

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

AGENDA
September 22, 2010

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM ___ HARRIS ___ GOSLINE ___
LONG ___ MERCER-TAYLOR ___
MILLER ___
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: September 8, 2010
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 - 1. General Disbursements through 9/14/10: \$107,178.26
Payroll through 9/15/10: \$14,359.93
 - 2. City License Application
 - 3. Approve Donations to Park and Recreation Fund
 - 4. Approval of Mayor Lindstrom Travel to NATOA Conference
 - 5. Close the 1999 NE Quadrant Street Bond Debt Service Fund
- G: POLICY ITEMS:
 - 1. Recycling Services Contract
 - 2. Dangerous Dog Ordinance Amendments
- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM _X_ HARRIS _X_ GOSLINE _X_
LONG _X_ MERCER-TAYLOR _X_
MILLER _X_
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: August 25, 2010 Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: Chuck Long Moved
Approval 5-0
1. General Disbursements through 8/31/10: \$70,069.53
Payroll through 8/31/10: \$15,195.31
 2. PASS Alarm Replacements
 3. Participation in "Be Active! Be Green!" Recycling Container Project
 4. Appointment of Luke Mielke to Parks and Recreation Commission
 5. Office Assistant Appointment
 6. Approve Agreement No. PW 2010-20: Ramsey County Cooperative Agreement with Cities of Roseville, Falcon Heights and St. Paul
- G: POLICY ITEMS:
1. Snow and Ice Removal Abatement Ordinance Pam Harris Moved
Approval 5-0
 2. Ordinances and Rezoning Implementing the
Comprehensive Plan Keith Gosline
Moved Approval 5-0
 3. Setting of Preliminary 2011 Property Tax Levy and
Budget Hearing Date Pam Harris Moved
Approval 5-0
- ADDENDUM:
1. Approval of Mayor Lindstrom's Acceptance of
University of Minnesota Football Tickets Pam Harris Moved
Approval 4-0

(Peter Lindstorm
abstained)

- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT: 7:55p.m.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 22, 2010
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 9/14/10: \$107,178.26 Payroll through 9/15/10: \$14,359.93
Budget Impact	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

PACKET: 00478 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00800	ALLIED WASTE SERVICES					
I-0923-001562820		SEPT/10 WASTE REMOVAL	264.19			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		SEPT/10 WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	264.19
=== VENDOR TOTALS ===			264.19			
=====						
01-06290	CITY OF ROSEVILLE					
I-0210076		SEPT/10 IT SERVICES	1,189.42			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		SEPT/10 IT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	1,189.42
=== VENDOR TOTALS ===			1,189.42			
=====						
I-0210115		SEPT/10 PHONE SERVICES	354.09			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		SEPT/10 PHONE SERVICES		101 4116-85010-000	TELEPHONE	354.09
=== VENDOR TOTALS ===			354.09			
=====						
01-05175	CONTINENTAL RESEARCH CORPORATI					
I-338973-CRC-1		WASP AWAY	199.15			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		WASP AWAY		101 4132-70120-000	SUPPLIES	99.57
		WASP AWAY		101 4141-70100-000	SUPPLIES	99.58
=== VENDOR TOTALS ===			199.15			
=====						
01-04084	FIRE EQUIPMENT SPECIALTIES					
I-6725		2 BUNKER PANTS	1,296.60			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		2 BUNKER PANTS		402 4402-91000-000	MACHINERY & EQUIPMENT	1,296.60
=== VENDOR TOTALS ===			1,296.60			
=====						
01-05171	FRA DOR INC					
I-527631		SIDEWALK REPLACE - BLACK DIRT	22.44			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		SIDEWALK REPLACE - BLACK DIRT		412 4412-92022-000	SIDEWALK PANELS	22.44
=== VENDOR TOTALS ===			22.44			

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=====						
01-05718		GOODPOINTE TECHNOLOGY, INC				
I-1373		PCI PAVEMENT CONDITION EVAL	3,125.00			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		PCI PAVEMENT CONDITION EVAL		419 4419-83010-000	PAVEMENT MANAGEMENT	3,125.00
		=== VENDOR TOTALS ===	3,125.00			
=====						
01-05115		GOPHER STATE ONE CALL				
I-0080509		AUG/10 LOCATES	97.00			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		AUG/10 LOCATES		601 4601-88030-000	ONE CALL CONCEPTS-LOCATE	97.00
		=== VENDOR TOTALS ===	97.00			
=====						
01-05264		JOEL SMITH HEATING & AIR CONDI				
I-25511		AIR CONDITIONER REPAIR	420.00			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		AIR CONDITIONER REPAIR		101 4131-87010-000	CITY HALL MAINTENANCE	420.00
		=== VENDOR TOTALS ===	420.00			
=====						
01-07272		LILLIE SUBURBAN NEWSPAPER				
I-201009072507		ZONING HEARING, ANN DISCLOSUR	77.01			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		NOTICE - ZONING PUBLIC HEARING		101 4111-70410-000	LEGAL NOTICES	22.65
		ANNUAL DISCLOSURE - TIF		101 4111-70410-000	LEGAL NOTICES	54.36
		=== VENDOR TOTALS ===	77.01			
=====						
01-05665		METROPOLITAN COUNCIL				
I-0000940230		OCT/10 S.S.	42,810.33			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		OCT/10 S.S.		601 4601-85060-000	METRO SEWER CHARGES	42,810.33
		=== VENDOR TOTALS ===	42,810.33			
=====						
01-07263		NEXTEL COMMUNICATIONS, INC				
I-172868921-066		CELL PHONES - FIRE DEPT	76.12			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		CELL PHONES - FIRE DEPT		101 4124-85015-000	CELL PHONE	76.12
		=== VENDOR TOTALS ===	76.12			

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=====						
01-06945	QWEST					
I-201009072508		LANDLINE TELEPHONE	112.76			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		LANDLINE TELEPHONE		101 4141-85011-000	TELEPHONE - LANDLINE	58.54
		LANDLINE TELEPHONE		601 4601-85011-000	TELEPHONE - LANDLINE	54.22
		=== VENDOR TOTALS ===	112.76			
=====						
01-06185	RAMSEY COUNTY					
I-PRRLG-000881		TIF ADMIN FEES	2,030.04			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		TIF ADMIN FEES		413 4413-89000-000	MISC:TIF ADMIN FEES RAMS	306.73
		TIF ADMIN FEES		412 4412-89000-000	MISC: TIF ADMIN FEES RAM	1,268.60
		TIF ADMIN FEES		414 4414-89000-000	MISC:TIF ADMIN FEES RAMS	454.71
I-RISK-001357		SEPT/10 INSURANCE	827.07			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		SEPT/10 INSURANCE		101 4112-89000-000	MISCELLANEOUS	827.07
		=== VENDOR TOTALS ===	2,857.11			
=====						
01-06184	RAMSEY COUNTY - 911 DISPATCH					
I-EMCOM-000866		AUG/10 DISPATCH SERVICES	1,224.33			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		AUG/10 DISPATCH SERVICES		101 4122-81200-000	911 DISPATCH FEES	1,224.33
		=== VENDOR TOTALS ===	1,224.33			
=====						
01-00935	ST PAUL REGIONAL WATER SERVICE					
I-201009072509		WATER IRRIGATION INSTALLATION	6,500.00			
9/07/2010	APBNK	MANUAL CK# 076919 9/02/2010		1099: N		
		WATER IRRIGATION INSTALLATION		427 4427-92000-000	OTHER IMPROVEMENTS	6,500.00
I-201009072510		WATER IRRIGATION INSTALLATION	15,400.00			
9/07/2010	APBNK	MANUAL CK# 076918 9/02/2010		1099: N		
		WATER IRRIGATION INSTALLATION		427 4427-92000-000	OTHER IMPROVEMENTS	15,400.00
		=== VENDOR TOTALS ===	21,900.00			

