



City of Columbia Heights

590 40th Avenue NE, Columbia Heights, MN 55421-3878 (763) 706-3600

Visit our website at: www.columbiaheightsmn.gov

Mayor

Donna Schmitt

Councilmembers

Robert A. Williams

John Murzyn, Jr.

Connie Buesgens

Nick Novitsky

City Manager

Kelli Bourgeois

NOTICE OF WORK SESSION

Meeting of:	Columbia Heights City Council
Date of Meeting:	December 2, 2019
Time of Meeting:	7 pm
Location of Meeting:	City Hall-Conference Room 1
Purpose of Meeting:	Work Session

1. Towing, Impounding, and Storage of Motor Vehicles Contract Discussion
2. Animal Ordinance Discussion
3. Jackson Street Rental Discussion
4. Tyler Place Rental License Options
5. City Hall Floor Plan
6. Budget Overview
7. Security Study Recommendation
8. Reuter Walton and SACA Discussion
9. Joint City Council and School Board Meeting Reminder

COLUMBIA HEIGHTS POLICE DEPARTMENT



MEMORANDUM

To: Mayor Schmidt and Members of the Council

From: Lenny Austin, Chief of Police

Subject: Discussion of Tow RFP process

Date: December 2nd, 2019

The police department does a regular review of business agreements and contracts to ensure our vendors are meeting the needs of the police department and are providing a high level of service where these agreements impact the community.

The police department last requested proposals for a towing agreement in 2012. In the fall of 2019, the police department initiated a request for proposal (RFP) process for tow vendors. The RFP requirements were detailed and the process was administered by Captain Erik Johnston with a deadline of October 11th, 2019 for vendors to submit a proposal.

Five vendors submitted proposals by the required deadline. Those five proposals have been reviewed by staff. The police department will share a summary of the proposals during the work session, and seek council feedback on a recommendation.

A copy of the tow RFP is attached to this memo.

CITY OF COLUMBIA HEIGHTS, MINNESOTA
REQUEST FOR PROPOSALS
FOR
TOWING, IMPOUNDING AND STORAGE OF MOTOR VEHICLES

Introduction

The City of Columbia Heights, Minnesota, is seeking proposals from qualified and experienced firms to provide 24-hour towing, impounding, and storage of motor vehicles on an as needed and directed basis for the purpose of securing a contract.

Proposals:

It is the intent of the City of Columbia Heights to award a contract to the Contractor who submits the proposal deemed to best meet the needs and requirements of the City.

Proposals must be received by 9:00 a.m. Friday October 11th, 2019.

Submit proposals to: Columbia Heights Police Department
Towing Proposal/Captain Erik Johnston
825 41st Ave NE.
Columbia Heights, MN 55421

The City of Columbia Heights retains the right to waive any informality or irregularity in any proposal received, and to accept the proposal, which in its judgment, is in its own best interest. The award of the contract will be based upon the evaluation criteria. The City of Columbia Heights reserves the right to reject any and all proposals.

RFP Questions and Contact:

Questions relative to the RFP should be directed to: Captain Erik Johnston
Columbia Heights Police Department
825 41st Ave NE
Columbia Heights, MN 55421
763-706-8131

Terms and Conditions:

The following terms and conditions detail the requirements to provide 24-hour motor vehicle towing, impounding and storage services for the City of Columbia Heights on an as needed and directed basis. Such direction is to be by the Chief of Police, Community Development Director, Public Works Director or their authorized and legal representatives.

Equipment:

Contractor shall provide sufficient equipment for the operator of the towing service to be able to tow any and all city owned vehicles, and those vehicles as designated by the Chief of Police, the Fire Chief, the Public Works Director or their authorized and legal representatives, including but not limited to:

- A. Equipment capable of towing automobiles, light trucks, vans, utility vehicles, 4x4's, snowmobiles, motorcycles, all-terrain vehicles, school buses, coach buses, commercial vehicles, heavy trucks, and any other vehicle, motorized or not and further equipped to control movement of the towed vehicle; and
- B. Equipment sufficient and designed to move vehicles not amenable to towing or to move a completely demolished vehicle by means of dollies or low-bed trailers; and

C. Trucks and equipment of sufficient quantity that allows the Contractor to meet the required response time regardless of season, time, date or event; and

D. Equipment sufficient to conduct water recovery.

A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of all equipment available for use under this contract, along with size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently.

All equipment to be used by the contractor under this contract shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that equipment condition is in conformance with the terms and conditions of the specifications and the contract.

Personnel:

The Contractor performing under this contract shall assume all and full responsibility for the conduct of his/her employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times.

Request for service from the City of Columbia Heights Police Department must be given first priority by all dispatchers.

Drivers shall possess and carry a valid Minnesota driver's license commensurate with the truck they are operating and be proficient in the operation of such equipment. All drivers shall operate the Contractor's equipment in a safe and prudent manner, complying with all traffic laws.

The City reserves the right to conduct background checks on all employees of the Contractor at the time of contract and annually thereafter.

Failing to meet any or all of the requirements of this section may result in cause for terminating the contract at any time as per the conditions specified for contract termination.

