiate contact with the tri-cities in the contract and ask if they  
707 mind if the City of Birchwood participates in this contract because they want it to be up front  
708 and they have to share. It sounds doable but again, it's a formality and the council will  
709 probably have to go through the City Manager or put it on the Agenda again and present the  
710 opportunity to them and get them on board. The Sheriff said he would be willing to appear but  
711 it's basically the city's ball to carry at this point. It could take a couple of months.

712 It was asked what the down-side might be since there is so much of a savings?

713 **Councilmember Donovan** stated none. He did not know what the response time is currently  
714 for either White Bear or Washington County.

715 **Councilmember Lafoy** stated that the response time is kind of like pulling teeth with either of  
716 the two contracts.

717 **Mayor Wingfield** mentioned that the City of Birchwood is not a heavy user and that it may not  
718 be their top priority but it is the city's and that the council would be negligent if they did not do  
719 their due diligence looking into the contracts. She went on to say that the city will have 24/7  
720 coverage no matter where they are but if it's after hours and there is a complaint about  
721 somebody's car parked, you might have a two-hour delay. But if it's an issue of burglary, then  
722 the response time is important and should be identified and quantified.

723 **Councilmember LaFoy** brought up the point that if the city wanted to improve the response  
724 time, there could be a phone number for Birchwood that could automatically either go to  
725 White Bear Lake or to Washington County. This could potentially reduce the respond time  
726 rather than calling 911. He further stated they're going to call 911 for an emergency and that  
727 worries him. He asked if a complaint like that is going through 911?

728 It was noted that another problem maybe the 911 calls. White Bear Lake has it's own  
729 emergency system set up for White Bear Lake and here. It doesn't go through Ramsey County  
730 County but a 911 call, if we flipped, it would go to Washington County which might mean a  
731 delay.

732 **Donovan** noted that 911 is basically the flip of a switch electronically. He stated that White  
733 Bear is the only community of its size that has a 911 system. The City of Birchwood is paying a  
734 lot of money for the 911 system. Other communities have a universal system. It is a flip of a  
735 switch. The phone services literally have to redirect the calls. Currently, if we call 911 and it  
736 goes into White Bear, they would immediately switch it over to Washington County. If there  
737 was a delay in between or the flip of the switch didn't work and the call didn't go directly to the

738 911 dispatcher that handles the county and it still went to White Bear, they have a direct  
739 hookup directly to Washington County. That's basically the way it would work.

740 **Donovan** presented that the contract would have assigned five deputies. They wouldn't be  
741 working all the time. They would be working in shifts so there would basically be one guy on  
742 duty. However, there is overlap from the other communities. It was noted that from a mileage  
743 prospective, they could be even closer than probably about a mile or two than the White Bear.

744 In regards to the current number of officers providing coverage he stated they never could get  
745 a straight answer from White Bear about this. He said he didn't know if that was proprietary  
746 information or not. He said he guessed Birchwood Village would probably be part of a precinct.  
747 If they divided the area up into six different parts, Birchwood Village would be one part of the  
748 six parts. He then gave an example of the area he thought they might cover. That information  
749 is hard to get from them.

750 **Mayor Wingfield** stated that they won't commit. They just say you get 24/7 coverage and it is  
751 what it is.

752 **Councilmember Hullsiek** proposed that the council needs to start the process tonight.

753 **Mayor Wingfield** agreed because the email she received from the Sheriff said the city needs to  
754 initiate the contact with the three parties who are on the contract. She then made a motion  
755 that the council authorize Councilmembers Donovan and LaFoy to initial communication with  
756 Dellwood, Willernie and Mahtomedi and solidify their affirmants. She said she didn't know if  
757 that meant going to a council meeting or just getting approval from their City Manager.

758 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO ALLOW**  
759 **COUNCILMEMBERS DONOVAN AND LAFOY INITIATE CONTRACT WITH DELLWOOD, WILLERNIE AND**  
760 **MAHTOMEDI TO INVESTIGATE ALIGNING WITH WCSO'S CONTRACT.**

761 **Mayor Wingfield** brought up one more thing about this issue. She stated that when  
762 Councilmembers Donovan and LaFoy go to Dellwood, it would be helpful to us if they could  
763 figure out how these communications work. Dellwood has Fire and Rescue through White Bear  
764 and they continue to do that. We signed a five-year contract with White Bear the beginning of  
765 this year so we would continue with that.

766 **MOTION PASSED: ALL AYES**

767 **I-NET – COMPUTER SERVICES (Greg Donovan)** Cost summary & Initial Estimate

768 **Mayor Wingfield** asked if Greg Donovan if he wanted an authorization to go forward on the I-  
769 Net.

770 **MOTION BY COUNCILMEMBER DONOVAN** that the City of Birchwood contract with the  
771 Roseville Community Network and get it started as soon as possible.

772 **COUNCILMEMBER HULLSIEK SECONDED THE MOTION AND** stated it would start the 2nd of  
773 July. He added the purchase of the necessary equipment and wiring the cost of which would  
774 be approximately \$1,500 and \$2,000.

775 **Mayor Wingfield** asked if he was going to bring it back for approval after estimates were given.

776 **Councilmember Greg Donovan** made the motion now to approve it.

777 **Councilmember Hullsiek** seconded the motion.

778 **Mayor Wingfield** suggested that the city take the \$8,000 that was set aside in the Contingency  
779 Fund.

780 It was also noted that there was there was some Building Maintenance Fund monies that could  
781 be used for this and that money for wiring phones was also needed.

782 There was additional discussion as to exactly where the funds will be taken from.

783 **Mayor Wingfield** suggested the City Clerk see if there is enough in the Building Maintenance  
784 Fund and if not, take the rest out of the Miscellaneous Fund.

785 **MAYOR WINGFIELD RESTATED THE MOTION IS TO GO AHEAD AND CONTRACT WITH**  
786 **ROSEVILLE AND TO GET THAT STARTED AS SOON AS POSSIBLE AND THAT THE WIRING AND**  
787 **THE PHONES BE INCLUDED AS WELL.**

788 **Councilmember Randy LaFoy** stated he thought the phones were a Capital Expenditure and it  
789 might be taken from the Capital Budget.

790 **Councilmember Donovan** stated the total for four phones would be about \$600 so he didn't  
791 know if that qualifies as a Capital Expenditure.

792 It was offered that anything that lasts longer than a year is a Capital Expense.

793 **MOTION PASSED – ALL AYES**

794 **CABLECAST OF COUNCIL MEETINGS - MAYOR WINGFIELD**

795 **Mayor Wingfield** stated she has had more than one request for additional replays. She asked  
796 Councilmember Donovan if he could possibly schedule the cablecast for four or four times and  
797 publish that on the city's web site.

798 **Donovan** stated he would be happy to do this.

799 There was some discussion on this matter including suggested start times.

800 **Mayor Wingfield** suggested two evenings a week, one to begin at 7:00 and one to begin at 9:00  
801 and two mornings a week. A suggestion was made for one at 1:00 in the afternoon as well. She  
802 agreed. It was agreed that the new schedule would be posted in the city's web site.

803 **COUNCIL BUDGET WORK SESSION APRIL 16, 2013 SUMMARY - Mayor Wingfield**

804 **Mayor Wingfield** presented her summary of the Council Budget Work Session held on April 16,  
805 2013. She stated that the goal was to come up with a levy to cover the large items in the  
806 future that were discussed in that meeting so that the city has a rebuilding account for that.

807 **Councilmember Hullsiek** stated he needed to schedule a Finance Committee.

808 **Mayor Wingfield** agreed.

809 **JUNE NEWSLETTER ITEMS TO INCLUDE - MAYOR WINGFIELD**

810 **Mayor Wingfield** stated that the June newsletter is going to be over a volume of three pages  
811 which will require additional stamps. If anyone objects, then the Community Club dues  
812 envelope and the Hockey Fundraising Flyer will be pulled. She further stated it was marginal,  
813 probably about \$70.

814 **TITLE REGISTRATION ACTION LAW SUIT**

815 **Mayor Wingfield** informed the council that the city has been named in a law suit on a Title  
816 Registration parcel over by Kay Beach. It's apparently not something the city has any property  
817 interest at stake, the city has just been named as a party and she's not sure why. An answer  
818 has been entered courtesy of City Attorney Sandstrom. Apparently the League of Minnesota  
819 Cities does not cover this because the city does not have anything to lose.

820 **Councilmember LaFoy** stated that he thought they just didn't cover title questions.

821 **Mayor Wingfield** stated she interpreted it as that they would if there was a real contest but  
822 either way, they are not covering the city in this particular case. Hopefully, the judge will  
823 remove the City of Birchwood and we're done but the city is a party. City Clerk Powers was  
824 served about the 24th or 25th of April. She said she thought twenty days is the requirement  
825 for responding.

826 **COMPLAINT AT 419 WILDWOOD - THE BOAT LIFT**

827 **Mayor Wingfield** said she spoke with Mary Sue Simmons about a boat lift that is partly on the  
828 Right-Of-Way and partly on private property. Mary Sue attempted to resolve the matter via  
829 phone call and email with no results. Since the boat lift is partly on the city's Right-Of-Way, our  
830 code provides that a complaint was made so a formal letter must be sent. The complaint was  
831 made some time ago. Unless anyone has any objections, a letter will be sent stated the council  
832 would like to see the matter resolved so would they please move their boat lift. No one  
833 responded.

834 **Councilmember Randy LaFoy** inquired as to whether or not the city ordinance or ruling that  
835 covered people double-parking on that street could be used in this case.

836 **Mayor Wingfield** asked Councilmember LaFoy to share that with Mary Sue Simmons.

837 There was some discussion regarding a city policy or ordinance against certain abuses.

838 **WHITE BEAR LAKE FIREWORK FUND**

839 **Councilmember LaFoy, seconded by Councilmember Donovan** motion to approve \$200  
840 contribution for the White Bear Lake Fireworks.

841 **Mayor Wingfield** requested the \$200 come from the Parks and Recreation Fund.

842 **MOTION PASSED – ALL AYES**

843 **ST. PAUL REGIONAL WATER SERVICE – Revised Invoice for Hydrant Work**

844 **Mayor Wingfield** stated that St. Paul Water Works has dropped their figure from \$700 and  
845 some dollars to \$462 on the part that broke in January down by the hockey rink. This is part of  
846 the approval on the bills. Since a check has already been cut for KEJ, she is fine with all of the  
847 other expenses.

848 **Councilmember Donovan** stated he told Ken to re-bill the city for the work he did at Kay Beach.

849 **MOTION BY MAYOR WINGFIELD, SECONDED BY COUNCILMBER LAFOY THAT THE CITY PAY**  
850 **THE BILLS MINUS THE \$1,050 CHECK THAT KEN JOHNSON, KEJ SUBMITTED FOR SERVICE.**

851 **MOTION PASSED – ALL AYES**

852 **APPROVAL OF THE MINUTES OF THE MEETING HELD APRIL 9, 2013**

853 **Motion by Mayor Wingfield** she stated she has had a request for a change on Page 3, 2nd  
854 paragraph, 1st full paragraph. She would like to add the works, "It was agreed the cost to come  
855 from the Special Parks Fund for the demolition and the slab." She stated that it wasn't  
856 originally part of the motion but it was agreed that it would come from the Special Parks Fund  
857 so that should be noted in the minutes.

858 There was some discussion regarding this issue and what was discussed at that meeting.

859 **Seconded my Councilmember Randy LaFoy** to make the noted change to the minutes as  
860 presented.

861 **MOTION PASSED – ALL AYES**

862 **Councilmember Randy LaFoy** stated he had two things. 1) the item regarding his police report.  
863 He had been asked to address people parking on the streets. Letters were sent. 2) the other  
864 thing was he was to ask how many people were getting tickets. The response was they didn't

865 know. He wanted to run this by the council because when you get a ticket in White Bear Lake,  
866 it goes to an administrative hearing as opposed to a ticket - a citation which is great benefit to  
867 the offender. We don't have that in Birchwood. He stated that, if the city is interested, he  
868 would agree to doing a follow-up investigation to determine what it would take to implement a  
869 procedure like that in Birchwood.

870 **Mayor Wingfield** agreed and asked Randy if he wanted specific authorization.

871 There was some discussion on this.

872 **Councilmember Randy LaFoy** said he would like to get some feedback from the council  
873 regarding the Birchwood garage sale in June. He asked if the council would like to see this  
874 moved to April?

875 **Mayor Wingfield** stated many people have been accustomed to expecting it in June or it could  
876 be done in both April and June.

877 There was some discussion about this issue.

878 **Councilmember Randy LaFoy** stated he needs a backup to put GARAGE SALE signs up and take  
879 them down because he will be gone that Saturday in June.

880 **WARMING HOUSE COSTS**

881 **Councilmember Hullsiek** brought up the issue of the Warming House costs. Re-capping John  
882 Lund asked for \$500 for the permit and then \$1,600 for some grading and then about \$3,500  
883 for concrete. The total cost has been lowered a bit. He explained that is how they came to the  
884 \$6,300 on that.

885 **Councilmember Randy LaFoy, seconded by Councilmember Donovan** moved the meeting be  
886 adjourned. The meeting was adjourned at approximately 9:30 p.m.

887

888

889 CITY COUNCIL APPROVED ATTESTED TO BY:

890

891 \_\_\_\_\_  
Cindie J Reiter, Interim City Clerk

**CITY OF BIRCHWOOD VILLAGE  
REGULAR CITY COUNCIL MEETING  
June 11, 2013**

**Summary of Council Actions**

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

**STAFF PRESENT:** Interim City Clerk & City Treasurer, Cindie J Reiter

**OTHERS PRESENT:** Roads & Streets Committee Members Mark Anderson and Gene Ruehle, Parks and Planning Commissioner John Lund

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

**AGENDA APPROVAL:**

Mayor Wingfield announced she had a few items to add to the agenda prior to the agenda approval. She then added the following items:

- Future Agendas
- Meeting minutes process
- Roads Committee
- Collection of Hockey Funds
- Engineering Maps

**MOTION MADE BY COUNCILMEMBER RANDY LAFOY AND SECONDED BY COUNCILMEMBER BILL HULLSIEK TO APPROVE THE AGENDA AS MODIFIED. ALL AYES. MOTION PASSED.**

**OPEN PUBLIC FORUM:** No comments received.

**CITY BUSINESS - CONSENT AGENDA:**

- 1. Approval of the May 14, 2013 Regular Meeting Minutes**  
Mayor Wingfield requested this item be tabled. It was decided to move the discussion to the end of this meeting.
- 2. Acceptance of Treasurers Report and Approval of Disbursements (Moved to Item #6)**
- 3. Approve Mayor & Clerk to sign amended Manship Plumbing & Heating contract.**
- 4. LMCIT Liability Coverage Waiver Form - Decline Waiving Monetary Limits on Tort Liability**

**MOTION WAS MADE BY MAYOR WINGFIELD, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE CONSENT AGENDA AS MODIFIED. MOTION PASSED - ALL AYES.**

48 CITY BUSINESS - REGULAR AGENDA:

- 49  
50 5. Acceptance of Treasurers Report and Approval of Disbursements  
51 (Originally Consent Agenda Item #2)

52  
53 MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY COUNCILMEMBER  
54 DONOVAN TO APPROVE PAYMENT OF THE BILLS WITH THATCHER INVOICE ADDED.  
55 ALL AYES. MOTION PASSED.

- 56  
57 6. MS4 Permit Birchwood Village Public Hearing June 11, 2013  
58 (Permit completed by Mayor per 5/14/13 council action)

59  
60 MOTION WAS MADE BY COUNCILMEMBER DONOVAN, SECONDED BY COUNCILMEMBER  
61 HULLSIEK TO OPEN THE PUBLIC HEARING AT 7:26 PM. ALL AYES. MOTION PASSED.

62  
63 There were no comments or questions from the public hearing.

64  
65 MOTION WAS MADE BY COUNCILMAN HULLSIEK, SECONDED BY COUNCILMAN LAFOY TO  
66 CLOSE THE PUBLIC HEARING. ALL AYES - MOTION PASSED.

- 67  
68 7. Ordinance 2013-06-01 Code Section 202.100 Illicit Discharge & Elimination.  
69 Repeal & Adopt new language

70  
71 Resolution 2013 -12 - Summary Publication of Ordinance 202.100

72  
73 MOTION WAS MADE BY COUNCILMEMBER DONOVAN, SECONDED BY COUNCILMEMBER  
74 HULLSIEK TO ADOPT SECTION 202.100. ALL AYES - MOTION PASSED.

75  
76 MOTION WAS MADE BY COUNCILMEMBER HULLSIEK, SECONDED BY COUNCILMEMBER  
77 WOOLSTENCROFT TO APPROVE RESOLUTION 2013-12 FOR SUMMARY PUBLICATION OF  
78 SECTION 202.100 IN THE LEGAL NEWSPAPER. ALL AYES. MOTION PASSED.