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=====						
01-07901		WASTE MANAGEMENT OF WI-MN				
I-5502439-0500-1		SEPT/10 RESIDENTIAL RECYCLING	1,858.45			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		SEPT/10 RESIDENTIAL RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	1,858.45
		=== VENDOR TOTALS ===	1,858.45			
=====						
01-05870		XCEL ENERGY				
I-251760817		ELECTRICITY	25.29			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		601 4601-85020-000	ELECTRIC	25.29
I-251777363		ELECTRICITY	42.59			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	42.59
I-251778982		ELECTRICITY	45.33			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	45.33
I-251782094		ELECTRICITY	1,095.01			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		101 4131-85020-000	ELECTRIC	1,095.01
I-251785162		ELECTRICITY	24.25			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		101 4141-85020-000	ELECTRIC/GAS	24.25
I-251789575		GAS	52.07			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		GAS		101 4131-85030-000	NATURAL GAS	52.07
I-251794582		ELECTRICITY	372.23			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		101 4141-85020-000	ELECTRIC/GAS	372.23
I-251915666		ELECTRICITY	30.18			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	30.18
I-251918531		ELECTRICITY	10.12			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	10.12
I-251945303		ELECTRICITY	10.23			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	10.23

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=====						
01-05870	XCEL ENERGY	(** CONTINUED **)				
I-252102003		ELECTRICITY & GAS	50.34			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY & GAS		101 4141-85020-000	ELECTRIC/GAS	50.34
I-252125731		ELECTRICITY	9.08			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	9.08
I-252261818		ELECTRICITY	131.10			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	131.10
I-252537516		ELECTRICITY	1,983.00			
9/07/2010	APBNK	DUE: 9/07/2010 DISC: 9/07/2010		1099: N		
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	1,983.00
=== VENDOR TOTALS ===			3,880.82			
=== PACKET TOTALS ===			81,764.82			
Federal Withholding			4665.20			
State Withholding			729.31			
PERA			2386.04			
ICMA			1367.00			
Total			<u>90912.37</u>			

PACKET: 00481 Regular Payables

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00255		AMERICAN OFFICE PRODUCTS				
I-111693		ORANGE PAPER - 11 X 17	27.84			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		ORANGE PAPER - 11 X 17		101 4112-70100-000	SUPPLIES	27.84

I-111791		ORANGE PAPER - 11 X 17	83.53			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		ORANGE PAPER - 11 X 17		101 4112-70100-000	SUPPLIES	83.53
		=== VENDOR TOTALS ===	111.37			
=====						
01-00250		AMERIPRIDE SERVICES				
I-1000616261		LINEN CLEANING	37.20			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	37.20
		=== VENDOR TOTALS ===	37.20			
=====						
01-05335		WENDY BALDINGER				
I-201009142515		WIGGLE JIGGLE & JAM INSTRUCTO	225.00			
9/14/2010	APBNK	MANUAL CK# 076937 9/10/2010		1099: N		
		WIGGLE JIGGLE & JAM INSTRUCTOR		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	225.00
		=== VENDOR TOTALS ===	225.00			
=====						
01-03001		CAMPBELL KNUTSON				
I-201009142516		AUG/10 LEGALS	1,516.00			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		AUG/10 LEGALS		101 4114-80200-000	LEGAL FEES	1,516.00
		=== VENDOR TOTALS ===	1,516.00			
=====						
01-03123		CINTAS CORPORATION #470				
I-470521628		BATHROOM & SHOP SUPPLIES	86.07			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		BATHROOM & SHOP SUPPLIES		101 4131-70110-000	SUPPLIES	43.03
		BATHROOM & SHOP SUPPLIES		101 4141-70100-000	SUPPLIES	43.04
		=== VENDOR TOTALS ===	86.07			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-03122 CITY OF ST PAUL

I-115042		PRINT SPRING NEWSLETTER	934.09			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		PRINT SPRING NEWSLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	875.71
		PRINT SPRING NEWSLETTER		206 4206-70420-000	NEWSLETTER	58.38
=== VENDOR TOTALS ===			934.09			

01-04000 EHLERS AND ASSOCIATES

I-341911		TIF REPORTING	712.50			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		TIF REPORTING		412 4412-81900-000	OTHER PROFESSIONAL SERVI	237.50
		TIF REPORTING		413 4413-81900-000	OTHER PROFESSIONAL SERVI	237.50
		TIF REPORTING		414 4414-81900-000	OTHER PROFESSIONAL SERVI	237.50
=== VENDOR TOTALS ===			712.50			

01-04084 FIRE EQUIPMENT SPECIALTIES

I-6733		4 INCH SUPPLY HOSE	1,250.12			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		4 INCH SUPPLY HOSE		402 4402-91000-000	MACHINERY & EQUIPMENT	1,250.12
=== VENDOR TOTALS ===			1,250.12			

01-05121 GFOA

I-201009142522		GAAP UPDATE	135.00			
9/14/2010	APBNK	MANUAL CK# 076952 9/14/2010		1099: N		
		GAAP UPDATE		101 4113-86100-000	CONFERENCES/EDUCATION/AS	135.00
=== VENDOR TOTALS ===			135.00			

01-05166 GRAINGER, W. W., INC.

I-201009142513		BLADE FOR TRAINING	93.45			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		BLADE FOR TRAINING		101 4124-86020-000	TRAINING	93.45
=== VENDOR TOTALS ===			93.45			

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=====						
01-05585	METROPOLITAN AREA MANAGEMENT A					
I-266		MAMA MEETING EXPENSE	20.00			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		MAMA MEETING EXPENSE		101 4112-86100-000	CONFERENCES/EDUCATION/AS	20.00
=== VENDOR TOTALS ===			20.00			
=====						
01-07543	MN FALL EXPO					
I-201009142512		2010 MN FALL EXPO REGISTRATIO	60.00			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		2010 MN FALL EXPO REGISTRATION		101 4132-86100-000	CONFERENCES/EDUCATION/AS	60.00
=== VENDOR TOTALS ===			60.00			
=====						
01-05825	MUNICIPAL CODE CORPORATION					
I-126979		CODE UPDATE	1,463.90			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		CODE UPDATE		101 4114-80210-000	ZONING CODE UPDATE	1,463.90
=== VENDOR TOTALS ===			1,463.90			
=====						
01-06053	OREILLY AUTO PARTS					
I-201009142517		SHOP SUPPLIES - ANTIFREEZE	51.38			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		SHOP SUPPLIES - ANTIFREEZE		101 4131-70110-000	SUPPLIES	51.38
=== VENDOR TOTALS ===			51.38			
=====						
01-06065	OXYGEN SERVICE COMPANY					
I-03148678		MONTHLY AIR TANK RENTAL	62.76			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		MONTHLY AIR TANK RENTAL		101 4124-70100-000	SUPPLIES	62.76
=== VENDOR TOTALS ===			62.76			
=====						
01-06115	TIMOTHY PITTMAN					
I-201009142520		MILEAGE REIMBURSEMENT	64.00			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		MILEAGE: PARK/REC COMMISSION		101 4141-86101-000	MILEAGE	32.00
		MILEAGE: BLOCK PARTY BARRICADE		101 4116-86010-000	MILEAGE	32.00
=== VENDOR TOTALS ===			64.00			