Licensing:

Contractor shall obtain and maintain in effect throughout this contract, all licenses, permits and certificates as required by the State of Minnesota, Anoka County, and the City of Columbia Heights for the operation of the service required to be performed by the Contractor under this contract. The Contractor shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted.

Storage Facilities:

In order to be considered for selection, all storage and parking lot facilities and all equipment used by the contractor under this contract must be located within a 7-mile radius of the City of Columbia Heights Police Department. The successful Contractor must demonstrate that their storage and parking lot facilities meet, or are capable of meeting all of the applicable State and local building code standards and municipal license and zoning requirements, including those relating to outdoor storage, screening and landscaping of the City in which the facility is located. A site inspection will be part of the review process.

The facilities to be utilized under this contract must have the capability of storing a minimum of two (2) vehicles inside and a further capability of providing storage for a minimum of twenty-five (25) vehicles outside. Inside storage will be necessary only when so requested or directed by an authorized official of the City of Columbia Heights. When a direction is given to store a unit inside, such directions may be accompanied by instructions for certain security

measures to be employed. Vehicle security becomes the responsibility of the storing agent while the unit is in his/her control. Parking lots must be fenced in a secure manner with a minimum fence height of six (6) feet.

The Contractor agrees to keep safely all impounded vehicles, equipment and accessories, and all personal property contained therein, and to retain possession of same until all charges against the impounded vehicle have been satisfied, and to reimburse the City and the owners for any and all losses relating thereto. Personal property that, in the judgment of the Police Department is necessary for health and safety purposes shall be released upon order of the Police Department. The Contractor will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to the Contractor or his Agent, until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.

Insurance:

Contractor shall obtain and maintain in effect throughout this contract liability, property damage and fire insurance which shall contain coverage in an amount not less than \$100,000 to any one person and not less than \$300,000 total in any one incident and not less than \$10,000 fire and property damage coverage.

Availability:

Contractor shall provide towing services 24 hours per day, every day of the year. Contractor shall provide a telephone answering service 24 hours a day, seven days per week, for the purpose of receiving requests for service pursuant to this contract.

While performing under this contract and under these specifications, the Contractor's hours of operation for release of impounded vehicles shall be no less than 8:00 a.m. to 6:00 p.m., Monday through Friday, four daytime hours on Saturday, and two daytime hours on Sunday and legal holidays. Hours must be posted in a prominent place on the front door or front gate of the facility.

Access to the storage facility shall be available to the Chief of Police or other authorized and legal representative, at all times and without costs. The City shall have the right to inspect the Contractor's equipment, storage facility and pertinent records without notice, during normal business hours.

Response Time:

Upon receipt of request for towing service by the City, Contractor shall dispatch the necessary trucks and equipment so as to arrive at the site so designated within the specified time, which shall not be more than twenty (20) minutes, after receipt of request. Should the Contractor fail to appear at a designated tow point within the specified time after receiving a call for a tow, the City reserves the right to call another towing service to perform the work.

If the Contractor is called and is unable to respond due to conditions beyond his/her control, the authorized City officials shall be immediately so informed, and the City has the right to call another service to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another towing service for the reasons detailed above, the City retains the right to hold the Contractor retained under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response time is due to negligence on the part of the Contractor. Such negligence might include equipment failure.

In addition to the above charges, to promote the general welfare and safety, in all cases where the Contractor shall fail to respond to any call for tow trucks within thirty (30) minutes, the City shall be paid Fifty and no/100 Dollars (\$50.00) by the Contractor for each failure to respond. If an involved private owner/operator makes a timely request for a tow by other than the Contractor retained under this contract, the Police Department may honor such request. In this instance, owner/operator is solely responsible for all associated charges.

The City reserves the right to call the closest available towing company in the event of an emergency as determined by the City, regardless of any contractual relationship with the City. At the discretion of the City, response time may be altered in the event of adverse road, traffic or weather conditions.

Contractor Services:

The Contractor agrees to provide all services required by the City of Columbia Heights for towing, impounding, transport, and storage of vehicles. These services shall be provided in accordance with the terms of the contract. The Contractor shall, in addition to towing and storage services, be responsible for cleaning up all debris associated with the disabled vehicle(s) at the site. This may include items such as vehicle parts, broken glass, metal or other debris, excluding commercial cargo, resulting from the accident. The required clean up shall be completed prior to the Contractor leaving the site, as per instructions from the City Police Officer in charge at the site. The clean-up is to be completed without any additional compensation, unless extraordinary circumstances exist. Such costs may be charged to the appropriate vehicle owner. Contractor may also be asked to provide occasional roadside service, such as changing tires, for Police squad cars and other City vehicles.

Impounded vehicles shall be towed directly to the Contractor's storage facility unless otherwise directed by the City. All designated vehicles at an accident site shall be towed and removed before the Contractor leaves the scene to respond to any other service call.

Vehicles will not be driven at any time during the towing procedure, except as incidental to the impound process. In the event that the vehicle is without tires or has flat tires, the Contractor is to tow the vehicle without damaging the wheels and not tow any vehicle on its rims, on wheels without tires, or on flat tires.

Vehicle Release:

All vehicles towed or impounded are to be released in accordance with procedures adopted by the Chief of Police. Vehicles being held for evidential or investigative reasons by the Police Department may not be released without written authorization by the Chief of Police or other authorized and legal representative. Other vehicles may be released as provided herein without formal authorization from the Chief of Police.

