



AGENDA OF THE
REGULAR MEETING OF THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
207 BIRCHWOOD AVENUE
WASHINGTON COUNTY, MINNESOTA
August 13, 2013
7:00 P.M.

CALL TO ORDER (Roll Call for attendance)

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

OPEN PUBLIC FORUM

1. CITY BUSINESS – CONSENT AGENDA

- A. Approval of June 11, 2013 Regular Meeting FULL Minutes (see exhibit)
- B. Approval of July 9, 2013 Regular Meeting Minutes (see exhibit)
- C. Approval of July 17, 2013 Special Meeting Minutes (see exhibit)
- D. Approval of August 5, 2013 Special Meeting Minutes (see exhibit)
- E. Approve ISD#624 Election to be held at Birchwood Village Hall November 5, 2013
- F. Approve Mayor & Clerk to sign REVISED Yard Works mowing contract. (see exhibit)
- G. Accept private donations for Warming House (Fund #225).
- H. Accept resignation of Park & Open Space Committee members Bea Krinke, Jim Ecker and announce vacancy
- I. Accept renewal term of Katie Cavenor, Karleen Corliss and John McCormick.

CITY BUSINESS – REGULAR AGENDA

- 2. XCEL GOVERNMENT BUSINESS REPRESENTATIVE – Colleen Jurek
- 3. CERTIFIED WATER OPERATOR - John Manship
 - a. HYDRANT REPORT
 - b. INVENTORY UPDATE
 - c. CITY MAPS – provided for Manship
- 4. Planning Commission Items –
 - a. Amended Structure Ordinance Code Section 300.010(51) and 302.020(4)
Public Hearing
Hear public comments and
Planning Commission recommendation to City Council July, 2013 for approval of Ordinance #2013-07
Close Public Hearing
 - b. Proposed Ordinance for Chickens Code Section 605.028
Public Hearing
Hear public comments
Close Public Hearing

5. **COUNCIL ACTION ON ORDINANCES PRESENTED**
 - Approve Amendment of 300.101(51) and 302.020(4) Structure and Nominal Structure
 - Adopt Code 605.028 Chickens
 - Direct publication &/or draft Summary Publication of ordinances if approved.
6. **ACCEPTANCE OF TREASURERS REPORT AND APPROVAL OF DISBURSEMENTS (see exhibit)**
7. **TREE REMOVAL 600 WILDWOOD (Highland Easement) – (Donovan/Wingfield)**
8. **UPDATE - WCSO LAW ENFORCEMENT (LaFoy-Donovan – estimate exhibit)**
9. **PERSONNEL LIAISON UPDATE (Donovan-LaFoy)**
 1. Shared Service Agreement with St. Anthony Village
 2. Resolution 2013-15 Approving Shared Service with St. Anthony Village
 3. Resolution 2013-16 Appointing Barbara J Suci as City Clerk and Charles Yunker as City Treasurer
10. **RESIDENT REQUEST FOR REIMBURSEMENT OF WATER CURB STOP REPAIR**
 4. Farnam Invoice (*provided*)
11. **PARK AND OPEN SPACE COMMITTEE RECOMMENDATION TO MAINTAIN UP TO 9 MEMBERS**
 - Minutes from Park Committee (*provided*)
12. **CODE RED – Update and Sign on (LaFoy)**
13. **BUDGET WORKSESSION UPDATE – MEETING August 5, 2013 (Wingfield/Hullsiek)**
14. **GARAGE RENTAL – TERM EXPIRES OCTOBER 31, 2013**
15. **RENTAL UNIT ORDINANCE Proposed – (Wingfield – exhibit)**
Public Hearing for September meeting
16. **HOUSING CODE ORDINANCE Proposed – (Wingfield – exhibit same as above)**
Public Hearing for September meeting
17. **September Meeting & NEWSLETTER ITEMS for**
 - Traffic Calming option for Hall/Cedar (reduce speed/stop signs)
 - 2014 Preliminary Budget
 - Leaf Vacuuming (notice to residents via newsletter)
 - Snow Plowing – yard scuffs, residents mark with posts at curb for plow to stay away from grass (newsletter item)

ADJOURN



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

To: Mayor and City Councilmembers

From: Cindie J Reiter, Interim City Clerk

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

White Bear Press Publication

- RE-published PHN for Council to conduct Public Hearing Ordinance for Structure & Nominal Structure 6/19/13
- Error of publication 605.028 Chickens for PHN. State statute allows for public hearing to be held as notice is posted and published on August 7, 2013

XCEL Energy Saver Switch

- Condenser unit cleared of debris and cleaned by Boiler Exxperts – no labor charge. Switch installed late July. Saving \$5/mo per ton June thru September (2 ton unit confirmed by Hunt Electric).

Birchwood Dock Assn members – Boat Slip Permit Fee

- All fees due for 2013 have been submitted except one. Outstanding fee permit holder issued promise to pay August 14th.

