



AGENDA OF THE REGULAR MEETING
OF THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
November 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. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

ADMINISTRATIVE PRESENTATION

- A. Sheriff Report* (p. 3)
- B. GWBLCF Grant* (pp. 5-6)
- C. Lead Notification* (p. 7)

CITY BUSINESS – CONSENT AGENDA

- A. Approve Regular Meeting Minutes from October 8, 2019* (pp. 9-14)
- B. Approve Treasurer’s Report* (pp. 15-26)
- C. Resolution 2019-27 – Suspending Section 609.020 Hunting* (p. 27)
- D. Approve Peterson Companies Pay Application 1 – Lift Station 1 Project* (pp. 29-32)

CITY BUSINESS – REGULAR AGENDA

- A. City Project No. 2019-1 – Lake Ave Mill, Overlay & Drainage* (pp. 33-46)
 - a. Review Proposed Assessment Roll
 - b. Approve Resolution 2019-26 – Declaring Cost to be Assessed and Hearing on Proposed Assessment
 - c. Schedule Assessment Hearing

Time Budget: 10 Minutes
- B. City Engineer Report
 - a. Lift Station #1 Update

Time Budget: 10 Minutes

* Denotes items that have supporting documentation provided

- C. Assessor Search* (pp.) 47-81
 - a. Review Second Candidate
 - b. Council Deliberation and Selection

Time Budget: 15 Minutes
- D. Second Reading Resolution 2019-24 – Water Utility Surcharge* (pp.) 83
 - a. Public Hearing
 - b. Approve Resolution 2019-24 – Water Utility Surcharge

Time Budget: 10 Minutes
- E. Second Reading Ordinance 2019-03-01, Permit Requirements and Standards (Road Escrow)* (pp.) 85-92
 - a. Public Hearing
 - b. Council Deliberation and Approval
 - c. Approve Resolution 2019-09, Summary Publication

Time Budget: 10 Minutes
- F. First Reading Ordinance 2019-04-01, Amending Permit Requirements (203)* (pp.) 93-103
 - a. Approve First Reading
 - b. Order Public Hearing and Second Reading

Time Budget: 5 Minutes
- G. Lake Links Trail Update
 - a. Route Consideration (Lake Ave or Wildwood Ave)
 - b. Discuss Survey Feedback
 - c. Council Request for Money

Time Budget: 20 Minutes
- H. Council Member Reports:
 - a. Mayor Wingfield
 - i. Mailboxes
 - b. Councilmember Aakre
 - i. Exterior Storage
- I. City Administrator’s Report
 - a. Ice Rink Operations
 - b. Lakewood Ln. Snow Removal

Time Budget: 10 Minutes

ADJOURN

* Denotes items that have supporting documentation provided

MEMORANDUM



Birchwood Village

TO: Birchwood City Council
FROM: Tobin Lay, City Administrator
SUBJECT: Sheriff Report

Dear Mayor & City Council Members:

Below is a reporting of law enforcement incidents and citations for October 2019.

Citations for: Birchwood

10/1/2019 To 10/31/2019

Table with 15 columns: Agcy, Date, Citation Number, Badge, Officer Name, Citation Type, Block, Street Name, Str Sfx, Cross Street Name, Cross St Sfx, City, Literal Description, Statute. It contains two rows of citation data for WCSO on 10/17/2019.

Incident Summary Report PUBLIC

From:10/1/2019 12:00:00 AM To:10/31/2019 11:59:59 PM

WASHINGTON COUNTY SHERIFFS OFFICE



Table with 4 columns: Date/Time, Citation Number, Location, and Description. It lists various incidents in Birchwood from 10/2/2019 to 10/31/2019.

Tobin Lay

From: jackier@greaterwblfoundation.org on behalf of Jackie Reis
<jackier@greaterwblfoundation.org>
Sent: Friday, October 25, 2019 12:51 PM
To: BVInfoEmail
Subject: GWBLCF | Grant Award

Caution: This email originated outside our organization; please use caution.

Dear Tobin,

Congratulations! The Greater White Bear Lake Community Foundation Board of Directors has approved a grant of \$2,000 towards the city's project to add a 3-season multi-surface material in Tighe-Schmitz Park. This grant is contingent on Birchwood Village raising all funds needed to complete the project. I will be sending you an award letter and grant agreement in two to three weeks that will include the grant period starting and ending dates and final reporting requirements.

We invite you to attend the Foundation's annual event on Monday, **December 2**, from 5:30-7:00 PM at the White Bear Country Inn. We will be introducing all of our grantees and presenting award checks during that time. If your organization needs the check before that time, please let me know.

In preparation for the event, I would appreciate your sending me an electronic copy of your logo (hi! gh resolution jpg or eps file) together with a photo that illustrates the project for which you are receiving funding. These will be used in a slide show at the event. (Please be sure to obtain releases from any individuals, particularly children, in the photo.) It would be helpful if you could send these to me no later than **November 15**.

We appreciate your letting us know about your program and wish you success. Our thanks for all you do for the greater White Bear Lake community!

Jackie

Jackie Reis, Executive Director
Greater White Bear Lake Community Foundation
Inspiring philanthropy. Enriching lives.
www.greaterwblfoundation.org
(651) 408-5412



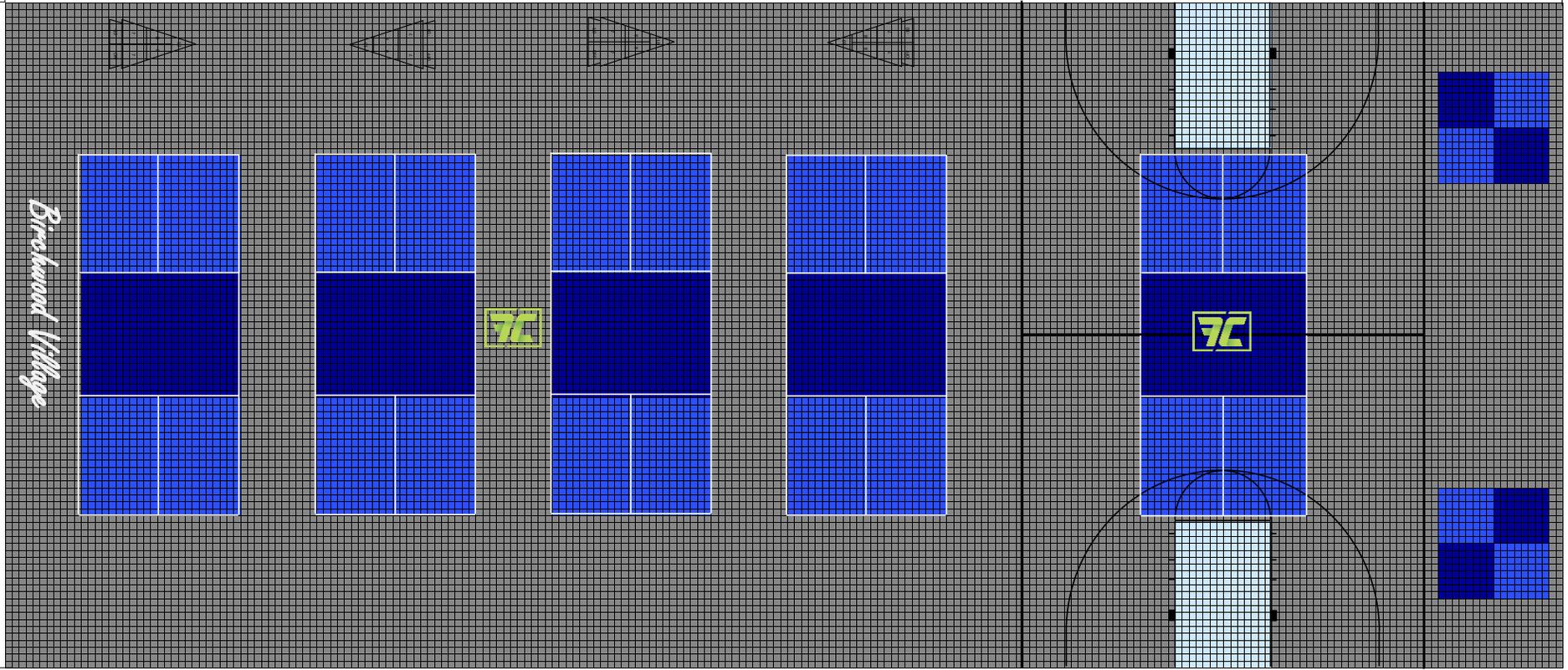
82 x 190 Multi-Game Court by Flex Court
Medium Grey - Royal Blue



225 Tiles

96 Tiles

Brockwood Village



Hartford Green	Forest Green	Navy Blue	Royal Blue	Burgundy Red	Rust Red	Bright Red	Black
Light Blue	Purple	Yellow	Orange	Kiwi	Beige	Graphite	Medium Grey



Official Birchwood Village Email

ANNOUNCEMENTS



Lead Notification to Public

The City received notice this week that lead has been discovered in the drinking water in White Bear Lake. Because the City buys its water from White Bear Lake, we are notifying you as well. Lead was found in the water at only 4 out of 30 homes tested within the City of White Bear Lake and in each case it was determined that the source of the lead was the plumbing in that specific house. Accordingly, there is no reason to be concerned about your water. In fact, Birchwood also tests the water from our end as well and our recent water samples were found to be in compliance with Safe Drinking Water Rules by the Minnesota Department of Health.

If your home was constructed before 1986, your plumbing may still contain lead, which can elevate lead levels in your tap water.

Check the Public Notices page on the City website to learn more about the notice from White Bear Lake or what to do if you suspect lead in your home's plumbing.

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

MINUTES

MEMBERS PRESENT: Mayor Mary Wingfield; Council Members: Kevin Woolstencroft, Randy LaFoy, and Jessi Aakre.

MEMBERS ABSENT: Council Member Jonathan Fleck

STAFF PRESENT: Tobin Lay, City Administrator; Alan Kantrud, City Attorney; Steve Thatcher, City Engineer.

OTHERS PRESENT: Mary Hauser (616 Hall Ave), Sue & Bob Pavsek (612 Hall Ave), Mary & Peter Haupt (520 Hall Ave), Sandra & David Buerkle (529 Lake Ave), Bob & Cathy Byerly (618 Hall Ave), Ken Vandermeer (461 Lake Drive), J.P. Walle (East County Line Road), Mary Cahill (165 Birchwood Ave), Justin McCarthy (515 Lake Ave), Robert & Diane Landberry (531 Hall), Susan & Larry Mahoney (479 Lake Ave), Karen Treshouski (461 Lake Ave),

Mayor Wingfield called the regular meeting to order at 7:00pm. The pledge of allegiance was recited.

AGENDA APPROVAL

- A. MOTION WAS MADE BY COUNCIL MEMBER AAKRE TO ADJUST TIME BUDGET FOR REGULAR AGENDA ITEM A, MAYOR WINGFIELD OFFERED ADJUSTMENT TO 30 MINUTES**
- B. MOTION WAS MADE BY COUNCIL MEMBER WOOLSTENCROFT AND SECONDED BY COUNCIL MEMBER AAKRE TO APPROVE THE AGENDA AS AMENDED. ALL AYES. MOTION PASSED.**

OPEN PUBLIC FORUM

- A. No public comments made.

ANNOUNCEMENTS

- A. A set of keys was found near Cedar & Oakridge Dr. Check City Hall lost and found.
- B. 2019 Elections for ISD 624 School Board– Tues Nov 5 at City Hall, 7:00am-8:00pm.

- C. Fall Leaf Pickup – Mondays Oct 28 & Nov 11. See City’s event webpage for details.
- D. We are social, follow us on Facebook at @BirchwoodCityHall or Twitter at @CityofBirchwood

CONSENT AGENDA

- A. Approve Regular Meeting Minutes from September 10th, 2019
- ~~B. Authorize City Administrator to Sign MN Historical Grant Agreement~~
- C. Appoint Ryan Hankin to the Utility Committee
- D. Approve Treasurer’s Report

COUNCIL MEMBER LAFOY REQUESTED TO PULL CONSENT AGENDA ITEM B TO DISCUSS INDIVIDUALLY. MOTION WAS MADE BY COUNCIL MEMBER AAKRE AND SECONDED BY COUNCIL MEMBER LAFOY TO APPROVE THE CONSENT AGENDA AS AMENDED. ALL AYES. MOTION PASSED.

CITY BUSINESS – REGULAR AGENDA

- A. City Project No. 2019-1 – Lake Ave Mill, Overlay & Drainage
 - a. Public Hearing on Improvement
 - i. **Justin McCarthy (515 Lake): Raised concerns on assessment process.**
 - ii. **Robert Davidson (425 Lake Ave): Raised concern on fairness of special assessment.**
 - iii. **Larry Mahoney (479 Lake Ave): Raised concern on the use of assessment to pay for the project.**
 - iv. **Mayor Wingfield and City Attorney Kantrud provided explanation on history of assessment process.**
 - v. **Tom McKeown (441 Lake Ave): Raised concern of process approving project before assessment vs general fund debate was concluded.**

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER AAKRE TO CLOSE PUBLIC HEARING ON AGENDA ITEM A. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY COUCNILMEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO ADD 10 MINUTES TO AGENDA ITEM A. ALL AYES. MOTION PASSED.

City Council Members: Discussed amending Resolution 2019-25 clause 4 to read “if assessed...”.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCIL MEMBER LAFOY TO APROVE RESOLUTION 2019-25 – ASSESSMENT COST AND PRERPARATION AS AMENDED. ALL AYES. MOTION PASSED.

- b. Review & Approve Bids
- c. Approve the Release of Special Benefits Report (Appraisal)

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER AAKRE TO APPROVE THE RELEASE OF SPECIAL BENEFITS REPORT. ALL AYES. MOTION PASSED.

- d. Approve Resolution 2019-25 – Assessment Cost and Preparation
- e. Jay Street Extension
 - i. **City Administrator Lay:** Informed the Council of an opportunity to put a path on the Jay Street right-of-way because the abutting property is for sale.

MOTION WAS MADE BY COUNCIL MEMBER AAKRE AND SECONDED BY COUNCIL MEMBER LAFOY TO APPROVE THE PLACEMENT OF A PATHWAY ON THE JAY STREET RIGHT-OF-WAY BETWEEN IRIS STREET AND WILDWOOD AVENUE AND TO AUTHORIZE UP TO \$600 TO SURVEY THE RIGHT-OF-WAY TO LOCATE PROPERTY PINS. ALL AYES. MOTION PASSED.

- B. City Engineer Report
 - a. Lift Station #1 Update
 - i. **City Engineer Thatcher:** Updated the Council on the project.
- C. Water Meter Upgrades & Water Surcharge
 - a. Review and Approve RFP
 - i. **City Engineer Thatcher:** Updated the Council on the project.
 - b. Approve Publication of RFP for Solicitation of Bids

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCIL MEMBER LAFOY TO APPROVE PUBLICATION OF RFP FOR SOLICITATION OF BIDS TO BE POSTED EXPEDITIOUSLY. ALL AYES. MOTION PASSED.

- c. Approve First Reading Resolution 2019-24

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER AAKRE TO APPROVE FIRST READING OF RESOLUTION 2019-24. ALL AYES. MOTION PASSED.

- d. Schedule Public Hearing

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCIL MEMBER AAKRE TO SCHEDULE A PUBLIC HEARING FOR NOVEMBER 12 2019 REGARDING WATER METER UPGRADES OR DECEMBER 10 2019 IF MORE TIME IS NEEDED. ALL AYES. MOTION PASSED.

- D. Assessor Search
 - a. Council Deliberation and Approval
 - i. **Chase Pellequin (Assessor Candidate):** Absent
 - ii. **Patrick Poshek (Assessor Candidate):** Introduced himself and answered questions from the Council.

MAYOR WINGFIELD DIRECTED CITY ADMINISTRATOR LAY TO CONDUCT A REFERENCE CHECK ON PATRICK POSHEK.

