



AGENDA OF THE REGULAR MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
February 12, 2019
7:00 P.M.

NOTE: Due to Open Meeting Law restrictions, the City Council may be discussing agenda items for the first time. Your patience and understanding is appreciated during this process.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. Street snow removal comments should be sent to info@cityofbirchwood.com
- B. Community Club Yoga Class – Tuesdays 5-6pm at City Hall
- C. We are social, follow us on Facebook/Twitter and/or register for the email listserv

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from January 8, 2019* pp.
- B. Approve Treasurer's Report* pp.
- C. Approve Resolution 2019-05 Approving Special Assessment Abatements* pp.
- D. Approve SL-serco Water Meter Reading Contract* pp.
- E. Approve Renewal of Tennis Sanitation Contract* p.

CITY BUSINESS – REGULAR AGENDA

- A. Sewer Lift Station #1 Update* pp.
 - a. Council Deliberation and Approval
Time Budget: 5 Minutes
- B. Post Opening Commission/Committee Seats* p.
 - a. Suburban Cable Commission Director
 - b. WBLCD Representative
Time Budget: 5 Minutes
- C. Second Reading Utility Rate Increases* p.

* Denotes items that have supporting documentation provided

- a. Public Hearing
- b. Approve Rate Increases
Time Budget: 10 Minutes
- D. Roads Committee Recommendations
 - a. Road Escrow/Bond* pp.
Time Budget: 10 Minutes
- E. Special Assessment Policy* pp.
 - a. Council Deliberation and Approval
Time Budget: 5 Minutes
- F. Committee /Commission Guidelines (Aakre)* p.
 - a. Council Deliberation
Time Budget: 10 Minutes
- G. Second Reading Ordinance 2019-01-02, Animals* pp.
 - a. Council Deliberation and Approval
Time Budget: 10 Minutes
- H. Second Reading Ordinance 2019-01-01, Easement Usage* pp.
 - a. Council Deliberation and Approval
Time Budget: 10 Minutes
- I. Kayak Rack Reservation Fee Increase* p.
 - a. Council Deliberation and Final Vote
Time Budget: 5 Minutes
- J. Council Member Reports:
 - a. Mayor Wingfield
 - i. City Hall inspection update
Time Budget: 2 Minutes
- K. City Administrator's Report
 - a. Lift station #2 damage
 - b. City investment update
 - c. Lake Links update
 - d. Lakewood Lane update
 - e. Comp Plan public hearing – Approve for March council meeting
Time Budget: 5 Minutes

ADJOURN

Incident Summary Report

From: 1/1/2019 12:00:00 AM To: 1/31/2019 11:59:59 PM

WASHINGTON COUNTY SHERIFFS OFFICE



BIRCHWOOD

1/1/2019 3:15:15 PM	WC19000045	XXX Wildwood Ave, BIRCHWOOD	OTHER
1/1/2019 7:14:09 PM	WC19000073	XXX Wildwood Ave, BIRCHWOOD	SUSPICIOUS PERSON/ACTIVITY
1/4/2019 11:08:03 AM	WC19000490	XXX Lake Ave, BIRCHWOOD	CITIZEN/PUBLIC ASSIST
1/6/2019 4:38:02 PM	WC19000866	XXX Wildwood Ave, BIRCHWOOD	SUSPICIOUS PERSON/ACTIVITY
1/7/2019 4:31:33 AM	WC19000933	70XXX -715 HALL AVE, BIRCHWOOD	Directed Patrol
1/9/2019 6:44:27 AM	WC19001236	XXX Wildwood Ave, BIRCHWOOD	SUSPICIOUS PERSON/ACTIVITY
1/12/2019 5:58:50 PM	WC19001789	XXX Birchwood Ave, BIRCHWOOD	911 ABANDONED/HANGUP/OPEN LINE
1/13/2019 8:15:56 AM	WC19001834	BIRCHWOOD RD, BIRCHWOOD	TRAFFIC COMPLAINT
1/14/2019 1:05:47 PM	WC19001962	XXX Birchwood Ave, BIRCHWOOD	ANIMAL BITE
1/17/2019 12:56:21 PM	WC19002478	XX Oakridge Dr, BIRCHWOOD	INCIDENT
1/17/2019 3:12:36 PM	WC19002489	XXX Lake Ave, BIRCHWOOD	OTHER
1/18/2019 7:38:47 AM	WC19002591	XXX Wildwood Ave, BIRCHWOOD	ASSIST OTHER AGENCY
1/18/2019 4:43:10 PM	WC19002663	XXX Birchwood Ct, BIRCHWOOD	OTHER
1/19/2019 1:26:53 AM	WC19002726	XXX Wildwood Ave, BIRCHWOOD	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
1/22/2019 9:51:04 PM	WC19003236	Tighe-Schmitz Park, BIRCHWOOD	EXTRA PATROL REQUEST
1/23/2019 1:39:30 PM	WC19003343	XXX Wildwood Ave, BIRCHWOOD	CITIZEN/PUBLIC ASSIST
1/24/2019 1:19:55 PM	WC19003513	XX Oakhill Ct, BIRCHWOOD	check fraud
1/31/2019 5:53:52 PM	WC19004556	XXX Wildwood Ave, BIRCHWOOD	Stolen Snowmobiles

**CITY OF BIRCHWOOD VILLAGE
REGULAR CITY COUNCIL MEETING
JANUARY 8, 2019**

MINUTES

Members Present: Mayor Mary Wingfield, Council Members Kevin Woolstencroft, John Fleck and Jessi Aakre. Councilmember Randy LaFoy was absent.

Staff Present: City Administrator Tobin Lay and City Attorney Alan Kantrud.

Others Present: Cameron Sigecan.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Mayor Wingfield: Called the regular meeting to order at 7:00 pm. The Pledge of Allegiance was recited.

SWEARING IN

A. Swear in Mayor and Council Members.

Administrator Lay: Swore in Mayor and Council Members. Received the appropriate signed paperwork from Council.

APPROVE AGENDA

Mayor Wingfield: Requested to add Escrow to the Roads Committee section of the agenda.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE THE AGENDA AS AMENDED. ALL AYES. MOTION PASSED.

OPEN PUBLIC FORUM

ANNOUNCEMENTS

- A. Street Snow Removal comments should be sent to: info@cityofbirchwood.com
- B. We need a representative for the White Bear Lake Conservation District (WBLCD). Contact City Hall if interested
- C. Community Club Yoga Class – Every Tuesday from 5pm-6pm at City Hall
- D. We are social. Follow us on Facebook and Twitter and/or register for the email listserv

ADMINISTRATIVE PRESENTATION

Mayor Wingfield: Requested to move action item, Digitizing City Historical Records Update, into the Consent Agenda.

- A. Sheriff Report
- B. Birchwood Historical Article
- C. Sex Offender Laws

CITY BUSINESS – CONSENT AGENDA

Mayor Wingfield: Requested to move Approve White Bear Lake (WBL) Fire Services Agreement and Rate Increase, to the regular agenda.

- A. Approve Regular Meeting Minutes from December 11, 2018
- B. Approve Treasurer's Report
- C. Approve Resolution 2019-01, Designating the White Bear Press as the Official Newspaper for Publication
- D. Approve Resolution 2019-02, Naming US Bank and the 4M Fund as Official Depositories of Municipal Funds

- E. Approve Resolution 2019-03, Accepting Cash Donations from Artists Group Members
- F. Approve Northeast Youth and Family Services (NYFS) Agreement and Rate Increase
- G. Water Superintendent Standby Rate Increase
- H. Digitizing City Historical Records Update

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE THE CONSENT AGENDA. ALL AYES. MOTION PASSED.

CITY BUSINESS – REGULAR AGENDA

- A. WBLCD Appointment
 - a. Review Letter of Interest
 - b. Council Deliberation and Selection

Mayor Wingfield: Noted the position has been posted for several months. Introduced Mr. Sigecan.

Cameron Sigecan: Introduced himself as a new resident and highlighted his interest in preserving the integrity of WBL.

MOTION WAS MADE BY COUNCILMEMBER FLECK AND SECONDED BY COUNCILMEMBER AAKRE TO ACCEPT CAMERON SIGECAN'S APPOINTMENT AS REPRESENTATIVE TO THE WBLCD IN REPLACEMENT OF MR. BARTON WINTER. ALL AYES. MOTION PASSED.

- B. Approve WBL Fire Services Agreement and Rate Increase

Mayor Wingfield: Stated increase is result of "WBL fire restructuring" which caused a rate increase. Invited Administrator Lay to explore and confirm rates from Mahtomedi and compare rates with the City of Dellwood.

Mayor and Council Members: Discussed the increase. Asked Administrator Lay to follow up and report back to Council.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE THE WBL FIRE SERVICES AGREEMENT FOR 2019 AS PROPOSED. ALL AYES. MOTION PASSED.

- C. Council Business
 - a. Council Member Assignments

Mayor Wingfield: Stated "Weed Inspector" is statutory Mayoral duty. Asked for Council input on remaining duties.

Councilmember Aakre: Volunteered to pursue Dock Association and Capital Improvement Plan.

Councilmember Fleck: Volunteered to pursue Storm Water Issues and Parks.

Mayor Wingfield: Volunteered to do City Buildings also due to planned inspections presently taking place.

Councilmember Woolstencroft: Volunteered for Roads and Assistant Weed Inspector.

Mayor, Council Members and Administrator Lay: Discussed the fact that some items can occur on an ad hoc basis.

Mayor and Council Members: Decided, Recycling and Garbage would be stricken. Agreed Councilmember LaFoy may keep his assignments. Decided Planning Commission and Comp Plan liaisons may occur as needed.

Councilmember Woolstencroft: Informed Council his schedule will soon change and this may impact his assignments.

Mayor and Council Members: Decided Councilmember Woolstencroft's assignments will be final once his schedule is established. Agreed these council member assignments will occur as a tacit agreement and would not require a vote.

- b. Council Member Training

Administrator Lay: Requested approval for League of MN Cities (LMC) Elected Official training course for council members and recommended it.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE A \$25 PAYMENT FOR COUNCIL MEMBER TRAINING TO BE ATTENDED BY COUNCILMEMBER FLECK. ALL AYES. MOTION PASSED.

c. Council Agenda Guidelines

Administrator Lay: Introduced Council Agenda Guidelines. Stated purpose is to increase meeting efficiency.

Mayor, Council Members and Administrator Lay: Discussed the guidelines and policy language.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER FLECK TO ADOPT RESOLUTION 2019-04, AMENDING BIRCHWOOD VILLAGE RULES OF PROCEDURE, ARTICLE 3, AGENDAS. ALL AYES. MOTION PASSED.

d. Committee/Commission Guidelines

Councilmember Aakre: Requested a template of requests for proposals requiring funds, approval or ordinance changes.

Administrator Lay: Reminded council these templates should support the scope of authority in committee bylaws.

Mayor and Council Members: Discussed guidelines further. Agreed a basic document may better frame public issues and enhance community participation. Discussed process and asked Councilmember Aakre to prepare a draft for review and discussion in February.

D. Sewer Lift Station #1

a. Approve Scope Expenses

Administrator Lay: Summarized the emergency and a history/technical analysis of Sewer Lift Station #1. Requested Council authorize \$300 for a scope to confirm if tie in to WB Township can occur and authorize \$1000 in emergency money used for immediate repair. Stated details should be available by February and serious changes are needed.

Mayor Wingfield: Summarized the issue by stating that the lift station is obsolete, a tie into WBT is easily the most desirable, and listed several reasons. Added that sharing services with other communities is good use of government resources.

b. Ratify Emergency Approval for Engineering Expenses

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE \$300 FOR SCOPE RELATED EXPENSES AND RATIFY USE OF \$1000 OF EMERGENCY FUNDS TO MAKE THE NECESSARY EMERGENCY REPAIRS FOR LIFT STATION #1 IN DECEMBER, 2018. ALL AYES. MOTION PASSED.

E. Utility Rate Increases

a. Approve Rate Increases

Mayor Wingfield: Stated sewer rates would need to stay the same in light of Lift Station #1 and recommendations included increasing sewer flat fee from \$70 to \$80, base water rate from \$15 to \$21 per quarter to reflect cost of mailings and lake litigation fees and a rate fee increase of 4%. Cited recent local article showing BWV utility rates are lower than metro area average.

Mayor, Council Members and Attorney Kantrud: Discussed the lake litigation fee and how to recover the costs.

Attorney Kantrud: Stated only way to pursue action would likely be legal and he is not aware of other communities pursuing action but residents and businesses are not fond of the fee. Stated he will update council with status changes, if any.

b. Approve ACH Cost Savings Proposal

Mayor Wingfield: Requested to pass on savings of \$2 per quarter to residents who use the option.

Mayor and Council Members: Asked Administrator Lay to include a note on bills reminding residents of the ACH feature.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER AAKRE TO APPROVE THE FIRST READING OF THE WATER FEE INCREASE, SEWER RATE INCREASE AND ACH COST SAVINGS PROPOSAL AND ORDER A PUBLIC HEARING IN FEBRUARY 2019. ALL AYES. MOTION PASSED.

F. Planning Commission Appointments

a. Review Letters of Interest

Administrator Lay: Summarized by stating vacancies have been posted and deadline for letters of interest has expired. Andy Sorenson and Mark Foster have applied and Mr. Foster has also applied for the Roads Committee.

b. Council Deliberation and Selection

Mayor and Council Members: Discussed appointments briefly. Decided to invite Mr. Foster to also serve with the Roads Committee if he wants to volunteer for both positions..

MOTION WAS MADE BY COUNCILMEMBER FLECK TO APPOINT MR. ANDY SORENSON AND MR. MARK FOSTER TO THE PLANNING COMMISSION. ALL AYES. MOTION PASSED.

c. Review Special Assessment Policy (Time Stamp 00:39:00)

Mayor Wingfield: Noted inconsistencies in the mill & overlay recommendation.

Mayor Wingfield, Council Members and Attorney Kantrud: Discussed if a mill & overlay project can be assessed.

Attorney Kantrud: Stated Roads Committee had recently determined it qualifies for special assessment and smaller items, such as chip seal or crack filling, are defined as maintenance items.

Mayor Wingfield: Summarized for Council the background of the current mill & overlay project.

Administrator Lay: Provided definition for "mill and overlay." Explained that the recommendation of the Roads Committee is that those improvements be specially assessed by unit parcel..

Attorney Kantrud: Recommended to use only the first sentence of the city's legal definition and strike the remainder.

Mayor and Council Members: Discussed the mill and overlay project and determined no public hearing is required. Decided Attorney Kantrud and Administrator Lay will work on the language and it will be included in February's meeting.

d. Escrow

Attorney Kantrud: Stated Roads Committee recommended using escrows and that it is a common practice.

Mayor and Council Members: Asked Attorney Kantrud to draft escrow policy language for February's meeting.

Mayor Wingfield: Concluded with a brief summary of escrows in relation to past projects that had cost the city money.

G. City Attorney's Report

Dog Ordinance Update

Mayor Wingfield: Summarized the revised version of what Council had reviewed in 2018. Highlighted concerns.

Mayor, Council Members and Attorney Kantrud: Reviewed the unattended dogs section in detail.

Mayor and Council Members: Decided to strike fifth page, second paragraph ("paragraph C"), citing 605.112.

Attorney Kantrud: Recommended changing "may" to "shall" regarding 605.023, return of dog at large to owner.

Mayor Wingfield: Stated dogcatcher call prior to impoundment should be required as a courtesy and to save on trip fees.

Mayor and Council Members: Discussed requiring a courtesy call. Decided to change word "may" to "shall".

Mayor Wingfield: Recommended change in potentially dangerous dog section regarding provocation definition.

Mayor and Council Members and Attorney Kantrud: Discussed interpretation of potentially dangerous dogs in detail.

Mayor and Council Members: Decided to make no change in the language regarding potentially dangerous dog.

Councilmember Aakre: Recommended rabies vaccine requirement for dogs older than three months be changed to six.

Mayor Wingfield: Agreed. Recommended discussion be the first reading and go to public hearing in February.

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE THE FIRST READING OF AMENDMENTS TO THE CITY DOG ORDINANCE AS AMENDED AND ORDER A SECOND READING AND PUBLIC HEARING DURING THE FEBRUARY 2019 REGULAR CITY COUNCIL MEETING. ALL AYES. MOTION PASSED.

a. Easement Usage License

i. Approve Ordinance 2019-01-01

Attorney Kantrud: Summarized the license for accessing public tracts.

Councilmember Fleck: Asked if term "maintenance" is defined as sole acceptable purpose for access. Suggested the interpretation may be too limited in scope if so.

Mayor, Council Members and Attorney Kantrud: Discussed the language in detail.