Office Updates

- Added Cable rebroadcast times - Sunday 7pm and Monday 7 pm
- Review of Locates notification to John Manship (City Clerk) Notifications now direct to Manship. Audits do NOT drive a fee to the city.
- Paper Towel and TP mechanical holders – key found and supplies ordered
- Reviewed City maps with Manship - those needed for sewer/water locates were enlarged for print copy and provided to Manship.
- TSE, Inc. conducted an extensive cleaning of city hall July 30, 2013 (invoice to follow)

Street Signage - Striping:

- Signs ordered and placed by KEJ – included in KEJ invoice.
- Mark Anderson noted striping to be complete shortly, some placement lines have been put on pavement.

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

- Complaint or concern calls relayed to Mark Anderson for lack of signage, visibility, no advance notice. Mark to address or resolve.

WBL School District Election November 5, 2013

- Three Birchwood Judges has signed up.

Special City Council Meetings held (no broadcasts)

- Wednesday July 17, 2013 Monday
- August 5, 2013 7:00 pm with Budget Committee & Finance Committee

**Birchwood Village
Treasurer's Report
8-8-2013
Council Meeting 8/13/2013**

To: City Council
From: Cindie J Reiter, Treasurer

Financial Report

Attached are the CTAS reports:

The **DISBURSEMENTS REGISTER** is for those claims presented for approval and/or payment this eve. Disbursement Register includes check numbers or EFT identifier. **THE DISBURSEMENT REGISTER is for expenses of period between council meetings (June 10 – August 13, 2013).** Checks issued are #27852DD-27910 (27904 & 27905 VOID) and EFTs for Xcel Sewer LIFT 072013, US Bank Service Charge (SC – if any), PERA071513, PERA073113 , EFT072913 – Debt Service Payment FED072013 and MN072013 payroll taxes.

The **Interim Financial Report** shows the year to date totals for each revenue and expense of each Fund. The report is presented by ACCOUNT code. Fund 100 is the operating fund (General Fund) for which property taxes are levied, and also includes other revenues the city receives. In the **disbursement section** of this report you will find a running total (YTD) and **variance** (remaining balance) of the **full year budgeted** amount for each category of expense. **The Interim Financial Report is provided for 2013 through council meeting date August 13, 2013.**

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

Current Items of Interest-

- **Warming House \$5,088** Expenses YTD
- **Schifsky & Sons – \$13,031** Curb, Rip Rap, Grading, Class 5, added Patching \$9,217 over budget. Stripping invoiced for – not paid as work not yet done (\$4,495).
- **Pearson Brothers \$37,484.80** Seal coat under budget by \$3,897
- **Master Technology Group** - \$1,419 I-Net cabling approved 7/9/2013
- **White Bear Lake PW – \$2,667** Added call out, data fails, power outage - compressor.
- **Elfering – \$400 un-issued.** Documents retrieved by vendor. **Action to VOID check requested.**
- **Manship Plumbing - \$4,240** Hydrant flushing & repair, water sampling.
- **Manship Plumbing - \$480** Locates for water sewer lines.
- **Warming House Donations** - to date \$6400, Grant from Schwab to be received.
- **LMCIT insurance renewal** - \$6,138 invoices received (June effective date) Agent presented review of policy premium, noted savings of \$1257 on Work Comp due to vendors supplying their own WC coverage

Please call/email with any questions.

Cindie J Reiter. Birchwood City Treasurer

Yardworks

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

Grounds Maintenance Specifications Prepared for:

City of Birchwood Parks and Easements

AGREEMENT

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

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

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

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

SCOPE OF WORK

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

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

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

TERM

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

CONTRACT PRICE AND PAYMENT PROCEDURE

Contractor shall bill the Customer monthly for services it has performed that month and the Customer shall pay the Contractor in full within 35 days, except as otherwise provided herein. Should the Customer fail to pay the Contractor in full upon demand when due, the Contractor shall be entitled to receive, in addition to the payment due, interest thereon at the rate of one and one half-percent(1.5%) per month. Interest shall be computed beginning fifteen days after the date payment is due.

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

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

Date _____

Yardworks Lawncare and Maintenance

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

Signed Customer



Jeff Lesfeld, Owner

Exhibit A

Summer care

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

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

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

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

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

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

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

The customer agrees to pay services described above at the rate of \$1153.57 per month (Payment shall be due 35 days following invoice.)

PRICES DO NOT INCLUDE SALES TAX

Notes and adjustments

Customer

Date


Jeff Isfeld, Owner

RESOLUTION 2013-14

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

**A RESOLUTION ACCEPTING A DONATION OF FOR
THE WARMING HOUSE FACILITY**

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Birchwood Village that:

The City Council accepts donations for a total of \$6,400 per the list attached listed to help defray the cost of the proposed warming house facility.

I certify that the City of Birchwood Village adopted the above Resolution on this 13th day of August, 2013.

