

**Mt. Lake City Council
Mt. Lake City Hall
Tuesday, February 18, 2014
6:30 p.m.**

AGENDA

1. Meeting called to order by Mayor, Dean Janzen
* Further information on agenda item is attached
2. Approval of Agenda and Consent Agenda
 - a. Bills: Check #'s 9915710-9915771-; 337-339E*(1-7)
Payroll: Check #'s 60942-60968
 - b. Approval of Feb. 3 Council Minutes*(8-10)
 - c. Approval of Jan. 10 and Jan. 30 EDA Minutes*(11-14)
 - d. Approval of Jan. 9 Police Commission Minutes*(15)
 - e. Approval of Jan. 23 Utility Commission Minutes*(16)
 - f. Approval of Jan. 13 Lake Commission Minutes*(17)
 - g. Approval of Nov. 12, 2013 Tree Commission Minutes*(18)
 - h. Appoint Brett Lohrenz to Utility Commission, 3 year term, ends 12-31-16
3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern with the council.
4. Rob Anderson, EDA, Review of 2013 Work Plan*(19-27)
5. Wells 5 & 6 Update*(28-30)
6. Food Forest Proposal, Nathan Harder, Jubilee Fruits and Vegetables*(31-34)
7. Law Enforcement Labor Services (LELS) Grievance*(35-47) Portions of the meeting may be closed, attorney/client privilege.
8. Police Dept.
 - a. MN State Patrol I-Mobile Joint Powers Agreement*(48-55)
 - b. State of MN Criminal Justice Agency Joint Powers Agreement & Resolution #5-14*(56-61)
9. First Reading, Animal Ordinances
 - a. Ordinance #2-14, Establishing Overlay District*(62-63)
 - b. Ordinance #3-14, Animal Regulation and Regulation of Potentially Dangerous and Dangerous Dogs*(64-85)
 - c. Ordinance #4-14, Amending Sections of Chapter 9 Relating to Ordinances #2-14 and #3-14*(86-87)
10. Compensation Study*(88)
11. Adjourn

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February 18, 2014
mts
337E, 338E, 339E
9915710-9915771

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			Check Amt	Invoice	Comment
10100 United Prairie					
Paid Chk#	9915710	2/3/2014	GDF ENTERPRISES, INC		
E 101-43100-404	Repairs/Maint Machinery/Equip		\$126.08	A5907	RIM WHEEL FOR SKID LOADER
	Total GDF ENTERPRISES, INC		\$126.08		
Paid Chk#	9915711	2/3/2014	MINNESOTA ENERGY RESOURCE CORP		
E 221-42200-383	Gas Utilities		\$509.76		FIRE DEPT PORTION OF FIREHALL GAS-ACCT#4296165-6
E 101-45186-383	Gas Utilities		\$312.19		SR CTR GAS-ACCT#4010846-6
E 211-45500-383	Gas Utilities		\$440.95		LIBRARY GAS-ACCT#4134278-3
E 101-43100-383	Gas Utilities		\$1,091.79		STREET GARAGE GAS-ACCT#4092120-7
E 101-41400-383	Gas Utilities		\$508.63		CITY HALL GAS-ACCT#4346780-2
E 231-42154-383	Gas Utilities		\$251.07		AMB PORTION OF FIREHALL GAS-ACCT#4296165-6
	al MINNESOTA ENERGY RESOURCE CORP		\$3,114.39		
Paid Chk#	9915712	2/3/2014	RUNNINGS		
E 101-43100-215	Shop Supplies		\$329.99	1/13/14	IMPACT WRENCH-ST DEPT
	Total RUNNINGS		\$329.99		
Paid Chk#	9915713	2/10/2014	COMMISSIONER OF REVENUE		
G 101-21702	State Withholding		\$51.79		
	Total COMMISSIONER OF REVENUE		\$51.79		
Paid Chk#	9915714	2/10/2014	INTERNAL REVENUE SERVICE		
G 101-21703	FICA Tax Withholding		\$720.00		
G 101-21701	Federal Withholding		\$96.80		
	Total INTERNAL REVENUE SERVICE		\$816.80		
Paid Chk#	9915715	2/6/2014	AFLAC		
G 101-21713	AFLAC		\$192.74		
	Total AFLAC		\$192.74		
Paid Chk#	9915716	2/6/2014	BCBS/HSA		
G 101-21714	HSA		\$728.71		
	Total BCBS/HSA		\$728.71		
Paid Chk#	9915717	2/6/2014	COMMISSIONER OF REVENUE		
G 101-21702	State Withholding		\$812.95		
	Total COMMISSIONER OF REVENUE		\$812.95		
Paid Chk#	9915718	2/6/2014	GISLASON & HUNTER		
G 101-21712	Garnishments		\$323.24		
	Total GISLASON & HUNTER		\$323.24		
Paid Chk#	9915719	2/6/2014	INTERNAL REVENUE SERVICE		
G 101-21703	FICA Tax Withholding		\$2,181.36		
G 101-21701	Federal Withholding		\$1,755.49		
	Total INTERNAL REVENUE SERVICE		\$3,936.85		
Paid Chk#	9915720	2/6/2014	LAW ENFORCEMENT LABOR SERV		
G 101-21711	PD UNION DUES		\$135.00		
	Total LAW ENFORCEMENT LABOR SERV		\$135.00		
Paid Chk#	9915721	2/6/2014	PERA		
G 101-21704	PERA		\$3,975.11		
	Total PERA		\$3,975.11		

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Paid Chk# 9915722 2/6/2014 VALIC					
G 101-21705	VALIC		\$897.04		
Total VALIC			\$897.04		
Paid Chk# 9915723 2/14/2014 BOLTON & MENK INC.					
E 441-46300-434	Project Expense		\$3,404.00	0162838	MT POWER ADDITION SURVEY
Total BOLTON & MENK INC.			\$3,404.00		
Paid Chk# 9915724 2/14/2014 BRUNTON ARCHITECHTS LTD					
E 441-46300-434	Project Expense		\$12,750.00	08-1130	MT POWER PROJECT
Total BRUNTON ARCHITECHTS LTD			\$12,750.00		
Paid Chk# 9915725 2/14/2014 CARCHIOUS RODNEY					
E 607-46330-401	Repairs/Maint Buildings		\$61.18		
E 607-46330-401	Repairs/Maint Buildings		\$13.20		JAN HERITAGE ESTATES MAIN
E 607-46330-401	Repairs/Maint Buildings		\$140.00		EXTRA MAINT AT 607-HERITAGE ESTATES
E 608-46330-401	Repairs/Maint Buildings		\$26.80		JAN HERITAGE ESTATES MAIN
Total CARCHIOUS RODNEY			\$241.18		
Paid Chk# 9915726 2/14/2014 NORTHLAND SECURITIES					
E 441-46300-434	Project Expense		\$1,120.00	3472	SERV TIF 1-6 MT POWER
E 441-46300-434	Project Expense		\$2,405.00	3518	SERV TIF 1-6 MT POWER
Total NORTHLAND SECURITIES			\$3,525.00		
Paid Chk# 9915727 2/14/2014 WILCON CONSTRUCTION INC					
E 441-46300-434	Project Expense		\$25,881.80		MT POWER DESIGN & AWARAD
Total WILCON CONSTRUCTION INC			\$25,881.80		
Paid Chk# 9915728 2/14/2014 WILLIS KRAHN					
E 608-46330-402	Repairs/Maint- Ground		\$693.00		JAN SNOW REMOVAL HERITAGE ESTATES
E 609-46330-401	Repairs/Maint Buildings		\$360.00		JAN SNOW REMOVAL MASON MANOR
E 607-46330-401	Repairs/Maint Buildings		\$357.00		JAN SNOW REMOVAL HERITAGE ESTATES
Total WILLIS KRAHN			\$1,410.00		
Paid Chk# 9915729 2/14/2014 BOLTON & MENK INC.					
E 441-46300-434	Project Expense		\$4,945.00	0163860	PROFESSIONAL SERVICE FOR MT. POWER
Total BOLTON & MENK INC.			\$4,945.00		
Paid Chk# 9915730 2/14/2014 NORTHLAND SECURITIES					
E 441-46300-434	Project Expense		\$1,110.00	3618	MT POWER PROJECT
Total NORTHLAND SECURITIES			\$1,110.00		
Paid Chk# 9915731 2/18/2014 THIRD AVENUE AUTO PARTS					
E 507-46103-220	Repair/Maint Supply		\$15.98	S136697	INSTA POWER V-BELT FOR AERATION
E 101-43100-404	Repairs/Maint Machinery/Equip		\$49.89	S136994	FUSE #9
E 101-43100-404	Repairs/Maint Machinery/Equip		\$35.95	S137002	FLOW PLUS-ST DEPT
E 101-43100-404	Repairs/Maint Machinery/Equip		\$6.09	S137003	SEALER-ST DEPT
E 101-43100-404	Repairs/Maint Machinery/Equip		\$32.45	S137063	FUEL FILTERS-#9
E 101-43100-215	Shop Supplies		\$150.53	S137094	OIL,ABSORBENT-ST DEPT
E 101-43100-404	Repairs/Maint Machinery/Equip		\$13.99	S137163	TOOLS-ST DEPT
E 101-45200-404	Repairs/Maint Machinery/Equip		\$7.19	S137235	OIL FILTER #4
E 101-43100-404	Repairs/Maint Machinery/Equip		\$44.75	S137360	OIL FILTER FOR BLADE
E 221-42200-404	Repairs/Maint Machinery/Equip		\$26.89	S137392	V-BELT,ANTI-FREEZE-FIRE DEPT
E 221-42200-404	Repairs/Maint Machinery/Equip		\$35.67	S137396	ANTI-FREEZE-FD
E 101-43100-404	Repairs/Maint Machinery/Equip		\$35.95	S137410	FLOW PLUS-ST DEPT
E 101-43100-404	Repairs/Maint Machinery/Equip		\$34.69	S137462	BLOWER MOTOR-#13

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E 221-42200-404	Repairs/Maint Machinery/Equip		\$15.00	S137487	V-BELT OLD PUMPER-FD
E 101-43100-404	Repairs/Maint Machinery/Equip		\$24.89	S137491	FOR SKIDLOADER RIM
E 101-43100-404	Repairs/Maint Machinery/Equip		\$38.39	S137505	OIL FOR PAYLOADER
E 101-43100-212	Motor Fuels		\$596.99	S137551	55 GAL OIL-ST DEPT
Total THIRD AVENUE AUTO PARTS			\$1,165.29		
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Paid Chk#	9915732	2/18/2014	NEW STAR SALES & SERVICE		
E 101-00000-430	Miscellaneous		\$269.98	41540	OFFICE 2013
Total NEW STAR SALES & SERVICE			\$269.98		
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Paid Chk#	9915733	2/18/2014	NEW STAR SALES & SERVICE		
E 101-41400-200	Office Supplies		\$126.06	41641	CITY COPIES ON COPY MACHINE 12/1/13 TO 3/1/14
E 101-42100-200	Office Supplies		\$4.88	41641	PD COPIES ON COPY MACHINE 12/1/13 TO 3/1/14
E 205-46500-200	Office Supplies		\$72.90	41641	EDA COPIES ON COPY MACHINE 12/1/13 TO 3/1/14
Total NEW STAR SALES & SERVICE			\$203.84		
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Paid Chk#	9915734	2/18/2014	COUNTRY PRIDE SERVICES		
E 221-42200-212	Motor Fuels		\$490.89		FIRE DEPT GAS
E 101-42100-212	Motor Fuels		\$508.73		PD-SUV GAS
E 231-42154-212	Motor Fuels		\$176.41		AMB DIESEL
E 101-42100-212	Motor Fuels		\$318.15		PD-CHARGER GAS
E 101-42100-406	Vehicle Maint/Gen Repairs		\$22.00	085867	SUV TIRE REPAIR
E 101-43100-404	Repairs/Maint Machinery/Equip		\$1,098.52	085880,08590	TIRES FOR SKIDLOADER, SPARKPLUGS, ROTOR, CAP-ST DEPT
E 101-45200-212	Motor Fuels		\$67.69	1/13/14	PARKS GAS
E 101-43100-430	Miscellaneous		\$79.05	118656,11865	BATTERIES, TEMP STATION, WIRELESS THERM-ST DEPT
E 607-46330-401	Repairs/Maint Buildings		\$121.78	118704,11904	RANGE HOOD, BATTERIES
E 101-43124-216	Chemicals and Chem Products		\$61.44	118843,11944	SALT FOR SIDEWALKS
E 221-42200-404	Repairs/Maint Machinery/Equip		\$118.07	118973,11879	GALV PLUGS, BATTERY, 20#PROPANE-FIRE DEPT
E 101-46200-402	Repairs/Maint- Ground		\$260.64	118996	LP FOR CEMETERY GRAVE WARMER, BTU TORCH KIT
E 608-46330-401	Repairs/Maint Buildings		\$128.17	119042	BATTERIES-608
E 211-45500-220	Repair/Maint Supply		\$60.31	119274	LIB CLEANING SUPPLIES
E 221-42200-401	Repairs/Maint Buildings		\$6.74	119437,11948	CABLE, BOLTS-FIREHALL
E 609-46330-401	Repairs/Maint Buildings		\$491.28	119634,11917	LABOR AT MASON MANOR APTS
E 101-45186-401	Repairs/Maint Buildings		\$59.92	119685	SPRING HINGE-FOOD SHELF DOOR
E 101-43100-212	Motor Fuels		\$3,572.72	369220	ST DEPT GAS, 55GAL OIL
Total COUNTRY PRIDE SERVICES			\$7,642.51		
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Paid Chk#	9915735	2/18/2014	ALPHA WIRELESS COMMUNICATIONS		
E 221-42200-323	Radio-monthly service contract		\$36.00	668240	FEB FIRE DEPT RADIO MAINT
E 231-42154-323	Radio-monthly service contract		\$44.00	668240	FEB AMB DEPT RADIO CONTRACT
otal ALPHA WIRELESS COMMUNICATIONS			\$80.00		
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Paid Chk#	9915736	2/18/2014	AMERIPRIDE		
E 101-41400-401	Repairs/Maint Buildings		\$23.89	2800350476	MATS FOR CITY HALL
E 101-43100-215	Shop Supplies		\$24.76	2800350476	TOWELS FOR ST DEPT
Total AMERIPRIDE			\$48.65		
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Paid Chk#	9915737	2/18/2014	AVENET, LLC		
E 101-41400-320	Internet		\$100.00		2 CITY EMAIL ACCTS
E 101-42100-430	Miscellaneous		\$50.00		PD EMAIL ACCT
E 205-46500-430	Miscellaneous		\$100.00		2 EDA EMAIL ACCTS
Total AVENET, LLC			\$250.00		
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Paid Chk#	9915738	2/18/2014	BACKWOODS HOME MAGAZINE		

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E 211-45500-591	Periodicals		\$65.95		LIB-1 YR PERIODICALS
	Total BACKWOODS HOME MAGAZINE		\$65.95		
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Paid Chk# 9915739	2/18/2014	BARTSCH CONSTRUCTION			
E 221-42200-401	Repairs/Maint Buildings		\$105.00	118	FIX CABLE ON DOOR AT FIREHALL
	Total BARTSCH CONSTRUCTION		\$105.00		
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Paid Chk# 9915740	2/18/2014	BOLTON & MENK INC.			
E 412-43150-303	Engineering Fees		\$885.73	0163842	STORM SEWER ENG-2012-14 CITY PROJ
E 412-43100-303	Engineering Fees		\$153.79	0163842	ST ENGINEERING-2012-14 PROJ
	Total BOLTON & MENK INC.		\$1,039.52		
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Paid Chk# 9915741	2/18/2014	C & B OPERATIONS LLC			
E 101-43100-404	Repairs/Maint Machinery/Equip		(\$24.77)		credit on acct
E 101-43100-404	Repairs/Maint Machinery/Equip		\$178.62	1347118	OIL FILTER,OIL-ST DEPT
	Total C & B OPERATIONS LLC		\$153.85		
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Paid Chk# 9915742	2/18/2014	CASEYS-CREDIT CARD DEPARTMENT			
E 101-45200-212	Motor Fuels		\$97.91		PARKS GAS
E 101-43100-212	Motor Fuels		\$228.64		ST DEPT GAS
E 205-46500-430	Miscellaneous		\$27.78	1/30/14	EDA LUNCH
E 221-42200-430	Miscellaneous		\$68.36	1/7/14	FD PIZZA-TANKER ACCIDENT
E 101-00000-430	Miscellaneous		\$79.15	1/9/14	UT GAS(BILLED THEM)
	Total CASEYS-CREDIT CARD DEPARTMENT		\$501.84		
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Paid Chk# 9915743	2/18/2014	CITIZEN PUBLISHING			
E 101-41400-351	Legal Notices Publishing		\$36.50	1/15/14	SMALL CITIES GRANT
E 101-41400-351	Legal Notices Publishing		\$87.60	1/15/14	ORDINANCE #1-14
E 101-41400-351	Legal Notices Publishing		\$32.85	1/22/14	SCDP GRANT
E 101-41400-351	Legal Notices Publishing		\$80.30	1/8/14	SUMMARY BUDGET
	Total CITIZEN PUBLISHING		\$237.25		
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Paid Chk# 9915744	2/18/2014	COTTONWOOD COUNTY AUD/TREAS			
E 101-43150-390	Ditch/Road Assessments		\$3,037.04		DITCH ASSESSMENT.
	Total COTTONWOOD COUNTY AUD/TREAS		\$3,037.04		
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Paid Chk# 9915745	2/18/2014	COTTONWOOD COUNTY VET CLINIC			
E 101-42100-430	Miscellaneous		\$77.06	125552	DOGS TO VET CLINIC
	Total COTTONWOOD COUNTY VET CLINIC		\$77.06		
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Paid Chk# 9915746	2/18/2014	CRYSTEEL TRUCK EQUIPMENT			
E 101-43100-404	Repairs/Maint Machinery/Equip		\$621.16	LP160669	SKID SHOE FOR #11 SNOW PLOW
	Total CRYSTEEL TRUCK EQUIPMENT		\$621.16		
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Paid Chk# 9915747	2/18/2014	EMSRB			
E 231-42154-430	Miscellaneous		\$89.70	3463	200 MN STAR FORMS
	Total EMSRB		\$89.70		
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Paid Chk# 9915748	2/18/2014	EXPERT T BILLING			
E 231-42154-300	Professional Svcs		\$312.00	1212	JANUARY AMB BILLING
	Total EXPERT T BILLING		\$312.00		
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Paid Chk# 9915749	2/18/2014	FONS & PORTERS QUILTING			
E 211-45500-591	Periodicals		\$32.97		LIB PERIODICALS-2 YR
	Total FONS & PORTERS QUILTING		\$32.97		
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Paid Chk# 9915750	2/18/2014	INDOFF INCORPORATED			