- b. Approve Resolution 2019-23 – Terminate Agreement for Assessment Services

MOTION WAS MADE BY COUNCIL MEMBER AAKRE AND SECONDED BY COUNCIL MEMBER LAFOY TO APPROVE RESOLUTION 2019-23 – TERMINATE AGREEMENT FOR ASSESSMENT SERVICES WITH WASHINGTON COUNTY. AYES: COUNCIL MEMBERS

AAKRE & LAFOY, MAYOR WINGFIELD. NAYES: NONE. ABSTAIN: COUNCIL MEMBER WOOLSTENCROFT. MOTION PASSED.

- E. Parks Committee Recommendation – Deer Management
 - a. Council Deliberation and Approval
 - i. **Houstoun Clinch (Parks Committee Chair):** Committee recommends approving contract with MBRB to remove 6-10 deer during two bow hunts to be held November 1-3 and 22-24. Committee also recommending an aerial survey be conducted with the City of Mahtomedi.

Mayor Wingfield: Suggested removing the requirement to test for Chronic Wasting Disease and approving a limit up to 10 deer.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCIL MEMBER LAFOY TO APPROVE PARKS COMMITTEE RECOMMENDATION ON DEER MANAGEMENT AS AMMENDED. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCIL MEMBER LAFOY TO SUSPEND CITY ORDINANCE 609.020, THAT PROHIBITS HUNTING WITHIN THE CITY, FOR CITY AUTHORIZED HUNTERS WITHIN THE DESIGNATED HUNT ZONE BETWEEN 11/01/19 – 11/03/19 AND 11/22/19 – 11/24/19 WITH A RESOLUTION TO THE SAME TO BE APPROVED AS PART OF THE CONSENT AGENDA IN NOVEMBER. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY COUNCIL MEMBER AAKRE AND SECONDED BY COUNCIL MEMBER LAFOY TO AUTHORIZE THE CONTRACT WITH THE METRO BOWHUNTERS RESOURCE BASE WITH CITY ADMINISTATOR LAY AS THE LIASON. ALL AYES. MOTION PASSED.

- F. Birchwood Dock Association (BDA) Dock Permit Application Review
 - a. Review and approve BDA’s annual dock permit application – authorize BDA to apply for dock permits
 - b. Review and approve 2020 Dock Management Contract

MOTION WAS MADE BY COUNCIL MEMBER AAKRE AND SECONDED BY COUNCIL MEMBER LAFOY TO APPROVE 2020 DOCK MANAGEMENT CONTRACT. ALL AYES. MOTION PASSED.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER AAKRE TO APPROVE BIRCHWOOD DOCK ASSOCIATION’S ANNUAL DOCK PERMIT APPLICATION TO BE AUTHORIZED TO APPLY FOR DOCK PERMITS WITH THE WHITE BEAR LAKE CONSERVATION DISTRICT. ALL AYES. MOTION PASSED.

- G. Move Hall Avenue Mailboxes
 - a. Public Discussion
 - i. **Mary Hauser (616 Hall Ave):** Expressed concern with moving mailboxes.
 - ii. **Bob Byerly (618 Hall Ave):** Asked Council about cost of moving mailboxes.
 - iii. **Bob Pavek (612 Hall Ave):** Expressed belief the moving mailboxes back would be better solution.
 - b. Council Deliberation and Approval

Mayor & City Council: Directed Administrator Lay to research USPS mailbox requirements.

- H. Second Reading Ordinance 2019-08-01, Section 617 Amendments
 - a. Public Hearing

MAYOR WINGFIELD OPENED PUBLIC HEARING.

No public comments made.

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

- b. Approve Second Reading

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER AAKRE TO APPROVE SECOND READING. ALL AYES. MOTION PASSED.

- I. Second Reading Ordinance 2019-08-02, Section 201 Amendments
 - a. Public Hearing

MAYOR WINGFIELD OPENED PUBLIC HEARING.

No public comments made

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

- b. Approve Second Reading and adoption of Ordinance 2019-08-02

MOTION WAS MADE BY COUNCIL MEMBER AAKRE AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO APPROVE SECOND READING AND ADOPT ORDINANCE 2019-08-02, SECTION 201 AMENDMENT. ALL AYES. MOTION PASSED.

- J. Council Member Reports
 - a. Mayor Wingfield
 - i. **Mayor Wingfield:** Provided updates to the following and struck item #4:
 1. East County Line Road Update
 2. Birchwood Avenue No Parking Signs
 3. Float Place Nuisance on White Bear Lake
 4. ~~Birchwood Avenue East Move Garbage Cans to Other Side~~

- K. City Administrator's Report
 - a. **City Administrator Lay:** Provided Council updates on the following:
 - i. Ice Rink upgrade update – LED Lights
 - ii. Abatement order update – Tighe-Schmitz Park
 - iii. Sentence-to-Serve update

- L. Pulled Consent Agenda Item B; Authorize City Administrator to Sign MN Historical Grant Agreement
 - a. Council Member LaFoy requested that copy of the application be obtained and kept.

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER WOOLSTENCROFT TO AUTHORIZE CITY ADMINISTRATOR LAY TO SIGN THE MINNESOTA HISTORICAL GRANT AGREEMENT. ALL AYES. MOTION PASSED.

ADJOURN

MOTION WAS MADE BY COUNCIL MEMBER LAFOY AND SECONDED BY COUNCIL MEMBER AAKRE TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 9:23 PM.

ATTEST:

Mary Wingfield, Mayor

Tobin Lay, City Administrator - Clerk

For the Period : 10/8/2019 To 11/8/2019

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$443,461.24	\$267.95	\$96,578.33	\$347,150.86
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00
Comp Plan Grant	(\$4,040.00)	\$0.00	\$0.00	(\$4,040.00)
Tree Canopy Care	\$0.00	\$0.00	\$0.00	\$0.00
Special Rev Projects	\$20,583.33	\$0.00	\$28.54	\$20,554.79
Spec Rev - Warm House	\$40.00	\$0.00	\$0.00	\$40.00
REIMBURSED CONTRACTED SERVICES	(\$7,285.26)	\$0.00	\$0.00	(\$7,285.26)
General Debt Service (Identify) (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Birchwood In Re-hab Bond	(\$25,181.54)	\$0.00	\$0.00	(\$25,181.54)
Sewer Re-hab Debt	\$25,587.91	\$0.00	\$0.00	\$25,587.91
CAPITAL PROJECT FUNDS (401 through 499)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Improvement Projects	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid Streets - Construction (Inactive)	\$0.00	\$0.00	\$0.00	\$0.00
Capital Project PW	\$66,233.91	\$0.00	\$0.00	\$66,233.91
Water	\$45,608.58	\$0.00	\$12,302.59	\$33,305.99
Sewer	\$79,669.85	\$0.00	\$19,338.64	\$60,331.21
Transit System	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$644,678.02	\$267.95	\$128,248.10	\$516,697.87

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<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>
10/11/2019	Payroll Period Ending 10/11/2019	30708	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,867.60
	Total For Check	30708					\$ 1,867.60
10/11/2019	Payroll Period Ending 10/11/2019	30709	Administrator - Insurance	N	Clerk - Treasurer	100-41401-100-	\$ 426.84
	Total For Check	30709					\$ 426.84
10/11/2019	Payroll Period Ending 10/11/2019	30710	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 151.79
	Total For Check	30710					\$ 151.79
10/11/2019	WBL Conservation District	30711	Kay Beach Permit Fee - 2019	N	Water Resources	100-46101-437-	\$ 60.00
	Total For Check	30711					\$ 60.00
10/11/2019	WBL Conservation District	30712	Kay Beach Buoy Fee - 2019	N	Water Resources	100-46101-437-	\$ 60.00
	Total For Check	30712					\$ 60.00
10/11/2019	Washington County Sheriff	30713*	Police Services: Jan - Jun 2019	N	Police	100-42101-314-	\$ 28,774.92
	Total For Check	30713					\$ 28,774.92
10/11/2019	IRS - US Treasury	EFT101119A	Federal Taxes - Q3 2019 - September Payment	N	Clerk - Treasurer	100-41401-100-	\$ 456.68
		EFT101119A				100-41401-100-	\$ 937.34
		EFT101119A				100-41401-100-	\$ 219.22
	Total For Check	EFT101119A					\$ 1,613.24
10/11/2019	PERA	EFT101119B*	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
	Total For Check	EFT101119B					\$ 358.06
10/11/2019	PERA	EFT101119C*	Employee Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 25.37
	Total For Check	EFT101119C					\$ 25.37
10/16/2019	IRS - US Treasury	EFT101619A	Federal Taxes - Q3 2019 - July Payment	N	Clerk - Treasurer	100-41401-100-	\$ 1,017.74
		EFT101619A				100-41401-100-	\$ 238.02
		EFT101619A				100-41401-100-	\$ 461.15
	Total For Check	EFT101619A					\$ 1,716.91
10/16/2019	MN Department of Revenue	EFT101619B*	MN State Tax eFiling - Q3 2019	N	Clerk - Treasurer	100-41401-115-	\$ 1,141.05

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<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>
		Total For Check	EFT101619B				\$ 1,141.05
10/23/2019	Metropolitan Area Management Assoc.	30714	Training - Sep 2019	N	City Training and Development	100-41914-310-	\$ 25.00
		Total For Check	30714				\$ 25.00
10/23/2019	LMCIT	30715*	Worker's Comp Premium 6/17-6/29	N	City Insurance	100-41945-150-	\$ 1,117.00
		Total For Check	30715				\$ 1,117.00
10/25/2019	Payroll Period Ending 10/25/2019	30716	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,867.60
		Total For Check	30716				\$ 1,867.60
10/25/2019	Payroll Period Ending 10/25/2019	30717	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 83.92
		Total For Check	30717				\$ 83.92
10/25/2019	PERA	EFT102519A*	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
		Total For Check	EFT102519A				\$ 358.06
10/25/2019	PERA	EFT102519B*	Employee Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 13.68
		Total For Check	EFT102519B				\$ 13.68
10/28/2019	Brunstad, Tony & Payton	30718*	Refund - Utility Bill Overpayment	N	Accounting	100-41530-810-	\$ 37.02
		Total For Check	30718				\$ 37.02
10/28/2019	Rubbelke, John	30719*	Refund - Utility Bill Overpayment	N	Accounting	100-41530-810-	\$ 2.86
		Total For Check	30719				\$ 2.86
10/28/2019	Ruehle, Eugene	30720*	Refund - Utility Bill Overpayment	N	Accounting	100-41530-810-	\$ 20.17
		Total For Check	30720				\$ 20.17
10/28/2019	Egan, Kristen	30721*	Refund - Utility Bill Overpayment	N	Accounting	100-41530-810-	\$ 197.89
		Total For Check	30721				\$ 197.89
10/28/2019	Pehoski, Anthony & Julie	30722*	Refund - Utility Bill Overpayment	N	Accounting	100-41530-810-	\$ 3.60

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<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>
		Total For Check	30722				\$ 3.60
11/04/2019	Payroll Period Ending 11/04/2019	30723	Maintenance - Jim Rydeen	N	Parks	100-45207-100-	\$ 1,761.86
		Total For Check	30723				\$ 1,761.86
11/07/2019	Press Publications	30724*	Legal Notice Publications - October 2019	N	Ordinances and Proceedings	100-41130-351-	\$ 39.06
		Total For Check	30724				\$ 39.06
11/07/2019	City of Roseville	30725*	IT Support - Oct & Nov 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 404.00
		30725*				100-41940-320-	\$ 404.00
		Total For Check	30725				\$ 808.00
11/07/2019	City of Roseville	30726*	IT Equipment Charges 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 51.00
		30726*				100-41940-320-	\$ 277.00
		30726*				100-41940-320-	\$ 93.00
		Total For Check	30726				\$ 421.00
11/07/2019	Thatcher Engineering, Inc	30727*	City Engineering Services - Sewer Lift Station, Water Meter Replacement & Lake Ave project	N	Unallocated Expenditures	100-49201-430-	\$ 4,972.50
		30727*				100-49201-430-	\$ 637.50
		30727*				100-49201-430-	\$ 4,080.00
		Total For Check	30727				\$ 9,690.00
11/07/2019	USS Minnesota One MT LLC	30728*	Energy Charges - Sep 2019	N	General Government Buildings and Plant	100-41940-380-	\$ 99.70
		30728*			Sewer Utility	605-43190-380-	\$ 56.98
		30728*				605-43190-380-	\$ 413.05
		30728*				605-43190-380-	\$ 199.40
		Total For Check	30728				\$ 769.13
11/07/2019	City of White Bear Lake	30729*	Water Billing - 06/25/2019 - 09/27/2019	N	Water Utility	601-43180-314-	\$ 12,302.59
		Total For Check	30729				\$ 12,302.59
11/07/2019	White Bear Township	30730	Sewer Line Install + Lift Station Repair + General Repair	N	Sewer Utility	605-43190-314-	\$ 1,406.25
		30730				605-43190-314-	\$ 7,535.15
		30730				605-43190-314-	\$ 3,456.29
		30730				605-43190-314-	\$ 1,019.80

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<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>
	Total For Check	30730					\$ 13,417.49
11/07/2019	Office Depot	30731*	Office Supplies	N	Office Operations Supplies	100-41911-200-	\$ 29.67
		30731*				100-41911-200-	\$ 85.79
	Total For Check	30731					\$ 115.46
11/07/2019	Tennis Sanitation, LLC	30732*	Recycling for Service Period: Sep - Oct 2019	N	Recycle	100-43300-314-	\$ 2,024.00
	Total For Check	30732					\$ 2,024.00
11/07/2019	AirFresh Industries, Inc.	30733*	Portable Restroom Rental (2)	N	Parks	100-45207-314-	\$ 81.25
		30733*				100-45207-314-	\$ 81.25
	Total For Check	30733					\$ 162.50
11/07/2019	MENARD'S - OAKDALE	30734*	Maintenance Supplies	N	Parks	100-45207-400-	\$ 13.78
		30734*				210-45207-210-	\$ 17.98
		30734*				210-45207-210-	\$ 10.56
	Total For Check	30734					\$ 42.32
11/07/2019	Oakdale Rental	30735*	Trailer Rental x 3	N	Parks	100-45207-314-	\$ 41.04
		30735*				100-45207-314-	\$ 41.04
		30735*				100-45207-314-	\$ 41.04
	Total For Check	30735					\$ 123.12
11/07/2019	Leeves, Robert	30736*	Videographer - Oct 2019	N	Cable Eqpmt and Service	100-41950-314-	\$ 78.38
	Total For Check	30736					\$ 78.38
11/07/2019	Companion Animal Control LLC	30737	Animal Control Services - Sep 2019	N	Animal Control	100-41916-314-	\$ 80.00
	Total For Check	30737					\$ 80.00
11/07/2019	TSE, Inc. Work Account	30738*	Janitorial Services - 2nd Half of Sep & Oct 2019	N	General Government Buildings and Plant	100-41940-314-	\$ 28.13
		30738*				100-41940-314-	\$ 25.00
		30738*				100-41940-314-	\$ 28.13
	Total For Check	30738					\$ 81.26
11/07/2019	Metropolitan Council - Env. Service	30739*	Wastewater Service - Nov 2019	N	Sewer Utility	605-43190-217-	\$ 4,812.53
	Total For Check	30739					\$ 4,812.53
11/07/2019	Gopher State One Call	30740*	Billable Tickets (19) - Oct 2019	N	Utility Locates	605-42805-314-	\$ 25.65
	Total For Check	30740					\$ 25.65