Mary Wingfield, Mayor

ATTEST:

Cindie J Reiter
Interim city Clerk

CITY OF BIRCHWOOD VILLAGE
COUNTY OF WASHINGTON
STATE OF MINNESOTA

Ordinance No. 2013-08-01

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

THE COUNCIL OF THE CITY OF BIRCHWOOD VILLAGE ORDAINS:

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

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

302.020 STRUCTURE LOCATION REQUIREMENTS

1.-3. [text unchanged]

4. SETBACK REQUIREMENTS EXCEPTIONS.

a. [text unchanged]

b. [text unchanged]

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

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

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this 13th of August, 2013

Ayes _____

Nays _____

Attest: _____ Mayor

Mary Wingfield

Attest: _____, Interim City Clerk

Cindie J Reiter

605.010 Definitions. As used in this Chapter, except as otherwise provided, the following terms shall have the respective meanings ascribed to them:

(1) Animals

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

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

605.028 CHICKENS

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

- (a) A maximum of six (6) hen chickens or pullets are permitted.
- (b) Roosters are prohibited.
- (c) The butchering of chickens is prohibited.

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

- (i) All chicken coops must have a minimum size of three (3) square feet per chicken, a maximum size of forty (40) square feet, and must not exceed six (6) feet in total height.
- (ii) Chicken coops must be elevated a minimum of twelve (12) inches and a maximum of twenty-four (24) inches to allow for circulation beneath the coop.

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

- (i) fencing must not exceed six (6) feet in height and must be built according to the zoning code.
- (ii) Chickens are restricted to the rear yard.
- (iii) Chicken runs may be enclosed with wood and/or woven wire materials, or any other material so long as the chickens cannot escape through the fencing.

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

(g) Manure Removal. All containment areas and shelters shall be maintained in a clean, sanitary, and odor free environment and shall be free from the presence of rodents or vermin at all times. Organic matter shall not be allowed to accumulate for more than one (1) week at a time. However, organic matter shall be removed more often than one (1) time per week if it is necessary to eliminate any odors that constitute a nuisance.

(h) Chickens shall not be raised or kept for fighting.

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

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

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

(ii) Upon completion of the application form, receipt of the license fee, the City Clerk shall cause a license to be issued to the applicant.

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

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

605.111 Repeal and replace with: Except as otherwise provided, no person shall keep or permit any horse, hog, mule, sheep goat or other farm animal or any other fowl, including emus or pigeons, upon any lot or property within the city of Birchwood Village.

605.135. REVOCATION

(1) An animal permit or license may be revoked if:

(a) The person holding the permit or license refuses or fails to comply with the provisions of this Chapter, any other regulations promulgated by the City or any state or local law governing cruelty to animals or the keeping of animals.

(b) An owner fails to provide the animal with necessary food, water, shelter,

veterinary care and humane care and treatment.

(c) An owner overdrives, overloads, overworks, tortures, ill-treats, torments, neglects, or unjustifiably injures, maims, mutilates or cruelly works an animal when unfit for labor, or otherwise abuses any animal.

(d) An owner causes or permits any dog fight, cock fight, or other combat between animals or between animals and humans.

(e) An owner violates the terms of this Chapter three (3) times within a one (1) year period.

(2) Any person whose permit or license is revoked shall, within fifteen (15) days, remove such animal(s) permanently from the City or humanely dispose of the animal(s) cited in the violation as being owned, kept or harbored by such person and no part of the permit or license fee shall be refunded,

In addition, the owner may be subject to court action under this Code, State Statutes and local laws

for any of the actions cited above.

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

606. PUBLIC NUISANCES.

(10) Maintains or permits a condition that unreasonably annoys, injures or endangers the safety health, comfort, or repose of any considerable number of members of the public.

Cities of Mahtomedi, Dellwood, Willernie, Birchwood - 2014 Estimated Budget

Police Contract
5.0 FTE Deputies

WAGES

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

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

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

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

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

BENEFITS

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

CREDITS

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

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

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

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

Average Annual Mileage	86,276	<u>\$49,608.70</u>
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Total Annual Contract Cost		<u><u>\$569,493.95</u></u>
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Mahtomedi	75.90%	\$432,245.91
Dellwood	10.50%	\$59,796.87
Willernie	5.00%	\$28,474.70
Birchwood	8.60%	\$48,976.48

**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY
RESOLUTION 2013-15**

**A RESOLUTION APPROVING AN SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF BIRCHWOOD VILLAGE AND THE CITY OF ST. ANTHONY VILLAGE
FOR CITY CLERK AND TREASURER RESPONSIBILITIES**

WHEREAS, Minnesota Statutes section 471.59 authorizes governmental units to enter into intergovernmental agreements; and

WHEREAS, the City of Birchwood Village and the City of St. Anthony Village are both governmental units as defined under Minnesota Statutes section 471.59; and

WHEREAS, the City of Birchwood Village desires to enter a shared services agreement with the City of St. Anthony Village for the responsibilities of City Clerk and Treasurer as described in Exhibit A; and

WHEREAS, the City of St. Anthony Village desires to assist the City of Birchwood Village and has the ability to provide the services to the extent within the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Birchwood Village approve a Shared Services Agreement between the City of Birchwood Village and the City of St. Anthony Village for the City Clerk and Treasurer responsibilities.

Adopted this _____ day of _____, 2013.

