

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, AUGUST 13, 2013
LAUDERDALE CITY HALL, 1891 WALNUT STREET

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the July 23, 2013 City Council Meeting
 - c. Claims Totaling \$112,566.08
4. **CONSENT**
 - a. PCIC Minutes
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. County Commissioner Mary Jo McGuire
 - b. Day in the Park (Saturday, August 17, from 12-3 p.m.)
7. **PUBLIC HEARINGS**

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.

8. **DISCUSSION / ACTION ITEMS**
 - a. Agreement with the MWMO for the Tree Inventory Intern
 - b. City Logo
 - c. Animal Ordinance
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Larpenteur Avenue Pedestrian Improvement Project
 - b. 2014 Budget and Levy
 - c. Animal Ordinance Adoption
12. **WORK SESSION**

a. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

13. ADJOURNMENT

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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July 23, 2013

Mayor Dains called the City Council meeting to order at 7:33 p.m.

Councilors present: Mary Gaasch, Roxanne Grove, Denise Hawkinson, Lara Mac Lean, and Mayor Jeff Dains.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator; and Kevin Kelly, Deputy City Clerk.

Mayor Dains asked for changes to the meeting agenda. Hawkinson added a discussion of the city logo. Councilor Grove moved to approve the amended agenda. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Hawkinson moved to approve the July 9, 2013 City Council meeting minutes. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Hawkinson moved approval of the claims totaling \$22,057.32 plus \$500 for newsletter postage. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Grove moved adoption of the Consent Agenda acknowledging the June financial report and the quarterly investment report. Councilor Gaasch seconded the motion and it passed unanimously.

Night to Unite 2013- August 6

Mayor Dains stated that Night to Unite will be held on Tuesday, August 6. Neighbors interested in hosting a block party should contact the St. Anthony Police Department (SAPD). Barricades will be ordered to restrict traffic and the SAPD will be giving out coupons for free ice cream from Cub Foods. The deadline for notifying the SAPD is July 31.

Sanitary Sewer Lining Project

Butkowski updated the Council on the progress of the project. The contractor, Visu-Sewer, currently is cleaning and televising the sewer lines. Some sections of sewer lines may need to be replaced before lining them. Butkowski said this will increase the cost of the project. Butkowski will contact the Metropolitan Council to see if the grant amount can be increased. Residents affected by the sewer lining will be notified one day in advance of the lining work taking place.

Franchise Agreement with Comcast

Mayor Dains stated he is on the Franchise Renewal Committee which has been involved in the negotiations with Comcast. There isn't an agreement in place yet and the parties don't anticipate

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meeting the October 2013 deadline. The Mayor stated that the previous agreement will need to be continued for another year as the negotiations continue.

Councilor Gaasch moved to approve Resolution 072313A – A Resolution Extending the Term of the Cable Television Franchise Ordinance and Agreement held by Comcast of Minnesota, Inc. Councilor Hawkinson seconded the motion and it passed unanimously.

Tree Inventory Intern Position

The tree inventory position is funded through a Mississippi Watershed Management Organization (MWMO) grant. Staff received applications and conducted interviews and recommend hiring Joey Handtmann. Handtmann would be able to start the tree inventory project next week if the Council approves his hire.

Councilor Hawkinson moved to approve the hiring of Joey Handtmann as the Tree Inventory Intern. Councilor Mac Lean seconded the motion and it passed unanimously.

St. Paul Regional Water Board Opening

Butkowski explained that there is an opening for a Lauderdale resident or Council Member to sit on the St. Paul Regional Water Board. The Board meetings are held on the second Tuesday of the month at 5:00 p.m. The Council will decide who they would like to appoint at a later date.

Storm Sewer Repair Quote

Butkowski explained that an Xcel Energy crew damaged a storm sewer pipe at Spring and Lake Streets. Part of the repair is lining of the storm sewer pipe. Visu-Sewer quoted \$2,050 for the repair. Xcel Energy agreed to pay for the damage.

Councilor Hawkinson moved to approve Visu-Sewer's quote of \$2,050 to line the storm sewer at Spring and Lake Streets. Councilor Mac Lean seconded the motion and it passed unanimously.

City Logo

Councilor Hawkinson met with Tara Thorenson to go over design concepts for a logo. The Council discussed the options and Councilor Hawkinson will ask Tara to tweak the image.

Agenda items for the August 13 Council Meeting may include a discussion of the sewer lining project, the Animal Control Ordinance, Day in the Park, and the Larpenteur Avenue pedestrian project.

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Mayor Dains explained that the Council was moving into the work session. Work sessions are a continuation of the meeting but not aired on community television.

Mayor Dains asked if anyone wished to address the Council. Jean Christenson of 1933 Malvern Street addressed the Council. Christenson talked of "modernizing" Lauderdale Community Park and making the Park more accessible for all residents. The Council responded that they are at the early stages of looking at a new park building for Lauderdale Community Park.

2014 Budget Discussion

The budget reflects anticipated revenue and expenses. Further analysis regarding the levy can't be made until the City receives information regarding fiscal disparities revenue from the County. The City is also beginning negotiation with the Union for 2014 which may include a wage increase and insurance adjustments for staff. Butkowski reiterated that the City's tax increment financing (TIF) district will twilight at the end of 2013 and the City will receive \$40,000 a year in general revenue funds in place of the approximately \$170,000 it receives in TIF dollars.

Animal Ordinance

The Council discussed the proposed animal ordinance and whether to change the animal licensing program. The Council also discussed establishing parameters for the keeping of hen chickens and bees. The dangerous dog portion of the proposed ordinance also received extensive revisions and makes the City Council the body that will hear dangerous dog appeals.

There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Grove seconded the motion and it carried. The meeting adjourned at 9:15 p.m.

Respectfully submitted,



Kevin Kelly
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

August 13, 2013 City Council Meeting

Payroll

08/02/13 Payroll: Direct Deposit # 501625-501630	\$7,971.73
08/02/13 Payroll: Payroll Liabilities, e-payments #799E-801E	\$6,253.87

Vendor Claims

08/13/13 Claims: Check #'s 21813-21828	\$98,340.48
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SUBTOTAL \$112,566.08

Total Claims for Approval

\$112,566.08

CITY OF LAUDERDALE

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*Claim Register©

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AUGUST 2013

Claim Type	Direct				
Claim#	3443	NORTH STAR BANK, CHECKING S	Ck# 000799E	8/1/2013	
Cash Payment	G 101-21703	FICA WITHHOLDING.		8/02/2013	Payroll
	Invoice				\$2,013.02
Cash Payment	G 101-21701	FEDERAL TAXES		8/02/2013	Payroll
	Invoice				\$1,206.26
Transaction Date	8/1/2013	Due 0	NORTH STAR CHE	10100	Total \$3,219.28
Claim#	3444	PERA	Ck# 000800E	8/1/2013	
Cash Payment	G 101-21704	PERA		8/02/2013	Payroll
	Invoice				\$1,620.67
Transaction Date	8/1/2013	Due 0	NORTH STAR CHE	10100	Total \$1,620.67
Claim#	3445	ICMA	Ck# 000801E	8/1/2013	
Cash Payment	G 101-21705	ICMA RETIREMENT		8/02/2013	Payroll
	Invoice				\$1,413.92
Transaction Date	8/1/2013	Due 0	NORTH STAR CHE	10100	Total \$1,413.92
	Claim Type	Direct			Tota \$6,253.87

Pre-Written Check	\$6,253.87
Checks to be Generated by the Compute	\$0.00
Total	\$6,253.87