Mayor Wingfield: Recommended language and changes to first sentence of 167.165, agreed no further changes were needed and noted purpose may not be limited to maintenance but must be stated in application. (Time Stamp 01:06:05)

Mayor and Council Members: Discussed Easement Usage License language again briefly.

MOTION WAS MADE BY COUNCILMEMBER AAKRE AND SECONDED BY COUNCILMEMBER FLECK TO APPROVE THE FIRST READING AND ORDER A PUBLIC HEARING OF THE EASEMENT USAGE LICENSE AS AMENDED. ALL AYES. MOTION PASSED.

Administrator Lay: Requested guidance on moratorium now that there is a decision in place.

Councilmember Fleck: recommend moratorium be lifted for limited purpose of tree work at most.

Mayor and Council Members: Decided tree work may occur during icy periods of winter to limit any possible damage.

Attorney Kantrud: Recommend a motion on the moratorium occur and authorize Administrator Lay with discretion to allow activity pending passage of the easement usage license.

Mayor Wingfield: Added the license must include time limits to easement access.

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER FLECK TO LIFT THE MORATORIUM ON EASEMENT ACCESS PENDING THE PASSAGE OF THE EASEMENT USAGE LICENSE AND FOR THE NEXT SIXTY DAYS AUTHORIZE ADMINISTRATOR LAY TO ALLOW EASEMENT RELATED ACTIVITY AT HIS DISCRETION WITH SET TIME LIMITS FOR ACCESS. ALL AYES. MOTION PASSED.

ii. Discuss Next Step – License

Administrator Lay: Noted this is ordinance language and that it may be a good idea to review and approve the license.

Attorney Kantrud: Stated a standard application form may be applied. Volunteered to help Administrator Lay.

Mayor and Council Members: Asked Attorney Kantrud and Administrator Lay to draft a license for review in February.

H. Roads Committee Recommendations and Appointments

Administrator Lay: Reminded Council of Tom Stangl's resignation and that in fact two seats will be available.

- a. Review Letters of Interest
- b. Council Deliberation and Selection

Mayor, Council Members and Administrator Lay: Discussed appointments available and actions taken thus far.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER FLECK TO APPOINT MR. SETH PLUNKETT AND MR. MARK FOSTER TO THE ROADS COMMITTEE PENDING THEIR ACCEPTANCE OF THE APPOINTED POSITIONS. ALL AYES. MOTION PASSED.

- I. Council Member Reports: None
- J. City Administrator's Report
 - a. City Hall Inspection Update

Administrator Lay: Stated no new information at this time. Has reached out to engineer regarding inspection.

- b. Kayak Rack Reservation Fees

Administrator Lay: Stated WBLCD is not charging municipalities for boat storage and stated fees were on the application in error.

Mayor and Council Members: Decided to give public notice and add the item as an official agenda item in February with rate recommendations from Administrator Lay. Determined a public hearing is not required.

- c. City of Birchwood Banking Card

Administrator Lay: Requested the city obtain a single debit/credit card in the name of City Administrator from the City's bank to be used for increasing number of automatic renewals that require credit cards, such as theCity website. Currently, employee's personal credit cards are used for these transactions. This service is free with our current bank account.

Mayor and Council Members: Discussed a city debit/credit card. Decided \$5000 is an appropriate limit amount and that spending controls based on position and follow existing city policy.

Attorney Kantrud: Recommended a motion be made to make the approval official.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER FLECK TO AUTHORIZE CITY ADMINISTRATOR LAY TO OBTAIN A SINGLE US BANK VISA CREDIT CARD WITH A \$5000 CREDIT LIMIT FOR CITY-RELATED SMALL ITEM PURCHASES WITH LIMITS ON PURCHASES TO BE CONSISTENT WITH PRESENT CITY PURCHASING POLICIES. ALL AYES. MOTION PASSED.

ADJOURN

MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER AAKRE TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 8:19PM CST.

ATTEST:

Mary Wingfield
Mayor

Tobin Lay
City Administrator - Clerk

Cash Control Statement

2/8/2019

For the Period : 1/1/2019 To 2/8/2019

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$712,953.88	\$6,902.91	\$34,157.08	\$685,699.71	\$815,953.21	\$875,172.71	\$744,919.21
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,039.73)	(\$2,039.73)
Comp Plan Grant	(\$1,100.00)	\$0.00	\$2,940.00	(\$4,040.00)	\$5,000.00	\$9,040.00	\$0.00
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$8,252.34	\$0.00	\$0.00	\$8,252.34	\$24,285.31	\$20,497.99	\$4,465.02
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00	\$40.00	\$14,426.10	\$14,426.10
REIMBURSED CONTRACTED SERVICES	(\$7,285.26)	\$0.00	\$0.00	(\$7,285.26)	\$0.00	\$0.00	(\$7,285.26)
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	(\$25,181.54)	\$0.00	\$0.00	(\$25,181.54)	\$0.00	\$121,101.23	\$121,101.23
Sewer Re-hab 2008 Debt	\$25,339.25	\$0.00	\$0.00	\$25,339.25	\$25,194.03	\$29,110.46	(\$21,265.11)
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00	\$25,782.08	\$35,243.54	\$34,800.71
Capital Improvement Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid Streets - Construction (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,758.91	\$113,758.91
Capital Project PW	\$66,233.91	\$0.00	\$0.00	\$66,233.91	\$0.00	\$58,587.99	\$58,587.99
Water	\$30,730.02	\$12.34	\$10,817.94	\$66,233.91	\$68,803.91	\$2,570.00	\$0.00
Sewer	\$43,314.97	\$22.28	\$11,027.84	\$19,924.42	\$183,839.47	\$222,130.86	\$58,215.81
Transit System	\$0.00	\$0.00	\$0.00	\$32,309.41	\$285,887.92	\$437,926.95	\$184,348.44
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$853,297.57	\$6,937.53	\$58,942.86	\$801,292.74	\$1,434,785.93	\$1,937,527.01	\$1,304,033.32

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
Jessica L Aakre City Council/Town Board				Date			
Kevin L Woodstencroft City Council/Town Board				Date			
Mary Wingfield City Council/Town Board, Mayor				Date			
Randy A LaFoy City Council/Town Board				Date			

City of Birchwood Village

Receipts Register

2/8/2019

Fund Name: All Funds

Date Range: 01/05/2019 To 02/08/2019

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
01/25/2019	A Bear Heating & Air Conditioning,	171734569*	Permit	(01/25/2019) -	N Building Permits	100-32211-	\$ 52.80
01/25/2019	Resident	171734570	For Black & White Paper Copy - Cash	(01/25/2019) -	N Miscellaneous	100-36140-	\$ 0.80
01/25/2019	Sorenson, Luke & Aura	171734571*	UB Payment	(01/25/2019) -	N Delinquent Water/Sewer Fees Miscellaneous State and Misc fees State and Misc fees Sewer Fee	100-36130-4 100-36140- 601-34170- 605-34170- 605-34190-	\$ 0.38 \$ 25.00 \$ 12.34 \$ 8.70 \$ 13.58 <u>\$ 60.00</u>
01/25/2019	MN Management & Budget	171734572*	Court Fines - Dec 2018 + PERA & State Aid	(01/25/2019) -	N State Grants and Aid	100-33422-	\$ 119.00
01/25/2019	Tofte, Scott & Brenda	171734573	Replacement Dog Tag	(01/25/2019) -	N Animal Licenses	100-33422- 100-35101-	\$ 4,991.00 \$ 160.00 <u>\$ 5,270.00</u>
01/25/2019	May, Kim	171734574*	Village Hall Rental Fee	(01/25/2019) -	N City/Town Hall Rent	100-32240-	\$ 2.00 <u>\$ 2.00</u>
01/25/2019	Apollo Heating & Air	171734575*	Permit	(01/25/2019) -	N Building Permits	100-34101-	\$ 25.00 <u>\$ 25.00</u>
01/25/2019	Ramsey/Washington Cable Commission	171734576*	Redistribution Payment - 2019	(01/25/2019) -	N Cable Comm. Grant	100-32211- 100-33625-	\$ 60.00 <u>\$ 60.00</u> \$ 1,046.93
01/25/2019	Xcel Energy	171734577*	ROW Permit	(01/25/2019) -	N Business Licenses and Permits	100-32101-	\$ 420.00 <u>\$ 420.00</u>

Fund Name: All Funds

Date Range: 01/05/2019 To 02/08/2019

Date Remitter
Total for Selected Receipts

Receipt #

Description

Deposit ID

Void Account Name

F-A-P

Total

\$ 6,937.53

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>Total</u>
01/09/2019	MIN Department of Revenue	EFT010919B	Tax Filing - MIN State - Q4 2018	N	Clerk - Treasurer	\$ 939.01
		Total For Check				\$ 939.01
01/18/2019	Payroll Period Ending 01/18/2019	30381	Administrator	N	Clerk - Treasurer	\$ 1,859.42
		Total For Check				\$ 1,859.42
01/18/2019	Companion Animal Control LLC	30382	Animal Control - Q2, Q3 & Q4 2018	N	Animal Control	\$ 512.13
		30382				\$ 364.26
		Total For Check				\$ 876.39
01/18/2019	PERA	EFT011819A*	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	\$ 1,243.00
		Total For Check				\$ 1,243.00
01/22/2019	Payroll Period Ending 01/18/2019	30383	Rink Attendant Payroll	N	Parks	\$ 358.06
		Total For Check				\$ 358.06
01/22/2019	Payroll Period Ending 01/18/2019	30384	Rink Attendant Payroll	N	Parks	\$ 111.00
		Total For Check				\$ 111.00
01/25/2019	Gopher State One Call	30385*	Locates (7 Tickets) - December 2018	N	Utility Locates	\$ 398.17
		Total For Check				\$ 398.17
01/25/2019	Office Depot	30386	Ice Rink Supplies	N	Parks	\$ 9.45
		Total For Check				\$ 9.45
01/25/2019	AirFresh Industries, Inc.	30387*	Portable Restroom Rental - Jan 2019	N	Parks	\$ 3.99
		Total For Check				\$ 3.99
01/25/2019	City of White Bear Lake	30388	Water Billing - 09/19/2018 - 12/21/2018	N	Water Utility	\$ 81.25
		Total For Check				\$ 81.25
01/25/2019	TSE Inc. - Work Account	30389*	Janitorial Services - 01/03/2019	N	General Government Buildings and Plant	\$ 9,360.34
		Total For Check				\$ 9,360.34
01/25/2019	League of MN Cities	30390*	Training - Jon Fleck	N	City Training and Development	\$ 28.13
		Total For Check				\$ 28.13

Fund Name: All Funds

Date Range: 01/05/2019 To 02/08/2019

Date	Vendor	Total For Check	Check #	Description	Void	Account Name	Total
01/25/2019	Washington County - Road & Bridge		30390	Snowplow Materials & Ice Control - 12/26/2018	N	Ice and Snow Removal	\$ 225.00
		Total For Check	30391				\$ 376.26
01/25/2019	BIRCH, INC.		30392*	Snow Plow Services: 12/23/2018	N	Ice and Snow Removal	\$ 376.26
		Total For Check	30392				\$ 67.50
01/25/2019	PERA		EFT012519A*	Employee Retirement - Jim Rydeen - Rink Attendant	N	Clerk - Treasurer	\$ 67.50
		Total For Check	EFT012519A				\$ 67.09
01/29/2019	Payroll Period Ending 01/18/2019		30393	Rink Attendant Payroll - Brandon Welton	N	Supervision	\$ 67.09
		Total For Check	30393				\$ 248.37
02/01/2019	Press Publications		30394*	Legal Notice Publication + Election Ballot 2018.	N	Ordinances and Proceedings	\$ 88.82
		Total For Check	30394*				\$ 306.84
02/01/2019	Office Depot		30394*	Office Supplies	N	Office Operations Supplies	\$ 1.75
		Total For Check	30395*				\$ 1.75
02/01/2019	Metropolitan Area Management Assoc.		30396*	City Management Training - 01/10/2019	N	City Training and Development	\$ 25.00
		Total For Check	30396				\$ 25.00
02/01/2019	Metropolitan Council - Env. Service		30397*	Wastewater Service - Feb 2019	N	Sewer Utility	\$ 25.00
		Total For Check	30397				\$ 4,812.53
02/01/2019	Washington County Sheriff		30398*	Police Services Code Red Fee - 01/07/2019	N	Police	\$ 4,812.53
		Total For Check	30398				\$ 68.38
02/01/2019	Payroll Period Ending 02/01/2019		30399	Administrator	N	Clerk - Treasurer	\$ 68.38
		Total For Check	30399				\$ 1,859.42
02/01/2019	Merrick Inc.		30400*	Utility Billing Mailing Expenses - Mailer 12/06/2018	N	Newsletter	\$ 1,859.42
		Total For Check	30400*				\$ 77.60
							\$ 77.60

Fund Name: All Funds

Date Range: 01/05/2019 To 02/08/2019

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/01/2019	Payroll Period Ending 02/01/2019		30401	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 155.20
02/01/2019	PERA		30401	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 421.49
		Total For Check	EFT020119A*					\$ 358.06
02/04/2019	Payroll Period Ending 02/01/2019		30402	Rink Attendant Payroll	N	Parks	100-45207-100-	\$ 330.00
02/04/2019	Payroll Period Ending 02/01/2019		30403	Rink Attendant Payroll	N	Parks	100-45207-100-	\$ 330.00
02/04/2019	Payroll Period Ending 02/01/2019		30403	Rink Attendant Payroll	N	Parks	100-45207-100-	\$ 335.50
02/04/2019	Payroll Period Ending 02/01/2019		30404	Rink Attendant Payroll	N	Parks	100-45207-100-	\$ 370.88
02/04/2019	Payroll Period Ending 02/01/2019		30405	Rink Attendant Payroll	N	Supervision	100-45201-100-	\$ 370.88
02/04/2019	MN Department of Labor and Industry		30406*	Building Permit Surcharge - Q4 2018	N	Building Inspections Administration	100-42401-437-	\$ 77.57
02/04/2019	Lay, Tobin		30406	Reimbursement - birchwood.org Domain Fee - 2019	N	General Government Buildings and Plant	100-41940-810-	\$ 78.14
02/04/2019	Manship Plumbing & Heating Inc		30407*	Monthly Standby, Locates & Testing - Jan 2019	N	Water Utility	601-43180-314-	\$ 20.00
02/04/2019	TA Schifsky & Sons, Inc.		30408	Hockey Rink & City Hall + Street Sweep - Fall 2018	N	Streets and Road Mntnc	100-43101-314-	\$ 20.00
02/04/2019	Allstream		30409	Analog Phone Line - Feb 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 1,380.00
02/04/2019	City of Roseville		30410*	Phone + IT Services & IT Staffing Support - Jan 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 1,380.00
		Total For Check	30410					\$ 6,480.00
		Total For Check	30411*					\$ 46.11
		Total For Check						\$ 46.11
		Total For Check						\$ 63.00

Fund Name: All Funds

Date Range: 01/05/2019 To 02/08/2019

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F.A.O-P</u>	<u>Total</u>
		30411*				100-41940-320-	\$ 59.00
		30411*				100-41940-320-	\$ 345.00
		30411					\$ 467.00
02/04/2019	Menards - Oakdale	30412*	Parks Supplies - Jan 2019	N	Parks	100-45207-220-	\$ 26.87
		30412					\$ 26.87
02/04/2019	BIRCH, INC.	30413*	Snow Plow Services:	N	Ice and Snow Removal	100-43125-314-	\$ 225.00
			12/27/2018 - 01/22/2019				
		30413*				100-43125-314-	\$ 45.00
		30413*				100-43125-314-	\$ 112.50
		30413*				100-43125-314-	\$ 1,057.50
		30413					\$ 1,440.00
02/04/2019	Gopher State One Call	30414*	Facility Operator Fee - 2019	N	Utility Locates	605-42805-314-	\$ 50.00
		30414					\$ 50.00
02/04/2019	Leeves, Robert	30415*	Videographer - Regular CC Meeting 01/08/2019	N	Cable Eqmpt and Service	100-41950-314-	\$ 67.50
		30415					\$ 67.50
02/04/2019	TSE, Inc. Work Account	30416*	Janitorial Services - 01/17/2019	N	General Government Buildings and Plant	100-41940-314-	\$ 25.00
		30416					\$ 25.00
02/04/2019	League of MN Cities	30417*	Training - Tobin Lay	N	City Training and Development	100-41914-310-	\$ 20.00
		30417					\$ 20.00
02/04/2019	Washington County - Property & Tax	30418*	Election Maintenance & Truth in Taxation - 2019	N	Elections	100-41410-437-	\$ 830.00
		30418*			Unallocated Expenditures	100-49201-437-	\$ 94.86
		30418					\$ 924.86
02/04/2019	City of White Bear Lake	30419*	Fire Services - Jan 2019	N	Fire	100-42201-314-	\$ 2,030.13
		30419					\$ 2,030.13
02/04/2019	PERA	EFT020419A*	Employee Retirement - Jim Rydeen - Rink Attendant	N	Parks	100-45207-121-	\$ 62.38
		EFT020419A					\$ 62.38
02/04/2019	Deluxe Corporation	EFT0204198*	Check Order - 2019 (1 box)	N	Recording and Reporting	100-41420-200-	\$ 269.72
		EFT0204198*				100-41420-999-	\$ 19.89

