



AGENDA OF THE
REGULAR MEETING OF THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
207 BIRCHWOOD AVENUE
WASHINGTON COUNTY, MINNESOTA
September 10, 2013
7:00 P.M.

CALL TO ORDER (Roll Call for attendance)

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

1. CITY BUSINESS – CONSENT AGENDA

- A. Extend Tennis Sanitation Refuse Contract for four (4) years – same fee schedule
(Current contract expiration date January 2014)

2. CITY BUSINESS – REGULAR AGENDA

- A. WCSO – Law Enforcement Contract – Sheriff William Hutton
- Approval of Contract
 - Authorize letter to WBL re notice of cancellation of contract for policing and animal control
- B. 2013 ANIMAL CONTROL CONTRACT – (exhibit Wingfield)
- Companion Animal Control of Bayport, MN
- C. TRAFFIC CALMING—Roads Committee
- Consideration of lower speed limit
 - Consider Stop sign placement at intersections (Jay/Hall, White Pine/Hall, Oakridge/Cedar, Hall/Cedar (west bound))
 - Input & ideas from resident
- D. Planning Commission Items –
- a. WERRA Variance Application (Planning Comm. Chair, Len Pratt)
- Resolution 2013-19
- Planning Commission recommendation to City Council – DRAFT minutes attached
- E. ACCEPTANCE OF TREASURERS REPORT AND APPROVAL OF DISBURSEMENTS
(see exhibit)
- F. ORDINANCE 2013-09 Chicken License Fee (exhibit - Wingfield)
- Chicken License application – review and approve form
- G. FIRE HYDRANT RELOCATION at 9 Oakridge – (exhibit Manship)
- H. 2014 BUDGET/LEVY ADOPTION
- RESOLUTION TO CERTIFY 2013-18

- I. RENTAL UNIT - HOUSING CODE ORDINANCE Proposed - (exhibits Wingfield)
 - Examples – Rental Ordinances (other cities)
 - Set Public Hearing for Rental Housing Code

 - J. TREE REMOVAL - (Exhibits LaFoy & Wingfield)
 - OWL STREET (LaFoy) McGinnis Request – Hazard Tree
 - TREE REMOVAL POLICY Adopted May 8, 2001

 - K. REVIEW PAY FOR SEASONAL LABOR (Wingfield)

 - L. Approval of August 13, 2013 Regular Meeting Minutes (see exhibit)

 - M. SET HEARING FOR DOCK ASSOCIATION (Wingfield)

 - N. SET MEETING FOR 2014 PARK PROJECTS
3. STAFF REPORTS – Charlie Yunker
- Update on Birchwood telephone and I-Net service

ADJOURN

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

This agreement (“Agreement”) by and between the County of Washington (“County”) and the cities of Mahtomedi, Dellwood, Willernie, and Birchwood Village (individually “City,” collectively, “Cities”) for the provision of Law Enforcement Services to the Cities by the County.

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

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

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

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

I. Purpose

- 1. The purpose of this Agreement is to authorize the joint exercise of police power pursuant to Minnesota Statutes, Section 471.59, subd. 12, with the Washington County Sherriff’s Office providing Law Enforcement Services to the cities of Mahtomedi, Dellwood, Willernie, and Birchwood Village pursuant to the terms and conditions set forth below.

II. Scope of Services

- 1 The Parties hereby agree that as of January 1, 2014, this Agreement for Law Enforcement (hereinafter “Agreement”) supersedes and replaces the Agreement for Law Enforcement Services entered into between the County and the cities of Mahtomedi, Dellwood, and Willernie which was approved and executed in 2012.
- 2. The County, through the Washington County Sheriff’s Office (“Sheriff’s Office”), agrees to provide Law Enforcement Services within the corporate limits of the Cities, including but not limited to the following:
 - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property;
 - b. Enforcement of Minnesota State Statutes and the ordinances of the Cities;

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

III. Assumption of Liability/Insurance

1. Except as otherwise provided herein, the Cities shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel providing Law Enforcement Services to the Cities under this Agreement and the County hereby assumes said liabilities.
2. Except as otherwise provided herein, the Cities shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment with the County and/or provision of Law Enforcement Services to the Cities, and the County agrees to indemnify and hold harmless the Cities against any such claims.
3. The Cities and their officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the County or the County's agents, officers, or employees performing services pursuant to this Agreement, and the County shall hold the Cities and their officers and employees harmless from and shall defend and indemnify the Cities, their officers, and employees, against any claim for damages arising out of the County's performance of this Agreement.
4. The County and its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the Cities or of any of the officers, agents, or employees of the Cities, and the Cities shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages arising out of the Cities' performance of this Agreement, up to the municipal tort limits found in Minnesota Statutes, Section 466.04.
5. The County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance or self-insurance in amounts deemed appropriate by the County.
6. All deputy sheriffs, clerks, dispatchers, and all other County personnel performing duties pursuant to this Agreement shall at all times and for all purposes be considered employees of the County.

IV. Payment

1. The Cities agree to pay to the County the actual Direct Costs and Expenses of providing the Cities with the Law Enforcement Services provided for by this Agreement, including the full-time services of five (5) full-time equivalent (FTE) deputy officers.
2. The Cities shall each pay a percentage of the total actual Direct Costs and Expenses of the County for the provision of Law Enforcement Services to the Cities based on each City's population, as described in Exhibit A. Each City's percentage of Direct Costs and Expenses shall be adjusted annually based on updated population figures obtained from U.S. Census figures. The Cities shall provide updated population figures and percentages

to the Sheriff's Office no later than July 1st of each year to be used in calculating cost allocations for the next year.

3. "Direct Costs and Expenses" shall mean the salaries, employer's public employee retirement contributions, workers' compensation premiums, and vacation pay of the dedicated employees of the County who perform the law enforcement series to the Cities under this Agreement, as well as other related and customary costs incurred by the County as a direct result of providing the Law Enforcement Services to the Cities under this Agreement, including mileage and vehicle costs. Direct Costs and Expenses shall be those described on Exhibit B, and shall be calculated as provided therein. Direct Costs and Expenses shall not include items of cost and expense attributable to services and facilities provided or available to the Cities which by state law the County must provide. Computation of actual costs hereunder shall be made by the Washington County Sheriff's Office, Budgeting and Accounting Division.
4. The County shall bill the Cities on a semi-annual basis for the provision of services under this Agreement in accordance with the cost allocations found in Exhibit A, and each of the Cities shall pay the amounts required of the specific City on a semi-annual basis by directing to the County a check or voucher payable to the County Treasurer. If a City fails to pay the County for its share of the provision of services in accordance with the cost allocations found in Exhibit A, the remaining Cities shall not be responsible for the payment of that City's share of total cost of this Agreement.
5. An estimate of the Cities' costs for the upcoming year shall be furnished by the County to the Cities no later than August first of each year.

V. Cooperation of Parties

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

VI. Additional Terms

1. It is understood that this Agreement contains the entire agreement between the parties, and that no statement, promises, or inducements made by any party hereto, or any officer, agent, or employee of any party hereto which is not contained in this written Agreement shall be valid and binding. This Agreement may not be modified except in writing, signed by all parties.
2. The effective date of this Agreement is January 1, 2014.
3. This Agreement shall remain in effect for a period of two (2) years, unless earlier terminated by operation of law or pursuant to Section VI(4). This Agreement shall automatically renew for a period of one (1) year following the expiration of the initial two (2) year term and/or any renewal term. Any party may terminate the Agreement during a renewal term by providing one hundred and eighty (180) days' notice of termination to all other Parties.
4. This Agreement may not be terminated by any party during the first year from the effective date of the Agreement. This Agreement may be terminated at any time and without any financial penalty by any of the Cities during the second year of the Agreement by giving the other Parties written notice one hundred and eighty (180) days prior to the termination date. If a City provides notice of termination to the other Parties, the County shall be responsible for providing Law Enforcement Services to the remaining Cities at the same levels of service as previously provided to the remaining Cities for the duration of this Agreement, and the remaining Cities shall only be required to pay for the Law Enforcement Services provided by the County in the amounts and percentages listed in Exhibits A and B, and shall not be required to pay for the terminating City(s)' Cost Allocation Percentage.
5. The Parties agree that any amendment to this Agreement which decreases the number of officers provided to the Cities shall not be effective until one hundred and eighty (180) days after the amendment has been executed by the Parties.
6. Notices shall be sent:

a. To the County:

Washington County
Attention: County Administrator
14949 62nd Street North
P.O. Box 6
Stillwater, Minnesota 55082-

b. To the City of Mahtomedi:

City of Mahtomedi
Attention: City Administrator
600 Stillwater Road
Mahtomedi, MN 55115

- c. To the City of Willernie: City of Willernie
Attention: City Clerk
P.O. Box 487
Willernie, MN 55090

- d. To the City of Dellwood: City of Dellwood
Attention: City Clerk/Administrator
111 Wildwood Road
P. O. Box 775
Willernie, MN 55090

- e. To the City of Birchwood Village: City of Birchwood Village
Attention: City Clerk
207 Birchwood Avenue
Birchwood, MN 55110

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

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

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

Dated: _____

CITY OF MAHTOMEDI, MINNESOTA

By: _____

**Judson Marshall
Its Mayor**

ATTEST:

By: _____

**Mary Solie
Its City Clerk**

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

Dated: _____

CITY OF DELLWOOD, MINNESOTA

By: _____

**Robert Nuffort
Its Mayor**

ATTEST:

By: _____

**Joanne Frane
Its City Clerk/Administrator**

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

Dated: _____

CITY OF WILLERNIE, MINNESOTA

By: _____

**Barbara K. Parent
Its Mayor**

ATTEST:

By: _____

**Vickie Keating
Its City Clerk**

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

Dated: _____

**CITY OF BIRCHWOOD VILLAGE,
MINNESOTA**

By: _____

**Mary Wingfield
Its Mayor**

ATTEST:

By: _____

**Barb Suici
Its City Clerk**

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

Dated: _____

COUNTY OF WASHINGTON, MINNESOTA

By: _____

Lisa Weik

Its Chairperson of the Board

ATTEST:

By: _____

Molly O'Rourke

Its County Administrator

Exhibit A

2014 Cost Allocation Percentages

Mahtomedi	75.90%
Dellwood	10.50%
Willernie	5.00%
Birchwood	8.60%
Total	100%

2014 Budget Estimates

	\$432,245.91
	\$59,796.87
	\$28,474.70
	\$48,976.48
Total	\$569,493.96

2015 Cost Allocation Percentages

Mahtomedi	75.90%
Dellwood	10.50%
Willernie	5.00%
Birchwood	8.60%
Total	100%

Exhibit B**Mahtomedi, Dellwood, Willernie, Birchwood Village -
2014 Estimate****Law Enforcement Contract (166012)**

5.0 FTE Deputies

WAGES

Average Annual Hours Worked Per Assigned Deputies	8,829.42	
x Average Hourly Wage	<u>\$32.32</u>	\$285,393.23

Average Annual Overtime Hours Worked Per Assigned Deputies	116.42	
x Average Hourly OT Wage	<u>\$48.48</u>	\$5,644.57

Average Annual Hours Worked Per Non-Assigned Deputies	1,336.67	
x Average Hourly Wage	<u>\$31.96</u>	\$42,713.18

Average Annual Overtime Hours Worked Per Non-Assigned Deputies	118.83	
x Average Hourly OT Wage	<u>\$47.93</u>	\$5,695.98

Total Regular and Overtime Wages		<u>\$339,446.96</u>
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Holiday Pay		\$15,667.73
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Vacation Pay		\$21,403.39
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Sick Pay		<u>\$7,116.64</u>
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Total Annual Wages		\$383,634.72
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BENEFITS

PERA	\$55,243.40	
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Medicare	\$5,562.70	
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Uniform Allowance per Assigned Deputies	\$3,650.00	
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Life Insurance per Assigned Deputies	\$150.00	
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Hospitalization Insurance per Assigned Deputies	\$44,507.91	
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LTD Insurance per Assigned Deputies	\$560.00	
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Medical Pool per Assigned Deputies	\$4,200.00	
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Retiree Med & Liab Ins	<u>\$36,484.83</u>	
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Total Annual Benefits		\$150,358.85
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CREDITS

Average Annual Credit Hours for Non-Remote Response	577.33	(\$18,661.15)
Average Annual Court Appearance Hours	17.58	(\$852.52)
State Aid Credit		<u>(\$55,243.40)</u>
		<u>(\$74,757.06)</u>

Total Adjusted Annual Wages and Benefits		<u><u>\$459,236.51</u></u>
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OTHER EXPENSES

2 Clerical Support Staff Annual Average Wages per Assigned Deputies	\$28,898.31	
Annual Average Supervision Wages per Assigned Deputies	\$30,850.44	
Annual Deputies Cell Phone Expense @50% Cost	<u>\$900.00</u>	
Total Annual Other Expenses		<u><u>\$60,648.74</u></u>

Total Annual Deputies Costs		<u><u>\$519,885.25</u></u>
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MILEAGE

Average Annual Mileage @ \$.575 per Mile	86,276	<u>\$49,608.70</u>
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Total Annual Contract Cost		<u><u>\$569,493.95</u></u>
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Animal Control Agreement

THIS AGREEMENT, made _____ of day of _____ 20__, by Companion Animal Control LLC., 457 Sixth Street North, Bayport, MN 55003, hereinafter referred to as “Humane Officer” or “Contractor”, and the City of Birchwood Village, Minnesota hereinafter referred to as “City”.

Whereas, the City is desirous of utilizing an independent contractor to perform certain animal control services as provided herein. Animal Humane Society hereinafter referred to as impound facility.

WITNESSETH, that the Humane Officer and the City, for the consideration stated herein, mutually agree as follows:

1. **STATEMENT OF WORK:** Humane Officer shall furnish all labor, equipment, and services performed for the duty as humane officer for the City, as set forth below in an efficient and workmanlike manner in accordance with this Agreement. Humane Officer shall comply with all federal, state and local laws and ordinances in performing the duties herein.
2. **FEE FOR SERVICE:** The City will pay the Humane Officer for performance of this Contract, in current funds for the services set forth herein:

a. A monthly 24 hour per day, 7 day a week availability retainer of Fifty Dollars (\$50.00) per month for the recovery of contained dogs as directed by the members of the Washington County Sheriff’s Office, City Council, or City Clerk (as a licensing official).

- b. Ninety Five (\$95.00) + mileage fee per dog and cat recovered and delivered to impound facility during regular business hours defined as 7 AM – 7 PM, or returned to owner.
- c. Sixty Five Dollar (\$65.00) fee per extra dog and cat recovered and delivered to impound facility between 7 AM and before 7 PM, or return to owner.
- d. Additional fee of Thirty Dollars (\$30.00) fee per dog and cat recovered and delivered to impound facility between 7 PM and before 7 AM, or returned to owner.
- e. Additional Thirty Dollar (\$30.00) fee per dog and recovered and delivered to impound facility or returned to owner on one of the following holidays: Easter, Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, Independence Day, New Year's Eve and New Year's Day.

3. CONTRACTOR'S DUTIES:

- a. If the rightful owner of an animal is located by the Humane Officer at the time of animal pick-up and the animal is returned to owner by Humane Officer (within reasonable transportation range) the fees stated above apply.
- b. In the event that a dog is brought to impound facility for impound as a stray at large or bite-quarantine by a member of the public, the impound facility may contact Humane Officer to request a "sign off" on the animal so that it may full fill any arrangements agreed upon between impound facility and the City as a "seized animal". Humane Officer will go to said facility and sign off on the impounding of the animal, the fees stated above in sections B, C and D and E will apply in these circumstances. During this time all animal

information will be collected, finder information and the animal will be posted in accordance with Section 3.

- c. The Humane Officer will be required to collect and transport contained dogs only. The Humane Officer will not carry or utilize a firearm in the course of her work unless approved in writing by the City. Humane Officer will however be allowed to carry and utilize mace on a dangerous dog if the situation arises where safety is in serious question as determined by the Humane Officer.
- d. Invoices and requests for payment shall be in a form approved by the City and shall be processed in accordance with the City's routine monthly payment schedules.
- e. Mileage will be billed at current IRS Mileage Rates from starting point when call is received, during call and then return back to starting point.

3. CONTRACTOR'S DUTIES:

- a. Humane Officer shall, upon request of the members of the Washington County Sheriff's Department Office, City Council, or City Clerk, take all reasonable steps to take into custody any dog deemed to be at large or in violation of any City Ordinance or Minnesota State Statute. All apprehension of dogs directed by the aforementioned shall be treated humanely.
- b. Every reasonable effort shall be made to return the animal to its rightful owner, at which time owner information will be collected to facilitate the City to issue a citation for violation of the City's leash law as it deems necessary. In the event that the animal cannot be returned to its owner, the animal shall

be delivered into the custody of impound facility as designated by the City. The Humane Officer agrees to comply with all state laws regarding waiting periods. Once released to impound facility the animal becomes the sole responsibility of the facility.

- c. In the circumstance that a citizen contests a citation and a court appearance is required by Humane Officer or Humane Officer is requested to attend a meeting the City will reimburse Humane Officer for mileage at the current IRS rate and will compensate Humane Officer time spent involved in such a case at a rate of \$25.00 per hour.
- d. The Humane Officer shall supervise the publication of notice when an animal has been picked up on the "Companion Animal Control LLC" Facebook website. The publication of an animal impounded will be the responsibility of impound facility, as such should be outlined in the City's contract with the impound facility. Humane Officer will include in all monthly invoices a listing and description of all dogs impounded. The Humane Officer will also obtain owner information from the impound facility in the circumstance that a dog is reclaimed by the owner, this information will be included with the monthly invoices as well.
- e. In the rare circumstance that an animal is severely injured enough that it would be considered inhumane, as determined by the Humane Officer, to leave the animal at the designated impound facility until staff arrive then the animal is to be brought to Otter Lake Animal Care Center. All expenses resulting from care of said animal by Otter Lake Animal Care Center will be

the sole responsibility of the City. Should this circumstance occur, the City Clerk will be notified by Humane Officer immediately so that he/she may act accordingly. In the event that the rightful owner is contacted for said animal, recovery of any and all expenses from the owner is the sole responsibility of the City. Further, Humane Officer is not responsible for any outcome of the animal resulting from the injury, including death, but will make every reasonable effort to properly care for such an animal prior to and during transfer of the animal to the designated veterinary clinic stated above.

- f. Humane Officer shall maintain reasonably adequate books and records of its activities hereunder and make those available to the City upon request.
- g. If requested by either party the Humane Officer and the City shall conduct an annual review for the purpose of determining the effectiveness of the animal control program, review program costs and implement continuous improvement measures.
- h. Humane Officer shall assist the City in its construction of all animal-related ordinances or procedures to insure humane treatment.
- i. Humane Officer will, free of additional charge, take all calls from City of Birchwood Village citizens and reply back in a timely manner regarding animal husbandry, ordinances, licensing, adoption, surrender, spay/neutering, etc. Humane Officer will not provide any veterinary advice and instead will refer citizen to a licensed veterinarian or veterinary clinic. Humane Officer will also be available for public speaking if requested by City in an effort to supply educational opportunities to City citizens. City will reimburse mileage

traveled at current IRS rate and will compensate Humane Officer time at a rate of twenty five \$25.00 per hour.

4. CITY'S DUTIES:

- a. City agrees to pay billed fees and expenses within 20 days of billing by Humane Officer, provided the billing is received by the city before the first of the month. If the billing is received after the first of the month, the bill will be paid by the 20th of the following month.
- b. City agrees to hold Humane Officer harmless against all claims, losses, causes of action, and expenses, including legal expenses, relative to Humane Officer's performance of this Contract. Humane Officer shall not be liable for any actions or results of actions by any animal in the presence of or being handled by Humane Officer, including but not limited to biting, scratching, destruction of property, injury to a person or another animal.

5. INDEMNIFICATION:

- a. Humane Officer, on behalf of herself and her insurers, agrees to indemnify and hold the City harmless against all claims, losses, causes of action, and expenses, including legal expenses, relative to Humane Officer's performance of this Contract. The City shall not be liable for any loss suffered by the Humane Officer due to personal injury or because of damage to, or destruction of, any property, or any loss of profits or other consequential damage or any inconveniences resulting from the theft, damage to, or destruction of personal property. City may, at its option, but with no obligation to do so, obtain insurance covering Humane Officer against

liability to third parties relative to Humane Officer's performance of this Contract. Humane Officer shall be solely responsible for obtaining at her own expense, any insurance coverage which she may desire insuring herself against personal injury, liability or property damage.

- b. Humane Officer shall indemnify and defend the City with respect to all claims, demands, losses, lawsuits settlements, penalties and other charges arising out of or relating to the acts of the contractor arising out of or relating to its work for the City including reasonable attorney's fees.
- c. Humane Officer shall comply with the Minnesota Data Practices Act and all other state and federal laws relating to data privacy or confidentiality. Humane Officer will immediately report to the City any requests from third parties for information. The City will immediately notify Humane Officer of any requests from third parties or the City for information.

5. LEGAL STATUS:

- a. The parties agree that the Humane Officer is in full control of the manner in which the work is pursued and the Humane Officer shall not receive health insurance, worker's compensation insurance, salary, retirement benefits, PERA benefits, or any other fringe benefits offered to employees of the City and shall, in all respects be deemed an Independent Contractor.

6. TERMINATION:

It is further agreed that this in a case of violation, breach or non-performance by Contractor or by City of any of the agreements contained in this Contract,

both City and Contractor shall have the right to declare this Contract null and void upon written 30 day notice.

7. REPRESENTATION:

The Contractor represents that she contractually employs others who are properly trained to perform the Contract under her direction when absolutely necessary.

8. TERM:

This Contract shall become effective upon its execution by both parties and continue month to month, subject to termination upon 30-day advance written notification of termination by either party. No amendment or modification of this Contract shall be effective unless made in writing and signed by both the City and the Contractor. All provisions of this agreement relating to insurance, indemnity and compliance with the Minnesota Data Practices act shall survive termination to the full extent needed for the protection of the City.

IN WITNESS THEREOF, the parties have executed this Contract as the City of Birchwood Village, Minnesota, on the day and year first above written.

Dated: _____

Contractor

CITY OF BIRCHWOOD VILLAGE

By: _____
Mayor

Attested by:

City Clerk

City of Birchwood Village Planning Commission

September 3, 2013 DRAFT Meeting Minutes

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

Commissioners present: Chair Len Pratt, Members Randy Felt, John Lund and John Winters (Doug Danks was excused).

Other Attendees: Samantha Crosby, Staff Planner; Dan and Melissa Werra.

Pratt called the meeting to order at 7:00 pm.

1. September 3, 2013 Meeting Agenda.

Lund moved approval of the agenda as proposed. Felt seconded the motion and by a 4-0 vote the agenda was unanimously approved.

2. July 2, 2013 PC Meeting Minutes.

Winters moved approval of the minutes. Lund seconded the motion and by a 4-0 vote, the July 2nd meeting minutes were unanimously approved.

3. Case No. 13-17-VB: Application by Danny Werra for a 25 foot variance from the 40 foot setback along Lakewood Lane and a 29-foot variance from the 40 foot setback along Lake Avenue, for 369 Wildwood Road.

Crosby gave an overview of the staff report. Due to the placement of the home on the lot, which is an existing condition; the fact that most of the proposal is an extension of the existing non-conformity, not an expansion; and that the home fronts on three roads, staff recommends approval of the variances as requested. Staff does not foresee any adverse impacts, but if there were some, the home is screened by mature trees on the side with the expansion.

Lund clarified that the expansion part of the project is a 6-foot increase towards the property line? Werra affirmed that. It'll be a 3-foot room bump-out with a 3-foot wide deck. The home is currently 17.5 feet from the line and the new closest point will be 11.5 feet.

Pratt opened the public hearing portion of the meeting.

Werra: the home was built in 1908 as a seasonal cabin. It was lakefront at the time. It has lots of structural non-conformities and no insulation. The remodel project will bring it up to code, make it livable year round and make it more consistent with the quality of the surrounding homes.

Pratt read Doug Danks comments into the record. Danks expressed concern about increasing the non-conformity of the structure, "...primarily along the Lakewood Lane side of the structure, and would suggest the small gabled dormer on this side of the house is acceptable, but the larger area of shed dormer along this side of the house creates a massive and imposing façade facing Lakewood Lane." (See attached email).

Winters understands Danks position, however, that side doesn't really front anyone except for some garages. Lakewood Lane functions more as a driveway than a street. Pratt pointed out that it's a dead-end with no through traffic.

Lund expressed some concern about the height and inquired to exactly how much the main roof line will increase. Werra said it'll be another 6 feet higher. It'll have a 12/12 pitch. The average height meets the 25 foot limit and the maximum peak meets the 35 foot limit. Crosby pointed out that the average ground grade was determined by utilizing the elevations at the 4 corners of the building, not the ground grade the entire way around, and there is a dip in the grade along the Lake Avenue side to accommodate the walk-out. Werra said that there's room on the other side to raise the grade if need be to compensate for any possible miscalculations. Winters doesn't think the intent of the code is to include window wells or walkout doors because those are egress features for life/safety.

There was some discussion about grading. Werra explained his plans. Pratt expressed concern about an 8-foot dip in grade between the home and the street. Werra clarified that the trench drain will be an underground pipe, not a ditch. Lund inquired about the grade at the foundation. Werra confirmed it'll be at least a "1in12" (1 inch rise over 12 inch run) slope.

Lund turned the conversation to the proposed garage location. Why not set it back the 40 feet? Werra: because of the hill/grade. Pratt suggested orientating the garage to face Lakewood Lane. Again, Werra feels the slope is prohibitive. Pratt has reservations about including the approval of the reduced garage setback with the house variances. Scale starts to matter where proximity is concerned and we don't have elevations to review. How tall would it be? Would it have storage above? What would the exterior materials be? Felt agreed that additional information should be submitted.

Pratt closed the public hearing portion of the meeting.

Recognizing that the requested variances are mostly extending the non-conformities, not increasing them (except for in a small area on the Lake Street side) and given that the house fronts on three streets, Winters moved to recommend approval of the variances as requested with a caveat that the approval of the garage location be stayed until elevations are provided. Felt seconded the motion. The vote was unanimous (4-0).

Pratt agreed to attend the Council meeting on the 10th of September to represent the Planning Commission in this case.

4. Felt moved adjournment. With a second by Lund and a unanimous vote, the meeting adjourned at 8:00 pm.

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RESOLUTION NO. 2013-19

**RESOLUTION APPROVING TWO VARIANCES FROM
THE CITY OF BIRCHWOOD VILLAGE ZONING CODE
FOR 369 WILDWOOD AVENUE**

WHEREAS, a proposal (13-17-VB) has been submitted by Danny Werra to the City Council requesting a variance from the City of Birchwood Village at the following site:

ADDRESS: 369 Wildwood Avenue

LEGAL DESCRIPTION: Lot 6 and 7, Block 7, LAKEWOOD PARK 3RD
DIVISION (PID # 3003021130007)

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A 25-foot variance from the 40-foot setback from the northeast property line (Lakewood Lane) and a 29-foot variance from the 40-foot setback from the southeast property line (Lake Street) per Code Section 302.020.2 in order to allow the construction of a 418 square foot addition on the north side, a 36 square foot bump-out on the south side, and a third story to the home; and

WHEREAS, the Planning Commission has held a public hearing as required by the City Zoning Code on September 3; and

WHEREAS, the lot is somewhat unique it that it fronts on three streets, creating multiple increased setbacks; and

WHEREAS, the existing location of the home on the property is an existing condition; and

WHEREAS, there are mature trees which screen the property from view along the non-conforming sides; and

WHEREAS, the request is not out of character with the immediate neighborhood; and

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

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

1. That granting the variance will be in harmony with the general purpose and intent of this Code.

2. That granting the variance will not impair an adequate supply of light or air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.
3. That the non-conforming use of neighboring lands, structures, or buildings is not the sole grounds for issuance of the variance.

FURTHER, BE IT RESOLVED, that the City Council of the City of Birchwood Village hereby approves the requested variance subject to the following conditions:

1. All application materials, maps, drawings and descriptive information submitted with this application shall become part of this permit.
2. Per Section 304.090, the variance shall become null and void if the project has not been completed or utilized within one (1) year after the date it was granted, subject to petition for extension by the City Council.
3. The applicant shall obtain a building permit prior to beginning construction on the building addition.
4. The applicant shall verify their property lines and have the property pins exposed at the time of inspection.

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

Ayes:
Nays:
Absent:

Mary Wingfield, Mayor

ATTEST:

Barbara J. Suci, City Clerk

Approval is contingent upon execution and return of this document to the City Clerk.

I have read and agree to the conditions of this resolution as outlined above.

Applicant's Signature

Date

Drafted By:
Samantha Crosby, Staff Planner
City of Birchwood Village
207 Birchwood Avenue
Birchwood Village, MN 55110

**Birchwood Village
Treasury Report
9-6-2013
Council Meeting 9/10/2013**

To: City Council
From: Cindie J Reiter & Charlie Yunker, Treasurer

Financial Report

Attached are the CTAS reports:

*The **DISBURSEMENTS REGISTER** is for those claims presented for approval and/or payment this eve. Disbursement Register includes check numbers or EFT identifier. **THE DISBURSEMENT REGISTER is for expenses of period between council meetings (August 14 – September 10, 2013)**. Checks issued are #27908DD,27911 - 27963 (27959 & 27960 VOID) and EFTs for Xcel Sewer LIFT 082013, US Bank Service Charge (SC – if any), PERA081513, PERA083113 , POST082013 – postage meter, FED082013 and MN082013 payroll taxes.*

*The **Interim Financial Report** shows the year to date totals for each revenue and expense of each Fund. The report is presented by ACCOUNT code. Fund 100 is the operating fund (General Fund) for which property taxes are levied, and also includes other revenues the city receives. In the disbursement section of this report you will find a running total (YTD) and variance (remaining balance) of the full year budgeted amount for each category of expense. **The Interim Financial Report is provided for 2013 through council meeting date December, 2013 to provide balance remaining for budgeted items.***

*The **Cash Balance Statement** is the beginning balances (same as: prior year-end). The beginning balances are all cash balances – which reside at 4M Fund /US Bank (checking for operating funds, savings, enterprise fund accounts for various funds & reserves). Special Revenue Project FUND includes budget for special projects for Elm Easement (Assigned Fund #211) & Turf Management projects established in 2012. The balance of the Special Revenue Fund includes \$3,200 (YE 2012) for deposits on reserve by the city for potential future dock/slip holders(wait list). Two Wait List applicants have advanced to the Use Permit level either on a temporary or permanent basis with \$400 of Wait List deposit dollars used for the annual Use Permit fee. **Special Revenue Fund #225 added for warming house donations.***

Please call/email with any questions.

