

Mt. Lake City Council
Mt. Lake City Hall
Monday, February 3, 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 9915671-9915709; 336E*(1-5)
Payroll: Check #'s 60928-60941
 - b. Approval of Jan. 21 Council Minutes*(6-8)
 - c. Approval of August 5 and Jan. 6 Planning and Zoning Commission Minutes*(9-11)
 - d. Approval of Aug. – Dec. Building Permits*(12-16)
 - e. Approval of Jan. 9 Utility Minutes*(17)
 - f. FYI 2013 Building Permit Summary*(18)
 - g. Appoint Nik Strom to Planning and Zoning Commission
3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern with the council.
4. Public Hearing, Small Cities Development Program (SCDP) Application*(19-21)
5. Law Enforcement Labor Services (LELS) Grievance*(22-34) Portions of the meeting may be closed, attorney/client privilege.
6. Boy Scout Request to Waive Community Center Rental Fee
7. First Reading, Animal Ordinances
 - a. Ordinance #2-14, Establishing Overlay District*(35-36)
 - b. Ordinance #3-14, Animal Regulation and Regulation of Potentially Dangerous and Dangerous Dogs*(37-58)
 - c. Ordinance #4-14, Amending Sections of Chapter 9 Relating to Ordinances #2-14 and #3-14*(59-60)
8. 2013 Budget, Revenue and Expenditure Review *separate packet
9. Administrator
 - a. League of MN Insurance Trust Tort Waiver*(61)
 - b. Compensation Study
10. Adjourn

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February 3, 2014
9915671-9915709
336E

January 2014

Check Amt Invoice Comment

10100 United Prairie

Paid Chk# 9915671 1/21/2014 STAR TRIBUNE
 E 211-45500-591 Periodicals \$345.80 LIBRARY PERIODICALS
 Total STAR TRIBUNE \$345.80

Paid Chk# 9915672 1/23/2014 AFLAC
 G 101-21713 AFLAC \$192.74
 Total AFLAC \$192.74

Paid Chk# 9915673 1/23/2014 AFSCME COUNCIL 65
 G 101-21707 Union Dues \$153.04
 Total AFSCME COUNCIL 65 \$153.04

Paid Chk# 9915674 1/23/2014 BCBS/HSA
 G 101-21714 HSA \$728.71
 Total BCBS/HSA \$728.71

Paid Chk# 9915675 1/23/2014 COMMISSIONER OF REVENUE
 G 101-21702 State Withholding \$707.12
 Total COMMISSIONER OF REVENUE \$707.12

Paid Chk# 9915676 1/23/2014 GISLASON & HUNTER
 G 101-21712 Garnishments \$323.24
 Total GISLASON & HUNTER \$323.24

Paid Chk# 9915677 1/23/2014 INTERNAL REVENUE SERVICE
 G 101-21701 Federal Withholding \$1,466.93
 G 101-21703 FICA Tax Withholding \$2,023.07
 Total INTERNAL REVENUE SERVICE \$3,490.00

Paid Chk# 9915678 1/23/2014 PERA
 G 101-21704 PERA \$3,617.44
 Total PERA \$3,617.44

Paid Chk# 9915679 1/23/2014 SWWC SERVICE COOPERATIVES
 G 101-21708 Employee Paid Health Insurance \$1,091.34
 Total SWWC SERVICE COOPERATIVES \$1,091.34

Paid Chk# 9915680 1/23/2014 VALIC
 G 101-21705 VALIC \$842.50
 Total VALIC \$842.50

Paid Chk# 9915681 1/31/2014 WDR #54

E 101-43100-430	Miscellaneous	\$16.00	TABS #9
E 101-45200-430	Miscellaneous	\$16.00	TABS TR3 PARKS
E 101-45200-430	Miscellaneous	\$16.00	TABS TR2 PARKS
E 101-45200-430	Miscellaneous	\$16.00	TABS TR4 PARKS
E 101-43100-430	Miscellaneous	\$16.00	TABS #20
E 507-46103-430	Miscellaneous	\$16.00	TABS LAKE COMM CAN TRAILER
E 101-43100-430	Miscellaneous	\$16.00	TABS #15
E 101-45200-430	Miscellaneous	\$16.00	TABS #4
E 101-43100-430	Miscellaneous	\$16.00	TABS #13
E 101-43100-430	Miscellaneous	\$16.00	TABS #11
E 101-43100-430	Miscellaneous	\$16.00	TABS #12
E 101-43100-430	Miscellaneous	\$16.00	TABS #14
Total WDR #54		\$192.00	

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January 2014

			Check Amt	Invoice	Comment
Paid Chk# 9915682 1/31/2014 MUNICIPAL UTILITIES					
R 101-00000-31000	General Property Taxes		\$47.13		MELISA BERNAL-22.614.0040
	Total MUNICIPAL UTILITIES		\$47.13		
Paid Chk# 9915683 1/31/2014 FRONTIER					
E 211-45500-321	Telephone		\$58.27		LIBRARY PHONE 427-2506
	Total FRONTIER		\$58.27		
Paid Chk# 9915684 1/31/2014 ABDO,EICK & MEYERS					
E 101-41400-301	Auditing and Acct g Services		\$3,500.00	319749	2013 AUDIT
	Total ABDO,EICK & MEYERS		\$3,500.00		
Paid Chk# 9915685 1/31/2014 AMAZON-GE MONEY BANK					
E 211-45500-590	Capital Outlay Books		\$164.60		LIBRARY BOOKS
E 211-45500-592	A.V. Materials		\$176.00		LIBRARY AV
	Total AMAZON-GE MONEY BANK		\$340.60		
Paid Chk# 9915686 1/31/2014 AMBULANCE FUND					
E 231-42154-430	Miscellaneous		\$15.01	1/15/2014	FOOD ON AMB RUN
	Total AMBULANCE FUND		\$15.01		
Paid Chk# 9915687 1/31/2014 CARDMEMBER SERVICE					
E 101-42100-308	Training & Instruction		\$325.00		MINNESOT CHIEFS OF POLICE MEMBERSHIP-DOUG BRISTOL
	Total CARDMEMBER SERVICE		\$325.00		
Paid Chk# 9915688 1/31/2014 DEMCO, INC					
E 211-45500-200	Office Supplies		\$155.19		LIBRARY SUPPLIES
	Total DEMCO, INC		\$155.19		
Paid Chk# 9915689 1/31/2014 DENNIS HULZEBOS					
E 101-45186-400	Janitor-Repairs/Maint		\$250.00		FEB MAINT AT SR CTR
E 211-45500-400	Janitor-Repairs/Maint		\$345.00		FEB MAINT AT LIBRARY
	Total DENNIS HULZEBOS		\$595.00		
Paid Chk# 9915690 1/31/2014 FRONTIER					
E 101-42100-321	Telephone		\$224.93		POLICE DEPT PHONE-427-3403
E 205-46500-321	Telephone		\$37.50		EDA PORTION OF DSL & 427-2999
E 101-43100-321	Telephone		\$64.14		STREET DEPT PHONE-427-2997
E 101-45186-321	Telephone		\$57.74		SR CTR PHONE-427-2151
E 101-00000-430	Miscellaneous		\$113.19		UT-PHONE
E 205-46500-321	Telephone		\$9.37		CHAMBER 800#
E 101-41400-321	Telephone		\$223.11		CITY HALL PHONE-427-2999
	Total FRONTIER		\$729.98		
Paid Chk# 9915691 1/31/2014 HEIMAN FIRE EQUIPMENT					
E 221-42200-404	Repairs/Maint Machinery/Equip		\$607.31	0818398	GLOVES-FD
E 221-42200-404	Repairs/Maint Machinery/Equip		\$376.40	0818525	DISPOSABLE BLANKET,TRUCK KIT,AIR BAGS
	Total HEIMAN FIRE EQUIPMENT		\$983.71		
Paid Chk# 9915692 1/31/2014 INDOFF INCORPORATED					
E 101-42100-200	Office Supplies		\$36.65	2396712	FILE FOLDERS
	Total INDOFF INCORPORATED		\$36.65		
Paid Chk# 9915693 1/31/2014 KAHLER GRAND HOTEL					
E 101-42100-308	Training & Instruction		\$363.03	1434453	CHIEFS CONF-DOUG BRISTOL