Mary Wingfield, Mayor

ATTEST:

Cindie J. Reiter, Interim City Clerk

**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY
RESOLUTION 2013-16**

**A RESOLUTION APPOINTING BARBARA J. SUCIU AS CITY CLERK AND
CHARLES YUNKER AS TREASURER FOR AN INTERIM PERIOD OF
AUGUST 13, 2013 THRU NOVEMBER 11, 2013**

WHEREAS, the City of Birchwood Village has entered into a Shared Services Agreement with the City of St. Anthony Village for their City Clerk and Treasurer responsibilities ("Shared Services Agreement"); and

WHEREAS, the City of Birchwood Village appoints Barbara J. Suciou as City Clerk and Charles Yunker as Treasurer per the terms of the Shared Services Agreement and for the interim period of August 13, 2013 thru November 11, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Birchwood Village appoint Barbara J. Suciou as City Clerk and Charles Yunker as Treasurer for an interim period of August 13, 2013 thru November 11, 2013.

Adopted this _____ day of _____, 2013.

Mary Wingfield, Mayor

ATTEST:

Cindie J. Reiter, Interim City Clerk

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this "Agreement"), dated August 13, 2013, by and between the City of Saint Anthony Village, Minnesota, a Minnesota statutory city ("Saint Anthony"), and the City of Birchwood Village, Minnesota, a Minnesota statutory city (Birchwood) (collectively, the "Parties").

RECITALS

WHEREAS, Minnesota Statutes section 471.59 authorizes governmental units to enter into intergovernmental agreements to provide services or perform functions on its behalf, provided that the services or functions are those which the providing governmental unit is authorized to provide for itself;

WHEREAS, Saint Anthony and Birchwood are both governmental units as defined under Minnesota Statutes section 471.59;

WHEREAS, Birchwood desires to contract with Saint Anthony for the provision of a certain set of financial services as described in Exhibit A attached hereto (the "Services");

WHEREAS, Saint Anthony is authorized to provide and currently provides to its citizens the Services which Birchwood seeks, and employs a full-time staff to provide these Services; and

WHEREAS, Saint Anthony desires to assist Birchwood and has the ability to provide the Services to Birchwood to the extent and on the terms provided within this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services.

Saint Anthony will provide a certain set of financial and administrative services as described in Exhibit A and Exhibit B attached hereto (the "Services"), and shall devote time and labor to Birchwood consistent with the hours outlined in Exhibit B. Saint Anthony's staff shall maintain office hours at Birchwood's city hall during normal business hours totaling at least 8 hours per week to ensure provision of in-person services to Birchwood's residents. Birchwood agrees to provide to Saint Anthony the information necessary to perform the Services well enough in advance to enable Saint Anthony to carry out its tasks during normal working hours. Saint Anthony shall not be liable for timeliness, inaccuracy, and/or incomplete information provided by Birchwood and the consequences resulting therefrom. Birchwood agrees to sign any releases necessary for Saint Anthony to perform the Services.

2. Fees.

In consideration of the Services provided by Saint Anthony to Birchwood pursuant to this Agreement, Birchwood shall pay Saint Anthony fees as set forth in Exhibit B attached hereto.

3. Performance Standards.

3.1 Application of Birchwood Enactments. In providing Services on behalf of Birchwood, Saint Anthony staff shall consult and enforce Birchwood ordinances, codes, fee schedules, and resolutions.

3.2 Coordination with Birchwood Consultants. In providing Services on behalf of Birchwood, Saint Anthony staff shall coordinate with and refer issues to Birchwood's appointed attorneys, engineers, planners, and other consultants.

3.3 Designated Representative. The only designated representative of Birchwood authorized to act as liaison for Saint Anthony staff needing to coordinate Services with Birchwood consultants or otherwise provide the Services under this Agreement is [_____].

4. Term and Termination.

The term of this Agreement shall be for ninety (90) days from the date last executed ("Interim Period"). Within sixty (60) days after execution, Saint Anthony will provide a proposal for continued service options beyond the Interim Period. Any party hereto may terminate this Agreement upon thirty (30) days written notice to the other.

5. Appointment.

Appointment of an individual to the office of Birchwood City Clerk or Birchwood City Treasurer in order for the individual to perform the Services shall be accomplished pursuant to applicable law and procedure.

6. Not to Be Construed as Employment Agreement.

This Agreement shall provide access only to those employees of Saint Anthony identified in Exhibit B attached hereto. Any employee of Saint Anthony, who assists in performing the Services for Birchwood, whether or not that individual is appointed pursuant to Section 5 of this Agreement, shall remain solely an employee of Saint Anthony and not an employee of Birchwood. Nothing contained in this Agreement can or shall be interpreted as an employment relationship between Saint Anthony and Birchwood. All relationships created by this Agreement run between Saint Anthony and Birchwood, as two separate governmental units, and not between or among any individual persons. Appointments made by Birchwood under Section 5 of this Agreement do not create any additional employment guarantees by either Saint Anthony or Birchwood, and no property or other due process rights are created as a result of the appointment. Any communication between Saint Anthony staff and Birchwood staff in

the course of providing Services, including but not limited to communications with Birchwood consultants and liaison contemplated under Section 3 of this Agreement, shall not be interpreted as the exertion of control over Saint Anthony staff to create any employment or similar relationship.