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=====						
01-05273	MN	PUBLIC EMPLOYEES INSURANCE				
I-201009142514		OCT/10 INSURANCE	5,164.40			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		OCT/10 INSURANCE		101 4112-89000-000	MISCELLANEOUS	5,164.40
		=== VENDOR TOTALS ===	5,164.40			
=====						
01-06301	SAMS CLUB	DISCOVER CARD				
I-201009142521		KITCHEN SUPPLIES	216.65			
9/14/2010	APBNK	MANUAL CK# 076951 9/14/2010		1099: N		
		KITCHEN SUPPLIES		101 4131-70110-000	SUPPLIES	216.65
		=== VENDOR TOTALS ===	216.65			
=====						
01-06441	SCOTT WEMYSS	(PARTAGS)				
I-03-175		PAR TAGS	22.44			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		PAR TAGS		101 4124-70100-000	SUPPLIES	22.44
		=== VENDOR TOTALS ===	22.44			
=====						
01-06525	SUBURBAN ACE	HARDWARE				
I-201009142518		SUPPLIES, TRASH BAGS, REPAIRS	212.88			
9/14/2010	APBNK	MANUAL CK# 076936 9/08/2010		1099: N		
		SHOP SUPPLIES/NO PARKING SIGNS		101 4131-70110-000	SUPPLIES	48.33
		TRASH BAGS - COMMUNITY PARK		101 4141-70100-000	SUPPLIES	9.61
		CHAIN SAW REPAIRS		403 4403-91000-000	MACHINERY & EQUIPMENT	154.94
		=== VENDOR TOTALS ===	212.88			
=====						
01-05336	THE RETROPIT COMPANIES, INC					
I-J8189A-IN		LIGHTING IMPROVEMENTS	3,484.17			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		LIGHTING IMPROVEMENTS		403 4403-91000-000	MACHINERY & EQUIPMENT	3,484.17
		=== VENDOR TOTALS ===	3,484.17			
=====						
01-05333	TOTAL SANITATION SERVICE, INC					
I-53199		DUMPSTER RELOCATION FEE	75.00			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		DUMPSTER RELOCATION FEE		101 4132-89000-000	MISCELLANEOUS	75.00
		=== VENDOR TOTALS ===	75.00			

PACKET: 00481 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-00878 US BANCORP

I-201009142523		ELECTION FOOD, GARDEN SUPPLIE	242.51			
9/14/2010	APBNK	MANUAL CK# 076950 9/13/2010		1099: N		
		ELECTION FOOD		101 4115-70100-000	SUPPLIES	185.76
		COMMUNITY GARDEN SUPPLIES		203 4203-70100-000	SUPPLIES	56.75
=== VENDOR TOTALS ===			242.51			

01-07900 WILS

I-201009142519		WILS MEMBERSHIP - MICHELLE	25.00			
9/14/2010	APBNK	DUE: 9/14/2010 DISC: 9/14/2010		1099: N		
		WILS MEMBERSHIP - MICHELLE		201 4201-86100-000	CONFERENCES/EDUCATION	25.00
=== VENDOR TOTALS ===			25.00			
=== PACKET TOTALS ===			16,265.89			

EMP #	NAME	AMOUNT
01-1002	JUSTIN J MILLER	2,531.56
01-1010	MICHELLE C TESSER	1,338.07
01-1136	ROLAND O OLSON	1,100.00
01-1147	CHARLOTTE E STOCKSTEAD	260.43
01-1038	DEBORAH K JONES	1,662.02
01-0040	KEVIN ANDERSON	244.48
01-0085	DANIEL S JOHNSON-POWERS	141.01
01-0086	RICHARD H HINRICHS	122.32
01-0087	MICHAEL A MCKAY	125.00
01-0097	PATRICK GAFFNEY	120.05
01-0101	DALE E HUFF	99.46
01-0105	ANTON M FEHRENBACH	132.32
01-0106	SCOTT A TESCH	212.00
01-0121	JESSICA L ADAMS	58.69
01-1030	TIMOTHY J PITTMAN	325.00
01-1033	DAVE TRETSVEN	1,466.61
01-1143	COLIN B CALLAHAN	1,021.36

TOTAL PRINTED: 17 10,960.38

9-13-2010 12:39 PM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 9/15/2010

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1136	OLSON, ROLAND O	R	9/13/2010	149.33	076938
0034	KURHAJETZ, CLEMENT	R	9/13/2010	194.94	076939
0066	HERNANDEZ, ALFRED	R	9/13/2010	130.47	076940
0095	POESCHL, MICHAEL J	R	9/13/2010	280.78	076941
0104	VANN, VINCENT A	R	9/13/2010	145.59	076942
0112	LESKE, CHRIS M	R	9/13/2010	25.54	076943
0119	WICK, JEFFREY M	R	9/13/2010	53.33	076944
0120	HAWTHORNE, ROCHELLE L	R	9/13/2010	167.50	076945
0123	SULLIVAN, BRYAN R	R	9/13/2010	131.62	076946
0124	KRUSE, MICHAEL D	R	9/13/2010	172.95	076947
2172	ARCAND, MICHAEL W	R	9/13/2010	245.03	076948
1030	PITTMAN, TIMOTHY J	R	9/13/2010	1,702.47	076949

9-13-2010 12:39 PM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 9/15/2010

*** REGISTER TOTALS ***

REGULAR CHECKS:	12	3,399.55
DIRECT DEPOSIT REGULAR CHECKS:	17	10,960.38
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	29	14,359.93



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 22, 2010
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	City License Applications
Description	<p>The following individuals have applied for a <u>Tree Contractor's License</u> for 2010. Staff has received the necessary documents for licensure.</p> <p style="text-align: center;">1. Season Pro Tree Care</p>
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2010 City License Applications.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 22, 2010
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	Approve Donations to Park and Recreation Fund
Description	The following donations were received in July and August: 1. Commonwealth Terrace Cooperative \$200.00 2. Personal Fitness System Inc. \$50.00 3. Premier Chiropractic \$50.00
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council accept said donations.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 22, 2010
Agenda Item	Consent F4
Attachment	
Submitted By	Justin Miller, City Administrator

Item	Approval of Mayor Lindstrom Travel to NATOA Conference
Description	<p>Earlier this year Mayor Lindstrom was appointed by Governor Pawlenty to the State of Minnesota Broadband Advisory Taskforce. The task force will track the state's progress in attaining the goals for broadband established by the legislature during the 2010 session. The goals include the requirement that Minnesota be in the top five states nationally for broadband speed universally available and the top five states for broadband access.</p> <p>The North Suburban Cable Commission, the city's public and cable access provider, has a vested interest in this initiative and has offered to send Mayor Lindstrom to the National Association of Telecommunication Officers and Advisors (NATOA) conference in Washington, D.C. Per the city's out-of-state travel policy, prior approval is required for elected officials travel.</p>
Budget Impact	The North Suburban Cable Commission will be paying the costs associated with this conference.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve Mayor Lindstrom's travel to the NATOA annual conference from September 27 - September 28, 2010.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	Sept 22, 2010
Agenda Item	Consent F5
Attachment	
Submitted By	Roland Olson, Finance Director