- 79  
80 8. Planning Commission Items:

81  
82 Variance/CUP Requests: O'Loughlin (7 CUP & Variances)- Resolution 2013-13  
83 (Planning Comm. Presenter: John Lund)

84 (6/7/2013 TABLED BY REQUEST OF PROPERTY OWNER UNTIL JULY 11, 2013)

85  
86 MOTION WAS MADE BY MAYOR WINGFIELD TO TABLE THE REQUEST OF THE PROPERTY  
87 OWNER'S VARIANCE TO ACT WHEN THEY COME FORWARD WITH A REQUEST TO PROCEED  
88 WHICH WILL BE JULY 9<sup>TH</sup> UNLESS THEY TELL THE COUNCIL OTHERWISE. COUNCILMEMBER  
89 WOOLSTENCROFT SECONDED THE MOTION. ALL AYES. MOTION PASSED.

90  
91  
92 Definition "Structure" DRAFT presented for review (LaFoy)

93 Council direction to Planning Commission to hold Public Hearing July & Clerk to publish PHN

94  
95

96 MOTION WAS MADE BY COUNCILMEMBER LAFOY TO REFER THE AMENDMENT AND REVISING  
97 OF THE STRUCTURE AND SETBACK REQUIREMENTS TO THE CITY PLANNING COMMISSION FOR  
98 A PUBLIC HEARING AND FOLLOW UP. COUNCILMEMBER DONOVAN SECONDED THE MOTION.  
99 ALL AYES. MOTION PASSED.

100  
101 9. Lift Storage Update - 423 Wildwood Ave. (Wingfield)

102  
103 10. Review of inventory & tools on hand - (Wingfield)

104  
105 11. Review of Locates - When required (Wingfield)

106  
107 MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER  
108 WOOLSTENCROFT TO TURN OVER THE DECISION REGARDING FUTURE PLACEMENT OF  
109 LOCATES TO JOHN MANSHIP AND HE IS TO USE HIS BEST JUDGMENT AS TO WHICH ONES  
110 NEED TO BE MARKED. ALL AYES. MOTION PASSED.

111  
112 12. City Website Update (LaFoy)

113  
114 13. Administrative Fines vs. Tickets (LaFoy)

115  
116 14. Law Enforcement – Incident Report on Street Sign Graffiti Damage  
117 KEJ Estimate of replacement signs (Wingfield)

118  
119 A MOTION WAS MADE BY COUNCILMEMBER LAFOY TO AUTHORIZE KEN JOHNSON TO GO  
120 AHEAD AND PURCHASE SOME NEW SIGNS TO REPLACE THE SIGNS THAT HAVE GRAFFITI THAT  
121 COULD NOT BE REMOVED.

122  
123 WITHDRAWN AND RE-STATED

124  
125 MOTION WAS MADE BY COUNCILMEMBER LAFOY TO AUTHORIZE KEN JOHNSON TO  
126 PURCHASE REFLECTIVE CURRENT CODE REPLACEMENT "STOP" SIGNS TO REPLACE THE "STOP"  
127 SIGNS THAT HAVE GRAFFITI ON THEM THAT COULD NOT BE REMOVED AND A "YIELD" SIGN.  
128 KEN JOHNSON WOULD ALSO BE AUTHORIZED TO INSTALL A "NO PARKING" SIGN (ALREADY IN  
129 STOCK) ON HALL AVENUE BY THE TENNIS COURT. AS PART OF THE MOTION, STAFF WOULD  
130 INVESTIGATE TO FIND OUT IF CITY COUNCIL ACTION IS REQUIRED TO REPLACE THE "STOP"  
131 SIGN WITH A "YIELD" SIGN ON BIRCHWOOD AVENUE AND JAY STREET.

132  
133 COUNCILMEMBER DONOVAN SECONDED THE MOTION. ALL AYES. MOTION PASSED.

134  
135 15. July Meeting Items

136  
137 16. Engineering Maps

138  
139 17. Charitable Donations to the City of Birchwood

140  
141 MAYOR WINGFIELD MADE A MOTION THAT THE CITY SET UP A SEPARATE FUND TO ACCEPT  
142 DONATIONS FOR THE HOCKEY HUT. ANY DONATIONS RECEIVED FOR THAT PURPOSE WILL

143 SPECIFICALLY PUT IN THAT FUND AND ACKNOWLEDGED. COUNCILMEMBER HULLSIEK  
144 SECONDED THE MOTION. ALL AYES. MOTION PASSED.

145  
146 18. Future Agendas

147  
148 19. Meeting Minutes Process

149  
150 20. Citizen Complaints about deer

151  
152 21. Bills

153  
154 ADJOURN:

155  
156 MOTION WAS MADE BY COUNCILMEMBER LAFOY TO ADJOURN THE MEETING, SECONDED BY  
157 COUNCILMEMBER HULLSIEK. ALL AYES. MOTION PASSED.

158  
159 Council approval attested to by:

160  
161 \_\_\_\_\_  
162 Cindie J Reiter, Interim City Clerk

# Yardworks

Lawncare and Maintenance  
2628 Richard Dr.  
White Bear Lake, MN 55110  
Ph # 651- 428-3509

Grounds Maintenance Specifications Prepared for:

City of Birchwood Parks and Easements

## AGREEMENT

This agreement made this June 20, 2013, by and between Yardworks Lawncare and Maintenance hereinafter referred to as "Contractor" and City of Birchwood, hereinafter referred to as "Customer".

Whereas Contractor is in the business of providing grounds maintenance and lawncare services, and

Whereas the customer desires to retain the services of contractor in connection with the care and maintenance of it grounds and facilities, known as City of Birchwood.

Now therefore in consideration of the promise and mutual covenants herin, the parties agree as follows:

## SCOPE OF WORK

Contractor shall perform the services and provide the supplies, materials, and equipment necessary or required to perform all services as contracted.

Unless otherwise set forth, Contractor shall pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the execution and completion of the services hereunder.

Yardworks Lawncare and Maintenance shall provide comprehensive General Liability Insurance Coverage for bodily injury and /or property damage in amounts of not less than \$2,000,000.00.

## Summer care

Spring cleanup is to be completed as soon as ground conditions permit, annually, no later than May 15th. Power sweep, vacuums, rakes and blowers will be used to remove leaves and debris from shrub beds and turf areas. All debris will be moved off site.

Mowing and trimming of turf area to be completed bi-weekly, April 15 to October 15, or as soon as weather permits to maintain a well groomed appearance. Trimming around buildings, fences, trees, shrubs and other obstacles to be done every time the same day as mowing. Yardworks employees will be instructed not to scalp edges with trimmer which result in dry and dying grass. Collection of excess grass clippings will be done as needed and removed by Yardworks employees. A cutting height of approximately 3 – 3.5 inches, will be used and may change depending on time of season. Blowing the walk surfaces clean of grass clippings will be done at the time of mowing.

Mowing of the Tighe-Schmitz Park and Kay beach will be done weekly during contract.

Blowing off the tennis courts this will be done when mowing is completed.

The storm drains on the easements will be kept clear of debris this will be done when mowing.

The walking paths and ball diamond will be kept clear of weeds and dragged at least once monthly.

Fall cleanup is to be done as soon as most leaves have fallen, this will usually be done by Oct 31<sup>st</sup>. To include all services provided for spring cleanup.

~~Any other work to be requested will be done so at labor rate of \$45/Hr plus materials.~~

The customer agrees to pay services described above at the rate of \$1153.57 per month (Payment shall be due 15 days following invoice.)

PRICES DO NOT INCLUDE SALES TAX

Notes and adjustments

5/14/2013 COUNCIL IDENTIFIED THAT THE  
\$45/hr line be removed AS "OTHER  
WORK" IS HANDLED BY CITY CONTRACTOR  
K.E.J ENTERPRISES.

Customer

Date

Jeff Irsfeld, Owner

## TERM

The term of this agreement shall be from April 15, 2013 through October 15, 2013, unless otherwise terminated by either party with a 60 day written notice.

## CONTRACT PRICE AND PAYMENT PROCEDURE

Contractor shall bill the Customer monthly for services it has performed that month and the Customer shall pay the Contractor in full within fifteen (15) days, except as otherwise provided herein. Should the Customer fail to pay the Contractor in full upon demand when due, the Contractor shall be entitled to received, in addition to the payment due, interest thereon at the rate of one and one half-percent(1.5%) per month. Interest shall be computed beginning fifteen days after the date payment is due.

This contract together with exhibits attached hereto and by reference made a part hereof constitutes the entire understanding of the parties and supersedes and prior proposals or agreements of any kind, oral or written, except as herein contained. Any subsequent changes in this contract shall be valid only by mutual agreement in writing signed by both parties.

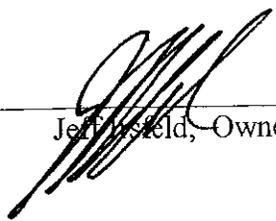
IN WITNESS WHEREOF, the undersigned, being fully authorized to act on behalf of each party respectively, have hereunto set hands this day and year first written above.

Date 6-20-13

Yardworks Lawncare and Maintenance

2628 Richard Dr  
White Bear Lake, MN 55110  
Ph# (651) 428-3509

\_\_\_\_\_  
Signed Customer

  
\_\_\_\_\_  
Jeff Hsfield, Owner

## Exhibit A

# APPLICATION FOR EMPLOYMENT

## PERSONAL INFORMATION

DATE OF APPLICATION: 7/1/2013

Name: Brunner Matthew Raymond  
Last First Middle

Address: 30 Oakridge Drive Birchwood Village, MN 55110  
Street (Apt) City/State Zip

Alternate Address: \_\_\_\_\_

Contact Information: [Redacted] [Redacted] [Redacted]  
Street City/State Zip  
[Redacted] [Redacted] [Redacted]  
Home Telephone Mobile Telephone Email

How did you learn about our company?

POSITION SOUGHT: summer park help Available Start Date: asap

Desired Pay Range: 8-10 \$ Are you currently employed? No  
Hourly or Salary

## EDUCATION

	Name and Location	Graduate? - Degree?	Major / Subjects of Study
High School	White Bear Lake Area High School	graduated 2013 6/7	
College or University			
Specialized Training, Trade School, etc...			
Other Education			

Please list your areas of highest proficiency, special skills or other items that may contribute to your abilities in performing the above mentioned position.

I am physically fit to help with some of the physical labor that needs to be done around some of the parks.

## PREVIOUS EXPERIENCE

Please list beginning from most recent

Dates Employed	Company Name	Location	Role/Title
1/2012 - 2/2013	ambler Fed room	WISL, MN	dishwasher

Job notes, tasks performed and reason for leaving:

I washed dishes

Dates Employed	Company Name	Location	Role/Title
8/2011	city of Birchwood	Birchwood	seasonal park help

Job notes, tasks performed and reason for leaving:

same job I am applying for now

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

RESOLUTION NO. 2013-13

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT  
AND SEVEN VARIANCES FOR 27 BIRCHWOOD LANE  
WITHIN THE CITY OF BIRCHWOOD VILLAGE, MINNESOTA**

**WHEREAS**, a proposal (13-2-SB) has been submitted by Terrance and Mary Kay O’Loughlin requesting a conditional use permit and seven variances from the City of Birchwood Village Zoning Code:

- A Conditional Use Permit for a land disturbance activity where the slope of the land is toward a lake and the alteration is closer to the lake than the structure setback requirement, per Code Section 301.070.1.a;
- A 50-foot variance from the 50-foot setback requirement for two retaining walls, per 302.020.4.c, in order to locate one retaining wall at the OHWL and a second wall approximately 12 feet back from that;
- A 20-foot variance to grade within 20 feet of the Ordinary High Water Level, per 302.055.2.a.4;
- A 6-foot variance from the 10-foot side yard setback in order to construct the new top flight of stairs in the existing location: 4 feet from the north property line.
- A 2-foot, 8-inch variance from the 4-foot height limit, per 302.080.2.a, in order to construct one retaining wall 6 feet 8 inches tall (with only 5 feet 8 inches exposed) and a second retaining wall at 4-feet in height;
- A 4-inch variance from the 44-inch maximum width for stairways, per 302.080.2.a, in order to construct stairs which are 48 inches wide;
- A 70-square-foot variance from the 32-square foot maximum size for a landing, per 302.080.2.c, in order to construct a landing that is no more than 102 square feet in size and no more than 4 feet in width;
- A 4.4% variance from the 25% impervious area limit to allow 34.6% lot cover – the site being grandfathered-in at 30.2% (per 302.050); and

**At the following Site:**

ADDRESS: 27 Birchwood Lane

LEGAL DESCRIPTION: Lot 13, BIRCHWOOD, and all that part of Lot 12 BIRCHWOOD, lying between the westerly line of said Lot 12 extended to the shore of White Bear Lake and a line drawn from the southwest corner of said Lot 12 to said lakeshore that intersects a line drawn easterly at right angles to said west line at a point 192.48 feet northerly from said southwest corner and which said point of intersection is 4 feet east of said westerly line, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, MN (PID #: 1903021330016); and

**WHEREAS**, the Planning Commission has held a public hearing as required by the City Zoning Code on June 4, 2013; and

**WHEREAS**, the proposed walls will stabilize the soil while attempting to maintain the natural slope of the land as much as safely possible; and

**WHEREAS**, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed variances upon the health, safety, and welfare of the community and its Comprehensive Plan, as well as any concerns related to compatibility of uses, traffic, property values, light, air, danger of fire, and risk to public safety in the surrounding areas; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Birchwood Village, that the City accepts and adopts the following findings of the Planning Commission:

For the Conditional Use Permit:

1. The proposal is consistent with the city's Comprehensive Plan.
2. The proposal is consistent with existing and future land uses in the area.
3. The proposal conforms to the Zoning Code requirements.
4. That the special conditions attached in the form of a conditional use permit are hereby approved.
5. That the proposed action will not:
  - a. Impair an adequate supply of light and air to adjacent property,
  - b. Unreasonably diminish or impair established property values within the surrounding area,
  - c. In any other respect impair the public health, safety or welfare or the residents of the City.
  - d. Depreciate values in the area
  - e. Over-burden neither the existing public services nor the capacity of the City to service the area.
  - f. Alter traffic generation beyond the capabilities of the streets serving the site.

For the Variances:

1. That the proposed actions will not:
  - a. Impair an adequate supply of light and air to adjacent property,
  - b. Unreasonably diminish or impair established property values within the surrounding area,
  - c. In any other respect impair the public health, safety or welfare or the residents of the City.
2. That the variances are proved necessary in order to secure for the applicant the right or rights enjoyed by other owners in the same area of the district.
3. That the variances are not being granted simply because there are no objections or because those

who do not object outnumber those who do.

4. That a financial gain or loss by the applicant is not a consideration.
5. Special conditions or circumstances exist which are peculiar to the land involved.

**FURTHER, BE IT RESOLVED**, that the City Council of the City of Birchwood Village hereby approves the requested conditional use permit and variances subject to the following conditions:

1. All application materials, maps, drawings and descriptive information submitted with this application shall become part of this permit.
2. Per Section 306.090, if within one (1) year after granting the conditional use permit and variances, the use has not been completed or utilized, the permit shall become null and void unless a petition for an extension of time in which to complete or utilize the use has been granted by the City Council.
3. Any violation of any condition set forth by this resolution shall be a violation of the City code and of the Conditional Use Permit and the City Council, after notification and procedures per Section 306.090, may terminate the Conditional Use Permit.
4. *The applicant shall obtain a zoning permit for the work prior to beginning any grading or construction activity.*
5. The applicant shall verify their property lines and have the property pins exposed throughout construction, including at the time of inspection, to insure that all work is contained within the limits of the property.
6. Maximum height of the wall closest to the OHWL is 6 feet, 8 inches. Maximum exposed height of the wall closest to the OHWL is 5 feet, 8 inches. Maximum height of the second wall (both actual and exposed) is 4 feet.
7. The proposed contours shall tie into the existing contours along the side lot lines so that the project does not affect adjacent properties.
8. The pervious paver landing shall be shaped as shown on the site plan and 3-D graphic – not as shown on the landscape plan.

Prior to the issuance of a zoning permit, the applicant shall:

9. Sign and return a copy of the resolution to the City Clerk as evidence of consent to comply with the conditions stated therein.
10. Provide stormwater calculations for the proposed pavers showing the rate of infiltration, to be reviewed and approved by the City Engineer. (Should be designed to accommodate the 2.8-inch rain event within 48 hours.)

11. Provide a stormwater mitigation feature to off-set the amount of new impervious area proposed. The feature should be designed to infiltrate at the 2.8-inch rain fall event within 48 hours. Design to be reviewed and approved by the City Engineer.
12. Provide soil borings or other infiltration test to document that the existing soils can infiltrate at the proposed rates. Data to be approved by the City Engineer.
13. Provide proof of neighbor's permission to enter their property for the construction period.
14. Provide structural wall plans signed by a licensed structural engineer.
15. Revise the landscape plan to identify the rip rap material and to show the planting between the upper and lower walls. Revised landscape plan subject to approval by the staff planner.
16. Revise the plan to reflect the following elevations: the toe of bottom wall shall be placed at 924.4, the top of the bottom wall shall be at 931.0. There shall be at least 11 feet between the bottom wall and the upper wall and the grade shall rise at least 3 feet between the two. The toe of the upper wall shall be placed at 934.0 and the top of the upper wall shall be at 938.0. The rip rap on the waterward side of the bottom wall shall be at least one foot in height at a 3 to 1 slope, unless otherwise required by the DNR.
17. Revise the plan to show a 36-inch tall standard guard rail at the top of the bottom wall, design to meet 4-inch sphere standard.