2

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January 2014

		Check Amt	Invoice	Comment
Total KAHLER GRAND HOTEL		\$363.03		
Paid Chk# 9915694	1/31/2014 LAKER ELECTRIC			
E 101-45186-401	Repairs/Maint Buildings	\$145.80	3807	REPAIR LIGHT OUTSIDE COMM CTR
E 101-45186-401	Repairs/Maint Buildings	\$60.00	3808	REPAIR OUTLET AT COMM CTR
E 101-41400-401	Repairs/Maint Buildings	\$73.96	3822	FIX SWITCHES AT CITY HALL
Total LAKER ELECTRIC		\$279.76		
Paid Chk# 9915695	1/31/2014 LAKER GRILL			
E 205-46500-430	Miscellaneous	\$48.09	20229	1-10-14 EDA LUNCH
Total LAKER GRILL		\$48.09		
Paid Chk# 9915696	1/31/2014 LAWSON PRODUCTS			
E 101-43100-215	Shop Supplies	\$627.45	9302159459	ST DEPT SUPPLIES
E 101-43100-215	Shop Supplies	\$229.46	9302180506	BOLTS-ST DEPT
Total LAWSON PRODUCTS		\$856.91		
Paid Chk# 9915697	1/31/2014 MINNESOTA MUTUAL LIFE			
E 101-46200-134	Employer Paid Life	\$1.20		FEB LIFE INS-CEMETERY
G 101-21706	Hospitalization/Medical Ins	\$7.30		FEB LIFE INS-DARON FRIESEN
E 101-41400-134	Employer Paid Life	\$4.00		FEB LIFE INS-OFFICE
E 101-45200-134	Employer Paid Life	\$1.20		FEB LIFE INS-PARKS DEPT
G 101-21706	Hospitalization/Medical Ins	\$26.20		FEB LIFE INS-KIM HALL
G 101-21706	Hospitalization/Medical Ins	\$15.85		FEB LIFE INS-ROBB ANDERSON
E 211-45500-134	Employer Paid Life	\$2.00		FEB LIFE INS-LIBRARY
E 101-41400-134	Employer Paid Life	\$2.00		FEB WENDY FAST-LAKER APTS-LIFE INS
E 101-42100-134	Employer Paid Life	\$8.00		FEB LIFE INS-POLICE DEPT
E 205-46500-134	Employer Paid Life	\$2.00		FEB LIFE INS-EDA
E 101-42100-135	Employer Paid Other	\$2.00		FEB BRIAN LUNZ LIFE INSURANCE
E 101-43100-134	Employer Paid Life	\$3.60		FEB LIFE INS-ST DEPT
Total MINNESOTA MUTUAL LIFE		\$75.35		
Paid Chk# 9915698	1/31/2014 MUNICIPAL UTILITIES			
E 608-46330-380	Elec,Water,Sewer	\$4.66		8-PLEX PORTION OF ST LITE ON HERITAGE DRIVE
E 101-43100-380	Elec,Water,Sewer	\$211.17		ST DEPT UT
E 101-45186-380	Elec,Water,Sewer	\$333.46		SR CTR UT
E 101-45200-380	Elec,Water,Sewer	\$131.53		CITY PARK RESTROOMS UT
E 101-41400-380	Elec,Water,Sewer	\$313.18		CITY HALL UT
E 221-42200-380	Elec,Water,Sewer	\$86.60		FIRE DEPT PORTION OF FIREHALL UT
E 231-42154-380	Elec,Water,Sewer	\$42.66		AMB PORTION OF FIREHALL UT
E 607-46330-380	Elec,Water,Sewer	\$2.30		4-PLEX PORTION OF ST LITE ON HERITAGE DRIVE
E 101-45200-380	Elec,Water,Sewer	\$27.20		LAWCON PARK LIGHTS
E 101-45183-380	Elec,Water,Sewer	\$15.84		UT AT CAMPGROUND
E 101-45200-380	Elec,Water,Sewer	\$3.20		UT AT CITY PARK SHELTERHOUSE
E 101-45171-380	Elec,Water,Sewer	\$1,206.18		WATER AT ICE RINK
E 211-45500-380	Elec,Water,Sewer	\$321.82		LIBRARY UT
Total MUNICIPAL UTILITIES		\$2,699.80		
Paid Chk# 9915699	1/31/2014 MUSKE, MUSKE, SURHOFF			
E 101-41400-130	Employer Paid HSA	\$1,400.00		FEBRUARY RETAINER
Total MUSKE, MUSKE, SURHOFF		\$1,400.00		
Paid Chk# 9915700	1/31/2014 NORTHLAND SECURITIES			
E 101-00000-430	Miscellaneous	\$1,125.00	3527	DISCLOSURE REPORT
Total NORTHLAND SECURITIES		\$1,125.00		