Staff of Saint Anthony shall not be entitled to vacation pay, sick pay, holiday pay, overtime pay, worker's compensation coverage, or any other benefits payable by Birchwood that may be afforded to employees of Birchwood.

7. Property.

No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this Agreement. Any and all documents, records, files, tables, charts, maps, audio recordings, video recordings, processes, procedures, or other physical or intellectual property, whether in hard copy or electronic format, created by Saint Anthony staff while providing services for or on behalf of Birchwood pursuant to this Agreement shall be the sole property of Birchwood.

8. Non-Exclusivity.

This Agreement is non-exclusive between Saint Anthony and Birchwood. Saint Anthony and Birchwood have the right to enter into similar agreements with other entities.

9. Indemnification and Insurance.

9.1 Saint Anthony and Birchwood each agrees to and shall defend, indemnify, and hold harmless the other Party, its official, officers, agents, and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying Party's acts, omissions, or performance under this Agreement. It is the intent of the Parties that each Party be responsible for its own actions occurring under this Agreement. Under no circumstances, however, shall an indemnifying Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for each Party may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.

9.2 Each Party agrees that a Party subject to Minnesota Statutes Chapter 466 will maintain insurance in an amount consistent with Minnesota Statutes Chapter 466. Saint Anthony shall maintain worker's compensation insurance that affords coverage to its staff while performing any and all Services for Birchwood under this Agreement.

9.3 This section shall survive termination of this Agreement.

10. Waivers, Amendments, and Modifications.

The Parties may mutually waive, amend, or modify parts of this Agreement, but such waivers, amendments, or modifications shall not be binding unless they are in writing and signed by personnel authorized to bind the Parties. Waiver of breach of any term of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. Venue.

This Agreement will be governed by the laws of the State of Minnesota, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Minnesota.

12. Severability.

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition, or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

13. Integration and Merger.

This document embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, whether oral or written, between the Parties. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

14. Assignment.

Neither Saint Anthony nor Birchwood will assign or transfer any rights or interest in this Agreement.

15. Third Parties.

This Agreement is between Saint Anthony and Birchwood as the only parties, and no provision of this Agreement shall in anyway inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

16. Notices.

Required notices to Birchwood shall be in writing and shall either be hand delivered to Cindie Reiter, City Clerk-Coordinator, or mailed (postage prepaid), faxed, or e-mailed if the parties agree, to Cindie Reiter, City Clerk-Coordinator at the following address:

City of Birchwood Village
207 Birchwood Avenue
Birchwood, MN 55110
(E-mail) bwclerk@comcast.net

Notices to Saint Anthony shall be in writing and shall either be hand delivered to Shelly Rueckert, Finance Director, or mailed (postage prepaid), faxed, or e-mailed if the parties agree, at the following address:

Saint Anthony Village
3301 Silver Lake Road
St. Anthony, Minnesota 55418
(E-mail) mark.casey@ci.saint-anthony.mn.us

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**CITY OF SAINT ANTHONY
VILLAGE**

a Minnesota statutory city

By:

Jerome O. Faust
Its: Mayor

ATTEST:

By:

Mark Casey
Its: City Manager

CITY OF BIRCHWOOD VILLAGE

a Minnesota statutory city

By:

Mary Wingfield
Its: Mayor

ATTEST:

By:

Cindie Reiter
Its: Interim City Clerk-Coordinator

EXHIBIT A

Scope of Services

Statutory duties of City Clerk (Minn. Stat. § 412.151)

Statutory duties of City Treasurer (Minn. Stat. § 412.141)

Statutory duties as “Responsible Authority” under the MGDPA (Minn. Stat. Chap. 13)

Duties assigned or delegated to each position by city codes, ordinances, resolutions, procedural manuals, city council directives, or by other Minnesota statutes

Bi-weekly payroll processing and related benefit submissions

Quarterly and Year-end reporting for payroll

Prepare checks based on weekly check requests

Recording tax settlements and other receipts for general ledger purposes

Bank Reconciliations

Monthly listing of receipts and checks

Monthly statement of revenues and expenses

Maintain General Ledger

Manage Annual Audit process

Preparation of work papers for Annual Audit

EXHIBIT B

Fees

Shelly:

Total wage of \$57.83 x 3 hours/week = \$173.49 week x 13 weeks = \$2,255.37

Charlie:

Total wage of \$35.62 x 6 hours/week = \$213.72 week x 13 weeks = \$2,778.36

34 miles X \$0.555/mile = \$18.87 x 13 weeks = \$ 245.31

Barb:

Total wage of \$39.10 x 6 hours/week = \$234.60 week x 13 weeks = \$3,049.80

34 miles X \$0.555/mile = \$18.87 x 13 weeks = \$ 245.31

\$8,574.15

Employee	Rate	PTO	SS	Medicare	PERA	Workers Comp	Hlth/Dent	Life	HSA	Billable Wage
Shelly Rueckert	\$45.06	\$4.68	\$2.79	\$0.65	\$3.27	\$0.27	\$1.10	\$0.01	\$0.00	\$57.83
Charlie Yunker	\$27.73	\$2.38	\$1.72	\$0.40	\$2.01	\$0.27	\$1.10	\$0.01	\$0.00	\$35.62
Barbara Suci	\$28.14	\$2.92	\$1.75	\$0.42	\$2.04	\$0.27	\$2.45	\$0.01	\$1.10	\$39.10

Aug. 1, 2013

RECEIVED
AUG 01 2013

BY: _____

Dear City of Birchwood.....