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<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>
11/07/2019	Peterson Companies, Inc.	30741*	Emergency Lift Station Bypass	N	Unallocated Expenditures	100-49201-430-	\$ 30,960.50
	Total For Check	30741					\$ 30,960.50
11/07/2019	Kantrud, Alan	30742*	City Attorney Fees - Oct 2019	N	Legal Services	100-41601-300-	\$ 1,500.00
	Total For Check	30742					\$ 1,500.00
11/07/2019	City of White Bear Lake	30743*	Fire Services - October 2019	N	Fire	100-42201-314-	\$ 2,030.17
	Total For Check	30743					\$ 2,030.17
11/07/2019	Rydeen, Jim	30744*	Reimbursement - Parks Supplies - Jun - Aug 2019	N	Parks	100-45207-210-	\$ 44.40
		30744*				100-45207-210-	\$ 60.94
		30744*				100-45207-210-	\$ 57.46
	Total For Check	30744					\$ 162.80
11/07/2019	Wingfield, Mary	30745*	Reimbursement - Stamps	N	Postage/Postal Permits	605-41430-810-	\$ 385.00
	Total For Check	30745					\$ 385.00
11/07/2019	Steve Dean	30746*	Tree Trimming - 7/01/19 & 10/29/19	N	Parks	100-45207-314-	\$ 100.00
		30746*				100-45207-314-	\$ 150.00
	Total For Check	30746					\$ 250.00
11/07/2019	City of Roseville	30747*	IT Phone Services Oct & Nov 2019	N	General Government Buildings and Plant	100-41940-320-	\$ 63.00
		30747*				100-41940-320-	\$ 63.00
	Total For Check	30747					\$ 126.00
11/07/2019	Payroll Period Ending 11/07/2019	30748	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 244.67
	Total For Check	30748					\$ 244.67
11/07/2019	Payroll Period Ending 11/07/2019	30749	Maintenance - Doug Hough	N	Parks	100-45207-100-	\$ 1,402.57
	Total For Check	30749					\$ 1,402.57
11/07/2019	Xcel Energy	EFT110719A*	Xcel Street Light Bill: 9.03.19 - 10.02.19	N	Street Lighting	100-43160-380-	\$ 1,201.83
	Total For Check	EFT110719A					\$ 1,201.83
11/07/2019	Xcel Energy	EFT110719B*	Xcel Gas Bill: 9.17.19 - 10.16.19	N	Sewer Utility	605-43190-383-	\$ 28.54
	Total For Check	EFT110719B					\$ 28.54
11/07/2019	MN Department of Labor and 20 Industry	EFT110719C	Building Permit Surcharge - Q3 2019	N	Building Inspections Administration	100-42401-437-	\$ 37.67

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<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>
		Total For Check	EFT110719C				\$ 37.67
11/07/2019	MN Department of Labor and Industry	EFT110719D	Building Permit Surcharge - Q2 2019	N	Building Inspections Administration	100-42401-437-	\$ 8.32
		Total For Check	EFT110719D				\$ 8.32
11/07/2019	PERA	EFT110719E*	Employee Retirement - Jim Rydeen	N	Parks	100-45207-121-	\$ 315.00
		Total For Check	EFT110719E				\$ 315.00
11/07/2019	PERA	EFT110719F*	Employee Retirement - Paul Carroll	N	Clerk - Treasurer	100-41401-121-	\$ 39.89
		Total For Check	EFT110719F				\$ 39.89
11/07/2019	PERA	EFT110819A*	Employee Retirement - Tobin Lay	N	Clerk - Treasurer	100-41401-121-	\$ 358.06
		Total For Check	EFT110819A				\$ 358.06
11/08/2019	Payroll Period Ending 11/08/2019	30750	Administrator	N	Clerk - Treasurer	100-41401-100-	\$ 1,867.60
		Total For Check	30750				\$ 1,867.60
11/08/2019	Payroll Period Ending 11/08/2019	30751	Administrator - Insurane	N	Clerk - Treasurer	100-41401-100-	\$ 426.84
		Total For Check	30751				\$ 426.84
11/08/2019	Payroll Period Ending 11/08/2019	30752	Treasurer - Deputy Clerk	N	Clerk - Treasurer	100-41401-100-	\$ 192.39
		Total For Check	30752				\$ 192.39
11/08/2019	PERA	EFT110819B*	Employee Retirement - Andy Gonyou	N	Clerk - Treasurer	100-41401-121-	\$ 33.32
		Total For Check	EFT110819B				\$ 33.32
Total For Selected Checks							\$ 128,248.10

Fund Name: All Funds

Date Range: 10/08/2019 To 11/08/2019

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
10/14/2019	Aquarius Water Conditioning	171734745*	Permit	(10/23/2019) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 31.50
								\$ 31.50
10/14/2019	MN Management & Budget	171734747	Court Fines September 2019	(10/23/2019) -	N	Court Fines	100-35101-	\$ 35.00
								\$ 35.00
10/15/2019	Jordan, Christopher P.	171734742*	Dog License	(10/23/2019) -	N	Animal Licenses	100-32240-	\$ 30.00
								\$ 30.00
10/15/2019	Rad, Phillip	171734743*	Permit	(10/23/2019) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 171.45
								\$ 171.45
Total for Selected Receipts								\$ 267.95

As on 11/8/2019

Special Rev Projects

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Dock/Lift Permit Fee	0.00	15,000.00	15,000.00
Total Acct 322	0.00	15,000.00	15,000.00
Total Revenues	0.00	15,000.00	15,000.00
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Recreation			
Miscellaneous: Dues and Subscriptions	0.00	200.00	(200.00)
Community Events	0.00	1,350.00	(1,350.00)
Refunds and Reimbursements	0.00	242.09	(242.09)
Total Acct 451	0.00	1,792.09	(1,792.09)
Parks			
Operating Supplies (211 through 219)	0.00	905.46	(905.46)
Total Acct 452	0.00	905.46	(905.46)
Total Disbursements	0.00	2,697.55	(2,697.55)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		8,252.34	
Total Receipts and Other Financing Sources		15,000.00	
Total Disbursements and Other Financing Uses		2,697.55	
Cash Balance as of 11/08/2019		20,554.79	

As on 11/8/2019

Capital Project PW

	<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		66,233.91	
Total Receipts and Other Financing Sources		0.00	
Total Disbursements and Other Financing Uses		0.00	
Cash Balance as of 11/08/2019		66,233.91	

As on 11/8/2019

Water

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Water Fee	0.00	64,364.77	64,364.77
Penalty - Late Water/Sewer	0.00	449.69	449.69
State and Misc fees	0.00	1,627.50	1,627.50
Total Acct 341	0.00	66,441.96	66,441.96
Water Main Break	0.00	116.86	116.86
Total Acct 349	0.00	116.86	116.86
Delinquent Water/Sewer Fees	0.00	5.86	5.86
Miscellaneous	0.00	33.59	33.59
Total Acct 361	0.00	39.45	39.45
Total Revenues	0.00	66,598.27	66,598.27
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	221.15	(221.15)
Total Acct 414	0.00	221.15	(221.15)
Financial Administration			
Contracted Services	0.00	3,881.10	(3,881.10)
Total Acct 415	0.00	3,881.10	(3,881.10)
Office Operations Supplies			
Operating Supplies (211 through 219)	0.00	219.00	(219.00)
Refunds and Reimbursements	0.00	65.98	(65.98)
Newsletter			
Printing and Binding (351 through 359)	0.00	523.20	(523.20)
Total Acct 419	0.00	808.18	(808.18)
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	54,813.72	(54,813.72)
Fees	0.00	12,440.59	(12,440.59)
Wtr/Swr Emergency			
Repair and Maintenance Supplies (221 through 229)	0.00	245.56	(245.56)
PROFESSIONAL SERVICES (301 through 319)	0.00	290.88	(290.88)
Refunds and Reimbursements	0.00	569.99	(569.99)
Total Acct 431	0.00	70,668.74	(70,668.74)
Total Disbursements	0.00	75,579.17	(75,579.17)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		42,286.89	
Total Receipts and Other Financing Sources		66,598.27	
Total Disbursements and Other Financing Uses		75,579.17	
Cash Balance as of 11/08/2019		33,305.99	

As on 11/8/2019

Sewer

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	0.00	559.25	559.25
State and Misc fees	0.00	0.00	0.00
Sewer Fee	0.00	87,055.36	87,055.36
Total Acct 341	0.00	87,614.61	87,614.61
SPECIAL ASSESSMENTS	0.00	512.30	512.30
Total Acct 361	0.00	512.30	512.30
Total Revenues	0.00	88,126.91	88,126.91
Other Financing Sources:			
Total Other Financing Sources	0.00	0.00	0.00
Disbursements:			
Postage/Postal Permits			
Refunds and Reimbursements	0.00	806.50	(806.50)
Total Acct 414	0.00	806.50	(806.50)
Office Operations Supplies			
Refunds and Reimbursements	0.00	319.00	(319.00)
Newsletter			
Printing and Binding (351 through 359)	0.00	77.60	(77.60)
Total Acct 419	0.00	396.60	(396.60)
Utility Locates			
Contracted Services	0.00	299.75	(299.75)
Total Acct 428	0.00	299.75	(299.75)
Sewer Utility			
Sewer - Wastewater Charge	0.00	48,125.30	(48,125.30)
Contracted Services	0.00	26,284.97	(26,284.97)
Utility Services (381 through 389)	0.00	6,267.50	(6,267.50)
Utility Services: Gas Utilities	0.00	1.93	(1.93)
Total Acct 431	0.00	80,679.70	(80,679.70)
Total Disbursements	0.00	82,182.55	(82,182.55)
Other Financing Uses:			
Total Other Financing Uses	0.00	0.00	0.00
Beginning Cash Balance		54,386.85	
Total Receipts and Other Financing Sources		88,126.91	
Total Disbursements and Other Financing Uses		82,182.55	
Cash Balance as of 11/08/2019		60,331.21	

RESOLUTION 2019-27

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

**A RESOLUTION SUSPENDING CITY ORDINANCE
SECTION 609.020 FOR SPECIAL BOW HUNT**

WHEREAS, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the deer herd in Birchwood Village is estimated to be three (3) times the recommended size by the Minnesota Department of Natural Resources (DNR) for the City; and

WHEREAS, a show-of-hands at a town hall meeting regarding deer management showed overwhelming support from Birchwood Village residents to thin the deer herd in Birchwood Village; and

WHEREAS, the Birchwood Village Parks and Natural Resources Committee recommends thinning the City’s deer herd; and

WHEREAS, the City Council has approved a contract with Metro Bowhunters Resource Base (MBRB) to thin the deer herd in Birchwood Village; and

WHEREAS, City Ordinance Section 609.020 prohibits hunting within the City by any means.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Birchwood Village, Minnesota, as follows:

1. Section 609.020 of the Birchwood Village City Code be suspended between the dates of November 1-3 and 22-24 of 2019 for bow hunters from MBRB authorized by the City.
2. Hunting be confined to designated hunt zone only.

Voting in Favor:
Voting Against:

Resolution duly seconded and passed this 12th day of November, 2019.

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk

Tobin Lay

From: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Sent: Thursday, October 31, 2019 8:44 AM
To: Tobin Lay
Cc: 'Brad Nelson'; John Dreshar
Subject: Birchwood Village - Emergency Lift Station Bypass - Peterson Companies - Pay Application 1
Attachments: 2019-10-22 Pay Application 1 from Peterson Companies - Birchwood Village Emergency Lift Station Bypass.pdf

Caution: This email originated outside our organization; please use caution.

Tobin,

Attached is Peterson Companies, Inc. Pay Application Number 1 dated October 22, 2019 in the amount of \$30,960.50.

Thatcher Engineering recommends that the City of Birchwood Village pay Peterson Companies, Inc. \$30,960.50.

Please let me know if you have any questions.

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

From: Brad Nelson [mailto:bnelson@petersoncompanies.net]
Sent: Tuesday, October 22, 2019 7:28 AM
To: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Cc: John Dreshar <jdreshar@petersoncompanies.net>
Subject: Birchwood Village Pay Application 1

Steve

See attached pay application 1. Let me know if you have any questions.

Thanks,

BRAD NELSON | VICE PRESIDENT OF PROJECT MANAGEMENT
PETERSON COMPANIES, INC. | 8326 WYOMING TRAIL | CHISAGO CITY, MN 55013
(P) 651-257-0301 | (C) 651-248-3349
WWW.PETERSONCOMPANIES.NET

To: City of Birchwood Village
207 Birchwood Avenue
Birchwood, MN 55110-1610

Project: Emergency Lift Station Bypass
2732 South Shore Blvd
White Bear Lake, MN 55110-3920

Application No: 1
Invoice No: 41046
Invoice Date: 10/22/2019
Terms: Net 30
Due Date: 11/21/2019
Period To: 10/31/2019
Project No: 19225F

From: Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013
(651) 257-6864

Original Contract Sum.....353,335.00
Change Orders to Date0.00
Revised Contract Sum.....353,335.00
Completed to Date.....32,590.00
Retainage.....1,629.50
Total Earned less Retainage30,960.50
Previous Billings0.00
Current Payment Due30,960.50



ITEM No.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT COST	CONTRACT COST	PRIOR QUANTITY	PRIOR VALUE	CURRENT QUANTITY	CURRENT VALUE	TOTAL QUANTITY TO DATE	TOTAL VALUE TO DATE	DUE THIS REQUEST
1	Preconstruction Surface Recording	1	LS	800.00	800.00	0	0.00	1	800.00	1	800.00	800.00
2	Preconstruction Pipe Recording	1	LS	2500.00	2,500.00	0	0.00	1	2,500.00	1	2,500.00	2,500.00
3	Traffic Control Plan	1	LS	6000.00	6,000.00	0	0.00	1	6,000.00	1	6,000.00	6,000.00
4	Survey & Stake	1	LS	4000.00	4,000.00	0	0.00	0.5	2,000.00	0.5	2,000.00	2,000.00
5	Saw Cut Bituminous	1	LS	500.00	500.00	0	0.00	1	500.00	1	500.00	500.00
6	Remove Bituminous Pavement	1	LS	63000.00	63,000.00	0	0.00	0.33	20,790.00	0.33	20,790.00	20,790.00
7	8" PVC SDR 35 Sanitary Sewer	247	LF	52.00	12,844.00	0	0.00	0	0.00	0	0.00	0.00
8	8" PVC SDR 26 Sanitary Sewer	124	LF	109.00	13,516.00	0	0.00	0	0.00	0	0.00	0.00
9	Standard Manhole (8' deep)	4	EA	5000.00	20,000.00	0	0.00	0	0.00	0	0.00	0.00
10	Extra Depth Manhole	19	VF	225.00	4,275.00	0	0.00	0	0.00	0	0.00	0.00
11	Connect to existing sanitary	2	EA	5000.00	10,000.00	0	0.00	0	0.00	0	0.00	0.00
12	Testing of newly installed sanitary sewer pipe.	1	LS	2000.00	2,000.00	0	0.00	0	0.00	0	0.00	0.00
13	Clean, Video Tape & Report SS from (A) MH 20A to MH 20E	1	LS	2000.00	2,000.00	0	0.00	0	0.00	0	0.00	0.00
14	Subgrade Prep	1	LS	10000.00	10,000.00	0	0.00	0	0.00	0	0.00	0.00
15	24" Select Granular Borrow - MnDOT Spec 3149	1	LS	31600.00	31,600.00	0	0.00	0	0.00	0	0.00	0.00
16	6" Aggregate Base Class 6	1		13000.00	13,000.00	0	0.00	0	0.00	0	0.00	0.00
17	3" Thick 2360 Type SP 12.5 Bituminous NW (SPNWB430B)	1	LS	33000.00	33,000.00	0	0.00	0	0.00	0	0.00	0.00
18	2" Thick 2360 Type SP 12.5 BW (SPWEB440F) - First Layer	1	LS	32000.00	32,000.00	0	0.00	0	0.00	0	0.00	0.00
19	2" Thick 2360 Type SP 12.5 BW (SPWEB440F) - Second Layer	1	LS	31000.00	31,000.00	0	0.00	0	0.00	0	0.00	0.00
20	Bituminous Tack Coat between Bit - MnDOT Spec 2357	1	LS	3600.00	3,600.00	0	0.00	0	0.00	0	0.00	0.00
21	F and I Bituminous Curb	1	LS	2000.00	2,000.00	0	0.00	0	0.00	0	0.00	0.00
22	Adjust Manholes and Gate Valves	1	LS	5000.00	5,000.00	0	0.00	0	0.00	0	0.00	0.00
23	Furnish and Install (F & I) and Maintain Silt Fence	1	LS	1400.00	1,400.00	0	0.00	0	0.00	0	0.00	0.00