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F.A.O.P</u>	<u>Total</u>
02/04/2019	Amazon	EFT020419C*	Pet Waste Bags (2)	N	Parks	100-45207-210-	\$ 289.61
		EFT020419C					\$ 65.01
02/04/2019	Xcel Energy	EFT020419D	Xcel Utility Billings & Street Lights - Jan 2019	N	General Government Buildings and Plant	100-41940-380-	\$ 107.97
		EFT020419D					\$ 207.08
		EFT020419D			Street Lighting	100-43160-380-	\$ 1,251.50
		EFT020419D			Parks	100-45207-380-	\$ 126.19
		EFT020419D			Sewer Utility	605-43190-380-	\$ 286.81
		EFT020419D				605-43190-380-	\$ 168.68
		EFT020419D				605-43190-380-	\$ 457.67
		EFT020419D				605-43190-383-	\$ 29.52
							\$ 2,635.42
02/05/2019	Kantrud, Alan	30420*	City Attorney Fees - January 2019	N	Legal Services	100-41601-300-	\$ 1,500.00
		30420					
02/05/2019	Payroll Period Ending 02/01/2019	30421	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 648.16
		30421					\$ 648.16
02/05/2019	PERA	EFT020519A*	Employee Retirement - Paul Carroll	N	Clerk - Treasurer	100-41401-121-	\$ 105.71
		EFT020519A					
02/06/2019	Office Depot	30422*	Office Supplies	N	Office Operations Supplies	100-41911-200-	\$ 105.71
		30422					\$ 70.96
02/06/2019	Wingfield, Mary	30423*	Reimbursement - Office Supplies - Feb 2019	N	Office Operations Supplies	605-41911-200-	\$ 70.96
		30423					\$ 319.00
02/06/2019	Thatcher Engineering, Inc	30424*	Plan reviews, permit applications & phs 1 San LS work	N	Engineer Service	100-41650-300-	\$ 319.00
		30424*					\$ 170.00
		30424				100-41650-300-	\$ 2,380.00
02/06/2019	BIRCH, INC.	30425*	Snow Plow Services 01/24/2019	N	Ice and Snow Removal	100-43125-314-	\$ 2,720.00
		30425*					\$ 405.00

Fund Name: All Funds

Date Range: 01/05/2019 To 02/08/2019

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>Total</u>
02/06/2019	SHC, LLC	30425	Comprehensive Plan 2040	N	Grants	\$ 405.00
02/06/2019	Gopher State One Call	30426*	Locates (3) - January 2019	N	Utility Locates	\$ 2,940.00
02/06/2019	Metropolitan Area Management Assoc.	30427*	City Management - 2019 Full Membership	N	City Training and Development	\$ 4.05
02/07/2019	MENARD'S - OAKDALE	30428	Parks Supplies - Jan 2019	N	Parks	\$ 45.00
02/07/2019	Metropolitan Council - Env. Service	30429*	Wastewater Service - Mar 2019	N	Sewer Utility	\$ 30.95
Total For Selected Checks						\$ 58,942.86

As on 2/8/2019

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	0.00	0.00	0.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Total Disbursements	0.00	0.00	0.00
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance			
Total Receipts and Other Financing Sources		8,252.34	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 02/08/2019		0.00	
		8,252.34	

As on 2/8/2019

Capital Project PW

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Financing Sources:			
Total Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Disbursements:			
Total Disbursements	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Beginning Cash Balance		66,233.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 02/08/2019		<u>66,233.91</u>	

As on 2/8/2019

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee			
Penalty - Late Water/Sewer	0.00	1,063.84	1,063.84
State and Misc fees	0.00	19.56	19.56
Total Acct 341	<u>0.00</u>	<u>44.14</u>	<u>44.14</u>
	<u>0.00</u>	<u>1,127.54</u>	<u>1,127.54</u>
Total Revenues	<u>0.00</u>	<u>1,127.54</u>	<u>1,127.54</u>
Other Financing Sources:			
Total Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Disbursements:			
Newsletter			
Printing and Binding (351 through 359)			
Total Acct 419	<u>0.00</u>	<u>77.60</u>	<u>(77.60)</u>
	<u>0.00</u>	<u>77.60</u>	<u>(77.60)</u>
Water Utility			
Repair and Maintenance Supplies (221 through 229)	0.00	864.00	(864.00)
Professional Services: Legal Fees	0.00	1,444.00	(1,444.00)
Contracted Services	0.00	11,650.34	(11,650.34)
Total Acct 431	<u>0.00</u>	<u>13,958.34</u>	<u>(13,958.34)</u>
	<u>0.00</u>	<u>14,035.94</u>	<u>(14,035.94)</u>
Total Disbursements	<u>0.00</u>	<u>14,035.94</u>	<u>(14,035.94)</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Beginning Cash Balance		32,832.82	
Total Receipts and Other Financing Sources		1,127.54	
Total Disbursements and Other Financing Uses		14,035.94	
Cash Balance as of 02/08/2019		<u>19,924.42</u>	

As on 2/8/2019

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer			
State and Misc fees	0.00	19.94	19.94
Sewer Fee	0.00	8.70	8.70
Total Acct 341	<u>0.00</u>	<u>1,683.74</u>	<u>1,683.74</u>
Total Revenues	<u>0.00</u>	<u>1,712.38</u>	<u>1,712.38</u>
Other Financing Sources:			
Total Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Disbursements:			
Office Operations Supplies			
OFFICE SUPPLIES (201 through 209)			
Newsletter	0.00	319.00	(319.00)
Printing and Binding (351 through 359)			
Total Acct 419	<u>0.00</u>	<u>77.60</u>	<u>(77.60)</u>
Utility Locates	<u>0.00</u>	<u>396.60</u>	<u>(396.60)</u>
Contracted Services			
Total Acct 428	<u>0.00</u>	<u>63.50</u>	<u>(63.50)</u>
Sewer Utility	<u>0.00</u>	<u>63.50</u>	<u>(63.50)</u>
Sewer - Wastewater Charge			
Utility Services (381 through 389)	0.00	9,625.06	(9,625.06)
Utility Services: Gas Utilities	0.00	1,961.84	(1,961.84)
Total Acct 431	<u>0.00</u>	<u>57.69</u>	<u>(57.69)</u>
Total Disbursements	<u>0.00</u>	<u>11,644.59</u>	<u>(11,644.59)</u>
Other Financing Uses:			
Total Other Financing Uses	<u>0.00</u>	<u>12,104.69</u>	<u>(12,104.69)</u>
Beginning Cash Balance			
Total Receipts and Other Financing Sources		42,701.72	
Total Disbursements and Other Financing Uses		1,712.38	
Cash Balance as of 02/08/2019		<u>12,104.69</u>	
		32,309.41	



CITY OF BIRCHWOOD VILLAGE
207 Birchwood Avenue
Birchwood Village, MN 55110
651-426-3403 (tel) / 651-426-7747 (fax)
Info@CityofBirchwood.com
www.CityofBirchwood.com

Re: 2018 Sewer Assessment

Date: January 18, 2019

Dear Birchwood Resident,

You are receiving this letter because the 2018 Sewer Assessment that you paid in full last year was mistakenly certified to Washington County for inclusion on your 2019 property tax bill. Please don't be alarmed when you receive your initial property tax statement – it is incorrect.

I assure you that your payment has been received and recorded by the City and that the City is taking action to remove this assessment from your property tax bill. The enclosed application for tax abatement will be filed by the City for this very purpose.

No action is required on your part – I simply wanted to notify you of the mistake and the action being taken to correct it. If your property taxes are paid for you by another party, such as an escrow company, you may wish to forward this letter to them as a heads-up so they can disregard the '2018 Sewer Rehab' assessment on the initial property tax bill.

Once our abatement request has been approved, you will receive a corrected property tax bill from Washington County - this can take as long as two months to complete.

We apologize for any inconvenience caused and thank you for your understanding and patience during this process.

Regards,

Tobin Lay
City Administrator

Enclosure

RESOLUTION 2019-05

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

**RESOLUTION APPROVING APPLICATIONS
FOR SPECIAL ASSESSMENT ABATEMENT**

WHEREAS, by a resolution passed by the city council on February 13, 2018, accepted proposed assessments against the lands named therein for benefiting from City Project No. 2017-1, 2017 Sanitary Sewer Rehabilitation Improvement; and

WHEREAS, the city clerk was directed to transmit a certified duplicate of the assessment to the county auditor to be extended on the property tax lists of the county, to be collected and paid over the same manner as other municipal taxes; and

WHEREAS, by that same resolution the city council directed the city treasurer to accept any payments of the assessment on such property, with interest accrued to the date of the payment, paid to the city prior to the city clerk's transmission of a certified duplicate of the assessment to the county auditor; and

WHEREAS, 25 owners of property so assessed paid payments in whole to the city prior to the transmission of the certified duplicate of the assessment; and

WHEREAS, the properties of 14 of those 25 payments inadvertently remained on the certified duplicate of the assessment at the time of transmission; and

WHEREAS, this mistake was not discovered unto after the county's certification deadline; and

WHEREAS, the city clerk has mailed notice to the enclosed 14 effected owners of property notifying them of this mistake and of the city's intention to submit applications of abatement to the county requesting removal of the assessments from the county's property tax lists.

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

The city clerk is hereby directed to submit applications of abatement to the county for the enclosed 14 properties as the above mentioned assessments had already been paid in whole prior to the county's certification deadline.

Adopted by the City Council this 12th day of February, 2019.

Mary Wingfield, Mayor

Attest: Paul Carroll, Deputy Clerk

ABATEMENT LIST

	PIN	Owner	Property Address
1	30.030.21.42.0040	HAYDEN DENNIS J & DAVID M PRUNTY	624 BIRCHWOOD AVE, BIRCHWOOD MN 55110
2	30.030.21.42.0027	BELKNAP ROBERT H & JOYCE A T	700 BIRCHWOOD AVE, BIRCHWOOD MN 55110
3	30.030.21.24.0015	HUNDER BRIAN A	433 BIRCHWOOD CT, BIRCHWOOD MN 55110
4	30.030.21.42.0049	HULLSIEK WILLIAM & MARY	290 JAY ST, BIRCHWOOD MN 55110
5	30.030.21.42.0048	WOOLSTENCROFT KEVIN L	292 JAY ST, BIRCHWOOD MN 55110
6	30.030.21.42.0056	SHELDON BRUCE D & PATRICIA L	295 JAY ST, BIRCHWOOD MN 55110
7	30.030.21.42.0046	CUMMINS ROBERT B & MARY C	296 JAY ST, BIRCHWOOD MN 55110
8	30.030.21.42.0045	WOOLSTENCROFT WILLIAM & EVANGELINE M	298 JAY ST, BIRCHWOOD MN 55110
9	30.030.21.23.0011	ANDERSON GREGORY L & MAUREEN B	24 OAKRIDGE DR, BIRCHWOOD MN 55110
10	30.030.21.23.0003	SIKORSKI WILLIAM H JR	25 OAKRIDGE DR, BIRCHWOOD MN 55110
11	30.030.21.23.0005	BYERLY ANTHONY R & NICOLE K	29 OAKRIDGE DR, BIRCHWOOD MN 55110
12	30.030.21.23.0006	DAVID A NIETZ REV TRS ETAL	31 OAKRIDGE DR, BIRCHWOOD MN 55110
13	30.030.21.23.0007	SIMANSKI MARK A & JULIE A OTTO	32 OAKRIDGE DR, BIRCHWOOD MN 55110
14	30.030.21.24.0044	STOCKWELL JAMES R & PEGGY K	17 WHITE PINE LN, BIRCHWOOD MN 55110

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: SL-serco Water Meter Reading Contract

Dear Mayor & City Council Members:

Enclosed is a contract with SL-serco to continue water meter reading and repair service for the next a three (3) years. The contract has annual fee increases built into it as follows:

- Water Meter Reading - \$100 increase each year
- Water Meter Repair - \$6/hr increase each year

The fees for this contract begin higher than the last contract that just ended in December, as follows:

- Water Meter Reading - \$100 higher
- Water Meter Reading - \$13/hr higher

Despite these increases, staff still recommends Council approve this contract as it represents our best opportunity at this time and these are essential services for us.

Request/Recommendation

Staff requests Council:

- Approve enclosed SL-serco contract; and
- Authorize the City Administrator to sign the contract.

Thanks!

Regards,
Tobin Lay



Statement of Work

Birchwood, MN - Meter Reading 2019 - 2021

January 25, 2019

Presented by:
Jameson Allen
jameson.allen@sl-serco.com

50 Years of Excellence

www.SL-serco.com | 2817 Anthony Lane South #104, St. Anthony, MN 55418 | Direct 612-782-9716

Toll Free 800-388-7173 | Fax 612-782-9782

Executive Summary

Thank you for requesting our services. Clear procedures, shared timelines, and strong communication are highly valued by SL-serco, and essential to ensuring a successful project. This Statement of Work will define the project's scope and each party's responsibilities as they pertain to the services being provided.

Client Name	City of Birchwood Village, MN
Client Contact	Tobin Lay
Project Name	Birchwood, MN - Meter Reading 2019 - 2021
Begin Date	01/01/2019
End Date	12/31/2021

Work Requirements

SL-serco will dedicate resources for the proposed project upon mutual agreement of terms defined within this Statement of Work.

SL-serco Responsibilities

- Perform Quarterly Meter Read within billing window
- Complete meter repairs upon request of the city

Birchwood Village Hall Responsibilities

- Tracking and payment of invoices within 45-day terms
- Provide feedback as needed throughout the project as well as at the end

Schedule of Rates

SL-serco will bill Birchwood Village Hall each quarter.

Item Description	Rate
Quarterly Meter Read 2019	\$1,100/quarter
Quarterly Meter Read 2020	\$1,200/quarter
Quarterly Meter Read 2021	\$1,300/quarter
Meter Repair Service 2019	\$139/hour
Meter Repair Service 2020	\$145/hour
Meter Repair Service 2021	\$151/hour

Change Management Process

In providing this Statement of Work, responsibilities have been assumed regarding the scope and requirements of our proposed services; the above pricing is predicated on those assumptions. We do our best to anticipate all potential project requirements. Should any additions or changes be requested that are beyond the Scope and Requirements outlined above, they must be submitted in writing to Jameson Allen and a new Statement of Work must be drafted and approved by all parties.

Terms and Conditions

The services outlined above will be provided on a contractual basis for the stated price, following mutual agreement and signing of this Statement of Work. SL-serco will require payment of invoices within 45-day terms. Any services required beyond the scope of this Statement of Work must be negotiated through the Change Management Process.



Acceptance and Authorization

SL-serco is honored to provide you this project quote. Terms and prices are valid for 30 days from this Statement's date of issue. Your signature below will signify your acceptance of these terms and prices and serve to authorize our engagement on this project.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

Full Name	Laurie Allen
Title	CFO
Signature	
Date	1/25/2019

SL-serco Incorporated
General Provisions of Professional Services Agreement

Article 1. General

These General Provisions supplement and become part of the Agreement between SL-serco Incorporated, a Minnesota Corporation, hereinafter referred to as SL-serco, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages SL-serco to provide certain Professional services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

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

Article 2. Period of Service

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

Article 3. Period of Service

- A. Compensation to SL-serco for services shall be as designated in the Engagement Letter. The CLIENT shall make payments to SL-serco within 45 days of date of invoice.
- B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies SL-serco in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 45 days from the date of the original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. SL-serco shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, SL-serco may, after giving thirty days' written notice to the CLIENT, suspend services under this Agreement until SL-serco has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against SL-serco and that SL-serco shall not be responsible for any claims arising from suspension of services hereunder.

Article 4. Extra Work

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

Article 5. Abandonment, Change of Plan and Termination

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

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

Article 6. Disposition of Plans, Reports and Other Data

Subject to the responsibilities outlined in Chapter 13 of Minnesota Statutes regarding the MGDPA and maintaining government data, all documents, including reports, drawings, calculations, specifications, computer software or hardware or other work product prepared by SL-serco pursuant to this Agreement are SL-serco's Instruments of Service and SL-serco retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification or adaptation by SL-serco will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless SL-serco from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted or authorized by SL-serco.