Vehicles shall not be released without proper proof of ownership. If the vehicle is to be driven from the impound lot, proof of current insurance covering the vehicle and proof of a valid driver's license by the prospective driver shall be required.

The Contractor is responsible for collecting and remitting an administrative fee for each vehicle towed for the police department. The amount shall be set annually by the Chief of Police or designee. The remittance shall be made twice annually, in June and in December of each year.

At the time of the return of the vehicle, the Contractor shall give a receipt in writing which shall state the date of such vehicle release together with the charges enumerated thereon and the purpose for which the charges were made. The receipt shall be made in one original and two copies, all of which shall be signed by the Contractor and the person to whom the vehicle release is made. The Contractor shall retain the original of the receipt and shall deliver one copy to the owner of the vehicle and one copy to the Police Department.

Records:

The Contractor will be responsible for maintaining proper records of all vehicles towed, stored, released, still held, junked and destroyed. The record keeping system shall meet the approval of the Columbia Heights Chief of Police and records are to be available at all times for inspection by authorized City officials.

The Contractor shall prepare a comprehensive monthly report of all vehicles towed, stored, released, still held, junked and destroyed, in a form acceptable to the City. The contractor must have the ability to receive and send documents electronically in addition to paper copies and fax capabilities.

Towing Charges:

The performing Contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The Contractor shall agree that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that the Contractor assumes all liability for any and all unpaid charges.

Exception: For vehicles identified by the Police Department as subject to forfeiture, and subsequently towed to or from a location other than the Contractor's storage facility, the performing contractor shall indicate a flat rate charge per vehicle towed.

The Contractor agrees to accept as method of payment, cash, and one other method of payment such as check or credit card.

Evaluation Criteria

The City of Columbia Heights will evaluate all proposals received for the purposes of selecting a firm. The following factors, listed in relative order of importance, will be considered in making the selection:

- A. SERVICE: Response Time, Equipment, Location, Availability
- B. SECURITY/FACILITIES: Inside/Outside Storage Facility Security, Location, Procedures
- C. QUALIFICATIONS/EXPERIENCE: Staff Qualifications, Business References
- D. COSTS: Price List, Indirect Costs to City/Customers

The Contractor shall clearly identify any proposed deviations from the Terms and Conditions in their response to this RFP. Each exception must be clearly defined and referenced to the proper paragraph. If no exceptions are noted in the Contractor's proposal, the City will assume complete conformance and the successful Contractor will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the City will make final determination as to suitability and compliance. Proposals submitted not meeting all requirements may be rejected.

Submittal Requirements:

A. SERVICE

- List the hours your facility is open to the public.
- List the location of main storage facility and any other storage sites indicating which sites would be used to service this contract.
- State guaranteed response time.
- Include a list of the tow trucks and equipment to be utilized under this contract. If Contractor does not presently own or lease a sufficient quantity of tow trucks to meet the minimum number required, state what arrangements will be made.
- State the maximum weight vehicle you can tow.
- Describe radio equipment to be used in dispatching wreckers.
- Describe other equipment or resources available to you to be used in carrying out the services called for (fax machine, e-mail addresses, etc.).
- State your general release procedure. Include any other situation in which your procedure would vary from the general procedure and what your procedure would be in that situation.
- State your procedure for handling and resolving complaints from the public regarding the services you would provide under this agreement.

- Explain fully the methods of payment you will accept from vehicle owners. State the procedures for vehicle owners to pay the charges.
- Explain how you will inform the public of your charges and of the procedures described in questions above. Include samples of any informational materials you would use. Explain how you will inform the City and the public of any procedural change.

B. SECURITY/FACILITIES

- State the location and size of storage facility.
- Provide number and dimensions of exterior & interior storage parking spaces.
- Describe the security features of the storage facility – fencing, lighting, cameras, access, etc.
- Explain the policies and procedure pertaining to access of vehicles you would follow under this contract. Include any other situation in which your procedure would vary from the general procedure.

C. QUALIFICATIONS/EXPERIENCE

- Provide company’s legal name, address, principle owners, and company history.
- List number of employees by job type.
- List previous and current contracts that are considered identical or similar to the scope of work described in this contract.
- List all public agencies served as well as any significant private contracts. Explain how you will prioritize calls for service.
- List subcontractors, if any, to be used in performing this service.
- Evidence of Insurability at required levels.
- Include a list of references that can attest to Contractor’s ethical, quality and service standards. The list shall include the complete name, address and telephone number of each reference, with a description of his or her relationship to your firm.

