



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
June 14, 2016
7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

- A. Roads Committee Update

ANNOUNCEMENTS

Marian Johnson Across The Lake Swim will be held July 2 beginning at 7 a.m.

July 4 Parade will begin at 9:30 a.m. beginning at 5 Birchwood Ave

CITY BUSINESS – CONSENT AGENDA

- A. Approval of Regular Meeting May 10, 2016 Minutes*
- B. Approval of Treasurer's Report*
- C. Approval of Agreement for Assessment Services: Washington County*

CITY BUSINESS – REGULAR AGENDA

- B. City Engineer Report: Lift Station Analysis
- C. Home Energy Squad Presentation
- D. MS4: Storm Water Pollution Prevention Program Review*
 - a. Public Hearing
 - b. Council Discussion
- E. 3rd Party Plan Reviewer Sherri Buss: Approval of TKDA Contract for Planning Services*

* Denotes items that have supporting documentation provided

- F. Second Reading of Ordinance 302.045: Structure Height Code Language*
 - a. Public Hearing
 - b. Council Deliberation and Adoption

- G. Council Member Lafoy
 - a. LED Update
 - b. Right of Way discussion

- H. City Administrator's Report
 - Deer Update

- I. City Attorney's Report

ADJOURN

* Denotes items that have supporting documentation provided

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
May 10, 2016**

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Council members: Kevin Woolstencroft, Mark Anderson and Randy LaFoy. **Not present:** Council member Hullsiek

STAFF PRESENT: Mike Anderson, City Administrator; Alan Kantrud, City Attorney; Steve Thatcher, City Engineer

OTHERS PRESENT: John Lund, Parks and Natural Resources Committee; Gene Ruehle, Roads Committee; Steve Wolgamot, resident of Mahtomedi; David Domack, Tennis Sanitation; Alan Mitchell; and others

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

AGENDA APPROVAL:

Mayor Wingfield: Added the following subjects to the agenda: 1) update on sewer lift stations; 2) update on lift station generator. Also, MS4 will be moved to the June Council meeting and a public hearing order needs to be made for that.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON TO APPROVE THE AGENDA AS AMENDED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM:

Roads Committee Member Gene Ruehle: The Roads Committee recommends Council approve the purchase and installation of stop signs at each of the crosswalks throughout the City. He also requested permission to spend beyond the \$1,000 approved by Council in April as he anticipates the stop signs will cost more than that. The Committee also recommended the City trim the overgrowth at several blind corners throughout the City. The next Roads Committee meeting will be held July 6th at 6:30pm in City Hall - all are invited to attend.

Mayor & Council Members: Deliberated over the recommendations and approved the Committee's spending over the \$1,000 limit that was approved for this project in April. Council also agreed that the City should schedule routine maintenance of overgrowth along the roadways throughout the City.

Steve Wolgamot, Resident of Mahtomedi: He submitted materials to the Council on advisory lanes as a method of slowing down traffic on the roads and recommended Council read and consider changing the City's problem roads to an advisory lane design.

Mayor & Council Members: Agreed to read the material. They invited Mr. Wolgamot to approach the City of Mahtomedi to coordinate with Birchwood's speed limit and road width.

ANNOUNCEMENTS: Plant exchange will be held on Saturday, June 4th, at 10:00am at City Hall. Citywide Garage Sale will be held on Saturday, June 11th. CenturyLink contract is just about completed.

CITY BUSINESS – CONSENT AGENDA

MOTION WAS MADE TO APPROVE CONSENT AGENDA BY COUNCIL MEMBER WOOLSTENCROFT AND SECONDED BY COUNCIL MEMBER ANDERSON. THREE AYES. MOTION PASSED.

CITY BUSINESS - REGULAR AGENDA

A. Tennis Sanitation Request for Rate Increase

Administrator Anderson: He explained to Council that Tennis Sanitation has serviced the City for many years and has not raised its fee since 2010. It is for this reason that Tennis Sanitation comes before the Council tonight.

David Domack, Tennis Sanitation: He requested a 5% rate adjustment to cover unexpected increases to the company's expenses. The contract only has one year left on it and he hopes to extend that contract later this year. He also provided a recap of the City's recycling program.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON TO APPROVE A 5% RATE INCREASE TO THE EXISTING TENNIS SANITATION CONTRACT. ALL AYES. MOTION PASSED.

B. City Engineer Lift Stations Report

City Engineer Thatcher: He updated Council on the City's lift station problems and requested to research into the problems further to determine appropriate options for Council to consider.

Mayor & Council Members: Identified the problems as being related to SCADA, capacity, and impellers. They approved Mr. Thatcher's request to research into the problems further.

C. Approval of Treasurer's Report

Mayor & Council Members: Deliberated over the dock installation invoice and asked Administrator Anderson to research the bill further to determine why it was higher than previous years. Anderson is to hold the check on this invoice for now.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO APPROVE THE TREASURERS REPORT, HOLDING THE DOCK INSTALLATION CHECK. ALL AYES. MOTION PASSED.

D. Deer Population Update

John Lund, Parks and Natural Resources Committee: He explained that according to the DNR's guidelines, the City's deer population is too high. He recommended hiring the Department of

Agriculture to remove the excess deer for a flat removal fee. Going forward, he recommends the City monitor the deer population to maintain a healthy level.

Mayor & Council Members: Deliberated over this topic and requested Mr. Lund and Administrator Anderson provide specific cost and educational details to the Council. This is a regional problem, not a Birchwood problem; Administrator Anderson is to reach out to Mahtomedi, White Bear Township and the City of White Bear Lake about working together on this issue.

E. Tree Preservation Ordinance, Second Reading

Mayor & Council Members: Deliberated over the changes made during the last Planning Commission meeting and opened the floor to public hearing on this matter.

Alan Mitchell: Submitted to Council and discussed changes to this language that he has made and proposed. It was the council's view that the changes were not substantive changes and approval was appropriate without further hearing.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON TO CLOSE THE PUBLIC HEARING. ALL AYES. MOTION PASSED.

Mayor & Council Members: Deliberated further.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER ANDERSON TO APPROVE THE ORDINANCE AS PRESENTED AND AS MODIFIED IN DELIBERATION. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCIL MEMBER ANDERSON TO PUBLISH THE SUMMARY ORDINANCE AS APPROVED BY CITY ATTORNEY, OTHERWISE FULL PUBLICATION OF THE ORDINANCE WILL BE PUBLISHED IF THE SUMMARY INAPPROPRIATE. ALL AYES. MOTION PASSED.

F. Sheriff's Report

Moved to the Consent Agenda.

G. Viewing 2015 Annual Report

Administrator Anderson: He summarized the annual report and answered Council's questions.

H. Resolution 2016-14, Authorizing a transfer of \$30,000 to Capital Projects - Public Works

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO APPROVE THE TRANSFER OF \$30,000 TO CAPITAL PROJECTS. ALL AYES. MOTION PASSED.

I. Joint Planning Commission/Council Meeting: 3rd party Planner & Building height

Mayor & Council Members: Deliberated over the several building height code interpretations from internal staff and a 3rd party planner. Administrator Anderson is to draft a letter to the DNR, approved by Attorney Kantrud, requesting feedback from the DNR by June 1st, 2016, on the City's proposed changes to its Building Height code. A special workshop on this topic will be held on June 14, 2016, at 6pm in City Hall for all Council Members and Planning Commission Members.

J. Spring Leaf Collection

City Administrator Anderson: Discussed plans for collecting leaves in the City.

K. Administrators Report

Administrator Anderson: Updated Council on progress with the lift station generator project; the project should be completed by the end of June, 2016. He also informed Council that the City Engineer will continue meeting with him to researching lift station problems and anticipates providing a thorough report on the subject by June's City Council meeting.

L. Added Agenda Items

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO MOVE MS4 PERMIT PUBLIC HEARING JUNE'S CITY COUNCIL MEETING AFTER NOTICE IS PUBLISHED. ALL AYES. MOTION PASSED.