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E 211-45500-200	Office Supplies	\$13.12		LIBRARY SUPPLIES
	Total INDOFF INCORPORATED	\$13.12		
Paid Chk# 9915751	2/18/2014 INGRAM			
E 211-45500-590	Capital Outlay Books	\$271.48		LIBRARY BOOKS
	Total INGRAM	\$271.48		
Paid Chk# 9915752	2/18/2014 KDOM RADIO			
E 101-00000-430	Miscellaneous	\$28.00	540140131354	MONTHLY ADV
	Total KDOM RADIO	\$28.00		
Paid Chk# 9915753	2/18/2014 KEN BRADFORD			
E 101-42100-308	Training & Instruction	\$11.59	1/23/2014	MILEAGE TO COURT
	Total KEN BRADFORD	\$11.59		
Paid Chk# 9915754	2/18/2014 LIVING WITHOUT			
E 211-45500-591	Periodicals	\$42.00		LIB PERIODICALS-2 YR
	Total LIVING WITHOUT	\$42.00		
Paid Chk# 9915755	2/18/2014 MAYNARDS FOOD CENTER			
E 205-46500-430	Miscellaneous	\$35.26	1/10/14	POP & WATER-EDA
E 101-41400-200	Office Supplies	\$30.31	1/20/14	OFFICE CLEANING SUPPLIES
E 101-41400-200	Office Supplies	\$12.80	1/29/14	TP-CITY HALL
E 101-41400-200	Office Supplies	\$15.95	1/8/14	SOAP & TP-CITY HALL
	Total MAYNARDS FOOD CENTER	\$94.32		
Paid Chk# 9915756	2/18/2014 MIDWAY FARM EQUIPMENT			
E 101-45200-500	Capital Outlay	\$15,150.00	EM00410	2 LAWN MOWERS
E 231-42154-404	Repairs/Maint Machinery/Equip	\$90.84	IM04259	2006 AMB INSPECTION
E 231-42154-404	Repairs/Maint Machinery/Equip	\$90.84	IM04263	2010 AMB INSPECTION
	Total MIDWAY FARM EQUIPMENT	\$15,331.68		
Paid Chk# 9915757	2/18/2014 MINNESOTA MONTHLY			
E 211-45500-591	Periodicals	\$24.00		LIB PERIODICALS-2 YR
	Total MINNESOTA MONTHLY	\$24.00		
Paid Chk# 9915758	2/18/2014 MINNESOTA MUTUAL LIFE			
E 101-45200-134	Employer Paid Life	\$1.20		LIFE INS-PARKS DEPT
E 101-42100-135	Employer Paid Other	\$2.00		BRIAN LUNZ LIFE INSURANCE
E 101-42100-134	Employer Paid Life	\$8.00		LIFE INS-POLICE DEPT
E 101-41400-134	Employer Paid Life	\$2.00		WENDY FAST-LAKER APTS-LIFE INS
E 101-41400-134	Employer Paid Life	\$4.00		LIFE INS-OFFICE
E 101-46200-134	Employer Paid Life	\$1.20		LIFE INS-CEMETERY
E 205-46500-134	Employer Paid Life	\$2.00		LIFE INS-EDA
G 101-21706	Hospitalization/Medical Ins	\$7.30		LIFE INS-DARON FRIESEN
G 101-21706	Hospitalization/Medical Ins	\$26.20		LIFE INS-KIM HALL
G 101-21706	Hospitalization/Medical Ins	\$15.85		LIFE INS-ROBB ANDERSON
E 101-43100-134	Employer Paid Life	\$3.60		LIFE INS-ST DEPT
E 211-45500-134	Employer Paid Life	\$2.00		LIFE INS-LIBRARY
	Total MINNESOTA MUTUAL LIFE	\$75.35		
Paid Chk# 9915759	2/18/2014 NEW STAR SALES & SERVICE			
E 101-41400-200	Office Supplies	\$311.56	41634	CITY-COPIES ON COLOR COPIER 11/8/13 TO 2/7/14
E 101-42100-200	Office Supplies	\$0.39	41634	PD-COPIES ON COLOR COPIER 11/8/13 TO 2/7/14
E 205-46500-200	Office Supplies	\$81.25	41634	EDA COPIES ON COLOR COPIER 11/8/13 TO 2/7/14
	Total NEW STAR SALES & SERVICE	\$393.20		

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Paid Chk#	9915760	2/18/2014	NUSS TRUCK & EQUIPMENT		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$261.25	2129051P	LENS & HEADLAMP FOR MOTOR GRADER
	Total	NUSS TRUCK & EQUIPMENT	\$261.25		
Paid Chk#	9915761	2/18/2014	OLSEN TRUCK SERVICE CENTER		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$2.37	59829	NUT/WASHER FOR #14
	Total	OLSEN TRUCK SERVICE CENTER	\$2.37		
Paid Chk#	9915762	2/18/2014	PETERSON DRUG & GIFTS		
E	221-42200-404	Repairs/Maint Machinery/Equip	\$9.57	1/21/14	SHIP FIRE DEPT RADIO TO MANKATO
	Total	PETERSON DRUG & GIFTS	\$9.57		
Paid Chk#	9915763	2/18/2014	PLUM CREEK LIBRARY SYSTEM		
E	211-45500-434	Project Expense	\$277.20		PROJECT EXP
	Total	PLUM CREEK LIBRARY SYSTEM	\$277.20		
Paid Chk#	9915764	2/18/2014	RDO TRUST #80-5800		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$375.49	P42371	CUTTING EDGES
E	101-43100-404	Repairs/Maint Machinery/Equip	(\$38.75)	P42377	RETURN AIR FILTER
	Total	RDO TRUST #80-5800	\$336.74		
Paid Chk#	9915765	2/18/2014	SOUTH CENTRAL TECHNICAL COLLEG		
E	231-42154-308	Training & Instruction	\$2,756.46	00128167	7 EMT REFRESHER COURSE
	Total	SOUTH CENTRAL TECHNICAL COLLEG	\$2,756.46		
Paid Chk#	9915766	2/18/2014	SW/WC SERVICE COOPERATIVES		
E	101-41400-131	Employer Paid Health	\$2,140.32		MARCH HEALTH INS-OFFICE
E	101-43100-131	Employer Paid Health	\$1,926.28		MARCH HEALTH INS-ST DEPT
E	101-45200-131	Employer Paid Health	\$642.10		MARCH HEALTH INS-PARKS DEPT
E	211-45500-131	Employer Paid Health	\$1,070.16		MARCH HEALTH INS-LIBRARY
E	101-46200-131	Employer Paid Health	\$642.10		MARCH HEALTH INS-CEMETERY
E	101-42100-131	Employer Paid Health	\$3,543.54		MARCH HEALTH INS-POLICE DEPT
E	205-46500-131	Employer Paid Health	\$1,070.16		MARCH HEALTH INS-EDA
E	101-42100-135	Employer Paid Other	\$366.00		MARCH HEALTH INS-BRIAN LUNZ
	Total	SW/WC SERVICE COOPERATIVES	\$11,400.66		
Paid Chk#	9915767	2/18/2014	TOWNS EDGE AUTO		
E	101-42100-406	Vehicle Maint/Gen Repairs	\$99.42	69203	CHANGE OIL, FILTER & GREASE-PD CHARGER
	Total	TOWNS EDGE AUTO	\$99.42		
Paid Chk#	9915768	2/18/2014	UNIFORMS UNLIMITED		
E	101-42100-205	Uniforms	\$135.29	192672	PD BOOTS-KEN BRADFORD
	Total	UNIFORMS UNLIMITED	\$135.29		
Paid Chk#	9915769	2/18/2014	WEIGHT WATCHERS		
E	211-45500-591	Periodicals	\$34.95		LIB PERIODICALS-3 YRS
	Total	WEIGHT WATCHERS	\$34.95		
Paid Chk#	9915770	2/18/2014	WINDOM FARM SERVICE		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$197.98	150643	FILTERS FOR SKID LOADER & PAYLOADER
	Total	WINDOM FARM SERVICE	\$197.98		
Paid Chk#	9915771	2/18/2014	WOMAN S DAY		
E	211-45500-591	Periodicals	\$10.00		LIB PERIODICALS-1 YR
	Total	WOMAN S DAY	\$10.00		

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***Check Detail Register©**

February 2014

Check Amt Invoice Comment

10100 United Prairie \$116,447.91

Fund Summary

10100 United Prairie

101 GENERAL FUND	\$52,416.49
205 ECONOMIC DEVELOPMENT AUTHORITY	\$1,389.35
211 LIBRARY FUND	\$2,345.09
221 FIRE DEPT FUND	\$1,421.95
231 AMBULANCE FUND	\$3,811.32
412 2012 CITY WIDE PROJECT	\$1,039.52
441 MT POWER CONST ACCT	\$51,615.80
507 LAKE COMMISSION FUND	\$15.98
607 EDA----4 PLEX FUND	\$693.16
608 EDA----8 PLEX FUND	\$847.97
609 EDA-- MASON MANOR	\$851.28
	<u>\$116,447.91</u>

Paid Chk# 000337E 2/5/2014 STATE OF MINNESOTA

E 211-45500-430	Miscellaneous	\$12.00	2013 LIBRARY SALES TAX FOR LIBRARY
	Total STATE OF MINNESOTA	<u>\$12.00</u>	

Paid Chk# 000338E 2/6/2014 UNITED PRAIRIE BANK

E 609-46330-610	Interest	\$902.41	FEB MASON MANOR-INTEREST PAYMENT
G 609-22800	Notes Payable - Current	\$388.12	FEB MASON MANOR-PRINC PAYMENT
	Total UNITED PRAIRIE BANK	<u>\$1,290.53</u>	

Paid Chk# 000339E 2/24/2014 USDA

E 221-42200-602	Other Long-Term Oblig Princ al	\$2,707.48	2014 FIRE TRUCK PAYMENT
E 221-42200-610	Interest	\$108.29	2014 FIRE TRUCK PAYMENT
	Total USDA	<u>\$2,815.77</u>	

DRAFT
Mt. Lake City Council
Mt. Lake City Hall
Tuesday, February 3, 2014
6:30 p.m.

Members Present: Mayor Dean Janzen, Audi Nickel, David Savage, Andrew Ysker

Members Absent: Brian Schultz

Staff Present: Maryellen Suhrhoff, City Attorney, Muske, Muske & and Suhrhoff; Dawn Fast, Deputy Clerk/Treasurer

Others Present: Chuck Pettipiece-Pettipiece and Associates, Cindy Hiebert, Doug Regehr, Boy Scout Troop: Jason Kruser, Dave Watkins, Dan Suess, Shannon Sykes, Michael Watkins, Jacob Suess, Ethan Sykes, John Mcmenimen

Call to Order

Mayor Janzen called the meeting to order at 6:30 p.m. Motion by Savage, seconded by Ysker, to add 8a. 2014 Invasive Species Grant, to the agenda. Motion carried unanimously. Motion by Ysker, seconded by Nickel, to approve the consent agenda as presented and the agenda as amended. Motion carried unanimously.

Bills: Check #'s 9915671-9915709; 336E
Payroll: Check #'s 60928-60941
Approval of Jan. 21 Council Minutes
Approval of August 5 and Jan. 6 Planning and Zoning Commission Minutes
Approval of Aug. – Dec. Building Permits
Approval of Jan. 9 Utility Minutes
FYI 2013 Building Permit Summary
Appoint Nik Strom to Planning and Zoning Commission

Public

No one addressed the council during the public forum.

Public Hearing-Small Cities Development Program (SCDP)

Mayor Janzen opened the public hearing at 6:33pm. Chuck Pettipiece representing Pettipiece and Associates presented information on the application for a new water system and housing project. The City is applying for \$470,000 for the water system portion and \$526,000 for housing portion. The properties in the target area would be eligible for a 10 year loan of which

80% is grant and 20% would be property owner funding. The grant portion would be forgiven over 10 years if property owner remains in home the entire time. No citizen comments. Public hearing was closed at 6:40 p.m. Motion by Savage, seconded by Nickel to adopt Resolution #4-14 Declaring the City of Mountain Lake Act as Legal Sponsor and Authorizing the Submittal of an Application to the Small Cities Development Program. Motion carried unanimously. Motion by Nickel, seconded by Savage to adopt the Citizen Participation Plan for the SCDP application. Motion carried unanimously.

Boys Scouts request to waive rental fee at Community Center

Boy Scout member Jacob Suess requested that the rental fee be waived for their Sunday, February 16 pancake breakfast. Motion by Ysker, seconded by Nickel to waive the fee. Motion carried unanimously.

First Reading-Animal Ordinance #2-14-Establishing Overlay District

First Reading-Animal Ordinance #3-14 Animal Regulation and Regulation of Potentially Dangerous and Dangerous Dogs

First Reading-Animal Ordinance #4-14 Amending Sections of Chapter 9 Relating to Ordinances #2-14 and #3-14

Ordinances reviewed. No action taken.

2013 Budget-Revenue and Expenditure Review

Revenue and expenses were reviewed, no questions. The final numbers for 2013 will be available after the year end audit is completed by City auditors.

League of MN Insurance Trust Tort Waiver

Motion by Savage, seconded by Nickel the city does not waive the monetary limits on municipal tort liability. Motion carried.

2014 Invasive Species Grant

Motion by Nickel, seconded by Ysker to apply for the Invasive Species Grant for 2014. Motion carried.

Compensation Study

Councilmen Savage and Ysker will be the council representatives for the compensation study.

Adjourn

Motion by Nickel, seconded by Ysker, to adjourn at 6:54 p.m.

ATTEST:

Dawn Fast, Deputy Clerk/Treasurer

REGULAR MEETING
ECONOMIC DEVELOPMENT AUTHORITY

January 10, 2014

12:00 Noon

PRESENT: Mark Hanson, Dean Janzen, Audi Nickel, Steve Syverson and Jerry Haberman
Clara Johnson, Advisor

ABSENT: Vern Peterson, Brian Harder and Deb Englund, Advisor

STAFF PRESENT: Rob Anderson

CITY ADMINISTRATOR: Wendy Meyer

GUESTS: None

1. Call to Order: Mark called the meeting to order.
2. Consent Agenda: Motion made and seconded by Dean and Audi to approve the minutes as presented. Carried.
3. Election of 2014 Officers. Rob opened the floor to nominations for 2014 EDA Officers. Motion made and seconded by Audi and Dean to keep the same slate of officers for 2014 with Mark Hanson as President, Vern Peterson as Vice President and Marva Ott, Secretary. Carried.
4. 2013 EDA Work Plan Year End Report. Mark commented that the EDA had a very good and productive 2013 with many business and housing developments occurring throughout the year. Other board members agreed. Rob stated that for development of the 2014 Work Plan, the 2013 plan will be used as a reference. He stated that with the new developments occurring in 2013, we may want to consider as a part of the 2014 plan the need to identify additional land for an industrial park/lots. Rob was directed to contact LeRoy Radtke to see if he would be interested in selling his lot (Lot 3, 1.4 acres) next to the lot in Jenny's Subdivision that Jim Sneer is donating this year to the EDA. It is estimated that LeRoy has invested \$56,486 for land and assessments. If we could have both Jim's lot and LeRoy's, it would possibly be large enough to accommodate one more development the size of Pop'd Kerns. Other potential sites were discussed as suited for industrial development. Perhaps the best site would be the acreage south of Highway 60 owned by Midway Farm Equipment and/or Rodney Goertzen. Jerry indicated that if we ever have a large industrial project that they would consider working with the EDA for the land. Additional discussion occurred about potential development sites in the area and whether or not the land would be for sale and with good water, sewer and street access. Motion made and seconded by Audi and Mark to accept the 2013 EDA Work Plan Year End Report. Rob will present this report to the city council.
5. Mt. Power Hydraulics Expansion Public Hearing for Modification of the Economic Development District No. 1. Mark opened the Public Hearing at 12:22 p.m. With there

being no public in attendance to make comment, Mark closed the Public Hearing at 12:23 p.m. Motion made and seconded by Jerry and Steve to approve the Resolution. Carried.