Charlie Yunker, Birchwood City Treasurer

Fund Name: All Funds
Date Range: 08/14/2013 to 09/10/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/15/2013	Payroll Period Ending 07/31/2013		27908	\$858.71	100-41400-100	\$858.71
08/15/2013	Xcel Energy	Lift Stns Aug 2013	LIFT082013	\$537.56	605-43190-380	\$537.56
08/19/2013	PERA	Staff Retirement PE 7/31/2013	PERA081513	\$149.54	100-41400-120	\$80.31
					100-41400-121	\$69.23
08/26/2013	POSTALIA EFT for Postage Meter	Postage Meter EFT (UB/Newsletter)	POST082013	\$300.00	100-41430-200	\$100.00
					601-41430-210	\$100.00
					605-41430-210	\$100.00
08/30/2013	Payroll Period Ending 08/15/2013		27911	\$902.00	100-41400-100	\$902.00
09/05/2013	City of White Bear Lake Police	Law Enforcement Sept 2013	27913	\$7,612.33	100-42100-305	\$7,612.33
09/05/2013	Yardworks	Mowing & Trimming Aug 2013	27914	\$1,231.44	100-45010-305	\$1,231.44
09/05/2013	Gopher State One Call	Locates (29) -Aug 2013	27915	\$45.05	601-42805-305	\$22.52
					605-42805-305	\$22.53
09/05/2013	Lund, John	Reimbursement - Warming house windows	27916	\$336.38	210-45200-520	\$336.38
09/05/2013	White Bear Rental & Sales	Warming House - tamping tool	27917	\$67.93	210-45200-240	\$67.93
09/05/2013	White Bear Rental & Sales	Warming House - excavator & trailer rental & diesel	27918	\$394.08	210-45200-240	\$394.08
09/05/2013	Comcast	Cable TV service Fee (4 mos)	27919	\$28.08	100-41940-380	\$28.08
09/05/2013	FP Mailing Solutions	Postage Machine - May & Aug pymts	27920	\$250.68	100-41430-230	\$125.34
					100-41430-230	\$125.34
09/05/2013	VIC'S Excavating & Trucking, Inc	Warm House - Gravel & Sand& Riprap	27921	\$1,655.00	210-45200-520	\$260.00
					210-45200-520	\$1,395.00
09/05/2013	Simmons, Mary Sue	Contractor Wage August 2013	27922	\$630.00	100-41400-305	\$630.00
09/05/2013	Manship Plumbing & Heating Inc	Locates/Meeting Maht PW/Water Samples Aug 2013	27923	\$1,560.00	601-43180-305	\$1,560.00
09/05/2013	Manship Plumbing & Heating Inc	Monthly Fee Aug 2013	27924	\$550.00	601-43180-305	\$550.00
09/05/2013	Tennis Sanitation, LLC	Recycling July &Aug 2013	27925	\$1,656.00	100-43300-305	\$1,656.00
09/05/2013	AVENET, LLC	Website - Host & Service Pkg Annual Renewal	27926	\$350.00	100-41420-230	\$350.00

City of Birchwood Village

Disbursements Register

09/05/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
09/05/2013	HD Supply Waterworks, Ltd	Valve box/Riser & Plug	27927	\$142.24	601-43180-210	\$142.24
09/05/2013	Northland Business Systems	Postage Meter Cartridge	27928	\$118.11	100-41430-230	\$118.11
09/05/2013	TSE, INC	City Hall Cleaning 8/1 & 8/15 - Deep Clean 7/30	27929	\$176.60	100-41940-305	\$138.60
					100-41940-305	\$38.00
09/05/2013	St. Anthony Village	UB Fee Qtr 3, 2013	27930	\$1,770.60	601-43180-305 605-43190-305	\$885.30 \$885.30
09/05/2013	Steve Hillson	Music Inthe park 8/25/2013	27931	\$150.00	100-45100-300	\$150.00
09/05/2013	Ronnan, Kenny	July 9 (4.25) Added service 2.50 hrs Service 2013	27932	\$151.87	100-41950-305	\$151.87
09/05/2013	Ronnan, Kenny	Aug 13 (3.5) Service 2013	27933	\$78.75	100-41950-305	\$78.75
09/05/2013	MN Dept of Labor and Industry	Mn Bldg Permit Surcharge 2nd Qtr 2013	27934	\$68.69	100-42401-430	\$68.69
09/05/2013	On-Site Sanitation Inc	Rental Unit - TS & Tennis Court Aug 2013	27935	\$173.90	100-45200-305	\$86.95
					100-45200-305	\$86.95
09/05/2013	City of White Bear Lake Public Work	Lift Stn Mntnc/Records/ Install humidifer /weed area	27936	\$2,385.82	605-43190-305	\$466.92
					605-43190-305	\$1,436.50
					605-43190-305	\$280.00
					605-43190-305	\$202.40
09/05/2013	City of White Bear Lake Bldg Inspec	Bldg Inspections -July 2013	27937	\$417.00	100-42401-305	\$417.00
09/05/2013	Qwest/CenturyLink	Phone/Fax lines Aug 2013	27938	\$114.20	100-41940-321	\$114.20
09/05/2013	Xcel Energy	Street Lights Aug 2013	27939	\$1,290.03	100-43160-380	\$1,290.03
09/05/2013	TA Schifsky & Sons, INC	Added removal of rubber crack filling & sweeping	27940	\$1,805.00	100-43100-305	\$1,400.00
					100-43123-305	\$405.00
09/05/2013	Toshiba Business Solutions, USA Inc	Qtrly Mntnc Mar - Aug 2013	27941	\$61.82	100-41420-305	\$61.82
09/05/2013	MN Dept of Health Drinking Water	Water Supply Connection Srvc Qtrly Fee 2013	27942	\$562.00	601-43180-430	\$562.00
09/05/2013	Press Publications	PHN - Chickens	27943	\$58.20	100-41130-351	\$58.20
09/05/2013	Press Publications	Ordinance - Structures	27944	\$123.68	100-41130-351	\$123.68
09/05/2013	Press Publications	Ordinance - Chickens summary	27945	\$87.30	100-41130-351	\$87.30
09/05/2013	Press Publications	Resolutions - Chickens	27946	\$94.58	100-41130-351	\$94.58
09/05/2013	Tailored PC Documents	Minutes transcription July 2013 (balance)	27947	\$93.50	100-41400-305	\$93.50
09/05/2013	Tailored PC Documents	Minutes transcription August 2013	27948	\$235.17	100-41400-305	\$235.17

City of Birchwood Village

Disbursements Register

09/05/2013

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
09/05/2013	S&T Office Supplies	Toilet paper - auto-roll style	27949	\$93.28	100-41420-200	\$93.28
09/05/2013	Xcel Energy	Gas/Electric City hall Aug 2013	27950	\$112.47	100-41940-380	\$112.47
09/05/2013	Menards - Maplewood	Warming House - structure	27951	\$9,938.43	210-45200-520	\$9,938.43
09/05/2013	Menards - Maplewood	Warming House - rebar/pins/wahsers	27952	\$43.86	210-45200-520	\$43.86
09/05/2013	Menards - Maplewood	Warming House - lumber/mesh/asphalt joint	27953	\$153.24	210-45200-520	\$153.24
09/05/2013	Menards - Maplewood	Warming House - Grass Seed	27954	\$29.99	210-45200-520	\$29.99
09/05/2013	Menards - Maplewood	Warming House - Electrical components	27955	\$2,071.74	210-45200-520	\$2,071.74
09/05/2013	IRS - US Treasury	FED Taxes August 2013	FED082013	\$459.89	100-41400-110	\$111.69
					100-41400-160	\$33.00
					100-41400-162	\$141.10
					100-41400-164	\$33.00
					100-41400-166	\$141.10
09/05/2013	MN Department of Revenue	State W/H Aug 2013	MN082013	\$87.08	100-41400-115	\$87.08
09/05/2013	PERA	Staff Retirement PE 8/15/2013	PERA083113	\$157.70	100-41400-120	\$84.69
					100-41400-121	\$73.01
09/10/2013	City of White Bear Lake Fire	Fire Srvc Sept 2013	27912	\$1,605.83	100-42200-305	\$1,605.83
09/10/2013	Payroll Period Ending 08/31/2013		27957	\$369.40	100-45200-100	\$369.40
09/10/2013	Payroll Period Ending 08/31/2013		27958	\$46.17	100-45200-100	\$46.17
09/10/2013	Eckberg, Lammers, Briggs, Wolff	Legal Service -Aug 2013	27961	\$643.50	100-41600-300	\$643.50
09/10/2013	City of Birchwood Village	City Hall Utility Billing Qtr 3 - 2013	27962	\$89.19	100-41940-380	\$89.19
09/10/2013	Metropolitan Council Env. Service	Wastewater Service Oct 2013	27963	\$3,658.96	605-43190-217	\$3,658.96
Total For Period				\$48,834.57		
Total Year To Date				\$506,281.14		

As of 09/05/2013
Fiscal Year:2013

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$525,009.93	\$191,253.31	\$296,767.73	\$419,495.51
Tree Canopy Care	\$8,350.00	\$0.00	\$8,821.35	(\$471.35)
Special Rev Projects	\$13,756.91	\$3,900.29	\$19,979.39	(\$2,322.19)
Spec Project-Elm Easement	\$0.00	\$0.00	\$325.00	(\$325.00)
Spec Rev - Warm House	\$0.00	\$7,856.10	\$0.00	\$7,856.10
Sewer 2004 Bonds	\$0.00	\$4,249.54	\$28,521.13	(\$24,271.59)
Birchwood In Re-hab Bond	\$0.00	\$615.34	\$183.00	\$432.34
Sewer Re-hab 2008 Debt	\$0.00	\$10,632.50	\$3,381.61	\$7,250.89
Cap Project - PW	\$44,571.00	\$0.00	\$44,571.00	\$0.00
Capital Projects	\$58,587.99	\$0.00	\$0.00	\$58,587.99
Cap Proj - Catchbasin	\$0.00	\$0.00	\$0.00	\$0.00
Water Enterprise Fund	\$31,968.02	\$32,711.34	\$45,200.41	\$19,478.95
Sewer Enterprise Fund	\$115,000.00	\$49,913.46	\$59,197.99	\$105,715.47
Total	\$797,243.85	\$301,131.88	\$506,948.61	\$591,427.12

As of 12/31/2013

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$336,013.00	\$175,926.87	(\$160,086.13)
Total Acct 310	\$336,013.00	\$175,926.87	(\$160,086.13)
Building Permits	\$8,500.00	\$4,485.18	(\$4,014.82)
Dog Licenses	\$200.00	\$55.00	(\$145.00)
Zoning App Fee	\$0.00	\$618.00	\$618.00
Total Acct 322	\$8,700.00	\$5,158.18	(\$3,541.82)
State Grants and Aids	\$0.00	\$119.00	\$119.00
Local Government Aids	\$238.00	\$0.00	(\$238.00)
Total Acct 334	\$238.00	\$119.00	(\$119.00)
Recycle Grant	\$1,000.00	\$1,678.00	\$678.00
Cable Comm. Grant	\$7,000.00	\$6,288.30	(\$711.70)
Total Acct 336	\$8,000.00	\$7,966.30	(\$33.70)
City Hall and Garage Rent	\$500.00	\$322.00	(\$178.00)
Total Acct 341	\$500.00	\$322.00	(\$178.00)
Fines	\$650.00	\$113.32	(\$536.68)
Total Acct 351	\$650.00	\$113.32	(\$536.68)
Delinquent Utilities - Garb/CEC	\$0.00	\$624.24	\$624.24
Miscellaneous	\$100.00	\$0.00	(\$100.00)
Total Acct 361	\$100.00	\$624.24	\$524.24
Interest Earnings	\$50.00	\$91.40	\$41.40
Contrib. and Donations-Private	\$500.00	\$700.00	\$200.00
Refund-Reimbursement-Dividend	\$0.00	\$232.00	\$232.00
Total Acct 362	\$550.00	\$1,023.40	\$473.40
Total Revenues	\$354,751.00	\$191,253.31	(\$163,497.69)
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Publishing	\$2,100.00	\$1,431.69	\$668.31
Total Acct 411	\$2,100.00	\$1,431.69	\$668.31
City Council	\$4,200.00	\$252.70	\$3,947.30
Total Acct 413	\$4,200.00	\$252.70	\$3,947.30
Clerk - Treasurer	\$58,240.00	\$35,868.43	\$22,371.57
Elections	\$500.00	\$822.50	(\$322.50)
Office Operations/Supplies	\$3,525.00	\$1,708.59	\$1,816.41
Postage/Postal Permits	\$650.00	\$851.91	(\$201.91)
Total Acct 414	\$62,915.00	\$39,251.43	\$23,663.57
Financial Administration	\$400.00	\$35.00	\$365.00

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

09/05/2013

Assessing	\$5,450.00	\$5,493.67	(\$43.67)
Total Acct 415	\$5,850.00	\$5,528.67	\$321.33
Legal Services	\$7,200.00	\$4,398.28	\$2,801.72
Engineer Service	\$10,000.00	\$545.42	\$9,454.58
Total Acct 416	\$17,200.00	\$4,943.70	\$12,256.30
Per Diem	\$1,560.00	\$0.00	\$1,560.00
Total Acct 418	\$1,560.00	\$0.00	\$1,560.00
Grants	\$1,825.00	\$919.00	\$906.00
Planning and Zoning	\$0.00	\$138.00	(\$138.00)
City Training and Development	\$2,335.00	\$265.00	\$2,070.00
City Hall-Gov't Buildings	\$7,000.00	\$5,243.96	\$1,756.04
City Insurance	\$7,380.00	\$7,923.00	(\$543.00)
Cable Eqpmt and Service	\$800.00	\$2,103.75	(\$1,303.75)
Newsletter	\$125.00	\$0.00	\$125.00
Total Acct 419	\$19,465.00	\$16,592.71	\$2,872.29
Police	\$91,348.00	\$68,510.97	\$22,837.03
Total Acct 421	\$91,348.00	\$68,510.97	\$22,837.03
Fire	\$20,593.00	\$14,451.97	\$6,141.03
Total Acct 422	\$20,593.00	\$14,451.97	\$6,141.03
Building Inspection	\$8,400.00	\$5,211.69	\$3,188.31
Total Acct 424	\$8,400.00	\$5,211.69	\$3,188.31
Other Protection	\$100.00	\$68.38	\$31.62
Animal Control	\$897.00	\$897.00	\$0.00
Total Acct 428	\$997.00	\$965.38	\$31.62
Streets and Road Mntnc	\$5,250.00	\$38,398.90	(\$33,148.90)
Crack Seal Project	\$10,000.00	\$8,450.00	\$1,550.00
Seal Coat project	\$25,000.00	\$37,484.80	(\$12,484.80)
Street Sweeping	\$4,000.00	\$2,555.00	\$1,445.00
Ice and Snow Removal	\$16,000.00	\$13,542.65	\$2,457.35
Tree Removal	\$5,000.00	\$394.26	\$4,605.74
Utility - Drain Structure Care	\$1,200.00	\$2,488.09	(\$1,288.09)
Street Signs	\$0.00	\$365.83	(\$365.83)
Street Lights	\$15,600.00	\$9,075.03	\$6,524.97
Total Acct 431	\$82,050.00	\$112,754.56	(\$30,704.56)
Weed Control - Milfoil	\$1,200.00	\$0.00	\$1,200.00
Total Acct 432	\$1,200.00	\$0.00	\$1,200.00
Recycle	\$0.00	\$1,656.00	(\$1,656.00)
Total Acct 433	\$0.00	\$1,656.00	(\$1,656.00)
Sanitation - Recycling	\$12,000.00	\$6,444.60	\$5,555.40
Total Acct 441	\$12,000.00	\$6,444.60	\$5,555.40
Lawn Care/Mntnc	\$6,000.00	\$4,925.76	\$1,074.24
Total Acct 450	\$6,000.00	\$4,925.76	\$1,074.24
Recreation	\$1,900.00	\$1,550.00	\$350.00
Total Acct 451	\$1,900.00	\$1,550.00	\$350.00
Parks	\$14,000.00	\$10,080.56	\$3,919.44
Total Acct 452	\$14,000.00	\$10,080.56	\$3,919.44

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

09/05/2013

CONSERVATION - NATURAL RESOURC	\$2,082.00	\$2,081.97	\$0.03
Total Acct 461	\$2,082.00	\$2,081.97	\$0.03
Unallocated Expenditures	\$8,050.00	\$133.37	\$7,916.63
Total Acct 492	\$8,050.00	\$133.37	\$7,916.63
Total Disbursements	\$361,910.00	\$296,767.73	\$65,142.27
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$525,009.93	
Cash Balance as of 12/31/2013		\$419,495.51	

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

09/05/2013

As of 12/31/2013

Tree Canopy Care

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Tree Removal	\$0.00	\$8,821.35	(\$8,821.35)
Total Acct 431	\$0.00	\$8,821.35	(\$8,821.35)
Total Disbursements	\$0.00	\$8,821.35	(\$8,821.35)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$8,350.00	
Cash Balance as of 12/31/2013		(\$471.35)	

As of 12/31/2013

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	\$0.00	\$3,900.00	\$3,900.00
Total Acct 322	\$0.00	\$3,900.00	\$3,900.00
Interest Earnings	\$0.00	\$0.29	\$0.29
Total Acct 362	\$0.00	\$0.29	\$0.29
Total Revenues	\$0.00	\$3,900.29	\$3,900.29
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Engineer Service	\$0.00	\$225.00	(\$225.00)
Total Acct 416	\$0.00	\$225.00	(\$225.00)
Parks	\$5,900.00	\$19,554.39	(\$13,654.39)
Total Acct 452	\$5,900.00	\$19,554.39	(\$13,654.39)
Unallocated Expenditures	\$0.00	\$200.00	(\$200.00)
Total Acct 492	\$0.00	\$200.00	(\$200.00)
Total Disbursements	\$5,900.00	\$19,979.39	(\$14,079.39)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$13,756.91	
Cash Balance as of 12/31/2013		(\$2,322.19)	

As of 12/31/2013

Spec Project-Elm Easement

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	\$0.00	\$0.00	\$0.00
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Parks	\$4,000.00	\$325.00	\$3,675.00
Total Acct 452	\$4,000.00	\$325.00	\$3,675.00
Total Disbursements	\$4,000.00	\$325.00	\$3,675.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2013		(\$325.00)	

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

09/05/2013

As of 12/31/2013

Spec Rev - Warm House

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Contrib. and Donations-Private	\$0.00	\$7,856.10	\$7,856.10
Total Acct 362	\$0.00	\$7,856.10	\$7,856.10
Total Revenues	\$0.00	\$7,856.10	\$7,856.10
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Total Disbursements	\$0.00	\$0.00	\$0.00
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2013		\$7,856.10	

As of 12/31/2013

Sewer 2004 Bonds

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$4,249.54	\$4,249.54
Total Acct 361	\$0.00	\$4,249.54	\$4,249.54
Total Revenues	\$0.00	\$4,249.54	\$4,249.54
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Bond Payment	\$0.00	\$28,506.13	(\$28,506.13)
Total Acct 471	\$0.00	\$28,506.13	(\$28,506.13)
Total Disbursements	\$0.00	\$28,521.13	(\$28,521.13)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2013		(\$24,271.59)	

As of 12/31/2013

Birchwood In Re-hab Bond

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A&B	\$0.00	\$615.34	\$615.34
Total Acct 361	\$0.00	\$615.34	\$615.34
Total Revenues	\$0.00	\$615.34	\$615.34
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Assessing	\$0.00	\$183.00	(\$183.00)
Total Acct 415	\$0.00	\$183.00	(\$183.00)
Total Disbursements	\$0.00	\$183.00	(\$183.00)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$0.00	
Cash Balance as of 12/31/2013		\$432.34	

As of 12/31/2013

Sewer Re-hab 2008 Debt

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

As of 12/31/2013

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		\$0.00	
Disbursements:			
Streets and Road Mntnc	\$0.00	\$44,571.00	(\$44,571.00)
Street Signs	\$1,500.00	\$0.00	\$1,500.00
Total Acct 431	\$1,500.00	\$44,571.00	(\$43,071.00)
Total Disbursements	\$1,500.00	\$44,571.00	(\$43,071.00)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$44,571.00	
Cash Balance as of 12/31/2013		\$0.00	

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

09/05/2013

As of 12/31/2013

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

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

09/05/2013

As of 12/31/2013

Cap Proj - Catchbasin

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

As of 12/31/2013

Water Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	\$0.00	\$29,519.03	\$29,519.03
Penalty - Late Water/Sewer	\$0.00	\$447.19	\$447.19
State and Misc fees	\$0.00	\$1,213.08	\$1,213.08
Total Acct 341	\$0.00	\$31,179.30	\$31,179.30
DELQ - Water-Sewer fees	\$0.00	\$1,045.71	\$1,045.71
Total Acct 361	\$0.00	\$1,045.71	\$1,045.71
Interest Earnings	\$0.00	\$2.43	\$2.43
Refund-Reimbursemnt-Dividend	\$0.00	\$483.90	\$483.90
Total Acct 362	\$0.00	\$486.33	\$486.33
Total Revenues	\$0.00	\$32,711.34	\$32,711.34
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$350.00	(\$350.00)
Total Acct 414	\$0.00	\$350.00	(\$350.00)
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Utility Locates	\$0.00	\$162.50	(\$162.50)
Total Acct 428	\$0.00	\$162.50	(\$162.50)
Water Utility	\$0.00	\$44,252.91	(\$44,252.91)
Wtr/Swr Emergency	\$0.00	\$420.00	(\$420.00)
Total Acct 431	\$0.00	\$44,672.91	(\$44,672.91)
Total Disbursements	\$0.00	\$45,200.41	(\$45,200.41)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$31,968.02	
Cash Balance as of 12/31/2013		\$19,478.95	

As of 12/31/2013

Sewer Enterprise Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$561.54	\$561.54
Sewer Fee	\$0.00	\$47,695.61	\$47,695.61
Total Acct 341	\$0.00	\$48,257.15	\$48,257.15
DELQ - Water-Sewer fees	\$0.00	\$1,646.12	\$1,646.12
Total Acct 361	\$0.00	\$1,646.12	\$1,646.12
Interest Earnings	\$0.00	\$10.19	\$10.19
Total Acct 362	\$0.00	\$10.19	\$10.19
Total Revenues	\$0.00	\$49,913.46	\$49,913.46
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Postage/Postal Permits	\$0.00	\$300.00	(\$300.00)
Total Acct 414	\$0.00	\$300.00	(\$300.00)
Assessing	\$0.00	\$15.00	(\$15.00)
Total Acct 415	\$0.00	\$15.00	(\$15.00)
Engineer Service	\$0.00	\$225.00	(\$225.00)
Total Acct 416	\$0.00	\$225.00	(\$225.00)
Utility Locates	\$0.00	\$162.55	(\$162.55)
Total Acct 428	\$0.00	\$162.55	(\$162.55)
Utility - Drain Structure Care	\$0.00	\$90.00	(\$90.00)
Wtr/Swr Emergency	\$0.00	\$2,274.41	(\$2,274.41)
Sewer Utility	\$0.00	\$56,131.03	(\$56,131.03)
Total Acct 431	\$0.00	\$58,495.44	(\$58,495.44)
Total Disbursements	\$0.00	\$59,197.99	(\$59,197.99)
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$115,000.00	
Cash Balance as of 12/31/2013		\$105,715.47	

Fund Name: All Funds
Date Range: 08/14/2013 to 09/10/2013

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/16/2013	REsdients - via SAV	Utlity Billing - SAV 8/19	1074	\$700.63	601-34110 601-34160 601-34170 605-34160 605-34190	\$287.92 \$13.27 \$9.77 \$24.98 \$364.69
08/26/2013	Miller, Yoshiko	Dog License #68	1058	\$10.00	100-32240	\$10.00
08/26/2013	Lund, John (endorsed city ck)	Boat Slip permit Fee	1059	\$200.00	210-32260	\$200.00
08/26/2013	Witthaus, Peggy (Craig)	Warming House Donation 2013	1060	\$100.00	225-36230	\$100.00
08/26/2013	Hankins, Donald (Cora)	Watrming House donation 2013	1061	\$50.00	225-36230	\$50.00
08/26/2013	Huntley, Stephen (Kathy)	Warming House donation (cash 56.10/supplies\$43.90)	1062	\$56.10	225-36230	\$56.10
08/26/2013	Title Smart #30.030.21.21.0033	Special Assessment Pay-off	1063	\$116.14	301-36110	\$116.14
08/26/2013	Elder Jones BP Srvc Inc	Bldg Permit #WB057760	1064	\$142.42	100-32210	\$142.42
08/26/2013	Werra, Danny	Zoning App Fee	1065	\$206.00	100-32280	\$206.00
08/26/2013	Champion Plumbing	Bldg Permit #WB057873	1066	\$35.00	100-32210	\$35.00
08/26/2013	Dyhaug, Tim	Bldg Permit #WB057816	1067	\$384.07	100-32210	\$384.07
08/26/2013	WS&D Permit Service INC	Bldg Permit #057805	1068	\$171.59	100-32210	\$171.59
08/28/2013	Schwab Charitable Fund - McNeely	Warming House donation	1069	\$500.00	225-36230	\$500.00
08/28/2013	Pratt, Leonard & Ellen	Warming House donation	1070	\$250.00	225-36230	\$250.00
08/28/2013	Davidson, Robert & Coyleen	Warming House donation	1071	\$500.00	225-36230	\$500.00
08/28/2013	Hoffman Corner Htg & AC	Bldg Permit #0WB058904	1072	\$92.73	100-32210	\$92.73
08/28/2013	Paul the Plumber, Inc	Bldg Permit #WB057901	1073	\$35.00	100-32210	\$35.00

Total For Period

\$3,549.68

Total Year To Date

\$301,131.88

Fund Name: All Funds
Date Range: 08/14/2013 to 09/10/2013

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
08/16/2013	REsdients - via SAV	Utlity Billing - SAV 8/19	1074	\$700.63	601-34110 601-34160 601-34170 605-34160 605-34190	\$287.92 \$13.27 \$9.77 \$24.98 \$364.69
08/26/2013	Miller, Yoshiko	Dog License #68	1058	\$10.00	100-32240	\$10.00
08/26/2013	Lund, John (endorsed city ck)	Boat Slip permit Fee	1059	\$200.00	210-32260	\$200.00
08/26/2013	Witthaus, Peggy (Craig)	Warming House Donation 2013	1060	\$100.00	225-36230	\$100.00
08/26/2013	Hankins, Donald (Cora)	Watrming House donation 2013	1061	\$50.00	225-36230	\$50.00
08/26/2013	Huntley, Stephen (Kathy)	Warming House donation (cash 56.10/supplies\$43.90)	1062	\$56.10	225-36230	\$56.10
08/26/2013	Title Smart #30.030.21.21.0033	Special Assessment Pay-off	1063	\$116.14	301-36110	\$116.14
08/26/2013	Elder Jones BP Srv Inc	Bldg Permit #WB057760	1064	\$142.42	100-32210	\$142.42
08/26/2013	Werra, Danny	Zoning App Fee	1065	\$206.00	100-32280	\$206.00
08/26/2013	Champion Plumbing	Bldg Permit #WB057873	1066	\$35.00	100-32210	\$35.00
08/26/2013	Dyhaug, Tim	Bldg Permit #WB057816	1067	\$384.07	100-32210	\$384.07
08/26/2013	WS&D Permit Service INC	Bldg Permit #057805	1068	\$171.59	100-32210	\$171.59
08/28/2013	Schwab Charitable Fund - McNeely	Warming House donation	1069	\$500.00	225-36230	\$500.00
08/28/2013	Pratt, Leonard & Ellen	Warming House donation	1070	\$250.00	225-36230	\$250.00
08/28/2013	Davidson, Robert & Coyleen	Warming House donation	1071	\$500.00	225-36230	\$500.00
08/28/2013	Hoffman Corner Htg & AC	Bldg Permit #0WB058904	1072	\$92.73	100-32210	\$92.73
08/28/2013	Paul the Plumber, Inc	Bldg Permit #WB057901	1073	\$35.00	100-32210	\$35.00

Total For Period

\$3,549.68

Total Year To Date

\$301,131.88

F

City of Birchwood Village
Ordinance No. 2013-_____

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

AN ORDINANCE AMENDING THE CITY CODE TO ADD CHICKEN LICENSE FEE

WHEREAS, the City of Birchwood Village has adopted a city code establishing various requirements regulating the keeping of chickens as pets within the city limits, including that a license is required to keep chickens; and

WHEREAS, the City of Birchwood Village desires to establish the fees for a license to keep chickens;

NOW THEREFORE, THE COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE ORDAINS AS FOLLOWS:

1. That the City Code Section 701.050, regarding the fees for various licenses is hereby amended to add the following:

Chicken License: \$10.00 for two years, w/ \$3.00 late fee if paid after Feb. 15th.

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 _____ of _____, 2013
(Day) (Month) (Year)

Attest: _____ Mayor
 Mary Wingfield

Attest: _____, City Clerk
 Barbara J Suci

RESIDENTIAL – KEEPING OF CHICKENS LICENSE APPLICATION

Return to:
City of Birchwood Village
207 Birchwood Avenue
White Bear Lake, MN 55110
(651) 426-3403

Site Identification:

Address: _____

Applicant:

Name: _____

Address: _____

City State Zip Code _____

Telephone Number: _____ (daytime) _____ (home)

Fax Number: _____ E-Mail: _____

Property Owner (if different from applicant):

Name: _____

Address: _____

City State Zip Code _____

Consent: (provide a site map to show location of your property and your neighbors within 100 feet of your property that are on the same side of the street)

Neighboring Property Owner #1: _____

Address: _____ Date: _____

Signature: _____

Neighboring Property Owner #2: _____

Address: _____ Date: _____

Signature: _____

Neighboring Property Owner #3: _____

Address: _____ Date: _____

Signature: _____

Neighboring Property Owner #4: _____

Address: _____ Date: _____

Signature: _____

(provide additional signatures as required)

Date Received by City: _____ By Whom: _____



XFINITY Connect

birchwoodvillage@comcast.net

± Font Size -

Fwd: Fire Hydrant at 9 Oakridge

From : Randy LaFoy <rlafoy@gmail.com>
Subject : Fwd: Fire Hydrant at 9 Oakridge
To : Birchwood <birchwoodvillage@comcast.net>

Mon, Aug 26, 2013 06:30 PM

2 attachments

Could you please forward this to the council and John Manship?

Thank you.

Randy LaFoy

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

From: Herb/Kathy Weber

Date: Saturday, August 24, 2013

Subject: Fwd: Fire Hydrant at 9 Oakridge

To: lafoybwd@gmail.com

Hi Randy,

I hope this is still your email address and am requesting you forward this concern to the rest of the Council since I do not have their addresses. It has come to our attention that the hydrant at the end of our drive may need some major repair - a 7-8 foot excavation possibly needed. (The location is on Oakridge and Five Oaks Lane.) Manship informed Council the homeowners driveway would not be impacted. I have attached a picture taken this morning and am requesting Council take a look personally before any work is started. It is pretty evident our driveway will be compromised and also a beautiful pine tree within the woodchips in the picture. Perhaps this hydrant could be capped somehow, removed and re-installed in another spot. It has been in a bad spot all these years for visitors coming and going to our house. Fortunately, I believe it has only been hit once and broken off. We are out of town when Council meets in September or would personally bring this issue before the Council. This may need Council's attention before that meeting so the work is not done without the realization of the cost to the city for repair damage. Before any work is done, we should be made aware when and how it will be done. Randy, please let me know you have received this email and that you will make Council aware of this concern.

Kathy and Herb Weber



RESOLUTION NO. 2013-18

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

**RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION FOR
THE CITY'S GENERAL FUND AT \$326,299.**

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

WHEREAS, the City Council is required to adopt its 2014 Preliminary Levy Certification on or before September 15, 2013; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MINNESOTA, that as follows:

1. The 2014 General Fund Budget has been established and the Preliminary Levy certification to be at \$ 326,299 *and*
2. To conduct the Truth in Taxation Public Hearing on the proposed 2014 budget at the city's regular City Council meeting Tuesday, December 10, 2013 at 7:00 pm.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a roll call being taken thereon, the following voted via voice:

William Hullsiek	_____
Randy LaFoy	_____
Greg Donovan	_____
Kevin Woolstencroft	_____
Mary Wingfield	_____

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Birchwood Village, Washington County, Minnesota, on this 10th day of September, 2013.

Mary Wingfield, Mayor

Barbara J. Suci, City Clerk

I 4

Birchwood needs an ordinance which addresses nuisance houses; one that holds landlords and property managers accountable for their tenant's behavior.

I have personally experienced 21 different groups living in the two rental houses adjacent to ours at 157 Birchwood Ave. I'll share with you a couple of examples of behavior that has negatively affected our quality of life. One couple and their extended family lived at 149 Birchwood Ave. They had a prison ministry and operated the basement apartment as a halfway house for recently released meth addicts. At one time during their occupancy there were 9 people living next door.

The present tenants have been the most disruptive in the revolving door history of this rental house. For many months beginning in the spring of 2012, we and other neighbors were frequently awakened between 1:30 and 3:00 AM with loud conversations after they returned from night shift jobs. Friendly visits from multiple neighbors, asking them to cease the middle of the night noise were ignored. Rob Flick of the White Bear Police directed us to call 911 and establish a record of the complaints. The current police report includes 13 calls to that address in the past year.

The owner and property manager recognize that there are no consequences for troublesome renters. I urge the council to enact an ordinance to address the problem of nuisance houses.

Thank you, Carole Ranen

White Bear Lake Police Department Address/Intersection Report

Address Search: 149 BIRCHWOOD AV
(Sector , Grid)

Total Records: 14

Complaint #	Occur Date & Time	House No	Incident Type	Dispo	Apt#
13011517	06/09/2013 02:46:00	149	DISTURBANCE-VIOLATION OF NOISE ORDINANCE	R	
13007483	04/20/2013 05:04:37	149	DISTURBANCE-SUSPICIOUS PERSON, CAR, ACTIVITY	B3	
12021382	10/08/2012 16:28:00	149	DISTURBANCE-DISORDERLY BOYS,GIRLS,PERSONS	RR	
12019267	09/09/2012 04:14:40	149	DISTURBANCE-VIOLATION OF NOISE ORDINANCE	B2	
12018752	09/02/2012 03:03:00	149	DISTURBANCE-VIOLATION OF NOISE ORDINANCE	RR	
12017420	08/16/2012 22:59:00	149	INVESTIGATE-AND ALL OTHER	RR	
12016931	08/10/2012 02:41:58	149	EXTRA PATROL	XP	
12016920	08/10/2012 00:10:00	149	ASS-ASSIST,CITIZEN	RR	
12015223	07/19/2012 00:13:00	149	FAMILY/CHILDREN-VIOLATION CURFEW	RR	
12010285	05/20/2012 18:38:00	149	INCORRIGIBLE	RR	
12009712	05/12/2012 21:17:00	149	ASS-ASSIST CITIZEN CALLS, ALL	RR	
12005743	03/23/2012 12:44:59	149	DISTURBANCE-DISORDERLY BOYS,GIRLS,PERSONS	B9	
07007720	07/17/2007 11:13:08	149	ASS-ASSIST CITIZEN CALLS, ALL	B1	
07006564	06/22/2007 03:26:00	149	DISTURBANCE-DISTURBANCE CALLS	RR	

White Bear Lake Police Department CN Detail Report

CN Detail for 13-013296

Incident:	35	DISTURBANCE-DISORDERLY BOYS,GIRLS,PERSONS		
Location:	149 BIRCHWOOD AV			
Locale:			Sector/Grid: W4 4C1	
Call Date:	07/03/2013 21:10:06		Disposition: Assist Rendered	
Occur Date:	07/03/2013		Priority: 3	Time Received: 21:10:06
OccurTime:	21:10:06		Source: Phone	Time Sent: 21:18:01
Caller information			Fire/Amb: N	Time Arrived: 21:19:40
Name:	RANEN,CAROLE		EDP:	Time Cleared: 21:32:56
Address:			Alarm:	ECC Console: 37
Phone:	651-426-3154			

I 3

City of Jackson, Minnesota

ORDINANCE NO. 19, Sixth Series

AN ORDINANCE ESTABLISHING MINIMUM MAINTENANCE STANDARDS FOR RENTAL HOUSING UNITS

THE CITY OF JACKSON ORDAINS as follows:

Section 1. The City's Code of Ordinances is hereby amended by adding thereto a Chapter 97 to read as follows:

CHAPTER 97: RENTAL HOUSING MINIMUM MAINTENANCE

Section

- 97.01 Purpose**
- 97.02 Definitions**
- 97.03 Conflict of Ordinances**
- 97.04 Partial Invalidity**
- 97.05 Maintenance of Records**
- 97.06 Health and Safety**
- 97.07 Exterior Structure**
- 97.08 Interior Structure**
- 97.09 Occupancy Limitations**
- 97.10 Registration & Licensing of Rental Units**
- 97.11 Residential Rental Inspections**
- 97.12 Complaints**
- 97.13 Fees**
- 97.14 Posting of Rental License**
- 97.15 Appeals**
- 97.16 Violations**

§ 97.01 PURPOSE

The City of Jackson recognizes the need for a simple and cost effective program for identifying and correcting deficient rental housing units within this City. The purpose of this ordinance is to protect the public health, safety and general welfare by:

- Promoting safety from fires and accidents;
- Providing a means for the fair administration and enforcement of this code for all residential rental units;
- Regulating all residential rental units;
- Providing minimum standards for the maintenance of rental housing units;
- Providing minimum standards for basic equipment and facilities;
- Preventing overcrowding by providing minimum space standards per occupant for each rental dwelling unit; and
- Reducing environmental hazards to health.

§ 97.02 DEFINITIONS

ACCESSORY STRUCTURE: any building or structure not attached to the main building on the premises, including but not limited to fences, garages and sheds.

ADJOINING ROOM: a room connected to a habitable room by a walk-through opening with no functional door between the two.

AGENT: a person designated by the owner to represent the owner.

CITY: City of Jackson, Minnesota.

DWELLING UNIT: any room or group of rooms intended to be used for living, sleeping, cooking, eating, toilet and bathing facilities.

EGRESS: a safe means of escape.

GFI OUTLET: a ground fault interrupter outlet that protects the user from electrical hazard.

HABITABLE ROOM: a room intended for living, cooking, eating or sleeping purposes, excluding bathrooms, closets, laundries, serving and storage pantries, corridors, cellars and spaces that are not used frequently or for extended periods.

HEATING DEVICES: furnaces, baseboard or unit heaters or boilers.

MULTI-FAMILY DWELLING: any building containing two or more dwelling units.

OWNER: any partnership, corporation, agency, or person who, alone or jointly with others, has legal title to any rental unit, including the owner's designated agent.

QUALIFYING RELATIVE: a son, daughter, parent, grandchild, grandparent, brother, sister, aunt, uncle, niece, or nephew; and the relationship may exist through marriage.

RENTAL LICENSE: a document required to operate a rental unit within the City.

RENTAL UNIT: any dwelling unit that is leased or sub-let by the owner to another party.

SINGLE-FAMILY DWELLING: building containing one dwelling unit, specifically for one family.

§ 97.03 CONFLICT OF ORDINANCES

In any case where a provision of this section is found to be in conflict with that of any zoning, building, fire safety, or health ordinance or code of the City on the effective date of this section or with any state or federal statute, rule or regulation, the provision which establishes the higher standard for the promotion and protection of the public health and safety shall prevail.

§ 97.04 PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause or phrase of this ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which remain in full force and effect. The provisions of this section are severable.

§ 97.05 MAINTENANCE OF RECORDS

All records, files and documents pertaining to rental unit registration, inspections and complaints shall be retained and maintained by the City for ten years; and will be available to the public as allowed, permitted or required by state law or city ordinance.

§ 97.06 HEALTH AND SAFETY

(A) **Electrical equipment** shall be fully functional and in safe operating condition. Temporary wiring, drop cords or extension cords shall not be used in lieu of permanent wiring. Outlets within 14 inches of any water faucet shall be of the GFI style. The owner shall provide adequate electric service accessible by the tenant.

(B) **Exits:** Each unit shall have two exits. These exits shall be any combination of doors leading directly to the outside or public corridors and windows for egress. Every room shall have access through interior halls, stairs or doors to at least one of these exits. In addition, every bedroom shall have at least one additional means of escape. Any of the following will satisfy this requirement: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or a window for egress.