M. City Attorney Report

Attorney's report was skipped as City Attorney Kantrud was no longer in attendance.

ADJOURN

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 8:35 P.M.

Mary Wingfield
Mayor

ATTEST:

Mike Anderson
City Administrator-Clerk

As of 06/09/2016
Fiscal Year:2016

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$627,787.04	\$19,877.15	\$184,216.81	\$463,447.38
Special Rev Projects	\$2,800.02	\$1,200.00	\$2,785.00	\$1,215.02
Spec Rev - Warm House	\$0.00	\$0.00	\$0.00	\$0.00
Sewer 2004 Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Re-hab 2008 Debt	\$8,424.62	\$0.00	\$0.00	\$8,424.62
Cap Project - PW	\$48,758.91	\$30,000.00	\$0.00	\$78,758.91
Water Enterprise Fund	\$15,617.59	\$27,645.33	\$24,070.05	\$19,192.87
Sewer Enterprise Fund	\$72,436.59	\$43,958.94	\$72,073.77	\$44,321.76
Sewer Infrastructure	\$3,845.00	\$0.00	\$0.00	\$3,845.00
Total	\$779,669.77	\$122,681.42	\$283,145.63	\$619,205.56

Date range: 05/11/2016 to 06/09/2016

Remitter	Date	Receipt #	Total	Description	Deposit ID	Void	Account #	Detail
MN STATE	05/12/2016	1729	\$246.64	Court Fine	(05/12/2016) -	No	100-34170	\$246.64
Jennifer & Jason Tell	05/12/2016	1730	\$20.00	Kayak/Canoe Permit - Cash x 2	(05/12/2016) -	No	100-32220	\$20.00
Resident	05/12/2016	1731	\$10.00	Kayak/Canoe Permit - Cash	(05/12/2016) -	No	100-32220	\$10.00
Peggy Olson	05/12/2016	1732	\$200.00	Boat Slip Wait List Fee	(05/12/2016) -	No	210-32260	\$200.00
Residents - via St Anthony Village	05/13/2016	1734	\$145.82	U/B 05/13/16	(05/13/2016) -	No	601-34110 601-34160 601-34170 605-34160 605-34190	\$52.15 \$1.86 \$1.59 \$4.30 \$85.92
J.D. Nelson Construction LLC	06/06/2016	1733	\$658.88	Permit	(06/06/2016) -	No	100-32210	\$658.88
Andrea McCoy	06/06/2016	1735	\$25.00	Hall Rental	(06/06/2016) -	No	100-34101	\$25.00
Claudio Danus	06/06/2016	1736	\$200.00	Boat Slip Wait List Fee	(06/06/2016) -	No	210-32260	\$200.00
John Arlandson	06/06/2016	1737	\$200.00	Boat Slip Wait List Fee	(06/06/2016) -	No	210-32260	\$200.00
Resident	06/06/2016	1738	\$10.00	Kayak/Canoe Permit - Cash	(06/06/2016) -	No	100-32220	\$10.00
Resident	06/06/2016	1739	\$10.00	Dog License - Cash	(06/06/2016) -	No	100-32240	\$10.00
Theresa Schertz	06/06/2016	1740	\$25.00	Hall Rental	(06/06/2016) -	No	100-34101	\$25.00
Kelly Strobel	06/06/2016	1741	\$50.00	Permit	(06/06/2016) -	No	100-32210	\$50.00
Kelly Strobel	06/06/2016	1742	\$20.00	Dog License x 2	(06/06/2016) -	No	100-32240	\$20.00
Jesse Trebil Foundation	06/06/2016	1743	\$84.35	Permit	(06/06/2016) -	No	100-32210	\$84.35
Alicia Jackola	06/06/2016	1744	\$200.00	Boat Slip Wait List Fee	(06/06/2016) -	No	210-32260	\$200.00
Washington County	06/06/2016	1745	\$788.00	Recycle Grant	(06/06/2016) -	No	100-33620	\$788.00
Capra's Utilities, Inc.	06/06/2016	1746	\$150.00	Road Fee	(06/06/2016) -	No	100-32210	\$150.00
City of Birchwood Village	06/08/2016	1747	\$30,000.00	Transfer Funds to Capital Improvement	(06/08/2016) -	No	401-39200	\$30,000.00

City of Birchwood Village

Receipts List

06/09/2016

<u>Remitter</u>	<u>Date</u>	<u>Receipt #</u>	<u>Total</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
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Total For Selected Receipts

\$33,043.69

\$33,043.69

Date range: 05/11/2016 to 06/09/2016

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Payroll Period Ending 05/11/2016	05/11/2016	29715	\$253.96		No	100-45200-100	\$253.96
Wingfield, Mary	05/16/2016	29176	\$50.00	Reimbursement for Flowers	No	100-41940-810	\$50.00
Mike Anderson	05/17/2016	29177	\$12.02	Reimburesment	No	100-41430-810	\$12.02
Washington County	05/24/2016	29178	\$329.00	Assessment Billing 2016	No	100-41550-305	\$329.00
Carron Net Company	05/24/2016	29179	\$257.40	Soccer Nets	No	100-45200-999	\$257.40
TA Schifsky & Sons, INC	05/24/2016	29180	\$1,700.00	Street Sweeping	No	100-43100-305	\$1,700.00
U S Bank	05/24/2016	29181	\$1,687.21	Commercial Loan Payment	No	100-47100-999	\$1,687.21
Payroll Period Ending 05/24/2016	05/24/2016	29182	\$1,410.79		No	100-41400-100	\$1,410.79
PERA	05/24/2016	EFT0524	\$274.40	Employee Retirement	No	100-41400-121	\$274.40
Carron Net Company	05/31/2016	29183	\$15.50	Remaining Balance	No	100-45200-999	\$15.50
Payroll Period Ending 05/29/2016	06/06/2016	29184	\$321.12		No	100-41400-100	\$321.12
Scottie Miller	06/06/2016	29185	\$150.00	Music in the Park	No	100-45100-440	\$150.00
LMCIT	06/06/2016	29186	\$6,864.00	Annual Pay Plan 6/12/16 - 6/12/17	No	100-41945-150	\$855.00
TSE, INC	06/06/2016	29187	\$46.00	City Hall Janitorial Services May 12 & 26	No	100-41945-361	\$6,009.00
On-Site Sanitation Inc	06/06/2016	29188	\$197.36	Rental Monthly Units x 2	No	100-41940-305	\$23.00
Toshiba Business Solutions, USA Inc	06/06/2016	29189	\$32.49	Quarterly Maintenance 2nd Qtr 2016	No	100-45200-305	\$23.00
Metropolitan Council Env. Service	06/06/2016	29190	\$4,080.09	Wastewater Service July 2016	No	100-41420-305	\$32.49
Gopher State One Call	06/06/2016	29191	\$49.95	Locates (37 Tickets)	No	605-43190-217	\$4,080.09
White Bear Township	06/06/2016	29192	\$428.62	Annual Lift Station Check / Repairs (4/18/15 - 5/01/16)	No	100-42805-305	\$49.95
Press Publications	06/06/2016	29193	\$344.96	Legal Notice Publications x2	No	605-43190-305	\$428.62
					No	100-41130-351	\$344.96