- a. Consider Adopting Resolution Approving the Terms Of A \$125,000 Tax Increment Interfund Loan In Connection With Proposed Tax Increment Financing District No. 1-6 Within Redevelopment District No. 1. Motion made and seconded by Jerry and Steve to approve the Resolution as presented. Carried.
 - b. Site Plan Update – Utility, Other Easements. Rob handed out 2 site drawings prepared by Bolton & Menk surveyors showing the existing building and the location of the proposed utility easement. After discussion, it was the general consensus of the board members in attendance that the easement should be the entire area north of the new building for utilities and access (trucks turning, parking, etc.). If Mt. Power Hydraulics wants this area for future development, the EDA will give up the easement at that time as long as we can get a new easement.
 - c. Other: There was no other discussion regarding this project.
6. Milk Specialties Global. Rob explained that MSG is now ready to move forward with the expansion of the Conestoga Building by 30,000 sq. ft. as planned last fall. MSG now has approval from their corporate offices to move forward. Rob has talked to Northland Securities about financing and Northland does have some concern about doing another project with the same financing as Pop'd Kerns and Mt. Power Hydraulics. We need to be careful to not jeopardize the city's ability to finance future projects with this deal. Rob said that we will continue to work with Northland to come up with a financing plan that works for everyone. Rob asked board members if the value of the existing building should be the remaining balance that we owe on it (about \$360,000) as part of the overall deal and the it was the consensus of the board members that yes, this should be the dollar amount used, plus what is owed at the time of the lease on the new dock project recently completed last fall. Rob will work on this project and report progress at the next meeting.
7. Housing Study. Rob stated that this agenda item is carryover from the December meeting. Rob asked what the wishes of the board are. Should we proceed with an RFP and hiring a firm to do a new housing study? The cost will be between \$10,000 and \$20,000 for the study and another \$5,000 to the Southwest Minnesota Housing Study to implement the plan. We did not budget the money for 2014 and would need to transfer funds from other EDA accounts to pay for it. We could also apply for grants to help pay for the study. Mark commented that as a local realtor, he has houses for rent that remain unrented and there are also apartments at Parkwood and Laker Apartments are vacant. Steve asked Wendy if we could get a copy of the highlights of the last housing study done in about 2003. It was the general consensus of the board members to table the discussion until members could review information from the 2003 study.

8. General Discussion:

- a. Mountain Lake Golf Development, Inc. Loan Request Status. Rob reported that he attended a meeting before Christmas with representatives of the golf club board and staff at United Prairie Bank. The bank is willing to consider a proposal that involves the EDA leaving the current financing as is and extending the original balance back up to the \$60,000 (golf club could apply for \$32,075 from the EDA) to help finance the improvements needed at the course. It was the general consensus of board members present that the EDA board would be open to consider a lower interest rate and longer term than is customary by the EDA to help the golf club with cash flow. The bank is waiting for a requested current balance sheet and other documents from the golf club. Rob will continue to work with the golf club and bank to come up with a financing plan that works for everyone.
- b. Next Regular Board Meeting is February 14, 2014. Mark will be gone for that meeting.
- c. Other business. No other business came before the board.

9. Adjourn.

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SPECIAL MEETING
ECONOMIC DEVELOPMENT AUTHORITY

January 30, 2014

12:00 Noon

PRESENT: Mark Hanson, Brian Harder, Steve Syverson, Vern Peterson, Jerry Haberman and Clara Johnson, Advisor

ABSENT: Audi Nickel and Dean Janzen and Deb Englund, Advisor

STAFF PRESENT: Rob Anderson and Marva Ott

CITY ADMINISTRATOR: Wendy Meyer

GUESTS: None

1. Call to Order: Mark called the meeting to order.
2. BB's Diner Closing: The board discussed the issues regarding the loans with the EDA for Blair and Brandi Grove. The Grove's want to continue making their loan payments but are trying to sell the business with an asking price of \$175,000.00. The bank and Rob met with the Grove's and told them that their asking price was too high and that they need to consider lowering it. Taxes and insurance are current and to maintain them and the building along with the loans to the bank and EDA it will cost them approximately \$2,000.00 per month to do this. The Grove's are asking the EDA to consider letting them make interest only payments on their loan until the business is sold. The board continued discussion on their options and considered that the only recourse the Grove's may have is to file bankruptcy. After more discussion, Brian made a motion to let them do interest only payments till May 1st only subject to the payments being made current and keeping current till then and to have them also give permission to allow the bank to share their loan status with the EDA. Jerry seconded this motion. Motion carried with Steve abstaining from the vote.
More discussion continued about how to make sure they are paying their utilities so the building doesn't freeze up and Jerry made a motion to have them agree to give written permission to allow non-payment notices to be sent to the EDA. Vern seconded the motion. Motion carried with Steve abstaining from the vote.
3. Other: The board also discussed Mt. Power, MSC, Pop'd Kerns, along with ideas on who might be interested in buying BB's and another party possibly doing a restaurant in the old Parkside Depot. No action taken.

Meeting adjourned.

Police Commission Mtg
January 9, 2014

Members Present: Norm Kunkel, Darryl Bargaen, Wendy Myers, Andy Ysker, Garrett Wall, Sue Garloff, William Phanlauangsouk, Doug Bristol

Call to Order: Norm Kunkel

1. December minutes read: no additions or corrections
 - a. Motion to approve: Darryl Bargaen:Seconded:Garrett Wall
2. Budget Expenditures
 - a. \$7,000 for car fund
 - b. \$843 for GPS/wires/ 2 visits/ damage due to spare tire
3. Chief's Report
 - a. No surprises for the year
 - b. Calls for service low in November and December
 - c. Citations less than last year
 - Officers not writing as many tickets
 - Working with people on city citations
 - School taking care of their own issues now
 - d. Mileage on vehicles
 - At expected levels
 - 3000-3500 miles is average currently
4. Old Business
 - a. Copier purchased
 - b. Dollar amount for Police Commission approval
 - Wendy Myers investigated City Council, Police Commission Minutes, Ordinance and Police Manual
 - Nothing found in the minutes
 - If item is in the budget: has been preapproved
 - Replacement or routine item is also approved
 - Police Commission is responsible for" new" items
5. New Business
 - none

Motion to Adjourn: Darryl Bargaen: Seconded : Garrett Wall

SPECIAL UTILITIES COMMISSION MEETING
THURSDAY, JANUARY 23, 2014
7:00 A.M.

PRESENT: John Carrison
Mark Langland
Mike Johnson
David Savage-City Council Liaison

ABSENT: Bryan Bargaen, Chairman

STAFF: Lynda Cowell – Utilities Office Manager
Wendy Meyer – City Administrator
Kevin Krahn – Water/Wastewater Supt.
Dave Watkins – Water/Wastewater
Pat Oja – Lineman
Ron Melson – Electric Supt.

OTHERS: None

Mark Langland -Vice - Chairman called the special meeting of the Utilities commission for January 23, 2014 to order at 7:00 a.m.

1. Minutes and Bills: Motion by John Carrison seconded by Mike Johnson to accept the minutes and bills as presented. Motion carried. Checks #14067-14106.
2. Water/Wastewater Department:

Lawn Mower: Motion by Mike Johnson seconded by John Carrison to purchase the used lawn mower from the City of Mountain Lake for \$3950.00. Motion carried.

New Well: The well will be dug on the former Boldt's Water Care property at the north intersection of Nickel St. and 10th St. N.; a new raw water line will cross 10th St. N. and follow 9th St. to the current well house in the southwest corner of the cemetery; and the well in the fire hall will be closed. The City is pursuing two sources of funding: a grant through the MN Small Cities Development Program (SCDP); and if necessary a low interest loan through the MN Public Facilities Authority (PFA). Pettipiece and Associates is completing work on the SCDP application, a public hearing will be held at the Feb. 3 council meeting. Bolton and Menk has completed work on the PFA application. A well construction application for the well and raw water main has been submitted to the Dept. of Natural Resources (DNR). A meeting with utility providers with services in the area will be held next week.

FYI:

****Water Plant Meter:** The meter does not seem to be working correctly. A new one has been ordered.
****Well #5:** The volume of water is dropping; something might not be working right.
****Watermain Break:** Nickel Construction was hired to help with the water main break in alley behind Custom Motors in Block 7. A company from Iowa also came to help locate the break.
****Milk Specialties (MSC):** Staff and Andy Kehren will be meeting with management today at 1:00 p.m. Currently the water used in MSC's reverse osmosis filter process is released into a nearby stream. The company has received indication from MN Pollution Control Agency that in the near future this will no longer be allowed. Eventually MSC will need to release this water to the city's treatment system.

3. Electric Department:

Green Tags/Renewable Energy Credits (REC) A chart from CMMPA was reviewed. Based on future estimated load, wind projects the utility participates in through CMMPA and Mt. Lake turbine production the Utility will be able to comply with the Renewable Energy Standard (RES) until 2026. If the Utility sells excess RECs it will be in compliance until 2024. CMMPA staff is recommending we not sell; RECs are more valuable to the utility if we kept. The RES increase until 25% of all energy must be renewable in 2025.

CIP: On January 14, 2014 the Free Residential Energy Audit was done at Marilyn Feil's house. Cheryl Hiebert from the newspaper is writing an article. The sign-up is going well.

**Regular Lake Commission Meeting
Monday, January 13, 2014**

Members Present: Jim Peterson, Jay Schied, Greg Hildebrandt, Jean Haberman

Guests Present: Wendy Meyer, Rachel Yoder

Chair Peterson called the meeting order at 6:30 p.m. M/S/P Schied/Hildebrandt to approve the minutes of the December 9, 2013 meeting.

Treasurer's Report:

Cash Balance	(\$68,740.67)
Bills:	
Muske - Legal fees	2,874.40
Citizen - Thin ice ad	63.90
Malkerson attorney - Trail settlement	14,324.23
Country Pride - Supplies for aeration steps	270.34
Postage	17.48
Jim Peterson - Part for ice auger	42.74
Bergen - Blow & Go crack repair on trail	4,995.00
Country Pride - Compression belt	15.98
Income:	
State of MN - Invasive Species Grant	10,000.00
League of MN cities - Insurance dividend	79.28

M/S/P Hildebrandt/Schied to approve Treasurer's Report and pay bills.

Lake: The DO level is 5.7, which is excellent.

Jim and Wendy will be applying for a permit to remove invasive species and then will complete a DNR grant application for expense reimbursement.

4th of July Fishing Contest: Jay attended a Sportsman's Club meeting. They are not interested in sponsoring a Kid's Fishing Contest. Jim will talk to Marlin Palm about how to proceed.

Fundraising: It was suggested to sponsor a raffle for guessing when something will sink on the lake... possibly an outhouse?

Other: Rachel Yoder said that snowmobiles are driving on the trail. Since this is a legal issue, it was suggested that she contact the police or DNR.

Respectfully submitted,
Jean Haberman, Secretary

Jean Haberman

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Mountain Lake Tree Commission Minutes
November 12, 2013
City Hall, 7:45 p.m.

Present: Dave Bucklin, Steve Harder, Sonya Buller
Others: Nathan Harder, Judy Harder, Wendy Meyer

1. Approved July 8, 2013 minutes M/S/P
2. Updated finance statements were discussed. Thanks to Dawn Fast and Wendy Meyer for the work. There is a balance of \$3,950 in the account; all outstanding bills have been paid! Removals totaled \$9,084 (\$4,916 was from a 2012 job), and planting expenses totaled \$5,576.
3. Removal and planting requests come in due to the street work. We will wait to see how the damage shows up before cutting down boulevard trees.
4. Nathan presented information about food forests and how we could begin to consider our resilience and sustainability as a community. We would like him to give a similar talk to the city council so that we have their approval to begin working in Lawcon Park in the area by the plunge pool. Judy will submit a grant proposal to SHIP for the food forest.
5. Judy will submit the information necessary for TreeCity USA. Wendy will send her the 2013 Arbor Day proclamation.
6. Dave has requested dates for the Conservation Corps MN to work in Mountain Lake and Windom for 4 days in May.
7. Our next meeting: January 13, 2014 (whoops, missed this one!)

Submitted by – Judy Harder

Mt. Lake Economic Development Authority 2013 Work Plan

Mission Statement:

The mission of the Mt. Lake Economic Development Authority (EDA) is to serve the socio-economic needs of our community, enhance the business climate, and encourages expansion of retail, commercial and industrial businesses and to educate and work with members of our community to help accomplish our goals.

Vision Statement:

The vision of the Mt. Lake Economic Development Authority (EDA) is to encourage a progressive full service community that meets the needs of every citizen (*Mt. Lake 2016*).

Proposed 2013 Economic Development Plans for the City of Mt. Lake:

- Goal No. 1. Facilitate the redevelopment of Eventide Suites in Mt. Lake, work to determine an appropriate use for the property and obtain public input on potential use(s) or demolition if necessary.

Objective: Determine the highest and best use of the Eventide Suites Building for the community and work to implement a plan to redevelop the property. The EDA will need to develop a plan for utilization of the property, or determine if it's best to demolish the building and develop the property for another use.

Work Plan:

- i. EDA will work with the City Council, Project Developer, Good Sam Management and Financing Company to determine the best sources of public and private financing to provide a key component to a rehabilitation project financing and success.
- ii. EDA will provide leadership in plotting a plan for redevelopment of Eventide by convening meetings of community members, project partners and keep the project moving forward.
- iii. Continue to support the Director's participation on the Board of Directors of Good Sam to show support for the project and Good Sam in general.
- iv. Assist Good Sam in acquiring any necessary permits from the city or other governmental agencies; and
- v. EDA will utilize all economic development tools at their disposal to help complete the projects.

Goal No. 1 *Accomplished.*
The EDA played a key role in facilitating the redevelopment of the Eventide Suites property into a new church building site for the Mt. Lake Assembly of God Church. No city or EDA funding was needed for the project. Also, Community Development Director Anderson continues to serve on the Good Sam Board of Directors.

Goal No. 2. Work to assist downtown building owners with a vacant store front to rehabilitate their building to a usable and productive property.

Objective: To utilize all EDA resources to help downtown building owners with or without a vacant storefront to realize their full potential of occupancy by a retail or service related business.

Work Plan:

- i. Contact all downtown property owners with an offer from the EDA to help them with any exterior work needed to improve or otherwise make ready for a business to occupy.
- ii. Consider transferring funds from the Minnesota Investment Fund, Federal Dollars to utilize as a source of funds for improvements.
- iii. The EDA Construction Committee and Director will oversee plans for improvements by property owners.
- iv. Assist property owners with vacant storefronts to marketing their properties via the city web site and any other means available.

Goal No. 2. *Ongoing.*
During 2013 the EDA Director visited most all downtown business/building owners and discussed with them the availability of funds for renovating their property. Also in 2013, \$11,000 of the Small Cities Grant Fund was provided to Western Community Action as matching dollars for the Small Cities Housing Rehab Program. Funds are currently available to interested business owners. The EDA will continue to market this program as an affordable way for business owners to fix-up their properties.

Goal No. 3. Attend all Community Venture Network (CVN) Sessions, continually update a plan of action, provide the assistance and incentives necessary to recruit one business.

Objective: To provide all available means reasonable to bring a new manufacturing or other suitable business to Mt. Lake.

Work Plan:

- i. Facilitate a business location for a new business.
- ii. Assemble a financial package to meet the company's needs.

- iii. Be a liaison between the company and city on development issues;
and
- iv. Be a resource for the company's future growth needs.

Goal No. 3. *Ongoing and Accomplished.*
In 2013 the EDA Director attended 2 out of the 3 CVN Sessions. The only session that was not attended was due to a scheduling conflict with an important EDA Board Meeting.

Several new businesses located or started-up in Mt. Lake in 2013 including:

The Lodge of Mt. Lake

Mt. Lake Family Fitness

Pop'd Kerns

Mt. Lake Antiques (relocation)

The EDA was instrumental in facilitating the above business developments utilizing available economic development tools such as tax increment financing.

Goal No. 4. Business Retention & Expansion.

Objective: 85% of all new jobs in a community come from existing businesses. An ongoing BR&E program is more effective than a formal effort every 5 years. Communication with existing businesses will prove to be an effective way to retain our existing businesses.

Work Plan:

- i. Schedule business visits to discuss issues regarding business climate and issues affecting their business and growth.
- ii. Visit major employers on a regular basis.
- iii. Keep the EDA Board abreast of issues affecting businesses on a monthly basis.
- iv. Have event to honor local businesses – breakfast, etc.; and Provide loan(s) to at least one existing company for business expansion. According to *Mt. Lake 2016*, special attention needs to be made at retaining core businesses/services in the community including:

- Health Care
- Grocery Store
- Pharmacy
- Nursing Home

Goal No. 4. Ongoing and Accomplished.
In 2013 the EDA Director visited most Mt. Lake businesses to see what the City, EDA or Chamber of Commerce could do to help them with the growth of their business. In part, the visits resulted in the expansion and discussion of expansion from several businesses. Late in 2013 Balzer, Inc. began the construction of new administrative offices that will increase the efficiency and value of their business.