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AUGUST 2013

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
ABDO EICK & MEYERS LLP					
E 602-49100-301	8/13/2013	AUDITING	\$76.00		2012 TIF Audit Report
E 101-41500-301	8/13/2013	AUDITING	\$608.00		2012 TIF Audit Report
E 601-49000-301	8/13/2013	AUDITING	\$76.00		2012 TIF Audit Report
Total ABDO EICK & MEYERS LLP			\$760.00		
AT & T					
E 101-41200-391	8/13/2013	TELEPHONE/PAGERS	\$5.00		7/13 Long Distance Faxes
Total AT & T			\$5.00		
BLUE CHIP TREE CO., INC.					
E 101-43000-317	8/13/2013	TREE SERVICE	\$2,667.42		June Storm Damage Cleanup
Total BLUE CHIP TREE CO., INC.			\$2,667.42		
BOYER TRUCKS					
E 601-49000-402	8/13/2013	CITY TRUCK REPAIR/MAINTEN	\$60.69		2006 Ford - Tire replacement & Diagnostics
E 602-49100-402	8/13/2013	CITY TRUCK REPAIR/MAINTEN	\$60.68		2006 Ford - Tire replacement & Diagnostics
E 101-43000-402	8/13/2013	CITY TRUCK REPAIR/MAINTEN	\$485.50		2006 Ford - Tire replacement & Diagnostics
Total BOYER TRUCKS			\$606.87		
BUTKOWSKI, HEATHER					
E 101-41200-331	8/13/2013	TRAVEL EXPENSE	\$441.39		2Q13 Mileage Reimbursement
Total BUTKOWSKI, HEATHER			\$441.39		
CITY OF FALCON HEIGHTS					
E 101-42100-321	8/13/2013	FIRE CALLS	\$1,373.04		7/13 Fire Calls
Total CITY OF FALCON HEIGHTS			\$1,373.04		
CITY OF ROSEVILLE					
E 101-41200-327	8/13/2013	OTHER SERV- SEWER/NPDES I	\$95.40		8/13 Phone and IT Services
E 101-41200-306	8/13/2013	CONSULTING FEES	\$787.00		8/13 Phone and IT Services
E 101-45200-371	8/13/2013	NON-RESIDENT REIMBURSEM	\$920.00		Jan-June Rec Program Reimbursements
Total CITY OF ROSEVILLE			\$1,802.40		
CITY OF ST ANTHONY					
E 101-42100-319	8/13/2013	POLICE CONTRACT	\$50,169.17		8/13 Police Contract
Total CITY OF ST ANTHONY			\$50,169.17		
CITY OF ST PAUL					
E 101-43000-380	8/13/2013	STREET LIGHT UTILITY	\$17.10		Jan - June 2013 Fulham/Hoyt street
Total CITY OF ST PAUL			\$17.10		
EUREKA RECYCLING					
E 203-50000-389	8/13/2013	RECYCLING CONTRACTOR	\$2,392.21		6/13 Recycling Contract
Total EUREKA RECYCLING			\$2,392.21		
G & K SERVICES					
E 602-49100-425	8/13/2013	CLOTHING	\$63.55		7/13 PW Clothing

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AUGUST 2013

			Check Amt	Invoice	Comment
E 601-49000-425	CLOTHING		\$63.55		7/13 PW Clothing
	Total G & K SERVICES		\$127.10		
<hr/>					
Paid Chk# 021840	8/13/2013	GLTC PREMIUM PAYMENTS			
G 101-21706	HEALTH INSURANCE		\$50.90		8/13 Long Term Care Plan
	Total GLTC PREMIUM PAYMENTS		\$50.90		
<hr/>					
Paid Chk# 021841	8/13/2013	GOPHER STATE ONE-CALL			
E 101-43400-386	GOPHER STATE ONE CALL		\$40.60		7/13 Locates
	Total GOPHER STATE ONE-CALL		\$40.60		
<hr/>					
Paid Chk# 021842	8/13/2013	HARRIS, DAVID			
E 201-45600-377	DAY IN THE PARK		\$200.00		DIP - Entertainer
	Total HARRIS, DAVID		\$200.00		
<hr/>					
Paid Chk# 021843	8/13/2013	HOME DEPOT CRC			
E 101-45200-228	MISC REPAIRS MAINT SUPPLIE		\$14.45		Nails and Post Caps
	Total HOME DEPOT CRC		\$14.45		
<hr/>					
Paid Chk# 021844	8/13/2013	HUGHES AND JOSEPH			
E 101-41500-300	LEGAL FEES - PROSECUTING		\$850.00		7/13 Legal Fees
	Total HUGHES AND JOSEPH		\$850.00		
<hr/>					
Paid Chk# 021845	8/13/2013	JUMPITY JUMP			
E 201-45600-377	DAY IN THE PARK		\$206.69		DIP - Bounce House Rental
	Total JUMPITY JUMP		\$206.69		
<hr/>					
Paid Chk# 021846	8/13/2013	KONICA MINOLTA			
E 101-41200-401	COPIER CONTRACT		\$250.07		8/13 Copier Contract
	Total KONICA MINOLTA		\$250.07		
<hr/>					
Paid Chk# 021847	8/13/2013	MET-COUNCIL ENVIRONMENTAL SER.			
E 601-49000-387	WATER TREATMENT SERVICE		\$9,859.25		9/13 waste water treatment
	Total MET-COUNCIL ENVIRONMENTAL SER.		\$9,859.25		
<hr/>					
Paid Chk# 021848	8/13/2013	MINNESOTA GFOA			
E 101-41200-440	MEETING EXPENSES		\$20.00		August MGFOA Meeting
	Total MINNESOTA GFOA		\$20.00		
<hr/>					
Paid Chk# 021849	8/13/2013	NAPA AUTO PARTS			
E 602-49100-402	CITY TRUCK REPAIR/MAINTEN		\$2.52		Auto Parts
E 601-49000-402	CITY TRUCK REPAIR/MAINTEN		\$2.51		Auto Parts
E 101-43000-402	CITY TRUCK REPAIR/MAINTEN		\$20.12		Auto Parts
	Total NAPA AUTO PARTS		\$25.15		
<hr/>					
Paid Chk# 021850	8/13/2013	NORTH SUBURBAN ACCESS CORP			
E 202-49500-327	OTHER SERV- SEWER/NPDES I		\$715.59		2Q13 Webstreaming/Programming
	Total NORTH SUBURBAN ACCESS CORP		\$715.59		

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AUGUST 2013

			Check Amt	Invoice	Comment
Paid Chk# 021851	8/13/2013	NORTHERN CAPITAL INSURANCE			
E 601-49000-361		GENERAL LIABILITY	\$130.63		2013-2014 Insurance Agent Fee
E 602-49100-361		GENERAL LIABILITY	\$130.62		2013-2014 Insurance Agent Fee
E 101-41200-361		GENERAL LIABILITY	\$365.75		2013-2014 Insurance Agent Fee
E 101-41100-361		GENERAL LIABILITY	\$418.00		2013-2014 Insurance Agent Fee
		Total NORTHERN CAPITAL INSURANCE	\$1,045.00		
Paid Chk# 021852	8/13/2013	ON SITE SANITATION			
E 101-45200-427		PORTA POTTY RENTAL	\$122.91		7/13 Portable Restroom
E 101-45200-427		PORTA POTTY RENTAL	\$260.35		4 Extra Portable Restrooms for Event
		Total ON SITE SANITATION	\$383.26		
Paid Chk# 021853	8/13/2013	POSTMASTER - STAMPS			
E 101-43400-203		POSTAGE	\$92.00		2 Rolls of Stamps
E 101-41200-203		POSTAGE	\$46.00		1 Roll of Stamps
		Total POSTMASTER - STAMPS	\$138.00		
Paid Chk# 021854	8/13/2013	PREMIUM WATERS, INC			
E 101-41200-208		WATER DELIVERY	\$39.53		7/13 Water Delivery
		Total PREMIUM WATERS, INC	\$39.53		
Paid Chk# 021855	8/13/2013	RAMSEY COUNTY, PROP REC & REV			
E 101-41200-355		MISC PRINTING/PROCESS SER	\$25.00		8/13 Employee Insurance
E 101-42100-442		MISC	\$6.24		7/13 800 MHz radio licenses
E 101-42100-318		911 Dispatch	\$1,097.65		7/13 911 Dispatch
G 101-21706		HEALTH INSURANCE	\$453.31		8/13 Employee Insurance
		Total RAMSEY COUNTY, PROP REC & REV	\$1,582.20		
Paid Chk# 021856	8/13/2013	RAPIT PRINTING			
E 101-41200-353		NEWSLETTER PRINTING	\$675.81		3Q2013 News Letter Printing
		Total RAPIT PRINTING	\$675.81		
Paid Chk# 021857	8/13/2013	SPRINT PCS			
E 101-43000-391		TELEPHONE/PAGERS	\$36.27		7/13 PW Cell Phones
E 602-49100-391		TELEPHONE/PAGERS	\$18.13		7/13 PW Cell Phones
E 601-49000-391		TELEPHONE/PAGERS	\$18.14		7/13 PW Cell Phones
		Total SPRINT PCS	\$72.54		
Paid Chk# 021858	8/13/2013	ST PAUL REGIONAL WATER SERVICE			
E 601-49000-382		WATER	\$9.62		2Q13 Water Service - PW
E 101-43000-382		WATER	\$36.82		2Q13 Water Service - City Hall
E 101-45200-382		WATER	\$26.60		2Q13 Water Service - Warming House
		Total ST PAUL REGIONAL WATER SERVICE	\$73.04		
Paid Chk# 021859	8/13/2013	STANTEC			
E 101-48100-306		CONSULTING FEES	\$17,797.01		Topographical Survey & Larpenteur Streetscape
E 101-48100-306		CONSULTING FEES	\$2,516.00		Planning & Econ. Devel Consultant
E 405-48500-304		ENGINEERING	\$345.08		Sewer Lining Project