ITEM No.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT COST	CONTRACT COST	PRIOR QUANTITY	PRIOR VALUE	CURRENT QUANTITY	CURRENT VALUE	TOTAL QUANTITY TO DATE	TOTAL VALUE TO DATE	DUE THIS REQUEST
24	F & I and Maintain Erosion Control at Catch Basins	1	LS	1500.00	1,500.00	0	0.00	0	0.00	0	0.00	0.00
25	Remove Silt Fence and Erosion Control at Catch Basins	1	LS	500.00	500.00	0	0.00	0	0.00	0	0.00	0.00
26	Excavate, F & I 4-inch thick insulation over 70 LF of SS	1	LS	1500.00	1,500.00	0	0.00	0	0.00	0	0.00	0.00
27	Manhole 20E (Section 32301 SS Special Conditions)	1	LS	20100.00	20,100.00	0	0.00	0	0.00	0	0.00	0.00
28	Lift Station (Section 32301 SS Special Condition)	1	LS	20200.00	20,200.00	0	0.00	0	0.00	0	0.00	0.00
29	F&I 6" Topsoil and Sod, incl. Sod staking pre MNDOT 2575	1	LS	4000.00	4,000.00	0	0.00	0	0.00	0	0.00	0.00
30	As-Built survey and As-Built plan	1	LS	1500.00	1,500.00	0	0.00	0	0.00	0	0.00	0.00

					353,335.00		0.00		32,590.00		32,590.00	32,590.00
--	--	--	--	--	-------------------	--	-------------	--	------------------	--	------------------	------------------

Tobin Lay

From: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Sent: Tuesday, October 22, 2019 5:33 PM
To: Tobin Lay
Subject: City of Birchwood Village - Lake Avenue Mill and Overlay - Special Assessment
Attachments: 1 Assessment Roll - Werra - Example No 1 - Using 5 Years and 4 Percent Interest.pdf; 1 Assessment Roll - Werra - Example No 2 - Using 10 Years and 4 Percent Interest.pdf; 2019-3-30 Lake Ave Mill and Overlay - Map of Properties Proposed to be Assessed.pdf; 2019-10-22 List of Property Owners Proposed to be Assessed.pdf; 2019-9-25 ResolutionDeclaringCostToBeAssessedandOrderingPreparationofProposed Assessment.docx; 2019-9-25 ResolutionDeclaringCostToBeAssessedandOrderingPreparationofProposed Assessment.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated outside our organization; please use caution.

Tobin,

Attached are the following:

1. Assessment Roll Example #1: This example uses a 5 year payback period and 4.0% interest rate.
2. Assessment Roll Example #2: This example uses a 10 year payback period and 4.0% interest rate.
3. Map of properties proposed to be assessed (this map is from the Feasibility Study dated March 30, 2019).
4. List of property owners proposed to be assessed based on information from Washington County Website that includes the following:
 - a. Property owner’s name.
 - b. Property owner’s address.
 - c. Lot number that matches the lot number on the map of properties proposed to be assessed (Item 3 above).
 - d. Recommended assessment unit for each lot.

If the City decides to Levy the cost of Lake Avenue Mill and Overlay (Project) the following draft schedule is not needed. However, if the City decides to have a Special Assessment (SA) for the Project, a draft schedule is as follows:

1. Tuesday November 12, 2019: City Council considers the following:
 - a. Levy.
 - b. Special Assessment - for the SA the City considers the following:
 - i. Interest rate.
 - ii. Repayment period.
 - iii. Whether or not all the lots on the list should be assessed.
 - iv. If Proposed Assessment is satisfactory, City Council adopts a resolution for Hearing on Proposed Assessment (Assessment Hearing).
2. Thursday November 14, 2019 before 5:00 pm: Email Hearing Notice of Assessment Hearing to White Bear Press (state law requires that the notice be published once).
 - a. Contact information: Evelyn Duvall, Legals Dept., phone (651-407-1253) and email (legals@presspubs.com).
3. Wednesday November 20, 2019: Hearing Notice is published in the White Bear Press.
4. Wednesday November 20, 2019: Hearing Notice is mailed to property owners.

5. Tuesday December 10, 2019: Hearing on Proposed Assessment (Assessment Hearing).
 - a. If Proposed Assessment is satisfactory, City Council approves resolution adopting Assessment.

Also, for the Tuesday November 12, 2019 City Council meeting is a draft “Resolution Declaring Cost To Be Assessed and Ordering Preparation of Proposed Assessment” for 2019 Mill and Overlay of Lake Avenue (City Project No. 2019-1) in PDF and Word formats.

Please let me know if you have any questions.

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

Example #1: Payments Over 5 Years at 4 Percent Interest

P.I.D.#	<u>30.030.21.13.0007</u>	NAME	<u>WERRA, DANNY</u>
		PROPERTY ADDRESS	<u>369 WILDWOOD AVE</u> <u>WHITE BEAR LAKE, MN 55110</u>
Interest Start Date:	<u>February 13, 2020</u>		
Repayment Period:	<u>5 years</u>		
Interest Rate:	<u>4.0%</u>		
Legal Description:	<u>LTS 6-7 BLK 7 TOG WITH EASE SUBDIVISIONNAME LAKEWOOD PARK 1ST DIVISION LOT 6 BLOCK 7 SUBDIVISIONCD 25440</u>		

The amount to be specially assessed against your particular lot, piece, or parcel of land is calculated as follows:

Assessments:	Amount:
a. Lake Avenue Mill and Overlay	\$2,017.24

YEAR	ANNUAL PAYMENT	PRINCIPAL PAYMENT	INTEREST PAYMENT	PRINCIPAL REMAINING
2020				\$2,017.24
2021	\$524.31	\$372.44	\$151.87	\$1,644.80
2022	\$453.13	\$387.33	\$65.79	\$1,257.47
2023	\$453.13	\$402.83	\$50.30	\$854.64
2024	\$453.13	\$418.94	\$34.19	\$435.70
2025	\$453.13	\$435.70	\$17.43	(\$0.00)

\$2,336.82 = Total of Annual Payments

The special assessment principal amount is **\$2,017.24** . Assessment may be prepaid in full to the City of Birchwood within 30 days of adoption of assessment roll (by February 13, 2020 assuming assessment roll is adopted on January 14, 2020) with no accrued interest being charged.

The principal is spread over 5 years at 4.0% interest. After February 13, 2020 but prior to November 15, 2020, the payable amount including interest from February 13, 2020 (or when final assessment roll is adopted) to December 31, 2020 will already be on the tax rolls. The prepayment amount to the City is the balance owing for 2020. (Your tax statement payable 2021 to the County Treasurer will already have the first annual payment amount of **\$524.31** on it.)

Balance owing on assessments may be prepaid at any time (principal remaining column) prior to November 15th of each year. If not prepaid, the annual payment to the right of the year on the payment schedule above will be on your property tax statement. Partial prepayments have not been authorized by City Ordinance. Please call city hall for the amount or for answering your questions - 651-426-3403.

**THE NOTICE AND ASSESSMENT ROLL IS THE ONLY NOTICE THAT WILL BE MAILED.
NO BILL WILL BE SENT.**

T:\Projects\Birchwood Village\Streets\Lake Ave\Assessment Roll\1 Assessment Roll - Werra - Example using 5 years and 4 percent.xlsx]SA

Example #2: Payments Over 10 Years at 4 Percent Interest

P.I.D.#	<u>30.030.21.13.0007</u>	NAME	<u>WERRA, DANNY</u>
		PROPERTY ADDRESS	<u>369 WILDWOOD AVE</u> <u>WHITE BEAR LAKE, MN 55110</u>
Interest Start Date:	<u>February 13, 2020</u>		
Repayment Period:	<u>10 years</u>		
Interest Rate:	<u>4.0%</u>		
Legal Description:	<u>LTS 6-7 BLK 7 TOG WITH EASE SUBDIVISIONNAME LAKEWOOD PARK 1ST DIVISION LOT 6 BLOCK 7 SUBDIVISIONCD 25440</u>		

The amount to be specially assessed against your particular lot, piece, or parcel of land is calculated as follows:

Assessments:	Amount:
a. Lake Avenue Mill and Overlay	\$2,017.24

YEAR	ANNUAL PAYMENT	PRINCIPAL PAYMENT	INTEREST PAYMENT	PRINCIPAL REMAINING
2020				\$2,017.24
2021	\$319.89	\$168.02	\$151.87	\$1,849.22
2022	\$248.71	\$174.74	\$73.97	\$1,674.48
2023	\$248.71	\$181.73	\$66.98	\$1,492.76
2024	\$248.71	\$189.00	\$59.71	\$1,303.76
2025	\$248.71	\$196.56	\$52.15	\$1,107.20
2026	\$248.71	\$204.42	\$44.29	\$902.78
2027	\$248.71	\$212.60	\$36.11	\$690.19
2028	\$248.71	\$221.10	\$27.61	\$469.09
2029	\$248.71	\$229.94	\$18.76	\$239.14
2030	\$248.71	\$239.14	\$9.57	\$0.00

\$2,558.26 = Total of Annual Payments

The special assessment principal amount is **\$2,017.24**. Assessment may be prepaid in full to the City of Birchwood within 30 days of adoption of assessment roll (by February 13, 2020 assuming assessment roll is adopted on January 14, 2020) with no accrued interest being charged.

The principal is spread over 5 years at 4.0% interest. After February 13, 2020 but prior to November 15, 2020, the payable amount including interest from February 13, 2020 (or when final assessment roll is adopted) to December 31, 2020 will already be on the tax rolls. The prepayment amount to the City is the balance owing for 2020. (Your tax statement payable 2021 to the County Treasurer will already have the first annual payment amount of **\$319.89** on it.)

Balance owing on assessments may be prepaid at any time (principal remaining column) prior to November 15th of each year. If not prepaid, the annual payment to the right of the year on the payment schedule above will be on your property tax statement. Partial prepayments have not been authorized by City Ordinance. Please call city hall for the amount or for answering your questions - 651-426-3403.