City of Birchwood Village

Disbursements List

06/09/2016

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
FP Mailing Solutions	06/06/2016	29194	\$125.34	Postage Machine - 2016 Quarter 2 rental	No	100-411430-200	\$125.34
St. Anthony Village	06/06/2016	29195	\$1,793.60	Q2 2016 UB Admin	No	601-41500-305	\$1,793.60
MN Dept of Health Drinking Water	06/06/2016	29196	\$536.00	Water Supply Connection Svc Fee 2nd Qtr 2016	No	601-43180-430	\$536.00
City of Roseville	06/06/2016	29197	\$335.22	May 2016 IT/Phone Services	No	100-41955-305	\$274.75
Ronnan, Kenny	06/06/2016	29198	\$56.25	Council Meeting Services 5/10/16	No	100-41955-305	\$60.47
City of White Bear Lake	06/06/2016	29199	\$1,568.75	Fire Services - May 2016	No	100-41950-305	\$56.25
Xcel Energy	06/06/2016	EFTa060616	\$1,231.97	electric for street lights	No	100-42200-305	\$1,568.75
Xcel Energy	06/06/2016	EFTb060616	\$766.82	electric for lift stations / warminghouse	No	100-43160-380	\$1,231.97
Payroll Period Ending 06/07/2016	06/07/2016	29200	\$1,410.79		No	100-41940-380	\$124.91
Payroll Period Ending 06/07/2016	06/07/2016	29201	\$407.89		No	100-45200-380	\$12.56
PERA	06/07/2016	EFT6716	\$274.40	Employee Retirement	No	605-43190-380	\$629.35
City of Birchwood Village	06/08/2016	EFT682016	\$30,000.00	Transfer to Capital Improvement Fund	No	100-41400-100	\$1,410.79
Manship Plumbing & Heating Inc	06/09/2016	29202	\$950.00	Monthly Standby/locates/services	No	100-41400-100	\$407.89
			\$30,000.00			100-49360-720	\$274.40
			\$950.00			601-43180-305	\$950.00
Total For Selected Checks			\$57,961.90				\$57,961.90

As of 06/09/2016

Special Rev Projects	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$1,200.00	\$1,200.00
Total Acct 322	\$0.00	\$1,200.00	\$1,200.00
Total Revenues	\$0.00	\$1,200.00	\$1,200.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Parks			
Contracted Services	\$0.00	\$260.00	(\$260.00)
Repair/Maint-Contractual	\$0.00	\$2,325.00	(\$2,325.00)
Total Acct 452	\$0.00	\$2,585.00	(\$2,585.00)
Unallocated Expenditures			
Refunds & Reimbursements	\$0.00	\$200.00	(\$200.00)
Total Acct 492	\$0.00	\$200.00	(\$200.00)
Total Disbursements	\$0.00	\$2,785.00	(\$2,785.00)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$2,800.02	
Cash Balance as of 06/09/2016		\$1,215.02	

As of 06/09/2016

Sewer Re-hab 2008 Debt

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$8,424.62	
Cash Balance as of 06/09/2016		\$8,424.62	

As of 06/09/2016

Cap Project - PW	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$30,000.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$48,758.91	
Cash Balance as of 06/09/2016		\$78,758.91	

As of 06/09/2016

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$26,629.71	\$26,629.71
Penalty - Late Water/Sewer	\$0.00	\$143.77	\$143.77
State and Misc fees	\$0.00	\$871.85	\$871.85
Total Acct 341	\$0.00	\$27,645.33	\$27,645.33
Total Revenues	\$0.00	\$27,645.33	\$27,645.33
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Financial Administration			
Contracted Services	\$0.00	\$3,866.25	(\$3,866.25)
Total Acct 415	\$0.00	\$3,866.25	(\$3,866.25)
Water Utility			
Contracted Services	\$0.00	\$19,107.80	(\$19,107.80)
Fees	\$0.00	\$1,096.00	(\$1,096.00)
Total Acct 431	\$0.00	\$20,203.80	(\$20,203.80)
Total Disbursements	\$0.00	\$24,070.05	(\$24,070.05)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$15,617.59	
Cash Balance as of 06/09/2016		\$19,192.87	

As of 06/09/2016

Sewer Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$294.73	\$294.73
Sewer Fee	\$0.00	\$43,664.21	\$43,664.21
Total Acct 341	\$0.00	\$43,958.94	\$43,958.94
Total Revenues	\$0.00	\$43,958.94	\$43,958.94
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Sewer Utility			
Sewer - Wastewater Charge	\$0.00	\$24,480.54	(\$24,480.54)
Contracted Services	\$0.00	\$36,358.20	(\$36,358.20)
Utility Services	\$0.00	\$10,235.03	(\$10,235.03)
Misc	\$0.00	\$1,000.00	(\$1,000.00)
Total Acct 431	\$0.00	\$72,073.77	(\$72,073.77)
Total Disbursements	\$0.00	\$72,073.77	(\$72,073.77)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$72,436.59	
Cash Balance as of 06/09/2016		\$44,321.76	

AGREEMENT FOR ASSESSMENT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 by and between the City of Birchwood, a Minnesota municipal corporation, herein referred to as the City, and Washington County, a body politic and corporate, herein referred to as "Washington County" pursuant to the authority contained in Minnesota Statutes 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties and Minnesota Statute 273.072 Subd. 1, which provides that a county and city or town may, by agreement entered into under 471.59 provide for the assessment of property in the municipality or town by the county assessor.

WITNESS:

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

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

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

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

SECTION ONE-PARTIES

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

SECTION TWO-SERVICES

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

- a. Appraisal of all real and personal property located within the City.
- b. Interprets regulations, rules and legislative changes to the City Council, Realtors, bankers, citizens and civic groups as necessary or upon request.
- c. Answers questions/concerns regarding property values and classifications.

- d. Draws and calculates "splits" of real estate sales reflective of joint ownership of land parcels.
- e. Maintains a listing of the assessment of each and every parcel of property within the City.
- f. Each parcel of property within the City shall be reviewed at least once every five years. It is the intention of the parties that the Washington County Assessor shall make every effort to view and revalue approximately one-fifth of the parcels during each year that this Agreement remains in force.
- g. Holds and staffs an annual Board of Appeal or Open Book Meeting. The format of this appeals meeting will be at the discretion of the City and guided by Minn. Stat. § 274.01, subd. 1.
- h. Interprets and applies regulations, rules and legislative changes to other appraisers, real estate professionals, citizens and civic groups, other governmental bodies and personnel as necessary and upon request.
- i. Answers property owner questions/concerns regarding appraisal practices, property values and classifications. Draws and interprets maps, charts and other descriptions to assist property owners in understanding the process.
- j. Develops land and building valuation schedules; conducts statistical analysis to support appraisal decisions, and oversees Computer Aided Mass Appraisal system (CAMA) table adjustments; and draws and calculates "splits" of real estate and new plats of property, including land areas, classes and valuations. Conducts statistical surveys to support appraisal decision e.g., current sales study using the CAMA system.
- k. Coordinates research of complex appraisal issues, reviews, investigates and makes recommendations on applications for abatement or other reduction of assessed value.
- l. Coordinates collection of sales information and annual assessment activities in apartment, commercial, industrial, residential and personal property markets.
- m. Coordinates the valuation and classification of exempt properties, including interpreting laws applying to exempt organizations and processing exemption requests.
- n. Manages state tax court petitions and coordinates TIF assessment functions with the city. Provides values to city for various projects in which there may be an assessment agreement.
- o. Investigates and handles all applications for abatement or reduction of assessed value.
- p. Provides a report of assessment activities (Assessment Report) each year prior to the appeals period.

SECTION THREE-AGREEMENT PRICE

The City shall pay a fee to the County each year for assessment services based on the parcel mix located within each community. The assessment fee schedule is approved by the County Board each year and establishes the fee associated with each property use. The County will utilize the same fee schedule for all of its contract communities. The City will be billed for assessing services upon the completion of the assessment cycle. The County will provide an invoice to the City no later than June 1 of each year payable on or around July 1.

SECTION FOUR-INDEPENDENT CONTRACTOR

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

SECTION FIVE-DURATION AND TERMINATION

This Agreement shall commence on July 1, 2016 and remain in force until terminated by either party giving the other party a six-month written notice of its intent to terminate the Agreement per Minnesota Statute 273.072 Subd. 4.