(C) **Fire Extinguishers of Type ABC:** The owner [1] shall equip each single-family dwelling with at least one fire extinguisher, [2] shall equip each multi-family dwelling *either* with a 10 lb extinguisher in each unit *or* one 20 lb extinguisher in a common area on each floor, and [3] shall be responsible for the annual inspection and tagging of each such fire extinguisher by a certified professional.

(D) **Garbage:** The owner of each multi-family unit shall provide garbage collection containers or dumpsters adequate to accommodate all garbage and recyclables generated by each rental unit. Tenants, whether in single-family or multi-family units, shall not allow garbage, rubbish, debris, or recyclables to accumulate inside or outside of their units and shall keep their units reasonably clean and sanitary.

(E) **Heating units** shall be fully functional and be capable of maintaining all habitable rooms at 68 degrees Fahrenheit. Portable electric units and stoves shall not be used as a permanent source of heat and non-vented fuel-burning heaters are strictly prohibited.

(F) **Mold, rodents and insect infestations** shall be promptly eliminated by the owner and the rental unit shall then be kept mold and infestation free by the tenant.

(G) **Plumbing systems** shall be properly maintained by the owner free of leaks and fully functional; and shall provide hot and cold water to all sinks, tubs and showers and cold water to all the toilets.

(H) **Water heaters** shall be fully functional, properly vented if using gas and shall be equipped with a fully functional relief valve with a discharge line to within 14 inches of the floor.

(I) **Sanitary sewer systems** shall be properly maintained, fully functional and properly connected to every toilet, sink, tub and shower.

(J) **Smoke detectors** shall be fully functional and installed in every access point leading to bedrooms, public hallways and stairwells. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

(K) **Carbon monoxide detectors** shall be provided by owner on and after August 1, 2008; shall be installed within 10 feet of the entrance to all bedrooms; and shall be maintained in fully functional condition. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

§ 97.07 EXTERIOR STRUCTURE

(A) **Accessory Structures** shall be maintained according to § 97.07, subsections C, E, F, J, K, M and N.

(B) **Chimneys** shall be structurally sound and in good working order.

(C) **Doors, storm doors, sliding glass doors and garage doors** shall be structurally sound, reasonably water and air tight, free of broken panes of glass and equipped with a locking system and latch in good working condition that is capable of keeping the door closed at all times.

(D) **Exterior Lighting:** Owner shall provide effective lighting near all exterior doors and in all exterior parking lots unless City or commercial lighting effectively makes it unnecessary.

(E) **Exterior stairs, sidewalks, retaining walls, porches, decks, railings and hand guardrails** shall be structurally sound and free of broken, rotting or missing sections. Four or more consecutive stair risers must have a well-anchored hand railing.

(F) **Foundation and basement** shall be reasonably watertight and shall adequately support the building at all points.

(G) **Lawn Care:** Owner shall be responsible for lawn care and for the removal of ice and snow.

(H) **Location of Numbers:** The owner shall provide address numbers that are readily apparent from the street in accordance with City Code. The unit numbers of each multi-family dwelling unit shall be displayed on the unit's main entrance door or within six inches of the units door frame.

(I) **Mailboxes/Mail Slots:** The owner shall provide mail boxes or slots in accordance with postal regulations.

(J) **Roof:** The owner shall maintain the roof in good, structurally sound and water tight condition.

(K) **Gutters** if any, must be properly installed and maintained to be functional.

(L) **Utility Meters (Multi-Family Dwelling Units):** The owner shall provide a separate meter for each utility service for which the tenant is responsible.

(M) **Walls** shall be kept by the owner [1] structurally sound, water tight, free of holes, breaks, loose or rotting boards and [2] properly surfaced with siding, brick or paint, with chipping and flaking paint not to exceed 20% of the total surface area.

(N) **Windows** [1] shall be kept structurally sound, water tight, have unbroken glass and be fully functional to their design if required for ventilation or egress; [2] required for ventilation, including those in the basement, shall be supplied with a functional screen; [3] required for egress shall not be barred; and [4] that are covered over shall be covered with material that matches the exterior of the unit and shall be weatherproof and watertight.

§ 97.08 INTERIOR STRUCTURE

(A) **Bathrooms:** One bathroom per unit shall be self contained with a door for privacy (including a latch that can be opened from both sides of the door) and with a fully functional, flush-type toilet, lavatory sink, bathtub or shower, light fixture and electrical outlet. Only GFI electrical outlets are permitted within 14 inches of any water faucet.

(B) **Bedrooms:** Each bedroom shall be kept in a safe condition and with *either* at least two working electrical outlets *or* one ceiling light fixture and one electrical outlet and shall have two exits, one of which may be an interior hall, stair or door. The second exit must be one of the following: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a window for egress or door leading directly to the outside or to a public corridor.

(C) **Halls and Stairwells:** The owner shall provide adequate lighting in all halls and stairwells and a well-anchored hand railing for four or more consecutive stair risers.

(D) **Kitchen Facilities:** The owner shall provide a functioning exhaust fan or an open able window or door; a fully functioning light fixture and electrical outlets (only GFI electrical-type outlets are permitted within 14 inches of any water faucet); a fully functional, approved sink, cupboards or shelves, a counter and outlets or proper connections for a cooking stove and refrigerator. Stoves and refrigerators provided by owners shall be fully functional and properly maintained by the owner.

(E) **Other habitable rooms** shall *either* [1] have a minimum of two working electrical outlets or one ceiling light fixture and one electrical outlet in each room; and [2] have any one of the following: an operable window, skylight, or door or working exhaust fan; *or* be an "adjoining room", as defined in § 97.02, that has an operable window, skylight, or door or working exhaust fan

(F) **Walls, ceilings and floors** shall be kept [1] by the owner in good, sound condition, with no rotted or missing sections, and [2] by the tenant in a safe, sanitary condition. The owner shall timely clear and repaint chipping and flaking paint, and the tenant shall keep carpets reasonably clean and sanitary.

§ 97.09 OCCUPANCY LIMITATIONS

Occupancy limitations shall be as set forth in the Housing Code.

§ 97.10 REGISTRATION & LICENSING OF RENTAL UNITS

(A) **Registration and License required.** It is unlawful for an owner to lease, let or allow to be occupied as a residence any rental housing unit controlled by that owner in the City without first [1] completing and submitting to the City a registration form therefor, [2] the unit passing the inspection process, and [3] receiving a Rental License for the unit from the City.

(1) Each owner filing a registration form thereby consents to be bound by all of the provisions of this chapter and all other ordinances of the City.

(2) Each tenant occupying a licensed unit within the City thereby consents to be bound by all of the provisions of this chapter and all other ordinances of the City.

(3) The City shall assign a number to each owner and rental unit (i.e. if Jackson HRA is registered as owner 32, then the HRA rental units will be registered as 32.01, 32.02, 32.03, etc).

(4) The registration form shall be furnished by the City and shall set forth the following:

- [a] Owner contact information;
- [b] Local contact information;
- [c] The mailing address of each rental unit to be registered;
- [d] The type of each unit to be registered, i.e. single-family, duplex, apartment, sleeping room, etc.;
- [e] The maximum number of occupants for each unit;
- [f] Proof of liability insurance; and
- [g] Such other information as the City may reasonably require.

(B) **Tenant Information:** The owner shall [1] keep a listing of all adult tenants, [2] make such listing available to the City on reasonable requests, and [3] provide to each tenant an Information Packet containing the booklet "Landlords and Tenants: Rights and Responsibilities" distributed by the Attorney General's office, a copy of this ordinance, a copy of the inspection guidelines used pursuant to this ordinance, and a "self-inspection" form.

(C) **Existing Rental Units:**

(1) Within 45 days of the effective date of this chapter, the owner shall register with the City each residential rental unit that he or she owns or administers.

(2) No rental license shall be issued for such unit until such time as it has completed the inspection process and is in compliance with all applicable ordinances, regulations, and statutes or has a plan for compliance approved by the City.

(3) It is unlawful for the owner to allow or permit a unit to be occupied after 60 days from the date of a failed inspection until such time as the unit is brought into compliance, the unit is re-inspected, and a rental license is issued for the unit.

(D) **New Rental Units:** No unit to be first occupied after the effective date of this chapter may be made available for such occupancy until [1] the unit is registered with the City, [2] the inspection process has been completed, [3] the unit is compliant and [4] a rental license is issued for the unit. The City shall respond within five (5) business days from the date of registration with the City.

(E) **Transfer of Ownership:** In the event of the transfer of ownership of a unit by sale or otherwise,

(1) The transferor(s), prior to the transfer, shall provide to the City [a] the name, address and telephone number of each transferee and [b] the anticipated effective date of the transfer;

(2) The transferee shall register the unit with the City under the transferee's name and pay all applicable fees within 30 days after the date of transfer; and

(3) If the rental license for the unit is valid and current and if the transferee so registers the unit and pays the fees, the rental license shall be transferred to the transferee.

(F) **License Expiration:** The Rental License shall expire either [1] 24 months after the date of inspection of the unit or [2] if biennial inspection is waived pursuant to §97.11(E), 48 months after the date of inspection of the unit.

§ 97.11 RESIDENTIAL RENTAL INSPECTION PROCESS: A residential rental unit can obtain a rental license by completing one of following processes: [1] self-inspection, [2] City inspection or through [3] exempt status. At the time the next inspection cycle is due, the owner may elect to use a different process to continue meeting the requirements of this ordinance.

(A) **Utilities:** Utilities services (gas, water, electricity, etc.) must be connected and "on" at the time of the inspection.

(B) **Self-inspection:** [1] On forms provided by the City, the owner and tenant shall each separately perform an inspection of the unit and shall each complete and submit to the City those inspection forms within 30 days after initial registration of the unit. [2] Conditions causing discrepancies between the completed owner's and tenant's self-inspection forms shall be treated as deficiencies and must be corrected as described in § 97.11 (F) before a license is granted.

(C) **City Inspection:** [1] In lieu of self-inspection the owner may elect to have the unit inspected by the City's inspector, for a fee. [2] On the inspection form, the inspector will verify that the tenant information packet was handed out. [3] Any deficiencies found shall be corrected as described in § 97.11 (F) before a license is granted.

(D) **Frequency of Inspections:** Inspections shall be completed [1] within 30 days after initial registration, if by self-inspection; [2] as soon as is possible, if by the City inspector; [3] within 30 days after the filing of a complaint; and [4] within 30 days of expiration of the license. Failure to comply could result in a suspension of the license.

(E) **Exemption from Inspection:** A rental license shall be issued for each rental unit determined by the City to be exempt.

(1) The exemption and the date that the exemption expires shall be noted on the license.

(2) The City may declare as exempt from inspection:

(a) Any unit that is inspected by another qualified third-party inspector at least biennially on equal or greater standards than this ordinance, upon filing of proof of such inspections and a copy of the inspection standards used; *provided*, that any exempt unit with founded complaints shall lose its exempt status for the next inspection cycle and shall be subject to another inspection process.

(b) Any unit that passed the immediately preceding biennial inspection and against which no substantiated complaints have been registered during the two-year term of

the rental license; *provided*, [1] that any exempt unit with founded complaints shall lose its exempt status for the next inspection cycle, shall be subject to an inspection process, and [2] that exemption from inspection pursuant to this subsection will be for a term no greater than four years, after which time the unit will be subject to an inspection process.

(c) Any unit occupied by a qualifying relative of the owner.

(3) The City shall contact the owner or managing agent of each exempt unit biennially to confirm continuing exempt status. If appropriate evidence warranting exempt status is not filed with the City within 30 days, the unit shall lose its exempt status for the next inspection cycle and shall be subject to another inspection process.

(4) For purposes of this section, the City, in its sole discretion, shall determine whether [1] a person is a qualified third-party inspector and [2] an inspection is a qualified inspection.

(F) **Deficiencies:** Depending on the nature of the alleged deficiency, the City may intervene with a City inspection or may refer the matter to another authority (i.e. Fire Marshal, State Electrical Inspector, State Plumbing Inspector, Building Official, or Community Health Services) for further action.

(1) The City shall give written notice [a] of each deficiency, [b] of what must be done to bring the unit into compliance, [c] of the alleged violator's right to dispute the deficiencies, [d] of the violator's right to provide proof that the deficiencies have been or are being corrected, [e] of the due date for a follow-up self-inspection, which should be not less than 30 days nor more than 45 days from the date of the notice, [f] of the violator's right to request an extension, and [g] of an owner's right to apply for a Conditional License, as defined in § 97.11 (H), to correct the deficiencies.

(2) After three failed inspections, [a] the City may revoke the license, [b] the unit shall not be re-registered for at least 90 days from the date of the last failed inspection, and [c] the owner can again register the rental unit after said 90-day period and upon payment of all applicable fees and penalties.

(G) **Extensions:** The violator may request a postponement of an inspection if [1] the deficient condition is not adversely affecting the health, safety or general welfare of the occupant(s) of the unit or of any neighboring unit, [2] the required remedial action cannot be completed until weather permits or will take longer than 30 days to complete and [3] the violator [a] requests an extension in writing that recites the reasons for the request, the justifications for the extension, the anticipated completion date (not to exceed 6 months) and [b] submits proof that appropriate arrangements have been made for completion of the corrective action by the anticipated completion date.

(H) **Conditional Rental License:** The owner of any rental unit in existence on the effective date of this ordinance that is inspected, is determined to be sub-standard, and is found to require substantial upgrades may submit a 1, 2 or 3 year Corrective Plan to include a detailed schedule of when deficiencies will be corrected ("Plan"). The Plan must be submitted to the City for approval within 30 days of the failed inspection; and the City, in its sole discretion, shall determine if the Plan is acceptable. Deficiencies that can be corrected immediately are not includable in the Plan.

(1) A Conditional Rental License may be issued to the Owner when the Plan is approved and shall be posted in the same location as the standard license.

(2) The unit shall be re-inspected on an annual basis by the City to confirm adherence to the Plan. Any deficiencies found during the re-inspection and not covered by the Plan may not be added to the Plan but must be corrected in accordance with this ordinance.

(3) After the completion of all work items in the Plan, the unit shall be re-inspected biennially.

(4) Conditional Rental Licenses will not be extended and are only eligible to existing rental units that are registered in accordance with this ordinance. All Conditional Rental licenses shall expire on or before January 31, 2010.

§ 97.12 COMPLAINTS

(A) **Forms:** The City shall provide forms upon which complaints may be made regarding the condition or license and registration status of any rental unit.

(B) **Unit Condition Complaints:** Shall be governed by § 97.11(F) Upon receipt of a complaint and verification that the complainant has notified, in writing, the alleged violator of the defective condition and that the alleged violator failed to correct the defect the City, depending on the nature of the complaint shall either [1] promptly provide to the alleged violator a copy of the complaint and all supporting documents presented by the complainant and shall give the alleged violator 48 hours to correct the alleged deficiency as described in 97.11 (F)(1) or [2] shall provide not less than a 72-hours written notice of its intention to conduct an inspection as described under § 97.11 (F)(2). The violator shall be assessed appropriate inspection fees if the complaint is found to be substantiated by this inspection.

(C) **License & Registration Complaints:** Upon receipt of a complaint and verification that a residential rental unit is not licensed or registered, the City shall inform the owner in writing that the owner has no more than 90 days to either [1] comply with the terms of this ordinance by registering the unit by completing the inspection process and by paying all applicable fees and penalties or [2] cease rental operations.

§ 97.13 FEES & PENALTIES

(A) **All fees and penalties** assessed pursuant to this chapter are non-refundable and may be modified or amended from time to time by resolution or ordinance of the City Council.

(B) **Registration fees** for each rental unit are due and payable with submission to the City of the registration form.

(C) **Inspection fees** for each City inspection of a rental unit are due and payable immediately on receipt of the City's statement.

(D) **The City may cancel** an inspection or re-inspection – and additional penalties could apply – if payment of applicable fees is not received before the scheduled inspection or re-inspection begins.

(E) **Additional penalties** may include but are not necessarily limited to suspension or revocation of the license, immediate closure of the unit, eviction proceedings against violator tenants, and arrest for criminal activity.

(F) All fees and penalties payable by the owner and not paid within 30 days of the due date shall be considered delinquent and may be certified to the County Auditor-Treasurer for collection with real estate taxes.

§ 97.14 POSTING RENTAL LICENSE

The owner shall arrange for a copy the Rental License to be posted continuously on an inside sidewall of the kitchen sink cabinet.

§ 97.15 APPEALS

(A) Any person aggrieved by any action taken pursuant to this chapter by an employee or agent of the City may appeal to the City Council.

(B) The appeal must be in writing, must be addressed to the City Council, must describe with particularity the action from which the appeal is taken and must be filed with the City Administrator within twenty (20) days from the date of the action appealed.

(C) The City Council, on notice to the appellant and opportunity to be heard, shall hear, consider and act upon the appeal within 30 days of the date of filing of the written notice of appeal and shall issue its written order of decision within ten (10) days thereafter.

§ 97.16 VIOLATIONS

Any person who violates any provisions of this chapter is guilty of a petty misdemeanor.

Section 2: City Code Chapter 10, entitled "General Provisions", is hereby adopted in its entirety, as though set forth verbatim herein.

Section 3: This ordinance shall be effective fourteen (14) days following its posting or publication.

CITY OF JACKSON, MINNESOTA

By: _____
James M. Jasper, Mayor

Attest:

Dean Albrecht, City Administrator

Introduced: _____
Adopted: _____
Posted: _____
Published: _____ (Summary or _____ Full Text)
Effective: _____



City of Jackson
 80 West Ashley Street
 Jackson, MN 56143
 Phone (507) 847-4410
 Fax (507) 847-5586

Residential Rental Unit Registration Form

Date: _____

Owner Information

Please add me to the City's Rental Marketing List

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Email: _____

Local Agent Information (if any)

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Email: _____

Correspondence concerning the registered properties should be sent to: Owner Agent

I carry liability insurance and have attached proof

Please check one of the following:

- I will be completing the Landlord / Tenant Self Inspection Process
- I am requesting a City Inspection
- I am exempt from the inspection process and have attached proof

Registration Fee: Number of Single Family Properties _____ X \$25.00 = _____

Registration Fee: Number of Multi-Family Properties _____ X \$25.00 = _____

Number of Each Additional Units _____ X \$10.00 = _____

Inspection Fee: (if done by the City) Number of Units _____ X \$25.00 = _____

Applicable Penalties: _____

Total Amount Due: _____

Jackson Minimum Maintenance Standards Inspection Packet Residential Rental Units

Date: _____ License #: _____ Complaint ID # (Staff) _____

Type of Inspection: Inspection Process Re-Inspection Complaint

Inspected By:	Owner:	
<input type="checkbox"/> Owner/Agent	Rental Unit Address:	
<input type="checkbox"/> Tenant		
<input type="checkbox"/> City Inspector		
Phone:	No. of Bedrooms:	No. of Bathrooms:

Please check one of the following:

- I am an owner/agent and have provided my tenant with the Information Packet.
- I am a tenant and my landlord has provided me with the Information Packet.

Check List	Pass	Fail	Deficiency	Date Corrected	Verified By <small>Owner/Tenant/City</small>
Health and Safety: §97.06					
Electrical					
Electrical Accessibility					
Exits					
Fire Extinguishers					
Garbage Facilities					
Garbage Accumulation					
Heating					
Mold					
Rodent Infestation					
Insect Infestation					
Water Heater					
Smoke Detectors					
Carbon Monoxide Detectors (Aug 2008)					
Exterior Structure: §97.07					
Accessory Structures (if applicable)					
Chimney (if applicable)					
Doors					
Storm Doors (if applicable)					
Sliding Glass Doors (if applicable)					
Garage Doors (if applicable)					
Exterior Lighting					
Exterior Stairs (if applicable)					
Sidewalks (if applicable)					
Retaining Walls (if applicable)					
Porches (if applicable)					
Decks (if applicable)					
Railings (if applicable)					
Hand Rails (if applicable)					
Foundation					
Basement (if applicable)					
Address/Apartment Number					
Mailbox/Mail Slot					
Roof					

Check List	Pass	Fail	Deficiency	Date Corrected	Verified By Owner/Tenant/City
Gutters (if applicable)					
Utility Meters (if applicable)					
Walls					
Windows					
Interior Structure: §97.08					
Bathroom #1:					
Door					
Toilet					
Sink					
Tub/Shower					
Hot Water					
Cold Water					
Electrical Outlet					
GFI Outlet (if applicable)					
Lighting					
Walls					
Ceiling					
Floor					
Bathroom #2 (if applicable):					
Door					
Toilet					
Sink					
Tub/Shower					
Hot Water					
Cold Water					
Electrical Outlet					
GFI Outlet (if applicable)					
Lighting					
Walls					
Ceiling					
Floor					
Bedroom:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Halls and Stairwells:					
Lighting					
Hand railing (if applicable)					
Kitchen:					
Ventilation					
Electrical Outlets					
GFI Outlets (if applicable)					
Lighting					
Sink					
Hot Water					
Cold Water					
Cupboards or Shelves					
Counter Top					
Stove (if applicable)					
Refrigerator (if applicable)					
Connection for Stove					
Connection for Refrigerator					
Walls					

REVISED ON: 4/13/07

Check List	Pass	Fail	Deficiency	Date Corrected	Verified By Owner/Tenant/City
Ceiling					
Floor					
Other Habitable Rooms: (Name Rooms)					
Room #1:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #2:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #3:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #4:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #5:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					

Inspector Comments: _____

Jackson Minimum Maintenance Standards Inspection Packet
Residential Rental Units Criteria

§ 97.06 HEALTH AND SAFETY ITEMS THAT COULD CONSTITUTE A FAILURE:

(A) **Electrical:** Use of temporary wiring, drop cords or extension cords used instead of permanent wiring, you have broken switch plate or outlet covers, adequate electrical service is not provided (example: you regularly blow a fuse) or electrical service is not accessible by tenant. Any electrical outlets within 14 inches of a water faucet are not GFI type.

(B) **Exits:** Unit does not have two exits consisting of any of the following: doors leading directly to the outside or public corridors or windows for egress. Every room does not have access, through interior halls, stairs or doors, to at least one of those exits. Every bedroom does not have two exits. Qualifying bedroom exits include: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor, or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or a window for egress.

(C) **Fire Extinguishers of Type ABC:** Single-family unit does not have at least a 10 lb extinguisher within the unit. Multi-family unit does not have at least a 10 lb extinguisher within the unit or a 20 lb extinguisher in the common area of the unit's floor.

(D) **Garbage:** Lack of garbage collection containers or dumpsters adequate to accommodate all garbage and recyclables generated by each rental unit (for multi-family dwellings only). Tenant has allowed garbage, rubbish, debris, and/or recyclables to accumulate inside or outside of the unit, or has not kept their unit reasonably clean and sanitary.

(E) **Heating Units** are not working or capable of maintaining all habitable rooms at 68 degrees Fahrenheit. A non-vented fuel-burning heater (propane or kerosene fueled) is in use or portable electric units (such as a space heater) or a stove is used as a permanent source of heat.

(F) **Mold, Rodents and Insect Infestations:** Mold is present within the unit. There is evidence of rodents or insects and no sign of efforts to remove such. Tenant has allowed unsanitary conditions to exist allowing for mold to grow or rodents or insects to infest the unit.

(G) **Plumbing Systems:** There are leaks in the system, hot or cold water not available at sink and/or tub/shower or cold water is not available in toilet.

(H) **Water heaters:** The water heater is leaking and/or relief valve discharge line is not within 14 inches of the floor. A gas water heater is not properly vented.

(I) **Sanitary Sewer Systems:** The drains at any sink, tub/shower or toilet are missing, plugged or drain extremely slow or there is standing water or sewage.

(J) **Smoke Detectors:** There are no smoke detectors. They are not properly placed in the halls or areas leading to the bedrooms. They are missing batteries or when tested fail to function.

(K) **Carbon Monoxide Detectors:** (Effective 8/1/08) There are no carbon monoxide detectors properly placed within 10 feet of bedrooms. They are missing batteries or when tested fail to function

§ 97.07 EXTERIOR STRUCTURE ITEMS THAT COULD CONSTITUTE A FAILURE:

(A) **Accessory Structures** have any problems found in subsections C, E, F, J, K, M and N.

(B) **Chimneys** are missing brick, leaning, have portions missing or are rotted out.

(C) **Doors, Storm Doors, Sliding Glass Doors and Garage Doors:** Any door that does not close properly allows an unreasonable amount of water in or has a missing or broken latch, lock or hinge.

(D) **Exterior Lighting:** Near any exterior doors or exterior parking lot there is no light fixture and commercial lighting is ineffective, it has a bad switch, or bulbs are burnt out or missing.

(E) **Exterior stairs, sidewalks, retaining walls, porches, decks, railings and hand guardrails:** There are broken, rotting or missing sections, the structure excessively moves when walked on, or stair risers of four or more consecutive risers do not have a well-anchored hand railing.

(F) **Foundation and basement:** The foundation has missing sections, large holes that you see to the outside from or is caving in. The basement has constant standing water. The basement has a sump pump but it is missing or broken.

(G) **Lawn Care:** The owner and/or tenant has not properly maintained the lawn or removed snow as required.

(H) **Location of Numbers:** Exterior address numbers are missing or not readily apparent from the street. Unit numbers of each multi-dwelling unit are not displayed on the unit's main entrance or within six inches of the unit's doorframe.

(I) **Mailboxes/Mail slots:** Mailbox or mail slot is not provided or does not meet postal regulations.

(J) **Roof:** The roof is sagging, has missing sections, or there is evidence in the interior that the roof is leaking.

(K) **Gutters,** if provided, are sagging, rotted or falling off. Down spouts are broken or missing.

(L) **Utility Meters (Multi-Dwelling Units):** There are not separate meters for each utility service the tenant is responsible for.

(M) **Walls** are sagging, allow water to enter, have holes, breaks, loose or rotting boards, and are not properly surfaced with siding, brick, or paint; they have chipping or flaking paint exceeding 20% of total area of surface.

(N) **Windows** [1] have broken or missing glass, are rotted out, falling apart or do not open if required for ventilation or egress; [2] that are required for ventilation, including those in the basement, are not supplied with a functional screen; [3] that are required for egress are barred and; [4] that have been covered over do not match the exterior of the unit and are not weatherproof and watertight.

§ 97.08 INTERIOR STRUCTURE ITEMS THAT COULD CONSITUTE A FAILURE:

(A) **Bathrooms:** There is not at least one bathroom per unit that is self-contained with a door for privacy (including a latch that can be opened from both sides of the door). It does not have a fully functional, flush-type toilet, lavatory sink, bathtub or shower, light fixture, and electrical outlet. Outlets within 14 inches of any water faucet are not GFI.

(B) **Bedrooms:** Each bedroom is not kept in a safe condition and does not have either at least two working electrical outlets or one ceiling light fixture and one electrical outlet. Each bedroom does not have two exits, one of which may be an interior hall, stair or door. The second exit must be one of the following: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or window for egress.

(C) **Halls and stairwells:** There is not adequate lighting in all halls and stairwells. Hand railings for four or more consecutive stair risers are missing, broken, or are not well-anchored.

(D) **Kitchen facilities:** There is no working exhaust fan or an open able window or door; the light fixtures or electrical outlets are not working, or outlets that are within 14 inches of any water faucet are not GFI. The sink does not drain properly or is made of an absorbent type material. There are no cupboards or shelves, or a counter. The connections for a cooking stove and refrigerator are missing, broken, or dangerous. Stoves and refrigerators provided by owner do not work properly or have not been properly maintained by the owner.

(E) **Other Habitable rooms** do not have a minimum of two working electrical outlets or one ceiling light fixture and one electrical outlet in each room. Any such room does not have an open able window, skylight, or door, working exhaust fan, or considered an "adjoining room" as defined in § 97.02 that contains an open able window, skylight or door or working exhaust fan.

(F) **Walls, ceilings and floors** have rotted or missing sections or chipping and flaking paint that has not been timely cleared and repainted. The tenant has not kept them in safe, sanitary condition or has not kept carpets reasonably clean and sanitary.

§ 97.02 DEFINITIONS

ACCESSORY STRUCTURE: any building or structure not attached to the main building on the premises, including but not limited to fences, garages and sheds.

ADJOINING ROOM: a room connected to a habitable room by a walk-through opening with no functional door between the two.

AGENT: Any person designated by the owner to represent the owner.

CITY: City of Jackson, Minnesota.

DWELLING UNIT: any room or group of rooms intended to be used for living, sleeping, cooking, eating, toilet and bathing facilities.

EGRESS: a safe means of escape.

GFI OUTLET: a ground fault interrupter outlet that protects the user from electrical hazard.

HABITABLE ROOM: a room intended for living, cooking, eating or sleeping purposes, excluding bathrooms, closets, laundries, serving and storage pantries, corridors, cellars and spaces that are not used frequently or for extended periods.

HEATING DEVICES: furnaces, baseboard or unit heaters or boilers.

MULTI DWELLING UNIT: any building containing two or more dwelling units.

OWNER: any partnership, corporation, agency, or person who, alone or jointly with others, has legal title to any rental unit, including the owner's designated agent.

QUALIFYING RELATIVE: a son, daughter, parent, grandchild, grandparent, brother, sister, aunt, uncle, niece, or nephew; and the relationship may exist through marriage.

RENTAL LICENSE: a document required to operate a rental unit within the City.

RENTAL UNIT: any dwelling unit that is leased or sub-let by the owner to another party.

SINGLE-FAMILY DWELLING: building containing one dwelling unit, specifically for one family.



City of Jackson
80 West Ashley Street
Jackson, MN 56143
Phone (507) 847-4410
Fax (507) 847-5586

Complaint Form
(Residential Rental Properties)

Date: _____ License # _____ Complaint ID # (Staff) _____

Complainant Information

Name: _____ Phone Number: _____

Address: _____ City/State/Zip: _____

Violation Information (complete as much as possible)

Alleged Violator: _____ Phone Number: _____

Address: _____ City/State/Zip: _____

Date of Violation: _____

[] I have attached a copy of my written complaint that was sent to the violator on: _____

Details of Violation (attach pages as needed): _____

By signing, I certify that the above and any attached information as true and correct. I understand that if my complaint is found invalid, I may be assessed an inspection fee.

Signature

Date



City of Jackson
 80 West Ashley Street
 Jackson, MN 56143
 Phone (507) 847-4410
 Fax (507) 847-5586

Transfer of Ownership
 (Residential Rental Properties)

Today's Date: _____

Date of Transaction: _____

Registered Owner Information

Name: _____ Phone: _____

Address: _____ City/State/Zip: _____

New Owner Information (please complete as much as possible)

Name: _____ Phone: _____

Address: _____ City/State/Zip: _____

Transferred Rental Unit Information (attach additional sheets as needed)

Unit Address (Example: 116 State St, #111)	Unit Type (single family, duplex, etc)	License #

Are there any current violations at the transferred unit(s)? Yes No

If yes, please list: _____

Do you have any outstanding rental unit fees or penalties? Yes No

I certify that the above and any attached information is true and correct.

Signature of Owner (Official Representative if Entity)

Date

I

City of Jackson, Minnesota
ORDINANCE NO. 19, Sixth Series

**AN ORDINANCE ESTABLISHING MINIMUM MAINTENANCE STANDARDS
FOR RENTAL HOUSING UNITS**

THE CITY OF JACKSON ORDAINS as follows:

Section 1. The City's Code of Ordinances is hereby amended by adding thereto a Chapter 97 to read as follows:

CHAPTER 97: RENTAL HOUSING MINIMUM MAINTENANCE

Section

- 97.01 Purpose
- 97.02 Definitions
- 97.03 Conflict of Ordinances
- 97.04 Partial Invalidity
- 97.05 Maintenance of Records
- 97.06 Health and Safety
- 97.07 Exterior Structure
- 97.08 Interior Structure
- 97.09 Occupancy Limitations
- 97.10 Registration & Licensing of Rental Units
- 97.11 Residential Rental Inspections
- 97.12 Complaints
- 97.13 Fees
- 97.14 Posting of Rental License
- 97.15 Appeals
- 97.16 Violations

§ 97.01 PURPOSE

The City of Jackson recognizes the need for a simple and cost effective program for identifying and correcting deficient rental housing units within this City. The purpose of this ordinance is to protect the public health, safety and general welfare by:

- Promoting safety from fires and accidents;
- Providing a means for the fair administration and enforcement of this code for all residential rental units;
- Regulating all residential rental units;
- Providing minimum standards for the maintenance of rental housing units;
- Providing minimum standards for basic equipment and facilities;
- Preventing overcrowding by providing minimum space standards per occupant for each rental dwelling unit; and
- Reducing environmental hazards to health.

§ 97.02 DEFINITIONS

ACCESSORY STRUCTURE: any building or structure not attached to the main building on the premises, including but not limited to fences, garages and sheds.

ADJOINING ROOM: a room connected to a habitable room by a walk-through opening with no functional door between the two.

AGENT: a person designated by the owner to represent the owner.

CITY: City of Jackson, Minnesota.

DWELLING UNIT: any room or group of rooms intended to be used for living, sleeping, cooking, eating, toilet and bathing facilities.

EGRESS: a safe means of escape.

GFI OUTLET: a ground fault interrupter outlet that protects the user from electrical hazard.

HABITABLE ROOM: a room intended for living, cooking, eating or sleeping purposes, excluding bathrooms, closets, laundries, serving and storage pantries, corridors, cellars and spaces that are not used frequently or for extended periods.

HEATING DEVICES: furnaces, baseboard or unit heaters or boilers.

MULTI-FAMILY DWELLING: any building containing two or more dwelling units.

OWNER: any partnership, corporation, agency, or person who, alone or jointly with others, has legal title to any rental unit, including the owner's designated agent.

QUALIFYING RELATIVE: a son, daughter, parent, grandchild, grandparent, brother, sister, aunt, uncle, niece, or nephew; and the relationship may exist through marriage.

RENTAL LICENSE: a document required to operate a rental unit within the City.

RENTAL UNIT: any dwelling unit that is leased or sub-let by the owner to another party.

SINGLE-FAMILY DWELLING: building containing one dwelling unit, specifically for one family.

§ 97.03 CONFLICT OF ORDINANCES

In any case where a provision of this section is found to be in conflict with that of any zoning, building, fire safety, or health ordinance or code of the City on the effective date of this section or with any state or federal statute, rule or regulation, the provision which establishes the higher standard for the promotion and protection of the public health and safety shall prevail.

§ 97.04 PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause or phrase of this ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which remain in full force and effect. The provisions of this section are severable.

§ 97.05 MAINTENANCE OF RECORDS

All records, files and documents pertaining to rental unit registration, inspections and complaints shall be retained and maintained by the City for ten years; and will be available to the public as allowed, permitted or required by state law or city ordinance.

§ 97.06 HEALTH AND SAFETY

(A) **Electrical equipment** shall be fully functional and in safe operating condition. Temporary wiring, drop cords or extension cords shall not be used in lieu of permanent wiring. Outlets within 14 inches of any water faucet shall be of the GFI style. The owner shall provide adequate electric service accessible by the tenant.

(B) **Exits:** Each unit shall have two exits. These exits shall be any combination of doors leading directly to the outside or public corridors and windows for egress. Every room shall have access through interior halls, stairs or doors to at least one of these exits. In addition, every bedroom shall have at least one additional means of escape. Any of the following will satisfy this requirement: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or a window for egress.