Major Mt. Lake businesses were visited on a regular basis in 2013 and regular communication is ongoing with these businesses. All core businesses were retained or expanded their operations in 2013.

Goal No. 5. Encourage Utilization of RLF Program.

Objective: Loan out 90% of available RLF loan funds to Mt. Lake businesses, new and existing.

Work Plan:

- i. Promote availability of loan funds; and
- ii. Consider selling existing development loans to recapitalize the loan portfolio.

Goal No. 5. Ongoing and Accomplished.

Two new RLF loans were made in 2013 to:

BB's Diner \$23,000
Balzer, Inc. \$100,000

Over \$500,000 in loan funds is available to qualifying businesses.

The EDA Director promotes the availability of loan funds through the EDA when visiting businesses.

Goal No. 6. Marketing.

Objective: Attract one or more companies to locate in Mt. Lake.

Work Plan:

- i. Market JOBZ and industrial land available on city web site.
- ii. Work with MN Department of Employment & Economic Development to make sure they have accurate information on available industrial/commercial land and buildings.
- iii. Keep web site updated with easy to find community and economic development resources.
- iv. Participate in regional and state marketing efforts; and

- v. Attend local, regional and state conferences that provide and opportunity to network marketing ideas from other communities and organizations.

Goal No. 6. Ongoing and Accomplished.
In 2013 the EDA was successful at attracting a new business to town – Pop'd Kerns. The successful recruitment involved the EDA acting as the project developer, constructing a 13,500 sq. ft. new manufacturing building for the company to lease and issuing Tax Increment Financing General Obligation Bonds to pay for the \$1.8 million dollar project that will create 7 to 10 new jobs for the community.

The city's web site continues to be one of the main marketing tools available to the EDA. The web site has a lot of development information including available land, incentives and contact information.

In 2013 the EDA Director attended several economic development conferences and had the opportunity to network with local, regional and state economic development officials. In addition, the EDA Director participates when available in the Southwest MN Economic Development Professionals work group that meets quarterly.

Goal No. 7. Housing.

Objective No. 1: There are several individual grants remaining for low-to-moderate homeowners in the Mt. Lake/Windom Small Cities Development Program for rehabilitation. The EDA will encourage the utilization of this grant program to help give all residents the opportunity to live in safe and sanitary homes.

Objective No. 2: Work with the Southwest Minnesota Housing Partnership in applying for a Small Cities Grant for the construction of a 4-Plex located either adjacent to Mason Manor Apartments or Heritage Estates Apartments.

Objective No. 3: The Lakeview Estates lots are used as a tool to bring new families to the community with free lots. Lots then become affordable with the return on investment being increased property taxes.

Work Plan:

- i. Work with the Southwest MN Housing Partnership in administering a MN Department of Employment & Economic Development Small Cities Housing Rehab Grant. Apply for additional grant funds if the demand continues to be high.

- ii. Work with the Southwest MN Housing Partnership to put together a grant financing package that makes construction of a new 4-Plex project affordable for the EDA and renter.
- iii. Market the Lakeview Estates lots to other communities as affordable lots for building new homes.
- iv. Give away three or more Lakeview Estates lots.
- v. Work with local developers that may be interested in constructing a "spec" home including coming-up with creative financing programs as incentive to build.
- vi. Explore other avenues for marketing lots.

Goal No. 7. Objective No. 1: Accomplished.
The Small Cities Housing Rehab Grant with the City of Windom is now complete and will be closed-out in 2014. Over \$60,000 of grant funds were received by 5 different home owners to rehab their Mt. Lake homes through the grant program.

Objective No. 2: Not Accomplished
The EDA Director invited a representative from the Southwest Minnesota Housing Partnership to attend an EDA Board Meeting and we learned that the MN Dept. of Employment & Economic Development no longer grants funds for construction of new low-to-moderate income multi-family housing units. We will continue to seek out new sources of funding for this type of housing.

Objective No. 3: Ongoing and Accomplished
In 2013 one new house was constructed in Lakeview Estates and one lot was sold with another lot sale approved but pending. After the sale pending lot is completed a total of four lots will have been sold. There remains one lot with an option to purchase outstanding. We anticipate 2 new houses to be constructed in the summer of 2014.

Also in 2013, the EDA received information from the Southwest Minnesota Housing Partnership on resources available to conduct a housing study. A housing study is needed to provide supporting market information to the EDA or private developers that may be interested in building homes in town.

2013 EDA Accomplishments/Highlights

In 2013 new construction projects throughout the community demonstrated a strong commitment from city leaders to invest in the future of the community. The projects included business development, new housing, senior assisted living housing and infrastructure development. Following are the major highlights from the year starting with the January EDA Board Meeting:

- The EDA held election of 2013 Officers, approved the 2012 Work Plan Year End Report and discussed the need to facilitate redevelopment of the Eventide Suites Building as a priority in 2013.
- The EDA Board was selected by the Mt. Lake Chamber of Commerce as the recipient of the Volunteer of the Quarter. The EDA donated \$25 in Chamber Bucks to the Mt. Lake Food Shelf.

February Meeting:

- After an advertisement for bids and Public Hearing held, the old "Falk Station" was sold to Brandon & Sarah Roach.
- A loan request was approved to Blair & Brandi Grove, owners of BB's Diner in the amount of \$23,000.
- The EDA Construction Committee Reported on a committee meeting held to discuss housing need in the community, downtown buildings and Eventide Suites.
- Approved the 2013 EDA Work Plan.
- Approved a repayment plan from Custom Motors regarding their bankruptcy case.

March Meeting:

- Heard presentation from Lisa Graphenteen with the Southwest Minnesota Housing Partnership regarding grant funding for new 4-Plex Project. Grant funding has "dried up" for new construction.
- Discussed that there are interested parties in the Mt. Lake Fitness Building for continued use as a fitness center.
- Extended Right of First Refusal on 2 lots at Lakeview Estates.
- Renewed the Custom Motors Lease for another year.
- Discussed attending Rep. Rod Hamilton speaking on "Creating Thriving Communities" on March 9th.

April Meeting:

- Approved requesting bids for Milk Specialties Global request for Loading Dock Improvements at the "Conestoga Building".
- Approved requesting bids to install a new door locking system for the Fitness Center Building and other improvements needed.
- Approved a Quit Claim Deed for Scott Doyscher with Mt. Lake Fitness Center Contract for Deed.
- Discussed possible locations for a potential new cement plant business interested in moving to town.

May Meeting:

- Approved lease with Mt. Lake Family Fitness for the fitness center building.
- Discussed potential for Mt. Power Hydraulics to expand at their current location.
- Discussed potential for King Eggroll owner to acquire the adjacent building to expand the grocery store and restaurant.

June Meeting:

- Met with Pop'd Kerns (formerly Gladcorn) owner regarding potential new building project to move the business to Mt. Lake – decided to move forward with planning for the new building project.
- Approved a Lakeview Estates lot option for an individual wanting to build in the future on Block 1, Lot 2.
- Discussed potential Balzer expansion project for new paint booth and corporate office space.

July Meeting:

- Opened several bid packages and awarded bids for the metal building for Pop'd Kerns project, reviewed budget, land purchase, rezoning and set Public Hearing Date to establish TIF District No. 1.
- Discussed Mt. Lake Golf Club need to borrow additional EDA funds to make improvements at the golf club.
- Entered into a new 2 year lease for the Conestoga Building with Milk Specialties Global with the new lease payment to reflect the costs of the dock improvements.
- Discussed Eventide Suites potential building use.
- Discussed Mt. Power Hydraulics expansion plans.

August Meeting:

- Awarded bids for civil, exterior, interior, mechanical and electrical packages for Pop'd Kerns project.
- Held Ground Breaking Ceremony on August 12th for Pop'd Kerns.
- Purchased approximately 3 acres of land from Jim Sneer for Pop'd Kerns project.
- Approved the 2014 EDA Budget.
- Approved plan by owner of The Joy Shoppe to pay-off the Small Cities EDA loan by end of September.
- August 26th, held Special EDA Board Meeting to establish Pop'd Kerns TIF District No. 1.

September Meeting:

- Approved a \$100,000 loan to Balzer, Inc. to construct new corporate offices on their existing property.
- Approved Pop'd Kerns Lease.
- Eric Olfert, Milk Specialties Global Plant Manager was present to discuss with the EDA Board their need to expand the Conestoga Building warehouse space by 30,000 sq. ft. The EDA Board agreed to pursue the expansion project and authorized the development of TIF Plan to finance the expansion.

- Learned of a deal reached between Good Samaritan Society of Mt. Lake and the Mt. Lake Assembly of God Church which Good Sam will donate Eventide Suites property to the church and the church plans to demolish the old Eventide Suites portion of the property to make room for construction of a new church and keep the “memory wing” portion of the property as part of the new church.

October Meeting:

- Toured Pop’d Kerns building site after the board meeting. Approved additional bid packages and approved Modification of the TIF Plan allowing for additional funding to cover high bids received.
- EDA voted to change the business loan policy to include new language for loan applicants outside city limits “If a loan applicant’s business is or will be located outside of city limits, the EDA Board may approve the request if the applicant meets all guideline requirements and can clearly demonstrate benefit to the community”.
- Approved contributing \$1,000 to the Chamber of Commerce new shop local campaign called “It’s All About Community”.

November Meeting:

- Approved adding extra loading dock cement at the Pop’d Kerns building.
- Mt. Power Hydraulics owner Loren Mifek was present to discuss his business expansion plans. The EDA Construction Committee met with Loren and the Committee recommended to the full board that the EDA act of the project developer, build a new 40,000 sq. ft. expansion to the existing building, purchase the land needed for the project, and advertising for architectural services. The EDA Board authorized the development of a TIF Plan by Northland Securities. The project will create up to 15 new jobs for the community.
- Received a donation of land from Jim Sneer in Jenny’s Subdivision, Lot 2.
- Discussed the EDAs interest in selling the Heritage Village Apartments.
- Held a Special Meeting on November 25th to hire Wilcon Construction as the Construction Manager for the Mt. Power Hydraulics Project, Brunton Architects as the project Architect and Northland Securities for financial planning.

December Meeting:

- Heard a presentation from Jennifer Prins with the Southwest MN Housing Partnership for Housing Study Options.
- Heard a presentation from Jordan Burmeister with Geronimo Wind Energy on the new area wind farm projects.
- Decided not to sell Heritage Estates Apartments at this time.
- Heard report about final costs for Pop’d Kerns project.
- Approved Calling for TIF Public Hearing, Draft TIF Plan and Sources & Uses of Funds for the Mt. Power Hydraulics project.
- Approved deferring Lakeview Estates lot assessments until lots are sold.
- Approved selling Lot 2, Block 1 of Lakeview Estates Subdivision to Nate and Andrea Brinkman with the EDA paying ½ of assessments.



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

140 First Avenue North • P.O. Box 434 • Sleepy Eye, MN 56085-0434

Phone (507) 794-5541 • Fax (507) 794-5542

www.bolton-menk.com

February 7, 2014

Wendy Meyer
City Administrator
City of Mountain Lake
Box C - 930 Third Ave.
Mountain Lake, MN 56159

Re: Overview of Recent Well Activities
City of Mountain Lake, MN
Project No.: S14.107249

Dear Wendy:

For the past several weeks Staff has been concerned that the water production in Well 5 and Well 6 appeared to be decreasing. During last week's investigation, it was concluded that both wells were drawing air at the pumps. Meaning that the water level in the wells was at the pump intake elevation.

Initially it was suspected that the well screens may be fouled by sediment or iron bacterial growth. Samples have been submitted to a laboratory to investigate the presence of iron bacteria with the results pending. However, the side effects of an iron bacteria problem in the wells typically would have already exposed themselves at the water treatment plant, and they have not.

Additional investigation as to the static water level in the wells was made on Friday, January 31 and has continued since. The investigation leads to the conclusion that the water level in Well 5 and Well 6 is dropping to the submersible pump intake elevation during extended pumping durations. The following is a summary of the pumping history and water levels in the two wells.

Well No. 5	
Static Water Level when Constructed in 2004	38.4'
Water Level when test pumped at 280 gpm in 2004	49.8'
Static Water Level at 1:00 pm on 1/31/2014	55'
Water Level at 2:15 pm on 1/31/2014 when pumping	57'
Water Level at Noon on 2/3/2014 when pumping	57'
Probable depth to submersible pump intake	57'

Well No. 6	
Static Water Level when Constructed in 2012	29.7'
Water Level when test pumped at 150 gpm in 2012	48.9'
Static Water Level at 1:00 pm on 1/31/2014	45'
Static Water Level at Noon on 2/3/2014 with wells pumping	44'
Probable depth to submersible pump intake	53'



Wendy Meyer, City Administrator
February 7, 2014
Page 2

In response to the observed low water levels in Well 5 and Well 6 the two pumps are no longer being pumped simultaneously. In addition, the speed of the pumps have been turned down in efforts to ensure that the water level in the wells remains above the pump intake elevation.

The observations made at Well 5 and Well 6 indicate that the static water level has dropped about 16-feet relative to the static water level recorded when the wells were first constructed and test pumped. It is also observed that the water level in Well 5 has dropped more than 7-feet when pumping at about 150 gpm when compared to the well development test pumping done in 2004.

When Well 5 was developed, it was determined that pumping at the well influences the static water level in Well 4. Well 4 was located about 50-feet north of Well 6 and at one time would produce more than 300 gpm. Well 4 often suffered from screen issues. When trying to clean the screen in 2011 the screen ultimately collapsed and Well 4 was sealed and replaced with Well 6. The connectivity that Well 5 shared with Well 4 also exists with Well 6.

Staff continues to monitor the static water level and water level when pumping in Well's 5 and 6.

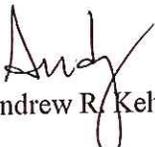
The water treatment plant (WTP) was designed to produce a uniform blend of filtered water and RO treated water. With the reduction in water supply from the wells the WTP is no longer capable of operating as originally designed. In efforts to provide RO treated water to the community, the operations computer at the WTP was re-programmed to allow the batching of water. In essence, through time delays the water plant first produces an excess amount of filtered water and stores the filtered water in the clear well located under the floor of the WTP. After a selected duration of filter run time the RO unit starts. When the RO unit starts filtered water no longer goes to the clear well because the feed rate required to operate the RO is greater than the flow rate coming into the WTP from the wells. During this time period only RO treated water is being fed to the clear well. At such that adequate RO treated water is produced to fill the clear well, the water treatment process stops and the high service pumps deliver the batched blend of filtered and RO water to the distribution system. The goal is to provide an approximate 50/50 blend of water to the community. The blend ratio is adjusted by modifying the period when only the filter is providing water treatment.

The preparation of bid documents and the search for grant funding is in process for the construction of Well 7. For discussion purposes the attached exhibit was created showing the profile of existing Well's 5 and 6 and proposed Well 7. The profile shows that the gravel formation targeted for Well No. 7 is about 45-feet lower than the gravel formation shared by Well 5 and 6 and the depth at which the ground water is proposed to be drawn is about 90-feet lower. It seems unlikely that water drawn from proposed Well 7 would directly influence the water level at Well 5 and 6. Monitoring of the water level at Well 5 and 6 will be performed when Well 7 is test pumped and developed.

Please feel free to contact our office with any questions or comments regarding the current well situation or the proposed Well No. 7.

Sincerely,

BOLTON & MENK, INC.


Andrew R. Kehren, P.E.

Enclosure

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Lawcon Park Food Forest: An Opportunity for New Growth

February 18, 2014

What is a Food Forest?

- Diversity of plant types and forms, with an emphasis on perennial plants. This allows for a greater number of beneficial organisms to live in and near the food forest, which helps maintain a natural balance between pests and their enemies.
- The soil surface should be covered permanently with wood chips or other type of vegetative matter. This is different from a normal food garden where the soil is constantly worked up; the permanent cover helps maintain moisture in the soil and feeds soil life necessary for the healthy growth of plants.
- A place for people to mingle with nature – people are active participants in a food forest, learning how the plants and associated organisms change through the seasons and over the course of many years.
- Pests and diseases are part of natural cycles, often with a variety of relationships and interactions which we cannot see or sense. Any action that we take will have wide-ranging effects, so we should act with care and observe the results of our actions.

What a Food Forest is Not

- Monoculture. A monoculture is an open invitation for pests and diseases to enter the system and make use of the available energy and nutrients. For example, there are several serious problems with the way corn is grown in monoculture that require large amounts of inputs to counteract.
- Space designed for machines makes for inhumane surroundings for people. Take for example the layout of streets designed for vehicles, which often leads to pedestrians feeling alienated or at risk of accidents in urban areas. A community forest garden needs to be human-scale.
- Pests and diseases killed with toxic chemicals. This is counter to our desires to be healthy and productive human beings.
- Bare soil is a sign that something is wrong in the forest garden. It also leaves space open for unwanted plants to grow.

Forest Ecology – Plant Layers

The idea of working with a food forest is to establish more connections within our everyday context that allow for a greater expression of natural processes. This means that we should look to how natural systems are set up for ways to design and work with a food forest. The concept of plant layers in a forest is a good way to begin; the following is a short list of the major plant layers of a forest with examples of useful plants found in each layer.