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

CITY OF BIRCHWOOD

WASHINGTON COUNTY

By _____
Mayor

By _____
County Board Chair

Attest _____
City Clerk

By _____
County Administrator

Recommended By:

Jennifer Wagenius
Director, Property Records and Taxpayer Services

Approved as to form by:

George Kuprian
Assistant Washington County Attorney



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

MS4 Question Worksheet for 2015 Annual Report

Municipal Separate Storm Sewer Systems (MS4s)

Reporting period January 1, 2015 to December 31, 2015

Due June 30, 2016

Copy of questions – Not for submittal

Instructions: This form is for your personal use only. Complete the online Annual Report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2015, and December 31, 2015. The online Annual Report and additional information can be found online at: <https://www.pca.state.mn.us/water/submitting-ms4-annual-reports>.

Questions: Contact Cole Landgraf (651-757-2880, cole.landgraf@state.mn.us) or Rachel Stangl (651-757-2879, rachel.stangl@state.mn.us).

Contact information

MS4 General contact information

Full name: City Birchwood Village Title: _____
Mailing address: 207 Birchwood Ave
City: Birchwood State: MN Zip code: 55110
Phone: 651-426-3403 Email: birchwoodvillage@comcast.net

Preparer contact information (if different from the MS4 General contact):

Full name: Mike Anderson Title: Administrator
Mailing address: 207 Birchwood Ave
City: Birchwood State: MN Zip code: 55110
Phone: 651-426-3403 Email: mike.anderson@cityofbirchwood.com

Minimum Control Measure (MCM) 1: Public education and outreach [V.G.1]

The following questions refer to Part III.D.1 of the Permit.

2. Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? Yes No
[Part III.D.1.a.(1)]
3. If 'Yes' in Q2, what is your stormwater-related issue(s)? *Check all that apply.*
- Total Maximum Daily Loads (TMDLs)
 - Local businesses
 - Residential best management practices (BMPs)
 - Pet waste
 - Yard waste
 - Deicing materials
 - Household chemicals
 - Construction activities
 - Post-construction activities
 - Other (describe): _____
4. Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] Yes No
5. Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] Yes No

6. How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.] *Check all that apply in table below.*
7. For the above checked in Q6, what is the intended audience? *Check all that apply in table below.*
8. For the above checked in Q6, enter the total circulation/audience in table below. (if unknown, use best estimate)

Q 6. How did you distribute educational materials (Check all that apply):	Q 7. Intended audience. (Check all that apply.)						Q 8. Total circulation /audience:
	Residents	Local businesses	Developers	Students	Employees	Other	
<input type="checkbox"/> Brochure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1900
<input type="checkbox"/> Newsletter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	900
<input type="checkbox"/> Utility bill insert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Newspaper ad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Radio ad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Television ad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Cable access channel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Stormwater-related event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> School presentation or project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Other: describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Other: describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Other: describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

For Q9 and Q10, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2015, to December 31, 2015. [Part III.D.1.c.(4)]

9. Date of activity in table below
10. Description of activity in table below

9. Date of activity	10. Description of activity

11. Between January 1, 2015, and December 31, 2015, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] Yes No

If 'Yes,' describe these modifications:

MCM 2: Public participation/involvement [V.G.2]

The following questions refer to Part III.D.2.a. of the Permit.

12. You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2015, and December 31, 2015? [Part III.D.2.a.(1)] Yes No
13. If 'Yes' in Q12, what was the opportunity that you provided? *Check all that apply.* Yes No
- Public meeting
 - Public event
 - Other

14. If **'Public meeting'** in Q13, did you hold a stand-alone meeting or combine it with another event?

- Stand-alone
- Combined

Enter the date of the public meeting: _____

Enter the number of citizens that attended and were informed about your SWPPP: _____

15. If **'Public event'** in Q13, describe:

Council Meeting

Enter the date of the public meeting: _____

Enter the number of citizens that attended and were informed about your SWPPP: _____

16. If **'Other'** in Q13, describe:

Enter the date of the public meeting: _____

Enter the number of citizens that attended and were informed about your SWPPP: _____

17. Between January 1, 2015, and December 31, 2015, did you receive any input regarding your SWPPP? Yes No

If **'Yes,'** enter the total number of individuals or organizations that provided comments on your SWPPP. _____

18. If **'Yes'** in Q17, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)] Yes No

If **'Yes,'** describe those modifications. _____

19. Between January 1, 2015, and December 31, 2015, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.] Yes No

If **'Yes,'** describe those modifications. _____

MCM 3: Illicit discharge detection and elimination [V.G.3]

The following questions refer to Part III.D.3. of the Permit.

20. As of December 31, 2015, have you enacted a regulatory mechanism which prohibits non-stormwater discharges to your MS4? Yes No

21. If **'Yes'** in Q20, provide either a website address to the above regulatory mechanism or upload a copy. How will you provide this regulatory mechanism?

- Website address
- Upload

22. If **'Website address'** in Q21, provide the link here: www.cityofbirchwood.com

23. If **'Upload'** in Q21, upload the appropriate document to the Annual Report form. Only files 10 MB or less will upload.

24. Did you identify any illicit discharges between January 1, 2015, and December 31, 2015? [Part III.D.3.h.(4)] Yes No

25. If **'Yes'** in Q24, enter the number of illicit discharges detected. _____

26. If **'Yes'** in Q24, how did you discover these illicit discharges? Check all that apply and enter the number of illicit discharges discovered by each category.

- Public complaint
- Staff

27. If **'Public complaint'** in Q26, enter the number discovered by the public: _____

28. If 'Staff' in Q26, enter the number discovered by staff: _____
29. If 'Yes' in Q24, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)? Yes No
30. If 'Yes' in Q29, what type of enforcement action(s) was taken and how many of each action were issued between January 1, 2015, and December 31, 2015? Check all that apply. For each of the below checked, enter the number that were issued. Yes No
- Verbal warning: _____
 - Notice of violation: _____
 - Fine: _____
 - Criminal action: _____
 - Civil penalty: _____
 - Other: describe.
31. If 'Yes' in Q29, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? Yes No
32. If 'No' in Q31, why was the enforcement not sufficient to address the illicit discharge(s)?
not needed
33. Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] Yes No
34. If 'Yes' in Q33, provide either a website address to the above ERPs or upload a copy. How will you provide these ERPs?
- Website address
 - Upload
35. If 'Website address' in Q34, provide the link here: www.cityofbirchwood.com
36. If 'Upload' in Q34, upload the appropriate document to the Annual Report form. Only files 10 MB or less will upload.
37. Did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] Yes No
38. If 'Yes' in Q37, how did you train your field staff? Check all that apply.
- Email
 - PowerPoint
 - Presentation
 - Video
 - Field training
 - Other: describe

The following questions refer to Part III.C.1. of the Permit.

39. Did you update your storm sewer system map between January 1, 2015, and December 31, 2015? [Part III.C.1.] Yes No
40. Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] Yes No
41. Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] Yes No
42. Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] Yes No
43. Does your storm sewer map include all receiving waters? [Part III.C.1.d.] Yes No
44. In what format is your storm sewer map available:
- Hardcopy only
 - GIS
 - CAD
 - Other: describe

45. Between January 1, 2015, and December 31, 2015, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? [Part IV.B.] Yes No
- If 'Yes,' describe those modifications.