(C) **Fire Extinguishers of Type ABC:** The owner [1] shall equip each single-family dwelling with at least one fire extinguisher, [2] shall equip each multi-family dwelling *either* with a 10 lb extinguisher in each unit *or* one 20 lb extinguisher in a common area on each floor, and [3] shall be responsible for the annual inspection and tagging of each such fire extinguisher by a certified professional.

(D) **Garbage:** The owner of each multi-family unit shall provide garbage collection containers or dumpsters adequate to accommodate all garbage and recyclables generated by each rental unit. Tenants, whether in single-family or multi-family units, shall not allow garbage, rubbish, debris, or recyclables to accumulate inside or outside of their units and shall keep their units reasonably clean and sanitary.

(E) **Heating units** shall be fully functional and be capable of maintaining all habitable rooms at 68 degrees Fahrenheit. Portable electric units and stoves shall not be used as a permanent source of heat and non-vented fuel-burning heaters are strictly prohibited.

(F) **Mold, rodents and insect infestations** shall be promptly eliminated by the owner and the rental unit shall then be kept mold and infestation free by the tenant.

(G) **Plumbing systems** shall be properly maintained by the owner free of leaks and fully functional; and shall provide hot and cold water to all sinks, tubs and showers and cold water to all the toilets.

(H) **Water heaters** shall be fully functional, properly vented if using gas and shall be equipped with a fully functional relief valve with a discharge line to within 14 inches of the floor.

(I) **Sanitary sewer systems** shall be properly maintained, fully functional and properly connected to every toilet, sink, tub and shower.

(J) **Smoke detectors** shall be fully functional and installed in every access point leading to bedrooms, public hallways and stairwells. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

(K) **Carbon monoxide detectors** shall be provided by owner on and after August 1, 2008; shall be installed within 10 feet of the entrance to all bedrooms; and shall be maintained in fully functional condition. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

§ 97.07 EXTERIOR STRUCTURE

(A) **Accessory Structures** shall be maintained according to § 97.07, subsections C, E, F, J, K, M and N.

(B) **Chimneys** shall be structurally sound and in good working order.

(C) **Doors, storm doors, sliding glass doors and garage doors** shall be structurally sound, reasonably water and air tight, free of broken panes of glass and equipped with a locking system and latch in good working condition that is capable of keeping the door closed at all times.

(D) **Exterior Lighting:** Owner shall provide effective lighting near all exterior doors and in all exterior parking lots unless City or commercial lighting effectively makes it unnecessary.

(E) **Exterior stairs, sidewalks, retaining walls, porches, decks, railings and hand guardrails** shall be structurally sound and free of broken, rotting or missing sections. Four or more consecutive stair risers must have a well-anchored hand railing.

(F) **Foundation and basement** shall be reasonably watertight and shall adequately support the building at all points.

(G) **Lawn Care:** Owner shall be responsible for lawn care and for the removal of ice and snow.

(H) **Location of Numbers:** The owner shall provide address numbers that are readily apparent from the street in accordance with City Code. The unit numbers of each multi-family dwelling unit shall be displayed on the unit's main entrance door or within six inches of the units door frame.

(I) **Mailboxes/Mail Slots:** The owner shall provide mail boxes or slots in accordance with postal regulations.

(J) **Roof:** The owner shall maintain the roof in good, structurally sound and water tight condition.

(K) **Gutters** if any, must be properly installed and maintained to be functional.

(L) **Utility Meters (Multi-Family Dwelling Units):** The owner shall provide a separate meter for each utility service for which the tenant is responsible.

(M) **Walls** shall be kept by the owner [1] structurally sound, water tight, free of holes, breaks, loose or rotting boards and [2] properly surfaced with siding, brick or paint, with chipping and flaking paint not to exceed 20% of the total surface area.

(N) **Windows** [1] shall be kept structurally sound, water tight, have unbroken glass and be fully functional to their design if required for ventilation or egress; [2] required for ventilation, including those in the basement, shall be supplied with a functional screen; [3] required for egress shall not be barred; and [4] that are covered over shall be covered with material that matches the exterior of the unit and shall be weatherproof and watertight.

§ 97.08 INTERIOR STRUCTURE

(A) **Bathrooms:** One bathroom per unit shall be self contained with a door for privacy (including a latch that can be opened from both sides of the door) and with a fully functional, flush-type toilet, lavatory sink, bathtub or shower, light fixture and electrical outlet. Only GFI electrical outlets are permitted within 14 inches of any water faucet.

(B) **Bedrooms:** Each bedroom shall be kept in a safe condition and with *either* at least two working electrical outlets *or* one ceiling light fixture and one electrical outlet and shall have two exits, one of which may be an interior hall, stair or door. The second exit must be one of the following: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a window for egress or door leading directly to the outside or to a public corridor.

(C) **Halls and Stairwells:** The owner shall provide adequate lighting in all halls and stairwells and a well-anchored hand railing for four or more consecutive stair risers.

(D) **Kitchen Facilities:** The owner shall provide a functioning exhaust fan or an open able window or door; a fully functioning light fixture and electrical outlets (only GFI electrical-type outlets are permitted within 14 inches of any water faucet); a fully functional, approved sink, cupboards or shelves, a counter and outlets or proper connections for a cooking stove and refrigerator. Stoves and refrigerators provided by owners shall be fully functional and properly maintained by the owner.

(E) **Other habitable rooms** shall *either* [1] have a minimum of two working electrical outlets or one ceiling light fixture and one electrical outlet in each room; and [2] have any one of the following: an operable window, skylight, or door or working exhaust fan; *or* be an "adjoining room", as defined in § 97.02, that has an operable window, skylight, or door or working exhaust fan

(F) **Walls, ceilings and floors** shall be kept [1] by the owner in good, sound condition, with no rotted or missing sections, and [2] by the tenant in a safe, sanitary condition. The owner shall timely clear and repaint chipping and flaking paint, and the tenant shall keep carpets reasonably clean and sanitary.

§ 97.09 OCCUPANCY LIMITATIONS

Occupancy limitations shall be as set forth in the Housing Code.

§ 97.10 REGISTRATION & LICENSING OF RENTAL UNITS

(A) **Registration and License required.** It is unlawful for an owner to lease, let or allow to be occupied as a residence any rental housing unit controlled by that owner in the City without first [1] completing and submitting to the City a registration form therefor, [2] the unit passing the inspection process, and [3] receiving a Rental License for the unit from the City.

(1) Each owner filing a registration form thereby consents to be bound by all of the provisions of this chapter and all other ordinances of the City.

(2) Each tenant occupying a licensed unit within the City thereby consents to be bound by all of the provisions of this chapter and all other ordinances of the City.

(3) The City shall assign a number to each owner and rental unit (i.e. if Jackson HRA is registered as owner 32, then the HRA rental units will be registered as 32.01, 32.02, 32.03, etc).

(4) The registration form shall be furnished by the City and shall set forth the following:

- [a] Owner contact information;
- [b] Local contact information;
- [c] The mailing address of each rental unit to be registered;
- [d] The type of each unit to be registered, i.e. single-family, duplex, apartment, sleeping room, etc.;
- [e] The maximum number of occupants for each unit;
- [f] Proof of liability insurance; and
- [g] Such other information as the City may reasonably require.

(B) **Tenant Information:** The owner shall [1] keep a listing of all adult tenants, [2] make such listing available to the City on reasonable requests, and [3] provide to each tenant an Information Packet containing the booklet "Landlords and Tenants: Rights and Responsibilities" distributed by the Attorney General's office, a copy of this ordinance, a copy of the inspection guidelines used pursuant to this ordinance, and a "self-inspection" form.

(C) **Existing Rental Units:**

(1) Within 45 days of the effective date of this chapter, the owner shall register with the City each residential rental unit that he or she owns or administers.

(2) No rental license shall be issued for such unit until such time as it has completed the inspection process and is in compliance with all applicable ordinances, regulations, and statutes or has a plan for compliance approved by the City.

(3) It is unlawful for the owner to allow or permit a unit to be occupied after 60 days from the date of a failed inspection until such time as the unit is brought into compliance, the unit is re-inspected, and a rental license is issued for the unit.

(D) **New Rental Units:** No unit to be first occupied after the effective date of this chapter may be made available for such occupancy until [1] the unit is registered with the City, [2] the inspection process has been completed, [3] the unit is compliant and [4] a rental license is issued for the unit. The City shall respond within five (5) business days from the date of registration with the City.

(E) **Transfer of Ownership:** In the event of the transfer of ownership of a unit by sale or otherwise,

(1) The transferor(s), prior to the transfer, shall provide to the City [a] the name, address and telephone number of each transferee and [b] the anticipated effective date of the transfer;

(2) The transferee shall register the unit with the City under the transferee's name and pay all applicable fees within 30 days after the date of transfer; and

(3) If the rental license for the unit is valid and current and if the transferee so registers the unit and pays the fees, the rental license shall be transferred to the transferee.

(F) **License Expiration:** The Rental License shall expire either [1] 24 months after the date of inspection of the unit or [2] if biennial inspection is waived pursuant to §97.11(E), 48 months after the date of inspection of the unit.

§ 97.11 RESIDENTIAL RENTAL INSPECTION PROCESS: A residential rental unit can obtain a rental license by completing one of following processes: [1] self-inspection, [2] City inspection or through [3] exempt status. At the time the next inspection cycle is due, the owner may elect to use a different process to continue meeting the requirements of this ordinance.

(A) **Utilities:** Utilities services (gas, water, electricity, etc.) must be connected and "on" at the time of the inspection.

(B) **Self-inspection:** [1] On forms provided by the City, the owner and tenant shall each separately perform an inspection of the unit and shall each complete and submit to the City those inspection forms within 30 days after initial registration of the unit. [2] Conditions causing discrepancies between the completed owner's and tenant's self-inspection forms shall be treated as deficiencies and must be corrected as described in § 97.11 (F) before a license is granted.

(C) **City Inspection:** [1] In lieu of self-inspection the owner may elect to have the unit inspected by the City's inspector, for a fee. [2] On the inspection form, the inspector will verify that the tenant information packet was handed out. [3] Any deficiencies found shall be corrected as described in § 97.11 (F) before a license is granted.

(D) **Frequency of Inspections:** Inspections shall be completed [1] within 30 days after initial registration, if by self-inspection; [2] as soon as is possible, if by the City inspector; [3] within 30 days after the filing of a complaint; and [4] within 30 days of expiration of the license. Failure to comply could result in a suspension of the license.

(E) **Exemption from Inspection:** A rental license shall be issued for each rental unit determined by the City to be exempt.

(1) The exemption and the date that the exemption expires shall be noted on the license.

(2) The City may declare as exempt from inspection:

(a) Any unit that is inspected by another qualified third-party inspector at least biennially on equal or greater standards than this ordinance, upon filing of proof of such inspections and a copy of the inspection standards used; *provided*, that any exempt unit with founded complaints shall lose its exempt status for the next inspection cycle and shall be subject to another inspection process.

(b) Any unit that passed the immediately preceding biennial inspection and against which no substantiated complaints have been registered during the two-year term of

the rental license; *provided*, [1] that any exempt unit with founded complaints shall lose its exempt status for the next inspection cycle, shall be subject to an inspection process, and [2] that exemption from inspection pursuant to this subsection will be for a term no greater than four years, after which time the unit will be subject to an inspection process.

(c) Any unit occupied by a qualifying relative of the owner.

(3) The City shall contact the owner or managing agent of each exempt unit biennially to confirm continuing exempt status. If appropriate evidence warranting exempt status is not filed with the City within 30 days, the unit shall lose its exempt status for the next inspection cycle and shall be subject to another inspection process.

(4) For purposes of this section, the City, in its sole discretion, shall determine whether [1] a person is a qualified third-party inspector and [2] an inspection is a qualified inspection.

(F) **Deficiencies:** Depending on the nature of the alleged deficiency, the City may intervene with a City inspection or may refer the matter to another authority (i.e. Fire Marshal, State Electrical Inspector, State Plumbing Inspector, Building Official, or Community Health Services) for further action.

(1) The City shall give written notice [a] of each deficiency, [b] of what must be done to bring the unit into compliance, [c] of the alleged violator's right to dispute the deficiencies, [d] of the violator's right to provide proof that the deficiencies have been or are being corrected, [e] of the due date for a follow-up self-inspection, which should be not less than 30 days nor more than 45 days from the date of the notice, [f] of the violator's right to request an extension, and [g] of an owner's right to apply for a Conditional License, as defined in § 97.11 (H), to correct the deficiencies.

(2) After three failed inspections, [a] the City may revoke the license, [b] the unit shall not be re-registered for at least 90 days from the date of the last failed inspection, and [c] the owner can again register the rental unit after said 90-day period and upon payment of all applicable fees and penalties.

(G) **Extensions:** The violator may request a postponement of an inspection if [1] the deficient condition is not adversely affecting the health, safety or general welfare of the occupant(s) of the unit or of any neighboring unit, [2] the required remedial action cannot be completed until weather permits or will take longer than 30 days to complete and [3] the violator [a] requests an extension in writing that recites the reasons for the request, the justifications for the extension, the anticipated completion date (not to exceed 6 months) and [b] submits proof that appropriate arrangements have been made for completion of the corrective action by the anticipated completion date.

(H) **Conditional Rental License:** The owner of any rental unit in existence on the effective date of this ordinance that is inspected, is determined to be sub-standard, and is found to require substantial upgrades may submit a 1, 2 or 3 year Corrective Plan to include a detailed schedule of when deficiencies will be corrected ("Plan"). The Plan must be submitted to the City for approval within 30 days of the failed inspection; and the City, in its sole discretion, shall determine if the Plan is acceptable. Deficiencies that can be corrected immediately are not includable in the Plan.

(1) A Conditional Rental License may be issued to the Owner when the Plan is approved and shall be posted in the same location as the standard license.

(2) The unit shall be re-inspected on an annual basis by the City to confirm adherence to the Plan. Any deficiencies found during the re-inspection and not covered by the Plan may not be added to the Plan but must be corrected in accordance with this ordinance.

(3) After the completion of all work items in the Plan, the unit shall be re-inspected biennially.

(4) Conditional Rental Licenses will not be extended and are only eligible to existing rental units that are registered in accordance with this ordinance. All Conditional Rental licenses shall expire on or before January 31, 2010.

§ 97.12 COMPLAINTS

(A) **Forms:** The City shall provide forms upon which complaints may be made regarding the condition or license and registration status of any rental unit.

(B) **Unit Condition Complaints:** Shall be governed by § 97.11(F) Upon receipt of a complaint and verification that the complainant has notified, in writing, the alleged violator of the defective condition and that the alleged violator failed to correct the defect the City, depending on the nature of the complaint shall either [1] promptly provide to the alleged violator a copy of the complaint and all supporting documents presented by the complainant and shall give the alleged violator 48 hours to correct the alleged deficiency as described in 97.11 (F)(1) or [2] shall provide not less than a 72-hours written notice of its intention to conduct an inspection as described under § 97.11 (F)(2). The violator shall be assessed appropriate inspection fees if the complaint is found to be substantiated by this inspection.

(C) **License & Registration Complaints:** Upon receipt of a complaint and verification that a residential rental unit is not licensed or registered, the City shall inform the owner in writing that the owner has no more than 90 days to either [1] comply with the terms of this ordinance by registering the unit by completing the inspection process and by paying all applicable fees and penalties or [2] cease rental operations.

§ 97.13 FEES & PENALTIES

(A) **All fees and penalties** assessed pursuant to this chapter are non-refundable and may be modified or amended from time to time by resolution or ordinance of the City Council.

(B) **Registration fees** for each rental unit are due and payable with submission to the City of the registration form.

(C) **Inspection fees** for each City inspection of a rental unit are due and payable immediately on receipt of the City's statement.

(D) **The City may cancel** an inspection or re-inspection – and additional penalties could apply – if payment of applicable fees is not received before the scheduled inspection or re-inspection begins.

(E) **Additional penalties** may include but are not necessarily limited to suspension or revocation of the license, immediate closure of the unit, eviction proceedings against violator tenants, and arrest for criminal activity.

(F) All fees and penalties payable by the owner and not paid within 30 days of the due date shall be considered delinquent and may be certified to the County Auditor-Treasurer for collection with real estate taxes.

§ 97.14 POSTING RENTAL LICENSE

The owner shall arrange for a copy the Rental License to be posted continuously on an inside sidewall of the kitchen sink cabinet.

§ 97.15 APPEALS

(A) Any person aggrieved by any action taken pursuant to this chapter by an employee or agent of the City may appeal to the City Council.

(B) The appeal must be in writing, must be addressed to the City Council, must describe with particularity the action from which the appeal is taken and must be filed with the City Administrator within twenty (20) days from the date of the action appealed.

(C) The City Council, on notice to the appellant and opportunity to be heard, shall hear, consider and act upon the appeal within 30 days of the date of filing of the written notice of appeal and shall issue its written order of decision within ten (10) days thereafter.

§ 97.16 VIOLATIONS

Any person who violates any provisions of this chapter is guilty of a petty misdemeanor.

Section 2: City Code Chapter 10, entitled "General Provisions", is hereby adopted in its entirety, as though set forth verbatim herein.

Section 3: This ordinance shall be effective fourteen (14) days following its posting or publication.

CITY OF JACKSON, MINNESOTA

By: _____
James M. Jasper, Mayor

Attest:

Dean Albrecht, City Administrator

Introduced: _____

Adopted: _____

Posted: _____

Published: _____ (Summary or Full Text)

Effective: _____



City of Jackson
 80 West Ashley Street
 Jackson, MN 56143
 Phone (507) 847-4410
 Fax (507) 847-5586

Residential Rental Unit Registration Form

Date: _____

Owner Information

Please add me to the City's Rental Marketing List

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Email: _____

Local Agent Information (if any)

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Email: _____

Competence concerning the proposed plan should be on file with the City.

I carry liability insurance and have attached proof

Please check one of the following:

I will be completing the Landlord / Tenant Self Inspection Process

I am requesting a City Inspection

I am exempt from the inspection process and have attached proof

Registration Fee: Number of Single Family Properties _____ X \$25.00 = _____

Registration Fee: Number of Multi-Family Properties _____ X \$25.00 = _____

Number of Each Additional Units _____ X \$10.00 = _____

Inspection Fee: (if done by the City) Number of Units _____ X \$25.00 = _____

Applicable Penalties: _____

Total Amount Due: _____

Check List	Pass	Fail	Deficiency	Date Corrected	Verified By Owner/Tenant/City
Gutters (if applicable)					
Utility Meters (if applicable)					
Walls					
Windows					
Interior Structure: §97.08					
Bathroom #1:					
Door					
Toilet					
Sink					
Tub/Shower					
Hot Water					
Cold Water					
Electrical Outlet					
GFI Outlet (if applicable)					
Lighting					
Walls					
Ceiling					
Floor					
Bathroom #2 (if applicable):					
Door					
Toilet					
Sink					
Tub/Shower					
Hot Water					
Cold Water					
Electrical Outlet					
GFI Outlet (if applicable)					
Lighting					
Walls					
Ceiling					
Floor					
Bedroom:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Halls and Stairwells:					
Lighting					
Hand railing (if applicable)					
Kitchen:					
Ventilation					
Electrical Outlets					
GFI Outlets (if applicable)					
Lighting					
Sink					
Hot Water					
Cold Water					
Cupboards or Shelves					
Counter Top					
Stove (if applicable)					
Refrigerator (if applicable)					
Connection for Stove					
Connection for Refrigerator					
Walls					

REVISED ON: 4/13/07

Check List	Pass	Fail	Deficiency	Date Corrected	Verified By Owner/Tenant/City
Ceiling					
Floor					
Other Habitable Rooms: (Name Rooms)					
Room #1:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #2:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #3:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #4:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					
Room #5:					
Electrical Outlets					
Lighting (if applicable)					
Exits					
Walls					
Ceiling					
Floor					
Ventilation					

Inspector Comments: _____

Jackson Minimum Maintenance Standards Inspection Packet
Residential Rental Units Criteria

§ 97.06 HEALTH AND SAFETY ITEMS THAT COULD CONSTITUTE A FAILURE:

(A) **Electrical:** Use of temporary wiring, drop cords or extension cords used instead of permanent wiring, you have broken switch plate or outlet covers, adequate electrical service is not provided (example: you regularly blow a fuse) or electrical service is not accessible by tenant. Any electrical outlets within 14 inches of a water faucet are not GFI type.

(B) **Exits:** Unit does not have two exits consisting of any of the following: doors leading directly to the outside or public corridors or windows for egress. Every room does not have access, through interior halls, stairs or doors, to at least one of those exits. Every bedroom does not have two exits. Qualifying bedroom exits include: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor, or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or a window for egress.

(C) **Fire Extinguishers of Type ABC:** Single-family unit does not have at least a 10 lb extinguisher within the unit. Multi-family unit does not have at least a 10 lb extinguisher within the unit or a 20 lb extinguisher in the common area of the unit's floor.

(D) **Garbage:** Lack of garbage collection containers or dumpsters adequate to accommodate all garbage and recyclables generated by each rental unit (for multi-family dwellings only). Tenant has allowed garbage, rubbish, debris, and/or recyclables to accumulate inside or outside of the unit, or has not kept their unit reasonably clean and sanitary.

(E) **Heating Units** are not working or capable of maintaining all habitable rooms at 68 degrees Fahrenheit. A non-vented fuel-burning heater (propane or kerosene fueled) is in use or portable electric units (such as a space heater) or a stove is used as a permanent source of heat.

(F) **Mold, Rodents and Insect Infestations:** Mold is present within the unit. There is evidence of rodents or insects and no sign of efforts to remove such. Tenant has allowed unsanitary conditions to exist allowing for mold to grow or rodents or insects to infest the unit.

(G) **Plumbing Systems:** There are leaks in the system, hot or cold water not available at sink and/or tub/shower or cold water is not available in toilet.

(H) **Water heaters:** The water heater is leaking and/or relief valve discharge line is not within 14 inches of the floor. A gas water heater is not properly vented.

(I) **Sanitary Sewer Systems:** The drains at any sink, tub/shower or toilet are missing, plugged or drain extremely slow or there is standing water or sewage.

(J) **Smoke Detectors:** There are no smoke detectors. They are not properly placed in the halls or areas leading to the bedrooms. They are missing batteries or when tested fail to function.

(K) **Carbon Monoxide Detectors:** (Effective 8/1/08) There are no carbon monoxide detectors properly placed within 10 feet of bedrooms. They are missing batteries or when tested fail to function.

§ 97.07 EXTERIOR STRUCTURE ITEMS THAT COULD CONSTITUTE A FAILURE:

(A) **Accessory Structures** have any problems found in subsections C, E, F, J, K, M and N.

(B) **Chimneys** are missing brick, leaning, have portions missing or are rotted out.

(C) **Doors, Storm Doors, Sliding Glass Doors and Garage Doors:** Any door that does not close properly allows an unreasonable amount of water in or has a missing or broken latch, lock or hinge.

(D) **Exterior Lighting:** Near any exterior doors or exterior parking lot there is no light fixture and commercial lighting is ineffective, it has a bad switch, or bulbs are burnt out or missing.

(E) **Exterior stairs, sidewalks, retaining walls, porches, decks, railings and hand guardrails:** There are broken, rotting or missing sections, the structure excessively moves when walked on, or stair risers of four or more consecutive risers do not have a well-anchored hand railing.

(F) **Foundation and basement:** The foundation has missing sections, large holes that you see to the outside from or is caving in. The basement has constant standing water. The basement has a sump pump but it is missing or broken.

(G) **Lawn Care:** The owner and/or tenant has not properly maintained the lawn or removed snow as required.

(H) **Location of Numbers:** Exterior address numbers are missing or not readily apparent from the street. Unit numbers of each multi-dwelling unit are not displayed on the unit's main entrance or within six inches of the unit's doorframe.

(I) **Mailboxes/Mail slots:** Mailbox or mail slot is not provided or does not meet postal regulations.

(J) **Roof:** The roof is sagging, has missing sections, or there is evidence in the interior that the roof is leaking.

(K) **Gutters,** if provided, are sagging, rotted or falling off. Down spouts are broken or missing.

(L) **Utility Meters (Multi-Dwelling Units):** There are not separate meters for each utility service the tenant is responsible for.

(M) **Walls** are sagging, allow water to enter, have holes, breaks, loose or rotting boards, and are not properly surfaced with siding, brick, or paint; they have chipping or flaking paint exceeding 20% of total area of surface.

(N) **Windows [1]** have broken or missing glass, are rotted out, falling apart or do not open if required for ventilation or egress; **[2]** that are required for ventilation, including those in the basement, are not supplied with a functional screen; **[3]** that are required for egress are barred and; **[4]** that have been covered over do not match the exterior of the unit and are not weatherproof and watertight.

§ 97.08 INTERIOR STRUCTURE ITEMS THAT COULD CONSITUTE A FAILURE:

(A) **Bathrooms:** There is not at least one bathroom per unit that is self-contained with a door for privacy (including a latch that can be opened from both sides of the door). It does not have a fully functional, flush-type toilet, lavatory sink, bathtub or shower, light fixture, and electrical outlet. Outlets within 14 inches of any water faucet are not GFI.

(B) **Bedrooms:** Each bedroom is not kept in a safe condition and does not have either at least two working electrical outlets or one ceiling light fixture and one electrical outlet. Each bedroom does not have two exits, one of which may be an interior hall, stair or door. The second exit must be one of the following: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or window for egress.

(C) **Halls and stairwells:** There is not adequate lighting in all halls and stairwells. Hand railings for four or more consecutive stair risers are missing, broken, or are not well-anchored.

(D) **Kitchen facilities:** There is no working exhaust fan or an open able window or door; the light fixtures or electrical outlets are not working, or outlets that are within 14 inches of any water faucet are not GFI. The sink does not drain properly or is made of an absorbent type material. There are no cupboards or shelves, or a counter. The connections for a cooking stove and refrigerator are missing, broken, or dangerous. Stoves and refrigerators provided by owner do not work properly or have not been properly maintained by the owner.

(E) **Other Habitable rooms** do not have a minimum of two working electrical outlets or one ceiling light fixture and one electrical outlet in each room. Any such room does not have an open able window, skylight, or door, working exhaust fan, or considered an "adjoining room" as defined in § 97.02 that contains an open able window, skylight or door or working exhaust fan.

(F) **Walls, ceilings and floors** have rotted or missing sections or chipping and flaking paint that has not been timely cleared and repainted. The tenant has not kept them in safe, sanitary condition or has not kept carpets reasonably clean and sanitary.

§ 97.02 DEFINITIONS

ACCESSORY STRUCTURE: any building or structure not attached to the main building on the premises, including but not limited to fences, garages and sheds.

ADJOINING ROOM: a room connected to a habitable room by a walk-through opening with no functional door between the two.

AGENT: Any person designated by the owner to represent the owner.

CITY: City of Jackson, Minnesota.

DWELLING UNIT: any room or group of rooms intended to be used for living, sleeping, cooking, eating, toilet and bathing facilities.

EGRESS: a safe means of escape.

GFI OUTLET: a ground fault interrupter outlet that protects the user from electrical hazard.

HABITABLE ROOM: a room intended for living, cooking, eating or sleeping purposes, excluding bathrooms, closets, laundries, serving and storage pantries, corridors, cellars and spaces that are not used frequently or for extended periods.

HEATING DEVICES: furnaces, baseboard or unit heaters or boilers.

MULTI DWELLING UNIT: any building containing two or more dwelling units.

OWNER: any partnership, corporation, agency, or person who, alone or jointly with others, has legal title to any rental unit, including the owner's designated agent.

QUALIFYING RELATIVE: a son, daughter, parent, grandchild, grandparent, brother, sister, aunt, uncle, niece, or nephew; and the relationship may exist through marriage.

RENTAL LICENSE: a document required to operate a rental unit within the City.

RENTAL UNIT: any dwelling unit that is leased or sub-let by the owner to another party.

SINGLE-FAMILY DWELLING: building containing one dwelling unit, specifically for one family.



City of Jackson
80 West Ashley Street
Jackson, MN 56143
Phone (507) 847-4410
Fax (507) 847-5586

Complaint Form
(Residential Rental Properties)

Date: _____ License # _____ Complaint ID # (Staff) _____

Complainant Information

Name: _____ Phone Number: _____

Address: _____ City/State/Zip: _____

Violation Information (complete as much as possible)

Alleged Violator: _____ Phone Number: _____

Address: _____ City/State/Zip: _____

Date of Violation: _____

[] I have attached a copy of my written complaint that was sent to the violator on: _____

Details of Violation (attach pages as needed): _____

By signing, I certify that the above and any attached information as true and correct. I understand that if my complaint is found invalid, I may be assessed an inspection fee.

Signature

Date



City of Jackson
80 West Ashley Street
Jackson, MN 56143
Phone (507) 847-4410
Fax (507) 847-5586

Transfer of Ownership
(Residential Rental Properties)

Today's Date: _____ Date of Transaction: _____

Registered Owner Information

Name: _____ Phone: _____

Address: _____ City/State/Zip: _____

New Owner Information (please complete as much as possible)

Name: _____ Phone: _____

Address: _____ City/State/Zip: _____

Transferred Rental Unit Information (attach additional sheets as needed)

Unit Address (Example: 116 State St, #111)	Unit Type (single family, duplex, etc)	License #

Are there any current violations at the transferred unit(s)? Yes No
If yes, please list: _____

Do you have any outstanding rental unit fees or penalties? Yes No

I certify that the above and any attached information is true and correct.

Signature of Owner (Official Representative if Entity)

Date

Chapter 41 of the City of Le Center Code of Ordinances

LE CENTER HOUSING & RENTAL PROPERTY CODE

Article I. In General

- Sec. 41-1. Purpose.
- Sec. 41-2. Objectives.
- Sec. 41-3. Discrimination and Private Contracts.
- Sec. 41-4. Definitions.
- Sec. 41-5. Responsibility of Owners.
- Sec. 41-6. Joint Responsibility of Occupants and Owners.
- Sec. 41-7----41-40 Reserved.

Article II. Minimum Standards

- Sec. 41-41. Exterior Standards.
- Sec. 41-42. Minimum Plumbing Standards.
- Sec. 41-43. Minimum Electrical Standards.
- Sec. 41-44. Minimum Heating Standards.
- Sec. 41-45. Minimum Water Heating Standards.
- Sec. 41-46. Minimum Natural Light and Ventilation Standards.
- Sec. 41-47. Minimum Structural Standards.
- Sec. 41-48. Minimum Interior Standards.
- Sec. 41-49. Minimum Standards for Rodent Control.
- Sec. 41-50. Minimum Energy Standards.
- Sec. 41-50----41-80 Reserved.

Article III. Administration and Enforcement

- Sec. 41-81. Occupancy Standards.
- Sec. 41-82. Conduct on Registered Premises.
- Sec. 41-83. Registration of Rental Units.
- Sec. 41-84. Compliance Order.
- Sec. 41-85. Right of Appeal.
- Sec. 41-86. No Warranty by City.
- Sec. 41-87. Penalties.
- Sec. 41-88. Separability.

ADOPTED MAY 11, 2004/ PUBLISHED & EFFECTIVE MAY 20, 2004.

Article I. In General

Sec. 41-1. Purpose

The purpose of the Housing and Rental Property Code is to establish minimum standards, procedures, and enforcement for the protection of life, limb, health, property, safety, and welfare of the landowner, occupant, and general public.

Sec. 42-2. Objectives

The objectives of the Code include, but are not limited to, the following:

- a) Protection and preservation of the stability and residential character of residential areas of the City.
- b) The prevention and correction of housing conditions that adversely affect the life, safety, health, and general well being of persons occupying dwellings in the City.
- c) The prevention of the emergence of blighted and deteriorating housing in the City.
- d) The prevention of overcrowding of rental dwellings.
- e) The preservation of the value of land and buildings in the city.

Sec. 42-3. Discrimination and Private Contracts

This Ordinance shall be enforced in a non-discriminatory manner and exclusively for the purpose of promoting public welfare. Except as may be specifically provided herein or incidental to the enforcement hereof, this Ordinance is not intended to interfere with the personal privacy or with private legal rights and liabilities, including without limitation landlord/tenant relationship. Enacting and enforcing this ordinance, the City neither expressly nor by implication assumes any obligations or liabilities respecting such private rights or disputes, including those which involve or arise out of the non-conformity of any premise in the City to the provisions of this Ordinance.

Sec. 42-4. Definitions

- a) Dwelling – a building or a portion of a building designed for residential occupancy. The term includes single family, two family, and multiple family dwellings.

Whenever the word “dwelling” is used in this ordinance, it shall be construed as though the words “or any part thereof” followed it.

1) Single family = A dwelling designed exclusively for occupancy by one family. Manufactured homes (mobile homes) used as rentals are considered a single family unit.

2) Two family = A dwelling designed exclusively for occupancy by two families living independently of each other.

3) Multiple family = A dwelling or portion thereof containing three or more dwelling units.

b) Dwelling unit – One or more rooms connected together, constituting a separate, independent housekeeping unit for owner occupancy, or rental or lease on a weekly, monthly or longer basis. Each dwelling unit shall be physically separated and containing independent cooking, toilets, and sleeping facilities. Whenever the term “dwelling unit” is used in this Ordinance, it shall be construed as though the words “or any part thereof” followed it.

c) Rooming unit – Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

d) Owner, owner-operator, and manager – Any person, firm, or corporation who has actual possession of the dwelling unit; or in charge of the care or control of the dwelling unit.

e) Bedroom – A room within a dwelling unit that is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen, dining, and bathroom areas.

f) Family – An individual or two (2) or more persons related by blood, marriage, or adoption, including foster children. More than four (4) unrelated persons living in a dwelling unit shall not constitute a family.

g) Occupant – Any person (including owner or manager) living, sleeping, cooking, and/or eating in a dwelling unit.

h) Nuisance – for the purpose of this Ordinance, a nuisance shall be any of the following:

1) Any public nuisance known as common law or inequality jurisprudence, or recognized by Minnesota Statutes or local ordinances.

2) Any public nuisance which may prove detrimental to children whether in a building, on the premise of a building, or upon an unoccupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, or excavations; abandoned refrigerators and other appliances; unlicensed or inoperable motor vehicles; or any structurally unsound fences or structures; or any lumber, garbage, rubbish, fences or debris which may become a hazard for inquisitive minors.

3) Overcrowding a room with occupants.

4) Insufficient ventilation or illumination.

5) Inadequate or unsanitary sewage or plumbing facilities.

6) Unclean areas.

7) Any situation or activity that renders air, food, or drink unwholesome or detrimental to the health of human beings.

8) Any other activity or situation that is dangerous to human life, detrimental to health, or illegal.

i) Inspect on complaint – an inspection initiated by a complaint filed by the owner, tenant, neighbor, concerned individual, or the City.

j) Housing official – designated authority charged with the administration and enforcement of this code.

Sec. 41-5. Responsibility of Owners

The owner of a dwelling or dwelling units shall be responsible for the maintenance of the structure and for meeting the Minimum Standards of this Ordinance. Those responsibilities may not be abrogated by a private agreement.

Sec 41-6. Joint Responsibilities of Occupants and Owners

a) No owner, agent, or other occupant of any dwelling unit shall allow the accumulation or formation of dirt, filth, refuse, or rodent harborage on the premises which he/she occupies or controls in a manner that could create a health hazard to the dwelling occupants or the general public.

b) Nuisances – No owner, manager, or occupant of any dwelling unit shall allow the formation or presence of any nuisances (as defined) in or about the premise he/she occupies or controls.