**THE NOTICE AND ASSESSMENT ROLL IS THE ONLY NOTICE THAT WILL BE MAILED.
NO BILL WILL BE SENT.**

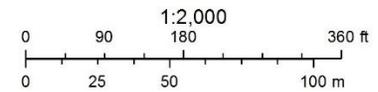
Appendix 2



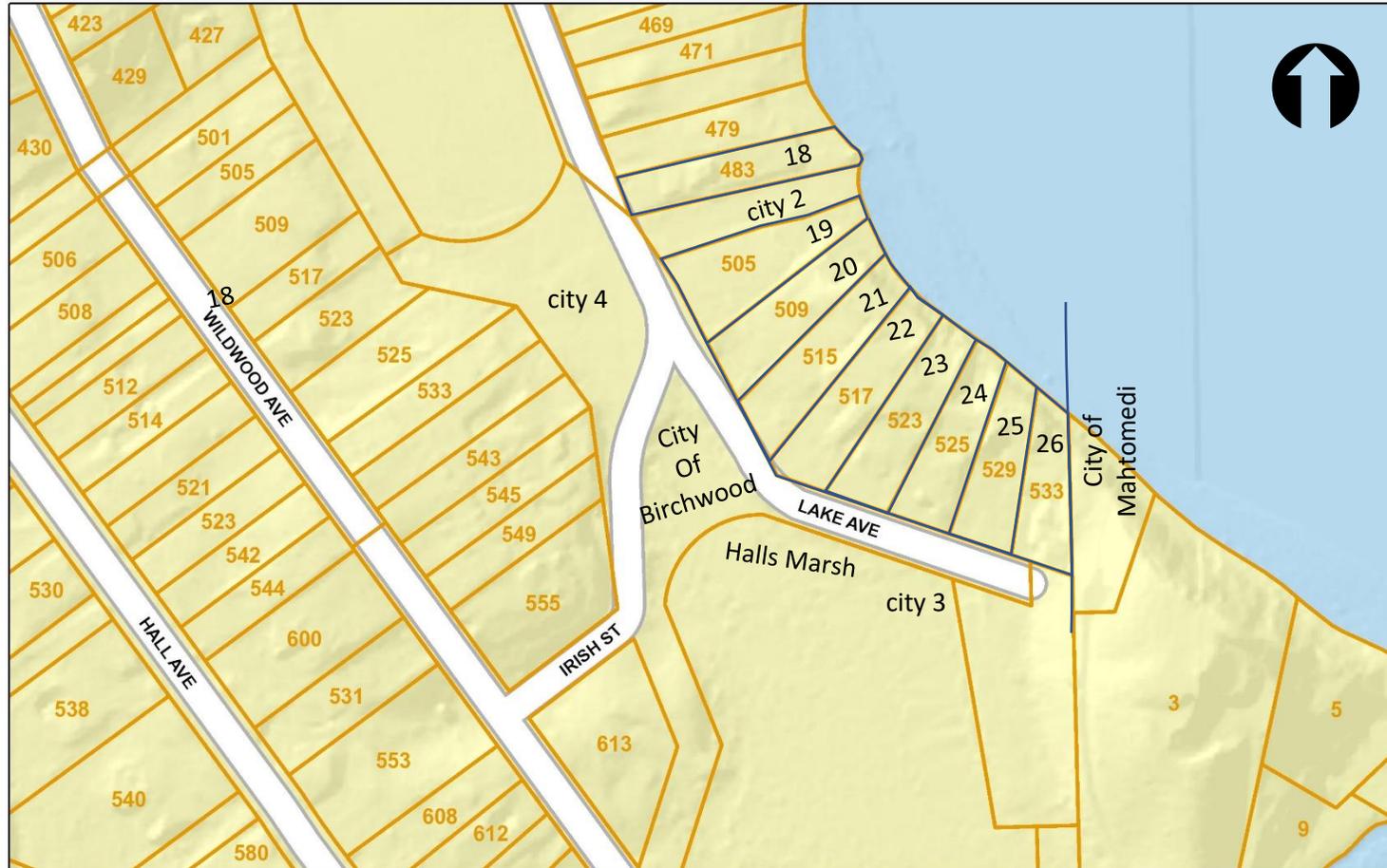
Map 1

Properties Proposed to be Assessed

3/26/2019



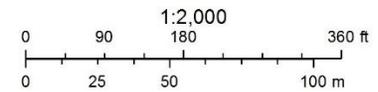
Appendix 2



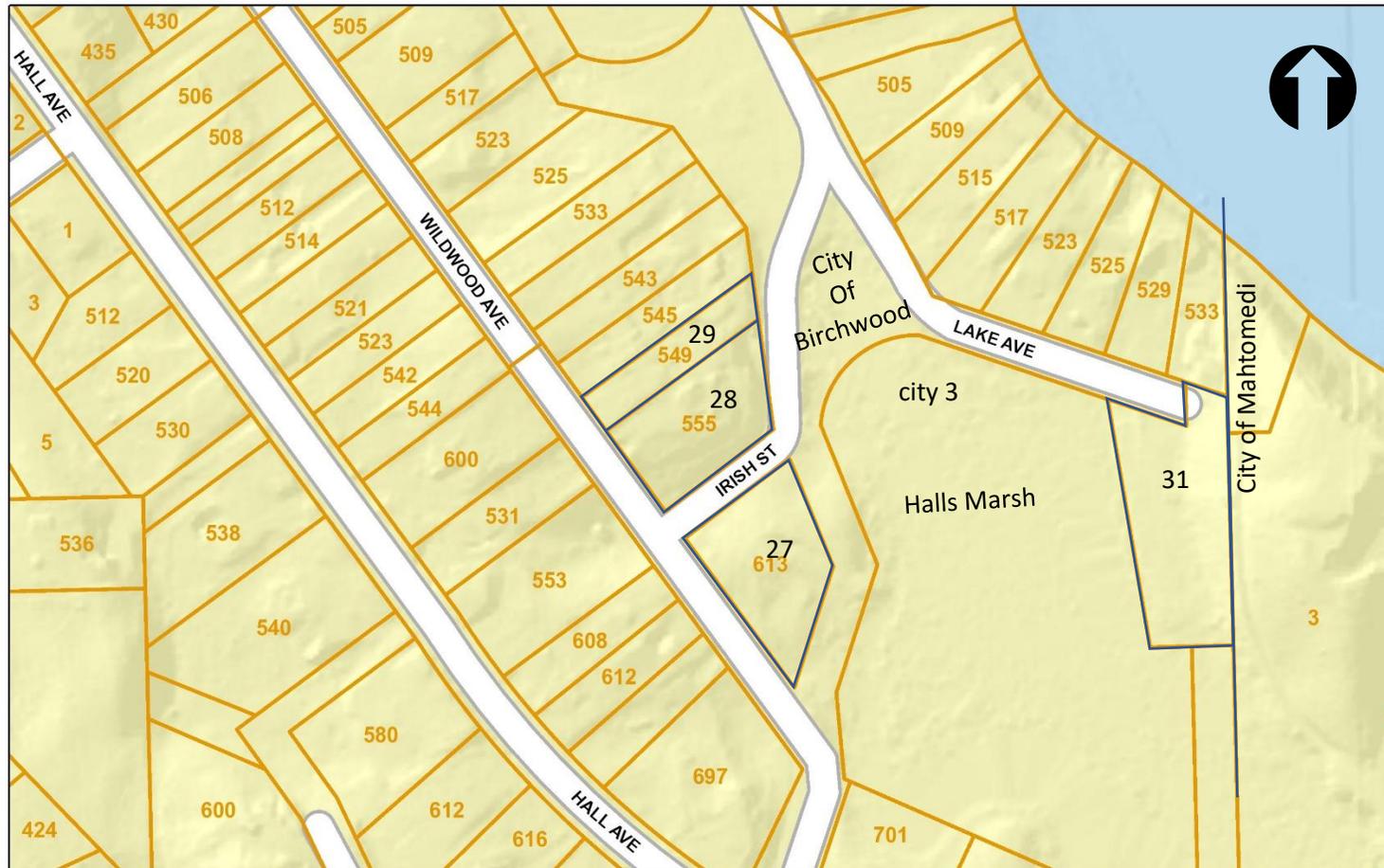
Map 3

Properties Proposed to be Assessed

3/26/2019



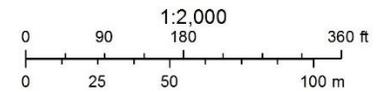
Appendix 2



Map 4

Properties Proposed to be Assessed

3/26/2019



**City of Birchwood Village
Lake Avenue Mill and Overlay
Special Assessment
List of Property Owners Proposed to be Assessed
October 22, 2019**

Lot #	Recommended Assessment Unit	Owner	Notes
1	1.0	WERRA, DANNY 369 WILDWOOD AVE WHITE BEAR LAKE, MN 55110	
2	1.0	MUELLERLEILE, SHARON A 365 LAKEWOOD LN WHITE BEAR LAKE, MN 55110	
3	1.0	DEMARS, ANTHONY J & CHRISTINA A 407 LAKE AVE WHITE BEAR LAKE, MN 55110	
4	1.0	CARLSON, JERRY J & JACQUELINE L JAROSZ 409 LAKE AVE WHITE BEAR LAKE, MN 55110	
5	1.0	MADORE, KATHLEEN E 413 LAKE AVE WHITE BEAR LAKE, MN 55110	
6	0.5	DAVIDSON, COYLEEN H 1040 SEAGROVE LN CH 4 SARASOTA, FL 34242	The house on this lot is also on lot 7.
7	0.5	DAVIDSON, COYLEEN H 425 LAKE AVE BIRCHWOOD, MN 55110 Second Address: DAVIDSON, COYLEEN H 1040 SEAGROVE LN CH 4 SARASOTA, FL 34242	The house on this lot is also on lot 6.
8	1.0	BARBARA A WINTERS TRS 429 LAKE AVE WHITE BEAR LAKE, MN 55110-1629	
9	1.0	WICKUM, DAREN & JESSICA 433 LAKE AVE WHITE BEAR LAKE, MN 55110	
10	1.0	MCKEOWN, THOMAS D & LISA A JR 441 LAKE AVE WHITE BEAR LK, MN 55110	

11	1.0	TRS AGR TODD & DENELLE A HAWKINS 445 LAKE AVE SAINT PAUL, MN 55110	
12	1.0	SCHREINER, DELORES M 453 LAKE AVE WHITE BEAR LAKE MN 55110	
13	1.0	ANDERSON, KENNETH L ETAL 461 LAKE AVE BIRCHWOOD, MN 55110 Second Address: ANDERSON, KENNETH L ETAL 85 LOGAN AVE W WEST SAINT PAUL, MN 55118	
14	1.0	BARTHEL, JAMES H 469 LAKE AVE WHITE BEAR LAKE, MN 55110	
15	1.0	KRAEMER, MICHAEL R & CANDICE L 471 LAKE AVE WHITE BEAR LAKE, MN 55110	
16	1.0	KRAEMER, MICHAEL R & CANDICE L 471 LAKE AVE WHITE BEAR LAKE, MN 55110	
17	1.0	MAHONEY, SUSAN L C 479 LAKE AVE WHITE BEAR LAKE, MN 55110	
18	1.0	HARROD, JAMES J & DEBRA L 483 LAKE AVE WHITE BEAR LAKE, MN 55110	
19	1.0	JUDY DUFFY REVOC TRS 505 LAKE AVE SAINT PAUL, MN 55110	
20	1.0	MCKENZIE, MICHAEL G & JULIE L 509 LAKE AVE BIRCHWOOD, MN 55110	
21	1.0	MCCARTHY, JUSTIN & JESSA 515 LAKE AVE WHITE BEAR LAKE, MN 55110	
22	1.0	WALL, WANDA F & DAVID W JR 517 LAKE AVE WHITE BEAR LAKE, MN 55110	

23	1.0	KOHL'S, PHILIP R & PATRICIA KOHL'S 523 LAKE AVE BIRCHWOOD, MN 55110	
24	1.0	MALVEY, MICHAEL D & MEGAN W 525 LAKE AVE WHITE BEAR LK, MN 55110	
25	1.0	KRIZ-HERBERT, SANDA K 529 LAKE AVE WHITE BEAR LAKE, MN 55110	
26	1.0	CALDERWOOD, MARY E TRS 533 LAKE AVE WHITE BEAR LAKE, MN 55110	
27	1.0	SHARRATT, TODD W ETAL 613 WILDWOOD AVE BIRCHWOOD, MN 55110 Second Address: SHARRATT, TODD W ETAL 3069 70TH AVE WILSON, WI 54027	
28	1.0	CORLISS, CHARLES D & KARLEEN R 555 WILDWOOD AVE WHITE BEAR LAKE, MN 55110	
29	1.0	VANG, MARY C 549 JAY ST BIRCHWOOD, MN 55110 Second Address: VANG, MARY C 20 FLYNN ST ESKO, MN 55733	
30	1.0	LIND, BRIAN R & KAREN A HAGAN-L 401 WILDWOOD AVE WHITE BEAR LAKE, MN 55110	
	29.0		

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

RESOLUTION 2019-26

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING HEARING ON PROPOSED ASSESSMENT
2019 LAKE AVENUE MILL AND OVERLAY IMPROVEMENT
CITY PROJECT NO. 2019-1**

At a regular meeting of the City Council of the City of Birchwood Village held on Tuesday, November 12, 2019, at Birchwood City Hall, 207 Birchwood Avenue, Birchwood, Minnesota, with the following members present: Mayor Mary Wingfield, Council Members Jessi Aakre, Randy LaFoy, Jon Fleck, and Kevin Woolstencroft, the Birchwood City Council resolved:

WHEREAS, by a resolution passed by the City Council on October 8, 2019, the City Clerk was directed to prepare a proposed assessment of the cost of Improvement No. 2019-1, improving Lake Avenue from Wildwood Avenue to the south end of Lake Avenue and Iris Street from Lake Avenue to Wildwood Avenue; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$18,200.00 and the portion of the cost to be assessed against benefited property owners is declared to be \$58,500.00.
2. Assessments shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January, 2021, and shall bear interest at the rate of 4 percent per annum from the date of the adoption of the assessment resolution.
3. A hearing shall be held at 7:00 p.m. on December 10, 2019 in the City Hall located at 207 Birchwood Avenue to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
5. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Birchwood Village, except that no interest shall be charged if the

entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Washington County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Voting in Favor:

Voting Against:

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

Mary Wingfield, Mayor

Attest:

Tobin Lay, City Administrator-Clerk

Prepared For:
City of Birchwood Village, MN City Council
City Administrator-Clerk - Tobin Lay
207 Birchwood Avenue
Birchwood, MN 55110

Proposal for Assessing Services

City of Birchwood Village, MN

Prepared By: Chase Peloquin, SAMA



**Date of Proposal:
Monday, September 23, 2019**

Table of Contents

Proposal for Assessing Services

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Qualifications of the Assessor.....	8
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Please send all Correspondence to:

Chase Peloquin
29067 Machmeier Ct
Lindstrom, MN 55045

Email: DellwoodAssessor@outlook.com
Phone: (651) 538-6383

Letter to the Council

Monday, September 23, 2019

Birchwood Village City Council
207 Birchwood Avenue
Birchwood, MN 55110

Dear Council Members,

I believe that I am a well-qualified candidate for the City Assessor position because of my extensive background in property tax assessment. As a Senior Accredited Minnesota Assessor (SAMA) I have attained the highest licensure level of MN real estate assessment and property tax administration.

Working as the City Assessor for Dellwood & Marine on St. Croix over the past several years has given me firsthand experience of the specific needs of City Administration as well as the ability to successfully address important issues that arise with the citizens.

As the Assistant County Assessor for Chisago County I have gained the essential skills and talents that are vital in delivering a quality commercial and residential assessment.

With an excellent understanding of computer applications such as Microsoft Office, Computer Assisted Mass Appraisal (CAMA) systems, and a comprehensive knowledge of Microsoft Excel; I possess the technical skills required to keep up with the information age. My abilities to work well with others, learn new things quickly, and maintain a positive work environment also qualify me for this position.

Please contact me at (651) 538-6383 to set up an interview. I believe my experience and enthusiasm will make me a valuable team member at the City of Birchwood Village.

Sincerely,



Chase Peloquin, SAMA

Description of Services

Annual Valuation & Classification

Annually value and classify all real property parcels within the City of Birchwood Village per State and County guidelines.

Quintile

Inspect and verify data characteristics of all real property parcels per State and County guidelines.

New Construction

Coordinate with the City Building Official to view, value and classify all new construction projects.

Local Board of Appeal and Equalization

Staff an Annual Local Board of Appeal and Equalization meeting.

Splits, Combinations & Plats

Coordinate with the County to process parcel splits, parcel combinations and administration of new plats.

Sales Verification and Ratio Study

Process, verify and analyze Certificates of Real Estate Value. Compile and provide sale information to the MN Department of Revenue for State Sales Ratio Studies.

Taxpayer Relations & Communication

A dedicated phone line and email address will be provided and constantly monitored. All taxpayer calls and emails will be returned within a timely manner. Provide information to citizens, land developers, contractors and government officials to keep them informed of assessment policies and procedures. Serve as an expert resource to city staff and citizens regarding all aspects of real property appraisal and property tax assessment.

Parcel Counts

The following parcel count information was obtained from the 2019 Washington County Assessment Report and documentation provided by Mr. Lay.

Agricultural

There are 0 parcels classified as agricultural.

Apartment

There are 0 parcels classified as apartment.

Commercial/Industrial

There are 0 parcels classified as commercial/industrial.

Residential & Season Residential

There are 414 parcels classified as residential or seasonal residential.

Exempt

There are 35 parcels classified as exempt.

Total Parcels

Included in this proposal are a total of **449 parcels**.

* Mobile Homes & Other Personal Property are not included in this proposal

Pricing

This proposal is based on the parcel count and classification information in the preceding section. Changes for the 2021 Assessment will be billed per the Parcel Additions section of this proposal.

Annual Assessment Cost

The proposed annual cost for Assessment Services will be:

Five Thousand Four Hundred Dollars & 0/100
\$5,400.00

New Construction & Building Permits

The annual cost for Building Permits will be based on the following schedule:

<u>Type</u>	<u>Rate per Permit</u>
Apartment/Commercial/Industrial/Exempt	\$30.00
Single-Family Homes	\$20.00
Single-Family Attached (per unit)	\$10.00

Parcel Additions

The annual cost increase for newly created parcels will be \$10.00 per parcel per year.

Payment & Key Date Schedule

While payment and key date schedules are flexible to meet the requirements of the City, the following progression is being proposed for the 2021 Assessment.

Start Date

Services are available to commence on May 1st, 2020 unless a different date is necessary.

Proposed Payment Schedule

The invoice will be provided to the City on or before January 1st each year, payable within 30 days of receipt.

End Date

The annual assessment will be considered complete upon the adjournment of the Birchwood Village Local Board of Appeal and Equalization Meeting.

Chase B. Peloquin, SAMA

29067 Machmeier Ct

Lindstrom, MN 55045
DellwoodAssessor@outlook.com

651-538-6383

- Employment:** **City Assessor** Dellwood/Marine, MN
City of Dellwood & Marine on St. Croix April 2018 - Present
- Serve as an expert resource to staff and citizens regarding all aspects of real property appraisal and property tax assessment
 - Perform market research by gathering data including actual income information, occupancy levels, rental rates, and capitalization rates to determine potential market performance of properties
 - Effectively identify and evaluate economic trends, market conditions and real estate investments
 - Provide information to citizens, land developers, contractors, government officials and City departments to keep them informed of assessment policies and procedures
- Assistant County Assessor (formerly Commercial Appraiser)** Center City, MN
Chisago County Assessor's Office June 2012 – Present
- Interview, train, supervise and evaluate Sr. Deputy Assessors and Assessment Assistants
 - Appraise commercial, industrial, apartment, and complex special use properties using mass appraisal statistical modeling techniques, direct capitalization and discounted cash flow analysis
 - Develop, maintain and update the mass appraisal valuation model for all properties in the County
 - Negotiate favorable settlements and manage all aspects of countywide tax court petitions
- Field Appraiser** Scandia, MN
Frank Langer – City Assessor (Multiple Cities) June 2009 – May 2015
- Review residential property, collect data on building measurements, cost, building features and neighborhood characteristics
 - Inspect real estate and record characteristics such as type of property, physical condition, structural component, size, nature and type of improvements to establish the value and classification of property
- Sr. Deputy Assessor** Center City, MN
Chisago County Assessor's Office June 2009 – June 2012
- Review residential property, collect data on building measurements, cost, building features and neighborhood characteristics
 - Inspect real estate and record characteristics such as type of property, physical condition, structural component, size, nature and type of improvements to establish the value and classification of property
 - Compile and analyze market sales data to allow reliable estimates of property values
- Field Engineer** Winterhaven, CA
Kiewit Pacific Company – Northwest Division June 2008 – March 2009
- Plan, schedule, supervise and approve work done by contractor and company crews
 - Prepare material takeoffs, estimate costs and purchase materials
 - Coordinate daily construction activities and develop schedules for crews, equipment and materials
- Project Manager** Lindstrom, MN
Custom Fit Homes Inc. December 2005 – June 2008
- Effectively work with contractors, surveyors, architects, engineers and building officials
 - Estimate, contract, manage, budget and supervise all aspects of construction
 - Schedule, coordinate, inspect and approve work done by subcontractor crews
- Education:** **Bachelor of Science Degree** Mankato, MN
Major: **Business Finance** December 2005
Minor: **Business Administration** Cum Laude
Minnesota State University, Mankato College of Business AACSB Accredited

Qualifications of the Assessor

Designation:

Senior Accredited Minnesota Assessor License #3336

Appraisal Education:

Minnesota Association of Assessing Officers:

Residential Appraisal Principles	July 2009
Residential Appraisal Procedures	August 2009
Mass Appraisal Basics	August 2009
Assessment Laws & Procedures	January 2010
Assessment Administration	October 2011
Basic Income Approach to Valuation	October 2011
Minnesota Residential Case Study	April 2012
Oral Interview - MN State Board of Assessors	May 2012
Valuation of Big Box Retail	May 2016
Tax Court - Big Box Symposium	May 2016
Minnesota Income Property Case Study	October 2016

International Association of Assessing Officers:

Income Approach to Valuation	September 2011
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Minnesota Department of Revenue:

Professional Assessment Certification & Education	March 2012
Minnesota Tax Calculation Course	December 2012
Ethics for MN Assessors	August 2015
Professional Assessment Certification & Education	September 2015
Minnesota Tax Calculation Course	December 2016

Kaplan Professional Schools:

National USPAP Update Course	May 2012
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McKissock

Appraisal of Fast Food Facilities	May 2016
Appraisal of Self Storage Facilities	June 2016

Appraisal Institute

A little Value for Everyone (Rounded)	November 2017
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Qualifications of the Assessor (Cont.)