Files in electronic format furnished to the CLIENT are only for the convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is any discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of the deterioration of the media, obsolescence of the computer hardware and/or software systems or other cases outside of SL-serco's control. Therefore SL-serco makes no representation that such media will be fully usable beyond 30 days from the date of the delivery to CLIENT.

Article 7. Client's Acceptance by Purchase Order

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

Article 8. Non-compete

All parties agree that they shall not, nor shall they assist any other person or other entity whatsoever to, at any time during the term of this Agreement or for a minimum of two (2) years from the date of this Agreement, solicit or endeavor to entice away any employee of the other company. If any parties should violate this Article and an employee is hired away as a result, the aggrieved party would be entitled to payment fee equal to 20% of such employee's annual base salary or equivalence of placement agency fee.

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Renew Tennis Sanitation Contract

Dear Mayor & City Council Members:

Our contract with Tennis Sanitation has expired for recycling pickup. Tennis is willing to renew our recycling contract with the same terms for the next five (5) years. Tennis also handles the City's garbage pick-up.

Request/Recommendation

Staff requests Council:

- Approve 5-year recycling contract with Tennis Sanitation (same contract terms); and
- Authorize the City Administrator to sign the contract.

Thanks!

Regards,
Tobin Lay

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Paul Carroll, City Treasurer/Deputy Clerk
SUBJECT: Lift Station #1 Update

Dear Mayor & City Council Members:

Council had determined the costs and benefits of partnering with White Bear Township via a Lift Station bypass would be the superior and most cost effective means to replacing the City's malfunctioning Lift Station #1. As a result, City Engineer Steve Thatcher has performed the necessary footwork to get this project started. Enclosed you will find preliminary details highlighting phase 1 of the project, which at this time focuses largely on plan and obtaining easements from the necessary property owners.

Request/Recommendation

Staff requests Council:

- Review and discuss the information and project status provided; and
- Continue to work with City Engineer Thatcher to aid in project development and completion.

Thanks!

Regards,
Paul Carroll

Tobin Lay

From: Steven W. Thatcher
Sent: Friday, January 25, 2019 11:39 AM
To: Paul Carroll
Cc: Tobin Lay; 'Mary Wingfield'
Subject: Birchwood Village Sanitary Sewer Lift Station - East County Line Road and Birchwood Lane
Attachments: 2019-1-17 Birchwood Village LS Bypass Alternative 1.pdf; 2019-1-17 Birchwood Village LS Bypass Alternative 2.pdf

Hi Paul,

Thanks for talking today.

As discussed, Alternative #1 (attached) is the preferred alternative by Ramsey County, Washington County, and me. To install Alternative #1, we need the following 3 easements:

1. Permanent easement from:
 - a. Primary Owner 1: GREGORY D BARTZ
 - b. Primary Owner 2: SANDRA J BARTZ
 - c. Site Address: 2732 SOUTH SHORE BLVD
 - d. WHITE BEAR TOWNSHIP MN 55110-3920
2. Permanent easement from:
 - a. Primary Owner 1: PAUL A SEVCIK TRUSTEE
 - b. Primary Owner 2: SARAH J M SEVCIK TRUSTEE
 - c. Site Address: 4101 EAST COUNTY LINE RD N
 - d. WHITE BEAR TOWNSHIP MN 55110-3928
3. Temporary easement (approximately 7 days to set up horizontal directional drilling equipment and perform work) from:
 - a. Primary Owner 1: KAREN A DEVET
 - b. Primary Owner 2: MAX J DEVET
 - c. Site Address: 2722 SOUTH SHORE BLVD
 - d. WHITE BEAR TOWNSHIP MN 55110-3920

As discussed, I do not have a phone book to use to obtain their phone numbers.

Do you have easy access to a local phone book with their phone numbers?

Thank you,
Steve

Steven Thatcher, PE
Thatcher Engineering Inc.

6201 Creek Valley Road
Edina, MN 55439
Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: www.thatcher-eng.com

Tobin Lay

From: Steven W. Thatcher
Sent: Tuesday, February 5, 2019 2:55 PM
To: Tobin Lay
Cc: Paul Carroll; 'Mary Wingfield'
Subject: RE: Larry Walker - LS Bypass

Tobin,

Both counties said that both preliminary concept plans I sent them are satisfactory.

The next phase is to attempt to obtain easements for the lift station bypass.

Steve

Steven Thatcher, PE
Thatcher Engineering Inc.

6201 Creek Valley Road
Edina, MN 55439
Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: www.thatcher-eng.com

From: Tobin Lay [mailto:Tobin.Lay@cityofbirchwood.com]
Sent: Tuesday, February 05, 2019 11:53 AM
To: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Subject: RE: Larry Walker - LS Bypass

Hello Steve,

What is the status of this project? Where do you expect we will be by next Tuesday's City Council meeting, just in case they ask? Thanks!

Tobin Lay
City Administrator-Clerk
City of Birchwood Village, MN
office: (651) 426-3403
fax: (651) 426-7747
email: tobin.lay@cityofbirchwood.com
website: <http://www.cityofbirchwood.com/>



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From: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Sent: Friday, January 25, 2019 11:49 AM
To: Tobin Lay <Tobin.Lay@cityofbirchwood.com>
Cc: 'Mary Wingfield' <wingfield.mary@gmail.com>
Subject: RE: Larry Walker - LS Bypass

Tobin and Mary,

Today, I talked with Larry Walker and he does not know Greg Bartz. So he's not a good person to make contact with Greg Bartz regarding one of the easements.

Today, Dale Reed of White Bear Township said it's ok for me to contact the 3 property owners and schedule a meeting(s). Dale will participate in the meeting(s). Paul Carroll said he will come to the meeting, if available.

Thanks,
Steve

Steven Thatcher, PE
Thatcher Engineering Inc.

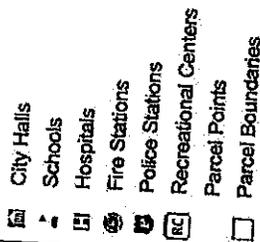
6201 Creek Valley Road
Edina, MN 55439

Phone: 612-781-2188 Cell: 612-867-7234 Fax: 612-781-2188 Web: www.thatcher-eng.com



BIRCHWOOD VILLAGE

Legend



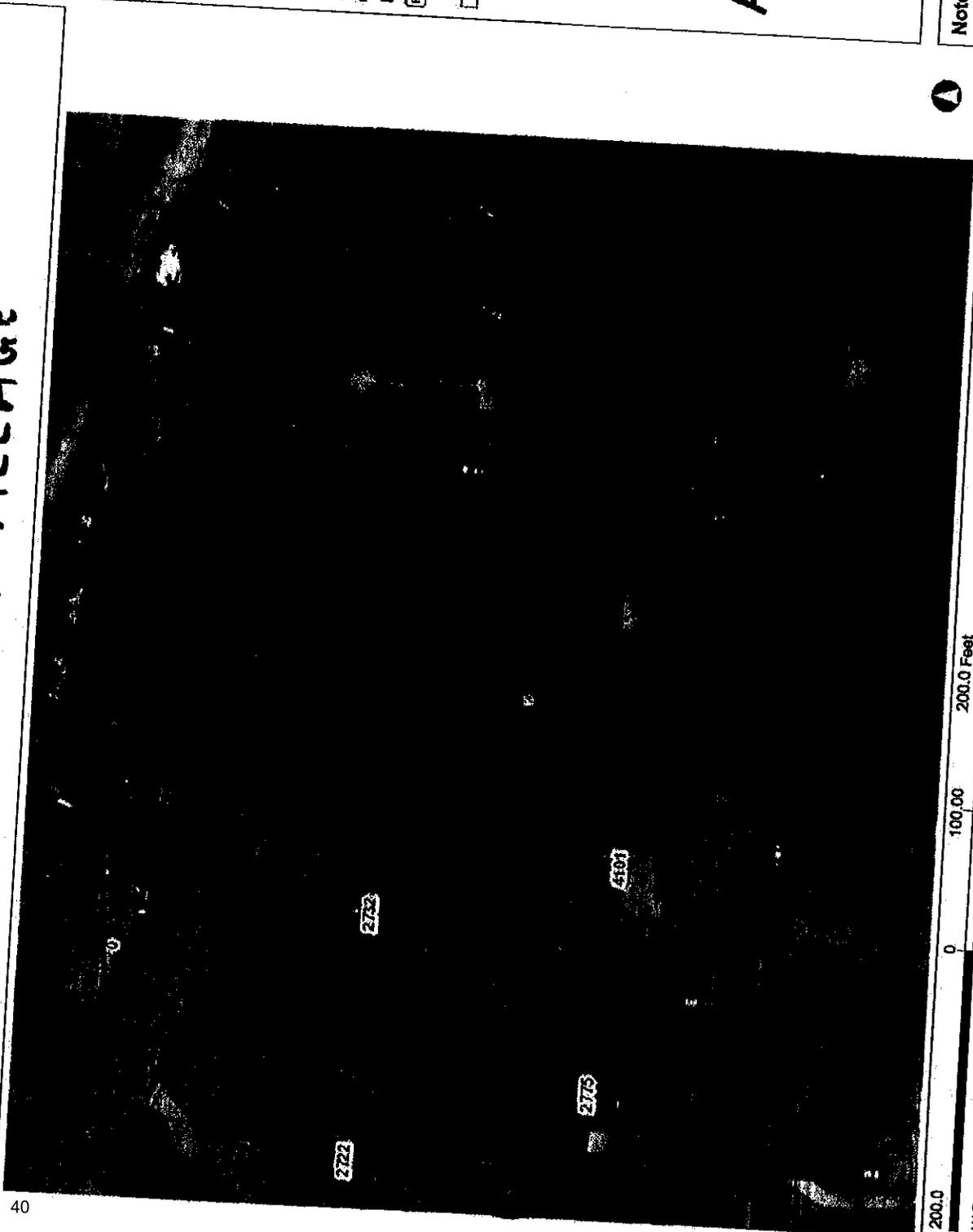
- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

LS
BYPASS

ALT. #1

1/17/19

Notes
Enter Map Description



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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© Ramsey County Enterprise GIS Division

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Opening Commission/Committee Seats

Dear Mayor & City Council Members:

The following Commission/Committee seats are open or will be open by the end of this month (Feb.):

- Suburban Cable Commission – 4 year term (Randy LaFoy)
- White Bear Lake Conservation District – 3 year term (Susie Mahoney)

The current appointees for both of these positions are interested and willing to continue their service for another term.

As there may be additional interest within the community for these positions, staff recommends Council post these positions with letters of interest to be submitted to City Hall by Friday March 1st and with Council selecting appointees during the March 2019 City Council meeting.

Request/Recommendation

Staff requests Council:

- Approve posting these positions with letters of interest due by March 1st.

Thanks!

Regards,
Tobin Lay

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Utility Rate Increases

Hello Mayor and Council Members,

Last month (Jan) the Council approved a first reading of proposed water/sewer rate changes for 2019 and ordered a public hearing and second reading to be held this month (Feb). Below are the rate changes proposed by the utility committee:

2019 Water rates:

Flat fee - \$21 (2018 rate \$15)
Tier 1 - 2.56 (2018 - 2.46)
Tier 2 - 2.95 (2018 - 2.84)
Tier 3 - 3.39 (2018 - 3.26)
Tier 4 - 3.91 (2018 - 3.76)
Tier 5 - 4.48 (2018 - 4.31)

2019 Sewer Rates:

Flat fee - \$36 (2018 rate \$36)
2019 Usage rate - 3.37 (2018 - 3.12)
2019 Sewer only \$80 (2018 - \$70)

2019 ACH Discount:

\$2 per quarter (did not exist in 2018)

Request/Recommendation

Staff and members of the Utility Committee recommend Council:

- Open the public hearing for the above proposed water/sewer utility rate changes; and
- Approve the 2019 water/sewer utility rate changes as proposed above.

Thanks!

Regards,
Tobin Lay
City Administrator

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Road Escrow/Bond

Hello Mayor and Council Members,

Previously, the Council requested the Roads and Streets Committee discuss the topic of adding a road escrow to recoup costs to the City by damage to right-of-ways during private home improvement work; often associated with building permits.

The Roads Committee discussed this topic during their January meeting, which City Attorney Kantrud was present. Enclosed is the Committee recommendation presented by Kantrud.

No one will be present from the Roads Committee at this meeting but Attorney Kantrud is present and able to answer related questions.

Request/Recommendation

Members of the Roads Committee recommend Council:

- Approve the enclosed road escrow/bond requirement.

Thanks!

Regards,
Tobin Lay
City Administrator

Permit requirements.

Unless otherwise specifically provided the following are required for both demolition permits and building permits:

(1) Certificate of insurance; coverage. The applicant must furnish the city with a certificate of insurance evidencing the following required coverage: a. Commercial general liability, including XCU (explosion, collapse and underground) coverage. 1. Bodily injury. (i) \$1,000,000.00 each occurrence. (ii) \$1,000,000.00 aggregate products and completed operations. 2. Property damage. (i) \$1,000,000.00 each occurrence. (ii) \$1,000,000.00 aggregate. b. Comprehensive automobile liability (owned, nonowned, hired). 1. Bodily injury. (i) \$1,000,000.00 each occurrence. (ii) \$1,000,000.00 each accident. 2. Property damage. Property damage: \$1,000,000.00 each occurrence.

The minimum insurance coverage must be maintained until six months after the demolition has been completed or, if a new dwelling is being constructed, a certificate of occupancy has been issued. The city must be named as an additional insured.

(2) Cash escrow. The applicant must furnish the city a cash escrow as required in section ____ of the City Code. A single escrow is required for both a demolition permit and building permit. The city may draw on the cash escrow to reimburse the city for the repair of damage to public property or to remedy permit violations. If the city draws on the cash escrow, upon the city's demand the permit holder must deposit in escrow additional funds to restore the escrowed amount set forth in section _____. The cash escrow must remain in place until the work under the permit for which the escrow was made has been completed. **(3) Soils investigation report and shoring plan.** Based upon soil types, topography, the location of adjacent structures and other pertinent information, the building official shall determine if a soils investigation report and/or shoring plan is necessary. If the building official determines that a soils report is necessary, the applicant shall have a soil report prepared and signed by a licensed professional soil scientist or licensed professional engineer. If the building official determines a shoring plan is necessary, the applicant must provide a detailed plan to ensure that adjacent property will not be damaged by reducing lateral support for driveways, foundations, fences or lawns caused by excavation, demolition or construction activity. The soils report and shoring plan must be approved by the building official. The permit holder must adhere to the approved plan(s). **(4) Existing condition of property.** Before a permit is issued, the building official must photograph the existing condition of the property, curbs, sidewalks, streets, boulevard and trees adjacent to the property. **(5) Written notification of demolition.** For a demolition permit, at least 15 calendar days before demolition commences, the permit holder must provide written notification to all property owners within 300 feet of the perimeter of the demolition site notifying the property owners of the proposed demolition and building plans, if applicable, and invite them to a neighborhood meeting. The neighborhood meeting

must be held at least five days before demolition commences. A sign must also be posted on the demolition site at least five days before demolition commences identifying the nature of the demolition, the permit holder, a contact name and phone number, and the site address. The sign must also provide a city phone number to call with any questions, complaints or concerns. The dimension of the sign must be between five and six square feet. The sign and the content of the sign must be visible from the street. The sign must be kept in place until the completion of demolition. (6) Signage of construction. For a building permit, a sign must be posted on the permit site at least five days before construction commences identifying the nature of the construction, the permit holder, a contact name and phone number, and the site address. The sign must also provide a city phone number to call with any questions, complaints or concerns. The dimension of the sign must be between five and six square feet. The sign and the content of the sign must be visible from the street. The sign must be kept in place until a certificate of occupancy has been issued. (7) Stormwater and erosion control plans. For a building permit, the applicant must submit stormwater and erosion control plans prepared and signed by a licensed professional engineer. The plans must be approved by the city engineer and the permit holder must adhere to the approved plans. The stormwater management plan must detail how stormwater will be controlled to prevent damage to adjacent property and adverse impacts to the public stormwater drainage system. The erosion control plan must document how proper erosion and sediment control will be maintained on a continual basis to contain on-site erosion and protect on- and off-site vegetation. Permit holder must protect all storm drain inlets with sediment capture devices at all time during the project when soil disturbing activities may result in sediment laden stormwater runoff entering the inlet. The permit holder is responsible for preventing or minimizing the potential for unsafe conditions, flooding, or siltation problems. Devices must be regularly cleaned out and emergency overflow must be an integral part of the device to reduce the flooding potential. Devices must be placed to prevent the creation of driving hazards or obstructions.