D. PRICE

- Complete enclosed Price Sheet

TOWING, IMPOUNDING AND STORAGE PRICE SHEET _____

Name of Company

Towing

Tow of automobiles and other vehicles under 10,000 pounds GVW	\$ _____
Tow of vehicles between 10,001 and 26,000 pounds GVW	\$ _____
Tow of vehicles over 26,000 pounds GVW	\$ _____
Tow of snowmobiles, motorcycles, and all-terrain vehicles	\$ _____
Additional charge, if any, for use of dolly	\$ _____
Additional charge, if any, for use of low-bed truck or trailer	\$ _____
Additional charge, if any, for use of flat-bed truck	\$ _____
Additional charge, if any, for use of winch with tow	\$ _____
Additional charge, if any, for accident tow	\$ _____
Fuel Surcharge, if any	\$ _____

Administrative Fees, if any \$ _____

Additional charge, if any, for notification of registered owner \$ _____

Tow of vehicles under Police Forfeiture to or from a location other than the Contractor's storage facility \$ _____

Tow of Police squad cars or City vehicles to City Shop \$ _____

Tow of oversize police property/evidence items, such as ATMs, safes, etc. \$ _____

Storage Charges

First _____ day period: Inside storage \$ _____

Outside storage \$ _____

Large vehicle storage \$ _____

Each additional day: Inside storage \$ _____

Outside storage \$ _____

Large vehicle storage \$ _____

Other Charges

Occasional roadside service, such as changing tires, for Police squad cars and other City vehicles \$ _____

COLUMBIA HEIGHTS POLICE DEPARTMENT



MEMORANDUM

To: Mayor Donna Schmidt and Members of the Council

From: Lenny Austin, Chief of Police

Subject: Changes to Animal Ordinance

Date: December 2nd, 2019

This year members of the police department, community development and finance met to discuss our current animal ordinance and practices for managing domestic animals. This meeting was prompted over a question regarding the number of allowed animals that is raised from time to time. During the last update to the ordinances, the limit on the number of dogs and cats was removed.

During the discussion, our current practice of licensing domestic animals was brought up and the costs and benefits of the practice were analyzed. It was noted that the cost charged for a license was very low, and staff felt efforts to increase it would likely be met with less compliance. Rather, staff focused on the objectives the license is meant to accomplish. As a result, staff is recommending the ordinance be changed to remove the licensing requirement by requiring the objectives of the license (vaccination and display of owner information on the collar) directly in the city code.

In addition, staff is recommending a limit on the number of dogs (3) and cats (3) as well as combined animals (5) in a residence.

Finally, the police department is making a recommendation to adopt the provisions of Mn State Statutes as it relates to the handling of dangerous dogs, and to impose requirements for potentially dangerous dogs as well.

This is the current ordinance language with changes highlighted.

§ 8.101 DOG AND CAT LICENSE.

A. RABIES VACCINATION REQUIRED. A person who owns, harbors, or keeps a dog over six months old within the city must have the dog vaccinated by a licensed veterinarian with an anti-rabies vaccine that is currently effective. A vaccination certificate is valid only for the dog and owner to which it is issued. A person must not use a rabies vaccination certificate for a different dog than the one for which it was issued.

B. TAGS. A person who owns, harbors, or keeps a dog over six months old within the city must securely attach an identification tag or plate to the dog's collar so that it can be readily seen. The tag or plate must contain the name and telephone number of the owner or other person who is keeping the dog. The identification tag or plate must be worn by the dog at all times when it is off the owner's or keeper's property.

A.C. LIMIT ON NUMBER OF CATS AND DOGS. Because the keeping of four (4) or more dogs or four (4) or more cats in the family dwelling unit or on the family premises is subject to great abuse, causing discomfort to persons in the area, by way of smell, noise, hazard, and general aesthetic depreciation, and because the irresponsible maintenance of four (4) or more dogs or four (4) or more cats within a residential area has been the source of a variety of complaints, no family or family member shall keep, harbor, or have custody of more than three (3) dogs, or more than three (3) cats, or a combination of more than five (5) animals exceeding six months of age in the family dwelling unit or on the family premises.

~~—(A) No person shall own, keep, harbor or have custody of any dog or cat over six months of age within the city unless such dog or cat is currently licensed as is provided hereunder.~~

~~—(B) License applications shall include the following information:~~

~~—(1) The name and address of the owner of the animal, and the name and address of the applicant if other than the owner.~~

~~—(2) The breed, sex and age of the dog or cat for which a license is sought.~~

~~—(3) A statement shall accompany any application for a spayed female animal from a qualified veterinarian that such animal has been spayed or otherwise rendered sterile.~~

~~—(4) Such other information as the Council shall reasonably require to determine animal census information or in compiling other records.~~

~~—(C) Licenses shall be issued for such period of time and upon payment of such fees as the Council shall determine by resolution. Provided, however, that:~~

~~—(1) The Council may, in its discretion, provide for a pro rata payment of license fees where the applicant provides written evidence indicating immunity from rabies will terminate prior to the normal expiration date of any license hereunder.~~

~~—(2) The Council may by resolution provide for a lower fee for spayed female and neutered male dogs and cats than for unspayed female and unneutered male dogs or cats.~~

~~—(a) The owner, keeper, or custodian of any dog or cat shall pay the license fee for an unspayed or unneutered dog or cat unless said applicant provides a veterinarian's certificate verifying that said animal has been spayed or neutered. Presentation of the dog or cat for inspection shall not constitute adequate proof that the said dog or cat has been spayed or neutered in accordance with this section.~~

~~—(b) Any owner, keeper, or custodian who shall pay the license fee for an unspayed or unneutered dog or cat as provided above may be refunded the difference between that license fee and the fee for a spayed or neutered dog or cat if he shall provide, within 30 days of the issuance of said license, a veterinarian's certificate verifying that the said licensed dog or cat has been spayed or neutered.~~