- **Canopy trees:** Walnut, chestnut, honey locust.
- **Medium trees:** Most common fruit trees - apple, pear, plum, cherry, juneberry.
- **Vines:** Grapes, hardy kiwi.
- **Shrubs:** Hazelnuts, many types of berries - currants, gooseberries, raspberries, elderberries, sea berries.
- **Grasses/forbs:** Clovers, coneflower, big bluestem, indiagrass.
- **Fungi:** Specific types of mushrooms can be grown for harvesting.

Why does Mountain Lake need a Food Forest?

A community food forest would help Mountain Lake move farther along the path of becoming more resilient to potential negative influences in the following areas:

- **Food Security** – A food forest allows for a wide range of adapted food-producing plants to be in reach of a greater number of people. Knowledge of how to care for the plants, harvest, and process foods can be learned over time. The current system of government support does not address this, rather it creates greater dependency.
- **Building relationships** – A food forest can draw together community members during different occasions, thereby strengthening ties between neighbors and helping us get to know people outside our normal social circles.
- **Alternative Income Sources** – Depending on the scale of planting, a food forest can provide the base for small-scale household or community-based industries, which can be very important in times of economic downturn.
- **Environmental Services** – Creating spaces for more species of organisms to flourish within our community provides many services such as air and water filtration, biomass recycling,

and natural pest control. Think of the beneficial effects of not having to haul away and burn piles of leaves and branches every autumn!

Lawcon Park Food Forest Project Cycle

1. Articulate Goals
2. Analyze and Assess Site
3. Design Site
4. Implement
5. Evaluate
6. Repeat Cycle

Food Forest Examples

- **Basalt, CO:** Conversion of a section of public park into a community edible forest, ½ acre in size, in a town where the population is approximately 3,800 year-round residents.
- **Wellesley College, MA:** Edible Ecosystem Teaching Garden – emphasis is on providing space for environmental education of students and their parents.
- **Madison, WI:** Planting fruit and nut trees on public property, orchard planning and pruning workshops.
- **Seattle, WA:** Community-oriented, organized around improving food security; located on public park land, 7 acres total.
- **Totnes, England:** Nut and fruit trees planted along city streets, cared for by volunteers; community tree plantings are a yearly event.
- **Vancouver, BC Canada:** Planned planting of 150,000 fruit and nut trees on city streets, parks, and public lands over 8 years; key goals: food access, climate change, water management.

Considerations

- Project budget and time frame, planned activities.
- Community involvement.

- Long-term maintenance of Food Forest – asset, not expense.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Definition of Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Processing of a Grievance: It is recognized and accepted by the Union and the Employer the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Grievances, as defined in Section A, shall be resolved in conformance with the following procedures:

Step 1. An employee claiming a violation concerning the interpretation or application of this agreement shall, within fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance in writing to the employee's supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within five (5) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the employee within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the employee and discussed with the City Administrator. The City Administrator shall give the Union the Step 2 answer in writing within five (5) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Administrator's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the employee within five (5) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Council. The City Council shall hear the grievance at their next regularly scheduled meeting and shall give the employee the Employer's answer in writing within five (5) days following the meeting. If a resolution of the grievance results, the terms of that resolutions shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in step 3 may be appealed to Step 4 within five (5)

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work days following the City Council's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the employee within five (5) work days shall be considered waived.

Step 3a. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver: If a grievance is not presented within the time set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof in writing, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union, may elect to treat the grievance to the next step. The time limit in each step may be extended by mutual agreement of the

10 -15 years	13.33 hours per month (4 weeks per year)	200 hours (5 weeks)
15 - 20 years	16.66 hours per month (5 weeks per year)	200 hours (5 weeks)

- 11.2 Vacation shall be granted for such periods as are requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given their choice of vacation period. Employee's requests for vacation leave must be made as far in advance as possible, and at a minimum twenty-eight days in advance. The Department Head will have the right to refuse vacation leave for more than one (1) employee at a time.
- 11.3 A new employee will not be able to utilize their vacation leave until after completion of one (1) year of employment.
- 11.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect at the time that the employee takes vacation.
- 11.5 Vacation must be taken in increments of not less than one (1) hour.
- 11.6 Employees who as a result of an emergency are called to work during a vacation shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked during the call back and will be given lost vacation time at some mutually agreeable date in the future.
- 11.7 Upon severance of employment, an employee shall be compensated at their current rate of pay for vacation leave accrued and unused to date of, separation. Should an employee fail to give the Employer proper notice of termination of employment (2 weeks in advance), no accrued vacation leave shall be paid.

ARTICLE 12 - SICK LEAVE

- 12.1 Regular and full time probationary employees shall accrue sick leave at a rate of one (1) working day for each month of service. Sick leave may be accumulated to a maximum of ninety (90) days.
- 12.2 Accrued sick leave may be used for illness, injury, pregnancy or pregnancy related problems, medical, chiropractic, eye or dental appointments, immediate family illness or because of exposure to contagious disease where the health of other employees might be endangered by reporting to work. Immediate family, for the purposes of this Article, shall mean the employee's, spouse, parents, child, step-child, ward or other relative living in the employee's household.

Article 14

Leaves of Absence

4. Any request for a leave of absence shall be answered promptly; requests for immediate leave (for example, funeral leave) shall be answered before the end of the shift on which the request is submitted, if possible.
5. In addition to accruing seniority while on any leave of absence of less than six months granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested, provided that the position still exists in the organization.

14.2 Paid Leaves:

1. **Funeral Leave:** In the event of the death of a member of a regular employee's immediate family, the employee shall be entitled to absent themselves from work for three consecutive days next succeeding the day of death. The employee will be paid for that portion of their regular week's work which falls within the above leave period, if he was scheduled to work. All such pay shall be at straight time rates. In order to qualify for payment under this provision, the employee must attend the funeral. Immediate family shall mean the employee's spouse, children, father, mother, sister, brother, father-in-law, or mother-in-law.

In the event of the death of an employee's or employee's spouse grandparents, the employee will be allowed one day off with pay if it is necessary that the employee attend the funeral and if the day of the funeral is a regular work day.

In the event of the death of an employee's brother-in-law or sister-in-law, the employee will be allowed one day off with pay if it is necessary that the employee attend the funeral and if the day of the funeral is a regular work day.

2. **Jury Duty:** Any regular employee shall be granted a leave of absence with pay for service on a jury. Such employees shall return fees for such jury service to the Employer. If excused, the employee shall immediately return to work for the balance of the day. The employee shall be allowed to retain mileage expense. The employees agree to cooperate with the Employer if it is necessary to request postponement of jury duty service because of the needs of the Employer.
3. **Military Leave:** Military leaves of absence will be administered in accordance with applicable laws.
4. **Professional Meetings Conferences or Training School Leave:** Leaves of absence with pay may be granted by the Employer to permit an employee or department head to attend professional meetings, conferences or training schools that are in the interest of the Employer or for other justifiable reasons. No overtime will be paid while employees are attending such meetings or conventions. Each day's attendance shall be considered as an eight hour straight time pay day, plus expenses as per city policy.

January 7, 2014

City of Mountain Lake
Attn: Chief Bristol

Re: Step 1 Grievance; Officer Ken Bradford

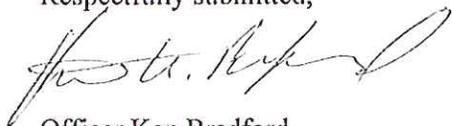
Officer Ken Bradford, Law Enforcement Labor Services, Inc. (Local #360), is filing this Step 1 grievance, as provided for in Article 7 of the labor agreement.

Nature of Grievance: Officer Bradford was denied funeral leave benefits in regards to his attendance at his grandfather's funeral.

Articles Violated: The action by the Employer is in violation of, but not limited to, Article 14 Funeral Leave, in the current labor agreement.

Remedy : Immediately reimburse him for the funeral leave and any other action needed to make him whole.

Respectfully submitted,



Officer Ken Bradford

cc: LELS B.A. Len McFarland
Steward Emily Mathiowetz



Drawer C
Mountain Lake, Minnesota 56159
(507) 427-2999 • Fax (507) 427-3327

January 15, 2014

RE: Funeral leave grievance

Officer Bradford,

I found your grievance in an envelope in my box at City Hall on Mon. morning January 13.

Your request for funeral leave was made via text-messaging. We never had a verbal, face-to-face conversation about your request. The text string is attached. In it you refer to the deceased as your 'step-grandfather'.

Article 14-2, Second Paragraph reads 'In the event of death of an employee's or employee's spouse's grandparents.... 'In your request you said 'step-grandfather'. In the preceding paragraph employees covered by the contract are given a three (3) day funeral leave for an immediate family member defined as 'employee's spouse, children, father, mother, sister, brother, father-in-law or mother-in-law'.

The contract does not grant funeral leave to an employee attending the funeral of a step-relative.

The decision to deny a one day funeral leave stands.

Sincerely,

Doug Bristol

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Wendy Meyer

From: MLPD #114 <mipd114@hotmail.com>
Sent: Monday, January 13, 2014 10:59 AM
To: Douglas Bristol; Wendy Meyer

Ken I need thursday off for a funeral. my step grandfather died. i was close to him as he was one of the people i Deer hunted with every year.
Does I'll get the shift covered.

Date of msg's

Ken Thanks

Monday Dec 30TH 2013

Does Ken, step grandparents don't include cure rap leave. Do you want unpaid day or vacation leave?
Ken Cure wrap?

Does Not sure what that means

Does Ah

Does Paid funeral leave

Ken Without say i guess

Date of msg's below line are from

Monday Jan 6TH 2014

Sent from my iPhone

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Raymond Jerome Swanson died December 29, 2013 at Sauer Health Care, Winona, MN.

He was born November 30, 1933 in Minneapolis, MN to Lawrence Edgar and Lucille (Newton) Swanson. The family moved to Minneiska, MN. Ray attended Minneiska grade school, Cotter High School in Winona graduating in 1951. On May 23, 1953 Raymond and Patricia A. Abts were married in Cathedral of Sacred Heart Winona.

Over the years he was employed by Northwest Coop Fertilizer Plant in Winona, Winona Police Dept., Railroad, Gould National Batteries in Lake City- retiring from AT&T and Qwest Telephone Company after 20 years.

His community service included: 20 year Rollingstone Volunteer Fire Dept., a past member of Rollingstone City Council and he delivered Senior Citizen Meals. He enjoyed fishing, golfing, playing cards (especially schafkopf), hunting duck and geese on annual trips to Canada as well as deer hunting with all his boys, and trips to Hawaii and Alaska..

Ray is survived by 5 Sons: Larry (Diane), Don, Gene (Lori), Ken (Debra), and Mike (Jeni); 4 Daughters: Lauritz (Brian) Sense, Rindy (Bob) Mulheron, Verna (Kent) Crary, and Cheryl (Rick) Muras, Brothers Jerry (Bonnie), Richard (Jackie), Dennis (Patricia), Robert (Marge), Brothers-in-law Jerry (Judy) Abts, Frankie (Mary) Abts, Sisters-in-law Katherine Diepenbrock, Rose (Terry) Currie; 35 Grandchildren: Anna (Luke), Scott (Katie), Tiffany (Scott), Kathy, Brandon (Kim), Adrian, Devin, Ken (Jess), Don (Casey), Ryan (Kayla), Desi, Nathan, Corey (Kim), Tyler, Derrick, Nicole (Chris), Colton, Shane (Jeanine), Trisha (Andy), Chad (Amber), Jessica, Riley, Kaley, Spencer, Ashley (Jason), Kyle, Christina (Ryan), April (Ehren), Nicholas, Josh (Whitney), Tyler (Sam), Ben, Amanda, Patricia, James, 28 Great Grandchildren: Brett, Hailey, Gracie, Scott Jr., Jerome, Donald, Adalynn, Jayla, Avery, Korey, Deaira, Libby, Karter, Balen, Camryn, Dylan, Ethan, Landon, Peter, Mya, Logan, Brodi, Xander, Leila, Gavin, MaKenzie, Jay, Tucker, with 5 more expected this summer, and 2 Great Great Grandchildren: Lilly and Landon.

He was preceded in death by his parents, father and mother-in-law, a brother Harold, a sister Patricia, great granddaughter, Brittany, and many aunts and uncles.

MASS OF CHRISTIAN BURIAL
Thursday, January 2, 2014 at 11:00 a.m.

St. Mary's Catholic Church
Minneiska, Minnesota

CLERGY

Reverend William Kulas

MUSCIANS

Julie Olstad - Soloist
Ian Schultz ~ Accompanist

READERS

Darlene Heaser Patti Heaser

EUGLIST

Frankie Abts

CASKET BEARERS

Brian Abts	Ralph Heaser
Todd Swanson	Denny Swanson
Dick Swanson	Jerry Swanson
Jerry Abts	Bob Swanson

INTERMENT

Hillside Cemetery
Minneiska, Minnesota

SERVICES ENTRUSTED TO

Fawcett-Junker Funeral Home & Cremation Service
Winona, Minnesota

IN LOVING MEMORY



Raymond J. Swanson

November 30, 1933 ~ December 29, 2013

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Law Enforcement Labor Services, Inc.

327 YORK AVENUE | ST. PAUL, MN 55130-4090
(651) 293-4424 Fax (651) 293-0203

January 15, 2014

City of Mountain Lake
Attn: Wendy Meyer

Re: Step 2 Grievance Officer Ken Bradford/Funeral Leave

Officer Ken Bradford, Law Enforcement Labor Services, Inc. (Local #360), is filing this Step 2 grievance, as provided for in Article 7 of the labor agreement. Step 1 of the grievance was denied by the Chief of Police January 14, 2014.

Nature of Grievance: Officer Bradford was denied funeral leave benefits in regards to his attendance at his grandfather's funeral.

Articles Violated: The action by the Employer is in violation of, but not limited to, Article 14 Funeral Leave, in the current labor agreement.

Remedy : Immediately reimburse him for the funeral leave and any other action needed to make him whole.

Respectfully submitted,

LELS B.A. Len McFarland

cc: Officer Ken Bradford
Steward Emily Mathiowetz

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MUSKE, MUSKE & SUHRHOFF, Ltd.

ATTORNEYS AT LAW

937 Third Avenue
P.O. Box 397
Windom, MN 56101
Phone (507)831-5575
Fax (507) 831-1097
E-mail: muskelaw@qwestoffice.net

Paul N. Muske
Josephine L. Muske *
Maryellen Suhrhoff + * †
Matthew L. Muske
Jeanette Pidde

Springfield: (507) 723-6221
Westbrook: (507) 274-5980
Comfrey: (507) 877-6801

January 21, 2014

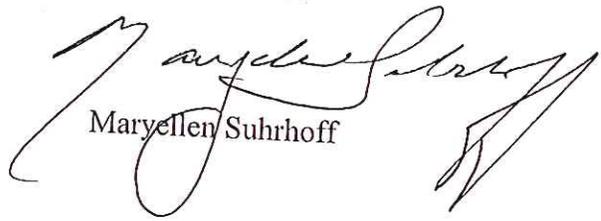
Len McFarland
Law Enforcement Labor Services, Inc.
327 York Avenue
St. Paul, MN 55130-4090

RE: Step 2 Grievance Officer Ken Bradford/Funeral Leave

Dear Mr. McFarland:

I am responding to your letter of Jan. 15, 2014, in which you invoked Step 2 of the Grievance procedure for Officer Kenneth Bradford. Mr. Bradford requested funeral leave for his step-grandfather. Please provide the basis for your claim that Officer Bradford was entitled to funeral leave benefits pursuant to Article 14 of the Labor Agreement. There is no benefit provided for a step-relative.

Yours very truly,


Maryellen Suhrhoff

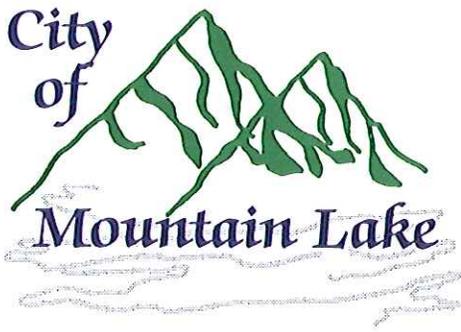
MS/lh

cc: Wendy Meyer ✓
Chief Bristol

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*Qualified ADR Neutral

+Family Law Mediator



Drawer C
Mountain Lake, Minnesota 56159
(507) 427-2999 • Fax (507) 427-3327

January 23, 2014

Len McFarland
Law Enforcement Labor Services, Inc.
327 York Avenue
St. Paul, MN 55130-4090

RE: Step 2 Grievance Officer Ken Bradford/Funeral Leave

Dear Mr. McFarland:

The City of Mountain Lake acknowledges receipt of Officer Bradford's Step 2 Grievance.

Unless the Union can provide evidence that the labor agreement provides benefits to step-relatives, the City's decision to deny benefits stands.

Yours very truly,

Wendy Meyer
Clerk/City Administrator

cc: Chief Bristol

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Law Enforcement Labor Services, Inc.

327 YORK AVENUE, ST. PAUL, MN 55130-4090
(651) 293-4424 Fax (651) 293-0203

January 24, 2014

City of Mountain Lake
Attn: City Council

Re: Step 3 Grievance Officer Ken Bradford/Funeral Leave

Officer Ken Bradford, Law Enforcement Labor Services, Inc. (Local #360), is filing this Step 3 grievance, as provided for in Article 7 of the labor agreement. Step 1 of the grievance was denied by the Chief of Police January 14, 2014. Step 2 was denied by the City Administrator January 23, 2014.