During grading and construction activity on site, the applicant shall:

18. Install a silt fence at the toe of the slope.
19. Set pins at the OHWL, prior to installing the water-ward retaining wall.

The foregoing resolution, offered by Council member \_\_\_\_\_ and supported by Council member \_\_\_\_\_, was declared carried on the following vote:

Ayes:

Nays:

Passed:

\_\_\_\_\_  
Mary Wingfield, Mayor

**ATTEST:**

\_\_\_\_\_  
Cindie J. Reiter, Interim City Clerk

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Approval is contingent upon execution and return of this document to the City Clerk.  
I have read and agree to the conditions of this resolution as outlined above.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**CITY OF BIRCHWOOD VILLAGE  
MEMORANDUM**

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**TO:** Birchwood Village Planning Commission  
**FROM:** Samantha Crosby, Staff Planner  
**DATE:** May 23, 2013 for the June 4, 2013 Planning Commission Meeting  
**CASE NO.:** 13-2-SB  
**APPLICANT:** Terry and Mary O'Loughlin  
**LOCATION:** 27 Birchwood Lane

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**SITE CHARACTERISTICS**

The site is located on the lake-ward side of Birchwood Avenue and is 10,657-square feet in size. The lot is 50 feet wide at the ordinary high water level and 40 feet wide on the street side. On the lakeside, staff estimates that the existing slope is approximately 1.5:1. The land not only slopes from the house down to the lake, it also slopes from the east property line down to the west property line – although not quite as severely. There is currently a 5-foot, 3-inch tall “sea” wall which is located directly on the Ordinary High Water Level.

Both neighbors on either side of the subject site have retaining systems. The neighbor to the west has three walls of landscape block (4 feet in height or less). The neighbor to the east has a schmorgasboard of various retaining elements, including a lot of mature vegetation.

**REQUEST**

The applicants are requesting a conditional use permit and six variances in order to install a retaining wall system on their lakeside yard. The applicants are proposing to remove the existing wall, stairs and landing and replace them with two separate (terraced) walls, wider stairs and a patio area/landing. More specifically, the applicants are requesting:

Conditional Use Permit for land disturbance, per Code Section 301.070.1.a, and:

- a. A 47-foot variance from the 50-foot setback requirement for retaining walls, per 302.020.4.c;
- b. A 20-foot variance to grade within 20 feet of the Ordinary High Water Level, per 302.055.2.a.4;
- c. A 1-foot variance from the 4-foot height limit for two retaining walls, per 302.080.2.a;
- d. A 4-inch variance from the 44-inch maximum width for stairways, per 302.080.2.a;
- e. A 48-square-foot variance from the 32-square foot maximum size for a landing, 302.080.2.c; and

- f. A 4.4% variance from the 25% impervious area limit to allow 34.6% lot cover – the site being grandfathered-in at 30.2%;

## **BACKGROUND**

The O'Loughlins applied for approval of a similar retaining wall configuration in August of 2012. The plans underwent multiple revisions and often contained incomplete information. At the October 30, 2012 Planning Commission meeting, the commission voted to table the item to the next regularly scheduled meeting, to allow the applicant time to provide additional information. The next regular meeting was scheduled for December 4, 2012, but the applicants did not have the additional information ready. Yet another revised plan (but none of the additional information) was submitted on January 11, 2013. The item was scheduled for a February Planning Commission review, however, the applicant requested a postponement until March. In light of the sporadic progression of public hearing notices and multiple 60-day rule extensions, staff recommended that the request be denied and the applicant re-apply when ready. Consequently, the applicants request was denied by the City Council on February 12, 2013.

## **APPLICANT'S PRACTICAL DIFFICULTY**

The steepness of the slope from the house down to the water is the applicant's practical difficulty. Staff recommends a 4:1 slope and the maximum allowed to be created is 3:1. The existing slope is roughly 1.5:1. The existing topography is un-maintainable and could also be considered unsafe. Staff agrees that erosion is a concern that needs to be addressed. It appears that as much as a foot of top soil has been lost in some places. However, the homeowner may be to blame for much of the erosion as the steep slope is only grassed, and grass is not a very deep-rooted or stabilizing ground cover. Mr. O'Loughlin admitted there used to be at least one other birch tree on the lakeside yard that was cut down because it blocked the view.

## **ANALYSIS**

Although the new plans are not consistent from page to page (most noticeably in the area of landscaping), the applicant has made significant strides towards providing a reasonable layout with all the proper information identified.

The most important improvement to the plan is that the retaining walls, which were previously proposed to be as tall as 12 feet in some spots, are now no more than 5 feet tall. The first wall (closest to the OHWL) would be 8 feet tall, but with only 5 feet exposed. The second wall, would be set between 12 and 15 feet back from the first wall. (The space between the first and second wall is one of the discrepancies between plan pages). The second wall would be 4 feet in height (both total height and exposed height). The grade between the two walls would be very slightly sloped and staff recommends that it be sloped even more (ie: 3:1 or 2:1) which would allow the first wall to appear even shorter.

Other improvements to the plan include:

- the setback from the OHWL has been increased from 0 feet to 3 feet;
- the landing at the top of the stairs has been removed; and,
- the top flight of stairs have been shifted so that they comply with the 10-foot side yard setback.

One drawback is that the amount of increase in impervious area has risen from a 0.42% increase to a 4.4% increase. The greater increase in impervious area is due to the thickness of the proposed walls.

While 0.42% was a relatively insignificant increase in impervious area, 4.4% is not. The site is already at 30.2% impervious. Staff recommends that some sort of infiltration feature be created to off-set the proposed increase in impervious, such as a rain garden or trench drain. The feature should be designed to off-set the amount of impervious area being created for the 2.8-inch rain fall event within 48 hours.

With the previous submittal, staff strongly recommended planting shrubs and other vegetation to camouflage the view of the concrete wall from the lake. The owner agreed that some landscaping is appropriate both for soil retention and for softening the visual mass. The applicant has provided a landscape plan for review and while it is a substantial start, staff believes that the plantings along the shoreline are lacking. Staff finds that 16 decorative grasses and 48 flowers are not substantial enough vegetation for 750 square feet of rip-rap area (15 feet wide by 50 feet across - assumes rip rap extends to OHWL). The idea is to soften the appearance of the rip rap. Staff recommends that several additional native, long-rooted plants be added to this area. Staff has attached a couple of brochures on how this might be accomplished.

The commission had previously expressed support for the extra four inches of stairway width. The size of the landing area, although larger than allowed by code, could be considered a reasonable size to navigate from the first flight of stairs to the second. The corners of the porous paver landing area are square on the landscape plan but rounded on the site plan and 3-D graphic. Because it reduces the size of the landing, staff recommends that the corners be rounded. Finally, the variances to grade within 20 feet of the OHWL, and from the 50-foot retaining wall setback, are necessary for the replacement of the original wall, and are therefore supported by staff.

### **DISCRETION**

The City's discretion in approving or denying a conditional use permit is limited to whether or not the use meets the standards outlined in the Zoning Ordinance. If it meets these standards, the City must approve the conditional use permit. However, conditions of approval relating to the standards may be imposed.

The City has a high level of discretion when approving or denying a variance because the burden of proof is on the applicant to show that they meet the following standards:

- the variance is in harmony with the purposes and intent of the ordinance;
- the variance is consistent with the comprehensive plan;
- the proposal puts the property to use in a reasonable manner not permitted by an official control;
- the plight of the landowner is due to circumstances unique to the property not created by the landowner; and
- the variance, if granted, will not alter the essential character of the locality;

### **RECOMMENDATION**

Staff recommends approval of the request, subject to the following conditions:

1. All application materials, maps, drawings and descriptive information submitted with this application shall become part of this permit.

2. Per Section 306.090, if within one (1) year after granting the conditional use permit and variances, the use has not been completed or utilized, the permit shall become null and void unless a petition for an extension of time in which to complete or utilize the use has been granted by the City Council.
3. Any violation of any condition set forth by this resolution shall be a violation of the City code and of the Conditional Use Permit and the City Council, after notification and procedures per Section 306.090, may terminate the Conditional Use Permit.
4. *The applicant shall obtain a zoning permit for the work prior to beginning any grading or construction activity.*
5. The applicant shall verify their property lines and have the property pins exposed throughout construction, including at the time of inspection, to insure that all work is contained within the limits of the property.
6. Maximum exposed height of the wall closest to the OHWL is 5 feet. Maximum height of the second wall is 4 feet.
7. The proposed contours shall tie into the existing contours along the side lot lines so that the project does not affect adjacent properties.
8. The pervious paver landing shall be shaped as shown on the site plan and 3-D graphic – not as shown on the landscape plan. (78 square feet versus 80 square feet in area).

Prior to the issuance of a zoning permit, the applicant shall:

9. Sign and return a copy of the resolution to the City Clerk as evidence of consent to comply with the conditions stated therein.
10. Provide stormwater calculations for the proposed pavers showing the rate of infiltration, to be reviewed and approved by the City Engineer. (Should be designed to accommodate the 2.8-inch rain event within 48 hours.)
11. Provide a stormwater mitigation feature to off-set the amount of new impervious area proposed. The feature should be designed to infiltrate at the 2.8-inch rain fall event within 48 hours.
12. Provide soil borings or other infiltration test to document that the existing soils can infiltrate at the proposed rates.
13. Provide proof of neighbor's permission to enter their property for the construction period.
14. Provide structural wall plans signed by a licensed structural engineer.
15. Revise the plan to show at least a 2:1 slope between the two retaining walls. Adjust the grade below the wall closest to the OHWL to compensate accordingly.

16. Revise the landscape plan to identify the rip rap material, provide additional plantings between the 5-foot tall wall and the OHWL, and to show the planting sizes of the vegetation, which shall be no less than 1.5 caliper inches for the ornamental tree, 2 gallon pot for the coniferous shrubs and a 1 gallon pot for the deciduous shrubs. Flowers may not be seeds or seedlings. Revised landscape plan subject to approval by the staff planner.

During grading and construction activity on site, the applicant shall:

17. Install a silt fence at the toe of the slope.
18. Set pins at the OHWL, prior to installing the water-ward retaining wall.

### **ATTACHMENTS**

1. Draft Resolution of Approval
2. Location Map
3. Shoreline Planting Brochures (4 pages)
4. Certificate of Survey with proposed walls overlaid
5. Site Plan and Cross Sections (3 pages)
6. Wall Details (2 pages)
7. Impervious Area Calculations
8. Landscape Plan
9. 3-D Graphic
10. Paver Details

## City of Birchwood Village Planning Commission

June 4, 2013 DRAFT Meeting Minutes

**Date:** June 5, 2013  
**From:** Samantha Crosby  
**To:** Planning Commission Members  
City of Birchwood Village City Council

**Commissioners present:** Doug Danks (acting chair), John Winters, Randy Felt and John Lund (Pratt was excused).

**Other Attendees:** Samantha Crosby, Staff Planner; Terry and Mary O'Loughlin, Applicants; John Stoerzinger, Contractor

Danks called the Planning Commission meeting to order at 7:00 pm.

1. June 4, 2013 Meeting Agenda.

Winters moved approval of the agenda as proposed. Felt seconded the motion and the agenda was unanimously approved.

2. May 7, 2013 PC Meeting Minutes.

The minutes were not attached to the agenda; therefore no one had reviewed them. Consequently Winters moved to table approval to the July meeting. Lund seconded the motion and the item was unanimously tabled.

3. Case # 13-2-SB: Request by Mary and Terry O'Loughlin for a conditional use permit for land disturbance and six variances.

Danks immediately opened the floor to the public, requesting an overview of the report from staff first.

Crosby gave a brief summary of the request and recommendation, specifically pointing out the changes in the plan since the last submittal, and two significant conditions of approval which have been included in the draft resolution of approval.

Mr. O'Loughlin asked that the bottom wall (closest to the water) be located where the current wall is presently, as it was with the last submittal. This change was acceptable to all.

O'Loughlin asked that the top flight of stairs be located where they currently are, which is approximately 4 feet from the side lot line at the closest point. This change was also acceptable to all. There was then some discussion about the location of the landing in relation to the top flight of stairs. Would it need to shift, or could it be enlarged to accommodate the change? The consensus was that, if needed, the landing could be increased by 6 feet in length (for an additional 24 square feet in size). This changed the

variance associated with the landing to a 70 square foot variance (versus the 48 square feet requested).

Finally, O'Loughlin expressed concern about the amount of rip rap being proposed at the base of the bottom wall. Crosby pointed out that with the shifting of the bottom wall forward to the OHWL, the rip rap will be greatly reduced. In fact, the language in condition #16 about additional plantings along the rip rap could probably be stricken. However, this leaves more of the bottom wall exposed, probably 7 out of 8 feet.

There being no other public present to speak to the issue, Danks closed the public hearing and brought the issue to the board for discussion.

Lund inquired about the block type and O'Loughlin passed around a photo of a wall of a similar height, built with the proposed material. Lund then asked a couple structural questions about the wall design (foundation and drainage).

Danks expressed concern about the "apparent" height of the bottom wall. Since the bottom wall was now being shifted towards the water by 3 feet, there was the opportunity to shift the upper wall forward (waterward) as well. That combined with a steeper slope between the two walls could help mitigate some of the exposure of the bottom wall. Crosby pointed out that the steeper slope between the two walls would not have an adverse impact because the landing – the useable area - will still be flat.

There was much discussion about wall placement. In the end, it was decided that one course of block could be removed from the bottom wall, making it 6 feet 8 inches in height. At that height, if the toe of the wall started at 924.4, that would put the top of that wall at 931. Then, with a 3 foot change in grade between the two walls, the toe of the upper wall would be at 934.0 and the top of the upper wall would be at 938.

Now that wall elevations were set, discussion turned to placement. Stoerzinger stated that the minimum amount of (horizontal) space needed between the two walls is 11 feet. The commission agreed that if the applicant wanted to space the walls further apart, that was acceptable; however, 11 feet was the minimum distance required. To some degree, the wall heights and elevations will limit the separation distance.

Due to the additional wall height, the commission agreed that a safety railing should be provided at the top of the bottom wall.

Lund moved to recommend approval of the request with the conditions imposed by staff and the four changes discussed:

- Move bottom wall forward to OHWL, so the new wall will be located where the existing wall currently sits;
- Add a 6-foot variance to allow the top flight of stairs to be located where they currently sit;
- Increase the variance related to the landing to 70 square feet;
- Toe and Top wall elevations as agreed upon, above.

Felt seconded the motion.

Danks called for discussion.

Crosby inquired about the condition requiring a stormwater infiltration feature. She explained to O'Loughlin that the design of such a feature would need to be done by an engineer and would therefore cost money. Stoerzinger asked if some of the rock area behind the wall may be able to be used to comply with this requirement. Crosby said that would need to be reviewed and approved by the City's engineer.

Mr. O'Loughlin expressed discontent with the requirement to provide landscaping to soften the wall and screen the visibility of the wall from the lake. He would prefer to put no-mow grass between the two walls. He believes the proposed wall will look good and should be clearly seen by all. He believes that aesthetics are subjective and that government shouldn't be telling him what looks good. Crosby explained that it is not only about aesthetics, but about environmental quality. Retaining walls can negatively affect lakes by creating a barrier between upland areas and the shoreline environment. A lot of wildlife activity happens at the shoreline and both aquatic and terrestrial life can be adversely affected as well as the water quality of the lake itself. The requirement for landscaping is an attempt to offset these negative impacts. The lake is not a swimming pool and should not be artificially built up with concrete to look like one. Some plantings would help mitigate both the look and the impacts.

Danks pointed out that the most logical spot for the rain garden was likely between the two retaining walls. If the rain garden was located there, there might not be much room for other landscaping. The commission decided to reword condition #16 to allow the applicants to plant whatever they desire between the two walls, whether it be the infiltration feature or grass.

Lund accepted the amendment to his original motion to reword condition #16. Felt seconded the acceptance of the amendment and the motion passed unanimously (4-0).

4. Danks moved adjournment. With a second by Winters and a unanimous vote, the meeting adjourned at 9:00 pm.

2(b)

CITY OF BIRCHWOOD VILLAGE  
COUNTY OF WASHINGTON  
STATE OF MINNESOTA

Ordinance No. 2013-07-01

AN ORDINANCE AMENDING AND REVISING THE ZONING DEFINITIONS OF  
STRUCTURE AND NOMINAL STRUCTURES

THE COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE ORDAINS:

- 1. That Sections 300.010(51) and 302.020(4) of the Municipal Code of the City of Birchwood Village are hereby amended and revised as follows (underlining constitutes the new text):

300.010 (51) Structure: Anything which is built, ~~or constructed~~ or erected: an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner whether temporary or permanent in character including, but not limited to decks, buildings, cabins, manufactured homes, factories, sheds, screen porches, gazebos, platforms, shelters, pergolas, pools, whirlpools, detached garages, car ports, lean-tos, greenhouses, ice fishing houses, towers, and other similar items, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, poles and other supporting facilities.