MCM 4: Construction site stormwater runoff control [V.G.4]

The following questions refer to Part III.D.4. of the Permit

46. As of December 31, 2015, have you enacted a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. Minn. R. 100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.] Yes No
47. Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] Yes No
48. Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] Yes No
49. Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2015, and December 31, 2015. 1
50. What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2015, to December 31, 2015.
- Verbal warning, Number that were issued: 2
 - Notice of violation, Number that were issued: _____
 - Administrative order, Number that were issued: 1
 - Stop-work order, Number that were issued: 1
 - Fine, Number that were issued: _____
 - Forfeit of security of bond money: _____
 - Withholding of certificate of occupancy _____
 - Criminal action, Number that were issued: _____
 - Civil penalty, Number that were issued: _____
 - Other: describe. _____, Number that were issued: _____
51. Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.] Yes No
52. Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2015, and December 31, 2015. 2
53. Do you have written procedures for identifying priority sites? [Part III.D.4.d.(1)] Yes No
54. If 'Yes,' in Q53, How are sites prioritized? Check all that apply.
- Site topography
 - Soil characteristics
 - Types of receiving water(s)
 - Stage of construction
 - Compliance history
 - Weather conditions
 - Other: describe _____
55. Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] Yes No
56. Enter the number of site inspections conducted for sites an acre or greater between January 1, 2015, and December 31, 2015. 1
57. Enter the frequency at which site inspections are conducted (e.g., daily, weekly, monthly). [Part III.D.4.d.(2)] 1
58. Enter the number of trained inspectors that were available for construction site inspections between January 1, 2015, and December 31, 2015. 1

59. Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

(1) Inspector name:

Organization: Jack Kramer/St. Croix Valley Inspection
Phone (office): 651-351-5051
Phone (work cell): _____
Email: inspjack@msn.com
Preferred contact method: phone or email

(2) Inspector name:

Organization: _____
Phone (office): _____
Phone (work cell): _____
Email: _____
Preferred contact method: _____

(3) Inspector name:

Organization: _____
Phone (office): _____
Phone (work cell): _____
Email: _____
Preferred contact method: _____

60. What training did inspectors receive? *Check all that apply.*

- University of Minnesota Erosion and Stormwater Management Certification Program
- Qualified Compliance Inspector of Stormwater (QCIS)
- Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
- Minnesota Utility Contractors Association Erosion Control Training
- Certified Professional in Erosion and Sediment Control (CPESC)
- Certified Professional in Stormwater Quality (CPSWQ)
- Certified Erosion Sediment and Storm Water Inspector (CESSWI)
- Other: describe

Certified Building Official

61. Between January 1, 2015, and December 31, 2015, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.] Yes No

If 'Yes,' describe those modifications:

MCM 5: Post-construction stormwater management in new development and redevelopment [V.G.5]

The following questions refer to Part III.D.5. of the Permit.

62. As of December 31, 2015, have you enacted a regulatory mechanism to incorporate all requirements as specified in Part III.D.5.a. of the Permit? Yes No

63. What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the permit? [Part III.D.5.a.(2)] *Check all that apply.* Refer to the link <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

- Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
- Retain the post-construction runoff volume on site for the 95th percentile storm
- Match the pre-development runoff conditions
- Adopt the Minimal Impact Design Standards (MIDS)
- An approach has not been selected
- Other method (Must be technically defensible - e.g., based on modeling, research and acceptable engineering practices)

If 'Other method,' describe:

An approach has not been selected

64. Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.] Yes No

65. Between January 1, 2015, and December 31, 2015, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.] Yes No

If 'Yes,' describe those modifications.

MCM 6: Pollution prevention/good housekeeping for municipal operations [V.G.6]

The following questions refer to Part III.D.6. of the Permit.

66. Enter the total number of **structural stormwater BMPs, outfalls** (excluding underground outfalls), and **ponds** within your MS4 (exclude privately owned). Enter the number for each category below:

Structural stormwater BMPs: 10

Outfalls: 4

Ponds: 2

67. Enter the total number of **structural stormwater BMPs, outfalls** (excluding underground outfalls), and **ponds** that were inspected from January 1, 2015 to December 31, 2015 within your MS4 (exclude privately owned) [Part III.D.6.e.]. Enter the number for each category below:

Structural stormwater BMPs: 10

Outfalls: 4

Ponds: 2

68. Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit? Yes No

69. Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)] Yes No

70. If 'Yes' in Q69, briefly describe the maintenance that was conducted:

Cleaning

71. Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)] Yes No

72. If 'Yes' in Q71, did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)] Yes No

73. If 'Yes' in Q72, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas? Yes No

74. If 'Yes' in Q73, briefly describe the maintenance that was conducted:

83. Any performance issues and corrective action(s), including date(s) when corrective action(s) were taken, between January 1, 2015, and December 31, 2015:

Partnerships

84. Did you rely on any other regulated MS4s to satisfy one or more permit requirements? Yes No

85. If 'Yes' in Q84, describe the agreements you have with other regulated MS4s and which permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

Rice Creek Watershed District, White Bear Lake Conservation District

Additional information

If you would like to provide any additional files to accompany your Annual Report, use the space below to upload those files. For each space, you may attach one file.

86. [question left blank for you to attach a file]

87. [question left blank for you to attach a file]

88. [question left blank for you to attach a file]

89. [question left blank for you to attach a file]

Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

By typing my name in the following space, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name of certifying official: The certifying official must electronically sign the online Annual Report form.

Title: Mike Anderson: Administrator

Date: 06/09/2016
(mm/dd/yyyy)

Note: In the online form, you will be prompted to provide the email(s) of the individual(s) you would like to receive the MS4 Annual Report for 2015 submission confirmation email from the MPCA. After you submit the form, please allow up to three business days to receive this confirmation email.

Email (1) mike.anderson@cityofbirchwood.com

Email (2) _____

Email (3) _____

CITY OF BIRCHWOOD VILLAGE
COUNTY OF WASHINGTON, STATE OF MINNESOTA

THE COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE ORDAINS:

ORDINANCE NO. 202.100 (repealing current 202.100 and adopting the following)

AN ORDINANCE RELATING TO
ILLICIT DISCHARGE DETECTION AND ELIMINATION

THE BIRCHWOOD VILLAGE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

202.100. PURPOSE AND OBJECTIVES. The purpose of this Ordinance is to provide for the health, safety and general welfare of the citizens of Birchwood Village through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by the State and Federal Law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) MS4 permit process.

The objectives of this Ordinance are:

202.100.1. To regulate the contribution of pollutants to the municipal separate storm sewer system by stormwater discharges by any user.

202.100.1.2. To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system.

202.100.1.3. To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this ordinance.

202.100.2. DEFINITIONS. For the purpose of this ordinance, the following terms shall have the following meanings:

202.100.2.1. Authorized Enforcement Agency: employees or designees of Birchwood Village or the Minnesota Pollution Control Agency (MPCA) as designated to enforce this Ordinance.

202.100.2.2. Best Management Practices (BMP's): Schedule of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into stormwater, receiving waters, or stormwater conveyance systems. Best Management Practices also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

202.100.2.3. Clean Water Act: The Federal Water Pollution Control Act (33 U.S.C., 1251 et seq.), and any subsequent amendments thereto.

202.100.2.4. Construction Activity: Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more and projects that disturb less than one acre if they are part of a larger common plan of development. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

- 202.100.2.5. Hazardous Materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment, when improperly treated, stored, transported, disposed of, or otherwise managed.
- 202.100.2.6. Illicit Connections: An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter a storm drain system including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the City or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the City.
- 202.100.2.7. MPCA: Minnesota Pollution Control Agency
- 202.100.2.8. National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit: A permit issued by the Environmental Protection Agency (EPA) (or by the State of Minnesota under the authority delegated pursuant to 33 U.S.C., 1342(b)) that authorizes the discharge of pollutants to Waters of the State, whether the permit is applicable on an individual, group, or general area-wide-basis.
- 202.100.2.9. Non-Stormwater Discharge: Any discharge to the storm drain system that is not composed entirely of storm water.
- 202.100.2.10. Person: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
- 202.100.2.11. Pollutant: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquids, solid wastes, and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
- 202.100.2.12. Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and boulevards.
- 202.100.2.13. Storm Drainage System: Publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, infiltration, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
- 202.100.2.14. Storm Water: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

202.100.2.15. Storm Water Pollution Prevention Plan (SWPPP): A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution and contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the maximum extent practicable.

202.100.2.16. City: Birchwood Village

202.100.2.17. Wastewater: Any water or other liquid, other than uncontaminated stormwater, discharged from a property.

202.100.2.18. Waters of the State: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State of Minnesota or any portion thereof.