~~—(D) The licensing requirements of this section shall not apply to non-residents of the city, provided that animals belonging to non-residents shall not be kept in the city longer than 30 days without a license.~~

~~—(E) Upon payment of the prescribed license fee to the Treasurer, a written license and a metallic tag shall be issued for the licensed animal. The tag shall indicate the registration number for such animal, and be of such design so as to be worn or attached to a collar for said animal. A duplicate metallic tag may be obtained to replace a lost or stolen tag in the following prescribed manner:~~

~~—(1) The owner of the animal shall present the original license together with an affidavit reciting the fact that such tag has been lost or stolen and not in the possession of the applicant.~~

~~—(2) A duplicate tag shall be issued upon payment of a duplicate tag fee in an amount set by resolution of the Council.~~

~~—(F) The owner or person having custody of any animal licensed under this chapter shall ensure that the metallic tag license shall be worn by such animal at all times.~~

~~—(G) No license may be issued for any dog or cat unless the owner or keeper thereof shall furnish a veterinarian's certificate showing that the said dog or cat has been inoculated for the prevention of rabies and showing the estimated termination date of immunity from rabies of such dog or cat as a result of its inoculation for the prevention of rabies. Should such certificate disclose that the said rabies inoculation shall cease to become effective prior to the expiration of the licensing period, the license may be issued with a license expiration date which coincides with the termination of the effective immune period from rabies of such dog or cat.~~

(77 Code, § 8.101) (Am. Ord. 1535, passed 9-8-08) [Penalty, see § 8.106](#)

§ 8.102 REGULATIONS.

(A) The owner or custodian of any animal permanently or temporarily in the city shall have the obligation and responsibility to prevent such animal from committing any act which constitutes a public nuisance, which shall include, but not be limited to, the following acts:

(1) Habitually or frequently bark or cry to the annoyance of neighbors or the general public.

(2) Molest or annoy any person if such person is not on the property of the owner or custodian of such animal.

(3) Molest, defile, or destroy any public or private property not belonging to the owner or custodian of such animal.

(4) Chase vehicles or otherwise run at large within the city.

~~(B) No person who owns or has custody of an animal exhibiting ferocious or vicious propensities shall allow such animal to be kept, stored, or to run at large within the city, either on public or private property, including property that is owned or in possession of such person.~~

1) The City of Columbia Heights will follow the provisions of chapter §347 of MN state statute as it relates to Dangerous and Potentially Dangerous Dogs.

2) The City of Columbia Heights may impose additional requirements to the owners of Potentially Dangerous Dogs, including all requirements listed for Dangerous Dogs.

(C) (1) No person who is the owner or has custody of any animal shall beat, treat cruelly, torment or otherwise abuse or abandon such animal.

(2) No person who is the owner or has custody of any animal shall fail to provide such animal with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, or with humane care and treatment.

(77 Code, § 8.102) (Am. Ord. 1005, passed 7-12-82) [Penalty, see § 8.106](#)

§ 8.103 IMPOUNDMENT.

(A) The city shall have the authority to impound any animal in such manner and under such conditions and circumstances as prescribed by this section:

(1) The Council may enter into a contract with any qualified person, firm or corporation to be designated as the City Poundmaster, whose duties shall be to enforce the provisions of this section.

(2) The city shall provide an adequate facility within or in close proximity to the city, where all animals taken into custody shall be kept and cared for until disposed of according to the provisions of this section.

(B) The City Poundmaster may impound any animal where there is reasonable cause to believe said animal:

(1) Exhibits ferocious or vicious tendencies;

(2) Constitutes a public nuisance as defined in § 8.102(A);

(3) Has bitten a person; or

(4) ~~Is unlicensed in contravention of the provisions of~~ Is not displaying the proper tag listed in the provisions of § 8.101.

(C) ~~The Poundmaster shall provide notice of any impounded animal, as follows:~~

~~—(1) For an animal wearing a license tag as described by this chapter, the owner of such animal shall be notified in writing within 24 hours of such impoundment. When the ownership of the animal is known, or can be determined, the Poundmaster shall provide notice to the owner within 24 hours of the impoundment by the means available to them.~~

~~—(2) For an animal not bearing a license tag as described by this chapter, written notice of such impoundment shall be posted at City Hall in a conspicuous place, and notice shall be provided to the City Pound and to the Police Department.~~

~~—(3) Notice shall be in the following form:~~

~~NOTICE OF IMPOUNDING ANIMAL~~

~~_____ Date: _____~~

~~To Whom It May Concern:~~

~~I have this day taken up and impounded in the pound of the City at _____ an animal answering the following description:~~

~~Type _____, Sex _____, Color _____,~~

~~Breed _____, Approximate Age _____, Name of Owner _____.~~

~~Notice is hereby given that unless said animal is claimed and redeemed within ten (10) days, and before _____ o'clock ____ m. on the ____ day of _____, 19____, the same will be sold or killed as provided by ordinance.~~

~~Signed: _____~~

~~Poundmaster~~

(D) Any animal impounded pursuant to the provisions of this section shall be kept for not less than five regular business days unless reclaimed prior to that time by their owner as provided hereafter. The owner of any impounded animal may reclaim the same upon payment to the Treasurer or Poundmaster of an impounding fee as set by resolution of the Council, and the payment of such daily boarding fees as shall be determined by the Council for such time as the animal has been confined. The Poundmaster shall not release any animal ~~unless the owner thereof shall first purchase a license for the said animal as provided in §-. subject to the vaccination requirement in section § 8.101, without proof of current anti-rabies vaccination.~~

(E) Any animal which is unclaimed by the rightful owner within the prescribed time may be sold to anyone desiring to purchase said animal, if not requested by a licensed educational or scientific institution under state law.