Nature of Grievance: Officer Bradford was denied funeral leave benefits in regards to his attendance at his grandfather's funeral.

The Chief of Police denied the leave and the grievance because Officer Bradford used "step grandfather" in his request for the leave. It's the Chief's contention that a "step grandfather" is not a grandfather under the terms of the collective bargaining agreement.

The City Administrator denied the grievance and asked that the Union provide evidence that the collective bargaining agreement includes benefits for "step relatives" or she is denying the grievance.

Officer Bradford and the Union contend that a "step relative" is a relative under the terms of the collective bargaining agreement. At least one other Article, specifically Article 12 Sick Leave, in the collective bargaining agreement and city policy offer's benefits to "step relatives". The Chief and City Administrator's denial of what appears to be a denial of all benefits concerning "step relatives" is well outside the spirit of the agreement and undermines all benefits for employees and their relatives.

Articles Violated: The action by the Employer is in violation of, but not limited to, Article 14 Funeral Leave, in the current labor agreement.

Remedy : Immediately reimburse him for the funeral leave and any other action needed to make him whole.

Respectfully submitted,

LELS B.A. Len McFarland

cc: Officer Ken Bradford
Steward Emily Mathiowetz

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Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 00000000000000000074032

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division ("State") and City of Mountain Lake, Police Department ("Governmental Unit").

Recitals

Under Minn. Stat. §§ 471.59, subd. 3 and 10, the State is authorized to enter into joint powers agreements with Governmental Units within the state of Minnesota, and may charge the Governmental Unit for services provided;

Under Minn. Stat. § 299D.04, the State is authorized to enter into necessary agreements for participation in a nationwide police communication system;

Under Minn. Stat. § 626.76 the State has authority to assist other peace officers in the line of their duty and within the course of their employment;

Under Minn. Stat. § 299C.46, Subd 2., the Governmental Unit is defined as a Criminal Justice Agency; and throughout this Agreement will adhere to and maintain a valid Criminal Justice Data Communications Network Agreement with the Minnesota Bureau of Criminal Apprehension (BCA) for obtaining and accessing Criminal Justice Information System (CJIS) information;

Under Minn. Stat. §§ 171.12, 171.07 Subd. 1 (a) and 168.346, and United States Code, title 18, section 2721, # 1, the Governmental Unit's law enforcement officers are authorized access to driver and vehicle information and to driver license photos for use in carrying out their duties; and

Through this agreement, the Governmental Unit is requesting connection to and access to information provided by the State's I/Mobile System for the Governmental Unit's officer's use in obtaining information necessary to carry out their duties while away from the office.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** March 1, 2014, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2014, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

2 Agreement between the Parties

The purpose of this agreement is for the State to provide the Governmental Unit with access to the State's I/Mobile system, through software purchased and installed by the Governmental Unit on the Governmental Unit's laptop computers mounted in the Governmental Unit's vehicle(s).

The properly installed software and system will give the Governmental Unit:

- a) The ability to run driver's license checks, vehicle checks, driver license photos and additional Criminal Justice Information System (CJIS) queries, authorized by the BCA. The Governmental Unit agrees, pursuant to Minn. Stat. § 171.07 Subd. 1a., driver license photos may be shared with law enforcement only for the purpose of investigation and prosecution of

Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

- crimes. The Governmental Unit further agrees that additional CJIS query data information is provided under Minn. Stat. § 13.82 Subd. 24., authorizing the exchange of information by law enforcement agencies provided the exchanged information is pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation, except no public personnel data may be released.
- b) The Governmental Unit's officers will also be able to use the provided State's I/Mobile map to show all signed on/GPS (Global Positioning System) enabled State units. The Governmental Unit's vehicle(s) will also show up on this map provided that Governmental Unit has GPS enabled vehicles and the unit is currently signed into the State's I/Mobile system.
 - c) The ability to send and receive Mobile messages to other units signed on to the I/Mobile system.
 - d) The ability to query location of signed on State I/Mobile units and Governmental Unit Mobile units.

The Governmental Unit will provide/install equipment that conforms to specifications provided by the State and listed in Exhibit A, which is attached and incorporated into this agreement for all vehicles that will use the State's I/Mobile system.

The Governmental Unit will maintain the system administration user ID (Identification)/password for all the Governmental Unit's computer laptops installed with the State's I/Mobile system software, and will provide the State's information technology (IT) staff access to the Governmental Unit's laptop computers as required for installing the State's I/Mobile system software onto the Governmental Unit's laptop computers. The Governmental Unit's system administration password must be a strong password composed of at least 8 characters including at least one upper case, one lower case, one special character and one number.

Prior to the State installing the State's I/Mobile system software onto the Governmental Unit's laptop computers, the Governmental Unit must acquire the necessary computer software (Intergraph's I/Mobile, an anti-virus package such as Norton or McAfee, MS Windows, and any other applications such as Easystreet Draw), and pay all software maintenance/upgrade fees for these software packages directly to the providing software vendor. This is the responsibility of the Governmental Unit, not the State.

During the term of this agreement, the Governmental Unit will provide the State's IT staff with access to the Governmental Unit's laptop computers, loaded with the State's I/Mobile system software, for the purpose of the State providing State I/Mobile system maintenance/upgrades and for troubleshooting purposes. The State's Authorized Representative of this agreement will designate a set period of time for providing and completing these system maintenance/upgrades, and will schedule the necessary maintenance/upgrades with the Governmental Unit's Authorized Representative of this agreement to determine a mutually agreed upon location and time to complete the maintenance/upgrades required.

The Governmental Unit shall establish a policy for safe usage of I/Mobile/Mobile Data Computers for officers/supervisors that includes how governmental unit emergencies will be addressed. The Governmental Unit's Authorized Representative will review I/Mobile messages to ensure messages are in compliance with Exhibit C, which is attached and incorporated into this agreement. Any Unit Alarms including unit emergency initiated from Mobile Data Computers will not be displayed or monitored by Minnesota State Patrol (MSP) Dispatchers. I/Mobile messages from other agencies will

Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

be kept pursuant to the Minnesota Government Data Practices Act. MSP Dispatchers will not relay or broadcast to Governmental Units any informational messages of any type, including but not limited to "Attempt to Locate" (ATL), "Be on the Look Out" (BOLO) or other Officer Safety messages.

The State's Authorized Representative of this agreement will notify the Governmental Unit's Authorized Representative of this agreement at least 3 working days in advance of scheduled system maintenance/upgrades as well as scheduled outages. It is understood that computer systems are not available 100% of the time and sometimes there are unplanned outages.

To be a part of this program and to have the State's I/Mobile system software loaded on the Governmental Unit's laptop computers, the Governmental Unit must adhere to the requirements of the State and other agencies, which are listed in Exhibit B, which is attached and incorporated into this agreement.

Any modifications to the Exhibits of this agreement will be emailed to the Governmental Unit's Authorized Representative of this agreement by the State's Authorized Representative of this agreement, and will be printed out and kept on file with the executed copy of this agreement, and are hereby incorporated into the agreement by reference. The Governmental Unit's Authorized Representative of this agreement is required to acknowledge receipt of exhibit modifications by email back to the State's Authorized Representative within 20 working days.

3 Payment

Access to the State's I/Mobile services provided by the State will be paid by the Governmental Unit to the State at a rate of \$30.00 per Governmental Unit's computer laptop loaded with the State's I/Mobile system software.. Payment to the State is to be made payable to the Minnesota Department of Public Safety, and sent directly to the Minnesota State Patrol – Accounts Receivable, at 445 Minnesota Street, Suite 130, Town Square, St. Paul, Minnesota 55101.

The State is not responsible for software purchased, or software/maintenance or license fees required by Intergraph Corporation or any other vendor. These fees are the responsibility of the Governmental Unit and are to be paid directly to the vendor(s). The State is also not responsible for the care and upkeep of equipment, hardware and other software purchased by the Governmental Unit.

The State is also not responsible for any damages caused by the Governmental Unit and/or its employees or vendors due to, or thought to be caused by the Governmental Unit's usage or removal of the system, e.g., any vehicle or property damages.

If NetMotion software is required to connect to the State's I-Mobile system, the State will allow the Governmental Unit to use the State's NetMotion license at no charge, as long as the State has licenses available.

Invoices not paid within 90 days from the invoice date will be turned over to the Minnesota Department of Revenue for collection. If collection is unsuccessful, invoice shall be turned over to a collection agency. The State may charge interest. See Minnesota Statutes, Section 16D.13, subd. 2. For this purpose the Governmental Unit will provide their federal taxpayer identification number to the State: 41-6005401

Also, if the Governmental Unit has not paid their invoice to the State within 90 days, the Governmental Unit's use of the State's I/Mobile system will be terminated by the State.

Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

4 Authorized Representatives

The State's Authorized Representative is Aaron Wood, Program Manager, 445 Minnesota Street, Suite 130, Saint Paul, MN 55101, 651-201-7115, or his/her successor.

The Governmental Unit's Authorized Representative is ~~Ken Bradford~~, Chief of Mountain Lake Police Department, Drawer C, 930 3rd Avenue, Mountain Lake, MN 56159, 507-427-3403, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement. The Governmental Unit's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01-466.15 and other applicable law.

7 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will either give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released or submit the data directly to the appropriate party.

Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. The State may immediately terminate this agreement if it believes that data security could be jeopardized by the Governmental Unit's continued use of the system.

10.2 *Termination for Insufficient Funding.* The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the execution of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to reimbursement, determined on a pro rata basis, for unfilled services to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

10.3 Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

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Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

Exhibit A

(Page 1 of 1)

Specifications for Governmental Unit:

Each Governmental Unit's squad (unit) that the Governmental Unit wants equipped to access the State's I/Mobile system will need to have the following:

- Laptop computer
- Communication via cellular aircard with NetMotion
- Cables for GPS installation (optional)

Optional:

- GPS
- Docking station (highly recommended to prevent laptop from sliding around vehicle)
- Magnetic Stripe reader (used to read drivers' licenses into I/Mobile and then into the BCA's Criminal Justice Information System (CJIS) screen)

Laptop computer requirements:

- At least 2GB memory
- 40 GB hard drive
- Windows 7 32-bit Operating System
- CD ROM drive (DVD/combo drive will work)
- 1 serial port if using cellular and also GPS

Software:

- NetMotion – if using cellular
- I/Mobile – Agency purchases licensing through Intergraph Corporation
- Anti-virus package (Norton or McAfee)
- Window 7 32-bit Operating System
 - Users will need full access to C Drive on laptop

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Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

Exhibit B

(Page 1 of 1)

Governmental Unit must adhere to the following requirements:

1. Must follow all specifications and requirements from Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) for access to the Criminal Justice Information Systems, including meeting BCA CJIS training and certification requirements for access to CJIS data.
2. All messages are to be kept pursuant to the Minnesota Data Practices Act.
3. Governmental Unit's Authorized Representative (or designate) must review I/Mobile messages monthly to ensure conformity to standards outlined in Exhibit C, of this agreement, which is attached and incorporated into this agreement.
4. Governmental Unit must comply with any additional requirements from the BCA in a timely manner.
5. In the event that a Governmental Unit's computer is damaged or decommissioned, it is the Governmental Unit's responsibility to clean the hard drive of all confidential material.
6. Governmental Unit will keep all passwords secure including the system administrator's password, users' passwords and I/Mobile system software passwords. Passwords will not be shared or posted.

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Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000074032

Exhibit C

(Page 1 of 1)

I/Mobile messages must be reviewed by the Governmental Unit's Authorized Representative for the following:

1. Appropriate language (no foul language or statements)
2. No racial or sexual messages
3. No harassing messages
4. Keep the messages short
5. Sending messages to appropriate audience (not appropriate to send information to wide audience if only appropriate to selected individuals)
6. Business use only

Message logs are to be sent to the State's Authorized Representative of this agreement on a monthly basis. Any concerns or questions should be raised immediately as messages are only retained by the State for 90 days. GPS data is retained by the State for 30 days only.

If a request for message logs is received by the Governmental Unit, contact the State's Authorized Representative of this agreement or designee.

I/Mobile Messages are not guaranteed to be delivered. Always use an alternative method, e.g., radio or cell phone if message is critical for the recipient(s).

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**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Mountain Lake on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective date: This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration date: This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The Police Department pays for remote access using [1] key fobs at a rate of \$15 per month. The bills are sent annually for the amount of one hundred eighty dollars (\$180.00). There is also a \$100 fee to replace a key fob which has a three year life.

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Douglas Bristol, Police Chief, 930 3rd Ave, Mountain Lake, MN 56159, (507) 427-2999, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 *Termination.* The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 *Termination for Insufficient Funding.* Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

RESOLUTION #5-14

CITY OF MOUNTAIN LAKE, MN

**A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH
THE CITY OF MOUNTAIN LAKE ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Mountain Lake on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Lake, MN as follows:

1. That the State of MN Joint Powers Agreements by and between the State of MN acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mountain Lake, on behalf of its Police Department, are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Douglas Bristol, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Wendy Meyer, Clerk/Administrator is appointed as the Authorized Representative's designee.
3. That Dean Janzen, the Mayor of the City of Mountain Lake and Wendy Meyer, the Clerk/Administrator, are authorized to sign the state of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 18th day of February, 2014.

CITY OF MOUNTAIN LAKE

By: Dean Janzen
Its Mayor

ATTEST:

By: Wendy Meyer
Its City Clerk/Administrator

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Ordinance #2-14

**An Ordinance of the City of Mt. Lake
Establishing Section 9.31
Animal Overlay District (A)**

The City Council of Mt. Lake ordains that Section 9.31 be adopted to read as follows:

SECTION 9.31 ANIMAL OVERLAY DISTRICT (A)

Subdivision 1. Purpose. The intent of the district is to provide an overlay district adjacent to the boundaries of the city in which farm animals are allowed as a conditional use in a manner that controls noise, offensive odor, dust and fumes, and prevents nuisances that may disturb neighboring properties..

Subdivision 2 District Boundaries. The district is the area described outward from the city street or boundaries given below; see also Map 9.31.

Beginning at the intersection of County Rd. 1 and Mt. Lake Rd.
North on Co. Rd. 1 to Prince St.;
Then west on Prince St. to 11th St.;
Then north on 11th St. to Midway Rd.;
Then west on Midway Rd to 10th St.;
Then north on 10th St. to the city boundary.

There is no farm animal overlay district in the northwest portion of the city.

Beginning at the west end of the line extending west from the southwest corner of Lakeview Estates Subdivision to Golf Course Rd.
Then south on Golf Course Road to Co. Rd. 27,
Then south on Co. Rd. 7 to 380th St./Mt. Lake Rd.;
Then east on 380th St./Mt. Lake Rd. to intersection of Mt. Lake Rd. and Co. Rd. #1.

Adopted this 3rd day of March, 2014.

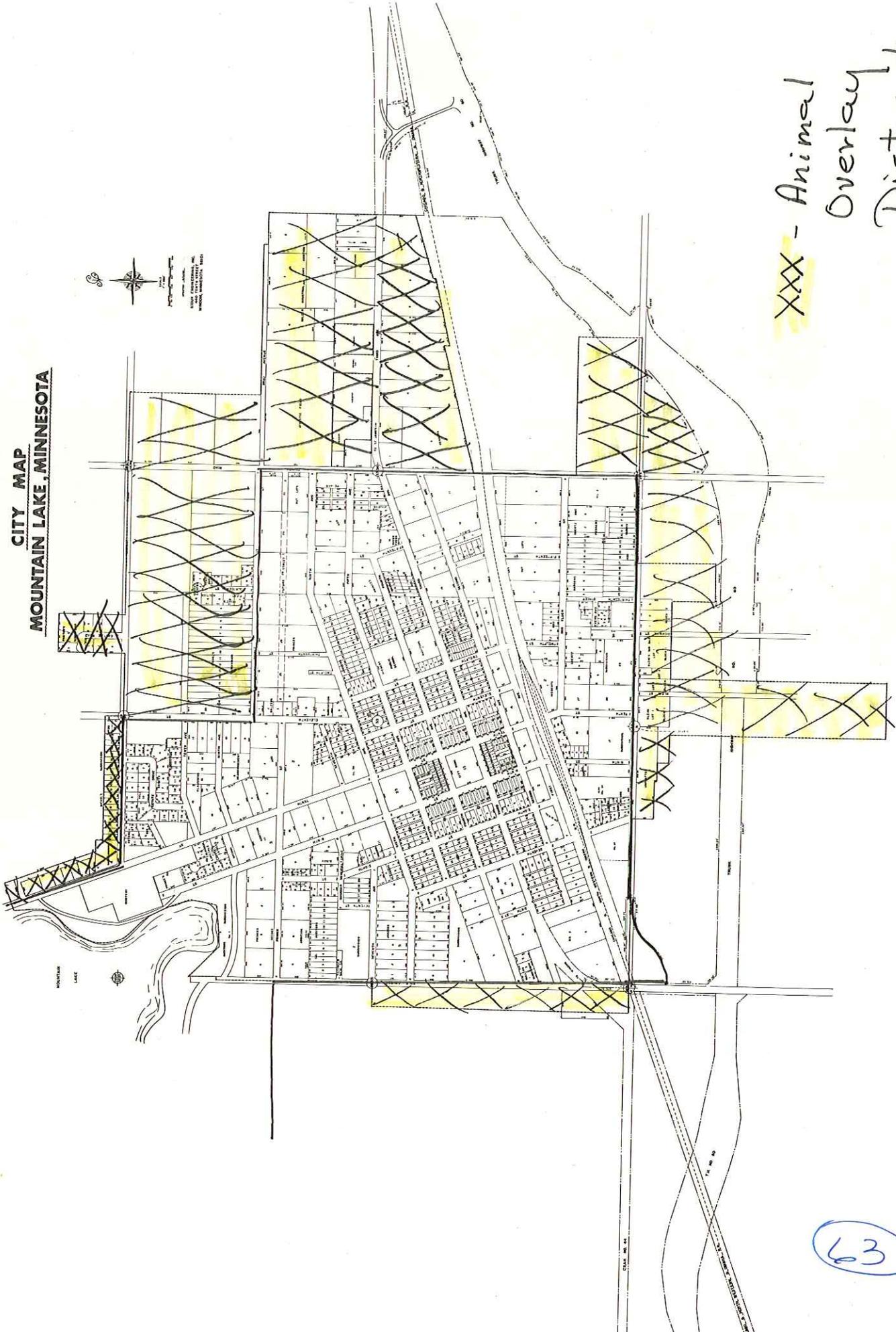
Dean Janzen, Mayor

ATTEST:

Wendy Meyer, Clerk/Administrator

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CITY MAP
MOUNTAIN LAKE, MINNESOTA



XXX - Animal
Overlay
District

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ORDINANCE NO. 3-14

An Ordinance of the City of Mountain Lake Amending Regulation of Animals within City Limits

Be it ordained existing Section 8.12 of the Mountain Lake City code is repealed and new Sections 8.12 and 8.13 are adopted to read as follows:

Section 8.12 Animal Regulation

Subdivision 1. Definitions.