202.100.3. APPLICABILITY. This Ordinance shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless explicitly exempted by an authorized enforcement agency.

202.100.4. RESPONSIBILITY FOR ADMINISTRATION. Birchwood Village shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted or duties imposed upon the MPCA may be delegated in writing by the City Engineer of Birchwood Village to persons or entities acting in the beneficial interest of or in the employ of the City.

202.100.5. ULTIMATE RESPONSIBILITY. The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

202.100.6. DISCHARGE PROHIBITIONS.

202.100.6.1. Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or Waters of the State any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

202.100.6.1.1. The following discharges are exempt from discharge prohibitions established by this Ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if de-chlorinated-typically less than one PPM Chlorine), fire fighting activities, and any other water source not containing pollutants.

202.100.6.1.2. Discharges specified in writing by the MPCA as being necessary to protect the health and safety.

202.100.6.1.3. Dye testing is an allowable discharge, but requires a verbal notification to the City clerk 48-hours prior to the start of the test.

202.100.6.1.4. The prohibition shall not apply to any non-stormwater discharge permitted under the NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the MPCA or Federal EPA, provided that the other applicable laws and regulations, and provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

202.100.6.2. Prohibition of Illicit Connections.

202.100.6.2.1. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

202.100.6.2.2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

202.100.6.2.3. A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

202.100.7. SUSPENSION OF MS4 ACCESS.

202.100.7.1. Suspension due to Illicit Discharges in Emergency Situations. Birchwood Village may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the MS4 or the Waters of the State, or to minimize danger to persons.

202.100.7.2. Suspension due to the Detection of Illicit Discharge. Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its MS4 access.

202.100.7.3. Restoration of Access. A person violates this Ordinance by restoring MS4 access to a premises that had access suspended or terminated pursuant to this Section. Restoration of access may only occur with prior written approval of the City.

202.100.8. MONITORING OF DISCHARGES

202.100.8.1. Applicability. This section applies to all facilities that have stormwater discharges associated with industrial activity, or construction activity as defined in this Ordinance.

202.100.8.2. If an officer or agent of the City has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Ordinance or any order issued hereunder, or to protect the

overall public health, safety, and welfare of the community, then the City may seek issuance of a search warrant from any court of competent jurisdiction.

202.100.9. REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORMWATER POLLUTANTS BY USE OF THE BEST MANAGEMENT PRACTICES. Birchwood Village has adopted requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or Waters of the State. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or Waters of the State through the use of these structural and non-structural best management practices. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural best management practices to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section. These best management practices shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with these requirements of the NPDES permit.

202.100.10. WATERCOURSE PROTECTION. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

202.100.11. NOTIFICATION OF SPILLS. Notwithstanding any other requirements of law, as soon as any person responsible for a property has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or Waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such a release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. An owner or lessee is responsible for the residential property they own or occupy. For commercial and industrial property, responsible persons include an owner, but not be limited to the tenant, the operator, and an emergency response officer for the facility or operation. In the event of the release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to Birchwood Village within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the

actions taken to prevent its recurrence. Such records shall be retained for at least three years.

202.100.12. ENFORCEMENT.

202.100.12.1. Whenever Birchwood Village finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City may order compliance by written Notice of Violation to the responsible person. Such a notice may require without limitation:

202.100.12.1.1. The performance of monitoring, analyses, and reporting;

202.100.12.1.2. The elimination of illicit connections or discharges;

202.100.12.1.3. The violating discharges, practices, or operations shall cease and desist;

202.100.12.1.4. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and

202.100.12.1.5. Payment of a fine to cover administrative and remediation costs; and

202.100.12.1.6. The implementation of source control or treatment best management practices; and

202.100.12.1.7. The deadline within which to remedy the violation.

202.100.12.2. If the abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

202.100.13. APPEAL OF NOTICE OF VIOLATION. Any person receiving a Notice of Violation may appeal the determination of the City. The notice of appeal must be received by the City within 15 days from the date of the Notice of Violation. The appeal shall be heard by the City Council within 30 days from the date of the receipt of the notice to appeal. The decision of the Board of Supervisors shall be final.

202.100.14. ENFORCEMENT MEASURES AFTER APPEAL. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within the deadline extended by the decision of the City Council, then representatives of the City shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be declared unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

202.100.15. COST OF ABATEMENT OF THE VIOLATION. Within 30 days after the abatement of the violation, the owner of the property will be notified of the cost of the abatement, including administrative costs and a 25% surcharge, and the deadline to pay the abatement costs. The property owner may file a written protest objecting to the costs and payment terms of the abatement within 15 days. The appeal shall be heard by the City Council within 30 days from the date of the receipt of the notice of appeal. If the amount due is not paid within a timely manner as determined by the decision of the City Council after hearing the appeal, the charges will be filed with Washington County and shall

become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

202.100.16. INJUNCTIVE RELIEF. The provisions of this Ordinance are intended to prevent the occurrence of events which would likely create immediate and irreparable harm to public facilities and the public health if they occurred. If a person has violated or continues to violate the provisions of this Ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

202.100.17. COMPENSATORY ACTION. In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the authorized enforcement agency may impose upon violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, lake and/or creek cleanup, etc.

202.100.18. VIOLATIONS DEEMED A PUBLIC NUISANCE. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

202.100.19. CRIMINAL PROSECUTION. Any person that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, may be subject to the maximum fine and imprisonment allowed by State law. Each day on which such violation exists or continues, shall constitute a separate offense punishable to the maximum extent of the law. The authorized enforcement agency may recover all attorney's fees, court costs, and other expenses associated with the enforcement of this Ordinance, including sampling and monitoring expenses.

202.100.20. REMEDIES NOT EXCLUSIVE. The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable Federal, State, or Local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

202.100.21. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not effect the other provisions or application of this ordinance.

202.100.22. EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its passage and publication.

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 11th of June, 2013
(Day) (Month) (Year)

Attest: _____ Mayor
Mary Wingfield

Attest: _____, City Clerk
Cindie J Reiter



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

May 6, 2016

Via Email Only: mike.anderson@cityofbirchwood.com

Mr. Michael Anderson
City Administrator
City of Birchwood Village
207 Birchwood Avenue
Birchwood, Minnesota 55110

Re: Proposal for Planning Services
City of Birchwood Village

Dear Mr. Anderson:

In response to your request, we propose to provide Planning Services. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement." Hereinafter, the City of Birchwood Village is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The CLIENT receives planning and zoning applications that require review by a professional planner to determine if the proposed building or site plan meets the City's ordinance requirements, to identify needs for variances or permits, to create findings for approval or disapproval, and to recommend appropriate conditions for approval. The Planner would also attend Planning Commission meetings to discuss the applications and findings.

The CLIENT is seeking Planning Services on an hourly, as-needed basis to serve as a third party plan reviewer for planning and zoning applications. These services would include completing reviews, recommendations, and reports as requested, and attendance at Planning Commission meetings as requested.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

- A. Meet or communicate with the City Administrator to receive applications and plans for review.
- B. Review planning and zoning applications.
- C. Identify consistency with City ordinances and regulations and issues.
- D. Complete recommendations and memos to the Administrator as requested to summarize findings and suggest conditions if needed.
- E. Attend Planning Commission meetings to present the findings of reviews as requested.

Mr. Michael Anderson
City Administrator
City of Birchwood Village
Proposal for Planning Services
May 6, 2016
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III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Attend other City meetings if requested.
- B. Development and updates of planning documents including comprehensive plans, park and trail plans, natural resource plans, and other plans; and review of environmental documents.

IV. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified hereinbelow:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA with access to application information and City regulations as required to perform services listed in SECTION II.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that schedules can be maintained.

V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION II services on an on-going basis as requested.

VI. COMPENSATION

Compensation to TKDA for services provided as described shall be on an Hourly Time and Materials basis. Planning Services in 2016 shall be at the rate of \$124.00/hour. Our current Hourly Rate Schedule is attached. Payment shall be made in accordance with Article 3 of the attached General Provisions.