Professional Affiliation:

Member of Minnesota Association of Assessing Officers (MAAO)
Region 3 Tax Court Committee Member Nov 2014 - Present
Region 3 Commercial Industrial Committee Member Nov 2014 - Present

Experience:

City Assessor - Dellwood	April 2018 - Present
City Assessor - Marine on St. Croix	April 2018 - Present
Assistant County Assessor - Chisago County	Feb 2018 - Present
City Assessor - City of Scandia, MN	May 2015 - April 2018
Commercial Assessor for Chisago County	June 2012 - Feb 2018
Field Appraiser for FXL, Inc.	June 2009 - May 2015
Senior Deputy Assessor for Chisago County	June 2010 - June 2012
Deputy Assessor for Chisago County	June 2009 - June 2010

Education:

Minnesota State University, Mankato

Bachelor of Science - Business Finance	December 2005
Minor Business Administration	December 2005

Chisago Lakes High School

High School Diploma	June 2001
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MN State Assessor License

As of November 2016, I have held a **Senior Accredited Minnesota Assessor** designation. This is the highest licensure level of MN real estate assessment and property tax administration granted by the Minnesota State Board of Assessors.

Senior Accredited Minnesota Assessor License Number: 3336



Professional References

The following individuals are available to the City for professional reference purposes.

Joanne Frane

Dellwood City Clerk
111 Wildwood Road
PO Box 775
Willernie, MN 55090
651-429-1356

I have worked with Mrs. Frane since March, 2018 in my capacity as Dellwood City Assessor.

Lynette Peterson

City of Marine on St. Croix City Clerk
Marine on St Croix
Box 250
121 Judd Street
Marine on St Croix, MN 55047
651-433-3636

I have worked with Mrs. Peterson since March, 2018 in my capacity as Marine on St. Croix City Assessor.

REFERENCE QUESTIONNAIRE City Assessor – Birchwood Village

Candidate: Chase Peloquin

Reference: Lynette Peterson

1. How long have you known CHASE PELOQUIN and in what capacity? 1 year – he is our current City assessor
2. How would you describe his/her approach to his/her work? He is dedicated and responds quickly
3. Please describe his/her demeanor (social or work)? Friendly
4. How would you describe CHASE PELOQUIN's character? Chase has been easy to work with and seems very fair with all residents

Professional Strengths and Opportunity for Development

1. What strengths make him/her a good Assessor? Chase is easy to get in touch with and answers all questions promptly
2. Where would he/she gain the most from improvement? N/A
3. What challenges might CHASE PELOQUIN face if he were to take the job with Birchwood? N/A
4. How does CHASE PELOQUIN resolve disputes? He works with the resident to come to a fair resolution

Additional Comments

- Are you aware of any complaints ever being filed against CHASE PELOQUIN either regarding his profession services or his personality? No
 - If yes, what was the complaint and what was the result/finding?

-
- Is there anything else you would like to add?

Chase has been our Assessor for almost two years and we really do not have many issues so I haven't really had to work with him a lot outside of the year end permit reports and the annual Board of Review meeting, however any time I have had a question he has been prompt getting back to me and I have not received any complaints from residents.

- Would you recommend him/her for the position? Yes

REFERENCE QUESTIONNAIRE
City Assessor – Birchwood Village

Candidate: Chase Peloquin

Reference:

1. How long have you known CHASE PELOQUIN and in what capacity?
FEB 2018 - CITY ASSESSOR FOR Dellwood
2. How would you describe his/her approach to his/her work?
excellant
3. Please describe his/her demeanor (social or work)?
excellant
4. How would you describe CHASE PELOQUIN's character?
excellant

Professional Strengths and Opportunity for Development

1. What strengths make him/her a good Assessor?
experience
2. Where would he/she gain the most from improvement?
3. What challenges might CHASE PELOQUIN face if he were to take the job with Birchwood?
4. How does CHASE PELOQUIN resolve disputes?
I don't know of any disputes

Additional Comments

- Are you aware of any complaints ever being filed against CHASE PELOQUIN either regarding his profession services or his personality? *NO*
 - If yes, what was the complaint and what was the result/finding?

- Is there anything else you would like to add? _____

- Would you recommend him/her for the position? *yes*

AGREEMENT FOR ASSESSOR SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 2019 by and between the CITY OF BIRCHWOOD VILLAGE, Washington County, Minnesota, herein referred to “The City”, and CHASE B. PELOQUIN, herein referred to as “The Assessor” or “Peloquin”.

Peloquin is a Senior Accredited Minnesota Assessor, licensed by the State of Minnesota Board of Assessors. Peloquin’s license number is 3336.

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

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

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

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

SECTION 1

Peloquin is appointed to serve as City Assessor for the City of Birchwood Village and shall perform all assessment services required by State law and the City of Birchwood Village.

Peloquin is deemed to be an independent contractor for the purposes of this appointment. Peloquin acknowledges and agrees that he is not an employee of the City. The City will not withhold any taxes, social security, FICA, or any other withholdings from its payments to Peloquin; Peloquin shall be solely responsible for calculating and paying all state and federal income taxes, social security, FICA, and any other taxes or withholdings. The City of Birchwood Village shall not pay, and Peloquin shall not be entitled to any health insurance, life insurance, pensions, retirement accounts, or any other fringe benefits no enumerated herein. Peloquin Assumes all risk in all activities while contracting with the City of Birchwood Village, and waives all rights to assert claim, action, or cause of action, whatsoever, against the City or its officers for any injury, loss or damage upon himself and/or personal property in possession, including injuries resulting in death, arising out of any accidents or events occurring while performing the duties of my contract with the City of Birchwood Village. Peloquin further agrees to save and hold the City of Birchwood Village harmless from any and all claims that may arise or are attributable directly or indirectly to him in conjunction with his contracting with the City. A current copy of a Liability Insurance Policy, in the amount of \$600,000 - General Aggregate shall be furnished to the City of Birchwood Village.

SECTION 2

Peloquin shall perform all assessment services required by the City. Such services shall include, but not be limited to, the following:

- a. An actual viewing and re-evaluation of each parcel of real estate within the City shall be made at least once every 5 years. It is the intention of the parties that the Assessor shall make every effort to view and revalue approximately 20% of the parcels during each year that this agreement remains in force;
- b. Annually value and classify all real property parcels within the City of Birchwood Village per State and County guidelines.
- c. All work shall be completed and in full compliance with the Minnesota State Board of Assessors by January 15.

- d. The Assessor shall appear and be present at the annual Local Board of adjustment and Equalization Meeting.
- e. All unresolved appeals in property valuations received during the appeal period, with appropriate supporting documentation, will be presented to the Local Board for review and disposition at the annual Local Board of Equalization meeting, usually in April.
- f. Coordinate with the City Building Official to view, value and classify all necessary new construction projects.
- g. Process, verify and analyze Certificates of Real Estate Value. Compile and provide sale information to the MN Department of Revenue for State Sales Ratio Studies.

SECTION 3

The annual base fee compensation to be paid to the Assessor for services rendered shall be \$ \$5,400 per assessment year. The invoice will be provided to the City on or before January 1st each year, payable within 30 days of receipt. The first year of this agreement is the 2020 Assessment Year and will commence on May 1, 2020. The annual base fee compensation along with the pricing additions below will be in effect for an initial term of three years.

Additions to the base fee include:

The annual cost for Building Permits will be based on the following schedule:

<u>Type</u>	<u>Rate per Permit</u>
Apartment/Commercial/Industrial/Exempt	\$30.00
Single-Family Homes	\$20.00
Single-Family Attached (per unit)	\$10.00

Parcel Additions:

The annual cost increase to the annual base fee for newly created parcels will be \$10.00 per parcel.

SECTION 4

This agreement shall remain in full force and effect until 120 day written notice of termination is received by either party. If the Agreement is terminated in accordance with this provision, City shall be obligated to pay only the outstanding fees and expenses due and owing through the effective date of termination, prorated daily for any partial years.

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

ATTEST:

City of Birchwood Village Mayor

Assessor – Chase B. Pelouin

City of Birchwood Village Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHRIS W SAURO (12044) 5305 E VIKING BLVD STE 108 PO BOX 396 WYOMING, MN 55092-0000	CONTACT NAME: CHRIS W SAURO PHONE (A/C No. Ext): 651-462-1212 E-MAIL ADDRESS: CHRIS.SAURO@COUNTRYFINANCIAL.COM	FAX (A/C No): 651-462-3811
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: COUNTRY Mutual Insurance Company	20990
INSURED 5546140 PELOQUIN CHASE BRANDON 29067 MACHMEIER CT LINDSTROM, MN 55045	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AM9257033	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 300,000
							GENERAL AGGREGATE	\$ 600,000
							PRODUCTS - COMP/OP AGG	\$ 600,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Covered on Businessowners			AM9257033	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT

CERTIFICATE HOLDER
 CITY OF DELLWOOD
 11 WILDWOOD RD
 PO BOX 775
 WILLERNIE, MN 55090
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ASSESSOR SEARCH
POSHEK BID**

Pauszek, Inc.
Patrick A. Poshek
1302 S. Everett St.
Stillwater, MN 55082

City of Birchwood
207 Birchwood Avenue
Birchwood MN 55110

September 30th, 2019

Subject: **Proposal for the 2021 Assessment Services**

Dear Birchwood City Council,

Enclosed is my **Proposal for Assessment Services for the City of Birchwood.**

I have served as an Assessor in the area since 1975, demonstrating excellent taxpayer relations, a property assessment that is measured by accountability/accuracy and with open weekend/flexible hours for service.

My experience in the assessment profession and serving as an independent contractor have given me the expertise to provide Birchwood with excellent service. I have enjoyed a good working relationship throughout these years without disruption despite changes in the law, methods of process, community growth and personnel changes at county level.

I should note that if am awarded this contract, I will be doing the field work/inspections and my annual fee would remain the same for 3 years.

I look forward to working with you and the residents as the City Assessor.



Patrick A. Poshek, A.M.A.

Proposal for 2021 Assessment Services



City of Birchwood

September 30, 2019



Pauszek Inc.
Patrick A. Poshek, A.M.A.
1302 South Everett Street
Stillwater, Minnesota 55082
(651) 430-0360

PATRICK A. POSHEK, A.M.A.

Qualifications;

DESIGNATIONS

- Certified Minnesota Assessor designation granted December 7, 1977.
- Accredited Minnesota Assessor designation granted December 18, 1989.

EDUCATION

- Real Estate Education courses: IAAO 2, Income Approach to Valuation; Theory and Techniques of Estimating Value by the Capitalized Earning Approach; Standard on Assessment/Sales Ratio Studies. IAAO 4, Assessment Administration
- University of Minnesota Continuing Educational Courses: Weeks A, B, G, H- C1 Narrative Report Writing-Techniques of Mass Appraisal- Apartment Appraisal Workshop- Case Studies and Problems Related to Assessment of Property- Advanced Workshop Dealing with the Technique of Conducting as Sales Study and Market Analysis Covering Residential, Commercial and Agricultural Properties- Farm Valuation Seminar, Study of Wide Crop Equivalent Rating (CER) Determination and Factors Affecting Its Use- Effective Communication; Dealing with the Public- Expert Testimony; Preparing for Court Proceedings- How to Prepare for a Tax Litigation Case- H.P. 12C; Calculator Workshop- Certified Specialist Workshop, PACE course,
- Small Town Commercial November 3rd & 4th 2004.
- Washington County Computer Assisted Mass Appraisal System (CAMA) training. Ethics course, Reviewing an Appraisal 2013, Valuing Lakeshore, Managing Aggressive Assaultive Behavior, The Art of Negotiations.

WORK EXPERIENCE

- 2018-Present City of Scandia Assessor
- 2004-Present Sr. Deputy Assessor Chisago County
- 1981-Present May Township Assessor
- 1986-2004 Grant City Assessor
- 1986-1997 Oakdale City Assessor
- 1975-1986 Appraiser- Washington County Assessor's Office

PROFESSIONAL AFFILIATION

- Member of the Minnesota Association of Assessing Officers (MAAO)

OFFICE LOCATION AND RECORD MANAGEMENT

- I maintain a private office that is located within my home. Although my office is accessible to the public, I find most meetings for my work are on site, at the taxpayer's property or at City Hall.
- My office has all the necessary equipment needed for excellent information sharing and communications vital for a good assessment service. I have maintained and upgraded my computer equipment to meet the needs and requirements of assessment process. My email address is assessor@gmail.com.
- My phone service consists of one incoming business line, and a voice mail box at Washington County.
- All voice mail left will send me a *voice email* alerting me on my cell phone. I will with every effort respond within less than 4 hours.

RECORD MANAGEMENT

There are two sources where I can obtain information for the taxpayer.

- In my home office all data and characteristics from Washington County's CAMA system is accessible remotely.
- I also have access to the MLS Northstar.

PROPERTY VALUATION

Since 1975, I have maintained an excellent level of assessment and co-efficient of dispersion which is the measure of an accurate and uniform assessment. My assessing background consists of eleven years of employment in the Washington County's Assessor's Office. I then became self employed for eighteen years as an independent local assessor. I have experience valuing a variety of property types in 22 communities in Washington County. These areas include:

- St. Croix River and Lakeshore property
- Upper bracket, custom built homes
- Large agricultural property
- Unique / special use property
- Contaminated property
- Income property including commercial, industrial and apartments

An accurate and uniform assessment begins with current and accurate information on all properties within the jurisdiction. One-fifth or 20% of all properties are to be viewed each assessment year. Market studies which include land sales, improved property sales, new construction sales, land residual / building residual analysis are conducted to complete an assessment each year. Divisions / combinations of tax parcels are to be completed annually. New construction consists of reviewing / reading blueprints, and on-site inspection for work completed as of January 2 of each assessment year. Maintaining good public relations by responding to inquiries both phone and on-site, property tax rebate, tax estimates, and homestead applications are also part of the assessment process.

Appeals / Tax Court - My responsibilities for appeals are informal, and in defense of the assessment at the local board of review. Washington County is responsible for Tax Court appeals in jurisdictions under 30,000 population. It is my experience that the local assessor works closely with Washington County on such appeals.

ASSESSMENT FEES

The length of the proposed contract would be 3 years at a fee of \$5,600.00 per year or \$2,800.00 biannually. The fee for the 2021, 2022, and 2023 assessments will remain the same with no increase.