Sec. ____ - **Permit standards for both demolition permits and building permits.**

(a) The permit holder must comply with the state building code, state statutes and this Code.

(b) Deliveries of equipment and material to the site, work crews on site and construction and demolition activity are prohibited except between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and 9:00 a.m. and 6:00 p.m. on Saturday. Work is prohibited on Sundays and holidays.

(c) The permit holder must repair any damage to public property, streets, and sidewalks. If damage occurs to the foregoing, it must be repaired within three working days after the damage occurs, unless the permit holder has received written permission from the building official to delay repairs to a later specified date.

(d) The permit holder must maintain a five-foot parking setback from driveways and a 30-foot parking setback from intersections. When parking on a street, a

vehicle must be completely located on the street surface, parallel to and within 12 inches of the curb. Vehicles in violation of these requirements may be towed in accordance with Minn. Stats. § 168B.035. On-street parking of equipment other than licensed motor vehicles is prohibited. Stopping, standing or parking a vehicle is prohibited, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places: (1) On a boulevard between the sidewalk and roadway; (2) Within five feet of the intersection of any public or private driveway or alley with any street or highway; (3) Where the vehicle will block a fire escape or the exit from any building; (4) Where temporary signs prohibit parking. Parking is allowed on local streets if a 12-foot wide area is open for the traveled portion of the road. On collector and arterial roadways, a minimum of 22 feet must be open for the traveled portion of the road. Off-street and off-site parking for on-site workers is required to the extent practicable.

Police officers, community service officers, parking monitors and the residential redevelopment coordinator of the city shall be responsible for enforcing the parking requirements and parking regulations of this section.

- (e) The permit holder must install and maintain a rock entrance pad or its equivalent at each location where vehicles enter or exit the construction site, at locations approved by the building official.
- (f) The site must be maintained in a neat and orderly condition. Prior to leaving the construction site at the end of each day, the permit holder must remove empty cans, paper, plastic and other material that is not needed for construction from the site or deposit them in a dumpster. The permit holder must keep streets, sidewalks, boulevard areas and adjacent properties clean from waste, materials or refuse resulting from operations on the site. Inoperable equipment and equipment not being used on the site must be removed within 24 hours after it becomes inoperable or is no longer in use. Where work on any project lies within areas of pedestrian traffic or vehicular traffic, the project area must be cleaned and swept and all materials related to the project must be stockpiled in appropriate areas. Debris must be contained on the project site. No material may be deposited or stockpiled on the public streets, boulevards, sidewalks or adjacent property. At the end of each working day, the permit holder must remove any soil, trash or debris that washed or was deposited on any public sidewalk or street and must remove any trash or debris that washed or was deposited on any adjacent property.
- (g) Dust control is the responsibility of the permit holder. As weather permits, materials subject to demolition shall be thoroughly dampened with water so as to prevent dust. The permit holder must eliminate dust problems immediately upon receiving notice from the building official that there is a dust problem.
- (h) No building material, temporary sanitary facilities, dumpster or equipment may be placed within street right-of-way, or on a sidewalk. Motor vehicles may not be parked or stopped on a sidewalk. Public sidewalks must be left open and unobstructed at all times.

(i) Prior to commencing demolition, protective fencing approved by the building official must be installed around boulevard trees and trees that will not be removed.

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Special Assessment Policy

Hello Mayor and Council Members,

Last month the Roads and Streets Committee presented Council with a recommended Special Assessment Policy. The Council discussed changes to this document and asked Attorney Kantrud to update the document to include Council's changes and corrections to the document that better align with the minutes from the related Roads Committee meeting.

Enclosed is the revised Special Assessment Policy (redlined). Attorney Kantrud is present and able to answer questions to these changes.

Request/Recommendation

Staff requests Council:

- Review and approve the enclosed Special Assessment Policy.

Thanks!

Regards,
Tobin Lay
City Administrator

Special Assessment Policy City of Birchwood Village

Roads Committee Draft

Special Assessment Policy – City of Birchwood Village

Table of Contents

1.0 Policy

Goals.....

3

2.0

Introduction.....

....3

3.0 Policy

Definitions.....

4

4.0 Methods of

Assessment..... 7

5.0 Assessment

Considerations.....8

6.0 Policy Review Schedule.....

..... 9

7.0 Payment of

Assessments..... 9

8.0 Deferred

Assessments.....9

11.0 - POLICY GOALS

Birchwood Village's special assessment policies are written to:

- 1) Provide a comprehensive, well-constructed and well maintained infrastructure system for current and future users.
- 2) Provide a stable source of funding for infrastructure needs that is cost-effective for the City, and fair and consistent for all property owners.
- 3) Follow MN Statutes, Chapter 429 Local Improvements, Special Assessments.

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12.0 - INTRODUCTION

A special assessment is a levy on a property for a particular improvement that benefits the property. The authority is provided to cities through MN Statutes, Chapter 429. Special assessments assign a portion of the cost of the improvement to those receiving a direct benefit from the public improvement, thereby reducing the reliance on the general tax levy.

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Assessment amounts are based upon the value(s) of the benefits conferred to an individual parcel or parcels as a result of costs of the particular improvement and are allocated by the Council as guided by this policy. The amount assessed against any particular parcel is required to be not greater than the increase in the market value of the property attributable to the improvement. This can be determined by benefit appraisals completed prior to, and after, the public improvement. Even though the special assessment goals, policies, and procedures are identified in this document, the City Council has the authority to deviate from this policy as deemed appropriate by the Council or when the law requires such a deviation. When the City deviates from the policies identified in this document, it will attempt to identify the reasons for the deviation in the feasibility report or at the public hearings associated with the public improvement. Some examples for deviation from this policy would be assessment differences due to varying lot sizes, dimensions, multiple frontages and odd shaped lots. The type of improvement, such as a road could be dependent on the type of road and its use (either collector or street) or the type of project and the number of residences that would benefit from it.

13.0 POLICY DEFINITIONS

Adjacent/Abutting Property: Property directly adjacent to, provided access to or served by public improvements.

Access: Properties shall be considered to have access to public street improvements when they may enter onto the improvement from their own private driveway, private road, common driveway, shared easement, alley (improved or unimproved), or public street. Properties shall be considered to have access to underground or above ground utility improvements when they are within 150 feet of the utility. When distance is greater than 150 feet an administrative review will determine feasibility of access.

Adjusted Frontage: The assessable front footage of a benefited property that has been modified by an adjustment factor to more accurately represent the true benefit that property receives from an improvement in comparison to other properties in the assessment area. The adjustment will be based on factors that are applicable to that parcel, as approved by the City Council. Parameters that may be used to determine the adjustment factor include, but are not limited to: lot area comparison to surrounding lots based on odd shape, lot size, corner lots or those with multiple frontages, cul-de-sac lots as well as those adjacent lots owned by the city. Adjustments may be made to more fairly reflect an assessment that would more fairly distribute the cost of a special assessment.

Assessed Cost: Those costs of public improvements that have been determined to benefit specific properties. The amounts included in these costs include, but are not limited to engineering, legal, finance charges, land acquisition, demolition, construction, and administration.

Assessable Area: The assessable area is the total area of all of the benefiting properties, when using an area based method.

Assessable footage: The assessable footage is the total area of all the benefiting properties, when using the front footage method of assessment.

Assessment Method: The way an improvement is paid for as determined by the City

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Council. The Council may adopt a front footage rate which is associated with the front lot length of a single building lot as defined by City Code, or it may use the 'Per Unit' rate which divides the cost of the project up among the total number of homes in that area which would benefit more or less equally from the improvement.

Assessment Rate: The amount assessed to each property by the city based on either per frontage foot or per unit.

Benefit: The increase in property value as a result of a public improvement such as, but not limited to, a street, sidewalk, trail, curb and gutter, water main, sanitary sewer, storm sewer, park, or street landscaping

Collector: Those main streets leading into and out of Birchwood, fed by smaller 'destination' streets. These collectors are used by almost all residents to access their homes. Birchwood has two collector streets: Cedar St/Hall Avenue from County Line road to the Mahtomedi border and Wildwood Avenue, from County Line Road to where it meets Hall Avenue near the Mahtomedi border. Also sometimes referred to as 'Feeder' streets.

Deferment: A process of postponing the collection of the cost of a public improvement with the intention of collecting at a later date.

Destination Street: Those smaller streets off of the collectors that are used by residents to access their homes.

Driveway Approach: That which lies between the pavement and the right-of-way line, curb cut to curb cut.

Front Footage: The distance measured along the right-of-way line that directly abuts an improvement. This measurement can be adjusted as described above to more fairly reflect an equitable distribution of costs for a particular project as pertaining to benefits realized per individual property values.

Improvement: The act of making a modification to the original design thereby changing the dimensions, structure or makeup as well as the appearance or functionality of existing infrastructure. As examples, widening a street or adding curbs, gutters or sidewalks would be improvements. Repaving, seal/coating or other repairs not changing the original function of a street would merely be considered repairs or maintenance.

Lot Definitions:

1. **Corner Lot:** A lot located at a street intersection having both front and side-lot

footage.

2.

3.2. **Double Frontage Lot:** A lot with access to two separate non-intersecting or intersecting streets but not a corner lot.

4.

5.3. **Irregularly Shaped Lot:** Those lots abutting curved streets, cul-de-sacs, or other lots where there is more than five feet of difference in length between the front and back lot lines.

6.

7.4. **Rectangular Lot:** A lot with less than five feet of difference in length between the front and back lot lines.

8.

9.5. **Special Case Lot:** A lot which may not directly abut the improvement shall be assessed on a per unit basis if the improvement can be accessed.

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Maintenance: The repair and upkeep of infrastructure, including but not limited to streets, sewers, utilities, parks and other within the city that are used by all residents. Maintenance keeps things in the state that they were originally designed and built in, and as maintenance projects do not change appearance, dimensions, or function they are not considered improvements. Maintenance is budgeted for and funded through general tax revenue or other source(s) of funds.

Public Improvement: See "Improvement" definition above. Would include changes in or new infrastructure as defined above including but not limited to street, sidewalk, trail, curb and gutter, water main, sewers, park, or landscaping improvements.

Special Assessment: A legal process whereby the benefited property is charged for all or a portion of the cost of a public improvement which in turn increases the value of the assessed property.

Storm Water: Storm water runoff project funding will be considered in conjunction with street repairs.

Street: All public ways designed as a means of access to the adjoining properties. The definition of street includes ~~Feeder streets~~ used by residents to gain access to their lots as well as ~~Collector or Feeder streets~~ (those used by most residents to access their 'Destination' streets) - these would have more than one access point to or from the city. In Birchwood we have two main collector routes: Cedar Street/Hall Avenue (from County Line Road to the Mahtomedi border) and Wildwood Avenue from County Line Road to it's junction with Hall Avenue near the Mahtomedi border. These are used by every resident to gain access to their lots and as such warrant special consideration. All the remaining 'destination' streets are used mainly by those residents living on those streets.

Street Treatment Definitions:

-Seal Coat: Involves filling cracks with bituminous patch, spraying the road surface with oil and covering it with a layer of small rock or crushed granite. Seal coating is considered maintenance and as such, will not be assessed.

-Mill and Fill: Involves milling out larger cracks and filling these as a more effective and longer lasting method of repair. Considered maintenance, it will not be assessed unless the physical characteristics of the street are changed, widened or otherwise altered. If changes are made, it could be eligible for funding by special assessment.

-Mill and Overlay: Consists of grinding off the upper layer of asphalt and replacing it with a new layer. Considered maintenance, it will not be assessed unless the physical characteristics of the street are changed, widened or otherwise altered. If changes are made, it could be eligible for funding by special assessment.

-Roadway Reclamation: Consists of grinding up the existing asphalt surface completely and mixing it with a portion of the gravel base. This combination is then used as the new upper road base. Considered maintenance, it will not be assessed unless the physical characteristics of the street are changed, widened or otherwise altered. If changes are made, it could be eligible for funding by special assessment.

-Reconstruction: Includes complete pavement removal, subgrade correction as needed, as well as elevation and width corrections, surface material, and other changes to the original design. This is often considered and done in conjunction with utility repairs/replacement. Reconstruction is usually considered an improvement as the roadbase and grade are usually changed, altering the appearance and functionality of the street. If this is the case it would be a candidate for a special assessment. If not altered, could be funded with allocated monies from general revenue.

System Cost: That portion of the assessable cost that benefits properties whose assessments are deferred because they are located outside of the City limits, or are unable to make use of the improvements due to factors beyond their control. An example would be street assessments for those properties along County Line Road, although these residents could derive some use from use of these streets. The City Council would need to make a special determination during the assessment stage of planning to allow for funding of anomalies such as these.

Unit: A unit for definitions of assessment may include, but is not limited to: a household; a parcel/lot or a residence. In some cases (such as dead-end streets and Cul-de-sacs the fairest way to pay for improvement projects would be to simply divide the cost by the number of homes (units) on that street (cost per unit method)

Unit Share: That portion (or share) of the cost of an improvement project that is or will be assessed to a particular residence is considered the unit share. This can be estimated as

a percentage of the total cost of the project or as a percentage of the percentage of a lot based on the frontages, lot type, and situation as would benefit the value of the unit within the project area. One unit is assessed no more than one share. If on a corner or odd shaped lot the unit may be assessed less than one share based on the frontages as accounted for in 'Methods of Assessment'.

Water Service: The City is responsible for all water service along the street or public utility easement, including the watermain, and water service up to and including the curb stop. The homeowner is responsible for everything beyond this point, from the curb stop to the home.

Yard, Front: A yard extending across the front of the lot between the side yard lines and lying between the front street line of the lot and the nearest line of the building.

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6 METHODS OF ASSESSMENT

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All Residential properties within Birchwood Village will be assessed by the Unit method whenever a special assessment is needed unless not feasible due to special conditions.

Residential Unit Method: This method is used for single dwelling residential properties. A unit shall be defined as one buildable lot consistent with the City of Birchwood Village's building ordinances. The cost of the improvement is simply divided by the number of units fronting that improvement, either city or private property. The types of lots listed reflect variations of computing unit shares to make the outcome more fair for differences in lot shape and frontage.

1. **Corner Lot:** A lot located at a street intersection having both front and side-lot footage shall be assessed per unit. If a driveway abuts both streets and only one street is being improved then the lot will be assessed 50% of the per unit basis. General revenue funding will pick up the balance up to the one unit amount.

2. 1. _____

3. **Multiple Frontage Lot:** A lot with access to two separate non-intersecting or intersecting streets but not a corner lot may be assessed 50% of the per-unit basis for any street improvement that it has direct access to.

4. Three sides would be 33.33%. This way the property will never be assessed more than one complete unit for all improvements it contacts. General revenue funding will pick up the balance up to the one unit amount.

5.2.

6. **Irregularly Shaped Lot:** Those lots abutting curved streets, cul-de-sacs, or other lots where there is more than five feet of difference in length between the front and back lot shall be assessed as one unit

7.3.

8. **Rectangular Lot:** A lot with less than five feet of difference in length between the front and back lot lines shall be assessed as one unit.

9.4.

10. **Special Case Lot Residential:** A lot which may not directly abut the improvement shall be assessed on a per unit basis if the improvement can be accessed. If not, the city council may make a case-by-case assessment taking exception in whole or part depending on the portion of use that the petitioning unit receives from the improvement.

5.

1. ~~Lots on streets with partial municipal property:~~ If the City owns a portion of the property frontage on a street where an improvement is being considered the city will pay for through general revenue the portion of the proposed area that is not assessed private property. An example would be along Lake Avenue opposite Figue Schmitz park or opposite Hall's Marsh, where the city would assume costs for that portion not inhabited by residential dwellings. A number of shares equal to those across the street to be improved by measured linear footage would be funded by the city with General revenue. Another example would be the park in the center island of Wildwood Avenue if one side or the other was being improved individually with the city picking up the opposite side shares OR if both sides are improved simultaneously then the units on each side would assume their respective shares with the city picking up 50% for their center area.

2. ~~In cases such as Nordling park, the Tennis Court property frontages or the lake easements, general revenue would pay for that portion of the shares not inhabited by residential home units.~~

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Lot Frontage Method: This method assesses residences based on the length in front footage of the lot abutting the proposed improvement. While used by other cities utilize this method as calculations can be more difficult, it is less fair as it penalizes residents with longer lots, corner or odd shaped lots, lots with multiple access sides and other anomalies. As our city is made up of a wide diversity of old and new lots of many sizes and shapes, the best choice will be the unit method. If necessary, the City Council can override that and choose to use a frontage method, and if so it will be based on the total cost of the improvement considered divided by the total frontage of the units involved. Consideration should be made for corner or multiple lots as in points 1-6 in the unit method above whenever possible. Frontage measurement must take into account the easements (subtracting these from the frontage) as well as the type of street being

improved (see special considerations).