I am confused. I received a bill from John Manship for fixing of the water pipe shut off valve at my former property at 618 Hall Ave. I was informed twice when I called that this was city property to fix, and that they would take care of it. Per Ken Johnson.

Please advise as to whether or not this is true. I do not believe the cost of this repair is mine.

Ruth Farnan
Former home owner @ 618 Hall Ave.
Birchwood

I can be reached at : 651-341-7293 or rfarnan12@gmail.com

Additional points:

I have never in the 15 years that I lived in Birchwood have been told that the maintenance of this pipe was my responsibility. I do not believe that is the case for any of the other residents of Birchwood. This pipe had been protruding from a garden area on the side of the driveway ever since we purchased the property in 1998. I has protruded out above the ground at least 9 inches, and was probably obscured by the day lilies around it. I was under the impression that it should have been maintained by the city of Birchwood, and should have been flush to the ground. If that had been done, like I am sure it is for other residents, the incident of a private snowplower hitting it or anyone else for that matter, would not have been and issue.

If there is any way that I can be reimbursed for this incident, I would be greatly appreciative. I have already forwarded over \$600 of assessment fees to cover the new owner in Birchwood for the remainder of the year. This amount was deducted out of the proceed of my sale.

Greatly appreciate your consideration in this matter.

Ruth Farnan
651-341-7293
ruth.farnan@allina.com
rfarnan12@gmail.com

p.s. Hope everything else in Birchwood is nice and peaceful as always.



Ruth A. Farnan



John Manship
1810 Briarwood Avenue
Mahtomedi, Minnesota 55115
426-9386

┌ Ruth Farnen
618 Hill Ave
Buckwood Mn 55110

Date 6/4/13

Job Name and Location	Phone
-----------------------	-------

Repair curb stop box damaged by snow plow
Dig up garden area and install new piping
to grade - reset flowers 150⁰⁰⁰

Total Material _____
Total Labor _____
Tax _____
Total Amount 150⁰⁰

Signature _____ Date _____

11

**Birchwood Parks and Natural Resource Committee Meeting Minutes
7/29/2013**

Meeting called to order: Katie Cavanor, John Lund, Debbie Harrod, Karleen Corliss, John McCormick. **Absent-** Kelly Paradise, Sara Nephew. **Resigned:** Bea Krinkie, Jim Ecker.

Approve Agenda:

Approve Minutes: From June 2013 all in favor. No changes.

OLD BUSINESS

- **Warming house- Concrete poured. What is next step? John will go to next council meeting in August to get the approval to start building.**
- **Fundraising update- We should have \$6,000 for city match.**
- **Elm Easement –Trees were blocking access were cut down by Steve Dean. Jeff Irsfeld will knock all weeds down on surface. John will get project started. Will happen in next week or so.**

NEW BUSINESS- Katie, Karleen and John on committee for 3 more years. All in favor.

- **Elect new officers-Karleen elects John to be chair for another year. Debbie seconds. John nominated Debbie to be secretary. Karleen seconds. Karleen nominates Katie for Treasurer. John M. seconds. All in favor.**
- **Karleen will take over Norling Park and will communicate with Cynthia. Has \$200.00 for plants. Karleen will be in touch and bring back a list. Cynthia was approved to send a flyer to neighbors about dumping.**
- **Budget for 2014-discussion. John Motions to remove trees and swail by hockey rink for drainage. \$2,500.00. John M. seconds. To add to special projects for 2014 budget. New sign for Tighe-Schmitz park. \$1,000.00. Need to add new swings for \$900.00.**
- **Vote to make parks committee a 7 person committee instead of 9 person committee. It's too hard to get a quorum with 9 on committee. –Let council decide. John will go to council meeting to address.**
- **Parks discussed the option of moving the porta potty from Hockey rink to Kay Beach.**
- **All parks members voted to leave porta potty at the hockey rink and thought is was not a good idea to move it. If people would need to use the porta potty they can walk down to the one by the hockey rink.**

406. REGISTRATION OF RENTAL PROPERTY

406.010. PURPOSE:

The City recognizes a need for an organized registration program of residential rental property within the City in order to identify and quantify small rental units in the City and provide information and a method to enforce minimum standards to meet City and State safety, health, fire and zoning codes within the City and to provide a more efficient system to ensure that the stock of rental property within the City is properly maintained. The City recognizes that the most efficient system to provide information on the rental status of certain residential properties is through the creation of a program requiring the registration of all residential rental property within the City.