Sec. 41-7----41-40. Reserved

Article II. Minimum Standards

Sec. 41-41 Exterior Standards

a) The foundation exterior walls and exterior roof shall be water tight, rodent proof, and maintained in good condition. Every window, exterior door, and hatchway shall be substantially tight and maintained in good condition. The foundation shall adequately support the building at all points. Exterior walls shall be maintained and kept free from dilapidation by cracks, tears, or breaks or from deteriorated plaster, stucco, brick, wood, or other material that is extensive and gives evidence of long neglect. The protective surface on exterior walls of a building above ground level shall be maintained in good condition, so as to provide a sufficient covering and protection of the structural surface underneath against its deterioration. Without limiting the generality of this section, a protective surface of a building shall be deemed to be out of repair if:

1. The protective surface is paint, which is blistered to an extent of more than twenty-five (25) percent of the area of any plane, wall, or other area including window trim, cornice members, porch railing, and other such areas.
2. More than ten (10) percent of the pointing of any chimney or twenty-five (25) percent of the pointing of any brick or stone wall is loose or has fallen out of place.
3. More than twenty-five (25) percent of the finish coat of a stucco wall is worn through or chipped away.
4. Any exterior surface or plane required to be repaired under the provisions of this section shall be repaired in its entirety. If a weather resistant surface such as brick, plaster, or metal is covered with paint that is more than twenty-five (25) percent blistered, it shall be repaired unless the defective paint covering is removed in its entirety.

(b) Accessory structure Maintenance

1) Accessory structure supplied by the owner, operator, or occupant on the premises of a dwelling shall be structurally sound, and maintained in good condition. Exterior walls, foundations, roofs, and exits of an accessory structure shall be maintained in accordance with the standards set forth for in subdivision 1a.

(c) Fence Maintenance

1) Fences shall be maintained in good condition both in appearance and in structure. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. If twenty-five (25) percent or more of the painted surface of a fence is determined by the Housing Official to be paint blistered, the surface shall be properly scraped and repainted.

(d) Retaining Walls

1) Retaining walls shall be kept in good condition, repair, and appearance. A retaining wall shall be deemed out of repair when it has substantially shifted or slumped out of its original design position.

(e) Yard Cover

1) All exposed areas surrounding (or within) a principle or accessory use, including street boulevards which are not devoted to parking, drives, sidewalks, patios, or other such uses, shall be landscaped with grass, shrubs, trees, or other ornamented landscape material and shall be maintained to prevent erosion from wind and/or water runoff. Such shall be maintained in good condition and free of noxious weeds. Grass and weeds may not exceed six (6) inches in height at any time.

(f) Gutters and Downspouts

1) Existing gutters, leaders, and downspouts shall be maintained in good working condition as to provide proper drainage of storm water. In no case shall storm water be channeled into sanitary sewer system. Neither shall storm water, ice, or snow be directed into, or channeled across walkways or streets where it is likely to be a hazard to life or health.

(g) Exterior Lighting

1) For multiple family dwellings, all exterior parking areas shall be provided with an average, maintained, horizontal illumination of six-tenths (0.6) foot candles. Parking lot illumination shall not be directed onto a public street or adjoining property.

(h) Snow and Ice removal

1) The owner of a dwelling shall be responsible for cleaning and maintaining all walks, drives, and parking areas, and kept free of any ice or any snow accumulations of two (2) or more inches within twenty-four (24) hours of the storm's completion.

(i) Driving and Parking Areas

1) The owner of a multiple family dwelling shall be responsible for providing and maintaining paved and delineated parking areas and driveways for occupants. The owner shall also provide one (1) off street parking space for each dwelling unit.

2) Parking spaces, areas and driveways on the property must be improved with an impervious, all-weather surface. For the purposes of this Ordinance, a gravel surface is considered one-hundred percent (100%) impervious. Permits are required for new impervious surfaces as to comply with the Le Center zoning regulations on maximum allowable impervious surface on a lot.

(j) Facilities for Storage and Disposal of Refuse

1) Every owner of a residential property shall be responsible for providing and maintaining facilities for the storage and disposal of refuse and for arranging regular collection of this material.

(k) Grading and Drainage

1) Every yard, court, or passage on the premises on which a dwelling stands must be maintained in a manner to prevent the excessive accumulation of standing water which constitutes a detriment to the health and safety of the occupants or the general public.

Sec. 41-42. Minimum Plumbing Standards

a) All plumbing in every dwelling unit and all shared or public areas shall be properly installed and maintained in a sanitary, safe, and functioning condition.

b) Every fixture, facility, or piece of equipment requiring a sewer connection shall have a functioning connection, free from defects, leaks, or obstructions. Each sewer connection shall possess sufficient capacity to drain all other fixture, facilities, or pieces of equipment which feed into it. The sewer system must be capable of conveying all sewage into the municipal sanitary sewer system.

c) Every fixture, facility, or piece of equipment requiring a water connection shall have a functioning connection, free from defects, leaks, or obstructions. Each water connection shall possess sufficient capacity to adequately supply all fixtures, facilities, or

piece of equipment to which it is connected with an uncontaminated, controllable flow of water.

Sec. 41-43 Minimum Electrical Standards

a) Every dwelling unit and all public areas shall be supplied with electric service, functioning over-current protection devices, electric outlets, and electric fixtures that are properly installed and maintained in a safe working condition. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

b) Dwellings containing one or two dwelling units shall have at least the equivalent of sixty (60) ampere, electric service per unit.

c) Dwelling units shall have at least one fifteen (15) ampere branch electric circuit for each six hundred (600) square feet of dwelling unit floor area.

d) Every habitable room shall have at least one floor or wall-type electric convenience outlet for each sixty (60) square feet or fraction thereof the total floor area, and in no case less than two (2) such electric outlets. Temporary wiring, extension cords, or drop cords shall not be used as permanent wiring. In cases where more than two (2) outlets are required, one ceiling or wall-type light fixture maybe substituted for one required outlet.

e) Every water closet compartment, bathroom, kitchen, laundry, and furnace room shall contain at least one supplied ceiling or wall-type electric light fixture. Every bathroom and laundry room shall contain at least one convenience outlet.

f) Every public hall and stairway in every multiple family dwelling shall be adequately lighted by natural or electric light at all times. Public halls and stairways of multiple dwellings containing less than two (2) dwelling units may have switches located at all entrances to control the lighting.

g) A convenient switch controlling the light shall be located at all points of entry for all dwellings.

h) Approved weather proof exterior electrical outlets shall be provided. No electrical drop cords, extension cords, or electrical wires shall extend across a walkway or driveway, or otherwise create a hazard to pedestrians or vehicles.

Sec. 41-44. Minimum Heating Standards

a) All dwellings shall have primary heating facilities that are properly installed and maintained in a safe, efficient working condition. The heating facilities shall be capable of maintaining an indoor temperature of sixty-eight (68) degrees Fahrenheit in all rooms, including bathrooms and closets.

b) Gas or electric appliances designed specifically for cooking or water heating purposes, and portable heating equipment are not considered primary heating facilities within this section.

c) No owner or occupant shall install, operate, or use a heater employing a flame that is not installed and maintained in accordance with manufacturer's specifications and applicable State Codes.

d) Whenever the occupant lacks direct control over the primary heating facility to his/her dwelling unit, it shall be the responsibility of the owner to maintain minimum heating standards as described in this section.

Sec. 41-45. Minimum Water Heating Standards

Every dwelling unit shall have supplied water heating facilities that are properly installed and maintained. The water heating facilities shall be capable of maintaining a water temperature of one hundred and ten (110) degrees Fahrenheit at anytime needed.

Sec. 41-46. Minimum Natural Light and Ventilation Standards

Every habitable room shall have window area of no less than eight (8) percent of the floor area and at least one (1) window facing directly outdoors that can be easily opened. At minimum, the total open-able window area of every habitable room shall be four (4) percent of the floor area of the room and in no case less than four (4) square feet. In lieu of natural ventilation, a mechanical venting system maybe provided which is capable of providing two air changes an hour, with twenty (20) percent of the air supply being taken of outdoors. All non-habitable rooms (bathroom, water closet compartment, laundry, and utility room) shall have at least fifty (50) percent of the open-able window requirement, otherwise appropriate for the floor area. No windows are required if the rooms are vented by a mechanical ventilation system that is capable of providing five (5) air changes in an hour.

Sec. 41-47. Minimum Structural Standards

a) Floors, Interior Walls, and Ceilings: Every floor, interior wall, and ceiling shall be adequately protected against the passage and harborage of vermin, rodents, and insects. Every floor shall be free of lose, warped, protruding, or rotten flooring materials and all floor covering shall be maintained in good condition. Every interior wall and ceiling shall be free of holes, cracks, loose plaster, and blistered paint and shall be maintained in good condition. Lead based paints classified toxic to children shall not be used on the walls or molding of surfaces. Every toilet room, bathroom, and kitchen floor surface shall be maintained in good condition.

b) Stairways, Porches, and Balconies: Every stairway, inside or outside of a dwelling, and every porch or balcony, shall be kept in safe condition and in good maintenance. Every stairwell and flight of stairs shall be free of any structural deterioration. Every stairwell or flight of stairs containing more than three (3) steps shall have at least one handrail approximately thirty to thirty-eight (30-38) inches high, measuring vertically from the nose of the stair tread to the top of the handrail. All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or floor below, and roofs used other than service of the building shall be protected by a guardrail. Guardrails shall be not less than thirty-six (36) inches in height. Open guardrails and open stair railing on unenclosed stairways shall have intermediate rails that do not allow a sphere four (4) inches in diameter to pass through. Every handrail and balustrade shall be firmly fastened and maintained in good condition. A flight of stairs that has settled out of its intended position, or pulled away from the supporting or adjacent structures enough to cause a hazard, must be repaired. No flight of stairs shall have rotten, loose, or deteriorating supports. Excluding spiral and winding stairways, the treads and risers of every flight of stairs shall be uniform in width and height. Stairways shall be capable of supporting loads that normal use may cause to be placed thereon. The minimum dimensions that will be accepted for existing stairways are as follows: rise not to exceed eight (8) inches in height, run of treads to be not less than nine (9) inches in depth.

c) Windows, Doors, and Screens: Every window, exterior door, and hatchway shall be substantially tight and shall be kept in good condition. Every window, other than a fixed window or storm window, shall be capable of being easily opened. Every window, or other device with opening to outdoor space, which is used or intended to be used for ventilation shall be supplied with sixteen (16) mesh screens. All windows on basement or first levels shall have proper locking devices to prevent opening from the outside. All doors and window frames shall be free of blistered paint and shall be maintained in good condition. All door and window hardware and locks shall be functional and maintained in good condition.

d) Safe Building Elements: Every roof, floor, porch, balcony, stairway, and every appurtenance thereto, shall be safe to use and capable of supporting loads that normal use may cause to be placed thereon.

e) Access to Dwelling: Access to and egress from each dwelling shall be provided by at least one doorway that is a minimum of thirty-six (36) inches wide and eighty (80) inches high.

f) Minimum Ceiling Height: The ceiling height of any habitable room shall be at least seven (7) feet; except that in any habitable room under a sloping ceiling, at least one-half (1/2) of the floor area shall have ceiling height of at least seven (7) feet, the floor area of that part of such a room where the ceiling height is less than five (5) feet shall not be considered as part of the total floor area.

g) Rooms Below Grade: A room located partly or wholly below grade may be used as a habitable room of a dwelling unit provided all of the requirements of this ordinance is met. If a room below grade is used for sleeping purposes, an emergency escape or egress must be provided. Acceptable means of egress include:

1) Escape or rescue window with a minimum net clear open-able area of 5.7 square feet. The minimum net clear open-able height dimension shall be twenty-four (24) inches. The minimum net clear open-able width dimension shall be twenty (20) inches. The finished sill height shall not exceed forty-four (44) inches above the floor.

2) Exterior-type door or hatch shall meet the same minimum requirements as specified above.

h) Doors, Locks, and Security: all doors leading to public or shared areas from all dwelling units shall be provided with a single cylinder deadbolt lock, which must be capable of being lock from the interior and exterior of the said unit. For purpose of this section, a "deadbolt lock" is a locking bolt, which, when in the locking position, can only be moved positively by turning a knob or key. Deadbolt locks having a bolt moved by turning a key shall be of the five-pin tumbler type or an approved equivalent. Lock throw shall be not less than three-quarter (3/4) of an inch.

Sec. 41-48. Minimum Interior Standards

a) Kitchen Facilities: Every kitchen in every dwelling unit shall include the following:

1. A kitchen sink in good working condition and properly connected to an approved water supply system. It shall provide at all times an adequate amount of heated and unheated running water pressure and be connected to an approved sewer system.

2. Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils, and of food that does not require refrigeration for safekeeping; and a counter or table for food preparation. Said cabinet and/or shelves and counter or table shall be structurally sound and furnished with surfaces that are easily cleaned.

3. A stove and a refrigerator which are properly installed with all necessary connections for safe, sanitary, and efficient operation. Provided that such stove, refrigerator, or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator, or similar devices must be provided.

b) Toilet Facilities: Within every dwelling unit, there shall be a non-habitable room with an entrance door that provides privacy to a person in the said room. The room shall have a flush water closet in good working condition. The flush water closet shall be equipped with easily cleanable surfaces. It shall be connected to an approved water system and sewer system.

c) Lavatory Sink: Within every dwelling unit, there shall be a lavatory sink. It may be located in the same room as the flush water closet, or located in another room. The lavatory sink shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and properly connected to an approved water and sewer system.

d) Bathtub or shower: Within every dwelling unit, there shall be a non-habitable room that provides privacy to a person within said room. The room shall be equipped with a bathtub and/or shower in good working condition. The bathtub and shower may be in the same room as the flush water closet, or in another room. The said bathtub and shower shall be connected to an approved water and sewer system.

Sec. 41-49. Minimum Standards for Rodent Control

a) All openings in the exterior walls, foundations, basements, ground or first floors, and roofs shall be rodent-proofed in a manner approved by the Housing Official.

b) All windows used or intended to be used for ventilation, all other openings, and all exterior doorways which might provide an entry for rodents and insects; shall be supplied with adequate screens or such other devices as will effectively prevent the entrance of rodents and insects into the structure.

c) All sewers, pipes, drains or conduits and openings around such pipes and conduit shall be constructed to prevent the ingress or egress of rodents and insects to or from a building.

d) Interior floors of basements, cellars, and other areas in contact with the soil shall be rodent-proofed in a manner approved by the Housing Official.

Sec. 41-50. Minimum Energy Standards

a) Weatherization Requirements: All dwellings that are renter occupied during all or a portion of the months of November through April shall comply with the following weatherization requirements:

1) Install weather stripping between exterior operable window sash and frames and between exterior doors and frames. Weather stripping is not required on storm doors or storm windows.

- 2) Caulk, gasket, or otherwise seal accessible exterior joints between foundation and rim joist; around window and door frames; between wall and roof; between wall panels; at penetrations for utility services through walls, floors, roofs, and all other openings in the exterior envelope.
- 3) Install storm windows on all single glazed exterior window units enclosing conditional space.
- 4) Install storm doors on all exterior door openings into conditioned spaces unless a single door, enclosed porch, vestibule, or other appurtenances provides a double door effect or provides an "R" value of two (2) or more.
- 5) Install positive shut-off for all fireplaces or fireplace stoves, unless an existing damper provides a positive shut-off.
- 6) Install insulation in attic to achieve a minimum total "R" value of the insulation of R-19. If there is insufficient space for the installation of the recommended "R" value, then the available space shall be installed to capacity. Attic access panels must be installed to a minimum of R-38 for ceiling panels and R-19 for wall panels, and must be weather-stripped (as stated in 7674.0600 Subp. 11 D).
- 7) Install insulation in walls and floors enclosing conditioned spaces to achieve a minimum total "R" value of the insulation of R-19 (as stated in 7674.0600 Subp. 3 A). Accessible walls shall not include above grade foundation walls of basements. If there is insufficient space for the installation of the required "R" value, then the available space shall be insulated to capacity.

Sec. 41-50---41-80 Reserved

Article III. Administration and Enforcement

Sec. 41-81. Occupancy Standards

- a) Notwithstanding any private agreements between the landlord and occupant providing for more restrictive occupancy standards, the maximum occupancy standards shall be:
 1. No more than 4 persons unrelated by blood, marriage or adoption, including foster children shall occupy a dwelling unit.

2. The Maximum number of occupants in any rental dwelling unit shall not exceed two persons per 70 square foot bedroom, with each additional person beyond two in that room requiring an additional 50 square feet of space each.
3. The owner or manager must advise the occupant, in writing, the maximum number of occupants permitted in occupied premises.

Sec. 41-82. Conduct on Registered Premises

a) It shall be the responsibility of the owner to take appropriate action following conduct by occupant(s) or guests of the occupant(s), which is in violation of any of the following statutes or ordinances:

- 1) Minnesota Statue 609.75 through 609.76, which prohibits gambling.
- 2) Minnesota Statue 609.321 through 609.324 which prohibit prostitution and acts relating thereto.
- 3) Minnesota Statue 152.01 through 152.025, and 152.027 subdv.1 & 2, which prohibit the unlawful sale of or possession of controlled substances.
- 4) Minnesota Statue 340A.401, which regulates the unlawful sale of alcoholic beverages.
- 5) Minnesota Statue 609.33, which prohibits owning, leasing, operating, managing, maintaining, or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house.
- 6) Minnesota Statue 609.72, which prohibits disorderly conduct.
- 7) Le Center City Code 803.02, prohibiting public nuisance noises, and 801.02 of the City Code which prohibits public nuisances.
- 8) Minnesota Statue 609.221, 609.222, 609.223, 609.2231, and 609.224 regarding assaults in the first, second, third, fourth, and fifth degree.

b) The Le Center Police shall be responsible for enforcement and administration of this section.

c) Upon determination that a registered premise or a dwelling unit was involved in a violation of subdivision (1), the Le Center Police shall notify the owner by first class mail of the violation and direct the owner to take steps to prevent further violations. A copy of said notice shall be sent by first class mail to the occupant in violation of subdivision 1.

Sec. 41-83. Registration of Rental Units

a) General Rule. It is unlawful to operate a rental dwelling without first having registered the rental dwelling with the City of Le Center.

b) Registration Phase-in policy: Commencing on 1/1/05 initial registration according to Subdv. 3 will begin. All rental units shall be registered by 7/1/05.

c) Application. The owner of a rental dwelling must complete an application for registration. The applications are to be filed with the City Clerk and include:

- 1) Name, address, and telephone number of dwelling owner, owning partners if partnership, corporate officers if a corporation.
- 2) Name, address, and telephone number of designated representative, if any.
- 3) Legal address of dwelling.
- 4) Number of housing units within the building.
- 5) Maximum Occupancy

d) Notice of Change. The registrant shall give notice in writing to the City Clerk within five days after any change of information in Subdv. 3. Notice of transfer or ownership is governed by subdivision 5.

e) Transfer. The registrant shall give notice in writing to the City Clerk within five business days after legally transferred or otherwise disposed of the effective control of a registered rental dwelling. The notice must include the name and address of the person succeeding to the ownership or control of the rental dwelling or dwellings. For purpose of this subdivision the term "effective control" means that control exercised over property by a business proprietor, whether as owner or lessee or by an owner or lessee of another property.

f) Enforcement/ Inspection Authority. The housing official administers and enforces the provisions of this section. The housing official shall inspect on complaint. Inspections must be conducted during reasonable daylight hours. The housing official must present evidence of official authority to the occupant in charge of a registered rental dwelling.

g) Inspection Access. If an owner, occupant, or other person in charge of a rental dwelling registered under this section fails or refuses to permit free access and entry for inspection purposes, the housing official may, upon a showing of probable cause, obtain orders from a court of competent jurisdiction for the inspection.

Sec. 41-84. Compliance Order

a) Whenever the housing official determines that any dwelling, dwelling unit, rooming unit, or the premises surrounding any of these, fails to meet the provisions of this ordinance, the housing official may issue a "Compliance Order" setting forth the violations of the ordinance and ordering the owner, occupant, manager, or agent to correct such violations. This Compliance Order shall:

1. Be in writing.
2. Describe the location and nature of the violation(s) of this ordinance.
3. Establish a deadline for the corrections of such violation(s) to be completed.
4. Be served upon the owner or his/her agent or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if this copy thereof is:
 - i) Served upon him/her personally; or
 - ii) Deposited in the United States Post Office addressed to the owner at his/her last known address with postage prepaid; or
 - iii) Upon failure to affect notice by personal service or by mail; posted at a conspicuous place in or about the dwelling which is affected by the notice.

Sec. 41-85. Right of Appeal

Any person aggrieved by a Compliance Order may appeal the Compliance Order to the City Council. Such appeals must be in writing, must specify the grounds for the appeal, and must be filed with the City Clerk within ten (10) business days after service of the Compliance Order.

Sec. 41-86. No Warranty By City

By enacting and enforcing this ordinance, neither the City of Le Center, its Council, agents, or employees warrant or guarantee the safety, fitness, or suitability of any dwelling in the City; and any representation to the contrary by any person is a misdemeanor. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

Sec. 41-87. Penalties

Any person who fails to comply with a Compliance Order within the time limits specified therein and any person who violates any of the provisions of this ordinance by doing any act or omitting to do any act which constitutes a breach of any section of this ordinance shall, upon conviction thereof, be guilty of a misdemeanor and subject to a fine or imprisonment as prescribed by State Law. Each day of such failure to comply shall constitute a separate punishable offense.

Sec. 41-88. Separability

It is hereby declared to be the intention of the City that the separate provisions of this ordinance are separable in accordance with the following:

- a) If any court of law shall judge any provision of this ordinance to be invalid, such judgment shall not affect any other provision of this ordinance not specifically included in said judgment.
- b) If any court of competent jurisdiction shall judge invalid the application of any provision of the ordinance to a particular property, building, or structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

ADOPTED MAY 11, 2004/ PUBLISHED & EFFECTIVE MAY 20, 2004.

City of Barrett, County of Grant, State of Minnesota

**SECTION XV.
RENTAL HOUSING**

- 15.00A**Purpose
- 15.01A**Intent
- 15.02A**Definitions
- 15.03A**Registration Requirements
- 15.04A**Inspection Requirements
- 15.05A**Failure to Grant Registration, Revocation or Suspension of Registration
- 15.06A**Transfer of Property
- 15.07A**Summary Action
- 15.08A**Applicable Law
- 15.09A**Violations, Injunctive Relief
- 15.10A**Severability Clause
- 15.11A**Penalty
- 15.12A**Conduct
- 15.13A**Obligations

15.00APURPOSE

The City Barrett recognizes the need for an organized program of residential units within the City in order to meet City and State safety, health, fire and zoning rules and to also develop a registration requirement with a listing of all renters living within the city limits.

15.01AINTENT

It is the intent of this Ordinance that a permanent mode of protecting and regulating the living conditions of citizens of the City of Barrett be established; and that uniform standards be established and applicable for all rental dwellings within the City.

15.02ADEFINITIONS

For purpose of this Ordinance, the following definitions shall apply:

- A. Rental Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit.
- B. Dwelling shall mean any building, including a manufactured home (mobile home), which is to be used for living or sleeping by human occupants.
- C. Rental shall mean the leasing of a housing/rental unit to a non-owner for a fixed or non-fixed period of time, and shall include any agreement, written or oral, for which goods or services are rendered.

15.03 AREGISTRATION REQUIREMENTS

No person shall occupy, allow to be occupied or let to another person for occupancy any house/rental unit with the City of Barrett for which a house/rental unit registration has not been issued by the City Council, or their designee. An application for registration shall be made upon forms furnished by the City for such purpose and shall specifically require the following minimum requirements:

- A. Name, address, phone number, and fax number (if applicable) of the property owner;
- B. Name, address, phone number, and fax number (if applicable) of the designated local property manager, if deemed necessary by the City Council.
- C. The street address of the rental property.
- D. The number and types of units within the rental property (dwelling units or sleeping rooms).

15.04 AINSPECTION REQUIREMENTS

The City of Barrett reserved the right to request inspections of rental property as deemed necessary by City Council or their designees for reasons of health, safety or fire concerns.

15.04 AFAILURE TO GRANT REGISTRATION, REVOCATION OR SUSPENSION OF REGISTRATION:

- A. The City reserved the right to not register a unit unless the rental unit or units for which registration is sought complied with the requirements of this Ordinance. The Council also reserves the right to revoke or suspend registration due to failure to comply with the requirements of this Ordinance.
- B. The City Council, or their designee, shall notify, in writing, the applicant that their registration has been denied, or the owner that his/her registration is being suspended or revoked. The suspension or revocation shall occur thirty-five (35) days after the date of the order, or at such later date as set out in the order.
- C. The owner, or designated local manager, shall have the right to request a hearing before the City Council by filing a written appeal from the order at the office of the City Clerk within fifteen (15) days of the date of the order. The timely filing of the written appeal shall stay the enforcement of the order until the appeals process is completed.
- D. The hearing shall be set no earlier than ten (10) days, and no later than thirty (30) days, after the filing of the written appeal. The owner and his/her local manager shall be given at least seven (7) days' written notice of the time and date of the hearing. All parties involved may obtain legal counsel and present any evidence at the hearing.

15.05 TRANSFER OF PROPERTY

Every new owner of a rental shall be required to furnish to the City of Barrett their name, address and phone and the name address and phone number of their designated local manager before taking possession of the rental property upon closing of the transaction. If any change in the type of occupancy as originally registered in contemplated by the new owner, a new registration application will be required.

15.06 SUMMARY ACTION

When conduct of any owner or their agent, representative or lessee, or the condition of their rental dwelling or rental unit is detrimental to the public health, sanitation, safety and general welfare of the community at large, or residents of the rental units so as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and thus, give rise to an emergency, the City Council, or their designee shall have the authority to summarily condemn or close off individual rental units or such areas of the rental dwelling as necessary. Notice of summary condemnation shall be posted at the units or areas affected and shall indicate the units or areas affected. No person shall remove the posted notice, other than the City Council, or their designee.

15.07 APPLICABLE LAWS

Owners shall be subject to all the ordinances of the City of Barrett and the State of Minnesota relating to rental dwellings and zoning, and this Ordinance shall not be construed or interpreted supersede or limit any other such applicable ordinance or law.

15.08 VIOLATIONS, INJUNCTIVE RELIEF

Nothing in this Ordinance shall prevent the City from taking affirmative action under any of its City Ordinance for violations thereof to seek either injunctive relief or criminal prosecution for such violations in accordance with the terms and conditions of the particular ordinance under which the City would proceed against the property owner, designated local manager or occupant of any residential rental dwelling unit covered by this rental ordinance. Nothing contained in this Ordinance shall prevent the City from seeking injunctive relief against a property owner or designated local manager, who fails to comply with the terms and conditions of this Ordinance. The City Council shall have the right to obtain an order closing rental units until violations of this particular Ordinance have been remedied by the property owner or designated local manager.

15.09 ASEVERITY CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

15.10 APENALTY

A violation of this section is a misdemeanor under Minnesota law and is subject to the penalties and provisions of Ordinance 10.99.

15.11 ACONDUCT

The license holder shall be responsible to cause persons occupying the dwelling unit to conduct themselves in such a manner as to not cause the premises to be disorderly. The definition of disorderly shall be as contained in Minnesota Statutes §609.72.

15.12 AOBLIGATIONS

The licensee shall be responsible for the City sewer, water and garbage bills and whether or not, the tenant pays the bills, the services shall be shut off pursuant to City policy, and if they remain unpaid, after the tenant has been evicted or otherwise vacated the premises, the licensee shall be required to pay the outstanding bill in full, before the premises will be allowed to be reoccupied.

*HOUSING MAINTENANCE AND OCCUPANCY***§ 150.085 PURPOSE.**

(A) The purpose of this subchapter is to protect the public health, safety, and general welfare. These general objectives include, among others, the following:

- (1) Protect the character and stability of residential areas within the city;
- (2) Correct and prevent housing conditions likely to adversely affect the well-being of persons occupying dwellings within the city;
- (3) Provide minimum standards for cooling, heating, sanitary equipment, light and ventilation;
and
- (4) Prevent the overcrowding, slums and blight, and preserve the value of land and buildings.

(B) It is not the intention of the city to intrude upon the contractual relationship between tenant and landlord, to intervene as an advocate of either party, to act as an arbiter, or to deal with complaints covered by this subchapter.

(1993 Code, § 1335.01) (Ord. 08-003, passed 4-22-2008)

§ 150.086 APPLICABILITY.

Every building and its premises used in whole or in part as a home or residence or as a residential accessory structure. If a provision of this subchapter is in conflict with state codes, the state codes will govern.

(1993 Code, § 1335.02) (Ord. 08-003, passed 4-22-2008)

§ 150.087 ADOPTION OF PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code, the most current edition, as published by the International Code Council, is adopted by reference in its entirety, except as modified or amended in this subchapter. Nothing in this subchapter or the International Property Maintenance Code shall be construed to cancel, modify, or set aside any other provision of this code of ordinances.

(Ord. 08-003, passed 4-22-2008)

§ 150.088 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY STRUCTURE. A structure subordinate to a principal dwelling not authorized to be used for living or sleeping by human occupants.

APARTMENT BUILDING. A structure designed to accommodate 3 or more dwelling units.

COMPOSTING. Accumulation of yard waste to be decomposed.

DWELLING, DWELLING UNIT, PREMISES, or STRUCTURE. Deemed to be followed by the words Aor any part thereof. @

DWELLING UNIT. A single residential accommodation intended for use as a domicile for 1 family. Where a private garage is structurally attached, it will be considered as part of the building in which the **DWELLING UNIT** is located.

DWELLING. Building, or portion thereof, designed or used predominantly for residential occupancy of a continued nature, including 1-family dwellings, 2-family dwellings, apartment buildings and rooming units, but excluding hotels and motels.

ENFORCEMENT OFFICIAL. The City Manager and designated agents authorized to administer and enforce this subchapter.

FAMILY or HOUSEHOLD. One person or 2 or more persons each related to the others by blood, marriage, adoption, or foster care, or a group of not more than the owner of a residence plus 3 persons not so related occupying the residence and maintaining a common household and using common cooking and kitchen facilities.

GARBAGE. Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, or consumption of food.

HABITABLE BUILDING. Any building or part thereof that meets minimum standards for a dwelling.

HABITABLE ROOM. Room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets, and required exits), pantries, utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, workshops, and hobby and recreation areas in parts of the structure below ground level or in attics.

HEATED WATER. Water heated to a temperature of not less than 120EF, or the lesser temperature required by government authority, measured at faucet outlet.

KITCHEN. A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

OCCUPANT. Any person (including owner or operator) living, sleeping, cooking, and eating in a dwelling unit or living and sleeping in a rooming unit.

OPERATOR. The owner or agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.

OWNER. Any person who owns a dwelling. Any person representing an owner must comply with the provisions of this subchapter to the same extent as the owner.

PERMISSIBLE OCCUPANCY. The maximum number of persons permitted to reside in a dwelling unit or rooming unit.

PERSON. An individual, firm, partnership, association, corporation, or joint venture or organization of any kind.

PREMISES. A parcel of land which includes a dwelling.

RECYCLABLES. Materials which may be recycled or reused through recycling processes, including metal beverage containers, glass, newsprint, plastic bottles with necks, corrugated cardboard, magazines, catalogs, phone books and any other materials designated as recyclables by City Council resolution.

REFUSE. All putrescible and non-putrescible waste solids, including garbage and rubbish.

RENTAL UNIT. A dwelling or dwelling unit let for rent or lease.

REPAIR. To restore to a sound and acceptable state of operation, serviceability, or appearance.

RODENT HARBORAGE. Any place where rodents can live, nest, or seek shelter.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

SAFETY. The condition of being reasonably free from danger and hazards which may cause accidents or disease.

SUPPLIED. Paid, furnished, or provided by, or under the control of, an owner or operator.

TOILET. A toilet, with a bowl and trap made in 1 piece, which is connected to the city water and sewer systems or other approved water supply.
(1993 Code, § 1335.03) (Ord. 08-003, passed 4-22-2008)

§ 150.089 RESPONSIBILITIES OF OWNERS AND OCCUPANTS.

No owner or other person may occupy or let to another person any dwelling, unless it and the premises are clean, sanitary, fit for human occupancy, and comply with all applicable requirements of the city code and state and federal laws and regulations.
(1993 Code, § 1335.04) (Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.090 REFUSE AND RECYCLABLES.

Every occupant must store and dispose of or recycle all refuse and recyclables in a clean, sanitary, and safe manner as prescribed by city ordinances. Every owner of an apartment building must supply facilities for the sanitary and safe storage and/or disposal or recycling of refuse and recyclables. The storage of refuse and recyclable collection items may not be kept in the front yard setback without approved screening or fencing.
(1993 Code, § 1335.07) (Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.091 WOOD STORAGE.

Wood used for fireplaces must be stacked in a location other than the front yard setback.
(1993 Code, § 1335.08) (Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.092 STORM AND SCREEN DOORS AND WINDOWS.

The owner of a rental unit is responsible for providing and hanging all screens and storm doors and storm windows required under this subchapter.
(1993 Code, § 1335.09) (Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.93 EQUIPMENT AND FACILITIES.

No person may occupy, or let to another for occupancy, any dwelling or dwelling unit which does not comply with all of the following:

- (A) *Sump Pumps.*

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(1) *Purpose.* The discharge of water from roofs, surfaces, groundwater sump pumps, footing tile, swimming pools, or other flow of precipitation into the city system results in flooding and overloading of the sanitary sewer system. When this water is discharged into the sanitary sewer system, it is treated at the sewage treatment plant, resulting in very large and needless expenditures. The City Council, therefore, finds it in the best interest of the city to prohibit such discharges.

(2) *Discharge prohibited.* No water from any roof, surface, groundwater sump pump, footing tile, swimming pool, or other flow of storm water shall be discharged into the sanitary sewer system. Dwellings and other buildings and structures which require, because of infiltration of water into basements, crawl spaces, and the like, a sump pump discharge system, may have a permanently installed discharge line which shall not at any time discharge water into the sanitary sewer system. A permanent installation shall be one which provides for year round discharge capability to either the outside of the dwelling, building, or structure, or is connected to city storm sewer or discharge through the curb and gutter to the street. Inside piping shall be rigid pipe with fixed joints, pvc or equivalent.

(3) *Disconnection.* Before December 31, 1999, any person, firm, or corporation having a roof surface, groundwater sump pump, footing tile, or swimming pool now connected and/or discharging into the sanitary sewer system shall be disconnected from the sanitary sewer and redirected in an effective, professional manner. Unless inspected prior to then, they may have 45 days to make the disconnection.

(4) *Inspection.* Every person owning improved real estate that discharges into the city's sanitary sewer system shall allow an employee of the city or a designated representative of the city to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. In lieu of having the city inspect their property, any person may furnish a certificate from a licensed plumber certifying that their property is in compliance with this subchapter.

(5) *Correction period - Reinspection.* Properties which fail during the first inspection shall be re-inspected within 45 days to allow corrections to be completed. If property fails the re-inspection, the \$100 per month surcharge shall be imposed on every sewer bill until compliance is achieved.

(6) *Future inspections.* Each sump pump or sump pump basket installation identified will be re-inspected periodically.

(7) *New construction.* All new dwellings with sumps for which a building permit is issued after adoption of this subchapter, shall have a pump and shall be piped to the outside of the dwelling, in accordance with this subchapter, before a certificate of occupancy is issued.

(8) *Surcharge.* A surcharge of \$100 per month is hereby imposed on every sewer bill mailed, after a 30-day grace period following inspection or confirmed attempt at inspection, to property owners who are not in compliance with this subchapter or who have refused to allow their property to be inspected to determine if there is compliance. All properties found during periodic re-inspection to have violated this ordinance will be subject to the \$100 per month surcharge for all months between the two most recent inspections.