(1) All sums received in excess of costs shall be held by the Treasurer for the benefit of the owner. If not claimed within one year, such funds shall be placed in the general fund of the city.

(2) Any animal which is not disposed of as provided above shall be painlessly killed and buried by the Poundmaster.

(F) Nothing in this code shall prevent the Poundmaster from disposing of any animal in less than the prescribed time if such animal is injured and, in the opinion of the Poundmaster, the only humane act would be disposing of the animal.

(^77 Code, § 8.103) (Am. Ord. 1535, passed 9-8-08)

8.104 DESTRUCTION.

(A) A court of proper jurisdiction may order the destruction of any animal, or may order the owner or custodian to keep said animal confined to a designated place, upon a hearing as hereinafter provided.

(1) A summons shall be issued to the owner of said animal commanding him to appear before said court and show cause why said animal should not be seized by the Poundmaster or otherwise disposed of in the manner authorized by this chapter. Said summons shall issue upon sworn complaint that any of the following facts exist:

(a) That the animal has destroyed property or habitually trespassed in a damaging manner on the property of persons other than the owner.

(b) That the animal has attacked or bitten a person outside the owner's or custodian's premises.

(c) That the animal is vicious or exhibits vicious or ferocious tendencies, or molests pedestrians, or interferes with vehicles on public streets or highways.

(d) That the animal is a public nuisance as heretofore defined; or

(e) That the animal is running at large in violation of this chapter.

(2) Such summons shall be returnable not less than two, nor more than six days from the date thereof and shall be served at least two days before the time of appearance mentioned therein.

(3) The court shall make findings of fact regarding the allegations of the sworn complaint.

(B) The costs of any proceeding brought pursuant to this section shall be assessed against the prevailing party. The remedies provided by this section are supplemental to other provisions of this chapter.

(C) Any animal which presents a clear and immediate danger to city residents because it is infected with rabies (hydrophobin) or because it is of a clearly demonstrated vicious or ferocious nature, may be summarily destroyed after the Poundmaster has made reasonable attempts to impound such animal.

(^77 Code, § 8.104)

8.105 QUARANTINE.

(A) ~~Whenever the prevalence of rabies renders such action necessary, the City Health Officer shall issue a proclamation to be published twice and posted at City Hall ordering every person owning or having custody of an animal to muzzle said animal securely so that it cannot bite.~~

~~—(1) Any animal unmuzzled when so required shall be subject to impoundment pursuant to the provisions of this chapter.~~

~~(2) No person shall own, keep, harbor or have custody of any animal over six months of age within the city which has not been vaccinated against rabies within the previous two years by a qualified veterinarian.~~

(B) (1) The City ~~Health Officer~~ may quarantine any animal which bites a person for such time as is directed. During the quarantine, the animal shall be securely confined and kept from contact with any other animal.

(2) The place of quarantine may be on the premises of the owner in the discretion of the ~~Health Officer~~ Chief of Police or designee. Confinement shall otherwise be at an animal shelter or a veterinary hospital, at the expense of the owner of such animal.

(^77 Code, § 8.105) [Penalty, see § 8.106](#)

§ 8.106 PENALTY.

Any person, firm, or corporation who ~~shall own, keep, harbor, or have custody of any dog or cat which is not currently licensed, does not wear a metallic license tag, which commits any of the acts described in § 8.102, inclusive, of this code or who fails to obey an order of the City Health Officer under § 8.105 of this code, upon conviction thereof, violates the provisions of this section~~ shall be punished as provided in § 1.999.

This is how the changed ordinance would read:

§ 8.101 DOG AND CAT LICENSE.

- A. **RABIES VACCINATION REQUIRED.** A person who owns, harbors, or keeps a dog over six months old within the city must have the dog vaccinated by a licensed veterinarian with an anti-rabies vaccine that is currently effective. A vaccination certificate is valid only for the dog and owner to which it is issued. A person must not use a rabies vaccination certificate for a different dog than the one for which it was issued.
- B. **TAGS.** A person who owns, harbors, or keeps a dog over six months old within the city must securely attach an identification tag or plate to the dog's collar so that it can be readily seen. The tag or plate must contain the name and telephone number of the owner or other person who is keeping the dog. The identification tag or plate must be worn by the dog at all times when it is off the owner's or keeper's property.
- C. **LIMIT ON NUMBER OF CATS AND DOGS.** Because the keeping of four (4) or more dogs or four (4) or more cats in the family dwelling unit or on the family premises is subject to great abuse, causing discomfort to persons in the area, by way of smell, noise, hazard, and general aesthetic depreciation, and because the irresponsible maintenance of four (4) or more dogs or four (4) or more cats within a residential area has been the source of a variety of complaints, no family or family member shall keep, harbor, or have custody of more than three (3) dogs, or more than three (3) cats, or a combination of more than five (5) animals exceeding six months of age in the family dwelling unit or on the family premises.