Note: These assessment methods and notes are shown for guidance purposes only. Prior to a public improvement project a "benefits appraisal" shall be conducted to determine the actual special assessment based on the benefit received by the subject property/properties.

5.0 ASSESSMENT CONSIDERATIONS:

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Special considerations:

Of the two types of streets we have in Birchwood village, the collector streets see far more traffic (up to 100 times more) per day. Cedar Hall sees over 2000 cars per day (with many non-residents passing through Birchwood as a short-cut) and Oak Ridge may see fifty or sixty. As a result, these collector streets wear out much faster and require more maintenance than the other streets in Birchwood. As these Collector streets are used by all residents to get in and out of our city, most or all such expenses for improvements as needed should be borne more equitably by all residents of the city. As such, General revenue funding for most or all maintenance and resurfacing may be appropriate for pavement improvements on our collector streets (Cedar St, Hall Ave and on Wildwood Avenue).

If a per unit method would be used, it may be appropriate to consider a one unit assessment on each of the abutting units with direct driveway access to these collector streets, with the remainder being covered by budgeted general tax revenue. It may also be considered to assess some corner lots with no access from these streets a smaller share (10-20%) with the remainder covered by general revenue. In this way those who live on these streets are still responsible for a portion of the assessment but the larger amount goes to all in the city who use these streets daily.

Other considerations:

1) -- All properties benefiting from improvements are subject to the special assessment.

2)

4) The project types to be assessed are not limited to those explicitly described in this policy. The City Council reserves the right to consider additional infrastructure improvements on a case by case basis for assessment, including but not limited to storm drainage improvements, street lights, walls, noise walls, boulevard trees, and sidewalks (both new and replaced).

2)

3) Prior to assessment adoption the special assessment levy shall may be verified by an appraiser at the discretion of the City Council. The Council may consider assessing up to 100% of total project costs or proven benefit, whichever is less, when such cases are warranted.

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- 4) The city may want to consider adopting a 'Pay Once' policy wherein a resident could only be assessed for a given improvement once during the time they are a resident of Birchwood.

6.0 POLICY REVIEW SCHEDULE

The City of Birchwood Village will review this special assessment policy annually and make adjustments to assessment methods and unit rates as deemed appropriate.

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7.0 PAYMENT OF ASSESSMENTS

1) Assessments for single family residential and multi-family (four units and less) will be made payable on a 8+5 year repayment schedule or as determined by the City Council on a per project basis following public input at the improvement or assessment hearings. Interest rates vary based on project financing, but are set no more than 2% above the City's rate on the sale of bonds or prime if the project is financed with general fund dollars.

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2) Assessments for commercial, institutional and multi-family (five-units or greater) property can be paid for up to 87 years as determined by the City Council on a per project basis through certification to property taxes as a special assessment. Interest rates vary, but are set no more than 2% above the City's rate on the sale of bonds or prime if the project is financed with general fund dollars.

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3) Property owners can pay the entire assessment within 30 days following the adoption of the assessment roll with no interest charged. Property owners may also make an interest free partial payment within 30 days, but the minimum partial payment is 25%. All unpaid balances will be certified to Ramsey County for payment with property taxes after October 1 of the year in which the assessment hearing was conducted. Interest will start accruing on all unpaid amounts 30 days after the assessment hearing.

----- **8.0 DEFERRED ASSESSMENTS**

MN Statutes § 435.193 to 435.195 authorize City Councils to allow certain deferrals. All deferrals are subject to the interest as stated in this policy and become due upon the death of the owner (if the spouse is not otherwise eligible for the deferral); the sale, transfer or subdivision of any part of the property; loss of homestead status on the property; or the council's determination that immediate or partial payment would impose no hardship.

The City Council may, at its discretion, defer the payment of an assessment of any homestead property owned by a person for who it would be a hardship to make the payment if the owner is one of the following:

- A person who is 65 or older - A person who is retired by virtue of a permanent and total disability - A member of the Minnesota National Guard (or other military reserves) ordered into active military service - A person unable to meet the payment obligations due to proven financial hardship

Determining a financial hardship shall be completed by the city council's review of the applicant's income statement. A financial hardship deferral is automatically met if the household adjusted gross income is at or below 125% of the most recent Federal Poverty Line.

Birchwood Village – Initiative Proposal Template

Name of Initiative	Insert name here
Committee	Insert committee here
What problem will this initiative solve or what value will this create in our community?	Describe here
Proposed Solution or Initiative Description	Describe your solution or initiative here
How will we measure success of this initiative? <i>What would success look like and how will we know if we are successful?</i>	Describe what success looks like and how it will be measured
Estimated Cost of Initiative	Insert estimated cost here
Assumptions or Dependencies <i>What has to be true for the benefit and costs to be accurate? Examples: labor cost assumptions, number of residents using solution, etc.</i>	Note assumptions here
Alternative Solutions Considered <i>What are the alternatives that could be considered to solve the problem?</i>	Describe alternatives here
Timing Considerations <i>Are there any firm deadlines or an ideal timeframe for this initiative? What is driving the deadline?</i>	Note any deadlines here

ORDINANCE 2019-01-02

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

**AN ORDINANCE AMENDING
ANIMAL PROVISIONS IN CITY CODE**

The City Council of the City of Birchwood Village hereby ordains that Chapter 605 (Animals) of the Municipal Code of the City of Birchwood Village is hereby amended as follows:

SECTION 605: ANIMALS

605.010. **DEFINITIONS.** For the purpose of this Chapter, terms defined herein shall have the following meaning ascribed to them:

1. Animals

Domestic-House Pet: For the purposes of this code, a domestic house pet shall be defined as those animals such as dogs, cats and birds which can be contained within a principal structure throughout the entire year, provided that containment can be accomplished without special modification to said structure requiring a building permit from the City.

Domestic-Farm: Animals which are kept outside the home for purposes of food or pleasure such as cattle, hogs, horses, sheep, llamas, goats, chickens (*Gallus gallus domesticus*), birds, such as emus and pigeons, and similar animals.

2. Animal Control Authority. The provisions of this Code shall be enforced by the Council.

3. Animal Control Officer. The person or persons employed by the Council as its enforcement officer.

4. Animal Shelter. Any premises designated by action of the City for the purpose of impounding and caring for all animals found in violation of this Code.

5. At Large. Any animal which is not effectively restrained within a fenced area or any animal which is permitted to be on any unfenced area or lot abutting upon a street, alley, public park, public place or upon any other private land without being effectively restrained from moving beyond such unfenced area or lot, or any animal which is permitted to be on any street, public park, or public place without being effectively restrained by chain or leash shall be deemed to be running at large.

6. Dog. Means any living domesticated canine or canid-cross animal. Exposed to

~~Rabies. A dog has been exposed to rabies within the meaning of this Code if it has been bitten by, or been exposed to, any animal known to have been infected with rabies~~

7. Kennel. The keeping of more than three (3) dogs of age 6 months or greater on any premises.

8. Owner. Any person, group or persons, or corporation owning, keeping, or harboring an animal or animals for three (3) or more consecutive days.

9. Restraint. On a leash of not more than six (6) feet in length or on a leash which can be retracted to a length of six (6) feet or less, and in the custody of a person of sufficient age to adequately control the animal; in a vehicle; or confined to the owner's property by enclosure or fencing (electronic or physical barrier).

10. Veterinary Hospital. Any establishment maintained and operated by a State-licensed veterinarian for the purposes of diagnosing and treating animal disease, trauma and/or maintaining good health, e.g., vaccinations.

10. Spayed Female. Any bitch which has been operated upon to prevent conception.

11. Wild Animal. Shall mean and include any animal, amphibian, or reptile which is of a species which is wild by nature or of a species which, due to size, vicious nature or other characteristic is inherently dangerous to human beings. Examples of wild animals considered capable of inflicting severe bodily harm to humans include but are not limited to:

a. Any large cat of the family Felidae, such as lions, tigers, jaguars, leopards, cougars and ocelots, except commonly accepted domesticated house cats.

b. Any member of the family Canidae, such as wolves, coyotes, dingos, and jackals, except domesticated dogs.

c. Any crossbreed such as crossbreeds between dogs and coyotes, or dogs and wolves, but does not include crossbred domesticated animals.

d. Any poisonous snake such as a rattlesnake, coral snake, water moccasin, puff adder or cobra.

e. Any snake or reptile which by its size, vicious nature or other characteristic is dangerous to human beings.

f. Any skunk, raccoon, fox, or ferret, unless certified by a veterinarian to be free of rabies, and kept pursuant to a valid DNR permit, said certification to be obtained within seven (7) days of receipt of the animal.

g. Any bear, ape, gorilla, monkey, or badger.

h. Any other animal or reptile which is commonly considered wild and not domesticated.

605.020. DOGS. Rules and regulations relating to permits and humane treatment. The council shall promulgate regulations governing the issuance of permits, and such regulations shall include requirements for humane care of the owner's dogs and for compliance with all sections of this article and other applicable state and local laws. The council may amend such regulations from time to time as it deems desirable for the public health and welfare and to protect dogs from cruelty.

1. Limitation on number for each dwelling unit in residential zones. No more than three dogs over six months of age shall be housed or be kept on any one residential site in any area of the city.

2. Enforcement. Officers designated by the city administrator manager and approved by the council shall have police powers in the enforcement of this article; and no person shall interfere with, hinder or molest any such officer in the exercise of such powers.

a. Any person violating any of the sections of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15.

b. If any person is found guilty by a court of violation of section 10-1, his permit to own, keep, harbor or have custody of dogs shall be deemed automatically revoked; and no new permit may be issued for a period of one year.

605.021. PERMIT.

1. Required; exceptions. No person shall, without first obtaining a permit in writing from the city administrator, own, keep, harbor, or have custody of any dog over six months of age. However, this section shall not apply to the keeping of small caged birds or aquatic and amphibian animals solely as pets or for police canines of any political subdivision.

a. Upon a showing by any applicant for a permit required under this division that he is prepared to comply with the regulations promulgated by the council, a permit shall be issued following payment of the applicable fee, as follows:

(1). For each dog, the fee is as may be imposed, set, established and fixed by the city council, by resolution, from time to time.

(2). No fee or permit shall be required of any Humane Society or veterinary hospital.

b. No permit shall be granted for a dog which has not been vaccinated against rabies as provided in this section on such date, but not more than two years will have elapsed from the date of such vaccination to the time of the expiration of the permit to be issued, unless stated upon the certificate that the vaccination is effective for at least three years. Vaccination shall be performed only by a doctor qualified to practice veterinary medicine in the state in which the dog is vaccinated, and the applicant shall present an original certificate from a qualified veterinarian showing that the dog to be permitted has been given a vaccination against rabies and the date on which the vaccination was administered.

2. Term; renewal; late penalty charge. A new permit shall be obtained each even year by every owner and a new fee paid. A permit, if not revoked, shall be valid until the end of the permit period. Renewal permits must be obtained prior to the expiration date, and there shall be a late penalty charge on all renewal permits issued after the expiration date.

The city ~~manager~~ administrator may revoke any permit issued under this division if the person holding the permit refuses or fails to comply with this article, any regulations promulgated by the council pursuant to this article, or any state or local law governing cruelty to animals or the keeping of animals. Any person whose permit is revoked shall, within ten days thereafter, humanely dispose of all dogs being owned, kept or harbored by such person; and no part of the permit fee shall be refunded.

3. Tags. Upon issuing a permit to keep any dog under this division, the city administrator shall issue to the owner a metallic or durable plastic tag stamped with an identifying number and with the month/date/year of expiration and so designated that it may be conveniently fastened to a dog collar or harness. Such tag shall be fastened to the dog's collar or harness by the owner and shall be worn at all times. The city administrator shall maintain a record of the identifying numbers and shall make this record available to the public.

4. Exemptions from division. The sections of this division requiring a permit shall not apply to owners of certified seeing eye and other handicapped-aid dogs, owners and handlers of bona fide working dogs (guard dogs, search dogs, etc.) and nonresidents of the city who are keeping only domestic pets, provided that domestic pets of nonresident owners shall not be kept in the city longer than 30 days annually and the animals shall be kept under restraint.

605.022. RUNNING AT LARGE; NUISANCE.

1. Restraint. All dogs shall be kept under restraint at all times in the city.

2. Duty of owners.

a. No owner or custodian of any dog, whether permitted or unpermitted, shall allow such dog to run at large. It shall be the obligation of the owner or custodian of any

dog in the city, whether permanently or temporarily therein, to prevent any such dog at anytime to be on any street, public park or public place without being effectively restrained by a chain or leash not exceeding eight feet in length.

b. Any person having custody or control of any dog shall have the responsibility for cleaning up any feces of the dog and disposing of such feces in a sanitary manner. It shall furthermore be the duty of each person having the custody and control of any dog to have on such person possession of a device or equipment for picking up and removal of animal feces. This subsection shall not apply to a guide dog accompanying a blind person or to a dog when used in police or rescue activities.

c. Owners or custodians of dogs are hereby charged to prevent their dogs from barking or making other noises which unreasonably disturb the peace and quiet of any person. The phrase "unreasonably disturb the peace and quiet" includes, but is not limited to, the creation of noises, by such dogs, audible to a peace officer or animal control officer outside the building or premises where the dogs are being kept and which noise occurs repeatedly over [a] five-minute period with a time lapse of one minute or less between repetitions over a five-minute period. Failure on the part of the owner or custodian to prevent a dog from committing such acts shall be guilty of a misdemeanor.

3. Female dogs in heat. Every female dog in heat in the city shall be confined in a building or secure enclosure in such manner that such female dog cannot come into contact with another dog, except for planned breeding.

4. Duty of temporary visitors to city. It shall be unlawful for any person temporarily in the city, while staying at any private home to have a dog running at large or to permit his dog at any time to be upon the street or in any public or private place unless firmly upon a leash at all times.

605.023. IMPOUNDMENT.

1. Authority; notice to known owners; reclamation by owners; humane disposal of unclaimed dogs. Unrestrained dogs running at large in the city may be taken by police, the animal control officer or the Humane Society and impounded in an animal shelter and there confined in a humane manner. Impounded dogs shall be kept for not less than five days, unless reclaimed by their owners. If by a permit tag or by other means the owner can be identified, the animal control officer shall immediately, upon impoundment, notify the owner by telephone or mail of the impoundment of the dog. A dog not claimed by its owner within five days shall be humanely disposed of by an agency delegated by the council to exercise that authority.

2. Fees; additional penalties. Any owner reclaiming a dog under this article, which has been impounded for any reason, shall pay a fee as set by council resolution from

time to time. The owner may also be proceeded against for violation of this article, and his permit may be revoked.

3. Return to owner of dog found at large. Notwithstanding the sections of this division, if a dog is found at large in the City but is properly tagged and current on rabies vaccination and its owner can be identified and located, such dog need not be impounded and shall instead be delivered to the owner.

605.024. DANGEROUS DOGS.

1. Dangerous/potentially dangerous dogs. The provisions of Minn. Stats. §§ 347.50—347.56, inclusive, are hereby adopted as the potentially dangerous and dangerous dog regulations for the City of Birchwood Village. Where a conflict exists between the provisions of the City Code and the provisions of Minn. Stats. §§ 347.50—347.56, inclusive, the provisions of the Minnesota Statutes shall apply.

Definitions. For the purpose of this section, the terms defined have the meaning given to them:

a. Dangerous dog. Means any dog that has:

(1). Without provocation, inflicted substantial bodily harm on a human being on public or private property; or

(2). Killed a domestic animal without provocation while off the owner's property; or

(3). Been found to be potentially dangerous, after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

b. Great bodily harm. Has the meaning given it under Minn. Stats. § 609.02, subdiv. 8.

c. Owner. Means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog.

d. Potentially dangerous dog. Means any dog that:

(1). When unprovoked, inflicts bites on a human or domestic animal on public or private property; or

(2). When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or

(3). Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals, or

e. Proper enclosure. Means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which the windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

f. Provocation. Means an act that adult could reasonably expect may cause a dog to attack or bite.

g. Substantial bodily harm. Has the meaning given it under Minn. Stats. § 609.02, subdiv. 7a.

2. Initial determination. The city's designated animal control authority shall be responsible for initially determining (initial determination) whether a dog is a potentially dangerous dog or a dangerous dog. The animal control authority may retain custody of a dog which has been initially determined to be a dangerous dog pending the hearing as hereinafter provided. The initial determination shall be conclusive unless the owner appeals the initial determination as hereinafter provided.