(9) *Winter discharge.* The City Manager's office is authorized to issue a permit to allow a property owner to discharge surface water into the sanitary sewer system. The permit shall authorize such discharge only from November 15 to March 15 and a property owner is required to meet at least one of the following criteria in order to obtain a permit:

(a) The freezing of the surface water discharge from the sump pump or footing drain is causing a dangerous condition, such as ice buildup or flooding, on either public or private property.

(b) The property owner has demonstrated that there is a danger that the sump pump discharge pipes will freeze up and result in either failure or damage to the sump pump unit or cause basement flooding.

(c) The water being discharged from the sump pump or footing drain cannot be readily discharged into a storm drain or other acceptable drainage system.

(B) *Manual and automatic check valves.* Check valves if necessary to prevent sewer back-flow. Prior to the closing of the sale of a dwelling, the seller shall request that a sanitary sewer line to the main street line be inspected for manual and automatic check valves. If the Compliance Officer determines that both manual and automatic check valves are necessary to prevent back-flow, the situation must be corrected before the dwelling is considered in compliance to be sold.

(Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.094 GENERAL REQUIREMENTS.

No person may occupy or let to another for occupancy any dwelling or dwelling unit which does not comply with the following:

(A) *Fence maintenance.* Fences may consist only of metal, wood, masonry, or other decay resistant material, maintained in good condition both in appearance and in structure, solely on the owner's property, with all wood material other than decay resistant varieties with paint or other preservatives. Painting is required if 25% or more of the exterior surface is unpainted or determined by the Compliance Official to be paint blistered, and repair is required if 25% or more of the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out. Posts and framework must face the owner's property, with the finished material facing the street or adjacent property.

(B) *Accessory structure maintenance.* Painting is required if 25% or more of the exterior surface is unpainted or determined by the Compliance Official to be paint blistered, the surface must be painted and repair is required. If 25% or more of the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out.

(C) *Grading and drainage.* Every yard, court, passageway and other portions of the premises must be graded and drained so as to be free of standing water. Draining cannot impact neighboring properties as specified in § 152.177(H).

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(D) *Unit below grade.* No space located more than 4 feet below grade may be used as a habitable room of a dwelling unless approved by the Building Official.

(E) *Yard cover.* Every yard of premises on which a dwelling stands must be covered by lawns and/or ground cover of vegetation, gardens, hedges, shrubbery or related decorative materials and must be maintained. No land owner may permit or maintain on the land any growth of weeds, grass, brush or other rank vegetation to an average height greater than 6 inches, any accumulation of dead weeds, grass or brush, or any noxious weeds or plants as defined by the Minnesota Department of Agriculture.

(F) *Composting.* Composting is permitted only if:

(1) It is conducted in enclosed containers not over 5 feet in height with an aggregate volume of not more than 100 cubic feet, made of durable material such as wood, block or sturdy metal fencing located at least 5 feet from lot lines and no closer than 20 feet from any habitable building, other than the resident's own home, and no closer than 2 feet from any alley;

(2) Only organic yard materials, such as grass clippings, leaves, flowers, weeds, sawdust, wood ash, plant trimmings, straw and commercial composting material, are put in the compost containers;

(3) No meat, bones, fat, oils, dairy products or other kitchen wastes, whole branches, logs, plastics, synthetic fibers, human or pet wastes, or diseased plants are put in the containers; and

(4) Composting is managed to minimize odor and promote effective composition.

(G) *Trees and brush.* Trees and brush must be trimmed so as not to interfere with public walkway or right-of-way access or driving sightlines.

(H) *Discontinuance of service or facilities.* No owner, operator, or occupant may cause any service, facility, equipment or utility required under this subchapter to be removed from, shut off or discontinued, for any occupied dwelling, except for temporary emergencies and temporary interruptions necessary for repairs or alterations.

(I) *Temporary storage units.* Temporary storage units including dumpsters are permitted for no more than 120 days in a calendar year and must be maintained in good repair and appearance. One temporary storage unit is allowed at any residential property. Temporary storage units must be placed on paved surfaces and a minimum of 10 feet from all property lines.

(1993 Code, § 1335.17) (Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.095 MAXIMUM OCCUPANCY; MINIMUM SPACE; ACCESS.

No person may occupy or permit to be occupied any dwelling which does not comply with the following:

(A) Maximum occupancy.

	<i>1-2 occupants</i>	<i>3-5 occupants</i>	<i>6 or more occupants</i>
<i>Living room</i>	No requirement	120 square feet	150 square feet
<i>Dining room</i>	No requirement	80 square feet	100 square feet
<i>Bedroom</i>	70 square feet	50 square feet per person	50 square feet per person

(1993 Code, § 1335.18) (Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.096 APPEAL.

When it is alleged by the owner or resident agent that the compliance order is based upon the erroneous interpretation of this subchapter, other applicable city code provisions or the International Property Maintenance Code, the owner or resident agent may appeal the compliance order to the City Council. Such appeal shall be in writing, must specify the grounds for the appeal, and must be filed with the City within 5 business days after service of the compliance order.

(Ord. 08-003, passed 4-22-2008)

RENTAL DWELLING**§ 150.120 PURPOSE.**

It is the purpose of this subchapter to protect the public health, safety and welfare of the community at large and the residents of rental dwellings in the City of St. Anthony and to ensure that rental housing in the city is decent, safe, and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to come an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Owners and operators are responsible to take such reasonable steps as necessary to ensure that the citizens of the city who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from noise, nuisance or annoyances; and free from unreasonable fears about safety of persons and security of property.

(Ord. 08-003, passed 4-22-2008)

§ 150.121 APPLICABILITY.

This subchapter applies to all rental dwellings in the city, including any accessory structures on the premises upon which the rental dwelling is located, such as garages and storage buildings. This subchapter does not apply to Minnesota Department of Health licensed rest homes, convalescent care facilities, licensed group homes, nursing homes, or condominium units as defined and governed by M.S. Chapters 515, 515A and 515B.
(Ord. 08-003, passed 4-22-2008)

§ 150.122 ADOPTION OF PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code, current edition, as published by the International Code Council, is adopted by reference in its entirety, except as modified or amended in this subchapter. Nothing in this subchapter or the International Property Maintenance Code shall be construed to cancel, modify, or set aside any other provision of this code of ordinances.
(Ord. 08-003, passed 4-22-2008)

§ 150.123 ENFORCEMENT OFFICIAL.

The City Code Official and/or Deputy Code Official is authorized and directed to enforce all provisions of this subchapter, subject to review by the City Council.
(Ord. 08-003, passed 4-22-2008)

§ 150.124 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY STRUCTURE. A structure subordinate to a principal dwelling not authorized to be used for living or sleeping by human occupants.

APARTMENT BUILDING. A structure designed to accommodate 3 or more dwelling units.

COMPOSTING. Accumulation of yard waste to be decomposed.

DWELLING, DWELLING UNIT, PREMISES, or STRUCTURE. Deemed to be followed by the words Aor any part thereof.@

DWELLING UNIT. A single residential accommodation intended for use as a domicile for 1 family. Where a private garage is structurally attached, it will be considered as part of the building in which the dwelling unit is located.

DWELLING. Building, or portion thereof, designed or used predominantly for residential occupancy of a continued nature, including 1-family dwellings, 2-family dwellings, apartment buildings and rooming units, but excluding hotels and motels.

ENFORCEMENT OFFICIAL. The City Manager and designated agents authorized to administer and enforce this subchapter.

FAMILY or HOUSEHOLD. One person or 2 or more persons each related to the others by blood, marriage, adoption, or foster care, or a group of not more than the owner or a residence plus 3 persons not so related occupying the residence and maintaining a common household and using common cooking and kitchen facilities.

GARBAGE. Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, or consumption of food.

HABITABLE BUILDING. Any building or part thereof that meets minimum standards for a dwelling.

HABITABLE ROOM. Room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms toilet rooms, laundries, furnace rooms, unfinished basements, (those without required ventilation, required electric outlets and required exits), pantries utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.

HEATED WATER. Water heated to a temperature of not less than 120 degrees Fahrenheit, or such lesser temperature required by government authority, measured at faucet outlet.

KITCHEN. A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

OCCUPANT. Any person (including owner or operator) living, sleeping, cooking and eating in a dwelling unit or living and sleeping in a rooming unit.

OPERATOR. The owner or agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.

OWNER. Any person who owns a dwelling. Any person representing an owner must comply with the provisions of this subchapter to the same extent as the owner.

PERMISSIBLE OCCUPANCY. The maximum number of persons permitted to reside in a dwelling unit or rooming unit.

PERSON. An individual, firm, partnership, association, corporation or joint venture or organization of any kind.

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PREMISES. A parcel of land which includes a dwelling.

RECYCLABLES. Materials which may be recycled or reused through recycling processes, including metal beverage containers, glass, newsprint, plastic bottles with necks, corrugated cardboard, magazines, catalogs, phone books and any other materials designated as recyclables by City Council resolution.

REFUSE. All putrescible and non-putrescible waste solids including garbage and rubbish.

RENTAL UNIT. A dwelling or dwelling unit let for rent or lease in exchange for monetary payment or which is occupied by someone other than the owner for a period longer than 6 months.

REPAIR. To restore to a sound and acceptable state of operation, serviceability or appearance.

RODENT HARBORAGE. Any place where rodents can live, nest or seek shelter.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

SAFETY. The condition of being reasonably free from danger and hazards which may cause accidents or disease.

SUPPLIED. Paid, furnished or provided by, or under the control of, an owner or operator.

TOILET. A toilet, with a bowl and trap made in 1 piece, which is connected to the city water and sewer systems or other approved water supply.
(Ord. 08-003, passed 4-22-2008)

§ 150.125 RESPONSIBILITIES OF OWNER AND LANDLORD.

(A) *Owner responsible.* Every owner of a rental dwelling is responsible for violations of duties and obligations imposed by this subchapter even if the duty or obligation is also imposed on the occupant(s) of the rental dwelling, or even if the owner, by agreement, has imposed on the occupant(s) the duty of making sure that the rental dwelling complies with the requirements of this subchapter, applicable provisions of the city code and the International Property Maintenance Code.

(B) *Cleanliness.* Every owner of a rental dwelling is responsible for keeping that part of the premises which he or she occupies or controls in a clean, sanitary and safe condition in conformance with this subchapter, applicable provisions of the city code and the International Property Maintenance Code, including any shared or common areas in a multiple family dwelling.

(C) *Obtain license.* The owner or resident agent must obtain a license and pay all license fees as required by this subchapter before the rental dwelling may be rented.

(D) *Drives, parking, sidewalks.* The owner of an apartment building must provide and maintain effective illumination in all exterior parking lots and walkways, parking areas and driveways. Unless agreed upon, the owner of a property adjacent to walkways must use due diligence to keep the walk safe for pedestrians. No such owner or occupant may allow snow, ice, dirt or rubbish to remain on the walk longer than 12 hours after it has been deposited.

(E) *Discontinuance of service or facilities.* No owner, operator, or occupant may cause any service, facility, equipment or utility required under this subchapter to be removed from, shut off or discontinued, for any occupied dwelling, except for temporary emergencies and temporary interruptions necessary for repairs or alterations.

(Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.126 RESPONSIBILITIES OF OCCUPANT OR RENTER.

(A) *Access by owner.* Every occupant of a rental dwelling shall give the owner or resident agent access to his or her unit, and that part of the premises which he or she occupies or controls, at reasonable times for the purpose of inspections and maintenance, and making necessary repairs or alterations on the premises.

(B) *Cleanliness.* Every occupant of a rental dwelling is responsible for keeping his or her unit, and any part of the premises which he or she occupies or controls, in a clean, sanitary and safe condition in conformance with this subchapter, applicable provisions of the city code and the International Property Maintenance Code.

(C) *Disposal of garbage and recyclables.* Every occupant of a rental dwelling shall store and dispose of all his or her rubbish, garbage and waste in a clean, sanitary and safe manner. All rubbish, garbage, and waste must be collected by a hauler who is licensed by the city as required by §§ 111.215 through 111.219 of this code. The storage of refuse and recyclable collection containers may not be kept in the front yard setback without approved screening or fencing.

(Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.127 LICENSE REQUIRED.

It is unlawful to operate a rental dwelling in the city without first having obtained a license from the city. An owner must obtain a license for each rental dwelling. If the rental dwelling contains 2 or more units, and has a common owner and a common property identification number, the owner may obtain a single license for the rental dwelling.

(Ord. 08-003, passed 4-22-2008)

§ 150.128 LICENSE APPLICATION.

(A) The owner of a rental dwelling must submit an application for a license on forms and in the format provided by the city. The owner must give notice, in writing, to the city within 5 business days of any changes to the information contained in the license application. The application must include:

- (1) The owner's name, address, and telephone number, owning partners of a partnership, corporate officers if a corporation; or
- (2) The name and address of a person residing or having a business office in Hennepin or Ramsey County, and appointed by the owner as an agent for purposes of notices under this subchapter and for services of process upon the owner; or
- (3) The name and address of any managing operator or agent; or
- (4) The name and address of the contract for deed vendor if the rental dwelling is owned under a contract for deed; or
- (5) The legal address of the rental dwelling; and
- (6) The type and number of units within the rental dwelling; and
- (7) The height and the multiple dwelling in stories; and
- (8) The type of structure to be licensed (i.e. single-family, duplex, triplex); and
- (9) The exterior finish of the building.

(B) *Issuance and term.* Upon approval by the City Council, the City Clerk will issue a license to the owner of the rental dwelling. A license is personal to the owner of a specified rental dwelling. No license may be transferred to a purchaser of a multiple dwelling or to any other person or entity. If a rental dwelling is sold, the purchaser may not own or operate the rental dwelling without first obtaining the license provided for in this subchapter. A license will be valid for 1 year. If a license is issued during the year, the license will be prorated accordingly at the renewal time.

(Ord. 08-003, passed 4-22-2008)

§ 150.129 LICENSE FEES.

The owner must pay an annual license fee, the amount of which will be determined by the City Council. The fee schedule is located in Chapter 33 of this city code. The owner must submit the required fee along with the application for a new or renewal license. Applications for renewal license submitted after the license term expiration are subject to a penalty fee, which shall be determined from the time by the City Council.

(Ord. 08-003, passed 4-22-2008)

§ 150.130 ISSUANCE OF LICENSE.

(A) *Preliminary inspection and investigation.* Prior to issuing a license, the City Code Official will inspect the rental dwelling to determine compliance with this subchapter, the city code and the International Property Maintenance Code. The City Clerk will review the application for completeness and determine whether all real estate taxes and municipal utilities are paid and current.

(B) *Compliance order.* If the rental dwelling is not in full compliance with this subchapter, the city will provide the owner or resident agent with a compliance order pursuant to § 150.131. If the owner corrects the items in the compliance order within the specified period of time, the city will issue a license to the owner.

(C) *Unsafe or dangerous conditions.* No owner or resident agent may operate a rental dwelling, regardless of the type of license issued, if the Housing Inspector determines that a condition exists in or on the rental dwelling or premises that is unsafe or poses an imminent danger to the health or safety of the tenants or the public. Any determination by the Housing Inspector is subject to suspension or revocation of the license, criminal prosecution and any civil remedies available to the city.

(D) *Posting of license.* The owner shall post a copy of the license in the rental dwelling in a conspicuous place. In multiple dwelling units requiring a single license, the license shall be posted in a common area of the building such as a corridor, hallway or lobby. The posted license shall be framed with clear glass or plastic.

(E) *Renewal of license.* An owner may continue to rent a dwelling after the expiration day of the license provided the owner has filed with the city on or before June 30th, the appropriate renewal license application and license fee. The issuance of a license under this subchapter shall be considered a privilege and not an absolute right of the owner and shall not entitle the owner to an automatic renewal of the license. Allowing the owner to continue to rent while the renewal is being processed does not obligate the city to automatically renew the license.

(F) *Transfer of license.* Licenses are not transferable. Any change in the ownership of the rental dwelling requires a new license.

(G) *Resident agent required.* Owners of rental dwellings with 5 or more individual units appoint a resident agent who shall reside within the rental dwelling to be responsible for the maintenance and upkeep of the rental dwelling and common areas and to handle licensing issues with the city. Owners of rental dwellings containing fewer than 5 units who do not reside within the counties of Ramsey, Hennepin, Anoka, Carver, Dakota, Scott, Washington, Wright, Chisago, Isanti or Sherburne shall appoint an agent that resides within 1 of these counties that shall be the responsible resident agent.

(H) *Register of occupancy.* The owner or its resident agent shall keep a current register of occupancy for each rental dwelling. This register of occupancy may be reviewed by the city at the time. Said register of occupancy shall contain, at a minimum, the following information:

- (1) Address(es) of the rental dwelling;

(2) Number of bedrooms of each unit;

(3) Number of units in each building; and

(4) Number of adults and children (under 18) currently occupying each unit.

(Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.131 INSPECTIONS.

(A) *Inspections.* The city will inspect all rental dwellings periodically to determine compliance with this subchapter, the city code and the International Property Maintenance Code. After each inspection, the city shall provide the owner or resident agent with a compliance order pursuant to this section. The owner or resident agent must correct the violations within the time period specified in the compliance order. If the violations are not corrected, the city may suspend or revoke the license under this section, unless it is the initial license period, in which case, the license is valid until the end of the owner's existing lease with the current tenant as noted in this section. The city may, however, immediately suspend or revoke a license if an unsafe or dangerous condition exists as described in § 150.129(C).

(B) *Occupant initiated inspections.* An occupant who believes that his or her rental dwelling is not in compliance with the provision of this subchapter, city code or the International Housing Maintenance Code may provide written notice to the owner or resident agent of the rental dwelling specifying the alleged deficiency. If the owner or resident agent does not take action to correct the alleged problem the occupant may contact the city and request an inspection of the rental dwelling by the Housing Inspector upon showing proof that the owner or resident agent had been properly notified and has been given a reasonable time in which to correct deficiencies. The cost of the inspection shall be paid by the owner if the city's inspection reveals actual deficiencies as described by the occupant.
(Ord. 08-003, passed 4-22-2008)

§ 150.132 CONDUCT ON LICENSED PREMISES; VIOLATIONS.

(A) *Owner responsible.* It shall be the responsibility of the owner or resident agent to see that persons occupying the rental dwelling conduct themselves in such a manner as not to cause the premises to be disorderly. This section applies to all licenses. For purposes of this section, a rental dwelling is disorderly at which any of the following activities occur:

(1) Violation of M.S. Chapter 609 Gambling, Prostitution and Disorderly Conduct;

(2) Violation of M.S. Chapter 152 Controlled Substances;

(3) Violation of M.S. Chapter 340A Sale & Consumption of Alcohol;

(4) Violation of M.S. Chapter 624 Sale & Use of Weapons; or

(5) Violation of any of the provisions contained in Titles IX or XIII of this code.

(B) *City enforcement.* The City Code Official is responsible for enforcement of this section.

(C) *First violation.* Upon determination by the City Code Officer that a licensed premises was used in a disorderly manner, as described in division (A) of this section, the City Code Official must give notice to the licensee of the violation and direct the licensee to take steps to prevent further violations.

(D) *Second violation.* If another occurrence of disorderly use of the licensed premises occurs within 6 months of an incident for which a notice in division (C) of this section was given, the City Code Official must notify the licensee of the violation and must also require the licensee to submit a written report of the actions taken, and proposed to be taken, by the licensee to prevent further disorderly use of the premises. This written report must be submitted to the City Code Official within 5 days of receipt of the notice of disorderly use of the premises and must detail all actions taken by the licensee in response to all notices of disorderly use of the premises within the preceding 6 months.

(E) *Third violation.*

(1) If another instance of disorderly use of the licensed premises occurs within 1 year after any 2 previous instances of disorderly use for which notices were given to the licensee pursuant to this section, the rental dwelling license for the premises may be denied, revoked, suspended or not renewed. Written notification will be issued by the City Code Official. Such written notice must specify all violations of this section, and must state the date, time, place and purpose of the hearing. The hearing must be held no less than 10 days and no more than 60 days after giving such notice.

(2) Following the hearing, the City Council may deny, revoke, suspend or decline to renew the license for all or any part or parts of the licensed premises or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this section.

(F) *No adverse action pending eviction.* No adverse license action shall be imposed where the instance of disorderly use of the licensed premises occurred during the pending of eviction proceedings (unlawful detainer) or within 30 days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings are not a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.

(G) *Finding of disorderly conduct.* A determination that the licensed premises have been used in a disorderly manner as described in division (A) of this section shall be made upon a fair preponderance of the evidence to support such a determination. It is not necessary that criminal charges be brought in order to support a determination of disorderly use nor does the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.

(H) *Service of notices.* All notices given by the city under this section must be personally served on the licensee, sent by certified mail to the licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed premises.

(I) *Enforcement actions.* Enforcement actions provided in this section are not exclusive, and the City Council may take any action with respect to a licensee, a tenant, or the licensed premises as is authorized by the city code, state or federal law.
(Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.133 CONDITION OF LICENSED PREMISES.

(A) *Compliance order.* Whenever the City Code Official determines that the condition of any rental dwelling or the premises surrounding it fails to meet the provisions of this subchapter, other applicable city code provisions or the International Property Maintenance Code, he or she may issue a compliance order setting forth the specific violations and ordering the owner to correct such violations.

(B) *Contents of the compliance order.* The compliance order shall:

- (1) Be in writing;
- (2) Describe the location and nature of the violations;
- (3) Set forth a reasonable time for the correction of the violations by the owner or resident agent; and
- (4) Be served upon the owner and resident agent either personally or by certified mail. A copy of the compliance order shall also be provided to the occupants of the rental dwelling.

(C) *License action.* If the violations listed in the compliance order are not remedied by the owner or resident agent within the specified time given in the order, the license for the rental dwelling may be denied, suspended, revoked, or not renewed by the city. An administrative fine in an amount set forth from time to time by the City Council by resolution may also be imposed. If the city decides that it will be denying, suspending, revoking or not renewing a license or imposing an administrative fine pursuant to this subchapter, the city shall send a notice of the proposed action to the owner and resident agent of the rental dwelling.

(D) *Appeal.* When it is alleged by the owner or resident agent that the compliance order is based upon the erroneous interpretation of this subchapter, other applicable city code provisions or the International Property Maintenance Code, the owner or resident agent may appeal the compliance order to the City Council. Such appeal shall be in writing, must specify the grounds for the appeal, and must be filed with the City within 5 business days after service of the compliance order.
(Ord. 08-003, passed 4-22-2008) Penalty, see § 10.99

§ 150.134 HEARING PROCEDURE.

(A) *Scheduling of hearing.* If the city makes a determination that it will be denying, suspending, revoking or not renewing a license pursuant to this subchapter, or if the owner or resident agent is appealing the compliance order pursuant to § 150.132, the City Council shall conduct a hearing on the matter. The hearing shall be scheduled at the next regular City Council meeting following the date of the notice or receipt of the owner's notice of appeal of a compliance order.

(B) *Hearing.* At the hearing, the City Council shall hear all relevant evidence and arguments and shall review all testimony, documents and other evidence submitted. The owner or resident agent shall have the opportunity to address the City Council at the hearing.

(C) *Findings.* After the hearing is concluded, the City Council shall make findings on whether to uphold the compliance order or to revoke, suspend, deny or not renew the license or impose an administrative fine. The City Council shall issue a written decision within 30 days following the date of the hearing and shall send a copy of its decision to the owner and resident agent by mail. The decision shall specify the rental dwelling or units to which it applies.

(D) *No occupancy.* If a license is revoked, suspended, denied or not renewed by the City Council, it shall be unlawful for the owner or the resident agent to thereafter permit the occupancy of the rental dwelling or the unit. A notice of the action shall be posted by the City Code Official on the rental dwelling or the unit in order to prevent any further occupancy. No person shall reside in, occupy or cause to be occupied that rental dwelling or unit until a license is obtained or reinstated by the owner.

(E) *Appeal.* An owner may appeal the decision of the City Council as allowed under § 150.133(D). (Ord. 08-003, passed 4-22-2008)

§508.010

PUBLIC HEALTH, WELFARE AND SANITATION

§508.030

508. Rental Dwelling Licensing

§508.010 LICENSING OF RENTAL UNITS. This amended licensing program shall commence on April 1, 2008 and applies to all single family, two-family, and multi-family rental dwellings as hereinafter provided. All single and two-family rental owners shall have ninety (90) days from the commencement date in which to apply. All rental units shall be licensed as a prerequisite to leasing. All rental units must be in compliance with the City's "Minimum Housing Standards" as outlined in Chapter 502 of the City code in order to be licensed. Failure to secure or renew a license in the timeframe provided by the City will be cause for revocation and other legal action. All licenses shall be valid for a period of two (2) years from the date of issuance, except as otherwise provided herein or in cases of suspension or revocation. Licensees may continue to operate their business, lawfully, after the expiration date of their license provided, that the licensee has filed with the Compliance Official, on or before the expiration date, the appropriate license application and license fee. Application and license fees for new unlicensed dwellings shall be due prior to the issuance of the Certificate of Occupancy.

§508.015 RELATIVE HOMESTEAD EXEMPTION. Residential real estate that is occupied and used for the purposes of a homestead by a relative of the owner is exempt from formal licensing requirements. In these instances, the owner shall file for an exemption once every two years, on a form to be provided by the City. There shall be no charge for filing the exemption. The property must still comply with the exterior maintenance and storage requirements of Section 502 "Minimum Housing Standards"; Section 1302.030 Subd. 14 and 15 "Refuse and Exterior Storage"; and Section 1302.055 "Permitted Storage". Unless otherwise authorized by the City, the owner shall have 30 days from the date of filing the exemption to bring the property into compliance with the exterior standards. Failure to comply within this time will require the owner to apply for a formal license. For the purposes of this section, a "relative" shall include those persons defined as a relative in Minnesota Statutes Section 273.124, Subd.1(c), as may be amended from time to time. (Ref. Ord. No. 1051; 10/14/08).

§508.020 LICENSE FEES. At the time of application, the applicant shall submit a non-refundable license fee. The license fee shall be charged every two (2) years and shall equal a base fee of \$50.00 plus an additional \$7.00 for each additional dwelling unit within the apartment complex or building. When re-inspections are required, fees shall be charged pursuant to §508.130.

Non-refundable late fees for re-licensing shall be charged as follows:

- 1) 1 - 7 days after expiration 25% over original fee
- 2) 8 or more days after expiration 50% over original fee
- 3) 30 days after expiration legal procedures will begin

§508.030 OWNER OR AGENT TO APPLY. License application or renewal shall be made by the owner of rental units or a legally constituted agent. Application forms may be acquired from and subsequently filed with the Compliance Official. The applicant shall supply the following:

- 1) Name, address and telephone number of the dwelling owner; partners if a partnership; corporate officers if a corporation.

- 2) Name, address and telephone number of designated agent or manager.
- 3) Name, address and telephone number of vendee, if dwelling is being purchased through a contract for deed or mortgage.
- 4) Legal description and address of dwelling.
- 5) Number of units in each rental dwelling and the type of units (one (1) bedroom, two (2) bedroom etc...) within each of the rental dwelling.
- 6) The number of paved off-street parking spaces available (e.g. enclosed parking spaces, exterior parking spaces and handicap parking spaces).

Every person holding an operating license shall give notice, in writing, to the Compliance Officer within five (5) business days after any change of this information. Notice of transfer shall be as described in Section S502.330.

(Ref. Ord. No. 856, 11/26/91) Added 11/26/91

§508.030 RESIDENT AGENT REQUIRED. No operating license shall be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott or Washington; or Wisconsin counties: Polk, St. Croix and Pierce) unless such owner designates in writing to the Compliance Official the name, address and phone no. of his resident agent (one who does reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott or Washington; or Wisconsin counties: Polk, St. Croix and Pierce) who is responsible for maintenance and upkeep and who is empowered to receive service of notice of violation of the provisions of the City Ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service or process pursuant to law. The Compliance Official shall be notified in writing of any change of resident agent.

§508.040 APPLICATION AND INSPECTION. Upon receipt of a properly executed application for a rental housing license, an inspection shall be made of the premises every two years to ensure that the property is in compliance with all applicable ordinances of the City.

Subd. 1. Prior to conducting an inspection, the Compliance Official shall mail notification to the owner or agent at least 10 working days prior to the proposed inspection date. It shall be the responsibility of the applicant to inform tenants of the scheduled inspections.

Subd. 2. The number of units to be inspected by the Compliance Official shall be determined by the following:

<u>No. of units within a building</u>	<u>Units to be inspected per building</u>
3 - 5	All
6 - 30	5 units or 25% of the units, whichever is greater
31 - 60	25% of the units
61 +	15 units

§508.050 CONFORMANCE TO LAWS. No operating license shall be issued or renewed unless the rental dwelling and its premises conform to all applicable City ordinances and laws and regulations of the State of Minnesota including the International Fire Code.

§508.060 INSPECTION CONDITION. No operating license shall be issued or renewed unless the owner of rental units agrees in his application to permit inspections. (Ref. Ord. No. 856, 11/26/91)

§508.070 ISSUANCE OF RENTAL HOUSING LICENSE. If the rental dwelling is in compliance with all applicable ordinances of the City, a license shall be issued to the present owner or his designated agent, which shall state that the property has been inspected and is in compliance. If the City finds that the circumstances of the occupancy following the issuance of the license involve possible Code violations, substandard maintenance or abnormal wear and tear, the City may re-inspect the premises during the licensing period. (Ref. Ord. 1048; 3/11/08)

§508.080 POSTING OF LICENSE. Every licensee of a single-family, two-family, and multiple dwelling shall post the license in the main entry way or other conspicuous location therein.

§508.090 LICENSE TRANSFERABILITY. No operating license shall be transferable to another person or to another rental dwelling without written approval of the Compliance Official. A license issued hereunder is transferable providing that the new owner, partners or corporate officers submit to the Compliance Official within five (5) business days after legally acquiring ownership of the licensed rental dwelling(s), a License Transfer Form (supplied by the City), along with a transfer fee of \$20.00. Failure to submit the license transfer form and the transfer fee may result in the termination of the rental license.

§508.100 OCCUPANCY REGISTER REQUIRED. Every owner of a licensed rental dwelling shall keep, or cause to be kept, a current register of occupancy for each dwelling unit which provides the following information:

- 1) Dwelling unit address.
- 2) Number of bedrooms in dwelling unit.
- 3) Number of adults and children (under 18 years of age) currently occupying the dwelling unit.

Such register shall be made available for viewing or copying by the Compliance Official at all reasonable times.

§508.110 LICENSE SUSPENSION OR REVOCATION. Every operating license issued under the provisions of this ordinance is subject to suspension or revocation by the City Council, should the licensed owner or his duly authorized resident agent fail to operate or maintain the licensed rental dwelling(s) and dwelling units therein consistent with the provisions of all applicable ordinances of the City. Prior to suspension or revocation the licensee or his designated agent shall be notified in writing at least five (5) days prior to the City Council's consideration of such an action. In the event that an operating license is suspended or revoked by the City Council it shall be unlawful for the owner or his duly authorized agent to thereafter permit any new occupancies of vacant, or thereafter vacated rental units, until such time as a

valid operating license is restored. Issuance of a new license after suspension or revocation shall be made in the manner provided for obtaining an initial license. The license application will be accompanied by the license fee equal to one hundred and fifty (150) percent of the original license fee.

An operating license may also be suspended or revoked for any of the following reasons:

- 1) The license was procured by misrepresentation of material facts, by fraud, by deceit or by bad faith.
- 2) The applicant or one acting in his behalf made oral or written misstatements or misrepresentations of material facts in or accompanying the application.
- 3) The licensee or applicant has failed to comply with any condition set forth in any other permits granted by the City of White Bear Lake.
- 4) The activities of the licensee in the licensed activity create or have created a serious danger to the public health, safety or welfare.
- 5) The licensed business, or the way in which said business is operated, maintains or permits conditions that injure, annoy, or endanger the safety, health, morals, comfort or repose of any member of the public.

§508.120 POSTED TO PREVENT OCCUPANCY. Whenever any dwelling or dwelling unit has not obtained the required license, or has been denied a license or has had its operating license suspended or revoked or is unfit for human habitation, it shall be posted with a placard by the Compliance Official to prevent further occupancy.

No person, other than the Compliance Official or his/her representative, shall remove or tamper with any placard used for posting. The Compliance Official will post on the placard the date that the vacancy shall become effective. On or after the placard vacancy date, no person shall reside in, occupy or cause to be occupied any dwelling or dwelling unit which has been posted to prevent occupancy.

§508.130 REINSPECTION FEES. At the time that a third inspection of a dwelling or dwelling unit is needed, a re-inspection fee will be charged to the owner. The re-inspection fee shall be twenty-five (25) percent of the license fee or Fifty (\$50.00) dollars, whichever is greater, for each re-inspection needed after the initial inspection and the second inspection has been done. No license will be issued until all outstanding re-inspection fees have been paid. If a dwelling or dwelling unit is licensed, the license shall expire twenty (20) days after the licensee or his agent is notified of the re-inspection fees that must be paid to maintain such license in good standing, unless the re-inspection fee is paid prior to the expiration of the twenty (20) day period. (Ref. Ord. 1048, 3/11/08)

§508.140 PENALTIES. Any person violating any of the provisions of this ordinance by doing any act or failing to do any act which constitutes a breach of any section of this ordinance, shall be guilty of a misdemeanor. (Ref. Ord. No. 1051; 10/14/08).

§508.140

PUBLIC HEALTH, WELFARE AND SANITATION

§508.160

§508.150 LIABILITY. Neither the City nor its employees or agents shall be deemed liable for damages to a third person by reason of this ordinance.

§508.160 SEPARABILITY. Every section, provisions, or part of this ordinance is declared separable from every other section, provision, or part to the extent that if any section, provision or part of the ordinance shall be held invalid, it shall not invalidate any other section, provision or part thereof.

(Ref. Ord. No. 856, 11/26/91)

Added 3/19/10

TREE DISPOSAL POLICY

Adopted May 8, 2001
Amended _____, 2013

DOWNED TREES:

Determine who owns the downed or damaged tree – City or privately owned?

- Tree blown down over the street or an easement will be removed from the street or easement by the City.
- If the tree is a private tree, the disposal is the responsibility of the owner.
 - A. Any City-owned tree will be taken care of by the City.
 - B. If the tree is on the border (between city/resident property), the cost is split 50/50.

LIVING TREES:

A property owner may petition the city council to remove a living tree in a city right of way if:

- A. All property owners within 150 feet of the tree approve
- B. The cost of removal is borne 100% by the petitioner(s)
- C. The removal shall be done by a licensed and bonded contractor and that contractor shall hold the city harmless from any damage caused or accident incurred.

XFINITY Connect

birchwoodvillage@comcast.net

± Font Size -

Re: Trees on Owl Street Right-of-Way

From : Randy LaFoy <rlafoy@gmail.com>

Tue, Aug 13, 2013 08:25 PM

Subject : Re: Trees on Owl Street Right-of-Way**To :** birchwoodvillage <birchwoodvillage@comcast.net>

Bryan and Karin,

The council directed me to contact Steve Dean and he will look and see if the tree is an emergency and if it is, he will take it down.

The pile of brush will come up next month. Mary said lots of other people in town just kicked or pushed brush to the side of the road. There should be a policy, instead of being so reactionary and responding to complaints.

The council will look at the tree and brush pile.

Randy

On Tuesday, August 13, 2013, birchwoodvillage wrote:

Bryan,

I was just looking at the 7/17 minutes and a final comment as that "other tree issues will be reviewed for 2014 budget".