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January 2014

			Check Amt	Invoice	Comment
Paid Chk# 9915701	1/31/2014	PRAXAIR			
E 231-42154-210	Operating Supplies		\$47.55	48330980	OXYGEN FOR AMB
	Total PRAXAIR		\$47.55		
Paid Chk# 9915702	1/31/2014	RADTKE WELDING			
E 231-42154-401	Repairs/Maint Buildings		\$18.00	8759	PRESSWORK FOR AMB HALL
	Total RADTKE WELDING		\$18.00		
Paid Chk# 9915703	1/31/2014	RDJ SPECIALTIES			
E 101-42100-430	Miscellaneous		\$480.93	068802	STICKERS-PD
	Total RDJ SPECIALTIES		\$480.93		
Paid Chk# 9915704	1/31/2014	RDO TRUST #80-5800			
E 101-43100-404	Repairs/Maint Machinery/Equip		\$196.26	P41982	CUTTING EDGES-ST DEPT
	Total RDO TRUST #80-5800		\$196.26		
Paid Chk# 9915705	1/31/2014	SCHILLING PAPER CO INC.			
E 211-45500-220	Repair/Maint Supply		\$151.45		PAPER TOWELS-LIB
E 101-45186-220	Repair/Maint Supply		\$250.54		PAPER TOWELS-COMM CTR
E 101-41400-200	Office Supplies		\$33.02		PAPER TOWELS-CITY HALL
	Total SCHILLING PAPER CO INC.		\$435.01		
Paid Chk# 9915706	1/31/2014	SW/WC SERVICE COOPERATIVES			
E 101-46200-131	Employer Paid Health		\$642.10		FEB HEALTH INS-CEMETERY
E 211-45500-131	Employer Paid Health		\$1,070.16		FEB HEALTH INS-LIBRARY
E 101-45200-131	Employer Paid Health		\$642.10		FEB HEALTH INS-PARKS DEPT
E 101-42100-135	Employer Paid Other		\$366.00		FEB HEALTH INS-BRIAN LUNZ
E 205-46500-131	Employer Paid Health		\$1,070.16		FEB HEALTH INS-EDA
E 101-42100-131	Employer Paid Health		(\$333.06)		KEN JAN SINGLE HEALTH INSURANCE
E 101-42100-131	Employer Paid Health		\$1,070.16		KEN JAN FAMILY HEALTH INSURANCE
E 101-43100-131	Employer Paid Health		\$1,926.28		FEB HEALTH INS-ST DEPT
E 101-42100-131	Employer Paid Health		\$3,543.54		FEB HEALTH INS-POLICE DEPT
E 101-41400-131	Employer Paid Health		\$2,140.32		FEB HEALTH INS-OFFICE
	Total SW/WC SERVICE COOPERATIVES		\$12,137.76		
Paid Chk# 9915707	1/31/2014	SYNERGY GRAPHICS INC			
E 101-41400-200	Office Supplies		\$205.00	4537	LARGE MINUTE BOOK
	Total SYNERGY GRAPHICS INC		\$205.00		
Paid Chk# 9915708	1/31/2014	UNIFORMS UNLIMITED			
E 101-42100-205	Uniforms		\$184.05	190280	POLICE UNIFORM-PANTS
	Total UNIFORMS UNLIMITED		\$184.05		
Paid Chk# 9915709	1/31/2014	VERIZON			
E 231-42154-321	Telephone		\$9.81		AMB CELL PHONE
E 101-42100-321	Telephone		\$35.01		POLICE DATA LINE
E 101-42100-321	Telephone		\$10.17		POLICE CELL PHONE
	Total VERIZON		\$54.99		
	10100 United Prairie		\$39,077.96		

4

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January 2014

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Fund Summary

10100 United Prairie		
101 GENERAL FUND		\$33,894.25
205 ECONOMIC DEVELOPMENT AUTHORITY		\$1,167.12
211 LIBRARY FUND		\$2,790.29
221 FIRE DEPT FUND		\$1,070.31
231 AMBULANCE FUND		\$133.03
507 LAKE COMMISSION FUND		\$16.00
607 EDA----4 PLEX FUND		\$2.30
608 EDA----8 PLEX FUND		\$4.66
		<hr/>
		\$39,077.96

Paid Chk# 000336E 1/27/2014 SELECT ACCOUNT

G 101-21710 Employee Flex Plan	\$1,500.00	FLEX PLAN
Total SELECT ACCOUNT	<hr/>	
	\$1,500.00	

DRAFT
Mt. Lake City Council
Mt. Lake City Hall
Tuesday, January 21, 2014
6:30 p.m.

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

Members Absent: None

Staff Present: Maryellen Suhrhoff, City Attorney, Muske, Muske & and Suhrhoff;
Wendy Meyer, Clerk/Administrator

Others Present: Andy Kehren, Bolton and Menk;

Call to Order

Mayor Janzen called the meeting to order at 6:30 p.m. Motion by Nickel, seconded by Schultz, to add 9d. Bonded Indebtedness Report, and 9e. Mt. Lake Trail, to the agenda. Motion carried unanimously. Motion by Schultz, seconded by Nickel, to approve the consent agenda as presented and the agenda as amended. Motion carried unanimously.

Bills: Check #'s 9915629 - 9915670-; 334E, 335E
Payroll: Check #'s 60901- 60927
Jan. 6 Council Minutes
Dec. 13 EDA Minutes
Dec. 9 Lake Commission Minutes
Dec. 12 Police Commission Minute)
Dec. 12 Utility Commission Minutes
Nov. 13 & Dec. 11 Library Board Minutes, Dec. Usage Report & Expenditures
Hiring of Scott Pankratz as of Jan. 21, 2014 – Mt. Lake Ambulance Service

Public

No one addressed the council during the public forum.

Well #7 Project

Andy Kehren, Bolton & Menk, city engineer gave a project update. 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. Project cost is estimated at \$687,660. 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 later in the week. Motion by Schultz, seconded by Nickel, to adopt Resolution #3-14 authorizing submittal of a loan application to PFA for project funding from the Drinking Water Revolving Fund (DWRF). Motion carried.

2012-14 Utility and Street Project

The city, the general contractor Kuechle Underground, and the city's engineering firm Bolton and Menk, had agreed to a Jan 24. mediation session to discuss financial responsibility for street settling that occurred on work done in 2012. Mayor Janzen closed the meeting at 6:44 p.m., attorney/client privilege, to consider a request from Kuechle to postpone the session 'until later in the spring so we can have a better understanding of what the costs of completing the repairs will be'. The regular meeting was re-opened at 7:30 p.m. Motion by Schultz, seconded by Nickel, to agree to postpone mediation until spring as requested. Motion carried unanimously.

Request for Proposal – Position Classification and Compensation System

The administrator reviewed the draft; additions and corrections were made. Motion by Schultz, seconded Savage, to issue the request as presented. Motion carried unanimously.

Request for Proposal – Auditing Services Draft

The matter was tabled until July.

SW MN/NW IA Emergency Response Unit Joint Power Agreement (H.E.A.T. Tactical Team

The agreement was reviewed. Motion by Nickel, seconded by Ysker, to approve the agreement and authorize Chief Doug Bristol to sign on behalf of the city. Motion carried unanimously.

2013 Police Report

The report was reviewed. No action taken.

Wind Turbine

The 2013 production numbers, income and expenses were reviewed. As the turbine ages the warranty cost rises. It was noted that the Utility Commission had adjusted the rate at which the Utility sells wind power to its customers from 5.1 cents to 5.4 cents per kilowatt.

202 15th St. N.

The owners of property are willing to allow the Mt. Lake Fire Dept. to use the house for training that does not include burning it down. Motion by Nickel, seconded by Savage, to authorize the clerk/administrator and the mayor to sign the authorization agreement. Motion carried unanimously.

Mt. Lake Public School, 2013 4th Quarter bill

The bill was reviewed. Net loss was \$9,457.39, with the city's 50% share of \$4,728.70. This amount when added to the first three quarters exceeds \$15,000, the agreed upon city's maximum yearly contribution. The city's actual 4th quarter share is \$4,474.62.

2013 Bonded Indebtedness Report

The report was reviewed. No action taken.

Mt. Lake Trail

Mayor Janzen closed the meeting at 8:04 p.m., client/attorney privilege, to consider a recently filed appeal. The closed meeting was closed at 8:16 p.m.

Adjourn

Motion by Nickel, seconded by Schultz, to adjourn at 8:20 p.m.