Mr. Michael Anderson
City Administrator
City of Birchwood Village
Proposal for Planning Services
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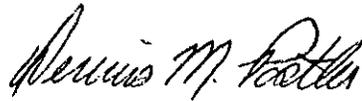
VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official and the return of a signed copy to us. This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,



Sherri A. Buss, RLA AICP
Project Manager



Dennis M. Postler, PE
Vice President, Municipal Services

SAB:DMP:adh

ATTACHMENTS: SCHEDULE 2850-M85
GENERAL PROVISIONS

ACCEPTED FOR THE CITY OF BIRCHWOOD VILLAGE

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email





2016 SCHEDULE OF HOURLY BILLING RATES

<u>Municipal Services Division Employee Classification †</u>	<u>Range of Hourly Billing Rates*</u>		
Senior Registered Engineer	\$ 123.00	to	\$ 180.00 ***
Registered Engineer or Professional Land Surveyor	\$ 75.00	to	\$ 138.00
Graduate Engineer or Land Surveyor	\$ 57.00	to	\$ 94.00
Senior Planner, GIS Analyst or Scientist	\$ 105.00	to	\$ 130.00
Planner, GIS Analyst or Scientist	\$ 54.00	to	\$ 92.00
Engineering, Planning or GIS Specialist II	\$ 103.00	to	\$ 121.00
Engineering, Planning or GIS Specialist I	\$ 68.00	to	\$ 108.00
Technician III	\$ 77.00	to	\$ 106.00 **
Technician II	\$ 48.00	to	\$ 82.00 **
Technician I	\$ 31.00	to	\$ 60.00 **

<u>Key Planning Staff</u>	<u>Hourly Billing Rate</u>
Sherri Buss	\$124.00

In addition to the hourly charges, TKDA shall be reimbursed for the following expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS standard rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Outside reproduction and reprographic costs.

† Hourly billing rates for staff outside the Municipal Services Division will be billed at a 2.85 multiplier.

* Rates effective until December 31, 2016.

** For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.

*** Capped Maximum

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.



MEMORANDUM

TO: Birchwood City Council
FROM: Mike Anderson, City Administrator
DATE: May 24, 2016
SUBJECT: Building Code: 302.045

Height Restrictions

BUILDING HEIGHT CODE

The council will hold a public hearing at its June 14, 2016 council meeting to consider Code for Building Height Regulation for structures. The city council and planning commission have been reviewing and studying the issues and possible solutions for the past six months.

Two proposals are included in the council packet:

Option 1 is a modification of the current city code. It attempts to regulate structure designs that exceed the spirit and intent of the code. The changes attempt to limit the application of extended roof lines and additional foundation/grade filling to make taller structures than otherwise would be allowed.

Option 1 as proposed has not been approved by the Minnesota Department of Resources but has been submitted to the agency for comment. (Almost all properties in Birchwood Village are within the designated Shoreland Management Area and their use is reviewed by the Minnesota Department of Natural Resources.)

Option 2 is the city code as written and adopted prior to 2000 with applying changes to address current concerns. The height limitation language was previously approved by the MN DNR when the code was enacted.

b. Dock and Pier Setbacks: Setback requirements from the ordinary high water levels shall not apply to piers and docks. Locations of piers and docks shall be controlled by applicable state and local regulations.

b. Retaining Wall Setbacks: Front, back, side street and other lot line setback requirements shall not apply to retaining walls except that the ordinary high water level setback requirements shall apply to retaining walls.

5. STRUCTURES IN WETLANDS. No structures are allowed within any wetlands.

“AMENDED BY ORDINANCE 1997-2; August 12, 1997.”

“AMENDED BY ORDINANCE 2003-1; February 12, 2003.”

302.030. HIGH WATER ELEVATIONS. All buildings shall be located such that the lowest floor surface is at a level at least three (3) feet in elevation above the highest known water level of any lake, pond, or wetland adjoining the lot. For three water bodies the high known water levels are:

HIGHEST KNOWN WATER LEVELS (Feet Above Mean Sea Level)

DNR ID #82-167	White Bear Lake	926.7 (NGVD, 1929)
DNR ID #82-134	Lost Lake	927.0 (NGVD, 1929)
DNR ID #82-480W	Hall's Marsh	926.7 (NGVD, 1929)

302.040. STRUCTURE REQUIREMENTS.

1. Each dwelling unit must have a floor area of at least 900 square feet.
2. The maximum square footage of a storage shed is 144 square feet. No person shall place automobiles, vans, or trucks in a storage shed.

302.045 HEIGHT RESTRICTIONS

1. Structure Height Limitation.

No structure height (as defined in subsection 3 below) shall exceed the structure height limitation specified below for each type of structure.

<u>Structure type</u>	<u>Structure Height Limitation</u>
Principal structure/attached garage	25 feet
Detached accessory storage shed	12 feet
Detached accessory garages	18 feet

2. Tallest Point Limitation

Regardless of the structure height limitations specified in subsection 1 above, which measure to an average roof level, the tallest point of a structure shall not exceed 35 feet above the grade plane (as defined in subsection 3 below). Also, the tallest point of an attached garage shall not exceed the height of the tallest point of the principal structure.

3. Method of Measurement

a. Structure Height

The structure height is the vertical distance between the grade plane and a point on the highest roof of the principal structure as defined by (1) the highest point of the coping of a flat roof or (2) the deck line of a mansard roof or (3) a level halfway between the highest point of a sloped roof and the average roof plane See Exhibits A and B.

Exhibit A.

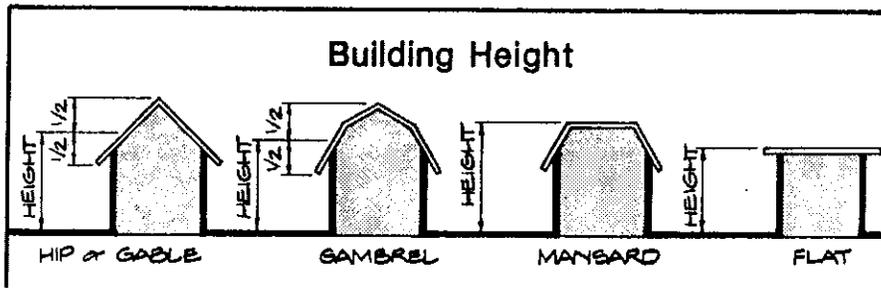
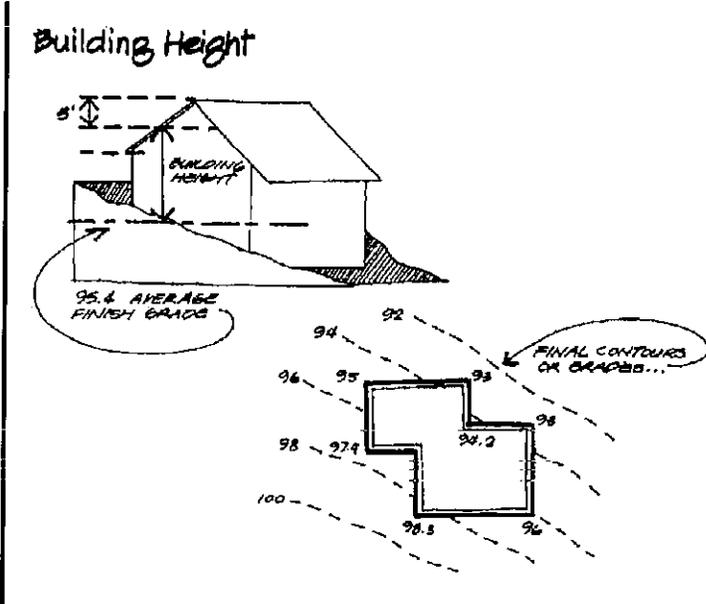


Exhibit B.



b. Grade Plane

The grade plane is the average level of finished grade at the structure as determined by the following:

- 1) Points of grade elevation are taken at the structure foundation where grade is level to the building façade or where grade slopes down to a building façade.
- 2) Where grade slopes away from a structure and the property line is less than six feet from the structure, grade plane is the average level of the lowest points between the building and property line.
- 3) Where grade slopes away from a structure and the property line is greater than six feet from the structure, grade plane is the average level of the lowest points less than 6 feet from the structure.