Hopefully Randy has chatted with you but thought I would provide further info from the minutes.

Cindie

From: "birchwoodvillage" <birchwoodvillage@comcast.net>
To: "McGinnis" <bjmcginnis@cpinternet.com>
Cc: lafoybwd@gmail.com, "Birchwood Village" <birchwoodvillage@comcast.net>
Sent: Monday, August 12, 2013 10:57:29 AM
Subject: Re: Trees on Owl Street Right-of-Way

Bryan,

As I understand it, the estimate from Steve Dean was to be considered at the 7/17/2013 Special City Council meeting. As I work elsewhere on Wednesdays and not at the meeting, Randy can better provide to you the action council took in regards to these trees.

However, in speaking with Steve Dean the Owl street tree issues were not approved (invoices attached).

Not sure if this all helps - but you now have the info that I am aware of and Randy should be able to further fill you in.

Cindie

From: "McGinnis" <bjmccginnis@cpinternet.com>
To: "birchwoodvillage" <birchwoodvillage@comcast.net>
Cc: lafoybd@gmail.com
Sent: Sunday, August 11, 2013 4:03:23 PM
Subject: Re: Trees on Owl Street Right-of-Way

Cindie:

Since there has been no action on my requests or further response from the City, I would appreciate an update on status:

1. Remove a fallen, partially cut up tree from City street right of way. *See attached photo where tree trunk and branches are mostly obscured by new plant growth.*
2. Remove a barely live, locust in very poor and hazardous condition from City street right of way. *See attached photos showing bad condition of tree trunk*

Sincerely,

Bryan McGinnis

On 7/1/2013 10:23 AM, birchwoodvillage wrote:

Hello Bryan,

Steve Dean will look at them this week, then provide a report or update.

Thanks - glad your project is do9ne in spite of the rain delay. Happy 4th to you.

Cindie

From: "Bryan McGinnis" <bjmccginnis@cpinternet.com>
To: birchwoodvillage@comcast.net
Cc: lafoybd@gmail.com
Sent: Friday, June 28, 2013 12:42:20 PM
Subject: Trees on Owl Street Right-of-Way; Thanks for Paving Owl Street; Thanks for allowing Parking of Construction materials on Owl Street

To: City of Birchwood Village

From: Bryan McGinnis
Corner of Wildwood Avenue and Owl Street

In response to the prompt in the recent newsletter, I request that the City arrange to remove a fallen, partially cut up, tree and a standing, barely live, locust in very poor condition. These are located just north of my driveway on the Owl Street right-of-way.

On April 22, 2012 I made this request to Dale Powers, but since it was his last week in office, and I heard no confirmation that the work was scheduled, I thought I should again submit the request. I let the tree issue slide since there was already a lot of activity with my new garage construction that has been severely delayed by the rainy weather.

I thank the City for cooperation in allowing my contractor to store a dumpster and materials for the garage on the top end of the dead-end Owl Street during part of the construction time. Gene Ruhle of the Roads Committee was good in coordinating activities of the very welcome repaving of Owl Street with my construction deliveries. Thanks for the good paving job!!

Before I talked to Dale, a fairly large boxelder tree sagged and then fell, under the weight of our two late snow falls, onto the street and my driveway. I cut it up with a hand saw and moved the branches off of the street and driveway pavement.

In the same area is an old and dying locust marked with orange tape. Although the tree has a few leaves at the top, the bottom several feet of the trunk is hollow thereby creating an unsafe condition. This tree should be considered in the same category as a dead tree. I had Xcel Energy come out, and the worker said that Xcel's policy is not to remove this tree since it threatens only a minor branch company line feeding my residence and a street light. Apparently they would wait until the tree falls and then deal with it.

Your attention to the tree issues would be appreciated.

Sincerely,

Bryan McGinnis

FROM Steve Dean 7/8/2013
 Presented to CC
 7/9/2013

Steve
 Tree Tr.

051-426-2257

ORDER NO.

NAME City of Birchwood
 ADDRESS 207 Birchwood Ave.
 CITY, STATE, ZIP

SOLD BY CASH C.O.D. PAID OUT
 CHARGE MERCHANDISE RETURNED

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Bid for trees on Owl st.		
	Remove fallen Boxelder Tree laying on road side.		
	Take down and remove damaged locust tree.		
	State tax	7.125%	17 81
	Total		267 81

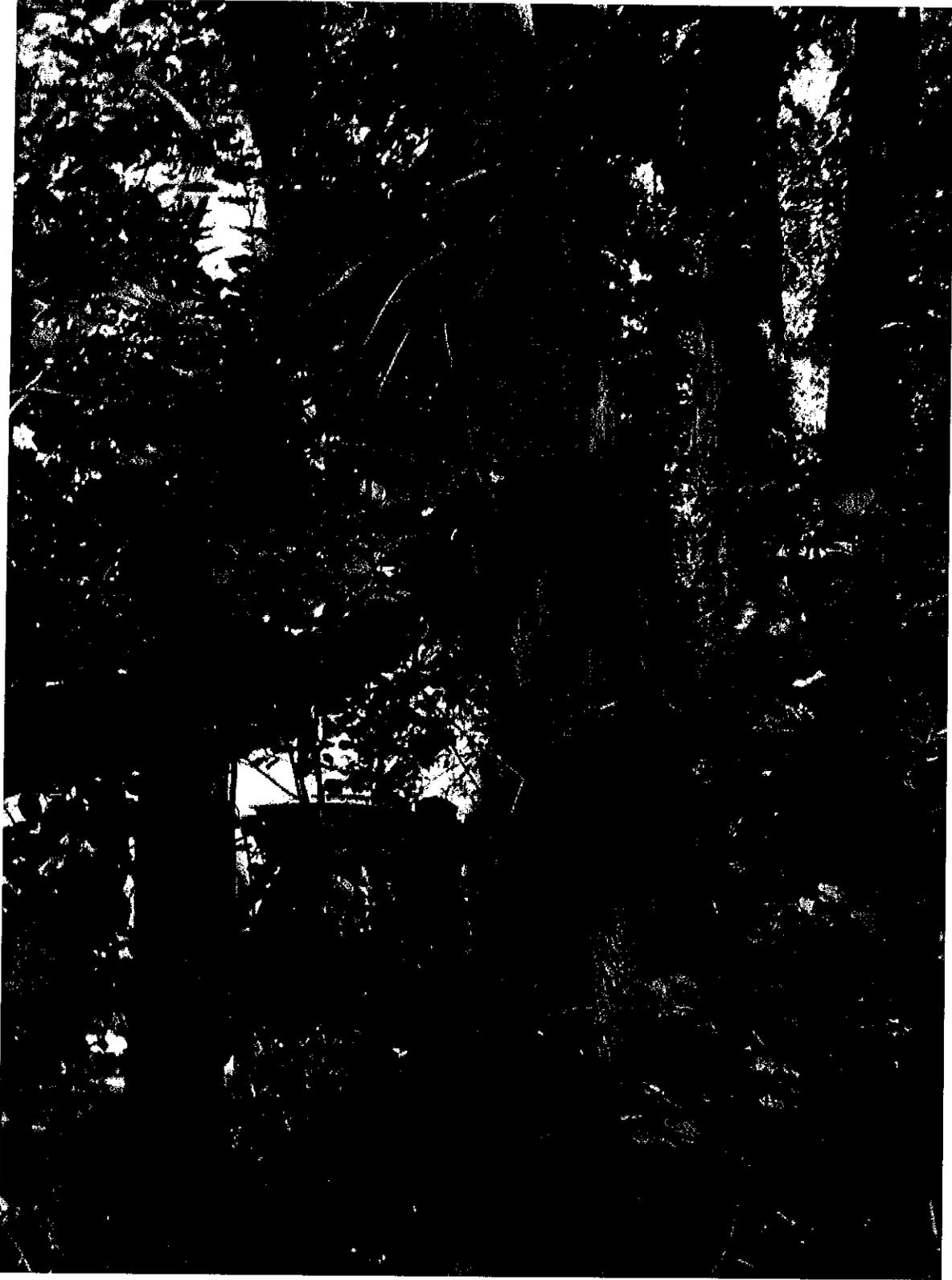
Steve
John
This bid is void

Thankyou
 Steve Dean

SIGNATURE









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**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
AUGUST 13, 2013**

MINUTES

MEMBERS PRESENT: Mayor Wingfield, Councilmember Randy LaFoy, Greg Donovan and Kevin Woolstencroft

MEMBERS ABSENT: Bill Hullsiek

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

OTHERS PRESENT: John Manship, Certified Water Operator, Manship Plumbing & Heating, Inc., Bob and Sue Pavak, Mary Kay Hauser, Carole Ranen, James and Margie Nelson, Van Johnson, Mary Sue Simmins

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

AGENDA APPROVAL

Councilmember LaFoy requested an item concerning brush that needs to be picked up on Owl Street be added to Item #7. Mayor Wingfield agreed.

John Manship was added under the item regarding the Hockey Hut funding.

Mayor Wingfield added an Item regarding dealing with the poison ivy in town and leaf vacuuming.

There were some changes in the agenda order.

MOTION WAS MADE BY MAYOR WINGFIELD TO ADOPT THE AMMENDED AGENDA AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM

Carole Ranen, 157 Birchwood . She wanted to let the City Council know she was strongly in favor of the handling of nuisance houses in the city.

Mayor Wingfield stated the issue will be addressed for the first time at tonight's meeting. If the council decides it wants to proceed, there will be a notice posted in the newspaper so other people can weigh in on this issue. It will probably be addressed again in the September city council meeting.

1. CITY BUSINESS – CONSENT AGENDA

47 Mayor Wingfield asked if there were any changes to the Consent Agenda. She then stated she
48 would like to remove Item H and add it to Item #11. She would also like to pull the yards mowing
49 contract Item F and would like that to be a separate item. She then pulled item B and moved the
50 approval of the Consent Agenda with the understanding that the June 11th meeting minutes
51 become part of the official record.

- 52
- 53 A. Approval of June 11, 2013 Regular Meeting FULL Minutes
 - 54 B. Approval of July 9, 2013 Regular Meeting Minutes
 - 55 C. Approval of July 17, 2013 Special Meeting Minutes
 - 56 D. Approval of August 5, 2013 Special Meeting Minutes
 - 57 E. Approve ISD#624 Election to be held at Birchwood Village Hall November 5, 2013
 - 58 F. Approve Mayor & Clerk to sign REVISED Yard Works mowing contract.
 - 59 G. Accept private donations for Warming House (Fund #225).
 - 60 H. Accept resignation of Park & Open Space Committee members Bea Krinke, Jim
61 Ecker and announce vacancy
 - 62 I. Accept renewal term of Katie Cavenor, Karleen Corliss and John McCormick.
- 63

64 MOTION MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER
65 WOOLSTENCROFT TO ACCEPT THE AMMENDED CONSENT AGENDA. ALL AYES. MOTION
66 PASSED.

67

68 **CITY BUSINESS – REGULAR AGENDA**

69

70 **PUBLIC HEARING**

- 71
- 72 2. Planning Commission Items – Amended Structure Ordinance Code Section 300.010(51) and
73 302.020(4)

74 MOTION WAS MADE BY MAYOR WINGFIELD TO OPEN THE PUBLIC HEARING FOR THE
75 AMENDED STRUCTURE ORDINANCE AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES.
76 MOTION PASSED.

77

78 Mayor Wingfield asked if anyone had any comments on the definitions of structures.

79

80 Councilmember LaFoy stated the city is trying to clean up the city. What precipitated this issue
81 was someone wanted to put up a mini-library. The amended structure ordinance would clarify
82 what people can and can't do. This clarification would allow the mini-library.

83

84 There were no comments from the public.

85

86 MOTION WAS MADE BY MAYOR WINGFIELD TO CLOSE THE PUBLIC HEARING FOR THE
87 AMENDED STRUCTURE ORDINANCE AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES.
88 MOTION PASSED.

- 89
- 90 • Approve Amendment of 300.101(51) and 302.020(4) Structure and Nominal Structure
- 91

92 MOTION WAS MADE BY COUNCILMEMBER LAFOY TO APPROVE THE AMENDED STRUCTURE
93 ORDINANCE 300.101(51) AND 302.020(4) AND SECONDED BY COUNCILMEMBER DONOVAN.
94 ALL AYES. MOTION PASSED.
95

96 3. Planning Commission recommendation to City Council July, 2013 for approval of Ordinance
97 #2013-17

98 a. Proposed Ordinance for Chickens Code Section 605.028
99

100 MOTION WAS MADE BY MAYOR WINGFIELD TO OPEN THE PUBLIC HEARING FOR THE CHICKEN
101 CODE ORDINANCE PROPOSAL AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES.
102 MOTION PASSED.
103

104 Mayor Wingfield asked for comments on this proposal.
105

106 James Nelson, 256 Wildwood stated he would like to see the City of Birchwood Village allow
107 residents to have chickens.
108

109 Mayor Wingfield stated that during last month's meeting, this issue was addressed which
110 included consents of neighbors.
111

112 Councilmember Donovan asked Mr. Nelson what is done with the waste.
113

114 Mr. Nelson stated he takes his waste to a garden on an island one mile from Canada. In the
115 summer, there is no collection problem. The waste is generally collected in the winter months.
116

117 Councilmember Donovan asked if this was something could be hauled away with the trash as
118 well?
119

120 Mr. Nelson stated most people use it as fertilizer for their garden but he hauls his away. He
121 further stated he didn't think that would be a problem.
122

123 Mayor Wingfield asked how much waste was involved, volume wise.
124

125 Mr. Nelson stated he estimated a five gallon pail a week in the winter and more than half of that
126 is compost i.e. leaves, mud etc.
127

128 Ralph ????, 409 Birchwood Avenue stated that his next door neighbor keeps chickens. He
129 wanted to know what led to the proposed ordinance. He stated he has no problem with his
130 neighbor having chickens.
131

132 Mayor Wingfield explained that technically, under the current code, chickens are illegal. The
133 code currently states that farm animals and chickens are not allowed. The police were informed
134 which brought this to the attention of the city council. The council is trying to remedy the
135 situation and bring the law up to date so that the people who currently have chickens are doing
136 so legally. The fee would be the same as it is for dogs; \$10 for two years.
137

138 **Councilmember LaFoy** stated that the ordinance will also allow the council to revoke the license
139 from people who are abusing their chickens or who don't pick up after them, etc.
140

141 **Margie Krons???? , 256 Wildwood** read aloud a letter she received from her neighbor, Rebecca
142 Jones?? and Tony Sequin??? in support of the city allowing chickens.
143

144 **MOTION WAS MADE BY COUNCILMEMBER LAFOY TO CLOSE THE PUBLIC HEARING FOR THE**
145 **CHICKEN CODE ORDINANCE SECTION 605.028 PROPOSAL AND SECONDED BY**
146 **COUNCILMEMBER DONOVAN. ALL AYES. MOTION PASSED.**
147

148 **Mayor Wingfield** brought up the issue of definitions of restraint i.e. restraint by fence,
149 electronic or physical barrier. The restraint law doesn't currently conform to what the city
150 already has in place. She stated that Bill ??? added "or controlled by electronic collar". She
151 suggested the words, "on the owner's property" be added to the definition. This could be an
152 issue regarding abiding by the 6' lease law. She asked the council if they wished to address this
153 issue in tonight's meeting or leave it undone.
154

155 **Councilman Donovan** stated he felt the issue should be left undone and brought up later, as
156 necessary.
157

158 Discussion followed.
159

160 **b. Adoption of Code 605.028 Chickens**
161

162 **MOTION WAS MADE BY COUNCILMEMBER LAFOY TO APPROVE AMENDING ORDINANCE**
163 **605.0101 AND 9, 605.101 AND 606 ??? ON BIRCHWOOD AND 605.028 CHICKENS, 605.055**
164 **ODOR, 605 1.35 REVOCATION BE AMENDED WITH THE CHANGES AS NOTED IN THE**
165 **ATTACHMENT TO THIS DOCUMENT BY THE CITY COUNCIL. AND SECONDED BY**
166 **COUNCILMEMBER DONOVAN. ALL AYES. MOTION PASSED.**
167

- 168 • **Direct publication &/or draft Summary Publication of ordinances if approved. Item 2013-**
169 **17**
170

171 **MOTION WAS MADE BY MAYOR WINGFIELD TO APPROVE 2013-17 FOR SUMMARY**
172 **PUBLICATION OF THE ORDINANCE PREVIOUSLY PASSED AND SECONDED BY COUNCILMEMBER**
173 **DONOVAN. ALL AYES. MOTION PASSED.**
174

175 **MOTION WAS MADE BY COUNCILMEMBER LAFOY FOR DIRECT PUBLICATION OF THE**
176 **ORDINANCE PREVIOUSLY PASSED AND SECONDED BY COUNCILMEMBER DONOVAN. ALL**
177 **AYES. MOTION PASSED.**
178

179 **4. CERTIFIED WATER OPERATOR**
180

181 **a. HYDRANT REPORT:**
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183 **John Manship** stated during the past month, he has gone through the entire city and
184 checked every hydrant. They were all tested to be sure everything was working properly.
185 The water system and the hydrants were all flushed. The water looked clean.

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Some that were leaking or stiff were repaired. There is a problem with the hydrant on Five Oaks Lane and Oakridge. The hydrant is thirty years old, the seal on the bottom is leaking and the bleeders on the side are leaking. He suggested this hydrant should probably be replaced with a valve and a newer breakaway hydrant.

The remainder of the hydrants seem to be in pretty good shape. He also checked the valves throughout the city because of the new paving and seal coating project and located them all. Some need to be raised to grade level. Schifsky is going to work on a couple of them.

John then stated he checked with Capra??? about the cost of replacing the hydrant. The estimated cost is about \$3,000 for the hydrant and the connections and hardware and things that go with that. It would approximately be an additional \$2,800 to \$3,000 for the labor. The hydrant is located in a grass area next to a black top driveway. Some utilities are in the way.

The cost would include replacing the hydrant, replacing the valve and bringing it up to standards to make it a breakaway hydrant, a traffic hydrant like the code the city would want to have. He then explained that they would dig down, put a valve in so the city would have control over that hydrant. After that, the new hydrant would be installed to make it a breakaway for traffic safety. This would most likely be an eight hour project. The water would have to be off from Five Oaks Lane and Oakridge over to Cedar... from Five Oaks to Cedar.

The water would be off for a two-block area for most of the day. John would see to the notification to the residents which would be done at least a week in advance with flyers. He emphasized this should be done before winter because it's a freeze-up hazard. The seat of the valve at the bottom is leaking. Water is oozing up into the hydrant, it stays full of water and if it freezes solid, it's not going to work.

The work shouldn't involve any pavement of the home owner's driveway or the roadway. It depends upon the soil conditions. It's clay so the walls are fairly good. It's 8 feet deep so it will be a pretty good sized hole. The gas and electric utilities would be in the way. John stated that it's one of those things where we will have to dig it up and do what has to be done. Hopefully, there won't be any driveways or paving involved.

The cost includes restoring the grass to that point. The overall total cost is approximately \$6,000. Capra's (spelling ??) bid is an estimate. Once they get the utilities marked and actually get down in there, they'll know better how involved the job will be. John said he felt the cost shouldn't go over \$6,000.

Once the current work need is done, John said he would go through the city once a year and make sure that everything works and take up any issues at that time.

Mayor Wingfield asked John if he needed authorization from the city council for \$6,000 as a cap or does he need 10% on top of that to make it work.

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John said he could get a hard price from Capra ?? and a good estimation and come back to the council next month to do it in September.

Mayor Wingfield asked John if Capra's price was going to change. She asked if they going to bid the job based on their cost.

John responded that Capra said the estimate of \$6,000 was a rough estimate. John said he felt it shouldn't change much. The variables come in when the ground is opened up and they dig down 8 feet.

Councilman Donovan asked if there is an expected life on the hydrants.

John said it depends upon the use and traffic. Some of the hydrants in St. Paul are antique yet still in working order.

Councilman Donovan stated it sounds like if the hydrants were properly maintained and serviced, they would last for a considerable length of time. John agreed.

Councilman Donovan then asked John if there was a particular reason that the city was asked to just go with Capra.

John responded that Capra is good, they do White Bear Lake. John has a good working relationship and history with them. Their work has been done with no damage. He is the backup for water main breaks and he is local.

Councilmember LaFoy suggested an amount over the \$6,000 be approved as a cap to allow for any contingencies once the job is started.

Councilmember Donovan agreed and suggested a cap of \$6,000.

Everyone agreed.

MOTION WAS MADE BY COUNCILMEMBER DONOVAN FOR THE CITY TO APPROVE A CAP OF \$6,600 FOR CAPRA TO REPLACE THE HYDRANT LOCATED AT FIVE OAKS AND OAKRIDGE AND SECONDED BY COUNCILMEMBER KEVIN WOOLSTENCROFT. ALL AYES. MOTION PASSED.

b. INVENTORY UPDATE

John Manship stated that before winter and water main breaks, the city should stock two of each of the sizes. The city has 6" and 4" water mains. The inventory should include a regular repair saddle and a tapped??? repair saddle; one for each side - one for 4" and one for 2". There should also be an inventory of the various split rings - container rings. John gave a rough estimate of approximately \$1,200 in materials to have on hand in the inventory.

John stated it is important that he have those items here so they are ready to go and easily accessible in case of an emergency repair. They should be kept in a warm area so that they are ready to go.

281

282

John stated he has checked the current inventory and there are water meters, controllers and some other small items. One of the items he still needs are large 6" clamps, 18" long that are specialty items specifically for water main breaks. They have to be kept in warm storage.

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Mayor Wingfield suggested making space in the furnace area so the items are kept in a warm area.

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John he only needed a small space, a 4' x 4' area, would probably be sufficient so the items would be readily available. **John** gave an additional list of small items he would need to have on hand. He estimated that \$1,200 should cover the cost of the items needed.

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Councilmember LaFoy made the suggestion that an current/updated inventory with the items and location of the items be kept with the city.

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Everyone agreed.

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MOTION WAS BY MAYOR WINGFIELD TO AUTHORIZE \$1,200 FOR JOHN MANSHIP TO PURCHASE NECESSARY PARTS TO BE PLACED IN INVENTORY FOR EMERGENCY WATER MAIN REPAIRS AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES. MOTION PASSED.

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John then made an inquiry regarding how emergency calls for water main breaks would work.

304

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306

Councilmember Donovan explained the city will soon have a new phone system that will enable people to have a direct connection. If **John** wanted the calls to be routed to his cell phone when someone pressed the code for a water emergency, the new system could be set up that way or it could be routed through dispatch in either White Bear Lake or Washington County depending upon what it is or it could go back to the phone tree.

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John stated using the phone tree system works best if he has replacement people when he's out of town or out of position. It would be nice if it went through dispatch because they're available 24/7.

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Councilmember Donovan explained the phone system would be a 24/7 system. It's an automated phone system and **John's** backup could be put in there as well. Once the new system is in place, this can be addressed and set up any way **John** would like.

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c. CITY MAPS

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322

John Manship stated he has been working on the city maps. The city still need the asbuilts??? for the detailed maps for Five Oaks lane and that area, Oakridge Courts and all that. We don't have the detail maps for that. He is working on upgrading that. **John** went on to say he has located all the valves in that area so the mapping could be put together better.

323

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327

328 There was some discussion regarding the age of the maps, content and current storage
329 location.
330

331 **d. RESIDENT REQUEST FOR REIMBURSEMENT OF WATER CURB STOP REPAIR AT 618 HALL**
332

333 **Mayor Wingfield** asked John for some input and information regarding this issue.
334

335 **John** stated he needs some clarification on this. It is his understanding that the home owner
336 owns the curb stop lifts??? the valve, the box that's at their curb and the line into their
337 house. When someone was plowing the owner's driveway, they didn't know the box was
338 there, hit it and bent it. Someone told the home owner it the city would take care of it. John
339 explained to her that if the home owner owns it, it's theirs. It's their responsibility to
340 maintain it and keep it in working order for the city. He explained all this to her ahead of
341 time. He then dug up the box, straightened it, fixed it, put a new top on it, etc. He then
342 sent her a bill for the work. She die send John a check.
343

344 John asked for some clarification as far as the city's policy regarding the curb stop. Is that
345 something that the city wants to take on as an expenditure? As he has been working around
346 the city, he has discovered there are a number of them that are full of dirt or broken off and
347 not functional. If the home owner calls up and they need their water shut off and it can't be
348 shut off, a two or three block area would have to be shut off which would inconvenience a
349 lot of residents just to work on it.
350

351 **Mayor Wingfield** asked how many people actually ask John to shut off their water. She
352 assumed everyone has a water shutoff right before the water meter.
353

354 **John** explained that he has seen many valves that are broken, cracked or bent. He said there
355 have been incidents where people crank the valve and break it. If something happens, i.e.
356 there is a flood in their house and the valve is broken or otherwise inoperable, there is no
357 other way to shut off the water other than at the street. Every home has a shut-off valve.
358 It's in the state code. It's in the plumbing code. They have to have a shut-off valve. Curb
359 stops are on private property at the property line. The home owner pays to have it installed
360 and it's theirs.
361

362 John said he thought the confusion with the home owner as to who was responsible was
363 because someone had told her the city would take care of it. He said that when she
364 contacted him to repair it, he explained to her that the curb stop was hers. She had to have
365 it fixed that day because she had a sale closing on the house that day so it had to be fixed.
366 John went ahead and repaired it. He went on to say he did another one in the same
367 situation which is why he needed clarification on this issue as to who is financially
368 responsible.
369

370 **Mayor Wingfield** said she felt that until there is any information to the contrary, the city
371 should not take any action on this at this time.
372

373 **Councilman Donovan** asked John if when he found problems with a resident's curb stop,
374 would it would be possible for John to write it up and give it to the resident to serve as

375 notification that the problem is their responsibility to fix. They could then hire whomever
376 they wanted to fix it.

377
378 **John** responded that he usually does notify the resident of problems he finds with their curb
379 stop that needs to be repaired.

380
381 **Mayor Wingfield** suggested a notice be put in the newsletter regarding what a curb stop is,
382 where it's located and that repairs are the responsibility of the resident because they own it.

383
384 **e. WATER SERVICE ON 704, 6, 8, 10 and 12**

385
386 **Mayor Wingfield** brought up the issue of water service on 704, 6, 8, 10 and 12. She
387 explained emails had been received regarding this issue. The service was put in well before
388 the city of Birchwood Village had service in that area so they got their own. They have been
389 receiving their water from Mahtomedi for some time. They are now having problems.

390
391 **John** stated that there are more people now and they are using more water; about 110
392 gallons per person per day. There is more water use today than there ever was before. He
393 worked on that line back in the 1960's. That is a 2" line. It was fine when there wasn't as
394 much water use, but it has now become a capacity issue. He stated he has talked to the
395 residents regarding the possibility of running their own line from Birchwood Avenue into
396 their house. There is plenty of capacity on that main on Birchwood Avenue. He discussed
397 several different alternatives with Bruce ????, the Public Works Director from Mahtomedi.
398 They may have a meeting on this issue on the 29th of August.

399
400 **John** stated he has some other workable ideas regarding other ways that would help those
401 home owners.

402
403 **Mayor Wingfield** stated it sounds like until the residents come to the city asking for help
404 with this issue, it's a private problem right now and not an issue for the city at the present
405 time.

406
407 **John** responded that he didn't think it was a city issue. The city will probably okay tapping
408 into those mains. There is plenty of capacity in the main, It's fairly straight forward for the
409 first three houses to tie into that main and run similar to the other two houses. An individual
410 line would be run to each house. The way it was previously done in the past was to run one
411 line up then split and run into different houses. It's not code. It's not proper. It's not
412 passable these days to do it that way. If the first three houses run their own service, there
413 should be plenty of capacity for them.

414
415 **Councilmember LaFoy** asked if they are being billed for the water.

416
417 **John** said they are being billed from Mahtomedi.

418
419 **Mayor Wingfield** stated the council would remain in a monitoring status for the time being.

420
421 **John** stated there is a meeting scheduled for the 22nd of August but they are probably going
422 to move it to the 29th.

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Mayor Wingfield stated if the meeting was moved to Thursday, August 29th, she would attend the meeting.

NO FURTHER ACTION WAS TAKEN AT THIS TIME.

5. COTTONWOOD TREE REMOVAL - 600 BIRCHWOOD

Mayor Wingfield asked for an update. She stated she had received a note from Paul Steinhauer that there was a resolution.

Sue Pavek, 612 Hall stated that recently she had a discussion with Paul about the tree removal. She clarified that she, Greg Donovan and Bill ??? are not in favor of cutting down any trees if it isn't absolutely necessary and that keeping neighbors happy was important. She stated she was willing to compromise and agreed to cut down the one tree that was closest to the driveway. She asked if that tree was cut down, could the other trees be left alone? Greg and Bill were both there and heard the conversation. She feels it is a fair compromise.

Councilmember LaFoy stated he had come by and talked to Paul later that same day and that is what Paul told him.

Mayor Wingfield stated that somebody will pay for it even though the tree is on city property. Paul is working that out so whoever is covering the cost is covering it.

Councilmember LaFoy stated that Paul told him he is paying for it.

Councilmember Woolstencroft commented that unfortunately the tree was there long before the driveway was made and that that portion of the driveway is more on the easement that is actually on his own property. He stated he hated to see a beautiful tree cut down just because the driveway was put within a foot of the tree and the tree has continued to grow and has done minimal damage to the driveway. He further stated it wouldn't take much to add onto the side of the driveway and push the driveway over and not impede with cutting the tree down.

Councilmember Donovan stated that he had been there looking over the situation and the surrounding areas. He agreed with Councilmember Woolstencroft. It's not impeding the driveway. As far as the view goes, it doesn't appear that cutting down the tree will impact the view very much. The shade will still be the same if just one tree is cut down. He stated he would not be in favor of cutting them both down. He felt the compromise was fair. He said the thought that Paul had sent emails to the Hausers and a couple of other neighbors.

Mary Hauser, 616 Hall stated she had talked to Paul about a week ago and he informed her he had reached a compromise. She has not heard from him since. She agreed with Sue Pavek that it is important to keep peace and harmony in the neighborhood and the trees intact.

470 **Mayor Wingfield** asked Mary Hauser if the compromise works for her and Mary Hauser said
471 that it does.
472

473 **Bob Pavek, 612 Hall** stated that he also had told Paul that he agreed with his idea of only
474 cutting one tree down, but he agreed only to preserve peace in the neighborhood and the
475 community. He went on to say that in retrospect, it's sad that we have to sacrifice a tree
476 that is not doing any harm to anyone as far as he's concerned. He stated he has looked over
477 the cracks in the pavement of Paul's driveway. It doesn't look to be very bad. He just
478 wanted the city council to know how he felt about this issue.
479

480 **Councilmember Woolstencroft** stated the cracks in Paul's driveway were normal cracks that
481 happen in any driveway or any street. It's not caused because of the tree. He then stated
482 that he did not realize there were two trees that are very close to one another. He asked if
483 Paul is going to be able to guarantee that when he takes the one tree down that there will
484 not be any damage to the existing tree that is next to it.
485

486 **Councilmember Donovan** stated he assumed that would depend upon who Paul hires to
487 take the tree down.
488

489 **Councilmember LaFoy** stated that when he was there looking over the situation, it looked
490 like the two trees are different trees. One could lean and cleanly fall to the side.
491

492 **Mayor Wingfield** asked John if he was the one who was going to take the tree down. She
493 asked if John could assure the city that when the tree is taken down that it will come down in
494 pieces in it's own territory.
495

496 **John** stated it should fall straight down right by the tree. The tree that's coming down arches
497 away from the other tree. The tree will be cut down in small chunks.
498

499 There was additional discussion regarding how the tree would be taken down.
500

501 **MOTION WAS MADE BY COUNCILMEMBER DONOVAN TO REMOVE THE ONE**
502 **COTTONWOOD TREE ON THE EASEMENT LOCATED AT 600 BIRCHWOOD AND THE**
503 **HOMEOWNER WOULD PAY FOR THE REMOVAL AND SECONDED BY COUNCILMEMBER**
504 **LAFOY. MAYOR WINGFIELD, COUNCILMEMBERS LAFOY AND DONOVON VOTED YES.**
505 **COUNCILMEMBER WOOLSTENCROFT VOTED NO. MOTION PASSED 3/4.**
506

507 6. TREE REMOVAL

508

509 **Councilmember LaFoy** stated he had received pictures of what the tree looked like from
510 McGinnis. In July, they had sent a notice to the city requesting that action be taken to cut
511 this tree down and remove the brush from another city easement. He stated he thought the
512 city has already received a bid for \$267 to remove the tree and the brush.
513

514 **Mayor Wingfield** stated since she had no idea where this tree is in relation to the right-of-
515 way, she would like to have a look at it. She requested this issue to placed on the September
516 10, 2013 agenda for further discussion after the area has been looked over.
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The question was asked as to what type of tree it was. The answer was it is a Locust Tree.

Councilmember LaFoy stated he felt the city council was spending a lot of time on various tree issues. He asked if there isn't a way the City Clerk could take care of something like this.

Councilmember Woolstencroft stated that if the tree is in the woods and it falls down, it stays there. If the tree is going to be a public nuisance or something like that or if it's going to fall into the road and cause damage, then the issue has to be addressed.

Councilmember LaFoy would like to get the City Clerk more involved instead of before the city council. He suggested the clerk get three bids and present them to the city council. Perhaps a limit of up to \$500 could be set. This could get these things moving forward as opposed to taking up the council's time and being on the agenda for months at a time. He stated this will inevitably come up from time-to-time. He felt having a system with the City Clerk involved would enable these issues to be resolved faster.

Mayor Wingfield agreed that not all tree issues need to come before the city council. However, it is wise when a specific tree issue comes up that is beyond the council's recognition, that it be looked at by the council.

Councilmember Donovan asked if there is an official tree inspector.

Mayor Wingfield stated that Steve Dean is the tree inspector but only in regard to diseased trees. That is an issue that will soon be coming up as well.

Councilmember Donovan suggested that perhaps Steve Dean could take a look at tree issues and let the council know if it is a danger or not.

Mayor Wingfield agreed. She stated she felt the council should be involved in the decision-making process. She said that the council could ask Steve to look at this particular tree and let the city know if it needs to be removed.

Councilmember LaFoy stated he would talk to Steve. He then asked if Steve thinks it's an emergency and the tree needs to come out, can he just take it out or does he need to come back to the council?

Councilmember Donovan agreed that if Steve thinks it's an emergency, he should take it down.

Mayor Wingfield stated the city takes care of emergencies whether it's John Lund, Steve Dean or whomever. She then asked if the city could receive an update as to what Steve comes up with.

Councilmember LaFoy brought up another tree issue where a tree had actually fallen into the street and Brian ???? dragged off to the side of the road. It's not an emergency but Brian wants to get rid of it.