CITY OF LAUDERDALE

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AUGUST 2013

			Check Amt	Invoice	Comment
Total STANTEC			\$20,658.09		
Paid Chk#	021860	8/13/2013	WASTE MANAGEMENT		
E 101-43000-384	REFUSE DISPOSAL		\$202.43		8/13 PW Waste Refuse
Total WASTE MANAGEMENT			\$202.43		
Paid Chk#	021861	8/13/2013	XCEL ENERGY, CITY HALL		
E 101-43000-383	GAS UTILITIES		\$32.46		7/13 City Utilities
E 101-43000-381	ELECTRIC		\$242.18		7/13 City Utilities
Total XCEL ENERGY, CITY HALL			\$274.64		
Paid Chk#	021862	8/13/2013	XCEL ENERGY, STREET LIGHTING		
E 101-43000-380	STREET LIGHT UTILITY		\$555.99		7/13 Street Lights
E 101-43000-380	STREET LIGHT UTILITY		\$45.55		7/13 Bridge Lights
Total XCEL ENERGY, STREET LIGHTING			\$601.54		
10100 NORTH STAR CHECKING			\$98,340.48		

Fund Summary

10100 NORTH STAR CHECKING	
101 GENERAL	\$83,909.02
201 COMMUNITY EVENTS	\$406.69
202 COMMUNICATIONS	\$715.59
203 RECYCLING	\$2,392.21
405 TIF-PROJECTS	\$345.08
601 SEWER UTILITIES	\$10,220.39
602 STORM SEWER ENTERPRISE FUND	\$351.50
	<u>\$98,340.48</u>

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u> August 13, 2013 </u>
Special <u> </u>	ITEM NUMBER <u> PCIC Minutes </u>
Public Hearing <u> </u>	STAFF INITIAL <u> Jim </u>
Report <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Discussion/Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached are the minutes from the Park & Community Involvement Committee meeting of August 5, 2013.

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from consent for discussion.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges receipt of and placing on file the attached minutes of the Park & Community Involvement Committee.

COUNCIL ACTION:



MINUTES
MONDAY, AUGUST 5, 2013
PARK & COMMUNITY INVOLVEMENT COMMITTEE

1. CALL TO ORDER 6:36 p.m.

2. ROLL CALL

Members Present: Matt Eisenschenk, April Brandt, Marilyn Smith
Members Absent: Annie Downing, Nate Downing, Monica Gallagher,
Trygve Hansen, Susie Zahratka
Staff & Council Present: Jim Bownik
Others Present:

3. APPROVAL OF THE AGENDA

Smith motioned to approve the agenda, second by Brandt. Motion carried unanimously.

4. APPROVAL OF MINUTES OF JUNE 3, 2013 MEETING

Brandt motioned to approve the minutes, second by Smith. Motion carried unanimously.

5. REPORTS

A. Skyview Park Swinging Bench

Last fall, the council accepted a swinging bench donated by a couple residents. It was recently relocated to Skyview Park.

B. June & July Music Under the Trees Wrap Up

Sweet Rhubarb was scheduled to perform for the June event. However, the City cancelled the day of the event due to the threat of rain. Blue Stratum performed for the July event. Approximately 50 people attended compared to 35 people last year. The Lions Club sponsored the music for both events to the tune of \$400. The money for the June event will be applied towards Day in the Park.

The Schwan's truckload sale was cancelled in June because the event was cancelled. Schwan's ended up cancelling the July truckload sale. There were no pre-orders for either event. The City ended up buying frozen treats through Schwan's this year. The Committee discussed not involving Schwan's next year, except for ordering frozen treats.

The following details were discussed: Jim made the announcements; Donations totaled \$10 for one event compared to \$1 for two events last year; Mary Gaasch/ Matt Koncar's daughters and sons distributed frozen treats; There were three face painters this year; Peiju Picard took photos; and Public Works set out the sandwich board signs and picked them up.

Bownik questioned whether there was sufficient support for this event, based on attendance by the general public, the planning committee, and city officials. The Committee suggested the following changes for next year to appeal to a wider audience: change the time to 6:30 p.m. so young families can attend, and invite musicians that are Lauderdale residents. The Committee also suggested discontinuing the event if attendance is low again next year.

C. MN Night to Unite (Tuesday, August 6)

There are 10 block parties for MN Night to Unite this year. This compares to 8 last year. The City will be providing barricades, street closed signs, the Day in the Park flyer, and applications for people to join the PCIC.

6. DISCUSSION/ACTION

A. Day in the Park Planning #2/2 (Saturday, August 17)

The Committee discussed final details for the event including food, music, and activities. Set up will begin at 10:30 a.m. Bownik reported new additions this year include a walk-around magician, and the St. Anthony Park Seniors. The Seniors will answer health questions and provide blood pressure checks. Volunteers are still needed for set up and other stations. Eisenschenk had volunteered to help set up the water slide and Smith volunteered to help monitor the bounce house. Brandt suggested having an ice cream truck stop by the event, and volunteered to try to make the arrangements.

7. OTHER BUSINESS

8. SET PRELIMINARY AGENDA FOR NEXT MEETING

Eisenschenk read the preliminary agenda for the next meeting.

9. SET DATE FOR NEXT MEETING

The committee meets on Mondays at 6:30 p.m. The next meeting will be Monday, September 16 at 6:30 p.m.

10. ADJOURNMENT

Brandt motioned to adjourn the meeting, second by Smith. Motion carried unanimously and adjourned at 7:49 p.m.

Respectfully submitted,

Jim Bownik
Assistant City Administrator
PCIC Staff Liaison

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____
Public Hearing _____
Discussion _____ X _____
Action _____ X _____
Resolution _____
Work Session _____

Meeting Date August 13, 2013

ITEM NUMBER Tree Invent. Intern Position

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Mississippi Watershed Management Organization is covering the cost of the tree intern. To that end, the City has to enter into an agreement with them. The agreement follows and indicates the City may seek reimbursement up to \$1,900. Joey expects to be done within four weeks.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve Agreement #308-13-09 with the MWMO for funding for a tree inventory study.

COUNCIL ACTION:

Mississippi Watershed Management Organization Fund Agreement
Agreement # 308-13-09

Project Title: City of Lauderdale Tree Inventory

Amount: Not to exceed \$1,900.00

Grantee: City of Lauderdale

Address: 1891 Walnut St., Lauderdale, MN 55113

Primary Contacts: Kevin Kelly and Heather Butkowski

Phone: 651-792-7655; 651-792-7657

E-mail Address: kevin.kelly@ci.lauderdale.mn.us; heather.butkowski@ci.lauderdale.mn.us

THIS AGREEMENT is between the Mississippi Watershed Management Organization (the MWMO), and the City of Lauderdale (the Grantee).

1. BACKGROUND

- 1.1 Minnesota Statutes Sections 103B.201 to 103B.252 establish the Metropolitan Area Watershed Management Act and related Water Resources Protection and Management Programs, hereinafter referred to as the "Act."
- 1.2 The MWMO desires to conduct such programs and projects as are necessary to meet statutory and rule requirements for implementing a comprehensive watershed management plan.
- 1.3 The Grantee is eligible to obtain MWMO funds to accelerate implementation of the MWMO Plan, Goals and Policies.
- 1.4 The MWMO recognizes that trees play a major role in stormwater management. They break the impact of heavy rainfall, allow runoff to infiltrate into the ground, prevent erosion, and remove pollutants that would otherwise end up in waterways. A street tree inventory defines the current state of the community forest and is used as a benchmark in a city's planning and maintenance processes. Once the current state of the Grantee's urban forest is established with an inventory, information can be extracted to quantify environmental benefits provided by a healthy tree canopy and the adverse impacts on local hydrology as trees are lost to emerald ash borer, Dutch elm disease, and other tree pests.

2. DUTIES AND CONDITIONS.

2.1 General

2.1.1 The Project entails Grantee's hiring and managing an intern to conduct an inventory of public trees in the City of Lauderdale by the end of 2013. The inventory will collect GIS data about each public tree's location, as well as its species, diameter at breast height (dbh), and condition rating. Grantee will share this data with MWMO in electronic formats as requested.

2.1.2 Grantee will act in all respects as an independent contractor under this Agreement. The MWMO will not be an employer, partner or co-venturer with the Grantee for any purpose, and will have no responsibility or liability for the acts or omissions of the Grantee. Nothing in this Agreement authorizes Grantee to act as an agent or representative of the MWMO for any purpose.

2.2 Reporting

A final report about the Project is due to the MWMO within sixty (60) calendar days after the end of the Agreement Period stated in Section 5 "TERM OF AGREEMENT" or the completion of the Project, whichever occurs first.