Note: When more than 4 corner points are used to determine the grade plane, points should be evenly distributed along any façade. Grade plane shall be calculated based on the method of averaging grade elevation at the structure in Exhibit C.

c. Site Elevation Plane

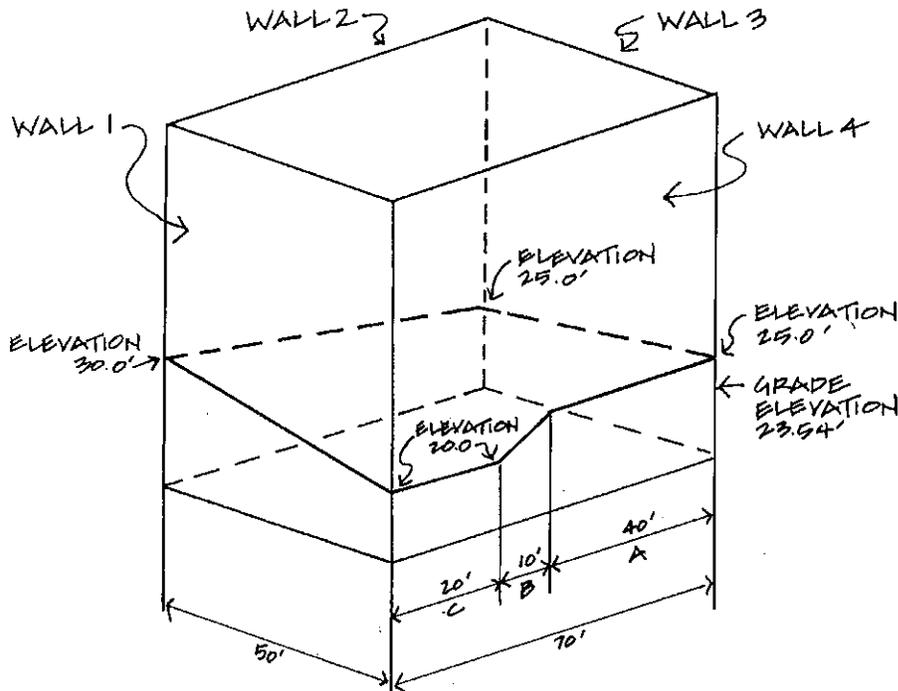
The site elevation plane is the average distance between the finished grade plane at the structure and the grade plane of the original elevations. Site elevation plane shall be calculated by points evenly distributed along the footprint of the proposed structure. Elevation plane shall be calculated based on the method of averaging the ground elevation using the same mathematical approach used in exhibit C. For purpose of this section, all differentials shall be measured in a positive number.

d. Roof Plane

The roof plane is the average level of finished roof line at the base of the principle structure's roof. When more than four corner points are used to determine the roof plane, points should evenly be distributed along every façade. Roof plane shall be calculated based on the method of averaging roof elevation using the same mathematical approach used in Exhibit C.

Exhibit C.

ILLUSTRATION 16: GRADE, GRADE ELEVATION



GRADE = AVERAGE GROUND ELEVATION

$$\text{WALL 1} \quad \frac{20.0 + 30.0}{2} \times 50 = 1250$$

$$\text{WALL 2} \quad \frac{30.0 + 25.0}{2} \times 70 = 1925$$

$$\text{WALL 3} \quad \frac{25.0 + 25.0}{2} \times 50 = 1250$$

$$\text{WALL 4} \quad \text{A} - 25.0 \times 40 = 1000$$

$$\text{B} - \frac{25.0 + 20.0}{2} \times 10 = 225$$

$$\text{C} - 20.0 \times \frac{20}{240} = \frac{400}{5650}$$

$$\text{GRADE} = \frac{5650}{240} = 23.94$$

4. Exceptions.

The structure height and tallest point limitations established herein shall not apply to chimneys and flues provided the footprint or horizontal area of the chimney or flue does not

OPTION 2

BUILDING CODE HEIGHT [based on code prior to 2000]

302.045 1. STRUCTURAL HEIGHT LIMITATION: The maximum height of a structure as calculated by Method A or Method B (see below) is as follows:

<u>Structure Type</u>	<u>Maximum Height</u>
Principal Structure/attached garage	30 feet
Detached garage	18 feet
Detached storage shed	12 feet
Fences	6 feet

METHOD A: (Most applicable to 3-dimensional structures, e.g. houses and garages.) The maximum height of a structure is the difference between the elevation of the highest point of the structure and the average elevation of the grade plane. The grade plane shall be calculated based on the method shown in Exhibit A below. Elevation points at the ground level shall be evenly distributed along each façade.

METHOD B: (Most applicable to structures which are mainly 1- or 2-dimensional, e.g. towers, fences, and walls.) The maximum height of a structure is the difference in elevation between any point on the structure and the ground directly below that point.

2. Grading/Fill Limitation

The existing grade of the property shall not be raised around a new building or foundation in order to comply with the height requirements of this code.

3. Tallest Point Limitation

Regardless of the structure height limitations for principal structures specified in subsection 1 above, the lowest point on the façade to the tallest point of a structure shall not exceed 35 feet. Also, the tallest point of an attached garage shall not exceed the height of the tallest point of the principal structure.

4. Exceptions.

The structure height and tallest point limitations established herein shall not apply to chimneys and flues provided the footprint or horizontal area of the chimney or flue does not exceed 16 square feet and the top of the chimney or flues and does not extend more than three feet above the tallest point of the structure.



MEMORANDUM

TO: Birchwood City Council
FROM: Mike Anderson, City Administrator
DATE: June 6, 2016
SUBJECT: Deer Population Info

Deer Population Information

The City Council has asked for more information from the MDA to see what is required for permitted hunts in the City of Birchwood along with the cost of those hunts. The information I was able to gather is as follows:

25 Deer Option \$8027.70

Up to 10 baiting and scouting visits using 3 hours per trip for 1 specialist
Up to 5 control visits for 2 specialists using 12 hours per night per specialist.
Allowed some hours for a couple of meetings as well.

35 Deer Option \$10421.82

Up to 14 baiting and scouting visits using 3 hours per trip for 1 specialist.
Up to 7 control visits for 2 specialists using 12 hours per night per specialist.
Allowed some hours for a couple of meetings as well.

Requirments

As far as the resident requirements, the DNR permitting process requires that there is some sort of public input opportunity for your residents. For most cities, that means putting an item on the City Council agenda where residents would be able to attend and voice any concerns that existed. The DNR permit also requires that the residents of the city are notified in some manner. Most cities meet this requirement by putting some sort of statement on their website as to the removal taking place. Aside from the City Council meetings, the only other meetings would be with us to discuss locations and logistics. The permitting is done through Scott Nolan, the DNR Area Wildlife Manager for the metro. You would contact him in late summer and ask for a permit application for deer removal through the upcoming winter. You would submit your application to him and he would send you back a permit as well as tags for each animal that would be taken during the removal.

I have contacted surrounding communities to see if they have any plans in place for deer removal or if they would be interested in partnering with the City of Birchwood. As of June 6, 2016, I have not received any feedback from White Bear Lake, Mahtomedi, Grant, or Willernie. The Township of White Bear Lake already partners with Ramsey County in their efforts in their County/Regional Parks. They also allow residents to bow hunt permitted by the Township.

If you have questions please direct them to the City Clerk at Mike.Anderson@CityofBirchwood.com or call City Hall at 651-426-3403.