(^77 Code, § 8.101) (Am. Ord. 1535, passed 9-8-08) [Penalty, see § 8.106](#)

§ 8.102 REGULATIONS.

(A) The owner or custodian of any animal permanently or temporarily in the city shall have the obligation and responsibility to prevent such animal from committing any act which constitutes a public nuisance, which shall include, but not be limited to, the following acts:

- (1) Habitually or frequently bark or cry to the annoyance of neighbors or the general public.
- (2) Molest or annoy any person if such person is not on the property of the owner or custodian of such animal.

(3) Molest, defile, or destroy any public or private property not belonging to the owner or custodian of such animal.

(4) Chase vehicles or otherwise run at large within the city.

(B) (1) The City of Columbia Heights will follow the provisions of chapter §347 of MN state statute as it relates to Dangerous and Potentially Dangerous Dogs.

(2) The City of Columbia Heights may impose additional requirements to the owners of Potentially Dangerous Dogs, including all requirements listed for Dangerous Dogs.

(C) (1) No person who is the owner or has custody of any animal shall beat, treat cruelly, torment or otherwise abuse or abandon such animal.

(2) No person who is the owner or has custody of any animal shall fail to provide such animal with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, or with humane care and treatment.

(^77 Code, § 8.102) (Am. Ord. 1005, passed 7-12-82) [Penalty, see § 8.106](#)

§ 8.103 IMPOUNDMENT.

(A) The city shall have the authority to impound any animal in such manner and under such conditions and circumstances as prescribed by this section:

(1) The Council may enter into a contract with any qualified person, firm or corporation to be designated as the City Poundmaster, whose duties shall be to enforce the provisions of this section.

(2) The city shall provide an adequate facility within or in close proximity to the city, where all animals taken into custody shall be kept and cared for until disposed of according to the provisions of this section.

(B) The City Poundmaster may impound any animal where there is reasonable cause to believe said animal:

(1) Exhibits ferocious or vicious tendencies;

(2) Constitutes a public nuisance as defined in § 8.102(A);

(3) Has bitten a person; or

(4) Is not displaying the proper tag listed in the provisions of § 8.101.

(C) When the ownership of the animal is known, or can be determined, the Poundmaster shall provide notice to the owner within 24 hours of the impoundment by the means available to them.

(D) Any animal impounded pursuant to the provisions of this section shall be kept for not less than five regular business days unless reclaimed prior to that time by their owner as provided hereafter. The owner of any impounded animal may reclaim the same upon payment to the Treasurer or Poundmaster of an impounding fee as set by resolution of the Council, and the payment of such daily boarding fees as shall be determined by the Council for such time as the animal has been confined. The Poundmaster shall not release any animal subject to the vaccination requirement in section § 8.101, without proof of current anti-rabies vaccination.

(E) Any animal which is unclaimed by the rightful owner within the prescribed time may be sold to anyone desiring to purchase said animal, if not requested by a licensed educational or scientific institution under state law.

(1) All sums received in excess of costs shall be held by the Treasurer for the benefit of the owner. If not claimed within one year, such funds shall be placed in the general fund of the city.

(2) Any animal which is not disposed of as provided above shall be painlessly killed and buried by the Poundmaster.

(F) Nothing in this code shall prevent the Poundmaster from disposing of any animal in less than the prescribed time if such animal is injured and, in the opinion of the Poundmaster, the only humane act would be disposing of the animal.

(^77 Code, § 8.103) (Am. Ord. 1535, passed 9-8-08)

§ 8.104 DESTRUCTION.

(A) A court of proper jurisdiction may order the destruction of any animal, or may order the owner or custodian to keep said animal confined to a designated place, upon a hearing as hereinafter provided.

(1) A summons shall be issued to the owner of said animal commanding him to appear before said court and show cause why said animal should not be seized by the Poundmaster or otherwise disposed of in the manner authorized by this chapter. Said summons shall issue upon sworn complaint that any of the following facts exist:

(a) That the animal has destroyed property or habitually trespassed in a damaging manner on the property of persons other than the owner.

(b) That the animal has attacked or bitten a person outside the owner's or custodian's premises.

(c) That the animal is vicious or exhibits vicious or ferocious tendencies, or molests pedestrians, or interferes with vehicles on public streets or highways.

(d) That the animal is a public nuisance as heretofore defined; or

(e) That the animal is running at large in violation of this chapter.

(2) Such summons shall be returnable not less than two, nor more than six days from the date thereof and shall be served at least two days before the time of appearance mentioned therein.

(3) The court shall make findings of fact regarding the allegations of the sworn complaint.

(B) The costs of any proceeding brought pursuant to this section shall be assessed against the prevailing party. The remedies provided by this section are supplemental to other provisions of this chapter.