For the purpose of this Section:

- A. "Animal" shall mean any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:
1. "Domestic animals" shall mean those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, guinea pigs, domesticated rabbits, fish, non-poisonous, non-venomous and non-constricting reptiles or amphibians, and other similar animals.
 2. "Non-Domestic animals" shall mean those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:
 - (a) Any member of the large cat family (family felidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.
 - (b) Any naturally wild member of the canine family (family canidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.
 - (c) Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.
 - (d) Any member or relative of the rodent family including any skunk (whether or not descended), raccoon, squirrel, or ferret, but excluding those members otherwise defined or commonly accepted as domesticated pets.

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- (e) Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.
 - (f) Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this subpart, including but not limited to bears, deer, monkeys and game fish
3. "Farm animals" shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), llamas, sheep, poultry, (chickens, turkeys), fowl (ducks, geese), swine (including Vietnamese potbellied pigs), goats, and other animals associated with a farm, ranch or stable.
4. "Bees" shall mean any stage of the common honeybee, *Apis mellifera*, or other Bees kept for the production of honey or wax.
- B. "Dangerous Animal" shall mean an animal which has caused damage to property or injury to a person, or which animal, but its actions, exhibits a propensity for causing imminent danger to persons or other domestic animals.
- C. "Running at Large" shall mean off the premises of the owner and not under the custody and control of the owner or his agent, either by leash, cord, chain, kennel or otherwise restrained or confined.

Subdivision 2. Ownership of Animals.

- A. Domestic. The keeping of domestic animals is allowed provided the standards required in Subd. 8 are met.
- B. Non-Domestic. It shall be illegal for any person to own possess, harbor or offer for sale any non-domestic animal within the city's limits. Any owner of such an animal shall have thirty days once notified in which to remove the animal from the City after which time the City may remove the animal. An exception shall be made to this prohibition for animals brought into the City as part of an operating zoo, scientific research laboratory, or a show or exhibition.
- C. Farm. The keeping of farm animals, with the exception of bees, will be allowed as a conditional use in the Farm Animal Overlay District when the requirements of Subdivision 6 are met. An exception shall be made for animals brought into the City as

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part of an operating zoo, scientific research laboratory, veterinarian clinic, or show or exhibition.

- D. Bees. The keeping of bees will be allowed as a conditional use in the Residential (R) and General Commercial (C-2) Districts when the requirements as found in Subdivision 7 are met.

Subdivision 3. Animals in Transit. It is unlawful for any person to transport animals unless they are:

- A. Confined within a vehicle, cage or other means of conveyance, or,
- B. Restrained by means of bridles, halters, ropes or other means of individual restraint.

Subdivision 4. Treatment. It is unlawful for any person to keep any animal as herein defined, or any other animal, in any structure infested by rodents, vermin, flies or insects or inadequate for protection against the elements.

Subdivision 5. Trespass. It is unlawful for any person to herd, drive or ride any animal over and upon any grass, turf, boulevard, city park, cemetery, garden or lot without specific permission from the owner.

Subdivision 6. Keeping of Farm Animals.

- A. Definitions.

For the purpose of this Section:

- 1. Animal Unit. Animal unit is a standard measure for animals used for agricultural purposes. One thousand pounds equals one animal unit. Animal type and unit factor assigned to that animal are as follows:

Dairy Cattle		Beef Cattle		Chicken	
Cow over 1,000 lbs.	1.4	Slaughter steer or stock cow	1	Laying hen or broiler (liquid manure system)	.033
Cow under 1,000 lbs.	1	Feeder cattle or heifer	0.7	Chicken over 5 lbs. (dry manure system)	.005
Heifer	0.7	Cow & Calf Pair	1.2	Chicken under 5 lbs.	.003

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				(dry manure system)	
Swine		Horse	1	Turkeys	
Over 300 lbs.	0.4	Sheep & Lambs	0.1	Over 5 lbs.	0.018
Between 55 and 300 lbs.	0.3	Llamas	0.4	Under 5 lbs.	0.005
Under 55 lbs.	0.05			Ducks	0.01

2. Grazing Area. A supervised fenced area that provides space for exercise and foraging.

B. Ownership of Farm Animals.

1. The keeping of farm animals will be allowed as a conditional use in the Farm Animal Overlay District when the requirements found in this Subdivision are met. An application for a Conditional Use Permit shall be made to the City upon forms furnished by the City prior to the acquisition of any farm animal.
2. Farm animals are prohibited on property of less than one acre.
3. The minimum number of acres needed per animal unit for all animals with the exception of poultry and fowl is as follows:

Number of Animal Units	Minimum Number of Acres Required
1	1 - 2.5
2	2.5 - 5
3	5 - 7.5
4	7.5 - 10
5	10 - 14
6	14+

4. Fowl and poultry shall be limited to 10 per acre, up to a maximum of 120 animals.
5. The unit factor of thirty (30) or less fowl/ poultry will not be included when determining total number of animal units allowed on a property. The unit factor will be included when there are thirty-one (31) or more fowl/ poultry.

C. Permit Application Requirements

An application shall be filed with the Zoning Administrator on a form prescribed by the City. The following information is required:

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1. Names and address of property owner, parcel number and legal description of the property.
2. Types and number of animal units for the intended farm animals.
3. A site plan or survey showing size of property, location of house(s), other buildings, fences and grazing areas.
4. If the fence is electrically charged, the location(s), dimensions and text of signage that notifies the public.
5. A detailed description of the manner in which feed will be stored, hay, straw and other bedding materials will be stored, manure and dead animals will be removed and odor and noise controlled.

D. Setbacks

1. Existing structures in place on the date of ordinance enactment shall be exempt provided the structure meets structure standards as found in Section E of this subdivision.
2. All structures and grazing areas shall be located on the rear lot.
3. Structures shall be no more than two and one half (2 ½) stories or thirty (30) feet maximum height.
4. Side and Rear Yard Setbacks required for all farm animals including fowl and poultry:

No. of Animal Units	Structure Setback	Grazing Area Setback
1	20'	10'
2	20'	15'
3	20'	15'
4	20'	20'
5	20'	20'
6	20'	30'

E. Structures

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1. Any new structure or existing structure proposed for conversion to house farm animals shall be located in the rear yard of the lot.
2. The structure shall be designed and constructed to provide safe and healthy living conditions for farm animals while minimizing adverse impacts to neighboring lot owners.
3. The structure shall be well maintained. The use of scrap, waste board, sheet metal or similar materials as construction material is prohibited.

F. Fencing of Roaming and Grazing Areas.

1. Roaming and grazing areas shall be securely enclosed with suitable fencing materials that meet the requirements of Section 9.51, Permits and Requirements for Fences, Walls or Hedges.
2. Fences used to enclose grazing and roaming areas may be barbed wire or charged with electric current.
3. Fences charged with electric current shall have a warning sign of suitable size on each side of any roaming and grazing area.

G. Storage of Feed. Farm animal feed with the exception of hay or similar feed must be stored in leak-proof containers with a tight-fitting cover to prevent the attraction of vermin.

H. Hay, Straw and Other Bedding Materials

1. Hay, straw and other bedding materials must be stored in a structure or screened in a manner so they are not visible off the property.
2. Hay, straw and other bedding materials must be stored in a manner that does not attract rodents or other vermin.

I. Waste Storage and Removal

1. The property on which farm animals are kept shall be clean from filth, garbage, and any substance that attracts rodents or other vermin. The property must be cleaned frequently enough to control odor.

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2. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on neighboring properties.
3. Dead animals shall not be composted.
4. Dead animals must be removed from the property within 72 hours of death.

J. Odor and Noise

1. Excessive odor shall not be perceptible at the property boundaries
2. Excessive noise shall not be perceptible at the property boundaries.

K. Impounding

1. Any farm animal found in the City running at large, or otherwise in violation of this Section, shall be placed in an Animal Pound, and an accurate record of the time of such placement shall be kept on each animal.
 - a. Every animal so placed in an Animal Pound shall be held for redemption by the owner for a period of at least five regular business days.
 - b. Impoundment records shall be preserved for at least six months and shall show:
 - i. The description of the animal by specie, breed, sex, approximate age, and other distinguishing traits;
 - ii. The location at which the animal was seized;
 - iii. The date of seizure;
 - iv. The name and address of the person from whom any animal was received; and,
 - v. The name and address of the person to whom any animal three months of age or over was transferred. If unclaimed, such animal shall be humanely destroyed and the carcass disposed of, unless it is requested by a licensed educational or scientific institution under authority of Minnesota Statutes, Section 35.71
2. Notice of Impounding. Upon the impounding of any animal, the owner shall be notified by the most expedient means, or if the owner is unknown, written notice shall

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be posted for five days at the City Hall describing the animal and the place and time of taking.

3. Release From Animal Pound. Animals shall be released to their owners, as follows:
 - a. If such animal is owned by a resident of the City, after determination that the owner has a conditional use permit to own farm animals within city limits, and impounding maintenance cost has been paid.
 - b. If such animal is owned by a person not a resident of the City, after payment of the impounding fee and maintenance.

4. Seizure by a Citizen.

- a. It is lawful for any person to seize and impound a farm animal so found running at large and shall within six hours thereafter notify the Police Department of said seizure.
- b. It shall be the duty of the Police Department to place said farm animal in the City Pound. If the name of the owner of such animal so seized is known to the person who first takes such animal into custody, he or she shall inform the Police Department of the name of the owner, and the address if known.

5. Immobilization of Animals.

For the purpose of enforcement of this Section any peace officer, or person whose duty is animal control, may use a so-called tranquilizer gun or other instrument for the purpose of immobilizing and catching a farm animal.

6. Summary Destruction.

If a farm animal is diseased, vicious, dangerous, rabid or exposed to rabies and such animal cannot be impounded after a reasonable effort or cannot be impounded without serious risk to the person attempting to impound, such animal may be destroyed in a humane manner.

L. General Provisions

1. Outdoor slaughtering and processing is prohibited.
2. No person shall keep roosters, or adult male chickens.
3. Cockfighting is prohibited.

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4. Breeding farm animals with the intent of establishing a business that regularly sells farm animals is expressly prohibited. The incidental sale of farm animals or sales to maintain animal unit limits or limits established by this ordinance is permitted.

Subdivision 7 Keeping of Bees

A. Definitions.

For the purpose of this Subdivision:

1. Apiary - Any place or location where one or more Colonies or Nuclei of Bees are kept
2. Beekeeper - A person who owns or has charge of one or more Colonies of Bees.
3. Beekeeping Equipment - Anything used in the operation of an Apiary, such as Hive bodies, supers, frames, top and bottom boards and extractors.
4. Bees - Means any stage of the common Honeybee, *Apis mellifera*, or other Bees kept for the production of honey or wax.
5. Colony - Means an aggregate of Bees consisting principally of workers, but having, when and at times drones, brood, combs, and honey.
7. Hive - The receptacle inhabited by a Colony that is manufactured for that purpose. One Hive houses one swarm consisting of one queen and worker Bees
8. Honey Bee - All life stages of the common domestic Honey Bee, *Apis mellifera* species, or other Bees kept for the production of honey or wax.
9. Nucleus Colony - A small quantity of Bees with a queen housed in a smaller than usual Hive box designed for a particular purpose.

B. Ownership of Bees.

The keeping of bees will be allowed as a conditional use in the Residential (R) and General Commercial District (C-2), when the requirements as found in this Subdivision are met. An Application for a Conditional Use Permit shall be made to the City upon forms furnished by the City prior to installing, altering or establishing a Colony of Bees within a Hive.

C. Permit Application Requirements:

An application shall be filed with the Zoning Administrator on a form prescribed by the City. The following information is required:

1. Names and address of beekeeper and property owner, parcel number and legal

description of property.

2. Number of hive(s) to be placed on property.
3. Current zoning of the property.
4. A site plan or survey, showing size of property, location of house(s) and other buildings on the property, location of structures on abutting properties, location of sidewalk(s), location of required water source, and location, dimensions, and text of sign notifying the public that bees and hive(s) are present.
5. Location of any schools or licensed child day care center within 200 feet.

D. Requirements for Hives:

1. Honey Bee Colonies may be kept only upon a Lot containing not more than a single dwelling unit, and within the Residential (R) and General Commercial (C-2) Districts, with the exception of Block 2, 3, 4, 5, Original Townsite.
2. Each Beekeeper shall ensure that a convenient source of water is available within twenty-five (25) feet of the Hive, stand boxes or apiaries.
3. No Bees shall be kept upon any land not owned or possessed by the keeper of such Bees.
4. A conspicuous sign(s) of suitable size and text identifying the site as housing Bees and warning of danger shall be posted in suitable location(s).
5. No person shall establish or maintain any Hive or keep any Bees on any premises within 50 feet of any occupied dwelling, except the dwelling of the owner of such Bees, or within 25 feet of any property line, sidewalk, alley or other public way as measured from the nearest point on the Hive to the property line, sidewalk, alley or other public right of way.
6. No Hive shall be kept or maintained within 200 feet of a school or licensed child day care center.
7. No Colony or Hive shall be kept or maintained within any front yard.
8. Colony Density.
 - a. The number of colonies on any residential or general commercial tract shall be determined by the Planning and Zoning Commission during the Conditional Use Public Hearing in consultation with the beekeeper. The following tract size and number of colonies guidelines shall be considered:

- i. One quarter-acre or less tract size: 2 colonies
 - ii. More than one-quarter acre but less than one-half acre tract size: 4 colonies
 - iii. More than one-half acre but less than one acre tract size: 6 colonies
 - iv. One acre or larger tract size: 8 colonies
- b. Regardless of tract size, where all hives are situated at least 200 feet in any direction from all property lines of the tract on which the apiary is situated, there shall be no limit to the number of colonies.
 - c. Regardless of tract size, so long as all property other than the tract upon which the hives are situated, that is within a radius of at least 200 feet from any hive, remains undeveloped property, there shall be no limit to the number of colonies.

E. Standards of Practice.

1. Each Beekeeper shall maintain Beekeeping Equipment in good condition, including keeping the Hives painted if they have been painted but are peeling or flaking, and securing unused equipment from weather, potential theft or vandalism and occupancy by swarms. It shall not be a defense to this ordinance that a Beekeeper's unused equipment attracted a swarm and that the Beekeeper is not intentionally keeping Bees.
2. Nothing in this article shall be deemed or construed to prohibit the keeping of Bees within a school for the purpose of observation, or within a physician's office or laboratory for the purpose of medical research, treatment, or other scientific purposes.
3. If the Beekeeper serves the community by removing a swarm or swarms of Honey Bees from locations where they are not desired, the Beekeeper shall not be considered in violation of the portion of this ordinance limiting the number of Colonies if they temporarily house the swarm on the Apiary Lot in compliance with the standards of practice set out in this ordinance for no more than 30 days from the date acquired.
4. Honey Bee Colonies shall be kept in Hives with removable frames, which shall be kept in sound and usable condition.
5. Each Beekeeper shall ensure that no wax comb or other material that might encourage robbing by other Bees is left upon the grounds of the Apiary Lot. Such materials once removed from the site shall be handled and stored in sealed containers, or placed within a building or other insect-proof container.
6. For each Colony permitted to be maintained under this ordinance, there may also be

maintained upon the same Apiary Lot, one Nucleus Colony in a Hive structure not to exceed one standard 9-5/8 inch depth 10-frame Hive body with no supers.