Item	Close the 1999 NE Quadrant Street Bond Debt Service Fund
Description	The last payment of principal and interest on the 1999 NE Quadrant street bond was made earlier this year. Staff recommends closing this debt service fund effective December 31, 2010 and transferring any positive balance back to the Infrastructure Fund from which funds were transferred for debt service. It is currently estimated that there will be a small positive balance to transfer. If in the case a negative balance occurs, staff recommends that this amount be transferred from the Infrastructure Fund to cover the deficit before the fund is closed.
Budget Impact	Close the 1999 NE Quadrant Street Bond fund.
Attachment(s)	NA
Action(s) Requested	Staff recommends closing the 1999 NE Quadrant Street Bond fund and transferring any remaining positive balance to the Infrastructure Fund. In the case of a deficit balance, staff recommends transferring the necessary amount from the Infrastructure Fund to cover the deficit and then close the fund.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 22, 2010
Agenda Item	Policy G1
Attachment	Single Stream Recycling Collection Contract
Submitted By	Justin Miller, City Administrator

Item	Recycling Services Contract
Description	<p>For the past several months, the city council and environment commission have been reviewing proposals for recycling collection services. The city's current contract with Waste Management concludes at the end of 2010, and earlier this summer requests for proposals (RFPs) were sent to area refuse and recycling haulers. Three companies responded, and at the August 25th city council meeting Tennis Sanitation was selected as the preferred vendor.</p> <p>The attached contract spells out the terms of the agreement, which were spelled out in detail through their proposal. Key points of the agreement include:</p> <ul style="list-style-type: none"> • Pickup will be "single stream", meaning that residents will no longer be required to sort materials into two categories. Tennis Sanitation will provide 65 gallon carts to each household and recyclable material will be placed into one cart. • Collection will now be weekly instead of every other week. This will eliminate the need to remember which week is recycling pickup week. • Tennis will collect materials at Winterfest, the Ice Cream Social, and the Falcon Heights/Lauderdale 5K. • Tennis will have a dispatch customer service representative on duty Monday-Friday from 8:00 am - 4:30 pm to handle customer requests. • The contract length is three years (2011-2013) with two, one-year extensions available if agreed upon by both parties. • The rate charged to the city will be \$3.00/household. The rate is not subject to annual adjustments. <p>Once the contract is approved, city staff and representatives from Tennis Sanitation will begin discussions on cart delivery and resident education.</p>
Budget Impact	The new contract includes a rate increase (the previous contract's rate had been locked in for at least five years). The actual rate charged to residents will be discussed during a future budget workshop.
Attachment(s)	Single Stream Recycling Collection Contract

Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the attached Single Stream Recycling Collection Contract.
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SINGLE STREAM RECYCLING COLLECTION AGREEMENT

AGREEMENT dated _____, 2010, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“City”), and **TENNIS SANITATION, LLC**, a Minnesota Limited Liability Company (the “Contractor”).

RECITALS

A. The Contractor desires to provide single stream recycling collection services to residents of the City of Falcon Heights.

B. The City desires to provide these services for the health, safety and welfare of its residents.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS,

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the “Contract Documents,” all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Addendum #1 to the City of Falcon Heights Request for Proposals (RFP) for recycling collection services dated June 22, 2010.
- C. Request for Proposals (RFP) for Recycling Services June 4, 2010.
- D. Tennis Sanitation, LLC Proposal for the City of Falcon Heights, MN for Recycling Collection Services including Appendix A-K, inclusive.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document “A” having the first priority and Contract Document “D” having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. DEFINITIONS.

- A. City Facility Means City Hall.
- B. Missed Collection: Means the failure of the Contractor to provide recycling collection service to a SFD, MFD, the City Facility, or designated Community Event during collection hours on the scheduled collection day.
- C. Multi-Family Dwelling (MFD): Means a building containing more than four (4) dwelling units.
- D. Recyclable Materials or Recyclables: Means all items of refuse designated by the Ramsey County Environmental Services to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse and include the following:

Textiles:

- Clothes
- Shoes and Boots

Paper and Corrugate:

- Egg cartons, Milk cartons
- Corrugated Cardboard – (No collapsing of cardboards will be required)
- News and Office Papers
- Magazines, Junk Mail and Paper Food Boxes
- Coated Magazines and Catalogs
- Phone Books, Paper Backs, TV Guides, Comic Books, Readers Digest Covers, Flyers and Brown Paper
- The 4 C's: Cereal, Cake Mix, Chip and Cracker Boxes
- Pop, Beer and Tissue Boxes

Plastic #1 through #5:

- All Plastic with a Recycle Symbol of 1 through 5
- All Plastic Containers that Shrubs, Flowers and Trees come in
- Plastic Tubs (Yogurt, Sour Cream, etc.)
- Plastic Toys
- Motor Oil Bottles (That have been drained)

Glass:

- All Food, Beverage and Jams Glass Bottles (Clear, Brown and Green)

Metals:

- Aerosol Cans
- Scrap Metal in Household quantities (Silverware, Hangers, Pots, Pans, Etc.)
- All beverage cans that are aluminum
- All Food and Beverage cans and other cans that are Steel (Tin, Aluminum, Bi-metal)

Other:

- Car and Truck Batteries
- Other materials agreed upon by the City and Contractor

- E. Single-Family Dwelling (SFD): A building containing up to four (4) dwelling units.
- F. Single Stream Recycling Collection Service: Residents will be instructed to commingle all recyclable materials in one container that will be picked up weekly by Contractor. Contractor will pick up all recyclable material placed in and next to recycling containers.

4. CONTRACTOR'S COLLECTION REQUIREMENTS.

A. Recycling Collection Program. The Contractor shall collect recyclable materials from all single family dwellings, multi-family dwellings, and the City Facility weekly using a single stream collection service. The Contractor shall also collect recyclable materials from designated community events.

B. Multi-Family Dwelling (MFD) Collection Requirements. In addition to the other requirement set forth herein applicable to all recycling, the following additional collection requirements are for MFD Recycling Services only and do not pertain to single family dwelling Collection services.

- 1) MFD Recycling Stations. MFD Recycling Stations will be specified with agreement of the MFD building owner and the Contractor on a case-by-case basis. MFD Recycling Stations will likely be a cluster of recycling carts and/or recycling dumpsters. The number and location of MFD Recycling Stations shall be adequate to be reasonably convenient and accessible to all MFD residents. MFD Recycling Stations shall be located on the MFD premises which permits access to the MFD Recycling Containers for Collection purposes but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.
- 2) MFD Service Standards. MFD recyclables Collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once per week. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.
- 3) MFD Recycling Container Requirements. The recycling containers shall be:
 - a. Sufficient in number and size to meet the demands for recycling services created by the occupants.
 - b. Equipped with hinged lids.
 - c. Equipped with standardized labels identifying the type of recyclable material to be deposited in each container.
 - d. Colored differently from other containers used for garbage Collection.
 - e. Maintained in proper operating condition and reasonably clean and sanitary.

f. Repaired or replaced on a reasonable schedule if stolen or broken.

C. Community Event Recycling. Contractor shall collect recyclables at the following annual community events:

- Winter Fest in January
- Ice Cream Social in July
- Falcon Heights/Lauderdale Family 5K in August

D. Collection Hours and Days. Collections must begin no sooner than 7 a.m. and shall be complete by 7 p.m. on scheduled collection days. The Contractor may request City authorization of exceptions to these time restrictions. The Contractor must request such exception from the City's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

E. Holidays. Collection of recycling materials is prohibited on holidays. Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the City.

F. Weighing of Loads and Reporting Requirements: The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle. A detailed monthly report shall be provided to the City that identifies total tonnage activity by commodity. This report should include all curbside and municipal recycling activity.

G. Recycle Cart Purchase and Delivery: The Contractor agrees to, at its expense, purchase, deliver, service, repair, and maintain sufficient cart inventory to meet supply and demand needs for the City of Falcon Heights Recycling.