3. Notice of initial determination. The notice of initial determination shall be personally served on the owner of the dog or on a person of suitable age at the residence of such owner. The notice of initial determination shall describe the dog deemed to be potentially dangerous or dangerous, shall identify the officer making the initial determination and shall inform the owner of the owner's right to appeal the initial determination.

4. Request for hearing and hearing. An owner may appeal the initial determination by filing a request and payment of the applicable fee for the hearing with the city administrator ~~manager~~ within five days of the owner's receipt of the notice of initial determination. A hearing shall be held within seven days after the city's receipt of the request for hearing. The city administrator shall assign a hearing officer, who shall not be the person who made the initial determination. At the hearing, the hearing officer shall consider the reports and comments of the animal control authority, the testimony of any witnesses, witness statements and the comments of the owner of the dog. After considering all of the evidence submitted, the hearing officer shall make written findings and shall determine whether the dog is a potentially dangerous dog or a dangerous dog (final determination). The findings shall be made within five days of the date of the hearing and shall be personally served upon the owner of the dog or upon a person of suitable age at the residence of the owner.

5. Seizure of dangerous dog or potentially dangerous dog. The animal control authority shall immediately seize any dangerous or potentially dangerous dog if, within 14 days after the service of the notice of final determination declaring a dog to be a dangerous dog:

a. The owner has not registered the dog in compliance with the provisions of this subsection.

b. The owner does not secure the proper surety bond or liability insurance pursuant to this subsection.

c. The dangerous or potentially dangerous dog is not maintained in a proper enclosure.

d. The dangerous dog is outside a proper enclosure and not under the physical restraint of a responsible person.

6. Reclaiming a dangerous dog or potentially dangerous. A dangerous or potentially dangerous dog may be reclaimed by the owner of the dog upon payment of the impounding and boarding fees and upon presentation of proof to the animal control authority that the requirements of subsection 10-189(8)a. or (10)a. have been satisfied. A dangerous or potentially dangerous dog not reclaimed under this provision within seven days may be disposed of as provided in Minn. Stats. § 35.71, subdiv. 3, and the owner shall be liable to the animal control authority for costs incurred in confining and disposing of the dangerous dog.

7. Substantial/great bodily harm. Upon a final determination and notwithstanding the provisions of 605.024.2 – 6, a dangerous dog that inflicted substantial bodily harm or great bodily harm on a human being on public or private property without provocation may be destroyed in a proper and humane manner by the animal control authority.

8. Dangerous dog restrictions.

a. Registration required. No person may keep a dangerous dog in the City of Birchwood Village unless the dog is registered with the city administrator as provided in this section. The city administrator shall issue a certificate of registration to the owner of the dangerous dog if the owner presents the following information:

(1). Proper enclosure. A proper enclosure exists for the dangerous dog and there is a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children, that there is a dangerous dog on the property.

(2). Bond/insurance. A surety bond issued by a surety company authorized to conduct business in the State of Minnesota in a form acceptable to the animal control authority in the sum of at least \$300,000.00 payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in the State of Minnesota in the amount of at least \$300,000.00 insuring the owner for any personal injuries inflicted by the dangerous dog.

(3). Microchip. The owner has had a microchip identification implanted in the dangerous dog, and the name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority with the costs borne by the dog's owner.

(4). Warning symbol. The owner has posted a warning symbol to inform children that there is a dangerous dog on the property. The design of the warning symbol must have been approved by the Minnesota Commissioner of Public Safety.

(5). Tag. The dangerous dog must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol affixed to the dog's collar at all times. The design of the tag must have been approved by the Minnesota Commissioner of Public Safety.

(6). Photograph. The owner of the dangerous dog shall make the dog available to be photographed for identification by the animal control authority at a time and place specified by the animal control authority.

(7). Proof of disclosure. The owner of a dangerous dog who rents property from another where the dog will reside must submit proof of disclosure from the property owner that the property owner was notified, prior to entering into the lease agreement and at the time of any lease renewal, that the person owns a dangerous dog that will reside at the property.

9. Dangerous dog regulations.

a. Annual fee. The owner of a dangerous dog shall pay an annual fee as determined by council ordinance, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.

b. Annual renewal. The owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased and pay the annual renewal fee as determined by city council ordinance. If the dog is removed from the city, it must be registered as a dangerous dog in its new jurisdiction.

c. Death/transfer from city. The owner of any dangerous dog must notify the animal control authority in writing of the death of the dog, of its transfer to a residence outside of the city or of its transfer within the city within 30 days of the death or transfer.

d. Notice to landlord. The owner of a dangerous dog who rents property from another where the dog will reside must disclose to the property owner, prior to entering into the lease agreement, and at the time of any lease renewal, that the person owns a dangerous dog that will reside at the property.

e. Sale. The owner of a dangerous dog must notify the purchaser that the animal control authority has identified the dog as a dangerous dog. The seller must also notify the animal control authority in writing of the sale and provide the animal control authority with the new owner's name, address, and telephone number.

f. Muzzling. If the dangerous dog is outside a proper enclosure, the dog must be muzzled and restrained by substantial chain or leash and be under the physical restraint of a reasonable person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

g. Sterilization. The animal control authority may require a dangerous dog to be sterilized at the owner's expense. If the owner does not have the dangerous dog sterilized, the animal control authority may have the animal sterilized at the owner's expense.

10. Potentially dangerous dog restrictions.

a. Registration required. No person may keep a potentially dangerous dog in the City of Birchwood Village unless the dog is registered with the city administrator as provided in this section. The City ~~clerk~~ Administrator shall issue a certificate of registration to the owner of a potentially dangerous dog if the owner presents the following information:

(1). Microchip. The owner has had a microchip identification implanted in the potentially dangerous dog, and the name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority with the costs borne by the dog's owner.

(2). Warning symbol. The owner has posted a warning symbol to inform children that there is a potentially dangerous dog on the property. The design of the warning symbol must have been approved by the Minnesota Commissioner of Public Safety.

(3). Proper enclosure. A proper enclosure exists for the potentially dangerous dog, and there is a posting on the premises with a clearly visible warning sign, including a warning symbol, to inform children that there is a potentially dangerous dog on the property.

(4). Bond/insurance. A surety bond issued by a surety company authorized to conduct business in the State of Minnesota in a form acceptable to the animal control authority in the sum of at least \$300,000.00 payable to any person injured by the potentially dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in the State of Minnesota in the amount of at least \$300,000.00 insuring the owner for any personal injuries inflicted by the potentially dangerous dog.

(5). Photograph. The owner of the potentially dangerous dog shall make the dog available to be photographed for identification by the animal control authority at a time and place specified by the animal control authority.

(6). Proof of disclosure. The owner of a potentially dangerous dog who rents property from another where the dog will reside must submit proof of disclosure from the property owner that the property owner was notified, prior to entering into the lease agreement and at the time of any lease renewal, that the person owns a potentially dangerous dog that will reside at the property.

11. Potentially dangerous dog regulations.

a. Annual fee. The owner of a potentially dangerous dog shall pay an annual fee as determined by council ordinance, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.

b. Annual renewal. The owner of a potentially dangerous dog must renew the registration of the dog annually until the dog is deceased and pay the annual renewal fee as determined by city council ordinance. If the dog is removed from the city, it must be registered as a potentially dangerous dog in its new jurisdiction.

c. Death/transfer from city. The owner of any potentially dangerous dog must notify the animal control authority in writing of the death of the dog, of its transfer to a residence outside of the city or of its transfer within the city within 30 days of the death or transfer.

d. Notice to landlord. The owner of a potentially dangerous dog who rents property from another where the dog will reside must disclose to the property owner, prior to entering into the lease agreement and at the time of any lease renewal, that the person owns a potentially dangerous dog that will reside at the property.

e. Sale. The owner of a potentially dangerous dog must notify the purchaser that the animal control authority has identified the dog as potentially dangerous. The

seller must also notify the animal control authority in writing of the sale and provide the animal control authority with the new owner's name, address, and telephone number.

12. Annual review requests. If there are no additional reports of the behavior described in subsection (1)a. or (1)b. of this section within a 12-month period from the date of the designation as a dangerous dog or a six-month period from the date of the designation as a potentially dangerous dog, the dog's owner may request a review, in writing, of the declaration designation. The owner must provide documented evidence for review that the dog's behavior has changed due to environment, health, age, training, neutering or other relevant factor. The review request and supporting documentation must be submitted to the City of Birchwood Village Animal Control Authority, which shall rule on the review request based on the record. The owner of the dog shall be notified in writing of the review results within ten business days of receipt. An administrative fee shall be paid prior to the review. In cases where the owner has successfully completed a training program approved by the animal control authority, the administrative fee may be reduced or waived. The fees for such review shall be imposed, set, established and fixed by the city council, by resolution, from time to time.

605.020. LICENSING.

605.021. No persons shall own, keep or harbor any dog over six months (6) old within the City unless such dog is licensed as herein provided. Written application for such license shall be made to the City Clerk and shall state the name and address of the owner and the name, breed, color, age and sex of the dog. The application must be accompanied by a certificate from a qualified licensed veterinarian certifying that the dog has been vaccinated against rabies on a date that is not more than 36 months prior to the expiration date of the license to be issued. The license fee shall be paid at the time of making application and a numbered receipt given to the applicant. The City Clerk shall keep and maintain an accurate record of identifying numbers.

605.022. The license fee shall be as established from time to time and set forth in Chapter 701.

605.023. All dog licenses shall be issued for the license term as established from time to time by City Council resolution. Applications for licenses may be made prior to and for 30 days after the start of the licensing term without penalty, but when application is made after 30 days of the licensing term has elapsed, the applicant shall be assessed a penalty 50 percent of the license fee, which amount shall be added to and collected with the regular license fee, provided, however, if the dog did not become subject to licensing until after the start of the licensing term, then no penalty shall be assessed if application is made within 30 days after becoming subject to licensing.

605.024. In the event that a metallic license tag issued for a dog shall be lost, the owner may obtain a duplicate tag upon the payment of a fee to be set by the City Council.

605.025. If there is a change in ownership of a dog during the license term, the new owner may have the current license transferred to his name upon application and the payment of transfer fee to be set by the City Council.

~~605.026. No person shall use for any dog a license receipt or license tag issued for another dog or counterfeit or attempt to counterfeit license tags.~~

605.028. **CHICKENS.**

1. Chickens may be kept within the City limits on residential properties subject to the following conditions:

a. A maximum of six (6) hen chickens or pullets are permitted.

b. Roosters are prohibited.

c. The butchering of chickens is prohibited.

d. Shelter. Proper shelter in the form of barns, coops or hutches shall be provided in any area where chickens are permitted to roam. Such shelters shall be adequately fenced to ensure the chickens remain on the owner's premises. Shelters must comply with all requirements of the Zoning Code concerning accessory structure and said structures shall not be placed in the front, side yard or side yard abutting a street on residential property. Said shelters shall be setback a minimum of 30-feet from an adjacent principal dwelling.

(1). All chicken coops must have a minimum size of three (3) square feet per chicken, a maximum size of forty (40) square feet, and must not exceed six (6) feet in total height.

(2). Chicken coops must be elevated a minimum of twelve (12) inches and a maximum of twenty-four (24) inches to allow for circulation beneath the coop.

e. Space. Chickens shall be fully contained on the property at all times through use of adequate fencing.

(1). Fencing must not exceed six (6) feet in height and must be built according to the zoning code.

(2). Chickens are restricted to the rear yard.

(3). Chicken runs may be enclosed with wood and/or woven wire materials, or any other material so long as the chickens cannot escape through the fencing.

f. Food Storage. Food materials that are stored outside shall be in closed containers with lids.

g. Manure Removal. All containment areas and shelters shall be maintained in a clean, sanitary, and odor free environment and shall be free from the presence of

rodents or vermin at all times. Organic matter shall not be allowed to accumulate for more than one (1) week at a time. However, organic matter shall be removed more often than one (1) time per week if it is necessary to eliminate any odors that constitute a nuisance.

h. Fighting. Chickens shall not be raised or kept for fighting. Cockfighting is prohibited.

i. Consent. The applicant for any permit required under the provisions of this section shall provide with the application the written consent of seventy-five (75) percent of the owners or occupants of real property within the City and within one hundred (100) feet of the outer boundaries of the premises for which the permit is being requested. However, where a street or right of way separates the premises for which the permit is being requested from the other neighboring property, no consent is required from the owners or occupants of property located on the opposite side of the street or right of way.

2. License. No person shall keep, maintain or breed chickens on property located within the City of Birchwood Village unless a license is obtained pursuant to the provisions stated herein. Application shall be made on a form provided by the City Clerk-Administrator. The fee shall be established from time to time by resolution as set forth in Chapter 701.

a. A license shall be issued for a period of two years.

b. Upon completion of the application form and receipt of the license fee, the City Clerk-Administrator shall cause a license to be issued to the applicant.

3. Inspection. The Animal Control Officer shall, at any reasonable time, be permitted upon the premises where chickens are kept for the purpose of making an inspection to determine compliance with this Chapter.

605.029. **MINIATURE VIETNAMESE POT-BELLIED PIGS.**

1. Restrictions. Miniature Vietnamese Potbellied Pigs may be kept within the City limits if it is kept as a "Domestic-House Pet" as defined in Code 605.010 (1), and shall be subject to the following conditions:

a. The possession of a Vietnamese Potbellied Pig is limited to two (2) per residence.

b. Male Vietnamese Potbellied Pigs must be neutered when they reach the age of four weeks.

c. Adult Vietnamese Potbellied Pigs shall not weigh more than 120 pounds or stand more than 22 inches at the shoulders.

d. Vietnamese Potbellied Pigs shall undergo a blood test to show that the animal is free from pseudorabies.

2. Consent. The applicant for any permit required under the provisions of this section shall provide with the application the written consent of seventy-five (75) percent of the owners or occupants of real property within the City and within 100 feet of the outer boundaries of the premises for which the permit is being requested. However, where a street or right-of-way separates the premises for which the permit is being requested from the other neighboring property, no consent is required from the owners or occupants or property located on the opposite side of the street or right-of-way.

3. License. No person shall keep, maintain Vietnamese pot-bellied pigs on property located within the City of Birchwood Village unless a license is obtained pursuant to the provisions stated herein. Application shall be made on a form provided by the city Clerk-Administrator. The fee shall be established from time to time by resolution as set forth in Chapter 701.

a. A license shall be issued for a period of two years.

b. Upon completion of the application form, receipt of the license fee, and proof that the Vietnamese potbellied pig is free from pseudorabies, the City Clerk Administrator shall cause a license to be issued to the applicant.

4. Inspection. The Animal Control Officer shall, at any reasonable time, be permitted upon the premises where Vietnamese pot-bellied pig(s) are kept for the purpose of making an inspection to determine compliance with this Chapter.

605.030. TAG AND COLLAR.

605.031. Upon complying with the provisions of 605.020 of this Code, there shall be issued to the applicant a numbered metallic tag stamped with the number and the year issued and labeled "LICENSED CITY OF BIRCHWOOD VILLAGE".

605.032. Every owner is required to see that the tag is securely fastened to the dog's choke chain, collar, or harness of durable material which must be worn by the dog at all times.

605.033. The fact that a dog is without a license attached to a collar shall be presumptive evidence that the dog is unlicensed.

605.040. RESTRAINT. The owner shall keep his dog under restraint at all times and shall not permit such dog to be at large off the premises or property of the owner.

605.041. ANIMALS AT LARGE. No animal shall be allowed to be at large in the City.

605.042. The owner of a dog which habitually chases vehicles or chases or threatens pedestrians shall keep his dog under restraint at all times.

605.043. No person in custody of any animal shall permit said animal to enter and remain in any public building. Dogs in a public park or on any Public Lake Tract must be kept under restraint.

605.044. REMOVAL OF ANIMAL FECES. Any person having ownership, custody or control over an animal on any property within the City shall immediately remove, and dispose of in a sanitary manner, all animal feces produced by such animal. If such feces are not removed, then the person in ownership, custody, or control of the animal shall be deemed in violation of this Code.

EXCEPTIONS. Requirements of immediate animal feces removal shall not apply to:

- a. Visually impaired persons using certified guide animals; or
- b. Disabled persons using service animals; or
- c. Trained police animals utilized in connection with police activities; or
- d. Animal feces produced within the limits of the private property of the animal's owner;

605.050. ANIMAL NOISE. No person shall own, keep or harbor any animal which shall by any noise, unreasonably disturb the peace and quiet of any person in the vicinity. The phrase "unreasonably disturb the peace and quiet" shall include, but is not limited to, the creation of any noise by any animal which can be heard by any person, including a law enforcement officer or animal control officer, from a location outside of the building or off of the premises where the animal is being kept and which noise occurs repeatedly over at least a 5-minute period of time with one minute or less lapse of time between each animal noise during the 5-minute period.