3. TERMS OF PAYMENT.

The MWMO will reimburse Grantee for expenses incurred in the Project up to the maximum amount of \$1,900.00. All other costs and expenses incurred by Grantee in completing the work of the Project will be the responsibility of Grantee. Administrative costs incurred by the Grantee including, but not limited to, compensation and benefits of Grantee's staff overseeing the intern, are not eligible for reimbursement under this Agreement.

The MWMO will disburse funds to Grantee on a reimbursement basis twice during the term of this Agreement. The Grantee will submit its requests for funds using a Reimbursement Request form provided by the MWMO. Payment requests must be accompanied by supporting invoices that relate to the approved Project budget. Subject to verification of adequacy of a written reimbursement request and approval of consistency with this Agreement, the MWMO will disburse the requested amount to the Grantee within two (2) weeks after receipt of a written reimbursement request.

4. CONDITIONS OF PAYMENT.

All work performed by the Grantee under to this Agreement will be performed in accordance with all applicable federal, state, and local laws, and any amendments thereto. The Grantee will use the funds only to pay the wages of the intern who is conducting the tree inventory.

5. TERM OF AGREEMENT.

This Agreement will be effective when all necessary approvals and signatures have been obtained, and will terminate on December 31, 2013, or the date all obligations have been

satisfactorily fulfilled by both parties, whichever occurs first. The MWMO will not be obligated to reimburse any expenses incurred after the end of the Agreement Period or to pay any reimbursement requests received more than 60 days after the end of the Agreement Period.

6. CANCELLATION.

The MWMO may cancel this Grant Agreement for just cause. Just cause means that the Grantee is not disbursing funds in accordance with established MWMO Board procedures, or has otherwise breached a term of this Agreement. The Grantee must be given written notice 14 calendar days prior to cancellation. The notice shall be by certified mail addressed to one of Grantee's Contacts as designated on page one of this Agreement. The cancellation shall be effective on the beginning of the 15th day after the notice is given unless an agreement of a cure for the breach is reached within the 14-day period, or unless the MWMO, by its authorized representative, grants an extension in writing. The Grantee may cancel this Grant Agreement with or without cause. The MWMO shall not be obligated to reimburse the Grantee for any further funds as of the effective date of the cancellation.

7. ASSIGNMENT.

The Grantee will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the MWMO. However, Grantee will continue to be responsible for performance of its obligations under this Agreement notwithstanding contracts with contractors or subcontractors or an approved assignment to a subgrantee.

8. AMENDMENTS.

Any amendments to this Agreement must be mutual, in writing, and executed by the MWMO and the Grantee.

9. COST OVERRUNS.

The Grantee agrees that cost overruns are the sole responsibility of the Grantee.

10. INDEMNIFICATION.

The Grantee agrees to defend, indemnify and hold harmless, the MWMO, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Grantee, its contractors or subcontractors or anyone directly or indirectly employed by them, or any party that directly or indirectly benefits from the activities specified in this Agreement, or anyone for whose acts or omissions they may be liable in the performance of the activities specified in this Agreement and against all loss by reason of the failure of the Grantee to perform fully, in any respect, all obligations under this Agreement.

11. INSURANCE

In order to protect the MWMO and those listed above under the indemnification provision, the Contractor agrees at all times during the term of this Agreement and beyond such term when so required, to have and keep or cause to have and be kept in force, and to cause all contractors and subcontractors to do likewise, the following insurance coverages under either a purchased insurance or self-insurance program:

1. Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

	<u>Limits</u>
General Aggregate	\$1,500,000
Products-Completed Operations Aggregate	\$1,500,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence – Combined Bodily Injury and Property Damage	\$1,500,000

2. Automobile Liability – Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles. \$1,500,000

3. Workers’ Compensation and Employer’s Liability:
 - a. Workers’ Compensation Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

 - b. Employer’s Liability. Bodily Injury by:

Accident – Each accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

4. Professional Liability – Per Claim and Aggregate \$1,500,000

The insurance must be maintained continuously for a period of two years after the termination of this Agreement. The Contractor will require that any subcontractors, partners, or agents furnish certificates of insurance to the Contractor of the insurance coverages listed above, and provide updated certificates as coverages expire.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance that may be needed in connection with this Agreement. Copies of policies will be submitted to the MWMO upon written request.

12. ACCOUNTING AND RECORD KEEPING.

For all expenditures of funds made pursuant to this Agreement, the Grantee will keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods will be in accordance with generally accepted accounting principles.

The Grantee agrees that the MWMO, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., that are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights will be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

13. NONDISCRIMINATION.

The Grantee agrees and will require any contractors and subcontractors, material suppliers, and vendors to agree not to discriminate in hiring by reason of race, creed or color or otherwise violate the provisions of Minnesota Statutes Section 181.59, which is incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF LAUDERDALE APPROVAL:

By: _____ Dated: _____, 20__
Its City Administrator

And

By: _____ Dated: _____, 20__
Its Mayor

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

By: _____ Dated: _____, 20__
Its Executive Director


**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____
Public Hearing _____
Discussion _____ X _____
Action _____ X _____
Resolution _____
Work Session _____

Meeting Date August 13, 2013

ITEM NUMBER City Logo

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Councilor Hawkinson worked on the logo with Tara Thorenson.

Per Councilor Hawkinson:

Here are two color options, along with a black and white logo sample. There apparently are other 'green' colors that could be picked, but she just choose these two. Any feedback on this would be great so that maybe by our next meeting I can have the final drawing. She offered to let me see her other colors if these don't fit the bill and maybe I could bring in a few more of those samples, if we aren't happy with either of these choices, but not too many, gets too confusing.

After the logo is finalized, staff can get pricing for new city shirts and sweatshirts (including producing them in female cuts.) We also can do a fire sale of the remaining shirts at Day in the Park to get rid of the old stock.

OPTIONS:

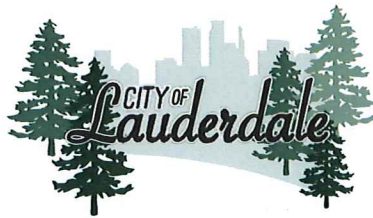
Discuss if any changes are needed or approve the new city logo!

STAFF RECOMMENDATION:

COUNCIL ACTION:



"THE" REMOVED
ADD COLOR
REVISE HILL



**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____
Public Hearing _____
Discussion _____ X _____
Action _____
Resolution _____
Work Session _____

Meeting Date August 13, 2013

ITEM NUMBER Animal Control Ordinance

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I made many changes for clarity and consistency since the last meeting in addition to changing areas based on the Council feedback. I also completed 5-3-7-2-B in the bee section with what is the common practice for neighbor consent. I also made sure the internal references were all correct and updated the table of contents etc. Because of all the changes, I wanted to bring it back one more time.

Additionally, the city attorney reviewed the draft and offered some comments. We are discussing one aspect of the dangerous dog section and I may have that completed with him by Tuesday's meeting. Otherwise, I plan to send out a letter to those that offered feedback through the revision process letting them know that the Council will have the public hearing and likely adoption of the ordinance at the August 27 meeting.

OPTIONS:

STAFF RECOMMENDATION:

**CITY OF LAUDERDALE
ORDINANCE NO. 13-X**

An Ordinance amending Title 5, Chapter 3 of the Code of Ordinances Regarding Animal Control.

The City Council of the City of Lauderdale ordains as follows:

SECTION I. The Lauderdale City Code is amended by deleting the ~~stricken~~ material and adding the underlined materials as follows:

CITY OF LAUDERDALE

ANIMAL CONTROL¹

SECTION:

- 5-3--1: Definitions
- 5-3--2: Enforcement
- 5-3--3: Exemptions
- 5-3--4: ~~Non-Domesticated and Farm Animals~~
- 5-3--4-1: Permit Required
- 5-3--4-2: Permit Application; Fees
- 5-3--4-3: Hearing
- 5-3--4-4: Term Of Permit; Renewal
- 5-3--4-5: Revocation
- ~~5-3-4-6: Home Occupation~~
- ~~5-3-4-7: Penalty~~
- 5-3--5: ~~Dogs And Cats~~Domestic Animals
- 5-3--5-1: ~~License And Registration; Exceptions~~
- 5-3--5-2: Vaccination Required
- 5-3--5-3: ~~Liensing~~Registration Procedures
- 5-3--6: ~~Regulations~~Chickens
- 5-3--6-1: Purpose
- 5-3--6-2: Limits
- 5-3--6-3: Permitting Process
- 5-3--6-4: Additional Provisions
- 5-3--7: ~~Impoundment~~Keeping of Bees
- 5-3--7-1: Purpose
- 5-3--7-2: Permitting Process
- 5-3--7-3: Additional Provisions
- 5-3--8: ~~Rabies Control~~Regulations
- 5-3--9: ~~Biting Animals To Be Quarantined~~Impoundment

¹ M.S.A. §§ 18.021 et seq., chapters 356 and 347, §§ 561.07, 609.227, and 609.605.