1) The Contractor shall initially deliver one 65-gallon wheeled cart to each single family residential dwelling and have a sufficient inventory of 30-gallon and 90-gallon carts available for delivery and switch-out with the 65-gallon carts per resident/customer request. The standard 65-gallon cart shall be approximately 26" X 26" X 41" in dimension, and be smooth for ease in cleaning. The cart shall be uniform and consistent in color and approved instruction label imbedded into each lid, so as to be easily identified by the resident/customer and the Contractor driver as the container for recyclable materials.

2) The Contractor shall provide for use for multiple family dwellings (MFD) and the City Facility, suitable carts, bins, dumpsters or other receptacle for temporary storage and aggregation of designated recyclables. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

H. Recycling Cart Maintenance/Replacement. The driver is required to report to the Contractor the location of any cart that is damaged. The Contractor is required to notify the Recycling Coordinator by fax/email of any driver report of cart damage. The Recycling Coordinator will notify the Contractor by fax/email of any cart damage or request for change of cart size that is reported/requested to them by customers/residents. Any damaged cart or cart request will be repaired or replaced by the Contractor within two (2) week of the report.

I. Point of Collection: Most residential recycling collection will occur at the same location from where the regular refuse is collected, generally the alleys where they exist and street curbside in other areas. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. The driver is required to place the emptied cart back/down in the same location as set by resident.

J. Ownership of Recyclable Materials: All recyclable materials for collection shall remain the responsibility and in the ownership of the occupant of the resident or municipal location until handled for collection by the Contractor. At the point of collection the recyclable materials become the property of the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the resident or municipality will be in violation of local ordinance and subject to penalty. The Contractor shall report to the Recycling Coordinator any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection container.

K. Route Management and Customer Service: The Contractor shall, at all times, provide the City's Recycling Coordinator with a lead route/driver supervisor who is accessible to the Contractor dispatch department via two way communications and to the Recycling Coordinator to handle route and collection issues in a timely fashion. The Contractor shall have on duty Monday through Friday from 8:00 a.m. to 4:30 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

L. Procedure for Unacceptable Materials, Materials Outside Cart and Unreachable Carts: If the Contractor determines that a resident has set out unacceptable recyclable materials, left recyclable materials outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, the Contractor shall use the following procedures:

- 1) The Contractor shall collect all the recyclable materials and leave an "education tag" provided by the Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
- 2) The driver shall record the address and report the addresses to the Contractor dispatcher, who will notify the City's Recycling Coordinator of the addresses no later than noon the following day.

M. Procedure for Complaints-Questions-Missed Collections. A complaint of service or missed collection is a complaint received by the Contractor from either the customer or the Administration Office. If the report is for a missed stop and is received by the Contractor before 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address and complete the collection. If the report is registered after 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address by 12:00 noon the following working day.

N. Clean up Responsibilities: The Contractor shall adequately clean up any recyclable material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any items, which are not recyclable materials.

O. Non-Completion of Collection and Extension of Collection Hours: The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

P. Vehicle Requirements:

1. The Contractor must obtain all pertinent licenses from the Federal, State and County and City governments. An annual report/update on licensing shall be submitted. The Contractor shall provide proof of current licensing and current MnDOT vehicle inspection reports upon request by the City, and on an annual basis.
2. All vehicles must be maintained in proper working condition and available for inspection by the City or County. The Contractor shall supply the City with copies of annual inspections on all vehicles per MnDot requirements.
3. Vehicles should be equipped with a two-way radio or phone, warning flashers and signs, backup alarms, a first aid kit and a broom and shovel for spills, and the contractor's name and phone number prominently displayed on both sides of the vehicle.
4. Recycling vehicles must be designated for recyclables collection only. All such vehicles must be clearly signed on both sides as recycling collection vehicles.
5. Vehicles must be kept in good operating condition, comply with all State inspection requirements, and be kept neat in appearance. Generally this shall mean washed and painted regularly.
6. In the event that a vehicle other than the type specified in the proposal is to be used, the contractor is required to notify the City as soon as possible prior to collection.

Q. Collection Vehicle Equipment Requirements: Each collection vehicle shall be equipped with the following:

- 1) A two way communication system.

- 2) A first aid kit.
- 3) An approved 2A10BC dry chemical fire extinguisher.
- 4) Warning flashers.
- 5) Overhead strobe light.
- 6) "Reverse" audio warning alarm to indicate movement in reverse.
- 7) Signs on the rear of the vehicle which state "This Vehicle Makes Frequent Stops."
- 8) A rear mounted video camera and cab monitor/screen to view operations occurring at the rear of the vehicle.
- 9) Hazard flares and cones.
- 10) A broom and a shovel for cleaning up spills.
- 11) "Absorb" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle.

All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles shall be uniformly painted and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's phone number, the Recycling symbol, and the vehicle ID number.

R. Driver Duties and Responsibilities: The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this contract proposal, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- 1) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- 2) Be clean and presentable in appearance, as so far as possible.
- 3) Wear a uniform and employee identification badge or name tag.
- 4) Drive in a safe and considerate manner.
- 5) Manage carts in a careful manner, setting them back in place so as to avoid spillage and littering or damage to container.
- 6) Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations.
- 7) Record all addresses that could not be collected and reasons, turn list into dispatch at end of each collection day and copies sent to Recycling Coordinator.
- 8) Attach an education tab to the container identifying problems and how to resolve them.
- 9) Collect and transport recyclable materials according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.
- 10) Report all damage to property.

5. CONTRACT LENGTH. This contract shall commence January 1, 2011 and shall be for three (3) years ending December 31, 2013. By mutual written agreement of the Parties this Agreement may

be extended for a period not to exceed two years subject to such amendments as the parties may agree upon.

6. RATE. The City will pay the Contractor and the Contractor will accept as payment for all services and goods rendered under the Contract Documents \$3.00 per single family and multi-family dwelling unit per month. There shall be no charge for the City Facility and Community Events. The rate is not subject to annual adjustments.

7. PAYMENT. The City will pay the contractor within thirty (30) days of receipt of a properly itemized invoice.

8. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

9. PENALTY CLAUSE. The City shall impose a \$100.00 per day penalty for violations in the terms of the agreement. The City shall inform the Contractor of the violation and allow the Contractor one working day to correct the violation. If the violation is not resolved to the satisfaction of the City, the penalty shall be subtracted from the City's monthly payment.

10. DEFAULT. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Agreement:

A. If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within ten (10) days from its receipt of written notice of breach without, however, limiting any other rights available to parties pursuant to any other provisions of this Agreement.

B. Except as expressly limited hereby, City and Contractor shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within ten (10) days.

11. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability as follows:

A. Upon ten (10) days written notice in the event of a default (as defined above);

B. Upon ninety (90) days written notice by Contractor, if Contractor is unable to obtain or maintain any license, permit or other governmental approval necessary to the operation of the Contractor's business;

C. Upon ninety (90) days written notice by City if it determines that Contractor has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to governmental approvals granted thereunder, after a public hearing before the City's Council.

12. TAXES. Contractor shall pay any taxes, of any nature, due, owing or levied in association with its services pursuant to this Agreement.

13. INSURANCE. Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The Contractor shall maintain insurance in the amounts shown below during the entire term of the project. The City shall be named as an additional insured on the comprehensive general liability policy and certificates of said insurance shall be provided to the City before any work on this project may commence. The Contractor shall not allow any subcontractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. All policies shall provide that the coverage may not be terminated or changed by the insurer except upon 30 days written notice to the City Administrator.