406.020. DEFINITIONS:

- A. The term "residential rental property" means any building, structure, room, enclosure, or mobile home including the real property upon which it is located and which surrounds it, which is rented or offered for rent as living quarters.
- B. The term "unit" means all or a portion of a residential rental property that is arranged, designed, used, or intended to be used as separate living quarters and which is leased to an individual or group.
- C. The term "person" includes natural persons as well as business entities, whether one or more.
- D. The term "City" means the City of Birchwood Village, or the person or entity designated by the City to administer and enforce this Chapter.

406.030. REGISTRATION REQUIREMENTS:

Except as provided in Sections 406.050(1) and 406.060, it is unlawful for any person to hereafter occupy, allow to be occupied, advertise for occupancy, solicit occupants of, or let to another person for occupancy any residential rental property within the City for which an application for registration has not been properly made and filed with the City or after the time that a registration is suspended or revoked. Initial registration shall be made upon forms furnished for such purpose and shall specifically require the following minimum information:

- A. Name, address and phone number of the property owner and, if owner is not a natural person, the name, address and phone number of a designated agent for the owner.
- B. The name, phone number, and address of any person authorized to make or order made repairs or services for the property, if in violation of City or State Codes, if the person is different than the owner.
- C. The street address of the rental property.
- D. The number and types of units within the rental property (single family or duplex)
- E. If the rental unit is occupied by the property owner and rooms are rented to boarders, the number of boarders and bedrooms.
- F. Number of bedrooms and bathrooms in the rental dwelling unit.

406.040. FEES:

There shall be a registration fee as established by City Council resolution. All fees and fines shall be charged to and payable by the property owner.

406.050. MANNER OF REGISTRATION:

1. An owner of an existing rental property as defined by this Chapter must apply for registration pursuant to this Chapter no later than 60 days following the effective date of this Chapter.
2. An owner of a non-rental property that after the effective date of this Chapter wishes to convert the property into a rental property, shall apply for and register the property prior to its conversion.
3. If there is a change in the type of occupancy from the type stated on the registration statement, a new registration statement shall be filed within 30 days of the change.
4. When property is sold, the new owner shall register within 30 days of the sale.

406.060 REGISTRATION EXEMPTIONS:

- A. The owner of a rental dwelling unit is exempted from the registration requirement of this Chapter if all renters residing in the rental property are related to the owner as a parent, child, sibling, grandparent, grandchild, step-parent, step-child, step grandparent, or step-grandchild and the owner files a notarized affidavit with the City stating that each of the renters are one of these relations.
- B. The owner of a rental dwelling unit is exempted from the registration requirement of this Chapter if the property is licensed by the State of Minnesota as a Group Home and used as such and the owner provides the current license number on the registration form.
- C. In all cases, an owner must notify the City in writing within 30 days if an exemption, as described in this Chapter, is no longer applicable.

406.070. REGISTRATION SUSPENSIONS AND REVOCATION:

Property registration may be revoked or suspended at any time during the life of said registration for grounds including, but not limited to, the following:

- A. False or misleading information given or provided in connection with a registration application.
- B. Failure to maintain the rental property in a manner that meets pertinent provisions of City Code including, but not limited to, Code Chapters 404.
- C. Violations committed or permitted by the owner or the owner's agent, or committed or permitted by the tenant or the tenant's guests or agents, of any rules, codes, statutes and ordinances relating to, pertaining to, or governing the premises including, but not limited to, the following:
 1. Minn. Stat. 609.75 through 609.76, which prohibit gambling;
 2. Minn. Stat. 609.321 through 609.324, which prohibit prostitution and acts relating thereto;
 3. Minn. Stat. 152.01 through 152.025 and 152.027, subds. 1 and 2, which prohibit the unlawful sale or possession of controlled substances;
 4. Minn. Stat. 340A.401, which regulates the unlawful sale of alcoholic beverages;
 5. Minn. Stat. 609.33, which prohibits owning, leasing, operating, managing, maintaining, or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house;
 6. Minn. Stat. 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716, which prohibit the unlawful possession, transportation, sale or use of weapon;
 7. Minn. Stat. 609.72, which prohibits disorderly conduct;
 8. Birchwood Village City Code Sections 300, land use; Section 404, housing and maintenance; Section 405 noise control; Section 605 animals, Section 615, exterior storage; and Section 606,

prohibiting public nuisances; and
9. Minn. Stat. 609.221, 609.222, 609.223, 609.2231 and 609.224, regarding assaults in the first, second, third, fourth and fifth degree.

A suspended or revoked rental registration may be reinstated when the circumstances leading to the suspension or revocation have been remedied.

406.080. VIOLATION:

Except as provided in Sections 406.050(1) and 406.060, any person that maintains a rental dwelling unit without having the property registered, or after the registration for the property has been revoked or suspended, or who permits new occupancy in violation of Section 406 is guilty of a misdemeanor and, upon conviction, is subject to a fine and imprisonment as prescribed by state law. In addition to, or in lieu of, charging a misdemeanor, the City may impose administrative fees in an amount set in the City Fee Schedule. Upon the failure to pay an administrative fee, the City may post the dwelling unit as illegal for habitation. Thereafter, the dwelling unit may not be occupied by anyone other than the primary homestead owner and that person's immediate family until (a) the administrative fee has been paid; (b) a rental registration is obtained or the City is satisfied that the dwelling unit will not be used as a rental dwelling unit, and (c) completion of any abatement, written compliance order, legal action from a citation or action per City Code Sections 404.130, 404.140, and 619. Each day of each violation constitutes a separate offense.