- 5-3-10: ~~Potentially Dangerous Dogs~~ Rabies Control
- 5-3-11: ~~Dangerous Dogs~~ Biting Animals to be Quarantined
- 5-3-12: ~~Destruction of Dangerous and Potentially Dangerous Dogs~~
- 5-3-13: ~~Penalty~~ Home Occupation
- 5-3-14: ~~Penalty~~

5-3-1: DEFINITIONS:

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

ANIMAL CONTROL AUTHORITY: ~~m~~Means an agency of the state, county, municipality ~~or city~~, or other governmental subdivision of the state, which is responsible for animal control operations in its jurisdiction.

ANIMAL, DOMESTIC: Animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, ferrets, mice, rats, guinea pigs, chinchillas, domesticated rabbits, fish, and non-poisonous, non-venomous or non-constricting reptiles or amphibians.

ANIMAL, NON-DOMESTIC: 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. AnyAll members of the large cat family (family felidae) including, but not limited to, lions, tigers, cougars, bobcats, leopards, cheetahs, ocelots, servals, and jaguars, but excluding domesticated house cats cats recognized as a domestic breed, registered as a domestic breed, and shown as a domestic breed by a national or international multibreed cat registry association.
- B. AnyAll naturally wild members of the canine family (family canidae) including, but not limited to, wolves, foxes, coyotes, dingoes, and jackals, but excluding domesticated dogs recognized as a domestic breed, registered as a

domestic breed, and shown as a domestic breed by a national or international multibreed dog registry association.

- C. Any hybrid or crossbreeds between a domesticated animal and a non-domesticated animal, such as the crossbreed between a wolf and a dog.
- D. Any member or relative of the rodent family, including, but not limited to, any skunk (whether or not descended), raccoon, or squirrel, but excluding those members otherwise defined ~~or commonly accepted as domesticated~~ pets as "Animal, Domestic" above.
- E. Any poisonous, venomous, constricting or inherently dangerous member of the reptile or amphibian families, including but not limited to, 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.
- G. All nonhuman primates, including, but not limited to, lemurs, monkeys, chimpanzees, gorillas, orangutans, marmosets, lorises, and tamarins.
- H. All other animals defined as regulated by Minnesota Statutes 346.155, as may be amended from time to time.

ANIMAL, FARM: 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), sheep, poultry (male chickens, turkeys), fowl (ducks, geese), swine (pigs, including Vietnamese pot-bellied pigs), goats, bees other than honeybees, llamas, alpacas, and other animals associated with a farm, ranch or stable.

APIARY: The assembly of one or more colonies of bees in a single location.

AT LARGE: An unattended animal on public property; or an unattended animal on private property without the consent of the property owner.

BEEKEEPER: A person who owns or has charge of one or more colonies of bees.

CAT: Any domesticated feline animal, male or female, whole or neutered.

CHICKENS OR HEN CHICKENS: Female, domesticated fowl belonging to the Gallus gallus domesticus subspecies kept for the production of eggs.

CHICKEN COOP: A temporary structure for housing chickens which is made of wood or similar materials that provides shelter from the elements.

CHICKEN RUN: An enclosed outside yard for keeping chickens.

COLONY: An aggregate of bees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs, and honey.

~~DANGEROUS DOG: Any dog that has committed any of the acts set forth below~~Means any dog that has:

- A. Without provocation, inflicted substantial bodily harm on a human being on public or private property; or
- B. Killed a domestic animal without provocation while off the owner's property; or
- C. Been found to be a ~~potentially dangerous dog~~, and after the owner has been notified that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

DOG: Any domesticated canine animal, male or female, whole or neutered.

ELECTRONICALLY TAGGED ANIMAL: A animal that has been implanted with a microchip or other electronic device that

uniquely identifies the animal and its owner when the device is scanned.

GREAT BODILY HARM: Bodily injury which creates a high probability of death, or which causes serious 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.

HONEYBEES or BEES: Means at all stages of life of the common domestic honey bee, apis mellifera (Does not refer to the African subspecies and Africanized hybrids).

~~PROPER ENCLOSURE: means securely confined indoors or outdoors in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which a door or window screens are the only obstacle that prevent the animal from exiting.~~

OWNER: Any person, firm, corporation, organization, or department processing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

~~POTENTIALLY DANGEROUS DOG: Any dog that has committed any of the acts set forth below~~Means any dog that:

- A. When unprovoked, inflicts bites on a human or domestic animal on public or private property;
- B. 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
- C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

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. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which a door or window screens are the only obstacles that prevent the animal from exiting.

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

RESTRAINED: On a leash of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal, in a vehicle, or confined to the owner's property by proper enclosure, leash, or fencing (including electronic fencing), or absolute voice command.

ROOSTER: Male, domesticated fowl belonging to the Gallus gallus domesticus subspecies.

SUBSTANTIAL BODILY HARM: Bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member. (Ord. 12, 7-27-1993)

5-3-2: ENFORCEMENT:

A. Animal Control Officer, Law Enforcement Agency: The provisions of this Chapter shall be enforced by an Animal Control Officer and/or, the members of the City's law enforcement agency which has a contract for such duties with the City, and city staff.

B. Interference: No person shall, in any manner, interfere with or hinder an Animal Control or law enforcement officer in the discharge of their duties.

C. Right Of Entry: For the purpose of discharging the duties imposed by this Chapter, any Animal Control Officer and/or law enforcement officer is empowered to enter upon private property. (Ord. 12, 7-27-1993)

5-3-3: EXEMPTIONS:

The following provisions of this Chapter shall not apply in the following circumstances:

A. Unless specified herein, the provisions of this Chapter shall not apply to animals used or confined at hospitals, clinics, or businesses operated by licensed veterinarians.

B. Section 5-3-5-2 relating to vaccination requirements shall not apply to any animal belonging to a nonresident of the City and kept within the City for not longer than thirty (30) days, provided all such animals shall, at all times while in the City, be restrained by the owner.

C. Sections 5-3-10 and 5-3-11 relating to dangerous dogs and potentially dangerous dogs shall not apply to dogs under the control of a law enforcement officer.

D. Subsections 5-3-6A and 6C shall not apply to raptors possessed by licensed falconers holding valid State and Federal Falconry Permits so long as the conditions of the permit are being satisfied. ~~(Ord. 12, 7-27-1993)~~

E. Section 5-3-4 shall not apply to ~~licensed kennels, pet stores, or veterinary clinics.~~ ~~(Ord. 84, 11-19-1985)~~

5-3-4: NON-DOMESTIC AND FARM ANIMALS:

5-3-4-1: PERMIT REQUIRED:

It shall be unlawful to keep or maintain a non-domesticated or farm animal without first having obtained a permit therefore. ~~It shall also be unlawful to keep or maintain more than two (2) rabbits, chinchillas, or guinea pigs without first having obtained a permit therefore. All of the aforementioned are hereinafter referred to as "animals".~~ ~~(Ord. 84, 11-19-1985)~~

5-3-4-2: PERMIT APPLICATION; FEE:

A. Application: Any person desiring a permit required by Section 5-3-4-1 to keep or maintain a non-domesticated or farm animal shall make application to the City Council.

B. Required Information: The application shall contain the name and address of the applicant; the address of the

premises upon which the animal ~~are~~ is to be kept; the number, species and, except in the case of bees, the, and sex of such the animal; a description of the animal's enclosure and its location on the property; and a statement regarding any property damage or physical injuries caused by ~~such the~~ animal or animals in the past.

C. Additional Information: The City Council may also require submission of such additional information or material as it deems necessary or convenient to administer this Section.

D. Initial And Renewal Permit Fees: The applicant shall pay to the City Administrator such initial permit fee and renewal permit fee as shall be established from time to time by Council resolution.

E. Hearing Date; Notice Of Hearing: Upon submission of the initial application, the City Administrator shall set a date for a hearing on the application before the City Council and shall notify the owners of all properties located within two hundred feet (200') of the subject premises of the date and time of the hearing. (Ord. 84, 11-19-1985)

5-3-4-3: HEARING:

A. Testimony And Evidence: At the hearing ~~scheduled on the application,~~ the City Council may take such testimony or receive such documents or information as it deems appropriate.

B. Potential Hazard Or Nuisance: No permit shall be issued if the City Council finds that such animal or animals, because of their number, size, proximity to other properties, history of vicious or destructive actions, or inherent characteristics are, or are likely to, become either a nuisance or a hazard to the public health or safety.