565 There was some discussion about the location of the tree, the amount of debris to be
566 disposed of and whether it was an emergency situation or not.
567

568 **Mayor Wingfield** stated she felt the city should have a policy regarding trees that fall and are
569 pushed off to the side so that the city doesn't have a knee-jerk reaction then find out later
570 that the city doesn't have the budget to take care of it. There are a fair number of trees that
571 come down each year so this issue should be addressed. She asked Charlie Yunker if St.
572 Anthony Village had a policy in place regarding this issue. Charlie stated he would check and
573 get back to the council at the September meeting.
574

575 **Councilmember LaFoy** brought up the issue of pieces of property currently owned by the city
576 and treated by some residents as their own personal property. When trees come down on
577 this property, the residents want the city to cut them down. He then asked what the point is
578 for the city owning some of these pieces of property.
579

580 **Mayor Wingfield** stated that there is developable land there. Some of the owners are
581 expecting that they have that access that's available on highway.
582

583 **Councilmember LaFoy** asked if the city is not going to use, then why should the city keep it.
584

585 **Councilmember Woolstencroft** said that if the property was sold and then the city wanted
586 to develop it, the city would be unable to do so.
587

588 **Councilmember LaFoy** stated he brought up the issue because of the many times people
589 want the city to pay to have trees cut down on property that the city owns.
590

591 7. Approval of July 9, 2013 Regular Meeting Minutes 592

593 **Mayor Wingfield** stated she had made a request to make a change and it didn't get in the
594 minutes. She stated she would like to see changes noted in the Draft copy, approved and
595 then those changes that were approved, made in the final document that is posted.
596

597 One of the changes she requested was on Line #637. Her changes were as follows:
598

599 "the documents contained appear to be the city's **own** original documents—which should
600 not have left city hall in the first place. ~~(that should have been here)~~"
601

602 **Mayor Wingfield** then made mention of the following change on Line 661 which was not in
603 the final minutes of the July 9, 2013 minutes:
604

605 "MAYOR WINGFIELD MADE AN **AMENDED** MOTION TO PULL THE CHECK AND WAIT TO
606 RESOLVE THE MATTER WITH THE MAYOR REVIEWING THE MATTER WITH THE HELP OF THE
607 CITY CLERK."
608

609 She would like these changes is to be reflected in the minutes. She went on to explain why
610 she made these changes.
611

612 MOTION WAS MADE BY MAYOR WINGFIELD THAT THE JULY 9, 2013 MINUTES BE
613 CHANGED TO INCORPORATE THE TWO CHANGES AS OUTLINED AND THEN BE
614 APPROPRIATELY FILED AFTER THE CHANGES ARE MADE WITHIN THAT DOCUMENT AND
615 SECONDED BY COUNCILMEMBER WOOLSTENCROFT.
616

617 Some discussion followed as to which boxes of documents Elfering & Associates took, what
618 they contained and which boxes and documents should have remained with the city and/or
619 should have been returned.
620

621 Councilmember Donovan stated that the city currently has one box of maps. Elfering did
622 not take the box of maps. They took the banker's box of documents.
623

624 Mayor Wingfield stated that at the last meeting in July, Councilmember Donovan said that
625 the mayor will work with the City Clerk to figure it out. This should have been reflected in
626 the July minutes. She went on to say that when the boxes were checked the next day, it was
627 discovered that the boxes that were to be checked had gone back to Elfering. She stated
628 there is a motion and a second and asked if there are any additional comments.
629

630 ALL AYES. MOTION PASSED.
631

632 8. Approval Mayor & Clerk to sign REVISED Yard Works mowing contract.
633

634 Mayor Wingfield stated she wanted to talk about portion of the Yard Works contract that
635 addresses the following: "The walking paths and the ball diamonds are to be kept clear of
636 weeds and dragged at least once monthly." She doesn't feel that Tighe-Schmidt has dragged
637 the walking path in some time or kept it free of weeds. There are weeds growing there. The
638 ball diamond looks a little "ratty" as well. That was one of the things he was asked to do.
639 She asked John Lund to work with him (name)??? and point out that these are the things
640 that are included in the contract and the city would like it to be done. The contract price was
641 raised to accommodate this work.
642

643 She then said that if John Lund thinks it would be better if (name ??) came directly to the city
644 about this so John doesn't have to be put in the middle, the city can have a conversation
645 with him (name??) and tell him the city didn't get the services they expected that were
646 included in the new contract.
647

648 Councilmember LaFoy clarified that John Lund will be working with him (name??) to get him
649 back on track.
650

651 MOTION WAS MADE BY MAYOR WINGFIELD TO APPROVE THE CHANGES RECENTLY MADE
652 TO THE CONTRACT AND APPROVE THE CONTRACT AS WRITTEN AND SECONDED BY
653 COUNCILMEMBER LAFOY. ALL AYES. MOTION PASSED.
654

655 9. ACCEPTANCE OF TREASURERS REPORT AND APPROVAL OF DISBURSEMENTS
656

657 a. Garage rental check missing for July
658

659 **Mayor Wingfield** brought up the issue of the monthly payment the city receives for the
660 rental of the garage. No payment was received for July, 2013 but a payment was received for
661 August, 2013. She asked Interim City Clerk & City Treasurer, Cindie Reiter about the status
662 of these payments.
663

664 **NOTE: I could not hear Cindy very well so some of the following might not be correct:**
665

666 **Interim City Clerk & City Treasurer, Cindie Reiter** stated that at last month's meeting which
667 was early in the month, the garage rental was discussed. Something was being done to
668 change the locks on the garage. Sometimes the checks come in on the tenth of the month or
669 later. Since last month's meeting was early, July 9th, and the packets to the city council
670 probably went out on the 5th of July, if payment for July was received, it wouldn't have
671 appeared in the July treasurer's report. As it was, the payment for that month was not to be
672 submitted because the renter ???? could not use the garage because he was on vacation.
673 He is now back to using the garage which is why he made the payment for August.
674

675 **Mayor Wingfield** said she thought it was a yearly rental.
676

677 **John Lund or John Manship???** said the city had used it for a month when the renter ?? was
678 on vacation. He had agreed that the city could use it for July. By the first of July, everything
679 was cleared out of the garage so that he is able to use the garage again.
680

681 **Mayor Wingfield** stated the tables the city uses were pushed to the back of the garage. She
682 said she felt all of the city's property should be moved to a safer place where it would not be
683 subject to damage.
684

685 **b. Note regarding Schifsky & Son is \$9,200 over budget and Pearson is under budget by**
686 **\$3,800**
687

688 **Mayor Wingfield** stated these were not bids. The original quotes represented time and
689 material estimates. She said she didn't think it's fair to say they were over budget or under
690 budget. They were merely more than anticipated and less than anticipated. She stated she
691 felt the city got a lot more work out of Schifsky i.e. maintenance they took care of along the
692 way. She feels this is important this be noted.
693

694 **c. Sewer repairs**
695

696 **Mayor Wingfield** stated she and Councilmember Bill Hullsiek will be discussing the cost of
697 repairs to the sewers because there have been a lot of repairs and large expenditures done in
698 the last couple of months for these repairs. She would like some explanations and
699 clarification. The pumps are new and the city is getting new technology. The question is
700 what is the cause of the large expenses and repairs to the lift stations? She stated she felt
701 this is a real concern and wanted to bring it to the council's attention because she didn't
702 think they were aware of this.
703

704 The city is looking at changing the P-structure???? in the city's sewer which is one of the
705 reasons why the city had to do it because the city is not covering the maintenance costs with
706 income.

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She said she is going to sit down with Councilmember Bill Hullsiek and the City Engineer to discuss what can be done to save the city up front money.

MOTION MADE BY MAYOR WINGFIELD TO APPROVE THE TREASURER'S REPORT AND PAY THE BILLS AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES. MOTION PASSED.

10. UPDATE - WASHINGTON COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT

Councilmember Donovan stated he received some correspondence back from Mahtomedi. They returned and finalized the contract with the amounts. However, the City of Birchwood Village was not included in the contract. They will be getting back to the city some time this week. The contract should then be put before the various city councils. Everybody is already on board. The numbers are not going to change.

Councilmember Lafoy stated that once the City of Birchwood Village is included in the contract, the numbers should go down once the amount is divided among all the cities included in the contract.

Councilmember Donovan stated that they are all on board. It just hasn't been presented to their city councils and passed yet. Once approved, all that will need to be done is to sign the contract.

Mayor Wingfield asked if that will be done prior to the City of Birchwood Village's September meeting so it can be addressed in the preliminary budget?

Councilmember Donovan stated he thought it would be. He said he didn't anticipate any changes. He said he thought the city should give White Bear a "heads up" somewhere along the line.

Mayor Wingfield asked Councilmember Donovan when he wanted to do this. She stated she had previously been directed to write the letter but she doesn't have anything stating the city was definitely doing this.

Councilmember Donovan suggested the city wait a week to see if the paperwork and contract comes through. He said when it does, he will give the mayor a call.

Councilmember Woolstencroft asked when the contract with White Bear expires.

Mayor Wingfield stated it expires the end of the year. However, the notice to White Bear to terminate is required by September 30th as a courtesy to let them know as soon as possible.

Interim City Clerk & City Treasurer, Cindie Reiter asked if the paperwork would be coming in from Mahtomedi or Washington County?

Councilmember Donovan said it was coming from Mahtomedi... technically from the Sheriff.

754 **Mayor Wingfield** suggested a notice be put in the newsletter explaining this change because
755 there is some misunderstanding and misconceptions about this among some residents.
756

757 1. There will be five officers assigned just to the City of Birchwood Village. Basically, the city
758 is a district by itself.
759

760 2. There office is more or less the Mahtomedi Fire Station. **NOTE: I wasn't quite sure what**
761 **Mayor Wingfield said here.**
762

763 She went on to say she didn't feel enough has been done to inform the residents about this
764 change. She asked if the Sheriff should be invited to the September city council meeting?
765

766 **Councilmember Donovan** agreed. He added that he thought it would be a good idea to
767 request the Sheriff come out to the next city council meeting.
768

769 **Councilmember LaFoy** agreed and said he felt the sheriff should also be invited to attend the
770 October city council meeting as well. He thought they might actually come to every city
771 council meeting.
772

773 **Mayor Wingfield** asked if Councilmember Lafoy was referring to the sheriff or a deputy?
774

775 **Councilmember Donovan** said it was a representative.
776

777 **Mayor Wingfield** suggested Bill Clinton (spelling ??) come to the next meeting.
778

779 **Councilmember LaFoy** agreed. He suggested the clerk ask him.
780

781 **Mayor Wingfield** said she would forward Bill's email address so he could be invited to attend
782 the September or October meeting, whichever works for his schedule.
783

784 **Interim City Clerk & City Treasurer, Cindie Reiter** asked Mayor Wingfield if she was going to
785 draft a letter or send a letter?
786

787 **Mayor Wingfield** stated she would draft the letter and forward it to Cindy to put on the
788 letterhead and that she would not just send it.
789

790 11. PERSONNEL LIAISON UPDATE

791 a. Report and Discussion regarding the Shared Service Agreement with St. Anthony Village

792 **Councilmember Donovan** stated he received the Shared Services Agreement from St.
793 Anthony Village and that he had hoped the City Attorney would be at this meeting. He then
794 asked if Charlie Yunker could fill the council in on the terminology etc. in the agreement as
795 far as what the city does as far as authorizing the treasurer and clerk.
796
797

798 **Charlie Yunker, St. Anthony Village** stated that he understands it, the resolutions
799 Councilmember Donovan has in front of him are seen as appropriate. The city can approve it
800 and there won't be any conflicts on either side.
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Councilmember LaFoy stated that it was his understanding that the Birchwood Village City Attorney, St. Anthony's City Attorney and the legal city's attorneys, whoever they are, all looked at these documents and signed off.

Councilmember Donovan asked if Randy had talked with Kevin Sandstrom as well.

Councilmember LaFoy said he thought Kevin had dropped something off. Randy said he didn't talk to Kevin personally.

Mayor Wingfield said she had received an email from Kevin she thought went through the clerk in which he said he didn't have any problems. She said she thinks he said he has a few technical changes. He was working with Councilmembers LaFoy and Donovan to have them incorporated and that was it. There wasn't anything that he anticipated would cause any problems. She then said that with that, she thought the city is good to go.

b. Resolution 2013-15 Approving Shared Service with St. Anthony Village

MOTION WAS MADE BY COUNCILMEMBER LAFOY TO APPROVE RESOLUTION FOR THE SHARED SERVICE WITH ST. ANTHONY VILLAGE AGREEMENT AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED.

Councilmember LaFoy asked if this was a series of documents that have to be put together to approve to get this relationship going.

Mayor Wingfield responded that the documents to be approved were to establish a relationship with St. Anthony Village to provide services for staff.

c. Resolution 2013-16 Appointing Barbara J Suci as City Clerk and Charles Yunker as City Treasurer for the interim period from August 13th through November 11, 2013.

MOTION MADE BY COUNCILMEMBER LAFOY TO APPROVE THE APPOINTMENT OF BARBARA J. SUCIE AS CITY CLERK AND CHARLES YUNKER AS CITY TREASURER FOR THE INTERIM PERIOD FROM AUGUST 13TH THROUGH NOVEMBER 11, 2013 AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED.

d. Approval of the Shared Service with St. Anthony Village

MOTION WAS MADE BY COUNCILMEMBER LAFOY TO APPROVE THE SHARED SERVICE WITH ST. ANTHONY VILLAGE AGREEMENT AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED.

Mayor Wingfield asked Charlie Yunker about notices under paragraph 16. "Requiring notices to Birchwood shall be in writing and shall be by hand delivery to city rider, city clerk or mailed, etc., etc." So notices are required under different provisions, not just for purposes of now but later as well. She stated that for notices such as term and termination, "The termination of this shall be given notice", she would be more comfortable having the

849 city's Personnel Liasons (Councilmembers Donovan and LaFoy) as the receivers of any notice
850 so that it goes directly to them and then the City Clerk can be copied as well.
851

852 She stated she would hand write in the changes to Paragraph 16 and initial the changes
853 which should be fine.
854

855 **Councilmember Donovan** stated the email address was changed on the document as well.
856

857 **FRIENDLY AMENDMENT**
858

859 **MOTION WAS MADE BY COUNCILMEMBER LAFOY TO APPROVE THE AMENDMENT TO**
860 **PARAGRAPH 16 OF THE SHARED SERVICE WITH ST. ANTHONY VILLAGE AGREEMENT AND**
861 **SECONDED BY COUNCILMEMBER WOOLSTENCROFT.**
862

863 **Mayor Wingfield** mentioned another change in page 5; Cindy Reiter is Interim City Clerk and
864 not Coordinator. The city doesn't have a position for City Coordinator.
865

866 All councilmembers accepted this change.
867

868 **ALL AYES. MOTION PASSED.**
869

870 **Councilmember Donovan** said it was his understanding that there was going to be a sort of
871 meet-and-greet meeting, on Thursday with the staff only. The time has yet to be
872 established.
873

874 **Councilmember LaFoy** confirmed this. He stated it was the intention that Mary Sue and
875 Cindy will remain here in Birchwood as the city's representatives.
876

877 **Mary Sue Simmons, 418 Birchwood Court** stated she was a temporary employee and
878 resident. She said she has been informed that there will be a meeting to assist with the
879 transition and new beginning.
880

881 She brought in the inventory of the City of Birchwood's equipment. She explained she has
882 been working on this project as well as an inventory of maps and keys. She had been taking
883 pictures to place in a portfolio which will eventually be translated into a list to be placed in a
884 separate file. This will include the maps. She asked the council members if this was okay...
885 as time permits... unless the City of St. Anthony wants to take over this project.
886

887 **12. RELEASE OF FUNDS FOR THE CONTINUATION OF THE WORK ON THE HOCKEY HUT**
888

889 **Mayor Wingfield** asked John to confirm that he wanted to release the funds needed to keep
890 working on the hockey hut.
891

892 **John** confirmed that he would like the \$12,000 in the fund released.
893

894 **Mayor Wingfield** stated the amount the city accepted and acknowledged by resolution was
895 up to \$6,400 in addition to a \$3,000 matching fund.
896

897 **John** stated they were to raise \$6,000 and then once that was done, the city agreed to
898 release the other \$6,000 for a total of \$12,000.

899
900 **Mayor Wingfield** explained that she thought the Oliver-Washburn Family Foundation was
901 offering up a \$3,000 matching fund. **John** agreed. She went on to say that this wasn't
902 reflected in the city's numbers so the total was actually \$9,400.

903
904 **John** agreed and asked what the current total was. He also asked if the Oliver-Washburn
905 Family Foundation portion had come in yet.

906
907 **Mayor Wingfield** responded that it not come in yet but it will. They have already
908 acknowledged.

909
910 **John** said that with the \$3,000, the current total is up to \$9,350, once that comes in.

911
912 **Mayor Wingfield** stated that the current total of contributions today comes to \$6,400.

913
914 **John** said an additional \$150 has come in making the current total, \$6,550.

915
916 **Mayor Wingfield** stated the fund raising was going well and went on to say that if the
917 funding had not gone this well, the city would be looking at spending \$2,000 to put up a
918 temporary hut with the electrical, etc., so when you add up the \$9,400 and that savings
919 alone, it comes to basically the \$12,000.

920
921 **John** stated the cost of the warming house has already jumped a little over \$2,000. He said
922 he just had it re-estimated.

923
924 **Mayor Wingfield** asked **John** what the new number is.

925
926 **John** responded that the new number is \$11,046.97 including tax.

927
928 **Mayor Wingfield** stated she recalls that the prior number was \$17,000. She asked if the
929 number was now up to \$19,000?

930
931 **John** said that \$18,000 should still work. The old cost was \$8,500 just for the material part.
932 The electrical was \$3,500. He stated that he feels that, as of right now, they are still good
933 with the money that has been donated and donations by Schifsky, SubStone (spelling??)
934 Concrete and Steve Dean who has been allowing **John** to use his bobcat for the last month.

935
936 He went on to say that once the funds are approved tonight, he will order the material which
937 will take about a month to arrive. From now until the trusses and the rest of the package
938 come in, he will put together a schedule for those who want to help with the structure. They
939 are all volunteers.

940
941 **Councilmember Donovan** asked if the council was giving **John** \$12,000.

942
943 **Councilmember LaFoy** said that **John** has the \$6,400 that was already raised.

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Mayor Wingfield explained that in addition to the \$6,400 in the fund, there is \$3,000 from the Oliver-Washburn Family Foundation which is a total of \$9,400. She said that if there is no additional funding, the city needs to bridge the gap with another \$2,600. Since the fund raising is still continuing so that figure could be lower.

Councilmember Donovan said that next year painting the rink which could be included in the budget.

Councilmember LaFoy asked if the funds would come from the city budget.

Mayor Wingfield responded that the money would be coming from the donations. \$9,400 would be coming from donations and anticipated pledged donations as of today. The balance to be covered either through future donations or through the Special Parks Fund.

MOTION WAS MADE BY MAYOR WINGFIELD TO AUTHORIZE JOHN LUND TO ACQUIRE THE MATERIALS FROM MANARD (SPELLING??) UP TO \$12,000 TO ACCOMPLISH THE FINAL CONSTRUCTION OF THE HOCKEY HUT AND SECONDED BY COUNCILMEMBER LAFOY. ALL AYES. MOTION PASSED.

Councilmember LaFoy mentioned that there is a notation in the city web page as to where people can go to make donations.

13. DECISION WHETHER OR NOT TO ANNOUNCE THE VACANCIES IN THE PARKS AND OPEN SPACE COMMITTEE TO MAINTAIN UP TO 9 MEMBERS.

Mayor Wingfield stated that the issue before the council is whether to replace those people or to let the member numbers in the committee change to seven people.

Councilmember Donovan stated he felt it would easier to get a quorum if the number were reduced to seven. The bylaws could be changed to seven. The Parks & Open Space Committee voted to allow the Mayor to make that decision.

Mayor Wingfield agreed. She said that now that this committee is well-established as a formal working committee, she feels that keeping a smaller number is more reasonable.

MOTION WAS MADE BY MAYOR WINGFIELD THAT THE PARKS AND OPEN SPACE BYLAWS BE AMENDED TO SEVEN MEMBERS AND SECONDED BY COUNCILMEMBER DONOVAN. ALL AYES. MOTION PASSED.

14. POISON IVY PROBLEM

Mayor Wingfield said she talked with Ken Johnson?? about this. He said he's busy and the city could get someone else to kill the poison ivy. She stated the issue should be dealt with now because if it isn't, it will come back even worse.

John suggested it be added to the annual budget to be sure it is taken care of every year.

Mayor Wingfield stated she didn't think it would cost more than \$50 to do this.

993

994

Councilmember Woolstencroft offered to assist.

995

996

Some discussion followed.

997

998

NO ACTION WAS TAKEN AT THIS TIME.

999

1000

15. CODE RED – Update and Sign-on

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Councilmember LaFoy stated that on the city's web site, there is a place for people to sign up for the Washington County Red Alert. What this means is if there is an emergency in town or an emergency in the community, an amber alert type of thing, you will receive an alert right away. The alert can be sent by email, text or cell phone. It's free. As long as you are in the system, the alert will come to you, once you've signed up for it.

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Mayor Wingfield asked if the city still initials the alert.

1009

1010

Councilmember LaFoy stated it's on the city's web page. You, as an individual, initiate it, not we as a community. No action is required by the city council.

1011

1012

1013

NO ACTION TAKEN AT THIS TIME.

1014

1015

16. BUDGET WORK SESSION UPDATE – MEETING August 5, 2013

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Mayor Wingfield stated she has a number for next year which is \$326,299. Last year's budget that was certified was \$336,000 or \$339,000. So the budget is down \$10,000 more or less. This will be verified at the September meeting. Then the city will be locked into that number and nothing higher. However, if something changes, it can always be revisited with a different number if it needs to be lowered.

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She just wanted the public to be notified that the city is accomplishing what was planned under the approved budget.

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17. GARAGE RENTAL – TERM EXPIRES OCTOBER 31, 2013

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1028

Mayor Wingfield stated the garage rental term expires the end of October. This is one of the expiring contracts that come due. It has become more convenient for the city to have access to that space. It doesn't generate much income. The rent is only \$21 a month which is way below market. She stated she felt the city should have access when necessary especially since the money for renovation of the garage has already been spent.

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All councilmembers were in agreement

1035

1036

She then asked Interim City Clerk Cindy Reiter to send John Velin??? a notice at the end of August that the garage rental contract will not be renewed.

1037

1038

1039

Since the contract will just expire, she then asked if any council action was required.

1040

1041 MOTION WAS MADE BY COUNCILMEMBER LAFOY THAT THE CITY GARAGE NO LONGER BE
1042 RENTED AND SECONDED BY COUNCILMEMBER DONOVAN. ALL AYES. MOTION PASSED.
1043

1044 **18. RENTAL UNIT ORDINANCE PROPOSAL**
1045

1046 **Mayor Wingfield** stated this was something Carole Ranen had brought up earlier in this
1047 meeting. One portion has to do with regard to rental property and the other has to do with
1048 housing code. The rental unit ordinance will be addressed first.
1049

1050 She stated that this issue is probably going to become more prevalent. She had heard from
1051 several people who would like to see this ordinance adopted. She went on to discuss a code
1052 provision from the Louisville City code whose City Attorney said it was a very workable
1053 provision.
1054

1055 The mayor when on to explain that the provisions of the code basically state that if you have
1056 rental property and you're the landlord, you have to register with the city. She said she
1057 didn't think it would generate much in fees that cities can charge. She then asked Charlie
1058 Yunker if they have this in St. Anthony and if so, what the fees are.
1059

1060 **Charlie** responded that he believed the city does have this and does charge a fee but he was
1061 unaware of what the fees are. He offered to look it up.
1062

1063 **Mayor Wingfield** stated she suspected the fee might be substantial maybe \$250 or \$500 -
1064 ballpark. She said the city just wants to get a handle as to who is renting property and that
1065 she thinks the council tried to initiate something on this about 2007, 2008 and it didn't get
1066 traction.
1067

1068 She explained that basically, if there are a lot of nuisance calls, complaints and police are
1069 involved, it gives the city an option to tell the landlord that they are responsible for the
1070 rental property. If they don't, it costs the city money, it detracts from the neighborhood and
1071 could cause the landlord to lose the privilege of having a rental property. Some cities have
1072 taken this on to ensure they don't have a neighborhood that becomes blighted by one or two
1073 bad homes. She stated she felt this is something that is overdue.
1074

1075 She proposed this issue to put out for a Public Hearing and have it come as per the city's
1076 policy for public comment and any other change or corrections and deal with it at that time.
1077 The purpose is to monitor properties and make sure they aren't using more resources or
1078 becoming a nuisance to the neighbors.
1079

1080 **Councilmember LaFoy** said he didn't think it was that much of a problem. He stated he felt
1081 the city already has enough nuisance type statutes in place on the books to handle
1082 something like this. If somebody is being a nuisance, they can call the police.
1083

1084 **Councilmember Woolstencroft** stated that the problem is it's going to the person who's
1085 causing the nuisance, it's not going back to the owner of the property to remedy the
1086 situation.
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Mayor Wingfield stated she recently had a discussion with Rob Flick (spelling??). He asked if there was a code that involved actually going into the premises and doing an on-site evaluation to make sure they are in compliance. She said that to her knowledge, there are four homes that would qualify for this.

Councilmember LaFoy suggested that is this is not a rush, this could be handed to the Planning Commission which has been done in the past.

Additional discussion followed.

Mayor Wingfield added that something could be added to the current codes the effect that if you have three strikes and the police are involved and there are consequences, you lose your privilege of renting in Birchwood. She stated that based upon the response in the past to some of the Public Hearings, she wondered if this would be fruitful. There are people who are anxious to see a resolution on this and get this passed. She said she could produce the names and addresses of at least ten residents who would like to see this passed. She stated she is not saying the council should go ahead and have the Planning Commission deal with it. She would prefer the city council dealt with changes.

Councilmember Donovan suggested the City Attorney take a look at it and the mayor agreed. He stated he didn't see a problem with passing something like this. With the number of foreclosures in town, there are more rental properties. He has heard some complaints from some residents as well. He stated he didn't feel it would hurt to have something with full teeth in it.

Mayor Wingfield stated she would be happy to have the City Attorney look at it, sign off on it and get back to the city clerk to publish it for a Public Hearing in September. She said she really thinks this is something that is necessary to be addressed and have the city council keep moving on this issue.

Councilmember Donovan asked if the target date for the Public Hearing would be for the September hearing and then vote on it at that time?

Mayor Wingfield stated the council could vote or not. By having a Public Hearing the people who are concerned about this issue, can come to the meeting and state their concerns. If it turns out after the September meeting, it's too soon to make a decision, at least it has been addressed.

MOTION WAS MADE BY MAYOR WINGFIELD TO SEND THE PROPOSED RENTAL UNIT PROPOSAL TO THE CITY ATTORNEY FOR REVIEW. COMMENTS TO BE SENT TO MAYOR WINGFIELD. She then asked for a second or if someone want to make another motion?

Councilmember Donovan stated he would like to take a look at it first and move the time to October. It can still be passed this year. The ordinance can go into effect after it's published. The public can be notified that the city is looking for public comments on this issue, then pass it in October. That would give the city council more time to go through it.

Mayor Wingfield asked when the public should be informed; September or October?

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Councilmember Donovan responded he thought it should be in October so the city has at least a little time to go through this. However, that could be a problem. It depends upon when Kevin will be able to look it over and give his opinion, how much public notice must be given for the meeting. He stated he favors October. He also stated that if a special meeting was needed, that could be done as well.

Mayor Wingfield then suggested the issue be referred to the City Attorney for comment. Then at the next city council meeting, the city council could decide how they want to proceed.

THE MOTION FAILED FOR LACK OF A SECOND. DIRECTION TO STAFF WAS TO GIVE THE RENTAL REGISTRATION AND RENTAL CODE ENFORCEMENT OVER TO THE CITY ATTORNEY FOR REVIEW.

19. HOUSING CODE ORDINANCE PROPOSAL

Mayor Wingfield suggested the same be done with this proposal as was done with the previous Rental Code Ordinance proposal. The Housing Code Ordinance added some language for vacant homes and nuisance issues that haven't been addressed in the current code. The proposed Housing Code would be sent to the City Attorney for review to be sure it coincides with the 404 chapter of the Housing Code.

Councilmember LaFoy stated some concern about how strict the code needs to be. He feels there should be a balance.

Some discussion ensued regarding exactly what parts of the code Councilmember LaFoy was concerned with. The issue of when a yard is considered a total lack of maintenance was discussed.

Mayor Wingfield agreed that this is something that needs to be looked at and discussed. She then asked if the city council members wanted the City Attorney to specifically look at Paragraph 2, 3 and deal with water-off. She then stated she has a separate proposal that deals with driveway water runoff. If you need a building permit to upgrade your house, you need to upgrade the driveway as well. When the runoff infringes on the City Right-of-way, you've then created a different issue. This is not a matter of requesting the resident upgrade to pavement. It's a matter of upgrading to prevent problems for the city.

She suggested all of this be presented to the City Attorney and contact her if he has any questions.

Everyone agreed.

20. SEPTEMBER MEETING AND NEWSLETTER ITEMS

Mayor Wingfield suggested the following items be in the newsletter:

- 1. Traffic Calming option for Hall/Cedar (reduce speed/stop signs)**

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She would like it clarified that she did not say that stop signs would be installed. She only said these are things the city will be discussing. She further stated that she thinks the public should be invited to the September meeting to give the council their thoughts and ideas on this issue. In terms of speed and traffic control, should like some input as to would could be done.

2. Leaf Vacuuming (Notice to residents via newsletter)

She stated she has talked with Ken Johnson and he has leaf vacuum that is super-sized. She quoted statistics regarding how much algae eventually flows into the lake if the leaves are not taken care of. If this is done this year, it is not a line item. I has not been budgeted for. It would be a special item.

Councilmember Woolstencroft asked if there wasn't a recycling bin for the purpose of dumping bags of leaves. He then asked why the city is paying for leaves to be removed.

Mayor Wingfield stated that the recycling bin probably won't hold many leaves for most people. It's a separate service and that's why it's on the agenda to ask if the council would like to do this. This issue was already addressed and approved for the 2014 budget. She merely wanted to know if the council would like it done this year.

Councilmember Donovan agreed that it would definitely be of value as far as all the leaves on the roadside which eventually ends up in the lake.

Councilmember Woolstencroft stated he understands there are people who don't have access to the recycling bins and have to pay to have the leaves removed. He then asked why the people who don't have to have leaves removed should pay for the rest of the city to have the leaves removed?

Mayor Wingfield stated that this is probably one of those "greater good" items.

Councilmember Woolstencroft stated there are recycling places in the city where leaves can be taken and dropped off for free.

Mayor Wingfield said this is an issue the council should decide if this is an expense the city wants to incur. Certain people will benefit, certain people won't.

Councilmember LaFoy stated this is something that has been brought up many times over the years.

Councilmember Donovan asked if there was a better price offered on this by Schifsky?

Mayor Wingfield stated she didn't think so, not for this issue.

Councilmember Donovan asked if the price quoted was something like \$2,000 or \$1,500?

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Mayor Wingfield said that there are more leaves to deal with in the fall. When she talked with Ken Johnson, he said he's not really sure how much it will cost. He told Mayor Wingfield that he would charge the city \$120 an hour to work until the job was done. His best guesstimate was that the cost would be \$2,500 to, \$3,500. The final cost would depend upon how many people put out their leaves.

Councilmember Donovan asked how it would work. Would people just blow their leaves out to the road and then Ken Johnson would pick them up?

Mayor Wingfield said the residents would put the leaves curbside. They would to put them curbside. A notice of when the leaves would be picked up would be published in the newsletter and the web site and wherever else it can be communicated. Example: Here are the anticipated weekends. The pickup will be this weekend and then two weeks later it will be this week.

Additional discussion followed regarding concern about White Bear Lake.

Mayor Wingfield stated that collectively, this would be good for the community. She feels this falls into the category of a public function the city should do.

Councilmember Donovan stated he has mentioned this to some residents and they all seem to be in favor of it. Everybody's yard is cleaned up at the same time, the city looks better, the roads are cleaner. He said he feels this just make sense.

Mayor Wingfield went on to say that if the city approves trying it this service this year. If it doesn't work out, it was an experiment and won't be approved next year. The city is not locked into anything. She then said she though it should be posted in the newsletter and it should have the council approve going through with it this year. She said she has already drafted an article that can be gone over with the council.

MOTION WAS MADE BY RANDY LAFOY TO POST A NOTICE IN THE NEWSLETTER ABOUT A PUBLIC HEARING ON THE ISSUE OF THE CITY PAYING FOR A LEAF VACUUMING SERVICE AND ADDED TO THE AGENDA FOR THE SEPTEMBER MEETING. THE MOTION WAS SECONDED BY COUNCILMEMBER DONOVAN. COUNCILMEMBER WOOLSTENCROFT OPPOSED. MOTION PASSED 3/4.

4. Snow Plowing – yard scuffs, residents mark with posts at curb for plow to stay away from grass

Mayor Wingfield stated a reminder should be posted in the newsletter that this is an option. The people who don't want any yard scuffs and want to make sure they don't get any should place stakes out.

Councilmember LaFoy stated there should be a meeting with the people on Birchwood Lane. They have some real concerns. He stated he would put this on his list of things to do.

1278 **21. APPROVAL FOR MARK ANDERSON TO CUT/TRIM TREES HIDING STOP AND DO-NOT-PASS**
1279 **SIGNS ON THE CITY'S RIGHT-OF-WAY**

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1281 **Mayor Wingfield** stated the roads were painted today. There were many favorable
1282 comments about it. She said that Mark Anderson stated they were going to be doing the
1283 crosswalks. He is looking for authorization to trim back the trees on the right-of-way where
1284 you can't read the speed limit signs anymore and the fact that it is a do-not-pass. There are
1285 a few places where you come up to the sign within 20 feet and can't see the signs.
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1287 **Councilmember Woolstencroft** stated he thought that something like this should not have
1288 to come to the city council for approval to make the streets safe. Mark should just trim the
1289 trees.
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1291 **Mayor Wingfield** she thought it should. The Roads Committee said they would like to do
1292 this. That way it protects Mark, should anyone complain that Mark cut down or trim back a
1293 tree they didn't want cut down or trimmed. She stated she thinks it's important that the
1294 City Clerk know and that Mark receives authorization. That way, there will be no surprises.
1295 This is a need and a safety issue.
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1297 **Councilmember LaFoy** made the suggestion that Mark track where this was done. It would
1298 be helpful in the future.
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1300 Discussion followed as the where some of the current locations are that need this work
1301 done.
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1303 **MOTION MADE BY MAYOR WINGFIELD TO GIVE MARK ANDERSON AUTHORIZATION TO**
1304 **PERFORM THE NECESSARY TRIMMING TO ENSURE THE SIGNS CAN BE READ AT A**
1305 **REASONABLE DISTANCE ON THE CITY'S RIGHT-OF-WAY. THE MOTION WAS SECONDED BY**
1306 **COUNCILMEMBER DONOVAN. ALL AYES. MOTION PASSED.**
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1308 **Councilmember Donovan** said he thought the Roads Committee should be given the
1309 authority to do that. Mayor Wingfield agreed.
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1311 **ADDITIONAL ITEM:**
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1313 **Councilmember LaFoy** stated Terre Heiser asked about the city's web site name. He
1314 suggested Birchwood MN. org. This name is not taken.
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1316 **Councilmember Donovan** stated that Terre has also mentioned .com.
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1318 **Councilmember LaFoy** stated that both of those web site names are available. If Birchwood
1319 is typed in by itself, the site will still come iup.
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1321 All agreed upon Birchwood MN.org and Birchwood MN.com.
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1323 **Councilmember Donovan** stated he would let Terre know the names and ask him to get a
1324 hold of Charlie or Barb or Cindy or Mary Sue some time this week or next.
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ADJOURN:

**MOTION MADE BY COUNCILMEMBER DONOVAN TO ADJOURN THE MEETING AND
SECONDED BY COUNCILMEMBER WOOLSTENCROFT. ALL AYES. MOTION PASSED.**

DRAFT