None of the insurance policies shall contain any provisions for exclusions from liability other than those provisions for exclusion from liability which form part of the standard basic unamended and unendorsed form of a policy, except that no exclusion shall be permitted if it conflicts with a coverage expressly required in this Agreement, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease, or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Agreement.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

14. PERFORMANCE AND PAYMENT BOND. Within fifteen (15) calendar days after the execution of this agreement and before any work or services are rendered, the Contractor shall furnish the City a performance bond and a payment bond, pursuant to Minnesota Statutes §574.26, each in the amount of \$70,000.00.

15. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys’ fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be liable in the performance of this Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of City. Contractor shall defend the City against all claims arising out of the performance of this Agreement.

16. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to: City of Falcon Heights
 2077 W. Larpenteur Avenue
 Falcon Heights, MN 55113
 (651) 792-7600

If to Contractor, to: Tennis Sanitation, LLC
 720 4th Street
 St. Paul Park, MN 55071

17. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. MISCELLANEOUS.

A. If the City is a prevailing party in any litigation arising hereunder the City shall be entitled to its reasonable attorneys’ fees and court costs, including appeals, if any.

B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. These are no representations or

understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

C. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Venue of any action shall be in the Ramsey County.

D. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.

E. Nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

F. Neither party shall assign the executed contract, or any interest arising therein, without the written consent of the other party.

G. No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City. This includes but is not limited to the cost to transfer materials collected to a disposal site.

H. Data Practices. Contractor their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, use, maintains or disseminates data because they perform functions of the City pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if they were government entities, and may be held liable under the MGDPA for noncompliance. Contractor agree to defend, indemnify and hold harmless the City, its officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the City if they become aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

SIGNED BY THE PARTIES ON THE EXECUTION DATE SPECIFIED ON PAGE 1.

CITY:
CITY OF FALCON HEIGHTS

CONTRACTOR:
TENNIS SANITATION, LLC

BY: _____
Peter Lindstrom, Mayor

BY: _____
Its: _____

AND _____
Justin Miller, City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 22, 2010
Agenda Item	Policy G2
Attachment	Ordinance 10-08
Submitted By	Justin Miller, City Administrator

Item	Dangerous Dog Ordinance Amendments
Description	<p>Earlier this year, in response to an incident that recently occurred, the city council reviewed the City of Falcon Heights' dangerous dog ordinance. The city's current code is fairly vague, and therefore the city has relied on state statutes to enforce dangerous dog incidents.</p> <p>The attached ordinance addresses two areas – potentially dangerous dogs and dangerous dogs. Each has similar, but distinctly different, requirements and protocols:</p> <p><u>Potentially Dangerous Dogs (Section 10-30)</u></p> <ul style="list-style-type: none"> • Slightly less of a threat than dangerous dogs • Notice provided to owner if determination is made • Designation can be appealed to hearing officer (impartial city employee or person retained by the city) • Requirements include: <ul style="list-style-type: none"> ○ Microchip identification ○ Written notice to city if animal is relocated ○ If kept outdoors, must be restrained by leash six feet or less in length ○ Violations of restraint requirements result in fine of \$250 • Potentially dangerous designation can be reviewed after six months <p><u>Dangerous Dogs (Section 10-31)</u></p> <ul style="list-style-type: none"> • Notice provided to owner if determination is made • Designation can be appealed to hearing officer (impartial city employee or person retained by the city) • Requirements include: <ul style="list-style-type: none"> ○ Proper enclosure, muzzle or leash not more than six feet in length ○ Microchip identification ○ Written notice to city if animal is relocated ○ Prominent signage on property ○ Register dog annually with the city ○ ID tag on collar denoting dangerous dog designation

	<ul style="list-style-type: none"> ○ Cause the dog to be sterilized within 30 days ○ Provide city written notice of dog's death, if applicable ○ Obtain a surety bond in the amount of at least \$300,000 payable to anybody injured by the dangerous dog • Potentially dangerous designation can be reviewed after six months
Budget Impact	N/A
Attachment(s)	Ordinance 10-08
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt the attached ordinance 10-08 amending chapter 10 of the Falcon Heights City Code concerning dangerous and potentially dangerous dogs.

ORDINANCE NO. 10-08

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

**AN ORDINANCE AMENDING CHAPTER 10 OF THE
FALCON HEIGHTS CITY CODE CONCERNING
DANGEROUS AND POTENTIALLY DANGEROUS DOGS**

THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

SECTION 1. Section 10-1 of the Falcon Heights City Code is amended by adding the following definitions:

ANIMAL CONTROL AUTHORITY: The City of Falcon Heights.

GREAT BODILY HARM: Bodily injury which creates a probability of death, or which causes permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm. .

PROPER ENCLOSURE: Securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the dog 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.

PROVOCATION: An act that an adult could reasonably expect may cause a dog to attack or bite.

SUBSTANTIAL BODILY HARM: Bodily injury which involves a temporary disfigurement, or which causes a temporary loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member.

SECTION 2. Chapter 10 of the Falcon Heights City Code is amended by adding Article III to provide as follows:

ARTICLE III. DANGEROUS AND POTENTIALLY DANGEROUS DOGS

10-30. Regulations Regarding Potentially Dangerous Dogs.

(a) *Determination of potentially dangerous dog.* A City animal control officer or other law enforcement official shall determine that a dog is a potentially dangerous dog if the officer believes, based upon the officer's professional judgment, that a dog:

- (1) When unprovoked, inflicts bites on a human or domestic animal on public or private property; or
- (2) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
- (3) Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

(b) *Notice of potentially dangerous dog.* Upon a determination by the animal control authority or law enforcement official that a dog is potentially dangerous, the City shall provide a Notice of Potentially Dangerous Dog to the owner of record, or if none, any owner of such dog by personally serving the owner or a person of suitable age at the residence of such owner. Service upon any owner shall be effective as to all owners. The notice shall include the following:

- (1) A description of the dog deemed to be potentially dangerous;
- (2) The factual basis for that determination;
- (3) The identity of officer who has made the determination;
- (4) An order that the owner have a microchip implanted in the dog for identification and provide the City animal control authority with the name of the microchip manufacturer and the serial identification number of the microchip implanted within 30 days of the date of service;
- (5) An order that the owner provide the City animal control authority with written notice of any relocation of the dog from its current residence, providing any new owner's full name, address, daytime and evening telephone numbers and the relocation address at least ten (10) days prior to any such relocation or new ownership; and
- (6) The criminal penalties for violation of the requirements pertaining to potentially dangerous dogs.

(c) *Appeal of the potentially dangerous dog designation.* Within fourteen (14) days after receipt of the Notice of a Potentially Dangerous Dog any owner may request an appeal of that determination by completing and serving upon the City animal control authority a Request for Appeal of a Potentially Dangerous Dog Designation on the form provided along with the notice, including at a minimum the following information:

- (1) The full name, address, daytime and evening telephone numbers of the person requesting an appeal;
- (2) The full name and address of all of the dog's owners;
- (3) The ownership interest of the person requesting the appeal;
- (4) The names of any witnesses to be called at the hearing;
- (5) A list and copies of all exhibits to be presented at the hearing; and

(6) A summary statement as to why the dog should not be declared potentially dangerous.

Failure to timely submit a completed Request for Appeal shall be deemed a waiver of the right to appeal and consent to the designation of the dog as potentially dangerous.

(d) *Hearing procedure.* The owner of a potentially dangerous dog has the right to a hearing by an impartial hearing officer, who shall be either an impartial employee of the City or an impartial person retained by the City to conduct the hearing.

(1) Within fourteen (14) days after receipt of the Request for Appeal, the hearing officer shall hold a hearing on the request to determine the validity of the potentially dangerous dog designation.