~~C. Bees: In the case of bees, no permit shall be issued unless the hive or hives are to be located at least three hundred feet (300') from any other property. (Ord. 84, 11-19-1985).~~

5-3-4-4: TERM OF PERMIT; RENEWAL:

Permits shall be valid until December 31 of the year of issuance and shall be renewed annually. Applications for permit renewal must be received 45 days prior to the end of

the current license to allow for processing. Renewals require the same notification and hearing process described in Sections 5-3-4-2 and 5-3-4-3. (Ord. 84, 11-19-1985; 1996 Code)

5-3-4-5: REVOCATION:

The City Council may revoke a permit prior to its expiration if it finds that the terms or conditions of the permit have been violated or if the animal or animals have become either a public nuisance or a hazard to the public health or safety. Nothing herein shall be construed to prohibit or constrain any action allowed by law designed to prevent the spread of disease or the imminent damage to persons or property caused by such animal or animals. (Ord. 84, 11-19-1985)

~~5-3-4-6: HOME OCCUPATION:~~

~~Nothing contained in Section 5-3-4 shall be construed as permitting anyone to keep or maintain animals for sale or as a part of a business, unless otherwise licensed or permitted. (Ord. 84, 11-19-1985)~~

~~5-3-4-7: PENALTY:~~

~~Any person who violates the provisions of Section 5-3-4 shall be guilty of a misdemeanor and shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. 84, 11-19-1985; 1996 Code)~~

5-3-5: DOGS AND CATS DOMESTIC ANIMALS:

5-3-5-1: LICENSE AND REGISTRATION; EXCEPTIONS:

A. Domestic animals such as caged birds, gerbils, hamsters, ferrets, mice, rats, guinea pigs, chinchillas, domesticated rabbits, fish, and non-poisonous, non-venomous or non-constricting reptiles or amphibians are exempt from the registration provisions outlined below but must adhere to the regulations outlined in Section 5-3-8.

B. All dogs and cats within the City shall be licensed~~registered~~, except the following:

A1. Dogs and cats less than six (6) months of age;

B2. Dogs and cats whose owners are temporary visitors within the City for thirty (30) days or less in a calendar year; and

~~C3. Dogs being used by law enforcement officers. (Ord. 12, 7-27-1993)~~

4. Dogs belonging to non-residents that use City dog park facilities are not required to register their dogs but they may do so following the same procedures outlined in Section 5-3-5-3.

5-3-5-2: VACCINATION REQUIRED:

It shall be unlawful for any dog or cat owner to keep or maintain any dog or cat older than six (6) months of age ~~unless it has been vaccinated with an~~ the owner can provide proof of a current anti-rabies vaccine certificate issued by a licensed veterinarian. No license or license renewal shall be issued except upon compliance with this Section. (Ord. 12, 7-27-1993; 1996 Code)

5-3-5-3: LICENSING REGISTRATION PROCEDURES:

A. Application: Except as herein provided, within thirty (30) days after acquiring possession of a dog or cat five (5) months or older, ~~the owner of the dog or cat shall make application to register their animal for a dog or cat license. The application shall be on forms provided by the City Administrator. The~~ Prior to registration, the applicant shall also present proof of vaccination to the City Administrator prior to the issuance or renewal of a license.

B. License Registration Fee: The license registration fee for each dog or cat must be submitted with the application. The fee will be established by the City Council resolution from time to time. The City Council may establish reduced registration rates for animals that have been spayed, neutered, and/or electronically tagged.

C. Term Of License of the Registration: A license shall be issued for a period of time not to exceed the expiration date of the rabies vaccination. The registration record will be maintained by the City for fifteen (15) years. Animals that live beyond fifteen (15) years may be registered again. Dogs and cats with current licenses as of the date of adoption will not need to complete the

registration process. The owner of record will be mailed a new tag to be affixed to their dog or cat as described in section 5-3-5-3-D.

~~D. Issuance: Upon completion of the application form, receipt of the license fee and receipt of the proof of vaccination, the City Administrator shall cause a dog or cat license to be issued to the applicant for a particular dog or cat.~~

ED. Receipt And Tags: The~~Upon conclusion of the registration process, the City Administrator or designee shall cause a license fee receipt to be issued to the applicant along with a metallic registration tag to the applicant. The applicant shall cause the tag to be affixed permanently by a metal fastening device~~the tag to the collar of the licensed dog or cat in such a manner that the tag may be easily observed.

FE. Duplicate Tag: If a tag is lost, a duplicate may be issued by the City Administrator upon presentation of a receipt showing payment of the initial license fee and upon payment of an additional fee established by the City Council for each duplicate tag.

GF. Change Of Address: An applicant who has obtained registered a dog or cat license shall notify the City Administrator of applicant's address changes within the corporate limits of the City within ten-thirty (1030) days of any address change.

HG. Counterfeit Tags: No person shall counterfeit or attempt to counterfeit the dog or cat license tags. (Ord. 12, 7-27-1993)

5-3-6: CHICKENS

5-3-6-1: PURPOSE:

It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. Therefore, it is the purpose of this section to permit the keeping and maintenance of hen chickens in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.

5-3-6-2: LIMITS:

It is unlawful for any person to keep or harbor hen chickens on any residentially zoned property without a permit. No permit will be issued for the keeping of roosters on any premises. The keeping of other poultry is prohibited.

5-3-6-3: PERMITTING PROCESS:

A. Application for Twelve or Fewer Hens: Any person desiring a permit for twelve (12) or fewer hens shall make application to the City. The application shall contain the name and address of the applicant, the address of the premises upon which the chickens are to be kept, the number of chickens desired, a site plan showing the location and size of the proposed chicken coop and run, a plan for maintaining an adequate temperature in the coop in both winter and summer conditions, and a description of how the chickens will be managed to prevent them from becoming a nuisance.

B. Application for more than Twelve Hens: Any person desiring a permit for more than 12 hens shall make application to the City. The application shall contain the name and address of the applicant, the address of the premises upon which the hens are to be kept, the number of hens desired, a site plan showing the location and size of the proposed chicken coop and run, a plan for maintaining an adequate temperature in the coop in both winter and summer conditions, and a description of how the hens will be managed to prevent them from becoming a nuisance.

C. Permit Issuance: Permits for twelve hens or less will be issued by staff once they determine the applicant meets the criteria established in 5-3-6-3-A. Permits for more than twelve hens are made at the discretion of the City Council based on the information provided in 5-3-6-3-B and the record of the hearing on the matter.

D. Hearing: Once city staff deems an application for more than twelve hens complete, the City Administrator shall set a date for a hearing on the application at a City Council meeting. At the hearing, the City Council may take testimony or receive information it deems appropriate. Upon conclusion of the hearing, the Council may deny a permit

request, issue a permit as requested, or issue a permit with conditions.

E. Term of Permit; Renewal: All permits are valid for two (2) years end December 31 of the second year of the permit. Applications for renewal must be received 45 days prior to the end of the current permit to allow processing of the renewal. Renewals require the same process described in Sections 5-3-6-3.

F. Permit Non-Renewal or Revocation: City staff may refuse to grant or may revoke a permit if the chickens become a nuisance, as evidenced by a second substantiated violation (within twelve (12) months of a first substantiated violation) of this section of the City Code or Title 4 of the City Code.

The owner may appeal the non-renewal or revocation by scheduling a hearing by the City Council with the City Administrator within ten calendar days of the date of the notice. Following the appeals hearing, the City Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the non-renewal or revocation order. If the City Council upholds staff's permit revocation or non-renewal, the owner shall have thirty (30) days to remove the hens from the property.

5-3-6-4: ADDITIONAL PROVISIONS:

A. Fee Owner Permission: If the permit applicant is not the fee owner of the premises on which the chickens are sought to be kept and for which the permit would apply, the application shall be signed by all fee owners of the premises.

B. Zoning: The principal use of the specific property must be single-family residential (including legal duplexes).

C. Non-Transferability: Permits are non-transferable and do not run with the land. A permit is granted to the chicken keeper by the City and does not create a vested zoning right.

D. Enclosures: Chicken coops (roofed structures) must be located in the rear yard and must meet state building code requirements and zoning code requirements unless otherwise

permitted by the City Council. Chicken coops are not allowed to be located in any part of the home. Coops shall be constructed and maintained in a workmanlike manner, shall be rodent proof, and shall not be made of scrap, waste board, sheet metal, or similar materials.

E. At Large: No person may allow chickens to range freely without fencing or without a mobile pen.

F. Cleanliness and Nuisances: All premises on which hens are kept shall be clean from filth, garbage, and free of any substance which attracts rodents. The coop and its surrounding shall be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.

G. Food Storage: All grain and food stored for the use of the hens shall be kept in a rodent proof container.

H. Sale of Eggs, Chicks, and Chickens: Nothing contained in Section 5-3-6 shall be construed as permitting anyone to keep or maintain chickens for breeding, sale, or as a part of a business, unless otherwise licensed or permitted by the City.