605.055. **ODOR.** Persons who keep animals within the City shall not allow any odors which are offensive to the people inhabiting the City such that they constitute a nuisance as defined in Chapter 606, entitled "Public Nuisance," of the City Code.

605.060. IMPOUNDMENT.

605.061. Unlicensed dogs, or animals found running at large, or being kept or harbored any place within the City contrary to the provisions of this Code, shall be taken up by the agents of the City Council and impounded in the shelter designated as the Animal Shelter and there confined in a humane manner for a period of not less than five business days, and may thereafter be disposed of in a humane manner subject to Minnesota Statutes, Section 35.72, Subd. 3, if not claimed by their owners. Dogs and other animals not claimed by their owners before the expiration of five business days shall become the property of the City and be disposed of at the discretion of the City Council subject to Minnesota Statutes, except as hereinafter provided in the cases of certain dogs and animals.

605.062. The City Council may upon request therefor transfer title of all animals held by it at its animal shelter to the University of Minnesota, or as otherwise provided by Minnesota Statutes, after the legal detention period has expired and the animal has not been claimed by its owner.

605.063. When animals are found running at large, and their ownership is known to the agents of the City Council, such animals need not be impounded, but the agent may at his discretion, cite the owners of such animals to appear in court to answer to charges of violation of this Code.

605.064. Immediately upon impounding dogs or other animals, the agents of the City Council shall make every possible effort to notify the owners of such dogs or other animals so impounded and inform such owners of the conditions whereby they may retain custody of such animals.

605.065. Animals other than dogs or cats or those licensed under Chapter 605, shall be impounded when found running at large within the City limits and disposed of in accordance with law.

605.066. UNSPAYED FEMALE STRAY DOGS. No unspayed female dog which has been impounded by reason of its being a stray shall be allowed to be adopted from the animal shelter unless the prospective owner shall agree to have such female spayed, or the Humane Society agrees to do so, and said prospective owner shall present to the Animal Control Officer within ten days after such adoption a certificate from a veterinarian attesting that such dog has been spayed.

605.067. ANIMALS WHICH CANNOT BE IMPOUNDED.

1. If an animal is known to be vicious, dangerous, rabid or exposed to rabies and such animal cannot be impounded after all reasonable effort or cannot be impounded without serious risk to the persons attempting to impound, such animal may be immediately killed.

2. When an animal cannot be impounded and is in violation of any part of this part of this chapter, the owner, as defined herein, shall be issued a citation.

605.070 REDEMPTION OF IMPOUNDED ANIMALS.

605.071 The owner shall be entitled to resume possession of any impounded animal, except as herein provided in the cases of certain dogs, upon compliance with the license provisions of 605.020, 605.028 or 605.029 of this Code and the payment of impoundment fees set forth herein.

605.072. Any other animal impounded under the provisions of this Code may be reclaimed by the owner upon the payment of impoundment fees set forth herein.

605.073. Any animal impounded under the provisions of this Code and not reclaimed by its owner within five business days may, subject to the provisions of Minnesota Statutes, be humanely destroyed by the Animal Control Officer or placed in the custody of some person deemed to be a responsible and suitable owner who will agree to comply with the provisions of this Code and such other regulations as shall be fixed by the City Council; provided, however, if the animal is one as to which the respective rights of the owner and the person in possession or custody are determined by State Law, such law shall be complied with.

605.074. Notwithstanding this section, the owner shall remain subject to penalties for violation of this Code.

605.080. IMPOUNDMENT FEES. Any animal impounded hereunder may be reclaimed as herein provided upon the payment by the owner to the Animal Control Officer of the sums for impoundment and daily care as established from time to time by City Council resolution.

Impoundment fees as established by resolution shall be collected by the Animal Control Officer and such additional sums as provided for keeping animals shall be collected by the Animal Control Officer and retained by it to help defray the cost of keeping such animals.

605.085. REGULATION OF DANGEROUS DOGS. The city shall, by reference, adopt the provisions of Minnesota Statute 347.50-347.565 with respect to the regulation of dangerous dogs. Where statute makes reference to "county" regulating authority it is the intention of the city to adopt a reference to "city" regulating authority.

605.090. CONFINEMENT OF CERTAIN DOGS AND OTHER ANIMALS.

605.091. The owner shall confine within a building or secure enclosure, every fierce, dangerous or vicious animal, and not take such animal out of such building or secure enclosure unless such animal is securely muzzled or under restraint as appropriate.

605.092. Every female dog or cat in heat shall be kept confined in a building or secure enclosure, or in a veterinary hospital or boarding kennel, in such manner that such female dog or cat cannot come in contact with another animal, except for breeding purposes.

605.093. To protect the health, safety and welfare of the citizens of the City, it shall be unlawful to keep any wild, dangerous or undomesticated animal within the corporate limits of the City, except as permitted pursuant to the provisions of this Ordinance. ~~MOVED TO 605.110.~~

605.094. Any animal described in the foregoing sub-sections of 605.090 of this Code, found at large, shall be impounded by the Animal Control Officer and may not be redeemed by owners, unless such redemption be authorized by court having jurisdiction.

605.095. Any dog, cat or other animal, impounded for being a public nuisance may not be redeemed unless such redemption is authorized by any court having jurisdiction.

605.096. When in the judgment of the City Council, or its agents, an animal should be destroyed for humane reasons, such animal may not be redeemed.

605.100. DISEASE CONTROL.

605.101. RABIES CONTROL. The Minnesota State Health Laws and Regulations pertaining thereto shall apply in cases of rabid animals, animals which have bitten any person or animals suspected of being rabid.

605.102. BITING ANIMALS TO BE QUARANTINED. Whenever any animal has bitten a person or whenever a known or suspected rabid animal is picked up by the animal warden, such animal shall be kept in confinement for a period of ten (10) days after the occurrence provided that the owner or custodian of such animal, after having been so notified either orally or in writing, shall have the right to direct where the animal will be quarantined provided that the location has proper State approved facilities for such quarantine. Upon reasonable belief that the animal may be rabid, the animal shall be

subjected to the tests necessary to establish the same by a doctor of veterinary medicine for the purpose of determining if it is infected with rabies. The confinement, testing and treatment expenses, in addition to all other expenses incurred as the result of ~~a~~ an animal biting a person, shall be the expense of the owner of the animal.

- 605.103. **REPORTS OF BITE CASES.** It shall be the duty of every physician or other practitioner to report to the Animal Control Officer and the City Council names and addresses of persons treated for bites inflicted by animals, together with as much as other information as will be helpful in rabies control.
- 605.104. **RESPONSIBILITIES OF VETERINARIANS.** It shall be the duty of every licensed veterinarian to report to the City Council his diagnosis of any animal observed by him as a rabies suspect.
- 605.110. **KEEPING OF ANIMALS.** To protect the health, safety and welfare of the citizens of the City, it shall be unlawful to keep any wild, dangerous or undomesticated animal within the corporate limits of the City, except as permitted pursuant to the provisions of this Ordinance.
- 605.111. **FARM ANIMALS.** Except as otherwise provided, no person shall keep or permit any horse, hog, mule, sheep, goat or other farm animal or any other fowl, including emus or pigeons, upon any lot or property within the City of Birchwood Village.
- 605.112. **CRUEL TREATMENT.** No person shall treat an animal in a cruel or inhumane manner, or willfully or negligently cause or permit any animal to suffer torture or pain unnecessarily.
- 605.113. **DOG KENNELS.** No person shall operate a dog kennel or permit a dog kennel to be on his premises within the City.
- 605.114. **MANNER OF KEEPING.** No person shall keep any dog, cat or other animal in the City in an unsanitary place or condition or in a manner resulting in objectionable odors or in such a way as to constitute a nuisance or disturbance by reason of barking, howling, fighting, or other noise or in such a way as to permit the animal to annoy, injure, or endanger any person or property.
- 605.120. **EXEMPTIONS.** The licensing and vaccinations requirements of this Code shall not apply to any animal belonging to a non-resident of the City and kept within the City for not longer than thirty days, provided all such animals shall at all times while in the City be kept within a building, enclosure or vehicle, or be under restraint by the owner.

~~605.130. **INVESTIGATION.** For the purpose of discharging the duties imposed by this Code and to enforce its provisions, any agent of the City Council or any police officer is empowered to enter upon any premises upon which a dog is kept or harbored and to demand the exhibition by the owner of such a dog or the license for such dog. It is further provided that any agent of the City Council may enter the premises where any animal is kept in a reportedly cruel or~~

~~inhumane manner and demand to examine such animal and to take possession of such animal when, in his opinion, it requires humane treatment.~~

~~605.135. REVOCATION.~~

~~1. An animal permit or license may be revoked if:~~

- ~~A. The person holding the permit or license refuses or fails to comply with the provisions of this Chapter, any other regulations promulgated by the City or any state or local law governing cruelty to animals or the keeping of animals.~~
- ~~B. An owner fails to provide the animal with necessary food, water, shelter, veterinary care, or humane care and treatment.~~
- ~~C. An owner overdrives, overloads, overworks, tortures, ill-treats, torments, neglects, or unjustifiably injures, maims, mutilates or cruelly works an animal when unfit for labor, or otherwise abuses any animal.~~
- ~~D. An owner causes or permits any dog fight, cock fight, or other combat between animals or between animals and humans.~~
- ~~E. An owner violates the terms of this Chapter three (3) times within a one (1) year period.~~

~~2. Any person whose permit or license is revoked shall, within fifteen (15) days, remove such animal(s) permanently from the City or humanely dispose of the animal(s) cited in the violation as being owned, kept or harbored by such person and no part of the permit or license fee shall be refunded. In addition, the owner may be liable to court action under this Code, State Statutes and local laws for any of the actions cited above.~~

~~3. If a permit or license is revoked, no new permit or license may be issued for a period of one (1) year from date the permit or license is revoked.~~

605.140. **INTERFERENCE.** No person shall interfere with, hinder, or molest any agent of the City Council in the performance of any duty of such agent, or seek to release any animal in the custody of the City Council or its agents, except as herein provided.

605.150. **RECORDS.**

1. It shall be the duty of the Animal Control Officer to keep, or cause to be kept, accurate and detailed records of the licensing, impoundment and disposition of all animals coming into his custody.

2. It shall be the duty of the Animal Control Officer to keep, or cause to be kept, accurate and detailed records of all bite cases reported to him, and his investigation reports of these cases, and of all reports of alleged violations and actions taken thereon.

605.160. **ENFORCEMENT.** The provisions of this Code shall be enforced by the Animal Control Officer, City Police Officers, Deputy Sheriffs of Washington County or any other person or persons designated by the City Council.

605.170. **PENALTIES FOR VIOLATION.** Any person violating any of the provisions of this Code shall be judged guilty of a misdemeanor.

EFFECTIVE DATE: This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by M.S. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of M.S. § 331A.01, subd. 10, as it may be amended from time to time.

Adopted by the City of Birchwood Village City Council this 12th day of February, 2019

Attest:

Mary Wingfield
Mayor

Tobin Lay
City Administrator-Clerk

ORDINANCE 2019-01-01

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

AN ORDINANCE AMENDING PUBLIC LAKE TRACTS PROVISIONS IN CITY CODE

The City Council of the City of Birchwood Village hereby ordains that Chapter 617 (Public Lake Tracts) of the Municipal Code of the City of Birchwood Village is hereby amended as follows:

SECTION 617. PUBLIC LAKE TRACTS

617.150 **PURPOSE:** The purpose of Chapter 617 is to maintain and improve the Public Lake Tracts in a manner that promotes the following objectives:

- (1) Ensure the availability of proper facilities to serve all residents. In development of its facilities, Birchwood shall strive to maintain a balance of suitable recreational activities for all persons within the municipality.
- (2) Strive to improve the Public Lake Tracts and their use and availability to all residents of Birchwood, and the fair and equitable use of docks installed thereon.
- (3) Upgrade the Public Lake Tracts, as necessary, to ensure the health, safety and general well being of the residents with respect to the use and enjoyment of those facilities.
- (4) Provide for multiple uses in keeping with the character and physical layout of each Public Lake Tract and the residential character of the neighborhood.
- (5) Ensure that access to those tracts for any reason other than recreation should be controlled and regulated to ensure that such use is responsible and preserves the status quo.

617.160 NON-RECREATION REGULATIONS:

617.165 License Required.

- (1) When a resident seeks to gain access to their lot from a public tract for the purposes of maintenance of their property a public lake tract for a private purpose, a Limited License from the City for that purpose, describing the purpose for said access, is required.

617.170 Application.

- (1) The application for said License shall include the necessity for said access, description of the work contemplated and be limited to that purpose. The application shall also state the dates and times that said activity shall occur, and

include the contract for services (if applicable) and provide an insurance binder in the event of damage to the public tract in the process of execution of the activity involved.

617.175 **Escrow.**

- (1) In the case of a home-owner who seeks to personally conduct the activity on their property, the City shall require a reasonable escrow based on the activity contemplated in the License. Said escrow shall be based on the reasonable estimate of the administrator or building inspector for the activity contemplated, and possible liability, and paid prior to issuance of the license. The escrow shall be refunded if no damage is observed once the licensed activity is concluded. If, in the opinion of the administrator or the building inspector, there is no opportunity for damages to the public tract in excess of \$250.00, no escrow shall be required from the homeowner or their contractor.

617.180 **Process.**

- (1) Upon application, proof of insurance, and payment of escrow (if applicable) the City Administrator shall issue a Limited License for the duration requested and ensure that access to the public tract is had by the license holder for the activity contemplated. At the discretion of the Administrator the key to gain access to the tract may be signed-out to the licensee as well.

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 12th day of February, 2019

Attest:

Mary Wingfield
Mayor

Tobin Lay
City Administrator-Clerk

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Kayak Rack Reservation Fee Increase

Dear Mayor and Council Members,

In December the Parks and Natural Resources Committee recommended the City Council increase kayak rack reservation fees to \$30. The Council seemed to support this recommendation but staff requested the topic be tabled until it could be confirmed that the WBLCD did not have a related fee for the City that should be considered during the discussion.

Last month (Jan), staff informed Council that WBLCD does not have a fee for Cities for boat storage. Staff advised Council that discussion on this topic can be resumed. The Council directed staff to post notice that the topic would be discussed and voted on at tonight's meeting (Feb). Notice was posted accordingly.

Request/Recommendation

Staff requests Council:

- 1) Resume discussion regarding the Parks Committee recommendation to increase kayak rack fees;
and
- 2) Approve an increase.

Regards,
Tobin Lay

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Paul Carroll, City Treasurer/Deputy Clerk
SUBJECT: Lift Station #2 Damage Update

Dear Mayor & City Council Members:

Lift Station #2 located along Wildwood Park was hit by a vehicle between January 30th and 31st. At this time, we do not know who is responsible, however, the damages have been identified by our partners at White Bear Township. The Washington County Sheriff, White Bear Township and our insurance providers have all been contacted. At this time we await the repair estimate numbers from White Bear Township.

The damage is superficial, however, the fact that outside air and moisture can now penetrate the inside of the lift station is a cause for concern as it may impact the electrical components inside over time. Dale Reed and Pete Tholen at White Bear Township are aware of this and are working on an estimate alongside of their own recent repair and maintenance schedule.

Request/Recommendation

Staff requests Council:

- Review and discuss the information and incident status provided; and
- Approve the upcoming expenses for repairs to the damage done to Lift Station #2.

Thanks!

Regards,
Paul Carroll

Tobin:

I should have notified you earlier that the "manhole" opening for the lift station at Wildwood and Owl was hit by a car sometime overnight on Wed-Thurs Jan 30-31.

There is some damage to the cover/door and perhaps to the casing. However, the system must be working OK. It is only lucky that this happened with a snow bank to slow the vehicle somewhat. The large rock that was intentionally placed to shield the facility absorbed much of the shock. I assume that City insurance will cover the costs. However, it may be worthwhile for you to call the Sheriff's department to see if any mishap was reported that night, so that a culprit could pay. I am sure that the vehicle would have required some towing to get out. A forensic traffic accident expert could probably identify the vehicle type through broken pieces scattered about. Some shrubbery also is ruined.

Previously I pointed out the unfortunate and potentially hazardous location of the gas pipes and meter for the emergency power generator for the lift station, and some minor improvements were made. But a speeding summer time vehicle veering more to the left could hit the gas pipes by the generator.

In times past we used to have neighborhood meetings in the middle of the night in response to various crashes at this location. One car hit the shielding rock and flew completely over it and the manhole unit with the car landing on its roof. With tighter windows in our house and perhaps sounder sleeping we probably don't awake to as many incidents as before.

Bryan