302.020 STRUCTURE LOCATION REQUIREMENTS

1.-3. [text unchanged]

4. SETBACK REQUIREMENTS EXCEPTIONS.

a. [text unchanged]

b. [text unchanged]

~~b.~~ c. Retaining wall setbacks: [text unchanged]

d. Nominal Structures: Front, back, side street and other lot line setback requirements shall not apply to nominal structures such as small arbors, moveable yard furniture, moveable docks, storage boxes, dog houses, mail boxes, library small boxes, lock boxes, flagpoles, lawn ornaments and other similar items, which shall be exempt from setback regulations, but not including decks, platforms, or shelters such as pergolas.

*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 9th of July, 2013

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Attest: \_\_\_\_\_ Mayor

Mary Wingfield

Attest: \_\_\_\_\_, Interim City Clerk

Cindie J Reiter

## **City of Birchwood Village Planning Commission**

July 2, 2013 DRAFT Meeting Minutes

**Date:** July 3, 2013  
**From:** Samantha Crosby  
**To:** Planning Commission Members  
City of Birchwood Village City Council

**Commissioners present:** Len Pratt (chair), John Winters and Randy Felt (Danks and Lund were unexcused).

**Other Attendees:** Samantha Crosby, Staff Planner

Pratt called the meeting to order at 7:05 pm.

1. July 2, 2013 Meeting Agenda.

Felt moved approval of the agenda as proposed. Winters seconded the motion and by a 3-0 vote the agenda was unanimously approved.

2. May 7, 2013 PC Meeting Minutes AND the June 4, 2013 PC Meeting Minutes

Winters moved approval of both sets of meeting minutes. Felt seconded the motion and by a 3-0 vote, both the May 7<sup>th</sup> and the June 4<sup>th</sup> meeting minutes were unanimously approved.

3. Case: Amendment and Revision of the Zoning Definition of "Structure" and Nominal Structures of the Municipal Code of Birchwood Village, Sections 300.010(51) and 302.020(4)

The changes being proposed are almost exactly what the Planning Commission had recommended from their discussion of the issue at the February 5 Planning Commission meeting.

Winters pointed out that both the City of Mahtomedi's and the City of White Bear Lake's definitions are very similar, but call out a couple more specifics, such as water/gas tanks, towers and ice fishing houses.

Pratt opened the floor to the public. There being no public present to speak to the issue, Pratt closed the public hearing and brought the issue to the board for discussion.

Crosby pointed out that for future interpretation of unforeseen questions, a general rule of thumb would be that if a person can walk into and take shelter within a structure, then it is not nominal. The Commission agreed that although it's not a blanket statement, it is generally an appropriate description of the difference between the two.

Winters moved approval of the proposed ordinance amendments, with the addition of “ice fishing houses, towers” inserted after “greenhouses” and before “and other similar items”, and removal of the word “towers” from the exceptions. Felt seconded the motion and by a 3-0 vote the motion was approved unanimously.

It was decided that even though he wasn't present, John Lund would represent the Planning Commission at the City Council meeting on the 9<sup>th</sup>, since he would already be in attendance to represent for the O'Loughlin item.

4. Felt moved adjournment. With a second by Winters and a unanimous vote, the meeting adjourned at 7:15 pm.



Fund Name: All Funds  
Date Range: 06/12/2013 to 07/09/2013

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
06/12/2013	Resdients - via St Anthony	Utility Billing SAV	979	\$4,274.96	601-34110	\$1,374.16
					601-34160	\$3.60
					601-34170	\$87.91
					605-34160	\$6.56
					605-34190	\$2,802.73
06/14/2013	Resdients - via St Anthony	Utility Billing SAV	980	\$3,252.81	601-34110	\$1,055.56
					601-34160	\$3.72
					601-34170	\$48.81
					605-34160	\$9.81
					605-34190	\$2,134.91
06/21/2013	Residents - via St Anthony	Utility Billing - SAV	981	\$5,538.71	601-34110	\$1,747.10
					601-34160	\$12.03
					601-34170	\$89.29
					605-34160	\$20.24
					605-34190	\$3,670.05
06/24/2013	Saccoman, Diana	City hall Rental 6-22-13	969	\$25.00	100-34101	\$25.00
06/24/2013	Pratt, Len	Bldg Permit #WB057015	970	\$34.75	100-32210	\$34.75
06/24/2013	Oneka Roofing, Inc	Bldg permit #WB057319	971	\$142.28	100-32210	\$142.28
06/24/2013	Spero Construction	Bldg Permit #WB057310	972	\$98.80	100-32210	\$98.80
06/24/2013	Andrew Sornenson Construction	Bldg permit #WB057286	973	\$448.88	100-32210	\$448.88
06/27/2013	Residents - via St Anthony Village	Utilitiy Billing - SAV 6/26	982	\$2,827.22	601-34110	\$808.93
					601-34160	\$3.38
					601-34170	\$53.64
					605-34160	\$6.36
					605-34190	\$1,954.91
06/28/2013	Residents - via St Anthony Village	Utility Billing SAV	983	\$1,247.82	601-34110	\$444.20
					601-34160	\$12.85
					601-34170	\$17.50
					605-34160	\$21.76
					605-34190	\$751.51
07/01/2013	Arlandson, John/Martha	Dock Slip Fee \$200	974	\$200.00	210-32260	\$200.00
07/01/2013	Calderon, Nancy	Warming House Donation	975	\$100.00	225-36230	\$100.00
07/01/2013	Edina title 30.030.21.13.0004	Spec Aseessment PIF 363 Lkwd Ln	976	\$738.04	305-36110	\$738.04
07/01/2013	Sutherland, Phil	Lift Storage 2012/2013	977	\$100.00	210-32260	\$100.00
07/03/2013	WA County - Prop Tax	1st Half 2013 Prop Tax & Spec Assmts	984	\$187,778.84	100-31000	\$171,956.01
					100-36125	\$39.76
					100-36125	\$419.00
					100-36125	\$165.48
					301-36110	\$147.48
					301-36110	\$3,842.39
					303-36110	\$312.70
					305-36110	\$168.62
					305-36110	\$8,035.57
					601-36130	\$921.41
					601-36130	\$90.10

**City of Birchwood Village**

**Receipts Register**

**07/03/2013**

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
					601-36130	\$34.20
					605-36130	\$957.67
					605-36130	\$552.62
					605-36130	\$135.83
<b>Total For Period</b>				<b>\$206,808.11</b>		
<b>Total Year To Date</b>				<b>\$276,404.16</b>		

Fund Name: All Funds  
Date Range: 06/12/2013 to 07/09/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
06/13/2013	Thatcher Engineering, Inc	Engineering May 2013	27814	\$230.42	100-41650-300 100-43150-300	\$145.42 \$85.00
06/14/2013	Payroll Period Ending 05/31/2013		27808DD	\$916.43	100-41400-100	\$916.43
06/15/2013	Wildwood Electric Service	Warming House Electric permit	27813	\$110.00	210-45200-430	\$110.00
06/17/2013	Any Day Now - Tom Lutmer	Music In The Park 6/16/2013	27809	\$150.00	100-45100-300	\$150.00
06/18/2013	Xcel Energy	LIFT062013	LIFT062013	\$497.42	605-43190-380	\$497.42
06/19/2013	PERA	Staff Retirement PE 5/31/2013	PERA061513	\$160.42	100-41400-120 100-41400-121	\$86.15 \$74.27
06/24/2013	Harmonic Relief	Music In The Park 6/23/2013	27810			VOID
06/28/2013	Payroll Period Ending 06/15/2013		27815DD	\$873.14	100-41400-100	\$873.14
07/01/2013	Prunty, David	Music in the Park 6/30/2013	27811	\$150.00	100-45100-305	\$150.00
07/02/2013	IRS - US Treasury	FED Taxes June 2013	FED062013	\$469.83	100-41400-110 100-41400-160 100-41400-162 100-41400-164 100-41400-166	\$115.47 \$33.58 \$143.60 \$33.58 \$143.60
07/02/2013	MN Department of Revenue	State W/H June 2013	MN062013	\$89.12	100-41400-115	\$89.12
07/02/2013	PERA	Staff Retirement PE 6/15/2013	PERA063013	\$152.26	100-41400-120 100-41400-121	\$81.77 \$70.49
07/09/2013	Doug Danks Associates	Warming House Architect Services	27816	\$1,600.00	210-45200-300	\$1,600.00
07/09/2013	VIC'S Excavating & Trucking, Inc	Warm House - Gravel & Sand	27817	\$890.00	210-45200-520	\$890.00
07/09/2013	League of Mn Cities Insurance Trust	Volunteer Work Comp 2013/2014	27818	\$145.00	100-41945-150	\$145.00
07/09/2013	Xcel Energy	Street Lights June 2013	27819	\$1,297.88	100-41940-380	\$1,297.88
07/09/2013	TSE, INC	City Hall Cleaning 5/23/13	27820	\$19.00	100-41940-305	\$19.00
07/09/2013	Yardworks	Mowing & Trimming May 2013	27821	\$1,231.44	100-45010-305	\$1,231.44
07/09/2013	Ronnan, Kenny	June 11 (2.5) Service 2013	27822	\$56.25	100-41950-305	\$56.25
07/09/2013	Eckberg, Lammers, Briggs, Wolff	Legal Service -May 2013	27823	\$840.36	100-41600-300	\$840.36
07/09/2013	Menards - Maplewood	Warming House - construction supplies	27824	\$144.07	210-45200-240 210-45200-240	\$119.90 \$24.17

**City of Birchwood Village**

**Disbursements Register**

**07/03/2013**

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
07/09/2013	Qwest/CenturyLink	Phone/Fax lines June 2013	27825	\$106.49	100-41940-321	\$106.49
07/09/2013	Xcel Energy	City hall Gas/Electric June 2013	27826	\$135.38	605-43190-380	\$135.38
07/09/2013	On-Site Sanitation Inc	Rental Unit -Tennis Court June 2013	27827	\$46.58	100-45200-305	\$46.58
07/09/2013	SL - serco	Meter Readings - Qtr 1 2013	27828	\$310.00	601-43180-305 605-43190-305	\$155.00 \$155.00
07/09/2013	City of White Bear Lake Public Work	Lift Stn Mntnc/ #1 Datafail(2) Antenna-Trees #2 belts/Call out 5/11/1Lt Sw	27829	\$3,026.98	605-43185-305 605-43190-305 605-43190-305 605-43190-305 605-43190-305	\$353.00 \$139.80 \$249.08 \$215.60 \$1,716.50
07/09/2013	Harmonic Relief	Music In the park 6/24/13	27830	\$150.00	100-45100-300	\$150.00
07/09/2013	TSE, INC	City Hall Cleaning 6/6/13	27831	\$19.00	100-41940-305	\$19.00
07/09/2013	TA Schifsky & Sons, INC	BWD Crack Seal Street Project	27832	\$8,450.00	100-43120-305 100-43120-305	\$7,370.00 \$1,080.00
07/09/2013	Delux For Business	Check/Dep Tks/Env (4M partial reimb)	27833	\$288.53	100-41420-200	\$288.53
07/09/2013	On-Site Sanitation Inc	Rental Unit -TS Park Tennis Court July 2013	27834	\$173.90	100-45200-305 100-45200-305	\$86.95 \$86.95
07/09/2013	Simmons, Mary Sue	Office Asst. Pay (33)	27835	\$577.50	100-41400-305	\$577.50
07/09/2013	Thatcher Engineering, Inc	Engineering Warming House - June 2013	27836	\$225.00	210-41650-300	\$225.00
07/09/2013	Press Publications	PHN Structure Ord. Publication	27837	\$65.48	100-41130-351	\$65.48
07/09/2013	Press Publications	Summary Publication 202.10 (SWPPP)	27838	\$196.43	100-41130-351	\$196.43
07/09/2013	Tailored PC Documents	Minutes transcription June 11, 2013	27839	\$148.75	100-41400-305	\$148.75
07/09/2013	Tennis Sanitation, LLC	Recycling May & June 2013 - tire pickup	27840	\$1,703.12	100-43100-305 100-44100-305	\$47.12 \$1,656.00
07/09/2013	City of White Bear Lake Bldg Inspec	Bldg Inspections -May 2013	27841	\$1,047.00	100-42401-305	\$1,047.00
07/09/2013	Northeast Youth & Family Services	Annual Participation 2013	27842	\$919.00	100-41905-435	\$919.00
07/09/2013	Menards - Maplewood	City Hall - cleaning supplies	27843	\$6.58	100-41940-210	\$6.58
07/09/2013	U S Bank	Petty Cash Reimb	27844	\$99.94	100-41420-331 100-41430-200 100-41940-210	\$69.27 \$7.78 \$22.89

## City of Birchwood Village

## Disbursements Register

07/03/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
07/09/2013	City of White Bear Lake Fire	Fire Srvc July 2013	27845	\$1,605.83	100-42200-305	\$1,605.83
07/09/2013	City of White Bear Lake Police	Law Enforcement July 2013	27846	\$7,612.33	100-42100-305	\$7,612.33
07/09/2013	Elfering & Associates	Files docs transfer - Copy charges	27847	\$400.00	100-41650-300	\$400.00
07/09/2013	Gopher State One Call	Locates 27 -June 2013	27848	\$39.15	601-42805-305 605-42805-305	\$19.57 \$19.58
07/09/2013	Metropolitan Council Env. Service	Wastewater Service July 2013	27849	\$3,658.96	605-43190-217	\$3,658.96
07/09/2013	Metropolitan Council Env. Service	Wastewater Service Aug 2013	27850	\$3,658.96	605-43190-217	\$3,658.96
07/09/2013	S&T Office Supplies	Pens/Cleaner/DVD cases/lam shts	27851	\$87.99	100-41420-200	\$87.99

**Total For Period****\$44,781.92****Total Year To Date****\$328,124.64**

As of 12/31/2013

**General Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
General Property Taxes	\$336,013.00	\$175,926.87	(\$160,086.13)
Total Acct 310	\$336,013.00	\$175,926.87	(\$160,086.13)
Building Permits	\$8,500.00	\$3,212.44	(\$5,287.56)
Dog Licenses	\$200.00	\$35.00	(\$165.00)
Zoning App Fee	\$0.00	\$412.00	\$412.00
Total Acct 322	\$8,700.00	\$3,659.44	(\$5,040.56)
Local Government Aids	\$238.00	\$0.00	(\$238.00)
Total Acct 334	\$238.00	\$0.00	(\$238.00)
Recycle Grant	\$1,000.00	\$1,678.00	\$678.00
Cable Comm. Grant	\$7,000.00	\$6,288.30	(\$711.70)
Total Acct 336	\$8,000.00	\$7,966.30	(\$33.70)
City Hall and Garage Rent	\$500.00	\$226.00	(\$274.00)
Total Acct 341	\$500.00	\$226.00	(\$274.00)
Fines	\$650.00	\$53.33	(\$596.67)
Total Acct 351	\$650.00	\$53.33	(\$596.67)
Delinquent Utilities - Garb/CEC	\$0.00	\$624.24	\$624.24
Miscellaneous	\$100.00	\$0.00	(\$100.00)
Total Acct 361	\$100.00	\$624.24	\$524.24
Interest Earnings	\$50.00	\$42.76	(\$7.24)
Contrib. and Donations-Private	\$500.00	\$700.00	\$200.00
Refund-Reimbursemnt-Dividend	\$0.00	\$584.50	\$584.50
Total Acct 362	\$550.00	\$1,327.26	\$777.26
<b>Total Revenues</b>	<b>\$354,751.00</b>	<b>\$189,783.44</b>	<b>(\$164,967.56)</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Publishing	\$2,100.00	\$1,009.73	\$1,090.27
Total Acct 411	\$2,100.00	\$1,009.73	\$1,090.27
City Council	\$4,200.00	\$252.70	\$3,947.30
Total Acct 413	\$4,200.00	\$252.70	\$3,947.30
Clerk - Treasurer	\$58,240.00	\$29,178.13	\$29,061.87
Elections	\$500.00	\$822.50	(\$322.50)
Office Operations/Supplies	\$3,525.00	\$1,003.17	\$2,521.83
Postage/Postal Permits	\$650.00	\$383.12	\$266.88
Total Acct 414	\$62,915.00	\$31,386.92	\$31,528.08
Financial Administration	\$400.00	\$35.00	\$365.00
Assessing	\$5,450.00	\$5,493.67	(\$43.67)