ATTEST:

Wendy Meyer, Clerk/Administrator

Planning and Zoning Commission Meeting
July 29, 2013
5:30 p.m.
City Hall

Members Present: Tim Janzen, Doug Regehr, Travis Smith

Members Absent: Erland Braun, Shawn Hiebert, Roger Rahn

Staff Present: Wendy Meyer, Clerk/Administrator

Others Present: Diane Radtke, Debra Wallert

There was not a quorum. Diane Radtke and Deb Wallert were present for the public hearing scheduled for 5:35 p.m. Radtke stated her concerns with the re-zoning of Lots 5 and 6, Block 1, Jenny's Subdivision. Radtke owns Lot 3 in the subdivision is concerned that the construction of a manufacturing facility decreases the value of her property and makes building a restaurant on the site less appealing. There was discussion on the Economic Development Authority's work to create jobs in the community. Wallert also stated her concerns and added that she wants an attractive, welcoming community.

Planning and Zoning Commission Meeting
Monday August 5, 2013
5:30 p.m.
City Hall

Members Present: Erland Braun, Tim Janzen, Doug Regehr, Travis Smith

Members Absent: Shawn Hiebert, Roger Rahn

Staff Present: Wendy Meyer, Clerk/Administrator

Others Present: None

Call to Order

Janzen called the meeting to order at 5:35 p.m. There were no additions to the agenda.
Motion by Braun, seconded by Regehr, to adopt the agenda as presented. Motion carried unanimously.

April 22 minutes

Motion by Smith, seconded by Regehr, to approve the April 22, 2013. Motion carried unanimously.

July Building/Shingling Permits

The building permits were reviewed. The setbacks of two permits were checked and meet city code. There has been more than the usual number of shingling permits due to hail the night of June 17/18. Motion by Braun, seconded by Smith, to approve the July building and shingling permits.

Public Hearing to consider Re-zoning Petition PIN 22-421.0050 and 22.421.0060, Lots 5 and 6, Jenny's Subdivision

Janzen called the public hearing to order at 5:35 p.m. A map of the area, the request, and draft finding of facts were reviewed. The public hearing was closed at 5:45 p.m. Motion by Braun, seconded by Regehr, to recommend the re-zoning of Lots 5 and 6, Block 1, Jenny's Subd. from General Commercial (C-2) to Industrial (I) to the city council. Motion carried unanimously.

Adopt Resolution #PZ1-13 Resolution Finding Proposed Redevelopment Plan for Redevelopment Project #1 and the Proposed Tax Increment Financing Plan for Tax Increment Financing District #105 is Consistent with Plans for Development of the City of Mt. Lake as a Whole

The resolution was reviewed and discussed. Motion by Regehr, seconded by Smith, to adopt Resolution #PZ1-13. Motion carried unanimously.

Animal Ordinance Update

The clerk/administrator has prepared a final draft. It has been sent to the city attorney for review and revision.

Adjourn

Motion by Regehr, seconded by Smith, to adjourn at 6:05 p.m.

Approved January 27, 2014.

ATTEST:

Wendy Meyer, Clerk/Administrator

**City of Mt. Lake
Planning and Zoning Commission
Monday, January 6, 2014
5:30 p.m.**

Members Present: Erland Braun, Roger Rahn, Doug Regehr, Travis Smith

Members Absent: Tim Janzen, Shawn Hiebert

Staff Present: Wendy Meyer, Clerk/Administrator

Others Present: None

Call to Order

Rahn called the meeting to order at 5:30 p.m. There were no additions to the agenda.

Mt. Power Hydraulics Expansion

The Redevelopment District and the Tax Increment Financing (TIF) district created for the Pop'd Kerns Project (TIF #5) is being enlarged to include the Mt. Power Hydraulics project. TIF, the cost of the project, the repayment of the bonds, the location of the building, and other project details were reviewed and discussed. Motion by Braun, seconded by Smith, to adopt Resolution PZ #2-13, Resolution of the Planning Commission Finding that the Proposed Modified Redevelopment Plan for Modified Redevelopment Project No. 1 and the Proposed Tax Increment Financing Plan for Tax Increment Financing District No. 1-6 Conforms to the Plan for Development of the City of Mountain Lake as a Whole. Motion carried unanimously.

Adjourn

Motion by Regehr, seconded by Braun, to adjourn at 5:45 p.m.

Approved January 27, 2014.

ATTEST:

Wendy Meyer, Clerk/Administrator

Aug. - Dec. 2013

City of Mt. Lake

Building and Shingle/Siding Permits

Building Permits								
Janzen	Tim	145 7th St. N.	22.413.0160	Self				Deck
Rempel	Bryan & Caroline	721 Basinger M. Dr.	22.415.0040	Self				egress window
Rathsavong	Hao	710 4TH Ave.	22.520.0860	Self				replace six windows
Future Growth	Balzer	1900 1st Ave.						demo portion of building and side
Brand Allen	Tyler Stamp	209 9th St.	22.520.0600	self				deck
EDA		1716 Stuart Ave.	22.421.0050	Wilcon Const. 008761				13,500 sq. ft. building
Friesen	Doris	1030 Midway Rd.	22.610.0890	Augustin BC01151				enclose existing deck
Telles	Allen & Grace	329 9th St. So.	22.161.0202	Herrig 494997				replace south basement wall
Balzer	2200 3rd Ave.	2200 3rd Ave.	22.613.0090	Reimers 664552				35' by 60' office building
Frederickson	Jeff & Heather	1111 Castle Dr.	22.292.0030	Self				move Eventide gazebo, new foundation
Banegas-Navarro	Yessenia	816 10th St. N.	22.443.0120	Self				repair porch
Rodney	Carchious & Barb	1620 Prince St.	22.356.0110	Self				garage
Peterson	Marlin	910 Mt. Lake Rd.	22.004.0201	na				shed- move in
Harder	Judy and Steve	1310 Mt. Lake Rd.	22.004.0102	Self				lean-to addition 31 by 10 on existing
Bent	Greg & Elizabeth	1107 Mt. Lake Rd.	22.161.0481	Rodney 730411				barn/shed
Bent	Greg & Elizabeth	1107 Mt. Lake Rd.	22.161.0470	Self				3 egress windows
Future Growth	Balzer	2109 3rd Ave.	22.034.1100	J. Marcy Const. 638102				finish basement
								finish interior, south portion
Shingling and Siding Permits								
Murphee	Jean	1512 3rd Ave.	22.616.0010	Self				shingle house and garage
Hirsch	Al & Wendy	1015 Midway Rd.	22.550.0060	Bargen BC125756				shingle house and garage
Hill	Dan & Magdalen	415 N. 15th St.	22.611.0350	Bargen BC125756				shingle house and garage
Stoesz	Kenton	705 7th Ave.	22.175.0040	Otten 630800				shingle house and garage
First	Presbyterian	6th Ave.	22.610.0690	Otten 630800				shingle house and garage
Wallert	Frank & Debra	1407 Mt. Lake Rd.	22.131.0030	Self				shingle house and garage
Lohrenz	Wm.	1216 3rd Ave.	22.711.0090	Rodney 630411				shingle house
Stadtlander	Jan	420 15th St. N.	22.611.0330	Rettke XB630800				shingle house and garage
Crawford	James Jr.	601 Golf Course Rd.	22.032.0200	Self				shingle house and shed
Harder	Curtis	1401 4th Ave.	22.353.0010	Self				shingle garage