START DATE

Services are available to commence on May 1st, 2020.

The annual assessment will be considered complete upon the adjournment of the Birchwood Local Board of Appeal and Equalization Meeting.

PAYMENT SCHEDULE

Payments in the amount of \$2,800.00 biannually beginning November 15th, 2020 and after the adjournment of the 2021 Birchwood Local Board of Appeal and Equalization Meeting.

REFERENCE QUESTIONNAIRE

City Assessor – Birchwood Village

Candidate: Patrick Poshek

Reference: Al Whitcomb

1. How long have you known PATRICK POSHEK and in what capacity?
I've known Pat since Stillwater high school. I worked with him for three years at the Washington County Assessor's Office in the mid 80's. We've kept in close contact ever since.
2. How would you describe his/her approach to his/her work?
Pat always took the job seriously and he had great contributions for improving the appraisal system. He was an invaluable asset.
3. Please describe his/her demeanor (social or work)?
Pat has lots of patience which is a must on a job that is unpopular with the general public. He is fantastic at defusing an irate taxpayer.
4. How would you describe PATRICK POSHEK's character?
Easy to talk to, fair, and does not come off as arrogant. Excellent public relations.

Professional Strengths and Opportunity for Development

1. What strengths make him/her a good Assessor?
Accredited by the state with 44 years of assessing and 38 years of assessing contracts. A phenomenal background in this field.
2. Where would he/she gain the most from improvement?
The biggest improvements in the assessing field have been in the computer assessment mass appraisal (CAMA) which is fully operational at Washington County. Pat is fluent in the use and understanding of this ever improving system. Pat adapts well to this changing environment.
3. What challenges might PATRICK POSHEK face if he were to take the job with Birchwood?
Pat has assessed nearly every jurisdiction in Washington County at one time or another. This gives him a significant edge over anyone without his background.
4. How does PATRICK POSHEK resolve disputes?
He is second to none in this area. Pat possesses the demeanor one needs to face angry taxpayers with a calm and rational approach. He presents the facts in a meaningful way.

Additional Comments

- Are you aware of any complaints ever being filed against PATRICK POSHEK either regarding his profession services or his personality? **I don't know of any.**
 - If yes, what was the complaint and what was the result/finding?
-
-

-
-
- Is there anything else you would like to add? **NO**_____

- Would you recommend him/her for the position? **Yes I would**_____

REFERENCE QUESTIONNAIRE

City Assessor – Birchwood Village

Candidate: Patrick Poshek

Reference: Al LaBine

1. How long have you known PATRICK POSHEK and in what capacity?
I have known Pat Poshek for nearly 20 years. I have been Supervisor over his work as a local assessor.
2. How would you describe his/her approach to his/her work?
Patrick knows the assessor business and follows the guidelines given by both Dept. of Rev. and Washington County.
3. Please describe his/her demeanor (social or work)?
Patrick has a very outgoing demeanor, but when it comes to work, he is very professional and works great with property owners.
4. How would you describe PATRICK POSHEK's character?
He does what he says he will do. Shows up for meetings when scheduled, and completes work assigned to him.

Professional Strengths and Opportunity for Development

1. What strengths make him/her a good Assessor?
He keeps in touch on a regular basis with his supervisor, and does very good with public relations with the property owners.
2. Where would he/she gain the most from improvement?
We all can gain from improvement, so Patrick can set good goals on a regular basis and strive to achieve and improve. He has done this in the past and I have seen great results in Patrick's work.
3. What challenges might PATRICK POSHEK face if he were to take the job with Birchwood?
I do not see any challenges that Patrick would have from taking this job.
4. How does PATRICK POSHEK resolve disputes?
Patrick explains the situation to the property owner and lays out what he must do to follow Statute in what he is doing.

Additional Comments

- Are you aware of any complaints ever being filed against PATRICK POSHEK either regarding his profession services or his personality?
 - If yes, what was the complaint and what was the result/finding?
When you are doing what an assessor needs to do, that person will have particular complaints against them, but Patrick follows the guidelines of assessing and does only what needs to complete the assessment fairly and also being equitable with all the property owners.

- Is there anything else you would like to add? I think that Patrick would be a perfect fit for your city assessor
- Would you recommend him/her for the position? Yes, I would recommend Patrick for this position.

REFERENCE QUESTIONNAIRE
City Assessor – Birchwood Village

Candidate: Patrick Poshek
Reference:

1. How long have you known PATRICK POSHEK and in what capacity? *22 years as the May Township assessor.*
2. How would you describe his/her approach to his/her work? *Thorough & professional*
3. Please describe his/her demeanor (social or work)? *Business like*
4. How would you describe PATRICK POSHEK's character? *He's a good guy*

Professional Strengths and Opportunity for Development

1. What strengths make him/her a good Assessor? *He keeps a log of all calls; returns all calls in a timely manner.*
2. Where would he/she gain the most from improvement? *He should be able to handle the job.*
3. What challenges might PATRICK POSHEK face if he were to take the job with Birchwood? *one of his strengths. See below.**
4. How does PATRICK POSHEK resolve disputes? *one of his strengths. See below.**

Additional Comments

- Are you aware of any complaints ever being filed against PATRICK POSHEK either regarding his profession services or his personality?
 - If yes, what was the complaint and what was the result/finding?

* Each year the Town holds its citizen meeting on assessment disputes. Pat will resolve over 90 % of citizen disputes before the meeting so that only 2 or 3 people show up. He is very good at this part of the job.

- Is there anything else you would like to add?

- Would you recommend him/her for the position? *yes*

*Respectfully submitted:
Bill Voedisch Chair, May Town Board*

ASSESSMENT SERVICES AGREEMENT

THIS ASSESSMENT SERVICES AGREEMENT (the “Agreement”), is entered into and made effective this 1st day of May, 2018 (the “Effective Date”), by and between the **CITY OF SCANDIA**, a Minnesota municipal corporation and political subdivision (the “City”), and **PAUSZEK, INC.**, a Minnesota corporation, **PATRICK A. POSHEK**, Chief Executive Officer (the “Assessor”) (collectively, the “Parties”). The City Council of the City conducted a request for proposal process for assessor services in 2018, and approved the selection of the Assessor at a City Council meeting on April 4, 2018.

The Parties hereby agree as follows:

1.0 Term; Services. The term of service will be for a period of three (3) years, commencing on May 1, 2018 and terminating on the date on which the Scandia Local Board of Appeal and Equalization Meeting, or any successor to its functions (the “Board”) adjourns in 2021, unless terminated earlier pursuant to the terms of this Agreement (the “Term”). For purposes of this Agreement, the phrase “Assessment Year” shall refer to each assessment year during the Term commencing the day following the adjournment of the Board for the prior assessment year and ending on the date on which the Board adjourns for the current assessment Year. During the Term, Assessor agrees to provide all assessment services for real property in the City for Assessment Years 2019 through 2021, including, without limitation: physical inspection of one-fifth (20%) of all properties within the City each Assessment Year; conducting market studies each Assessment Year, which include land sales, improved property sales, new construction sales, land residual/building residual analysis; complete divisions/combinations of tax parcels annually; review/read blueprints and provide on-site inspection work for new construction by January 2 of each Assessment Year; maintain good public relations by responding to inquiries regarding property tax rebates, tax estimates, and homestead applications; assist in the defense of challenged assessments at the local board of review, working closely with Washington County in the event of a Tax Court appeal (collectively, the “Services”), and such other tasks and responsibilities which are mutually agreed to relate to the Services as requested by the City from time to time. Assessor shall perform such Services in a professional, timely and workmanlike manner.

2.0 Independent Contractor Relationship. It is the intention of the Parties to establish by this Agreement an independent contractor relationship. Assessor is an independent contractor and is not an employee, partner, or joint venture of the City for any purpose. Assessor shall have no authority to bind the City or enter into any contract, obligation, or agreement on the City’s behalf except with the City’s written permission. The City and Assessor acknowledge that Assessor shall not be subject to the provisions of any employee handbook, personnel policy, procedure manual, rules or regulations applicable to employees of the City. Assessor is not entitled to receive, and hereby waives the right to participate in, any employer-paid or employer-sponsored employee welfare, retirement, and/or pension benefits of the City, including but not limited to, paid time off, paid vacation, paid sick leave, health insurance, dental insurance, retirement contributions, 401(k), etc. Assessor shall fulfill Assessor’s responsibility independent of, and without supervisory control by, the City and shall utilize his independent professional judgment in rendering services under this Agreement; provided, however, that the City shall be entitled to

exercise broad general powers of supervision and control over the results of work performed by Assessor to ensure satisfactory performance.

3.0 Compensation. The Assessor shall be compensated for the Services provided in this Agreement. Each Assessment Year during the Term, the City shall pay to the Assessor an annual fee in the amount of Twenty Thousand Four Hundred Dollars and 00/100 (\$20,400.00) (the "Assessor's Fee"). The Assessor's Fee shall be paid in monthly installments of One Thousand and Seven Hundred Dollars (\$1,700.00) commencing on June 10, 2018 and on the tenth day of each month thereafter. Such monthly payment shall compensate Assessor for the Services provided for the immediately preceding month. The Assessor shall provide the City an invoice for each month of Services, which shall include a brief summary of the work performed during the previous month.

4.0 Taxation. The City will issue to Assessor an IRS Form 1099 at the end of each calendar year for all payments provided to Assessor under this Agreement. The City shall not, and shall not be obligated to, withhold or contribute any payroll, federal, state, and/or local income taxes with respect to such payments. Assessor shall properly report all income received under this Agreement to the appropriate taxing authorities as required by applicable law and shall be solely responsible for paying, and hereby agrees to pay, all federal, state, and local income taxes, payroll taxes, self-employment taxes, and all other taxes and assessments with respect to all payments received by Assessor under this Agreement. Assessor shall indemnify and hold the City harmless from and against all taxes, penalties, assessments, fines, audits, liability, claims, damages, and other expenses, including reasonable attorney's fees and costs, asserted against or incurred by the City due to Assessor's failure to report or pay any taxes due and owing on account of Assessor's receipt of payments under this Agreement. Assessor reserves, at his sole discretion, the right to assign payments due under this Agreement to another entity or third party. The covenants of this Section survive the termination or expiration of this Agreement for any reason.

5.0 Workers' Compensation Insurance; Errors and Omissions Insurance. Assessor understands that the City will not provide workers' compensation coverage for injury, death, disease, or occupational injury suffered by Assessor while performing the Services under this Agreement. Assessor shall be responsible for obtaining any required workers' compensation insurance coverage for Assessor. Assessor agrees to indemnify, hold harmless, and protect the City and its shareholders, owners, officers, directors, employees, and insurers, and their successors and assigns, from and against any and all damages, liability, attorney's fees, and costs arising from or related to any injury, death, disease, or occupational injury suffered by Assessor or his agents or employees, except to the extent caused by the grossly negligent, intentional, willful, or wanton acts of the City.

Assessor shall obtain or otherwise maintain existing errors and omissions/malpractice insurance at all times during the Term of this Agreement. The insurance shall contain a coverage amount adequate, in the reasonable opinion of the City, to protect the City from any potential liability. Assessor shall provide a copy of his errors and omissions policy to the City as of the effective date of this Agreement. The covenants of this Section survive the termination or expiration of this Agreement for any reason.

6.0 Discretion and Judgment. The City is relying upon Assessor's education, experience, skill, and wisdom in determining how to complete the Services under this Agreement. Assessor shall use Assessor's independent judgment and discretion in the performance of the Services under this Agreement.

7.0 Warranty. Assessor warrants that Assessor will perform the Services hereunder using Assessor's best efforts, in compliance with applicable laws and industry standards, and that to the best of Assessor's knowledge, Assessor's entering into this Agreement or performance of the Services called for by this Agreement does not and shall not violate any applicable law, rule, or regulation, or any contracts with or obligations to third parties. The covenants of this Section survive the termination or expiration of this Agreement for any reason.

8.0 Confidentiality. Assessor shall not alter, damage, destroy, delete, disable, conceal, corrupt, remove, download, reverse-engineer, transfer, transmit, disclose, disseminate, share, sell, use, transfer, disclose or give away any Confidential Information, except in the performance of the Services under this Agreement or as required by any applicable law or court order. Assessor shall return any and all such materials to the City immediately upon the request of the City and immediately upon termination of this Agreement. The covenants of this Section survive the termination or expiration of this Agreement for any reason. For purposes of this Agreement, "Confidential Information" shall mean all non-public information related to or obtained in connection with Services.

9.0 Indemnification by Assessor. Assessor agrees to protect, defend, indemnify and hold harmless the City from and against any and all claims, proceedings, and investigations, and all loss, costs, damages, liability and expenses (including court costs and reasonable attorney's fees) arising out of any negligent, grossly negligent, willful misconduct, or wanton actions of Assessor or his agents or employees, or arising out of any breach or violation of this Agreement by Assessor. The obligation of Assessor arising under this Section during the term of this Agreement shall survive its expiration or termination.

10.0 Early Termination. The term of this Agreement shall be as provided in Section 1.0 of this Agreement. City or Assessor may earlier terminate this Agreement for any reason upon the delivery of ninety (90) days written notice to the other. If this Agreement is terminated in accordance with this provision, City shall be obligated to pay only the outstanding fees and expenses due and owing through the effective date of termination, prorated daily for any partial Assessment Years.

11.0 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision contained in this Agreement, or the application thereof, shall be held invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or this Agreement.

12.0 Entire Agreement. This Agreement and the Exhibit attached herein represents the entire agreement of the Parties regarding its subject matter and supersedes any prior verbal or written agreements, commitments, or communications regarding the same. The terms and

provisions of this Agreement may not be changed, waived, altered or amended except in a written agreement signed by both Parties.

13.0 Governing Law and Venue. The performance, construction, and interpretation of this Agreement and all disputes between the Parties that arise out of this Agreement or occur during the term of this Agreement shall be governed and construed in all respects by the laws of the State of Minnesota, without regard to its conflicts of law principles. The Parties acknowledge and agree that any disputes or litigation between the parties shall be brought exclusively in the state court situated in the County of Washington, State of Minnesota. The Parties agree that such courts are a convenient forum for the resolution of such disputes and waive the right to seek a change of venue to any different court or forum.

14.0 Assignment. Assessor may not transfer or assign Assessor's rights or obligations contained in this Agreement unless approved in writing by the City, nor may Assessor subcontract for Services which Assessor is to provide pursuant to this Agreement, without prior written notification to the City. Any individual employed or subcontracted by Assessor for performance of Services will hold appropriate licensure as required by the Minnesota State Board of Assessors.

15.0 Ancillary Agreements. Termination of this Agreement shall have no impact or effect upon any other agreement entered into by City and Assessor or its affiliates.

16.0 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Parties have executed this Assessment Agreement as of the date first set forth above.

ASSESSOR:

PAUSZEK, INC.

PATRICK A. POSHEK

CITY:

CITY OF SCANDIA

APPROVED AS TO FORM:

By: _____
Scandia City Attorney Date

By: _____
Its: Mayor Date

By: _____
Its: City Administrator Date

**CITY OF BIRCHWOOD VILLAGE
STATE OF MINNESOTA**

RESOLUTION 2019-24

**A RESOLUTION SETTING A WATER UTILITY METER UPGRADE FEE
FOR THE CITY OF BIRCHWOOD VILLAGE**

WHEREAS, the City of Birchwood Village held a public hearing at the November 12, 2019 City Council meeting to receive input from residents regarding a water utility meter upgrade fee; and

WHEREAS, the water utility meter upgrade fee would allow for the City of Birchwood Village to cover expected expenditures related to water meter upgrades; and

WHEREAS, the water utility meter upgrade fee will be \$25 per water utility account per quarter.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Birchwood Village approves the water utility meter upgrade fee for the City of Birchwood Village.

Adopted this 12th day of November, 2019.