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

07/03/2013

Total Acct 415	\$5,850.00	\$5,528.67	\$321.33
Legal Services	\$7,200.00	\$2,981.86	\$4,218.14
Engineer Service	\$10,000.00	\$545.42	\$9,454.58
Total Acct 416	\$17,200.00	\$3,527.28	\$13,672.72
Per Diem	\$1,560.00	\$0.00	\$1,560.00
Total Acct 418	\$1,560.00	\$0.00	\$1,560.00
Grants	\$1,825.00	\$919.00	\$906.00
Planning and Zoning	\$0.00	\$92.00	(\$92.00)
City Training and Development	\$2,335.00	\$265.00	\$2,070.00
City Hall-Gov't Buildings	\$7,000.00	\$4,396.97	\$2,603.03
City Insurance	\$7,380.00	\$822.00	\$6,558.00
Cable Eqpmt and Service	\$800.00	\$454.13	\$345.87
Newsletter	\$125.00	\$0.00	\$125.00
Total Acct 419	\$19,465.00	\$6,949.10	\$12,515.90
Police	\$91,348.00	\$53,286.31	\$38,061.69
Total Acct 421	\$91,348.00	\$53,286.31	\$38,061.69
Fire	\$20,593.00	\$11,240.31	\$9,352.69
Total Acct 422	\$20,593.00	\$11,240.31	\$9,352.69
Building Inspection	\$8,400.00	\$4,048.00	\$4,352.00
Total Acct 424	\$8,400.00	\$4,048.00	\$4,352.00
Other Protection	\$100.00	\$68.38	\$31.62
Animal Control	\$897.00	\$897.00	\$0.00
Total Acct 428	\$997.00	\$965.38	\$31.62
Streets and Road Mntnc	\$5,250.00	\$26,025.01	(\$20,775.01)
Crack Seal Project	\$10,000.00	\$8,450.00	\$1,550.00
Seal Coat project	\$25,000.00	\$0.00	\$25,000.00
Street Sweeping	\$4,000.00	\$2,150.00	\$1,850.00
Ice and Snow Removal	\$16,000.00	\$13,542.65	\$2,457.35
Tree Removal	\$5,000.00	\$190.00	\$4,810.00
Utility - Drain Structure Care	\$1,200.00	\$2,488.09	(\$1,288.09)
Street Signs	\$1,500.00	\$0.00	\$1,500.00
Street Lights	\$15,600.00	\$6,496.30	\$9,103.70
Total Acct 431	\$83,550.00	\$59,342.05	\$24,207.95
Weed Control - Milfoil	\$1,200.00	\$0.00	\$1,200.00
Total Acct 432	\$1,200.00	\$0.00	\$1,200.00
Sanitation - Recycling	\$12,000.00	\$6,444.60	\$5,555.40
Total Acct 441	\$12,000.00	\$6,444.60	\$5,555.40
Lawn Care/Mntnc	\$6,000.00	\$1,231.44	\$4,768.56
Total Acct 450	\$6,000.00	\$1,231.44	\$4,768.56
Recreation	\$1,900.00	\$950.00	\$950.00
Total Acct 451	\$1,900.00	\$950.00	\$950.00
Parks	\$14,000.00	\$7,122.27	\$6,877.73
Total Acct 452	\$14,000.00	\$7,122.27	\$6,877.73
CONSERVATION - NATURAL RESOURC	\$2,082.00	\$2,081.97	\$0.03
Total Acct 461	\$2,082.00	\$2,081.97	\$0.03

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

07/03/2013

Unallocated Expenditures	\$8,050.00	\$0.00	\$8,050.00
Total Acct 492	\$8,050.00	\$0.00	\$8,050.00
<b>Total Disbursements</b>	<b>\$363,410.00</b>	<b>\$195,366.73</b>	<b>\$168,043.27</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$525,009.93</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$519,426.64</b>	

As of 12/31/2013

**Tree Canopy Care**

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

As of 12/31/2013

**Special Rev Projects**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$1,900.00	\$1,900.00
Total Acct 322	\$0.00	\$1,900.00	\$1,900.00
Interest Earnings	\$0.00	\$0.29	\$0.29
Total Acct 362	\$0.00	\$0.29	\$0.29
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$1,900.29</b>	<b>\$1,900.29</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Engineer Service	\$0.00	\$225.00	(\$225.00)
Total Acct 416	\$0.00	\$225.00	(\$225.00)
Parks	\$5,900.00	\$3,214.07	\$2,685.93
Total Acct 452	\$5,900.00	\$3,214.07	\$2,685.93
Unallocated Expenditures	\$0.00	\$200.00	(\$200.00)
Total Acct 492	\$0.00	\$200.00	(\$200.00)
<b>Total Disbursements</b>	<b>\$5,900.00</b>	<b>\$3,639.07</b>	<b>\$2,260.93</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$13,756.91</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$12,018.13</b>	

As of 12/31/2013

**Spec Project-Elm Easement**

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

As of 12/31/2013

**Spec Rev - Warm House**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Contrib. and Donations-Private	\$0.00	\$100.00	\$100.00
Total Acct 362	\$0.00	\$100.00	\$100.00
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>\$100.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$100.00</b>	

As of 12/31/2013

<b>Sewer 2004 Bonds</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$4,133.40	\$4,133.40
Total Acct 361	\$0.00	\$4,133.40	\$4,133.40
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$4,133.40</b>	<b>\$4,133.40</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Bond Payment	\$0.00	\$1,246.13	(\$1,246.13)
Total Acct 471	\$0.00	\$1,246.13	(\$1,246.13)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$1,261.13</b>	<b>(\$1,261.13)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$2,872.27</b>	

As of 12/31/2013

**Birchwood In Re-hab Bond**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$312.70	\$312.70
Total Acct 361	\$0.00	\$312.70	\$312.70
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$312.70</b>	<b>\$312.70</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$183.00	(\$183.00)
Total Acct 415	\$0.00	\$183.00	(\$183.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$183.00</b>	<b>(\$183.00)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$129.70</b>	

As of 12/31/2013

**Sewer Re-hab 2008 Debt**

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

As of 12/31/2013

**Cap Project - PW**

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

As of 12/31/2013

**Capital Projects**

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

As of 12/31/2013

**Cap Proj - Catchbasin**

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

As of 12/31/2013

**Water Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$25,162.36	\$25,162.36
Penalty - Late Water/Sewer	\$0.00	\$363.71	\$363.71
State and Misc fees	\$0.00	\$1,016.42	\$1,016.42
Total Acct 341	\$0.00	\$26,542.49	\$26,542.49
DELQ - Water-Sewer fees	\$0.00	\$1,045.71	\$1,045.71
Total Acct 361	\$0.00	\$1,045.71	\$1,045.71
Interest Earnings	\$0.00	\$1.52	\$1.52
Refund-Reimbursemnt-Dividend	\$0.00	\$483.90	\$483.90
Total Acct 362	\$0.00	\$485.42	\$485.42
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$28,073.62</b>	<b>\$28,073.62</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$250.00	(\$250.00)
Total Acct 414	\$0.00	\$250.00	(\$250.00)
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Utility Locates	\$0.00	\$116.78	(\$116.78)
Total Acct 428	\$0.00	\$116.78	(\$116.78)
Water Utility	\$0.00	\$27,115.03	(\$27,115.03)
Wtr/Swr Emergency	\$0.00	\$420.00	(\$420.00)
Total Acct 431	\$0.00	\$27,535.03	(\$27,535.03)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$27,916.81</b>	<b>(\$27,916.81)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$31,968.02</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$32,124.83</b>	

As of 12/31/2013

**Sewer Enterprise Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$417.51	\$417.51
Sewer Fee	\$0.00	\$39,398.03	\$39,398.03
Total Acct 341	\$0.00	\$39,815.54	\$39,815.54
DELQ - Water-Sewer fees	\$0.00	\$1,646.12	\$1,646.12
Total Acct 361	\$0.00	\$1,646.12	\$1,646.12
Interest Earnings	\$0.00	\$6.55	\$6.55
Total Acct 362	\$0.00	\$6.55	\$6.55
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$41,468.21</b>	<b>\$41,468.21</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$200.00	(\$200.00)
Total Acct 414	\$0.00	\$200.00	(\$200.00)
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Utility Locates	\$0.00	\$116.82	(\$116.82)
Total Acct 428	\$0.00	\$116.82	(\$116.82)
Wtr/Swr Emergency	\$0.00	\$1,683.21	(\$1,683.21)
Sewer Utility	\$0.00	\$42,201.54	(\$42,201.54)
Total Acct 431	\$0.00	\$43,884.75	(\$43,884.75)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$44,216.57</b>	<b>(\$44,216.57)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$115,000.00</b>	
<b>Cash Balance as of 12/31/2013</b>		<b>\$112,251.64</b>	

As of 07/03/2013  
Fiscal Year:2013

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$525,009.93	\$189,783.44	\$195,366.73	\$519,426.64
Tree Canopy Care	\$8,350.00	\$0.00	\$8,350.00	\$0.00
Special Rev Projects	\$13,756.91	\$1,900.29	\$3,639.07	\$12,018.13
Spec Project-Elm Easement	\$0.00	\$0.00	\$0.00	\$0.00
Spec Rev - Warm House	\$0.00	\$100.00	\$0.00	\$100.00
Sewer 2004 Bonds	\$0.00	\$4,133.40	\$1,261.13	\$2,872.27
Birchwood In Re-hab Bond	\$0.00	\$312.70	\$183.00	\$129.70
Sewer Re-hab 2008 Debt	\$0.00	\$10,632.50	\$3,381.61	\$7,250.89
Cap Project - PW	\$44,571.00	\$0.00	\$44,571.00	\$0.00
Capital Projects	\$58,587.99	\$0.00	\$0.00	\$58,587.99
Cap Proj - Catchbasin	\$0.00	\$0.00	\$0.00	\$0.00
Water Enterprise Fund	\$31,968.02	\$28,073.62	\$27,916.81	\$32,124.83
Sewer Enterprise Fund	\$115,000.00	\$41,468.21	\$44,216.57	\$112,251.64
<b>Total</b>	<b>\$797,243.85</b>	<b>\$276,404.16</b>	<b>\$328,885.92</b>	<b>\$744,762.09</b>

**JOINT POWERS AGREEMENT  
FOR THE CITY OF ROSEVILLE EXTENSION OF MANAGEMENT  
INFORMATION SERVICES AND SUPPORT TO CITY OF BIRCHWOOD  
VILLAGE**

**THIS AGREEMENT**, entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and **CITY OF BIRCHWOOD VILLAGE** a Minnesota municipal corporation (“Birchwood Village”), is effective upon the execution of this Agreement by the named officers of both entities.

**RECITALS**

**WHEREAS**, Roseville has an established Information Technology Department and technical employees that are able to provide the services requested by Birchwood Village, and;

**WHEREAS**, Roseville has an existing Microsoft Windows Active Directory networking domain including Microsoft Exchange messaging systems;

**WHEREAS**, Birchwood Village is in need of information technology and network related services and support, and;

**WHEREAS**, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

**NOW, THEREFORE**, it is mutually stipulated and agreed to as follows:

**1. SERVICES.**

A. Roseville shall provide qualified management information systems employees of Roseville (“Employees”) to perform computer, network and related technical services required by Birchwood Village. These services include the following:

- User access to Active Directory services, including MS Exchange Messaging and

SharePoint Services, subject to global security policies and procedures.

- Desktop technical support for issues not resolvable in-house.
- Necessary network licenses to access Active Directory services and Exchange messaging application.
- Desktop Antivirus Management, Licensing, and Support

Support of systems to be provided by Roseville is generally within normal working hours of 8:00 a.m. until 4:30 p.m. Monday through Friday. However considerations will be made for emergency situations and system upgrades which would require off hours support.

B. Roseville shall be solely responsible for compensating the assigned Employee(s) engaged in providing computer and technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of Roseville. In addition, Roseville shall be solely responsible for worker's compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. Roseville shall retain the authority to control the employees, including the right to hire, fire and discipline them.

C. Birchwood Village will provide the necessary office, equipment, and supplies for the assigned Employee(s) to provide the services required hereunder and will bear all costs attendant thereto. Birchwood Village is responsible for any additional licensing, software, and hardware necessary to operate and access network servers and other related equipment owned by Birchwood Village.

D. The City Clerk, or designee, of Birchwood Village shall communicate scheduling of work to be performed by the assigned Employee(s).

2. **PAYMENT.** Birchwood Village will compensate Roseville for services rendered under this agreement in the annual amount of FOUR THOUSAND FOUR HUNDRED TWENTY FIVE and No/100 Dollars (\$4,425.00) for services rendered based on the adopted 2013-2014 Cost Distribution Table. Annual adjustments will be presented to Birchwood Village as part of an established budget review process. All proposed changes are to be presented to Birchwood Village no later than August 1<sup>st</sup> of each year. Birchwood Village shall make monthly payments, upon presentation by Roseville of a monthly billing equal to one-twelfth (1/12<sup>th</sup>) of the annual amount herein stated.

3. **INDEMNIFICATION.** Roseville agrees to assume sole liability for any negligent or intentional acts of the assigned Employee(s) while performing the assigned duties within the jurisdiction of either city up to the maximum tort liability limits as set forth in Minnesota Statutes § 466.04. Each city agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees up to the maximum tort liability limits as set forth in Minnesota Statutes § 466.04 resulting from or related to the actions of each city, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence.

4. **TERMINATION, SEPARABILITY.**

A. This Agreement may be terminated by either party upon ninety (90) days' notice provided to the respective City Manager of Roseville or City Clerk of Birchwood Village.

B. Upon termination no further amounts shall be due and payable by Birchwood Village to Roseville under Section 2 of this agreement and any and all records or property of the respective cities will be returned to the appropriate city within 90 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

E. This agreement may not be assigned by any party without the prior consent of the other party.

**IN WITNESS WHEREOF**, the City of Roseville and City of Birchwood Village have caused this Agreement to be duly executed effective on the day and year last entered below.

Dated: \_\_\_\_\_

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Dan Roe  
It's Mayor

By: \_\_\_\_\_  
Patrick Trudgeon  
It's Acting City Manager

Dated: \_\_\_\_\_

**CITY OF BIRCHWOOD VILLAGE**

By: \_\_\_\_\_  
Mary Wingfield  
It's Mayor

By: \_\_\_\_\_  
Cindie J Reiter  
It's Acting City Clerk

**SHARED SERVICES AGREEMENT  
FOR THE CITY OF ROSEVILLE EXTENSION OF IP TELEPHONY SERVICES  
TO THE CITY OF BIRCHWOOD VILLAGE**

**THIS SHARED SERVICES AGREEMENT** entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and the **CITY OF BIRCHWOOD VILLAGE**, a Minnesota municipal corporation (“Birchwood Village”), is effective upon the execution of this Agreement by the named officers of both organizations.

**RECITALS**

**WHEREAS**, Birchwood Village owns Cisco Internetworking Protocol (IP) telephony handsets, voice gateways and other Cisco IP telephony peripheral equipment and;

**WHEREAS**, Birchwood Village requires access to Cisco IP telephony control equipment which includes Call Manager, Unity Voice Mail, and other associated Cisco IP control devices and;

**WHEREAS**, Birchwood Village requires technical support to operate and maintain this equipment and;

**WHEREAS**, Roseville has existing Cisco Internetworking Protocol (IP) control equipment which can be extended to Birchwood Village and;

**WHEREAS**, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

**NOW, THEREFORE**, it is mutually stipulated and agreed to as follows:

**1. SERVICES.**

A. The City of Roseville shall provide qualified management information systems employees (“Employees”) to perform telephony related technical services required by Birchwood Village. These services include the following:

- Support of Birchwood Village Cisco IP telephony services and equipment.
- Access to Roseville's Cisco IP telephony control equipment.
- Access to the Public Switched Telephone Network (PSTN) through shared voice gateway servers.

Support of systems to be provided by Roseville is generally within normal working hours of 8:00 a.m. until 4:30 p.m. Monday through Friday. However considerations will be made for emergency situations and system upgrades which would require off hours support.

B. Roseville shall be solely responsible for compensating the assigned Employee(s) engaged in providing computer and technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of Roseville. In addition, Roseville shall be solely responsible for worker's compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. Roseville shall retain the authority to control the employees, including the right to hire, fire and discipline them.

C. Birchwood Village will provide the necessary office, equipment, and supplies for the assigned Employee(s) to provide the services required hereunder and will bear all costs attendant thereto.

D. The City Clerk, or a designee, of Birchwood Village shall communicate scheduling of work to be performed by the assigned Employee(s).

2. **PAYMENT.** Birchwood Village will compensate Roseville for services rendered in the annual amount listed in the attached Exhibit A: Cost of Services. These charges are billed monthly from this agreement under the provisions listed in the Telephony Services Cost

Recovery Agreement.

3. **FINANCIAL ADJUSTMENTS.** The financial terms of this agreement will be reviewed annually and appropriate cost adjustments made to reflect increases in labor, licensing or equipment necessary to carry out the service terms of the agreement.

4. **INDEMNIFICATION.** Roseville agrees to assume sole liability for any negligent or intentional acts of the assigned Employee(s) while performing the assigned duties within the jurisdiction of either entity. Each entity agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees resulting from or related to the actions of each entity, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence.