Aug. - Dec. 2013
City of Mt. Lake

Building and Shingle/Siding Permits

Radtke	Pam & Delyle	709 N. 8th St.	22.415.0070	Bargen BC125765	shingle house and garage
Freitag	Brad	715 Klein St.	22.611.00760	Rocker 63826	shingle and side
Gerdes	Yvonne	811 6th Ave.	22.611.0880	Rocker 63826	shingle, replace gutters & downspouts
Witt	Pam	610 7th Ave.	22.413.0840	Rocker 63826	shingle house
Schultz	Dan	709 5th Ave.	22.520.1770	Rocker 63826	shingle house and garage
Meyer	Nicole	409 10th St. N.	22.520.1520	Rocker 63826	shingle house, demo chimney
Blom	Jessica	649 4th Ave.	22.413.0490	Rocker 63826	shingle house & garage; replace shutters
Kraemer	Ken & Becky	412 9th St. N.	22.520.1440	Rocker 63826	shingle house and garage
Freitag	Brad	737 9th St. N.	22.611.0760	Rocker 63826	shingle, fascia and 5 pieces of siding
Saelee	Singkham	1210 6th Ave.	22.410.0070	Otten 630800	shingle home
Rempel	Calvin	1415 Prince St.	22.290.0020	Otten 630800	shingle home
Hildebrandt	Gary & Karen	718 8th St. N.	22.611.0751	self	shingle house and garage
Derksen	Laura	714 Mt. Lake Rd.	22.004.0600	Bartsch 004433	shingle house and garage
Eken	Chad	1309 Mt. Lake Rd.	22.161.0060	Self	shingle house
Ratzlaff	Travis	708 10th St. N.	22.442.0390	Bargen BC125765	shingle house and garage
Hooge	Vern	1400 15th Ave.	22.611.0241	Rodney 730411	shingle house and garage
Peters	Steve	706 7th Ave.	22.448.0080	Otten 630800	shingle house and garage
Hulzebos	Dennis	719 8th St.	22.235.0020	Rodney 730411	shingle house and garage
Hooge	Melvin	735 10th St. N.	22.611.1120	Wall 636606	shingle house and garage
Hooge	Melvin	733 10th St. N.	22.611.1120	Wall 636606	shingle house and garage
Schultz	James & Elsie	902 Lakedale Rd.	22.395.0050	Bargen BC125765	shingle house and garage
Krahn	Rich	411 7th St. N.	22.413.0600	Bargen BC125765	shingle house and garage
Karschnik	Kari	909 6th Ave.	22.611.0980	Otten 630800	shingle house and garage
Chantharak	Arold	509 8th St.	22.520.1781	Self	shingle house and garage
Youngwirth	Frank	306 6th St.	22.413.0740	Quad Bros. 631050	shingle house and garage
Witt	Chuck & Lisa	553 3rd Ave	22.413.0380	Wall 636606	shingle house
Stoesz	Mike & Sonja	708 7th Ave.	22.448.0070	Heffele 20204606	shingle house and garage
Hanson	Jane	504 9th St. N.	22.614.0080	Heffele 20204606	shingle house and garage
Kass	David	1113 Castle Dr.	22.292.0040	Otten 630800	shingle house and garage
Stoesz	Nancy	1540 2nd Ave.	22.610.0181	Otten 630800	shingle house and garage

Aug. - Dec. 2013
City of Mt. Lake

Building and Shingle/Siding Permits

Friesen	Daron	608 Golf Course Rd.	22.413.0795	Otten 630800	shingle house and garage
Hanson	Mark & Sharron	716 10th St.	22.610.1000	Rodney 730411	shingle house
Neme	Neme	602 Third Ave	22.413.0171	self	shingle house
Siebert	Micah	1406 2nd Ave.	22.610.0150	Bargen BC125765	shingle house & garage
Regehr	Marvin	1013 9th Ave.	22.443.0350	Bargen BC125765	shingle house and garage
Friesen	Doris	1030 Midway Rd.	22.610.0890	Augustin BC01151	shingle house and garage
Lehman	Charles	723 10th St. N.	22.611.1019	Rodney 730411	shingle house and garage
Junker	Randy & Brigitte	505 7th St. N.	22.161.0140	Self	shingle house and garage
Peters	Mario & Char	1225 Prince St.	22.290.0041	Otten 630800	side house and garage
L&G Harder	W & M Dick	602/604 7th Ave.	22.413.0792 /0793	Rodney 730411	shingle townhouse building
Lohrenz	Lisa	1116 6th Ave.	22.520.2130	Bargen BC125765	shingle house and garage
Blom	Lyle	715 Mt. Lake Rd.	22.610.1070	Self	shingle house and garage
Nelson	Nancy	511 10th St.	22.614-0010	Wall 636606	shingle house and garage
Phetsomphou	Khamphay	151 CR #1	22.611.1300	Self	shingle house
Fast	Trevor	709 Mt. Lake Rd.	22.445.0010	Wall 636606	shingle house
Kremmin	Otto	602 9th St.	22.611.0990	Wall 636606	Shingle house & garage
Wieler	Jacob	1502 2nd Ave.	22.411.0020	Hildebrandt XB36947	shingle house & garage
Telles	Allen & Grace	329 S. 9th St.	22.169.0202	Self	shingle house and garage
Meyer	Rich & Wendy	901 10th St. N.	22.395.0040	Boldt 005235	re-roof shed
Friesen	Majorie	1115 Mt. Lake Rd.	22.161.0510	Bargen BC125765	shingle house and garage
Pankratz	Robert	521 4th Ave.	22.413.0450	Bargen BC125765	shingle house and garage
Russell	Sue	1309 2nd Ave.	22.711.0180	self/church	shingle house
Bethel	Church	301 9th St.	22.520.0910	Otten 630800	ed. Unit
Adrian	Matt	645 4th Ave.	22.413.0500	Otten 630800	house/garage shingle
Harder	Arnold	208 9th St. N>	22.520.0610	Self	shingle garage
Good Samaritan		745 Bas.Mem. Dr.	22.175.0021	Bargen BC125765	shingle garages
Prachomphonh	Bruce	1011 5th Ave.	22.520.1930	Self	shingle house
Klassen	Chad & Esther	410 12th St. N.	22.520.1310	Otten 630800	shingle house
Klassen	Chad & Esther	510 6th Ave.	22.413.0610	Otten 630800	shingle house
Wolle	Chuck	1711 3rd Ave/	22.416.0050	Self	shingle house