(2) The hearing shall be held at a place to be determined by the animal control authority during the City's normal business hours.

(3) At the hearing, the parties shall have the opportunity to present evidence in the form of exhibits and testimony. Each party may question the other party's witnesses. The strict rules of evidence do not apply and the records of the animal control officer or law enforcement official are admissible without further foundation. Objections as to the evidence presented can be made on the basis of the evidence being incompetent, irrelevant, immaterial or unduly repetitious. The hearing examiner shall admit and give probative weight to evidence, including reliable hearsay evidence, which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The order of proof shall follow the burden of proof with the initial burden upon the City animal control authority to demonstrate by a preponderance of the evidence that the animal is potentially dangerous. The hearing shall be tape recorded and a full record of the hearing shall be kept by the hearing examiner.

(4) Within ten (10) days of the conclusion of the hearing, the hearing officer shall make written findings of fact and reach a written conclusion as to whether the dog is a potentially dangerous dog pursuant to this Code or state law. Upon receipt of those findings and conclusions or as soon thereafter as reasonably possible, the City animal control authority must personally serve a written copy thereof to the owner who requested the hearing or a person of suitable age at the residence of such owner. The decision of the hearing examiner is final without any further right of administrative appeal. An aggrieved party may obtain review thereof by petitioning the Minnesota Court of Appeals for a Writ of Certiorari not more than thirty (30) days after service of the hearing examiner's written decision.

(e) *Potentially dangerous dog requirements.* It shall be the joint and several responsibility of each owner of any dog kept or harbored within the City and determined to be potentially dangerous under this Section of the Code or under the provisions of a substantially similar local or state law to:

(1) Have a microchip implanted in the dog for identification and provide the City animal control authority with proof thereof, including the name of the microchip manufacturer and its serial identification number, within thirty (30) days of any owner's

receipt of the Notice of Potentially Dangerous Dog or within ten (10) days of the dog's location within the City, whichever occurs first; and

(2) Provide the City animal control authority with written notice of any intended relocation of the dog from its current residence and provide any new owner's full name, address, daytime and evening telephone numbers and the relocation address at least ten (10) days prior to any such relocation or new ownership.

(3) If the dog is outdoors the dog must be restrained by a substantial chain or leash not longer than six (6) feet and under the physical restraint of a responsible person.

(4) If the dog is outdoors and is not restrained by a substantial chain or leash not longer than six (6) feet under the physical restraint of a responsible person, the Owner must pay the City \$250 per incident. If the dog has been impounded by the City, the \$250 must be paid before the animal is reclaimed by the Owner.

(f) *Review of potentially dangerous dog designation.* Beginning six (6) months after a dog is declared potentially dangerous hereunder, an owner may request annually that the City animal control authority review the designation by serving upon it with a written request for review that includes the full name, address and telephone numbers of the requestor, a list of the names and addresses of all owners of the dog, the requestor's ownership interest, and a summary of the basis for the claimed change in the dog's behavior. The request for review shall be accompanied by all documents in support of the contention that the dog's aggressive behavior has been modified. Within fourteen (14) days of the receipt of the request, the animal control authority shall make a determination in writing as to whether or not to rescind the potentially dangerous dog designation.

10-31. Regulations Regarding Dangerous Dogs.

(a) *Determination of dangerous dog by City.* A City animal control officer or other law enforcement official shall determine that a dog is a dangerous dog if the officer believes, based upon the officer's professional judgment, that a dog:

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

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

(3) Has been determined to be a potentially dangerous dog, 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) *Exemption.* Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

(1) Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

(2) Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or

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

(c) *Notice of dangerous dog.* Upon a determination by a City animal control officer or other law enforcement official that a dog is dangerous, the City shall provide a Notice of Dangerous Dog to the owner of such dog 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 shall include the following:

(1) A description of the dog determined to be a dangerous dog; the authority for and purpose of the dangerous dog declaration and seizure, if applicable; the time, place, and circumstances under which the dog was declared dangerous; and if the dog has been seized, the telephone number and contact person where the dog is kept;

(2) A statement as to whether or not the dog's destruction is being sought by the City; a person claiming an interest in a seized dog may prevent disposition of the dog by posting security in an amount sufficient to provide for the dog's actual costs of care and keeping; and the security must be posted within seven (7) days of the seizure inclusive of the date of the seizure;

(3) A statement that the owner of the dog may request a hearing concerning the dangerous dog declaration and, if applicable, prior potentially dangerous dog declarations for the dog, and that failure to do so within fourteen (14) days of the date of the notice will terminate the owner's right to a hearing under this section;

(4) A statement that if an appeal request is made within fourteen (14) days of the notice, the owner must immediately comply with the requirements of Minn. Stat. § 347.52, paragraphs (a) and (c), and until such time as the hearing officer issues an opinion;

(5) A statement that if the hearing officer affirms the dangerous dog declaration, the owner will have fourteen (14) days from receipt of that decision to comply with all other requirements of Minn. Stat. §§ 347.51, 347.515, and 347.52;

(6) A form to request a hearing under this subdivision;

(7) If the dog has been seized, 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 that the seizure or impoundment was not substantially justified by law;

(8) A statement of the requirements to own a dangerous dog in Section 10-31-(g); and

(9) The criminal penalties for violations of this Code.

(d) *Requirements upon receipt of a Notice of Dangerous Dog.* After receipt of the notice, the owner must do the following:

(1) At all times keep the dog either confined in a proper enclosure or muzzled 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;

(2) Implant the dog with a microchip for identification and provide the City animal control authority with the name of the microchip manufacturer and the serial identification number of the microchip implanted within fourteen (14) days; and

(3) Provide the City animal control authority with written notice of any relocation of the dog from its current residence and provide any new owner's full name, address, daytime and evening telephone numbers and relocation address at least ten (10) days prior to any such relocation.

(e) *Appeal of the dangerous dog designation.* Within fourteen (14) days after receipt of the Notice of Dangerous Dog any owner may request an appeal of that determination by completing and serving upon the City animal control authority a Request for Appeal of Dangerous Dog Designation on the form provided along with the notice, including at a minimum the following information:

- (1) The full name, address, daytime and evening telephone numbers of the person requesting an appeal;
- (2) The full name and address of all of the dog's owners;
- (3) The ownership interest of the person requesting the appeal;
- (4) The names of any witnesses to be called at the hearing;
- (5) A list and copies of all exhibits to be presented at the hearing; and
- (6) A summary statement as to why the dog should not be declared dangerous.

Failure to timely submit a completed Request for Appeal shall be deemed a waiver of the right to appeal and consent to the designation of the dog as dangerous.

(f) *Hearing procedure and costs.* The owner of a dangerous dog has the right to a hearing by an impartial hearing officer, who shall be either an impartial employee of the City or an impartial person retained by the City to conduct the hearing.