I. Slaughtering: The slaughter of chickens for consumption shall not be performed out-of-doors.

J. Disposal: Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as possible after death, usually within forty-eight (48) to seventy-two (72) hours. Legal forms of chicken carcass disposal include offsite burial, offsite incineration or rendering, or offsite composting.

5-3-7: KEEPING OF BEES:

5-3-7-1: PURPOSE:

The purpose of this Section is to establish requirements for beekeeping within the City to avoid issues that might otherwise be associated with beekeeping in populated areas.

5-3-7-2: PERMITTING PROCESS:

A. Application: Any person desiring a permit to keep or maintain bees shall make application to the City Council. No person shall keep, maintain, or allow to be kept any hive or other facility for the housing of honeybees on or in any private property within the City of Lauderdale without a permit.

B. Required Application Information: The application shall contain the name and address of the applicant; the address of the premises upon which the hives would be kept; the number of hives; a description of the hives, and their location on the property; and the provisions for flyway barriers, water supply, and any other conditions required under this Chapter. Applications will not be accepted if a permit has been granted for hives within 100 feet of the applicant's lot. The application must also include written consent from 100% of the owners or occupants of properties (one signature per housing unit) abutting the applicant's and at least 80% of the owners or occupants of the properties (one signature per housing unit) within 100 feet. By signing the permit application, the beekeeper acknowledges that he or she shall defend and indemnify the City against any all claims arising out of keeping bees on the premises.

C. Training Required: Beekeeping training is required for the beekeeper prior to issuance of an initial beekeeping permit by the City. The applicant must provide one of the following with their application:

1. A certificate of completion from a honeybee keeping course from the University of Minnesota or

2. A letter from a beekeeping instructor at the University of Minnesota or similar institution that states the permit applicant has gained through other means a substantially similar knowledge base to one that could be gained through appropriate beekeeping courses at the University of Minnesota.

D. Initial and Renewal Permit Fees: The applicant shall pay to the City such initial permit application fee and renewal application permit fee as shall be established from time to time by the City Council.

E. Hearing: Once city staff deems an application complete, the City Administrator shall set a date for a hearing on the application at a City Council meeting. At

the hearing, the City Council may take testimony or receive information it deems appropriate to administer this section.

F. Permit Issuance: Upon conclusion of the hearing, the Council may deny a permit request, issue the permit as requested, or issue the permit with conditions.

G. Term of Permit; Renewal: Permits are valid for two (2) years ending December 31 of the second year of the permit. Applications for renewal must be received 45 days prior to the end of the current permit to allow processing of the renewal. Renewals require the same neighbor consent and hearing process described in this Section.

H. Permit Non-Renewal or Revocation: If the City Council does not renew a permit, the owner will have thirty (30) days to remove the hives from the property.

City staff may revoke a permit if the bees become a nuisance, as evidenced by a second substantiated violation (within twelve (12) months of a first substantiated violation) of this section of City Code or Title 4 of City Code.

The owner may appeal the non-renewal or revocation by scheduling a hearing by the City Council with the City Administrator within ten calendar days of the date of the notice. Following the appeals hearing, the City Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the revocation order. If the City Council upholds staff's permit revocation, the owner shall have thirty (30) days to remove the hives from the property.

5-3-6-3: Additional Provisions:

A. Limit: No person is permitted to keep more than two colonies on any residential lot within the City. The beekeeper must live on the apiary lot.

B. Fee Owner Permission: If the permit applicant is not the fee owner of the premises on which the bees are sought to be kept and for which the permit would apply, the application shall be signed by all fee owners of the premises.

C. Non-Transferability: Permits are non-transferable and do not run with the land. A permit constitutes a limited license granted to the beekeeper by the City and in no way creates a vested zoning right.

D. Honey bee colonies shall be kept in hives with removable frames, which must be kept in sound and usable condition.

E. Each beekeeper shall maintain his beekeeping equipment in good condition, including keeping the hives painted if they have been painted but are peeling and flaking, and securing unused equipment from weather, theft, vandalism, or occupancy by swarms.

F. Each beekeeper must ensure that a convenient source of water is available within twenty feet of each colony at all times that the colonies remain active outside the hive.

G. Each beekeeper must 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 shall be stored in sealed container or placed within a building or other vermin-proof container.

H. Flyway Barrier: The beekeeper shall establish and maintain a flyway barrier six (6) feet in height. The flyway barrier may consist of a wall or fence (privacy) such that bees will fly over rather than through to reach the colony.

I. Sale of Honey and Wax Comb: Nothing contained in Section 5-3-X shall be construed as permitting anyone to sell honey or honeycomb unless otherwise licensed or permitted by the City.

5-3-68: REGULATIONS:

A. Confinement: Except as herein otherwise provided, the owner of an animal within the City shall cause such animal to be confined to the individual's property by adequate proper enclosure, fencing (including electronic fencing), or leash, or absolute voice command. Animals not controlled as defined will be considered at large.

B. Female In Estrus: The owner of a female ~~dog or cat~~ animal in heat shall confine such animal to the owner's property or any veterinary hospital/clinic, in such manner that such ~~female dog or cat~~ the animal cannot come into contact with other animals, except for intentional breeding purposes.

C. Leash Required: The owner of an animal within the City shall cause such animal to be restrained by a leash, chain or a cord of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal at all times while in a public place including but not limited to school yards, playgrounds, parks, or streets.

D. Permissible Return of Unrestrained Animal: If a licensed animal is found at large and its owner can be identified and located, the animal need not be impounded, but may be taken to the owner. Even if the animal is returned to the owner, proceedings may be taken against the owner for violations of this Chapter, including but not limited to, the issuance of criminal or administrative citations.

DE. Noise and Nuisances: The owner of any animal within the City shall be responsible for preventing the animal from becoming a nuisance. A nuisance shall be defined as:

1. barking, baying, crying, mewing, chirping, crowing, clucking, or howling in any manner, which can be heard by any person, including the Animal Control or any law enforcement officer, from a location outside of the building or premises where the animal is being kept for an unreasonable length of time. For the purposes of this ordinance, "unreasonable" means repeated noise from the animal over at least a five (5) minute period of time with one (1) minute or less lapse of time between each animal noise during the five (5) minute period. or noise which, at the discretion of the animal control officer, is found to annoy, disturb, or otherwise disrupt others;

2. an animal that damages property, plantings, or structures;

3. an animal that runs at large or habitually trespasses on any property other than that of its owner; or

4. an animal that deposits fecal matter on property other than the owners unless it is cleaned up as provided below. If the case of cats, this includes feline spraying.

EF. Feces: Cleaning up litter: It is the responsibility of the owner, keeper, or other person in control of an animal to clean up any droppings of the animal and to dispose of the droppings in a sanitary manner.

~~1. The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.~~

~~2. The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owner's immediate possession, a device for the removal of feces and a proper receptacle on the property of such animal owner.~~

FG. Care Of Animals: The owner of an animal within the City shall provide saidthe animal with sufficient, wholesome food and water; proper shelter and protection from weather; veterinary care when needed to prevent suffering; and with humane care and treatment.

GH. Abuse: No person shall beat, torment, or otherwise abuse an animal or cause or permit an animal fight.

HI. Number Allowed: No person shall allow residentially zoned property to be used for maintaining more than two (2) like domestic animals over six (6) months of age except as provided in 5-3-6 regarding chickens and 5-3-7 regarding bees.

IJ. Guard Dog Warning Signs: A person who uses a dog for security purposes within the City shall post a warning notice at the entrance of the premises. (Ord. 12, 7-27-1993; 1996 Code)

5-3-79: IMPOUNDMENT:

A. Seizure: Subject to the provisions of this Section, animals found in violation of this Chapter may be seized by the Animal Control Officer, impounded in a designated animal shelter, and confined therein in a humane manner for a period of not more than five (5) business days or until

claimed by the animal's owner, if allowable, whichever occurs first. Seizure, impoundment, and destruction of dogs that have inflicted substantial or great bodily harm on a human being without provocation shall be governed by Section 5-3-12.

1. Entry Of Private Dwellings: Animal Control Officers are not authorized to enter private dwellings without a warrant for the purpose of seizing animals.

2. Notice Of Seizure: Before seizing an animal from the private property of its owner, the Animal Control Officer shall make a reasonable attempt, taking into consideration the time of day and nature of the violation, to notify the owner that the animal is being seized because it was observed by the Animal Control Officer to be in violation of the provisions of this Chapter.

3. Written Notice: When an animal is seized from the private property of its owner and the Animal Control Officer has been unable to notify the owner of the reason for seizing the animal, the Animal Control Officer shall leave a written notice affixed to the dwelling unit, in a conspicuous manner, indicating the day and time the animal was seized; the reason for seizing the animal; and the address of the shelter where the animal can be found.