Aug. - Dec. 2013

City of Mt. Lake

Building and Shingle/Siding Permits

Bobadilla	Zulema	731 9th St.	22.611.0770	Self	shingle houses
Fast	Brandon	600 2nd Ave.	22.413.0090	Wall 636606	shingle house and garage
Hayes	Jerry	1206 Boxelder St.	22.161.0330	Self	shingle house
Blomgren	C & V	924 Mt. Lake Rd.	22.441.0011	Rettke XB630800	shingle house and garage
Majerus	Eric & Michelle	1001 6th Ave.	22.610.0920	Self	shingle house and garage
Harder	Brian & Carol	1021 Mt. Lake Rd.	22.161.0502	Bargen BC125765	shingle house and garage
Stoesz	Mike & Sonja	708 7th Ave.	22.448.0070	Heffele 20204606	fence
Miller	Glen	1010 10th Ave.	22.443.0361	Self	Shingle house
Quiring	Almada	601 9th St. N.	22.611.0860	Wall 636606	shingle house
Bradford	Ken & Jessica	429 9th St. S.	22.161.0200	Self	shingle house and garage
Brugman	Julie & Dennis	506 10th St. N.	22.520.1970	Rettke XB630800	shingle house
Cornerstone		1019 Prince St.	22.443.0010	Bartsch 004433	steel shingle church
Lucht	Grace & Randy	411 11th St.	22.520.1350	Wall 636606	shingle house
Mt Lake Apts		401-405 Golf Course Rd			
Knickrehm	Steve	319 6th St	22.413.0440	Rettke XB630800	shingle apartments
Souphommanichanh	Somphan	708 3rd Ave.	22.413.0400	Rory Haler BC454544	shingle house
Good Sam	adm. House	606 7th Ave.	22.520.0740	Self	shingle house
Marx	Kristen	1215 Mt. Lake Rd.	22.413.0810	Bargen BC125765	shingle house
Fast	Brian	305 13th St.	22.161.0530	Otten 630800	shingle house
Dunker	Linda & Ken	1410 1st Ave.	22.268.0010	Otten 630800	shingle house
			22.610.0060	Otten 630800	shingle house, garage and shed
Cano-Hernandez	Andres	901 4th Ave.			
Quiring	Gerhard	735 9th St. N.	22.520.1460	Self	shingle house
Kamolz	Dean	201 9th St.	22.611.0750	Self	shingle house
Klassen	David	1215 2nd Ave.	22.520.0631	Quad Bros. 631050	shingle house and garage
Watkins	Dana & Linda	2300 3rd Ave.	22.711.0100	Quad Bros. 631050	shingle house and garage
			22.613.0140	Wall 636606	steel roof
Janzen	Dean	1516 3rd Ave.		CR Construction	
Rempel	Bryan	721 Basinger Mem Dr	22.610.0440	730411	shingle house
Thiessen	Steve	705 9th St. N.	22.415.0040	Peschges	shingle house, garage and shed
			22.611.0790	Otten 630800	shingle house

Aug. - Dec. 2013

City of Mt. Lake

Building and Shingle/Siding Permits

Gemmer	Kay	1311 6th Ave.	22.610.0751	Otten 630800	shingle house and shed
Guacci	Gary & Cheryl	207 8th St. N.	22.520.0710	Laraway 069266	shingle house and room above garage
Zich	Tabitha	1406 5th Ave.	22.611.0240	Self	shingle house and garage
JAND		801 3rd Ave.	22.520.0900	Wilcon 008761	shingle garage
D. Harder	M. Heide	1308 2nd Ave.	22.161.0041	ABC Steel 20630072	re-roof with steel
Mechanical Permits					
Albrecht	Dave	710 6th Ave.	22.520.1791	Cress Refrig.	amana furnace and A/C

REGULAR UTILITIES COMMISSION MEETING
THURSDAY, JANUARY 9, 2014
7:00 A.M.

PRESENT: John Carrison
Mark Langland
Mike Johnson
Bryan Bargen, Chairman
David Savage-City Council Liaison

ABSENT: None

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

Bryan Bargen - Chairman called the regular meeting of the Utilities commission for January 9, 2014 to order at 7:00 a.m.

Election of Officers: The clerk/administrator called for nominations for chairman. Bryan Bargen and Mark Langland were nominated. Bryan Bargen received three votes and was elected Chairman. The Chairman Bryan Bargen called for nominations for vice-chairman. Mark Langland was nominated. Motion by Bryan Bargen seconded by John Carrison that nominations cease and a unanimous ballot be cast for Mark Langland. Motion carried.

1. Minutes and Bills: Motion by Mark Langland seconded by John Carrison to accept the minutes and bills as presented. Motion carried. Checks #13995-14066.
2. Water/Wastewater Department:

Lawn Mower: Tabled

3. Office Department:

Wind Turbine: The production, revenue and expenses of the wind turbine from 2008 through 2013 were reviewed. Warranty costs will increase in 2014 and the current wind turbine rate will not cover these additional costs. Motion by Mark Langland seconded by John Carrison to increase the wind turbine rate from \$.051 to \$.054, for power sold beginning January 1, 2014. Motion carried.

Energy Audit Informational Meeting: The public informational meetings with Center for Energy and the Environment (CEE) will be February 4, 2014 at 2:30 and 6:30 p.m.

4. Electric Department:

Windows: Most, but not all, of the new windows in the power plant have been installed by Fairmont Glass. They look very nice.

5. Meeting adjourned

2013 Building Permit	28 Permits, Value of \$1,192,830
2013 Shingling/Siding Permit	138 Permits
2012 Building Permits	47 Permits, Value of \$2,937,999
2012 Shingling/Siding Permits	38 Permits
2011 Building Permits	24 Permits, Value \$300,520
2011 Shingle/Siding Permits	60 Permits