5. **INTERRUPTION OF SERVICE.** Any failure of Roseville's Telephony equipment including, but not limited to, software, hardware, telephone, frame relay services, or other related equipment, whether the responsibility of Roseville or its various providers will be addressed as quickly as possible and efforts made at rectification within a reasonable period of time. In this regard, Roseville's responsibility is limited to notifying the respective personnel or providers during normal business hours. If, for whatever reason, repairs are not reasonably made, Birchwood Village hereby waives and releases Roseville from any liability for personal injury or property damage Birchwood Village may sustain as a result of such failure.

6. **TERMINATION, SEPARABILITY.**

A. This Agreement may be terminated by either party upon ninety (90) days' notice provided to the respective City Manager of Roseville or the City Clerk of Birchwood Village.

B. Upon termination, any and all records or property of the respective entity will be returned to the appropriate city within 90 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

**IN WITNESS WHEREOF**, THE City of Roseville and City of Birchwood Village have caused this Agreement to be duly executed effective on the day and year last entered below.

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Dan Roe  
It's Mayor

By: \_\_\_\_\_  
Patrick Trudgeon  
It's Acting City Manager

Dated: \_\_\_\_\_

**CITY OF BIRCHWOOD VILLAGE**

By: \_\_\_\_\_  
Mary Wingfield  
It's Mayor

By: \_\_\_\_\_  
Cindie J Reiter  
It's City Clerk

Dated: \_\_\_\_\_

2014 Cost Allocation- FINAL

	Computer/Client Support			Network Systems Support			Exchange/Users			Server Support			Administrative			Internet Access		
	Units	Share	Cost	Units	Share	Cost	Units	Share	Cost	Units	Share	Cost	Units	Share	Cost	Units	Share	Cost
Anoka	116	9.9%	\$ 58,123	17	5.3%	\$ 8,317	124	9.0%	\$ 12,838	4	7.8%	\$ 26,738	261	8.9%	\$ 7,947	124	9.0%	\$ 2,464
Arden Hills	44	3.8%	\$ 22,047	5	1.6%	\$ 2,446	38	2.7%	\$ 3,934	1	2.0%	\$ 6,684	88	3.0%	\$ 2,680	38	2.7%	\$ 755
Birchwood Lake Village	2	0.2%	\$ 1,002	2	0.6%	\$ 979	2	0.1%	\$ 207	0.3	0.6%	\$ 2,005	6	0.2%	\$ 192	2	0.1%	\$ 40
Centennial Fire	12	1.0%	\$ 6,013	4	1.3%	\$ 1,957	9	0.7%	\$ 932	0.3	0.6%	\$ 2,005	25	0.9%	\$ 770	9	0.7%	\$ 179
East Bethel	24	2.1%	\$ 12,026	6	1.9%	\$ 2,936	29	2.1%	\$ 3,002	1	2.0%	\$ 6,684	60	2.1%	\$ 1,827	29	2.1%	\$ 576
Falcon Heights	19	1.6%	\$ 9,520	3	0.9%	\$ 1,468	15	1.1%	\$ 1,553	0.3	0.6%	\$ 2,005	37	1.3%	\$ 1,136	15	1.1%	\$ 298
Forest Lake	72	6.2%	\$ 36,077	21	6.6%	\$ 10,274	67	4.8%	\$ 6,937	1	2.0%	\$ 6,684	161	5.5%	\$ 4,902	67	4.8%	\$ 1,331
Gem Lake	1	0.1%	\$ 501	2	0.6%	\$ 979	2	0.1%	\$ 207	0	0.0%	\$ -	5	0.2%	\$ 152	2	0.1%	\$ 40
Hugo	25	2.1%	\$ 12,527	7	2.2%	\$ 3,425	42	3.0%	\$ 4,348	1	2.0%	\$ 6,684	75	2.6%	\$ 2,284	42	3.0%	\$ 835
Lauderdale	6	0.5%	\$ 3,006	2	0.6%	\$ 979	9	0.7%	\$ 932	0.3	0.6%	\$ 2,005	17	0.6%	\$ 527	9	0.7%	\$ 179
Little Canada	16	1.4%	\$ 8,017	4	1.3%	\$ 1,957	21	1.5%	\$ 2,174	0.3	0.6%	\$ 2,005	41	1.4%	\$ 1,258	21	1.5%	\$ 417
Lake Elmo	27	2.3%	\$ 13,529	7	2.2%	\$ 3,425	45	3.3%	\$ 4,659	1	2.0%	\$ 6,684	80	2.7%	\$ 2,436	45	3.3%	\$ 894
Lino Lakes	102	8.7%	\$ 51,108	15	4.7%	\$ 7,339	75	5.4%	\$ 7,765	1	2.0%	\$ 6,684	193	6.6%	\$ 5,877	75	5.4%	\$ 1,490
Mahtomedi	21	1.8%	\$ 10,522	7	2.2%	\$ 3,425	42	3.0%	\$ 4,348	2	3.9%	\$ 13,369	72	2.5%	\$ 2,192	42	3.0%	\$ 835
Mounds View	53	4.5%	\$ 26,556	10	3.1%	\$ 4,893	51	3.7%	\$ 5,280	1	2.0%	\$ 6,684	115	3.9%	\$ 3,502	51	3.7%	\$ 1,014
North Oaks	4	0.3%	\$ 2,004	2	0.6%	\$ 979	15	1.1%	\$ 1,553	0.3	0.6%	\$ 2,005	21	0.7%	\$ 649	15	1.1%	\$ 298
North St. Paul	88	7.5%	\$ 44,094	40	12.6%	\$ 19,570	147	10.6%	\$ 15,220	4	7.8%	\$ 26,738	279	9.6%	\$ 8,496	147	10.6%	\$ 2,921
Oakdale	165	14.1%	\$ 82,675	23	7.2%	\$ 11,253	142	10.3%	\$ 14,702	5	9.8%	\$ 33,422	335	11.5%	\$ 10,201	142	10.3%	\$ 2,822
Roseville	213	18.3%	\$ 106,726	84	26.4%	\$ 41,098	264	19.1%	\$ 27,333	22	43.1%	\$ 147,058	583	20.0%	\$ 17,752	264	19.1%	\$ 5,246
RWMWD	25	2.1%	\$ 12,527	4	1.3%	\$ 1,957	25	1.8%	\$ 2,588	0.3	0.6%	\$ 2,005	54	1.9%	\$ 1,653	25	1.8%	\$ 497
Saint Anthony	53	4.5%	\$ 26,556	19	6.0%	\$ 9,296	95	6.9%	\$ 9,836	2	3.9%	\$ 13,369	169	5.8%	\$ 5,146	95	6.9%	\$ 1,888
Saint Francis	22	1.9%	\$ 11,023	16	5.0%	\$ 7,828	36	2.6%	\$ 3,727	1	2.0%	\$ 6,684	75	2.6%	\$ 2,284	36	2.6%	\$ 715
Vadnais Heights	38	3.3%	\$ 19,040	14	4.4%	\$ 6,850	77	5.6%	\$ 7,972	1	2.0%	\$ 6,684	130	4.5%	\$ 3,958	77	5.6%	\$ 1,530
White Bear Twp	19	1.6%	\$ 9,520	4	1.3%	\$ 1,957	12	0.9%	\$ 1,242	1	2.0%	\$ 6,684	36	1.2%	\$ 1,096	12	0.9%	\$ 238
1,167			\$ 584,740	318		\$ 155,585	1384		\$ 143,292	51.1		\$ 341,576	2920		\$ 88,917	1,384		\$ 27,504
Annual/Unit			\$ 501.06			\$ 489.26			\$ 103.53			\$ 6,684.47			\$ 30.45			\$ 19.87
Monthly/Unit			\$ 41.76			\$ 40.77			\$ 8.63			\$ 557.04			\$ 2.54			\$ 1.66





**Master Technology Group**

**Birchwood Village City Hall  
207 Birchwood Ave  
Birchwood, MN 55110**

**6/25/13**

**Data Cabling**

Install Qty (6) Cat 6 Superior Essex plenum cables from new Data rack in upstairs AV room to the following locations.

- Install (1) single Cat 6 location to kitchen area upstairs.
- Install (1) single Cat 6 location for AP in ceiling of upstairs.
- Install (1) single Cat 6 location for fax downstairs.
- Install (1) single Cat 6 location for data downstairs.
- Install (1) dual Cat 6 location downstairs next to Cindie Reiter desk for her computer and printer next to her desk.

**Parts List**

- Qty 300 ft-Superior Essex Cat 6 blue cable
- Qty 12- Cat 6 orange Inserts Leviton
- Qty 1- 24 port open patch panel Leviton
- Qty-1- 4x4 plywood
- Qty-1- wall mounted 6U rack
- Misc- raceway and boxes

**General:**

- Proposal is based on performing work during normal business hours
- All cabling and components will be installed with adherence to ANSI/EIA/TIA 568 (revision A)- "Commercial Building Telecommunications Wiring & Fiber Standards", TIA/EIA TSB75 – "Additional Horizontal Cabling Practices for Open Offices", as well as all applicable electrical, building and fire protection codes.
- Installation crew will conduct themselves in a professional manner and cooperate with the General Contractor and other trades in the interest of a safe, timely, successful project
- Workmanship will be at the highest level of the trade
- Provide test results.

**Financial Summary**

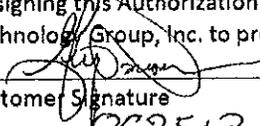
MTG shall provide the design, materials, tools, labor and project management to perform the services as requested by customer and as described in this proposal.

**Labor & Materials**

**\$ 1,419.00**

**Authorization to Proceed**

By signing this Authorization to Proceed, customer agrees to the above scope of work and pricing and authorizes Master Technology Group, Inc. to proceed with the project as proposed.

  
Customer Signature

Date: 6-25-13

002513  
Customer Purchase Order

We appreciate this opportunity. Please contact me with any questions.

Rod Spahn  
Project Manager  
952-808-3442 (desk)  
952-451-8622 (cell)  
Rod.Spahn@callmtg.com



# Telephony Services Cost Recovery Agreement

## A. General Information

Project Name: IP Telephony Service Date: \_\_\_\_\_  
City of Birchwood Village  
 Controlling Dept.: Roseville Information Modification Date: June 14, 2013  
Technology Department  
 Prepared By: Terre Heiser Authorized By: Chris Miller

## B. Overview

*This agreement provides for the recovery of costs associated with extending to the City of Birchwood Village the telephony services (IPT) system owned and operated by the City of Roseville. This cost recovery schedule is an addendum to the Cost Sharing Agreement executed between the two agencies.*

## C. Recovery Items

*PRI Access Charge Standard Rate: Shared cost of the public switched telephone network (PSTN) charges associated with providing external dial tone. Standard rate is charged to all general use telephone handsets.*

*Cisco Software Subscriptions: Annual licensing charges from manufacturer. License cover use of Cisco Unified Communication Manager, Unity Messaging, and Emergency Responder (e911)*

*Support Charge: Contribution to capital replacement and support of the shared IP Telephony equipment and servers.*

## H. Acceptance

Name/Title	Signature	Date



# Telephony Services Cost Recovery Agreement

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## H. Acceptance

Name/Title	Signature	Date



EXHIBIT A. –Cost of Services 2013/2014

**City of Birchwood Village  
Telephony Service Charges  
June, 2013**

Service Type	Monthly Charge
Telephone w/VM	\$ 12.25
Telephone Only	\$ 11.50
Extension w/VM (No Phone)	\$ 2.00
Extension Mobility	\$ 2.00
FAX/Analog	\$ 11.50

Facility	Telephone w/VM	Telephone Only	Extension w/VM	Fax
City Hall	2	1	-	1
	2	1	-	1
	\$ 24.50	\$ 11.50	\$ -	\$ 11.50
<b>City of Birchwood Village</b>	<b>\$ 47.50</b>			

Facility: City Hall

Service:

Code	Service Description	Unit Count	Unit Charge	Monthly Cost
1	Telephone w/VM	2	\$ 12.25	\$ 24.50
2	Telephone Only	1	\$ 11.50	\$ 11.50
3	Extension w/VM (No Phone)	-	\$ 2.00	\$ -
4	FAX/Analog	1	\$ 11.50	\$ 11.50
	<b>Facility Total</b>		<b>\$ 47.50</b>	

Extension	Service Code	Facility	Room	Cisco Model#
Telephone #1	1	City Hall	Administration	CP-7960G=
Telephone #2	1	City Hall	Administration	CP-7960G=
Telephone #3	2	City Hall	Community Room	CP-7940G=
FAX #1	4	City Hall	Administration	ATA-187-11-A=
<b>Total Devices</b>				<b>4</b>



*Information Technology Department*

*Note: Addition or deletion of telephone handsets, devices, or voice mail boxes will be change the amounts listed.*

*Long Distance and Directory Assistance Telephone charges are billed for actual usage on a separate statement and billed semi-annually.*

2. **PAYMENT.** Birchwood Village will compensate Roseville for services rendered under this agreement in the annual amount of FOUR THOUSAND FOUR HUNDRED TWENTY FIVE and No/100 Dollars (\$4,425.00) for services rendered based on the adopted 2013-2014 Cost Distribution Table. Annual adjustments will be presented to Birchwood Village as part of an established budget review process. All proposed changes are to be presented to Birchwood Village no later than August 1<sup>st</sup> of each year. Birchwood Village shall make monthly payments, upon presentation by Roseville of a monthly billing equal to one-twelfth (1/12<sup>th</sup>) of the annual amount herein stated.

3. **INDEMNIFICATION.** Roseville agrees to assume sole liability for any negligent or intentional acts of the assigned Employee(s) while performing the assigned duties within the jurisdiction of either city up to the maximum tort liability limits as set forth in Minnesota Statutes § 466.04. Each city agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees up to the maximum tort liability limits as set forth in Minnesota Statutes § 466.04 resulting from or related to the actions of each city, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence.

4. **TERMINATION, SEPARABILITY.**

A. This Agreement may be terminated by either party upon ninety (90) days' notice provided to the respective City Manager of Roseville or City Clerk of Birchwood Village.

B. Upon termination no further amounts shall be due and payable by Birchwood Village to Roseville under Section 2 of this agreement and any and all records or property of the respective cities will be returned to the appropriate city within 90 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

E. This agreement may not be assigned by any party without the prior consent of the other party.

**IN WITNESS WHEREOF**, the City of Roseville and City of Birchwood Village have caused this Agreement to be duly executed effective on the day and year last entered below.

Dated: \_\_\_\_\_

**CITY OF ROSEVILLE**

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

Dan Roe  
It's Mayor

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

Patrick Trudgeon  
It's Acting City Manager

Dated: \_\_\_\_\_

**CITY OF BIRCHWOOD VILLAGE**

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

Mary Wingfield  
It's Mayor

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

Cindie J Reiter  
It's Acting City Clerk

# EQUIPMENT SALE AND TRANSFER

Sold To: CITY OF BIRCHWOOD VILLAGE  
207 Birchwood Avenue  
Birchwood, MN 55110

DATE OF ORDER: 06/21/2013  
RECOVERY AMOUNT: \$747.91

## DESCRIPTION:

Mfg/Equipment Description	Serial Number	Recovered
Used Network Equipment		
Cisco Catalyst WS-C3500-24PWR-SMI	CAT0812X28X	\$75.00
Cisco WS-G5486= Optical Transceiver	A00686220	\$20.00
Cisco WS-G5486= Optical Transceiver	A00298659	\$20.00
New Network Equipment		
Cisco AIR-LAP1142N-A-K9 Wireless Access Point	FTX1647K5BP	\$391.16
Used Telephony Equipment		
Cisco CP-7960G= IP Telephone	INM0715011M	\$25.00
Cisco CP-7960G= IP Telephone	INM08351FSU	\$25.00
Cisco CP-7940G= IP Telephone	INM091221KS	\$25.00
New Telephony Equipment		
Cisco ATA187 Analog Telephone Adapter	FCH1703AYPV	\$166.75
Total Equipment Cost		\$747.91

REQUESTED BY: TERRE HEISER  
ROSEVILLE ACCOUNTS TO CREDIT: 109-01-77-00-0000-11-453.009

This is an allocation of spare or used equipment purchased by Roseville for the immediate benefit of those agencies requiring new or replacement equipment. Equipment is sold "as-is" without any warranty or guarantee.

Transferred equipment is functional as of the date of transfer however pending and future upgrades to the network server infrastructure may render the equipment unusable. This will require that the receiving agency acquire new or other used devices that are supported on the upgraded network. No refunds or exchanges of the assigned equipment will be given.

Equipment Received by:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchase Order/Reference#: \_\_\_\_\_

Implementing Adopted Policy Statements

To preserve the integrity and security of computing networks it is important that all users of the network abide by the same rules and policies governing the use of the network.

The collaborative network encompasses users from multiple agencies that effectively share a single network. All users operate within a common security boundary and as such must abide by the same rules and policies.

It is not necessary for each agency to adopt verbatim the policies put forward by the advisory board. The intent of the policy statements is to provide a framework which defines the intent and purpose of the policy. It is only important that each agency abide by the context of the policy but can take liberty in modifying the language of the policy statement to meet their individual agency format for personnel policies.