406.090. MAINTENANCE OF RECORDS:

All records, files and documents pertaining to the Rental Registration Program shall be maintained in the office of the City and made available to the public as allowed or required by applicable laws, rules, codes, statutes or ordinances.

406.100. AUTHORITY:

Nothing in this Chapter shall prevent the City from taking action under any applicable rule, standard, statute or ordinance for violations thereof and to seek either injunctive relief or criminal prosecution for such violations as therein provided. Nothing contained in this Chapter shall prevent the City from seeking injunctive relief against a property owner or designated agent who fails to comply with the terms and conditions of this Chapter on registration including an order prohibiting the occupancy of such rental units until violations of this Chapter have been remedied by the property owner or designated agent.

406.110. APPLICABLE LAWS:

Residential Rental Property shall be subject to all applicable rules, standards, statutes and ordinances governing use, maintenance and occupancy of the dwelling or dwelling unit; and this Chapter shall not be construed or interpreted to supersede any other such applicable rules, standards, statutes or ordinances.

406.120. NOTICE TO TENANT:

The owner, or its agent, must provide each tenant with a Tenant Rights and Responsibilities Handbook provided by the Attorney General's office.

406.130. RULES, POLICIES, PROCEDURES:

The City Council may adopt from time to time, by resolution, rules, policies and procedures for the implementation of this Chapter. Violation of any such rule, policy or procedure by a property owner shall be considered a violation of this Ordinance.

406.140. NO WARRANTY BY THE CITY:

By enacting and undertaking to enforce this Ordinance, neither the City, its designees, the City Council, or its officers, agents or employees warrant or guarantee the safety, fitness or suitability of any dwelling in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare. A warning in substantially the foregoing language shall be printed on the face of the rental registration.

406.150. SEVERABILITY:

If any provision of this Chapter or amendment thereto, or the application thereof to any person, entity or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Chapter shall remain in full force and effect and the application thereof to other persons, entities or circumstances shall not be affected thereby.

404.020 APPLICATION

(1) Scope. The provisions of this code shall apply to residential properties and constitutes the minimum requirements and standards for the premises and structures located on the premises. This Housing Code shall apply to exterior and interior area of all residential properties in the City. The construction, repair, alteration and maintenance of residential property shall comply with the provisions of this Code and other applicable sections of the Birchwood Village City Code.

(2) Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this Code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Section. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

(3) Purpose. The purpose of the Housing Code is to establish a minimum level of maintenance standards for all housing and residential accessory structures in the City in order to:

- (a) Protect the character and stability of residential properties within the City.
- (b) Correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings within the City.
- (c) Provide minimum standards necessary to the health and safety of occupants of the buildings.
- (d) Provide minimum standards for the maintenance of existing residential buildings, and to thus prevent deterioration and blight.

404.085 GENERAL PROPERTY MAINTENANCE

(1) All structures, buildings, fences and landscaping shall be maintained so as to prevent unsightliness, health hazards, or unsafe conditions.

(2) No person shall rake or deposit grass clippings, weeds, noxious weeds, leaves, chemicals, sand or other refuse on or into a public or private street, storm sewer, drainage ditch, water retention basin, wetland area, stream or lake.

(3) Exterior property areas shall be kept free from species of weeds or plant growth which are noxious or a detriment to public health. Noxious weeds are those identified in Minnesota Rules 1505.0730 and 1505.0740.

Wetlands and other drainage features, and undisturbed land are exempt from this provision.

Snow-free and ice-free access shall be provided to building entries and egress

doors. Storage of snow shall be maintained on the property and cannot be placed on any public street, alley, sidewalk, bike path, trailway, or adjoining private property or boulevard.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

It shall be the responsibility of the owner to restore any exterior surface of any structure or building surface damaged, mutilated or defaced by any marking, carving or graffiti to an approved state of maintenance and repair. Such repair shall be completed within ten (10) days after said defacement.

(4) Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

615.015 RESIDENTIAL PARKING AND STORAGE OF VEHICLES AND EQUIPMENT

(1) No more than four vehicles per lawful dwelling unit may be parked or stored anywhere outside on residential property. This maximum number does not include vehicles of occasional guests who do not reside on the property.

(2) Vehicles that are parked or stored outside must be on a paved or graveled parking or driveway area.

(3) Vehicles, watercraft and other articles stored outside on residential property must be owned by a person who resides on that property. Students who are away at school for periods of time but still claim the property as their legal residence will be considered residents on the premises.

(4) Parking or Storage of Commercial Usage Vehicles. Commercial usage vehicles shall not be parked or stored outdoors on residential lots except for the following: No more than one commercial usage vehicle with a maximum of one ton carrying capacity, bearing exterior evidence of commercial advertising, identification or equipment, may be stored outside.