Mountain Lake SCDP Program Summary – February, 2014

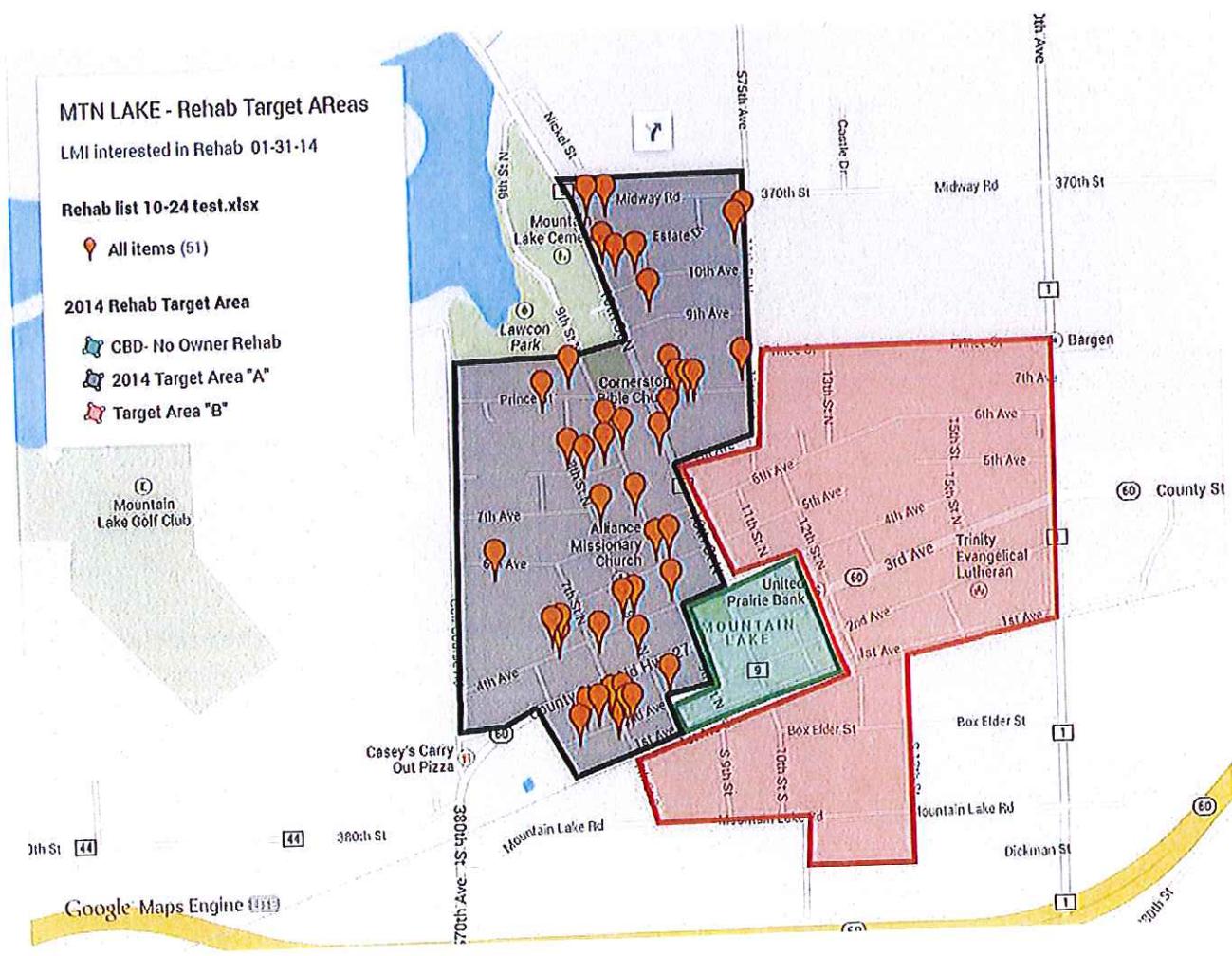
WATER SYSTEM IMPROVEMENTS

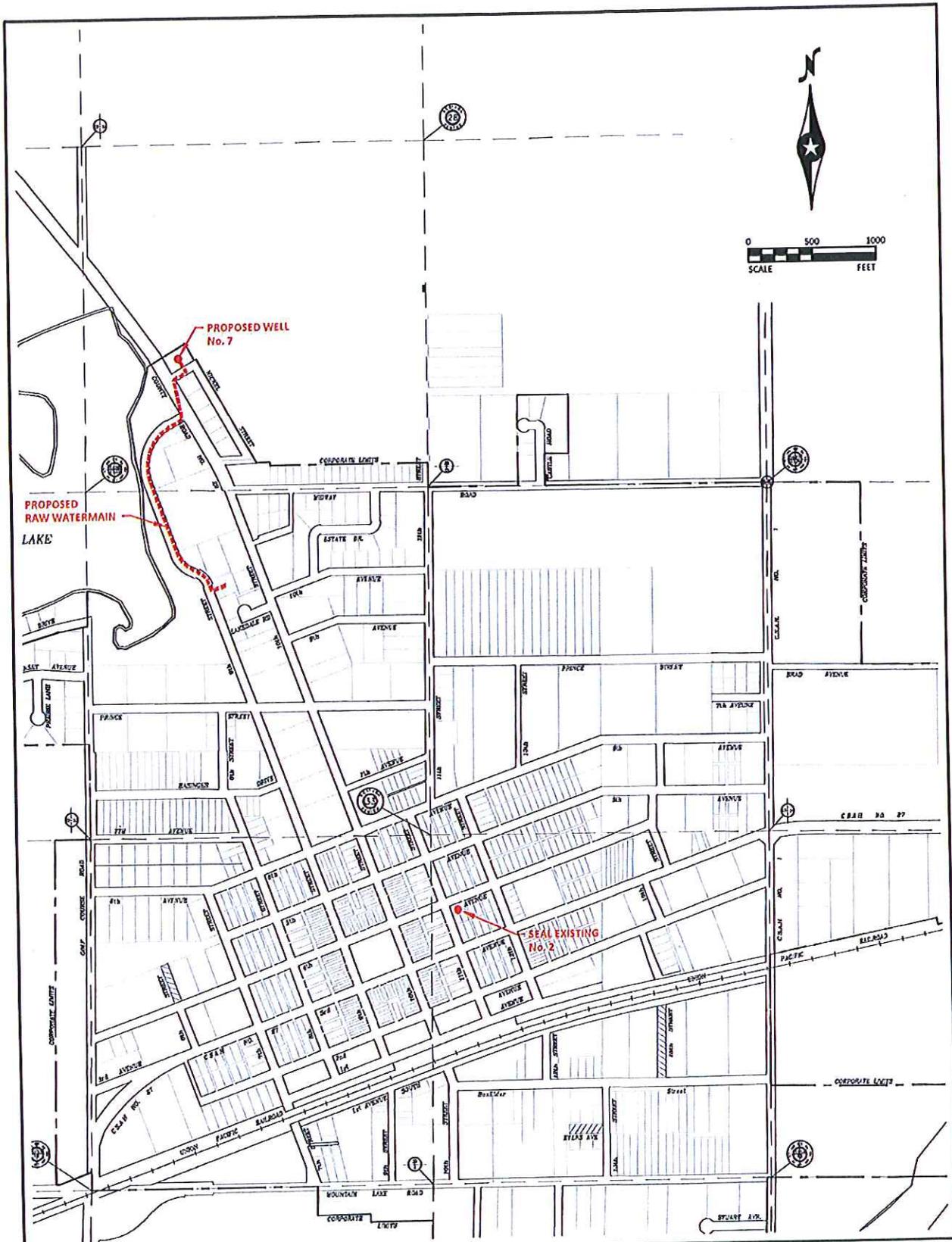
- Water Needs :
 - City water supply is from 4 wells and these wells cannot supply the current water demands of the city.
 - The wells are in excess of 55 years old. Two wells are beyond their design life and one well has lost capacity and regeneration attempts have failed.
 - A 'raw water' line break in 2012 left the City without access to one well
 - Loan Funding from the PFA is inadequate to cover all project costs
 - The water needs rank #5 Statewide and is a high priority for grant / loan funding.
- Activities to be undertaken include:
 - A new Well #7 and raw water main to connect to the existing system to be constructed
 - Existing Well #2 will be abandoned and sealed
- Budget:
 - SCDP \$470,000
 - PFA Loan \$ 237,660

HOUSING REHAB

- Activities to be delivered initially in Target Area "A" and expanded to Area "B" if sufficient applications are not received in within 12 months from grant award ,
- Eligible households may qualify for a maximum of \$24,999 of SCDP funding. An average of \$18,300 is being used for budgeting purposes,
- SCDP Grant funds will provide 80% of the funding up to an average of \$18,300
- Qualifying Homeowners will be required to pay for up to 20% of the total project cost.
- Leverage funds provided from : WCA, Weatherization, CFUF, local Banks and Homeowner leverage
- Funds may be used for health and safety and code violation improvements. Roofing, siding, windows & doors, electrical, plumbing and heating and structural repairs are all eligible improvements. Cosmetic items are not eligible,
- **Grant funds would be in the form of a 0% Interest, 10-Year Deferred Loan** that must be paid back to the City if the owner sells the house or if it is no longer your principal place of residence within 10-years. If you move out or sell the house you pay it back, with no interest. If you keep your house for ten years, the loan turns into a "grant", and you owe nothing.
- GOAL – 25 Owner Occupied Projects
- Budget:
 - SCDP \$526,125
 - Private Funds \$114,375