Respectfully submitted,

Terre Heiser  
Network Manager  
January 11, 2008

ACKNOWLEDGEMENT

I, the undersigned, acknowledge that I have read and understand the attached copies of the Metro-INET Computer and Network Use Policy guidelines and further agree to enforce these policies for City of Birchwood Village employees, contractors or other authorized users that require access to the Metro-INET shared networking domain and its resources. I also understand that I have 30 days from the date received below to return this signed cover sheet to the City of Roseville.

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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



CITY OF BIRCHWOOD VILLAGE  
207 Birchwood Avenue  
Birchwood Village, MN 55110

(Roseville)  
POLICY SAMPLE

## Technology Use and Access

### Policy

#### 1. General

- a. The City will ensure reasonable physical safeguards to maintain desktop and notebook computers and peripheral equipment in such a way to avoid inadvertent disclosure of City information.
- b. The City IT Department shall be responsible for secure installations, configurations, distribution, management and removal from service, of City desktop and notebook computers.
- c. The City may withdraw permission for any or all business or personal uses of its network or information systems at any time.

#### 2. Securing Desktop and Notebook Computers

- a. When leaving a desktop or notebook computer unattended, users shall apply the "Lock Workstation" feature (ctrl/alt/delete, enter) where systems allow.
- b. Unattended desktop and notebook computers shall be secured from viewing by password protected screen savers which should be set to automatically activate after a period of non-use. The period of non-use shall be for no more than sixty (60) minutes
- c. Desktop computer users shall store confidential and sensitive information on a networked drive (shared directory on the City network) and not the user's hard drive.
- d. Desktop and notebook computers and monitors shall be turned off at the end of each workday unless instructed otherwise by the IT Department to perform routine maintenance.
- e. Desktop and notebook computer users shall not disable or alter security safeguards, such as virus detection software, installed on City desktop or notebook computers.
- f. Additional security requirements may be required for computers containing data governed by other applicable State and Federal laws

including law enforcement data and data associated with the Health Insurance Portability and Accountability Act (HIPPA).

### **3. Physical Security Measures**

Physical security measures shall be used to secure notebooks, computer media, and other forms of information storage media containing confidential or sensitive information.

a. Mobile notebook computers actively connected to the network or information systems must not be left unattended.

b. Notebook computers left in a vehicle shall not be visible except in police, utility department or fire emergency vehicles where the device is mounted to the vehicle console. If possible, the notebook should be stored in a locked trunk. (Weather conditions should be considered when leaving electronic equipment in a vehicle for long periods of time.) Unattended vehicles shall be locked at all times.

c. Mobile notebook computers, computer media and any other forms of removable storage (e.g. diskettes, CD ROMs, zip disks, PDAs, flash drives) should be stored in a secure location, attached to the workstation by a locking cable or stored in a locked cabinet when not in use.

d. Other information storage media containing confidential data such as paper, files, tapes, etc. shall be stored in a secure location or locked cabinet when not in use.

### **4. Peripheral Equipment**

Peripheral equipment (e.g. printers, faxes, copiers) that store, produce and/or transfer confidential or sensitive information shall be protected from inadvertent or unauthorized access.

a. Fax and telex machines that store or transmit confidential or sensitive information shall be placed in secure locations and monitored.

b. All documents containing confidential or sensitive information shall be cleared from printers and copiers immediately.

### **5. Unauthorized Software**

a. Individual users shall not install or download software applications and/or executable files to any City desktop or notebook computer without prior authorization from the IT Department.

b. The IT shall make available to users, a list of authorized and accepted software and applications approved by the City.

### **6. Viruses**

a. Desktop and notebook computer users shall not write, compile, copy, knowingly propagate, execute, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of

- any computer system (e.g. virus, bacteria, worm, Trojan horse, or the like).
- b. Suspected viruses should be reported immediately to the IT Department.
  - c. Viruses shall not be deleted without expert assistance unless instructed by the IT Department.

#### **7. Monitoring of desktop and notebook computers.**

- a. The City reserves the right to monitor individual user desktop and notebook computers at random or for cause.

#### **8. Technical Security**

Desktop and notebook computers shall be configured to reduce the risk of inadvertent or unauthorized access to City information and systems.

- a. All City desktop and notebook computers shall be configured according to City desktop and notebook configuration standards.
- b. Without exception, a user's standard login account cannot be a member of the local machine administrator's group on the user's assigned desktop or notebook computer.
- c. User identification (name) and authentication (password) shall be required to access the operating system of all desktop and notebook computers whenever turned on or booted.
- d. Local hard drives shall not be accessible when a desktop or notebook computer is booted from mobile media, e.g., a diskette or compact disk.
- e. City standard virus detection software shall be installed on all desktop and notebook computers, mobile, and remote devices and shall be configured to check files when read and routinely scan the system for viruses.
- f. Desktop and notebook computers shall be configured to log all significant computer security relevant events (e.g., password guessing, unauthorized access attempts or modifications to applications or systems software.)

#### **9. Policy exceptions**

- a. The IT Department Network Manager shall be authorized to approve or deny policy exceptions regarding elements of any security policy. Policy exception requests shall be submitted electronically or in hard copy form to the Network Manager.



CITY OF BIRCHWOOD VILLAGE  
207 Birchwood Avenue  
Birchwood Village, MN 55110

SAMPLE  
POLICY

Verbiage provide  
by City of Roseville

## Email Acceptable Use

### Policy

Email access is controlled through individual accounts and passwords. Each user of the City's email system is required to read and sign a copy of this Email Acceptable Use Policy prior to receiving an email access account and password. It is the responsibility of the employee to protect the confidentiality of their account and password information.

**All full-time employees are entitled to an email account.**

Temporary email accounts will be granted to third party non-employees on a case-by-case basis. Applications for these temporary accounts must be submitted in writing to the Network Manager. All terms, conditions, and restrictions governing email use must be in a written and signed agreement.

Email access will be terminated when the employee or third party terminates their association with the City, unless other arrangements are made. The City is under no obligation to store or forward the contents of an individual's email inbox/outbox after the term of their employment has ceased.

### General Expectations of End Users

Important official communications are often delivered via email. As a result, employees of the City with email accounts are expected to check their email in a consistent and timely manner so that they are aware of important City announcements and updates, as well as for fulfilling business and assigned tasks.

Email users are responsible for mailbox management, including organization and cleaning. If a user subscribes to a mailing list, he or she must be aware of how to remove their email address from the list, and is responsible for doing so in the event that their

current email address changes.

Email users are also expected to comply with normal standards of professional and personal courtesy and conduct.

### **Appropriate Use**

Individuals at the City are encouraged to use email to further the goals and objectives of the City. The types of activities that are encouraged include:

1. Communicating with fellow employees, business partners of the City, and clients within the context of an individual's assigned responsibilities.
2. Participating in educational or professional development activities.

### **Inappropriate Use**

The City's email systems and services are not to be used for purposes that could be reasonably expected to cause excessive strain on systems. Individual email use will not interfere with others' use of the City's email system and services. Email use at the City will comply with all applicable laws, all the City policies, and all City contracts.

The following activities are deemed inappropriate uses of the City systems and services and are prohibited:

1. Use of email in any way that violates the City's policies, rules, or administrative orders.
2. Viewing, copying, altering, or deletion of email accounts or files belonging to the City or another individual without authorized permission.
3. Sending of unreasonably large email attachments. The total size of an individual email message sent or received (including attachment) must be 50Mb or less.
4. Opening email attachments from unknown or unsigned sources. Attachments are the primary source of computer viruses and should be treated with utmost caution.
5. Sharing email account passwords with another person, or attempting to obtain another person's email account password. Email accounts are only to be used by the registered user.
6. Excessive personal use of the City email resources. The City allows limited personal use for communication with family and friends, independent learning, and public service so long as it does not interfere with staff productivity, pre-empt any business activity, or consume more than a trivial amount of resources. The City prohibits personal use of its email systems and services for unsolicited mass mailings, non-City commercial activity, political campaigning, dissemination of chain letters, and use by non-employees.

**Email Retention** – Please refer to the Email Archiving and Retention Policy



CITY OF BIRCHWOOD VILLAGE  
207 Birchwood Avenue  
Birchwood Village, MN 55110

SAMPLE  
POLICY  
(Roseville)

### Internet Access

#### Policy

Internet access at the City is controlled through individual accounts and passwords. Department managers are responsible for defining appropriate Internet access levels for the persons in their department and conveying that information to the Network Manager. Each user of the City system is required to read this Internet policy and sign an Internet use agreement prior to receiving an Internet access account and password.

#### Appropriate Use

Individuals at the City are encouraged to use the Internet to further the goals and objectives of the City. The types of activities that are encouraged include:

#### Technology Use and Access Policies

1. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities;
2. Participating in educational or professional development activities.

#### Inappropriate Use

Individual Internet use will not interfere with others' use and enjoyment of the Internet. Users will not violate the network policies of any network accessed through their account. Internet use at the City will comply with all Federal and State laws, all the City policy, and all the City contracts. This includes, but is not limited to, the following:

1. The Internet may not be used in any way that violates the City's policies, rules, or administrative orders including, but not limited to, the City's employee code of conduct policies. Use of the Internet in a manner that is not consistent with the mission of the City, misrepresents the City, or violates any the City policy is prohibited.
2. Individuals should limit their personal use of the Internet. The City allows limited personal use for communication with family and friends, independent learning, and public service. The City prohibits use for mass unsolicited mailings, access for nonemployees to the City resources or network facilities, competitive commercial activity unless pre-approved by the City, and the dissemination of chain letters.

**Security**

For security purposes, users may not share account or password information with another person. Internet accounts are to be used only by the assigned user of the account for authorized purposes. Attempting to obtain another user's account password is strictly prohibited. Users are required to change or obtain a new password if they have reason to believe that any unauthorized person has learned their password. Users are required to take all necessary precautions to prevent unauthorized access to Internet services.

**Monitoring**

The City may monitor any Internet activity occurring on the City equipment or accounts. If the City discovers activities which do not comply with applicable law or departmental policy, records retrieved may be used to document the violation of this policy statement.

**Website Blocking and Filtering**

The City currently does employ filtering software to limit access to sites on the Internet. Restricted sites typically contain adult or pornographic material. To preserve Internet bandwidth websites that use an inordinate amount of bandwidth will be filtered. These sites typically contain streaming video and audio but also includes sites that contain large file downloads. Exceptions to the filtering policy can be submitted to the Network Manager for review.



CITY OF BIRCHWOOD VILLAGE  
207 Birchwood Avenue  
Birchwood Village, MN 55110

SAMPLE  
POLICY  
(Roseville  
language)

## Passwords

### Policy

#### General

1. Passwords must be changed every 90 days.
2. Password must be unique from the past 10 passwords (you cannot use the same password as before)
3. Users will be notified by system prompts two weeks in advance of password expiration date. At this time, users will be prompted to select a new password.
4. All passwords must conform to strong password guidelines outlined below.

#### Password Construction Guidelines

Passwords are used to access any number of City information systems, including the network, database applications, email, and the Internet. Poorly designed passwords are easily cracked, and put the entire system at risk. Therefore, strong passwords are necessary to protect the integrity of the network and data. Try to create a password that is also easy to remember.

1. Passwords should not be based on well-known or easily accessible personal information.
2. Passwords must contain at least 8 characters. A strong password will contain a series of numbers, letters and special characters and would contain the following:

- Contain characters from three of the following four categories:
- English uppercase characters (A through Z)
- English lowercase characters (a through z)
- Base 10 digits (0 through 9)
- Non-alphabetic characters (for example, !, \$, #, %)
- Complexity requirements are enforced when passwords are changed or created.

3. Passwords must not be based on a users' personal information or that of his or her

friends, family members, or pets. Personal information includes logon I.D., name, birthday, address, phone number, social security number, or any permutations thereof.

4. Passwords must not be words that can be found in a standard dictionary (English or foreign) or are publicly known slang or jargon.
5. Passwords must not be based on publicly known fictional characters from books, films, and so on.
6. Passwords must not be based on the company's name or geographic location.

### **Password Protection Guidelines**

1. Passwords should be treated as confidential information. No employee is to give, tell, or hint at their password to another person, including IT staff, administrators, superiors, other co-workers, friends, and family members, under any circumstances.
2. If someone demands your password, refer them to this policy or have them contact the IT Department.
3. Passwords are not to be transmitted electronically over the unprotected Internet, such as via e-mail. However, passwords may be used to gain remote access to company resources via the City's IPsec-secured Virtual Private Network or SSLprotected Web site.
4. No employee is to keep an unsecured written record of his or her passwords, either on paper or in an electronic file. If it proves necessary to keep a record of a password, then it must be kept in a controlled access safe if in hardcopy form or in an encrypted file if in electronic form.
5. Do not use the "Remember Password" feature of applications.
6. Passwords used to gain access to City systems should not be used as passwords to access non-City accounts or information.
7. If possible, don't use the same password to access multiple databases or network systems.
8. If an employee either knows or suspects that their password has been compromised, it must be reported to the IT Department and the password changed immediately.
9. The IT Department may attempt to crack or guess users' passwords as part of its ongoing security vulnerability auditing process. If a password is cracked or guessed during one of these audits, the user will be required to change his or her password immediately.

WASHINGTON COUNTY	
Contract # <u>6964</u>	
Dept.	<u>Sheriff</u>
Div.	<u>Patrol</u>
Term	<u>1-1-13 - 1-1-16</u>

**AGREEMENT FOR  
LAW ENFORCEMENT SERVICES**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Washington ("County") and the cities of Mahtomedi, Dellwood, and Willernie (individually "City," collectively, "Cities") for the provision of Law Enforcement Services to the Cities by the County.

**Whereas**, the Cities are desirous of contracting for the performance by the County of the hereinafter described law enforcement functions for and within the political boundaries of the Cities through the Washington County Sheriff's Office; and

**Whereas**, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

**Whereas**, this Agreement is authorized and provided for by the provisions of Minnesota Statutes, Sections 412.221, subd 2., 471.59 and 436.05.

**NOW, THEREFORE**, pursuant to the terms of the aforementioned statutes and in consideration of the mutual promises contained herein, it is mutually agreed between the County and Cities as follows:

**I. Scope of Services**

1. The County, through the Washington County Sheriff's Office ("Sheriff's Office"), agrees to provide Law Enforcement Services within the corporate limits of the Cities, including but not limited to the following:
  - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property;
  - b. Enforcement of Minnesota State Statutes and the ordinances of the Cities;
  - c. Traffic enforcement, including the regular use of radar or laser as a speed deterrent;
  - d. Criminal investigative and crime lab services;
  - e. Responding to police, medical, fire, and other emergencies;
  - f. Dispatching and other necessary communication services;
  - g. Driver's license inspections, background checks, and license enforcement services as required under applicable state law and city ordinances;

- h. Special event traffic patrol and patrol services for community festivals or other public events;
  - i. Enforcement of the Juvenile Code of the State of Minnesota, as applicable;
  - j. Attendance at Public Safety or City Council meetings as requested by the Cities; and
  - k. Such other law enforced functions and services as may be requested by the Cities and which encompass the duties and functions of the type customarily performed by a municipal police force except that the County shall not be required to provide an animal control officer to the Cities.
2. The County shall provide five (5) dedicated licensed peace officers who are employees of the Sheriff's Office to provide a total of approximately 200 hours of weekly Law Enforcement Services to the Cities. This enhanced police coverage is in addition to "base" coverage as required by Minnesota law.
  3. Law Enforcement Services shall be provided to the Cities twenty-four (24) hours a day, seven (7) days a week.
  4. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide the services required by this Agreement.
  5. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court(s) of the County under the laws of the State of Minnesota or ordinances of the Cities, and fines, if any, will be remitted in accordance with the laws of the State of Minnesota.
  6. The County shall submit to each City a monthly activity report detailing the activities of the Sheriff's Office within the Cities. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.

## **II. Assumption of Liability/Insurance**

1. Except as otherwise provided herein, the Cities shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel providing Law Enforcement Services to the Cities under this Agreement and the County hereby assumes said liabilities.
2. Except as otherwise provided herein, the Cities shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment with the County and/or provision of Law Enforcement Services to the Cities, and the County agrees to indemnify and hold harmless the Cities against any such claims.

3. The Cities and their officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the County or the County's agents, officers, or employees performing services pursuant to this Agreement, and the County shall hold the Cities and their officers and employees harmless from and shall defend and indemnify the Cities, their officers, and employees, against any claim for damages arising out of the County's performance of this Agreement.
4. The County and its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the Cities or of any of the officers, agents, or employees of the Cities, and the Cities shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages arising out of the Cities' performance of this Agreement, up to the municipal tort limits found in Minnesota Statutes, Section 466.04.
5. The County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance or self-insurance in amounts deemed appropriate by the County.
6. All deputy sheriffs, clerks, dispatchers, and all other County personnel performing duties pursuant to this Agreement shall at all times and for all purposes be considered employees of the County.