Subdivision 8. Domestic Animals

A. Licensing of Dogs and Cats

1. License Required. It is unlawful for the owner of any dog or cat, six months of age or more, to fail to obtain a license therefore from the City.
2. Exceptions, Police Dogs and Service Animals. The provisions of this subchapter shall not apply to the ownership or use of seeing-eye dogs by blind persons, or dogs used in police activities of the city, such as canine corps or tracking dogs used by or with the permission of the Police Department. If the animal owned is a service animal which is capable of being properly identified as from a recognized school for seeing-eye, hearing ear, service or guide animals, and the owner is a blind or deaf person, or a person with physical or sensory disabilities, then no license shall be required.
3. License Issuance, Term and Renewal. All dog and cat licenses shall be issued only upon presentation of a certificate issued by a veterinarian, licensed to practice veterinary medicine in the State of Minnesota, showing rabies immunization of the animal for at least the term of the license. All dog and cat licenses shall expire on July 31 every second year, licenses being issued biennially. Application for license renewal, accompanied by a veterinarian's certificate, shall be made at least thirty (30) days prior to expiration of the license. Licensing shall not apply to the ownership or use of Seeing Eye dogs by blind persons, dogs used in police activities of the City, dogs whose owners are non-residents temporarily within the city, or dogs brought into the city for the purpose of participating in any dog show.
4. Tag Required. All licensed dogs and cats shall wear a collar and have a tag firmly affixed thereto evidencing a current license. A duplicate for a lost tag may be issued by the City upon presentation of the receipt showing the payment of the duplicate license fee. Tags shall not be transferable, and no refund shall be made on any license fee because of leaving the City or death of the animal before the expiration of the license. This provision shall not apply to animals that never leave the home.
5. Number Domestic Animals Permitted. It is unlawful for an owner of domestic animals to own more than a combination of three (3) animals, except that a fresh litter of animals may be kept for a period of six (6) months.

B. Running at Large Prohibited.

It is unlawful for any person who owns, harbors, or keeps a dog, cat or any other domestic animal to permit that animal to run at large. Dogs or cats on a leash and

accompanied by a responsible person or accompanied by and under the control and direction of a responsible person, so as to be effectively restrained by command as by leash, shall be permitted in streets or on public land unless the city has posted an area with signs reading "Dogs or Cats Prohibited."

C. Impounding.

1. Any dog, cat or other domestic animal found in the City without a license tag, running at large, or otherwise in violation of this Section, shall be placed in the Animal Pound, and an accurate record of the time of such placement shall be kept on each animal.
2. Every dog, cat or other domestic animal so placed in the Animal Pound shall be held for redemption by the owner for a period of at least five regular business days. A "regular business day" is one during which the Pound is open for business to the public for at least four hours between 8:00 o'clock A.M. and 7:00 o'clock P.M.
3. Impoundment records shall be preserved for at least six months and shall show:
 - a. The description of the animal by specie, breed, sex, approximate age, and other distinguishing traits;
 - b. The location at which the animal was seized;
 - c. The date of seizure;
 - d. The name and address of the person from whom any animal three months of age or over was received; and,
 - e. The name and address of the person to whom any animal three months of age or over was transferred. If unclaimed, such animal shall be humanely destroyed and the carcass disposed of, unless it is requested by a licensed educational or scientific institution under authority of Minnesota Statutes, Section 35.71. Provided, however, that if a tag affixed to the animal, or a statement by the animal's owner after seizure specifies that the animal should not be used for research, such animal shall not be made available to any such institution but may be destroyed after the expiration of the five-day period.
4. Notice of Impounding.

Upon the impounding of any dog, cat or domestic animal, the owner shall be notified by the most expedient means, or if the owner is unknown, written notice shall be posted for five days at the City Hall describing the animal and the place and time of taking.
5. Release From Animal Pound.

Dogs, cats and other domestic animals shall be released to their owners, as follows:

- a. If such domestic animal is owned by a resident of the City, after purchase of a license, if unlicensed, and payment of the impounding fee and maintenance.
- b. If such domestic animal is owned by a person not a resident of the City, after immunization of any such animal for rabies, and payment of the impounding fee and maintenance.

6. Seizure by a Citizen.

- a. It is lawful for any person to seize and impound a dog, cat or other domestic animal so found running at large and shall within six hours thereafter notify the Police Department of said seizure.
- b. It shall be the duty of the Police Department to place said dog, cat or other domestic animal in the City Pound. If the name of the owner of such animal so seized is known to the person who first takes such animal into custody, he or she shall inform the Police Department of the name of the owner, and the address if known.

7. Immobilization of Animals.

For the purpose of enforcement of this Section any peace officer, or person whose duty is animal control, may use a so-called tranquilizer gun or other instrument for the purpose of immobilizing and catching a dog, cat or other domestic animal.

8. Summary Destruction.

If a dog, cat or other domestic animal is diseased, vicious, dangerous, rabid or exposed to rabies and such animal cannot be impounded after a reasonable effort or cannot be impounded without serious risk to the person attempting to impound, such animal may be destroyed in a humane manner.

D. Rabies Control - Generally.

- 1 Every dog or cat which bites a person shall be promptly reported to the Police Department and shall thereupon be securely quarantined at the direction of the duty officer for a period of fourteen (14) days, and shall not be released from such quarantine except by written permission of the City. In the discretion of the duty officer, such quarantine may be on the premises of the owner or at the veterinary hospital of duty officer's choice. If the animal is quarantined on the premises of the owner, the City shall have access to the animal at any reasonable time for study and observation of rabies symptoms. In the case of a stray animal or in the case of an

animal whose ownership is not known, such quarantine shall be at the animal pound, or at the discretion and designation of the Chief of Police the animal may be confined in a veterinary hospital

2. The owners, upon demand made by the Police Department or its designee, shall forthwith surrender any dog or cat which has bitten a human, or which is suspected as having been exposed to rabies, for the purpose of supervised quarantine. The expenses of the quarantine shall be borne by the owner and the animal may be reclaimed by the owner if adjudged free of rabies upon payment of fees set forth in this Section and upon compliance with licensing provisions set forth in this Section.
3. When a dog or cat under quarantine and diagnosed as being rabid or suspected by a licensed veterinarian as being rabid dies or is killed, the City shall immediately send the head of such animal and rabies data report to the State Health Department for pathological examination and shall notify all persons concerned of the results of such examination.
4. The City shall issue such proclamation and take such action when rabies is suspected or exists as is required by Minnesota Statutes.
5. Reports of Bite Cases.

It is the duty of every physician, or other practitioner, to report to the Police Department the names and addresses of persons treated for bites inflicted by dogs or cats, together with such other information as will be helpful in rabies control.

6. Responsibility of Veterinarians.

It is the duty of every licensed veterinarian to report to the Police Department the diagnosis of a dog or cat observed by the licensed veterinarian as a rabies suspect.

E. Animals in Heat.

Except for controlled breeding purposes, every female dog or cat in heat shall be kept confined in a building or secure enclosure, or in a veterinary hospital or boarding kennel, in such manner that such female animal cannot come in contact with other animals.

F. Animal Waste.

1. It is unlawful for any owner to:
 - a. Suffer or permit a dog, cat or other domestic animal to defecate upon public property, or the private property of another, without immediately removing the excrement and disposing of it in a sanitary manner;
 - b. Suffer or permit a dog, cat or other domestic animal to be upon public property, or the private property of another, unless such animal is in the

- custody of a person of suitable age and discretion having in his possession equipment and supplies for excrement removal;
- c. Permit excrement to accumulate for a period in excess of seven (7) days on premises occupied by the owner without removal and sanitary disposal.

G. Habitual Barking.

It shall be unlawful for any person to keep or harbor a dog, which habitually barks or cries. Habitual barking shall be defined as barking for repeated intervals of at least three (3) minutes with less than one (1) minute of interruption. Such barking must also be audible off of the owner or caretaker's premises.

H. Damage to Property.

It shall be unlawful for any person's dog or cat to damage any lawn, garden, or other property, whether or not the owner has knowledge of the damage. Any animal covered by this subdivision may be impounded as provided in this Section or a complaint may be issued by anyone aggrieved by an animal under this Section, against the owner of the animal for prosecution under this Section.

I. Staking of Dogs.

1. Any owner who chooses to restrain or control a dog by affixing a leash to a stake, picket, or other immobile object must do so in a manner that restrains the animal as follows:

10 feet from any property line;

10 feet from any sidewalk.

J. Regulations of Kennels.

1. Any owner who chooses to restrain a dog in a fenced or caged area, also known as a kennel, must do so in a manner as follows:
 - a. Locate such kennel 10 feet from any property line;
 - b. Such kennel may not be located in the front yard;
 - c. The minimum floor size of such kennel must be 32 square feet;
 - d. The side walls of the kennel shall have a minimum height of 5 feet and be constructed of 11 gauge or heavier wire;
 - e. The kennel area shall provide for some coverage to protect the animal from the elements;

- f. The entrance or gate shall be equipped with a device capable of being secured in a fashion suitable to prevent the animal from escaping.

Subdivision 9. Adoption of Fees.

All fees for conditional use permitting, licensing, impounding and maintenance of animals, including penalties for late application, may be fixed and determined by the Council, adopted by resolution, and uniformly enforced. Such fees may from time to time be amended by the Council by resolution. A copy of the resolution setting forth currently effective fees shall be kept on file in the office of the City Administrator and open to inspection during regular business hours.

Subdivision 10. Penalty.

Any violation of this section is punishable as a petty misdemeanor.

Section 8.13 Regulation of Potentially Dangerous and Dangerous Dogs

Subdivision 1. Terms.

- A. Dangerous dog. "Dangerous dog" means any dog that has:
1. Without provocation, inflicted substantial bodily harm on a human being on public or private property;
 2. Killed a domestic animal without provocation while off the owner's property; or
 3. Been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.
- B. Potentially Dangerous Dog. "Potentially dangerous dog" means any dog that:
1. When unprovoked, inflicts bites on a human or domestic animal on public or private property;
 2. When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
 3. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.
- C. Proper Enclosure. "Proper enclosure" means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.
- D. Owner. "Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog.
- E. Substantial Bodily Harm. "Substantial bodily harm" has the meaning given it under Minn. Stat. Section 609.02, Subdivision 7a.
- F. Great Bodily Harm. "Great bodily harm" has the meaning given it under Minn. section 609.02, subdivision 8.
- G. Provocation. "Provocation" means an act that an adult could reasonably expect may cause a dog to attack or bite.

Subdivision 2. Requirement. No person may own a dangerous dog.

Subdivision 3. No person may own a potentially dangerous dog unless the dog is registered as provided in this section.

A. The police dept. or its agent acting as the animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog if the owner presents sufficient evidence that:

1. An owner of a dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration. The owner must have a posting on the premises with a clearly visible warning sign that there is a potentially dangerous dog on the property, including a warning symbol to inform children;
2. A surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the police department in the sum of at least \$300,000, payable to any person injured by the potentially dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the potentially dangerous dog.

B. Warning symbol. If the police department issues a certificate of registration to the owner of a potentially dangerous dog pursuant to subdivision 3.A., the police department must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a potentially dangerous dog on the property. The warning symbol must be the uniform symbol provided by the Minnesota Commissioner of Public Safety. The police department may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

D. Tag. A potentially dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

- E. Fee and Registration. The registration must be renewed annually. The police department may charge the owner an annual fee, in addition to any regular dog licensing fees, to obtain a certificate of registration for a potentially dangerous dog under this section.
- F. Potentially dangerous dog designation review. Beginning six months after a dog is declared a potentially dangerous dog, an owner may request annually that the police department review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the police department finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog designation.
- G. An owner of a potentially dangerous dog must notify the animal control authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name, address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.
- H. A person who owns a potentially dangerous dog and who rents property from another where the potentially dangerous dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a potentially dangerous dog that will reside at the property.
- I. A person who transfers ownership of a potentially dangerous dog must notify the new owner that the animal control authority has identified the dog as potentially dangerous. The current owner must also notify the police department in writing of the transfer of ownership and provide the police department with the new owner's name, address, and telephone number.

Subdivision 4. Exemption. Dogs may not be declared dangerous or potentially dangerous if they threat, injury, or damage was sustained by a person:

1. Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;
2. Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or

3. Who was committing or attempting to commit a crime.

Subdivision 5. Hearing. The owner of any dog declared dangerous or potentially dangerous has the right to a hearing by an impartial hearing officer.

Subdivision 6. Notice. The authority declaring the dog dangerous or potentially dangerous shall give notice of this section by delivering or mailing it to the owner of the dog, or by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible. The notice must include:

1. A description of the seized dog; the authority for and purpose of the dog declaration and seizure; the time, place, and circumstances under which the dog was declared dangerous or potentially dangerous; and the telephone number and contact person where the dog is kept;
2. A statement that the owner of the dog may request a hearing concerning the dog declaration and, if applicable, prior potentially dog declarations for the dog, and that failure to do so within 14 days of the date of the notice will terminate the owner's right to a hearing under this section;
3. A statement that if an appeal request is made within 14 days of the notice, the owner must immediately comply with the requirements of section 8.13, until such time as the hearing officer issues an opinion;
4. A statement that if the hearing officer affirms the dog declaration, the owner will have 14 days from receipt of the decision to comply with all other requirements of Section 8.13.;
5. A form to request a hearing under this subdivision; and
6. A statement that all actual costs of the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds the seizure or impoundment was not substantially justified by law.

Subdivision 7. Right to hearing. Any hearing must be held within 14 days of the request to determine the validity of the dog declaration. The hearing officer must be an impartial employee of the local government or an impartial person retained by the local government to conduct the hearing. In the event that the dog declaration is upheld by the hearing officer, actual expenses of the hearing up to a maximum of \$1,000 will be the responsibility of the dog's owner. The

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hearing officer shall issue a decision on the matter within ten days after the hearing. The decision must be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the police department.

Subdivision 8. A person who violates a provision of Section 8.13 is guilty of a misdemeanor.

Subdivision 9. Extreme Circumstances. Notwithstanding, a dog may be destroyed in a proper and humane manner by the animal control authority if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;
2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation or
4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

Subdivision 10. Hearing. The animal control authority may not destroy the dog until the dog owner has had the opportunity for a hearing before an impartial decision maker.

Passed and approved this _____ day of _____, 2013.

Mayor

ATTEST:

City Administrator

Motion Carried

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Ordinance #4-14

An Ordinance of the City of Mt. Lake

Amending Sections 9.10 Zoning Use Districts; 9.11 Residential District; 9.21 General Commercial District; 9.30 Industrial District; 9.50 General Requirements; and 9.51 Permits and Requirements for Fences, Walls, or Hedges; Regarding the Ownership of Farm Animals

The City Council of the city of Mountain Lake does ordain:

That Section 9.10 in hereby amended to include an additional paragraph, designated as Paragraph #7 Animal (A) Overlay District.

That Section 9.11 Subd. 3 Residential (R) Conditional Uses is hereby amended to include an additional paragraph, designated as #18 Farm Animals when in the Animal (A) Overlay District.

That Section 9.21 Subd. 3 General Commercial (C-2) Conditional Uses is hereby amended to include an additional paragraph, designated as #14 Farm Animals when in the Animal (A) Overlay District.

That Section 9.30 Subd. 3 Industrial (I) Conditional Uses is hereby amended to include an additional paragraph, designated as #6 Farm Animals when in the Animal (A) Overlay District.

That Section 9.51 Fences, Subd. 2 .B. be repealed and a new 2. B. is adopted that reads as follows:

'No fence shall contain barbed wire except those used to enclose grazing and roaming areas in the Animal Overlay District, or those areas used for open storage, or requiring public protection, which may be enclosed with industrial chain link fence of at least seven (7) feet topped with three (3) strands of barbed wire, provided it projects over the property on the private side of the fence.'

That Section 9.51, Fences Subd. 2. C. is repealed and a 2.C. be adopted that reads as follows:

'No fence shall be charged with electric current, except those used to enclose grazing and roaming areas in the Animal Overlay District.'

That Section 9.51, Fences, Subd.3. A. be repealed and a new 3. A. be adopted that reads as follows:

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'No fence or wall shall be constructed of any electrically charged element or barbed wire except those used to enclose grazing and roaming areas in the Animal Overlay District.'

That Section 9.51, Fences, be amended to Subd. 4.5 *Animal Overlay District Regulations* that reads as follows:

- A. Farm animal roaming and grazing areas in the Animal Overlay (A) District shall be securely enclosed with suitable fencing materials that meet the requirements of Section 8.12 Animal Regulation, Subd. 6. Fencing of Roaming and Grazing Areas.*
- B. Fences in the Animal (A) Overlay District used to enclose grazing and roaming areas may be barbed wire or charged with electric current.*
- C. Fences in the Animal Overlay (A) District charged with electric current shall have a warning sign of suitable size on each side of any roaming and grazing area.*

Passed and approved on this 3rd day of March, 2014.

Mayor

ATTEST:

Clerk/Administrator

Compensation Study

Request for Proposals (RFPs) were sent to six organizations.

Three responded:

Lawmeyer Human Resource Solutions, Duluth

Fox Lawson and Associates, St. Paul

Keystone Compensation Group, Minneapolis

The committee will be meeting on Feb. 17 to review the proposals and prepare a recommendation for the council to consider on Feb. 18.