- (1) Within fourteen (14) days after receipt of the Request for Appeal, the hearing officer shall hold a hearing to determine the validity of the dangerous dog declaration.
- (2) The hearing shall be held at a place to be determined by the City animal control authority during the City's normal business hours.
- (3) At the hearing, the parties shall have the opportunity to present evidence in the form of exhibits and testimony. Each party may question the other party's witnesses. The strict rules of evidence do not apply and the records of the animal control officer or law enforcement official are admissible without further foundation. Objections as to the evidence presented can be made on the basis of the evidence being incompetent, irrelevant, immaterial or unduly repetitious. The hearing examiner shall admit and give probative weight to evidence, including reliable hearsay evidence, which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The order of proof shall follow the burden of proof with the initial burden upon the City animal control authority to demonstrate by a preponderance of the evidence that the animal is dangerous. The hearing shall be tape recorded and a full record of the hearing shall be kept by the hearing examiner.
- (4) Within ten (10) days of the conclusion of the hearing, the hearing officer shall make written findings of fact and reach a written conclusion as to whether the dog is a dangerous dog pursuant to this Code or state law. A separate finding shall be made as to whether or not the dog should be destroyed by the City animal control authority in

accordance with Section 10-31-(j). Upon receipt of those findings and conclusions or as soon thereafter as reasonably possible, the City animal control authority must personally serve a written copy thereof to the owner who requested the hearing or a person of suitable age at the residence of such owner. The decision of the hearing examiner is final without any further right of administrative appeal. An aggrieved party may obtain review thereof by petitioning the Minnesota Court of Appeals for a Writ of Certiorari not more than thirty (30) days after service of the hearing examiner's written decision.

(5) In the event that the dangerous 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.

(g) *Dangerous dogs requirements.* Upon a determination after a hearing that the dog is dangerous under this Code or state law, or upon the expiration of the fourteen (14) day appeal period where no owner serves upon the City animal control authority a timely and proper Request for Appeal of the Dangerous Dog Designation, or upon the relocation of a dog to this City from another location where the dog was previously declared dangerous under either state law or a local law substantially similar to this Section, it shall be the joint and several responsibility of each owner of the dangerous dog kept or harbored within the City to strictly comply with the following requirements:

(1) Keep the dog in a proper enclosure or, if the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash not longer than six (6) feet 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 premises where the dog is kept must prominently post a visible warning sign, including a warning symbol to inform children, that there is a dangerous dog on the property;

(2) Register the dog as a dangerous dog with the City of Falcon Heights in accordance with state law and renew the registration of the dog annually until the dog is deceased. The City will issue a certificate of registration upon proof that the requirements of this section have been satisfied. If the dog is removed from the jurisdiction, it must be registered as a dangerous dog in its new location;

(3) Cause the dog to be implanted with a microchip for identification and provide the City animal control authority with the name of the microchip manufacturer and the serial identification number of the microchip implanted within fourteen (14) days of the date the dog was determined to be dangerous;

(4) Maintain affixed to the dog's collar at all times a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, as approved by the state's commissioner of public safety;

(5) Cause the dog to be sterilized at the owner's expense and provide the City animal control authority with proof thereof, including the name, address and telephone number of the veterinarian who performed the procedure, within thirty (30) days of the date the dog was determined to be dangerous. If the owner does not have the dog sterilized within thirty (30) days, the City animal control authority shall seize the dog and have it sterilized at the owner's expense;

- (6) Provide the City animal control authority with written notice of the death of the dog within thirty (30) days thereof and if requested execute an affidavit under oath setting forth the circumstances of the dog's death and disposition;
- (7) Provide the City animal control authority with written notice of any intended relocation of the dog from its current residence on record and provide any new owner's full name, address, daytime and evening telephone numbers and the relocation address at least ten (10) days prior to any such relocation or new ownership;
- (8) Accompany the sale or transfer of the dog to another owner with a written statement signed and notarized by the transferee listing his or her full name, address, daytime and evening telephone numbers and acknowledging that the City animal control authority has identified the dog as dangerous and provide a copy thereof to the City animal control authority;
- (9) Provide the owner of real property where the dangerous dog will reside with a written disclosure that the City animal control authority has identified the dog as dangerous prior to entering into a lease agreement and at the time of any lease renewal; and
- (10) Obtain a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least \$300,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the dangerous dog.

(h) *Confiscation of dangerous dogs.*

- (1) *Seizure.* The City animal control authority shall immediately seize any dangerous dog if:
 - (a) after fourteen (14) days after the owner has notice that the dog is dangerous, the dog is not validity registered;
 - (b) after fourteen (14) days after the owner has notice that the dog is dangerous, the owner does not secure the property liability insurance or surety coverage;
 - (c) the dog is not maintained in a proper enclosure; or
 - (d) the dog is outside the proper enclosure and not under physical restraint of a responsible person.
- (2) *Subsequent offenses; seizures.* In addition, if the dog's owner is convicted of violating this Section or state laws regulating dangerous dogs, the court as a part of its sentence may order that the dog be confiscated and destroyed in a proper and humane manner and that the owner pay the costs incurred in confiscating, confining and destroying the dog. Where an owner is convicted of violating this Section or state laws regulating dangerous dogs and is thereafter charged with a subsequent such violation relating to the same dog, the dog must be summarily seized and impounded by the animal control authority. Upon conviction of that subsequent offense, the court shall order as part of its sentence that the dog be destroyed in a proper and humane manner and that the owner pay the cost of confiscating, confining and destroying the dog. If the owner is not convicted and the dog is not reclaimed by the owner within seven (7) days after the

owner has been notified that the dog may be reclaimed, the dog may be disposed of in a proper and humane manner. Any person who harbors, hides or conceals or aids and abets the harboring, hiding or concealment of a dog determined to be dangerous under this Code or state laws regulating dangerous dogs shall be guilty of a misdemeanor.

(i) *Reclaiming seized dog.* A confiscated dangerous dog not subject to destruction under this Section may be reclaimed by an owner upon payment of impoundment and boarding fees and presenting proof of compliance with all of the requirements of this Section or state laws regulating dangerous dogs. A confiscated dog not reclaimed under this Section within seven (7) days may be destroyed in a proper and humane manner with the owner being responsible for the costs of confiscation, boarding and destruction.

(j) *Destruction of dog in certain circumstances.* Where the City animal control authority seeks to destroy a dog it has designated as dangerous, it must provide the owner with specific notice, in writing, of its intent to destroy the animal and provide the owner with a full and fair opportunity for a hearing on this issue in the context of the Appeal of the Dangerous Dog Designation in Section 10-31(e). The City animal control authority may destroy a dog in a proper and humane manner, with the owner being responsible for the costs of confiscation, boarding, and destruction, if:

- (1) The dog inflicted substantial or great bodily harm on a human on public or private without provocation;
- (2) The dog inflicted multiple bites on the victim or bites on multiple victims on public or private property without provocation;
- (3) The dog bit multiple human victims on public or private property in the same attack without provocation;
- (4) The dog bit a human on public or private property without provocation in an attack where more than one dog participated in the attack;
- (5) The owner of the dog has demonstrated an inability or unwillingness to control the animal in order to prevent injury to persons or other animals; and
- (6) Unless the animal is destroyed another unprovoked attack on a human being is likely and that therefore the destruction of the animal is necessary to protect the public health, safety and welfare.

(k) *Review of dangerous dog designation.* Beginning six (6) months after a dog is declared dangerous hereunder, an owner may request annually that the City animal control authority review the designation by serving upon it with a written request for review that includes the full name, address and telephone numbers of the requestor, a list of the names and addresses of all owners of the dog, the requestor's ownership interest, and a summary of the basis for the claimed change in the dog's behavior. 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. Within fourteen (14) days of the receipt of the request, the animal control authority shall make a determination in writing as to whether or not to rescind the dangerous dog designation. Should the designation be rescinded, the dog shall nonetheless continue to be considered potentially dangerous and subject to the requirements of this Code.

10-32. Law Enforcement.

This Article does not apply to potentially dangerous dogs or dangerous dogs used by law enforcement officials for police work.

SECTION 3. This ordinance shall be effective immediately upon its passage.

ADOPTED this _____ day of _____, 2010, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: _____
Peter Lindstrom, Mayor

ATTEST:

Justin Miller, City Administrator/Clerk