### **III. Payment**

1. The Cities agree to pay to the County the actual Direct Costs and Expenses of providing the Cities with the Law Enforcement Services provided for by this Agreement, including the full-time services of five (5) full-time equivalent (FTE) deputy officers.
2. The Cities shall each pay a percentage of the total actual Direct Costs and Expenses of the County for the provision of Law Enforcement Services to the Cities based on each City's population, as described in Exhibit A. Each City's percentage of Direct Costs and Expenses shall be adjusted annually based on updated population figures obtained from U.S. Census figures. The Cities shall provide updated population figures and percentages to the Sheriff's Office no later than July 1<sup>st</sup> of each year to be used in calculating cost allocations for the next year.
3. "Direct Costs and Expenses" shall mean the salaries, employer's public employee retirement contributions, workers' compensation premiums, and vacation pay of the dedicated employees of the County who perform the law enforcement series to the Cities under this Agreement, as well as other related and customary costs incurred by the County as a direct result of providing the Law Enforcement Services to the Cities under this Agreement, including mileage and vehicle costs. Direct Costs and Expenses shall be those described on Exhibit B, and shall be calculated as provided therein. Direct Costs and Expenses shall not include items of cost and expense attributable to services and facilities provided or available to the Cities which by state law the County must provide.

Computation of actual costs hereunder shall be made by the Washington County Sheriff's Office, Budgeting and Accounting Division.

4. The County shall bill the Cities on a semi-annual basis for the provision of services under this Agreement in accordance with the cost allocations found in Exhibit A, and each of the Cities shall pay the amounts required of the specific City on a semi-annual basis by directing to the County a check or voucher payable to the County Treasurer. If a City fails to pay the County for its share of the provision of services in accordance with the cost allocations found in Exhibit A, the remaining Cities shall not be responsible for the payment of that City's share of total cost of this Agreement.
5. An estimate of the Cities' costs for the upcoming year shall be furnished by the County to the Cities no later than August first of each year.

#### **IV. Cooperation of Parties**

1. To facilitate the County's performance pursuant to this Agreement, the Cities and County shall work together to achieve the objectives of this Agreement for the benefit of the residents of the Cities. Each Party to this Agreement shall designate a liaison for the purposes stated above. Meetings of the liaisons can be called by any of the Parties as requested.
2. The manner and standards of performance, the discipline of officers and employees, and other matters incident to the provision of services under this Agreement, and the control of personnel employed by the Washington County Sheriff's Office, shall be subject solely to the control of the County.
3. In the event one or more of the Cities through its governing body or authorized agent notifies the County that it is dissatisfied with the assignment of personnel for the performance of services under the Agreement and requests a change in assigned personnel, the County shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the County to provide services to other areas of Washington County in a timely and efficient manner.

#### **V. Additional Terms**

1. It is understood that this Agreement contains the entire agreement between the parties, and that no statement, promises, or inducements made by any party hereto, or any officer, agent, or employee of any party hereto which is not contained in this written Agreement shall be valid ad binding. This Agreement may not be modified except in writing, signed by all parties.
2. The effective date of this Agreement is January 1, 2013.
3. This Agreement shall remain in effect for a period of 3 years, unless earlier terminated by operation of law or pursuant to Section V(4). This Agreement shall automatically renew

for a period of one (1) year following the expiration of the initial three (3) year term and/or any renewal term. Any party may terminate the Agreement during a renewal term by providing one hundred and eighty (180) days' notice of termination to all other Parties.

4. This Agreement may not be terminated by any party during the first two (2) years from the effective date of the Agreement. This Agreement may be terminated at any time and without any financial penalty by any of the Cities during the third year of the Agreement by giving the other Parties written notice one hundred and eighty (180) days prior to the termination date. If a City provides notice of termination to the other Parties, the County shall be responsible for providing Law Enforcement Services to the remaining Cities at the same levels of service as previously provided to the remaining Cities for the duration of this Agreement, and the remaining Cities shall only be required to pay for the Law Enforcement Services provided by the County in the amounts and percentages listed in Exhibits A and B, and shall not be required to pay for the terminating City(s)' Cost Allocation Percentage.
5. The Parties agree that any amendment to this Agreement which decreases the number of officers provided to the Cities shall not be effective until one hundred and eighty (180) days after the amendment has been executed by the Parties.
6. Notices shall be sent:
  - a. To the County: Washington County  
Attention: County Administrator  
14949 62nd Street North  
P.O. Box 6  
Stillwater, Minnesota 55082-
  - b. To the City of Mahtomedi: City of Mahtomedi  
Attention: City Administrator  
600 Stillwater Road  
Mahtomedi, MN 55115
  - c. To the City of Willernie: City of Willernie  
Attention: City Clerk  
P.O. Box 487  
Willernie, MN 55090
  - d. To the City of Dellwood: City of Dellwood  
Attention: City Clerk/Administrator  
111 Wildwood Road  
P. O. Box 775  
Willernie, MN 55090

7. This Agreement may not be assigned without the written consent of all Parties.
8. This Agreement shall be construed under the laws of the State of Minnesota.
9. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[The remainder of this page is intentionally left blank.]

Exhibit A

<u>2013 Cost Allocation Percentages</u>		<u>2013 Budget Estimate</u>
Mahtomedi	74.14%	\$396,826.05
Dellwood	17.83%	\$95,433.08
Willernie	8.03%	\$42,979.68
Total	100%	\$535,238.81

2014 Cost Allocation Percentages

Mahtomedi	83.02%
Dellwood	11.50%
Willernie	5.48%
Total	100%

<u>2015</u>	<u>Cost</u>	<u>Allocation</u>	<u>Percentages</u>
Mahtomedi	83.02%		
Dellwood	11.50%		
Willernie	5.48%		
Total	100%		

**Exhibit B**

**Mahtomedi, Dellwood, Willernie - 2013 Estimate  
Law Enforcement Contract (166012)**

5.0 FTE Deputies

**WAGES**

Average Annual Hours Worked Per Assigned Deputies	9,140.00	
x Average Hourly Wage	<u>\$30.45</u>	\$278,343.47
Average Annual Overtime Hours Worked Per Assigned Deputies	148.00	
x Average Hourly OT Wage	<u>\$45.68</u>	\$6,760.64
Average Annual Hours Worked Per Non-Assigned Deputies	1,133.00	
x Average Hourly Wage	<u>\$32.40</u>	\$36,709.20
Average Annual Overtime Hours Worked Per Non-Assigned Deputies	155.00	
	<u>\$48.60</u>	\$7,533.00
Total Regular and Overtime Wages		<u>\$329,346.31</u>
Holiday Pay		\$13,770.00
Vacation Pay		\$6,257.70
Sick Pay		<u>\$18,773.10</u>
Total Annual Wages		\$368,147.11
<b>BENEFITS</b>		
PERA	\$53,013.18	
Medicare	\$5,338.13	
Uniform Allowance per Assigned Deputies	\$3,500.00	
Life Insurance per Assigned Deputies	\$150.00	
Hospitalization Insurance per Assigned Deputies	\$37,485.70	
LTD Insurance per Assigned Deputies	\$550.00	
Medical Pool per Assigned Deputies	\$4,200.00	
Retiree Med & Liab Ins	<u>\$34,973.98</u>	
Total Annual Benefits		\$139,210.99
<b>CREDITS</b>		
Average Annual Court Appearance Hours per contract	15.00	(\$456.80)
State Aid Credit		<u>(\$53,013.18)</u>
		(\$53,469.98)
Total Adjusted Annual Wages and Benefits		<u><u>\$453,888.11</u></u>

**OTHER EXPENSES**

2 Clerical Support Staff Annual Average Wages per Assigned Deputies	\$15,565.20	
Annual Average Supervision Wages per Assigned Deputies	\$16,600.50	
Annual Deputies Cell Phone Expense @50% Cost	<u>\$900.00</u>	
Total Annual Other Expenses		<u>\$33,065.70</u>
Total Annual Deputies Costs		<u>\$486,953.81</u>
MILEAGE		
Average Annual Mileage @ \$.555 per Mile	87,000	<u>\$48,285.00</u>
Total Annual Contract Cost		<u>\$535,238.81</u>

**IN WITNESS WHEREOF**, the Cities have caused this Agreement to be signed by their Mayor and attested to by their City Administrators and/or City clerks and the County has caused this Agreement to be signed by the Chairperson of its Board of County Commissioners and attested to by its County Administrator and the seal of the County and Cities affixed thereto.

Dated: 11-20-12

**CITY OF MAHTOMEDI, MINNESOTA**

By: Judson Marshall  
**Judson Marshall**  
**Its Mayor**

**ATTEST:**

By: Mary Solie  
**Mary Solie**  
**Its City Clerk**

IN WITNESS WHEREOF, the Cities have caused this Agreement to be signed by their Mayor and attested to by their City Administrators and/or City clerks and the County has caused this Agreement to be signed by the Chairperson of its Board of County Commissioners and attested to by its County Administrator and the seal of the County and Cities affixed thereto.

Dated: 11-13-12

CITY OF DELLWOOD, MINNESOTA

By: Robert Nuffort  
Robert Nuffort  
Its Mayor

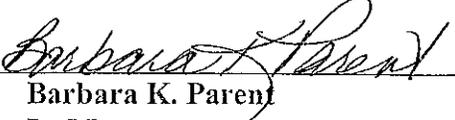
ATTEST:

By: Joanne M Frane  
Joanne Frane  
Its City Clerk/Administrator

IN WITNESS WHEREOF, the Cities have caused this Agreement to be signed by their Mayor and attested to by their City Administrators and/or City clerks and the County has caused this Agreement to be signed by the Chairperson of its Board of County Commissioners and attested to by its County Administrator and the seal of the County and Cities affixed thereto.

Dated: 11/21/12

CITY OF WILLERNIE, MINNESOTA

By:   
Barbara K. Parent  
Its Mayor

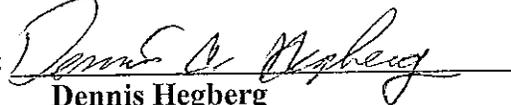
ATTEST:

By:   
Vickie Keating  
Its City Clerk

**IN WITNESS WHEREOF**, the Cities have caused this Agreement to be signed by their Mayor and attested to by their City Administrators and/or City clerks and the County has caused this Agreement to be signed by the Chairperson of its Board of County Commissioners and attested to by its County Administrator and the seal of the County and Cities affixed thereto.

Dated: 11-29-2012

**COUNTY OF WASHINGTON, MINNESOTA**

By:   
**Dennis Hegberg**  
**Its Chairperson of the Board**

**ATTEST:**

By:   
**Molly O'Rourke**  
**Its County Administrator**

Revised Cost Allocation Percentages with Birchwood

			w/Out Birchwood
Mahtomedi -	496 <sup>15</sup>	75.90%	83.02%
Dellwood -	59	10.50%	11.50%
Birchwood -	48 <sup>5</sup>	8.60%	
Willernie -	58	5.00%	5.48%
Total		100%	100%

June 29, 2013

12

RECEIVED  
JUL 01 2013  
BY: \_\_\_\_\_

To the City of Birchwood Village:

Enclosed is a copy of a bill from Wildlife Management Services in the amount of \$266.74.

The evening of June 26, 2013 I learned that there was a dead deer in my vacant lot. It appeared that it had been hit on Hall Ave and fled to the wooded lot. Temperatures were in the high 80's with high humidity and the carcass was starting to deteriorate. Time was crucial.

After determining that the DNR, Washington County, White Bear Lake would not pick up deer I found an online site for Wildlife Management Services. I reached someone there and was able to schedule pick up for the next morning. Luckily they arrived promptly as the neighborhood was experiencing the odors from the deterioration.

I would appreciate compensation in the amount of \$266.74. This is the amount I paid to Wildlife Management Services.

Thank you!

Marelyn Van Relt  
707 Hall Ave  
White Bear Lk, MN 55110



# Wildlife Management Services

7441 Jolly Lane  
 Brooklyn Park, MN 55428  
 (612) 926-9988 (651) 646-0347  
 (763) 424-9111 (952) 926-9988  
 www.wmsmn.com

**Invoice No. 55097**

Name Marilyn Vanzell  
 Address 207 Hall Ave  
 City/State/Zip Birkwood Mn 55110  
 Phone (651) 926-1650 Date 6/27/13

Invoice balance due in 10 days.  
 (past due balances charged      per month interest/rate fee)

Paid check #      Paid cash - received by      (initials)  
 Visa/MC#      Exp. 9/15 CVV     

QTY	DESCRIPTION	AMOUNT
1	Animal Control <u>Dead Deer</u>	<u>249</u>
	<b>RECEIVED</b> JUL 01 2013	
	BY: <u>    </u>	
Applicators Name		
Applicators Number		
Product Name		
EPA Registration Number		

SUB	<u>249</u>	
TAX	<u>17</u>	<u>74</u>
TOTAL	<u>266</u>	<u>74</u>

**Thank You!**

Received by       
 Contact your local office for billing inquiries and customer service, or visit our customer survey page at [www.wmsmn.com/Survey.htm](http://www.wmsmn.com/Survey.htm)

## SERVICE AGREEMENT

To insure customer satisfaction, and to continue providing quality services and reasonable rates, we have drafted this service contract. A service call fee in the amount of \$ 249 shall be made to cover the costs of the inspection, set-up, consultation, and all the trips that will be necessary to complete the job. This fee is due on the date of this contract, and is still due if property owner is not home and has not extended us the courtesy of calling 3 hours in advance of the appointment time and cancelling the service request. If any portion of this service agreement is found to be invalid it shall be deemed modified only to the extent necessary to become enforceable as to its terms.

Animal control will be on an additional flat fee or per head basis. The animals to be controlled, Deer will be billed at a cost of \$      per animal. Non-target animals that are caught and removed will be billed at a cost of \$      each. The fee for exterminating will be \$      for the initial treatment.

All monies due in full upon completion unless credit terms have been arranged in advance. Monies due are to be paid on time regardless of ongoing services. Warranty work will not be performed for those whose accounts are overdue. Residential accounts are due within 10 days from date of completion, commercial accounts are due in 15 days. The customer agrees to pay collection and/or legal fees if account is unpaid.

The property owner shall make reasonable efforts to keep kids and pets away from traps, bait and pesticides. The property owner hereby agrees to be responsible for traps on their property (replacement cost \$      each). Property owner to make property accessible during normal business hours for service.

**DISCLAIMER:** Animals are capable of carrying various parasites and/or disease organisms that may affect humans and/or pets. Droppings or excreta from these animals can also foster the growth of some microorganisms. Wildlife Management Services will not be responsible for checking for the presence of these organisms anywhere in or around your residence or property and offers no assessment of the health status of these organisms anywhere in or around your residence or property and offers no assessment of the health status of the animals controlled, nor to the presence or absence of any such organisms. Information on these organisms can be obtained from your state and local health departments, or the Centers for Disease Control (CDC).

**GUARANTEES:** Warranty work will not be performed until after the guarantee begins. If any additional treatment is requested before guarantee begins, there will be a charge for undertaking more comprehensive control measures, which would have been more costly to begin with.

### (CHECK APPROPRIATE GUARANTEE)

- Service Call Guarantee will begin in 1 day, and shall end 30 days from date of completion.
- Repairs are guaranteed for a period of 12 months at point of entry.
- Chimney caps are guaranteed for 2 years against removal.
- We are unable to perform/guarantee repairs because the construction material is deteriorated to the extent that securing exclusion isn't practical.

Additional services (      ) will cost \$      per treatment.

Date 6/27/13 Technician     

CUSTOMER SIGNATURE

13

**XFINITY Connect**

birchwoodvillage@comcast.net

± Font Size -

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**Fwd: Farm Yard Animals 605.111**

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Mon, Jul 01, 2013 04:47 PM

**From :** Randy LaFoy <rlafoy@gmail.com>  
**Subject :** Fwd: Farm Yard Animals 605.111  
**To :** Birchwood <birchwoodvillage@comcast.net>

----- Forwarded message -----

From: **Wyatt McDonough** <wmcdonough@whitebearlake.org>  
Date: Sun, Jun 30, 2013 at 9:48 PM  
Subject: Farm Yard Animals 605.111  
To: "mary.wingfield@juno.com" <mary.wingfield@juno.com>  
Cc: "lafoybwd@gmail.com" <lafoybwd@gmail.com>

Hello,

We had a report this past Friday 6/28 of a homeowner on Wildwood Ave who owns several chickens. The complainant mentioned she had contacted you regarding the matter a few months back. (However it is possible she contacted the Mayor of White Bear Lake by mistake.) I was able to locate the residence and the owner does have a fenced off coop with 5 chickens in the back yard. After speaking with the homeowner, she stated that she was unaware of ordinance and that there are handful of people within the area who own chickens as well.

She mentioned that the next city council meeting was being held of July 9th and that she would bring the issue up then. I will be contacting her again after the 9th, but would appreciate an update if the matter is actually brought up before I move forward. The easiest way to get a hold of me is through email, however I work Sunday's and Monday's from 5pm-2am, or Friday's from 8am-2pm and can be reached at 651-429-8511.

Thank you,  
Wyatt McDonough  
Community Service Officer #393  
White Bear Lake Police Department  
651-429-8511

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