(C) Any animal which presents a clear and immediate danger to city residents because it is infected with rabies (hydrophobin) or because it is of a clearly demonstrated vicious or ferocious nature, may be summarily destroyed after the Poundmaster has made reasonable attempts to impound such animal.

(^77 Code, § 8.104)

§ 8.105 QUARANTINE.

(A) No person shall own, keep, harbor or have custody of any animal over six months of age within the city which does not have a current anti-rabies vaccine provided by a qualified veterinarian.

(B) (1) The City may quarantine any animal which bites a person for such time as is directed. During the quarantine, the animal shall be securely confined and kept from contact with any other animal.

(2) The place of quarantine may be on the premises of the owner in the discretion of the Chief of Police or designee. Confinement shall otherwise be at an animal shelter or a veterinary hospital, at the expense of the owner of such animal.

(^77 Code, § 8.105) [Penalty, see § 8.106](#)

§ 8.106 PENALTY.

Any person, firm, or corporation who violates the provisions of this section shall be punished as provided in § 1.999.



AGENDA SECTION	WORK SESSION
ITEM NO.	
MEETING DATE	DECEMBER 2, 2019

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	Discuss Development Concept for Public Safety Remnant Parcel		
DEPARTMENT:	Community Development	CITY MANAGER'S APPROVAL:	
BY/DATE:	Aaron Chirpich – 11/26/19	BY/DATE:	
CITY STRATEGY:	#2: Economic Strength		
Additional Strategy?	#6: Excellent Housing/Neighborhoods		
SHORT TERM GOAL (IF APPLICABLE):	N/A		
Additional Goal?	N/A		

BACKGROUND:

Over the summer, staff from Community Development met with representatives from Reuter Walton Development regarding their interest in constructing an apartment building in Columbia Heights. Staff discussed the City's priority areas for redevelopment, and Reuter Walton has indicated their interest in the vacant lot behind the public safety building. The property is approximately 1.75 acres in size, and has the potential to support a variety of residential development types. Staff believes that a medium or high density apartment development is the best use for the site, as multi-family development has the potential to maximize tax base growth when compared to lower density housing options. Representatives from Reuter Walton will be at the meeting to present their preliminary concept proposal for the site. The goal of the meeting is to introduce the company to the Council and gauge the City's interest in Reuter Walton's vision for the property.

Reuter Walton has not submitted preliminary site plans, renderings, or a narrative for the project, as they plan to present such items to the Council at the meeting. At this time, Reuter Walton has disclosed that their concept plan includes 130 units of income restricted affordable housing targeted at families with household incomes at or below 60% of the area median income. The project would include a mix of underground and surface parking to accommodate the new residents.

If the City is interested in exploring the proposal further, Reuter Walton will likely require financial assistance from the City in the form of a land donation. The City ordered an appraisal for the property in 2018, and the property was valued at \$695,000. At this time, Reuter Walton's early pro-forma modeling for the site shows that a land write down or donation would be the only subsidy needed for a successful project. If this assumption holds true, the project would not require tax increment financing, and therefore generate immediate tax revenue for the City. If the City assumes that each new unit will be valued at \$150,000 by the County, the project would have a total assessed value of around \$19.5MM, and generate approximately \$90,000 annually for the City.



AGENDA SECTION	WORK SESSION
ITEM NO.	
MEETING DATE	DECEMBER 2, 2019

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	CITY HALL INTERIOR LAYOUT PLAN		
DEPARTMENT:	Public Works	CITY MANAGER'S APPROVAL:	
BY/DATE:	Kevin Hansen /November 26, 2019	BY/DATE:	
CITY STRATEGY:	#7: Strong Infrastructure/Public Services		
Additional Strategy?	N/A		
SHORT TERM GOAL (IF APPLICABLE):	#5 Develop a Master Plan for New City Hall		
Additional Goal?	N/A		

BACKGROUND: At the City Council meeting on September 23rd, the Council selected the 40th and Central Avenue site as the location for a New City Hall. The City is currently working with the developer, Alatus, on several elements of this private-public partnership. Alatus has indicated that while the building shell (exterior walls) for a New City Hall will be built within their project, the City will need to build out the interior space. To facilitate this, the City hired Leo A Daly (LAD) for architectural services including the concept, schematic, preliminary and final design, bidding and construction administration services.

Attached please find the interior layout plan for the interior space of the new building. The 20,000 square foot interior space has been developed over multiple iterations with LAD and City staff. A primary factor in the flexibility of arranging the workspace was the concrete columns necessary for the overall building structure. In the City staff space, the maximum column spacing is 30 feet located on the support grid. The lobby and Council Chamber was modified to allow 45 foot spacing of the concrete columns requiring different floor beaming and floor supports. Included in the floorplan is a multipurpose room at 996 sqft located on the Central Avenue side featuring a 2-way fireplace to the lobby. A Council Chamber at 1,726 sqft (1,600 existing) with seating for up to 50, or 70 by utilizing overflow into the lobby. And a large conference room that will function for work sessions adjacent to the Council Chamber. The work session conference room is also expandable into the Council Chamber by sliding glass doors.

Interior concept renderings of the public space will available at the December 2nd work session.

RECOMMENDED MOTION(S): None – review and feedback of the site layout for the new City Hall.

ATTACHMENT(S): City Hall Layout drawing.