Activity	# of Units	SCDP Cost per Unit	Total SCDP	Total Leveraged Sources	Source of Leveraged Funds- use "c" after source if committed	Total Costs
Single Family Rehabilitation	25	\$18,300	\$467,500	\$114,375	City ©, WX © MHFA © CFUF © Private	\$571,875
Rehab. Administration	25	\$2745	\$68,625	\$0		\$68,625
Wells -New / Abandon/ Seal	1 / 4	\$LS	\$229,500	\$		\$229,500
Raw Water Lines from now Well	1	\$LS	\$220,500	\$58,300	PFA ©	\$256,860
Water Administration	1	\$LS	\$20,000	\$		\$20,000
Engineering / Contingency	LS	\$LS	\$0	\$179,360	PFA ©	\$201,300
Totals	25	\$	\$996,125	\$352,035		\$1,348,160





BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BRAINERD, MN AMES, IA
 H:\MOUNTAIN LAKE\2013\2013-11-13\2013-11-13 8:47 am ©Bolton & Menk, Inc. 2013. All Rights Reserved

CITY OF MOUNTAIN LAKE, MINNESOTA
PROPOSED 2014 WATER SYSTEM IMPROVEMENTS
LOCATION MAP
 NOVEMBER, 2013 FIGURE No. 2

21

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)

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

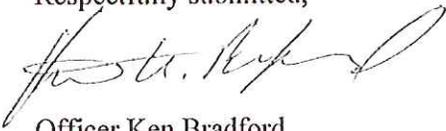
Officer Ken Bradford, Law Enforcement Labor Services, Inc. (Local #360), is filing this Step 1 grievance, as provided for in Article 7 of the labor agreement.

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

Wendy Meyer

From: MLPD #114 <mlpd114@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.

Dou I'll get the shift covered.

*Date of MSG's
Monday Dec 30TH 2013*

Ken Thanks

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

Ken Cure wrap?

Dou Not sure what that means

Date of MSG's below line are from

Dou Ah

Dou Paid funeral leave *Monday Jan 6TH 2014*

Ken Without say i guess

Sent from my iPhone

28

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



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

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

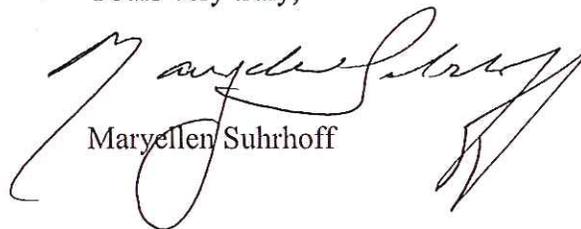
Len McFarland
Law Enforcement Labor Services, Inc.
327 York Avenue
St. Paul, MN 55130-4090

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



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

33



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

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.

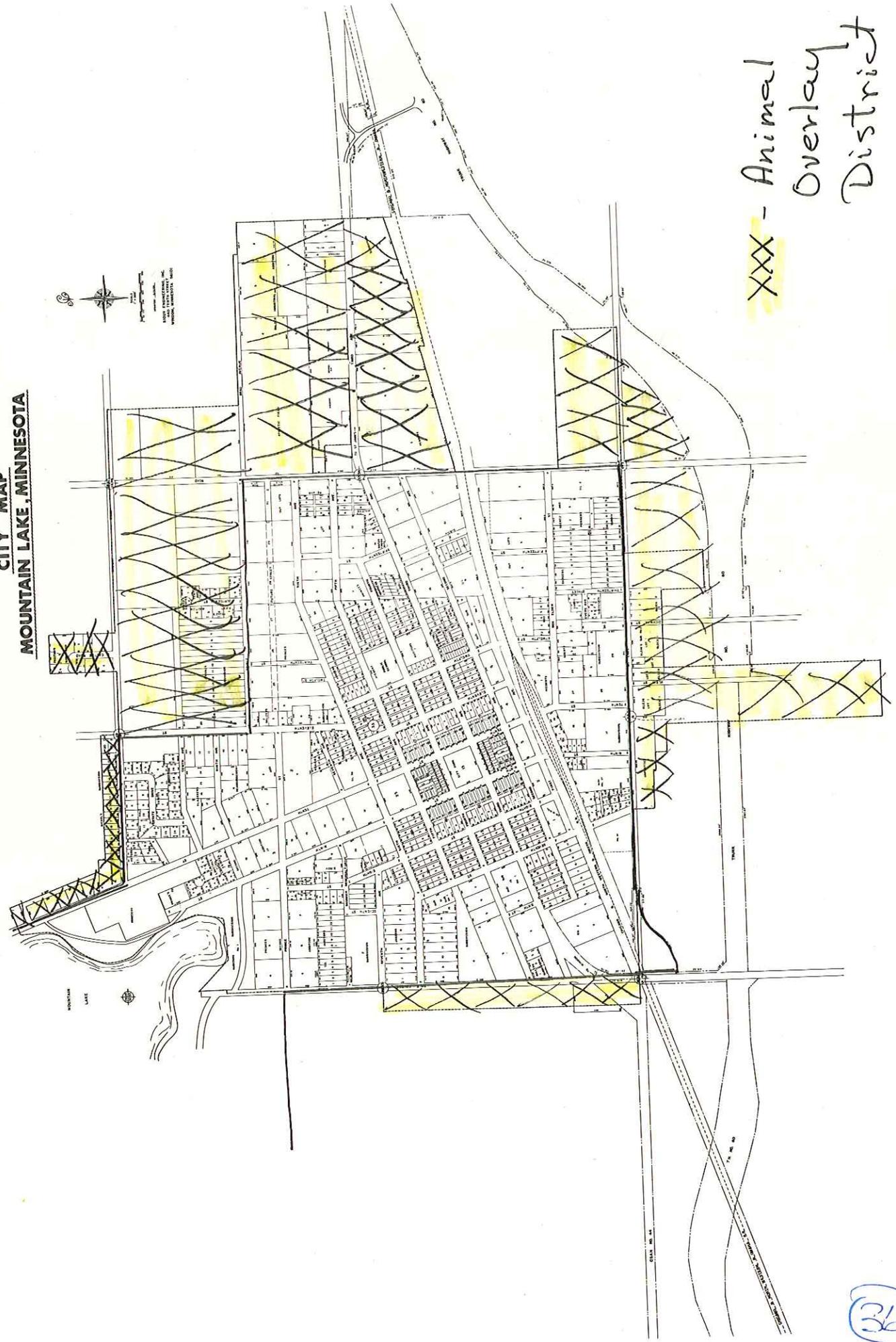
Adopted this 3rd day of March, 2014.

Dean Janzen, Mayor

ATTEST:

Wendy Meyer, Clerk/Administrator

CITY MAP
MOUNTAIN LAKE, MINNESOTA



XXX - Animal
Overlay
District

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.

- (e) Any poisonous, venomous, constructing, 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

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 of 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

				(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:

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

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.

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

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.

44

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

45

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:

46

- 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

47

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

48

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.

49

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 threaten, injure, 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

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

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:

'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

SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- c If the city does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- c If the city waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- r If the city waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

_____ accepts liability coverage limits of \$_____ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044

61