4. Notice Of Impoundment: Immediately upon impounding the animal, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.

B. Redemption: An animal which is not redeemed within five (5) business days after impounding may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold, shall be euthanized and disposed of in a sanitary manner by the Animal Control Officer or the impounding facility.

C. Title: The title of all animals seized and held at the animal shelter may be transferred to the Humane Society or other animal shelter identified by the Animal Control Officer or their designee after the legal detention period has expired and the animals have not been claimed by their owners.

D. Impoundment Fees: Any animal, with the exception of a non-domesticated animal or farm animal being maintained without a permit, impounded hereunder may be reclaimed by the owner of ~~such~~the animal within five (5) business days after ~~such~~ impoundment. Before the owner shall be permitted to recover possession of the animal, the owner shall pay the Animal Control Officer all required fees and costs of impoundment. (Ord. 12, 7-27-1993)

5-3-~~8~~10: RABIES CONTROL:

A. State Law Adopted: The Minnesota Health Laws and Regulations are hereby adopted in cases of rabid animals which have bitten any person or animals suspected of being rabid.

B. Duty Of Physician To Report: It shall be the duty of every physician to report to the City the names and addresses of persons treated for bites inflicted by animals together with other information helpful in rabies control.

C. Duty Of Veterinarian To Report: It shall be the duty of every licensed veterinarian to report to the City his or her diagnosis of any animal observed by him or her as a rabies suspect.

D. Issuance Of Proclamation: Whenever the prevalence of rabies or hydrophobia renders such action necessary to protect the public health, safety and welfare, the Mayor shall issue a proclamation ordering every person owning or in possession of a dog to confine it securely to other premises unless it is muzzled so that it cannot bite. No person shall violate this proclamation. (Ord. 12, 7-27-1993)

5-3-~~9~~11: BITING ANIMALS TO BE QUARANTINED:

Whenever an animal has bitten a person, or whenever a known or suspected rabid animal is picked up by the Animal Control Officer ~~or law enforcement officer~~, ~~such~~the animal shall be confined for a minimum of ten (10) days as follows:

A. Confinement At Owner's Residence: Upon proof of a current rabies vaccination, the owner of the animal may, with the consent of the Animal Control Officer, quarantine the animal

at the owner's residence provided that such animal shall not be permitted to come in contact with other animals or persons and, provided further that the animal shall be muzzled and on a leash not to exceed four feet (4'), and in control of a competent person when taken from the place of confinement for sanitation purposes.

B. Confinement At Animal Shelter Or Veterinary Clinic: If no proof of a current rabies vaccination is provided, or if the Animal Control Officer does not consent to confinement of the animal to the owner's residence, the animal shall be quarantined at ~~the~~ an animal shelter or a licensed veterinary clinic at the expense of the owner.

C. Permission To Remove Required: A quarantined animal shall not be removed from the place of confinement without the written permission of the Animal Control Officer.

D. Confinement Enclosure: A quarantined animal shall be confined in an enclosure constructed of materials suitable to prevent the animal from escaping. All openings to the enclosure shall be locked at all times and the animal shall not be removed from the enclosure unless the animal is muzzled on a leash not exceeding four feet (4') in length and in control of a competent person. (Ord. 12, 7-27-1993)

5-3-1012: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

~~A. Additional Fee And Proof Of Insurance: The owner of a potentially dangerous dog shall pay an additional annual fee as determined by Council resolution and shall provide the City Administrator annually with proof of liability insurance which covers damages that may be caused by such dog.~~

~~B. Confinement of a Potentially Dangerous Dog: a dog that is determined to be a potentially dangerous dog must be kept in a proper enclosure at all times. If outside, it must be confined to the owner's premises and be wearing a muzzle.~~

~~C. Referral to Animal Behavioral Specialist: a dog determined to be a potentially dangerous dog may be evaluated by a professional animal behaviorist. The owner may provide to the City at the time of license a report by such animal behaviorist. If the report states that the dog~~

~~has been rehabilitated, the dog may no longer be classified as potentially dangerous and is not subject to the requirements of this section.~~

~~5-3-11: DANGEROUS DOGS:~~

~~A. Dangerous Dogs: any person who has a dog that has been classified as a dangerous dog pursuant to this ordinance or pursuant to Minnesota Statute Section 347.50, subdivision 1, must:~~

~~1. Obtain a certificate of registration from the Animal Control Authority. A certificate of registration may be issued when the owner provides sufficient evidence that: a) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children that there is a dangerous dog on the premises; b) 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 \$50,000, 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 \$50,000, insuring the owner and his or her property for any personal injuries inflicted by the dangerous dogs; c) the owner has paid an annual fee that is established by the City Council in addition to any regular dog licensing fees to obtain a certificate of registration for a dangerous dog under this section; and d) the owner has microchip identification implanted in the dangerous dog as required by Minnesota Statute Section 347.515.~~

~~2. Dangerous Dog Designation Review. Beginning six months after a dog is declared a dangerous dog, pursuant to Minnesota Statute Section 347.51, subdivision 3 (a), an owner may request annually that the Animal Control Authority review the designation of the dangerous dog. 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 dog's behavior has changed, the Animal Control Authority may rescind the dangerous dog classification.~~

~~5-3-12: DESTRUCTION OF DANGEROUS DOGS:~~

~~Procedure. The Animal Control officer, after having determined that a dog has inflicted substantial or great bodily harm on a human being without provocation, shall proceed in the following manner:~~

- ~~1. The Animal Control officer shall cause one owner of the dog to be notified in writing personally or by mail that the dog is dangerous and may order the dog seized or make such orders as deemed proper. The owner shall be notified as to dates, times, places, and parties bitten, and shall be given 14 days to appeal the order by requesting in writing an appeal hearing before the City Council for a review of this determination.~~
 - ~~a. If no appeal is filed by the owner with the City Council, the orders issued shall stand or the Animal Control Officer may order the dog destroyed.~~
 - ~~b. If an owner requests a hearing for determination as to the dangerous nature of the dog, the hearing shall be held before the City Council, which shall set the date for the hearing not more than three weeks after demand for the hearing. The records of Animal Control shall be admissible for consideration by the City Council without further foundation. After considering all evidence pertaining to the temperament of the dog, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control officer take the dog into custody for destruction, if such dog is not currently in custody. If the dog is ordered into custody for destruction, the owner shall immediately make the dog available to the Animal Control officer.~~
 - ~~c. No person shall harbor a dog after it has been found by the City to be dangerous and ordered into custody for destruction.~~

A. Conformance with State Law: Nothing in this Section is intended to conflict with the provisions of Minnesota Statute Sections 347.50 through 347.565, as may be amended from time to time.

B. Determination: The Chief of Police, or his designee, shall determine whether an animal meets the criteria for designation as a dangerous or potentially dangerous dog.

C. Appeals: Any owner who feels aggrieved by a potentially dangerous dog designation may appeal to the Chief of Police or his or her designee.

Any owner, who feels aggrieved by a dangerous dog notice or order of the Chief of Police, or the Chief's designee, may request a hearing before the City Council, which serves as the city's Hearing Officer, by filing an appeal in writing with the Chief of Police within fourteen (14) days after receipt of the notice or order. Upon the filing of such appeal, no further action shall be taken by the City until the matter has been decided by the City Council and all appeals or appeal opportunities have been exhausted. The owner may appear with or without legal counsel and present evidence in opposition to the notice or order. Following the appeals hearing, the City Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the Police Chief's notice or order. The City Council shall also establish a date for compliance with the order as affirmed or modified, which date shall be not less than five (5) days thereafter, in compliance with Minnesota Statutes, Section 347.541.

D. Confiscation: The animal control authority having jurisdiction shall immediately seize any dangerous dog if:

E. The owner does not appeal the Police Chief's order within the appeal period; or

F. The dog is not destroyed or permanently removed from the City within five (5) calendar days after the City Council has denied an appeal.

G. Stopping an Attack. If any law enforcement officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

5-3-13: HOME OCCUPATION:

Nothing contained in Title 5-3 shall be construed as permitting anyone to keep or maintain animals for breeding, sale, or as a part of a business, unless otherwise licensed or permitted. (Ord. 84, 11-19-1985)

5-3-1314: PENALTY:

~~Any violation of this Chapter is a misdemeanor. Each day on which such violation continues shall constitute a separate offense. (Ord. 12, 7-27-1993)~~

Any person, firm, or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor under Minnesota Statute Section 609.03 as it may be amended from time to time by the Minnesota Legislature. The cost of prosecution may be added. A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

SECTION II. This ordinance shall be effective upon its adoption and publication.

Adopted by the City Council of the City of Lauderdale this XXth day of August, 2013.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review this Xth day of August, 2013.