Mary Wingfield, Mayor

Attest:

Tobin Lay
City Administrator-Clerk

ORDINANCE 2019-03-01

CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTAAN ORDINANCE AMENDING PERMIT REQUIREMENTS
AND STANDARDS IN CITY CODE

The City Council of the City of Birchwood Village hereby ordains that Section 301 (Zoning Code: General Provisions) of the Municipal Code of the City of Birchwood Village is hereby amended as follows:

SECTION 301. ZONING CODE: GENERAL PROVISIONS

...

301.055. PERMIT REQUIREMENTS. Unless otherwise specifically provided, the following are required for both demolition permits and building all activity in the City that requires a building permit to be issued to conduct the activity that in the discretion of the City Administrator and/or Building Official has the potential to impact any public ROW or property:

1. Certificate of insurance; coverage. If the applicant is a licensed contractor or is being used using a licensed contractor in conjunction with a permit under this section they 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.

C. The minimum insurance coverage must be maintained until six months after the demolition project 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.** If the applicant is the homeowner, they must furnish the city a cash escrow as determined by set forth in Chapter Section 701 of the City Code, the City Administrator and/or Building Official. A single escrow is required for either or 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 initially in Section 701. The cash escrow must remain in place until the work under the permit for which the escrow was made has been completed.

A. The cash escrow amount will be required at the time of application fees and the application is received by the City. This charge will be used to cover additional staff time required and the cost of repair for any damage to City infrastructure or resources.

B. Unused cash escrow will be returned to the applicant upon completion of the project.

C. The applicant will be responsible for damages or costs in excess of the cash escrow, if applicable.

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 and any other public property that may be impacted by the permitted activity.

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

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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.

301.060. PERMIT STANDARDS. For ~~both demolition permits and building~~ these permits.

A. The permit holder must otherwise comply with the ~~state building code, state statutes and this Code~~ requirements of Section 203 as it relates to Building Regulations.

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. Off-street and off-site parking for on-site workers is required to the extent practicable.

City Parks and Open Spaces shall not be used for parking vehicles or staging of any materials or equipment.

Any violation shall be prosecuted as a misdemeanor offense.

Police officers, community service officers, and City Staff 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 sweep streets and boulevard areas and keep 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. All materials related to the project must be stockpiled in appropriate areas on-site. 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 street or public space and must remove any trash or debris that washed or was deposited on any adjacent property.

G. Deliveries of materials that need to be unloaded from a truck and transported to the project site will be done so with care and consideration of the pavement surface. Protection from a tractor or forklift consist of plywood or boards laid out

to protect the pavement and removed after the load has been transferred. This also applies to trailers parked temporarily on roads or streets to unload equipment.

~~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.~~

301.~~055~~065. PROVISION FOR VARIANCES. Where enforcement of the strict provisions of the Zoning Code would cause undue hardship a variance may be granted to allow deviation from the requirements, in accordance with Minnesota Statutes, Chapter 462. (See Section 304. VARIANCES AND APPEALS.)

...

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 8th day of October, 2019

Attest:

Mary Wingfield
Mayor

Tobin Lay
City Administrator-Clerk

CITY OF BIRCHWOOD VILLAGE FEE SCHEDULE

~~FOR PERMITS AND ADDITIONAL CHARGES FOR ESCROWS FOR DAMAGE AMOUNTS/DAMAGE DEPOSITS~~

~~An escrow amount (damage deposit) will be required at the time of application fees and the application is received by the City. This charge will be used to cover additional staff time required and the cost of repair for any damage to city infrastructure or resources.~~

Subdivision	\$7000
Lot Split	n/a
Variance	\$3000
Conditional Use Permit (amended and new)	\$3000
Park and easement rental	\$1000
All other Land uses* (Including building, driveway, gGrading, fence and, retaining wall pPermits)	\$3000

~~*Unless specifically exempted by the City Administrator and/or Building Official pursuant to Chapter 301.055.~~

~~Unused escrow and/or damage deposits will be returned to the Applicant upon completion of the project~~

~~The Applicant will be responsible for damages or costs in excess of the escrow or damage deposit, if applicable.~~

RESOLUTION 2019-09

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

**A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE
NO. 2019-03-01, AN ORDINANCE AMENDING THE CITY'S CODE SECTION 301 TO
PROVIDE FOR THE USE OF ESCROWED FUNDS TO MAINTAIN THE SAFE USE
AND MAINTENANCE OF THE CITY PUBLIC RIGHT-OF-WAYS IN THE EVENT OF
DAMAGE**

WHEREAS, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City has adopted Ordinance No. 2019-03-01, which amends City Code Section 301 Zoning Code: General Provisions; and

WHEREAS, the new ordinance is lengthy and would be costly for the City to publish in its entirety as required by law for the adoption of an ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Birchwood Village, Minnesota, as follows:

1. Because the terms of Ordinance 2019-03-01 are lengthy, the City may publish the attached summary of the Ordinance as allowed by statute, and need not publish the entire ordinance. The attached summary clearly informs the public of the intent and effect of the Ordinance. Summary publication has been approved by at least a 4/5 vote of the City Council.
2. The effective date of the Ordinance amendments shall be upon their publication by summary as required by law.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 12th day of November, 2019.

Mary Wingfield, Mayor

Attest:

Tobin Lay, City Administrator-Clerk

Please be advised that the City of Birchwood has duly-passed the following ORDINANCE:

TO ENACT AN AMENDED SECTION OF THE BIRCHWOOD VILLAGE CODE OF ORDINANCES TO ADMINISTER AND REGULATE THE USE OF THE CITY PUBLIC RIGHT-OF-WAYS PURSUANT TO SECTION 301 OF THE CITY CODE THROUGH ORDINANCE 2019-03-01, WHICH IS IN THE PUBLIC INTEREST, TO PROVIDE FOR THE USE OF ESCROWED FUNDS TO MAINTAIN THE SAFE USE AND MAINTENANCE IN THE EVENT OF DAMAGE.

The following is a SUMMARY of the Ordinance:

On November 12, 2019 the City adopted an Ordinance to provide for the management of its roads and other public right of ways by requiring activities that may result in damage to said areas be protected by the securing of an escrow to protect the City from loss. The Ordinance describes the activities that require escrow and the process by which escrows are setup and released.

PLEASE BE ADVISED, this is not the full text of the Ordinance passed and the published material is only a summary. The full text is available for public inspection at the City of Birchwood, 207 Birchwood Avenue, Birchwood, Minnesota 55110 or delivered upon request electronically or by U.S. Mail.

Summary complies with Minn. Stat. §§ 331A.05 subd. 8. & 412.191 subd 4.

ORDINANCE 2019-04-01

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

**AN ORDINANCE AMENDING PERMIT REQUIREMENTS
AND STANDARDS IN CITY BUILDING CODE**

The City Council of the City of Birchwood Village hereby ordains that Chapter 203 (Zoning Code: City Building Regulations) of the Municipal Code of the City of Birchwood Village is hereby amended as follows:

SECTION 203. CITY BUILDING REGULATIONS

203.010. STATE BUILDING CODE ADOPTED. The Minnesota State Building Code, as adopted by the Commissioner of Labor and Industry pursuant to Minnesota Statutes chapter Administration pursuant to Minnesota Statutes Sections 326B.01 through 326B.16, ~~including all optional chapters hereinafter specifically adopted by the City Council and~~ including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry Administration, through the Building Codes and Standards Unit Division, is hereby adopted by reference and incorporated in this ordinance as if fully set out herein with the exception of the optional chapters, unless specifically adopted in this ordinance, and shall be known as the Birchwood Building Code.

203.015. ~~SELF PERPETUATING ORDINANCE.~~

203.020. BUILDING CODE OPTIONAL CHAPTERS. The following optional provisions identified in the most current edition of the State Building Code are hereby adopted and incorporated as part of the building code for Birchwood Village:

~~Chapter 1305, Grading~~ Appendix ~~chapter~~ J of the ~~2012~~2006 International Building Code (Grading).

203.030. APPLICATION, ADMINISTRATION AND ENFORCEMENT. The application, administration, and enforcement of the code shall be in accordance with Minnesota State Building Code. The City Council shall appoint a Minnesota Certified Building Official who shall attend to all aspects of Building Code administration including enforcement within the extraterritorial limits permitted by Minnesota Statutes, 326B.121. The Birchwood Building Code shall be enforced within the incorporated limits of the City.

203.035. EXTERIOR COMPLETION. The exterior finish on all residential dwellings and/or their accessory buildings shall be completed within six months of the date the permit is issued. Refinishing of existing buildings shall be completed within six months of the start of the work. Any owner of a dwelling who does not comply

with this section shall have six months from the date of written notification of such to bring the dwelling to compliance. Tarpaper, unfinished plywood, fiberboard insulation, foam insulation, brown coat or scratch coat of stucco, plastic sheeting and other similar materials not designed to be an exterior finish shall not be considered an acceptable exterior finish. The building official may grant a 90-day extension if there is an unusual hardship, such as bad weather. Further time extensions must be approved by the city council.

203.040.

PERMITS REQUIRED.

1. Required. An owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any gas, mechanical, electrical, plumbing system, or other equipment, the installation of which is regulated by the code; or cause any such work to be done, shall first make application to the building official and obtain the required permit.

2. Work exempt from permit. Exemptions from permit requirements of the code do not authorize work to be done in any manner in violation of the code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

A. Building:

(1) one-story detached accessory structures, used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 144 square feet;

(2) retaining walls that are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or III-A liquids;

(3) water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1;

(4) painting, papering, flooring finishes (non-structural), cabinets, countertops, and similar finish work;

(5) temporary motion picture, television, and theater stage sets and scenery;

(6) prefabricated swimming pools installed entirely above ground accessory to dwelling units constructed to the provisions of the International Residential Code or R-3 occupancies constructed to the

provisions of the International Building Code, which do not exceed both 5,000 gallons in capacity and a 24-inch depth;

(7) window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support, when constructed under the International Residential Code or Group R-3 and Group U occupancies constructed to the provisions of the International Building Code;

(8) movable cases, counters, and partitions not over five feet, nine inches in height;

(9) swings and other playground equipment; and

(10) nominal structures.

B. Electrical: all electrical permits must be obtained through the Minnesota Dept. of Labor & Industry.

3. Emergency repairs. If equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted to the building official within the next working business day.

4. Repairs. Application or notice to the building official is not required for ordinary repairs to structures. The repairs shall not include the opening or removal of any wall, partition, or portion of a wall or partition, the removal or cutting of any structural beam or load bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement, or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring, or mechanical or other work affecting public health or general safety.

5. Application for permit. To obtain a permit, the applicant shall file an application in writing on a form furnished by the Department of Building Safety for that purpose. The application shall:

A. identify and describe the work to be covered by the permit for which application is made;

B. describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitely locate the proposed building or work;

C. indicate the use and occupancy for which the proposed work is intended;

D. indicate the type of construction;

- E. be accompanied by construction documents and other information as required by the code including soils investigation reports if any;
 - F. state the valuation of the proposed work;
 - G. be signed by the applicant, or the applicant's authorized agent; and
 - H. give other data and information required by the building official.
- 6. Action on application.** The building official shall examine or cause to be examined applications for permits and amendments within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject the application and notify the applicant of the reasons. The building official shall document the reasons for rejecting the application. The applicant may request written documentation of the rejection and the reasons for the rejection. When the building official is satisfied that the proposed work conforms to the requirements of the code and applicable laws and ordinances, the building official shall issue a permit.
- 7. Time limitation of application.** An application for a permit for any proposed work shall be considered abandoned 180 days after the date of filing, unless the application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
- 8. Validity of permit.** The issuance or granting of a permit or approval of plans, specifications, and computations, shall not be construed to be a permit for any violation of the code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of the code or other ordinances of the jurisdiction are not valid. Any permit issued becomes invalid if the work authorized by the permit is suspended or abandoned for more than 180 days. The 180 days commences the first day the work was suspended or abandoned.
- 9. Expiration.** Every permit issued expires unless the work authorized by the permit is commenced within 180 days after its issuance. The building official shall grant, in writing, extensions of time, for periods not more than 180 days each if the applicant demonstrates justifiable cause for the extension to the building official.
- 10. Suspension or revocation.** The building official may suspend or revoke a permit issued under the code if the permit is issued in error; on the basis of incorrect, inaccurate, or incomplete information; or in violation of any ordinance or regulation or the code.

11. **Information and placement of permit.** The building permit or a copy shall be kept on the site of the work until the completion of the project. Pursuant to Minnesota Statutes, section 15.41, the permit shall specify the name and address of the applicant, and the general contractor, if one exists. All construction permits shall be posted in a conspicuous and accessible place at the premises or site of construction.

12. **Responsibility.** Every person who performs work for the installation or repair of building, structure, electrical, gas, mechanical, or plumbing systems, for which the code is applicable, shall comply with the code. The person, firm, or organization securing the permit is responsible for code compliance for the work being performed.

13. **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.~~

14. **Site Standards.** 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 sweep streets and boulevard areas and keep 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. All materials related to the project must be stockpiled in appropriate areas on-site. ~~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 street or public space and must remove any trash or debris that washed or was deposited on any adjacent property.~~

~~1. No person, firm or corporation shall erect, construct, enlarge, alter, repair, move, improve, convert, or demolish any building or structure in the City or cause the same to be done, without first obtaining from the city a separate building permit for each such building or structure.~~

~~2. It shall be unlawful for any person, partnership, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, use, occupy or maintain any building or structure in the City of Birchwood Village or cause the same to be done contrary to, or in violation of any of the provisions of this Code. Any person, partnership, firm or corporation violating any~~

~~of the provisions of this Code shall be guilty of a misdemeanor, and shall be guilty of a separate offense for each and every day, or portion thereof, during which any violation of the provisions of this Code is committed, continued or permitted.~~

203.050. PERMIT FEES. The city is authorized pursuant to Minnesota Statutes, section 326B.~~42+151 and 326B.153~~, and ~~the Minnesota State Building Code~~, Minnesota Administrative Rules part 1300.0160, to establish fees for the consideration and issuance of building permits under the Birchwood Building Code.

1. PERMIT FEES. The City shall establish appropriate permit fees for the various activities conducted under the Birchwood Building Code in accordance with the fee schedule as set forth in Chapter 701 by resolution and promulgate such fees in a fee schedule. In addition, a surcharge fee shall be collected on all permits issued for work governed by the Birchwood Building Code in accordance with Minnesota statute 326B.148.
2. VALUATION. The Chart of Estimated Construction Cost as annually provided by the Minnesota Department of Labor and Industry~~Administration~~ State Building Codes and Standards Unit~~Division~~ shall be utilized~~used~~ to compute building valuations for the purposes of establishing the appropriate permit fee. Permit valuation shall include total value of all construction work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. Permit fees for prefabricated structures shall be based on a valuation of on-site work only.

203.060. PERFORMANCE STANDARDS FOR ALL PERMITTING IN THE CITY. Unless exempted by 203.040 or otherwise advised by the City Administrator or Building Official, the following are required for all activity in the City that requires a building permit to be issued to conduct the activity.

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.~~

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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.

C. The minimum insurance coverage must be maintained until one year 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. 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).~~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).~~

3. 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

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~~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.~~

~~**4. 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.~~

~~**5. 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 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.~~**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.~~

~~6. Permit standards.~~

- ~~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.~~
 - ~~(i) Parking is allowed on local streets if a 12-foot wide area is open for the traveled portion of the road. Off-street and off-site parking for on-site workers is required to the extent practicable.~~

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(ii) City Parks and Open Spaces shall not be used for parking vehicles or staging materials or equipment.

(iii) Police officers, community service officers, and City Staff 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 sweep streets and boulevard areas and keep 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. All materials related to the project must be stockpiled in appropriate areas on site. 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 street or public space 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.G. 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.

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

203.070. VIOLATIONS AND PENALTIES. A violation of this code is a misdemeanor.

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 November, 2019

Attest:

Mary Wingfield
Mayor

Tobin Lay
City Administrator-Clerk